



## ACT Revenue Office Department of Treasury

### Application for Discount based on Financial Hardship — Land Rent

#### NOTE

- **Lessees** must read the 'Terms and Conditions' at the end of this form. The meaning of words in **bold** is provided in the 'Terms and Conditions'.
- **Lessee** includes all lessees and proposed lessees, and all lessees must complete and sign the form. If there are more than two lessees, an additional form must be completed and attached to the original form.
- **Lessees** must provide the required details and must complete all sections of the form. Incomplete declarations or declarations without the required supporting information may result in the application being rejected.

#### Details for lessee 1 (primary contact)

Personal details		
Title	Given name(s)	Family name

Current residential address			
Street Address	Suburb	State	Postcode

Contact details	
Telephone	Email

#### Details for lessee 2

Personal details		
Title	Given name(s)	Family name

Current residential address			
Street Address	Suburb	State	Postcode

#### Details of property subject to Land Rent

Suburb	Section	Block	Street address	Postcode

#### PRIVACY STATEMENT

All information collected by the ACT Revenue Office is protected by secrecy provisions in Acts administered by the Office and only used for the purposes of those Acts. In addition, personal information provided to the ACT Revenue Office is protected by the *Privacy Act 1988* (Commonwealth). Information (including personal information) is not disclosed to any third party unless authorised by law or with the consent of the person involved.

**GIVING FALSE OR MISLEADING INFORMATION IS A SERIOUS OFFENCE** (section 338 *Criminal Code 2002*)

## Section 1 Property Liabilities

1. Is the property your principal place of residence?			Yes <input type="checkbox"/> No <input type="checkbox"/>
2. What is the estimated current market value of the property?			\$
3. Are there any mortgages over the property? If the answer is yes, provide details.			Yes <input type="checkbox"/> No <input type="checkbox"/>
Lending institution	Amount outstanding	Monthly payment	Arrears

## Section 2 Income and Employment Income details for lessee 1

Total income as shown on	Name of employer	Current Monthly income
Pay advices		
Centrelink statements		
Other income statements		
Other		
<b>Total</b>		

## Income details for lessee 2

**NOTE** Use an additional form if there is income from any other person

Total income as shown on	Name of employer	Current Monthly income
Pay advices		
Centrelink statements		
Other income statements		
Other		
<b>Total</b>		

## Section 3 Expenditure

**NOTE** Provide details of **lessees'** combined monthly expenditure

Food	Clothing	Electricity/Oil/Gas	Internet	Insurance	Car/ Transport Costs
Water/Sewerage	Telephone/Mobile	Medical	School Fees/ Expenses	Repairs/Maintenance	Other

**Section 4      Assets**

<b>Motor Vehicles — including boats, caravans, trailers and motor bikes</b>				
<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>Registration</b>	<b>Value</b>

**NOTE**      Provide details for all **lessees** of the current market value of any other assets e.g. home contents, superannuation, shares/bonds etc

<b>Other Assets</b>	
<b>Asset</b>	<b>Value</b>

**NOTE**      Provide bank account details for all **lessees** including term deposit and investment accounts

<b>Financial Institution</b>	<b>Branch</b>	<b>Account No</b>	<b>Balance</b>

**Section 5      Liabilities**

**NOTE**      Provide details of **lessees'** personal loans, credit card liabilities etc

<b>Financial Institution</b>	<b>Loan Amount/ Credit Limit</b>	<b>Balance Owing</b>	<b>Fortnightly Repayments</b>	<b>Arrears</b>

**Section 6 Dependent children**

How many <b>dependent children</b> do the <b>lessees</b> have? (circle one)	0 1 2 3 4 5 or more
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First Name and Surname	Date of birth (dd/mm/yy)	First Name and Surname	Date of birth (dd/mm/yy)
1.		4.	
2.		5.	
3.		6.	

**Section 7 Supporting Statement**

**NOTE** Provide details of any extenuating circumstances which you feel should be taken into consideration in assessing your application for an immediate discount on your land rent based on financial hardship. If insufficient space, attach additional statement

**Section 8 Declaration and Undertaking**

**NOTE** All **lessees** must sign

I/we .....

of ..... being the lessee/s, declare that:

- by signing this form I am making an application for an immediate discount on my land rent;
- all of the information in this application including any attachments is true and correct, and to the best of my knowledge, no information relevant to the consideration of my application has been omitted;
- the income details I have provided are an indication of my usual income (attach copies); and
- I have read and understood the 'Terms and Conditions' at the end of this form and I understand that, depending on the circumstances, interest may apply to any underpayment of Land Rent.

I understand that giving false or misleading information is a serious offence under the *Criminal Code 2002*.

I also acknowledge that I have read and understood the Privacy Statement.

Lessee 1	
Signature:	Date:
Lessee 2	
Signature:	Date:

Office use only	Delegate name	Signature	Date
	Unimproved value	Land rent account number	Approved
	\$		Rejected

## Terms and Conditions

### Application for Discount Based on Financial Hardship — Land Rent

**NOTE** Each **lessee** MUST read and understand this information before completing and submitting the application.

#### Conditions

- Applications to be granted **discounted land rent** may only be made on a single dwelling house land rent lease granted under the *Planning and Development Act 2007*.
- Applications to be granted **discounted land rent** based on hardship may be made at any time during the term of the lease.
- Applications to be granted **discounted land rent** based on hardship, if approved, will take effect from the date of the application.
- To be eligible for the discount, all applicants must be **lessees** who meet the following criteria:
  - the lessee, or any of the lessees, must not own other real property; and
  - the total income of the lessee, or all of the lessees, must not exceed the **income threshold amount**; and
  - if a certificate of occupancy is issued for the land rent lease – the lessee, or at least 1 of the lessees, must live on the property under the lease.
- All **lessees** paying discounted land rent must lodge an Annual Review of Eligibility for Discounted Land Rent Form between 1 July and 30 September each year to demonstrate their continuing eligibility for **discounted land rent**.  
 A **lessee** who is determined to be ineligible to continue to receive **discounted land rent** because the total income of the **lessee**, or all of the **lessees**, exceeds the income threshold amount, will commence paying land rent at the standard (non-discounted) rate following the next annual review of eligibility.  
 Loss of eligibility for discounted land rent because one of the **lessees** becomes the owner of other real property or all of the **lessees** stop living on the subject property will result in land rent being payable at the standard rate, effective from the 1st quarter after the circumstance has occurred. Discounted land rent based on financial hardship will not be granted in these circumstances.
- **Lessees** acknowledge that if a land rent lease is transferred, land rent will be payable at the standard percentage of the unimproved value of the property under the land rent lease.
- **Lessees** acknowledge that interest will accrue on the amount of unpaid Land Rent at the **determined rate** from the day the amount becomes payable until the day the amount is paid. If an amount remains unpaid for part of a month, then interest is payable for the whole of the month. For example:  
 Andrew's land rent is due on 1 April. He doesn't pay it until 15 May. Andrew has to pay interest worked out for the overdue period from 2 April to 15 May. Because of the operation of section 22 (2) of the *Land Rent Act 2008*, Andrew has to pay interest for the period 2 April to 1 June.
- **Lessees** acknowledge that any outstanding land rent or interest will be held as a charge against the property under the land rent lease.
- **Lessees** acknowledge that all outstanding land rent and interest must be paid in full prior to the property being sold.
- **Lessees** will be notified in writing whether or not they have been successful in their application.
- **Lessees** are required to notify the ACT Revenue Office if they no longer reside in the property, or become the owner of other real property, within 30 days of the change in circumstance.
- **Lessees** acknowledge that **giving false or misleading information is a serious offence** under the *Criminal Code 2002* and the ACT Revenue Office may prosecute any **lessee** found to have provided false or misleading information in an application.

#### Terms

<b>Dependent Child</b>	has the same meaning as in the <i>Social Security Act 1991</i> (Cth)
<b>Determined Rate</b>	in relation to interest, means the rate determined under s 139 of the <i>Taxation Administration Act 1999</i>
<b>Discounted Land Rent</b>	refers to the discount granted under part 3 of the <i>Land Rent Act 2008</i> .
<b>Income Threshold Amount</b>	means the income threshold amount with reference to the number of dependent children the <b>lessees</b> have as specified in the instrument applicable at the time of declaration: see the instrument at <a href="http://www.revenue.act.gov.au">www.revenue.act.gov.au</a>
<b>Lessee</b>	<b>Lessee</b> refers to all individuals who appear on the land rent lease. <b>Lessee</b> includes all lessees.
<b>Total Income</b>	means the total income of all persons named on the land rent lease, transfer or agreement for transfer of the subject property
<b>Year</b>	means a financial year