

**Hong Kong Housing Society T-Home**  
**“Letting Scheme for Subsidised Sale Developments with Premium Unpaid”**  
**“Eligible-to-Rent Certificate” Application Guide (For Tenant)**

<b>Aim of the scheme</b>	The Hong Kong Housing Society (hereinafter referred to as “HS”) has launched this pilot scheme aims to increase the supply of transitional housing, by assisting the owners of designated subsidised sale developments of HS with premium unpaid that are with 2 bedrooms or above (hereinafter referred to as “the Flat”) to let individual bedroom(s) in their flats with premium unpaid to eligible families and individuals (subject to relevant conditions).
<b>Applicable to the following HS designated subsidised sale developments:</b>	“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;  “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.
<b>Application Period:</b>	<b>29 October 2018 to 16 November 2018</b>
<b>Date of the announcement of Ballot Result:</b>	7 December 2018 in estimate (exact date to be announced later)
<b>Application fee:</b>	<b>HK\$200</b>  Application fee must be paid at the time of submission of the application. <b>The application fee, once paid, is non-refundable and non-transferrable regardless of the result of application.</b>  The application fee will be exempted if the Applicant has applied for “Transitional Rental Housing Scheme – Yue Kwong Chuen” and paid the application fee for that application.
<b>Enquiry Hotline:</b>	8108 0678
<b>Project Website:</b>	lettingscheme.hkhs.com

## 1. Eligibility Criteria

1.1 The “Eligible-to-Rent Certificate” of the HS T-Home “Letting Scheme for Subsidised Sale Developments with Premium Unpaid” (hereinafter referred to as “the Scheme”) is only applicable to the following categories of applicant only:

- (a) Category (1)  
Ordinary family (including single elderly household under Single Elderly Persons Priority Scheme) **holding a valid** Public Rental Housing (hereinafter referred to as “PRH”) application number of the Hong Kong Housing Authority (hereinafter referred to as “HA”) and that application has been registered for **3 years or more** (i.e. the date of registration is 17 November 2015 or before); or
- (b) Category (2)  
Non-elderly one-person household **holding a valid** PRH application number of HA under the Quota and Points System and that application has been registered for **6 years or more** (i.e. the date of registration is 17 November 2012 or before).

Please note that if the applicant and/or their family members as mentioned in (a) or (b) of the above are the tenants/ users/ licensees or their spouses of PRH or Monthly/ Occupation License of HS or HA, they are not eligible to apply under the Scheme. However, the licensees and permitted occupier (if any) of the HS T-Home “Transitional Rental Housing Scheme - Yue Kwong Chuen” can apply together under the Scheme.

- 1.2 Applicants must be at least 18 years old on the closing date of application (i.e. 16 November 2018) and be listed as applicants in the application for HA PRH as mentioned in Para.1.1.
- 1.3 The information of the applicant and all the persons (if any) listed in the application form (hereinafter referred to as “AF”) must be the same as that of the application for HA PRH.
- 1.4 The applicant and the person (if any) listed in the AF must comply with the existing policy and criteria for applying HA PRH (including but not limited to number of family members, income and asset). Anyone of them must not directly or indirectly own any residential property in Hong Kong<sup>(Note 1)</sup> or have not been allocated any PRH unit by the HA or HS at any time from the date of application for HA PRH to the issue of “Eligible-to-Rent Certificate” and the signing date of the tenancy agreement with an owner under the Scheme.
- 1.5 In case of any disputes regarding the eligibility criteria, the decision of HS shall be final and conclusive. HS reserves the right not to accept any application.
- 1.6 Note: If the applicant and/or any family member listed in the AF is/are authorized occupant(s) of PRH, or registered member(s) of any other subsidised housing projects/ schemes, they shall move out of the relevant flat and have their names deleted from the tenancy or register record within 2 months (applicable to HS Household)/ 60 days (applicable to HA Household) from the commencement date of the tenancy under the Scheme. Please note that applicants will not allowed to re-accede and listed back in the previous record of any PRH or other subsidised housing projects/ schemes because of the withdrawal from the Scheme.

## 2. Important Notes for Application and AF Submission

- 2.1 The introduction leaflet of the Scheme, the AF and application guide for Tenant Household (hereinafter referred to as “AG”)<sup>(Note 2)</sup> are obtainable during the office hours of the following locations or by downloading from the following website:
  - (a) Applications Section of HS (G/F, Dragon Centre, No.23 Wun Sha Street, Tai Hang, Hong Kong);
  - (b) Estate Management Offices of HS;
  - (c) HS Office in Tong King Building, 413 Castle Peak Road, Cheung Sha Wan, Kowloon;
  - (d) Home Affairs Enquiry Centres of the Home Affairs Department; and
  - (e) The designated website of the Scheme: [lettingscheme.hkhs.com](http://lettingscheme.hkhs.com).
- 2.2 Please read the AG carefully before completing the AF. Application should be submitted within the application period in one of the following manners:
  - (a) Submit online application and pay the application fee of HK\$200 online by browsing the designated website: [lettingscheme.hkhs.com](http://lettingscheme.hkhs.com). If the application has been successfully submitted online, applicants do not have to submit the application by post or by hand again, otherwise it would be considered as duplicated application and HS reserves the right to cancel all related applications. **The deadline of online application is 5:30p.m. on 16 November 2018** (Applicants must finish inserting the required information and duly pressed the “submit application” button before the deadline); or

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Note 1: The applicant and/or any family members listed in the application form will be deemed to own, directly or indirectly, residential properties in Hong Kong under any of the following circumstances:

- (i) owned or co-owned any residential property in Hong Kong or has/ have any interest in such kind of property; or
- (ii) entered into any agreement (including preliminary agreement) to purchase any residential property in Hong Kong; or
- (iii) owned more than 50% of the shares in a company which directly or through a subsidiary company owned a residential property; or
- (iv) been a beneficiary of any residential property (including land for domestic use) in Hong Kong; or
- (v) assigned any residential properties in Hong Kong or any interest in such properties (the date of assignment shall be the date of execution of the Deed of Assignment), or
- (vi) withdrawn from any company which owned any residential property in Hong Kong in which the applicant/ family member owned more than 50% of the shares.

Residential properties include any residential property, uncompleted private residential property, rooftop structures approved by the Buildings Authority, lands for residential use and small house grants approved by the Lands Department in Hong Kong.

Note 2: 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) (if any) who are set out in the tenancy agreement.

(b) Fill in the AF in block letters (and in Chinese if applicable) with a black ball pen. [Please sign against each amendment, if any. No correction materials (such as correction fluid or tape) for obliteration should be used.], and submit together with the application fee of HK\$200 (paid in form of crossed cheque or cashier order made payable to “HONG KONG HOUSING SOCIETY” and indicate at the back of the cheque/ cashier order the name and contact number of the applicant. Cash, post-dated cheque or electronic cheque will not be accepted. All applications with dishonoured cheques/ cashier orders or without cheque/ cashier order will be cancelled.)

- **By mail** to Hong Kong Housing Society, G.P.O. Box 13620. Please indicate [Application for “Letting Scheme for Subsidised Sale Developments with Premium Unpaid” – Tenant’s Application] on the cover of the envelope. The closing date for application is 16 November 2018, and the application date is based on the postmark. If the AF cannot be delivered to HS due to insufficient postage, the application will not be processed ; or
- **By dropping** in the collection box for AF at the Application Section of HS (address: G/F, Dragon Centre, No.23 Wun Sha Street, Tai Hang, Hong Kong). The service hours of the collection box are from 29 October 2018 to 16 November 2018, from 8:30a.m. to 5:30p.m. daily (except Saturdays, Sundays and Public Holidays). **The closing time for application of AF is 5:30p.m. on 16 November 2018.**

- 2.3 The application fee for the Scheme will be exempted if the applicant or his/her family member included in the AF has applied for “Transitional Rental Housing Scheme – Yue Kwong Chuen” and paid the HK\$200 application fee for that application. The applicant will only be required to submit the completed and signed application form for the Scheme or submit application online without paying application fee. If the applicant pays for both schemes, the application fees paid are non-refundable and non-transferable.
- 2.4 Each applicant / each family applicant can only submit one application and each person may only be listed in one application form under the Scheme (including online application). Should duplicate application be found, HS reserves the right to cancel all related application. No supporting documents are required to be submitted at the time of submitting the AF. Application fee paid are non-refundable and non-transferable.
- 2.5 Applications made not within the application period or not in the manner specified will not be accepted.
- 2.6 Applicants and their family members (if any) shall provide HS with supporting documents by the specified date upon receipt of HS’s written request later on. Late submission of supporting documents may delay the vetting process or cause the application to be cancelled. Please keep a copy of AG for reference. Applicants can also visit the designated website of the Scheme: [lettingscheme.hkhs.com](http://lettingscheme.hkhs.com) for relevant information.
- 2.7 If there is any change of family particulars <sup>(Note 3)</sup>, the applicant must notify HA and HS for rectification as soon as possible.

### 3. Procedures of Processing Application Forms and Ballot

- 3.1 For online application, after completing the application procedures and paying the application fee, an online application record with Application Number will be sent to the email address provided by the applicant. Applicants may print or save the online application record, HS will also post a confirmation of application to applicants afterward.
- 3.2 On receipt of the application by post or by hand, HS will issue a receipt to the applicant informing him/her of the Application Number assigned.
- 3.3 Application Number should be quoted in all future correspondence.
- 3.4 HS will assign “Expected Sequence” for each of the following application categories through computer ballot:
- (a) Category (1) : Ordinary family (including single elderly household under Single Elderly Persons Priority Scheme);
  - (b) Category (2): Non-elderly one-person household under the Quota and Points System.
- 3.5 The result of ballot is estimated to be announced on 7 December 2018 (exact date to be announced later) and placed in Applications Section of HS for the enquiry of applicants, applicants can also check their “Expected Sequence” on the designated website of HS T-Home “Letting Scheme for Subsidised Sale Developments with

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<sup>Note 3</sup>: Change of family particulars including but not limited to: (1) Applicant or family members with pregnancy for 16 weeks or more of which the unborn child will be counted as one family member, or (2) birth of children, or (3) marriage/emigration of family members, (4) the spouse of the Applicant and/or family members is allowed to reside in Hong Kong, or (5) death of Applicant or family members etc.

Premium Unpaid” Scheme: [lettingscheme.hkhs.com](http://lettingscheme.hkhs.com). All applicants (including online applicants) will receive individual written notifications about their “Expected Sequence”.

3.6 After computer ballot, “Expected Sequence” should be quoted in all future correspondence.

#### **4. Vetting Process**

- 4.1 Upon vetting of application, HS will cross check with HA on the information provided by the applicant to confirm whether they are the same as that of the application for HA PRH. In case of inconsistencies, HS reserves the right to cancel the application. Application fees, once paid, are non-refundable and non-transferable. If there is any change of family particulars <sup>(Note 3)</sup>, the applicant must notify HA and HS for rectification as soon as possible.
- 4.2 HS will issue letter(s) and invite applicants and all family members (if any) listed in the AF who are aged 18 or above to provide relevant income and asset information and complete the vetting procedure in person at Applications Section of HS according to the application category and the “Expected Sequence” assigned by computer ballot. It is scheduled that on each vetting day, 50% of the invited applicants would be under the category of the ordinary family (including single elderly household under Single Elderly Persons Priority Scheme) while the remaining 50% belongs to non-elderly one-person PRH applicant under the Quota and Points System. However, the final vetting arrangements would be subject to the actual circumstances.
- 4.3 All duly vetted applicants and all family members (if any) listed in the AF who are aged 18 or above shall make statutory declarations according to laws of Hong Kong declaring that all the information and documentation provided in support of the application are true, correct and accurate, and that he/ she/ they is/are still fulfilling the eligibility criteria for application for HA PRH (including but not limited to income and asset) and does/ do not own any residential property in Hong Kong<sup>(Note 1)</sup>. After the completion of statutory declarations, HS will arrange with the applicant to collect the “Eligible-to-Rent Certificate”.
- 4.4 If the applicant needs to change the date/ time scheduled for procedures of vetting, declaration and collection of “Eligible-to-Rent Certificate”, prior written application must be made to the Applications Section of HS, and such change would only be confirmed after approval by HS. If the applicant does not attend the procedure of declaration and collection of “Eligible-to-Rent Certificate” at the scheduled or rescheduled time without prior notification to HS and approval from HS, HS will consider the applicant not intending to continue his/her application under the Scheme and cancel his/her application. HS reserves the right to reject any application to change date/time, without giving explanation.

#### **5. The Key Terms and Conditions for the Issuance of “Eligible-to-Rent Certificate” and Tenancy Arrangements**

- 5.1 A Tenant who holds an “Eligible-to-Rent Certificate” issued by HS and an owner who holds an “Eligible-to-Let 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).
- 5.2 A Tenant can only sign a tenancy agreement with the owner of the “Eligible-to-Let Certificate” issued by HS, and the relevant “Eligible-to-Rent Certificate” and “Eligible-to-Let Certificate” must remain valid as at the date of signing of the tenancy agreement (or of the tenancy renewal) and throughout the tenancy period.
- 5.3 HS has prepared a prescribed tenancy agreement <sup>(Note 4)</sup> for the Scheme. Owners and Tenants must use the prescribed tenancy agreement prepared by HS.
- 5.4 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 6 below.
- 5.5 The Tenant shall not rent the entire Flat from the owner. 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 rented by the

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Note 4: The prescribed tenancy agreement can be downloaded from the designated website of HS T-Home “Letting Scheme for Subsidised Sale Developments with Premium Unpaid” at: [lettingscheme.hkhs.com](http://lettingscheme.hkhs.com). The prescribed tenancy agreement is subject to revisions and the latest revision shall prevail without prior notification.

Tenant; if the Flat has 3 bedrooms, a maximum of 2 bedrooms can be rented by the same Tenant (one-person Tenant Household is only allowed to rent one bedroom). For each rentable bedroom, the whole bedroom must be rented by the Tenant.

- 5.6 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 to 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.
- 5.7 If the “Eligible-to-Rent Certificate” is revoked due to any breach of its terms or conditions by the Tenant during the tenancy period, the tenancy will be terminated and the tenant must deliver possession of the bedroom to the owner in accordance with the terms of the Tenancy Agreement.
- 5.8 The validity period of an “Eligible-to-Rent Certificate” issued by HS should be two years from the issue date. Once the tenant holding a valid “Eligible-to-Rent Certificate” has signed tenancy with an eligible owner, the expiry date of his/her “Eligible-to-Rent Certificate” will be automatically extended to the expiry date of the tenancy.
- 5.9 If the Tenant Household intends to renew the tenancy agreement or rent the bedroom of another eligible owner under the Scheme, the Tenant Household must notify HS to apply for a new “Eligible-to-Rent Certificate” at least 3 months before the expiration date of the existing tenancy agreement. HS will vet the renewal application of Tenant Household according to the then prevailing eligibility criteria of the Scheme and PRH. No application fee will be charged for such application.
- 5.10 If the Tenant renews the tenancy agreement with the same owner upon the expiration of the tenancy period, the parties shall still adopt the prescribed tenancy agreement prepared by HS to renew the tenancy.
- 5.11 After the signing of a tenancy agreement or renewal of a tenancy agreement, the Tenant 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.
- 5.12 The Tenant agrees that HS may provide the information stated on the “Eligible-to-Rent Certificate” and the tenancy agreement (excluding personal data) to the public for reference, such as the following information:

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

- 5.13 The applicants for “Eligible-to-Rent Certificate” must be the Tenants signing the Tenancy Agreement and live in the rented bedroom for the tenancy term.
- 5.14 Upon receipt of an appointment notice issued by HS, the Tenant Household shall allow HS or its representatives to enter the bedroom 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.
- 5.15 If during the tenancy period, the Tenant and/ or his/her spouse confirms acceptance of a PRH allocated by HA 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 notify HS by written notice and also 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.)
- 5.16 HS reserves the right to (i) notify the Owner and the government authority about the Tenant and/or the Tenant's spouse’s allocation of a PRH or the acquisition of a residential property in Hong Kong, (ii) request the Owner to serve on the Tenant a two (2) months’ notice to terminate the tenancy agreement in accordance with the terms of the Tenancy Agreement, and (iii) revoke the “Eligible-to-Rent Certificate”.
- 5.17 If the applicant and/or family member listed in the AF is in breach of any of the terms or conditions under the “Eligible-to-Rent Certificate”, HS is entitled to revoke the “Eligible-to-Rent Certificate” and/or pursue any claim for loss arising out of the breach of the “Eligible-to-Rent Certificate”. HS is also entitled to notify the

relevant owners and the government authority about the revocation of the “Eligible-to-Rent Certificate”.

- 5.18 If the Lands Department revokes or terminates the Waiver Letter of the 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 of Tenant Household arising out of such revocation (if any). The Tenant Household cannot claim any compensation against the Government for the revocation of the Waiver Letter under any circumstances.
- 5.19 Applicants and their family members who exercise and use an “Eligible-to-Rent Certificate” (if applicable) are bound by the terms and conditions listed on the “Eligible-to-Rent Certificate”.
- 5.20 The Tenant shall not assign or sell his/her interest in the “Eligible-to-Rent Certificate” to a third party (including his / her family members).
- 5.21 HS reserves the right to revise any terms and conditions in the “Eligible-to Rent Certificate” without prior notice. All holders of the “Eligible-to Rent Certificate” are required to undertake to be bound by all terms and conditions as stipulated from time to time.
- 5.22 HS reserves the right to revise the prescribed tenancy agreement without prior notice.
- 5.23 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 Household, 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 Household 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 Household.

## **6. Key Terms and Conditions of the Prescribed Tenancy Agreement**

- 6.1 As at the date of signing the tenancy agreement and throughout the tenancy period, the Tenant must hold a valid “Eligible-to-Rent Certificate” issued by HS and the owner must hold a valid “Eligible-to-Let Certificate” issued by HS.
- 6.2 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.
- 6.3 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 PRH allocated by HA 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.)
- 6.4 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.
- 6.5 The expiration date of the tenancy agreement shall not exceed the expiry date stipulated in the Waiver Letter issued by Lands Department and the owner's “Eligible-to-Let Certificate” (i.e. 30 September 2025).
- 6.6 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/ or 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.
- 6.7 If the “Eligible-to-Rent Certificate” is revoked due to any breach of its terms and conditions by the Tenant during the tenancy period, the tenancy will be terminated and the tenant must deliver possession of the bedroom

to the owner in accordance with the terms of the Tenancy Agreement.

- 6.8 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.
- 6.9 The stamp duty of the tenancy agreement shall be evenly shared by the owner and Tenant.
- 6.10 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.

## **7. Additional Notes**

- 7.1 In addition to the stamp duty, the Tenant Household and the owner 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).
- 7.2 HS advises that the Tenant Household to have an on-site inspection before the signing of the tenancy agreement and should buy suitable insurance for the bedroom during the tenancy period.
- 7.3 In the event of any controversies or disputes between the Tenant Household and owner regarding the tenancy (including but not limited to the terms and conditions of the tenancy agreement), it shall be handled by the Tenant Household and the owner on their own and HS shall not be responsible for such matter.
- 7.4 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](http://lettingscheme.hkhs.com).
- 7.5 Tenant Household's HA PRH applications will not be affected or advanced by their participation in the Scheme. If the applicant still meets the relevant eligibility, HA will continue to handle his/her PRH application according to the current PRH application policy and procedure.
- 7.6 After the issue of "Eligible-to-Rent Certificate", applicants are responsible to notify HA and HS if there is any change of family particulars (including but not limited to number of family members, income and asset).

## **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 the relevant documents provided by the applicant and his/her family members will be cancelled. Any eligibility of such application previously established on the basis of the false or inaccurate or misleading information will be revoked and all application fees paid will not be refunded or transferred. HS has the final decision on whether the AF and the relevant documents provided by the applicant and his/her family members contain such false or inaccurate or misleading information.
- 8.2 Any person who induces or causes HS to approve the relevant eligibility or causes the owner and the Tenant 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 the relevant documents provided by the applicant and his/her family members) shall be guilty of an offence, and he/she may have committed a crime under, including but not limited to, fraud as stipulated in Section 16A of the Theft Ordinance (Cap. 210). Upon conviction, he/she may be sentenced to imprisonment.
- 8.3 If the Applicant provides or makes any information or statement or representation that is false or inaccurate or misleading in the application, HS will not issue the "Eligible-to-Rent 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.
- 8.4 HS will revoke the "Eligible-to-Rent 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-Rent Certificate" and hold the person liable for any loss resulting thereof.

## 9. Notes on Collection of Personal Data

- 9.1 The personal data collected in the AF are used for processing the applications under the Scheme and its related matters. HS may also use the information for statistical surveys and researches, and may for such purpose contact the applicants. All personal data in the AF, including the declaration by the applicants and/or their family members authorising the collection and comparison/checking/transfer of their personal data, are provided by the applicants and/or their family members on voluntary basis. However, if insufficient information is provided, HS may not be able to process the relevant applications and the application fee paid will not be refunded or transferred.
- 9.2 When assessing the eligibility of the applicants and/or their family members, HS has the right to compare and match the personal data provided in the AF with the relevant personal data collected for other purposes (manually or otherwise) in order to ascertain whether such information is false or inaccurate or misleading, and may take appropriate action against the person(s) concerned on the basis of the result of the data comparison and matching. The applicants and/or their family members shall also authorise HS to verify and match the relevant information with other government departments, public/ private organisations/ companies, relevant employers or the independent consultant companies appointed by HS or HS's existing records, and further agree for any government departments, private/ public organisations/ companies, relevant employers or the independent consultant companies appointed by HS to provide HS with the applicants' and/or their family members' personal data in their possession for the purpose of comparing or matching the information in the AF. The information provided may also be used by HS for conducting statistical surveys and researches. The applicants and/or their family members should also agree that HS may pass the AF and the personal data on the "Eligible-to-Rent Certificate" to be issued in respect of the applications to HS's data processing service contractor for data processing in connection with their applications, and that the information provided will be passed to HS T-Home "Letting Scheme for Subsidised Sale Developments with Premium Unpaid" Hotline for answering their enquiries.
- 9.3 When HS is reviewing the applications of the Scheme or conducting review of the eligibility, HS may match the personal data provided by the applicants and their family members in the AF against its existing records, or may disclose or verify such information to or with other government departments, public/ private organisations/ companies, relevant employers or the independent consultant companies appointed by HS for the purposes stated above.
- 9.4 Personal data provided in the AF are for the purpose of application under the Scheme. Pursuant to the Personal Data (Privacy) Ordinance (Cap. 486), the 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 Assistant General Manager, Applications Section of Hong Kong Housing Society at G/F, Dragon Centre, No.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 copy of personal data.

## 10. Warning

Applicants should note that fee payable to HS for application under the Scheme is mentioned on P.1 to P.3 of this AG. If you are approached by any person who offers to provide assistance in return for remuneration, they should report to the Independent Commission Against Corruption (ICAC) without delay. Attempted bribery is also an offence in law. HS will refer the case to the ICAC for investigation and is entitled to cancel the application irrespective of whether such person has been prosecuted or convicted of the relevant offence.

## 11. Contact Us

- 11.1 Browse the designated website for the Scheme at: [lettingscheme.hkhs.com](http://lettingscheme.hkhs.com);
- 11.2 Call the enquiry hotline on 81080678 (9:00a.m. to 12:30p.m. and 1:30p.m. to 5:00p.m. for Monday to Friday, excluding Saturdays, Sundays and Public Holidays); and
- 11.3 Write to Applications Section of HS (address: G/F, Dragon Centre, No.23 Wun Sha Street, Tai Hang, Hong Kong).

### 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.