

REASONS FOR THE ORDER OF THE COMMISSIONER OF TENANCIES

INQUIRY – 16 JULY 2002

This is a determination of an application dated 27th June 2002 by the Landlord (“the Landlord”), seeking an order for compensation pursuant to section 122 of the *Residential Tenancies Act* (NT) (“the Act”) in respect of premises being 3/63 Marina Boulevard, Cullen Bay 0820 in the Northern Territory of Australia.

A Notice of Inquiry dated 9th July was faxed and posted to the parties. The inquiry was conducted on 16th July 2002 during which evidence was taken from the Landlord, (“the Landlord”) and the Tenant, (“the Tenant”).

On the basis of the documentary and oral evidence before the Inquiry, I find there is a tenancy agreement within the meaning of and subject to the provisions of the Act on the following terms:

Premises:	3/63 Marina Boulevard, Cullen Bay NT 0870
Commencement Date:	1 st June 2001
Period:	Twelve (12) months,
Rent:	\$500.00 per week, to be paid monthly in advance in equal installments of \$2,166.66
Security Deposit	\$2000.00

The Landlord seeks compensation with respect to damage to tiles in the premises. The tiles had white/beige splotches which appeared after the Tenant had the premises professionally cleaned. The Tenant moved out of the premises on or about 7 June 2002 and arranged for the cleaners to come in on 11 or 12 June 2002. It appears the Tenant retained the keys till on or about 20 June 2002. It is unknown what has caused the splotches, but it appears to have been due to some chemicals used by the cleaner. It appears to be common ground between the parties the damage to the tiles were caused by the cleaner.

Prior to hearing and determining the issues relevant to the Landlord’s application, I gave the parties the opportunity to come to some sort of agreement with respect to the damage to the tiles, alternatively, the parties were told I could proceed to hear the evidence from both parties and determine the application accordingly.

Both parties were amenable to attempting to reach some sort of compromise with respect to the damage to the tiles. Accordingly, I adjourned the inquiry and left the room whilst the parties attempted to reach some sort of compromise.

Upon resumption of the inquiry, it was clear the parties had reached an agreement with respect to the damage to the tiles.

Accordingly, by the consent of both parties it was agreed the following orders would be made:

1. The Tenant pay the Landlord section 122 compensation in the amount of \$3,500.00 being for damage to tiles at 3/63 Marine Bouvelard, Cullen Bay NT 0820 (“order 1”);
2. The Tenant agrees that the amount of \$2,000.00 in bond retained by the Landlord be used for the purposes of order 1; and
3. The balance of order 1 being \$1,500.00 is to be paid by the Tenant to the Landlord within 7 days.

Dated this 16th day of July 2002

Penny Turner
Delegate of the
Commissioner of Tenancies