

THIS TENANCY AGREEMENT is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**BETWEEN** the Landlord and the Tenant described in the **FIRST SCHEDULE** hereto.

NOW IT IS HEREBY AGREED as follows:-

1. The Landlord shall let and the Tenant shall take the premises at the address described in the **SECOND SCHEDULE** hereto (“the said premises”) TOGETHER with the furniture fixtures fittings equipment and household effects described in the **THIRD SCHEDULE** hereto (“the said furniture”) in the estate of which the said premises form part described in the **SECOND SCHEDULE** hereto (“the said estate”), in so far as the same is necessary for the proper use and enjoyment of the said premises during the term and at the rent described in Part III and Part IV of the **FIRST SCHEDULE** hereto (“the said term” and “the said rent”).
2. The Tenant hereby agrees with the Landlord as follows:
  - (a) To pay to the Landlord the said rent according to terms stated in Part IV of the **First Schedule** hereto
  - (b) To pay and discharge all charges for gas, water and electricity consumed by the Tenant on or in the said premises and to pay all necessary deposit (if any) therefor.
  - (c) To use the said premises wholly and exclusively for the purpose mentioned in Part V of the **First Schedule** hereto.
  - (d) To obey observe and comply with and perform all the covenants terms and provisions in the said Deed of Mutual Covenant and/or Management Agreement and to indemnify the Landlord against the breach non-observance or non-performance thereof.
  - (e) To maintain the said premises throughout the said term in good condition and repair to the satisfaction of the Landlord.
  - (f) To keep all the interior of the said premises including walls, floors and ceilings and the said furniture in good, clean, tenantable repair and condition (fair wear and tear excepted) and so to maintain the same at the expense of the Tenant and to deliver up the same to the Landlord at the expiration or sooner determination of the said term in like condition (fair wear and tear excepted).
  - (g) To replace at the Tenant’s own expenses any glass in any doors or windows of the premises that may become broken during the said term except caused through the act or neglect of the Landlord, its servants, agents and contractors.
  - (h) To take all precautions to protect the interior of the said premises against damage

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by storm or typhoon or the like.

- (i) At the Tenant's own costs and expenses to repair or replace any electrical installation or wiring within the said premises if the same becomes unsafe.
- (j) To keep the sanitary and water apparatus in the said premises in good, clean and tenable repair and condition and in accordance with the laws.
- (k) To pay to the Landlord on demand all costs incurred by the Landlord in cleansing or clearing any of the drains, pipes or sanitary or plumbing apparatus in the said premises choked or stopped up, owing to the careless or improper use or neglect by the Tenant or any employee, agent or licensee of the Tenant.
- (l) To permit the Landlord (and/or a representative) at all reasonable times (except in case of emergency) to enter and view the state of the said premises, to carry out any work or repairs which require to be done and, during the last three months of the said term, to show the said premises to prospective tenants or purchasers.
- (m) Without the prior written consent of the Landlord, not to make or suffer to be made any structural alterations in the said premises; nor cut, alter, paint or injure any windows, walls, beams, structural members and/or fabric of the said premises; nor to drill holes thereon; and nor to affix anything thereon.
- (n) Without the prior written consent of the Landlord, not to assign underlet or otherwise part with the possession of the said premises (or any part thereof). In the event of any such transfer sub-letting sharing assignment or parting with the possession of the said premises (whether for monetary consideration or not), this Agreement shall absolutely determine and the Tenant shall forthwith vacate and deliver vacant possession of the said premises, on notice to that effect from the Landlord.
- (o) Not to do or permit or suffer to be done any act or thing which may be or become a nuisance or annoyance to the Landlord or to the tenants or occupiers of other premises in the said estate or in any adjoining or neighbouring building.
- (p) Not to use or permit or suffer the said premises to be used for any illegal or immoral purpose.
- (q) Not to encumber or obstruct or permit to be encumbered or obstructed any of the entrances, staircases, landings, passages, lifts (if any) lobbies or other parts of the said estate in common use.
- (aa) Not to do anything whereby the maximum capacity of electricity supply to the said premises shall be exceeded.
- (ab) Upon expiration or sooner determination of this Agreement:
  - (1) the Tenant shall surrender to the Landlord all keys and/or cards giving

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access to all parts of the said premises held by the Tenant; and

- (2) All personal property, trade fixtures and fittings and additions therein and thereto of the Tenant of a non-structural nature shall be removed by and at the expense of the Tenant; and in such event the Tenant shall make good all damage caused by such removal.
- (ac) To indemnify and keep the Landlord fully indemnified from and against all actions proceedings demands costs expenses and claims whatsoever brought or made by the tenants or occupiers of the other parts of the said estate and/or any third party in respect of any act or liability caused by or arising from the act, neglect or default of the Tenant or any servants licensees or persons who are permitted by the Tenant to be in the said premises.
- (ad) To be wholly responsible for any loss, damage or injury caused to the Landlord or any person whomsoever or any property whatsoever, which are owing to (1) the Tenant's acts, faults, negligence and/or omission; and/or (2) the Tenant's failure to keep the said premises in good repair and condition; and/or (3) the spread of fire or smoke or the overflow of water from the said premise caused by the negligence of the Tenant; and to make good the same by payment or otherwise and shall indemnify the Landlord against all claims, demands, actions and legal proceedings whatsoever made upon the Landlord by any person in respect thereof.

- 3. The Landlord hereby agrees with the Tenant as follows:
  - (a) To pay the property tax, government rates and rents and management fees attributable to or payable in respect of the said premises.
  - (b) Not to interrupt the Tenant from holding and enjoying the said premises during the said terms, as long as the Tenant duly observe and perform all terms and conditions contained in this Agreement.
  - (c) To take all such action as the Tenant may reasonably request to enforce the provisions of the Deed of Mutual Covenant and Management Agreement (if any) or other documents (if any) relating to the management of the said estate against the other owners or occupiers of other premises in the said estate or against the Management Company for the time being responsible for the management of the said estate, insofar as the Landlord is capable of doing so.
- 4. IT IS HEREBY FURTHER EXPRESSLY AGREED as follows :-
  - (a) If the Tenant fails to fully pay the said rent for seven days after the same shall become payable; or if the Tenant fails or neglects to observe or perform terms

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and/or conditions under this Agreement; or if the Tenant becomes bankrupt or being a corporation goes into liquidation, it shall be lawful for the Landlord at any time thereafter to re-enter on the said premises and this Agreement shall absolutely cease and determine, without prejudice to any right of action of the Landlord and/or to the Landlord's right to deduct all loss damage and expense thereby incurred from the Rental Deposit.

- (b) If the Tenant fails to pay the said rents or any part thereof on due date, the Landlord shall be entitled to recover from the Tenant the following costs and/or expenses incurred by the Landlord in the course of recovering the rental in arrears and/or other monies unpaid:
  - (1) all legal costs and/or expenses incurred by the Landlord for the purpose of recovering the rental in arrears and/or other monies unpaid from the Tenant;
  - (2) any fees paid to debt-collectors appointed by the Landlord for the purpose of collecting the rental in arrears and/or other monies unpaid from the Tenant;
  - (3) interest calculated at the rate of 2% over the prime rate from time to time charged by the Hongkong and Shanghai Banking Corporation Limited or at 8% p.a. (whichever higher) on the rental in arrears and/or other monies unpaid from the due date up to the date of actual payment; and
- (c) Any act, default, neglect or omission of any guest, visitor, servant, agent, licensee or invitee of the Tenant shall be deemed to be the act, default, neglect or omission of the Tenant.
- (d) Any notice required to be served hereunder shall, if to be served on the Tenant or the Landlord, be sufficiently served, if addressed to the Tenant or the Landlord and sent by post to the said premises or sent at the Tenant's or the Landlord's last known email address.

- 5. (a) The Rental Deposit (referred in Part IV of the **First Schedule**) shall maintain with the Landlord throughout the said term free of any interest, to secure the due observance and performance by the Tenant of the terms and/or condition of this Agreement. Without prejudice to any other legal right or remedy available to the Landlord, the Landlord shall have power to deduct from the Rental Deposit the amount of any costs, expenses, loss or damage sustained by the Landlord as the result of any non-observance or non-performance by the Tenant under this Agreement. The Rental Deposit shall be refunded to the Tenant by the Landlord within seven days after the expiration or sooner determination of this Agreement

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and the delivery of vacant possession to the Landlord or within seven days of the settlement of the last outstanding claim by the Landlord against the Tenant in respect of any breach, non-observance or non-performance under this Agreement, whichever is the later.

- (b) In the event of any deduction made by the Landlord from the Rental Deposit, the Tenant shall forthwith on demand in writing by the Landlord make a further deposit in the amount equal to the amount so deducted and failure by the Tenant so to do shall entitle the Landlord to re-enter the said premises and to terminate this Agreement.

- 6. When the Landlord sells or otherwise assign the said premises to a new owner (“**the Purchaser**”), the Landlord and the Tenant shall sign, and the Landlord shall procure the Purchaser to sign a Memorandum (in triplicate) whereupon the Tenant consents to the transfer of the Rental Deposit by the Landlord to the Purchaser (subject to the Purchaser agreeing to hold and refund the Rental deposit in accordance with the terms of this Agreement) and Tenant also consents to release the Landlord from its obligation to refund to the Tenant the Rental Deposit at the expiration or sooner determination of the said term of tenancy hereby created.

- 7. The parties hereto agree that the said premises will be handed over and let by the Landlord to the Tenant on an “as is” condition in the state and condition as at the date of the signing of this Agreement and no warranty or representation whatsoever has been given or is made by the Landlord or his agents regarding the user of the said premises and/or the state and condition thereof or of the said estate and in particular, but without limitation, no warranty or representation is made by the Landlord or his agents regarding:-

- (b) the fittings and finishes or the installation and appliances (if any) in the said premises and/or the said estate;
- (c) the physical state and condition of the said premises or the said estate or the user thereof;
- (d) the composition of the said premises and the said estate and/or any part thereof.

**THE FIRST SCHEDULE ABOVE REFERRED TO**

**Part I**

**Landlord :** \_\_\_\_\_, a holder of the identity card number  
\_\_\_\_\_, of address at \_\_\_\_\_  
\_\_\_\_\_ and of email  
address at \_\_\_\_\_ and of telephone number at \_\_\_\_\_.

**Part II**

**Tenant :** \_\_\_\_\_, a holder of the identity card number  
\_\_\_\_\_, of address at \_\_\_\_\_  
\_\_\_\_\_ and of email  
address at \_\_\_\_\_ and of telephone number at \_\_\_\_\_.

**Part III**

**Term :** For a term of \_\_\_\_\_ year(s) commencing from \_\_\_\_\_ and  
expiring on \_\_\_\_\_ (both days inclusive) with an option to renew a  
term of \_\_\_\_\_ year(s). The option to renew shall be deemed to have been  
exercised unless either the Tenant or the Landlord serve upon the other a written  
notice of termination 42 days prior to the aforesaid expiry date.

**Part IV**

**Rent :** **HONG KONG DOLLARS** \_\_\_\_\_ **ONLY**  
**(HKS** \_\_\_\_\_ **) per month**

The Rent is inclusive of rates, government rents, management fee and  
\_\_\_\_\_.

The Rent is exclusive of utility fees, including gas, water and electricity supply and  
\_\_\_\_\_.

The Rent shall be paid in advance without any deduction whatsoever on the \_\_\_\_ day  
of each and every calendar month.

The Rent of the 1<sup>st</sup> month shall be paid by the Tenant to the Landlord upon execution  
of this Agreement.

The Rent shall be paid to the Landlord's account number \_\_\_\_\_  
held with \_\_\_\_\_ (or such account number to be designated  
by the Landlord from time to time)

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### Part V

Purpose: For residential purpose and exclusively for use and enjoyment of the Tenant and his/her family members and licensees.

### Part VI

Rental Deposit: **HONG KONG DOLLARS** \_\_\_\_\_  
**ONLY (HK\$** \_\_\_\_\_ **)** shall be paid by the Tenant to the  
Landlord upon execution of this Agreement.

### THE SECOND SCHEDULE ABOVE REFERRED TO

The premise situated at \_\_\_\_\_  
\_\_\_\_\_

### THE THIRD SCHEDULE ABOVE REFERRED TO

List of furniture, devices, equipment and/or fixtures of the said premises:

1. \_\_\_\_\_ Bed(s); and \_\_\_\_\_ Mattress(s);
2. \_\_\_\_\_ Air-conditioner(s); and \_\_\_\_\_ Ventilation Fan(s); and \_\_\_\_\_ Water heater(s);
3. \_\_\_\_\_ Television(s); and \_\_\_\_\_ TV Cabinet(s);
4. \_\_\_\_\_ Washing Machine(s); and \_\_\_\_\_ Refrigerator(s);
5. \_\_\_\_\_ Table(s); and \_\_\_\_\_ desk(s); and \_\_\_\_\_ Sofa(s); and \_\_\_\_\_ Chair(s);
6. \_\_\_\_\_ Drawer(s); and \_\_\_\_\_ Cabinet(s); and
7. Others: \_\_\_\_\_.

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**AS WITNESS** the hands of the parties hereto the day and year first above written.

SIGNED by )  
Mr./Ms. )  
a holder of the Identity Card No. )  
being the Landlord ) \_\_\_\_\_  
Landlord

SIGNED by )  
Mr./Ms. )  
a holder of the Identity Card No. )  
being the Tenant ) \_\_\_\_\_  
Tenant

RECEIVED the day and year first above written of )  
and from the Tenant the sum of HK\$ )  
being the Rental Deposit )  
\_\_\_\_\_ )  
Landlord

RECEIVED the day and year first above written of )  
and from the Tenant the sum of HK\$ )  
being the Rent of the 1<sup>st</sup> month )  
\_\_\_\_\_ )  
Landlord

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