



ANNO QUINQUAGESIMO SEXTO ET QUINQUAGESIMO
SEPTIMO

VICTORIÆ REGINÆ.

A.D. 1893.

No. 580.

An Act to amend the Law of Landlord and Tenant.

[*Assented to, December 23rd, 1893.*]

WHEREAS it is expedient to amend the laws relating to rights of renting as between landlord and tenant—Be it therefore Enacted by the Governor of the Province of South Australia, with the advice and consent of the Legislative Council and House of Assembly of the said province, in this present Parliament assembled, as follows:

Preamble.

1. A right of re-entry or forfeiture under any proviso or stipulation in a lease for a breach of any covenant or condition in the lease shall not be enforceable by action or otherwise, unless and until the lessor serves on the lessee a notice specifying the particular breach complained of, and, if the breach is capable of remedy, requiring the lessee to remedy the breach, and in any case requiring the lessee to make compensation in money for the breach, and the lessee fails within a reasonable time thereafter to remedy the breach, if it is capable of remedy, and to make reasonable compensation in money to the satisfaction of the lessor for the breach.

No re-entry till notice to tenant to remedy breach.

2. Where a lessor is proceeding by action or otherwise to enforce such a right of re-entry or forfeiture the lessee may, on the lessor's action (if any), or in any action brought by himself, apply to the Supreme Court or a Judge thereof for relief, and the Court or Judge may grant or refuse relief as such Court or Judge, having regard to the proceedings and conduct of the parties under the foregoing provisions and to all other circumstances, may think fit; and in case

Court or Judge may grant relief.

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of relief may grant it on such terms (if any) as to costs, expenses, damages, compensation, penalty, or otherwise, including the granting of an injunction to restrain any like breach in the future, as the Court in the circumstances of each case thinks fit.

Lease includes under-lease, &c.

3. For the purposes of this Act a lease includes an original lease or a derivative under-lease, or a lease securing a rent by condition, and a lessee includes an original lessee or derivate under-lessee, and the heirs, executors, administrators, and assigns of a lessee, also a grantee under such a grant as aforesaid, his heirs and assigns; and a lessor includes an original lessor or derivative under-lessor, and his heirs, executors, administrators, and assigns, also a grantor as aforesaid, and his heirs and assigns.

Extension of Act to directions of Act of Parliament.

4. This Act applies, although the provision or stipulation under which the right of re-entry or forfeiture accrues is inserted in the lease in pursuance of the directions of any Act of Parliament.

Leases on condition within Act.

5. For the purpose of this Act a lease limited to continue as long only as the lessee abstains from committing a breach of covenant shall be and take effect as a lease to continue for any longer term for which it could subsist, but determinable by a proviso for re-entry on such a breach.

Application to covenants against assigning, &c.

6. This Act extends to a covenant or condition against the assigning, under-letting, parting with the possession, or disposing of the land leased, when the consent of the lessor has been vexatiously or capriciously withheld.

Law regulating forfeiture for not paying rent not interfered with.

7. This Act shall not apply to Crown leases nor affect the law relating to re-entry and forfeiture for non-payment of rent.

Application of Act.

8. This Act applies to leases made either before or after the commencement of this Act, and shall have effect notwithstanding any stipulation to the contrary.

In the name and on behalf of Her Majesty, I hereby assent to this Bill.

S. J. WAY, Lieutenant-Governor.