

DRAFT

## Tenancy Agreement 租 約

An Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between the Landlord and the Tenant as more particularly described in 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 and at the Rent as more particularly described in Schedule I and both parties agree to observe and perform the terms and conditions as follow:

業主及租客雙方以詳列於附表一的租期及租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 to the Landlord the Rent in advance on the first day of each and every calendar month during the Term. If the Tenant shall fail to pay the Rent within 7 days from the due date, the Landlord shall have the right to institute appropriate action to recover the Rent and all costs, expenses and other outgoings 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. 租客須在租期內每個月份第一天上期繳付指定的租金予業主。倘租客於應繳租金之日的七天內仍未清付該租金，則業主有權採取適當行動追討租客所欠的租金，而由此而引起的一切費用及開支將構成租客所欠業主的債項，業主將有權向租客一併追討所欠款項全數。
2. The Tenant shall not make any alteration and / or additions to the Premises without prior written consent of the Landlord. 租客在沒有業主書面同意前，不得對該物業作任何改動及 / 或加建。
3. 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 Tenant named therein. 租客不得轉讓、轉租或分租該物業或其他任何部份或將該物業或其他任何部份的佔用權讓予任何其他人等。此租約權益為租客個人擁有。
4. 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. 租客須遵守香港一千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。
5. The Tenant shall during the Term pay and discharge all charges 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有關物業的水費、電費、煤氣費、電話費及其他類似的雜費。
6. The Tenant shall during the Term keep the interior of the Premises in good and tenantable repair and condition (fair wear and tear and damage caused by inherent defects excepted) and shall deliver up vacant possession of the Premises in the same repair and condition on the expiration or sooner termination of this Agreement. 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的損壞除外）並須於租約期滿或終止時將物業在同樣維修狀態下交吉回業主。
7. The Tenant shall pay to the Landlord the Security Deposit set out in Schedule I for the due observance and performance of the terms and conditions herein 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 within 30 days from 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, whichever is later. If the Rent and/or any charges payable by the Tenant hereunder or any part thereof shall be unpaid for seven (7) days after the same shall become payable (whether legally demanded or not) or if the Tenant shall commit a breach of any of the terms and conditions herein contained, it shall be lawful for the Landlord at any time thereafter to re-enter the Premises whereupon this Agreement shall absolutely terminate and the Landlord may deduct any loss or damage suffered by the Landlord as a result of the Tenant's breach from the Security Deposit without prejudice to any other right of action or any remedy of the Landlord in respect of such breach of the Tenant. 租客須交予業主保證金(金額如附表一列)作為保證物業租客遵守及履行此租約上租客所需遵守的條款的按金。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（以較遲者為準）三十天內無息退還該保證金予租客。但若租客拖欠根據此合約需要支付的租金及 / 或其他款項超過七天(無論有否以法律行動追討)或若租客違反此合約內任何條款，業主可合法收回該物業而此租約將立被終止；業主可從保證金內扣除因租客違約而令業主所受的損失，而此項權利將不會影響業主因租客違約而可採取的其他合法行動的權利。

8. Provided the Tenant shall have paid the Rent and other outgoings on the days and in the manner herein provided and observed 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 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 including the main drains, pipes and cables in proper state of repair provided that the Landlord's liability shall not be incurred unless and until written notice of any defect or want of repair has been given by the Tenant to the Landlord and the Landlord shall have failed to take reasonable steps to repair and remedy the same after the lapse of a reasonable time from the date of service of such notice. 業主須保養及適當維修物業內各主要結構部份（包括主要的排污渠、喉管和電線）。唯業主須在收到租客的書面要求後才會有責任在合理時限內將有關損壞維修妥當。
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 in duplicate shall be borne by the Landlord and the Tenant in equal shares. 業主及租客各負責屬此合約一式兩份的印花稅一半費用。
12. The Landlord and the Tenant agree to be bound by the additional terms and conditions in Schedule II (if any). 業主及租客雙方同意遵守附表二的附加條件（如有的話）。
13. The Landlord shall be responsible for repairing work arising from the structural problems of the Premises. However repairing work will only be carried out upon written notice by the Tenant and the Landlord shall not be liable for any loss caused by such problems. 如物業出現結構性問題，業主將負責維修，唯業主須在收到租客的書面要求後才會在合理時限內進行維修。因結構性問題引致的損失，業主則不作任何賠償。
14. In the case of termination of this Agreement before the expiration of the fixed term, the party requesting the termination shall pay to the other a sum equivalent to the Rent covering the remaining period of the fixed term. 如在實約期完結前解除此租約，要求解除租約的一方須向另一方支付所餘實約期的租金。
15. On the expiration or sooner termination of this Agreement, the Landlord shall have the right to request the Tenant to dismantle and dispose of any installation, decoration, partitioning and apparatus subsequently altered or added in the Premises, and the Tenant shall bear the expenses of such dismantlement and removal. 在租約期滿或終止時，業主可以要求租客拆除及清走租客後來於該物業改動或增加的設備、裝修、間隔及裝置，並由租客承擔有關費用。
16. If there is any conflict between the English version and the Chinese version in this Agreement, the English version shall prevail. 此合約內的英文本與中文本存有差異時，將以英文本為準。
17. All terms and conditions cannot be included within this agreement. Any dispute(s) will be governed to HKSAR Landlord and Tenant (Consolidation) Ordinance. 所有條款未能盡錄，若有爭議，一切依香港租務條例作準。

Received the Security Deposit of  
HK\$ \_\_\_\_\_ by the Landlord  
業主收到租客所交的保證金  
港幣 \_\_\_\_\_

Received \_\_\_\_\_ key(s) of the Premises by the Tenant  
租客接收到業主所交屬該物業的鎖匙  
共 \_\_\_\_\_ 條

Confirmed and accepted all the terms and conditions  
herein by the Landlord:  
業主確認接受這合約內所有條款的約束

Confirmed and accepted all the terms and conditions  
herein by the Tenant:  
租客確認接受這合約內所有條款的約束

HKID / B.R. No. ( \_\_\_\_\_ )  
香港身份證 / ( \_\_\_\_\_ )  
商業登記證號碼: \_\_\_\_\_

HKID / B.R. No. ( \_\_\_\_\_ )  
香港身份證 / ( \_\_\_\_\_ )  
商業登記證號碼: \_\_\_\_\_

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Schedule I  
附表一

The Premises 物業	:			
	:			
The Landlord 業主	:			
	:	whose * address / registered office is situated at 其通訊地址 / 註冊地址為		
	:			
Telephone No. /電話	:			
Bank AC. 交租賬戶	:			
The Tenant 租客	:			
	:	whose * address / registered office is situated at 其通訊地址 / 註冊地址為		
	:			
	:			
Telephone No. /電話	:			
Term 租 期	:	From 由	To 至	(both days inclusive) (包括首尾兩天)
Rent 租 金	:	HK\$ 每月港幣		per month
Security Deposit 保 証 金	:	HK\$ 港幣		
Rental Pre-payment 一個月上期	:	HK\$ 港幣		
Elec. Deposit 電費按金	:	HK\$ 港幣		
Key Card / Keys Deposit 拍 咭 或 鎖 匙 按 金	:	HK\$ 港幣		
Total Deposit 按 金 總 數	:	HK\$ 港幣		
Elec. Meter Reading 電 錶 讀 數	:		Last Reading Date 電錶讀數日期	

Schedule II  
附表二

- Uses 用途  
The Tenant shall not use or permit to be used the Premises or any part thereof for any purpose other than for Industry purpose only.  
租客除將該物業作 工 業 用途外，不可將物業或其任何部份作其他用途。
- Miscellaneous Payments 雜項費用  
(a) The Tenant shall be responsible for the following payments payable in respect of the Premises during the Term :  
租客在租期內負責下列費用:  
- Electricity charges 電費  
- Electricity Rate Per Unit 電 費 每 度 HKD \_\_\_\_ 港元  
(b) The Landlord shall be responsible for the following payments payable in respect of the Premises during the Term :  
業主在租期內負責下列費用:  
- Management fee 管理費  
- Government rates 差餉  
- Government rent 地租
- Rent Free Period 免租期  
Tenant shall be entitled to a rent free period from \_\_\_\_\_ to \_\_\_\_\_ (both days inclusive)  
租客可享有免租期由 \_\_\_\_\_ 至 \_\_\_\_\_ (包括首尾兩天)  
provided that the Tenant shall be responsible for the charges of water, electricity and other outgoings payable in respect of the Premises during such rent free period. 但租客仍需負責繳付免租期內一切水、電及其他一切雜費支出。
- Break Clause 退租權  
4.1 Initial 12 -months is a fixed lease term. Following 12 lease months will be flexible. Tenant cannot cancel the fixed lease during the lease period, otherwise the remaining fixed lease period will be counted.  
首 12 個月為梗約，後 12 個月為生約，承租人在梗約租期內不得退租，否則照所餘租期之時間計算租金。  
4.2 Notwithstanding anything to the contrary hereinbefore contained, either party shall be entitled to terminate this Agreement earlier than as herein provided by serving not less than 1 month's written notice or by paying 1 month's Rent in lieu to the other party provided that the said written notice shall not be served before the expiration of the 12 months of the Term of Tenancy.  
儘管與前文不符，任何一方可給予另一方不少於 1 個月的書面通知或 1 個月租金作代通知金提早解除此租約；唯該書面通知書不得早於由租期起計之 12 個月內發出。
- Others 其他  
a) \_\_\_\_\_  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_  
e) \_\_\_\_\_  
f) \_\_\_\_\_  
g) \_\_\_\_\_  
h) \_\_\_\_\_  
i) \_\_\_\_\_



# 租約

立租約人：

業主：

租客：

雙方同意訂立租約如下：

- (一) 業主將 街／道 號即 大廈／樓 座 樓  
(收租時另發租單為憑) 租期為 年 月 日起至 年 月 日止。規定雙方在實約期內不得退租，否則按照所餘租期之時間賠償租金。
- (二) 租客須交 個月租金之按金即港幣 萬 仟 佰 拾 圓正與業主(另發收條)。當租客遷出時，業主無利息將該款交還租客，倘若租客在租金或其他一切雜費未付清時，業主有權在該筆按金內扣除。租客應清楚明白該筆按金不能用作現金來支付租金。
- (三) 該樓之物業稅由 支付，差餉，地稅均由 支付，管理費由 支付，釐印費律師費均由業主及租客平均負擔。水費由 支付，電費由 支付。
- (四) 本樓祇准作 之用，租客不得在該樓幹一切觸犯本港政府法例之事，倘經發覺，即報有關當局究辦，本樓不得飼養貓狗及使人厭惡之鳥類及動物。
- (五) 該樓之租金必須在每月租期之首日以上期形式繳納，不得藉詞拖欠，如過期拾天，租客仍未將租金交到業主或租客不履行合約內任何條件，業主有合法權利將此合約終止，當作租客毀約自動退租，另將樓宇租與別人及追討欠租，租客不得異議。
- (六) 租客不得分租或轉租與別人，除所租用之樓宇外，租客不得佔用其他地方。租約期滿，租客如繼續租賃或退租，須於壹個月之前以書面通知(續租則另訂新租約方生效力)，否則租客須補償一個月租金給業主。
- (七) 租客收到業主交來該樓大門及房門信箱鎖匙共 條，將來租客遷出時，必須全部交回業主，如有遺失，必須照樣配妥不得異議。
- (八) 租客未經業主書面同意不得在該樓宇任何地方標貼或懸掛個人或團體之招牌，或任何廣告。租客不得在該屋宇外裝置有危險性物件，如租客不依約遵守，業主有權僱人拆除之，一切費用租客必須負責。
- (九) 該樓內之一切原來設備及間隔，租客必須徵得業主同意，方可更改或增減。如業主收到政府有關部門書面通知要清拆該單位，租客須在限期內遷出，業主不作任何賠償。
- (十) 該樓一切門窗如有損壞，租客須負責修理或賠償。如租客因疏忽而毀壞本樓之設備，損及別人之傢具衣物或傷害其他人等，租客須負責賠償。租客須自投風災、水、火、盜竊及意外保險，租客如有任何損失，業主不負任何責任。
- (十一) 該樓宇之電錶及水錶均屬業主名下登記，業主負責保養及維修水電錶。租客依照水電分錶耗量付款，如租客欠租超過十五天，或多次催促而仍未繳交水電費或管理費等，業主有權拒絕供應食水及電力給租客。
- (十二) 租客不得拒絕業主派遣之人員，在適當時間入屋檢視該樓宇近況或進行任何修理工程。當合約屆滿或終止前兩個月，業主在不干擾原則下，租客須准許持有業主書面證明書之人士，在合理之時間內進入該樓視察。
- (十三) 租客遷出時，必須在租期內將屋內傢俬雜物全部搬走以清手續，業主所屬物品除外。如租客籍故取巧不交回門匙或留下任何物品不予搬走故意阻延時間。在租客遷出後三天以內仍不來取作放棄權利論。業主有權不經警務處及租務法庭等手續而聯同貳名見證人將該些物品出售，所賣之款作為彌補欠租，如有不足之數，租客仍須負責，不得異議。
- (十四) 該樓內業主提供 冷氣機 部借予租客使用。
- (十五) 租客需支付電費按金 圓正，水費按金 圓正予業主，待退租時業主無息退回予租客。
- (十六) 立約雙方均清楚明白合約之全部內容，本租約正副本共兩份，業主及租客各執一份存證，本租約如有未盡之處，一切均依照本港新樓租例辦理。
- 附注：

立租約人：

業主：

租客：

身份證號碼：  
商業登記號碼：

身份證號碼：  
商業登記號碼：

立租約日期：

年 月 日  
簽署印鑑

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# 標準租約

(最新修訂版)

## ◀ 訂立租約須知 ▶

### 【一】訂立租約雙方的說明

業主和租客兩方面的資料應包括如下：

- (1) 雙方的姓名；
- (2) 雙方的身份證號碼／商業登記號碼；
- (3) 雙方的地址－以便遞送通知書用；
- (4) 雙方的聯絡電話號碼。

### 【二】有關樓宇的說明

有關樓宇的資料應包括如下：

- (1) 樓宇的正確地址，包括所在大廈的名稱及正確說明街道門牌座數及層數等；
- (2) 如有車位，則說明編配號數及位置；
- (3) 建築物座落之地段號數。

假如樓宇有附加裝置，須附列清單。

樓宇地址

租用期限

約滿日期

業主通訊處

電話

租客通訊處

電話

電錶讀數 度 (HK\$ /度)

水錶讀數 度 (HK\$ /度)