Form 39

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | | | TENANCY ORDER  **Magistrates Court of South Australia**  [www.courts.sa.gov.au](http://www.courts.sa.gov.au)  *Intervention Orders (Prevention of Abuse)Act 2009*  Section 25 | | | | | | | | | | |
|  | | | | | | | | | | | | | |
| Registry |  | | | | | | | | File No | |  | | |
| Address |  | | | | | | |  | | | | |  |
|  | *Street* | | | | | | | *Telephone* | | | | | *Facsimile* |
|  |  | | | |  | |  | |  | | | | |
|  | *City/Town/Suburb* | | | | *State* | | *Postcode* | | *Email Address* | | | | |
| **Landlord** |  | | | | |  | | | | | | | DOB |
|  | *Surname/Company Name* | | | | | *Given name/s/ACN Number* | | | | | | | *dd/mm/yyyy* |
| Address |  | | | | | | | | | | | | |
|  | *Street* | | | | | | | | | | | | |
|  |  | | | | | | | |  | | | |  |
|  | *City/Town/Suburb* | | | | | | | | *State* | | | | *Postcode* |
| **Premises** |  | | | | | | | | | | | | |
|  | *Street* | | | | | | | | | | | | |
|  |  | | | | | | | |  | | | |  |
|  | *City/Town/Suburb* | | | | | | | | *State* | | | | *Postcode* |
| **Tenant/ Assignor** |  | | | | | |  | | | | | | |
|  | *Surname* | | | | | | *Given name/s* | | | | | | |
| **Assignee** |  | | | | | |  | | | | | | |
|  | *Surname* | | | | | | *Given name/s* | | | | | | |
| Rent |  | | | | | | Bond | |  | | | | |
| **An intervention order has been made against the tenants/assignor and the requirements of s 25 have been satisfied so that the court now orders that the interest of the tenants/assignor in the tenancy at the above premises is assigned to the assignee on the date specified and from that date the assignee is substituted for the assignor as tenant under the tenancy agreement (but the assignor remains responsible for liabilities that accrued before the date of the assignment) and the assignee is liable to indemnify the assignor for liabilities incurred by the assignor to the landlord because of a breach of the tenancy agreement by the assignee. The security bond will (unless the parties agree to the contrary) continue to be held as security for the proper performance by the assignee of obligations under the tenancy agreement.**  **Where it is required the assignee will accept the responsibilities of membership of a registered housing cooperative.**  **The assignee agrees to be bound by and comply with the obligations under the tenancy agreement.** | | | | | | | | | | | | | |
| Specified Date | |  | | Rent |  | | | | | Bond | |  | |
| Date MAGISTRATES COURT | | | | | | | | | | | | | |
| Where this order is made in the absence of the landlord it must be served on the landlord. | | | | | | | | | | | | | |