



ANNO SEXTO

**GEORGII VI REGIS.**

A.D. 1942.

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**No. 33 of 1942.**

An Act to provide for the control during the present war of the rents of premises used for the purposes of residence, and for incidental and other purposes.

[Assented to 26th November, 1942.]

BE IT ENACTED by the Governor of the State of South Australia, with the advice and consent of the Parliament thereof, as follows :

## PART I.

PART I.

## PRELIMINARY.

1. (1) This Act may be cited as the " Landlord and Tenant (Control of Rents) Act, 1942 ".

Short title and commencement.

(2) This Act shall come into operation on a day to be fixed by proclamation.

2. The provisions of this Act are arranged as follows :—

Arrangement of Act.

PART I.—Preliminary.

PART II.—Administration.

PART III.—Control of rents.

PART IV.—Miscellaneous.

3. The Increase of Rent (War Restrictions) Act, 1939, the Increase of Rent (War Restrictions) Act Amendment Act, 1940, and the Increase of Rent (War Restrictions) Act Amendment Act, 1941, are repealed.

Repealing provision.

4. In this Act, unless the context otherwise requires—

Interpretation.

“ dwelling-house ” means any premises leased for the purpose of residence, and includes—

(a) any part of any premises leased separately for the purposes of residence ; ~~and~~

(b) the premises of any lodging-house,

but does not include—

(c) any premises licensed under the Licensing Act, 1932-1936; or

(d) any premises ordinarily leased for holiday purposes only; or

(e) the premises of any grazing area, farm, orchard, market garden or dairy farm :

“ lease ” includes every contract for the letting or sub-letting of any premises, whether the contract is made orally, in writing, or by deed, and includes a contract for the letting or subletting of any premises together with the use of furniture or other goods :

“ lessor ” and “ lessee ” mean the parties to a lease and respectively include—

(a) a mesne lessor and mesne lessee ; and

(b) a sub-lessor and a sub-lessee :

“ local court ” means a local court of full jurisdiction :

“ rates ” means any charges levied by the Commissioner of Waterworks or the Commissioner of Sewers or by any municipal council or district council :

“ rent ” means the actual rent payable under a lease, and includes—

(a) the value to the lessor of any covenants, conditions or other provisions of, or relating to, the lease to be performed by the lessee other than covenants, conditions, and provisions usually entered into by a lessee ;

(b) any rates or taxes (other than excess water rates) payable by the lessee in respect of the premises to which the lease relates ;

(c) any amount payable by the lessee to the lessor for the use of any furniture or other goods in connection with the letting of the premises to which the lease relates ;

(d) any amount payable by the lessee to the lessor in respect of the supply of any electricity,

gas, water, fuel, or other domestic commodity in connection with the letting of the premises to which the lease relates or in respect of any sanitary service for such premises ;

(e) any amount payable by the lessee to the lessor for the use of any fittings in the premises to which the lease relates or, if the lease relates to a part of any premises, any amount payable by the lessee to the lessor for the use of any fittings in any other part of the premises ; and

(f) if the lease relates to a part of any premises, any amount payable by the lessee to the lessor for the use of any other part of the premises :

“ tax ” includes any tax, whether on land or income derived from land, which is imposed by any Act of the State or the Commonwealth :

“ trust ” means the South Australian Housing Trust constituted under the South Australian Housing Trust Act, 1936-1940.

5. (1) This Act shall apply to the following premises :—

Premises to which Act is to apply.

i. Any dwelling-house :

ii. Any part of any dwelling-house which is separately leased :

iii. Any part of any dwelling-house which is separately leased and the lease of which provides for the use by the lessee of any other part of the dwelling-house or any fittings therein :

iv. Any premises a substantial part of which is leased for the purposes of residence and the remaining part of which is leased for the purposes of being used as a shop, storeroom, workshop, stable, or any similar purpose.

(2) In this Act the term “ premises to which this Act applies ” shall include a reference to any such premises as are described in subsection (1) and shall also include a reference to any land or appurtenances leased with such premises.

See 5/48  
See 4

Exemptions from Act.

6. (1) The provisions of this Act shall not apply—
- (a) to any premises let by the Government of the Commonwealth or the State or any instrumentality of any such Government ;
  - (b) to any premises let by the trust ; or
  - (c) to any premises during the time any notice fixing the maximum rental thereof is in force under Part VII. of the Housing Improvement Act, 1940.

(2) Nothing in this Act shall be deemed to apply to or affect any covenant in any mortgage whereby the mortgagor attorns tenant to the mortgagee.

Duration of operation of Act.

7. (1) This Act shall continue in operation until six months after the termination of the present war but the expiration of this Act shall not render recoverable any rent which during the continuance of this Act was irrecoverable nor affect the right of any lessee to recover any sum which during the continuance of this Act was under this Act recoverable by him.

(2) In this section "the present war" means the war in which His Majesty was engaged at the passing of this Act ; and for the purposes of this Act the present war shall be deemed to continue until the day on which a proclamation is issued by the Governor-General declaring that that war has ceased.

Construction of Act.

8. This Act shall be read and construed subject to the Commonwealth of Australia Constitution Act, and so as not to exceed the legislative power of the State, to the intent that where any enactment of this Act would, but for this section, have been construed in excess of that power it shall, nevertheless, be a valid enactment to the extent to which it is not in excess of that power.

PART II.

PART II.

ADMINISTRATION.

Administration of Act.

9. The provisions of this Act shall be administered by the trust.

Protection of members of trust.

10. (1) No matter or thing done by the trust or by any member, officer, inspector, or servant of the trust or by any other person whomsoever acting under the direction or authority of the trust or of this Act shall, if the matter or thing was done *bona fide* for the purpose of executing this Act, subject them or any of them personally to any action, liability, claim or demand whatsoever.

(2) Any expense incurred by the trust or any such member, officer, inspector, servant or person acting as aforesaid shall be deemed to be an expense authorized by this Act.

11. (1) The trust may appoint such officers, inspectors, and servants as are necessary for the administration of this Act. Appointment of officers.

(2) Any such officer, inspector, or servant shall not, as such, be subject to the Public Service Act, 1936-1941.

(3) With the approval of the Minister administering any department of the public service, the trust may, for the purposes of the administration of this Act, employ or use the services of any person employed in that department upon any terms and conditions which are agreed upon between that Minister and the trust. Notwithstanding subsection (2), any such person shall continue for all purposes to be a member of the public service.

12. The moneys necessary for the administration and the expenses of this Act shall be paid out of moneys provided by Parliament for the purpose. Expenses of administration.

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### PART III.

PART III.

#### CONTROL OF RENTS.

13. (1) Notwithstanding any term, condition or covenant in any lease in force at any time after the passing of this Act, the rent payable by the lessee of any premises to which this Act applies, in respect of any period after the passing of this Act and during the continuance of this Act shall, unless the rent is fixed by the trust or a local court as provided by this Act, not exceed the following rent :— Pegging of rents.

- i. If the premises were let at the first day of August, nineteen hundred and forty-two, the rent shall not exceed the rent lawfully payable in respect thereof at the first day of August, nineteen hundred and forty-two :
- ii. If the premises were not let at the first day of August, nineteen hundred and forty-two, the rent shall not exceed the rent lawfully payable in respect thereof

under the lease whereby the premises were first let after the first day of August, nineteen hundred and forty-two.

(2) Any rent in excess of the rent provided to be paid by subsection (1) shall, notwithstanding any change in the ownership or occupation of the premises or any agreement to the contrary, be irrecoverable.

(3) Where the rent of any premises is fixed by virtue of this section, the lessee may, by notice in writing given to the lessor, require him to furnish to the lessee a statement in writing as to what is the rent so fixed as aforesaid. If the lessor fails within fourteen days to furnish a statement as aforesaid he shall be guilty of an offence and liable to a penalty not exceeding ten pounds and if the lessor wilfully furnishes a statement which is false in any material particular, he shall be guilty of an offence and liable to a penalty not exceeding fifty pounds.

(4) Nothing in this section shall affect the operation of any determination of the trust or order of a local court under this Act fixing the rent of any premises to which this Act applies.

**Application to fix rent.**

**14.** (1) The lessor or the lessee under any lease of any premises to which this Act applies may, from time to time, make application in writing to the trust to fix the rent of the premises to which the lease relates.

(2) The trust shall thereupon cause the premises to be inspected for the purpose of fixing the rent thereof.

(3) The trust may, of its own motion, and from time to time, cause any premises to which this Act applies to be inspected for the purpose of fixing the rent thereof.

**Determination of rent.**

**15.** After inspection is made as aforesaid of any premises to which this Act applies and after making such inquiries and obtaining such reports as the trust considers necessary, the trust shall provisionally determine the rent of the premises.

**Notice of determination of rent.**

**16.** After determining the rent of any premises as aforesaid the trust shall give notice in writing of its determination to the lessor and lessee of the premises.

**Objection to determination.**

**17.** (1) Within fourteen days after notice as aforesaid is given to any lessor or lessee, the lessor or lessee, as the case may be, may give notice in writing to the trust that he objects to the amount of the rent determined by the trust. Particulars of the objection shall be given to the trust by the lessor or lessee making the objection within twenty-one days after notice is given to him pursuant to section 16, or within such further

time as the trust considers necessary in the particular case. Any such particulars may be given to the trust in writing or, if the trust thinks fit, by representations made orally to the trust by the lessor or lessee, as the case may be, or some person on his behalf.

(2) The trust, on hearing or considering any objection, shall not be bound by any rules of evidence or procedure but may inform itself in such manner as it thinks fit.

(3) After considering any objection the trust shall finally determine the rent of the premises.

18. (1) If no objection is made as provided by section 17, the trust shall, after the expiration of fourteen days after giving notice as provided by section 16, make a determination fixing the rent of the premises at the amount previously determined by the trust, and shall publish notice thereof in the *Gazette*.

Publication of determination of trust.

Every such determination shall take effect from a date (which shall be a date not earlier than fourteen days after notice was given to the lessor and lessee under section 16) fixed by the trust and stated in the notice thereof.

(2) If any objection is made as provided by section 17, the trust shall, after considering every such objection, make a determination fixing the rent of the premises and shall publish notice thereof in the *Gazette*. Every such determination shall take effect from a date fixed by the trust and stated in the notice thereof. Such date may be any date not earlier than fourteen days after notice was given to the lessor and lessee under section 16.

(3) The trust shall give notice in writing to the lessor and the lessee of every determination made under this section.

19. (1) If objection is made as provided by section 17, and the rent of the premises is subsequently fixed by the trust, the lessor or lessee of the premises may, within fourteen days after the publication of the notice in the *Gazette* mentioned in subsection (2) of section 18, or within such extended time as the court for good cause may allow, apply to the local court of full jurisdiction nearest to the premises for leave to appeal from the determination of the trust.

Appeal to local court.

(2) If leave to appeal is granted by the local court, the person to whom such leave is granted may, within fourteen days of the granting of the leave, appeal from the determination of the trust to the local court of full jurisdiction nearest to the premises. The decision of the local court as to whether or not leave to appeal shall be granted shall be final and conclusive.

(3) Whilst any such appeal is pending, the determination of the trust shall continue in force.

Order by local court.

**20.** (1) The local court shall hear and inquire into the appeal and shall, by its order, fix the rent of the premises. For the purpose of the appeal the local court may do all such matters and things relating thereto and in the same manner and to the same extent as it is empowered to do in the exercise of its ordinary jurisdiction, but no costs shall be allowed on any such appeal. The decision of the local court shall be final and conclusive.

(2) The local court shall, by its order, fix the date from which the order is to take effect. Such date shall be the date from which the determination appealed against came into effect and the order shall take effect from such date.

(3) The clerk of the local court shall transmit a copy of the order to the trust.

(4) The trust shall forthwith publish in the *Gazette* notice of the order and shall give notice in writing of the order to the lessor and the lessee.

Matters to be considered in fixing rent.

**21.** (1) In fixing the rent under this Act of any premises to which this Act applies, the trust or, as the case may be, local court shall fix such rent as the trust or, as the case may be, local court considers to be fair and equitable, and after having regard to—

- (a) the accommodation provided in the premises and the state of repair and the general condition thereof;
- (b) the neighbourhood in which the premises are situated;
- (c) if the lease relates to a part of any premises, the rent (if any) of the whole of the premises;
- (d) if the lease relates to a part of any premises, any rights conferred upon the lessee to the use of any other part of the premises or any fittings therein;
- (e) if the lease provides for payment for the use of furniture or other goods, the value, condition, and suitability of the furniture or goods;
- (f) if the lease provides for any amount to be payable by the lessee to the lessor for any electricity, gas, water, fuel, or other domestic commodity, the reasonable value of the electricity, gas, water, fuel, or other domestic commodity for which payment is to be made;
- (g) any amount which pursuant to the lease the lessee is required to pay or expend for the purposes of the repair, renovation, or improvement of the premises.



(2) If the trust or, as the case may be, the local court is satisfied that by reason of the dirty, harmful, or careless habits or actions of the lessee of any premises to which this Act applies or of any members of his household greater expenditure upon the repair or renovation of the premises has been or will be likely to be necessary than would otherwise be the case, the trust or, as the case may be, the local court, in fixing the rent under this Act of the premises, shall have regard thereto.

(3) If under the lease of any premises to which this Act applies any amount is payable by the lessee to the lessor for the use of any furniture or other goods in connection with the letting of the premises, the trust or, as the case may be, the local court in fixing the rent of the premises shall fix the rent thereof which shall be payable in respect of the premises without the use of the furniture or other goods and shall also fix the rent thereof which shall be payable in respect of the premises including any amount payable for the use of the furniture or other goods.

**22.** Any determination or order under this Act fixing the rent of any premises may fix the rent to be so payable at an amount payable for every week, month, or other period.

Period for which rent may be fixed.

**23.** (1) If the rent of any premises to which this Act applies has been fixed pursuant to this Act by a determination of the trust or an order of a local court, then during any time during which the determination or order fixing the rent is in force, and notwithstanding any change in ownership or occupation of the premises, the rent which shall be payable in respect of the premises shall not exceed that fixed as aforesaid.

Effect of fixing rent

(2) Any amount by which the rent charged in respect of the premises is in excess of the rent fixed as aforesaid shall, notwithstanding any agreement to the contrary, be irrecoverable.

**24.** Where any sum has been paid on account of any rent, being a sum which by virtue of section 13 or section 23 would have been irrecoverable by the lessor, the sum so paid shall, at any time within six months after the date of payment, be recoverable from the lessor who received the payment by the lessee by whom it was paid, and may, without prejudice to any other method of recovery, be deducted by that lessee from any rent payable within such six months by him to such lessor.

Recovery of overpaid rent.

**25.** (1) If the rent of any premises to which this Act applies has been fixed by the trust or a local court pursuant to this Act, no further proceedings under this Act for the fixing of the rent of those premises shall be commenced until after a period of six months from the time the rent was fixed as aforesaid except on the ground that—

Variation of rents.

- (a) by an error or omission, an injustice has been occasioned by the determination or order fixing the rent ;
- (b) since the determination or order fixing the rent came into force, substantial alterations or additions have been made to the premises or, if the lease provides for the use of any furniture or other goods in connection with the letting of the premises, to the furniture or other goods ; or
- (c) since the determination or order fixing the rent came into force, the accommodation provided in the premises has been materially decreased or, if the lease provides for the use of furniture or other goods in connection with the letting of the premises, the furniture or other goods to be so used have been substantially decreased.

(2) Any proceedings to fix the rent of any premises the rent of which has been previously fixed by the trust or a local court pursuant to this Act shall be had and determined in manner provided by this Act as if the rent had not been so previously fixed.

Power to fix rent of premises not let at time of application.

26. (1) Any person who is entitled to the rents and profits of any premises which if leased would be premises to which this Act applies may, notwithstanding that the premises are not leased, make application in writing to the trust to fix the rent of the premises.

(2) Upon such application the rent of the premises may be fixed in manner provided by this Act and the provisions of this Act shall, *mutatis mutandis*, apply accordingly. The person making the application shall be deemed to be the lessor of the premises.

PART IV.

PART IV.

MISCELLANEOUS.

Penalty for demanding rent in excess of that fixed.

27. (1) Any person who, whether as principal or agent or in any other capacity, in any rent book or similar document wilfully makes any entry showing or purporting to show any lessee as being in arrear in respect of any sum which by virtue of this Act is irrecoverable, shall be guilty of an offence and liable to a penalty not exceeding fifty pounds.

(2) Any person who, whether as principal or agent or in any other capacity, wilfully demands or wilfully receives as rent in respect of any premises to which this Act applies any sum which by virtue of this Act is irrecoverable, shall be guilty of an offence and liable to a penalty not exceeding fifty pounds.

(3) Any person who is knowingly a party to any contract or arrangement under which any sum is paid or agreed to be paid to that person as rent for any premises to which this Act applies shall, if that sum is, by virtue of this Act, irrecoverable, be guilty of an offence and liable to a penalty not exceeding fifty pounds.

28. (1) Any lessor of any premises to which this Act applies who fails, by himself or his agent, to keep or cause to be kept, a record showing the rent received in respect of those premises shall be guilty of an offence and liable to a penalty not exceeding twenty pounds.

Record of  
rents.

(2) Any lessor of any premises to which this Act applies or any agent of any such lessor who wilfully makes or wilfully allows to be retained, in any record showing the rent of those premises, any false entry in a material particular shall be guilty of an offence and liable to a penalty not exceeding fifty pounds.

29. (1) Any person who, by any threat, endeavours to dissuade or prevent a lessor or lessee from making or prosecuting any application to the trust or appeal to the local court under this Act, shall be guilty of an offence and liable to a penalty not exceeding fifty pounds.

Penalty for  
threats and  
boycotts.

(2) Any owner of any premises to which this Act applies, and the agent of any such owner, who refuses, or procures any person to refuse, to lease those premises to any other person who desires to lease the same, shall be guilty of an offence and liable to a penalty not exceeding fifty pounds, if the reason for that refusal was that that other person had made an application to the trust under this Act or had prosecuted an appeal to the local court under this Act.

(3) Any person who does or procures to be done, any act or thing for the purpose of imposing any detriment or disadvantage upon a lessor or lessee because the lessor or lessee has made an application to the trust under this Act or has prosecuted an appeal to a local court under this Act, shall be guilty of an offence and liable to a penalty not exceeding fifty pounds.

Provisions relating to purchase of furniture, etc.

**30.** (1) Any person who, whether as principal or agent or in any other capacity—

(a) requires, gives or receives, or offers, promises or agrees to give or receive, any bonus, premium or sum of money other than rent in consideration of, or in association with—

(i.) the grant or acceptance of any lease; or

(ii.) the renewal of a lease or the continuance of a letting; or

(iii.) any agreement for a lease or for the renewal of a lease; or

(iv.) his consenting to a sublease,

of any premises to which this Act applies; or

(b) makes it a condition of the granting of any lease of any premises to which this Act applies, that the lessee shall purchase any furniture or other goods; or

(c) pays, gives, or recovers any consideration for obtaining or making available a key of any premises to which this Act applies,

shall be guilty of an offence and liable to a penalty not exceeding fifty pounds.

(2) Any amount paid in contravention of this section may, at any time within six months after the date of payment, be recovered by the person who paid it from the person to whom it was paid, or if the person to whom it was paid is the lessor of the premises and the person by whom it was paid is the lessee of the premises may, without prejudice to any other method of recovery, be deducted by the lessee from any rent payable within such six months by him to such lessor.

Refusal to let premises to applicant with family.

**31.** (1) Any person who refuses or causes any person to refuse to let any premises to which this Act applies to any person on the ground that it is intended that a child shall live in the premises shall be guilty of an offence and liable to a penalty not exceeding fifty pounds.

(2) Any person who states his intention, whether by advertisement or otherwise, not to let any premises to which this Act applies to any person if it is intended that a child shall live in the premises shall be guilty of an offence and liable to a penalty not exceeding fifty pounds.

(3) In any proceedings for an offence against this section, where it is proved that a person has refused, or caused any person to refuse, to let any premises to which this Act applies to any person, it shall lie upon the first-mentioned person to prove that the refusal was for some reason other than that it was intended that a child should live in the premises.

**32.** (1) If the rent of any part of a dwelling-house which is separately leased is fixed under this Act, the trust may from time to time give notice in writing to the lessor directing that during such time as is stated in the notice, the amount of the rent so fixed shall be shown on a notice or placard kept displayed in the said part of the dwelling-house.

Notice of rent, etc., to be displayed in certain cases.

(2) If any lessor to whom notice is given as aforesaid wilfully fails to comply with any such direction he shall be guilty of an offence and liable to a penalty not exceeding ten pounds.

**33.** (1) For the purposes of this Act, any member of the trust or any officer or inspector of the trust authorized in writing for the purpose by the trust—

Powers of entry and inspection.

(a) may enter into and upon any premises to which this Act applies at any reasonable time for the purpose of examining the premises ;

(b) may require any person being the lessor or lessee of any premises to which this Act applies or being the agent of any such lessor or lessee, to answer any question relating to any lease thereof, or to the accommodation provided under any such lease, or to the rent payable under or any conditions of any such lease, or to the rent payable in respect of the premises at the first day of August, nineteen hundred and forty-two, or at any other date ;

(c) may require any person being the lessor or lessee of any premises to which this Act applies or being the agent of any such lessor or lessee, to produce any rent book, receipt, or other document in his possession or power for the purpose of ascertaining the rent paid under any lease thereof or the rent payable in respect of the premises at the first day of August, nineteen hundred and forty-two, or at any other date, and may examine and make copies of any such rent book, receipt, or document.

(2) Any person who—

(a) refuses admission to any premises to which this Act applies to any member of the trust or any officer or inspector of the trust authorized as aforesaid or who obstructs or hinders any such member, officer, or inspector ; or

(b) refuses to answer any question put by any such member, officer, or inspector as provided by paragraph (b) of subsection (1) hereof or who wilfully gives any false answer to any such question ; or

(c) refuses or omits to produce any rent book, receipt, or document in his possession or power when required by any such member, officer, or inspector so to do as provided by paragraph (c) of subsection (1) hereof,

shall be guilty of an offence and liable to a penalty not exceeding twenty pounds.

Penalty for refusing to disclose name of lessor.

**34.** If the occupier of any premises to which this Act applies when requested by any member of the trust or any officer or inspector of the trust authorized in writing for the purpose by the trust, to state the name of the lessor of the premises, refuses or wilfully omits to disclose or wilfully misstates the same, he shall be guilty of an offence and liable to a penalty not exceeding twenty pounds.

Contract to avoid Act.

**35.** Any contract or arrangement, whether oral or in writing, the purpose or effect of which is either directly or indirectly to defeat, evade, or prevent the operation of this Act, shall be null and void.

Service of notice.

**36.** (1) Any notice required by this Act to be given to or served upon any person may be given or served—

(a) by delivering the same to such person ; or

(b) by leaving the same at his usual or last known place of abode or business with some person thereat who is apparently over the age of fourteen years ; or

(c) by sending the same by post to such person at his usual or last known place of abode or business.

(2) Any notice required by this Act to be given to or served upon any person may, if the person is a company or body corporate or the trust, be given or served—

(a) by delivering the same to the manager or secretary thereof ; or

(b) by leaving the same at the office or place of business thereof with some person thereat who is apparently over the age of fourteen years ; or

(c) by sending the same by post to the company or body corporate or the trust at its office or place of business.

(3) Where any notice by the trust is required by this Act to be given to or served upon a person whose address is unknown to the trust, it may be given or served by publishing it or a notice substantially to the same effect once in the *Gazette* and once in a daily newspaper circulating generally in South Australia.

**37.** (1) Any notice required by this Act to be given to or served upon a lessor under the lease of any premises to which this Act applies shall be deemed to have been duly given or served if it is given to or served upon the person to whom the rent payable under the lease is customarily paid by or on behalf of the lessee.

Notice to  
lessor or  
lessee.

(2) Any notice required by this Act to be given to or served upon a lessee under the lease of any premises to which this Act applies shall be deemed to have been duly given or served if it is given to or served upon the person by whom the rent payable under the lease is customarily paid on behalf of the lessee.

(3) If two or more persons are lessors under any lease of any premises to which this Act applies, it shall be a sufficient compliance with any provision of this Act requiring any notice to be given to or served upon such lessors, if such notice is given to or served upon any one of such lessors.

(4) If two or more persons are lessees under any lease of any premises to which this Act applies, it shall be a sufficient compliance with any provision of this Act requiring any notice to be given to or served upon such lessees, if such notice is given to or served upon any one of such lessees.

**38.** Any notice required by this Act to be given to or served upon any lessor or lessee shall, if the same has once been duly given to or served upon such lessor or lessee, be binding on all persons claiming by, from, or under such lessor or lessee and all subsequent lessors or lessees to the same extent as if given to or served upon such person claiming as aforesaid or subsequent lessors or lessees respectively.

Continued  
operation of  
notice.

**39.** Upon application in writing describing any premises, and upon payment of a fee of one shilling, the trust shall give or send by post to the person so applying a statement in writing as to whether any determination or order fixing the rent of the premises is in force and the amount and other particulars of such rent.

Supply of  
particulars as  
to rent of  
premises.

Exercise of powers by trust.

**40.** Notwithstanding the provisions of the South Australian Housing Trust Act, 1936-1940, any of the powers conferred by this Act upon the trust may be exercised by any three members of the trust if one of those members is the chairman or a deputy chairman of the trust.

Effect on guarantee of fixing rent.

**41.** If the payment of the rent of any premises to which this Act applies is guaranteed and subsequently to the giving of the guarantee, the rent of the premises is fixed under this Act, then, if the rent so fixed is less than the amount so guaranteed, the guarantee shall be construed as if the amount guaranteed to be paid was the amount fixed as the rent under this Act; but in any other case the fixing of the rent under this Act shall not affect the guarantee.

Regulations.

**42.** The Governor may make regulations providing for the execution of any matter or thing arising under and consistent with this Act and not expressly provided for in this Act, and for more fully carrying out the objects and purposes of this Act, and for guarding against evasions and violations of this Act.

Rules of Court.

**43.** The powers conferred by section 28 of the Local Courts Act, 1926-1936, shall include power to frame rules for carrying into effect or supplementing the provisions of this Act relating to appeals to local courts.

Power of trust to authorize proceedings.

**44.** (1) The trust may direct, either generally or in any particular case, proceedings to be taken in respect of breaches of or offences against this Act.

(2) A prosecution for any breach of or offence against this Act shall be instituted by a member of the trust, an officer or inspector of the trust, a member of the police force, or a person authorized in that behalf by the trust.

Facilitation of proof.

**45.** (1) In any prosecution or other legal proceedings under this Act no proof shall be required—

- (a) of the persons constituting or the proper constitution of or the extent of the jurisdiction of the trust;
- (b) of any authority to prosecute;
- (c) of the particular or general appointment of any officer or inspector of the trust,

unless evidence is given to the contrary.



(2) If any determination is made by the trust fixing the rent of any premises and notice thereof is published in the *Gazette* all notices required to be given and all other matters required to be done before the making of the determination shall, unless the contrary is shown, be deemed to have been given or done.

46. If any premises to which any lease relates are used for the purpose of residence, then for the purposes of this Act, the premises shall, unless the contrary is shown, be deemed to have been let for the purpose of residence.

Premises used  
for purpose of  
residence.

47. (1) All documents purporting to be issued or written by or under the direction of the trust and to be signed by the chairman, deputy chairman, secretary or acting secretary of the trust shall be received as evidence in all courts of law, and shall be deemed to be issued or written by or under the direction of the trust without further proof, unless the contrary is shown.

Documents of  
trust.

(2) All courts shall take judicial notice of the signature of the chairman, deputy chairman, secretary or acting secretary of the trust where such signature is attached for the purpose of verifying any document whatsoever under this Act.

48. All proceedings for offences against this Act shall be disposed of summarily.

Summary  
proceedings  
for offences.

In the name and on behalf of His Majesty, I hereby  
assent to this Bill.

J. M. NAPIER, Deputy Governor.