**Regular Rental Housing Contract-Standard Type**

**Heading**

(1) Purpose of lease

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Name, address, etc. of the building | Name | |  | | | | | | | |
| Address | |  | | | | | | | |
| Type of building | | |  | | --- | | Apartment | | Terraced apartment | | Detached house | | Other | | | Structure | Wooden-built | | | | Date of completion |
| Non-wooden built ( ) | | | | |  | | --- | | year | | Major remodeling in | | ( ) | |
| -stories | | | |
| Number of units | units | | | |
| Property | Apartment number | | |  | Floor layout | | | ( ) LDK･DK･K/One room/ | | |
| Area | | | m2 (Balcony: m2 [not included at left]) | | | | | | |
| Facilities | Toilet | | | | | Exclusive (flush･non-flush)/Shared (flush･non-flush) | | | |
| Bath  Shower  Bath sink  Space for washing machine  Water heater  Gas stove/electric stove/IH stove  Air conditioning/heating  Lighting fixtures included  Automatic lock  Terrestrial digital TV/CATV  Internet  Mailbox  Parcel delivery box  Key | | | | | Y/N  Y/N  Y/N  Y/N  Y/N  Y/N  Y/N  Y/N  Y/N  Y/N  Y/N  Y/N  Y/N  Y/N  Y/N  Y/N | | (Key No. / copies) | |
| Electricity capacity  Gas  Water  Sewerage | | | ( ) A  Yes (city gas･propane gas)･No  Directly connected to water mains･Tank･Well  Yes (public sewerage･septic tank)･No | | | | | |
| Facilities included | | | | Parking  Motorcycle parking  Bicycle parking  Storage  Private garden | Y/N  Y/N  Y/N  Y/N  Y/N  Y/N  Y/N | | | units (space No.: )  units (space No.: )  units (space No.: ) | | |

(2) Contract period

|  |  |  |
| --- | --- | --- |
| Strat 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 current/following month’s rent | | | Bank transfer, direct debit,  or  in person | Bank name:  Type of account: Futsu (ordinary)  Toza (current)  Account No.: Account name:  Transfer fees borne by: landlord/tenant |
| Common service fee | yen | | Day \_\_\_ of every month for the current/following month’s fee | | |
| Where to pay: |
| Security deposit | yen;  equivalent to months’ rent | | | Other lump-sum payment |  | | |
| Fee for use of attached facilities | |  | | | | | |
| Other | |  | | | | | |

(4) Landlord and management

|  |  |
| --- | --- |
| Landlord  (Company name/  representative) | Address: Zip-code:  Name: Tel: |
| Manager  (Company name/  representative) | Address: Zip-code:  Name: Tel:  Rental housing manager registration No.: Minister of Land, Infrastructure, Transport and Tourism ( ) No. |

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

|  |  |
| --- | --- |
| Owner of the building | Address: Zip-code:  Name: Tel: |

(5) Tenant and co-occupants

|  |  |  |  |
| --- | --- | --- | --- |
|  | Tenant | | Co-occupants |
| Name | |  | | --- | | Name: | | Age: years | | Tel: | | | |  |  |  | | --- | --- | --- | | Name: |  | Age: years | | Name: |  | Age: years | | Name: |  | Age: years |   Total: persons |
| Contact in case of emergency | | Address: Zip-code:  Name:  Tel:  Relationship to tenant: | |

(6) Guarantee provided by rental liability guarantee firm

|  |  |
| --- | --- |
| Guarantee provided by rental liability guarantee firm | Address: Zip-code:  Company name: Tel.:  Rental liability guarantee firm reg. No.: Minister of Land, Infrastructure, Transport and Tourism ( ) No. |

**Article 1. Contract formation**

The lessor (hereafter called the “Landlord”) and the renter (hereafter called the “Tenant”) have formed the rental housing agreement (hereafter called the “Contract”) for the lease (hereafter called the “Property”) specified in (1) above.

**Article 2. Contract period and renewal**

1. The period of the Contract is specified in (2) above.
2. The Landlord and the Tenant can renew the Contract by mutual agreement.

**Article 3. Purpose of use**

The Tenant must use the Property only as a residence.

**Article 4. Rent**

1. The Tenant must pay rent to the Landlord in accordance with (3) above.
2. The rent for a period less than one month is prorated 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.
4. The rent becomes unreasonable due to an increase/decrease of taxes and other charges/on the land or building;
5. Increase/decrease of the land or building prices or other fluctuations in economic conditions; and
6. When the rent is inappropriate compared with the rent of similar buildings in the vicinity.

**Article 5. Common service fee**

1. 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 prorated 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.

**Article 6. Security Deposit**

1. The Tenant shall pay a security deposit specified in (3) above to the Landlord to cover any liabilities arising from the Contract.
2. The Landlord may use the security deposit to pay any unpaid liabilities of the Tenant arising under the Contract. The Tenant may not demand to use the security deposit to offset any such liabilities before moving out.
3. The Landlord must refund promptly the whole amount of the security deposit when the Tenant vacates the Property. However, if there are any unpaid rent or repair costs incurred to return the property to its original condition as stipulated in Article 15, or if there are any other defaults of liabilities under the Contract, the Landlord can repay the amount of such liabilities by deducting it from the security deposit.
4. In the above case, the Landlord must present a breakdown of the amount of liabilities deducted from the deposit.

**Article 7. Exclusion of antisocial forces**

1. The Landlord and the Tenant hereby pledge each of the following to each other.
2. That they themselves do not qualify as organized crime, companies related to organized crime, *sokaiya* racketeers, or similar parties, or members thereof (referred to collectively hereinafter as “antisocial forces”).
3. That their officers (this refers to employees executing business operations, directors, executive officers, and similar parties) do not qualify as antisocial forces.
4. That they are not allowing antisocial forces to use their name to conclude this Contract.
5. That they will not engage in any of the following acts, either themselves or through use of a third party:
6. Acts of threatening speech or behavior or violence toward the other party
7. Acts of impeding the other’s business or damaging its trust through use of fraud or intimidation
8. The Tenant may not transfer the right of lease, nor sublease the Property in whole or in part to antisocial forces, regardless of whether or not the Landlord has consented thereto.

**Article 8. Prohibited or restricted acts**

1. The Tenant shall not transfer the right of lease, nor sublease the Property in whole or a part without the Landlord’s written consent.
2. The Tenant shall not 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 shall not do anything listed in Table 1.
4. When using the Property, the Tenant shall not do anything listed in Table 2 without the Landlord’s written consent.
5. When using the Property, the Tenant shall notify the Landlord before doing anything listed in Table 3.

**Article 9. Repairs during the term of the Contract**

1. The Landlord is responsible for repairs necessary for the Tenant to use the Property. The Tenant must pay the cost of such repairs as caused by the Tenant, while the Landlord must pay the cost of other such repairs.
2. The Landlord shall inform the Tenant before doing any repairs. The Tenant cannot refuse permission to carry out such repairs without good reason.
3. The Tenant shall notify the Landlord of any necessary repairs it has identified in the Property and consult with the Landlord on the necessity of such repairs.
4. The Tenant may carry out repairs covered by a notice as described in the preceding paragraph if the Landlord has failed to conduct such repairs without good reason despite the fact that the necessity of such repairs is recognized. The costs of such repairs shall be handled as described in Paragraph 1.
5. In addition to demanding repairs from the Landlord as described in Paragraph 1, the Tenant can carry out repairs listed in Table 4 itself. When the Tenant carries out repairs itself, it shall bear the costs of such repairs and shall not need to notify or obtain the consent of the Landlord.

**Article 10. Cancellation of the Contract**

1. If the Tenant fails to pay the following and, in spite of the Landlord’s due notice, does not fulfill Tenant’s obligations within a certain period, the Landlord can cancel the Contract.
2. Rent as specified in Article 4, Paragraph 1;
3. Common service fees as specified in Article 5, Paragraph 2; and
4. Expenses for which the Tenant is liable as specified in Article 9, Paragraph 1.
5. If the Tenant does not adhere to any of the following rules, the Landlord presses the Tenant to perform its obligations within a reasonable period of time and the Tenant fails to do so within that period of time, and the Landlord therefore is unable to continue the Contract, then the Landlord can cancel the Contract.
6. To use the Property only as a residence as stated in Article 3;
7. Rules specified in Article 8 (not including those specified in Paragraph 3 of that Article related to the acts described under items 6-8 of Table 1)
8. Other rules for the Tenant to observe as specified in the Contract.
9. If either the Landlord or the Tenant meets any of the descriptions below, then the other party may cancel the Contract without prior notice.
10. When it is clear that the party has violated the pledges under the subparagraphs of Article 7, Paragraph 1
11. When it or its directors qualify as antisocial forces after conclusion of the Contract
12. If either the Tenant has violated any of the rules under Article 7, Paragraph 2 or has committed any of the acts listed under items 6-8 of Table 1, then the Tenant may cancel the Contract without prior notice.

**Article 11. Cancellation by the Tenant**

1. 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’ worth of rent after notifying the Landlord of the cancellation of the Contract.

**Article 12. Reduction of rent due to partial loss of the Property etc.**

1. If a part of the Property has become unusable due to loss or other reason for which the Tenant was not responsible, then the Rent shall be reduced in amount in accordance with the percentage of the Property that has become unusable. In such a case, the Landlord and the Tenant shall discuss necessary matters such as the extent and period of the rent reduction.
2. The Tenant may cancel the Contract if a part of the Property has become unusable due to loss or other reason and the remaining portion alone is not sufficient to satisfy the Tenant’s purpose of leasing the Property.

**Article 13. Termination of the Contract**

If the entirety of the Property has become unusable due to loss or other reason, then the Contract shall terminate as a result.

**Article 14. Vacating**

1. The Tenant shall move out of the Property before the Contract expires (or immediately if the Contract is canceled under any provision of Article 10).
2. The Tenant shall notify the Landlord in advance when planning to move out.

**Article 15. Restoration to original condition upon vacating**

1. The Tenant shall restore the Property to its original condition restoration, excluding wear and tear caused by normal use and aging of the Property. However, the Tenant shall not need to restore damage for reasons for which it was not responsible.
2. Upon vacating of the Property, the Landlord and the Tenant shall discuss the details and methods of restoration of the property to its original condition to be carried out by the Tenant pursuant to the provisions of Table 5, including any special provisions established at the time of concluding the Contract.

**Article 16. Entry**

1. 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 the 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/she has entered.

**Article 17. Guarantee provided by rental liability guarantee firm**

When using a guarantee provided by a rental liability guarantee firm, the details of the guarantee provided by the rental liability guarantee firm shall be as stipulated separately, and the Landlord and the Tenant must complete the necessary procedures for use of such guarantees at the time of concluding the Contract.

**Article 18. Discussion**

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.

**Article 19. Special contract clause**

The special provisions of the Contract, other than those stipulated through Article 18, are as follows:

Landlord:　　　　　　　　　　　(Seal)

Tenant:　　　　　　　　　　　(Seal)

Table 1 (related to Article 8, Paragraph 3)

|  |
| --- |
| 1. Manufacture or storage of guns, swords, explosives, or flammable and dangerous items; |
| 1. Bringing in or installation of large safes and other heavy items; |
| 1. Pouring of corrosive liquids into the drains; |
| 1. Playing television, stereo, piano, etc., at high volume; and |
| 1. Keeping animals that could clearly be a nuisance to neighbors, such as fierce animals and poisonous snakes. |
| 1. Providing the Property for use as an office or other base of activities of antisocial forces. |
| 1. Causing nearby residents or passersby to feel unease through engaging in markedly vulgar or violent speech or behavior or expressions of force in the Property or its vicinity. |
| 1. Permitting antisocial forces to reside or repeatedly enter the Property. |
|  |
|  |

Table 2 (related to Article 8, Paragraph 4)

|  |
| --- |
| 1. Placing items in the common areas, such as stairs and corridors; 2. Posting signboards, posters, and other advertisements in the common areas, such as stairs and corridors; and 3. Keeping dogs, cats, and other animals (excluding those listed on the Table 1, item v.) which cause a nuisance to neighbors, but excluding ornamental small birds and fish. |
|  |
|  |

Table 3 (related to Article 8, Paragraph 5)

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| --- |
| 1. Living with person(s) other than those specified in (5) above, excluding children born during the period of the contract; and |
| 1. Being absent from the Property for more than one consecutive month. |
|  |
|  |

Table 4 (related to Article 9, Paragraph 5)

|  |  |
| --- | --- |
| Replacing fuses | Other minor repairs |
| Replacing faucet washers and gaskets |  |
| Replacing plugs and chains in the bathroom and elsewhere |  |
| Replacing light bulbs and fluorescent lamps |  |
|  |  |
|  |  |

Table 5 (related to Article 15)

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Conditions of restoration to original condition**  Except as stipulated under “Exceptional Special Provisions” under II below, the conditions of restoration of the Property to its original condition shall conform to the thinking of general principles on restoration of rental residences to their original condition. That is,   * Wear and tear caused by the willful acts or negligence of the Tenant, violation of its duty to perform the due diligence of a good manager, or other use beyond the bounds of ordinary methods of use shall be paid for by the Tenant. However, the Tenant shall not be required to pay for damage due to earthquakes or other cases of force majeure, damage caused by a third party unrelated to the Tenant, such as upstairs residents, or similar damage. * The Landlord shall pay for natural deterioration and wear and tear (aging) of the building, facilities, etc. and wear and tear arising from normal use by the Tenant (ordinary wear and tear).   While the specific details of the above shall be as stipulated in Table 1 and Table 2 to “Trouble Regarding Restoration to Original Condition and Related Guidelines (2nd Ed.)” issued by the Ministry of Land, Infrastructure, Transport and Tourism, they are summarized under I below.  **I. Conditions of restoration of the Property to its original condition**  (However, where an agreement has been reached as described under II, Exceptional Special Provisions, below regarding details in violation of Article 90 of the Civil Code and Article 8, Article 8-2, Article 9, and Article 10 of the Consumer Contract Act, the content thereof shall apply.)  1. Landlord’s and Tenant’s responsibilities for repairs   |  |  | | --- | --- | | Landlord’s responsibility | Tenant’s responsibility | | Floors (tatami, flooring, carpet, etc.) | | | 1. Flipping over and resurfacing of tatami mats (for use by the next tenant in cases free of any particular damage) 2. Waxing flooring 3. Dents and traces of furniture on floors and carpets 4. Discoloration of tatami mats and fading of flooring (due to sunlight, rain leaks resulting from structural flaws in the building, etc.) | 1. Carpet stains due to spilled drinks etc., mold (due to causes such as insufficient care after a spill) 2. Rust marks beneath the refrigerator (soiling or other damage to the floor due to failure to address rust) 3. Scratches resulting from moving in or out or similar acts 4. Fading of flooring (due to rain water entering the Property as a result of carelessness by the Tenant) | | Walls, ceilings (cloth etc.) | | | 1. Darkening of wall surfaces behind TVs, refrigerators, etc. (so-called electrical burns) 2. Traces of posters and pictures on the walls 3. Holes in the walls etc. due to thumbtacks, pins, etc. (to an extent that does not require replacement of the underlying boards) 4. Screw holes and traces on the walls due to installation of air-conditioning (property of the Tenant) 5. Cloth discoloration (due to natural causes such as sunlight) | 1. Kitchen soiling due to negligence in everyday cleaning by the Tenant (adherence of soot or oil due to poor cleanup after use) 2. Mold or stains that spread due to a lack of care of the Tenant for condensation (corrosion of walls etc. due to failure to notify the Landlord and failure to take care of condensation through means such as wiping it off) 3. Corrosion of walls due to water leaks from a cooler left unaddressed by the Tenant 4. Stains and odors from tobacco smoke etc. (cloth discoloration or persistent odors caused by smoking or other causes) 5. Tack and nail holes in walls etc. (those resulting from hanging heavy articles, to an extent that requires replacement of the underlying boards) 6. Traces of lighting fixtures installed by the Tenant directly on the ceilings 7. Intentional damage such as graffiti | | Fixtures etc., sliding doors, pillars etc. | | | 1. Replacement of screens (for use by the next tenant in cases free of any particular damage)  2. Glass damaged by earthquakes  3. Breakage of wired glass (natural breakage due to the structure thereof) | 1. Scratches to pillars etc. and odors caused by a pet (scratches to pillars, cloth, etc. or persistent odors caused by a pet)  2. Intentional damage such as graffiti | | Facilities etc. | | | 1. Thorough house cleaning by a professional service (when the Tenant has conducted regular cleaning)  2. Internal cleaning of air-conditioning (free from persistent odors such as those from tobacco smoke)  3. Disinfection (kitchen, toilets)  4. Replacement of bathtub, bathtub cover, etc. (for use by the next tenant in cases free of damage etc.)  5. Replacement of locks and keys (in cases free of lock damage or loss of keys)  6. Damaged or unusable equipment or machinery (due to useful life of machinery) | 1. Oil soiling and soot in location of gas stove, vent, etc. (soiling resulting from failure of the Tenant to clean and care for such facilities)  2. Incrustation, mold, etc. in bath, toilet, or bathroom sink(soiling resulting from failure of the Tenant to clean and care for such facilities)  3. Damage to facilities due to inappropriate everyday care or misuse  4. Replacement of locks and keys due to lock damage or loss of keys  5. Weeds in the garden of a detached house | |

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| 2. Units of Tenant’s responsibility   |  |  |  |  |  | | --- | --- | --- | --- | --- | | Subject | | Units of Tenant’s responsibility | | Consideration of passage of time etc. | | Floors | Repairs to damaged portions | Tatami mats | In principle, per mat.  If multiple mats are damaged, the number of damaged mats (flipping or resurfacing determined depending on extent of damage) | (Tatami mat surfaces)  No consideration for passage of time. | | Carpeting  Cushion flooring | If damaged in multiple spots, entire room | (Tatami floors, carpeting, cushion flooring)  Share of costs calculated based on a residual value of 1 yen after 6 years. | | Flooring | In principle, per square meter  If damaged in multiple spots, entire room | (Flooring)  No consideration for passage of time in repairs.  (When replacing flooring due to damage in its entirety, share of costs calculated based on a residual value of 1 yen after the useful life of the building.) | | Walls, ceilings (cloth) | Repairs to damaged portions | Walls (cloth) | While per square meter is preferable, when unavoidable the Tenant shall pay the cost of replacement for the entire surface of the wall including the portion damaged by the Tenant. | (Walls [cloth])  Share of costs calculated based on a residual value of 1 yen after 6 years. | | Stains and odors due to tobacco smoke etc. | It is considered appropriate for the Tenant to pay the cost of cleaning or replacement for the entire room only if the cloth on the entire room is stained or has a persistent odor due to smoking or other causes. | | Fixtures, pillars | Repairs to damaged portions | Sliding doors | Per door | (Sliding doors, *shoji* paper)  No consideration for passage of time. | | Pillars | Per pillar | (Sliding doors, *shoji* fixtures; pillars)  No consideration for passage of time. | | Facilities, etc. | Repairs to facilities | Equipment and machinery | Cost of repaired portion or replacement | (Equipment and machinery)  Share of costs calculated by estimating a straight line (or curve) with a residual value of 1 yen at the end of the useful life. | | Return of keys | Locks and keys | Repaired portion  If key lost, includes cylinder replacement | No consideration for passage of time in cases of loss of keys. Tenant pays cost of replacement. | | Ordinary cleaning\* | Cleaning  \* Only in cases of neglect of ordinary cleaning and cleaning upon vacating | Per portion, or for entire residence | No consideration for passage of time. Tenant pays costs of cleaning for relevant portions or the entire residence for which it failed to carry out normal cleaning. |   Share of costs paid by Tenant and passage of time for facilities etc. (in cases of depreciation by the straight-line method over useful lives of six and eight years)  Share of costs paid by Tenant (when liable for restoration to original condition) |
| 3 Estimated units for restoration to original condition  (Enter subject portions, units, and unit prices [in yen] for the property.)   |  |  |  |  |  | | --- | --- | --- | --- | --- | | Subject portion | | | Unit | Unit price (in yen) | | Floors | |  |  |  | | Ceilings, walls | |  |  |  | | Fixtures, pillars | |  |  |  | | Facilities etc. | Common |  |  |  | | Entrance, hallway |  |  |  | | Kitchen |  |  |  | | Bathroom, bath sink, toilet |  |  |  | | Other | |  |  |  |   **Notes:**  **The unit prices shown above are rough estimates, intended to achieve a mutual understanding of estimated costs between the Tenant and the Landlord at the time of occupancy.**  **Accordingly, at the time of vacating, construction to restore the Property to its original condition shall be conducted at the construction prices discussed by the Tenant and the Landlord with consideration for matters such as fluctuations in prices and stocks of materials, the extent of damage, and construction methods used.**  **II. Exceptional special provisions**  General principles regarding costs related to restoration of the Property to its original condition are provided above. However, as exceptions to the above the Tenant hereby agrees to pay the costs indicated below (as long as such payment would not violate Article 90 of the Civil Code or Article 8, Article 8-2, Article 9, and Article 10 of the Consumer Contract Act).  (In the parentheses below, indicate the reason why the Tenant will pay, on an exceptional basis, costs that ordinarily should be paid by the Landlord.)  ・  Landlord:　　　　　　　　　　　(Seal)  Tenant:　　　　　　　　　　　(Seal) |

**To be signed and sealed below**

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| IN WITNESS WHEREOF, the following Landlord and the Tenant have signed and affixed their seals to the Contract in duplicate, each party retaining one sealed copy.  Date: year month day   |  |  |  |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | | Landlord | Address: Zip-code: | | | | | | | | |  | | |  | Name: | | | | | | | | | Seal | | |  | Tel.: | | | | | | | | | | | | Tenant | Address: Zip-code: | | | | | | | | |  | | |  | Name: | | | | | | | | | Seal | | |  | Tel.: | | | | | | | | |  | | |  |  | | | | | | | | | | | |  |  | | | | | | | | | | | |  |  | | | | | | | | | | | | Real estate | License No. [ ] | | | Governor/Minister of Land, Infrastructure, Transport and Tourism ( ) | | | | | | No. | | | Broker |  | | | | | | | | | | | | Agent | Address | |  | | | | | | | | | |  |  | | | | | | | | | | | |  | Name | |  | | | | | | | | | |  |  | | | | | | | | | | | |  | Representative |  | | | | | Seal | | | | | |  |  | | | | | | | | | | | |  | Registered real estate broker | | | | Reg. No. [ ] Governor | | | | No. | | | |  |  | | | | | | | | | | | |  | | | | | | Name | |  | | | Seal | |  | | | | | | | | | | | | |