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ESTATE AGENTS AUTHORITY

Dear Licensees,

**Re: Parties' Addresses in the Provisional Agreement for Sale and Purchase, Provisional Tenancy Agreement and Tenancy Agreement**

The Estate Agents Authority ("EAA") has noticed that some licensees are still arranging parties to sign the provisional agreement for sale and purchase ("provisional agreement"), provisional tenancy agreement and tenancy agreement without stating their addresses in such agreements.

The EAA would like to remind licensees of the relevant requirement in Practice Circular No. 13-06 (CR) and Practice Circular No. 15-04 (CR) ("Circulars") that they should provide parties' addresses in the provisional agreement, provisional tenancy agreement and tenancy agreement, failing which is a *prima facie* breach of the requirement in the relevant Circulars. If licensees fail to insert the parties' addresses in the provisional agreement, provisional tenancy agreement and/or tenancy agreement, licensees should be able to explain that they have made effort to do so and the reasons that justify their departure from such requirement/standard.

In order to protect licensees' interests in the event of complaint or dispute, if a party to an agreement is not co-operative in furnishing his/her/its address to be provided in the provisional agreement, provisional tenancy agreement and/or tenancy agreement ("uncooperative party"), licensees are advised to obtain a written acknowledgement signed by all parties to the agreement stating that (i) licensees have requested for the uncooperative party's/parties' address(es) to be provided in the agreement but such party/parties refused to do so; (ii) before arranging for the parties to enter into the relevant agreement, licensees have explained to the other party to the agreement the risk of being unable to locate the whereabouts of the uncooperative party in the event of dispute; and (iii) notwithstanding the missing address(es) of the uncooperative party/parties in the agreement, the parties still decided to proceed with the transaction as set out in the agreement.

For the avoidance of doubt, no or insufficient space in the provisional agreement, provisional tenancy agreement and/or tenancy agreement for insertion of the parties' addresses in the agreement is not a valid explanation acceptable to the EAA for licensees' failure in providing the addresses of the parties in the agreement as required in the Circulars.

Estate Agents Authority

7 August 2025