SOCIALIST REPUBLIC OF VIETNAM
Independence - Freedom - Happiness

[Place], [date]

CIVIL LAWSUIT PETITION

(Re: Apartment lease dispute - recovery of the security deposit and compensation for the lessor's unilateral early termination and unauthorized early lock change)

To: THE REGIONAL PEOPLE'S COURT No. [...] - [PROVINCE/CITY]

I. THE PLAINTIFF

- Full name: [PLAINTIFF'S FULL NAME] - Date of birth: [dd/mm/yyyy] - Nationality: [nationality]
- Passport No.: [passport number], issued on [dd/mm/yyyy], valid until [dd/mm/yyyy].
- Phone: [phone] - Email: [email]
- Residence during the lease: [apartment address].
- Current contact address: [contact address].

II. THE DEFENDANT

- Full name: Mr./Ms. [DEFENDANT'S FULL NAME]
- ID card / Citizen ID / Passport No.: [ID number, if known]
- Phone: [phone]
- EVN electricity customer code: [if available; helps identify the owner]
- Permanent residence: [defendant's permanent address].

On jurisdiction: pursuant to Article [...] of the contract (dispute-resolution clause) and Article 40.1(g) of the 2015 Civil Procedure Code (the place of performance of the contract), the plaintiff files this lawsuit at the Regional People's Court No. [...] - [province/city]; as a case involving a foreign element, it falls within the jurisdiction of the Regional People's Court (applicable from 01/7/2025).

III. STATEMENT OF FACTS

1. On [dd/mm/yyyy], [I/we (.. tenants)] signed a contract to lease the apartment at [apartment address] with Mr./Ms. [lessor's name]. The lease term is [..] months, from [dd/mm/yyyy] to the end of [dd/mm/yyyy]; rent is [amount]/month, paid [..] months in advance; a deposit of [amount] (equal to [..] month's rent). (CC 1)

2. During the lease, the lessor [describe the breaches, e.g. let the electricity and water be cut off by not paying the building management; did not provide an access card; did not repair defects]. On [dd/mm/yyyy] we had to hire a service ourselves to repair [item] at a cost of VND [..]. (CC 10, CC 11)

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3. We paid the rent and all electricity, water and service charges in full: [list each item, amount and payment date]. [If applicable: the lessor collected a charge but did not remit it, so we had to pay VND [..] a second time on [dd/mm/yyyy].] (CC 6, CC 7, CC 8, CC 9)

4. On [dd/mm/yyyy], the lessor offered to return only VND [..] of the total deposit of VND [..], on the ground that [lessor's stated reason] - a ground that is not in the contract and caused no damage to the apartment. We did not accept this baseless partial refund. (CC 4)

5. On [dd/mm/yyyy] - while the contract was still in effect (until [dd/mm/yyyy]) - the lessor changed the apartment locks / lock code without any notice, depriving us of our lawful right to occupy the residence. This constitutes a unilateral early termination of the contract by the lessor. (CC 2, CC 3, CC 12)

6. To date, the lessor still withholds the deposit, has not returned the portion exceeding the actual costs, and avoids contact. (CC 5, CC 14)

IV. BREACHED CONTRACT PROVISIONS

- Article [...] (deduction and refund of the deposit): the contract allows only deduction of actual costs and then return of the balance; the lessor kept VND [..] while the actual costs were only about VND [..].

- Article [...] (repair obligation): the lessor must repair damage not caused by the tenant; we had to pay VND [..] ourselves.

- Article [...] (unilateral termination): if the lessor terminates the contract early while the tenant has not breached it, the lessor must refund the deposit and the unused rent and pay additional compensation equal to the deposit. [Check the exact clause in your contract.]

- Article [...] (dispute resolution): disputes are resolved at the [...] Court.

V. CLAIMS

We respectfully request the Honourable Court to accept the case and compel the defendant to perform the following obligations:

1. Refund the security deposit paid at the signing of the contract: VND [..] (CC 1).

2. Refund the rent paid but not used: VND [..] ([number of] days x VND [daily rate]/day, from the lock change to the end of the lease term).

3. Pay compensation equal to the security deposit for the defendant's unilateral early termination of the contract (under Article [...] of the contract): VND [..].

4. Reimburse VND [..] for the repair of [item] that we paid ourselves on [dd/mm/yyyy] - the repair being the defendant's responsibility under Article [...] of the contract (CC 11).

5. [If applicable] Reimburse VND [..] [charge the defendant collected but did not remit to the management company] (CC 8, CC 14).

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We agree to deduct the electricity and water actually used in the final period: ([final reading] - [initial reading]) kWh x VND [rate]/kWh ≈ VND [..]; water ≈ VND [..]; total deduction ≈ VND [..] (CC 3).

Summary of claims: items (1)+(2)+(3)+(4)+(5) = VND [..]; less the electricity + water deduction ≈ VND [..].

Total value claimed (after deduction): about VND [..], not including the late-payment interest, interpreter fees and the notarization and bailiff-record costs set out below.

In addition, we request the Honourable Court to order the defendant to bear the following:

6. Late-payment interest on the withheld deposit (VND [..]), at 10%/year (Articles 357 and 468 of the 2015 Civil Code), calculated from [dd/mm/yyyy] (the date it should have been refunded) to the date of actual payment. Calculation: [deposit] x 10%/year = VND [..]/year = VND [..]/day.

7. Reimbursement of interpreter and translation fees incurred to understand the case file and take part in the proceedings: VND [..].

8. Notarization and certification of documents and bailiff-record (vi bang) costs incurred for this lawsuit (per actual invoices and receipts).

9. Other reasonable expenses arising in the course of resolving the case (travel, postage, document copying) - per actual receipts.

10. All first-instance civil court fees (Article 147 of the 2015 Civil Procedure Code).

Note: items (6)-(10) above (late-payment interest, interpreter fees, notarization/certification, other costs, court fees) will be determined and finalized precisely upon conclusion of the case, based on the actual time and supporting documents.

Legal basis: Articles 328, 351, 357, 418, 419, 468 of the 2015 Civil Code; Articles 26, 35, 39, 40, 147, 186, 189 of the 2015 Civil Procedure Code; and the contract provisions cited above.

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VI. ATTACHED DOCUMENTS & EVIDENCE

General principle: all evidence is submitted as plain photocopies, not certified; only the plaintiff's passport is submitted as a certified copy. Screenshots and photographs: color photocopies; documents (the contract, temporary residence registration): black-and-white photocopies; videos: electronic data. Each item of evidence is submitted in 02 sets (01 set filed with the Court, 01 set for comparison). The CC numbers below are recorded exactly as labeled on each image.

A. Accompanying documents:

- Lawsuit petition: original (wet-ink signature), in 02 versions: a Vietnamese version and an English version.
- The plaintiff's passport: certified copy (only the plaintiff's passport needs certification).
- Notice of the lawsuit (sent to the defendant): photocopy, together with the ViettelPost tracking number confirming delivery to the defendant.

B. Evidence (numbered CC, cited in Part III):

- CC 1 - Apartment lease contract (bilingual, if available): plain photocopy.
- CC 2 - Lock-change warnings (from the agent, the building management), [..] images (CC 2.1, CC 2.2 ...). Type: color photocopy.
- CC 3 - Electricity meter photos at the start and end of the period, [..] images. Type: color photocopy. Plus a video [description]: electronic data (original to be brought for comparison).
- CC 4 - Messages in which the lessor offers only a partial deposit refund and the reason given, [..] images. Type: color photocopy.
- CC 5 - Payment-demand letter (ultimatum) sent to the defendant but receiving no reply. Type: color photocopy.
- CC 6 - Receipts for rent, electricity and water payments (VND [..]). Type: color photocopy.
- CC 7 - Electricity/water bills and payment receipts. Type: color photocopy.
- CC 8 - Receipt for charges paid to the building management company (VND [..]). Type: color photocopy.
- CC 9 - Exchanges with the building management about utility cut-offs and service charges. Type: color photocopy.
- CC 10 - Messages requesting the access card and reporting defects. Type: color photocopy.
- CC 11 - Repair receipt paid by the tenant (VND [..]). Type: color photocopy.
- CC 12 - Recording of the meeting with the lessor on [dd/mm/yyyy] (audio/video): electronic data (original to be brought for comparison).
- CC 13 - Temporary residence registration at the apartment: plain photocopy.
- CC 14 - Additional evidence (transaction statements, call history ...): color photocopy.

Pending the Honourable Court's consideration and resolution, we sincerely thank you.

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[Place], [date]

THE PLAINTIFF

(Signature and full name)

[Full name]

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