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PERTH : WEDNESDAY, 16th MAY

[1956.]

STATE HOUSING ACT, 1946-1954.

State Housing Commission,
Perth, 2nd May, 1956.

Ex. Co. No. 624.

HIS Excellency the Governor in Executive Council, acting under the provisions of the State Housing Act, 1946-1954, has been pleased to amend in the manner set forth in the schedule hereunder, the State Housing Act Regulations made under the Act and published in the *Government Gazette* on the 12th day of August, 1949 and amended by notices published in the *Government Gazette* from time to time thereafter.

(Sgd.) H. V. TELFER.
Chairman, State Housing Commission.

Schedule.

Schedule A of the abovementioned regulations is amended by deleting therefrom Form No. 8 and substituting the following new Form No. 8 in lieu thereof.

S.H.C. 134.

Form No. 8.

State Housing Commission, Western Australia.
State Housing Act, 1946-1954.

TENANCY AGREEMENT.

I,, of,
....., (Occupation)
hereby agree to rent from the State Housing Commission (hereinafter called "the Commission") the house and land (hereinafter called "the premises") known as situate at upon the following terms and conditions:—

1. To reside together with my family at all times during the tenancy hereby created in the premises as a weekly tenant commencing from the day of 19.....
2. To pay in advance to the Commission at its office at Perth or elsewhere as directed in writing by the Commission on the Monday of each week a weekly rental of pounds..... shillings pence (£) commencing from the date referred to in Clause One of this Agreement, but if the annual rates assessed in respect of the premises are increased or decreased the weekly rental herein referred to shall be adjusted by adding or deducting as the case may be an amount equal to the said increase or decrease divided by fifty two; such adjustment shall be made as from the date of the increase or decrease as the case may be; in this clause "Rates" means any water, sewerage or drainage rate assessed against the premises under the Metropolitan Water Supply Sewerage and Drainage Act, 1909-1954 and its amendments or any water, sewerage or drainage rate assessed by any constituted authority under any State Act whatsoever relating to water, sewerage or drainage and any rate assessed against the premises under the Road District Act 1919-1954 and its amendments or the Municipal Corporations Act, 1906-1954 and its amendments as the case may be.

3. (1) To keep the premises including the drains and sanitary and water apparatus and all improvements fixtures and additions thereto in good and tenable repair and condition (fair wear and tear excepted as determined by the Commission) throughout my tenancy and in such repair and condition (except as aforesaid) to yield up at the determination of the tenancy.
- (2) To comply with observe and perform all written instructions given by the Commission to me or any person on my behalf relating to—
 - (a) the use and care of the septic tank and soak wells installed on the premises, and
 - (b) the precautions to be taken in respect of the premises against white ant infestation.
4. To permit any authorised officer of the Commission with or without workmen and others at all reasonable times during my tenancy to enter upon and view the condition of the premises and forthwith (so far as the tenant is liable) to execute all repairs and works required to be done by written notice given by the Commission PROVIDED ALWAYS that if I shall not within thirty days after service of such notice commence and proceed diligently with the execution of the repairs and works mentioned in such notice it shall be lawful for any authorised officer of the Commission with or without workmen and others to enter upon the premises and execute such repairs or works and the cost thereof shall be a debt from me to the Commission and be forthwith recoverable by action.
5. To pay promptly all excess water rates which may become due or payable during my tenancy in respect of the premises.
6. Not to sublet, lease or assign over, nor in any way dispose of the premises or any part thereof, nor make or suffer to be made any alterations or additions to the premises or any part thereof without the consent in writing of the Commission first had and obtained.
7. Not to create any nuisance nor do or suffer to be done anything that may prejudice any insurance of the said premises or any part thereof.
8. To use the premises as a private dwelling-house only unless an officer of the Commission authorised so to do otherwise in writing permits.
9. Not to permit or suffer any part of the premises to be used for any illegal purpose or to be so used as to cause annoyance or inconvenience to the occupiers of adjacent or neighbouring buildings.
10. At all times during my tenancy punctually comply with observe and perform so far as applicable all the provisions of the Health Act, 1919-1954 and the Regulations for the time being in force thereunder provided that nothing herein contained shall be deemed to impose any liability on me to carry out or effect any requirement requisition or order involving a structural alteration or addition of any kind whatsoever.
11. To keep the land clear of all refuse and weeds and to make, cultivate and maintain a garden or gardens, plant fruit and/or ornamental trees, hedges, shrubs, so that the premises shall present a neat and tidy appearance.
12. To give one (1) week's notice in writing to the Commission of my intention to vacate the premises or failing such notice to pay to the Commission a sum equal to one week's rent.
13. On the signing of this Agreement to deposit with the Commission the sum of Two Pounds to be held until the termination of the tenancy, when, at the discretion of the Commission it may be applied in or towards the cost of replacing keys lost or not handed over to the Commission, rent not paid, or the cost of repairing damage done to the premises by me or any other expenses payable by me any unexpended balance of such deposit to be refunded to me.

14. If the rent hereby reserved or any part thereof shall be unpaid after becoming payable (whether formally demanded or not) at any time or if any term or condition on my part herein contained shall not be observed or performed then in either of the said cases it shall be lawful for the Commission at any time thereafter to re-enter upon and take possession (by force if necessary) of the premises or any part thereof in the name of the whole and thereupon this agreement shall absolutely determine but without prejudice to the right of action of the Commission in respect of any breach by me of the terms or conditions herein contained. Any notices to be served relating to this agreement may be served on me by leaving such notice or notices at the demised premises.

Dated at this day of 19.....

Signature of Tenant

Signature of Witness

Occupation

Address

.....

Approved by His Excellency the Governor in Executive Council 27th day of April, 1956

(Sgd.) R H DOIG,
Clerk of the Council.

MUNICIPAL CORPORATIONS ACT, 1906-1955.

City of Perth.

By-Law No. 39 (Buildings)—Amendment.

L.G. 551/53.

IN pursuance of the powers in that behalf contained in the Municipal Corporations Act, 1906-55, and of all other powers thereto them enabling the Lord Mayor and Councillors of the City of Perth do order that By-law No. 39 be amended as follows:—

1. Clause 8 is amended by deleting the word "Section" and substituting therefor the word "Clause".

2. A new clause is added immediately after Clause 8 as follows:—

8A.—A license issued under clause 6 and the approval thereby signified shall cease to be of any effect if the work thereby authorised is not substantially commenced within one year from the date of such license, but the Council may waive the payment of any fee in respect of a license thereafter issued in respect of the same work.

Passed by the Council of the City of Perth at the Ordinary Meeting of the Council on the 6th day of March, 1956.

[L.S.]

H. R. HOWARD,
Lord Mayor.

W. A. McI. GREEN,
Town Clerk.

Recommended—

(Sgd.) G. FRASER,
Minister for Local Government.

Approved by His Excellency the Governor in Executive Council, this 27th day of April, 1956.

(Sgd.) R. H. DOIG,
Clerk of the Council.