

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 “HS”) 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 HS 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, HS 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 HS 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 HS 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 HS’s subsidised sale flats); or (ii) the Housing Ordinance (applicable to HA’s subsidised sale flats) (i.e. flats with premium unpaid).
- 1.2 If there is any dispute over the interpretation of the aforesaid eligibility criteria, HS’s (applicable to HS’s subsidised sale flats) and HA’s (applicable to HA’s subsidised sale flats) decision shall be regarded as final. HS reserves the right not to accept any application.

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

2. Important Notes for Application and AF Submission

- 2.1 Now open for application (no application deadline at this moment).
- 2.2 The introduction leaflet of the Scheme, 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 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);
- 2.2.2 Rental Estate Offices of HS ^(Note 2).
- 2.3 All owners and joint owners (if any) of the Flat (hereinafter referred to as "Applicants") must be listed in and sign the same AF.
- 2.4 Before submitting the AF, the Applicants should first read this AG and submit their applications in one of the following manners:
- 2.4.1 Online Application
Submit online application and pay an application fee of HK\$200 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 HS reserves the right to cancel all relevant applications; or
- 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\$200 [paid in the form of crossed cheque or cashier's order payable to "HONG KONG HOUSING SOCIETY", and write the Flat address, the Applicants' name and contact number (if there is more than one applicant, please indicate any one of them) at 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 HS due to insufficient postage, the application will not be processed; or
 - **By returning in person** to 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).
- 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 HS is entitled to cancel such application. Applications that are not submitted by the specified method or duplicated application will not be accepted. Application fee, once paid, is non-refundable and non-transferrable irrespective of the result of application. HS reserves the right not to accept any application.

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

3. Processing of Application and Approval Process

- 3.1 After the Applicants have completed all online application procedures and paid the application fee, HS 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, HS will notify the Applicants their application number by post to the correspondence address provided by Applicants.
- 3.3 All future correspondences between HS and the Applicants should indicate the application number.
- 3.4 Upon receiving the AF, HS will review whether the Applicants meet the eligibility criteria in accordance with the records contained in the Lands Registry and HS, and if the Flat is a HA's subsidised sale flat, HS will transfer the relevant application to HA for their review. HS 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, HS reserves the right to reject the relevant applications. After HS 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. HS 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),HS shall be entitled to refuse the relevant application.
- 3.6 After the preliminary vetting, HS will invite all eligible Applicants by letter to attend interview in HS Applications Section's office (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 the HS, and such change would only be confirmed after approval by HS. 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 HS beforehand, HS will consider the Applicants not intending to continue their application under the Scheme and cancel their application. HS 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 “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 subsidised sale flats), in accepting and abiding by the aforementioned terms and conditions, **Owner Certificate Holders** can negotiate with and let to holders of valid “Certificate of Participation – Tenant” (hereinafter referred to as “**Tenant Certificate**”) and holders thereof hereinafter referred to as “**Tenant Certificate Holders**”) the subsidised sale flats listed in the **Owner Certificate**.
- 4.3.1 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 Holder**.
- 4.3.2 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 Holders**, and each **Tenant Certificate Holder** must at least rent one bedroom, or (ii) let the entire Flat to one **Tenant Certificate Holder**.
- 4.3.3 If it is specified on the relevant **Owner Certificate** that the Flat is a HA’s subsidised sale flat, **Tenant Certificate Holder** must apply to HA for a “**Nomination Certificate**”^(Note 3) for the Flat/certain bedroom(s) therein in accordance with the requirements of HA. **Tenant Certificate Holder** must only enter into the tenancy agreement after obtaining such “**Nomination Certificate**” from HA. Under no circumstances does HS guarantee that **Tenant Certificate Holders** can obtain a “**Nomination Certificate**” issued by HA successfully.
- 4.3.4 The relevant **Owner Certificate**, **Tenant Certificate** and “**Nomination Certificate**” (if applicable) must remain valid^(Note 4) as at the date of the signing of the tenancy agreement (or renewing of the tenancy agreement) and throughout the term of tenancy agreement.
- 4.4 **Owner Certificate Holders** and **Tenant Certificate Holders** must use the prescribed tenancy agreement of the Scheme (applicable to the prevailing latest version)^(Note 5) when signing or renewing the tenancy agreement. Regarding the major terms and conditions of the prescribed tenancy agreement, please refer to section 5 below.

Note 3: Regarding the Application Form and Application Guide of HA’s “Nomination Certificate”, please call 3162 0666 or attend the Home Assistance Loan Unit (address: Room 202, 2/F, Lung Cheung Office Block, 138 Lung Cheung Road, Wong Tai Sin, Kowloon, Hong Kong) for enquiry. **Tenant Certificate Holders** can 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.one.gov.hk/form/hou065/en/>.

Note 4: 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 5: The prescribed tenancy agreement can be downloaded at the designated website of the Scheme: lettingscheme.hkhs.com or collected at the HS Applications Section (G/F, Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong) during the office hours. HS 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. HS will study relevant information available (including the results of land search) in vetting the applications. If there are issues that clarification is required, HS 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, HS may advise the **Owner Certificate Holders** to seek professional advice, and may halt the application in abeyance meanwhile.

- 4.6 The commencement date of the term of the tenancy agreements shall not be later than 1 November 2029.
- 4.7 The expiration date of the tenancy agreement shall not exceed 31 October 2031.
- 4.8 After the signing or renewing of the tenancy agreement, **Owner Certificate Holders** shall complete and sign the “Notice of Execution of the Tenancy Agreement (For Owner)” ^(Note 6) 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.
- 4.9 If **Owner Certificate Holders** decide to renew the tenancy with the tenants, **Owner Certificate Holders** shall complete and sign the “Notice of Soon-To-Expire Tenancy Agreement (For Owner)” ^(Note 6) prepared by HS, and within 2 months before the expiration date of Tenancy Agreement submit online or post the said notice to HS Applications Section. Please indicate “Letting Scheme for Subsidised Sale Developments with Premium Unpaid” and the application number on the cover of the envelope.
- 4.10 If **Owner Certificate Holders** and **Tenant Certificate 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 6) prepared by HS and submit online or post the said notice to HS Applications Section. Please indicate “Letting Scheme for Subsidised Sale Developments with Premium Unpaid” and the application number on the cover of the envelope.
- 4.11 **Owner Certificate Holders** and **Tenant Certificate Holders** may complete the tenancy arrangement 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 Holders** are required to produce to each other or the estate agent(s) 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.

Note 6: 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 the HS Applications Section (G/F, Dragon Centre, 23 Wun Sha Street, Tai Hang, Hong Kong).

Note 7: 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.

- 4.12 **Owner Certificate Holders** acknowledge and agree that HS 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
<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.

- 4.13 HS 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 HS from time to time.
- 4.14 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".
- 4.15 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 owner. In any circumstances where the relevant Waiver Letter is revoked, the owner cannot claim for any compensation from the government or HS.
- 4.16 If **Owner Certificate Holders** contravene any terms and conditions in the "Declaration and Undertaking", HS 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**, HS has the right to notify the tenants (**Tenant Certificate Holders**) (if applicable) of the relevant Flat, and government authority. HS shall not be responsible for any loss suffered by the **Owner Certificate Holders**.
- 4.17 HS 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 HS, the **Owner Certificate Holders** shall allow HS, its representatives, HA or its representatives to enter the Flat for internal inspection, and provide HS with information and related documents as requested by HS for review purposes. If the **Owner Certificate Holders** fail to pass the review, HS has the right to revoke the **Owner Certificate** held by them, and notify the relevant review results to the tenants (**Tenant Certificate Holders**) (if applicable) of the relevant Flat and government authority. HS shall not be responsible for any loss suffered by the **Owner Certificate Holders**.

- 4.18 HS reserves the right to revoke and terminate **Owner Certificate** upon issuance of the notice to **Owner Certificate Holders**.
- 4.19 The **Owner Certificate** will be revoked, terminated and become invalid in case of the following.
- 4.19.1 Any change to the ownership of the Flat; or
 - 4.19.2 The alienation restrictions under relevant Government Land Grant, Modification Letter(s) and Waiver Letter(s) (applicable to HS's subsidised sale flats) are no longer applicable to the Flat (i.e. premium paid); or
 - 4.19.3 The alienation restrictions under the Housing Ordinance (applicable to HA's subsidised sale flats) is no longer applicable to the Flat (i.e. premium paid) ; or
 - 4.19.4 Upon issuance of the notice of revocation to the **Owner Certificate Holders**; or
 - 4.19.5 (If there is an existing tenancy agreement (including renewing of the tenancy agreement) of the Flat on 2 November 2029) on the date of expiration or sooner determination of such tenancy agreement; or
 - 4.19.6 (If there are more than one existing tenancy agreements (including renewing of the tenancy agreements) of the Flat as of 2 November 2029) on the date of expiration or sooner determination of the last expired or determined tenancy agreement; or
 - 4.19.7 (If there is no existing tenancy agreement (including renewing of the tenancy agreement) of the Flat on 2 November 2029) on 2 November 2029; or
 - 4.19.8 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 (applicable to HS's subsidised sale flats).
- 4.20 If there is any change to the ownership of or payment of premium for the Flat, **Owner Certificate Holders** should also inform HS in writing as soon as practicable. HS shall not be liable for any loss suffered by the **Owner Certificate Holders**.

5. Key Terms and Conditions of the Prescribed Tenancy Agreement

- 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** and "**Nomination Certificate**" (if applicable) 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 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 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 Holder** and/or any family member(s) listed on the relevant **Tenant Certificate** confirm(s) acceptance of a Light Public Housing unit allocated by Housing Bureau or Transitional Housing unit recognised by Housing Bureau as a Category A tenant or Transitional Rental Housing unit provided by HS (T-Home) or a traditional Public Rental Housing flat allocated by HA/Housing Department or Rental Estate unit allocated by HS, or directly or indirectly in any manner own(s) any domestic property in Hong Kong ^(Note 8), the **Tenant Certificate 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 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 is a **Tenant Certificate Holder**, the tenant cannot sub-let the Flat, whether in part or in whole to any person.
- 5.8 **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.
- 5.9 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.
- 5.10 During the tenancy period, if the relevant Waiver Letter (in respect of the 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) therein, until the tenancy expiration date or the tenancy termination date, as the case may be.
- 5.11 If the **Owner Certificate** or **Tenant Certificate** is revoked by HS during the tenancy period, the other party has the right to terminate the tenancy agreement.
- 5.12 If the **Tenant Certificate** held by the tenant 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.
- 5.13 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(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.

Note 8: **Tenant Certificate 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 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 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.

- 5.14 The stamp duty ^(Note 9) of the tenancy agreement shall be borne by **Owner Certificate Holders** and **Tenant Certificate Holders** equally.

6. Additional Notes

- 6.1 **Owner Certificate Holders** shall ensure that they have the right to let the Flat or certain bedroom(s) therein 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 before the signing of a tenancy agreement. HS 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.
- 6.2 HS advises that **Owner Certificate Holders** should purchase suitable insurance for the Flat during the tenancy period.
- 6.3 Within one month from the date of the signing or renewing of 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 Rating and Valuation Department.
- 6.4 The owner and tenant shall be responsible for arranging the stamping of the signed tenancy agreement.
- 6.5 In addition to the stamp duty, **Owner Certificate Holders/Tenant Certificate 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:
- 6.5.1 Commission fee charged by estate agent(s) for the tenancy agency work (if the transaction was completed through estate agent(s)); and
- 6.5.2 Legal fee charged by lawyers for handling the tenancy arrangements (if lawyers were engaged in handling the tenancy agreement).
- 6.6 In the event of any controversies or disputes between the **Owner Certificate Holder** and the **Tenant 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 of the agreement(s) on their own.
- 6.7 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.
- 6.8 When applying for “**Nomination Certificate**” from HA, **Owner Certificate Holder** shall provide a copy of **Owner Certificate** to **Tenant Certificate Holder** for the purpose of applying for the “**Nomination Certificate**”.

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

- 7.1 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 the false or inaccurate or misleading information will be revoked and all application fees paid will not be refunded or transferred. HS has the final decision on whether the AF and relevant documents provided by the applicant contains such false or inaccurate or misleading information.

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>.

- 7.2 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) 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.
- 7.3 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 **Owner 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 Applicants contain such false or inaccurate or misleading information.
- 7.4 HS 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.

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

- 8.1 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 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, HS may not be able to process the relevant applications and the application fee paid will not be refunded or transferred.
- 8.2 When assessing the eligibility of the Applicants, 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 shall also authorise HS to verify and match the relevant information with HA, Housing Department, other government departments, public/private organisations/companies 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 or the independent consultant companies appointed by HS to provide HS with the Applicants' 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 should also agree that HS may pass the AF and the personal data on the **Owner 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.
- 8.3 When HS is reviewing the applications of the Scheme or conducting review of the eligibility, HS may match the personal data provided by the Applicants 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 or the independent consultant companies appointed by HS for the purposes stated above.

- 8.4 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 Applicants 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), 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.

9. Warning

Applicants should note that the fee payable to HS for application under the Scheme is mentioned in paragraph 2.4 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.

10. Contact Us

- 10.1 Browse the designated website of the Scheme at: lettingscheme.hkhs.com.
- 10.2 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).
- 10.3 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 prior notice.