

(2) 賃貸住宅標準契約書見本 - 英語 -

Ordinary rental housing contract, standard type

(1) Purpose of lease

	Name				
	Address				
	Type of building	Apartment Terraced apartment Detached house Other	Structure	Wooden-built	Date of completion
				Non-wooden built	
		Number of units	— stories	Major remodeling: year _____	
			units		
Property	Apartment number		Floor plan	()LDK, DK, K/ One room/	
	Area	m ²			
	Facilities	Toilet	Exclusive (flush・non-flush)・Shared (flush・non-flush)		
		Bath	Yes・No		
Facilities	Shower	Yes・No			
	Water heater	Yes・No			
Facilities	Gas stove	Yes・No			
	Air conditioning/ heating	Yes・No			
Facilities	Electricity capacity	() A			
	Gas	Yes (city gas・propane gas)・No			
Facilities	Water supply	Directly connected to water mains・Tank・Well			
	Sewerage	Yes (public sewerage・septic tank)・No			
Facilities included	Parking	Yes・No			
	Bicycle parking	Yes・No			
	Storage	Yes・No			
	Private garden	Yes・No			

(2) Contract period

Start date: year _____ month _____ day _____	years _____ months _____
End date: year _____ month _____ day _____	

(3) Rent and other fees

Rent/common service fee		Due date	How to pay	
Rent	yen	Day____ of every month for the following month's rent	Bank transfer	Bank name: Type of account: <i>Futsu</i> (ordinary) <i>Toza</i> (current)
Common service fee	yen	Day____ of every month for the following month's fee	or	Account No.: Account name:
Deposit	yen; equivalent to _____ month' srent		in person	Where to pay:
Fee for use of attached facilities				
Other				

(4) Landlord and management

Landlord (Company name/ representative)	Address 〒 Name:	Tel:
Management (Company name/ representative)	Address 〒 Name:	Tel:

Fill out the following if the landlord does not own the building.

Owner of the building	Address 〒 Name:	Tel:
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(5) Tenant and others who live together

	Tenant	Other members of the household
Name		Name: How many people in total?
Contact in case of emergency	Address 〒 Name: Relationship to tenant:	Tel:

(Conclusion of the contract)

Article 1. The lessor (hereafter called the “Landlord”) and the lessee (hereafter called the “Tenant”) have concluded the rental housing contract (hereafter called the “Contract”) for the lease (hereafter called the “Property”) specified in (1) above.

(Contract period)

Article 2. The period of the Contract is specified in (2) above.

2 The Landlord and the Tenant can renew the Contract by mutual agreement.

(Purpose of use)

Article 3. The Tenant must use the Property only for residence.

(Rent)

Article 4. The Tenant must pay rent to the Landlord in accordance with (3) above.

2 The rent for a period less than one month is calculated at a daily rate on the basis of one month being 30 days.

3 The Landlord and the Tenant can revise the rent by mutual agreement, if the amount of the rent has become unreasonable due to the following factors.

- Increase/decrease of taxes and other charges on the land or building;
- Increase/decrease of the land or building prices or other fluctuations in economic conditions;
and
- When compared with the rent of similar buildings in the vicinity.

(Common service fee)

Article 5. The Tenant shall pay a fee for common services such as lighting, fuel, water supply, sewerage, cleaning, etc. which are necessary for the maintenance and management of common space such as stairs, corridors, etc. (hereafter in this clause called “Maintenance and Management Expenses).

2 The common service fee should be paid as specified in (3) above.

3 The common service fee for a period less than one month is calculated at a daily rate on the basis of one month being 30 days.

4 The Landlord and the Tenant can revise the common service fee by mutual agreement, if the

amount becomes unreasonable due to an increase/decrease of the Maintenance and Management Expenses.

(Deposit)

Article 6. The Tenant shall pay a deposit specified in (3) above to the Landlord to cover any liabilities arising from the Contract.

2 The Tenant cannot use the deposit to offset any liabilities, including rent and common service fees, before moving out.

3 The Landlord must refund promptly the whole amount of the deposit without interest when the Tenant vacates the Property. However, if there is any unpaid rent or if there are repair costs incurred to return the property to its prior condition, or if there are any other defaults of liabilities under the Contract, the Landlord can deduct the amount of such liabilities from the deposit.

4 In the above case, the Landlord must specify a breakdown of the amount of liabilities deducted from the deposit.

(Acts prohibited or limited)

Article 7. The Tenant cannot transfer the right of lease, nor sublease the whole or a part of the Property, without the Landlord's written consent.

2 The Tenant cannot enlarge, remodel or move the Property, or install artifacts in the Property without the Landlord's written consent.

3 When using the Property, the Tenant should not do anything listed in Table 1.

4 When using the Property, the Tenant should not do anything listed in Table 2 without the Landlord's written consent.

5 When using the Property, the Tenant should notify the Landlord before doing anything listed in Table 3.

(Repair)

Article 8. The Landlord is responsible for repairs necessary for the Tenant to use the Property, except for the repairs listed in Table 4. The Tenant must pay for repairs attributable to the Tenant.

2 The Landlord should inform the Tenant before doing any repairs. The Tenant cannot refuse permission to carry out such repairs without good reason.

3 The Tenant can carry out repairs listed in Table 4 at the Tenant's own expense without the Landlord's consent.

(Cancellation of the Contract)

Article 9. If the Tenant fails to pay the following and, in spite of the Landlord's due notice, does not fulfill Tenant obligations within a certain period, the Landlord can cancel the Contract.

A. Rent as specified in Article 4, Paragraph 1;

B. Common service fees as specified in Article 5, Paragraph 2; and

C. Expenses as specified in Article 8, Paragraph 1.

2 If the Tenant does not adhere to any of the following rules and the Landlord therefore is unable to continue the Contract, then the Landlord can cancel the Contract.

A. To use the Property only for residence as stated in Article 3;

B. Rules specified in Article 7; and

C. Other rules for the Tenant to observe as specified in the Contract.

(Cancellation by the Tenant)

Article 10. The Tenant can cancel the Contract by giving at least 30 days' notice to the Landlord.

2 The Tenant may move out earlier by paying 30-days rent after notifying the Landlord of the cancellation of the Contract.

(Vacating)

Article 11. The Tenant should move out of the Property before the Contract expires (or immediately if the Contract is canceled under any provision of Article 9). When moving out, the Tenant should restore the Property to its original condition, excluding wear and tear caused by normal use.

2 The Tenant should notify the Landlord in advance when planning to move out.

3 The Landlord and the Tenant shall discuss the details of repairs to be carried out by the Tenant, in accordance with Paragraph 1.

(Entry)

Article 12. The Landlord can enter the Property, with prior consent of the Tenant, when it is necessary for property management such as maintenance of the structure.

2 The Tenant, without good reason, cannot refuse the Landlord entry for property management purposes.

3 Prospective tenants accompanied by the Landlord can inspect the Property with prior consent of the Tenant.

4 To prevent the spread of fire or in any other emergencies, the Landlord can enter the Property without prior consent of the Tenant. When entering in the absence of the Tenant, the Landlord must notify the Tenant later that he entered.

(Guarantor)

Article 13. The guarantor is jointly responsible with the Tenant for any liabilities under the Contract.

(Discussion)

Article 14. If there arise any doubts about items not specified in the Contract or about the interpretation of the Contract, the Landlord and the Tenant shall discuss and solve them in good faith in accordance with the Civil Code and other regulations and customs.

(Special contract clause)

Article 15. The special provision of the Contract is as follows:

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Table 1 (related to Article 7, Paragraph 3)

A. To manufacture or store guns, swords, explosives and flammable or dangerous items; B. To install large safes and other heavy items; C. To pour corrosive liquid into the drains; D. To play television, stereo, piano, etc. at high volume; and E. To keep animals that clearly disturb neighbors, such as fierce animals or poisonous snakes.

Table 2 (related to Article 7, Paragraph 4)

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| <p>A. To place items in the common areas, such as stairs and corridors;</p> <p>B. To put up signboards, posters, and other advertisements in the common areas, such as stairs and corridors; and</p> <p>C. To keep dogs, cats, and other animals (excluding those listed on the Table 1, E) which clearly disturb neighbors, but excluding birds and fish.</p> |
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Table 3 (related to Article 7, Paragraph 5)

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| <p>A. To live with person(s) other than those specified in (5) above, excluding children born during the period of the contract; and</p> <p>B. To be absent from the Property more than one consecutive month.</p> |
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Table 4 (related to Article 8)

<p>Replacing and turning over <i>tatami</i> mats</p> <p>Replacing <i>shoji</i> screen paper</p> <p>Replacing <i>fusuma</i> sliding door paper</p> <p>Replacing light bulbs and fluorescent lamps</p>	<p>Replacing fuses</p> <p>Replacing faucets</p> <p>Replacing sink plugs</p> <p>Other minor repairs</p>
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