1. Eligibility Criteria

1.1 The application for "Certificate of Participation – Owner" (hereinafter referred to as "**Owner Certificate**") of "Letting Scheme for Subsidised Sale Developments with Premium Unpaid" (hereinafter referred to as "the Scheme") is only available to applicants who have the ownership of a flat in the designated subsidised sale developments [Note 1] of Hong Kong Housing Society (hereinafter referred to as "HKHS") or Hong Kong Housing Authority (hereinafter referred to as "HA"), provided that the following requirements are met:

1.1.1 Applicants must be the owner and all the joint owner(s) (if any) of a flat in the designated subsidised sale developments of HKHS or HA (hereinafter referred to as "the Flat"); and

1.1.2 One of the applicants must have owned or co-owned with joint owner(s) the title of the Flat for 10 years or above (from the date of signing the Deed of Assignment in respect of the Flat) on the date of submitting the application form (hereinafter referred to as "AF"). [If the following transfers occurred in respect of the Flat in the past 10 years, when calculating the period of ownership of the Flat, HKHS will also consider taking into account the period of ownership of the Flat by the preceding owner.

(a) the title to the property is transferred to other family members with the consent of HKHS or HA; or

(b) an assignment carried out in accordance with (i) estate arrangement or (ii) court order in respect of divorce, and with the consent of HKHS or HA (if applicable)]; and

1.1.3 Any transfer or letting out of the Flat is still subject to the restrictions of (i) the Government Land Grant and the Modification Letter(s) and the Waiver Letter(s) (applicable to HKHS's subsidised sale flats (hereinafter referred to as "SSFs")); or (ii) the Housing Ordinance (applicable to HA's SSFs) (i.e. flats with premium unpaid).

1.2 If there is any dispute over the interpretation of the aforesaid eligibility criteria, HKHS's (applicable to HKHS's SSFs) and HA's (applicable to HA's SSFs) decision shall be regarded as final. HKHS reserves the right not to accept any application.

2. Important Notes for Application and AF Submission

2.1 Now open for application (no application deadline at this moment).

2.2 The owner's AF and the owner's Application Guide (hereinafter referred to as "AG") of the Scheme can be downloaded at the designated website of the Scheme: lettingscheme.hkhs.com or can be collected during the office hours at the 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 All owners and joint owners (if any) of the Flat (hereinafter referred to as "Applicants") must be listed on and sign the same AF.

Note 1 : For the list of housing estates, please visit the designated website of the Scheme: lettingscheme.hkhs.com.

2.4 Before submitting the AF, the Applicants should first read this AG and submit their application in one of the following manners:

2.4.1 Online Application

Submit online application and pay an application fee of HK$400 at the designated website of the Scheme: lettingscheme.hkhs.com. If the online application is successful, Applicants do not need to post or submit by hand the hard copies of the AF, otherwise it would be considered as duplicate application, and HKHS reserves the right to cancel all relevant applications.

2.4.2 By Mail or In Person

Complete the AF in block letters (and in Chinese if applicable) with black or blue ball pen, and submit together with an application fee of HK$400 [paid in the form of crossed cheque or cashier's order payable to "HONG KONG HOUSING SOCIETY", and write the Flat address, the Applicant's name and contact number (if there is more than one Applicant, please indicate any one of them) on the back of the cheque or cashier's order. Cash, post-dated cheque or electronic cheque will not be accepted, and all applications with dishonored cheque/cashier's order or without cheque/cashier's order will be cancelled.]

- **By mail** to "Hong Kong Housing Society", GPO Box No.8600, Hong Kong**.** Please indicate ["Letting Scheme for Subsidised Sale Developments with Premium Unpaid" – Owner'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** to 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).

2.5 No supporting documents are required to be submitted by Applicants 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. Applications that are not submitted by the specified method or duplicate application will not be accepted. Application fee, once paid, is non-refundable and non-transferrable irrespective of the result of application. HKHS reserves the right not to accept any application.

3. Processing of Application and Approval Process

3.1 After the Applicants have completed all online application procedures and paid the application fee, HKHS will send an online application record containing their 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 their application number by post to the correspondence address provided by the Applicants.

3.3 All future correspondences between HKHS and the Applicants should indicate the application number.

3.4 Upon receiving the AF, HKHS will review whether the Applicants meet the eligibility criteria in accordance with the records contained in the Lands Registry and HKHS, and if the Flat is a HA's SSF, HKHS will transfer the relevant application to HA for their review. HKHS will request the Applicants to provide further information (including relevant documents and/or inspection of the Flat) if necessary. If the Applicants fail to submit relevant information by the designated due date, HKHS reserves the right to reject the relevant applications, and the application fee paid is non-refundable and non-transferrable. After HKHS has rejected the relevant applications, if the Applicants are still interested and meet the eligibility of the Scheme, they will need to reapply and pay the application fee. HKHS will then re-assess the application. Please keep this AG for reference. Applicants may visit the designated website of the Scheme: lettingscheme.hkhs.com for relevant information of the Scheme.

3.5 If the land search record of the Flat reveals any order that may affect the ownership or status of the Flat, including but not limited to:

3.5.1 any outstanding order issued by the Buildings Department to the owners registered against the Flat, or

3.5.2 Bankruptcy Order not yet annulled, or

3.5.3 Certificate of Decree Absolute not yet granted (involving transfer of property in divorce petition),

HKHS shall be entitled to refuse the relevant application.

3.6 After the preliminary vetting, HKHS will invite all eligible Applicants by letter to attend interview in HKHS Applications Section (G/F, Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong) in person to complete the vetting process, including the signing of the "Declaration and Undertaking" and collection of **Owner Certificate**. Applicants are requested to attend the interview in person on a designated date.

3.7 After the Applicants sign the "Declaration and Undertaking", agree and promise to be abided by the terms and conditions of the Scheme, the Applicants will be arranged to collect the **Owner Certificate**.

3.8 If the Applicants need to change the date/time scheduled for relevant procedures and collection of **Owner Certificate**, prior written application must be made to HKHS, and such change would only be confirmed after approval by HKHS. If the Applicants do not attend the interview completing the procedures and collection of **Owner Certificate** at the scheduled or rescheduled time as approved by HKHS beforehand, HKHS will consider the Applicants not intending to continue their application under the Scheme and cancel their application, and the application fee paid is non-refundable and non-transferrable. HKHS reserves the right to reject any application to change date/time without giving explanation.

4. The Key Terms and Conditions for the Issuance of Owner Certificate and Tenancy Arrangement

4.1 Owners holding a valid **Owner Certificate** (hereinafter referred to as "**Owner Certificate Holders**") are subject to the terms and conditions contained in the "Declaration and Undertaking" as mentioned in Clause 3.7.

4.2 **Owner Certificate Holders** shall not assign or sell their interest in the **Owner Certificate** to a third party.

4.3 Subject to (i) the terms and conditions of the Scheme, (ii) the terms and conditions stated in the "Declaration and Undertaking" signed by **Owner Certificate Holders** and (iii) the relevant Government Land Grant (including Modification Letter(s) and the Waiver Letter (s)) and (iv) Housing Ordinance (applicable to HA's SSFs), in accepting and abiding by the aforementioned terms and conditions, **Owner Certificate Holders** can negotiate with and let the SSF listed on the **Owner Certificate** to holders of a valid "Certificate of Participation – Tenant (PRH Applicant)" (hereinafter referred to as "**Tenant Certificate (PRH Applicant)**" and holders thereof hereinafter referred to as "**Tenant Certificate (PRH Applicant) Holders**") or holders of a valid "Certificate of Participation – Tenant (White Form)" (hereinafter referred to as "**Tenant Certificate (White Form)**" and holders thereof hereinafter referred to as "**Tenant Certificate (White Form) Holders**").

4.3.1 **(Only applicable to leasing to Tenant Certificate (PRH Applicant) Holders)** If there is "Nil/One only" bedroom in the Flat as specified on the relevant **Owner Certificate**, **Owner Certificate Holder** can only let the entire Flat to one **Tenant Certificate (PRH Applicant) Holder**. If there are "Two or above" bedrooms in the Flat as specified on the relevant **Owner Certificate**, **Owner Certificate Holder** can (i) let one or more bedrooms to at most two **Tenant Certificate (PRH Applicant) Holders**, and each **Tenant Certificate (PRH Applicant) Holder** must at least rent one bedroom, or (ii) let the entire Flat to one **Tenant Certificate (PRH Applicant) Holder**.

4.3.2 **(Only applicable to leasing to Tenant Certificate (White Form) Holders) Owner Certificate Holder** can only let the entire Flat to one **Tenant Certificate (White Form) Holder**.

4.3.3 If it is specified on the relevant **Owner Certificate** that the Flat is a HA's SSF, **Tenant Certificate (PRH Applicant) Holder** or **Tenant Certificate (White Form) Holder** must apply to HA for a "**Nomination Certificate**" (Note 2) for the Flat/certain bedroom(s) therein (as the case may be) in accordance with the requirements of HA. **Tenant Certificate (PRH Applicant) Holder** or **Tenant Certificate (White Form) Holder** must only enter into the tenancy agreement after obtaining such "**Nomination Certificate**" from HA.

4.3.4 If it is specified on the relevant **Owner Certificate** that the Flat is a HKHS's SSF, **Tenant Certificate (PRH Applicant) Holder** or **Tenant Certificate (White Form) Holder** must apply to HKHS for a "**Nomination Certificate**" (Note 3) for the Flat/certain bedroom(s) therein (as the case may be). **Tenant Certificate (PRH Applicant) Holder** or **Tenant Certificate (White Form) Holder** must only enter into the tenancy agreement after obtaining such "**Nomination Certificate**" from HKHS.

4.3.5 Under no circumstances does HKHS guarantee that **Tenant Certificate (PRH Applicant) Holders** or **Tenant Certificate (White Form) Holders** can obtain a "**Nomination Certificate**" issued by HA or HKHS successfully.

4.3.6 The relevant **Owner Certificate**, **Tenant Certificate (PRH Applicant)** or **Tenant Certificate (White Form)** (Note 4) 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.

4.4 **Owner Certificate Holders** and **Tenant Certificate (PRH Applicant) Holders** or **Tenant Certificate (White Form) Holders** must use the prescribed tenancy agreement of the Scheme (applicable to the prevailing latest version) (Note 6) when signing or renewing the tenancy agreement. Regarding the major terms and conditions of the prescribed tenancy agreement, please refer to sections 5 and 6 below.

Note 2 : Regarding the application form and application guide of HA's "Nomination Certificate", please call 3162 0666 or attend the Home Assistance Loan Unit (address: Room 202, 2/F, Lung Cheung Office Block, 138 Lung Cheung Road, Wong Tai Sin, Kowloon, Hong Kong) for enquiry. **Tenant Certificate (PRH Applicant) Holders** or **Tenant Certificate (White Form) 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 3 : 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 Sections during the office hours.

Note 4 : **Tenant Certificate (White Form)** will be revoked, terminated and become invalid in case of the following:

1. Upon issuance of the notice of revocation to the **Tenant Certificate (White Form) Holder**; or
2. (If there is an existing tenancy agreement entered into with **Owner Certificate Holder** on the Date of Expiration of **Tenant Certificate (White Form)**) on the expiration date or sooner determination of such tenancy agreement (as the case may be and the earlier of the two shall prevail); or
3. (If there is no existing tenancy agreement entered into with **Owner Certificate Holder** on the Date of Expiration of **Tenant Certificate (White Form)**) on the Date of Expiration of **Tenant Certificate (White Form)**; or
4. Other circumstances (if any) as stated in (i) the terms and conditions of the Letting Scheme and (ii) the relevant Government Land Grant (including Modification Letter(s) and the Waiver Letter(s).

Note 5 : Regarding the latest status of the **Owner Certificate** and **Tenant Certificate (PRH Applicant)** or **Tenant Certificate (White Form)**, 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) during the office hours. HKHS reserves the right to revise the prescribed tenancy agreement without prior notice.

4.5 **Please note:** owners are responsible to comply with the Buildings Ordinance and other laws and regulations relevant to the Flat. HKHS will study relevant information available (including the results of land search) in vetting the applications. If there are issues that clarification is required, HKHS will seek further information from the owners. **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; and*
- *any breach of other laws and regulations in relation to the Premises.*

If necessary, HKHS may advise the **Owner Certificate Holders** to seek professional advice, and halt the application in abeyance meanwhile.

4.6 **Owner Certificate Holders** and **Tenant Certificate (PRH Applicant) Holders** or **Tenant Certificate (White Form) Holders** may complete the tenancy process by pairing up on their own [Note 7] or with the assistance of estate agent(s). However, to avoid any contravention of the terms and conditions of the Scheme, both the **Owner Certificate Holders** and the **Tenant Certificate (PRH Applicant) Holders** or **Tenant Certificate (White Form) Holders** are required to produce to each other or the estate agent(s) a valid **Owner Certificate**, **Tenant Certificate (PRH Applicant)** or **Tenant Certificate (White Form)** and "**Nomination Certificate**" from HA or HKHS to ascertain each other's identity and eligibility before the signing of the tenancy agreement.

4.7 **Owner Certificate Holders** acknowledge and agree that HKHS will provide the information stated on the **Owner Certificate** and the tenancy agreement (excluding personal data) to the public for reference. For instance:

Owner Certificate	**Tenancy Agreement**
• Certificate No.; • Date of Issuance; • 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.

4.8 HKHS reserves the right to revise (including addition and/or deletion) any terms and conditions in the issuance of the **Owner Certificate** in accordance with the government authority's requests without further notice. All Applicants who are issued with **Owner Certificate** are required to undertake to be bound by all terms and conditions as stipulated by HKHS from time to time.

4.9 The SSFs under the Scheme are subject to (i) the Housing Ordinance (applicable to HA's SSFs), (ii) the "**Nomination Certificate**" issued by HA (applicable to HA's SSFs), (iii) the "**Nomination Certificate**" issued by HKHS (applicable to HKHS's SSFs), (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 the **Owner Certificate Holders** and the **Tenant Certificate (PRH Applicant) Holders** or the **Tenant Certificate (White Form) Holders** 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 7 : HKHS has established an online "Owner and Tenant Information Sharing Platform" to assist **Owner Certificate Holders** and **Tenant Certificate (PRH Applicant) Holders** or **Tenant Certificate (White Form) Holders** to negotiate and pair up on their own. For details, please visit the designated website of the Scheme: lettingscheme.hkhs.com.

4.10 If the Flat is a HKHS's SSF, 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 owner. In any circumstances where the relevant Waiver Letter is revoked, the **Owner Certificate Holder** cannot claim any compensation from the government or HKHS.

4.11 If **Owner Certificate Holders** contravene any terms and conditions in the "Declaration and Undertaking" (including HKHS's subsequent amendment(s)), HKHS has the right to revoke the **Owner Certificate** held by them and reserves the right to claim any loss arising out of such contravention, and in respect of the revocation of the **Owner Certificate**, HKHS has the right to notify the tenants (**Tenant Certificate (PRH Applicant) Holders** or **Tenant Certificate (White Form) Holders**) (if applicable) of the relevant Flat, and government authority. HKHS shall not be responsible for any loss suffered by the **Owner Certificate Holders**.

4.12 HKHS reserves the right to review whether the **Owner Certificate Holders** remain eligible for the Scheme at any time. Upon receipt of a notice issued by HKHS, the **Owner Certificate Holders** shall allow HKHS, its representatives, HA or its representatives to enter the Flat for internal inspection, and provide HKHS with information and related documents as requested by HKHS for review purposes. If the **Owner Certificate Holders** fail to pass the review, HKHS has the right to revoke the **Owner Certificate** held by them, and notify the relevant review results to the tenants (**Tenant Certificate (PRH Applicant) Holders** or **Tenant Certificate (White Form) Holders**) (if applicable) of the relevant Flat and government authority. HKHS shall not be liable for any losses incurred by the **Owner Certificate Holders** as a result thereof.

4.13 HKHS reserves the right to revoke and terminate **Owner Certificate** upon issuance of the notice to **Owner Certificate Holders**.

4.14 The **Owner Certificate** will be revoked, terminated and become invalid in case of the following, and HKHS shall not be liable for any loss suffered by the **Owner Certificate Holder**:

- 4.14.1 Any change to the ownership of the Flat; or
- 4.14.2 The alienation restrictions under relevant Government Land Grant, Modification Letter(s) and Waiver Letter(s) (applicable to HKHS's SSFs) are no longer applicable to the Flat (i.e. premium paid); or
- 4.14.3 The alienation restrictions under the Housing Ordinance (applicable to HA's SSFs) are no longer applicable to the Flat (i.e. premium paid); or
- 4.14.4 Upon issuance of the notice of revocation to the **Owner Certificate Holders**; or
- 4.14.5 (If there is an existing tenancy agreement (including renewal of the tenancy agreement) of the Flat as of 2 November 2029) on the expiration date or sooner determination of such tenancy agreement; or
- 4.14.6 (If there are more than one existing tenancy agreements (including renewal of the tenancy agreements) of the Flat as of 2 November 2029) on the expiration date or sooner determination of the last expired or determined tenancy agreement; or
- 4.14.7 (If there is no existing tenancy agreement (including renewal of the tenancy agreement) of the Flat as of 2 November 2029) on 2 November 2029; or
- 4.14.8 Other circumstances (if any) as stated in (i) the terms and conditions of the Scheme, (ii) the terms and conditions stated in the "Declaration and Undertaking" signed by the **Owner Certificate Holders** and (iii) the relevant Government Land Grant, the relevant Modification Letter(s) and the relevant Waiver Letter(s) issued by the Lands Department.

4.15 If there is any change to the ownership of or payment of premium for the Flat, **Owner Certificate Holders** should also inform HKHS in writing as soon as practicable.

5. Key Terms and Conditions of the Prescribed Tenancy Agreement (Applicable to Leasing to Tenant Certificate (PRH Applicant) Holders)

5.1 As at the date of signing of the tenancy agreement and throughout the term of tenancy agreement, the relevant **Owner Certificate**, **Tenant Certificate (PRH Applicant)** and "**Nomination Certificate**" must remain valid.

5.2 The commencement date of the term of the tenancy agreements shall not be later than 1 November 2029.

5.3 The expiration date of the tenancy agreements shall not exceed 31 October 2031.

5.4 Management fees, government rates, government rent and property tax are paid by the owners.

5.5 If the tenant is a **Tenant Certificate (PRH Applicant) Holder**, 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 **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.

5.6 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 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 HKHS (T-Home) or a traditional Public Rental Housing flat allocated by HA/Housing Department (hereinafter referred to as "HD") or Rental Estate unit allocated by HKHS, or directly or indirectly in any manner own(s) any domestic property in Hong Kong [Note 8], the **Tenant Certificate (PRH Applicant) Holder** shall within 14 days terminate the tenancy agreement by serving a 2 months' notice in writing to the **Owner Certificate Holder**. (**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**.)

5.7 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 5.6 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.

5.8 If the tenant is a **Tenant Certificate (PRH Applicant) Holder**, the tenant cannot sub-let the Flat, whether in part or in whole to any person.

5.9 **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.*

Note 8 : **Tenant Certificate (PRH Applicant) Holders** and/or any 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.

5.10 After signing or renewing the tenancy agreement, **Owner Certificate Holders** shall complete and sign the "Notice of Execution of the Tenancy Agreement (For Owner)" [(Note 9)] 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.

5.11 If **Owner Certificate Holders** decide to renew the tenancy with **Tenant Certificate (PRH Applicant) Holders**, **Owner Certificate Holders** shall complete and sign the "Notice of Soon-To-Expire Tenancy Agreement (For Owner)" [(Note 9)] prepared by HKHS, and at least 2 months before the expiration date of 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.

5.12 If **Owner Certificate Holders** and **Tenant Certificate (PRH Applicant) Holders** terminate the tenancy agreement before the expiration date of the tenancy agreement, **Owner Certificate Holders** shall within 2 weeks upon the issue/receipt of relevant notice of termination of tenancy agreement, complete and sign the "Notice of Early Termination of the Tenancy Agreement (For Owner)" [(Note 9)] 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.

5.13 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.

5.14 During the tenancy period, if the relevant Waiver Letter (in respect of the Flat) is revoked by government authority (only applicable to HKHS's SSFs 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) therein, until the tenancy expiration date or the tenancy termination date, as the case may be.

5.15 If the **Owner Certificate** or **Tenant Certificate (PRH Applicant)** is revoked by HKHS during the tenancy period, the other party has the right to terminate the tenancy agreement.

5.16 If the **Tenant Certificate (PRH Applicant)** held by the tenant 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.

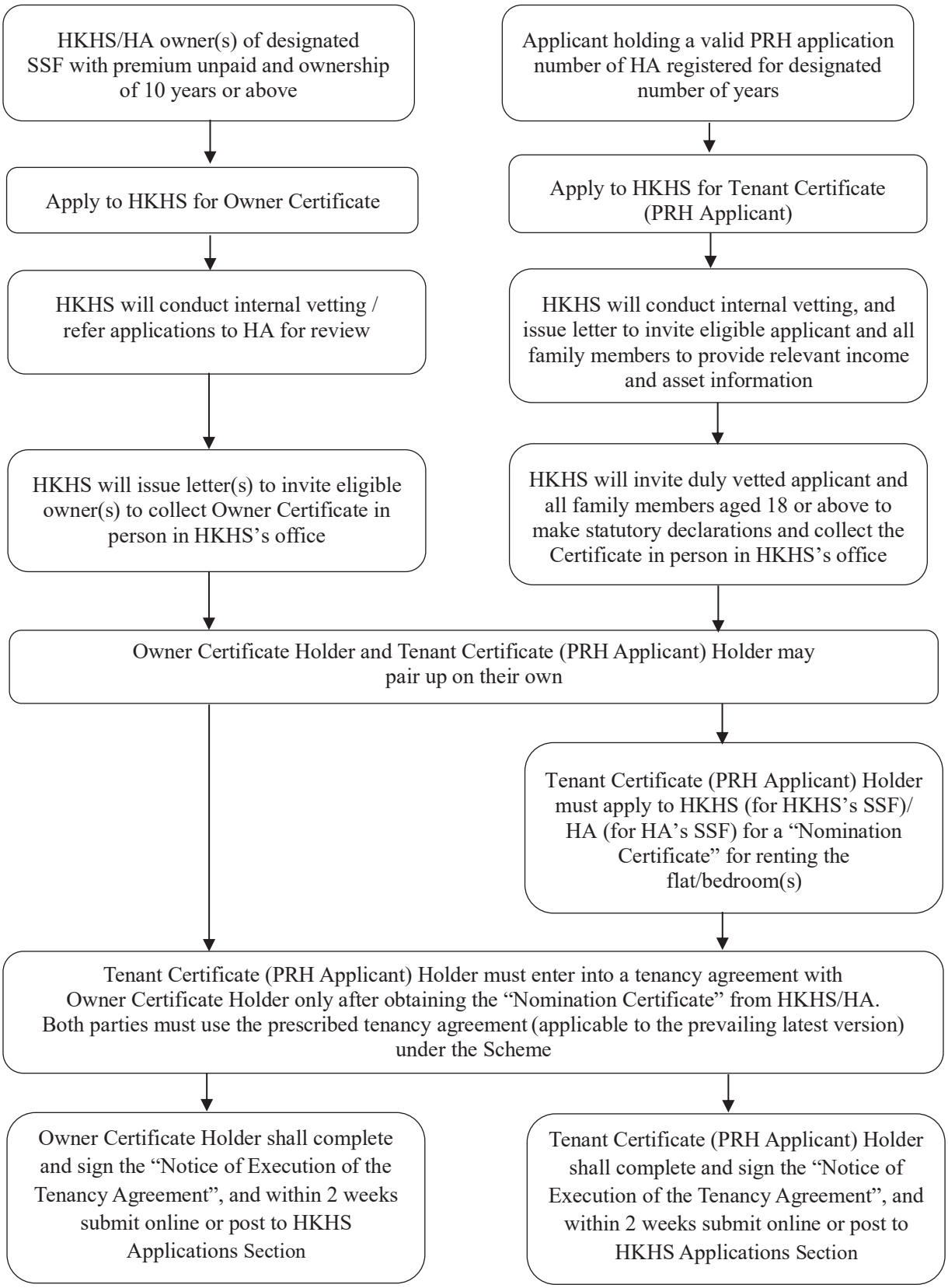
5.17 If the **Tenant Certificate (PRH Applicant) Holder** passes away during the tenancy period, the **Owner Certificate Holder** shall permit the Occupier(s) who is/are listed on the tenancy agreement to continue to reside in the Flat/bedroom(s) therein on the same terms and conditions of the tenancy agreement until the tenancy expiration date of the term or the tenancy termination date, as the case may be.

5.18 The stamp duty [(Note 10)] of the tenancy agreement shall be borne by **Owner Certificate Holder** and **Tenant Certificate (PRH Applicant) Holder** equally.

Note 9 : The relevant notices can be filled in and submitted online at the "Owner and Tenant Information Sharing Platform" after login. They can also be downloaded at the designated website of the Scheme: lettingscheme.hkhs.com, or collected at HKHS Applications Section (G/F, Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong).

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.

5.19 **Mode of Operation – Owner Certificate Holder leasing the Flat to Tenant Certificate (PRH Applicant) Holder**



6. Key Terms and Conditions of the Prescribed Tenancy Agreement (Applicable to Leasing to Tenant Certificate (White Form) Holders)

6.1 As at the date of signing of the tenancy agreement and throughout the term of tenancy agreement, the relevant **Owner Certificate**, **Tenant Certificate (White Form)** (Note 4) and "**Nomination Certificate**" must remain valid.

6.2 The commencement date of the term of the tenancy agreements shall fall no earlier than the issuance date of the **Tenant Certificate (White Form)** and no later than one (1) year after such issuance date (hereinafter referred to as "the Date of Expiration").

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 are paid by the owners.

6.5 If the tenant is a **Tenant Certificate (White Form) Holder**, 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 **Tenant Certificate (White Form) 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 (White Form) Holder** and/or any family member(s) listed on the relevant **Tenant Certificate (White Form)** 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 HKHS (T-Home) or a traditional Public Rental Housing flat allocated by HA/HD or Rental Estate unit allocated by HKHS, or directly or indirectly in any manner own(s) any domestic property in Hong Kong (Note 11), the **Tenant Certificate (White Form) Holder** shall within 14 days terminate the tenancy agreement by serving a 2 months' notice in writing to the **Owner Certificate Holder**. (**Please note that** if the **Tenant Certificate (White Form) 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 (White Form) Holder** and/or any family member(s) listed on the relevant **Tenant Certificate (White Form)** 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 (White Form) 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 (White Form) 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 If the tenant is a **Tenant Certificate (White Form) Holder**, the tenant cannot sub-let the Flat, whether in part or in whole to any person.

Note 11 : **Tenant Certificate (White Form) Holders** and/or any 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) owned or co-owned any domestic property in Hong Kong or any interest in such kind of property; or

(ii) entered into any agreement which is still valid and subsisting (including preliminary agreement) to purchase any domestic property in Hong Kong; or

(iii) owned more than 50% of the shares in a company which directly or through a subsidiary company owned any domestic property in Hong Kong; or

(iv) been a beneficiary of the estate of any deceased person which includes any domestic property or land in Hong Kong; or

(v) assigned any domestic properties in Hong Kong or any interest in such properties in Hong Kong (the date of assignment shall be the date of execution of the Deed of Assignment), or

(vi) withdrawn from any company which owned any domestic property in Hong Kong in which the applicant/Family Member(s) of the family owned more than 50% of the shares.

Domestic properties include any domestic property, uncompleted private domestic property, rooftop structures approved by the Buildings Department, domestic building lots and small house grants approved by the Lands Department in Hong Kong.

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 After signing or renewing the tenancy agreement,

6.10.1 The **Owner Certificate Holder** shall complete and sign the "Notice of Execution of the Tenancy Agreement (For Owner)" (Note 9) 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.

6.10.2 HKHS will then issue the first quarterly demand note of the **Letting Permit Fee** payable to **Owner Certificate Holder** by email and/or by post**.**

6.10.3 The **Owner Certificate Holder** shall pay the first quarterly **Letting Permit Fee** [in the form of a crossed cheque or cashier's order] [payable to "HONG KONG HOUSING SOCIETY", and write the Flat address, the name and contact number of **Owner Certificate Holder** (if there is more than one owner, please indicate any one of them) on the back of the cheque or cashier's order. Cash, post-dated cheque or electronic cheque will not be accepted] to HKHS and provide the said cheque or cashier's order to HKHS Applications Section by post or by hand within the indicated deadline on the demand note. Please indicate "Letting Scheme for Subsidised Sale Developments with Premium Unpaid" and the application number on the cover of the envelope.

Subsequently, HKHS will issue quarterly demand notes to the **Owner Certificate Holder** by post and/or by email. The **Owner Certificate Holder** must pay the **Letting Permit Fee** payable to HKHS within the deadline and in the manner specified on the demand notes. The payment deadline is the last working day of the first month of each quarter.

6.11 The quarterly **Letting Permit Fee** is calculated based on the saleable area of the Flat and the applicable charging benchmark for the area in which the Flat is located, by making reference to the average rent data of private residential units of the relevant classes compiled by the Rating and Valuation Department ("RVD"). The charging benchmarks will remain unchanged throughout the tenancy period but will periodically be reviewed and re-determined, please note the latest publication. The following examples illustrate the calculation of the quarterly Letting Permit Fee payable, <u>for reference only</u>:

	Hong Kong	**Kowloon**	**New Territories and Islands**
Charging Benchmark of Letting Permit Fee per square metre per month [(a)]	HK$100	HK$89	HK$66
Saleable Area of the Flat (as stated on the RVD's "Property Information Online") [(b)]	35.0 m^2 (example)	35.0 m^2 (example)	35.0 m^2 (example)
Quarterly Letting Permit Fee payable [(a) x (b) x 3]	HK$10,500 (About HK$3,500 per month on average)	HK$9,345 (About HK$3,115 per month on average)	HK$6,930 (About HK$2,310 per month on average)

6.12 The **Owner Certificate Holder** must settle all outstanding payments of the **Letting Permit Fee** (if any) before transferring the ownership of the Flat or paying the premium of the Flat.

6.13 In the event that the **Owner Certificate Holder** fails to pay the **Letting Permit Fee** within the deadline stated on any of the demand notes:

6.13.1 Interest at the rate of 5% per annum on any unpaid **Letting Permit Fee** calculated from the due date to the date of actual payment will be imposed for each late payment. A further collection charge of 10% will be imposed on the total amount due (including the interests already imposed) which remains unpaid six months after the last day for payment in order to cover the additional administrative costs. All interests and collection charges will not be waived;

6.13.2 HA/HKHS may at any time apply for a charging order against the Flat and register such charging order at the Land Registry;

6.13.3 HKHS reserves the right to revoke the **Owner Certificate** held by the **Owner Certificate Holders**, as the transfer or letting out of the Flat remains subject to the restrictions of (i) the Government Land Grant and the Modification Letter(s) and the Waiver Letter(s) (applicable to HKHS's SSFs) or (ii) the Housing Ordinance (applicable to HA's SSFs);

6.13.4 HA/HKHS reserves the right to take legal action against the **Owner Certificate Holders**;

6.13.5 HA/HKHS reserves the right to refer the unlawful alienation case to the relevant government department (including but not limited to Lands Department) for follow-up; and

6.13.6 HA/HKHS reserves the right to claim against the **Owner Certificate Holder** any loss arising out of the failure of the owner to pay the **Letting Permit Fee**, including but not limited to all related legal fees and administrative fees.

6.13.7 HKHS reserves the right to reject the owner to re-apply for a new **Owner Certificate**.

6.14 If **Owner Certificate Holders** decide to renew the tenancy with **Tenant Certificate (White Form) Holders**, **Owner Certificate Holders** shall complete and sign the "Notice of Soon-To-Expire Tenancy Agreement (For Owner)" (Note 9) prepared by HKHS, and at least 2 months before the expiration date of 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.

6.15 If **Owner Certificate Holders** and **Tenant Certificate (White Form) Holders** terminate the tenancy agreement before the expiration date of the tenancy agreement, **Owner Certificate Holders** shall within 2 weeks upon the issue/receipt of relevant notice of termination of tenancy agreement, complete and sign the "Notice of Early Termination of the Tenancy Agreement (For Owner)" (Note 9) 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.

6.16 During the tenancy period, if the relevant Waiver Letter (in respect of the Flat) is revoked by government authority (only applicable to HKHS's SSFs with premium unpaid) or the **Owner Certificate** of the owner is revoked by HKHS, the **Owner Certificate Holder** shall permit the **Tenant Certificate (White Form) Holder** to continue to rent the Flat, until the tenancy expiration date or the tenancy termination date, as the case may be.

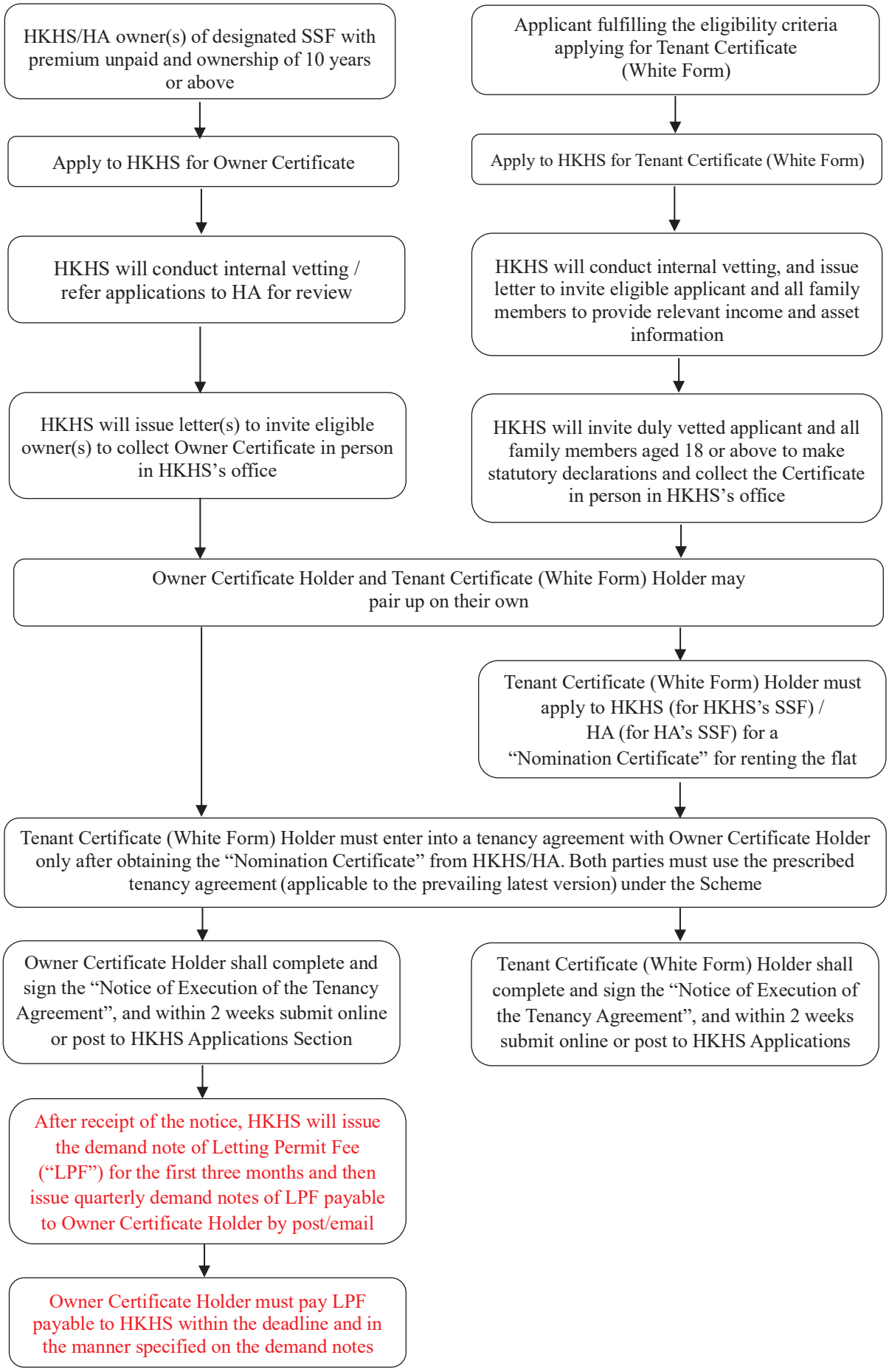
6.17 If the **Owner Certificate** or **Tenant Certificate (White Form)** is revoked by HKHS during the tenancy period, the other party has the right to terminate the tenancy agreement.

6.18 If the **Tenant Certificate (White Form)** held by the tenant 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 (White Form) Holder** shall return the possession of the leased property to the **Owner Certificate Holder** pursuant to the stipulations of the tenancy agreement.

6.19 If the **Tenant Certificate (White Form) 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 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.

6.20 The stamp duty (Note 9) of the tenancy agreement shall be borne by **Owner Certificate Holders** and **Tenant Certificate (White Form) Holders** equally.

6.21 Mode of Operation – Owner Certificate Holder leasing the Flat to Tenant Certificate (White Form) Holder



7 Additional Notes

7.1 **Owner Certificate Holders** shall ensure that they have the right to let the Flat or certain bedroom(s) therein (as the case may be) before the signing of a tenancy agreement. For instance, if there is any outstanding mortgage on the Flat, they should enquire or apply for consent (if necessary) from their mortgagee banks or financial institutions regarding their letting of the Flat or certain bedroom(s) therein (as the case may be) before the signing of a tenancy agreement. HKHS shall not be held responsible for any expenses, losses or liabilities incurred by the **Owner Certificate Holders** due to their letting of the Flat or certain bedroom(s) therein (as the case may be).

7.2 HKHS advises that **Owner Certificate Holders** should purchase suitable insurance for the Flat during the tenancy period.

7.3 Within one month from the date of signing or renewing the tenancy agreement, **Owner Certificate Holders** shall submit the Notice of New Letting or Renewal Agreement (Form CR109) under Part IV of the Landlord and Tenant (Consolidation) Ordinance to the RVD.

7.4 The owner and tenant shall be responsible for arranging the stamping of the signed tenancy agreement.

7.5 In addition to the stamp duty, **Owner Certificate Holders/Tenant Certificate (PRH Applicant) Holders** or **Tenant Certificate (White Form) Holders** may be required to pay individually, including but not limited to, the following fees as they go through the procedure of the tenancy arrangements:

7.5.1 Commission fee charged by estate agent(s) for the tenancy agency work (if the transaction was completed through estate agent(s)); and

7.5.2 Legal fee charged by lawyers for handling the tenancy arrangements (if lawyers were engaged in handling the tenancy agreement).

7.6 In the event of any controversies or disputes between the **Owner Certificate Holder** and **Tenant Certificate (PRH Applicant) Holder** or **Tenant Certificate (White Form) 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 of the agreement(s) on their own.

7.7 The public may check the latest status of the **Owner Certificate** or **Tenant Certificate (PRH Applicant)** or **Tenant Certificate (White Form)** issued by HKHS at the designated website of the Scheme: lettingscheme.hkhs.com.

7.8 When applying for "**Nomination Certificate**" from HKHS or HA, **Owner Certificate Holder** shall provide a copy of **Owner Certificate** to **Tenant Certificate (PRH Applicant) Holder** or **Tenant Certificate (White Form) Holder** for the purpose of applying for the "**Nomination Certificate**".

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 AF and relevant documents provided by the Applicants 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 AF and relevant documents provided by the Applicant contains 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) 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 **Owner Certificate**. 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 Applicants contain such false or inaccurate or misleading information.

8.4 HKHS will revoke the **Owner 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 **Owner Certificate** and hold the person liable for any loss resulting thereof.

9 Notes on Collection of Personal Data (Applicable to Manual and 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 contact the applicants for such purposes. All personal data in the AF, including the declaration by the Applicants authorising the collection and comparison/checking/transfer of their personal data, are provided by the Applicants on voluntary basis. However, if insufficient information is provided by the Applicants, HKHS 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), 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 shall also authorise HKHS to disclose, verify and match the relevant information with HA, HD, other government departments (including but not limited to the Land Registry), public/private organisations/companies or HKHS's existing records, and further agree for HA, HD, any government departments (including but not limited to the Land Registry) or public/private organisations/companies to provide HKHS with the Applicant(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 HKHS for conducting statistical surveys and researches. The Applicants should also agree that HKHS may pass the AF and the personal data on the **Owner Certificate** 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) in the AF against its existing records, or may disclose or verify such information to or with HA, HD, other government departments or public/private organisations/companies 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 HS 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) 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 paragraph 2.4 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 of the Scheme at: lettingscheme.hkhs.com.

11.2 Call the Scheme hotline on 8108 0678 (8:30 a.m. to 12:30 p.m. and 1:30 p.m. to 5:30 p.m. from Mondays to Fridays, excluding Saturdays, Sundays and Public Holidays).

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 prior notice.