

**From:** [Louise Elliot](#)  
**To:** [Tilley, David](#)  
**Subject:** Re: Responses to Questions  
**Date:** Thursday, 13 January 2022 4:46:52 PM  
**Attachments:** [image001.jpg](#)

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Thanks.

When are these new rules looking to be made public?

On Thu, 13 Jan 2022, 4:40 pm Tilley, David, <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)> wrote:

Hi Louise

Please see the below responses to your questions.

**What about when there is a family of 5 and they get covid back to back. It's unfair for owners to have to accommodate multiple 7 day periods, e.g. 35 days longer in this example. Can the maximum extension be 7 days?**

- In almost all circumstances under the *Residential Tenancy Act 1997*, the authority to determine if or when a tenant must vacate a property rests with the Magistrates Court rather than the Commissioner.
- In the event a tenant has been unable to vacate due to a public health requirement to isolate, an owner is still able to apply for a Notice to Vacate via the court process. It would then be up to a magistrate to determine how to balance the public health considerations with the competing responsibilities/rights under the *Residential Tenancy Act*.
- Whether an 'extension' of time is 7 or more days is reasonable or unreasonable, would be a matter for the court and whether a public health order applied to positive cases or close contacts (or not) depends on the content of the order current public health advice.

**And the 7 days, for covid positive only or close contacts? Diagnosed covid only from our perspective as the domino effect will be much bigger**

- Whether a tenant has contracted COVID-19 or is considered a close contact, the conditions of a public health order issued in accordance with the *Public Health Act 1997* will apply.

**And can we confirm that video inspections are allowed when someone is isolating?**

- If there is agreement from the tenant, it is reasonable to undertake virtual inspections during isolation (there is no real mechanism within the Act to *force* a virtual inspection as it is an owner's right rather than a tenant's responsibility and a public health order has removed the right). However, given the period of isolation is short, it would be viewed as reasonable to re-schedule an inspection by a short time.

**Supplementary questions:**

**Confirm that rent must be paid for the additional time**

- Yes, while a tenant remains in a property, the tenancy continues and there is a requirement for the tenant to pay rent.

**Confirm that a new notice to Vacate does not need to be issued**

- A Notice to Vacate expires 28 days after taking effect. If an owner has not applied to the court within this time then they are required to re-issue a second notice in the event they wish to pursue a subsequent effort for vacant possession. The impact of a public health order does not change this.

**7 days is the minimum period but what if the tenant claims or is still unwell and/or still testing positive? This needs to be crystal clear or we'll have long covid folk staying on....**

- In the event that at the end of the 7 day period a person continues to present symptoms of COVID-19, the public health order requirements remain in effect.

**Also, can you tell me more about the consideration/advice the Dept has gotten relating to the situation where owners could be found to be in breach of contract if they don't provide the property to Tenant B because Tenant A is still there, isolating? Has this scenario (that impacts owners and new tenants) been explicitly considered and legal advice been received by Justice that owners won't be at risk of breaching leases?**

- The advice provided by CBOS is general in nature. Owners should seek their own appropriate legal advice in respect to such scenarios as the one you have presented as CBOS cannot provide advice in relation to the *Public Health Act 1997* or public health orders issued under that Act.

I trust this information is of assistance.

Kind regards,

Dave



**Dave Tilley**

Director Compliance and Dispute Resolution

Department of Justice

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**From:** [Louise Elliot](#)  
**To:** [Tilley, David](#)  
**Subject:** Re: unreasonable rent increase applications  
**Date:** Tuesday, 1 March 2022 11:29:44 AM  
**Attachments:** [image001.jpg](#)  
[image002.png](#)  
[image003.png](#)

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Thanks Dave

Which Act can't you disclose it under if it's deidentified? The tenants union has a copy.

On Tue, 1 Mar 2022 at 11:26, Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)> wrote:

Hi Louise

Thanks for your email. I'm unable to disclose that information under the Act, but we can assess it under an RTI if you're able to submit one?

Thanks,

Dave



**Dave Tilley**

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PO Box 56 Rosny Park TAS 7018



**From:** Louise Elliot <[REDACTED]>  
**Sent:** Tuesday, 1 March 2022 10:15 AM  
**To:** Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>  
**Subject:** unreasonable rent increase applications

Hi Dave

Could I please have a de-identified copy of all reports associated with unreasonable rent increase applications to the Commissioner that have been undertaken over the past two years? Including the one referenced below?

Thank you

Louise

image.png



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**From:** [Louise Elliot](#)  
**To:** [Tilley, David](#); [Graham, Peter J.](#)  
**Subject:** links  
**Date:** Friday, 29 April 2022 12:57:05 PM  
**Attachments:** [Lease - Residential Lease Template \[TRRPO\] Final Version 1.1 8\\_03\\_2022 \(2\).pdf](#)

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Hi Peter, Dave

Here's the article about what we're working on - elearning delivered, lease agreement template available to members, legal advice being procured as needed when key themes arise.

<https://www.tasmanianrentalowners.com/post/funding-to-support-compliant-and-harmonious-tenancies>

Lease attached - getting a version made that we can populate electronically

And other light reading.....

<https://www.louiseelliot.org/post/utas-relocation-absent-evidence-improper-relationships-flawed-concept>

<https://www.facebook.com/louiseelliothobart>

Thanks

Lou

**From:** [Tilley, David](#)  
**To:** [Louise Elliot](#)  
**Subject:** RE: Trashed property  
**Date:** Thursday, 4 August 2022 2:35:00 PM  
**Attachments:** [image001.jpg](#)  
[image002.png](#)

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Hi Louise

While I cannot highlight or confirm a specific case for you, magistrates do have broad discretion when assessing minor civil claims and are able to make findings they believe appropriate. An owner can still supply other evidence to persuade the court a property was not originally leased in a particular condition (ie in this case, full of rubbish).

Kind regards,  
Dave



**Dave Tilley**

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Department of Justice  
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PO Box 56 Rosny Park TAS 7018



**From:** Louise Elliot [REDACTED]  
**Sent:** Thursday, 4 August 2022 12:18 PM  
**To:** Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>  
**Subject:** Re: Trashed property

Thanks. It does.

The owed rent already exceeds the bond. In cases like this have you seen magistrate support owner being paid damage clean up money without condition report?

On Thu, 4 Aug 2022, 12:11 pm Tilley, David, <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)> wrote:

Hi Louise

Thanks for your email.

Although this office cannot pre-assess or otherwise prejudice the outcome of a potential bond claim/dispute, in general terms, the Residential Tenancy Commissioner has discretion to make reasonable inferences that a property was not leased in a condition like the ones shown in the photos you have provided. Discretion may be applied in such events where a property suffers significant fire or clear malicious damage.

Assuming there is a bond for this tenancy the owner is entitled to lodge a claim and the matter will be assessed on its merits.

I hope this assists.

Kind regards,  
Dave



**Dave Tilley**

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**From:** Louise Elliot [REDACTED]  
**Sent:** Thursday, 4 August 2022 11:55 AM  
**To:** Graham, Peter J. <[Peter.J.Graham@justice.tas.gov.au](mailto:Peter.J.Graham@justice.tas.gov.au)>; Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>  
**Subject:** Trashed property

Hi Dave, Peter

Owner just opened door to this. Last inspection was just before Christmas and wasn't like this.

Cat food tins included, unapproved pet.

Tenants has left owing rent, uncontactable.

There's no condition report, lease started 13 years ago.

Owner doesn't have leg to stand on, do they?

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**From:** [Tilley, David](#)  
**To:** [Louise Elliot](#)  
**Subject:** RE: FW: flushing toilet exemption - tiny homes composting toilet  
**Date:** Tuesday, 23 August 2022 1:51:00 PM  
**Attachments:** [image001.jpg](#)  
[image002.png](#)

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Hi Louise

I'm sorry to hear you have had sick kids, I hope they're on the path to recovery and it wasn't too serious.

Thanks for the additional information and I'm happy to discuss this one further with you. Do you have any availability next Monday – Wednesday? I'm in Launceston this week and Melbourne from next Thursday for a week. Otherwise, I can work around you.

Cheers,  
Dave



**Dave Tilley**

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Department of Justice  
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**From:** Louise Elliot [REDACTED]  
**Sent:** Monday, 22 August 2022 9:40 AM  
**To:** Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>  
**Subject:** Re: FW: flushing toilet exemption - tiny homes composting toilet

Hi Dave

Sorry I haven't gotten back to you. I'm been forced offline by sick kids at home, which continues today.

The situation is:

- the site is being leased off UTAS for two years - the site needs to be returned to UTAS in the same state it was at the start of the lease - works to attach the homes to the sewerage therefore is not possible
- the initiative centres around being largely off-grid and eco-friendly - using heavy chemical toilets that 'flush' like a caravan defeats the purpose
- the site will be serviced weekly by a professional 'groundsperson'
- the initiative aims to provide the rent at affordable prices - this won't be possible if expensive infrastructure costs come in to it, and UTAS wouldn't give consent for this anyway
- in fact, the whole concept isn't possible if groundworks are required as the the lease is only two years for the land - there's no time to recoup the cost
- if red and green tape kill the concept, that's more affordable rental homes gone - that will kill these four intially and others which are planned and potential - and we have a housing crisis....
- how about conditions on approving the exemption? Quarterly report back to CBOS or something like that? presence of composting toilets made clear to tenants upon advertising?

Keen to meet too - sick kids keeping me stuck at home!

Louise

On Thu, 18 Aug 2022 at 16:48, Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)> wrote:

Hi Louise

I can pop over to the city on Monday if there's any aspect of this issue you would like to discuss or if there are other aspects you wish to draw our attention to?

Let me know if you're free and I'll come over.

Cheers,  
Dave



**Dave Tilley**

Director Compliance and Dispute Resolution  
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---

**From:** Graham, Peter J. <[Peter.J.Graham@justice.tas.gov.au](mailto:Peter.J.Graham@justice.tas.gov.au)>  
**Sent:** Friday, 12 August 2022 4:46 PM  
**To:** Louise Elliot [REDACTED]  
**Cc:** Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>  
**Subject:** RE: flushing toilet exemption - tiny homes composting toilet

Hi Louise

Thanks for your email and apologies for the delay in responding to you.

Exemptions to the Minimum Standards relating to bathrooms and toilets under section 36K of the *Residential Tenancy Act 1997* ('the Act') may be considered on a case-by-case basis. In regard to your query, exemptions for compostable toilets have been considered previously for structures in rural and remote areas where there is no ability to link to a reticulated sewerage system operated and there is no possibility to install an On-Site Wastewater Management System.

When considering exemptions to the Minimum Standards for existing structures, I assess not only the location of the premises itself but where the sanitary facility is located within the premises. In doing so, I use the National Construction Code as a guide. Under the NCC the location of the sanitary facility within the premises must meet certain minimum requirements, such as ventilation requirements, and the sanitary installation must be accredited to relevant Australian Standards (AS1546:2008) to ensure it is fit for purpose. Although the NCC does not apply to vehicles, it provides useful performance standards for sanitary systems.

I have considered your submission and I am of the view that an exemption to the Minimum Standards would not be appropriate in these circumstances as the intended location, being Hobart CBD, is not rural or remote. In my opinion, a deviation from the Minimum Standards is only appropriate in circumstances where a conventional flush system is not possible nor economically viable. Although these types of compostable toilets may be considered reasonable choices for vehicles that are constantly moved from location to location, I do not consider this to be an equivalent options where municipal waste management infrastructure in Hobart is sufficient for standard systems to be connected.

In coming to this view, I have considered the importance of ensuring appropriate sanitary standards that are essential for the health and safety of tenants in rental properties in addition to the potential health and sanitary risks created with the granting of an exemption. If an exemption were to be applied in this instance, it would be inconsistent with the above reasoning and would reduce our enforceability of the Minimum Standards. Given the small size of these vehicles, the risks posed by incorrect usage, poor maintenance or inadequate ventilation significantly increase for those contained in regular houses.

If you would like to discuss this further, please contact David Tilley in my team in the first instance.



Regards

Peter

**From:** Louise Elliot [REDACTED]  
**Sent:** Tuesday, 2 August 2022 11:59 AM  
**To:** Graham, Peter J. <[Peter.J.Graham@justice.tas.gov.au](mailto:Peter.J.Graham@justice.tas.gov.au)>; Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>  
**Subject:** flushing toilet exemption - tiny homes composting toilet

Hi Peter

So in my spare time I'm looking to set up tiny home affordable private rentals in the inner CBD.

<https://bretts.com.au/tiny-homes/tiny-homes-wheelhouse-7>

I've got one of the above models underway which comes by default with a composting toilet - a [clean, green, award winning and accredited one](#):

[https://ecoflo.com.au/products/by-capacity/low-capacity?gclid=Cj0KCQjw852XBhC6ARIsAJsFPN00pJg2779Uc7ZZCW8IBCP\\_Kea2magOt-oiFBBftPrR6EOhm-d7QqAaAvVWEALw\\_wcB#!/Clivus-Multrum%E2%84%A2-Low-Profile-CM-LP/p/156366276/category=63813053](https://ecoflo.com.au/products/by-capacity/low-capacity?gclid=Cj0KCQjw852XBhC6ARIsAJsFPN00pJg2779Uc7ZZCW8IBCP_Kea2magOt-oiFBBftPrR6EOhm-d7QqAaAvVWEALw_wcB#!/Clivus-Multrum%E2%84%A2-Low-Profile-CM-LP/p/156366276/category=63813053)

As you'll see above, they're great homes for people who can live tiny - we're thinking singles and couples.

Given the composting option above isn't flushing so doesn't tick the minimum standards box in the tenant act, are you able to provide exemption to allow this?

I'm working with HCC and CBOS on the details of the site. The site will be serviced at least weekly which will include management of the composting toilets.

Thanks

Louise

----- Forwarded message -----

**From:** Louise Elliot [REDACTED]  
**Date:** Mon, 1 Aug 2022 at 15:31  
**Subject:** Re: Tiny Home question  
**To:** Hodgson, Henry <[Henry.Hodgson@justice.tas.gov.au](mailto:Henry.Hodgson@justice.tas.gov.au)>

Thanks for this information, Henry.

If the homes were to be owner-occupied, would the composting toilet model as listed below and in my original message be acceptable?

<https://ecoflo.com.au/products/by-brand/clivus-multrum#!/Domestic/c/20728118>

Thanks

Louise Elliot

On Mon, 1 Aug 2022, 2:45 pm Hodgson, Henry, <[Henry.Hodgson@justice.tas.gov.au](mailto:Henry.Hodgson@justice.tas.gov.au)> wrote:

Hi Louise,

Apologies for the slight delay in the response, we too are unfortunately affected by unplanned staff absences.

I refer to your question below,

**From a landlord / tenant perspective,**

If these homes are going to be rented as defined by the Residential Tenancy Act 1997, then the Minimum standards for rental properties apply. To answer your questions directly I have summarised them as follows.

**Composting Toilet**

As these do not flush they do not meet the minimum standards. Each owner of the individual units would need to apply to the commissioner for an exemption. Although I cannot pre-empt this decision, previous exemptions have been allowed for secondary toilets in rural areas. An alternative such as an on-site waste water treatment plant would need approval from the city council.

**Electricity Connection.**

The electrical installation within the home would need to comply with both the AS/NZS 3000 and AS/NZS 3001 series of standards. the plug into a socket on site is not a problem provided it is installed and rated to meet the expected maximum demand of the individual installations. As it would be one title, TasNetworks will only provide one supply which your retailer (Aurora Energy) would install a meter. In order to meter each unit individually you would need to either provide sub metering or simply include the estimated electricity amount in the individual rentals.

**Stand alone water tank**

The tanks would be acceptable provided that they are suitable and fit for purpose to supply sufficient hot and cold water for use in the dwelling.

**Grey Water**

Again the grey water is acceptable provided they are suitable for use and meet the city council requirements.

**Further Information**

If a structure is a registerable vehicle it does not fall under the *building regulatory system*, note that this requirement is for a vehicle that is capable of being registered not necessarily actually being registered. A structure that is not capable of being registered, would then come under the building regulatory system and be required to comply with all of the requirements for that class of building and also building and plumbing approvals for the class of building.

This is a fact sheet that has more information on tiny homes and registerable vehicles:

[https://cbos.tas.gov.au/\\_data/assets/pdf\\_file/0014/414113/Fact-Sheet-Tiny-Houses.pdf](https://cbos.tas.gov.au/_data/assets/pdf_file/0014/414113/Fact-Sheet-Tiny-Houses.pdf)

**Lastly,**

Planning requirements are separate from building approvals and must be checked with a planner at the relevant council. From your email I understand that you are in early consultation with them which is always recommended.

I hope this all helps,

Best regards

Henry

**Henry Hodgson | Director, Technical Regulation & Occupational Licensing  
Consumer, Building and Occupational Services**  
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Helpline: 1300 654 499 (inside Tas)

[www.facebook.com/TasBuildingStandards](https://www.facebook.com/TasBuildingStandards)

Check out our new website at

[www.cbos.tas.gov.au](http://www.cbos.tas.gov.au)

Hi, I'm working on an initiative to bring temporary affordable rental properties to the inner Hobart CBD. We're looking to place four tiny homes on wheels on an underutilised site that's currently a carpark. This is

the model we are looking at - <https://bretts.com.au/tiny-homes/tiny-homes-wheelhouse-7> I'm working with the Hobart City Council from a Planning perspective. We're looking to have these on the site as registerable vehicles that are not attached to the land for a period of two years under the Council's caravans bylaw. The site would be serviced, likely on a weekly basis, to include management of the composting toilet, top ups of drinking water, emptying of grey water. I have several questions for CBOS please: - the homes will need electricity and there is electricity available at the site. Can the homes be connected to the electricity onsite (plug in) without triggering any further permits? - the homes will have a composting toilet - model CM LP shown here - <https://ecoflo.com.au/products/by-brand/clivus-multrum#!/Domestic/c/20728118> is that acceptable? - for drinking water, the homes would be serviced by a small stand alone water tank and pump. Is this allowable? - for grey water, we're looking at a connecting the home to an above holding tank that's located under the home. Is this acceptable? Are there other grey water management solutions you can recommend? Can I please make a time to meet with someone ASAP about the above? greatly appreciate your help Louise Elliot

---

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**From:** [Louise Elliot](#)  
**To:** [Residential Tenancy Commissioner](#)  
**Cc:** [Hollick, Sean \(DPaC\)](#); [Tilley, David \(DPaC\)](#)  
**Subject:** URGENT.....TRRPO - residential tenancy moratorium.pdf  
**Date:** Wednesday, 27 January 2021 6:02:15 PM  
**Attachments:** [image001.jpg](#)  
[image002.jpg](#)

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Hi

Can you please clarify as there is confusion and conflicting/vague information in letter and website, media release .

With the extension of the funds until 31 March, does this mean that \$6k is now accessible through landlords support (3 rounds) and \$8k through Rent Relief (4 rounds).

It's the landlords support fund that's of most benefit to landlords.

And the funds apply to arrears from any stage in emergency period to 31 March?

Info ASAP would be appreciated as I want to be clear on my statements in media.

Thanks

On Wed, 27 Jan 2021, 5:06 pm Residential Tenancy Commissioner,  
<[Residential.TenancyCommissioner@justice.tas.gov.au](mailto:Residential.TenancyCommissioner@justice.tas.gov.au)> wrote:

Good afternoon Louise,

Please find attached a letter from George Clarke, Acting Executive Director CBOS regarding the Moratorium for residential tenancies.

Kind Regards

Office of the Residential Tenancy Commissioner | Consumer, Building and Occupational Services  
**Department of Justice**

**p:** 1300 654 499

**f:** 6173 0205

**e:** [rtc@justice.tas.gov.au](mailto:rtc@justice.tas.gov.au)

PO Box 56 Rosny Park Tas 7018



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**From:** [Residential Tenancy Commissioner](#)  
**To:** [Louise Elliot](#)  
**Subject:** RE: URGENT.....TRRPO - residential tenancy moratorium.pdf  
**Date:** Thursday, 28 January 2021 8:45:00 AM

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Good morning Louise,

We apologies for any confusion regarding the extension of the funds and additional financial support measures.

To provide you with some clarity. **From 1 February 2021 to the 31 March 2021** there will be an additional round of both landlord support and rental relief for eligible tenants and landlords, as well as the current financial support measures being extended.

This means that there will be up to \$6,000 available to eligible landlords who have tenants that have accrued rent arrears at any stage during the emergency period (from 27 March 2020) and up to \$8,000 rental relief for eligible tenants.

Hopefully that helps to clarify the matter for you

Kind regards

Office of the Residential Tenancy Commissioner | Consumer, Building and Occupational Services  
**Department of Justice**

**p:** 1300 654 499

**f:** 6173 0205

**e:** [rtc@justice.tas.gov.au](mailto:rtc@justice.tas.gov.au)

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**From:** Louise Elliot [REDACTED]  
**Sent:** Wednesday, 27 January 2021 6:02 PM  
**To:** Residential Tenancy Commissioner <[Residential.TenancyCommissioner@justice.tas.gov.au](mailto:Residential.TenancyCommissioner@justice.tas.gov.au)>  
**Cc:** Hollick, Sean (DPaC) <[Sean.Hollick@dpac.tas.gov.au](mailto:Sean.Hollick@dpac.tas.gov.au)>; Tilley, David (DPaC) <[david.tilley@dpac.tas.gov.au](mailto:david.tilley@dpac.tas.gov.au)>  
**Subject:** HPE CM: URGENT.....TRRPO - residential tenancy moratorium.pdf

Hi

Can you please clarify as there is confusion and conflicting/vague information in letter and website, media release .

With the extension of the funds until 31 March, does this mean that \$6k is now accessible through landlords support (3 rounds) and \$8k through Rent Relief (4 rounds).

It's the landlords support fund that's of most benefit to landlords.

And the funds apply to arrears from any stage in emergency period to 31 March?

Info ASAP would be appreciated as I want to be clear on my statements in media.

Thanks

On Wed, 27 Jan 2021, 5:06 pm Residential Tenancy Commissioner,  
<[Residential.TenancyCommissioner@justice.tas.gov.au](mailto:Residential.TenancyCommissioner@justice.tas.gov.au)> wrote:

Good afternoon Louise,

Please find attached a letter from George Clarke, Acting Executive Director CBOS regarding the Moratorium for residential tenancies.

Kind Regards

Office of the Residential Tenancy Commissioner | Consumer, Building and Occupational Services  
**Department of Justice**

**p:** 1300 654 499

**f:** 6173 0205

**e:** [rtc@justice.tas.gov.au](mailto:rtc@justice.tas.gov.au)

PO Box 56 Rosny Park Tas 7018



---

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**From:** [CBOS Executive](#)  
**To:** [Louise Elliot](#)  
**Subject:** RE: rent increases  
**Date:** Thursday, 11 March 2021 9:17:31 AM  
**Attachments:** [image001.jpg](#)  
[image003.png](#)

---

Good morning Louise,

Thank you for your email to Peter.

Would you be free today to have Peter call you regarding your queries listed below.

Peter's available at 4pm if that works for you?

Regards,



**Rebecca V Strong | Executive Officer**  
Consumer, Building and Occupational Services  
Department of Justice  
p (03) 6165 4757  
e [rebecca.v.strong@justice.tas.gov.au](mailto:rebecca.v.strong@justice.tas.gov.au)  
w [www.cbos.tas.gov.au](http://www.cbos.tas.gov.au)  
PO Box 56, Rosny Park TAS 7018



**From:** Louise Elliot [REDACTED]  
**Sent:** Wednesday, 10 March 2021 4:52 PM  
**To:** Graham, Peter J. <[Peter.J.Graham@justice.tas.gov.au](mailto:Peter.J.Graham@justice.tas.gov.au)>  
**Subject:** rent increases

Hi Peter

Can you please advise what, if anything, has changed with rent increases during the emergency period?

Can you please spell out the exact situation with rent increases as confusion is brewing and apparent the RTC's advice has changed?

What is allegedly invalid according to the TU?

<https://www.facebook.com/Tenants-Union-of-Tasmania-219073971454330>

[https://www.facebook.com/permalink.php?story\\_fbid=4445582185470133&id=219073971454330](https://www.facebook.com/permalink.php?story_fbid=4445582185470133&id=219073971454330)

Thank you

Louise



**From:** [Langford, Rebecca](#) on behalf of [Graham, Peter J.](#)  
**To:** [Louise Elliot](#); [Graham, Peter J.](#); [Residential Tenancy Commissioner](#); [Tilley, David \(DPaC\)](#)  
**Subject:** RE: rent increases  
**Date:** Friday, 12 March 2021 1:24:06 PM  
**Attachments:** [image001.jpg](#)  
[RF rent increases.msg](#)  
[image003.png](#)

---

Good afternoon Louise,

I refer to your email below to Peter regarding queries relating to rent increases.

I sent you a response yesterday morning on behalf of Peter, I have attached if you did not see it.

Peter's out of the office at the moment however I can see if he can give you a call to discuss your queries upon his return.

Would you be available for a chat this afternoon?

Regards,



**Rebecca V Strong | Executive Officer**  
Consumer, Building and Occupational Services  
Department of Justice  
p (03) 6165 4757  
e [rebecca.v.strong@justice.tas.gov.au](mailto:rebecca.v.strong@justice.tas.gov.au)  
w [www.cbos.tas.gov.au](http://www.cbos.tas.gov.au)  
PO Box 56, Rosny Park TAS 7018



**From:** Louise Elliot [REDACTED]  
**Sent:** Friday, 12 March 2021 12:51 PM  
**To:** Graham, Peter J. <[Peter.J.Graham@justice.tas.gov.au](mailto:Peter.J.Graham@justice.tas.gov.au)>; Residential Tenancy Commissioner <[Residential.TenancyCommissioner@justice.tas.gov.au](mailto:Residential.TenancyCommissioner@justice.tas.gov.au)>; Tilley, David (DPaC) <[David.Tilley@dpac.tas.gov.au](mailto:David.Tilley@dpac.tas.gov.au)>  
**Subject:** Fwd: rent increases

Hi Peter

Can you please advise on the below?

Thanks

----- Forwarded message -----

**From:** Louise Elliot [REDACTED]  
**Date:** Wed, 10 Mar 2021 at 16:52  
**Subject:** rent increases  
**To:** Graham, Peter J. <[Peter.J.Graham@justice.tas.gov.au](mailto:Peter.J.Graham@justice.tas.gov.au)>

Hi Peter

Can you please advise what, if anything, has changed with rent increases during the emergency period?

Can you please spell out the exact situation with rent increases as confusion is brewing and apparent the RTC's advice has changed?

What is allegedly invalid according to the TU?

<https://www.facebook.com/Tenants-Union-of-Tasmania-219073971454330>

[https://www.facebook.com/permalink.php?story\\_fbid=4445582185470133&id=219073971454330](https://www.facebook.com/permalink.php?story_fbid=4445582185470133&id=219073971454330)

Thank you

Louise

**From:** [Strong, Rebecca V.](#) on behalf of [Graham, Peter J.](#)  
**To:** [CBOS Executive](#)  
**Subject:** FW: Letter to the Minister - Rent increases  
**Date:** Tuesday, 16 March 2021 10:20:00 AM  
**Attachments:** [LETTER\\_Rent\\_Increase\\_Notices.pdf](#)

---

FYI

**From:** Louise Elliot [REDACTED]  
**Sent:** Tuesday, 16 March 2021 10:01 AM  
**To:** Archer, Elise (DPaC) <Elise.Archer@dpac.tas.gov.au>  
**Cc:** Tilley, David (DPaC) <David.Tilley@dpac.tas.gov.au>; Graham, Peter J. <Peter.J.Graham@justice.tas.gov.au>  
**Subject:** Letter to the Minister - Rent increases

Hi

Please find a attached letter for Minister Archer.

Thank you

Louise Elliot

**From:** [Ministerial](#)  
**To:** [CBOS Executive](#)  
**Subject:** MIN/21/693 - Residential Tenancies - Future Moratorium - Louise Elliot - August 2021  
**Date:** Monday, 2 August 2021 1:25:40 PM  
**Attachments:** [REQUEST - DRAFT REPLY - DUE 68 - MIN2121874 CAF - Residential Tenancies Future Moratorium.msg](#)  
**Importance:** High

---

Request for a draft response please Bec, due to Ministerial by 5 August.

Cheers  
Trent

-----< HPE Content Manager record Information >-----

Record Number : MIN/21/693

Title : MIN/21/693 - Residential Tenancies - Future Moratorium - Louise Elliot - August 2021

**From:** [Louise Elliot](#)  
**To:** [Tilley, David](#)  
**Subject:** pets in rentals  
**Date:** Wednesday, 5 January 2022 9:21:21 AM

---

Hi Dave

Hope you had a decent break and are safe and well.

Quick question about animals - is it only Guide Dogs that are allowed by default in rentals? They're a no-brainer but wondering about all the other 'support' and 'assistance' type animals that are emerging, like assistance dogs for autism, etc.

<https://cbos.tas.gov.au/topics/housing/renting/beginning-tenancy/pets>

Thanks

Lou

**From:** [Tilley, David](#)  
**To:** [Louise Elliot](#)  
**Subject:** RE: pets in rentals  
**Date:** Wednesday, 5 January 2022 11:06:00 AM  
**Attachments:** [image001.jpg](#)  
[image002.png](#)

---

Hi Lou

Thanks for your email. I'm back after a restful break and I hope you enjoyed your Christmas and New Years as well.

Regarding animals in rental properties, you're correct in that guide dogs have access rights under the *Guide Dogs and Hearing Dogs Act 1967* and it is expressly stated in s64B(2) of the *Residential Tenancy Act 1997* ('the Act') that guide dogs are exempt from the keeping of pets restriction.

Currently, there is no recognition of other assistance and support animals under the Act. With this being said, the *Disability Discrimination Act 1992* (Cth) is worth consideration should a tenant have specific needs relating to a disability or condition. Such matters should be considered on a case by case basis. For your reference, this is a link to the Australian Human Rights Commission which discusses the topic of assistance and support animals in more detail - <https://humanrights.gov.au/our-work/disability-rights/projects/assistance-animals-and-disability-discrimination-act-1992-cth>.

I trust this information is of use to you.

Kind regards,  
Dave



**Dave Tilley**

Director Compliance and Dispute Resolution  
Department of Justice  
(03) 6166 4637 | [david.tilley@justice.tas.gov.au](mailto:david.tilley@justice.tas.gov.au)  
[www.justice.tas.gov.au](http://www.justice.tas.gov.au)  
PO Box 56 Rosny Park TAS 7018



**From:** Louise Elliot [REDACTED]  
**Sent:** Wednesday, 5 January 2022 9:21 AM  
**To:** Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>  
**Subject:** pets in rentals

Hi Dave

Hope you had a decent break and are safe and well.

Quick question about animals - is it only Guide Dogs that are allowed by default in rentals? They're a no-brainer but wondering about all the other 'support' and 'assistance' type animals that are emerging, like assistance dogs for autism, etc.

<https://cbos.tas.gov.au/topics/housing/renting/beginning-tenancy/pets>

Thanks

Lou

**From:** [Louise Elliot](#)  
**To:** [Tilley, David](#)  
**Subject:** FAQs  
**Date:** Thursday, 13 January 2022 11:00:15 AM

---

Hi Dave

Questions/scenarios...

What about when there is a family of 5 and they get covid back to back. It's unfair for owners to have to accommodate multiple 7 day periods, e.g. 35 days longer in this example. Can the maximum extension be 7 days?

And the 7 days, for covid positive only or close contacts? Diagnosed covid only from our perspective as the domino effect will be much bigger

And can we confirm that video inspections are allowed when someone is isolating?

Feedback as predicted from members as expected is so far that they'll get grief from the incoming tenant

Lou

**From:** [Tilley, David](#)  
**To:** [Louise Elliot](#)  
**Subject:** RE: FAQs  
**Date:** Thursday, 13 January 2022 11:00:00 AM  
**Attachments:** [image001.jpg](#)  
[image002.png](#)

---

Hi Lou

Thanks for your email. I'll come back to you.

Cheers,  
Dave



**Dave Tilley**

Director Compliance and Dispute Resolution  
Department of Justice  
(03) 6166 4637 | [david.tilley@justice.tas.gov.au](mailto:david.tilley@justice.tas.gov.au)  
[www.justice.tas.gov.au](http://www.justice.tas.gov.au)  
PO Box 56 Rosny Park TAS 7018



**From:** Louise Elliot [REDACTED]  
**Sent:** Thursday, 13 January 2022 11:00 AM  
**To:** Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>  
**Subject:** FAQs

Hi Dave

Questions/scenarios...

What about when there is a family of 5 and they get covid back to back. It's unfair for owners to have to accommodate multiple 7 day periods, e.g. 35 days longer in this example. Can the maximum extension be 7 days?

And the 7 days, for covid positive only or close contacts? Diagnosed covid only from our perspective as the domino effect will be much bigger

And can we confirm that video inspections are allowed when someone is isolating?

Feedback as predicted from members as expected is so far that they'll get grief from the incoming tenant

Lou



**From:** [Louise Elliot](#)  
**To:** [Tilley, David](#)  
**Subject:** Re: Responses to Questions  
**Date:** Thursday, 13 January 2022 4:46:52 PM  
**Attachments:** [image001.jpg](#)

---

Thanks.

When are these new rules looking to be made public?

On Thu, 13 Jan 2022, 4:40 pm Tilley, David, <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)> wrote:

Hi Louise

Please see the below responses to your questions.

**What about when there is a family of 5 and they get covid back to back. It's unfair for owners to have to accommodate multiple 7 day periods, e.g. 35 days longer in this example. Can the maximum extension be 7 days?**

- In almost all circumstances under the *Residential Tenancy Act 1997*, the authority to determine if or when a tenant must vacate a property rests with the Magistrates Court rather than the Commissioner.
- In the event a tenant has been unable to vacate due to a public health requirement to isolate, an owner is still able to apply for a Notice to Vacate via the court process. It would then be up to a magistrate to determine how to balance the public health considerations with the competing responsibilities/rights under the *Residential Tenancy Act*.
- Whether an 'extension' of time is 7 or more days is reasonable or unreasonable, would be a matter for the court and whether a public health order applied to positive cases or close contacts (or not) depends on the content of the order current public health advice.

**And the 7 days, for covid positive only or close contacts? Diagnosed covid only from our perspective as the domino effect will be much bigger**

- Whether a tenant has contracted COVID-19 or is considered a close contact, the conditions of a public health order issued in accordance with the *Public Health Act 1997* will apply.

**And can we confirm that video inspections are allowed when someone is isolating?**

- If there is agreement from the tenant, it is reasonable to undertake virtual inspections during isolation (there is no real mechanism within the Act to *force* a virtual inspection as it is an owner's right rather than a tenant's responsibility and a public health order has removed the right). However, given the period of isolation is short, it would be viewed as reasonable to re-schedule an inspection by a short time.

**Supplementary questions:**

**Confirm that rent must be paid for the additional time**

- Yes, while a tenant remains in a property, the tenancy continues and there is a requirement for the tenant to pay rent.

**Confirm that a new notice to Vacate does not need to be issued**

- A Notice to Vacate expires 28 days after taking effect. If an owner has not applied to the court within this time then they are required to re-issue a second notice in the event they wish to pursue a subsequent effort for vacant possession. The impact of a public health order does not change this.

**7 days is the minimum period but what if the tenant claims or is still unwell and/or still testing positive? This needs to be crystal clear or we'll have long covid folk staying on....**

- In the event that at the end of the 7 day period a person continues to present symptoms of COVID-19, the public health order requirements remain in effect.

**Also, can you tell me more about the consideration/advice the Dept has gotten relating to the situation where owners could be found to be in breach of contract if they don't provide the property to Tenant B because Tenant A is still there, isolating? Has this scenario (that impacts owners and new tenants) been explicitly considered and legal advice been received by Justice that owners won't be at risk of breaching leases?**

- The advice provided by CBOS is general in nature. Owners should seek their own appropriate legal advice in respect to such scenarios as the one you have presented as CBOS cannot provide advice in relation to the *Public Health Act 1997* or public health orders issued under that Act.

I trust this information is of assistance.

Kind regards,

Dave



**Dave Tilley**

Director Compliance and Dispute Resolution

Department of Justice

(03) 6166 4637 | [david.tilley@justice.tas.gov.au](mailto:david.tilley@justice.tas.gov.au)

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**From:** [Tilley, David](#)  
**To:** [Louise Elliot](#)  
**Subject:** Responses to Questions  
**Date:** Thursday, 13 January 2022 4:39:00 PM  
**Attachments:** [image001.jpg](#)  
[image002.png](#)

---

Hi Louise

Please see the below responses to your questions.

**What about when there is a family of 5 and they get covid back to back. It's unfair for owners to have to accommodate multiple 7 day periods, e.g. 35 days longer in this example. Can the maximum extension be 7 days?**

- In almost all circumstances under the *Residential Tenancy Act 1997*, the authority to determine if or when a tenant must vacate a property rests with the Magistrates Court rather than the Commissioner.
- In the event a tenant has been unable to vacate due to a public health requirement to isolate, an owner is still able to apply for a Notice to Vacate via the court process. It would then be up to a magistrate to determine how to balance the public health considerations with the competing responsibilities/rights under the *Residential Tenancy Act*.
- Whether an 'extension' of time is 7 or more days is reasonable or unreasonable, would be a matter for the court and whether a public health order applied to positive cases or close contacts (or not) depends on the content of the order current public health advice.

**And the 7 days, for covid positive only or close contacts? Diagnosed covid only from our perspective as the domino effect will be much bigger**

- Whether a tenant has contracted COVID-19 or is considered a close contact, the conditions of a public health order issued in accordance with the *Public Health Act 1997* will apply.

**And can we confirm that video inspections are allowed when someone is isolating?**

- If there is agreement from the tenant, it is reasonable to undertake virtual inspections during isolation (there is no real mechanism within the Act to *force* a virtual inspection as it is an owner's right rather than a tenant's responsibility and a public health order has removed the right). However, given the period of isolation is short, it would be viewed as reasonable to re-schedule an inspection by a short time.

#### **Supplementary questions:**

**Confirm that rent must be paid for the additional time**

- Yes, while a tenant remains in a property, the tenancy continues and there is a requirement for the tenant to pay rent.

**Confirm that a new notice to Vacate does not need to be issued**

- A Notice to Vacate expires 28 days after taking effect. If an owner has not applied to the court within this time then they are required to re-issue a second notice in the event they wish to pursue a subsequent effort for vacant possession. The impact of a public health order does not change this.

**7 days is the minimum period but what if the tenant claims or is still unwell and/or still testing positive? This needs to be crystal clear or we'll have long covid folk staying on....**

- In the event that at the end of the 7 day period a person continues to present symptoms of COVID-19, the public health order requirements remain in effect.

**Also, can you tell me more about the consideration/advice the Dept has gotten relating to the situation where owners could be found to be in breach of contract if they don't provide the property to Tenant B because Tenant A**

**is still there, isolating? Has this scenario (that impacts owners and new tenants) been explicitly considered and legal advice been received by Justice that owners won't be at risk of breaching leases?**

- The advice provided by CBOS is general in nature. Owners should seek their own appropriate legal advice in respect to such scenarios as the one you have presented as CBOS cannot provide advice in relation to the *Public Health Act 1997* or public health orders issued under that Act.

I trust this information is of assistance.

Kind regards,  
Dave



**Dave Tilley**

Director Compliance and Dispute Resolution

Department of Justice

(03) 6166 4637 | [david.tilley@justice.tas.gov.au](mailto:david.tilley@justice.tas.gov.au)

[www.justice.tas.gov.au](http://www.justice.tas.gov.au)

PO Box 56 Rosny Park TAS 7018



**From:** [Tilley, David](#)  
**To:** [Louise Elliot](#)  
**Subject:** RE: Copy of Changes  
**Date:** Monday, 17 January 2022 2:36:00 PM  
**Attachments:** [image001.jpg](#)  
[image002.png](#)

---

Hi Louise

The information which I believe you're seeking is on the CBOS website at  
<https://cbos.tas.gov.au/topics/housing/renting/covid-19-and-renting-frequently-asked-questions>.

Kind regards,  
Dave



**Dave Tilley**

Director Compliance and Dispute Resolution  
Department of Justice  
(03) 6166 4637 | [david.tilley@justice.tas.gov.au](mailto:david.tilley@justice.tas.gov.au)  
[www.justice.tas.gov.au](http://www.justice.tas.gov.au)  
PO Box 56 Rosny Park TAS 7018



**From:** Louise Elliot [REDACTED]  
**Sent:** Monday, 17 January 2022 9:56 AM  
**To:** Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>  
**Subject:** Copy of Changes

Hi Dave

Can I please have a copy of the draft changes in writing in full? Not for publication but our lawyer needs to see the full wording to advise about our breach/frustration of contract clause. Thanks.

**From:** [Louise Elliot](#)  
**To:** [Tilley, David](#)  
**Subject:** ending leases  
**Date:** Friday, 4 February 2022 1:36:39 PM

---

Hi Dave

On the below page it reads as if ongoing leases can only be ended in the below ways, but there are other ways (e.g. breach, nuisance)... Can you confirm this for me, please?

Thanks

Non-fixed term leases:

- if the property is to be sold, renovated, rented to a family member or used for a purpose other than rental. In these cases, 42 days' notice must be given to the tenant. If the property is to be sold, the notice must be served with proof of an agreement to sell the property (for example, a de-identified contract for sale)
- a Notice to vacate can be given if the property is sold by a lending institution (eg a bank) to recover money owed by the owner. This notice must provide at least 60 days' prior to the date the tenant is to leave.

<https://www.cbos.tas.gov.au/topics/housing/renting/ending-a-tenancylease/owner-ending-lease>

**From:** [Tilley, David](#)  
**To:** [Louise Elliot](#)  
**Subject:** RE: damage  
**Date:** Monday, 7 February 2022 11:15:00 AM  
**Attachments:** [image001.jpg](#)  
[image002.png](#)

---

Hi Louise

Thanks for your emails, I will come back to you today on both issues.

Cheers,  
Dave



**Dave Tilley**

Director Compliance and Dispute Resolution  
Department of Justice  
(03) 6166 4637 | [david.tilley@justice.tas.gov.au](mailto:david.tilley@justice.tas.gov.au)  
[www.justice.tas.gov.au](http://www.justice.tas.gov.au)  
PO Box 56 Rosny Park TAS 7018



**From:** Louise Elliot [REDACTED]  
**Sent:** Friday, 4 February 2022 2:41 PM  
**To:** Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>  
**Subject:** damage

Hi Dave

When a tenant causes damage, say they broke a window blind, process needs to be followed and what options are available to the landlord and tenant?

- Must the tenant notify the owner of all damage regardless of how minor?
- Can the tenant just repair the damage themselves and not advise the owner?
- Can the owner require that they must be informed?
- Can the Owner require that the tenant coordinate their repair (as well as paying for it) (if it was caused or allowed by the tenant)?

Thanks



**From:** [Tilley, David](#)  
**To:** [Louise Elliot](#)  
**Subject:** RE: ending leases  
**Date:** Monday, 7 February 2022 5:18:00 PM  
**Attachments:** [image001.jpg](#)  
[image002.png](#)

---

Hi Louise

Thanks for both your emails. In respect to the ending of leases, we are currently in the process of updating our website content and the section you have highlighted is currently under review. Under the Act, a breach or nuisance can result in the lease being terminated regardless of whether the lease is for a fixed period or not.

In respect to your questions about damage, I will address them individually for ease:

*Must the tenant notify the owner of all damage regardless of how minor?*

Yes, the Act requires a tenant to notify an owner in the event repairs are needed, even if the owner isn't obliged to carry out the repairs (eg the tenant caused the damage).

*Can the tenant just repair the damage themselves and not advise the owner?*

No. The Act requires a tenant to notify an owner even if the tenant intends to or has completed repairs themselves.

*Can the owner require that they must be informed?*

The tenant has an obligation under the Act to inform the owner of any repairs.

*Can the Owner require that the tenant coordinate their repair (as well as paying for it) (if it was caused or allowed by the tenant)?*

A tenant is only required to return a damaged item to its previous condition; the Act is silent on coordination between tenant and owner. However, there is a specific exception for alterations/fixtures. A tenant is not to alter a property without permission and if they cause damage by removing an alteration they must notify the owner as soon as possible. It is at the owner's discretion whether the tenant is obliged to repair the damage themselves or compensate the owner for the reasonable costs incurred for repair arranged by the owner.

I trust this information assists.

Regards,  
Dave



**Dave Tilley**

Director Compliance and Dispute Resolution  
Department of Justice  
(03) 6166 4637 | [david.tilley@justice.tas.gov.au](mailto:david.tilley@justice.tas.gov.au)  
[www.justice.tas.gov.au](http://www.justice.tas.gov.au)  
PO Box 56 Rosny Park TAS 7018



**From:** Louise Elliot [REDACTED]  
**Sent:** Friday, 4 February 2022 1:36 PM  
**To:** Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>  
**Subject:** ending leases

Hi Dave

On the below page it reads as if ongoing leases can only be ended in the below ways, but there are other ways (e.g. breach, nuisance)... Can you confirm this for me, please?

Thanks

Non-fixed term leases:

- if the property is to be sold, renovated, rented to a family member or used for a purpose other than rental. In these cases, 42 days' notice must be given to the tenant. If the property is to be sold, the notice must be served with proof of an agreement to sell the property (for example, a de-identified contract for sale)
- a Notice to vacate can be given if the property is sold by a lending institution (eg a bank) to recover money owed by the owner. This notice must provide at least 60 days' prior to the date the tenant is to leave.

<https://www.cbos.tas.gov.au/topics/housing/renting/ending-a-tenancy/lease/owner-ending-lease>

**From:** [Ministerial](#)  
**To:** [CBOS Executive](#)  
**Cc:** [Ministerial](#)  
**Subject:** MIN/22/128 - Louise Elliot - Tasmanian Residential Rental Property Owners Association - Rental Programs Proposal - REQUEST FOR AA & DRAFT RESPONSE - DUE 24/2 - CAF  
**Date:** Friday, 18 February 2022 1:28:32 PM  
**Attachments:** [MIN 22 128 - Louise Elliot - Tasmanian Residential Rental Property Owners Association - Rental Programs Proposal - REQUEST FOR AA & DRAFT ~ CAF.msg](#)  
[image001.jpg](#)

---

Good afternoon, please see attached request for draft response due at AGO by 24/2.

Kind Regards

Bec

## **Bec Moody**

Ministerial Liaison Officer

Department of Justice

(03) 6165 4922 | [rebecca.moody@justice.tas.gov.au](mailto:rebecca.moody@justice.tas.gov.au)

[www.justice.tas.gov.au](http://www.justice.tas.gov.au)

GPO Box 825 Hobart TAS 7001 | Level 14, 110 Collins Street, Hobart, TAS 7000

cid:image007.jpg@01D7EC59.8D927870



*In recognition of the deep history and culture of this Island, we would like to acknowledge and pay our respects to all Tasmanian Aboriginal people; the past and present custodians of the Land.*

**From:** [Tilley, David](#)  
**To:** [Louise Elliot](#)  
**Subject:** RE: unreasonable rent increase applications  
**Date:** Tuesday, 1 March 2022 11:26:00 AM  
**Attachments:** [image001.jpg](#)  
[image002.png](#)  
[image003.png](#)

---

Hi Louise

Thanks for your email. I'm unable to disclose that information under the Act, but we can assess it under an RTI if you're able to submit one?

Thanks,  
Dave



**Dave Tilley**

Director Compliance and Dispute Resolution  
Department of Justice  
(03) 6166 4637 | [david.tilley@justice.tas.gov.au](mailto:david.tilley@justice.tas.gov.au)  
[www.justice.tas.gov.au](http://www.justice.tas.gov.au)  
PO Box 56 Rosny Park TAS 7018



**From:** Louise Elliot [REDACTED]  
**Sent:** Tuesday, 1 March 2022 10:15 AM  
**To:** Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>  
**Subject:** unreasonable rent increase applications

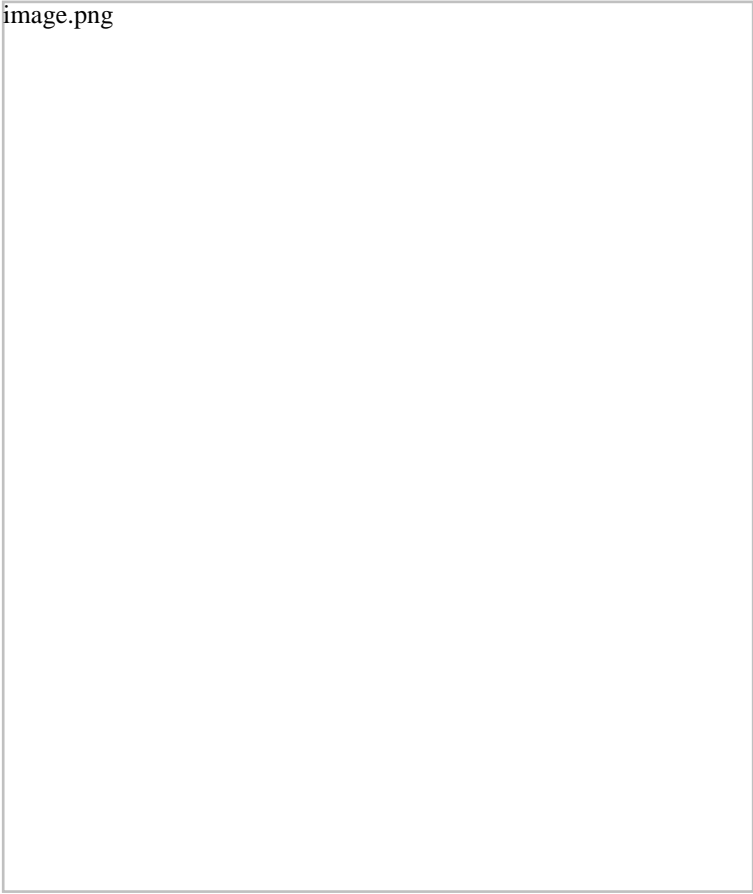
Hi Dave

Could I please have a de-identified copy of all reports associated with unreasonable rent increase applications to the Commissioner that have been undertaken over the past two years? Including the one referenced below?

Thank you

Louise

image.png



**From:** [Louise Elliot](#)  
**To:** [Tilley, David](#)  
**Subject:** unreasonable rent increase applications  
**Date:** Tuesday, 1 March 2022 10:15:48 AM  
**Attachments:** [image.png](#)

---

Hi Dave

Could I please have a de-identified copy of all reports associated with unreasonable rent increase applications to the Commissioner that have been undertaken over the past two years? Including the one referenced below?

Thank you

Louise

image.png



**From:** [Louise Elliot](#)  
**To:** [RTI](#)  
**Cc:** [Tilley, David](#)  
**Subject:** RTI Application to Office of the Residential Tenancy Commissioner - unreasonable rent increases  
**Date:** Wednesday, 2 March 2022 9:35:29 AM  
**Attachments:** [Right-to-Information-Application\\_UnreasonableRentIncreases.pdf](#)

---

Hi

Please find attached an RTI application. Can you please advise how payment of the fee can be made?

Thank you

Louise

## ***Right to Information Act 2009***

### **Application for Assessed Disclosure**

#### **Applicant's Details:**

**Name:**

Louise Elliot

**Title:**

Mrs

**Postal Address:**

██████████  
██████████

POSTCODE:

#### **Daytime contact information:**

**Telephone:**

Business

Home

Mobile

**Email:**

████████████████████

#### **Public Authority or Minister applied to:**

Office of the Residential Tenancy Commissioner, Dept of Justice

#### **General topic of information applied for:**

(one sentence summary of information requested)

Copies of reports prepared by the Office of the RTC (which include the determination) associated with applications for unreasonable rent increase to the RTC



## Description of efforts made prior to this application to obtain this information:

e.g. I have spoken to Service Tasmania or I have you looked at our website?

Website search, direct request to David Tilley with Office of the RTC

## Application Fee or Application to Waive the Fee:

### Application fee included (please tick)

Cheque or money order payable to Department of Justice for \$41.25

Or Pay to Department of Justice Operating Account at Westpac BSB 037001A/C No. 267793 – please include a payment reference - “RTI” and your name e.g. RTI AX Smith (fee current as at 1 July 2021)

No

Office Use: Fee Received and Receipted:

YES/NO

**OR**

<b>Application for waiver:</b> (please indicate category)	Member of Parliament, in relation to official business		Financial Hardship (eg holder of a Commonwealth Health Care Card)		General public interest or benefit (you will need to show that you intend to use the information for this purpose)	
Reason Application fee should be waived:						

(If there is insufficient room in the space provided please attach further details.)

## Proof of Identity:

If application is for release of your personal information you must provide proof of identity before we can release the information – if lodging by email or mail you will need to provide certified copies. (please tick if this applies to you)

NA

Office Use: Proof of Identity Sighted/Received and Acceptable

YES/NO

### Details of the information sought:

Please provide de-identified copies of all reports for all applications lodged with the Residential Tenancy Commissioner from 1 January 2019 to date

In saying 'reports' we are referring to the document produced by the Office of the RTC which outlines the details of the application, the basis on which the result of the application is made, and the outcome of the application itself.

---

(If there is insufficient room in the space provided please attach further details.)

**Applicant's Signature:**

*Louise Elliot*

**Date:**

2/3/22

## Information about assessed disclosure under the *Right to Information Act 2009*

### Object of the Act

Section 3 of the Act includes this statement of the objects of the Act:

- (1) The object of this Act is to improve democratic government in Tasmania –*
- (a) by increasing the accountability of the executive to the people of Tasmania; and*
  - (b) by increasing the ability of the people of Tasmania to participate in their governance; and*
  - (c) by acknowledging that information collected by public authorities is collected for and on behalf of the people of Tasmania and is the property of the State.*
- (2) This object is to be pursued by giving members of the public the right to obtain information held by public authorities and Ministers.*
- (3) This object is also to be pursued by giving members of the public the right to obtain information about the operations of Government.*
- (4) It is the intention of Parliament –*
- (a) that this Act be interpreted so as to further the object set out in subsection (1); and*
  - (b) that discretions conferred by this Act be exercised so as to facilitate and promote, promptly and at the lowest reasonable cost, the provision of the maximum amount of official information.*

### Applications for assessed disclosure

- Applications are to be addressed to:  
RTI Officer  
Department of Justice  
GPO Box 825  
Hobart TAS 7001
- Applications are to be made in writing and include the information required by Regulation 4 of the *Right to Information Regulations 2010*.
- Applications are to be accompanied by the application fee. This fee is 25 fee units, which is \$38.75 as at 1 July 2017 and is indexed annually.
- An applicant can apply for the application fee to be waived where the applicant is a Member of Parliament in the pursuit of their official duty; where the applicant is impecunious; and where the information sought is intended to be used for a purpose that is of general public interest or benefit

### Responsibilities of the public authority

- Applicants are to be notified of the decision on an application for assessed disclosure within 20 working days of the application being accepted by the public authority.
- Before the application is accepted, the public authority has a maximum of 10 working days to negotiate with the applicant to further define the application.
- If a need to consult with a third party arises, a further 20 working days will be allowed in addition to the original 20 days.
- If these time limits are not conformed with, the application will be deemed to be refused and the applicant may apply to the Ombudsman for a review of that decision.

### Proof of Identity

- If you are applying for personal information related to you which is held by a public authority you will need to provide proof of identity prior to any information being released to you. This should be done at the time of making your application.
- Photo Identification or a copy of photo identification which has been certified as a true copy by a Justice of the Peace or a Commissioner for Declarations is the minimum acceptable.

**From:** [Louise Elliot](#)  
**To:** [Tilley, David](#); [Graham, Peter J.](#)  
**Subject:** education training modules for landlords  
**Date:** Wednesday, 27 April 2022 2:11:00 PM

---

Hi Dave, Peter

We'll soon be launching two elearning modules that I've spoken to you about previously - they can be found here.

<https://www.tasmanianrentalowners.com/education>

See you Friday

Louise

**From:** [Louise Elliot](#)  
**To:** [Tilley, David](#); [Graham, Peter J.](#)  
**Subject:** links  
**Date:** Friday, 29 April 2022 12:57:05 PM  
**Attachments:** [Lease - Residential Lease Template \[TRRPO\] Final Version 1.1 8\\_03\\_2022 \(2\).pdf](#)

---

Hi Peter, Dave

Here's the article about what we're working on - elearning delivered, lease agreement template available to members, legal advice being procured as needed when key themes arise.

<https://www.tasmanianrentalowners.com/post/funding-to-support-compliant-and-harmonious-tenancies>

Lease attached - getting a version made that we can populate electronically

And other light reading.....

<https://www.louiseelliot.org/post/utas-relocation-absent-evidence-improper-relationships-flawed-concept>

<https://www.facebook.com/louiseelliothobart>

Thanks

Lou

**From:** [Tilley, David](#)  
**To:** [Louise Elliot](#); [Graham, Peter J.](#)  
**Subject:** RE: links  
**Date:** Friday, 29 April 2022 1:21:00 PM  
**Attachments:** [image001.jpg](#)  
[image002.png](#)

---

Hi Lou

Thanks for sending this through.

Also, the person at the Magistrates Court to speak to is Penelope Ikedife who is the Administrator of the Courts and can be contacted on (03) 6165 7633.

Kind regards,  
Dave



**Dave Tilley**

Director Compliance and Dispute Resolution  
Department of Justice  
(03) 6166 4637 | [david.tilley@justice.tas.gov.au](mailto:david.tilley@justice.tas.gov.au)  
[www.justice.tas.gov.au](http://www.justice.tas.gov.au)  
PO Box 56 Rosny Park TAS 7018



**From:** Louise Elliot [REDACTED]  
**Sent:** Friday, 29 April 2022 12:56 PM  
**To:** Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>; Graham, Peter J. <[Peter.J.Graham@justice.tas.gov.au](mailto:Peter.J.Graham@justice.tas.gov.au)>  
**Subject:** links

Hi Peter, Dave

Here's the article about what we're working on - elearning delivered, lease agreement template available to members, legal advice being procured as needed when key themes arise.

<https://www.tasmanianrentalowners.com/post/funding-to-support-compliant-and-harmonious-tenancies>

Lease attached - getting a version made that we can populate electronically

And other light reading.....

<https://www.louiseelliot.org/post/utas-relocation-absent-evidence-improper-relationships-flawed-concept>

<https://www.facebook.com/louiseelliothobart>

Thanks

Lou

**From:** [Tilley, David](#)  
**To:** [Louise Elliot](#)  
**Cc:** [Graham, Peter J.](#)  
**Subject:** RE: rent increase during fixed term lease  
**Date:** Tuesday, 28 June 2022 2:44:00 PM  
**Attachments:** [image001.jpg](#)  
[image002.png](#)

---

Hi Louise

Thanks for your email and I hope you're well.

If the parties sign a fixed-term lease for 2 or more years, an owner may increase the rent 12 months into the agreement (as of the anniversary date), and every 12 months thereafter. This presumes the lease agreement signed by the parties specifically allows for an increase in rent under that agreement.

If a fixed-term lease is renewed early, or if an owner intends to increase rent partway through a fixed-term, 12-month lease, then that increase should be clearly specified in the agreement. For example, "\$400 per week, increasing to \$410 per week on 28 June 2022". This allows a tenant to decide whether they wish to renew the lease for the increased amount. This assumes it has been at least 12 months since any previous increase took effect.

In the event a fixed-term lease agreement expires, the owner can increase the rent 12 months from the most recent lease/renewal date. For example, if a tenant has been in a property for 12 months, and they sign a renewal for 6 months at the end of this period, the owner can increase the rent 6 months after that agreement expires.

I trust this information assists.

Kind regards,  
Dave



**Dave Tilley**

Director Compliance and Dispute Resolution  
Department of Justice  
(03) 6166 4637 | [david.tilley@justice.tas.gov.au](mailto:david.tilley@justice.tas.gov.au)  
[www.justice.tas.gov.au](http://www.justice.tas.gov.au)  
PO Box 56 Rosny Park TAS 7018



**From:** Louise Elliot [REDACTED]  
**Sent:** Tuesday, 28 June 2022 10:08 AM  
**To:** Tilley, David <David.Tilley@justice.tas.gov.au>  
**Cc:** Graham, Peter J. <Peter.J.Graham@justice.tas.gov.au>  
**Subject:** rent increase during fixed term lease

Hi Dave

I'm receiving questions about rent increases, especially when fixed-term leases are involved.

Can you please confirm the situation with rent increases during a fixed-term lease for me please?

For example, if someone has a two year fixed lease and the lease allows for a rent increase, my understanding is that the rent can be increased no more frequently than every 12 months. So if the lease starts 1 January 2022, the earliest they could increase would be 1 January 2023. Is that correct?

And what about when someone has a 12 month fixed-term lease which ends but another 12 month fixed-term lease is entered into (before the 12 month one expires). Can the second 12 month lease be at a higher price if the lease is effective from the date that the first 12 month one expired (so it's at least 12 months in between the rent going up)?

And what if someone has a six month lease that expires and a new lease isn't arranged so they revert to ongoing lease. When is the earliest the rent can be increased? 12 months from the start of the ongoing lease (12 months after the 6 month lease expired) or 12 months from the start of the tenancy (so 6 months after the 6 month lease

expired)?

Thanks for your help

Louise



**From:** [Louise Elliot](#)  
**To:** [Tilley, David](#)  
**Cc:** [Graham, Peter J.](#)  
**Subject:** rent increase during fixed term lease  
**Date:** Tuesday, 28 June 2022 10:08:29 AM

---

Hi Dave

I'm receiving questions about rent increases, especially when fixed-term leases are involved.

Can you please confirm the situation with rent increases during a fixed-term lease for me please?

For example, if someone has a two year fixed lease and the lease allows for a rent increase, my understanding is that the rent can be increased no more frequently than every 12 months. So if the lease starts 1 January 2022, the earliest they could increase would be 1 January 2023. Is that correct?

And what about when someone has a 12 month fixed-term lease which ends but another 12 month fixed-term lease is entered into (before the 12 month one expires). Can the second 12 month lease be at a higher price if the lease is effective from the date that the first 12 month one expired (so it's at least 12 months in between the rent going up)?

And what if someone has a six month lease that expires and a new lease isn't arranged so they revert to ongoing lease. When is the earliest the rent can be increased? 12 months from the start of the ongoing lease (12 months after the 6 month lease expired) or 12 months from the start of the tenancy (so 6 months after the 6 month lease expired)?

Thanks for your help

Louise

**From:** [Louise Elliot](#)  
**To:** [Graham, Peter J.](#)  
**Cc:** [Tilley, David](#)  
**Subject:** Re: landlords info sessions  
**Date:** Wednesday, 27 July 2022 10:19:47 AM  
**Attachments:** [image003.jpg](#)  
[image006.jpg](#)  
[image002.png](#)

---

Thanks for this. That's a shame but yes, understand that with the legislation.

Are there other ways the department could help get the word out on our behalf? Do you do any newsletters, how about recipients of the Landlord Support Scheme payments?

We can do typically advertising but hoping to really hone in on existing owners.

Thanks

Louise

On Wed, 27 Jul 2022 at 10:07, Graham, Peter J. <[Peter.J.Graham@justice.tas.gov.au](mailto:Peter.J.Graham@justice.tas.gov.au)> wrote:

Hi Louise

Thank you for your email and it is great to hear that you will be running information sessions for property owners.

In respect to your request for CBOS to send emails to owners on your behalf, the *Personal Information Protection Act 2004* allows public information custodians such as CBOS to collect and store personal information for specific purposes.

The information collected through MyBond is for the purpose of managing rental bonds and cannot be used beyond that purpose.

Regards

Peter



**Peter Graham | Executive Director | Consumer, Building and Occupational Services**

Department of Justice

**p** (03) 6165 4757

**e** [peter.j.graham@justice.tas.gov.au](mailto:peter.j.graham@justice.tas.gov.au)

**w** [www.cbos.tas.gov.au](http://www.cbos.tas.gov.au)

PO Box 56, Rosny Park TAS 7000



*In recognition of the deep history and culture of this Island, we would like to acknowledge and pay our respects to all Tasmanian Aboriginal people; the past and present custodians of the Land.*

cid:image006.jpg@01D7CCC3.6F3D8230



**From:** Louise Elliot [REDACTED]  
**Sent:** Tuesday, 26 July 2022 10:13 AM  
**To:** Graham, Peter J. <[Peter.J.Graham@justice.tas.gov.au](mailto:Peter.J.Graham@justice.tas.gov.au)>; Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>  
**Subject:** landlords info sessions

Hi Peter, Dave

We're looking to do information sessions for owners across the state (not just the major centres) but thinking about the best way to reach potential attendees. if we were to prepare some promo material (text and/or flyer), is it possible for an email to come out from your team that goes to owners? Assuming you have the email addresses for owners from the MyBond database? Is that possible?

Thanks

Louise

---

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**From:** [Louise Elliot](#)  
**To:** [Graham, Peter J.](#); [Tilley, David](#)  
**Subject:** flushing toilet exemption - tiny homes composting toilet  
**Date:** Tuesday, 2 August 2022 2:33:28 PM  
**Attachments:** [image001.jpg](#)  
[image002.png](#)

---

Hi Peter

So in my spare time I'm looking to set up tiny home affordable private rentals in the inner CBD.

<https://bretts.com.au/tiny-homes/tiny-homes-wheelhouse-7>

I've got one of the above models underway which comes by default with a composting toilet - a [clean, green, award winning and accredited one](#):

[https://ecoflo.com.au/products/by-capacity/low-capacity?gclid=Cj0KCQjw852XBhC6ARIsAJsFPN00pJg2779Uc7ZZCW8IBCP\\_Kea2magOt-oiFBBftPrR6EOhm-d7QqAaAvVWEALw\\_wcB#!/Clivus-Multrum%E2%84%A2-Low-Profile-CM-LP/p/156366276/category=63813053](https://ecoflo.com.au/products/by-capacity/low-capacity?gclid=Cj0KCQjw852XBhC6ARIsAJsFPN00pJg2779Uc7ZZCW8IBCP_Kea2magOt-oiFBBftPrR6EOhm-d7QqAaAvVWEALw_wcB#!/Clivus-Multrum%E2%84%A2-Low-Profile-CM-LP/p/156366276/category=63813053)

As you'll see above, they're great homes for people who can live tiny - we're thinking singles and couples.

Given the composting option above isn't flushing so doesn't tick the minimum standards box in the tenant act, are you able to provide exemption to allow this?

I'm working with HCC and CBOS on the details of the site. The site will be serviced at least weekly which will include management of the composting toilets.

Thanks

Louise

----- Forwarded message -----

**From:** Louise Elliot [REDACTED]  
**Date:** Mon, 1 Aug 2022 at 15:31  
**Subject:** Re: Tiny Home question  
**To:** Hodgson, Henry <[Henry.Hodgson@justice.tas.gov.au](mailto:Henry.Hodgson@justice.tas.gov.au)>

Thanks for this information, Henry.

If the homes were to be owner-occupied, would the composting toilet model as listed below and in my original message be acceptable?

<https://ecoflo.com.au/products/by-brand/clivus-multrum#!/Domestic/c/20728118>

Thanks

Louise Elliot

On Mon, 1 Aug 2022, 2:45 pm Hodgson, Henry, <[Henry.Hodgson@justice.tas.gov.au](mailto:Henry.Hodgson@justice.tas.gov.au)> wrote:

Hi Louise,

Apologies for the slight delay in the response, we too are unfortunately affected by unplanned staff absences.

I refer to your question below,

### **From a landlord / tenant perspective,**

If these homes are going to be rented as defined by the Residential Tenancy Act 1997, then the Minimum standards for rental properties apply. To answer your questions directly I have summarised them as follows.

#### **Composting Toilet**

As these do not flush they do not meet the minimum standards. Each owner of the individual units would need to apply to the commissioner for an exemption. Although I cannot pre-empt this decision, previous exemptions have been allowed for secondary toilets in rural areas. An alternative such as an on-site waste water treatment plant would need approval from the city council.

#### **Electricity Connection.**

The electrical installation within the home would need to comply with both the AS/NZS 3000 and AS/NZS 3001 series of standards. the plug into a socket on site is not a problem provided it is installed and rated to meet the expected maximum demand of the individual installations. As it would be one title, TasNetworks will only provide one supply which your retailer (Aurora Energy) would install a meter. In order to meter each unit individually you would need to either provide sub metering or simply include the estimated electricity amount in the individual rentals.

#### **Stand alone water tank**

The tanks would be acceptable provided that they are suitable and fit for purpose to supply sufficient hot and cold water for use in the dwelling.

#### **Grey Water**

Again the grey water is acceptable provided they are suitable for use and meet the city council requirements.

#### **Further Information**

If a structure is a registerable vehicle it does not fall under the *building regulatory system*, note that this requirement is for a vehicle that is capable of being registered not necessarily actually being registered. A structure that is not capable of being registered, would then come under the building regulatory system and be required to comply with all of the requirements for that class of building and also building and plumbing approvals for the class of building.

This is a fact sheet that has more information on tiny homes and registerable vehicles:

[https://cbos.tas.gov.au/\\_data/assets/pdf\\_file/0014/414113/Fact-Sheet-Tiny-Houses.pdf](https://cbos.tas.gov.au/_data/assets/pdf_file/0014/414113/Fact-Sheet-Tiny-Houses.pdf)

#### **Lastly,**

Planning requirements are separate from building approvals and must be checked with a planner at the relevant council. From your email I understand that you are in early consultation with them which is always recommended.

I hope this all helps,

Best regards

Henry



**Henry Hodgson | Director, Technical Regulation & Occupational Licensing**  
**Consumer, Building and Occupational Services**

Department of Justice

**p** (03) 6166 4621

**e** [henry.hodgson@justice.tas.gov.au](mailto:henry.hodgson@justice.tas.gov.au)

**w** [www.cbos.tas.gov.au](http://www.cbos.tas.gov.au)

PO Box 56, Rosny Park TAS 7018



Helpline: 1300 654 499 (inside Tas)

[www.facebook.com/TasBuildingStandards](https://www.facebook.com/TasBuildingStandards)

Check out our new website at

[www.cbos.tas.gov.au](http://www.cbos.tas.gov.au)

Hi, I'm working on an initiative to bring temporary affordable rental properties to the inner Hobart CBD. We're looking to place four tiny homes on wheels on an underutilised site that's currently a carpark. This is the model we are looking at - <https://bretts.com.au/tiny-homes/tiny-homes-wheelhouse-7> I'm working with the Hobart City Council from a Planning perspective. We're looking to have these on the site as registerable vehicles that are not attached to the land for a period of two years under the Council's caravans bylaw. The site would be serviced, likely on a weekly basis, to include management of the composting toilet, top ups of drinking water, emptying of grey water. I have several questions for CBOS please: - the homes will need electricity and there is electricity available at the site. Can the homes be connected to the electricity onsite (plug in) without triggering any further permits? - the homes will have a composting toilet - model CM LP shown here - <https://ecoflo.com.au/products/by-brand/clivus-multitrum#!Domestic/c/20728118> is that acceptable? - for drinking water, the homes would be serviced by a small stand alone water tank and pump. Is this allowable? - for grey water, we're looking at a connecting the home to an above holding tank that's located under the home. Is this acceptable? Are there other grey water management solutions you can recommend? Can I please make a time to meet with someone ASAP about the above? greatly appreciate your help Louise Elliot

---

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The information in this transmission may be confidential and/or protected by legal professional privilege, and is intended only for the person or persons to whom it is addressed. If you are not such a person, you are warned that any disclosure, copying or dissemination of the information is unauthorised. If you have received the transmission in error, please immediately contact this office by telephone, fax or email, to inform us of the error and to enable arrangements to be made for the destruction of the transmission, or its return at our cost. No liability is accepted for any unauthorised use of the information contained in this transmission.

**From:** [Tilley, David](#)  
**To:** [Louise Elliot](#)  
**Cc:** [Graham, Peter J.](#)  
**Subject:** RE: Trashed property  
**Date:** Thursday, 4 August 2022 12:11:00 PM  
**Attachments:** [image001.jpg](#)  
[image002.png](#)

---

Hi Louise

Thanks for your email.

Although this office cannot pre-assess or otherwise prejudice the outcome of a potential bond claim/dispute, in general terms, the Residential Tenancy Commissioner has discretion to make reasonable inferences that a property was not leased in a condition like the ones shown in the photos you have provided. Discretion may be applied in such events where a property suffers significant fire or clear malicious damage.

Assuming there is a bond for this tenancy the owner is entitled to lodge a claim and the matter will be assessed on its merits.

I hope this assists.

Kind regards,  
Dave



**Dave Tilley**

Director Compliance and Dispute Resolution  
Department of Justice  
(03) 6166 4637 | [david.tilley@justice.tas.gov.au](mailto:david.tilley@justice.tas.gov.au)  
[www.justice.tas.gov.au](http://www.justice.tas.gov.au)  
PO Box 56 Rosny Park TAS 7018



**From:** Louise Elliot [REDACTED]  
**Sent:** Thursday, 4 August 2022 11:55 AM  
**To:** Graham, Peter J. <Peter.J.Graham@justice.tas.gov.au>; Tilley, David <David.Tilley@justice.tas.gov.au>  
**Subject:** Trashed property

Hi Dave, Peter

Owner just opened door to this. Last inspection was just before Christmas and wasn't like this.

Cat food tins included, unapproved pet.

Tenants has left owing rent, uncontactable.

There's no condition report, lease started 13 years ago.

Owner doesn't have leg to stand on, do they?

**From:** [Louise Elliot](#)  
**To:** [Graham, Peter J.](#); [Tilley, David](#)  
**Subject:** Trashed property  
**Date:** Thursday, 4 August 2022 11:55:33 AM  
**Attachments:** [received\\_463345038643767.jpeg](#)  
[received\\_2142688569246278.jpeg](#)  
[received\\_373319334949417.jpeg](#)  
[received\\_600895118212906.jpeg](#)

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Hi Dave, Peter

Owner just opened door to this. Last inspection was just before Christmas and wasn't like this.

Cat food tins included, unapproved pet.

Tenants has left owing rent, uncontactable.

There's no condition report, lease started 13 years ago.

Owner doesn't have leg to stand on, do they?



**From:** [Graham, Peter J.](#)  
**To:** [Louise Elliot](#)  
**Cc:** [Tilley, David](#)  
**Subject:** RE: flushing toilet exemption - tiny homes composting toilet  
**Date:** Friday, 12 August 2022 4:46:18 PM

---

Hi Louise

Thanks for your email and apologies for the delay in responding to you.

Exemptions to the Minimum Standards relating to bathrooms and toilets under section 36K of the *Residential Tenancy Act 1997* ('the Act') may be considered on a case-by-case basis. In regard to your query, exemptions for compostable toilets have been considered previously for structures in rural and remote areas where there is no ability to link to a reticulated sewerage system operated and there is no possibility to install an On-Site Wastewater Management System.

When considering exemptions to the Minimum Standards for existing structures, I assess not only the location of the premises itself but where the sanitary facility is located within the premises. In doing so, I use the National Construction Code as a guide. Under the NCC the location of the sanitary facility within the premises must meet certain minimum requirements, such as ventilation requirements, and the sanitary installation must be accredited to relevant Australian Standards (AS1546:2008) to ensure it is fit for purpose. Although the NCC does not apply to vehicles, it provides useful performance standards for sanitary systems.

I have considered your submission and I am of the view that an exemption to the Minimum Standards would not be appropriate in these circumstances as the intended location, being Hobart CBD, is not rural or remote. In my opinion, a deviation from the Minimum Standards is only appropriate in circumstances where a conventional flush system is not possible nor economically viable. Although these types of compostable toilets may be considered reasonable choices for vehicles that are constantly moved from location to location, I do not consider this to be an equivalent options where municipal waste management infrastructure in Hobart is sufficient for standard systems to be connected.

In coming to this view, I have considered the importance of ensuring appropriate sanitary standards that are essential for the health and safety of tenants in rental properties in addition to the potential health and sanitary risks created with the granting of an exemption. If an exemption were to be applied in this instance, it would be inconsistent with the above reasoning and would reduce our enforceability of the Minimum Standards. Given the small size of these vehicles, the risks posed by incorrect usage, poor maintenance or inadequate ventilation significantly increase for those contained in regular houses.

If you would like to discuss this further, please contact David Tilley in my team in the first instance.

Regards

Peter

**From:** Louise Elliot [REDACTED]  
**Sent:** Tuesday, 2 August 2022 11:59 AM  
**To:** Graham, Peter J. <Peter.J.Graham@justice.tas.gov.au>; Tilley, David <David.Tilley@justice.tas.gov.au>  
**Subject:** flushing toilet exemption - tiny homes composting toilet

Hi Peter

So in my spare time I'm looking to set up tiny home affordable private rentals in the inner CBD.

<https://bretts.com.au/tiny-homes/tiny-homes-wheelhouse-7>

I've got one of the above models underway which comes by default with a composting toilet - a [clean, green, award winning and accredited one](#):

[https://ecoflo.com.au/products/by-capacity/low-capacity?gclid=Cj0KCQjw852XBhC6ARIsAJsFPN00pJg2779Uc7ZZCW8lBCP\\_Kea2magOt-oiFBBftPrR6EOhm-d7QqAaAvVWEALw\\_wcB#!/Clivus-Multrum%E2%84%A2-Low-Profile-CM-LP/p/156366276/category=63813053](https://ecoflo.com.au/products/by-capacity/low-capacity?gclid=Cj0KCQjw852XBhC6ARIsAJsFPN00pJg2779Uc7ZZCW8lBCP_Kea2magOt-oiFBBftPrR6EOhm-d7QqAaAvVWEALw_wcB#!/Clivus-Multrum%E2%84%A2-Low-Profile-CM-LP/p/156366276/category=63813053)

As you'll see above, they're great homes for people who can live tiny - we're thinking singles and couples.

Given the composting option above isn't flushing so doesn't tick the minimum standards box in the tenant act, are you able to provide exemption to allow this?

I'm working with HCC and CBOS on the details of the site. The site will be serviced at least weekly which will include management of the composting toilets.

Thanks

Louise

----- Forwarded message -----

From: Louise Elliot [REDACTED]  
Date: Mon, 1 Aug 2022 at 15:31  
Subject: Re: Tiny Home question  
To: Hodgson, Henry <[Henry.Hodgson@justice.tas.gov.au](mailto:Henry.Hodgson@justice.tas.gov.au)>

Thanks for this information, Henry.

If the homes were to be owner-occupied, would the composting toilet model as listed below and in my original message be acceptable?

<https://ecoflo.com.au/products/by-brand/clivus-multrum#!/Domestic/c/20728118>

Thanks

Louise Elliot

On Mon, 1 Aug 2022, 2:45 pm Hodgson, Henry, <[Henry.Hodgson@justice.tas.gov.au](mailto:Henry.Hodgson@justice.tas.gov.au)> wrote:

Hi Louise,

Apologies for the slight delay in the response, we too are unfortunately affected by unplanned staff absences.

I refer to your question below,

**From a landlord / tenant perspective,**

If these homes are going to be rented as defined by the Residential Tenancy Act 1997, then the Minimum standards for rental properties apply. To answer your questions directly I have summarised them as follows.

**Composting Toilet**

As these do not flush they do not meet the minimum standards. Each owner of the individual units would need to apply to the commissioner for an exemption. Although I cannot pre-empt this decision, previous exemptions have been allowed for secondary toilets in rural areas. An alternative such as an on-site waste water treatment plant would need approval from the city council.

**Electricity Connection.**

The electrical installation within the home would need to comply with both the AS/NZS 3000 and AS/NZS 3001 series of standards. the plug into a socket on site is not a problem provided it is installed and rated to meet the expected maximum demand of the individual installations. As it would be one title, TasNetworks will only provide one supply which your retailer (Aurora Energy) would install a meter. In order to meter each unit individually you would need to either provide sub metering or simply include the estimated electricity amount in the individual rentals.

#### **Stand alone water tank**

The tanks would be acceptable provided that they are suitable and fit for purpose to supply sufficient hot and cold water for use in the dwelling.

#### **Grey Water**

Again the grey water is acceptable provided they are suitable for use and meet the city council requirements.

#### **Further Information**

If a structure is a registerable vehicle it does not fall under the *building regulatory system*, note that this requirement is for a vehicle that is capable of being registered not necessarily actually being registered. A structure that is not capable of being registered, would then come under the building regulatory system and be required to comply with all of the requirements for that class of building and also building and plumbing approvals for the class of building.

This is a fact sheet that has more information on tiny homes and registerable vehicles:

[https://cbos.tas.gov.au/\\_data/assets/pdf\\_file/0014/414113/Fact-Sheet-Tiny-Houses.pdf](https://cbos.tas.gov.au/_data/assets/pdf_file/0014/414113/Fact-Sheet-Tiny-Houses.pdf)

#### **Lastly,**

Planning requirements are separate from building approvals and must be checked with a planner at the relevant council. From your email I understand that you are in early consultation with them which is always recommended.

I hope this all helps,

Best regards

Henry

**Henry Hodgson | Director, Technical Regulation & Occupational Licensing**  
**Consumer, Building and Occupational Services**  
Department of Justice  
p (03) 6166 4621  
e [henry.hodgson@justice.tas.gov.au](mailto:henry.hodgson@justice.tas.gov.au)  
w [www.cbos.tas.gov.au](http://www.cbos.tas.gov.au)  
PO Box 56, Rosny Park TAS 7018

Helpline: 1300 654 499 (inside Tas)

[www.facebook.com/TasBuildingStandards](http://www.facebook.com/TasBuildingStandards)

Check out our new website at

[www.cbos.tas.gov.au](http://www.cbos.tas.gov.au)

Hi, I'm working on an initiative to bring temporary affordable rental properties to the inner Hobart CBD. We're looking to place four tiny homes on wheels on an underutilised site that's currently a carpark. This is the model we are looking at - <https://bretts.com.au/tiny-homes/tiny-homes-wheelhouse-7> I'm working with the Hobart City Council from a Planning perspective. We're looking to have these on the site as registerable vehicles that are not attached to the land for a period of two years under the Council's caravans bylaw. The site would be serviced, likely on a weekly basis, to include management of the composting toilet, top ups of drinking water, emptying of grey water. I have several questions for CBOS please: - the homes will need electricity and there is electricity available at the site. Can the homes be connected to the electricity onsite (plug in) without triggering any further permits? - the homes will have a composting toilet - model CM LP shown here - <https://ecoflo.com.au/products/by-brand/clivus-multrum#!/Domestic/c/20728118> is that acceptable? - for drinking water, the homes would be serviced by a small stand alone water tank and pump. Is this allowable? - for grey water, we're looking at a connecting the home to an above holding tank that's located under the home. Is this acceptable? Are there other grey water management solutions you can recommend? Can I please make a time to meet with someone ASAP

about the above? greatly appreciate your help Louise Elliot

---

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**From:** [Louise Elliot](#)  
**To:** [Tilley, David](#)  
**Subject:** Re: FW: flushing toilet exemption - tiny homes composting toilet  
**Date:** Monday, 22 August 2022 9:41:47 AM  
**Attachments:** [image001.jpg](#)  
[image002.png](#)

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Hi Dave

Sorry I haven't gotten back to you. I'm been forced offline by sick kids at home, which continues today.

The situation is:

- the site is being leased off UTAS for two years - the site needs to be returned to UTAS in the same state it was at the start of the lease - works to attach the homes to the sewerage therefore is not possible
- the initiative centres around being largely off-grid and eco-friendly - using heavy chemical toilets that 'flush' like a caravan defeats the purpose
- the site will be serviced weekly by a professional 'groundsperson'
- the initiative aims to provide the rent at affordable prices - this won't be possible if expensive infrastructure costs come in to it, and UTAS wouldn't give consent for this anyway
- in fact, the whole concept isn't possible if groundworks are required as the the lease is only two years for the land - there's no time to recoup the cost
- if red and green tape kill the concept, that's more affordable rental homes gone - that will kill these four intiattally and others which are planned and potential - and we have a housing crisis....
- how about conditions on approving the exemption? Quarterly report back to CBOS or something like that? presence of composting toilets made clear to tenants upon advertising?

Keen to meet too - sick kids keeping me stuck at home!

Louise

On Thu, 18 Aug 2022 at 16:48, Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)> wrote:

Hi Louise

I can pop over to the city on Monday if there's any aspect of this issue you would like to discuss or if there are other aspects you wish to draw our attention to?

Let me know if you're free and I'll come over.

Cheers,

Dave



**Dave Tilley**

Director Compliance and Dispute Resolution  
Department of Justice  
(03) 6166 4637 | [david.tilley@justice.tas.gov.au](mailto:david.tilley@justice.tas.gov.au)  
[www.justice.tas.gov.au](http://www.justice.tas.gov.au)  
PO Box 56 Rosny Park TAS 7018



---

**From:** Graham, Peter J. <[Peter.J.Graham@justice.tas.gov.au](mailto:Peter.J.Graham@justice.tas.gov.au)>  
**Sent:** Friday, 12 August 2022 4:46 PM  
**To:** Louise Elliot [REDACTED]  
**Cc:** Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>  
**Subject:** RE: flushing toilet exemption - tiny homes composting toilet

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If you would like to discuss this further, please contact David Tilley in my team in the first instance.

Regards

Peter

**From:** Louise Elliot [REDACTED]

**Sent:** Tuesday, 2 August 2022 11:59 AM

**To:** Graham, Peter J. <[Peter.J.Graham@justice.tas.gov.au](mailto:Peter.J.Graham@justice.tas.gov.au)>; Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>

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**Date:** Mon, 1 Aug 2022 at 15:31

**Subject:** Re: Tiny Home question

To: Hodgson, Henry <[Henry.Hodgson@justice.tas.gov.au](mailto:Henry.Hodgson@justice.tas.gov.au)>

Thanks for this information, Henry.

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Thanks

Louise Elliot

On Mon, 1 Aug 2022, 2:45 pm Hodgson, Henry, <[Henry.Hodgson@justice.tas.gov.au](mailto:Henry.Hodgson@justice.tas.gov.au)> wrote:

Hi Louise,

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I refer to your question below,

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Lastly,

Planning requirements are separate from building approvals and must be checked with a planner at the relevant council. From your email I understand that you are in early consultation with them which is always recommended.

I hope this all helps,

Best regards

Henry

**Henry Hodgson | Director, Technical Regulation & Occupational Licensing**

**Consumer, Building and Occupational Services**

Department of Justice

**p** (03) 6166 4621

**e** [henry.hodgson@justice.tas.gov.au](mailto:henry.hodgson@justice.tas.gov.au)

**w** [www.cbos.tas.gov.au](http://www.cbos.tas.gov.au)

PO Box 56, Rosny Park TAS 7018

Helpline: 1300 654 499 (inside Tas)

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Check out our new website at

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Hi, I'm working on an initiative to bring temporary affordable rental properties to the inner Hobart CBD. We're looking to place four tiny homes on wheels on an underutilised site that's currently a carpark. This is the model we are looking at - <https://bretts.com.au/tiny-homes/tiny-homes-wheelhouse-7> I'm working with the Hobart City Council from a Planning perspective. We're looking to have these on the site as registerable vehicles that are not attached to the land for a period of two years under the Council's caravans bylaw. The site would be serviced, likely on a weekly basis, to include management of the composting toilet, top ups of drinking water, emptying of grey water. I have several questions for CBOS please: - the homes will need electricity and there is electricity available at the site. Can the homes be connected to the electricity onsite (plug in) without triggering any further permits? - the homes will have a composting toilet - model CM LP shown here - <https://ecoflo.com.au/products/by-brand/clivus-multrum#!/Domestic/c/20728118> is that acceptable? - for drinking water, the homes would be serviced by a small stand alone water tank and pump. Is this allowable? - for grey water, we're looking at a connecting the home to an above holding tank that's located under the home. Is this acceptable? Are there other grey water management solutions you can recommend? Can I please make a time to meet with someone ASAP about the above? greatly appreciate your help Louise Elliot

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**From:** [Louise Elliot](#)  
**To:** [Tilley, David](#); [Stewart Page](#)  
**Subject:** flushing toilet exemption  
**Date:** Wednesday, 12 October 2022 11:09:06 AM

---

Hi Dave

Hope you're well.

The first tiny home has arrived onsite and it's located on the Sandy Bay UTAS campus.

Can Stewart and I (copied in) make a time to meet you to show you the site, discuss the concept and the rationale for us requesting exemption to the flushing toilet requirement?

Thanks

Louise

**From:** [Tilley, David](#)  
**To:** [Louise Elliot](#); [Stewart Page](#)  
**Subject:** RE: flushing toilet exemption  
**Date:** Thursday, 13 October 2022 5:59:00 PM  
**Attachments:** [image001.jpg](#)  
[image002.png](#)

---

Hi Louise

Thanks for your email. How long is your Tiny Home at the UTAS campus for? The schedule is chaotic at the moment but I am keen to see it.

I hope all is well on your front as well, I'm sure you're counting down to the end of this month as I am!

Cheers,  
Dave



**Dave Tilley**

Director Compliance and Dispute Resolution  
Department of Justice  
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[www.justice.tas.gov.au](http://www.justice.tas.gov.au)  
PO Box 56 Rosny Park TAS 7018



**From:** Louise Elliot [REDACTED]  
**Sent:** Wednesday, 12 October 2022 11:09 AM  
**To:** Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>; Stewart Page [REDACTED]  
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**To:** [Louise Elliot](#)  
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**Date:** Thursday, 18 August 2022 4:48:00 PM  
**Attachments:** [image001.jpg](#)  
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---

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**Sent:** Friday, 12 August 2022 4:46 PM  
**To:** Louise Elliot [REDACTED]  
**Cc:** Tilley, David <David.Tilley@justice.tas.gov.au>  
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**To:** Graham, Peter J. <[Peter.J.Graham@justice.tas.gov.au](mailto:Peter.J.Graham@justice.tas.gov.au)>; Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>  
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So in my spare time I'm looking to set up tiny home affordable private rentals in the inner CBD.

<https://bretts.com.au/tiny-homes/tiny-homes-wheelhouse-7>

I've got one of the above models underway which comes by default with a composting toilet - a [clean, green, award winning and accredited one](#):

[https://ecoflo.com.au/products/by-capacity/low-capacity?gclid=Cj0KCQjw852XBhC6ARIsAJsFPN00pJg2779Uc7ZZCW8lBCP\\_Kea2magOt-oiFBBftPrR6EOhm-d7QqAaAvVWEALw\\_wcB#!/Clivus-Multrum%E2%84%A2-Low-Profile-CM-LP/p/156366276/category=63813053](https://ecoflo.com.au/products/by-capacity/low-capacity?gclid=Cj0KCQjw852XBhC6ARIsAJsFPN00pJg2779Uc7ZZCW8lBCP_Kea2magOt-oiFBBftPrR6EOhm-d7QqAaAvVWEALw_wcB#!/Clivus-Multrum%E2%84%A2-Low-Profile-CM-LP/p/156366276/category=63813053)

As you'll see above, they're great homes for people who can live tiny - we're thinking singles and couples.

Given the composting option above isn't flushing so doesn't tick the minimum standards box in the tenant act, are you able to provide exemption to allow this?

I'm working with HCC and CBOS on the details of the site. The site will be serviced at least weekly which will include management of the composting toilets.

Thanks

Louise

----- Forwarded message -----

**From:** Louise Elliot [REDACTED]  
**Date:** Mon, 1 Aug 2022 at 15:31  
**Subject:** Re: Tiny Home question  
**To:** Hodgson, Henry <[Henry.Hodgson@justice.tas.gov.au](mailto:Henry.Hodgson@justice.tas.gov.au)>

Thanks for this information, Henry.

If the homes were to be owner-occupied, would the composting toilet model as listed below and in my original message be acceptable?

<https://ecoflo.com.au/products/by-brand/clivus-multrum#!/Domestic/c/20728118>

Thanks

Louise Elliot

On Mon, 1 Aug 2022, 2:45 pm Hodgson, Henry, <[Henry.Hodgson@justice.tas.gov.au](mailto:Henry.Hodgson@justice.tas.gov.au)> wrote:

Hi Louise,

Apologies for the slight delay in the response, we too are unfortunately affected by unplanned staff absences. I refer to your question below,

**From a landlord / tenant perspective,**

If these homes are going to be rented as defined by the Residential Tenancy Act 1997, then the Minimum standards for rental properties apply. To answer your questions directly I have summarised them as follows.

**Composting Toilet**

As these do not flush they do not meet the minimum standards. Each owner of the individual units would need to apply to the commissioner for an exemption. Although I cannot pre-empt this decision, previous exemptions have been allowed for secondary toilets in rural areas. An alternative such as an on-site waste water treatment plant would need approval from the city council.

**Electricity Connection.**

The electrical installation within the home would need to comply with both the AS/NZS 3000 and AS/NZS 3001 series of standards. the plug into a socket on site is not a problem provided it is installed and rated to meet the expected maximum demand of the individual installations. As it would be one title, TasNetworks will only provide one supply which your retailer (Aurora Energy) would install a meter. In order to meter each unit individually you would need to either provide sub metering or simply include the estimated electricity amount in the individual rentals.

**Stand alone water tank**

The tanks would be acceptable provided that they are suitable and fit for purpose to supply sufficient hot and cold water for use in the dwelling.

**Grey Water**

Again the grey water is acceptable provided they are suitable for use and meet the city council requirements.

**Further Information**

If a structure is a registerable vehicle it does not fall under the *building regulatory system*, note that this requirement is for a vehicle that is capable of being registered not necessarily actually being registered. A structure that is not capable of being registered, would then come under the building regulatory system and be required to comply with all of the requirements for that class of building and also building and plumbing approvals for the class of building.

This is a fact sheet that has more information on tiny homes and registerable vehicles:

[https://cbos.tas.gov.au/\\_data/assets/pdf\\_file/0014/414113/Fact-Sheet-Tiny-Houses.pdf](https://cbos.tas.gov.au/_data/assets/pdf_file/0014/414113/Fact-Sheet-Tiny-Houses.pdf)

**Lastly,**

Planning requirements are separate from building approvals and must be checked with a planner at the relevant council. From your email I understand that you are in early consultation with them which is always recommended.

I hope this all helps,

Best regards

Henry

**Henry Hodgson | Director, Technical Regulation & Occupational Licensing**  
**Consumer, Building and Occupational Services**  
Department of Justice  
p (03) 6166 4621  
e [henry.hodgson@justice.tas.gov.au](mailto:henry.hodgson@justice.tas.gov.au)  
w [www.cbos.tas.gov.au](http://www.cbos.tas.gov.au)

Helpline: 1300 654 499 (inside Tas)  
[www.facebook.com/TasBuildingStandards](https://www.facebook.com/TasBuildingStandards)

Check out our new website at  
[www.cbos.tas.gov.au](http://www.cbos.tas.gov.au)

Hi, I'm working on an initiative to bring temporary affordable rental properties to the inner Hobart CBD. We're looking to place four tiny homes on wheels on an underutilised site that's currently a carpark. This is the model we are looking at - <https://bretts.com.au/tiny-homes/tiny-homes-wheelhouse-7> I'm working with the Hobart City Council from a Planning perspective. We're looking to have these on the site as registerable vehicles that are not attached to the land for a period of two years under the Council's caravans bylaw. The site would be serviced, likely on a weekly basis, to include management of the composting toilet, top ups of drinking water, emptying of grey water. I have several questions for CBOS please: - the homes will need electricity and there is electricity available at the site. Can the homes be connected to the electricity onsite (plug in) without triggering any further permits? - the homes will have a composting toilet - model CM LP shown here - <https://ecoflo.com.au/products/by-brand/clivus-multrum#!/Domestic/c/20728118> is that acceptable? - for drinking water, the homes would be serviced by a small stand alone water tank and pump. Is this allowable? - for grey water, we're looking at a connecting the home to an above holding tank that's located under the home. Is this acceptable? Are there other grey water management solutions you can recommend? Can I please make a time to meet with someone ASAP about the above? greatly appreciate your help Louise Elliot

---

CONFIDENTIALITY NOTICE AND DISCLAIMER

The information in this transmission may be confidential and/or protected by legal professional privilege, and is intended only for the person or persons to whom it is addressed. If you are not such a person, you are warned that any disclosure, copying or dissemination of the information is unauthorised. If you have received the transmission in error, please immediately contact this office by telephone, fax or email, to inform us of the error and to enable arrangements to be made for the destruction of the transmission, or its return at our cost. No liability is accepted for any unauthorised use of the information contained in this transmission.



**From:** [Louise Elliot](#)  
**To:** [Tilley, David](#)  
**Subject:** Fwd: Application of RTA to house sharing  
**Date:** Friday, 10 March 2023 10:32:49 AM  
**Attachments:** [Screenshot\\_20230310\\_102827\\_Chrome.jpg](#)

---

Hi Dave, hope you are well.

I have a question about the attached.

What's the situation where an owner-occupier wants to rent out one bedroom in the property they live in? The RTA doesn't apply, does it?

Wondering why it specifically mentions two bedrooms on the attached.

Thanks

Lou

**From:** [Louise Elliot](#)  
**To:** [Tilley, David](#)  
**Subject:** Re: Application of RTA to house sharing  
**Date:** Friday, 10 March 2023 3:16:59 PM  
**Attachments:** [image002.jpg](#)  
[image002.jpg](#)

---

Great, thanks for this

Lou

On Fri, 10 Mar 2023, 11:11 am Tilley, David, <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)> wrote:

Hi Lou,

Thank you for your email and I hope all is going well with the new role.

Non-application of the Act is provided by Section 6. It states the Act does not apply to any boarding premises located in a building containing less than 3 boarding premises where the owner occupies the same building as a principal place of residence. You are correct, the Act does not apply where an owner-occupier wants to rent out one bedroom in the property they live in.

The CBOS website quotes two bedrooms in reference to the requirement for non-application of the Act being less than three boarding premises in the same building. I accept this is ambiguous and I appreciate you bringing it to my attention. We will endeavour to have the wording changed on the website so it better conveys the intention of the Act.

I trust this assists.

Thanks,  
Dave

**Dave Tilley** (he, him, his)

Director Compliance and Dispute Resolution | Consumer, Building and Occupational Services

Department of Justice

(03) 6166 4637 | [david.tilley@justice.tas.gov.au](mailto:david.tilley@justice.tas.gov.au)

[www.justice.tas.gov.au](http://www.justice.tas.gov.au)

Email signature block Jan 23 new



In recognition of the deep history and culture of this Island, I acknowledge and pay my respects to all Tasmanian Aboriginal people; the past and present custodians of the Land.

**From:** Louise Elliot [REDACTED]  
**Sent:** Friday, 10 March 2023 10:33 AM  
**To:** Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>  
**Subject:** Fwd: Application of RTA to house sharing

Hi Dave, hope you are well.

I have a question about the attached.

What's the situation where an owner-occupier wants to rent out one bedroom in the property they live in? The RTA doesn't apply, does it?

Wondering why it specifically mentions two bedrooms on the attached.

Thanks

Lou

---

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The information in this transmission may be confidential and/or protected by legal professional privilege, and is intended only for the person or persons to whom it is addressed. If you are not such a person, you are warned that any disclosure, copying or dissemination of the information is unauthorised. If you have received the transmission in error, please immediately contact this office by telephone, fax or email, to inform us of the error and to enable arrangements to be made for the destruction of the transmission, or its return at our cost. No liability is accepted for any unauthorised use of the information contained in this transmission.

**From:** [Tilley, David](#)  
**To:** [Louise Elliot](#)  
**Subject:** RE: rental owners info sessions  
**Date:** Wednesday, 5 April 2023 10:27:00 PM  
**Attachments:** [image002.jpg](#)

---

Hi Louise

Thanks for the information regarding your sessions. I am in a different role for the foreseeable future so I will pass this on to the Rental unit for their information.

Kind regards,  
Dave

**Dave Tilley** (he, him, his)

A/Director Policy and Stakeholder Engagement | Consumer, Building and Occupational Services  
Department of Justice  
(03) 6165 3427 | [david.tilley@justice.tas.gov.au](mailto:david.tilley@justice.tas.gov.au)  
[www.justice.tas.gov.au](http://www.justice.tas.gov.au)

Email signature block Jan 23 new



In recognition of the deep history and culture of this Island, I acknowledge and pay my respects to all Tasmanian Aboriginal people; the past and present custodians of the Land.

**From:** Louise Elliot [REDACTED]  
**Sent:** Wednesday, 5 April 2023 9:20 AM  
**To:** Tilley, David <David.Tilley@justice.tas.gov.au>; Graham, Peter J. <Peter.J.Graham@justice.tas.gov.au>  
**Subject:** rental owners info sessions

Hi Dave, Peter

We've scheduled a series of info sessions for rental owners across the state - see below link.

<https://www.eventbrite.com.au/o/tasmanian-rental-property-owners-association-63219589903>

Passing on as FYI but also in case there is any opportunity to share these through your communication with owners.

Thanks

Louise

**From:** [Louise Elliot](#)  
**To:** [Tilley, David](#); [Graham, Peter J.](#)  
**Subject:** rental owners info sessions  
**Date:** Wednesday, 5 April 2023 9:20:30 AM

---

Hi Dave, Peter

We've scheduled a series of info sessions for rental owners across the state - see below link.

<https://www.eventbrite.com.au/o/tasmanian-rental-property-owners-association-63219589903>

Passing on as FYI but also in case there is any opportunity to share these through your communication with owners.

Thanks

Louise

**From:** [Louise Elliot](#)  
**To:** [Residential Tenancy Commissioner](#)  
**Cc:** [REDACTED]  
**Subject:** [REDACTED] - fine related to lodgement of bond  
**Date:** Wednesday, 19 July 2023 9:50:51 AM  
**Attachments:** [REDACTED]

---

Dear Residential Tenancy Commissioner

I've been contacted by [REDACTED] as President of the Tasmanian Residential Rental Property Owners Association. [REDACTED] has reached out asking for assistance in understanding processes and the letter (attached) related to the management of security deposits.

After explaining her situation, it was clear to me that [REDACTED] had very limited understanding of the current rules around security deposits. She was unaware of MyBond and she did not know who the Residential Tenancy Commissioner was and had confused this with the Tenants Union. To be honest, the clear impression I got was that [REDACTED] has very limited understanding of the legislation that applies to residential tenancies, including the management of bonds.

On a positive note, we're very pleased that [REDACTED] has reached out to our Association. She is now a member and is going through the education tools we have available. I have explained to [REDACTED] the requirements related to security deposits. I believe that [REDACTED] now has the knowledge and understanding she needs. [REDACTED] has successfully completed undertaken both of the learning modules contained here - <https://www.tasmanianrentalowners.com/education>

[REDACTED] is understandably very distressed at being fined for inadvertently not following the legislation related to bonds. As stated, it is my view that she genuinely had no idea of the rules and that not lodging the bond was not intentional. [REDACTED] is a comparatively young rental owner. As I'm sure you are aware, owners are not given a handbook or similar when they purchase an investment property or switch to renting out their own property. It is hard to know what you don't know. [REDACTED] has also expressed that financially the bill of \$1700 will put significant financial stress on her during a cost of living crisis.

I'm writing, on behalf of [REDACTED], to see if there is **any flexibility in withdrawing this fine** given not lodging the bond was not intentional and [REDACTED] now has the knowledge and support needed to be compliant going forward.

Thank you for considering this request.

Louise Elliot

President, Tasmanian Residential Rental property Owners Association.

**From:** [Residential Tenancy Commissioner](#)  
**To:** [Louise Elliot](#)  
**Subject:** RE: Tayla Winter - fine related to lodgement of bond  
**Date:** Wednesday, 19 July 2023 10:53:00 AM  
**Attachments:** [image001.jpg](#)

---

Good morning Louise.

Thank you for your enquiry.

However, the information provided to you by your member is not correct. If you require details regarding previous compliance actions taken by this office you will need to supply an authority from [REDACTED] for us to provide you this information.

If [REDACTED] has concerns about paying the penalty she should contact the Monetary Penalties Enforcement Service for advice. We will not be withdrawing the infringement notice.

Regards,

**Paul Cummins**

Assistant Director | Compliance and Dispute Resolution  
Department of Justice  
1300 654 499 | [cbos.info@justice.tas.gov.au](mailto:cbos.info@justice.tas.gov.au)  
[www.justice.tas.gov.au](http://www.justice.tas.gov.au)  
30 Gordons Hill Road, Rosny Park 7018 | PO Box 56 Rosny Park TAS 7018



---

**From:** Louise Elliot [REDACTED]  
**Sent:** Wednesday, 19 July 2023 9:50 AM  
**To:** Residential Tenancy Commissioner <[Residential.TenancyCommissioner@justice.tas.gov.au](mailto:Residential.TenancyCommissioner@justice.tas.gov.au)>  
**Cc:** [REDACTED]  
**Subject:** [REDACTED] - fine related to lodgement of bond

Dear Residential Tenancy Commissioner

I've been contacted by [REDACTED] as President of the Tasmanian Residential Rental Property Owners Association. [REDACTED] has reached out asking for assistance in understanding processes and the letter (attached) related to the management of security deposits.

After explaining her situation, it was clear to me that [REDACTED] had very limited understanding of the current rules around security deposits. She was unaware of MyBond and she did not know who the Residential Tenancy Commissioner was and had confused this with the Tenants Union. To be honest, the clear impression I got was that [REDACTED] has very limited understanding of the legislation that applies to residential tenancies, including the management of bonds.

On a positive note, we're very pleased that [REDACTED] has reached out to our Association. She is now a member and is going through the education tools we have available. I have explained to [REDACTED] the requirements related to security deposits. I believe that [REDACTED] now has the knowledge and understanding she needs. [REDACTED] has successfully completed undertaken both of the learning modules contained here - <https://www.tasmanianrentalowners.com/education>

[REDACTED] is understandably very distressed at being fined for inadvertently not following the legislation related to bonds. As stated, it is my view that she genuinely had no idea of the rules and that not lodging the bond was not intentional. [REDACTED] is a comparatively young rental owner. As I'm sure you are aware, owners are not given a handbook or similar when they purchase an investment property or switch to renting out their own property. It is hard to know what you don't know. [REDACTED] has also expressed that financially the bill of \$1700 will put significant financial stress on her during a cost of living crisis.

I'm writing, on behalf of [REDACTED], to see if there is **any flexibility in withdrawing this fine** given not lodging the bond was not intentional and [REDACTED] now has the knowledge and support needed to be compliant going forward.

Thank you for considering this request.

Louise Elliot

President, Tasmanian Residential Rental property Owners Association.

**CC/23/19**

2 August 2023

Louise Elliot  
President Tasmanian Residential Rental Property Owners Association

via email: [REDACTED]

Dear Louise Elliot

## **REQUIREMENT TO PROVIDE INFORMATION**

### **Section 15 Consumer Affairs Act 1988**

#### **Why have I got this letter?**

Consumer, Building and Occupational Services (CBOS), are responsible for the administration of the *Residential Tenancy Act 1997*.

The Director of Consumer Affairs and Fair Trading, is of the opinion that you are in possession of information, documents or materials relating to property owner [REDACTED] receiving a security deposit(s) in contravention of section 25(4) of the *Residential Tenancy Act 1997* in relation to a tenancy at [REDACTED]

#### **Why has this Requirement been made?**

The Director is prosecuting a matter in relation to an offence under the *Residential Tenancy Act 1997* and has formed the view you may be in possession of material relevant to the prosecution.

#### **The Authority to make this Requirement**

The relevant sections of the *Consumer Affairs Act 1988* (the Act) state:

##### **3A. Application of this Act**

*The functions and powers conferred by this Act may be performed or exercised in respect of any contravention of, or matter arising under, the Collections for Charities Act 2001, the Motor Vehicle*



Traders Act 2011 , the Prepaid Funerals Act 2004 , the Residential Tenancy Act 1997 or the Retirement Villages Act 2004

#### **15. Powers of authorized officers to require delivery of documents**

- (1) Where an authorized officer has reason to believe that a person has in his possession any invoice, record, or other document, which is relevant to a matter under this Act, he may require that person to deliver that invoice, record, or other document, or a copy of that invoice, record, or other document, as directed.
- (2) The requisition under subsection (1) may specify that the document or copy is to be delivered –
- (a) at a specified place; and
  - (b) to the Director or any authorized officer; and
  - (c) at, by, or within a specified time; and
  - (d) in person, by certified mail, or in a specified manner.

#### **16. Obstruction, &c., of authorized officer**

- (1) A person shall not –
- (a) assault, resist, impede, or obstruct an authorized officer in the exercise of his powers, or in the discharge of his duties under this Act, or attempt so to do; or
  - (b) use threatening, abusive, or insulting language to an authorized officer engaged in the exercise of his powers or in the discharge of his duties under this Act or to any person assisting an authorized officer who is so engaged; or
  - (c) fail to furnish information when requested to do so by an authorized officer under this Act; or
  - (d) furnish false or misleading information to an authorized officer; or
  - (e) fail to comply with a lawful request, direction, or requisition of an authorized officer; or
  - (f) fail to produce to an authorized officer any invoice, document, or record whatsoever in his possession or at his disposal when required to do so; or
  - (g) impersonate an authorized officer.

Penalty: Fine not exceeding 10 penalty units.

### **The Requirement**

As an authorised officer appointed under section 13 of the Act, I, Paul Cummins, Assistant Director CBOS, Compliance and Dispute Resolution, have formed the opinion that you, Louise Elliot, (hereafter referred to as 'you') may be in possession of information, documents or materials relevant to the administration of the Act.

I hereby require you, pursuant to the authority vested in me by section 15 of the Act, to provide the following information -

- a) Copies of all communication, including but not limited to, emails, notes, records, phone records or logs, to/from [REDACTED] in relation to receiving a security deposit(s) from a tenant(s) for a tenancy at the property located at [REDACTED]; and
- b) Copies of all communication, including but not limited to, emails, notes, records, phone records or logs, to/from [REDACTED] in relation to her receipt of CBOS' letter 'Notice – Investigation Completion' dated 21 June 2023.

## **What must I do?**

You must comply with this requirement unless you have a reasonable excuse not to do so. Your reasonable excuse must be authorised, justified or excused for by law. You may commit an offence if you elect not to respond or are too busy to meet the requirements.

If you believe you have a reasonable excuse as to why you cannot comply with the requirement, please provide your reasonable excuse in writing by **14 August 2023**.

## **When must I do it by?**

Your response to the requirement must be provided by **14 August 2023**. You can elect to provide your response by post or email.

Email – [rtc@justice.tas.gov.au](mailto:rtc@justice.tas.gov.au)

Post - Director of Consumer Affairs and Fair Trading  
Consumer, Building and Occupational Services  
P.O. Box 56  
Rosny Park  
Tasmania 7018.

Should you wish to discuss this Notice, please contact me at [paul.cummins@justice.tas.gov.au](mailto:paul.cummins@justice.tas.gov.au).

I look forward to receiving your reply.

Yours sincerely

Paul Cummins  
**Assistant Director – Consumer, Building and Occupational Services**

**From:** [Cummins, Paul](#)  
**To:** [Louise Elliot](#)  
**Subject:** Requirement to Provide Information - Louise Elliot - TRRPOA - [REDACTED] - CC/23/19  
**Date:** Wednesday, 2 August 2023 11:04:00 AM  
**Attachments:** [Instrument of Declaration - Consumer Affairs Act 1988 - Authorised Officers.pdf](#)  
[image001.jpg](#)

---

Good morning Louise.

I am following up your email below. Please find attached a requirement to provide information in relation to this matter. A response is due by **14 August 2023**.

Regards,

**Paul Cummins**

Assistant Director | Compliance and Dispute Resolution

Department of Justice

1300 654 499 | [cbos.info@justice.tas.gov.au](mailto:cbos.info@justice.tas.gov.au)

[www.justice.tas.gov.au](http://www.justice.tas.gov.au)

30 Gordons Hill Road, Rosny Park 7018 | PO Box 56 Rosny Park TAS 7018



---

**From:** Louise Elliot [REDACTED]  
**Sent:** Wednesday, 19 July 2023 9:50 AM  
**To:** Residential Tenancy Commissioner <[Residential.TenancyCommissioner@justice.tas.gov.au](mailto:Residential.TenancyCommissioner@justice.tas.gov.au)>  
**Cc:** [REDACTED]  
**Subject:** [REDACTED] - fine related to lodgement of bond

Dear Residential Tenancy Commissioner

I've been contacted by [REDACTED] as President of the Tasmanian Residential Rental Property Owners Association. [REDACTED] has reached out asking for assistance in understanding processes and the letter (attached) related to the management of security deposits.

After explaining her situation, it was clear to me that [REDACTED] had very limited understanding of the current rules around security deposits. She was unaware of MyBond and she did not know who the Residential Tenancy Commissioner was and had confused this with the Tenants Union. To be honest, the clear impression I got was that [REDACTED] has very limited understanding of the legislation that applies to residential tenancies, including the management of bonds.

On a positive note, we're very pleased that [REDACTED] has reached out to our Association. She is now a member and is going through the education tools we have available. I have explained to [REDACTED] the requirements related to security deposits. I believe that [REDACTED] now has the knowledge and understanding she needs. [REDACTED] has successfully completed undertaken both of the learning modules contained here - <https://www.tasmanianrentalowners.com/education>.

[REDACTED] is understandably very distressed at being fined for inadvertently not following the legislation related to bonds. As stated, it is my view that she genuinely had no idea of the rules and that not lodging the bond was not intentional. [REDACTED] is a comparatively young rental owner. As I'm sure you are aware, owners are not given a handbook or similar when they purchase an investment property or switch to renting out their own property. It is hard to know what you don't know. [REDACTED] has also expressed that financially the bill of \$1700 will put significant financial stress on her during a cost of living crisis.

I'm writing, on behalf of [REDACTED], to see if there is **any flexibility in withdrawing this fine** given not lodging the bond was not intentional and [REDACTED] now has the knowledge and support needed to be compliant going forward.

Thank you for considering this request.

Louise Elliot

President, Tasmanian Residential Rental property Owners Association.

**From:** [Louise Elliot](#)  
**To:** [Cummins, Paul](#)  
**Subject:** Re: CM: Requirement to Provide Information - Louise Elliot - TRRPOA - [REDACTED] - CC/23/19  
**Date:** Tuesday, 15 August 2023 9:30:12 AM  
**Attachments:** [image001.jpg](#)

---

Thanks

I've sent you everything I have now. Anything else, just let me know.

On Tue, 15 Aug 2023 at 09:26, Cummins, Paul <[Paul.Cummins@justice.tas.gov.au](mailto:Paul.Cummins@justice.tas.gov.au)> wrote:

Hello Louise.

Not a worry at all and thanks for getting back to me.

Regards,

**Paul Cummins**

Assistant Director | Compliance and Dispute Resolution

Department of Justice

1300 654 499 | [cbos.info@justice.tas.gov.au](mailto:cbos.info@justice.tas.gov.au)

[www.justice.tas.gov.au](http://www.justice.tas.gov.au)

30 Gordons Hill Road, Rosny Park 7018 | PO Box 56 Rosny Park TAS 7018



---

**From:** Louise Elliot [REDACTED]  
**Sent:** Tuesday, 15 August 2023 9:19 AM  
**To:** Cummins, Paul <[Paul.Cummins@justice.tas.gov.au](mailto:Paul.Cummins@justice.tas.gov.au)>  
**Subject:** Re: CM: Requirement to Provide Information - Louise Elliot - TRRPOA - [REDACTED] - CC/23/19

Hi Paul

Sorry, i skipped over this. I thought it was related to getting consent form [REDACTED] for me to talk to RTC on her behalf and based on the reply I forst got I thought there was no point as the decision was made.

I've just read the letter from you - I'll pull together what I have now and send it through immediately.

Louise

On Tue, 15 Aug 2023 at 08:07, Cummins, Paul <[Paul.Cummins@justice.tas.gov.au](mailto:Paul.Cummins@justice.tas.gov.au)> wrote:

Good morning Louise.

I am following up the requirement to provide information by yesterday 14 August. Could you please advise whether you need addition time or whether you intend not to comply with the requirement?

Regards,

**Paul Cummins**

Assistant Director | Compliance and Dispute Resolution

Department of Justice

1300 654 499 | [cbos.info@justice.tas.gov.au](mailto:cbos.info@justice.tas.gov.au)

[www.justice.tas.gov.au](http://www.justice.tas.gov.au)

30 Gordons Hill Road, Rosny Park 7018 | PO Box 56 Rosny Park TAS 7018



---

**From:** Cummins, Paul

**Sent:** Wednesday, 2 August 2023 11:05 AM

**To:** Louise Elliot [REDACTED]

**Subject:** CM: Requirement to Provide Information - Louise Elliot - TRRPOA - [REDACTED] - CC/23/19

Good morning Louise.

I am following up your email below. Please find attached a requirement to provide information in relation to this matter. A response is due by **14 August 2023**.

Regards,

**Paul Cummins**

Assistant Director | Compliance and Dispute Resolution

Department of Justice

1300 654 499 | [cbos.info@justice.tas.gov.au](mailto:cbos.info@justice.tas.gov.au)

[www.justice.tas.gov.au](http://www.justice.tas.gov.au)

30 Gordons Hill Road, Rosny Park 7018 | PO Box 56 Rosny Park TAS 7018



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**From:** Louise Elliot [REDACTED]

**Sent:** Wednesday, 19 July 2023 9:50 AM

**To:** Residential Tenancy Commissioner <[Residential.TenancyCommissioner@justice.tas.gov.au](mailto:Residential.TenancyCommissioner@justice.tas.gov.au)>

**Cc:** [REDACTED]

**Subject:** [REDACTED] - fine related to lodgement of bond

Dear Residential Tenancy Commissioner

I've been contacted by [REDACTED] as President of the Tasmanian Residential Rental Property Owners Association. [REDACTED] has reached out asking for assistance in understanding processes and the letter (attached) related to the management of security deposits.

After explaining her situation, it was clear to me that [REDACTED] had very limited understanding of the current rules around security deposits. She was unaware of MyBond and she did not know who the Residential Tenancy Commissioner was and had confused this with the Tenants Union. To be honest, the clear impression I got was that [REDACTED] has very limited understanding of the legislation that applies to residential tenancies, including the management of bonds.

On a positive note, we're very pleased that [REDACTED] has reached out to our Association. She is now a member and is going through the education tools we have available. I have explained to [REDACTED] the requirements related to security deposits. I believe that [REDACTED] now has the knowledge and understanding she needs. [REDACTED] has successfully completed undertaken both of the learning modules contained here - <https://www.tasmanianrentalowners.com/education>

[REDACTED] is understandably very distressed at being fined for inadvertently not following the legislation related to bonds. As stated, it is my view that she genuinely had no idea of the rules and that not lodging the bond was not intentional. [REDACTED] is a comparatively young rental owner. As I'm sure you are aware, owners are not given a handbook or similar when they purchase an investment property or switch to renting out their own property. It is hard to know what you don't know. [REDACTED] has also expressed that financially the bill of \$1700 will put significant financial stress on her during a cost of living crisis.

I'm writing, on behalf of [REDACTED] to see if there is **any flexibility in withdrawing this fine** given not lodging the bond was not intentional and [REDACTED] now has the knowledge and support needed to be compliant going forward.

Thank you for considering this request.

Louise Elliot

President, Tasmanian Residential Rental property Owners Association.

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**From:** [Ministerial](#)  
**To:** [CBOS Executive](#)  
**Cc:** [Ministerial](#)  
**Subject:** MIN/23/887 - TRRPOA - Request for Briefing Note - Louise Elliott  
**Date:** Tuesday, 7 November 2023 3:40:55 PM  
**Attachments:** [image001.jpg](#)  
[image002.jpg](#)  
[image003.jpg](#)

---

Hi Michelle

Below is a request from the MO for a briefing, due to Ministerial by 16 November. Please let me know if you have any issues with the due date.

Many thanks

Lee

**Lee-Anne Bortkiewicz** (she, her, hers)

Ministerial Liaison Officer

Department of Justice

03 6166 4631 | [lee-anne.bortkiewicz@justice.tas.gov.au](mailto:lee-anne.bortkiewicz@justice.tas.gov.au)

[www.justice.tas.gov.au](http://www.justice.tas.gov.au)

GPO Box 825 Hobart TAS 7001 | Level 1, 85 Collins Street, Hobart, TAS 7000



*In recognition of the deep history and culture of this Island, we would like to acknowledge and pay our respects to all Tasmanian Aboriginal people; the past and present custodians of the Land.*

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**From:** Price, Benjamin <Benjamin.Price@dpac.tas.gov.au>

**Sent:** Tuesday, 7 November 2023 10:42 AM

**To:** Ministerial <Ministerial@justice.tas.gov.au>

**Cc:** Smith, Ross <Ross.Smith@justice.tas.gov.au>

**Subject:** MIN/23/887 - TRRPOA - Request for Briefing Note - Louise Elliott

Hi Lee

Can the Minister please be provided with a Briefing Note on the TRRPOA (Louise Elliott) funding matter?

Given the sensitivities in relation to this one, the Minister would like a comprehensive background and current status, please.

Regards

Ben

**Benjamin Price**

Senior Adviser, Workplace Safety and Consumer Affairs

**Office of the Hon Madeleine Ogilvie MP**

Minister for Corrections and Rehabilitation

Minister for Workplace Safety and Consumer Affairs

Minister for Advanced Manufacturing and Defence Industries

Minister for Science and Technology

Minister for the Arts

Level 5, Parliament Square Building,

4 Salamanca Place, HOBART TAS 7000

Phone: (03) 6165 7686 | e-mail [benjamin.price@dpac.tas.gov.au](mailto:benjamin.price@dpac.tas.gov.au)



**Department of Premier & Cabinet**  
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**From:** [Tilley, David](#)  
**To:** [Louise Elliot](#)  
**Subject:** RE: unreasonable rent increase applications  
**Date:** Tuesday, 1 March 2022 12:37:00 PM  
**Attachments:** [image001.jpg](#)  
[image002.png](#)  
[image003.png](#)

---

Hi Louise

I don't have a power to disclose that information under the RTA which is why the provision of information needs to be assessed under RTI. I believe TUT have that information as they were a party to the proceedings.

Cheers,  
Dave



**Dave Tilley**

Director Compliance and Dispute Resolution  
Department of Justice  
(03) 6166 4637 | [david.tilley@justice.tas.gov.au](mailto:david.tilley@justice.tas.gov.au)  
[www.justice.tas.gov.au](http://www.justice.tas.gov.au)  
PO Box 56 Rosny Park TAS 7018



**From:** Louise Elliot [REDACTED]  
**Sent:** Tuesday, 1 March 2022 11:29 AM  
**To:** Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>  
**Subject:** Re: unreasonable rent increase applications

Thanks Dave

Which Act can't you disclose it under if it's deidentified? The tenants union has a copy.

On Tue, 1 Mar 2022 at 11:26, Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)> wrote:

Hi Louise

Thanks for your email. I'm unable to disclose that information under the Act, but we can assess it under an RTI if you're able to submit one?

Thanks,  
Dave



**Dave Tilley**

Director Compliance and Dispute Resolution  
Department of Justice  
(03) 6166 4637 | [david.tilley@justice.tas.gov.au](mailto:david.tilley@justice.tas.gov.au)  
[www.justice.tas.gov.au](http://www.justice.tas.gov.au)  
PO Box 56 Rosny Park TAS 7018



**From:** Louise Elliot [REDACTED]  
**Sent:** Tuesday, 1 March 2022 10:15 AM  
**To:** Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>  
**Subject:** unreasonable rent increase applications

Hi Dave

Could I please have a de-identified copy of all reports associated with unreasonable rent increase applications to the Commissioner that have been undertaken over the past two years? Including the one referenced below?

Thank you

Louise

image.png



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**From:** [Tilley, David](#)  
**To:** [Louise Elliot](#)  
**Subject:** RE: FW: flushing toilet exemption - tiny homes composting toilet  
**Date:** Wednesday, 24 August 2022 12:30:00 PM  
**Attachments:** [image001.jpg](#)  
[image002.png](#)

---

Hi Louise

Sorry, I'm out for today – still in Launceston training a new team in my unit.

We will get something locked in soon hopefully!

Cheers,  
Dave



**Dave Tilley**

Director Compliance and Dispute Resolution  
Department of Justice  
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PO Box 56 Rosny Park TAS 7018



**From:** Louise Elliot [REDACTED]  
**Sent:** Wednesday, 24 August 2022 11:50 AM  
**To:** Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>  
**Subject:** Re: FW: flushing toilet exemption - tiny homes composting toilet

Hi Dave

Do you happen to be free to meet this arvo?

Apologies

On Tue, 23 Aug 2022, 1:51 pm Tilley, David, <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)> wrote:

Hi Louise

I'm sorry to hear you have had sick kids, I hope they're on the path to recovery and it wasn't too serious.

Thanks for the additional information and I'm happy to discuss this one further with you. Do you have any availability next Monday – Wednesday? I'm in Launceston this week and Melbourne from next Thursday for a week. Otherwise, I can work around you.

Cheers,  
Dave



**Dave Tilley**

Director Compliance and Dispute Resolution  
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PO Box 56 Rosny Park TAS 7018



**From:** Louise Elliot [REDACTED]  
**Sent:** Monday, 22 August 2022 9:40 AM  
**To:** Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>  
**Subject:** Re: FW: flushing toilet exemption - tiny homes composting toilet

Hi Dave

Sorry I haven't gotten back to you. I'm been forced offline by sick kids at home, which continues today.

The situation is:

- the site is being leased off UTAS for two years - the site needs to be returned to UTAS in the same state it was at the start of the lease - works to attach the homes to the sewerage therefore is not possible
- the initiative centres around being largely off-grid and eco-friendly - using heavy chemical toilets that 'flush' like a caravan defeats the purpose
- the site will be serviced weekly by a professional 'groundsperson'
- the initiative aims to provide the rent at affordable prices - this won't be possible if expensive infrastructure costs come in to it, and UTAS wouldn't give consent for this anyway
- in fact, the whole concept isn't possible if groundworks are required as the lease is only two years for the land - there's no time to recoup the cost
- if red and green tape kill the concept, that's more affordable rental homes gone - that will kill these four initiatives and others which are planned and potential - and we have a housing crisis....
- how about conditions on approving the exemption? Quarterly report back to CBOS or something like that? presence of composting toilets made clear to tenants upon advertising?

Keen to meet too - sick kids keeping me stuck at home!

Louise

On Thu, 18 Aug 2022 at 16:48, Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)> wrote:

Hi Louise

I can pop over to the city on Monday if there's any aspect of this issue you would like to discuss or if there are other aspects you wish to draw our attention to?

Let me know if you're free and I'll come over.

Cheers,  
Dave



**Dave Tilley**

Director Compliance and Dispute Resolution  
Department of Justice  
(03) 6166 4637 | [david.tilley@justice.tas.gov.au](mailto:david.tilley@justice.tas.gov.au)  
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PO Box 56 Rosny Park TAS 7018



---

**From:** Graham, Peter J. <[Peter.J.Graham@justice.tas.gov.au](mailto:Peter.J.Graham@justice.tas.gov.au)>  
**Sent:** Friday, 12 August 2022 4:46 PM  
**To:** Louise Elliot [REDACTED]  
**Cc:** Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>  
**Subject:** RE: flushing toilet exemption - tiny homes composting toilet

Hi Louise

Thanks for your email and apologies for the delay in responding to you.

Exemptions to the Minimum Standards relating to bathrooms and toilets under section 36K of the *Residential Tenancy Act 1997* ('the Act') may be considered on a case-by-case basis. In regard to your query, exemptions for compostable toilets have been considered previously for structures in rural and remote areas where there is no ability to link to a reticulated sewerage system operated and there is no possibility to install an On-Site Wastewater Management System.

When considering exemptions to the Minimum Standards for existing structures, I assess not only the location of the premises itself but where the sanitary facility is located within the premises. In doing so, I use the National Construction Code as a guide. Under the NCC the location of the sanitary facility within the premises must meet certain minimum requirements, such as ventilation requirements, and the sanitary installation must be accredited to relevant Australian Standards (AS1546:2008) to ensure it is fit for purpose. Although the NCC does not apply to vehicles, it provides useful performance standards for sanitary systems.

I have considered your submission and I am of the view that an exemption to the Minimum Standards would not be appropriate in these circumstances as the intended location, being Hobart CBD, is not rural or remote. In my opinion, a deviation from the Minimum Standards is only appropriate in circumstances where a conventional flush system is not possible nor economically viable. Although these types of compostable toilets may be considered reasonable choices for vehicles that are constantly moved from location to location, I do not consider this to be an equivalent options where municipal waste management infrastructure in Hobart is sufficient for standard systems to be connected.

In coming to this view, I have considered the importance of ensuring appropriate sanitary standards that are essential for the health and safety of tenants in rental properties in addition to the potential health and sanitary risks created with the granting of an exemption. If an exemption were to be applied in this instance, it would be inconsistent with the above reasoning and would reduce our enforceability of the Minimum Standards. Given the small size of these vehicles, the risks posed by incorrect usage, poor maintenance or inadequate ventilation significantly increase for those contained in regular houses.

If you would like to discuss this further, please contact David Tilley in my team in the first instance.

Regards

Peter

**From:** Louise Elliot [REDACTED]  
**Sent:** Tuesday, 2 August 2022 11:59 AM  
**To:** Graham, Peter J. <[Peter.J.Graham@justice.tas.gov.au](mailto:Peter.J.Graham@justice.tas.gov.au)>; Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>  
**Subject:** flushing toilet exemption - tiny homes composting toilet

Hi Peter

So in my spare time I'm looking to set up tiny home affordable private rentals in the inner CBD.

<https://bretts.com.au/tiny-homes/tiny-homes-wheelhouse-7>

I've got one of the above models underway which comes by default with a composting toilet - a [clean, green, award winning and accredited one](#):

[https://ecoflo.com.au/products/by-capacity/low-capacity?gclid=Cj0KCQjw852XBhC6ARIsAJsFPN00pJg2779Uc7ZZCW8IBCP\\_Kea2magOt-oiFBBftPrR6EOhm-d7QqAaAvVWEALw\\_wcB#!/Clivus-Multrum%E2%84%A2-Low-Profile-CM-LP/p/156366276/category=63813053](https://ecoflo.com.au/products/by-capacity/low-capacity?gclid=Cj0KCQjw852XBhC6ARIsAJsFPN00pJg2779Uc7ZZCW8IBCP_Kea2magOt-oiFBBftPrR6EOhm-d7QqAaAvVWEALw_wcB#!/Clivus-Multrum%E2%84%A2-Low-Profile-CM-LP/p/156366276/category=63813053)

As you'll see above, they're great homes for people who can live tiny - we're thinking singles and couples.

Given the composting option above isn't flushing so doesn't tick the minimum standards box in the tenant act, are you able to provide exemption to allow this?

I'm working with HCC and CBOS on the details of the site. The site will be serviced at least weekly which will include management of the composting toilets.

Thanks

Louise

----- Forwarded message -----

From: **Louise Elliot** [REDACTED]  
Date: Mon, 1 Aug 2022 at 15:31  
Subject: Re: Tiny Home question  
To: Hodgson, Henry <[Henry.Hodgson@justice.tas.gov.au](mailto:Henry.Hodgson@justice.tas.gov.au)>

Thanks for this information, Henry.

If the homes were to be owner-occupied, would the composting toilet model as listed below and in my original message be acceptable?

<https://ecoflo.com.au/products/by-brand/clivus-multrum#!/Domestic/c/20728118>

Thanks

Louise Elliot

On Mon, 1 Aug 2022, 2:45 pm Hodgson, Henry, <[Henry.Hodgson@justice.tas.gov.au](mailto:Henry.Hodgson@justice.tas.gov.au)> wrote:

Hi Louise,

Apologies for the slight delay in the response, we too are unfortunately affected by unplanned staff absences. I refer to your question below,

**From a landlord / tenant perspective,**

If these homes are going to be rented as defined by the Residential Tenancy Act 1997, then the Minimum standards for rental properties apply. To answer your questions directly I have summarised them as follows.

**Composting Toilet**

As these do not flush they do not meet the minimum standards. Each owner of the individual units would need to apply to the commissioner for an exemption. Although I cannot pre-empt this decision, previous exemptions have been allowed for secondary toilets in rural areas. An alternative such as an on-site waste water treatment plant would need approval from the city council.

**Electricity Connection.**

The electrical installation within the home would need to comply with both the AS/NZS 3000 and AS/NZS 3001 series of standards. the plug into a socket on site is not a problem provided it is installed and rated to meet the expected maximum demand of the individual installations. As it would be one title, TasNetworks will only provide one supply which your retailer (Aurora Energy) would install a meter. In order to meter each unit individually you would need to either provide sub metering or simply include the estimated electricity amount in the individual rentals.

**Stand alone water tank**

The tanks would be acceptable provided that they are suitable and fit for purpose to supply sufficient hot and cold water for use in the dwelling.

**Grey Water**

Again the grey water is acceptable provided they are suitable for use and meet the city council requirements.

**Further Information**

If a structure is a registerable vehicle it does not fall under the *building regulatory system*, note that this requirement is for a vehicle that is capable of being registered not necessarily actually being registered. A structure that is not capable of being registered, would then come under the building regulatory system and be required to comply with all of the requirements for that class of building and also building and plumbing approvals for the class of building.

This is a fact sheet that has more information on tiny homes and registerable vehicles:

[https://cbos.tas.gov.au/\\_data/assets/pdf\\_file/0014/414113/Fact-Sheet-Tiny-Houses.pdf](https://cbos.tas.gov.au/_data/assets/pdf_file/0014/414113/Fact-Sheet-Tiny-Houses.pdf)

**Lastly,**

Planning requirements are separate from building approvals and must be checked with a planner at the

relevant council. From your email I understand that you are in early consultation with them which is always recommended.

I hope this all helps,

Best regards

Henry

**Henry Hodgson | Director, Technical Regulation & Occupational Licensing**  
**Consumer, Building and Occupational Services**  
Department of Justice  
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e [henry.hodgson@justice.tas.gov.au](mailto:henry.hodgson@justice.tas.gov.au)  
w [www.cbos.tas.gov.au](http://www.cbos.tas.gov.au)  
PO Box 56, Rosny Park TAS 7018

Helpline: 1300 654 499 (inside Tas)  
[www.facebook.com/TasBuildingStandards](https://www.facebook.com/TasBuildingStandards)

Check out our new website at  
[www.cbos.tas.gov.au](http://www.cbos.tas.gov.au)

Hi, I'm working on an initiative to bring temporary affordable rental properties to the inner Hobart CBD. We're looking to place four tiny homes on wheels on an underutilised site that's currently a carpark. This is the model we are looking at - <https://bretts.com.au/tiny-homes/tiny-homes-wheelhouse-7> I'm working with the Hobart City Council from a Planning perspective. We're looking to have these on the site as registerable vehicles that are not attached to the land for a period of two years under the Council's caravans bylaw. The site would be serviced, likely on a weekly basis, to include management of the composting toilet, top ups of drinking water, emptying of grey water. I have several questions for CBOS please: - the homes will need electricity and there is electricity available at the site. Can the homes be connected to the electricity onsite (plug in) without triggering any further permits? - the homes will have a composting toilet - model CM LP shown here - <https://ecoflo.com.au/products/by-brand/clivus-multitrum#!/Domestic/c/20728118> is that acceptable? - for drinking water, the homes would be serviced by a small stand alone water tank and pump. Is this allowable? - for grey water, we're looking at a connecting the home to an above holding tank that's located under the home. Is this acceptable? Are there other grey water management solutions you can recommend? Can I please make a time to meet with someone ASAP about the above? greatly appreciate your help Louise Elliot

---

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**From:** [Tilley, David](#)  
**To:** [Louise Elliot](#)  
**Subject:** RE: flushing toilet exemption  
**Date:** Thursday, 27 October 2022 5:18:00 PM  
**Attachments:** [image001.jpg](#)  
[image002.png](#)

---

Hi Louise,

I'm on unplanned sick leave for a couple of weeks so I'll be unavailable for a little while I'm sorry – I will pass this on however and if I can't have someone come down for a tour in the interim, I'll touch base when I'm back to organise it.

Kind regards,  
Dave



**Dave Tilley**

Director Compliance and Dispute Resolution  
Department of Justice  
(03) 6166 4637 | [david.tilley@justice.tas.gov.au](mailto:david.tilley@justice.tas.gov.au)  
[www.justice.tas.gov.au](http://www.justice.tas.gov.au)  
PO Box 56 Rosny Park TAS 7018



**From:** Louise Elliot [REDACTED]  
**Sent:** Tuesday, 25 October 2022 11:35 AM  
**To:** Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>  
**Cc:** Stewart Page [REDACTED]  
**Subject:** Re: flushing toilet exemption

Hey Dave

Are you free to meet up soon about the exemption stuff?

Thanks

On Thu, 13 Oct 2022 at 17:59, Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)> wrote:

Hi Louise

Thanks for your email. How long is your Tiny Home at the UTAS campus for? The schedule is chaotic at the moment but I am keen to see it.

I hope all is well on your front as well, I'm sure you're counting down to the end of this month as I am!

Cheers,  
Dave



**Dave Tilley**

Director Compliance and Dispute Resolution  
Department of Justice  
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[www.justice.tas.gov.au](http://www.justice.tas.gov.au)  
PO Box 56 Rosny Park TAS 7018



**From:** Louise Elliot [REDACTED]  
**Sent:** Wednesday, 12 October 2022 11:09 AM  
**To:** Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>; Stewart Page [REDACTED]  
**Subject:** flushing toilet exemption



Hi Dave

Hope you're well.

The first tiny home has arrived onsite and it's located on the Sandy Bay UTAS campus.

Can Stewart and I (copied in) make a time to meet you to show you the site, discuss the concept and the rationale for us requesting exemption to the flushing toilet requirement?

Thanks

Louise

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**Attorney-General  
Minister for Justice  
Minister for Corrections  
Minister for Building and Construction  
Minister for the Arts  
Minister for Heritage**



Level 10 15 Murray Street HOBART TAS 7000 Australia  
GPO Box 123 HOBART TAS 7001 Australia  
Ph: +61 3 6165 7739  
Email [Minister.Archer@dpac.tas.gov.au](mailto:Minister.Archer@dpac.tas.gov.au)

16 FEB 2021

Ms Louise Elliot  
President  
Tasmanian Residential Rental Property Owners Association  
By email: [REDACTED]

Dear Ms Elliot

Thank you for your correspondence dated 5 January 2021 regarding the future of residential tenancy legislation. I note your communication has been addressed to a number of my Ministerial colleagues including the Premier, the Hon Peter Gutwein MP, the Hon Roger Jaensch MP and the Hon Sarah Courtney MP, as well as other parliamentarians. As residential tenancies fall within my portfolio responsibilities, I am responding on behalf of the Tasmanian Government.

I suggest you address future correspondence to me as the relevant Minister.

I would also like to acknowledge and respond to your correspondence dated 2 December 2020 regarding your concerns surrounding selecting tenants based on certain categories, and my comments in Budget Estimates Committee Hearings on 24 November 2020, along with your correspondence dated 21 December 2020 following our meeting regarding residential tenancies.

Your letter dated 5 January raises a number of concerns with regard to rental arrears, the future of the residential tenancy market, consultation of future legislation and strategies.

I can advise that the Department of Justice works with other agencies to lead and support whole-of-government initiatives to improve Tasmania's capability and capacity to prevent, prepare for, respond to and recover from emergencies. The learnings from the Tasmanian Government's response to COVID-19 will be taken into consideration when preparing future emergency responses.

Further, as a result of the COVID-19 pandemic the Government has established the Premier's Economic and Social Recovery Advisory Council (PESRAC). PESRAC is looking at strategies to support the medium and longer-term social and economy recovery, and to ensure that the Tasmanian community is well placed to meet the challenges and opportunities that lie ahead.

The Tasmanian Government acted swiftly to legislate emergency protections for residential property owners and tenants. It should be noted that the health and safety of Tasmanians was, and still is, our number one priority. The amendments were created to reduce the health as well as the economic impacts of COVID-19 on the Tasmanian community and we make no apology for this extraordinary situation and our response.

Usually, when legislation is due to be amended, there is an extended development and consultation stage, where community and stakeholders are consulted on the implementation of the legislation before it is enacted. However, when responding to an emergency situation such as this, there was no such time for a full consultation stage to be undertaken. The Tasmanian community largely understood this and supported our Government's measures.

As you are aware, the *Anti-Discrimination Act 1998* lists prescribed attributes against which a person must not discriminate. As I stated in Budget Estimates Committee Hearings, it is against Tasmania's anti-discrimination law to exclude certain people from the delivery of services on the basis of any prescribed attributes. Any exclusion of certain categories of people with these attributes could be considered discrimination, and I reiterate my caution to ensure no one falls foul of these laws.

Further, income stability does not always correlate with certain industry sectors or employment types. Many industries have been affected by COVID-19 and the flow-on effects extend beyond those industries on the front line. Therefore, by purely looking at industries, sectors or employment groups you may be unintentionally missing potential tenants who would have the capacity to meet regular rental payments.

Your letter dated 21 December makes reference to payment orders being of minimal, if any, benefit as they are unable to be enforced and a lease not being able to be ended due to rent arrears. These assertions are plainly incorrect. If the Residential Tenancy Commissioner issues a payment order, the order is enforceable. Should the tenant not comply with a payment order, they will not be protected from eviction due to the rent arrears. This has been enacted in law by legislation.

Further, a tenant is only protected from eviction for rent arrears that is subject to that order. Should a tenant fall further into rent arrears outside of the order, they will be subject to the standard processes available under the *Residential Tenancy Act 1997*. Additional information can be found by visiting the Consumer, Building and Occupational Services (CBOS) website at [www.cbos.tas.gov.au](http://www.cbos.tas.gov.au).

The Government values the important role that private residential markets play within the rental sector. We have provided, and continue to provide, up to \$14,000 in relief for eligible tenant and landlords. These relief payments have gone a long way to removing rental arrears from the market (now over 81%). As our economy continues to recover and over three quarters of Tasmanians have returned to work, our Government is now focused on assisting residential tenancies to transition out of the emergency period.

I trust this information is of assistance.

Yours sincerely



Hon Elise Archer MP  
**Attorney-General**  
**Minister for Building and Construction**

**From:** [Saltmarsh, Thomas](#)  
**To:** [Louise Elliot](#)  
**Cc:** [Lowe, Michelle](#); [Graham, Peter J.](#); [Webster, Ginna](#)  
**Subject:** RE: Application for Assessed Disclosure of 20 January 2021  
**Date:** Thursday, 25 February 2021 11:36:08 AM  
**Attachments:** [image001.jpg](#)  
[image002.png](#)

---

Ms Elliot

Thank you for your email requesting an internal review of the decision on your application of 20 January 2021.

The Department has 15 working days to provide a decision on a request for internal review. If a response is not received within that timeframe, you may request the Ombudsman to conduct an external review.

I have received some additional information from CBOS regarding your application and anticipate that the review should be completed within the relevant timeframe.

Kind regards

Tom

**From:** Louise Elliot [REDACTED]  
**Sent:** Thursday, 25 February 2021 10:46 AM  
**To:** Webster, Ginna <Ginna.Webster@justice.tas.gov.au>  
**Cc:** Lowe, Michelle <Michelle.Lowe@justice.tas.gov.au>; Graham, Peter J. <Peter.J.Graham@justice.tas.gov.au>; Saltmarsh, Thomas <Thomas.Saltmarsh@justice.tas.gov.au>  
**Subject:** Fwd: Application for Assessed Disclosure of 20 January 2021

Dear Secretary

We are requesting an internal review of this RTI under section 43 of the Act. Our Association is aware that information exists that is not being provided.

Can you please advise of a timeframe for the internal review?

Thank you

Louise Elliot  
President  
Tasmanian Residential Rental Property Owners Association  
[www.tasmanianrentalowners.com](http://www.tasmanianrentalowners.com)

----- Forwarded message -----

**From:** Louise Elliot [REDACTED]  
**Date:** Mon, 22 Feb 2021 at 13:03  
**Subject:** Re: Application for Assessed Disclosure of 20 January 2021  
**To:** Saltmarsh, Thomas <[Thomas.Saltmarsh@justice.tas.gov.au](mailto:Thomas.Saltmarsh@justice.tas.gov.au)>, <[ginna.webster@justice.tas.gov.au](mailto:ginna.webster@justice.tas.gov.au)>  
**Cc:** Lowe, Michelle <[Michelle.Lowe@justice.tas.gov.au](mailto:Michelle.Lowe@justice.tas.gov.au)>

Hi Tom

Any movement on this?

It is highly concerning as the information we have requested exists and (especially the dollar value and other number stats) are easily accessible.

Thank you

Louise Elliot

On Tue, 16 Feb 2021 at 14:18, Saltmarsh, Thomas <[Thomas.Saltmarsh@justice.tas.gov.au](mailto:Thomas.Saltmarsh@justice.tas.gov.au)> wrote:

Ms Elliot

Thank you for your email.

I have written to CBOS regarding the issues you have raised. I cannot give a firm timeline for providing a response to you, but I hope to be able to do so in the very near future.

Kind regards

tom

**From:** Louise Elliot [REDACTED]

**Sent:** Tuesday, 16 February 2021 9:27 AM

**To:** Lowe, Michelle <[Michelle.Lowe@justice.tas.gov.au](mailto:Michelle.Lowe@justice.tas.gov.au)>; Saltmarsh, Thomas <[Thomas.Saltmarsh@justice.tas.gov.au](mailto:Thomas.Saltmarsh@justice.tas.gov.au)>

**Subject:** Re: Application for Assessed Disclosure of 20 January 2021

Hi Michelle and Tom

Can you please advise if the below email has been received and where to from here? When can I expect the info to come through?

Thanks for your help

Louise

On Tue, 9 Feb 2021, 11:08 am Louise Elliot, [REDACTED] wrote:

Hi Michelle

Thanks for the information you have provided and for meeting the 5 February date Tom Saltmarsh and I agreed to.

**We are not satisfied with the response to item 6** - the total value of rent arrears which has not been paid through any CBOS scheme. This information has been previously provided and is readily accessible by CBOS. The information does not need to be 'verified or validated'; or if you believe it does require this, please provide more information about what this involves as this has not previously occurred to our knowledge and a timeframe for when this will be completed. **We request that the Dept please, with urgency, provide this figure.**

**We are not satisfied with the response to item 7 - de-identified correspondence.** This information exists. We are seeking copies of this documentation. Several members of our association have contacted the Residential Tenancy Commissioner and/or Minister Archer and, naturally, there will be others. **We request that the Dept please provide, with urgency, the documentation request that we are fully aware is in existence.**

**We are not satisfied with the response to item 8 - number of payments made to tenants rather than landlords.** Please provide the exact number of payments and the total value of the payments made to tenants rather than landlords.

Thank you for your help.

Louise Elliot

President  
TRRPO

On Fri, 5 Feb 2021 at 17:30, Lowe, Michelle <[Michelle.Lowe@justice.tas.gov.au](mailto:Michelle.Lowe@justice.tas.gov.au)> wrote:

Dear Ms Elliot

Please find attached a decision in relation to your Right to Information request dated 20 January 2021.

Kind regards  
Michelle Lowe



**Michelle Lowe**

Director, Office of the Secretary  
Department of Justice  
(03) 6165 4953 | [michelle.lowe@justice.tas.gov.au](mailto:michelle.lowe@justice.tas.gov.au)  
[www.justice.tas.gov.au](http://www.justice.tas.gov.au)  
GPO Box 825 Hobart TAS 7001 | Level 14, 110 Collins Street, Hobart, TAS 7000



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Attorney-General  
Minister for Justice  
Minister for Corrections  
Minister for Workplace Safety and Consumer Affairs  
Minister for the Arts



Level 10 15 Murray Street HOBART TAS 7000 Australia  
GPO Box 123 HOBART TAS 7001 Australia  
Ph: +61 3 6165 7739  
Email [Minister.Archer@dpac.tas.gov.au](mailto:Minister.Archer@dpac.tas.gov.au)

Ms Louise Elliot  
President  
Tasmanian Residential Rental Property Owners Association

By email: [REDACTED]

Dear Ms Elliot

Thank you for your correspondence dated 16 March 2021, regarding Rent Increase Notices.

The Office of the Residential Tenancy Commissioner was established to administer the *Residential Tenancy Act 1997* (the Act), with the Residential Tenancy Commissioner (the Commissioner) having statutory powers to perform functions under that Act, such as:

- Determining bond disputes;
- Acting in the mediation or conciliation of disputes between parties to a residential agreement in relation to boarding premises;
- Determining applications made under section 23 or 36A; and
- Other functions conferred on the Commissioner by or under the Act.

It is not the function of the Commissioner to provide legal advice to stakeholders.

During the COVID-19 emergency period, section 22 of the *COVID-19 Disease Emergency (Miscellaneous Provisions) Act 2020* enabled the Minister to declare that, by Gazette Notice, any Notice issued under the Act is void and of no effect if in contravention of the Gazette Notice. The Premier issued two Gazette Notices. The Commissioner's office provided industry guidance on the effect of the Gazette Notices.

I do not agree that the information provided by the Commissioner's office, as quoted by you, was incorrect. It referred to 'valid notices'. The Act does not empower the Commissioner to

determine the validity of any notices. While the Commissioner's office can provide guidance, the testing of the operation of any legislation is ultimately a matter for the judiciary.

The wording of the Gazette Notices was questioned towards the end of the emergency period. This raised the possibility of the judiciary applying a legal interpretation to section 22 of the *COVID-19 Disease Emergency (Miscellaneous Provisions) Act 2020* that could create difficulties in the tenancy market between parties to a residential lease. While this could occur with numerous provisions of any Act, with respect to increases to rent the Commissioner considered the scope of potential increased tensions between parties. To reduce the possibility of further market unrest, the Commissioner's office informed industry that a potential safeguard against possible adverse outcomes or relationship harms could be to re-issue Notices to Increase Rent referred to by the Gazette Notices.

The Commissioner contacted the Tenants' Union of Tasmania, as the body that raised their concerns over the interpretation with the Commissioner. The Commissioner's Office updated their website content and, given approximately 80 per cent of bonds in Tasmania are lodged by property managers, contacted the Real Estate Institute of Tasmania who I understand represents around 90 per cent of Tasmanian property management agencies. Generally, property managers would seek information and guidance from the Real Estate Institute of Tasmania (REIT) before seeking such information from the Commissioner. Given the nature of the matter, without knowing the quantum of notices that may have been issued by self-managed landlords a decision was made to not directly contact other landlords, outside of the information available for them through the website.

The Commissioner's office is an independent third party in matters of residential tenancy – it is not seeking to mislead parties or contribute to industry tensions. Further, it is not the role of any Government output to provide legal advice to stakeholders on how to operate their businesses. Such advice should be independently sought. Issues that may arise from parties not obtaining independent legal advice with respect to their affairs is not a matter for which the Government is responsible.

Yours sincerely

Hon Elise Archer MP  
Attorney-General



Minister for Justice

Minister for Corrections

Minister for Workplace Safety and Consumer Affairs

Minister for the Arts

(insert date)

Ms Louise Elliot  
President  
Tasmanian Residential Rental Property Owners Association  
By email: [REDACTED]

Dear Ms Elliot

Thank you for your correspondence addressed to the Minister for Building and Construction dated 16 March 2021.

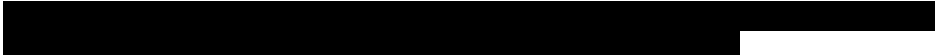
As you may be aware, a State election has been called for 1 May 2021.

By convention, during the period preceding a general election for the House of Assembly, the government assumes a 'caretaker' role. During this caretaker period, ordinary matters of administration and business of government continue. However some aspects of the government are affected by the conventions.

Accordingly, as the government is currently operating in caretaker mode and as the matters you have raised do not relate to ordinary matters of administration or existing policy your letter will be referred to the incoming government.

Yours sincerely

Ginna Webster  
**Secretary**

**From:** [Ministerial](#)  
**To:** [CBOS Executive](#)  
**Subject:** MIN/21/265 - Rent Increase Notices - Louise Elliot - March 2021  
**Date:** Tuesday, 16 March 2021 12:49:22 PM  
**Attachments:** 

---

Hey Bec

Formal request for response now received if I can have it by 22 March please.

Cheers  
Trent

-----< HPE Content Manager record Information >-----

Record Number : MIN/21/265  
Title : MIN/21/265 - Rent Increase Notices - Louise Elliot - March 2021

Level 10, Executive Building, 15 Murray St, HOBART TAS 7000  
Phone : 03 6165 7724  
e-mail: minister.archer@tas.gov.au

<https://us01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.fda.gov%2Foc/ohrt%2Findex.html&context=us01&id=6879d3c0-4e0f-4123-a008-343f2cf1cc51&ui=en&jl=en&ga=es&gs=us>

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**From:** [Jacobs, Linda \(DPaC\)](#)  
**To:** [Archer, Minister](#)  
**Subject:** FW: Letter to the Minister - Rent increases  
**Date:** Tuesday, 16 March 2021 10:11:32 AM  
**Attachments:** [image001.png](#)  
[image002.jpg](#)  
[image003.jpg](#)  
[LETTER\\_Rent\\_Increase\\_Notices.pdf](#)

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With Sean

## Linda Jacobs

Executive Officer (Diary Manager)  
Office of the Hon Elise Archer MP  
Attorney-General  
Minister for Justice  
Minister for Corrections  
Minister for Building and Construction  
Minister for the Arts  
Minister for Heritage  
Liberal Member for Clark

E-SIGNATURES2



Phone: 03 6165 7739  
e-mail: [linda.jacobs@dpac.tas.gov.au](mailto:linda.jacobs@dpac.tas.gov.au)



[www.premier.tas.gov.au](http://www.premier.tas.gov.au)



**From:** Louise Elliot [REDACTED]  
**Sent:** Tuesday, 16 March 2021 10:01 AM  
**To:** Archer, Elise <Elise.Archer@dpac.tas.gov.au>  
**Cc:** Tilley, David <David.Tilley@dpac.tas.gov.au>; Graham, Peter J. (DoJ) <Peter.J.Graham@justice.tas.gov.au>  
**Subject:** Letter to the Minister - Rent increases

Hi

Please find a attached letter for Minister Archer.

Thank you

Louise Elliot

Attorney-General  
Minister for Justice  
Minister for Corrections  
Minister for Workplace Safety and Consumer Affairs  
Minister for the Arts



Level 10 15 Murray Street HOBART TAS 7000 Australia  
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Ms Louise Elliot  
President  
Tasmanian Residential Rental Property Owners Association

By email: [REDACTED]

Dear Ms Elliot

Thank you for your correspondence dated 20 July 2021, regarding COVID-19 and its impact on residential tenancy matters. I acknowledge your ongoing concerns about the provisions of the *COVID-19 Disease Emergency (Miscellaneous Provisions) Act 2020*.

As you are aware, the Tasmanian Government (the Government) was the first government in Australia to legislate protections for residential property owners and tenants. The amendments were to assist both owners and tenants in reducing the spread of COVID-19 within the community, and to address the economic impacts of the pandemic on parties to residential tenancy agreements. This included provisions that enabled lease agreements to be terminated if a party could demonstrate hardship due to COVID-19.

After assessing the success of these measures, the Government established additional support for tenants and owners by providing financial payments to eligible parties until 30 June 2021. This financial assistance significantly reduced the value of outstanding rental arrears owed to property owners.

I note the current situation in interstate jurisdictions with respect to the spread of COVID-19. The Government is observing developments carefully and will take appropriate action if and where necessary. This may include additional financial support or declaration of a subsequent emergency period under the *Residential Tenancy Act 1997*.

Prior to declaring a subsequent emergency period in Tasmania, the Minister must be satisfied such action is necessary in order to mitigate risks of widespread hardship caused by the impact of COVID-19 or its spread within the state.

In the event a subsequent emergency period is declared, additional protections will apply to all tenancies covered by the *Residential Tenancy Act 1997*.

This was not a decision this Government took lightly in 2020, and this remains the case for any subsequent emergency period. However, it would be inappropriate to speculate or predict what declarations, restrictions or other measures might be necessary in future.

The Government will consider all viewpoints carefully should another emergency period become necessary however the health and safety of all Tasmanians remains our number one priority.

Yours sincerely

Hon Elise Archer MP  
Attorney-General  
Minister for Workplace Safety and Consumer Affairs



## Grant deed

---

The Crown in Right of Tasmania  
(represented by the Department of Justice)  
**(Grantor)**

and

Tasmanian Residential Rental Property Owners Inc  
**(Recipient)**

OCS APPROVED TEMPLATE  
Grant Docs-Grant deed (long form) template-3-2014-AU  
(December 2014)

#### REFERENCE AND CONTACT DETAILS

Department: Justice  
Contact officer: Gavin Wailes  
Telephone: (03) 6165 4891  
Email: [gavin.wailes@justice.tas.gov.au](mailto:gavin.wailes@justice.tas.gov.au)

Document ref: DOC 21 117931 Grant deed TRRPO\_SIGNED\_TRRPO.DOCX



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# Grant deed

## Details and recitals

---

### Date:

### Parties:

Name	<b>The Crown in Right of Tasmania</b> (represented by the Department of Justice)
Short form name	<b>Grantor</b>
Notice details	C/- Department of Justice, Level 14 Trafalgar Building, 110 Collins Street, Hobart, Tasmania Telephone: (03) 6165 4943 Facsimile: (03) 6231 1535 Email: secretary@justice.tas.gov.au Attention: Deputy Secretary, Regulation & Service Delivery Department of Justice

---

Name	<b>Tasmanian Residential Rental Property Owners Inc</b>
ABN	48 523 636 561
Short form name	<b>Recipient</b>
Notice details	Tasmanian Residential Rental Property Owners Association C/- [REDACTED] Email: [REDACTED] Email: [REDACTED] Telephone: 0401272743 Attention: Mrs Louise Elliot – President and Mr Brad Goldsmith - Treasurer

---

### Recitals:

- A. The Grantor has agreed to provide a monetary grant to the Recipient upon the terms and conditions set out in this Deed.
- B. The Recipient has agreed to accept the Grant on the terms and conditions set out in this Deed.

# Information Table

<p><b>Item 1 (clause 1.1): Approved Purpose for which the Grant is provided</b></p> <p>The Grant will provide the Recipient (the Association) funding which will enable additional assistance to be provided to Tasmania's rental owners in 2021-22 and 2022-23.</p> <p>This funding is to enable the Recipient to:</p> <ul style="list-style-type: none"> <li>• develop an education program which focuses in improving owners' knowledge of their obligations and other critical requirements under relevant tenancy and discrimination legislation and best practice;</li> <li>• develop a toolkit that comprises key templates and documentation (such as Lease Agreement, Condition Report, Tenancy Application Form) to ensure that residential tenancy arrangements are compliant with relevant legislation (including the <i>Residential Tenancy Act 1997</i> and <i>Anti-Discrimination Act 1998</i>;</li> <li>• promote the Association with the intention of growing their membership so that more rental owners have access to support and information;</li> <li>• provide advice services to individual owners to address issues in residential tenancies, with the view to resolving issues before they escalate resulting in evictions; and</li> <li>• procure legal, marketing and other relevant expertise as needed to provide their products and services.</li> </ul>
<p><b>Item 2 (clause 2.1): Grant Amount</b></p> <p>The amount of the Grant is for one hundred thousand dollars (\$100,000.00) (excluding GST) over two financial years, 2021-22 and 2022-23.</p>
<p><b>Item 3 (clause 3.1): Payment method for the Grant</b></p> <p>The Grant is to be paid to the Recipient by three installments, as follows:</p> <ol style="list-style-type: none"> <li>1. <b>Installment 1:</b> \$50,000.00 (excluding GST) shall be paid to the Recipient within 30 days of the signing of this grant on receipt of a correctly rendered tax invoice.</li> <li>2. <b>Installment 2:</b> \$25,000.00 (excluding GST) shall be paid to the Recipient within 30 days of 1 July 2022 on receipt of a correctly rendered tax invoice.</li> <li>3. <b>Installment 3:</b> \$25,000.00 (excluding GST) shall be paid to the Recipient within 30 days of the provision of the Reporting Requirements (Item 11 (clause 7.2)) to the satisfaction of the Grantor and on receipt of a correctly rendered tax invoice.</li> </ol> <p>Each instalment of the Grant is to be paid by electronic funds transfer to the following account held by the Recipient:</p> <p>Account Name: Tasmanian Residential Rental Property Owners Association  Bank: Westpac  Branch: Liverpool Street, Hobart</p>

BSB: [REDACTED]  
Account Number: [REDACTED]

**Item 4 (clause 3.2(a)): Conditions precedent to payment of the Grant**

Not Required

**Item 5 (clause 3.3): Grant Account**

Clause 3.1 applies

**Item 6 (clause 4.1(d)): Agreed Plan for carrying out the Approved Purpose**

Not Required

**Item 7 (clause 4.1(e)): Agreed Budget for carrying out the Approved Purpose**

Not Required

**Item 8 (clause 4.4): Date for commencement of the Approved Purpose**

On the day of signing this Deed

**Item 9 (clause 4.4): Date for completion of the Approved Purpose**

30 June 2023

**Item 10 (clause 4.9(a)): Outcomes**

Clause 1.1 applies

**Item 11 (clause 7.2): Reporting requirements**

The reporting requirements include:

- Provision of the education program detailed in Item 1;
- Provision of the toolkit detailed in Item 1;
- A Report summarising the activities of the Recipient (as detailed in Item 1), including:
  - the promotion of the Association with the intention of growing their membership so that more rental owners have access to support and information;
  - the provision of advice services to individual owners to address issues in residential tenancies, with the view to resolving issues before they escalate resulting in evictions; and

- the legal, marketing and expertise engaged to assist in the provision of products and services by the Association.

**Item 12 (clause 9): Insurance**

Public and Products Liability insurance to \$10 million limit of liability

**Item 13 (clause 12): Special terms and conditions**

The Recipient must use the Grant only for the purposes of meeting expenses properly and reasonable incurred by the Recipient in carrying out the Approved Purpose.

# Agreed terms and conditions

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The parties agree as follows:

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## 1 Definitions and interpretation

### 1.1 Definitions

In this Deed, unless the context otherwise requires:

**Approved Purpose** means the purpose for which the Grant is provided as set out in Item 1.

**Authorised Officer** means:

- (a) if a party is the Crown or a Minister of the Crown, each of the Secretary of the department responsible for the administration of the Grant, an Acting Secretary of that department, a Deputy Secretary of that department, and a nominee of any of them; or
- (b) for any other party, a person authorised in writing by that party.

**Business Day** means a day that is not a Saturday, a Sunday, Easter Tuesday or a statutory holiday (as defined in the *Statutory Holidays Act 2000* (Tas)) generally observed in Hobart.

**Conflict** means any matter, circumstance, interest or activity involving or affecting the Recipient, or any of its Personnel, that conflicts with, may conflict with, or otherwise impairs, the Recipient undertaking the Approved Purpose fairly and independently in accordance with this Deed.

**Crown** means the Crown in Right of Tasmania.

**this Deed** means this deed and includes all its annexures, appendices, attachments and schedules (if any).

**Default Event** means each of the events specified in clause 11.1.

**Details** means the details and recitals set out above.

**Government Body** includes a body politic, a government (federal, state or local), a governmental, judicial or administrative body, a tribunal, a commission, a department or agency of any government, and a statutory authority or instrumentality.

**Grant** means the grant paid, or to be paid, by the Grantor to the Recipient pursuant to clause 2.1.

**Grant Account** has the meaning in clause 3.3.

**Grantor** means the person or entity named above as Grantor and, where the context requires, includes the employees, authorised contractors and agents of that person. If the Grantor is a Minister of the Crown, a reference to the Grantor includes that Minister's predecessors and successors in office (as applicable).

**GST** means any goods and services tax or similar tax imposed by the Commonwealth of Australia (but excluding any penalty, fine, interest or similar payment).

**GST Laws** means applicable Laws relating to GST.



**Information Table** means the table titled 'Information Table' set out above.

**Item** means an item in the Information Table.

**Law** means:

- (a) principles of law or equity established by decisions of courts;
- (b) legislation and subordinate legislation; and
- (c) requirements, approvals (including conditions) and guidelines of any Government Body that have force of law.

**month** means calendar month.

**Outcomes** means the outcomes (if any) that the Recipient must achieve in relation to the application of the Grant or carrying out the Approved Purpose, as set out in Item 10.

**PPSA Security Interest** has the meaning given to the term 'security interest' in the *Personal Property Securities Act 2009* (Cwlth).

**Personnel** means any person who is an officer, employee, agent, or professional advisor of the Recipient.

**Recipient** means the person named above as the Recipient and, where the context requires, includes the officers and employees of the Recipient.

**Relevant Matter** means any matter or thing related to any of the following:

- (a) the performance by the Recipient of its obligations under this Deed;
- (b) the receipt, use or expenditure of the Grant;
- (c) the carrying out of the Approved Purpose (including the effectiveness of the Recipient's carrying out of the Approved Purpose);
- (d) any report provided, or to be provided, by the Recipient to the Grantor in accordance with this Deed;
- (e) any information provided by the Recipient to the Grantor in connection with any application for the Grant;
- (f) any breach of this Deed by the Recipient;
- (g) the occurrence, or possible occurrence, of any Default Event.

**Right** includes a right, a power, a remedy, a discretion or an authority.

**Security Interest** means:

- (a) a PPSA Security Interest;
- (b) any mortgage, charge, bill of sale, pledge, deposit, lien, hypothecation, arrangement for the retention of title and any other interest or power given by way of security for any debt, monetary liability or other obligation and includes any agreement to grant or create any of the foregoing.

## 1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;

- (b) words importing a gender include all genders;
- (c) other parts of speech and grammatical forms of a word or phrase defined in this Deed have a corresponding meaning;
- (d) a reference to a thing (including property or an amount) is a reference to the whole and each part of that thing;
- (e) a reference to a group of persons includes a reference to any one or more of those persons;
- (f) a reference to an annexure, an appendix, an attachment, a schedule, a party, a clause or a part is a reference to an annexure, an appendix, an attachment, a schedule or a part to, or a clause or a part of, this Deed;
- (g) a reference to any legislation or legislative provision includes subordinate legislation made under it and any amendment to, or replacement for, any of them;
- (h) writing includes marks, figures, symbols, images or perforations having a meaning for persons qualified to interpret them;
- (i) a reference to a document includes:
  - (i) any thing on which there is writing;
  - (ii) any thing from which sounds, images or writings can be reproduced with or without the aid of any thing else;
  - (iii) an amendment or supplement to, or replacement or novation of, that document; or
  - (iv) a map, plan, drawing or photograph;
- (j) a reference to an agreement includes an undertaking, deed, agreement or legally enforceable arrangement or understanding, whether or not in writing;
- (k) a reference to a 'person' includes a natural person, a partnership, a body corporate, a corporation sole, an association, a Government Body, or any other entity;
- (l) a reference to a party includes that party's executors, administrators, successors and permitted assigns and substitutes;
- (m) a reference to a Minister includes, as applicable, that Minister's predecessors and successors in office;
- (n) a reference to a Government Body or other body or organisation that has ceased to exist, or that has been renamed, reconstituted or replaced, or the powers or functions of which have been substantially transferred, is taken to refer respectively to the Government Body or other body or organisation as renamed or reconstituted, or established or formed in its place, or to which its powers or functions have been substantially transferred;
- (o) a reference to an office in a Government Body or other body or organisation includes any person acting in that office, and if the office is vacant, the person who for the time being is substantially responsible for the exercise of the duties, functions or powers of that office;
- (p) mentioning any thing after the words 'includes', 'included' or 'including' does not limit the meaning of any thing mentioned before those words;

- (q) a reference to a day is to be interpreted as the period of time in Tasmania commencing at midnight and ending 24 hours later;
- (r) reference to a time or date in connection with the performance of an obligation by a party is a reference to the time or date in Hobart, Tasmania, even if the obligation is to be performed elsewhere; and
- (s) references to '\$' and 'dollars' are to Australian dollars.

### **1.3 Headings**

Headings are included for convenience only and do not affect the interpretation of this Deed.

### **1.4 No rule of construction applies to disadvantage party**

In relation to the interpretation of this Deed, no rule of construction is to apply to the disadvantage of a party because that party was responsible for the preparation of this Deed or any part of it.

### **1.5 Information Table**

- (a) An Item that has not been completed will be taken to be 'not applicable'.
- (b) Unless the context otherwise requires, expressions defined in the Information Table have the same meanings when used in other parts of this Deed.

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## **2 Grant**

### **2.1 Agreement to provide Grant**

Subject to the terms of this Deed, the Grantor will provide to the Recipient the monetary grant set out in Item 2 for use by the Recipient for the Approved Purpose in accordance with this Deed.

### **2.2 Acknowledgments**

The Recipient acknowledges and agrees that:

- (a) the Grantor's financial assistance to the Recipient in respect of the Approved Purpose is limited to the Grant;
- (b) nothing in this Deed requires the Grantor to provide any further financial assistance to the Recipient in respect of the Approved Purpose; and
- (c) the Grantor is not responsible for any liabilities incurred by the Recipient, or any obligations entered into by the Recipient, as a result of or arising out of, the Recipient's obligations under this Deed or in respect of the Approved Purpose.

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## **3 Payment of Grant to Recipient**

### **3.1 Method of Grant payment**

Subject to clause 3.2 and, if applicable, clause 3.3, the Grantor will pay the Grant to the Recipient in the manner specified in Item 3. If no method of payment is specified in Item 3, the method of payment will be as determined by the Grantor.

### 3.2 Conditions affecting Grant payment

- (a) **(Conditions precedent):** If Item 4 includes any conditions precedent to the payment of the Grant, then the obligation of the Grantor to pay the Grant or part of the Grant is subject to the prior and continuing satisfaction of those conditions precedent (except for any of those conditions precedent waived in writing by the Grantor).
- (b) **(Payment of Grant instalments linked to performance):** If:
  - (i) the payment details in Item 3 provide for the payment of the Grant by instalments; and
  - (ii) the payment of an instalment of the Grant is linked to the performance of an obligation by the Recipient, or the occurrence of an event,the Grantor is not required to pay that instalment of the Grant until, as applicable, the Recipient has completed the performance of that obligation (to the satisfaction of the Grantor) or that event has occurred.
- (c) **(Default Events):** The Grantor is not required to pay the Grant (or if the Grant is payable by instalments, any instalment of the Grant) to the Recipient if a Default Event has occurred and has not been remedied to the satisfaction of the Grantor.
- (d) **(Requirement for tax invoice):** If the Grant, or any instalment of the Grant, is subject to GST, the Grantor is not required to pay the Grant (or the relevant instalment) until the Grantor has received from the Recipient a correctly rendered tax invoice in accordance with clause 13.

### 3.3 Grant Account

- (a) This clause 3.3 applies if Item 5 states that this clause applies.
- (b) The Grantor is not required to pay the Grant, or any instalment of the Grant, to the Recipient until:
  - (i) the Recipient has established an account at an authorised deposit-taking institution (as defined in the Banking Act 1959 (Cwlth)) to be used solely for the purpose of receiving and applying the Grant (Grant Account); and
  - (ii) the Recipient has provided details of the Grant Account to the Grantor.
- (c) The Grantor may pay the Grant, or any instalment of the Grant, by depositing it to the Grant Account. If the Grantor pays the Grant, or any instalment of the Grant, directly to the Recipient, the Recipient must immediately deposit it to the Grant Account.
- (d) The Recipient must only make withdrawals from the Grant Account for the sole purpose of paying amounts, debts and monetary liabilities properly incurred, and immediately due and payable, by the Recipient as part of the Approved Purpose.
- (e) The Recipient holds the Grant on trust for the Grantor until such time as the Recipient is entitled to withdraw the Grant, or part of it, from the Grant Account in accordance with clause 3.3(d).
- (f) Any interest earned on the Grant Account will be taken to form part of the Grant, and must be used only for the Approved Purpose.

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## 4 Application of Grant and related matters

### 4.1 Application of Grant for Approved Purpose

- (a) The Recipient must only use the Grant to undertake the Approved Purpose.
- (b) The Recipient must not change the Approved Purpose without the prior written approval of the Grantor, which approval may be given or withheld in the Grantor's absolute discretion.
- (c) The Recipient must undertake the Approved Purpose:
  - (i) in a timely, diligent, reasonable and economical manner; and
  - (ii) exercising reasonable skill, care and attention,having regard to the circumstances in which the Grant is made and the status of the Recipient.
- (d) If Item 6 includes or refers to a plan (**Agreed Plan**) for the carrying out of the Approved Purpose, the Recipient must carry out the Approved Purpose in accordance with that plan. The Recipient must not change the Agreed Plan without the prior written approval of the Grantor.
- (e) If Item 7 includes or refers to a budget (**Agreed Budget**) for the carrying out of the Approved Purpose, the Recipient must carry out the Approved Purpose in accordance with that budget. The Recipient must not change the Agreed Budget without the prior written approval of the Grantor.

### 4.2 Restrictions on use of Grant

- (a) The Recipient must not use the Grant for the purpose of obtaining legal services except to the extent that the legal services are expressly included in the Approved Purpose.
- (b) Without limiting clause 4.2(a), if the Recipient is a body corporate, the Recipient must not use the Grant for the purpose of obtaining legal advice in relation to any actual or threatened dispute concerning any current or past:
  - (i) member;
  - (ii) director;
  - (iii) officeholder; or
  - (iv) employee involved in the management,of the body corporate.
- (c) Without limiting any other Right, if the Recipient is in breach of this Deed the Grantor may by notice in writing direct the Recipient not to spend any unexpended part of the Grant.
- (d) The Recipient must not spend any unexpended part of the Grant after it receives a notice from the Grantor under clause 4.2(c) unless and until the Grantor gives written notice to the Recipient authorising the further expenditure of the Grant by the Recipient.
- (e) Without limiting clause 4.2(c), for the purposes of that clause the Recipient will be taken to be in breach of this Deed if any representation or warranty given by the Recipient to the Grantor under this Deed is false, untrue or misleading.

#### **4.3 No conflict**

- (a) The Recipient warrants that, to the best of its knowledge after making diligent inquiry, at the date of this Deed no Conflict exists or is likely to arise in the performance of the Recipient's obligations under this Deed.
- (b) If a Conflict arises or appears likely to arise, the Recipient must:
  - (i) notify the Grantor immediately;
  - (ii) make full disclosure to the Grantor of all relevant information relating to the Conflict or potential Conflict; and
  - (iii) take any steps the Grantor reasonably requires to resolve or otherwise deal with that Conflict or potential Conflict.

#### **4.4 Commencement of Approved Purpose**

The Recipient must substantially commence (to the Grantor's satisfaction) the Approved Purpose by the date shown in Item 8 or such later date, if any, approved in writing by the Grantor.

#### **4.5 Completion of Approved Purpose**

The Recipient must complete the Approved Purpose by the date shown in Item 9 or such later date, if any, approved in writing by the Grantor.

#### **4.6 Compliance with Law**

The Recipient must comply with all applicable Laws in expending the Grant and in carrying out the Approved Purpose.

#### **4.7 Carrying out activity**

- (a) If the Approved Purpose requires the carrying out of any activity, the Recipient must carry out that activity, or ensure that the activity is carried out by others, in a proper and workmanlike manner in accordance with all applicable Laws.
- (b) The Recipient must ensure that its Personnel involved in carrying out the Approved Purpose, and contractors engaged by the Recipient to undertake any task related to the carrying out of the Approved Purpose, are appropriately qualified and experienced.

#### **4.8 Contractors**

- (a) The Recipient is not relieved of any of its obligations or liabilities under this Deed as a result of the Recipient's engagement of any contractor to undertake any task related to the performance of any of those obligations.
- (b) Upon request by the Grantor, the Recipient must provide to the Grantor details of all contractors engaged by the Recipient to perform any task related to the performance by the Recipient of any of its obligations under this Deed.

#### **4.9 Outcomes**

- (a) This clause 4.9 applies if Item 10 includes Outcomes.
- (b) The Recipient must:
  - (i) ensure that it achieves all of the Outcomes;

- (ii) provide to the Grantor such reports and statements, as the Grantor requires from time to time, showing the extent to which the Grantor is achieving the Outcomes; and
- (iii) as required by the Grantor from time to time, meet with the Grantor (or persons authorised by the Grantor) to review and discuss the extent to which the Recipient is achieving the Outcomes.

#### **4.10 Financial records**

- (a) The Recipient must keep and maintain proper accounts, records and financial statements showing, the receipt, use and expenditure of the Grant and the carrying out of the Approved Purpose.
- (b) The accounts, records and financial statements must be retained by the Recipient for a period of at least seven years after earliest of the following dates:
  - (i) the date the Recipient completes the Approved Purpose; and
  - (ii) the date upon which this Deed is terminated by the Grantor.
- (c) The Recipient's financial statements must show, as separate items, the receipt, use and expenditure of the Grant.
- (d) The Recipient must allow the Auditor-General of Tasmania (or his or her nominee) to audit, inspect, and to take copies of, the Recipient's accounts, records and financial statements relating to the receipt, use and expenditure of the Grant.
- (e) This clause 4.10 survives the termination of this Deed.

#### **4.11 Grant not to be used as security**

The Recipient must not grant, or allow to exist, any Security Interest over this Deed, the Grant or the Grant Account (if any).

#### **4.12 Notice by Recipient of adverse matters**

The Recipient must immediately notify the Grantor in writing of:

- (a) the occurrence of any matter, event or thing, occurring after the date of this Deed, that adversely affects or materially delays the Recipient carrying out the Approved Purpose in accordance with, or the performance by the Recipient of its obligations under, this Deed;
- (b) any breach of this Deed by the Recipient; or
- (c) the occurrence of any Default Event.

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## **5 Publicity concerning Grant and Approved Purpose**

### **5.1 Acknowledgement**

The Recipient must include in any correspondence, promotional material, public (including media) announcement, advertising material, or other publication concerning the Approved Purpose, an acknowledgement that the Approved Purpose is assisted by a grant from the Grantor. The acknowledgement must be in a form and substance approved in writing by the Grantor.

## **5.2 Publicity**

The Grantor reserves the Right to make public (including media) announcements in relation to, and otherwise report upon the Grant, the awarding of the Grant and any Relevant Matter.

## **5.3 Official launch and major announcements**

- (a) The Recipient must give the Grantor reasonable notice of each proposed Specified Event (being not less than 15 Business Days notice). If required by the Grantor, the Recipient must consult with the Grantor concerning the timing, planning and conduct of each Specified Event.
- (b) In this clause, **Specified Event** means:
  - (i) an official launch or opening by the Recipient of any facility or works acquired or developed as part of the Approved Purpose; and
  - (ii) any media conference or public event arranged by the Recipient concerning the Approved Purpose.

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## **6 Repayment of Grant by Recipient**

### **6.1 Repayment of any unexpended part of Grant**

Not later than 20 Business Days after the completion of the Approved Purpose, the Recipient must notify the Grantor in writing if any part of the Grant has not been expended. The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor all or any part of the Grant that has not been expended by the Recipient.

### **6.2 Repayment for incorrect use of Grant**

The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor the Grant (or any part of the Grant) that is applied or used by the Recipient for a purpose that is not an Approved Purpose.

### **6.3 Repayment of Grant - other circumstances**

The Grantor may by notice in writing to the Recipient demand that the Recipient repay to the Grantor the Grant (or such part of the Grant as may be determined by the Grantor in its absolute discretion) if:

- (a) the Recipient does not substantially commence the Approved Purpose by the date shown in Item 8 or such later date, if any, approved in writing by the Grantor;
- (b) the Recipient does not complete the Approved Purpose by the date shown in Item 9 or such later date, if any, approved in writing by the Grantor;
- (c) this Deed is terminated by the Grantor in accordance with clause 11; or
- (d) a Default Event occurs.

### **6.4 Recipient must comply with notice**

The Recipient must comply with any notice given by the Grantor in accordance with clauses 6.1, 6.2 or 6.3 within five Business Days of that notice, or such other period determined by the Grantor and specified in the notice. The amount specified in a notice is a debt repayable by the Recipient to the Grantor.



## **6.5 Interpretation**

Nothing in this clause 6 limits the generality of any thing else in this clause.

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## **7 Review, monitoring, audit, reports and related matters**

### **7.1 Review, monitoring or audit of Relevant Matters**

- (a) The Grantor may from time to time review, monitor or audit any Relevant Matter.
- (b) The Recipient must in connection with any such review, monitoring or audit by the Grantor:
  - (i) assist and co-operate with the Grantor;
  - (ii) meet with the Grantor at such times, and in such manner, as the Grantor reasonably determines;
  - (iii) permit the Grantor, at reasonable times and on reasonable notice:
    - (A) to inspect and take copies of the Recipient's financial and other records;
    - (B) to enter and inspect any premises owned, occupied or used by the Recipient;
    - (C) to inspect any other property (including plant and equipment) owned or used by the Recipient;
  - (iv) promptly answer all questions put by the Grantor.
- (c) In this clause, each reference to the 'Grantor' includes a reference to a person authorised in writing by an Authorised Officer for the Grantor.

### **7.2 Reporting**

- (a) The Recipient must provide to the Grantor the reports and other documents (if any) specified in Item 11.
- (b) The Recipient must provide to the Grantor such reports and documents as required by the Grantor from time to time in connection with any Relevant Matter. Unless otherwise stated in Item 11, nothing in that Item limits the reports or frequency of reports that the Grantor may require under this clause 7.2(b).
- (c) The Recipient gives to the Grantor an irrevocable, non-exclusive, world-wide, perpetual and royalty-free, licence (including the right to grant sub-licences) to use, reproduce, modify and adapt the whole or any part of any report or document given by the Recipient to the Grantor in accordance with this clause 7.2. The Recipient must ensure that it obtains from any third party holding moral rights (within the meaning of the *Copyright Act 1968* (Cwlth)) in any such report or document consent to any infringement of their moral rights by the Grantor.

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## **8 Indemnities**

### **8.1 Indemnities from Recipient**

The Recipient indemnifies, and must keep indemnified, the Grantor from and against all actions, claims, demands, losses, damages, costs and expenses for which the Grantor becomes liable:

- (a) in connection with or arising out of:
  - (i) personal injury to, or death of, any person;
  - (ii) loss or damage to the property of any person; and
  - (iii) financial loss of a third party,arising from, or attributable to, the Recipient carrying out the Approved Purpose or performing its obligations under this Deed, to the extent that the injury, death, loss or damage is not caused by a wrongful (including negligent) act or omission of the Grantor;
- (b) in connection with or arising out of the use by the Grantor of any report or other document provided by the Recipient in accordance with this Deed, including any claims regarding the ownership or right to use intellectual property or moral rights (as defined in the *Copyright Act 1968* (Cwlth)) in such reports or documents.

### **8.2 Continuing obligation**

The indemnities in clause 8.1:

- (a) are continuing obligations of the Recipient;
- (b) separate and independent from any other obligations of the Recipient; and
- (c) survive the expiration or termination of this Deed.

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## **9 Insurance**

### **9.1 Application**

This clause 9 applies if Item 12 states that this clause applies.

### **9.2 Recipient to insure**

- (a) The Recipient must for at least the Relevant Period hold and keep current a contract of insurance with a reputable insurer, lawfully carrying on insurance business in Australia, indemnifying the Recipient's liability for:
  - (i) personal injury to, or death of, any person; and
  - (ii) loss or damage to the property of any person,for at least the amount shown in Item 12 for each individual claim or series of claims arising out of a single occurrence, or for such other sum as the Grantor reasonably determines from time to time and notifies to the Recipient.
- (b) The liability to be insured against under clause 9.2(a) is liability arising from, or attributable to, the Recipient carrying out the Approved Purpose to the extent that

the injury, death, damage or loss is caused by a negligent act or omission of the Recipient or the Recipient's employees or agents.

- (c) In this clause, **Relevant Period** means the period commencing on the date of this Deed and ending on the date on or by which all of the Recipient's obligations under this Deed related to the carrying out of the Approved Purpose have been performed.

### 9.3 Grantor to be named as principal

The insurance contract required by clause 9.2(a) must name the Grantor as a principal in respect of the Recipient for the purpose of indemnifying the Grantor for any vicarious or other legal liability (if any) it may have in respect of any injury, death, damage or loss caused by a negligent act or omission of the Recipient or the Recipient's employees or agents.

### 9.4 Recipient to notify Grantor

The Recipient must notify the Grantor in writing as soon as practicable if:

- (a) the insurance contract required by clause 9.2(a) lapses, is cancelled or is materially altered; or
- (b) the Recipient claims, or becomes entitled to claim, under the insurance contract for something related to the carrying out of the Approved Purpose or this Deed.

### 9.5 Protection of insurance

The Recipient must:

- (a) comply with the insurance contract required by clause 9.2(a);
- (b) not do anything which may result in the cancellation of the insurance contract, the refusal by the insurer to renew the insurance contract, or the loss of any right to claim under the insurance contract;
- (c) not without the prior written consent of the Grantor vary, rescind, cancel or terminate the insurance contract.

### 9.6 Policy documents

The Recipient must give to the Grantor:

- (a) when requested by the Grantor, a copy of the insurance contract required by clause 9.2(a) and evidence of the currency of that insurance contract; and
- (b) a copy of each document issued to the Recipient by the insurer in relation to that insurance contract.

---

## 10 Representations and warranties

### 10.1 Warranties

The Recipient represents and warrants to the Grantor that:

- (a) **(no disputes)**: except as previously disclosed in writing by the Recipient to the Grantor prior to the date of this Deed, there are no actions or proceedings commenced or threatened affecting the Recipient which may affect its capacity to perform its obligations under this Deed;

- (b) **(transaction permitted)**: the execution, delivery and performance of this Deed by the Recipient will not breach in any respect any provision of:
  - (i) any applicable Law or any order or ruling of a Government Body;
  - (ii) any agreement binding on the Recipient;
  - (iii) if the Recipient is a corporation, the Recipient's constitution;
- (c) **(incorporation)**: if the Recipient is a body corporate, it is duly incorporated and existing under the law of its place of incorporation, it is up-to-date in all reporting requirements and has the corporate power to enter into and perform its obligations under this Deed;
- (d) **(authorisations)**: if the Recipient is a body corporate, all necessary action has been taken by the Recipient to authorise its execution of, and the performance of its obligations under, this Deed;
- (e) **(power)**: the Recipient is not subject to any legal disability or incapacity;
- (f) **(binding obligation)**: this Deed:
  - (i) constitutes a valid legal and binding obligation on the part of the Recipient;
  - (ii) is enforceable in accordance with its terms;
  - (iii) is not void or voidable;
- (g) **(information)**: all information given, and each statement made, to the Grantor by the Recipient or its agents concerning any application for the Grant, is true, correct and not misleading in any way;
- (h) **(Default Event)**: except as previously disclosed in writing by the Recipient to the Grantor prior to the date of this Deed, no Default Event (or event which with the giving of notice or the lapse of time would be likely to become a Default Event) has occurred or is continuing;
- (i) **(trustee warranties)**: if the Recipient enters into this Deed in its capacity as a trustee of a trust:
  - (i) **(trustee and personal capacity)**: the Recipient has entered into this Deed in its capacity as trustee as well as in its personal capacity;
  - (ii) **(sole trustee)**: the Recipient is the only trustee of the trust;
  - (iii) **(additional trustee)**: no action has been taken or is contemplated to remove the Recipient as trustee of the trust or to appoint an additional trustee of the trust;
  - (iv) **(power)**: the Recipient (as trustee of the trust) has power to enter into this Deed;
  - (v) **(full force and effect)**: the trust is in full force and effect and no action has been taken or is threatened to terminate the trust;
  - (vi) **(due administration)**: the Recipient has entered into this Deed as part of the due and proper administration of the trust and for the benefit of the beneficiaries under the trust;

- (vii) **(right of indemnity)**: the Recipient has a right to be indemnified out of the assets of the trust in respect of its obligations under this Deed;
- (viii) **(trust deed)**: all documents evidencing the terms of the trust were delivered to the Grantor prior to the date of this Deed, and:
  - (A) are current and have not been amended, altered or revoked in any way; and
  - (B) contain all of the terms of the trust; and
- (ix) **(no default)**: the Recipient is not in default of its duties as trustee.

## 10.2 Survival and repetition of representations and warranties

Each representation and warranty in clause 10.1:

- (a) survives the execution of this Deed; and
- (b) until all of the Recipient's obligations under this Deed have been discharged, is deemed to be repeated with reference to the facts and circumstances then existing on the first day of each named month.

## 10.3 No reliance by the Recipient

The Recipient acknowledges that it has not entered into this Deed in reliance on any representation, warranty, promise, statement or undertaking made by the Grantor or any person on behalf of the Grantor.

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# 11 Default Events, termination, scope reduction and suspension

## 11.1 Default Events

Each of the following events is a Default Event for the purposes of this Deed:

- (a) **(Breach not capable of being remedied)**: If the Recipient breaches any of its obligations under this Deed and the breach is not capable of being remedied.
- (b) **(Failure to remedy breach)**: If:
  - (i) the Recipient breaches any of its obligations under this Deed;
  - (ii) the breach is capable of being remedied; and
  - (iii) the Recipient fails to remedy the breach within the period (being a period of not less than five Business Days) specified by the Grantor in a notice given to the Recipient detailing the breach.
- (c) **(Repudiation)**: If the Recipient repudiates this Deed.
- (d) **(Natural person)**: If the Recipient is a natural person, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient:
  - (i) dies;
  - (ii) becomes an insolvent under administration (as defined in section 9 of the *Corporations Act 2001* (Cwlth)), or any action is taken which could result in that event; or
  - (iii) ceases to be of full legal capacity.

- (e) **(Body corporate related events):** If the Recipient is a body corporate, at any time before the Recipient has performed all of its obligations under this Deed:
  - (i) the Recipient becomes an externally administered body corporate (as defined in section 9 of the *Corporations Act 2001* (Cwlth));
  - (ii) a person becomes a controller (as defined in section 9 of the *Corporations Act 2001* (Cwlth)) of any of the Recipient's property;
  - (iii) the Recipient is dissolved, wound-up or its registration is cancelled;
  - (iv) any process or action is commenced or taken which could lead to an event mentioned in clause 11.1(e)(iii); or
  - (v) in the opinion of an Authorised Officer for the Grantor, the corporate governance or administration of the Recipient is materially deficient or unsatisfactory.
- (f) **(Ceasing to carry on operations):** If, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient ceases to carry on, or threatens to cease carrying on, all or a substantial part of its operations without the prior written consent of the Grantor.
- (g) **(Meeting of creditors):** If, at any time before the Recipient has performed all of its obligations under this Deed, the Recipient convenes a meeting of its creditors, or proposes or enters into any scheme of arrangement, reconstruction or composition, with all or some of its creditors.
- (h) **(Representation):** If any representation or warranty by the Recipient in this Deed is untrue, false or misleading when made or repeated.

## 11.2 Termination - Default Events

In addition to any other Rights, if a Default Event occurs, the Grantor may terminate this Deed by notice in writing to the Recipient. The termination takes effect when the Grantor's notice is taken to have been received by the Recipient in accordance with clause 15.3 (or any later date specified in the notice).

## 11.3 Termination for convenience

- (a) The Grantor may, at any time, by notice in writing to the Recipient, terminate this Deed for convenience.
- (b) If this Deed is terminated in accordance with clause 11.3(a):
  - (i) the Recipient must:
    - (A) take all reasonable steps to minimise any loss resulting from the termination; and
    - (B) repay to the Grantor any unexpended part of the Grant that is not required by the Recipient to pay a debt or liability properly incurred by the Recipient in undertaking the Approved Purpose up until the termination; and
  - (ii) the Grantor must:
    - (A) subject to clauses 11.3(d) and 11.3(e), pay to the Recipient, as compensation, any reasonable costs actually incurred by the Recipient that are directly attributable to the termination; and

- (B) if the Grant was payable by instalments, pay to the Recipient any unpaid instalment of the Grant that was properly due and payable to the Recipient for undertaking the Approved Purpose up until the termination of this Deed.
- (c) No compensation is payable by the Grantor to the Recipient in connection with the termination of this Deed in accordance with clause 11.3(a) except as provided for in clause 11.3(b)(ii)(A).
- (d) The Grantor is not liable to pay compensation under clause 11.3(b)(ii)(A) for an amount which would, in addition to any other amounts paid or due, or becoming due, by the Grantor to the Recipient under this Deed, exceed the original total of the Grant payable under this Deed.
- (e) The Recipient is not entitled to compensation for loss of prospective profits.

#### **11.4 Reduction in scope of Approved Purpose**

- (a) The Grantor may, at any time, by notice in writing to the Recipient, reduce the scope of the Approved Purpose for convenience.
- (b) If the scope of Approved Purpose is reduced in accordance with clause 11.4(a):
  - (i) the Recipient must:
    - (A) take all reasonable action to minimise any loss resulting from the reduction of scope; and
    - (B) continue to undertake each part of the Approved Purpose that is not affected by the notice;
  - (ii) subject to clauses 11.4(d) and 11.4(e), the Grantor must pay to the Recipient, as compensation, any reasonable costs actually incurred by the Recipient that are directly attributable to the reduction in the scope of the Approved Purpose; and
  - (iii) the Grant is to be reduced in proportion to the reduction in the scope of the Approved Purpose.
- (c) No compensation is payable by the Grantor to the Recipient in connection with a reduction in the scope of the Approved Purpose in accordance with clause 11.4(a) except as provided for in clause 11.4(b)(ii).
- (d) The Grantor is not liable to pay compensation under clause 11.4(b)(ii) for an amount which would, in addition to any other amounts paid or due, or becoming due, by the Grantor to the Recipient under this Deed, exceed the original total of the Grant payable under this Deed.
- (e) The Recipient is not entitled to compensation for loss of prospective profits

#### **11.5 Suspension of payment of Grant (or instalment of Grant)**

- (a) The Grantor may, by notice in writing to the Recipient (**Suspension Notice**), suspend payment of the Grant (or if the Grant is payable by instalments, an instalment of the Grant) to the Recipient if the Grantor is not satisfied that the Recipient is undertaking the Approved Purpose in accordance with this Deed.
- (b) Any suspension of payment of the Grant (or any instalment of the Grant) in accordance with clause 11.5(a):

- (i) operates on and from the date of the Suspension Notice; and
- (ii) continues until such time as the Grantor notifies the Recipient in writing that the Grantor:
  - (A) is satisfied that the Recipient is undertaking the Approved Purpose in accordance with this Deed; or
  - (B) withdraws the Suspension Notice.
- (c) The Grantor is not liable for any loss or damage incurred by the Recipient as a consequence of the suspension.

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## **12 Special terms and conditions**

- (a) The special terms and conditions (if any) in Item 13 form part of this Deed.
- (b) If there is any inconsistency between the special terms and conditions in Item 13 and another provision of this Deed, the special terms and conditions override the other provision to the extent of the inconsistency.
- (c) A special term or condition in Item 13 is taken not to be inconsistent with another provision of this Deed if the special term or condition and the other provision of this Deed are both capable of being complied with.
- (d) To avoid doubt and without limiting the operation of clause 16.16, any Right contained in Item 13 is in addition to any other Rights provided for in this Deed or at Law.

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## **13 GST**

- (a) Unless otherwise stated in this Deed, all amounts payable by one party to another party are exclusive of GST.
- (b) If GST is imposed or payable on any supply made by a party under this Deed, the recipient of the supply must pay to the supplier, in addition to the GST exclusive consideration for that supply, an additional amount equal to the GST exclusive consideration multiplied by the prevailing GST rate. The additional amount is payable at the same time and in the same manner as the consideration for the supply.
- (c) A party that makes a taxable supply under this Deed must provide a valid tax invoice to the recipient of the supply.
- (d) A party's right to payment under clause 13(b) is subject to a valid tax invoice being delivered to the party liable to pay for the taxable supply.
- (e) If the consideration for a supply under this Deed is a payment or reimbursement for, or contribution to, any expense or liability incurred by the supplier to a third party, the amount to be paid, reimbursed or contributed in respect of the expense or liability will be the amount of the expense or liability net of any input tax credit to which the supplier is entitled in respect of the expense or liability.
- (f) Where any amount payable under this Deed is paid by being set-off against another amount, each amount must be calculated in accordance with this clause 13 as if it were an actual payment made pursuant to this Deed.



- (g) Unless the context otherwise requires, expressions used in this clause 13 that are defined in the GST Laws have the meanings given to those expressions in the GST Laws.

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## **14 Dispute resolution**

### **14.1 Application**

This clause 14 does not apply to any dispute or difference between the parties concerning the exercise by any party of any Right under legislation.

### **14.2 Negotiation**

If a party gives written notice to each other party of a dispute or difference concerning this Deed, the parties must undertake negotiations with a view to resolving the dispute or difference.

### **14.3 Status of negotiations**

- (a) Unless otherwise agreed in writing by the parties and subject to applicable Laws, other than the fact of occurrence, all aspects of negotiations for the purpose of clause 14.2 will be without prejudice and treated as confidential including:
- (i) any settlement proposal made to, or considered by, a party;
  - (ii) the willingness of a party to consider a settlement proposal;
  - (iii) any statement made by, or on behalf of, a party during the negotiations; and
  - (iv) any document prepared for the purposes of the negotiations.
- (b) Nothing in clause 14.3(a):
- (i) prevents a party from enforcing any signed settlement agreement made by the parties in relation to the dispute or difference;
  - (ii) prevents an agent or instrumentality of the Crown (that is a separate legal entity) from disclosing any matter to the Crown; or
  - (iii) prevents a Minister of the Crown from making a statement to Parliament or exercising any Right.

### **14.4 Further action**

If, after 10 Business Days following receipt by a party of a notice under clause 14.2, the parties are unable to resolve the dispute or difference by negotiation, a party may take any lawful action as that party sees fit (including commencing legal proceedings) in relation to the dispute or difference.

### **14.5 Continuation of performance**

Despite the existence of any dispute or difference, unless this Deed has been terminated, each party must continue to perform its obligations in accordance with this Deed.

### **14.6 Injunctive and other discretionary relief**

Nothing in this clause 14 prevents a party from commencing legal proceedings to seek an injunction (whether interim or permanent), a writ of specific performance, declaratory relief, or any urgent or other interlocutory relief.

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## **15 Notices**

### **15.1 Notice requirements**

- (a) A notice, certificate, consent, application, waiver or other communication (each a **Notice**) under this Deed must be:
  - (i) in legible writing in the English language;
  - (ii) subject to clauses 15.1(b) and 15.1(c), signed by or on behalf of the sender or by a lawyer for the sender;
  - (iii) marked for the attention of the person or position (if any) specified in the Details applicable to the intended recipient of the Notice or, if the intended recipient has notified otherwise, marked for attention in the way last notified; and
  - (iv) left or sent in accordance with clause 15.2.
- (b) A printed or copy signature is sufficient for the purposes of sending any Notice by facsimile.
- (c) A Notice sent by email is taken to have been signed by the sender.
- (d) A Notice must not be given orally.

### **15.2 Method and address for delivery**

- (a) Subject to clause 15.2(b), a Notice must be:
  - (i) left at the intended recipient's address set out in the Details;
  - (ii) sent by prepaid ordinary mail (or prepaid airmail, if from one country to another country) to the intended recipient's address set out in the Details;
  - (iii) sent by facsimile to the intended recipient's facsimile number (if any) set out in the Details; or
  - (iv) sent by email to the intended recipient's email address (if any) set out in the Details.
- (b) If the intended recipient of a Notice has notified the sender of another address, facsimile number or email address for the purposes of receiving Notices, then subsequent Notices to that intended recipient must be left at or sent to the address, facsimile number or email address (as applicable) last notified by that intended recipient.

### **15.3 Time of receipt**

- (a) Subject to clause 15.3(b), a Notice is taken to have been received by the intended recipient:
  - (i) if left at the intended recipient's address, at the time of delivery;
  - (ii) if sent by prepaid ordinary mail, on the third Business Day after the day of posting, or if sent by prepaid airmail from one country to another country, on the tenth Business Day after the day of posting;
  - (iii) if sent by facsimile, at the time shown in the transmission report as the time when the whole Notice was sent; and

- (iv) if sent by email, four hours after the time the email was sent (as recorded by the device from which the email was sent) provided that the sender has not received an automated message that the email has not been delivered.
- (b) If a Notice is received by a recipient on a day that is not a Business Day or after 4.00pm on a Business Day, the Notice is taken to be received at 9.00am on the next Business Day.
- (c) A Notice is effective from the time it is taken to have been received in accordance with clauses 15.3(a) and 15.3(b) (unless a later time is specified in the Notice, in which case the notice takes effect from that time).

#### **15.4 Other modes or places of service**

Nothing in this Deed limits or excludes any other mode or place of service required by an applicable Law.

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### **16 Miscellaneous**

#### **16.1 Governing law**

This Deed is governed by the Laws applying in Tasmania.

#### **16.2 Dispute jurisdiction**

The parties submit to the non-exclusive jurisdiction of courts with jurisdiction in Tasmania, and any courts that may hear appeals from those courts, in respect of any proceedings in connection with this Deed.

#### **16.3 Entire agreements clause**

- (a) This Deed forms the entire agreement of the parties in respect of its subject matter. The only enforceable obligations of the parties in relation to the subject matter of this Deed are those that arise out of the provisions contained in this Deed. All prior agreements in relation to the subject matter of this Deed are merged in and superseded by this Deed unless expressly incorporated in this Deed as an annexure, an appendix, an attachment or by reference.
- (b) Nothing in clause 16.3(a) affects the Grantor's Rights in connection with this Deed in relation to any information given, or statement made, to the Grantor by the Recipient, it employees or agents concerning any application for the Grant.

#### **16.4 Liability**

An obligation of, or a representation, a warranty or an indemnity by, two or more parties (including where two or more persons are included in the same defined term) under or in respect of this Deed, binds them jointly and each of them severally.

#### **16.5 Benefit**

An obligation, a representation, a warranty or an indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and each of them severally.

#### **16.6 Compliance with obligations**

- (a) The Recipient must ensure that its officers, employees, volunteers, authorised contractors, agents and advisers involved in the performance by the Recipient of its obligations under this Deed:

- (i) comply with the provisions of this Deed related to that performance; and
  - (ii) do not conduct themselves in a way that would result in the party being in breach of this Deed or that, if the conduct was undertaken by the Recipient, would result in the Recipient being in breach of this Deed.
- (b) If the Recipient is prohibited from doing anything under this Deed, the Recipient must not knowingly assist, authorise or allow any other person to do that thing.

#### **16.7 Severance**

If a provision of this Deed is or at any time becomes illegal, prohibited, void or unenforceable for any reason, that provision is severed from this Deed and the remaining provisions of this Deed:

- (a) continue to be enforceable; and
- (b) are to be construed with such additions, deletions and modifications of language as are necessary to give effect to the remaining provisions of this Deed.

#### **16.8 Counterparts**

- (a) This Deed may be entered into in any number of counterparts.
- (b) A party may execute this Deed by signing any counterpart.
- (c) All counterparts, taken together, constitute one instrument.

#### **16.9 Further assurance**

The parties agree to do or cause to be done all such acts, matters and things (including, as applicable, passing resolutions and executing documents) as are necessary or reasonably required to give full force and effect to this Deed.

#### **16.10 Business Days**

If the day on or by which an act, matter or thing is to be done under this Deed is not a Business Day, that act, matter or thing must be done by no later than the next Business Day.

#### **16.11 No partnership or agency**

- (a) Nothing contained or implied in this Deed will:
  - (i) constitute, or be taken to constitute, a party to be the partner, agent or legal representative of another party for any purpose;
  - (ii) create, or be taken to create, a partnership or joint venture; or
  - (iii) create, or be taken to create, an agency or trust.
- (b) The Recipient must not represent or hold itself out to be a partner, joint venturer, agent or representative of the Grantor.

#### **16.12 Legal costs**

Each party must bear their own costs in preparing and negotiating this Deed.

#### **16.13 Amendment**

This Deed may only be amended or supplemented in writing signed by the parties.

#### **16.14 Waiver**

- (a) A failure or delay in exercising a Right does not operate as a waiver of that Right.
- (b) A single or partial exercise of a Right does not preclude any other exercise of that Right or the exercise of any other Right.
- (c) A Right may only be waived in writing, signed by the party to be bound by the waiver. Unless expressly stated otherwise, a waiver of a Right is effective only in the specific instance and for the specific purpose for which it was given.

#### **16.15 Successors and assigns**

This Deed is binding on and benefits each party and, unless repugnant to the sense or context, their respective administrators, personal representatives, successors and permitted assigns.

#### **16.16 Rights cumulative**

Each Right of the Grantor provided for in this Deed:

- (a) operates independently of any other Right of the Grantor provided for in this Deed; and
- (b) is cumulative with, and does not exclude or limit, any other Right of the Grantor, whether at Law or pursuant to any other agreement, deed or document.

#### **16.17 Set-off**

The Grantor may set-off against any moneys payable by the Grantor to the Recipient under this Deed any debt or other moneys from time to time due and owing by the Recipient to the Grantor. This right of set-off does not limit or affect any other right of set-off available to the Grantor.

#### **16.18 No assignment**

The Recipient must not assign any of its Rights and obligations under this Deed except with the prior written consent of the Grantor.

#### **16.19 Disclosure**

- (a) Despite any confidentiality or intellectual property right subsisting in this Deed, a party may publish all or any part of this Deed without reference to another party.
- (b) Nothing in this clause derogates from a party's obligations under the *Personal Information Protection Act 2004* (Tas) or the *Privacy Act 1988* (Cwlth).

#### **16.20 Determination**

Where the Grantor is required or entitled to form or hold an opinion or view under or in relation to this Deed, that opinion or view may be formed or held by an Authorised Officer for the Grantor. This clause does not limit any other way in which the Grantor may otherwise form or hold an opinion or view under or in relation to this Deed.

#### **16.21 Consent and approvals**

- (a) This clause applies to any consent or approval which the Recipient must obtain from the Grantor in accordance with this Deed. For the avoidance of doubt, this clause does not apply to any consent or approval to be given under any legislation.
- (b) A request for consent or approval must be made in writing.

- (c) A consent or approval for the purposes of this Deed is not effective unless given in writing.
- (d) A consent or approval may be given subject to reasonable conditions.
- (e) A Recipient must comply with any conditions subject to which the consent or approval is given. To the extent that the Recipient fails to comply with the condition, that failure is taken to be a breach of this Deed.

#### **16.22 Doctrine of merger**

The doctrine or principle of merger does not apply to this Deed or to anything done under or in connection with this Deed. Accordingly, no Right or obligation of a party is merged in any thing done pursuant to this Deed.

#### **16.23 Minister or State of Tasmania expressed to be party**

- (a) If a Minister of the Crown (acting in that capacity) is expressed to be a party to this Deed, then unless an applicable Law provides otherwise:
  - (i) the Minister enters into this Deed on behalf of the Crown;
  - (ii) the Rights, obligations and liabilities expressed to be those of the Minister are Rights, obligations and liabilities of the Crown; and
  - (iii) each reference in this Deed to the Minister will be taken to include a reference to the Crown.
- (b) For the avoidance of doubt, if the State of Tasmania is expressed to be a party to this Deed, the Rights, obligations and liabilities of the State of Tasmania are Rights, obligations and liabilities of the Crown.

#### **16.24 No interference with executive duties or powers**

Nothing in this Deed is intended to prevent, is to be taken to prevent, or prevents, the free exercise by the Governor, by any member of the Executive Council, or by any Minister of the Crown, of any duties or authorities of his or her office. Any provision of this Deed that is inconsistent with this clause is of no legal effect to the extent of the inconsistency.

#### **16.25 Surviving provisions and termination**

- (a) The termination of this Deed does not affect or limit the operation or effect of clauses or parts of this Deed:
  - (i) that are expressed to survive the termination of this Deed;
  - (ii) that, at Law, survive the termination of this Deed; or
  - (iii) that are necessary to survive the termination of this Deed:
  - (iv) to give full force and effect to the parties' respective Rights, obligations and liabilities on or after the termination of this Deed;
    - (A) to enable a party to make, enforce or defend any claims related to this Deed; or
    - (B) to give full force and effect to the operation of clause 16.25(b) or clause 16.25(c).

- (b) The termination of this Deed does not affect any claims related to, or any Rights, releases, obligations or liabilities accrued or incurred under, this Deed before the date on which this Deed is terminated.
- (c) Nothing in this clause 16.25 affects or limits the operation of another provision of this Deed which gives a party Rights, or imposes obligations on a party, on or after the termination of this Deed.

**Executed as a deed**

# Signing

## Signing Page

Dated: 4 October

2021

### Execution by the Grantor

Executed as a deed on behalf of **The Crown in Right of Tasmania** by the person named below in the presence of the witness named below:

Signature:  
→

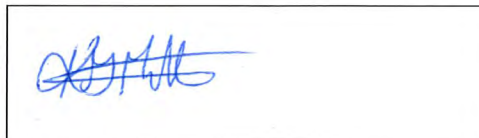


Being a person who has authority to sign  
this Deed on behalf of the Grantor

\*Print  
name and  
position:

Ross Smith  
DoJ Deputy Secretary

Witness'  
signature:  
→



\*Witness  
print  
name and  
position:

KATHERINE MILLS  
EXECUTIVE OFFICER

\*Use BLOCK LETTERS

\*Witness  
print address:

LEVEL 14, 110 COLLINS ST  
HOBART TAS 7000

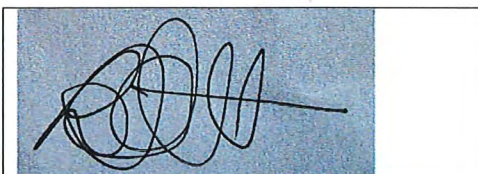
### Execution by the Recipient

The common seal of Tasmanian Residential Rental Property Owners Inc (ABN 48 523 636 561) was hereunto affixed in the presence of:

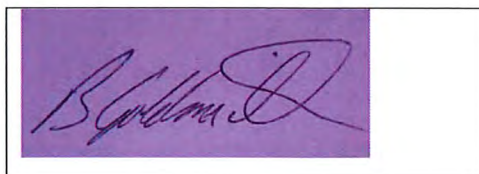
Common seal:  
→



Signature:  
→



Signature:  
→





\*Print  
name and  
office  
held:

LOUISE ELLIOT  
PRESIDENT AND PUBLIC OFFICER

\*Print  
name and  
office  
held:

DR BRADLEY GOLDSMITH  
TREASURER

\*Use BLOCK LETTERS

Note: In the case of a company that has only one director and one secretary, show the office held as  
'SOLE DIRECTOR AND SOLE COMPANY SECRETARY'

---

**From:** [Louise Elliot](#)  
**To:** [Tilley, David](#)  
**Subject:** Copy of Changes  
**Date:** Monday, 17 January 2022 9:56:33 AM

---

Hi Dave

Can I please have a copy of the draft changes in writing in full? Not for publication but our lawyer needs to see the full wording to advise about our breach/frustration of contract clause. Thanks.

**From:** [Louise Elliot](#)  
**To:** [Tilley, David](#)  
**Subject:** damage  
**Date:** Friday, 4 February 2022 2:41:06 PM

---

Hi Dave

When a tenant causes damage, say they broke a window blind, process needs to be followed abd what options are available to the landlord and tenant?

- Must the tenant notify the owner of all damage regardless of how minor?
- Can the tenant just repair the damage themselves and not advise the owner?
- Can the owner require that they must be informed?
- Can the Owner require that the tenant coordinate their repair (as well as paying for it) (if it was caused or allowed by the tenant)?

Thanks

Attorney-General  
Minister for Justice  
Minister for Corrections  
Minister for Workplace Safety and Consumer Affairs  
Minister for the Arts



Level 10 15 Murray Street HOBART TAS 7000 Australia  
GPO Box 123 HOBART TAS 7001 Australia  
Ph: +61 3 6165 7739  
Email [Minister.Archer@dpac.tas.gov.au](mailto:Minister.Archer@dpac.tas.gov.au)

18 MAR 2022

Ms Louise Elliot  
President  
Tasmania Residential Rental Property Owners Association

By email:

Louise

Dear Ms Elliot

Thank you for your correspondence dated 17 February concerning the supply of residential rental properties in Tasmania. I note your particular interest regarding the availability of housing for socially-disadvantaged tenants.

Many of the matters you raise cross my portfolios and others such as Housing, and Treasury and Finance. Our Government is committed to increasing the supply of housing in Tasmania and, in particular, the number of houses available to socially-disadvantaged tenants. It is on this basis that we will build 3,500 new social and affordable houses by 2027. This comprises a \$615 million investment in social and affordable housing initiatives, and is in addition to 1,105 social housing and supported accommodation properties that have been built by the Tasmanian Government since 2015.

This is in addition to the Home Builder and First Home-Owner Grants provided to Tasmanians to support them in the construction of their homes. Our First Home-Owner Grants have helped more than 3,750 Tasmanians build their first homes, and I can confirm that in the coming State Budget our Government is extending the First Home-Owner Grant of \$30,000 for another 12 months, from 1 July 2022.

Furthermore, the Premier recently announced that our Government will establish a new Statutory authority, Housing Tasmania, to increase housing supply and deliver more affordable homes and units, to deliver the stock of houses and the services required to cater for growing demand. Over the next decade, Housing Tasmania's Board will be tasked with building and acquiring, as well as partnering with, the not-for-profit sector to deliver an additional 6,500 homes and units on top of our current target of 3,500 homes by 2027 - for a total of 10,000 new homes by 2032.

As you may be aware, last year our Government reset the land tax threshold, which provided over \$56 million in land tax relief for landlords and property owners over four years. Growing rental prices showed that there is more we needed to do and that is why we will reset land tax thresholds, doubling the tax-free threshold to \$100,000. This means that no land tax will now be paid on land valued under \$100,000. We

will also lift the upper tax threshold to \$500,000 and lower the tax rate for land value between \$100,000 and \$500,000 from 0.55 per cent to 0.45 per cent.

These changes mean that around 70,000 Tasmanians will save on average approximately \$800 every year, up to a maximum saving of \$1,625. Close to 12,000 taxpayers will no longer need to pay any land tax at all.

When combined with the changes we made last year, it will provide about \$220 million of tax relief for property owners over the next four years to put downward pressure on rents.

I am also pleased to confirm that our Government already has a program in place to increase the number of properties provided for social housing. The *Private Rental Incentives Program* administered by the Department of Communities Tasmania is a leasing arrangement which encourages the provision of private housing to tenants on low incomes. As you may be aware, the Premier recently announced that our Government will double the *Private Rental Incentives Program* from its current limit of 200 homes to 400 homes.

This Program ensures an owner is paid rent months in advance which is guaranteed for two years, even if a property becomes vacant during the leased period. The incentive pays up to \$9,900 per year to owners participating in the Program and the tenancies are managed by Centacare Evolve Housing.

I strongly encourage your members to consider participating in this Program to assist our less fortunate Tasmanians, while still able to generate reasonable rental returns. Further information about the Program is available from Communities Tasmania on 6166 3625 or [housing.privaterentals@communities.tas.gov.au](mailto:housing.privaterentals@communities.tas.gov.au)

Whilst I acknowledge your other suggestions that reducing certain tenant protections might lead to some modest benefits in the supply of affordable housing, I am concerned that such proposals would have adverse impacts on vulnerable tenants.

The right of a tenant to quiet enjoyment, as included in the *Residential Tenancy Act 1997* (the Act), is drawn from the common law principle which requires that a landlord must not only ensure that a tenant has the right to use and occupy a property but also to enjoy that use without significant interference from their landlord. It is my view that the Act currently has the balance right, providing the right of a landlord for periodic inspections in an appropriate way.

Similarly, the right of a landlord to terminate a lease for any reason within 60 days, or in certain other circumstances, would significantly reduce the security of tenure for affected tenants. I am concerned that this option would, in effect, create a separate class of tenants with inferior rights and protections.

I note your concerns regarding the time and cost associated with making an application for vacant possession in the Magistrates Court. In November 2021, the Tasmanian Civil and Administrative Tribunal (TasCAT) commenced operating, amalgamating nine existing tribunals. A key benefit of TasCAT is to improve access to justice by allowing for matters to be resolved in a timely and cost-effective manner.


During 2022, I will be considering the allocation of additional jurisdictions to TasCAT, including residential tenancy matters.

Thank you again for your valuable input into tenancy matters in Tasmania.

Yours sincerely

A handwritten signature in blue ink, appearing to be 'Elise Archer', with a stylized flourish at the end.

Hon Elise Archer MP  
**Attorney-General**  
**Minister for Justice**  
**Minister for Workplace Safety and Consumer Affairs**

**From:** [CBOS Executive](#)  
**To:** [Mills, Katherine](#)  
**Cc:** [Tilley, David](#)  
**Subject:** Minute to Deputy Secretary - TRRPO Acquittal of Grand Deed Funding  
**Date:** Friday, 28 April 2023 2:12:00 PM  
**Attachments:** [image001.jpg](#)  
[Minute to Deputy Secretary - TRRPO Acquittal of Grand Deed Funding.DOCX](#)  
  
**Importance:** High

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Hi Kate

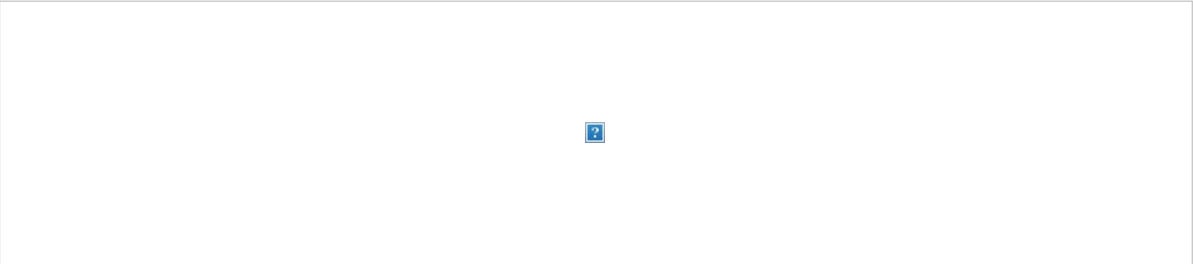
Would you pass this onto Ross this afternoon for consideration please.

David Tilley is open to a conversation about this if Ross needs to.

**Warm regards**


*Michelle*

**Michelle McFadyen** (she, her)  
Executive Liaison Officer | Consumer, Building and Occupational Services  
Department of Justice  
616 64635 | [Michelle.McFadyen@justice.tas.gov.au](mailto:Michelle.McFadyen@justice.tas.gov.au) | [www.cbos.tas.gov.au](http://www.cbos.tas.gov.au)  
PO Box 56, ROSNY PARK TAS 7018



In recognition of the deep history and culture of this Island, I acknowledge and pay my respects to all Tasmanian Aboriginal people; the past and present custodians of the Land.

Critical Date:

APPROVED / NOT APPROVED / NOTED	
SIGNED:	
DATE:	1/5/23

**Departmental Minute to Deputy Secretary,  
Regulation and Service Delivery**

**Tasmanian Residential Rental Property Owners Association – Acquittal of Grand  
Deed Funding**

Comments:

**RECOMMENDATION:**

That you:

1. Note the contents of the Minute; and
2. Sign the attached letter (Attachment 1).

**KEY ISSUES:**

1. On 4 October 2021 on behalf of the Crown in the Right of Tasmania, you signed a Deed with the Tasmanian Residential Rental Property Owners Association Inc (TRRPOA) for Grant funding of \$100,000.00 payable over two financial years, 2021-22 and 2022-23.
2. Under the terms of the Deed, conditions are to be met by the TRRPOA and a reporting and acquittal process is required (Item 11 (clause 7.2) of the Deed), prior to the payment of the final instalment of \$25,000.
3. Under the provisions of clause 6.1 (Repayment any unexpended part of Grant) of the Deed, the TRRPOA are required to provide written notification if any part of the Grant has not been expended and they are to repay the unexpended funds to the Crown.



## **BACKGROUND:**

- As part of the Grant awarded to the TRRPOA in October 2021, certain conditions must be met and documentation provided in support of the appropriate acquittal of the funds provided under the Deed, before the third and final instalment of \$25,000 can be paid.
- The documentation required of the TRRPOA by 5pm on Monday, 22 May 2023 is as follows:
  - Copies and details of the education program developed by the TRRPOA, which focused on improving and educating property owners regarding their obligations under relevant tenancy and discrimination legislation;
  - Copies of the documentation and toolkit developed by the TRRPOA comprising templates relevant to residential tenancies, including lease agreements, ingoing and outgoing condition reports, rental application forms etc;
  - A report summarising the activities of the TRRPOA enabled by the Grant including:
    - Copies of all receipts, invoices, work orders, transactions etc demonstrating the costs incurred in developing the education programs, documentation and toolkits;
    - Copies of all receipts, invoices, work orders, transactions etc demonstrating the costs incurred for procuring legal advice, marketing and/or relevant expertise in order to provide the goods and services supplied by the TRRPOA to its members;
    - Copies of all receipts, invoices, work orders, transactions etc demonstrating the costs incurred for the provision of advice to TRRPOA members;
    - Copies of all receipts, invoices, work orders, transactions etc demonstrating the costs incurred by the TRRPOA for promoting the Association with the intention of growing your membership;
  - Any other documentation the TRRPOA believes demonstrates the outcomes achieved by the TRRPOA by utilising the Grant funds to improve the knowledge, education and capabilities of their members and other owners of rental properties in Tasmania.
- Under the provisions of clause 6.1 (Repayment any unexpended part of Grant) of the Deed, the TRRPOA are required to provide written notification if any part of the Grant has not been expended and they are to repay the unexpended funds to the Crown.

Dave Tilley

**A/Director Policy and Stakeholder Engagement**

Consumer, Building and Occupational Services

Prepared by:	Dave Tilley	Cleared by:	Narelle Butt
Position:	A/Director, Policy and Stakeholder Engagement	Position:	A/ Executive Director CBOS
Phone:	6165 3427	Phone:	0438 231 270
Date:	27 April 2023	Date:	XX April 2023

**Attachments:**

1. Letter to the TRRPO
2. Grand Deed





## **Grant Deed Information Request**

### Association Response

#### **Table of Contents**

1	Written Response
3	Description of Activities - Including Toolkit Links
6	Summary of Expenditure
7	Condition Report
17	Landlords FAQ
30	Lease
57	Members Only Area
59	Tenants Application Form
77	Invoices

16 May 2023

Dear Mr Smith

Thank you for your letter of 1 May 2023 in relation to the grant provided to the Tasmanian Residential Rental Property Owners Association.

As a newly formed and volunteer run Association, the grant provided by your department has been pivotal in enabling us to provide a high quality, valued and sustainable service to the community.

We are a volunteer run organisation with no paid staff, and we strive to provide excellent value for our members, and the rental owner community more broadly. The Tasmanian Residential Rental Property Association was formed when the need to support the 'everyday' Tasmanians who own residential rental property became apparent. For many years, tenants have been rightly represented and supported through the Tenants Union of Tasmania, the real estate industry has the backing of the Real Estate Institute of Tasmania, the high-end property sector is well represented by the Property Council of Tasmania. Our association fills this gap, especially for self-managed property owners.

Our Association aims to ensure that rental owners are represented, educated and treated fairly. We focus on supporting compliant and harmonious tenancies by ensuring that owners are aware of their obligations, are complying with these obligations, and have resources and support available to them. Ensuring owners know and deliver their responsibilities is good for everyone, and the need for this service is clear given data from the Australian Bureau of Statistic shows that around one in five Australian households own residential property other than their principal place of residence.

Our Association is managed by volunteers with no employed staff. Our focus has been on developing the resources, relationships, knowledge, systems and processes required to provide an attractive offering to potential members. Now that the bulk of the resource development and other foundational work has been complete, the focus now more heavily shifts to promoting the Association, driving membership for self-sustainability and the ongoing education of, and communication with, rental owners.

The information requested is provided. The Summary Report captures activities which have already been undertaken and activities which are committed to but not yet finalised.

We are pleased to advise that, while some activities are still underway, we have been able to deliver on the purpose of the grant efficiently and have met all of the terms of the grant

deed. As stated, we have had to start from scratch in terms of building our resources and services so that we have an attractive offer for members so that our service can be sustainable. We are now shifting to more heavily promoting our Association and adding two more complementary elearning modules to further enhance the existing toolkit.

Given some activities are not yet finalised, we ask you to please consider a 12 month extension to this grant, with the grant purpose to be executed in full by 30 June 2024. We are also advising that we will not be seeking to draw down on the remaining \$25,000 as at this stage we do not foresee it being required.

We are very pleased with the value we have delivered with the funds we have expended. As shown in the attachments, we have delivered a comprehensive and well received education program, and useful toolkit and expert service, and build the awareness of our Association and our membership. The Summary Report describes the costs spent to date and a budget for currently planned activities if extension of the grant is supported.

We want to express our sincere thanks and gratitude for providing this grant which has enable us to support the thousands of people across our state who manage their own residential rental property, and thereby supporting happy and healthy residential tenancies.

Yours sincerely,

The Management Committee

Mrs Louise Elliot, President

Dr Bradley Goldsmith, Treasurer

Mr Colin Appleby, Secretary

## Education Program

### - Elearning module - Introduction to Rental Ownership

The first module provides an introduction to rental ownership. Its intended audience is all people who currently own or are considering ownership of a residential rental property. The module takes approximately 30 minutes to complete and is interactive, covering the high level essentials that people owning residential property should be aware of.

A copy of this module is available on the below link.

<https://www.tasmanianrentalowners.com/education>

Please note: As these are interactive modules we cannot provide a copy of them in this written document.

-

### Elearning module – Managing Your Rental Property

The second module provides more comprehensive information, taking approximately 60 minutes to complete. While all rental owners are encouraged to complete this module, it is especially encouraged for people who manage their rental property themselves. Our research shows that around 50 per cent of rental owners choose to manage their property themselves. Self-management brings added risk in terms of compliance as rental owners do not typically have the formal training or professional experience in this field, compared to professional property managers. This module drills down into more of the detail associated with self-managing a rental property.

In developing the modules, advice was sought from the Tenants Union of Tasmania and the Residential Tenancy Commissioner in regards to the issues that they see are common areas of concern. This feedback was incorporated into the development of the modules and education activities more broadly.

A copy of this module is available on the below link.

<https://www.tasmanianrentalowners.com/education>

Please note: As these are interactive modules we cannot provide a copy of them in this written document.

Discussions were held and quotes sought from multiple businesses that focus on the delivery of online learning. The quotes ranged from \$15,000 to \$30,000 which was significantly higher than anticipated, with this also still requiring the development of the actual content to be researched and written and provided to the businesses for lay out and functionality to be added. After considering our options, developing the modules in-house provided much better value for money and flexibility.

We have received positive feedback on the value of these modules, with samples of the feedback received attached.

### - Statewide Information Sessions (In Person and Online)

Information sessions are currently being delivered across the state and online, with 44 people having added 4 events as of 5 May 2023.

It is intended that in person events will be held on an annual basis (and as required in the event of changes to legislation) in Hobart, Launceston and online, and on a two yearly basis in the smaller regions.

A calendar of events already held and scheduled is available via the below link.

<https://www.eventbrite.com.au/o/tasmanian-rental-property-owners-association-63219589903>

- **Elearning module – Overview for Tenants** (in development)

This module will focus on providing prospective and selected tenants with an overview of their responsibilities. The aim of this module is to reduce confusion and ensure that owners and tenants are clear on their responsibilities.

- **Elearning module – Ending Tenancies** (in development)

This module will provide detail on the various ways tenancies can end, and the options, timeframes, process that apply to each lease type. This is a common area of confusion for many owners.

- **Elearning module – Managing Unpaid Rent and other Breaches** (in development)

This module will provide details on the timeframes and processes that apply when breaches of the lease have occurred, including unpaid rents, unapproved pets, and property damage. Unpaid rent is a common situation for owners which induces stress and uncertainty.

## Toolkit

<https://www.tasmanianrentalowners.com/members> (password [REDACTED])

- **Residential Tenancy Lease Agreement Template**

A comprehensive Residential Tenancy Lease Agreement template has been developed, with static and electronically editable formats available. The Agreement has been developed in collaboration between Murdoch Clarke lawyers in Hobart and is available to all members.

A copy of the lease agreement is attached.

- **Condition Report Template**

A copy of the condition report template is attached.

- **Tenancy Application Form**

A copy of the application form is attached.

- **Legal Advice Service**

A legal advice service has been initiated which provides members with access to a free 15 minute advice service with a private Tasmanian legal firm (PageSeager). Members can access one free session per calendar month, with any additional legal services that the member may choose to procure being at the member's expense. This service has is valued by members with a high uptake.



A copy of the legal advice request form is attached.

- **Frequently Asked Questions**

A comprehensive frequently asked questions fact sheet has been developed and is available to members. The fact sheets provide action-focused responses to commonly experienced situations and has been developed in collaboration with lawyers (Murdoch Clarke).

A copy of the frequently asked questions is attached.

- **TICA Database**

Members have been provided with access to the TICA Database (tenancy database) through a subscription hosted by the Association. This was in place before the grant deed but has subsequently been supported by it afterwards.

A copy of the TICA User Agreement is attached.

## **Promotion and Membership**

A range of free and paid promotional activities have been undertaken to increase awareness of the Association and promote membership. The activities include social media advertising, print advertising and information sessions. Expenditure can be seen in the summary report below.

As described in our letter, the focus has been on building the resources and services we can offer members, and we are now in a place to shift more heavily to promotion. Supporting the 12 month extension we have requested will enable us to reach more people and ensure that owners are supported.

## Summary Report

The below activity has been undertaken.

Activity	Description	Supplier	Cost	Status	Notes
<b>Education Program</b>					
	Software for eLearning development	Microway	\$1470.36	Complete	Invoice attached <a href="#">Reconciled (5 Jan 2022)</a>
	Voiceover artist for modules	Fivver	\$492.08	Complete	Invoice attached <a href="#">Reconciled (12 may 2022 as a part of \$1935.50)</a>
	Voiceover artist for modules	Fivver	\$593.15	Complete	Invoice attached <a href="#">Reconciled (12 may 2022 as a part of \$1935.50)</a>
	Voiceover artist for modules	Fivver	\$490.62	Complete	Invoice attached <a href="#">Reconciled (12 may 2022 as a part of \$1935.50)</a>
	Voiceover artist for modules	Fivver	\$81.64	Complete	Invoice attached <a href="#">Reconciled (12 may 2022 as a part of \$1935.50)</a>
	Voiceover artist for modules	Fivver	\$278.01	Complete	Invoice attached <a href="#">Reconciled (12 may 2022 as a part of \$1935.50)</a>
	Images for elearning	Istock	\$110	Complete	Invoice attached  <a href="#">Reconciled 15 May as a reimbursement to Louise.</a>
	Research, copy writing and development of elearning modules	Louise Elliot	\$4410	Complete	Invoice attached  <a href="#">Reconciled 15 May</a>
	Review of elearning modules (and lease agreement amendments)	Murdoch Clarke	\$1100	Complete	Invoice attached <a href="#">Reconciled (2 May 2022)</a>

	Renewal of licence for eLearning software (articulate storyline)	MicroWay	\$1750	Complete	Invoice attached <a href="#">Reconciled 15 May</a> as a reimbursement to Louise.
Information Sessions (in Person)	Development of information session content	Louise Elliot	\$0	Complete	<a href="#">N/A</a>
	Coordination of information sessions events, including venue bookings and ticketing	Louise Elliot	\$0	Ongoing	<a href="#">N/A</a>
	Room booking for information sessions – various Libraries around state	Libraries Tasmania	\$22 Sorell \$44 Glenorchy \$22 Rosny \$22 Kingston \$200 Hobart CBD \$44 Launceston \$44 Devonport \$44 Burnie \$200 Swansea \$200 St Helens	Ongoing	Receipts provided, Sorell Library receipt misplaced As of 6 May 2022 <a href="#">Pending as these haven't all finished yet.</a>
	Delivery of 14 Information Sessions	Louise Elliot	\$1962.50		Invoice attached <a href="#">Reconciled 15 May</a>
	Zoom subscription	Zoom	\$451.02	Ongoing	Ongoing, as at 6 May 2023 Multiple invoices attached <a href="#">Reconciled 15 May</a> as a reimbursement to Louise.
	Legal advice Public Health Orders and COVID19 requirement to isolate impact on ending tenancies	Murdoch Clark	\$298.43	Complete	Invoice attached <a href="#">Reconciled (7 Mar 2022)</a>

	Right to Information request application fee – unreasonable rent increases	Dept of Justice	\$41.25	Complete	No invoice available – copy of communication with Dept provided  <a href="#">Reconciled (22 Mar 2022)</a>
<b>Toolkit</b>					
Frequently Asked Questions	Drafting of FAQs	Louise Elliot	\$0	Complete	<a href="#">N/A</a>
	Legal review of FAQs	Page Seager	\$2860.00	Complete	Invoice attached <a href="#">Reconciled (7 dec 2022)</a>
Lease Agreement Template	Legal review of lease agreement and condition report	Murdoch Clarke	\$2800.93	Complete	Invoice attached <a href="#">Reconciled (31 Mar 2022)</a>
Condition Report	Development of form	Louise Elliot	\$0	Complete	<a href="#">N/A</a>
Application Form	Development of form	Louise Elliot	\$0	Complete	<a href="#">N/A</a>
	Legal Review of Application Form	Murdoch Clarke	\$1568.93	Complete	Invoice attached <a href="#">Reconciled (15 Sep 2022)</a>
Legal Advice Service	Provision of legal expertise direct to member	PageSeager	\$1650 \$1650 \$1650	Ongoing, monthly service \$1650	Invoice attached April 2023  Invoices not yet available for May and June 2023  <a href="#">Reconciled for single \$1650 (15 Sep 2022)</a>
	Provision of legal expertise direct to member	Page Seager	\$19800	<b><u>Planned</u></b>	Budgeted promotion if grant extension approved, based on 12 months 2023-2024 @ \$1650 per month  <a href="#">N/A</a>
<b>Awareness of Association and Promote membership</b>					

	Coordination of promotional activities and graphic design as required	Louise Elliot	\$0	Ongoing	N/A
	Advertisements in Hobart Magazine	Hobart Magazine	\$1138.50	Complete	Invoice attached  <a href="#">Reconciled (22 Mar 2022)</a>
	Media Training for President	Font PR	\$2195	Complete	Invoice attached  <a href="#">Reconciled (5 July 2022)</a>
	Facebook promotion of Information Sessions (April)	Meta	\$750	Complete	Invoice attached  <a href="#">Reconciled (8 May 2023)</a>
	Facebook promotion of Information Sessions (March)	Meta	\$483.92	Complete	Invoice attached  <a href="#">Reconciled (8 May 2023)</a>
	Facebook advertising of elearning online training	Meta	\$453.52	Complete	Multiple Invoice attached  <a href="#">Reconciled (16 May 2023)</a>
	Radio advertising promotion	Various	\$5,000	<b><u>Planned</u></b>	Budgeted promotion if grant extension approved  <a href="#">N/A</a>
	Print advertising promotion	Various	\$8,000	<b><u>Planned</u></b>	Budgeted promotion if grant extension approved  <a href="#">N/A</a>
	Social media promotion	Various	\$3000	<b><u>Planned</u></b>	Budgeted promotion if grant extension approved  <a href="#">N/A</a>
	In-person and online information sessions	Various	\$1000	<b><u>Planned</u></b>	Future session if grants extension approved  <a href="#">N/A</a>
<b>Establishment of Association</b>					

<b>General</b>	Graphic design software	Canva	\$215.88	Ongoing	Invoice attached, expect May and June as not yet issued  12 months paid as a reimbursement to Louise @ 17.99 per month.
	Website and domain	Wix	\$619.39	Ongoing	Invoice attached Reconciled 8 May
	Website renewal	Wix	\$828.05	Ongoing	US Dollars \$561.44 Reconciled 15 May as a reimbursement to Louise.
	Development of website	Louise Elliot	\$0	Complete	N/A
	Association Liability 2022-2023	Homsure	\$1,799	Complete	Invoice attached Reconciled (3 nov 2022)
	Liability 2022-2023	Homsure	\$383	Complete	Invoice attached Reconciled (21 September 2022)
		<b>Expenditure for activities complete including some committed by not yet invoiced per notes</b>	<b>\$35417,18</b>		
		<b>Budgeted expenditure for planned activities if grant extension for 12 months is approved</b>	<b>\$36,800</b>		

# CONDITION REPORT



Residential Premises Address: .....		
Landlord: .....	Signature .....	Date .....
Tenant ..... The Tenant named above agrees with this Condition Report as a whole	Signature .....	Date .....

- \* Good (G)
- \* Fair (F)
- \* Poor (P)

Note G, F, P as to condition

This report is:

Incoming [ ]  
Outgoing [ ]  
Inspection [ ]

ROOM	ITEM	*G *F *P	COMMENTS
------	------	----------------	----------

ENTRY/ PASSAGE	Doors/Walls		
	Ceilings/Light Fittings		
	Windows/Screens		
	Blinds/Curtains		
	Floor Coverings		
	Power Points		
	Other		
LOUNGE	Doors/Walls		
	Windows/Screens		
	Blinds/Curtains		
	Ceilings/Light Fittings		
	Floor Coverings		
	Heating		
	Power Points		
	Other		
KITCHEN	Doors/Walls		
	Windows/Screens		
	Blinds/Curtains		
	Ceilings/Light Fittings		
	Floor Coverings		

<b>KITCHEN</b> <b>(continued)</b>	Cupboards/Drawers		
	Benchtops/Tiling		
	Sink/Taps		
	Stove Top		
	Griller		
	Oven		
	Refrigerator		
	Exhaust Fan		
	Power Points		
	Other		
<b>BEDROOM I</b>	Doors/Walls		
	Wardrobe/Drawers		
	Windows/Screens		
	Blinds/Curtains		
	Ceilings/Light Fittings		
	Floor Coverings		
	Power Points		
	Other		
<b>ENSUITE</b>	Doors/Walls		
	Windows/Screens		
	Blinds/Curtains		
	Ceilings/Light Fittings		
	Floor Coverings		
	Bath/Spa		
	Shower		
	Shower Screen/ Shower Curtain		
	Wash Basin		
	Tiling		
	Mirror/Cabinet		
	Towel Rails		
	Door		
	Heating/Fan		
	Power Points		
	Other		



<b>BEDROOM 2</b>	Doors/Walls		
	Wardrobe/Drawers		
	Windows/Screens		
	Blinds/Curtains		
	Ceilings/Light Fittings		
	Floor Coverings		
	Power Points		
	Other		
<b>BEDROOM 3</b>	Doors/Walls		
	Wardrobe/Drawers		
	Windows/Screens		
	Blinds/Curtains		
	Ceilings/Light Fittings		
	Floor Coverings		
	Power Points		
	Other		
<b>BEDROOM/ RUMPUS</b>	Doors/Walls		
	Wardrobe/Drawers		
	Windows/Screens		
	Blinds/Curtains		
	Ceilings/Light Fittings		
	Heating		
	Floor Coverings		
	Power Points		
	Other		
	<b>BATHROOM</b>	Doors/Walls	
Windows/Screens			
Blinds/Curtains			
Ceilings/Light Fittings			
Floor Coverings			
Bath/Spa			
Shower			
Shower Screen/ Shower Curtain			
Wash Basin			

<b>BATHROOM</b>  <b>(Continued)</b>	Tiling		
	Mirror/Cabinet		
	Towel Rails		
	Door		
	Heating/Fan		
	Power Points		
	Other		
<b>LAUNDRY</b>	Door/Walls		
	Windows/Screens		
	Blinds/Curtains		
	Ceilings/Light Fittings		
	Floor Coverings		
	Trough		
	Washing Machine		
	Dryer		
	Back Door		
	Power Points		
	Other		
<b>TOILET</b>	Doors/Walls		
	Windows/Screens		
	Ceiling/Light Fittings		
	Cistern/Bowl		
	Other		
<b>GARAGE</b>	Doors/Walls		
	Windows		
	Roof/Ceiling		
	Work Benches		
	Shelves		
	Power Points		
	Other		
<b>OTHER</b>	Roof		
	Weatherboards/ Brickwork		
	Carport		
	Pergola		

OTHER (Continued)	Outbuildings		
	Septic Tank		
	Drive-Ways		
	Concrete Paths		
	Gates/Fences		
	Gardens		
	Doors		
	Staircases		
	Balcony/Porch		
	Letterbox		
	Hot Water System		
	Front Door		
	Meter Box		
	Other		

**FURTHER ITEMS AND COMMENTS:**[illegible]

[illegible]



# Frequently Asked Questions

## 1. STARTING A TENANCY

### 1.1 Do I have to put a lease in writing

Verbal leases are permissible under tenancy legislation, but we strongly recommend always having a written lease in place to ensure that each party's rights and obligations are clearly defined. This also prevents disputes about aspects of the lease that were "verbal" agreements and makes things easier should you need to terminate the lease.

### 1.2 Do I have to allow tenants to have animals in the property?

No, you do not have to allow tenants to have animals. There are calls from some groups to force owners to accept animals at their property unless it can be proven by the owner that there is a valid reason why it is inappropriate for animals to be kept at the property. At present, it is entirely up to each owner as to whether to allow a tenant to have an animal at the property. If you do want to allow animals, you should consider what additional cleaning or repair obligations you may wish to impose on a tenant during the lease term and after it concludes. If you allow animals, your property may be more appealing to tenants and they may be inclined to stay longer. You are not allowed to ask for or receive a 'pet bond'.

### 1.3 Do I have to require a bond to be paid?

No, you do not have to require a bond to be paid, but we strongly recommend a bond equivalent to four (4) weeks rent is held. The equivalent of four weeks rent is the maximum amount that you can require a tenant pay as a bond. Bonds must be lodged through the MyBond system.

<https://mybond.justice.tas.gov.au/>

### 1.4 Do I have to prepare a Condition Report?

If a bond is held, a condition report must be prepared. We strongly recommend preparing a comprehensive condition report that includes detailed descriptions and photographs of the internal and external areas of the property. It is important that a copy of the condition report is provided to the tenant and that they sign and return it on the day they commence their tenancy or prior to commencement.

### 1.5 What if my property is a strata property?

If your property is a strata property, you are required to provide a copy of the By-Laws for the body corporate to the tenant prior to entering into the lease. If you are unsure whether your property is a strata property or what the By-Laws are, we recommend you obtain legal advice.


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We recommend that you ask the tenant to remove the animal from the property in the first instance. You might consider allowing the tenant a reasonable time period to do so, provided that the animal is not likely to cause damage to the property.

If it is not appropriate to speak to your tenant and ask them to remove the animal from the property, or if they fail to do so after a request is made, then:

- a) Collate any evidence you have that the animal is present
- b) Issue a Notice to Vacate giving the tenant a minimum of 14 days to rectify the breach (the breach being the animal at the property)
- c) If the animal has left the property by the end of the time specified in the notice, the lease continues.
- d) If the tenant refuses to remove the animal from the property or the animal is still at the property when the notice period expires, then the lease may be terminated. If the tenant vacates the property you are entitled to take possession of it. If they do not, you must apply to the Magistrates Court for an order requiring that the tenant deliver vacant possession of the property.

A Notice to Vacate is a legal document that must be prepared strictly in accordance with the requirements of the Act. We recommend you seek formal advice prior to issuing a Notice to Vacate. A defective Notice to Vacate may prevent you from exercising your rights under the Act.

## **2.2 I provided consent for one animal at my property, but there are now two or more. What do I do?**

If the lease is clearly drafted such that the presence of more than one animal amounts to a breach of the lease, then follow the process set out in question 2.1 above, but ensure that the Notice to Vacate clearly sets out how the lease has been breached (i.e. by keeping more than the permitted number of animals at the property).

If the tenant does not remove the additional animals within the time permitted, then the lease may be terminated. If the tenant vacates the property you are entitled to take possession of it. If they do not, you must apply to the Magistrates Court for an order requiring that the tenant deliver vacant possession of the property.

We recommend you seek formal advice prior to issuing a Notice to Vacate.

## **2.3 What do I do if the tenant is subletting part of the house without my consent?**

First, you should check what the lease says about visitors, how frequently they can stay and what amounts to a sub-lease. Depending on the lease, sub-letting would usually include circumstances where a tenant is permitting a person who is not listed as a tenant or an approved occupant under that lease to reside in the property on a permanent basis.

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lease continues.

d) If the tenant refuses to cause the additional occupant(s) to vacate the property when the notice period expires, then the lease may be terminated. If the tenant vacates the property you are entitled to take possession of it. If they do not, you must apply to the Magistrates Court for an order requiring that the tenant deliver vacant possession of the property.

A Notice to Vacate is a legal document that must be prepared strictly in accordance with the requirements of the Act. We recommend you seek formal advice prior to issuing a Notice to Vacate. A defective Notice to Vacate may prevent you from exercising your rights under the Act.

## **2.4 What do I do if the tenant has sublet the entire property and is not living there?**

If you have not consented to the transfer of the lease to the sub-tenant, then follow the process set out in question 2.3 above, but ensure that the Notice to Vacate clearly sets out how the lease has been breached.

If the breach has not been remedied before the time specified in the notice expires, then the lease is at an end. If the tenant vacates the property you are entitled to take possession of it. If they do not, you must apply to the Magistrates Court for an order requiring that the tenant deliver vacant possession of the property.

We recommend you seek formal legal advice prior to commencing any Court action.

## **2.5 What do I do if I find out that the tenant on the lease has left but other people who are not listed on the lease remain in the property?**

You cannot have two leases for the same property at the same time.

If you are comfortable entering into a lease with the person occupying the property, you should first ensure that the initial lease has been lawfully terminated. If the initial tenant is no longer in occupation, you should consider applying to the Magistrates Court for an order that the property has been abandoned. If you can obtain such an order, your initial tenant is liable to pay rent until you enter a new lease and is responsible for any other loss arising from the abandonment (which may include legal costs).

Once you have ended the initial lease, you should ensure that you follow the steps in FAQ 1 in respect of a new lease with the new tenant.

If you do not want to enter a lease with the person occupying the property then this person is trespassing and, provided you have not entered a verbal lease with them, they are not entitled to

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## **2.6 What do I do if the neighbours complain to me about what's happening at my property, such as barking dogs or disruptive parties?**

Under the Act, a tenant has an obligation to not use the property for any unlawful purpose and to ensure that they do not cause a nuisance or allow a nuisance to occur. However, it is only "substantial nuisance" that permits the right for a landlord to terminate the lease. Depending on the terms of the lease there may be the option of serving the tenant with a Notice to Vacate for a breach of the lease. You may wish to first consider referring your neighbour to make a complaint to the local Council or the Police. You may not wish to become involved in these matters and doing so could be seen as interfering with the tenant's right to 'quiet enjoyment' if it does not amount to a breach of their obligation to not cause a nuisance.

If your tenant is otherwise compliant with the terms of the lease and paying rent, you do not need to enforce the provisions of your lease (but it is an option). If you do not take immediate action under the lease, you should still make a note of the events and information gathered, should you wish to rely on it later.

## **2.7 What do I do if I suspect illegal activity is occurring at my property?**

Under the Act, a tenant has an obligation to not use the property for any unlawful purpose. If you suspect that the tenant is in breach of this obligation, you should collect evidence to the extent it is safe and lawful to do so. You should notify the Police of the suspected activity.

If you wish to terminate the lease, you should follow the process set out in question 2.3 above, ensuring that the Notice to Vacate clearly sets out how the lease has been breached.

## **2.8 What do I do if the tenant threatens harm to me or a neighbour?**

This may not be a matter to be dealt with under the lease or Act, unless it is preventing you from exercising your rights (i.e. to inspect the property at certain times).

However, the Magistrates Court has the power to terminate the lease without notice if your tenant has caused physical injury, or is likely to cause physical injury, to you or a person occupying neighbouring properties. If you have suffered physical injury or consider it likely you might when entering the property, you should make an application to the Magistrates Court for termination of the lease.

[https://www.magistratescourt.tas.gov.au/about\\_us/civil/residential\\_tenancy/property\\_owners](https://www.magistratescourt.tas.gov.au/about_us/civil/residential_tenancy/property_owners)

We recommend you seek formal legal advice prior to commencing any Court action.

Irrespective of this, you should consider referring the matter to the Police.

## **2.9 What do I do if the tenant won't agree to or won't respond to requests for a property inspection to take place?**




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convenient to both of you.

If no agreement can be reached, provide the tenant with the appropriate amount of notice in relation to the nature of the inspection you wish to undertake. For example, you are permitted to carry out an inspection of the condition of the property every three (3) months, provided you first give at least 24 hours' notice. The inspection must take place between 8am and 6pm. You can enter the property to undertake the inspection (between 8am and 6pm) unless otherwise agreed.

## **2.10 What do I do if I am concerned for my tenant's safety, for example I'm concerned that they are unwell or need assistance?**

You should make reasonable attempts to contact your tenant. If the tenant is uncontactable or the contact still leaves you concerned for their safety, you may enter the property without permission or giving notice.

## **3. PAYMENTS**

### **3.1 What do I do if the tenant hasn't paid the bond?**

If payment of the bond is a condition of your lease and you have complied with your obligations regarding provision of a condition report (see FAQ 1.4) then we suggest that you first request that the tenant pay the bond via MyBond and provide you with evidence of payment, within a reasonable time. If the tenant still does not pay the bond, this would amount to a breach of the lease and provide the right to issue a Notice to Vacate. If the tenant pays the bond during the notice period, the lease will continue. If they do not, the lease is at an end.

### **3.2 What do I do if the tenant hasn't paid the rent?**

If the rent hasn't been paid, this will likely amount to a breach of the lease. You may wish to first notify the tenant that they have not paid rent. If they still do not pay the outstanding rent, you can serve a Notice to Vacate on the tenant for non-payment of rent.

If the tenant pays the outstanding rent prior to the expiry of the notice period, the lease will continue. However, if this occurs 2 times in any 12-month period, then on the third occasion, the payment of outstanding rent during the notice period will not prevent the termination of the lease (three strikes within 12 months – on the third strike, even if the outstanding rent is paid, the lease can be ended).

### **3.3 What do I do if the tenant has only paid part of the rent?**

Refer to FAQ 3.3. It is important that any Notice to Vacate specifies the way in which the lease has been breached (i.e. by not paying the full amount of rent).

### **3.4 What do I do if I want to increase (or decrease) the rent the tenant pays?**

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Decrease Rent – you can decrease the rent payable under a lease at any time by mutual agreement. As always, you should keep proper records of any variation to the lease.

## 4.REPAIRS, MAINTENANCE AND DAMAGE

### 4.1 What do I do if the tenant has damaged the property?

Firstly, confirm that what has occurred is 'damage' opposed to 'wear and tear'. Wear and tear are things such as faded materials on furnishings and furniture; worn carpets (within reason); minor marks, scuffs and scrapes on walls; minor chips to paintwork; etc. Damage would include things such as ripped or stained materials or furnishings and furniture; ripped or stained carpets; holes in walls; unapproved paint work; etc.

If you are satisfied that the damage is in fact "damage" that has been caused by the tenant, you should contact them about rectifying it – see FAQ 4.3.

You are permitted to enter the property without giving notice if you have a reasonable belief that the property has been damaged.

### 4.2 What do I do if the tenant is denying they caused damage to my property?

If your tenant is claiming that they didn't cause the damage, you should check the condition report to see if the damage was there when the tenant moved in. You should also consider whether there is any other basis on which you could establish that the tenant caused the damage (i.e. third party witnesses). The tenant may also be liable for damage caused by others that they allow onto the property depending on the lease.

### 4.3 What do I do if the tenant is refusing to pay for damage they have caused?

If a tenant has caused damage to the property, you should contact them and provide details of the damage and the estimated rectification costs (or provide receipts if the repairs have already been carried out). If the tenant refuses to pay, you can pursue them for the cost. If they still have not paid for the cost of the repairs when the tenancy ends, you should consider making a claim against the bond (if one was paid).

### 4.4 What do I do if the tenant has caused damage to the property, but I have no condition report showing the state of the property upon the tenancy commencing?

In the absence of other evidence as to what condition the property was in at the commencement date, it will be difficult to establish that the tenant in fact caused the damage, unless it is self-evident (i.e. it could only have occurred within a period that the tenant was in occupation). For this reason, a thorough condition report incorporating photos is crucial, even where you do not prepare one for the purpose of

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If you reasonably believe that denial of immediate access to the property could result in damage to the property, you can enter at any time and without the tenant's permission.

#### **4.6 What do I do if the tenant has modified the property without my consent?**

A tenant is not permitted to make any alteration or addition to the property without your consent. If they have done this, it will amount to a breach of the lease. You can serve a Notice to Vacate in respect of this breach. If the breach is not rectified within the time set out in the Notice, the lease may be terminated.

#### **4.7 What do I do if the garden has died since the tenant moved in?**

A tenant is responsible for basic gardening maintenance, including lawn mowing, watering and weeding and when they vacate, must leave the garden in the same state it was in at the beginning of the lease. You can impose additional gardening obligations on your tenant in your lease. If the tenant fails to adhere to their obligations, you can serve a Notice to Vacate in respect of this breach. If the breach is not rectified within the time set out in the Notice, the lease may be terminated.

#### **4.8 What do I do if the tenant won't allow me access to the property to undertake maintenance or repairs?**

Provided that you comply with any relevant notice provisions, the tenant must allow you access to undertake maintenance and/or repairs. In the event of damage to the property, you can enter at any time and without giving notice.

#### **4.9 What do I do if the tenant is making constant requests for works to be done to the property?**

Consider the nature of the repairs being sought and whether they are legitimate requests. Consider whether they are repairs for which you are obligated to attend to pursuant to the Act or the lease. If you are concerned that the work being requested are not repairs of a nature that you are legally required to carry out and you do not wish to undertake this work, we recommend that you seek legal advice prior to refusing to carry out works.

Generally, you are required to carry out any repairs required to maintain the property as nearly as possible in the condition, apart from reasonable wear and tear, that existed on the day on which the lease was entered into. If the repairs arise due to a fault of the tenant, you are not responsible. General repairs only need to be carried out within 28 days of being given notice of the fault.

Urgent and emergency repairs must be carried out as soon as practicable after that notification – if not completed within 24 hours, the tenant is permitted to arrange the repairs.

#### **4.10 What do I do if an appliance or fitting breaks that was included as part of the property, such as a dishwasher or heat pump that I own as part of the house?**

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## 5. MINIMUM STANDARDS FOR RENTAL PROPERTIES

### 5.1 How many smoke alarms am I required to have?

In a typical residential setting, a smoke alarm is required to be installed in every hallway that is associated with a bedroom and at the top of any stairs. If there is no hallway, the smoke alarm needs to be placed in the area outside the bedroom. Smoke alarms must be installed on or near the ceiling.

### 5.2 What type of smoke alarm am I required to have?

Smoke alarms need to either be mains powered (with a back-up battery) or be powered by a 10-year non-removable battery.

### 5.3 What sort of maintenance needs to be carried out on smoke alarms?

Before a new tenant moves in you need to clean and ensure that all smoke alarms are operating. You should also check that the smoke alarms have not expired. If the smoke alarms are mains powered the back-up batteries will need to be inspected to ensure they are not expired and are still functioning. A tenant is responsible for testing and cleaning the smoke alarms every six (6) months. They are also responsible for notifying you of any faults.

### 5.4 What are the minimum standards for rental properties?

As a brief summary, an owner must ensure that the property:

- a) is waterproof and structurally sound;
- b) is clean at the start of the lease;
- c) has window coverings in any room that the owner knows is likely to be a bedroom or living area;
- d) has adequate ventilation;
- e) has a flushable toilet that is in a separate room or in a bathroom and that room contains either a vent, window (that opens) or a fan;
- f) has a kitchen sink;
- g) has a stovetop with at least two (2) working elements or three (3) working elements if the property has 3 or more bedrooms;
- h) is connected to mains power; and
- i) has some form of heating in the main living area this may be a heat pump, electric heater or wood heater. However, please note an open fire is not permitted unless it has been approved by the Residential Tenancy Commissioner.

## 6. ENDING TENANCIES


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reasonable efforts to obtain a new tenant. You cannot let the property sit vacant and not pursue a replacement tenant and then pursue the former tenant for rent.

We recommend you seek formal legal advice prior to commencing any Court action.

### **6.2 What do I do if I suspect the tenant isn't living at the property, but the rent is still being paid?**

Refer FAQ 2.5 and FAQ 5.1. The property can still be considered abandoned, notwithstanding that rent is being paid.

### **6.3 What do I do if I need to access the property so that I can live in it or an immediate family member of mine?**

You can end a lease in these circumstances but only if the lease is an ongoing lease for no fixed period. If the lease has an expiry date (and is for a 'fixed period', you cannot end the lease in this situation).

If you wish to end an ongoing lease for this reason, you will need to Issue a Notice to Vacate giving the tenant a minimum of 42 days to vacate the property. The Notice needs to specify details of the reason for which you are serving the Notice.

If the tenant does not leave the property on or before the date on which the Notice expires, you must apply to the Magistrates Court for an order requiring that the tenant deliver vacant possession of the property.

In order to be a valid Notice, the "immediate family member" must be: the owner's domestic partner, son, daughter or parent; a parent of the owner's domestic partner (i.e. in-laws); or another person who normally lives with the owner and is wholly or substantially dependent on the owner.

A Notice to Vacate is a legal document that must be prepared strictly in accordance with the requirements of the Act. We recommend you seek formal advice prior to issuing a Notice to Vacate. A defective Notice to Vacate may prevent you from exercising your rights under the Act.

### **6.4 What do I do if I've decided to sell the property when the property is tenanted?**

If it is intended that the tenancy will continue, it is appropriate to notify the tenant of the change in ownership and provide them with details of the new owner. The new property owner has an obligation to provide details relating to their address and rent payments.

If it is intended that the tenancy will not continue, you can only end the lease if it is for no fixed period and you have entered into an agreement to sell the property. You cannot end a no fixed period lease because you "intend" to sell the property.

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defective Notice to Vacate may prevent you from exercising your rights under the Act.

### **6.5 What do I do if I want to undertake a major renovation of the property, like a new kitchen or bathroom?**

You cannot undertake significant renovation of the property without terminating the lease (unless with the consent of the tenant). For example, the tenants need to have access to a fully functioning kitchen and bathroom.

If you want to terminate a lease for this purpose, it must be for no fixed period and the renovations must be of a nature that either the property would be unfit for occupation whilst the renovations were taking place or would be a risk to the health or safety of any tenant, any visitors or any person carrying out the renovations if the property remained occupied.

If these criteria are met, refer to FAQ 5.3, however be sure to specify the correct details of the reason you are serving the Notice.

A Notice to Vacate is a legal document that must be prepared strictly in accordance with the requirements of the Act. We recommend you seek formal advice prior to issuing a Notice to Vacate. A defective Notice to Vacate may prevent you from exercising your rights under the Act.

### **6.6 What do I do if I want the tenant to leave the property?**

You cannot force a tenant to leave the property without a legitimate reason. Generally, the only reasons you can end a lease are:

- a) the tenant has breached a condition/term of the lease;
- b) the lease is due to expire;
- c) the property has been abandoned;
- d) the tenant has caused substantial nuisance
- e) the tenant has caused or is likely to cause serious damage to your premises or contents (by applying to the Magistrates Court for an urgent termination), and/or
- f) the tenant has caused or is likely to cause physical injury to you or another party or occupant of the premises (by applying to the Magistrates Court for an urgent termination); or
- g) the lease is for no fixed period; and:
  - (i) the property is to be sold or transferred to another person;
  - (ii) the property is to be used for a purpose other than as a residential property for rental;
  - (iii) significant renovations are to be performed in respect of the property; or
  - (iv) the property is to be used as a residence by a member of the family of the owner.

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### **6.7 What do I do if the tenant has left the house dirty or damaged?**

When a tenant leaves the property, they are not required to leave it 'perfect' but in substantially the same condition as set out in the condition report (or if there is no condition report, in the condition on the start of the lease).

If the tenant does not do this, then where there is a bond paid, you should specify the damage and estimated cost (if known) when you provide the claim form to the tenant (which is to be given within 3 working days of termination). If a bond has not been paid, then you can commence proceedings in Magistrates Court to recover any losses you have suffered.

We recommend you seek formal advice prior to commencing any Court action.

### **6.8 What do I do if the tenant has left their goods behind when leaving the property?**

If goods are abandoned, your obligations are determined by the apparent value of those goods. If the goods have no value, you can dispose of them. If they have a value less than \$300, you can sell them without requiring permission. If the goods have a value of \$300 or more, you must apply to the Magistrates Court to obtain an order granting permission for the sale of the goods. In respect of any money received from the goods, you are permitted to apply this towards any debt owed by the tenant or towards any reasonable sale costs. Any excess funds must be invested for 6 months. If the tenant does not claim the balance within the 6 months, then the money must be paid to the Residential Tenancy Commissioner.

### **6.9 What do I do if the lease has ended but the tenant is refusing to leave?**

If the lease has expired and you served a valid Notice to Vacate on that basis, you can apply to the Magistrates Court for an order of vacant possession. Until such an order is made, the tenant can remain in the property. If you did not issue a valid Notice to Vacate, then the lease continues on a "no fixed period" basis, in which case the tenancy can only be terminated as set out in FAQ 5.6. The tenant is still required to pay rent and failure to do so also gives rise to a ground of termination.

A Notice to Vacate is a legal document that must be prepared strictly in accordance with the requirements of the Act. We recommend you seek formal advice prior to issuing a Notice to Vacate. A defective Notice to Vacate may prevent you from exercising your rights under the Act.

We recommend you seek formal advice prior to commencing any Court action.

### **6.10 What do I do if my tenant dies in my property?**

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Under the Act, it is likely this would amount to “abandonment” – refer FAQ 2.5. When a tenant dies, their legal representative or next of kin will become responsible for their belongings. You may wish to establish who this person is before releasing any belongings to them, to ensure that they end up with the right person.

## 7.GLOSSARY

### **Act**

The Residential Tenancy Act 1997 (Tasmania).

### **bond**

Is a sum of money, not exceeding 4 weeks rent under the Lease, that can be taken by an Owner from a Tenant as security for the performance of the Tenant’s obligations. The money taken for the bond must be paid to RDA via MyBond.

### **MyBond**

The online system used for the purposes of paying a bond to the Rental Deposit Authority and managing the holding, claims over and release of a bond. More information is available at: MyBond ([cbos.tas.gov.au](https://cbos.tas.gov.au))

### **Notice to Vacate**

A notice given by an Owner that requires a Tenant to vacate the property for one of the reasons permitted under the Act.

### **property**

Means a property, or part of a property, and land provided with the property used or intended to be used as a place of residence.

### **Rental Deposit Authority (RDA)**

Is the authority that holds the bond for residential tenancies. As an Owner, you cannot hold bond yourself.

### **lease**

An agreement that provides someone with a right to occupy a property as a Tenant in exchange for some form of consideration.

### **tenant**



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*We recommend that you obtain independent legal advice that is specific to your circumstances prior to commencing any Court proceedings.*



**DATE OF LEASE:**

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[THE LEASE SHOULD ALSO BE DATED IN ITEM 1 OF THE SCHEDULE]

**LANDLORD:**

---

[THE PERSON OR PERSONS DESCRIBED IN ITEM 2 OF THE SCHEDULE]

**AND**

**TENANT:**

---

[THE PERSON OR PERSONS DESCRIBED IN ITEM 3 OF THE SCHEDULE]

# Residential Tenancy Agreement

**PROPERTY ADDRESS:**

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This Agreement is prepared for use by Landlords and Tenants in respect of residential tenancy agreements for properties in Tasmania pursuant to the *Residential Tenancy Act 1997 (Tas)*. Many of the rights and obligations as defined in this Agreement are legislatively mandated and cannot be varied by agreement between the parties. It is not recommended that the substantive provisions of this Agreement are amended or varied without seeking legal advice.

The Tasmanian Residential Rental Property Owners Inc makes no warranty or guarantee as to the suitability of this Agreement and any person using this Agreement does so at their own risk and having taken any suitable professional advice they deem necessary.

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## REFERENCE SCHEDULE

<b>Item 1</b>	<b>Date of Lease:</b> <i>Date the last person signs this document</i>	.....
<b>Item 2</b>	<b>Landlord:</b> <i>Full Name(s)</i>	..... .....
	<b>Address for service of Landlord:</b>	..... .....
	<b>Email Address:</b>	..... .....
	<b>Contact Phone No:</b>	..... .....
<b>Item 3</b>	<b>Tenant:</b> <i>Full Name(s)</i>	..... ..... .....
	<b>Address for service of Tenant:</b> <i>If no address is specified the Residential Premises will be the address for service</i>	..... .....
	<b>Email Address:</b>	..... .....
	<b>Contact Phone No:</b>	..... .....
<b>Item 4</b>	<b>Residential Premises:</b>	..... .....
<b>Item 5</b>	<b>Chattels:</b> <i>[Items belonging to the Landlord and to be left with the Premises for use by the Tenant during the Term]</i> Include additional items in Annexure "B"	..... ..... ..... .....
<b>Item 6</b>	<b>Fixed Term:</b> <i>Months/Years</i>	<input type="checkbox"/> <i>Select If Applicable</i> .....
	<b>No Fixed Term</b>	<input type="checkbox"/> <i>Select If Applicable</i>
<b>Item 7</b>	<b>Commencement date of Term:</b>	.....
<b>Item 8</b>	<b>Expiry date of Term:</b> <i>If Fixed Term Lease</i>	..... .....
<b>Item 9</b>	<b>Weekly Rental:</b>	\$.....

<b>Item 10</b>	<b>Frequency of rent Payments:</b>	<p>*Weekly/*Fortnightly/*Four Weekly in advance by direct *deposit/*cash/*cheque</p> <p>In the case of direct deposit, the Landlord's bank account details of which are as follows:</p> <p>Bank</p> <p>Branch</p> <p>Account No.</p> <p>The Landlord may update/vary the nominated account or the manner in which they require the payment of rent by notice in writing to the Tenant at any time.</p> <p><i>[Section 19 of the Residential Tenancy Act provides that a rent payment period must not exceed four (4) weeks]</i></p>
<b>Item 11</b>	<b>Due date for first rent Payment:</b>	.....
<b>Item 12</b>	<b>Persons entitled to Reside in the residential Premises:</b>	[Each person named as a Tenant and ..... children]
<b>Item 13</b>	<b>Nominated Repairers:</b>	(a) Water, hot water, sewerage: .....
		(b) Electricity: .....
		(c) Heating: .....
		(d) Cooking stove: .....
		(e) Emergency repairs (i) Structural: ..... (ii) Roof: .....
<b>Item 14</b>	<b>Security Deposit:</b>	<p>\$.....</p> <p><i>[The Landlord is not allowed to require payment of a security deposit unless there is a completed and signed condition report attached to this Lease - Section 26(1) of the Residential Tenancy Act]</i></p> <p><i>The security deposit must not exceed four (4) weeks rent - Section 25(4)(c) of the Residential Tenancy Act]</i></p>
<b>Item 15</b>	<b>Landlord's Agent</b> <i>The Landlord may nominate persons to enforce their rights under this Lease</i>	<p>.....</p> <p>.....</p> <p>.....</p>

**THIS RESIDENTIAL LEASE** is made on the date specified in **Item 1** of the Reference Schedule to this Lease (**the Reference Schedule**) between the party identified as the Landlord in **Item 2** of the Reference Schedule (**the Landlord**) of the one part and the party identified as the Tenant in **Item 3** of the Reference Schedule (**the Tenant**) of the other part

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## **I DEFINITIONS & INTERPRETATION**

### **I.1 Definitions**

In this Lease:

- (a) **the Act** means the Residential Tenancy Act 1997;
- (b) **Authority** means the Rental Deposit Authority;
- (c) **Business Day** means a weekday that is not a statutory holiday, within the meaning of the Statutory Holidays Act 2000, in the area in which the Residential Premises are situated;
- (d) **CBOS** means Consumer, Building and Occupation Services;
- (e) **the Chattels** means the furniture, furnishings and other items specified in **Item 5** of the Reference Schedule;
- (f) **Claim Form** means an online form completed and submitted by the Landlord via MyBond;
- (g) **Claims** means all claims, damages, losses, suits, proceedings and liabilities of any kind;
- (h) **Commissioner** means Residential Tenancy Commissioner appointed under section 7 of the Act;
- (i) **Condition Report** means the condition report signed by the Landlord or the Landlord's agent (if applicable) and the Tenant a copy of which is attached to this Lease and marked "Annexure A";
- (j) **Landlord's Agent** means the person(s) or company specified in **Item 15** of the Reference Schedule;
- (k) **MyBond** means the online security bond platform for residential tenancies maintained by the Authority and accessible at CBOS website address: <https://www.cbos.tas.gov.au/topics/housing/mybond/owners>;
- (l) **Nominated Repairers** means the persons specified in **Item 13** of the Reference Schedule, individually referred to as "a nominated repairer";
- (m) **Permitted Residents** means the Tenant and the persons (if any) identified in **Item 12** of the Reference Schedule;
- (n) **Residential Premises** means the residential premises described in **Item 4** of the Reference Schedule;
- (o) **Security Deposit** means the deposit payable by the Tenant described in **Item 14** of the Reference Schedule;
- (p) **Term** means the fixed term of this Lease described in **Item 6** of the Reference Schedule if "Fixed Term" is selected and otherwise the indefinite term of this Lease if "No Fixed Term" is selected; and
- (q) **Weekly Rental** means the rent payable, described in **Item 9** of the Reference Schedule.

### **I.2 Interpretation**

In this Lease where the context admits:

- (a) the covenants and undertakings of the Landlord if there is more than one shall bind them jointly and each of them separately;
- (b) the covenants and undertakings of the Tenant if there is more than one shall bind them jointly and each of them separately;
- (c) the term Landlord shall include the Landlord and the Landlord's executors, administrators, assigns and agents;
- (d) the term Tenant shall include the Tenant and the Tenant's executors, administrators and permitted assigns;
- (e) the plural means the singular and vice versa; and
- (f) words of any gender include words of any other gender.

### 1.3 References to Residential Tenancy Act

Cross-references to the Act which appear in italics and square brackets in this Lease are included for convenience only and do not affect the interpretation of this Lease. They have been included because pursuant to Sections 10(3) and 15 of the Act the provisions of the Act form part of this Lease and any provision of this Lease that is inconsistent with a provision of the Act has no effect. To assist in identifying such a cross-reference to the Act an example is set out below:

[Section X of the Residential Tenancy Act]

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## 2 LEASE OF RESIDENTIAL PREMISES

### 2.1 Lease

The Landlord agrees to lease to the Tenant and the Tenant agrees to lease from the Landlord the Residential Premises, together with the Chattels, for the Term and on the terms and conditions contained in this Lease.

### 2.2 Commencement Date

This Lease commences on the Commencement Date.

### 2.3 Fixed Term Lease

If a defined period of time is stated in **Item 6** of the Reference Schedule then the Lease will be deemed to be a fixed term lease for the period stated, irrespective of whether the parties have "selected" the Fixed Term option.

### 2.4 Rent Increase

- (a) The Landlord may increase the Weekly Rental once every twelve (12) months by notice in writing to the Tenant provided that the increase will not take effect until at least sixty (60) days after the day on which the notice is given.
- (b) A notice given by the Landlord pursuant to **sub-clause (a)**:
  - (i) must state the new rental amount; and
  - (ii) must state the date on which the new rental amount will take effect.
- (c) The parties agree that an increase to the Weekly Rental will not be unreasonable if it is stipulated by the Landlord as being a fair market rate for the Residential Premises.

[Sections 20 and 23 of the Residential Tenancy Act]

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## 3 TENANT'S OBLIGATIONS (OTHER THAN REPAIRS AND MAINTENANCE)

The Tenant hereby agrees with the Landlord as follows:

### 3.1 Rent

To pay the Weekly Rental in advance as specified in **Item 10** of the Reference Schedule with the first payment to be made on or before the date specified in **Item 11** of the Reference Schedule.

### 3.2 Payment for services

- (a) To promptly pay all electric, water consumption and/or gas usage charges, internet and telephone rental and call charges along with any other services or utilities being supplied to the Residential Premises whether installed or connected by the Landlord or the Tenant.
- (b) Notwithstanding **sub-clause (a)**, the Tenant is not required to pay water consumption charges unless the Residential Premises are equipped with a device that calculates the amount of water used.

[Section 17(3) of the Residential Tenancy Act]

### 3.3 Maintenance of lawns and gardens and disposal of rubbish

- (a) Not to damage or remove flowers, shrubs or landscaping materials of any kind or cause any damage to the garden or lawns of the Residential Premises and to keep the garden and grounds in good order and condition (including the reasonable watering of plants and lawns) during the Term and any extension holding over or renewal of the Lease.

- (b) To place all rubbish refuse and other like materials in a proper receptacle and to keep such receptacle closed and in a clean and inoffensive condition.
- (c) To put out for collection all refuse and rubbish containers on regular collection days each week.
- (d) To maintain the condition of the rubbish receptacles provided to the Tenant by the Landlord including any municipal council bins and to replace the rubbish receptacles if they are stolen, lost or damaged during the duration of the Term.

### 3.4 Appearance of exterior

- (a) Not to alter the appearance of or to paint the Residential Premises or to affix or exhibit or permit to be affixed or exhibited to or upon any part of the exterior of the Residential Premises any sign, placard, poster or other hoarding except with the prior written approval of the Landlord and at the end of the Term to remove such sign and repair any damage caused by or in the course of such removal at the absolute cost of the Tenant.
- (b) Not to use any part of the Residential Premises for the standing or parking of any motor vehicle unless an area has been specifically set aside for such purpose in which case the Tenant shall use only that area which has been set aside. Without limiting the generality of the preceding clause, motor vehicles must only be parked in the garage, carport or concreted area and not on any lawn or garden area without the prior written approval of the Landlord.
- (c) Not to permit any clothes or other articles to hang from or be placed on the outside of the Residential Premises or elsewhere on the Residential Premises other than upon the clothes drying facilities provided for on or within the Residential Premises.

### 3.5 Alterations, additions and fixtures

- (a) Not to erect or make or permit to be erected or made any alterations in or additions to the walls, floors, ceilings, timbers or other surfaces, construction or arrangement of the Residential Premises without the prior written approval of the Landlord.
- (b) Not to injure or deface any of the floors, walls or timbers of the Residential Premises nor drive nails or screws into or use any other adhesive material that may cause damage upon any of the floors, walls, ceilings or timbers of the Residential Premises.
- (c) Not to affix any fixture to the Residential Premises without the prior written approval of the Landlord.

*[Section 54 of the Residential Tenancy Act]*

### 3.6 Assignment/Sub-Lease

- (a) Not to assign, sub-lease or part with the possession of the Residential Premises or any part of the Residential Premises without the prior written approval of the Landlord, which approval the Landlord shall not unreasonably refuse to give in the case of a Sub-Lease of the Residential Premises but otherwise may be refused at the Landlord's absolute discretion.
- (b) The Tenant shall pay the Landlord's reasonable expenses in respect of providing its consent to and of the matters set out in **sub-clause (a)**.

*[Sections 49 and 50 of the Residential Tenancy Act]*

### 3.7 Inspection of Residential Premises

- (a) Upon receipt of at least twenty-four (24) hours' notice from the Landlord or the Landlord's agent to permit the Landlord or the Landlord's agent to enter the Residential Premises at a time agreed between the Landlord and Tenant, or failing agreement, between 8am and 6pm, for any one of the following purposes:
  - (i) to meet the Landlord's obligations under this Lease;
  - (ii) if it is reasonably suspected that the Tenant has failed to comply with any provisions of this Lease;
  - (iii) to ensure that repairs have been properly carried out;
  - (iv) to carry out an inspection within one (1) month of the Commencement Date; or
  - (v) to carry out routine inspections once every three (3) months.



*[Section 56(3) and (4) of the Residential Tenancy Act]*

- (b) To permit the Landlord or the Landlord's agent to enter the Residential Premises at any time without the Tenant's consent if the Landlord or the Landlord's agent reasonably believes that:
  - (i) the Tenant is ill or injured and is unable to give permission;
  - (ii) a denial of immediate access is likely to result in damage to all or part of the Residential Premises;
  - (iii) there is a risk to the Tenant or another person present on the Residential Premises;
  - (iv) damages has occurred to the Residential Premises; or
  - (v) the Residential Premises have been abandoned for the purposes of Section 47 of the Act.

*[Section 56(2) of the Residential Tenancy Act]*

- (c) To permit the Landlord to enter the Residential Premises without the approval of the Tenant to show the Residential Premises to one (1) prospective tenant only and any persons accompanying the prospective tenant:
  - (i) on not more than one (1) occasion on any day;
  - (ii) on not more than five (5) days in any seven (7) day period;
  - (iii) on the giving of not less than forty-eight (48) hours' notice in writing to the Tenant;
  - (iv) between the hours of 8 a.m. and 6 p.m.; and
  - (v) if a notice to terminate or notice to vacate has not been given, then only within twenty-eight (28) days of the expiry of this Lease.

*[Section 56(4) of the Residential Tenancy Act]*

- (d) To permit the Landlord to enter the Residential Premises without the approval of the Tenant to show the Residential Premises to one (1) prospective purchaser only and any persons accompanying the prospective purchaser:
  - (i) on not more than one (1) occasion on any day;
  - (ii) on not more than five (5) days in any seven (7) day period;
  - (iii) on the giving of not less than forty-eight (48) hours' notice in writing to the Tenant; and
  - (iv) between the hours of 8 a.m. and 6 p.m.

*[Section 56(4B) of the Residential Tenancy Act]*

- (e) To permit the Landlord or the Landlord's agent to enter the Residential Premises without the Tenant's consent if the Landlord or the Landlord's agent leaves a notice in writing at the Residential Premises requesting permission to enter the Residential Premises for any reason not specified in **sub-clause (a), (b), (c) or (d)** of this Lease and the Tenant fails to reply within three (3) days.

### **3.8 Disposal of Tenant's goods**

If upon vacating the Residential Premises the Tenant leaves any goods, furniture, items or effects (**Goods**) on or in any part of the Residential Premises and they appear to have been abandoned then the Landlord may:

- (a) dispose of the Goods if they appear to the Landlord to have no value;
- (b) sell the Goods if they appear to have a value of less than the amount prescribed in the Act and deal with the proceeds of the sale of the Goods as follows:
  - (i) firstly, in the payment of any debt owed by the Tenant to the Landlord;
  - (ii) secondly, in the payment of the reasonable costs of the sale;
  - (iii) thirdly, deposit the balance in an interest bearing account for the Tenant for a period of six (6) months and, if the Tenant does not claim the balance within six (6) months, pay the balance to the Commissioner; or
- (c) apply to a Magistrate for an order permitting the sale of the Goods for the best price reasonably obtainable if they appear to have a value more than the amount prescribed in the Act and then deal with the proceeds in accordance with **sub-clause (b)(i) – (iii)**.

*[Section 48 of the Residential Tenancy Act]*

### **3.9 Use of Residential Premises**

The Tenant is:

- (a) not to use the Residential Premises other than as a place of residence for the Permitted Residents;
- (b) not to smoke within the Residential Premises or to permit any invitee or guest to smoke within the Residential Premises;
- (c) not to permit any waterbeds, fish tanks and other large non-fixed liquid containers exceeding 120 litres to be present within the Residential Premises without the prior written approval of the Landlord;
- (d) not to wear any footwear inside the Residential Premises that is likely to cause damage to any carpet, floorboards, tiles or other floor surface;
- (e) not to use candles or other naked flames other than fitted gas cooking appliances/heaters except in the case of a power failure;
- (f) not to carry on any trade profession or business upon the Residential Premises or use the Residential Premises as an address for any trade profession or business or for the issue of circulars pamphlets or advertisements without the prior written approval of the Landlord;
- (g) not to take in lodgers or boarders or any adult occupants that are not parties to this Lease except where the provisions of **clause 3.6** have been complied with;
- (h) not to use or cause to be used the Residential Premises for any unlawful purpose; and
- (i) to conduct themselves and to ensure that other persons upon the Residential Premises with their consent conduct themselves in a manner that will not cause disturbance or be a nuisance or be of an annoyance to an adjoining or neighbouring occupier.

*[Section 52 of the Residential Tenancy Act]*

### **3.10 Voiding insurance policies**

That the tenant not do or permit to be done anything whereby the policy or policies of insurance in respect to the Residential Premises that the Landlord may reasonably require (both in their capacity as Landlord or as an owner/occupier) may become void or voidable or whereby the rate or premium in respect of any policy of insurance shall be increased.

### **3.11 Liability for loss**

- (a) That the Tenant shall not make the Landlord liable for any Claim which the Tenant may suffer by reason of any injury to the Residential Premises or to any person or to any property that may arise from the carrying out of any work of any kind whatsoever or from fire or explosion or water liquids sewerage or the condition of the Residential Premises or anything else howsoever occurring whether naturally or through negligence or howsoever otherwise except to the extent that such Claim arises directly from the failure by the Landlord to comply with its obligations under this Lease or the Act.
- (b) The Tenant is liable under this Lease for any act or omission in relation to the Residential Premises by a person who is lawfully on the Residential Premises as if it had been an act or omission by the Tenant (inclusive of any sub-tenant in occupation of the Residential Premises).
- (c) **Sub-clause (b)** does not apply to an act or omission by a person who has a right to enter the Residential Premises without the consent of the Tenant.

*[Section 59 of the Residential Tenancy Act]*

### **3.12 Indemnity of Landlord**

To indemnify and keep indemnified the Landlord in respect of any Claim imposed upon or suffered by the Landlord arising as a direct or indirect result of the occupation by the Tenant of the Residential Premises except to the extent that such liability arises as the direct result of the failure by the Landlord to comply with its obligations under this Lease or the Act.

### 3.13 Notice for re-letting

At any time within one (1) calendar month prior to the expiration of the Term of this Lease to permit the Landlord or the Landlord's agent to fix upon the Residential Premises a notice for reletting the Residential Premises.

### 3.14 Animals

- (a) Not to keep or permit to be kept any animal of any description whatsoever in or upon the Residential Premises without the prior written approval of the Landlord.
- (b) If any animal(s) are approved by the Landlord the following conditions must be observed and performed in addition to any other conditions the Landlord may specify:
  - (i) only the approved animal(s) may be kept on the Residential Premises;
  - (ii) should the approved animal(s) die, go missing, or become lost during the Term, it is not to be replaced by any other pet without the prior written approval of the Landlord;
  - (iii) if the animal(s) is the cause of reasonable complaints by neighbours and the matter cannot be amicably resolved, the animal(s) is to be removed from the Residential Premises within three (3) Business Days of a request from the Landlord to do so;
  - (iv) any damage caused by the animal(s) is to be rectified at the Tenant's expense. Should the Tenant fail to rectify any such damage, the Landlord may claim the reasonable cost of repair or replacement from the Security Deposit;
  - (v) upon expiry or termination of the Lease the Tenant is required to deodorise and fumigate the carpets, curtains, rugs and mats of the Residential Premises at their expense and provide evidence to the Landlord's satisfaction that such cleaning has been undertaken by a suitably qualified professional or professionals;
  - (vi) the Tenant acknowledges that the fencing and gates (if any) that are erected at the Commencement Date are suitable to contain the approved animal(s). Any changes required to the Residential Premises to retain the animal(s) therein shall be the sole responsibility and cost of the Tenant, and shall, if requested by the Landlord, be removed on termination of the Lease provided at all times the Tenant must not make any alterations to the Residential Premises without the prior written approval of the Landlord; and
  - (vii) if the animal(s) is the cause of damage to the Residential Premises during the term as determined by the Landlord and the matter cannot be amicably resolved to the satisfaction of the Landlord, the animal(s) is to be removed from the Residential Premises within three (3) Business Days of a request from the Landlord to do so.

### 3.15 Electrical Devices

To not install or use any double-adaptors, power boards or similar power splitting devices in the Residential Premises and to ensure that all appliances and electrical devices will be plugged directly into a power point.

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## 4 LANDLORD'S OBLIGATIONS (OTHER THAN REPAIRS AND MAINTENANCE)

The Landlord hereby agrees and covenants with the Tenant as follows:

### 4.1 Quiet enjoyment of Residential Premises

That the Tenant paying the Weekly Rental at the times and in the manner provided for in this Lease and observing and performing all the agreements stipulations and conditions on the Tenant's part contained in this Lease may quietly enjoy the Residential Premises and other rights (if any) granted to the Tenant under this Lease during the Term of this Lease without any unlawful interference by the Landlord or any person lawfully claiming through or under the Landlord.

*[Section 55 of the Residential Tenancy Act]*

### 4.2 Payment of rates and land taxes

To pay all Municipal Rates and Land Tax in respect of the Residential Premises.

#### 4.3 Issue receipts for rent paid

- (a) That on receiving any money constituting the Weekly Rental in cash or by cheque from the Tenant, the Landlord or the Landlord's agent will give the Tenant a receipt stating:
- (i) the date on which the payment was received;
  - (ii) the name of the Tenant;
  - (iii) the address of the Residential Premises;
  - (iv) the amount of rent paid; and
  - (v) the period to which the payment relates.
- (b) The Tenant acknowledges that if the Weekly Rental is paid by bank transfer that the Landlord is not obligated to provide a receipt.

*[Section 21 of the Residential Tenancy Act]*

#### 4.4 Keep record of rent

That the Landlord will keep a record of all of the rent received under this Lease and retain the same for a period of five (5) years after this Lease is terminated.

*[Section 61 of the Residential Tenancy Act]*

#### 4.5 Photographs

That the Landlord will not, without the prior written approval of the Tenant, display to the public a photograph, film or video recording of the Residential Premises that displays any object in the Residential Premises that may reasonably identify the Tenant or another person.

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### 5 CONDITION, REPAIR AND MAINTENANCE OF THE RESIDENTIAL PREMISES

#### 5.1 Essential service and suitable repairer

For the purposes of this Lease the expressions "essential service" and "suitable repairer" have the following meanings:

"essential service" means any of the following services:

- (a) water, sewerage, electricity or heating supplied to or within the Residential Premises, excluding electrical fuses, light globes, tubes or tap washers;
- (b) a cooking stove or hot-water service installed within the Residential Premises, excluding any electrical fuses or tap washers; and
- (c) removal of grey and black water from the Residential Premises, including ensuring the effective functioning of any on-site water-treatment facility, but not including pipes, plumbing or other water-disposal or sewage-disposal facilities owned by Council; and
- (d) includes any taps, washers, any light globes or light tubes that are inaccessible light globes or light tubes, and any fuses other than those that are within a meter box and relate to the supply of electricity to the premises.

"suitable repairer" means a person who:

- (a) holds a licence if required to do so to perform repairs to residential premises or essential services; and
- (b) ordinarily performs those repairs in the course of a business or as an employee of a business.

*[Section 3 of the Residential Tenancy Act]*

#### 5.2 Nominated Repairers

For the purposes of this Lease the Landlord nominates the Nominated Repairers to carry out repairs to essential services and to carry out repairs to damage to the Residential Premises which is likely to result in further damage to, or deterioration of, the Residential Premises (**Emergency Repairs**).

*[Section 3 of the Residential Tenancy Act]*

### 5.3 Condition Report

- (a) The Landlord and the Tenant agree that the Condition Report states the general state of repair and condition of the Residential Premises as at the date of this Lease.
- (b) The Tenant acknowledges that the Landlord or the Landlord's agent gave the Tenant two (2) copies of the Condition Report signed by the Landlord or the Landlord's agent on or before the day on which the Tenant first occupied the Residential Premises under this Lease.

*[Section 26 of the Residential Tenancy Act]*

### 5.4 General repairs and maintenance

- (a) The Landlord must maintain the Residential Premises as nearly as possible in the condition, apart from reasonable wear and tear, that existed on the date on which this Lease was entered into.
- (b) The Tenant must notify the Landlord of any repairs needed in respect of the Residential Premises within seven (7) days of the need arising.
- (c) The Landlord must carry out any reasonable repairs specified in the notice that do not arise from any fault of the Tenant:
  - (i) if the repair is to a heating element of a cooking stove, within fourteen (14) days; or
  - (ii) in any other case within twenty-eight (28) days after being notified in accordance with **sub-clause (b)**.

*[Section 32 of the Residential Tenancy Act]*

### 5.5 Urgent repairs

- (a) If an essential service ceases to function, the Tenant must notify the Landlord as soon as practicable of the need for urgent repair and the Landlord is to carry out the necessary repairs, or otherwise cause the essential service to be restored, as soon as practicable after that notification.
- (b) If the Landlord is unable to be contacted or fails to arrange for the carrying out of any urgent repair that does not arise from any fault of the Tenant within twenty-four (24) hours after being notified, the Tenant may authorise one (1) of the following to carry out the repair:
  - (i) the Nominated Repairer to carry out repairs to the essential service which has ceased to function; or
  - (ii) if there is not a Nominated Repairer, a suitable repairer.
- (c) Any repairs under **sub-clause (b)** are to be carried out only to the extent that the essential service becomes functional.
- (d) The cost of any repairs carried out under **sub-clause (b)** are to be paid by:
  - (i) the Landlord, if carried out by a Nominated Repairer; or
  - (ii) the Tenant, if carried out by a suitable repairer.

*[Section 33 of the Residential Tenancy Act]*

### 5.6 Emergency repairs

- (a) If damage occurs to the Residential Premises, the Tenant must notify the Landlord as soon as practicable of the need to repair the damage.
- (b) If the Landlord is unable to be contacted or fails to arrange for the carrying out of any repairs and the damage is likely to result in further damage to, or deterioration of, the Residential Premises, the Tenant may authorise one of the following to repair the damage:
  - (i) a Nominated Repairer to carry out repairs of the nature required; or
  - (ii) if there is not a Nominated Repairer, a suitable repairer.
- (c) Any repairs under **sub-clause (b)** are to be carried out only to the extent that is required to prevent further damage or deterioration of the Residential Premises.
- (d) The costs of repairs carried out under **sub-clause (b)** are to be paid by:
  - (i) the Landlord, if carried out by a Nominated Repairer; or

- (ii) the Tenant, if carried out by the suitable repairer.

*[Section 34 of the Residential Tenancy Act]*

## **5.7 Reimbursement of cost of repairs**

- (a) If a suitable repairer carries out repairs at the request of the Tenant in accordance with **clause 5.5** or **5.6** the Tenant must give the Landlord the following documents:
  - (i) a statement from the repairer as to the apparent cause of the need for repair;
  - (ii) a copy of the statement of account; and
  - (iii) a receipt of payment of the account.
- (b) The Landlord must reimburse the Tenant with the amount of the payment made by the Tenant within fourteen (14) days after receiving the documents unless the Landlord disputes the liability to reimburse the Tenant and makes an application within fourteen (14) days after receiving the documents to a Magistrate under Section 36 of the Act to determine the liability.

*[Section 35 of the Residential Tenancy Act]*

## **5.8 Locks and security devices**

- (a) The Landlord must ensure that during the Term of this Lease:
  - (i) the Residential Premises are fitted with locks and any other security devices that are necessary to secure the Residential Premises; and
  - (ii) those locks and security devices are maintained.
- (b) Neither the Landlord nor the Tenant may add, alter or remove any lock or other security device without:
  - (i) the permission of the other party; or
  - (ii) an order under Section 57(4) of the Act authorising that party to alter, add or remove any lock or other security device.
- (c) **Sub-clause (b)** does not apply in circumstances set out in Section 57(2B) of the Act.
- (d) If the Landlord or the Tenant alters or adds any lock or other security device, that party must provide the other party with a copy of the key, opening device or information required to open the lock or security device.

*[Section 57 of the Residential Tenancy Act]*

## **5.9 Maintenance/repair/replacement obligations of the Tenant**

- (a) The Tenant must keep the Residential Premises in a reasonable state of cleanliness having regard to the condition of the Residential Premises at the start of the Term of this Lease.

*[Section 53(1)(a) of the Residential Tenancy Act]*

- (b) The Tenant must keep the Chattels in at least the same state of good and substantial repair as the Chattels are in at the commencement of this Lease (reasonable wear and tear only accepted) and must replace with articles of the same or similar description and value any item or items of the Chattels that may be lost, destroyed, rendered unserviceable or worn out during the Term of this Lease (reasonable wear and tear excepted).
- (c) The Tenant must not remove any of the Chattels from the Residential Premises.
- (d) The Tenant must promptly replace all electrical fuses, light globes, tubes and tap washers to the extent that they are reasonably accessible that may cease to function during the Term of this Lease.
- (e) The Tenant must not throw or permit to be thrown any fat, tea leaves or other solid matter down any sink, drain or pipe within or on the Residential Premises and must at the Tenant's expense carry out any repairs needed to the drainage, sewerage system or sinks of the Residential Premises caused by the fault of the Tenant.
- (f) The Tenant must care for the Residential Premises in the manner of a reasonable tenant and, without limiting the generality of this obligation, must at the Tenant's expense cause to be carried out by a suitable repairer repairs to the Residential Premises which are needed to maintain the Residential

Premises as nearly as possible in the condition, apart from reasonable wear and tear, that exist on the date of commencement of the Term of this Lease and which arise from any fault of the Tenant.

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## 6 RETURN POSSESSION OF THE RESIDENTIAL PREMISES

- (a) The Tenant must return possession of the Residential Premises and the Chattels as nearly as possible in the same condition, apart from reasonable wear and tear:
  - (i) as set out in the Condition Report; or
  - (ii) if there is no Condition Report, as the Residential Premises and the Chattels were at the start of the Term of this Lease.

*[Section 53(1)(b) of the Residential Tenancy Act]*

- (b) The Tenant must return all keys and other opening information and/or devices to the Residential Premises to the Landlord on or before the last day of the Term of this Lease.
- (c) Without limiting the generality of **sub-clauses (a) and (b)** the Tenant must upon vacating the Residential Premises:
  - (i) clean and polish all hard floors;
  - (ii) remove all marks from walls and ceilings;
  - (iii) clean the stove at back, sides, front, top, inside and griller;
  - (iv) clean all window treatments (curtains, blinds and venetian blinds) and light fittings;
  - (v) clean all windows and doors internally and externally;
  - (vi) clean sinks, hand basins, bath, shower recess and toilets;
  - (vii) defrost and clean refrigerator, turn off power and leave refrigerator door open;
  - (viii) ensure that all lawns are mowed and the garden is neat, tidy and in good order;
  - (ix) leave the exterior of the Residential Premises and other structures including garages, sheds and carports clean and free of rubbish or goods;
  - (x) at the Tenant's cost, engage professional carpet cleaners to clean the carpets of the Residential Premises;
  - (xi) leave the Chattels in the rooms and places they were in at the start of the Term of this Lease; and
  - (xii) leave all electrical fuses, light globes, tubes and tap washers in good working order.
- (d) The Tenant acknowledges and agrees that in respect of the cleaning required pursuant to **sub-clause (c)(x)** they will have the same carried out by a professional cleaner (and will provide a receipt for the cleaning to the Landlord prior to returning the keys.
- (e) The Tenant acknowledges and agrees that if they fail to comply with **sub-clause (d)** the Landlord will be entitled to deduct the cost of the professional cleaning from the Security Deposit.

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## 7 TERMINATION OF LEASE

### 7.1 Manner of termination

This Lease may only be terminated by:

- (a) the delivery of vacant possession of the Residential Premises by the Tenant to the Landlord as a result of their agreement to terminate this Lease; or
- (b) the delivery of vacant possession of the Residential Premises by the Tenant to the Landlord following a notice to vacate given by the Landlord in accordance with **clause 7.5**;
- (c) the delivery of vacant possession of the Residential Premises by the Tenant to the Landlord following a notice to terminate given by the Tenant in accordance with **clause 7.2**;
- (d) the delivery of vacant possession of the Residential Premises by order of a Magistrate or the Magistrate's Court to the Landlord;

- (e) the recovery of vacant possession of the Residential Premises by the Landlord following the making of an order by a Magistrate that the Residential Premises have been abandoned; or
- (f) an order or termination made in one of the ways set out in the Act.

*[Section 37 of the Residential Tenancy Act]*

## **7.2 Notice of termination by Tenant**

- (a) The Tenant may serve on the Landlord a notice to terminate this Lease and deliver vacant possession of the Residential Premises to the Landlord on any of the following grounds:
  - (i) the Landlord has failed to carry out any repairs that do not arise from the fault of the Tenant within twenty-eight (28) days after receiving notification under **clause 5.4(b)** of this Lease;
  - (ii) the Landlord has failed to comply with any provision of this Lease; or
  - (iii) if this Lease is not for a fixed period, the Tenant wishes to terminate the Lease.
- (b) Any payment of rent after a notice of termination takes effect does not constitute the existence of a new lease.
- (c) Any payment of arrears of rent after a notice of termination takes effect does not revoke the notice unless the payment is made and accepted on that basis.

*[Section 38 of the Residential Tenancy Act]*

## **7.3 Effect of notice of termination**

- (a) A notice of termination takes effect on a date specified in the notice that is a date at least fourteen (14) days after the notice is served.
- (b) A notice of termination on the ground that the Landlord has failed to comply with a provision of this Lease is of no effect if the Landlord complies with that provision before the period of fourteen (14) days referred to in **sub-clause (a)** expires.

*[Section 39 of the Residential Tenancy Act]*

## **7.4 Form of notice of termination**

A notice of termination by the Tenant is to state the following:

- (a) the date of service of the notice;
- (b) the name of the Tenant;
- (c) the name of the Landlord;
- (d) the address of the Residential Premises;
- (e) the details of the ground on which the notice is served; and
- (f) the date on which the notice takes effect.

*[Section 40 of the Residential Tenancy Act]*

## **7.5 Notice to vacate by Landlord**

- (a) The Landlord may serve on the Tenant a notice requiring the Tenant to deliver vacant possession of the Residential Premises to the Landlord for any of the following reasons:
  - (i) that the Tenant has failed to comply with any provision of this Lease;
  - (ii) that the Term of this Lease expires within sixty (60) days after service of the notice; or
  - (iii) that the Tenant has caused a substantial nuisance at the Residential Premises.
- (b) Any payment of rent after a notice to vacate takes effect does not constitute the existence of a new lease.

*[Section 42 of the Residential Tenancy Act]*

See also **clause 8.3 of this Lease** in respect of termination of a Lease that is for no fixed period.



## 7.6 Effect of notice to vacate

- (a) A notice to vacate on the grounds set out in **clause 7.5(a)(i) or (iii)** by the Landlord takes effect on a date specified in the notice that is a date at least fourteen (14) days after the notice is served provided that:
  - (i) A notice to vacate on the ground of failure to pay rent is of no effect if the Tenant pays all arrears in rent before that notice takes effect unless two (2) or more notices to vacate on that ground have been served on the Tenant during the immediately preceding twelve (12) months.
  - (ii) A notice to vacate on the ground that the Tenant has failed to comply with a provision of this Lease is of no effect if the Tenant complies with that provision before the period referred to in **clause 7.6(a)** expires.
- (b) A notice to vacate on the grounds set out in **clause 7.5(a)(ii)** by the Landlord takes effect on a date specified in the notice that is a date at least forty-two (42) days after the notice is served, but not before the date of the expiry of the this Lease.

*[Section 43 of the Residential Tenancy Act]*

## 7.7 Form of notice to vacate

A notice to vacate by the Landlord is to state the following:

- (a) the date of serving the notice;
- (b) the name of the Tenant;
- (c) the name of the Landlord;
- (d) the address of the Residential Premises to which the notice relates;
- (e) details of the reason for which the notice is served; and
- (f) the date on which the notice takes effect.

*[Section 44 of the Residential Tenancy Act]*

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## 8 EXTENSION OF TERM/HOLDING OVER

### 8.1 Extension of Term

- (a) This Lease may only be extended by agreement in writing of the Landlord and the Tenant made prior to the expiry of this Lease. The written agreement is to state the following:
  - (i) the name of the Tenant;
  - (ii) the name of the Landlord;
  - (iii) the address of the Residential Premises;
  - (iv) the length of time for which the Term of this Lease is to be extended;
  - (v) the date on which the extended term is to end;
  - (vi) the rent to be paid by the Tenant to the Landlord during the extended Term; and
  - (vii) any other matter on which the Landlord and the Tenant reach agreement in relation to the extended term.
- (b) Except as otherwise stated in the written agreement the terms and conditions of this Lease shall apply to the extended Term.

*[Section 12 of the Residential Tenancy Act]*

### 8.2 Holding over

If the Term of this Lease ends and is not extended in accordance with **clause 8.1** a new lease for no fixed period is established. The agreement is subject to the same terms and conditions as are contained in this Lease except for the termination provisions contained in **clause 8.3**.

*[Section 11 of the Residential Tenancy Act]*

### 8.3 Termination of Lease for no fixed period arising upon holding over

Where a new lease for no fixed period is established in accordance with **clause 8.2**:

- (a) the Landlord may serve on the Tenant a notice to vacate requiring the Tenant to deliver vacant possession of the Residential Premises to the Landlord for the reason that:
  - (i) that the Tenant has failed to comply with any provision of this Lease;
  - (ii) the Residential Premises are to be sold or transferred to another person;
  - (iii) the Residential Premises are to be used for a purpose other than as residential premises for rental; or
  - (iv) significant renovations are to be performed in respect of the Residential Premises;
  - (v) the Residential Premises are to be used as a residence by a member of the family of the Landlord.
- (b) For the purposes of **clause 8.3(a)**:
  - (i) significant renovations are to be performed in respect of the Residential Premises if:
    - (A) the Residential Premises would be unfit for occupation while the renovations are taking place; or
    - (B) were the Residential Premises to remain occupied by the Tenant during the renovations, there would be a risk to the health or safety of the Tenant, any visitors or any person carrying out the renovations; and
  - (ii) member of the family of an Landlord means:
    - (A) the Landlord's domestic partner, son, daughter or parent; or
    - (B) a parent of the Landlord's domestic partner; or
    - (C) another person who normally lives with the Landlord and is wholly or substantially dependent on the Landlord.
- (c) A notice to vacate served on the grounds set out in **clause 8.3(a)(i)** shall take effect on a date specified in the notice that is a date at least fourteen (14) days after the notice is served.
- (d) A notice to vacate served on the grounds set out in **clause 8.3(a)(ii) – (v)** shall take effect on a date specified in the notice that is a date at least forty-two (42) days after the notice is served.

*[Sections 42(1) and 43(1) of the Residential Tenancy Act]*

- (e) Where a new lease for no fixed period is established in accordance with **clause 8.2** the Tenant may serve on the Landlord a notice to terminate the Lease and deliver vacant possession of the Residential Premises to the Landlord on the ground that the Tenant wishes to terminate it and the notice to terminate shall take effect on the date specified in the notice that is a date at least fourteen (14) days after the notice is served.

*[Sections 38(1)(c) and 39(1) of the Residential Tenancy Act]*

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## 9 INABILITY TO OCCUPY THE RESIDENTIAL PREMISES

### 9.1 Suspension or deduction of Weekly Rental

The Landlord and the Tenant agree that if the Residential Premises or any part thereof shall at any time during the Term of this Lease be burnt down, damaged by fire or damaged though an event outside of the Landlord and Tenant's control so as to render the Residential Premises wholly or partially unfit for use or habitation for residential purposes then so long as the Landlord's policy of insurance has not been vitiated by any act or omission of the Tenant or the Tenant's servants or agents then the Weekly Rental or a fair and just proportion of the Weekly Rental shall be suspended or deducted by the Tenant until the Residential Premises have again been made fit for use and habitation for residential purposes.

## 9.2 Determination of suspension or deduction

- (a) The Landlord and the Tenant must agree on the amount of the Weekly Rental or a fair and just proportion thereof to be suspended or deducted by the Tenant having regard to the nature and extent of the damage sustained.
- (b) If the Landlord and the Tenant cannot reach an agreement as to the amount of rental to be suspended or deducted in accordance with this clause then the matter of disagreement shall be referred to arbitration pursuant to the provisions of the Commercial Arbitration Act 2011.
- (c) If **clause 9.1** applies the Tenant must continue making payments in accordance with this Lease by reference to the amounts payable immediately before the damage occurred until the Weekly Rental or the fair and just proportion thereof is agreed upon in accordance with **clause 9.2(a)**.
- (d) The time period for suspension or deduction of Weekly Rental or a fair and just proportion thereof is from the date of destruction, damage or inaccessibility until the date when the Residential Premises are rebuilt or reinstated and rendered fit for use or habitation for residential purposes.
- (e) The Landlord shall not be under an obligation to rebuild or reinstate the burnt down or otherwise damaged Residential Premises and the Landlord and the Tenant agree that if the Residential Premises are rendered wholly unfit for use or habitation for residential purposes then the Tenant may terminate this Lease by delivering vacant possession of the property to the Landlord.

## 9.3 Pandemic related abatement

To the extent permitted by law, the Tenant waives any rights afforded to them in respect of any government or legislative intervention arising from any act of God, war, insurrection, civil commotion, fire, flood, cyclone, earthquake, landslide or other adverse weather conditions, explosion, strike, epidemic, infectious disease outbreak, radioactive contamination, expropriation, embargo by legislation or other legally enforceable order which has the effect of suspending the Tenant's ability (whether practically or not) to perform its obligations under this Lease.

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## 10 SECURITY DEPOSIT

### 10.1 Payment of Security Deposit

- (a) Upon the signing of this Lease the Tenant shall pay the Security Deposit as security for the performance of the Tenant's obligations under this Lease to the Authority.
- (b) If a Security Deposit is payable the parties must complete and sign the Condition Report.
- (c) If the Tenant pays the Security Deposit to the Authority, they must also lodge the prescribed form pursuant to the section 27 of the Act with the Authority at the same time.

*[Section 25 of the Residential Tenancy Act]*

### 10.2 Return of Security Deposit

- (a) On termination of this Lease, the Landlord must –
  - (i) not more than three (3) Business Days after the termination or expiry of this Lease, provide a Claim Form to the Tenant; and
  - (ii) if the Claim Form specifies that the Landlord is entitled to a disbursement, give to the Tenant a notice that states the reasons why.

*[Sections 25 and 29 of the Residential Tenancy Act]*

### 10.3 Claim to Security Deposit

- (a) If all parties agree with the contents of the Claim Form and have duly signed it to confirm their agreement, then either party may lodge the Claim Form with the Authority and the Authority will disburse the Security Deposit in accordance with the request of the parties.
- (b) If:
  - (i) the Landlord provides the Claim Form to the Tenant and the Tenant does not lodge the Claim Form with the Authority within ten (10) days of receipt; or

- (ii) the Landlord cannot locate the Tenant to serve the Claim Form on the Tenant after making reasonable attempts to do so,

then the Landlord may lodge the Claim Form with the Authority.

*[Sections 29A and 29C of the Residential Tenancy Act]*

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## **II MISCELLANEOUS**

### **II.1 Landlord's details**

At the time of entering into this Lease the Landlord must notify the Tenant in writing of:

- (a) the full name and residential or business address of the Landlord or of any agent of the Landlord;
- (b) if the Landlord or the Landlord's agent is a corporation, the name of a responsible officer of the corporation and the address of the registered office of the corporation.

*[Section 62(1) of the Residential Tenancy Act]*

### **II.2 Change in Landlord's details**

The Landlord must notify the Tenant of any change in any name or address required to be notified under **clause II.1**.

*[Section 62(3) of the Residential Tenancy Act]*

### **II.3 Agent of Tenant**

- (a) The Tenant may appoint a person to act as an agent for the purposes of receiving any notice or other document under this Lease on behalf of the Tenant.
- (b) The appointment of an agent may be made by the Tenant at any time and may be revoked by the Tenant at any time.
- (c) The appointment of an agent or the revocation of the appointment has no effect until the Tenant notifies the Landlord.
- (d) If the Tenant has appointed an agent the Landlord must give any notice or any other document required under this Lease or under the Residential Tenancy Act to the agent.
- (e) Any notice or other document given to an agent of the Tenant is taken to have been given to the Tenant.

*[Section 63 of the Residential Tenancy Act]*

### **II.4 Service of notices**

- (a) Except where **clause II.3** requires the Landlord to give a notice to the agent of the Tenant, any notice to be given under this Lease shall be sufficiently given to the Tenant if signed by the Landlord or by any person authorised by the Landlord and left addressed to the Tenant at the Residential Premises or posted to the Tenant by post in an envelope addressed to the Tenant at the Residential Premises and shall be sufficiently given to the Landlord if addressed to the Landlord and left at or forwarded by post to the Landlord's address for service specified in **Item 2** of the Reference Schedule.
- (b) A notice sent by post shall be deemed to be given forty-eight (48) hours after it is posted.

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## EXECUTION PAGE

### Landlord Execution – Individual(s)

<b>SIGNED</b> by the Landlord: ..... [Name] in the presence of:	.....  <i>Landlord sign</i>
Witness Name: ..... Witness Address: ..... .....	.....  <i>Witness sign</i>  <i>Witness must be a competent adult who is not a party to this Agreement</i>

<b>SIGNED</b> by the Landlord: ..... [Name] in the presence of:	.....  <i>Landlord sign</i>
Witness Name: ..... Witness Address: ..... .....	.....  <i>Witness sign</i>  <i>Witness must be a competent adult who is not a party to this Agreement</i>

### Landlord Execution – Company

<b>SIGNED</b> by the Landlord: ..... [Name] ..... [ACN] Pursuant to Section 127 of the Corporations Act 2001:	Director Sign: ..... Director Name:.....  Director/Secretary Sign: ..... Director/Secretary Name: .....
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## Tenant Execution

<b>SIGNED</b> by the Tenant: ..... [Name] in the presence of:	.....  <i>Tenant sign</i>  .....  <i>Witness sign</i>  <i>Witness must be a competent adult who is not a party to this Agreement</i>
Witness Name:  ..... Witness Address: ..... .....	

<b>SIGNED</b> by the Tenant: ..... [Name] in the presence of:	.....  <i>Tenant sign</i>  .....  <i>Witness sign</i>  <i>Witness must be a competent adult who is not a party to this Agreement</i>
Witness Name:  ..... Witness Address: ..... .....	

<b>SIGNED</b> by the Tenant: ..... [Name] in the presence of:	.....  <i>Tenant sign</i>  .....  <i>Witness sign</i>  <i>Witness must be a competent adult who is not a party to this Agreement</i>
Witness Name:  ..... Witness Address: ..... .....	

<b>SIGNED</b> by the Tenant: ..... [Name] in the presence of:	.....  <i>Tenant sign</i>  .....  <i>Witness sign</i>  <i>Witness must be a competent adult who is not a party to this Agreement</i>
Witness Name:  ..... Witness Address: ..... .....	

## “ANNEXURE A” - CONDITION REPORT

Residential Premises Address: .....		
Landlord: .....	Signature .....	Date .....
Tenant ..... The Tenant named above agrees with this Condition Report as a whole	Signature .....	Date .....

\* Good (G)

\* Fair (F)

\* Poor (P)

Note G, F, P as to condition

ROOM	ITEM	*G *F *P	COMMENTS
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ENTRY/ PASSAGE	Doors/Walls		
	Ceilings/Light Fittings		
	Windows/Screens		
	Blinds/Curtains		
	Floor Coverings		
	Power Points		
	Other		
LOUNGE	Doors/Walls		
	Windows/Screens		
	Blinds/Curtains		
	Ceilings/Light Fittings		
	Floor Coverings		
	Heating		
	Power Points		
	Other		
KITCHEN	Doors/Walls		
	Windows/Screens		
	Blinds/Curtains		
	Ceilings/Light Fittings		
	Floor Coverings		

<b>KITCHEN</b> <b>(continued)</b>	Cupboards/Drawers		
	Benchtops/Tiling		
	Sink/Taps		
	Stove Top		
	Griller		
	Oven		
	Refrigerator		
	Exhaust Fan		
	Power Points		
	Other		
<b>BEDROOM 1</b>	Doors/Walls		
	Wardrobe/Drawers		
	Windows/Screens		
	Blinds/Curtains		
	Ceilings/Light Fittings		
	Floor Coverings		
	Power Points		
	Other		
<b>ENSUITE</b>	Doors/Walls		
	Windows/Screens		
	Blinds/Curtains		
	Ceilings/Light Fittings		
	Floor Coverings		
	Bath/Spa		
	Shower		
	Shower Screen/ Shower Curtain		
	Wash Basin		
	Tiling		
	Mirror/Cabinet		
	Towel Rails		
	Door		
	Heating/Fan		
	Power Points		
	Other		



<b>BEDROOM 2</b>	Doors/Walls		
	Wardrobe/Drawers		
	Windows/Screens		
	Blinds/Curtains		
	Ceilings/Light Fittings		
	Floor Coverings		
	Power Points		
	Other		
<b>BEDROOM 3</b>	Doors/Walls		
	Wardrobe/Drawers		
	Windows/Screens		
	Blinds/Curtains		
	Ceilings/Light Fittings		
	Floor Coverings		
	Power Points		
	Other		
<b>BEDROOM/ RUMPUS</b>	Doors/Walls		
	Wardrobe/Drawers		
	Windows/Screens		
	Blinds/Curtains		
	Ceilings/Light Fittings		
	Heating		
	Floor Coverings		
	Power Points		
	Other		
<b>BATHROOM</b>	Doors/Walls		
	Windows/Screens		
	Blinds/Curtains		
	Ceilings/Light Fittings		
	Floor Coverings		
	Bath/Spa		
	Shower		
	Shower Screen/ Shower Curtain		
	Wash Basin		

<b>BATHROOM</b>  <b>(Continued)</b>	Tiling		
	Mirror/Cabinet		
	Towel Rails		
	Door		
	Heating/Fan		
	Power Points		
	Other		
<b>LAUNDRY</b>	Door/Walls		
	Windows/Screens		
	Blinds/Curtains		
	Ceilings/Light Fittings		
	Floor Coverings		
	Trough		
	Washing Machine		
	Dryer		
	Back Door		
	Power Points		
	Other		
<b>TOILET</b>	Doors/Walls		
	Windows/Screens		
	Ceiling/Light Fittings		
	Cistern/Bowl		
	Other		
<b>GARAGE</b>	Doors/Walls		
	Windows		
	Roof/Ceiling		
	Work Benches		
	Shelves		
	Power Points		
	Other		
<b>OTHER</b>	Roof		
	Weatherboards/ Brickwork		
	Carport		
	Pergola		

OTHER (Continued)	Outbuildings		
	Septic Tank		
	Drive-Ways		
	Concrete Paths		
	Gates/Fences		
	Gardens		
	Doors		
	Staircases		
	Balcony/Porch		
	Letterbox		
	Hot Water System		
	Front Door		
	Meter Box		
	Other		

**FURTHER ITEMS AND COMMENTS:**[illegible]

**“ANNEXURE B” - CHATTELS**

This image shows a full page of primary-ruled paper. It features two vertical columns of horizontal dotted lines, designed for handwriting practice. The left column contains 20 rows of lines, and the right column also contains 20 rows. There are no margins, text, or other markings on the page.

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## Toolkit

[Application Form Template \(Word\)](#)[Application Form Template \(PDF\)](#)[Lease Agreement Template - Static PDF](#)[Lease Agreement Template - Complete Onscreen PDF](#)[Condition Report Template \(PDF\)](#)[Notice to Vacate Template](#)[Residential Tenancy Application Form \(Owner's application to Magistrates Court\)](#)

## Education

[Elearning Module - Introduction to Rental Ownership](#)[Elearning Module - Managing your Rental Property](#)

## Frequently Asked Questions

[Click here to view the Frequently Asked Questions](#)

## Legal Advice Request

Please [complete the form on this page](#) to access free legal advice.

## Research

Past Unreasonable Rent Increase Applications (accessed through Right to Information legislation)

[Applications 2022 \(to date\)](#)[Applications 2021](#)[Applications 2020](#)[Applications 2019](#)[Summary of Rent Increase Applications](#)



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[Members Only](#)

[Annual General Meeting Agenda and Minutes August 2021](#)

[Annual General Meeting Agenda and Minutes July 2022](#)

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# Rental Property Application Form

This information is being collected by the Owner and their representatives for the purpose of selecting tenants for a rental property. This information is only used for this purpose, will not be used for any other purpose, and will not be disclosed to any party not directly involved in or assisting with the selection process. The information will be destroyed when it is no longer required for the purpose it has been collected for.

<b>Rental Property Address</b>	
<b>Lease Type</b>	Fixed-Term or Ongoing (month-to-month)
<b>Lease Duration</b>	
<b>Expected lease start date</b>	
<b>Expected lease end date</b>	
<b>Conditions</b>	<p>Delete and edit as required</p> <ul style="list-style-type: none"> <li>• Pets are not permitted on the Property</li> <li>• Pets are not permitted inside the dwelling of the Property</li> <li>• No smoking allowed inside the dwelling of the Property</li> <li>• Subletting not permitted</li> </ul>
<b>Rent per week</b>	
<b>Rent payment frequency</b>	<p>Rent is to be paid X weeks in advance.</p> <p>Maximum 4 weeks in advance.</p>
<b>Security Deposit (Bond)</b>	<p>A security deposit (bond) of \$XXXX (equivalent to X weeks rent) is required to be paid through the Residential Tenancy Authority upon or prior to commencement of the lease.</p> <p>Maximum bond is equivalent to 4 weeks rent</p>
<b>Database</b>	<p>As part of the selection process for tenancies associated with this application, a search of the TICA Tenancy Database may be conducted by the Owner or their representative for the purposes of gathering information relating to a prospective tenant's tenancy history. Breaches of a residential tenancy agreement resulting from this application may be recorded in the TICA Tenancy Database (<a href="http://www.tica.com.au">www.tica.com.au</a>) operated by TICA Data Solutions Pty Ltd in accordance with relevant legislation. Contact details for the TICA Tenancy Database can be found on their website at <a href="http://www.tica.com.au">www.tica.com.au</a></p>
<b>Do you consent to a search of the TICA Tenancy Database being conducted?</b>	Yes or No

Have you inspected the Property?	Yes or No
Are you satisfied with the condition of the Property and do you wish to be considered for a lease on this Property?	Yes or No
Preferred lease type	
Preferred start date	
Full name of all tenants over 18 years of age	<b>APPLICANT 1</b>
	<b>APPLICANT 2</b>
	<b>APPLICANT 3</b>
	<b>APPLICANT 4</b>
	<b>APPLICANT 5</b>
Names and ages of all children currently under 18 years of age	
Type, Age, Name and Breed of any pets	



APPLICANT	
Full Name	
Current Address	
Phone Number	
Email address	
Date of Birth	
Drivers Licence and/or Proof of Age Card Number	
Passport Number	
Car Registration Number	
Income sources	
Sources of Income	
<p>You will need to provide <b>one</b> of the following:</p> <ul style="list-style-type: none"> <li>• 3 recent payslips</li> <li>• Recent bank statement showing income deposits</li> <li>• A letter from your employer stating income position and length of employment</li> <li>• A letter from your accountant if self-employed</li> <li>• Centrelink statement</li> </ul>	
<b>Employment Information</b>  Please provide: <ul style="list-style-type: none"> <li>• name of Employer</li> <li>• employer's contact details</li> <li>• duration of employment</li> <li>• Position Title</li> </ul>	
If time with current employer less than 12 months, please provide details of your previous employer. <ul style="list-style-type: none"> <li>• name of Employer</li> <li>• employer's contact details</li> <li>• duration of employment</li> <li>• Position Title</li> </ul>	
History	
Name and contact details of current and/or previous Property Managers/ Owners	

Name and contact details of other referees (personal and/or business)	
Provide any written references you may have	
Have you received/are you expecting to receive your security deposit (bond) on your current property to be return in full? If not, what deduction will apply?	
Who will be providing the security deposit for the Property?	
Do you owe any party outstanding rent?	
Provide copy of any credit check reports you may have	
Do you owe any party money for property damage?	

Rental Obligations	
Do you understand that it is the tenant's responsibility to maintain the gardens and lawn (if applicable)?	Yes or No
Do you understand that it is the tenant's responsibility to report any accidental or intentional damage or maintenance issues as soon as possible?	Yes or No
Do you understand that the tenant is required to keep the Property in a reasonable state of cleanliness during the lease?	Yes or No
Do you understand that the tenant is required to leave the Property in nearly the same condition as it was at the start of the lease, except for reasonable fair wear and tear?	Yes or No
Do you understand that the tenant is liable for any damage (including accidental) they cause and rectifying the damage?	Yes or No
Do you understand that a Notice to Vacate is likely to be issued if the	Yes or No

rent is not paid in accordance with the lease agreement?	
Do you understand that the tenant is not permitted to make any changes to the Property without the Owner's written consent?	Yes or No
Please provide copy of your photo identification	
<p>When deciding who to rent the Property to, the Owner will consider all relevant factors. The Owner will be prioritising applicants that demonstrate that they have:</p> <ul style="list-style-type: none"> <li>• the ability to make the rental payments in accordance with the payment frequency</li> <li>• the willingness and ability to ensure the Property is treated with care and respect</li> <li>• the attributes needed to be a respectful and reliable tenant.</li> </ul>	

- I declare that all the information contained in this application is true and correct and given of my own free will.
- I authorise the Owner or their representative to obtain personal information about me for the purposes of assessing this application from:
  - a) previous rental owners or agents
  - b) personal referees and/or current past employers
  - c) tenancy database providers, including TICA Data Solutions Pty Ltd
- I understand that if I default under a rental agreement associated with this application that my details may be submitted to a tenancy database provider, including TICA Data Solutions Pty Ltd in accordance with legislation and agree to the provision of my personal information to such entities.
- I release the Tasmanian Residential Rental Property Owners Association from any liability or claim arising from the use of my information under this Rental Property Application Form to the extent permitted by law.
- I am aware and accept that the Owner or their representative may use and disclose my personal information to:
  - a) communicate with referees, employees, rental owners, property agents, third party operators of tenancy reference databases to select a tenant
  - b) prepare lease/tenancy documents
  - c) allow tradespeople or equivalent organisations to contact me
  - d) lodge/claim/transfer to/from a Bond Authority
  - e) refer to refer matters to tribunals/Courts and Statutory Authorities
  - f) refer to collection agents/lawyers where applicable
  - g) transfer applicable service account details into my name.

<b>Print Name</b>	
<b>Signature</b>	
<b>Date signed</b>	

APPLICANT	
Full Name	
Current Address	
Phone Number	
Email address	
Date of Birth	
Drivers Licence and/or Proof of Age Card Number	
Passport Number	
Car Registration Number	
Income sources	
Sources of Income	
<p>You will need to provide <b>one</b> of the following:</p> <ul style="list-style-type: none"> <li>• 3 recent payslips</li> <li>• Recent bank statement showing income deposits</li> <li>• A letter from your employer stating income position and length of employment</li> <li>• A letter from your accountant if self-employed</li> <li>• Centrelink statement</li> </ul>	
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History	
Name and contact details of current and/or previous Property Managers/ Owners	

Name and contact details of other referees (personal and/or business)	
Provide any written references you may have	
Have you received/are you expecting to receive your security deposit (bond) on your current property to be return in full? If not, what deduction will apply?	
Who will be providing the security deposit for the Property?	
Do you owe any party outstanding rent?	
Provide copy of any credit check reports you may have	
Do you owe any party money for property damage?	

Rental Obligations	
Do you understand that it is the tenant's responsibility to maintain the gardens and lawn (if applicable)?	Yes or No
Do you understand that it is the tenant's responsibility to report any accidental or intentional damage or maintenance issues as soon as possible?	Yes or No
Do you understand that the tenant is required to keep the Property in a reasonable state of cleanliness during the lease?	Yes or No
Do you understand that the tenant is required to leave the Property in nearly the same condition as it was at the start of the lease, except for reasonable fair wear and tear?	Yes or No
Do you understand that the tenant is liable for any damage (including accidental) they cause and rectifying the damage?	Yes or No
Do you understand that a Notice to Vacate is likely to be issued if the	Yes or No

rent is not paid in accordance with the lease agreement?	
Do you understand that the tenant is not permitted to make any changes to the Property without the Owner's written consent?	Yes or No
Please provide copy of your photo identification	
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  - m) refer to collection agents/lawyers where applicable
  - n) transfer applicable service account details into my name.

<b>Print Name</b>	
<b>Signature</b>	
<b>Date signed</b>	

APPLICANT	
Full Name	
Current Address	
Phone Number	
Email address	
Date of Birth	
Drivers Licence and/or Proof of Age Card Number	
Passport Number	
Car Registration Number	
Income sources	
Sources of Income	
<p>You will need to provide <b>one</b> of the following:</p> <ul style="list-style-type: none"> <li>• 3 recent payslips</li> <li>• Recent bank statement showing income deposits</li> <li>• A letter from your employer stating income position and length of employment</li> <li>• A letter from your accountant if self-employed</li> <li>• Centrelink statement</li> </ul>	
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History	
Name and contact details of current and/or previous Property Managers/ Owners	

Name and contact details of other referees (personal and/or business)	
Provide any written references you may have	
Have you received/are you expecting to receive your security deposit (bond) on your current property to be return in full? If not, what deduction will apply?	
Who will be providing the security deposit for the Property?	
Do you owe any party outstanding rent?	
Provide copy of any credit check reports you may have	
Do you owe any party money for property damage?	

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<b>Print Name</b>	
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APPLICANT	
Full Name	
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  - bb) transfer applicable service account details into my name.

<b>Print Name</b>	
<b>Signature</b>	
<b>Date signed</b>	

APPLICANT	
Full Name	
Current Address	
Phone Number	
Email address	
Date of Birth	
Drivers Licence and/or Proof of Age Card Number	
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Car Registration Number	
Income sources	
Sources of Income	
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  - gg) refer to refer matters to tribunals/Courts and Statutory Authorities
  - hh) refer to collection agents/lawyers where applicable
  - ii) transfer applicable service account details into my name.

<b>Print Name</b>	
<b>Signature</b>	
<b>Date signed</b>	





Receipt for TRRPO  
Account ID: 582602346185376

Invoice/Payment Date  
May 29, 2022, 1:29 AM

Payment method  
MasterCard · 8065  
Reference Number: Q2KCHXJQ2

Transaction ID  
5074995362616181-9771673

Product Type  
Meta ads

Paid

**\$87.77 AUD**

Subtotal: \$79.79 AUD  
GST: 7.98 AUD (Rate: 10%)  
Ad spend since May 3, 2022.

Campaigns

Post: "ONLINE TRAINING NOW AVAILABLE"

\$79.79

From May 3, 2022, 12:00 AM to May 4, 2022, 11:59 PM

Post: "ONLINE TRAINING NOW AVAILABLE"

8,772 Impressions

\$79.79

## Receipt for TRRPO

Account ID: 582602346185376

Invoice/Payment Date  
May 3, 2022, 1:09 PM

Payment method  
MasterCard · 8065  
Reference Number: MLHS7EKJQ2

Transaction ID  
5041567089292339-9623784

Product Type  
Meta ads

Paid

**\$77.00 AUD**

Subtotal: \$70.00 AUD  
GST: 7.00 AUD (Rate: 10%)

You're being billed because you reached your \$70.00 payment threshold.

### Campaigns

Post: "ONLINE TRAINING NOW AVAILABLE"

From May 2, 2022, 12:00 AM to May 3, 2022, 1:09 PM

**\$70.00**

Post: "ONLINE TRAINING NOW AVAILABLE"

9,405 Impressions

**\$70.00**

Receipt for TRRPO  
Account ID: 582602346185376

Invoice/Payment Date  
May 2, 2022, 3:20 PM

Payment method  
MasterCard · 8065  
Reference Number: KT8ECEFJQ2

Transaction ID  
5057702654345448-9619024

Product Type  
Meta ads

Paid

\$77.00 AUD

Subtotal: \$70.00 AUD  
GST: 7.00 AUD (Rate: 10%)

You're being billed because you reached your \$70.00 payment threshold.

Campaigns

Post: "ONLINE TRAINING NOW AVAILABLE"		\$70.00
From May 1, 2022, 12:00 AM to May 2, 2022, 3:20 PM		
Post: "ONLINE TRAINING NOW AVAILABLE"	9,450 Impressions	\$70.00

Receipt for TRRPO

Account ID: 582602346185376

Invoice/Payment Date  
May 1, 2022, 5:10 PM

Payment method  
MasterCard · 8065  
Reference Number: M39D6ETJQ2

Transaction ID  
5036622769786773-9613738

Product Type  
Meta ads

Paid

**\$44.00 AUD**

Subtotal: \$40.00 AUD  
GST: 4.00 AUD (Rate: 10%)

You're being billed because you reached your \$40.00 payment threshold.

Campaigns

Post: "ONLINE TRAINING NOW AVAILABLE"

\$40.00

From May 1, 2022, 12:00 AM to May 1, 2022, 5:10 PM

Post: "ONLINE TRAINING NOW AVAILABLE"

5,629 Impressions

\$40.00

Receipt for TRRPO  
Account ID: 582602346185376

Invoice/Payment Date  
May 1, 2022, 9:20 AM

Payment method  
MasterCard - 8065  
Reference Number: BG7NSDXJQ2

Transaction ID  
4995657300549988-9611679

Product Type  
Meta ads

Paid

**\$33.00 AUD**

Subtotal: \$30.00 AUD  
GST: 3.00 AUD (Rate: 10%)

You're being billed because you reached your \$30.00 payment threshold.

Campaigns

Post: "ONLINE TRAINING NOW AVAILABLE"

\$30.00

From Apr 29, 2022, 12:00 AM to May 1, 2022, 9:20 AM

Post: "ONLINE TRAINING NOW AVAILABLE"

3,812 Impressions

\$30.00

Receipt for TRRPO  
Account ID: 582602346185376

Invoice/Payment Date  
Apr 30, 2022, 5:34 PM

Payment method  
MasterCard · 8065  
Reference Number: EFFM5ETJQ2

Transaction ID  
5034023066713410-9606373

Product Type  
Meta ads

Paid

**\$22.00 AUD**

Subtotal: \$20.00 AUD  
GST: 2.00 AUD (Rate: 10%)

You're being billed because you reached your \$20.00 payment threshold.

Campaigns

Post: "ONLINE TRAINING NOW AVAILABLE"

**\$20.00**

From Apr 30, 2022, 12:00 AM to Apr 30, 2022, 5:34 PM

Post: "ONLINE TRAINING NOW AVAILABLE"

2,475 Impressions

**\$20.00**

Receipt for TRRPO  
Account ID: 582602346185376

Invoice/Payment Date  
Apr 30, 2022, 2:11 PM

Payment method  
MasterCard · 8065  
Reference Number: RA2ZDD7JQ2

Transaction ID  
4951402844975428-9605627

Product Type  
Meta ads

Paid

**\$22.00 AUD**

Subtotal: \$20.00 AUD  
GST: 2.00 AUD (Rate: 10%)

You're being billed because you reached your \$20.00 payment threshold.

Campaigns

Post: "ONLINE TRAINING NOW AVAILABLE"

\$20.00

From Apr 29, 2022, 4:30 PM to Apr 30, 2022, 2:11 PM

Post: "ONLINE TRAINING NOW AVAILABLE"

2,464 Impressions

\$20.00

Receipt for TRRPO  
Account ID: 582602346185376

Invoice/Payment Date  
Apr 30, 2022, 9:39 AM

Payment method  
MasterCard · 8065  
Reference Number: J7XD5ETJQ2

Transaction ID  
5033203026795414-9604407

Product Type  
Meta ads

Paid

**\$22.00 AUD**

Subtotal: \$20.00 AUD  
GST: 2.00 AUD (Rate: 10%)

You're being billed because you reached your \$20.00 payment threshold.

Campaigns

Post: "ONLINE TRAINING NOW AVAILABLE"		\$20.00
From Apr 29, 2022, 12:00 AM to Apr 30, 2022, 9:39 AM		
Post: "ONLINE TRAINING NOW AVAILABLE"	2,290 Impressions	\$20.00

Facebook Ireland Limited  
4 Grand Canal Square, Grand Canal Harbour  
Dublin 2, Ireland  
ABN 14 377 159 059

Australia



Receipt for TRRPO

Account ID: 582602346185376

Invoice/Payment Date  
Apr 30, 2022, 2:45 AM

Payment method  
MasterCard · 8065  
Reference Number: EHJR2F7KQ2

Transaction ID  
5135832763199109-9602379

Product Type  
Meta ads

Paid

**\$22.00 AUD**

Subtotal: \$20.00 AUD  
GST: 2.00 AUD (Rate: 10%)

You're being billed because you reached your \$20.00 payment threshold.

Campaigns

Post: "ONLINE TRAINING NOW AVAILABLE"

\$20.00

From Apr 29, 2022, 5:30 PM to Apr 30, 2022, 2:45 AM

Post: "ONLINE TRAINING NOW AVAILABLE"

1,811 Impressions

\$20.00

Facebook Ireland Limited  
4 Grand Canal Square, Grand Canal Harbour  
Dublin 2, Ireland  
ABN 14 377 159 059

Australia

Receipt for TRRPO  
Account ID: 582602346185376

Invoice/Payment Date  
Apr 29, 2022, 9:28 PM

Payment method  
MasterCard · 8065  
Reference Number: SAFHRDXJQ2

Transaction ID  
4991642630951455-9600894

Product Type  
Meta ads

Paid

**\$13.20 AUD**

Subtotal: \$12.00 AUD  
GST: 1.20 AUD (Rate: 10%)

You're being billed because you reached your \$12.00 payment threshold.

Campaigns

Post: "ONLINE TRAINING NOW AVAILABLE"		\$12.00
From Apr 29, 2022, 5:00 PM to Apr 29, 2022, 9:28 PM		
Post: "ONLINE TRAINING NOW AVAILABLE"	1,168 Impressions	\$12.00

Receipt for TRRPO

Account ID: 582602346185376

Invoice/Payment Date  
Apr 29, 2022, 8:26 PM

Payment method  
MasterCard · 8065  
Reference Number: X49QTEBJQ2

Transaction ID  
5111224715659907-9600609

Product Type  
Meta ads

Paid

**\$9.90 AUD**

Subtotal: \$9.00 AUD  
GST: 0.90 AUD (Rate: 10%)

You're being billed because you reached your \$9.00 payment threshold.

Campaigns

Post: "ONLINE TRAINING NOW AVAILABLE"	\$9.00
From Apr 29, 2022, 5:00 PM to Apr 29, 2022, 8:26 PM	
Post: "ONLINE TRAINING NOW AVAILABLE"	931 Impressions
	\$9.00

Receipt for TRRPO  
Account ID: 582602346185376

Invoice/Payment Date  
Apr 29, 2022, 7:32 PM

Payment method  
MasterCard · 8065  
Reference Number: H6HFRDXJQ2

Transaction ID  
4991430547639330-9600380

Product Type  
Meta ads

Paid

**\$6.60 AUD**

Subtotal: \$6.00 AUD  
GST: 0.60 AUD (Rate: 10%)

You're being billed because you reached your \$6.00 payment threshold.

Campaigns

Post: "ONLINE TRAINING NOW AVAILABLE"	\$6.00
From Apr 29, 2022, 5:00 PM to Apr 29, 2022, 7:32 PM	
Post: "ONLINE TRAINING NOW AVAILABLE"	546 Impressions
	\$6.00

Receipt for TRRPO  
Account ID: 582602346185376

Invoice/Payment Date  
Apr 29, 2022, 6:55 PM

Payment method  
MasterCard · 8065  
Reference Number: K7VUJD3KQ2

Transaction ID  
4968424796606573-9600227

Product type  
Meta ads

Paid

**\$4.40 AUD**

Subtotal: \$4.00 AUD  
GST: 0.40 AUD (Rate: 10%)

You're being billed because you reached your \$4.00 payment threshold.

Campaigns

Post: "ONLINE TRAINING NOW AVAILABLE"

\$4.00

From Apr 29, 2022, 5:00 PM to Apr 29, 2022, 6:55 PM

Post: "ONLINE TRAINING NOW AVAILABLE"

343 Impressions

\$4.00

Receipt for TRRPO  
Account ID: 582602346185376

Invoice/Payment Date  
Apr 29, 2022, 6:25 PM

Payment method  
MasterCard · 8065  
Reference Number: UCSCDD7JQ2

Transaction ID  
4949191228529923-9600096

Product Type  
Meta ads

Paid

**\$4.40 AUD**

Subtotal: \$4.00 AUD  
GST: 0.40 AUD (Rate: 10%)

You're being billed because you reached your \$4.00 payment threshold.

Campaigns

Post: "ONLINE TRAINING NOW AVAILABLE"		\$4.00
From Apr 29, 2022, 5:00 PM to Apr 29, 2022, 6:25 PM		
Post: "ONLINE TRAINING NOW AVAILABLE"	374 Impressions	\$4.00

Receipt for TRRPO  
Account ID: 582602346185376

Invoice/Payment Date  
Apr 29, 2022, 6:05 PM

Payment method  
MasterCard · 8065  
Reference Number: 2Y4ERDXJQ2

Transaction ID  
4991279670987751-9600011

Product Type  
Meta ads

Paid

**\$2.75 AUD**

Subtotal: \$2.50 AUD  
GST: 0.25 AUD (Rate: 10%)

You're being billed because you reached your \$2.50 payment threshold.

Campaigns

Post: "ONLINE TRAINING NOW AVAILABLE"	\$2.50
From Apr 29, 2022, 5:00 PM to Apr 29, 2022, 6:05 PM	
Post: "ONLINE TRAINING NOW AVAILABLE"	267 Impressions
	\$2.50

Receipt for TRRPO  
Account ID: 582602346185376

Invoice/Payment Date  
Apr 29, 2022, 5:50 PM

Payment method  
MasterCard · 8065  
Reference Number: RAUDRDXJQ2

Transaction ID  
4991250094324042-9599972

Product Type  
Meta ads

Paid

**\$2.75 AUD**

Subtotal: \$2.50 AUD  
GST: 0.25 AUD (Rate: 10%)

You're being billed because you reached your \$2.50 payment threshold.

Campaigns

Post: "ONLINE TRAINING NOW AVAILABLE"	\$2.50
From Apr 29, 2022, 4:30 PM to Apr 29, 2022, 5:50 PM	
Post: "ONLINE TRAINING NOW AVAILABLE"	205 Impressions
	\$2.50



Receipt for TRRPO  
Account ID: 582602346185376

Invoice/Payment Date  
Apr 29, 2022, 5:29 PM

Payment method  
MasterCard · 8065  
Reference Number: XV9MTEBJQ2

Paid

**\$2.75 AUD**

Transaction ID  
5110899702359075-9599924

Subtotal: \$2.50 AUD  
GST: 0.25 AUD (Rate: 10%)

Product Type  
Meta ads

You're being billed because you reached your \$2.50 payment threshold.

Campaigns

Post: "ONLINE TRAINING NOW AVAILABLE"		\$2.50
From Apr 29, 2022, 4:30 PM to Apr 29, 2022, 5:29 PM		
Post: "ONLINE TRAINING NOW AVAILABLE"	185 Impressions	\$2.50

Post: "ONLINE TRAINING NOW AVAILABLE"

185 Impressions

Glenorchy Library  
y  
4 Terry Street  
Glenorchy, 7010  
Ph. (03) 6165 5493  
abn 262 376 312 94

Invoice: 44805 05  
/05/2023

---11:31

1.00 x Use of Facilities  
42.00G  
1.00-----

	SubTotal \$
42.00	GST \$
3.82	Total \$
42.00	EFTPOS Paid \$
42.00	Change \$
0.00	

Facebook li  
4 Grand Ca  
Dublin 2, Ir  
ABN 14 37

THANK YOU

Rosny Library  
Bligh Street  
Rosny TAS 7018  
Phone 6165 6448  
ABN 26 237 631 294  
TAX INVOICE

#083673 04/05/2023 12:46  
16 CLERK16 000000

1x 22.00	*22.00
MEETING ROOMS	
SUBTOTAL	*22.00

1 ST	*22.00
NA	*2.00
	*20.00

CRED

\*22.00

Australia

Kingston Library Room Booking Confirmation Inbox ✕



**Kingston Library Meeting Rooms** <kingston.library.meeting.rooms@libraries.tas.gov.au>  
to me

Hello Louise

I am pleased to confirm your room booking at Kingston Library with the following details –

Organisation: Tasmanian Rental Owners Association  
Date: Thursday 4 May, 2023  
Location: B Block  
Time: 12.:30 – 2:30pm  
Cost: \$22.00

Please collect the Room Key at the time of payment at Kingston Library Front Desk on the day of your booking.

**Please note:**  
As you are a not-for-profit organisation, you fall under our Community booking and are covered by Libraries Tasmania liability insurance.  
You will, therefore, not be required to provide a Certificate of Currency.

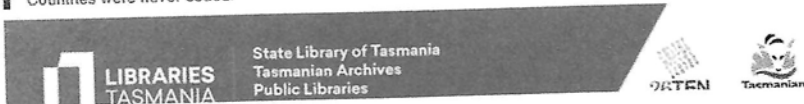
I have attached a map so that you are familiar with the site. Note that there is free parking accessible via Church Street.

If we can be of further assistance please contact me via email, or you can phone  
on 03 6165 6208.

Regards

Fil Wise  
Customer Services Officer  
Kingston Library | Libraries Tasmania  
11 Hutchins Street | Kingston | Tasmania 7052  
Ph (03) 6165 6208 | [www.libraries.tas.gov.au](http://www.libraries.tas.gov.au)

Libraries Tasmania recognises the deep histories and cultures of the Aboriginal people of lutruwita/Tasmania. We acknowledge Tasmanian Aboriginal people as the traditional and continuing custodians of the land, waters and sky. We pay respect to the Elders, past and present who hold the memories, traditions, culture and knowledge of Country. We extend our respect to all Aboriginal and Torres Strait Islander peoples whose Countries were never ceded.



# Invoice

zoom

Zoom Video Communications Inc.  
55 Almaden Blvd, 6th Floor  
San Jose, CA 95113

Invoice

zoom

Invoice Date: Nov 27, 2021  
Invoice #: INV120070806  
Payment Terms: Due Upon Receipt  
Due Date: Nov 27, 2021  
Account Number: 3015080204  
Currency: AUD  
Account Information: TRRPO

Sold To Address:

Australia

Bill To Address:

Australia

Purchase Order Number:

Customer GST/Tax Number:

Zoom W-9

Total Tax AUD2.10

## Transactions

Invoice Total AUD23.09

TRANSACTION DATE	TRANSACTION NUMBER	TRANSACTION TYPE	DESCRIPTION	APPLIED AMOUNT
Nov 27, 2021	P-133712397	Payment		(AUD23.09)

Invoice Balance AUD0.00

Need help understanding your invoice?

[CLICK HERE](#)

## Charge Details

CHARGE DESCRIPTION	SUBSCRIPTION PERIOD	SUBTOTAL	TAXES, FEES & OTHER CHARGES	TOTAL
Charge Name: Standard Pro Monthly Quantity: 1 Unit Price: AUD20.99	Nov 27, 2021-Dec 26, 2021	AUD20.99	AUD2.10	AUD23.09
Subtotal				AUD20.99
Total (Including Tax)				AUD23.09
Invoice Balance				AUD0.00

## Taxes, Fees & Other Charge Details

CHARGE NAME	TAX, FEE OR SURCHARGE NAME	JURISDICTION	CHARGE AMOUNT	TAX, FEE OR OTHER CHARGE AMOUNT
Standard Pro Monthly	Goods and Service Tax (GST) 10.000%	Federal	AUD20.99	AUD2.10

This plan includes products with monthly and/or yearly subscription periods. The subscription period for each plan, and the total charge, AUD20.99 (plus applicable taxes and regulatory fees), per subscription period for that product are set out above in the Charge Details section. Unless you cancel, your subscription(s) will auto-renew each subscription period and each subscription period thereafter, at the price(s) listed above (plus any taxes and regulatory fees applicable at the time of renewal) and your payment method on file at [zoom.us/billing](https://zoom.us/billing) will be charged. You can cancel auto-renewal anytime, but you must cancel by the last day of your current subscription period to avoid being charged for the next subscription period. You will not be able to cancel your "base plan" (Zoom Meetings, Zoom Phone, or Zoom Rooms) without first canceling all other subscriptions in your plan. If you cancel, you will not receive a refund for the remainder of your then-current subscription period. You can cancel by navigating to [zoom.us/billing](https://zoom.us/billing) and clicking "Cancel Subscription," clicking through the prompts, and then clicking to confirm cancellation. Should Zoom change its pricing, it will provide you with notice, and you may be charged the new price for subsequent subscription.



Zoom Video Communications Inc.  
55 Almaden Blvd, 6th Floor  
San Jose, CA 95113

# Invoice

Invoice Date: Apr 20, 2023  
Invoice #: INV198593010  
Payment Terms: Due Upon Receipt  
Due Date: Apr 20, 2023  
Account Number: 3015080204  
Currency: AUD  
Payment Method: MasterCard \*\*\*\*\*8065  
Account Information: TRRPO

Purchase Order Number:

Customer GST/Tax Number:

Zoom W-9

Sold To Address:



Australia



Bill To Address:



Australia



## Charge Details

CHARGE DESCRIPTION	SUBSCRIPTION PERIOD	SUBTOTAL	TAXES, FEES & SURCHARGES	TOTAL
Charge Name: Zoom One Pro - Discount				
Discount: 50.00%				
Notes: Proration credit for products are applied at MSRP, hence you see this prorated discount charge to provide net credit.				
Charge Name: Zoom One Pro Monthly	Apr 20, 2023 - May 19, 2023	AUD11.20	AUD1.12	AUD12.32
Quantity: 1 Unit Price: AUD22.39	Apr 20, 2023 - May 19, 2023	AUD22.39	AUD2.24	AUD24.63

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[Team Chat Management](#)

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[Room Management](#)

[Workspaces Management](#)

[Phone System Management](#)

Current Plans

Pending Plans

Billing Information

Invoice History

Shipments

From  To

☒ Your account has no outstanding invoices at this time.

<input checked="" type="checkbox"/>	Invoice number	Invoice Date	Due Date	Status	Amount	Receipt
<input checked="" type="checkbox"/>	INV198593010	Apr 20, 2023	Apr 20, 2023	Collected	A\$12.31	<a href="#">Print</a>
<input checked="" type="checkbox"/>	INV175307584	Nov 12, 2022	Nov 12, 2022	Collected	A\$23.09	<a href="#">Print</a>
<input checked="" type="checkbox"/>	INV170826342	Oct 12, 2022	Oct 12, 2022	Collected	A\$23.09	<a href="#">Print</a>
<input checked="" type="checkbox"/>	INV166280634	Sep 12, 2022	Sep 12, 2022	Collected	A\$23.09	<a href="#">Print</a>
<input checked="" type="checkbox"/>	INV161753990	Aug 12, 2022	Aug 12, 2022	Collected	A\$23.09	<a href="#">Print</a>
<input checked="" type="checkbox"/>	INV157201895	Jul 12, 2022	Jul 12, 2022	Collected	A\$23.09	<a href="#">Print</a>
<input checked="" type="checkbox"/>	INV130184106	Jan 27, 2022	Jan 27, 2022	Collected	A\$23.09	<a href="#">Print</a>
<input checked="" type="checkbox"/>	INV124955604	Dec 27, 2021	Dec 27, 2021	Collected	A\$23.09	<a href="#">Print</a>
<input checked="" type="checkbox"/>	INV120070806	Nov 27, 2021	Nov 27, 2021	Collected	A\$23.09	<a href="#">Print</a>

<input checked="" type="checkbox"/>	INV120070806	Nov 27, 2021	Nov 27, 2021	Collected	A\$23.09	<a href="#">Print</a>
<input checked="" type="checkbox"/>	INV114978209	Oct 27, 2021	Oct 27, 2021	Collected	A\$23.09	<a href="#">Print</a>
<input checked="" type="checkbox"/>	INV109731588	Sep 27, 2021	Sep 27, 2021	Collected	A\$23.09	<a href="#">Print</a>
<input checked="" type="checkbox"/>	INV104510129	Aug 27, 2021	Aug 27, 2021	Collected	A\$23.09	<a href="#">Print</a>
<input checked="" type="checkbox"/>	INV993331538	Jul 27, 2021	Jul 27, 2021	Collected	A\$23.09	<a href="#">Print</a>
<input checked="" type="checkbox"/>	INV93921708	Jun 27, 2021	Jun 27, 2021	Collected	A\$23.09	<a href="#">Print</a>
<input checked="" type="checkbox"/>	INV88453456	May 27, 2021	May 27, 2021	Collected	A\$23.09	<a href="#">Print</a>
<input checked="" type="checkbox"/>	INV82819283	Apr 27, 2021	Apr 27, 2021	Collected	A\$23.09	<a href="#">Print</a>
<input checked="" type="checkbox"/>	INV76910217	Mar 27, 2021	Mar 27, 2021	Collected	A\$23.09	<a href="#">Print</a>
<input checked="" type="checkbox"/>	INV71132256	Feb 27, 2021	Feb 27, 2021	Collected	A\$23.09	<a href="#">Print</a>
<input checked="" type="checkbox"/>	INV65508981	Jan 27, 2021	Jan 27, 2021	Collected	A\$23.09	<a href="#">Print</a>

100/page

< 1 >

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Receipt for Louise Elliot  
Account ID: 500873461025279

Invoice/Payment Date  
Apr 7, 2023, 12:33 AM

Payment method  
MasterCard · 8065  
Reference Number: S7EUNXRL2

Transaction ID  
5961025467345527-12028899

Product Type  
Meta ads

Paid

\$562.69 AUD

Ad spend since Mar 14, 2023.

\$483.92

Campaigns

Post: "FREE INFORMATION SESSIONS for rental owners will..."

\$183.92 ✓

From Mar 14, 2023, 12:00 AM to Apr 5, 2023, 11:59 PM

Post: "FREE INFORMATION SESSIONS for rental owners will..."

28,549 Impressions

\$183.92 ✓

Post: "Free information sessions for rental owners are..."

\$300.00

From Mar 14, 2023, 12:00 AM to Apr 5, 2023, 11:59 PM

Post: "Free information sessions for rental owners are..."

15,379 Impressions

\$300.00

\$483.92

Meta Platforms Ireland Limited  
4 Grand Canal Square, Grand Canal Harbour  
Dublin 2, Ireland  
ABN 14 377 159 059

Australia  
ABN: 66746763346



Receipt for Louise Elliot

Account ID: 500873461025279

Invoice/Payment Date  
Apr 15, 2023, 6:48 PM

Payment method  
MasterCard · 8065  
Reference Number: JMAQNNXRL2

Transaction ID  
5988538397927567-12091782

Product Type  
Meta ads

Paid

\$750.00 AUD

You're being billed because you reached your \$750.00 payment threshold.

Campaigns

Post: "FREE INFORMATION SESSIONS for rental owners! Come..."		\$500.00
From Apr 6, 2023, 12:00 AM to Apr 15, 2023, 6:48 PM		
Post: "FREE INFORMATION SESSIONS for rental owners! Come..."	112,575 Impressions	\$500.00
Post: "FREE INFORMATION SESSIONS for rental owners! Come..."		\$250.00
From Apr 6, 2023, 12:00 AM to Apr 15, 2023, 6:48 PM		
Post: "FREE INFORMATION SESSIONS for rental owners! Come..."	14,219 Impressions	\$250.00

Meta Platforms Ireland Limited  
4 Grand Canal Square, Grand Canal Harbour  
Dublin 2, Ireland  
ABN 14 377 159 059

Australia  
ABN: 66746763346

# PAGE SEAGER

LAWYERS

Level 2, 179 Murray St  
Hobart Tasmania 7000  
GPO Box 1106  
Hobart Tasmania 7001  
Page Seager Pty Ltd  
ABN 68 620 698 286

T 03 6235 5155  
F 03 6231 0352  
enquiry@pageseager.com.au  
www.pageseager.com.au

Tasmanian Residential Rental Property Owners Association Inc  
[REDACTED]

**DATE:** 27 April 2023  
**INVOICE NO:** 295619  
**ACCOUNT REF:** 230555  
**TERMS:** 14 Days

## TAX INVOICE

ABN: 68 620 698 286

### TRRPO Member Advice Service

	NET	GST	GROSS
To our professional fees as per the attached schedule	\$1,500.00	\$150.00	\$1,650.00
Office Costs as per the attached schedule	\$0.00	\$0.00	\$0.00
Disbursements as per the attached schedule	\$0.00	\$0.00	\$0.00
<b>Total this invoice</b>		<b>\$150.00</b>	<b>\$1,650.00</b>

Less monies transferred from trust  
(Funds remaining in trust \$0.00)

**Amount Due \$1,650.00**

With Compliments  
**PAGE SEAGER**

### Your rights in relation to legal costs

Pursuant to the Legal Profession Act 2007:  
If this account is not already itemised it may be itemised at your request pursuant to Section 316. A client who wishes to dispute a bill of costs may (a) apply for a costs assessment pursuant to Part 3.3 Division 7 within 60 days after the account or request for payment was given; (b) apply to have set aside any costs agreement that may have been entered into pursuant to Section 312; or (c) make a complaint pursuant to Chapter 4.

### TAKE NOTICE THAT:

Pursuant to Section 305 of the Legal Profession Act 2007, interest may be charged at the rate prescribed by the Legal Profession Regulations 2018 on any amount not paid within 30 days of service of this account.

Please remit this section with your cheque to GPO Box 1106, Hobart, TAS, 7001 Amount Due: **\$1,650.00**  
Or Direct Deposits can be made to BSB: 017 010 Account No: 3158 66642 please quote file number: **230555**  
Please send remittance advices to: accounts@pageseager.com.au



Billers Code: 387191  
Ref: 2305555

Telephone & Internet Banking – BPAY®  
Confirm your response in the financial institution to make this payment from your cheque, savings, debit or transaction account. More info: www.bpay.com.au

# TAX INVOICE

Tasmanian Residential Rental Property Owners Association

Invoice Date  
22 Mar 2022

Invoice Number  
INV-0747

Reference  
The Hobart Magazine  
Advertising Package

The Hobart Magazine  
ABN: 74 632 871 302  
PO Box 315  
South Hobart, TAS, 7004  
PH: 0406 143 485

Description	Quantity	Unit Price	GST	Amount AUD
Advertisement package appearing in The Hobart Magazine April, May and June 2022 editions.	3.00	345.00	10%	1,035.00
Subtotal				1,035.00
TOTAL GST 10%				103.50
TOTAL AUD				1,138.50

**Due Date: 29 Mar 2022**  
Payment terms strictly 7 days.

Banking details  
BSB: 067-000 Account: 1098 5445  
Propeller Media Pty Ltd  
Pay-ID available on request

The Hobart Magazine standard terms and conditions apply and are available on request. The Hobart Magazine is quarto size (190mm x 265mm) printed on 55gsm stock in full colour.

## PAYMENT ADVICE

To: The Hobart Magazine  
ABN: 74 632 871 302  
PO Box 315  
South Hobart, TAS, 7004  
PH: 0406 143 485

Customer Tasmanian Residential Rental  
Property Owners Association  
Invoice Number INV-0747  
Amount Due 1,138.50  
Due Date 29 Mar 2022  
Amount Enclosed

Enter the amount you are paying above

ABN: 74 632 871 302. Registered Office: Attention: Stephanie Williams, PO Box 315, SOUTH HOBART, TAS, 7004, Australia.

## RE: RTI Application to Office of the Residential Tenancy Commissio

Inbox x



**RTI** <RTI@justice.tas.gov.au>

to me

Good morning Ms Elliot,

I apologise for the delay in responding to your email.

Please find details below on how to make a payment. I note that this information is also included on the applic

Cheque or money order payable to Department of Justice for \$41.25 Or Pay to Department of Justice Operatin

Please include a payment reference - "RTI" and your name e.g. RTI AX Smith Fee current as at 1 July 2021

Please send notice of payment once completed and we can progress your application.

Kind regards

Sarah Nichols



Executive Officer  
Office of the Secretary  
Department of Justice

e [jp@justice.tas.gov.au](mailto:jp@justice.tas.gov.au)  
w [www.justice.tas.gov.au](http://www.justice.tas.gov.au)  
GPO Box 825, Hobart TAS 7001

**From:** Louise Elliot [REDACTED]

**Sent:** Wednesday, 2 March 2022 9:35 AM

**To:** RTI <[RTI@justice.tas.gov.au](mailto:RTI@justice.tas.gov.au)>

**Cc:** Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>

**Subject:** RTI Application to Office of the Residential Tenancy Commissioner - unreasonable rent increases

Hi

Please find attached an RTI application. Can you please advise how payment of the fee can be made?

# TAX INVOICE

Louise Elliot

Invoice Date  
16 Jun 2022

Invoice Number  
INV-16336

ABN  
39 129 451 716

Font Public Relations Pty  
Ltd  
GPO Box 1048  
HOBART TAS 7001

Description	Quantity	Unit Price	GST	Amount AUD
Media Training - Individual Tailored Training (3 Hours) with Becher Townshend on 15th June 2022	1.00	1,995.45	10%	1,995.45
Subtotal				1,995.45
TOTAL GST 10%				199.55
TOTAL AUD				2,195.00

**Due Date: 30 Jun 2022**

Electronic Funds Transfer to:

Font Public Relations

BSB 087 007

Account 75465 7850

Please include invoice number, business or name as reference.

## PAYMENT ADVICE

To: Font Public Relations Pty Ltd  
GPO Box 1048  
HOBART TAS 7001

Customer Louise Elliot  
Invoice Number INV-16336  
Amount Due 2,195.00  
Due Date 30 Jun 2022  
Amount Enclosed

Enter the amount you are paying above

ABN: 39 129 451 716. Registered Office: GPO Box 1048, HOBART, TAS, 7001.



Homsure Pty Ltd (ABN 61 218 363 123)  
is a Corporate Authorised Representative (CAR number 1277590) of  
Armstrong's Insurance Brokers Pty Ltd  
AFSL No. 244408 ACN 084476237 ABN 90 533 581 271  
Address: 47 Cameron Street, Launceston, TAS, 7250  
Postal: PO Box 2153, Launceston, TAS, 7250  
Tel: 03 6331 5455 Email: homsure@armstrongs.net.au

## RENEWAL TAX INVOICE

Tasmanian Residential Rental Property Owners  
Inc.

Date: 19/08/2022

Invoice Number: 634585

Account Manager: Jodie Mansell (on behalf of  
Homsure)

Thank you for using our services to arrange this insurance cover. Brief details of cover arranged on your behalf are given below. You should refer to the policy documents issued by the insurer for complete policy terms and conditions.

Please read through the documentation and ensure all details are true and correct including covers required and sums insured. If any details are incorrect or require changes, please contact our office and we will amend the documentation/cover for you.

Please read carefully the important notices attached regarding your duty of disclosure. Do not hesitate to contact us with any questions you may have.

Type of Policy	Business Pack
Insured	Tasmanian Residential Rental Property Owners Inc.
Policy Description	Liability
Policy Number	183U823429BPK
Period of Insurance	08/09/2022 to 08/09/2023
Effective Date	08/09/2022
Insurer	QBE Insurance (Australia) Ltd

Premium	ESL	Underwriter Fee	Stamp Duty	Broker Fee	GST	Invoice Total
\$250.00	\$0.00	\$0.00	\$8.25	\$90.68	\$34.07	<b>\$ 383.00</b>

### Payment Options



Homsure Pty Ltd

**DEFT Reference Number**  
**40667826345850**

Pay by credit card or registered bank account at [www.deft.com.au](http://www.deft.com.au) or phone  
1300 78 11 45. Payments by credit card may attract a surcharge.



**Name:** Tasmanian Residential Rental  
Property Owners Inc.

**Client ID:** 9528

**Invoice No:** 634585



\*498 406678 26345850

Payments can be made at any Post Office by cheque or EFTPOS.



**Biller Code: 20362**  
**Ref: 40667826345850**

**Total Due:**

**\$ 383.00**

Contact your participating financial institution to make BPAY payments using the biller code and reference number as detailed above



**Homsure Pty Ltd (ABN 61 218 363 123)**  
is a **Corporate Authorised Representative (CAR number 1277590)** of  
Armstrong's Insurance Brokers Pty Ltd  
AFSL No. 244408 ACN 084476237 ABN 90 533 581 271  
**Address:** 47 Cameron Street, Launceston, TAS, 7250  
**Postal:** PO Box 2153, Launceston, TAS, 7250  
**Tel:** 03 6331 5455 **Email:** homsure@armstrongs.net.au

## RENEWAL TAX INVOICE

Tasmanian Residential Rental Property Owners  
Inc.

Date: 30/08/2022

Invoice Number: 636269

Account Manager: Jodie Mansell (on behalf of  
Homsure)

Thank you for using our services to arrange this insurance cover. Brief details of cover arranged on your behalf are given below. You should refer to the policy documents issued by the insurer for complete policy terms and conditions.

Please read through the documentation and ensure all details are true and correct including covers required and sums insured. If any details are incorrect or require changes, please contact our office and we will amend the documentation/cover for you.

Please read carefully the important notices attached regarding your duty of disclosure. Do not hesitate to contact us with any questions you may have.

Type of Policy	Association Liability
Insured	Tasmanian Residential Rental Property Owners Inc.
Policy Description	ASSOCIATION LIABILITY
Policy Number	AU00045629-000
Period of Insurance	17/09/2022 to 17/09/2023
Effective Date	17/09/2022
Insurer	DUAL AUSTRALIA
Underwritten By	LLOYD'S OF LONDON (agencies)

Premium	ESL	Underwriter Fee	Stamp Duty	Broker Fee	GST	Invoice Total
\$1,250.00	\$0.00	\$205.00	\$137.50	\$55.45	\$151.05	<b>\$1,799.00</b>

### Payment Options



**DEFT Reference Number**  
**40667826362699**

Pay by credit card or registered bank account at [www.deft.com.au](http://www.deft.com.au) or phone  
1300 78 11 45. Payments by credit card may attract a surcharge.



\*498 406678 26362699

Payments can be made at any Post Office by cheque or EFTPOS.



**Biller Code: 20362**  
**Ref: 40667826362699**

**Homsure Pty Ltd**

**Name:** Tasmanian Residential Rental  
Property Owners Inc.

**Client ID:** 9528

**Invoice No:** 636269

**Total Due:**

**\$1,799.00**

Contact your participating financial institution to make BPAY payments using the biller code and reference number as detailed above

Invoice No.	2185776
Customer No.	22860112
Invoice Date	20-JAN-22
Sales Order No.	2077513901
Sales Order Date	20-JAN-22
Purchase Order No.	
Job or Project Title	
Ordered By	
Client	TRRPO
Promotion	

<b>Bill To</b>
Louise Elliot
TRRPO
Australia

**Invoice To**

Louise Elliot

TRRPO

Australia

Sales Person	GETTYIMAGES
Getty Images ABN No.	ABN 30 119 471 671
Payment Terms	IMMEDIATE
Tracking Number	0
Shipping Method	
Date Shipped	
Ship To Contact	Louise Elliot
Due Date	20-JAN-22

"This order is subject to the license agreement and other terms and conditions agreed to when the order was placed. If you have any questions about the license terms, please contact your local Getty Images office and reference the website where the order was placed. Getty Images Sales Australia Pty Ltd  
Level 6, 182 Blues Point Road, McMahon's Point NSW 2060  
Sales 1800 500 141 ; Accounts 61 2 9004 2209"

Invoice reflects order placed on iStock.com

Line No.	Description	Ordered & Delivered	Unit Price	Extended Price	Tax Rate
1	SUBISTOCK1M50 iStock Essentials 50 – 1 Month (50 dl)	1	100.00	100.00	10%
	Resolution: Full				
	Duration: 1 Month				
	Start Date: 2022-01-20 15:59:58.000				
	End Date: 2022-02-20 15:59:58.000				
	Tax: AUGST		100.00@ 10%		
			10.00		
Sub Total					
100.00					
Tax					
10.00					
Total					
110.00					
Paid/Credited			0.00		
				AUD	
Total Due					110.00

**Remit To**  
Getty Images Sales Australia Pty Ltd  
Level 6, 182 Blues Point Road  
McMahon's Point NSW 2060  
Sales 1800 500 141  
Accounts 61 2 9004 2209  
Fax: 61-2-9004-2213/ 61-2- 9439- 0476  
ABN 30 119 471 671

Customer No. 22860112  
Invoice No. 2185776  
Invoice Date 20-JAN-22  
Sales Order No. 2077513901  
Sales Order Date 20-JAN-22  
Purchase Order No.

**Total Due AUD 110.00**

Due Date 20-JAN-22  
Payment Terms IMMEDIATE

**Bank Transfers To**  
Bank of America  
BSB: 232-001  
A/C#: 14650012

Please email remittances to  
financeaus@gettyimages.com

Pay by Credit Card  
<https://www.istockphoto.com/au/pay-invoice>



**Phone:**



10 Victoria Street  
Hobart TAS 7000  
GPO Box 408 Hobart 7001  
DX: 131 HOBART  
Ph: (03) 6235 9311  
Fax: (03) 6234 2670

## TAX INVOICE

ABN: 94 401 833 778

Mrs L Elliot  
Tasmanian Residential Rental Property Owners Inc  
[REDACTED]

DATE: 16/08/2022  
INVOICE NO: 085533  
OUR REF: 2202110

Re: Review of Rental Property Application Form

	NET	GST	GROSS
To our professional fees as per the attached schedule	\$1,534.00		
But Say	\$1,400.00	\$140.00	\$1,540.00
Office Costs as per the attached schedule	\$26.30	\$2.63	\$28.93
Disbursements as per the attached schedule	\$0.00	\$0.00	\$0.00
Anticipated Disbursements as per the attached schedule			\$0.00
Total this invoice		\$142.63	\$1,568.93
Less monies transferred from trust			\$0.00
Total owing (this invoice)			\$1,568.93
			Payable on or before: 30 Aug 2022
			E & OE

MURDOCH CLARKE

Per:

Mark Crosswell

### PAYMENT TERMS ARE STRICTLY 14 DAYS

In respect of overdue accounts legal proceedings may be commenced for recovery, and Murdoch Clarke reserves the right to charge interest thereon in accordance with the Legal Profession Act 2007 at the maximum rate of interest as is from time to time permitted to be charged under that Act.

Legal Profession Act 2007 - Form of Notification of Client's Rights

Your rights in relation to legal costs: The following avenues are available to you if you are not happy with this account: Requesting an itemised account; discussing your concerns with us; having our costs assessed; applying to set aside our costs agreement. There may be other avenues available in your State or Territory (such as mediation). For more information about your rights, please read the fact sheet titled Your right to challenge legal costs. You can ask us for a copy, or obtain it from your local law society or law institute (or download it from their website).

Please remit this section with your cheque to: Murdoch Clarke  
GPO BOX 408  
Hobart TAS 7001

Or Direct Deposits can be made to: Bank: Westpac  
BSB: 037 001  
Account No: 650565  
Payment Reference: 2202110

FILE NUMBER: 2202110  
INVOICE NO: 085533  
AMOUNT: \$1,568.93

# PAGE SEAGER

LAWYERS

Level 2, 179 Murray St  
Hobart Tasmania 7000  
GPO Box 1106  
Hobart Tasmania 7001  
Page Seager Pty Ltd  
ABN 68 620 698 286

T 03 6235 5155  
F 03 6231 0352  
enquiry@pageseager.com.au  
www.pageseager.com.au

Tasmanian Residential Rental Property  
Owners Association Inc.

DATE: 30 November 2022  
INVOICE NO: 292750  
ACCOUNT REF: 221884  
TERMS: 14 Days

## TAX INVOICE

ABN: 68 620 698 286

### Review of Property Owners FAQ

	NET	GST	GROSS
To our professional fees as per the attached schedule	\$2,600.00	\$260.00	\$2,860.00
Office Costs as per the attached schedule	\$0.00	\$0.00	\$0.00
Disbursements as per the attached schedule	\$0.00	\$0.00	\$0.00
<b>Total this invoice</b>		<b>\$260.00</b>	<b>\$2,860.00</b>

Less monies transferred from trust  
(Funds remaining in trust \$0.00)

\$0.00

**Amount Due \$2,860.00**

With Compliments  
**PAGE SEAGER**

### Your rights in relation to legal costs

Pursuant to the Legal Profession Act 2007:  
If this account is not already itemised it may be itemised at your request pursuant to Section 316. A client who wishes to dispute a bill of costs may (a) apply for a costs assessment pursuant to Part 3.3 Division 7 within 60 days after the account or request for payment was given; (b) apply to have set aside any costs agreement that may have been entered into pursuant to Section 312; or (c) make a complaint pursuant to Chapter 4.

### TAKE NOTICE THAT:

Pursuant to Section 305 of the Legal Profession Act 2007, interest may be charged at the rate prescribed by the Legal Profession Regulations 2018 on any amount not paid within 30 days of service of this account.



Please remit this section with your cheque to GPO Box 1106, Hobart, TAS, 7001 Amount Due: **\$2,860.00**  
Or Direct Deposits can be made to BSB: 017 010 Account No: 3158 66642 please quote file number: **221884**  
Please send remittance advices to: accounts@pageseager.com.au



Bill Code: 387191  
Ref: 2218840

Telephone & Internet Banking – BPAY®  
Conveniently pay your financial institution to make this payment  
from your cheque, savings, debit or transaction account. More  
info: www.bpay.com.au

# Invoice FI98818251894

Original

**fiverr.**

**To**

louiseelliot  
Australia

**Date issued**

Apr 14, 2022

**Order number**

FO295BE1B842

Service	Quantity	Unit price (AUD)	Total (AUD)
Voice Over	1	239.56	239.56
Service Fee	1	13.18	13.18
Subtotal			252.74
GST (10%)			25.27
Total (AUD)			278.01

Method	Date	Total (AUD)
Paid with Card	Apr 14, 2022	278.01

Purchased on Fiverr.com through Fiverr Limited

Have an invoice or billing question? [Contact us](#)

**Fiverr International Ltd.**

It Starts Here.

8 Eliezer Kaplan St., Tel Aviv, Israel 6473409

Company no: 514440874; Withheld tax file: 917369274; VAT ID Consol. Busn no: 558327284

Electronic Document

Page 1 of 1

# Invoice FI96618062557

Original

**fiverr.**

**To**

louiseelliot  
Australia

**Date issued**

Apr 11, 2022

**Order number**

FO295BE1B842

Service	Quantity	Unit price (AUD)	Total (AUD)
Voice Over	1	70.35	70.35
Service Fee	1	3.87	3.87
Subtotal			74.22
GST (10%)			7.42
Total (AUD)			81.64

Method	Date	Total (AUD)
Paid with Card	Apr 11, 2022	81.64

Purchased on Fiverr.com through Fiverr Limited

Have an invoice or billing question? [Contact us](#)

**Fiverr International Ltd.**

It Starts Here.

8 Eliezer Kaplan St., Tel Aviv, Israel 6473409

Company no: 514440874; Withheld tax file: 917369274; VAT ID Consol. Busn no: 558327284

Electronic Document

Page 1 of 1

# Invoice FI71318199047

Original

**fiverr.**

**To**

louise Elliot  
Australia

**Date issued**

Apr 13, 2022

**Order number**

FO295BE1B842

Service	Quantity	Unit price (AUD)	Total (AUD)
Voice Over	1	422.77	422.77
Service Fee	1	23.25	23.25
Subtotal			446.02
GST (10%)			44.60
Total (AUD)			490.62

Method	Date	Total (AUD)
Paid with Card	Apr 13, 2022	490.62

Purchased on Fiverr.com through Fiverr Limited

Have an invoice or billing question? [Contact us](#)

**Fiverr International Ltd.**

It Starts Here.

8 Eliezer Kaplan St., Tel Aviv, Israel 6473409

Company no: 514440874; Withheld tax file: 917369274; VAT ID Consol. Busn no: 558327284

Electronic Document

Page 1 of 1

# Invoice FI66317787442

Original

**fiverr.**

**To**

louiseelliot  
Australia

**Date issued**

Apr 6, 2022

**Order number**

FO81C066C14C4

Service	Quantity	Unit price (AUD)	Total (AUD)
Voice Over	1	511.12	511.12
Service Fee	1	28.11	28.11
Subtotal			539.23
GST (10%)			53.92
Total (AUD)			593.15

Method	Date	Total (AUD)
Paid with Card	Apr 6, 2022	593.15

Purchased on Fiverr.com through Fiverr Limited

Have an invoice or billing question? [Contact us](#)

**Fiverr International Ltd.**

It Starts Here.

8 Eliezer Kaplan St., Tel Aviv, Israel 6473409

Company no: 514440874; Withheld tax file: 917369274; VAT ID Consol. Busn no: 558327284

Electronic Document

Page 1 of 1

# Invoice FI57718137149

Original

**fiverr.**

**To**

louiselliot  
Australia

**Date issued**

Apr 12, 2022

**Order number**

FO295BE1B842

Service	Quantity	Unit price (AUD)	Total (AUD)
Voice Over	1	424.03	424.03
Service Fee	1	23.32	23.32
Subtotal			447.35
GST (10%)			44.73
Total (AUD)			492.08

Method	Date	Total (AUD)
Paid with Card	Apr 12, 2022	492.08

Purchased on Fiverr.com through Fiverr Limited

Have an invoice or billing question? [Contact us](#)

**Fiverr International Ltd.**

It Starts Here.

8 Eliezer Kaplan St., Tel Aviv, Israel 6473409

Company no: 514440874; Withheld tax file: 917369274; VAT ID Consol. Busn no: 558327284

Electronic Document

Page 1 of 1





10 Victoria Street  
Hobart TAS 7000  
GPO Box 408 Hobart 7001  
DX: 131 HOBART  
Ph: (03) 6235 9311  
Fax: (03) 6234 2670

## TAX INVOICE

ABN: 94 401 833 778

Mrs L Elliot  
Tasmanian Residential Rental Property Owners Inc  
[REDACTED]

DATE: 01/04/2022  
INVOICE NO: 082605  
OUR REF: 2103456

### Re: Template Lease Agreement & Document Review

	NET	GST	GROSS
To our professional fees as per the attached schedule	\$1,311.00		
But Say	\$1,000.00	\$100.00	\$1,100.00
Office Costs as per the attached schedule	\$0.00	\$0.00	\$0.00
Disbursements as per the attached schedule	\$0.00	\$0.00	\$0.00
Anticipated Disbursements as per the attached schedule			\$0.00
<b>Total this invoice</b>		<b>\$100.00</b>	<b>\$1,100.00</b>
Less monies transferred from trust			\$0.00
<b>Total owing (this invoice)</b>			<b>\$1,100.00</b>

Payable on or before: 15 Apr 2022  
E & OE

MURDOCH CLARKE

Per:

Mark Crosswell

### PAYMENT TERMS ARE STRICTLY 14 DAYS

In respect of overdue accounts legal proceedings may be commenced for recovery, and Murdoch Clarke reserves the right to charge interest thereon in accordance with the Legal Profession Act 2007 at the maximum rate of interest as is from time to time permitted to be charged under that Act.

Legal Profession Act 2007 - Form of Notification of Client's Rights

Your rights in relation to legal costs: The following avenues are available to you if you are not happy with this account: Requesting an itemised account; discussing your concerns with us; having our costs assessed; applying to set aside our costs agreement. There may be other avenues available in your State or Territory (such as mediation). For more information about your rights, please read the fact sheet titled Your right to challenge legal costs. You can ask us for a copy, or obtain it from your local law society or law institute (or download it from their website).

Please remit this section with your cheque to: Murdoch Clarke  
GPO BOX 408  
Hobart TAS 7001

Or Direct Deposits can be made to: Bank: Westpac  
BSB: 037 001  
Account No: 650565  
Payment Reference: 2103456

Grant Response | 117

Remittance Advices can be emailed to [mccd@murdochclarke.com.au](mailto:mccd@murdochclarke.com.au) or faxed to (03) 6234 2670

FILE NUMBER: 2103456  
INVOICE NO: 082605  
AMOUNT: \$1,100.00



10 Victoria Street  
Hobart TAS 7000  
GPO Box 408 Hobart 7001  
DX: 131 HOBART  
Ph: (03) 6235 9311  
Fax: (03) 6234 2670

## TAX INVOICE

ABN: 94 401 833 778

Mrs L Elliot  
Tasmanian Residential Rental Property Owners Inc  
[REDACTED]

DATE: 07/03/2022  
INVOICE NO: 082056  
OUR REF: 2103456

Re: Template Lease Agreement & Document Review

	NET	GST	GROSS
To our professional fees as per the attached schedule	\$3,276.00		
But Say	\$2,500.00	\$250.00	\$2,750.00
Office Costs as per the attached schedule	\$46.30	\$4.63	\$50.93
Disbursements as per the attached schedule	\$0.00	\$0.00	\$0.00
Anticipated Disbursements as per the attached schedule			\$0.00
Total this invoice		\$254.63	\$2,800.93
Less monies transferred from trust			\$0.00
Total owing (this invoice)			\$2,800.93

Payable on or before: 21 Mar 2022  
E & OE

MURDOCH CLARKE

Per:

Mark Crosswell

### PAYMENT TERMS ARE STRICTLY 14 DAYS

In respect of overdue accounts legal proceedings may be commenced for recovery, and Murdoch Clarke reserves the right to charge interest thereon in accordance with the Legal Profession Act 2007 at the maximum rate of interest as is from time to time permitted to be charged under that Act.

Legal Profession Act 2007 - Form of Notification of Client's Rights

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Please remit this section with your cheque to: Murdoch Clarke  
GPO BOX 408  
Hobart TAS 7001

Or Direct Deposits can be made to: Bank: Westpac  
BSB: 037 001  
Account No: 650565  
Payment Reference: 2103456

FILE NUMBER: 2103456  
INVOICE NO: 082056  
AMOUNT: \$2,800.93



10 Victoria Street  
Hobart TAS 7000  
GPO Box 408 Hobart 7001  
DX: 131 HOBART  
Ph: (03) 6235 9311  
Fax: (03) 6234 2670

## TAX INVOICE

ABN: 94 401 833 778

Mrs L Elliot  
Tasmanian Residential Rental Property Owners Inc

DATE: 16/02/2022  
INVOICE NO: 081572  
OUR REF: 2103455

Re: General Advice

To our professional costs of and incidental to acting on your behalf in relation to the the provision of advice concerning the application of the Public Health Order relating to the isolation of persons having COVID-19 or being a close contract of such person and the impact on Notices requiring the expiring of a Lease and including all correspondence and attendances in connection therewith, in accordance with the schedule annexed \$320.00+GST but say to you: \$250.00+GST

	NET	GST	GROSS
Professional fees exceeding, but say to you	\$250.00	\$25.00	\$275.00
Office Costs as per the attached schedule	\$21.30	\$2.13	\$23.43
Disbursements as per the attached schedule	\$0.00	\$0.00	\$0.00
Anticipated Disbursements as per the attached schedule			\$0.00
Total this invoice		\$27.13	\$298.43
Less monies transferred from trust			\$0.00
Total owing (this invoice)			\$298.43

MURDOCH CLARKE

Per:

Mark Crosswell

Payable on or before: 02 Mar 2022  
E & OE

### PAYMENT TERMS ARE STRICTLY 14 DAYS

In respect of overdue accounts legal proceedings may be commenced for recovery, and Murdoch Clarke reserves the right to charge interest thereon in accordance with the Legal Profession Act 2007 at the maximum rate of interest as is from time to time permitted to be charged under that Act.

Legal Profession Act 2007 - Form of Notification of Client's Rights

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Please remit this section with your cheque to: Murdoch Clarke  
GPO BOX 408  
Hobart TAS 7001

FILE NUMBER: 2103455  
INVOICE NO: 081572  
AMOUNT: \$298.43

Or Direct Deposits can be made to: Bank: Westpac  
BSB: 037 001  
Account No: 650565  
Payment Reference: 2103455

Grant Response | 119

Remittance Advices can be emailed to [mccd@murdochclarke.com.au](mailto:mccd@murdochclarke.com.au) or faxed to (03) 6234 2670

<https://docs.google.com/spreadsheets/d/1Jyi09revIX9Tzf9kQQORjoI2-VINB8a/edit#gid=1687867893>



Wix.com LTD  
40 Namal Tel Aviv, 6350671  
Israel  
ABN ID: 300009034519

**Issued to:**

Louise Elliot

Tasmania Australia  
Elliot Consulting

**Invoice #1054585523 | May 8, 2023 | Paid**

Description	Site	Billing Period	Quantity	Amount
Premium plan Business Unlimited	Tas Landlords	2 Year May 8, 2023 - May 8, 2025	1	US\$624.00

**Payment Method: Visa \*\*\*\*1233**

Credit from previous purchase	-US\$113.60
Subtotal	US\$510.40
GST (10%)	US\$51.04


**Total**

**US\$561.44**

\$839.47  
AUD

Feel free to contact us:

 [wix.com/support](https://wix.com/support)

 1-415-639-9034

 [wix.com/contact](https://wix.com/contact)

# MicroWay®

PO Box 84 (1/16 Tarnard Drive)  
Braeside, VIC 3195

Invoice No.: 00121322  
Date: 10/05/2023  
Your Ref: SW151122-LE1  
Terms: Prepaid  
Currency: AUD

## TAX INVOICE

**PAID**

### Bill To Address:

Louise Elliot

Australia

### Delivery Address:

Louise Elliot

Australia

QUANTITY	ITEM CODE	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	ARTC361R	Articulate 360 Personal Annual Subscription - RENEWAL ESD sent to [REDACTED] 10/5/23	\$1,750.20	\$1,750.20

Salesperson: Simon Paul Wood

PAYMENT TERMS: PAID VISA CARD 74244

Subtotal: \$1,591.09

Freight \$0.00

GST: \$159.11

Total: \$1,750.20

Paid today: \$1,750.20

Balance: \$0.00

## How to Pay



### by Credit Card

Please call us on 1300 553 313  
and quote the below Payment  
Reference

Payment Reference: 00121322



### by EFT

National Australia Bank  
Moorabbin Airport Branch  
BSB: 083-923  
Account Number: 65413-1536  
SWIFT Code: NATAAU3303M

Reference: 00121322

Please email REMITTANCE ADVICE to  
accounts22@microway.com.au

## OFFICE LOCATIONS

Melbourne (Head Office)  
PO Box 84  
Braeside VIC 3195  
Tel: 1300 553 313  
Fax: 1300 132 709

Sydney  
PO Box 1733  
Crows Nest NSW 1585  
Tel: 1300 553 313  
Fax: 1300 132 709

New Zealand (Auckland)  
PO Box 912026  
Auckland Mail Service Centre  
Auckland 1142  
Toll Free: 0800 450 168

A.B.N. 56 129 024 825 The Trustee for the David Looke Family Trust trading as MicroWay



## Tax Invoice

**Invoice Date**

April 14, 2023

**Invoice no.**

03754-37355350

**To**


Louise Elliot

**Billing Address**

Tasmanian Residential Rental Property Owners  
Association

BAEHt-sGvqg

**Subscriptions**

 **Canva Pro**  
iAFgB4TxkeA  
April 14, 2023

A\$17.99

**Total**

Includes tax

Total charged

Paid with PayPal

Your payment may be processed internationally. Additional bank fees may apply.

A\$17.99

A\$1.64

A\$17.99

Please retain for your records.

Canva Pty. Ltd. ABN 80 158 929 938, VAT EU372042198

110 Kippax St. Surry Hills NSW 2010 Australia

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17.99 x 24  
months

=  
\$

1/7/2021 -  
30/6/2023  
\$431.36



## Tax Invoice

**Invoice Date**

July 14, 2021

**Invoice no.**

03115-29883246

**To**


Louise Elliot

**Billing Address**

Tasmanian Residential Rental Property Owners  
Association

BAEHT-sGvqg

**Subscriptions**

 **Canva Pro**  
iAEkH3K\_Uvg  
July 14, 2021

**A\$17.99**

**Total**

Includes tax

Total charged

Paid with PayPal

Your payment may be processed internationally. Additional bank fees may apply.

~~A\$17.99~~

A\$1.64

**A\$17.99**











Please retain for your records.

Canva Pty. Ltd. ABN 80 158 929 938, VAT EU372042198












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Description	Billed To	Created On	Status	Total	Actions
 Subscription purchase 03124 3755330	Louise Elliot [REDACTED]	April 14, 2023	PAID	A\$17.99	<a href="#">View invoice</a> ***
 Subscription purchase 03123 3724085	Louise Elliot [REDACTED]	March 14, 2023	PAID	A\$17.99	<a href="#">View invoice</a> ***
 Subscription purchase 03693 2410649	Louise Elliot [REDACTED]	February 14, 2023	PAID	A\$17.99	<a href="#">View invoice</a> ***
 Subscription purchase 03604 30240580	Louise Elliot [REDACTED]	January 14, 2023	PAID	A\$17.99	<a href="#">View invoice</a> ***
 Subscription purchase 03633 34239970	Louise Elliot [REDACTED]	December 14, 2022	PAID	A\$17.99	<a href="#">View invoice</a> ***
 Subscription purchase 03602 21944390	Louise Elliot [REDACTED]	November 14, 2022	PAID	A\$17.99	<a href="#">View invoice</a> ***
 Subscription purchase 03672 27090893	Louise Elliot [REDACTED]	October 14, 2022	PAID	A\$17.99	<a href="#">View invoice</a> ***
 Subscription purchase 03642 31131400	Louise Elliot [REDACTED]	September 14, 2022	PAID	A\$17.99	<a href="#">View invoice</a> ***
 Subscription purchase 03631 29510642	Louise Elliot [REDACTED]	August 14, 2022	PAID	A\$17.99	<a href="#">View invoice</a> ***
 Subscription purchase 03480 26 04645	Louise Elliot [REDACTED]	July 14, 2022	PAID	A\$17.99	<a href="#">View invoice</a> ***

light Business Education Plans and pricing Learn

 Subscription purchase 03419 22966033	Louise Elliot [REDACTED]	May 14, 2022	PAID	A\$17.99	<a href="#">View invoice</a> ***
 Subscription purchase 03689 41890302	Louise Elliot [REDACTED]	April 14, 2022	PAID	A\$17.99	<a href="#">View invoice</a> ***
 Subscription purchase 03658 27105729	Louise Elliot [REDACTED]	March 14, 2022	PAID	A\$17.99	<a href="#">View invoice</a> ***
 Subscription purchase 03590 27038400	Louise Elliot [REDACTED]	February 14, 2022	PAID	A\$17.99	<a href="#">View invoice</a> ***
 Subscription purchase 03699 40410160	Louise Elliot [REDACTED]	January 14, 2022	PAID	A\$17.99	<a href="#">View invoice</a> ***
 Subscription purchase 03698 30494902	Louise Elliot [REDACTED]	December 14, 2021	PAID	A\$17.99	<a href="#">View invoice</a> ***
 Subscription purchase 03638 20671410	Louise Elliot [REDACTED]	November 14, 2021	PAID	A\$17.99	<a href="#">View invoice</a> ***
 Subscription purchase 03207 27807977	Louise Elliot [REDACTED]	October 14, 2021	PAID	A\$17.99	<a href="#">View invoice</a> ***
 Subscription purchase 03177 3348 978	Louise Elliot [REDACTED]	September 14, 2021	PAID	A\$17.99	<a href="#">View invoice</a> ***
 Subscription purchase 03146 27970602	Louise Elliot [REDACTED]	August 14, 2021	PAID	A\$17.99	<a href="#">View invoice</a> ***
 Subscription purchase 03115 29683240	Louise Elliot [REDACTED]	July 14, 2021	PAID	A\$17.99	<a href="#">View invoice</a> ***

Canva  
graphic  
design



Wix.com LTD  
40 Namal Tel Aviv, 6350671  
Israel  
ABN ID: 300009034519

Issued to:  
Louise Elliot

Tasmania Australia  
TRROP

**Invoice #1011171877   Aug 17, 2022   Paid**

Description	Site	Billing Period	Quantity	Amount
Domain	Tas Landlords	2 Year	1	US\$47.70
tasmanianrentalowners.com		Sep 15, 2022 - Sep 15, 2024		

Payment Method: Mastercard \*\*\*\*8065

Subtotal	US\$47.70
GST (10%)	US\$4.77

<b>Total</b>	<b>US\$52.47</b>
--------------	------------------

\$ 17.32  
AID

Feel free to contact us:



wix.com/support



1-415-639-9034



wix.com/contact



Wix.com LTD  
40 Namal Tel Aviv, 6350671  
Israel  
ABN ID: 300009034519

**Issued to:**

Louise Elliot

Tasmania Australia  
TRROP

**Invoice #1013951999   Sep 3, 2022   Paid**

Description	Site	Billing Period	Quantity	Amount
Premium Plan Business Basic	Tas Landlords	Yearly Sep 17, 2022 - Sep 17, 2023	1	US\$324.00

**Payment Method: Mastercard \*\*\*\*8065**


Subtotal	US\$324.00
GST (10%)	US\$32.40

**Total                      US\$356.40**

*\$542.07  
AUD  
two years*

Feel free to contact us:

 [wix.com/support](https://wix.com/support)

 1-415-639-9034

 [wix.com/contact](mailto:wix.com/contact)

Elliot Consulting  
**Louise Elliot**

P: [REDACTED]  
E: [REDACTED]

## TAX INVOICE

Invoice Number: 47  
Invoice Date: 1 May 2023

ABN: 66 746 763 346  
Elliot Consulting

**Attention:** Bradley Goldsmith and Colin Appleby, Tasmanian Residential Rental  
Property Owners Association

Description	Total
Delivery of 90 minute information sessions for prospective and current members. Schedule includes 11 in person sessions statewide, 3 online sessions in April, May and June 2023.  Includes travel and costs association with travel to the North, North West and East Coast regions from Hobart.  1.5 hours x 11 sessions @\$75 per hour = \$1237.50 1 hour x 3 online sessions @\$75 per hour = \$225 10 hours travel @\$50 per hour including vehicle use and fuel = \$500	\$1962.50
GST not applicable	
Total amount payable	\$1962.50

**Payment terms 14 days**  
Payments made by electronic funds transfer to:

Louise M Elliot  
Westpac  
BSB: 737 001  
Account: 689344




## Event

- APR  
14



**Rental Owners Information Session - Sorell**  
 Sorell Library  
 Friday, 14 April 2023 at 10:30 AM AEST
- MAY  
4



**Rental Owners Information Session - Rosny**  
 Rosny Library  
 Thursday, 4 May 2023 at 10:30 AM AEST
- MAY  
4



**Rental Owners Information Session - Kingston**  
 B Block is located at 8 Hutchins St, directly behind the Kingborough Council and opposite the Big W com  
 plex and. Kingston Library. It is operated by Libraries Tasmania.  
 Thursday, 4 May 2023 at 12:30 PM AEST
- MAY  
5



**Rental Owners Information Session - Glenorchy**  
 Glenorchy Library - Meeting Room  
 Friday, 5 May 2023 at 10:30 AM AEST
- MAY  
5



**Rental Owners Information Session - New Norfolk**  
 New Norfolk Library - Meeting Room  
 Friday, 5 May 2023 at 1:30 PM AEST
- MAY  
11











**Rental Owners Information Session - Hobart CBD**  
 RACV Hobart Hotel - The Stables meeting rooms  
 Thursday, 11 May 2023 at 12:00 PM AEST
- MAY  
17



**Rental Owners Information Session - Online - ZOOM**  
 Online event  
 Wednesday, 17 May 2023 at 10:00 AM AEST



MAY 18	 <small>see information link to rental property info</small>	<b>Rental Owners Information Session - Swansea</b> Location to be confirmed - inner Swansea, Tasmania Thursday, 18 May 2023 at 10:30 AM AEST
MAY 18	 <small>see information link to rental property info</small>	<b>Rental Owners Information Session - St Helens</b> Bayside Hotel St Helens Thursday, 18 May 2023 at 2:00 PM AEST
MAY 25	 <small>see information link to rental property info</small>	<b>Rental Owners Information Session - Burnie</b> Burnie Library - Platypus Meeting Room Thursday, 25 May 2023 at 1:00 PM AEST
MAY 26	 <small>see information link to rental property info</small>	<b>Rental Owners Information Session - Devonport</b> Devonport Library - Melrose Meeting Room Friday, 26 May 2023 at 10:30 AM AEST
MAY 26	 <small>see information link to rental property info</small>	<b>Rental Owners Information Session - Launceston</b> Launceston Library Friday, 26 May 2023 at 1:30 PM AEST
JUN 1	 <small>see information link to rental property info</small>	<b>Rental Owners Information Session - Online - ZOOM</b> Online event Thursday, 1 June 2023 at 6:00 PM AEST
JUN 9	 <small>see information link to rental property info</small>	<b>Rental Owners Information Session - Online - ZOOM</b> Online event Friday, 9 June 2023 at 12:00 PM AEST

 CSV Export

Elliot Consulting  
**Louise Elliot**

P: [REDACTED]  
E: [REDACTED]

## TAX INVOICE

**Invoice Number:** 46  
**Invoice Date:** 1 April 2023

ABN: 66 746 763 346  
Elliot Consulting

**Attention:** Bradley Goldsmith and Colin Appleby, Tasmanian Residential Rental  
Property Owners Association

Description	Total
Research copywriting and development of two elearning modules using Articulate Storyline  Introduction to Rental Ownership – 13 hours  Managing Your Rental Property – 29 hours  @\$105 per hour	\$4410
GST not applicable	
Total amount payable	<b>\$4410</b>

**Payment terms 14 days**

Payments made by electronic funds transfer to:

Louise M Elliot  
Westpac  
BSB: 737 001  
Account: 689344

Tasmanian Residential Rental Property Owners Association (TRPPO)

Department of Justice  
Office of the Secretary  
Level 1, 85 Collins St  
Hobart TAS 7000

Monday August 28 2023

Dear Mr Smith,

Thank you for your letter dated August 16, 2023.

As it contains quite a lot of questions, we will respond to each in turn here to keep it brief and easy to follow.

We will show an excerpt of your letter and then our response underneath.

I note your request for an extension of the term of the Grant Deed to 30 June 2024. I wish to advise that I have approved an extension of the term of your Deed to 30 September 2023, a period of three months. I am advised by the Acting Executive Director of Consumer, Building and Occupational Services (CBOS) that additional information is required regarding expenditure to date and this extension period will allow sufficient time to seek and make an assessment of that information and consider whether the term of the Deed will be extended beyond 30 September 2023 in order for the TRRPO to fulfil the *Approved Purpose* obligations under the Deed.

Thank you for the extension. Please note we have not spent any further grant funds from the end of the Deed term to time of writing.

The audit conducted by CBOS confirms that \$35,417 has been expended by the TRRPO at the time the report was provided to CBOS on 16 May 2023. I note there were minor discrepancies between some costs outlined in the TRRPO report and actual invoices where payments related to conversion of United States (US) dollars to Australian dollars. The aggregate dollar amount of those discrepancies is minor and not of concern.

The \$35,417 is both expenditure and committed funds not yet spent. We agree with the figure but not that it is all expenditure; as noted in our original response.

The reports of USD provided reconcile accurately against the AUD funds in the bank account.

A number of issues have been identified which I require further information on, in order to determine whether the expenditure is in line with the *Approved Purpose* of the Deed, specifically;

- An amount of \$2,783 is unaccounted for through the provision of receipts, invoices or other type of documentation provided by the TRRPO in the report of 16 May 2023.

We have taken the time to re-reconcile the association bank account, invoices and our previous report to the department.



For the avoidance of doubt and to assist your auditor, we have attached our worksheet at the end of this document along with all grant debits from the bank account which shows all grant funds fully counted for.

We do not know how the department came to this figure of \$2,783. We request that you provide us more information to assist us with your inquiry should this remain unresolved in your view after looking at our worksheet and the table provided in the previous response of the 16th of May.

- Further information relating to Grant funds paid to 'Elliot Consulting' is required. The breakdown of the two invoices paid to Elliot Consulting is as follows:
  - \$4,410 for research, copywriting and development of e-learning modules. These costs are for a total of 42 hours charged at \$105 per hour.

There are two comprehensive, interactive e-learning modules with 30 minutes and 1 hour of content respectively.

Indicative quotes were obtained from other providers where 10 minute modules were to be upwards of \$6,000 each where the association would still have to produce the actual content copy and educational material. The committee did not feel this was an affordable or practical way to meet its commitment to the first grant term of producing an education program.

The association takes the view that members creating tangible intellectual property in a commercial manner should be paid just like any other external provider; particularly where no other competitive option can be practically sourced. Management, organisational activities and administration remain wholly within the scope of volunteering.

The work product produced, which has been provided to the department in full, shows the result of the Elliot Consulting expenditure. The association did not require Elliot Consulting to provide detailed "by-the-minute" reporting of activities as the work product being produced was satisfactory and to an acceptable commercial standard.

The association also was cognisant of the extra probity required when a committee member received grant funds as payment. As such, we required two approvals rather than just one. In these cases both the treasurer and the secretary approved the expenditure.

Elliot Consulting has provided more information as follows:

### **Further information – Development of Elearning modules – Elliot Consulting**

From the outset, it was clear that there was the need to ensure that rental owners had at least a basic understanding of the legal obligations that apply to residential tenancies, especially for owners who manage their properties themselves. It was identified through discussion with association members that an efficient way to make this education available was through elearning modules.

In late 2021, President Louise Elliot contacted multiple elearning providers and sought quotes for the development of two modules. The prices that came back were very high compared to what the Association was able to fund and were not thought to be good value. Prices ranged from \$7,000 for one ten minute module through to over \$35,000 and higher. These prices were with the Association providing the content for the modules.

In considering these quotes, the President suggested that she could develop the content for the modules, and prepare the modules for significantly less, therefore delivering much better value for money and the added bonus of the Association 'owning' the modules and having immediate access to make updates as legislation changes.

As a result, Louise Elliot developed the content, created the elearning modules in Articulate Storyline, and used Google Cloud to host the eLearning modules on the Association's website. The modules Louise Elliot created are comprehensive – one 30 minute module and one 60 minute module. It is fair to say that to have these prepared externally would have cost easily upwards of \$25,000 or much higher, and that is with the Association still needing to prepare the content. This was a large piece of work that took many hours and expertise. Louise Elliot's voluntary work for the Association is extensive and ongoing but it was viewed appropriate that Louise be paid for her indepth work on the development of these modules. The cost of \$4410 for what has been prepared and the Association's 'ownership' of the files represents excellent value to the Association, rental owners and use of grant funding.

Screen shots of the elearning modules that have been built and hosted by the Association are provided and copies of correspondence relating to external quotes and approvals.

## Storyline 360

- New Project
- Record Screen
- Import ▾

### Recent



Intro\_Rental\_Ownership



Managing\_Your\_Rental\_Property

Browse for more...



## Welcome to Storyline 360

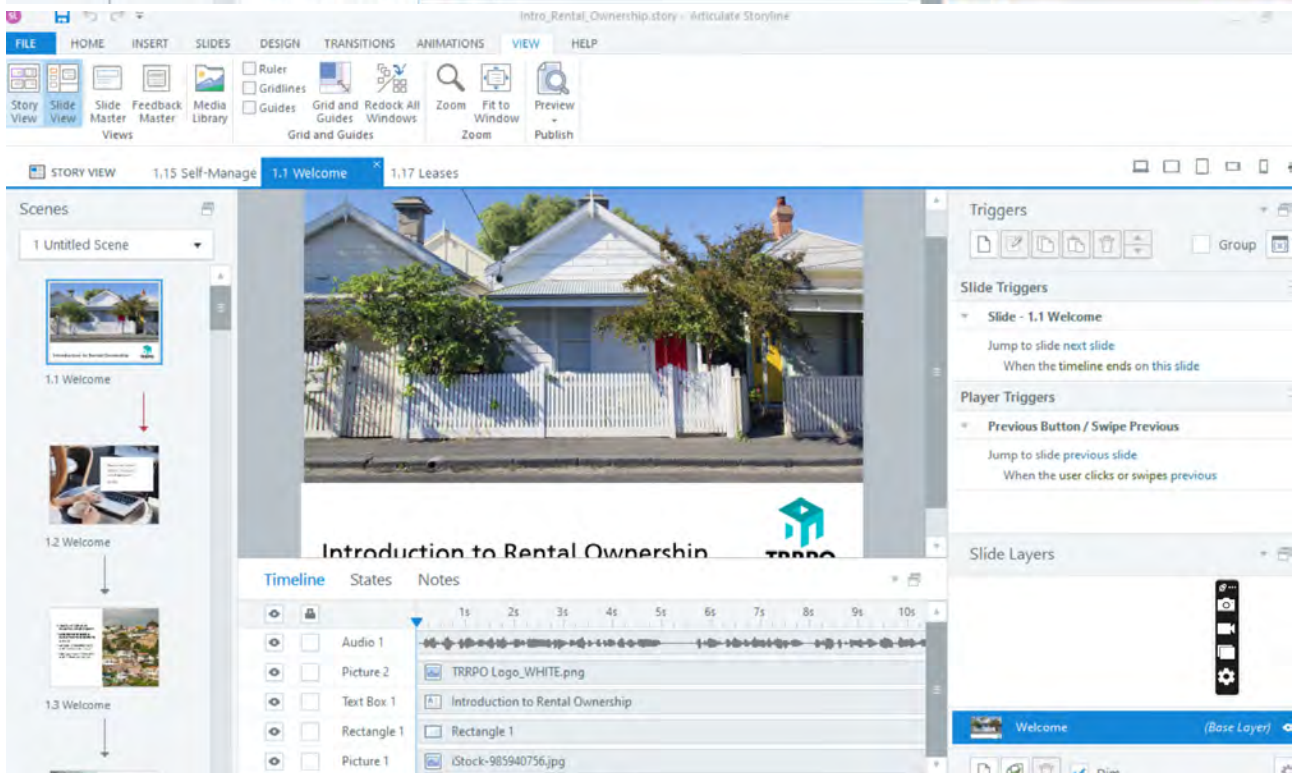
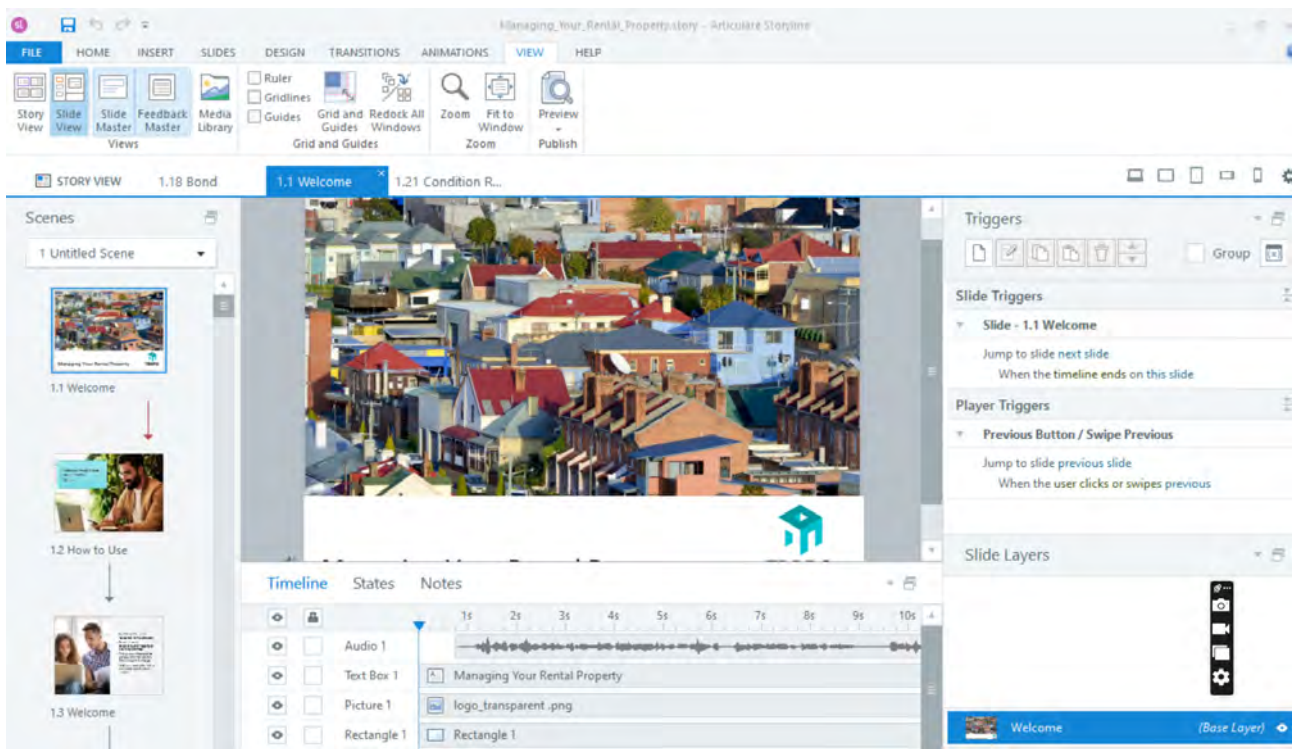
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- Bring concepts to life with custom interactions that keep learners engaged
- Build courses faster with in-app access to millions of royalty-free design and multimedia assets

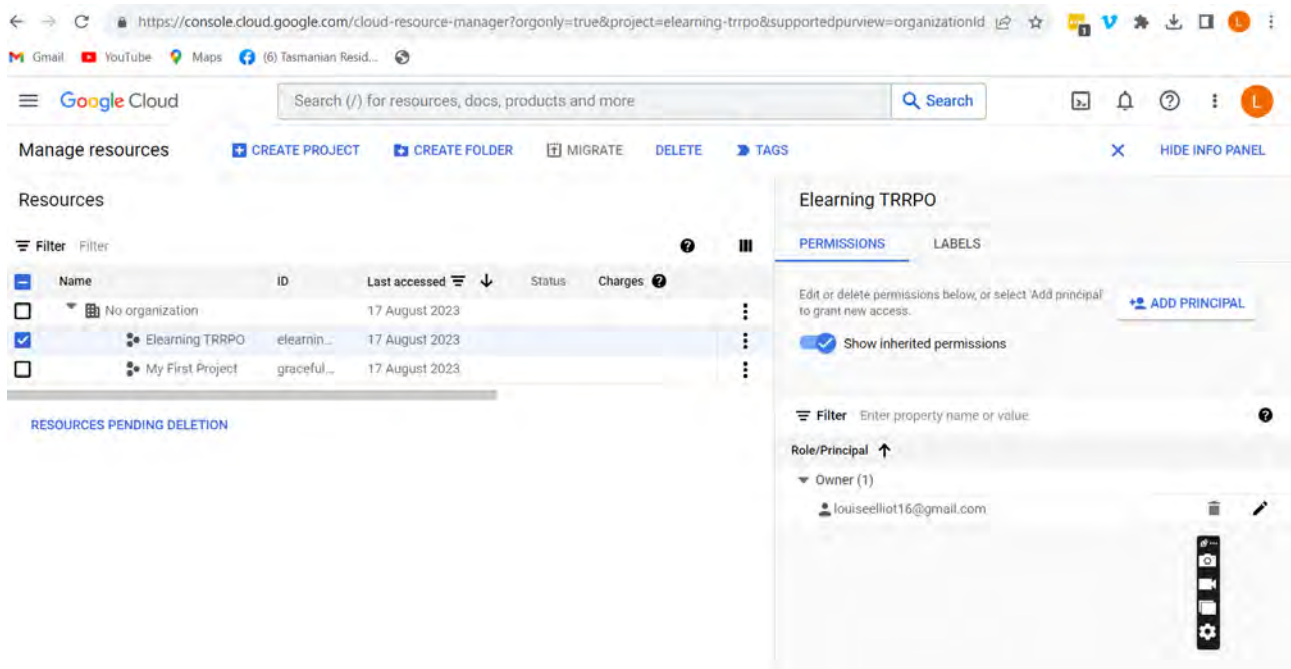
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Join the [E-Learning Heroes community](#) for weekly challenges, examples, and enlightening discussions with other Articulate 360 course creators.

articulate | [Product Support](#) | [Discussion Forums](#)







- \$1,962.50 to deliver 14 x 90 minute information sessions for prospective and current members. The schedule includes eleven in-person sessions state-wide and three online sessions in April, May and June 2023. In addition, the costs associated with travel to the North, North West and East Coast regions from Hobart are included. Each information session is charged at \$75 per hour. Travel time was charged at 10 hours at \$50 per hour. Noting that some of these sessions had not yet been delivered at the time the invoice was paid on 1 May 2023.

The association is unsure of the department's question/statement here. \$75 to present for an hour we feel is not unreasonable as it includes preparation and question time afterwards along with follow up. \$50 per hour travelling time, including use of a car and fuel at no extra charge is well below comparable industry standards e.g. the ATO per kilometre allowance for 2023-2024 is \$0.85 per kilometre.

We provided evidence of the bookings already having been made and the tickets being available. We had not yet paid for all room bookings as they were not invoiced in several cases at time of writing.

We felt it reasonable to pay the invoice, despite a few sessions not yet being delivered, as they were already booked and a single invoice was easier for all concerned; particularly as Louise had already incurred expenses likely beyond what she was charging anyway.

Elliot Consulting has provided more information as follows:

## Further Information Request - Rental Owners Information Sessions – Elliot Consulting

Since its inception, the Association has been eager to outreach into the community to ensure that rental owners are aware of the Association and how we

can support them and compliant and sustainable tenancies. Part of this has been to offer in person and online information sessions.

Once the Association had its eLearning modules and other resources available (like the Tenancy Agreement template) it was time to more actively promote the Association as we had more tangible value to offer prospective members. As spokesperson, President and the person that members have the most interaction with, it was appropriate that Louise Elliot be the person to deliver these sessions.

Louise Elliot provided the attached below sessions across the state and online as listed. Attendees could register for a place and drop in as required. The uptake of these sessions was great, with local publications promoting the events (such as Kingborough Chronicle) which resulted in around 12 walk in guests who had not registered.

The cost for Louise Elliot for these sessions included Louise organising the events (including setting up the event and ticketing information in Eventbrite, making venue bookings, managing attendee communication) and developing the content for the sessions themselves, travelling to each in person event, delivering the 60 – 90 minute session at each event, answering questions from individuals one-on-one after each event, and delivering the online sessions for each event. \$1900 to coordinate, prepare for and deliver this statewide series of information sessions represents excellent value.



## Event

JUN  
9



### Rental Owners Information Session - Online - ZOOM

Online event  
Friday, 9 June 2023 at 12:00 PM AEST

JUN  
1



### Rental Owners Information Session - Online - ZOOM

Online event  
Thursday, 1 June 2023 at 6:00 PM AEST

MAY  
26



### Rental Owners Information Session - Launceston

Launceston Library  
Friday, 26 May 2023 at 1:30 PM AEST

MAY  
26



### Rental Owners Information Session - Devonport

Devonport Library - Melrose Meeting Room  
Friday, 26 May 2023 at 10:30 AM AEST

MAY  
25



### Rental Owners Information Session - Burnie

Burnie Library - Platypus Meeting Room  
Thursday, 25 May 2023 at 1:00 PM AEST

MAY  
18



### Rental Owners Information Session - St Helens

Bayside Hotel St Helens  
Thursday, 18 May 2023 at 2:00 PM AEST

MAY  
18



### Rental Owners Information Session - Swansea

Location to be confirmed - inner Swansea, Tasmania  
Thursday, 18 May 2023 at 10:30 AM AEST

MAY  
17



### Rental Owners Information Session - Online - ZOOM

Online event  
Wednesday, 17 May 2023 at 10:00 AM AEST

MAY  
11



### Rental Owners Information Session - Hobart CBD

Hadley's Hotel - Boardroom Meeting Room  
Thursday, 11 May 2023 at 12:00 PM AEST

MAY  
18



### Rental Owners Information Session - Swansea

Location to be confirmed - inner Swansea, Tasmania  
Thursday, 18 May 2023 at 10:30 AM AEST

MAY  
17



### Rental Owners Information Session - Online - ZOOM

Online event  
Wednesday, 17 May 2023 at 10:00 AM AEST

MAY  
11



### Rental Owners Information Session - Hobart CBD

Hadley's Hotel - Boardroom Meeting Room  
Thursday, 11 May 2023 at 12:00 PM AEST

MAY  
5



### Rental Owners Information Session - New Norfolk

New Norfolk Library - Meeting Room  
Friday, 5 May 2023 at 1:30 PM AEST

MAY  
5



### Rental Owners Information Session - Glenorchy

Glenorchy Library - Meeting Room  
Friday, 5 May 2023 at 10:30 AM AEST

MAY  
4



### Rental Owners Information Session - Kingston

B Block is located at 8 Hutchins St, directly behind the Kingborough Council and opposite the Big W complex and. Kingston Library. It is operated by Libraries Tasmania.  
Thursday, 4 May 2023 at 12:30 PM AEST

MAY  
4



### Rental Owners Information Session - Rosny

Rosny Library  
Thursday, 4 May 2023 at 10:30 AM AEST

APR  
14



### Rental Owners Information Session - Sorell

Sorell Library  
Friday, 14 April 2023 at 10:30 AM AEST

 [CSV Export](#)



# Orders





Search by

Buyer



Order	Event
#6892554429	Rental Owners Information Session - Online - ZOOM
#6887756389	Rental Owners Information Session - Online - ZOOM
#6836533709	Rental Owners Information Session - Online - ZOOM
#6783626289	Rental Owners Information Session - Online - ZOOM
#6766334859	Rental Owners Information Session - Launceston
#6744242889	Rental Owners Information Session - Online - ZOOM
#6731659459	Rental Owners Information Session - Online - ZOOM
#6702711569	Rental Owners Information Session - Online - ZOOM
#6697109739	Rental Owners Information Session - Online - ZOOM
#6689680439	Rental Owners Information Session - Online - ZOOM
#6678878059	Rental Owners Information Session - Burnie
#6662548199	Rental Owners Information Session - Online - ZOOM
#6652276699	Rental Owners Information Session - Online - ZOOM
#6640443489	Rental Owners Information Session - Online - ZOOM
#6640438679	Rental Owners Information Session - Online - ZOOM
#6609960589	Rental Owners Information Session - Hobart CBD
#6606588929	Rental Owners Information Session - Launceston
#6588387639	Rental Owners Information Session - Online - ZOOM
#6587856249	Rental Owners Information Session - Hobart CBD
#6586809199	Rental Owners Information Session - Glenorchy
#6586509109	Rental Owners Information Session - New Norfolk

#6430276859	Rental Owners Information Session - Glenorchy
#6428840229	Rental Owners Information Session - Hobart CBD
#6390370559	Rental Owners Information Session - Sorell
#6384676229	Rental Owners Information Session - Rosny
#6384560519	Rental Owners Information Session - Launceston
#6380279859	Rental Owners Information Session - Devonport
#6377962499	Rental Owners Information Session - Devonport
#6374252209	Rental Owners Information Session - Devonport
#6374122919	Rental Owners Information Session - Devonport
#6351641079	Rental Owners Information Session - New Norfolk
#6349501879	Rental Owners Information Session - Kingston
#6332505789	Rental Owners Information Session - Rosny
#6326455609	Rental Owners Information Session - Launceston
#6325153389	Rental Owners Information Session - Launceston
#6323804009	Rental Owners Information Session - Hobart CBD
#6323236529	Rental Owners Information Session - Hobart CBD
#6323204219	Rental Owners Information Session - Rosny
#6323132489	Rental Owners Information Session - Hobart CBD
#6322918759	Rental Owners Information Session - Kingston
#6315609479	Rental Owners Information Session - Rosny
#6313400109	Rental Owners Information Session - Glenorchy
#6311227089	Rental Owners Information Session - Sorell
#6251912309	Rental Owners Information Session - Devonport

# Orders



Search order number, email, or name



Search by  
Buyer



Order	Event
<a href="#">#6250611519</a>	<a href="#">Rental Owners Information Session - Devonport</a>
<a href="#">#6247099219</a>	<a href="#">Rental Owners Information Session - Roary</a>
<a href="#">#6241727609</a>	<a href="#">Rental Owners Information Session - Kingston</a>
<a href="#">#6240989149</a>	<a href="#">Rental Owners Information Session - Hobart CBD</a>
<a href="#">#6237820139</a>	<a href="#">Rental Owners Information Session - St Helens</a>
<a href="#">#6237694439</a>	<a href="#">Rental Owners Information Session - Roary</a>
<a href="#">#6236577109</a>	<a href="#">Rental Owners Information Session - Hobart CBD</a>
<a href="#">#6232382519</a>	<a href="#">Rental Owners Information Session - Hobart CBD</a>
<a href="#">#6230942869</a>	<a href="#">Rental Owners Information Session - Roary</a>
<a href="#">#6230108269</a>	<a href="#">Rental Owners Information Session - St Helens</a>
<a href="#">#6218677569</a>	<a href="#">Rental Owners Information Session - Sorell</a>
<a href="#">#6207344329</a>	<a href="#">Rental Owners Information Session - Sorell</a>



- Further information relating to the engagement of Page Seager for the 'provision of legal expertise direct to member'. These include:
  - \$1,650 monthly retainer for Page Seager. An invoice has been provided dated 27 April 2023, however, it states 'to our professional fees as per the attached schedule'. A schedule was not included in the documentation provided. In addition, the breakdown of expenditure provided in relation to payments to Page Seager, state three payments of \$1,650 each but states that invoices are not yet available for May and June 2023. It is noted that supporting documentation of the funds spent on a legal retainer to date (Page Seager), and in the absence of the Schedule, does not provide any detail of the volume or type of legal advice that has been provided to members on an ongoing monthly basis.

At the time of the request for an acquittal from the department, it was mid May. The report to the department does not state three payments. It states one with a commitment for a further two.

This three monthly trial of a "member's hotline" is a part of the toolkit / education requirements of the grant.

We have attached the itemisation which constituted the "attached schedule" from Page Seager here. There is a further detailed breakdown of the calls received including personal details of the members, tenants and nature of the matters discussed. If the department would like this shared please do so explicitly so the onus of the provision of this confidential document is on the department and not the association.

## Invoice Itemisation

<b>Invoice No</b>	295619	<b>File Name</b>	Tasmanian Residential Rental Property Owners Association	<b>Invoice Amount</b>	\$1,650.00
<b>File</b>	230555		Inc.	<b>Tax</b>	\$150.00
<b>Matter</b>	TRRPO Member Advice Service				
<b>Timesheets</b>	<b>Date</b>	<b>Description</b>	<b>Owner</b>	<b>Amount</b>	
	07/12/22	Attend file to email from Louise Elliot and respond.	MDC		
	24/01/23	Attend file to consider prospective advice/retainer model and email to Louise.	MDC		
	06/02/23	Attend file to email from Louise and respond.	MDC		
	14/03/23	Attend file to email to Louise.	MDC		
	24/03/23	Attend file to engagement matters.	MDC		
	29/03/23	Attend file to settle engagement letter; email to Louise; email from Louise and review screening form.	MDC		
	30/03/23	Attend file to email from Louise and respond.	MDC		
	05/04/23	Attend file to set up of systems for client service.	MDC		
	06/04/23	CALL: Laidlaw.	MDC		
	13/04/23	CALL: Reid.	MDC		
	13/04/23	Attend file to preparation of Client Checklist.	MDC		

- Further information is required regarding the proposed budgeted expenditure in the event the term of the Deed is extended. Those concerns include the following:
  - \$19,800 budgeted as a \$1,650 monthly retainer to Page Seager for 'provision of legal expertise direct to member'. This amount appears high given the funds spent to date on legal fees and given that the provision of advice services to individual owners is to address issues in residential tenancies with the view to resolving issues before they escalate, resulting in evictions; and

Our provision of proposed expenditure is an opportunity for the department to assist us and we welcome its views.

The plan was to expand the member access to legal services following a review of the trial that was only part way at the time of writing. This review is slated to occur in time for our AGM. Please note that all grant related expenditure, including the member hotline, were suspended past June 30.

The association has always held the view that the access to legal services between tenants and “mum and dad” investors has been lopsided given the comprehensive, free legal support given to tenants by the publicly funded Tenants Union.

We share the view of the department that value for money should always be considered and we believe this is fundamentally demonstrated by the amount of grant funding still unspent. As such, our current view is to get more members input on expenditure at our next AGM which would include a discussion and reflection on the hotline trial.

It is the association’s view that these services fall well within the last two terms of the grant, were well received as an idea by members and were appropriate to trial.

- \$17,000 budgeted for various types of promotion through radio, print and social media.

One of the five aims of the grant is to “promote the association with the intention of growing their membership so that more rental owners have access to support and information”. We feel that advertising is the key way to achieve this. Unfortunately advertising is expensive and is a cost that we cannot control or provide ourselves. That being said, our ability to very cost effectively achieve the other grant goals make it an expense that the association can bear.

-oOo-

We thank the department for it’s request for more information.

Additionally we look forward to a timely reply as to whether the grant is to be extended or not so we can move forward without any further uncertainty.

Yours sincerely,

The Management Committee



Mrs Louise Elliot, President  
Dr Bradley Goldsmith, Treasurer  
Mr Colin Appleby, Secretary

Table 1

	Report in submission	Provided invoice check Aug 17	Bank Withdrawals from grant time to June 30	Notes		
	1470.36	YES	1470.36			
	492.08	YES	298.43			
	593.15	YES	1138.50			
	490.62	YES	41.25			
	81.64	YES	2800.93			
	278.01	YES	1100			
	110	YES	1935.50	Voice over reimbursement (fiver)		
	4410	YES	2195	Font pr media train		
	1100	YES	215.88			
	1750	YES (.20 cents out on actual invoice - error in association's favour)	383			
	0		1568.93			
	0		1799			
	22	YES	2860			
	44	YES	1650			
	22	YES	750			
	22	NO. MISPLACED AS NOTED IN REPORT.	483.92			
	200	COMMITTED FUTURE AT TIME OF ACQUITTAL REQUEST. NOTED IN REPORT.	619.39			
	44	COMMITTED FUTURE AT TIME OF ACQUITTAL REQUEST. NOTED IN REPORT.	110	15 May		
	44	COMMITTED FUTURE AT TIME OF ACQUITTAL REQUEST. NOTED IN REPORT.	4410	Louise Eliot learning modules		
	44	COMMITTED FUTURE AT TIME OF ACQUITTAL REQUEST. NOTED IN REPORT.	1750	15th may		
	200	COMMITTED FUTURE AT TIME OF ACQUITTAL REQUEST. NOTED IN REPORT.	828.05	15th may		
	200	COMMITTED FUTURE AT TIME OF ACQUITTAL REQUEST. NOTED IN REPORT.	1962.50	15th may		
	1962.50	YES	451.02	15th may		
	451.02	YES (19x23.09+12.31 zoom statement)	110	Venue booking Reimbursement		



	298.43	YES	453.52	CUTOFF ACQUITTAL REQUEST DATE		
	41.25	YES				
	0					
	2860.00	YES				
	2800.93	YES				
	0					
	0					
	1568.93	YES				
	1650	YES				
	1650	COMMITTED FUTURE AT TIME OF ACQUITTAL REQUEST. NOTED IN REPORT.				
	1650	COMMITTED FUTURE AT TIME OF ACQUITTAL REQUEST. NOTED IN REPORT.				
	0					
	1138.50	YES				
	2195	YES				
	750	YES				
	483.92	YES				
	453.52	YES (87.77+77+77+44+ 33+22+22+22+22+ 13.2+9.90+6.60+4. 4+4.4+2.75+2.75+2 .75)				
	215.88	YES - SEE NOTES IN ACQUITTAL RESPONSE				
	619.39	YES (2 INVOICES 542.07 + 77.32)				
	828.05	YES (invoice for 839.47 - error in association's favour)				
	0					
	1799	YES				
	383	YES				
	<b>TOTALS:</b>					
	<b>35417.18</b>	<b>Spent and committed</b>				
	<b>31385.18</b>	<b>Spent</b>				
	<b>4032</b>	<b>Committed by not spent</b>				

**From:** [Tilley, David](#)  
**To:** [McLean-Aherne, Annette](#)  
**Subject:** FW: Further information details for grant - TRRPO  
**Date:** Thursday, 21 September 2023 6:00:36 PM  
**Attachments:** [eCreators - Content Rates-Oct-04-2021-06-05-13-75-AM.pdf](#)  
[Elearning Modules CONTENT.docx](#)  
[Further information response elliot.docx](#)  
  
[Elearning Modules CONTENT outline.pdf](#)  
  
[image002.jpg](#)

---

Hi A,

Further information has been provided by the TRRPO.

Let's chat next week.

Cheers,  
DT

**Dave Tilley** (he, him, his)

Director Compliance and Dispute Resolution

A/Director Policy and Stakeholder Engagement | Consumer, Building and Occupational Services

Department of Justice

(03) 6166 4637 | [david.tilley@justice.tas.gov.au](mailto:david.tilley@justice.tas.gov.au)

[www.justice.tas.gov.au](http://www.justice.tas.gov.au)

Email signature block Jan 23 new



In recognition of the deep history and culture of this Island, I acknowledge and pay my respects to all Tasmanian Aboriginal people; the past and present custodians of the Land.

---

**From:** Secretary <Secretary@justice.tas.gov.au>

**Sent:** Monday, 18 September 2023 5:02 PM

**To:** Smith, Ross <Ross.Smith@justice.tas.gov.au>; Tilley, David <David.Tilley@justice.tas.gov.au>

**Cc:** CBOS Executive <CBOS.Executive@justice.tas.gov.au>

**Subject:** FW: Further information details for grant - TRRPO

Hi Ross / Dave

See below email and attachments from TRRPO.

Kind regards



Kate

**From:** Louise Elliot [REDACTED]  
**Sent:** Friday, 15 September 2023 9:08 AM  
**To:** Secretary <[Secretary@justice.tas.gov.au](mailto:Secretary@justice.tas.gov.au)>  
**Subject:** Fwd: Further information details for grant - TRRPO

Hi Kate

I've just noticed that the attached were not provided as part of our response to the more information request about the TRRPO grant. if you can please add the attached to the response that would be appreciated.

Thanks

Louise

----- Forwarded message -----

**From:** Louise Elliot [REDACTED]  
**Date:** Mon, 21 Aug 2023 at 09:42  
**Subject:** Further information details for grant  
**To:** Brad Goldsmith [REDACTED] Colin S Appleby  
[REDACTED]

Hey Brad (and Colin)

I've put the attached together - the Further Information response Word file is the main document and the rest of the files support it.

Louise



Louise Elliot [REDACTED]

---

**Re: invoice for payment - Information sessions conducted by Louise - approval required**

---

**Colin S Appleby** [REDACTED]

6 May 2023 at 17:43

To: Louise Elliot [REDACTED] Brad Goldsmith [REDACTED]

Approved

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---

**From:** Louise Elliot [REDACTED]**Sent:** Saturday, May 6, 2023 4:59:43 PM**To:** Brad Goldsmith [REDACTED]; Colin S Appleby [REDACTED]**Subject:** invoice for payment - Information sessions conducted by Louise - approval required

Hi Brad and Colin

Please find attached an invoice from me for the information sessions that are underway. The turnout and response so far has been good.

Sending for approval from both of you give the payment is to myself.

The details of the information sessions are on the attached and also found here -

<https://www.eventbrite.com.au/o/tasmanian-rental-property-owners-association-63219589903>

Four sessions have already occurred.

Thanks  
Louise



Louise Elliot · [REDACTED]

---

**Re: invoice for approval - payment to Louise Elliot - elearning modules - approval please**

---

**Colin S Appleby** [REDACTED]

6 May 2023 at 17:43

To: Louise Elliot [REDACTED] Brad Goldsmith [REDACTED]

Approved

Get [Outlook for Android](#)

---

**From:** Louise Elliot [REDACTED]**Sent:** Saturday, May 6, 2023 4:42:38 PM**To:** Colin S Appleby [REDACTED] Brad Goldsmith [REDACTED]**Subject:** invoice for approval - payment to Louise Elliot - elearning modules - approval please

Hi Colin and Brad

I've finally gotten around to preparing the invoice for my (extensive) time spent preparing our two elearning modules that are available on the below link. The time spent on the project is far less than actual but happy to volunteer the remainder.

<https://www.tasmanianrentalowners.com/education>

Obviously, seeking approval from both of you given the payment is to myself.

Thank you

Louise Elliot



Louise Elliot [REDACTED]

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## eCreators - Content Follow Up

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**Ash Kammerhofer** <ash.kammerhofer@ecreators.com.au>

4 October 2021 at 17:05

To: Louise Elliot [REDACTED]

Hi Louise,

Thanks for your time late last week to discuss your content development project for the three core areas of real estate landlord management. As mentioned, we work with organisations large and small across all types of industries to deliver on project objectives when it comes to eLearning.

From what I understand, we're looking to build out 3 streams of courses targeted at different stakeholders ranging from the everyday home-owner renting out their property to the individual tenant. These modules are going to be built under a grant you've won, however we're not looking to create the next Mona Lisa of eLearning. We want to build an engaging course that's usable on any device and will leave the user with more knowledge and confidence of their rights and processes available to them. Is that right?

I've popped in a document that covers off 3 levels of content ranging from basic to advanced, along with general prices that might suit that style and length of time. The lite / Movember course is what I have in mind for you based on what you told me. Movember created all the videos in the course themselves but the development work, process flow, infographics, knowledge checks and design is from our team. It's light, works on any device, has knowledge checks throughout and is easy to move through.

Send me through your content once it's written and I can nail down a fixed price for the project and we can go from there!

Regards,

**eCreators - Content Rates-Oct-04-2021-06-05-13-75-AM.pdf**

2828K



Louise Elliot [REDACTED]

## Re: Approval requested for budget for landlord information sessions

Colin S Appleby [REDACTED]

7 March 2023 at 10:53

To: Louise Elliot [REDACTED]

Brad Goldsmith [REDACTED]

Ok from my end

Get [Outlook for Android](#)**From:** Louise Elliot [REDACTED]**Sent:** Monday, March 6, 2023 11:53:02 AM**To:** Brad Goldsmith [REDACTED]**Cc:** Colin S Appleby [REDACTED]**Subject:** Re: Approval requested for budget for landlord information sessions

Good idea. Will do and will provide to you both and table with Association at AGM

On Mon, 6 Mar 2023, 11:38 am Brad Goldsmith, [REDACTED] wrote:

Approved from me with the strong suggestion that you maintain a diary / timesheet (or similar) for the portion where you directly receive funds for work. I know that this request that you be paid for your time is modest and reasonable but it is certainly where they will look closely in the future when the acquittal goes in. We need to be beyond reproach here where possible.

On Mon, 6 Mar 2023, 10:41 Louise Elliot, [REDACTED] wrote:

Hi Brad, Colin

As discussed with you Brad briefly, we need to undertake some information sessions as committed to as part of our grant deed.

I have worked out the below rough budget and an outline of what the Information sessions would cover and where they would be held. I'm looking at 14 sessions across the State, with more to be offered online. The aim of the sessions will be to promote the association and encourage membership and provide an introduction to the requirements of being an owner.

I'm hoping to **get your approval** for the budget below so that I can begin making bookings and getting firmer costs on things like regional advertising.

As you will see, I have allocated some payment to myself for preparing and delivering the sessions. Which is why I'm seeking the approval of both of you.

As also discussed, I think this is a great time to start a trial of the 15 minute free legal support for owners to coincide with this advertising as offered by Page Seager in Hobart.

Let me know what you think ASAP so I can get bookings in.

As you're aware, it's critical that we deliver on the reasons behind our receipt of the grant. We still have another \$25,000 that we can access when we can demonstrate our delivery of the requirements of the grant deed, which we're on track with.

Thanks

Louise

Activity	Timeframe	Budget
----------	-----------	--------

3 month trail of legal support service	1 April to end June 2023	\$1650 per month x 3 = <b>\$4950</b>
Advertising information sessions – social media	ASAP until mid May 2023	<b>\$1000</b>
Advertising information sessions – regional newspapers	ASAP until mid May 2023	<b>\$1500</b>
Advertising information sessions – regional radio	ASAP until mid May 2023	<b>\$1000</b>
Information sessions take place	Mid-April to late May 2023	<p>Meeting room hire 14 locations @ \$100 each = <b>\$1400</b></p> <p>Accommodation for Louise as provided by receipts = 3 nights @ \$300 = <b>\$900</b></p> <p>Petrol for Louise = as provided by receipts = approx. <b>\$200</b></p> <p>Louise's time = 14 hours presenting, 5 hours, preparation, travel approx. 21 hours = 40 hours, = <b>\$5000</b></p>
	<b>TOTAL</b>	<b>\$15,950</b>

<b>Information Session Outline</b>	
Welcome	
Introducing the Association – background, objectives, services	
Introduction to Rental Ownership <ul style="list-style-type: none"> <li>- Legislation</li> <li>- Minimum standards</li> <li>- Selecting Tenants</li> <li>- Lease Agreements</li> <li>- Rent and Security Deposit</li> <li>- Managing Issues</li> <li>- Ending Tenancies</li> <li>- Key advice for owners</li> </ul>	
Questions	
Presentation of services and resources Association provides	

How to join Association	
-------------------------	--

Location	Date and Time	Location	Accommodation
Sorell			
Swansea			
St Helens			1 night
Campbell Town			
Launceston			1 night
George Town			
Devonport			
Burnie			1 night
Ulverstone			
Hobart City			
Rosny			
Kingston			
Glenorchy			
New Norfolk			



Louise Elliot [REDACTED]

---

## elearning modules for review

---

Louise Elliot [REDACTED]

22 February 2022 at 14:32

To: Mark Crosswell &lt;mark.crosswell@murdochclarke.com.au&gt;

Cc: Brad Goldsmith [REDACTED]

Hey Mark

Thanks for your patience with this.

Both of the draft elearning modules can be accessed on the Moodle system (details below). There are two modules - the Introduction which provides a high level overview, and the other is for owners who self manage which goes into more detail.

In the Self Managing module there are a couple of gaps I want your advice on around damage and issuing notices to vacate (the literal process on how to issue them).

Both modules are light on ending leases as intending to do something more specific around this shortly.

We won't have the horrible text-to-speech voice on the end products - just need to get the wording confirmed before recording.

The voice over is more detailed than whats on the screen - if you can listen and read and let me know of any legal corrections/advice.

There's fair bit to review here so understand that you'll be invoicing accordingly.

To view the modules, go to the below link and log in

<https://tasmanianrentalowners.moodlecloud.com/>

Username - **markcrosswell**

Password - [REDACTED] (you'll then be asked to change it)

You'll see the below when you log in.

Thanks heaps

Lou



https://tasmanianrentalowners.moodlecloud.com/my/

Rental Owner Information

ENGLISH (EN) ▾

Dashboard

Site home

Calendar

Private files

My courses

SelfManage

Introduction

Course overview

All (except removed from view) ▾

Course name ▾

Card ▾

Introduction to Rental Ownership

Rental Owners

Introduction to Rental Owner

0% complete

Managing your Rental Property

Rental Owners

Managing your Rental Property

0% complete

Recently accessed courses

Introduction to Rental Ownership

Rental Owners

Introduction to Rental Owner

https://mail.google.com/mail/u/0/?ik=1587545d81&view=pt&search=all&permmsgid=msg-a:r-1513557139926355968&simpl=msg-a:r-151355713... 2/2



Louise Elliot [REDACTED]

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**Re: elearning for landlords**

---

**Robin Petterd** <robin@sproutlabs.com.au>

7 October 2021 at 09:23

To: Louise Elliot &lt;[REDACTED]&gt;

Hi Louise,

Just touching base to see how you're going with the outline of what you're after?

Kind regards,

Robin

---

On Thu, 16 Sept 2021 at 13:28, Robin Petterd <robin@sproutlabs.com.au> wrote:

Hi Louise,

A couple of public examples for Tasmania clients are

<https://dhhs-healthliteracy.sproutlabs.com.au/><https://www.aboriginalheritage.tas.gov.au/Learn/awareness/index.html@export=1.html>.

Also attached is a PDF with screenshots.

Kind regards,

Robin

---

On Thu, 2 Sept 2021 at 16:00, Robin Petterd <robin@sproutlabs.com.au> wrote:

Hi Louise

Thank you for getting in contact with me.

Is just having a quick 15 minute chat start with OK? You can see when I'm free and book in time at <https://calendly.com/robinpetterd/15-minute-phone-call>

Kind regards,

Robin

---

On Thu, 2 Sept 2021 at 14:50, Louise Elliot <[REDACTED]> wrote:

Hi Robin

I'm the president of the Tasmanian Residential Rental Property Owners Association and we're looking to develop some elearning resources for landlords.

Could I make a time to chat a chat with you about this?

Thanks

Louise Elliot

--

Dr Robin Petterd  
Founder - Sprout Labs  
0419 101 928

--

Dr Robin Petterd  
Founder - Sprout Labs  
0419 101 928

--

Dr Robin Petterd (He/Him)  
Founder - Sprout Labs  
0419 101 928



Louise Elliot [REDACTED]

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## Lease and Elearning modules for review

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Louise Elliot [REDACTED]

8 February 2022 at 09:21

To: Mark Crosswell &lt;mark.crosswell@murdochclarke.com.au&gt;, Isabelle Sutton &lt;isabelle.sutton@murdochclarke.com.au&gt;

Cc: Brad Goldsmith [REDACTED]

Hi Mark

How's the lease coming along? We also now have both of our elearning modules ready for legal review.

I understand you're no doubt under the pump - what sort of timeframe are we looking at to get your feedback on the below? We're under pressure to get this stuff out too from a grant compliance perspective. There's quite a lot to review here so understand if your invoice needs to increase to get this closer to the top of your pile.

The first is an overview for all owners, the second is more detailed for owners who are managing their properties themselves. Through the below links, the courses can be undertaken and feedback recorded. Please ignore the horrible computer voiceover - when we have your OK on the voiceover script, it'll be a real human.

<https://360.articulate.com/review/content/7cc040fd-32fa-42c6-a18b-d99a67e79ba8/review>

<https://360.articulate.com/review/content/7cc040fd-32fa-42c6-a18b-d99a67e79ba8/review>

Both courses aren't meant to be exhaustive - not trying to capture every detail, just the biggest stuff. Intend to do a specific resource on ending leases - what options apply when, what notice periods, etc - so the courses aren't too heavy on this info.

There is a gap in the Managing Your Rental Property course where I'm hoping for advice on rules/guidance around issuing Notice to Vacate - literally issuing them, like delivering by hand, post, etc.

Happy to sit with you if easier to note your changes on the elearning courses. Whatever is easiest for you.

Thanks

Lou



Louise Elliot [REDACTED]

---

**Re: eLearning Modules - Tasmanian Rental Property Owners Association**

---

Louise Elliot [REDACTED]

29 September 2021 at 13:39

To: Chris Hall &lt;chris@strawberrysolutions.com.au&gt;

Hi Chris

Just sending you the attached ahead of our chat. Thanks.

On Mon, 27 Sept 2021 at 16:02, Chris Hall &lt;chris@strawberrysolutions.com.au&gt; wrote:

Hi Louise,

Thanks for enquiring with Strawberry Solutions about your eLearning requirements.

I'd like to show you examples of work with our client, the Housing Industry Association. I suspect you'll enjoy them!

Could you like to meet via Zoom as the next step so that we can connect further on your requirements?

<https://calendly.com/chris-hall-strawberry-solutions/60min>Also, in the meantime, please check out our two minute showreel of work samples: <https://vimeo.com/589653886>**Kind regards,****Chris Hall****Business Development Director****e:** [chris@strawberrysolutions.com.au](mailto:chris@strawberrysolutions.com.au)**direct:** 02 9052 6552**office:** 02 9052 6550**w:** [www.strawberrysolutions.com.au](http://www.strawberrysolutions.com.au)**Elearning Modules\_CONTENT.docx**

21K



Louise Elliot [REDACTED]

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**Re: eLearning Modules - Tasmanian Rental Property Owners Association**

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**Chris Hall** <chris@strawberrysolutions.com.au>

29 September 2021 at 14:02

To: Louise Elliot [REDACTED]

Hey Louise,

Sure thing and can do! Would it work to dial in via the Zoom app?

That way I could show you a couple of key eLearning examples that are important to the scoping conversation?

**Kind regards,****Chris Hall****Business Development Director****e:** [chris@strawberrysolutions.com.au](mailto:chris@strawberrysolutions.com.au)**direct:** 02 9052 6552**office:** 02 9052 6550**w:** [www.strawberrysolutions.com.au](http://www.strawberrysolutions.com.au)

On Wed, 29 Sept 2021 at 13:42, Louise Elliot [REDACTED] wrote:

Hi Chris

Can we chat by phone please rather than video as I'm out and about? [REDACTED]

Thanks

On Mon, 27 Sep 2021, 4:02 pm Chris Hall, <[chris@strawberrysolutions.com.au](mailto:chris@strawberrysolutions.com.au)> wrote:

Hi Louise,

Thanks for enquiring with Strawberry Solutions about your eLearning requirements.

I'd like to show you examples of work with our client, the Housing Industry Association. I suspect you'll enjoy them!

Could you like to meet via Zoom as the next step so that we can connect further on your requirements?

<https://calendly.com/chris-hall-strawberry-solutions/60min>Also, in the meantime, please check out our two minute showreel of work samples: <https://vimeo.com/589653886>**regards,****Chris Hall****Business Development Director****e:** [chris@strawberrysolutions.com.au](mailto:chris@strawberrysolutions.com.au)

**direct:** 02 9052 6552

**office:** 02 9052 6550

**w:** [www.strawberrysolutions.com.au](http://www.strawberrysolutions.com.au)



Ms Louise Elliot, President  
Mr Bradley Goldsmith, Treasurer  
Tasmanian Residential Rental Property Owners Association

Via email: [REDACTED]

Dear Ms Elliot and Mr Goldsmith

Thank you for your letter dated 28 August 2023 in response to my request for further information, under the terms of the Grant Deed to the Tasmanian Residential Rental Property Owners Association (the Association).

I have considered your responses to the issues identified in my letter and I provide the following comments relating to the information below.

I accept your response dated 16 May 2023 does state that \$35,417.18 was the aggregate of expenditure for activities complete, including two amounts committed to Page Seager but not yet invoiced, as per the notes in the response.

In respect to reconciliation of grant funds paid to date and expenditure and/or committed funds if the Grant Deed is extended:

- The Association has received \$75,000 of the \$100,000 Grant funds to date.
- Based on the response dated 16 May 2023, you outlined that \$35,417.18 had been expended, or committed, but not yet invoiced (\$3,300 payable to Page Seager for May and June 2023).
- In addition, you outlined a sum of \$36,800 for budgeted expenditure for planned activities if the Grant Deed was extended for 12 months.
- \$75,000 less \$35,417 spent or committed leaves a sum of \$39,583 unspent from the Grant funds received by the Association to date. The differential between \$39,583 and \$36,800 (budgeted for if the Grant Deed was extended) leaves an amount of \$2,783 which remains unaccounted for through the provision of receipts, invoices or other type of documentation provided by the Association in the report of 16 May 2023 or in the response dated 28 August 2023.
- Noting that if the \$3,300 that is outlined as committed to Page Seager for May and June 2023 (in the response of 16 May 2023) has not been spent for services rendered for those two months, the aggregate of the unspent funds is \$42,883.



I accept your further explanation regarding the sum of \$4,410 grant funds paid to 'Elliot Consulting' and I also accept your further explanation in relation to the sum of \$1,962.50 grant funds paid to 'Elliot Consulting'.

In respect to further information requested from you relating to the engagement of Page Seager for the 'provision of legal expertise direct to member' I note the explanation provided in your response dated 28 August 2023 and the \$1,650 monthly retainer for Page Seager. Thank you for the provision of the Schedule outlining the breakdown of fees from 17 December 2022 through to 13 April 2023. Based on your response of 16 May 2023, it was not clear whether invoices for May and June 2023 were to be subsequently issued by Page Seager for services rendered. In your response dated 28 August 2023, the additional reconciliation states two figures of \$1,650 each as "committed future at time of acquittal request, noted in report."

I also note your further explanation in relation to the \$17,000 budgeted for various types of promotion through radio, print and social media.

Having carefully considered the Association's responses of 16 May 2023 and 28 August 2023 and taking into consideration the terms of the Grant Deed which required that the 'Approved Purpose' be completed by 30 June 2023, I have determined that the Grant Deed will not be extended beyond 30 September 2023 which has allowed time to complete the reconciliation process.

Subject to no further funds having been expended since the time of Association's reconciliation (of 16 May 2023), I understand \$42,883 in Grant funds remain unspent. In the event \$3,300 has been subsequently paid to Page Seager, \$39,583 remains unspent. Under the terms of clause 6.1 of the Grant Deed, those funds are due to be returned to the Crown in Right of Tasmania (represented by the Department of Justice).

I request you advise me by return email regarding whether Page Seager has provided services for May and June 2023 at the rate of \$1,650 per month and if so, if those invoices have been paid and Schedules issued. If not, please confirm that those funds remain unspent. Upon receipt of this information, the Department of Justice will issue you with an invoice regarding the repayment of unspent funds.

Should you have any questions regarding this, I encourage you to contact the Department of Justice by email at [secretary@justice.tas.gov.au](mailto:secretary@justice.tas.gov.au).

Yours sincerely

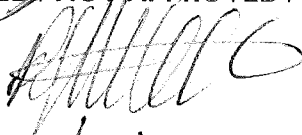


Ross Smith

**Deputy Secretary, Regulation and Service Delivery**

7 November 2023

Critical Date:

APPROVED / NOT APPROVED / NOTED
SIGNED: 
DATE: 7/11/23

**Departmental Minute to Deputy Secretary,  
Regulation and Service Delivery**

**Tasmanian Residential Rental Property Owners Association – Acquittal of Grant  
Deed Funding**

Comments:

**RECOMMENDATION:**

That you:

1. Note the contents of this Minute; and
2. Sign the attached letter to the Tasmanian Residential Rental Property Owners Association highlighting your determination to not extend the Grant funding and seek the return of unspent grant funds.

**KEY ISSUES:**

1. On 4 October 2021, on behalf of the Crown in the Right of Tasmania, you signed a Deed with the Tasmanian Residential Rental Property Owners Association Inc (the Association) for Grant funding of \$100,000 payable over two financial years, 2021-22 and 2022-23 (Attachment I).
2. Under the terms of the Deed, conditions are to be met by the Association and a reporting and acquittal process was required (Item 11 (clause 7.2) of the Deed), prior to the payment of the final instalment of \$25,000.
3. You wrote to the Association on 1 May 2023 requesting information to support the acquittal of Grant funds under the terms of the Deed. The Association provided their

response on 16 May 2023 (Attachment 2) and advised you that they would not be seeking payment of the final instalment of \$25,000. You also wrote to the Association on 16 August 2023 seeking further information in support of the Association's reconciliation of the Grant funds provided to date. The Association provided their response on 28 August 2023 (Attachment 3).

4. Following an audit conducted by CBOS of the information provided by the Association (16 May 2023 and 28 August 2023), it has been determined that the Grant funds provided to date have not been expended in full, nor has the 'Approved Purpose' under the terms of the Grant Deed, been completed in full. The draft letter to the Association (Attachment 4) seeks the return to the Crown, of unspent Grant funds of either \$42,883 or \$39,583 subject to the confirmation of potential subsequent expenditure to Page Seager Solicitors of \$3,300.

## **BACKGROUND:**

### **Documentation required under Item 11 (clause 7.2) of the Deed**

- Copies and details of the education program developed by the Association, which focused on improving and educating property owners regarding their obligations under relevant tenancy and discrimination legislation;
- Copies of the documentation and toolkit developed by the Association comprising templates relevant to residential tenancies, including lease agreements, ingoing and outgoing condition reports, rental application forms etc;
- A report summarising the activities of the Association enabled by the Grant including:
  - Copies of all receipts, invoices, work orders, transactions etc demonstrating the costs incurred in developing the education programs, documentation and toolkits;
  - Copies of all receipts, invoices, work orders, transactions etc demonstrating the costs incurred for procuring legal advice, marketing and/or relevant expertise in order to provide the goods and services supplied by the Association to its members;
  - Copies of all receipts, invoices, work orders, transactions etc demonstrating the costs incurred for the provision of advice to the Association's members; and
  - Copies of all receipts, invoices, work orders, transactions etc demonstrating the costs incurred by the Association for promoting the Association with the intention of growing your membership.
- Any other documentation the Association believes demonstrates the outcomes achieved by the Association by utilising the Grant funds to improve the knowledge, education and capabilities of their members and other owners of rental properties in Tasmania.

- Under the provisions of clause 6.1 (Repayment any unexpended part of Grant) of the Deed, the Association are required to provide written notification if any part of the Grant has not been expended and they are to repay the unexpended funds to the Crown.

### **Reconciliation of the Grant fund expenditure and/or committed funds**

- The Association has received \$75,000 of the \$100,000 Grant funds to date.
- Based on the response dated 16 May 2023, the Association outlined that \$35,417.18 had been expended, or committed, but not yet invoiced (\$3,300 payable to Page Seager for May and June 2023).
- In addition, the Association outlined a sum of \$36,800 for budgeted expenditure for planned activities if the Grant Deed was extended for 12 months.
- \$75,000 less \$35,417 spent or committed leaves a sum of \$39,583 unspent from the Grant funds received by the Association to date. The differential between \$39,583 and \$36,800 (budgeted for if the Grant Deed was extended) leaves an amount of \$2,783 which remains unaccounted for through the provision of receipts, invoices or other type of documentation provided by the Association in the report of 16 May 2023 or in the further response dated 28 August 2023.
- Noting that if the \$3,300 that is outlined as committed to Page Seager for May and June 2023 (in the Association's response of 16 May 2023) has not been spent for services rendered for those two months, the aggregate of the unspent funds is \$42,883.

### **Identified Concerns**

- There was significant concern regarding a potential conflict of interest and breach of clause 4.3 in relation to Grant funds paid to 'Elliot Consulting'. Elliot Consulting is a commercial business of Louise Elliot, President of the Association. The breakdown of the two invoices paid to Elliot Consulting is as follows:
  - \$4,410 for research, copywriting and development of e-learning modules. These costs are for a total of 42 hours charged at \$105 per hour.
  - \$1,962.50 to deliver 14 x 90 minute information sessions for prospective and current members. The schedule includes eleven in-person sessions state-wide and three online sessions in April, May and June 2023. In addition, the costs associated with travel to the North, North West and East Coast regions from Hobart are included. Each information session is charged at \$75 per hour. Travel time was charged at 10 hours at \$50 per hour. Noting that some of these sessions had not yet been delivered at the time the invoice was paid on 1 May 2023.
- The draft letter to the Association outlines that you accept their further explanations in relation to the payment of these amounts to Elliot Consulting.
- Concerns were raised about payments to Page Seager for the '*provision of legal expertise direct to member*'. These include:

- \$1,650 monthly retainer for Page Seager. An invoice has been provided for 27 April 2023, however, it states *'to our professional fees as per the attached schedule'*. A schedule was not included in the documentation provided by the Association. In addition, the breakdown of expenditure provided by the Association in relation to payments to Page Seager, state three payments of \$1,650 each but states that invoices are not yet available for May and June 2023. It is noted that supporting documentation of the funds spent on a legal retainer to date (Page Seager), and in the absence of the Schedule, does not provide any detail of the volume or type of legal advice that has been provided to members on an ongoing monthly basis.
- The draft letter to the Association outlines that you accept the details provided in the Schedule outlining the breakdown of fees from 17 December 2022 through to 13 April 2023, however, it was not clear if it is intended that invoices will be paid for May and June 2023 to Page Seager. The attached letter seeks confirmation of the status of those payments.
- Additional concerns were raised relating to proposed budgeted expenditure payable to Page Seager if the term of the Deed was extended. The attached letter indicates your concern at the quantum of that proposed ongoing commitment, noting that the 'Approved Purpose' was to have been completed by 30 June 2023.
- The attached letter notes the further explanation in relation to proposed budgeted expenditure of \$17,000 for various types of promotion through radio, print and social media.
- It should be noted that the Office of the Residential Tenancy Commissioner has not seen any discernible decrease in queries or engagement from landlords over the past two financial years. This does raise questions as to the effectiveness of the Association's education and engagement program.

### **Date for completion of the Approved Purpose**

- Under the provisions of Item 9 (clause 4.4) of the Deed, the date of completion of the *Approved Purpose* was 30 June 2023.
- Clause 4.5 of the Deed states that the Recipient must complete the 'Approved Purpose' by the date shown in Item 9 (30 June 2023) or such later date, if any, approved in writing by the Grantor (the Crown).
- Under the provisions of clause 6.1 (Repayment any unexpended part of Grant) of the Deed, the Association are required to provide written notification if any part of the Grant has not been expended and they are to repay the unexpended funds to the Crown.

### **Recommendation**

- Having considered the Association's responses of 16 May 2023 and 28 August 2023 and taking into consideration the terms of the Grant Deed, which required that the 'Approved Purpose' be completed by 30 June 2023, it is recommended that you determine the Grant Deed will not be extended beyond 30 September 2023; and

- Under the terms of clause 6.1 of the Grant Deed, and subject to no further funds having been expended to Page Seager, the Association will return to the Crown the sum of \$42,883. In the event that \$3,300 is to be paid, or has been paid to Page Seager, that the Association return to the Crown the sum of \$39,583.

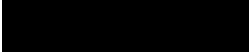
Dave Tilley  
**A/Executive Director**  
 Consumer, Building and Occupational Services

Prepared by: Dave Tilley  
 Position: A/Executive Director, CBOS  
 Phone: 6166 4637  
 Date: 12 October 2023

Cleared by:  
 Position:  
 Phone:  
 Date:

**Attachments:**

1. Grant Deed – Association
2. Association – Grant Deed Information Request – Association Response – 16 May 2023
3. Association – Grant Deed Information Request – Association Response – 28 August 2023
4. Draft Letter from Deputy Secretary to Association Reconciliation post audit

**From:** [Tilley, David](#)  
**To:** [McLean-Aherne, Annette](#)  
**Subject:** FW: Grant Deed - Department of Justice and Tasmanian Residential Rental Property Owners Inc  
**Date:** Friday, 17 November 2023 11:39:22 AM  
**Attachments:** [image001.jpg](#)  
[grant\\_reponse\\_final\\_November2023.pdf](#)  
  
[image002.jpg](#)

---

Let's chat about this on Monday.

**Dave Tilley** (he, him, his)

A/Executive Director | Consumer, Building and Occupational Services

Department of Justice

(03) 6166 4637 | [david.tilley@justice.tas.gov.au](mailto:david.tilley@justice.tas.gov.au)

[www.justice.tas.gov.au](http://www.justice.tas.gov.au)

Email signature block Jan 23 new



In recognition of the deep history and culture of this Island, I acknowledge and pay my respects to all Tasmanian Aboriginal people; the past and present custodians of the Land.



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**From:** Secretary <[Secretary@justice.tas.gov.au](mailto:Secretary@justice.tas.gov.au)>  
**Sent:** Thursday, 16 November 2023 2:47 PM  
**To:** Smith, Ross <[Ross.Smith@justice.tas.gov.au](mailto:Ross.Smith@justice.tas.gov.au)>; Tilley, David <[David.Tilley@justice.tas.gov.au](mailto:David.Tilley@justice.tas.gov.au)>  
**Cc:** CBOS Executive <[CBOS.Executive@justice.tas.gov.au](mailto:CBOS.Executive@justice.tas.gov.au)>  
**Subject:** FW: Grant Deed - Department of Justice and Tasmanian Residential Rental Property Owners Inc

Hi Ross / Dave – see attached response from TRRPO.

Kind regards

Kate

**From:** Louise Elliot   
**Sent:** Thursday, 16 November 2023 2:38 PM  
**To:** Secretary <[Secretary@justice.tas.gov.au](mailto:Secretary@justice.tas.gov.au)>  
**Cc:** Colin S Appleby   
**Subject:** Re: Grant Deed - Department of Justice and Tasmanian Residential Rental Property Owners Inc

Dear Kate

Please find below links to our Association's response to the Secretary's letter.

Thank you

Louise Elliot



On Tue, 7 Nov 2023 at 11:34, Secretary <[Secretary@justice.tas.gov.au](mailto:Secretary@justice.tas.gov.au)> wrote:

Good morning

Please find attached correspondence from Deputy Secretary Ross Smith.

Kind regards

**Kate Mills** [she/her]

Senior Executive Officer | Office of the Secretary

Department of Justice

03 6165 4943 | [katherine.mills@justice.tas.gov.au](mailto:katherine.mills@justice.tas.gov.au)

[www.justice.tas.gov.au](http://www.justice.tas.gov.au)

GPO Box 825 Hobart TAS 7001 | Level 1, 85 Collins St, Hobart, TAS 7000

Email signature block Jan 23



In recognition of the deep history and culture of this Island, I acknowledge and pay my respects to all Tasmanian Aboriginal people; the past and present custodians of the Land.

**From:** Brad Goldsmith [REDACTED]

**Sent:** Thursday, 31 August 2023 10:43 PM

**To:** Secretary <[Secretary@justice.tas.gov.au](mailto:Secretary@justice.tas.gov.au)>

**Cc:** Louise Elliot [REDACTED]; Colin S Appleby [REDACTED]

**Subject:** CM: Re: Grant Deed - Department of Justice and Tasmanian Residential Rental Property Owners Inc

Dear Kate,

Please find the association's response attached.

Thanks,  
Brad

On Wed, 16 Aug 2023 at 11:23, Secretary <[Secretary@justice.tas.gov.au](mailto:Secretary@justice.tas.gov.au)> wrote:

Dear Louise



Apologies for the delay in getting back to you – please see attached correspondence from Deputy Secretary Ross Smith.

Kind regards

**Kate Mills** [she/her]

Senior Executive Officer | Office of the Secretary

Department of Justice

03 6165 4943 | [katherine.mills@justice.tas.gov.au](mailto:katherine.mills@justice.tas.gov.au)

[www.justice.tas.gov.au](http://www.justice.tas.gov.au)

GPO Box 825 Hobart TAS 7001 | Level 1, 85 Collins St, Hobart, TAS 7000

In recognition of the deep history and culture of this Island, I acknowledge and pay my respects to all Tasmanian Aboriginal people; the past and present custodians of the Land.

**From:** Louise Elliot [REDACTED]

**Sent:** Friday, 4 August 2023 4:21 PM

**To:** Secretary <[Secretary@justice.tas.gov.au](mailto:Secretary@justice.tas.gov.au)>; Brad Goldsmith

[REDACTED]

**Subject:** Re: Grant Deed - Department of Justice and Tasmanian Residential Rental Property Owners Inc

Hi Kate

Just checking in on the below please. Our AGM is coming up and wondering what the situation is with our extension request.

Thank you

Louise Elliot

On Tue, 20 June 2023, 11:39 am Secretary, <[Secretary@justice.tas.gov.au](mailto:Secretary@justice.tas.gov.au)> wrote:

Hi Louise

Thank you for your email and for the information provided by the TRRPO. It is currently being assessed by Consumer, Building and Occupational Services and an update will be provided to you as soon as practicable.

Kind regards

**Kate Mills** [she/her]

Senior Executive Officer | Office of the Secretary

Department of Justice

03 6165 4943 | [katherine.mills@justice.tas.gov.au](mailto:katherine.mills@justice.tas.gov.au)

[www.justice.tas.gov.au](http://www.justice.tas.gov.au)

GPO Box 825 Hobart TAS 7001 | Level 1, 85 Collins St, Hobart, TAS 7000

In recognition of the deep history and culture of this Island, I acknowledge and pay my respects to all Tasmanian Aboriginal people; the past and present custodians of the Land.

**From:** Louise Elliot [REDACTED]  
**Sent:** Thursday, 15 June 2023 9:32 AM  
**To:** Secretary <[Secretary@justice.tas.gov.au](mailto:Secretary@justice.tas.gov.au)>  
**Cc:** Brad Goldsmith [REDACTED]; Colin S Appleby [REDACTED]  
**Subject:** Re: Grant Deed - Department of Justice and Tasmanian Residential Rental Property Owners Inc

Hi Kate

I'm just checking in on when we might hear back regarding our request for an extension to the grant?

Thank you

Louise Elliot

On Fri, 19 May 2023 at 14:01, Secretary <[Secretary@justice.tas.gov.au](mailto:Secretary@justice.tas.gov.au)> wrote:

Good afternoon

On behalf of Deputy Secretary Ross Smoth, I acknowledge and thank you for your email. Your correspondence is currently being considered.

Kind regards

**Kate Mills** [she/her]

Senior Executive Officer | Office of the Secretary

Department of Justice

03 6165 4943 | [katherine.mills@justice.tas.gov.au](mailto:katherine.mills@justice.tas.gov.au)

[www.justice.tas.gov.au](http://www.justice.tas.gov.au)

GPO Box 825 Hobart TAS 7001 | Level 1, 85 Collins St, Hobart, TAS 7000

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**From:** Brad Goldsmith [REDACTED]  
**Sent:** Tuesday, 16 May 2023 6:11 PM  
**To:** Secretary <[Secretary@justice.tas.gov.au](mailto:Secretary@justice.tas.gov.au)>  
**Cc:** [REDACTED]; Colin S Appleby [REDACTED] Price, Benjamin (DPaC) <[Benjamin.Price@dpac.tas.gov.au](mailto:Benjamin.Price@dpac.tas.gov.au)>  
**Subject:** Re: Grant Deed - Department of Justice and Tasmanian Residential Rental Property Owners Inc

You don't often get email from [bradley.goldsmith@gmail.com](mailto:bradley.goldsmith@gmail.com). [Learn why this is important](#)

Good [REDACTED]

Attached herewith is a response from the association to the Deputy Secretary.

Regards,  
Brad

--

Dr Brad Goldsmith  
Mobile: [REDACTED]

On Mon, 1 May 2023 at 15:18, Secretary <[Secretary@justice.tas.gov.au](mailto:Secretary@justice.tas.gov.au)> wrote:

Good afternoon

Please find attached correspondence from Deputy Secretary Ross Smith.

Kind regards

**Kate Mills** [she/her]

Senior Executive Officer | Office of the Secretary

Department of Justice

03 6165 4943 | [katherine.mills@justice.tas.gov.au](mailto:katherine.mills@justice.tas.gov.au)

[www.justice.tas.gov.au](http://www.justice.tas.gov.au)

GPO Box 825 Hobart TAS 7001 | Level 1, 85 Collins St, Hobart, TAS 7000

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**Dr Brad Goldsmith**

**Mobile:** [REDACTED]

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## Tax Invoice

Invoice Date  
June 14, 2023

Invoice no.  
03815-43558725

To  
Louise Elliot

Billing Address

Tasmanian Residential Rental Property Owners  
Association

### Subscriptions

Canva Pro  
iAFiv-EHAW0  
June 14, 2023

A\$17.99

Paid with PayPal

Your payment may be processed internationally. Additional bank fees may apply.

Total

Includes tax  
Total charged

A\$17.99  
A\$1.64  
A\$17.99

Please retain for your records.

Canva Pty. Ltd. ABN 80 158 929 938, VAT EU372042198  
110 Kippax St. Surry Hills NSW 2010 Australia  
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17.99  
x 21  
-----  
377.79



## Tax Invoice

**Invoice Date**

May 14, 2023

**Invoice no.**

03784-30704521

**To**

Louise Elliot

**Billing Address**

Tasmanian Residential Rental Property Owners  
Association

**Subscriptions****Canva Pro**

iAFi1yKCHCk

May 14, 2023

A\$17.99

**Paid with PayPal**

Your payment may be processed internationally. Additional bank fees may  
apply.

**Total**

Includes tax

Total charged

A\$17.99

A\$1.64

A\$17.99

Please retain for your records.

Canva Pty. Ltd. ABN 80 158 929 938, VAT EU372042198

110 Kippax St. Surry Hills NSW 2010 Australia

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## Tax Invoice

Invoice Date

April 14, 2023

Invoice no.

03754-37355350

To

Louise Elliot

Billing Address

Tasmanian Residential Rental Property Owners  
Association

### Subscriptions

Canva Pro

iAFgB4TxkeA

April 14, 2023

A\$17.99

Paid with PayPal

Your payment may be processed internationally. Additional bank fees may apply.

Total

Includes tax

Total charged

A\$17.99

A\$1.64

A\$17.99

Please retain for your records.

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110 Kippax St, Surry Hills NSW 2010 Australia

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## Tax Invoice

**Invoice Date**

March 14, 2023

**Invoice no.**

03723-37324585

**To**

Louise Elliot

**Billing Address**

Tasmanian Residential Rental Property Owners  
Association

**Subscriptions****Canva Pro**

IAFdH2mgJME

March 14, 2023

**A\$17.99**

**Paid with PayPal**

Your payment may be processed internationally. Additional bank fees may apply.

**Total**

Includes tax  
Total charged

**A\$17.99**

**A\$1.64**

**A\$17.99**

Please retain for your records.

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## Tax Invoice

**Invoice Date**

February 14, 2023

**Invoice no.**

03695-37410849

**To**

Louise Elliot

**Billing Address**

Tasmanian Residential Rental Property Owners  
Association

**Subscriptions****Canva Pro**

iAFaf\_Nto9w

February 14, 2023

**A\$17.99**

**Paid with PayPal**

Your payment may be processed internationally. Additional bank fees may apply.

**Total**

Includes tax

Total charged

**A\$17.99**

**A\$1.64**

**A\$17.99**

Please retain for your records.

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## Tax Invoice

**Invoice Date**

January 14, 2023

**Invoice no.**

03664-36540586

**To**

Louise Elliot

**Billing Address**

Tasmanian Residential Rental Property Owners  
Association

**Subscriptions****Canva Pro**

IAFXLzlg6KQ

January 14, 2023

**A\$17.99**

**Paid with PayPal**

Your payment may be processed internationally. Additional bank fees may apply.

**Total**

Includes tax

Total charged

**A\$17.99**

**A\$1.64**

**A\$17.99**

Please retain for your records.

Canva Pty. Ltd. ABN 80 158 929 938, VAT EU372042198

110 Kippax St. Surry Hills NSW 2010 Australia

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## Tax Invoice

**Invoice Date**

December 14, 2022

**Invoice no.**

03633-34239970

**To**

Louise Elliot

**Billing Address**

Tasmanian Residential Rental Property Owners  
Association

**Subscriptions****Canva Pro**

iAFUrxh19oc

December 14, 2022

A\$17.99

**Paid with PayPal**

Your payment may be processed internationally. Additional bank fees may apply.

**Total**

A\$17.99

A\$1.64

Total charged

A\$17.99

Please retain for your records.

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110 Kippax St. Surry Hills NSW 2010 Australia

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## Tax Invoice

**Invoice Date**

November 14, 2022

**Invoice no.**

03603-22944396

**To**

Louise Elliot

**Billing Address**

Tasmanian Residential Rental Property Owners  
Association

**Subscriptions****Canva Pro**

jAFR3-a1sJw

November 14, 2022

**A\$17.99**

**Paid with PayPal**

Your payment may be processed internationally. Additional bank fees may apply.

**Total**

**A\$17.99**

**A\$1.64**

Total charged

**A\$17.99**

Please retain for your records.

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110 Kippax St. Surry Hills NSW 2010 Australia

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## Tax Invoice

**Invoice Date**

October 14, 2022

**Invoice no.**

03572-32090883

**To**

Louise Elliot

**Billing Address**

Tasmanian Residential Rental Property Owners  
Association

**Subscriptions****Canva Pro**

iAF09-mIkGY

October 14, 2022

**A\$17.99**

**Paid with PayPal**

Your payment may be processed internationally. Additional bank fees may apply.

**Total**

Includes tax

Total charged

**A\$17.99**

**A\$1.64**

**A\$17.99**

Please retain for your records.

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110 Kippax St. Surry Hills NSW 2010 Australia

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## Tax Invoice

**Invoice Date**

September 14, 2022

**Invoice no.**

03542-31735406

**To**

Louise Elliot

**Billing Address**

Tasmanian Residential Rental Property Owners  
Association

**Subscriptions****Canva Pro**

iAFMJ5D2vBc

September 14, 2022

**A\$17.99**

**Paid with PayPal**

Your payment may be processed internationally. Additional bank fees may apply.

**Total**

Includes tax

Total charged

**A\$17.99**

**A\$1.64**

**A\$17.99**

Please retain for your records.

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110 Kippax St. Surry Hills NSW 2010 Australia

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## Tax Invoice

**Invoice Date**

August 14, 2022

**Invoice no.**

03511-19610342

**To**

Louise Elliot

**Billing Address**

Tasmanian Residential Rental Property Owners  
Association

**Subscriptions****Canva Pro**

iAFJP--qyWo

August 14, 2022

**A\$17.99**

**Paid with PayPal**

Your payment may be processed internationally. Additional bank fees may  
apply.

**Total**

Includes tax

Total charged

**A\$17.99**

**A\$1.64**

**A\$17.99**

Please retain for your records.

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## Tax Invoice

**Invoice Date**

July 14, 2022

**Invoice no.**

03480-26768645

**To**

Louise Elliot

**Billing Address**

Tasmanian Residential Rental Property Owners  
Association

**Subscriptions****Canva Pro**

IAFGVwY2NIY

July 14, 2022

A\$17.99

**Paid with PayPal**

Your payment may be processed internationally. Additional bank fees may apply.

**Total**

Includes tax

Total charged

A\$17.99

A\$1.64

A\$17.99

Please retain for your records.

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## Tax Invoice

**Invoice Date**

June 14, 2022

**Invoice no.**

03450-31049912

**To**

Louise Elliot

**Billing Address**

Tasmanian Residential Rental Property Owners  
Association

**Subscriptions****Canva Pro**

iAFDh8fFyig

June 14, 2022

**A\$17.99**

**Paid with PayPal**

Your payment may be processed internationally. Additional bank fees may apply.

**Total**

Includes tax.  
Total charged

**A\$17.99**

**A\$1.64**

**A\$17.99**

Please retain for your records.

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## Tax Invoice

**Invoice Date**

May 14, 2022

**Invoice no.**

03419-22966653

**To**

Louise Elliot

**Billing Address**

Tasmanian Residential Rental Property Owners  
Association

**Subscriptions****Canva Pro**

jAFAnxQFzSY

May 14, 2022

**A\$17.99**

**Paid with PayPal**

Your payment may be processed internationally. Additional bank fees may apply.

**Total**

includes tax

Total charged

**A\$17.99**

**A\$1.64**

**A\$17.99**

Please retain for your records.

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110 Kippax St. Surry Hills NSW 2010 Australia

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## Tax Invoice

**Invoice Date**

April 14, 2022

**Invoice no.**

03389-41590832

**To**

Louise Elliot

**Billing Address**

Tasmanian Residential Rental Property Owners  
Association

**Subscriptions****Canva Pro**

iAE9zxDxsJw

April 14, 2022

**A\$17.99**

**Paid with PayPal**

Your payment may be processed internationally. Additional bank fees may apply.

**Total**

Includes tax  
Total charged

**A\$17.99**

**A\$1.64**

**A\$17.99**

Please retain for your records.

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110 Kippax St. Surry Hills NSW 2010 Australia

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## Tax Invoice

**Invoice Date**

March 14, 2022

**Invoice no.**

03358-27108729

**To**

Louise Elliot

**Billing Address**

Tasmanian Residential Rental Property Owners  
Association

**Subscriptions****Canva Pro**

iAE659TiyDg

March 14, 2022

**A\$17.99**

**Paid with PayPal**

Your payment may be processed internationally. Additional bank fees may apply.

**Total**

Includes tax

Total charged

**A\$17.99**

**A\$1.64**

**A\$17.99**

Please retain for your records.

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110 Kippax St. Surry Hills NSW 2010 Australia

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## Tax Invoice

**Invoice Date**

February 14, 2022

**Invoice no.**

03330-27658490

**To**

Louise Elliot

**Billing Address**

Tasmanian Residential Rental Property Owners  
Association

**Subscriptions****Canva Pro**

(AE4Ryte9Q)

February 14, 2022

**A\$17.99**

**Paid with PayPal**

Your payment may be processed internationally. Additional bank fees may apply.

**Total**

includes tax

Total charged

**A\$17.99**

**A\$1.64**

**A\$17.99**

Please retain for your records.

Canva Pty. Ltd, ABN 80 158 929 938, VAT EU372042198

110 Kippax St, Surry Hills NSW 2010 Australia

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## Tax Invoice

**Invoice Date**

January 14, 2022

**Invoice no.**

03299-36436766

**To**

Louise Elliot

**Billing Address**

Tasmanian Residential Rental Property Owners  
Association

**Subscriptions****Canva Pro**

IAE1X1NCqFI

January 14, 2022

**A\$17.99**

**Paid with PayPal**

Your payment may be processed internationally. Additional bank fees may  
apply.

**Total**

**A\$17.99**

**A\$1.64**

**Total charged**

**A\$17.99**

Please retain for your records.

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110 Kippax St. Surry Hills NSW 2010 Australia

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## Tax Invoice

**Invoice Date**

December 14, 2021

**Invoice no.**

03268-38494902

**To**

Louise Elliot

**Billing Address**

Tasmanian Residential Rental Property Owners  
Association

**Subscriptions****Canva Pro**

iAEyd6-At2s

December 14, 2021

**A\$17.99**

**Paid with PayPal**

Your payment may be processed internationally. Additional bank fees may apply.

**Total**

Includes tax

Total charged

**A\$17.99**

**A\$1.64**

**A\$17.99**

Please retain for your records.

Canva Pty. Ltd. ABN 80 158 929 938, VAT EU372042198

110 Kippax St. Surry Hills NSW 2010 Australia

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## Tax Invoice

**Invoice Date**

November 14, 2021

**Invoice no.**

03238-26671416

**To**

Louise Elliot

**Billing Address**

Tasmanian Residential Rental Property Owners  
Association

**Subscriptions****Canva Pro**

IAEv73v\_21

November 14, 2021

**A\$17.99**

**Paid with PayPal**

Your payment may be processed internationally. Additional bank fees may apply.

**Total**

Includes tax

Total charged

**A\$17.99**

**A\$1.64**

**A\$17.99**

Please retain for your records.

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110 Kippax St. Surry Hills NSW 2010 Australia

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## Tax Invoice

**Invoice Date**

October 14, 2021

**Invoice no.**

03207-37807377

**To**

Louise Elliot

**Billing Address**

Tasmanian Residential Rental Property Owners  
Association

**Subscriptions****Canva Pro**

iAEsvyeKT3g

October 14, 2021

A\$17.99

**Paid with PayPal**

Your payment may be processed internationally. Additional bank fees may apply.

**Total**

Total charged

A\$17.99

A\$1.64

A\$17.99

Please retain for your records.

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110 Kippax St. Surry Hills NSW 2010 Australia

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# WINNING POST PRODUCTIONS

A.B.N. 31 126 637 367

38 Montpelier Retreat  
Battery Point TAS 7004

GPO Box 1100, Hobart TAS 7001

Invoice No.: 9333

Date: 20/06/2023

Your Ref: BRAD/LOUISE

Terms: Net

## TAX INVOICE

Tasmanian Residential Rental Property Owners Inc  
HOBART TAS 7000  
AUSTRALIA

### Delivery Address:

Tasmanian Residential Rental Property  
Owners Inc  
HOBART TAS 7000  
AUSTRALIA

QUANTITY	ITEM CODE	DESCRIPTION	UNIT PRICE EX	DISC	TOTAL PRICE EX
1	\ PROD	PRODUCE 30 SECOND MEMBERSHIP DRIVE TVC PRODUCTION AS QUOTED BY BEN	\$900.00		\$900.00

Subtotal: \$900.00

Freight (ex- \$0.00

GST: \$90.00

Total (inc-GST): \$990.00

Paid to Date: \$0.00

**Balance Due: \$990.00**

## How to Pay

For Credit Card Payment:  
To pay via MasterCard or Visa  
Call: 036231 1863

For Direct Deposit:  
BSB: 037 001  
Account: 522 192  
Bank: Westpac  
Payment reference: Invoice number



## WIN NETWORK PTY LIMITED

ABN No: 90 008 589 026

Locked Bag 8800  
WOLLONGONG NSW 2500

Friday, 26 May 2023

### Tasmanian Residential Rental Property Owners Inc (WWZN)

Reference for payment: Tasmanian Residential Rental Property Owners Inc (WWZN)

#### REQUEST FOR PAYMENT

Advertising	Airtime 2023	\$120.00
Production		\$0.00
+ 10% GST		\$12.00
<b>TOTAL OWING:</b>		<b>\$132.00</b>

**Terms:** This can be considered as an invoice for payment purposes only.  
A GST compliant system generated **TAX INVOICE** will be issued once these prepaid services have been provided.

Bank Details for Direct Debit. **Please quote business name for reference**

National Bank of Australia  
BSB 082-001  
Account Number 15-550-0093

Please send remittances to: [winar@winnetwork.com.au](mailto:winar@winnetwork.com.au)

Locked Bag 8800 Wollongong NSW 2500 Australia 02 4223 4399 [winnetwork.com.au](http://winnetwork.com.au) ABN 90 008 589 026





## WIN TELEVISION TAS PTY LIMITED

ABN No: 91 009 480 835

Locked Bag 8800  
WOLLONGONG NSW 2500

Friday, 26 May 2023

### Tasmanian Residential Rental Property Owners Inc (WWZN)

Reference for payment: Tasmanian Residential Rental Property Owners Inc (WWZN)

#### REQUEST FOR PAYMENT

Advertising	Airtime 2023	\$4,880.00
Production		
+ 10% GST		\$488.00
<b>TOTAL OWING:</b>		<b>\$5,368.00</b>

**Terms:** This can be considered as an invoice for payment purposes only.  
A GST compliant system generated **TAX INVOICE** will be issued once these prepaid services have been provided.

Bank Details for Direct Debit. **Please quote business name for reference**

National Bank of Australia  
BSB 087-007  
Account Number 643-706-963

Please send remittances to: [winar@winnetwork.com.au](mailto:winar@winnetwork.com.au)

144 Mythen Avenue, M4 St Thomas (Locked Bag 8800 Wollongong) NSW 2500 Australia 02 4223 4199 [win.tv.com.au](http://win.tv.com.au) ACN 009 539 026



**TAX INVOICE**  
ABN 45341841956

**Hadleys Hotel**  
34 Murray Street, Hobart TAS 7000  
Ph: (03) 6237 2999

Rental Owners Association

Arrival	11/05/2023
Departure	11/05/2023
Invoice #	4053216
Room #	
Voucher	
Voucher	

Date	Description	Reference	Comment	Amount
11/05/2023	Room Hire	GCCB 102509	Conference Room Hire - BOARDROOM	\$200.00
Printed: 22/05/2023 10:44				
Total				\$200.00
GST Included				\$18.18

I agree that I am personally liable for the payment of any charges incurred by or on behalf of myself and that if the person, company or association indicated by me as being responsible for payment of the above does not do so that my liability for such payment shall be joint and several with such person, company or association

\_\_\_\_\_  
Signature

**Payment Options:**

**Credit/ Debit Cards Accepted** (Pre Approved 30 day Trading Accounts may incur a surcharge)

**Direct Credit (EFT)**

**BANK :** ANZ Bank

**BSB:** 017-010

**ACCOUNT No:** 2853-13464

**BANK A/C NAME:** Hadleys Hotel Hobart Pty Ltd ATF Hadleys Unit Trust

Please send remittance to: [accounts@hadleyshotel.com.au](mailto:accounts@hadleyshotel.com.au)



Louise Elliot [REDACTED]

**Booking tomorrow rental owners association 10:30am**

1 message

Louise Elliot [REDACTED]

25 May 2023 at 13:23

To: devonport.library@libraries.tas.gov.au

Hi

Please find attached our liability insurance and association certificate for the Tasmanian Residential Rental Property Owners Association booking for tomorrow at 10:30am

Thank you

Louise Elliot

**2 attachments****certificate registration.pdf**

355K

**Renewal Invoice DEFT-Tasmanian Reside-183U823429BPK-634585.pdf**

234K

\$ 44



# Kingston Library Room Booking Confirmation

Inbox x

**Kingston Library Meeting Rooms** <kingston.library.meeting.rooms@libraries.tas.gov.au>

to me

Hello Louise

I am pleased to confirm your room booking at Kingston Library with the following details –

Organisation: Tasmanian Rental Owners Association

Date: Thursday 4 May, 2023

Location: B Block

Time: 12.:30 – 2:30pm

Cost: \$22.00

Please collect the Room Key at the time of payment at Kingston Library Front Desk on the day of your booking.

**Please note:**

As you are a not-for-profit organisation, you fall under our Community booking and are covered by Libraries Tasmania. You will therefore, not be required to provide a Certificate of Currency.

I have attached a map so that you are familiar with the site. Note that there is free parking accessible via Church Street.

If we can be of further assistance please contact me via email, or you can phone on 03 6165 6208.

Regards

Fil Wise

Customer Services Officer

Kingston Library | Libraries Tasmania

11 Hutchins Street | Kingston | Tasmania 7052

Ph (03) 6165 6208 | [www.libraries.tas.gov.au](http://www.libraries.tas.gov.au)

Libraries Tasmania recognises the deep histories and cultures of the Aboriginal people of lutruwita/Tasmania. We acknowledge Tasmanian Aboriginal people as the traditional and continuing custodians of the land, waters and sky. We pay respect to the Elders, past and present who hold the memories, traditions, culture and knowledge of Country. We extend our respect to all Aboriginal and Torres Strait Islander peoples whose Countries were never ceded.

**LIBRARIES  
TASMANIA**

State Library of Tasmania  
Tasmanian Archives  
Public Libraries  
Airport Library and Museum of Fine Arts



ASPIRATION - GROWTH - COURAGE - RESPECT





Louise Elliot [REDACTED]

**Fwd: Meeting room booking Rosny 4 May**

1 message

**Louise Elliot** [REDACTED]

To: rosny.library@libraries.tas.gov.au

27 March 2023 at 11:39

----- Forwarded message -----

From: **Louise Elliot** [REDACTED]

Date: Mon, 27 Mar 2023, 11:37 am

Subject: Meeting room booking Rosny 4 May

To: &lt;rosny.library@libraries.tas.gov.au&gt;

Hi

Please find attached booking form. We've requested certificate of currency for insurance and will provide asap.

Thank you

Louise Elliot

**2 attachments****20230327\_113610.jpg**  
987K

\$ 22

**20230327\_113324.jpg**  
1005K



Invoice No. 2185776  
Customer No. 22860112  
Invoice Date 20-JAN-22  
Sales Order No. 2077513901  
Sales Order Date 20-JAN-22  
Purchase Order No.  
Job or Project Title  
Ordered By  
Client TRRPO  
Promotion

Bill To  
Louise Elliot  
TRRPO  
[REDACTED]  
Australia  
[REDACTED]

**Invoice To**

Louise Elliot  
TRRPO  
[REDACTED]  
Australia

Sales Person GETTYIMAGES  
Getty Images ABN No. ABN 30 119 471 671  
Payment Terms IMMEDIATE  
Tracking Number 0  
Shipping Method  
Date Shipped  
Ship To Contact Louise Elliot  
Due Date 20-JAN-22

"This order is subject to the license agreement and other terms and conditions agreed to when the order was placed. If you have any questions about the license terms, please contact your local Getty Images office and reference the website where the order was placed.  
Getty Images Sales Australia Pty Ltd  
Level 6, 182 Blues Point Road, McMahon's Point NSW 2060  
Sales 1800 500 141 ; Accounts 61 2 9004 2209"

Invoice reflects order placed on iStock.com

Line No.	Description	Ordered & Delivered	Unit Price	Extended Price	Tax Rate
1	SUBISTOCK1M50 iStock Essentials 50 – 1 Month (50 dl)  Resolution: Full Duration: 1 Month Start Date: 2022-01-20 15:59:58.000 End Date: 2022-02-20 15:59:58.000	1	100.00	100.00	10%
	Tax AUGST 10.00		100.00@ 10%		
Sub Total	Tax	Total	Paid/Credited	AUD	Total Due
100.00	10.00	110.00	0.00		110.00

Remit To  
Getty Images Sales Australia Pty Ltd  
Level 6, 182 Blues Point Road  
McMahon's Point NSW 2060  
Sales 1800 500 141  
Accounts 61 2 9004 2209  
Fax: 61-2-9004-2213/ 61-2- 9439- 0476  
ABN 30 119 471 671

**Total Due AUD 110.00**

Due Date 20-JAN-22  
Payment Terms IMMEDIATE

Bank Transfers To  
Bank of America  
BSB: 232-001  
A/C#: 14650012

Please email remittances to  
financeaus@gettyimages.com

Pay by Credit Card  
<https://www.istockphoto.com/au/pay-invoice>

Customer No. 22860112  
Invoice No. 2185776  
Invoice Date 20-JAN-22  
Sales Order No. 2077513901  
Sales Order Date 20-JAN-22  
Purchase Order No.





## Receipt for Louise Elliot

Account ID: 500873461025279

Invoice/Payment Date  
Jun 28, 2023, 11:54 AM

Payment method  
MasterCard · 8065  
Reference Number: FTU57SFRL2

Transaction ID  
6381488748632524-12631694

Product Type  
Meta ads

Paid

**\$7.51 AUD**

You requested this manual payment.

### Campaigns

Post: "LANDLORD SURVEY!"

From Jun 27, 2023, 10:00 PM to Jun 28, 2023, 11:54 AM

**\$7.51**

Post: "LANDLORD SURVEY!"

198 Impressions

**\$7.51**

Meta Platforms Ireland Limited  
Merrion Road  
Dublin 4  
D04 X2K5  
Ireland  
ABN 14 377 159 059



Australia  
ABN: 66746763346



Account ID: 500873461025279

Page 24

Australia  
ABN 66746763346

Receipt for Louise Elliot  
Account ID: 500873461025279

Invoice/Payment Date  
Jun 7, 2023, 5:53 AM

Payment method  
MasterCard · 8065  
Reference Number: Z3YUGRFL2

Transaction ID  
6303621296419270-12482923

Product Type  
Meta ads

Campaigns

Post: "Join the Tasmanian Residential Rental Property..."  
From May 17, 2023, 12:00 AM to May 24, 2023, 11:59 PM

Post: "Join the Tasmanian Residential Rental Property..."

Page 18

141,919 Impressions

Meta License - PPL 2019 V1.0

Page 20

Meta Platforms Ireland Limited  
Merrion Road  
Dublin 4  
D04 X2K5  
Ireland  
ABN 14 377 159 059

SCHEDULE 2: CONDITION REPORT

DWELLING ADDRESS:

FAIR	GOOD	POOR	Contents	Landlord Comments	Tenant Comments
			Living Room:	Paid	
			Doors/walls	\$600.00 AUD	
			sliding windows/screens	Ad spend since May 17, 2023.	
			blinds		
			ceiling		
			light fitting		
			floor covering		
			TV power point		
			Kitchen:		
			Doors/walls		
			floor covering		
			sink/stops		
			bench top/sitting		
			cupboard/drawers		

FAIR	GOOD	POOR	Contents	Landlord Comments	Tenant Comments
			cooktop / stove/top / oven		
			Bathroom/Toilet:		
			doors/walls		
			windows/screens		
			ceiling		
			exhaust fan		
			light fittings		
			floor covering		
			shower/curtain		
			sink/lap/sanity		
			mirror		
			towel/rail/rails		
			toilet		
			power points		

Australia  
ABN: 66746763346



# Invoice

**zoom**

Zoom Video Communications Inc.  
55 Almaden Blvd, 6th Floor  
San Jose, CA 95118

Invoice Date: Oct 27, 2021  
Invoice #: INV114978209  
Payment Terms: Due Upon Receipt  
Due Date: Oct 27, 2021  
Account Number: 3015080204  
Currency: AUD  
Account Information: TRRPO

Purchase Order Number:

Sold To Address:

[REDACTED]

Australia

Customer GST/Tax Number:

Zoom W-9

Bill To Address:

[REDACTED]

Australia

*Zoom total  
\$254.82*

## Charge Details

CHARGE DESCRIPTION	SUBSCRIPTION PERIOD	SUBTOTAL	TAXES, FEES & OTHER CHARGES	TOTAL
Charge Name: Standard Pro Monthly				
Quantity: 1 Unit Price: AUD20.99	Oct 27, 2021-Nov 26, 2021	AUD20.99	AUD2.10	AUD23.09
Subtotal				AUD20.99
Total (Including Tax)				AUD23.09
Invoice Balance				AUD0.00

## Taxes, Fees & Other Charge Details

CHARGE NAME	TAX, FEE OR SURCHARGE NAME	JURISDICTION	CHARGE AMOUNT	TAX, FEE OR OTHER CHARGE AMOUNT
Standard Pro Monthly	Goods and Service Tax (GST) 10.000%	Federal	AUD20.99	AUD2.10

# Invoice



Zoom Video Communications Inc.  
55 Almaden Blvd, 6th Floor  
San Jose, CA 95119

Invoice Date: Nov 27, 2021  
Invoice #: INV120070806  
Payment Terms: Due Upon Receipt  
Due Date: Nov 27, 2021  
Account Number: 3015080204  
Currency: AUD  
Account Information: TRRPO

Purchase Order Number:

Sold To Address:

[REDACTED]  
Australia

[REDACTED]

Customer GST/Tax Number:

Zoom W-9

Bill To Address:

[REDACTED]  
Australia

[REDACTED]

## Charge Details

CHARGE DESCRIPTION	SUBSCRIPTION PERIOD	SUBTOTAL	TAXES, FEES & OTHER CHARGES	TOTAL
Charge Name: Standard Pro Monthly				
Quantity: 1 Unit Price: AUD20.99	Nov 27, 2021-Dec 26, 2021	AUD20.99	AUD2.10	AUD23.09
Subtotal				AUD20.99
Total (Including Tax)				AUD23.09
Invoice Balance				AUD0.00

## Taxes, Fees & Other Charge Details

CHARGE NAME	TAX, FEE OR SURCHARGE NAME	JURISDICTION	CHARGE AMOUNT	TAX, FEE OR OTHER CHARGE AMOUNT
Standard Pro Monthly	Goods and Service Tax (GST) 10.000%	Federal	AUD20.99	AUD2.10

# Invoice

zoom

Zoom Video Communications Inc.  
55 Almaden Blvd, 6th Floor  
San Jose, CA 95113

Invoice Date: Dec 27, 2021  
Invoice #: INV124955604  
Payment Terms: Due Upon Receipt  
Due Date: Dec 27, 2021  
Account Number: 3015080204  
Currency: AUD  
Account Information: TRRPO

Sold To Address:



Australia



Bill To Address:



Australia



Purchase Order Number:

Customer GST/Tax Number:

Zoom W-9

## Charge Details

CHARGE DESCRIPTION	SUBSCRIPTION PERIOD	SUBTOTAL	TAXES, FEES & OTHER CHARGES	TOTAL
Charge Name: Standard Pro Monthly				
Quantity: 1 Unit Price: AUD20.99	Dec 27, 2021-Jan 26, 2022	AUD20.99	AUD2.10	AUD23.09

Subtotal AUD20.99

Total (Including Tax) AUD23.09

Invoice Balance AUD0.00

## Taxes, Fees & Other Charge Details

CHARGE NAME	TAX, FEE OR SURCHARGE NAME	JURISDICTION	CHARGE AMOUNT	TAX, FEE OR OTHER CHARGE AMOUNT
Standard Pro Monthly	Goods and Service Tax (GST) 10.000%	Federal	AUD20.99	AUD2.10



# Invoice

zoom

Zoom Video Communications Inc.  
55 Almaden Blvd, 6th Floor  
San Jose, CA 95113

Invoice Date: Jan 27, 2022  
Invoice #: INV130184106  
Payment Terms: Due Upon Receipt  
Due Date: Jan 27, 2022  
Account Number: 3015080204  
Currency: AUD  
Account Information: TRRPO

Purchase Order Number:

Sold To Address:

Australia

Customer GST/Tax Number:

Zoom W-9

Bill To Address:

Australia

## Charge Details

CHARGE DESCRIPTION	SUBSCRIPTION PERIOD	SUBTOTAL	TAXES, FEES & OTHER CHARGES	TOTAL
Charge Name: Standard Pro Monthly				
Quantity: 1 Unit Price: AUD20.99	Jan 27, 2022-Feb 26, 2022	AUD20.99	AUD2.10	AUD23.09
Subtotal				AUD20.99
Total (Including Tax)				AUD23.09
Invoice Balance				AUD0.00

## Taxes, Fees & Other Charge Details

CHARGE NAME	TAX, FEE OR SURCHARGE NAME	JURISDICTION	CHARGE AMOUNT	TAX, FEE OR OTHER CHARGE AMOUNT
Standard Pro Monthly	Goods and Service Tax (GST) 10.000%	Federal	AUD20.99	AUD2.10

# Invoice

zoom

Zoom Video Communications Inc.  
55 Almaden Blvd, 6th Floor  
San Jose, CA 95113

Invoice Date: Jul 12, 2022  
Invoice #: INV157201895  
Payment Terms: Due Upon Receipt  
Due Date: Jul 12, 2022  
Account Number: 3015080204  
Currency: AUD  
Account Information: TRRPO

Sold To Address:

[REDACTED]  
Australia

Purchase Order Number:

Customer GST/Tax Number:

Bill To Address:

[REDACTED]  
Australia  
[REDACTED]

Zoom W-9

## Charge Details

CHARGE DESCRIPTION	SUBSCRIPTION PERIOD	SUBTOTAL	TAXES, FEES & SURCHARGES	TOTAL
Charge Name: Zoom One Pro Monthly				
Quantity: 1 Unit Price: AUD20.99	Jul 12, 2022-Aug 11, 2022	AUD20.99	AUD2.10	AUD23.09
Subtotal				AUD20.99
Total (Including Taxes, Fees & Surcharges)				AUD23.09
Invoice Balance				AUD0.00

## Taxes, Fees & Surcharge Details

CHARGE NAME	TAX, FEE OR SURCHARGE NAME	JURISDICTION	CHARGE AMOUNT	TAX, FEE OR SURCHARGE AMOUNT
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# Invoice

zoom

Zoom Video Communications Inc.  
55 Almaden Blvd, 6th Floor  
San Jose, CA 95113

Invoice Date: Aug 12, 2022  
Invoice #: INV161753990  
Payment Terms: Due Upon Receipt  
Due Date: Aug 12, 2022  
Account Number: 3015080204  
Currency: AUD  
Account Information: TRRPO

Sold To Address:



Australia

Purchase Order Number:

Customer GST/Tax Number:

Bill To Address:



Australia

Zoom W-9

## Charge Details

CHARGE DESCRIPTION	SUBSCRIPTION PERIOD	SUBTOTAL	TAXES, FEES & SURCHARGES	TOTAL
Charge Name: Zoom One Pro Monthly Quantity: 1 Unit Price: AUD20.99	Aug 12, 2022-Sep 11, 2022	AUD20.99	AUD2.10	AUD23.09
Subtotal				AUD20.99
Total (Including Taxes, Fees & Surcharges)				AUD23.09
Invoice Balance				AUD0.00

## Taxes, Fees & Surcharge Details

CHARGE NAME	TAX, FEE OR SURCHARGE NAME	JURISDICTION	CHARGE AMOUNT	TAX, FEE OR SURCHARGE AMOUNT
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# Invoice

zoom

Zoom Video Communications Inc.  
55 Almaden Blvd, 6th Floor  
San Jose, CA 95113

Invoice Date: Sep 12, 2022  
Invoice #: INV166280634  
Payment Terms: Due Upon Receipt  
Due Date: Sep 12, 2022  
Account Number: 3015080204  
Currency: AUD  
Account Information: TRRPO

Sold To Address:

Australia

Purchase Order Number:

Customer GST/Tax Number:

Bill To Address:

Australia

Zoom W-9

## Charge Details

CHARGE DESCRIPTION	SUBSCRIPTION PERIOD	SUBTOTAL	TAXES, FEES & SURCHARGES	TOTAL
Charge Name: Zoom One Pro Monthly				
Quantity: 1 Unit Price: AUD20.99	Sep 12, 2022-Oct 11, 2022	AUD20.99	AUD2.10	AUD23.09
Subtotal				AUD20.99
Total (Including Taxes, Fees & Surcharges)				AUD23.09
Invoice Balance				AUD0.00

## Taxes, Fees & Surcharge Details

CHARGE NAME	TAX, FEE OR SURCHARGE NAME	JURISDICTION	CHARGE AMOUNT	TAX, FEE OR SURCHARGE AMOUNT
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# Invoice

zoom

Zoom Video Communications Inc.  
55 Almaden Blvd. 6th Floor  
San Jose, CA 95113

Invoice Date: Oct 12, 2022  
Invoice #: INV170826342  
Payment Terms: Due Upon Receipt  
Due Date: Oct 12, 2022  
Account Number: 3015080204  
Currency: AUD  
Account Information: TRRPO

Sold To Address:

Australia

Purchase Order Number:

Customer GST/Tax Number:

Bill To Address:

Australia

Zoom W-9

## Charge Details

CHARGE DESCRIPTION	SUBSCRIPTION PERIOD	SUBTOTAL	TAXES, FEES & SURCHARGES	TOTAL
Charge Name: Zoom One Pro Monthly Quantity: 1 Unit Price: AUD20.99	Oct 12, 2022-Nov 11, 2022	AUD20.99	AUD2.10	AUD23.09
Subtotal				AUD20.99
Total (Including Taxes, Fees & Surcharges)				AUD23.09
Invoice Balance				AUD0.00

## Taxes, Fees & Surcharge Details

CHARGE NAME	TAX, FEE OR SURCHARGE NAME	JURISDICTION	CHARGE AMOUNT	TAX, FEE OR SURCHARGE AMOUNT
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# Invoice

zoom

Zoom Video Communications Inc.  
55 Almaden Blvd. 6th Floor  
San Jose, CA 95113

Invoice Date: Nov 12, 2022  
Invoice #: INV175307584  
Payment Terms: Due Upon Receipt  
Due Date: Nov 12, 2022  
Account Number: 3015080204  
Currency: AUD  
Account Information: TRRPO

Sold To Address: [REDACTED]  
Australia

Purchase Order Number:

Customer GST/Tax Number:

Bill To Address: [REDACTED]  
Australia

Zoom W-9

## Charge Details

CHARGE DESCRIPTION	SUBSCRIPTION PERIOD	SUBTOTAL	TAXES, FEES & SURCHARGES	TOTAL
Charge Name: Zoom One Pro Monthly				
Quantity: 1 Unit Price: AUD20.99	Nov 12, 2022-Dec 11, 2022	AUD20.99	AUD2.10	AUD23.09
Subtotal				AUD20.99
Total (Including Taxes, Fees & Surcharges)				AUD23.09
Invoice Balance				AUD0.00

## Taxes, Fees & Surcharge Details

CHARGE NAME	TAX, FEE OR SURCHARGE NAME	JURISDICTION	CHARGE AMOUNT	TAX, FEE OR SURCHARGE AMOUNT
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# Invoice

**zoom**

Zoom Video Communications Inc.  
55 Almaden Blvd, 6th Floor  
San Jose, CA 95113

Invoice Date: May 20, 2023  
Invoice #: INV202954043  
Payment Terms: Due Upon Receipt  
Due Date: May 20, 2023  
Account Number: 3015080204  
Currency: AUD  
Payment Method: MasterCard \*\*\*\*\*8065  
Account Information: TRRPO

Purchase Order Number:

Customer GST/Tax Number:

Zoom W-9

Sold To Address:



Australia



Bill To Address:



Australia



## Charge Details

CHARGE DESCRIPTION	SUBSCRIPTION PERIOD	SUBTOTAL	TAXES, FEES & SURCHARGES	TOTAL
Charge Name: Zoom One Pro - Discount				
Discount: 50.00%				
Notes: Proration credit for products are applied at MSRP, hence you see this prorated discount charge to provide net credit.				
Charge Name: Zoom One Pro Monthly				
Quantity: 1 Unit Price: AUD22.39				
	May 20, 2023 - Jun 19, 2023	AUD-11.20	AUD-1.12	<b>AUD-12.32</b>
	May 20, 2023 - Jun 19, 2023	AUD22.39	AUD2.24	<b>AUD24.63</b>
			Subtotal	<b>AUD11.19</b>

# Invoice



Zoom Video Communications Inc.  
55 Almaden Blvd, 6th Floor  
San Jose, CA 95113

Invoice Date: Apr 20, 2023  
Invoice #: INV198593010  
Payment Terms: Due Upon Receipt  
Due Date: Apr 20, 2023  
Account Number: 3015080204  
Currency: AUD  
Payment Method: MasterCard \*\*\*\*\*8065  
Account Information: TRRPO

Purchase Order Number:

Customer GST/Tax Number:

[Zoom W-9](#)

Sold To Address:



Australia



Bill To Address:



Australia



## Charge Details

CHARGE DESCRIPTION	SUBSCRIPTION PERIOD	SUBTOTAL	TAXES, FEES & SURCHARGES	TOTAL
Charge Name: Zoom One Pro - Discount				
Discount: 50.00%				
Notes: Proration credit for products are applied at MSRP, hence you see this prorated discount charge to provide net credit.				
	Apr 20, 2023 - May 19, 2023	AUD-11.20	AUD-1.12	<b>AUD-12.32</b>
Charge Name: Zoom One Pro Monthly				
Quantity: 1 Unit Price: AUD22.39	Apr 20, 2023 - May 19, 2023	AUD22.39	AUD2.24	<b>AUD24.63</b>
			Subtotal	<b>AUD11.19</b>



# Invoice



Zoom Video Communications Inc.  
55 Almaden Blvd, 6th Floor  
San Jose, CA 95113

Invoice Date: Jun 20, 2023  
Invoice #: INV207269958  
Payment Terms: Due Upon Receipt  
Due Date: Jun 20, 2023  
Account Number: 3015080204  
Currency: AUD  
Payment Method: MasterCard \*\*\*\*\*8065  
Account Information: TRRPO

Purchase Order Number:  
Customer GST/Tax Number:

Zoom W-9

Sold To Address: [Redacted]  
Australia

[Redacted]

Bill To Address: [Redacted]  
Australia

[Redacted]

## Charge Details

CHARGE DESCRIPTION	SUBSCRIPTION PERIOD	SUBTOTAL	TAXES, FEES & SURCHARGES	TOTAL
Charge Name: Zoom One Pro Monthly				
Quantity: 1 Unit Price: AUD22.39	Jun 20, 2023 - Jul 19, 2023	AUD22.39	AUD2.24	AUD24.63
			Subtotal	AUD22.39
		Total (Including Taxes, Fees & Surcharges)		AUD24.63
			Invoice Balance	AUD0.00

## Taxes, Fees & Surcharge Details

Louise Elliot, President  
Bradley Goldsmith, Treasurer  
Tasmanian Residential Rental Property Owners Association

via email: [REDACTED]

Dear Ms Elliot and Mr Goldsmith

**Re: GRANT DEED DEPARTMENT OF JUSTICE AND TASMANIAN RESIDENTIAL RENTAL PROPERTY OWNERS INC**

I am writing to you in relation to the \$100,000.00 Grant awarded to your organisation, the Tasmanian Residential Rental Property Owners Association Inc (TRRPO), in October 2021, by the Crown in Right of Tasmania, represented by the Department of Justice. As part of the Grant, the TRRPO committed to several conditions in return for the financial support of Tasmanian public funds.

Accordingly, I am now requesting information, documentation and copies of invoices, receipts and transactions demonstrating the TRRPO has met these conditions as set out in Item 11 (clause 7.2) of the Grant Deed (included with this letter for your information and reference).

In order to satisfy the conditions of the Grant, I require that you provide the following information to me:

- Copies and details of the education program developed by the TRRPO, which focused on improving and educating property owners regarding their obligations under relevant tenancy and discrimination legislation;
- Copies of the documentation and toolkit developed by the TRRPO comprising templates relevant to residential tenancies, including lease agreements, ingoing and outgoing condition reports, rental application forms etc;
- A report summarising the activities of the TRRPO enabled by the Grant including:
  - Copies of all receipts, invoices, work orders, transactions etc demonstrating the costs incurred in developing the education programs, documentation and toolkits;
  - Copies of all receipts, invoices, work orders, transactions etc demonstrating the costs incurred for procuring legal advice, marketing and/or relevant expertise in order to provide the goods and services supplied by the TRRPO to its members;
  - Copies of all receipts, invoices, work orders, transactions etc demonstrating the costs incurred for the provision of advice to TRRPO members;
  - Copies of all receipts, invoices, work orders, transactions etc demonstrating the costs incurred by the TRRPO for promoting the Association with the intention of growing your membership;

- Any other documentation you believe demonstrates the outcomes achieved by the TRRPO by utilising the Grant funds to improve the knowledge, education and capabilities of your members and other owners of rental properties in Tasmania.

I require this information be provided to me by no later than **5pm Monday 22 May 2023**.

You are obliged to provide the above information by the due date in order to comply with the terms of the Grant.

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Ross Smith', written over a horizontal line.

Ross Smith

**Deputy Secretary, Regulation and Service Delivery**

[ May 2023

Critical Date:

APPROVED / NOT APPROVED / NOTED

SIGNED:

DATE:

**Departmental Minute to Deputy Secretary,  
Regulation and Service Delivery**

**Tasmanian Residential Rental Property Owners Association (TRRPO) – Acquittal of  
Grant Deed Funding**

*Comments:*

**RECOMMENDATION:**

That you:

1. Note the contents of this Minute; and
2. Approve the request by the TRRPO to extend the terms of the Grant Deed, for an initial period of three months; and
3. Approve the Acting Executive Director, as your nominee under the provisions of the Grant Deed, to engage with the TRRPO regarding an extension of the term of the Deed to complete the *Approved Purpose* and the potential requirement for the repaying of the unexpended funds.

**KEY ISSUES:**

1. On 4 October 2021, on behalf of the Crown in the Right of Tasmania, you signed a Deed with the Tasmanian Residential Rental Property Owners Association Inc (TRRPO) for Grant funding of \$100,000 payable over two financial years, 2021-22 and 2022-23 (Attachment 1).
2. Under the terms of the Deed, conditions are to be met by the TRRPO and a reporting and acquittal process is required (Item 11 (clause 7.2) of the Deed), prior to the payment of the final instalment of \$25,000.

3. You wrote to the TRRPO on 1 May 2023 requesting information to support the acquittal of Grant funds under the terms of the Deed. The TRRPO provided their response on 16 May 2023.
4. Following an audit conducted by CBOS of the report and information provided by the TRRPO, it has been determined that the Grant funds provided to date have not been expended in full, nor has the *Approved Purpose* been completed in full. The TRRPO are seeking a full 12 month extension of the term of the Deed (to 30 June 2024) to fully expend the \$75,000 provided to date under the Deed and to complete the *Approved Purpose*.

## **BACKGROUND:**

### **Documentation required under Item 11 (clause 7.2) of the Deed**

- Copies and details of the education program developed by the TRRPO, which focused on improving and educating property owners regarding their obligations under relevant tenancy and discrimination legislation;
- Copies of the documentation and toolkit developed by the TRRPO comprising templates relevant to residential tenancies, including lease agreements, ingoing and outgoing condition reports, rental application forms etc;
- A report summarising the activities of the TRRPO enabled by the Grant including:
  - Copies of all receipts, invoices, work orders, transactions etc demonstrating the costs incurred in developing the education programs, documentation and toolkits;
  - Copies of all receipts, invoices, work orders, transactions etc demonstrating the costs incurred for procuring legal advice, marketing and/or relevant expertise in order to provide the goods and services supplied by the TRRPO to its members;
  - Copies of all receipts, invoices, work orders, transactions etc demonstrating the costs incurred for the provision of advice to TRRPO members;
  - Copies of all receipts, invoices, work orders, transactions etc demonstrating the costs incurred by the TRRPO for promoting the Association with the intention of growing your membership;
- Any other documentation the TRRPO believes demonstrates the outcomes achieved by the TRRPO by utilising the Grant funds to improve the knowledge, education and capabilities of their members and other owners of rental properties in Tasmania.
- Under the provisions of clause 6.1 (Repayment any unexpended part of Grant) of the Deed, the TRRPO are required to provide written notification if any part of the Grant has not been expended and they are to repay the unexpended funds to the Crown.

## Acquittal of Grant funds to date

- The TRRPO has been provided with a total of \$75,000 of the Grant funds to date. They have expended in the order of \$35,417. They have budgeted \$36,800 if their request for an additional year is granted to complete the *Approved Purpose*.
- The audit conducted by CBOS confirms that \$35,417 has been expended by the TRRPO at the time the report was provided to CBOS on 16 May 2023. There were minor discrepancies between some costs outlined in the TRRPO report and actual invoices where payments related to conversion of United States (US) dollars to Australian dollars. The aggregate dollar amount of those discrepancies is minor and not of concern.
- The TRRPO has provided budgeted costs totalling \$36,800 if the Deed is extended for a further twelve months and they have indicated they will not seek the final instalment of \$25,000 on top of the funds they have received to date.

## Identified Concerns

- An amount of \$2,783 is unaccounted for through the provision of receipts, invoices or other type of documentation provided by the TRRPO in their report of 16 May 2023.
- There is significant concern regarding a potential conflict of interest and breach of clause 4.3 in relation to Grant funds paid to 'Elliot Consulting'. Elliot Consulting is a commercial business of Louise Elliot, President of the TRRPO. The breakdown of the two invoices paid to Elliot Consulting is as follows:
  - \$4,410 for research, copywriting and development of e-learning modules. These costs are for a total of 42 hours charged at \$105 per hour.
  - \$1,962.50 to deliver 14 x 90 minute information sessions for prospective and current members. The schedule includes eleven in-person sessions state-wide and three online sessions in April, May and June 2023. In addition, the costs associated with travel to the North, North West and East Coast regions from Hobart are included. Each information session is charged at \$75 per hour. Travel time was charged at 10 hours at \$50 per hour. Noting that some of these sessions had not yet been delivered at the time the invoice was paid on 1 May 2023.
- Concerns about payments to Page Seager for the '*provision of legal expertise direct to member*'. These include:
  - \$1,650 monthly retainer for Page Seager. An invoice has been provided for 27 April 2023, however, it states '*to our professional fees as per the attached schedule*'. A schedule was not included in the documentation provided by the TRRPO. In addition, the breakdown of expenditure provided by the TRRPO in relation to payments to Page Seager, state three payments of \$1,650 each but states that invoices are not yet available for May and June 2023. It is noted that supporting documentation of the funds spent on a legal retainer to date (Page Seager), and in the absence of the Schedule, does not provide any detail of the volume or type of legal advice that has been provided to members on an ongoing monthly basis.

- Additional concerns relate to the proposed budgeted expenditure if the term of the Deed is extended. Those concerns include the following:
  - \$19,800 budgeted as a \$1,650 monthly retainer to Page Seager for ‘*provision of legal expertise direct to member*’. This appears excessive given the funds spent to date on legal fees and given that the provision of advice services to individual owners is to address issues in residential tenancies with the view to resolving issues before they escalate, resulting in evictions; and
  - \$17,000 budgeted for various types of promotion through radio, print and social media.

### **Supporting documentation**

- Other documentation provided by the TRRPO supports the expenditure outlined in their report (Attachment 2). With the exception of the promotion of the Association, the documentation provided demonstrates the fulfilment of a number of the requirements of the ‘*Approved Purpose*’ under the terms of the Deed.

### **Date for completion of the Approved Purpose**

- Under the provisions of Item 9 (clause 4.4) of the Deed, the date of completion of the *Approved Purpose* is 30 June 2023.
- Clause 4.5 of the Deed states that the Recipient must complete the *Approved Purpose* by the date shown in Item 9 (30 June 2023) or such later date, if any, approved in writing by the Grantor (the Crown).
- Under the provisions of clause 6.1 (Repayment any unexpended part of Grant) of the Deed, the TRRPO are required to provide written notification if any part of the Grant has not been expended and they are to repay the unexpended funds to the Crown.

### **Recommendation**

- Given that additional information is required from the TRRPO to ensure compliance with the existing Grant Deed, it is recommended that you approve an extension of the term of the Deed to 30 September 2023.
- Additionally, it is recommended you permit the Acting Executive Director, CBOS to represent you in dealings with the TRRPO on behalf of the Crown regarding the Terms of the Grant Deed.

Narelle Butt  
**A/Executive Director**  
 Consumer, Building and Occupational Services

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Prepared by:	Dave Tilley	Cleared by:	Narelle Butt
Position:	A/Director, Policy and Stakeholder Engagement	Position:	A/Executive Director, CBOS
Phone:	6165 3427	Phone:	0438 231 270
Date:	26 June 2023	Date:	June 2023

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**Attachments:**

1. Grant Deed – TRRPO
2. Draft Letter from Deputy Secretary to TRRPO approving an extension to the Terms of the Grant
3. TRRPO – Grant Deed Information Request – Association Response – 16 May 2023



# Department of Justice

Consumer, Building and Occupational Services

Office of the Secretary  
GPO Box 825  
HOBART TAS 7001

Phone 03 1300 654 499  
Email [cbos.info@justice.tas.gov.au](mailto:cbos.info@justice.tas.gov.au) Web [www.justice.tas.gov.au](http://www.justice.tas.gov.au)



Ms Louise Elliot, President  
Mr Bradley Goldsmith, Treasurer  
Tasmanian Residential Rental Property Owners Association

Via email: [REDACTED]  
[REDACTED]

Dear Ms Elliot and Mr Goldsmith

I am writing to you in relation to the \$100,000 Grant awarded to your organisation, the Tasmanian Residential Rental Property Owners Association Inc (TRRPO) in October 2021, by the Crown in Right of Tasmania, represented by the Department of Justice. As part of the Grant Deed, the TRRPO committed to several conditions in return for the financial support of Tasmanian public funds.

Thank you for your response dated 16 May 2023 to my request for information, under the terms of the Grant Deed.

I note your request for an extension of the term of the Grant Deed to 30 June 2024. I wish to advise that I have approved an extension of the term of your Deed to 30 September 2023, a period of three months. I am advised by the Acting Executive Director of Consumer, Building and Occupational Services (CBOS) that additional information is required regarding expenditure to date and this extension period will allow sufficient time to seek and make an assessment of that information and consider whether the term of the Deed will be extended beyond 30 September 2023 in order for the TRRPO to fulfil the *Approved Purpose* obligations under the Deed.

The audit conducted by CBOS confirms that \$35,417 has been expended by the TRRPO at the time the report was provided to CBOS on 16 May 2023. I note there were minor discrepancies between some costs outlined in the TRRPO report and actual invoices where payments related to conversion of United States (US) dollars to Australian dollars. The aggregate dollar amount of those discrepancies is minor and not of concern.

A number of issues have been identified which I require further information on, in order to determine whether the expenditure is in line with the *Approved Purpose* of the Deed, specifically;

- An amount of \$2,783 is unaccounted for through the provision of receipts, invoices or other type of documentation provided by the TRRPO in the report of 16 May 2023.
- Further information relating to Grant funds paid to 'Elliot Consulting' is required. The breakdown of the two invoices paid to Elliot Consulting is as follows:

- \$4,410 for research, copywriting and development of e-learning modules. These costs are for a total of 42 hours charged at \$105 per hour.
- \$1,962.50 to deliver 14 x 90 minute information sessions for prospective and current members. The schedule includes eleven in-person sessions state-wide and three online sessions in April, May and June 2023. In addition, the costs associated with travel to the North, North West and East Coast regions from Hobart are included. Each information session is charged at \$75 per hour. Travel time was charged at 10 hours at \$50 per hour. Noting that some of these sessions had not yet been delivered at the time the invoice was paid on 1 May 2023.
- Further information relating to the engagement of Page Seager for the '*provision of legal expertise direct to member*'. These include:
  - \$1,650 monthly retainer for Page Seager. An invoice has been provided dated 27 April 2023, however, it states '*to our professional fees as per the attached schedule*'. A schedule was not included in the documentation provided. In addition, the breakdown of expenditure provided in relation to payments to Page Seager, state three payments of \$1,650 each but states that invoices are not yet available for May and June 2023. It is noted that supporting documentation of the funds spent on a legal retainer to date (Page Seager), and in the absence of the Schedule, does not provide any detail of the volume or type of legal advice that has been provided to members on an ongoing monthly basis.
- Further information is required regarding the proposed budgeted expenditure in the event the term of the Deed is extended. Those concerns include the following:
  - \$19,800 budgeted as a \$1,650 monthly retainer to Page Seager for '*provision of legal expertise direct to member*'. This amount appears high given the funds spent to date on legal fees and given that the provision of advice services to individual owners is to address issues in residential tenancies with the view to resolving issues before they escalate, resulting in evictions; and
  - \$17,000 budgeted for various types of promotion through radio, print and social media.

I would appreciate you providing the information regarding the above matters by COB 31 August 2023.

Should you have any questions regarding this, I encourage you to contact the Acting Executive Director, Ms Narelle Butt by email at [cbos.executive@justice.tas.gov.au](mailto:cbos.executive@justice.tas.gov.au).

Yours sincerely

Ross Smith  
**Deputy Secretary, Regulation and Service Delivery**

Critical Date:

APPROVED / NOT APPROVED / NOTED

SIGNED:

DATE:

## **Briefing Note for the Minister for Workplace Safety and Consumer Affairs**

### **Tasmanian Residential Rental Property Owners Association – Acquittal of Grant Deed Funding**

*Minister's notation:*

**PURPOSE:** To advise you of the:

1. outcome of the audit and acquittal process of the grant funds provided to the Tasmanian Residential Property Owners Association conducted by CBOS; and
2. decision to not extend the grant funding and seek the return of unspent grant funds.

**KEY ISSUES:**

1. On 4 October 2021, the Crown through the Deputy Secretary, Regulation and Service Delivery, signed a Deed with the Tasmanian Residential Rental Property Owners Association Inc (the Association) for grant funding of \$100,000.
2. Under the terms of the Grant Deed, certain conditions were required to be met by the Association, including a reporting and acquittal process.
3. Following an audit by the Department, it has determined that the Association has not met all of the conditions of the Grant Deed and the Department is now seeking the return to the Crown of unspent funds.

## **BACKGROUND:**

- On 4 October 2021, on behalf of the Crown in the Right of Tasmania, the Department of Justice, through the Deputy Secretary, Regulation and Service Delivery, signed a Deed with the Tasmanian Residential Rental Property Owners Association Inc (the Association) for grant funding of \$100,000 payable over two financial years, 2021-22 and 2022-23 respectively.
- Under the terms of the Grant Deed, conditions were to be met by the Association and a reporting and acquittal process was required (Item 11 (clause 7.2) of the Deed), prior to the payment of the final instalment of \$25,000.
- The Deputy Secretary wrote to the Association on 1 May 2023 requesting information to support the acquittal of grant funds under the terms of the Grant Deed. The Association provided their response on 16 May 2023 and advised the Deputy Secretary that they would not be seeking payment of the final instalment of \$25,000. The Deputy Secretary also wrote to the Association on 16 August 2023 seeking further information in support of the Association's reconciliation of the Grant funds provided to date. The Association provided their response on 28 August 2023.
- Following an audit conducted by CBOS of the information provided by the Association on 16 May 2023 and 28 August 2023, it was determined that the grant funds provided to date have not been expended in full, nor has the 'Approved Purpose' under the terms of the Grant Deed, been completed in full.
- The Deputy Secretary wrote to the Association on 7 November 2023 advising that under the terms of clause 6.1 of the Grant Deed, unspent funds are due to be returned to the Crown. Subject to advice yet to be received from the Association, an invoice will be issued for the return of unspent grant funds of either \$42,883 or \$39,583.
- During the period of the Grant Deed, the Office of the Residential Tenancy Commissioner did not see a downturn in complaints or requests for advice from landlords and other parties.

## **Documentation required under Grant Deed**

The documentation required under Item 11 (clause 7.2) of the Grant Deed includes:

- Copies and details of the education program developed by the Association, which focused on improving and educating property owners regarding their obligations under relevant tenancy and discrimination legislation.
- Copies of the documentation and toolkit developed by the Association comprising templates relevant to residential tenancies, including lease agreements, ingoing and outgoing condition reports, rental application forms and the like.
- A report summarising the activities of the Association enabled by the grant including:

- Copies of all receipts, invoices, work orders, transactions etc, demonstrating the costs incurred in developing the education programs, documentation and toolkits;
- Copies of all receipts, invoices, work orders, transactions etc, demonstrating the costs incurred for procuring legal advice, marketing and/or relevant expertise in order to provide the goods and services supplied by the Association to its members;
- Copies of all receipts, invoices, work orders, transactions etc, demonstrating the costs incurred for the provision of advice to the Association's members; and
- Copies of all receipts, invoices, work orders, transactions etc, demonstrating the costs incurred by the Association for promoting the Association with the intention of growing their membership.
- Any other documentation the Association believes demonstrates the outcomes achieved by the Association by utilising the grant funds to improve the knowledge, education and capabilities of their members and other owners of rental properties in Tasmania.

#### **Reconciliation of the grant fund expenditure and/or committed funds**

- The Association has received \$75,000 of the \$100,000 grant funds to date.
- Based on the response dated 16 May 2023, the Association outlined that \$35,417.18 had been expended, or committed, but not yet invoiced with \$3,300 being payable to Page Seager for May and June 2023.
- In addition, the Association outlined that a sum of \$36,800 for budgeted expenditure for planned activities under the Grant Deed was extended for 12 months.
- The unspent amount from the Grant Deed is \$39,583. The differential between \$39,583 and \$36,800 (budgeted for if the Grant Deed was extended) leaves an amount of \$2,783. This remains unaccounted for in the receipts, invoices or other types of documentation that were provided by the Association.
- Note that if the \$3,300 owed to Page Seager for May and June 2023 (in the Association's response of 16 May 2023) has not been spent for services rendered for those two months, the aggregate of the unspent funds is \$42,883.

#### **Date for completion of the Approved Purpose**

- Under the provisions of Item 9 (clause 4.4) of the Grant Deed, the date of completion of the 'Approved Purpose' was 30 June 2023.
- Clause 4.5 of the Grant Deed states that the Recipient must complete the 'Approved Purpose' by the date shown in Item 9 (30 June 2023) or such later date, if any, approved in writing by the Grantor (the Crown).

- Under the provisions of clause 6.1 (Repayment of any unexpended part of Grant) of the Grant Deed, the Association is required to provide written notification if any part of the Grant has not been expended and they are to repay the unexpended funds to the Crown.
- The Deputy Secretary extended the Grant Deed to 30 September 2023 to allow for the audit and acquittal process to be completed. No further funds were expected to be expended during this time.

### **Recommendation to Deputy Secretary**

- Having considered the Association's responses of 16 May 2023 and 28 August 2023 and taking into consideration the terms of the Grant Deed, which required the 'Approved Purpose' be completed by 30 June 2023, it was recommended that the Grant Deed not be extended beyond 30 September 2023.
- Under the terms of clause 6.1 of the Grant Deed, and if no further funds have been expended, the Association is expected to return to the Crown the sum of \$42,883. In the event that \$3,300 is still to be paid, or has been paid to Page Seager, the Association is expected to return to the Crown the sum of \$39,583.

Dave Tilley  
**A/Executive Director, CBOS**

**Forwarded through Ross Smith, Deputy Secretary, Regulation and Service Delivery**

Prepared by:	Dave Tilley	Cleared by:	Ross Smith
Position:	A/Executive Director	Position:	Deputy Secretary, Regulation and Service Delivery
Phone:	6166 4637	Phone:	6165 4943
Date:	9 November 2023	Date:	November 2023

**Attachments:**

- I. Nil