

[Sample – For reference only]

Template for Tenancy Agreement
(for a Regulated Tenancy to which Part IVA of the Landlord and
Tenant (Consolidation) Ordinance (Cap. 7) applies)

(Disclaimer:

*This template is prepared by the Housing Bureau **for general reference only**. The landlord and tenant of a regulated tenancy may use and adapt this template with such modifications as appropriate (mandatory terms excepted) to suit their own circumstances. If they have doubts about how the provisions in the template are to be applied or interpreted in their case, they should seek legal advice as they consider necessary.)*

(Note:

For more details about the key statutory requirements with respect to a regulated tenancy, the landlord and tenant may refer to the Notes at the Rating and Valuation Department's website at www.rvd.gov.hk/en/our_services/part_iva.html.)

This Tenancy Agreement (“**Agreement**”) is made the 1st day of April 2023 between the parties as more particularly described and set out in Part 1 of the First Schedule as landlord (the “**Landlord**”) and tenant (the “**Tenant**”).

Now it is hereby agreed as follows –

Part 1 Premises, term and rent

1. The Landlord shall let and the Tenant shall take the premises as described in Part 2 of the First Schedule (“**Premises**”) together with the furniture, fixtures and fittings, and electrical appliances, if any, provided by the Landlord in the Premises (“**Furniture, Fixtures and Fittings, and Electrical Appliances**”), details of which are set out in the Second Schedule, for the term (“**Term**”) as set out in Part 3 of the First Schedule and at the rent as set out in Part 4 of the First Schedule and on the following terms and conditions.
2. The rent shall be payable on the days specified in Part 5 of the First Schedule. Rent increase during the Term is not allowed.

Part 2 Mandatory Terms

(A) Tenancy Agreement

3. The stamp duty on this Agreement (including its counterpart) is to be borne by the Landlord solely.
4. The Landlord must, after receiving this Agreement (including its counterpart) signed by the Tenant –
 - (a) cause this Agreement (including its counterpart) to be stamped under the Stamp Duty Ordinance (Cap. 117); and
 - (b) within 30 days, return to the Tenant a counterpart of this Agreement as stamped and signed by the parties.
5.
 - (a) If the Landlord fails to return a counterpart of this Agreement as stamped and signed by the parties under clause 4(b), the Tenant may withhold the payment of rent until the Landlord has done so.
 - (b) If the Landlord has eventually returned the counterpart of this Agreement as stamped and signed by the parties to the Tenant, the Tenant must pay back, without interest, any rent withheld under clause 5(a) to the Landlord within 15 days after the Tenant’s receipt of the

counterpart.

- (c) If the Tenant fails to comply with clause 5(b), the Landlord may, by giving the Tenant not less than 15 days' prior notice in writing, terminate the tenancy.

(B) Landlord's Obligations during Term

6.

- (a) The Landlord must maintain and keep in repair (where applicable) –
 - (i) the drains, pipes and electrical wiring serving the Premises exclusively; and
 - (ii) windows of the Premises.
- (b) The Landlord must also keep in repair and proper working order the fixtures and fittings provided by the Landlord in the Premises.
- (c) On receiving a notice from the Tenant for repair of an item referred to in clause 6(a) or 6(b), the Landlord must carry out the repair as soon as practicable.
- (d) For the purposes of clause 6(c), the Landlord may, by giving not less than 2 days' prior notice to the Tenant, enter the Premises to –
 - (i) inspect the damage;
 - (ii) assess the need for the repair; and
 - (iii) carry out the repair, as required.
- (e) However, if the damage to the item is caused by the wilful or negligent act of –
 - (i) the Tenant;
 - (ii) an occupier (other than the Tenant) of the Premises; or
 - (iii) a person permitted by the Tenant to be on the Premises,

the Landlord is not responsible for the maintenance and repair of the item under clause 6(a) or 6(b).

7.

- (a) If the Landlord fails to fulfil an obligation under clause 6, the Tenant may, by giving the Landlord not less than 30 days' prior notice in writing, terminate the tenancy.
- (b) If the Tenant terminates the tenancy under clause 7(a), the Tenant must, on or before the date of termination of the tenancy –

- (i) deliver vacant possession of the Premises to the Landlord; and
- (ii) settle all outstanding money payable to the Landlord under the tenancy.

(C) Tenant's Obligations during Term

- 8. The Tenant must pay the rent to the Landlord on or before the due date.
- 9. The Tenant must not make any structural alteration, or permit or suffer any structural alteration to be made, to the Premises without the prior consent in writing of the Landlord.
- 10. The Tenant must not use the Premises, or permit or suffer the Premises to be used, for any immoral or illegal purpose.
- 11. The Tenant must not do anything, or permit or suffer anything to be done, on the Premises that would cause any unnecessary annoyance, inconvenience or disturbance to the Landlord or any other person. For the purposes of this clause, if the Tenant persistently fails to pay rent as and when it falls due, the Tenant may be regarded as causing unnecessary inconvenience to the Landlord.
- 12.
 - (a) The Tenant must not assign or underlet the whole of the Premises to another person, or otherwise part with possession of the whole of the Premises.
 - (b) The Tenant must not underlet part of the Premises to another person without the prior consent in writing of the Landlord.

(D) Landlord's Re-entry

- 13.
 - (a) The Landlord may re-enter the Premises (or any part of the Premises in the name of the whole) if the Tenant –
 - (i) is in breach of clause 8 and fails to pay the rent within 15 days after the due date (except where the Tenant is withholding the payment of rent as permitted by Part IVA of the Landlord and Tenant (Consolidation) Ordinance (Cap. 7) (“**Ordinance**”), or under clause 5(a) of this Agreement); or
 - (ii) is in breach of clause 9, 10, 11 or 12 of this Agreement.
 - (b) The tenancy of the Premises is terminated immediately on the Landlord's re-entry under clause 13(a).

Part 3 Early Termination by Tenant

14. In addition to the Tenant’s right to terminate the tenancy under Part IVA of the Ordinance, the Tenant may also terminate the tenancy by notice in accordance with clause (f) in the *Third Schedule*. If such early termination takes place, the Tenant must, on or before the date of termination of the tenancy –
- (a) deliver vacant possession of the Premises to the Landlord; and
 - (b) settle all outstanding money payable to the Landlord under the tenancy.

Part 4 Additional Terms and Conditions

15. This Agreement shall include the additional terms and conditions as set out in the *Third Schedule*. Should there be any conflicts or inconsistencies between the terms and conditions in the *Third Schedule* and those in Part 2 of this Agreement, the terms and conditions in Part 2 of this Agreement shall prevail.

Part 5 Certain Key Requirements under the Ordinance

(Note: For more details about the key statutory requirements with respect to a regulated tenancy, the landlord and tenant may refer to the Notes at RVD’s website at www.rvd.gov.hk/en/our_services/part_iva.html.)

16. The Landlord and the Tenant acknowledge their understanding of the following key requirements under the Ordinance –
- (a) A regulated cycle of tenancies for a subdivided unit (“SDU”) under Part IVA of the Ordinance is to comprise two consecutive regulated tenancies for the SDU (i.e. the first term tenancy and second term tenancy), each for a term of two years. That is, a tenant of a first term tenancy for a SDU is entitled to be granted a second term tenancy of the regulated cycle for the SDU, thus enjoying a total of four years of security of tenure;
 - (b) The rate of rent increase for the second term tenancy must not exceed the percentage change of the territory-wide rental index for all classes of private domestic properties compiled and published by RVD during the relevant period, and is capped at 10%. In case the relevant percentage change is a negative figure, the rent for the second term tenancy must be reduced at least by that percentage; and
 - (c) The Landlord is only allowed to require the Tenant to pay for the

following types of money in relation to the tenancy – (i) rents; (ii) rental deposits; (iii) reimbursement of charges for water, electricity, gas and communication services; and (iv) damages for a breach of the tenancy by the Tenant.

Part 6 Others

17. All the *schedules* to this Agreement form part of this Agreement.
18. Each and every part of a clause or sub-clause in this Agreement (save and except otherwise specified) shall be construed as an independent and severable part of this Agreement. In the event that any part of a clause or sub-clause is found to be illegal, invalid or unenforceable, such part thereof shall be severed from this Agreement and of no effect. Such severance shall not affect the validity and enforceability of the other part of the clause or sub-clause and any other parts of this Agreement whatsoever.
19. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

Acknowledged the receipt of
Rental Deposit of
HK\$5,000 by the Landlord

Acknowledged the receipt of 3 keys
of the Premises by the Tenant

Chan TM

Wong SM

[Landlord's Signature]

[Tenant's Signature]

Confirmed and accepted all the
terms and conditions contained in
this Agreement by the Landlord

Confirmed and accepted all the terms
and conditions contained in this
Agreement by the Tenant

Chan TM

Wong SM

[Landlord's Signature]

[Tenant's Signature]

THE FIRST SCHEDULE (Page 1 of 2)

Part 1 (*delete whichever is not applicable)	
The Landlord:	Name in English: <i>Char Tai Man</i> Name in Chinese: <i>陳大文</i> Hong Kong Identity Card / Passport * Number: <i>A123456(7)</i>
The Landlord's Address:	<i>2/F, 28 Hei Lok Street, Hong Kong</i>
The Landlord's Contact Number:	<i>6123 1234</i>
The Tenant:	Name in English: <i>Wong Siu Ming</i> Name in Chinese: <i>王小明</i> Hong Kong Identity Card / Passport * Number: <i>B234567(8)</i>
The Tenant's Contact Number:	<i>9123 1234</i>
Part 2	
Address of The Premises:	<i>Room 1, Flat A, 10/F, 1 Ching Ching Street, Hong Kong</i>
Part 3	
The Term:	A period of 2 years commencing from <i>1/4/2023</i> and expiring on <i>31/3/2025</i> (both days inclusive)

THE FIRST SCHEDULE (Page 2 of 2)

Part 4 (# tick whichever is applicable)	
The Rent:	HK\$ <u>5,000</u> per month The rent is inclusive of – [<input checked="" type="checkbox"/>]# Management fees [<input checked="" type="checkbox"/>]# Rates [<input checked="" type="checkbox"/>]# Government rent [<input checked="" type="checkbox"/>]# Water charges [<input checked="" type="checkbox"/>]# Electricity charges [<input type="checkbox"/>]# Gas charges [<input type="checkbox"/>]# Charges for communication services – [<input type="checkbox"/>]# Charges for telephone (other than a mobile telephone) [<input type="checkbox"/>]# Charges for the Internet [<input type="checkbox"/>]# Charges for cable television [<input type="checkbox"/>]# Charges for satellite television [<input type="checkbox"/>]# Others (please specify): _____
Part 5	
Day for Payment of Rent:	On the <u>3rd</u> day of each and every calendar month during the Term
Part 6 (*delete whichever is not applicable) (# tick whichever is applicable)	
Rent Free Period:	A period from <u>1/4/2023</u> to <u>7/4/2023</u> (both days inclusive), * where the Tenant shall be responsible to pay for the following (or reimbursement of the following) in respect of the Premises during such rent free period _____ [<input type="checkbox"/>]# Water charges [<input type="checkbox"/>]# Electricity charges [<input type="checkbox"/>]# Gas charges [<input type="checkbox"/>]# Charges for communication services – [<input type="checkbox"/>]# Charges for telephone (other than a mobile telephone) [<input type="checkbox"/>]# Charges for the Internet [<input type="checkbox"/>]# Charges for cable television [<input type="checkbox"/>]# Charges for satellite television [<input type="checkbox"/>]# Others (please specify): _____

THE SECOND SCHEDULE

The Furniture, Fixtures and Fittings, and Electrical Appliances provided by the Landlord in the Premises as referred to in clause 1 of this Agreement are –

1 no. of Water Heater

1 no. of Air Conditioner

1 no. of Cooking Hob

1 no. of Refrigerator

1 no. of Fan

1 no. of Cooking Hood

THE THIRD SCHEDULE

The additional terms and conditions as referred to in clause 15 of this Agreement are set out below –

Rental Deposit

- (a) As security for the performance of the obligations of the Tenant and the discharge of the Tenant's liability under this Agreement, the Tenant shall pay a sum of HK\$5,000 to the Landlord on the signing of this Agreement.
- (b) The Rental Deposit shall be returned to the Tenant without interest no later than the time as specified in the Ordinance.

Reimbursement of charges for specified utilities and services (# tick whichever if applicable)

- (c) The Tenant shall pay for the reimbursement of the charges for the following specified utilities and services for the Premises in accordance with this clause –

- #water services
- #electricity services
- #gas services
- #communication services –
 - #services enabling a telephone (other than a mobile telephone) to be used
 - #services enabling the Internet to be used
 - #services enabling a cable television to be used
 - #services enabling a satellite television to be used

- (d) The Landlord shall prepare an account in writing showing how the amounts under the relevant bills covering the charges mentioned in clause (c) are apportioned for the different parts forming the Premises to which the bills relate according to the following methods –

(Note: Landlord and Tenant can freely agree on how the charges for the specified utilities and services should be apportioned, e.g. based on floor area / number of residents / reading of individual water/electricity meters, etc.)

Amounts under the relevant bills will be apportioned based on floor area of the subdivided unit.

- (e) Provided that the Landlord has produced to the Tenant copies of the bills and

an account in writing showing the apportionment of the amounts under the bills in accordance with clause (d), the Tenant shall pay to the Landlord the apportioned amount for the Premises within 7 days after the Landlord has produced such copy of the bill and provided such account in writing to the Tenant.

Early Termination by Tenant (* delete whichever is not applicable)

- (f) ~~*Not Applicable~~ / The Tenant shall be entitled to terminate this Agreement before the expiry of the Term by –

serving not less than 30 days' prior notice in writing.