

**Notes on Completing a
RESIDENTIAL TENANCY AGREEMENT**

IMPORTANT NOTICE: As in any contract, always verify the other party's **HK ID Card copy** before signing – see page 4

Date This AGREEMENT is made on _____ BETWEEN
Landlord “the Landlord”, of address _____
and holder of HKSAR Identity Card / Business Registration No. _____
Tenant and “the Tenant”, of address _____
and holder of HKSAR Identity Card / Business Registration No. _____

The LANDLORD and the TENANT AGREE as follows:-

Premises The Landlord agrees to sell and the Purchaser agrees to purchase, subject to the terms and conditions herein contained, _____, with Carpark/s No. * _____ and outdoor areas _____ hereinafter called “the premises”).

Rent The Rent of the premises shall be HK\$ _____ per calendar month; * *inclusive / exclusive* of management fees, government rates and government rent; * *inclusive / exclusive* of Carpark(s) Rental payable by the Tenant to the Landlord monthly in advance.

***Inclusive/Exclusive:**
Delete as appropriate

Duration for the term of _____ year(s), _____ month(s),
Term from the day of _____ to _____ both days inclusive;

*** Normally fair if one party has the right to break, so does the other**

* with a break clause after _____ year(s), _____ month(s); exercisable by the *Landlord and / or Tenant** by giving _____ months advance written notice.

Notice: Usually 2 months

Rent Free Period The Tenant is granted a Rent-Free period of _____ from the start of this agreement.

Deposit A security deposit of _____ equivalent to _____ month(s) rent shall be given to the Landlord upon signing this agreement.

Security deposit:
Usually 2 month's rent.

Deposit Return:
Normally 14 days max

The security deposit, minus any legal deductions will be returned to the Tenant within _____ days of the conclusion of the Tenancy.

Condition The Premises shall be leased to the Tenant on an “as is” basis.

The Premises shall be leased to the Tenant on a *Furnished / Unfurnished** basis. ‘Furnished’ as detailed in ‘Inventory’ below.

***Delete as appropriate**

Maintenance Regarding general upkeep, maintenance and repair of the Premises the Tenant and Landlord agree as follows:

***Delete as appropriate**

- The Landlord is responsible for maintenance and repair of the exterior and structure of the property and common areas of the building.

The *Landlord / Tenant** is responsible for the maintenance and repair of the interior of the rental property.

The *Landlord / Tenant** is responsible for the maintenance and repair of the property's fittings and fixtures (see inventory below for details).

***Unless damage is caused through the negligence of the Tenant, it usually makes sense for the Landlord to be responsible for the upkeep of the exterior, structure, as well as the interior, fixtures and fittings.**

**Notes on Completing a
RESIDENTIAL TENANCY AGREEMENT**

- The Tenant is responsible for any damage caused through the Tenant's own negligence.

Legal costs: A solicitor is not needed for rentals but can be helpful.

Legal Costs	The Landlord and Tenant are responsible for their own legal costs.
Stamp Duty	The duty for stamping this agreement shall be shared by the Landlord & Tenant equally.
Residential	It is hereby certified that the transaction hereby affected relates to residential premises within the meaning of Section 29A(1) of the Stamp Duty Ordinance Cap. 117.
Conclusion	The Tenancy Agreement will terminate upon expiry of the Tenancy term.
Other terms agreed between the parties	_____ _____ _____ _____

Stamp duty: See ZAP for how to pay this

FURTHER TENANCY CONDITIONS:

TENANT OBLIGATIONS:

- (a) The Tenant is responsible for all charges for electricity, water, gas, telephone, internet and other outgoing incurred during the course of the tenancy, and beyond if any contracts entered into by the tenant continue, with charges payable, beyond the end of the Tenancy.
- (b) The Tenant must take all reasonable care to ensure that the interior of the premises is kept in proper and tenantable condition; and all fixtures and fittings, and other items identified in this agreement where appropriate, are not damaged through any misuse or negligent act.
- (c) The Tenant must not make any alterations, structural or otherwise, to the premises unless otherwise agreed with the Landlord. Unless otherwise agreed with the Landlord, on conclusion of the Tenancy the Tenant should return the premises to the Landlord in its original condition as at the start of the Tenancy, fair wear and tear excepted.
- (d) The Tenant agrees to notify the Landlord of any structural defects or other significant damage to the property that come to his/her attention.
- (e) The Tenant agrees to permit the Landlord and all persons authorised by him to enter into the premises to inspect the state of repair, take inventories of the fixtures and carry out repairs, at reasonable times, and by giving reasonable prior notice.
- (f) The Tenant agrees to use the premises for domestic purposes only; not to carry out any activities that contravene the laws of the Hong Kong SAR; not to store any goods that are highly flammable, dangerous or that contravene the laws of the Hong Kong SAR.
- (g) The Tenant shall abide by any provision in the Government Lease, Occupation Permit or Deed of Mutual Covenant in regards to the Premises.
- (h) For the purpose of this agreement any act, default, or omission by an agent, helper, visitor, guest, and invitee of the Tenant shall be deemed to be the act default or omission of the Tenant.

RESIDENTIAL TENANCY AGREEMENT

LANDLORD OBLIGATIONS

(a) That the Tenant paying the rent hereby reserved and performing and observing the agreements by the Tenant hereinbefore contained may peaceably hold and enjoy the premises during the said term without any interruption by the Landlord or any person lawfully claiming through or in trust for him.

RESOLUTIONS

(a) Should any part of the rent be in arrears for fifteen days or if the Tenant is in breach of any other part of this agreement, the Landlord, having served the Tenant with reasonable written notice to rectify the breach (7 days in the majority of circumstances), is entitled to re-enter upon the premises and thereby terminate the Tenancy and the deposit paid hereunder shall be forfeited to the Landlord for liquidated damages but without prejudice to any other claims the Landlord may have. Neither the forfeit of the deposit, nor any acceptance of rent by the Landlord shall in any way constitute a waiver or acquiescence in any breach of any terms and conditions herein by the Tenant.

(b) At the expiration or sooner determination of this Agreement if the Tenant has paid all rent due in accordance with this agreement, and has not breached any other terms of this agreement, the Landlord will repay to the Tenant the security deposit without interest thereon in accordance with the terms of this agreement. In the event there is a breach of some kind such as arrears of rent, outstanding utility charges, damage beyond fair wear and tear, the Landlord may use the appropriate amount of deposit to remedy it, without prejudice to any right of action the Landlord may have against the Tenant for damages. The balance should then be paid to the Tenant in accordance with the terms of this agreement.

(c) In the event of the premises or any part thereof at any time during the said term being rendered or becoming unfit for habitation or use for any reason whatsoever (not attributable to the act or default of the Tenant) including by reason of any closure or works order issued under the Buildings Ordinance and any order of land resumption issued under The Government Lands Resumption Ordinance then the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the premises shall again be rendered fit for habitation and use.

(d) If the premises shall not be repaired or reinstated within a reasonable time, the Tenant may terminate the Agreement in which event the Tenant shall deliver up vacant possession of the premises to the Landlord.

(e) Any notice under this Agreement shall be in writing and any notice to the Tenant shall be sufficiently served if left addressed to him at the premises or any part thereof or sent to him by registered post or left at his last known address in Hong Kong and any notice to the Landlord shall be sufficiently served if delivered to him personally or sent to him by registered post or left at his last known address in Hong Kong.

RESIDENTIAL TENANCY AGREEMENT

Inventory

It is useful to do a full inventory to avoid any disputes later on.

SIGNED BY THE LANDLORD

SIGNED BY THE TENANT

Landlord's Contact Phone Number:

Tenant's Contact Phone Number:

Received from the Purchaser the security deposit (less initial deposit if applicable) in the sum of:

HK\$ _____ (Cheque no. _____)

and **signed photocopy of HK I.D.**

Signed by the Vendor _____

Received from the **Vendor a signed photocopy of HK I.D.**

Signed by the Purchaser _____

[-End-]

HK ID Signed Photocopy: This is important to verify that the parties are who they say they are.

Also it is important to verify that the Landlord is the owner of the property in accordance with the Land Search – Pls See ZAP's resources on how to carry out a land search online.