

Q&A for Students to Avoid Tenancy Disputes

In recent years, as the students' admission rate to universities and junior colleges has been raised a lot, and many new departments have been increased continuously, the original premises of universities and junior colleges are not well-prepared to meet the greater accommodation needs of students in campuses, thus making more and more students rent homes outside the campuses. Relatively, there are more and more safety problems and tenancy disputes arisen. Off-campus housing not only creates a big trouble to students, but also becomes a big problem to universities and junior colleges. In fact the situations and problems encountered by students are more or less the same, and they even happen again and again, apparently revealing that renting homes is completely a strange task to students in lack of social experience, and is also an important part easily neglected. But this part would always seriously disturb the studying emotion of students. In order to give students some basic knowledge of the related renting problems, the university especially combines all these problems to form a Q&A list. Through explanation of some real examples, we hope that students can have a deeper understanding of the steps of renting homes.

Holding Deposit and Security Deposit

Regarding the problems of security deposit and holding deposit, here is a situation most frequently happened to students: the landlord refuses to lease his/her room to a student even though the student has paid the holding deposit. In order to prevent this problem, from happening please read the following carefully.

(1) What is the difference between holding deposit and security deposit?

Holding Deposit

- It represents a promise between a lessor and a tenant before signing of a tenancy agreement. Normally, when a student intends to rent a room after seeing it, and the landlord is also willing to lease it to the student, then the student has to pay to the landlord beforehand a certain amount of money to serve as a promise for both parties to sign a tenancy agreement in future. According to [Article 248 of the Civil Code](#), "When one of the parties to a contract receives earnest money from the other, the contract is presumed to be constituted."

Security Deposit

- Legally speaking, it is officially called "security rent," and usually also commonly called guarantee deposit, tenancy deposit ... etc. which is collected for the purposes of securing the rent payment from tenant, tenant's compensation for any damage made at the room, and prompt return of the room by the tenant upon expiration of tenancy agreement.

Rent

- It is a sum of money to be regularly paid by a tenant to a landlord until expiration of tenancy agreement. Normally, rent is paid monthly, quarterly or on semester basis.

(2) What is the reasonable amount of holding deposit and security deposit?

Holding Deposit

- There is no upper limit and lower limit set for holding deposit. Normally, the landlord set an amount of money for the future tenant to pay. Some landlords may ask for a holding deposit up to tens of thousands dollars, or a small amount of NT\$500 or NT\$1,000. In fact, in terms of the acts of renting from a landlord and leasing to a tenant, the payment and receipt of holding deposit, regardless of the amount, represent a kind of promise. The amount of holding deposit should be determined by the high or low willingness of the parties to rent and lease the room respectively. Please note that if one of the parties regrets to rent or lease the room, then in accordance with [Article 249 of the Civil Code](#), the other party being imputed, no matter the landlord or the tenant, shall return double amounts of the holding deposit.

Security Deposit

- In some occasions some landlords collect a security deposit amounting to three month's rent, or even higher. However, in accordance with [Article 99 of Land Act](#), the holding deposit shall not exceed the total amount of two months' house rental (i.e. an amount equivalent to two months' rent). If the holding deposit already paid exceeds the above limit, the tenant shall have the right to use the excess deposit to counterbalance the rent. But in real practice, when a tenant is about to exercise his/her right of counterbalancing the rent, the landlord should be informed beforehand, and appropriate communication with the landlord should be made in order to create no dispute.

(3) What things a student should pay attention to during payment of holding deposit?

- Unless otherwise specified, the holding deposit paid by the tenant should be returned or serve as a part of the rent or security deposit while fulfilling the tenancy agreement. Therefore, after paying the holding deposit, do remember to ask the landlord to sign on a receipt (link to template of Receipt of Holding Deposit), which should be clearly indicated with the amount of holding deposit, names and ID Card Nos. of the payer and payee of holding deposit, deadline for keeping of the holding deposit, and compensation way in case of violation of the promise. By doing so, we can prevent the landlord from refusing to lease the room to student, and also prevent the student from receiving no compensation from the landlord in future.

(4) If one of the parties changes his/her mind and does not sign the tenancy agreement after holding deposit is paid, can the student take back the holding deposit or ask for compensation?

- In accordance with [Article 249 of the Civil Code](#):

“If the contract cannot be performed owing to a circumstance to which the party who gave the earnest money is imputed, such party shall not claim for the return of the earnest money; ...”

It implies that when the future tenant (the payer of holding deposit) breaks his/her promise to rent the room from the landlord, the student shall not claim for refunding of the holding deposit.

“If the contract cannot be performed owing to a circumstance to which the party who received the earnest money is imputed, such party shall return double amounts of earnest money; ...”

It implies that when the landlord (the payee of holding deposit) breaks his/her promise to lease the room to the future tenant, the student may ask the landlord to refund double amounts of the holding deposit.

Signing of Tenancy Agreement

All students are reminded to read carefully the contents of tenancy agreement before signing. You must bear in mind a concept that laws are formulated to protect those who know how to safeguard their rights and interests. Therefore, striving for the so-called “reasonable rights and interests” afterwards may probably be too late.

(1) Do the tenancy agreements in different versions possess the same effectiveness?

- Generally speaking, a tenancy agreement may have stationary store's version, Tsuei Ma-Ma's version, different universities' and junior colleges' versions, the version of the Ministry of the Interior, or the landlord's self-written version. No matter the tenancy agreement belongs to which version, once the parties agree to the contents of the agreement and raise no objection to them, and have signed and affixed their personal seals on the agreement, this tenancy agreement shall have legal effects and the parties have to comply with and fulfill the terms and conditions of the agreement.

(2) How could I choose an appropriate tenancy agreement?

- Actually, any agreement in no violation of public order and good moral, containing the items

compulsorily required in accordance with the laws and agreed by the parties may become an agreement. Which version of tenancy agreement is the best? In fact it depends on personal needs of different persons. For example, if the rental home is newer, has many additional equipments and demands a higher rent, you may consider using a tenancy agreement with more details, such as the version of the Ministry of the Interior. But if the rental home, on the contrary, is for general residence, you may choose an agreement with less articles. On the one hand, it is simple and easy to understand; on the other, it has greater room for negotiation, such as Tsuei Ma-Ma's version. In addition, any details not specified on the agreement shall be in accordance with the stipulations of "Civil Code" according to the legal handling procedures. Generally speaking, the stipulations of "Civil Code" consider the situations of the parties, take fairness into consideration, and protect tenants as well.

(3) If an agreement is signed by a student being a minor, can it be effective? Is a third party needed to be the guarantor?

■ In accordance with Article 12 of the Civil Code, a person reaching the twentieth year of age is considered as an adult.

Therefore, a minor not reaching the twentieth year of age should obtain consent from his/her parent, legal agent or guardian while signing an agreement, and should ask his/her parent, legal agent or guardian to be the joint guarantor. This way would give the landlord greater ease to lease room to a student being a minor. But if there are sufficient facts to reveal that such renting relates to the necessities of life of the minor (e.g. a student studying at school), then **in accordance with Article 77 of the Civil Code, even if no consent is obtained from the minor's parent, legal agent or guardian, the tenancy agreement is still effective.**

(4) When renting a room, must a tenancy agreement be signed?

■ Most of the agreements can be established merely by verbal promises, and may not need to be fixed in written agreements. However, there is one thing we have to know that **in accordance with Article 422 of the Civil Code, "A lease of real property for a period exceeding one year shall be executed in writing. If it is not so executed in writing, it is deemed to have been made for an indefinite period."** Actually, some unexpected problems (e.g. advanced termination of agreement, repairs ... etc.) may happen during the tenancy period. If there is not a written agreement signed, great controversies may always occur over the parties' understanding of their rights and obligations. And it is not so easy to give proofs. Therefore, the rights and obligations of the parties should be clearly written in black and white in order to prevent the parties from talking past each other without evidence in case of disputes, in which the outsiders always find it difficult to know the truth.

(5) If only one copy of the tenancy agreement is signed with the landlord and kept by the landlord, what effects would it bring to us?

■ Each of the parties should hold an original copy of the signed tenancy agreement. If the tenant does not hold a copy, then in case of disputes, **the tenant can neither review the articles of the tenancy agreement, nor negotiate with the landlord correctly according to the contents of the signed agreement. To tenants, a sense of insecurity will be caused.**

Besides, when a tenancy agreement is signed, any increase or deletion of articles therein should be affixed with the personal seals of both parties. If the originally signed agreement does not specify the above restriction, there is a worry that the landlord would change the contents of the agreement without prior consent from the tenant, and would create loss to the rights and interests of the tenant.

Sometimes, the landlord also worries that the tenant might take the tenancy agreement to declare rental income tax. If this case happens, the landlord might actively "confiscate" one of the copies of the agreement, and make the tenant unable to take the tenancy agreement to declare rental income tax. Or, the landlord might privately raise the rent in the later days, or terminate the tenancy

agreement and evict the tenant without prior consent from the tenant. Anyway, the tenant should avoid keeping no copy of the tenancy agreement, lest dispute should occur in the later days.

(6) *How can I confirm that the party signing the tenancy agreement really has the right to lease the house?*

- Upon signing of tenancy agreement, verification of the identity of the landlord can be carried out by verifying these documents: ID Card of the house owner, Certificate of Ownership of the house, or housing tax demand note. But students always encounter the circumstances that a husband deals with the lease on behalf of his wife; a daughter deals with the lease on behalf of her father; or someone is authorized to deal with the lease on behalf of a friend. But it does not mean that these persons cannot sign tenancy agreement with you. When you find that the person signing the agreement is not the owner of the house, you not only have to clarify the relationship between the agreement signer and the owner of the house, but also have to confirm if the owner of the house is aware of the lease. You **can also request the landlord to ask the real owner of the house to come to sign the tenancy agreement, or request the landlord produce a letter of authorization in order to avoid deceptive lease.**

Of course **you may also write down the address of the leased house, and apply for a Land or Building Registration Transcript from the local land administration department. Then you may confirm the owner of the house, and check if the house for lease has been seized by the court** (including the time of seizure, the court taking up the case and the case No.) and if there is record of mortgage creation. In this way, you may rent the house with ease.

(7) *Before I sign a tenancy agreement, if the landlord wants to keep a photocopy of my ID Card, can I reject this request? If the landlord really keeps it, will there be unfavorable consequences created to me?*

- The reason for the landlord's request of keeping a photocopy of your ID Card is perhaps out of the worry that the landlord may not be able to find the tenant and has no related evidence in case of any sudden circumstances happened to the house during the tenancy period. The landlord may have such request from the tenant, and similarly, the tenant may also have the same request from the landlord. Of course you may worry about having your ID Card details kept in the hands of a stranger, who might use your identity to do other things. **If you do have such worry, you may write down the words, "for lease only" on the photocopy of your ID Card.**

(8) *What should we pay attention to when signing an agreement with a sublessor?*

- When renting a room from a sublessor, you have to ask the sublessor to produce the tenancy agreement signed between the sublessor and the owner of the house. You also have to check if that tenancy agreement is expired because of the worry that the sublessor may move out of the house after your rash payment of security deposit. If that case happens, you will not be able to take back the security deposit. Besides, **you should also check if that tenancy agreement clearly states that the tenancy of the house should not be separated or transferred. If there is such statement, the sublessor shall have no right to lease the house to any third party.**

Since the rights and interests of you, as a subtenant, involves the sublessor only, if the owner of the house requests the subtenant to move out or pay security deposit and rent according to the tenancy agreement signed between him/her and the sublessor, disputes will be easily created. Therefore, if you want to sub-rent one of the rooms of the house, you are suggested to sign tenancy agreement with the owner of the house directly in order to avoid this kind of disputes. (Of course, the tenancy agreement signed between the owner of the house and the sublessor has some contents, such as leased area and rent, to be clarified in another new agreement, or revised and adjusted in the original agreement.)

Repairs

The repair problem has always been the top problem of student tenants. Therefore, students are advised to specify clearly the details of repairs on the tenancy agreement beforehand lest you should waste a lot of time and effort on communication with the landlord afterwards, or furthermore, spoil the tenancy relationship eventually.

(1) *Who is responsible for repairs?*

- **In accordance with Article 429 of the Civil Code, “Unless otherwise provided by the contract or customs, the lessor shall make all repairs to the thing leased.”**

In other words, in principle, the landlord is obliged to repair the leased house whenever having damage. But of course the parties may also additionally assign which party to be responsible for repairs, or even clearly specify that the landlord shall be responsible for which kind of damage of the house, and the tenant shall be responsible for which kind of damage. By doing so, the trouble of endless quarrels over the repair problem between the parties shall be avoided in the later days.

(2) *If the provided equipments worked normally when I moved in, but could not work not long after that, who is responsible for repairs?*

- (Referring to [Article 429 of the Civil Code](#)) In principle, if the leased house is damaged or even worn out after the tenant’s normal use for some time, such as leaking roof, blocked pipe, corroded lamp base, etc., the landlord is obliged to repair them for the tenant to use in the house.

In accordance with the Civil Code, the scope of repairs covers all repairs to the thing leased. From the hardware structure of the house to the change of light bulb, the landlord is responsible for all repairs. But if the landlord even has to replace the trivial daily-use or consumptive equipment, such as light bulb, in person, certain effects might be created to the maintenance of tenancy relationship. Therefore, if an equipment suddenly does not work, the tenant should firstly evaluate why it does not work. Is it caused by your improper operation? Is it a damage of a small part, and can it be repaired yourself? Is the damage of the equipment caused by its being old? After the reason has been found out, and the responsibility has been clarified, you may communicate with the landlord. Then a consensus between the parties can be obtained more easily, and the problem shall be resolved soon.

After all, in order to **avoid creation of disputes over the responsibility of repairs, the parties are suggested to specify on the tenancy agreement the current condition of equipment and the responsibility of repairs for each equipment.** Then the disputes of repairs shall be decreased.

(3) *I found a leakage problem in the bathroom several months ago. At that time I thought it a small problem. Unexpectedly, the leakage problem has become more and more serious recently. The landlord was informed to make repairs, but in turn asked me to pay half of the repair fee. Is it reasonable?*

- **Of course the landlord is responsible for all repairs to the thing leased. But the tenant is also responsible for safekeeping the thing leased.** A tenant, upon renting of a house, is obliged to act as a good manager of the thing leased. It implies that the tenant not only has to maintain normal use of the house (do not deliberately destroy or damage the house, or change the structure of the house ...), but is also obliged to inform the landlord of any damage of the house.

If the tenant finds it necessary for the rented house to be repaired, the tenant should inform the landlord as soon as possible, and may fix a reasonable deadline (e.g. in one week, in half month, but please don’t use the uncertain phrases like “as soon as possible” or “in the near future”) for the landlord to make repairs. Do not delay notifying the landlord until the area for repairs becomes expanded; otherwise, the tenant may contrarily have to compensate for the loss of the landlord arisen

thereby. (Please refer to [Article 430 – Article 432 of the Civil Code.](#))

(4) If the landlord was informed of the need of repairs for equipment, but has been delaying the repairs, what should be done?

- **Article 430 of the Civil Code, “If, for the duration of the lease, the thing leased is necessary for repairing incumbent on the lessor, the lessee may fix a reasonable deadline and notify the lessor to make such repairs. If the lessor fails to make such repairs before the deadline, the lessee may terminate the contract or make the repairs himself, and demand the lessor to return for any expenses incurred therefrom or deduct the said expenses from the rental.”**

Normally, if an equipment needs to be repaired, you may firstly verbally ask the landlord to repair it. But if the landlord rejects or delays the repairs, you may send a legal attestation letter to the landlord for the repairs (link to template of legal attestation letter). If the landlord still ignores the request after the deadline, you may terminate the agreement or make the repairs yourself in accordance with Article 430 of the Civil Code. But if the landlord agrees to let you arrange the repairs, you are suggested that you ask workers to make assessment first, and then tell the landlord the repair fee, avoiding establishment of a distance over the cognition of repair fee, or creation of a dispute if the landlord refuses to pay the repair charge. After completion of the repair, all the documents of evidences should be prepared and delivered to the landlord for reimbursement and deduction from the rent.

Suggestion: Repair problem has always been the most frequently encountered problem to students. Please be reminded that the responsibilities of repairs should be clarified and clearly stated on the tenancy agreement before signing. If there is a problem created, try your best to communicate and negotiate with the landlord. Do not hurl an insult at the landlord to break the relationship of the parties and affect the interaction with each other.

(5) How can the parties’ responsibilities of repairs be specified on the tenancy agreement?

- Repairs can be generally divided into several parts —
 1. The part of hardware structure of the house, such as partitions, walls, columns ... etc.
 2. The part of furnitures and fixtures, such as sofa, desk, chair, television, refrigerator ... etc.
 3. Consumptive equipments, such as light bulbs, fluorescent lamps, rubber washers inside faucets ... etc.

For repairs, it is most ideal to list out which party shall be responsible for repairs of which equipments and which parts. If necessary, take pictures and let them be the attachments of the tenancy agreement.

Privacy

If a landlord ignores the existence of the tenant, and walks in and out of the student’s rental home without the student’s consent, it will be a great trouble to the student. Students are suggested to have some knowledge of the related laws. Then they may try to communicate with the landlord with reasons. Then this problem can be resolved smoothly.

(1) The tenancy agreement is going to the expired, but I have no intention to extend the agreement. Recently, the landlord continuously brings in people to see my room. Is this all right?

- In accordance with [Article 421 of the Civil Code](#), “A lease is a contract whereby the parties agree that one of them shall let the other party use a thing or collect profits therefrom and the latter shall pay a rental for it.” In other words, when a landlord has leased a house to a tenant, it means that the leased area has been delivered to the tenant for use according to the stipulations of the tenancy

agreement, and the landlord shall not take the excuse of his/her being “the owner of the house” to request the tenant to open the door of the room unconditionally and let the landlord walk in and out of the room freely. The parties are suggested to respect each other. The landlord should contact and communicate with the tenant beforehand. With prior consent obtained from the tenant, and at an agreed time with the presence of the tenant, the landlord may enter the student’s rental home. Then disputes can be avoided.

(2) *Can the tenant change the lock? But if the lock is changed, and the landlord expresses a wish to keep a copy of the key for safety sake, and for entering the house in case of sudden situation or unexpected need, can the tenant reject this request?*

- After a tenant has rented a house, unless otherwise specified by the parties on the agreement, the lock can be changed by the tenant. But sometimes the landlord worries that the tenant (especially when the tenant is a student) forgets to turn off the tap, power switch, gas stove, or has any sudden situation; then the landlord would like to enter the house to have a look. This is why the landlord requests for keeping a spare key. Of course **a tenant has the right to reject the landlord’s request of keeping a spare key.** But you are still suggested to provide a spare key to the landlord, letting the landlord feel at ease to have you maintain his/her house and treat it like your own house. When the landlord has less worries and fear, the landlord shall not request to have a look at the house again and again.

Anyway, when the tenancy agreement is expired, and the house is going to be returned to the landlord, do remember to make the door resume its original lock.

Termination and Signing of Tenancy Agreement

Advanced termination of tenancy agreement is also one of the 5 major problems to student tenants. Anyway, please be reminded again to read carefully the detailed contents of the agreement beforehand because this is the only way to prevent disputes.

(1) *Some classmates and I co-rented a house together. Although this semester has not ended yet, one of these classmates did not want to co-rent the house with us and moved out alone. But the landlord asks the rest of these classmates to be liable for the rental payment of the classmate moved out. Is this reasonable?*

- Right now you have to check how the tenancy agreement was signed originally. Was one of the classmates appointed as a representative to sign the agreement with the landlord? Or, did each classmate sign an independent tenancy agreement with the landlord?

If the students appoint a representative to sign the agreement, the above case should be clearly specified on the agreement. Under this condition, the landlord is not required to communicate with all the co-renters, but only the person signing the agreement (the “lessee” of the tenancy agreement). If the agreement was signed this way, the landlord shall collect the full amount of rent, and the above request of the landlord is not illegal at all.

Therefore, here is a suggestion to student tenants: **If a house is co-rented by several students together, please don’t save the troublesome steps. Each of the co-renters should sign a separate tenancy agreement with the landlord because this is a better way to protect each of the students.** Usually, the landlord thinks it troublesome to sign separate agreements as writing so many words on different agreements is really quite tiring. Then you can use a flexible way by indicating on a single tenancy agreement the name, rented area and rent of each of the lessees. If the area rented by each of the lessees is clearly specified, even though one of the lessees terminates the agreement in advance and moves out, the landlord shall have no right to request the rest of the tenants to pay the rent of the house in full amount, and no burden shall be created to you.

(2) Under what circumstances shall the tenant terminate the tenancy agreement in advance?

■ The tenant may terminate the tenancy agreement in advance only:

1. when the defect of a leased place intended for habitation is such as to endanger the health or safety of the lessee or of the persons living with him. (Article 424 of the Civil Code)
2. when the lessor is obliged to make repairs, but does not carry out the repairs even after being reminded for several times.
3. when the thing leased is partially destroyed, and the lessee cannot, with the remaining part, accomplish the purpose of the lease. (Article 435 of the Civil Code)

(3) If I want to move out of the rental home before expiration of the tenancy agreement, but the landlord takes away the full amount of my security deposit, is it reasonable?

■ Moving out of the rental home before expiration of the tenancy agreement is an act of breach of agreement. If the tenancy agreement has any articles about compensation for advanced termination of the tenancy agreement, you have to proceed with the compensation according to the articles therein. However, **in some of the tenancy agreements sold in stationary stores, there is not only an article about confiscation of the full amount of security deposit by the landlord, but also an article about a high compensation of 5 times of the rent to the landlord. Therefore, the tenant has to read the contents of the tenancy agreement very carefully before signing.**

(4) Then when I am going to sign a tenancy agreement with an article about compensation for advanced termination of tenancy agreement, what is the reasonable amount of such compensation?

■ It is suggested that the parties agree to take one month's rent as the compensation for advanced termination of tenancy agreement as this is likely a more reasonable amount.

(5) When I want to move out upon expiration of tenancy agreement, the landlord refuses to return the security deposit to me for the reason that the landlord has to wait until the bills of electricity and water charges are received. Is this reasonable?

■ **Upon expiration of tenancy agreement, many expenses cannot be immediately clarified, such as water and electricity charges, natural gas charge, telephone charge, or even the compensation for any damage created during the tenancy period. Therefore, it is reasonable for the landlord to request for withholding a portion of the security deposit to pay the above charges in future.** However, it is suggested that the parties should try to estimate a reasonable amount for future payment of these charges, and the landlord may firstly return the balance of the security deposit to the tenant. By the time the landlord receives all those bills, the parties shall make a clear settlement of the security deposit together, avoiding the happening of disputes.

(6) If the landlord wants to sell the house and asks us to move out immediately, can we keep staying in the house?

■ In accordance with Article 425 of the Civil Code, "A lease continues to exist to the transferee notwithstanding the lessor transfers the ownership of the thing leased to a third party after the lessor delivered the thing leased and the lessee has possessed such thing. The provisions of preceding paragraph shall not apply to a lease of real property without notarizing, the period exceeding five years or an indefinite period." **This is just like the saying, "Purchase or sale does not break a lease." It refers that a lease continues to exist to the new owner of the house, and the tenant may still use the house until expiration of the tenancy agreement.** In fact the original landlord asks you to move out first because the landlord hopes to give the house a pure environment so as to sell out the house more smoothly. Therefore, if you do not want to move out, you can hold out the Civil Code's regulation about "purchase or sale not breaking a lease." Meanwhile, please also be reminded that **if the landlord still sells out the house, please confirm if your security deposit has**

been transferred smoothly to the new owner of the house, and tell the new owner of the house of the existence of the tenancy agreement so as to state clearly the rights and obligations of the parties.

If you are willing to meet the landlord's request to move out of the house, please check if the tenancy agreement has a penalty clause about advanced termination of agreement, or negotiate with the landlord over the related affairs of your moving out.

(7) If the landlord did not sign any tenancy agreement with me, but leased the house to me merely by verbal agreement, and now is going to sell the house, can I hold out the regulation about “purchase or sale not breaking a lease”?

- In accordance with [Article 425 of the Civil Code](#), “A lease continues to exist to the transferee notwithstanding the lessor transfers the ownership of the thing leased to a third party after the lessor delivered the thing leased and the lessee has possessed such thing. The provisions of preceding paragraph shall not apply to a lease of real property without notarizing, the period exceeding five years or an indefinite period.”

First of all, let us interpret the term of irregular lease as follows:

A so-called “irregular lease” has three different conditions:

1. The lease of real property for a period exceeding one year is not executed in writing. ([Article 422 of the Civil Code](#))
2. The tenancy agreement is deemed to have been signed at the beginning for an indefinite period.
3. Upon expiration of the tenancy period, the lessee still collects profits from the thing leased, and the lessor does not raise any objection.

Water, Electricity and Natural Gas Charges

Are you clear about the charges paid by you, and do you think these charges reasonable? If you know nothing about this, why don't you try to understand how to calculate the amounts, and clarify your rights and obligations beforehand?

(1) Basic calculation concept of water, electricity and natural gas charges.

1 degree of water = 1 metric ton = 1000 kilograms = 1000 liters = 1 cubic meter = about NT\$23

1 degree of electricity = 1 kilowatt/hour (calculation: http://www.taipower.com.tw/home_3_6.htm)

Calculation of natural gas charge: http://www.taipeigas.com.tw/service/service_09.htm

(2) By the time the tenancy agreement was signed, I was not aware of the payment of management fee and cleaning fee. But now the janitor comes to collect these fees from me. Who should pay these fees, I or the landlord?

- You should negotiate with the landlord over this part. In fact the landlord (a condominium co-owner) is obliged to pay these fees in accordance with the Apartment Building Regulations and the Community Regulations. Therefore, before signing the tenancy agreement, if the rental home is in an apartment of a building with management fee to be paid, you are suggested to clarify such payment with the landlord, and then state clearly the related details on the tenancy agreement.

(3) The previous tenant did not pay management fee for several months. Recently, the janitor keeps asking me to clear the payment of the management fees owed. Do I have to pay?

- The landlord is obliged to pay the management fee owed by the previous tenant. (If the agreement between the landlord and the previous tenant stated that the previous tenant was obliged to pay the management fee, the landlord should still clear the payment first, and then ask for compensation from the previous tenant.) New tenants are not obliged to pay any management fee owed by the

previous tenant.

Packing Tips for Moving House

After you have moved to a new house, you always cannot find out the things you want, creating a lot of inconveniences to you. Therefore, if you know some packing tips, your moving to a new house will not affect your daily life.

Packing Tips

1. Now start collecting cartons.
2. Pack heavier items on the bottom, and lighter items on the top. Make sure all cartons are sealed tightly on the tops, and also on the bottoms, especially those cartons with heavier items. (You are suggested to use wide transparent tape for sealing cartons as its adhesiveness is stronger.)
3. If there are gaps between items inside cartons, use newspaper or polyfoam to fill the gaps and fix the items.
4. The weight of each packed carton should be available for moving by a person. Do not use very large carton as it is not easy to be moved.
5. The cartons packed with fragile or heavy items should be marked with these words: “Fragile! Be careful!” “Heavy Items! This End Up (↑)”
6. Make a list of the packed items for easier search and rearrangement.
7. If you move in a rainy season, please request a person with an SUV to carry your cartons and prevent them from being wet, or spread a waterproof cover on the packed cartons.

Packing Principles

1. Small and loose items should be boxed or bagged and sealed securely to prevent them from falling apart everywhere while being moved.
2. Pack the daily use articles together, such as stationery or toiletries ... etc., and label or mark the carton for easier search.
3. Other items, such as clothes, books ... etc. can be classified and packed according to their frequency of use and degree of importance.
4. Pack the cleaning articles, such as cleaning rags, detergents ... etc. separately so that you can easily start cleaning up the new house upon arrival.
5. Dismantling, packing and marking: Several days before moving, dismantle different objects, classify them well and tie them up. Meanwhile, use a felt pen to mark down on each carton the contents inside. Also write down a number on each carton. Then while moving or after moving, you can immediately know whether there are cartons left out. (The table below is for your reference.)

Carton No.

Items	Quantity	Remarks		
Original address		Location of the new house		
		Floor	Space	Furniture No.
F /	/			

Packing Ways

1. Pack seasonal articles (such as comforter, sweaters) first.
2. The dismantled parts and accessories should be packed well; otherwise the assembling in the later days will become hard.
3. Wrap lamps by buffering materials before packing them in a carton, on which this word "Fragile!" should be marked.
4. Carry with you your valuable belongings, or put them at your friend's or relative's home before moving.
5. Wardrobes and drawers of desks should be emptied. Lock them up (store the keys well) or use adhesive tape to fix the doors and drawers.
6. Before moving, tell the moving workers what items are damaged and malfunctioned.