

**A SUMMARY GUIDE**  
**ON**  
**THE LANDLORD & TENANT (CONSOLIDATION) ORDINANCE**

**GENERAL**

The Landlord and Tenant (Consolidation) Ordinance (“the Ordinance”) comprises 7 parts and deals with matters relating to the rights and obligations of landlords and tenants.

This summary guide explains the main aspects of Part IV which covers domestic tenancies, and Part V which covers mostly non-domestic tenancies. It also briefly describes the court procedures under Parts III and VI which deal with distress for rent and small tenements recovery respectively. The other parts of the Ordinance not covered are the expired Parts I and II which previously covered pre-war and certain post-war domestic tenancies, and Part VII which covers miscellaneous matters.

The purpose of this guide is to provide general information on the Ordinance for the reference of the public. It is not to be taken as an authoritative interpretation of the law. Landlords and tenants who require detailed advice regarding their cases should consult a lawyer.

**PART III**

Part III prescribes a District Court procedure for distress for rent applicable to both domestic and non-domestic tenancies. If a tenant owes rent, the landlord may apply to the District Court for a distress warrant to impound the tenant’s properties in the premises for auction, and use the proceeds from the sale to settle the arrears in rent.

Part III also provides a fast track procedure for the landlord to apply for possession of premises which have been deserted by a tenant owing not less than 2 months’ rent. This possession procedure is applicable to premises with a rateable value not exceeding \$100,000. Application for certificate of rateable value (Form TR25) may be made to the Commissioner of Rating and Valuation (“the Commissioner”) at a fee of \$190 for the purpose of this procedure.

## **PART IV**

### **APPLICATION AND EXCEPTIONS**

Part IV applies to private **domestic** tenancies and sub-tenancies. It does not control rent increases nor afford security of tenure to tenants but provides certain essential guidelines to regulate the tenancies.

Part IV **does not** apply to non-domestic tenancies. Nor does it apply to certain domestic tenancies and sub-tenancies created in writing for a fixed term of 5 years or more which contain no provision for early termination by the landlord and for the payment of a premium or increase in rent during the term.

### **TERMINATION AND RENEWAL OF DOMESTIC TENANCIES**

Landlords and tenants may freely negotiate and enter into agreement for fresh letting or renewal of tenancies. The Landlord and Tenant (Consolidation) (Amendment) Ordinance 2004 has **removed** the former security of tenure regime which provided a domestic tenant with a statutory right to renew his tenancy at prevailing market rent. Following the commencement of the Amendment Ordinance with effect from 9 July 2004, domestic tenancies should be terminated in the following ways:

(a) **Domestic tenancies created on or after 9 July 2004**

These tenancies may be terminated in accordance with the terms of the tenancy or as agreed between the parties. In the absence of a contractual notice requirement or mutual agreement, a fixed term tenancy will end upon expiry of the term and a periodic tenancy may be terminated by a notice to quit at the length of a full notice period in accordance with the common law.

(b) **Domestic tenancies in existence before 9 July 2004**

(i) **Where the former Part IV tenancy renewal procedure has been started**

Where the concerned procedure has been started before 9 July 2004 by the service of valid notices such as Form CR101 or 103, the former tenancy renewal mechanism will continue to apply. The tenant may eventually apply to the Lands Tribunal to renew his tenancy for the last time.

The repealed procedure under Part IV is explained in the previous edition of

this summary guide. Anyone who wishes to refer to the information or use the previous forms may ask for a copy at the District Offices or the Rating and Valuation Department which is located at 303 Cheung Sha Wan Road, Cheung Sha Wan Government Offices, Kowloon.

**(ii) Where the former Part IV tenancy renewal procedure has not been started**

The former procedure can no longer be used if it has not been started before 9 July 2004. The concerned tenancies **may only be terminated by a Transitional Termination Notice (TTN)** to be served by the landlord on the tenant not less than 12 months, or by the tenant on the landlord not less than 1 month, before the intended termination date.

The TTN may be served anytime on and after 9 July 2004 provided it is not earlier than the last day of the term for fixed term tenancies, or the last day of the period current at 9 July 2004 for periodic tenancies.

Until terminated by a TTN, a tenancy will continue on its existing rent and terms notwithstanding expiry of the original duration of the tenancy.

The TTN requirement also applies to sub-tenancies. A principal tenant who wants to terminate a sub-tenancy which is in existence before 9 July 2004 will also have to serve a TTN.

A landlord who wants to serve a TTN to also terminate any sub-tenancies created under the principal tenancy should serve the TTN on his tenant in both Chinese and English and post it on 3 successive days upon the main door or entrance of the premises affected.

A TTN will not be required if on or after 9 July 2004, the tenancy is assigned to a new tenant, or there is a change of the terms of the tenancy, or there is an agreement by the landlord and tenant concerning the period of notice of termination.

Sample TTNs for the reference of landlords and tenants are in Annexes A and B. A summary chart illustrating the different cases of renewal or termination of domestic tenancies is in Annex C.

### **RECOVERING POSSESSION**

Should a tenant refuse to vacate the premises after a tenancy agreement between the parties has come to an end, a landlord should apply for an order for possession from the Lands Tribunal or other Courts before the tenant can be made to leave. It is a criminal offence for

anyone to harass and evict a tenant by illegal acts. Sub-tenants are similarly protected.

### **Self occupation**

For a domestic tenancy in existence before 9 July 2004 whose original duration has already expired, the landlord may apply to the Lands Tribunal for possession of the premises on the ground that they are reasonably required for self-occupation regardless of whether a TTN has been served. Once granted, the order will override any TTN the landlord may have served. The order may not be granted if the tenant satisfies the Tribunal that it is unreasonable to do so. In the case of a sub-tenancy, the Tribunal may not grant the order if it is satisfied that greater hardship would be caused to the principal tenant or sub-tenant.

When granting the order for possession on the ground of self-occupation, the Lands Tribunal will specify the name of the person for whose occupation the premises are required.

### **Prohibition of sale or letting**

A person who has successfully obtained an order for possession on the ground of self-occupation cannot let, sell, transfer, or part with possession of the premises within 24 months from the date of the order unless the Lands Tribunal has given its prior consent. The premises must also be occupied as a residence during this period by the person for whose occupation the premises were required. Contravention of these provisions constitutes a criminal offence punishable by a maximum fine of \$500,000, and an additional 12 months imprisonment for a subsequent offence. The offender is also liable to forfeiture of a sum not exceeding -

- (a) the new rent of the premises for 2 years, if he has let the premises, or
- (b) the difference between the market value of the premises with vacant possession and its value with the former tenant or sub-tenant in possession, if he has sold the premises.

Furthermore, he may be required to pay compensation to the former tenant or sub-tenant.

### **Misrepresentation or concealment of facts**

If it is found that an order for possession of premises for self occupation was obtained by misrepresenting or concealing material facts, the Lands Tribunal may order the landlord to pay compensation to the former tenant.

## **MATTERS TO OBSERVE**

Landlords, tenants, principal tenants and sub-tenants are advised to note the following important matters which affect their rights and obligations. Reference should be made to the Ordinance in case of doubt.

### **Notification of fresh lettings and agreed renewals**

Landlords are required to lodge with the Commissioner **Form CR109** notices for endorsement in respect of any fresh letting or agreed renewal of lease. These forms should be lodged within 1 month of any of these events. If this time limit is not complied with, a fee of \$310 will be payable on lodgment of the notice. **The landlord is not entitled to maintain an action to recover rent unless the notice has been endorsed by the Commissioner.**

Form CR109 notices may be obtained from District Offices or from the Rating and Valuation Department. They may also be downloaded from the Department's website ([www.rvd.gov.hk](http://www.rvd.gov.hk)).

Landlords may lodge the e-CR109 forms by using the "Electronic submission of Forms" service provided on the Department's website.

### **Implied conditions for forfeiture**

A landlord is given the right to forfeit a domestic tenancy in certain cases. Part IV provides that in the absence of relevant conditions in the tenancy agreement, a landlord may forfeit the tenancy for the following acts by the tenant :

- (a) non-payment of rent within 15 days of the due date;
- (b) use of the premises for immoral or illegal purposes;
- (c) unnecessary annoyance, inconvenience or disturbance including persistent delay in payment of rent; and
- (d) structural alteration to the premises without the landlord's consent.

### **Provision of rent receipts**

Under Part IV, a landlord or principal tenant must give his tenant or sub-tenant a receipt for rent at the time of payment. A person who fails to do so commits an offence.

### **Harassment**

It is a criminal offence for anyone to evict a tenant or sub-tenant without a court order or to try to make him leave by intimidation, violence, withholding services (e.g. disconnecting gas, electricity, water supply, etc.) or any other interference. Penalties are provided in Part IV of the Ordinance.

Anyone convicted of such offence is liable on first conviction to a fine of \$500,000 and imprisonment for 12 months, and on a subsequent conviction, to a fine of \$1,000,000 and imprisonment for 3 years. He may furthermore be required to pay compensation to the former tenant or sub-tenant and to forfeit a sum not exceeding the difference between the market value of the premises with vacant possession and the market value of the premises with the former tenant or sub-tenant in possession.

### **Service of notices**

It is important that notices stipulated under the Ordinance should be served in the correct manner. They may be -

- (a) handed to the person;
- (b) sent by post, addressed to the last known place of business or residence of the person to be served;
- (c) in the case of service on a tenant or sub-tenant, left with an adult occupier of the premises in which the tenant or sub-tenant lives and to which such notices relate;
- (d) affixed to a prominent part of the premises to which such notices relate; or
- (e) served in the form of an electronic record to an information system designated for the purpose, provided where neither party is the Government, the party to be served consents to such mode of service.

### **Power of the Commissioner**

The Commissioner administers the various provisions of the Ordinance. In connection with his statutory functions, he may request any person to furnish information reasonably required, inspect any premises and take measurements and other particulars as appropriate.

Any person who, without reasonable excuse, refuses to furnish information required by the Commissioner or makes a false statement, or obstructs or evades the exercise of the Commissioner's powers of entry into premises for the performance of his duties under the Ordinance, commits an offence and is liable to penalties.

## **PART V**

Part V covers mostly private **non-domestic** tenancies and sub-tenancies. It does not apply to certain tenancies including those for a fixed term of 3 years or more which contain no provision for early termination other than for breach of condition of the tenancy.

### **TERMINATION OF NON-DOMESTIC TENANCIES**

Part V formerly required a minimum notice in writing to be served for the termination of tenancies. Following the removal of this requirement by the Landlord and Tenant (Consolidation) (Amendment) Ordinance 2004 with effect from 9 July 2004, non-domestic tenancies should be terminated in the following ways :

(a) **Non-domestic tenancies created on or after 9 July 2004**

These tenancies may be terminated in accordance with the terms of the tenancy or as agreed between the parties. In the absence of a contractual notice requirement or mutual agreement, a fixed term tenancy will end upon expiry of the term and a periodic tenancy may be terminated by a notice to quit at the length of a full notice period in accordance with the common law.

(b) **Non-domestic tenancies in existence before 9 July 2004**

(i) **Where the former Part V notice of termination has been validly served before 9 July 2004**

The concerned notice will continue to have effect and the tenancy will terminate on the date as notified.

(ii) **Where the former Part V notice of termination has not been served before 9 July 2004**

(a) **Where the tenancy has not yet expired**

These tenancies may be terminated in accordance with the terms of the tenancy or as agreed between the parties. In the absence of a contractual notice requirement or mutual agreement, a fixed term tenancy will end upon expiry of the term and a periodic tenancy may be terminated by a notice to quit at the length of a full notice period in accordance with the common law.

**(b) Where the tenancy has already expired**

Landlords and tenants may terminate the tenancy by serving on the other party a notice of termination 1 month before the intended termination date. They may alternatively mutually agree on other arrangements.

A summary chart illustrating the different cases of renewal or termination of non-domestic tenancies is in Annex D.

**IMPLIED CONDITION FOR FORFEITURE**

In the absence of a relevant condition in the tenancy agreement, a landlord is given the right under Part V to forfeit a tenancy for non-payment of rent within 15 days of the due date.

**PART VI**

Part VI prescribes a fast track procedure in the District Court applicable to premises with rateable values not exceeding \$100,000. It covers both domestic and non-domestic tenancies and is a procedure for possession of premises for :

- (i) holding over of a tenant after expiry of tenancy, or
- (ii) illegal encroachment.

Application for certificate of rateable value (Form TR25) may be made to the Commissioner at a fee of \$190 for the purpose of this procedure.

**RELATED INFORMATION**

**24-HOUR AUTOMATED TELEPHONE ENQUIRY SERVICE**

The Rating and Valuation Department operates a 24-hour automated telephone enquiry service. You may access this service through a tone-dial telephone by dialing 2152 2152. The recorded messages contain useful information on tenancy and other matters.



### **RENT OFFICER SERVICE**

Rent Officers of the Rating and Valuation Department process various applications under the Landlord and Tenant (Consolidation) Ordinance and assist in the enforcement of its provisions. They also offer advisory and mediatory service on tenancy matters. You may seek assistance from Rent Officers at the Rating and Valuation Department or by appointment at District Offices. You may also contact the Department by telephone (2150 8229) or over the internet ([www.rvd.gov.hk](http://www.rvd.gov.hk)).

### **LANDS TRIBUNAL**

The Lands Tribunal is the major judicial body dealing with landlord and tenant matters. The practice and procedures of the Lands Tribunal which are intended to be flexible to facilitate users are laid down in the Lands Tribunal Ordinance and the Lands Tribunal Rules. The Tribunal is located at 38 Gascoigne Road, Kowloon. It may be contacted over telephone hotline (2771 3034), by fax (2384 4896 / 2384 4901) or via the internet ([www.judiciary.gov.hk](http://www.judiciary.gov.hk)).

### **SMALL CLAIMS TRIBUNAL**

The Small Claims Tribunal is an informal, quick and inexpensive venue for monetary claims of \$50,000 or less. Claims may be made for arrears of rent, refund of deposit or damage to property. Parties are not allowed to be represented by lawyers and the rules of evidence are relaxed. The Small Claims Tribunal is located at 4<sup>th</sup> Floor, Wanchai Tower, 12 Harbour Road, Hong Kong. Its telephone hotline is 2877 4068. It may also be contacted by fax (2587 9139) or over the internet ([www.judiciary.gov.hk](http://www.judiciary.gov.hk)).

### **TEL-LAW SCHEME AND FREE LEGAL ADVICE SCHEME**

The Law Society provides free telephone information service on laws concerning landlord and tenant matters. The service is provided in Cantonese, Putonghua and English and is available on telephone 2521 3333 or 2522 8018. The Law Society also provides free legal advice on tenancy matters. Application for such free legal advice may be made at any District Office. The website of the Law Society of Hong Kong is [www.hklawsoc.org.hk](http://www.hklawsoc.org.hk).

## **FREQUENTLY ASKED QUESTIONS ON TENANCY MATTERS**

### **DOMESTIC TENANCIES**

**Q1 Is there any statutory control on rent or security of tenure for domestic tenancies ?**

A1 Rent and security of tenure in respect of domestic tenancies created on or after 9 July 2004 are not subject to any statutory control.

For domestic tenancies in existence before 9 July 2004, where the former Part IV tenancy renewal procedure has been started before this date, the repealed mechanism which provided the tenant with a right to renew tenancy will continue to apply for the last time, and the parties may eventually apply to the Lands Tribunal to determine the renewal at prevailing market rent.

**Q2 What is a Transitional Termination Notice (TTN) and in what case will it be required for the termination of a domestic tenancy ?**

A2 Domestic tenancies were formerly afforded security of tenure by Part IV. This regime has been removed by the Landlord and Tenant (Consolidation) (Amendment) Ordinance 2004 which came into effect on 9 July 2004. To enable tenancies already in existence before this date to adapt to the change in the law, the Amendment Ordinance provides that such tenancies may only be terminated by mutual agreement or by a Transitional Termination Notice (TTN).

A TTN however, will not be required in the following cases :

- (a) the former Part IV tenancy renewal procedure has already been started before 9 July 2004,
- (b) there is a change of any terms of the tenancy on or after 9 July 2004,
- (c) the landlord and tenant on or after 9 July 2004 agree on some other period of notice of termination, or
- (d) the tenancy is assigned to a new tenant on or after 9 July 2004.

**Q3 When should a TTN be served ?**

A3 The TTN should be served after the contractual end date by the landlord on the tenant not less than 12 months, or by the tenant on the landlord not less than 1 month, before the intended termination date.

The TTN may be served anytime after 9 July 2004 provided it is not earlier than the following dates :

- (a) for fixed term tenancies – the last day of the term,
- (b) for periodic tenancies – the last day of the period current at 9 July 2004.

A valid TTN served will continue to have effect notwithstanding a subsequent change of ownership. It would be desirable for landlords who have served a TTN to remind tenants again of the termination date nearer the time, and for tenants to inform landlords of their removal intention early.

**Q4 How may a domestic tenancy be terminated where a TTN is not required ?**

A4 A domestic tenancy created on or after 9 July 2004 will not require a TTN. Exception cases mentioned in A2 in respect of tenancies in existence before 9 July 2004 also do not require a TTN. They may be terminated in accordance with the terms of the tenancy or as agreed between the parties.

In the absence of a contractual notice requirement or mutual agreement, the following common law principle will generally apply :

- (a) a fixed term tenancy will end upon expiry of its term,
- (b) a periodic tenancy will be terminated by a notice to quit at the length of a full tenancy period.

**Q5 Can a landlord apply for possession of premises for self-occupation after he has served a TTN ?**

A5 For a domestic tenancy which requires a TTN for termination of tenancy, a landlord may apply to the Lands Tribunal after expiry of the tenancy for an order for possession of premises on the ground that they are required for self occupation. The application may be made regardless of whether a TTN has been served. Once granted, the order will override any TTN that the landlord may have served.

**Q6 Is there any restriction imposed on the landlord after he has repossessed the premises on the ground of self occupation by order of the Lands Tribunal ?**

A6 A landlord who has obtained an order for possession on the grounds of self occupation cannot let, sell, transfer or part with possession of the premises within 24 months from the date of the order. The premises must be occupied as a residence during the 24-month period by the person for whose occupation the premises are required. Contravention of these restrictions constitutes a criminal offence. However, a landlord, in case of special circumstances, can apply to the Lands Tribunal for a variation of the order for possession.

**Q7 When should a landlord submit the Notice of New Letting or Renewal Agreement (Form CR109) to the Rating and Valuation Department for endorsement ?**

A7 The Form should be lodged with the Commissioner of Rating and Valuation for endorsement within one month after the landlord and tenant :

- (i) entered into a newly created tenancy/sub-tenancy; or
- (ii) entered into a renewal of tenancy/sub-tenancy;

A fee of \$310 will be charged if the form is lodged after this 1-month period. The Landlord is not entitled to maintain an action to recover rent unless the Form has been endorsed by the Commissioner.

**Q8 Are there any statutory grounds for a landlord to forfeit a domestic tenancy ?**

A8 In the absence of a relevant condition in the tenancy agreement, Part IV of the Ordinance provides that a landlord may forfeit a domestic tenancy for the following acts by the tenant :

- (a) non-payment of rent within 15 days of the due date;
- (b) use of the premises for immoral or illegal purposes;
- (c) unnecessary annoyance, inconvenience or disturbance including persistent delay in payment of rent; and
- (d) structural alteration to the premises without the landlord's consent.

## **NON-DOMESTIC TENANCIES**

**Q9 Is there any statutory control on rent or security of tenure for non-domestic tenancies ?**

A9 The rent and the security of tenure of non-domestic tenancies are not subject to any statutory control.

**Q10 How may a non-domestic tenancy be terminated ? Is a TTN required ?**

A10 The TTN requirement does not apply to non-domestic tenancies. Such tenancies if created on or after 9 July 2004 will run their courses in accordance with their lease terms. They will end upon expiry unless the landlord and tenant have agreed on a renewal or other arrangements.

For non-domestic tenancies in existence before 9 July 2004 the following will apply :

- (a) Where a former Part V notice of termination has been validly served before 9 July 2004, it will continue to have effect and the tenancy will terminate on the date as notified.
- (b) Where no former Part V notice has been served, unexpired tenancies will end in accordance with the terms of the tenancy or as agreed between the parties. In the absence of a contractual notice requirement or mutual agreement, the following common law principle will generally apply :
  - (i) a fixed term tenancy will end upon expiry of its term,
  - (ii) a periodic tenancy will be terminated by notice to quit at the length of a full tenancy period.

Where no former Part V notice has been served, tenancies already expired but are continuing as month-to-month tenancies may be terminated by mutual agreement or by a notice to quit 1 month before the intended termination date.

## **MISCELLANEOUS**

**Q11 How can the landlord and the tenant determine as to whether a tenancy is domestic or non-domestic ?**

A11 Any party to a tenancy may apply to the Commissioner of Rating and Valuation for a certificate of primary user at a fee of \$3,850. Such a certificate is evidence of the primary user of the premises on the day on which the premises were inspected. Any party aggrieved by the Commissioner's decision may apply to the Lands Tribunal for a determination of the nature of the tenancy.

**Q12 How can the landlord and the tenant agree on the format of the tenancy agreement ?**

A12 There is no provision in the Ordinance regarding the format of the agreement. Landlords and tenants may freely agree on the format and all the terms. However, the terms of the agreement cannot purport to exclude the tenancy from application of the Ordinance.

Landlords and tenants may refer to the booklet entitled "Notes on Signing a Tenancy Agreement" issued jointly by the Consumer Council and Estate Agents Authority which contains useful information on tenancy agreements. The booklet is available from District Offices and the concerned organizations.

**Q13 Is there any provision in the Ordinance regulating repair liabilities ?**

A13 The Ordinance does not contain provisions on repair liabilities. Any dispute on repair and maintenance liabilities, which cannot be settled between the landlord and tenant, may be resolved in court by reference to the expressed or implied terms of the tenancy and in accordance with common law principles.

**Q14 What can a tenant do when the landlord refuses to accept rent ?**

A14 If a landlord refuses to accept the rent, the tenant may send the rent by cheque through the post to the landlord. If the letter is unclaimed, the tenant should keep it as a proof for future legal proceedings.

**Q15      What can a landlord do when the tenant owes rent ?**

A15      When the tenant is in arrears of rent, the landlord can take one of the following actions :

- (a)      apply to the District Court for a distress warrant. Upon the issue of a warrant, the Court Bailiff will visit the premises and seize any movable property belonging to the tenant found there. If the tenant cannot pay the rent arrears and the costs of distress within a stipulated time, the court will sell the seized property and apply the proceeds to the sums outstanding. A distress warrant cannot be issued for arrears of rent due for more than 12 months;
- (b)      sue the tenant in the Small Claims Tribunal for rent arrears of not more than \$50,000. If the amount exceeds \$50,000, the landlord may sue the tenant in the District Court; or
- (c)      apply to the Lands Tribunal for a possession order.

A domestic tenant who persistently pays his rent late may be regarded as causing unnecessary inconvenience to the landlord. The landlord may apply to the Lands Tribunal for a possession order if the tenant continues with such acts despite written warnings.

Last updated : 09.01.2013

樣本  
SAMPLE

第 5(2) 條  
Section 5(2)

2004 年業主與租客(綜合)(修訂)條例  
業主發出的過渡性終止住宅租賃通知書  
LANDLORD AND TENANT (CONSOLIDATION) (AMENDMENT) ORDINANCE 2004  
TRANSITIONAL NOTICE OF TERMINATION OF DOMESTIC TENANCY BY LANDLORD

致  
To: .....

.....

..... ( 租客 / 分租客 )  
( Tenant / Sub-Tenant )

處所  
PREMISES .....

根據上述條例第 5(2)條的規定，本人現通知你，上述處所的租賃將於.....年.....月.....日終止。

Pursuant to section 5(2) of the above Ordinance, I hereby notify you that the tenancy of the above premises will be terminated  
on ..... (date).

日期  
Date .....

(簽署)  
(Signed) .....

業主 / 主租客  
Landlord / Principal tenant

姓名 (正楷填寫)  
Name in **BLOCK** letters .....

地址  
Address .....

.....

請在適當空格內加「x」號。  
Please "x" mark the appropriate box.

電話號碼  
Telephone No. ....

**重要告示：**本「過渡性終止通知書」樣本只供參考，並不是唯一可符合《2004 年業主與租客(綜合)(修訂)條例》有關要求的樣式。業主與租客可自定他們的「過渡性終止通知書」。此樣本通知書只限於作個人用途或非商業性質的用途。本樣本通知書如有任何錯漏，差餉物業估價署概不負責。任何人士如因根據本樣本通知書而採取任何行動，或因使用本樣本通知書而引致任何損失、損害或其他後果，差餉物業估價署亦概不負責。

**Important Notes:** This sample transitional notice of termination is only provided for the reference of landlords and tenants. It is not the only format which may be used to comply with the requirements of the Landlord and Tenant (Consolidation)(Amendment) Ordinance 2004. Landlords and tenants are free to serve a transitional notice of termination in their own preferred format. This sample notice is solely for personal or non-commercial use. The Rating and Valuation Department shall not be liable for any errors or omissions contained in this sample notice. It assumes no liability or responsibility for any action taken in reliance on this sample notice or any loss or damage or other consequence arising from the use of this sample notice.



附件B  
**Annex B**

樣本  
SAMPLE

第 5(2) 條  
Section 5(2)

2004 年業主與租客(綜合)(修訂)條例  
租客發出的過渡性終止住宅租賃通知書  
LANDLORD AND TENANT (CONSOLIDATION) (AMENDMENT) ORDINANCE 2004  
TRANSITIONAL NOTICE OF TERMINATION OF DOMESTIC TENANCY BY TENANT

致

To: .....

.....

..... (  業主 /  主租客 )  
(  Landlord /  Principal tenant )

處所  
PREMISES .....

根據上述條例第 5(2)條的規定，本人現通知你，上述處所的租賃將於.....年.....月.....日終止。

Pursuant to section 5(2) of the above Ordinance, I hereby notify you that the tenancy of the above premises will be terminated  
on ..... (date).

日期  
Date .....

(簽署)  
(Signed) .....

租客 /  分租客  
 Tenant /  Sub-tenant

姓名 (正楷填寫)  
Name in **BLOCK** letters .....

地址  
Address .....

.....

請在適當空格內加「x」號。  
Please "x" mark the appropriate box.

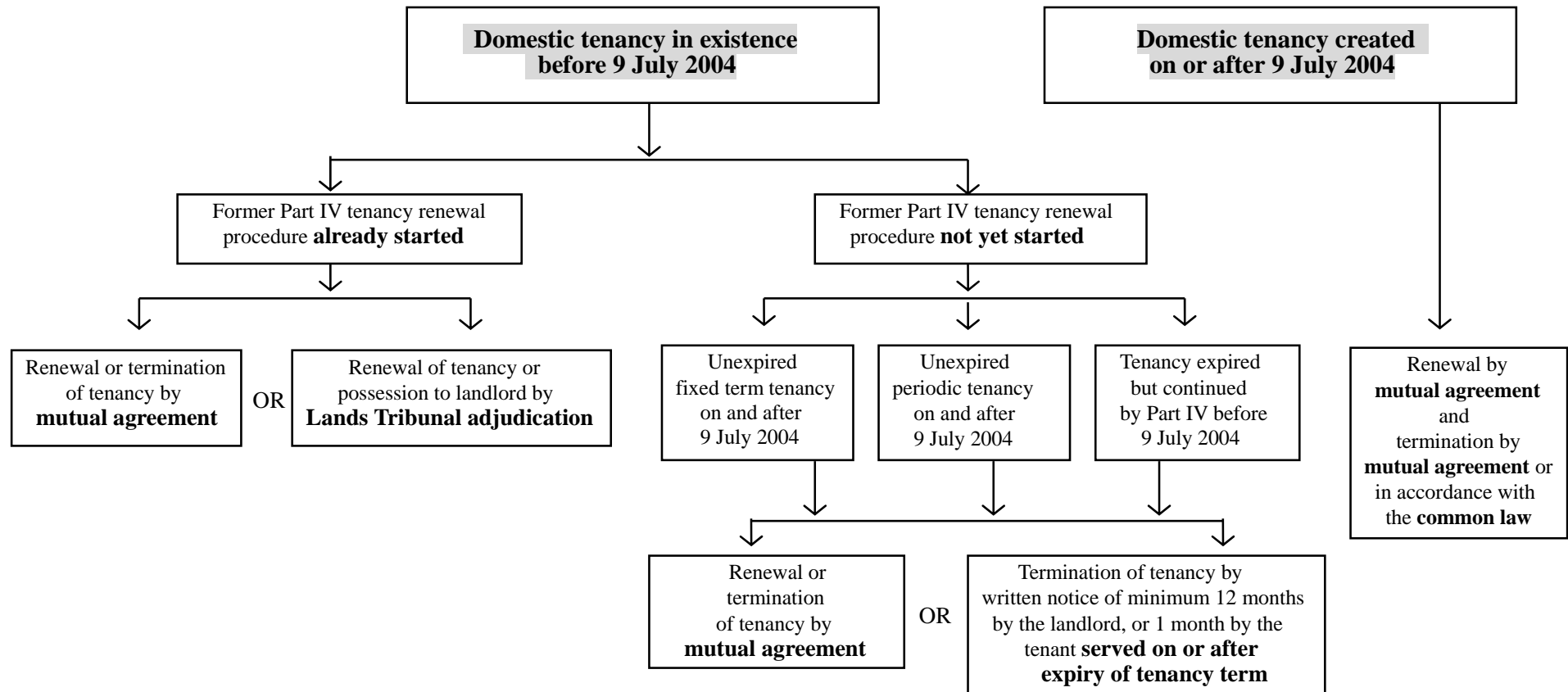
電話號碼  
Telephone No. ....

**重要告示：**本「過渡性終止通知書」樣本只供參考，並不是唯一可符合《2004年業主與租客(綜合)(修訂)條例》有關要求的樣式。業主與租客可自定他們的「過渡性終止通知書」。此樣本通知書只限於作個人用途或非商業性質的用途。本樣本通知書如有任何錯漏，差餉物業估價署概不負責。任何人士如因根據本樣本通知書而採取任何行動，或因使用本樣本通知書而引致任何損失、損害或其他後果，差餉物業估價署亦概不負責。

**Important Notes :** This sample transitional notice of termination is only provided for the reference of landlords and tenants. It is not the only format which may be used to comply with the requirements of the Landlord and Tenant (Consolidation)(Amendment) Ordinance 2004. Landlords and tenants are free to serve a transitional notice of termination in their own preferred format. This sample notice is solely for personal or non-commercial use. The Rating and Valuation Department shall not be liable for any errors or omissions contained in this sample notice. It assumes no liability or responsibility for any action taken in reliance on this sample notice or any loss or damage or other consequence arising from the use of this sample notice.

RVD 686 (6/2004)

**Renewal or Termination of Domestic Tenancy**



**Renewal or Termination of Non-domestic Tenancy**

