

Common Issues Q&A

If you are concerned about legal issues
please do not hesitate
to call Houterasu

Houterasu Multilingual Information Service

0570-078377

Weekdays (excluding year-end and New Year holidays) 9 am - 5 pm
The interpreter will connect you to your preferred Houterasu office and interpret
for you.

◆Supported languages◆

English, Chinese, Korean, Spanish, Portuguese, Vietnamese
Tagalog, Nepali, Thai, Indonesian

- Call charges depend on the type of phone you are using, contract and distance.
- This number cannot be reached from overseas.
- Indonesian language support will be available starting January 2021.

The Japan Legal Support Center (Houterasu)
is a national public corporation.

For more information, please visit the Houterasu website.

<https://www.houterasu.or.jp/en/index.html>



Residences

Since I forgot to pay my rent, my landlord told me to vacate my room. Do I have to vacate my room?

Needing to relinquish your room depends on whether there is a non-payment of rent such that the relationship of trust between the lessor and lessee is breached. Generally, the relationship of trust is recognized to be breached when rent isn't paid for three months or more.

Therefore, you do not need to vacate your room just from failing to pay the rent once. Even if you have a special contract where you must vacate immediately in the case of one instance of failing to pay rent, it is possible to nullify it.

For more information, please consult with a specialist such as a lawyer or judicial scrivener.

When I was vacating my apartment, the wallpaper behind the refrigerator was lightly darkened from an electrical burn. The landlord found it and charged a fee for replacing the wallpaper. Do I have to pay it?

The lessee has an obligation to restore the property to its original condition before moving in when vacating a leased property.

The obligation to restore the property to its original condition is generally said to mean restoring it from damage, stains, and wear caused by intention or negligence of the lessee, the breach of duty of care normally expected of the lessee, or other use beyond a normal degree. It does not mean to "restore it to a new condition." Therefore, the lessee does not have to bear the cost of repairing damage, stains, and wear caused by so-called aging and normal usage as it is included in the rent.

Thus, since electric burning of the wallpaper behind electric appliances such as refrigerators occurs within the normal lifestyle of a lessee, generally the lessor is obliged to fix it, not the lessee. However, whether or not it is considered a breach of the obligation to restore the property to the original state depends on the condition of the rented property and the usage of the lessee, so we advise consulting with a lawyer or judicial scrivener for more information and bringing them the lease contract, disclosure statement, photos taken at the time of moving in and out, and estimate of repair fees of equipment and cleaning fees.

Borrowing and Lending Money

I lent money to a colleague at work, but they are saying they don't need to pay me back because they don't have a written acknowledgment of debt. What should I do?

As long as the borrower agrees to return the money to the lender, it constitutes a contract for lending and borrowing money (loan agreement) even if there is no written acknowledgment of debt.

Therefore, the lender can request the borrower to pay back the money on the deadline for returning it even if they don't have a written acknowledgment of debt. If the borrower refuses to pay back the money, the lender can request payment via certified mail, or use civic mediation or civic court proceedings.

However, when using court procedures such as civil procedures, the lender must prove that the borrower agreed to return the money (a loan agreement was established). A written acknowledgment of debt that describes the parties of the contract, the amount of money lent, the borrower's receipt of money, the method and deadline for repayment, etc. is one strong piece of evidence of the lent money.

Even if you do not have a written acknowledgment of debt, you may be able to prove the establishment of a loan agreement with other evidence such as a testimony from an acquaintance who was present at the place of borrowing or an email, so you should consult with a lawyer or judicial scrivener.

I'm worried because I can't repay my debt. What should I do?

If you can't repay your debt, your income and spending are out of balance. We recommend organizing the debt (debt consolidation). If you find it difficult to do it yourself, consider consulting with a specialist to organize it.

In order to consolidate debt, first you need to confirm the exact amount of the entire debt, including not only borrowed money (debt) but also various unpaid or defaulted amounts, etc.

If you have been paying back money at a high interest rate for many years, you may have overpaid interest (overpayment) if you recalculate at the interest rate that you should have paid. If you have overpaid, you may be able to get it back and settle your debt.

On the other hand, if there is no overpayment, or there is still a debt even after the overpayment is settled, the remaining debt can be organized via voluntary arrangement, debt settlement, or voluntary bankruptcy, etc.

Voluntary arrangement means that a lawyer or judicial scrivener specialist directly negotiates with a financial institution and decides the future payment amount and method regardless of court procedures. Since it is just a procedure of resolving the issue via discussion, there may be cases where an agreement isn't reached and can not be arranged voluntarily.

Debt settlement is a court procedure. The total amount of debt will be reduced by the method stipulated by the Civil Rehabilitation Act. After that, in principle, the reduced amount shall be repaid in installments for 3 years. In addition, there is a special rule that you do not have to let go of a residence where you have a mortgage. However, in order to use debt settlement, a certain amount of regular income is required.

Voluntary bankruptcy is also a court procedure. The purpose is to have you excuse (exempt) the repayment when the amount of debt (loan, delinquency, etc.) is large with respect to your assets or income and you cannot repay it. If you have high-value assets such as real estate, they should be converted into cash and distributed to each creditor before any exemption procedure. There would not be any liquidation of daily necessities that are essential to daily life.

Borrowing from a business operator who does not register as a money lending business or an illegal business operator who lends at an interest rate higher than one stipulated by law is invalid.

A friend asked me to be a guarantor for their debt. I still have not agreed to it, but what should I be aware of?

You should carefully check the contract regarding the content of the guarantee contract, such as the amount to be guaranteed, the validity period, and the type of guarantee, and carefully consider whether you can really uphold your duty as a guarantor in the case that your friend (main debtor) is not able to pay the main debt.

In addition to ordinary guarantees, there are types of guarantees such as joint guarantees that bear the debt jointly with the main debtor, and basic guarantees that continuously guarantee unspecified debt within a certain range (limits of guarantee), for which there are different guarantee obligations.

Neither guarantee contract will be effective unless it is made in writing (or an electromagnetic record of that content). In particular, when an individual becomes a guarantor of the main debt for a business, the intent of guaranteeing must be confirmed by a notarized deed, except in certain cases such as when an officer or director of the main debtor becomes a guarantor. In addition, the main debtor is obliged to provide information to the person being requested to become a guarantor regarding their assets and income and expenditure status, the existence/content of other debts, and the existence/content of other collateral. Based on this information, you should carefully consider the high risk of becoming a guarantor.

Regarding Family

I'm considering a mutual divorce agreement with my Japanese spouse. What procedures are necessary?

If one of the spouses is a Japanese person living in Japan, Japanese civil code applies where you can have a mutual divorce agreement. A mutual divorce agreement is carried out by submitting a divorce notice and a copy of the family registry (not required if you live in the same municipality as your registered residence) to a municipal office.

However, not many countries have adopted a mutual divorce system in which a divorce is established only by agreement between the parties. Therefore, if a mutual divorce is not permitted under the law of the foreign spouse's home country, a situation arises in which "a divorce is established in Japan, but not been established in the foreign spouse's home country." Therefore, even if the parties have agreed to a divorce, it is necessary to use a procedure that involves the court (mediated divorce, divorce by Family Court arbitration, divorce by trial) instead of a mutual divorce. For information on the handling and legal system of the home country of foreign spouses, please contact the applicable consulate in Japan.

In addition, it is necessary to carefully arrange custody, child support, division of property, compensation, etc. in the event of a divorce, so please consult a lawyer.

I was living in Japan with a status of residence of "Spouse or Child of Japanese National" but can I stay in Japan even after the divorce?

First of all, if a foreign national residing under the status of residence of "spouse or child of Japanese national" or "spouse or child of permanent resident" divorces their spouse, they need to go to the local immigration office or notify the Minister of Justice by mailing a notice to the Tokyo Regional Immigration Bureau within 14 days of the divorce. If you do not follow this procedure, there is a risk of losing your status of residence.

Next, apply for a change to another status of residence for which you believe you meet the requirements.

If it is confirmed that a foreigner who wants permanent residence has a child with a Japanese spouse who is underage and not married, and is raising and taking custody of the child as a parent, and it is necessary for them to continue to support them in Japan, they may be permitted to change their status of residence to "long term resident."

In addition, even if the above conditions are not met, if you have had a long residence period as a "spouse or child of Japanese national" you may be permitted to change your status of residence, whereby the "special reason" that is required for "long term resident" is recognized.

If you are concerned about your status of residence, it is advisable to consult a lawyer or other specialist and receive appropriate advice based on judicial precedents or from the Immigration Bureau of Japan.

I am suffering from violence from my spouse. What should I do?

Violence from a spouse (domestic violence) is a serious violation of human rights, that may constitute a crime. If you feel that you are in danger, first consult the police or a spousal violence counseling and support center (there are various names such as women's centers and the gender equality centers) and ask for help. At a spousal violence counseling and support center, you can consult with them about moving into a temporary shelter. In addition, it is advisable to report to the Immigration Bureau of Japan that you are suffering from domestic violence in case your spouse does not cooperate regarding procedures related to residence such as extension of the residence period going forward.

In some cases, you can apply to a district court to issue an order prohibiting your spouse from following you or wandering near your residence or workplace (access prohibition order), or an order to temporarily remove your spouse from your residence (expulsion order), an access prohibition order for your child(ren), an access prohibition order for your relatives, or a telephone prohibition order. You can also file for criminal prosecution if your spouse commits violence to you or if you are injured by the violence. We recommend that you consult a lawyer about the procedure and what you can do legally.

In addition, Houterasu provides legal counseling on the prevention of further damage to those who are victims of domestic violence regardless of their income or assets (legal consultation for the victims of specific crimes). If you would like to use this service, please call the multilingual information service (0570-078377) and inquire with the nearest local office of Houterasu (if you can speak in Japanese, the Crime Victim Support phone number (0570-079714) is also available).

Workplace Issues

My workplace won't pay me my salary. What should I do?

You can consider the following measures.

- 1) Request your salary from your employer by certified mail.
- 2) Report to the Labor Standards Inspection Office, requesting them to advise your employer.
- 3) File a lawsuit or labor trial proceeding seeking payment of unpaid wages to a court.

Since the employer is obliged to pay the worker wages as compensation for the labor, if the employer does not pay the wages, they are violating the labor contract.

However, the right to claim wages has a statute of limitations. If two years (*) have passed from the wage payment date, the statute of limitations will apply and you will no longer be able to claim wages.

*The Labor Standards Act has been amended regarding the statute of limitations on wages that should be paid after April 1, 2020. Although the provision stated "5 years," it was set to "3 years" for the time being as a transitional measure.

It would be a good idea to consult with a specialist such as a lawyer on procedures to take.

My company asked me, "Could you voluntarily leave the company?" Do I have to cater to that?

Even if you are advised to leave the company, it is up to you to accept it, and there is no obligation to do so. If you don't intend to quit, it's important to be clear about it.

If the company makes you wrongly believe that there was a disciplinary reason for your leaving, or if you are trapped in a private room and relentlessly forced to leave, you may insist on nullifying the declaration of intent to leave.

In addition, if you are relentlessly forced to leave even though you told them that you did not intend to quit, you may be able to claim damages based on tort.

It is a good idea to take notes or record the way in which you were made to leave to keep evidence of it. We recommend that you consult with a lawyer as soon as possible about how to preserve evidence and how to deal with the company. If you need the cooperation of the company regarding your status of residence, it is important to get advised as soon as possible while you still have enough time left in your residence period.

I am being bullied at work (harassment, power harassment). What should I do?

“Workplace bullying and harassment” refers to acts that worsen the working environment or violate working rights or privileges such as honor, privacy, physical safety, and freedom of action of workers by causing mental or physical distress to workers who are in a weak position due to their work status or relations.

"Workplace power harassment" refers to mental and physical harassment or worsening of the working environment beyond an appropriate scope of the work, based on the hierarchy in the workplace such as job status and relations with those who work in the same workplace. This includes not only what is done from the boss to the subordinates, but also what is done between seniors/juniors, colleagues, and even from subordinates to the boss.

The employer is obliged to take care to maintain a comfortable working environment for workers, and if they do not take appropriate measures against bullying, they will be liable for damages as a violation of this obligation. Therefore, as a response to bullying, you can apply for provisional measures requesting not only the person who is bullying but also the employer to stop those acts, or to claim compensation for damages. If you are being bullied at work, it is recommended that you keep notes or make a recording of it to preserve evidence.

In addition, regarding various types of bullying and harassment in the workplace, it would be a good idea to consult with a specialist such as a lawyer or the prefectural labor bureau.

I had an accident while driving a company car for work. The company is asking for compensation. Do I have to cater to that?

Unless it is a serious mistake on the part of the worker, such as driving under the influence of alcohol, it is highly likely that the company's claim is not acceptable. Even if there is an established fine or penalty for work mistakes, the provision does not apply here.

Even if the company's claim is approved, it does not mean that you have to pay the full amount of the damage. Don't give in too easily.

In addition, the company is not allowed to deduct compensation from your salary without permission. If they deduct compensation without permission, you can claim the difference.

Houterasu Information Services and Civil Legal Aid

What kind of services can I receive by calling the multilingual information services of Houterasu?

Users who speak a foreign language as their native tongue can use these services if they wish to get information on the Japanese legal system or consultation services.

This is done via a three-way call between the user, interpreter and Houterasu staff member. In the three-way call, the user calls the phone number of the multilingual information service (0570-078377), the interpreter transfers the call to the user's preferred local office or branch, and the user and Houterasu staff member have a three-way call through the interpreter.

If you want to know specific methods of solving legal issues, you need legal advice from an expert. In the multilingual information service, we will introduce you to points of contact that will help you solve issues including Houterasu's free legal consultation services.

Can anyone get free legal consultation from Houterasu?

Houterasu provides free legal consultation to those who have problems with private or domestic affairs but cannot receive legal assistance from lawyers and judicial scriveners due to lack of money (civil legal aid/legal consultation aid). To use this system, the following requirements must be met.

- Income and assets are under a certain amount
- Having an address in Japan and residing legally (However, if your status of residence is problematic and you file a lawsuit against the administrative authority that deals with your status of residence, bringing it to court where it can be confirmed that they recognize your status of residence, the requirement will be considered satisfied even without a status of residence, as an exception.)

In addition to the Houterasu office, legal consultation aid is available at registered consultation centers where civil legal aid and consultation can take place, such as bar associations and judicial scrivener associations.

For more information, please call the multilingual information service (0570-078377). The interpreter will connect you to your local Houterasu office and work with you through a three-way call (user, interpreter, Houterasu staff member).

If you do not meet the requirements for civil legal aid, we will introduce you to consultation centers that provide legal advice such as bar associations, judicial scrivener associations and municipalities. The legal consultation may require a fee depending on the consultation center.

<Conditions for Legal Consultation Aid>

Both Criterion A and Criterion B must be met.

Criterion A Income, etc. is below certain amount

Except in the case of a dispute between a husband and wife, assistance will be determined based on income and assets including those of the spouse, in principle.

The guidelines for monthly income (1/12 of take-home annual income including bonuses) are as follows.

Single person	Family of two	Family of three	Family of four
182,000 yen or less (200,200 yen or less)	251,000 yen or less (276,100 yen or less)	272,000 yen or less (299,200 yen or less)	299,000 yen or less (328,900 yen or less)

*The numbers in parentheses are the amount standards for large cities like Tokyo and Osaka.

*For families of five or more, 30,000 yen (33,000 yen) will be added for each additional person.

*If there are expenses such as medical expenses and educational expenses, the corresponding amount will be deducted.

*If you are paying rent or mortgage, the full amount is accounted for within the range of the following limits to the above income standards. The amounts in parentheses are the limits on added amounts for residents of special wards in Tokyo.

Single person	Family of two	Family of three	Family of four or more
41,000 yen (53,000 yen)	53,000 yen (68,000 yen)	66,000 yen (85,000 yen)	71,000 yen (92,000 yen)

Criterion B Owned assets are below certain amount

The total amount of cash and savings must meet the following criteria.

Single person	Family of two	Family of three	Family of four or more
1.8 million yen or less	2.5 million yen or less	2.7 million yen or less	3 million yen or less

I would like to ask a lawyer/judicial scrivener to resolve my issue. What kind of costs will there be and how much will they be?

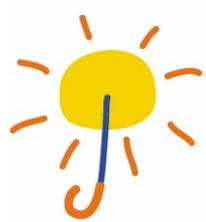
Generally, the types of expenses paid to lawyers and judicial scriveners include legal advice fees, start-up fees, remuneration, handling fees, actual expenses, daily wages and consulting fees.

There is no standard price for these costs, as individual lawyers and judicial scriveners set those standards.

In addition, Houterasu has a civil legal aid system that provides free legal advice to those who have problems with private or domestic affairs but cannot receive legal assistance from lawyers and judicial scriveners due to lack of money, and pays the costs of lawyers, judicial scriveners and trials up front to be paid back later.

In order to use the civil legal aid system, it is necessary to meet the requirements that income and assets are within a certain amount, that there is a chance of winning the case, and that the case is suitable for the purpose of civil legal aid. If you use the lawyer/judicial scrivener fee reimbursement system, the fees are set based on the standards of Houterasu. The established fees will be paid by Houterasu up front and paid to the lawyer and judicial scrivener in a lump sum. As a general rule, users will pay back the full amount to Houterasu in installments.

For inquiries regarding the reimbursement system, please call the multilingual information service (0570-078377). A Houterasu staff person will explain the system via an interpreter.



日本司法支援センター

法テラス