

## AUSTRALIAN CAPITAL TERRITORY

### *LAND (PLANNING AND ENVIRONMENT) ACT 1991*

#### LAND (PLANNING AND ENVIRONMENT) CRITERIA FOR AUTHORISATION OF REFUND (TERMINATION OR SURRENDER OF LEASE) DETERMINATION 2003

#### DISALLOWABLE INSTRUMENT DI2003-230

#### EXPLANATORY STATEMENT

This disallowable instrument is being redetermined as a result of the *Planning and Land (Consequential Amendments) Act 2002* which transfers certain powers from the Minister/Executive to the Planning and Land Authority.

The *Land (Planning and Environment) Act 1991* ("the Act") establishes a regime which provides for planning, heritage, environmental and land matters in respect of Territory Land.

The Act enables Territory Land to be granted by auction, tender ballot or direct grant. Where a lease is granted by any of these methods the lessee may surrender the lease, or it may be terminated. Payments to a lessee on acceptance of the surrender of a lease by the Territory may only be made in accordance with criteria that are specified in a disallowable instrument.

This disallowable instrument made under subsection 178(3) establishes criteria for the authorisation of a refund to a lessee upon the surrender or termination of a lease of Territory Land granted under section 163 of the Act.

The applicant must:

1. be the grantee of the lease who paid the Territory an amount for the grant of the lease and must be the lessee under the lease at the time of the surrender or termination of the lease;
2. have paid all outstanding lease charges including rates, land tax, stamp duty, land rent and any other statutory outgoings associated with the lease;
3. pay any fees and charges notified by the Planning and Land Authority as being applicable for the time being;

4. pay all fees, taxes and charges payable in respect of the lease at the time of the surrender or termination of the lease;
5. have not commenced any work or other improvement on the land, and which has not been completed and approved, prior to the surrender or termination of the lease;
6. have made application for refund before the expiry date of the development covenants contained within the lease; and
7. have satisfied the Planning and Land Authority that it, he or she has been unable to comply with the covenants of the lease for personal or financial reasons that, in the opinion of the Planning and Land Authority, warrant a refund.