

[AS REPORTED FROM THE LABOUR COMMITTEE]

*House of Representatives, 9 August 1973*

Words struck out by the Committee are shown in italics within bold round brackets, or with black rule at beginning and after last line; words inserted are shown in roman underlined with a double rule, or with double rule before first line and after last line.

[AS REPORTED FROM THE COMMITTEE OF THE WHOLE]

*House of Representatives, 26 September 1973*

Words inserted by the Committee are shown in roman underlined with a triple rule, or with triple rule before first line and after last line; words struck out are shown with a double rule before the first line and after the last line.

*Hon. Mr Watt*

**RENT APPEAL**

**ANALYSIS**

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**A BILL INTITLED**

**An Act to provide for the determination of equitable rents for dwellinghouses**

BE IT ENACTED by the General Assembly of New Zealand  
5 in Parliament assembled, and by the authority of the same,  
as follows:

No. 28—3

*Price 15c*

**1. Short Title and commencement—(1)** This Act may be cited as the Rent Appeal Act 1973.

*New*

(2) This Act shall come into force on a date to be appointed for the commencement thereof by the Governor-General by Order in Council. 5

**2. Interpretation—(1)** In this Act, unless the context otherwise requires,—

“Agricultural purposes” has a meaning corresponding to the term “agriculture”, which for the purposes of this definition means the cultivation of the soil for the production of food products or other useful products of the soil, and includes the use of land for horticultural or pastoral purposes, or for the keeping of pigs, bees, or poultry: 10

“Dwellinghouse” means any building or part of a building let as a separate dwelling; and includes any furniture or other chattels that may be let therewith; and also includes any land, outbuildings, or parts of buildings included in the tenancy; but does not 20 include—

(a) Any licensed premises; or

(b) Any premises that include more than 3 acres of land where the tenant’s income or a substantial part thereof is derived from the use of that land for 25 agricultural purposes:

“Licensed premises” has the same meaning as in the Sale of Liquor Act 1962:

“Minister” means the Minister of Labour:

“Outgoings”, in relation to any premises, means rates, 30 insurance premiums, cost of repairs, and depreciation and other outgoings in respect of the premises, and such other expenditure as is met by the landlord for the benefit of the tenant; and includes land tax to the extent that the owner of the premises would 35 be liable for land tax if he owned no other land:

“Rent” includes any valuable consideration in money or money’s worth that is part of or in substitution for any rent:

“Rent Appeal Board” means a Rent Appeal Board 40 established under this Act; and “the Rent Appeal Board” or “the Board”, when used in relation to any dwellinghouse, application, or other matter, means

the particular Rent Appeal Board to which any application or other matter arising under these regulations and relating to that dwellinghouse, application, or other matter has been referred:

5     “Tenancy” includes a subtenancy; and also includes any agreement or arrangement whether oral or in writing under which, for valuable consideration in money or money’s worth, any person is given the right to occupy for residential purposes any building or part 10 of a building, whether or not the agreement or arrangement is expressed in the form of a licence or a grant of leave and licence for the use or occupation thereof; and “to let”, “letting”, “landlord”, and “tenant” have meanings corresponding to the 15 meaning of the term “tenancy”.

(2) The application of this Act to any dwellinghouse shall not be excluded by reason only that part of the premises is used as a shop or office or for business, trade, or professional purposes.  
20     (3) Where any person is granted or 2 or more persons are jointly or severally granted the right to occupy for residential purposes any part of a building, whether or not any services are provided for that person or those persons, and whether or not that person has or those persons have a right to the 25 use, in common with any other person, of any other part of the building, then for the purposes of this Act the premises shall be deemed to be let to that person or those persons as a separate dwelling, and where several amounts are payable by 2 or more persons the total of those amounts shall be 30 deemed to be the rent of the premises.

(4) No person who occupies any premises by virtue of a contract of service with the person from whom he holds the premises, and no person claiming through or under any such employed person, shall be deemed by virtue of subsection (3) 35 of this section to be a tenant of the premises.

(5) Where any premises that form part of any building are let to a tenant as a separate dwelling or are deemed by virtue of subsection (3) of this section to be so let, and the landlord provides for the tenant any meals or food, the 40 application of this Act to the premises as a dwellinghouse shall be excluded if the value of the meals or food or the cost thereof to the landlord (whichever is the less) forms a substantial proportion of the total amount payable by the tenant to the landlord as rent or otherwise in respect of the 45 tenancy but shall not in any other case be excluded by reason of the provision of the meals or food.

(6) Where any premises have been let, whether before or after the commencement of this Act, under a lease with a right of renewal for 1 or more terms at a rent to be determined by valuation of the land comprised in the premises (exclusive of the buildings and of some or all of the other improvements on the land), the premises shall for the purposes of this Act be deemed in relation to that letting to be and to have been throughout the term of the lease and of any renewal not a dwellinghouse. 5

**3. Act to bind the Crown**—This Act shall bind the Crown. 10

**4. Rent Appeal Boards**—(1) For the purposes of this Act, the Minister shall, by notice in the *Gazette*, establish such number of Rent Appeal Boards as he thinks necessary.

(2) Every Board shall be given such distinctive name as the Minister determines, and any such name may from time 15 to time be changed by the Minister.

(3) Every Board shall consist of 3 persons, 1 of whom shall be appointed as Chairman.

(4) The members of a Board shall be appointed by the Minister. 20

(5) No person shall be deemed to be employed in the service of Her Majesty for the purposes of the State Services Act 1962 or the Superannuation Act 1956 by reason only of his being a member of a Board.

(6) The Department of Labour shall furnish such secretarial, recording, and other services as may be necessary to enable each Board to exercise its functions and powers. 25

(7) The provisions of the First Schedule to this Act shall have effect as to the constitution and proceedings of Boards and other matters relating to Boards. 30

**5. Oath to be taken by members of Board**—Before entering upon the exercise of the duties of their office the members and deputy members of every Rent Appeal Board shall take and subscribe an oath before a Magistrate that they will faithfully and impartially perform the duties of their office. 35

**6. Equitable rent**—(1) On application made in that behalf by or on behalf of either the landlord or the tenant of any dwellinghouse, a Rent Appeal Board may at any time and from time to time make an assessment fixing the equitable rent of the premises. 40

*New*

- (1A) Where the landlord of the premises in respect of which any such application is made holds the premises as a tenant, the Board may on the same application make an assessment fixing the equitable rent payable by him to the head landlord, for which purpose the head landlord shall be given written notice of the proceedings by the landlord together with a copy of the landlord's application to the Board.

(2) Every assessment made under this section shall take effect on a date to be specified therein in that behalf, being not earlier in any case than the date of the application.

(3) If the equitable rent so fixed exceeds the rent for the time being payable under the tenancy, the rent payable in respect of any period during which the assessment is in force may be increased by the landlord to an amount not exceeding the equitable rent unless any lesser rent is stipulated by the terms of any existing written lease for a fixed term which has not expired.

(4) If the equitable rent so fixed is less than the rent for the time being payable under the tenancy, the landlord shall, as from the date when the assessment takes effect, reduce the rent to an amount not exceeding the equitable rent.

*New*

(4A) An assessment may be made under this section on the application of the landlord of any dwellinghouse, notwithstanding that the premises are not for the time being let.

(4B) The Board shall not make an assessment under this section if it is satisfied—

- (a) That the premises to which the application relates are a motel or part of a motel; and  
(b) That those premises are being operated in a normal fashion for the day-to-day accommodation of travellers and their vehicles.

(5) The provisions of the Second Schedule to this Act shall have effect with respect to the procedure to be followed on applications under this section.

*New*

- 6A. **Assessment may be inspected**—Every assessment made under section 6 of this Act shall be filed in the office of the Department of Labour nearest to the place where the dwellinghouse to which the assessment relates is situated and every such assessment shall be open to inspection by the public, without payment of fee, during ordinary office hours.

**7. Assessment of equitable rent—**(1) For the purposes of this Act, the equitable rent of a dwellinghouse shall be that rent which (without regard being had to the personal circumstances of either party) a reasonable landlord might expect to receive and a reasonable tenant might expect to pay for that dwellinghouse having regard to— 5

- (a) The locality in which the dwellinghouse is situated:
- (b) The standard of accommodation which the dwelling-house provides:
- (c) Its state of repair: 10
- (d) The prevailing level of rents in the locality:
- (e) The provision of a proper return to the landlord:
- (f) The landlord's outgoings in respect of the dwelling-house:
- (g) The furniture and chattels (if any) provided by the landlord.

(2) Any amount allowed in respect of furniture and chattels provided by the landlord shall not exceed 15 percent per annum on their value.

(3) An assessment may include a reasonable allowance for management and collection of rent. 20

*New*

(4) In determining a proper return to the landlord for the purposes of paragraph (e) of subsection (1) of this section regard shall be had to the value of the premises as a dwelling-house and not their value for industrial, commercial, or other purposes. 25

**8. Duration of assessment of equitable rent—**(1) Subject to the provisions of this section, every assessment made under this Act fixing the equitable rent of any dwellinghouse shall continue in force for a period of 12 months, commencing with the date on which the assessment takes effect, or for such lesser period as the Rent Appeal Board may, for special reasons, determine: 30

Provided that the Board may at any time, on the application of the tenant or the landlord or of its own motion, rehear any application under section 6 of this Act and cancel, vary, or confirm any assessment in any case where the Board has reason to suppose— 35

(a) That the assessment has been procured by fraud; or 40  
*New*

(ab) That in making the assessment it took into account misleading or irrelevant evidence; or

- (b) That new and material evidence is available; or  
(c) That by an error or omission an injustice has been occasioned by the assessment fixing the equitable rent.

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(2) Notwithstanding the provisions of subsection (1) of this section, an assessment shall cease to have effect on a Rents Officer within the meaning of the Tenancy Act 1955 certifying in writing that he is satisfied that the tenant of the dwellinghouse to which the assessment relates has vacated the dwellinghouse of his own volition.

(3) For the purposes of subsection (2) of this section, where a tenant has been evicted, or has yielded up possession following the service on him by his landlord of a notice to quit, he shall be deemed not to have vacated the premises of his own volition. In every other case he shall be deemed to have vacated the premises of his own volition.

(4) Notwithstanding anything in the definition of the term dwellinghouse in subsection (1) of section 2 of this Act, for the purpose of determining whether an assessment applies in respect of any dwellinghouse the identity of a dwellinghouse shall not be deemed to have changed by the fact that the dwellinghouse has at different times during the period for which the assessment is in force been sometimes let with furniture or chattels and at other times without furniture or chattels or with different furniture or chattels, or by the fact that the tenant has the right to use in common with any other person of any other premises or, as the case may be, of any other part of the premises of which the dwellinghouse forms part.

**9. Rent in excess of equitable rent to be irrecoverable—**  
Where an assessment has been made under this Act fixing the equitable rent of any dwellinghouse, no rent in excess of the equitable rent shall be recoverable or lawfully payable for any period during which the assessment is in force.

*New*

**9A. Recovery by tenant of excess rent and other unlawful payments—**Where any sum that by virtue of this Act is irrecoverable has at any time been paid on account of the rent of any dwellinghouse, or any sum has at any time been paid in contravention of section 19 or section 19A of this Act, the sum so paid may at any time within 12 months after the date of

*New*

payment be recovered by or on behalf of the person by whom it was paid as a debt due to him by the person who received the payment; and, without prejudice to any other mode of recovery, where the person who made the payment is the tenant of the person who received it, the sum so paid may be deducted by the tenant from any rent payable by him to the landlord within that period of 12 months.

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**10. Stating case for Supreme Court**—(1) A Board may at any time, on the application of the tenant or the landlord or 10 of its own motion, state a case for the opinion of the Supreme Court on any question of law arising in respect of any application before the Board.

(2) The Supreme Court shall hear and determine the question, and shall remit the case with its opinion to the 15 Board.

**11. Appeals to Supreme Court**—(1) The determination of a Board on any application shall be subject to appeal to the Supreme Court on any question of law, but shall be final and conclusive as to any question of fact.

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*New*

(2) Notice of appeal shall not operate as a stay of proceedings in respect of the determination appealed from unless the Board or the Supreme Court so orders.

**12. Notice of appeal to Supreme Court**—In the case of any 25 such appeal the appellant shall, within 30 days after the determination appealed from, file with the Board a notice of appeal specifying the registry of the Supreme Court in which he intends to file the case on appeal, and shall give security for the costs of the appeal to such amount and in such form 30 as may be approved by the Board.

**13. Board to state case on appeal**—The Board whose determination is appealed from shall thereupon state and sign a case setting forth the facts and the questions of law arising for the determination of the Supreme Court, and shall deliver 35 the case so signed to the appellant.

**14. Appellant to transmit case to Registrar of Supreme Court**—The appellant shall, within 14 days after receiving the case, transmit it to the Registrar of the Supreme Court in the registry specified in the notice of appeal and the Registrar shall thereupon enter the appeal for hearing at the first practicable sitting of the Court.

**15. Amendment of case stated**—On the hearing of the appeal the Supreme Court may, if it thinks fit, cause the case so stated to be sent back to the Board for amendment, and 10 thereupon the case shall be amended accordingly, and the Court shall thereupon proceed to hear and determine the questions so submitted.

**16. Decision of Supreme Court to be final**—The determination of the Supreme Court on any such appeal shall be final.

**15 17. Costs of appeal**—In respect of any proceedings before the Supreme Court on an appeal from a determination of a Board, the Court may award such costs to or against either party as it thinks just.

**18. Offence to determine tenancy or evict tenant by reason of application under this Act**—(1) Every landlord commits an offence against this Act who, by reason of the making by a tenant of an application under section 6 of this Act or under regulation 4 of the Rent Review Regulations 1972 or of the taking by the tenant of any action under section 9A 25 of this Act, gives to the tenant a notice determining his tenancy or commences proceedings for the recovery of possession of the dwellinghouse or for the ejectment of the tenant therefrom or evicts him from the premises.

(2) In any prosecution for an offence against subsection (1) 30 of this section in which it is proved that the landlord, within 6 months after the making by the tenant of an application under section 6 of this Act or under regulation 4 of the Rent Review Regulations 1972 or while the rent of the dwellinghouse was fixed by an assessment under this Act, gave to the 35 tenant a notice determining his tenancy or commenced proceedings for the recovery of possession of the dwellinghouse or for the ejectment of the tenant therefrom or evicted him from the premises, it shall be for the landlord to prove that he has not acted contrary to subsection (1) of this section.

(3) Any notice given contrary to subsection (1) of this section shall be of no effect and every eviction that takes place contrary to that subsection shall be unlawful.

*New*

(4) In any proceedings for the recovery of possession of a dwellinghouse or for the ejectment of the tenant therefrom in which it is proved that the landlord, within 6 months after the making by the tenant of an application under section 6 of this Act or under regulation 4 of the Rent Review Regulations 1972 or while the rent of the dwellinghouse was fixed by an assessment under this Act, gave to the tenant a notice determining his tenancy or commenced proceedings for the recovery of possession of the dwellinghouse or for the ejectment of the tenant therefrom, it shall be for the landlord to prove that he has not acted contrary to subsection (1) of this section.

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**19. Limits on rent in advance and bonds**—Every person, being the landlord of any dwellinghouse or acting on behalf of the landlord, commits an offence against this Act who,—

- (a) At or before the beginning of any tenancy of a dwellinghouse stipulates for or demands in respect of the tenancy the payment from any tenant or prospective tenant on account of rent in advance of a sum which, together with any payment by the way of security for the performance by the tenant of his obligations as the tenant, exceeds the equivalent of 1 month's rent; or
- (b) Stipulates for or demands or accepts from the tenant or prospective tenant of the dwellinghouse any sum as security for the performance by the tenant of his obligations as the tenant unless—

(i) The sum does not exceed the equivalent of 1 month's rent; and

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(ii) The circumstances in which that sum may be applied by or on behalf of the landlord are made known to the tenant or prospective tenant in writing; and

(iii) The tenant is entitled, except in those circumstances, to have that sum refunded to him when he vacates the premises.

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*New*

(ii) The sum may be applied by or on behalf of the landlord only if the landlord suffers loss or damage through the failure of the tenant to perform any of his obligations as the tenant; and

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*New*

- 5                   (iii) The landlord has made it known to the tenant in writing that, except to the extent that the landlord so suffers loss or damage, the tenant will be entitled to have that sum refunded to him in full when he vacates the premises.

10                  **19A. Premiums, payments for furniture, etc., and payments for obtaining tenancies**—(1) Except as provided in section 19 of this Act, every person being the landlord of any dwelling-house or acting on behalf of the landlord, commits an offence against this Act who, in consideration of or on the occasion of the grant, renewal, termination, or continuance of a tenancy of the dwellinghouse, stipulates for or demands or accepts, whether from the tenant or from any outgoing tenant or incoming tenant, any consideration other than the rent.

15                  (2) Every person commits an offence against this Act who stipulates for or demands or accepts, for himself or for any other person, as a condition of the tenancy or the transfer of the tenancy of any dwellinghouse or property, payments for furniture or fixtures, or other effects of the premises, or for any other chattels, of any sum in excess of the fair selling value thereof.

20                  (3) Every person commits an offence against this Act who stipulates for or demands or accepts, for himself or for any other person any payment or other consideration (not being commission lawfully payable to a real estate agent) for obtaining or offering to obtain or doing anything for the purpose of obtaining any dwellinghouse or property for the occupation of any other person.

25                  **19B. Receipts**—(1) The landlord or other person receiving any payment on account of the rent of any dwellinghouse or in satisfaction or on account of any other sum payable to the landlord by the tenant, in his capacity as the tenant, shall thereupon give or cause to be given a receipt for the payment, specifying—

- (a) The date of the payment; and
- (b) The amount of the payment; and
- (c) The nature of the payment; and

30                  (4) In the case of rent, the date up to which the rent is paid.  
40                  (2) Every receipt so given shall be and remain the property of the tenant.

(3) Every person commits an offence against this Act who acts in contravention of or fails to comply with subsection (1) of this section.

*New*

**19c. Prohibiting refusal to let dwellinghouse to applicant with children—**(1) Every person commits an offence against this Act who—

- (a) Refuses, or procures another person to refuse, to let a dwellinghouse to any person on the ground that it is intended that a child will live in the dwellinghouse; or
- (b) Instructs any other person not to let, or states his intention (whether by advertisement or otherwise) not to let a dwellinghouse to any person if it is intended that a child will live in the dwellinghouse.

(2) In any prosecution for an offence against this section, where it is proved that a person has refused, or procured another person to refuse, to let a dwellinghouse to any person, the burden of proving that the refusal was for some reason other than that it was intended that a child would live in the dwellinghouse shall be on the defendant.

**20. Service of notices—**(1) Any notice or other document required or authorised to be served on or given to any person for the purposes of this Act may be served or given by delivering it to that person, and may be delivered to him either personally or by leaving it at his usual or last known place of abode or business or at the address specified by him in any application or other document received from him or by posting it in a letter addressed to him at that place of abode or business or at that address.

(2) If any such notice or other document is sent to any person by registered letter it shall be deemed to have been delivered to him on the fourth day after the day on which it was posted, and in proving the delivery it shall be sufficient to prove that the letter was properly addressed and posted.

(3) If the person is absent from New Zealand, the notice or other document may be delivered as aforesaid to his agent in New Zealand. If he is deceased, the notice or other document may be delivered as aforesaid to his personal representatives.

(4) If the person is not known, or is absent from New Zealand and has no known agent in New Zealand, or is deceased and has no known personal representatives, or if for any other reason it is not practicable to deliver the notice or other document personally the notice or other document shall be delivered in such manner as may be directed by the Board.

(5) Notwithstanding anything in the foregoing provisions of this section, the Board may in any case direct the manner in which any notice or other document is to be served or given, or dispensing with the service or giving thereof.

**21. Offences**—(1) Every person commits an offence against this Act who—

- 5           (a) By any threat endeavours to dissuade or prevent a tenant from making or prosecuting any application or proceedings under this Act; or
- 10         (b) Stipulates for or demands or accepts, for himself or for any other person, on account of any dwelling-house any sum that is irrecoverable by virtue of this Act; or
- 15         (c) Resists, obstructs, or (*receives*) deceives, or attempts to deceive any Board or person which is exercising or attempting to exercise any power or function under this Act; or
- 20         (d) With intent to deceive, makes any false or misleading statement or any material omission in any communication with or application to any person (whether in writing or otherwise) for the purposes of this Act or any regulations made under this Act; or
- 25         (e) Offers any bribe or other unlawful or improper inducement to any person with intent to influence him in the exercise of any powers, duties, or functions under or for the purposes of this Act or any regulations made under this Act; or
- 30         (f) Publishes a report of any proceedings in contravention of an order under subclause (2) of clause 6 of the Second Schedule to this Act.; or

*New*

- 30         (g) Except where he would incriminate himself or his spouse or where he would be disclosing information that he could not be compelled to disclose in any proceeding within the meaning of the Evidence Act 1908, fails to comply with any requirement made pursuant to paragraph (b) or paragraph (c) of clause 15 of the First Schedule to this Act or with any notice served on him under clause 4 of the Second Schedule to this Act.

35         (2) Nothing in this section shall be construed to affect any right of action by way of civil proceedings.

40         **22. Penalties**—Every person who commits an offence against this Act shall be liable on summary conviction—

- 45           (a) In the case of an individual, to a fine not exceeding \$500 and (in the case of a continuing offence) to a further fine not exceeding \$10 for every day during which the offence continues:

- (b) In the case of a company or other corporation, to a fine not exceeding \$1,000 and (in the case of a continuing offence) to a further fine not exceeding \$40 for every day during which the offence continues.
- 23. Restrictions on contracting out of benefits provided by Act**—Except as otherwise expressly provided in this Act, no covenant or agreement entered into before or after the commencement of this Act shall have any force or effect to deprive any tenant of any right, power, privilege, or other benefit provided for by this Act. 5  
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- 24. Exemption of dwellinghouses subject to Tenancy Act 1955 or Housing Act 1955**—Nothing in this Act shall apply in respect of any dwellinghouse if—  
 (a) An order or assessment under Part III of the Tenancy Act 1955 or under section 20 of the Housing Act 15  
1955 is in force or may be made in respect of that dwellinghouse; or  
 (b) The lease or tenancy in respect of that dwellinghouse has been granted under section 19 of the Housing Act 1955. 20
- 25. Exemption of dwellinghouses or camp sites let for 6 weeks or less**—(1) Where any agreement has been entered into, whether before or after the commencement of this Act for the letting of a dwellinghouse or of a camp site for a term not exceeding 6 weeks, this Act shall not apply to the 25 premises so let or any part thereof in respect of that tenancy.  
 (2) Nothing in this section shall be construed as preventing the application of this Act in any case where the tenant continues with the express consent of the landlord to occupy the premises after the expiration of 6 weeks from the commencement of any such tenancy. 30  
 (3) For the purposes of this section the term “camp site” means a camp site within the meaning of the Camping Ground Regulations 1936, whether or not a living place has been erected or placed thereon. 35
- 26. Regulations**—(1) The Governor-General may from time to time, by Order in Council, make regulations for all or any of the following purposes:  
 (a) Prescribing the procedure to be followed by Rent Appeal Boards: 40  
 (b) Prescribing forms for the purposes of this Act:

- (c) Providing for such matters as are contemplated by or necessary for giving full effect to the provisions of this Act and for the due administration thereof.
- (2) Regulations made under this section may be of general application, or may relate to any specified part or parts of New Zealand, or to any specified class or classes of premises, and different regulations may be made in respect of different parts of New Zealand or in respect of different classes of premises.
- 10    27. **Act to be administered by Department of Labour—**  
(1) This Act shall be administered in the Department of Labour.  
(2) The First Schedule to the Labour Department Act 1954 (as substituted by section 3 (1) of the Labour Department Amendment Act 1970) is hereby amended by inserting, after the reference to the Public Holidays Act 1955, the words "The Rent Appeal Act 1973".
- New*
- 20    27A. **Amendment to Legal Aid Act 1969—**Section 15 of the Legal Aid Act 1969 (as amended by section 184 of the Accident Compensation Act 1972) is hereby amended by adding to subsection (1) the following paragraph:
- 25    "(i) Proceedings before any Rent Appeal Board or on appeal to the Supreme Court from the determination of any such Board or in respect of any case stated by any such Board under section 10 of the the Rent Appeal Act 1973."
28. **Revocation—**(1) The Rent Review Regulations 1972 are hereby revoked.
- 30    (2) The Rent Review Regulations 1972 shall, notwithstanding their repeal, continue and be in force for the purpose of continuing and perfecting any act, matter, or thing, or any proceeding commenced or in progress under them at the commencement of this Act.

**SCHEDES****Section 4 (7)****FIRST SCHEDULE****PROVISIONS RELATING TO RENT APPEAL BOARDS**

**1. Term of office**—(1) Except as otherwise provided in this Act, every member of a Board shall hold office for a term of 3 years, but any such member may from time to time be reappointed.

(2) Notwithstanding that the term of office of a member of a Board may have expired, he shall, unless he sooner vacates office under clause 2 of this Schedule, continue to hold office until his successor comes into office.

(3) Notwithstanding that the term of office of a member of a Board has expired or that a member of a Board has resigned his office, he shall be deemed to continue a member of the Board for the purpose of—

- (a) Deciding any application that was wholly heard before the expiration of his term of office or before his resignation took effect, as the case may be;
- (b) Stating any case on appeal to the Supreme Court from a decision of the Board given while he was a member or while he was deemed to continue to be a member under the provisions of paragraph (a) of this subclause.

**2. Extraordinary vacancies**—(1) Any member of a Board may at any time be removed from office by the Minister for disability, bankruptcy, neglect of duty, or misconduct, proved to the satisfaction of the Minister, or may at any time resign his office by writing addressed to the Minister.

(2) If any member of a Board dies or resigns or is removed from office, his office shall become vacant and the vacancy shall be deemed to be an extraordinary vacancy.

(3) In the case of an extraordinary vacancy the Minister may appoint any person to fill the vacancy for the residue of any period for which the vacating member was appointed.

**3. Fees and allowances**—There shall be paid out of money appropriated by Parliament for the purpose to the members of any Rent Appeal Board remuneration by way of fees, salary, or allowances and travelling allowances and expenses in accordance with the Fees and Travelling Allowances Act 1951, and the provisions of that Act shall apply accordingly as if any such Board were a statutory Board within the meaning of that Act.

**4. Deputies**—(1) The Minister may from time to time appoint any person to be the deputy of any member of any Rent Appeal Board. The deputy of any member shall have authority to act as a member of the Board in the event of the absence from any meeting of the member whose deputy he is, and while so acting shall be deemed to be a member of the Board. Every such deputy shall hold office during the pleasure of the Minister.

(2) A deputy of the member who is Chairman of the Board shall not be Chairman by reason only of his appointment under this clause.

**FIRST SCHEDELE—*continued***

**5. Concurrent membership**—Any person may be appointed to hold office concurrently as a member or deputy member of 2 or more Rent Appeal Boards.

**6. Sickness or incapacity**—(1) In the event of the sickness or other incapacity of any member of a Rent Appeal Board, the Minister may appoint any person to act in the place of that member during his incapacity.

(2) Any person appointed under this clause to act in the place of a member who is Chairman shall not be Chairman by reason only of his appointment under this clause.

**7. Seal**—Every Rent Appeal Board shall have a seal which shall be judicially noticed in all Courts and for all purposes.

**8. Board to be a Commission of Inquiry**—Every Board shall, within the scope of its jurisdiction, be deemed to be a Commission of Inquiry under the Commissions of Inquiry Act 1908, and, subject to the provisions of this Act and of any regulations made under this Act, all the provisions of that Act, except sections 11 and 12 (which relate to costs), shall apply accordingly.

**9. Sittings of Board**—(1) Sittings of a Board shall be held at such times and places as the Board or the Chairman from time to time appoints.

(2) Any sitting of a Board may be adjourned from time to time and from place to place, by the Board or the Chairman.

(3) No sitting of a Board shall take place unless all the members are present, but the decision of a majority of the members shall be the decision of the Board.

(4) If at any sitting of the Board the Chairman is not present, the members shall appoint 1 of their number to be the Chairman of the Board for the purposes of that sitting.

**10. Members of Board not personally liable**—No member of a Board shall be personally liable for any act done or omitted to be done by the Board or by any member thereof in good faith in pursuance or intended pursuance of the powers and authorities of the Board.

**11. Procedure**—(1) The procedure of a Rent Appeal Board shall, subject to this Act and to any regulations made under this Act, be such as that Board thinks fit.

(2) No appointment under clause 4 or clause 6 of this Schedule and no act done by any person by virtue of any such appointment and no act done by a Board while any person is acting as a deputy, or in the place, of a member of the Board by virtue of any such appointment shall in any proceedings be questioned on the ground that the occasion for the appointment had not arisen or had ceased.

(3) Proceedings before a Board shall not be held bad for want of form.

**FIRST SCHEDULE—*continued***

**12. Inquiries and evidence**—(1) For the purposes of any application under section 6 of this Act and notwithstanding anything in the Second Schedule to this Act, a Rent Appeal Board may make such inquiries and obtain such valuations and reports (if any) as it considers necessary and shall not be bound by any rules of evidence but may inform itself in such manner as it thinks fit.

(2) Subject to the provisions of subclause (1) of this clause, the Evidence Act 1908 shall apply to each Board in the same manner as if each Board were a Court within the meaning of that Act.

**13. Inspection may be arranged**—A Rent Appeal Board may cause any dwellinghouse in respect of which an application has been made under section 6 of this Act to be inspected and may cause a valuation or report upon the premises to be made and may take such valuation or report into consideration.

**14. Inspection of valuations and reports**—The tenant and the landlord shall be entitled to inspect any valuation or report obtained by the Board pursuant to clause 12 or clause 13 of this Schedule.

**15. Power to inspect premises and obtain information**—For the purpose of any application under section 6 of this Act, a Rent Appeal Board or any person authorised in writing by a Rent Appeal Board may—

- (a) At any reasonable time enter into and upon any dwellinghouse to which the application relates for the purpose of examining the premises;
- (b) Require any person being the landlord or tenant of any dwellinghouse or being the agent of any such landlord or tenant, to answer any question relating to the letting thereof or to the sub-letting of the whole or any part thereof;
- (c) Require any person being the landlord or tenant of any dwellinghouse or being the agent of any such landlord or tenant, to produce any rent book, receipt or other document in his possession or power for the purpose of ascertaining the rent paid under any tenancy or sub-tenancy thereof, and examine and make copies of any rent book, receipt, or document.

## SECOND SCHEDULE

Section 6 (5)

## PROCEDURAL PROVISIONS

*Applications to a Rent Appeal Board*

**1. Place of filing**—Every application under section 6 of this Act shall be made on a form to be provided by the Secretary of Labour and shall be filed in the office of the Department of Labour nearest to the place where the dwellinghouse to which the application relates is situated.

**2. Application to be referred to Board**—As soon as may be after the filing of any application under section 6 of this Act the person in charge of the office of the Department of Labour in which it is filed shall refer it to a Rent Appeal Board.

*Struck Out*

**3. Landlord to be notified**—On receiving any application under section 6 of this Act, the Rent Appeal Board shall serve on the landlord

*New*

**3. Other party to be notified**—Where the application is made by the tenant the Rent Appeal Board shall serve on the landlord, and where it is made by the landlord and the dwellinghouse is for the time being let the Board shall serve on the tenant, a copy of the application together with

a notice informing him of the application and specifying a period of not less than 14 days from the service of the notice during which representations in writing may be made to the Rent Appeal Board in respect of the assessment of an equitable rent for the dwellinghouse.

**4. Landlord or tenant may be required to supply information**—The Rent Appeal Board may by notice in writing served on the landlord or the tenant require him to give to the Rent Appeal Board, within such period of not less than 14 days from the service of the notice as may be specified in the notice, such information as it may reasonably require regarding the dwellinghouse and the application as may be specified in the notice.

**5. Hearing**—(1) As soon as the Board considers the application ready for hearing it shall fix a time and place for the hearing of the application, and shall serve a notice on the landlord and the tenant informing them of the time and place so fixed.

(2) At the hearing the landlord and the tenant may call evidence and shall be given an opportunity to be heard either in person or by a person authorised by him in that behalf, whether or not that person is counsel or a solicitor.

(3) If the landlord or the tenant or both fail to appear before the Board at the time and place appointed, the Board may nevertheless, upon proof of service of the notice of the hearing, proceed to make an assessment fixing the equitable rent of the dwellinghouse.

SECOND SCHEDULE—*continued*

**6. Hearing to be open to public**—(1) Every such hearing shall be open to the public:

Provided that the Board may deliberate in private as to its decision on the application or as to any question arising in the course of the proceedings.

(2) The Board may make an order prohibiting the publication of any report or description of the proceedings or of any part of the proceedings in respect of any application before the Board:

Provided that no such order shall be made prohibiting the publication of the names and descriptions of the parties to the application, particulars of the dwellinghouse affected, the amount of the equitable rent, or the amount of the existing rent.

**7. Landlord and tenant to be notified of assessment**—After considering, in accordance with this Act, what rent ought to be assessed as the equitable rent, the Rent Appeal Board shall assess the equitable rent and shall notify the landlord and the tenant of that assessment and of the date on which it takes effect.

*New*

**7A. Reasons to be given**—Every assessment shall be in writing and shall show the Board's reasons for the assessment.

**8. Costs**—No party to any proceedings on any application under section 6 of this Act (other than proceedings in the Supreme Court) shall be liable to pay the costs of any other party to the proceedings unless the Board makes an order for the payment of any such costs on the ground that it is desirable for special reasons to make such an order.

**9. Board may dismiss frivolous or vexatious applications**—A Board may at any time dismiss any application under section 6 of this Act, if it is satisfied that the application is frivolous or vexatious.