

香港特別行政區
高等法院
原訟法庭

高院民事訴訟 2023 年第 1109 號

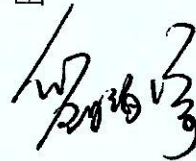
由

原告人 林哲民 (Lin Zhen Man)
及
第一被告人 宜高物業管理有限公司
梁冠明經理
第二被告人 鴻茂裝飾有限公司
陳恒發先生
第三被告人 物業管理業監管局
黃江天主席
第四被告人 香港申訴專員公署
趙慧賢女士專員

這是於 2023 年 9 月 14 日陳恒發的以非宗教方式誓章內展示並標記為
“CHF-2”的文件。

日期	敘述	頁數
01.04.2007	第一份租約連打厘印之証書	4

在本人面前作出



Lau Hoi Fung
Solicitor, Hong Kong SAR
Messrs. Kenneth Lam, Solicitors

Tenancy Agreement 租約

An Agreement made the _____ day of _____, between the Landlord and the Tenant as more particularly described in Schedule I.

此合約由業主及租客（雙方資料詳列於附表一）於2007年4月1日訂立。

The Landlord shall let and the Tenant shall take the Premises for the Term and at the Rent as more particularly described in Schedule I and both parties agree to observe and perform the terms and conditions as follow :-

業主及租客雙方以詳列於附表一的租期及租金分別租出及租入詳列於附表一的物業，並同意遵守及履行下列條款：—

1. The Tenant shall pay to the Landlord the Rent in advance on the first day of each and every calendar month during the Term. If the Tenant shall fail to pay the Rent within 7 days from the due date, the Landlord shall have right to institute appropriate action to recover the Rent and all costs, expenses and other outgoings so incurred by the Landlord in relation to such action shall be a debt owed by the Tenant to the Landlord and shall be recoverable in full by the Landlord.
租客須在租期內每個月份第一天上期繳付指定的租金予業主。倘租客於應繳租金之日的七天內仍未清付該租金，則業主有權採取適當行動追討租客所欠的租金而由此而引起的一切費用及開支將構成租客所欠業主的債項，業主將有權向租客一併追討所欠款項全數。
2. The Tenant shall not make any alteration and / or additions to the Premises without the prior written consent of the Landlord, which consent shall not be unreasonably withheld.
租客在沒有業主書面同意前，不得對該物業作任何改動及 / 或加建，惟業主不得無理拒絕給予租客有關的同意書。
3. The Tenant shall not assign, transfer, sublet or part with the possession of the Premises or any part thereof to any other person. This tenancy shall be personal to the Tenant named herein.
租客不得轉讓、轉租或分租該物業或其他任何部份或將該物業或其任何部份的佔用權讓予任何其他人士等。此租約權益將為租客個人擁有。
4. The Tenant shall comply with all ordinances, regulations and rules of Hong Kong and shall observe and perform the covenants, terms and conditions of the Deed of Mutual Covenant and Sub-Deed of Mutual Covenant (if any) relating to the Premises. The Tenant shall not contravene any negative or restrictive covenants contained in the Government Lease(s) under which the Premises are held from the Government.
租客須遵守香港一千法律條例和規則及該物業所屬的大廈有關的公契內的條款。租客亦不可違反屬該物業地段內的官批地契上的任何制約性條款。
5. The Tenant shall during the Term pay and discharge all charges in respect of water, electricity, gas and telephone and other similar charges payable in respect of the Premises.
租客須在租約期內清繳一切有關該物業的水費、電費、煤氣費、電話費及其他類似的雜費等。
6. The Tenant shall during the Term keep the interior of the Premises in good and tenantable repair and condition (fair wear and tear and damage caused by inherent defects excepted) and shall deliver up vacant possession of the Premises in the same repair and condition on the expiration or sooner determination of this Agreement.
租客須在租約期內保持物業內部的維修狀態良好（自然損耗及因固有的缺陷所產生的損壞除外）並須於租約期滿或終止時將物業在同樣的維修狀態下交吉交回業主。
7. The Tenant shall pay to the Landlord the Security Deposit set out in Schedule I for the due observance and performance of the terms and conditions herein contained and on his part to be observed and performed. Provided that there is no antecedent breach of any of the terms and conditions herein contained, the Landlord shall refund the Security Deposit to the Tenant without interest within 30 days from the date of delivery of vacant possession of the Premises to the Landlord or settlement of any outstanding payment owed by the Tenant to the Landlord, whichever is later. If the Rent and/or any charges payable by the Tenant hereunder or any part thereof shall be unpaid for seven (7) days after the same shall become payable (whether legally demanded or not) or if the Tenant shall commit a breach of any of the terms and conditions herein contained, it shall be lawful for the Landlord at any time thereafter to re-enter the Premises whereupon this Agreement shall absolutely determine and the Landlord may deduct any loss or damage suffered by the Landlord as a result of the Tenant's breach from the Security

Deposit without prejudice to any other right of action or any remedy of the Landlord in respect of such breach of the Tenant.

租客須交予業主保證金（金額如附表一所列）作為保證租客遵守及履行此租約上租客所需遵守及履行的條款的按金。若租客在租期內並無干犯此合約內任何條款，則業主須於收回交吉的物業或一切租客欠款後（以較遲者為準）三十天內無息退還該保證金予租客。但若租客拖欠根據此合約需要支付的租金及 / 或其他款項超過七天（無論有否以法律行動追討）或若租客違反此合約內任何條款，業主可合法收回該物業而此租約將立被終止；業主可從保證金內扣除因租客違約而令業主所受的損失，而此項權利將不會影響業主因租客違約而可採取的其他合法行動的權利。

8. Provided the Tenant shall have paid the Rent and other outgoings on the days and in the manner herein provided and observe and perform the terms and conditions herein contained and on the Tenant's part to be observed and performed, the Tenant shall peacefully hold and enjoy the Premises during the Term without any interruption by the Landlord.

若租客按時清繳租金和雜費及沒有干犯此合約內任何條款，則業主不得在租約期內干擾租客享用該物業。

9. The Landlord shall keep and maintain the structural parts of the Premises including the main drains, pipes and cables in proper state of repair Provided that the Landlord's liability shall not be incurred unless and until written notice of any defect or want of repair has been given by the Tenant to the Landlord and the Landlord shall have failed to take reasonable steps to repair and remedy the same after the lapse of a reasonable time from the date of service of such notice.

業主須保養及適當維修該物業內各主要結構部份（包括主要的排污渠、喉管和電線）。唯業主須在收到租客的書面要求後才會有責任在合理時限內將有關損壞維修妥當。

10. The Landlord shall pay the Property tax payable in respect of the Premises.

業主負責繳付有關該物業的物業稅。

11. The Stamp Duty payable on this Agreement in duplicate shall be borne by the Landlord and the Tenant in equal shares.

業主及租客各負責屬此合約一式兩份的印花稅一半費用。

12. The Landlord and the Tenant agree to be bound by the additional terms and conditions contained in Schedule II (if any).

業主及租客雙方同意遵守附表二內的附加條款（如有的話）。

13. If there is any conflict between the English version and the Chinese version in this Agreement, the English version shall prevail.

此合約內的英文文本與中文文本存有差異時，將以英文文本為準。

Received the Security Deposit of
HK\$ _____ by the Landlord

業主收到租客所交的保證金

港幣 HK\$ 16,600.00 :



Confirmed and Accepted all the terms and conditions contained herein by the Landlord:

業主確認及接受這合約內所有條款的約束。

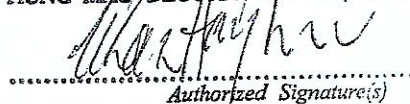


HKID / B.R. No. ()
香港身份證 / (D 188015 (3))
商業登記證號碼

Received 5 key(s) of the Premises by the Tenant

租客接收業主所交屬該物業的鎖匙

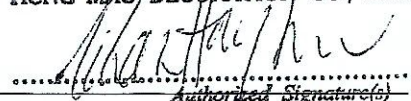
共 5 For and on behalf of
鴻茂裝飾有限公司
HUNG MAU DECORATION CO., LTD.


Authorized Signature(s)

Confirmed and Accepted all the terms and conditions contained herein by the Tenant:

租客確認及接受這合約內所有條款的約束。

For and on behalf of
鴻茂裝飾有限公司
HUNG MAU DECORATION CO., LTD.


Authorized Signature(s)

HKID / B.R. No. ()
香港身份證 / ()
商業登記證號碼 13563180

Schedule I

附表一

The Premises
物業 : FACTORY C4 ON 13TH FLOOR WING HING INDUSTRIAL BUILDING (REAR BLOCK) NO. 14 HING YIP STREET KOWLOON

The Landlord
業主 : LIN ZHEN MAN
whose *address / registered office is situate at 其通訊地址 / 註冊地址為
FACTORY C4 ON 13TH FLOOR WING HING INDUSTRIAL BUILDING (REAR BLOCK) NO. 14 HING YIP ST KOWLOON

Telephone No. / 電話 : MR LIN TEL: 2344-0137 93427961

The Tenant
租客 : HUNG MAU DECORATION COMPANY LIMITED
whose *address / registered office is situate at 其通訊地址 / 註冊地址為
FACTORY C4 ON 13TH FLOOR WING HING INDUSTRIAL BUILDING (REAR BLOCK) NO. 14 HING YIP ST KOWLOON

Telephone No. / 電話 : MR CHAN TEL: 2861-2881

Term
租期 : From 由 2007年4月1日 to 至 2010年3月31日 (both days inclusive) (包括首尾兩天) 2年固定期, 另1年生效。

Rent
租金 : HK\$ 8,300.00 per month (每月租金為 8,300.00 包括管理費, 差餉及地租)
每月為港幣

Security Deposit
保證金 : HK\$ 16,600.00
港幣

Schedule II

附表二

1. User 用途

The Tenant shall not use or permit to be used the Premises or any part thereof for any purpose other than for _____ purpose only. [P.S. - Please select one item : e.g. residential / commercial / office / shop / industrial]

租客除將該物業作 工業 用途外, 不可將該物業或其任何部份作其他用途。(備註 - 請選一項: 例如: 住宅 / 商業 / 辦公室 / 商店 / 工業)

2. Miscellaneous Payments 雜項費用

a) The Tenant shall be responsible for the following payments payable in respect of the Premises during the Term:-
租客在租期內負責下列費用:

*~~(a) Management fee~~ : _____ (at current rate) (per month) (subject to revision from time to time)
~~管理費~~ : _____ (每月以現金額為準) (將會不時調整)

*~~(b) Air-Conditioning Charges~~ : 租客負責繳付 (at current rate) (per month) (subject to revision from time to time)
~~冷氣費~~ : _____ (每月以現金額為準) (將會不時調整)

*~~(c) Government Rates~~ : _____ (subject to actual amount demanded by the Government)
~~差餉~~ : _____ (每季以政府實收者為準)

*~~(d) Government Rent~~ : _____ (subject to actual amount demanded by the Government)
~~地租~~ : _____ (每季以政府實收者為準)

b) The Landlord shall be responsible for the following payments payable in respect of the Premises during the Terms:-
業主在租期內負責下列費用：

[P. S. - Please fill in the following if the Rent shall include any of the following expenses.]
[備註 - 如租金包括以下任何一種開支，請填寫下列部份。]

- * (a) Management fee : \$ 1120. (at current rate) (per month) (subject to revision from time to time)
管理費 (每月以現金額為準) (將會不時調整)
- * (b) ~~Air-Conditioning Charges~~ : _____ (at current rate) (per month) (subject to revision from time to time)
~~冷氣費~~ (每月以現金額為準) (將會不時調整)
- * (c) Government Rates : \$ 1086.18 (subject to actual amount demanded by the Government)
差餉 (每季以政府實收者為準)
- * (d) Government Rent : \$ 652.15 (subject to actual amount demanded by the Government)
地租 (每季以政府實收者為準)

*delete where inapplicable.
刪去不適用者

3. Rent Free Period 免租期

The Tenant shall be entitled to a rent free period from the _____ to _____
(both days inclusive) provided that the Tenant shall be responsible for the charges of Government Rent, Government Rates management fees, water, electricity, gas, telephone and other outgoings payable in respect of Premises during such rent free period.

租客可享有 30 天免租期 (由 2007年4月1日至 2007年4月30日 (包括首尾兩天) 但租客仍需負責繳付免租期內一切地租、差餉、管理費、水、電、煤氣及電話費用及其他一切雜費開支。\$ 1699.40

~~4. Break Clause 退租權~~

~~Notwithstanding anything to the contrary hereinbefore contained, the Landlord/Tenant/other party shall be entitled to terminate this Agreement earlier than as herein provided by serving not less than _____ months' written notice or by paying _____ months' Rent in lieu to the Landlord/Tenant/other party provided that the said written notice shall not be served before the expiration of the [] month of the Term of Tenancy.~~
儘管與前文不符，業主/租客/任可一方給予業主/租客/另一方不少於 _____ 月的書面通知或 _____ 個月租金作代通知金提早解除此租約；唯該書面通知書不得早於由租期起計之 [] 月內發出。

5. Others 其他

- ① 租客知道及同意，業主自用天線，及鄰業接收信件。
② 業主已同意，租客於單位內之裝修，於租期期滿後，無需要還原。