

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 “HKHS”) or Hong Kong Housing Authority (hereinafter referred to as “HA”) to let their entire flats/individual bedroom(s) therein to eligible traditional public rental housing (hereinafter referred to as “PRH”) applicants of HA.
Designated Subsidised Sale Flats:	The Scheme is only applicable to the designated subsidised sale flats with premium unpaid (hereinafter referred to as “the Flat”) of HKHS and HA. Please refer to the designated website of the Scheme: lettingscheme.hkhs.com for the list of relevant estates.
Application Period:	Application is now open (no application deadline at this moment)
Application Fee:	HK\$150 Application fee must be paid at the time of submission of the application. The application fee, once paid, is non-refundable and non-transferable irrespective of the result of application.
Scheme Hotline:	8108 0678
Designated Website of the Scheme:	lettingscheme.hkhs.com

1. Eligibility Criteria

- 1.1 The “**Certificate of Participation – Tenant (PRH Applicant)**” (hereinafter referred to as “**Tenant Certificate (PRH Applicant)**”) 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); or

1.1.3 Category (3)

Ordinary Family with bab(ies) born on or after 25 October 2023 **holding a valid** PRH application number of HA and that application has been registered for **2 years or more** (i.e. from the registration date of PRH application to the application form submission date of the Scheme), and must be eligible under HA’s “Families with Newborns

Allocation Priority Scheme” (i.e. the PRH application family must add the relevant newborn(s) to his/her PRH application on or before the day when the eligible newborn(s) turn(s) one year old, and the waiting time credit of one year will then be given).

- 1.1.4 **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, 1.1.2 or 1.1.3 of the above are the tenants of traditional PRH of HA or Rental Estate of HKHS and/or their spouses, he/she/they are not eligible to apply under the Scheme. Besides, if the applicant and/or Family Members is/are on the household register/licence of traditional PRH/Rental Estate of HA or HKHS, or on household record of other subsidised housing projects/schemes, or residing on a Transitional Housing unit recognised by Housing Bureau (hereinafter referred to as “HB”), or the whole household of sitting Light Public Housing (hereinafter referred to as “LPH”) occupant(s), he/she/they can apply for **Tenant Certificate (PRH Applicant)**. However, he/she/they must move out from his/her/their original flat, and/or have his/her/their name(s) deleted from the respective household register after entering into tenancy agreement with the holder of “Certificate of Participation – Owner” (hereinafter referred to as “**Owner Certificate**”).
- 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/or 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 (PRH Applicant)**, and must not own directly or indirectly or in any manner any domestic property in Hong Kong^(Note 1) and not been allocated any traditional PRH flat by HA or Rental Estate unit by HKHS at any time.
- 1.5 Those who have applied under the Scheme but have not been successfully issued with the **Tenant Certificate (PRH Applicant)** can reapply and pay the application fee if they are still interested and meet the eligibility of the Scheme.
- 1.6 In case of any disputes regarding the eligibility criteria, the decision of HKHS shall be final and conclusive. HKHS reserves the right not to accept any application.

Note 1: Applicants and/or 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 a beneficiary of the estate of any deceased person which includes 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) 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 private domestic property, rooftop structure approved by the Building Authority, domestic building lots and Small House Grants approved by the Lands Department in Hong Kong.

2. Important Notes for Application and Application Form Submission

- 2.1 Now open for application (no application deadline at this moment).
- 2.2 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 the designated website of the Scheme: **lettingscheme.hkhs.com**, or collected during the **office hours** at following location:
- 2.2.1 HKHS 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).
- 2.3 Please read this AG carefully before completing the AF. Application should be submitted in one of the following manners:
- 2.3.1 Online Application
- Submit online application and pay an application fee of HK\$150 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 duplicate application and HKHS reserves the right to cancel all related applications; or
- 2.3.2 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 an application fee of HK\$150 (paid in the form of crossed cheque or cashier's order payable to "HONG KONG HOUSING SOCIETY" and indicate the name and contact number of the applicant at the back of the cheque/cashier's order. Cash, post-dated cheque or electronic cheque will not be accepted. All applications with dishonored cheques/cashier's orders or without cheque/cashier's order will be cancelled.)
- **By mail** to Hong Kong Housing Society, G.P.O. Box No. 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 HKHS due to insufficient postage, the application will not be processed; or
 - **By returning in person** at HKHS Applications Section (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).
- 2.4 Applications made not in the manner specified above or duplicate applications will not be accepted. Each applicant/each family applicant can only submit one application and each person may only be listed on one AF under the Scheme (including online application). Should duplicate applications be found, HKHS reserves the right to cancel all related applications. The application fee, once paid, is non-refundable and non-transferable irrespective of the result of the application.
- 2.5 No supporting documents are required to be submitted by the applicants and Family Members at the time of submitting the AF.
- 2.6 All information provided must be true and correct or else HKHS is entitled to cancel such application. HKHS reserves the right not to accept any application.

3. Processing of Application

- 3.1 For online application, after the applicants have completed all application procedures and paid the application fee, HKHS will send an online application record containing the application number by email to their email address provided, applicants can print or save the document as record.
- 3.2 Upon receipt of the AF by post or by hand, HKHS will notify the applicants of their application number by mail to the correspondence address provided by the applicants.

4. Vetting Process

- 4.1 Upon vetting of application, HKHS will cross check with HA on the information provided by the applicants to confirm whether they are the same as that of the application for HA PRH. In case of inconsistencies, HKHS 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 2), the applicants must notify HA and HKHS for rectification as soon as possible.
- 4.2 HKHS will issue letter(s) and invite applicants and all Family Members (if any) listed on the AF who are aged 18 or above to provide relevant income and asset information and complete the vetting procedure in person in HKHS Applications Section's office.
- 4.3 All duly vetted applicants and Family Members listed on the AF who are aged 18 or above (if any) shall make statutory declarations in person in HKHS Applications Section's office 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 the Scheme (including but not limited to income and asset) and does/do not own directly or indirectly or in any manner any domestic property in Hong Kong ^(Note 1). After the completion of statutory declarations by the above persons, the signing of the "Declaration and Undertaking" by the applicants and the applicants agree and promise to abide by the terms and conditions of the Scheme, HKHS will arrange with the applicants to collect the **Tenant Certificate (PRH Applicant)**.
- 4.4 If the applicant needs to change the date/time scheduled for procedures of vetting, declaration and collection of **Tenant Certificate (PRH Applicant)**, prior written application must be made to HKHS Applications Section, and such change would only be confirmed after approval by HKHS. If the Applicant does not attend the interview completing the procedures of declaration and collection of **Tenant Certificate (PRH Applicant)** at the scheduled or rescheduled time as approved by HKHS beforehand, HKHS will consider the Applicant not intending to continue his/her application under the Scheme and cancel his/her application, and the application fee paid is non-refundable and non-transferable. HKHS reserves the right to reject any application to change the date/time, without giving explanation.
- 4.5 **Please note:** If the holder(s) of a valid **Tenant Certificate (PRH Applicant)** (hereinafter referred to as "**Tenant Certificate (PRH Applicant) Holder(s)**") and/or any Family Member(s) is/are on the household register/licence of traditional PRH/Rental Estate of HA, HKHS or household record of other subsidised housing schemes, when the applicant (namely the **Tenant Certificate (PRH Applicant) Holder**) enters into tenancy agreement with owner(s) holding valid **Owner Certificate** (hereinafter referred to as "**Owner Certificate Holder(s)**"), he/she/they shall move out from such unit(s) and have his/her/their name(s)

Note 2: Change of family particulars includes but is 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, provided that a valid medical certificate specifying expected date of delivery shall be submitted upon the request of HKHS, 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.

deleted from the respective household register within 2 months (applicable to HKHS's Rental Estate household records) or 60 days (applicable to HA's traditional PRH household records) from the effective date of the tenancy agreement. If **Tenant Certificate (PRH Applicant) Holder(s)** and/or Family Members is/are the whole household of sitting traditional PRH/Rental Estate licencees and their spouses have to surrender their traditional PRH/Rental Estate units to HA or HKHS. The relevant applicant and/or Family Member(s) will not be allowed to reinstate into their previous traditional PRH/Rental Estate or subsidised housing scheme records due to self-withdrawal from the Scheme. Please contact relevant Estate Offices/District Tenancy Management Offices/ relevant organisations for details.

- 4.6 If **Tenant Certificate (PRH Applicant) Holder(s)** and/or Family Members is/are the whole household of sitting LPH occupant(s), the licencee(s) of the concerned LPH unit(s) shall submit a Notice-to-Quit to HB after entering into tenancy agreement with **Owner Certificate Holder(s)**. The LPH occupant(s) shall terminate the Occupation Licence Agreement of his/her/their unit(s) within 60 days and shall return his/her/their LPH unit(s) in vacant possession to the HB on or before the day the licence is terminated.
- 4.7 If **Tenant Certificate (PRH Applicant) Holder(s)** and/or any Family Member(s) is/are residing on a Transitional Housing unit recognised by HB, he/she/they must move out from their original flat after entering into tenancy agreement with **Owner Certificate Holder(s)**.

5. The Key Terms and Conditions for the Issuance of Tenant Certificate (PRH Applicant) and Tenancy Arrangements

- 5.1 **Tenant Certificate (PRH Applicant) Holders** and Family Members who hold and use a **Tenant Certificate (PRH Applicant)** are subject to the terms and conditions contained in the "Declaration and Undertaking" mentioned in Clause 4.3.
- 5.2 **Tenant Certificate (PRH Applicant) Holders** shall not assign or sell their interests in the **Tenant Certificate (PRH Applicant)** to a third party (including Family Members).
- 5.3 Subject to the terms and conditions of the Scheme and (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), in accepting and abiding the aforementioned terms and conditions, the **Tenant Certificate (PRH Applicant) Holders** may negotiate with and rent from the **Owner Certificate Holders** the subsidised sale flat listed on the **Owner Certificate** in the following situations:
 - 5.3.1 If there is "Nil/One only" bedroom in the Flat as specified on the relevant **Owner Certificate**, the **Tenant Certificate (PRH Applicant) Holder** can only rent the entire flat from the **Owner Certificate Holder**.
 - 5.3.2 If there are "Two or above" bedrooms in the Flat as specified on the relevant **Owner Certificate**, the **Tenant Certificate (PRH Applicant) Holder** can rent one or more bedroom(s), 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 (PRH Applicant) Holders), and each tenant should at least rent one bedroom.]**
 - 5.3.3 If it is specified on the relevant **Owner Certificate** that the Flat is a HA's subsidised sale flat, the **Tenant Certificate (PRH Applicant) Holder** must apply to HA for a "**Nomination Certificate**" ^(Note 3) for renting the Flat/bedroom(s) in accordance with

Note 3: 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 (PRH Applicant) 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/>.

the regulations of HA and must enter into the tenancy agreement with the said **Owner Certificate Holder** only after obtaining the “**Nomination Certificate**” from HA. Under no circumstance does HKHS guarantee that **Tenant Certificate (PRH Applicant) Holder** can obtain a “**Nomination Certificate**” issued by HA successfully.

- 5.3.4 If it is specified on the relevant **Owner Certificate** that the Flat is a HKHS’s subsidised sale flat, the **Tenant Certificate (PRH Applicant) Holder** must apply to HKHS for a “**Nomination Certificate**”^(Note 4) for renting the Flat/bedroom(s) and must enter into the tenancy agreement with the said **Owner Certificate Holder** only after obtaining the “**Nomination Certificate**” from HKHS. Under no circumstance does HKHS guarantee that **Tenant Certificate (PRH Applicant) Holder** can obtain a “**Nomination Certificate**” successfully.
- 5.3.5 The relevant **Tenant Certificate (PRH Applicant), Owner Certificate** and “**Nomination Certificate**” must remain valid^(Note 5) as at the date of the signing of the tenancy agreement (or renewal of the tenancy agreement) and throughout the term of tenancy agreement.
- 5.3.6 **Tenant Certificate (PRH Applicant) Holders** and **Owner Certificate Holders** must use the prescribed tenancy agreement (applicable to the prevailing latest version)^(Note 6) under the Scheme when signing or renewing the tenancy agreement. For the principal terms and conditions of the prescribed tenancy agreement, please refer to section 6 of this AG.
- 5.4 Except due to change of leased premises with HKHS’s approval, the **Tenant Certificate (PRH Applicant) Holder** must not enter into tenancy agreement under the Scheme with overlapping tenancy periods.
- 5.5 HKHS reserves the right to revise the prescribed tenancy agreement without further notice.
- 5.6 The commencement date of the term of the tenancy agreements shall not be later than 1 November 2029.
- 5.7 The expiration date of the tenancy agreements shall not exceed 31 October 2031.
- 5.8 After signing the tenancy agreement (including renewal of the tenancy agreement), the **Tenant Certificate (PRH Applicant) Holder** shall complete and sign the “Notice of Execution of the Tenancy Agreement (For Holder of “Certificate of Participation – Tenant”)”^(Note 7) prepared by HKHS, and within 2 weeks submit online or post the said notice to HKHS Applications Section. Please indicate “Letting Scheme for Subsidised Sale Developments with Premium Unpaid” and the application number on the cover of the envelope.
- 5.9 If the **Tenant Certificate (PRH Applicant) Holder** decides to renew the tenancy agreement with the **Owner Certificate Holder**, the **Tenant Certificate (PRH Applicant) Holder** shall complete and sign the “Notice of Soon-To-Expire Tenancy Agreement (For Tenant)”^(Note 7)

Note 4: Regarding the application form and application guide of HKHS’s “**Nomination Certificate**”, please call 8108 0678 or attend HKHS Applications Section (G/F, Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong) for enquiry. The application form can also be downloaded at the designated website of the Scheme: lettingscheme.hkhs.com or collected at HKHS Applications Section during the office hours.

Note 5: Regarding the latest status of the **Owner Certificate** and **Tenant Certificate (PRH Applicant) Certificate**, please visit the designated website of the Scheme: lettingscheme.hkhs.com or call the Scheme hotline on 8108 0678 for enquiry.

Note 6: The prescribed tenancy agreement can be downloaded at the designated website of the Scheme: lettingscheme.hkhs.com or collected at HKHS Applications Section (G/F, Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong).

Note 7: 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 HKHS Applications Section (G/F, Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong).

prepared by HKHS, and at least 2 months before the expiration date of the tenancy agreement submit online or post the said notice to HKHS Applications Section. Please indicate “Letting Scheme for Subsidised Sale Developments with Premium Unpaid” and the application number on the cover of the envelope.

- 5.10 If the **Tenant Certificate (PRH Applicant) Holder** and the **Owner Certificate Holder** terminate the tenancy agreement before the expiration date of the tenancy agreement, the **Tenant Certificate (PRH Applicant) Holder** shall within 2 weeks upon the issue/receipt of the relevant notice of termination of tenancy agreement, complete and sign the “Notice of Early Termination of the Tenancy Agreement (For Holder of “Certificate of Participation – Tenant”)”^(Note 7) prepared by HKHS, and submit online or post the said notice to HKHS Applications Section. Please indicate “Letting Scheme for Subsidised Sale Developments with Premium Unpaid” and the application number on the cover of the envelope.
- 5.11 The **Tenant Certificate (PRH Applicant) Holder** must be the tenant signing the tenancy agreement. The **Tenant Certificate (PRH Applicant) Holder** and Family Member(s) must reside in the rented Flat or bedroom(s) during the tenancy period under the Scheme.
- 5.12 If at any time during the term of the tenancy agreement, the **Tenant Certificate (PRH Applicant) Holder** and/or any Family Member(s) listed on the **Tenant Certificate (PRH Applicant)** confirm(s) acceptance of a LPH unit allocated by HB or Transitional Housing unit recognised by HB as a Category A tenant or Transitional Rental Housing unit provided by HKHS (T-Home) or a traditional PRH flat allocated by HA/Housing Department (hereinafter referred to as “HD”) or Rental Estate unit allocated by HKHS, or own(s) directly, indirectly or in any manner a domestic property in Hong Kong^(Note 1), the **Tenant Certificate (PRH Applicant) Holder** must serve to the **Owner Certificate Holder** a two (2) months’ notice in writing to terminate the tenancy agreement within 14 days. (**Please note that** if the **Tenant Certificate (PRH Applicant) Holder** terminates the tenancy agreement under this term, he/she shall not be required to make any compensation to the **Owner Certificate Holder**.) If the **Tenant Certificate (PRH Applicant) Holder** fails to make a truthful declaration or fails to terminate the tenancy agreement in accordance with the above requirements, HA/HD or HKHS is entitled to cancel the relevant allocation of traditional PRH flat or Rental Estate unit or cancel/terminate the relevant traditional PRH flat or Rental Estate unit tenancy.
- 5.13 If the **Tenant Certificate (PRH Applicant) Holder** and/or any family member(s) listed on the relevant **Tenant Certificate (PRH Applicant)** has/have entered into any agreement (including provisional agreement) to purchase any domestic property in Hong Kong but the property concerned or the transaction has not been completed yet and the relevant assignment has not yet been executed, the **Tenant Certificate (PRH Applicant) Holder** shall not be obliged to serve on **Owner Certificate Holder** the 2 months’ notice specified in paragraph 5.12 above to terminate the tenancy agreement but the **Tenant Certificate (PRH Applicant) Holder** shall, within 14 days from the date of execution of the Deed of Assignment of that domestic property serve on the **Owner Certificate Holder** a 2 months’ notice in writing to terminate the tenancy agreement provided that the **Tenant Certificate (PRH Applicant) Holder** shall truthfully report to HKHS the entering into any agreement (including provisional agreement) to acquire any domestic property in any manner in Hong Kong within 14 days therefrom.
- 5.14 HKHS has the right to (i) notify the owner(s) of the relevant Flat and relevant government departments, government bureaux (including but not limited to HB), operating organisations of subsidised housing projects/schemes (including but not limited to Transitional Housing/LPH recognised by HB) about the tenant and/or tenant’s Family Member(s)’

allocation of a traditional PRH flat/Rental Estate unit or the acquisition of a domestic property ^(Note 8) in Hong Kong, and (ii) revoke the **Tenant Certificate (PRH Applicant)**.

- 5.15 **Tenant Certificate (PRH Applicant) Holders** and the **Owner Certificate Holders** may complete the tenancy arrangement by pairing up on their own ^(Note 9) 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 (PRH Applicant) Holders** and the **Owner Certificate Holders** are required to produce to each other or the estate agent(s) a valid **Owner Certificate**, **Tenant Certificate (PRH Applicant)** and “**Nomination Certificate**” to ascertain each other’s identity and eligibility before signing the tenancy agreement.

- 5.16 **Tenant Certificate (PRH Applicant) Holders** acknowledge and agree that HKHS will provide the information stated on the **Tenant Certificate (PRH Applicant)** and the signed tenancy agreement (excluding personal data) to the public for reference. For instance:

Tenant Certificate (PRH Applicant)	Tenancy Agreement
• Certificate No.; • Date of Issue; • Date of Expiration; and • The state of use.	• 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.

- 5.17 HKHS reserves the right to revise (including addition and/or deletion) any terms and conditions of the **Tenant Certificate (PRH Applicant)** in accordance with the government authority’s requests without further notice. All applicants who are issued with **Tenant Certificate (PRH Applicant)** are required to undertake to be bound by all terms and conditions as stipulated from time to time.

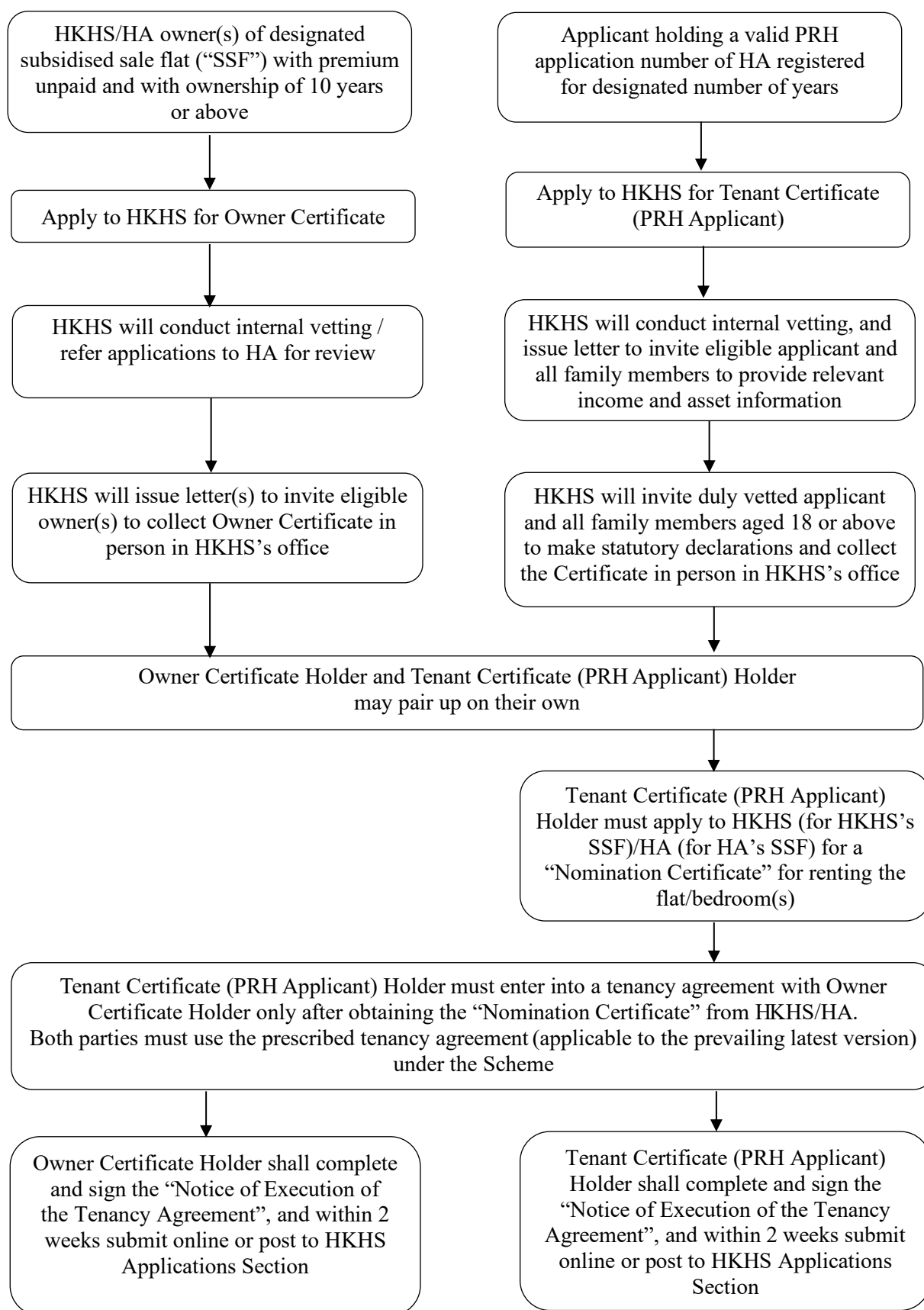
- 5.18 The subsidised sale flats under the Scheme are subject to (i) the Housing Ordinance (applicable to HA’s subsidised sale flats), (ii) the “**Nomination Certificate**” issued by hHA (applicable to HA’s subsidised sale flats), (iii) the “**Nomination Certificate**” issued by HKHS (applicable to HKHS’s subsidised sale flats), (iv) the relevant Government Land Grant (including Modification Letter(s) and Waiver Letter(s)), (v) terms and conditions (including subsequent revision(s) by HKHS from time to time) contained in the “Declaration and Undertaking” signed by holders of **Owner Certificate** and **Tenant Certificate (PRH Applicant)** and (vi) 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”.

Note 8: If the **Tenant Certificate (PRH Applicant) Holder** and/or any family member listed on the relevant **Tenant Certificate (PRH Applicant)** owns a domestic property in Hong Kong, they may not be eligible for the relevant housing application. For details, please refer to the relevant guidelines.

Note 9: HKHS has established an online “Owner and Tenant Information Sharing Platform” to assist **Owner Certificate Holders** and **Tenant Certificate (PRH Applicant) Holders** to negotiate and pair up on their own. For details, please visit the designated website of the Scheme: lettingscheme.hkhs.com.

- 5.19 If the Flat is a HKHS'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 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 an individual flat, HKHS will also revoke the **Owner Certificate** previously issued to the **Owner Certificate Holder**. HKHS shall not be liable for any loss suffered by the tenant and/or Family Member(s). In any circumstances where the Waiver Letter is revoked, the tenant and/or Family Member(s) cannot claim for any compensation from the government or HKHS.
- 5.20 If the **Tenant Certificate (PRH Applicant) Holder** contravenes any terms and conditions in the "Declaration and Undertaking" (including subsequent revision(s) by HKHS from time to time), HKHS has the right to revoke the **Tenant Certificate (PRH Applicant)** 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 (PRH Applicant)**, HKHS also has the right to notify the owner(s) of the relevant Flat and relevant government departments, government bureaux (including but not limited to HB) or operating organisations of subsidised housing projects/schemes (including but not limited to Transitional Housing/LPH recognised by HB). HKHS shall not be responsible for any loss suffered by the **Tenant Certificate (PRH Applicant) Holder**.
- 5.21 HKHS reserves the right to review whether the **Tenant Certificate (PRH Applicant) Holders** remain eligible for the Scheme at any time. The **Tenant Certificate (PRH Applicant) Holders** shall provide HKHS with information and related documents as requested by HKHS for review purposes. Upon receipt of a notice issued by HKHS, the **Tenant Certificate (PRH Applicant) Holders** shall allow HKHS, its representatives, HA or its representatives to enter the rented Flat/bedroom(s) under the Scheme for internal inspection. If the **Tenant Certificate (PRH Applicant) Holders** fail to pass the review, HKHS has the right to revoke the **Tenant Certificate (PRH Applicant)** held by them, and notify the owner(s) of the relevant Flat and relevant government departments, government bureaux (including but not limited to HB) or operating organisations of subsidised housing projects/schemes (including but not limited to Transitional Housing/LPH recognised by HB) of the relevant review results. HKHS shall not be responsible for any loss suffered by the **Tenant Certificate (PRH Applicant) Holders**.
- 5.22 HKHS reserves the right to revoke and terminate **Tenant Certificate (PRH Applicant)** upon issuance of the notice to the **Tenant Certificate (PRH Applicant) Holder**.
- 5.23 **Tenant Certificate (PRH Applicant)** will be revoked, terminated and become invalid in case of the following:
- 5.23.1 Upon issuance of the notice of revocation to the **Tenant Certificate (PRH Applicant) Holder**; or
 - 5.23.2 (If there is an existing tenancy agreement (including renewal of the tenancy agreement) entered into with an **Owner Certificate Holder** as of 2 November 2029) on the expiration date or sooner determination of such tenancy agreement; or
 - 5.23.3 (If there is no existing tenancy agreement (including renewal of the tenancy agreement) entered into with an **Owner Certificate Holder** as of 2 November 2029) on 2 November 2029; or
 - 5.23.4 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)).

5.24 Mode of Operation – Tenant Certificate (PRH Applicant) Holder renting the flat/individual bedroom(s) from Owner Certificate Holder



6. Summary of the Prescribed Tenancy Agreement – Applicable to Tenant Certificate (PRH Applicant) Holder who Rents the Flat from the Owner directly

- 6.1 As at the date of signing the tenancy agreement and throughout the tenancy period, the relevant **Owner Certificate**, **Tenant Certificate (PRH Applicant)** and “**Nomination Certificate**” must remain valid.
- 6.2 The commencement date of the term of the tenancy agreements shall not be later than 1 November 2029.
- 6.3 The expiration date of the tenancy agreements shall not exceed 31 October 2031.
- 6.4 Management fees, government rates, government rent, and property tax shall be paid by the owners.
- 6.5 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 Certificate Holder** and the **Tenant Certificate (PRH Applicant) Holder** shall be entitled to terminate the tenancy agreement by serving a 2 months’ notice in writing to the other party.
- 6.6 If at any time during the tenancy period, the **Tenant Certificate (PRH Applicant) Holder** and/or any Family Member(s) listed on the relevant **Tenant Certificate (PRH Applicant)** confirm(s) acceptance of a LPH unit allocated by HB or Transitional Housing unit recognised by HB as a Category A tenant or Transitional Rental Housing unit provided by HKHS (T-Home) or a traditional PRH flat allocated by HA/HD or Rental Estate unit allocated by HKHS, or directly, indirectly or in any manner own(s) the title of a domestic property in Hong Kong ^(Note 1), the **Tenant Certificate (PRH Applicant) Holder** must serve on the **Owner Certificate Holder** a 2 months’ notice in writing to terminate the tenancy agreement within 14 days. (**Please note that** if the **Tenant Certificate (PRH Applicant) Holder** terminates the tenancy agreement under this term, he/she shall not be required to make any compensation to the **Owner Certificate Holder**.)
- 6.7 If the **Tenant Certificate (PRH Applicant) Holder** and/or any family member(s) listed on the relevant **Tenant Certificate (PRH Applicant)** has/have entered into any agreement (including provisional agreement) to purchase any domestic property in Hong Kong but the property concerned or the transaction has not been completed yet and the relevant assignment has not yet been executed, the **Tenant Certificate (PRH Applicant) Holder** shall not be obliged to serve on **Owner Certificate Holder** the 2 months’ notice specified in paragraph 6.6 above to terminate the tenancy agreement but the **Tenant Certificate (PRH Applicant) Holder** shall, within 14 days from the date of execution of the Deed of Assignment of that domestic property serve on the **Owner Certificate Holder** a 2 months’ notice in writing to terminate the tenancy agreement provided that the **Tenant Certificate (PRH Applicant) Holder** shall truthfully report to HKHS the entering into any agreement (including provisional agreement) to acquire any domestic property in any manner in Hong Kong within 14 days therefrom.
- 6.8 The tenant must not sublet the leased property, whether in part or in whole, to any person.
- 6.9 **Owner Certificate Holders shall make the following declarations 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 Premises; or*
- *any breach of other laws and regulations in relation to the Premises.*

- 6.10 If the **Owner Certificate Holder** lets one or more bedroom(s) of the Flat to a **Tenant Certificate (PRH Applicant) Holder**, and the relevant bedroom(s) is/are not ensuite(s) with bathroom(s), the **Tenant Certificate (PRH Applicant) 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 Certificate Holder** lets one or more bedroom(s) to a **Tenant Certificate (PRH Applicant) Holder**, and one of the bedrooms is ensuite with bathroom, the **Tenant Certificate (PRH Applicant) Holder** has the right to use the kitchen of the Flat.
- 6.11 During the tenancy period, if the relevant Waiver Letter(s) (in respect of any Flat) is revoked by government authority (only applicable to HKHS's subsidised sale flats with premium unpaid) or the **Owner Certificate** of the owner is revoked by HKHS, the **Owner Certificate Holder** shall permit the **Tenant Certificate (PRH Applicant) Holder** to continue to rent the Flat/bedroom(s), until the expiration date or the termination date of the tenancy (as the case may be).
- 6.12 If the **Owner Certificate** or **Tenant Certificate (PRH Applicant)** is revoked by HKHS during the tenancy period, the other party is entitled to terminate the tenancy agreement.
- 6.13 If the **Tenant Certificate (PRH Applicant)** held by the **Tenant Certificate (PRH Applicant) Holder** is revoked by HKHS during the tenancy period, the **Owner Certificate Holder** has the right to terminate the tenancy agreement according to its terms, the **Tenant Certificate (PRH Applicant) Holder** shall return the possession of the leased property to the **Owner Certificate Holder** pursuant to the stipulations of the tenancy agreement.
- 6.14 If the **Tenant Certificate (PRH Applicant) Holder** passes away during the tenancy period, the **Owner Certificate Holder** shall permit the Occupier(s) who is/are listed on the tenancy agreement to continue to reside in the Flat/bedroom(s) on the same terms and conditions of the tenancy agreement until the tenancy expiration date of the term or the tenancy termination date (as the case may be).
- 6.15 The **Owner Certificate Holder** and **Tenant Certificate (PRH Applicant) Holder** shall bear the stamp duty ^(Note 10) of the tenancy agreement equally.

7. Additional Notes

- 7.1 The **Owner Certificate Holder** and **Tenant Certificate (PRH Applicant) Holder** shall be responsible for arranging the stamping of the signed tenancy agreement.
- 7.2 In addition to the stamp duty, the **Tenant Certificate (PRH Applicant) Holder/Owner Certificate Holder** may be required to pay individually, including but not limited to, the following fees as they go through the procedure of the tenancy arrangements:
- 7.2.1 Commission fee charged by estate agent(s) for the tenancy agency work (if the transaction was completed through estate agent(s)); and
- 7.2.2 Legal fee charged by lawyers for handling the tenancy arrangements (if lawyers were engaged in handling the tenancy agreement).
- 7.3 HKHS advises that the **Tenant Certificate (PRH Applicant) Holder** should verify the identity of the current owner(s) of the Flat and have an on-site inspection before signing the tenancy agreement and should purchase suitable insurance for the Flat/bedroom(s) during the tenancy period.

Note 10: HKHS is not responsible for stamp duty matters. For details and more information on stamp duty 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>.

- 7.4 In the event of any controversies or disputes between the **Tenant Certificate (PRH Applicant) Holder** and **Owner Certificate Holder** regarding the tenancy (including but not limited to the terms and conditions of the tenancy agreement), it shall be handled by the contractual parties on their own.
- 7.5 The public may check the latest status of the **Owner Certificate** or **Tenant Certificate (PRH Applicant)** issued by HKHS at the designated website of the Scheme: lettingscheme.hkhs.com.
- 7.6 Applicant's and/or Family Member(s)' applications in respect of HA traditional PRH or HKHS Rental Estate will not be affected or advanced by their participation in the Scheme. If the applicant still meets the relevant eligibility, the relevant department will continue to handle his/her application according to the prevailing application policy and procedure.
- 7.7 After the issue of **Tenant Certificate (PRH Applicant)**, **Tenant Certificate (PRH Applicant) Holders** are responsible to notify HA and HKHS if there is any change of family particulars (including but not limited to number of family members, income and asset).
- 7.8 **Tenant Certificate (PRH Applicant) Holder** shall submit copies of **Owner Certificate** and **Tenant Certificate (PRH Applicant)** when applying for a "Nomination Certificate" from HA or HKHS.
- 7.9 During the tenancy period, if the relevant Waiver Letter(s) (in respect of any Premises) is revoked by government authority (only applicable to HKHS's subsidised sale flats with premium unpaid) or the **Owner Certificate** of the owner is revoked by HKHS, the **Owner Certificate Holder** shall permit the tenant 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.

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

- 8.1 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 false or inaccurate or misleading information will be revoked and all application fees paid will not be refunded or transferred. HKHS has the final decision on whether the relevant documents provided by the applicant and Family Members contain such false or inaccurate or misleading information.
- 8.2 Any person who induces or causes HKHS 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.
- 8.3 If the applicant provides or makes any information or statement or representation that is false or inaccurate or misleading in the application, HKHS will not issue the **Tenant Certificate (PRH Applicant)**. All application fees paid will not be refunded or transferred. HKHS 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.
- 8.4 HKHS will revoke the **Tenant Certificate (PRH Applicant)** 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 (PRH Applicant)** and hold the person liable for any loss resulting thereof.

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

- 9.1 The personal data collected in the AF are used for processing the applications under the Scheme and its related matters. HKHS may also use the information for statistical surveys or 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, HKHS may not be able to process the relevant applications and the application fee, once paid, is non-refundable and non-transferable.
- 9.2 When assessing the eligibility of the applicant(s) and/or Family Member(s), HKHS 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 HKHS to disclose, verify and match the relevant information with other government departments (including but not limited to the Land Registry, Companies Registry, Transport Department, Immigration Department, Inland Revenue Department, Lands Department, Social Welfare Department and HD), government bureaux (including but not limited to HB), operating organisations of subsidised housing projects/schemes (including but not limited to Transitional Housing/LPH recognised by HB), public/private organisations/companies (including but not limited to HA, Urban Renewal Authority (hereinafter referred to as “URA”), Mandatory Provident Fund Schemes Authority (hereinafter referred to as “MPFA”), banks and financial institutions), relevant employers or HKHS’s existing records, and further agree for any government departments (including but not limited to the Land Registry, Companies Registry, Transport Department, Immigration Department, Inland Revenue Department, Lands Department, Social Welfare Department and HD), , government bureaux (including but not limited to HB), operating organisations of subsidised housing projects/schemes (including but not limited to Transitional Housing/LPH recognised by HB), public/private organisations/companies (including but not limited to HA, URA, MPFA, banks and financial institutions) or relevant employers to provide HKHS with the applicant(s)’ and Family Member(s)’ personal data (including but not limited to marital status and Mandatory Provident Fund contribution records) in their possession for the purpose of comparing or matching the information in the AF. The information provided may also be used by HKHS for conducting statistical surveys and researches. The applicants and/or Family Members should also agree that HKHS may pass the AF and the personal data on the **Tenant Certificate (PRH Applicant)** to be issued in respect of the applications to HKHS’s data processing service contractor for data processing in connection with their applications, and that the information provided will be passed to “Letting Scheme for Subsidised Sale Developments with Premium Unpaid” Hotline for answering their enquiries.
- 9.3 When HKHS is reviewing the applications of the Scheme or conducting review of the eligibility, HKHS 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, HD, other government departments, government bureaux, operating organisations of subsidised housing projects/schemes, public/private organisations/companies or relevant employers for the purposes stated above.
- 9.4 Personal data provided in the AF are for the purpose of application under the Scheme. HKHS will only retain the personal data collected for as long as necessary to fulfill the purposes of personal data collection specified above. HKHS will periodically redact, purge, destroy or anonymise unnecessary personal data in HKHS system in accordance with HKHS internal procedures. Also, designated persons authorized for handling of personal data collected (including but not limited to HKHS employees and contractors) must comply with HKHS’s instruction as directed and under a duty of confidentiality to HKHS. 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 Hong Kong Housing Society Applications Section 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 a copy of personal data.

10. Warning

Applicants should note that the fee payable to HKHS for application under the Scheme is mentioned in pages 1 and 2 of this AG. If you are approached by any HKHS 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. HKHS 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.

11. Contact Us

- 11.1 Browse the designated website for the Scheme at: lettingscheme.hkhs.com.
- 11.2 Call the Scheme hotline on 8108 0678 (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).
- 11.3 HKHS 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. HKHS 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 HKHS. HKHS 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. HKHS reserves the right to make amendments to this AG and/or any content in the AF without further notice.