

何謂「中斷租期條款」？ “BREAK CLAUSE”

住宅租約的租期在香港一般是以兩年為主。然而，一般租約通常會加入「中斷租期條款」，付予一方或雙方提早終止有關租約的權利。此權利可在若干情況下行使，例如其中一方只須給予另一方若干個月（一般為一至兩個月）的書面通知或代通知金，便可提前終止租約，但在發出該通知時，租客最少要租住滿某個期間（一般為12至14個月，視乎雙方協議而定）。

行使此權利並不會違反租賃協議。反之，假如租約上並未包含中斷租期條款，則視乎租約其他條款，業主與租客雙方都不能在租約期滿之前提早中斷租約。

目前，業主及租客普遍可透過協商享有此權利。中斷租期條款可為立約雙方提供更大的靈活性，但同時也因任何一方均可行使此條款，而要求更改租約條款（如租金金額）或甚至提早解約，而令租賃增添變數。



The term of a domestic tenancy in Hong Kong is generally two years. However, a “break clause” is often inserted into a tenancy agreement giving one or both parties the right to terminate the tenancy before the expiry of its term. This right can be exercised after certain happenings, such as issuing a written notice in advance of certain months (usually one or two months) or giving a payment in lieu, provided that by then the tenant has at least rented the property for a certain period (usually 12 to 14 months depending on the negotiation of both parties).

The exercise of this right is not a breach of the tenancy agreement. However, if a break clause is not included in the tenancy agreement, then both the landlord and the tenant shall, subject to the other terms of the tenancy agreement, have no right to terminate the agreement before its expiry.

It is now fairly common for both the landlord and the tenant to be given this right after negotiation. A break clause in the tenancy agreement provides greater flexibility for both the landlord and the tenant but it might also affect the stability of the tenancy as either party may seek revisions to the terms (e.g. the rental amount) of the lease or even surrender the tenancy after the right is exercised.

