



ANNO SEXTO

ELIZABETHAE II REGINAE

A.D. 1957.

No. 2 of 1957.

An Act to amend the Landlord and Tenant (Control of Rents) Act, 1942-1956.

[Assented to 21st February, 1957.]

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

Short titles.

1. (1) This Act may be cited as the "Landlord and Tenant (Control of Rents) Act Amendment Act, 1957".

(2) The Landlord and Tenant (Control of Rents) Act, 1942-1956, as amended by this Act, may be cited as the "Landlord and Tenant (Control of Rents) Act, 1942-1957".

Reference to principal Act.

2. The Landlord and Tenant (Control of Rents) Act, 1942-1956, as reprinted pursuant to the Amendments Incorporation Act, 1937, and section 46 of the Landlord and Tenant (Control of Rents) Act Amendment Act, 1951, and as amended by the Landlord and Tenant (Control of Rents) Act Amendment Act, 1956, is hereinafter referred to as "the principal Act", and any reference in this Act to any provision of the principal Act shall be construed as a reference to that Act as so reprinted and amended.

Enactment of s. 55d of principal Act—

3. The following section is enacted and inserted in the principal Act after section 55c thereof:—

Restriction on certain lettings of dwelling-houses.

55d. (1) If—

(a) pursuant to section 55c, any notice to quit is given, whether before or after the passing of

the Landlord and Tenant (Control of Rents) Act Amendment Act, 1957, to any lessee of any dwelling-house on the ground that possession of the dwelling-house is required for the purpose of facilitating the sale of the dwelling-house; and

- (b) the lessee (who is hereinafter in this section referred to as "the former lessee") in consequence of the notice to quit, delivers up possession of the dwelling-house; and
- (c) the lessor, within three months after the time the lessee delivers up possession or if the lessor within the said period of three months undertakes repairs to the dwelling house within three months after the time those repairs are completed, does not sell the dwelling-house,

the following provisions shall apply :—

- I. The lessor shall within seven days after the expiration of the said period, give to the former lessee notice in writing stating that the dwelling-house has not been sold and that it is available for occupation by the former lessee as the lessee thereof at the same rent and upon the same terms and conditions as applied under the lease between the lessor and the former lessee immediately prior to the time the former lessee delivered up possession :
- II. Whether notice as aforesaid is given or not, the former lessee shall be entitled to the occupation of the dwelling-house as the lessee thereof at the same rent and upon the same terms and conditions as applied under the lease between the lessor and the former lessee immediately prior to the time the former lessee delivered up possession :
- III. If within fourteen days after notice is given to the former lessee pursuant to paragraph I hereof, the former lessee does not notify the lessor that he intends, within fourteen days, to occupy the dwelling-house as the lessee thereof, the lessor may let the dwelling-house to any other person but, notwithstanding any other provision of this Act, if the lessor lets the dwelling-house to any person other than the former lessee (whether after giving notice to the former lessee as aforesaid or not), the rent payable under the lease entered into with that other person and the terms and conditions

of the lease shall be the same as the rent and the terms and conditions under the lease between the lessor and the former lessee immediately prior to the time he delivered up possession of the dwelling-house :

iv. Any rent in excess of the rent provided to be paid by paragraph II or III hereof shall, notwithstanding any change in the ownership or occupation of the dwelling-house or any agreement to the contrary, be irrecoverable.

(2) If any such lessor—

(a) fails to give any notice as required by paragraph I of subsection (1) hereof ; or

(b) after giving notice to quit as aforesaid and after the lessee has delivered up possession of the dwelling-house, lets or agrees to let the dwelling-house otherwise than as provided by this section,

he shall be guilty of an offence and liable to a penalty not exceeding five hundred pounds.

(3) If—

(a) after notice to quit is given in respect of any dwelling-house, as referred to in subsection (1), the lessee thereof delivers up possession of the dwelling-house and the lessor sells the dwelling-house ; and

(b) the purchaser or his successor in title within twelve months after the sale lets the dwelling-house,

then, notwithstanding any other provision of this Act, the rent payable under the lease shall be that fixed by the trust in accordance with the provisions of Part III. If at the time the dwelling-house is let as aforesaid, the rent thereof has not been fixed by the trust, the trust shall fix the rent as soon as may be. The rent so fixed shall be payable as from the commencement of the term of the lease. Any rent in excess of the rent provided to be paid by this subsection shall, notwithstanding any change in the ownership or occupation of the dwelling-house or any agreement to the contrary, be irrecoverable.

(4) If any lease, whether in writing or not, such as is referred to in paragraphs II or III of subsection (1) hereof or in subsection (3) hereof, does not comply with those

provisions, it shall, notwithstanding the terms and conditions of the lease, be construed so as to give effect to paragraphs II or III of subsection (1) hereof or subsection (3) hereof, as the case may be.

(5) If after notice to quit is given in respect of any dwelling-house as referred to in subsection (1) hereof, the lessee thereof delivers up possession of the dwelling-house and the lessor sells the dwelling-house, the lessor shall at the time of the sale or within seven days thereafter give to the purchaser in writing full particulars of the rent at which the dwelling-house was let to the former lessee, and whether that rent was fixed by a determination of the trust and shall also give a copy of such notice to the trust together with particulars in writing of the name and address of the purchaser.

If any person fails to give any such notice he shall be guilty of an offence and liable to a penalty not exceeding one hundred pounds.

If any person to whom any such notice is given, lets the dwelling-house contrary to the provisions of subsection (3) hereof he shall be guilty of an offence and liable to a penalty not exceeding one hundred pounds.

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

R. A. GEORGE, Governor.