

PRC CONTRACT LAW

中华人民共和国合同法

Special Provisions on Leases - Bilingual

Chapter Thirteen Leasing Contracts

Article 212 Definition of Leasing Contract

A leasing contract is a contract whereby the lessor delivers to the lessee the lease item for it to use or accrue benefit from, and the lessee pays the rent.

Article 213 Terms of Leasing Contract

A leasing contract includes terms such as the name, quantity and purpose of the lease item, lease term, amount of rent, time and method of rent payment, as well as maintenance and repair of the lease item, etc.

Article 214 Limit on Lease Term; Renewal

The lease term may not exceed twenty years. If the lease term exceeds twenty years, the portion of the lease term beyond the initial twenty year period is invalid.

At the end of the lease term, the parties may renew the lease, provided that the renewed term may not exceed twenty years commencing on the date of renewal.

Article 215 Writing Requirement in Case Lease Term Is Six Months or Longer

Where the lease term is six months or longer, the lease shall be in writing. If the parties fail to adopt a writing, the lease is deemed a non-term lease.

Article 216 Lessor's Obligation to Deliver Lease Item

The lessor shall deliver the lease item to the lessee in accordance with the contract and shall, during the lease term, keep the lease item fit for the prescribed purpose.

Article 217 Manner of Using Lease Item

The lessee shall use the lease item in the prescribed manner. Where the manner of use of the lease item was not prescribed or clearly prescribed, and cannot be determined in accordance with

Article 61 hereof, the lease item shall be used in a manner consistent with its nature.

Article 218 Lessee Not Liable for Wear and Tear

Where the lessee used the lease item in the prescribed manner or in a manner consistent with its nature, thereby causing wear and tear to the lease item, it is not liable for damages.

Article 219 Lessor Entitled to Terminate in Case of Unauthorized Use

Where the lessee failed to use the lease item in the prescribed manner or in a manner consistent with its nature, thereby causing damage to it, the lessor may terminate the contract and claim damages.

Article 220 Lessor's Maintenance Obligations

The lessor shall perform the obligations of maintenance and repair of the lease item, except otherwise agreed by the parties.

Article 221 Lessee's Remedies in Case of Lessor's Failure to Maintain Lease Item

Where the lease item needs maintenance or repair, the lessee may require the lessor to perform maintenance or repair within a reasonable time.

If the lessor fails to fulfill its obligations of maintenance or repair, the lessee may maintain or repair the lease item on its own at the lessor's expense. Where the lessee's use of the lease item is impaired due to maintenance or repair thereof, the rent shall be reduced or the lease term shall be extended accordingly.

Article 222 Lessee's Obligation of Due Care

The lessee shall keep the lease item with due care and shall be liable for damages if the lease item was damaged or lost due to improper care.

Article 223 Improvement or Addition

Subject to consent by the lessor, the lessee may make improvement on or addition to the lease item.

If the lessee made improvement on or addition to the lease item without consent by the lessor, the lessor may require the lessee to restore the lease item to its original condition or claim damages.

Article 224 Sublease

Subject to consent by the lessor, the lessee may sublease the lease item to a third person. Where the lessee subleases the lease item, the leasing contract between the lessee and the lessor remains

valid, and if the third person causes damage to the lease item, the lessee shall pay damages. Where the lessee subleases the lease item without the consent of the lessor, the lessor may terminate the contract.

Article 225 Benefit Accrued from Lease Item During Lease Term

During the lease term, any benefit accrued from the possession or use of the lease item belongs to the lessee, except otherwise agreed by the parties.

Article 226 Time for Rent Payment

The lessee shall pay the rent at the prescribed time. Where the time of payment was not prescribed or clearly prescribed, and cannot be determined in accordance with Article 61 hereof, the rent shall be paid at the end of the lease term if it is less than one year; if the lease term is one year or longer, the rent shall be paid at the end of each annual period, and where the remaining period is less than one year, the rent shall be paid at the end of the lease term.

Article 227 Lessor's Remedies in Case of Non-Payment of Rent

Where the lessee failed to pay or delayed in paying the rent without cause, the lessor may require the lessee to pay the rent within a reasonable period. If the lessee fails to pay the rent at the end of such period, the lessor may terminate the contract.

Article 228 Lessee's Remedies in Case of Third Party Claim; Duty to Notify

If due to any claim by a third person, the lessee is unable to use or accrue benefit from the lease item, the lessee may require reduction in rent or refuse to pay rent.

In case of any claim by a third person, the lessee shall timely notify the lessor.

Article 229 Leasing Contract Not Affected by Change of Ownership

Any change of ownership to the lease item does not affect the validity of the leasing contract.

Article 230 Sale of Dwelling Unit under Lease

Where the lessor is to sell a dwelling unit under a lease, it shall give the lessee a reasonable advance notice before the sale, and the lessee has the right of first refusal under the same conditions.

Article 231 Lessee's Remedies in Case of Damage Not Attributable to Itself

Where the lease item was damaged or lost in part or in whole due to any reason not attributable to the lessee, the lessee may require reduction in rent or refuse to pay rent; where the purpose of the contract is frustrated due to damage to or loss of the lease item in part or in whole, the lessee may terminate the contract.

Article 232 Non-Term Lease

Where the term of a lease was not prescribed or clearly prescribed, and cannot be determined in accordance with Article 61 hereof, such lease is deemed a non-term lease. Either party may terminate the contract at any time, provided that the lessor shall give the lessee a reasonable advance notice before it terminates the contract.

Article 233 Lessee Entitled to Terminate in Case of Danger to Safety or Health

Where the lease item poses a danger to the safety or health of the lessee, the lessee may terminate the contract at any time even if the lessee was aware of the quality non-compliance of the lease item at the time of conclusion of the contract.

Article 234 Lease of Dwelling Unit Assumable

Where the lessee is deceased during the term of a dwelling unit lease, the person jointly living in the unit with the lessee while the lessee was alive may continue leasing it on the terms of the original leasing contract.

Article 235 Condition of Lease Item at End of Lease Term

The lessee shall return the lease item at the end of the lease term. The returned lease item shall be in a condition resulting from its use in the prescribed manner or in a manner consistent with its nature.

Article 236 Effect of Continued Use Beyond Lease Term

Upon expiration of the lease term, if the lessee continues to use the lease item without objection by the lessor, the original leasing contract remains effective, provided that it becomes a non-term lease.

第十三章 租赁合同

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第二百一十二条 租赁合同是出租人将租赁物交付承租人使用、收益，承租人支付租金的合同。

第二百一十三条 租赁合同的内容包括租赁物的名称、数量、用途、租赁期限、租金及其支付期限和方式、租赁物维修等条款。

第二百一十四条 租赁期限不得超过二十年。超过二十年的，超过部分无效。租赁期间届满，当事人可以续订租赁合同，但约定的租赁期限自续订之日起不得超过二十年。

第二百一十五条 租赁期限六个月以上的，应当采用书面形式。当事人未采用书面形式的，视为不定期租赁。

第二百一十六条 出租人应当按照约定将租赁物交付承租人，并在租赁期间保持租赁物符合约定的用途。

第二百一十七条 承租人应当按照约定的方法使用租赁物。对租赁物的使用方法没有约定或者约定不明确，依照本法第六十一条的规定仍不能确定的，应当按照租赁物的性质使用。

第二百一十八条 承租人按照约定的方法或者租赁物的性质使用租赁物，致使租赁物受到损耗的，不承担损害赔偿责任。

第二百一十九条 承租人未按照约定的方法或者租赁物的性质使用租赁物，致使租赁物受到损失的，出租人可以解除合同并要求赔偿损失。

第二百二十条 出租人应当履行租赁物的维修义务，但当事人另有约定的除外。

第二百二十一条 承租人在租赁物需要维修时可以要求出租人在合理期限内维修。出租人未履行维修义务的，承租人可以自行维修，维修费用由出租人负担。因维修租赁物影响承租人使用的，应当相应减少租金或者延长租期。

第二百二十二条 承租人应当妥善保管租赁物，因保管不善造成租赁物毁损、灭失的，应当承担损害赔偿责任。

第二百二十三条 承租人经出租人同意，可以对租赁物进行改善或者增设他物。

承租人未经出租人同意，对租赁物进行改善或者增设他物的，出租人可以要求承租人恢复原状或者赔偿损失。

第二百二十四条 承租人经出租人同意，可以将租赁物转租给第三人。承租人转租的，承租人与出租人之间的租赁合同继续有效，第三人对租赁物造成损失的，承租人应当赔偿损失。

承租人未经出租人同意转租的，出租人可以解除合同。

第二百二十五条 在租赁期间因占有、使用租赁物获得的收益，归承租人所有，但当事人另有约定的除外。

第二百二十六条 承租人应当按照约定的期限支付租金。对支付期限没有约定或者约定不明确，依照本法第六十一条的规定仍不能确定，租赁期间不满一年的，应当在租赁期间届满时支付；租赁期间一年以上的，应当在每届满一年时支付，剩余期间不满一年的，应当在租赁期间届满时支付。

第二百二十七条 承租人无正当理由未支付或者迟延支付租金的，出租人可以要求承租人在合理期限内支付。承租人逾期不支付的，出租人可以解除合同。

第二百二十八条 因第三人主张权利，致使承租人不能对租赁物使用、收益的，承租人可以要求减少租金或者不支付租金。

第三人主张权利的，承租人应当及时通知出租人。

第二百二十九条 租赁物在租赁期间发生所有权变动的，不影响租赁合同的效力。

第二百三十条 出租人出卖租赁房屋的，应当在出卖之前的合理期限内通知承租人，承租人享有以同等条件优先购买的权利。

第二百三十一条 因不可归责于承租人的事由，致使租赁物部分或者全部毁损、灭失的，承租人可以要求减少租金或者不支付租金；因租赁物部分或者全部毁损、灭失，致使不能实现合同目的的，承租人可以解除合同。

第二百三十二条 当事人对租赁期限没有约定或者约定不明确，依照本法第六十一条的规定仍不能确定的，视为不定期租赁。当事人可以随时解除合同，但出租人解除合同应当在合理期限之前通知承租人。

第二百三十三条 租赁物危及承租人的安全或者健康的，即使承租人订立合同时明知该租赁物质量不合格，承租人仍然可以随时解除合同。

第二百三十四条 承租人在房屋租赁期间死亡的，与其生前共同居住的人可以按照原租赁合同租赁该房屋。

第二百三十五条 租赁期间届满，承租人应当返还租赁物。返还的租赁物应当符合按照约定或者租赁物的性质使用后的状态。

第二百三十六条 租赁期间届满，承租人继续使用租赁物，出租人没有提出异议的，原租赁合同继续有效，但租赁期限为不定期。