



**Hong Kong Housing Society**  
**T-Home “Letting Scheme for Subsidised Sale Developments with Premium Unpaid”**  
**Declaration and Undertaking of “Certificate of Participation - Owner” Holder**

**Flat:**

Name of the Estate:

Block/Tower:

Floor:

Flat/Unit:

**No. of Bedroom [Advised by Owner(s)]:**

\*Nil or One only / \*Two or above  
(\*Delete the inapplicable)

**Name of Owner(s) :**

**HKID No.:**

- (1) ( )
- (2) ( )
- (3) ( )

**Application No.:**

**“Certificate of Participation – Owner” No. :**

I/We, being the owner(s) of the said property, hereby confirm that

1. I/We understand as the holder(s) of “Certificate of Participation – Owner” (the certificate is hereinafter referred to as “Owner Certificate” and the holder(s) is/are hereinafter referred to as “Owner Certificate Holder(s)”), I/we am/are permitted to participate in the Hong Kong Housing Society (hereinafter referred to as “HS”) “Letting Scheme for Subsidised Sale Developments with Premium Unpaid” (hereinafter referred to as “the Scheme”).
2. The said property belongs to \*HS/\*Hong Kong Housing Authority (hereinafter referred to as “HA”) (\*delete the inapplicable) subsidised sale flat.
3. I/We acknowledge and undertake to comply with the terms and conditions stated in this “Declaration and Undertaking”.
4. I/We acknowledge that HS has the right to revise (including addition and/or deletion) any terms and conditions of this “Declaration and Undertaking” on request from the government authority without further

notice and undertake to be bound by such terms and conditions as revised by HS from time to time<sup>1</sup>.

5. I/We acknowledge that subject to our undertakings of and compliance with (i) the relevant Government Land Grant (including Modification Letter(s) and Waiver Letter(s)) and (ii) the Housing Ordinance (applicable to HA's subsidised sale flats), subject to the terms and conditions of this "Declaration and Undertaking", I/we may negotiate and let the aforesaid subsidised sale flat to The Hong Kong Council of Social Service (hereinafter referred to as "HKCSS") holding valid "Certificate of Participation – Organisation" (hereinafter referred to as "Organisation Certificate") or person holding valid "Certificate of Participation – Tenant" (the certificate is hereinafter referred to as "Tenant Certificate" and the holder is hereinafter referred to as "Tenant Certificate Holder").
6. I/We acknowledge and agree that HS will provide the information on the Owner Certificate and tenancy agreement signed by me/us (excluding personal data) to the public for reference. For instances,

Owner Certificate	Tenancy Agreement
<ul style="list-style-type: none"> <li>• Certificate No.;</li> <li>• Date of Issue;</li> <li>• Date of Expiry; and</li> <li>• The state of use.</li> </ul>	<ul style="list-style-type: none"> <li>• The commencement date and expiration date of the tenancy agreement;</li> <li>• The housing estate/block;</li> <li>• Floor (e.g. high/middle/low floor);</li> <li>• Rented area (e.g. entire flat, one bedroom or two bedrooms); and</li> <li>• Monthly rent.</li> </ul>

7. I/We acknowledge that if I/we contravene any terms and conditions in this "Declaration and Undertaking" (including subsequent revision by HS), HS has the right to revoke the Owner Certificate previously issued to me/us and reserves the right to claim any loss arising out of the contravention by me/us of the terms and conditions in this "Declaration and Undertaking". In respect of the revocation of the Owner Certificate, HS has the right to notify the tenant (Tenant Certificate Holder or HKCSS) (if applicable) of the above Flat and government authority. HS shall not be responsible for any loss suffered by me/us.
8. I/We acknowledge that I/we as the owner(s) am/are responsible to comply with the Buildings Ordinance and other laws and regulations relevant to the Flat. I/We acknowledge that I/we am/are required to make the following statement in the tenancy agreement:
- The Landlord hereby makes the following statement that, when signing this agreement, he is not aware of:*
- Any breach of the Buildings Ordinance or notices, orders etc. issued under the Buildings Ordinance in relation to the Flat; and
  - Any breach of other laws and regulations in relation to the Flat.
9. I/We acknowledge that the subsidised sale flats under the Scheme are subject to (i) the Housing Ordinance (applicable to HA's subsidised sale flats), (ii) the "Nomination Certificate" issued by HA (applicable to HA's subsidised sale flats), (iii) the relevant Government Land Grant (including Modification Letter(s) and Waiver Letter(s)), (iv) terms and conditions (including subsequent revision by HS from time to time)

<sup>1</sup> The latest revised version of the relevant terms and conditions in the future may be downloaded at the designated website of the Scheme: [lettingscheme.hkhs.com](http://lettingscheme.hkhs.com) or collected at the HS Applications Section (address: G/F, Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong).



contained in the “Declaration and Undertaking” signed by each of the Owner Certificate Holder, Tenant Certificate Holder, and HKCSS, and (v) the terms and conditions as stipulated by the government authority in respect of the Scheme from time to time. In the event of any controversies or inconsistencies between certain or all of the terms and conditions contained in the above “Declaration and Undertaking” and the terms and conditions as stipulated by the government authority in respect of the Scheme from time to time, then those terms and conditions as stipulated by the government authority in respect of the Scheme from time to time shall prevail over certain or all of the terms and conditions stated in these “Declaration and Undertaking”.

10. I/We acknowledge that if the relevant subsidised sale flat belongs to HS’s subsidised sale flat, the relevant flat shall also be subject to the terms and conditions of the relevant Waiver Letter(s) issued by the Lands Department in respect of the Scheme. Lands Department is entitled to terminate or revoke the relevant Waiver Letter(s) at any time in accordance with the terms contained in the relevant waiver letter(s). If the Lands Department terminates or revokes the Waiver Letter(s) in respect of the said flat, HS will also revoke the Owner Certificate previously issued to me/us. HS shall not be liable for any loss suffered by me/us. In any circumstances where the relevant Waiver Letter is revoked, I/we undertake not to claim for any compensation from the government or HS.
11. I/We acknowledge that the prescribed tenancy agreement<sup>2</sup> for the Scheme specifies that at any time during the term of the tenancy, if the Tenant Certificate Holder and/or any Family Members listed on the Tenant Certificate confirms acceptance of a public rental housing allocated by HA or HS, or owns directly, indirectly or in any manner a domestic property in Hong Kong, the Tenant Certificate Holder must serve on the owner a two months’ notice to terminate the tenancy agreement within 14 days. In case the Tenant Certificate Holder terminates the tenancy agreement under this term, he/she shall not be required to make any compensation to the owner.
12. I/We understand that in the event of transfer of ownership of or payment of premium for the above Flat, I/we must inform HS in writing.

### **Terms and Conditions**

1. The Owner Certificate Holder who exercises and uses the Owner Certificate is subject to the terms and conditions (including subsequent revision by HS from time to time) of this “Declaration and Undertaking”. The subsidised sale flats under the Scheme are subject to (i) the Housing Ordinance (applicable to HA’s subsidised sale flats), (ii) the “Nomination Certificate” issued by HA (applicable to HA’s subsidised sale flats), (iii) the relevant Government Land Grant (including Modification Letter(s) and Waiver Letter(s)), (iv) terms and conditions (including subsequent revision by HS from time to time) contained in the “Declaration and Undertaking” signed by each of the Owner Certificate Holder, Tenant Certificate Holder, and HKCSS and (v) the terms and conditions as stipulated by the government authority in respect of the Scheme from time to time. In the event of any controversies or inconsistencies between certain or all of the terms and conditions contained in the above “Declaration and Undertaking” and the terms and conditions as stipulated by the government authority in respect of the Scheme from time to time, then those

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<sup>2</sup> The prescribed tenancy agreements can be downloaded at the designated website of the Scheme: [lettingscheme.hkhs.com](http://lettingscheme.hkhs.com) or collected at the HS Applications Section (address: G/F, Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong) during office hours. HS reserves the right to revise the prescribed tenancy agreement without prior notice.



- terms and conditions as stipulated by the government authority in respect of the Scheme from time to time shall prevail over certain or all of the terms and conditions stated in these “Declaration and Undertaking”.
2. The Owner Certificate Holder shall not assign or sell his/her interests in the Owner Certificate to a third party.
  3. HS reserves the right to review whether the Owner Certificate Holder remains eligible for the Scheme at any time. Upon receipt of a notice issued by HS, the Owner Certificate Holder shall allow HS, its representatives, HA or its representatives to enter the Flat for internal inspection and provide HS with information and related documents as requested by HS for review purposes. If the Owner Certificate Holder fails to pass the review, HS has the right to revoke the Owner Certificate held by him/her, and notify the relevant review results to the tenant of the relevant flat (Tenant Certificate Holder or HKCSS) (if applicable) and government authority. HS shall not be responsible for any loss suffered by the Owner Certificate Holder.
  4. The Owner Certificate Holder shall only enter into tenancy agreement with Tenant Certificate Holder or HKCSS holding valid Organisation Certificate.
    - 4.1 If there is no bedroom or only one bedroom in the flat as specified on the relevant Owner Certificate, Owner Certificate Holder can only let the entire flat to one Tenant Certificate Holder or HKCSS.
    - 4.2 If there are two or more bedrooms in the flat listed as specified in the relevant Owner Certificate, Owner Certificate Holder can (i) let one or more bedrooms to at most two Tenant Certificate Holders, and each Tenant Certificate Holder must at least rent one bedroom, or (ii) let the entire flat to one Tenant Certificate Holder or HKCSS.
    - 4.3 If it is specified in the relevant Owner Certificate that the flat is HA’s subsidised sale flat, Tenant Certificate Holder or HKCSS must apply to HA for a “Nomination Certificate”<sup>3</sup> for the flat/bedroom in accordance with the regulations of HA, and must only enter into the tenancy agreement after obtaining such “Nomination Certificate” from HA. (Under no circumstance does HS guarantee that Tenant Certificate Holder or HKCSS can obtain a “Nomination Certificate” issued by HA successfully.)
    - 4.4 The relevant Owner Certificate, Organisation Certificate or Tenant Certificate and “Nomination Certificate” (if applicable) must remain valid as at the date of signing of the tenancy agreement (or renewing of the tenancy agreement)<sup>4</sup>.
  5. Owner Certificate Holder and Tenant Certificate Holder must use the prescribed tenancy agreement (applicable to the prevailing latest version)<sup>2</sup> under the Scheme when signing or renewing the tenancy agreement.
  6. The expiration date of all tenancy agreements must not exceed 31 October 2026.

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<sup>3</sup> Regarding the application form and application guide of HA’s “Nomination Certificate”, please call 3162 0666, or visit the website <https://www.housingauthority.gov.hk/en/common/pdf/global-elements/forms/general-information/HD1142.pdf>, or attend the Home Assistance Loan Unit (address: Room 202, 2/F, Lung Cheung Office Block, 138 Lung Cheung Road, Wong Tai Sin, Kowloon, Hong Kong) for any enquiries.

<sup>4</sup> Regarding the latest status of the Owner Certificate, Organisation Certificate and Tenant Certificate, please visit the designated website of the Scheme: [lettingscheme.hkhs.com](http://lettingscheme.hkhs.com) or call 8108 0678 for enquiry.

7. After the signing or renewing of the tenancy agreement, the Owner Certificate Holder shall complete and sign the “Notice of Execution of the Tenancy Agreement”<sup>5</sup> prepared by HS, and within 2 weeks submit online or post the said notice to Hong Kong Housing Society Applications Section. Please indicate “Letting Scheme for Subsidised Sale Developments with Premium Unpaid” and the application number on the cover of the envelope.
8. If the Owner Certificate Holder decides to renew the tenancy agreement with the tenant, the Owner Certificate Holder must notify HS at least two months before the expiration date of the tenancy agreement<sup>6</sup>.
9. If the Owner Certificate Holder terminates the tenancy agreement with the tenant before the expiration date of the tenancy agreement, the Owner Certificate Holder shall within 2 weeks upon the issue/receipt of the relevant notice of termination of the tenancy agreement, complete and sign the “Notice of Early Termination of the Tenancy Agreement”<sup>5</sup> prepared by HS and submit online or post the said notice to Hong Kong Housing Society Applications Section. Please indicate “Letting Scheme for Subsidised Sale Developments with Premium Unpaid” and the application number on the cover of the envelope.
10. The Owner Certificate will become invalid in case of the following:
  - 10.1 Any change to the ownership of the Flat; or
  - 10.2 The alienation restrictions under the Housing Ordinance (applicable to HA’s subsidised sale flats) is no longer applicable to the above Flat (i.e. premium paid); or
  - 10.3 The alienation restrictions under relevant Government Land Grant, Modification Letter(s) and Waiver Letter(s) (applicable to HS’s subsidised sale flats) are no longer applicable to the above Flat (i.e. premium paid).

Signature(s) of : (1) \_\_\_\_\_ ( )  
the Owner(s)

(2) \_\_\_\_\_ ( )

(3) \_\_\_\_\_ ( )

Date : \_\_\_\_\_

<sup>5</sup> The relevant notices can be filled in and submitted online at the “Owner and Tenant Information Sharing Platform” after login. They can also be downloaded at the designated website of the Scheme: [lettingscheme.hkhs.com](http://lettingscheme.hkhs.com), or collected at the HS Applications Section (address: G/F, Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong).

<sup>6</sup> For more details, please visit the designated website of the Scheme: [lettingscheme.hkhs.com](http://lettingscheme.hkhs.com).