

立法會
Legislative Council

LC Paper No. CB(1)1489/20-21
(These minutes have been seen
by the Administration)

Ref : CB1/BC/9/20

**Bills Committee on Landlord and Tenant (Consolidation)
(Amendment) Bill 2021**

**Minutes of the fifth meeting on
Monday, 30 August 2021, at 2:30 pm
in Conference Room 2B of the Legislative Council Complex**

Members present : Hon Vincent CHENG Wing-shun, MH, JP (Chairman)
Hon YUNG Hoi-yan, JP (Deputy Chairman)
Hon Tommy CHEUNG Yu-yan, GBS, JP
Hon Starry LEE Wai-king, SBS, JP
Hon Mrs Regina IP LAU Suk-ye, GBM, GBS, JP
Hon Alice MAK Mei-kuen, BBS, JP
Hon KWOK Wai-keung, JP
Ir Dr Hon LO Wai-kwok, GBS, MH, JP
Hon Wilson OR Chong-shing, MH
Hon CHAN Chun-ying, JP
Hon Tony TSE Wai-chuen, BBS, JP

Members absent : Hon Abraham SHEK Lai-him, GBS, JP
Hon CHAN Han-pan, BBS, JP

Public officers attending : Agenda item I
Transport and Housing Bureau
Dr Raymond SO, BBS, JP
Under Secretary for Transport and Housing

Mr Carlson CHAN, JP
Director (Special Duties)

Miss Kathy CHAN
Assistant Director
(Tenancy Control on Subdivided Units)

Rating and Valuation Department

Ms Sandy JIM, JP
Assistant Commissioner (Special Duties)

Department of Justice

Ms Rayne CHAI
Deputy Law Draftsman II (Acting)

Ms Lonnie NG
Senior Government Counsel

Clerk in attendance : Mr Derek LO
Chief Council Secretary (1)5

Staff in attendance : Ms Vanessa CHENG
Assistant Legal Adviser 5

Mr Keith WONG
Senior Council Secretary (1)2

Ms Michelle NIEN
Legislative Assistant (1)5

Action

I. Meeting with the Administration

- (LC Paper No. CB(3)771/20-21 — The Bill
*(issued by the Transport and Housing— Legislative Council Brief
Bureau on 6 July 2021)*
- LC Paper No. LS91/20-21 — Legal Service Division Report
- LC Paper No. CB(1)1148/20-21(01) — Marked-up copy of the Bill
prepared by the Legal Service
Division (Restricted to
members only)
- LC Paper No. CB(1)1255/20-21(01) — Draft amendment proposed by
Hon Vincent CHENG Wing-
shun, Hon Starry LEE Wai-
king, Hon CHAN Han-pan and
Hon Wilson OR Chong-shing
- LC Paper No. CB(1)1261/20-21(01) — Draft amendments proposed by
Hon Tommy CHEUNG Yu-yan
- LC Paper No. CB(1)1268/20-21(01) — Draft amendment proposed by
Hon KWOK Wai-keung)

Discussion

The Bills Committee deliberated (index of proceedings in the **Appendix**).

II. Any other business

2. The Chairman said that members who intended to propose any amendment to the Landlord and Tenant (Consolidation)(Amendment) Bill 2021 ("the Bill") and wished their amendments to be discussed during the upcoming meetings of the Bills Committee should submit the wording of their proposed amendments to the Secretariat as soon as practicable.
3. The Chairman concluded that the Bills Committee had completed scrutiny of the Bill.

Action

(Post-meeting note: Members were informed vide LC Paper No. CB(1)1273/20-21 issued on 30 August 2021 that the next meeting was scheduled to be held on 6 September 2021 at 10:45 am to discuss the amendments to the Bill proposed by members.)

4. There being no other business, the meeting ended at 4:43 pm.

Council Business Division 1
Legislative Council Secretariat
30 November 2021

**Proceedings of the fifth meeting of the
Bills Committee on Landlord and Tenant (Consolidation) (Amendment) Bill 2021
on Monday, 30 August 2021, at 2:30 pm
in Conference Room 2B of the Legislative Council Complex**

Time Marker	Speaker	Subject(s)	Action Required
Agenda item I — Meeting with the Administration			
000728 – 000914	Chairman	Opening remarks	
000915 – 001434	Chairman Mr Tommy CHEUNG	Mr Tommy CHEUNG suggested and members agreed that members' proposed amendments to the Landlord and Tenant (Consolidation) (Amendment) Bill 2021 ("the Bill") be discussed at the Bills Committee meeting following completion of the clause-by-clause examination of the Bill.	
<p><i>Clause-by-clause examination of the Bill</i> [The Bill (LC Paper No. CB(3)771/20-21)] [Marked-up copy of the Bill prepared by the Legal Service Division (LC Paper No. CB(1)1148/20-21(01))]</p>			
001435 – 001933	Chairman Mr Tony TSE Administration	<p>Part IVA: Regulated Tenancies</p> <p><i>Division 3 — Regulated Cycle</i></p> <p><i>Subdivision 3 — Tenancy in Writing</i></p> <p><i>120AAZ. Tenancy in writing for first term tenancy</i></p> <p>Mr Tony TSE enquired about the consequence and the penalty to be imposed if a landlord of a regulated tenancy failed to serve a tenancy in writing in accordance with the proposed requirement.</p> <p>The Administration advised that the tenant might in writing demand the landlord to, within 30 days ("specified period"), serve on the tenant a tenancy in writing ("tenancy agreement") reflecting the contents of the oral tenancy for signing by the parties. If the landlord failed to serve the tenancy agreement on the tenant in accordance with the requirement, the tenant might elect either –</p>	

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		<p>(a) to withhold the payment of rent until the landlord has done so; or</p> <p>(b) to terminate the tenancy by, within 7 days after the specified period, giving the landlord not less than 30 days' ("notice period") prior notice in writing of the termination.</p> <p>If the tenant elected (a) above, on receiving the tenancy agreement from the landlord, the tenant must pay back the rent withheld free of interest to the landlord.</p> <p>The Chairman enquired whether a sample tenancy agreement would be available for public reference after the amendments to the Landlord and Tenant (Consolidation) Ordinance (Cap. 7) ("the Ordinance") were passed. The Administration advised that it would prepare a sample tenancy agreement in due course after the passage of the Bill.</p>	
001934 – 003020	Chairman Mr Tony TSE Administration	<p><i>Subdivision 4 — Tenant's Interests in Certain Circumstances</i></p> <p><i>120AAZA Sub-tenancy of same or longer term of superior tenancy</i></p> <p><i>Subsections (1) to (5)</i></p> <p>Where a regulated tenancy for a subdivided unit ("SDU") was a sub-tenancy created out of another tenancy ("superior tenancy"), Mr Tony TSE enquired –</p> <p>(a) whether the tenant of the regulated tenancy ("sub-tenant") had the right to be informed of the remaining term of the superior tenancy before entering into the regulated tenancy; and</p> <p>(b) if the landlord of the regulated tenancy ("sub-landlord") refused to reveal the remaining term the sub-landlord had under the superior tenancy, how the sub-tenant might find out such information.</p>	

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		<p>The Administration advised that –</p> <ul style="list-style-type: none"> (a) normally, if the tenant was aware that he was a sub-tenant, he might ask the sub-landlord the remaining term that the sub-landlord had under the superior tenancy before entering into the tenancy; (b) in cases where the remaining term of the superior tenancy was less than two years, and the sub-landlord failed to have the term of the superior tenancy renewed or extended, according to the Bill, the term of the regulated tenancy was to expire no later than the expiry of the superior tenancy; and (c) if the sub-tenant held over in the SDU after the expiry of the term of the regulated tenancy and the landlord of the superior tenancy ("superior landlord") applied to the court for possession of the SDU, before enforcing the order for possession, under section 120AAZJ of the Bill, the superior landlord must post a notice on the main door or entrance to the SDU on three successive days ("the Notice") to notify the sub-tenant, and leave to issue a writ of possession to enforce the order was not to be granted by the court before the expiry of a period of 60 days beginning on the day immediately after the last day on which the Notice was posted, so that the sub-tenant would have time to find alternative accommodation. <p>Mr Tony TSE cautioned that in the case above, the sub-tenant might not be able to enjoy the full period of four years of security of tenure intended to be provided under the Bill.</p>	

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003021 – 004147	Chairman Mr KWOK Wai-keung Administration	<p><i>120AAZA Sub-tenancy of same or longer term of superior tenancy</i></p> <p><i>Subsections (1) to (5)</i></p> <p>Mr KWOK Wai-keung enquired whether there was any provision in the Bill requiring the sub-landlord to inform the sub-tenant of the remaining term the sub-landlord had under the superior tenancy, and if the sub-landlord refused to do so, when the sub-tenant would know that the regulated tenancy expired.</p> <p>The Administration advised that –</p> <p>(a) there was no provision in the Bill requiring the sub-landlord to advise the sub-tenant of the remaining term the sub-landlord had under the superior tenancy before the sub-tenant entered into the regulated tenancy with the sub-landlord;</p> <p>(b) according to the Bill, the term of the sub-tenancy was to expire no later than the expiry of the term of the superior tenancy. If the sub-tenant held over in the SDU after the expiry of the sub-tenancy, the superior landlord might apply to the court for possession of the SDU. Given that the term of the superior tenancy might only be renewed or extended or otherwise towards the end of the term after negotiations between the superior landlord and the sub-landlord, it would be difficult to impose a requirement on the sub-landlord to notify the sub-tenant of the termination of the regulated tenancy as a result of the termination of the superior tenancy no later than a certain point of time before the expiry of the superior tenancy. Rather, it would be a more effective measure to provide protection for SDU sub-tenants by affording them a 60-day</p>	

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		<p>stay period in the event that the superior landlord seeks to enforce a court order to recover possession of the SDU after the termination of the superior tenancy; and</p> <p>(c) in general, the court process would take at least a few months before the superior landlord could obtain an order for possession. Coupled with the proposed 60-day stay period, the sub-tenant should have sufficient time to find alternative accommodation.</p> <p>Mr KWOK Wai-keung considered that as SDU tenants had little bargaining power, they would not ask the sub-landlord about information on the superior tenancy, or even if they were aware that the remaining term of the superior tenancy was shorter than 2 years, it was unlikely that they would refuse to enter into the tenancy. He was also concerned that unscrupulous landlords might, through creating self-controlled subletting structures, attempt to circumvent the regulatory regime, and deprive SDU sub-tenants of security of tenure by terminating the superior tenancy at will.</p>	
004148 – 004217	Chairman Administration	<p><i>120AAZA Sub-tenancy of same or longer term of superior tenancy</i></p> <p><i>Subsection (6)</i></p> <p>Members raised no questions.</p>	
004218 – 004445	Chairman Assistant Legal Adviser 5 ("ALA5") Mrs Regina IP Administration	<p><i>120AAZB. Tenant's interest to pass to family member on death</i></p> <p>Noting that the Administration had responded in paragraph 15 of its reply letter dated 13 August 2021 (LC Paper No. CB(1)1190/20-21(04)) that it was its policy intention for "adult child" in the definition of "family member" in the proposed section 120AA(1) of Part IVA to include "adopted adult child" and "step adult child", ALA5</p>	

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		<p>enquired whether the Administration would consider adding an express provision to this effect to clearly reflect the policy intent. The Administration advised that it would consider doing so.</p> <p>Mrs Regina IP enquired whether "spouse" in the definition of "family member" included "partner", "companion" or "partner of the same sex". The Administration advised that "spouse" of a person meant a person who was lawfully married to that person.</p>	
004446 – 005005	Chairman Administration	<p><i>Division 4 — Rents and Deposit</i></p> <p><i>Subdivision 1 — General Provisions</i></p> <p><i>120AAZC. Rental deposit</i></p> <p><i>120AAZD. Alteration in rent</i></p> <p><i>Subdivision 2 — Renewed Rent</i></p> <p><i>120AAZE. Renewed rent for second term</i></p> <p>Members raised no questions. The Chairman urged the Administration to consider members' suggestions to lower the rent increase cap on tenancy renewal in section 120AAZE(2)(b) from 15% to 10%.</p>	
005006 – 005051	Chairman Administration	<p><i>Division 5 — Implied Terms</i></p> <p><i>120AAZF. Mandatory terms implied for every regulated tenancy</i></p> <p>Members raised no questions.</p>	
005052 – 005237	Chairman Administration	<p><i>120AAZG. Amendment of Schedule 7</i></p> <p><i>Schedule 7 Mandatory Terms Implied for Every Regulated Tenancy</i></p> <p><i>Part 1 – Interpretation</i></p> <p><i>Part 2 - Tenancy Agreement</i></p> <p>Members raised no questions.</p>	

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005238 – 005638	Chairman Mr Tony TSE Mr Wilson OR Administration	<p><i>Schedule 7 Mandatory Terms Implied for Every Regulated Tenancy</i></p> <p>Part 3 — Landlord's Obligations during Term</p> <p><i>Section 5. Maintenance and repair</i></p> <p><i>Section 6. Tenant's termination of tenancy</i></p> <p>Mr Tony TSE expressed concern about disputes between SDU landlords and tenants in relation to maintenance and repair, in particular if the landlord was of the view that the subject matter of repair was not within his obligations. Mr Wilson OR and the Chairman shared his concern.</p> <p>Noting that the landlord was obliged to keep in repair and proper working order the "fixtures and fittings" provided by the landlord in the premises under the proposed section 5(2) of Schedule 7, Mr Wilson OR enquired whether the addition of a definition of such term in the Bill would clarify its meaning. He also enquired about the meaning of "as soon as practicable" as the time prescribed for the landlord to carry out the repair under the proposed section 5(3) of Schedule 7.</p> <p>Noting that the tenant might choose to terminate the tenancy if the landlord failed to fulfill a maintenance and repair obligation implied under the Ordinance, the Chairman enquired about the alternatives available to the tenant apart from termination of the tenancy.</p> <p>The Administration advised that –</p> <p>(a) the proposed section 6 of Schedule 7 was intended to provide an additional avenue of redress by giving a right for the tenant to terminate the tenancy in the event that the landlord failed to fulfil his maintenance and repair obligations. Alternatively, the tenant might, if practicable, carry out the repair and</p>	

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		<p>seek reimbursement from the landlord. If necessary, the tenant might resort to legal action (such as filing a claim in the Small Claims Tribunal if the amount involved was less than \$75,000) if the landlord refused to pay the reimbursement. Depending on the facts and circumstances of each case, if the landlord persistently failed to fulfil his obligations on maintenance and repair under the Bill, it might constitute an offence of harassment under the proposed section 120AAZN. This would provide a deterrent effect on the landlord; and</p> <p>(b) "fixtures and fittings" provided by the landlord in the premises generally meant objects which were not easily removable from the premises, such as water-heaters and air-conditioners, etc.</p>	
005639 – 005803	Chairman Mr Wilson OR Administration	<p><i>Schedule 7 Mandatory Terms Implied for Every Regulated Tenancy</i></p> <p><i>Part 1 – Interpretation</i></p> <p>In response to Mr Wilson OR's enquiry about the meaning of "regulated tenancy", the Administration advised that "regulated tenancy" under Schedule 7 had the same meaning as that under the proposed section 120AA(1), meaning a tenancy to which the proposed Part IVA applied.</p>	
005804 – 010416	Chairman Mr Tony TSE Administration	<p><i>Schedule 7 Mandatory Terms Implied for Every Regulated Tenancy</i></p> <p><i>Part 3 — Landlord's Obligations during Term</i></p> <p><i>Section 5. Maintenance and repair</i></p> <p><i>Subsection (5)</i></p> <p>Mr Tony TSE expressed concern about –</p> <p>(a) the difficulty in resolving possible disputes between the landlord and the</p>	

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		<p>tenant, for example, in relation to leakage of water pipes and blockage of drains in the premises, as it would not be easy to determine whether the damage of such items was caused by the "wilful or negligent act of the tenant or an occupier", for which the landlord was not responsible for repair and maintenance;</p> <p>(b) whether there was any basic requirement or standard for facilities (such as pipes, drains and electrical wiring) serving the SDU exclusively as provided by a landlord of a regulated tenancy; and</p> <p>(c) the standard for which the Lands Tribunal ("the Tribunal") might adopt in resolving disputes on maintenance and repair of items between landlords and tenants of regulated tenancies.</p> <p>The Administration advised that the Task Force for the Study on Tenancy Control of Subdivided Units ("the Task Force") had pointed out that as the meanings of "tenantable" or "habitable" conditions in a dwelling could be relative and subjective, and the living conditions amongst SDUs could vary greatly, it was difficult to set an objective standard across the board for compliance. The Administration shared the views of the Task Force that if repair obligations were to be imposed on landlords, the law should specifically spell out the "items" to be maintained, and the Administration had done so in drafting the Bill.</p>	
010417 – 010446	Chairman Administration	<p><i>Schedule 7 Mandatory Terms Implied for Every Regulated Tenancy</i></p> <p><i>Part 3 — Landlord's Obligations during Term</i></p> <p><i>Section 6. Tenant's termination of tenancy</i></p> <p>Members raised no questions.</p>	

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010447 – 010856	Chairman Mr Tony TSE Administration	<p><i>Schedule 7 Mandatory Terms Implied for Every Regulated Tenancy</i></p> <p><i>Part 4 – Tenant's Obligations during Term</i></p> <p><i>Section 7. Payment of rent</i></p> <p>Mr Tony TSE enquired whether the landlord of the regulated tenancy would have to bear the rates of the premises, and whether the rent under the regulated tenancy could or would have to be adjusted in accordance with the rates adjustment during the term of the regulated tenancy.</p> <p>The Administration advised that the Bill did not provide for which party was to pay the rates in respect of the premises under a regulated tenancy. In principle, rates were to be borne by the occupier and in most cases, landlords would have already included the rates in the rent, but landlords could not increase the rent during the term for any reason including an upward adjustment in the rates payable. Conversely, the landlord might reduce the rent during the term because of, say, a downward adjustment in the rates payable.</p> <p><i>Section 8. No structural alteration without consent</i></p> <p><i>Section 9. No immoral or illegal purpose</i></p> <p><i>Section 10. Annoyance, inconvenience or disturbance</i></p> <p><i>Section 11. No assignment or underletting</i></p> <p><i>Section 12. Landlord's re-entry</i></p> <p>Members raised no questions.</p>	
010857 – 010922	Chairman Administration	<p><i>120AAZG. Amendment of Schedule 7</i></p> <p>Members raised no questions.</p>	

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010923 – 011155	Chairman Administration	<p><i>Division 6 — Termination of Tenancy</i></p> <p><i>120AAZH. Early termination by tenant</i></p> <p><i>120AAZI. Landlord's right of re-entry</i></p> <p><i>120AAZJ. Termination of regulated tenancy as sub-tenancy</i></p> <p>Members raised no questions.</p>	
011156 – 011547	Chairman Mrs Regina IP Administration	<p><i>Division 7 — Offences relating to Regulated Tenancies</i></p> <p><i>120AAZK. Offence in relation to tenant's payment of money other than certain types</i></p> <p>Mrs Regina IP enquired whether the landlord could receive fees from the tenant relating to provision of services for the household, such as charging for municipal solid waste, after the commencement of the term of the tenancy under this section.</p> <p>The Administration advised that apart from charging for municipal solid waste, it had also received enquiries relating to whether the landlord could receive miscellaneous fees from tenants relating to provision of household services such as laundry fees. The legislative intention behind the proposed section 120AAZK was to protect SDU tenants from being charged on different types of fees by the landlord other than those specified in the section. Landlords might include in the rent, on commencement of the term, charges which they considered that the tenants should bear in full or in part. The landlord could not impose other multifarious charges on tenants after the commencement of the term.</p>	
011548 – 012138	Chairman Mr Tony TSE Administration	<p><i>120AAZK. Offence in relation to tenant's payment of money other than certain types</i></p>	

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		<p><i>Subsection (1)(c)</i></p> <p>Mr Tony TSE enquired about –</p> <p>(a) the meaning of "reimbursement of charges for any of the specified utilities and services payable by the tenant under the tenancy"; and</p> <p>(b) whether the landlord could charge the tenant for maintenance fees on a pro-rata basis if repair work was required to be conducted in common areas jointly used by multiple tenants.</p> <p>The Administration advised that –</p> <p>(a) "specified utilities and services" was defined in the proposed section 120AA(1) as "water, electricity, gas and communication services", and "communication services" was defined as "services enabling a telephone other than a mobile telephone, the Internet, a cable television and a satellite television to be used". Reimbursement of such specified utilities and services charges would be subject to the requirements set out in the proposed section 120AAZL;</p> <p>(b) the landlord could not receive reimbursement from tenants under regulated tenancies for charges incurred in the maintenance of the whole building in which the premises was located as a separate payment from rent; and</p> <p>(c) as stated in its reply letters dated 13 August 2021 to ALA5 (LC Paper No. CB(1)1190/20-21(04)) and 23 August 2021 to the Chairman (LC Paper No. CB(1)1241/20-21(02)) respectively, the offence under the proposed section 120AAZK(1) was an absolute liability offence. A statutory defence for the offence had not been</p>	

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		<p>provided in the Bill, and no common law defence of honest and reasonable belief was available to the person charged. In view of the rampant phenomenon that SDU landlords charged their tenants miscellaneous fees, making the offence an absolute liability one would strengthen its deterrent effect, and in turn, materially enhance the protection provided to SDU tenants.</p>	
012139 – 012650	Chairman Mr Tony TSE Administration	<p><i>120AAZL. Offence in relation to payment of apportioned amounts</i></p> <p>Mr Tony TSE enquired about –</p> <p>(a) the consequence of requiring the tenant to pay for the reimbursement of the charges for specified utilities and services as a separate payment from rent where the requirements under the proposed section 120AAZL(2) were not satisfied; and</p> <p>(b) whether the landlord must have paid the charges concerned before requiring the tenant to pay for the reimbursement of the charges.</p> <p>The Administration advised that –</p> <p>(a) the proposed section 120AAZL(2) provided that the landlord might require the tenant to pay for the reimbursement of the charges for any of the specified utilities and services as a separate payment from rent only if (i) the landlord was the payer named in the bills covering the charges; (ii) copies of the bills were produced by the landlord to the tenant when the landlord required payment; and (iii) the landlord had provided an account in writing to the tenant showing details specified in the proposed subsections (c)(i) and (ii), namely, how the amounts under the</p>	

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		<p>bills were apportioned for the different parts forming the premises to which the bills related, and that the aggregate of the apportioned amounts did not exceed the billed amounts. The landlord committed an offence if he failed to comply with the proposed section 120AAZL(2) in requiring the tenant to pay for or receiving from the tenant the reimbursement of such charges; and</p> <p>(b) the landlord would be the party responsible for paying the specified utilities and service charges irrespective of whether he had received reimbursement from the tenant.</p>	
012651 – 012740	Chairman Mr Tony TSE Administration	<p><i>120AAZM. Offence in relation to provision of rent receipts</i></p> <p>Mr Tony TSE enquired whether the landlord would be required to produce receipts of payment of the specified utilities and service charges to the tenant under the Bill.</p> <p>The Administration advised that the Bill did not provide for such requirement.</p>	
012741 – 012914	Chairman Administration	<p><i>120AAZN. Offence of harassment</i></p> <p>Members raised no questions.</p>	
012915 – 014250	Chairman Mr Tony TSE Administration	<p><i>Division 8 — Commissioner's Powers</i></p> <p><i>Subdivision 1 — Interpretation</i></p> <p><i>120AAZO. Interpretation</i></p> <p><i>Subdivision 2 — Commissioner's Certificate</i></p> <p><i>120AAZP. Application for primary user certificate</i></p> <p><i>120AAZQ. Commissioner's inspection</i></p> <p>Members raised no questions.</p>	

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		<p><i>120AAZR. Commissioner's issue of primary user certificate</i></p> <p>Mr Tony TSE enquired about the rationale behind subsection (2) which provided that if the Commissioner of Rating and Valuation ("the Commissioner") issued a primary user certificate for any premises under the section, no further application might be made under the proposed section 120AAZP(1) or (2) for the premises before the expiry of one year from the day on which the primary user certificate was issued, and whether the Commissioner could issue another certificate within one year from the issue of the last certificate if new evidence was provided in a new application.</p> <p>The Administration advised that the restriction was in line with that under Part IV of the Ordinance. The rationale was to prevent abuse by applicants to frequently apply for issue of primary user certificate. The Commissioner must carry out an inspection on the premises for the purpose of determining the primary user of the premises before issuing a primary user certificate for the premises. Under the Bill, the Commissioner could not issue another certificate within one year from the day on which the last certificate was issued even if new evidence was provided in a new application.</p> <p>The Chairman enquired about the arrangements to be made by the Rating and Valuation Department ("RVD") to conduct investigations and handle complaints on non-compliant cases under the Bill.</p> <p>The Administration advised that appropriate arrangements would be made in relation to administering the new provisions of the Bill. The Commissioner was empowered under the Bill to enter any premises at any reasonable time with the</p>	

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		<p>occupier's consent to ascertain whether an offence under the proposed Part IVA was being, or had been, committed in relation to the premises. Self-initiated inspections would be conducted apart from acting on complaints received.</p> <p><i>Subdivision 3— Commissioner's Endorsement</i></p> <p><i>120AAZS. Notice of tenancy to Commissioner</i></p> <p><i>120AAZT. Commissioner's endorsement of notice of tenancy</i></p> <p><i>Subdivision 4 — Other Powers</i></p> <p><i>120AAZU. Commissioner may serve requisition</i></p> <p><i>120AAZV. Commissioner may require reference documents</i></p> <p><i>120AAZW. Commissioner may enter premises with consent</i></p> <p>Members raised no questions.</p> <p><i>120AAZX. Commissioner may enter premises with warrant</i></p> <p>In response to the Chairman's enquiry, the Administration pointed out that the Commissioner might, with a warrant issued under subsection (3), enter (by the use of reasonable force if necessary) the premises and exercise any of the powers specified in the proposed section 120AAZY(1) and (2).</p> <p><i>120AAZY. Powers after entry</i></p> <p><i>120AAZZ. Commissioner may disclose information</i></p> <p>Members raised no questions.</p>	

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014251 – 015114	Chairman Administration	<p><i>Division 9 — Miscellaneous Provisions</i></p> <p><i>120AAZZA. Costs</i></p> <p><i>120AAZZB. Giving evidence in proceedings</i></p> <p><i>120AAZZC. Use of returned requisition as evidence</i></p> <p><i>120AAZZD. Providing false or misleading particulars etc.</i></p> <p><i>120AAZZE. Use of incriminating evidence in proceedings</i></p> <p><i>120AAZZF. Forms</i></p> <p>Members raised no questions.</p>	
015115 – 015747	Chairman Mr Tony TSE Administration	<p><i>120AAZZG. Service of documents</i></p> <p><i>Subsection (1)</i></p> <p>Mr Tony TSE enquired about the usual means of service of documents used by RVD, and any criteria for selecting between the modes of service provided under the proposed subsection (1)(c)(i) and (ii), as he was concerned that affixation of a copy of a specified document to a prominent part of the premises as delivery to tenants of SDUs might not be an appropriate means of service due to possible loss of documents.</p> <p>The Administration advised that –</p> <p>(a) due to the Coronavirus Disease 2019 epidemic, more members of the public served documents on RVD by electronic means or by post. In return, RVD usually served documents, such as the hard copy Form CR 109 under Part IV of the Ordinance, on the landlord and tenant by post. RVD might also leave a document with an adult occupier of the premises in which the tenant resided and to which the document related</p>	

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		<p>during an inspection of the premises as appropriate; and</p> <p>(b) the proposed subsection (1) governed the service of specified documents amongst various parties under the proposed Part IVA. A party might effect service of a specified document in a mode referred to in that subsection that was considered appropriate by the party for compliance with a relevant requirement under that Part.</p>	
015748 – 015834	Chairman Administration	Extension of meeting time	
015835 – 020049	Chairman Mr Wilson OR Administration	<p><i>120AAZZG. Service of documents</i></p> <p>Mr Wilson OR enquired whether the Administration would consider alternative ways of service of documents on SDU tenants, such as by registered mail with advice of delivery.</p> <p>The Administration advised that the proposed section on the modes of service of specified documents under the proposed Part IVA was similar to section 119Y of Part IV of the Ordinance. The proposed subsection (1)(c) only applied to service of specified documents on a tenant, and service by post or courier under the proposed subsection (1)(b) should be construed to include service by registered mail with or without advice of delivery.</p>	
020050 – 020604	Chairman Deputy Chairman Administration	<p><i>120AAZZG. Service of documents</i></p> <p>The Deputy Chairman enquired about the reason for not clearly stating in the proposed subsection (1)(c)(i) that service on a tenant should be by personal service on an adult occupier of the premises in which the tenant resided and to which the document related, and the ways to identify whether an occupier was an adult occupier or not at the time of service.</p>	

Time Marker	Speaker	Subject(s)	Action Required
		<p>The Administration advised that a person must prove to the satisfaction of the court that the person had effected service of specified documents on a tenant in accordance with the proposed subsection (1)(c)(i) in the event of disputes. The person effecting service on a tenant would need to exercise common sense and judgment to decide whether the recipient/the person he intended to leave the specified document with was an adult occupier of the premises in which the tenant resided and to which the document related.</p>	
020605 – 020946	Chairman Administration	<p><u>Clause 5 – Section 128 amended (interpretation)</u></p> <p><u>Clause 6 – Section 129 amended (summoning of tenant of premises with a rateable value not exceeding \$100,000 unlawfully holding over)</u></p> <p><u>Clause 7 – Section 131 amended (issue of warrant for possession of premises)</u></p> <p><u>Clause 8 – Schedules 6 and 7 added</u></p> <p>Schedule 6 <i>Tenancies excluded from Application of Part IVA</i></p> <p>Schedule 7 <i>Mandatory Terms Implied for Every Regulated Tenancy</i></p> <p>Members raised no questions.</p>	
020947 – 021558	Chairman Administration	<p>Part 3: Related Amendments</p> <p><i>Division 1 – Amendment to Lands Tribunal Ordinance (Cap. 17)</i></p> <p><u>Clause 9 – Section 8 amended (jurisdiction of the Tribunal)</u></p> <p>Members raised no questions.</p>	

Time Marker	Speaker	Subject(s)	Action Required
		<p><i>Division 2 — Amendments to Lands Tribunal Rules (Cap. 17 sub. leg. A)</i></p> <p><u>Clause 10 – Cross-heading before rule 68 amended</u></p> <p><u>Clause 11 – Rule 68 amended (commencement of proceedings)</u></p> <p><u>Clause 12 – Schedule amended (forms)</u></p> <p>Members raised no questions.</p> <p><i>Division 3 — Amendment to Lands Tribunal (Fees) Rules (Cap. 17 sub. leg. B)</i></p> <p><u>Clause 13 – Schedule amended (fees)</u></p> <p>Members raised no questions.</p> <p><i>Division 4 — Amendments to Rating Ordinance (Cap. 116)</i></p> <p><u>Clause 14 – Section 6A amended (use of returned requisition as evidence)</u></p> <p>Members raised no questions.</p> <p><i>Division 5 — Amendment to Land Registration Ordinance (Cap. 128)</i></p> <p><u>Clause 15 – Section 3 amended (priority of registered instruments; effect of non-registration)</u></p> <p>Members raised no questions.</p> <p><i>Division 6 — Amendments to Government Rent (Assessment and Collection) Ordinance (Cap. 515)</i></p> <p><u>Clause 16 – Section 39 amended (use of returned requisition as evidence)</u></p> <p>Members raised no questions.</p>	

Time Marker	Speaker	Subject(s)	Action Required
		<i>Division 7 — Amendment to Electronic Transactions Ordinance (Cap. 553)</i> <u>Clause 17 – Schedule 3 amended (service of documents)</u> Members raised no questions.	
Agenda item II — Any other business			
021559 – 021654	Chairman Administration	Meeting arrangements	

Council Business Division 1
Legislative Council Secretariat
30 November 2021