

# Tenancy Agreement

## 房屋租赁合同

出租人（以下简称甲方）：\_\_\_\_\_

Landlord: (hereinafter called "Party A") \_\_\_\_\_

身份证号码 (Identity Card No.): \_\_\_\_\_ 电话 (Tel): \_\_\_\_\_

法定地址 (Registered Address): \_\_\_\_\_

代理人(Agent): \_\_\_\_\_ 电话 (Tel): \_\_\_\_\_

法定地址 (Registered Address): \_\_\_\_\_

代理人身份证号码 (Identity Card No.): \_\_\_\_\_

承租人（以下简称乙方）：\_\_\_\_\_

Tenant: (hereinafter called "Party B") \_\_\_\_\_

护照/身份证号码 (Identity Card No.): \_\_\_\_\_ 电话 (Tel): \_\_\_\_\_

法定地址 (Registered Address): \_\_\_\_\_

甲、乙双方就甲方愿意出租、乙方自愿承租物业事宜，以双方协商一致，同意签订本房产租赁合同。

An Agreement made BETWEEN Party A of the one part and Party B of the other part WHEREBY IT IS:

一、租赁物业名称（以下称“该物业”）：\_\_\_\_\_

Name & address of Property to be rented: (hereinafter called "the said premises") : \_\_\_\_\_

二、用途：该物业只供作\_\_\_\_\_住宅\_\_\_\_\_使用。

Usage: for \_\_\_\_\_ domestic \_\_\_\_\_ use only.

三、面积：该物业建筑面积为\_\_\_\_\_平方米。

Area: gross floor area is \_\_\_\_\_ square meter.

四、租约期限 (Terms of Tenancy):

\_\_\_\_\_两\_\_\_\_\_年固定租约由\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日至\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日

Formal Tenancy: Fixed term from \_\_\_\_\_ to \_\_\_\_\_

五、租金(Rent):

租赁期租金：每月人民币 XX 元整。此租金已经包含该房屋每月的出租税金。

Rent: RMB XX per month. The rental is including the house monthly tax fee .

六、付租条款 (Payment Terms):

1、日期：乙方须于每月 XX 日前支付下月租金。

Date: Party B shall prepay the monthly rental for every next month before XX.

2、 付款方式：乙方须以银行自动转帐方式在支付。

Payment Method: Party B shall deposit the rent to Party B's bank account below:

受益人 (Beneficiary Name): \_\_\_\_\_ 银行 (Bank) : \_\_\_\_\_

帐号 (Bank A/C NO): \_\_\_\_\_

七、管理费：租赁期内管理费由\_\_XX\_\_支付。

Management Fee: Shall be paid by \_\_XX\_\_ during the tenancy period.

八、公用事业费：电费,水费,煤气费, 和电话费等等, 均由\_\_XX\_\_支付。

Public Utility Fees: electricity fee, water fee, gas fee, and telephone fee, etc, shall be responsible by  
Party XX

九、保证金 (Deposit) :

签订本房产租赁合同时, 乙方须付甲方保证金 人民币 XX 元整.

On the signing of this Formal Tenancy Agreement, Party B shall pay to Party A a security deposit in  
amount of :RMBXX.

十、其它条约(Other Terms):

1、 乙方须按上述规定交付保证金于甲方, 于租约终止或期满时, 甲、乙双方不再续约, 乙方在付清全部租金及公用事业费后, 保证金 (不计利息) 得凭原收据领回。

The said deposit (no interest will be counted) shall be repayable forthwith from Party A to Party B at the expiration or determination of the tenancy without any renewal, subject to Party B had completed full payment of the entire contract period and paid all Public Utility Fees or any other fees related.

2、 乙方需按上述规定每月按时交付租金, 如乙方逾超过\_\_10\_\_天不付租金的, 则乙方须给甲方按每日 1%交付滞纳金。如乙方超过 15 天不支付租金, 则视为乙方违约, 甲方有权取消租赁合同并且没收全部按金。

Party B shall pay the said rent on time as aforesaid, if payment is delayed over \_\_10\_\_ days, a daily interest of 1% of the monthly rent will be imposed as a fine of the payment delay to Party B. if party B pay rent delay more than 15 days , party A should be have right to cancel the contract and deduct all deposit from party B.

3、 该物业内之一切原来设备及间隔, 乙方必须得到甲方书面同意, 方可更改或增减。

Party B shall not make or permit to be made any alterations in or additions to the said premises without having first obtained the written consent of Party A.

4、 乙方不得在该物业之内任何地内存放违反危险品条例之物品, 例如军械、火药、磺硝、汽油, 有爆炸危险性的物品及挥发性之化工原料等等, 另乙方不得在该物业内做任何违反中国法律行为。否则, 一切后果, 由乙方负责。

Party B shall not store arms, ammunition or unlawful goods, gun-powder, saltpeter, kerosene

or any explosive or combustible substance, etc. in any part of the said premises, the tenant or inmate shall not use the said premises for any illegal purposes, for violation against the law of People's Republic of China in any part of the said property, Party B shall be answerable and responsible for any consequence of any breach of local ordinance.

- 5、 乙方须正确维护该物业内甲方所提供之家具、电器、装置及设备、该物业之原来一切设备如有因非正常使用造成的损坏，乙方须负责修理或赔偿。

To keep the interior of the said premises and furniture, fixtures and fittings provided by Party A in condition of normal use throughout the tenancy, if any damages made by any abnormal use, Party B is responsible for the repair or reimbursement.

- 6、 乙方不得拒绝甲方派遣之人员，在适当时间入屋检视该单位近况或进行任何修理工程。  
Party B shall permit Party A and its agents with or without workmen or others and with or without appliances at all reasonable times to enter upon the said premises and to view the condition thereof and to take inventories of the fixtures therein and to carry out any repairs to the premises which Party A considers necessary or proper to be done.

- 7、 当租约期满或终止前\_\_X\_\_个月，甲方有权在不骚扰原则下，张贴招租告示于该单位外，乙方亦应准许甲方/代理人在合理时间内，带同新租客进入该物业视察。

During the X month immediately preceding the determination of the said term of tenancy, Party A shall be at liberty to affix and retain without interference or molestation on the door or the external parts of the said premises a notice for letting the said premises and the Party B shall permit and allow all persons with written or oral authority from party A or its agent or agents at all reasonable hours of the day to view the said premises or any part or part thereof.

- 8、 租约期满，乙方如需延长租约，须在租约期满\_\_X\_\_个月前以书面方式通知甲方，经甲方同意，乙方可以新订租金和租约继续入住该物业。

X month written notice before the expiration is required for any tenancy renewal; new tenancy agreement will be generated under the consent of both parties.

- 9、 乙方须自行投买风灾，水灾，火灾，盗窃，意外保障等等，乙方如在该单位内有任何损失，甲方不负任何责任。

Party B shall himself cover insurance for his own belongings against Typhoon, Depression, Storm, Flood, Fire, Theft, Accidents, etc. in relation to this Tenancy. Party A shall not be responsible for any damage or loss under all circumstances.

- 10、 乙方不得于单位内制造或容许制造噪音，异味或任何滋扰邻居或业主安宁之举动，其中

包括拖欠租金。经警告后仍未有所改善，甲方有权终止租约。

Party B shall not permit any noise or allow any music to be produced in the premises so as to give cause for reasonable complaint from the occupants of neighboring premises, otherwise, Party A has the right to terminate the tenancy immediately if case continued after advised.

- 11、 甲方须承担该物业的房产税、土地使用税。

Party A shall pay all property tax, land tax and any other tax or charge of the said premises.

- 12、 租约期内，甲方有权将该物业出售给第三者，本合同对购得该物业之新业主仍然有效，所有适用于甲、乙双方的条款，同样无条件适用于新业主和乙方。

During term of tenancy, Party A shall have the right to sell the said premises to the third party. The terms and conditions here in contained which applicable to Party A and Party B must be applicable to the new landlord and Party B without negotiation.

- 13、 本合同之附件，包括：家具装置设备清单、房屋所有权证副本，租赁协议书，均为本合同不可分割的成部分。

The attachments, including Furniture Fixture, Appliances List Title Certificate., Property Certificate and Offer letter forms an integrate part of the agreement.

- 14、 本租约适用中华人民共和国法律、自甲、乙双方签章后，双方均应遵守本租约规定的各项条款，如发生争议，双方不能完满解决，将依照中华人民共和国有关法律仲裁解决。

The agreement is construed in accordance with laws of People's Republic of China (PRC). Both parties shall perform and observe the stipulation here in contained upon signing. Any disputed shall be referred to arbitration in accordance with the arbitration of PRC. The applicable law shall be PRC law.

- 15、 本租约各有中、英文版本。英文版本为中文版本之译本，如英文版本与中文版本在翻译上有所不同，以中文版本为准。 This agreement is given in Chinese and English languages. The English Language is an abridged translation of the Chinese text but in event of any difference between the Chinese text and the English translation, the Chinese text shall prevail.

甲方 Party A: (签章) (Signature)

乙方 Party B: (签章) (Signature)

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\_\_\_\_\_日期:(Date): \_\_\_\_\_