

Tenancy Agreement Guidelines
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The accommodation consultation service will be suspended if you do not accept these terms and the disclaimer.

I agree and accept the terms and conditions as written above.

Name in block letter: _____

Signature: _____ Date: _____

(Dec. 08)

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本人同意並接受上述條款。

姓名（請用正楷）： _____

簽署： _____ 日期： _____

Comparison between different types of major housing in HK for study abroad students

| Housing type/ condition | Village House apartment (村屋) | Student apartment (學生公寓) | Down town “suites” (市區套房) | Standard apt in modern building (私人單位) | Serviced apt/ Hotel (服務式公寓/ 酒店) |
|--|--|---|---|---|---|
| Examples | Tai Po Mei 大埔尾, Sha tin Wai 沙田圍 | Chek Nai Ping 赤泥坪 | Tsim Sha Tsui (such as Chungking Mansion)尖沙 嘴重慶大廈, Jordan 佐敦, Mongkok 旺角, Prince Edward 太子, Shamshuipo 深水埗 | City One Shatin 沙田第 一城, Jubilee Garden 銀禧花 園 | Horizon Suite Hotel 海澄軒 |
| GEOGRAPHIC INFORMATION | | | | | |
| Distance from CUHK Shatin campus | Depends. 20 minutes by walking to 20 minutes by subway. | 10 minutes walk from Central campus (Tai Po Road). | Depends. Usually 30 minutes by subway. | Depends. 20- 30 minutes by subway or van. | 15 minutes by van. |
| Distance from downtown | Public transportation needed for basic shopping. | Nearest shopping at CUHK supermarket only, or otherwise travel to Shatin down town. | The closest. Shops in walking distance. | Shops in walking distance. | Shops in walking distance. |
| General Environment | Low density. Usually near to lush and greens. | Low density. Usually near to lush and greens. | High density. Usually close to subway station and located inside a over 30-years-old private mansion. | Medium density | Medium density |
| Closest public hospital/ outpatient clinic | Wales Hospital, 2 clinics in Tai Po, 3 clinics in Shatin | Wales Hospital, 2 clinics in Tai Po, 3 clinics in Shatin | Kwong Wah Hospital, Queen Elizabeth Hospital, 3 clinics in YauTsimong district | Wales Hospital, 3 clinics in Shatin | Wales Hospital, 1 clinic in Ma On Shan |
| GENERIC INFORMATION | | | | | |
| Apartment size | 15-35 sq.m. 0-1 bedroom | Small size at 5-9 sq. m, divided from a big village house. | Small size at 9-15 sq. m. divided from a big apartment. | 20-40 sq. m. 1-2 bedrooms | 60 sq.m. 2 bedrooms |
| Floor mates | Local residents | Floor mates with CUHK students from the mainland. | Short term residents usually from mainland China or South East Asia | Local couples and families. Some CUHK mainland students | Local couples, CUHK professors, business expats. |
| Security | OK. Due to its low-rise built nature, sometimes susceptible to theft. | OK. Due to its low-rise built nature, sometimes susceptible to theft. | Some locations may have complicated environment in terms of security and hygiene. | Usually good | Best |
| Hygiene | May have pests from the nearby woods | May have pests from the nearby woods | Depends on neighborhood | OK to good | Best |
| RENTAL INFORMATION | | | | | |
| Monthly rental | Relatively cheaper. HK\$4000-6000 | Cheapest: HK\$1500-2000 | Relatively cheaper: HK\$3000-6000. | HK\$6000-9000 | Monthly rental at HK\$9000 up for 1 year agreement |
| Rental Terms | At least 6 months | Minimum 6 months rental. | Flexible rental from 6 months up. Sometimes 3 months rental is allowed. | At least 1 yr | At least 1 month |
| Utility charges | Depends. Some may include utility charges | Mostly included (except internet) | Electricity and internet not included | Not included | Electricity and internet not included |
| Rental | Through agent/ | Through agent/ OHIS | Through agent | Through agent | Direct booking |

| | | | | | |
|-------------------------|--|---|--|--|--|
| means | landlord/ OHIS website | website | | | |
| Housing type/ condition | Village House apartment (村屋) | Student apartment (學生公寓) | Down town “suites” (市區套房) | Standard apt in modern building (私人單位) | Serviced apt/ Hotel (服務式公寓/ 酒店) |
| FACILITIES | | | | | |
| Furniture and fittings | Depends. Some include bed and wardrobe | Bedroom for each student with bed and wardrobe. | Depends. Some include bed and wardrobe | Depends. Some include bed and wardrobe | Well furnished |
| Household appliances | Depends. Some include fridge & TV | Communal living room equipped with fridge & TV. | Not included | Availability of electrical appliances depends on owner | Full set of household appliances. |
| Bathroom | Shower only | Shared bathroom. Shower only | Shower only | With bath in some apt. | With bath |
| Cooking | Allowed | Simple cooking only | Simple cooking only | Allowed | Allowed |
| Laundry | In apt or laundry shop | Communal washing machine | laundry shop | In apt or laundry shop | In apt or laundry shop |
| Other facilities | Some may include Internet | Nil | Nil | Club house facilities sometimes available | Club house facilities available |
| OTHERS | | | | | |
| Special note | Typhoon and raining seasons can be a problem in commuting. | Limited supply. | Many suites are newly renovated. Some do not have windows. | Utility deposit needed and one should settle the different utility charges on his/ her own | Free shuttle bus service between CUHK and apt. |

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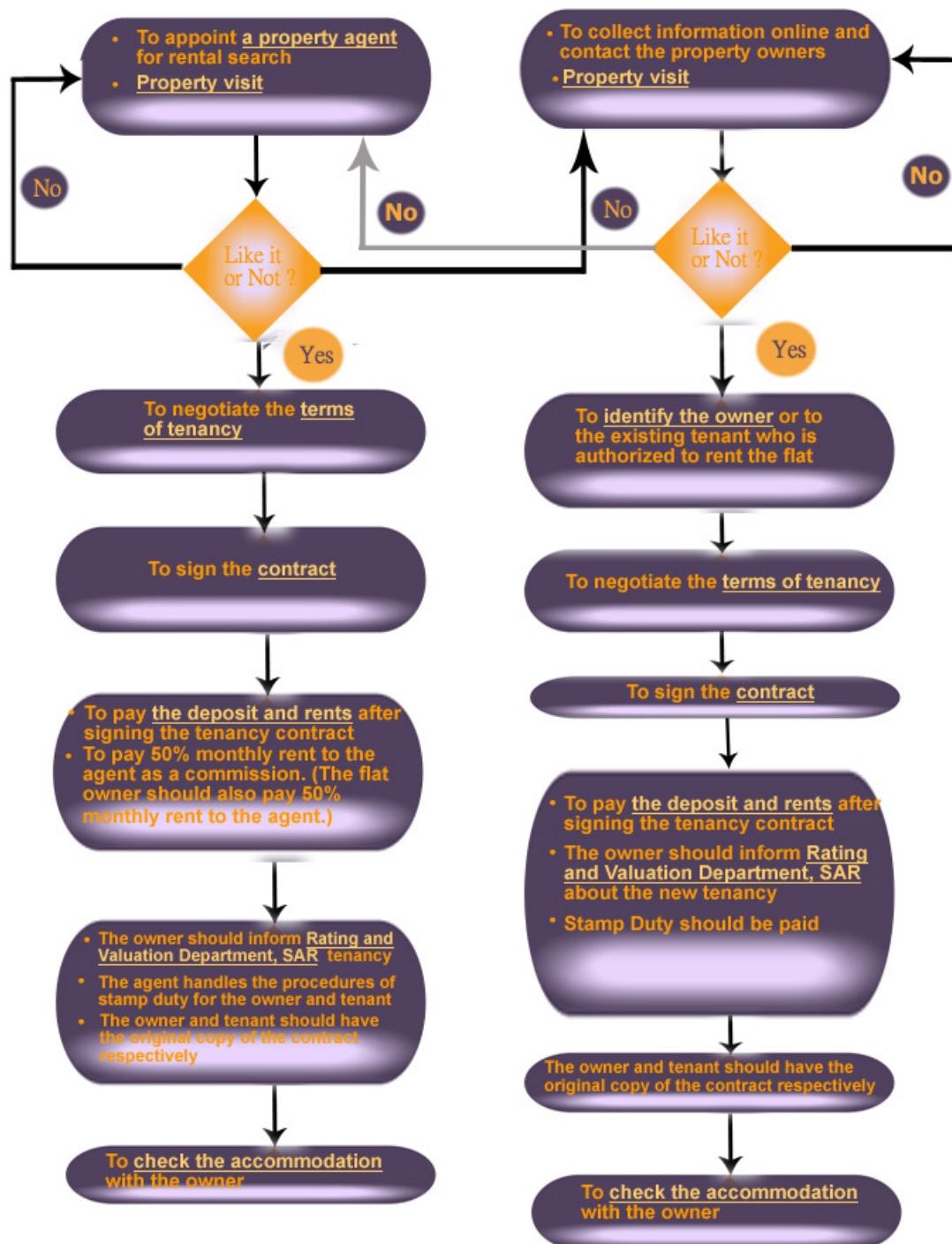
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Rental Procedures 租賃程序

Rental Procedures

As to be a wise consumer, students should clearly comprehend the procedures, important notice as well as [the rights and duties of the tenants](#). It is to avoid the dispute which leads to the unnecessary loss and trouble.



ENG 繁 簡

- 簡介
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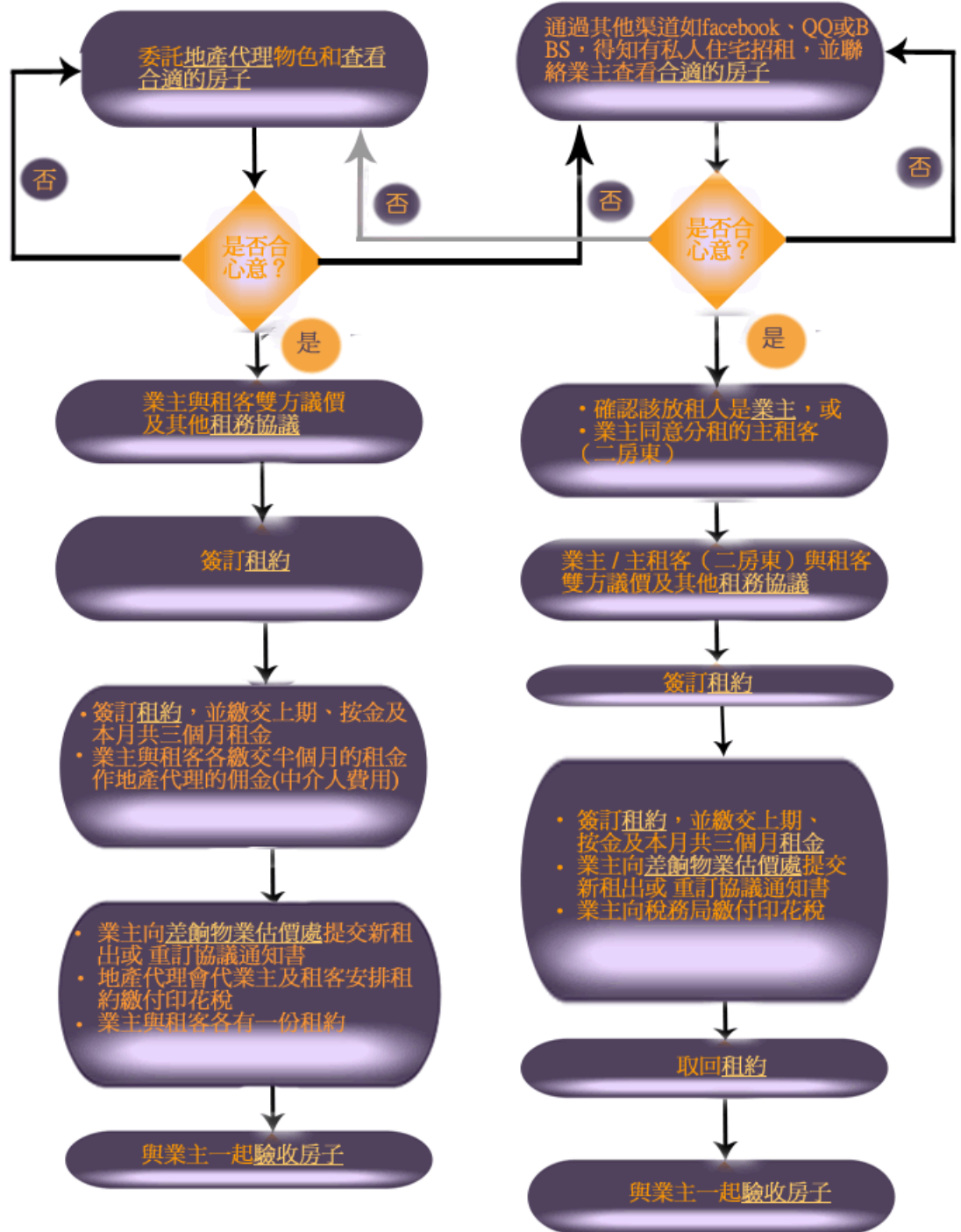
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Rental Procedures 租賃程序

一般租賃程序

作為精明的消費者，同學最好清楚了解租房子程序、特別注意事項及[租客權利和責任](#)，避免日後出現糾紛，招致不必要的損失和麻煩。



Tenancy Agreement 租務合約



- [Common Provisions in a Tenancy Agreement](#)
- [Quickies: Dos and Don'ts](#)
- [Tenancy Agreement Sample 1](#)
- [Tenancy Agreement Sample 2](#)

Common Provisions in a Tenancy Agreement

A. The tenant's duties

1. To pay rent.
2. To keep and maintain at the expense of the tenant all the interior of the property including but not limited to all wires, pipes, conduits, fitting, finishes, installations and apparatus within the property exclusively serving the property and the landlord's fixtures and furniture.
3. To permit the landlord and all persons authorized by him, at all reasonable times on prior notice to enter and view the state of the property, to take inventories of fixtures and fittings and to carry out any work required to be done.
4. Not to erect, install or alter any fixture, partitioning, erection or installation in the property without the previous written consent of the landlord.
5. Not to cut, maim, injure any part of the property.
6. Not to assign, underlet or otherwise part with the possession of the property or any part of it in any way howsoever.
7. Not to cause any nuisance or annoyance to the occupiers of other premises.
8. Not to do or permit anything which breaches the terms of the government grant or which may render any insurance of the relevant building void or voidable or the premium of such insurance increased.
9. Not to keep or store in the property any explosive or combustible or hazardous goods.
10. Not to use the property for any illegal or immoral purpose.
11. Not to encumber or obstruct any common part of the relevant building.
12. To comply with and indemnify the landlord against the breach of any law or regulation relating to the use and occupation of the property.
13. To comply with the Deed of Mutual Covenant and the Sub-Deed of Mutual Covenant (if any) relating to the property.
14. To pay maintenance charges, utility charges and all outgoings in respect of the property (proper tax excepted).
15. To protect the property against damage by storm, typhoon, etc.
16. To protect the interior of the property only as a private residence.
17. To quietly surrender the property together with all fixtures and fittings in and to the property and the furniture at the termination of the tenancy in good, clean and tenantable repair and condition (fair wear and tear excepted).
18. Not to keep in the property or in any part of the relevant building any dog, animal or bird that would disturb the peace of other occupiers of the relevant building.
19. To take out insurance for his own belongings against typhoon, storm, flood, fire, theft and accidents in relation to the tenancy.
20. To be solely responsible for the repair of doors, windows, kitchen and bathroom fittings, pipework, drains, etc, during the continuance of the tenancy.

B. The Landlord's Duties

1. To pay property tax and, depending on the provisions of the Tenancy Agreement, rate, government rent, and management fee.
2. To pay all expenses for structural maintenance and repairs or similar expenses of a capital nature.

- non-recurrent nature in respect of the property or the building of which the property forms part.
3. To let the tenant peaceably hold and enjoy the property during the term of tenancy without an interruption.

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Quickies: Dos and Don'ts

DO

1. Take a friend with you to witness any discussion or negotiation you have with a potential landlord
2. Make sure the agreement is recorded in writing (see the tenancy agreement sample in the "Tenancy Agreement" Section for reference).
3. Take the landlord's lease agreement home to read it thoroughly. Insist on doing so even if the landlord/estate agent is not willing.
4. Pay particular attention to the following points in the agreement:
 - a. the premises - are they accurately described?
 - b. the landlord and tenant - are they correctly named?
 - c. the length of the lease - is this a stated period for which the agreement will run?
 - d. the rent - is the amount recorded the amount you agreed to? If it is higher insist that it is changed even if the landlord says that he will take the lower agreed figure. This is because the law generally permits a landlord to increase the rent by a certain percentage of the current rent (recorded in the lease) every two years. It should also be clear when and how often you have to pay. Also check whether you have to pay rates, management and other expenses. Tenants are usually liable for water, gas, electricity, management fee and telephone charges. The practice regarding rates varies.
 - e. the repairs - is it clear what repairs you are responsible for and what repairs are the responsibility of the landlord? Usually you should be responsible for only minor defects such as blocked drains. External and major internal repairs are the liability of the landlord.
 - f. other tenant's duties: read the part of the lease which lists the tenant's duties particularly carefully. It may for instance say that you cannot keep pets, cause a nuisance or sublet. It is also quite common for the tenant to be obliged to allow the landlord in to see the state of the premises. If you agree to such clauses and later break them, even if they are quite trivial matters, you may give the landlord an excuse to make you leave. So do not agree to anything which you cannot honour. Instead tell the landlord you do not want that paragraph in the lease: he may not insist upon it. Make sure any amended clause or paragraph has been initialled by both the landlord and the tenant.
5. Make sure you are permitted to sublet if you want to share the accommodation with friends. Make it clear to the Landlord that others will be living there too. He may want one of you to take full responsibility by being the tenant. (There is no danger in this so long as there is no clause in the lease forbidding subletting.) It should be noted that the one who signs the tenancy is responsible for paying the rent and any breaches of the agreement, irrespective of whether other people are permitted to live there. If you do not wish to assume sole liability, make sure that all persons living there sign the agreement. Even so, without an express agreement from the landlord to sublet or part with possession, new members cannot be added as tenants. If there is, see that it is struck out and initialled in the margin.
6. Guard against "hidden" payments. Be particularly careful about whether you are expected to pay a "premium" or "key money", a lump sum in addition to rent whether you are expected to pay the rate and whether there are any maintenance charges or security deposits.

7. Make sure there is nothing in the agreement saying that the lease is not governed by legislation particularly the Landlord and Tenant (Consolidation) Ordinance, which gives tenants protection.
8. If the accommodation is furnished, have a detailed inventory of all the furniture and fittings provided by the landlord and their state of repair. Make two copies of the inventory list and send one to the landlord.

DON'T

1. Sign anything without reading and understanding it.
2. Rely solely on the landlord's oral assurances: to safeguard your position everything must be in writing.
3. Forget to ask the landlord whether he owns the premises: he may himself rent them from somebody else and, if he does this could affect the legal position.

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Source of information :

1. GovHK (<http://www.gov.hk>)
(Read the Copyright Notice at GovHK - <http://www.gov.hk/en/about/copyright.htm>)
 2. Estate Agents Authority (<http://www.eaa.org.hk/>)
 3. The University of Hong Kong Homepage (<http://www.hku.hk>)
-

Tenancy Agreement

租約

An Agreement made the _____ day of _____, between the Landlord and the Tenant as more particularly described in Schedule I.

此合約由業主及租客（雙方資料詳列於附表一）於 2009 年 月 日訂立。

The Landlord shall let and the Tenant shall take the Premises for the Term and at the Rent as more particularly described in Schedule I and both parties agree to observe and perform the terms and conditions as follow:-

業主及租客雙方以詳列於附表一的租期及租金分別租出及租入詳列於附表一的物業，並同意遵守及履行下列條款:-

1. The Tenant shall pay to the Landlord the Rent in advance on the first day of each and every calendar month during the Term. If the Tenant shall fail to pay the Rent within 7 days from the due date, the Landlord shall have right to institute appropriate action to recover the Rent and all costs, expenses and other outgoings so incurred by the Landlord in relation to such action shall be a debt owed by the Tenant to the Landlord and shall be recoverable in full by the Landlord.
租客須在租期內每個月份第一天上期繳付指定的租金予業主。倘租客於應繳租金之日的七天內仍未清付該租金，則業主有權採取適當行動追討租金所欠的租金而由此而引起的一切費用及開支將構成租客所欠業主的債項，業主將有權向租客一併追討所欠款項全數。
2. The Tenant shall not make any alteration and / or additions to the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.
租客在沒有業主書面同意前，不得對該物業作任何改動及/或加建，惟業主不得無理拒絕給予租客有關的同意書。
3. The Tenant shall not assign, transfer, sublet or part with the possession of the Premises or any part thereof to any other person. This tenancy shall be personal to the Tenant named herein.
租客不得轉讓、轉租或分租該物業或其任何部分或將該物業或其任何部分的佔用權讓予任何其他人等。此租約權益將為租客個人擁有。
4. The Tenant shall comply with all ordinances, regulations and rules of Hong Kong and shall observe and perform the covenants, terms and conditions of the Deed of Mutual Covenant and Sub-Deed of Mutual Covenant (if any) relating to the Premises. The Tenant shall not contravene any negative or restrictive covenants contained in the Government Lease(s) under which the Premises are held from the Government.
租客須遵守香港一干法律條例和規則及該物業所屬的大廈有關的公契內的條款。租客亦不可違反屬該物業地段內的官批地契上的任何制約性條款。
5. The Tenant shall during the Term pay and discharge all charges in respect of water, electricity, telephone and other similar charges payable in respect of the Premises.
租客須在租期內清繳一切有關該物業的水費、電費、電話費及其他類似的雜費等。
6. The Tenant shall during the Term keep the interior of the Premises in good and tenantable repair and condition (fair wear and tear and damage caused by inherent defects excepted) and shall deliver up vacant possession of the Premises in the same repair and condition on the expiration or sooner determination of this Agreement.
租客須在租期內保持物業內部的維修狀態良好（自然損耗及因固有的缺陷所產生的損壞除外）並須於租約期滿或終止時將物業在同樣的維修狀態下交吉交回業主。
7. The Tenant shall pay to the Landlord the Security Deposit set out in Schedule I for the due observance and performance of the terms and conditions herein contained and on his part to be observed and performed. Provided that there is no antecedent breach of any of the terms and conditions herein contained, the Landlord shall refund the Security Deposit to the Tenant without interest within 30 days from the date of delivery of vacant possession of the Premises to the Landlord or settlement of any outstanding payment owed by the Tenant to the Landlord, whichever is later. If the Rent and / or any charges payable by the Tenant hereunder or any part thereof shall be unpaid for seven (7)

days after the same shall become payable (whether legally demanded or not) or if the Tenant shall commit a breach of any of the terms and conditions herein contained, it shall be lawful for the Landlord at any time thereafter to re-enter the Premises whereupon this Agreement shall absolutely determine and the Landlord may deduct any loss or damage suffered by the Landlord as a result of the Tenant's breach from the Security Deposit without prejudice to any other right of action or any remedy of the Landlord in respect of such breach of the Tenant.

租客須交予業主保證金 (金額如附表一所列) 作為保證租客遵守及履行此租約上租客所需遵守及履行的條款的按金。若租客在租期內並無干犯此合約內任何條款, 則業主須於收回交吉的物業或一切租客欠款後 (以較遲者為準) 三十天內無息退還該保證金予租客。但若租客拖欠根據此合約需要支付的租金及/或其他款項超過七天 (無論有否以法律行動追討) 或若租客違反此合約內任何條款, 業主可合法收回該物業而此租約將立被終止; 業主可從保證金內扣除因租客違約而令業主所受的損失, 而此項權利將不會影響業主因租客違約而可採取的其他合法行動的權利。

8. Provided the Tenant shall have paid the Rent and other outgoings on the days and in the manner herein provided and observe and perform the terms and conditions herein contained and on the Tenant's part to be observed and performed, the Tenant shall peacefully hold and enjoy the Premises during the Term without any interruption by the Landlord.
若租客按時清繳租金和雜費及沒有干犯此合約內任何條款, 則業主不得在租約期內干擾租客享用該物業。
9. The Landlord shall keep and maintain the structural parts of the Premises including the main drains, pipes and cables in proper state of repair Provided that the Landlord's liability shall not be incurred unless and until written notice of any defect or want of repair has been given by the Tenant to the Landlord and the Landlord shall have failed to take reasonable steps to repair and remedy the same after the lapse of a reasonable time from the date of service of such notice.
業主須保養及適當維修該物業內各主要結構部分 (包括主要的排污渠、喉管和電線)。唯業主須在收到租客的書面要求後才會有責任在合理時限內將有關損壞維修妥當。
10. The Landlord shall pay the Property tax payable in respect of the Premises.
業主負責繳付有關該物業的物業稅。
11. The Stamp Duty payable on this Agreement in duplicate shall be borne by the Landlord and the Tenant in equal shares.
業主及租客各負責屬此合約一式兩份的印花稅一半費用。
12. The Landlord and the Tenant agree to be bound by the additional terms and conditions contained in Schedule II (if any).
業主及租客雙方同意遵守附表二內的附加條款 (如有的話)。
13. If there is any conflict between the English version and the Chinese version in this Agreement, the English version shall prevail.
此合約內的英文文本與中文文本有差異時, 將以英文文本為準。

Received the Security Deposit of
HK\$ 8,000.00 by the Landlord
業主收到租客所交的保證金
港幣 \$ _____:

Received _____ key(s) of the Premises by the Tenant
租客接收業主所交屬該物業的鎖匙
共 _____ 條:

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

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

HKID/B.R.No. ()
香港身份證/ ()
商業登記証號碼

HKID/B.R.No. ()
香港身份證/ ()
商業登記証號碼

Schedule I
附表一

The Premises : _____
物業

The Landlord : _____
業主
whose *address/registered office is situate at 其通訊地址 / 註冊地址為

The Tenant : _____
租客
whose *address/registered office is situate at 其通訊地址 / 註冊地址為

Term : From _____ to _____ (both days inclusive)
租期 由 _____ 至 _____ (包括首尾兩天) 一年生約一年死約

Rent : HK\$ _____ per month
租金 每月為港幣

Security Deposit : HK\$ _____
保證金 港幣

Schedule II
附表二

1. User

The Tenant shall not use or permit to be used the Premises or any part thereof for any purpose other than for _____ purpose only. [P.S.-Please select one item: e.g. residential / commercial / office / shop / industrial]
租客除將該物業作工業用途外, 不可將該物業或其任何部分作其他用途。[備註-請選一項: 例如: 住宅 / 商業 / 辦公室 / 商店 / 工業]

2. Miscellaneous Payments 雜項費用

a) The Tenant shall be responsible for the following payments payable in respect of the Premises during the Term:
租客租期內負責下列費用:

- * (a) Management Fee : (at current rate) (per month) (subject to revision from time to time)
管理費 : (每月以現時金額為準) (將會不時調整)
- * (b) Air-Conditioning Charges : (at current rate) (per month) (subject to revision from time to time)
冷氣費 : (每月以現時金額為準) (將會不時調整)
- * (c) Government Rates : (at current rate) (per month) (subject to revision from time to time)
差餉 : (每月以現時金額為準) (將會不時調整)
- * (d) Government Rent : (at current rate) (per month) (subject to revision from time to time)
地租 : (每月以現時金額為準) (將會不時調整)

- b) The Landlord shall be responsible for the following payments payable in respect of the Premises during the Term:-
業主在租期內負責下列費用:

[P.S. – Please fill in the following if the Rent shall include any of the following expenses]

[備註 – 如租金包括以下任何一種開支, 請填寫下列部分]

- | | | |
|------|---------------------------------|---|
| *(a) | Management Fee 管理費 | : (at current rate) (per month) (subject to revision from time to time) : (每月以現時金額為準) (將會不時調整) |
| *(b) | Air-Conditioning Charges 冷氣費 | : (at current rate) (per month) (subject to revision from time to time) : (每月以現時金額為準) (將會不時調整) |
| *(c) | Government Rates 差餉 | : (at current rate) (per month) (subject to revision from time to time) : (每月以現時金額為準) (將會不時調整) |
| *(d) | Government Rent 地租 | : (at current rate) (per month) (subject to revision from time to time) : (每月以現時金額為準) (將會不時調整) |

3. Rent Free Period 免租期

The Tenant shall be entitled to a rent-free period from the _____ to _____ (both days inclusive) provided that the Tenant shall be responsible for the charges of Government Rent, Government Rates, management fees, water, electricity, telephone and other outgoings payable in respect of Premises during such rent free period.

租客可享有 _____ 天免租期 (由 _____ 年 _____ 月 _____ 日至 _____ 年 _____ 月 _____ 日) (包括首尾兩天) 但租客仍需負責繳付免租期內一切地租、差餉、管理費、水、電及電話費用及其他一切雜費支出。

4. Others 其他

租金包括：冷氣機三部、雪柜、洗衣機、煮食爐、抽油煙機、熱水爐各壹部 (保養及維修)

**** 以上例子只供參考。 ****

**** Example Only ****

