

在《專業天地》內，我們會分享近期常見的投訴個案或違規情況，作為對持牌人的提醒。

In *Horizons*, we will share some recent common complaints or malpractice as a reminder to licensees.

監管局調查投訴個案時，發現仍有持牌人安排客戶簽署未有填寫訂約各方地址的臨時買賣協議（「臨時協議」）、臨時租約或正式租約。

監管局提醒持牌人，執業通告編號13-06 (CR)及執業通告編號15-04 (CR)（「相關執業通告」）要求持牌人於臨時協議、臨時租約及正式租約內提供訂約各方的地址。如未有遵從，即表證上違反了相關執業通告的有關要求。如持牌人未有於臨時協議、臨時租約及／或正式租約內填寫訂約各方的地址，持牌人應能夠解釋其已盡力爭取，並證明其偏離該要求／標準是合理的。

為保障持牌人在被投訴或發生爭議時的利益，若有訂約方於提供其地址以供填寫臨時協議、臨時租約及／或正式租約一事上不合作（「不合作訂約方」），持牌人宜取得由訂約各方簽署的書面確認，並述明：(i)持牌人已要求不合作訂約方提供其地址以填寫於協議／合約內，惟該訂約方拒絕提供；(ii)在安排訂約各方訂立有關的協議／合約前，持牌人已向另一訂約方解釋若發生爭議，將無法找到不合作訂約方的風險；及(iii)儘管協議／合約內缺少不合作訂約方的地址，訂約各方仍決定按照協議／合約繼續進行交易。此外，持牌人亦應注意，臨時協議、臨時租約及／或正式租約內沒有空間或沒有足夠空間供填寫訂約各方的地址不會被監管局接受為持牌人未能按相關執業通告的規定在協議／合約內提供訂約各方地址的有效解釋。

監管局已於2025年8月7日向持牌人發出相關的致持牌人函件。監管局亦藉此再次提醒持牌人遵從相關執業通告要求，以免被紀律處分。

When investigating complaints cases, the EAA found that some licensees had still arranged for clients to sign provisional agreements for sale and purchase (“provisional agreement”), provisional tenancy agreements and tenancy agreements without stating the parties’ 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 every effort to do so and the reasons that justify their departure from such a 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. Moreover, licensees should also note that 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.

The EAA issued a related Letter to Licensees on 7 August 2025, and hereby reminds licensees again to comply with the requirement in the Circulars to avoid disciplinary action.