

## LEASING MATRIX

	Preference	ACT	NSW	NT	QLD	SA	TAS	VIC	WA
<b>In what circumstances should a lease be registered?</b>	Refer to the <b>Registration Matrix</b>	s82 and s85 <i>Land Titles Act 1925</i> Refer to Registration Matrix	s42 <i>Real Property Act 1900</i> Refer to Registration Matrix	s188, s189(1)(b) and s4 <i>Land Title Act 2000</i> Refer to Registration Matrix	s184, s185(1)(b) and s4 <i>Land Title Act 1994</i> Refer to Registration Matrix	s119 <i>Real Property Act 1886</i> Refer to Registration Matrix	s64(2) <i>Land Titles Act 1980</i> Refer to Registration Matrix	s 42(2)(e), s66(1) <i>Transfer of Land Act 1958</i> Refer to Registration Matrix	s91 <i>Transfer of Land Act 1893</i> Refer to Registration Matrix
<b>What notice procedures are required for a landlord seeking to enforce a right to forfeit for breach of a covenant under a lease?</b>	Landlord must give the tenant notice specifying the breach; requiring the tenant to remedy the breach (if the breach is capable of remedy) and giving notice of any compensation the tenant may be required to pay.	s122 , s123 <i>Leases (Commercial and Retail) Act 2001</i> (ACT) Landlord must give 14 days written notice to the tenant. The tenant may either consent to the termination in writing or contest the termination by application to the Magistrate's court.	s129 <i>Conveyancing Act 1919</i> (NSW) Landlord must give the tenant notice specifying the breach; requiring the tenant to remedy the breach (if the breach is capable of remedy) and giving notice of any compensation the tenant may be required to pay.	s137 and s138 <i>Law of Property Act 2000</i> (NT) Landlord must give the tenant notice specifying the breach; requiring the tenant to remedy the breach (if the breach is capable of remedy) and giving notice of any compensation the tenant may be required to pay.	s124 <i>Property Law Act 1974</i> (QLD) Landlord must give the tenant notice specifying the breach; requiring the tenant to remedy the breach (if the breach is capable of remedy) and giving notice of any compensation the tenant may be required to pay.	ss 9,10 and 11 <i>Landlord and Tenant Act 1936</i> (SA) Landlord must give the tenant notice specifying the breach; requiring the tenant to remedy the breach (if the breach is capable of remedy) and giving notice of any compensation the tenant may be required to pay.	s15 <i>Conveyancing and Law of Property Act 1884</i> (TAS) Landlord must give the tenant notice specifying the breach; requiring the tenant to remedy the breach (if the breach is capable of remedy) and giving notice of any compensation the tenant may be required to pay.	s146 <i>Property Law Act 1958</i> (VIC) Landlord must give the tenant notice specifying the breach; requiring the tenant to remedy the breach (if the breach is capable of remedy) and giving notice of any compensation the tenant may be required to pay.	s81 <i>Property Law Act 1969</i> (WA) Landlord must give the tenant notice specifying the breach; requiring the tenant to remedy the breach (if the breach is capable of remedy) and giving notice of any compensation the tenant may be required to pay.
<b>Does the court have the power to protect an under-lessee upon the forfeiture of the superior lease?</b>	Yes, wide discretion but can only grant an interest in land to the extent of the sub-lease.	s122 , s123 and dictionary <i>Leases (Commercial and Retail) Act 2001</i> (ACT) Yes, Magistrate's Court may refuse to confirm the termination of the lease.	s130 <i>Conveyancing Act 1919</i> (NSW) Yes, wide discretion but can only grant an interest in land to the extent of the sub-lease.	s136 and s139 <i>Law of Property Act 2000</i> (NT) Yes, may make orders staying proceedings or vesting the property in the under-lessee, but only to the extent of the sub-lease.	s125 <i>Property Law Act 1974</i> (QLD) Yes, wide discretion but can only grant an interest in land to the extent of the sub-lease.	ss 9,10, 11 and 12 <i>Landlord and Tenant Act 1936</i> (SA) Yes, wide discretion but can only grant an interest in land to the extent of the sub-lease.	s15(6) <i>Conveyancing and Law of Property Act 1884</i> (TAS) No, protection does not extend to an under-lessee.	s146(4) <i>Property Law Act 1958</i> (VIC) Yes, wide discretion but can only grant an interest in land to the extent of the sub-lease.	s81(4) <i>Property Law Act 1969</i> (WA) Yes, wide discretion but can only grant an interest in land to the extent of the sub-lease.
<b>In order to register a transfer, what must be produced with it?</b>  The following must be produced:	<ul style="list-style-type: none"> <li>• <b>Transfer form;</b></li> <li>• <b>Duplicate of original Certificate of Title;</b></li> <li>• <b>Notice of Sale; and</b></li> <li>• <b>Fee</b></li> </ul>	<i>Land Titles Act 1925</i> <ul style="list-style-type: none"> <li>• Transfer form, marked by ACT Revenue for stamp duty;</li> <li>• Duplicate original Certificate of Title; and</li> <li>• Fee of \$170</li> </ul>	31B <i>Real Property Act 1900</i> <ul style="list-style-type: none"> <li>• A Transfer form, marked by the Office of State Revenue for stamp duty;</li> <li>• A Notice of Sale;</li> <li>• A duplicate original Certificate of Title; and</li> <li>• fee of \$79</li> </ul>	s61 <i>Land Title Act 2000</i> <ul style="list-style-type: none"> <li>• Transfer of Lot form, endorsed with stamp duty;</li> <li>• A duplicate original Certificate of Title, if one has been issued (most of the NT is electronically registered); and</li> <li>• A swimming pool notice, if there is a swimming pool</li> </ul>	<i>Land Title Act 1994</i> <ul style="list-style-type: none"> <li>• Property Transfer form (form 24), endorsed with stamp duty;</li> <li>• Transfer form (form 1);</li> <li>• Original duplicate Certificate of Title only if there is one on issue - approximately 40% of Queensland title has been converted to</li> </ul>	<i>Real Property Act 1886</i> <ul style="list-style-type: none"> <li>• Transfer of land form, endorsed with stamp duty payment; and</li> <li>• Duplicate original Certificate of Title (until electronic lodgement applies generally); and</li> <li>• Fee, of \$104 or more (amount assessed on a rising scale depending on</li> </ul>	<i>Land Titles Act 1980</i> <ul style="list-style-type: none"> <li>• transfer form, endorsed with stamp duty payment;</li> <li>• the duplicate original Certificate of Title (or a production slip in the case of some financial institutions);</li> <li>• the prescribed fee (\$131);</li> <li>• a completed Notice of Sale</li> </ul>	s 45 <i>Transfer of Land Act 1958</i> . <ul style="list-style-type: none"> <li>• Original Certificate of Title (Title Search);</li> <li>• Transfer of land form, endorsed with stamp duty payment; and</li> <li>• Fee, of \$94.60 or more (amount assessed on a rising scale depending on consideration paid).</li> </ul>	<i>Transfer of Land Act 1893</i> <ul style="list-style-type: none"> <li>• Original duplicate Certificate of Title;</li> <li>• Transfer of land form, endorsed with stamp duty payment; and</li> <li>• Fee, starts at \$82 and is on a rising scale.</li> </ul>

				on the land.	electronic and no titles are issued; and <ul style="list-style-type: none"> <li>Fee, of \$111.30 or more (amount assessed on a rising scale depending on consideration paid).</li> </ul>	consideration paid)	form; and <ul style="list-style-type: none"> <li>a completed lodgement form.</li> </ul>		
<b>Is duplicate title required to register the following:</b> <b>(Note: 'duplicate' title is the copy of the title held by the registered proprietor, that is the "original duplicate")</b> <b>lease?</b>	Yes	<i>Land Titles Act 1925</i> Yes	<i>31B Real Property Act 1900</i> Yes	<i>s61 Land Title Act 2000</i> Yes, if a Certificate of Title has been issued. If it is not produced, the registration will become electronic.	<i>Land Title Act 1994</i> Yes, if a Certificate of Title has been issued.	<i>Real Property Act 1886</i> Yes	<i>Land Titles Act 1980</i> Yes	<i>s 45 Transfer of Land Act 1958</i> Yes	<i>Transfer of Land Act 1893</i> Yes
<b>Is duplicate title required to register the following:</b> <b>(Note: 'duplicate' title is the copy of the title held by the registered proprietor, that is the "original duplicate")</b> <b>variation on lease?</b>	No – this simplifies the process	<i>Land Titles Act 1925</i> Yes	<i>31B Real Property Act 1900</i> No	<i>s61 Land Title Act 2000</i> Yes, if a Certificate of Title has been issued. If it is not produced, the registration will become electronic.	<i>Land Title Act 1994</i> No	<i>Real Property Act 1886</i> No	<i>Land Titles Act 1980</i> Yes	<i>s 45 Transfer of Land Act 1958</i> Yes	<i>Transfer of Land Act 1893</i> No
<b>Is duplicate title required to register the following:</b> <b>(Note: 'duplicate' title is the copy of the title held by the registered proprietor, that is the "original duplicate")</b> <b>sublease?</b>	No – this simplifies the process	<i>Land Titles Act 1925</i> Yes	<i>31B Real Property Act 1900</i> No	<i>s61 Land Title Act 2000</i> Yes, if a Certificate of Title has been issued. If it is not produced, the registration will become electronic.	<i>Land Title Act 1994</i> No	<i>Real Property Act 1886</i> Yes	<i>Land Titles Act 1980</i> Yes	<i>s 45 Transfer of Land Act 1958</i> ? Registrar's lodging book does not specify.	<i>Transfer of Land Act 1893</i> No
<b>Must an agreement for lease be in writing?</b> <b>(Note: there is a threshold</b>	Yes – all agreements for leases should be in writing	<i>s201, s202, s203 Civil Law (Property) Act 2006</i> Leases should be put into writing, unless that lease if	<i>s53 Real Property Act 1900</i> Where the term of a lease exceeds 3 years, it should be	<i>s9(2)(c), s11(1), s11(2) Law of Property Act 2000</i> Where the term of a lease exceeds 3 years, it should be	<i>s12(1) and s12(2) Property Law Act 1974</i> Where the term of a lease exceeds 3 years, it should be	<i>s26, s 29 Law of Property Act 1936</i> Lease must be in writing and signed by an authorised	Not covered by legislation, however general practice is that a lease must be in writing. Any registered	<i>s52, s53, s54 Property Law Act 1958</i> Where the term of a lease exceeds 3 years, it should be	<i>s34(1)(a), s35 Property Law Act 1969 (WA)</i> Where the term of a lease exceeds 3 years, it should be

<b>question as to whether an agreement for lease creates an interest in land. if it does so, then in each state it must be in writing.)</b>		for a term not exceeding 3 years, and the rent is the highest rate reasonably obtainable.	in writing.	in writing.	in writing.	person.	dealing must be in writing: <i>Land Titles Act 1980</i> , Definitions.	in writing.	in writing.
<b>Will a (reversionary) lease be void if it is for a term of more than 21 years (or other such long term)?</b>	No	No equivalent legislation	120A(3) <i>Conveyancing Act 1919</i> (NSW) Yes (21 years)	No equivalent legislation	s 102(3) <i>Property Law Act 1974</i> (QLD) Yes (21 years)	No equivalent legislation	No equivalent legislation	s150(3) <i>Property Law Act 1958</i> (VIC) Yes (21 years)	s74(3) <i>Property Law Act 1969</i> (WA) Yes (21 years)
<b>In what circumstances will a lease be enlarged into a fee simple?</b>	None	None	s134 (1) <i>Conveyancing Act 1919</i> (NSW)  Where a 300 year lease has been given, of which at least 200 years are left to run, the lessee may enlarge the lease into a fee simple. There must be no rent or only nominal rent still payable.	None	None	None	None	s153 <i>Property Law Act 1958</i> (VIC)  Where a 300 year lease has been given, of which at least 200 years are left to run, the lessee may enlarge the lease into a fee simple. There must be no rent or only nominal rent still payable.	None
<b>Is a registered assignee from the landlord bound to observe covenants in an unregistered lease?</b>  Background to the question a leasehold reversion is the interest retained in the estate held by the landlord after part of that estate has been assigned to the tenant. at common law, on assignment of the leasehold reversion, neither the burden nor the benefit of covenants passes to the assignee. in that case, subject to contrary agreement, where a landlord assigns	No, this only applies for registered leases – refer to the Registration matrix	s 85(2), S85(1) <i>Land Titles Act 1925</i> (ACT)  s401 <i>Civil Law (Property) Act 2006</i> (ACT)  <b>Unregistered Lease</b>  No. The lease itself must be registered.  No right or covenant to assign the reversionary interest of the lessor, which is contained in a lease or in an agreement, shall be valid against any subsequent purchaser of the reversion, lessee, mortgagee or encumbrance unless the lease or agreement is registered. s 85(2)	s40(3), s42, s51, s53(3) <i>Real Property Act 1900</i> (NSW)  s117 and s118 <i>Conveyancing Act 1919</i> (NSW).  <b>Unregistered Lease</b>  No. It appears that a registered assignee of a reversion will only be bound by a <i>registered</i> lease. A person recorded in the folio owns the reversion expectant upon any lease recorded in the folio: s40(3) <i>Real Property Act 1900</i> (NSW)  This is presumably subject to the exception for short leases (which need	s131 <i>Law of Property Act 2000</i> (NT)  s188, s189(1)(b), s204 <i>Land Title Act 2000</i> (NT)  <b>Unregistered Lease</b>  A registered proprietor takes their interest free from unregistered interests (s188), but with a number of exceptions, including short leases (s189(1)(b)): <i>Land Title Act 2000</i> (NT). A registered proprietor includes the assignee of a registered proprietor: s204.  <b>Generally</b>  The landlord's obligations are	s196, 184, s185(1)(b) <i>Land Title Act 1994</i> (QLD)  s118 <i>Property Law Act 1974</i> (QLD)  s196 <i>Land Title Act 1994</i> (QLD)  <b>Unregistered Lease</b>  No, the lease must be registered unless it is a short lease.  A registered proprietor takes their interest free from unregistered interests (s184), but with a number of exceptions, including short leases (s185(1)(b)). A registered proprietor includes the assignees of the	s119, s46 <i>Real Property Act 1886</i> (SA)  <i>Landlord and Tenant Act 1936</i> (SA)  s119 <i>Real Property Act 1886</i> (SA)  <b>Unregistered Lease</b>  Yes, if the lease is for less than a year. A registered assignee of a reversion takes subject to unregistered short leases, but <i>not</i> subject to any options to renew or purchase.  <b>Generally</b>  Common law position may be intact except in commercial	s11 <i>Conveyancing and Law of Property Act 1884</i> (TAS)  <b>Unregistered Lease</b>  Yes. There is no registration exception to the general rule (opposite).  <b>Generally</b>  The landlord's obligations are annexed and incident to and shall go with the reversion. s11 <i>Conveyancing and Law of Property Act 1884</i> (TAS)  Where: <ul style="list-style-type: none"><li>the obligation relates to the subject matter of the lease [this is believed</li></ul>	s11(3) <i>Transfer of Land Act 1958</i> (VIC)  s142 <i>Property Law Act 1958</i> (VIC)  <b>Unregistered Lease</b>  No. Apparently the registered assignee of the reversion is not bound by an unregistered lease.  Every folio of the Register for leasehold land is subject to the rights and powers of the lessor or other proprietor of the reversion immediately expectant on the term. s11(3) <i>Transfer of Land Act 1958</i> (VIC)  This is presumably subject to the	s70 <i>Transfer of Land Act 1893</i> (WA)  s78 <i>Property Law Act 1969</i> (WA)  <b>Unregistered Lease</b>  No. Apparently the registered assignee of the reversion is not bound by an unregistered lease.  The registered proprietor in possession of freehold land is seised of the reversion of a lease which is mentioned as an encumbrance on the certificate of title. In that case the registered proprietor has all powers, rights, remedies, and entitlements and is

<p>the leasehold reversion, the tenant still has an action against the original landlord.</p>		<p><i>Land Titles Act 1925</i> (ACT)</p> <p>This is presumably subject to the exception for short leases (which need not be registered) under s85(1).</p> <p>Registered leases with an option to purchase are annexed to and run with the land as well: s 85(2).</p> <p><b>Generally</b></p> <p>The landlord's obligations run with the reversion. s401 <i>Civil Law (Property) Act 2006</i> (ACT)</p> <p>Where:</p> <ul style="list-style-type: none"> <li>the obligation relates to the subject matter of the lease [this is believed to have the same meaning as 'touching and concerning the land']; and</li> <li>the landlord had power to bind the reversionary estate expectant under the lease; and</li> <li>the lease was granted on or after 26 June 1986; or</li> <li>the lease was granted before 26 June 1986 but the breach was committed on or after that date,</li> <li>then it may be enforced by or against the assignee of the reversion.</li> </ul>	<p>not be registered) under s42.</p> <p><b>Generally</b></p> <p>The burden of the landlord's covenants is annexed to and run with the reversion, although the new landlord is not liable for breaches that occurred prior to the assignment: s118 <i>Conveyancing Act 1919</i> (NSW).</p> <p>Some covenants which are explicitly annexed to the reversion and run with the reversion are the right to be paid rent and the benefit of every condition of re-entry or forfeiture of lease: s117 <i>Conveyancing Act 1919</i> (NSW).</p> <p>There is some overlap between the ambit of the <i>Conveyancing Act</i> and the <i>Real Property Act</i> (the former being the later) but even so, under s51 <i>Real Property Act 1900</i> (NSW), on registration of a transferee is subject to the same liabilities as the original transferee would have been. This includes a transfer of reversion: <i>Measures v McFadyen</i> (1910) 11 CLR 723.</p> <p>Registered leases with an option to purchase run with the land as well: s53(3) <i>Real Property Act 1900</i> (NSW).</p>	<p>annexed and incident to and go with the reversion s131 <i>Law of Property Act 2000</i> (NT). Where:</p> <ul style="list-style-type: none"> <li>the obligations are ones which touch and concern the land; and</li> <li>the landlord had power to bind the reversionary estate expectant under the lease; and</li> <li>the lease was granted on or after 1 December 2000; or</li> <li>the lease was granted before 1 December 2000 but the breach was committed on or after that date,</li> <li>then it may be enforced by or against the assignee of the reversion.</li> </ul>	<p>registered proprietor.</p> <p><b>Generally</b></p> <p>The landlord's obligations run with the reversion s118 <i>Property Law Act 1974</i> (QLD). Where:</p> <ul style="list-style-type: none"> <li>the obligations are ones which touch and concern the land; and</li> <li>the landlord had power to bind the reversionary estate expectant under the lease; and</li> <li>the lease was granted on or after 1 December 1975; or</li> <li>the lease was granted before 1 December 1975 but the breach was committed on or after that date,</li> <li>then it may be enforced by or against the assignee of the reversion.</li> </ul>	<p>tenancies (see <i>Landlord and Tenant Act 1936</i>(SA))?</p> <p>Registered assignee of a reversion, however, may be subject to all covenants and conditions in the lease required to be performed by the landlord. However this section is expressed as being relevant only to the bringing of land under the Act. s46 <i>Real Property Act 1886</i> (SA)</p>	<p>to have the same meaning as 'touching and concerning the land']; and</p> <ul style="list-style-type: none"> <li>the landlord had power to bind the reversionary estate expectant under the lease; and</li> <li>the lease was granted on or after 1 January 1884;</li> <li>then it may be enforced by or against the assignee of the reversion.</li> <li>See also s102 of Land Titles Act 1980 (TAS)</li> </ul>	<p>exception for lessees in possession (the leases of whom need not be registered) under s42.</p> <p><b>Generally</b></p> <p>The landlord's obligations are annexed and incident to and shall go with the reversion. s142 <i>Property Law Act 1958</i> (VIC)</p> <p>Where:</p> <ul style="list-style-type: none"> <li>the obligation relates to the subject matter of the lease [this is believed to have the same meaning as 'touching and concerning the land']; and</li> <li>the landlord had power to bind the reversionary estate expectant under the lease;</li> <li>then it may be enforced by or against the assignee of the reversion.</li> </ul>	<p>subject to all covenants and conditions as though they were the original lessor. s70 <i>Transfer of Land Act 1893</i> (WA)</p> <p>May be subject to the short leases exception, if it can be said to exist.</p> <p><b>Generally</b></p> <p>The landlord's obligations are annexed and incident to and shall go with the reversion. s78 <i>Property Law Act 1969</i> (WA)</p> <p>Where:</p> <ul style="list-style-type: none"> <li>the obligation relates to the subject matter of the lease [this is believed to have the same meaning as 'touching and concerning the land']; and</li> <li>the landlord had power to bind the reversionary estate expectant under the lease; and</li> <li>the lease was granted on or after 1 August 1969;</li> <li>then it may be enforced by or against the assignee of the reversion.</li> </ul>
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<p><b>Can a landlord recover land tax from a tenant?</b></p>	<p>As a matter of principle, a landlord should be able to claim landtax from a tenant</p>	<p>s8 <i>Land Tax Act 2004</i> (ACT) s70 <i>Leases (Commercial and Retail) Act 2001</i> (ACT) Schedule 1 <i>Residential Tenancies Act 1987</i> (ACT) Yes, other than in residential tenancies.</p>	<p>s31, s32, s46(1), s46(2) <i>Land Tax Management Act 1956</i> (NSW) s26 <i>Retail Leases Act 1994</i> (NSW) s19 <i>Residential Tenancies Act 1987</i> (NSW) Yes, in some cases. Further, the Commissioner may claim it from the lessee in the case of default</p>	<p>There is no land tax in the Northern Territory.</p>	<p>s22, s44A <i>Land Tax Act 1915</i> (QLD) s89(1) <i>Residential Tenancies Act 1994</i> (QLD) s24 <i>Retail Shop Leases Act 1994</i> (QLD). No. However, the Commissioner can claim it in the event of default.</p>	<p>s124 <i>Real Property Act 1886</i> (SA) <i>Land Tax Act 1936</i> (SA) s62B(1)-(2) <i>Landlord and Tenant Act 1936</i> (SA) s30 <i>Retail and Commercial Leases Act 1995</i> (SA) s73 <i>Residential Tenancies Act 1995</i> (SA) Not directly. Land tax is the responsibility of the registered proprietor of the property.</p>	<p>s10(1) <i>Land Tax Act 2000</i> s3 <i>Landlord and Tenant Act 1935</i> (TAS) Not directly. Land tax is the responsibility of the registered proprietor of the property.</p>	<p>s10, s45, s99(1), s98(6) <i>Land Tax Act 2005</i> (VIC) s50 <i>Retail Leases Act 2003</i> (VIC) No. However, the Commissioner may claim it from the lessee in the case of default.</p>	<p>s7 <i>Land Tax Assessment Act 2002</i> (WA) s48 <i>Residential Tenancies Act 1987</i> (WA) s12(1g) <i>Commercial Tenancy (Retail Shops) Agreements Act 1985</i> (WA) Yes, for limited amounts under retail leases.</p>
<p><b>Can a landlord recover outgoings from a tenant?</b> Outgoings are taken to include the following: council rates; water rates; management fees; security; strata or other levies; and cleaning.</p>	<p>For commercial/retail properties outgoings should be recoverable</p>	<p>Schedule 1 <i>Residential Tenancies Act 1987</i> (ACT) s70 <i>Leases (Commercial and Retail) Act 2001</i> (ACT). Yes, under a commercial/retail lease, provided certain conditions are met. Yes, under a residential lease, with some exceptions</p>	<p>s22 <i>Retail Leases Act 1994</i> s19 <i>Residential Tenancies Act 1987</i> (NSW) Yes, under a retail lease, if they are specified as being recoverable under the lease. No, under a residential lease, the landlord is responsible for most of the outgoings.</p>	<p>s39 <i>Business Tenancies (Fair Dealings) Act 2003</i> (NT) s117 and s118 <i>Residential Tenancies Act 1999</i> (NT) Yes, under a retail lease, if specified under the lease, and provided the landlord notifies the tenant of an estimate of the outgoings and a written expenditure statement. Yes, under a residential lease, the landlord may recover the outgoings from the tenant, so long as the lease provides, and the landlord is genuinely liable for the outgoings.</p>	<p>ss37-39 <i>Retail Shop Leases Act 1994</i> (QLD) s89 <i>Residential Tenancies Act 1994</i> (QLD) Yes, under a retail lease, if the lease meets certain conditions. Not under a residential lease.</p>	<p>s26 <i>Retail and Commercial Leases Act 1995</i> (SA) s73 <i>Residential Tenancies Act 1995</i> (SA). Yes, under a retail lease, if the lease meets certain conditions. No, under a residential tenancy agreement, other than water rates in some cases.</p>	<p>s3 <i>Landlord and Tenant Act 1935</i> (TAS) s17 <i>Residential Tenancy Act 1997</i> (TAS) Yes, in the case of leases generally, if the parties incorporate the words " That the said [lessee] covenants with the said [lessor] to pay rent and to pay taxes" into the lease. Not under a residential tenancy agreement, other than water consumption tax.</p>	<p>ss39-49 <i>Retail Leases Act 2003</i> (VIC) ss 52-56 <i>Residential Tenancies Act 1997</i> (VIC). Yes, under a retail lease, if the lease meets certain conditions. Yes, some, under a residential tenancy agreement.</p>	<p>s12 <i>Commercial Tenancies (Retail Shops) Agreements Act 1985</i> (WA). s38 <i>Residential Tenancies Act 1987</i> (WA) Yes, under a retail lease, if the lease meets certain conditions. Yes, other than council tax and water tax, under a residential tenancy agreement.</p>
<p><b>Can a landlord recover from a tenant the legal costs that the landlord has incurred?</b></p>	<p>Yes</p>	<p>s102 <i>Leases (Commercial and Retail) Act 2001</i> (ACT) Yes</p>	<p>s40(3) <i>Retail Leases Act 1994</i> (NSW) Yes</p>	<p>s53 <i>Business Tenancies (Fair Dealings) Act 2003</i> (NT) Yes</p>	<p>s40(2) <i>Retail Shop Leases Act 1994</i> (QLD) Yes</p>	<p>s44(3) and s14(1)(b) <i>Retail and Commercial Leases Act 1995</i> (SA) Yes</p>	<p>No legislation on subject</p>	<p>s23(3)(a) and (b) <i>Retail Leases Act 2003</i> (VIC) Yes</p>	<p>s9(2)(b) and (c) <i>Commercial Tenancies (Retail Shops) Agreements Act 1985</i> (WA) Yes</p>

<p><b>In what circumstances will a court grant relief for loss of an option?</b></p>	<p>Where a term of a lease purports to make the grant of an option conditional on the tenant's performance of some obligation, the landlord must give the tenant notice that the tenant is in breach of that obligation. If no notice is given, the option will <i>not</i> be lost</p>	<p>No legislation on subject</p>	<p>s133E, s 133F(2) and (4)(a) <i>Conveyancing Act 1919</i> (NSW)</p> <p>Where a term of a lease purports to make the grant of an option conditional on the tenant's performance of some obligation, the landlord must give the tenant notice that the tenant is in breach of that obligation. If no notice is given, the option will <i>not</i> be lost: s133E.</p>	<p>s143 <i>Law of Property Act 2000</i> (NT)</p> <p>Where a term of a lease purports to make the grant of an option conditional on the tenant's performance of some obligation, the landlord must give the tenant notice that the tenant is in breach of that obligation. If no notice is given, the option will <i>not</i> be lost: s143(1).</p>	<p>s128 <i>Property Law Act 1974</i> (QLD)</p> <p>Where a term of a lease purports to make the grant of an option conditional on the tenant's performance of some obligation, the landlord must give the tenant notice that the tenant is in breach of that obligation. If no notice is given, the option will <i>not</i> be lost: s128(1).</p>	<p>s20M <i>Retail and Commercial Leases Act 1995</i> (SA)</p> <p>Generally, no legislative protection.</p> <p>However, in a retail tenancy situation, if a landlord makes threats to a tenant to prevent the exercise of an option, then the court may impose a maximum penalty of \$10,000.</p>	<p>No legislation on subject</p>	<p>No legislation on subject</p>	<p>No legislation on subject</p>
<p><b>Is it possible to lease to yourself?</b></p>	<p>Yes, A can lease to A</p>	<p>s208 <i>Civil Law (Property) Act</i> (ACT)</p> <p>Yes, A can lease to A</p>	<p>s24, s7 and s44 <i>Conveyancing Act 1919</i> (NSW)</p> <p>Yes, A can lease to A</p>	<p>s13(1) <i>Law of Property Act 2000</i> (NT)</p> <p>Only if A leases to A+B</p>	<p>s14 <i>Property Law Act 1974</i> (QLD)</p> <p>Yes, A can lease to A</p>	<p>s40(3) and s7 <i>Law of Property Act 1936</i> (SA)</p> <p>Yes, A can lease to A</p>	<p>s 62(2) and s2, <i>Conveyancing and Law of Property Act 1884</i> (TAS)</p> <p>Yes, A can lease to A.</p>	<p>s72(3), s18 and s19A <i>Property Law Act 1958</i> (VIC)</p> <p>Yes, A can lease to A.</p>	<p>s39 and s44, <i>Property Law Act 1969</i> (WA)</p> <p>Yes, A can lease to A.</p>
<p><b>Is there a limit on the damages that a landlord can recover for breach of a tenant's covenant to repair?</b></p>	<p>Yes, to the amount by which the breach diminishes the value of the reversion.</p>	<p>No legislation on subject</p>	<p>s133A <i>Conveyancing Act 1919</i> (NSW)</p> <p>Yes, to the amount by which the breach diminishes the value of the reversion.</p>	<p>No legislation on subject</p>	<p>s112(1) <i>Property Law Act 1974</i> (QLD)</p> <p>Yes, to the amount by which the breach diminishes the value of the reversion.</p>	<p>s40 <i>Retail and Commercial Leases Act 1995</i> (SA)</p> <p>No limit permitted in a retail lease.</p>	<p>No legislation on subject</p>	<p>s57(2) <i>Retail Leases Act 2003</i> (VIC)</p> <p>No limit permitted in a retail lease.</p>	<p>No legislation on subject</p>
<p><b>Can a landlord assign his/her right to receive rent separately from the land over which the lease exists?</b></p>	<p>Yes</p> <p>The landlord's rights under the lease attach to the reversion, despite any severance</p>	<p>s400 <i>Civil Law (Property) Act 2006</i> (ACT)</p> <p>Yes</p> <p>The landlord's rights under the lease attach to the reversion, despite any severance: s400</p>	<p>s117 <i>Conveyancing Act 1919</i> (NSW)</p> <p>Yes</p> <p>The landlord's rights under the lease attach to the reversion, despite any severance: s117</p>	<p>s130 <i>Law of Property Act 2000</i> (NT)</p> <p>Yes</p> <p>The landlord's rights under the lease attach to the reversion, despite any severance: s130</p>	<p>s117 <i>Property Law Act 1974</i> (QLD)</p> <p>Yes</p> <p>The landlord's rights under the lease attach to the reversion, despite any severance: s117</p>	<p>s50 <i>Landlord and Tenant Act 1936</i> (SA)</p> <p>Yes</p> <p>The landlord's rights under the lease attach to the reversion, despite any severance: s50</p>	<p>s10 <i>Conveyancing and Law of Property Act 1884</i> (TAS)</p> <p>Yes</p> <p>The landlord's rights under the lease attach to the reversion, despite any severance: s10</p>	<p>s140 <i>Property Law Act 1958</i> (VIC)</p> <p>Yes</p> <p>The landlord's rights under the lease attach to the reversion, despite any severance: s140</p>	<p>s77 <i>Property Law Act 1969</i> (WA)</p> <p>Yes</p> <p>The landlord's rights under the lease attach to the reversion, despite any severance: s77</p>
<p><b>When a registered lease expires by effluxion of time, is there anything required to remove it as an encumbrance on the title?</b></p> <p>At the end of the</p>	<p>The encumbrance either falls from the title the next time there is a dealing or is automatically removed from the title after ninety days has passed, whichever comes first. All documentation</p>	<p>The encumbrance falls from the title the next time there is a dealing.</p>	<p>The encumbrance falls from the title the next time there is a dealing. If you want to remove it as an encumbrance from the title without any other dealing, you can make a request using form 11R, for</p>	<p>The encumbrance falls from the title the next time there is a dealing.</p>	<p>It is possible to lodge a request to remove a lease from an indefeasible title, making a declaration that any option of renewal has not been exercised. There is</p>	<p>Expired leases and underleases which are registered on the Torrens Automated Title System are automatically removed from the title after ninety days has passed. In that ninety days an</p>	<p>The encumbrance falls from the title the next time there is a dealing. Or you can write a letter to the Land Titles Office and they will remove it free of charge.</p>	<p>A s106C form is required to remove a determined or expired encumbrance. The fee payable is \$47.30.</p>	<p>The encumbrance falls from the title the next time there is a dealing. Alternatively both lessor and lessee may sign a surrender form (even though the lease has been determined) and</p>

<p>last day of the term of a fixed term lease, the lease expires without the necessity of any further act. if a lessee remains in possession after the expiration of the term, they are merely a tenant at will or under sufferance. so the expired lease cannot be said to <i>encumber</i> the title, as it does not represent a legal interest. however, it can be <i>removed</i> from the title in the following ways:</p>	<p>relevant to the expired lease (such as transfers or variations) is removed simultaneously.</p>		<p>a fee of \$79.</p>		<p>no charge.</p>	<p>extension for lease can still be issued. All documentation relevant to the expired lease (such as transfers or variations) is removed simultaneously.</p>			<p>pay a fee of \$82.</p>
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