

Amended by the Ministry of the Interior as per the Letter  
of Tai-Nei-Di-Zi-No.[1090264511] dated August 26, 2020

# Sample Rental Housing Contract



# Sample Rental Housing Contract

## Rights to review this Contract

This Rental housing Contract (hereinafter referred to as “the Contract”) was brought back by the Lessee on \_\_\_\_\_ and to be reviewed for \_\_\_\_\_ days (the minimum review period is 3 days).

Signature/Seal of the Lessor: \_\_\_\_\_

Signature/Seal of the Lessee: \_\_\_\_\_

This Contract is entered into by and between the parties to the Contract (hereinafter referred to as “the Parties”), the Lessee \_\_\_\_\_ and the Lessor \_\_\_\_\_ [who is  the owner  a sublessor (who shall present proof of permission to sublease from the original owner)], in consideration of the residential leasing matters. The parties hereby agree as follows:

## Article 1 Leased subject

1. Location of the residential premises (hereinafter referred to as “the Premises”)

(1) Address: Unit \_\_\_\_\_, \_\_\_\_\_ Floor, No. \_\_\_\_\_, Alley \_\_\_\_\_, Lane \_\_\_\_\_, Section \_\_\_\_\_, \_\_\_\_\_ Street/Road, \_\_\_\_\_ Township/City/District, \_\_\_\_\_ City/County (Site location: Land No. \_\_\_\_\_, \_\_\_\_\_ Subsection, \_\_\_\_\_ Section)

For those premises without an address, please indicate house tax registration number: \_\_\_\_\_ or provide a location sketch.

(2) Building No. of individual unit: \_\_\_\_\_; extent of ownership: \_\_\_\_\_; total area: \_\_\_\_\_ m<sup>2</sup>

① Area of the main building:  
\_\_\_\_\_ floor \_\_\_\_\_ m<sup>2</sup>, \_\_\_\_\_ floor \_\_\_\_\_ m<sup>2</sup>, \_\_\_\_\_ floor \_\_\_\_\_ m<sup>2</sup>; totaling \_\_\_\_\_ m<sup>2</sup>; usage: \_\_\_\_\_

② Building attachment: usage: \_\_\_\_\_; area: \_\_\_\_\_ m<sup>2</sup>

(3) Building No. of common areas: \_\_\_\_\_; extent of ownership: \_\_\_\_\_; shared area owned: \_\_\_\_\_ m<sup>2</sup>

(4) Parking space:  yes (\_\_\_\_\_ parking spaces for cars, \_\_\_\_\_ parking spaces for motorcycles)  no

(5) Setting of other rights:  yes  no; if yes, the type of rights: \_\_\_\_\_

(6) Foreclosure registration:  yes  no

## 2. Leased scope

- (1) The Premises:  whole  part: \_\_\_\_\_ floor  Number of rooms: \_\_\_\_\_  Room No. \_\_\_\_\_; area: \_\_\_\_\_ m<sup>2</sup> (Please see the leased area marked in the Location and Layout Sketch of the Premises)
- (2) Parking space (leave blank if not applicable):
- ① Type and assigned number of the parking spaces for cars:  
\_\_\_\_\_ floor above ground/underground  surface parking space  
 mechanical parking space; assigned number: \_\_\_\_\_.
- ② Type and assigned number of the parking spaces for motorcycles:  
\_\_\_\_\_ floor above ground/underground; assigned number: \_\_\_\_\_ or refer to the location sketch.
- ③ Timing of use:  
 whole day  daytime  nighttime  others \_\_\_\_\_.
- (3) Leased auxiliary equipment:  
Auxiliary equipment:  yes  no; if yes, please refer to Attachment 1 "Confirmation of the current status of the Premises".

## Article 2 Lease period

The lease period shall commence on \_\_\_\_\_ (date) and end on \_\_\_\_\_ (date). (The lease period shall be more than 30 days).

## Article 3 Rent agreement and payments

The monthly rent payable by the Lessee shall be NT\$ \_\_\_\_\_ (all currency refers to New Taiwan Dollars hereinafter). Totally \_\_\_\_\_ month(s) of rent shall be paid for each payment period. Rents are due by  the \_\_\_\_\_ day of each month /  each payment period. By no excuse can the Lessee delay or refuse any rent payment. By no excuse can the Lessor request any rent increase during the lease term.

Rent payment methods:  cash  wire transfer: financial institution: \_\_\_\_\_; account name: \_\_\_\_\_; account number: \_\_\_\_\_;  others: \_\_\_\_\_.

## Article 4 Security deposit agreement and refund

The Parties agree that the security deposit shall be \_\_\_\_\_-month rent, totaling NT\$ \_\_\_\_\_ (not greater than the total amount of two-month rent). The Lessee shall pay such deposit to the Lessor upon execution of this Contract.

Upon expiry of the lease period or termination of the Contract, unless

otherwise under the circumstances of rent deductions as set forth in Paragraph 4 of Article 11, Paragraph 3 of Article 13, Paragraph 4 of Article 14, and Paragraph 2 of Article 18, the Lessor shall refund the security deposit set forth in the preceding paragraph or the net deposit, after deduction of debts incurred under the Contract, to the Lessee upon the surrender of the Premises by the Lessee.

### **Article 5 Relevant charges during the lease period**

Relevant charges incurred when using the Premises during the lease period shall be handled as agreed below:

(1) Property management fees:

- to be borne by the Lessor
- to be borne by the Lessee

Related to housing: NT\$ \_\_\_\_\_ per month.

Related to parking space: NT\$ \_\_\_\_\_ per month.

In case of an increase in such fees due to reasons not attributable to either one of the Parties during the lease period, the Lessee shall pay up to 10% of the additional fees; whereas in case of a decrease in such fees, the Lessee shall pay the adjusted lower fees.

- others: \_\_\_\_\_

(2) Water charges:

- to be borne by the Lessor
- to be borne by the Lessee
- others: \_\_\_\_\_

(3) Electricity charges:

- to be borne by the Lessor
- to be borne by the Lessee (Note: In the case of shared housing and that electricity consumption readings are agreed by the Parties to be adopted as cost sharing bases, the Lessee shall be liable for NT\$ \_\_\_\_\_ /kWh during summer months and NT\$ \_\_\_\_\_ /kWh outside summer months, provided that the charges do not exceed the unit prices per kWh in the highest rate bracket for the incurring month as set by TaiPower Company.)

- others: \_\_\_\_\_

(4) Gas charges:

- to be borne by the Lessor
- to be borne by the Lessee
- others: \_\_\_\_\_

(5) Internet charges:

- to be borne by the Lessor
- to be borne by the Lessee
- others: \_\_\_\_\_

(6) Other charges and payment methods thereof: \_\_\_\_\_

**Article 6 Tax burdens**

Any taxes charges related to this Contract shall be handled as agreed below:

1. House taxes and land value taxes shall be borne by the Lessor;
2. Notary fees NT\$ \_\_\_\_\_, on the notarization of the Contract if agreed by the Parties, shall be:
  - borne by the Lessor.
  - borne by the Lessee.
  - equally borne by the Parties.
  - others: \_\_\_\_\_
3. Other taxes and payment methods : \_\_\_\_\_

**Article 7 Restrictions on the use of the Premises**

The Premises shall be used for residential purpose only. Lessee shall not change the designated purpose of the Premises.

The Lessee agrees to abide by the condominium regulations or any other stipulations set for the residents. No illegal use or storage of any explosive or flammable materials is allowed.

The Lessee shall sublease, lend, or offer by any other means the Premises, in whole or in part, for use by other parties, or to transfer the lease to others with the consent of the lessor.

If the lessor agrees to sublease in the preceding paragraph, a consent letter shall be issued (as shown in Attachment 2) to indicate the scope and duration of the agreement to sublease and the reasons for termination of contract for the lessee to remind the sublessee when subleasing.

**Article 8 Repairs and maintenance**

Where there are any damages to the Premises or auxiliary equipment, the Lessor shall be liable for such repairs, unless otherwise agreed by the Parties, applicable to customary practices, or such damages are attributable to the Lessee.

Where such damages shall be borne by the Lessor as set forth in the preceding paragraph, the Lessee shall urge the Lessor for repairs by a specified deadline. If the Lessor fails to repair such damages by the deadline specified by the Lessee, the Lessee shall be entitled to carry out the repairs on one's own and request the Lessor for reimbursement of the costs incurred or deduct the costs from the rent as provided under Article 3.

Where the Lessor shall conduct necessary repairs and maintenance of the Premises, the Lessor shall give prior notices to the Lessee who shall not refuse the Lessor's requests without justifiable reasons.

During the abovementioned repairs and maintenance, the Lessee shall be entitled to request the Lessor for rent deduction in part or in whole if a part or the whole of the Premises becomes unsuitable for habitation or use.

### **Article 9 Interior renovation**

Where the Lessee requires interior renovation, approval shall be obtained from the Lessor and relevant regulations shall be observed to proceed with such renovation; no adverse effects shall be made to the structural safety of the original construction.

Where the Lessee's request for interior renovation is approved by the Lessor, the Lessee shall be liable for repairing any damages incurred during the renovation and/or addition.

Upon surrendering the Premises under the conditions set forth in Paragraph 1 hereof, the Lessee shall  be liable for restoring the Premises back to their original condition /  return the Premises as is /  meet other requirements: \_\_\_\_\_.

### **Article 10 Obligations and liability of the Lessor**

The Lessor shall present the supporting documents of the right to lease out the Premises as well as the Lessor's own identification card or other documents that prove the Lessor's identity for the Lessee to verify.

The Lessor shall hand over to the Lessee the Premises suitable for habitation and use as agreed, and shall maintain the suitability of the Premises for habitation and use during the lease period.

Prior to entering into the Contract, the Lessor shall first advise the Lessee of items and scope of the repairs and maintenance to be borne by the Lessee, if any (as shown in Attachment 3), whereas the Lessee shall acknowledge such advice. Without proper advice or acknowledgement of such repairs and maintenance, the Lessor shall be liable for such repairs and maintenance, and shall provide contact information in case repair is required.

### **Article 11 Obligations and liability of the Lessee**

When signing this Contract, the Lessee shall present the Lessee's own identification card or other documents that prove the Lessee's identity for the Lessor to verify.

The lessee shall be bound to maintain and use the Premises with the care of a good administrator.

The Lessee shall be liable for damages if the Lessee violates the said obligations and causes damages to or losses of the Premises, except in the

case where alterations or damages are incurred during the use of or entitlement to the Premises by the Lessee as agreed or as per the nature of the Premises.

Where the Lessee shall be liable for any damages as set forth in the preceding paragraph, the Lessee's liabilities shall be offsetable from the security deposit as provided in Paragraph 1 of Article 4. If the deposit is deficient for the owing deduction, the Lessor shall be entitled to request the Lessee to pay for the shortfall.

Where the Lessee is approved by the Lessor for sublease of the Premises, the Lessee shall enter into a sublease Contract with the Sublessee provided that the sublease scope and sublease period do not exceed those approved by the Lessor. As well, the Lessee shall notify the Lessor, in writing within 30 days after executing the sublease Contract, of the sublease scope, sublease period, and the Sublessee's name and correspondence address.

#### **Article 12 Partial nullification of the Premises**

During the lease period, due to reasons not attributable to the Lessee, part of the Premises is destroyed, the Lessee may request a reduction of the rent for the part destroyed.

#### **Article 13 Arbitrary termination of this Contract**

Other than the premature termination of the Contract as provided in Articles 16 and 17, the Parties  may /  shall not terminate this Contract prior to the expiry of the Contract.

Where a premature termination of the Contract arises as provided, either party of the Parties shall give a one-month advance notice to the other party. Failing to provide such an advance notice, the party terminating the Agreement straight shall compensate the other party up to one-month rent as a penalty.

Where the Lessee shall compensate the penalty as set forth in the preceding paragraph may be taken to discharge from the security deposit as provided in Paragraph 1 of Article 4. If the deposit is deficient for the owing deduction, the Lessor shall be entitled to request the Lessee to pay for the shortfall.

Upon terminating the Contract under the conditions set forth in Paragraph 1 hereof, the Lessor shall refund the rent collected in advance to the Lessee.

#### **Article 14 Return of the Premises**

Immediately upon expiry of the lease period or termination of the Contract, the Lessor shall settle with the Lessee any rents and relevant charges as agreed in Article 5, whereas the Lessee shall return to the Lessor

the Premises along with any auxiliary equipment as well as complete a handover inspection procedure and household deregistration or other kinds of deregistration.

For the purpose of returning the Premises as prescribed in the preceding paragraph, if either party fails to participate in the joint handover inspection within the required time limits despite the other party's request giving a specified deadline, the handover inspection shall be deemed completed.

If the Lessee fails to return the Premises as agreed under Paragraph 1 of this Article, the Lessor shall immediately make it known to the Lessee that the Contract shall not continue on an indefinite term and request the Lessee to pay an amount equivalent to the rent payable for the Lessee's past-due occupancy, including the current month, on a monthly basis (or on a daily basis in case of a period less than a month) until the Lessee returns the Premises.

Where the Lessee shall be liable for any outstanding rent payable and relevant charges as agreed in Article 5 as set forth in the preceding paragraph, the Lessee's liabilities shall be offsetable from the security deposit as provided in Paragraph 1 of Article 4 by the Lessor. If the deposit is deficient for the owing deduction, the Lessor shall be entitled to request the Lessee to pay for the shortfall.

#### **Article 15 Transfer of the ownership of the Premises**

This Contract continues to exist to the transferee even if the Lessor transfers the ownership of the Premises to a third party after the Lessor delivered the Premises and during the occupancy by the Lessee.

In the event of transfer of ownership as mentioned in the preceding paragraph, the Lessor shall hand over the security deposit and the rent collected in advance to the Transferee, and notify the Lessee accordingly in writing.

The provisions of the preceding two paragraphs shall not be applicable to this Contract if the Contract has not been notarized and involves an Contract term more than five years.

#### **Article 16 Early termination of this Contract by the Lessor**

The Lessor shall be entitled to make an early termination of this Contract, whereas the Lessee shall not request any compensations, under any of the following circumstances during the lease period:

1. Where the Lessor requires to reconstruct the Premises.
2. Where the Lessee has failed to pay overdue rents amounting to two months' rent despite the Lessor's request specifying a deadline for the payment.
3. Where the Lessee has failed to pay overdue property management fees or



- other charges up to an amount equivalent to two months' rent, despite the Lessor's request specifying a deadline for the payment.
4. Where the Lessee violates the provisions of Paragraph 1 of Article 7 by arbitrarily changing the use of the Premises , despite the Lessor's dissuasion.
  5. Where the Lessee violates the provisions of Paragraph 2 of Article 7 by using or storing explosive or flammable materials illegally, despite the Lessor's dissuasion.
  6. Where the Lessee violates the provisions of Paragraph 3 of Article 7 by arbitrarily subleasing the Premises or transferring the Lessee's rights to other parties.
  7. Where the Lessee damages the Premises or auxiliary equipment without repairing the Premises or making corresponding compensation, despite the Lessor's request specifying a deadline for repair.
  8. Where the Lessee violates the provisions of Paragraph 1 of Article 9 by performing interior renovation without the consent of the Lessor, despite the Lessor's dissuasion.
  9. Where the Lessee violates the provisions of Paragraph 1 of Article 9 by failing to carry out interior renovation in accordance with relevant laws and regulations, despite the Lessor's dissuasion.
  10. Where the Lessee violates the provisions of Paragraph 1 of Article 9 by damaging the structural safety of the original building during performance of the interior renovation.

The Lessor makes an early termination of the Contract in the preceding paragraphs shall notify the Lessee in writing attaching relevant supporting evidence within the time limits as prescribed below. However, those who terminate in accordance with the provisions of paragraphs 5 and 10 of the preceding paragraph may not notify in advance:

1. For those terminated in accordance with the provisions of paragraphs 1, three months before the termination.
2. The terminations in accordance with the provisions of paragraphs 2 to 4 and paragraphs 6 to 9 of the preceding paragraph, 30 days before the termination

#### **Article 17 Early termination of this Contract by the Lessee**

During the lease period, the Lessee shall be entitled to make an early termination of this Contract due to unsuitability of the Primeses for habitation, whereas the Lessor shall not request any compensations, under any of the following circumstances:

1. Where the Lessor has failed to perform necessary repair to the Premises when the Premises become unsuitable for habitation as agreed, despite the Lessee's request specifying a deadline for repair.
2. Where a part of the Premises becomes nullified due to reasons not

- attributable to the Lessee, and the rest of the Premises fails to serve the purpose of the lease.
3. Where the Premises are defective and endanger the safety or health of the Lessee or the Lessee' cohabitant(s); the same applies even if the Lessee has has known the defect or abandoned the right to terminate the lease when signing the contract.
  4. Where the Lessee is in need of long-term recuperation due to illness or accident.
  5. Where a third party is claiming its rights on the Premises such that the Lessee can no longer use the Premises for residential purpose as agreed.

Where the Lessee makes an early termination of the Contract in accordance with the provisions of the preceding paragraphs, the Lessee shall notify the Lessor in writing attaching relevant supporting evidence 30 days prior to the termination of the Contract. However, where such early termination arises in accordance with the provisions of paragraphs 3, the Lessee is not required to give prior notice to the Lessor.

If the Lessee passes away, the Lessee's successor shall be entitled to request termination of the Contract. The notice period and method shall be applied by the preceding paragraph.

#### **Article 18 Disposal of items left behind**

Upon termination of the leasing relationship, when a handover procedure is or is deemed completed according to Article 14, items left behind by the Lessee shall be deemed abandoned by the Lessee unless otherwise agreed by the Parties, provided that the Lessee has failed to retrieve such items despite the Lessor's notice specifying a deadline for item retrieval;

Costs incurred by the Lessor for disposal of the items left behind by the Lessee shall be deductible from the security deposit as provided in Paragraph 1 of Article 4. If the deposit is deficient for the owing deduction, the Lessor shall be entitled to request the Lessee to pay for the shortfall.

#### **Article 19 Service and delivery of notices**

Unless otherwise provided by this Contract, the notices between the Lessor and the Lessee shall be served at the addresses stated in this Contract if sent by post.

If a notice cannot be served at either party's address due to the failure to notify the other party of a change of address, the date of first postal delivery shall be deemed the date of notice service.

In addition to the service method by post as provided in Paragraph 1 hereof, the Parties agree that notice may be served via  e-mail (at: \_\_\_\_\_) /  Mobile SMS /  instant messaging Apps (for text display).

**Article 20 Settlement of doubts**

Where any doubts arise from the terms of this Contract, interpretations shall be made in favor of the Lessee.

**Article 21 Other Contracts**

The Parties agree  to notarize /  not to notarize this Contract.

Where this Contract is notarized, the Parties  do not agree /  agree to provide in the notarial certificate the compulsory enforcement for the following matters:

- 1. Where the Lessee fails to return the premises after the expiry of the lease period.
- 2. Where the Lessee fails to pay any overdue rents, fees and charges; to reimburse any property management fees paid by the Lessor or the owner of the Premises on behalf of the Lessee; or to pay the amount payable due to violation of this Contract.
- 3. Where the Lessor shall but fails to refund the security deposit, in whole or in part, upon expiry of the lease period or termination of the Contract.

Where any guarantor(s) is/are involved in the compulsory enforcement for monetary liabilities as provided in the notarial certificate, the guarantor(s) shall be subject to Subparagraph(s) \_\_\_\_\_ of the latter part of the preceding paragraph.

**Article 22 Effectiveness of the Contract and relevant Attachments**

This Contract shall become effective on the date of execution. Each party shall retain one original copy of this Contract, respectively.

The advertisements and relevant Attachments of this Contract shall be deemed an integral part of this Contract.

**Article 23 Handling of matters not covered**

Any matters not covered in this Contract shall be settled in a fair manner based on applicable laws and regulations, customary practices, and the principles of equality, reciprocity, honesty, and credibility.

Attachments:

- Photocopy of the title deed of the building or other supporting document that proves the rights to lease the building
- Photocopy of the occupancy permit
- Photocopies of the ID cards of the Parties
- Photocopy of the ID card(s) of the guarantor(s)
- Power of Attorney for the representative to execute this Contract
- Confirmation of the current status of the Premises

- Letter of Consent by the Lessor on the sublease scope, the sublease period, and causes for termination of this Contract
- Letter of Acknowledgement by the Lessee on items and scope of the repairs and maintenance borne by the Lessee
- List of auxiliary equipment
- Location and Layout Sketch of the Premises
- Others (building survey maps, photos of current interior conditions, Tax Statements, etc.)

**The Parties to the Contract**

**The Lessor:**

Name: \_\_\_\_\_ Signature/Seal: \_\_\_\_\_

ID number/ Business administration number (BAN): \_\_\_\_\_

Household registration address/ business registration address:

\_\_\_\_\_

Correspondence address:

\_\_\_\_\_

Telephone: \_\_\_\_\_

**The Lessee:**

Name: \_\_\_\_\_ Signature/Seal: \_\_\_\_\_

ID number/ Business administration number (BAN): \_\_\_\_\_

Household registration address/ business registration address:

\_\_\_\_\_

Correspondence address:

\_\_\_\_\_

Telephone: \_\_\_\_\_

**The guarantor:**

Name: \_\_\_\_\_ Signature/Seal: \_\_\_\_\_

ID number/ Business administration number (BAN): \_\_\_\_\_

Household registration address/ business registration address:

\_\_\_\_\_

Correspondence address:

\_\_\_\_\_

Telephone: \_\_\_\_\_

**The real estate broking agency:**

Name (company or firm): \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Business administration number (BAN): \_\_\_\_\_

Person in charge: \_\_\_\_\_ Signature/Seal: \_\_\_\_\_  
ID number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**The real estate broker:**

Name: \_\_\_\_\_ Signature/Seal: \_\_\_\_\_  
ID number: \_\_\_\_\_  
Correspondence address:

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Telephone: \_\_\_\_\_  
Certificate number: \_\_\_\_\_  
E-mail: \_\_\_\_\_

Date: \_\_\_\_\_ (month) \_\_\_\_\_ (day), \_\_\_\_\_ (year)

Attachment 1

**Confirmation of the current status of the Premises**

Filled in on: \_\_\_\_\_ (date)

Items	Contents	Remarks & Descriptions
1	<input type="checkbox"/> With or <input type="checkbox"/> without unregistered alterations, extensions, additions, and illegal constructions: <input type="checkbox"/> The first floor _____ m <sup>2</sup> . <input type="checkbox"/> _____ floor _____ m <sup>2</sup> . <input type="checkbox"/> Top floor _____ m <sup>2</sup> . <input type="checkbox"/> other areas: _____ m <sup>2</sup>	If the Premises constitute an illegal construction (buildings with extension or addition that is not legally applied for), the Lessor shall make it fully known to the Lessee so that the Lessee understands that it's likely the Premises may be in danger of being demolished or exposed to other dangers at any time.
2	Building type: _____ The current layout of the building: _____ Room(s) (space, chamber); _____ Living room(s); _____ Bathroom room(s). <input type="checkbox"/> With or <input type="checkbox"/> without compartments	1. Building type: (1) General buildings: sole-ownership property (including standalone house, townhouse, duplex, etc.) without common ownership (2) Unit-ownership building: condominium (5-story or below without elevators), house, shop (store), office and commercial building, residential or composite building (11-story or more with elevators), mansion (10-story or below with elevators), and suites (including one bedroom, one living room, one bathroom), etc. (3) Other special building: such as factory, factory office, farm building, warehouse, etc. 2. Current situation & layout (for example: the number of bedrooms, living/dining rooms, bathrooms, and whether there are compartments)
3	Types and assigned numbers of the parking spaces for cars: _____ floor above ground/underground; <input type="checkbox"/> surface parking space; <input type="checkbox"/> mechanical parking space; <input type="checkbox"/> other _____ assigned number: _____; number of spaces: _____; <input type="checkbox"/> with or <input type="checkbox"/> without independent certificates of ownership.	

	<input type="checkbox"/> with or <input type="checkbox"/> without attached Collaboration Contract and drawing. Type and assigned number of the parking spaces for motorcycles: ___ floor above ground/underground; assigned number: _____; number of spaces: _____; or refer to the location sketch.	
4	<input type="checkbox"/> With or <input type="checkbox"/> without residential fire alarms. <input type="checkbox"/> With or <input type="checkbox"/> without other fire-fighting facilities; if yes, list items below: (1) _____, (2) _____, (3) _____. <input type="checkbox"/> Yes <input type="checkbox"/> No - regular fire safety inspections?	The owner of a dwelling that is not required to install automatic fire alarm equipment shall install and maintain residential fire alarms in accordance with the provisions of Paragraph 5 of Article 6 of the <i>Fire Services Act</i> .
5	<input type="checkbox"/> Yes <input type="checkbox"/> No - water seepage or leakage? If yes, list the seepage/ leakage spots: _____. Treatment of the seepage/ leakage: <input type="checkbox"/> The Lessor shall repair the seepage/ leakage before handover of the Premises. <input type="checkbox"/> Repaired by the Lessee. <input type="checkbox"/> Handover of the Premises as is. <input type="checkbox"/> Other _____.	
6	<input type="checkbox"/> Yes <input type="checkbox"/> No - Any inspection done to test if the Premises are radioactively contaminated? If yes, please attach the inspection certificate. Inspection result: <input type="checkbox"/> Yes <input type="checkbox"/> No - Any radiation abnormality? If yes, state any treatments: <input type="checkbox"/> The Lessor shall rectify the situation before handover of the Premises. <input type="checkbox"/> Rectification by the Lessee. <input type="checkbox"/> Handover of the Premises as is.	Special attention shall be paid to inspections for buildings that have obtained an occupancy permit from 1982 to 1984. The website of Atomic Energy Council has provided a "Query system on buildings with radioactive contamination of more than 1 millisievert current year" which allows the public to inquire about the information of buildings with radioactive contamination. For improvements on such buildings, please consult Atomic Energy Council for technical support.

	<input type="checkbox"/> Other _____	
7	<input type="checkbox"/> Yes <input type="checkbox"/> No - Has an inspection of water-soluble chloride ion content in reinforced concrete (including inspection items for buildings built with unreliable concrete) been conducted? If yes, state the inspection results: <hr/> <input type="checkbox"/> Yes <input type="checkbox"/> No - Does water-soluble chloride ion content exceed the allowable value? If yes, state any treatments: <hr/> <input type="checkbox"/> The Lessor shall repair the Premises before handover.  <input type="checkbox"/> The Lessee shall repair the Premises.  <input type="checkbox"/> The Premises shall be handed over as is.  <input type="checkbox"/> Others _____	1. Prior to July 21, 1994, CNS3090 did not specify the maximum water-soluble chloride ion content (according to water dissolution) allowable in the reinforced concrete.  2. For buildings declared for construction and inspection from July 22, 1994 to June 24, 1998 in accordance with the building regulations, the CNS3090 inspection standards published on July 22, 1994 shall apply, where the maximum water-soluble chloride ion content in the reinforced concrete (according to water dissolution) allowable is 0.6 kg/m <sup>3</sup> .  3. For buildings declared for construction and inspection from June 25, 1998 to January 12, 2015 in accordance with the building regulations, the CNS3090 inspection standards published on June 25, 1998 shall apply, where the maximum water-soluble chloride ion content in the reinforced concrete allowable is 0.3 kg/m <sup>3</sup> .  4. For buildings declared for construction and inspection after January 13, 2015 in accordance with the building regulations, the CNS3090 inspection standards published on January 13, 2015 shall apply, where the maximum water-soluble chloride ion content in the reinforced concrete shall be 0.15 kg/m <sup>3</sup> .  5. The abovementioned inspection data are available upon request at the competent authority in charge of the construction industry. There are different inspection standards in different periods, both parties to the lease should pay attention to themselves.



8	<p>Has any homicide, suicide, carbon monoxide poisoning, or other unnatural death occurred in (the individual unit) the Premises?</p> <p>(1) During the holding of the title of the Premises: <input type="checkbox"/> Yes <input type="checkbox"/> No - Have any of above circumstances occurred?</p> <p>(2) Before holding of the title of the Premises,</p> <p><input type="checkbox"/> Nothing listed above had ever occurred.</p> <p><input type="checkbox"/> It is known that the circumstances listed above occurred before.</p> <p><input type="checkbox"/> It is not known whether the circumstances listed above happened.</p>	
9	<p><input type="checkbox"/> Yes <input type="checkbox"/> No - Is water supply and drainage normal? If not, then:</p> <p><input type="checkbox"/> The Lessor shall repair the Premises before handover.</p> <p><input type="checkbox"/> The Lessee shall repair the Premises.</p> <p><input type="checkbox"/> The Premises shall be handed over as is.</p> <p><input type="checkbox"/> Others _____.</p>	
10	<p><input type="checkbox"/> Yes <input type="checkbox"/> No - Are there any condominium regulations or other stipulations that residents of the building shall comply with? If yes, <input type="checkbox"/> Yes <input type="checkbox"/> No - are such statutes of the condominium or other stipulations attached?</p>	
11	<p><input type="checkbox"/> Yes <input type="checkbox"/> No - Is there a management committee for unified management? If yes, then: The management fee related to the residence shall be:</p> <p><input type="checkbox"/> NTD _____ per month</p> <p><input type="checkbox"/> NTD _____ per quarter</p> <p><input type="checkbox"/> NTD _____ per year</p> <p><input type="checkbox"/> Others _____.</p>	<p>The same applies to parking management fees in the name of cleaning fees.</p>

	<p>The management fee related to the parking space shall be:</p> <p><input type="checkbox"/> NTD_____ per month</p> <p><input type="checkbox"/> NTD_____ per quarter</p> <p><input type="checkbox"/> NTD_____ per year</p> <p><input type="checkbox"/> Others _____.</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No - Are there any arrears of management fees related to the residence or the parking space? If yes, arrears = NTD_____.</p>	
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12	<p>The auxiliary equipment include items as follows:</p> <p><input type="checkbox"/> TV _____ pieces</p> <p><input type="checkbox"/> TV cabinet _____ pieces</p> <p><input type="checkbox"/> sofa _____ sets</p> <p><input type="checkbox"/> coffee table _____ pieces</p> <p><input type="checkbox"/> dining table (chair) ___ sets</p> <p><input type="checkbox"/> shoe cabinet _____ pieces</p> <p><input type="checkbox"/> curtain _____ sets</p> <p><input type="checkbox"/> lighting fixtures _____ pieces</p> <p><input type="checkbox"/> refrigerator _____ pieces</p> <p><input type="checkbox"/> washing machine _____ pieces</p> <p><input type="checkbox"/> bookcase _____ pieces</p> <p><input type="checkbox"/> bed sets (headboard) ___ pieces</p> <p><input type="checkbox"/> wardrobe _____ sets</p> <p><input type="checkbox"/> dressing table _____ pieces</p> <p><input type="checkbox"/> desk and chair _____ sets</p> <p><input type="checkbox"/> dining table and chair ___ sets</p> <p><input type="checkbox"/> storage cabinet _____ pieces</p> <p><input type="checkbox"/> telephone _____ pieces</p> <p><input type="checkbox"/> security facilities ___ sets</p> <p><input type="checkbox"/> microwave oven _____ pieces</p> <p><input type="checkbox"/> dishwasher _____ pieces</p> <p><input type="checkbox"/> air-conditioner _____ pieces</p> <p><input type="checkbox"/> exhaust hood _____ pieces</p> <p><input type="checkbox"/> kitchen counter _____ pieces</p> <p><input type="checkbox"/> gas stove _____ sets</p> <p><input type="checkbox"/> water heater _____ pieces</p> <p><input type="checkbox"/> natural gas</p> <p><input type="checkbox"/> others _____</p>	
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<p>The Lessor: _____ (Signature/Seal)</p>		
<p>The Lessee: _____ (Signature/Seal)</p>		
<p>Date of execution: _____(month) _____ (day), _____ (year)</p>		

**Letter of Consent by the Lessor  
on the sublease scope, the sublease period, and  
causes for termination of this Contract**

On \_\_\_\_\_(mm) \_\_\_\_\_ (dd), \_\_\_\_\_(yyyy), the Lessor \_\_\_\_\_ and the Lessee \_\_\_\_\_ entered into the lease Contract for leasing the Premises to the Lessee. The Lessor hereby consents to the Lessee's subleasing the Premises to a third party during the lease period, where the sublease scope and matters relating thereto are listed in the form below. Nevertheless, the Lessee shall notify the Lessor, in writing within 30 days after executing the sublease Contract, of the sublease scope, sublease period, the sublessee's name and correspondence address, among other relevant information.

The Lessor: \_\_\_\_\_ (Signature/Seal)

The Lessee: \_\_\_\_\_ (Signature/Seal)

Date: \_\_\_\_\_(month) \_\_\_\_\_ (day), \_\_\_\_\_ (year)

**The Lessor’s Consent Form on the sublease scope, the sublease period, and causes for termination of this Contract**

Premises for lease	City/County		
	Township/ City/District		
	Street/ Road		
	Section		
	Lane		
	Alley		
	No		
	Floor		
	Unit		
Sublease scope		<input type="checkbox"/> in whole <input type="checkbox"/> in part	<input type="checkbox"/> in whole <input type="checkbox"/> in part
Sublease period		From _____ (date) to _____ (date)	From _____ (date) to _____ (date)
Is there an agreement about early termination?		<input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, please specify.	<input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, please specify.
Remark		Where a part of the Premises is subleased, a location sketch thereof shall be included.	

**NOTE:**

During the lease period for the original leased Premises, other causes for early termination of the Contract than those provided in Articles 16 and 17 that may lead to early termination of the Contract include:

\_\_\_\_\_ (as agreed by the Parties).

**Letter of Acknowledgement by the Lessee  
on items and scope of the repairs and maintenance  
borne by the Lessee**

On \_\_\_\_\_(mm) \_\_\_\_\_(dd) \_\_\_\_\_(yy), the Lessor  
\_\_\_\_\_ and the Lessee \_\_\_\_\_  
entered into the lease Contract for leasing the Premises to the Lessee.  
In accordance with Paragraph(s) \_\_\_\_\_ of Article \_\_\_\_\_ of  
the Contract, the Parties hereby agree to the items and scope of the  
repairs and maintenance that shall be borne by the Lessee, as listed in  
the form below. (The list is just an example, it should be confirmed by  
both parties to the lease after agreeing on the actual situation.)

The Lessor: \_\_\_\_\_ (Signature/Seal)

The Lessee: \_\_\_\_\_ (Signature/Seal)

Date: \_\_\_\_\_(month) \_\_\_\_\_(day), \_\_\_\_\_(year)

# Schedule of items and scope of the repairs and maintenance that shall be borne by the Lessee

Filled in on: \_\_\_\_\_ (date)

Scope of the Premises	Items of equipment or facilities	Quantities	Remarks
Exterior			
Living room, dining room, and bedroom			
Kitchen and bathroom facilities			
Others			

**NOTE:**

1. The Lessor shall fill in the above form, item by item, listing the items and scope of repairs and maintenance that shall be borne by the Lessee, and the Lessee shall acknowledge the schedule as listed in the form accordingly. Where the space in the form is not enough to list all auxiliary equipment or facilities, other items may be added in the “Others” field.
2. Where repairs and maintenance of equipment or facilities are not specifically agreed or acknowledged by the Parties to be borne by the Lessee, the Lessor shall be liable for such repairs and maintenance, unless the damage is attributable to the Lessee.
3. Contact method with respect to repairs and maintenance:
  - Same as the basic information of the Lessor as stated in Article \_\_\_ of the Contract.
  - Rental housing management business
    - (1) Name: \_\_\_\_\_
    - (2) Business address: \_\_\_\_\_
    - (3) Contact number: \_\_\_\_\_
    - (4) E-mail: \_\_\_\_\_
  - Other contact information: (if any, please specify:)

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## **Notes on Execution of the Contract**

### **1. Scope of application**

- (1) The purpose of the Premises as stated in the Sample Residential Lease Contract shall be for residential use by the Lessee, and this Sample Contract shall be served as a reference for the Lessor and the Lessee to execute their residential lease Contract (hereinafter referred to as this Contract).
- (2) According to Letter No. Yuan-Tai-Xiao-Bao-Zi-[1050165274] dated May 30, 2016 issued by the Department of Consumer Protection of the Executive Yuan, “repetitive rather than occasional leasing as business behavior, whether by a company, group, or an individual and whether or not the operation is legally registered or licensed with an administrative body, shall be considered business operation.” In relation to the Lessor’s leasing of the Premises to the Lessee for residential purpose, if such behavior meets the above criterion, a consumption relationship is shaped up between the Lessor and the Lessee, and the *Consumer Protection Act* shall apply.

### **2. Rights to review the Contract**

If the Lessor is a business entity, a reasonable period of up to 30 days shall be given to the Lessee to review all of the terms and conditions of the Contract before entering into a standard form of Contract with the Lessor. In order for the Lessee to have sufficient and reasonable time to review the terms and conditions of the Contract in detail, at least three days shall be given to the Lessee for review of the Contract.

In the event that the provision of the review period as set forth in the preceding paragraph is not established when a standard form of Contract is executed by and between the Lessor and the Lessee, it does not constitute part of the Contract; nevertheless, the Lessee may suggest to include such terms in the contents of the Contract (Paragraphs 1 to 3 of Article 11-1 of the *Consumer Protection Act*).

### **3. Definition of lease**

“A lease is a contract whereby the parties agree that one of them shall let the other party use a thing or collect profits therefrom and the latter shall pay a rent for it” (Article 421 of the *Civil Code*). A lease Contract shall become effective when both parties agree on the leasing object and the rent. To help the parties hereto clearly understand their own stance and mutual relationship in terms of rights and obligations, the party who pays the rent is referred to as “the Lessee”, and the party who delivers the premises for lease is referred to as “the Lessor”.

### **4. Leased premises**

- (1) The Premises shall be the building leased out for residential use, not limited to legal buildings.
- (2) In regards to the scope of the leased residence, the records in the register shall prevail for registered Premises; the house tax certificate or actual survey results shall prevail for unregistered Premises.
- (3) Where the scope of the lease is not the whole of the Premises (for example, only suites or bedrooms on some of the floors are leased), the Lessor shall prepare a “Location and Layout Sketch of the Premises” where the leased scope shall be indicated to verify the actual leased location or scope of the Premises.
- (4) To avoid any differences in perception between the Parties in regard to the existence of any unregistered alterations, extensions, additions, and illegal constructions, or inclusion of other auxiliary equipment such as air conditioner, furniture, etc., the attached Attachment 1 “Confirmation of the current status of the Premises” of this Sample Contract may be used as a reference for verification by the Parties, thereby avoiding disputes.
- (5) When moving into the Premises, the Lessee may request the Lessor to conduct a joint inspection on the current condition of the Premises and equipment, while photos shall be taken for filing. For any auxiliary equipment, a list shall be made as a reference for restoring the original condition of the Premises upon the Lessee’s returning of the Premises.

## **5. The lease period and format of Contract**

In order to facilitate the testification and safeguard the interests of the Parties to the Contract, the Parties thereto shall enter into a lease Contract in writing and specifically set out the lease period which shall not be less than 30 days. (Please refer to Paragraph 4, Article 4 of the *Rental Housing Market Development and Regulation Act*.)

## **6. Contract on and payment of rent**

- (1) The rent shall be calculated on a monthly basis, and the number of months of rent, payment timing, and payment method for each instalment shall be agreed by the Parties to avoid disputes.
- (2) The Lessee shall pay rent according to the timing agreed. By no excuse can the Lessee delay or refuse any rent payment, whereas the Lessor shall not request any rent increase during the lease period for any reason.
- (3) The rent of rental housing is mutually agreed upon by the lessor and the lessee, and Article 97 of the Land Act is not applicable. (as provided in



Article 6 of the *Rental Housing Market Development and Regulation Act*).

### **7. Contract on and refund of security deposit**

- (1) The security deposit is the money prepaid to guarantee the coverage of the debt arising from the Contract by the Lessee, and is mainly used to guarantee compensations for the damage thereof and to handle the items left behind by the Lessee. The maximum amount of the security deposit shall not exceed the sum of two months' rent. The Lessee shall pay such security deposit to the Lessor upon execution of the Contract.
- (2) Upon expiry of the lease period or termination of the Contract, the Lessor shall refund the security deposit or the net deposit, after deduction of debts incurred arising from the Contract, to the Lessee.
- (3) Upon the payment of the security deposit or the rent by the Lessee, the Lessor shall issue to the Lessee a receipt or indicate the receipt of such payment from the Lessee on the copy of the Contract held by the Lessee. Where the payment is made via remittance by the Lessee, the Lessee shall retain the remittance receipt for reference. Similarly, when the Lessor returns the security deposit to the Lessee, the Lessee shall be required to issue a receipt or indicate the receipt of the refunded security deposit on the copy of the Contract held by the Lessor.

### **8. Contract on relevant charges during the lease period**

- (1) In practice, there are various types of relevant charges that may be incurred in relation to the use of the Premises, such as charges for water, electricity, gas, internet, and management fees. In some Contracts, such charges are included in the rent, whereas others required such charges to be paid separately by the Lessee or jointly by the Parties. The Parties shall specify in the Contract in advance the amount of or the method of splitting such charges by each of the Parties, so as to avoid future disputes.
- (2) Where the scope of the lease is not the whole of the Premises (for example, only suites or bedrooms on some of the floors are leased), the parties shall specify in the Contract in advance the amount of or the method of splitting such relevant charges by each of the Parties and the payment method, based on the practical circumstances of the lease. For example, power consumption of the leased room can be calculated based on the actual kilowatt hour readings on a separate meter for the room, and according to the schedule of TaiPower Company. TaiPower Company charges on a progressive system of electricity brackets, differentiating seasonal schedules for summer months and non-summer months. Therefore, the agreed electricity charges shall not be more than the maximum unit price per kilowatt hour (/kWh) of the highest electricity bracket for the incurring month as set by TaiPower Company for

summer and non-summer months. The summer months refer to the period from June 1 to September 30 each year, while the non-summer months refer to the time outside such range.

#### **9. Restrictions on the use of the Premises**

- (1) The Lessee shall use the Premises or collect profits therefrom in the method as agreed upon, and shall abide by the rights and obligations as provided in the condominium regulations or any other stipulations set for the residents thereto.
- (2) The Lessee shall not, unless otherwise permitted by the Lessor, sublease the Premises, in whole or in part, for use by any third party. Where the Lessor permits the Lessee to sublease the Premises, the Lessor shall issue a “Letter of Consent on the sublease scope, the sublease period, and causes for termination of this Contract” (as shown in Attachment 2) to the Lessee who then shall present to the sublessee such proof of consent from the Lessor, so as to avoid future disputes and protect the Lessor’s and the sublessee’s rights and interests. (Paragraphs 1 and 2, Article 9 of the Rental Housing Market Development and Regulation Act)
- (3) Where the Lessee subleases the Premises, in whole or in part, the Consumer Protection Act does not apply to the Lessee upon any disputes over the terms of the Contract or the lease, since the Lessee is not the ultimate consumer.
- (4) Residences leased with this Sample Contract shall not be used for business purpose; therefore, the Lessor may refuse a lessee who is registered as a company or business and the sales (tax) registration thereof.

#### **10. Repairs and maintenance**

- (1) Where there are any damages to the Premises or auxiliary equipment, the Lessor shall be liable for such repairs, unless otherwise agreed by the Parties, applicable to customary practices, or such damages are attributable to the Lessee. Where the Lessor shall conduct necessary repairs and maintenance of the Premises, the Lessee shall not refuse the Lessor’s requests.
- (2) The obligations of the Lessor concerning repairs and maintenance are to ensure that the Lessee can use the Premises or collect profits therefrom as agreed upon. If the Lessee adds anything to the Premises, the Lessor is not obliged to repair and maintain such additions (Reference to precedent of (63)-Tai-Shang-Zi No.[99] of the Supreme Court).
- (3) Where repairs and maintenance of the Premises and auxiliary equipment shall be borne by the Lessor, if the Lessor fails to repair such damages within time specified by the Lessee, the Lessee may carry out the repairs on one’s own and request the Lessor for reimbursement of the costs incurred or deduct the costs from the rent as provided under Article 3 of this Contract.
- (4) The Parties shall verify whether there are any seepage or leakage in the

Premises prior to handover of the Premises to the Lessee. If there are any seepage or leakage, the Parties shall reach an Contract on the method to address this issue (such as repairs by the Lessor before handover of the Premises, handover of the Premises as is, rent reduction, or repairs by the Lessee).

## **11. Interior renovation**

- (1) Where the Lessee requires interior renovation, approval shall be obtained from the Lessor and relevant regulations shall be observed to proceed with such renovation where no adverse effects shall be made to the structural safety of the original construction. Upon surrendering the Premises, the Lessee shall be liable for restoring the Premises back to their original condition, as agreed by the Parties to avoid disputes.
- (2) Where the Lessee's request for interior renovation is approved by the Lessor, the Lessee shall comply with relevant laws and regulations by entrusting an interior renovation company registered at and approved by the Ministry of the Interior. The so-called "relevant laws and regulations" include the Urban Planning Law, Fire Services Act, Building Act, etc. For example, carrying out an interior renovation of old Premises shall be handled in accordance with the provisions of Article 77-2 of the Building Act, while the following matters shall be observed:
  - ① The interior renovation of buildings for public use shall be reviewed and approved. However, the central competent authority shall be entitled to authorize the Association of Architects or other relevant professional technical organizations for such review and approval.
  - ② The construction materials shall meet the requirements of the Building Technical Regulations.
  - ③ The renovation shall not hinder or destroy fire refuge facilities, fire equipment, fire zoning, and main structures.
  - ④ The facilities for protecting people's privacy shall not be hindered or destroyed.
- (3) If any floor of a congregate residence, residence, or any residential unit (household) is divided into more than six occupancy units (excluding living rooms and dining rooms) or rooms that house more than ten beds, such use category belongs to H-1 group as specified in Article 2 of the "*Methods for building usage groups and usage change*", and the building falls into the so-called "buildings for public use" category in accordance with the *Building Act*. (Refer to the ordinance Tai-Nei-Ying-Zi-[1070803969] dated April 24, 2018 promulgated by the Ministry of the Interior.)

## **12. Arbitrary termination of this Contract**

- (1) Where a definite lease period is set for a lease, the relationship between the Lessor and the Lessee shall cease to exist upon expiry of the lease period. Thus, when entering into the Contract, the Parties shall reach an Contract on whether early termination of the Contract during the lease period is allowed, as well as the liquidated damages therewith, so as to protect their own rights and interests.
- (2) With respect to a lease Contract with a definite lease period, if either party is allowed to prematurely terminate the Contract prior to the expiry of the lease period, the terminating party shall notify the other party in advance in accordance with Article 13 of this Sample Contract. Failure to notify the other party in advance as agreed while terminating the Contract straight, the terminating party shall compensate the other party liquidated damages in the amount up to one month's rent.
- (3) Notwithstanding the Contract of the Parties to forbid termination of the Contract, the Parties may still terminate the Contract if required by law or in case of de-facto incidents of the circumstances that allow termination of the Contract as set forth in Article 16 or 17 of this Sample Contract. Where no circumstances for termination of the Contract set forth in Article 16 or 17 of this Sample Contract are applicable, the Parties shall agree on the liquidated damages between themselves in the principle of contracting with free will.

## **13. Early termination of this Contract by the Lessor**

In order to ensure the livability and safety of the Premises, when recovering the Premises for reconstruction, the Lessor shall, in accordance with Article 16 of the Sample Contract, notify the Lessee in writing and provide specific evidence three months before the termination of Contract (such as the demolition permit issued by the competent construction authority, or the proof of waiving the demolition permit as stipulated in Article 78 of the *Building Act*), so as to ensure the Lessee's residential rights and interests.

## **14. Early termination of this Contract by the Lessee**

- (1) Where the Lessee is in need of long-term recuperation due to illness or accident, the Lessee shall be entitled to prematurely terminate the Contract in accordance with Paragraph 1 of Article 17 of the Sample Contract, provided the Lessee shall provide evidence (such as a diagnosis certificate issued by a registered medical institution proving that the Lessee requires more than six months of recuperation).
- (2) In accordance with the provisions of Article 6 of the Civil Code, if the Lessee passes away, the Lessee's successor shall be entitled to suggest early

termination of the Contract in accordance with Paragraph 3, Article 17 of this Sample Contract, if the successor does not need to use the leased Premises.

- (3) Under the situation mentioned in Paragraph (2), the successor shall notify the Lessor in writing along with relevant evidence thirty day prior to the termination of the Contract.

#### **15. Return of the Premises**

- (1) When the Lessee returns the Premises, if there is a list of auxiliary equipment or photographs taken earlier for reference, the Parties shall jointly inspect the Premises and equipment, item by item, to complete the return of the Premises.
- (2) Upon returning the Premises, if the Lessee fails to deregister the household registration of oneself and of other legal persons or organizations, the owner of the Premises shall be entitled to, in accordance with Article 16 of the Household Registration Law and other relevant provisions, apply to the household registration office or competent authority for deregistration or nullification of such household registration, with proof of nullification of lease.

#### **16. Settlement of doubts on the terms of Contract**

- (1) Notwithstanding the terms in this Sample Contract, the rights of the Lessee under the Consumer Protection Act shall not be affected.
- (2) Where any doubts arise from the terms of this Contract, interpretations shall be made in favor of the Lessee, in accordance with the provisions of Paragraph 2, Article 11 of the Consumer Protection Act. Where the Lessee subleases the Premises, the Consumer Protection Act does not apply upon any disputes over the terms of the Contract or the lease, since the Lessee is not using the Premises as the ultimate consumer.

#### **17. Settlement of consumer disputes**

- (1) The Parties agree to handle consumer disputes arising from the Contract in the following manners:
  - ① To apply for conciliation in accordance with the Regulations of Governing Establishment and Conciliation by Committees on Real Estate Dispute Conciliation at Municipality/City/County Levels.
  - ② In accordance with Articles 43 and 44 of the Consumer Protection Act, the Lessee shall be entitled to make a complaint to the Lessor, consumer advocacy groups, or consumer service centers. If the complaints has not been properly responded to, a further complaint with the consumer ombudsmen of the municipal governments or the county (city) governments can be made. If the consumer complaints are still not properly responded to, mediation can be made with the consumer dispute mediation commission of the municipal governments or the

county (city) governments.

- ③ According to The Township and County-Administered City Mediation Act to apply the mediation committees for mediation.
  - ④ In accordance with Articles 403 and 404 of Taiwan Code of Civil Procedure, to apply the court for initiating the mediation.
  - ⑤ In accordance with the provisions of the Arbitration Law of ROC, to apply for the arbitration.
- (2) The civil mediation approved by the court shall have the same effect as a binding judgment under the civil litigation; A mediated agreement by the arbitrator has the same force and effect as that of an arbitral settlement agreement; The arbitral award shall, insofar as relevant, be binding on the parties and have the same force as a final judgment of a court.

Related URLs for handling disputes outside the litigation are as follows:

- ① Appeal and mediation system of the Consumer Protection Committee, Executive Yuan:  
<https://appeal.cpc.ey.gov.tw/WWW/Default.aspx/>
- ② Inquiry platform for Alternative Dispute Resolution (ADR):  
<http://adrmap.judicial.gov.tw/>

## **18. Effects of the Contract**

To protect private rights and avoid disputes, the Parties shall exercise due caution when entering into the Contract. It is in the Parties' interest to request a notary public to prepare a notarial certificate or certification document over the juristic acts or facts about the private rights involved.

## **19. Retention of copies of the Contract by each party**

- (1) When entering into an Contract, the Parties shall carefully review the terms of the Contract, affix their signatures, seals, or fingerprints, indicate their permanent and mailing addresses, and provide their ID numbers or ID supporting document numbers. This Contract shall be made in duplicate, with the Lessor and the Lessee each holding one original copy. Where there is a guarantor involved, this Contract shall be made in triplicate, with the Lessor, the Lessee, and the guarantor each holding one original copy.
- (2) Where the Contract is over two pages, the Parties shall affix seal on the perforation, to avoid the possibility of page replacement. Where there are any changes made to the content of the Contract, signature or seal shall be affixed on the spots where such change is made, so as to safeguard the rights and interest of the Parties.

## **20. Confirmation of the identity of the Parties**

- (1) The Parties' identities shall be confirmed with such identity documents as ID

cards, driver's licenses, and health insurance cards before executing the Contract. If the Contract is not executed by the Parties themselves, the persons executing the Contract shall present the power of attorney which authorizes them to execute the Contract.

- (2) To prove whether the Lessor is the homeowner or the subleasing landlord, the Lessee shall be entitled to request the Lessor to present the title deed of the Premises, such as a certificate of ownership, a copy of the registration, or an original lease Contract. (Attention shall be paid to provisions, if any, of prohibition on subleasing during the lease period.)

## **21. Signature/seal of the real estate agent**

If the Contract is handled through a real estate agency, the broker designated by the broking agency should sign the Contract.