

REASONS FOR THE ORDER OF THE COMMISSIONER OF TENANCIES

INQUIRY – 15 NOVEMBER 2002

This is a determination of an application dated 4 November 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 4 Quail Street, Wulagi in the Northern Territory of Australia.

A Notice of Inquiry dated 11 November 2002 was hand delivered to the parties. The inquiry was conducted on 15 November 2002 during which evidence was taken from the Landlord’s agent, (“the Landlord”) and 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:	4 Quail Street, Wulagi NT 0810
Commencement Date:	23 rd July 2002
Period:	Periodical
Rent:	\$200.00 per week payable fortnightly in advance
Security Deposit	\$800.00

I note the parties had been governed by a fixed term tenancy agreement from 23 July 2001 to 22 July 2002.

The Landlord by his Agent issued a Notice to Remedy Unpaid Rental and Notice of Termination dated 25th September 2002 in accordance with section 87(1) of the Act (“the Notice”) and has brought an application for possession and compensation as a result of this Notice.

During the course of the inquiry, evidence was give by both parties regarding the tenancy agreement. It was apparent from this evidence that the Tenant had been suffering from difficult personal circumstances and the Landlord has been trying to accommodate these. The Landlord indicated they were reluctant to press the order for possession, however wanted some assurance that rental payments would be made. The Tenant indicated she was not currently in a position to pay all rental arrears, but indicated various dates as to when she could make payments of rent.

Although, the Landlord would be entitled to an order for compensation, in the circumstances, both parties agreed to a suspension of the possession order under section 105 of the Act with orders regarding the rental payments. The parties were explained that should the Tenant not comply with the order, within 7 days after the rent is due, the Landlord may terminate the tenancy by giving at least 7 days notice of termination to the Tenant. The parties were consulted as to the terms of the order.

Accordingly, by consent of both parties, I order that the tenancy agreement governing the parties is extended under section 105 of the Act on the following terms:

1. The Tenant is to pay the Landlord \$400.00 in rent on 19 November 2002.
2. The Tenant is to pay the Landlord \$400.00 in rent on 3 December 2002.
3. The Tenant is to pay the Landlord \$2,000.00 in rent on 17 December 2002 being the balance of unpaid rent for the period up to and including 22 December 2002.
4. The Tenant is to pay the Landlord \$400.00 on 23 December 2002 being two weeks rent in advance as per the Tenant's obligations under the tenancy agreement.

Dated this 15th day of November 2002

Penny Turner
Delegate of the
Commissioner of Tenancies