

Objective of the Scheme:	“Letting Scheme for Subsidised Sale Developments with Premium Unpaid” (hereinafter referred to as “the Scheme”) allows the eligible owners of the designated subsidised sale flats with premium unpaid of Hong Kong Housing Society (hereinafter referred to as “HS”) or Hong Kong Housing Authority (hereinafter referred to as “HA”) to let their entire flats/individual bedroom(s) therein to eligible public rental housing (hereinafter referred to as “PRH”) applicants of HA.
Designated Subsidised Sale Developments:	The Scheme is only applicable to the designated subsidised sale flats with premium unpaid (hereinafter referred to as “the Flat”) of HS and HA. Please refer to the designated website of the Scheme: lettingscheme.hkhs.com for the list of relevant estates.
Application Period:	From 25 November 2020 onwards (no application deadline at this moment)
Application Fee:	HK\$100 Application fee must be paid at the time of submission of the application. The application fee, once paid, is non-refundable and non-transferrable irrespective of the result of application.
Enquiry Hotline:	8108 0678
Designated Website of the Scheme:	lettingscheme.hkhs.com

1. Eligibility Criteria

- 1.1 The “Certificate of Participation - Tenant” (hereinafter referred to as “**Tenant Certificate**”) of the Scheme is only open for application to persons who met the following requirements:
 - 1.1.1 Category (1)
 Ordinary family (including one-person household under Single Elderly Persons Priority Scheme) **holding a valid** PRH application number of the HA and that application has been registered for **3 years or more** (i.e. from the registration date of PRH application to the application form submission date of the Scheme); or
 - 1.1.2 Category (2)
 Non-elderly one-person household **holding a valid** PRH application number of HA under the Quota and Points System and that application has been registered for **6 years or more** (i.e. from the registration date of PRH application to the application form submission date of the Scheme).
 - 1.1.3 **Please note that** if the applicant and/or any persons listed on the application form (if any) (hereinafter referred to as “Family Members”) as mentioned in 1.1.1 or 1.1.2 of the above are the tenants/users/licensees of PRH, Transitional Rental Housing or Monthly/ Occupation Licence of HS or HA or their spouses, they are not eligible to apply under the Scheme.
- 1.2 The Applicant must attain the age of 18 on the date of application form submission and must be at the same time the applicant stated in the PRH application form as stated in paragraph 1.1.
- 1.3 The information of the applicant and Family Members must be the same as that of the application for HA PRH.

- 1.4 The applicant and Family Members must comply with the prevailing policy and criteria for applying HA PRH (including but not limited to number of family members, income and asset) from the date of application form submission to the issue of the **Tenant Certificate**, and must not own directly or indirectly in any manner any domestic property in Hong Kong^(Note 1) and not been allocated any PRH unit by the HA or HS at any time.
- 1.5 Those who have applied under the Scheme in October 2018 or December 2019 but have not been successfully issued with the **Tenant Certificate** can reapply and pay the application fee if they are still interested and meet the eligibility of this Scheme.
- 1.6 In case of any disputes regarding the eligibility criteria, the decision of HS shall be final and conclusive. HS reserves the right not to accept any application.

2. Partner under the Scheme – The Hong Kong Council of Social Service (hereinafter referred to as “HKCSS”)

- 2.1 HKCSS is the partner of HS under the Scheme. HS has issued a “Certificate of Participation – Organisation” (hereinafter referred to as “**Organisation Certificate**”) to HKCSS. Under the relevant terms and conditions, HKCSS can rent subsidised sale flats with premium unpaid from owners holding valid “Certificate of Participation – Owner” (hereinafter referred to as “**Owner Certificate**”) (hereinafter referred to as “**Owner Certificate Holders**”) for the purpose of HKCSS’s “Community Housing Movement”^(Note 2) and permit valid holders of **Tenant Certificate** (hereinafter referred to as “**Tenant Certificate Holders**”) to use and occupy the said flats with premium unpaid (or certain bedroom(s) therein) under the terms and conditions of the Scheme.
- 2.2 HKCSS may arrange the relevant subsidised sale flats with premium unpaid (or certain bedroom(s) therein) to be used and occupied by **Tenant Certificate Holders** as licensees by way of license agreements. For example, HKCSS may collaborate with non-governmental organisation(s) (hereinafter referred to as “Service Operators”) approved by HKCSS and HS to allow HKCSS and Service Operators (hereinafter referred to as “HKCSS Group”) to permit **Tenant Certificate Holders** to use and occupy the relevant subsidised sale flats with premium unpaid (or certain bedroom(s) therein) as licensees by way of license agreements. However, Service Operators are not allowed to enter into license agreements with **Tenant Certificate Holders** on their own.

3. Important Notes for Application and Application Form Submission

- 3.1 Now open for application (no application deadline at this moment).
- 3.2 The introduction leaflet of the Scheme, the tenant’s application form (hereinafter referred to as “AF”) and the tenant’s application guide (hereinafter referred to as “AG”) can be downloaded at

Note 1: Applicant and/or Family Members will be regarded as owning directly or indirectly any domestic property in Hong Kong in any one of the following circumstances:

- (i) own(s) or co-own(s) or has/have an interest in any domestic property in Hong Kong (including but not limited to trustee, executor, administrator or beneficiary having an interest in any domestic property in Hong Kong); or
- (ii) has/have entered into any agreement (including provisional agreement) to purchase any domestic property in Hong Kong ; or
- (iii) hold(s) (including holding individually and/or together with any other Family Member(s) in the aggregate) more than 50% of the shares in a company which owns, directly or through its subsidiaries, any domestic property in Hong Kong.

Domestic property includes any domestic property, uncompleted domestic property, rooftop structures approved by the Buildings Authority, domestic building lots and Small House Grants approved by the Lands Department in Hong Kong.

Note 2: For further details on HKCSS’s “Community Housing Movement”, please visit the website: <https://communityhousing.hkcss.org.hk/en> or call (852) 3596 7128 for enquiry.

the designated website of the Scheme: **lettingscheme.hkhs.com**, or collected during the **office hours** at following locations:

- 3.2.1 Hong Kong Housing Society Applications Section (G/F, Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong) (Office hours: 8:30 a.m. to 12:30 p.m. and 1:30 p.m. to 5:30 p.m. from Mondays to Fridays, excluding Saturdays, Sundays and Public Holidays);
- 3.2.2 Rental Estate Offices of HS ^(Note 3);
- 3.2.3 Home Affairs Enquiry Centres of Home Affairs Department ^(Note 4) during 25 November 2020 to 24 December 2020.

- 3.3 Please read this AG carefully before completing the AF. Application should be submitted in one of the following manners:

- 3.3.1 Online Application

Submit online application and pay the application fee of HK\$100 at the designated website of the Scheme: lettingscheme.hkhs.com. If the application has been successfully submitted online, applicants do not have to submit the hard copies of the AF by post or by hand again, otherwise it would be considered as duplicated application and HS reserves the right to cancel all related applications; or

- 3.3.2 By Mail or In Person

Fill in the AF in block letters (and in Chinese if applicable) with a black or blue ball pen, and submit together with the application fee of HK\$100 (paid in the form of crossed cheque or cashier order payable to “HONG KONG HOUSING SOCIETY” and indicate the name and contact number of the applicant at the back of the cheque/cashier order. Cash, post-dated cheque or electronic cheque will not be accepted. All applications with dishonoured cheques/cashier orders or without cheque/cashier order will be cancelled.)

- **By mail** to Hong Kong Housing Society, G.P.O. Box 8600. Please indicate [“Letting Scheme for Subsidised Sale Developments with Premium Unpaid” – Tenant’s Application] on the cover of the envelope. If the AF cannot be delivered to HS due to insufficient postage, the application will not be processed; or
- **By returning in person** to Applications Section of HS (G/F, Dragon Centre, No.23 Wun Sha Street, Tai Hang, Hong Kong) (Office hours: 8:30 a.m. to 12:30 p.m. and 1:30 p.m. to 5:30 p.m. from Mondays to Fridays, excluding Saturdays, Sundays and Public Holidays).

- 3.4 Applications made not in the manner specified or duplicated application will not be accepted. Each applicant/each family applicant can only submit one application and each person may only be listed in one AF under the Scheme (including online application). Should duplicated application be found, HS reserves the right to cancel all related application. The application fee, once paid, is non-refundable and non-transferrable irrespective of the result of the application.
- 3.5 No supporting documents are required to be submitted by the applicants and Family Members at the time of submitting the AF.
- 3.6 All information provided must be true and correct or else HS is entitled to cancel such application. Applications that are not submitted by the specified method or duplicated application will not be accepted. HS reserves the right not to accept any application.

Note 3: Regarding the office hours of respective Rental Estate Offices of HS, please visit the website of HS <http://www.hkhs.com>.

Note 4: Regarding the office hours of respective Home Affairs Enquiry Centres, please visit the website of Home Affairs Department <http://www.had.gov.hk>.

4. Processing of Application

- 4.1 For online application, after the applicant has completed all application procedures and paid the application fee, HS will send an online application record by email to each Applicant's email address provided, applicants can print or save the document as record.
- 4.2 Upon receipt of the AF by post or by hand, HS will acknowledge receipt of the application by mail to the correspondence address provided by Applicant.

5. Vetting Process

- 5.1 Upon vetting of application, HS will cross check with HA on the information provided by the applicant to confirm whether they are the same as that of the application for HA PRH. In case of inconsistencies, HS reserves the right to cancel the application. Application fees, once paid, are non-refundable and non-transferable. If there is any change of family particulars ^(Note 5), the applicant must notify HA and HS for rectification as soon as possible.
- 5.2 HS will issue letter(s) and invite applicants and all Family Members (if any) listed in the AF who are aged 18 or above to provide relevant income and asset information and complete the vetting procedure in person at Applications Section of HS.
- 5.3 All duly vetted applicants and all Family Members (if any) listed in the AF who are aged 18 or above shall make statutory declarations according to laws of Hong Kong declaring that all the information and documentation provided in support of the application are true, correct and accurate, and that he/she/they is/are still fulfilling the eligibility criteria for application for HA PRH (including but not limited to income and asset) and does/do not own any residential property in Hong Kong^(Note 1). After the completion of statutory declarations, the signing of the "Declaration and Undertaking" and the applicants agree and promise to abide by the terms and conditions of the Scheme, HS will arrange with the applicants to collect the **Tenant Certificate**.
- 5.4 If the applicant needs to change the date/time scheduled for procedures of vetting, declaration and collection of **Tenant Certificate**, prior written application must be made to the Applications Section of HS, and such change would only be confirmed after approval by HS. If the applicant does not attend the interview completing the procedures of declaration and collection of **Tenant Certificate** at the scheduled or rescheduled time as approved by HS beforehand, HS will consider the applicant not intending to continue his/her application under the Scheme and cancel his/her application. HS reserves the right to reject any application to change date/time, without giving explanation.
- 5.5 **Please note:** If the applicant and/or any of the Family Member(s) is/are on the household register or record of PRH/rental units of HA/HS or subsidised housing schemes under HA/HS, when the applicant (namely the **Tenant Certificate Holder**) enters into (i) tenancy agreement with **Owner Certificate Holder** or (ii) the license agreement with HKCSS or HKCSS Group, he/she/they must leave their original flat and delete the relevant household records within 2 months (applicable to HS's rental unit household records) or 60 days (applicable to HA's PRH household records) from the effective date of the tenancy agreement or license agreement. The relevant applicant and/or Family Member(s) will not be allowed to reinstate into their previous PRH/rental unit or subsidised housing scheme records due to self-withdrawal from the Scheme.

Note 5: Change of family particulars including but not limited to: (1) Applicant/Family Member with pregnancy for 16 weeks or more of which the unborn child will be counted as one family member, or (2) Applicant's/Family Member's birth of child(ren), or (3) marriage/emigration of Family Member(s), or (4) Applicant's spouse and/or the spouse of a Family Member is allowed to reside in Hong Kong, or (5) death of the Applicant or Family Member(s), etc.

6. The Key Terms and Conditions for the Issuance of Tenant Certificate and Tenancy Arrangements

- 6.1 The **Tenant Certificate Holder** and Family Members who hold and use a **Tenant Certificate** is subject to the terms and conditions contained in the “Declaration and Undertaking” mentioned in Clause 5.3.
- 6.2 The **Tenant Certificate Holder** shall not assign or sell his/her interests in the **Tenant Certificate** to a third party (including Family Members).
- 6.3 Subject to the terms and conditions of the Scheme and (i) the relevant Government Land Grant (including Modification Letter(s) and the Waiver Letter(s)) and (ii) Housing Ordinance (applicable to HA’s subsidised sale flats), in accepting and abiding the aforementioned terms and conditions, the **Tenant Certificate Holder** may:
- 6.3.1 Negotiate with and rent from the **Owner Certificate Holder** the subsidised sale flat listed on the **Owner Certificate** in accordance in the following situations:
- 6.3.1.1 If there is no bedroom or only one bedroom in the Flat as specified on the relevant **Owner Certificate**, the **Tenant Certificate Holder** can only rent the entire flat from the **Owner Certificate Holder**.
- 6.3.1.2 If there are two or more bedrooms in the Flat as specified on the relevant **Owner Certificate**, the **Tenant Certificate Holder** may rent one or more bedrooms, or the entire flat from the **Owner Certificate Holder**. [Please note that each Flat can at most be rented to two tenants (which means **Tenant Certificate Holders**), and each tenant should at least rent one bedroom.]
- 6.3.1.3 If it is specified on the **Owner Certificate** that the Flat is a HA’s subsidised sale flat, **Tenant Certificate Holder** must apply from HA for a “**Nomination Certificate**”^(Note 6) for renting the Flat/bedroom in accordance with the regulations of HA and must enter into the tenancy agreement with the said **Owner Certificate Holder** only after the issue of the “**Nomination Certificate**” by HA. Under no circumstance does HS guarantee that **Tenant Certificate Holder** can obtain a “**Nomination Certificate**” issued by HA successfully.
- 6.3.1.4 The relevant **Tenant Certificate**, **Owner Certificate** and “**Nomination Certificate**” (if applicable) must remain valid^(Note 7) as at the date of the signing of the tenancy agreement (or renewing of the tenancy agreement).
- 6.3.1.5 **Tenant Certificate Holder** and **Owner Certificate Holder** must use the prescribed tenancy agreement (applicable to the prevailing latest version)^(Note 8) under the Scheme when signing or renewing the tenancy agreement. For the principal terms and conditions of the prescribed tenancy agreement, please refer to paragraph 7 of this AG.
- 6.3.2 Negotiate with and enter into the license agreement with HKCSS or HKCSS Group; use and occupy the Flat rented by HKCSS from the **Owner Certificate Holder** under the Scheme in the following situations:
- 6.3.2.1 If there is no bedroom or only one bedroom in the Flat as specified on the relevant **Owner Certificate**, the **Tenant Certificate Holder** shall only use and

Note 6: 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.

Note 7: Regarding the latest status of the **Owner Certificate**, **Organisation Certificate** and **Tenant Certificate**, please visit the designated website of the Scheme: lettingscheme.hkhs.com or call 8108 0678 for enquiry.

Note 8: The prescribed tenancy agreement/prescribed license agreement can be downloaded at the designated website of the Scheme: lettingscheme.hkhs.com or collected at the HS Applications Section (address: G/F, Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong).

- occupy the entire Flat by entering into a license agreement with HKCSS or HKCSS Group.
- 6.3.2.2 If there are two or more bedrooms in the Flat as specified on the relevant **Owner Certificate**, the **Tenant Certificate Holder** shall use and occupy (i) one or more bedrooms, or (ii) the entire Flat by entering into a license agreement with HKCSS or HKCSS Group. **[Please note that each Flat can at most be occupied by two licensees as permitted by HKCSS or HKCSS Group (which means Tenant Certificate Holders), and each licensee should at least be entitled to use one bedroom on their own.]**
- 6.3.2.3 If the Flat is a HA's subsidised sale flat, since HKCSS should have obtained the relevant "**Nomination Certificate**" issued by HA, **Tenant Certificate Holder** does not have to apply for "**Nomination Certificate**" from HA in respect of the Flat/bedroom(s) again.
- 6.3.2.4 The relevant **Tenant Certificate**, **Owner Certificate**, **Organisation Certificate** and "**Nomination Certificate**" must remain valid ^(Note 7) as at the date of the signing of the license agreement (or renewing of the license agreement).
- 6.3.2.5 **Tenant Certificate Holder** and HKCSS or HKCSS Group must use the prescribed license agreement of the Scheme (applicable to the prevailing latest version) ^(Note 8) when signing or renewing the license agreement. For the principal terms and conditions of the prescribed license agreement, please refer to paragraph 8 of this AG.
- 6.4 Except change of leased premises with HS's approval, the **Tenant Certificate Holder** must not enter into tenancy agreement or license agreement with overlapping tenancy/license periods.
- 6.5 HS reserves the right to revise the prescribed tenancy agreement and prescribed license agreement without prior notice.
- 6.6 The expiration date of the tenancy agreement or license agreement shall not exceed 31 October 2026.
- 6.7 After the signing of the tenancy agreement (including renewing of tenancy agreement) or license agreement (including renewing of license agreement), the **Tenant Certificate Holder** shall complete and sign the "Notice of Execution of the Tenancy Agreement/License Agreement" ^(Note 9) 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.
- 6.8 If the **Tenant Certificate Holder** decides to renew the tenancy agreement with the **Owner Certificate Holder** or to renew the license agreement with HKCSS or HKCSS Group, the **Tenant Certificate Holder** must notify HS at least two months before the expiration date of the tenancy agreement or the expiration date of the license agreement ^(Note 10).
- 6.9 If the **Tenant Certificate Holder** terminates the tenancy agreement with the **Owner Certificate Holder** before the expiration date of the tenancy agreement, or terminates the license agreement with HKCSS/HKCSS Group before the expiration date of the license agreement, the **Tenant Certificate Holder** shall within 2 weeks upon the issue/receipt of the relevant notice of termination of tenancy agreement/license agreement, complete and sign the "Notice of Early Termination of the Tenancy Agreement/License Agreement" ^(Note 9) prepared by HS, and submit online or post the said notice to Hong Kong Housing Society Applications Section. Please indicate

Note 9: 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, or collected at the HS Applications Section (address: G/F, Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong).

Note 10: For more details, please visit the designated website of the Scheme: lettingscheme.hkhs.com.

“Letting Scheme for Subsidised Sale Developments with Premium Unpaid” and the application number on the cover of the envelope.

- 6.10 The **Tenant Certificate Holder** must be (i) the tenant signing the tenancy agreement or (ii) the licensee signing the license agreement. The **Tenant Certificate Holder** and Family Members must reside in the rented or licensed Flat or bedroom(s) for tenancy period or the license period under the Scheme.
- 6.11 If at any time during the term of the tenancy or license agreement, the **Tenant Certificate Holder** and/or any Family Member listed on the **Tenant Certificate** confirm(s) acceptance of a PRH allocated by HA or HS, or own(s) directly, indirectly or in any manner a domestic property in Hong Kong ^(Note 1), the **Tenant Certificate Holder** must serve to the owner/HKCSS/HKCSS Group a two (2) months’ notice to terminate the tenancy agreement/license agreement within 14 days. (**Please note that** if the **Tenant Certificate Holder** terminates the tenancy agreement or license agreement under this term, he/she shall not be required to make any compensation to the owner, HKCSS or HKCSS Group.) If **Tenant Certificate Holder** does not terminate the tenancy agreement or license agreement, HA or HS is entitled to cancel the relevant PRH allocation or cancel/terminate the relevant PRH tenancy.
- 6.12 HS reserves the right to (i) notify the owners of the Flat, HKCSS (if applicable) and relevant government authority about the tenant and/or tenant’s Family Members’ allocation of a PRH or the acquisition of a residential property in Hong Kong, and (ii) revoke the **Tenant Certificate**.
- 6.13 The **Tenant Certificate Holder** and the **Owner Certificate Holder** may complete the tenancy arrangement by pairing up on their own ^(Note 11) or with the assistance of estate agent(s). However, to avoid any contravention of the terms and conditions of the Scheme, both the **Tenant Certificate Holder** and the **Owner Certificate Holder** are required to produce to each other or the estate agent(s) valid **Owner Certificate**, **Tenant Certificate** and “**Nomination Certificate**” from HA (if applicable) to ascertain each other’s identity and eligibility before the signing of the tenancy agreement.
- 6.14 The **Tenant Certificate Holder** agrees that HS may provide the information stated on the **Tenant Certificate** and the signed tenancy agreement/license agreement (excluding personal data) to the public for reference, such as the following information:

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

- 6.15 HS reserves the rights to revise (including addition and/or deletion) any terms and conditions in the issuance of the **Tenant Certificate** in accordance with the Government’s requests without prior notice. All applicants who are issued with **Tenant Certificate** are required to undertake to be bound by all terms and conditions as stipulated from time to time.
- 6.16 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 revision as stipulated by HS

Note 11: HS has established an online “Owner and Tenant Information Sharing Platform” to assist **Owner Certificate Holder** and **Tenant Certificate Holder** to negotiate and pair up on their own. For details, please visit the designated website of the Scheme: lettingscheme.hkhs.com.

from time to time) contained in the “Declaration and Undertaking” signed by holders of **Owner Certificate**, **Organisation Certificate** and **Tenant Certificate** 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 aforesaid “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 the aforesaid “Declaration and Undertaking”.

- 6.17 If the Flat is HS’s subsidised sale flat, the 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 waiver letter(s) 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 an individual flat, HS will also revoke the **Owner Certificate** previously issued to the **Owner Certificate Holder**. HS shall not be liable for any loss suffered by the tenant and/or Family Members. In any circumstances where the waiver letter is revoked, the tenant and/or Family Members cannot claim for any compensation from the government or HS.
- 6.18 If the **Tenant Certificate Holder** contravenes any terms and conditions in the “Declaration and Undertaking” (including any revision by HS from time to time), HS has the right to revoke the **Tenant Certificate** held by him/her and reserves the right to claim any loss arising out of such contravention. In respect of the revocation of the **Tenant Certificate**, HS has the right to notify the owners of the relevant Flat (if applicable), HKCSS (if applicable) and relevant government authority. HS shall not be responsible for any loss of the **Tenant Certificate Holder**.
- 6.19 HS reserves the right to review whether the **Tenant Certificate Holder** remains eligible for the Scheme at any time. The **Tenant Certificate Holder** shall provide HS with information and related documents as requested by HS for review purposes. Upon receipt of a notice issued by HS, the **Tenant Certificate Holder** shall allow HS, its representatives, HA or its representatives to enter the rented or licensed Flat/bedroom(s) under the Scheme for internal inspection. If the **Tenant Certificate Holder** fails to pass the review, HS has the right to revoke the **Tenant Certificate** held by him/her, and notify the owner of the relevant Flat of the relevant review results (if applicable), HKCSS (if applicable) and relevant government authority. HS shall not be responsible for any loss suffered by the **Tenant Certificate Holder**.

7. Summary of the Prescribed Tenancy Agreement – Applicable to Tenant Certificate Holder who Rents the Flat from the Owner directly

- 7.1 As at the date of signing the tenancy agreement and throughout the tenancy period, the relevant **Owner Certificate**, **Tenant Certificate** and “**Nomination Certificate**” (if applicable) must still be valid.
- 7.2 The expiration date of all tenancy agreements must not exceed 31 October 2026.
- 7.3 Management fee, government rates, government rent and property tax shall be paid by the owners.
- 7.4 The tenancy period is 2 years. At any time after the expiration of the first 12 months of the tenancy agreement, either party of the owner and the tenant shall be entitled to terminate the tenancy agreement by serving a 2 months’ notice in writing to the other party.
- 7.5 If at any time during the tenancy period, the **Tenant Certificate Holder** and/or any Family Member listed on the relevant **Tenant Certificate** confirms acceptance of a PRH allocated by HA or HS, or directly, indirectly or in any manner owns the title of a domestic property in Hong Kong ^(Note 1), the tenant must serve on the owner a 2 months’ notice to terminate the tenancy agreement within 14 days. **(Please note that** if the tenant terminates the tenancy agreement under this term, he/she shall not be required to make any compensation to the owner.)
- 7.6 The tenant must not sublet the leased property, whether in part or in whole to any person.

7.7 **The owner is 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.*

7.8 If the owner lets one or more bedroom(s) of the Flat to a **Tenant Certificate Holder**, and the relevant bedroom(s) is/are not ensuite(s) with bathroom(s), the **Tenant Certificate Holder** has the right to use the kitchen and bathroom(s) of the Flat (if the Flat has two bathrooms, the bathroom in the ensuite shall be excluded). If the owner lets one or more bedroom(s) to a **Tenant Certificate Holder**, and one of the bedrooms is ensuite with bathroom, the **Tenant Certificate Holder** has the right to use the kitchen of the Flat.

7.9 During the tenancy period, if the relevant waiver letter(s) (in respect of any Flat) is revoked by government authority (only applicable to HS's subsidised sale flats with premium unpaid) or the **Owner Certificate** of the owner is revoked by HS, the owner shall permit the tenant to continue to rent the Flat/bedroom(s), until the expiration date or the termination date of the tenancy (as the case may be).

7.10 If the **Owner Certificate** or **Tenant Certificate** is revoked by HS during the tenancy period, the other party is entitled to terminate the tenancy agreement.

7.11 If the **Tenant Certificate** held by the tenant is revoked by HS during the tenancy period, the owner has the right to terminate the tenancy agreement according to its terms, the tenant shall return the possession of the leased property to the owner pursuant to the stipulations of the tenancy agreement.

7.12 If the **Tenant Certificate Holder** passes away during the tenancy period, the owner shall permit the tenant's Family Member(s) who is/are listed in the tenancy agreement to reside in the Flat/bedroom on the same terms and conditions of the tenancy agreement until the tenancy expiry date or the tenancy termination date (as the case may be).

7.13 The owner and tenant shall bear the stamp duty ^(Note 12) of the tenancy agreement equally.

8. Summary of the Prescribed License Agreement – Applicable to Tenant Certificate Holder who is Allocated and Granted the License to Use the Flat by HKCSS/HKCSS Group

8.1 The License Agreement is signed between **Tenant Certificate Holder** and HKCSS/HKCSS Group.

8.2 As at the date of signing of the license agreement and throughout the license period, the relevant **Organisation Certificate, Owner Certificate, Tenant Certificate** and "**Nomination Certificate**" (if applicable) must still be valid.

8.3 The expiration date of all license agreements must not exceed 31 October 2026.

8.4 HKCSS/HKCSS Group is entitled to review the amount of the Licensee's License Fee on an annual basis, and adjust the amount of the Licensee's License Fee payable by the **Tenant Certificate Holder** in the forthcoming year.

8.5 If the tenancy agreement signed between HKCSS and the **Owner Certificate Holder** regarding the Flat is terminated for any reason, the license agreement shall correspondingly be terminated.

Note 12: HS is not responsible for stamp duty/adjudication fee matters. For details and more information on stamp duty/adjudication fee policies, the owner and/or tenant can contact the Inland Revenue Department at 2594 3201 or 2594 3202 or visit their website: <http://www.ird.gov.hk/eng/faq/index.htm>.

- 8.6 Only after the expiration of the first 12 months of the license period, the **Tenant Certificate Holder** is entitled to terminate the license agreement by serving 2 months' prior written notice or paying 2 months' licensee's license fee in lieu.
- 8.7 If during the license period, the **Tenant Certificate Holder** confirms acceptance of a PRH allocated by HA or HS, or directly, indirectly or in any manner owns the title of a domestic property in Hong Kong ^(Note 1), the **Tenant Certificate Holder** shall inform HKCSS/HKCSS Group in writing within 14 days and serve a 2 months' notice to terminate the license agreement. **(Please note that** if the **Tenant Certificate Holder** terminates the license agreement under this term, he/she shall not be required to make any compensation to HKCSS/HKCSS Group.)
- 8.8 The **Tenant Certificate Holder** must not sublet the licensed Flat/bedroom(s), whether in part or in whole to any person.
- 8.9 If the **Organisation Certificate** or **Tenant Certificate** is revoked by HS during the license period, the other party is entitled to terminate the license agreement.
- 8.10 If the **Tenant Certificate** held by the **Tenant Certificate Holder** is revoked by HS during the license period, HKCSS/HKCSS Group has the right to terminate the license agreement according to its terms, the **Tenant Certificate Holder** shall vacate and leave the licensed Flat/bedroom(s) pursuant to the stipulations of the license agreement.
- 8.11 The **Tenant Certificate Holder** and HKCSS/the Service Operator shall bear the stamp duty and/or adjudication fee (if applicable) ^(Note 12) of the license agreement equally.

9. Additional Notes

- 9.1 The owner and tenant shall be responsible for arranging the stamping of the signed tenancy agreement.
- 9.2 The **Tenant Certificate Holder** and HKCSS/HKCSS Group shall be responsible for arranging the stamping/adjudication (if applicable) of the signed license agreement.
- 9.3 In addition to the stamp duty/adjudication fee (if applicable), the **Tenant Certificate Holder**/owner/HKCSS/HKCSS Group may be required to pay individually, including but not limited to, the following fees as they go through the procedure of the tenancy arrangements:
- 9.3.1 Commission fee charged by estate agent(s) for the tenancy agency work (if the transaction was completed through estate agent(s)); and
- 9.3.2 Legal fee charged by lawyers for handling the tenancy arrangements (if lawyers were engaged in handling the tenancy agreement/license agreement).
- 9.4 HS advises that the tenant to verify the identity of the current owner(s) of the Flat and have an on-site inspection before the signing of the tenancy/license agreement and should purchase suitable insurance for the Flat/bedroom(s) during the tenancy/license period.
- 9.5 In the event of any controversies or disputes between the **Tenant Certificate Holder** and owner or HKCSS or HKCSS Group regarding the tenancy (including but not limited to the terms and conditions of the tenancy agreement/license agreement), it shall be handled by the contractual parties on their own.
- 9.6 The public may check the latest status of the **Owner Certificate**, **Organisation Certificate** or **Tenant Certificate** issued by HS at the designated website of the Scheme: lettingscheme.hkhs.com.
- 9.7 Applicant's and/or Family Member(s)' HA PRH applications will not be affected or advanced by their participation in the Scheme. If the applicant still meets the relevant eligibility, HA will continue to handle his/her PRH application according to the current PRH application policy and procedure.
- 9.8 After the issue of **Tenant Certificate**, applicants are responsible to notify HA and HS if there is any change of family particulars (including but not limited to number of family members, income and asset).

- 9.9 **Tenant Certificate Holder** shall submit copies of **Owner Certificate** and **Tenant Certificate** when applying for a “**Nomination Certificate**” from HA.
- 9.10 During the tenancy period, if the relevant waiver letter(s) (in respect of any Flat) is revoked by government authority (only applicable to HS’s subsidised sale flats with premium unpaid) or the **Owner Certificate** of the owner is revoked by HS, the owner shall permit the tenant (including HKCSS) to continue to rent the Flat/bedroom(s), until the tenancy expiration date or the tenancy termination date, (as the case may be) pursuant to the terms and conditions of the tenancy agreement. As such, the license agreement between HKCSS or HKCSS Group and **Tenant Certificate Holder** will not be affected.

10. Providing or Making any False, Inaccurate or Misleading Information

- 10.1 Any application which contains any false or inaccurate or misleading information in the relevant documents provided by the applicant and Family Members will be cancelled. Any eligibility of such application previously established on the basis of the false or inaccurate or misleading information will be revoked and all application fees paid will not be refunded or transferred. HS has the final decision on whether the relevant documents provided by the applicant and Family Members contains such false or inaccurate or misleading information.
- 10.2 Any person who induces or causes HS to approve the relevant eligibility or causes the owner and the tenant to carry out the tenancy transaction by any deception or dishonest means (including the provision of false or inaccurate or misleading statement(s) in the AF and relevant documents provided by the applicant and Family Member(s)) shall be guilty of an offence, and he/she may have committed a crime under, including but not limited to, fraud as stipulated in Section 16A of the Theft Ordinance (Cap. 210). Upon conviction, he/she may be sentenced to imprisonment.
- 10.3 If the applicant provides or makes any information or statement or representation that is false or inaccurate or misleading in the application, HS will not issue the **Tenant Certificate**. All application fees paid will not be refunded or transferred. HS has the final decision on whether the AF and the relevant documents provided by the applicant and Family Members contain such false or inaccurate or misleading information.
- 10.4 HS will revoke the **Tenant Certificate** issued to any person if he/she is found to have provided or made any information, statement or representation that is false or inaccurate or misleading after the issuance of the **Tenant Certificate** and hold the person liable for any loss resulting thereof.

11. Notes on Collection of Personal Data (Applicable to Manual & Online Applications)

- 11.1 The personal data collected in the AF are used for processing the applications under the Scheme and its related matters. HS may also use the information for statistical surveys and researches, and may for such purpose contact the applicants. All personal data in the AF, including the declaration by the applicant(s) and/or Family Member(s) authorising the collection and comparison/checking/transfer of their personal data, are provided by the applicants and/or Family Members on voluntary basis. However, if insufficient information is provided by the applicants and/or Family Members, HS may not be able to process the relevant applications and the application fee paid will not be refunded or transferred.
- 11.2 When assessing the eligibility of the applicant(s) and/or Family Member(s), HS has the right to compare and match the personal data provided in the AF with the relevant personal data collected for other purposes (manually or otherwise) in order to ascertain whether such information is false or inaccurate or misleading, and may take appropriate action against the person(s) concerned on the basis of the result of the data comparison and matching. The applicants and/or Family Members shall also authorise HS to verify and match the relevant information with HA, Housing Department, other government departments, public/private organisations/companies, relevant employers, or the independent consultant companies appointed by HS or HS’s existing records, and further agree for HA, Housing Department, any government departments, private/public organisations/companies, relevant employers, or the independent consultant companies appointed by HS to provide HS with the applicant(s)’ and Family Member(s)’ personal data in their

possession for the purpose of comparing or matching the information in the AF. The information provided may also be used by HS for conducting statistical surveys and researches. The applicants and/or Family Members should also agree that HS may pass the AF and the personal data on the **Tenant Certificate** to be issued in respect of the applications to HS's data processing service contractor for data processing in connection with their applications, and that the information provided will be passed to HS T-Home "Letting Scheme for Subsidised Sale Developments with Premium Unpaid" Hotline for answering their enquiries.

- 11.3 When HS is reviewing the applications of the Scheme or conducting review of the eligibility, HS may match the personal data provided by the applicant(s) and/or Family Member(s) in the AF against its existing records, or may disclose or verify such information to or with HA, Housing Department, other government departments, public/private organisations/companies, relevant employers, or the independent consultant companies appointed by HS for the purposes stated above.
- 11.4 Personal data provided in the AF are for the purpose of application under the Scheme. Pursuant to the Personal Data (Privacy) Ordinance (Cap. 486), the applicant(s) and/or Family Member(s) are entitled to request access to or correction of the personal data stated in the AF. Where necessary, such requests should be made in writing and directed by post to the General Manager (Property Management) of Applications Section of Hong Kong Housing Society at G/F, Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong. A fee may be charged for the request for access to personal data and/or to obtain copy of personal data.

12. Warning

Applicants should note that the fee payable to HS for application under the Scheme is mentioned in page 1 and 3 of this AG. If you are approached by any HS staff or its agent(s) who offer(s) to provide assistance in return for remuneration, you should report to the Independent Commission Against Corruption (ICAC) without delay. Attempted bribery is also an offence in law. HS will refer the case to the ICAC for investigation and is entitled to cancel the application irrespective of whether such person has been prosecuted or convicted of the relevant offence.

13. Contact Us

- 13.1 Browse the designated website for the Scheme at: lettingscheme.hkhs.com.
- 13.2 Call the enquiry hotline on 8108 0678 (8:30 a.m. to 12:30 p.m. and 1:30 p.m. to 5:30 p.m. from Mondays to Fridays, excluding Saturdays, Sundays and Public Holidays).
- 13.3 Hong Kong Housing Society Applications Section (G/F, Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong) (Office hours: 8:30 a.m. to 12:30 p.m. and 1:30 p.m. to 5:30 p.m. from Mondays to Fridays, excluding Saturdays, Sundays and Public Holidays).

Points to Note:

1. HS is a public organisation under the ambit of ICAC and Office of the Ombudsman.
2. This AG and the AF and their contents are not legally binding on HS. HS shall not be liable for any loss suffered by any person arising out of his/her reliance on this AG and/or the AF.
3. HS reserves the right to make amendments to this AG and/or any content in the AF without prior notice.