

あんしん賃貸支援事業と 外国人の民間賃貸住宅入居円滑化 ガイドライン



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英語

入居申込書（見本）

Property Rental Application

重要事項説明書

Important Points Explanation of Property to be Leased

賃貸住宅標準契約書（見本）

Regular Rental Housing Contract—Standard Type

定期賃貸住宅契約についての説明

Explanation of Fixed-term Rental Housing Contract

定期賃貸住宅標準契約書

Fixed-term Rental Housing Contract—Standard Type

定期賃貸住宅契約終了についての通知

Notice to Terminate the Fixed-term Rental Housing Contract

The Japanese versions of the contract and other documents are used.
The documents in other languages are provided as reference materials
to understand the Japanese-language documents.

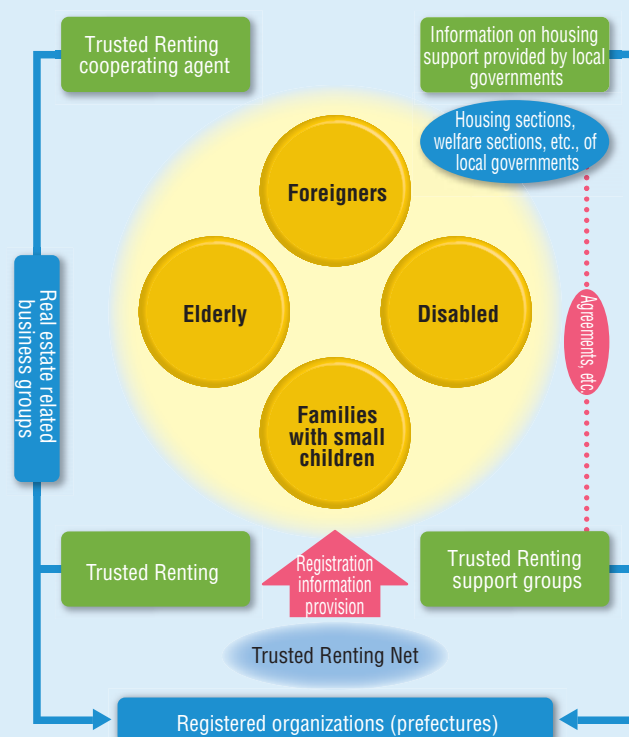
Trusted Rental Housing Project

There seems to be a tendency for some private rental housing to decline tenancy to the elderly, the disabled, foreigners, and families with small children to avoid trouble. To deal with this situation, the Trusted Rental Housing Project is being promoted to create a system for providing information on rental housing that accepts foreigners and others so that the elderly, disabled, foreigners, and families with small children can find private rental housing without worry.

“Trusted Renting Net”:

- Features “Trusted Renting Rental Housing” that is registered by prefecture that accepts the elderly, disabled, foreigners, and families with small children.
- Features “Trusted Renting Housing Partner Agencies” that are registered by prefecture and that are real estate agents that introduce rental housing to foreigners and others and help them with the move-in procedures.
- Features information on residency support services provided by “Trusted Renting Support Groups” (NPOs, social welfare companies, etc) that are registered by prefecture and that provide move-in support for foreigners and others.

<http://www.anshin-chintai.jp/>



(1) Property Rental Application (English version)

Name _____ Date of application: year _____ month _____ day _____

Property Rental Application

Applicant's signature _____

*Please fill out this form in Japanese (hiragana/katakana/kanji) or English (alphabet).

1. About the property

Name of property (if applicable): _____ apartment number: _____

Monthly rent: _____ yen

Security deposit: _____ yen

Management charge: _____ yen/month

Other fees: _____ yen

Date you plan to move in: year _____ month _____ day _____

2. Applicant

① Contact	Address (〒 -)		
	Tel (home): ()		Tel (mobile): ()
	E-mail: @		Fax: ()
② Name	alphabet		
	kana reading		Sex: M · F
③ Date of birth	year _____	month _____	day _____ Age ()
④ Languages you understand	1 st	2 nd	3 rd
⑤ If presently living in rental housing	How long have you lived there? _____ years		
	Landlord's name		Tel: ()
	Real estate agent	Name	Tel: ()
		Location	
⑥ Income	Income before tax		
	Any other sources of income (to pay rent) and amount: 1.Scholarship 2.Money sent from home country 3.Subsidy, etc. 4.Other		
	Amount: _____ yen / month		

3. Place of work or study

① Place of work or study	Name	Tel: ()
	Address (〒 -)	
	If you are dispatched to another work site, where? Tel: ()	
	Department of company / school:	
	Date of employment / enrollment: year _____ month _____	
② Occupation	1. Company or public employee 2. Self-employed 3. Part-timer 4. Other	
③ Type of school (if you are a student)	1. College 2. Junior college 3. Graduate school 4. Vocational school 5. Japanese language school 6. Other	
If you have worked at your present employer for less than a year, where and how long did you work at your previous employer? Name of previous employer: Length of employment: _____ years _____ months		

4. Co-occupants

Name, sex and age	Relationship to you (Choose the applicable number from below.)	Annual income
F · M age ()		yen
F · M age ()		yen
F · M age ()		yen
F · M age ()		yen
Relationship to you (1. Spouse 2. Family 3. Relative 4. Friend 5. other)		

5. Guarantor (*only for non-Japanese)

① Contact	Address (〒 -)		
	Tel (home): ()		Tel (mobile): ()
	E-mail: @		Fax: ()
② Name	alphabet		
	kana reading		
③ Date of birth	year _____ month _____ day _____	Age ()	
*④ Languages spoken	1 st	2 nd	3 rd
⑤ Relationship to applicant	1. Family 2. Relative 3. Friend 4. Company-related 5. School-related (excluding students) 6. Other		
⑥ Place of employment	Name of office		Tel: ()
	Address (〒 -)		
	If you are dispatched to another work site, where? Tel: ()		
	How long employed there: _____ years		
*⑦ Number of years in Japan	years	⑧ Income before tax	yen / year

6. Emergency contact information

① Contact information	Address (〒 -)
	Tel (home): () Tel (office): ()
	Tel (mobile): ()
② Name	alphabet
	kana reading
③ Relationship to you	1.Family 2.Relative 3.Friend 4.Company-related 5.School-related (excluding students) 6.Other

Points to be aware of:

1. Your application is liable to be rejected if you make any false statements.
2. This application form must be filled out personally by the (prospective) tenant.
3. You cannot become a tenant unless you make the application personally. You cannot sublet.
4. Your application will not be automatically accepted, and reasons for refusal will not be given.
5. We may contact your place of employment or school to confirm you are employed or attend as stated in your application.
6. We will contact your guarantor to confirm their consent.

*The following is to be filled out by the real estate company

Licensed by Prefectural Governor () (Name of agency)

Date of application	year _____ month _____ day _____	Staff in charge
Identification	Passport / Non-Japanese registration card / Other ()	
Remarks		
Referring agency, if any	Tel: ()	
Provisional date of contract	year _____ month _____ day _____	
Provisional date of move in	year _____ month _____ day _____	

Notes:

(2) Important Points Explanation of Property to be Leased

Important Points Explanation of Property to be Leased

Name _____

Date _____

The following details on the property have been written in accordance with Article 35 of the Real Estate Act. Please ensure you completely understand all of these essential points.

Name of company:

Name of representative:

seal

Real estate agent:

License number:

Date license was issued:

Designated agent for this transaction	Name	seal
	Registration No.	()
	Place of business	Tel: ()

Designated agent (Section2, Article 34)	Representative · Agent
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Property	Name	
	Location	
	Apartment No.	
	Floor area	m ² (official record: m ²)
	Type and construction	
Name and address of landlord		

I Items Directly Related to the Property in Question

1. Items recorded in the registry

Details of ownership (Landlord)	Items related to rights of ownership	Items related to rights other than ownership (Renter)
Owner Name: Address:		

2. Main legal restrictions

Title of Act	
Summary of restrictions	

3. Water, electricity, gas and sewerage supply

Facilities ready for immediate use		Projected future services				Notes
Water	public·private·well	year	month	day	public·private·well	
Electricity		year	month	day		
Gas	city·propane	year	month	day	city·propane	
Sewerage		year	month	day		

4. Shape and structure when completion (in case of unfinished buildings) ...

Shape and structure	
Structure and finishes of components, interior and exterior	
Facility installation and structure	

5. State of repair of facilities (in case of completed buildings).....

Facility	Existing	Type	Other
Kitchen			
Toilet			
Bath			
Water heater			
Gas stove			
Heating/air conditioning			

6. Is property within a developed residential land disaster prevention zone? ..

Inside residential land disaster prevention zone	Outside residential land disaster prevention zone
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7. Is property within a landslide disaster warning zone?

Inside a landslide disaster warning zone	Outside a landslide disaster warning zone
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8. Description of asbestos usage survey

Are asbestos usage survey results on record?	Yes	No
Contents of asbestos usage survey		

9. Description of earthquake resistance study

Has an earthquake resistance study been performed?	Yes	No
Contents of earthquake resistance study		

II Items Regarding Transaction Conditions

1. Charges other than rent

	Amount	Purpose
1		
2		
3		
4		

2. Cancellation of contract

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3. Compensation for damages or breach of contract

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4. Summary of guarantee system for repayment of any returnable deposits ...

Whether or not deposits are guaranteed	Yes	•	No
Procedure if guarantee system is resorted to			

5. Housing loan service

Housing loan available through real estate agent	Yes	•	No
Type of loan			
Action if housing loan fails to materialize			

6. Contract period and renewal

Period	From year__month__day__	____ years__months	Regular Rental Contract
	To year__month__day__		Fixed-term Rental Contract
			Lifelong Lease Contract
Details regarding renewal			

7. Limitations on use

Limitations on use of property	Limits to exclusive areas in buildings under multiple ownership	Other
Limitations on other uses		

8. Return of security deposit

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9. Property management

Name (of agent) (Registration No. if registered under the Condominium Management Rationalization Act)	
Address of main office	

III Other Items**1. Details of bond (under Article 35-2 of the Real Estate Act)****(1) If not a member of the Real Estate Transaction Guarantee Association.....**

Office where bond is deposited Name Location	
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(2) If a member of the Real Estate Transaction Guarantee Association.....

Real Estate Transaction Guarantee Association	Name	
	Address	
	Location of office	
Office where bond is deposited Name Location		

When you fill out this form, you should be aware of the following:

① Regarding I. 1.

In the column headed "Items related to rights of ownership," enter the ownership-related items recorded in the registry's "Landlord" column: e.g. special agreement on buying back, provisional registration, notice of registration and distress.

② Regarding I. 2.

Pick out the applicable legislation from below and enter it under the column "Title of legislation," and briefly state the restrictions under the law in the column of "Summary of restrictions."

New Residential Area Development Act	New Urban Infrastructure Improvement Act	Distribution Business Area Improvement Act	Agricultural Land Act
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③ Regarding I. 3.

In the column headed "Notes," enter any charges for use of facilities.

④ Regarding I. 5.

The facilities entered in the "Facility" column are examples for a residential building. For commercial property, add facilities important for the type of business, such as air-conditioning and elevators.

⑤ Regarding II. 6.

State clearly which contract applies to the property: regular or fixed-term rental contract, or the lifelong lease contract.

⑥ If there is not enough space in any column, write on a separate sheet, noting the corresponding column heading and item number on the form.

(3) Regular Rental Housing Contract—Standard Type

Regular Rental Housing Contract—Standard Type

(1) Purpose of lease

Name, address, etc. of the building	Name				
	Address				
	Type of building	Apartment	Structure	Wooden-built	Date of completion year _____
		Terraced apartment		Non-wooden built	
	Detached house		—stories	Major remodeling:	
	Other	Number of units	units	year _____	
Property	Apartment number		Floor layout	() LDK・DK・K / One room /	
	Area	m ²			
	Facilities	Toilet	Exclusive (flush・non-flush)・Shared (flush・non-flush)		
		Bath	Yes・No		
		Shower	Yes・No		
		Water heater	Yes・No		
		Gas stove	Yes・No		
		Air conditioning / heating	Yes・No		
Facilities included	Parking	Yes・No			
	Bicycle parking	Yes・No			
	Storage	Yes・No			
	Private garden	Yes・No			

(2) Contract period

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

(3) Rent and other fees

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

(4) Landlord and management

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

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

Owner of the building	Address (〒 -) Name	Tel: ()
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(5) Tenant and co-occupants

	Tenant	Co-occupants
Name		Name: How many people in total?
Contact in case of emergency	Address (〒 -) Name Relationship to tenant:	Tel: ()

(Contract formation)

Article 1. 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.

(Contract period)

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

(Purpose of use)

Article 3. The Tenant must use the Property only as a residence.

(Rent)

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

2 The rent for a period less than one month is 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.

- The rent becomes unreasonable due to an increase/decrease of taxes and other charges/on the land or building;
- Increase/decrease of the land or building prices or other fluctuations in economic conditions; and
- When the rent is inappropriate compared with the rent of similar buildings in the vicinity.

(Common service fee)

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

- 2 The common service fee should be paid as specified in (3) above.
- 3 The common service fee for a period less than one month is 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.

(Security Deposit)

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

- 2 The Tenant cannot use the security deposit to offset any liabilities, including rent and common service fees, before moving out.
- 3 The Landlord must refund promptly the whole amount of the security deposit without interest 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, or if there are any other defaults of liabilities under the Contract, the Landlord can deduct the amount of such liabilities from the security deposit.
- 4 In the above case, the Landlord must present a breakdown of the amount of liabilities deducted from the deposit.

(Repairs)

Article 7. 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.

(Repairs)

Article 8. The Landlord is responsible for repairs necessary for the Tenant to use the Property, except for the repairs listed in Table 4. The Tenant must pay for repairs willfully or negligently caused by the Tenant.

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

(Cancellation of the Contract)

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

- Rent as specified in Article 4, Paragraph 1;
- Common service fees as specified in Article 5, Paragraph 2; and
- Expenses as specified in Article 8, Paragraph 1.

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

- To use the Property only as a residence as stated in Article 3;
- Rules specified in Article 7; and
- Other rules for the Tenant to observe as specified in the Contract.

(Cancellation by the Tenant)

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

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

(Vacating)

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

- 2 The Tenant shall notify the Landlord in advance when planning to move out.
- 3 The Landlord and the Tenant shall discuss the details of repairs to be carried out by the Tenant, in accordance with Paragraph 1.

(Entry)

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

- 2 The Tenant, without good reason, cannot refuse the Landlord entry for property management purposes.
- 3 Prospective tenants accompanied by the Landlord can inspect the Property with 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 has entered.

(Guarantor)

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

(Discussion)

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

(Special contract clause)

Article 15. The special provisions of the Contract are as follows:

Table 1 (related to Article 7, Paragraph 3)

- Manufacture or storage of guns, swords, explosives, or flammable and dangerous items;
- Bringing in or installation of large safes and other heavy items;
- Pouring of corrosive liquids into the drains;
- 四 Playing television, stereo, piano, etc., at high volume; and
- 五 Keeping animals that could clearly be a nuisance to neighbors, such as fierce animals and poisonous snakes.

Table 2 (related to Article 7, Paragraph 4)

- Placing items in the common areas, such as stairs and corridors;
- Posting signboards, posters, and other advertisements in the common areas, such as stairs and corridors; and
- Keeping dogs, cats, and other animals (excluding those listed on the Table 1, 五) which cause a nuisance to neighbors, but excluding ornamental small birds and fish.

Table 3 (related to Article 7, Paragraph 5)

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

Table 4 (related to Article 8)

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

IN WITNESS WHEREOF, the following Landlord and the Tenant have signed and affixed their seals to the Contract in duplicate, with each party retaining one sealed copy.

Date: year _____ month _____ day _____

Landlord Address:

Name:

Seal

Tenant Address:

Name:

Seal

Guarantor Address:

Name:

Seal

Real estate
agent

License under Prefectural Governor / Minister No.

Location of office:

Company Name:

Representative's name:

Seal

Registered Real-Estate Transaction Manager

Registration No.

Prefectural Governor No.

Name:

Seal

Date: year ____ month ____ day ____

Explanation of Fixed-term Rental Housing Contract

(Landlord) Address: _____
Name: _____ Seal

(Representative) Address: _____
Name: _____ Seal

To conclude the fixed-term rental housing contract for the property below, you are entitled to the following explanation under Article 38, Paragraph 2 of the Leasehold and Rental Housing Act.

The Property below is under a fixed-term rental housing contract which expires at the end of the contract period, and will not be renewed. You should therefore vacate the Property before the contract expires, unless a new contract is made starting from the day following the expiry of this contract.

(1)Property	Name		
	Location		
	Apartment number		
(2)Contract period	From	year ____ month ____ day ____	years months
	To	year ____ month ____ day ____	

I received the explanation regarding the above Property based on Article 38, Paragraph 2 of the Leasehold and Rental Housing Act.

Date: year ____ month ____ day ____

Tenant: Address: _____
Name: _____ Seal

(5) Fixed-term Rental Housing Contract--Standard Type

Fixed-term Rental Housing Contract--Standard Type

(1) Purpose of lease

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

(2) Contract period

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

(3) Rent and other fees

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

(4) Landlord and management

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

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

Owner of the building	Address (〒 -) Name	Tel: ()
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(5) Tenant and co-occupants

	Tenant	Co-occupants
Name		Name: How many people in total?
Contact in case of emergency	Address (〒 -) Name Relationship to tenant:	Tel: ()

(Contract formation)

Article 1. The lessor (hereafter called the "Landlord") and the renter (hereafter called the "Tenant") have formed the rental housing agreement (hereafter called the "Contract") in accordance with Article 38 of the Leasehold and Rental Housing Act (hereafter called "Act"), regarding the object of lease (hereafter called the "Property") specified in (1) above.

(Contract period)

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

2 The Contract expires at the end of the contract period as specified above and shall not be renewed. However, the Landlord and the Tenant can agree and conclude a new lease contract (hereafter called the "Renewed Contract") starting from the day following the expiry of the original Contract.

3 To terminate this agreement, the Landlord shall give the Tenant written notice of termination during the 6-12 months

before the termination of the Contract (hereafter called the "Period of Notice") as specified in Paragraph 1.

4 The Landlord cannot insist on terminating the lease without notifying the Tenant as specified in the above, and the Tenant can continue renting the Property even after the end of the contract period mentioned in Paragraph 1. However, if the Landlord notifies the Tenant after the Period of Notice is over, the lease will be terminated 6 months after that notice.

(Purpose of use)

Article 3. The Tenant must use the Property only as a residence.

(Rent)

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

2 The rent for a period less than one month is 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.

- The rent becomes unreasonable due to an increase/decrease of taxes and other charges on the land or building;
- Increase/decrease of the land or building prices or other fluctuations in economic conditions; and
- When inappropriate compared with the rent of similar buildings in the vicinity.

(Common service fee)

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

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

3 The common service fee for a period less than one month is 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.

(Security Deposit)

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

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

3 The Landlord must refund promptly the whole amount of the security deposit without interest 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, or if there are any other defaults of liabilities under the Contract, the Landlord can deduct the amount of such liabilities from the security deposit.

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

(Acts prohibited or limited)

Article 7. 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.

(Repairs)

Article 8. The Landlord is responsible for repairs necessary for the Tenant to use the Property, except for the repairs listed in Table 4. The Tenant must pay for repairs willfully or negligently caused by the Tenant.

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

(Cancellation of the Contract)

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

- Rent as specified in Article 4, Paragraph 1;
- Common service fees as specified in Article 5, Paragraph 2; and
- Expenses as specified in Article 8, Paragraph 1.

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

- To use the Property only for a residence as stated in Article 3;
- Rules specified in Article 7; and
- Other rules for the Tenant to observe as specified in the Contract.

(Cancellation by the Tenant)

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

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

(Vacating)

Article 11. The Tenant shall move out of the Property before the Contract expires (or within 6 months after notified by the Landlord under the provision of Article 2, Paragraph 4, or immediately in the event that the Contract is cancelled under the provision of Article 9). When moving out, the Tenant should restore the Property to its original condition, excluding wear and tear caused by normal use.

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

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

(Entry)

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

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

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

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

(Guarantor)

Article 13. The guarantor is jointly responsible with the Tenant for any liabilities during the contract period. If the contract period is extended due to the Landlord's failure to give a notice to quit under the provision of Article 2, Paragraph 3, the guarantor's responsibility shall cease after the end of the original contract period specified in Article 2, Paragraph 1.

(Contract renewal)

Article 14. If the Landlord intends to renew the contract, he shall state this in the written notice specified in Article 2, Paragraph 3.

2 In such case the contract is renewed, the provisions of Article 11 shall not apply. The Tenant shall restore the Property to its prior condition not by the end of the original contract, but by the end of the renewed contract period. The Landlord shall return the deposit to the Tenant in accordance with Article 6, Paragraph 3, assuming that the Property is vacated.

(Discussion)

Article 15. If there arise any doubts about items not specified in the Contract or about the interpretation of the Contract, the Landlord and the Tenant shall discuss and solve them in good faith in accordance with the Civil Code and other regulations and customs.

(Special contract clause)

Article 16. The special provisions of the Contract are as follows:

--

Table 1 (related to Article 7, Paragraph 3)

- Manufacture or storage of guns, swords, explosives and flammable or dangerous items;
- Bringing in or installation of large safes and other heavy items;
- Pouring of corrosive liquid into the drains;
- Playing television, stereo, piano, etc., at high volume; and
- Keeping of animals that could clearly be a nuisance to neighbors, such as fierce animals and poisonous snakes.

Table 2 (related to Article 7, Paragraph 4)

- Placing items in the common areas, such as stairs and corridors;
- Putting signboards, posters, and other advertisements in the common areas, such as stairs and corridors; and
- Keeping dogs, cats, and other animals (excluding those listed on the Table 1, 五) which cause a nuisance to neighbors, but excluding ornamental small birds and fish.

Table 3 (related to Article 7, Paragraph 5)

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

Table 4 (related to Article 8)

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

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:	
	Name:	Seal

Tenant	Address:	
	Name:	Seal

Guarantor	Address:	
	Name:	Seal

Real estate agent	License under Prefectural Governor / Minister No.	
	Location of office:	
	Company Name:	
	Representative's name:	Seal
	Registered Real-Estate Transaction Manager	
	Registration No.	Prefectural Governor No.
	Name:	Seal

(6) Notice to Terminate the Fixed-term Rental Housing Contract

(Under Article 38, Paragraph 4 of the Leasehold and Rental Housing Act and Article 2, Paragraph 3 of the Standard Fixed-term Rental Housing Contract)

Date: year _____ month _____ day _____

Notice to Terminate the Fixed-term Rental Housing Contract

(Tenant)

Address:

Name:

(Landlord)

Address:

Name:

Seal

The lease of the Property specified below, which I am now renting, will terminate when the contract expires on year _____ month _____ day _____ .

[However, I intend to conclude a new lease contract for this property starting from the day following the expiry of the present contract.] (See Note 1.)

(1)Property	Name		
	Location		
	Apartment number		
(2)Contract period	From	year _____ month _____ day _____	
	To	year _____ month _____ day _____	years months

To the landlord:

Note 1. If you intend to renew the contract, add the sentence as in [].

2. Refer to (1) and (2) of the present contract to fill in spaces (1) and (2) of this document.

あんしん賃貸支援事業と外国人の 民間賃貸住宅入居円滑化ガイドライン

平成21年3月 改訂

発 行: **あんしん賃貸住宅推進協議会**

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外国人の民間賃貸住宅入居円滑化
ガイドライン



あんしん賃貸住宅推進協議会