



Protection for Domestic Tenants

1. Who is a Tenant?

Any person who pays rent to the owner of a property under a tenancy agreement for the exclusive right to live in the property for a certain period is a tenant. It is advisable that an agreement for a tenancy is in writing, although the agreement can be made orally. When the length of the tenancy exceeds 3 years, the agreement must be in writing and should be registered in the Land Registry.

2. Removal of Protection – since 9 July 2004

New tenancies created or renewed on or after 9 July 2004 do not give tenants any protection against eviction or in respect of the amount of rent that may be asked for by their landlords or the amount of increase in rent on renewal of their tenancies. Such tenancies will also come to an end in accordance with the terms of the tenancy agreement or through the parties' mutual agreement, and in the absence of both of these:

- (a) a fixed term tenancy will expire at the end of its term; and
- (b) a periodic tenancy can be terminated by an appropriate notice to quit given by the landlord or the tenant to the other party.

If parties to a fixed term tenancy wish to have the right to terminate the tenancy before the expiry of the fixed term, they should include a “break” clause in the tenancy agreement, stating whether the landlord or the tenant or both can exercise the right, and the amount of written notice required to exercise the right.

Rating and Valuation Department and Form CR109

A form CR109 containing the main business terms of a domestic tenancy should be submitted by the landlord to the Rating & Valuation Department for endorsement after the landlord has signed the tenancy agreement with the tenant. The endorsed form must be produced by the landlord in legal proceedings against the tenant for recovery of unpaid rent.

The Rating and Valuation Department is responsible for the administration of the Landlord and Tenant (Consolidation) Ordinance and will provide information on the rights of the landlord and the tenant. It operates a 24-hour automated telephone enquiry service. Inquiries can be made by phoning 2152 2152 or by visiting its website: www.info.gov.hk/rvd.

3. Stamp Duty

Stamp Duty is payable on all written tenancy agreements. The rates are progressive depending on the length of the tenancy. The stamp duty is usually shared equally by the landlord and the tenant.

More details of the stamp duty payable may be obtained by visiting the Inland Revenue Department's website: www.ird.gov.hk.

4. Tenancy Control of Subdivided Units

The Landlord and Tenant (Consolidation) (Amendment) Ordinance 2021 (the “Amendment Ordinance”) came into effect on 22 January 2022 to regulate tenancies in respect of subdivided domestic units (SDUs) granted to individuals for their own use. A fixed term tenancy of a SDU commencing before 22 January 2022 is unaffected by the Amendment Ordinance, but a periodic tenancy commencing before 22 January 2022 and continuing after 22 January 2022 will be subject to the Amendment Ordinance.

The Amendment Ordinance aims to provide protection to SDU tenants in various aspects, including mandating a SDU landlord to serve on the SDU tenant upon the latter's request in writing, a tenancy in writing reflecting the contents of their oral tenancy for signing by the parties; providing four-year security of tenure for the tenants; restricting the rate of rent increase on tenancy renewal for the second term of the regulated tenancy; mandating the amount of rental deposits to not more than two times the amount of the monthly rent and prohibiting landlords from overcharging tenants on utility charges, etc.

More details on the key requirements under the Amendment Ordinance may be obtained from the website of the Rating and Valuation Department at: <https://www.rvd.gov.hk>.

*The information contained in this pamphlet is for reference only.
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(May 2022)

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