

**Cases of landlords suspected of breaching Part IVA of  
the Landlord and Tenant (Consolidation) Ordinance identified by  
the Rating and Valuation Department  
(As at 31 December 2022)**

Nature	Number of Cases
Landlord suspected of not submitting the Notice of Tenancy (Form AR2) to the Rating and Valuation Department (RVD) within 60 days after the term of tenancy commences according to the Landlord and Tenant (Consolidation) Ordinance (the Ordinance)	899
Landlord suspected of breaching the requirements set out in the Ordinance <sup>1</sup> when requiring the reimbursement of the apportioned water/electricity charges	183
Landlord suspected of requiring the tenant to pay any money other than the types permitted by the Ordinance <sup>2</sup>	14
Landlord suspected of providing false or misleading particulars to RVD	1
Landlord suspected of not providing the tenant with a rent receipt within 7 days after receiving the rent according to the requirement of the Ordinance	1
<b>Total</b>	<b>1 098</b>

<sup>1</sup> According to section 120AAZM of the Ordinance, when a landlord of a regulated tenancy requires the tenant to pay for the reimbursement of the charges for any of the specified utilities and services (including water and electricity charges) as a separate payment from rent, the landlord must produce to the tenant copies of the bills and an account in writing showing how the amounts under the bills are apportioned and that the aggregate of the apportioned amounts does not exceed the amounts under the bills. The landlord commits an offence if the landlord does not fulfill the relevant responsibilities.

<sup>2</sup> According to section 120AAZL of the Ordinance, a landlord of a regulated tenancy commits an offence if the landlord requires the tenant to pay, or the landlord otherwise receives from the tenant, any money in relation to the tenancy other than those falling within the following types –

- (a) specified rent;
- (b) specified rental deposits;
- (c) reimbursement of charges for any of the specified utilities and services payable by the tenant under the tenancy; and
- (d) damages for the tenant's breach of the tenancy.