

## Tenancy Agreement 租賃合約

An Agreement made the \_\_\_\_ day of \_\_\_, \_\_ between the Landlord and the Tenant as more particularly described in the Schedule I,

此合約由業主及租客(雙方資料詳列於附表一)於\_\_\_\_年\_\_月\_\_日訂立。

The Landlord shall let and the Tenant shall take the Premises for the Term of Tenancy and at the Rent as more particularly described in the Schedule I and both parties agree to observe and perform the terms and conditions as follows:-

業主及租客雙方以詳列於附表一的租期金分別租出及租入詳列於附表一的物業，並同意遵守及履行下列條款:-

1. The Tenant shall pay the Rent in advance on the \_\_\_\_ days of each and every calendar month during the Term of Tenancy. If the Tenant shall fail to pay the Rent after 7 days from the due date, the Landlord shall have right to institute appropriate action to recover the rent and all costs, expenses and other outgoing so incurred by the Landlord in relation to such action shall be a debt owed by the Tenant to the Landlord and shall be recoverable in full by the Landlord.  
租客在沒有業主書面同意，不得對該物業作任何改動及/或加建，惟業主不得無理拒絕給予租客有關的同意書。
2. The Tenant shall not assign, transfer, sublet or part with the possession of the Premises or any part thereof to any other person. This tenancy shall be personal to the party named herein.  
租客不得轉讓、轉租或分租該物業或其任何部分或將該物業或其任何部分的佔用權予任何其他人等。此租約權益將為租客個人擁有。
3. The Tenant shall comply with all ordinances, regulations and rules of Hong Kong and shall observe and perform the covenants, terms and conditions of the Deed of Mutual Covenant and Sub-Deed of Mutual Covenant (if any) relating to the Premises. The Tenant shall not contravene any negative or restrictive covenants contained in the Government Lease(s) under which the Premises are held from the Government.  
租客須遵守香港一切法律條例和規則及該物業所屬的大廈有關的公契內的條款。租客亦不可違反屬該物業地段內的官批地契上的任何制約性條款。
4. The Tenant shall during the Term of Tenancy pay and discharges in respect of water, electricity, gas and telephone and other similar charges payable in respect of the Premises.  
租客須在租約期內清繳一切有關該物業的水費、電費、煤氣費、電話費、及其他類似的雜費等。
5. The Tenant shall during the Term of Tenancy keep the interior of the Premises in good and tenantable repair and condition (fair wear and tear and damage caused by inherent defect excepted) and shall deliver up vacant possession of the Premises in the same repair and condition on the expiration or sooner determination of this tenancy.  
租客須在租約期內保持物業內部的維修狀態良好(自然損耗及因固有的缺陷所產生損壞除外)並須於租約期滿或終止時將物業在同樣的維修狀態下交吉交回業主。
6. The Tenant shall pay to the Landlord the Security Deposit set out in the Schedule I for the due observance and performance of the terms and conditions therein contained and on his part to be observed and performed. Provided that there is no antecedent breach of any of the terms and conditions herein contained, the Landlord shall refund the Security Deposit to the Tenant without interest on the date of delivery of vacant possession of the Premises to the Landlord or settlement of any outstanding payment owed by the Tenant to the Landlord. If the Tenant shall commit a breach of any of the terms and conditions herein contained, this Agreement shall absolutely determine and the Security Deposit paid under this clause shall be absolutely forfeited to the Landlord as and for liquidated damages (but not as penalty) and the rights and remedies given to the Landlord by this clause shall not prejudice any other right of action or any remedy of the Landlord in respect of such breach by the Tenant.  
租客須交與業主保證金(金額如附表一列)作為保證租客遵守及履行此租約上租客所需遵守及履行的條款的按金。若租客在租期內並無干犯此合約內任何條款，則業主須於收回交吉的物業或一切租客欠款後，無息退還該保證金與租客。但若租客違反此合約內任何條款，則此租約立被終止；且業主可沒收所有保證金。業主沒收保證金的權利將不會影響業主採取任何其他合法行動追討一切因租客違約所引致的損失的權利。
7. Provided the Tenant shall have paid the Rent and other outgoings on the days and in the manner herein provided and observe and perform the terms and conditions herein contained and on the Tenant's part to be observed and performed, the Tenant shall peacefully hold and enjoy the Premises during the Term of Tenancy without any interruption by the

Landlord.

若租客按時清繳租金和雜費及沒有干犯此合約內任何條款，則業主不得在租約期內干擾租客享用該物業。

9. The Landlord shall keep and maintain the structural parts of the Premises and the main drains, pipes and cables in proper state of repair.  
業主須保養及適當維修物業內各主要結構部分(包括主要的排污渠，喉管和電線)。
10. The Landlord shall pay the Property tax payable in respect of the Premises.  
業主負責繳付有關該物業的物業稅。
11. The Stamp Duty payable on this Agreement shall be borne by the Landlord and the Tenant in equal shares. Enclosed please find the subject Tenancy Agreement which has been stamped, a copy of which can now be submitted together with the enclosed Form CR109 (in triplicate) to the Rating and Valuation Department for endorsement. Please be reminded that if such Form CR109 is not submitted within 1 month after the signing of the subject Tenancy Agreement, the Landlord and the Tenant shall be jointly and severally liable to pay the Stamp Duty on the subject Tenancy Agreement.  
本協議的印花稅由業主和租客共同負擔。隨附已蓋稅的租賃協議，其副本可與隨附的表格CR109(一式三份)一併提交給地稅及估值局以作核實。請注意，如果該表格CR109不是在簽署該租賃協議後一個月內提交，則業主和租客將共同及個別負責支付該租賃協議的印花稅。
12. The Landlord and the Tenant agree to be bound by the additional terms and conditions contained in the Schedule II (if any).  
業主及租客雙方同意遵守附表二內的附加條款(如有的話)。
13. If there is any conflict between the English version and the Chinese version in the this agreement, the English version shall prevail.  
中文文本存有差異的，將以英文文本為準。

Schedule I  
附表一

The Premises : \_\_\_\_\_  
物業

The Landlord : \_\_\_\_\_  
業主

BR / ID.NO. : \_\_\_\_\_ TEL: \_\_\_\_\_

The Tenant : \_\_\_\_\_ 租客

BR / ID.NO. : \_\_\_\_\_ TEL: \_\_\_\_\_

Term of Tenancy : FROM : \_\_\_\_\_ (BOTH DAYS INCLUSIVE)  
租期

Rent : HK\$ \_\_\_\_\_ PER MONTH  
租金

Security Deposit : HK\$ \_\_\_\_\_ The Landlord Bank A/C: \_\_\_\_\_  
保證金 業主銀行

Schedule II  
附表二

1. User 用途

The Tenant shall not use or permit to be used the Premises or any part thereof for any purpose other than for **Residential** purpose only.  
租客除在該物業作**住宅**用途外，不可將該物業或其任何部份作其他用途。

2. Miscellaneous Payments 雜項費用

The Landlord shall be responsible for the following payment payable in respect of the Premises during the Term:-  
業主在租期內負責下列費用：

- \*I Management fee (at current rate) (per month) (subject to revision from time to time)  
管理費 (每月以現時金額為準) (將會不時調整)
- \*II Government Rates (at current rate) (per month) (subject to revision from time to time)  
差餉 (每月以現時金額為準) (將會不時調整)
- \*III Government Rent (at current rate) (per month) (subject to revision from time to time)  
地租 (每月以現時金額為準) (將會不時調整)

3. Rent Free Period 免租期

樣本僅供參考 | 條文請自行斟酌

4. Break clause 退租權

- (a) The Tenant & The Landlord of this Agreement shall have the right to determine this Agreement on or after the first \_\_\_\_ months of the Term by giving to the other party of this Agreement \_\_\_\_ month's written notice of its intention to do so. (The Tenant & The Landlord must complete above tenancy of first \_\_\_\_ months. Any advance termination before the fixed \_\_\_\_ months should be compensated by the tenant & the landlord to the total remaining sum of the rented to the tenant & the Landlord.)  
租客及業主有權於首\_\_個月之租期完結時或完結後以\_\_個月之書面通知，通知對方取消此合約。  
(租戶及業主在首\_\_個月之租期內不得退租否則按照所餘租期之時間計算租金。)

Acknowledged the receipt of ( ) Main door, ( ) Mail Box, ( ) Bedroom & ( ) Other, ( ) Key(s) of the Premises by the Tenant

租客接收業主所交屬該物業( ) 大門, ( ) 信箱, ( ) 睡房 & ( ) 其他鎖匙

Acknowledged the receipt of the keys of the premises by the Tenant

租客確認接收業主所交屬該物業的鎖匙\_\_\_\_\_

Confirmed and Accepted all the terms and conditions Contained herein by the Landlord:

業主確認及接受這合約內所有條款的約束

Confirmed and Accepted all the terms and conditions contained herein by the Tenant:

租客確認及接受這合約內所有條款的約束

Name 姓名：

Name 姓名：

BR / ID NO :

:

BR/ID NO :

Acknowledged the receipt of the Security Deposit with Two Month Rental of HK\$\_\_\_\_\_ the Landlord

業主確認收到租客所交的保證金 **HK\$**\_\_\_\_\_

**客廳及飯廳 (Living & Dining Room)**

( ) Sofa with 3 Seats	梳化 3 座位
( ) Coffee Table	茶几
( ) TV Cabinet	電視櫃
( ) Ceiling Lamp(s)	天花燈
( ) Air-Conditioner(s) with Remote	分體式冷氣機連遙控器
( ) Television	電視機
( ) Dining Table	餐桌
( ) Dining Chair(s)	餐椅
( ) Curtain Rail(s)	窗簾連架
( ) Side Table	矮櫃
( ) Shoes Cabinet	鞋櫃
( ) DVD Player With Remote Control	
( ) Bed Side Table	床頭櫃
( ) Bed Side Table Lamp	床頭燈
( ) Chair	椅
( ) Double Decker Bed with Closet	雙格床連衣櫃
( ) Mattress	床褥

**廚房 (Kitchen)**

( ) Gas Stove	煮食爐
( ) Ventilation Fan	抽氣扇
( ) Refrigerator	雪櫃
( ) Wall Unit Cabinet	廚櫃
( ) Range Hood	抽油煙機
( ) Water Heater	熱水器
( ) Washing Machine with Dryer	洗衣機連乾衣機
( ) Microwave Oven	微波爐
( ) Oven	焗爐
( ) Bed in Maid Room	工人房床
( ) Cabinet in Maid Room	工人房吊櫃

**主人房及浴室 (Master Bedroom)**

( ) Double Bed with Mattress	雙人床連床褥
( ) Bed Side Table	床頭櫃
( ) Bed Side Table Lamp	床頭燈
( ) Ceiling Lamp(s)	天花燈
( ) Wardrobe	衣櫃
( ) Air-Conditioner with remote control	冷氣機連遙控器
( ) Chair	椅
( ) Ventilation Fan	抽氣扇
( ) Water Heater	熱水器
( ) Curtain Rail(s) with Cover	窗簾連架及遮光布
( ) Blind	百葉簾
( ) Dresses Table with Mirror	梳妝鏡檯
( ) Bed Side Table	床頭櫃
( ) Curtain with Rail(s)	窗簾連架
( ) Bed Side Table Lamp	床頭燈
( ) Book Cabinet/Desk	書架/書桌
( ) Double Decker Bed	雙格床

**浴室 (Bathroom)**

( ) Water Heater	熱水器
( ) Ventilation Fan	抽氣扇
( ) Mirror	鏡
( ) Handle Bar	扶手架

**其他 (Other)**

( ) Fax Machine	傳真機
( ) Dehumidifier	抽濕機
( ) Ceiling Lamps at Corridor	走廊天花燈

Dated :

Landlord:

-and-

Tenant

TESTACY AC F

Relating to

The Property situated at

Term :

Commencing :

Expiring :

Deposit :

Rental :