

NORTHERN TERRITORY OF AUSTRALIA

HOUSING (CONCESSIONAL LOANS) REGULATIONS

As in force at 17 March 2004

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NORTHERN TERRITORY OF AUSTRALIA

This reprint shows the Regulations as in force at 17 March 2004. Any amendments that commence after that date are not included.

HOUSING (CONCESSIONAL LOANS) REGULATIONS

Regulations under the *Housing Loans Act*

1 Citation

These Regulations may be cited as the *Housing (Concessional Loans) Regulations*.

2 Loans scheme

Financial assistance may be granted by the Trustee towards the cost of purchasing land on which a dwelling house is to be erected, or purchasing or erecting or enlarging a dwelling house, or completing the erection of a partially erected dwelling house (whether by way of repairs or modifications or otherwise), or of discharging mortgages on land or a dwelling house occupied by the person receiving such financial assistance, in accordance with the scheme details of which are set out in the Schedule.

Schedule Details of Housing (Concessional Loans) Scheme

regulation 2

1. In this scheme, unless the contrary intention appears:

Darwin Reconstruction Commission means the body of that name established under the *Darwin Reconstruction Act 1975*.

dwelling house means a single unit of accommodation, and includes a substantially completed single unit of accommodation.

lease means an agricultural lease or miscellaneous lease granted under the Crowns Lands Ordinance or a lease granted under the *Darwin Town Area Leases Ordinance*, and **lessee** has a corresponding meaning.

2. Where in this scheme a reference is made to land, that reference shall be construed as a reference to land situated within 40 kilometres of the building known as the Darwin Post Office, and a reference to a right to a Crown lease shall be construed as a right to a Crown lease of land.

- 3.(1) A loan will not be made to a person who, or whose spouse or de facto partner, has already been granted a loan under this scheme.

- (2) In subclause (1), **de facto partner** means:

- (a) in relation to a man – a woman who is living with him as his wife on a bona fide domestic basis although not married to him; and
- (b) in relation to a woman – a man who is living with her as her husband on a bona fide domestic basis although not married to her.

4. A person is not eligible to be an applicant for a loan unless, on 24 December 1974:

- (a) he was the owner or lessee of land on which was situated a dwelling house occupied as a home by the applicant;
- (b) he was the owner or lessee of land, the possessor of a **right to a Crown lease** within the meaning of section 116A of the Crown Lands Ordinance, or the holder of a contractual right to acquire land or a lease of land, and has proved to the satisfaction of the Trustee that he then intended to construct a dwelling house on that land within a reasonable time after

24 December 1974, or had commenced construction of a dwelling house on that land, with the intention of occupying that dwelling house as his home upon completion; or

- (c) he had commenced negotiations for the purchase of a specific parcel of land or a lease of a specific parcel of land on which there was situated a dwelling house which he intended to occupy as his home.

5. A person shall not be granted a loan unless:

- (a) he satisfies the Trustee that he intends to occupy the dwelling house in respect of which the application is made as his principal place of residence as soon as practicable after the loan is made; and
- (b) the existence or construction of the dwelling house in respect of which the application is made does not conflict with any town planning or zoning requirements in respect of the land.

6.(1) Subject to sub-clause (2) of this clause, the maximum amounts of loans under this scheme shall be \$42,000 or such other amount as is determined from time to time by the Trustee, having regard to the average price for the erection of a 3 bedroom dwelling house in contracts entered into by the Darwin Reconstruction Commission.

(2) The maximum amount shall be reduced by the difference between:

- (a) the amount, if any, paid or payable under any policies of insurance and all payments of compensation made pursuant to the *Darwin Cyclone Damage Compensation Act 1975* which have been received by the applicant or any co-owner or which the applicant or any co-owner is entitled to receive in respect of loss or damage to any dwelling house and other fixtures appurtenant or adjacent thereto (including out-buildings) such loss or damage being occasioned by or as a consequence of Cyclone Tracy; and
- (b) the amount paid out or required to pay out any mortgage or other debt secured over the land on which the dwelling house is or was situated.

7. Applications for a loan shall be on the form approved by the Trustee.

8. Plans and specifications for any dwelling house or any work for a dwelling house must be approved by the appropriate authority, whether under the *Darwin Reconstruction Act 1975* or the *Building Ordinance*, and shall be submitted to the Trustee prior to any approval being given for a loan under this scheme.

9. An applicant shall pay all fees, charges and expenses necessary to have the land which is to be mortgaged or the applicant's interest therein, vested in the applicant, and for the discharge of any existing mortgages charges or encumbrances and for the registration of a mortgage or transfer.
10. The borrower shall execute a mortgage to the Trustee over all his interest in the land in the form approved by the Trustee, the mortgage being subject to such covenants, conditions and provisions as the Trustee determines.
11. The borrower shall pay interest in the manner provided in the mortgage at the rate of 6 per cent per annum on the outstanding amount of the loan from time to time, computed from the day when the loan or part of the loan is advanced or made available for the borrower.
12. The loan shall be repaid over such period not exceeding 45 years, as is determined from time to time by the Trustee, the repayments of principal and interest being in equal monthly instalments.
13. The Trustee may advance the loan in such instalments as he determines.
14. The first monthly repayment of principal and interest is payable on the first day of the second month following the month in which the loan or the last instalment of the loan is advanced or made available to the borrower.
15. The borrower will be entitled, on any day on which a repayment instalment is payable, to repay the whole of his indebtedness or to repay in addition to the repayment instalment, an amount of \$10 or any multiple of \$10. Interest will be allowed on any amount so repaid at the rate aforesaid, but the borrower will not be relieved from his obligation to pay the monthly instalments on the due date for payment thereof.
16. During the continuance of the loan, the borrower shall duly and punctually pay or cause to be paid all existing and future rates, taxes, charges, impositions, assessments and outgoings becoming due upon or in respect of the land and shall well and substantially repair and keep in good and tenantable repair, order and conditions all buildings and other improvements then or thereafter to be erected or built thereon.
17. The borrower shall insure and keep insured with an insurance company approved by the Trustee, to their full insurable value in the joint names of the borrower and the Trustee, all buildings then or thereafter erected on the land, against loss or damage by fire,

storm and tempest and such risks as may be required from time to time by the Trustee, and will lodge the insurance policy and receipts for periodical renewal with the Trustee.

18. The borrower shall personally use and occupy the mortgaged land as a home and shall not without the previous consent in writing of the Trustee, transfer, convey, assign, lease, surrender, mortgage, charge, part with possession, or otherwise deal with or dispose of the mortgaged land or any part thereof. Any consent by the Trustee shall be subject to such terms and conditions as the Trustee thinks fit.
19. The borrower shall obtain a surveyor's certificate showing that all buildings that appear to be within the boundaries of the land to be mortgaged are within those boundaries. If it is proposed to erect a dwelling house on the land, the certificate must be obtained when the foundations have been laid.
20. In addition to any other discretion the Trustee may have, he shall have discretion to refuse a loan in respect of land which, in his opinion is subject to inundation by water in the event of a cyclone.

ENDNOTES

1 KEY

Key to abbreviations

amd = amended	od = order
app = appendix	om = omitted
bl = by-law	pt = Part
ch = Chapter	r = regulation/rule
cl = clause	rem = remainder
div = Division	renum = renumbered
exp = expires/expired	rep = repealed
f = forms	s = section
Gaz = <i>Gazette</i>	sch = Schedule
hdg = heading	sdiv = Subdivision
ins = inserted	SL = Subordinate Legislation
lt = long title	sub = substituted
nc = not commenced	

2 LIST OF LEGISLATION

Housing (Concessional Loans) Regulations (SL No. 23, 1975)

Notified	28 November 1975
Commenced	28 November 1975

De Facto Relationships (Miscellaneous Amendments) Act 1991 (Act No. 82, 1991)

Assent date	24 December 1991
Commenced	1 January 1992

Law Reform (Gender, Sexuality and De Facto Relationships) Act 2003 (Act No. 1, 2004)

Assent date	7 January 2004
Commenced	17 March 2004 (Gaz G11, 17 March 2004, p 8)

3 LIST OF AMENDMENTS

sch amd Act No. 82, 1991, s 12(1); Act No. 1, 2004, s 63