

Commercial Tenancies Bill 1991

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Commercial Tenancies Bill 1991

A BILL

FOR

An Act relating to leases of commercial premises
and for related purposes

The Legislative Assembly for the Australian Capital Territory enacts as follows:

PART I—PRELIMINARY

Short title

- 5 1. This Act may be cited as the *Commercial Tenancies Act 1991*.

Commencement

2. (1) Section 1 and this section commence on the day on which this Act is notified
in the *Gazette*.
- (2) Subject to subsection (3), the remaining provisions commence on a day fixed by
10 the Minister by notice in the *Gazette*.
- (3) If the remaining provisions have not commenced before the end of the period of
6 months commencing on the day on which this Act is notified in the *Gazette*, those
provisions shall, by force of this subsection, commence on the end of that period.

Interpretation

3. (1) In this Act, unless the contrary intention appears—

"accountant" means a member of the Institute of Chartered Accountants in Australia or the Australian Society of Accountants or the Institute of Affiliate Accountants;

5 "bond" means a sum of money paid by, or on behalf of, a tenant or potential tenant of commercial premises under an agreement that the money will be held as security during the tenancy and repaid to the tenant subject to deductions for breaches of the lease;

10 "building modification", in relation to a commercial premises lease, includes any refurbishment, redevelopment, rebuilding or extension of the premises;

"commercial premises" means premises used or intended to be used, in whole or in part, for carrying on any profession, trade or business, and includes retail premises;

15 "Director" means the Director of Rental Bonds appointed under section 62AB of the *Landlord and Tenant Act 1949*;

"key-money" means—

(a) money that a tenant is to pay;

(b) any benefit that a tenant is to confer; or

20 (c) any expenditure on a building that is, or contains, commercial premises; by way of a premium or payment of a like nature in consideration of the granting of or agreeing to grant a lease or the renewal of a lease or the consenting to an assignment of a lease or to the sub-letting of the premises to which a lease relates;

25 "landlord" means the person who under a lease is or would be entitled to the rent payable in respect of the premises to which the lease relates;

"lease" means any lease, sub-lease or under-lease, or agreement for such a lease, whether or not in writing, that provides for a tenancy of premises whether for a term, for a periodic tenancy or at will;

30 "mediator" means a person approved under section 24;

"operating expenses", in relation to a lease of commercial premises, means so much of the expenditure incurred by the landlord that relates to that part of the premises to which the lease relates;

35 "retail premises" means premises used or intended to be used, in whole or in part, for carrying on a business involving the sale or hire of goods by retail or the retail provision of services (whether or not that business is carried on with a view to profit), but does not include premises specified in subsection (4);

"tenant" means a person who, under a lease, has the right to occupy the commercial premises to which the lease relates.

40 (2) A reference in this Act to a dispute arising under a lease includes a reference to a dispute arising in relation to that lease under a provision of this Act.

(3) Without limiting the ways in which a lease may be entered into, a lease of commercial premises is to be taken for the purposes of this Act to have been entered into when—

45 (a) in accordance with the terms of the lease, the tenant enters into possession of the premises or begins to pay rent for them; or

(b) each party to the lease has executed the lease, and each party has been notified that the other party has executed the lease;
whichever occurs first.

(4) None of the following are retail premises for the purposes of this Act:

- (a) premises from which the principal business being carried on is the provision of financial services;
- (b) premises that provide an office or surgery environment from which the principal business being carried on is the provision of professional services;
- (c) motor vehicle service stations.

(5) For the purposes of paragraph (4)(b)—

- (a) the following are examples of persons who are to be regarded as providing professional services, namely, acupuncturists, architects, chiropractors, consulting engineers, dentists, oral surgeons, dental technicians, medical practitioners, radiologists, pathologists, physiotherapists, legal practitioners, business consultants, providers of drafting services, real estate agents, stock and share brokers and tax agents; and
- (b) the following are examples of persons who are not to be regarded as providing professional services, namely, barbers, beauticians, beauty therapists, hairdressers, optometrists and pharmacists.

(6) Any notice that a tenant may give to a landlord under this Act is taken to have been given to the landlord if it is given to an agent of the landlord in accordance with a provision of the relevant lease relating to service of documents.

Application

4. (1) This Act applies in relation to a lease of commercial premises entered into before or after the commencement of this Act.

(2) This Act does not apply to commercial premises that are used primarily for residential purposes.

(3) Notwithstanding subsection (1), this Act does not apply in relation to any action taken, or omitted to be taken, under a lease before the commencement of this Act.

Position of Crown

5. This Act binds the Crown.

PART II—COMMERCIAL PREMISES LEASES***Division 1—Implied conditions*****Relocation**

5 6. (1) If a provision of a commercial premises lease entitles the landlord to require the tenant to vacate the whole or a part of the premises the subject of the lease for the purpose of the landlord carrying out building modifications to the premises (other than necessary repairs) or for any other reason, it is an implied condition of the lease that the landlord will give to the tenant 6 months notice in writing of the proposed relocation.

10 (2) If a notice under subsection (1) includes an offer to relocate the tenant's business either temporarily or permanently, the notice shall specify all the terms and conditions of the offer.

(3) If the tenant agrees to have his or her business relocated, the landlord shall pay to the tenant reasonable compensation in respect of the relocation.

15 (4) If the landlord and tenant cannot agree as to the amount of compensation, either the landlord or the tenant may notify the Minister in writing that a dispute exists.

(5) A provision in a commercial premises lease is void if it purports to entitle a landlord—

- 20 (a) to determine when building modifications will be carried out by the tenant; or
(b) to require the tenant—
(i) to employ or engage the services of a specified person; or
(ii) to engage a specified person to supply materials;
to carry out building modifications.

Relocation disputes

7. If—

- 25 (a) a notice under subsection 6 (1) includes an offer to relocate the tenant's business; and
(b) the tenant does not agree with the terms of the offer;
the tenant may notify the Minister in writing that a dispute exists.

Compensation by landlord

30 8. (1) Subject to subsection (2), a commercial premises lease (other than a periodic tenancy or tenancy at will) is to be taken to provide that the landlord is liable to pay to the tenant reasonable compensation for loss suffered by the tenant if the landlord or a person acting under his or her authority—

- 35 (a) inhibits, in a substantial manner, access by the tenant to his or her business premises;
(b) except with the consent of the tenant, takes any action that would substantially alter or inhibit access by customers or potential customers to the tenant's business premises;

- 5 (c) causes significant disruption to the trading of a tenant in the commercial premises in which the tenant's profession, trade or business is for the time being conducted, or fails to take all reasonable steps to prevent or terminate such a significant disruption that is attributable to causes within the landlord's control;
- (d) fails to rectify any breakdown of plant or equipment under the landlord's care and maintenance;
- 10 (e) fails to have rectified any defect in the building that is or contains the commercial premises except a defect due to a condition of the building that would have been apparent to the tenant on the exercise of reasonable diligence at the time he or she entered into the lease or, in the case of a tenant by way of assignment of a lease of commercial premises, at the time he or she accepted the assignment;
- (f) neglects to clean, maintain, or repaint such part, as is the landlord's responsibility under the lease of commercial premises, of the building that is or contains the commercial premises;
- 15 (g) causes the tenant to vacate the commercial premises before the expiry of the current term of the lease, or of any renewal of the lease, for the purposes of extending, refurbishing or demolishing the whole or part of the building that is or contains the commercial premises; or
- 20 (h) otherwise adversely affects the tenant's profession, trade or business.

(2) Subsection (1) does not apply to action taken by or on behalf of the landlord in accordance with the lease as a result of a breach of the terms of the lease by the tenant.

(3) If a right to compensation arises under subsection (1), the tenant may notify the Minister in writing that a dispute exists.

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Division 2—Rent calculation and adjustment

Rent calculation

9. (1) A commercial premises lease shall provide that rent payable under the lease shall be calculated by reference to one of the following:

- 30 (a) gross rental where the landlord pays all operating expenses;
- (b) net rental where operating expenses are divided equally between the landlord and the tenant;
- (c) net net rental where the tenant pays all operating expenses.

(2) A provision in a commercial premises lease is void if the provision requires the tenant to pay to the landlord an amount in respect of:

- 35 (a) land tax;
- (b) depreciation in respect of the building the subject of the lease or of plant included in the building;
- (c) loss of rent from other premises that are not the subject of the lease;
- 40 (d) repairs or maintenance that are not the result of fair wear and tear resulting from the tenant's occupancy; or
- (e) capital improvements or renovations.

Operating expenses to be specified

10. (1) If a commercial premises lease makes the tenant liable for operating expenses, the lease shall specify in detail the operating expenses, and the method to be used to calculate the proportion of those expenses, for which the tenant is liable.

5 (2) A landlord is not entitled to recover from, or charge a tenant for, any operating expenses other than those for which the tenant is liable under the lease.

(3) A provision in a commercial premises lease is void to the extent that it has the effect of requiring the tenant to contribute towards expenditure of a capital nature on the premises the subject of the lease or on any other premises of the landlord.

10 (4) If a commercial premises lease entitles the landlord to obtain payments in respect of operating expenses in advance of those expenses being incurred, the landlord shall, at the commencement of the lease and on each anniversary of the commencement of the lease, give to the tenant a statement that specifies details of the anticipated operating expenses for which the tenant is liable for the year commencing on that day.

15 (5) A landlord to whom subsection (4) applies shall, within 60 days after each anniversary of the commencement of the lease, give to the tenant a detailed statement of operating expenses that were incurred in respect of the premises the subject of the lease during the year ending on that anniversary.

20 (6) A statement under subsection (5) shall be accompanied by an audit report from an independent accountant stating that, in his or her opinion, the statement fairly represents the operating expenses of the landlord in respect of those premises during that year.

(7) Any amount paid by the tenant during a year to which an audit report relates is to be re-calculated having regard to the operating expenses actually incurred by the landlord during that year as shown in the audit report, and appropriate adjustments are to be made.

25 (8) The amount of any adjustment under subsection (7) payable to a tenant or a landlord is recoverable from the landlord or the tenant, as the case may be, by action in a court of competent jurisdiction.

Rent adjustment

11. (1) If a commercial premises lease makes provision for the adjustment of rent during the term of the lease, the lease shall state clearly the method by which the rent is to be adjusted.

5 (2) If a commercial premises lease makes provision for the adjustment of rent during the term of the lease but does not include a provision stating clearly the method by which the rent is to be adjusted, the tenant may notify the landlord in writing that the tenant wishes to have such a provision included.

10 (3) If the tenant and the landlord have been unable to agree on the inclusion of such a provision within 60 days after the landlord received the notice, the tenant may notify the Minister in writing that a dispute exists.

(4) One of the following methods must be used for each adjustment of rent—

- 15 (a) a method that, either in whole or in part, operates by reference to any index of prices, costs or wages or in any similar manner;
(b) an adjustment by reference to a specified percentage;
(c) an adjustment by an agreed amount;
(d) a method that operates by reference to current or fair market rentals;
(e) a method that is based on turnover of the tenant's business but that does not require payment of a minimum amount.

20 (5) Each commercial premises lease is to be taken to include a term that, if more than one method of adjustment of rent referred to in subsection (4) can, under the lease, be used in any continuous period of 12 months, the method to be adopted is whichever of those methods the tenant chooses.

25 (6) If a commercial premises lease requires adjustments of rent to be made at intervals of less than 12 months, the lease is taken to be varied by substituting 12 months for those intervals.

(7) A provision of a commercial premises lease is void if it provides for a review of rent on the basis of an index, fair market rentals or turnover and also provides for the rent payable after the review to be greater than or equal to the rent payable before the review.

30 Market rent assessment

12. (1) If a commercial premises lease makes provision for review of the amount of rent payable during the currency of the lease having regard to the market rent of the premises, the market rent is to be taken to be rent that, taking into account—

- 35 (a) the terms and conditions of the lease, including the permitted use of the premises;
(b) rent payable for comparable premises (excluding discounted rent, lease incentives given by the landlord, and the tenant's goodwill); and
(c) other matters relevant to the assessment of market rent;
would in the circumstances be reasonably expected to be paid by a tenant for the lease of those commercial premises if those premises were unoccupied and offered for rent.

(2) If a dispute exists as to the amount of market rent of a commercial premises lease, the dispute shall be determined by an independent valuer appointed by the Minister.

(3) Fees payable to an independent valuer shall be borne equally by the parties to the dispute.

5 (4) A valuation of market rent shall specify the matters taken into account in making the valuation and the way in which those matters were applied in making the valuation.

Rent based on turnover

10 13. (1) If a provision of a commercial premises lease requires that rent be adjusted by reference, in whole or in part, to the turnover of the tenant's business, the provision is void unless the tenant has, by notice in writing given to the landlord, signified the tenant's agreement to the use of that method of adjustment.

(2) A landlord shall not make it a condition of offering a person a lease of any commercial premises that the person agree to the use of such a method of adjustment of rent. Penalty: \$5,000.

15 (3) If a provision of a commercial premises lease is void under subsection (1), any adjustment in the rent is to be made by an independent valuer appointed by the Minister by reference to the fair market rental.

20 (4) If a landlord and tenant agree that rent is to be determined, either in whole or in part, by reference to the turnover of the tenant's business and that provision is not void under subsection (1), the tenant shall give to the landlord—

(a) within 14 days after the end of each month for which rent is to be determined or within such other period as is specified in the lease (being a period that is not less than 1 month) a statement in writing specifying the turnover of the business for that month or that other period; and

25 (b) within 90 days after the end of each year for which rent is to be determined or within such other period as is specified in the lease (being a period that is not less than 1 year) and at the termination or an assignment of the lease a statement of the turnover of the business together with an audit report from an independent accountant stating that in his or her opinion the statement fairly represents the turnover of the business for that year or that other period.

30 (5) In this section and in a commercial premises lease, a reference to the turnover of a business does not include any of the following:

(a) the amount of losses incurred in the re-sale or disposal of goods purchased from a customer as a trade-in in the ordinary course of business;

35 (b) the amount of any cash or credit refund allowed on a transaction the proceeds of which have previously been included as turnover, if goods are returned and the sale is cancelled or fees for a service are refunded in whole or in part;

(c) the amount of any instalment of purchase money refunded to a customer where the transaction is cancelled;

- 5 (d) the amount of any charge paid by the tenant to a financier that provided credit to a customer;
- (e) the price of goods exchanged between premises of the tenant made solely for the convenient operation of the business of the tenant and not for the purpose of concluding a sale made at or from the commercial premises to which the lease relates;
- (f) the price of goods returned to a shipper, wholesaler or manufacturer;
- 10 (g) the amount received from the sale of the fixtures and fittings of the tenant from the premises;
- (h) the net amount of any discount allowed to any customer in the ordinary course of business;
- (i) the amount of uncollected credit accounts written off by the tenant;
- (j) the amount of any purchase, receipt or other similar tax imposed on the purchase price or cost of hire of any goods or services at the point of sale or hire;
- 15 (k) the amount of any delivery charge;
- (l) receipts from sales of lottery tickets or the like other than amounts derived as commission or fees from those sales;
- (m) any other matter which the landlord and tenant agree does not constitute turnover.

Division 3—Assignment or sub-leases

20 **Consent to assignment or sub-lease**

14. (1) If a commercial premises lease requires the consent of the landlord to an assignment of the lease or a sub-leasing of the premises, and the tenant has—

- (a) requested, in writing, the landlord to consent to an assignment of the lease or a sub-leasing of the premises; and
- 25 (b) given the landlord—
- (i) the name and address of the proposed assignee or sub-tenant together with at least 2 references as to the financial circumstances of the proposed assignee or sub-tenant, and at least 2 references as to the business experience of the proposed assignee or sub-tenant; and
- 30 (ii) a copy of the proposed deed of assignment or sub-lease;
- and the landlord does not—
- (c) give a notice in writing to the tenant, within 28 days after receiving the request, consenting to an assignment of the lease or sub-lease on conditions (if any) determined by the landlord;
- 35 (d) give a notice in writing to the tenant and the proposed assignee, within 28 days after receiving the request, withholding consent; or
- (e) give a notice in writing to the tenant and the proposed assignee, within 21 days after receiving the request, requesting further particulars of the proposed assignment or sub-lease;
- 40 the landlord is to be taken to have consented to the assignment of the lease.

(3) A landlord shall not unreasonably withhold consent to an assignment of a lease or a subletting of the premises to which a commercial lease relates.

(4) If the landlord—

- (a) gives notice of a consent that is subject to conditions; or
- (b) withholds consent;

the tenant may notify the Minister in writing that a dispute exists.

5

(5) A provision in a commercial premises lease is void if it purports—

- (a) to prevent the assignment of the lease; or
- (b) to impose unreasonable terms, conditions or requirements as a prerequisite to the granting by the landlord of consent to an assignment of the lease.

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(6) On the assignment of a lease, the former tenant and any guarantor of the former tenant are released from all obligations under the lease, but the former tenant and such a guarantor remain liable for any breach of the lease that occurred before the assignment.

*Division 4—Rental bonds***Deposit of rental bonds**

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15. (1) If a landlord receives a bond for a commercial premises lease or proposed commercial premises lease, the landlord shall, notwithstanding the terms of any agreement, rule of law or the provisions of any other Act, deposit with the Director—

- (a) an amount of money equivalent to the amount of that bond; and
- (b) a notice in accordance with subsection (6);

20

before the end of the prescribed period after—

- (c) the date of receipt of the bond; or
- (d) the date on which the lease became, or the proposed lease becomes, binding on the parties;

whichever is the later date.

(2) A landlord shall not require a bond in excess of 2 months rent from a tenant.

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(3) A tenant may pay a bond by lodging a bank guarantee with the landlord.

(4) Subsection (1) does not apply to a bond—

- (a) that—
 - (i) is refunded or becomes refundable;
 - (ii) becomes the property of a landlord; or
 - (iii) becomes subject to proceedings in a court; during the period referred to in subsection (1); or
- (b) that is refundable within 14 days after the end of that period.

30

(5) Paragraph (1)(a) does not apply to a bond that is paid by lodging a bank guarantee.

(6) In subsection (1)—

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"prescribed period" means a period of 10 days or, if another period is prescribed, that other period.

(7) A notice under paragraph (1)(b) shall be in a form approved by the Director and shall specify—

- (a) the name and address of the landlord and tenant;
- (b) the address of the premises the subject of the lease in respect of which the amount was tendered;
- (c) the amount of rent payable under the lease in respect of a week; and
- (d) the amount of the bond paid by the landlord or proposed landlord to the Director.

(8) The provisions of Part IIAA (other than section 62AE) of the *Landlord and Tenant Act 1949* apply to bonds under this section.

Tenant to be given copy of lease

16. (1) If a commercial premises lease is, or any of the terms of a commercial premises lease are, in writing and the lease has been executed by the tenant, the landlord shall, within 14 days after the lease is entered into or the terms are agreed, whether or not at that time stamp duty has been paid on the document containing the lease or those terms, give the tenant a copy of the lease or those terms signed by the landlord and the tenant.

(2) If a landlord contravenes subsection (1), the tenant may give the landlord written notice of termination of the lease at any time within 28 days after entering into the lease.

(3) Subject to subsection (4), if a tenant gives the landlord a notice of termination under subsection (2), the lease terminates 14 days after that notice is given.

(4) The termination of a lease under subsection (2) does not affect any matter arising under the lease before the termination.

Key-money

17. A provision in a commercial premises lease is void if it entitles the landlord or a person claiming through the landlord to seek or accept from the tenant—

- (a) any key-money; or
- (b) any consideration for the goodwill of the business.

Legal and other costs

18. (1) A provision of a commercial premises lease is void if it entitles the landlord or a person claiming through the landlord to claim from the tenant costs incurred by the landlord in entering into the lease.

(2) This section does not prevent a landlord from recovering—

- (a) costs that the landlord reasonably incurred in investigating a proposed assignee of the tenant or sub-tenant of the premises; or
- (b) costs that the landlord incurred in connection with the documentation of the lease, an assignment of the lease or a sub-lease, and the obtaining of any necessary consents to the assignment or sub-lease.

(3) Any amount paid, or the value of any benefit conferred, by the tenant to the landlord under a provision of a lease that is void by virtue of section 17 or this section is a debt due from the landlord to the tenant and may be recovered from the landlord by action in a court of competent jurisdiction.

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PART III — RETAIL PREMISES LEASES**Application**

19. This Part applies only to retail premises.

Disclosure statement

- 10 20. (1) A landlord shall give to a tenant a disclosure statement—
- (a) at least 7 days before the tenant enters into a lease or agreement to lease retail premises or signs any offer, undertaking or other document in connection with the lease or agreement to lease retail premises;
 - (b) on renewal of a retail premises lease; and
 - (c) on assignment of a retail premises lease.
- 15 (2) A disclosure statement shall be in the form set out in the Schedule.
- (3) If—
- (a) a landlord does not give the tenant a disclosure statement at least 7 days before entering into a retail premises lease; or
 - (b) a disclosure statement given to a tenant contains information that is false or misleading or does not contain the information required by the form;
- 20 the tenant may give the landlord written notice of termination of the lease at any time within 28 days after entering into the lease.
- (4) Subject to subsection (5), if a tenant gives the landlord a notice of termination under subsection (3), the lease terminates 14 days after the notice is given.
- 25 (5) A landlord may, within 14 days after being given a notice of termination under subsection (3) on the ground referred to in paragraph (3)(b), give the tenant a notice of objection to the termination of the lease on the ground that—
- (a) the landlord has acted honestly and reasonably and ought fairly to be excused for providing the false or misleading information or for not providing all the information required by the form, as the case may be; and
 - (b) the tenant is in substantially as good a position as the tenant would have been in if no false or misleading information had been given or all the information required by the form had been provided, as the case may be.
- 30 (6) If a tenant accepts a landlord's notice of objection, the lease does not terminate in accordance with the notice of termination.
- 35 (7) If a tenant does not notify a landlord, within 14 days after being given a notice of objection, as to whether or not the tenant accepts the notice of objection, the tenant is to be taken to have accepted it.

(8) If a tenant does not accept a landlord's notice of objection, the landlord may notify the Minister in writing that a dispute exists, and the operation of the notice of termination is suspended until the dispute is determined.

5 (9) The termination of a retail premises lease in accordance with a notice of termination does not affect any right, privilege, obligation or liability acquired, accrued or incurred under the lease before the date of termination, unless the landlord and the tenant otherwise agree or it is otherwise determined under Part IV.

Renewal of leases

10 21. (1) A retail premises lease is to be taken to include a provision that the tenant may, at any time during the period commencing 6 months before the end of the lease, give notice in writing to the landlord of his or her intention to renew the lease for a further term commencing at the end of the lease.

(2) Subsection (1) applies to a lease whether or not the lease includes an option to renew the lease.

15 (3) Subject to subsection (4), if the tenant notifies the landlord in writing of his or her intention to renew the lease under subsection (1), the landlord shall, within 28 days after receiving the notification, offer to renew the lease for the term specified in the notice.

(4) Subsection (3) does not apply to a retail premises lease if—

- 20 (a) the lease has been terminated by the landlord due to a breach of the terms of the lease by the tenant;
- (b) the landlord holds the premises under a head lease and renewal of the lease would be inconsistent with the head lease;
- (c) the landlord holds the premises under a Crown lease and renewal of the lease would be inconsistent with the Crown lease;
- 25 (d) the landlord has, within 28 days after receiving the notification, offered alternative premises to the tenant on terms and conditions that are reasonable in the circumstances;
- (e) the tenant had failed to comply with the terms and conditions of the existing lease in a way that makes it unreasonable for the tenant to require a renewal; or
- 30 (f) the landlord has, within 28 days after receiving the notification, offered reasonable compensation to the tenant instead of a renewal.

Failure to renew lease

22. Subject to subsection 21 (4), if the tenant has given notice of his or her intention to renew a lease of retail premises and—

- 35 (a) the terms and conditions, or the compensation, offered by the landlord are, in the opinion of the tenant, unreasonable; or
- (b) the landlord, or a person acting under his authority refuses to offer the tenant a renewal of the lease;

the tenant may notify the Minister in writing that a dispute exists.

PART IV—DETERMINATION OF DISPUTES**Operation of this Part**

23. (1) The remedies in this Part are in addition to any other remedies that are available.

5 (2) It is intended that the parties to a dispute under this Act avail themselves of the remedies provided under this Part before seeking to use other remedies.

Appointment of a mediator

24. The Minister may, by instrument, approve persons to be mediators for the purposes of this Act.

10 Functions of mediator

25. (1) If the Minister is notified in writing by a landlord or a tenant that a dispute exists in relation to a lease of commercial premises, other than a dispute that is determinable by an independent valuer, the Minister shall refer the dispute to a mediator.

15 (2) A mediator to whom a dispute is referred under subsection (1) shall, as soon as practicable, invite the parties to the dispute to confer with him or her and endeavour to resolve the dispute.

(3) If a mediator cannot resolve a dispute, he or she shall notify the parties to the dispute in writing of that failure.

Arbitration

20 26. On receipt of a notice under subsection 25 (3), either party to the dispute may submit the dispute to arbitration under the *Commercial Arbitration Act 1986*.

PART V—MISCELLANEOUS**Delegation**

25 27. The Minister may, in writing, delegate all or any of his or her powers under this Act to an officer of his or her Department.

Regulations

28. The Executive may make regulations, not inconsistent with this Act, prescribing matters—

- 30 (a) required or permitted by this Act to be prescribed; or
(b) necessary or convenient to be prescribed for carrying out or giving effect to this Act.

SCHEDULE

Section 20

DISCLOSURE STATEMENT

ADVICE TO TENANT

Before signing any offer to lease, any lease or any associated document the tenant should ensure that he or she fully understands those documents.

If there is any doubt, the tenant should get independent legal advice.

Note: Where there is insufficient space on this form, please attach additional sheets.

TENANCY DETAILS

Address of Premise/Shop No.		Lettable Area (sq. m)	
Permitted Use of Premises			
Lease Period / /19 to / /19	Options No Yes		Option Periods / /
Finishes provided by the Landlord			
Hours of access to premises outside trading hours			
Date of which premises will be available for occupation by tenant			

Landlord's requirements as to quality and standard of fittings in premises

RENT DETAILS

Initial Rent:

Method for Calculating Rent:

1. Commencement Date
2. Formula
3. Rent Reviews

Frequency

Nature

SHOPPING CENTRE DETAILS

Name of Centre			
Address of Centre	Suburb/Town	Postcode	
Number of Retail Premises in Centre		Total lettable area (sq.m)	
Parking Facilities at Centre			
Number of bays for customers _____		Number of bays for tenants _____	
What facilities and services are provided by the Landlord eg security			
Are any changes or developments planned for:			
Shopping Centre	No	Yes	Attach Details
Surrounding Roads	No	Yes	Attach Details
Hours of trading			

Tenant mix or usage mix (Attach floor plan)	
This arrangement applies as at the date of this statement but may be changes from time to time, subject to agreements or representations details of which are given in this disclosure statement.	
Tenant's Association	No Yes
Attached details of constitution, voting rights, contributions, etc	
Contribution to centre promotion and advertising	No Yes
Tenant Contribution	\$p.a.

CHARGES TO BE BORNE BY TENANT

Details of Variable Outgoings	Est \$p.a	Details of Variable Outgoings	Est \$p.a.
Air Conditioning/Ventilation		Audit Fees	
Building Intelligence & Emergency Systems		Cleaning	
Car Parking		Child Minding	
Electricity		Energy Management Systems	
Fire Protection		Gardening	
Gas & Oil		Insurance	
Land Tax		Lifts and escalators	
Management Costs		Municipal Costs	
Pest Control		Provision for Maintenance	
Public Address/Music		Repairs and Maintenance	
Security		Sewerage Disposal & Sullage	
Signs		Telephones (Public)	
Uniforms		Water & Sewerage rates	

Others (please specify)			
Formula for apportionment of variable outgoings			
Additional charges to be borne by tenant			

DETAILS AS TO INTEREST OF LANDLORD

Is the Landlord: Owner of the premises Lessee of premises

Give details of any rights and obligations of landlord under that lease that may affect the tenancy

DETAILS TO AGREEMENTS OR REPRESENTATIONS

Give details of any other agreements between landlord and tenant or representations made by landlord or tenant

DECLARATION BY LANDLORD

I acknowledge that this statement contains all agreements and representations that influenced me to contemplate entering into the proposed lease.

Name of Landlord:
Address of Landlord:
Signature:
Date:

DECLARATION BY TENANT

I acknowledge that this statement contains all agreements and representations that influenced me to contemplate entering into the proposed lease.

Name of Tenant:
Address of Tenant:
Signature:
Date:
