

Tenancy Agreement (Sample Contract) — Unit A-101

Document Title: Tenancy Agreement (Sample Contract)
Version: 1.0

Effective From: 2025-01-01

1. Parties

- **Landlord:** Mary Johnson
- **Tenant:** John Smith

2. Property

- **Unit ID:** A-101
- **Property Address:** Unit A-101, Sunshine Apartment, 25 Garden Road, Shanghai

3. Term

- **Lease Term:** 12 months
- **Commencement Date:** 2025-01-01
- **Expiration Date:** 2025-12-31

4. Rent and Payment

- **Monthly Rent:** RMB 6,000
- **Payment Due Date:** On or before the 5th day of each month.
- **Payment Method:** Bank transfer to the landlord's designated account.
- **Late Fee:** If rent is unpaid after the due date, a late fee of RMB 100 per day applies, capped at RMB 1,000 per month.

5. Security Deposit

- **Amount:** RMB 12,000 (equivalent to two months' rent).
- **Refund:** Refundable within 30 days after the lease expires, less lawful deductions for damages or unpaid charges.
- **Deposit Use:** The deposit may not be used as rent for the last month.

6. Utilities and Services

- **Tenant Pays:** Electricity, gas, internet.
- **Landlord Pays:** Building management fee and property tax unless otherwise notified in writing.

7. Maintenance and Repairs

- **Tenant Duties:** Keep the premises clean; promptly report defects; minor repairs under RMB 300 per incident.
- **Landlord Duties:** Major repairs not caused by tenant's negligence and structural maintenance.
- **Emergency Repairs:** Tenant must allow access for emergency repairs upon reasonable notice or immediately if urgent.

8. Access and Inspection

- Landlord may enter the premises with **24-hour prior notice** for inspection, repairs, or to show the unit to prospective tenants or buyers, except in emergencies.

9. Use and Subletting

- Residential use only.
- Subletting or assignment **requires landlord's prior written consent**.

10. Pets and Noise

- Pets permitted with landlord's consent; tenant is responsible for any damage or

nuisance.

- Tenant shall avoid excessive noise that disturbs neighbors.

11. Early Termination

- Either party may terminate the lease by **giving 30 days' written notice**.
- If the tenant terminates early without cause, one month's rent may be charged as liquidated damages.

12. Rules and Compliance

- Tenant must comply with building regulations and applicable laws.

13. Governing Law and Dispute Resolution

- This agreement is governed by the laws of the People's Republic of China.
- Disputes shall first be resolved through negotiation; if unresolved, either party may file with the competent court in Shanghai.

14. Notices

- Written notices shall be delivered by email and hard copy to the addresses provided by both parties and are deemed received **two business days** after dispatch.

15. Entire Agreement

- This document constitutes the entire agreement and supersedes prior discussions; changes must be in writing and signed by both parties.