



# Lease Agreement

## Government Employee Housing

### THE PANEL FORM

The Landlord leases to the Tenant the premises located at the address hereunder described and the Tenant accepts this periodic Lease of the premises at the rent stipulated and subject to the covenants and conditions contained below and annexed hereto.

LOT NUMBER:
STREET ADDRESS:
LOCATION:

LANDLORD

Name only: CHIEF EXECUTIVE OFFICER (HOUSING)  
 Address: c/- Department of Local Government, Housing & Sport  
 (Government Employee Housing)  
 GPO Box 4621, Darwin NT, 0801

TENANT

Name:  
 Address for the  
 service of notices:

TERM OF LEASE

PERIODIC

COMMENCEMENT DATE:

The Common Seal of the Landlord was hereto affixed

on (date).....

In the presence of

.....

Signed by the Tenant

On (date).....

In the presence of

Witness

Full name:

Title:

Telephone No.:

(The witness must be 18 years or over)

The Landlord and the Tenant agree to be bound by the covenants and conditions contained in the Standard Terms Document Registered No 371929 as attached ("the Standard Terms Document").

**GOVERNMENT EMPLOYEE HOUSING**

**THE SCHEDULE**

Variable information that relates to specific rights and obligations referred to in the Standard Terms Document is as follows:

**ITEM 1: THE RENT**

The total dwelling rental shall be \$.....per fortnight and may be varied from time to time in accordance with Section 23 of the Housing Act (refer Clause 4).

**ITEM 2: MANNER OF PAYMENT**

- (a) The proportion of rent to be paid by the Tenant to the Landlord is \$..... (“the Tenant’s proportion”).
- (b) The Tenant’s proportion of the rent shall be paid fortnightly in advance through salary deduction with the first payment due on the first Government payday falling after the commencement date. A rental Adjustment will be processed for any arrears incurred at commencement.
- (c) The rent shall be paid into the following account.....

**ITEM 3: BOND**

The bond is \$.....

**ITEM 4: CHATTELS, FIXTURES AND FITINGS PROVIDED AS ANCILLARY PROPERTY**

**ITEM 5: ADDRESS FOR SERVICE OF NOTICES**

**Landlord**

Postal Address: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

**The Tenant**

P O Box \_\_\_\_\_

Telephone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

**ITEM 6: EMPLOYMENT DETAILS**

Employer: .....

Position: .....

Location: .....

# GOVERNMENT EMPLOYEE HOUSING LEASE AGREEMENT

## STANDARD TERMS DOCUMENTS NO: 371929

### 1. DEFINITIONS AND INTERPRETATION

1.1 "ancillary property" means -

- (a) ancillary real property, including a garden, not forming part of the premises;
- (b) fixtures; and
- (c) chattels, including but not limited to furniture, other household effects and a garden watering system.

provided, or to be provided, by the Landlord, either under the Lease or independently of the Lease for use by the Tenant, but does not include common property within the meaning of the Unit Titles Act.

1.2 "the bond" is the amount specified in Item 3 of the Schedule that the Tenant has paid or is required to pay in accordance with Clause 6.

1.3 "the commencement date" means the day that this Lease agreement will commence as specified in the Panel Form.

1.4 "Commissioner" means the Commissioner of Tenancies within the meaning of Section 13 of the RTA.

1.5 "common areas" means all walkways, driveways, carpark and areas intended for common usage in circumstances where the premises are attached to other premises and includes common property within the meaning of the Unit Titles Act.

1.6 "Housing Act" means the Housing Act of the Northern Territory of Australia.

1.7 "the Landlord" shall mean the Chief Executive Officer (Housing) and its successors and assigns, and any Agent or Representative thereof.

1.8 "the Lease" means the estate, interest and relationship created by this Tenancy Agreement, the Panel Form and the Schedule.

1.9 "the Lease term" shall be a periodic Lease from fortnight to fortnight commencing on the commencement date specified in the Panel Form.

1.10 "the Local Court" means the Local Court nearest to the premises.

- 1.11 "the Panel Form" means the first page of this Lease Agreement containing the names and signatures of the parties to this Lease.
- 1.12 "the premises" has the following meanings:
- where the premises comprises a single residence on the land or a unit title within the meaning of the Unit Titles Act "the premises" shall mean all of the property described in the Panel Form.
  - where the premises comprise a flat in a group of flats on the land "the premises" shall mean a portion of the property described in the Panel Form.
- 1.13 "the property condition report" means any record of the state of repair of the premises which is or will be brought into existence by the Landlord within twenty eight (28) days after the Tenant first took, or first takes, possession of the premises.
- 1.14 "the rent" is the amount provided in Item 1 of the Schedule payable under the Lease for the occupancy of the premises for the Lease term, subject to any rent review from time to time pursuant to Clause 4 hereof.
- 1.15 "residents" means those people disclosed to the Landlord by the Tenant as intended occupants of the premises.
- 1.16 "the Schedule" means the variable data schedule contained on the second page of this Agreement.
- 1.17 "the Residential Tenancies Act" shall mean the Residential Tenancies Act ("RTA") of the Northern Territory as amended from time to time.
- 1.18 "the Residential Tenancies Regulations" means the Regulations made pursuant to the RTA.
- 1.19 "Tenant" means the person who is named as Tenant in the Panel Form and who is granted a right of occupancy of the premises under this Lease.
- 1.20 "Tenant Code of Conduct" includes those directions to the Tenant contained at Clause 22 hereof.
- 1.21 Headings are for ease of reference only and are not to be referred to in the interpretation of this Lease.

## **2. GRANT OF LEASE**

- 2.1 The Landlord hereby grants to the Tenant a Lease of the premises described in the Panel Form.
- 2.2 The Landlord and the Tenant hereby covenant and agree:

- (a) The Tenant is entitled to vacant possession of the premises on and from the commencement date.
  - (b) Subclause 2.2(a) does not apply in relation to a part of the premises in respect of which a right to exclusive possession is not given by the Lease.
  - (c) There is no legal impediment to the Tenant's occupation of the premises as a place of residence that the Landlord knew of, or ought to have known of, when entering this Lease agreement.
- 2.3 (a) The Tenant is entitled to quiet enjoyment of the premises without interruption by the Landlord or a person claiming under the Landlord or with superior title to the Landlord's title.
- (b) The Landlord will not cause an interference with the reasonable peace or privacy of the Tenant in the Tenant's use of the premises.
- 2.4 At all times during the Lease term, the Landlord and the Tenant shall comply with the provisions of the RTA as they apply to each party.

### **3. CONTINUING DISCLOSURE AND ELIGIBILITY**

- 3.1 The Tenant must not give the Landlord:
- (a) information about the Tenant's identity that is material to the Landlord's decision to enter into the Lease and that is, to the knowledge of the Tenant, false; or
  - (b) any other information, required by or under the RTA to be given in relation to the Lease, that is, to the knowledge of the Tenant, false.
- 3.2 The Tenant acknowledges that this Lease is granted as a condition or benefit associated with, and its continuation is subject to the Tenant's employment by the organisation named as the 'employer', and in the position and location, set out in Item 6 of the Schedule.
- 3.3 The Tenant shall immediately inform Territory Housing of any change in employment status as set out in Item 6 of the Schedule.
- 3.4 In the event that the Tenant's employment as set out in Item 6 of the Schedule is terminated or purported to be terminated, the Landlord may serve a Notice of Termination on the Tenant in accordance with Section 91 of the RTA. In this event, the Tenant shall vacate the premises in accordance with Clause 16 hereof, irrespective of whether or not the Tenant may dispute the validity of the purported termination of employment.
- 3.5 The Tenant shall immediately inform Territory Housing of any change in household structure ie: the number of people residing in the dwelling.

- 3.6 Any failure by the Tenant to exercise utmost good faith in respect of the obligation to notify the Landlord of any change in the circumstances specified in Clauses 3.3 and 3.5 may constitute a breach of Section 31 of the Housing Act.

#### **4. PAYMENT OF RENT**

The Tenant must pay the rent in the manner and at the place agreed between the Landlord and the Tenant and specified in this Clause 4 and Items 1 and 2 of the Schedule.

#### **5. RENT ADJUSTMENTS**

- 5.1 The rent may be varied from time to time in accordance with any determination made pursuant to Section 23 of the Housing Act.
- 5.2 The Landlord shall promptly notify the Tenant of any change in rent and the Tenant shall thereafter pay the increased or decreased rent as from the date specified in the notice or in the event no such date is provided, then from the date of the determination pursuant to Section 23 of the Housing Act.

#### **6. BOND**

- 6.1 The Tenant must pay the bond to the Landlord to secure the performance of this Lease in the amount and in the manner described in Item 3 of the Schedule.
- 6.2 The Landlord may, in accordance with Part 12, Section 112 (3) of the RTA, apply any portion of the bond to:
- (a) make good the damage (other than reasonable wear and tear) to the premises or to ancillary property that occurred during the Lease term and that was caused by a Tenant or a person for whose actions a Tenant is liable;
  - (b) replace ancillary property lost or destroyed by the Tenant or by a person for whose actions a Tenant is liable;
  - (c) clean the premises or ancillary property left unreasonably dirty by the Tenant or a person for whose actions the Tenant is liable;
  - (d) replace locks altered, removed or added by the Tenant without the consent of the Landlord;
  - (e) pay for unpaid rent or for unpaid charges for electricity, gas or water payable by the Tenant;

- (f) compensate the Landlord for any loss or expense incurred by the Landlord if the Tenant fails to vacate the premises when lawfully required to do so;
  - (g) pay money ordered by the Commissioner or a court to be paid by the Tenant but not paid.
- 6.3
- (a) If the Tenant is not in breach of the Lease on the termination of the agreement and the premises are returned to the Landlord in the same condition, fair wear and tear excepted that existed, at the earlier of the commencement date or the date the Tenant first took occupation of the premises, then any balance of the bond, after all deductions as provided above, will be returned to the Tenant.
  - (b) In Northern Territory towns where there is a Territory Housing office the bond, after all deductions as provided above, will be returned within 28 days of the Tenant vacating the premises.

## **7. USE OF PREMISES**

The Tenant must:

- (a) not use the premises or ancillary property, or cause the premises or ancillary property to be used, for an illegal purpose;
- (b) not cause or permit a nuisance on the premises, ancillary property or on land adjacent to or opposite the premises;
- (c) not cause or permit ongoing or repeated interference with the reasonable peace or privacy of another person in the other person's use of premises or land in the immediate vicinity of the premises;
- (d) not permit to reside in the premises any person or persons other than the spouse of the Tenant and the children or other approved dependants of the Tenant approved by the Landlord, provided that the Landlord may in writing permit another person or persons to reside in the premises for such periods and upon such conditions as the Landlord determines;
- (e) use the premises for residential purposes only;
- (f) not, without the Landlord's written consent or otherwise than in accordance with the RTA, make an alteration or addition to the premises or ancillary property;
- (g) not cause or make any structural improvements to the premises provided this prohibition shall not extend to minor improvements such as the fitting of blinds or curtains and the installation of picture hanging hooks which are not likely to affect the structural soundness of the premises.

- (h) not keep any unlicensed or unroadworthy motor vehicles on the premises.
- (i) notify the Landlord before the premises are left unoccupied for more than 30 days.
- (j) comply with the Code of Conduct.

## **8. REPAIRS, MAINTENANCE AND SECURITY**

8.1 The Landlord must ensure that the premises and ancillary property:

- (a) are habitable;
- (b) meet all health and safety requirements specified under an Act that apply to residential premises or the ancillary property; and
- (c) are reasonably clean when the Tenant enters into occupation of the premises.

8.2 Subject to Part 7 of the RTA, the Landlord:

- (a) must ensure that the premises and ancillary property are in a reasonable state of repair when the Tenant enters into occupation of the premises; and
- (b) must maintain the premises and ancillary property in a reasonable state of repair, having regard to their age, character and prospective life.

8.3 (a) The Landlord will take reasonable steps to provide and maintain the locks and other security devices that are necessary to ensure the premises are reasonably secure. The Landlord will not alter or remove a lock or security device on the premises or ancillary property or add a lock or security device to the premises or ancillary property without the consent of the Tenant.

- (b) If the Landlord alters a lock or security device on the premises or ancillary property or adds a lock or security device to the premises or ancillary property, without the consent of the Tenant, the Landlord will provide to the Tenant a key to the lock or security device as soon as practicable after the alteration or the addition, unless the Tenant consents to the Landlord doing otherwise.

8.4 The Landlord may in accordance with Clause 15 have its servants or agents enter the premises to effect any repairs or maintenance and, if such repairs or maintenance result from the Tenant's failure to maintain the premises as provided in Clause 8.5 hereof, the Landlord shall be entitled to recover from the Tenant all costs incurred by it by reason of such repairs or maintenance.

8.5 The Tenant:

- (a) will not maintain the premises and ancillary property in an unreasonably dirty condition, allowing for reasonable wear and tear;
- (b) must notify the Landlord of any damage or apparent potential damage to the premises or ancillary property, other than damage of a negligible kind;
- (c) must not intentionally or negligently cause or permit damage to the premises or ancillary property;
- (d) if the premises are a unit within the meaning of the Unit Titles Act - must not intentionally or negligently cause or permit damage to the common property within the meaning of that Act;
- (e) shall maintain and keep at their own expense the premises in a neat, tidy and clean state having regard to the condition of the premises at the commencement date or earlier occupation and as recorded in the property condition report and without limiting the generality thereof:
  - (i) use sinks, basins, baths, toilets or other plumbing facilities for their intended purpose and keep the same clear of obstruction;
  - (ii) water and nurture any lawn, trees, shrubs or gardens comprised within the premises;
  - (iii) remove and lawfully dispose of any rubbish, garden refuse or the like; and
- (f) promptly notify orally or in writing the Landlord of any accident to or defect or want of repair in or about the premises or the ancillary property.

8.6 The Tenant may remove a fixture affixed to the premises by the Tenant unless its removal would cause damage to the premises or ancillary property. If the Tenant causes damage to the premises or ancillary property by removing a fixture, the Tenant must:

- (a) notify the Landlord; and
- (b) at the option of the Landlord have the damage repaired or compensate the Landlord for the reasonable cost of repairing the damage.

8.7 (a) The Tenant will not, without reasonable excuse:

- (i) alter or remove a lock or security device on the premises or ancillary property; or
- (ii) add a lock or security device to the premises or ancillary property without the consent of the Landlord.

- (b) If the Tenant:
  - (i) alters a lock or security device on the premises or ancillary property; or
  - (ii) adds a lock or security device to the premises or ancillary property,

without the consent of the Landlord, the Tenant will provide to the Landlord a key to the lock or security device as soon as practicable after the alteration or the addition, unless the Landlord consents to the Tenant doing otherwise.

- 8.8 (a) Subject to the provisions of Part 7 of the RTA, if the premises or ancillary property require repair or maintenance, other than repair or maintenance of a negligible kind, the Tenant is, as soon as reasonably practicable after becoming aware of the need for the repairs or maintenance, to notify the Landlord orally or in writing of the requirement.
- (b) For the purposes of this Clause, "ancillary property" includes gardening or watering equipment or other chattels provided in relation to a garden but, unless the Lease agreement specifies otherwise, does not include vegetation other than a tree that poses a risk to a person's safety.

8.9 The Tenant shall be responsible for any damage resulting to the premises and ancillary property arising out of any failure by the Tenant to notify the Landlord or any undue delay in notification Clause 8 and 13.2.

## **9. TENANT'S RESPONSIBILITY FOR THE ACTIONS OF OTHERS (VICARIOUS LIABILITY)**

- 9.1 If a person who, while on the premises with the consent of the Tenant, performs or omits to perform an act that, if it had been an act or omission of the Tenant, would have been a breach of the Lease, the Tenant is responsible under the Lease for the act or omission for the purposes of the RTA.
- 9.2 In the interpretation of Clause 9.1, 11.5 and 22.1(e) hereof, any person lawfully on the premises shall be deemed to be so with the consent of the Tenant.

## **10. NO ASSIGNMENT OR SUB-LETTING**

- 10.1 The Tenant shall not assign their interest in the premises nor shall the Tenant permit others to use the premises (whether exclusively or otherwise) for reward.
- 10.2 The Tenant shall not without the prior written consent of the Landlord sub-let their interest in the premises nor shall the Tenant permit others to use the premises (whether exclusively or otherwise) for reward.

## **11. INJURY AND INSURANCE**

- 11.1 The Tenant must not intentionally or recklessly cause or permit:
- (a) damage to the premises;
  - (b) damage to property of any neighbours;
  - (c) damage to any common area;
  - (d) injury to any person upon the premises or upon any neighbour's property or upon the common area.
- 11.2 The Landlord is responsible for insuring the premises against damage to the structure caused by fire, storm and like risks.
- 11.3 The Tenant is responsible for their own personal property and should insure the same.
- 11.4 The Tenant must not do anything that would render any insurance cover, whether effected by the Landlord or a Corporation under the Unit Titles Act, void or voidable.
- 11.5 The Tenant shall indemnify the Landlord against any claim for damages arising from any injury to person or property which may be caused by the Tenant or residents or people who enter or remain on the premises with the consent of the Tenant arising by reason of any happening or event at the premises not caused by the negligence of the Landlord.
- 11.6 The Tenant shall reimburse to the Landlord any costs or damages that may be incurred by the Landlord arising from a breach of any of the Tenant's obligations under this Clause.

## **12. SERVICES AND RATES**

- 12.1 The Tenant shall be responsible for paying for all electricity, gas, water, telephone or other services connected to the premises at the request of the Landlord, other than the outgoings payable by the Landlord pursuant to Clause 12.3 hereof.
- 12.2 The Tenant shall be responsible for and shall reimburse the Landlord for all water usage at the premises, or, where water charges are referable to the land upon which the premises is one of a number of dwellings, a pro rata proportion of all such water charges PROVIDED THAT the Landlord may, in its discretion and from time to time, waive its entitlement to claim reimbursement entirely or in part.
- 12.3 The Landlord will pay all Local Council rates, garbage charges and sewerage charges, and all other outgoings referable to the premises.

### **13. PESTS**

- 13.1 The Tenant must take all reasonable steps to ensure the premises are kept free from pests such as rats, mice, cockroaches, fleas, ticks, silverfish, ants and the like.
- 13.2 Should the Tenant become aware of an infestation of white ants, termites or other pests that might damage the structure of the premise the Tenant shall immediately notify the Landlord.

### **14. PETS**

- 14.1 The Tenant may keep pets on the premises except where prohibited by any of the circumstances provided in Clause 14.2
- 14.2 Pets shall not be kept on the premises where:
- (a) the premises comprise a unit within the meaning of the Unit Titles Act and the Articles of the Corporation prohibit the keeping of pets;
  - (b) the Landlord has delivered a notice prohibiting the keeping of pets;
  - (c) the keeping of pets offends any Local Government By Law, Public Health Act, Rule, Regulation or other enactment;
  - (d) if where the pets are either a dog or a cat the premises do not contain an enclosed yard;
  - (e) the keeping of such pets would breach the Landlord's rules in that regard, circulated from time to time, and which, at the date hereof, are that no Tenant shall be permitted to keep more than one cat, two dogs, small fish or small birds; or
  - (f) the pets cause a nuisance or danger to neighbours.

### **15. RIGHT OF ENTRY**

- 15.1 The Landlord may only enter the premises or ancillary property in accordance with the RTA.
- 15.2 Subject to Clause 15.1, the Landlord shall have the right to enter the premises and ancillary property with the Tenant's permission at the times and for the reasons specified in Part 9 of the RTA being for collection of rent, inspection of premises and ancillary property, carrying out necessary repairs or maintenance, preparing the property condition report or inspection by prospective Tenant's or purchasers provided that the Landlord gives:

- (a) no less than 7 days oral or written notice to the tenant in relation to entry for the purpose of collection of rent or inspection of premises; and
  - (b) no less than 24 hours oral or written notice to the Tenant in relation to entry for the purpose of carrying out repairs and maintenance, preparing the property condition report or inspection by prospective Tenants or purchasers.
- 15.3 The Landlord will only enter the premises immediately without the Tenant's permission in the following circumstances:
- (a) in an emergency; or
  - (b) if the Landlord has reasonable grounds to suspect that significant damage has been, is being, or is about to be, caused to the premises or to ancillary property.
- 15.4 If the Landlord has reasonable grounds for believing that the premises has been abandoned and rent is outstanding in relation to the premises, the Landlord may take possession of the premises.

## **16. RETURN OF PREMISES**

- 16.1 This Lease is a periodic tenancy and may be terminated by either party in accordance with Clause 18 hereof.
- 16.2 Upon the termination of the term by any means, the Tenant must vacate the premises and deliver to the Landlord vacant possession of the premises and without limiting the generality thereof, the Tenant shall:
- (a) not less than fourteen days prior to moving from the premises, contact the Landlord to arrange for a final inspection of the premises; and
  - (b) deliver the keys to the premises (including duplicates) to the Landlord or its designated agent, no later than the date the Tenant vacates the premises.
- 16.3 At the end of the Lease the Tenant must give the premises and ancillary property back to the Landlord:
- (a) in reasonable state or repair; and
  - (c) in a reasonably clean condition, allowing for reasonable wear and tear

## **17. ABANDONED GOODS**

- 17.1 If the Tenant leaves goods on the premises or ancillary property, the Landlord will:

- (a) destroy or dispose of the goods if they are perishable or have perished, or if their value is less than the cost of their removal, storage and sale; or
  - (b) store the goods.
- 17.2 If the Landlord stores the goods in accordance with Clause 17.1, then the Landlord shall have the right to sell the goods in accordance with Section 109 of the RTA and retain out of the sale proceeds:
- (a) the cost of removing, storing and selling the goods;
  - (b) the cost of giving notice pursuant to Section 109 of the RTA;
  - (d) any amounts owed to the Landlord under the Lease.

## **18. TERMINATION**

- 18.1 The Landlord may terminate this Lease by delivery of a Notice of Termination in accordance with Part 11 of the RTA in any of the circumstances provided therein or for any breach by the Tenant of a term or terms specified in Clause 21.
- 18.2 The Tenant may terminate this Lease by delivery of a Notice of Termination in accordance with Part 11 of the RTA..

## **19. REGISTRATION**

- 19.1 The parties acknowledge the Landlord has no intention to register this Lease upon the relevant instrument of title.
- 19.2 The Tenant covenants and undertakes not to register a caveat in respect of its interest under this Lease.

## **20. LEGAL COSTS**

- 20.1 If any legal action is taken by the Landlord as a result of the Tenant's failure to comply with any of the conditions of this Lease the Tenant shall, upon demand in writing, reimburse any solicitor's costs incurred by the Landlord calculated on a solicitor own client basis.
- 20.2 Should the Tenant fail to reimburse the said costs within 7 days, the said costs may be sued for as a liquidated sum in the Local Court.

## **21 ESSENTIAL TERMS**

- 21.1 For the purposes of Section 88 of the RTA, each and every term of this Lease that imposes an obligation, responsibility or duty on the Tenant is hereby specified as a term, the breach of which permits the Landlord to terminate this Lease.
- 21.2 The failure of the Landlord to take advantage of any default or breach of the provision of this Lease, either express or implied shall not be, or be constructed as, a waiver of that default or breach, or else stop the Landlord from taking any action in respect of that breach.
- 21.3 Any waiver by the Landlord of a particular default or breach of the provisions of this Lease, either express or implied, shall not be deemed to be a waiver of any other provision of this Lease or any future waiver of that provision.

## **22 CODE OF CONDUCT**

- 22.1 During the Lease term the Tenant must:
- (a) comply with all relevant Northern Territory legislation (including the Residential Tenancies Act and the Housing Act) and any local government by laws;
  - (b) treat neighbours in a reasonable and courteous manner and not create a nuisance whether by loud noise, offensive behaviour, bad language, drunken behaviour, physical violence or trespass onto any neighbour's property;
  - (c) where pets are permitted ensure those pets do not cause a hazard or nuisance to neighbours and do not cause the premises to be damaged or unsanitary;
  - (d) not bring toxic, inflammable or hazardous substances onto the premises;
  - (e) ensure that any person on the premises with the knowledge and consent of the Tenant complies with this Lease and the Code of Conduct.
- 22.2 If the premises is a flat or strata unit, then the Tenant has special responsibilities because of the close proximity of neighbours and therefore must in addition to those obligations stated in Clause 7 also:
- (a) comply with the Unit Titles Act and the articles of the Body Corporate (if a strata unit);
  - (b) not place or leave objects in common areas;

- (c) not leave vehicles in a way that might obstruct the free passage of other Tenants and visitors;
- (d) where necessary share rubbish facilities in a way that ensures reasonable access for other Tenants;
- (e) having regard to the proximity of neighbours not disturb the peace and quiet of neighbours or conduct loud parties or parties that disrupt the peace and quiet of neighbours;
- (f) only use the car park or parks allotted to the premises;
- (g) not leave rubbish or mess in common areas.

## **23. SEVERANCE**

If any provision in this Lease be invalid, unenforceable or illegal it may be severed from the remainder of the Lease and the remainder shall remain effective.

## **24. NOTICES**

24.1 Any notice to be given under any provision in this Lease shall be in writing and served unless the provision pursuant to which the notice is given states otherwise.

24.2 Service shall be deemed to be properly effected if,

- (a) in the case of service on the Landlord, the notice is sent to the Chief Executive Officer (Housing), care of the Regional Director at the address for service of the Chief Executive Officer (Housing) shown at Item 5 of the Schedule and,
- (b) in the case of service on the Tenant, by handing it to the Tenant or by leaving it at the premises or by posting it by prepaid mail to the Tenant at the address for service of the Tenant shown at Item 5 of the Schedule, whereupon service shall be deemed to be effected four business days after posting from Darwin, Palmerston, Katherine, Tennant Creek, Alice Springs or Nhulunbuy and fourteen days when posting from anywhere else in the Northern Territory.

*Residential Tenancies Act – Timeframe exemptions for remote localities*

<b>R.T.A. Sub Clause</b>	<b>Description</b>	<b>Omit</b>	<b>Substitute</b>
19(3)	<b>Tenancy agreements to be written</b> – requirement for landlord to provide tenant with a copy of signed tenancy agreement. Parties to each have a copy.	“seven” days where it appears in the last line of the sub clause..	“28”.
25(1)	<b>Commencement property condition report</b> – Landlord may provide tenant a copy of property condition report to which a tenancy agreement relates.	“three” business days where it appears in the first line of the sub clause.	“28”.
26(1) and (3)	<b>Alteration or acceptance of property condition report</b> –tenant may make alterations and landlord may accept/negotiate/reject the tenants alterations to property condition report	“five” business days where it appears in the first line of each sub clause.	“28”.
27(1)	<b>Property condition report dispute may be referred to Commissioner</b> –tenant and/or landlord may apply to the Commissioner to prepare a condition report in respect of the premises.	“seven” business days where it appears in second line of the sub clause.	“28”.
60(d)	<b>When tenant may have premises repaired</b> – tenant may make repairs if landlord has not made repairs.	“seven” business days and “21” days wherever they appear in the sub clause, including parts (i) and (ii).	“28”.
96C (2)	<b>Breach not remedied by landlord after notice provided</b> – tenant may apply to Commissioner for termination of tenancy permitting tenant to give up possession of the premises.	“seven” business days where it appears in the third line of part (d) of the sub clause.	“28”.
110(1) and (3)	<b>Property condition report at end of tenancy</b> – landlord may provide tenant with a copy of property condition report to which a tenancy agreement relates.	“three” business days where it appears in the first line of each sub clause.	“28”.

**Note:- Before taking any action in respect of the above amendments the tenant or landlord should make themselves familiar with the full provisions of the relevant clauses and sub clauses of the Residential Tenancies Act.**