

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 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 HS and HA. Please refer to the designated website of the Scheme: lettingscheme.hkhs.com for the list of relevant estates.
Application Period:	Now for application (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.
The Scheme 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 and/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/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**, 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 HS at any time.
- 1.5 Those who have applied under the Scheme 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 the 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. Important Notes for Application and Application Form Submission

- 2.1 Now open for application (no application deadline at this moment).
- 2.2 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 the designated website of the Scheme: **lettingscheme.hkhs.com**, or collected during the **office hours** at following locations:
 - 2.2.1 HS 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); or
 - 2.2.2 Rental Estate Offices of HS^(Note 2).
- 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\$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 duplicate application and HS reserves the right to cancel all related applications; or

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 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.

Note 2: Regarding the office hours of respective Rental Estate Offices of HS, please visit the website of HS <http://www.hkhs.com>.

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\$100 (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 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 HS 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 in one AF under the Scheme (including online application). Should duplicate applications be found, HS reserves the right to cancel all related applications. The application fee, once paid, is non-refundable and non-transferrable 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 HS is entitled to cancel such application. HS 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, HS 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, HS 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, HS 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, 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 3), the applicants must notify HA and HS for rectification as soon as possible.
- 4.2 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 in HS Applications Section's office.
- 4.3 All duly vetted applicants and all Family Members (if any) listed in the AF who are aged 18 or above shall make statutory declarations in person in HS Applications Section's office according

Note 3: 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, 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.

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**.

- 4.4 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 HS Applications Section, 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 the date/time, without giving explanation.
- 4.5 **Please note:** If the holder(s) of a valid **Tenant Certificate** (hereinafter referred to as “**Tenant Certificate Holder(s)**”) and/or any Family Member(s) is/are on the household register or record of traditional PRH/rental estate units of HA/HS or subsidised housing schemes under HA/HS, when the applicant (namely the **Tenant Certificate Holder**) enters into tenancy agreement with owner(s) holding valid “Certificate of Participation – Owner” (hereinafter referred to as “**Owner Certificate**”) (hereinafter referred to as “**Owner Certificate Holder(s)**”), he/she/they must leave their original flat and delete the relevant household records within 2 months (applicable to HS’s rental estate household records) or 60 days (applicable to HA’s traditional PRH household records) from the effective date of the tenancy agreement. 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.

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

- 5.1 **Tenant Certificate Holders** and Family Members who hold and use a **Tenant Certificate** are subject to the terms and conditions contained in the “Declaration and Undertaking” mentioned in Clause 4.3.
- 5.2 **Tenant Certificate Holders** shall not assign or sell their interests in the **Tenant Certificate** 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 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 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 Holder** can 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.]

- 5.3.3 If it is specified on the **Owner Certificate** that the Flat is a HA's subsidised sale flat, the **Tenant Certificate Holder** must apply from HA for a "**Nomination Certificate**"^(Note 4) 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 obtaining the "**Nomination Certificate**" from HA. Under no circumstance does HS guarantee that **Tenant Certificate Holder** can obtain a "**Nomination Certificate**" issued by HA successfully.
- 5.3.4 The relevant **Tenant Certificate**, **Owner Certificate** and "**Nomination Certificate**" (if applicable) must remain valid^(Note 5) as at the date of the signing of the tenancy agreement (or renewing of the tenancy agreement) and throughout the term of tenancy agreement.
- 5.3.5 **Tenant Certificate 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 HS's approval, the **Tenant Certificate Holder** must not enter into tenancy agreement under the Scheme with overlapping tenancy periods.
- 5.5 HS 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 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")"^(Note 7) 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.
- 5.9 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)"^(Note 7) prepared by HS, and within 2 months before the expiration date of the 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.
- 5.10 If the **Tenant Certificate Holder** and the **Owner Certificate Holder** terminate the tenancy agreement before the expiration date of the tenancy agreement, the **Tenant Certificate 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 HS, and submit online or

Note 4: 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/>.

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

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.

- 5.11 The **Tenant Certificate Holder** must be the tenant signing the tenancy agreement. The **Tenant Certificate Holder** and Family Member(s) must reside in the rented Flat or bedroom(s) for tenancy period under the Scheme.
- 5.12 If at any time during the term of the tenancy agreement, the **Tenant Certificate Holder** and/or any Family Member(s) listed on the **Tenant Certificate** confirm(s) acceptance of a Light Public Housing (hereinafter referred to as “LPH”) 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 PRH flat allocated by HA/Housing Department or Rental Estate unit allocated by 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 Certificate Holder** a two (2) months’ notice to terminate the tenancy agreement within 14 days. **(Please note that if the Tenant Certificate 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 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.
- 5.13 HS has the right to 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/rental estate unit or the acquisition of a residential property in Hong Kong, and (ii) revoke the **Tenant Certificate**.
- 5.14 **Tenant Certificate Holders** and the **Owner Certificate Holders** may complete the tenancy arrangement by pairing up on their own ^(Note 8) 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 Holders** and the **Owner Certificate Holders** are required to produce to each other or the estate agent(s) a 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.
- 5.15 **Tenant Certificate Holders** acknowledge and agree that HS will provide the information stated on the **Tenant Certificate** and the signed tenancy agreement (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.

- 5.16 HS reserves the right to revise (including addition and/or deletion) any terms and conditions in the issuance of the **Tenant Certificate** in accordance with the government authority’s requests without further 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.

Note 8: HS has established an online “Owner and Tenant Information Sharing Platform” to assist **Owner Certificate Holders** and **Tenant Certificate Holders** to negotiate and pair up on their own. For details, please visit the designated website of the Scheme: lettingscheme.hkhs.com.

- 5.17 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 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 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".
- 5.18 If the Flat is a 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 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, 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 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 HS.
- 5.19 If the **Tenant Certificate Holder** contravenes any terms and conditions in the "Declaration and Undertaking" (including subsequent revision(s) 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 and relevant government authority. HS shall not be responsible for any loss suffered by the **Tenant Certificate Holder**.
- 5.20 HS reserves the right to review whether the **Tenant Certificate Holders** remain eligible for the Scheme at any time. The **Tenant Certificate Holders** 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 Holders** shall allow HS, its representatives, HA or its representatives to enter the rented Flat/bedroom(s) under the Scheme for internal inspection. If the **Tenant Certificate Holders** fail to pass the review, HS has the right to revoke the **Tenant Certificate** held by them, 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 Holders**.
- 5.21 HS reserves the right to revoke and terminate **Tenant Certificate** upon issuance of the notice to the **Tenant Certificate Holder**.
- 5.22 **Tenant Certificate** will be revoked, terminated and become invalid in case of the following:
- 5.22.1 Upon issuance of the notice of revocation to the **Tenant Certificate Holder**; or
 - 5.22.2 (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
 - 5.22.3 (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
 - 5.22.4 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)).

6. Summary of the Prescribed Tenancy Agreement – Applicable to Tenant Certificate 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** and “**Nomination Certificate**” (if applicable) must still be 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 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 Holder** and/or any Family Member(s) listed on the relevant **Tenant Certificate** confirm(s) acceptance of a LPH 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 PRH flat allocated by HA/Housing Department or Rental Estate unit allocated by HS, or directly, indirectly or in any manner own(s) the title of a domestic property in Hong Kong ^(Note 1), the **Tenant Certificate Holder** must serve on the **Owner Certificate Holder** a 2 months’ notice to terminate the tenancy agreement within 14 days. (**Please note that** if the **Tenant Certificate 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 The tenant must not sublet the leased property, whether in part or in whole, to any person.
- 6.8 **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.*
- 6.9 If the **Owner Certificate Holder** 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 Certificate Holder** 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.
- 6.10 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 Certificate Holder** shall permit the **Tenant Certificate 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).
- 6.11 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.
- 6.12 If the **Tenant Certificate** held by the **Tenant Certificate Holder** is revoked by HS during the tenancy period, the **Owner Certificate Holder** has the right to terminate the tenancy agreement according to its terms, the **Tenant Certificate Holder** shall return the possession of the leased property to the **Owner Certificate Holder** pursuant to the stipulations of the tenancy agreement.
- 6.13 If the **Tenant Certificate Holder** passes away during the tenancy period, the **Owner Certificate Holder** shall permit the Occupier(s) who is/are listed in the tenancy agreement to continue to

reside in the Flat/bedroom 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).

- 6.14 The **Owner Certificate Holder** and **Tenant Certificate Holder** shall bear the stamp duty ^(Note 9) of the tenancy agreement equally.

7. Additional Notes

- 7.1 The **Owner Certificate Holder** and **Tenant Certificate Holder** shall be responsible for arranging the stamping of the signed tenancy agreement.
- 7.2 In addition to the stamp duty, the **Tenant Certificate 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 HS advises that the **Tenant Certificate Holder** should verify the identity of the current owner(s) of the Flat and have an on-site inspection before the signing of the tenancy and should purchase suitable insurance for the Flat/bedroom(s) during the tenancy period.
- 7.4 In the event of any controversies or disputes between the **Tenant Certificate 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** issued by HS 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 HS 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**, **Tenant Certificate Holders** 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).
- 7.8 **Tenant Certificate Holder** shall submit copies of **Owner Certificate** and **Tenant Certificate** when applying for a "**Nomination Certificate**" from HA.
- 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 HS's subsidised sale flats with premium unpaid) or the **Owner Certificate** of the owner is revoked by HS, 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 the false or inaccurate or misleading information will be revoked and all application fees paid will not be refunded or transferred. HS

Note 9: HS 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>.

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 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.
- 8.3 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.
- 8.4 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.

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. HS 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, HS may not be able to process the relevant applications and the application fee paid will not be refunded or transferred.
- 9.2 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, public/private 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.
- 9.3 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.

- 9.4 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 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 HS for application under the Scheme is mentioned in pages 1 and 2 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.

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 HS 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 further notice.