

**NORTHERN TERRITORY OF AUSTRALIA**

**RESIDENTIAL TENANCIES REGULATIONS**

As in force at 1 July 2009

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# NORTHERN TERRITORY OF AUSTRALIA

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As in force at 1 July 2009

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## RESIDENTIAL TENANCIES REGULATIONS

### Regulations under the *Residential Tenancies Act*

#### 1 Citation

These Regulations may be cited as the *Residential Tenancies Regulations*.

#### 2 Commencement

These Regulations come into operation on the commencement of the *Residential Tenancies Act 1999*.

#### 3 Definitions

In these Regulations, unless the contrary intention appears:

***infringement notice*** means an infringement notice issued in pursuance of these Regulations.

***offence*** means an offence against a provision of the Act that is specified in column 1 of Schedule 1.

***offender*** means a person who the Commissioner reasonably believes has committed an offence.

#### 4 Act not to apply to certain boarders and lodgers

The Act does not apply to a tenancy agreement under which board or lodging is provided, except such an agreement in relation to a person who:

- (a) boards or lodges in a residence from week to week or for more than a week; and
- (b) is one of 3 or more persons (other than the landlord, a member of the landlord's family or a caretaker of the residence) who boards or lodges at the residence.

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#### **4A Act not to apply to North Flinders International House**

The Act does not apply to a tenancy agreement under which a person is granted a right to occupy part of North Flinders International House for the purpose of residency.

#### **5 Issuing of infringement notices**

If the Commissioner has reason to believe that an offence has been committed, he or she may serve an infringement notice on the offender.

#### **6 Particulars to be shown on infringement notice**

An infringement notice is to have clearly shown on it:

- (a) the name of the offender, if known;
- (b) the date, time and place of the offence;
- (c) the nature of the offence and the penalty payable in accordance with regulation 7;
- (d) the place or places at which the penalty may be paid;
- (e) the date of the infringement notice and a statement that the penalty may be paid within 28 days after that date; and
- (f) a statement to the effect that, if the appropriate amount specified in the infringement notice as the penalty for the offence is tendered at a place referred to in the notice within the time specified in the notice, no further action will be taken.

#### **7 Penalty payable**

The penalty payable for the purposes of these Regulations for an offence against a provision of the Act specified in column 1 of Schedule 1 is the number of penalty units specified opposite the provision in column 2.

#### **8 Payment before expiry date of infringement notice**

- (1) If the total amount of the penalty specified in an infringement notice is paid in accordance with the notice, the offender is to be taken to have expiated the offence by paying the penalty and no further proceedings are to be taken in respect of the offence.
- (2) If the amount of a penalty specified in an infringement notice is paid by cheque, the amount is not to be taken to have been paid unless the cheque is cleared on presentation.

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**9 General**

Nothing in these Regulations:

- (a) prevents more than one infringement notice being served in relation to the same offence but it is sufficient for the application of regulation 8 to a person on whom more than one notice has been served for the person to pay the amount of the penalty in accordance with any one of the notices;
- (b) prejudices or affects (except as provided by regulation 8) proceedings being instituted or prosecuted, or limits the penalty that may be imposed by a court, in relation to an offence; or
- (c) is to be construed as requiring an infringement notice to be served or as affecting the liability of a person to be prosecuted in a court in relation to an offence in respect of which an infringement notice has not been served.

**10 Prescribed residential tenancy agreement**

For the purposes of section 19(4) of the Act, the tenancy agreement set out in Schedule 2 is prescribed.

**10A Prescribed information in notice of intention to terminate tenancy agreement for failing to pay rent**

A notice under section 96A of the Act must include the following information, in addition to any other information required by the section:

- (a) the date the obligation to pay rent commenced;
- (b) the current rent payable;
- (c) the frequency that rent is payable;
- (d) the date on which rent was last paid;
- (e) the amount of rent that was last paid;
- (f) the date that rent will be next payable after the breach is remedied.

**11 Form**

For the purposes of section 109(3) and (4) of the Act, the form in Schedule 3 is prescribed.

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**Schedule 1 Offences and penalties**

regulations 3 and 7

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Column 1 – Section	Column 2 – Penalty Units
19(2) and (3)	4
23	4
24(1)	4
29(1), (4) and (5)	4
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36(1)	4
37(1) and (2)	4
39(1), (2) and (3)	4
43(1)	4
44(1)	4
53(2)	4
81(1)	4
109(1)	10
109(3), (4), (6) and (8)	4
112(2)	4
117	4
118(2) and (3)	4
142(3)	10
149	4
156(1) and (2)	4

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## **Schedule 2 Residential tenancy agreement**

regulation 10

1. Compliance with Act

The landlord and the tenant must comply with the provisions of the Act.
2. Period of tenancy and payment of rent
  - (1) Subject to the Act, the tenancy to which this agreement relates is:
    - (a) if the landlord and the tenant agreed to a tenancy for a fixed term – a tenancy for the term agreed to; or
    - (b) if the landlord and the tenant intended that the tenancy be other than for a fixed term – a periodic tenancy.
  - (2) The tenant must pay, before each rental payment period in respect of the premises to which this agreement relates, the amount of rent, if any, agreed at the beginning of the tenancy between the landlord and the tenant to be payable in respect of the rental payment period.
  - (3) The tenant must pay the rent, if any, in the manner, and at the place, agreed between the landlord and the tenant.
3. Vacant possession etc.
  - (1) The tenant is entitled to vacant possession of the premises on and from the day the tenancy begins.
  - (2) Subclause (1) does not apply in relation to a part of the premises in respect of which a right to exclusive possession is not given under this agreement.
  - (3) There is no legal impediment to the tenant's occupation of the premises as a place of residence for the period of the tenancy that the landlord knew of, or ought to have known of, when entering this agreement.
4. Quiet enjoyment
  - (1) The tenant is entitled to quiet enjoyment of the premises without interruption by the landlord or a person claiming under the landlord or with superior title to the landlord's title.

- (2) The landlord will not cause an interference with the reasonable peace or privacy of the tenant in the tenant's use of the premises.
5. Entry only permitted in accordance with Act

The landlord may only enter the premises or ancillary property in accordance with the provisions of the Act.
6. Landlord's duties in relation to condition of premises

The landlord must ensure that the premises and ancillary property:

  - (a) are habitable;
  - (b) meet all health and safety requirements specified under an Act that apply to residential premises of the ancillary property; and
  - (c) are reasonably clean when the tenant enters into occupation of the premises.
7. Tenant's duties in relation to condition of premises
  - (1) The tenant will not maintain the premises and ancillary property in an unreasonably dirty condition, allowing for reasonable wear and tear.
  - (2) The tenant must notify the landlord of any damage or apparent potential damage to the premises or ancillary property, other than damage of a negligible kind.
  - (3) The tenant must not intentionally or negligently cause or permit damage to the premises or ancillary property.
  - (4) If the premises are a unit within the meaning of the *Unit Titles Act* or *Unit Title Schemes Act*, the tenant must not intentionally or negligently cause or permit damage to the common property within the meaning of that Act.
8. Alteration of premises or ancillary property
  - (1) The tenant must not, without the landlord's written consent or otherwise than in accordance with the Act, make an alteration or addition to the premises or ancillary property.
  - (2) The tenant may remove a fixture affixed to the premises by the tenant unless its removal would cause damage to the premises or ancillary property.



- (3) If the tenant causes damage to the premises or ancillary property by removing or installing a fixture, the tenant must:
    - (a) notify the landlord; and
    - (b) at the option of the landlord, have the damage repaired or compensate the landlord for the reasonable cost of repairing the damage.
9. Landlord's obligation to repair
  - (1) Subject to the provisions of Part 7 of the Act, the landlord must ensure that the premises and ancillary property are in a reasonable state of repair when the tenant enters into occupation of the premises.
  - (2) Subject to the provisions of Part 7 of the Act, the landlord must maintain the premises and ancillary property in a reasonable state of repair, having regard to their age, character and prospective life.
10. Tenant to notify landlord if repairs required
  - (1) Subject to the provisions of Part 7 of the Act, if the premises or ancillary property require repair or maintenance, other than repair or maintenance of a negligible kind, the tenant is, as soon as reasonably practicable after becoming aware of the need for the repairs or maintenance, to notify the landlord orally or in writing of the requirement.
  - (2) For the purposes of subclause (1), "ancillary property" includes gardening or watering equipment or other chattels provided in relation to a garden but does not include vegetation, other than a tree that poses a risk to a person's safety.
11. Tenant's responsibilities at end of tenancy

At the end of the tenancy, the tenant must give the premises and ancillary property back to the landlord:

  - (a) in a reasonable state of repair; and
  - (b) in a reasonably clean condition,

allowing for reasonable wear and tear.
12. Landlord's duties in relation to security of premises
  - (1) The landlord will take reasonable steps to provide and maintain the locks and other security devices that are necessary to ensure the premises and ancillary property are reasonably secure.

(2) The landlord must not:

- (a) alter or remove a lock or security device on the premises or ancillary property; or
- (b) add a lock or security device to the premises or ancillary property,

without the consent of the tenant.

(3) If the landlord:

- (a) alters a lock or security device on the premises or ancillary property; or
- (b) adds a lock or security device to the premises or ancillary property,

without the consent of the tenant, the landlord will provide to the tenant a key to the lock or security device as soon as practicable after the alteration or the addition, unless the tenant consents to the landlord doing otherwise.

13. Tenant's duties in relation to security of premises

(1) The tenant will not, without reasonable excuse:

- (a) alter or remove a lock or security device on the premises or ancillary property; or
- (b) add a lock or security device to the premises or ancillary property,

without the consent of the landlord.

(2) If the tenant:

- (a) alters a lock or security device on the premises or ancillary property; or
- (b) adds a lock or security device to the premises or ancillary property,

without the consent of the landlord, the tenant will provide a key to the lock or security device as soon as practicable after the alteration or the addition, unless the landlord consents to the tenant doing otherwise.

14. Tenant to notify if premises to be vacant for more than 30 days
- The tenant must notify the landlord before the premises are left unoccupied for more than 30 days.
15. Use of premises and ancillary property
- (1) The tenant must not use the premises or ancillary property, or cause the premises or ancillary property to be used, for an illegal purpose.
  - (2) The tenant must not cause or permit a nuisance on the premises, ancillary property or on land adjacent to or opposite the premises.
  - (3) The tenant must not cause or permit ongoing or repeated interference with the reasonable peace or privacy of another person in the other person's use of premises or land in the immediate vicinity of the premises.
16. Assignment or subletting of premises
- (1) Subject to the provisions of Part 7 of the Act, the tenant may assign the tenant's interest in this agreement or sublet the premises to a person with the oral or written consent of the person.
  - (2) The tenant must not assign the tenant's interest in this agreement or sublet the premises unless:
    - (a) the landlord gives his or her written consent; or
    - (b) the landlord is to be taken under section 79 of the Act to have consented to the assignment
  - (3) This clause does not apply to a tenancy under the *Housing Act*.
17. Vicarious liability of tenant
- If a person (other than a co-tenant) who, while on the premises with the consent of the tenant, performs or omits to perform an act that, if it had been an act or omission of the tenant, would have been a breach of this agreement, the tenant is responsible under this agreement for the act or omission for the purposes of the Act.
18. Tenant not to give false information
- The tenant must not give the landlord:
- (a) information about the tenant's identity that is material to the landlord's decision to enter into this agreement and that is, to the knowledge of the tenant, false; or

- (b) any other information, required by or under the Act to be given in relation to this agreement, that is, to the knowledge of the tenant, false.

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**Schedule 3**

regulation 11

*Residential Tenancies Act*

section 109(3) and (4)

**NOTICE BY LANDLORD OF STORAGE OF GOODS**

To: *(name of person to whom notice is addressed)*

Of: *(address)*

Re: Goods left at residential premises at the following address:

.....

Details of relevant residential tenancy agreement:

1. Name of tenant:.....
2. Date tenancy terminated:...../...../.....

The following goods were left on the premises: *(specify goods, other than perished or perishable foodstuffs or goods of a value less than a fair estimate of the cost of their removal, storage and sale)*

These goods have been stored in a safe place and manner.

If you are entitled to possession of the goods, you may reclaim the goods by paying to me:

- (a) the reasonable costs of removing and storing the goods; and
- (b) the reasonable costs of publishing this notice of the storage of goods in a newspaper circulating generally throughout the Territory.

If the goods are not reclaimed on or before ...../...../.....(being 30 days after the day on which I took possession of the premises), the goods will be sold by public auction. I will then retain from the proceeds of sale various costs and amounts owed to me.

These costs and amounts are:

- (a) the reasonable costs of removing, storing and selling the goods;
- (b) the reasonable costs of publishing this notice of the storage of goods in a newspaper circulating generally throughout the Territory;

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(c) the amounts owed to the landlord under the tenancy agreement.

Signed:.....  
(Landlord/Agent)

Full name of Landlord/Agent.....  
and address.....

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**ENDNOTES**
**1****KEY**

Key to abbreviations

**amd = amended**  
**app = appendix**  
**bl = by-law**  
**ch = Chapter**  
**cl = clause**  
**div = Division**  
**exp = expires/expired**  
**f = forms**  
**Gaz = Gazette**  
**hdg = heading**  
**ins = inserted**  
**lt = long title**  
**nc = not commenced**

**od = order**  
**om = omitted**  
**pt = Part**  
**r = regulation/rule**  
**rem = remainder**  
**renum = renumbered**  
**rep = repealed**  
**s = section**  
**sch = Schedule**  
**sdiv = Subdivision**  
**SL = Subordinate Legislation**  
**sub = substituted**

**2****LIST OF LEGISLATION*****Residential Tenancies Regulations (SL No. 12, 2000)***

Notified	1 March 2000
Commenced	1 March 2000 (r 2, s 2 <i>Residential Tenancies Act 1999</i> (Act No. 45, 1999) and <i>Gaz G8</i> , 1 March 2000, p. 2)

***Amendment of Residential Tenancies Regulations (SL No. 26, 2003)***

Notified	30 April 2003
Commenced	30 April 2003

***Residential Tenancies Amendment Regulations 2005 (SL No. 21, 2005)***

Notified	31 May 2005
Commenced	31 May 2005

***Unit Title Schemes Act 2009 (Act No. 14, 2009)***

Assent date	26 May 2009
Commenced	pt 2.3, div 3, sdiv 4 and s 135 (to ext ins s 54C): 1 January 2010; s 111: 1 July 2010; rem: 1 July 2009 (s 2, <i>Gaz S30</i> , 26 June 2009, p 1, s 2 <i>Land Title and Related Legislation Amendment Act 2008</i> (Act No. 3, 2008) and <i>Gaz S30</i> , 26 June 2009, p 1)

**3****LIST OF AMENDMENTS**

r 4A	ins No. 26, 2003
r 10A	ins No. 21, 2005, r 3
sch 2	amd Act No. 14, 2009, s 184