
1. Eligibility Criteria for Letting Scheme for Subsidised Sale Developments with Premium Unpaid
(hereinafter referred to as “the Scheme”)

- 1.1 Applicants who have the ownership of a flat in the designated subsidised sale developments of the Hong Kong Housing Society (hereinafter referred to as “HS”) ^(Note 1), provided that the following conditions are met:
- (a) Applicants must be the owner and all the joint owner(s) (if any) of a flat in the designated subsidised sale developments of HS that has 2 bedrooms or more (hereinafter referred to as “the Flat”); and
 - (b) 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 applicants acquired the ownership through probate, the title of the Flat must have reached 10 years or above from the date of signing the Deed of Assignment by the deceased owner; and
 - (c) The Flat is still subject to the resale restrictions of the Government Land Grant and the Modification Letter(s) of the Conditions of Grant (flat with premium unpaid); and
 - (d) The applicants are not holding a valid “Certificate of Availability for Sale” under the Flat-for-Sale Scheme Secondary Market.
- 1.2 The internal partitions of the Flat must have 2 bedrooms or more ^(Note 2).
- 1.3 There is no unauthorized building works ^(Note 3) in the Flat; and there is no “warning notice”/“order” issued by the Buildings Department in relation to the Flat (excluding “warning notice”/“order” that has been discharged by the Buildings Department).
- 1.4 If there is any dispute over the interpretation of the aforesaid eligibility criteria, HS’s decision shall be regarded as final.

Note 1: Designated subsidised sale developments of HS include:

- (a) “Flat-for-Sale Scheme”: Healthy Village Phase I, Healthy Village Phase II, Ka Wai Chuen, Clague Garden Estate, Broadview Garden, Cronin Garden, Verbena Heights, Bo Shek Mansion, Lakeside Garden, Kai Tak Garden and Kingston Terrace;
- (b) “Sandwich Class Housing Scheme”: Tivoli Garden, The Pinnacle, Sunshine Grove, Radiant Towers, Park Belvedere, Marina Habitat, Highland Park, Hibiscus Park, Cascades and Bel Air Heights.

Note 2: Refer to the plans contained in the Deed of Assignment, any changes must be approved by the relevant government departments.

Note 3: In general, unauthorized building works are:

- (a) Any additions or alterations works inside a building involving the structure of the building, and building works outside a building without the prior approval and consent of the Building Authority; or
- (b) Small-scale building works that are designated as minor works, but did not follow the simplified requirements of the Minor Works Control System under the Buildings Ordinance (Cap. 123); or
- (c) Any addition and alteration works inside a building NOT involving the structure of the building, but do not comply with the building standards laid down in the Buildings Ordinance and allied regulations.

2. Important Notes for Application and AF Submission

- 2.1 HS will send copies of the introduction leaflet of the Scheme, the AF and the application guide for owner (hereinafter referred to as “AG”) to the owners of the designated subsidised sale developments in September 2018.
- 2.2 The introduction leaflet, the AF and the AG are also obtainable during the office hours of the following locations or by downloading from the following website:
 - (a) Hong Kong Housing Society Office, Tone King Building, 413 Castle Peak Road, Cheung Sha Wan, Kowloon (Office hours: 8:30 a.m. to 12:30 p.m. and 1:30 p.m. to 5:30 p.m. from Monday to Friday, excluding Saturdays, Sundays and public holidays);
 - (b) Hong Kong Housing Society 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 Monday to Friday, excluding Saturdays, Sundays and public holidays);
 - (c) The designated website of the Scheme: lettingscheme.hkhs.com.
- 2.3 All owners and joint owners (if any) of the Flat (hereinafter referred to as “Applicants”) must be stated in the same AF, and signed by the Applicants. Only one AF can be submitted for one flat.
- 2.4 Applicants shall post the completed and signed AF together with the application fee 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.
- 2.5 The application fee is HK\$400 and must be paid by crossed cheque or cashier’s order payable to “HONG KONG HOUSING SOCIETY”. Cash, promissory note or electronic cheque will not be accepted. Application fee paid is non-refundable and non-transferable irrespective of the application result. If the cheque/cashier’s order is dishonored, the application will be cancelled. Please write the following information at the back of the cheque or cashier’s order:
 - The address of the Flat; and
 - The name and the contact number of the owner (if the Flat has more than 1 owner, one of the owners).
- 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 will not be accepted. HS reserves the right not to accept any application.

3. Approval Process

- 3.1 Upon receipt of the AF, HS will first review whether the Applicants meet the eligibility criteria stated in paragraph 1 above.
- 3.2 Upon completion of the preliminary vetting, HS will notify the Applicants in writing and arrange a designated independent consultant company appointed by HS to make an appointment with the Applicants for inspecting the Flat, so as to verify whether there is any unauthorized building works in the Flat.
- 3.3 HS has the right to refuse the Applicants’ application if there is any unauthorized building works or undischarged “warning notice”/ “order” issued by the Buildings Department in relation to the Flat. HS may require the Applicants to submit relevant supporting documents or government approval documents to prove that the current condition of the Flat meets the eligibility criteria for the Scheme.

- 3.4 Upon receipt of the inspection report on the Flat from the independent consultant company and the completion of the vetting process, HS will contact and invite the Applicants to attend HS's office in Cheung Sha Wan during its office hours (Address: Hong Kong Housing Society Office, Tone King Building, 413 Castle Peak Road, Cheung Sha Wan, Kowloon) to complete the procedures and collect the "Eligible-to-Let Certificate".
- 3.5 Applicants must undertake and sign to agree to comply with the terms and conditions of the "Eligible-to-Let Certificate" issued by HS. For details, please refer to paragraph 4 below.

4. The Key Terms and Conditions for the Issuance of "Eligible-to-Let Certificate" and Tenancy Arrangements

- 4.1 An owner who holds an "Eligible-to-Let Certificate" issued by HS, and a Tenant ^(Note 4) who holds an "Eligible-to-Rent Certificate" issued by HS can complete the tenancy arrangement by pairing up on their own or with the assistance of estate agent(s). However, before signing the tenancy agreement, the parties must present their valid certificates to the counterparty or the estate agent(s) to confirm their identity so as to avoid contravening the terms and conditions of the relevant certificate(s).
- 4.2 An owner can only sign a tenancy agreement with a holder of the "Eligible-to-Rent Certificate" issued by HS, and the relevant "Eligible-to-Let Certificate" and "Eligible-to-Rent Certificate" must remain valid as at the date of signing of the tenancy agreement (or of the tenancy renewal) and throughout the tenancy period.
- 4.3 HS has prepared a prescribed tenancy agreement ^(Note 5) for the Scheme. Owners and Tenants must use the prescribed tenancy agreement prepared by HS.
- 4.4 The Third Schedule of the prescribed tenancy agreement contains mandatory terms, and there must not be any addition, deletion or modification to it. The owner and the Tenant may customize terms and conditions under the Fourth Schedule of the prescribed tenancy agreement under mutual agreement. If there is any additional agreement between the owner and the Tenant, it shall be set out in the Fourth Schedule of the prescribed tenancy agreement. In the event of any controversies or inconsistencies between the terms and conditions under the Third Schedule and the Fourth Schedule, the terms and conditions under the Third Schedule shall prevail over that of the Fourth Schedule. For key terms and conditions under the prescribed tenancy agreement, please refer to paragraph 5 below.
- 4.5 The owner shall not let the entire Flat to the Tenant Household. During the tenancy period, the owner must retain at least one (1) of the bedrooms for self-occupation. If the Flat has 2 bedrooms, 1 bedroom can be let by the owner; if the Flat has 3 bedrooms, a maximum of 2 bedrooms can be let by the owner and these 2 bedrooms can be rented by two different Tenant Households or the same Tenant Household (one-person Tenant Household is only allowed to rent one bedroom). For each rentable bedroom, the whole bedroom must be let out to one Tenant Household.
- 4.6 The expiration date of the tenancy agreement shall not exceed the expiry date specified in the Waiver Letter issued by the Lands Department (hereinafter referred as "Waiver Letter") (i.e. 30 September 2025). The Lands Department is entitled to terminate or revoke the Waiver Letter under the terms set out in the Waiver Letter at any time.
- 4.7 If the "Eligible-to-Let Certificate" is revoked due to any breach of its terms or conditions by the owner during the tenancy period, or the Waiver Letter (in relation to the Flat) is revoked due to any

Note 4: In the context of this AG, "Tenant" refers to the Tenant who signs the tenancy agreement with the owner in relation to the relevant bedroom; "Tenant Household" refers to the Tenant and his/her family member(s) who are set out in the tenancy agreement.

Note 5: The prescribed tenancy agreement can be downloaded from the designated website of the Scheme at: lettingscheme.hkhs.com. The prescribed tenancy agreement is subject to revisions and the latest revision shall prevail without prior notification.

breach of its terms and/or the terms and conditions stipulated by the government authority, the owner shall permit the Tenant Household to continue to rent the bedroom(s) until the tenancy expiry date or the tenancy termination date, as the case may be. The owner cannot claim any compensation against the Government for the revocation of the Waiver Letter under any circumstances.

- 4.8 If the Tenant passes away during the tenancy period, the owner shall permit the Tenant’s family member(s) who is/are listed in the tenancy agreement to reside in the bedroom on the same terms and conditions of the tenancy agreement until the tenancy expiry date or the tenancy termination date, as the case may be.
- 4.9 The owner is responsible for arranging (or through the assistance of estate agent) the stamping of the signed tenancy agreement ^(Note 6) and to 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.
- 4.10 If the owner renews the tenancy agreement with the same Tenant upon the expiration of the tenancy period, the parties shall still adopt the prescribed tenancy agreement prepared by HS to renew the tenancy.
- 4.11 After the signing of a tenancy agreement or renewal of a tenancy agreement, the owner shall complete and sign the “Notification of the Execution of Tenancy Agreement” prepared by HS, and then post the said notification to “Hong Kong Housing Society”, GPO Box No.8600, Hong Kong within 2 weeks for record.
- 4.12 The owner agrees that HS may provide the information stated on the “Eligible-to-Let Certificate” and the tenancy agreement (excluding personal data) to the public for reference, such as the following information:

“Eligible-to-Let Certificate”	Tenancy Agreement
<ul style="list-style-type: none"> • Certificate No.; • The housing estate; and • Date of Issue. 	<ul style="list-style-type: none"> • The commencement date of the tenancy; • The housing estate / block; • High/middle/low floor; • Bedroom /ensuite with bathroom; and • Rent.

- 4.13 Upon receipt of an appointment notice issued by HS, the owner shall allow HS or its representatives to enter the Flat for internal inspection at the appointed times, and provide HS with the signed tenancy agreement and related documents as requested by it for review purposes.
- 4.14 If the owner is in breach of any of the terms or conditions under the “Eligible-to-Let Certificate”, HS is entitled to revoke the “Eligible-to-Let Certificate” and/or pursue any claim for loss arising out of the breach of the “Eligible-to-Let Certificate”. HS is also entitled to notify the relevant Tenant Household and the government authority about the revocation of the “Eligible-to-Let Certificate”.
- 4.15 If the Lands Department revokes or terminates the Waiver Letter of the relevant flats under the terms set out in the Waiver Letter, HS will revoke the “Eligible-to-Let Certificate” issued to the owner earlier on and HS shall not be responsible for any loss arising out of such revocation (if any).
- 4.16 If the owner breaches any of the terms or conditions of the “Eligible-to-Let Certificate” issued to him/her during the tenancy period, HS is entitled to issue a rectification order to the owner or

Note 6: HS is not the agency that is responsible for stamp duty matters. For details and more information on stamp duty policies, the owner and/or the Tenant can call the Inland Revenue Department at 2594 3201 or 2594 3202 or visit their website (<http://www.ird.gov.hk/eng/faq/index.htm>).

institute legal proceedings against the owner. If the owner fails to rectify the breach of the terms or conditions of the said Certificate in accordance with the rectification order, the owner shall pay an administrative fee to HS (the amount is calculated on a daily basis by dividing the annual rent by 365 days, rounded off to the nearest dollar where applicable) from the date of the rectification order issued by HS, until: (i) he/she is no longer in breach of the terms or conditions of the “Eligible-to-Let Certificate”; or (ii) the expiration of the tenancy period; or (iii) the revocation of the “Eligible-to-Let Certificate” by HS.

- 4.17 The owner shall not assign or sell his/her interest in the “Eligible-to-Let Certificate” to a third party.
- 4.18 HS reserves the right to revise the prescribed tenancy agreement without prior notice.
- 4.19 HS reserves the right to revise any terms and conditions in the “Eligible-to-Let Certificate” without prior notice. All holders of the “Eligible-to-Let Certificate” are required to undertake to be bound by all terms and conditions as stipulated from time to time.
- 4.20 The Scheme is subject to the terms and conditions stated in the relevant Government Land Grants, Waiver Letter, the “Eligible-to-Let Certificate” issued by HS applicable to owners and the “Eligible-to-Rent Certificate” issued by HS applicable to Tenant Households, and the terms and conditions as stipulated by the government authority from time to time. In the event of any controversies or inconsistencies between the terms and conditions stated in the “Eligible-to-Let Certificate” issued by HS applicable to owners and the “Eligible-to-Rent Certificate” issued by HS applicable to Tenant Households 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 the terms and conditions stated in the “Eligible-to-Let Certificate” issued by HS applicable to owners and the “Eligible-to-Rent Certificate” issued by HS applicable to Tenant Households.
- 4.21 If the applicant applies to HS for the “Certificate of Availability for Sale” under the “Flat-for-Sale Scheme Secondary Market” after the issuance of the “Eligible-to-Let Certificate”, and if the owner has not exercised the said “Eligible-to-Let Certificate” yet (i.e. has not signed any tenancy agreement), HS will first revoke the said “Eligible-to-Let Certificate” before processing his/her application for “Certificate of Availability for Sale”. If the owner has exercised the “Eligible-to-Let Certificate” to sign a tenancy agreement, the owner shall first prove that the relevant tenancy agreement has been terminated and HS will process his/her application for “Certificate of Availability for Sale” after revoking the said “Eligible-to-Let Certificate”.

5. Key Terms and Conditions of the Prescribed Tenancy Agreement

- 5.1 As at the date of signing the tenancy agreement and throughout the tenancy period, the owner must hold a valid “Eligible-to-Let Certificate” issued by HS and the Tenant must hold a valid “Eligible-to-Rent Certificate” issued by HS.
- 5.2 In the event of any conflicts or inconsistencies in the terms and conditions of the Third Schedule and the Fourth Schedule of the prescribed tenancy agreement, the terms and conditions in the Third Schedule shall prevail over the terms and conditions in the Fourth Schedule.
- 5.3 The tenancy period is 2 years. At any time after the expiration of the first twelve (12) months of the tenancy agreement, either party of the owner and the Tenant shall be entitled to terminate the tenancy agreement by serving a two (2) months’ notice in writing to the other party. If during the tenancy period, the Tenant and/ or his/her spouse confirms acceptance of a public rental housing flat allocated by the Hong Kong Housing Authority or HS, or the Tenant and/or the Tenant's spouse or through any company of which the Tenant and/or the Tenant's spouse hold(s) 50% or over shares of that company acquire(s) the title of a residential property (including subsidised housing) in Hong Kong (including signing of a provisional agreement for sale and purchase or an agreement for sale and purchase to acquire a residential property in Hong Kong), the Tenant must serve on the owner a two (2) months’ notice to terminate the tenancy agreement within 14 days. (Please note that if the Tenant terminates the tenancy agreement due to this term under the tenancy agreement, he/she shall

not be required to make any compensation to the owner.)

- 5.4 The kitchen and bathroom(s) in the Flat (if the Flat has 2 bathrooms, the bathroom in the ensuite shall be excluded) must be shared by the owner and the Tenant Household. If the Tenant Household has rented an ensuite with a bathroom, the owner can retain the remaining bathroom(s) for his/her exclusive use without sharing with the Tenant Household.
- 5.5 When signing the tenancy agreement, the owner must confirm that the Flat is not subject to any building orders and that there are no unauthorized building works as at the date of the tenancy agreement.
- 5.6 The expiration date of the tenancy agreement shall not exceed the expiry date specified in the Waiver Letter issued by Lands Department and the owner's "Eligible-to-Let Certificate" (i.e. 30 September 2025).
- 5.7 If the "Eligible-to-Let Certificate" is revoked due to any breach of its terms or conditions by the owner during the tenancy period, or the Waiver Letter (in relation to the Flat) is revoked due to any breach of its terms and/or the terms and conditions stipulated by the government authority, the owner shall permit the Tenant Household to continue to rent the bedroom(s) until the tenancy expiry date or the tenancy termination date, as the case may be.
- 5.8 If the Tenant passes away during the tenancy period, the owner shall permit the Tenant's family member(s) who is/are listed in the tenancy agreement to reside in the bedroom on the same terms and conditions of the tenancy agreement until the tenancy expiry date or the tenancy termination date, as the case may be.
- 5.9 The stamp duty of the tenancy agreement shall be evenly shared by the owner and Tenant.
- 5.10 Upon receipt of a notice from HS notifying the owner of the allocation of a public rental housing flat to the Tenant or Tenant's spouse or the acquisition of a residential property in Hong Kong by the Tenant or Tenant's spouse, the owner shall serve on the Tenant a two (2) month's written to terminate the tenancy agreement.

6. Additional Notes

- 6.1 If the Flat is mortgaged or charged, HS advises that the Applicants shall enquire or apply for permission to their mortgagee/chargee banks or financial institutions about their letting of the bedroom(s) before signing a tenancy agreement (if necessary). HS hereby declares that it shall not be held responsible for any expenses or losses incurred by the Applicants due to the aforesaid matters.
- 6.2 The Applicants are responsible for paying the property tax (if any) for the relevant property.
- 6.3 In addition to the stamp duty, the owner and the Tenant Household may be required to pay individually, including but not limited to, the following fees as they go through the procedure for the tenancy arrangements:
 - Commission fee charged by estate agent(s) for the tenancy agency work (if the transaction was completed through estate agent(s)); and
 - Legal fee charged by lawyers for handling the tenancy arrangements (if lawyers were engaged in handling the tenancy agreement).

- 6.4 HS advises that the owner should buy suitable insurance for the Flat during the tenancy period.
- 6.5 In the event of any controversies or disputes between the owner and the Tenant Household regarding the tenancy (including but not limited to the terms and conditions of the tenancy agreement), it shall be handled by the owner and the Tenant Household on their own and HS shall not be responsible for such matter.
- 6.6 HS is entitled to state the initial selling price of the Flat when it was purchased from HS, the market value and the relevant discount rate of the Flat as at that day on the “Eligible-to-Let Certificate” issued by HS.
- 6.7 The public may check the latest status of the “Eligible-to-Let Certificate” and “Eligible-to-Rent Certificate” issued by HS at the designated website of the Scheme: lettingscheme.hkhs.com.

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 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.
- 7.2 Any person who induces or causes HS to approve the relevant eligibility or causes the owner and the Tenant Household 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 “Eligible-to-Let Certificate”. All application fees paid will not be refunded or transferred. HS has the final decision on whether the AF contains such false or inaccurate or misleading information.
- 7.4 HS will revoke the “Eligible-to-Let 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 “Eligible-to-Let Certificate” and hold the person liable for any loss resulting thereof.

8. Notes on Collection of Personal Data

- 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 and 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 other government departments, public/ private organisations/ companies or the independent consultant companies appointed by HS or HS’s existing records, and further agree for

any government departments, private/ public 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 "Eligible-to-Let 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 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 of the Hong Kong Housing Society Development & Marketing Division, 29/F, World Trade Centre, 280 Gloucester Road, Causeway Bay, Hong Kong. A fee may be charged for the request for access to personal data and/or to obtain copy of personal data.

9. Warning

Applicants should note that the fee payable to HS for application under the Scheme is mentioned in paragraph 2.5 of this AG. If you are approached by any person who offers 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 for the Scheme at: lettingscheme.hkhs.com; and
- 10.2 Call the enquiry hotline on 81080678 (9:00 a.m. to 12:30 p.m. and 1:30 p.m. to 5:00 p.m. for Monday to Friday, excluding Saturdays, Sundays and Public Holidays).

Points to Note:

1. This AG and the AF and its 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.
2. HS reserves the right to make amendments to this AG and/or any content in the AF without prior notice.