



Tenancy Agreement  
租賃合約

An Agreement made the 4<sup>th</sup> day of August 2019

BETWEEN \_\_\_\_\_ (holder of HKID No. \_\_\_\_\_) of \_\_\_\_\_ (correspondence address)

in the S.A.R. of Hong Kong (hereinafter called "the Landlord" which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant on the expiration of the term hereby created) of the one part and \_\_\_\_\_ (holder of HKID No. \_\_\_\_\_) of \_\_\_\_\_ (correspondence address) in the S.A.R. of Hong Kong

(hereinafter called "the Tenant" which expression shall where the context so admits include his successors in title) of the other part WHEREBY IT IS AGREED as follows:

簽約日期: 2019年8月4日

合約第一方為 趙文彬 吳燕燕 持有身份證號碼: G238451(4) K649986(4) (以下稱 "業主")

聯絡地址為 新填地街374-388號德豐大廈7樓B室

合約第二方為 王國全 持有身份證號碼: M835236(A) (以下稱 "租客")

聯絡地址為 新填地街374-388號德豐大廈7樓B室

合約雙方同意遵守及履行下列條款:-

1. The Landlord shall let and the Tenant shall take through Ricacorp Properties Limited all that \_\_\_\_\_ (hereinafter referred to as "the said Premises") under the terms and conditions herein contained.

業主及租客按本合約之條款透過利嘉閣地產有限公司出租及租入 新填地街374-388號德豐大廈7樓B室 (以下稱 "該物業")

2. The term of the tenancy shall be \_\_\_\_\_ YEARS commencing from \_\_\_\_\_ (the effective Date) and shall (subject to earlier termination pursuant to Clauses 17 or 18 hereof) terminate automatically without notice upon the last day of the term of the tenancy.

租約期為兩年, 由 11/8/19 (生效日) 開始, 並在任何一方沒有根據下述第 17 或 18 條提前終止情況下, 租約將不需另行通知而於租約期最後一日自動終止。

3. The said Premises shall be used for residential purpose.  
該物業須作住宅用途。

4. The rent for the said Premises shall be HK\$ \_\_\_\_\_ (Hong Kong Dollars \_\_\_\_\_) per month, inclusive of government rent, rates and management fees. All rents shall be paid in advance without any deduction.  
該物業之租金為月租港幣 圓正(HK\$14000) 包括地租、差餉及管理費。所有租金應為上期繳付。

5. 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。

6. The Tenant shall pay to the Landlord the Security Deposit HK\$ \_\_\_\_\_ (Hong Kong Dollars \_\_\_\_\_) for the due observance and performance of the terms and conditions therein contained and on his part to be observed and performed which said Security Deposit shall be held by the Landlord throughout the Term of this Agreement. 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 14 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 Tenant shall commit a breach of any of the terms and conditions herein contained, this Agreement shall immediately be terminated and the Security Deposit paid under this clause shall be absolutely forfeited to the Landlord as and for liquidated damages (but not as penalty) and the rights and remedies given to the Landlord by this clause shall not prejudice any other right of action or any remedy of the Landlord in respect of such breach by the Tenant.

租客須交與業主保證金港幣 圓正(HK\$28000) 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, 此保證金在租約期內由業主託管。若租客在租期內並無干犯此合約內任何條款, 則業主須收回空置的物業或一切租客欠款後(以較遲者為準)十四天內無息退還該保證金與租客。但若租客違反此合約內任何條款, 則此租約立即被終止; 且業主可沒收所有保證金。業主沒收保證金的權利將不會影響業主採取任何其他合法行動追討一切因租客違約所引致的損失的權利。



7. The Tenant shall pay the Rent in advance on the \_\_\_\_\_ day of each and every calendar month during the Term of Tenancy. If the Tenant shall fail to pay the Rent after 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第1天上期繳付指定的租金。倘租客於應繳租金之日的七天後仍未清付該租金，則業主有權採取適當行動追討租客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。
8. 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。
9. 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 party 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。
10. 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。
11. The Tenant shall during the Term of Tenancy pay and discharge all charges in respect of water, electricity, gas and telephone and other similar charges payable in respect of the Premises. 租客須在租約期內清繳一切有關該物業的水費、電費、煤氣費、電話費及其他類似的雜費等。
12. The Tenant shall during the Term of Tenancy 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 termination of this tenancy. 租客須在租約期內保持物業內部的維修狀態良好(自然損耗及因原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。
13. 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 of Tenancy 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。
14. (a) Subject to Clause (b) here below, the Landlord shall keep and maintain the structural parts of the Premises and 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. 除下述第 14(b)款規定外，業主須保養及適當維修物業內各主要結構部分(包括主要的排污渠、喉管和電線)。惟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。
- (b) Notwithstanding anything contained hereabove, the Tenant shall be responsible for all costs in cleansing or cleaning any of the drains, pipes or sewage inside the Kitchen and/or Toilet of the said Premises. 儘管上述條款為何，租客須負責所有清理或清潔該物業內廚房及/或廁所內之來去水渠或水管之費用。
15. The Stamp Duty payable on this Agreement shall be borne by the Landlord and the Tenant in equal shares. 業主及租客各負責屬此合約的印花稅一半費用。



16. 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 water, electricity, gas, telephone and other outgoings payable in respect of Premises during such rent free period.

租客可享有 7 天免租期(由 4/8/19 至 10/8/19)(包括首尾兩天)但租客需負責繳付免租期內一切水、電、煤氣及電話費用及其他一切雜費支出。

17. Notwithstanding anything contained hereof AND provided that the Landlord has not exercise the option pursuant to Clause 18 of this Agreement, it is agreed that at any time after the expiry of 12 months from the Effective Date the Tenant may exercise the option to terminate the lease by serving \_\_\_\_\_ months' written notice to that effect on the Landlord or paying \_\_\_\_\_ months' rent in lieu of the notice to the Landlord. The length of the tenancy shall not be less than \_\_\_\_\_ months inclusive of \_\_\_\_\_ months' written notice.

若業主未有根據本合約第 18 條行使權力，則雙方在此同意租約生效日計十二個月後，租客有權給予業主 1 個月書面通知或繳付 1 個月租金而中止租約，租約期不可少於 13 個月(包括 1 個月書面通知)。

18. Notwithstanding anything contained hereof AND provided that the Tenant has not exercise the option pursuant to Clause 17 of this Agreement, it is agreed that at any time after the expiry of 12 months from the Effective Date the Landlord may exercise the option to terminate the lease by serving \_\_\_\_\_ months' written notice to that effect on the Tenant or paying \_\_\_\_\_ months' rent in lieu of the notice to the Tenant. The length of the tenancy shall not be less than \_\_\_\_\_ months inclusive of \_\_\_\_\_ months' written notice.

若租客未有根據本合約第 17 條行使權力，則雙方在此同意租約生效日計十二個月後，業主有權給予租客 1 個月書面通知或繳付 1 個月租金而中止租約，租約期不可少於 13 個月(包括 1 個月書面通知)。

19. This agreement supersedes all prior negotiation, representation, understanding and agreements of the parties hereto.  
本合約取代雙方過往所有之談判、聲稱、理解及協議。

20. If there is any conflict between the English version and the Chinese version in this agreement, the English version shall prevail.

中文文本存有差異時，將以英文文本為準。

Acknowledged the receipt of the Security Deposit of  
HK\$ \_\_\_\_\_ by the Landlord

業主確認收到租客所交的保證金

港幣 28000.

趙文彬 容燕燕

HKID/B.R. No. ①G238451(4)②K649986(4)

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

趙文彬 容燕燕

HKID/B.R. No. ①G238451(4)②K649986(4)

香港身份證/商業登記証號碼

Witnessed by 見證人(代理)：

Shirley Tso

S-574200

Acknowledged the receipt of \_\_\_\_\_ key(s) of the  
Premises by the Tenant.

租客確認接收業主所交屬該物業的鎖匙

共 10 條 2 條房門、1 條信箱、1 條大門、  
1 條鐵閘

王國全

HKID/B.R. No. M835236(A)

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

王國全

HKID/B.R. No. M835236(A)

香港身份證/商業登記証號碼