

Fixed Term Rental Housing Agreement

(1) Purpose of lease

Property Information	
Name	
Address	
Unit Number	
Type of building	Apartment
Size	Approximately XXm ²
Floor layout	Studio Type (furnished)
Facilities Included	Flush Toilet with Washlet
	Shower with seat
	Hot and cold water
	Electric Stove, Refrigerator, Microwave
	Air conditioning / Heater
	Electricity, Portable or Fixed WiFi, City Gas, Water, Public Sewerage Service

(2) Contract period

Start Date	
End Date	

(3) Rent and other fees

Rent	JPY
Recovery Cleaning Fee	JPY
Total Payment Amount	JPY
Security Deposit	JPY

(4) Landlord

Name	
Contact email address	mytokyoapartment@gmail.com
Contact Tel number	

(5) Tenant and co-occupant

Name of tenant	
Name of Co-occupant	
Contact email address	
Contact Tel number	

(Contract formation)

Article1 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)

Article2 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)

Article3 The Tenant must use the Property only as a residence.

(Rent)

Article4 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 rent includes the cost of utilities including lighting, fuel, Wi-Fi, water supply, and sewerage.
4. The Landlord and the Tenant can revise the rent by agreement if the amount of the rent has become unreasonable due to the following factors.
 - I. The rent becomes unreasonable due to an increase/decrease of taxes and other charges/on the land or building;
 - II. Increase/decrease of the land or building prices or the utilities price; and
 - III. When the rent is inappropriate compared with the rent of similar buildings in the vicinity

(Recovery Cleaning Fee)

Article5 The Tenant shall pay a one- time Recovery Cleaning Fee which will be used to restore the apartment to the original condition when the Tenant moves out of the property.

2. The Recovery Cleaning fee should be paid as specified in (3) above.
3. The Landlord and the Tenant can revise the above fee by agreement if the actual cost spent for restoration significantly differs from the fee specified above.

(Security Deposit)

Article6 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 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.

(Antisocial forces)

Article7 The Landlord and the Tenant shall mutually assure the other party that:

- I. They are not entities regarded as, or members of, an organized crime syndicate (bouryokudan), a company associated with any organized crime syndicates, a corporate racketeer (sokaiya), or any similar forces (hereinafter collectively referred to as "antisocial forces").
- II. None of their members (employees, board of directors, executive directors or their equivalent) are members of antisocial forces.
- III. They shall not allow their names or titles to be used by antisocial forces to conclude this Contract.
- IV. Whether directly or through third parties, they shall not: Threaten the other party with speech, action, or force. Obstruct business or damage the reputation of the other party by force or use of fraudulent means.

(Act Prohibited or limited)

Article8 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)

Article9 The Landlord is responsible for repairs necessary for the Tenant to use the Property. 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.

(Maintenance)

Article10 The tenant is responsible for supplying own essentials, foods and household products, and maintaining the property in a clean and sanitary condition throughout the tenancy period.

(Cancellation of the Contract)

Article11 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.

- I. Rent as specified in Article 4, Paragraph 1;
- II. The common service fees as specified in Article 5, Paragraph 2; and
- III. Expenses as specified in Article 9, 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.
 - I. To use the Property only as a residence as stated in Article 3;
 - II. Rules specified in Article 7; and
 - III. Other rules for the Tenant to observe as specified in the contract.

(Cancellation by the Tenant)

Article12 The Tenant can cancel the Contract by giving at least 7 days' notice to the Landlord. Given due notice, 100% of the remaining days not spent will be refunded to the tenant.

2. When cancelling the contract with less than 7day's notice, the Tenant is required to pay the Landlord, for the 30 days rent or the prorated rent from the cancellation date to the end of the contract period if the remaining period is less than 30 days.
3. Cancellation penalties under Paragraph 2 may be exempted under extenuating circumstances

(Vacating)

Article13 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). 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)

Article14 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.

(Discussion)

Article15 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.

Table 1 (related to Article 8, Paragraph 3)

1. Manufacture or storage of drugs, guns, swords, explosives and flammable or dangerous items;
2. Bringing in or installation of large safes and other heavy items;
3. Pouring of corrosive liquids into the drains
4. Smoking in the property and the common areas such as stairs and corridors
5. Playing audios such as video, games, television, stereo, etc., at high volume; and
6. Keeping animals

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

Table 3 (related to Article 8, Paragraph 5)

1. Living with person(s) other than those specified in (5) above, and
2. Being absent from the Property for more than one consecutive month.

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.

Landlord Name: Date:

Tenant Name: Date: