

SAMPLE (見本)
TENANCY AGREEMENT
(借家契約書 — 日本語説明付き)

THIS AGREEMENT is made the _____ day of _____ in the year Two Thousand Six (2006) BETWEEN

この契約書はXX月XX日付けで

{name} 家主の氏名、住所
{NRIC No. / Passport No. / Company Registration No.}
{Address}

(hereinafter called “the Landlord” which expression where the context so admits shall include all persons having title under the Landlord) of the one part AND

(以下、家主—Landlord—と称する) と

{name} 借用人の氏名、住所
{NRIC No. / Passport No. / Company Registration No.}
{Address}

(hereinafter called “the Tenant” which expression where the context so admits shall include the successors and permitted assigns of the Tenant) of the other part.

(以下、借用人—Tenant—と称する) との間で結ばれるものとする。

NOW IT IS HEREBY AGREED AND DECLARED as follows:-

1. The Landlord agrees to let and the Tenant agrees to take all that premises situated and known as :-

家主は次の家屋を借用人に貸す事を認め、借用人はそれを借りることに同意する。

{address} 家屋住所

together with the furniture, fixtures and fittings therein belonging to the Landlord (hereinafter called “the said premises”) to hold the same unto the Tenant from {date} to {date} for a period of TWENTY FOUR (24) months at the total monthly rental of S\${amount} per month in Singapore Currency (whereof S\${amount} shall be the rent for the said premises, S\${amount} shall be the rent for the said furniture, fixtures and fittings and the maintenance and service charges) payable in advance without deduction or demand, each payment to be made on or before the 1st of each calendar month, to the Owner’s bank, {bank}, account number : {a/c no.}.The first payment to be made on or before the execution of this Agreement.

家主は上記住所の家屋と家主の所有物である家具、調度品、付属品を含めて、XX年XX月XX日より24ヶ月間、1ヶ月の家賃XXドルと家具代XXドルにて賃貸する。賃貸料は毎月1日に、要求や減額なく家主の指定銀行口座へ振り込むものとする。

2. Upon or before the execution of this Agreement, the Tenant shall pay the sum of Singapore Dollars {amount in figures} (\$amount) being the equivalent of **Two (2)** months' rental as deposit to be held by the Landlord as deposit or security for the due performance and observance by the Tenant of all and singular the stipulations, conditions and covenants on its part herein contained and in default on the Tenant's part of such stipulations conditions and covenants the Tenant shall forfeit to the Landlord the sum so deposited or such part thereof as may be necessary to remedy such default but so that the right and remedy given to the Landlord by this clause shall be deemed to be cumulative remedies and shall not prejudice any right of action or any remedy of the Landlord for the recovery of any rent or monies due to the Landlord by the Tenant or in respect of an antecedent breach by the Tenant Provided always that on due performance and observance of such stipulations conditions and covenants on the Tenant's part up to the termination of the tenancy hereby created the said deposit or any part thereof so deposited with the Landlord shall be refunded to the Tenant without interest within fourteen (14) days after termination of this tenancy. The Tenant has a right to request the Landlord to place the deposit monies with the Landlord's lawyer to hold as stakeholders until the expiration of the Tenancy Terms.

この契約遂行にあたって、家賃の2ヶ月分に相当する額を保証金として家主に支払う。この保証金は、この契約に書かれた条項を借用人が遵守し、契約終了時点で家主が満足する状態で家屋を返却した場合においてのみ、いかなる利息も減額もなしに、契約終了後14日以内に借用人に返却される。借用人は、家主に対してこの保証金を家主の弁護士が保管するように依頼する権利を有する。

3. The Tenant HEREBY COVENANTS with the Landlord as follows :-

借用人の家主に対する義務

- (a) To pay the deposit and the rent on the day and in the manner aforesaid without any deduction whatsoever;
保証金と家賃は指定された日に、減額なく払う
- (b) To apply for and pay throughout the term, all charges for the supply of water, electricity and gas charged by the Power Supply Ltd or relevant corporations; the telephone line including any fax, charged by Singapore Telecoms and for the TV license fee charged by Singapore Broadcasting Authority, and the subscription fee of Singapore Cable Vision, if subscribed;
電気、水道、ガス、電話、テレビ受信料、ケーブルテレビ受信料などの申請及びその代金の支払い
- (c) To keep the interior of the said premises and all additions thereto including the flooring and interior plaster or other surface material or rendering on walls and ceilings and the furniture, fixtures and fittings therein including doors, windows, all shutters, locks fastening, sanitary water apparatus, electrical installations and the painting, white-washing, colour-washing and decoration thereof in good and tenable repair and condition during the tenancy (fair wear and tear and damage by fire, lightning, explosion, riot, civil commotion or any other cause not arising out of the act or default of the Tenant excepted save where the insurance monies are rendered irrecoverable in consequence of the act or default of the Tenant);
家屋内のインテリア及び付属品（壁、天井、家主の家具、ドア、窓、シャッター、鍵、衛生上の設備など）を清潔で、契約終了後に人に貸せる状態に保つ事。（但し、損失以外の通常の消耗や火災、落雷、爆発等、借用人の

過失によらない行為による損害、破損は除かれる)

- (d) Not to make or permit to be made any alteration in the internal construction or arrangement or in the external or interior appearance or the present scheme of decoration of the said premises without the written consent of the Landlord first had and obtained and if requested by the Landlord, the Tenant shall restore the said premises to its original state and condition at the Tenant's expense;
借用人は、家主の承諾なく家屋の改造、外部や内部の改装や変更を行ってはならない。もし行った場合は、借用人の費用負担にて原形に復帰させる必要がある。
- (e) Not to assign, sublet or part with the possession of the said premises. Provided in case of the Tenant being a limited company, this prohibition shall not apply to occupation of the said premises by a bona fide employee of the Tenant and his immediate family;
借用人は家屋を又貸し、間貸し出来ない。但し、借用人が企業名義の場合、同じ企業の中で居住者の変更は可能。
- (f) To use the said premises as a private residence for the personal occupation of the Tenant (except in the case of a limited company as in the last sub-clause mentioned) and not to do or permit to be done upon the said premises anything which in the opinion of the Landlord may be or may become a nuisance or annoyance to or in any way interfere with the quiet and comfort of the occupants of adjoining building or any other adjoining occupiers or the neighbourhood and not to use the same for any illegal or immoral purposes;
借用人は、この家屋を個人の住居としてのみ使用し、近隣の住民の迷惑となる行為は行わない事。また非合法的な目的での使用も禁じられている。
- (g) Not to keep or permit to be kept on the said premises or any part thereof any materials of dangerous or explosive nature or the keeping of which may contravene any local statute or regulations or by-law or in respect of which an increased rate of insurance is usually or may actually be required or the keeping of which may cause the fire policy in respect thereof to become null and void;
家屋内に危険物、爆発物や保険料の増額要因となる物質を保管してはいけない。
- (h) To permit the Landlord and the Landlord's agents, surveyors and workmen with all necessary appliances to enter upon the said premises at all reasonable times of the day by prior appointment save in the case of actual emergency for the purpose either of viewing the condition thereof or of doing such works and things as may be required for any repairs, alterations or improvements either of the said premises or any parts of any building in which the said premises may be comprised or adjoined;
家屋の修理や状態チェックの為に、前以って連絡した時間に、家主、家主の代理人、工事業者は家屋内に立ち入り出来る。
- (i) Not to do or permit to be done anything whereby the policy or policies of insurance on the said premises against damage or by fire may become void or voidable or whereby the premium thereon may be increased;

火災保険が無効となる行為や保険金を増額しなければならない行為の禁止

- (j) Not to affix paint or otherwise exhibit on the exterior of the said premises or the windows thereof or any part thereof any name-plate, signboard, placard, poster or advertisement or any flag-staff or other things whatsoever save only the name of the Tenant or the occupant employee of the Tenant in some place or places only and not elsewhere and in such manner and position only as shall be approved by the Landlord;
家屋の外にペンキを塗ったり、表札、ポスター、宣伝、旗などを飾る事はできない。
- (k) To take due and proper care for the said premises and the said furniture and keep in clean and in good repair and condition (except fair, wear and tear) and so far as possible forthwith to replace with articles of the same sort and equal value such as may be lost, broken or destroyed and to compensate the Landlord for any articles not replaced as aforesaid and to forthwith repair and make good such articles as may be damaged and not to permit or suffer any articles to be removed from the said premises without the written consent of the Landlord; and to yield up the same at the determination of the tenancy in such good and substantial repair as shall be in accordance with the conditions and stipulations herein contained and with all locks, keys and fastenings complete. The replacement or repairs must be made by the Tenant BEFORE VACATING THE PREMISES;
家屋と家具類は常に大切にそして清潔に使用する事（自然消耗は除く）。もし紛失、破損した場合は、同種類、同価値の物と借用人の負担にて交換、補充する事。
- (l) Not to install additional electrical points or fixtures or fittings without the previous consent in writing of the Landlord;
家主の許可なく余分なコンセントや固定器具等を設置してはならない。
- (m) During the eight (8) weeks immediately preceding the determination of the tenancy to permit persons with written authority from the Landlord's agent and prospective clients at reasonable times of the day by prior appointment to view the said premises for the purpose of letting same;
契約終了の8週間前からは事前アポイントがあれば、家主の代理人及び次期借用候補者に家屋の様子を見せる事。
- (n) The costs of any incidental to the preparation and stamping of this Agreement (in duplicate) shall be borne by the Tenant and paid forthwith;
契約書の印紙代の支払い（2部）
- (o) To pay all penalties or dues imposed by the Management Corporation if such is imposed for failure by the Tenant to observe house rules and for loss or damage of resident passcards, car park disc or other articles or property belonging to the Management Corporation by the Tenant only;
家屋の管理組合の規則を守る事。もし管理組合より借用人の過失により罰金等を請求された場合、その罰金を支払う事。
- (p) To maintain and service at the Tenant's expense the air-conditioners in the said

premises. Any cost of replacement of worn-out parts or due to fair wear and tear shall be borne by the Landlord;

エアコンの定期点検を借用人の負担で行う事。但し、自然消耗に起因する部品の交換は家主負担となる。

- (q) To permit intending purchasers to view the said premises at reasonable times of the day by prior appointment for the purpose of selling the said premises provided the Landlord shall give written notice to the Tenant of the name of the agents so appointed;

借用人は、家主が前以って約束を取りつけた上で、適切な時間に新規家屋購入予定者に家屋内を見せる事に同意しなければならない。

- (r) Throughout the period of the tenancy except for the first one month, any minor repair, including the replacement of the electric bulbs and tubes, not exceeding S\$100.00 per item shall be the responsibility of the Tenant. In case the repair cost exceeds S\$100.00, the Landlord shall be responsible for the total cost, provided such damage is not due to the negligence of the Tenant. For the first month of the tenancy however, the Landlord shall be fully responsible for all repairs except for any damage due to the negligence by the Tenant;

簡単な保全修理で、費用が一件当たり S \$ 1 0 0 以下のものは、借用人が行うこと。(電球の交換等) 但し、借用人の過失でない場合、契約開始後 1 ヶ月は全て家主負担とする。

4. The Landlord HEREBY AGREES with the Tenant as follows :-

家主が借用人に同意する事。

- (a) To pay all present and future property taxes assessments and outgoing (except as aforesaid) which are or may hereinafter be charged or imposed on the said premises including any surcharge payable thereon;

家主は、家屋に課せられる全ての不動産税、その他の必要経費（前述の必要経費は除く）を支払う。

- (b) At all times throughout the term hereby created to keep the said premises insured against loss or damage by fire to the full insurable value thereof and to pay the premium in respect thereof;

家主は、契約期間中は家屋に火災保険を掛け、その保険料を支払う事。

- (c) That the Tenant paying the rent hereby reserved and observing and performing the several covenants, stipulations on the Tenant's part herein contained shall peaceably hold and enjoy the said premises during the tenancy without any interruption by the Landlord or any person rightfully claiming under or in trust for the Landlord;

借用人は、賃貸料を支払っている限り、契約期間中この家屋にて快適な生活を楽しむ権利がある。家主またはその代理人等は借用人の生活を妨げる事は出来ない。

- (d) That the Landlord shall on the written request of the Tenant made not less than TWO (2) months before the expiration of the term hereby created and if there shall not at

the time of such request be any breach or non-observance of any of the covenants on the part of the Tenant herein before contained grant to the Tenant an extension of One (1) YEAR from the expiration of the said term on the same terms and conditions as are herein contained SUBJECT ONLY to a new rent to be agreed between the Landlord and the Tenant, failing which the Landlord shall not be obliged to grant an extension of the term hereby created;

家主は契約終了の60日以前の借用人の書面による契約更新要請に基づき、同条件にて更に1年間契約を延長する事。但しその場合の賃貸料金はお互いの同意により決定される。もし合意されない場合は、家主に契約の延長の義務はない。

5. **PROVIDED ALWAYS AND IT IS HEREBY EXPRESSLY AGREED as follows :-**

家主、借用人両者間での合意事項

- (a) If the rent herein reserved or any part thereof shall at any time be unpaid for seven days (7) after becoming payable (whether formally demanded or not) or conditions or stipulations herein contained on the Tenant's part is not performed or observed or if the Tenant or any other person in whom for the time being the tenancy shall be vested shall become bankrupt or enter into any composition with the Tenant's creditors or suffer any distress or execution to be levied on the Tenant's goods or if the Tenant being a company shall go into liquidation whether voluntary (save for the purpose of amalgamation or construction) or compulsory then and in any of the said cases it shall be lawful for the Landlord at any time thereafter to re-enter upon the said premises or any part thereof in the name of the whole and thereupon this tenancy shall absolutely determine but without prejudice to the right of action of the Landlord in respect of any antecedent breach of this Agreement by the Tenant;
家賃の支払いが支払い期限後7日以内に行われなかった場合（正式な要請の有無に関わらず）、借用人の契約を遵守しない場合、借用人が倒産した場合等は、家主の名の下に、日時を問わず、家屋に再入居出来、契約を打ち切る事が出来る。
- (b) In the event of the rent, hire charge, management fee or service charge remaining unpaid for fourteen (14) days after becoming payable (whether formally demanded or not) it shall be lawful for the Landlord to claim an interest equivalent to the market rate of interest on the amount unpaid calculated as from the date payable;
家賃等の支払いが14日以上遅れた場合、家主は市場レートによる遅滞金利の支払いを請求できる。
- (c) In the event of the said premises or any part thereof at any time during the said term being so damaged or destroyed by fire or otherwise as to render the said premises unfit for use or occupation then (except where such fire or otherwise has been caused by the default or negligence of the Tenant or the Tenant's servants or agents) the rental hereby reserved or a fair and just proportion thereof according to the nature and extent of the damage sustained shall be suspended until the said premises shall again be rendered fit for occupation and use;
契約期間中に、家事等の自然災害による損害（借用人やその使用人の過失や怠慢に起因する災害・損害は除く）を被った場合で、家屋を使用したり

居住するのに支障がある場合は、住居が再度使用可能になるまで、家賃もしくは災害の状況により公正な割合の金額は支払わなくて良い。

- (d) In case the said premises shall be destroyed or damaged as in the last sub-clause mentioned, either party shall be at liberty by giving 30 days' notice in writing to determine the tenancy hereby created and upon such notice being given the term hereby granted shall absolutely cease and determine but without prejudice to any antecedent breach of this Agreement by either party;
家屋が前項の理由にて破損した場合、双方とも30日間の事前告知にてこの契約を解除出来る。
- (e) Notwithstanding anything herein contained, if at any time after the expiration of twelve (12) months from the date of the commencement of this tenancy, the immediate occupant of the said premises, Mr./Mrs. {name} shall be transferred out of the Republic of Singapore permanently by the Tenant, ceased to be employed by the Tenant or if for any case whatsoever be ordered to leave the Republic of Singapore, then and in such case, it shall be lawful for the Tenant to determine this tenancy by giving not less than TWO (2) months' advance notice (this in addition to the TWELVE (12) months aforesaid) in writing to the Landlord or by paying two (2) months' rent in lieu of such notice. Documentary evidence of such transfer, cessation or order shall be required and such notice shall be deemed to have commenced on such date, as the Landlord shall have actually received such evidence;
借用人がシンガポールを離れたり、海外に居住することになった場合は、その事情を説明する証拠書類を添付した上で、2ヶ月間の事前通告又は、2か月分の家賃を支払う事で契約を終了出来る。但し、この条項は契約開始後12ヶ月以降に効力が発揮できる。
- (f) Any notice served under or otherwise in content with this Agreement or the tenancy hereby created shall be sufficiently served on the Tenant if left at the said premises addressed to the Tenant or sent to the Tenant at the said premises by registered post and shall be sufficiently served on the Landlord if delivered to the Landlord personally or sent to the Landlord at the above mentioned address or to the last known address by registered post. A notice sent by registered post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent;
この契約に関する通知・通告は、書留郵便にて行われる事。書留郵便にて送付された通知・告知は、常識の範囲における期間内に配達されたものと解釈される。
- (g) This agreement shall be subject to the laws of the Republic of Singapore;
この契約書はシンガポール共和国の法律が適用される。
- (h) If any dispute or difference shall arise between the Landlord and the Tenant touching any clause matter or thing whatsoever herein contained or on the operation or construction thereof or any matter or thing in anyway connected to this agreement then and in such case the dispute or difference shall be referred to arbitration in accordance with the Arbitration Act (Chapter 16, 1970 Edition) or any Statutory modification, or re-enactment thereof for the time being in force;

家主と借用人の間での論争または意見の相違等が起きた場合、調停法やその修正法案または改正法案に基づき調停される。

IN WITNESS WHEREOF the parties hereto have hereunto set their hands the day and year above written.

立会人のもと、家主と借用人はこの契約書に同意した事と確認する。

Signed by THE LANDLORD }
{name}
IC No. {no}

In the presence of : - }

Signed by THE TENANT }

or the authorized Representative

in the presence of : - }

For and on behalf of the Tenant

Marketing Agent : **Office Network Co., Ltd. Singapore Branch**
298 Tiong Bahru Road #02-02 Central Plaza S(168730)
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