

**Hong Kong Housing Society
T-Home**

“Letting Scheme for Subsidised Sale Developments with Premium Unpaid”

Prescribed Tenancy Agreement
Version No. TAR006

Applicable for leasing Individual Bedroom(s) in premises
To be signed by Owner Certificate Holder and
Tenant Certificate Holder

After signing the tenancy agreement (including renewing the tenancy agreement), (i) Owner Certificate Holder shall complete and sign the “Notice of Execution of the Tenancy Agreement (For Owner)”, while (ii) Tenant Certificate Holder shall complete and sign the “Notice of Execution of the Tenancy Agreement (For Holder of “Certificate of Participation – Tenant”)\”, and post to Hong Kong Housing Society Applications Section or submit online within 2 weeks. Please specify the version number of the prescribed tenancy agreement as **TAR006** in the designated field of the notice.

Tenancy Agreement

This Agreement is made the day of 20 between the Landlord and the Tenant as more particularly described in the First Schedule.

The Landlord shall demise and the Tenant shall take the Bedroom ("Bedroom") in the premises ("Premises") as described in the First Schedule hereto together with the use of the Bedroom's furniture and fittings as set out in clause 2 of the Second Schedule hereto ("Bedroom's Furniture and Fittings") and the use in common with the Landlord, his family members and licensees, the other tenants and permitted occupiers of the Landlord (collectively "Landlord's Occupiers") of the common areas ("Premises Common Areas") and common facilities ("Premises Common Facilities") in the Premises as respectively set out in clause 4.1 and 4.2 of the Second Schedule hereto together with the use in common with the co-owners of the Building (as defined in the First Schedule hereto), their tenants, workmen and persons authorized by them and other persons having similar rights as the Landlord of all the common areas, common passages, entrances, lifts, passages and staircases and all the easements and rights appertaining to the Building for the term ("Term") and at the rent ("Rent") as described in the First Schedule hereto and on the following terms and conditions:

1. The Tenant shall pay to the Landlord the Rent in advance on the day as stated in the First Schedule hereto of each and every calendar month during the Term without any deduction or set off whatsoever (whether legal or equitable).
2. The fixed term of this Agreement shall not expire beyond the Latest Tenancy Expiry Date as described in the First Schedule of this Agreement.
3.
 - 3.1 The Tenant shall take the Bedroom on an "as-is basis" on the commencement date of the Term.
 - 3.2 The Tenant shall during the Term keep the interior of the Bedroom including all windows, doors, walls, floorings, lightings and the Bedroom's Furniture and Fittings in good, sanitary, clean and tenantable repair and condition (fair wear and tear, and inherent defects excepted) to the reasonable satisfaction of the Landlord at the Tenant's own cost and expense.
4. The Tenant shall upon the signing of this Agreement pay to the Landlord the deposit set out in the First Schedule ("Deposit") to secure the due observance and performance of the terms and conditions herein contained and on his part to be observed and performed. The Landlord shall refund the Deposit to the Tenant without interest within twenty-eight (28) days from the date of delivery of vacant possession of the Bedroom to the Landlord or settlement of any outstanding payment owed by the Tenant to the Landlord, whichever is later.
5. The Tenant shall:
 - 5.1 comply with all laws, regulations and rules enacted by the Government of Hong Kong Special Administrative Region and other competent authorities and shall observe and perform the covenants, terms and conditions of the deed of mutual covenant and sub-deed of mutual covenant (if any) relating to the Development and the Building. The Tenant shall not contravene any covenants contained in the Government Lease(s) under which the Development are held by the Government.

5.2 obey any house rules and regulations as may from time to time be made or adopted by the manager or the Incorporated Owners of the Development. In the event of any conflict between such house rules and regulations and the conditions of this Agreement, the house rules and regulations shall prevail.

6. The Tenant shall inform the Landlord of any damage and defect in the Bedroom (including the structural parts and exterior walls of the Building) and shall permit the Landlord at all reasonable times and where necessary with workmen and appliances to enter and examine the state of repair and condition of the Bedroom, to take inventories of the Bedroom's Furniture and Fittings and to carry out any works, repairs or maintenance therein if the Tenant shall fail to carry out such works, repairs or maintenance which are the Tenant's responsibility under this Agreement.

7. 7.1 The Tenant shall use its best endeavor to take precautionary measures to safeguard the Bedroom from the damage caused by rainstorm, typhoon or overflow of water.

7.2 The Tenant shall take sufficient measures to prevent the articles placed in the Bedroom from being stolen, lost or damaged. The Tenant acknowledges and agrees that the Landlord shall not be responsible for such loss and damage regardless of whether such loss and damage is caused by accident, natural disaster, theft, fire, water leakage, overflow of water or any other reasons.

8. In the event of the drains and/or the sanitary fitments of the Premises Common Areas and Facilities becoming choked up as a result of any act or omission or negligence on the part of the Tenant, the Occupiers or the Tenant's Occupiers (as defined in clause 10 of this Agreement) or in case of the Bedroom being an ensuite, the drains and/or the sanitary fitments used exclusively by the Tenant are becoming choked up, the Tenant shall at his own cost cleanse and clear such obstruction.

9. The Tenant shall not make any alteration and/or additions (structural or otherwise) to the Bedroom and not to install any fixtures, chattels and electrical appliances or remove from the Bedroom the Bedroom's Furniture and Fittings without the prior written consent of the Landlord.

10. At any time during the Term, the Tenant shall not permit or suffer any person to occupy or use the Bedroom or any part thereof other than the Tenant's family members that are set out in the First Schedule of this Agreement ("**Occupiers**") and any spouse married to the Tenant or any Occupiers (including newly married spouse or spouse who has acquired the right to land in Hong Kong and newly settled in Hong Kong) and any child of the Tenant or any Occupiers (including any new born baby or child under the age of eighteen (18) who has acquired the right to land in Hong Kong and newly settled in Hong Kong) after the signing of this Agreement (collectively "**Tenant's Occupiers**")

11. The Occupiers listed in the First Schedule hereto must be identical to the family members listed in the "Certificate of Participation – Tenant" ("**Tenant Certificate**") and all the Occupiers shall reside in the Bedroom.

12. The Tenant, the Occupiers and the Tenant's Occupiers shall not use the Bedroom except as a private residence only AND in particular and without prejudice to the generality of the foregoing, the Bedroom shall not be used as a place for carrying on any trade or

business.

13. The Tenant shall not dry or hang or permit or suffer to be dried or hung any clothes or other articles in such a manner which will cause obstruction or a nuisance or which will in the opinion of the Landlord cause the Bedroom or the Premises Common Areas to be unsightly and if it shall so happen, the Tenant shall remove such clothes or articles as directed by the Landlord.
14. The Tenant shall not do or cause or permit to be done anything in or upon the Bedroom, the Premises Common Areas, the Building, the Development or any part thereof which may at any time be or become a nuisance, annoyance, damage or disturbance to the Landlord or the Landlord's Occupiers (as defined in clause 3 in Second Schedule of this Agreement) or other occupiers of the Premises or occupiers of the other parts of the Building.
15. The Tenant shall not keep or permit or suffer to be kept in the Bedroom or any part of the Premises any arms, ammunition, gunpowder, fireworks or any materials of a dangerous, combustible or explosive nature or the keeping of things which may contravene any ordinance, regulation, or order or constitute a nuisance or danger to the occupiers of the Premises or other parts of the Building or the neighbouring property.
16. The Tenant shall not use the Bedroom, the Premises Common Areas or any part thereof for any illegal or immoral purpose.
17. The Tenant shall not use the Bedroom, the Premises Common Areas or any part thereof for the storage of goods or merchandise.
18. The Tenant shall not affix or exhibit or permit or suffer to be affixed or exhibited to or upon any part of the exterior of the Bedroom, the exterior walls and the Premises Common Areas or any part of the interior of the Bedroom and the Premises Common Areas which may become visible from the outside of the Premises or to any part of the Building and Development any placards, posters, notices, banners, advertisements, signs or trade, business or professional notices or publications or any other objects or articles of any of the above kinds.
19. The Tenant shall not use or permit or suffer to be used any fuel for cooking in the Premises other than those as permitted by the Landlord.
20. Unless it is permitted by the Landlord, the Tenant shall not install any cooker or stoves and shall only cook in the kitchen of the Premises.
21. The Tenant shall not do or permit or suffer to be done any act, deed, matter or thing whatsoever whereby the insurance on the Premises (of which the Bedroom forms part) and/or the Building (or any part thereof) against loss or damage by fire and/or other insurable perils and/or claims by third parties for the time being in force may be rendered void or voidable or whereby the premium thereon may be increased and shall pay the Landlord the increased premium if such increase is as a result of any act, deed, matter or thing done permitted or suffered by the Tenant.
22. If the Rent and/or any charges payable by the Tenant hereunder or any part thereof shall be unpaid for fourteen (14) days after the same shall become payable (whether legally

demanded or not) or if the Tenant shall commit a breach of any of the terms and conditions herein contained and the Tenant has failed to rectify such breach within fourteen (14) days upon receipt of the written notice from the Landlord requiring the Tenant to rectify such breach or if the Tenant is bankrupt, it shall be lawful for the Landlord at any time thereafter to re-enter the Bedroom whereupon this Agreement shall absolutely be determined and the Landlord may deduct any loss or damage suffered by the Landlord from the Deposit as a result of the Tenant's breach without prejudice to any other right of action or any remedy of the Landlord in respect of such breach of the Tenant. If the Landlord shall deduct any amount of sum from the Deposit pursuant to this Agreement during the Term, the Tenant shall forthwith on the Landlord's demand deposit with the Landlord the amount so deducted and failure by the Tenant to do so shall entitle the Landlord to immediately determine this Agreement as herein provided. A written notice served by the Landlord on the Tenant pursuant to clause 40 of this Agreement to the effect that the Landlord thereby exercises the power of re-entry as aforesaid shall be in full and sufficient exercise of such power.

23. If the Landlord is in breach of the terms and conditions of this Agreement and the Landlord has failed to rectify such breach within fourteen (14) days upon the receipt of the written notice from the Tenant, then the Tenant shall be entitled to terminate this Agreement by serving a two (2) months' notice in writing on the Landlord. Upon the expiration of the said termination notice, this Agreement shall cease and be determined but without prejudice to the rights and remedies of the Tenant against the Landlord in respect of the antecedent breach of the terms and conditions of this Agreement.
24. Provided the Tenant shall have paid the Rent and other outgoings on the days and in the manner herein provided and observe and perform the terms and conditions herein contained and on the Tenant's part to be observed and performed, the Tenant shall peacefully hold and enjoy the Bedroom during the Term.
25. At the expiration or sooner determination of this Agreement, the Tenant shall deliver vacant possession of the Bedroom to the Landlord including the Bedroom's Furniture and Fittings in its original condition at the commencement of the Term and in clean tenantable repair and condition as aforesaid (fair wear and tear, and inherent defects excepted) together with all keys appertaining to the Bedroom, the Premises and the letterbox (if any).
26. If the Premises or any part thereof shall be destroyed or damaged by storm, typhoon, fire, earthquake, subsidence of the ground, landslide or any other calamity beyond the control of the Landlord and not attributable to the negligence or default of the Tenant so as to be unfit for occupation and use or if the Premises or any part thereof shall be required to be closed or demolished by an order of the Building Authority (or any other competent government authorities) ("**Building Order**") or closed by a closure order made by the court ("**Closure Order**"), the Rent or a fair proportion thereof according to the nature and extent of the damage sustained shall, upon the occurrence of such event, cease to be payable until the Premises shall again be rendered fit for occupation and use; or the Building Order shall cease to be operative; or a notice of expiry of the Closure Order shall be served Provided that the Tenant shall not be entitled to any claim for compensation or damages from the Landlord. If the Premises or any part thereof shall remain unfit for occupation and use after three (3) calendar months from the occurrence of any of such events or if the Building Order or the Closure Order shall remain in force at the expiration of three (3) calendar months after the same is made, then and in any

such case the Landlord or the Tenant may at any time after the expiration of the said three (3) calendar months by notice in writing to the other of them immediately terminate this Agreement and thereupon the Term shall cease accordingly. Upon such event neither party shall have any claims or demand for compensation against the other in respect thereof save and except that the right of either party against the other in respect of any antecedent breach of any of the terms and conditions herein contained shall not be prejudiced or affected thereby.

27. The Landlord hereby confirms, declares and undertakes that he has obtained and is holding a valid "Certificate of Participation – Owner" ("Owner Certificate") issued by Hong Kong Housing Society ("HKHS"). The Landlord shall throughout the Term maintain its validity and observe and perform all the terms and conditions therein contained.
28. The Tenant hereby confirms, declares and undertakes that he has obtained and is holding a valid Tenant Certificate issued by HKHS. The Tenant shall throughout the Term maintain its validity and observe and perform all the terms and conditions therein contained.
29. If the Premises are subsidised sale flats of Hong Kong Housing Authority ("HKHA"), the Tenant hereby confirms and declares that he has obtained the Nomination Certificate issued by HKHA in respect of the Premises prior to the signing of this Agreement. The Tenant shall throughout the Term maintain its validity and observe and perform all the terms and conditions therein contained.
30. If the Owner Certificate or the Tenant Certificate is revoked during the Term, the other party shall be entitled to terminate this Agreement by serving a two (2) months' notice in writing to the party whose Certificate is revoked. Upon the expiration of such notice, this Agreement shall cease and be determined and the other party shall not be required to make any compensation to the party whose Certificate is revoked but without prejudice to the rights and remedies of either party against the other in respect of any antecedent breach of agreements, terms and conditions herein contained.
31. The Landlord hereby makes the following statement that, when signing this Agreement, he is not aware of:
 - 31.1 any breach of the Buildings Ordinance or notices, orders, etc. issued under the Buildings Ordinance in relation to the Premises; and
 - 31.2 any breach of other laws and regulations in relation to the Premises.
32. If the statement made by the Landlord under clause 31 of this Agreement is incorrect, the Tenant shall be entitled to terminate this Agreement by serving a two (2) months' notice in writing to the Landlord. Upon the expiration of such notice, this Agreement shall cease and be determined and the party who serves the notice shall not be required to make any compensation to the other party but without prejudice to the rights and remedies of either party against the other in respect of any antecedent breach of agreements, terms and conditions herein contained.

33. At any time during the Term:

33.1 if the Tenant and/or the Tenant's spouse and/or Occupiers confirm(s) acceptance of a Light Public Housing unit allocated by Housing Bureau or Transitional Housing unit recognised by Housing Bureau as a Category A tenant or Transitional Rental Housing unit provided by HKHS (T-Home) or traditional Public Rental Housing flat allocated by HKHA/Housing Department or Rental Estate unit allocated by HKHS; or

33.2 if the Tenant and/or the Tenant's spouse and/or Occupiers in any way, directly or indirectly own(s) any domestic property in Hong Kong,

the Tenant shall within fourteen (14) days serve on the Landlord a two (2) months' notice in writing to terminate this Agreement. Upon the expiration of such notice, this Agreement shall cease and be determined and the Tenant shall not be required to make any compensation to the Landlord but without prejudice to the rights and remedies of either party against the other in respect of any antecedent breach of agreements, terms and conditions herein contained.

33.3 For the purpose of this clause, the Tenant hereby confirms that domestic properties include any domestic property, uncompleted domestic property, rooftop structures approved by the Buildings Authority, domestic building lots and small house land grants approved by the Lands Department in Hong Kong and the Tenant further confirms and undertakes that if the Tenant and/or the Tenant's spouse and/or Occupiers:

33.3.1 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

33.3.2 has/have entered into any agreement (including provisional agreement) to purchase any domestic property in Hong Kong; or

33.3.3 hold(s) (including holding individually and/or together with any other family member(s) in the aggregate) more than 50% of shares in a company which owns, directly or through its subsidiaries, any domestic property in Hong Kong,

it shall mean that the Tenant and/or the Tenant's spouse and/or the Occupiers has/have directly or indirectly owned domestic property in Hong Kong and the Tenant shall, pursuant to clause 33.2 of this Agreement, within fourteen (14) days, serve on the Landlord a two (2) months' notice in writing to terminate this Agreement.

34. Save and except as provided in clauses 22, 23, 26, 30, 32 and 33, at any time after the expiration of the first twelve (12) months of this Agreement, either party shall be entitled to terminate this Agreement by serving a two (2) months' notice in writing to the other party ("**Tenancy Termination Notice**"). On the expiration of the Tenancy Termination Notice ("**Tenancy Termination Date**"), this Agreement shall cease and be determined save and except as provided in clause 35.2 of this Agreement, the party who serves the notice to terminate this Agreement shall not be required to make any compensation to the other party but without prejudice to the rights and remedies of either party against the other in respect of any antecedent breach of agreement, terms and conditions herein contained.

35. If the Owner Certificate is revoked or (if the Premises is an unpaid premium subsidised sale flat of HKHS) the waiver letter applicable to the Premises issued by the Lands Department to HKHS permitting eligible owners of designated subsidised sale flats of HKHS to let their flat/bedroom(s) with premium unpaid to eligible individuals (“Waiver”) is revoked (in respect of the Premises), the Landlord and the Tenant hereby covenant that:

35.1 the Landlord shall permit the Tenant to continue to lease the Bedroom until the expiry date of the Term unless the Tenant shall have served a two (2) months' notice in writing on the Landlord at any time after the revocation of the Owner Certificate or the Waiver to terminate this Agreement or the Landlord shall have served the Tenancy Termination Notice on the Tenant after the expiration of the first twelve (12) months of the Term pursuant to clause 34 to terminate this Agreement, then this Agreement shall be determined upon the expiration of the Tenant's termination notice or the Tenancy Termination Notice (as the case may be) but without prejudice to the rights and remedies of either party against the other in respect of any antecedent breach of agreements, terms and conditions herein contained; and

35.2 the Landlord shall be fully liable and responsible for all actions taken by or any liquidated damage imposed by HKHS, all relevant government departments and competent authorities for leasing the Bedroom to the Tenant without a valid and subsisting Owner Certificate.

36. Save and except as provided in clause 34 of this Agreement, in the event the Tenant shall die during the Term, the Landlord shall permit the Occupiers and the Tenant's Occupiers to continue to reside in the Bedroom on the same terms and conditions of this Agreement until the expiry date of the Term or the Tenancy Termination Date, as the case may be.

37. Save and except due to any act, negligence or default of the Landlord, the Landlord shall not be liable for any death, injury, property damage or any loss, claims, demands, actions, legal proceedings, damages, fees, charges or other liabilities suffered by the Tenant, his guests, agents or invitees arising from the use of the Bedroom.

38. Save as provided under clause 10 of this Agreement, the Tenant shall not assign, transfer, sub-let or part with the possession of the Bedroom or any part thereof to any other person and not to take in any lodger.

39. For the purpose of this Agreement, any act, default or omission of the Occupiers or the Tenant's Occupiers or the agents, servants, licensees and visitors of the Tenant shall be deemed to be the act, default or omission of the Tenant and any act, default or omission of the agents, servants, licensees and visitors of the Landlord shall be deemed to be the act, default or omission of the Landlord.

40. Any notice required to be served hereunder shall be sufficiently served on the Tenant if left addressed to him at the Bedroom or if sent to him by post to his last known address in Hong Kong. Any notice required to be served hereunder shall be sufficiently served on the Landlord if left addressed to him or sent to him by post to the Landlord's address as stated in the First Schedule of this Agreement or to his last known address in Hong Kong. A notice sent by post shall be deemed to have been received by the Landlord or Tenant at the time when in due course of post it would be delivered at the address to which it is sent.

41. The Tenant hereby confirms, declares, and undertakes that, prior to the signing of this Agreement, the Landlord has notified and the Tenant has been notified that the Landlord is entitled to or may let another Bedroom (if any) in the Premises to another tenant who holds a valid Tenant Certificate and such Tenant's Occupiers.
42. The Tenant hereby expressly declares that he has paid no premium, transfer fee, construction fee, key money or other sum of money of a similar nature to the Landlord or other persons authorized by him for obtaining the possession of the Bedroom or for the granting of the tenancy created by this Agreement.
43. The stamp duty payable on this Agreement and its counterpart shall be paid by the Landlord and the Tenant in equal shares.
44. This Agreement is subject to the Special Conditions in the Third Schedule (if any). All the schedules to this Agreement form part of this Agreement. Should there be any conflicts or inconsistencies between the terms and conditions in the Third Schedule and that of other parts of this Agreement, the terms and conditions in the other parts of this Agreement shall prevail over the terms and conditions in the Third Schedule.
45. Each and every part of the clause, sub-clause, term or provision in this Agreement (save and except otherwise specified) shall be construed as an independent and severable part of this Agreement. In the event that any part of the clause, sub-clause, term or provision is found to be in conflict, inconsistent or contradictory to the terms and conditions in the Owner Certificate or the Tenant Certificate or both; or is found to be illegal, invalid or unenforceable, such part thereof shall be severed from this Agreement and of no effect. Such severance shall not affect the validity and enforceability of the other part of the clause, sub-clause, term or provision and any other parts of this Agreement whatsoever.
46. The Landlord and the Tenant do not intend any term of this Agreement to be enforceable by any person, firm, company or corporation who is not a party to this Agreement pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap.623) (“**CRTPO**”) and agree that this Agreement shall be excluded from the application of the CRTPO.
47. If the Landlord and the Tenant shall:
 - 47.1 execute both the English and the Chinese versions of this Agreement, in case of any discrepancy, the English version shall prevail.
 - 47.2 only execute the English or Chinese version of this Agreement, the unexecuted version shall serve as a translation for reference only. In case of discrepancy, the executed version shall prevail.
48. It is hereby declared that (if the context permits or requires) the singular number shall include the plural and the masculine gender shall include the feminine and the neuter and vice versa.

THIS FIRST SCHEDULE ABOVE REFERRED TO

The Landlord:	Name in English [] Name in Chinese [] Holder of Hong Kong Identity Card No. [] Or, Passport Issuing Country/District [] Passport No. []
The Landlord's Address:	[] []
The Tenant:	Name in English [] Name in Chinese [] Holder of Hong Kong Identity Card No. []
The Tenant's Address:	[] []
The Bedroom:	The bedroom in the Premises as shown for identification purpose only on the plan hereto and thereon marked "X".
The Premises:	Flat/Unit [] on the [] Floor of the Building.
The Building:	Name of Building []
The Development:	Name of the Development [] Address []
The Term:	Subject to clauses 22, 23, 26, 30, 32, 33, 34 and 35 for a fixed term of two (2) years commencing from [<u>Day</u> <u>Month</u> <u>Year</u>] and expiring on [<u>Day</u> <u>Month</u> <u>Year</u>] (both days inclusive).
The Latest Tenancy Expiry Date:	31 st October 2031
The Rent:	HK\$[] per month.
Day for Payment of Rent in Advance:	[] day of each month.
The Occupiers:	(1) Name in English [] Name in Chinese [] (2) Name in English [] Name in Chinese [] (3) Name in English [] Name in Chinese [] (4) Name in English [] Name in Chinese [] (5) Name in English [] Name in Chinese []
The Deposit:	HK\$[] equivalent to two (2) months' Rent.

THE SECOND SCHEDULE ABOVE REFERRED TO

1. Miscellaneous Payments

It is agreed between the Landlord and the Tenant that during the Term:

1.1 Management Fee, Government Rates, Government Rent, and Property Tax all payable in respect of the Bedroom shall be paid by Landlord;

1.2 * The Tenant shall pay to the Landlord a lump sum of HK\$[] each month for all the utility charges including the following:

- * water charges,
- * electricity charges,
- * gas charges,
- * cooking fuel charges,
- * telephone, and
- * home broadband charges.

The said sum of HK\$[] shall be paid by the Tenant to the Landlord in advance on the [] day of each month.

1.3 * The Rent shall be inclusive of the following utilities charges:

- * water charges,
- * electricity charges,
- * gas charges,
- * cooking fuel charges,
- * telephone, and
- * home broadband charges.

1.4 * The Tenant shall be responsible for [] percent of the following utilities charges:

- * water charges,
- * electricity charges,
- * gas charges,
- * cooking fuel charges,
- * telephone, and
- * home broadband charges.

The Tenant shall pay to the Landlord such percentage of the utilities charges within [] days upon production of the utilities bills from the Landlord.

1.5 Other charges, please specify _____ to be paid by the Landlord; _____ to be paid by the Tenant.

2. Bedroom's Furniture and Fittings

The following furniture and fittings are provided by the Landlord in the Bedroom:

* if applicable, tick "√" the appropriate box

3. Landlord's Reserved Areas

The Tenant hereby acknowledges and understands that other than the Bedroom and the Premises Common Areas, the remaining parts of the Premises ("**Landlord's Reserved Areas**") are to be used exclusively by the Landlord and the Landlord's family members or the other tenants and his family members (if any) of the Premises or the Landlord's occupiers (collectively "**Landlord Occupiers**"). The Tenant shall not enter, use or occupy the Landlord's Reserved Areas without the express consent of the Landlord.

4. Premises Common Areas and Premises Common Facilities

4.1 Premises Common Areas

It is agreed between the Landlord and the Tenant that the use of the following common areas of the Premises are to be shared between the Landlord, the Tenant, the Landlord's Occupiers, the Occupiers and the Tenant's Occupiers:

- 4.1.1 Kitchen;
- 4.1.2 Bathroom ("**Premises Bathroom**"); and
- 4.1.3 * Living / Dining Room.

For the avoidance of doubt, in case the Bedroom is an ensuite with bathroom ("**Ensuite Bathroom**"), the Ensuite Bathroom and the facilities therein shall be used exclusively by the Tenant, the Occupiers and the Tenant's Occupiers and the Premises Bathroom shall be used exclusively by the Landlord and the Landlord's Occupiers. In other words, the Ensuite Bathroom and the Premises Bathroom and the facilities therein shall not form part of the Premises Common Areas and the Premises Common Facilities.

4.2 Premises Common Facilities

It is agreed between the Landlord and the Tenant that the use of the following common facilities in the Premises are to be shared between the Landlord, the Tenant, the Landlord's Occupiers, the Occupiers and the Tenant's Occupiers:

- * Water heater, stove, exhaust fan, gas hood and fixtures and fittings installed in the kitchen;
- * Water heater, washing machine, fixtures and fittings installed in the bathroom;
- * Furniture, electrical appliances, fixtures and fittings installed in the living/dining room.

4.3 The Tenant and the Landlord shall, and the Tenant and the Landlord shall respectively procure the Occupiers, the Tenant's Occupiers and the Landlord's Occupiers to, share the use of the Premises Common Areas and the Premises Common Facilities amicably and peacefully with each other. In sharing such use, the parties hereto shall not, and shall respectively procure the Occupiers, the Tenant's Occupiers and the Landlord's Occupiers not to do or omit to do anything which is or may be a nuisance or cause or may cause any annoyance or disturbance to each other nor shall interfere with or obstruct such share of use and occupation in any way whatsoever.

* if applicable, tick "√" the appropriate box; items listed behind can be appended or deleted

- 4.4 The Tenant and the Landlord shall, and shall respectively procure the Occupiers, the Tenant's Occupiers and the Landlord's Occupiers to, keep the Premises Common Areas and Common Facilities in good clean sanitary and tenable condition and shall clean up the areas and facilities and throw away any garbage, rubbish or waste food after use.
- 4.5 The Tenant shall at its own cost repair any damage caused by the Tenant, the Occupiers and the Tenant's Occupiers to the Premises Common Areas and Common Facilities.
- 4.6 The Tenant, the Occupiers and the Tenant's Occupiers are permitted to pass through those parts of the Premises not let to the Tenant exclusively for the purpose to gain access to or egress from the Bedroom to the Premises Common Areas and Common Facilities or to the entrance of the Premises only.

THE THIRD SCHEDULE ABOVE REFERRED TO

SPECIAL CONDITIONS*

* if applicable, insert any additional terms and conditions agreed by the Landlord and the Tenant

IN WITNESS whereof the parties hereto have executed this Agreement the day and year first above written.

Signed by the Landlord in the presence)
of:)

Landlord's signature

Witness's name and Passport/HKID number

Witness's signature

Signed by the Tenant in the presence)
of:)

Tenant's signature

Witness's name and Passport/HKID number

Witness's signature

Received on the day and year first above written of and from the)
Tenant the sum of HONG KONG DOLLARS [])
ONLY being the total deposit money hereinbefore mentioned to be)
paid by the Tenant to the Landlord.)
)

Received [] key(s) of the Bedroom, [])
key(s) of the front door of the Premises and [])
key(s) of the letterbox by the Tenant.)