



ANNO DUODECIMO

GEORGII VI. REGIS.

A.D. 1948.

No. 5 of 1948.

An Act to amend the Landlord and Tenant (Control of Rents) Act, 1942-1947.

[Assented to 13th August, 1948.]

BE IT ENACTED by the Governor of the State of South Australia, with the advice and consent of the Parliament thereof, as follows :

1. (1) This Act may be cited as the " Landlord and Tenant (Control of Rents) Act Amendment Act, 1948 " Short titles.

(2) The Landlord and Tenant (Control of Rents) Act, 1942-1947, as amended by this Act, may be cited as the " Landlord and Tenant (Control of Rents) Act, 1942-1948 ".

(3) The Landlord and Tenant (Control of Rents) Act, 1942-1947, is hereinafter referred to as " the principal Act ".

2. Section 2 of the principal Act is amended by inserting therein after the line " Part IIIA.—Control of rents of caravans " the line " Part IIIB.—Recovery of possession of premises " Consequential amendment of principal Act, s. 2—
Arrangement of Act.

3. Section 4 of the principal Act is amended—

(a) by adding at the end of the definition of " lease " the words " but does not include any lease arising under an attornment clause in a mortgage or in an agreement for the sale and purchase of land " ;

(b) by striking out the word " and " last occurring in paragraph (a) of the definition of " lessor " and " lessee " ;

(c) by inserting at the end of paragraph (b) of the definition of " lessor " and " lessee " the word " and " :

Amendment of principal Act, s. 4—
Interpretation.

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Act Amendment Act, 1948.

(d) by inserting after paragraph (b) of the definition of “lessor” and “lessee” the following paragraph :—

(c) in respect of premises which are subject to a mortgage, a mortgagee who enters or has entered into possession of the premises under the mortgage and a person who was the lessee of the premises under the mortgage immediately prior to the mortgagee entering into possession :

(e) by adding at the end of the definition of “local court” the words “consisting solely of a Local Court Judge or a special magistrate” ;

(f) by inserting after the definition of “rent” the following definition :—

“shared accommodation” means any premises to which this Act applies which are leased, or intended to be leased, for the purpose of residence and forming part of other premises, but does not include any premises forming a complete residence in themselves :

Amendment of
principal Act,
ss. 4, 5—

4. (1) Section 5 of the principal Act is amended to read as follows :—

Premises to
which Act is
to apply.

5. (1) This Act shall apply to any premises (including any part of any premises which is separately leased), other than—

(a) premises which are for the time being used, or which are ordinarily used, as any grazing area, farm, orchard, market garden, dairy farm, poultry farm, pig farm or apiary ;

(b) any premises licensed under the Licensing Act, 1932-1945 ;

(c) any premises ordinarily leased for holiday purposes only : Provided that if any premises ordinarily leased for holiday purposes only are leased for other than holiday purposes, the premises shall, whilst so leased, not be deemed to be premises ordinarily leased for holiday purposes ;

(d) any premises, or the premises included in any class of premises, declared by proclamation to be premises or a class of premises, as the case may be, to which this Act shall not apply.

(2) The Governor may from time to time by proclamation declare that this Act or any Part of this Act shall not

apply to any premises or class of premises described in the proclamation and this Act or Part of this Act, as the case may be, shall not apply accordingly. The Governor may by proclamation revoke or from time to time vary any such proclamation.

(3) In this Act, the term "premises to which this Act applies" shall include a reference to all premises other than premises to which this Act does not apply by virtue of paragraphs (a), (b), (c) or (d) of subsection (1) of this section or of subsection (1) of section 6. The term also includes a reference to any part of any premises which is separately leased and to any land or appurtenances leased with any premises or part of premises.

(2) The definition of "dwelling-house" in section 4 of the principal Act is amended—

(a) by striking out the word "and" in paragraph (a) thereof,

(b) by inserting after paragraph (a) thereof the following paragraph:—

(a1) any part of any premises leased separately for the purposes of residence the lease of which provides for the use by the lessee of any other part of the premises or any fittings therein;

(c) by striking out the words "but does not include" and paragraphs (c), (d), and (e), in the said definition and the proviso to the said definition and by inserting in lieu thereof the following paragraph:—

(c) any premises a substantial part of which is leased for the purpose of residence and the remaining part of which is leased for the purpose of being used as a shop, store-room, workshop, stable, or any similar purpose.

5. Section 13 of the principal Act is amended—

(a) by inserting after the word "premises" in the third line thereof the passage "(being a dwelling-house)";

(b) by inserting therein after subsection (1) thereof the following subsection:—

(1a) Notwithstanding any term, condition, or covenant in any lease in force at any time after the passing of the Landlord and Tenant (Control of Rents) Act Amendment Act, 1948, the rent payable by

Amendment of
principal Act,
s. 13—
Pegging of
rents of
premises other
than
dwelling-
houses.

the lessee of any premises (other than a dwelling-house) to which this Act applies, in respect of any period after the passing of the Landlord and Tenant (Control of Rents) Act Amendment Act, 1948, and during the continuance of this Act shall, unless the rent is fixed by the trust or a local court as provided by this Act, not exceed the following rent :—

- I. If the premises were let at the thirtieth day of June, nineteen hundred and forty-eight, the rent shall not exceed the rent lawfully payable in respect thereof at the thirtieth day of June, nineteen hundred and forty-eight :
- II. If the premises were not let at the thirtieth day of June, nineteen hundred and forty-eight, the rent shall not exceed the rent lawfully payable in respect thereof under the lease whereby the premises were first let after the thirtieth day of June, nineteen hundred and forty-eight.

(c) by inserting after “ (1) ” in the second line of subsection (2) thereof the passage “ or subsection (1a) ”.

Enactment of
Part III B of
principal Act—

6. The following Part is enacted and inserted in the principal Act after Part IIIA. thereof :—

PART III B.

RECOVERY OF POSSESSION OF PREMISES.

Commencement
of Part.

26m. The provisions of this Part shall come into force on a day to be fixed by proclamation.

Restriction
on eviction.

26n. (1) Except as provided by this Part, the lessor of any premises to which this Act applies shall not give any notice to terminate the tenancy or take or continue any proceedings to recover possession of the premises from the lessee or for the ejection of the lessee therefrom.

(2) A notice to quit given in contravention of this section shall not operate so as to terminate the tenancy in respect of which the notice was given.

(3) Subject to this Part, a lessor may take proceedings in a local court for an order for the recovery by him of any premises to which this Act applies (or of any furniture or other goods leased therewith) or for the ejection of the lessee therefrom if the lessor, before taking the proceedings, has given to the lessee, upon one or more of the prescribed grounds but upon no other ground, notice to quit in writing for a period determined in accordance with section 260 and that period of notice has expired.

(4) Service of the notice to quit may, without prejudice to any other mode of service, be effected by delivering the notice to—

- (a) some person apparently over the age of sixteen years and apparently residing in or in occupation of the premises ; or
- (b) the person by whom the rent of the premises is customarily paid.

The provisions of sections 36, 37 and 38 shall not apply to the service of a notice to quit.

(5) The prescribed grounds shall be—

- (a) that the lessee has failed to pay the rent in respect of a period—
 - (i.) where the lessee's period of occupation does not exceed six months—of not less than seven days ;
 - (ii.) where the lessee's period of occupation exceeds six months but does not exceed twelve months—of not less than fourteen days ;
 - (iii.) in any other case—of not less than twenty-eight days ;
- (b) that the lessee has failed to perform or observe some other term or condition of the lease and the performance or observance of that other term or condition has not been waived or excused by the lessor ;
- (c) that the lessee has failed to take reasonable care of the premises, or of any furniture or other goods leased therewith or has committed waste ;

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- (d) that the lessee has been guilty of conduct which is a nuisance or annoyance to adjoining or neighbouring occupiers ;
- (e) that the lessee or any other person has been convicted, during the currency of the lease, of any offence arising out of the use of the premises for any illegal purpose or that a court has found or declared that the premises have, during the currency of the lease, been used for some illegal purpose ;
- (f) that the lessee has given notice of his intention to vacate the premises and, in consequence of that notice, the lessor has agreed to sell or let the premises or has taken any other steps as a result of which he would be seriously prejudiced if he could not obtain possession ;
- (g) that the premises—
- (i.) being a dwelling-house or, in the case of a dwelling-house within the meaning of paragraph (c) of the definition of “dwelling-house” in section 4, the part thereof which is leased for the purposes of residence—are reasonably required by the lessor for occupation as a dwelling-house by himself or by some person who ordinarily resides with, and is wholly or partly dependent upon, him ; or
 - (ii.) not being a dwelling-house or a part of a dwelling-house leased as aforesaid—are reasonably required for occupation by the lessor, or by a person associated or connected with the lessor in his trade, profession, calling or occupation ;
- (h) that the premises are used as, or have been acquired for use as, a parsonage, vicarage, presbytery or other like premises and are reasonably required for the personal occupation of a minister of religion (including a person who, although not ordained, is performing all the duties of a minister of religion) ;
- (i) that the lessor is a trustee and the premises are reasonably required by a beneficiary under the trust for his personal occupation or for the occupation of some person who ordinarily resides with, and is wholly or partly dependent upon, him ;

- (j) that the lessor is a person, body or authority carrying on a hospital, or a trustee for such a person, body or authority, and the use of the premises is reasonably required for the purposes of the hospital (including the accommodation of the staff of the hospital) ;
- (k) that the premises have been occupied, or are occupied in consequence of his employment by some person in the employ of the lessor and are reasonably required for the personal occupation in consequence of that employment of some other person employed by, or about to become employed by, the lessor ;
- (l) that the lessor has agreed to sell the premises by an agreement which requires the purchaser to pay not less than one-fourth of the whole purchase-money within twelve months from the date thereof and by which the purchaser is entitled to vacant possession of the premises and the premises—
 - (i.) being a dwelling-house or, in the case of a dwelling-house within the meaning of paragraph (c) of the definition of “dwelling-house” in section 4, the part thereof which is leased for the purposes of residence—are reasonably required by the purchaser for occupation as a dwelling-house by himself or by some person who ordinarily resides with, and is wholly or partly dependent upon, him ; or
 - (ii.) not being a dwelling-house or a part of a dwelling-house leased as aforesaid—are reasonably required for occupation by the purchaser, or by a person associated or connected with the purchaser in his trade, profession, calling or occupation ;
- (m) that the premises are reasonably required by the lessor for reconstruction or demolition ;
- (n) that the lessee has become the lessee of the premises by virtue of an assignment or transfer which the lessor has not consented to or approved ; or
- (o) that the lessee has sublet the premises or some part thereof by a sublease which has not been consented to or approved by the lessor.

(6) In subsection (5), unless the contrary intention appears, "lessor" includes, where there is more than one lessor, any one or more of the lessors, and "lessee" includes, where there is more than one lessee, any one or more of the lessees.

(7) Notice to quit on a ground specified in paragraph (n) or (o) of subsection (5)—

(a) shall not be given—

- (i.) where the lessee became the lessee by virtue of an assignment or transfer made before the first day of March, nineteen hundred and forty-seven, or the sub-lease was granted before that day ;
- (ii.) where the lease is for a fixed term— unless that term has expired ; or
- (iii.) in the case of a periodic lease—unless the period which was current at the date on which the assignment, transfer or sublease took effect has expired ; and

(b) may be given whether or not the assignment, transfer or sublease was in breach of any covenant or condition.

Period of
notice to quit.

26o. (1) The period for which notice to quit shall be given shall be not less than a period of seven days, together with an additional seven days for each completed period of six months of occupation.

(2) Nothing in subsection (1) shall—

(a) require the giving of notice to quit for—

- (i.) a period exceeding fourteen days if the notice is given on any ground specified in paragraphs (c), (d), (e) or (f) of subsection (5) of section 26n and not on any other ground ;
- (ii.) a period exceeding thirty days if the notice is given on any other ground ; or
- (iii.) in the case of shared accommodation— a period exceeding fourteen days ; or

(b) allow the giving of notice to quit for a period shorter than the period which, but for this section, would be required.

26p. A lessor shall not, after the lessee has made an application to the trust under Part III. except with the consent of the trust, give a notice to quit on any ground specified in paragraph (f), (g), (h), (i), (j), (k) or (l) of subsection (5) of section 26n until after the expiration of six months after the making of a final determination on the application. but if a final determination has not been made within a period of six months after the date of the application, such a notice to quit may be given after the expiration of that period.

Notice to quit not to be given within six months after determination.

26q. (1) A person who becomes the lessor of premises to which this Act applies, being a dwelling-house or part of a dwelling-house, by purchase thereof (otherwise than in pursuance of a contract entered into before the first day of March, nineteen hundred and forty-seven) shall not, within a period of six months after the date of the agreement for the purchase, give a notice to quit on the ground specified in paragraph (g) of subsection (5) of section 26n to any person who was a lessee of the premises at the date of the agreement for the purchase.

Notice to quit where dwelling house sold.

(2) A lessor of premises to which this Act applies, being a dwelling-house or part thereof, shall not give a notice to quit on the ground specified in paragraph (l) of subsection (5) of section 26n to any person who was a lessee of the premises at the date of the agreement referred to in that paragraph (whether the agreement was made before or after the commencement of this Part) within a period of six months after the date of the agreement.

26r. A notice to quit shall specify the ground relied upon and shall give the particulars thereof and, in the proceedings, the lessor shall not be entitled to rely upon any ground not so specified.

Notice to specify grounds.

26s. A notice to quit given in accordance with the provisions of section 26n shall, if the tenancy in respect of which the notice was given has not otherwise terminated, operate so as to terminate the tenancy of the premises at the expiration of the period specified in the notice, but nothing in this section shall operate so as to determine any tenancy before the date on which it would have terminated if this section had not been enacted.

Notice to quit to terminate lease.

Notice to quit
after failure
of eviction
proceedings.

26t. (1) Where a lessor has taken proceedings in any court to recover possession of any premises to which this Act applies from the lessee or for the ejection of the lessee therefrom and the court has (whether before or after the commencement of this Part) refused to make an order in favour of the lessor, the lessor shall not give to the lessee any notice to quit (whether on the same ground as a previous notice to quit or on some other ground) within six months after the decision of the court unless he has first obtained the leave of a local court so to do.

(2) Where a court refuses to make an order in favour of a lessor it may, at the same time, grant leave for the purposes of this section.

Court to
consider
hardship.

26u. (1) On the hearing of any proceedings by a lessor for an order for the recovery of possession of any premises to which this Act applies, or for the ejection of the lessee therefrom, the court shall take into consideration, in addition to all other relevant matters—

- (a) any hardship which would be caused to the lessee or any other person by the making of the order ;
- (b) any hardship which would be caused to the lessor or any other person by the refusal of the court to make the order ; and
- (c) where the application is made on any one or more of the grounds specified in paragraphs (g), (h), (i), (j), (k), (l) and (m) of subsection (5) of section 26n—whether reasonably suitable alternative accommodation in lieu of the premises is, or has been since the date upon which notice to quit was given, available for the occupation of the person occupying the premises or for the occupation of the lessor or other person by whom the premises would be occupied if the order were made,

and may, in its discretion, make the order or may, on such conditions (if any) as it thinks fit, refuse to make the order notwithstanding that one or more of the prescribed grounds has been established.

(2) Where the application is made on either of the grounds specified in paragraphs (n) and (o) of subsection (5) of section 26n, the court shall not refuse, in the exercise of the discretion vested in it by subsection (1), to make the order unless the court is satisfied—

- (a) that special circumstances exist by reason of which the order should not be made ; or
- (b) without limiting the generality of the last preceding paragraph, in a case where the ground specified in paragraph (a) applies, that the subletting was in the course of a business of subletting carried on by the lessee.

(3) On the hearing of an application specified in the subsection (2), any assignee, sublessee or person in occupation of the premises or any part thereof shall be entitled to be heard.

26v. In respect of any proceedings referred to in section 26u the court may— Power to stay proceedings or orders.

- (a) from time to time, subject to such conditions (if any) and for such period as it thinks fit—
 - (i.) adjourn the proceedings ;
 - (ii.) stay or suspend the execution of any judgment or order which has been made or given in the proceedings ; or
 - (iii.) postpone the date for recovery of possession or for ejectment specified in any such judgment or order ; or
- (b) subject to such conditions (if any) as it thinks fit, vary, discharge, or rescind any such judgment or order :
- (c) where a warrant of execution has been issued, and whether the warrant has expired or not, from time to time extend the period stated in the warrant for the execution thereof—
 - (i.) if the court is satisfied that, because of the illness of the lessee or for other sufficient cause, it is or has been impracticable for the officer to whom the warrant is directed to execute the warrant within the period stated therein—for such period as it thinks fit ; or
 - (ii.) if the court is not so satisfied—for a period not exceeding seven days from the date on which the extension is granted.

Certain applications to operate as stay of execution.

26w. (1) An application to stay or suspend the execution of, or to vary, discharge or rescind, any judgment or order referred to in section 26v, or to postpone the date for recovery of possession or for ejectment specified in any such judgment or order, shall, when filed with the proper officer of the court, stay the execution of any warrant and operate to postpone the date for recovery of possession of the premises or for the ejectment of the lessee until the court has heard the application.

(2) Notwithstanding anything contained in paragraph (c) of section 26v, the court may, on the hearing of any such application, extend for such period as it thinks fit the period stated in any warrant for the execution thereof (whether the warrant has expired or not).

(3) Where, in respect of any proceedings referred to in section 26u the court has refused to grant an application of any of the kinds referred to in subsection (1) of this section, no further application of any of those kinds shall be made in respect of those proceedings except with the leave of the court.

Hearing in chambers.

26x. Proceedings for the recovery of possession of premises to which this Act applies or for the ejectment of a lessee therefrom may, with the consent of all parties, be disposed of in chambers but nothing in this section shall affect the power of the court to dispose of any such proceedings in chambers otherwise than under this section.

Appeal.

26y. (1) Except as provided in subsection (2), there shall be no appeal in proceedings under this Part from a judgment or order of a local court.

(2) There shall be an appeal, as to questions of law only, to the Supreme Court from any judgment or order of a local court in proceedings under this Part.

Ejectment orders not enforceable unless made under Act.

26z. Notwithstanding any other Act or law to the contrary, no order, other than an order made under this Part or under the National Security (Landlord and Tenant) Regulations made by any court for the recovery by the lessor of possession of any premises to which this Act applies (or of any furniture or other goods leased therewith), or for the ejectment of the lessee, shall be enforceable.

Court may order compensation for misrepresentation.

26aa. Where a lessor has obtained an order for the recovery of possession of any premises to which this Act applies or for the ejectment therefrom of a lessee and it is subsequently proved that the order was obtained by a

fraudulent representation or the concealment of material facts, the court which made the order may order the lessor to pay to the former lessee such sum as appears to the court to be sufficient as compensation for damage or loss sustained by the lessee as the result of the order, and the like proceedings may be taken upon the order as if the order had been a judgment of the court in favour of the former lessee.

26ab. (1) If a notice to quit is given on the ground specified in paragraph (g), (h), (i), (j) or (k) of subsection (5) of section 26n and the premises in respect of which the notice is given are vacated in accordance with the notice, or if an order for the recovery of possession of the premises or for the ejectment therefrom of the lessee is made on any such ground, the premises shall not, without the consent of a local court, be again leased or sold, or agreed to be leased or sold until after the expiration of the period of twelve months immediately succeeding the date on which the premises were vacated, possession of the premises was recovered, or the ejectment effected. Any person who commits any contravention of this subsection shall be guilty of an offence and liable to a penalty not exceeding fifty pounds.

Premises not to be sold or re-let in certain cases.

(2) Nothing in subsection (1) shall prevent—

(a) the letting of any portion of the premises to which this Act applies which is not reasonably required by the lessor or purchaser, as the case may be, provided that the total rent obtained is not greater than a reasonable rent for the whole of the premises less a reasonable deduction for the portion of the premises not so let; or

(b) where notice to quit has been given on the ground specified in paragraph (h), (i) or (k) of subsection (5) of section 26n the letting of the premises—

- (i.) to a minister of religion;
- (ii.) to a beneficiary under the trust; or
- (iii.) to some person in the employ of, or about to become an employee of, the lessor in consequence of his employment,

respectively.

(3) A transaction entered into in contravention of subsection (1) of this section shall not thereby be invalidated, but nothing in this subsection shall affect the liability of any person to any penalty in respect of any contravention of subsection (1).

Enforcement of orders.

26ac. An order for the recovery of possession of any premises to which this Act applies (or of any furniture or other goods leased therewith) or for the ejection of a lessee therefrom made by a court under this Part may be enforced in the same manner as a like order if made by that court otherwise than under this Part, might be enforced.

Acceptance of rent not to waive notice to quit.

26ad. Where notice to quit any premises to which this Act applies has been given, whether before or after the commencement of this Part—

- (a) any demand by the lessor for payment of rent, or of any sum of money as rent, in respect of any period within six months after the giving of the notice ;
- (b) the commencement of proceedings by the lessor to recover rent, or any sum of money as rent, in respect of any such period ; or
- (c) the acceptance of rent, or of any sum of money as rent, by the lessor in respect of any such period,

shall not of itself constitute evidence of a new tenancy or operate as a waiver of the notice.

Protection of sub-lessee.

26ae. (1) Where—

- (a) a lessor has consented to or approved a sublease of any premises to which this Act applies or any part thereof by the lessee, or a lessee has sublet any premises to which this Act applies or any part thereof in the course of a business of subletting carried on by the lessee ; and
- (b) the lessee ceases to be in possession of the premises, following upon—
 - (i.) the obtaining of an order by the lessor for the recovery of possession of the premises from the lessee or for the ejection of the lessee from the premises on any of the grounds specified in paragraphs (a) to (f) of subsection (5) of section 26n ; or
 - (ii.) the surrender of his lease by the lessee,

the sublessee shall (if he is in possession of the whole or portion of the premises sublet to him) be deemed to become

the lessee thereof from the lessor upon the same terms and conditions as the terms and conditions of the sublease, as in force immediately prior to—

- (c) the date on which the lessor gave notice to quit to the lessee ; or
- (d) the date on which the lessee notified the lessor of his intention to surrender the lease (or, if he did not so notify the lessor, the date on which the lessee surrendered the lease),

as the case may be.

(2) In a case to which subparagraph (i.) of paragraph (b) of subsection (1) applies, the order shall not be enforced against the sublessee.

(3) Where, prior to the lessor of any premises to which this Act applies giving notice to quit to the lessee upon any of the grounds specified in subsection (5) of section 26n, the lessee of the premises has sublet the whole or any part thereof—

- (a) the lessee shall, upon service of the notice to quit, forthwith notify the lessor in writing of the name and address of each person to whom he has so sublet and who is a sublessee of the premises or any part thereof at the date of service of the notice to quit;
- (b) the lessor shall, upon taking proceedings for the recovery of possession of the premises or for the ejectment of the lessee therefrom, file the notice given to him under this section with the proper officer of the court in which the proceedings are taken ; and
- (c) the proper officer of the court shall thereupon give notice by registered post to each person specified in the notice, at the address so specified, of the date of hearing of the proceedings by the court.

(4) On the hearing of any proceedings by a lessor for an order for the recovery of possession of any premises to which this Act applies or for the ejectment of the lessee therefrom, every person who is a sublessee of such premises or any part thereof shall be entitled to be heard.

(5) Any lessee who fails to give notice as required by paragraph (a) of subsection (3) shall be guilty of an offence and liable to a penalty not exceeding twenty pounds.

Protection of
certain persons
in possession
of premises.

26af. Where—

- (a) the tenancy of any premises to which this Act applies is terminated by virtue of the provisions of this Part or the National Security (Landlord and Tenant) Regulations ;
- (b) the person who was the lessee immediately prior to the termination of the tenancy (in this section referred to as “the former lessee”) dies after the termination of the tenancy ; and
- (c) a person (not being a lodger or boarder) resided with the former lessee immediately prior to his death and is actually in possession of the premises immediately after the death of the former lessee,

that person shall have the like right to continue in possession of the premises as the former lessee would have had if he had not died, but proceedings may be taken against that person for the ejection of that person from the premises or for the recovery of possession of the premises from that person in accordance with the provisions of this Part as if he were a lessee of the premises.

Costs not to be
allowed.

26ag. (1) No costs shall be allowed in any proceedings in relation to which this Part applies, not being proceedings in respect of an offence arising under this Part, unless it appears to the court that the conduct of the party in bringing or resisting the proceedings or in relation to the subject matter has been unreasonable, vexatious or oppressive.

(2) Notwithstanding subsection (1) the costs of any appeal to the Supreme Court shall be in the discretion of the Supreme Court.

Intervention
of trust.

26ah. The trust may, at any stage of any proceedings in relation to which this Part applies, intervene by counsel, solicitor or agent and may examine witnesses and address the court.

Exclusion of
premises let
for a short
term from
operation of
Part.

26ai. (1) The lessor or former lessor under a lease, or the proposed lessor under a proposed lease, of any premises to which this Act applies for a fixed term not exceeding six months may, at any time while the lessee or former lessee is in occupation of the premises, or prior to the commencement of the term of the proposed lease, make application in writing to the trust to exclude the premises from the operation of this Part.

(2) The applicant shall furnish such information in relation to the application as the trust requires.

(3) The trust may, in its discretion, issue a certificate excluding the premises, for such period as is specified in the certificate, from the operation of the provisions of this Part and the premises shall be excluded accordingly.

(4) The trust may at any time revoke or vary any certificate issued under subsection (3).

(5) Every certificate issued pursuant to regulation 78 of the National Security (Landlord and Tenant) Regulations before the commencement of this Part shall have the same effect as if issued by the trust under this section, and may be revoked or varied by the trust.

26aj. (1) The provisions of this Part shall not apply to or in relation to any premises to which this Act applies in respect of which a certificate under this section is in force.

Exclusion of certain subdivided premises, etc., from operation of Part.

(2) Where the owner of any premises to which this Act applies is desirous of making the whole or any part of those premises available for accommodation, he may apply to the trust for a certificate that the premises are premises to which this Part does not apply.

(3) The trust may—

(a) grant the application and issue the certificate, either unconditionally or subject to such conditions as it thinks fit and for such period as it thinks fit ; or

(b) refuse the application.

(4) A certificate issued under this section in respect of premises to which this Act applies being any part of a dwelling-house or of a residential unit in any building shall not have any force or effect in respect of any person who immediately prior to the issue of the certificate was the lessee of the dwelling-house or of any part of the dwelling-house or of the residential unit or of any other residential unit in the building.

(5) The trust may revoke or vary any certificate issued under this section.

(6) This section shall apply only in relation to premises to which this Act applies, being—

(a) a dwelling-house which is not in whole or in part leased to any person ;

- (b) a dwelling-house which the owner or lessee has converted, or intends to convert, into two or three, but not more, residential units ;
- (c) a dwelling-house or part of a dwelling-house which is leased to any person and which is about to become vacant ;
- (d) a part of a dwelling-house which has been leased by the owner but is not for the time being leased to any person ; or
- (e) a residential unit in a building which the owner of the building proposes to lease or to permit to be leased for residential purposes separately from the remainder of the building and which has not previously been so separately leased,

but shall not apply in relation to any building containing more than three residential units or in relation to any residential unit in any such building.

(7) In this section " residential unit " means any part of a building which is or has been designed, whether originally or otherwise, for occupation as a residence independently of any other part of the building.

(8) Every certificate issued pursuant to regulation 79 of the National Security (Landlord and Tenant) Regulations before the commencement of this Part shall have the same effect as if issued by the trust under this section, and may be revoked or varied by the trust.

Continuance
of existing
proceedings.

26a.k. (1) All proceedings before any court under the National Security (Landlord and Tenant) Regulations which were pending at the commencement of this Part for the recovery of possession of any premises to which this Act applies or for the ejection of any lessee therefrom may be continued as if those proceedings had been commenced under this Part.

(2) Any notice to quit in respect of premises to which this Act applies which was given before the commencement of this Part pursuant to Part III. of the National Security (Landlord and Tenant) Regulations shall have the same force and effect as if given under this Part.

(3) All rules of court made pursuant to the Local Courts Act, 1926-1947, with respect to proceedings under the National Security (Landlord and Tenant) Regulations shall *mutatis mutandis* apply to proceedings under this Part.

26al. The Governor may make regulations—

Regulations.

- (a) prescribing grounds upon which notices to quit premises to which this Act applies may be given by lessors, and for that purpose may vary or delete any of the prescribed grounds set out in section 26n and may prescribe additional grounds ;
- (b) prescribing any period for which any notice to quit shall be given and for that purpose may prescribe periods different to those prescribed by section 260.

7. The following sections are enacted and inserted in the principal Act after section 31 thereof :—

Enactment of
ss. 31a and 31b
of principal
Act—

31a. (1) Any person who, without the consent of the lessee of premises to which this Act applies, or without reasonable cause (proof whereof shall lie upon the defendant), does, or causes to be done, any act, or omits, or causes to be omitted, any act where the ordinary use or enjoyment by the lessee of the premises or of any furniture or other goods leased therewith, or of any conveniences usually available to the lessee, or of any service supplied to, or provided in connection with the premises is interfered with or restricted, shall be guilty of an offence and liable to a penalty not exceeding fifty pounds.

Persons not to
interfere with
use or
enjoyment of
premises.

(2) Where the lessor, or any agent or servant of the lessor, has been convicted of an offence arising under subsection (1), the court may order the lessor to do such things as are necessary to enable the lessee to resume the ordinary use or enjoyment of the premises, furniture, goods, conveniences, or service, and the lessor shall comply with the provisions of the order.

(3) For the purpose of this section, conveniences shall be deemed to be usually available to the lessee where, prior to the use of the conveniences having been interfered with or restricted without his consent, he has been allowed, at all times during the tenancy to use those conveniences as he desired or he has been allowed to use those conveniences at times agreed to by the lessor and lessee or at times equivalent to those times.

(4) In this section the term “premises to which this Act applies”, in addition to having the meaning ascribed to it by section 5, includes any caravan (within the meaning of Part IIIA) the maximum rent (within the meaning of Part

IIIA) of which is fixed pursuant to Part IIIA and any land with respect to which the maximum rent (within the meaning of Part IIIA) is fixed pursuant to Part IIIA.

For the purposes of this section the hirer of any such caravan shall be deemed to be the lessee thereof and the owner of any such caravan or of any such land shall be deemed to be the lessor thereof respectively and the letting (within the meaning of Part IIIA) of any such caravan and any arrangement with respect to land such as is referred to in the definition of "rent" with respect to land in section 26a shall be deemed to be a tenancy.

Suspension of
right to distrain
for rent.

31b. (1) No person shall levy or make any distress for rent of a dwelling-house.

(2) Any person who commits any contravention of subsection (1) shall, without limitation of any other liability occasioned thereby, be guilty of an offence and liable to a penalty not exceeding fifty pounds.

Amendment of
principal Act,
s. 43—
Rules of Court.

8. Section 43 of the principal Act is amended by adding at the end thereof the words "and for regulating the procedure to be followed in proceedings under Part IIIB. of this Act and otherwise for carrying the said Part into effect".

Amendment of
principal Act,
s. 49—
Duration
of Act.

9. Section 49 of the principal Act, as enacted by section 8 of the Landlord and Tenant (Control of Rents) Act Amendment Act, 1946, is amended by striking out the word "forty-eight" in the third line thereof and by inserting in lieu thereof the word "forty-nine".

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

C. W. M. NORRIE, Governor.