

REASONS FOR THE ORDER OF THE COMMISSIONER OF TENANCIES
INQUIRY – 30 SEPTEMBER 2003

This is a determination of an application dated 3 July 2003 by the landlord, seeking an order for compensation for unpaid rent pursuant to the provisions of the *Residential Tenancies Act* (NT) (“the Act”) in respect of premises being situate at 54 Rosewood Crescent, Leanyer in the Northern Territory of Australia.

A Notice of Inquiry dated 18 September 2003 was sent to the parties. The inquiry was conducted on 30 September 2003 during which evidence was taken from the landlord, through his 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:	54 Rosewood Crescent, Leanyer
Commencement Date:	23 March 2002
Period:	Twelve months
Rent:	\$320.00 per week
Security Deposit	\$1,280.00

This is an application by the landlord seeking compensation. Although the application to the Commissioner refers only to compensation for unpaid rent, it is apparent from the documentation and the evidence at the Inquiry that the landlord is also seeking compensation in relation to damage to the property, cleaning expenses and the cost of replacing the locks on the premises.

The outgoing inspection was carried out on 17 June 2003. The tenants vacated the premises on 13 June 2003.

I accept the evidence that the tenant was invited to be present at the outgoing inspection but declined. I also accept the evidence that the tenant was planning to attend at the Agent’s premises to make some payment in respect of the arrears of rental and to return the keys to the property but that he did not attend and I further accept that the keys to the property have never been returned to the landlord or his Agent.

Following the outgoing inspection and report, the landlord’s Agent prepared and on 24 June 2003 served on the tenant an RT8, a Notice of Landlord’s Intention to Retain Security Deposit.

This RT8 contained a number of items as follows:-

- (i) Unpaid rent - \$2,285.71
- (ii) Making good damage to the premises (being repair of various light fittings) - \$315.71
- (iii) Cleaning premises - \$400.00
- (iv) Changing the locks to the premises - \$437.80

After hearing the evidence given at the Inquiry, I make the following findings:-

- a) Outstanding rental as at the date of the Inquiry was in the sum of \$2,285.50.
- b) Reasonable cleaning expenses were incurred in the sum of \$400.00.

- c) The cost of changing the locks on the premises is \$437.80.
- d) In relation to the damage to the light fittings, representations were made by a solicitor acting on behalf of the tenant and a submission that the sum of \$75.60 should be deducted from this item was accepted by the landlord through his Agent. Accordingly in relation to the damage to the light fittings, I find that expenses in the sum of \$240.11 were incurred.

This makes a total amount of compensation being for unpaid rent and the other damages items in the sum of \$3,363.41.

The solicitor acting on behalf of the tenant made various submissions to the landlord's Agent in relation to the cost of replacing the locks on the premises. In my view this is a properly incurred expense on the part of the landlord and should be met by the tenant who has failed to return the keys to the property since the tenancy terminated. There are a number of provisions in the legislation which would empower the landlord to take this step. For instance, the tenant must give up vacant possession of the premises at the termination of the tenancy. I do not see how it can be said that any tenant who gives up vacant possession whilst that tenant retains the keys to the property. There are other provisions which give the landlord the right to take this step and the Commissioner power to order damages representing the cost of the change of the locks on the premises.

The formal orders that I make are as follows:-

- 1) The landlord is entitled to retain the security deposit in the sum of \$1,280.00 in part payment of the arrears of rental owing as at the date of the Inquiry.
- 2) The tenant is to pay further compensation to the landlord in the sum of \$2,083.41.

Dated this 31st day of October 2003

Garry Schneider
Delegate of the
Commissioner of Tenancies