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说法识法

一名租户与朋友租下一个组屋单位，两年租期结束后，房东在检查房子时处处挑剔，指多处须要维修，提出不合理费用，并拒绝归还押金。若遇到这类房东，租客可以通过什么方式讨回公道？本期《说法识法》邀请三位律师和房地产公司解答，并提醒租房者签租约时应留意什么细节。

上无理房东不还押金，若协商无果，租客可考虑调解，或通过法律途径索回押金。主张扣款的房东在过程中须证明这么做合法，且数额合理，不能借机牟利。

WMH律师事务所股权董事黄丽萍说，押金纠纷是租赁关系中常见的一类争议。一般上，租户支付的押金相当于一个月至三个月租金，具体取决于租约条款和期限，一般在租约结束后归还。这笔押金通常用于抵扣租户违约或对物业造成的损失，例如在租期内造成的屋内装置损坏、或退租时未结清的租金。

房东可从押金扣去的金额须依据租约执行，若条款过于广泛，可能被房东利用来谋取利益。因此，租约是否规定押金的退还款项也很重要，可避免房东无理长期扣留押金。

一旦发生争议，租户在有起诉理由的情况下，可视案件性质和争议金额，在小额索偿庭、国家法院或高庭提起诉讼。租户应先找律师检视租约，获取相应建议，如发出律师信、尝试调解或提起诉讼。

若租期不超过两年，涉及金额少于2万元，可入禀小额索偿庭。

伊莱雅士事务所合伙人郭义强说，小额索偿庭一般会在案件初期尝试调解双方争议，当事人可通过平台线上协商。若调解失败，案件会进入庭审程序。小额索偿庭不允许律师代理，程序简单、成本较低。

进入司法程序后，举证责任一般依照“谁主张，谁举证”的标准。房东若要扣款，须证明有权力这么做，且金额合理。一旦房东提供的证据成立，那么租户则须提出反驳。“例如，房东出示家具在租约前后的对比照，指租户损坏家具，那租户须证明这是自然磨损。”

房东只能扣除实际产生的费用，不得超额索赔或牟利。不过，房东没有义务选择最低报价，只须要确保总体费用合理，存在相当的酌情权或自由度。

信约律师事务所董事黄芊慧补充，租户须举证的内容也取决于租约条款。若租约规定房东须在合约到期后的特定期限内退还押金，那租户只须证明这个条款存在，以及房东并没有退款。随后，房东须证明扣款合法且合理。然而，若有关押金的条款另有规定，租户须证明的内容也可能不同。

不想打官司可先尝试调解

若不想对簿公堂，调解是解决纠纷的途径之一。

郭义强说，调解必须经双方同意才可进行，程序一般是先由双方提交陈述，随后参与由中立调解员主持、为期半天或一天的调解。调解员会协助双方厘清问题和顾虑，尝试找出各自的诉求，共同寻求解决方案。调解员也可单独与各方会谈，了解双方立场。除非当事人授权，调解员不会向另一方披露保密信息。

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无理房东扣押金不慌 协商无果再对簿公堂



插图 / 陈锐勤



黄丽萍：在签约前，租客和房东都应充分了解自己的法律权利和义务。
(受访者提供)



郭义强：进入司法程序后，房东必须证明扣款有依据，不能借机牟利。
(受访者提供)



黄芊慧：若单位被用来进行非法活动，房东可能被追究责任。
(信约律师事务所提供)



潘俊聪：租户可在房地产代理理事会的公共登记册，查询中介是否持有执照。
(ERA提供)

可提供调解的机构和平台包括：国家法院的法庭纠纷解决集群、新加坡调解中心，以及律师公会调解计划等。

签署租约前应细看条款

为避免日后纠纷，租客在签署租约时应仔细查看条款。郭义强指出，应注意的事项包括：

- 是否有一个月的缺陷保修期。
- 租客须承担的房屋与家具维修费是否设有上限，一般介于200元至500元之间，并确保责任范围不包括正常磨损。
- 房东可收回房屋并终止或提前解约的情形，如拖欠租金、租户破产，或经通知后仍持续违约等；是否包含合理通知期供租户纠正违约（如7天至14天）。
- 退租时租户应履行的条件，如清空房屋、重新粉刷或进行专业清洁。
- 租户违约、损坏房屋或提前解约须承担的赔偿责任，如按比率退回中介佣金、赔偿房东法律费用、复原房屋费用等，甚至可能包括未履行租约的部

分租金损失。

- 若租户可能会因工作外派而提前解约，确保租约包含相关条款和行使条件，如是否须在租期过半后才能行使，或须提供哪些证明文件。
- 租户是否享有不受干扰的房屋使用权。
- 房东是否负责所有维护费和房地产税，并确保如屋顶、天花板等房屋结构处于良好、可租用状态。
- 争取押金在租约到期或提前终止后的14天内返还。
- 尽可能采用房地产经纪的租约范本，因范本内容多依市场惯例拟定，对双方较为公平，也可参考房地产代理理事会的租约范本。

黄丽萍提醒，双方在签约前应充分了解自身法律权益，若有疑问应尽早核查，或咨询律师获取专业建议。

黄芊慧则强调：“无论是房东还是租户，都应妥善保留所有书面记录，包括付款收据、房屋在交接时的照片、家具清单、以及有关维修事宜的沟通。一旦发生纠纷，掌握更全面书面证据的一方，通常更具优势。”

房屋一旦出租，房东便不可随意进入租客的私人空间，多数租约也保障租客在租期内能够不受房东的无理干扰。

黄芊慧说，大多数租约规定租客有“平静享用权”(quiet enjoyment)，意味着房东一般不得在未经租户同意下进入租户的房间。若房东明显侵犯租客的这项权利，构成违约，租户便有合理理由提前解约，且无须支付违约金或赔偿金。

然而，这并不意味着租户可单方面认定房东不合理就直接退租。对于租户而言，最好在采取任何重大行动之前与房东沟通，明确双方界限。若沟通无效，租户可向社区调解中心这类机构寻求帮助。

黄丽萍补充，特定情况下，如进行必要维修或检查，或发生紧急情

应直接与屋主 签订租房合约

若不慎租下二房东转租的房子，应尝试直接与屋主协商，取得同意转租的书面证明，或直接与屋主签订合约。

郭义强说，若租客发现不慎从二房东手里租下房子，那么应尝试联系屋主，获得转租的书面同意，同时从二房东那里获取书面确认。

若二房东拖欠房租，屋主有权赶走租客。法律上，租客可起诉二房东索赔，要求搬家费用、租下相同类型房屋的租金差价等。但现实中，二房东多半无力偿还，起诉对方可能没有实际价值。因此，租户应尝试与屋主协商，争取直接签订租约。

为避免陷入这种情形，事前审查至关重要。郭义强指出，尽量通过房地产经纪租房，因为他们通常会确认客户对物业拥有合法出租权。其次，要求租约须经国内税务局盖章，如此房东信息留存在官方记录，可能让意图违规转租者改变念头。

租客也可通过土地管理局申请查询物业的产权信息，以核实注册业主。

ERA法律与合规执行副总裁潘俊聪说，租户可在房地产代理理事会的公共登记册查询经纪使用的手机号码，以核实对方是否持有执照。若查询不果，则表明电话号码并未在理事会注册。

若未经屋主允许 转租房子视为违反租约

黄丽萍说，未经屋主允许下转租房子，将视为违反租约，房东有权终止合约、没收押金、要求相关人员撤离，并就遭受的损失索赔。若涉及组屋，二房东可能被当局禁止租出组屋单位超过五年。

黄芊慧指出，若单位被用来进行非法活动，而房东完全不知情，一般无须承担刑事责任。不过，若房东参与其中、刻意视而不见，或未尽合理审查义务，那么可能被追究。

“为降低风险，房东应核查所有居住者身份和签证等、与租户见面核查身份与证件是否相符、在租约中加入允许定期检查条款，确保房屋未被用于非法用途。”

房东不能随意进入租客私人空间

房东有权限进入房间。“租户签约时应确认房东进入前是否须提前通知等相关条款，以及了解公共空间和设施的使用范围。”

若租户把不愉快的租房经历发布在网上，也可能会面临法律风险。黄芊慧解释，此举是否违法须视具体情况而定。

首先，即便贴文仅提及租赁地址而未直接指名道姓，若房东身份能因此被识别，租户可能面临“肉搜起底”(doxxing)的法律追责。其次，若贴文在内容或数量上构成骚扰，租户也可能须承担相应责任。如果贴文的内容包含贬损且不实陈述，房东则可起诉租户诽谤。

她提醒，有意在网上公开申诉的租户，在按下发布键前，最好先寻求专业的法律意见。

Knowing the Law Through Real Cases: Don't Panic When an Unreasonable Landlord Withholds Your Deposit — Go to Court Only If Negotiations Fail

Yao Kejia

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A tenant and a friend rented an HDB flat. After the two-year lease ended, the landlord was overly critical during the inspection, claiming that many areas required repairs, proposing unreasonable charges, and refusing to return the security deposit. If tenants encounter such a landlord, what options do they have to seek justice? In this episode of *Knowing the Law Through Real Cases*, three lawyers and a real estate company are invited to share their views and to remind renters what details they should pay attention to when signing a tenancy agreement.

If negotiations with an unreasonable landlord over the return of a security deposit fail, tenants may consider mediation or pursuing legal action to recover the deposit. The landlord who claims deductions must prove that such deductions are lawful and reasonable, and must not use the process as a means to profit.



Huang Liping, an equity director at WMH Law Corporation, said that disputes over security deposits are a common type of conflict in landlord-tenant relationships. Generally, the deposit paid by a tenant amounts to one to three months' rent, depending on the terms and duration of the tenancy agreement, and is usually returned at the end of the lease. This deposit is typically used to offset the tenant's breach of contract or damage to the property, such as damage to fixtures and fittings during the tenancy, or unpaid rent at the time of move-out.

The amount a landlord can deduct from the security deposit must be in accordance with the tenancy agreement. If the terms are too broad, they could be exploited by the landlord for personal gain. Therefore, it is



Huang Liping: Before signing the lease, both tenants and landlords should fully understand their legal rights and obligations. (Provided by the interviewee)

also important for the lease to specify a timeframe for the return of the deposit, which can prevent the landlord from unreasonably withholding it for an extended period.

Once a dispute arises, tenants who have grounds to sue can file a claim in the Small Claims Tribunal, the State Courts, or the High Court, depending on the nature of the case and the amount in dispute. Tenants should first consult a lawyer to review the tenancy agreement and obtain appropriate advice, such as sending a lawyer's letter, attempting mediation, or initiating legal action.

If the tenancy is no longer than two years and the amount involved is less than S\$20,000, the case can be brought to the Small Claims Tribunal.

Guo Yiqiang, a partner at Harry Elias Partnership LLP, said that the Small Claims Tribunal generally attempts to mediate disputes at the early stage of the case, and parties can negotiate online through the platform. If mediation fails, the case proceeds to a hearing. Lawyers are not allowed to represent parties in the Small Claims Tribunal, making the process simpler and less costly.

Once a case enters the legal process, the burden of proof generally follows the principle of "he who asserts must prove." If a landlord wishes to make deductions from the deposit, they must prove that they are entitled to do so and that the amount is reasonable. If the landlord's evidence is valid, the tenant must then present a rebuttal.

For example, if the landlord provides before-and-after photos of furniture and claims that the tenant damaged it, the tenant must show that the wear and tear is due to normal use.

A landlord can only deduct actual expenses incurred and may not claim excessive amounts or profit from the deductions. However, the landlord is not obligated to choose the lowest possible quote; they only need to ensure that the overall costs are reasonable, leaving them a fair degree of discretion.

Huang Qianhui, a director at Xin Yue Law Firm, added that what the tenant needs to prove also depends on the terms of the tenancy agreement. If the lease specifies that the landlord must return the deposit within a certain period after the contract ends, the tenant only needs to show that this



Guo Yiqiang: "Once the matter enters judicial proceedings, the landlord must prove that the deductions are justified and the amounts are reasonable, and must not use the opportunity to profit." (Provided by the interviewee)



Huang Qianhui: If a property is used for illegal activities and the landlord participates, deliberately turns a blind eye, or fails to exercise reasonable due diligence, they may be held liable. (Provided by XinYue Law Firm)

clause exists and that the landlord has failed to refund the deposit. The landlord would then need to prove that any deductions are lawful and reasonable. However, if the agreement contains different provisions regarding the deposit, the tenant's burden of proof may vary accordingly.

Mediation as an Alternative to Litigation

If tenants prefer not to go to court, mediation is one way to resolve disputes.

Guo Yiqiang said that mediation can only proceed with the agreement of both parties. The process generally starts with each side submitting a statement, followed by a half- or full-day mediation session led by a neutral mediator. The mediator helps both parties clarify issues and concerns, identify their respective needs, and work together to find a solution. The mediator may also meet with each party individually to understand their positions. Unless authorized by the parties, the mediator will not disclose confidential information to the other side.

Organizations and platforms that provide mediation include the State Courts' Court Dispute Resolution Cluster, the Singapore Mediation Centre, and the Law Society's Mediation Scheme.

Carefully Review Lease Terms Before Signing

To avoid future disputes, tenants should carefully review the lease before signing. Guo Yiqiang highlighted the following points to watch for:

- Defect warranty period: Check whether a one-month defect warranty is provided.
- Maintenance costs: Confirm whether there's a cap on tenant liability for property and furniture repairs, generally between S\$200–S\$500, and ensure normal wear and tear is excluded.
- Landlord's right to terminate: Verify the circumstances under which the landlord may repossess the property or terminate the lease early (e.g., overdue rent, tenant bankruptcy, persistent breaches), and whether a reasonable notice period (e.g., 7–14 days) is provided for the tenant to remedy the breach.
- Move-out obligations: Clarify tenant responsibilities at the end of the lease, such as vacating the property, repainting, or arranging professional cleaning.
- Tenant liability for breaches: Understand the compensation tenants may owe if they breach the lease, damage the property, or terminate early, including proportional return of agency fees, legal costs, restoration expenses, and potentially unpaid rent for the unfulfilled portion of the lease.
- Early termination for work assignments: Ensure the lease includes relevant clauses and conditions for early termination due to work relocation, such as whether it can only be exercised after half the lease term or what documentation is required.

- Quiet enjoyment: Confirm that tenants have the right to undisturbed use of the property.
- Landlord responsibilities: Check that the landlord is responsible for all maintenance costs and property taxes, and that the property structure (e.g., roof, ceiling) is in good, rentable condition.
- Use standard real estate lease templates whenever possible: These templates are generally drafted based on market practices, making them fairer for both parties. Tenants and landlords can also refer to the Real Estate Agency Council's lease templates.

Huang Liping reminds both parties to fully understand their legal rights before signing the lease. If there are any doubts, they should verify details early or consult a lawyer for professional advice.

Huang Qianhui emphasizes:

“Whether you are a landlord or a tenant, you should carefully keep all written records, including payment receipts, photos of the property during handover, furniture inventories, and communications regarding maintenance. In the event of a dispute, the party with more comprehensive documentation usually holds the advantage.”

Landlords Cannot Enter Tenants' Private Spaces at Will

Once a property is rented, landlords generally cannot enter a tenant's private space at will. Most leases also protect the tenant from unreasonable interference by the landlord during the tenancy.

Huang Qianhui explains that most leases include a “right to quiet enjoyment,” meaning landlords generally cannot enter a tenant's room without consent. If a landlord clearly infringes on this right, it constitutes a breach of contract, giving the tenant reasonable grounds to terminate the lease early without paying penalties or compensation.

However, this does not mean tenants can unilaterally deem the landlord unreasonable and leave the property. Tenants are advised to communicate with the landlord first to clarify boundaries. If communication fails, tenants can seek assistance from organizations such as the Community Mediation Centre.

Huang Liping adds that in certain circumstances—such as necessary repairs, inspections, or emergencies—the landlord may have the right to enter the property. “Tenants should confirm at the time of signing whether the landlord must provide advance notice before entering, and understand the rules for using common areas and facilities.”

Posting Rental Complaints Online

Tenants who post negative rental experiences online may face legal risks. Huang Qianhui explains that whether it is illegal depends on the specific circumstances:

Even if a post only mentions the rental address without naming the landlord, if the landlord can be identified, the tenant may face legal liability for doxxing.

If the posts constitute harassment in content or frequency, the tenant may also bear legal responsibility.

If the posts contain false or defamatory statements, the landlord could sue the tenant for defamation.

She advises tenants who intend to publicly complain online to seek professional legal advice before posting.

Lease Directly with the Property Owner

If a tenant accidentally rents from a sublandlord, they should try to negotiate directly with the owner to obtain written consent for subletting, or ideally, sign a lease directly with the owner.

Guo Yiqiang explains that if tenants realize they rented from a sublandlord, they should contact the owner to obtain written consent for subletting and also get written confirmation from the sublandlord.

If the sublandlord defaults on rent, the owner has the right to evict the tenants. Legally, tenants may sue the sublandlord for moving costs or the difference in rent for a similar property, but in reality, sublandlords often lack the ability to pay, making legal action impractical. Tenants should therefore try to negotiate directly with the owner for a direct lease.

To avoid such situations, prior verification is crucial. Guo Yiqiang suggests:

Rent through licensed real estate agents, as they usually confirm the client has legal authority to lease the property.

Ensure the lease is stamped by the Inland Revenue Authority so that the landlord's information is recorded officially, which may deter illegal subletting.

Tenants can also request property ownership information from the Land Authority to verify the registered owner.

Pan Juncong, ERA's Vice President of Legal & Compliance, notes that tenants can check the public register of the Real Estate Agency Council to verify whether the agent's phone number is registered. If it cannot be found, it indicates the number is not registered with the Council.



Unauthorized Subletting Constitutes Lease Breach

Huang Liping states that subletting without the owner's consent is a breach of lease. The landlord has the right to terminate the lease, forfeit the deposit, request evacuation, and claim losses. In the case of HDB flats, sublandlords may be prohibited by authorities from renting out flats for up to five years.

Huang Qianhui adds that if the unit is used for illegal activities without the landlord's knowledge, the landlord is generally not criminally liable. However, if the landlord participates, knowingly ignores the activity, or fails to conduct reasonable checks, they may be held accountable.

“To reduce risks, landlords should verify the identity and visa status of all occupants, meet tenants in person to confirm their identification documents, and include clauses in the lease allowing periodic inspections to ensure the property is not used for illegal purposes.”

Pan Juncong: Tenants can use the phone number listed in the agent's advertisement to check the agent's licensing status in the Real Estate Agency Council's public register. (Provided by ERA)