

10 QAs for foreigners renting houses in Taiwan

外國人在臺租屋 10 大 QA

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

在台灣租房子，需要支付給房東的費用有哪些？

A :

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

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

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

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

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

租金：向房東承租房子，必須定期支付的金額，直到租期期滿為止。

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

其他公共事業費：水費、電費、瓦斯費、網路費、管理費、清

潔費等。

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

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

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

定金支付了之後，若有一方反悔不租，定金可以拿回來或要求賠償嗎？

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

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

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

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

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

Reference : Article 248, Civil Code.

參考法令：民法第 248 條

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

在網站上看到的房子照片，跟現場長不一樣怎麼辦？

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

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

冷氣、馬桶、燈具等) 可使用程度。

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

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

Reference : Article 13.1, Rental Housing Market Development and Regulation Act; Point 2, Mandatory Provisions to be Included in and Prohibitory Provisions of Standard Form Contract for house leasing; Article 249.2, Civil Code.

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

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

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

如何驗證房東身分？簽約時雙方需要提供什麼證件？

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

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

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

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

參考法令：租賃住宅條例第 9 條第 1 項。

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

房東說我是外國人，因此要收我比較多的押金，是可以的嗎？

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

我國法律為屬地主義，無論國籍，押金最多不可收超過 2 個月的

租金。

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

參考法令：租賃住宅條例第 7 條

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

台灣租屋的電費計費方式?如何知道房東電費計費標準是否合理?

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

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

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

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

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

房東提供的家具家電壞掉的話，誰要負責修繕？

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

record them in the agreement.

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

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

參考法令：租賃住宅條例第 8 條、民法第 430 條

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

因工作臨時被調職，必須提前終止租約，需要給房東多少賠償？

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

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

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

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

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

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

要搬離開租屋處時，需要將屋況恢復到什麼樣的狀態，才不會被扣押金？

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

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

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

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

發生租屋糾紛，可以去哪裡尋求協助？

A :

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

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