

# **LAWS OF FIJI**

[1978 Edition]

## **CHAPTER 269**

### **FAIR RENTS**

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*Ordinance No. 29 of 1965, Act Nos. 59 of 1971, 14 of 1975.*

**AN ACT TO REPEAL THE FAIR RENTS ORDINANCE, TO MAKE PROVISION FOR THE DETERMINATION OF FAIR RENTS OF DWELLING-HOUSES AND OTHER PREMISES, THE RECOVERY OF POSSESSION THEREOF, AND FOR MATTERS INCIDENTAL THERETO**

[1<sup>st</sup> April, 1966]

**PART I-PRELIMINARY**

*Short title*

1. This Act may be cited as the Fair Rents Act.

*Interpretation*

- 2.-(1) In this Act, unless the context otherwise requires-

"currency" in relation to any determination, means the period during which the determination is in force;

"determination" means a determination of a fair rent in accordance with the provisions of this Act;

"dwelling-house" means any building or part of a building let solely for human habitation as a separate dwelling where such letting does not include any land other than the site of the dwelling-house or the garden or other land within the curtilage of the dwelling-house, and includes any part of a building so let but in respect of which any part of the accommodation is shared by two or more persons;

"Fair Rents Officer" means a Fair Rents Officer appointed under the provisions of this Act for the area in which any dwelling-house is situated;

"lease" means and includes any contract for renting of a dwelling-house, whether made orally or in writing, and the terms "lessor" and "lessee" shall be construed accordingly;

"local authority" means a local authority as defined in section 10 of the Public Health Act;

*(Cap. 111.)*

"rent" includes any valuable consideration in money or money's worth that is part of or in substitution for any rent;

"site" in relation to a dwelling-house means the piece of land upon which the dwelling-house is erected and includes the garden and other land within the curtilage of the dwelling-house;

"statutory value" in relation to a dwelling-house means the value of such dwelling-house in its existing condition at the time of valuation assessed on the basis of its new replacement cost less such amount for depreciation and obsolescence as may be determined by the valuer does not include the value of the site; and for the purposes of this definition a dwelling-house shall be deemed to include out-buildings, paved yards, paved paths and other works and improvements appertaining thereto;

"Tribunal" means a Divisional Fair Rents Tribunal constituted under the provisions of this Act;

"value of the site" means the unimproved value of the land as defined in section 63 of the Local Government Act;

*(Cap. 125.)*

"valuer" means a valuer appointed under the provisions of this Act for the area in which any dwelling-house is situated.

(2) Notwithstanding the other provisions of this Act, where premises are let in one lease both for human habitation and for business, trade or professional purposes such premises shall be deemed to be a dwelling-house where, taking into account the use and situation of the premises, the predominant character of the premises is that of a house for human habitation as a dwelling.

## **PART II-FAIR RENTS**

### *Fair Rents Officers*

3.-(1) This Part shall be administered by Fair Rents Officers, who may from time to time be appointed for any area or areas to which this Act shall apply.

(2) A Fair Rents Officer may be appointed-

(a) in respect of any area situated within the boundaries of a city or town by the city council or town council, as the case may be;

(b) in respect of any area situated outside the boundary of any city or town, by the Commissioner for the Division in which such area is situated.

*(Amended by 14 of 1975, s. 65.)*

### *Valuers*

(3) The Minister may, from time to time, appoint such persons as he thinks fit to be valuers for the purposes of this Act for any area or areas to which this Act shall apply.

### *Applications for determination of a fair rent*

4.-(1) The lessor or lessee of any dwelling-house to which this Act applies may apply to the Fair Rents Officer for the area in which the dwelling-house is situated to have the fair rent of the dwelling-house determined.

(2) Upon receipt of an application for the determination of the fair rent of a dwelling-house the Fair Rents Officer shall request the valuer for the area in which the dwelling-house is situated to make a valuation and determine the fair rent of the dwelling-house.

(3) Upon receipt of any such request, the valuer shall make a valuation and determine the fair rent of the dwelling-house and shall sign and forward to the Fair Rents Officer, in triplicate, the determination together with a report setting out the grounds upon which he has arrived at his conclusions and specifying the date from which the fair rent is to take effect, which date shall be the next rent day upon which rent is payable under the lease after the date of the report.

(4) Upon receipt of the valuer's report the Fair Rents Officer shall forthwith cause a copy of the report to be served on the lessor and lessee of the dwelling-house.

(5) A determination may be made under this section on the application of the prospective lessor of any dwelling-house notwithstanding that the premises are not for the time being let, and in such case the requirement of service on the lessee in subsection (4) shall not apply.

#### *Determination of fair rent*

5.-(1) The valuer shall determine the amount of fair rent of any dwelling-house as an annual fair rent.

(2) The annual fair rent shall be determined as the sum of the following amounts:-

(a) an amount equal to eight per cent of the statutory value of dwelling-house;

(b) an amount equal to five per cent of the value of the site;

(c) an amount equal to the rates paid or to be paid by the lessor during a year in respect of the dwelling-house or site or both;

(d) an amount in respect of fire insurance, whether or not the lessor actually insures, equal to the ordinary premium for fire insurance for the statutory value of the dwelling-house;

(e) an amount for depreciation and repairs as follows:

(i) in the case of a wooden house equal to two percent and one half of the statutory value;

(ii) in the case of a non-wooden house equal to two percent of the statutory value;

(f) where lighting, furniture (not being fixtures) or any additional amenity or service is provided by the lessor such amount as the valuer determines is the reasonable annual value thereof.

(3) Where a dwelling-house in respect of which an application is made forms part of one building unit, the valuer shall for the purpose of the application treat the whole building unit as a dwelling-house and shall determine the proportion to be ascribed to the dwelling-house in order to assess the statutory value thereof.

(4) Where a dwelling-house in respect of which an application is made shares the same site with other premises, the valuer shall assess the proportion of the value of the whole site and the proportion of the rates payable in respect of such which is attributable to the dwelling-house.

(5) For the purposes of this section, repairs means all external repairs, all structural repairs, all repairs to the lessor's fixtures and all painting. Where under the terms of the lease the lessee is required to carry out any of the repairs aforesaid the valuer shall in assessing the amount under paragraph (e) of subsection (1) make such adjustments as to him seems just.

(6) For the purposes of this section, a dwelling-house shall be deemed to be a wooden house if the construction of the main building forming such dwelling is chiefly of wood and shall be deemed to be a non-wooden house if the construction of such main building is chiefly of material other than wood.

(7) For the purposes of this section, an amenity provided by the lessor includes water supplied to the dwelling-house by the Commissioner of Water Supply where the charge therefor is paid by the lessor.

(8) For the purposes of this Act, the fair rent of a dwelling-house shall in respect of any period for which rent is paid be the proportion of the annual fair rent which such period bears to one year.

#### *Effect of determination*

**6.**-(1) Where a determination is made under this Act, the fair rent of the dwelling-house as between the applicant and his lessor or lessee, as the case may be, shall be in accordance with the determination and any lease, written or unwritten, between the persons aforesaid shall, during the currency of the determination, be deemed to be varied by the substitution of the fair rent for the rent payable under such lease.

(2) A determination while in force shall bind the persons aforesaid and any successors in title to such persons.

#### *Duration of determination*

**7.** A termination shall remain in force for one year but may be varied in accordance with this Act.

#### *Variation of determination*

**8.** (1) Any person bound by a determination may, while such determination is in force, apply for a variation of such determination on the ground that there has, since the date of determination, been a material alteration in respect of one or more of the factors which affect the determination of the annual fair rent.

(2) Any application for variation of a determination shall be made in the same manner as an application for a determination.

(3) Where the valuer is satisfied on an application under this section that there has been a material alteration in respect of one or more of the factors which affect the annual fair rent, the valuer shall vary the annual fair rent accordingly and thereafter the determination shall be as so varied but the variation shall not extend the currency of the determination. A variation of a determination shall be appealable in the same manner as a determination.

#### *Divisional Fair Rents Appeal Tribunal*

**9.** There is hereby constituted a Divisional Fair Rents Appeal Tribunal in respect of each Division to which this Act shall apply, which shall consist of the Commissioner of the Division who shall be the Chairman, and two persons appointed by the Minister who are not public officers and who are normally resident in the Division, for the purpose of hearing and determining appeals against any determination of a fair rent made under the provisions of this Part.

#### *Appeals to the Divisional Fair Rents Appeal Tribunals*

**10.**-(1) Any lessor or lessee of a dwelling-house who is dissatisfied with the valuer's determination of the fair rent of such dwelling-house may, within one month after service on him of the valuer's report, pursuant to subsection (4) of section 4, appeal to the Tribunal for the Division in which such dwelling-house is situated by presenting to the Fair Rents Officer, for transmission to the Tribunal, a notice of appeal in writing against the determination, setting forth in full the reasons for his disagreement with the valuer's determination of the fair rent of such dwelling-house. The Tribunal, after due inquiry, shall determine the fair rent of such dwelling-house and shall forthwith communicate their decision to the Fair Rents Officer, who shall forthwith cause a copy of such decision to be served on the lessor and lessee and such decision shall be final and binding on both lessor and the lessee of such dwelling-house.

(2) (a) Subject to the provisions of this Act and any regulations made thereunder, a Tribunal may regulate its own procedure.

(b) A Tribunal shall cause proper records of its proceedings to be kept which shall include a sufficient note of any evidence given or submissions made and its reasons for any decision.

(3) Subject to the provisions of this Act, a Tribunal shall have power-

(a) to exercise all powers of a magistrates' court in its summary jurisdiction under the Criminal Procedure Code of summoning and enforcing the attendance of witnesses, examining witnesses on oath, and enforcing the payment of costs and the production of documents;

(Cap 21.)

(b) to admit evidence whether written or oral, and whether or not such evidence would be admissible in civil or criminal proceedings; and

(c) to award costs.

*Lack of consent to subletting not a bar to determination of fair rent*

**11.** No lack of consent to subletting under section **13** of the Crown Lands Act, section **12** of the Native Land Trust Act, or under a lease, and no provision of any other Act or contract shall be a bar to the determination of the fair rent of a dwelling-house under the provisions of this Part.

(Cap. 132.) (Cap. 134.)

*Threats, etc., to prevent lessee from applying for determination of fair rent prohibited*

**12.** Any person who, directly or indirectly, indicates to a lessee or in a manner intended to be communicated to a lessee, that he will be deprived of possession of a dwelling-house if he makes an application for the determination of the fair rent of such dwelling-house, or by any threat whatsoever, endeavours to persuade or prevent any lessee from making or prosecuting any application or proceeding under this Part shall be guilty of an offence and liable to a fine not exceeding two hundred dollars.

*Powers of valuer*

**13.**-(1) A valuer may, for the purpose of carrying out his duties under this Act, at all reasonable times of the day, enter the dwelling-house in respect of which the application is made and the site thereof, and may do all things for the purposes aforesaid. Where the dwelling-house forms part of a building unit the powers of entry under this section shall apply to the whole of such building unit.

(2) Any person who obstructs a valuer in the exercise of his duties under this Act shall be guilty of an offence and liable to a fine not exceeding two hundred dollars.

*Letting at excessive rent*

**14.**-(1) During the currency of a determination any person who is bound thereby shall not let the dwelling-house which is the subject of the determination at a rent which exceeds the fair rent nor shall he demand, require or receive any rent therefor exceeding the fair rent.

(2) Any person contravening any of the provisions of this section shall be guilty of an offence and liable to a fine not exceeding two hundred dollars.

(3) Any sum received in excess of the fair rent in contravention of the provisions of subsection (1) may be recovered by the person who has paid it from the person who has received it in an action for debt in any competent court.

*Premiums prohibited*

**15.**-(1) Any person who, as a condition of the grant, renewal or continuance of a lease of any dwelling-house to which this Act applies, demands, requires or receives any fine or premium shall be guilty of an offence and liable to a fine not exceeding two hundred dollars.

(2) Any fine or premium received by any person in contravention of the provisions of subsection (1) may be recovered from that person by the person who paid it by an action for debt in any competent court:

Provided that an action under this subsection shall not be commenced after the expiry of twelve months from the date of payment of the fine or premium.

*Lessee's right to execute repairs*

**16.**-(1) Where, during the currency of a determination, the lessee gives to the lessor notice in writing to carry out repairs being repairs which the lessor is required to carry out under the terms of the lease, and the lessor fails within thirty days of the receipt of such notice to carry out such repairs, the lessee may himself carry out the repairs and may deduct the reasonable cost of so doing from any rent payable or to become payable by him to the lessor.

(2) The provisions of this section shall not be deemed to derogate from any other right of the lessee, at common law or otherwise, to carry out repairs at the lessor's expense.

*Lessor to provide lessee with rent book*

**17.**-(1) It shall be the duty of the lessor of any dwelling-house to which this Act applies, to provide the lessee with a rent book in the form prescribed, containing-

(a) the name and address of the lessor;

(b) the name and address of the lessor's agent (if any);

(c) a description of the premises comprising the dwelling-house;

(d) particulars of any accommodation or services which the lessee has to share with any other person or persons;

(e) particulars of the rent payable;

(f) a description of any services for which the lessee has to pay which are not included in the rent;

(g) the fair rent of the premises, if any determination of fair rent has been made in respect of such dwelling-house, together with the date on which such fair rent commences and the date when such fair rent ceases to take effect.

(2) Upon production by the lessee of the rent book, at the time of payment of any rent, the lessor or his agent (if any), shall acknowledge receipt of such rent by endorsing therein the amount of rent received, the period in respect of which such rent is received, the date of payment, the total of any arrears remaining owing by the lessee at that date, and his signature,



in the proper columns of the rent book. For the purposes of this Act the signed receipt in the rent book shall be a sufficient receipt for the rent paid.

(3) All entries in any rent book, including the name and address of the lessor, shall be admissible in evidence and shall be prima facie evidence of the statements of fact therein contained.

(4) If, at any time after the expiration of two months from the date when the provisions of this Act commence to apply to any dwelling-house, the lessor of such dwelling-house fails to supply any lessee of such dwelling-house with a rent book, or fails to make any entry required to be made in such rent book under the provisions of this section, he and any person who on his behalf demands or receives any rent in respect of such dwelling-house shall, in respect of every such failure, be guilty of an offence and liable to a fine not exceeding fifty dollars.

(5) The lessee of any dwelling-house to which this Act applies shall, on being required by any Fair Rents Officer, valuer, or any sanitary inspector or other authorised officer of a local authority, produce his rent book for inspection, and any person who fails, without reasonable excuse, to produce such rent book for inspection by any Fair Rents Officer, valuer, or authorised officer of a local authority shall be guilty of an offence and liable to a fine not exceeding ten dollars.

(6) Notwithstanding any of the foregoing provisions of this section the Minister may by order exempt any person or class of persons from compliance therewith upon being satisfied that such compliance is impractical or causes unnecessary inconvenience and that the interests of all lessees affected are otherwise adequately protected.

#### *Fees and costs*

**18.**-(1) Such fees as are prescribed shall be paid to the Fair Rents Officer by the party at whose instance they are incurred:

Provided that no fee shall be payable in any case in which the Fair Rents Officer thinks fit to remit the fees on account of the poverty of the person who so applies or for any other sufficient reason.

(2) A valuer shall be paid such fees as are prescribed for each valuation and determination of a fair rent made by him pursuant to the provisions of this Act. Such fee shall not be included in the fees or costs of any application but shall be paid from moneys voted by Parliament:

Provided that the Fair Rents Officer may-

(a) in the case of an application by a lessee-

(i) if the application results in a decrease in the rent payable in respect of such dwelling-house, recover the amount of such fees from the lessor;

(ii) if the application does not result in any decrease in rent payable in respect of such dwelling-house and the Fair Rents Officer is satisfied that such

application is vexatious, scandalous or oppressive, recover the amount of such fees from the lessee;

(b) in the case of an application by a lessor not resulting in an increase in the rent payable in respect of such dwelling-house, recover the amount of such fees from the lessor.

### **PART III-RECOVERY OF POSSESSION**

#### *Judgment or order for possession not to be made except in certain cases*

**19.**-(1) No judgment or order for the recovery of possession of any dwelling-house to which this Act applies or for the ejectment of a lessee therefrom shall be made, and no such judgment or order made before the commencement of this Act shall be enforced, unless-

(a) the lessee has failed to pay the rent or to perform the other terms and conditions of the lease;

(b) the lessee has failed to take reasonable care of the premises or has committed waste;

(c) the lessee has been guilty of conduct which is a nuisance or annoyance to adjoining or neighbouring occupiers;

(d) the premises are used for any immoral purpose;

(e) the premises are bona fide required by the lessor for his own occupation as a dwelling-house and the lessor gives at least twenty-eight days' notice in writing to the lessee requiring him to quit and (except as otherwise provided in this section) the court is satisfied that reasonably adequate and suitable alternative accommodation is available at a rent not substantially in excess of the rent of the premises to which the judgment or order relates;

(f) the lessee has given notice in writing to quit, and in consequence of that notice the lessor has contracted to sell or let the dwelling-house or has taken any other steps as a result of which he would, in the opinion of the court, be seriously prejudiced if he could not obtain possession;

(g) the dwelling-house is reasonably required for the purpose of the execution of the statutory duties or powers of a local authority, or statutory undertaking, or for any purpose which, in the opinion of the court, is in the public interest;

(h) the dwelling-house is required for occupation as a residence by a former lessee thereof who gave up occupation in consequence of his service in any of Her Majesty's forces during any war in which Her Majesty is engaged;

(i) dwelling-house is in fact a house let as lodgings and application has been made by the lessor to the local authority for the dwelling-house to be registered as a house let as lodgings and registration has been refused; or

(j) premises are bona fide required by the lessor for occupation as a residence for some person engaged in his whole time employment or with whom, conditional on housing accommodation being provided, a contract for such employment has been entered into and the lessor has given at least twenty-eight days' notice to the lessee to quit and the lessee was in the employment of the lessor or a former lessor and the premises were let to him in consequence of that employment and he has ceased to be in that employment,

and in any such case as aforesaid, the court considers it reasonable to make such an order:

Provided that the existence of alternative accommodation shall not be a condition of an order on the grounds specified in paragraph (e) -

(i) where the lessee was in the employment of the lessor or a former lessor, and the dwelling-house was let to him in consequence of that employment and he has ceased to be in that employment; or

(ii) where the lessor gave up the occupation of the dwelling-house in consequence of his service in any of Her Majesty's forces during any war in which Her Majesty is engaged; or

(iii) where the lessor gave up the occupation of the dwelling-house for the purpose of taking leave outside Fiji and specifically entered into a contract with the lessee to lease such dwelling-house to him for a fixed period not exceeding one year and the lessor wishes himself to re-occupy such dwelling-house immediately upon the termination of the contract; or

(iv) where the lessor previously occupied the dwelling-house as a residence for himself; or

(v) where the period of notice given is at least six months.

(2) At the time of the application for, or the making of any order for the recovery of possession of any such dwelling-house or for the ejectment of a lessee therefrom or in the case of such order which has been made whether before or after the commencement of this Act and not executed at any subsequent time, the court may adjourn the application or stay or suspend execution on any such order, or postpone the date of possession for such period or periods as it thinks fit, and subject to such conditions, if any, in regard to payment by the lessee or arrears of rent or mesne profits and otherwise as the court thinks fit, and if such conditions are complied with the court may, if it thinks fit, discharge or rescind any such order.

(3) An order against a lessee for the recovery of possession of any dwelling-house or for ejectment therefrom under the provisions of this Act, shall not affect the right of any lessee to whom the premises or any part thereof have been lawfully sublet before proceedings for recovery of possession or ejectment were commenced, to retain possession under the provisions of this Act, or be in any way operative against any such sub-lessee.

(4) Where a lessor has obtained an order for possession or ejectment under this Act on the ground that he requires a dwelling-house for his own occupation or for the occupation by a

person engaged in the whole time employment of the lessor or a person with whom a contract for such employment has been entered into and it is subsequently made to appear to the court that the order was obtained by misrepresentation or the concealment of material facts the court may order the lessor to pay to the former lessee such sum as appears sufficient as compensation for damage or loss sustained by such lessee as the result of the order.

(5) The court shall take cognisance of the protection afforded to a lessee by the operation of this section whether such protection is pleaded or not.

*Restriction on lease and sale of dwelling-house re-possessed for the purpose of residence by the lessor*

**20.**-(1) Where a lessor has recovered possession of a dwelling-house under the provisions of paragraph (e) of subsection (1) of section **19** in circumstances which do not require the condition of availability of alternative accommodation and, within six months of the date of such recovery, he wishes again to let the dwelling-house, he shall give to the lessee who was required to give up possession the first option to lease and take possession of the dwelling-house

(2) Where a lessor has recovered possession of a dwelling-house under the provisions of paragraph (e) of subsection (1) of section **19** in circumstances which do not require the condition of availability of alternative accommodation, the dwelling-house shall not be sold or transferred for two years after the date of such recovery:

Provided that-

(a) this subsection shall not apply-

(i) where the lessor dies within the two years aforesaid; or

(ii) where an order has been made by a court under subsection (3);

(b) a lessor may apply to a resident magistrate for an order permitting the sale or transfer of the dwelling-house upon the ground that since the recovery of possession the circumstances of the lessor have changed so that it would be hardship if he were not permitted to sell or transfer and the magistrate, upon being satisfied of the circumstances aforesaid, may make such order.

(3) Any person-

(a) who fails to give an option which he is required to give under subsection (1) or who fails to give up possession to the former lessee accepting such option; or

(b) who sells or transfers a dwelling-house in contravention of the provisions of subsection (2),

shall be guilty of an offence and liable to a fine not exceeding two hundred dollars.

**PART IV-MISCELLANEOUS**

*Receipt for rent to be given*

**21.**-(1) Any person receiving any payment of rent of any dwelling-house to which this Act applies shall give a receipt for such payment to the person making the payment.

(2) Any person who fails to give a receipt which he is required to give under subsection (1) shall be guilty of an offence and liable to a fine not exceeding two hundred dollars.

*Areas of application of Act*

**22.** This Act shall apply to the cities of Suva and Lautoka and such other areas as the Minister may, from time to time, define by notice in the Gazette.

*Crown land and Crown rights*

**23.** This Act shall apply in respect of Crown land and dwelling-houses on Crown land but shall not bind the Crown as a lessor or lessee.

*Exemptions*

**24.** This Act shall not apply-

(a) to any dwelling-house of which the statutory value is twelve thousand dollars or more: (*Amended by 59 of 1971, s. 2.*)

Provided that this Act shall apply to any part of such dwelling-house which is let as a separate dwelling-house and of which part the statutory value is less than six thousand dollars;

(b) to any dwelling-house while it is the subject of a lease for a period of four years or more and the lease contains no clause by which the lessor can terminate the lease other than on account of a breach by the lessee of a covenant of the lease:

Provided that this Act shall apply in relation to any sub-lease of such premises or any part thereof where the period of the sub-lease is less than four years.

*Lease of site alone*

**25.** Where any piece of land is separately leased as a site for a dwelling-house thereon or to be erected thereon, this Act shall apply in respect of such lease as if site were a dwelling-house:

Provided that:

(1) the annual fair rent shall be five per cent of the value of the site together with rates paid or to be paid by the lessor during a year in respect of the site alone;

(2) section **19** shall not apply to any such piece of land where:

(a) it is not an area or does not form part of an area subdivided, whether before or after the commencement of this Act, with the approval, under the provisions of any legislation relating to the subdivision of land, by the authority competent to give such approval; and

(b) the lessor bona fide requires possession for the purpose of a subdivision of the land or an area including the land.

*Contracting out of benefits provided by Act*

**26.** No covenant or agreement entered into before or after the commencement of this Act shall have any force or effect to deprive any lessee of any right, power, privilege or other benefit provided for by this Act.

*Limitation of time*

**27.** No offence under this Act shall be triable by any Court unless the charge or complaint relating thereto is laid within six months from the time when the matter of such charge or complaint arose.

*Service*

**28.** Service of any document required by any of the provisions of this Act to be served on any person may be effected by serving the same by post.

*Regulations*

**29.**-(1) The Minister may make regulations for the further carrying out of the provisions of this Act, and prescribing procedure for applications for the determination of fair rents and of Tribunals.

(2) In particular, and without prejudice to the generality of subsection (1), the Minister may make regulations-

(a) prescribing fees payable under the provisions of this Act; and

(b) prescribing forms to be used under the provisions of this Act

*Controlled by Ministry of Urban Development and Housing.*

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**CHAPTER 269**

**FAIR RENTS**

**SECTION 17.-RENT BOOKS (EXEMPTION) ORDER**

*Order 11th July, 1966 [in force 5th Aug., 1966], 3rd Nov., 1966*

*Made by the Governor in Council*

1. Order may be cited as the Rent Books (Exemption) Order.
2. The following persons and classes of persons are hereby exempted from compliance with the provisions of section 17 of the Act:-

(a) the Housing Authority;

(b) the lessors of all dwelling-houses of which the Crown is lessee, in respect of all such dwelling-houses so let;

(c) lessees of all dwelling-houses leased by Morris Hedstrom Limited to employees of the said company. (*Inserted by Order 3rd November, 1966.*)

### **SECTION 22.-APPLICATION OF ACT**

*Order 4th Jan., 1967, Notices, 9th Nov., 1977.*

*Declarations by Governor or Minister*

This Act shall apply to-

1. The town of Labasa.
2. The town of Nadi;
3. (a) All that area of land in the tikina of Ban and Nakelo in the Province of Tailevu, bounded generally in the north by Lakena settlement; in the south by the right bank of Qaraniki River; and in the south-west by the left bank of Rewa River and extending inland in varying widths from approximately a quarter of a mile to about a mile;  
  
(b) All that area of land in the tikina of Naitasiri in the Province of Naitasiri, and in the tikina of Suva and Rewa in the Province of Rewa bounded generally in the south by the High Water Mark of the sea coast from opposite the Cement Factory at Lami to the mouth of Nasinu River; in the north by the right banks of Rewa and Toga Rivers; in the east by Nasinu River and Naulu Transmitting Station; in the north by an irregular line from the north of the Cement Factory at Lami to the mouth of the Waimanu River; save and except the City of Suva.

Both these areas are shown verged red on plan P.P. 102 deposited at the office of the Permanent Secretary for Lands in Suva, and copies available for inspection in the offices of the Ministry of Urban Development and Housing, the Commissioner Central Division, the District Officer, Suva, and the District Officer, Nausori.

### **SECTION 29.-FAIR RENTS REGULATIOS**

*Regulations 27th Sept., 1965 [in force 1<sup>st</sup> April, 1966]*

*Made by the Governor in Council*

*Short title*

1. These Regulations may be cited as the Fair Rents Regulations

*Interpretation*

2. In these Regulations, unless the context otherwise requires-

"appeal" means an appeal made to a Divisional Fair Rents Tribunal under the provisions of the Act;

"application" means an application for the determination of a fair rent or for any variation thereof made under the provisions of the Act.

**APPLICATIONS**

*Forms*

3. The forms prescribed in the First Schedule or forms to like effect shall be used in all applications, with such variations as the circumstances may require.

*Application*

4. Every application shall be made by delivering such application to the office of the Fair Rents Officer.

*Valuation and determination of fair rent*

5. The Fair Rents Officer shall forthwith after the receipt of an application, send a copy thereof to the valuer together with a request that the valuer make a valuation and determine the fair rent of the dwelling-house in respect of which such application is made.

*Determination of fair rent to be served*

6. Upon receipt of the valuer's report and determination of fair rent the Fair Rents Officer shall forthwith cause copies of such report and determination to be served either personally or by registered post on the lessor and the lessee of the dwelling-house in respect of which such application is made.

**APPEALS**

*Procedure on appeal*

7. Every appeal shall be by notice of appeal in the form prescribed in the Second Schedule and such notice shall state clearly and concisely the grounds of appeal. No other formal proceedings shall be necessary.

*Presentation of notice of appeal*



8. Every notice of appeal shall be presented to the Fair Rents Officer by delivering the same to his office.

*Service of notice of appeal*

9. The Fair Rents Officer shall, forthwith after receipt of a notice of appeal, cause a copy thereof to be served on the respondent and the original to be sent to the Chairman of the Tribunal who shall appoint a date and place for the hearing of the appeal and shall notify the Fair Rents Officer of the date and place so appointed:

Provided that the date so appointed shall be not later than thirty days after the date of receipt by the Fair Rents Officer of such notice of appeal.

*Notice of date of hearing*

10. Upon being notified by the Chairman of the Tribunal of the date and place appointed for the hearing of an appeal, the Fair Rents Officer shall forthwith cause a notice in the form prescribed in the Second Schedule of the date and place appointed to be sent to the lessor and the lessee of the dwelling-house in respect of which the determination appealed against was made.

*Amendment of notice of appeal*

11. A notice of appeal may be amended at any time by the Tribunal on such terms and conditions as to the Tribunal seems just.

*Service of decision of Tribunal*

12. The Chairman of the Tribunal shall communicate the decision of the Tribunal to the Fair Rents Officer by sending a copy thereof to the Fair Rents Officer by registered post, and upon receipt of such decision the Fair Rents Officer shall forthwith cause copies thereof to be served either personally or by registered post on the lessor and lessee of the dwelling-house in respect of which the determination appealed against was made.

**FEES AND COSTS**

*Fees and costs*

13.-(1) The fees prescribed in the Third Schedule shall, unless remitted by the Fair Rents Officer pursuant to the powers conferred by subsection (1) of section 18 of the Act, be paid to him by the person at whose instance they are incurred.

(2) A Tribunal may allow witnesses the same amounts as are allowable under the Magistrates' Courts Rules for the time being in force to witnesses attending at trials before any magistrates' courts and any reference in such Rules to a magistrate shall be deemed to be a reference to a Tribunal.

(3). A Tribunal may allow any other necessary costs or allowances as may seem to such Tribunal to be fair and reasonable.

*Valuation fees*

**14.** A valuer shall be entitled to charge the fees prescribed in the Fourth Schedule for all valuations and determinations of fair rent made by him under the provisions of the Act.

**RENT BOOKS**

*Form of rent book*

**15.** Every rent book required by the provisions of section 17 of the Act to be provided to the lessee of any dwelling-house, shall be in the form and shall contain the information prescribed in the Fifth Schedule.

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**FIRST SCHEDULE**

FORM 1

**FAIR RENTS ACT**

*(Section 4 and Regulation 3)*

**APPLICATION FOR DETERMINATION OF FAIR RENT**

To: The Fair Rents Officer,.....

I, ..... of .....  
(full name of applicant) (address of applicant)

being the ..... of a dwelling-house  
(state whether lessor or lessee)  
situated at..... hereby apply for a  
(address of dwelling-house)  
determination for the fair rent of such dwelling-house.

*Particulars to be supplied:*

1. Name and address of lessor or his agent (if any):  
.....  
.....  
.....  
.....
2. Name and address of lessee:  
.....
3. Description of premises comprising dwelling-house:  
.....  
.....
4. Particulars of any accommodation or services which the Lessee has to share with any other person or persons:

.....  
.....  
5. Ground plan showing size of room or rooms:

6. What amenities are provided, e.g. kitchen, bathroom, etc.  
.....  
.....

7. Rent now paid:  
since when .....

8. Particulars of any services for which the lessee has to pay which are included in the rent:  
.....  
.....

Dated at ..... this ..... day of ....., 19...

.....  
(Signature of Applicant)

—  
**FORM 2**

**FAIR RENTS ACT**  
(Section 8 and Regulation 3)

**APPLICATION FOR VARIATION OF A DETERMINATION OF A FAIR RENT**

To: The Fair Rents Officer, .....

I, ..... of.....  
(full name of applicant) (address of applicant)

being the.....of the dwelling-house  
(state whether lessor or lessee)

situated at.....in respect of which  
(address of dwelling-house)

determination of fair rent was made on the ..... day of  
....., 19..., at.....

(state amount of fair rent  
determined per week,  
month, year)

hereby apply for variation of such determination on the following grounds (here state clearly  
and concisely the grounds relied upon):-

.....  
.....  
.....  
.....

Dated at ..... this ..... day of ....., 19.....

.....  
(Signature of Applicant)

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**SECOND SCHEDULE**

**FORM 1**

**FAIR RENTS ACT**  
*(Section 10 (1) and Regulation 7)*

**NOTICE OF APPEAL**

To: The Fair Rents Officer.....  
I, ..... of .....  
(full name of appellant) (address of appellant)  
being the..... being dissatisfied with  
(state whether lessor or lessee)  
the determination of fair rent made in respect of that dwelling-house by.....  
.....on .....  
(name of valuer) (date of determination)  
hereby give notice of appeal against such determination on the following grounds:-

(Here state clearly and concisely the grounds of appeal)

.....  
.....  
.....

Dated at ..... this ..... day of ....., 19...

.....  
*(Signature of Appellant)*

---

**FORM 2**

**FAIR RENTS ACT**  
*(Section 10 (1) and Regulation 10)*

**NOTICE OF DATE AND PLACE OF HEARING OF APPEAL**

To: .....

Take Notice that .....being the  
(name of appellant)

.....of the dwelling-house  
(state whether lessor or lessee)

situated at..... in respect of  
(address of dwelling-house)

which a determination of fair rent was made on the.....  
day of ....., 19..., has given notice

(date of determination)  
of appeal against such determination.

And further take notice that the appeal will be heard on the .....  
day of ....., 19..., at.....o'clock.  
(date and time of hearing)  
in the..... noon at.....at which  
(place of hearing)

you may appear and be heard.  
And further take notice that if you fail to appear at the place and time stated the appeal may  
be determined in your absence.

Dated at ..... this ..... day of ....., 19....

.....  
(Fair Rents Officer)

**FORM 3**

**FAIR RENTS ACT**  
(Section 8 and Regulation 3)

**VALUER'S REPORT AND DETERMINATION OF FAIR RENT**

To: The Fair Rents Officer,.....  
Pursuant to your request dated the.....  
day of ....., 19.., I have to report  
that

(insert date of valuation)

on the .....day of.....19.....  
I made the following valuation and determination of fair rent of the dwelling-house situated  
at.....  
(address of dwelling-house)

**1. VALUATION OF SITE**

- (a) Description .....
- .....
- (b) Area .....
- (c) Frontage .....
- (d) Local Authority rating valuation .....
- (e) Rates payable .....
- (f) Factors taken into account in arriving at unimproved value.....

.....  
**UNIMPROVED VALUE OF SITE \$**  
.....

**VALUATION OF DWELLING-HOUSE**

**(a) Building-**

- (i) Type of structure .....
- .....
- .....
- (ii) Purpose of structure .....
- .....
- (iii) No. of rooms.....
- .....
- (iv) Amenities, i.e., Elec., Water, etc.....
- .....
- (v) Date of erection .....
- (vi) Other features that affect valuation.....
- .....
- .....
- (vii) Brief description of method of valuation.....
- .....
- (viii) New replacement cost.....\$
- \_\_\_\_\_
- (ix) Amount allowed for depreciation and obsolescence....\$
- \_\_\_\_\_
- (x) Value of building.....\$                      \$
- \_\_\_\_\_                      \_\_\_\_\_

**(b) Other improvements**

- (i) Brief description.....
- .....
- .....
- .....
- .....
- (ii) New replacement cost.....\$
- \_\_\_\_\_
- (iii) Amount allowed for depreciation and obsolescence....\$
- \_\_\_\_\_
- (iv) Value of other improvements.....\$                      \$
- \_\_\_\_\_                      \_\_\_\_\_

**STATUTORY VALUE OF DWELLING-HOUSE \$**

\_\_\_\_\_

**3. DETERMINATION OF FAIR RENT-**

- 8% of statutory value of improvements.....\$
- 5% of the value of the site.....\$
- Rates.....\$
- Fire insurance on statutory value of dwelling-house.....\$

2½ % (or 2%) for depreciation and repairs on statutory value of dwelling-house.....\$  
Additional amenities.....\$

Annual Rent \$

Monthly Rent \$

Proportion payable by tenant if dwelling-house forms part of one, building unit  
.....\$

Dated at.....this.....day of....., 19...

.....  
(Signature of Valuer)

**THIRD SCHEDULE**

*(Section 18(1) and Regulation 13(1))*

**SCALE OF FEES PAYABLE ON APPLICATIONS AND APPEALS**

- 1. Every application ..... 50
- 2. Every copy of valuer's report and determination of fair rent ..... 25
- 3. Every notice of appeal ..... 50

**FOURTH SCHEDULE**

*(Section 18 (2) and Regulation 14)*

**SCALE OF VALUERS' FEES**

	\$ c
Where the value does not exceed \$1,000 .....	6.30
Where the value exceeds \$1,100 but does not exceed \$1,500 .....	7.35
Where the value exceeds \$1,500 but does not exceed \$2,000 .....	8.40
Where the value exceeds \$2,000 but does not exceed \$3,000 .....	9.45
Where the value exceeds \$3,000 but does not exceed \$4,000 .....	10.50
Where the value exceeds \$4,000 but does not exceed \$5,000.....	11.55
Where the value exceeds \$5,000.....	12.60

**FIFTH SCHEDULE**

**FAIR RENTS ACT**  
(Section 17 and Regulation 15)

**RENT BOOK**

1. Name of lessee .....
2. Address of premises .....
3. Name and address of lessor .....
4. Name and address of lessor's agent .....
5. Description of the premises comprising the dwelling-house. ....
6. Particulars of any accommodation or services which the lessee has to share with any other person or persons.....
7. Total rent payable .....

(insert amount of rent)

per.....

(state whether weekly, monthly or yearly)

8. Description of any services for which the lessee has to pay which are not included in the rent, and the amount payable in respect of each such service:

.....\$..... per.....  
 .....\$..... per.....  
 .....\$..... per.....  
 .....\$..... per.....

9. The following particulars are to be inserted if any determination of fair rent has been made:-

- (a) Fair rent payable ..... \$..... per .....
- (b) Date when such fair rent commenced .....
- (c) Date when such fair rent ceases to take effect .....

10. Particulars of rent payments made-

Due date	Rent payable	Total arrears to date	Amount paid	Date paid	By whom received

**NOTICE TO LESSEES**

**SUMMARY OF RELEVANT PROVISIONS OF THE FAIR RENTS ORDINANCE  
TO BE BROUGHT TO THE NOTICE OF LESSEES**

1. If you think that the rent being charged is excessive, you are entitled to apply to the Fair Rents Officer for the area in which the premises are situated, for determination of the fair rent.
2. If you are dissatisfied with the determination of the fair rent, you are entitled to appeal to the Divisional Fair Rents Appeals' Tribunal within one month after service on you of the



valuer's report and determination of the fair rent, by lodging Notice of Appeal with the Fair Rents Officer for the area in which the premises are situated.

3. It is an offence punishable by a fine not exceeding \$200 for any person to threaten you that you will be deprived of possession of the premises if you make application for determination of the fair rent thereof.

4. A determination of fair rent remains in force for one year only, but at the expiration of that period you are entitled to apply for a further determination of the fair rent. Whilst any determination of a fair rent is in force it is an offence punishable by a fine not exceeding \$200 for any person to let the premises at a rent in excess of the fair rent, and any rent paid in excess of the fair rent may be recovered from the lessor.

5. It is an offence punishable by a fine not exceeding \$200 for any person to demand, require or to receive any premium as a condition of the grant, renewal or continuance of the letting of any dwelling-house and any such premium may be recovered from the person to whom it was paid provided action is taken within 12 months from the date of payment.

6. No covenant or agreement entered into by you with your lessor shall have any force or effect to deprive you of any of the rights, powers or privileges or other benefits provided by the Fair Rents Act.

7. You are required to produce this rent book to your lessor or his agent at the time of making any payment of rent, and it is an offence for your lessor not to complete all the particulars required to be included in this rent book.

8. You are required to produce this rent book for inspection by any Fair Rents Officer, valuer or any sanitary inspector or other authorised officer of the local authority, and if you fail without reasonable excuse to produce this rent book for inspection by any such person you are liable to a fine not exceeding \$10.

*Controlled by Ministry of Urban Development and Housing*

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