

## **Section C**

### **Chapter 1: Rights and Responsibilities of Hong Kong Housing Authority (HA)'s Client Groups**

To increase efficiency, the Hong Kong Housing Authority (HA) has not only laid down service standards, but also spelt out the rights and responsibilities of our client groups to achieve the goal of "Clear Rights and Obligations for Mutual Benefits".

#### **Public Rental Housing (PRH) Applicants**

1. Applicants have the Rights:

- to obtain full information on the application procedures, eligibility criteria, prevailing allocation standards and rental levels;
- to know the progress of their application and the average waiting time of those recently rehoused;
- to be given a maximum of three offers (one option in each offer) of PRH in their choice of district when their turn comes.

2. Applicants have the Responsibilities:

- to observe and comply with the PRH application/ allocation policies and arrangements set out by the HA;
- to provide full and accurate information about themselves and their family members, substantiated by documentary proofs and inform the HA of any subsequent changes as soon as they arise;
- to provide timely replies to the HA's letters;
- to ensure that the statements made upon application are true and correct;
- to attend detailed vetting interviews and appointments for other formalities as required punctually;
- to complete intake formalities at the estate office according to the appointed time;
- to provide acceptable reason for refusing all the three housing offers, otherwise the application will be cancelled.

## **Public Rental Housing Tenants (Tenancy Matters)**

1. In addition to those contained in the Tenancy Agreement, Public Rental Housing Tenants have the rights:
  - to give their views directly to the HA to help improve the management of their estate;
  - to appeal to the independent Appeal Panel not later than 15 days after the date on which the notice to quit has been given if their tenancy is terminated by the HA;
  - to apply for HA's Rent Assistance Scheme, provided the household meets the eligibility criteria and is not a recipient of the Social Welfare Department's Comprehensive Social Security Assistance with rent allowance;
  - to apply for the Emergency Alarm System (commonly known as "pendant alarm") Grant if all members in their household are aged 60 or above and are not recipients of the Social Welfare Department's Comprehensive Social Security Assistance, subject to meeting other relevant criteria;
  - to apply for overcrowding relief through transfer subject to meeting relevant criteria;
  - to purchase a Home Ownership Scheme (HOS) flat or apply for the HOS Secondary Market Scheme, provided relevant criteria are met;
  - to purchase the flat where they are now living in if the estate is under the Tenants Purchase Scheme.
2. Apart from observing the obligations in the Tenancy Agreement, Public Rental Housing Tenants have the responsibilities:
  - to abide by the Tenancy Agreement and observe the policies adopted by the HA, failing which they may be liable to termination of tenancy;
  - to surrender the flat to the HA immediately if they no longer live in it, and if the number of members in their household has fallen below the minimum number set for their existing flat, to move to another suitable flat;
  - to keep the environment clean, take good care of the public facilities, avoid causing nuisances or noise, ensure the proper disposal of rubbish and not to cause obstruction to the fire escapes;
  - to inform the authorities concerned and the Estate Office immediately in case of emergency;

- to provide accurate information concerning income, assets, and details about household members as required by the HA;
- to tender notice to quit to the HA upon acquisition of another form of subsidised housing administered by the HA or the Housing Society (including purchase of a flat under any subsidised home ownership schemes or transfer to another public housing flat), and to surrender their rental flat to the HA within a specified time.

## **Public Rental Housing Tenants (Maintenance Matters)**

### **1. Public Rental Housing Tenants have the Rights:**

- to require the HA or the relevant management agency to carry out repairs to the building structure, building services installations, fixtures and common areas for which the HA is responsible;
- to be informed in advance of the HA's planned maintenance works and their schedule of implementation;
- to be informed of the progress of the relevant works and be given an explanation for any delay.

### **2. Public Rental Housing Tenants have the Responsibilities:**

- to avoid causing damage to any public facilities, such as refuse storage and material recovery rooms, fire rated doors and fire break glass units (The HA has the right to take appropriate actions against the tenants responsible for any such damage, ranging from taking enforcement action under the prevailing Marking Scheme and having them pay for the repairs to instituting prosecutions);
- to properly use the Landlord's fixtures and fittings in their flats, use the building services installations and other facilities in the estate correctly; not to abuse public facilities such as fire hose reels etc.;
- to make an application to the Estate Office before installing any building services such as air-conditioners or altering any fixtures such as electrical circuits, metal gatesets, non-structural internal walls, windows, window grilles, pipes and w.c. pan. Upon approval, to employ qualified contractor or qualified worker to carry out the works according to the prescribed HA specifications and relevant Hong Kong Ordinance and Regulations with their completion duly certified. Tenants shall keep the installations in good repair afterwards;

- to reinstate unauthorised alterations at their own cost, and to pay for the remedy of any damage or loss arising from any such unauthorised alteration works (if applicable);
- to allow the HA's staff or agents to enter the flat to carry out inspection and repair, maintenance or enhancement works when necessary;
- to be mindful of the safe use and day-to-day maintenance of the household electrical/ gas appliances and to employ qualified personnel for their regular inspection.

### **Home Ownership Scheme (HOS)/ Green Form Subsidised Home Ownership Scheme (GSH) Flat Owners**

#### **1. The Owners have the Rights:**

- to exercise the rights conferred on the owners by the Deed of Mutual Covenant;
- to use the communal facilities in their estate;
- to monitor the performance of the management agent and the service contractors in their respective areas of responsibility;
- to request the HA to make good construction defects found within the Defects Liability Period as stipulated in the sales brochure;

#### **Alienation Restrictions of HOS Flats**

- for HOS courts which were launched for sale from 1982 to 2006, since the alienation restrictions period from the date of the first Deed of Assignment (the first assignment) has expired, an owner may sell, let or otherwise alienate the flat in the open market subject to payment of premium to the HA; or the owner may sell the flat in the HOS Secondary Market to eligible persons without payment of premium to the HA;
- for HOS courts which were launched for sale from 2007, the HA will not accept any buyback offers. An owner may at any time choose to pay premium to the HA so that he can sell, let or otherwise alienate the flat in the open market. However, if the flat is within the five-year alienation restrictions period from the date of the first assignment, the owner may only enter into the agreement for sale and purchase (including provisional agreement) after the premium application is accepted by the HA (i.e. the offer to assign the flat to the HA is declined by the HA); or he may sell the flat in the HOS Secondary Market from the third year onwards from the date of the first assignment to eligible persons without payment of premium to the HA;

- for HOS courts which were launched for sale in 2018, within the first two years from the date of the first assignment, the owner has to offer to sell the flat to the HA. Under existing policy, the HA will not buy back the flat but will nominate a buyer. The flat is to be assigned to a nominee of the HA at the original purchase price. From the third to the fifth year from the date of the first assignment, the owner may either offer to sell the flat to the HA or sell the flat in the HOS Secondary Market to a person nominated by the HA without payment of premium at his own negotiated price. If the owner offers to sell the flat to the HA, under existing policy, the HA will not buy back the flat but will nominate a buyer. The flat is to be assigned to a nominee of the HA at the price assessed by the Director of Housing. After five years from the date of the first assignment, the owner may sell the flat in the HOS Secondary Market to a person nominated by the HA without payment of premium at his own negotiated price or he may sell, let or otherwise alienate the flat in the open market after payment of premium;
- for HOS courts which are launched for sale in 2019 and 2020, within the first two years from the date of the first assignment, the owner has to sell the flat in the HOS Secondary Market to a person nominated by the HA without payment of premium at a price not more than the original purchase price. From the third to the tenth year from the date of the first assignment, the owner has to sell the flat in the HOS Secondary Market to a person nominated by the HA without payment of premium at his own negotiated price. After ten years from the date of the first assignment, the owner may sell the flat in the HOS Secondary Market to a person nominated by the HA without payment of premium at his own negotiated price or sell, let or otherwise alienate the flat in the open market after payment of premium;
- for HOS courts which are launched for sale from 2022, within the first five years from the date of the first assignment, the owner has to sell the flat in the HOS Secondary Market to a person nominated by the HA without payment of premium at a price not more than the original purchase price. Between the sixth to the fifteenth year from the date of the first assignment, the owner has to sell the flat in the HOS Secondary Market to a person nominated by the HA without payment of premium at his own negotiated price. After fifteen years from the date of the assignment, the owner may sell the flat in the HOS Secondary Market to a person nominated by the HA without payment of premium at his own negotiated price or sell, let or otherwise alienate the flat in the open market after payment of premium.

### **Alienation Restrictions of GSH Flats**

- for GSH court which was launched for sale in 2016, since the five-year alienation restrictions period from the date of the first Deed of Assignment (the first assignment) has expired, an owner may sell the flat in the HOS Secondary Market to a Green Form buyer nominated by the HA without payment of premium at his own negotiated price or sell the flat in the open market after payment of premium.
- for GSH court which was launched for sale in 2018, within the first two years from the date of the first assignment, the owner has to offer to sell the flat to the HA. The HA will not buy back the flat but will nominate a buyer. The flat is to be assigned to a Green Form buyer nominated by the HA at the original purchase price. Between the third to the fifth year from the date of the first assignment, the owner may either offer to sell the flat to the HA or sell the flat in the HOS Secondary Market to a Green Form buyer to be nominated by the HA without payment of premium at his own negotiated price. If the owner offers to sell the flat to the HA, the HA will not buy back the flat but will nominate a Green Form buyer. The flat is to be assigned to the Green Form buyer nominated by the HA at the price assessed by the Director of Housing. After five years from the date of the first assignment, the owner may sell the flat in the HOS Secondary Market to a Green Form buyer nominated by the HA without payment of premium at his own negotiated price or sell the flat in the open market after payment of premium;
- for GSH courts which are launched for sale from 2019 to 2021, within the first two years from the date of the first assignment, the owner has to sell the flat in the HOS Secondary Market to a Green Form buyer nominated by the HA without payment of premium at a price not more than the original purchase price. Between the third to the tenth year from the date of the first assignment, the owner has to sell the flat in the HOS Secondary Market to a Green Form buyer nominated by the HA without payment of premium at his own negotiated price. After ten years from the date of the first assignment, the owner may sell the flat in the HOS Secondary Market to a Green Form buyer nominated by the HA without payment of premium at his own negotiated price or sell the flat in the open market after payment of premium;
- for GSH courts which are launched for sale from 2022, within the first five years from the date of the first assignment, the owner has to sell the flat in the HOS Secondary Market to a Green Form buyer nominated by the HA without payment of premium at a price not more than the original purchase price. Between the sixth to the fifteenth year from the date of the first assignment, the owner has to sell the flat in the HOS Secondary Market to a Green Form buyer nominated by the HA without payment of premium at his own negotiated price. After fifteen years from the date of the assignment, the owner may sell the flat in the HOS Secondary Market to a Green Form buyer nominated by the HA without payment of premium at his own negotiated price or sell the flat in the open market after payment of premium.

2. The Owners have the Responsibilities:

- to observe the terms and conditions of the Sale and Purchase Agreement, use the flat solely for residential purposes bearing in mind that letting or using the flat for commercial purposes is prohibited, live in the flat with family members included in the application, and immediately inform the District Tenancy Management Office in writing if there is any change of ownership;
- to observe the provisions governing resale in the Housing Ordinance;
- to comply with the Deed of Mutual Covenant, namely:
  - not to keep dogs and pets, erect any unauthorised structures, make any structural alterations or any alterations affecting the external appearance of the building and not to obstruct the common area;
  - to pay management and other fees on time;
  - to keep the flats in good repair so as not to cause nuisance to other residents, and to allow workers to enter their flats to carry out any necessary maintenance and repair duties;
  - to make arrangement with other owners to appoint an Owners' Committee to advise on estate management matters or appoint a Management Committee for the purpose of forming an Owners' Corporation (OC) to manage the estate within one year after the issue of the Certificate of Completion or nine months of the execution of Deed of Mutual Covenant (not applicable to PSPS estates).

**Tenants Purchase Scheme (TPS) Flat Owners**

1. The Owners have the Rights:

- to exercise the rights conferred on the owners as an owner by the Deed of Mutual Covenant;
- to use the communal facilities in the estate;
- to monitor the performance of the property management agent and the service contractors in their respective areas of responsibility;
- to request the HA to carry out structural repairs during the 7-year Structural Safety Guarantee (SSG). The 7-year SSG provided for all TPS estates have already expired;
- to sell, let or assign the flat in the open market after a lapse of two years from the date of first assignment subject to payment to the HA a premium which is calculated in accordance with the formula as stipulated in the Schedule to the Housing Ordinance;

- to sell the flat, after a lapse of two years from the date of first assignment to an eligible purchaser in the HOS Secondary Market without payment of a premium to the HA.

2. The Owners have the Responsibilities:

- to observe the terms and conditions of the conveyance and use the flat solely for residential purposes, i.e., to live in the flat with the authorised occupants and never use it for commercial or letting purposes, and to inform the District Tenancy Management Office in writing of any change of ownership as soon as it occurs;
- to observe the provisions of the Housing Ordinance governing resale;
- to comply with the provisions of the Deed of Mutual Covenant, including:
  - not to keep dogs and pets without permission; not to erect any unauthorised structures, make any structural alterations or modifications or do anything which affects the external appearance of the building, and not to obstruct the common area;
  - to pay management and other fees on time;
  - to keep the flat in good repair so as not to cause nuisance to other residents, and to allow workers to enter the flat to carry out any necessary maintenance and repair duties.

### **Contact Information**

HA Hotline : 2712 2712 (24-hour service)  
Faxline : 2624 5685  
Email : [hkha@housingauthority.gov.hk](mailto:hkha@housingauthority.gov.hk)

### **Commercial Premises Tenderers**

1. The Tenderers have the Rights:

- to obtain information on the tendering procedures, eligibility criteria and details of the premises under offer;
- to know the terms and conditions of the tender;
- to know the HA's progress in handling their tender and be notified of the result;
- to participate in restricted tenders and to ask for detailed information on this from HA's Redevelopment Sub-section if they are commercial tenants affected by redevelopment.



2. The Tenderers have the Responsibilities:

- to submit the completed tender documents together with the deposit (cheque or cashier order) before the close of invitation;
- to provide full and accurate information about themselves and their partner(s)/ limited company, substantiated by documentary proofs upon HA's request, and ensure that the declarations made are true and accurate;
- to attend the pre-letting interview on a specified date and complete the signing-up formalities.

3. Services provided by the Hong Kong Housing Authority:

- Tender Forms and documents can be obtained from:
  - HA/HD Web Site at <http://www.housingauthority.gov.hk>
  - the designated Shopping Centre Management Offices/ Estate Offices;
  - the enquiry counters of the Commercial Properties Management Unit of the Estate Management Division located at: Wing A, Level 3, The Hong Kong Housing Authority Customer Service Centre, 3 Wang Tau Hom South Road Kowloon, Hong Kong
- The HA has set up enquiry counters at the Commercial Properties Management Unit to provide assistance to tenderers. A tender box is placed at the Commercial Properties Management Unit for collection of completed tender documents during the tender invitation period.
- Upon the close of tender invitation, the HA will check and sort out the tenders received. The HA will inform the tenderers in writing of the tender result. If the tenderers are successful, they will be invited to complete signing up formalities. If the tenderers are unsuccessful, they will be refunded the tender deposit paid.
- Information can be obtained through HA's Tender Information Hotline 2607 8866 and free facsimile at 2712 2712. Applicants may also contact our Commercial Properties Management Unit at 2711 5138 direct during office hours.

**Contact Information**

Commercial Properties Management Unit

Telephone : 2711 5138

Tender Information Hotline : 2607 8866

HA Hotline : 2712 2712 for enquiries or for receiving information through fax

Email : [hkha@housingauthority.gov.hk](mailto:hkha@housingauthority.gov.hk)

## **Commercial Premises/ Non-domestic Premises Tenants**

### **1. The Tenants have the Rights:**

- to use the premises in accordance with the terms of the tenancy agreement;
- to obtain information on fitting-out requirements.

### **2. The Tenants have the Responsibilities:**

- to observe strictly the terms of the tenancy agreement, including the payment of rent on time, application for fitting-out works and engaging in business of the specified trade within the designated area, etc;
- to comply with licensing requirements of relevant authorities and provide the HA with copy/ copies of the licence(s);
- submission to the Independent Checking Unit for Alteration and Addition Works if required;
- not to create any nuisance such as pollution, noise, obstruction, etc.

### **3. Services provided by the Hong Kong Housing Authority:**

- The HA monitors and administers all commercial lettings of the HA;
- A guideline has been developed to help the prospective tenants to identify what types of fitting-out works would require submission to Independent Checking Unit and licensing authority. Respective Shopping Centre Manager would provide the guideline to the prospective tenants before they submit their applications;
- For complicated submission, a case conference can be arranged with the tenant to collate input from the different disciplines simultaneously.

## **Contact Information**

Commercial Properties Management Unit/ Non-domestic (HQ) Management Unit  
Telephone : 2711 5138  
HA Hotline : 2712 2712 for enquiries  
Email : [hkha@housingauthority.gov.hk](mailto:hkha@housingauthority.gov.hk)