



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

To: Hong Kong Housing Society (hereinafter referred to as “HS”)

Name of the Applicant : _____
Application Number : _____
Public Rental Housing Application Number : _____
“Certificate of Participation - Tenant” No. : _____

I, being the undersigned applicant, hereby confirm that

1. I understand as the holder of “Certificate of Participation – Tenant” (the certificate is hereinafter referred to as “Tenant Certificate” and the holder is hereinafter referred to as “Tenant Certificate Holder”), I am permitted to participate in the “Letting Scheme for Subsidised Sale Developments with Premium Unpaid” (hereinafter referred to as “the Scheme”).
2. I acknowledge and undertake to comply with the terms and conditions stated in this “Declaration and Undertaking”.
3. I 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 time¹.
4. I acknowledge and agree that HS will provide the information stated on the Tenant Certificate and tenancy agreement signed by me (excluding personal data) to the public for reference. For instance,

Tenant Certificate	Tenancy 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;• The housing estate;• Floor (e.g. high/middle/low floor);• Rented area (e.g. entire flat, one bedroom or two bedrooms); and• Monthly rent.

¹ 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 or collected at HS Applications Section (G/F, Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong).

5. I acknowledge that if I contravene any terms and conditions in this “Declaration and Undertaking” (including subsequent revision(s) by HS from time to time), HS has the right to revoke the Tenant Certificate previously issued to me 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 owner of the relevant flat and relevant government authority. HS shall not be responsible for any loss suffered by me.
6. I acknowledge that HS had advised me to, and I understand that I should carry out on-site inspection and confirm the relevant property suits the needs of myself and my family member(s) before considering signing a tenancy agreement.
7. I acknowledge that the subsidised sale flats under the Scheme are subject to (i) the Housing Ordinance (applicable to Hong Kong Housing Authority (hereinafter referred to as “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(s) by HS from time to time) contained in the “Declaration and Undertaking” signed by each of holders of “Certificate of Participation – Owner” (hereinafter referred to as “Owner 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 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”.
8. I acknowledge that if the relevant subsidised sale flat is a 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 relevant Waiver Letter(s) in respect of the said flat, HS will also revoke the Owner Certificate previously issued to the owner. HS shall not be liable for any loss suffered by me and/or my family member(s). In any circumstances where the relevant Waiver Letter is revoked, I and my family member(s) undertake not to claim for any compensation from the government or HS.
9. I understand that the Owner Certificate will be invalid in case of any ownership change of the flat. I understand that I should verify the identity of the current owner(s) of the flat and HS has reminded us to do so, before entering into a tenancy agreement in respect of the relevant flat/bedroom. I understand that HS shall not be held responsible for any expenses, losses or liabilities incurred by me due to my entering into any tenancy agreements.

Terms and Conditions

1. The Tenant Certificate Holder and his/her family member(s) who exercise and use the Tenant Certificate are subject to the terms and conditions (including subsequent revision(s) 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(s) by HS from time to time) contained in the “Declaration and Undertaking” signed by each of holders of Owner 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 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”.
2. The Tenant Certificate Holder shall not assign or sell his/her interests in the Tenant Certificate to a third party (including his/her family member(s)).
3. 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 flat/bedroom(s) 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 and relevant government authority of the relevant review results. HS shall not be responsible for any loss suffered by the Tenant Certificate Holder.
4. Subject to the acceptance and compliance with the terms and conditions of this “Declaration and Undertaking” and in accordance 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), Tenant Certificate Holder may negotiate with and rent from the owner holding a valid Owner Certificate (hereinafter referred to as “Owner Certificate Holder”) under the Scheme the subsidised sale flat as specified on his/her Owner Certificate in accordance with the following situations:
 - 4.1 If there is “Nil/One only” bedroom in the flat as specified on the relevant Owner Certificate, Tenant Certificate Holder can only rent the entire flat from Owner Certificate Holder.
 - 4.2 If there are “Two or above” bedrooms in the flat as specified on the relevant Owner Certificate, Tenant Certificate Holder can rent one or more bedrooms, or the entire flat from Owner Certificate Holder.
 - 4.3 If it is specified on the relevant Owner Certificate that the flat is a HA’s subsidised sale flat, Tenant Certificate Holder must apply to HA for a “Nomination Certificate”² for the flat/bedroom in accordance with the regulations of HA, and must only enter into the tenancy

² Regarding the application form and application guide of HA’s “Nomination Certificate”, please call 3162 0666 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 enquiry. Tenant Certificate Holders can also download the application form at <https://www.housingauthority.gov.hk/en/common/pdf/global-elements/forms/general-information/HD1142.pdf>, or fill in and submit online application immediately at <https://eform.cefs.gov.hk/form/hou065/en/>.

- agreement after obtaining such “Nomination Certificate” from HA. (Under no circumstance does HS guarantee that Tenant Certificate Holder can obtain a “Nomination Certificate” issued by HA successfully).
- 4.4 The relevant Tenant Certificate, Owner Certificate and “Nomination Certificate” (if applicable) must remain valid as at the date of the signing of the tenancy agreement (or renewing of the tenancy agreement) ³ and throughout the term of tenancy agreement.
- 4.5 If Tenant Certificate Holder enters into or renews the tenancy agreement with Owner Certificate Holder, the prescribed tenancy agreement of the Scheme shall be used (applicable to the prevailing latest version) ⁴.
5. Except due to change of leased premises with HS’s approval, Tenant Certificate Holder must not enter into tenancy agreement under the Scheme with overlapping tenancy periods.
6. The commencement date of the term of the tenancy agreements shall not be later than 1 November 2029.
7. The expiration date of the tenancy agreements shall not exceed 31 October 2031.
8. After the signing of the tenancy agreement (including renewing of the tenancy agreement), the Tenant Certificate Holder shall complete and sign the “Notice of Execution of the Tenancy Agreement (For Holder of “Certificate of Participation – Tenant”)” ⁵ prepared by HS, and within 2 weeks submit online or post the said notice to HS Applications Section. Please indicate “Letting Scheme for Subsidised Sale Developments with Premium Unpaid” and the application number on the cover of the envelope.
9. If the Tenant Certificate Holder decides to renew the tenancy agreement with the Owner Certificate Holder, the Tenant Certificate Holder shall complete and sign the “Notice of Soon-To-Expire Tenancy Agreement (For Tenant)” ⁵ prepared by HS, and within 2 months before the expiration date of tenancy agreement submit online or post the said notice to HS Applications Section. Please indicate “Letting Scheme for Subsidised Sale Developments with Premium Unpaid” and the application number on the cover of the envelope.
10. If Tenant Certificate Holder terminates the tenancy agreement with the Owner Certificate Holder before the expiration date of the tenancy agreement, Tenant 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 (For Holder of “Certificate of Participation – Tenant”)” ⁵ prepared by HS and submit online or post the said notice to HS Applications Section. Please indicate “Letting Scheme for Subsidised Sale Developments with Premium Unpaid” and the application number on the cover of the envelope.
11. The Tenant Certificate Holder must be the tenant signing the tenancy agreement. The Tenant Certificate Holder and family member(s) listed on the Tenant Certificate must live in the rented flat or bedroom(s) for tenancy period under the Scheme.

³ Regarding the latest status of the Owner Certificate and Tenant Certificate, please visit the designated website of the Scheme: lettingscheme.hkhs.com or call the Scheme hotline 8108 0678 for enquiry.

⁴ The prescribed tenancy agreement can be downloaded at the designated website of the Scheme: lettingscheme.hkhs.com or collected at HS Applications Section (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 further notice.

⁵ 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 HS Applications Section (G/F, Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong).

12. If at any time during the term of the tenancy, the Tenant Certificate Holder and/or any family member(s) listed on the Tenant Certificate confirm(s) acceptance of a Light Public Housing unit allocated by Housing Bureau or Transitional Housing unit recognised by Housing Bureau as a Category A tenant or Transitional Rental Housing unit provided by HS (T-Home) or a traditional Public Rental Housing (hereinafter referred to as "PRH") flat allocated by HA/Housing Department or Rental Estate unit allocated by HS, or own(s)⁶ directly, indirectly or in any manner a domestic property in Hong Kong, the Tenant Certificate Holder must serve to the Owner Certificate Holder a two (2) months' notice to terminate the tenancy agreement within 14 days. If the Tenant Certificate Holder does not terminate the tenancy agreement, HA/Housing Department or HS is entitled to cancel the relevant traditional PRH flat or rental estate unit allocation or cancel/terminate the relevant traditional PRH flat or rental estate unit tenancy.
13. HS reserves the right to (i) notify the owners of the Flat and relevant government authority about the tenant and/or tenant's family member(s)' allocation of a traditional PRH flat or rental estate unit or the acquisition of a residential property in Hong Kong, and (ii) revoke the Tenant Certificate held by the tenant.
14. HS reserves the right to revoke and terminate Tenant Certificate upon issuance of the notice to the Tenant Certificate Holder.
15. Tenant Certificate will be revoked, terminated and become invalid in case of the following:
 - 15.1 Upon issuance of the notice of revocation to the Tenant Certificate Holder; or
 - 15.2 (If there is an existing tenancy agreement (including renewing of the tenancy agreement) entered into with an Owner Certificate Holder as of 2 November 2029) on the date of expiration or sooner determination of such tenancy agreement; or
 - 15.3 (If there is no existing tenancy agreement (including renewing of the tenancy agreement) entered into with an Owner Certificate Holder as of 2 November 2029) on 2 November 2029; or
 - 15.4 Other circumstances (if any) as stated in (i) the terms and conditions of the Scheme and (ii) the relevant Government Land Grant (including Modification Letter(s) and the Waiver Letter(s)).

Signature of the applicant

Date:

⁶ Applicant and/or his/her family member(s) 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 properties include 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.