

Residential Properties (First-hand Sales) Ordinance

Frequently Asked Questions and Answers (FAQs)

FAQs on Viewing of Property in Completed Development

FAQs are not guidelines. They aim to facilitate the trade to understand how the Sales of First-hand Residential Properties Authority (SRPA) looks at specific provisions of the Residential Properties (First-hand Sales) Ordinance (Ordinance).

Users of the FAQs should not rely on the information in the FAQs as professional legal advice and are strongly advised to seek legal or other professional advice should there be doubts about the application of the Ordinance in individual circumstances. Whilst every effort has been made to ensure the accuracy of the FAQs, the SRPA shall not be responsible for any liability howsoever caused to any person by the use or reliance on the FAQs.

Q1.1 Section 44 of the Ordinance requires that before the specified residential property is sold to a person, the vendor must make the residential property available for viewing by the person. Does it mean that the vendor has to arrange the residential property be viewed by the public before the property is “offered to be sold”?

A1.1 If a vendor has, before the signing of the preliminary agreement for sale and purchase (PASP), arranged that particular purchaser to view the property in question, he is considered as having complied with the requirement under section 44(1) of the Ordinance.

If the vendor has offered to arrange the purchaser to view the property but the latter has declined the offer, the vendor may, to safeguard his interest, ask the purchaser to confirm in writing that he/she has declined the offer from the vendor to view the property.

Q1.2 According to section 44 of the Ordinance, if it is not reasonably practicable for the vendor to arrange the specified residential property to be viewed by the potential purchaser, he should arrange a comparable unit for viewing. What does it mean by “comparable”?

A1.2 The purpose of section 44 of the Ordinance is that a prospective purchaser should be able to view the subject property (or a comparable property) before signing the Preliminary Agreement for Sale and Purchase. The meaning of “comparable property” should be construed in that context. The size, the layout, the view and the floor at which the residential property is located should be taken into account in identifying the comparable property.

Sales of First-hand Residential Properties Authority
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