

Contract controlling in Building lease 2018 (New Act)

According to the Office of the Consumer Protection Board (PSC), there have been many complaints from tenants about the case. Contracts leased to the tenants to charge more in expensive water supply without any examined from government agencies or any law in any Control of such business.

In the past, Mr. Ganesh Took Poong, Deputy Secretary General, It is expected that the announcement of the contract committee on the lease of residential buildings is a contract control business. After the 90 days or about May, the business operator must cancel the old contract that was made to all tenants. Then come to the tenant to make a new contract. Under the new provisions promulgated in the law. If you do not follow will be punished immediately is not imprisonment, not eat one year, not more than one hundred thousand, or to both adjust a contract.

After that, Meetings and ongoing consideration to address such issues in this regard. The latest announcement has been issued by the Board of Directors on the contract for the lease of residential buildings to be the contracting business of 2018 on February 16, 2018, which will come into effect from 1 May 2561(2018)

The essence of this announcement. The operator must have five or more units in the same building. Many of the buildings, including condominiums, condominiums, apartments or other named residences. Held for rent as a residence. (Excluding dormitories under the dormitory law. And hotels under the law on hotels) shall be subject to this announcement.

By signing the contract, the operator must have a Thai text that can be seen and read clearly. Show details about operators, tenants and property leased. To be completely clear.

1. Name and address of the operator. And the authority of the contract.

Name and address of the tenant.

3. Name and location of the building.

4. Details about the condition of the building. The property and equipment of the building.

5. (Show start date and end of lease)

6. Rental Rate (Indicates how and when to pay rent).

Utility rates Like water supply Electricity, telephone charges (showing how and when to pay utilities)

Service rates, such as volume, electricity consumption and volume.

Tap water Pumping to increase the water pressure inside the building, only to the extent actually paid. And reasonably Show how and set the payment period.

9. Other expenses (if any). And reasonably

To show how and when to pay for the service.

10.

- The operator must submit the invoice under items 5-9 above to the lessee in advance not less than 7 days prior to the scheduled payment date. The tenant has the right to check information about such expenses. It appears on the invoices that the vendor invokes.

- The entrepreneur must prepare evidence of building condition. Include other facilities (if any) attached to the building lease agreement. Provide proof of building condition. One for the tenant to keep as evidenced.

- When the lease expires. Entrepreneurs are required to reimburse the insurer immediately. Unless the business operator wishes to investigate the damage the tenant is responsible for. If the tenant does not damage. The operator must return the deposit within 7 days from the date the lease expires and returned to occupying the building. The cost of returning the deposit must be paid in the manner that the tenant notifies.

- The tenant has the right to terminate the lease before the end of the lease. Must say A written notice to the operator in advance not less than 30 days, the tenant must not default or pay the rent. And there are reasonable grounds

- The breach of the contract is the essence of the lease that the entrepreneur has the right to terminate the contract. Must be specified by the operator specified in red or black letters or italics. More pronounced than the general message and termination the operator must provide a notice to the tenant. To comply with the lease within a period of at least 30 days from the date the lessee receives the letter and the lessee fails to comply with the notice. Entrepreneurs have the right to terminate the lease agreement.

- The lease must be made in two copies. With matching text and to entrepreneurs. Deliver one lease agreement to the lessee immediately upon signing the lease agreement.

There are also 13 prohibitions for entrepreneurs. The following terms and definitions apply.

Agreement to exclude or limit liability for breach of contract or breach of contract of the operator

2. The contract stipulates that the operator will charge the rental fee more than 1 month in advance.

3. The contract stipulates that the entrepreneur has the right to change the rental rate of the building. Utility tariff Cost of service and other pre-lease rates.

4. Contract terms that require business operators to collect insurance payments more than one month of rental rates when calculated on a monthly basis.

5. The contract stipulates that the entrepreneur has the right to forfeit the deposit or advance payment.

6. Contract terms that require operators or agents to inspect the building without notice. Tenants know ahead of time.

7. Agreement to set the tariff for electricity and water supply which more than the rate charged by operators and tap water from operators.

8. Contract Specification