

## REASONS FOR THE ORDER OF THE COMMISSIONER OF TENANCIES

### INQUIRY – 1<sup>st</sup> OCTOBER 2002

This is a determination of an application dated 24 September 2002 by 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”). The application is made in respect of premises being 10 Bonaparte Street, Woodleigh Gardens in the Northern Territory of Australia.

A Notice of Inquiry dated 25 September 2002 was hand delivered and posted to the parties. The inquiry was conducted on 1 October 2002 during which evidence was taken from the Landlord’s agent, (“the Landlord”). There was no appearance by the tenants (“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:	10 Bonaparte Street, Woodleigh Gardens NT 0812
Commencement Date:	13 <sup>th</sup> March 2002
Period:	12 months
Rent:	\$260.00 per week
Security Deposit	\$1040.00

I note prior to the commencement of the inquiry, the tenant attended at the Residential Tenancies Unit to advise her partner had just taken her 6month old child and she would not be attending the inquiry as that was her priority for the moment. The Tenant also indicated she had moved out of the premises and left a forwarding address. The Tenancy Officer told the Tenant an order would be likely to be made in her absence.

The Landlord indicated they did not know whether or not the Tenant had moved out of the premises, no keys had been returned and they were still pursuing an application for possession and compensation.

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 12 September 2002 in accordance with section 87(1) of the Act (“the Notice”).

I find the Notice complies with the requirements of section 87(2) of the Act and was served on the Tenant by post on 12<sup>th</sup> September 2002 in accordance with section 154 of the Act.

The rent payment day is specified in the notice as being 21 September 2002. As rent was not paid by the rent payment date, in accordance with section 87(3) of the Act, the tenancy is terminated effective on the termination date being 22 September 2002 and in accordance with section 103 of the Act, the tenant ceases to be entitled to possession of the premises as at this date.

I am satisfied the tenancy has been terminated and the Landlord should have vacant possession of the premises effective as at 10.00am on Wednesday, 2 October 2002.

In relation to the Landlord's claim for compensation pursuant to sections 121 and 122, I find the Tenant has failed to pay rent in accordance with the tenancy agreement and as at the date of the inquiry remains in possession of the premises. The Tenant has paid rent up until 30 July 2002 inclusive. On the basis of the evidence before me, I find the amount of \$2,120.00 is owed by the Tenant to the Landlord in compensation, being unpaid rent and rent that would have been payable to the Landlord from the termination of the tenancy up to and including the date of the inquiry.

Accordingly I order that:

1. The Landlord have possession of the premises effective at 10.00am on Wednesday, 2 October 2002; and
2. The Tenant is to pay the Landlord compensation in the amount of \$2120.00.

Dated this 1<sup>st</sup> day of October 2002

Penny Turner  
Delegate of the  
Commissioner of Tenancies