

REASONS FOR THE ORDER OF THE COMMISSIONER OF TENANCIES

INQUIRY – 3rd September 2002

This is a determination of an application dated 27th August 2002 by the Landlord (“the Landlord”), seeking an order for possession pursuant to section 104 and for compensation pursuant to sections 121 and 122 of the *Residential Tenancies Act* (NT) (“the Act”) in respect of premises being 3/7 Nation Crescent, Coconut Grove in the Northern Territory of Australia.

A Notice of Inquiry dated 28th August 2002 was posted to the parties. The inquiry was conducted on 3rd September 2002 during which evidence was taken from the landlord’s agent (“the Landlord”). There was no appearance by the tenant, (“the Tenant”).

On the basis of the documentary and oral evidence before the Inquiry, I find there is a tenancy agreement within the meaning of and subject to the provisions of the Act on the following terms:

Premises:	3/7 Nation Crescent, Coconut Grove NT 0810
Commencement Date:	29 th August 2001
Period:	initially 6 months and renewed for further 6 months
Rent:	\$130.00 per week
Security Deposit	\$520.00

I find that the rental payments due to the Landlord was more than fourteen (14) days in arrears at the time that the Landlord by his Agent issued a Notice to Remedy Unpaid Rental and Notice of Termination dated 14th August 2002 in accordance with section 87(1) of the Act (“the Notice”).

I find the Notice was served on the tenant by post on 14th August 2002 in accordance with section 154 of the Act, however, the Notice does not comply with the requirements of section 87(2) of the Act.

The amount of outstanding rent specified in the Notice is \$580 and the period for which it has been outstanding is specified as 20/07/02 to 20/08/02. This period does not correlate with the amount of rent outstanding ie. 32 days @ \$130 per week (\$18.57 per day) = \$594.28. An analysis of the rent ledger provided by the agent confirms that the amount of rent outstanding specified on the Notice is correct but that rent is paid up to and including 16/07/02 with a \$70 credit.

As the Notice does not comply with the Act it is of no effect and the tenancy has therefore not been terminated and the Landlord is not entitled to vacant possession of the premises.

Accordingly I order that:

The Landlord’s application for possession and compensation is dismissed.

Dated this 3rd day of September 2002

Scott Lanyon
Delegate of the
Commissioner of Tenancies