



NORTHERN TERRITORY OF AUSTRALIA

No. 37 of 1982

AN ACT

To amend the *Tenancy Act*

[Assented to 28 June 1982]

BE it enacted by the Legislative Assembly of the Northern Territory of Australia, with the assent as provided by the *Northern Territory (Self-Government) Act 1978* of the Commonwealth, as follows:

1. SHORT TITLE

This Act may be cited as the *Tenancy Amendment Act (No. 2) 1982*.

2. PRINCIPAL ACT

The *Tenancy Act* is in this Act referred to as the Principal Act.

3. INTERPRETATION

Section 4 of the Principal Act is amended -

(a) by omitting paragraph (h) from the definition of "premises" in sub-section (1); and

(b) by adding at the end thereof the following:

"(3) Notwithstanding the definition of 'premises' in sub-section (1), this Act shall not apply to -

(a) caravans and demountable buildings used for residential purposes; or

(b) the land upon which a caravan or demountable building is sited,

where the Commissioner considers that the person occupying the caravan or demountable building is a tourist or a short term tenant."

Tenancy Amendment (No. 2)

4. PREMIUMS, &c., NOT TO BE DEMANDED OR PAID

Section 37(3) of the Principal Act is amended -

- (a) by inserting after "sub-lessee" the words "or his assignee"; and
- (b) by omitting "reasonable interest on the capital used" and substituting "reasonable return on the funds involved".

5. SECURITY DEPOSITS MAY BE PAID TO LAND AGENT, &c.

Section 39(8) of the Principal Act is amended by omitting "under this section".

6. NEW SECTION

The Principal Act is amended by inserting after section 55A the following:

"55B. LESSEE'S RIGHT OF ASSOCIATION

"(1) A lessor who refuses to -

- (a) renew a lease of premises (whether or not the right to renew was a condition of the lease); or
- (b) who purports to exercise a power or right to terminate a lease of premises,

for the reason that the lessee has joined or is or was a member of -

- (c) in the case of premises leased principally for business purposes - a body or association of persons the objects of which include the mutual advancement of their business interests, whether in relation to that business carried on on those premises or elsewhere; and
- (d) in the case of premises leased for residential purposes - a body or association of tenants, the objects of which include the advancement or preservation of their mutual interests, whether or not exclusively in relation to those premises,

or who threatens or otherwise indicates that he will refuse to renew a lease of those premises if the lessee joins or becomes a member of such a body or association, is guilty of an offence.

Penalty: In relation to premises referred to in paragraph (a) - \$100,000.

In relation to premises referred to in paragraph (b) - \$10,000.

Tenancy Amendment (No. 2)

"(2) A condition of a lease of premises which provides that the lease is or may be terminated, or that the lessee will suffer any other detriment under the lease, if he joins or becomes a member of a body or association of a kind referred to in sub-section (1), whether that lease was entered into before or after the date on which this section came into operation, is void and of no effect."
