

What are the required fees when renting a house in Taiwan?

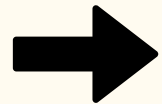
under the applicable laws of Taiwan



Earnest money

Timing of payments

After house viewing



Payment of the earnest money

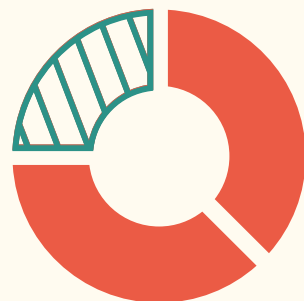


Before signing the lease



Payment amount

There are no statutory restrictions, but we suggest that the earnest money not exceed one-third of one month's rent amount.



Reasons for payment

When the Lessee is willing to rent and the Lessor is also willing to lease the house, the Lessor will charge a certain amount of earnest money in advance to guarantee that the Lessee will sign the lease agreement and rent out the house.

Reminders for payment

- Keep the proof of payment



- After signing the lease agreement, the earnest money will turn into the part of rent or security deposits.

After paying earnest money, may it be refunded if one party changes his/her mind?

If the Lessee changes his/her mind after receipt



The Lessor is entitled to keep the earnest money

If the Lessor changes his/her mind after receipt

EARNEST MONEY



The Lessor returns the earnest money to the Lessee

COMPENSATION



And compensate the Lessee equal to the earnest money.

Security desposit

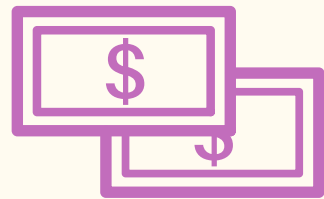
Timing of payments

Upon signing the lease



Payment amount

Shall not exceeded the sum of 2 months' rent



Reasons for payment

Money lessees pre-pay as collateral for compensation for damaged rental housing and duties arising from dealing with leftover things.

Reminders about the payment

- Amount received should be specified in the lease agreement.
- Keep the proof of the payment. 
- The date of returning the security deposit shall be specified in the lease agreement.

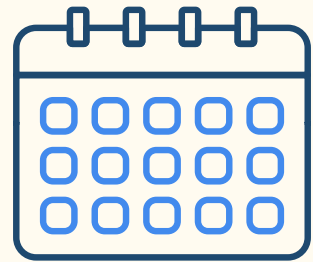
Reasons for a security deposit deduction

- Damages or loss to the property by the Lessee.
- Penalties for early termination of the lease agreement.
- Fees for the disposal items left behind by the lessee

Rents

Timing of payments

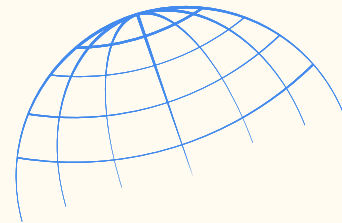
Usually are paid periodically



Monthly



Quarterly



Semi-annually



Annually

Reasons for payment

Payments are made to the lessor by the lessee for renting the property during the lease period.



Payment methods

Cash/ Wire transfer

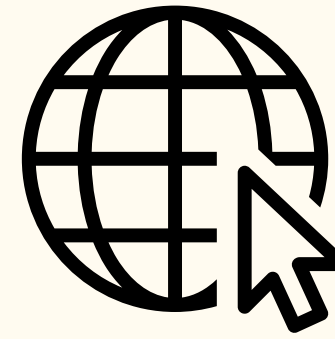
Reminders for payment

- Keep the proof of payment. 
- The lease amount, timing, and methods shall be specified in the lease agreement.
- Within the lease term, the Lessor shall not increase the rent at will
- When rent is unpaid for 2 months and the Lessee fails to pay the rent after notices, the Lessor may terminate the lease agreement early prior to the end date.

Utility fees



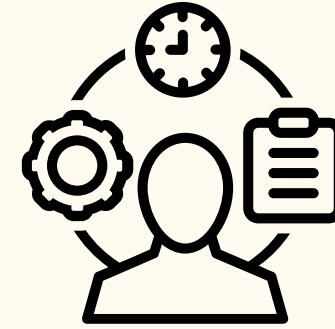
Water



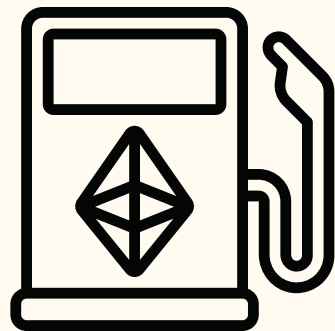
Internet



Electricity



**Property
Management fee**



Gas



**Other charges,
Example:
The cleaning fee**

Utility fees

Reminders



- It shall be specified in the lease agreement who shall bear each relevant expenses, the expense amount, timing and payment methods.
- The electricity fee is usually calculated by the kilowatt hours (kwh) actually used, but shall not exceed the highest level of the monthly fee per kwh as stated by Taiwan Power Company monthly. (For summer, June to September, it shall be NT\$6.41/kwh; for other seasons, it shall be NT\$5.03/kwh).

How to verify the identity of the Lessor?



Reminders



- The Lessee shall verify that the Lessor is "entitled to lease the house" so the Lessee could legally obtain the residential right in respect of the house.
- Please do not sign the lease agreement when you are unable to verify the identity of the Lessor.

When the Lessor says that he/she is the owner of a house

PHOTO ID



Type1 of the building registration transcript or the house tax statement



- The photo on the ID shall be the same as the Lessor.
- The name and ID number on the ID document shall be the same as the person's name and ID card number on the transcript or tax statement.
- The address on the transcript or tax statement shall be the same as the rental address.

臺北市稅捐稽徵處
110年房屋稅繳款書

地方稅
本收據請黏貼於繳款書背面

納稅義務人：陳筱玲
先生/女士 統一編號：A23456***

投遞地址：[Redacted]
管理代號：[Redacted]
繳納期間：自110年 05月 01日起至 110年 05月 31日止因 展延自 年 月 日起至 年 月 日止

項目	本稅	應繳金額合計 (11)	稅籍編號
公計	1,995	1,995	A0 [Redacted]

課稅房屋：臺北市 [Redacted] 區 [Redacted] 里 [Redacted] 街 [Redacted] 號 [Redacted] 樓

使用用途	自住或公益出租	非自住	營業	營業減半	私人醫院、診所或自由職業事務所	非住非營	課稅月數
課稅現值	166,300	0	0	0	0	0	12
稅率	1.2%	1.5%	3%	3% x 1/2	3%	2%	持分比例
本稅	1,995	0	0	0	0	0	100000 / 100000

建物登記第一類謄本 (所有權個人全部)
大安區○○段○小段00000-000建號

列印時間：民國104年04月02日12時34分
大安地政事務所 主任：○○○
大安謄字第00000號
資料管轄機關：臺北市大安地政事務所

頁次：000001
本案係依照分層負責規定授權承辦人員核發
列印人員：○○○ (大安)
謄本核發機關：台北市大安地政事務所

***** 建物標示部 *****

登記日期：民國102年02月03日
建物門牌：○○路○段○號○樓
建物坐落地址：○○段○小段00000-000地號
主要用途：住家用
主要建材：鋼筋混凝土造
層數：010層
層次：三層
建築完成日期：民國073年02月07日
附屬建物用途：陽台
共有部分：○○段○小段00000-000建號****80.06平方公尺
權利範圍：*****10分之1*****
其他登記事項：使用執照字號：73使字000號
其他登記事項：使用執照字號：73使字000號

***** 建物所有權部 *****

(0001)登記次序：0003
登記日期：民國102年02月03日
原因發生日期：民國102年01月15日
所有權人：陳筱玲
統一編號：A234567890
住址：臺北市大安區○○路○○段○○號○○樓
權利範圍：全部*****1分之1*****
相關他項權利登記次序：0004-000
其他登記事項：(空白)

***** 建物他項權利部 *****

***** 登記原因：第一次登記 *****
***** 登記原因：買賣 *****
***** 出生日期：民國57年5月5日 *****
***** 權狀字號：102年○○字第00000號 *****

When the Lessor says that he/she is a sub-lessor

PHOTO ID

Sub-lessor should provide a written sub-lease consent document from the owner's



- The ID should same as the document of the sub-lease consent.
- Confirm the scope of sub-lease and the owner's consent is specified in the lease agreement.
- The term of the sub-lease agreement shall fall within the term specified in the sub-lease consent document.



When the Lessor says that he/she is an agent

PHOTO ID

Owner



Type 1 of the building registration transcript or the house tax statement

建物登記第一類謄本 (所有權個人全部)	
大安區○○段○小段00000-000建號	
列印時間: 民國104年04月02日12時34分	頁次: 000001
大安地政事務所 主任: ○○○	本案係依照分層負責規定授權承辦人員核發
大安謄字第000000號	列印人員: ○○○ (大安)
資料管轄機關: 臺北市大安地政事務所	謄本核發機關: 臺北市大安地政事務所
***** 建物標示部 *****	
登記日期: 民國068年05月28日	登記原因: 第一次登記
建物門牌: ○○路○段○號○樓	
建物坐落地號: ○○段○小段0000-0000地號	
主要用途: 住家用	
主要建材: 鋼筋混凝土造	
層數: 010層	總面積: *****100.05平方公尺
層次: 三層	層次面積: *****100.05平方公尺
建築完成日期: 民國073年02月07日	面積: *****2.15平方公尺
附屬建物用途: 陽台	
共有部分: ○○段○小段00000-000建號*****80.06平方公尺	
權利範圍: *****10分之1*****	
其他登記事項: 使用執照字號: 73使字000號	
其他登記事項: 使用執照字號: 73使字000號	
***** 建物所有權部 *****	
(0001)登記次序: 0003	登記原因: 買賣
登記日期: 民國102年02月03日	
原因發生日期: 民國102年01月15日	
所有權人: 陳筱玲	出生日期: 民國57年5月5日
統一編號: A234567890	權狀字號: 102年○○字第000000號
住址: 臺北市大安區○○路○○號○○樓	
權利範圍: 全部*****1分之1*****	
相關他項權利登記次序: 0004-000	
其他登記事項: (空白)	
***** 建物他項權利部 *****	

Power of attorney / authorization letter



Agent



Please pay attention to the scope of authorization as some of the owners only engages the agent for house viewing.

When the Lessor says they are “Rental Housing Subleasing Business(RHSB)”

Sub-lease consent document from the Lessor and sub-lease agreement should include:



- The boundary of the lease target.
- Term of lease.
- Causes of early termination

Service staff

If it acquires a rental housing manager certificate



The company which the agent works for

- The registration certificate of RHSB
- The identification mark for a duly incorporated RHSB



- You may check and verify on the information system for real estate service business published by the Ministry of the Interior.



What is a "Guarantor"?



There are two types of "Guarantors"

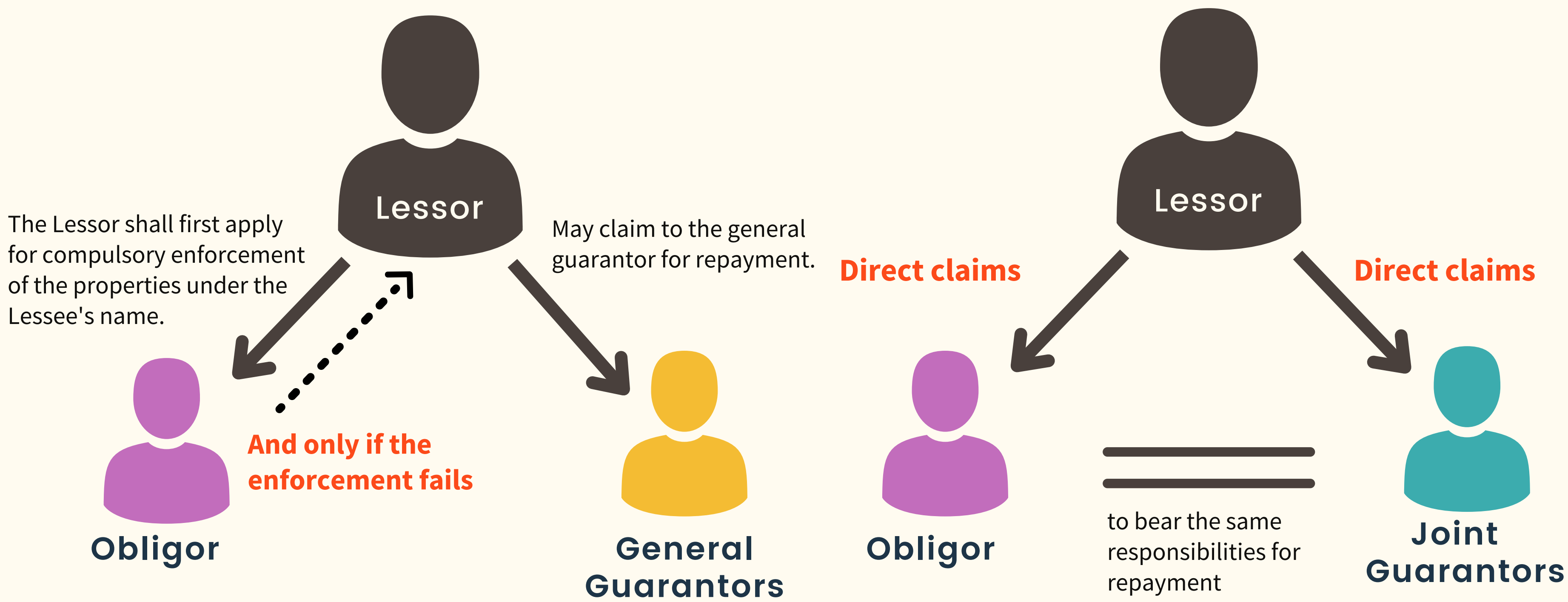
General Guarantors



Joint Guarantors



When there is unpaid rent or damages cause by the Lessee

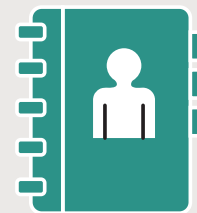


Is it required to provide a guarantor / joint guarantor?

The law does not require an agreement. An agreement can be reached by lessor and lessee among themselves.



Could be replaced by any of the following:



Emergency contact person.



Proof of employment.



School verification certificate.

Foreigners are usually asked to provide a guarantor when renting a home in Taiwan.



It is advisable that the lessee gets the lease agreement notarized to show that the documents are correct and true to both agreed terms.



Confirm the furniture and devices that are provided by the rental home



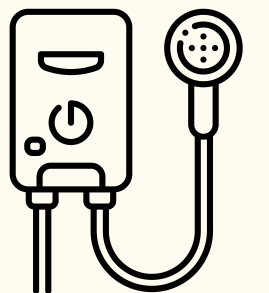
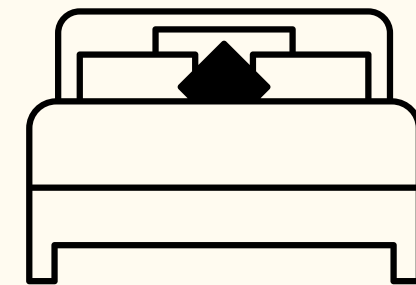
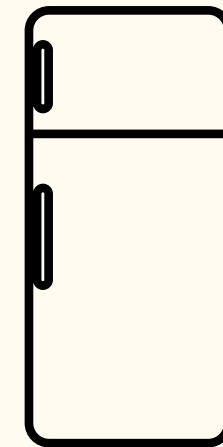
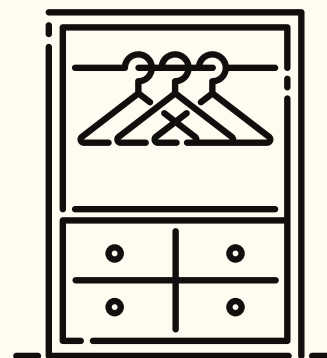
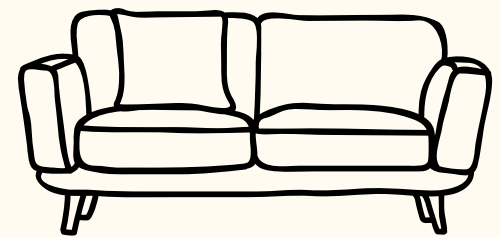
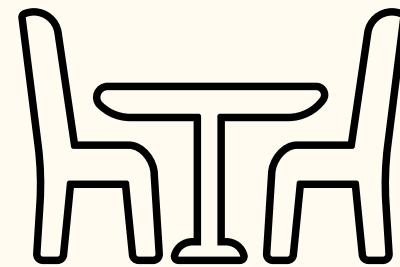
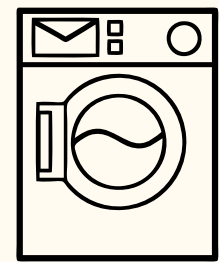
Reminders



As there is no mandatory requirement under Taiwan laws that any devices, appliances, or furnitures shall be provided when renting a home, it is legal to lease a home unfurnished.

Prepare a list of devices and furniture which will be provided by the Lessor in advanced

Prepare a list of devices and furniture that the lessee requires to speed up the time to find a rental house that matches your expectations.



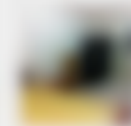
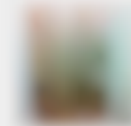
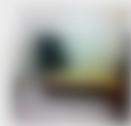
Keep the rental advertisement

Take a screenshot /print/ or photos of the advertisement content that you found on the rental website and keep it for verification when viewing the home.

 :: Basic Information ::

Property listing No. - 180800093
北大博士林學生套房





Rental **7,000** NTD/Month

Address **New Taipei CitySanxia Dist.Guoji 2nd St.**

Floors and Levels **4 F/8F**

Apartment features **1Bedroom1Bathroom**

Property type **suite** Floor area (ping) **9.0pings**

Building type **Lift bd** Age of the Property **14years**

Certified Documents ☐ Verification Provided

經租約審閱

Contact Person

Mr.

Status

Landlord

Contact number

09-39999999 / 09-39999999

Save

Comments

Visitors **13**

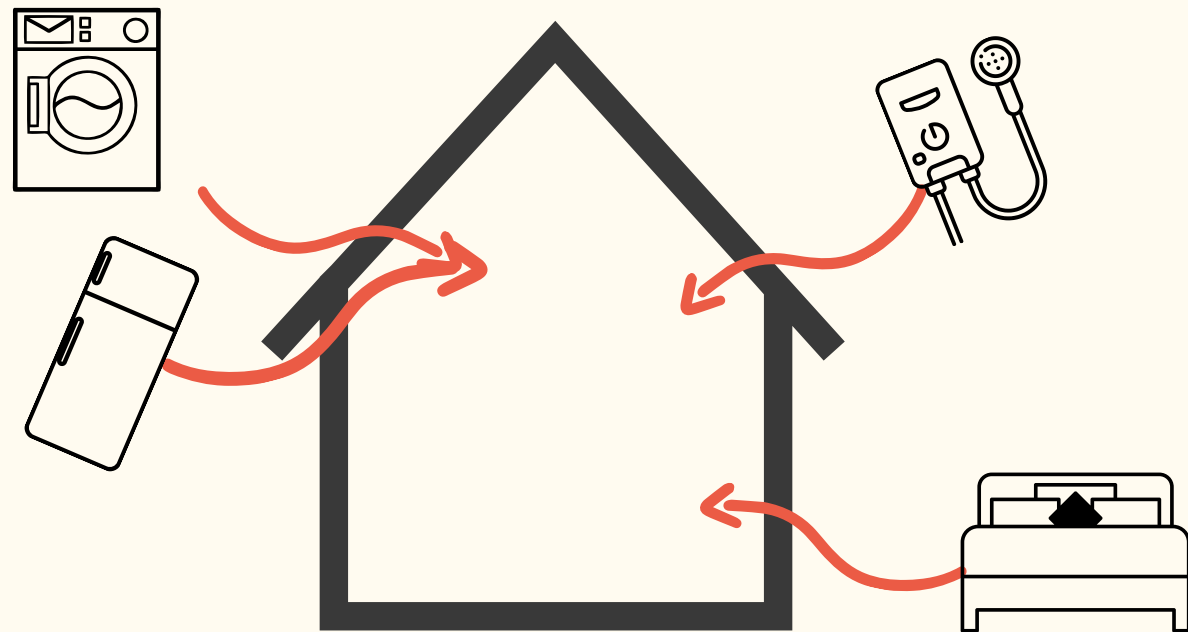
Number of times saved **0**

Details	
Elevator	☒ Yes ☐ No
Preferred gender	☒ No restriction ☐ Males only ☐ Females only
Property	☒ Yes ☐ No ☐ Partial
Rooftop add-on	☐ Yes ☒ No
Materials of internal wall	☐ Concrete ☐ Wooden board ☐ Fireproof board ☒ No ☐ Other
Living with landlord	☒ Not living with landlord ☐ Living with landlord ☐ Living with the sublessor
Cooking OK	☒ no ☐ yes ☐ Simple cooking
Pet	☒ no ☐ yes ☐ Negotiable
Preferences for tenants	☐ No limit ☐ Short term ☐ Non-Taiwanese citizen ☐ Single-parent family ☐ Solitary elders ☐ Disabled
Deposit	☐ One month ☐ Two month ☐ Negotiable ☒ Other 10000
Paid by the tenant	☐ Management fee NTD/Month ☐ Parking fee NTD/Month · Parking type : ☐ cleaning fee ☒ electricity fee ☒ water fee ☐ gas bill ☐ internet access fee ☐ cable TV fee ☐ all of the above
Utilities available	☐ TV ☒ a/c ☒ fridge ☐ counter ☐ Extractor ☐ stove ☐ microwave ☐ induction cooker ☐ dish dryer ☐ Natural gas ☐ bottled gas ☐ gas water heater ☒ water heater ☐ washer ☐ whizzer ☐ Dryer ☐ Network TV ☐ cable ☐ telephone ☐ Accessible route
Furnished	☒ TV cabinet ☐ sofa ☐ side table ☒ chair ☐ table ☒ desk ☒ bedstead ☒ mattress ☒ wardrobe ☒ bookcase ☒ shoe rack ☐ vanity ☒ curtains
Neighborhood	☒ School ☒ Park ☐ Dept store ☒ Conv stor ☐ Trdtl mkt ☐ Night mkt ☐ Hospital ☐ Police office
Transport	Bus stops : 臺北大學 · Walking time:5 minutes University : New Taipei City National Taipei University
Remarks	近北大側門，視野採光佳，環境單純安全有管理員。

When the advertisement information is different from the home after viewing

METHOD A

You may request the Lessor to provide the missing items in accordance with the rental advertisement.



METHOD B

You may request the Lessor to lower the rent.



Make a clear handover

Before renting the house or upon the termination of the lease agreement, check the brand, size, and condition of each device (including the appliances and furniture) provided by the Lessor record the information item by item on a list of devices, and take photos or video-tapes of each item.

Devices / Appliances / Furniture	Brand	Quantity	Moving-in status	Notes	Moving-out status	Notes

Reminders



If the Lessor provides any devices/
appliances/furniture, it shall be stated in
the lease agreement that the Lessor will be
responsible for repairs and maintenance

How to protect your rights when signing an agreement?



Use the agreement version published
by the government



Chinese version



English version

Contents required to be provided in the lease agreement

- Address of the rental house
- Rents (including how and when to pay it)
- Security deposits (which shall not exceed the sum of 2 months' rent)
- Utility fees(including how and when to pay it)
- Term of lease (YYYY-MM-DD)
- Who shall be responsible for repairs
- How to return the rental house (whether the restitution is required, or it may be returned "as-is".)
- List of furniture and appliance, etc.
- Contact information of the Lessor and Lessee (ID number/ passport number/ARC number, phone number, permanent address/ contact address)

Confirm that there is no breach of any of the following prohibited provisions

1. No waiver of the contract reviewing period.
2. No provision stating that the advertisement serves for reference only.
3. No provision stating that the Lessee shall not declare the rental expenses.
4. No provision stating that the Lessee shall not make any moving-in application for the household registration.
5. No provision stating that in case of any increase of the taxes/levies which shall be borne by the Lessor, the increased amount shall be borne by the Lessee.
6. No provision that waives the Lessor's warranty of defect when the Lessor intentionally fails to inform the defect.
7. No provision stating that the Lessee shall return the original of the lease agreement.
8. No provision stating that any notices under the agreement may only be made via phone.
9. No provision which is in violation of any mandatory or prohibited provision under applicable laws and regulations.

How to sign a lease agreement when you are abroad



Hold a video conference call to discuss the lease agreement with the Lessor.



The Lessor shall draft and sign/seal on the lease agreement, and send the scanned file to the Lessee by email.



The Lessee shall carefully review the lease agreement, sign/seal on the agreement after confirmation of the content, and return the scanned file to the Lessor.

How to sign a lease agreement when you are abroad

Reminders



It is better that you verify the lease object in person or engage an agent to verify the lease object on site.

What should I do if there is any dispute arising from the house rental?



Common disputes arising from house rental involving foreigners

Repairs



Whether it is required for restitution when returning the house



Early termination of the lease agreement



Preventions

Repairs

While signing the lease

- Check the devices/appliances/furniture provided item by item and take photos/videotapes for recordation.
- Specify who shall be responsible for repairs in the agreement.

During the lease period

- Properly use the devices / appliances / furniture without any intentional destructions/damages.
- The Lessee is obliged to keep the house in good conditions and shall promptly notify the Lessor in case of any problems.

Preventions

While signing the lease

Make the handover procedures thoroughly and carefully.

Term of the lease

Specifies the scope and items which may be subject to refurbishment.

During the lease period

- No refurbishment is allowed without the prior consent of the Lessor.
- Avoid taking any refurbishment which may damage the structures or walls of the house.

Preventions

Early
termination

Statutory cause for termination			
For Lessor		For Lessor	
Notice before 30 days	• After notification, the total rental or fees in arrears amount to two months' rent. • The Lessee damaged/destroyed the house with no compensation or repairs. • The Lessee sub-leases the house without prior approval.	Notice before 30 days	• Rental housing is ill-fitted for dwelling and needs repair, but the lessor fails to repair within a reasonable period fixed by the lessee. • Destruction of the house is not attributable to the Lessee. • Illness and accidents make long-term treatment necessary • Third parties exercise their rights on the rental house
Notice before 3 months	• The Lessor may repossess the house for the purpose of reconstruction.		
No prior notice is required	• If the Lessee stores any explosive or inflammable items or conducts any interior refurbishment causing damages to the structure of the house.	No prior notice is required	• If the rental house contains any defect which endanger the safety or health of the Lessee.

Preventions

Early termination

While signing the lease

Stipulates "may early terminate the lease agreement before expiry" and specify the notice period for early termination of the lease agreement.

While in the early termination

Shall make prior notices to the Lessor in accordance with the notice period provided in the lease agreement.

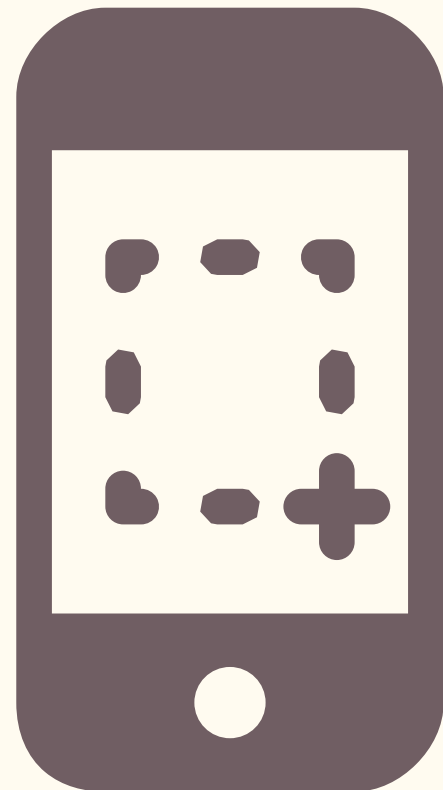


- In the case that a lease agreement made by both parties could not be terminated early, the agreement should extend to the end of the lease term unless the Lessee receives the Lessor's approval and pays liquidated any damages agreed by the Lessor, and vice versa.

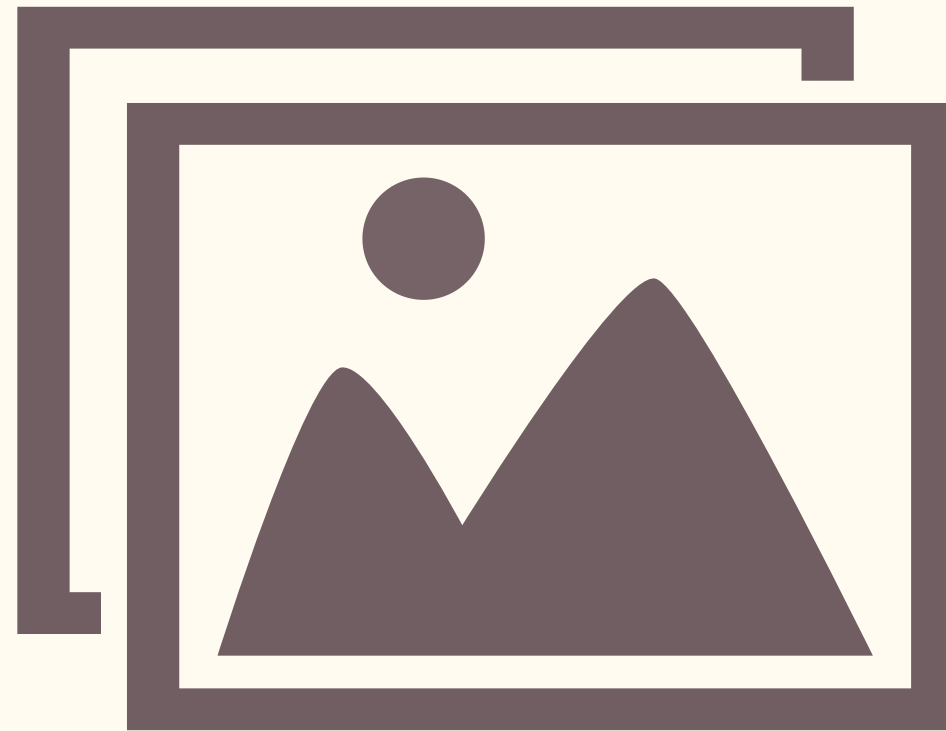
How to deal with the disputes

Keep the
evidence

**Screenshots of the
conversations**



**Photos of relevant
evidence**



The lease agreement



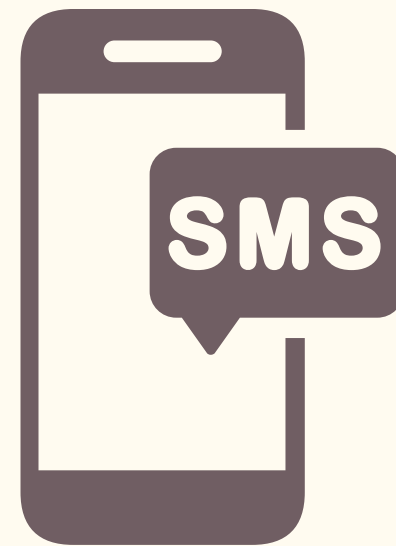
How to deal with the disputes

Make clear
notices

LINE



Phone text



Email



Legal attest letters

郵局存證信函用紙

(寄件人如為機關、團體、學校、公司、商號請加蓋單位圖章及法定代理人簽名或蓋章)

姓名：

一、寄件人 詳細地址：

姓名：

二、收件人 詳細地址：

副 本 姓名：

三、收件人 詳細地址：

(本欄姓名、地址不敷填寫時，請另紙聯記)

格 行	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
一																				
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三																				
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- In order to keep the evidence, it is recommended to give notices in writing.

How to deal with the disputes

Seek professional legal advice

General consultation		Third party negotiations	Conciliations	Mediation
Follow the advice provided in the legal consultation to communicate and resolve the disputes by the parties.		Seek assistance from an impartial third party or lawyers to conduct face-to-face negotiations.	Conciliations may be carried out by the committee on Property Dispute Conciliation set up by the land authorities for each local government	Local consumer protection hotline
County(city) governments	TSUEI MA MA Foundation for Housing & Community Services			 1950 
		TSUEI MA MA Foundation for Housing & Community Services	 1999	Mediation committee under each local district affairs office 

10 QAs for foreigners renting houses in Taiwan

外國人在臺租屋 10 大 QA

1. In Taiwan, what does a lessee need to pay to a lessor ?

在台灣租房子，需要支付給房東的費用有哪些？

A：

- Earnest money : In a case that both a lessee and a lessor are willing to rent a house, a lessor requests a sum of money in advance called earnest money, to ensure a lessee's good faith to rent a house. However, if a lessor requests a lessee to pay earnest money before viewing a house, it might be a scam. Be careful !

定金：房客有意承租，房東也願意出租，房東會預先收取一定金額，用來確保房客會訂約承租的承諾。但如果房東要求看屋前要先付錢，小心是詐騙。

- Security Deposit : A sum of money which is collected by a lessor from a lessee gives a lessor security in case a lessee causes damages to the rental property or a lessor needs to dispose of goods left behind by a lessee.

押金：承租人為擔保租賃住宅之損害賠償行為及處理遺留物責任，預為支付房東之金額。

- Rent : It is a lessee's regular payment to a lessor for the use of a house until the lease term is expired.

租金：向房東承租房子，必須定期支付的金額，直到租期期滿為止。

- Utility fees : The charges for the usage of water, electricity, gas, internet, management, cleaning, etc.

其他公共事業費：水費、電費、瓦斯費、網路費、管理費、清

潔費等。

A lessee should ensure whether the rent includes the fees mentioned above. If the rent excludes the fees, a lessee should remember to write down clearly what to pay, when to pay and how to pay in a lease agreement.

確認上述費用是否包含在租金內，如果需要另外支付，支付的金額、時間及方式，記得在租約內寫清楚。

2. After paying earnest money, may it be refunded if one party changes his/her mind ?

定金支付了之後，若有一方反悔不租，定金可以拿回來或要求賠償嗎？

A : Payment of the earnest money represents a lessee's good faith to perform a leasing agreement. A lessor usually requests the payment of earnest money at the time between seeing a house and signing a lease agreement, ensuring a lessee's performance of an agreement.

定金是契約履行前的一種承諾，通常是在看屋後簽約前，房客有意承租，房東也願意出租，房東會預先收取一定金額，用來確保房客會訂約承租的承諾。

If a lease agreement will not be performed owing to a lessee, such as adjustment of working places, and regretting to rent a house right after leaving in five minutes, a lessee cannot request to refund the earnest money. On the other hand, if a lease agreement will not be performed owing to a lessor, a lessor needs to return a double amount of earnest money back to a lessee. For example, if a lessor received

NT\$2,000, he/she needs to return NT\$4,000 to a lessee.

如果房客因故無法承租（例如：工作地點突然改變、離開五分鐘就後悔...等等。）不得請求返還定金。反之若可歸責於房東之事由致不能出租，房東應加倍返還其所收受定金（例如收 2000 元定金，返還房客 4000 元）。

Reference : Article 248, Civil Code.

參考法令：民法第 248 條

3. What can I do if pictures of a house online are inconsistent with real one ?

在網站上看到的房子照片，跟現場長不一樣怎麼辦？

A : Under Taiwan laws, the advertisement of rental housing posted by the lessor should match the facts. It can't just be a reference. If a lessor who insists that he/she has many similar houses in the same building only allows a lessee to view the house ("house A") which is similar to the one ("house B") a lessee want to rent instead of house B, with an excuse that the current renters haven't moved out, a lessee should reject him/her. It is necessary to view a house's interior including its concept and decoration, and to test equipment, such as an air conditioner, toilet and lamp, making sure whether it works.

依規定出租人提供之租賃住宅廣告內容應與事實相符，不得是僅供參考。如果房東強調自己在該棟有多間格局相同、風格相近的物件，並推託說要出租的 B 房目前還有人居住，當下不方便帶看，要房客遷就看「一模一樣」的 A 房，建議應予以拒絕，因為看房不只是看格局、看裝潢，也要實地測試各種設施設備（如：

冷氣、馬桶、燈具等) 可使用程度。

If a lessee pays the earnest money due to the preference of house A he/she viewed but discovers that house B he/she rented is not as good as he/she expected, it is not easy to take the earnest money back.

如果房客因為滿意 A 房而付了定金，日後卻發現 B 房不如預期，此時要拿回定金就不會那麼容易了。

Reference : Article 13.1, Rental Housing Market

Development and Regulation Act; Point 2,
Mandatory Provisions to be Included in and
Prohibitory Provisions of Standard Form Contract
for house leasing; Article 249.2, Civil Code.

參考法令：租賃住宅條例第 13 條第 1 項、住宅租賃定型化契約
不得記載事項第 2 點、民法第 249 條第 2 項。

4. How does a lessee verify the identification of a lessor ?

What do both parties need to provide when signing a leasing agreement ?

如何驗證房東身分？簽約時雙方需要提供什麼證件？

A : When a lessor claims that he/she is the owner of a house, a lessee could request him/her to provide a house's certificate of ownership and his/her identification card. If a lessor cannot provide a house's certificate of ownership, he/she can provide a house tax statement within one year instead and check if the taxpayer and the party are the same. When a lessor says that he/she is a sub-lessor, a lessee may request him/her to provide a document which represents a

lessor's approval of the sublease of a house. Under Taiwan laws, a head-lessee can sublease the whole or part of a house only when a lessor approves in writing. A head-lessee also needs to provide a lessee identity documents such as a passport and identification card. If a lessee can't verify the identity of a lessor, he/she should not sign a lease agreement.

當對方表示自己是屋主本人時，可要求出示房屋權狀和身分證，如果沒有權狀，則可請提供最近一年的房屋稅單，確認稅單上的納稅義務人是不是與簽約者同一人。當對方表示自己是二房東，可請二房東（轉租人）出示大房東（出租人）同意轉租之書面文件。依我國法律規定，必須經過大房東（出租人）書面同意，二房東（轉租人）才能將其租用住宅的全部或一部分轉租。承租人也應提供護照或身分證明文件。若無法確認房東身分請勿貿然簽約。

Reference : Article 9.1, Rental Housing Market Development and Regulation Act.

參考法令：租賃住宅條例第 9 條第 1 項。

5. Is it legal for a lessor to request more security deposits because I am a foreigner ?

房東說我是外國人，因此要收我比較多的押金，是可以的嗎？

A : Under Taiwan laws which are based on a concept of territorial principle, no matter where a lessee is from, the amount of security deposits shall not surpass the equivalent of two months' rent.

我國法律為屬地主義，無論國籍，押金最多不可收超過 2 個月的

租金。

Reference : Article 7, Rental Housing Market Development
and Regulation Act

參考法令：租賃住宅條例第 7 條

6. How is the electricity price calculated in Taiwan ? How do I know if the calculation standard of electricity price by a lessor is reasonable?

台灣租屋的電費計費方式?如何知道房東電費計費標準是否合理?

A : Usually, the electricity price is calculated by consumption units. However, the electricity unit price a lessor requested should not be higher than the highest monthly electricity unit price Taiwan Power Company announced. A lessee may request a lessor to provide the electricity bill, checking average electricity unit price last year, as a reference. A lessor should not earn profit from receiving electricity prices from a lessee because he/she just collects it for Taiwan Power Company. If a lessor receives electricity prices higher than the one Taiwan Power Company announced, a lessee could report it to the Land Administration Offices in the local city, or call 1950 reporting to Consumer Service Centers.

通常是依照使用度數計價，但最高不可收超過台電當月最高級距之每度費用，可請房東提供電費單據，查看「去年每度平均電價」，作為與房東約定租屋電費收取標準之參考。電費收取為代收費用，房東不可以此營利，若發現房東有超收行為，房客可向當地縣（市）政府的地政局（處）或撥打 1950 至所在地縣（市）政府的消費者保護中心消保官檢舉。

A lessee can look up the electric energy consumption during the lease term on the official website of Taiwan Power Company ,electronic bill, or app. If a lessee discovers the electric energy consumption is abnormal, he/she may check an electricity bill or call 1911.

租賃期間用電使用情形，可透過台電官網、電子帳單或 app 查詢，若發現租屋處用電量有異常情形，可參考電費帳單與用電量或洽 1911 台電服務專線協助。

7. Who is responsible for repairing furniture and household appliances which are provided by a lessor ?

房東提供的家具家電壞掉的話，誰要負責修繕？

A : Under Taiwan laws unless provided by the agreement, otherwise a lessor should make all repairs to the damages and destruction of things leased which are not caused by a lessee. However, a lessee should keep and manage the things leased with the care of a good administrator, and notify a lessor immediately after the discovery of damages and destruction of things leased, avoiding damages expanding. A lessee should be responsible for damages and destruction of things leased if he/she does not notify a lessor about them immediately. Ways of notification could be any way which can be proved, such as text message, Email, and Line that are written. In Particular, a legal confirmation letter is the best choice. Therefore, it is recommended that a lessee should confirm with a lessor which equipment's damage will be borne by him/her, and

record them in the agreement.

按照我國法律（民法及租賃住宅條例）的規定，只要定約時沒有另外約定，房屋或附屬設備損壞，若不可歸責於房客的事由時，原則由房東負責修繕。但房客也要盡到「善良管理人」的注意義務，得知損壞發生時應馬上通知房東儘速處理，避免損害擴大，若輕忽未即時通知，導致損失嚴重，房客還是需要負擔責任。通知的方式，只要能舉證的，像是簡訊、Email、Line 等以文字表示都可運用，但最具有證據效力的，還是以郵寄存證信函的方式為佳。因此建議：訂約時要向房東確認哪些設備的損壞須由房客負責，並載明於契約書。

Reference : Article 8, Rental Housing Market Development and Regulation Act ; Article 430, Civil Code.

參考法令：租賃住宅條例第 8 條、民法第 430 條

8. How much money does a lessee need to compensate a lessor if he/she has to terminate a lease agreement early due to the job transfer ?

因工作臨時被調職，必須提前終止租約，需要給房東多少賠償？

A : Under Taiwan laws, in the case that a lease agreement made by both parties could be terminated early, a party who wants to terminate the agreement early does not need to pay liquidated damages if he/she notifies the other party before a period of time which is at least one month agreed by both parties. If a party does not notify the other party before a period of time agreed by both parties, the party needs to pay liquidated damages which should not be more than the amount of one month rent. In the case that a lease

agreement made by both parties could not be terminated early, the agreement should be performed to the end of the lease term unless a lessee receives a lessor's approval and pays liquidated damages agreed by the lessor.

依規定，租約若約定可提前終止，欲終止一方只要於約定時間內告知（至少提前 1 個月告知），則不會扣違約金，未於約定時間內告知，才會扣違約金（最高不得超過 1 個月租金）。如果契約上約定不可提前終止，應與房東協商須賠付金額，否則應該履行契約至結束。

Reference : Point 14, Mandatory Provisions to be Included in and Prohibitory Provisions of Standard Form Contract for house leasing; Point 13, Mandatory Provisions to be Included in and Prohibitory Provisions of Contract for house leasing.

參考法令：住宅租賃定型化契約應記載及不得記載事項第 14 點、住宅租賃契約應約定及不得約定事項第 13 點。

9. What condition of the rental house does a lessee need to restore so that the security deposit will not be deducted, when moving out of it?

要搬離開租屋處時，需要將屋況恢復到什麼樣的狀態，才不會被扣押金？

A : Both parties need to clearly regulate standards of return of the rental house when signing an agreement. If both parties agree with the current condition return, a lessee may return the rental house with decoration; if both parties agree with the original condition return, a lessee should return the

rental house with original condition. However, if damages are ordinary wear and tear, such as dirt on a wall caused by the usage, and bed collapse caused by lying for a long term, a lessor could not deduct any amount of security deposit.

雙方訂約時要明確規範返還的標準。如是約定現況返還而房屋有改裝，那就可維持改裝結果點退房屋，若是約定回復原狀，那房客就要將房屋回歸到原始承租的狀態再點退房屋。但如果是自然耗損，例如牆壁用久有摸髒或是床墊躺久了塌陷等，房東不能主張扣押金由房客負擔。

10. Where can a party ask for help when a rental dispute occurs ?

發生租屋糾紛，可以去哪裡尋求協助？

A：

- Consulting： Each party can consult with the Land Administration Bureau in the local city or TSUEI MA MA Foundation for Housing and Community Services, and then negotiate with the other party and solve problems by themselves.
一般諮詢：向當地縣（市）政府的地政局（處）或崔媽媽基金會諮詢法律建議後，房客與房東自行進行溝通解決。
- Applying for mediation or negotiation： A lessee can call 1950 appealing with Consumer Service Centers in every city. Each party can apply to the municipal governments or the county (city) governments for mediation, Township/District Offices, and TSUEI MA MA Foundation for Housing and Community Services.

申請調解或第 3 方協商：撥打 1950 至當地縣（市）政府的消費者保護中心申訴、當地縣（市）政府地政局申請不動產糾紛調處、鄉（鎮、市、區）公所調解、崔媽媽基金會租屋糾紛協商調解服務。