



VICTORIA GOVERNMENT GAZETTE

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[1960

LANDLORD AND TENANT ACT 1958.

*At the Executive Council Chamber, Melbourne, the sixteenth day
of February, 1960.*

PRESENT:

His Excellency the Governor of Victoria.

Sir Thomas Maltby

Mr. Porter.

LANDLORD AND TENANT REGULATIONS, 1960.

IN pursuance of the powers conferred upon him by the *Landlord and Tenant Act 1958*, His Excellency the Governor of the State of Victoria, by and with the advice of the Executive Council thereof, doth hereby make the following Regulations, that is to say:—

CITATION AND COMMENCEMENT.

1. These Regulations may be cited as the *Landlord and Tenant Regulations, 1960*, and shall come into operation on the first day of April, 1960.

REVOCATION:

2. (1) The *Landlord and Tenant (Control) Regulations, 1957*, are hereby revoked.

(2) Except as in these Regulations expressly or by necessary implication provided—

(a) all persons things and circumstances appointed or created by or under the revoked Regulations or existing or continuing under any of those Regulations immediately before the coming into operation of these Regulations shall under and subject to these Regulations continue to have the same status operation and effect as they respectively would have had if such Regulations had not been so revoked; and

(b) in particular and without affecting the generality of the foregoing paragraph such repeal shall not disturb the continuity of status operation or effect of any receipt application authority appointment service affidavit or agreement or liability or right made effected issued given incurred or acquired or existing or continuing by or under any of the revoked Regulations before the coming into operation of these Regulations.

RECEIPTS FOR RENT OF PRESCRIBED PREMISES TO BE GIVEN.

3. The person receiving any payment of rent of prescribed premises or of any prescribed premises together with goods shall, at the time of receiving the payment, give or cause to be given to the person making the payment a receipt for the payment specifying the date of the payment and showing the amount paid, the period in respect of which the payment is made, and, where such payment is partly in respect of premises and partly in respect of goods, containing words to that effect.

APPLICATIONS FOR DETERMINATION OF FAIR RENT.

4. Every application for the determination of the fair rent of any prescribed premises shall be in the form or to the effect of Form No. 1 in the Schedule to these Regulations, with such variations thereto as the circumstances of the particular case demand, and shall be sufficiently signed if it be signed by the applicant or by his solicitor or by his agent authorized by him in that behalf.

APPOINTMENT OF TIME, DATE, AND PLACE FOR HEARING APPLICATION.

5. The time, date and place of the hearing of any application shall be appointed by the stipendiary magistrate constituting the Fair Rents Board at the place to which the application is made or by the clerk of petty sessions at such place.

PROOF OF SERVICE BY AFFIDAVIT.

6. In any proceedings before a Fair Rents Board, without prejudice to any other mode of proof, service on a person of any notice required by Part V. of the Landlord and Tenant Act 1958 to be given to or served upon any person may be proved by an affidavit of the person who has given or served the same or, where the same may be sent by post, of the person who posted the same and any document which purports to be such an affidavit shall be prima facie proof of the statements contained therein and shall be received in evidence in any proceedings before a Board.

AGREEMENTS PURSUANT TO THE PROVISIONS OF SECTION 68 OF THE LANDLORD AND TENANT ACT 1958.

7. Every agreement pursuant to the provisions of section sixty-eight of the Landlord and Tenant Act 1958 shall be in the form or to the effect of the Form No. 2 in the Schedule to these Regulations with such variations thereto as the circumstances of the particular case demand, and shall be executed in triplicate and one copy thereof shall be retained by the lessor another copy by the lessee and the third copy shall be dealt with in accordance with the provisions of sub-section (2) of section 68 of the Landlord and Tenant Act 1958.

PENALTY.

8. Any person who fails to do anything required to be done by these Regulations shall be guilty of a breach of these Regulations and shall be liable to a penalty of not more than Ten pounds.

THE SCHEDULE.

FORM No. 1.

Landlord and Tenant Act 1958.

APPLICATION FOR DETERMINATION OF A FAIR RENT.

To the Fair Rents Board at

Lessor. Lessee.

§ Insert here full name of Applicant.

of § in the State of Victoria the. *Lessor of prescribed premises consisting of *Lessee situate at

hereby applies to have the fair rent of such premises determined by the Board.

Dated the day of 19

(Sign here)

* Applicant, or * Applicant's Solicitor, or * Agent authorized by Applicant to make this application.

I appoint the day of 19 at o'clock in the noon or so soon thereafter as the parties can be heard as the day and hour for the hearing of this application. You should attend or be represented before the Board at at that time.

Dated the day of 19

* Stipendiary Magistrate constituting the said Fair Rents Board, or * Clerk of Petty Sessions at

* Delete the words which are not applicable.

FORM NO. 2.

Landlord and Tenant Act 1958.

AGREEMENT PURSUANT TO THE PROVISIONS OF SECTION 68.

Explanatory Notes.

By section 43 of the Landlord and Tenant Act 1958, unless inconsistent with the context or subject-matter—

"Business premises" means prescribed premises not being a dwelling-house; and

"Dwelling-house" means any prescribed premises (including shared accommodation) leased for the purposes of residence, and includes—

(a) the premises of any lodging-house or boarding-house;

(b) any part of premises which is leased separately for the purposes of residence—

but does not include premises licensed for the sale of spirituous or fermented liquors or premises which though leased for the purposes of residence have ceased to be used for those purposes to any substantial extent.

"Ordinary dwelling" means prescribed premises, being a dwelling-house (not being premises in respect of which a declaration order or direction has been made under section fifty-six of the Housing Act 1958 or any corresponding previous enactment and is in force declaring those premises to be unfit for human habitation or directing that they be repaired or demolished).

Section 68 of the Act reads as follows:—

Fixing Fair Rents by Agreement.

68. (1) Where an agreement in writing in the prescribed form is entered into by the lessor and the lessee of any prescribed premises, being an ordinary dwelling or business premises, the amount specified in that behalf in the agreement shall be for all purposes the fair rent of the premises as from the day specified in that behalf therein (not being earlier than the day on which the agreement is entered into) and no further proceedings for the determination of the fair rent of those premises by a Board except on the ground referred to in paragraph (b) or paragraph (c) of sub-section (1) of section seventy-three of this Act shall be commenced by either of the parties to the agreement during the period specified in that behalf in the agreement, or, if no such period is specified, during the period of six months next after the day from which the fair rent is altered by the agreement.

Fixing fair rent of higher or business premises by agreement.

¶ These paragraphs relate to substantial alterations in the premises or goods leased.

Agreements to be lodged with Fair Rents Board.

(2) Where an agreement is entered into pursuant to the last preceding sub-section the lessor shall within one month after the day on which it is entered into lodge with or send by registered post to the appropriate Fair Rents Board an executed copy of the agreement.

(3) Any lessor who fails to comply with the last preceding sub-section shall be guilty of an offence against this Part but any such failure shall not invalidate or affect the agreement.

(4) A copy of any agreement received by the Board pursuant to this section shall in any later proceedings under this Part be admissible as evidence of the making and content of the agreement.

Notice to Quit not to be given within six months after agreement as to Rent.

Attention is drawn to the provisions of section 84 of the Act under which a lessor, except with the consent of the appropriate Board, may not give a notice to quit on certain grounds within six months after an agreement with respect to the fair rent has been entered into.

Combined Shop and Dwelling.

Premises are a dwelling-house, if they are let for the purpose of residence, even if it is not the sole purpose of the letting.

Agreement.

THIS AGREEMENT made the _____ day of _____ 19____ between One thousand nine hundred and _____ of _____ in Victoria _____ being the lessor of the *ordinary dwelling * business premises at § (hereinafter called "the premises") of the one part and _____ of _____ in Victoria _____ being the lessee of the premises of the other part.

* Strike out the words which are inapplicable. § Insert address of premises in respect of which the agreement is made. † See notes above for definitions.

† Whereas the premises are an ordinary dwelling * business premises as defined for the purposes of the Landlord and Tenant Act 1958.

Now therefore in pursuance of the powers conferred upon them by section 68 of that Act the parties hereto agree as follows:—

1. That as from the _____ day of _____ 19____ the fair rent of the premises (including the rent of any goods leased therewith and the charge for any service provided in connexion with the lease) shall be _____ pounds _____ shillings and _____ pence per

† This clause should be struck out if the parties do not agree upon a period during which no further proceedings for the alteration of the fair rent are to be commenced by any party hereto.

†2. That no further proceedings for the fixing of the fair rent of the premises shall be commenced by either of the parties hereto during the period commencing on the date referred to in the last preceding clause and ending on the day of 19

3. Each of the parties hereto hereby acknowledges that this agreement has been freely and voluntarily entered into and that its nature and effect are understood.

In witness whereof the parties hereto have executed this agreement the day and year first hereinbefore written.

Signed by the said }
in the presence of— }

Signed by the said }
in the presence of— }

And the Honorable Lindsay Hamilton Simpson Thompson for and on behalf of Her Majesty's Attorney-General in and for the State of Victoria, shall give the necessary directions herein accordingly.

A. MAHLSTEDT,
Clerk of the Executive Council.