

NCAT

NSW Civil & Administrative Tribunal

NCAT Appeal Case 2024/00468429

Appellant: **Gary Steven Benson**

Respondent: **Jeremy Kinross**

Appellant's documents on which he relies

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Notice of Appeal

NCAT INTERNAL APPEAL PANEL

Complete this form to appeal from a decision to the NCAT Internal Appeal Panel under section 80 of the *Civil and Administrative Tribunal Act 2013*.

Before completing this form and proceeding with an internal appeal or asking for leave to appeal, read [NCAT Guideline 1 – Internal Appeals](#) because:

- There are some types of NCAT decisions that cannot be appealed internally.
- An NCAT decision may be able to be set aside or varied as an alternative to an appeal.
- Appeals must be lodged within the applicable time period.
- You may need permission or 'leave' to appeal.
- You may not be entitled to be represented without the permission or 'leave' of the Tribunal.

If you are also applying for a stay of the order while the appeal is determined you will need to complete an [Application for stay of original decision pending appeal](#) form.

Appeal Panel File Number

Office use only

1. DIVISION

Select Division in which decision being appealed was made

☐ Administrative and Equal Opportunity ☒ Consumer and Commercial ☐ Guardianship ☐ Occupational

2. DETAILS OF DECISION

Provide details of decision of completed proceedings you want set aside or varied. Attach a copy of the orders made by NCAT and any written reasons.

NCAT File Number

Date of Decision Date notice of decision was received

☒ Copy of NCAT orders and any written reasons are attached

3. APPELLANT

Provide details of party seeking to appeal from the decision of the Tribunal. For multiple applicants, attach details on a separate sheet. If a company include Australian Company Number (ACN).

Full name:

Postal address:

Contact details: Daytime telephone Mobile

Email address:

* By providing an email address you are agreeing that any NCAT notices, orders and correspondence can be emailed to you. Ensure the email address provided is accurate and the account is checked regularly.

☐ Tick if you have a representative and want them to receive correspondence on your behalf

Note: You may have to ask for the Tribunal's permission to have a representative.

REPRESENTATIVE DETAILS (IF APPLICABLE)

| | | | |
|------------------------------------|--|--|--|
| Full name: | | | |
| Name of firm or organisation: | | | |
| Postal address: | | | |
| Contact details: Daytime telephone | | | |
| Email address: | | | |

* By providing an email address you are agreeing that any NCAT notices, orders and correspondence can be emailed to you. Ensure the email address provided is accurate and the account is checked regularly.

4. RESPONDENT

Insert name of other party to the original proceedings. For multiple respondents attach details on a separate sheet. If a company include Australian Company Number (ACN).

| | | | |
|------------------------------------|-------------------------|--------|---------------|
| Full name: | Jeremy Kinross | | |
| Postal address: | Thailand | | |
| Contact details: Daytime telephone | | Mobile | +66 892119011 |
| Email address: | jeremykinross@gmail.com | | |

☐ Tick if the other party had a representative when the decision was originally made.

REPRESENTATIVE DETAILS (IF APPLICABLE)

| | | | |
|------------------------------------|--|--------|--|
| Full name: | | | |
| Name of firm or organisation: | | | |
| Postal address: | | | |
| Contact details: Daytime telephone | | Mobile | |
| Email address: | | | |

5. GROUNDS FOR APPEAL

A. ORDERS CHALLENGED ON APPEAL

List the orders that were made by the Tribunal that you want to have changed by the Appeal Panel. *Use a separate sheet if needed.*

1.The hearing is adjourned to 13 January 2025 09:15 AM. Both parties are required to attend in person.
5.By 8 January 2025 Mr Benson is to provide the documents on which he relies to Mr Kinross and to the Tribunal, including witness evidence in the form of an affidavit, statutory declaration, or a signed statement. Documents may be provided by email.

B. GROUNDS OF APPEAL

List below a short summary of each reason why you consider the Tribunal was wrong when it decided to make the order/s appealed from. *Use a separate sheet if needed.*

1.The appellant has suffered a substantial miscarriage of justice because:
The decision was not fair and equitable in the light of significant new evidence that has arisen (that was not reasonably available at the time of the original hearing).
2.At the hearing on 28 Nov 2024 the respondent deliberately breached section 71 of the Civil and Administrative Tribunal Act 2013 by providing information, and making statements to NCAT knowing that that information and those statements were false and misleading.
3.Respondent has failed to comply with numbers 2 and 5 of the orders made 17 Jun 2024.

C. ORDERS THE NCAT APPEAL PANEL SHOULD MAKE

List below the orders which you say the NCAT Appeal Panel should make if you are successful on the appeal. *Use a separate sheet if needed.*

1. The Landlord's claim is dismissed.
2. The Rental Bond is to be returned to the tenant in full.
3. The hearing date of 13 January 2025 is vacated.

D. WILL YOU BE APPLYING FOR A STAY OF THE ORIGINAL DECISION?

- ☒ **Yes** Complete the [Application for stay of original decision pending appeal](#) and lodge with this application.
- ☐ **No**

6. LEAVE TO APPEAL

Unless you are appealing a final or ancillary decision of the Tribunal on a **question of law only**, you need permission or 'leave' to appeal. Refer to [NCAT Guideline 1 – Internal Appeals](#) for further information on the types of decision and leave to appeal. You are encouraged to seek independent legal advice regarding your appeal and whether it is on a question of law.

Are you appealing from a decision of the Consumer and Commercial Division?

- ☐ **No** If 'No' complete section A
- ☒ **Yes** If 'Yes' complete section B

A. APPLICATION FOR LEAVE TO APPEAL

Are you asking for leave? ☐ Yes ☐ No

Reasons why the NCAT Appeal Panel should grant leave to appeal against the decision/s *Use a separate sheet if needed.* Note: The Tribunal can decide whether to give leave on the papers without having an oral hearing.

B. APPLICATION FOR LEAVE TO APPEAL FROM A CONSUMER AND COMMERCIAL DIVISION DECISION

Unless you are appealing a final or ancillary decision of the Consumer and Commercial Division on a **question of law only** you need permission or 'leave' to appeal. For some decisions of the Consumer and Commercial Division there is no right to ask for permission or 'leave' to appeal. Refer to [NCAT Guideline 1 – Internal Appeals](#) for further information.

Are you asking for leave? ☒ Yes ☐ No

If yes, the Appeal Panel can give leave only if it is satisfied that the Appellant may have suffered a substantial miscarriage of justice because:

- i. the decision was not fair and equitable
- ii. the decision was against the weight of evidence
- iii. significant new evidence is now available that was not reasonably available at the time of the hearing.

Provide information on each of those grounds that is applicable to this Appeal. Note: The Tribunal can decide whether to give leave on the papers without having an oral hearing.

i. Decision not fair and equitable

It is not enough simply to say the decision was not fair and equitable. You must describe in detail why the decision was not fair and equitable.

1.The appellant (Benson) has suffered a substantial miscarriage of justice because the decision was not fair and equitable in the light of significant new evidence that has arisen (that was not reasonably available at the time of the original hearing).

2.At the hearing on 28 Nov 2024 the respondent (Kinross) deliberately breached section 71 of the Civil and Administrative Tribunal Act 2013 by providing information, and making statements to NCAT knowing that that information and those statements were false and misleading.

3.At the commencement of the hearing Benson made an application to have the matter dismissed on the grounds that Kinross had failed to provide the documents on which he intended to rely at the hearing by 15 July 2024, or at all, as per orders made by M Eftimiou, General Member on 17 June 2024

4.Kinross gave evidence under oath that Benson had been provided with those documents via email on 30 May 2024. He insisted that the email sent to Benson on 30 May 2024 was identical to the email sent to the Tribunal on 31 May 2024. He also insisted that because he had provided his documents to Benson that the matter should be heard that day and he vehemently opposed any adjournment.

5.Because of Benson's evidence of not receiving Kinross's documents and Kinross's false and misleading evidence that he had emailed the evidence to Benson on 30 May 2024, Dr George, Senior Member was left with little alternative other than to adjourn the matter and order Kinross to email Benson with the 340 page document bundle that was sent to the tribunal on 31 May 2024.

6.Later on 28 Nov 2024 Benson received two separate emails from Ms Luketic who represents the managing agent acting on behalf of Kinross.

7.The first was a forward of an email purportedly sent to Benson on 30 May 2024 and which contained three separate attachments:
(i) An outgoing condition report;
(ii) Tenant Ledger Report;
(iii) Quote from Alpha Construction Services.

It did not include the documents Kinross intended to rely upon.

8.The second email was a copy of what Luketic sent to NCAT on 31 May 2024, containing the 340 page bundle of documents.

9.Luketic confirmed the email referred to in 7 above was the email sent to Benson on 30 May 2024 and was not the same email sent to NCAT on 31 May 2024.

10.The email referred to in 7 above was not in the required evidentiary format in that it did not mention the NCAT Case number, did not have an index or page numbering, etc, and was only a small subset of the 340 page bundle of documents supplied to NCAT the following day.

iii. Decision of the Tribunal against the weight of evidence

Dissatisfaction with the Tribunal Member's findings does not mean there has been a substantial miscarriage of justice. You must say why some evidence should have been given more weight than other evidence.

What evidence did you give at the hearing? What documents did you show the Tribunal?

Benson gave evidence that he had not received any documents from Kinross and that Kinross had contravened the Orders made by M Eftimiou, General Member on 17 June 2024, namely:

2: The landlord Jeremy Kinross, is to lodge with the Tribunal, and give to the other party the documents they rely on by 15 July 2024.

5.1. Parties are to put their documents in a folder labelled with the file name, number and the name of the party it is lodged for.

5.3. The copies given to the Tribunal and held by the parties must be identical.

What evidence did the other party give? What documents did the other party show the Tribunal?

The only evidence given by Kinross was verbal. No documents were produced. Kinross gave evidence under oath that Benson had been provided with the documents on which he intended to rely via email on 30 May 2024. Kinross insisted that the email sent to Benson on 30 May 2024 was identical to the email sent to the Tribunal on 31 May 2024. He further stated that if Benson had received an email containing pictures that he must have received the bundle of documents sent to the Tribunal as there was not two separate emails, only a single email as sent to the Tribunal on 31 May 2024. Kinross stated that it was not necessary for him to comply with the orders made by M Eftimiou on 17 June 2024 because he had already provided documents to Benson on 30 May 2024. Kinross also insisted that because he had provided his documents to Benson that the matter should be heard that day and he vehemently opposed any adjournment.

What evidence should the Tribunal have given more weight to? Why?

Please see attached.

iv. Significant new evidence is now available that was not reasonably available at the time of the hearing

It is not sufficient to state that you did not have the evidence or you were unaware of the evidence at the time of the hearing. You must show that the new evidence could not have been obtained with reasonable diligence at the time of the hearing and that the new evidence is significant and could have made a difference to the decision.

What evidence/documents do you now seek to produce to the Tribunal? If you want to rely on documents or statements you must attach copies to this application form.

Please see attached

Why was this evidence (including documents) not available at the time of the hearing?

The key evidence was held by Kinross and his managing agent, Ms Luketic, neither of whom provided it to Benson before the hearing.
Benson's evidence at the hearing was that he had not received the documents upon which Kinross intended to rely. Kinross provided contradictory evidence, but it was only after Dr George ordered Kinross to provide a copy of the same documents that were forward to the Tribunal on 31 May 2024, that this new evidence was revealed.

7. EXTENSION OF TIME

This appeal must be made within the applicable time period after the decision concerned was made. Refer to [NCAT Guideline 1 – Internal Appeals](#) for further information about time for filing. You are also encouraged to seek independent legal advice regarding your appeal.

The Tribunal has the power to grant an extension of time to lodge the appeal if the Tribunal finds that it is warranted in the circumstances. If an extension is required but is not granted the application may be dismissed because it is out of time.

Do you require an extension of time? ☐ Yes ☒ No

If yes, explain why the application was not lodged within the time limit, what effect extending or not extending the time would have on you and the respondents, and any other relevant considerations you want the Tribunal to take into account in deciding whether or not to extend the time. *Use separate sheet if needed.*

8. HEARING

A. SPECIAL NEEDS

Indicate whether you have any special needs such as a hearing loop or wheelchair access:

B. INTERPRETER

Do you require an interpreter for the hearing?

☐ Yes ☒ No

If yes, specify language and dialect:

9. SERVICE OF NOTICE OF APPEAL ON THE RESPONDENT

Once you have lodged your application the Tribunal will serve your Notice of Appeal and attachments on each respondent using the copies you have provided to the Tribunal.

10. NOTICE OF APPEAL CHECKLIST

☐ Appeal lodgement fee has been paid or fee waiver obtained

You must pay the 'internal appeal' lodgement fee when lodging your Notice of Appeal. Refer to the [fee schedule](#) available at www.ncat.nsw.gov.au. Cash, credit card and EFTPOS payment can be made in person at your nearest [NCAT Registry](#). You can also pay in person when lodging an application at any [Service NSW](#) service centre.

If you are unable to pay the concession fee or are not eligible, NCAT may consider waiving the fee fully or partially. To request a fee waiver please complete the [fee waiver request form](#).

☐ All relevant documents are attached

Attach all documents you are relying upon in support of your Notice of Appeal. Keep a copy of your Notice of Appeal and any attached information for your own records. **Note:** A copy of this Notice of Appeal and all material attached will be served on the Respondents. You should not include any confidential information you do not want disclosed to the other party. The person completing the documents is responsible for their content.

☐ Multiple copies of this Notice of Appeal and attachments have been made

You must provide multiple copies of this Notice of Appeal and any attachments to the Tribunal. The original and two copies for the Tribunal and one copy for each respondent must be lodged with the Tribunal.

☐ Copy of original orders and any written reasons are attached

A copy of the Tribunal's original orders and any written reasons provided must be attached to the Notice of Appeal.

11. SIGNATURE

Appellant's signature or signature of legal representative

Name

Gary BENSON

Signature

Date

11 December 2024

Lodge your Notice of Appeal with the fee at your nearest NCAT Registry

Post to NCAT Appeals Unit, PO Box K1026 Haymarket NSW 1240. For NCAT Registry locations refer to information on your Tribunal orders or NCAT correspondence. For all NCAT enquiries telephone 1300 006 228 or visit www.ncat.nsw.gov.au.

NCAT file numbers: 2024/00149656 and 2024/00184805

Attachment to Notice of Appeal

6. LEAVE TO APPEAL

Section B. APPLICATION FOR LEAVE TO APPEAL FROM A CONSUMER AND COMMERCIAL DIVISION DECISION.

iii. Decision of the Tribunal against the weight of evidence

What evidence should the Tribunal have given more weight to? Why?

More weight should have been given to Benson's evidence of not having received the documents on which Kinross intended to rely.

Later, on 28 November 2024, it was confirmed by Ms Luketic, who represents the managing agent acting on behalf of Kinross, that the email sent to Benson on 30 May 2024 was not the same email sent to the Tribunal on 31 May 2024 and did not contain the documents on which Kinross intended to rely. It was merely a courtesy email sent because Benson was overseas at the time. It contained three separate attachments:

- (i) An outgoing condition report;
- (ii) Tenant Ledger Report; and
- (iii) Quote from Alpha Construction Service.

These documents were only a small subset of the 340 pages of indexed and numbered documents sent to the tribunal on 31 May 2024.

It is clear from this new evidence that Kinross lied under oath. There were two separate and quite different emails, not just one as he had insisted. He was emphatic that the evidence sent to NCAT had also been sent to Benson, but this is clearly untrue.

Under section 71 of the Civil and Administrative Tribunal Act 2013 a person must not in any proceedings or application provide any information, or make any statement, to NCAT knowing that the information or statement is false or misleading.

Kinross falls foul of this Section and given his status as a barrister he should well know better and should not be permitted to benefit from deliberately deceiving the Tribunal.

If Kinross had not lied under oath and given false and misleading evidence, I submit that Dr George would have been compelled to dismiss the matter that day and make orders that Kinross's claims be dismissed and the rental bond returned to Benson in full.

In light of all of the facts, these are the orders that the Appeal Panel should now make.

NCAT file numbers: 2024/00149656 and 2024/00184805

Attachment to Notice of Appeal

iv. Significant new evidence is now available that was not reasonably available at the time of the hearing

The following evidence, previously unavailable, is now tendered to the Tribunal and attached to this application:

1. Email of 28 Nov 2024 (after hearing) from Luketic to Benson wherein the email purportedly sent to Benson on 30 May 2024, was forwarded. it contains 3 separate attachments but does not contain the documents forwarded to the Tribunal on 31 May 2024 that Kinross intended to rely on. The contents of this email were not in the required evidentiary format in that it did not mention the NCAT Case number, did not have an index or page numbering, etc, and was only a small subset and quite different to the bundle of documents supplied to NCAT the following day.
2. Email of 28 Nov 2024 (after hearing) from Luketic to Benson attaching “*the NCAT file which at today’s hearing NCAT confirmed they received on 31st May 2024.*” Contrary to Kinross’s evidence this was not the same as the email sent to Benson on 30 May 2024 nor does Luketic allege that this attachment was forwarded to Benson at any prior time.
3. An email thread initiated by Benson to Luketic after receiving the above two emails on 28 Nov 2024. As per Dr George’s orders, it confirms receipt of the two emails and asks Luketic to clarify which email was originally sent to Benson, whether this was the same email that was sent to NCAT, and if not, why not, and why would Kinross have deliberately misled NCAT? Her response was that the email sent to Benson on 30 May 2024 was only sent as a courtesy because Benson was going overseas a few days after vacating. More importantly, Luketic makes no claim that this email even resembles the documents sent to NCAT the following day. Benson questions her again on 29 November 2024 asking why she had at no time sent Benson a copy of the email sent to NCAT containing the evidence upon which Kinross intends to rely, and why did Kinross lie about this fact at the hearing? Despite impressing upon her the importance of providing an adequate response and foreshadowing this application, she failed to explain her actions or respond in any way.

Gary Benson, 11 December 2024



Quote the number below for all enquiries
Case number 2024/00149656

Gary Benson
gsb@winning.com

ORDER

Case title Jeremy Kinross v Gary Benson

On 17 June 2024 the following orders (and/or directions) were made:

- 1 The hearing is adjourned to a date and time to be confirmed by the registrar.

The Tribunal has listed matters 2024/184805 and 2024/149656 to be heard together.

Tenant's Claim

1. The tenant seeks the return of the Rental Bond.
2. The landlord seeks the following end of tenancy charges:
 - (a) Rental Arrears \$7,200.00
 - (b) Damage to Property \$2180.00
 - (c) Rental Bond
- 2 The landlord Jeremy Kinross, is to lodge with the Tribunal, and give to the other party the documents they rely on by 15 July 2024.
- 3 The tenant Gary Benson, is to lodge with the Tribunal, and give to the other party the documents they rely on by 16 August 2024.
- 4 Documents include Witness statements, Expert reports, Colour photographs, Invoices, Quotations, Chronology, Index of the documents, Hearing notes, Rent ledger, Residential tenancy agreement, Ingoing and outgoing condition report.
- 5
 1. Parties are to put their documents in a folder labelled with the file name, number and the name of the party it is lodged for.
 2. All pages must be consecutively numbered.
 3. The copies given to the Tribunal and held by the parties must be identical.

4. All documents must be in colour if the original documents are in colour.

Notation

The parties are encouraged to seek legal advice.

The parties attention is drawn to the decisions of the Tribunal in matters 2024/27802 and 2023/382755 and the principles of res judicata.

5. The Tribunal copy is to be a printed out and lodged at a registry in person or by post.

M Eftimiou, General Member

Issued: 17 June 2024



For further information about your rights and obligations in relation to this order please read NCAT's Rights and Obligations Guideline available on the NCAT website at www.ncat.nsw.gov.au.



Quote the number below for all enquiries
Case number 2024/00184805

Gary Benson
gsb@winning.com

ORDER

Case title Gary Benson v Jeremy Kinross

On 28 November 2024 the following orders (and/or directions) were made:

- 1 These are the orders in 2024/00184805 and 2024/00149656

The hearing is adjourned to 13 January 2025 09:15 AM. Both parties are required to attend in person.

--- Landlord's claim ---

- i) rental arrears \$7200.00
- ii) property damage \$2180.00
- iii) rental bond in full

--- Tenant's claim ---

The tenant seeks the return of the rental bond in full.

- 2 By 5 December 2024 the landlord Mr Kinross is to email a copy of the 340 page document bundle (received by the Tribunal on 31 May 2024) to the tenant Mr Benson at gsb@winning.com
- 3 ***Additionally, by 5 December 2024, if Mr Kinross wishes to provide evidence himself or from another person regarding the tenancy, including conversations about rent, rent increases and rental arrears, then he should provide that evidence to the Tribunal and to Mr Benson in the form of an affidavit, statutory declaration, or a signed statement, setting out all relevant facts and circumstances, fully cross-referenced to the supporting documents by page number. Such evidence may be provided by email.
- 4 Within 1 business day of receiving the documents from Mr Kinross, Mr Benson is to email Mr Kinross acknowledging receipt.

- 5 By 8 January 2025 Mr Benson is to provide the documents on which he relies to Mr Kinross and to the Tribunal, including witness evidence in the form of an affidavit, statutory declaration, or a signed statement, setting out all relevant facts and circumstances, fully cross-referenced to the supporting documents by page number. Documents may be provided by email.
- 6 Within 1 business day of receiving the documents from Mr Benson, Mr Kinross is to email Mr Benson acknowledging receipt.
- 7 All witnesses who provide an affidavit, statutory declaration, or a signed statement must be available at the hearing for questioning.

Reasons for decision:

Mr Kinross gave sworn evidence today that his managing agent on 30 May 2024 emailed Mr Benson a copy of the 340 pages he relies on for this hearing. Further, he submits that Mr Benson stated he received some photographs by email which could only have been part of the 30 May 2024 email.

Mr Benson gave sworn evidence that he did not receive the documents, and further, that he is presently unable to access those emails.

Mr Kinross opposed an adjournment due to the protracted history of the proceedings and the prejudice a further delay would cause him.

The Tribunal determined that the failure to adjourn the proceedings to allow Mr Benson the opportunity to receive and reply to Mr Kinross' evidence may give rise to a denial of procedural fairness because it would deprive Mr Benson of the opportunity to adequately present his case: *Touma v Colantuono* [2021] NSWCATAP 152 at [56]-[59]. Therefore the hearing was adjourned.

Dr K M George, Senior Member

Issued: 28 November 2024



For further information about your rights and obligations in relation to this order please read NCAT's Rights and Obligations Guideline available on the NCAT website at www.ncat.nsw.gov.au.

Transcript of 28 November 2024 hearing, presided by Dr K M George, Senior Member

[00:06]

Dr George: Good morning, Mr Benson.

Benson: Good morning.

Dr George: Good morning, my name is Senior Member George. I have sitting with me, or next to me, Senior Member Collins. Senior Member Collins is in training, so she will simply be observing these proceedings, but she won't be able to be involved with the decision.

Benson: I understand.

Dr George: And for your information I have Mr Kinross present in the room with us.

Kinross: Hello Gary.

Benson: Morning.

Dr George: Okay, thank you. Now, before we commence the actual hearing, I just want to ask you some questions so that I can check that I understand what the dispute is about. Okay? So, I understand Mr Benson the order you're seeking is payment of the bond in full. Is that correct?

Benson: That's correct.

Dr George: And Mr Kinross, you're seeking payment of the bond in full.

[01:01]

Kinross: Correct.

Dr Kinross: And additionally, I believe, rental arrears you say of \$7200.

Kinross: Correct.

Dr George: And compensation for damage to the property, \$2180.

Kinross: Correct.

Dr George: Okay, those are the only orders gentleman. Thank you. Okay. Now, I want to check the documents that you are both relying on. From Mr Benson the Tribunal received a number, I think five separate electronic filed documents, Mr Benson, is that right?

Benson: No, that's not right. Look, the Orders were that Mr Kinross was to provide his evidence by 15th of July and I was to respond by the 16th of August. I have not received any evidence from Mr Kinross. I don't know if he's filed it with the Tribunal.

Dr George: Okay

Benson: But I have not received any documents therefore I haven't responded with any reply documents.

Dr George: Okay, thank you. Perhaps the Tribunal's records are incorrect then. Let me just go back a step. Mr Kinross, have you provided any hard copy documents?

[02:07]

Kinross: Yes

Dr George: to the Tribunal?

Kinross: my agent at the time, Belle Property Newtown, Marie Luketic I think you pronounce it, she filed I think on the 31st, Friday the 31st of May, so almost six months ago to the day, and she sent a copy the day before on the 30th of May including as well an analysis of how the bond and the amount claimed was done, by email, sorry Member, I have a disability, to Mr Benson, and if you want I don't have a hard copy but I can show you the email.

Dr George: Okay.

Kinross: and Mr Benson confirmed at least I think on the hearing I forget which one on May or June that his email address was still gsb@winning whatever .com as per the lease and also his address was a post office box that he provided as well.

[03:06]

Dr George: Okay, I'm going to check the electronic file again because I have no record that it was provided digitally. Let me just, while I have that, Mr Benson, did you receive documents around the 31st of May?

Benson: No, I didn't receive documents around the 31st of May but nor does that comply with the Orders that were made on the 17th of June, even if I did. These orders were made 17th June, they were very clear that "the landlord Jeremy Kinross, is to lodge with the Tribunal, and give to the other party the documents they rely on by the 15th of July." They were to be indexed and with all the pages numbered, etc, etc. I've not received anything like that and at the time he claimed the bond before these matters were actually commenced in the Tribunal.

Dr George: Mmhmm

Benson: I did receive some photographs of some alleged damage, but that's the only thing I have ever, ever received from Kinross or his agent and he certainly hasn't complied with the orders made on the 17th of June and for that reason I ask that you dismiss the matter now as he has no evidence to rely upon.

[04:10]

Dr George: Thank you, Mr Benson. Just give me a moment while I consider that and check the electronic files.

Benson: Sure.

Kinross: I can show you as well Member.

Dr George: Give me one moment Mr Benson...

Kinross: the emails.

Dr George: ..ah, Mr Kinross.

Kinross: Whilst we're doing soccer health, I've not received anything other than the original judgments of this tribunal of the 17th of November and the 25th of March that would assist me in knowing how Mr Benson is defending inverted commas, responding to this matter 'cause I've got no documents whatsoever from him.

Dr George: Okay. One moment Mr Kinross.

[05:29]

Kinross: If it assists you member, it's about three hundred and forty pages, in spite of this being a very simple matter.

Dr George: Okay, that might not assist me but if you, haha.

Kinross: Yeah, the index at least says three forty pages.

Dr George: Okay, and you sent that to the Tribunal as a hard copy?

Kinross: it was filed, hard copy by a person who came in, not email, he came in on Friday the 31st, at least by her email, and she sent to Mr Benson, I think, on the 30th of May.

Dr George: Okay, the try, thank you. The Tribunal does actually have a copy of that Mr Benson, for some reason. Mr Kinross, the tribunal does have a copy of that. It's actually in electronic form but nevertheless it was received on 31st of May.

[06:19]

Kinross: Yes

Dr George: Ok, now just reminding you what you said, Mr Kinross, did you send a copy of that to Mr Benson?

Kinross: Correct.

Dr George: A hard copy or electronic copy?

Kinross: Only electronic because Mr Benson had left the country. He left on the 17th of May.

Dr George: Ok, thank you. Mr Benson just let's go step by step. Did you receive an electronic copy of those documents around the 31st of May?

Benson: No, I've not seen any documents around anytime in May or June or any documents that might comply with the orders that were made on the 17th of June.

Dr George: Okay.

Benson: I mean, how documents filed in May can comply with orders made on the 17th of June, I don't understand. Mr Kinross said on the 17th of June that he would file documents by the 15th of July. He never said he'd filed them on the 31st of May. If he'd said that then,

[07:13]

Kinross: I did

Benson: perhaps we could have nipped it in the bud at that time. But I certainly didn't receive any documents.

Dr George: So, gentlemen a reality check here, a reality check. I am satisfied that Mr Kinross has filed those documents with the Tribunal. Clearly, well Mr Benson says that he has not received those documents and if they were emailed to Mr Kinross, I'm sorry, if Mr Kinross emailed them to Mr Benson, then who knows what could happen in cyberspace, okay? But I understand Mr Benson, without those documents on which Mr Kinross bases his application today we can't fairly proceed today.

[08:00]

Kinross: Well, can I object to that?

Dr George: Yes?

Kinross: The reason is I will hand up to you showing proof that Mr Benson did receive it by email. Secondly, Mr Benson has just stated categorically he received something about some photos. That was the same email in which the original document was sent. The ones in which he says the report I think, outgoing condition report.

Dr George: Okay.

Kinross: And also, if I, sorry member, I because I don't want this to be taken up. I prefer to hit the substance. The reason why it well I object is that this has already as Member, your colleague, Eftimiou, I'm sorry if I'm describing her incorrectly. Her Orders in June was I think, that, ah, please will the parties look at the two previous decisions of this Tribunal.

Dr George: I understand.

Kinross: as I said seventeenth in which and I submit I'm not putting as high a res judicata. Member Ash certainly said

[09:06]

Dr George: I'm going to interrupt you Mr Kinross because those, that's precisely a legal issue that would have to be ventilated if we, if and when we proceed to the hearing today. Okay?

Kinross: Yeah, but I'm not pushing that. I'm asking, I'm just saying Member Eftimiou stated that Mr Benson, or the parties, should look at the previous two decisions of this Tribunal, because they are relevant or apposite to

Dr George: Hold on.

Kinross: this issues.

Dr George: As I've said Mr Kinross, if it, when we get to the hearing, the actual hearing of the substantive issues that that's something that can be ventilated. At the moment, the decision I have to make is whether I'm satisfied that Mr Benson received the documents on which Mr Kinross relies in this hearing

Kinross: Yeah.

Dr George: and, if I'm not, whether, whether I proceed with the hearing today or hear an application for an adjournment

Kinross: Yeah.

Dr George: Okay?

Kinross: Yeah.

Dr George: So, for the sake of thoroughness, I'm going to swear you both in...

[10:00]

Kinross; Yeah.

Dr George: ...and just ask a very basic question, on the record. Okay, so first of all, Mr Kinross, do you solemnly and sincerely declare and affirm that the evidence you are about to give to the tribunal shall be the truth, the whole truth and nothing but the truth? Please say I do.

Kinross: I do. I take an oath, but not an affirmation, but

Dr George: Okay, Mr Benson, do you solemnly and sincerely declare that the evidence you are about to give to the tribunal shall be the truth, the whole truth and nothing but the truth? Please say I do.

Benson: I do.

Dr George: OK, Mr Kinross is it your evidence that you emailed an electronic copy of the documents on which you rely to Mr Benson on the 31st of May

Kinross: **Correct**, and

Dr George: 2024?

Kinross: **Yes**. And because I don't have a copy, hard copy can I show you how in fact that was done by my, at that time, agent?

Dr George: No, if, if

Kinross: Because look, with respect Member, that is the agent who in fact was handling, and she still is, or their firm is still handling the, the management of this property and because I'm a lawyer or was trained in law, originally a barrister, that is the reason why I'm doing the running of the hearings but she in fact states categorically hi Gary and on the 30th of May. So, can I not show you that is?

[11:18]

Dr George: Well, unless, unless you wish me to take your phone and put it on file as evidence.

Kinross: Well, well, well, I, I want you to sight that at least that is evidence of. See I didn't realise until we've had copious, as you can see from the record, adjournment applications

Dr George: Mr Kinross, I'm going to interrupt again if you don't mind. I'm happy for you to read the email to me.

Kinross: Thank you.

Dr George: I can decide what weight I put on that email.

Dr George: So, what's the date of the email?

Kinross: The 30th of May

[12:01]

Dr George: mmmm twenty four?

Kinross: Twenty Twenty Four. Outgoing inspection and bond claim 2 Short Street Gary. Email sent to Gary, copy for a reference of the 30th of May. But that is admittedly, yes it's in. Good evening Gary date 30th of May 4:57pm to gsb@winning.com. Good evening Gary, hope this email finds you well. Please note following financial breakdown brackets NCAT claim for bond and rental monies owed based on you handing back possession of 2 Short St Leichhardt on the 10th of May. Vacate, she then gives a whole lot of dates. Vacate date and keys returned by tenant, Gary Benson, 10th of May 2024. Rental paid to date 29th of March 2024. Rent owing to vacate from the 10th of May arrears see tenant rental ledger attached \$7200. Outgoing condition report completed on the 13th of May 24 refer to outgoing inspection report. Attached.

[13:12]

Dr George: Okay, you don't need to read all of these attachments, but the thrust of that email, your saying is that your former agent sent a document on which you rely to Mr Benson on the 30th of May.

Kinross: Correct.

Dr George: Thank you. Okay.

Kinross: And, and could I just say as well. I'm conscious I should only respond to questions asked by the Tribunal let alone some as illustrious as yourself Dr Gordon.

Dr George: Dr George.

Kinross: Surely Mr Benson should have raised this. He says he never, surely should have raised this.

Dr Kinross: Okay.

Kinross: with me before that he never got any documents.

Dr George: Mr Kinross, thank you. Could you just read out again and Mr Benson, could you listen to this, could you please read out again the email address that it was sent to.

Kinross: Yes. From Marie, she sent a copy of it to me after

[14:00]

Dr George: The address that it was sent to. Which address was it sent to?

Kinross: To because he was overseas

Dr George: Yes

Kinross: so therefore it was Marie Luke, Luketic Thursday May thirty twenty twenty four 4:57pm. To gsb bee for Betty at winning dot com. Subject outgoings

Dr George: Okay, that's enough. Thank you so much Mr Kinross. Is that your email address Mr Benson, gsb@winning.com?

Benson: Yes, it is.

Dr George: Did you receive that email?

Benson: Not that I am aware member.

Dr George: Do you have your email, your email file there in front of you?

Benson: No, I don't even have a computer here with me.

Dr George: Well, what are you talking on Mr Benson?

Benson: I'm talking on my mobile phone.

Dr George: Could you possibly open up your computer email?

Benson: I don't have a computer here in this country.

Dr George: You don't have a computer in this country.

Benson: No

Dr George: Do you have your emails on your phone?

Benson: For the last two weeks, yes.

Dr George: That's quite remarkable.

[15:00]

Benson: But not going back to May, and so far, I've heard three dates, he's quoted May 20, May 30 and May 31.

Dr George: and he's corrected himself Mr Benson with the correct date on that email of is 30 May.

Benson: Well, the last one he just mentioned was 20th of May. The one he just mentioned just now he said 20th of May 4:57pm

Dr George: It hardly matters though Mr Benson if you say you have no access to emails in that country before two weeks ago.

Benson: Well, it does matter. Because if I haven't received them, I haven't received them. I would know if I received them because I've been through my emails before I left the country, and I certainly hadn't received it, and the orders were only made on the 17th of June. How can an email sent on the 30th or the 31st or the 20th of May comply with Orders that were made on the 17th of June? The Orders were that he was to lodge a hard copy with the Tribunal...

Kinross: Which is done.

Benson: ...which he hasn't done, and he was to send to me by the 15th of July, in electronic format, the documents on which he intended to rely, which he hasn't done! I mean...

[16:09]

Dr George: Mr Benson,

Benson: To say that

Dr George: Mr Benson.

Benson: Yes.

Dr George: I'm going to interrupt Mr Benson. It's, it's routine here, at the Tribunal, for applicants, or indeed any party, to provide the, to provide an initial bundle of documents and the Tribunal will then make a further Order giving them an opportunity to provide any other documents. If Mr Benson provided documents before the 15th of July but didn't provide any documents after the 15th of July.

Kinross: Mr Kinross.

Dr George: Mr Kinross, I do beg your pardon. That simply means that the documents on which he was relying was those of the 30th of May, and nothing further.

Kinross: Correct.

Dr George: Okay, and if you haven't responded at all to those documents Mr Benson.

Benson: No, and Mr Kinross wants to argue that its incumbent upon me to say I haven't received any documents from him. Why isn't it incumbent upon him to say that he hasn't received any reply documents from me? If he had of mentioned at the hearing back in June that he'd already filed these documents, we wouldn't be in this position.

[17:11]

Kinross: Mem, may I shortly just make a statement in response to that. One. Mr Benson has never, never in all the history, and he's been a tenant for three years one month of the property, until the 10th of May 2024, has complained about not receiving any documents before by email. That is why I asked

Member Ettimou and before that in the May Orders, I think there was a mail in a big wait ah list, a list for in fact the ah the to confirm if his email address which he did and a post office address. Secondly, as I said before, Mr Benson has acknowledged that he did receive something about a condition report and also. So that was the 30th of May attached the condition report outgoing and also the breakdown from the. By the way Member, as I've said, if there's any, I didn't send it, it came from my property ah.

[18:15]

Dr George: Mmhmm

Kinross: agent.

Benson: On that Member, if it was the 30th of May that they sent me the condition report, it was out of time.

Kinross: It was before time.

Benson: I vacated on the 10th of May. They have 7 or 14 days to give me that condition report, so the 30th of May would have been out of time anyway.

Dr George: That's not the case.

Benson: What do you mean "that's not the case"?

Dr George: Miss the, the condition report can, was, Mr Kinross is saying that he provided the condition report in accordance with, as, as part, in support of his own application. Okay.

Benson: Okay, but if he wants to make a claim for the bond that claim has to be made within, I can't remember the period, it's either 7 or 14 days, but it's certainly not 20 days or more.

[19:02]

Dr George: Gentlemen, a reality check. This can't go on forever.

Kinross: Correct.

Benson: I agree, I agree.

Dr George: Now, if

Kinross: and, and can I

Dr George: No, you may not Mr Kinross, because I haven't finished speaking.

Kinross: Sorry Member.

Dr George: This can't go on forever. One of the issues that I have to consider is the impact on the Tribunal resources of this ongoing dispute. Should I entertain an adjournment application? It seems to me that if Mr Benson says that he did not receive those documents then an adjournment application would be something that I do need to consider. All that is going to do is postpone the inevitable. Eventually this hearing and it's has to come to a head. Every, everytime this matter is adjourned it's simply more of your time, more distraction for both of you, more, dare I say, stress for both of you, so I'm giving you this opportunity now to do your very best, if possible, and I know it's easy for me to say because this is not my dispute, but to try to put aside the obvious frustration, and even, dare I say, animosity between the two of you, and be pragmatic. This dispute, whatever has happened, comes down to an amount of money. So, I want to give you the opportunity with my help if you both wish to see if you can compromise on an amount of money and settle this matter. If you choose to compromise, it's not because you are admitting that you're wrong and the other party is right, it's not about right or

wrong. It's simply about putting a pragmatic end to a long running dispute, likely to continue for months and months if this is not dealt with and finalised today, one way or another. If you choose to compromise, we will, you're looking for a result, that you will both end up unhappy with. Right, that's my goal. Now we both unhappy. If the compromise is genuine no one gets what they think is right and we're just aiming for a result that you can live with. So, Mr Benson just very, very simply, yes or no are you open to a compromise settlement or not?

[21:21]

Benson: Member, I've always been open to a compromise and Mr Kinross wouldn't even attend conciliation on the 18th of June.

Dr George: Mr Benson, Is that a yes?

Benson: Yes.

Dr George: You're open to me helping you with a compromise.

Benson: I've always said yes, yes.

Dr George: Thank you, Mr Benson. Mr Kinross.

Kinross: No. Not from the amounts offered.

Dr George: So, you are not prepared to

Kinross: No, no. May I just say, I know this Tribunal always try to do it, and I did it originally my first time I came before the Tribunal when Mr Benson had to take an oath. The reason I say you're not wanting but critically the reason is it's so clear, six months ago and this relates to

Dr George: Mr Kinross, thank you. The answer is no, you don't wish to settle this matter.

[22:00]

Kinross: No.

Dr George: That's fine, I can't force anybody to. Okay. Now, may I ask, before I consider whether an adjournment is appropriate in this situation, the, leaving aside Mr Kinross' claim for a moment, for the damage to the property, the bulk of Mr Kinross' claim is rental arrears 7200. Now, my understanding is that, that claim is centred around the dispute as to whether the rent was \$2000 or \$1800. Is that correct Mr Kinross?

Kinross: No. It is because, as I understand it Mr Ben, although he could state it, Mr Benson claimed 100, and I can validate this, \$100 per month, sorry per, per rent, per week from about the 2nd of September 2022 to the 20th of January 2024. You'll do the calculation $28 + 31 + 30 + 31 + 20$ equals about 140 days. 140 divided by 70

[23:04]

Dr George: Mr Kinross

Kinross: sorry twenty weeks.

Dr George: Mr Kinross, maths is not my strong suit, so let's go back a step. Did you say \$100 a week?

Kinross: \$100 a week, which in spite

Dr George: No, stop Mr Kinross please:

Kinross: Yes

Dr George: Was Mr Benson's rent \$2000 a fortnight?

Kinross: Yes

Dr George: Okay, and Mr Benson was only paying at some point \$1800 a fortnight.

Kinross: Previously to the lease of the 30

Benson: No.

Dr George: Is that right, Mr Benson is the dispute about the rent difference between \$2000 and \$1800?

Benson: No, between 2000. Sorry, between 1000 and 900 per week for 72 weeks. So, there's a \$100 difference for 72 weeks. The 2000 and 1800 is a fortnightly amount. So, there were 72 weeks where I made an offer to pay the rent at a lesser amount. That offer was unequivocally accepted, and I've got written documentation that proves it was accepted, and then he wanted to renege on the deal later on.

[24:07]

Dr George: Okay, thank you very much. So, given that, given that Mister, I have I've heard sworn evidence from Mr Kinross, with that email that he did send the documents that he relies on to Mr Benson. But I have Mr Benson's sworn evidence that whether or not those documents were sent, he did not receive them. It seems to me that it would not be in the interests of the, it would not be fair to proceed with the hearing today on that basis without Mr Benson being in receipt of those documents. What I proposes is to adjourn these proceedings to allow Mr Kinross an opportunity to again send them to Mr Benson and Mr Benson can confirm that he has received them. Mr Kinross, do you want to say something about that?

Kinross: Yes. Member, Mr Benson acknowledges he received something. He received something about some photos sent. That was the email! The only email sent including the outgoing inspection report was 30th of May.

[25:10]

Dr George: Did you receive something Mr Kinross?

Kinross: Mr Benson

Dr George: Yes, I do beg your pardon.

Benson: I really don't recall, and it's so long ago, and I haven't been able to look back, but to the best of my knowledge, my answer is no.

Dr George: Okay, anything further Mr Kinross?

Kinross: Sorry

Dr George: Anything further sir?

Kinross: Well, the only thing I would say, in terms of the 7200

Dr George: No, in terms of an adjournment sir?

Kinross: Well, I oppose it.

Dr George: I understand, thank you.

Kinross: Very much, vehemently, and if you're minded to grant it, please can I have this relates to rent up until the 20th of Jan. There's no dispute with Mr Benson, that's why, sorry.

Dr George: If I grant the adjournment, what are you asking for sir?

Kinross: A very expedited hearing.

Dr George: Okay.

Kinross: For this, and the reason is because it relates to rent from the first second of September 22 until the 20th of January 24.

[26:07]

Dr George: I understand.

Kinross: from the 20th of January no dispute when it went up to 1200

Dr George: Thank you.

Kinross: no dispute

Dr George: Okay

Kinross: with Mr Benson

Dr George: Okay, thank you. Mr Benson, anything you would like to say about an adjournment.

Benson: Yes, there's a number of things.

Dr George: Do you support the adjournment or oppose it?

Benson: I support an adjournment, but it would have to be sometime next year and I've explained to the register the reasons for that. I explained, also explained to the registrar I would be unable to proceed today because I didn't have the files, I didn't have the evidence. I also have another meeting with the IRS that I need to attend very soon, so I couldn't proceed with a hearing today anyway. But look, if Mr Kinross would like to send me that evidence I'll gladly respond sometime in January when I return to Australia. I return on Christmas Eve.

Kinross: Member, can I

Bennson: I'll gladly respond and happy to proceed with the hearing as soon as it can be arranged by the tribunal after that time.

[27:08]

Dr George: Yes Mr Benson, ah Mr Kinross?

Kinross: You've got the us, around the wrong way. Member can I just say that I unfortunately alluded to January 'cause I had my disability while I was overseas and during lockdown. So, I'm returning to Thailand as well on the 21st of January.

Dr George: Okay.

Kinross: So, I'm asking for an expedited hearing. There's no prejudice, he knows exactly, as the two judgements please member. Dr George, please look at the judgments as member Eftimiou.

Dr George: Mr Kinross, I have looked at those decisions.

Kinross: Right, and

Dr George: You're leaving for Thailand on the 21st of January?

Kinross: Correct.

Dr George: Okay. When are you returning to Australia Mr Benson?

Benson: Christmas Eve. Twenty fourth of December.

Dr George: Are you in Australia all of January?

Benson: Yes, I will be. I'll be in Brisbane between the 15th and the 19th of January, but other than that, the answer is yes, I'm in Australia.

[28:01]

Dr George: Okay, well I will very reluctantly adjourn this matter. I will do my very best to obtain a date for a hearing in January. Failing that, it may be Mr Kinross that you will have to attend virtually from Thailand.

Kinross: Yes

Dr George: I know it's not ideal.

Kinross: And can I say as well, the IT section know that there is an impediment they've blocked overseas from Thailand specifically.

Dr George: Okay.

Kinross: So, you'll have to ask the IT registry.

Dr George Okay.

Kinross: to ensure that I am granted leave.

Dr George: Okay.

Kinross: to appear virtually.

Dr George: Okay, right, thank you. Now Mr Benson, how should Mr Kinross send you all of those documents, given you have no access to email.

Benson: Well, I have access to email on my phone. If he sends an email to me today, I'll have it. It will be retained on my phone for two weeks, but I can certainly download any documents and print them out during that two-week period.

[29:00]

Dr George: Mr Kinross, can you email those again?

Kinross: It won't be me member, it will be Miss Luketic from Belle Property forwarding the 30th of May and I think the documents of the tribunal 340 pages 31st of May.

Dr George: I just want to check how many pages there are so that you can write the same thing. 340 pages. Yes, that's what the Tribunal has. And your agent can do that within a week then, by the

Kinross: Oh, maximum, yes. I would have thought today or tomorrow.

Dr George: By the 5th of December.

Kinross: Thank you.

Dr George: And then Mr Benson, I would give you until the 19th of December to reply.

Benson: No, I couldn't do that.

Dr George: Why not?

Benson: Member, look. All of my files are in Australia.

Dr George: When can you reply by Mr Kinross? When do you propose?

[30:02]

Kinross: Ah, Mr Benson

Dr George: Mr. Benson.

Benson: If you could give me 'til say the 10th of January which is basically; 'til the 12 of January.

Dr George: It's leaving it a little bit late sir because that does restrict the available dates. You're returning to Australia at Christmas.

Benson: Well as I say, I get back on the 24th. Nothing is going to happen on Christmas Day or Boxing Day and I'm just really looking for a couple of weeks from when I get back to be able to access my documents, they've all be in storage for months. I've got to get them out of storage and find them and then prepare something sensible. So, I'm going to need at least two weeks to do that.

Dr George: Okay, I'll give you until the 8th of January. I will extend that time if I get a hearing date a little bit later, Okay? But I'm

Benson: Okay.

Dr George: considering trying to get a hearing date some time before the 21st of January to allow you enough time to provide your documents and for Mr Kinross to consider those.

[31:00]

Benson: I might just add too, this is an aside. I have received a number of emails from Mr Kinross's agent, and they're asking me to pay some water bills for the current tenant and threatening legal action if I don't pay them.

Dr George: Okay.

Benson: Can you ask Mr Kinross to desist with those emails?

Dr George: Okay. No, I can't ask.

Kinross: No, I'm not.

Dr George: If you, if both of you can, can please stop it? That's an issue, it doesn't relate to these proceedings

Kinross: Correct

Dr George: or you can take that up with each other. Okay, Alright, so

Benson; Okay.

Dr George: this hearing will be adjourned

Kinross: Member, can I just raise again, given that today was set down and I as promised, in inverted commas, that this would be dealt with today as the adjournment, he's about four or five applications for an adjournment, all denied, and I thought it was going to go ahead I'm not, well I am taying with your ruling, given that please, even though you've said you've read the judgments, Member Ash in his 21st on the hearing

Dr George: Mr Kinross, I know.

Kinross: that Member Ash stated this is largely a documentary case, in other words. you don't need evidence.

[32:03]

Dr George: Mr Kinross, I've made my determination and there will be an adjournment.

Kinross: Yeah

Dr George: You can raise that at the hearing when we eventually proceed. Okay, anything further from you gentlemen, Mr Kinross?

Kinross: No, is there any provision I don't think as well for interest? I know there is costs if only

Dr George: No, no there's not Mr Kinross

Kinross: No, that's what I thought, so the prejudice I don't mind but the prejudice I've suffered is huge give as I said to you member that this has gone on since the first of second of September 22

Dr George: Mr Kinross, I hear what you're saying.

Kinross: Two years.

Dr George: I've made my determination.

Kinross: Yes

Dr George: There is an adjournment. Going to have an order as well that you will both receive, that Mr Benson is to the acknowledge receipt of the email documents within one business day of receipt. Okay? If you don't receive that acknowledgement you will need to follow up, Mr Kinross, Okay?

Kinross: Member, if let Mr Benson I'm sorry to put it this highly, has lied. On the application for Miss Kinsey which granted the adjournment

Dr George: Okay Mr Kinross, no more.

[33:00]

Kinross: The reason, the reason I'm raising

Dr George: The proceedings have, today's proceedings have concluded, Okay. the adjournment has been granted.

Kinross: Right.

Dr George: Are there any questions for me Mr Benson?

Benson: No, I just wish to thank you Member...

Dr George: Okay.

Benson: ... for your understanding.

Dr George: Okay. Okay, we're adjourned, thank you.

Kinross: Thank you.

Benson: Thank you.

[33:17]

Gary Benson

From: Marie Luketic <mluketic@highlandproperty.com.au>
Sent: Thursday, 28 November 2024 1:12 PM
To: gsb@winning.com
Cc: jeremykinross@gmail.com; Anthony Tripodi
Subject: FW: Outgoing Inspection & Bond Claim - 2 Short Street Leichhardt - Tenant: Gary Benson
Attachments: 15402701-OutgoingConditionReport 2 Short St - Gary Benson Tenancy.pdf; TenantLedgerReportPT- Gary Benson - 2 Short St.pdf; 2 Short St Leichhardt - Quote - Gary Benson, Tenant.pdf

Dear Gary,

Please find below an email (containing 3 x attachments) that was sent to you on the 30th May 2024.

As per NCAT orders made today, please confirm receipt of this email within one business day.

Best Regards,

Marie Luketic

Team Leader - Property Manager

t 02 8595 1888 | m 0402 670 238

e mluketic@highlandproperty.com.au | w highlandproperty.com.au

144 King Street, Newtown NSW



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From: Marie Luketic
Sent: Thursday, 30 May 2024 4:57 PM
To: 'gsb@winning.com' <gsb@winning.com>
Subject: Outgoing Inspection & Bond Claim - 2 Short Street Leichhardt - Tenant: Gary Benson

Good evening, Gary, hope this email finds you well.

Please note the following financial breakdown (NCAT claim for bond and rental monies owed) based on you handing back possession of 2 Short St Leichhardt on 10th May 2024.

Vacate Date & Keys Returned by tenant Gary Benson: 10th May 2024

Rental Paid to Date 29th March 2024

Rent owing to vacate date 10/5/24 (arrears) \$7200.00 - *Refer to tenant rental ledger attached.*

Outgoing Condition Report Completed 13th May 2024 - *Refer to outgoing inspection report attached.*

Landlord to claim full bond - costs for cleaning, gardening and internal damage | Quote attached for cleaning & damages claim.

- General clean (floors/walls/dusty & dirty) - **\$380.00.**
- Garden tidy up (weeding and tidy up rear & side of property) - **\$300.00.**
- Bathroom ceiling mould (clean & remove) - **\$500.00.**
- Repaint and patch formal living room - **\$800.00.**
***dog scratch marks on windowsills and door frames*

**Total cost for repairs, gardening and cleaning \$1980.00
+ GST (Total \$2178.00) plus balance of bond to be allocated to rental arrears \$1422.00.**

Bond Held: \$3600.00

Bond amount to be claimed by agent and balance allocated to rental arrears) \$3600.00 (claim to cover costs of cleaning & damages)

Rent owing after bond claim \$5778.00

Please arrange for **\$5778.00 to be deposited into the Belle Trust account** which will be allocated to the rental arrears balance together with the bond being claimed.

BANK: MACQUARIE BANK
BSB: 182-222
ACC NUMBER: 303-196-216
ACC NAME: Trading Homes PTY LTD

REF/DESCRIPTION: 100836BENSON

If you have any questions, please feel free to contact me.

Kind regards,

Marie Luketic
Head of Property Management

Belle Property Newtown 186 Enmore Road, Newtown NSW 2042
Office +612 9557 8883 **Mobile:** 0402 670 238 **Email:** marie.luketic@belleproperty.com
Web belleproperty.com/newtown



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BELLE PROPERTY NEWTOWN

186 Enmore Road
Newtown NSW 2042

Property Manager: Marie Luketic

OUTGOING CONDITION REPORT

Residential Tenancy Regulation
New South Wales - 2010

Address of premises
2 Short Street, Leichhardt NSW 2040

Tenant's name(s)
Gary Steven Benson

Lease Expiry Date:
01/09/23

Inspection Date:
13/05/24

CONDITION/
ACTION CODES

Y

YES

N

NO

SAMPLE CONDITION REPORT

| Bedroom 2 | | | | | |
|----------------------|---|---|---|---|---|
| Walls | Y | Y | Y | Y | Y |
| Blinds / Curtains | N | Y | N | Y | Y |
| Door / Doorway frame | Y | N | Y | Y | Y |
| Tv Aerial port | Y | Y | Y | N | Y |
| Floors Coverings | N | Y | Y | Y | Y |

Inspector Signature

Date

17/05/24

Tenant

Printed by InspectionManager.com for the use of Belle Property Newtown

ID:883-41748-1934980-15402701

Date

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HOW TO COMPLETE THIS REPORT

- Three copies, or one electronic copy, of this condition report should be completed and signed by the landlord or the landlord's agent.
- Two copies, or one electronic copy, of the report, which have been completed and signed by the landlord or the landlord's agent, must be given to the tenant before or when the tenant signs the agreement. The landlord or landlord's agent keeps the third copy or an electronic copy.
- Before the tenancy begins, the landlord or the landlord's agent must inspect the residential premises and record the condition of the premises by indicating whether the particular room item is clean, undamaged and working "Y" (YES) or "N" (NO) in the appropriate column (see example below). Where necessary, comments should be included in the report. The landlord or the landlord's agent must also indicate "yes" or "no" in relation to the matters set out under the headings "Health issues" and "Communications facilities".
- If the tenant has agreed to pay for water usage charges under the residential tenancy agreement, the landlord or landlord's agent must also indicate whether the residential premises have the required water efficiency measures.
- As soon as possible after the tenant signs the agreement, the tenant must inspect the residential premises and complete the tenant section of the condition report. The tenant indicates agreement or disagreement with the condition indicated by the landlord or landlord's agent by placing "Y" (YES) or "N" (NO) in the appropriate column and by making any appropriate comments on the form. The tenant may also comment on the matters under the headings "Health issues", "Communications facilities" and "Water efficiency devices".
- The tenant must return one copy of the completed condition report to the landlord or landlord's agent within 7 days after receiving it and is to keep the second copy.
- At, or as soon as practicable after, the termination of the tenancy agreement, both the landlord and tenant should complete the copy of the condition report that they retained, indicating the condition of the premises at the end of the tenancy. This should be done in the presence of the other party, unless the other party has been given a reasonable opportunity to be present and has not attended the inspection.

IMPORTANT INFORMATION

- It is a requirement that a condition report be completed by the landlord and the tenant (see above). This condition report is an important record of the condition of the residential premises when the tenancy begins and may be used as evidence of the state of repair or general condition of the premises at the commencement of the tenancy. It is important to complete the condition report accurately. It may be vital if there is a dispute, particularly about the return of the rental bond money and any damage to the premises.
- At the end of the tenancy the premises will be inspected and the condition of the premises at that time will be compared to that stated in the original condition report.
- A condition report should be filled out whether or not a rental bond is paid.
- If you do not have enough space on the report attach a separate sheet.
- Call Fair Trading on 13 32 20 or visit the website for information about the rights and responsibilities of landlords and tenants or before completing the condition report.

Agent Disclaimer.
This tenancy inspection report is a visual one carried out by Belle Property Newtown to assess the manner in which the tenant is maintaining your property. As your property manager, our role is to manage the tenancy; We are not qualified to assess the structural aspects of areas including but not limited to staircases, decking and balconies or to ensure that plumbing, electrical or gas mixtures of fittings, glass windows, doors and balustrades, smoke alarms, asbestos, swimming pool safety barriers (and associated fittings) comply and operate in accordance with applicable building/council codes and/or laws and regulations. The inspection does not include the moving of furniture, lifting of floor coverings, inspecting the interiors of roof spaces, under flooring, inside of cupboards, tenant's goods or other belongings. Belle Property Newtown recommends that all landlords have regular inspections carried out by suitable qualified, licensed and insured contractors and experts in the appropriate areas when necessary. Belle Property Newtown also recommends that all landlords hold adequate insurance, including landlords insurance.

Communication Facilities

The landlord must indicate whether the following communication facilities are available:

A telephone line is connected to the residential premises

Y

A internet line is connected to the residential premises

Y

Water Efficiency Devices

Only Applicable if tenant pays water usage charges for residential premises. The landlord must indicate whether the following water efficiency measures are in place in the residential premises.

Are the residential premises separately metered?

Y

The landlord must indicate the following:

(a) All showerheads have a maximum flow rate of 9 litres/min

Y

(b) on and from 23 March 2025, all toilets are dual flush toilets with a minimum 3 star rating in accordance with the WELS scheme

—

(c) All internal cold water taps and single mixer taps in kitchen or bathroom hand basins have a maximum flow rate of 9 litres/min

Y

(d) the premises have been checked and any leaking taps or toilets on the residential premises have been fixed

Y

Date the premises were last checked to see if it is compliant with the water efficiency measures:

Water Meter Location

Front entrance. Left side

Water Meter Reading

0012361

Health Issues

The landlord must indicate whether the following apply to the residential premises:

Are there any signs of mould and dampness?

Y

Are there any pests or vermin?

N

Has any rubbish been left on the premises?

N

Are the premises listed on the Loose-Fill Asbestos Insulation Register?

N

Are child safety devices installed on windows?

—

Work Completed

Approximate date when work was last done on residential premises

Installation of water efficiency measures

Painting of premises (internal)

Painting of premises (external)

Flooring laid/replaced/cleaned

Installation, repair or maintenance of smoke alarms

Other Safety Issues

The landlord must indicate whether the following apply to the residential premises:

Are there any visible signs of damaged appliances (if appliances are included as part of the tenancy)?

N

Are there any visible hazards relating to electricity (e.g. a loose or damaged electricity outlet socket, loose wiring or sparking power points)?

N

Are there any visible hazards relating to gas (e.g. a loose or damaged gas outlet socket or an open-ended gas pipe or valve)?

N

Does the tenant agree with Other Safety Issues?

—

If not, specify which items



Inspector Signature

Date

Tenant

Date

2 Short Street,Leichhardt NSW 2040

Smoke Alarm

Have smoke alarms been installed in accordance with the environmental Planning and Assessment Act 1979 (including any regulations made under that act)?

Y

Have all the smoke alarms installed on the residential premises been checked and found to be in working order?

Y

Date last checked

01-05-2024

Have the removable batteries in all the smoke alarms been replaced within the last 12 months, except for removable lithium batteries?

—

Date last changed

Have the batteries in all the smoke alarms that have a removable lithium battery been replaced in the period specified by the manufacturer of the smoke alarm?

—

Date batteries were last changed

Smoke alarm location and additional comments:

Smoke Alarms are fitted at following locations:

Staircase/hallways

Minimum Standards

Are the premises structurally sound?

Y

Note. Premises are structurally sound only if the --

a) floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings are

1) In a reasonable state of repair, and

2) Are not liable to collapse because they are rotted or otherwise defective, and

b) floors ceiling, walls and supporting structures are not subject to significant dampness, and

c) roof, ceilings and windows do not allow water penetration into the premises.

Does the premises have:

Adequate natural or artificial lighting in each room (excluding storage rooms or garages)

Y

Adequate ventilation

Y

Adequate electricity outlet sockets or gas outlet sockets for the supply of lighting and heating and for the use of appliances in the premises?

Y

Adequate plumbing and drainage?

Y

Utilities

Are the premises:

Supplied with electricity?

Y

Supplied with gas

Y

Connected to a water supply service or infrastructure that supplies water that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities?

Y

Does the premises contain bathroom facilities including toilet and washing facilities that allow privacy for the user?

Y

Does the tenant agree with Minimum Standards and Utilities?

—

If not, specify which items



Inspector Signature

Date

17/05/24

Tenant

Date

Additional Comments

Relating to Health Issues, Communication Facilities or Water Efficiency Devices (may be added landlord or tenant, or both)

Furniture List

If insufficient space please attach schedule

Refer to images.
Furniture present at outgoing as per list below .

Back yard:
-1 outdoor table and chairs.
-1 white shelf

Bedroom:
-1 white wardrobe
-1 mirror
-1 white chair

Casual lounge:
-1 tv
-1 tv cabinet
-1 fridge
-2 white cupboards
-1 console brown

Formal lounge:
-2 lamp shades
-2 white cupboards
-1 rug
-1 vase

Dining Room:
-1 white chair
-1 stand up fan



Inspector Signature

Date

17/05/24

Tenant

Date

| Condition of premises at START of tenancy | | | | | | Condition of premises at END of tenancy | | | | | | |
|---|-------|-----------|---------|------|--|---|-----------------|-------|-----------|---------|------|---|
| | Clean | Undamaged | Working | Keys | Inspector Comments | Tenant Agrees | Tenant Comments | Clean | Undamaged | Working | Keys | Inspector Comments |
| | | | | | | | | | | | | |
| Dining Room | | | | | | | | | | | | |
| Dining Room Photos | | | | | | | | | | | | |
| Floor | Y | Y | | | No damage; Refer to image: 1 2 3 | | | N | Y | | | Refer to image: 1 Timber floors showing scratch marks as per images. Not vacuumed or mopped. Refer to image: 2 3 |
| Walls | Y | Y | | | Marked and hooks as per photos; Refer to image: 4 5 6 | | | N | Y | | | Marked and hooks as per photos. Dirt and dust on all skirting boards Refer to image: 4 5 6 7 |
| Powerpoints/ Fixtures | Y | Y | | | 2x double powerpoints. Could not be tested; Refer to image: 7 | | | Y | Y | | | Floor skirtings dusty and scratched as per images. Refer to image: 8 9 |
| Windows/ Screens/ Window Safety Devices | Y | Y | Y | Y | No damage; Refer to image: 8 | | | Y | Y | Y | | All intact. Refer to image: 10 |
| Blinds/ Curtains | Y | Y | Y | Y | No damage; Refer to image: 9 10 | | | N | Y | Y | | Dusty and dirty Refer to image: 11 12 |
| Lights/ Fixtures | Y | Y | Y | Y | 6x track lights and ceiling fan; Refer to image: 11 12 | | | Y | Y | Y | | working well. Refer to image: 13 14 15 |
| Ceiling | Y | Y | | | No damage; | | | Y | Y | | | No damage Refer to image: 16 |
| Kitchen | | | | | | | | | | | | |
| Kitchen Photos | | | | | | | | | | | | |
| Microwave | Y | Y | Y | Y | Refer to image: 13 14 15 16 17 | | | | | | | Refer to image: 17 Missing microwave/hot on property |



Inspector Signature

Date 17/05/24

Tenant

Date

| Condition of premises at START of tenancy | | | | | Condition of premises at END of tenancy | | | | |
|---|-----------|-------|--|---------------|---|-----------|-------|--|--|
| | Working | | Inspector Comments | Tenant Agrees | Tenant Comments | Working | | Inspector Comments | |
| | Undamaged | Clean | | | | Undamaged | Clean | | |
| Kitchen | | | | | | | | | |
| Refridgerator | Y | Y | Refer to image: 18 19 20 21 22 23 24 25 | | | Y | Y | Fridge placed in front room. | |
| Oven/stove | Y | Y | Refer to image: 26 27 28 29 30 31 | | | Y | Y | Clean. Refer to image: 18 | |
| Floor/ Tiles | Y | Y | No damage; Refer to image: 32 33 34 35 | | | N | Y | Not vacuumed or mopped. Refer to image: 19 20 | |
| Walls/ Tiles | Y | Y | Marks shown in photos ; Refer to image: 36 37 38 39 40 | | | Y | Y | no signs of damage Refer to image: 21 22 23 | |
| Door/ Doorframe | Y | Y | Exterior wear and tear. Rip in fly screen ; Refer to image: 41 42 | | | Y | N | External side wear and tear. Rip in fly screen Refer to image: 24 | |
| Powerpoints/ Fixtures | Y | Y | 3x double powerpoints. 1x single powerpoint. Could not be tested. ; | | | N | Y | Markings of power points as per images. Refer to image: 25 26 27 | |
| Cupboards | Y | Y | No damage; Refer to image: 43 44 45 46 47 48 49 50 51 52 | | | Y | Y | No damage Refer to image: 28 29 | |
| Benchtops/ Tiling | Y | Y | No damage; Refer to image: 53 54 55 | | | Y | Y | No damage Refer to image: 30 31 32 | |
| Sink/ Taps | Y | Y | No damage. Could not be tested ; Refer to image: 56 57 58 | | | Y | Y | No damage. Refer to image: 33 | |
| Windows/ Screens/ Window Safety Devices | Y | Y | No damage; Refer to image: 59 | | | Y | Y | No damage Refer to image: 34 | |



Inspector Signature

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17/05/24

Tenant

Date

| Condition of premises at START of tenancy | | | | | Condition of premises at END of tenancy | | | | | | | |
|---|-------|-----------|---------|------|--|---------------|-----------------|-------|-----------|---------|------|--|
| | Clean | Undamaged | Working | Keys | Inspector Comments | Tenant Agrees | Tenant Comments | Clean | Undamaged | Working | Keys | Inspector Comments |
| | | | | | | | | | | | | |
| Kitchen | | | | | | | | | | | | |
| Lights/ Fixtures | Y | Y | Y | Y | Track with 2 working lights; Refer to image: 60 | | | Y | Y | Y | Y | working well. Refer to image: 35 |
| Ceiling | Y | Y | Y | Y | Staining present in photos; Refer to image: 61 62 | | | Y | Y | Y | Y | No damage. Refer to image: 36 |
| Formal Lounge | | | | | | | | | | | | |
| Formal Lounge Photos | | | | | | | | | | | | |
| Floor | Y | Y | Y | Y | No damage; Refer to image: 63 64 65 66 67 68 | | | N | Y | Y | Y | Refer to image: 37 38 39 Not vacuumed or mopped. Refer to image: 40 41 42 |
| Walls | Y | Y | Y | Y | Scuff shown in photos ; Refer to image: 69 70 71 72 73 74 | | | Y | N | N | Y | Marked as per images. Refer to image: 43 44 45 46 47 48 49 50 51 52 53 54 |
| Door/ Doorframe | Y | Y | Y | Y | No damage; Refer to image: 75 76 | | | Y | N | N | Y | Door frames extensively scratched as per images. ** scratches from tenants dog. Refer to image: 55 56 |
| Windows/ Screens/ Window Safety Devices | Y | Y | Y | Y | No damage; Refer to image: 77 78 | | | Y | N | N | Y | window frame extensively scratched as per images. ** scratches from tenants dog. Refer to image: 57 58 |
| Blinds/ Curtains | Y | Y | Y | Y | No damage; Refer to image: 79 80 | | | N | Y | Y | Y | Dusty and dirty Refer to image: 59 |



Inspector Signature

Date

17/05/24

Tenant

Date

| Condition of premises at START of tenancy | | | | | Condition of premises at END of tenancy | | | | | | | |
|---|-------|-----------|---------|------|---|---------------|-----------------|-------|-----------|---------|------|---|
| | Clean | Undamaged | Working | Keys | Inspector Comments | Tenant Agrees | Tenant Comments | Clean | Undamaged | Working | Keys | Inspector Comments |
| | | | | | | | | | | | | |
| Formal Lounge | | | | | | | | | | | | |
| Lights/ Fixtures | Y | Y | Y | Y | 1x oyster fitting, no cover. 6x track lights 1 not working, ceiling fan; Refer to image: 81 82 | | | Y | Y | Y | | Lights working well. Refer to image: 60 |
| Ceiling | Y | Y | Y | | No damage; Refer to image: 83 | | | Y | Y | | | No damage Refer to image: 61 62 |
| Casual Lounge | | | | | | | | | | | | |
| Casual Lounge Photos | | | | | | | | | | | | |
| Walls | Y | Y | Y | | Refer to image: 84 85 86 87 88 89 90 91 | | | Y | N | | | Rising damp displayed as per images. Refer to image: 68 69 70 71 72 73 74 75 76 |
| Floor | Y | Y | | | Refer to image: 92 93 94 95 96 | | | N | N | | | - Not vacuumed or mopped. - Refer to photo #70 above - large circled stain / damage on floorboards needs to be sanded, re-stained and varnished (repair) Refer to image: 77 78 79 80 81 |
| Door/ Doorframe | Y | Y | Y | Y | No damage ; Refer to image: 97 98 | | | Y | Y | Y | Y | No damage Refer to image: 82 83 |
| Powerpoints/ Fixtures | Y | Y | | | 5x double powerpoints. Could not be tested; Refer to image: 99 100 101 | | | Y | N | | | Internet box detached and from wall (damaged) Refer to image: 84 85 86 87 88 89 90 |
| Windows/ Screens/ Window Safety Devices | Y | Y | Y | Y | No damage; Refer to image: 102 103 104 | | | Y | Y | Y | Y | No damage Refer to image: 91 92 93 |



Inspector Signature

Date 17/05/24

Tenant

Date

| Condition of premises at START of tenancy | | | | | Condition of premises at END of tenancy | | | | | | | |
|---|-------|-----------|---------|------|--|---------------|-----------------|-------|-----------|---------|------|---|
| | Clean | Undamaged | Working | Keys | Inspector Comments | Tenant Agrees | Tenant Comments | Clean | Undamaged | Working | Keys | Inspector Comments |
| | | | | | | | | | | | | |
| Casual Lounge | | | | | | | | | | | | |
| Lights/ Fixtures | Y | Y | Y | Y | 23 x track lights, 2 ceiling fans; Refer to image: 105 106 107 108 | | | Y | Y | Y | | All lights working well. Refer to image: 94 95 |
| Ceiling | Y | Y | Y | | No damage; | | | Y | Y | | | No damage Refer to image: 96 97 |
| Staircase/hallways | | | | | | | | | | | | |
| Staircase/hallways Photos | | | | | | | | | | | | |
| Door | Y | Y | Y | Y | Refer to image: 109 110 111 | | | Y | Y | Y | Y | Refer to image: 98 99 100 101 102 |
| Floor | Y | Y | | | Refer to image: 112 113 114 115 116 117 118 119 120 121 | | | N | Y | | | No Damage. Refer to image: 103 104 105 |
| Walls | Y | Y | Y | | 6 screws; Refer to image: 122 123 124 125 126 127 128 129 130 131 132 | | | Y | N | | | paint bubbling and peeling Refer to image: 108 109 |
| Powerpoints/ Fixtures | Y | Y | Y | | 2x double powerpoints. Could not be tested; Refer to image: 133 134 135 | | | Y | Y | | | Intact Refer to image: 110 111 |
| Windows/ Screens/ Window Safety Devices | Y | Y | Y | Y | 1x cracked tiled glass; Refer to image: 136 137 | | | Y | Y | Y | | Front door intact. Refer to image: 112 |
| Lights/ Fixtures | Y | Y | Y | Y | Single track light not working; Refer to image: 138 139 140 141 | | | Y | Y | Y | Y | All working well. Refer to image: 113 114 |

| Condition of premises at START of tenancy | | | | | Condition of premises at END of tenancy | | |
|---|-----------|---------|--|---------------|---|---|-----------|
| | Keys | | Inspector Comments | Tenant Agrees | Tenant Comments | Keys | |
| | Undamaged | Working | | | | Clean | Undamaged |
| Staircase/hallwa | | | | | | | |
| ys | | | | | | | |
| Ceiling | Y | Y | | | | Y | Y |
| | | | No damage. | | | No damage. | |
| | | | Refer to image: 115 | | | Refer to image: 115 | |
| Toilet | | | | | | | |
| Toilet Photos | | | | | | | |
| Floor/ Tiles | Y | Y | No damage; Refer to image: 142 | | | N | Y |
| | | | Not vacuumed or mopped. | | | Refer to image: 116 117 | |
| Walls/ Tiles | Y | Y | Wear and tear present - cracks, markings, scuffs; Refer to image: 143 144 145 146 147 | | | Y | N |
| | | | Refer to image: 118 119 120 | | | Wear and tear present - cracks, markings, scuffs. | |
| | | | Refer to image: 118 119 120 | | | Refer to image: 118 119 120 | |
| Door/ Doorframe | Y | Y | No damage; Refer to image: 148 149 | | | Y | Y |
| | | | No damage. | | | No damage | |
| | | | Refer to image: 121 | | | Refer to image: 121 | |
| Toilet/ Cistern/ Seat | Y | Y | Mark shown in photos; Refer to image: 150 151 152 | | | Y | Y |
| | | | Working well. | | | Working well. | |
| | | | Refer to image: 122 | | | Refer to image: 122 | |
| Wash Basin | Y | Y | Wear and tear shown in photos; Refer to image: 153 | | | Y | Y |
| | | | Wear and tear shown in photos | | | Wear and tear shown in photos | |
| | | | Refer to image: 123 | | | Refer to image: 123 | |
| Toilet Roll Holder | Y | Y | Refer to image: 154 | | | Y | Y |
| | | | No damage. | | | No damage. | |
| | | | Refer to image: 124 | | | Refer to image: 124 | |
| Exhaust Fan/ Vent | Y | Y | Working at time of inspection ; Refer to image: 155 | | | Y | Y |
| | | | Working at time of inspection | | | Working at time of inspection | |
| | | | Refer to image: 125 | | | Refer to image: 125 | |
| Bathroom | | | | | | | |

| Condition of premises at START of tenancy | | | | | Condition of premises at END of tenancy | | | | |
|---|-----------|-------|---|---------------|---|-----------|-------|--|--|
| | Working | | Inspector Comments | Tenant Agrees | Tenant Comments | Working | | Inspector Comments | |
| | Undamaged | Clean | | | | Undamaged | Clean | | |
| Bathroom | | | | | | | | | |
| Bathroom Photos | | | | | | | | | |
| Floor/ Tiles | Y | Y | No damage; Refer to image: 156 157 | | | N | Y | Refer to image: 125 127 | |
| Walls/ Tiles | Y | Y | Shown in photos - cracks, hips, discolouration, marks and peeling. ; Refer to image: 158 159 160 161 162 163 164 165 | | | N | N | Ceiling has excessive mould, never cleaned or maintained. Broken and cracked wall tiles. Paint cracking and peeling as per images. Refer to image: 129 130 131 | |
| Door/ Doorframe | Y | Y | 1x hook on door ; Refer to image: 166 167 | | | Y | Y | No damage. Refer to image: 132 | |
| Powerpoints/ Fixtures | Y | Y | 1x single powerpoint. Could not be tested; | | | Y | Y | No damage. | |
| Mirror/ Cabinet | Y | Y | Rusting evident ; Refer to image: 168 | | | Y | Y | General wear and tear displayed. Refer to image: 133 134 | |
| Taps/ Basin | Y | Y | Wear and tear shown in photos; Refer to image: 169 170 171 | | | Y | Y | General wear and tear displayed. Refer to image: 135 136 | |
| Cupboard/ Drawers | Y | Y | No damage; Refer to image: 172 | | | Y | Y | General wear and tear displayed. Refer to image: 137 | |
| Bath | Y | Y | Wear and tear present ; Refer to image: 173 174 175 | | | N | Y | Dirty and not clean. Soap residue in soap holder. General wear and tear fading displayed. Refer to image: 138 139 140 | |

Inspector Signature

Date 17/05/24

Tenant

Date

| Condition of premises at START of tenancy | | | | | Condition of premises at END of tenancy | | | | | | | |
|---|-------|-----------|---------|------|---|---------------|-----------------|-------|-----------|---------|------|--|
| | Clean | Undamaged | Working | Keys | Inspector Comments | Tenant Agrees | Tenant Comments | Clean | Undamaged | Working | Keys | Inspector Comments |
| | | | | | | | | | | | | |
| Bathroom | | | | | | | | | | | | |
| Shower/ Screen/ Taps | Y | Y | Y | Y | No damage; Refer to image: 176 177 | | | N | Y | Y | | General wear and tear displayed. Refer to image: 141 |
| Towel Rails | Y | Y | Y | Y | Refer to image: 178 | | | Y | Y | Y | | No damage |
| Windows/ Screens/ Window Safety Devices | Y | Y | Y | Y | No damage; Refer to image: 179 | | | N | Y | Y | | No damage. Dirty frame Refer to image: 142 |
| Lights/ Fixtures | Y | Y | Y | Y | 1x light fitting; Refer to image: 180 | | | Y | N | Y | | Lights working well. Ceiling has excessive mould, tenant never cleaned/aerated or maintained. Refer to image: 143 144 145 |
| Bedroom | | | | | | | | | | | | |
| Bedroom Photos | | | | | | | | | | | | |
| Floor | Y | Y | | | No damage; Refer to image: 181 182 183 184 185 | | | N | Y | | | Not vacuumed or mopped. Refer to image: 146 147 148 149 150 151 152 |
| Walls | Y | Y | | | 3x hooks; Refer to image: 186 187 188 189 190 | | | Y | N | | | Please refer to images in wall floor section. Bubbling paint displayed on wall backing onto the bathroom. |
| Door/ Doorframe | Y | Y | Y | Y | 3 x hooks; Refer to image: 191 192 | | | Y | Y | Y | | No damage. Refer to image: 153 |
| Powerpoints/ Fixtures | Y | Y | | | 4x double powerpoints. Could not be tested; | | | Y | Y | | | No damage. |



Inspector Signature

Date 17/05/24

Tenant

Date

| Condition of premises at START of tenancy | | | | | Condition of premises at END of tenancy | | | | |
|---|-----------|---------|---|---------------|---|-------|---------|---|--|
| | Keys | | Inspector Comments | Tenant Agrees | Tenant Comments | Keys | | Inspector Comments | |
| | Undamaged | Working | | | | Clean | Working | | |
| Bedroom | | | | | | | | | |
| Windows/ Screens/ Window Safety Devices | Y | Y | No damage; Refer to image: 194 195 196 197 198 | | | Y | Y | No damage Refer to image: 154 155 | |
| | Y | Y | No damage; Refer to image: 199 200 201 202 203 204 | | | N | Y | Dusty and dirty Refer to image: 156 | |
| Lights/ Fixtures | Y | Y | All spotlights working, fan working; Refer to image: 205 206 | | | Y | Y | All lights working well. Refer to image: 157 158 | |
| | Y | Y | | | | Y | Y | No damage Refer to image: 159 160 | |
| Bedroom 2 | | | | | | | | | |
| Bedroom 2 Photos | | | | | | | | | |
| Floor | Y | Y | No damage; Refer to image: 207 208 | | | N | Y | Refer to image: 161 162 Not vacuumed or mopped. Refer to image: 163 164 | |
| | Y | Y | Peeling and marks present in photos; Refer to image: 209 210 211 212 | | | Y | N | Peeling and marks present in photos Refer to image: 165 166 167 168 | |
| Door/ Doorframe | Y | Y | 1 hook on door; Refer to image: 213 214 | | | Y | Y | No damage.3 hooks. Refer to image: 169 | |
| | Y | Y | Refer to image: 215 216 217 218 219 220 | | | Y | Y | No damage. | |
| Windows/ Screens/ Window Safety Devices | Y | Y | No damage; Refer to image: 221 | | | Y | Y | No damage Refer to image: 170 171 172 173 174 | |

| Condition of premises at START of tenancy | | | | | Condition of premises at END of tenancy | | | | | | |
|---|-----------|---------|------|--------------------|---|-----------------|-------|-----------|---------|------|--|
| Clean | Undamaged | Working | Keys | Inspector Comments | Tenant Agrees | Tenant Comments | Clean | Undamaged | Working | Keys | Inspector Comments |
| | | | | | | | | | | | |
| Bedroom 2 | | | | | | | | | | | |
| Blinds/ Curtains | | Y | Y | Y | 4x blinds. No damage ; Refer to image: 222 | | N | Y | Y | | Dusty and dirty |
| Lights/ Fixtures | | Y | Y | Y | 9x spotlights; Refer to image: 223 224 | | Y | Y | Y | | All lights working well. Refer to image: 175 |
| Ceiling | | Y | Y | Y | | | Y | Y | | | AC not working in this bedroom |
| Exterior | | | | | | | | | | | |
| Exterior Photos | | | | | | | | | | | |
| Entrance | | Y | Y | Y | Refer to image: 225 226 227 228 | | N | Y | | | Weeds overgrown/not maintained by tenant. Refer to image: 185 186 187 |
| Rear | | Y | Y | Y | Refer to image: 229 230 231 232 233 234 235 236 237 238 239 | | N | Y | | | Weeds and garden overgrown/unmaintained by tenant. Pergola blocked with weeds/leaves and dirt. Never cleaned Furniture as per images. Refer to image: 188 189 190 191 192 193 194 195 196 197 |

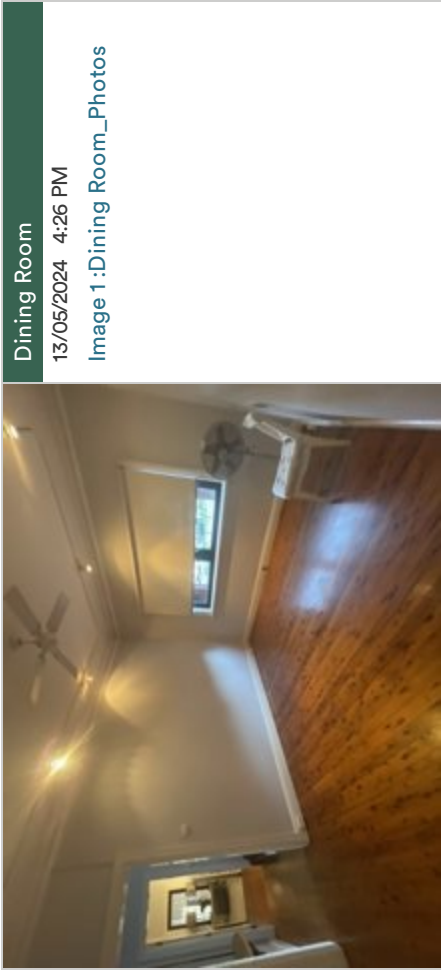


Inspector Signature

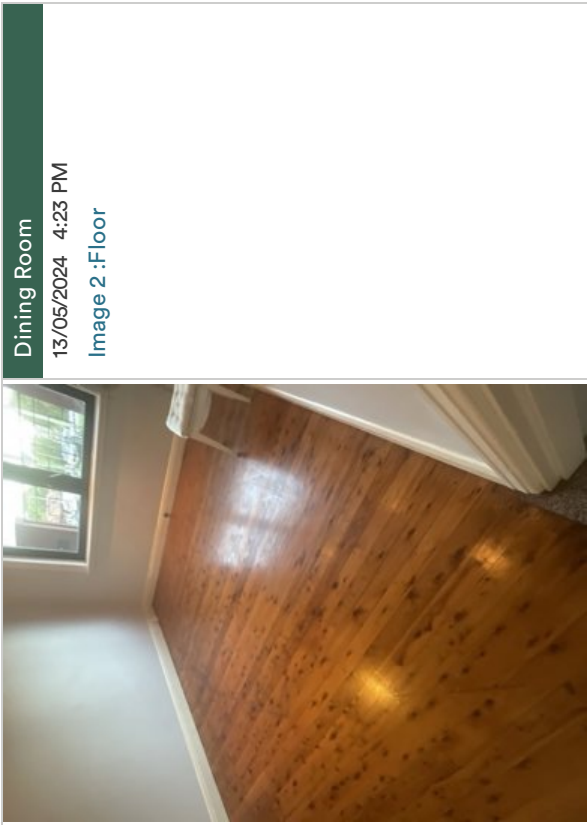
Date 17/05/24

Tenant

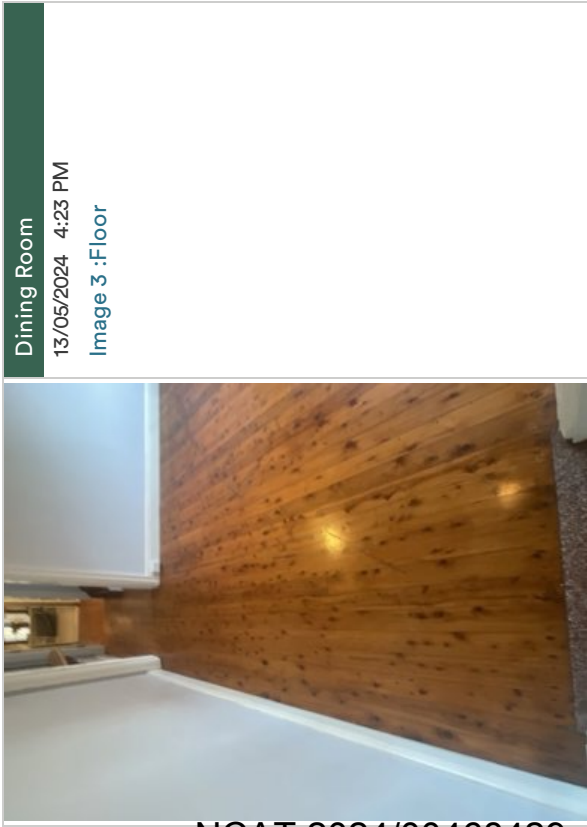
Date



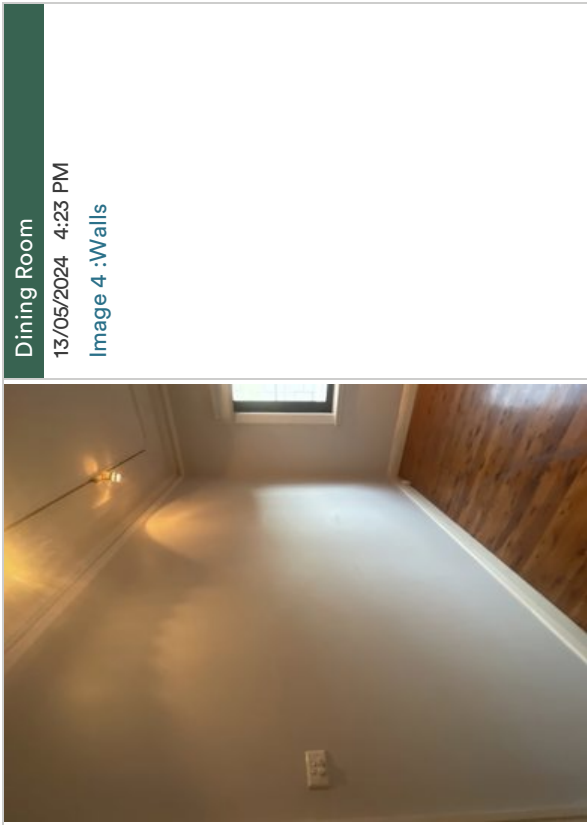
Dining Room
13/05/2024 4:26 PM
Image 1 :Dining Room_Photos



Dining Room
13/05/2024 4:23 PM
Image 2 :Floor



Dining Room
13/05/2024 4:23 PM
Image 3 :Floor



Dining Room
13/05/2024 4:23 PM
Image 4 :Walls

Inspector Signature 

Date 17/05/24 Tenant

Date



Dining Room

13/05/2024 4:24 PM

Image 5 :Walls



Dining Room

13/05/2024 4:26 PM

Image 6 :Walls

1. Dirt and dust on all skirtings



Dining Room

13/05/2024 4:26 PM

Image 7 :Walls

1. Floors not cleaned



Dining Room

13/05/2024 4:24 PM

Image 8 :Powerpoints/ Fixtures

Inspector Signature

Date

17/05/24

Tenant

Date




Dining Room

13/05/2024 4:24 PM

Image 9 :Powerpoints/ Fixtures


1. Dirt and dust on all skirtings



Dining Room

13/05/2024 4:24 PM

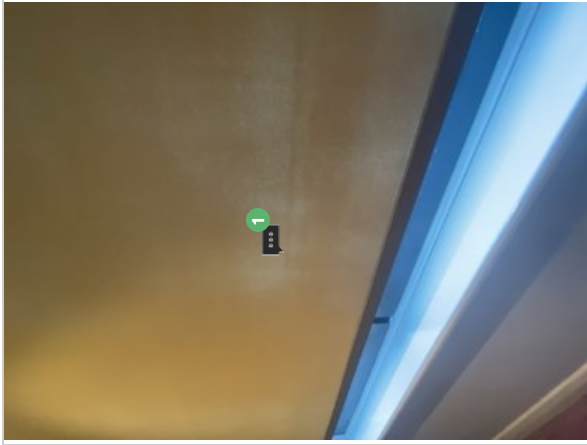
Image 10 :Windows/ Screens...



Dining Room

13/05/2024 4:25 PM

Image 11 :Blinds/ Curtains



Dining Room

13/05/2024 4:25 PM

Image 12 :Blinds/ Curtains

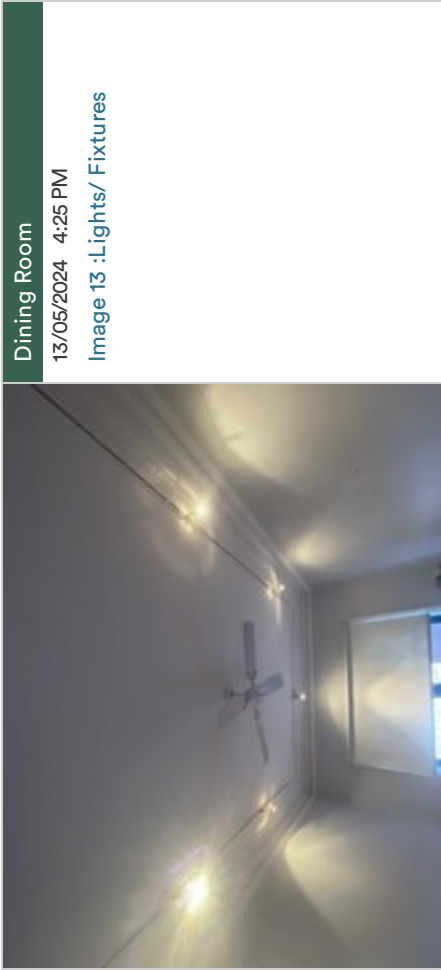
1. Dusty and dirty blinds

Inspector Signature 

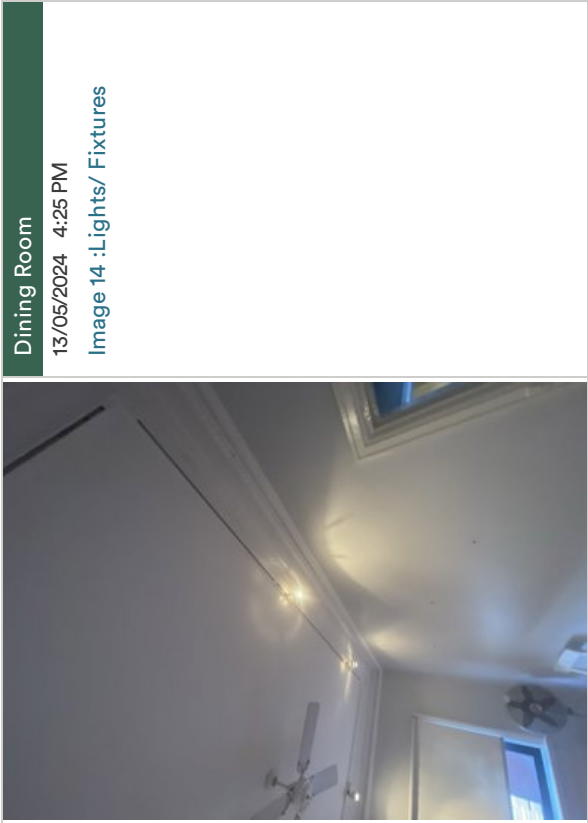
Date 17/05/24

Tenant

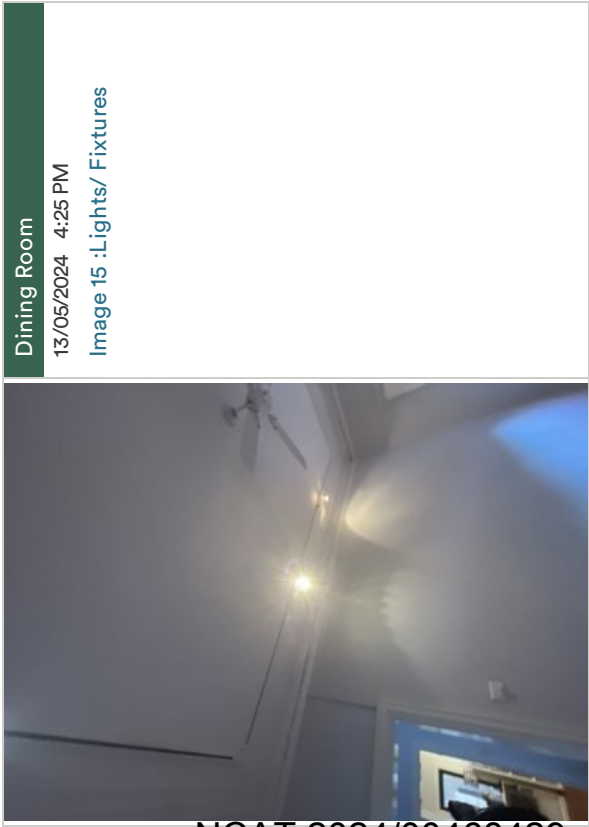
Date



Dining Room
13/05/2024 4:25 PM
Image 13 :Lights/ Fixtures



Dining Room
13/05/2024 4:25 PM
Image 14 :Lights/ Fixtures



Dining Room
13/05/2024 4:25 PM
Image 15 :Lights/ Fixtures



Dining Room
13/05/2024 4:26 PM
Image 16 :Ceiling

Inspector Signature 

Date 17/05/24

Tenant

Date



Kitchen
13/05/2024 4:26 PM
Image 17 :Kitchen_Photos



Kitchen
13/05/2024 4:20 PM
Image 18 :Oven/stove



Kitchen
13/05/2024 4:21 PM
Image 19 :Floor/ Tiles
1. floors not clean.



Kitchen
13/05/2024 4:21 PM
Image 20 :Floor/ Tiles

WKS

Inspector Signature

Date

17/05/24

Tenant

Date



Kitchen

13/05/2024 4:21 PM

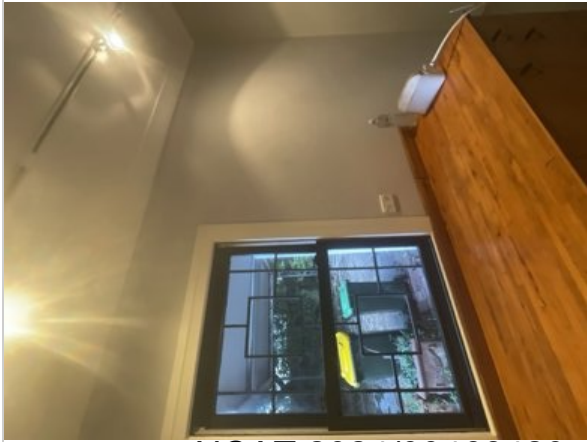
Image 21 :Walls/ Tiles



Kitchen

13/05/2024 4:21 PM

Image 22 :Walls/ Tiles



Kitchen

13/05/2024 4:21 PM

Image 23 :Walls/ Tiles



Kitchen

13/05/2024 4:21 PM

Image 24 :Door/ Doorframe


Inspector Signature 

Date

17/05/24

Tenant

Date




Kitchen
13/05/2024 4:21 PM
Image 25 :Powerpoints/ Fixtures
1. marked



Kitchen
13/05/2024 4:21 PM
Image 26 :Powerpoints/ Fixtures
1. marked



Kitchen
13/05/2024 4:21 PM
Image 27 :Powerpoints/ Fixtures
1. marked

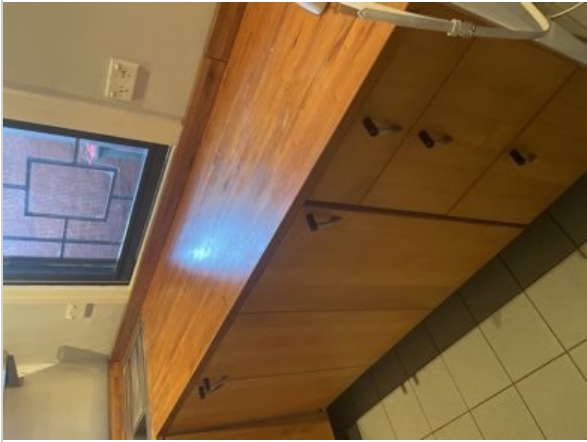


Kitchen
13/05/2024 4:22 PM
Image 28 :Cupboards

Inspector Signature 

Date 17/05/24 Tenant

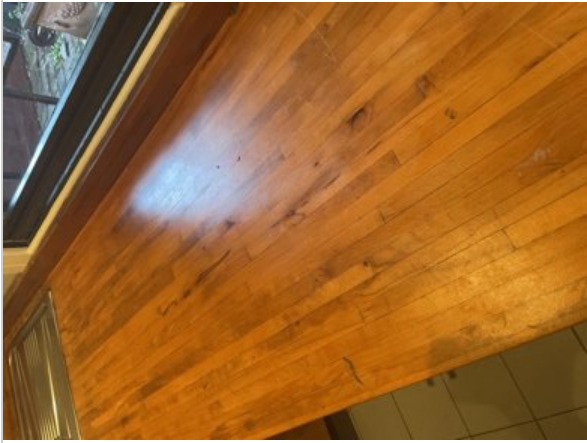
Date



Kitchen

13/05/2024 4:22 PM

Image 29 :Cupboards



Kitchen

13/05/2024 4:22 PM

Image 30 :Benchtops/ Tiling



Kitchen

13/05/2024 4:22 PM

Image 31 :Benchtops/ Tiling



Kitchen

13/05/2024 4:22 PM

Image 32 :Benchtops/ Tiling

Inspector Signature

Date

17/05/24

Tenant

Date



Kitchen

13/05/2024 4:22 PM

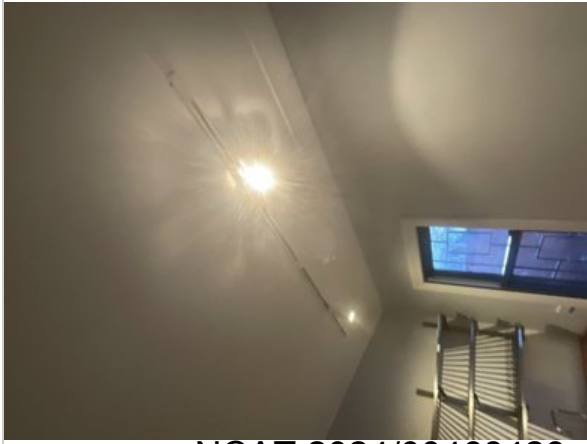
Image 33 :Sink/ Taps



Kitchen

13/05/2024 4:22 PM

Image 34 :Windows/ Screens/ ...



Kitchen

13/05/2024 4:23 PM

Image 35 :Lights/ Fixtures



Kitchen

13/05/2024 4:23 PM

Image 36 :Ceiling

Inspector Signature

Date

17/05/24

Tenant

Date



Formal Lounge
13/05/2024 4:27 PM
Image 37 :Formal Lounge_Photos



Formal Lounge
13/05/2024 4:30 PM
Image 38 :Formal Lounge_Ph...



Formal Lounge
13/05/2024 4:30 PM
Image 39 :Formal Lounge_Photos



Formal Lounge
13/05/2024 4:27 PM
Image 40 :Floor

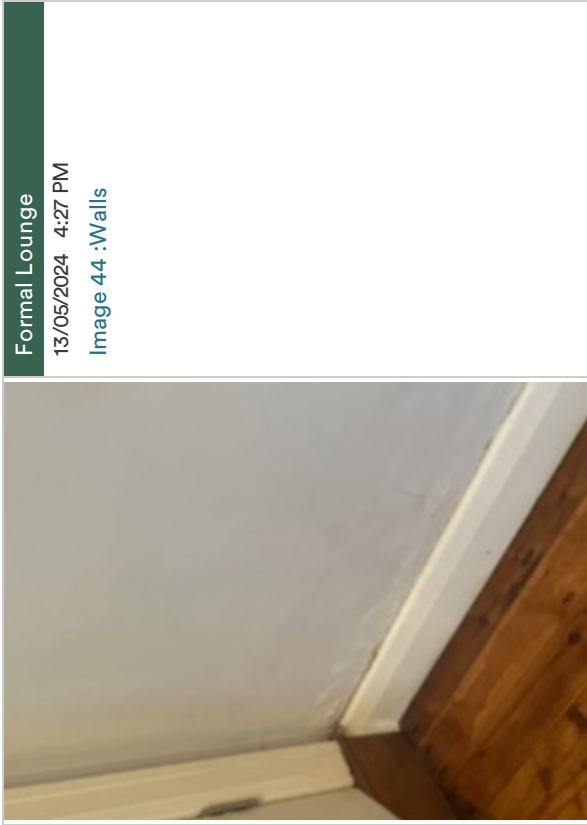
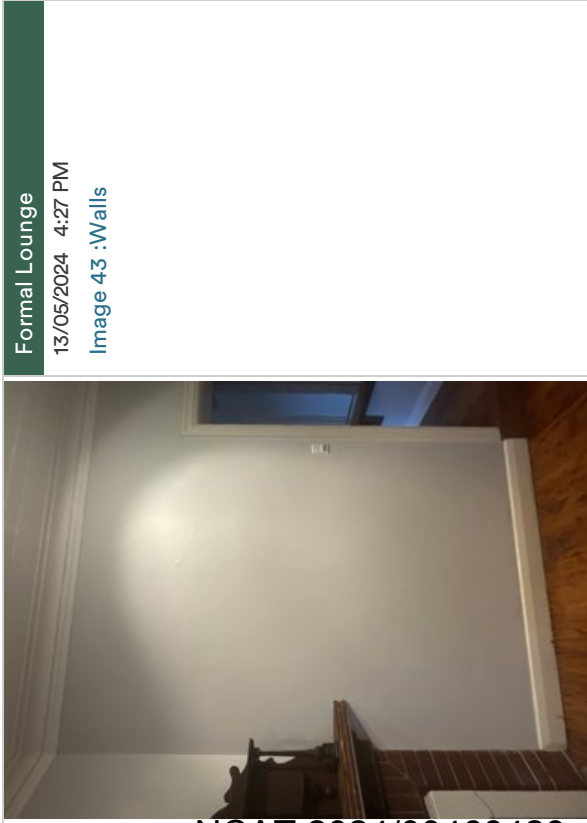
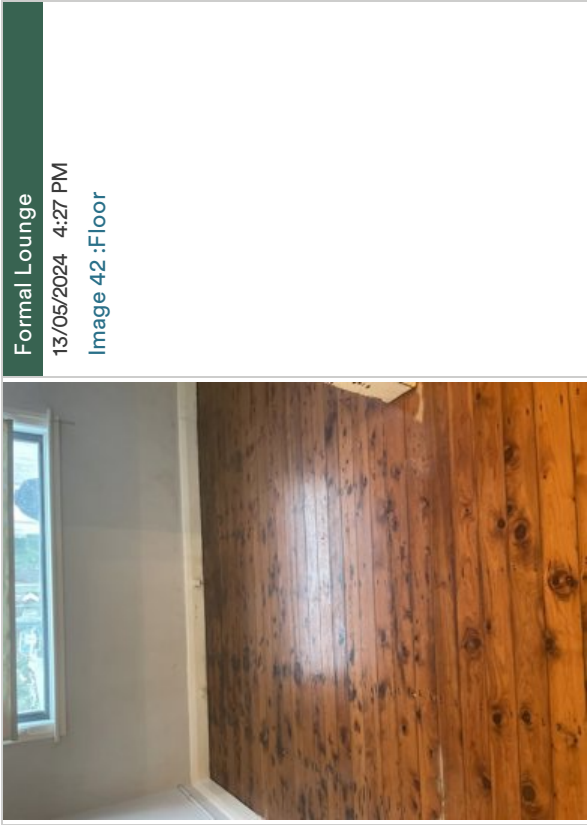
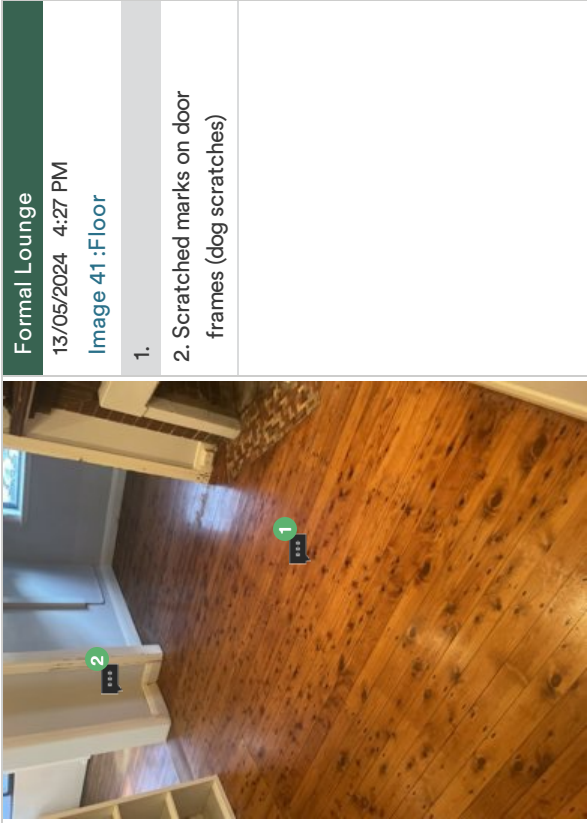
Inspector Signature

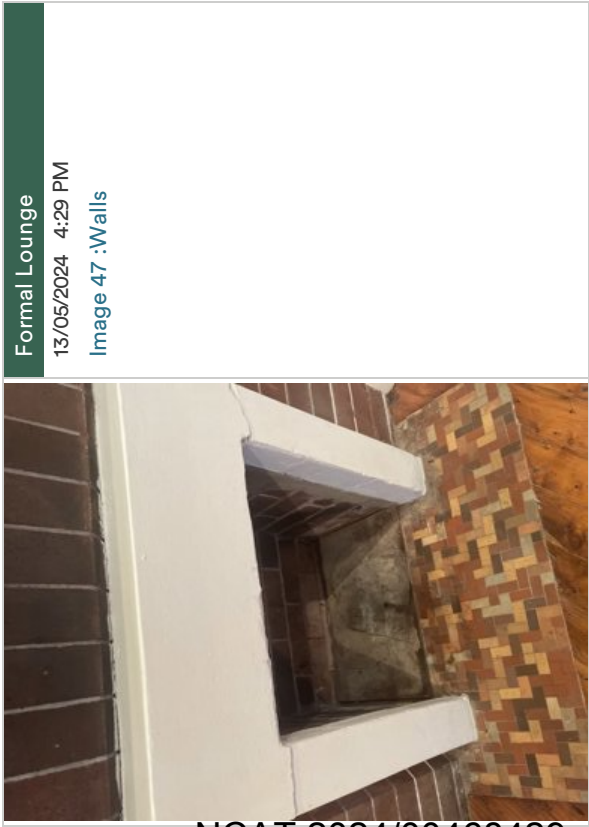
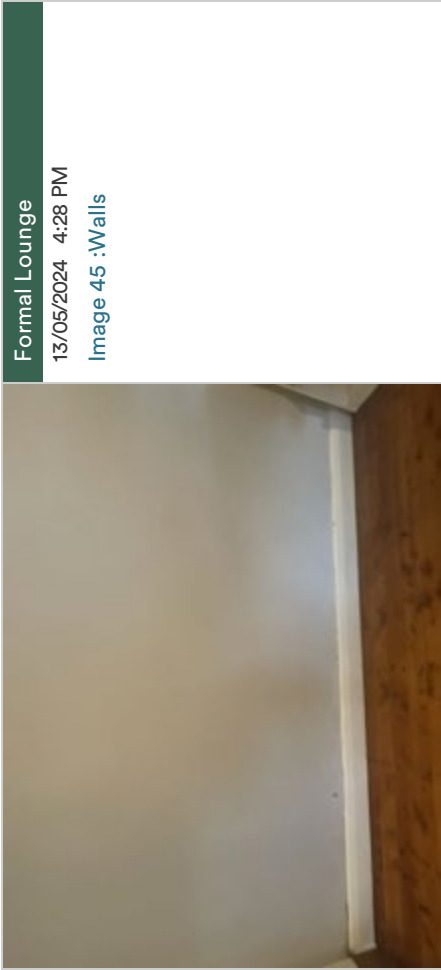
Date

17/05/24

Tenant

Date



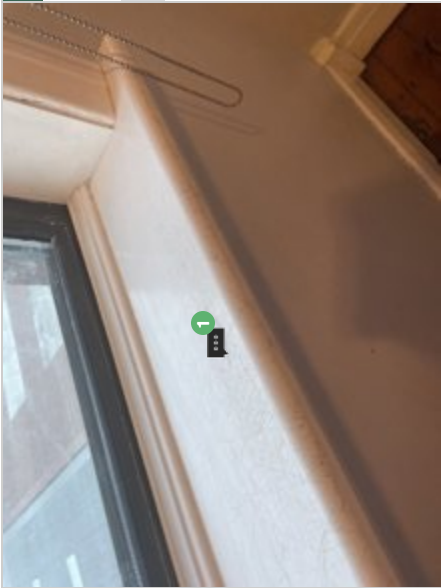


Formal Lounge

13/05/2024 4:30 PM

Image 50 :Walls

1. Scratches from tenants dog

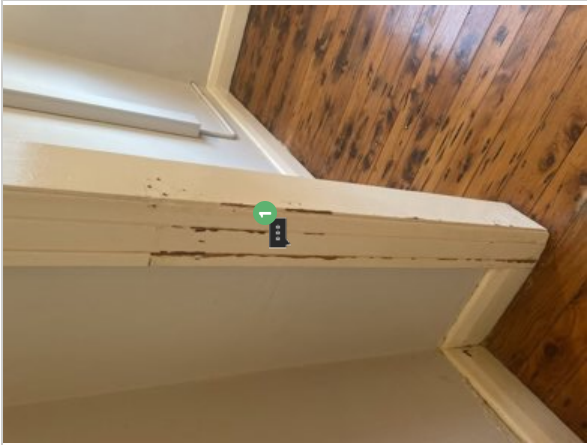


Formal Lounge

13/05/2024 4:29 PM

Image 49 :Walls

1. Scratches from tenants dog



Formal Lounge

13/05/2024 4:30 PM

Image 52 :Walls

1. Scratches from tenants dog




Formal Lounge

13/05/2024 4:30 PM

Image 51 :Walls

1. Scratches from tenants dog



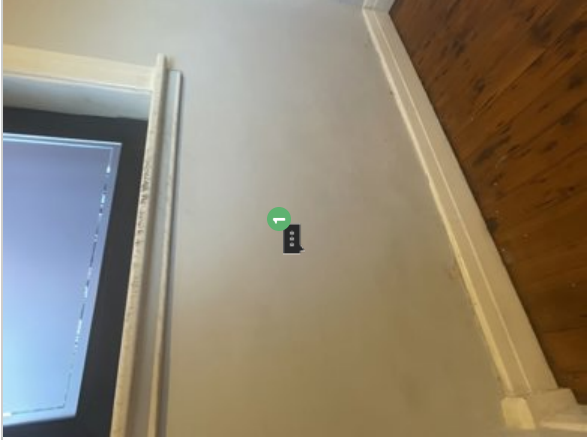


Formal Lounge

13/05/2024 4:30 PM

Image 53 :Walls

1. Scratches from tenants dog



Formal Lounge

13/05/2024 4:30 PM

Image 54 :Walls

1. Scratches from tenants dog -
dirty walls



Formal Lounge

13/05/2024 4:28 PM

Image 55 :Door/ Doorframe



Formal Lounge

13/05/2024 4:28 PM

Image 56 :Door/ Doorframe

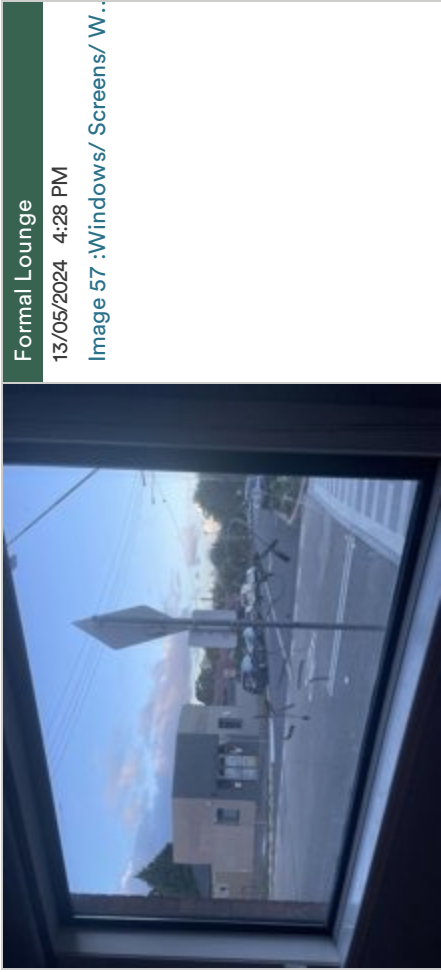
Inspector Signature

Date

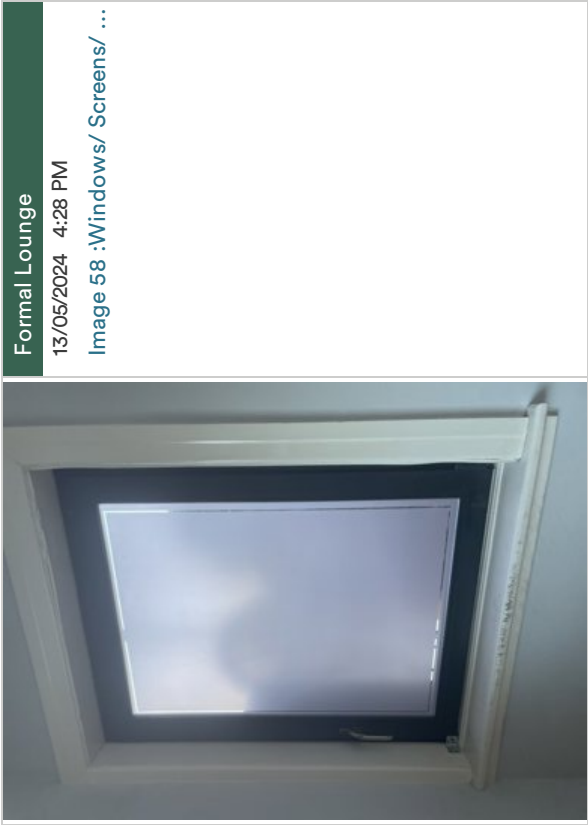
17/05/24

Tenant

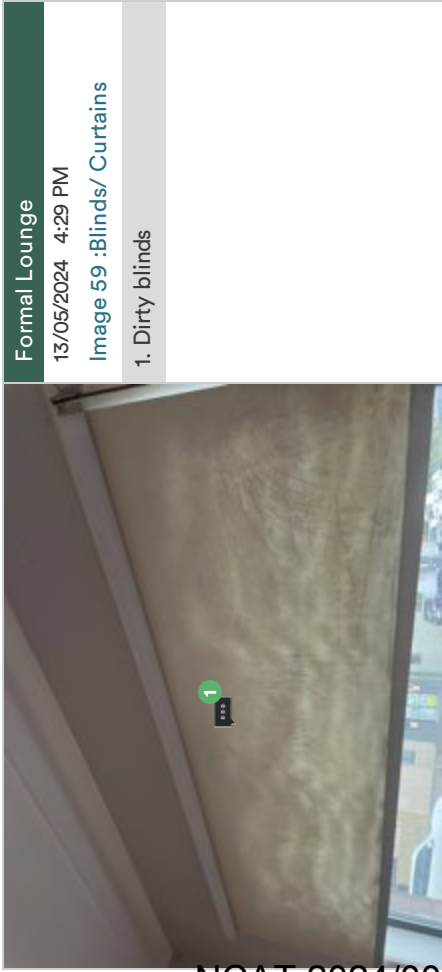
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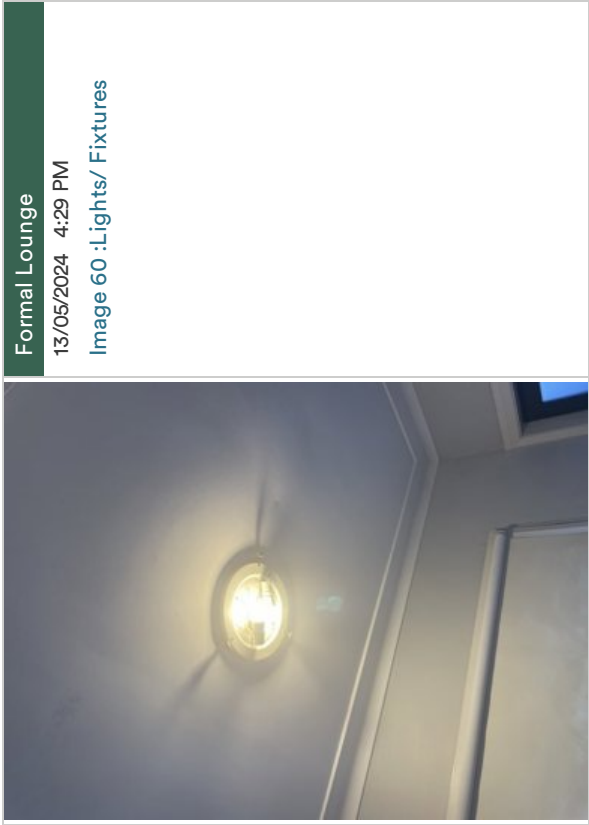
Formal Lounge
13/05/2024 4:28 PM
Image 57 :Windows/ Screens/ W...



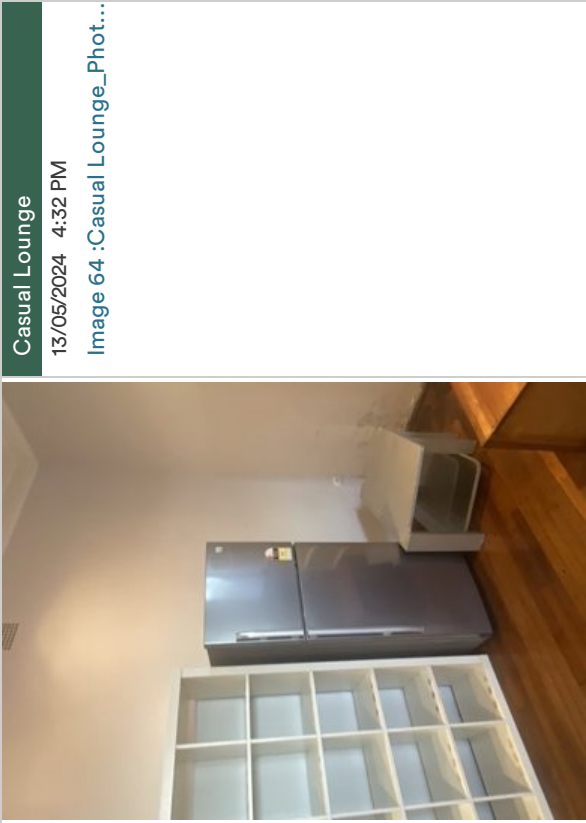
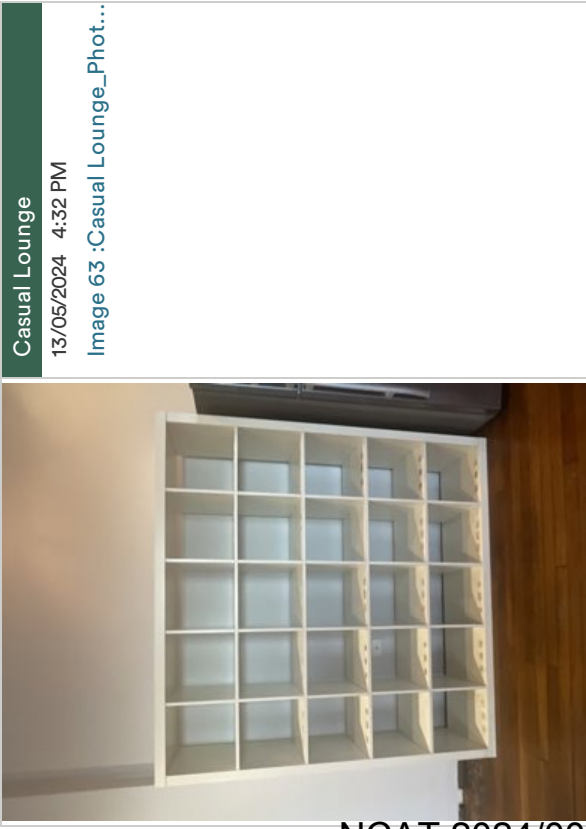
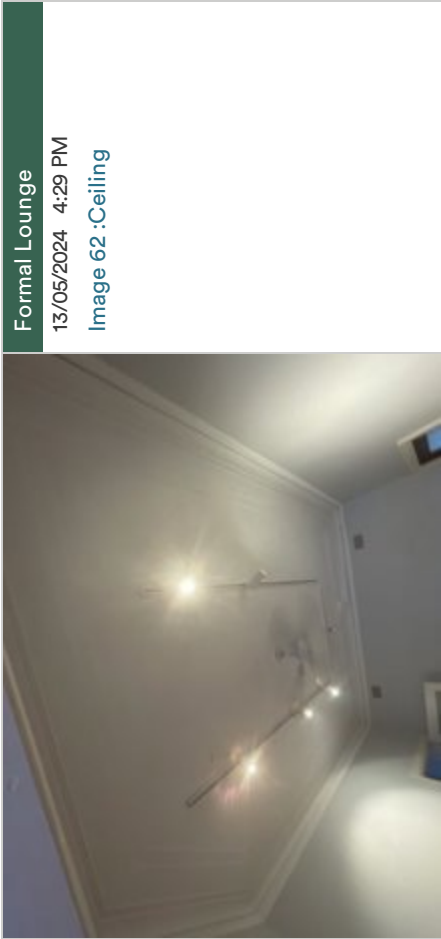
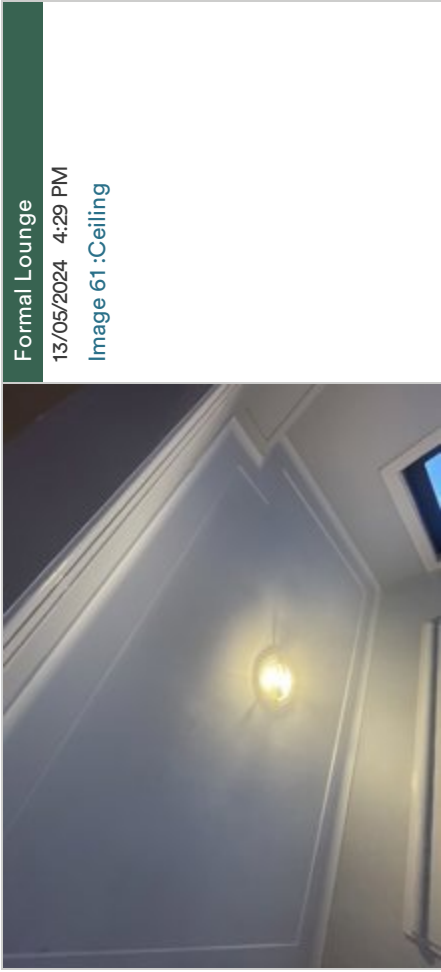
Formal Lounge
13/05/2024 4:28 PM
Image 58 :Windows/ Screens/ ...



Formal Lounge
13/05/2024 4:29 PM
Image 59 :Blinds/ Curtains
1. Dirty blinds



Formal Lounge
13/05/2024 4:29 PM
Image 60 :Lights/ Fixtures



[Handwritten Signature]

Inspector Signature

Date

17/05/24

Tenant

Date



Casual Lounge

13/05/2024 4:32 PM

Image 65 :Casual Lounge_Photos



Casual Lounge

13/05/2024 4:32 PM

Image 66 :Casual Lounge_Photos



Casual Lounge

13/05/2024 4:32 PM

Image 67 :Casual Lounge_Photos



Casual Lounge

13/05/2024 4:31 PM

Image 68 :Walls

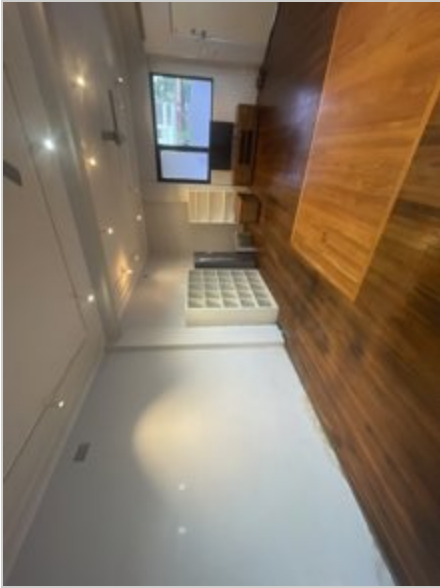
Inspector Signature 

Date

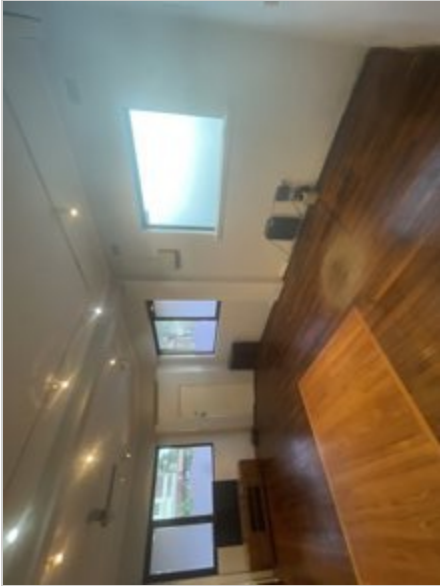
17/05/24

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Date



Casual Lounge
13/05/2024 4:31 PM
Image 69 :Walls



Casual Lounge
13/05/2024 4:31 PM
Image 70 :Walls



Casual Lounge
13/05/2024 4:31 PM
Image 71 :Walls



Casual Lounge
13/05/2024 4:31 PM
Image 72 :Walls

Inspector Signature

Date

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Tenant

Date



Casual Lounge
13/05/2024 4:31 PM
Image 73 :Walls



Casual Lounge
13/05/2024 4:31 PM
Image 74 :Walls



Casual Lounge
13/05/2024 4:31 PM
Image 75 :Walls



Casual Lounge
13/05/2024 4:32 PM
Image 76 :Walls

Inspector Signature

Date 17/05/24

Tenant

Date



Casual Lounge
13/05/2024 4:32 PM
Image 77 :Floor



Casual Lounge
13/05/2024 4:32 PM
Image 78 :Floor



Casual Lounge
13/05/2024 4:32 PM
Image 79 :Floor



Casual Lounge
13/05/2024 4:34 PM
Image 80 :Floor

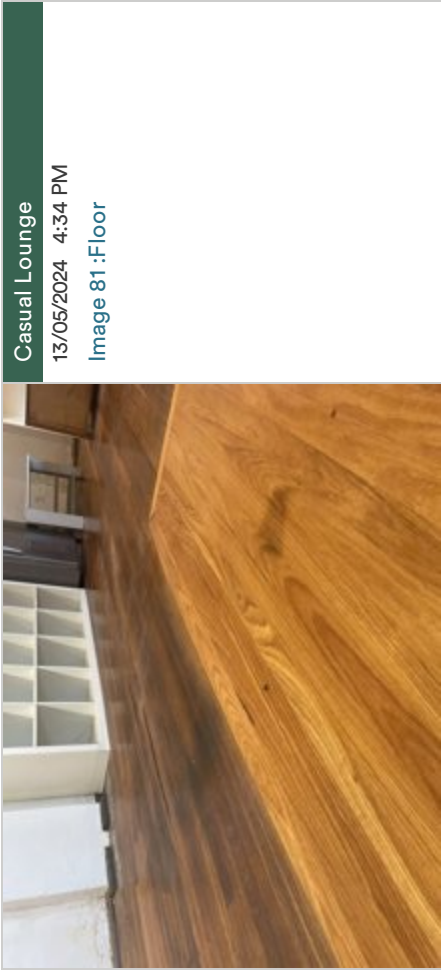
Inspector Signature

Date

17/05/24

Tenant

Date



Casual Lounge
13/05/2024 4:34 PM
Image 81 :Floor



Casual Lounge
13/05/2024 4:34 PM
Image 82 :Door/ Doorframe



Casual Lounge
13/05/2024 4:34 PM
Image 83 :Door/ Doorframe




Casual Lounge
13/05/2024 4:34 PM
Image 84 :Powerpoints/ Fixtures



Casual Lounge
13/05/2024 4:34 PM
Image 85 :Powerpoints/ Fixtures



Casual Lounge
13/05/2024 4:34 PM
Image 86 :Powerpoints/ Fixtures



Casual Lounge
13/05/2024 4:35 PM
Image 87 :Powerpoints/ Fixtures
1. Damaged and detached internet box on wall



Casual Lounge
13/05/2024 4:35 PM
Image 88 :Powerpoints/ Fixtures



Casual Lounge

13/05/2024 4:35 PM

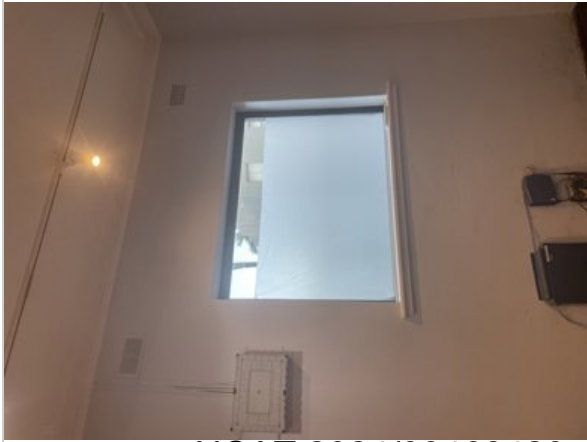
Image 89 :Powerpoints/ Fixtures



Casual Lounge

13/05/2024 4:35 PM

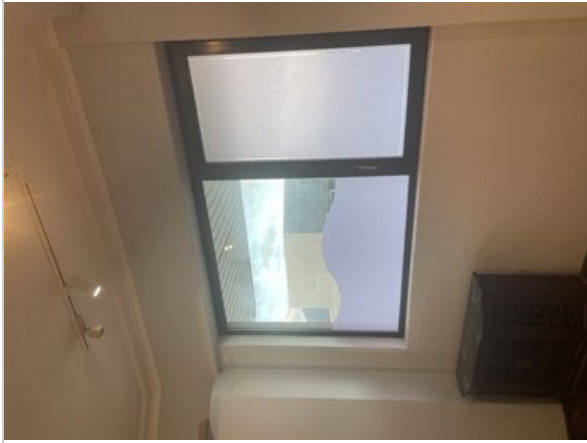
Image 90 :Powerpoints/ Fixtures



Casual Lounge

13/05/2024 4:35 PM

Image 91 :Windows/ Screens/ ...



Casual Lounge

13/05/2024 4:35 PM

Image 92 :Windows/ Screens/ ...

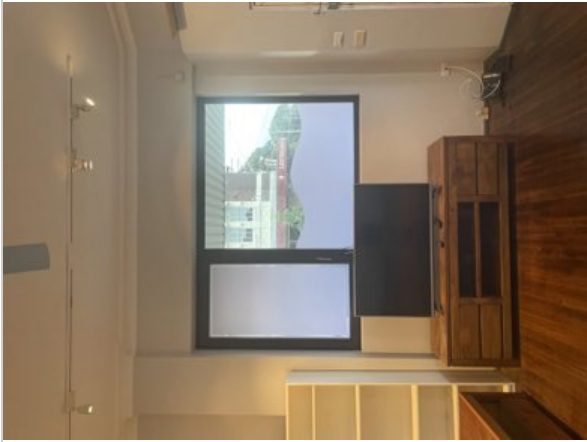
Inspector Signature 

Date

17/05/24

Tenant

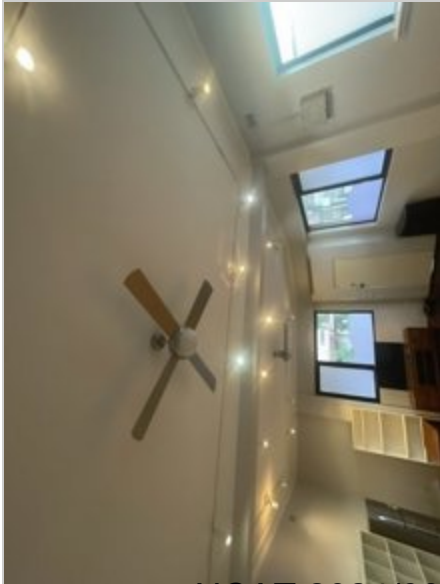
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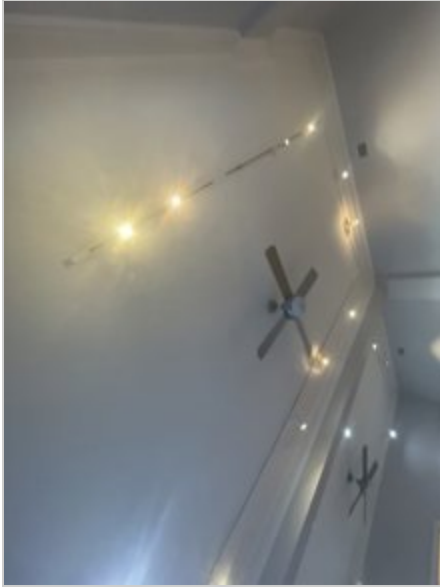
Casual Lounge
13/05/2024 4:35 PM
Image 93 :Windows/ Screens/ ...



Casual Lounge
13/05/2024 4:35 PM
Image 94 :Lights/ Fixtures



Casual Lounge
13/05/2024 4:35 PM
Image 95 :Lights/ Fixtures



Casual Lounge
13/05/2024 4:35 PM
Image 96 :Ceiling

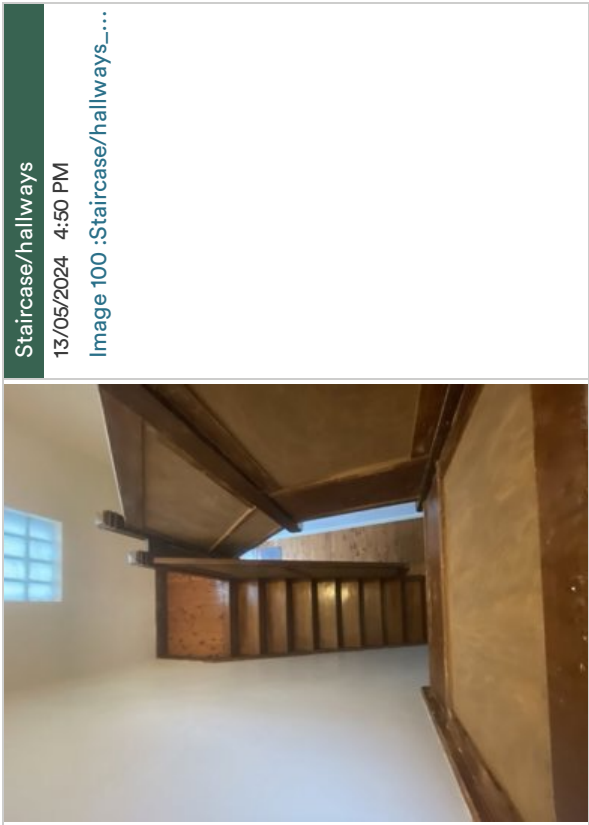
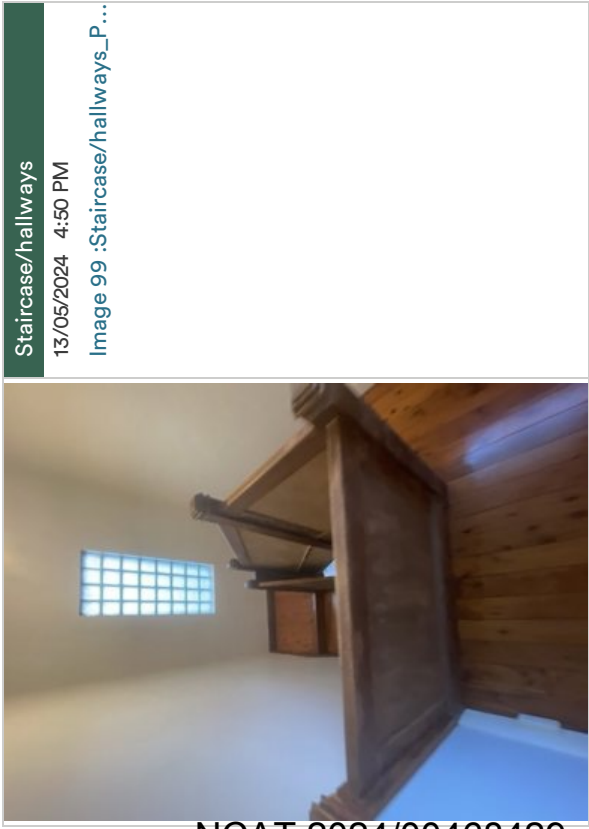
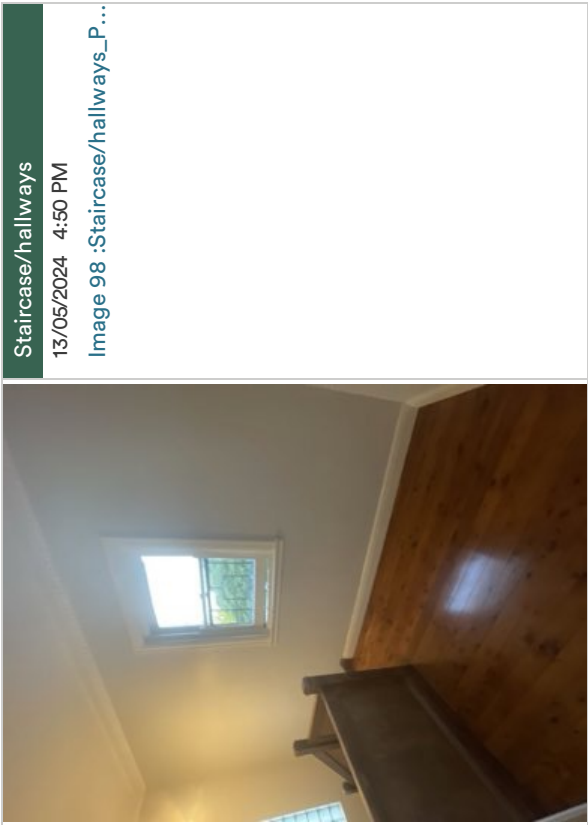
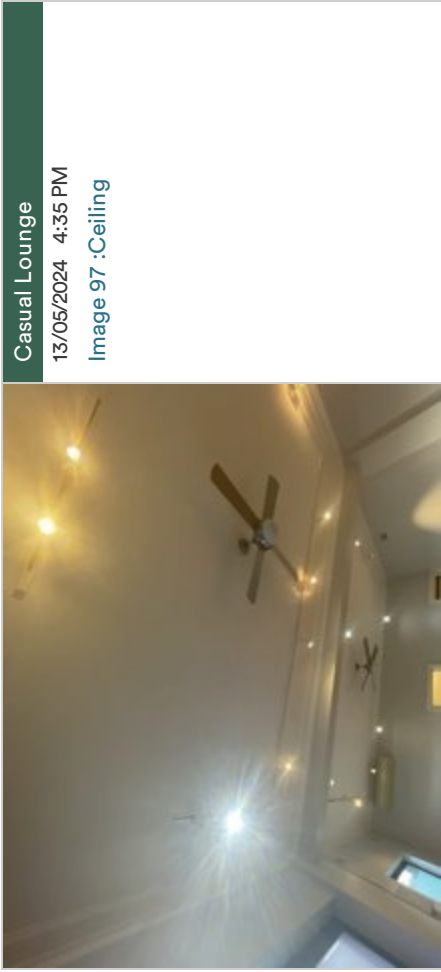
Inspector Signature

Date

17/05/24

Tenant

Date

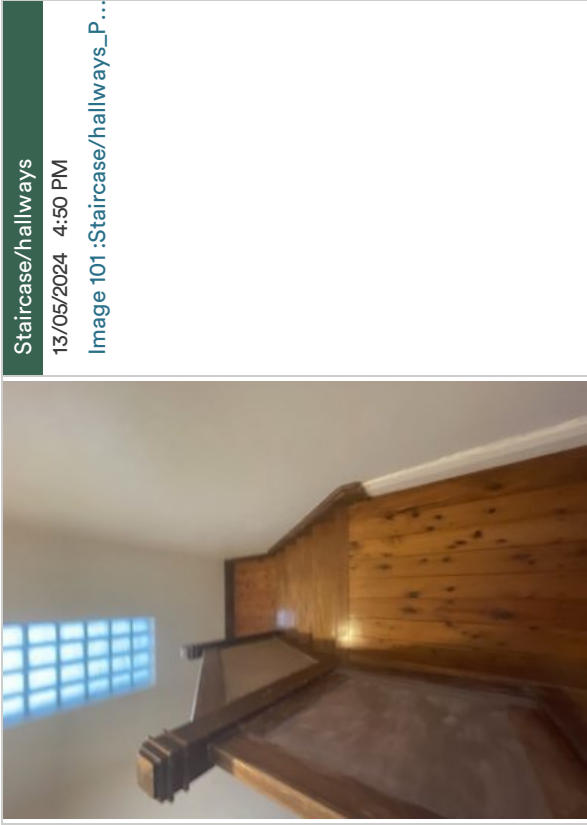


Inspector Signature 

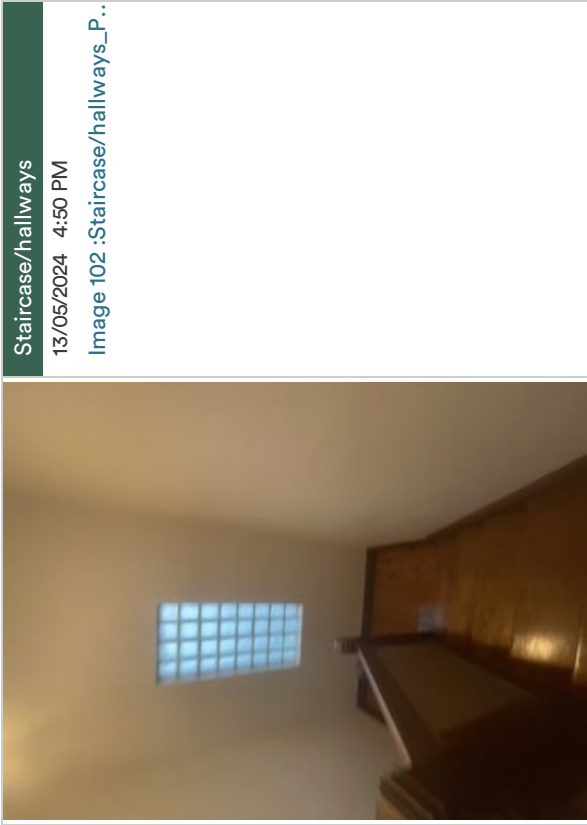
Date 17/05/24

Tenant

Date



Staircase/hallways
13/05/2024 4:50 PM
Image 101 :Staircase/hallways_P...



Staircase/hallways
13/05/2024 4:50 PM
Image 102 :Staircase/hallways_P...



Staircase/hallways
13/05/2024 4:36 PM
Image 103 :Door



Staircase/hallways
13/05/2024 4:36 PM
Image 104 :Door

Inspector Signature 

Date 17/05/24

Tenant

Date



Staircase/hallways

13/05/2024 4:36 PM

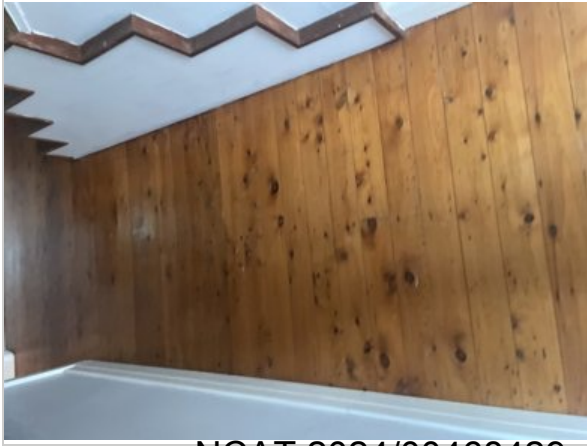
Image 105 :Door



Staircase/hallways

13/05/2024 4:36 PM

Image 106 :Floor



Staircase/hallways

13/05/2024 4:37 PM

Image 107 :Floor



Staircase/hallways

13/05/2024 4:37 PM

Image 108 :Walls

1. Peeling Paint

[Signature]

Inspector Signature

Date

17/05/24

Tenant

Date



Staircase/hallways

13/05/2024 4:37 PM

Image 109 :Walls



Staircase/hallways

13/05/2024 4:37 PM

Image 110 :Powerpoints/ Fixtures



Staircase/hallways

13/05/2024 4:37 PM

Image 111 :Powerpoints/ Fixtures



Staircase/hallways

13/05/2024 4:37 PM

Image 112 :Windows/ Screens/ ...

[Handwritten Signature]

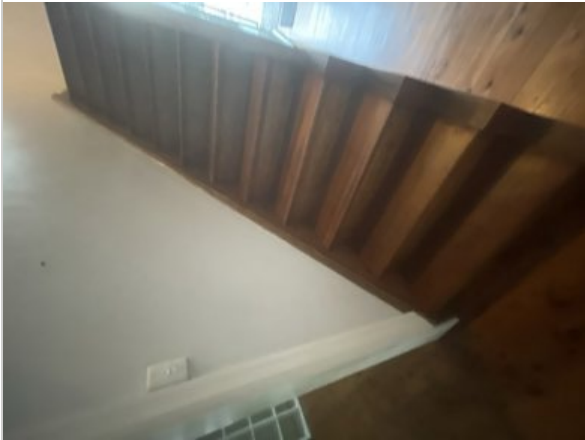
Inspector Signature

Date

17/05/24

Tenant

Date



Staircase/hallways

13/05/2024 4:38 PM

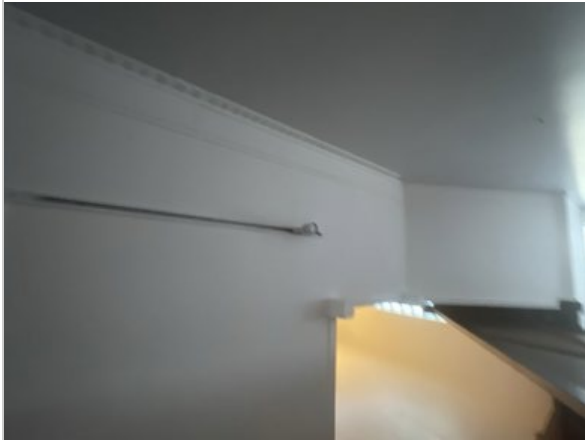
Image 113 :Lights/ Fixtures



Staircase/hallways

13/05/2024 4:38 PM

Image 114 :Lights/ Fixtures



Staircase/hallways

13/05/2024 4:38 PM

Image 115 :Ceiling



Toilet

13/05/2024 4:44 PM

Image 116 :Floor/ Tiles

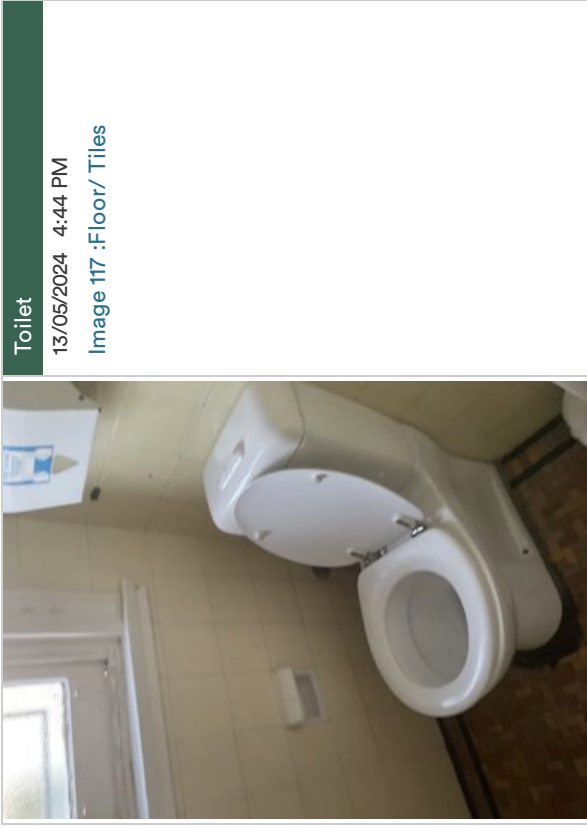
Inspector Signature

Date

17/05/24

Tenant

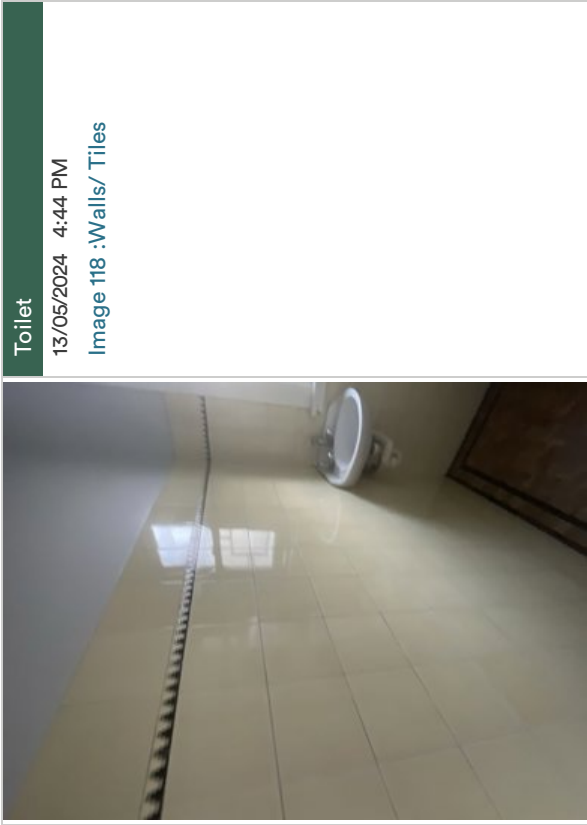
Date



Toilet

13/05/2024 4:44 PM

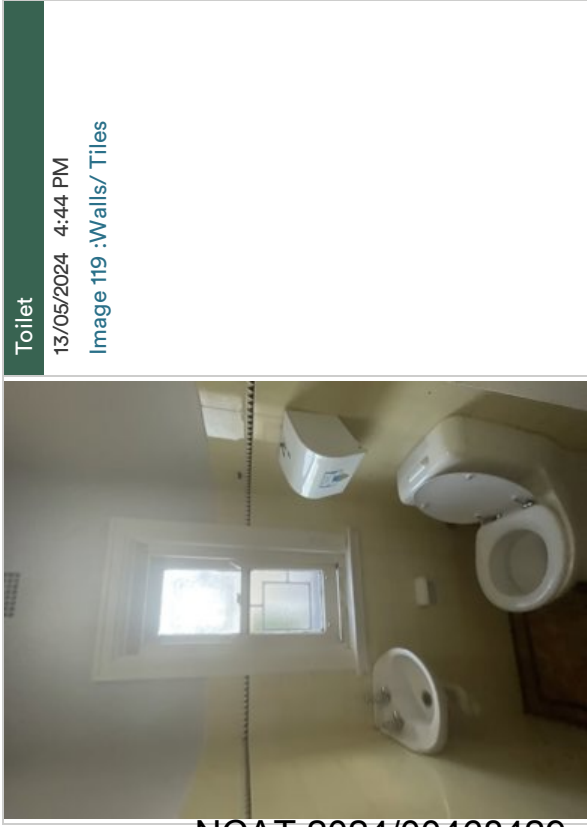
Image 117 :Floor/ Tiles



Toilet

13/05/2024 4:44 PM

Image 118 :Walls/ Tiles



Toilet

13/05/2024 4:44 PM

Image 119 :Walls/ Tiles



Toilet

13/05/2024 4:44 PM

Image 120 :Walls/ Tiles

Inspector Signature 

Date

17/05/24

Tenant

Date



Toilet

13/05/2024 4:44 PM

Image 121 :Door/ Doorframe



Toilet

13/05/2024 4:44 PM

Image 122 :Toilet/ Cistern/ Seat



Toilet

13/05/2024 4:44 PM

Image 123 :Wash Basin



Toilet

13/05/2024 4:44 PM

Image 124 :Toilet Roll Holder

[Signature]

Inspector Signature

Date

17/05/24

Tenant


Date



Toilet

13/05/2024 4:45 PM


Image 125 :Exhaust Fan/ Vent



Bathroom

13/05/2024 4:45 PM


Image 126 :Bathroom_Photos



Bathroom

13/05/2024 4:45 PM

Image 127 :Bathroom_Photos



Bathroom

13/05/2024 4:45 PM

Image 128 :Floor/ Tiles

Inspector Signature 

Date 17/05/24

Tenant

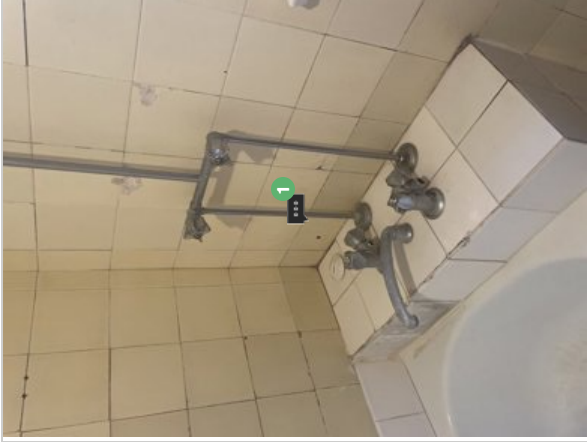
Date



Bathroom

13/05/2024 4:45 PM

Image 129 :Walls/ Tiles



Bathroom

13/05/2024 4:45 PM

Image 130 :Walls/ Tiles

1. Tile damage



Bathroom

13/05/2024 4:45 PM

Image 131 :Walls/ Tiles



Bathroom

13/05/2024 4:45 PM

Image 132 :Door/ Doorframe

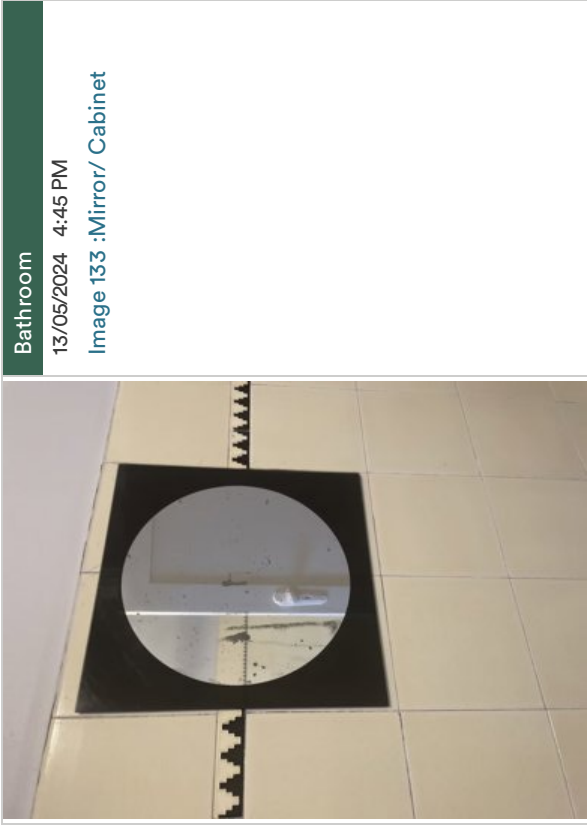
Inspector Signature

Date

17/05/24

Tenant

Date



Bathroom

13/05/2024 4:45 PM

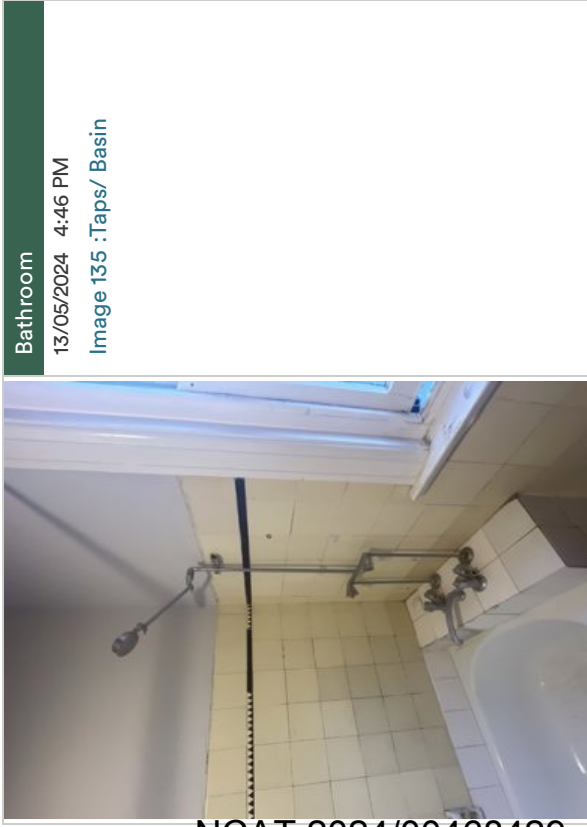
Image 133 :Mirror/ Cabinet



Bathroom

13/05/2024 4:45 PM

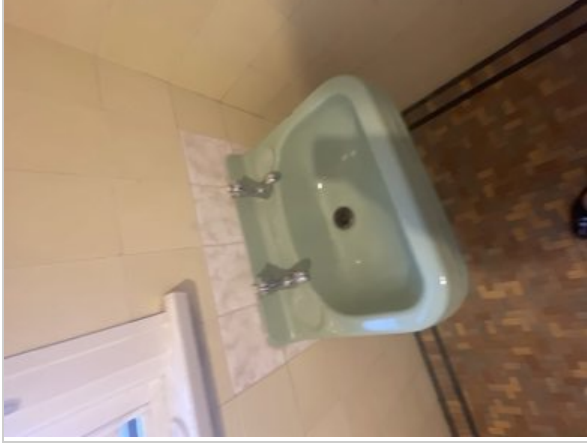
Image 134 :Mirror/ Cabinet



Bathroom

13/05/2024 4:46 PM

Image 135 :Taps/ Basin



Bathroom

13/05/2024 4:46 PM

Image 136 :Taps/ Basin

Inspector Signature 

Date

17/05/24

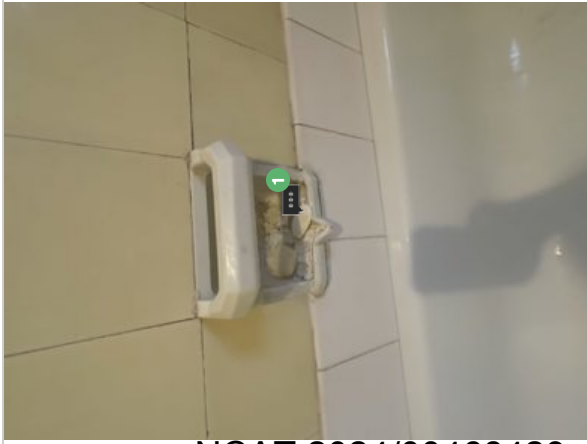
Tenant



Bathroom
13/05/2024 4:46 PM
Image 137 :Cupboard/ Drawers
1. Shelves not clean



Bathroom
13/05/2024 4:46 PM
Image 138 :Bath
1. Not cleaned - soap scum and residue in bath



Bathroom
13/05/2024 4:46 PM
Image 139 :Bath
1. Soap and residue left - bathroom uncleaned



Bathroom
13/05/2024 4:46 PM
Image 140 :Bath

Inspector Signature 

Date 17/05/24

Tenant

Date



Bathroom

13/05/2024 4:46 PM

Image 141 :Shower/ Screen/ Taps



Bathroom

13/05/2024 4:46 PM

Image 142 :Windows/ Screens/ ...

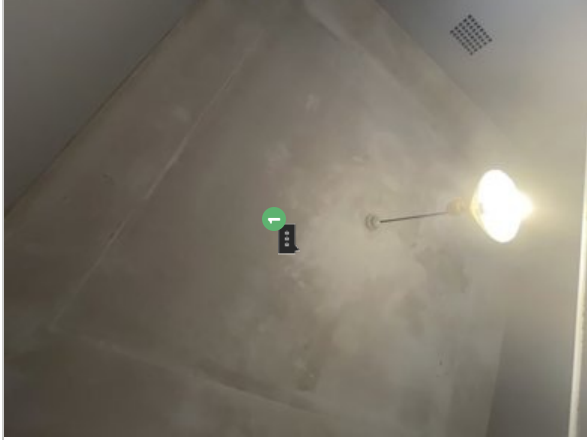


Bathroom

13/05/2024 4:46 PM

Image 143 :Lights/ Fixtures

1. Excessive ceiling mould - tenant did not clean/maintain or aerate bathroom adequately.



Bathroom

13/05/2024 4:46 PM

Image 144 :Lights/ Fixtures

1. Excessive ceiling mould - tenant did not clean/maintain or aerate bathroom adequately.


Inspector Signature 

Date

17/05/24

Tenant

Date




A photograph of a bathroom ceiling showing significant water damage and mould growth. A red circle with the number '1' is placed over the most affected area.

Bathroom

13/05/2024 4:46 PM

Image 145 :Lights/ Fixtures

1. Excessive ceiling mould - tenant did not clean/maintain or aerate bathroom adequately.




A photograph of a bedroom with light-colored wooden flooring and white walls. A window is visible on the left wall, and a white chair is positioned against the right wall.

Bedroom

13/05/2024 4:47 PM

Image 146 :Floor




A photograph of a doorway leading into a bedroom. The floor is made of light-colored wood, and a white chair is visible in the background.

Bedroom

13/05/2024 4:47 PM

Image 147 :Floor



A photograph of a bedroom with light-colored wooden flooring and white walls. A window is visible on the left wall, and a white chair is positioned against the right wall.

Bedroom

13/05/2024 4:47 PM

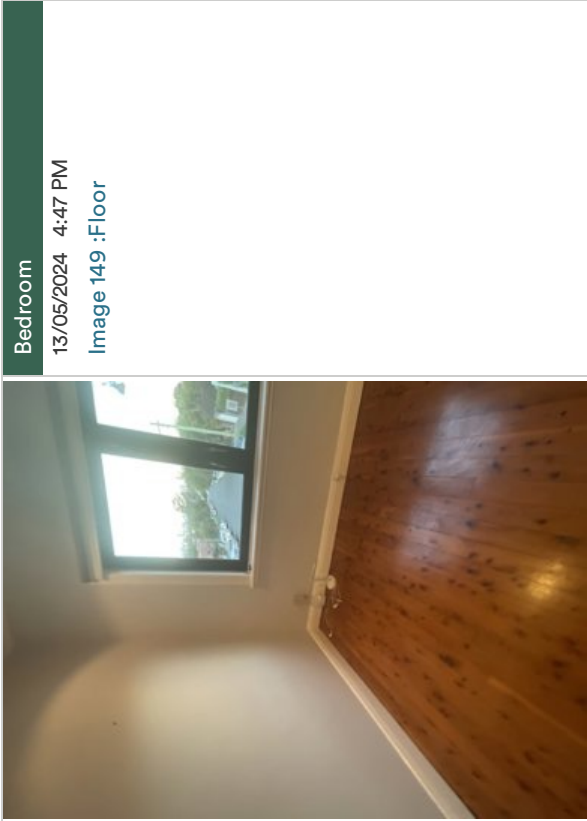
Image 148 :Floor

Inspector Signature 

Date 17/05/24

Tenant

Date



Bedroom
13/05/2024 4:47 PM
Image 149 :Floor



Bedroom
13/05/2024 4:47 PM
Image 150 :Floor



Bedroom
13/05/2024 4:47 PM
Image 151 :Floor



Bedroom
13/05/2024 4:47 PM
Image 152 :Floor

Inspector Signature 

Date 17/05/24

Tenant

Date



Bedroom

13/05/2024 4:47 PM

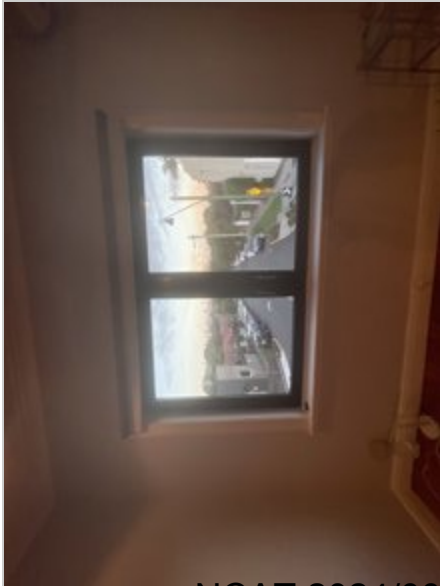
Image 153 :Door/ Doorframe



Bedroom

13/05/2024 4:47 PM

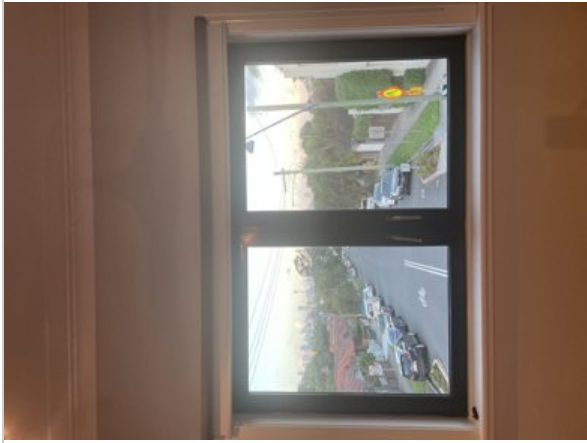
Image 154 :Windows/ Screen...



Bedroom

13/05/2024 4:47 PM

Image 155 :Windows/ Screens/ ...



Bedroom

13/05/2024 4:48 PM

Image 156 :Blinds/ Curtains

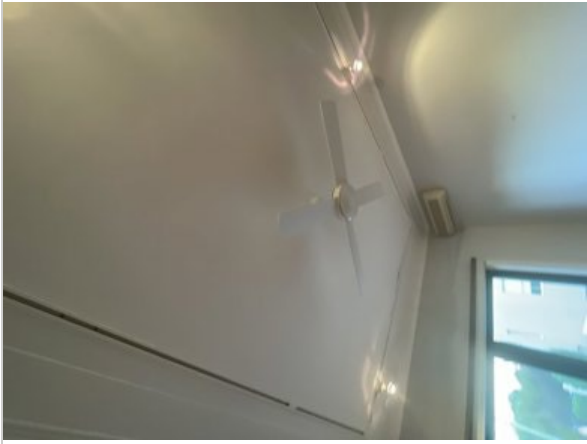
Inspector Signature

Date

17/05/24

Tenant

Date



Bedroom

13/05/2024 4:48 PM

Image 157 :Lights/ Fixtures



Bedroom

13/05/2024 4:48 PM

Image 158 :Lights/ Fixtures



Bedroom

13/05/2024 4:48 PM

Image 159 :Ceiling



Bedroom

13/05/2024 4:48 PM

Image 160 :Ceiling

Inspector Signature 

Date

17/05/24

Tenant

Date



Bedroom 2

13/05/2024 4:48 PM

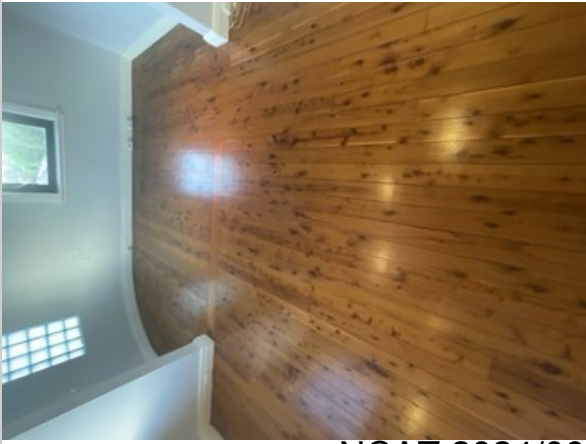
Image 161 :Bedroom 2_Photos



Bedroom 2

13/05/2024 4:48 PM

Image 162 :Bedroom 2_Photos



Bedroom 2

13/05/2024 4:48 PM

Image 163 :Floor



Bedroom 2

13/05/2024 4:49 PM

Image 164 :Floor

Inspector Signature

Date

17/05/24

Tenant

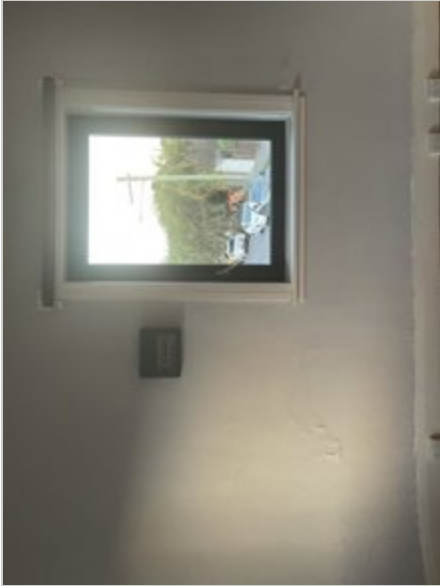
Date



Bedroom 2

13/05/2024 4:49 PM

Image 165 :Walls



Bedroom 2

13/05/2024 4:49 PM

Image 166 :Walls



Bedroom 2

13/05/2024 4:49 PM

Image 167 :Walls



Bedroom 2

13/05/2024 4:49 PM

Image 168 :Walls

Inspector Signature

Date

17/05/24

Tenant

Date



Bedroom 2

13/05/2024 4:49 PM

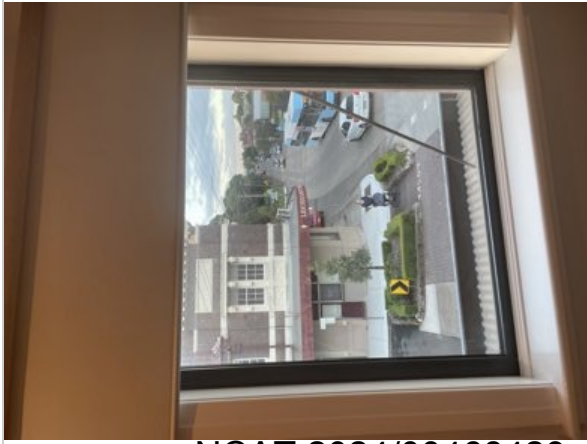
Image 169 :Door/ Doorframe



Bedroom 2

13/05/2024 4:49 PM

Image 170 :Windows/ Screens/ ...



Bedroom 2

13/05/2024 4:49 PM

Image 171 :Windows/ Screens/ ...



Bedroom 2

13/05/2024 4:49 PM

Image 172 :Windows/ Screens/ ...

[Handwritten Signature]

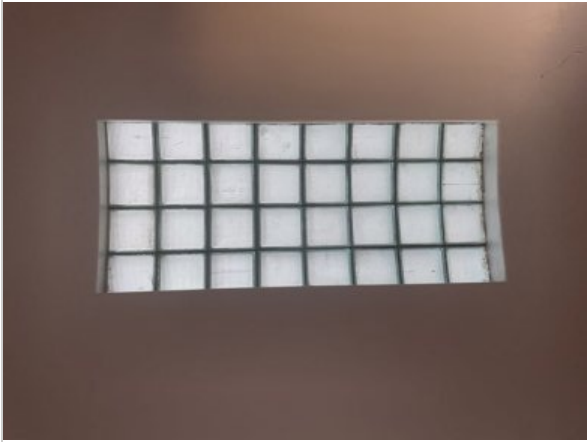
Inspector Signature

Date

17/05/24

Tenant

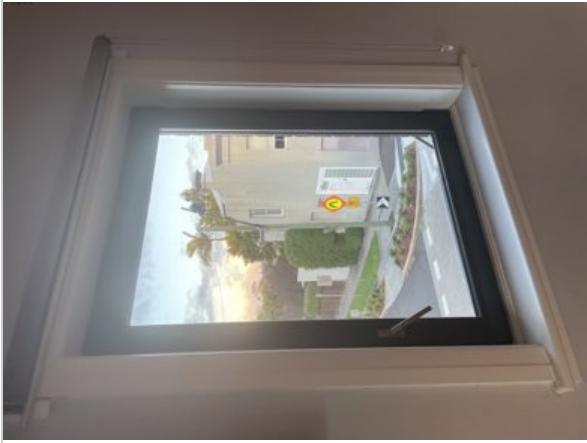
Date



Bedroom 2

13/05/2024 4:49 PM

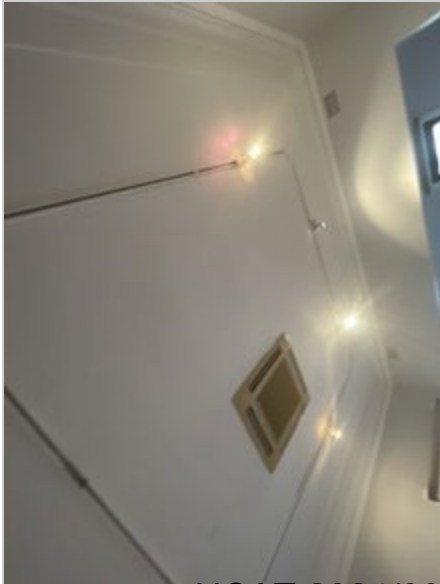
Image 173 :Windows/ Screens/ ...



Bedroom 2

13/05/2024 4:49 PM

Image 174 :Windows/ Screens/ ...



Bedroom 2

13/05/2024 4:49 PM

Image 175 :Lights/ Fixtures



Exterior

13/05/2024 4:52 PM

Image 176 :Exterior_Photos

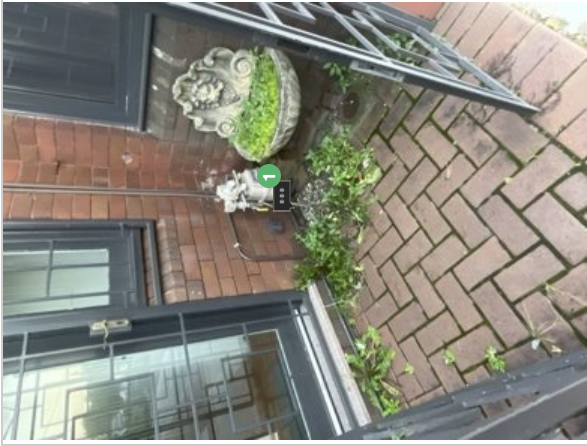
Inspector Signature 

Date

17/05/24

Tenant

Date



Exterior

13/05/2024 4:52 PM

Image 177 :Exterior_Photos

1. Untidy (weeding not maintained by tenant)



Exterior

13/05/2024 4:52 PM

Image 178 :Exterior_Photos

1. Untidy (weeding not maintained by tenant)



Exterior

13/05/2024 4:52 PM

Image 179 :Exterior_Photos

1. Untidy (weeding not maintained by tenant)



Exterior

13/05/2024 4:52 PM

Image 180 :Exterior_Photos

Inspector Signature 

Date

17/05/24

Tenant

Date



Exterior

13/05/2024 4:52 PM

Image 181 :Exterior_Photos

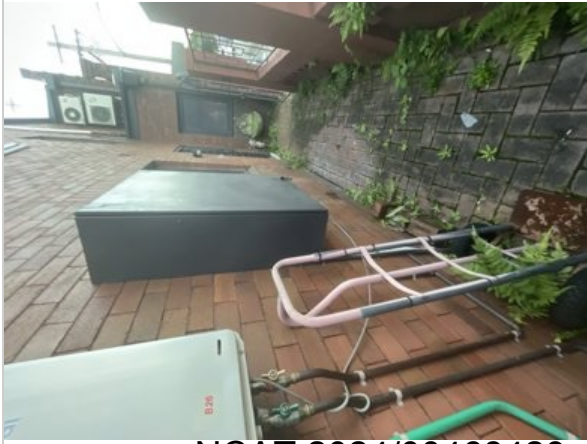
1. Untidy (weeding not maintained by tenant)



Exterior

13/05/2024 4:52 PM

Image 182 :Exterior_Photos



Exterior

13/05/2024 4:52 PM

Image 183 :Exterior_Photos



Exterior

13/05/2024 4:52 PM

Image 184 :Exterior_Photos

1. Water Meter reading at vacate date 12361

Inspector Signature 

Date

17/05/24

Tenant

Date

2 Short Street,Leichhardt NSW 2040



Exterior

13/05/2024 4:53 PM

Image 185 :Entrance

1. Untidy (gardens/weeding not maintained by tenant)



Exterior

13/05/2024 4:53 PM

Image 186 :Entrance

1. Untidy (weeding not maintained by tenant)



Exterior

13/05/2024 4:53 PM

Image 187 :Entrance

1. Untidy (weeding not maintained by tenant)



Exterior

13/05/2024 4:54 PM

Image 188 :Rear

1. Electric gate working well

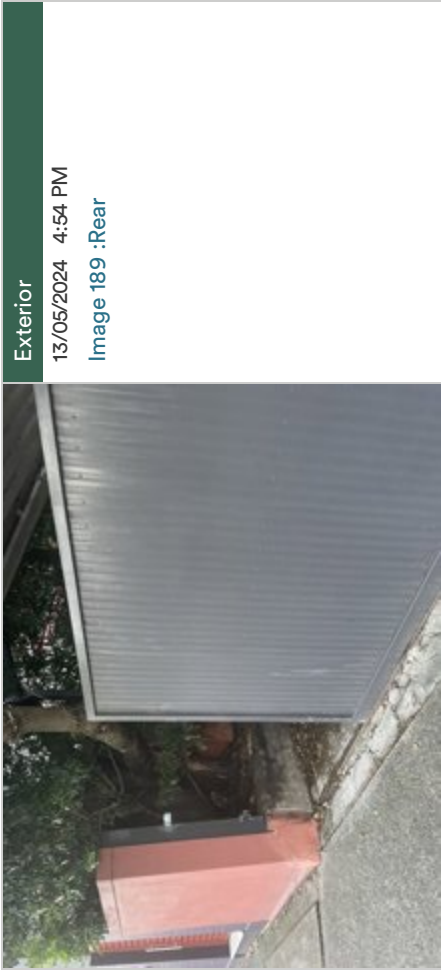
Inspector Signature 

Date

17/05/24

Tenant

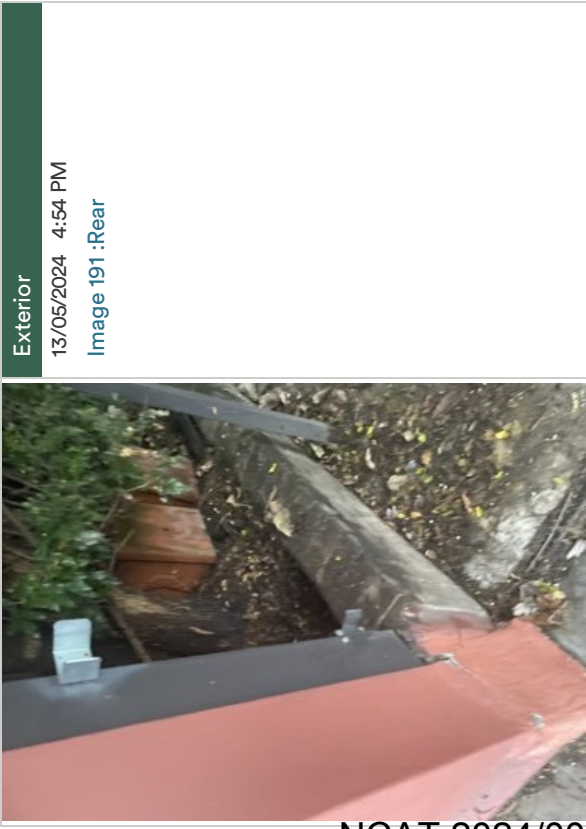
Date



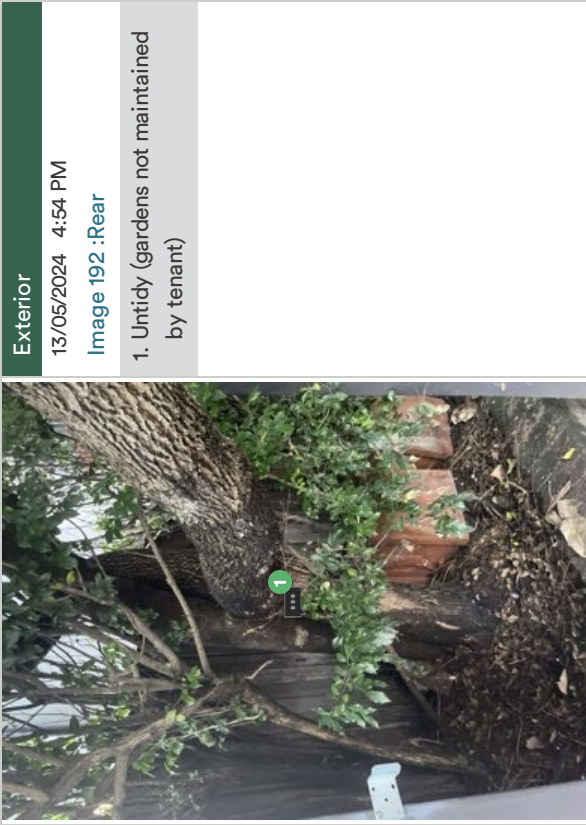
Exterior
13/05/2024 4:54 PM
Image 189 :Rear



Exterior
13/05/2024 4:54 PM
Image 190 :Rear



Exterior
13/05/2024 4:54 PM
Image 191 :Rear



Exterior
13/05/2024 4:54 PM
Image 192 :Rear
1. Untidy (gardens not maintained by tenant)

Inspector Signature 

Date 17/05/24 Tenant

Date



Exterior

13/05/2024 4:54 PM

Image 193 :Rear

1. Untidy (gardens/weeding not maintained by tenant)



Exterior

13/05/2024 4:54 PM

Image 194 :Rear



Exterior

13/05/2024 4:54 PM

Image 195 :Rear



Exterior

13/05/2024 4:55 PM

Image 196 :Rear

1. Untidy (gardens/weeding not maintained by tenant)

Inspector Signature

Date

17/05/24

Tenant

Date



Tenancy Ledger

Transactions From: 31/12/1999 To: 30/05/2024

Filter: For selected tenancies

| 2 Short Street, Leichhardt, NSW 2040 | | | | | | | | | | Rent \$2,400.00 Fortnightly | | | | | |
|--------------------------------------|------------|--------|-------|--------|-----------------|------------|-------------|------------|--------------|---|---------------|--------------------|-------|------------|-------------|
| Charge To 10/05/2024 | | | | | | | | | | | | | | | |
| Received | Entered | User | # | Method | Type | Allocation | Period From | To | Part Payment | Description | Rent | Payer/Payee | Debit | Credit | Balance |
| 23/04/2021 | 23/04/2021 | JFONT | 549 | | Allocation | | | 26/04/2021 | \$1,800.00 | Rent - Effective Paid To 10/05/2021 | | | | \$1,800.00 | \$1,800.00 |
| 23/04/2021 | 23/04/2021 | JFONT | | | Rent Adjustment | | | | | Initial rent (\$3,910.71 Monthly Effective 27/04/2021) changed to \$1,800.00 Fortnightly Effective 27/04/2021 | | | | | \$1,800.00 |
| 23/04/2021 | 23/04/2021 | JFONT | | | Rent Adjustment | | 10/05/2021 | | \$0.00 | Result of rent adjustment: Rent - Effective Paid To 10/05/2021 | | | | | \$1,800.00 |
| 28/04/2021 | 28/04/2021 | JFONT | 553 | | Allocation | | 11/05/2021 | 19/07/2021 | \$0.00 | Rent - Effective Paid To 19/07/2021 | | | | \$9,000.00 | \$10,800.00 |
| 23/06/2021 | 24/06/2021 | JCHOY | 18616 | DirDep | Receipt | | 20/07/2021 | 27/09/2021 | \$0.00 | Rent - Effective Paid To 27/09/2021 | \$1,800.00 W2 | Gary Steven Benson | | \$9,000.00 | \$19,800.00 |
| 8/07/2021 | 8/07/2021 | SYSTEM | 34275 | | Invoice | | | | | Invoiced for: Water Usage 27/04/2021 to 02/07/2021 - 4KL This Reading: 1502 Initial Reading: 1498 Amt: \$9.43 - Due: 29/07/2021 | | | | | \$19,800.00 |
| 13/07/2021 | 14/07/2021 | JCHOY | 19278 | DirDep | Receipt | | | | | Inv #34275 - Water Usage 27/04/2021 to 02/07/2021 - 4KL This Reading: 1502 Initial Reading: 1498 Amt: \$9.43 Outstanding: \$0.00 | | Gary Steven Benson | | \$9.43 | \$19,809.43 |
| 6/09/2021 | 7/09/2021 | JCHOY | 21124 | DirDep | Receipt | | 28/09/2021 | 25/10/2021 | \$900.00 | Rent - Effective Paid To 01/11/2021 | \$1,800.00 W2 | Gary Steven Benson | | \$4,500.00 | \$24,309.43 |
| 11/10/2021 | 11/10/2021 | SYSTEM | 39900 | | Invoice | | | | | Invoiced for: Water invoice period: 03/07/21 to 07/10/21. Meter reading (previous: 1502, current: 1526), total KL usage: 24, Water usage amount is \$57.12. Amt: \$57.12 - Due: 01/11/2021 | | | | | \$24,309.43 |
| 13/10/2021 | 13/10/2021 | JCHOY | 22370 | DirDep | Receipt | | | | | Inv #39900 - Water invoice period: 03/07/21 to 07/10/21. Meter reading (previous: 1502, current: 1526), total KL usage: 24, Water usage amount is \$57.12. Amt: \$57.12 Outstanding: \$0.00 | | Gary Steven Benson | | \$57.12 | \$24,366.55 |
| 14/10/2021 | 14/10/2021 | JCHOY | 22415 | DirDep | Receipt | | 26/10/2021 | 6/12/2021 | \$0.00 | Rent - Effective Paid To 06/12/2021 | \$1,800.00 W2 | Gary Steven Benson | | \$4,500.00 | \$28,866.55 |
| 25/11/2021 | 25/11/2021 | JCHOY | 23864 | DirDep | Receipt | | 7/12/2021 | 3/01/2022 | \$900.00 | Rent - Effective Paid To 10/01/2022 | \$1,800.00 W2 | Gary Steven Benson | | \$4,500.00 | \$33,366.55 |
| 10/12/2021 | 10/12/2021 | JCHOY | 24403 | DirDep | Receipt | | 4/01/2022 | 14/02/2022 | \$0.00 | Rent - Effective Paid To 14/02/2022 | \$1,800.00 W2 | Gary Steven Benson | | \$4,500.00 | \$37,866.55 |
| 24/12/2021 | 24/12/2021 | JCHOY | 24922 | DirDep | Receipt | | 15/02/2022 | 25/04/2022 | \$0.00 | Rent - Effective Paid To 25/04/2022 | \$1,800.00 W2 | Gary Steven Benson | | \$9,000.00 | \$46,866.55 |
| 14/01/2022 | 14/01/2022 | SYSTEM | 45685 | | Invoice | | | | | Invoiced for: Water invoice period: 08/10/21 to 07/01/22. Meter reading (previous: 1526, current: 1531), total KL usage: 5, | | | | | \$46,866.55 |

Tenancy Ledger

Transactions From: 31/12/1999 To: 30/05/2024

| 2 Short Street, Leichhardt, NSW 2040 | | | | | | | | | | Rent \$2,400.00 Fortnightly | | | | | |
|--------------------------------------|------------|--------|-------|--------|------------|-------------|------------|------------|--------------|---|---------------|--------------------|------------|------------|-------------|
| Charge To 10/05/2024 | | | | | | | | | | | | | | | |
| Received | Entered | User | # | Method | Type | Period From | - | To | Part Payment | Description | Rent | Payer/Payee | Debit | Credit | Balance |
| | | | | | | | | | | Water usage amount is \$11.90. Amt: \$11.90 - Due: 04/02/2022 | | | | | |
| 14/01/2022 | 17/01/2022 | JCHOY | 25647 | DirDep | Receipt | | | | | Inv #45685 - Water invoice period: 08/10/21 to 07/01/22. Meter reading (previous: 1526, current: 1531), total KL usage: 5, Water usage amount is \$11.90. Amt: \$11.90 Outstanding: \$0.00 | | Gary Steven Benson | | \$11.90 | \$46,878.45 |
| 13/04/2022 | 13/04/2022 | SYSTEM | 51383 | | Invoice | | | | | Invoiced for: Water invoice period: 08/01/22 to 11/04/22. Meter reading (previous: 1531, current: 1552), total KL usage: 21, Water usage amount is \$49.98. Amt: \$49.98 - Due: 04/05/2022 | | | | | \$46,878.45 |
| 13/04/2022 | 14/04/2022 | TNGUY | 28769 | DirDep | Receipt | | | | | Inv #51383 - Water invoice period: 08/01/22 to 11/04/22. Meter reading (previous: 1531, current: 1552), total KL usage: 21, Water usage amount is \$49.98. Amt: \$49.98 Outstanding: \$0.00 | | Gary Steven Benson | | \$49.98 | \$46,928.43 |
| 26/04/2022 | 27/04/2022 | TNGUY | 29209 | DirDep | Receipt | | 25/04/2022 | | \$1,057.14 | Rent - Effective Paid To 03/05/2022 | \$1,800.00 W2 | Gary Steven Benson | | \$1,057.14 | \$47,985.57 |
| 23/05/2022 | 24/05/2022 | TNGUY | 30191 | DirDep | Receipt | 26/04/2022 | - | 9/05/2022 | \$1,071.43 | Rent - Effective Paid To 17/05/2022 | \$1,800.00 W2 | Gary Steven Benson | | \$1,814.29 | \$49,799.86 |
| 24/05/2022 | 24/05/2022 | JFONT | 140 | | Credit | 10/05/2022 | - | 23/05/2022 | \$442.86 | Rent - Effective Paid To 26/05/2022 | | | | \$1,171.43 | \$50,971.29 |
| | | | | | | | | | | Reason: Rent reduction for faulty gate | | | | | |
| 24/05/2022 | 24/05/2022 | JFONT | 141 | | Credit | | 23/05/2022 | | \$642.86 | Rent - Effective Paid To 28/05/2022 | | | | \$200.00 | \$51,171.29 |
| | | | | | | | | | | Reason: Refund of emergency repair paid by tenant to unlock door in the house - Idan Services | | | | | |
| 24/05/2022 | 25/05/2022 | TNGUY | 30210 | DirDep | Receipt | 24/05/2022 | - | 29/05/2022 | \$0.00 | Rent - Effective Paid To 29/05/2022 | \$1,800.00 W2 | Gary Steven Benson | | \$128.57 | \$51,299.86 |
| 30/05/2022 | 30/05/2022 | JFONT | (140) | | Credit | | 9/05/2022 | | \$1,400.00 | Reversal: Tenant failed to agree to terms | | | \$1,171.43 | | \$50,128.43 |
| | | | | | | | | | | Rent - Effective Paid To 19/05/2022 | | | | | |
| 30/05/2022 | 30/05/2022 | TNGUY | 975 | | Allocation | 10/05/2022 | - | 30/06/2022 | \$0.00 | Rent - Effective Paid To 30/06/2022 | | | | \$5,285.71 | \$55,414.14 |
| 8/07/2022 | 8/07/2022 | JFONT | 1009 | | Allocation | 21/06/2022 | - | 18/07/2022 | \$1,400.00 | Rent - Effective Paid To 28/07/2022 | | | | \$3,714.29 | \$59,128.43 |
| 11/07/2022 | 11/07/2022 | SYSTEM | 57310 | | Invoice | | | | | Invoiced for: Water invoice period: 12/04/2022 to 07/07/2022. Meter reading (previous: 1552, current: 1563), total KL usage: 11, Water usage amount is \$26.18 Amt: \$26.18 - Due: 01/08/2022 | | | | | \$59,128.43 |

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Tenancy Ledger

Transactions From: 31/12/1999 To: 30/05/2024

| 2 Short Street, Leichhardt, NSW 2040 | | | | | | | | | | Rent \$2,400.00 Fortnightly | | | | | |
|--------------------------------------|------------|--------|-------|--------|---------|-------------|---|------------|--------------|--|---------------|--------------------|-------|-------------|-------------|
| Charge To 10/05/2024 | | | | | | | | | | | | | | | |
| Received | Entered | User | # | Method | Type | Period From | - | To | Part Payment | Description | Rent | Payer/Payee | Debit | Credit | Balance |
| 22/07/2022 | 25/07/2022 | TNGUY | 32407 | DirDep | Receipt | | | | | Inv #57310 - Water invoice period: 12/04/2022 to 07/07/2022. Meter reading (previous: 1552, current: 1563), total KL usage: 11, Water usage amount is \$26.18 Amt: \$26.18 Outstanding: \$0.00 | | Gary Steven Benson | | \$26.18 | \$59,154.61 |
| 3/08/2022 | 4/08/2022 | TNGUY | 32805 | DirDep | Receipt | 19/07/2022 | - | 1/08/2022 | \$1,400.00 | Rent - Effective Paid To 11/08/2022 | \$1,800.00 W2 | Gary Steven Benson | | \$1,800.00 | \$60,954.61 |
| 8/08/2022 | 8/08/2022 | JFONT | 149 | | Credit | 2/08/2022 | - | 15/08/2022 | \$771.43 | Rent - Effective Paid To 21/08/2022 | | | | \$1,171.43 | \$62,126.04 |
| 22/08/2022 | 23/08/2022 | TNGUY | 33508 | DirDep | Receipt | 16/08/2022 | - | 29/08/2022 | \$514.28 | Reason: faulty gate Rent - Effective Paid To 01/09/2022 | \$1,800.00 W2 | Gary Steven Benson | | \$1,542.85 | \$63,668.89 |
| 31/08/2022 | 1/09/2022 | TNGUY | 33817 | DirDep | Receipt | 30/08/2022 | - | 13/03/2023 | \$1,314.28 | Rent - Effective Paid To 23/03/2023 | \$1,800.00 W2 | Gary Steven Benson | | \$26,000.00 | \$89,668.89 |
| 10/10/2022 | 10/10/2022 | SYSTEM | 63279 | | Invoice | | | | | Invoiced for: Water invoice period: 08/07/22 to 05/10/22. Meter reading (previous: 0, current: 10), total KL usage: 10, Water usage amount is \$25.00. Amt: \$25.00 - Due: 31/10/2022 | | | | | \$89,668.89 |
| 10/10/2022 | 11/10/2022 | LURSI | 35298 | DirDep | Receipt | | | | | Inv #63279 - Water invoice period: 08/07/22 to 05/10/22. Meter reading (previous: 0, current: 10), total KL usage: 10, Water usage amount is \$25.00. Amt: \$25.00 Outstanding: \$0.00 | | Gary Steven Benson | | \$25.00 | \$89,693.89 |
| 9/01/2023 | 9/01/2023 | SYSTEM | 68949 | | Invoice | | | | | Invoiced for: Water invoice period: 06/10/22 to 05/01/23. Meter reading (previous: 10, current: 25), total KL usage: 15, Water usage amount is \$37.50. Amt: \$37.50 - Due: 30/01/2023 | | | | | \$89,693.89 |
| 9/01/2023 | 10/01/2023 | TCSAD | 38616 | DirDep | Receipt | | | | | Inv #68949 - Water invoice period: 06/10/22 to 05/01/23. Meter reading (previous: 10, current: 25), total KL usage: 15, Water usage amount is \$37.50. Amt: \$37.50 Outstanding: \$0.00 | | Gary Steven Benson | | \$37.50 | \$89,731.39 |
| 23/02/2023 | 23/02/2023 | TCSAD | 40200 | DirDep | Receipt | 14/03/2023 | - | 22/05/2023 | \$1,314.28 | Rent - Effective Paid To 01/06/2023 | \$1,800.00 W2 | Gary Steven Benson | | \$9,000.00 | \$98,731.39 |
| 11/04/2023 | 11/04/2023 | SYSTEM | 74451 | | Invoice | | | | | Invoiced for: Water invoice period: 06/01/23 to 06/04/23. Meter reading (previous: 25, current: 36), total KL usage: 11, Water usage amount is \$27.50. Amt: \$27.50 - Due: 02/05/2023 | | | | | \$98,731.39 |
| 12/04/2023 | 12/04/2023 | TCSAD | 41892 | DirDep | Receipt | | | | | Inv #74451 - Water invoice period: 06/01/23 to 06/04/23. Meter reading (previous: 25, current: 36), total KL usage: 11, | | Gary Steven Benson | | \$27.50 | \$98,758.89 |

Tenancy Ledger

Transactions From: 31/12/1999 To: 30/05/2024

| 2 Short Street, Leichhardt, NSW 2040 | | | | | | | | | | Rent \$2,400.00 Fortnightly | | | | | |
|---|------------|--------|-------|--------|-----------------|-------------|---|------------|--------------|---|---------------|--------------------|-------|------------|--------------|
| Charge To 10/05/2024 | | | | | | | | | | | | | | | |
| Received | Entered | User | # | Method | Type | Period From | - | To | Part Payment | Description | Rent | Payer/Payee | Debit | Credit | Balance |
| Gary Steven Benson (ID:100836) Vacated: Moved Out 10/05/2024 | | | | | | | | | | | | | | | |
| 3/05/2023 | 4/05/2023 | TCSAD | 42695 | DirDep | Receipt | 23/05/2023 | - | 31/07/2023 | \$1,314.28 | Water usage amount is \$27.50. Amt: \$27.50 Outstanding: \$0.00 Rent - Effective Paid To 10/08/2023 | \$1,800.00 W2 | Gary Steven Benson | | \$9,000.00 | \$107,758.89 |
| 17/05/2023 | 17/05/2023 | JFONT | | | Rent Adjustment | | | | | Rent change added: \$2,000.00 Fortnightly Effective 3/09/2022 | | | | | \$107,758.89 |
| 17/05/2023 | 17/05/2023 | JFONT | | | Rent Adjustment | 23/06/2023 | | | \$1,999.99 | Result of rent adjustment: Rent - Effective Paid To 06/07/2023 | | | | | \$107,758.89 |
| 6/07/2023 | 6/07/2023 | SYSTEM | 80158 | | Invoice | | | | | Invoiced for: Water invoice period: 07/04/23 to 04/07/23. Meter reading (previous: 36, current: 64), total KL usage: 28, Water usage amount is \$70.34. Amt: \$70.34 - Due: 27/07/2023 | | | | | \$107,758.89 |
| 6/07/2023 | 7/07/2023 | TCSAD | 44964 | DirDep | Receipt | | | | | Inv #80158 - Water invoice period: 07/04/23 to 04/07/23. Meter reading (previous: 36, current: 64), total KL usage: 28, Water usage amount is \$70.34. Amt: \$70.34 Outstanding: \$0.00 | | Gary Steven Benson | | \$70.34 | \$107,829.23 |
| 5/09/2023 | 5/09/2023 | LURSI | 47050 | DirDep | Receipt | 24/06/2023 | - | 18/08/2023 | \$1,299.99 | Unknown #46854: Deposit Rent - Effective Paid To 27/08/2023 | \$2,000.00 W2 | Gary Steven Benson | | \$7,300.00 | \$115,129.23 |
| 9/10/2023 | 9/10/2023 | SYSTEM | 85497 | | Invoice | | | | | Invoiced for: Water invoice period: 05/07/23 to 06/10/23. Meter reading (previous: 64, current: 93), total KL usage: 29, Water usage amount is \$77.43. Amt: \$77.43 - Due: 30/10/2023 | | | | | \$115,129.23 |
| 9/10/2023 | 10/10/2023 | TCSIN | 48221 | DirDep | Receipt | | | | | Inv #85497 - Water invoice period: 05/07/23 to 06/10/23. Meter reading (previous: 64, current: 93), total KL usage: 29, Water usage amount is \$77.43. Amt: \$77.43 Outstanding: \$0.00 | | Gary Steven Benson | | \$77.43 | \$115,206.66 |
| 12/10/2023 | 12/10/2023 | LURSI | 48314 | DirDep | Receipt | 19/08/2023 | - | 15/09/2023 | \$1,799.99 | Unknown #48308: Deposit Rent - Effective Paid To 27/09/2023 | \$2,000.00 W2 | Gary Steven Benson | | \$4,500.00 | \$119,706.66 |
| 21/11/2023 | 21/11/2023 | LURSI | 49683 | DirDep | Receipt | 16/09/2023 | - | 24/11/2023 | \$799.99 | Unknown #49649: Deposit Rent - Effective Paid To 29/11/2023 | \$2,000.00 W2 | Gary Steven Benson | | \$9,000.00 | \$128,706.66 |
| 5/01/2024 | 5/01/2024 | SYSTEM | 90675 | | Invoice | | | | | Invoiced for: Water invoice period: 07/10/23 to 03/01/24. Meter reading (previous: 93, current: 106), total KL usage: 13, Water usage amount is \$34.71. Amt: \$34.71 - Due: 26/01/2024 | | | | | \$128,706.66 |
| 9/01/2024 | 9/01/2024 | TCSRH | 51356 | DirDep | Receipt | | | | | Inv #90675 - Water invoice period: 07/10/23 to 03/01/24. Meter reading (previous: 93, current: 106), total KL usage: 13, Water usage amount is \$34.71. Amt: \$34.71 Outstanding: \$0.00 | | Gary Steven Benson | | \$34.71 | \$128,741.37 |

Tenancy Ledger

Transactions From: 31/12/1999 To: 30/05/2024

| 2 Short Street, Leichhardt, NSW 2040 | | | | | | | | | | | | | | | Rent \$2,400.00 Fortnightly | | |
|--------------------------------------|------------|--------|-------|--------|----------------|--|---|------------|--------------|---|---------------|--------------------|------------|--------------|-----------------------------|---------|--------------|
| Charge To 10/05/2024 | | | | | | | | | | | | | | | | | |
| Received | Entered | User | # | Method | Type | Period From | - | To | Part Payment | Description | Rent | Payer/Payee | Debit | Credit | Balance | | |
| 22/01/2024 | 23/01/2024 | TCSRH | 51815 | DirDep | Receipt | 25/11/2023 | - | 8/12/2023 | \$1,199.99 | Rent - Effective Paid To 16/12/2023 | \$2,000.00 W2 | Gary Steven Benson | | \$2,400.00 | \$131,141.37 | | |
| 2/02/2024 | 5/02/2024 | TCSRH | 52226 | DirDep | Receipt | 9/12/2023 | - | 22/12/2023 | \$1,599.99 | Rent - Effective Paid To 02/01/2024 | \$2,000.00 W2 | Gary Steven Benson | | \$2,400.00 | \$133,541.37 | | |
| 19/02/2024 | 20/02/2024 | TCSRH | 52798 | DirDep | Receipt | 23/12/2023 | - | 5/01/2024 | \$1,999.99 | Rent - Effective Paid To 18/01/2024 | \$2,000.00 W2 | Gary Steven Benson | | \$2,400.00 | \$135,941.37 | | |
| 23/02/2024 | 23/02/2024 | TCSRH | 52921 | DirDep | Receipt | 6/01/2024 | - | 19/01/2024 | \$0.00 | Unknown #52902: Deposit Rent - Effective Paid To | \$2,000.00 W2 | Gary Steven Benson | | \$0.01 | \$135,941.38 | | |
| 23/02/2024 | 23/02/2024 | TCSRH | 52921 | DirDep | Receipt | 20/01/2024 | - | 2/02/2024 | \$2,399.99 | Unknown #52902: Deposit Rent - Effective Paid To 15/02/2024 | \$2,400.00 W2 | Gary Steven Benson | | \$4,799.99 | \$140,741.37 | | |
| 23/02/2024 | 23/02/2024 | TCSRH | | | Rent Change | | | | | \$2,000.00 Fortnightly to \$2,400.00 Fortnightly Effective 20/01/2024 | | | | | \$140,741.37 | | |
| 26/03/2024 | 27/03/2024 | TCSRH | 54022 | DirDep | Receipt | 3/02/2024 | - | 16/02/2024 | \$2,399.99 | Rent - Effective Paid To 29/02/2024 | \$2,400.00 W2 | Gary Steven Benson | | \$2,400.00 | \$143,141.37 | | |
| 3/04/2024 | 3/04/2024 | ATCS | 54275 | DirDep | Receipt | 17/02/2024 | - | 1/03/2024 | \$0.00 | Rent - Effective Paid To 01/03/2024 | \$2,400.00 W2 | Gary Steven Benson | | \$0.01 | \$143,141.38 | | |
| 5/04/2024 | 5/04/2024 | SYSTEM | 96012 | | Invoice | Invoiced for: Water invoice period: 04/01/24 to 03/04/24. Meter reading (previous: 106, current: 118), total KL usage: 12, Water usage amount is \$32.04. Amt: \$32.04 - Due: 26/04/2024 | | | | | | | | | | | \$143,141.38 |
| 8/04/2024 | 9/04/2024 | TCSRH | 54473 | DirDep | Receipt | Inv #96012 - Water invoice period: 04/01/24 to 03/04/24. Meter reading (previous: 106, current: 118), total KL usage: 12, Water usage amount is \$32.04. Amt: \$32.04 Outstanding: \$0.00 | | | | | | | | | | \$32.04 | \$143,173.42 |
| 15/04/2024 | 16/04/2024 | TCSRH | 54693 | DirDep | Receipt | 2/03/2024 | - | 15/03/2024 | \$0.00 | Rent - Effective Paid To 15/03/2024 | \$2,400.00 W2 | Gary Steven Benson | | \$2,400.00 | \$145,573.42 | | |
| 19/04/2024 | 29/04/2024 | TCSRH | 55066 | DirDep | Receipt | 16/03/2024 | - | 29/03/2024 | \$0.00 | Rent - Effective Paid To 29/03/2024 | \$2,400.00 W2 | Gary Steven Benson | | \$2,400.00 | \$147,973.42 | | |
| | | | | | | | | | | | | | \$1,171.43 | \$149,144.85 | \$147,973.42 | | |

| funds for: Gary Steven Benson (ID:100836) | | | | | | | | | | 2 Short Street, Leichhardt, NSW 2040 | | | | |
|---|------------|-------|-------|--------|------------|---|--------------------|-------------|-------------|--------------------------------------|--|--|--|--|
| Received | Entered | User | # | Method | Type | Description | Payer/Payee | Debit | Credit | Balance | | | | |
| 19/04/2021 | 19/04/2021 | JCHOY | 16282 | DirDep | Receipt | Held - Holding Deposit 1st Weeks Rental | Gary Steven Benson | | \$900.00 | \$900.00 | | | | |
| 19/04/2021 | 23/04/2021 | JCHOY | 16467 | DirDep | Receipt | Held - 2nd weeks rental | Gary Steven Benson | | \$900.00 | \$1,800.00 | | | | |
| 19/04/2021 | 23/04/2021 | JFONT | 549 | | Allocation | Rent - Effective Paid To 10/05/2021 | | \$1,800.00 | | \$0.00 | | | | |
| 27/04/2021 | 28/04/2021 | JCHOY | 16634 | DirDep | Receipt | Held - Holding Deposit | Gary Steven Benson | | \$9,000.00 | \$9,000.00 | | | | |
| 27/04/2021 | 28/04/2021 | JFONT | 553 | | Allocation | Rent - Effective Paid To 19/07/2021 | | \$9,000.00 | | \$0.00 | | | | |
| 30/05/2022 | 30/05/2022 | TNGUY | 30390 | DirDep | Receipt | Held - Past Vacate Overpaid rent | Gary Steven Benson | | \$9,000.00 | \$9,000.00 | | | | |
| 30/05/2022 | 30/05/2022 | TNGUY | 975 | | Allocation | Rent - Effective Paid To 30/06/2022 | | \$5,285.71 | | \$3,714.29 | | | | |
| 8/07/2022 | 8/07/2022 | JFONT | 1009 | | Allocation | Rent - Effective Paid To 28/07/2022 | | \$3,714.29 | | \$0.00 | | | | |
| | | | | | | | | \$19,800.00 | \$19,800.00 | \$0.00 | | | | |



BANK ACCOUNT DETAILS
Commonwealth Bank of Australia
BSB: 062 159
ACCOUNT NUM: 10316053
ACCOUNT NAME: Alpha Construction Services

| Description | Unit price | Line total |
|--|------------|------------|
| 1. Internal rooms; General clean of house, includes vacuuming and mopping of all floors, removing marks and dirt off walls, deep bathroom clean and dust/scuff mark, removal off windowsills and roller blinds. | | \$380.00 |
| 2. Rear, Side and Front Outside Areas; General tidy up and garden clean-up of front side and rear garden/outdoor areas. Includes weeding, pergola leaf removal and removal of organic waste off the property. | | \$300.00 |
| 3. Upstairs bathroom; Clean.remove mould build up from bathroom ceiling, treat area with mould cleaning products. | | \$500.00 |
| 4. Formal Lounge; Located opposite fireplace and inside small room off the formal lounge, Patch and sand down dog scratch marks on wooden windowsills/window frames and door frame includes priming and repainting to match existing colour. | | \$800.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| Subtotal | | \$1980.00 |
| GST | | \$198.00 |
| Total | | \$2178.00 |

Gary Benson

From: Marie Luketic <mluketic@highlandproperty.com.au>
Sent: Thursday, 28 November 2024 1:37 PM
To: gsb@winning.com
Cc: jeremykinross@gmail.com; Anthony Tripodi
Subject: NCAT Filing - 2 Short Street Leichhardt
Attachments: NCAT FILING - 2 Short St Leichhardt.pdf

Dear Gary,

Further to my previous email of today, please see attached the NCAT file which at today's hearing NCAT confirmed they received on 31st May 2024.

As per NCAT orders made today, please confirm receipt of this email within one business day.

Best Regards,

Marie Luketic

Team Leader - Property Manager

t 02 8595 1888 | m 0402 670 238

e mluketic@highlandproperty.com.au | w highlandproperty.com.au

144 King Street, Newtown NSW



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Index of Documents – For filing

Case Number: 2024/00184805 and 2024/00149656 (linked cases)

Jeremy Kinross (landlord) & Gary Benson (Tenant)

2 Short Street Leichhardt

| Document | Page Number |
|--|--------------------|
| NCAT Case Number/s (linked cases) 2024/00184805 – Gary Benson v Belle Property Newtown 2024/00149656 – Jeremy Kinross v Gary Benson | 1-4 |
| Residential Tenancy Agreement | 5-36 |
| Outgoing Condition Report – 17/5/2024 | 37-100 |
| Tenancy Ledger | 101-106 |
| Test Messages between Anthony Tripodi (Principal Belle Property & Gary Benson re: Vacating | 107-110 |
| Rental Bonds Online (Detailed Bond Report) | 111-114 |
| Quote for Cleaning & Repairs (To be recovered and paid by tenant Gary Benson) ** Refer to outgoing condition report dated 17/5/2024) | 115 |
| Rental Receipts | 117-252 |
| Tenants Rental Cheques/letters & Belle Property Correspondence re arrears | 253-268 |
| Ingoing Condition Report – 26/4/2021 | 269 - 340 |



Quote the number below for all enquiries
Case number 2024/00184805

Trading Homes Pty Ltd ATF The Inner West Unit Trust trading as Belle Property Newtown
(Registration cancelled)
186 ENMORE Road
ENMORE NSW 2042

22 May 2024

Notice of conciliation and hearing (group list)

| | |
|------------|--|
| Case title | Gary Benson v Trading Homes Pty Ltd ATF The Inner West Unit Trust trading as Belle Property Newtown (Registration cancelled) Application under Residential Tenancies Act 2010 |
|------------|--|

The hearing will be in person.

The hearing will take place at

Location: Hearing Room 14.4 NCAT Civic Tower (CCD), Civic Tower Level 14
66 Goulburn Street SYDNEY NSW 2000

Date and Time: 14 June 2024 at 11:15 AM

Important information

- Read the information on NCAT webpage on [how to prepare for an in-person conciliation and hearing \(group list\)](#).
- Bring the relevant documents to the hearing.
- To learn more about what happens on the hearing day visit <https://www.ncat.nsw.gov.au/ncat/how-ncat-works/prepare-for-your-hearing.html>
- If you do not attend the matter may be finalised in your absence.
- If you cannot attend the hearing in person you can request to attend virtually.

Registrar
kchoi0



Quote the number below for all enquiries
Case number: 2024/00184805

Trading Homes Pty Ltd ATF The Inner West Unit Trust trading as Belle Property Newtown
(Registration cancelled)
186 ENMORE Road
ENMORE NSW 2042

**NSW CIVIL AND ADMINISTRATIVE TRIBUNAL
APPLICATION NOTICE**

Case title **Gary Benson v Trading Homes Pty Ltd ATF The Inner West Unit Trust trading as Belle Property Newtown (Registration cancelled)**

PARTICIPANTS

| | |
|---------------------------------|--|
| Applicant(s) | Gary Benson - Other 200 W SAHARA AVE #3508 LAS VEGAS NV 89102 United States of America gsb@winning.com |
| Representative Respondent(s) | Trading Homes Pty Ltd ATF The Inner West Unit Trust trading as Belle Property Newtown (Registration cancelled) - Other ABN 32362781241 ACN 142353295 186 ENMORE Road ENMORE NSW 2042 0295578883 leasing.newtown@belleproperty.com |

PLACE OF DISPUTE

2 SHORT Street LEICHHARDT NSW 2040

DETAILS OF DISPUTE

| | |
|--------------------------------------|-----------------|
| Tenancy type: | Private tenancy |
| Are you seeking a termination order? | No |
| Are you seeking a Rental Bond order? | Yes |
| Rental Bond Number: | T002764-X |

MAIN ORDER SOUGHT

Bonds

ORDER(S) SOUGHT

Rental bond T002764-X for \$3600 be released to the applicant in full.

REASONS FOR THE ORDER(S)

The agent is not owed anything nor have they advised of any amount due to them.

LODGEMENT DETAILS

| | |
|---------------|---------------------|
| Lodged By | Gary Benson |
| Lodged For | Gary Benson - Other |
| Capacity | Applicant |
| Date Received | 18 May 2024 1:09 PM |

Registrar



ATTACHMENT DETAILS

The documents listed below were lodged with this form.

General (download (1).pdf)

[attach.]



Quote the number below for all enquiries
Case number 2024/00149656

Jeremy Kinross
jeremykinross@gmail.com

21 May 2024

Notice of conciliation and hearing (group list)

Case title Jeremy Kinross v Gary Benson
Application under Residential Tenancies Act 2010

The hearing will be in person.

The hearing will take place at

Location: Hearing Room 14.4 NCAT Civic Tower (CCD), Civic Tower Level 14
66 Goulburn Street SYDNEY NSW 2000

Date and Time: 18 June 2024 at 11:15 AM

Important information

- Read the information on NCAT webpage on [how to prepare for an in-person conciliation and hearing \(group list\)](#).
- Bring the relevant documents to the hearing.
- To learn more about what happens on the hearing day visit <https://www.ncat.nsw.gov.au/ncat/how-ncat-works/prepare-for-your-hearing.html>
- If you do not attend the matter may be finalised in your absence.
- If you cannot attend the hearing in person you can request to attend virtually.

Registrar
kchoi0



RESIDENTIAL TENANCY AGREEMENT

RESIDENTIAL TENANCIES REGULATION 2019

IMPORTANT INFORMATION

Please read this before completing the residential tenancy agreement (the **Agreement**).

1. This form is your written record of your tenancy agreement. This is a binding contract under the *Residential Tenancies Act 2010*, so please read all terms and conditions carefully.
2. If you need advice or information on your rights and responsibilities, please call NSW Fair Trading on 13 32 20 or visit www.fairtrading.nsw.gov.au before signing the Agreement.
3. If you require extra space to list additional items and terms, attach a separate sheet. All attachments should be signed and dated by both the landlord or the landlord's agent and the tenant to show that both parties have read and agree to the attachments.
4. The landlord or the landlord's agent must give the tenant a copy of the signed Agreement and any attachments, two copies or one electronic copy of the completed condition report and a copy of NSW Fair Trading's Tenant Information Statement publication.

This agreement is made on 31 / 08 / 2022 at 186 Enmore Road Enmore NSW 2042 Between

Landlord [Insert name and telephone number or other contact details of landlord(s). If the landlord does not ordinarily reside in New South Wales, specify the State, Territory or, if not in Australia, country in which the landlord ordinarily resides]

Landlord 1 Name: Jeremy Kinross A.B.N. (if applicable): _____
 Landlord telephone number or other contact details: jeremykinross@gmail.com
 If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in: _____

Landlord 2 Name: _____ A.B.N. (if applicable): _____
 Landlord telephone number or other contact details: _____
 If not in NSW, the State, Territory or country (if not Australia) the landlord ordinarily resides in: _____

Note. These details must be provided for landlord(s), whether or not there is a landlord's agent.

[Insert business address or residential address of landlord(s)]

Note. These details must be provided for landlord(s) if there is no landlord's agent.

[Insert corporation name and business address of landlord(s) if landlord(s) is a corporation]

Tenant [Insert name of tenant(s) and contact details]

Tenant 1 Name Gary Steven Benson
 Phone 0411 423 000 Email gsb@winning.com

Tenant 2 Name _____
 Phone _____ Email _____

Tenant 3 Name _____
 Phone _____ Email _____

Tenant 4 Name _____
 Phone _____ Email _____

Landlord's agent details [Insert name of landlord's agent (if any) and contact details]

Licensee Trading Homes Pty Ltd ATF The Inner West Unit Trust
 Trading as Belle Property Newtown A.B.N. 32 362 781 241
 Address 186 Enmore Road
 Enmore, NSW _____ Postcode 2042
 Phone 02 9557 8883 Fax 02 9557 8860 Mobile _____ Email leasing.newtown@belleproperty.com

Tenant's agent details [Insert name of tenant's agent (if any) and contact details]

Name /s _____ A.B.N. _____
 Address _____
 Postcode _____
 Phone _____ Fax _____ Mobile _____ Email _____


REINSW

 REAL ESTATE INSTITUTE
OF NEW SOUTH WALES

RESIDENTIAL TENANCY AGREEMENT

Term of agreement

The term of this agreement is:

- ☐ 6 months
☐ 12 months
☐ 2 years
☐ 3 years
☐ 5 years

☒ Other (please specify): 52 weeks

☐ Periodic (no end date)

starting on 03 / 09 / 2022 and ending on 01 / 09 / 2023 [Cross out if not applicable]

Note. For a residential tenancy agreement having a fixed term of more than 3 years, the agreement must be annexed to the form approved by the Registrar-General for registration under the *Real Property Act 1900*.

Residential Premises

The residential premises are [Insert address]

Address 2 Short Street

Suburb Leichhardt

State NSW

Postcode 2040

The residential premises include: [Include any inclusions, for example, a parking space or furniture provided. Attach additional pages if necessary.]

2 x Car Spaces | Furniture (inventory provided - subject to inspection on or before 2nd September 2022)

 The residential premises **do not include**: [List anything such as a parking space, garage or storeroom which do not form part of the residential premises]

Nil

Rent

The rent is \$ 2,000.00 per fortnight payable in advance starting on 03 / 09 / 2022.

Note. Under section 33 of the *Residential Tenancies Act 2010*, a landlord, or landlord's agent, must not require a tenant to pay more than 2 weeks rent in advance under this Agreement.

The method by which the rent must be paid:

 (a) to [] at [] by ~~cash or Electronic Funds Transfer (EFT)~~, or

(b) into the following account, [] or any other account nominated by the landlord:

BSB number: 182 222 Account number: 303 196 216

Account name: Trading Homes Pty Ltd

Payment reference: 100836

(c) as follows: Direct Debit

Note. The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

Rental bond [cross out if there is not going to be a bond]

A rental bond of \$HELD must be paid by the tenant on signing this agreement.

The amount of the rental bond must not be more than 4 weeks rent.

The tenant provided the rental bond amount to:

- ☐ the landlord or another person, or
☐ the landlord's agent, or

☒ NSW Fair Trading through Rental Bonds Online.

Note. All rental bonds must be lodged with NSW Fair Trading. If the bond is paid to the landlord or another person, it must be deposited within 10 working days after it is paid using the Fair Trading approved form. If the bond is paid to the landlord's agent, it must be deposited within 10 working days after the end of the month in which it is paid.

6

RESIDENTIAL TENANCY AGREEMENT

IMPORTANT INFORMATION

Maximum number of occupants

No more than persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs:

| | | |
|---------------------|-----------------------|-------------------------|
| Electrical repairs: | David Mata Electrical | Telephone: 0417 980 418 |
| Plumbing repairs: | Plumb-Azz Plumbing | Telephone: 0410 324 141 |
| Other repairs: | Concord Locksmith | Telephone: 0416 039 555 |
| | | |

Water usage

Will the tenant be required to pay separately for water usage? ☒ Yes ☐ No If yes, see clauses 12 and 13.

Utilities

Is electricity supplied to the premises from an embedded network? ☐ Yes ☒ No

Is gas supplied to the premises from an embedded network? ☐ Yes ☒ No

For more information on consumer rights if electricity or gas is supplied from an embedded network contact NSW Fair Trading.

Smoke alarms

Indicate whether the smoke alarms installed in the residential premises are hardwired or battery operated:

☐ Hardwired smoke alarm

☒ Battery operated smoke alarm

If the smoke alarms are battery operated, are the batteries in the smoke alarms of a kind the tenant can replace? ☒ Yes ☐ No

If yes, specify the type of battery that needs to be used if the battery in the smoke alarm needs to be replaced:

If the smoke alarms are hardwired, are the back-up batteries in the smoke alarms of a kind the tenant can replace? ☐ Yes ☐ No

If yes, specify the type of back-up battery that needs to be used if the back-up battery in the smoke alarm needs to be replaced:

If the *Strata Schemes Management Act 2015* applies to the residential premises, is the owners corporation of the strata scheme responsible for the repair and replacement of smoke alarms in the residential premises? ☐ Yes ☒ No

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises? ☐ Yes ☒ No If yes, see clauses 38 and 39.

Giving notices and other documents electronically [optional] [Cross out if not applicable]

Indicate below for each person whether the person provides express consent to any notice and any other document under section 223 of the *Residential Tenancies Act 2010* being given or served on them by email. The *Electronic Transactions Act 2000* applies to notices and other documents you send or receive electronically.

[You should only consent to electronic service if you check your emails regularly. If there is more than one tenant on the agreement, all tenants should agree on a single email address for electronic service. This will help ensure co-tenants receive notices and other documents at the same time.]

Landlord

Does the landlord give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Tenant

Does the tenant give express consent to the electronic service of notices and documents? ☒ Yes ☐ No If yes, see clause 50.

[Specify email address to be used for the purpose of serving notices and documents.]

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is given to the tenant for signing.

Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2019* apply to this agreement. Both the landlord and the tenant must comply with these laws.


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RIGHT TO OCCUPY THE PREMISES

1. **The landlord agrees** that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under "**Residential premises**".

COPY OF AGREEMENT

2. **The landlord agrees** to give the tenant:
 - 2.1 a copy of this agreement before or when the tenant gives the signed copy of the agreement to the landlord or landlord's agent, and
 - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

RENT

3. **The tenant agrees:**
 - 3.1 to pay rent on time, and
 - 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
 - 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.
4. **The landlord agrees:**
 - 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
 - 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
 - 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
 - 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and
 - 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
 - 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque), and
 - 4.7 to make a rent receipt available for collection by the tenant or to post it to the residential premises or to send it by email to an email address specified in this agreement by the tenant for the service of documents of that kind if rent is paid by cheque, and
 - 4.8 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

RENT INCREASES

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement if the agreement is for a fixed term of 2 years or more, unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note. Section 42 of the *Residential Tenancies Act 2010* sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. **The landlord and the tenant agree** that the rent may not be increased after the end of the fixed term (if any) of this agreement more than once in any 12-month period.

7. The landlord and the tenant agree:

- 7.1 that the increased rent is payable from the day specified in the notice, and
- 7.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 7.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Civil and Administrative Tribunal.

RENT REDUCTIONS

8. **The landlord and the tenant agree** that the rent abates if the residential premises:
 - 8.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
 - 8.2 cease to be lawfully usable as a residence, or
 - 8.3 are compulsorily appropriated or acquired by an authority.
9. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

PAYMENT OF COUNCIL RATES, LAND TAX, WATER AND OTHER CHARGES

10. **The landlord agrees** to pay:
 - 10.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 10.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 10.3 all charges for the supply of electricity, non-bottled gas or oil to the tenant at the residential premises that are not separately metered, and

Note 1. Clause 10.3 does not apply to premises located in an embedded network in certain circumstances in accordance with clauses 34 and 35 of the *Residential Tenancies Regulation 2019*.

Note 2. Clause 10.3 does not apply to social housing tenancy agreements in certain circumstances, in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.

 - 10.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 10.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 10.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 10.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 10.8 all service availability charges, however described, for the supply of non-bottled gas to the residential premises if the premises are separately metered but do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises, and

RESIDENTIAL TENANCY AGREEMENT

- 10.9** the costs and charges for repair, maintenance or other work carried out on the residential premises which is required to facilitate the proper installation or replacement of an electricity meter, in working order, including an advanced meter, if the meter installation is required by the retailer to replace an existing meter because the meter is faulty, testing indicates the meter may become faulty or the meter has reached the end of its life.

11. The tenant agrees to pay:

- 11.1** all charges for the supply of electricity or oil to the tenant at the residential premises if the premises are separately metered, and
- 11.2** all charges for the supply of non-bottled gas to the tenant at the residential premises if the premises are separately metered, unless the premises do not have any appliances supplied by the landlord for which gas is required and the tenant does not use gas supplied to the premises, and
- Note.** Charges for the supply of gas in certain circumstances may also be payable by a tenant under a social housing agreement in accordance with clause 36 of the *Residential Tenancies Regulation 2019*.
- 11.3** all charges for the supply of bottled gas to the tenant at the residential premises except for the costs and charges for the supply or hire of gas bottles at the start of the tenancy, and
- 11.4** all charges for pumping out a septic system used for the residential premises, and
- 11.5** any excess garbage charges relating to the tenant's use of the residential premises, and
- 11.6** water usage charges, if the landlord has installed water efficiency measures referred to in clause 10 of the *Residential Tenancies Regulation 2019* and the residential premises:

11.6.1 are separately metered, or

11.6.2 are not connected to a water supply service and water is delivered by vehicle.

Note. Separately metered is defined in the *Residential Tenancies Act 2010*.

12. The landlord agrees that the tenant is not required to pay water usage charges unless:

- 12.1** the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 12.2** the landlord gives the tenant at least 21 days to pay the charges, and
- 12.3** the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 12.4** the residential premises have the following water efficiency measures:
- 12.4.1** all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres a minute,
- 12.4.2** on and from 23 March 2025, all toilets are dual flush toilets that have a minimum 3 star rating in accordance with the WELS scheme,
- 12.4.3** all showerheads have a maximum flow rate of 9 litres a minute,
- 12.4.4** at the commencement of the residential tenancy agreement and whenever any other water efficiency measures are installed, repaired or upgraded, the premises are checked and any leaking taps or toilets on the premises have been fixed.

- 13. The landlord agrees** to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

POSSESSION OF THE PREMISES

14. The landlord agrees:

- 14.1** to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 14.2** to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

TENANT'S RIGHT TO QUIET ENJOYMENT

15. The landlord agrees:

- 15.1** that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 15.2** that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 15.3** that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

USE OF THE PREMISES BY TENANT

16. The tenant agrees:

- 16.1** not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 16.2** not to cause or permit a nuisance, and
- 16.3** not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 16.4** not to intentionally or negligently cause or permit any damage to the residential premises, and
- 16.5** not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

17. The tenant agrees:

- 17.1** to keep the residential premises reasonably clean, and
- 17.2** to notify the landlord as soon as practicable of any damage to the residential premises, and
- 17.3** that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and
- 17.4** that it is the tenant's responsibility to replace light globes on the residential premises.

18. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

- 18.1** to remove all the tenant's goods from the residential premises, and
- 18.2** to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and
- 18.3** to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and
- 18.4** to remove or arrange for the removal of all rubbish from the residential premises in a way that is lawful and in accordance with council requirements, and

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- 18.5** to make sure that all light fittings on the premises have working globes, and
- 18.6** to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Note. Under section 54 of the *Residential Tenancies Act 2010*, the vicarious liability of a tenant for damage to residential premises caused by another person is not imposed on a tenant who is the victim of a domestic violence offence, or a co-tenant who is not a relevant domestic violence offender, if the damage occurred during the commission of a domestic violence offence (within the meaning of that Act).

LANDLORD'S GENERAL OBLIGATIONS FOR RESIDENTIAL PREMISES

19. The landlord agrees:

- 19.1** to make sure that the residential premises are reasonably clean and fit to live in, and

Note 1. Section 52 of the *Residential Tenancies Act 2010* specifies the minimum requirements that must be met for residential premises to be fit to live in. These include that the residential premises:

- are structurally sound, and
- have adequate natural light or artificial lighting in each room of the premises other than a room that is intended to be used only for the purposes of storage or a garage, and
- have adequate ventilation, and
- are supplied with electricity or gas and have an adequate number of electricity outlet sockets or gas outlet sockets for the supply of lighting and heating to, and use of appliances in, the premises, and
- have adequate plumbing and drainage, and
- are connected to a water supply service or infrastructure that supplies water (including, but not limited to, a water bore or water tank) that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities, and
- contain bathroom facilities, including toilet and washing facilities, that allow privacy for the user.

Note 2. Premises are structurally sound only if the floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings:

- are in a reasonable state of repair, and
 - with respect to the floors, ceilings, walls and supporting structures—are not subject to significant dampness, and
 - with respect to the roof, ceilings and windows—do not allow water penetration into the premises, and
 - are not liable to collapse because they are rotted or otherwise defective.
- 19.2** to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and
- 19.3** to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and
- 19.4** not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger to any person or enable maintenance or repairs to be carried out), and

- 19.5** not to hinder a tradesperson's entry to the residential premises when the tradesperson is carrying out maintenance or repairs necessary to avoid health or safety risks to any person, or to avoid a risk that the supply of gas, electricity, water, telecommunications or other services to the residential premises may be disconnected, and
- 19.6** to comply with all statutory obligations relating to the health or safety of the residential premises, and
- 19.7** that a tenant who is the victim of a domestic violence offence or a co-tenant who is under the same agreement as the victim of the domestic violence offence but is not a relevant domestic violence offender is not responsible to the landlord for any act or omission by a co-tenant that is a breach of this agreement if the act or omission constitutes or resulted in damage to the premises and occurred during the commission of a domestic violence offence.

URGENT REPAIRS

- 20. The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 20.1** the damage was not caused as a result of a breach of this agreement by the tenant, and
- 20.2** the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 20.3** the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 20.4** the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 20.5** the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 20.6** the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note. The type of repairs that are **urgent repairs** are defined in the *Residential Tenancies Act 2010* and are defined as follows:

- a burst water service,
- an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is being wasted,
- a blocked or broken lavatory system,
- a serious roof leak,
- a gas leak,
- a dangerous electrical fault,
- flooding or serious flood damage,
- serious storm or fire damage,
- a failure or breakdown of the gas, electricity or water supply to the premises,
- a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,
- any fault or damage that causes the premises to be unsafe or insecure.

SALE OF THE PREMISES

21. The landlord agrees:

- 21.1** to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and

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- 21.2** to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.
- 22. The tenant agrees** not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.
- 23. The landlord and the tenant agree:**
- 23.1** that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 23.2** that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

LANDLORD'S ACCESS TO THE PREMISES

- 24. The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:
- 24.1** in an emergency (including entry for the purpose of carrying out urgent repairs),
- 24.2** if the Civil and Administrative Tribunal so orders,
- 24.3** if there is good reason for the landlord to believe the premises are abandoned,
- 24.4** if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 24.5** to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),
- 24.6** to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
- 24.7** to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
- 24.8** to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
- 24.9** to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
- 24.10** to take photographs, or make visual recordings, of the inside of the premises in order to advertise the premises for sale or lease, if the tenant is given reasonable notice and reasonable opportunity to move any of their possessions that can reasonably be moved out of the frame of the photograph or the scope of the recording (this is only allowed once in a 28 day period before marketing of the premises starts for sale or lease or the termination of this agreement),
- 24.11** if the tenant agrees.
- 25. The landlord agrees** that a person who enters the residential premises under clause 24.5, 24.6, 24.7, 24.8, 24.9 or 24.10 of this agreement:
- 25.1** must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
- 25.2** may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
- 25.3** must not stay on the residential premises longer than is necessary to achieve the purpose of the entry to the premises, and
- 25.4** must, if practicable, notify the tenant of the proposed day and time of entry.
- 26. The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
- 27. The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

PUBLISHING PHOTOGRAPHS OR VISUAL RECORDINGS

- 28. The landlord agrees** that the landlord or the landlord's agent must not publish any photographs taken or visual recordings made of the inside of the residential premises in which the tenant's possessions are visible unless they first obtain written consent from the tenant.
- Note.** See section 55A of the *Residential Tenancies Act 2010* for when a photograph or visual recording is published.
- 29. The tenant agrees** not to unreasonably withhold consent. If the tenant is in circumstances of domestic violence within the meaning of section 105B of the *Residential Tenancies Act 2010*, it is not unreasonable for the tenant to withhold consent.

FIXTURES, ALTERATIONS, ADDITIONS OR RENOVATIONS TO THE PREMISES

- 30. The tenant agrees:**
- 30.1** not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 30.2** that certain kinds of fixtures or alterations, additions or renovations that are of a minor nature specified by clause 22(2) of the *Residential Tenancies Regulation 2019* may only be carried out by a person appropriately qualified to carry out those alterations unless the landlord gives consent, and
- 30.3** to pay the cost of a fixture, installed by or on behalf of the tenant, or any renovation, alteration or addition to the residential premises, unless the landlord otherwise agrees, and
- 30.4** not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and
- 30.5** to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
- 30.6** to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
- 31. The landlord agrees** not to unreasonably withhold consent to a fixture, or to an alteration, addition or renovation that is of a minor nature.

Note. The *Residential Tenancies Regulation 2019* provides a list of the kinds of fixtures or alterations, additions or renovations of a minor nature to which it would be unreasonable for a landlord to withhold consent and which of those fixtures, or alterations, additions or renovations the landlord may give consent to on the condition that the fixture or alteration, addition or renovation is carried out by an appropriately qualified person.

LOCKS AND SECURITY DEVICES

- 32. The landlord agrees:**
- 32.1** to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and


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- 32.2** to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 32.3** not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 32.4** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 32.5** to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

33. The tenant agrees:

- 33.1** not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Civil and Administrative Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 33.2** to give the landlord a copy of the key or opening device or information to open any lock or security device that the tenant changes within 7 days of the change.

- 34.** A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Civil and Administrative Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

TRANSFER OF TENANCY OR SUB-LETTING BY TENANT

35. The landlord and the tenant agree that:

- 35.1** the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 35.2** the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 35.3** the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 35.4** without limiting clause 35.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note. Clauses 35.3 and 35.4 do not apply to social housing tenancy agreements.

- 36. The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

CHANGE IN DETAILS OF LANDLORD OR LANDLORD'S AGENT

37. The landlord agrees:

- 37.1** if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 37.2** if the address of the landlord changes (and the landlord does not have an agent), to give the tenant notice in writing of the change within 14 days, and

- 37.3** if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 37.4** if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days, and
- 37.5** if the State, Territory or country in which the landlord ordinarily resides changes, to give the tenant notice in writing of the change within 14 days.

COPY OF CERTAIN BY-LAWS TO BE PROVIDED

[Cross out if not applicable]

- ~~**28. The landlord agrees to give to the tenant, before the tenant enters into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Management Act 2015.**~~
- ~~**29. The landlord agrees to give to the tenant, within 7 days of entering into this agreement, a copy of the by-laws applying to the residential premises if they are premises under the Strata Schemes Development Act 2015, the Community Land Development Act 1989 or the Community Land Management Act 1989.**~~

MITIGATION OF LOSS

- 40. The rules of law** relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement, the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

RENTAL BOND

[Cross out this clause if no rental bond is payable]

- 41. The landlord agrees** that, where the landlord or the landlord's agent applies to the Rental Bond Board or the Civil and Administrative Tribunal for payment of the whole or part of the rental bond to the landlord, the landlord or the landlord's agent will provide the tenant with:
- 41.1** details of the amount claimed, and
- 41.2** copies of any quotations, accounts and receipts that are relevant to the claim, and
- 41.3** a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

SMOKE ALARMS

42. The landlord agrees to:

- 42.1** ensure that smoke alarms are installed in accordance with the *Environmental Planning and Assessment Act 1979* if that Act requires them to be installed in the premises and are functioning in accordance with the regulations under that Act, and
- 42.2** conduct an annual check of all smoke alarms installed on the residential premises to ensure that the smoke alarms are functioning, and
- 42.3** install or replace, or engage a person to install or replace, all removable batteries in all smoke alarms installed on the residential premises annually, except for smoke alarms that have a removable lithium battery, and
- 42.4** install or replace, or engage a person to install or replace, a removable lithium battery in a smoke alarm in the period specified by the manufacturer of the smoke alarm, and
- 42.5** engage an authorised electrician to repair or replace a hardwired smoke alarm, and

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42.6 repair or replace a smoke alarm within 2 business days of becoming aware that the smoke alarm is not working unless the tenant notifies the landlord that the tenant will carry out the repair to the smoke alarm and the tenant carries out the repair, and

42.7 reimburse the tenant for the costs of a repair or replacement of a smoke alarm in accordance with clause 18 of the *Residential Tenancies Regulation 2019*, that the tenant is allowed to carry out.

Note 1. Under section 64A of the *Residential Tenancies Act 2010*, repairs to a smoke alarm includes maintenance of a smoke alarm in working order by installing or replacing a battery in the smoke alarm.

Note 2. Clauses 42.2–42.7 do not apply to a landlord of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

Note 3. A tenant who intends to carry out a repair to a smoke alarm may do so only in the circumstances prescribed for a tenant in clause 15 of the *Residential Tenancies Regulation 2019*.

Note 4. Section 64A of the Act provides that a smoke alarm includes a heat alarm.

43. The tenant agrees:

43.1 to notify the landlord if a repair or a replacement of a smoke alarm is required, including replacing a battery in the smoke alarm, and

43.2 that the tenant may only replace a battery in a battery-operated smoke alarm, or a back-up battery in a hardwired smoke alarm, if the smoke alarm has a removable battery or a removable back-up battery, and

43.3 to give the landlord written notice, as soon as practicable if the tenant will carry out and has carried out a repair or replacement, or engages a person to carry out a repair or replacement, in accordance with clauses 15–17 of the *Residential Tenancies Regulation 2019*.

Note. Clauses 43.2 and 43.3 do not apply to tenants under social housing tenancy agreements or tenants of premises that comprise or include a lot in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) if the owners corporation is responsible for the repair and replacement of smoke alarms in the residential premises.

44. The landlord and tenant each agree not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Note. The regulations made under the *Environmental Planning and Assessment Act 1979* provide that it is an offence to remove or interfere with the operation of a smoke alarm or a heat alarm in particular circumstances.

SWIMMING POOLS

[Cross out this clause if there is no swimming pool]

~~45. The landlord agrees to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.~~

[Cross out the following clause if there is no swimming pool or the swimming pool is situated on land in a strata scheme (within the meaning of the *Strata Schemes Management Act 2015*) or in a community scheme (within the meaning of the *Community Land Development Act 1989*) and that strata or community scheme comprises more than 2 lots]

~~46. The landlord agrees to ensure that at the time that this residential tenancy agreement is entered into:~~

~~46.1 the swimming pool on the residential premises is registered under the *Swimming Pools Act 1992* and has a valid certificate of compliance under that Act or a relevant occupation certificate within the meaning of that Act, and~~

~~46.2 a copy of that valid certificate of compliance or relevant occupation certificate is provided to the tenant.~~

Note. A swimming pool certificate of compliance is valid for 3 years from its date of issue.

LOOSE-FILL ASBESTOS INSULATION

47. The landlord agrees:

47.1 if, at the time that this residential tenancy agreement is entered into, the premises have been and remain listed on the LFAI Register, the tenant has been advised in writing by the landlord that the premises are listed on that Register, or

47.2 if, during the tenancy, the premises become listed on the LFAI Register, to advise the tenant in writing, within 14 days of the premises being listed on the Register, that the premises are listed on the Register.

COMBUSTIBLE CLADDING

48. The landlord agrees that if, during the tenancy, the landlord becomes aware of any of the following facts, the landlord will advise the tenant in writing within 14 days of becoming aware of the fact:

48.1 that the residential premises are part of a building in relation to which a notice of intention to issue a fire safety order, or a fire safety order, has been issued requiring rectification of the building regarding external combustible cladding,

48.2 that the residential premises are part of a building in relation to which a notice of intention to issue a building product rectification order, or a building product rectification order, has been issued requiring rectification of the building regarding external combustible cladding,

48.3 that the residential premises are part of a building where a development application or complying development certificate application has been lodged for rectification of the building regarding external combustible cladding.

SIGNIFICANT HEALTH OR SAFETY RISKS

49. The landlord agrees that if, during the tenancy, the landlord becomes aware that the premises are subject to a significant health or safety risk, the landlord will advise the tenant in writing, within 14 days of becoming aware, that the premises are subject to the significant health or safety risk and the nature of the risk.

ELECTRONIC SERVICE OF NOTICES AND OTHER DOCUMENTS

50. The landlord and the tenant agree:

50.1 to only serve any notices and any other documents, authorised or required by the *Residential Tenancies Act 2010* or the regulations or this agreement, on the other party by email if the other party has provided express consent, either as part of this agreement or otherwise, that a specified email address is to be used for the purpose of serving notices and other documents, and

50.2 to notify the other party in writing within 7 days if the email address specified for electronic service of notices and other documents changes, and

50.3 that they may withdraw their consent to the electronic service of notices and other documents at any time, by notifying the other party in writing, and

50.4 if a notice is given withdrawing consent to electronic service of notices and other documents, following the giving of such notice, no further notices or other documents are to be served by email.

BREAK FEE FOR FIXED TERM OF NOT MORE THAN 3 YEARS

51. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount if the fixed term is not more than 3 years:

51.1 4 weeks rent if less than 25% of the fixed term has expired,

- 51.2** 3 weeks rent if 25% or more but less than 50% of the fixed term has expired,
- 51.3** 2 weeks rent if 50% or more but less than 75% of the fixed term has expired,
- 51.4** 1 week's rent if 75% or more of the fixed term has expired.

This clause does not apply if the tenant terminates a fixed term residential tenancy agreement for a fixed term of more than 3 years or if the tenant terminates a residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

Note. Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility, and being in circumstances of domestic violence. Section 107 of the *Residential Tenancies Act 2010* regulates the rights of the landlord and tenant under this clause.

- 52. The landlord agrees** that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term of not more than 3 years is limited to the amount specified in clause 51 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Note. Section 107 of the *Residential Tenancies Act 2010* also regulates the rights of landlords and tenants for a residential tenancy agreement with a fixed term of more than 3 years.

ADDITIONAL TERMS

[Additional terms may be included in this agreement if:

- (a) both the landlord and the tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the *Residential Tenancies Regulation 2019* or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE]

ADDITIONAL TERM - PETS

[Cross out this clause if not applicable]

- 53. The landlord agrees** that the tenant may keep the following animal on the residential premises [specify the breed, size etc]:

3 x Dogs

- 54. The tenant agrees**

- 54.1** to supervise and keep the animal within the premises, and
- 54.2** to ensure that the animal does not cause a nuisance, or breach the reasonable peace, comfort or privacy of neighbours, and
- 54.3** to ensure that the animal is registered and micro-chipped if required under law, and
- 54.4** to comply with any council requirements.

- 55. The tenant agrees** to have the carpet professionally cleaned or to pay the cost of having the carpet professionally cleaned at the end of the tenancy if cleaning is required because an animal has been kept on the residential premises during the tenancy.

ADDITIONAL TERM - AGREEMENT TO USE PREVIOUS CONDITION REPORT

- 56. The landlord and tenant:**

- 56.1** agree that the condition report included in a residential tenancy agreement entered into by the tenant and dated 26 / 04 / 2021 (insert a date if the landlord and tenant agree to this clause) forms part of this agreement,
- 56.2** acknowledge that the tenant's responses in that condition report form part of this agreement, and

- 56.3** agree that two physical copies of that condition report, or one electronic copy, have been given to the tenant on or before the date of this agreement.

ADDITIONAL TERM - TENANT'S CARE AND USE OF THE RESIDENTIAL PREMISES

- 57. Further to clauses 16 and 17 and subject to any applicable by-law, the tenant agrees:**

- 57.1** to use the residential premises for residential purposes only;
- 57.2** not to use, advertise for use, sub-let, licence, transfer or otherwise part with possession of the whole or any part of the residential premises for the purpose of giving a person the right to occupy the residential premises for the purpose of a holiday, without the prior written consent of the landlord where such consent may be refused in the landlord's absolute discretion;
- 57.3** to clean the residential premises regularly with special attention to the kitchen, bathroom and appliances;
- 57.4** to put nothing down any sink, toilet or drain likely to cause obstruction or damage;
- 57.5** to wrap up and place garbage in a suitable container;
- 57.6** to regularly mow the lawns and keep the grounds and garden tidy and free of weeds and rubbish and maintain them in their condition, fair wear and tear excepted, as at the commencement of this agreement;
- 57.7** to take special care of the items let with the residential premises including any furniture, furnishings and appliances;
- 57.8** to do no decorating that involves painting, marking or defacing the residential premises or fixing posters without the prior written consent of the landlord or an order of the Civil and Administrative Tribunal;
- 57.9** to ensure that nothing is done that may prejudice any insurance policy or increase the premium payable under any insurance policy held by the landlord in relation to the residential premises and to ensure that nothing is done on the residential premises which may expose the owner to any claims or liability or which might give rise to an insurance claim;
- 57.10** to notify the landlord promptly of any infectious disease or the presence of rats, cockroaches, fleas or other pests;
- 57.11** to ventilate, in an adequate and timely manner and, if applicable, without any alteration or addition to the common property, all rooms and areas in the residential premises and to prevent the growth of mould;
- 57.12** not to remove, alter or damage any water efficiency measure installed in the residential premises;
- 57.13** not to store rubbish, unregistered vehicles, any inflammable, dangerous or hazardous chemical, liquid or gas (with the exception of petrol or gas stored in the fuel tank of any registered motor vehicle) or other inflammable, dangerous or hazardous material on the residential premises, and storage of any items on the residential premises is at the tenant's own risk; and
- 57.14** to take out and bring in, in accordance with the scheduled garbage collection days, and to keep clean, all bins that are supplied with the residential premises and to pay the cost of repair or replacement of any bins that become damaged, lost or stolen (if not repaired or replaced at the cost of the relevant authority) whilst the tenant is in occupation of the residential premises.

ADDITIONAL TERM - TELECOMMUNICATIONS SERVICES

- 58. The tenant agrees:**

- 58.1** to leave, in the same manner of connection or operation, any telephone service installed in the residential premises at the commencement of this agreement; and

RESIDENTIAL TENANCY AGREEMENT

- 58.2** the availability of telephone or fax lines, internet services, analogue, digital or cable television (and the adequacy of such services) are the sole responsibility of the tenant and the tenant should make their own enquiries as to the availability and adequacy of such services before executing this agreement. The landlord does not warrant that any telephone or fax plugs, antenna sockets or other such sockets or service points located in the residential premises are serviceable, or will otherwise meet the requirements of the tenant, and tenants must rely upon their own enquiries. The landlord is not obliged to install any antenna, plugs or sockets including but not limited to any digital aerials or antennas or to carry out any upgrades in respect of television or internet reception on the residential premises.

ADDITIONAL TERM - RENT AND RENTAL BOND

59. The tenant agrees:

- 59.1** to pay the rent on or before the day which the term of this agreement begins; and
- 59.2** not to apply any rental bond towards payment of the rent without the prior written consent of the landlord.

- 60.** The landlord and the tenant may, by agreement, change the manner in which rent is payable under this agreement.

ADDITIONAL TERM - OCCUPANTS

61. The tenant agrees:

- 61.1** not to part with possession other than in accordance with the provisions of this agreement or the *Residential Tenancies Act 2010*; and
- 61.2** to ensure that occupants and other persons who come on to the residential premises with the tenant's consent comply with the conditions of this agreement.

ADDITIONAL TERM - TERMINATION

- 62. The tenant acknowledges** that a notice of termination does not by itself end the tenant's obligations under this agreement.

63. The tenant agrees:

- 63.1** upon termination of this agreement, to:
- promptly and peacefully deliver up vacant possession of the residential premises to the landlord by the date specified in the termination notice or otherwise in accordance with the *Residential Tenancies Act 2010*;
 - promptly notify the landlord or the landlord's agent of the tenant's forwarding address; and
 - comply with its obligations in clause 18 of this agreement; and

- 63.2** that the tenant's obligations under this agreement continue until such time as the tenant has provided vacant possession of the residential premises, left them in the condition required under this agreement and returned to the landlord or the landlord's agent all keys, access cards, locks and other opening devices and security items.

- 64.** Notwithstanding any termination of this agreement, **the tenant acknowledges and agrees** that an application may be made to the Civil and Administrative Tribunal if the tenant does not vacate when required or otherwise does not comply with this agreement.

65. The landlord and the tenant agree that:

- 65.1** any action by the landlord or the tenant to terminate this agreement shall not affect any claim for compensation in respect of a breach of this agreement; and
- 65.2** the acceptance of or demand for rent or other money by the landlord after service of a termination notice for breach does not operate as a waiver of that notice nor does it evidence the creation of a new tenancy.

Note: Examples of where a fixed term agreement can be ended are where a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days. Examples of where a periodic agreement can be ended are where a contract for sale of land requiring vacant possession has been exchanged (in which case the notice period is not less than 30 days), a party has breached the agreement (in which case the notice period is not less than 14 days) or where the rent has remained unpaid in breach of the agreement for not less than 14 days.

Note: If the tenant breaches this agreement the landlord should refer to section 87(2) of the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - STATUTES, STRATA BY-LAWS, RULES AND SPECIAL CONDITIONS FOR FLATS

66. The tenant acknowledges and agrees:

- 66.1** to observe all relevant statutes, statutory regulations, strata by-laws, company title rules and community title rules relating to health, safety, noise and other housing standards with respect to the residential premises;
- 66.2** where the residential premises are subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*, to observe and comply with any applicable strata by-laws and/or management statements and any applicable law;
- 66.3** where the residential premises are a flat (not subject to the *Strata Schemes Management Act 2015*, the *Strata Schemes Development Act 2015*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*), to comply with any applicable law and the special conditions contained in Schedule A of this agreement and any other special conditions as notified to the tenant from time to time; and
- 66.4** that, at the tenant's cost, the owners corporation or strata managing agent may dispose of abandoned goods, perishable goods or rubbish left on common property.

ADDITIONAL TERM - SWIMMING POOLS

(This clause does not apply when there is no pool on the residential premises)

~~67. Unless otherwise agreed by the landlord and tenant in writing, the tenant agrees:~~

- ~~**67.1** to vacuum, brush and clean the pool, backwash the filter, and empty the leaf basket(s) regularly, keeping them free from leaf litter and other debris;~~
- ~~**67.2** to have the pool water tested once a month at a pool shop and to purchase and use the appropriate chemicals to keep the water clean and clear;~~
- ~~**67.3** to keep the water level above the filter inlet at all times;~~
- ~~**67.4** to notify the landlord or the landlord's agent as soon as practicable of any problems with the pool or equipment, safety gate, access door, fence or barrier;~~
- ~~**67.5** not to interfere with the operation of any pool safety gate, access door, fence or barrier including not propping or holding open any safety gate or access door, nor leaving any item or object near a pool safety gate, access door, fence or barrier which would aid or allow access by children to the pool area or allow children to climb the pool safety gate, access door, fence or barrier; and~~
- ~~**67.6** to ensure that the pool safety gate or access door is self-closing at all times;~~

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ADDITIONAL TERM - RENT INCREASES DURING THE FIXED TERM
 (for a fixed term of **less than 2 years**):

68. By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

68.1 the rent will be increased to

| | | | |
|-------|----|-----|-------|
| \$ | | per | |
| | on | / / | ; and |
| to \$ | | per | |
| | on | / / | ; or |

68.2 the rent increase can be calculated by the following method (set out details):

| |
|--|
| |
| |
| |

Note: The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

ADDITIONAL TERM - RENT INCREASES DURING THE FIXED TERM
 (for a fixed term of **2 years or more**):

69. By completing this clause, **the parties agree** that the rent will be increased during the fixed term of the agreement as follows:

69.1 the rent will be increased to

| | | | |
|-------|----|-----|-------|
| \$ | | per | |
| | on | / / | ; and |
| to \$ | | per | |
| | on | / / | ; or |

69.2 the rent increase can be calculated by the following method (set out details):

| |
|--|
| |
| |
| |

Note: The rent payable under a residential tenancy agreement may be increased only if the tenant is given written notice by the landlord or the landlord's agent specifying the increased rent and the day from which it is payable, and the notice is given at least 60 days before the increased rent is payable.

Note: The rent payable under a fixed term agreement for a fixed term of 2 years or more must not be increased more than once in any period of 12 months, and may be increased whether or not the agreement sets out the amount of the increase or the method of calculating the increase.

ADDITIONAL TERM - CONDITION REPORT FORMS PART OF THIS AGREEMENT

70. For avoidance of doubt:

70.1 a condition report which accompanies this agreement, forms part of this agreement;

70.2 a condition report that is signed by both the landlord and the tenant is presumed to be a correct statement, in the absence of evidence to the contrary, of the state of repair or general condition of the residential premises on the day specified in the report; and

70.3 if the tenant fails to return the condition report to the landlord or the landlord's agent within 7 days after taking possession of the residential premises, then the tenant is deemed to have accepted the landlord's signed condition report and that report forms part of this agreement.

ADDITIONAL TERM - ADDITIONAL TENANT OBLIGATIONS

71. The tenant agrees:

71.1 to reimburse the landlord, within 30 days of being requested to do so, for:

- (a) any call out fees payable where the call out has been arranged with the tenant and the tenant has failed to provide access to the residential premises for any reason, preventing the relevant service from taking place;
- (b) any cost or expense of any kind incurred by the landlord to replace or fix an item, fixture or fitting in or on the residential premises that was required to be replaced or fixed as a result of a fire audit or fire inspection, provided that the item, fixture or fitting needed replacing or fixing due to the activities carried out by the tenant in or on the residential premises (including, without limitation, creating holes in, or attaching hooks to, fire safety doors); and
- (c) any fine, penalty or costs of any recovery action incurred by the landlord arising out of or in connection with the failure of a body corporate, community association or company to comply with a statutory requirement (including, without limitation, the lodgement of an annual fire safety statement) if that failure was caused or contributed to by the tenant;

71.2 to notify the landlord or the landlord's agent immediately if any smoke detector or smoke alarm in the residential premises is not working properly so that the landlord can attend to the landlord's obligation referred to in clause 42 of this agreement; and

71.3 to pay any call out fees payable to the fire brigade or other authorities which become payable in the event that a smoke alarm fitted to the residential premises is activated by activities carried out by the tenant on the residential premises, including but not limited to burning food.

ADDITIONAL TERM - TENANCY DATABASES

72. The landlord or the landlord's agent advises and the tenant acknowledges and agrees that the tenant's personal information may be collected, used and disclosed for the purpose of listing the tenant on a tenancy database as permitted by, and in accordance with, the provisions of the *Residential Tenancies Act 2010*.

ADDITIONAL TERM - GARAGE, STORAGE CAGE, OPEN CAR SPACE OR OTHER STORAGE FACILITY

[This clause does not apply if there is no garage, storage cage, open car space or other storage facility on the residential premises]

73. The tenant agrees that if the premises include a garage then the garage is provided for the purpose of parking a motor vehicle and not for the storage of goods or personal belongings.

74. The landlord gives no undertaking as to the security and/or waterproofing of any garage, storage cage, open car space or any other storage facility on the residential premises and accepts no liability for any damage to such garage, storage cage, open car space or other storage facility or to anything stored therein.

ADDITIONAL TERM - DETAILS OF TENANT AND TENANT'S AGENT

75. The tenant agrees to notify the landlord or the landlord's agent, in writing within 14 days, of any changes to the nominated contact details of the tenant or the tenant's agent, including those specified in this agreement.

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RESIDENTIAL TENANCY AGREEMENT

76. **The landlord agrees** to provide to the tenant's agent (if appointed) all notices and documents that it gives to the tenant.

ADDITIONAL TERM - TENANT'S REFUSAL OF ACCESS

77. Where the tenant has been provided with the requisite notice pursuant to clause 24.8 and the tenant has refused access to the residential premises preventing prospective tenants from inspecting them, **the tenant acknowledges and agrees** that the landlord is entitled to claim damages for loss of bargain in the event the landlord is unable to secure a future tenant as a result of the tenant's refusal to allow access to the residential premises.
78. **The tenant agrees** that the landlord and the landlord's agent are authorised to use the office set of keys to access the residential premises for the purpose of carrying out an inspection pursuant to clause 24.

ADDITIONAL TERM - PRIVACY POLICY

79. The *Privacy Act 1988* (Cth) (the **Act**) allows certain information about the tenant referred to in this agreement to be collected, used and disclosed for the purpose for which it was collected, and otherwise in accordance with the Act. This Privacy Policy does not form part of this agreement and only applies to the extent that the landlord collects, uses and discloses personal information and is required by the Act to comply with the requirements of the Act. If the landlord appoints an agent to act for the landlord, then this Privacy Policy will apply to the landlord's agent's collection, use and disclosure of personal information on behalf of the landlord.
- The landlord may amend, or amend and restate, this Privacy Policy from time to time and may subsequently notify the tenant of any changes to this Privacy Policy by written notification to the tenant. Any change to this Privacy Policy takes effect on the date of that written notification.

The personal information the tenant provides in connection with this agreement or collected from other sources is necessary for the landlord and (if appointed) the landlord's agent to:

- (a) identify and verify the tenant's identity;
- (b) process and assess any application received in relation to the lease of the residential premises;
- (c) assess the tenant's ability to meet their financial and other obligations under this agreement;
- (d) manage this agreement and the residential premises including (without limitation) the collection of rent and the preparation of required statements of accounts;
- (e) contact and liaise with goods and services providers as instructed by the tenant and to provide those providers with the tenant's personal information;
- (f) comply with any applicable law;
- (g) liaise and exchange information with the tenant and the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent in relation to or in connection with this agreement;
- (h) negotiate the lease for the residential premises;
- (i) process any payment (including, without limitation, the exchange of personal information with the relevant payment provider, where necessary); and
- (j) comply with any dispute resolution process.

If the personal information is not provided by the tenant, the landlord and (if appointed) the landlord's agent may not be able to carry out the steps described above.

Personal information collected about the tenant may be disclosed by the landlord or (if appointed) the landlord's agent for the purpose for which it was collected, to other parties including to the landlord (if the landlord's agent is appointed), the landlord's mortgagee or head-lessor (in either case, if any), the legal and other advisors of the tenant, landlord and (if appointed) the landlord's agent, referees, valuers, other agents, Courts and

applicable tribunals, third party operators of tenancy and other databases, other third parties instructed by the tenant (including, without limitation, goods, and services providers), as required by any applicable law and to any prospective or actual purchaser of the residential premises including to their prospective or actual mortgagee (if any). Personal information held by tenancy databases and relevant agencies may also be requested by and disclosed to the landlord and/or the landlord's agent. The landlord and (if appointed) the landlord's agent will take reasonable precautions to protect the personal information they hold in relation to the tenant from misuse, loss, and unauthorised access, modification or disclosure.

Further, if the tenant applies for the lease of the residential premises via any third party letting business, including any online letting businesses, then the tenant will have consented to the disclosure of its personal information by that business to the landlord and (if appointed) the landlord's agent. The tenant consents to the landlord and (if appointed) the landlord's agent receiving personal information from the relevant online letting business for the purposes specified in this Privacy Policy.

If the tenant fails to comply with its obligations under this agreement, then that fact and other relevant personal information collected about the tenant during the term of this agreement may also be disclosed to third party operators of tenancy and other databases, other agents, Courts and relevant tribunals.

The landlord and (if appointed) the landlord's agent may also use the tenant's information including personal information for marketing and research purposes to inform the tenant of products and services provided by the landlord and (if appointed) the landlord's agent, which the landlord and (if appointed) the landlord's agent consider may be of value or interest to the tenant, unless the tenant tells the landlord or (if appointed) the landlord's agent (see opt out option below) or has previously told the landlord or (if appointed) the landlord's agent not to. If the tenant **does not** wish to receive any information about such products and services then please tick this box: ☐ or otherwise notify the landlord and/or landlord's agent using the contact details of the landlord and/or landlord's agent (as applicable) set out earlier in this agreement.

The tenant has the right to request access to any personal information held by the landlord and (if appointed) the landlord's agent which relates to them, unless the landlord or (if appointed) the landlord's agent is permitted by law (including the Act) to withhold that information. If the Act applies to the landlord and the landlord is an 'organisation' (as defined under the Act) then it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). If an agent is appointed by the landlord, it is entitled to charge a reasonable fee where access to personal information is provided (no fee may be charged for making an application to access personal information). Any requests for access to the tenant's personal information should be made in writing to the landlord or (if appointed) the landlord's agent at the contact details included in this agreement. The tenant has the right to request the correction of any personal information which relates to the tenant that is inaccurate, incomplete or out-of-date.

By signing this agreement, **the tenant acknowledges** that it has read and understands the terms of this Privacy Policy and agrees to those terms and the permissions to collect, use and disclose personal information, and **the tenant authorises** the landlord and (if appointed) the landlord's agent to collect, use and obtain, in accordance with the Act, their personal information for the purposes specified in this Privacy Policy.

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ADDITIONAL TERM - ACKNOWLEDGEMENTS

80. The landlord and tenant each acknowledge that:

- 80.1** the landlord and tenant are permitted to agree on additional terms and conditions of this agreement and to include them in an annexure at the end of this agreement;
- 80.2** the additional terms and conditions may be included in this agreement only if:
- (a) they do not contravene the *Residential Tenancies Act 2010* (NSW), the *Residential Tenancies Regulation 2019* (NSW) or any other Act; and
 - (b) they are not inconsistent with the standard terms and conditions of this agreement; and
- 80.3** The Real Estate Institute of New South Wales Limited (REINSW) is not and cannot be responsible for the drafting and content of any additional terms and/or conditions that are included in any annexure to this agreement.

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RESIDENTIAL TENANCY AGREEMENT

SCHEDULE A

SPECIAL CONDITIONS - FLATS

Special Condition 1 - Vehicles

The tenant must not park or stand any motor or other vehicle on common area, or permit a motor vehicle to be parked or stood on common area, except with the prior written approval of the landlord or as permitted by a sign authorised by the landlord.

Special Condition 2 - Damage to lawns and plants on the common areas

The tenant must not, except with the prior written approval of the landlord:

- (a) damage any lawn, garden, tree, shrub, plant or flower being part of or situated on the common area, or
- (b) use for his or her own purposes as a garden any portion of the common area.

Special Condition 3 - Obstruction of common areas

The tenant must not obstruct lawful use of common areas by any person except on a temporary and non-recurring basis.

Special Condition 4 - Noise

The tenant, or any invitee of the tenant, must not create any noise in the flat or the common area likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or of any person lawfully using the common area.

Special Condition 5 - Behaviour of tenants and invitees

- (a) The tenant, or any invitee of the tenant, when on the common area must be adequately clothed and must not use language or behave in a manner likely to cause offence or embarrassment to the owner or occupier of another lot or to any person lawfully using the common area.
- (b) The tenant must take all reasonable steps to ensure that their invitees:
 - (i) do not behave in a manner likely to interfere with the peaceful enjoyment of the owner or occupier of another flat or any person lawfully using the common area; and
 - (ii) without limiting paragraph (b)(i), comply with Special Condition 5(a).

Special Condition 6 - Children playing on common areas in building

Any child for whom the tenant is responsible may play on any area of the common area that is designated by the landlord for that purpose but may only use an area designated for swimming while under adult supervision. The tenant must not permit any child of whom the tenant is responsible, unless accompanied by an adult exercising effective control, to be or to remain on the common area that is a laundry, car parking area or other area of possible danger or hazard to children.

Special Condition 7 - Smoke penetration

The tenant, and any invitee of the tenant, must not smoke tobacco or any other substance on the common area, except:

- (a) in an area designated as a smoking area by the landlord, or
- (b) with the written approval of the landlord.

The tenant who is permitted under this Special Condition to smoke tobacco or any other substance on common area must ensure that the smoke does not penetrate to any other flat. The tenant must ensure that smoke caused by the smoking of tobacco or any other substance by the tenant, or any invitee of the tenant, in the flat does not penetrate to the common area or any other flat.

Special Condition 8 - Preservation of fire safety

The tenant must not do any thing or permit any invitees to do any thing in the flat or common area that is likely to affect the operation of fire safety devices in the parcel or to reduce the level of fire safety in the flats or common areas.

Special Condition 9 - Storage of inflammable, dangerous or hazardous liquids and other substances and materials

- (a) The tenant must not, except with the prior written approval of the landlord, use or store in the flat, garage or carport or on the common area any inflammable, dangerous or hazardous chemical, liquid or gas or other inflammable, dangerous or hazardous material.
- (b) This Special Condition does not apply to chemicals, liquids, gases or other material used or intended to be used for domestic purposes, or any chemical, liquid, gas or other material in a fuel tank of a motor vehicle or internal combustion engine.

Special Condition 10 - Appearance of flat

- (a) The tenant must not, without the prior written approval of the landlord, maintain within the flat anything visible from outside the flat that, viewed from outside the flat, is not in keeping with the rest of the building.
- (b) This Special Condition does not apply to the hanging of any clothing, towel, bedding or other article of a similar type in accordance with Special Condition 12.

Special Condition 11 - Cleaning windows and doors

- (a) Except in circumstances referred to in Special Condition 11(b), the tenant is responsible for cleaning all interior and exterior surfaces of glass in windows and doors on the boundary of the flat, including so much as is common area.
- (b) The landlord is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the tenant safely or at all.

Special Condition 12 - Hanging out of washing

The tenant may hang any washing on any lines provided by the landlord for that purpose. The tenant may hang washing on any part of the flat other than over the balcony railings. In each case, the washing may only be hung for a reasonable period. In this Special Condition, "washing" includes any clothing, towel, bedding or other article of a similar type.

Special Condition 13 - Disposal of waste - bins for individual flats (applicable where individual flats have bins)

- (a) The tenant must:
 - (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
 - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
 - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on the common area;
 - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste;
 - (v) maintain bins for waste within the flat, or on any part of the common area that is authorised by the landlord, in clean and dry condition and appropriately covered;
 - (vi) not place any thing in the bins of the owner or occupier of any other flat except with the permission of that owner or occupier;
 - (vii) place the bins within an area designated for collection by the landlord not more than 12 hours before the time at which waste is normally collected and, when the waste has been collected, must promptly return the bins to the flat or other area authorised for the bins; and
 - (viii) notify the local council of any loss of, or damage to, bins provided by the local council for waste.

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- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

**Special Condition 14 - Disposal of waste - shared bins
(applicable where bins are shared by flats)**

- (a) The tenant must:
 - (i) not deposit or throw on the common area any rubbish, dirt, dust or other material or discarded item except with the prior written approval of the landlord;
 - (ii) not deposit in a toilet, or otherwise introduce or attempt to introduce into the plumbing system, any item that is not appropriate for any such disposal (for example, a disposable nappy);
 - (iii) comply with all reasonable directions given by the landlord as to the disposal and storage of waste (including the cleaning up of spilled waste) on common area; and
 - (iv) comply with the local council's guidelines for the storage, handling, collection and disposal of waste.
- (b) The landlord may give directions for the purposes of this Special Condition by posting signs on the common area with instructions on the handling of waste that are consistent with the local council's requirements or giving notices in writing to tenants.
- (c) In this Special Condition, "bin" includes any receptacle for waste and "waste" includes garbage and recyclable material.

Special Condition 15 - Change in use or occupation of flat to be notified

- (a) The tenant must notify the landlord if the tenant changes the existing use of the flat.
- (b) Without limiting Special Condition 15(a), the following changes of use must be notified:
 - (i) a change that may affect the insurance premiums for the landlord (for example, if the change of use results in a hazardous activity being carried out in the flat, or results in the flat being used for commercial or industrial purposes rather than residential purposes); and
 - (i) a change to the use of the flat for short-term or holiday letting.
- (c) The notice must be given in writing at least 21 days before the change occurs or a lease or sublease commences.

Special Condition 16 - Compliance with planning and other requirements

The tenant must ensure that the flat is not used for any purpose that is prohibited by law and that the flat is not occupied by more persons than are allowed by law to occupy the flat.

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RESIDENTIAL TENANCY AGREEMENT

NOTES.

1. Definitions

In this agreement:

landlord means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant and a tenant who has granted the right to occupy residential premises to a sub-tenant.

landlord's agent means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.

LFAI Register means the register of residential premises that contain or have contained loose-fill asbestos insulation that is required to be maintained under Division 1A of Part 8 of the *Home Building Act 1989*.

rental bond means money paid by the tenant as security to carry out this agreement.

residential premises means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

tenancy means the right to occupy residential premises under this agreement.

tenant means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

Clauses 5 and 6 of this agreement provide for rent to be able to be increased if the agreement continues in force, with certain restrictions.

3. Ending a fixed term agreement

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord ending the agreement include sale of the residential premises requiring vacant possession, breach of this agreement by the tenant, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

The grounds for the tenant include breach by the landlord of information disclosure provisions under section 26 of the Act (not revealed when this agreement was entered into), breach of this agreement by the landlord, due to hardship or if the agreement is frustrated because the premises are destroyed, become wholly or partly uninhabitable or cease to be lawfully usable as a residence or are appropriated or acquired by any authority by compulsory process.

For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Civil and Administrative Tribunal or a judgment or order of a court if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

RESIDENTIAL TENANCY AGREEMENT

THE LANDLORD AND THE TENANT ENTER INTO THIS AGREEMENT AND AGREE TO ALL ITS TERMS.

Note. Section 9 of the *Electronic Transactions Act 2000* allows for agreements to be signed electronically in NSW if the parties consent. If an electronic signature is used then it must comply with Division 2 of Part 2 of the *Electronic Transactions Act 2000*.

SIGNED BY THE LANDLORD / LANDLORD'S AGENT

DocuSigned by:

5F0DE0F8B9FC4C4
(Signature of landlord / landlord's agent)

31/8/2022
(Date)

LANDLORD INFORMATION STATEMENT

The landlord acknowledges that, at or before the time of signing this residential tenancy agreement, the landlord has read and understood the contents of an information statement published by NSW Fair Trading that sets out the landlord's rights and obligations.

DocuSigned by:

5F0DE0F8B9FC4C4
(Signature of landlord / landlord's agent)

31/8/2022
(Date)

Note: A landlord's agent must not sign this acknowledgment unless they have first obtained from the landlord a written statement that the landlord has read and understood the contents of the information statement published by NSW Fair Trading setting out the landlord's rights and obligations.

SIGNED BY THE TENANT

DocuSigned by:

8002B1A14F201404
(Signature of tenant)

31/8/2022
(Date)

(Signature of tenant)

(Date)

(Signature of tenant)

(Signature of tenant)

(Date)

(Date)

TENANT INFORMATION STATEMENT

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of an information statement published by NSW Fair Trading.

DocuSigned by:

8002B1A14F201404
(Signature of tenant)

31/8/2022
(Date)

(Signature of tenant)

(Date)

(Signature of tenant)

(Signature of tenant)

(Date)

(Date)

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

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March 2020

Tenant information statement

What you must know before you start renting

Starting a tenancy

Landlords or agents must give all tenants a copy of this **Tenant information statement** before signing a residential tenancy agreement.

Make sure you read this information statement thoroughly before you sign a residential tenancy agreement. Ask questions if there is anything in the agreement that you do not understand.

Remember, you are committing to a legally binding contract with no cooling-off period. You want to be certain you understand and agree to what you are signing.

The landlord or agent must:

- ensure the property is vacant, reasonably clean, fit to live in and in good repair at the start of the tenancy
- provide and maintain the property in a reasonable state of repair
- meet health and safety laws (e.g. pool fencing, electrical installations, smoke alarms, window and balcony safety)
- ensure the property is reasonably secure
- respect your privacy and follow entry and notice requirements.

When renting, you must:

- pay the rent on time
- keep the property reasonably clean and undamaged and leave it in the same condition it was in when you moved in (fair wear and tear excepted)
- not use the property for anything illegal
- follow the terms of the tenancy agreement
- respect your neighbours' right to peace, comfort and privacy

What you must be told before you sign an agreement

Sometimes a rental property has something in its history that you should know before you sign an agreement.

The landlord or agent **must tell** you if the property is:

- planned to be sold
- subject to court proceedings where the mortgagee is trying to take possession of the property
- in a strata scheme and a strata renewal committee is currently established for the strata scheme.

The landlord or agent **must tell** you if they are aware of any of the following facts. If the property:

- has been subject to flooding from a natural weather event or bushfire in the last 5 years
- has significant health or safety risks (unless obvious to a reasonable person when the property is inspected)
- has been the scene of a serious violent crime (e.g. murder or aggravated assault) in the last 5 years
- is listed on the [loose-fill asbestos insulation register](#)
- has been used to manufacture or cultivate a prohibited drug or prohibited plant in the last 2 years
- is part of a building where a fire safety or building product rectification order (or a notice of intention to issue one of these orders) has been issued regarding external combustible cladding
- is part of a building where a development or complying development certificate application for rectification has been lodged regarding external combustible cladding
- is in a strata scheme where scheduled rectification work or major repairs will be carried out to common property during the fixed term of the agreement
- is affected by zoning or laws that will not allow you to obtain a parking permit, and only paid parking is available in the area
- is provided with any council waste services that are different to other properties in the council area
- has a driveway or walkway that others can legally use.

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Penalties apply to landlords or agents if any of the above is not done.

What you must be given before you sign an agreement

Before you sign an agreement or move into the property, the landlord or agent **must give** you:

- a copy of this Tenant information statement
- a copy of the proposed tenancy agreement, filled out in the spaces provided
- 2 hard copies, or 1 electronic copy, of the condition report for the property completed by the landlord or agent
- a copy of the by-laws, if the property is in a strata scheme.

What you must be given at the time you sign an agreement

At the time you sign the agreement, the landlord or agent **must give** you:

- for any swimming or spa pools on the property, a valid certificate of compliance or occupation certificate (issued within the last 3 years). This does not apply if you are renting a property in a strata or community scheme that has more than 2 lots.

Before or at the start of the tenancy

The landlord or agent **must give** you:

- a copy of the key (or other opening device or information) to open any lock or security device for the rented property or common property, at no cost to you or any tenant named in the agreement

The property must be fit to live in

The property must be reasonably clean, fit to live in and in a reasonable state of repair.

To be fit to live in, the property must (at a minimum):

1. be structurally sound
2. have adequate natural or artificial lighting in each room, except storage rooms or garages
3. have adequate ventilation
4. be supplied with electricity or gas, and have enough electricity or gas sockets for lighting, heating and other appliances
5. have adequate plumbing and drainage
6. have a water connection that can supply hot and cold water for drinking, washing and cleaning
7. have bathroom facilities, including toilet and washing facilities, that allow users' privacy.

The property could have other issues that may make it unfit for you to live in, even if it meets the

above 7 minimum standards. Before you rent the property, you should tell the landlord or agent to take steps (such as make repairs) to make sure the property is fit to live in.

Residential tenancy agreement

The tenancy agreement is a legal agreement. It must include certain standard terms that cannot be changed or deleted. It may also include additional terms. Verbal agreements are still binding on you and the landlord.

Condition report

You should have already received a copy of the condition report, completed by the landlord or agent, before you signed the agreement. This is an important piece of evidence and you should take the time to check the condition of the property at the start of the tenancy. If you do not complete the report accurately, money could be taken out of your bond (after you move out) to pay for damage that was already there when you moved in.

You must complete and give a copy of the condition report to your landlord or agent **within 7 days** after moving into the property. You must also keep a copy of the completed report.

Rent, receipts and records

Rent is a regular payment you make to the landlord to be able to live in the property. You cannot be asked to pay more than 2 weeks' rent in advance. Your landlord or agent cannot demand more rent until it is due.

Your landlord or agent can serve you with 14 days' termination notice if you are more than 14 days behind with the rent.

Your landlord or agent must:

- give you rent receipts (unless rent is paid into a nominated bank account)
- keep a record of rent you pay
- provide you with a copy of the rent record within 7 days of your written request for it.

Rental bonds

The bond is money you may have to pay at the start of the tenancy as security. It must be in the form of money and not as a guarantee. Your landlord or agent can only ask for 1 bond for a tenancy agreement. The bond payable cannot be more than 4 weeks rent. If the landlord agrees, you can pay the bond in instalments.

Your landlord or agent cannot make you pay a bond before the tenancy agreement is signed. If you pay the bond directly to Fair Trading using [Rental Bonds Online](#) (RBO) the landlord or agent will receive confirmation of this before they finalise the tenancy agreement.

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Your landlord or agent must give you the option to use RBO to pay your bond. You can use RBO to securely pay your bond direct to NSW Fair Trading using a credit card or BPAY, without the need to fill out and sign a bond lodgement form. Once registered, you can continue to use your RBO account for future tenancies.

If you decide not to use RBO, you can ask your agent or landlord for a paper bond lodgement form for you to sign, so that it can be lodged with Fair Trading. The landlord must deposit any bond you pay them with Fair Trading within 10 working days. If the bond is paid to the agent, the agent must deposit the bond with Fair Trading within 10 working days after the end of the month in which the bond was paid.

Discrimination when applying for rental property

It is against the law for a landlord or agent to discriminate on the grounds of your race, age, disability, gender, sexual orientation, marital status or pregnancy.

If you feel that a landlord or agent has declined your tenancy application or has treated you less favourably because of the above, you can contact the NSW Anti-Discrimination Board on 1800 670 812 or the Australian Human Rights Commission on 1300 656 419.

It is not against the law if a landlord or agent chooses not to have a tenant who smokes, or has a poor tenancy history or issues with rent payments.

Communicating with your landlord or agent

Your landlord must provide you with their name and a way for you to contact them directly, even if your landlord has an agent.

This information must be given to you in writing before or when you sign the tenancy agreement, or it can be included in the agreement you sign. Your landlord must also let you know, in writing, within 14 days of any changes to their details.

Some formal communication between you and the landlord or agent must be in writing to be valid, for example, termination notices. You can use email to serve notices or other documents but only if the landlord or agent has given you permission to use their nominated email address for this purpose.

During the tenancy

Can rent be increased during the tenancy?

For a fixed-term of less than 2 years, rent can only be increased during the fixed-term if the agreement sets out the increased amount or how the increase will be calculated. No written notice of the increase is required.

For a fixed-term of 2 years or more, or for a periodic agreement (i.e. where the fixed-term has expired or no fixed-term is specified), the rent can only be increased once in a 12-month period. You must get at least 60 days written notice.

Paying for electricity, gas and water usage

You may have to pay the cost for certain utilities as set out in the agreement. For example, you will pay for all:

- electricity, non-bottled gas or oil supply charges if the property is separately metered. Some exceptions apply for electricity or gas
- charges for the supply of bottled gas during the tenancy.

There are limits on when you need to pay for water usage charges. You can only be asked to pay for water usage if the property is separately metered (or water is delivered by vehicle) and meets the following water efficiency measures:

- all showerheads have a maximum flow rate of 9 litres per minute
- all internal cold-water taps and single mixer taps for kitchen sinks or bathroom hand basins have a maximum flow rate of 9 litres per minute
- any leaking taps or toilets on the property are fixed at the start of the agreement and whenever other water efficiency measures are installed, repaired or upgraded
- from 23 March 2025, toilets are dual flush and have a minimum 3-star WELS rating.

Repairs and maintenance

The property must always be fit for you to live in. The landlord is responsible for any repairs or maintenance, so the property is in a reasonable state of repair. They must also ensure the property meets health and safety laws.

You are responsible for looking after the property and keeping it clean and undamaged. If the property includes a yard, lawns and gardens, you must also keep these areas neat and tidy.

You need to tell your landlord or the agent of any necessary repairs or damage as soon as possible. They are responsible for arranging and paying for the repair costs unless you caused or allowed the damage. You are not responsible for any damage caused by a perpetrator of domestic violence during a domestic violence offence.

If the repair is an **urgent repair** e.g. where there is a burst water service, a blocked or broken toilet, a gas leak or dangerous electrical fault, your landlord or agent should organise these repairs as soon as reasonably possible, after being notified. If they do not respond to an urgent repair, you may be able to organise the work yourself and be reimbursed

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a maximum amount of \$1,000 within 14 days from requesting payment in writing. A list of **urgent repairs** is available on the [Fair Trading website](#).

You can apply to Fair Trading for a rectification order if your landlord refuses or does not provide and maintain the property in a reasonable state of repair. Similarly, your landlord can apply to Fair Trading for a rectification order if you refuse or do not repair damage you have caused or allowed. You can also apply to the NSW Civil and Administrative Tribunal (the Tribunal) if your landlord does not carry out repairs.

Smoke alarms must be working

Landlords must ensure that smoke alarms are installed on all levels of the property. Your landlord must maintain the smoke alarms in your property to ensure they are working.

You should notify your landlord or agent if a smoke alarm is not working. They are responsible for repairing (including replacing a battery) or replacing a smoke alarm within 2 business days after they become aware that it is not working.

You can choose to replace a removable battery if it needs replacing, but you must notify the landlord if and when you do this. You are not responsible for maintaining, repairing or replacing a smoke alarm. However, there are some circumstances where you can arrange for a smoke alarm to be repaired or replaced.

Privacy and access

You have the right to reasonable peace, comfort and privacy when renting. Tenancy laws restrict when and how often your landlord, agent or other authorised person can enter the property during the tenancy. Your landlord, agent or authorised person can enter the property without your consent in certain circumstances if proper notice (if applicable) is provided.

For example:

- in an **emergency**, no notice is necessary
- if the **Tribunal orders** that access is allowed
- to carry out, or assess the need for, **necessary repairs or maintenance** of the property, if you have been given at least 2 days' notice
- to carry out **urgent repairs**, no notice is necessary
- to carry out **repairs or replacement of a smoke alarm**, if you have been given at least 1 hours' notice
- to **inspect or assess the need for repair or replacement of a smoke alarm**, if you have been given at least 2 business days' notice
- to carry out a **general inspection** of the property if you have been given at least 7 days' written notice (no more than 4 inspections during a 12-month period).

How to make 'minor' changes to the property

You can only make minor changes to the property with your landlord's written consent, or if the agreement allows it. Your landlord can only refuse your request if it is reasonable to do so e.g. if the work involves structural changes or is inconsistent with the nature of the property.

There are certain types of 'minor' changes where it would be unreasonable for your landlord to refuse consent. For example:

- secure furniture to a non-tiled wall for safety reasons
- fit a childproof latch to an outdoor gate in a single dwelling
- insert fly screens on windows
- install or replace internal window covering (e.g. curtains)
- install cleats or cord guides to secure blind or curtain cords
- install child safety gates inside the property
- install window safety devices for child safety (non-strata only)
- install hand-held shower heads or lever-style taps to assist elderly or disabled occupants
- install or replace hooks, nails or screws for hanging pictures etc.
- install a phone line or internet connection
- plant vegetables, flowers, herbs or shrubs in the garden
- install wireless removable outdoor security camera
- apply shatter-resistant film to window or glass doors
- make changes that don't penetrate a surface, or permanently modify a surface, fixture or structure of the property.

Some exceptions apply. The landlord can also require that certain minor changes be carried out by a qualified person.

You will be responsible for paying for the changes and for any damage you cause to the property. Certain rules apply for removing any modifications at the end of the tenancy.

Your rights in circumstances of domestic violence

Every person has the right to feel safe and live free from domestic violence. If you or your dependent child are experiencing domestic violence in a rental property, there are options available to you to improve your safety.

If you or your dependent child need to escape violence, you can end your tenancy immediately,

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without penalty. To do this you must give your landlord a termination notice with the relevant evidence and give a termination notice to any co-tenants.

Or, if you wish to stay in your home, you can apply to the Tribunal for an order to end the tenancy of the perpetrator (if they are another co-tenant).

A tenant or any innocent co-tenant is not liable for property damage caused by the perpetrator of violence during a domestic violence offence.

Ending the tenancy

Termination notice must be given

A tenancy agreement is a legally binding agreement that can only be ended in certain ways. A tenancy will usually be ended by you or your landlord giving notice to the other party and you vacating on or after the date specified in the notice.

To end a tenancy, you need to give the landlord or agent a written termination notice with the applicable notice period. In some cases, you can apply directly to the Tribunal for a termination order without issuing a termination notice (for example if you are experiencing hardship).

If you do not leave by the date specified in the termination notice, the landlord or agent can apply to the Tribunal for termination and possession orders. If you do not comply with the Tribunal order, only a Sheriff's Officer can legally remove you from the property under a warrant for possession.

You cannot be locked out of your home under any circumstances unless a Sheriff's Officer is enforcing a warrant for possession issued by the Tribunal or a court.

Break fee for ending a fixed term agreement early

If you end a fixed term agreement early that is for 3 years or less, mandatory break fees may apply based on the stage of the agreement. If it applies, the set fee payable will be:

- 4 weeks rent if less than 25% of the lease had expired
- 3 weeks rent if 25% or more but less than 50% of the lease had expired
- 2 weeks rent if 50% or more but less than 75% of the lease had expired
- 1 week's rent if 75% or more of the lease had expired.

The break fee does not apply if you end the agreement early for a reason allowed under the Act.

Getting the rental bond returned

You should receive the bond in full at the end of the tenancy unless there is a reason for the landlord to make a claim against the bond. For example if:

- rent or other charges (e.g. unpaid water usage bills, break fee) are owing
- copies of the keys were not given back and the locks needed to be changed
- you caused damage or did not leave the property in a reasonably clean condition compared to the original condition report, apart from 'fair wear and tear'.

You are not liable for fair wear and tear to the property that occurs over time with the use of the property, even when the property receives reasonable care and maintenance.

Checklist

You should only sign the agreement when you can answer **Yes** to the following.

The tenancy agreement

- ☐ I have read the agreement and asked questions if there were things I did not understand.
- ☐ I understand the fixed-term of the agreement is negotiated before I sign, which means it can be for 6 months, 12 months, or some other period.
- ☐ I understand that I must be offered at least one way to pay the rent that does not involve paying a fee to a third party.
- ☐ I understand that any additional terms to the agreement can be negotiated before I sign.
- ☐ I have checked that all additional terms to the agreement are allowed. For example, the agreement does not include a term requiring me to have the carpet professionally cleaned when I leave, unless it is required because the landlord has allowed me to keep a pet on the property.

Promised repairs

For any promises the landlord or agent makes to fix anything (e.g. replace the oven, etc.) or do other work (e.g. paint a room, clean up the backyard, etc.):

- ☐ I have made sure these have already been done or
- ☐ I have an undertaking in writing (before signing the agreement) that they will be done.

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Upfront costs

- ☐ I am **not** required to pay:
- more than 2 weeks rent in advance
 - more than 4 weeks rent as a rental bond.
- ☐ I am **not** being charged for:
- the cost of preparing the tenancy agreement
 - the initial supply of keys and other opening devices to each tenant named in the agreement
 - being allowed to keep a pet on the property.

Top tips for problem-free renting

Some useful tips to help avoid problems when renting:

- Keep a copy of your agreement, condition report, rent receipts, Rental Bond Number and copies of letters/emails you send or receive in a safe place where you can easily find them later.
- Photos are a great way to record the condition of the property when you first move in. Take date-stamped photos of the property, especially areas that are damaged or unclean. Keep these photos in case the landlord objects to returning your bond at the end of your tenancy.
- Comply with the terms of your agreement and never stop paying your rent, even if you don't think the landlord is complying with their side of the agreement (e.g. by failing to do repairs). You could end up being evicted if you do.
- Never make any changes to the property, or let other people move in without asking the landlord or agent for permission first.
- Keep a written record of your dealings with the landlord or agent (for example by keeping copies of emails or a diary record of your conversations, including the times and dates, who you spoke to and what they agreed to do). It is helpful to have any agreements in writing, for example requests for repairs. This is a useful record and can also assist if there is a dispute.

- Consider taking out home contents insurance to cover your belongings in case of theft, fires and natural disasters. The landlord's building insurance, if they have it, will not cover your belongings.
- If the property has a pool or garden, be clear about what the landlord or agent expects you to do to maintain them.
- Be careful with what you sign relating to your tenancy and do not let anybody rush you. Never sign a blank form, such as a 'Claim for refund of bond' form.
- If you are happy in the property and your agreement is going to end, consider asking for the agreement to be renewed for another fixed-term. This will remove any worry about being unexpectedly asked to leave and can help to lock in the rent for the next period.

More information

Visit the [Fair Trading website](#) or call 13 32 20 for more information about your renting rights and responsibilities. The NSW Government funds a range of community-based Tenants Advice and Advocacy Services across NSW to provide advice, information and advocacy to tenants. Visit the Tenants' Union website at [tenants.org.au](#)

fairtrading.nsw.gov.au

13 32 20

Language assistance 13 14 50

(ask for an interpreter in your language)

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For information: fairtrading.nsw.gov.au/copyright

This publication must not be relied on as legal advice.

For more information about this topic, refer to the appropriate legislation.

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ANNEXURE ADDITIONAL CONDITIONS

1. **Condition Report** - The tenant acknowledges and confirms receiving the condition report sheet. The tenant is required to return a completed inspection report within seven (7) days after executing the residential tenancies agreement. If the tenant fails to return a completed, signed and dated inspection report within seven (7) days, then the agent's inspection report whether it is complete or incomplete will apply.
2. **Ventilation of the property** – If Properties are inadequately ventilated or heated, condensation and mildew will result. It is the tenant's responsibility to ensure the property is adequately ventilated throughout the tenancy. Windows should be opened regularly, particularly in the bedrooms and bathrooms. Also, ensure furniture is not flush against the walls to allow air circulation throughout.
3. **Utilities** - The tenant is responsible to pay for all charges of electricity and gas where separately metered. The tenant is also responsible for connecting and disconnecting gas, electricity, internet, pay television and telephone to the property.
4. **Water Usage** - Where the water is separately metered, the tenant agrees to pay for all water usage charges. This is to be paid to the office and **not** Sydney Water. As per the Residential Tenancy Act 2010 water usage must be paid within 21 days of receiving the water usage bill.
5. **Contents insurance** - The tenant is responsible to take out contents insurance. The landlord is not liable for any loss.
6. **Change of contact details** - The tenant agrees to supply their email address and home & work telephone numbers to the Landlords Agent and further agrees to notify the Landlords Agent of any changes to these details within 14 days of any such changes.
7. **Repairs** - The tenant must report **ALL** repairs (except if it is urgent) in writing only. Repair requests can be handed in to the office, faxed or e-mailed. The tenant also acknowledges that repairs are to be carried out during the tradesperson's work hours.
8. **Globes/Batteries** – Under the Residential Tenancy Act 2010 it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.
9. **Smoke alarms** - The tenant agrees not to cover or disassemble smoke alarms within the property. The tenant agrees to notify the Real Estate Agent immediately if the smoke alarm is not working or is broken.

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ANNEXURE ADDITIONAL CONDITIONS

10. **Floorboards** – The tenant is responsible for ensuring the polished floorboards, where applicable, are not scratched and will undertake to put suitable felt coverings on the legs of all furniture.
11. **Alterations to the property** - The tenant agrees not to make any alteration (which includes installing any fixtures or undertaking any renovations) to the property without the written permission of the agent/ landlord. Eg: painting the walls/windows/doors, hooks/screws on windows/walls/doors, changing locks, installing pay television etc.
12. **Garden maintenance** - The tenant agrees to maintain the garden, yard, courtyard including weeding the garden beds & pavers (where required)
13. **Drains** - The tenant is not permitted to dispose of any fat, grease, oil, sanitary napkins or any materials in drains/sinks that may cause a blockage. If the drains become blocked or damaged due to misuse, the tenant is liable for the cost to repair.
14. **Swimming Pools** – The tenant agrees they will not set up any form of swimming pool at the property including the inflatable styles or portable spas.
15. **Respect neighbours** - The tenant agrees not to be a nuisance or cause a disturbance to their neighbours.
16. **Garbage bins** - The tenant is responsible for taking their bins out for garbage collection (houses only)
17. **Locks & security** – The tenant agrees not to alter, remove, add or change any lock without reasonable justification and must supply a copy of the key within 7 days of the change to our office. We must also be notified in writing of the change. If any key is lost or misplaced, the tenant is responsible for any costs of replacement keys or locks.
18. **Rental payments** – Under the Residential Tenancy Act 2010 a tenant is provided two method options for rental payments. At least one method for the payment of rent must be made available to the tenant that does not incur a fee other than bank fees.
 - Option 1 – Direct debit
19. **Penalty for dishonored payments** - Under the Residential Tenancy Act 2010 where an owner incurs penalty costs because of non-rent payment made on time/dishonoring the tenant may be liable to reimburse the owner for the cost.

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ANNEXURE ADDITIONAL CONDITIONS

20. **Change in leaseholders** - The lessee agrees and acknowledges that the amount of people to reside in the property is according to the Residential Tenancy Agreement. The lessee agrees to notify the agent in writing of any change to the number of persons living at the premises and to changes of any of the lease holders which are all subject to the owner's approval. Any charges incurred by the owner relating to change of shared tenancies will be offset to the tenants.
21. **Notice to end tenancy** - The tenant must give written notice when ending the residential tenancies agreement. To vacate an end of fixed term tenancy a tenant is to provide at least **(14)** days notice prior to the expiry day of the agreement. To vacate where the lease has expired the tenant is to provide at least **(21)** days' notice if the agreement has expired.
22. **Lease break** – Should the tenant break their lease the following fees are due and payable:
 - Four weeks rent if less than 25 per cent of the agreement has expired.
 - Three weeks rent if 25 per cent or more but less than 50 per cent of the agreement has expired.
 - Two weeks rent if 50 per cent or more but less than 75 per cent of the agreement has expired.
 - One weeks rent if 75 percent or more of the agreement has expired.
23. **Access to prospective tenants prior to vacating** - The tenant must give reasonable access to allow us to carry out open for inspections to show prospective tenants through the property.
24. **Cleaning at end of tenancy** - the tenant is required to clean the premises at the end of the tenancy. Eg Walls, windows, garden, floors, kitchen, bathroom etc. *Note: the tenant is required to keep the premises clean, neat, tidy internally and externally at all times.*
25. **Smoking** - is not permitted inside the premises
26. **Short Stay/Holiday Letting** -The tenant understands that they are not permitted to advertise/license/sublet the property to any others for commercial gain under any circumstances. This includes but is not limited to use of websites such as Stays, Air BNB, Gumtree, etc.

*****By signing the Residential Tenancy Agreement, you agree and acknowledge the annexure****

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Special Conditions to the Lease between **Jeremy Kinross (as Landlord) and** **Gary Steven Benson (as Tenant)**

1. These Special Conditions are designed to amplify and with more specificity the obligations upon the Tenant and as also required by both the Lease and the RTA (Residential Tenancies Act) itself . Whilst the Tenant has pointed out some duplication (eg Pets) , there should be no inconsistencies which is the main thing to avoid . Whilst also there is some history or description given, this is given for contextual / historical reasons . They have been discussed in general terms with the Tenant , who has also suggested some changes incorporated herein.
2. The Tenant accepts the premises as is - and indeed has lived at the premises for the last 16 months or so . The Property Inspection Report (PIR) to be undertaken later this week will also update the 26 April 2021 report with any changes , including what furniture may be removed (that principally occupies the garage area of the premises – so that they may remain tidy & clean) or inside the House that belongs to the Landlord . There are some outstanding items (eg bathroom tiles , toilet window , doorbell , light fittings) which should be noted in the PIR requiring repair and which should be completed within 2 (two) months .The premises have also had a complete electrical inspection and everything is in order . This followed a surge in about April following the storms and the gate and kitchen (about which the Tenant expressed some complaint) are working effectively . Indeed , there's no other jobs or tasks at the premises needing repair - indeed the Tenant has stated " With the gate now fully operational and all problems resolved you currently have a very happy tenant. " The PIR (to be undertaken about 2 September 2022) will record if there's anything else required .
3. The Tenant must keep the electronic gate free from dirt and grime etc , including along the track to the brick walls at either end , as advised by My Automatic Gate P/L (the installer of the new gate on 25 May 2022) and which may impede its working and its motor .
4. The Tenant agrees to formally notify the Managing Agent should he be absent from the premises for more than 30 (thirty) days as occurred recently ; and also name the person(s) who may access the premises during any absence by the Tenant .
5. The Tenant will allow the Managing Agent and Mr Koe to access the premises as required under ss 55 ,58 & 60 RTA) . The Tenant acknowledges that the premises can be accessed & / or inspected by either of the above persons 4 times / year (quarterly basis) and the Tenant understands photos may be taken during the inspection if necessary to highlight any maintenance concerns or damage .

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6. *The tenant agrees to regularly treat the dogs for flea and tick prevention as well as heartworm prevention and will, upon request, provide evidence of an adequate treatment protocol in the use of Ivermectin, Milbermax and Proheart (or suitable substitutes) in this regard ; and will abide by the " Additional Conditions – Pets " (prepared , as ' standard ' by the Managing Agent) at the end of this agreement . The Tenant advises that he also has the premises cleaned on a weekly basis .*

7. If the Tenant reports a maintenance & / or repair problem and no fault is found, the Tenant agrees to pay any call out fee. If the maintenance & / or repair problem is deemed to be caused by the Tenant , the Tenant will be responsible for the account or maintenance .

8. The Tenant agrees to remove all his rubbish and unwanted goods upon vacation of the premises and any costs incurred as a result of his unwanted goods being left anywhere on the premises will be borne by the Tenant.

9. The Tenant agrees that , should he occupy the premises beyond the end of the Lease (eg any date for termination / vacation - as has occurred for some 14 weeks with the last Lease between the parties = \$1,400 rent loss by the Landlord) , he will pay Rent at the amount stipulated as if any Rent review had occurred for a new Lease beyond its end : and not at the Rent stipulated in the existing / current Lease .

10. As the Landlord and Managing Agent are desirous of trying to resolve any claim or compensation by the Tenant before any NCAT claim may be made , the Tenant will not take any action before NCAT unless at least 1 (one) month has expired from the repair and the Managing Agent's best endeavours offers no explanation for any further delay (as occurred recently with the floods & storms in Sydney) by the backlog or unavailability of any tradesmen . Any ' abatement ' claim for rent (as stated in cl 8 of the Lease ' statutory ' conditions) can only relate to matters ' fit for habitation ' of the premises and not of convenience or comfort ; nor can the same be deducted from either the Rent or Bond .

*****By signing the Residential Tenancy Agreement, you agree and acknowledge the annexure****

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The logo for 'belle' is displayed in a white, lowercase, sans-serif font against a dark green rectangular background.

ADDITIONAL CONDITIONS - PETS

The landlord agrees that the tenants can keep 3 x Dogs at the premises. The landlord brings to the attention of the tenant upon their vacate, they must engage the services of a professional pest controller to flea and pest treat the property, professional carpet cleaner & cleaning of property.

1. The tenants agree to provide the landlord or landlord's agent with the original invoices or receipts as confirmation that the abovementioned work has been carried out.
2. Any damage to the property including chewing and scratching of floors and furniture caused by the 3 x Dogs are to be immediately repaired or replaced by professionally qualified and licensed tradespeople and the cost is to be borne by the tenant. All such repairs must be completed to as new condition.
3. The tenants agree to take full responsibility for any injury caused by the 3 x Dog
4. The tenants agree to keep the premises clean and odor free while the 3 x Dog are kept.
5. The tenants agree to prevent the 3 x Dog from causing nuisance or disturbing the neighbours in any way.
6. The tenants acknowledge and accept that if any of the above stated condition are breached, at any time, the landlord/landlord's agent have the right to revoke this permission.

***** By signing the Residential Tenancy Agreement, you agree and acknowledge the pet conditions*****

3A

belle
PROPERTY

ARREARS POLICY

All rent is to be paid via Direct Debit. This allows the convenience of being able to pay your rent without worry and paying your rent on time and in accordance with your lease obligations.

Under the Residential Tenancies Act you are required to pay your rent by the date noted on the Schedule in your lease and on time. Should you have any difficulties in paying the rent please notify us as soon as possible so that we can be of assistance to you in resolving the problem.

However, we have a strict policy on the payment and collection of rent and you will receive a number and variety of reminders which you should not ignore.

ALL reminder notices and frequencies are listed below and are noted on your tenant history/ ledger.

| Category | Time Elapsed | Reminder Notice |
|--------------------|-------------------------|--|
| Category 1 | 1 to 3 days in arrears | SMS, Email, Phone Call |
| Category 2 | 4 to 7 days in arrears | SMS, Email, Phone Call, Letter |
| Category 3 | 8 to 14 days in arrears | Formal letter and commencement of eviction proceedings |
| Category 4 arrears | 15 days in arrears | Termination notice to vacate rented premises will be issued along with an application to tribunal seeking payment of rental arrears and potential eviction. |

*****By signing the Residential Tenancy Agreement, you agree and acknowledge the arrears policy****

35

Blank.


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BELLE PROPERTY NEWTOWN
186 Enmore Road
Newtown NSW 2042

Property Manager: Marie Luketic

OUTGOING CONDITION REPORT
Residential Tenancy Regulation
New South Wales - 2010

**Address of premises**
2 Short Street, Leichhardt NSW 2040

**Tenant's name(s)**
Gary Steven Benson

Lease Expiry Date:
01/09/23

Inspection Date:
13/05/24

CONDITION/
ACTION CODES

Y

YES

N

NO

SAMPLE CONDITION REPORT

| Bedroom 2 | | | | |
|----------------------|---|---|---|---|
| Walls | Y | Y | Y | Y |
| Blinds / Curtains | N | Y | N | Y |
| Door / Doorway frame | Y | N | Y | Y |
| Tv Aerial port | Y | Y | Y | N |
| Floors Coverings | N | Y | Y | Y |

HOW TO COMPLETE THIS REPORT

- Three copies, or one electronic copy, of this condition report should be completed and signed by the landlord or the landlord's agent.
- Two copies, or one electronic copy, of the report, which have been completed and signed by the landlord or the landlord's agent, must be given to the tenant before or when the tenant signs the agreement. The landlord or landlord's agent keeps the third copy or an electronic copy.
- Before the tenancy begins, the landlord or the landlord's agent must inspect the residential premises and record the condition of the premises by indicating whether the particular room item is clean, undamaged and working by placing "Y" (YES) or "N" (NO) in the appropriate column (see example below). Where necessary, comments should be included in the report. The landlord or the landlord's agent must also indicate "yes" or "no" in relation to the matters set out under the headings "Health issues" and "Communications facilities".
- If the tenant has agreed to pay for water usage charges under the residential tenancy agreement, the landlord or landlord's agent must also indicate whether the residential premises have the required water efficiency measures.
- As soon as possible after the tenant signs the agreement, the tenant must inspect the residential premises and complete the tenant section of the condition report. The tenant indicates agreement or disagreement with the condition indicated by the landlord or landlord's agent by placing "Y" (YES) or "N" (NO) in the appropriate column and by making any appropriate comments on the form. The tenant may also comment on the matters under the headings "Health issues", "Communications facilities" and "Water efficiency devices".
- The tenant must return one copy of the completed condition report to the landlord or landlord's agent within 7 days after receiving it and is to keep the second copy.
- At, or as soon as practicable after, the termination of the tenancy agreement, both the landlord and tenant should complete the copy of the condition report that they retained, indicating the condition of the premises at the end of the tenancy. This should be done in the presence of the other party, unless the other party has been given a reasonable opportunity to be present and has not attended the inspection.

IMPORTANT INFORMATION

- It is a requirement that a condition report be completed by the landlord and the tenant (see above). This condition report is an important record of the condition of the residential premises when the tenancy begins and may be used as evidence of the state of repair or general condition of the premises at the commencement of the tenancy. It is important to complete the condition report accurately. It may be vital if there is a dispute, particularly about the return of the rental bond money and any damage to the premises.
- At the end of the tenancy the premises will be inspected and the condition of the premises at that time will be compared to that stated in the original condition report.
- A condition report should be filled out whether or not a rental bond is paid.
- If you do not have enough space on the report attach a separate sheet.
- Call Fair Trading on 13 32 00 or visit the website for information about the rights and responsibilities of landlords and tenants or before completing the condition report.

[Handwritten signature]

Inspector Signature

Date

Tenant

Printed by InspectionManager.com for the use of Belle Property Newtown

ID:883-41748-1934980-15402701

1/64

Agent Disclaimer.
This tenancy inspection report is a visual one carried out by Belle Property Newtown to assess the manner in which the tenant is maintaining your property. As your property manager, our role is to manage the tenancy. We are not qualified to assess the structural aspects of areas including but not limited to staircases, decking and balconies or to ensure that plumbing, electrical or gas mixtures of fittings, glass windows, doors and balustrades, smoke alarms, asbestos, swimming pool safety barriers (and associated fittings) comply and operate in accordance with applicable building/council codes and/or laws and regulations. The inspection does not include the moving of furniture, lifting of floor coverings, inspecting the interiors of roof spaces, under flooring, inside of cupboards, tenant's goods or other belongings. Belle Property Newtown recommends that all landlords have regular inspections carried out by suitable qualified, licenced and insured contractors and experts in the appropriate areas when necessary. Belle Property Newtown also recommends that all landlords hold adequate insurance, including landlords insurance.

Communication Facilities

The landlord must indicate whether the following communication facilities are available:

- A telephone line is connected to the residential premises ☒ Y
- A internet line is connected to the residential premises ☒ Y

Water Efficiency Devices

Only Applicable if tenant pays water usage charges for residential premises. The landlord must indicate whether the following water efficiency measures are in place in the residential premises.

- Are the residential premises separately metered? ☒ Y
- The landlord must indicate the following:
- (a) All showerheads have a maximum flow rate of 9 litres/min ☒ Y
- (b) on and from 23 March 2025, all toilets are dual flush toilets with a minimum 3 star rating in accordance with the WELS scheme ☐ -
- (c) All internal cold water taps and single mixer taps in kitchen or bathroom hand basins have a maximum flow rate of 9 litres/min ☒ Y
- (d) the premises have been checked and any leaking taps or toilets on the residential premises have been fixed ☒ Y

Date the premises were last checked to see if it is compliant with the water efficiency measures:

| | |
|---------------------------|---------------------|
| Water Meter Location | Water Meter Reading |
| Front entrance. Left side | 0012361 |

Health Issues

The landlord must indicate whether the following apply to the residential premises:

- Are there any signs of mould and dampness? ☒ Y
- Are there any pests or vermin? ☐ N
- Has any rubbish been left on the premises? ☐ N
- Are the premises listed on the Loose-Fill Asbestos Insulation Register? ☐ N
- Are child safety devices installed on windows? ☐ -

Work Completed

Approximate date when work was last done on residential premises

| | |
|---|--|
| Installation of water efficiency measures | |
| Painting of premises (internal) | |
| Painting of premises (external) | |
| Flooring laid/replaced/cleaned | |
| Installation, repair or maintenance of smoke alarms | |

Other Safety Issues

The landlord must indicate whether the following apply to the residential premises:

- Are there any visible signs of damaged appliances (if appliances are included as part of the tenancy)? ☐ N
- Are there any visible hazards relating to electricity (e.g. a loose or damaged electricity outlet socket, loose wiring or sparking power points)? ☐ N
- Are there any visible hazards relating to gas (e.g. a loose or damaged gas outlet socket or an open-ended gas pipe or valve)? ☐ N
- Does the tenant agree with Other Safety Issues? ☐ -

If not, specify which items

| |
|--|
| |
|--|

Inspector Signature

Date

17/05/24

Tenant

Date

2 Short Street,Leichhardt NSW 2040

Smoke Alarm

Have smoke alarms been installed in accordance with the environmental Planning and Assessment Act 1979 (including any regulations made under that act)?

Y

Have all the smoke alarms installed on the residential premises been checked and found to be in working order?

Y

Date last checked

01-05-2024

Have the removable batteries in all the smoke alarms been replaced within the last 12 months, except for removable lithium batteries?

—

Date last changed

Have the batteries in all the smoke alarms that have a removable lithium battery been replaced in the period specified by the manufacturer of the smoke alarm?

—

Date batteries were last changed

Smoke alarm location and additional comments:

Smoke Alarms are fitted at following locations:

Staircase/hallways

Minimum Standards

Are the premises structurally sound?

Y

Note. Premises are structurally sound only if the --

a) floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings are
1) In a reasonable state of repair, and
2) Are not liable to collapse because they are rotted or otherwise defective, and
b) floors ceiling, walls and supporting structures are not subject to significant dampness, and
c) roof, ceilings and windows do not allow water penetration into the premises.

Does the premises have:

Adequate natural or artificial lighting in each room (excluding storage rooms or garages)

Y

Adequate ventilation

Y

Adequate electricity outlet sockets or gas outlet sockets for the supply of lighting and heating and for the use of appliances in the premises?

Y

Adequate plumbing and drainage?

Y

Utilities

Are the premises:

Supplied with electricity?

Y

Supplied with gas

Y

Connected to a water supply service or infrastructure that supplies water that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities?

Y

Does the premises contain bathroom facilities including toilet and washing facilities that allow privacy for the user?

Y

Does the tenant agree with Minimum Standards and Utilities?

—

If not, specify which items

Inspector Signature

Date

17/05/24

Tenant

Date

Additional Comments

Relating to Health Issues, Communication Facilities or Water Efficiency Devices (may be added landlord or tenant, or both)

Furniture List

If insufficient space please attach schedule

Refer to images.
Furniture present at outgoing as per list below.

Back yard:

- 1 outdoor table and chairs.
- 1 white shelf

Bedroom:

- 1 white wardrobe
- 1 mirror
- 1 white chair

Casual lounge:

- 1 tv
- 1 tv cabinet
- 1 fridge
- 2 white cupboards
- 1 console brown

Formal lounge:

- 2 lamp shades
- 2 white cupboards
- 1 rug
- 1 vase

Dining Room:

- 1 white chair
- 1 stand up fan

Inspector Signature

Date

Tenant

Date

Condition of premises at START of tenancy

Condition of premises at END of tenancy

Undamaged
Clean

Working
Keys

Undamaged
Clean

Working
Keys

Tenant
Agrees

Tenant Comments

Inspector Comments

Dining Room

Dining Room
PhotosRefer to image: [1](#)

Floor

No damage;

Refer to image: [1](#) [2](#) [3](#)

Y

Y

Y

N

Y

Timber floors showing scratch marks as per images.
Not vacuumed or mopped.Refer to image: [2](#) [3](#)

Walls

Marked and hooks as per photos;

Refer to image: [4](#) [5](#) [6](#)

Y

Y

Y

N

Y

Marked and hooks as per photos. Dirt and dust on all skirting boards

Refer to image: [4](#) [5](#) [6](#) [7](#)Powerpoints/
Fixtures

2x double powerpoints. Could not be tested;

Refer to image: [7](#)

Y

Y

Y

Y

Floor skirtings dusty and scratched as per images.

Refer to image: [8](#) [9](#)Windows/ Screens/
Window Safety
Devices

No damage;

Refer to image: [8](#)

Y

Y

Y

Y

Y

Y

All intact.

Refer to image: [10](#)

Blinds/ Curtains

No damage;

Refer to image: [9](#) [10](#)

Y

Y

Y

N

Y

Y

Dusty and dirty

Refer to image: [11](#) [12](#)

Lights/ Fixtures

6x track lights and ceiling fan;

Refer to image: [11](#) [12](#)

Y

Y

Y

Y

Y

Y

working well.

Refer to image: [13](#) [14](#) [15](#)

Ceiling

No damage;

Y

Y

Y

No damage

Refer to image: [16](#)

Kitchen

Kitchen Photos

Refer to image: [17](#)

Microwave

Refer to image: [13](#) [14](#) [15](#) [16](#) [17](#)

Y

Y

Y

Y

Y

Y

Missing microwave/hot on property

Inspector Signature

Date 17/05/24

Tenant

Date

| Condition of premises at START of tenancy | | | | Condition of premises at END of tenancy | | | |
|---|-----------|---------|------|--|---------------|-----------------|--|
| | Undamaged | Working | Keys | Inspector Comments | Tenant Agrees | Tenant Comments | Inspector Comments |
| Kitchen | | | | | | | |
| Refrigerator | Y | Y | Y | Refer to image: 18 19 20 21 22 23 24 25 | | | Fridge placed in front room. |
| Oven/stove | Y | Y | Y | Refer to image: 26 27 28 29 30 31 | | | Clean. Refer to image: 18 |
| Floor/ Tiles | Y | Y | Y | No damage; Refer to image: 32 33 34 35 | | | Not vacuumed or mopped. Refer to image: 19 20 |
| Walls/ Tiles | Y | Y | Y | Marks shown in photos ; Refer to image: 36 37 38 39 40 | | | no signs of damage Refer to image: 21 22 23 |
| Door/ Doorframe | Y | Y | Y | Exterior wear and tear. Rip in fly screen ; Refer to image: 41 42 | | | External side wear and tear. Rip in fly screen Refer to image: 24 |
| Powerpoints/ Fixtures | Y | Y | Y | 3x double powerpoints. 1x single powerpoint. Could not be tested. ; | | | Markings of power points as per images. Refer to image: 25 26 27 |
| Cupboards | Y | Y | Y | No damage; Refer to image: 43 44 45 46 47 48 49 50 51 52 | | | No damage Refer to image: 28 29 |
| Benchtops/ Tiling | Y | Y | Y | No damage; Refer to image: 53 54 55 | | | No damage Refer to image: 30 31 32 |
| Sink/ Taps | Y | Y | Y | No damage. Could not be tested ; Refer to image: 56 57 58 | | | No damage. Refer to image: 33 |
| Windows/ Screens/ Window Safety Devices | Y | Y | Y | No damage; Refer to image: 59 | | | No damage Refer to image: 34 |

Inspector Signature

Date

17/05/24

Tenant

Date

Condition of premises at START of tenancy

Condition of premises at END of tenancy

Undamaged
Clean

Working

Keys

Undamaged
Clean

Working

Keys

Tenant
Agrees

Tenant Comments

Inspector Comments

Kitchen

Lights/ Fixtures

Y Y Y

Track with 2 working lights;
Refer to image: 60

working well.
Refer to image: 35

Ceiling

Y Y

Staining present in photos;
Refer to image: 61 62

No damage.
Refer to image: 36

Formal Lounge

Formal Lounge
Photos

Floor

Y Y

No damage;
Refer to image: 63 64 65 66 67 68

Refer to image: 37 38 39

Not vacuumed or mopped.
Refer to image: 40 41 42

Walls

Y Y

Scuff shown in photos ;
Refer to image: 69 70 71 72 73 74

Marked as per images.
Refer to image: 43 44 45 46 47 48 49 50 51 52 53 54

Door/ Doorframe

Y Y Y

No damage;
Refer to image: 75 76

Door frames extensively scratched as per images.
** scratches from tenants dog.
Refer to image: 55 56

Windows/ Screens/
Window Safety
Devices

Y Y Y

No damage;
Refer to image: 77 78

window frame extensively scratched as per images.
** scratches from tenants dog.
Refer to image: 57 58

Blinds/ Curtains

Y Y Y

No damage;
Refer to image: 79 80

Dusty and dirty
Refer to image: 59

Inspector Signature

Date

17/05/24

Tenant

Date

| Condition of premises at START of tenancy | | | | Condition of premises at END of tenancy | | | | | |
|---|---------|-----------|---|---|-----------------|-------|---------|--------------------|---|
| | Keys | | Inspector Comments | Tenant Agrees | Tenant Comments | Keys | | Inspector Comments | |
| | Working | Undamaged | | | | Clean | Working | | Undamaged |
| Formal Lounge | | | | | | | | | |
| Lights/ Fixtures | Y | Y | 1x oyster fitting, no cover. 6x track lights 1 not working, ceiling fan; Refer to image: 81 82 | | | | Y | Y | Lights working well. Refer to image: 60 |
| Ceiling | Y | Y | No damage; Refer to image: 83 | | | | Y | Y | No damage Refer to image: 61 62 |
| Casual Lounge | | | | | | | | | |
| Casual Lounge Photos | | | | | | | | | |
| Walls | Y | Y | Refer to image: 84 85 86 87 88 89 90 91 | | | | Y | N | Rising damp displayed as per images. Refer to image: 63 64 65 66 67 74 75 76 |
| Floor | Y | Y | Refer to image: 92 93 94 95 96 | | | | N | N | - Not vacuumed or mopped. - Refer to photo #70 above - large circled stain / damage on floorboards needs to be sanded, re-stained and varnished (repair) Refer to image: 77 78 79 80 81 |
| Door/ Doorframe | Y | Y | No damage; Refer to image: 97 98 | | | | Y | Y | No damage Refer to image: 82 83 |
| Powerpoints/ Fixtures | Y | Y | 5x double powerpoints. Could not be tested; Refer to image: 99 100 101 | | | | Y | N | Internet box detached from wall Refer to image: 84 85 86 87 88 89 90 |
| Windows/ Screens/ Window Safety Devices | Y | Y | No damage; Refer to image: 102 103 104 | | | | Y | Y | No damage Refer to image: 91 92 93 |

Inspector Signature

Date

17/05/24

Tenant

Date

| Condition of premises at START of tenancy | | | | | Condition of premises at END of tenancy | | | | | |
|---|--------------------|---------|------|---|---|-----------------|--------------------|---------|------|---|
| | Undamaged Clean | Working | Keys | Inspector Comments | Tenant Agrees | Tenant Comments | Undamaged Clean | Working | Keys | Inspector Comments |
| | | | | | | | | | | |
| Casual Lounge | | | | | | | | | | |
| Lights/ Fixtures | Y | Y | Y | 23 x track lights, 2 ceiling fans; Refer to image: 105 106 107 108 | | | Y | Y | Y | All lights working well. Refer to image: 94 95 |
| Ceiling | Y | Y | | No damage; | | | Y | Y | | No damage Refer to image: 96 97 |
| Staircase/hallways | | | | | | | | | | |
| Staircase/hallways Photos | | | | | | | | | | |
| Door | Y | Y | Y | Refer to image: 109 110 111 | | | Y | Y | Y | No Damage. Refer to image: 103 104 105 |
| Floor | Y | | | Refer to image: 112 113 114 115 116 117 118 119 120 121 | | | N | Y | | Not vacuumed or mopped. Refer to image: 106 107 |
| Walls | Y | Y | | 6 screws; Refer to image: 122 123 124 125 126 127 128 129 130 131 132 | | | Y | N | | paint bubbling and peeling Refer to image: 108 109 |
| Powerpoints/ Fixtures | Y | Y | | 2x double powerpoints. Could not be tested; Refer to image: 133 134 135 | | | Y | Y | | Intact Refer to image: 110 111 |
| Windows/ Screens/ Window Safety Devices | Y | Y | Y | 1x cracked tiled glass; Refer to image: 136 137 | | | Y | Y | Y | Front door intact. Refer to image: 112 |
| Lights/ Fixtures | Y | Y | Y | Single track light not working; Refer to image: 138 139 140 141 | | | Y | Y | Y | All working well. Refer to image: 113 114 |
| Inspector Signature | | | | | | | | | | |
| Date | | | | | | | | | | |
| Tenant | | | | | | | | | | |
| Date | | | | | | | | | | |
| 9/6/21 | | | | | | | | | | |

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Inspector Signature

Date

17/05/24

Tenant

Date

| Condition of premises at START of tenancy | | | | Condition of premises at END of tenancy | | | | |
|---|---------|-----------|--|---|-----------------|---------|-----------|--|
| | Keys | | Inspector Comments | Tenant Agrees | Tenant Comments | Keys | | Inspector Comments |
| | Working | Undamaged | | | | Working | Undamaged | |
| Staircase/hallways | | | | | | | | |
| Ceiling | Y | Y | | | | Y | Y | No damage. Refer to image: 115 |
| Toilet | | | | | | | | |
| Toilet Photos | | | | | | | | |
| Floor/ Tiles | Y | Y | No damage; Refer to image: 142 | | | N | Y | Not vacuumed or mopped. Refer to image: 116 117 |
| Walls/ Tiles | Y | Y | Wear and tear present - cracks, markings, scuffs; Refer to image: 143 144 145 146 147 | | | Y | N | Wear and tear present - cracks, markings, scuffs. Refer to image: 118 119 120 |
| Door/ Doorframe | Y | Y | No damage; Refer to image: 148 149 | | | Y | Y | No damage Refer to image: 121 |
| Toilet/ Cistern/ Seat | Y | Y | Mark shown in photos; Refer to image: 150 151 152 | | | Y | Y | Working well. Refer to image: 122 |
| Wash Basin | Y | Y | Wear and tear shown in photos; Refer to image: 153 | | | Y | Y | Wear and tear shown in photos Refer to image: 123 |
| Toilet Roll Holder | Y | Y | Refer to image: 154 | | | Y | Y | No damage. Refer to image: 124 |
| Exhaust Fan/ Vent | Y | Y | Working at time of inspection ; Refer to image: 155 | | | Y | Y | Working at time of inspection Refer to image: 125 |
| Bathroom | | | | | | | | |

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Tenant

Date

| Condition of premises at START of tenancy | | | | | Condition of premises at END of tenancy | | | | |
|---|-----------|---------|---|---------------|---|-------|---------|--|--|
| | Keys | | Inspector Comments | Tenant Agrees | Tenant Comments | Keys | | Inspector Comments | |
| | Undamaged | Working | | | | Clean | Working | | |
| Bathroom | | | | | | | | | |
| Bathroom Photos | | | | | | | | | |
| Floor/ Tiles | Y | Y | No damage; Refer to image: 156 157 | | | N | Y | Not vacuumed or mopped. Refer to image: 126 127 Refer to image: 128 | |
| Walls/ Tiles | Y | Y | Shown in photos - cracks, hips, discolouration, marks and peeling. ; Refer to image: 158 159 160 161 162 163 164 165 | | | N | N | Ceiling has excessive mould, never cleaned or maintained. Broken and cracked wall tiles. Paint cracking and peeling as per images. Refer to image: 129 130 131 | |
| Door/ Doorframe | Y | Y | 1x hook on door ; Refer to image: 166 167 | | | Y | Y | No damage. Refer to image: 132 | |
| Powerpoints/ Fixtures | Y | Y | 1x single powerpoint. Could not be tested; | | | Y | Y | No damage. | |
| Mirror/ Cabinet | Y | Y | Rusting evident ; Refer to image: 168 | | | Y | Y | General wear and tear displayed. Refer to image: 133 134 | |
| Taps/ Basin | Y | Y | Wear and tear shown in photos; Refer to image: 169 170 171 | | | Y | Y | General wear and tear displayed. Refer to image: 135 136 | |
| Cupboard/ Drawers | Y | Y | No damage; Refer to image: 172 | | | Y | Y | General wear and tear displayed. Refer to image: 137 | |
| Bath | Y | Y | Wear and tear present ; Refer to image: 173 174 175 | | | N | Y | Dirty and not clean. Soap residue in soap holder. General wear and tear fading displayed. Refer to image: 138 139 140 | |

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| Condition of premises at START of tenancy | | | | Condition of premises at END of tenancy | | | |
|---|---------|-----------|--|---|---------|-----------|---|
| Inspector Comments | Keys | | Tenant Agrees | Tenant Comments | Keys | | Inspector Comments |
| | Working | Undamaged | | | Working | Undamaged | |
| Bathroom | | | | | | | |
| Shower/ Screen/ Taps | Y | Y | No damage; Refer to image: 176 177 | | N | Y | General wear and tear displayed. Refer to image: 141 |
| Towel Rails | Y | Y | Refer to image: 178 | | Y | Y | No damage |
| Windows/ Screens/ Window Safety Devices | Y | Y | No damage; Refer to image: 179 | | N | Y | No damage. Dirty frame Refer to image: 142 |
| Lights/ Fixtures | Y | Y | 1x light fitting; Refer to image: 180 | | Y | N | Lights working well. Ceiling has excessive mould, tenant never cleaned/aerated or maintained. Refer to image: 143 144 145 |
| Bedroom | | | | | | | |
| Bedroom Photos | | | | | | | |
| Floor | Y | Y | No damage; Refer to image: 181 182 183 184 185 | | N | Y | Not vacuumed or mopped. Refer to image: 146 147 148 149 150 151 152 |
| Walls | Y | Y | 3x hooks; Refer to image: 186 187 188 189 190 | | Y | N | Please refer to images in wall floor section. Bubbling paint displayed on wall backing onto the bathroom. |
| Door/ Doorframe | Y | Y | 3 x hooks; Refer to image: 191 192 | | Y | Y | No damage. Refer to image: 153 |
| Powerpoints/ Fixtures | Y | Y | 4x double powerpoints. Could not be tested; Refer to image: 193 | | Y | Y | No damage. |

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Date

Condition of premises at START of tenancy

Condition of premises at END of tenancy

| | Clean | | | Working | | | Keys | | | Inspector Comments |
|---|-----------|-------|---------|---|-------|---------|-----------|-------|---------|---|
| | Undamaged | Clean | Working | Undamaged | Clean | Working | Undamaged | Clean | Working | |
| Bedroom | | | | | | | | | | |
| Windows/ Screens/ Window Safety Devices | Y | Y | Y | No damage; | | | Y | Y | Y | No damage Refer to image: 154 155 |
| | | | | Refer to image: 194 195 196 197 198 | | | | | | |
| Blinds/ Curtains | Y | Y | Y | No damage; | | | N | Y | Y | Dusty and dirty Refer to image: 156 |
| | | | | Refer to image: 199 200 201 202 203 204 | | | | | | |
| Lights/ Fixtures | Y | Y | Y | All spotlights working, fan working; | | | Y | Y | Y | All lights working well. Refer to image: 157 158 |
| | | | | Refer to image: 205 206 | | | | | | |
| Ceiling | Y | Y | | | | | Y | Y | | No damage Refer to image: 159 160 |
| | | | | | | | | | | |
| Bedroom 2 | | | | | | | | | | |
| Bedroom 2 Photos | | | | | | | | | | |
| Floor | Y | Y | | No damage; | | | N | Y | | Refer to image: 161 162 Not vacuumed or mopped. Refer to image: 163 164 |
| | | | | Refer to image: 207 208 | | | | | | |
| Walls | Y | Y | | Peeling and marks present in photos; | | | Y | N | | Peeling and marks present in photos Refer to image: 165 166 167 168 |
| | | | | Refer to image: 209 210 211 212 | | | | | | |
| Door/ Doorframe | Y | Y | Y | 1 hook on door; | | | Y | Y | Y | No damage. 3 hooks. Refer to image: 169 |
| | | | | Refer to image: 213 214 | | | | | | |
| Powerpoints/ Fixtures | Y | Y | Y | Refer to image: 215 216 217 218 | | | Y | Y | Y | No damage. |
| | | | | 219 220 | | | | | | |
| Windows/ Screens/ Window Safety Devices | Y | Y | Y | No damage; | | | Y | Y | Y | No damage Refer to image: 170 171 172 173 174 |
| | | | | Refer to image: 221 | | | | | | |

Inspector Signature

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Tenant

Date

| Condition of premises at START of tenancy | | | | Condition of premises at END of tenancy | | | |
|---|-----------------|---|------------------|---|--------------------|-----------------|--|
| Undamaged Clean | Working Keys | Inspector Comments | Tenant Agrees | Tenant Comments | Undamaged Clean | Working Keys | Inspector Comments |
| Bedroom 2 | | | | | | | |
| Blinds/ Curtains | Y Y Y Y | 4x blinds. No damage ; Refer to image: 222 | | | N Y Y Y | Y | Dusty and dirty |
| Lights/ Fixtures | Y Y Y Y | 9x spotlights; Refer to image: 223 224 | | | Y Y Y Y | Y | All lights working well. Refer to image: 175 |
| Ceiling | Y Y | | | | Y Y | | AC not working in this bedroom |
| Exterior | | | | | | | |
| Exterior Photos | | | | | | | |
| Entrance | Y Y | Refer to image: 225 226 227 228 | | | N Y | | Weeds overgrown/hot maintained by tenant. Refer to image: 181 182 183 184 |
| Rear | Y Y | Refer to image: 229 230 231 232 233 234 235 236 237 238 239 | | | N Y | | Weeds and garden overgrown/unmaintained by tenant. Pergola blocked with weeds/leaves and dirt. Never cleaned and maintained by tenant Furniture as per images. Refer to image: 188 189 190 191 192 193 194 195 196 197 |

Inspector Signature

Date

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Tenant

Date



Dining Room

13/05/2024 4:26 PM

Image 1 :Dining Room_Photos



Dining Room

13/05/2024 4:23 PM

Image 2 :Floor



Dining Room

13/05/2024 4:23 PM

Image 3 :Floor



Dining Room

13/05/2024 4:23 PM

Image 4 :Walls

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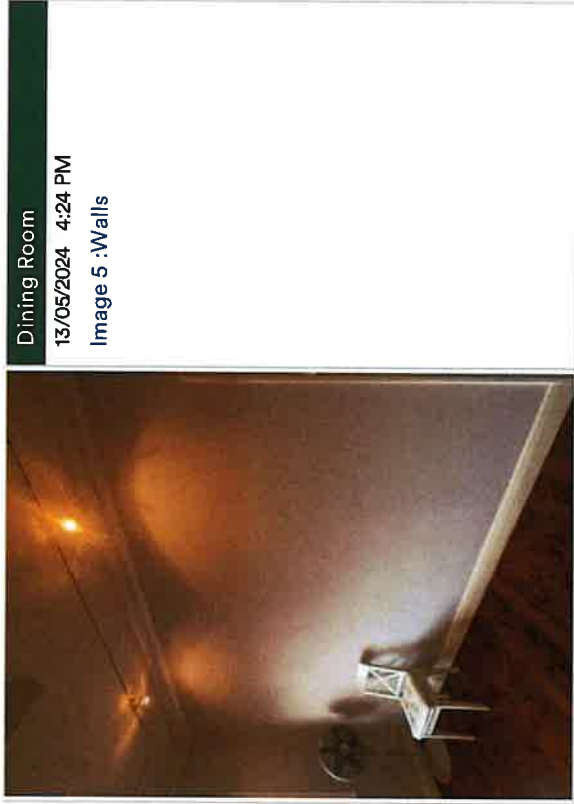
Inspector Signature

Date

17/05/24

Tenant

Date



Dining Room
13/05/2024 4:24 PM
Image 5 :Walls



Dining Room
13/05/2024 4:26 PM
Image 6 :Walls
1. Dirt and dust on all skirtings



Dining Room
13/05/2024 4:26 PM
Image 7 :Walls
1. Floors not cleaned



Dining Room
13/05/2024 4:24 PM
Image 8 :Powerpoints/ Fixtures

2 Short Street,Leichhardt NSW 2040



Dining Room
13/05/2024 4:24 PM
Image 9 :Powerpoints/ Fixtures
1. Dirt and dust on all skirtings



Dining Room
13/05/2024 4:24 PM
Image 10 :Windows/ Screens...



Dining Room
13/05/2024 4:25 PM
Image 11 :Blinds/ Curtains



Dining Room
13/05/2024 4:25 PM
Image 12 :Blinds/ Curtains
1. Dusty and dirty blinds

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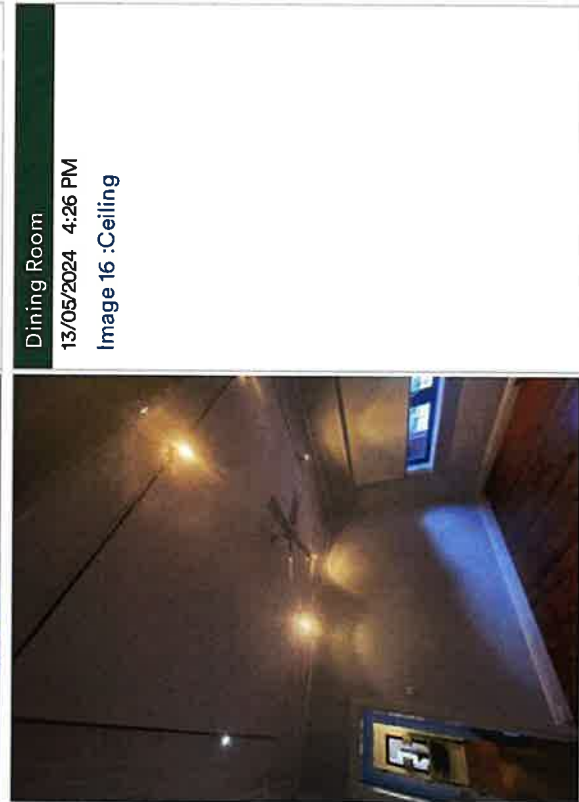
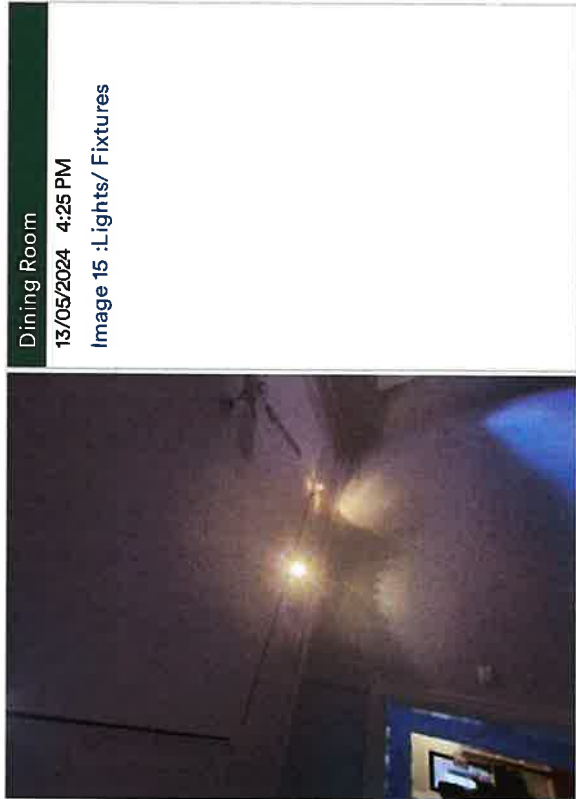
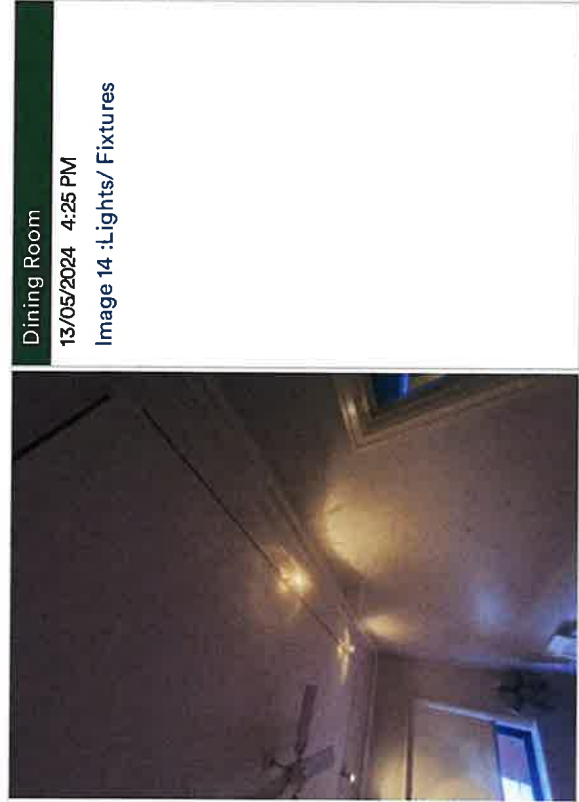
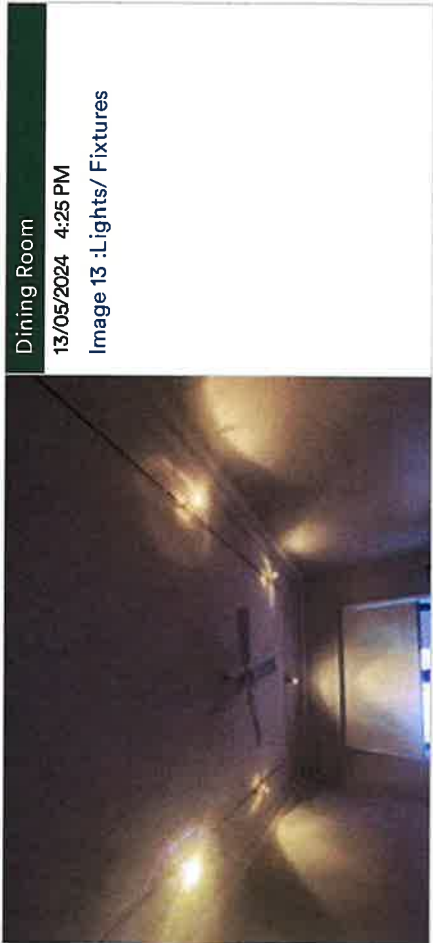
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Date

17/05/24

Tenant

Date



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Inspector Signature

Date

17/05/24

Tenant

Date



Kitchen

13/05/2024 4:26 PM

Image 17 :Kitchen_Photos



Kitchen

13/05/2024 4:20 PM

Image 18 :Oven/stove



Kitchen

13/05/2024 4:21 PM

Image 19 :Floor/ Tiles

1. floors not clean.



Kitchen

13/05/2024 4:21 PM

Image 20 :Floor/ Tiles

Inspector Signature

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17/05/24

Tenant

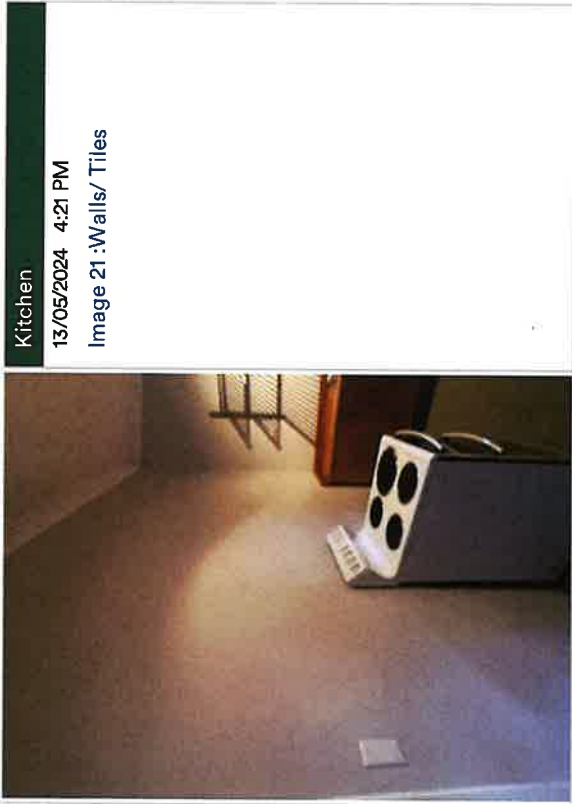
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Kitchen

13/05/2024 4:21 PM

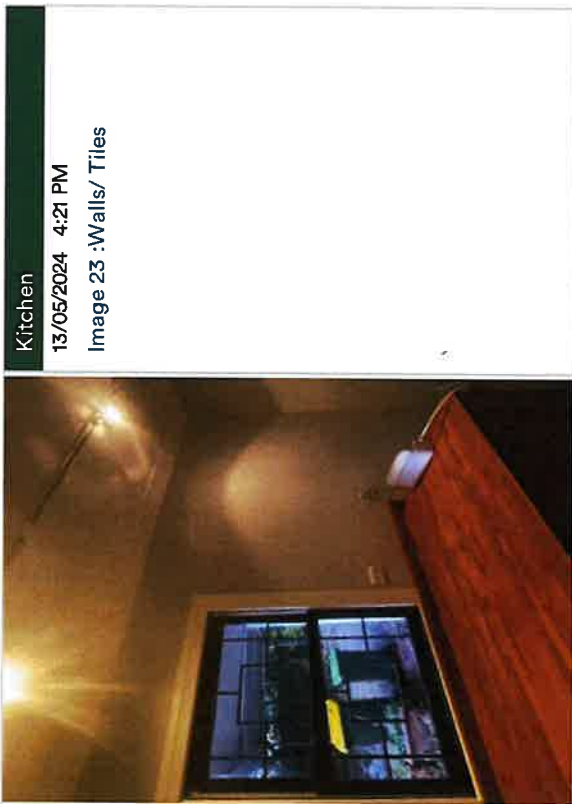
Image 21 :Walls/ Tiles



Kitchen

13/05/2024 4:21 PM

Image 22 :Walls/ Tiles



Kitchen

13/05/2024 4:21 PM

Image 23 :Walls/ Tiles



Kitchen

13/05/2024 4:21 PM

Image 24 :Door/ Doorframe

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Kitchen
13/05/2024 4:21 PM
Image 25 :Powerpoints/ Fixtures
1. marked



Kitchen
13/05/2024 4:21 PM
Image 26 :Powerpoints/ Fixtures
1. marked



Kitchen
13/05/2024 4:21 PM
Image 27 :Powerpoints/ Fixtures
1. marked



Kitchen
13/05/2024 4:22 PM
Image 28 :Cupboards

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Inspector Signature

Date

Tenant

Date



Kitchen
13/05/2024 4:22 PM
Image 29 :Cupboards



Kitchen
13/05/2024 4:22 PM
Image 30 :Benchtops/ Tiling



Kitchen
13/05/2024 4:22 PM
Image 31 :Benchtops/ Tiling



Kitchen
13/05/2024 4:22 PM
Image 32 :Benchtops/ Tiling

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Kitchen

13/05/2024 4:22 PM

Image 33 :Sink/ Taps



Kitchen

13/05/2024 4:22 PM

Image 34 :Windows/ Screens/ ...



Kitchen

13/05/2024 4:23 PM

Image 35 :Lights/ Fixtures



Kitchen

13/05/2024 4:23 PM

Image 36 :Ceiling

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Date

17/05/24

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Formal Lounge
13/05/2024 4:27 PM
Image 37 :Formal Lounge_Photos



Formal Lounge
13/05/2024 4:30 PM
Image 38 :Formal Lounge_Photos



Formal Lounge
13/05/2024 4:30 PM
Image 39 :Formal Lounge_Photos



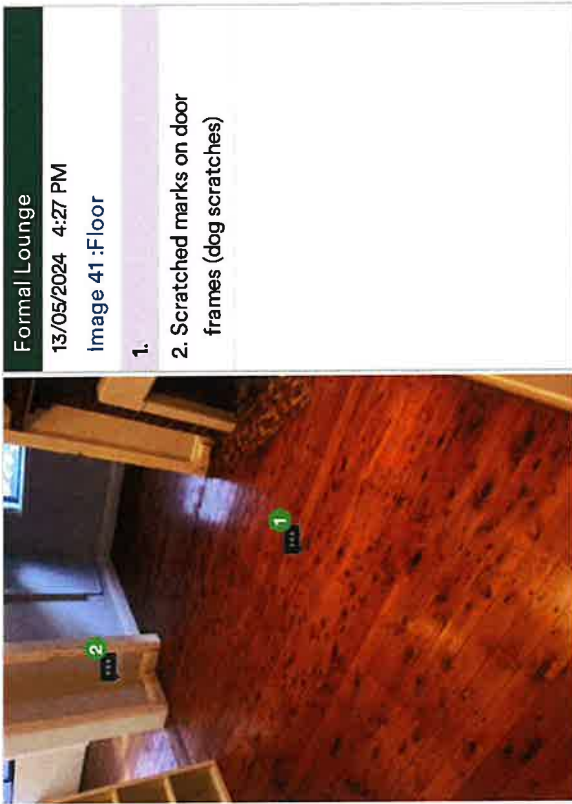
Formal Lounge
13/05/2024 4:27 PM
Image 40 :Floor

Inspector Signature

Date

Tenant

Date



[Signature]

Inspector Signature

Date

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Tenant

Date



Formal Lounge
13/05/2024 4:28 PM
Image 45 :Walls



Formal Lounge
13/05/2024 4:29 PM
Image 46 :Walls



Formal Lounge
13/05/2024 4:29 PM
Image 47 :Walls



Formal Lounge
13/05/2024 4:29 PM
Image 48 :Walls
1. Scratches from tenants dog

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Formal Lounge
13/05/2024 4:29 PM
Image 49 :Walls
1. Scratches from tenants dog



Formal Lounge
13/05/2024 4:30 PM
Image 50 :Walls
1. Scratches from tenants dog

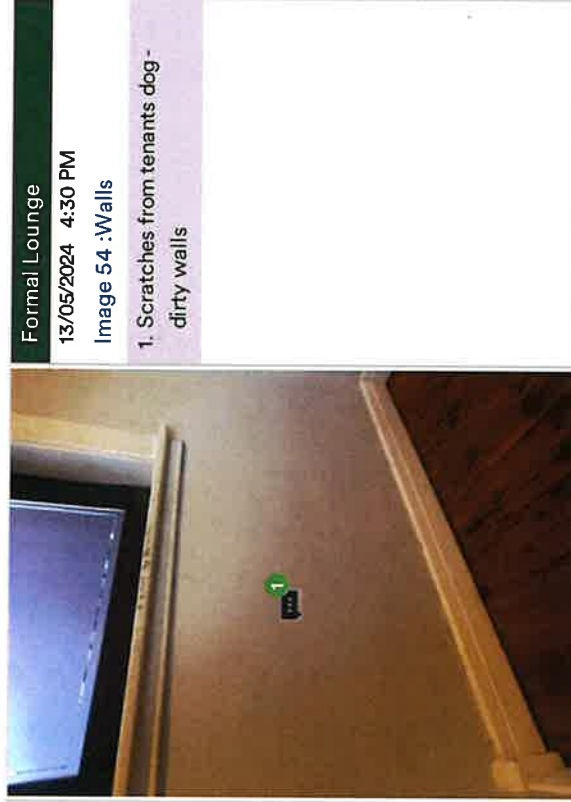


Formal Lounge
13/05/2024 4:30 PM
Image 51 :Walls
1. Scratches from tenants dog



Formal Lounge
13/05/2024 4:30 PM
Image 52 :Walls
1. Scratches from tenants dog

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Date



Formal Lounge
13/05/2024 4:28 PM
Image 57 :Windows/ Screens/ W...



Formal Lounge
13/05/2024 4:28 PM
Image 58 :Windows/ Screens/ W...



Formal Lounge
13/05/2024 4:29 PM
Image 59 :Blinds/ Curtains
1. Dirty blinds



Formal Lounge
13/05/2024 4:29 PM
Image 60 :Lights/ Fixtures

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Formal Lounge
13/05/2024 4:29 PM
Image 61 :Ceiling



Formal Lounge
13/05/2024 4:29 PM
Image 62 :Ceiling



Casual Lounge
13/05/2024 4:32 PM
Image 63 :Casual Lounge_Photo...



Casual Lounge
13/05/2024 4:32 PM
Image 64 :Casual Lounge_Photo...

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Casual Lounge
13/05/2024 4:32 PM
Image 65 :Casual Lounge_Phot...



Casual Lounge
13/05/2024 4:32 PM
Image 66 :Casual Lounge_Ph...



Casual Lounge
13/05/2024 4:32 PM
Image 67 :Casual Lounge_Photos



Casual Lounge
13/05/2024 4:31 PM
Image 68 :Walls

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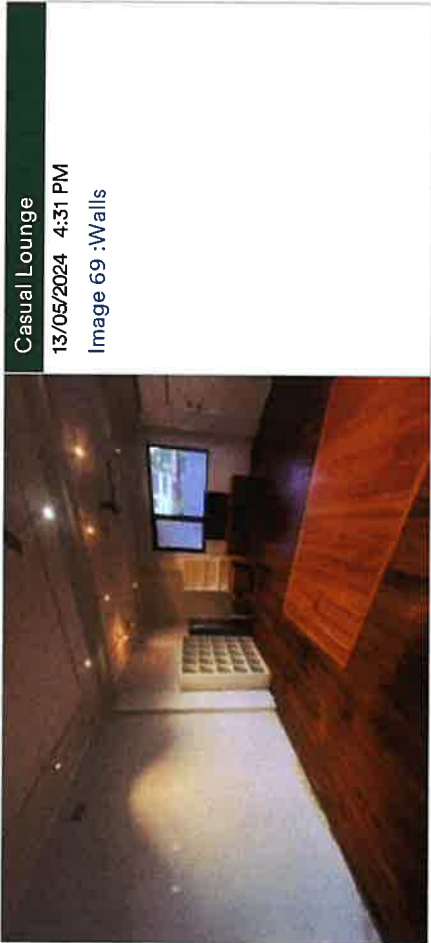
Date



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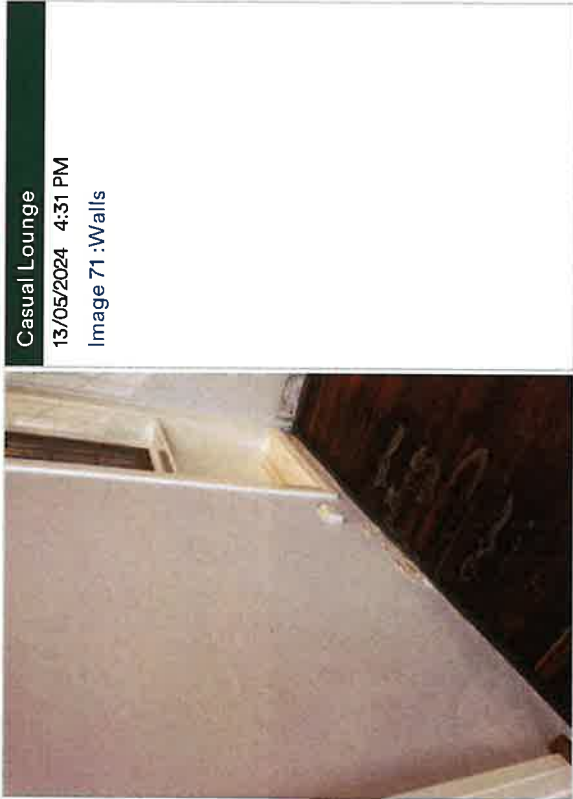
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Casual Lounge
13/05/2024 4:31 PM
Image 69 :Walls



Casual Lounge
13/05/2024 4:31 PM
Image 70 :Walls



Casual Lounge
13/05/2024 4:31 PM
Image 71 :Walls



Casual Lounge
13/05/2024 4:31 PM
Image 72 :Walls

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Casual Lounge
13/05/2024 4:31 PM
Image 73 :Walls



Casual Lounge
13/05/2024 4:31 PM
Image 74 :Walls



Casual Lounge
13/05/2024 4:31 PM
Image 75 :Walls



Casual Lounge
13/05/2024 4:32 PM
Image 76 :Walls

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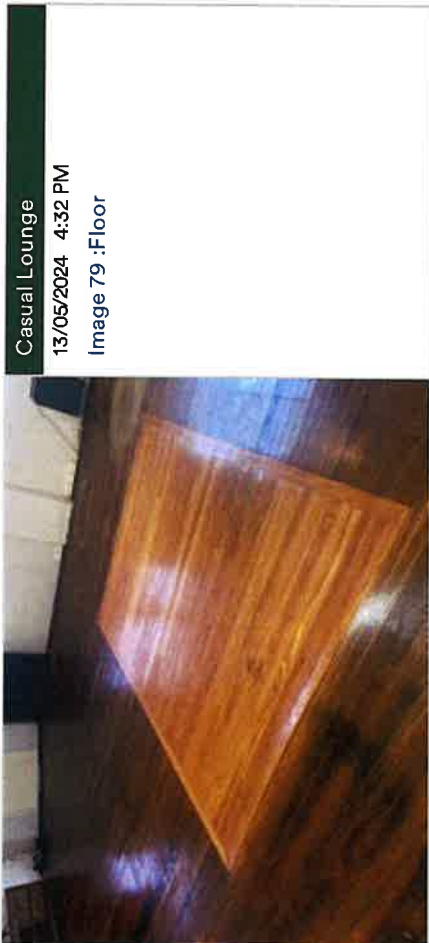
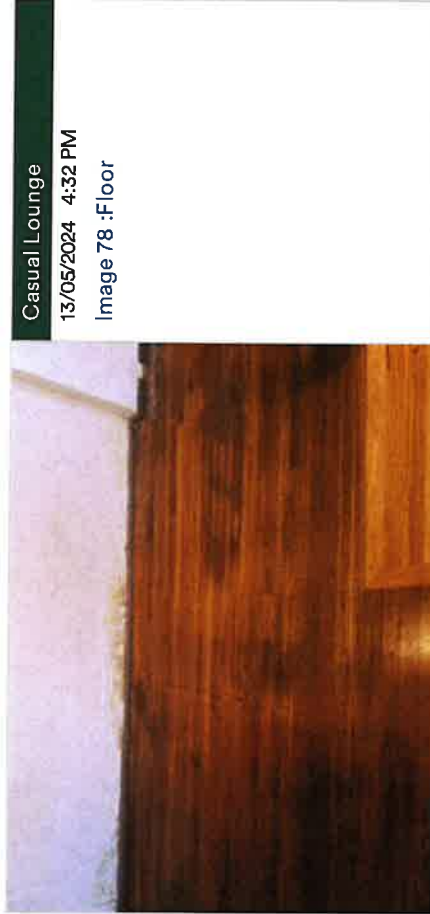
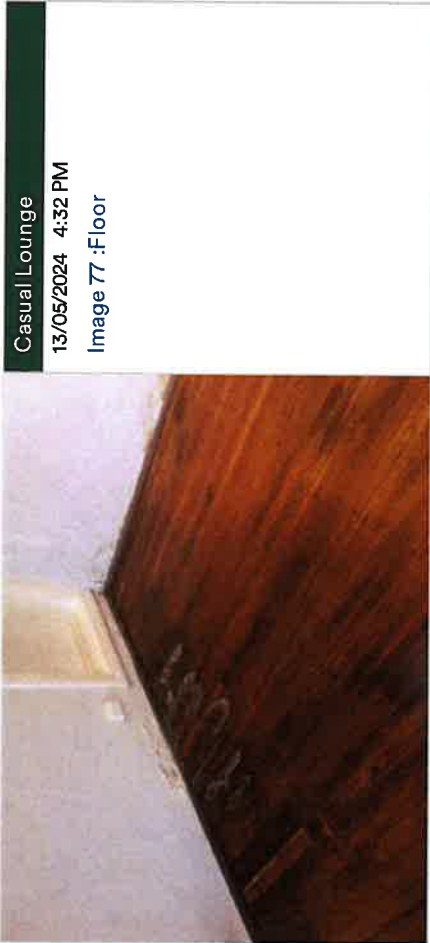
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Casual Lounge
13/05/2024 4:34 PM
Image 81 :Floor



Casual Lounge
13/05/2024 4:34 PM
Image 82 :Door/ Doorframe



Casual Lounge
13/05/2024 4:34 PM
Image 83 :Door/ Doorframe



Casual Lounge
13/05/2024 4:34 PM
Image 84 :Powerpoints/ Fixtures

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Inspector Signature

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Date



Casual Lounge
13/05/2024 4:34 PM
Image 85 :Powerpoints/ Fixtures




Casual Lounge
13/05/2024 4:34 PM
Image 86 :Powerpoints/ Fixtures



Casual Lounge
13/05/2024 4:35 PM
Image 87 :Powerpoints/ Fixtures

1. Damaged and detached internet box on wall



Casual Lounge
13/05/2024 4:35 PM
Image 88 :Powerpoints/ Fixtures

Inspector Signature

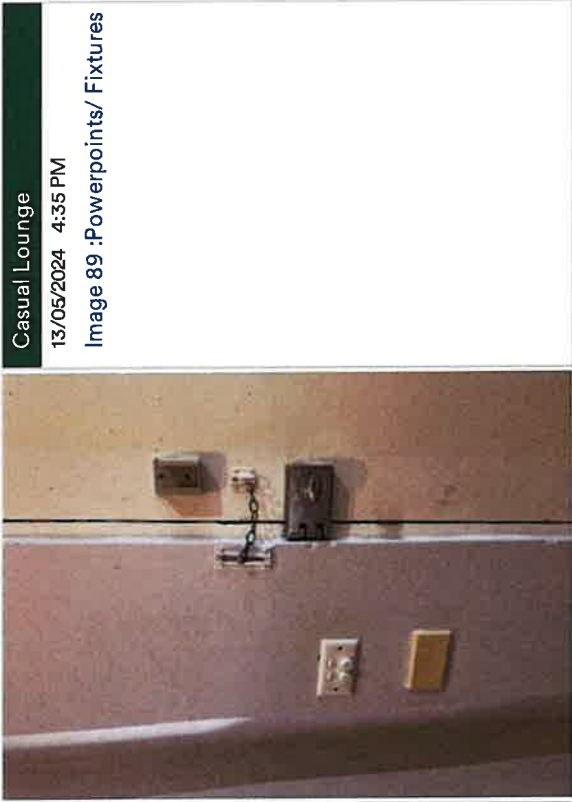
Date

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Date

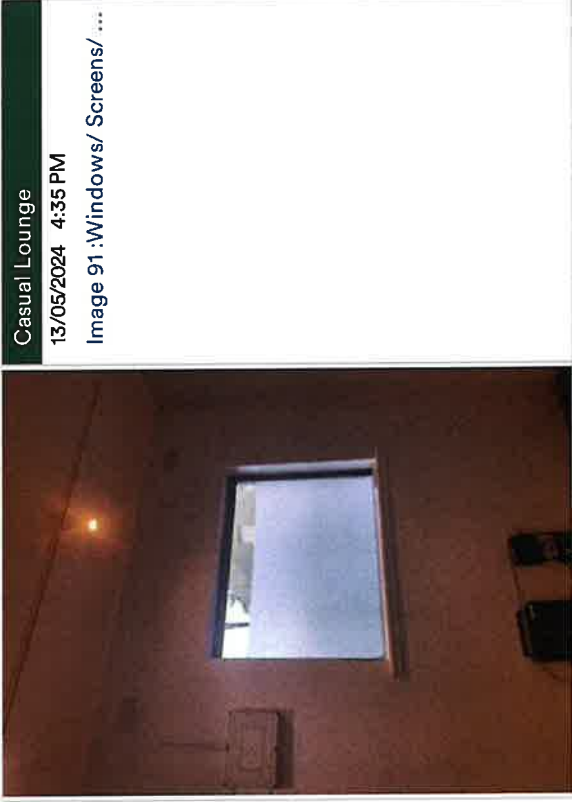




Casual Lounge
13/05/2024 4:35 PM
Image 89 :Powerpoints/ Fixtures



Casual Lounge
13/05/2024 4:35 PM
Image 90 :Powerpoints/ Fixtures



Casual Lounge
13/05/2024 4:35 PM
Image 91 :Windows/ Screens/ ...



Casual Lounge
13/05/2024 4:35 PM
Image 92 :Windows/ Screens/ ...

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Inspector Signature

Date

17/05/24

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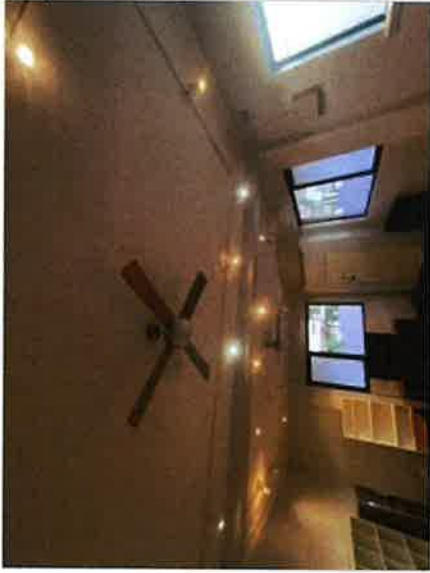
Date



Casual Lounge
13/05/2024 4:35 PM
Image 93 :Windows/ Screens/ ...



Casual Lounge
13/05/2024 4:35 PM
Image 94 :Lights/ Fixtures



Casual Lounge
13/05/2024 4:35 PM
Image 95 :Lights/ Fixtures



Casual Lounge
13/05/2024 4:35 PM
Image 96 :Ceiling

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Inspector Signature

Date

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Casual Lounge

13/05/2024 4:35 PM

Image 97 :Ceiling



Staircase/hallways

13/05/2024 4:50 PM

Image 98 :Staircase/hallways_P...



Staircase/hallways

13/05/2024 4:50 PM

Image 99 :Staircase/hallways_P...



Staircase/hallways

13/05/2024 4:50 PM

Image 100 :Staircase/hallways_...

Inspector Signature

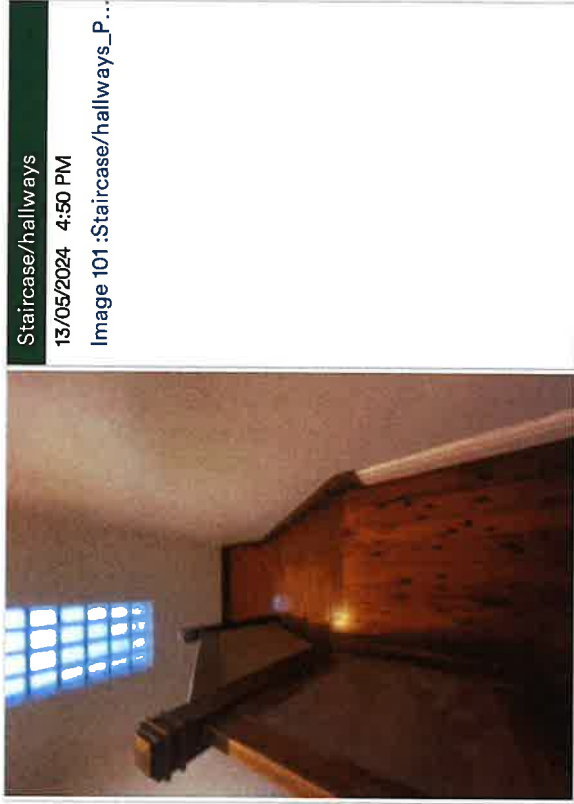
Date

17/05/24

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Date





Staircase/hallways
13/05/2024 4:50 PM
Image 101 :Staircase/hallways_P...



Staircase/hallways
13/05/2024 4:50 PM
Image 102 :Staircase/hallways_P...



Staircase/hallways
13/05/2024 4:36 PM
Image 103 :Door



Staircase/hallways
13/05/2024 4:36 PM
Image 104 :Door



Staircase/hallways
13/05/2024 4:36 PM
Image 105 :Door



Staircase/hallways
13/05/2024 4:36 PM
Image 106 :Floor



Staircase/hallways
13/05/2024 4:37 PM
Image 107 :Floor



Staircase/hallways
13/05/2024 4:37 PM
Image 108 :Walls
1. Peeling Paint

Inspector Signature

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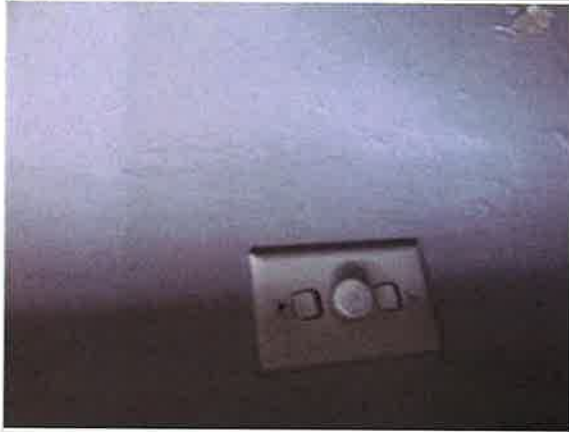
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Staircase/hallways

13/05/2024 4:37 PM

Image 109 :Walls



Staircase/hallways

13/05/2024 4:37 PM

Image 110 :Powerpoints/ Fixtures



Staircase/hallways

13/05/2024 4:37 PM

Image 111 :Powerpoints/ Fixtures



Staircase/hallways

13/05/2024 4:37 PM

Image 112 :Windows/ Screens/ ...

Inspector Signature

Date

Tenant

Date



Staircase/hallways
13/05/2024 4:38 PM
Image 113 :Lights/ Fixtures



Staircase/hallways
13/05/2024 4:38 PM
Image 114 :Lights/ Fixtures



Staircase/hallways
13/05/2024 4:38 PM
Image 115 :Ceiling



Toilet
13/05/2024 4:44 PM
Image 116 :Floor/ Tiles

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Inspector Signature

Date

17/05/24

Tenant

Date



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ID:883-41748-1934980-15402701

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Toilet

13/05/2024 4:44 PM

Image 117 :Floor/ Tiles



Toilet

13/05/2024 4:44 PM

Image 118 :Walls/ Tiles



Toilet

13/05/2024 4:44 PM

Image 119 :Walls/ Tiles



Toilet

13/05/2024 4:44 PM

Image 120 :Walls/ Tiles

[Handwritten signature]

Inspector Signature

Date

Tenant

Date



Toilet

13/05/2024 4:44 PM

Image 121 :Door/ Doorframe



Toilet

13/05/2024 4:44 PM

Image 122 :Toilet/ Cistern/ Seat



Toilet

13/05/2024 4:44 PM

Image 123 :Wash Basin



Toilet

13/05/2024 4:44 PM

Image 124 :Toilet Roll Holder

[Handwritten signature]

Inspector Signature


Date

17/05/24

Tenant

Date






Toilet

13/05/2024 4:45 PM

Image 125 :Exhaust Fan/ Vent



Bathroom

13/05/2024 4:45 PM


Image 126 :Bathroom_Photos



Bathroom

13/05/2024 4:45 PM

Image 127 :Bathroom_Photos



Bathroom

13/05/2024 4:45 PM

Image 128 :Floor/ Tiles

[Handwritten Signature]


Inspector Signature

Date

17/05/24

Tenant


Date

A photograph showing a close-up of light-colored square wall tiles in a bathroom. A black rectangular object, possibly a light fixture or vent, is visible in the upper left corner.

Bathroom

13/05/2024 4:45 PM

Image 129 :Walls/ Tiles


A photograph of a bathroom shower area. It features light-colored square wall tiles, a chrome shower head on a black pipe, and a chrome faucet. A green circular sticker with the number '1' is on the wall.

Bathroom

13/05/2024 4:45 PM

Image 130 :Walls/ Tiles


1. Tile damage

A photograph showing a close-up of light-colored square wall tiles in a bathroom. A black rectangular object, possibly a light fixture or vent, is visible in the upper left corner.

Bathroom

13/05/2024 4:45 PM

Image 131 :Walls/ Tiles

A photograph of a bathroom door frame. The door is white with a silver handle. The wall above the door is covered in light-colored square tiles.

Bathroom

13/05/2024 4:45 PM

Image 132 :Door/ Doorframe

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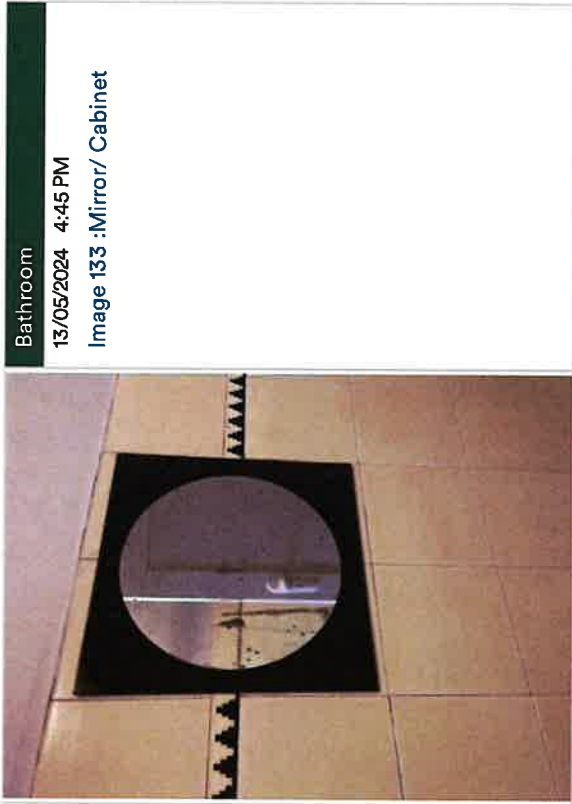
Inspector Signature

Date

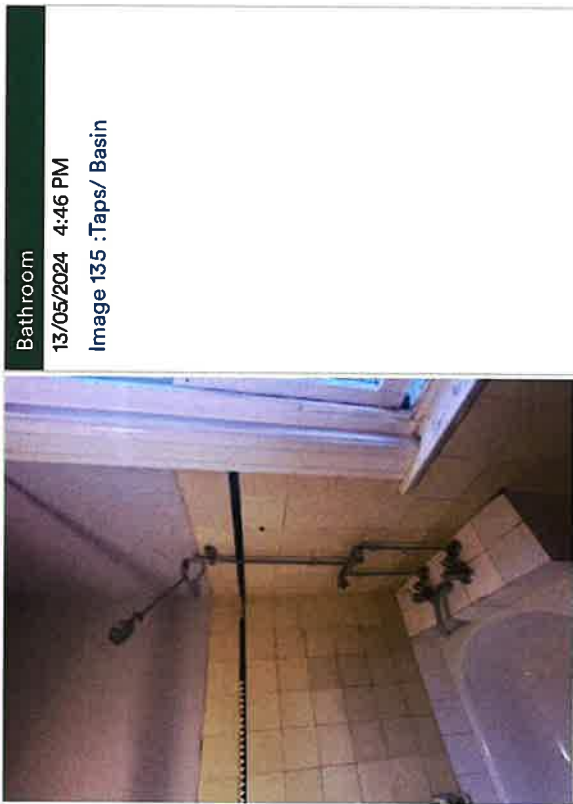
17/05/24

Tenant

Date



Bathroom
13/05/2024 4:45 PM
Image 133 :Mirror/ Cabinet



Bathroom
13/05/2024 4:46 PM
Image 135 :Taps/ Basin



Bathroom
13/05/2024 4:45 PM
Image 134 :Mirror/ Cabinet



Bathroom
13/05/2024 4:46 PM
Image 136 :Taps/ Basin

[Handwritten Signature]

Inspector Signature


Date

17/05/24

Tenant

Date






A photograph of a built-in bathroom shelf unit. The shelves are empty and appear to be made of a light-colored material. A small green marker with the number '1' is placed on the top shelf.

Bathroom

13/05/2024 4:46 PM

Image 137 :Cupboard/ Drawers

1. Shelves not clean



A photograph of a white bathtub in a bathroom. The tub is surrounded by tiled walls and a tiled floor. A small green marker with the number '1' is placed on the edge of the tub.

Bathroom

13/05/2024 4:46 PM

Image 138 :Bath

1. Not cleaned - soap scum and residue in bath




A photograph of a bathroom floor. The floor is covered in light-colored tiles. A small green marker with the number '1' is placed on the floor.

Bathroom

13/05/2024 4:46 PM

Image 139 :Bath

1. Soap and residue left - bathroom uncleaned



A photograph of a bathroom shower area. The walls are covered in light-colored tiles. A shower head and a faucet are visible. A small green marker with the number '1' is placed on the wall.

Bathroom

13/05/2024 4:46 PM

Image 140 :Bath

[Handwritten signature]

Inspector Signature


Date

17/05/24

Tenant

Date





Bathroom

13/05/2024 4:46 PM

Image 141 :Shower/ Screen/ Taps



Bathroom

13/05/2024 4:46 PM

Image 142 :Windows/ Screens/ ...



Bathroom

13/05/2024 4:46 PM

Image 143 :Lights/ Fixtures

1. Excessive ceiling mould - tenant did not clean/maintain or aerate bathroom adequately.



Bathroom

13/05/2024 4:46 PM

Image 144 :Lights/ Fixtures

1. Excessive ceiling mould - tenant did not clean/maintain or aerate bathroom adequately.

Inspector Signature

Date

Tenant

Date






Bathroom

13/05/2024 4:46 PM

Image 145 :Lights/ Fixtures

1. Excessive ceiling mould - tenant did not clean/maintain or aerate bathroom adequately.



Bedroom

13/05/2024 4:47 PM

Image 146 :Floor



Bedroom

13/05/2024 4:47 PM

Image 147 :Floor




Bedroom

13/05/2024 4:47 PM

Image 148 :Floor

WLS






Bedroom

13/05/2024 4:47 PM


Image 149 :Floor



Bedroom

13/05/2024 4:47 PM


Image 151 :Floor



Bedroom

13/05/2024 4:47 PM

Image 150 :Floor



Bedroom

13/05/2024 4:47 PM

Image 152 :Floor



Bedroom

13/05/2024 4:47 PM

Image 153 :Door/ Doorframe



Bedroom

13/05/2024 4:47 PM

Image 154 :Windows/ Screen...



Bedroom

13/05/2024 4:47 PM

Image 155 :Windows/ Screens/ ...



Bedroom

13/05/2024 4:48 PM

Image 156 :Blinds/ Curtains

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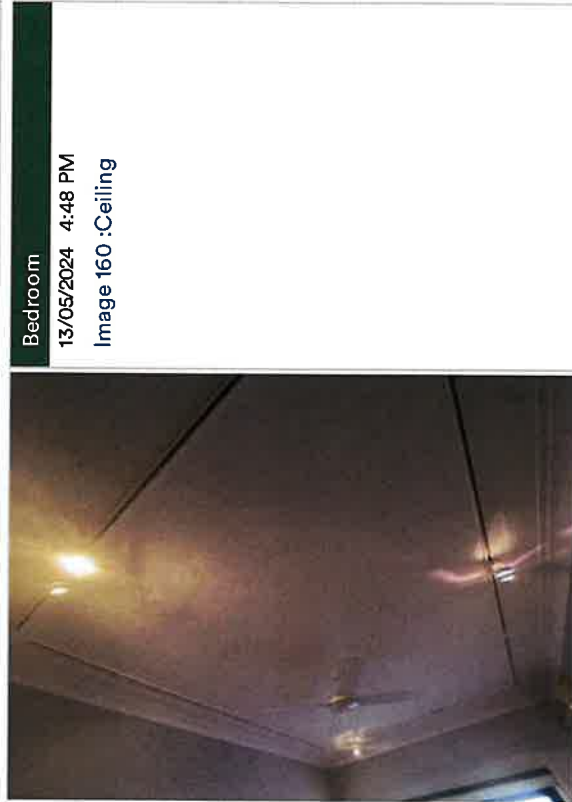
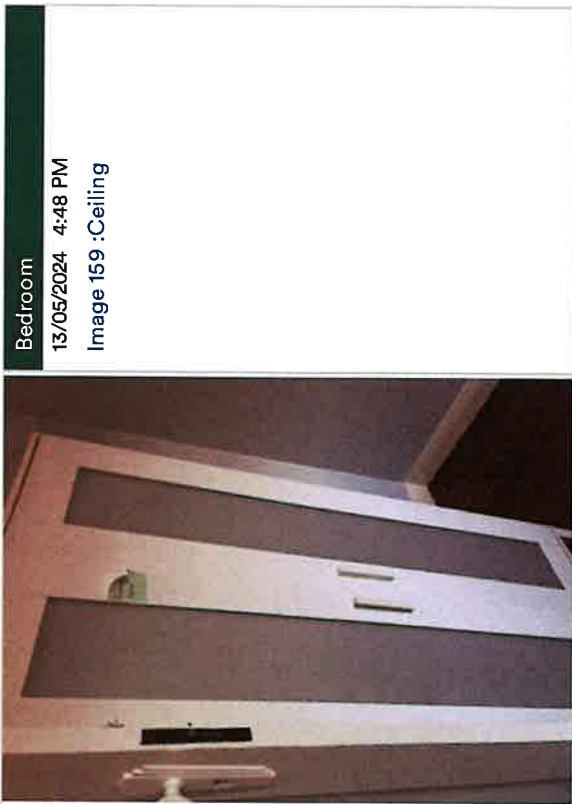
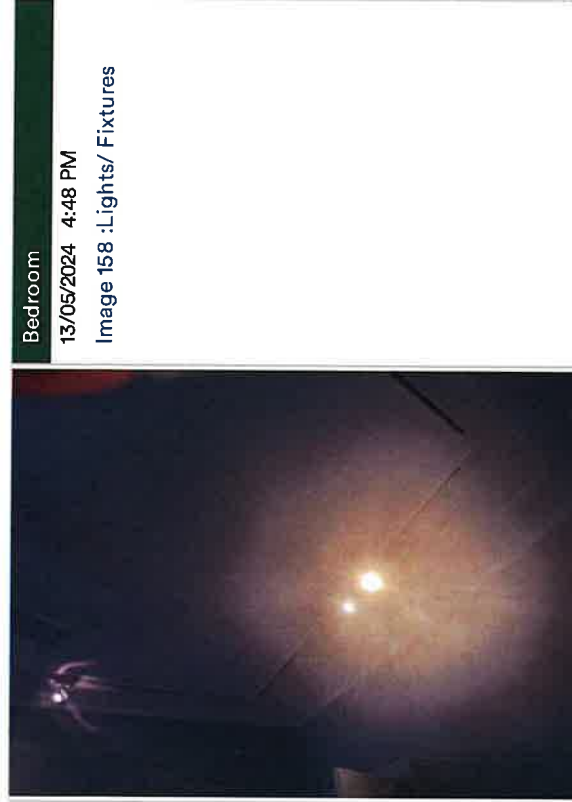
Inspector Signature

Date

17/05/24

Tenant

Date



Inspector Signature

Date

Tenant

Date



Bedroom 2

13/05/2024 4:48 PM

Image 161 :Bedroom 2_Photos



Bedroom 2

13/05/2024 4:48 PM

Image 162 :Bedroom 2_Photos



Bedroom 2

13/05/2024 4:48 PM

Image 163 :Floor



Bedroom 2

13/05/2024 4:49 PM

Image 164 :Floor

[Handwritten signature]

Inspector Signature

Date

17/05/24

Tenant

Date



Bedroom 2
13/05/2024 4:49 PM
Image 165 :Walls



Bedroom 2
13/05/2024 4:49 PM
Image 166 :Walls



Bedroom 2
13/05/2024 4:49 PM
Image 167 :Walls



Bedroom 2
13/05/2024 4:49 PM
Image 168 :Walls

[Handwritten signature]

Inspector Signature

Date

17/05/24

Tenant

Date



Bedroom 2

13/05/2024 4:49 PM

Image 169 :Door/ Doorframe



Bedroom 2

13/05/2024 4:49 PM

Image 170 :Windows/ Screens/ ...



Bedroom 2

13/05/2024 4:49 PM

Image 171 :Windows/ Screens/ ...



Bedroom 2

13/05/2024 4:49 PM

Image 172 :Windows/ Screens/ ...

Inspector Signature

Date

17/05/24

Tenant

Date






Bedroom 2

13/05/2024 4:49 PM

Image 173 :Windows/ Screens/ ...



Bedroom 2

13/05/2024 4:49 PM


Image 174 :Windows/ Screens/ ...



Bedroom 2

13/05/2024 4:49 PM

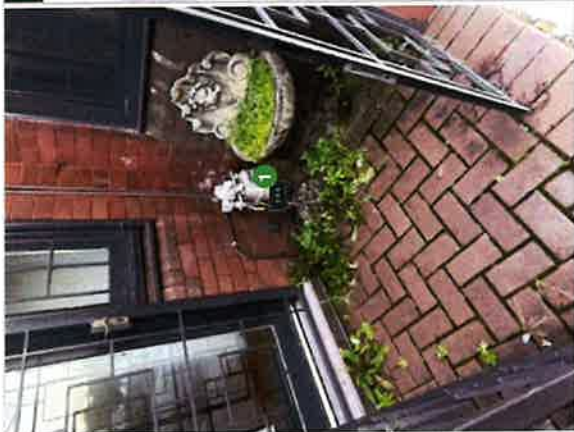
Image 175 :Lights/ Fixtures



Exterior

13/05/2024 4:52 PM

Image 176 :Exterior_Photos



Exterior

13/05/2024 4:52 PM

Image 177 :Exterior_Photos

1. Untidy (weeding not maintained by tenant)



Exterior

13/05/2024 4:52 PM

Image 178 :Exterior_Photos

1. Untidy (weeding not maintained by tenant)



Exterior

13/05/2024 4:52 PM

Image 179 :Exterior_Photos

1. Untidy (weeding not maintained by tenant)



Exterior

13/05/2024 4:52 PM

Image 180 :Exterior_Photos

Inspector Signature

Date

17/05/24

Tenant

Date



Exterior
13/05/2024 4:52 PM
Image 181 :Exterior_Photos
1. Untidy (weeding not maintained by tenant)



Exterior
13/05/2024 4:52 PM
Image 182 :Exterior_Photos
1. Water Meter reading at vacate date 12361



Exterior
13/05/2024 4:52 PM
Image 183 :Exterior_Photos



Exterior
13/05/2024 4:52 PM
Image 184 :Exterior_Photos
1. Water Meter reading at vacate date 12361

Inspector Signature

Date

Tenant

Date



Exterior

13/05/2024 4:53 PM

Image 185 :Entrance

1. Untidy (gardens/weeding not maintained by tenant)



Exterior

13/05/2024 4:53 PM

Image 186 :Entrance

1. Untidy (weeding not maintained by tenant)



Exterior

13/05/2024 4:53 PM

Image 187 :Entrance

1. Untidy (weeding not maintained by tenant)



Exterior

13/05/2024 4:54 PM

Image 188 :Rear

1. Electric gate working well

Inspector Signature

Date

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Tenant

Date



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Exterior
13/05/2024 4:54 PM
Image 189 :Rear



Exterior
13/05/2024 4:54 PM
Image 190 :Rear



Exterior
13/05/2024 4:54 PM
Image 191 :Rear



Exterior
13/05/2024 4:54 PM
Image 192 :Rear
1. Untidy (gardens not maintained by tenant)

Inspector Signature

Date

Tenant

Date



Exterior

13/05/2024 4:54 PM

Image 193 :Rear

1. Untidy (gardens/weeding not maintained by tenant)



Exterior

13/05/2024 4:54 PM

Image 194 :Rear



Exterior

13/05/2024 4:54 PM

Image 195 :Rear



Exterior

13/05/2024 4:55 PM

Image 196 :Rear

1. Untidy (gardens/weeding not maintained by tenant)

Inspector Signature

Date

17/05/24

Tenant

Date



Tenancy Ledger

Transactions From: 31/12/1999 To: 28/05/2024

Filter: For selected tenancies

| 2 Short Street, Leichhardt, NSW 2040 | | | | | | | | | | Rent \$2,400.00 Fortnightly | | | | | |
|--------------------------------------|------------|--------|-------|--------|-----------------|------------|-------------|------------|--------------|--|---------------|--------------------|---------|------------|-------------|
| Charge To 10/05/2024 | | | | | | | | | | | | | | | |
| Received | Entered | User | # | Method | Type | Allocation | Period From | To | Part Payment | Description | Rent | Payer/Payee | Debit | Credit | Balance |
| 23/04/2021 | 23/04/2021 | JFONT | 549 | | Allocation | | | 26/04/2021 | \$1,800.00 | Rent - Effective Paid To 10/05/2021 | | | | \$1,800.00 | \$1,800.00 |
| 23/04/2021 | 23/04/2021 | JFONT | | | Rent Adjustment | | | | | Initial rent (\$3,910.71 Monthly Effective 27/04/2021) changed to \$1,800.00 Fortnightly Effective 27/04/2021 | | | | | \$1,800.00 |
| 23/04/2021 | 23/04/2021 | JFONT | | | Rent Adjustment | | | 10/05/2021 | \$0.00 | Result of rent adjustment: Rent - Effective Paid To 10/05/2021 | | | | | \$1,800.00 |
| 28/04/2021 | 28/04/2021 | JFONT | 553 | | Allocation | | 11/05/2021 | 19/07/2021 | \$0.00 | Rent - Effective Paid To 19/07/2021 | | | | \$9,000.00 | \$10,800.00 |
| 23/06/2021 | 24/06/2021 | JCHOY | 18616 | DirDep | Receipt | | 20/07/2021 | 27/09/2021 | \$0.00 | Rent - Effective Paid To 27/09/2021 | \$1,800.00 W2 | Gary Steven Benson | | \$9,000.00 | \$19,800.00 |
| 8/07/2021 | 8/07/2021 | SYSTEM | 34275 | | Invoice | | | | | Invoiced for: Water Usage 27/04/2021 to 02/07/2021 - 4KL This Reading: 1502 Initial Reading: 1498 Amt: \$9.43 - Due: 29/07/2021 | | | | | \$19,800.00 |
| 13/07/2021 | 14/07/2021 | JCHOY | 19278 | DirDep | Receipt | | | | | Inv #34275 - Water Usage 27/04/2021 to 02/07/2021 - 4KL This Reading: 1502 Initial Reading: 1498 Amt: \$9.43 Outstanding: \$0.00 | | Gary Steven Benson | \$9.43 | | \$19,809.43 |
| 6/09/2021 | 7/09/2021 | JCHOY | 21124 | DirDep | Receipt | | 28/09/2021 | 25/10/2021 | \$900.00 | Rent - Effective Paid To 01/11/2021 | \$1,800.00 W2 | Gary Steven Benson | | \$4,500.00 | \$24,309.43 |
| 11/10/2021 | 11/10/2021 | SYSTEM | 39900 | | Invoice | | | | | Invoiced for: Water Invoice period: 03/07/21 to 07/10/21. Meter reading (previous: 1502, current: 1526), total KL usage: 24, Water usage amount is \$57.12. Amt: \$57.12 - Due: 01/11/2021 | | | | | \$24,309.43 |
| 10/10/2021 | 13/10/2021 | JCHOY | 22370 | DirDep | Receipt | | | | | Inv #39900 - Water Invoice period: 03/07/21 to 07/10/21. Meter reading (previous: 1502, current: 1526), total KL usage: 24, Water usage amount is \$57.12. Amt: \$57.12 | | Gary Steven Benson | \$57.12 | | \$24,366.55 |
| 8/10/2021 | 14/10/2021 | JCHOY | 22415 | DirDep | Receipt | | 26/10/2021 | 6/12/2021 | \$0.00 | Rent - Effective Paid To 06/12/2021 | \$1,800.00 W2 | Gary Steven Benson | | \$4,500.00 | \$28,866.55 |
| 11/11/2021 | 25/11/2021 | JCHOY | 23864 | DirDep | Receipt | | 7/12/2021 | 3/01/2022 | \$900.00 | Rent - Effective Paid To 10/01/2022 | \$1,800.00 W2 | Gary Steven Benson | | \$4,500.00 | \$33,366.55 |
| 12/12/2021 | 10/12/2021 | JCHOY | 24403 | DirDep | Receipt | | 4/01/2022 | 14/02/2022 | \$0.00 | Rent - Effective Paid To 14/02/2022 | \$1,800.00 W2 | Gary Steven Benson | | \$4,500.00 | \$37,866.55 |
| 8/12/2021 | 24/12/2021 | JCHOY | 24922 | DirDep | Receipt | | 15/02/2022 | 25/04/2022 | \$0.00 | Rent - Effective Paid To 25/04/2022 | \$1,800.00 W2 | Gary Steven Benson | | \$9,000.00 | \$46,866.55 |
| 14/01/2022 | 14/01/2022 | SYSTEM | 45685 | | Invoice | | | | | Invoiced for: Water Invoice period: 08/10/21 to 07/01/22. Meter reading (previous: 1526, current: 1531), total KL usage: 5, | | | | | \$46,866.55 |

Tenancy Ledger

Transactions From: 31/12/1999 To: 28/05/2024

| 2 Short Street, Leichhardt, NSW 2040 | | | | | | | | | | Rent \$2,400.00 Fortnightly | | | | |
|--------------------------------------|------------|--------|-------|--------|------------|-------------|------------|--------------|---|-----------------------------|--------------------|------------|-------------|-------------|
| Charge To 10/05/2024 | | | | | | | | | | | | | | |
| Received | Entered | User | # | Method | Type | Period From | To | Part Payment | Description | Rent | Payer/Payee | Debit | Credit | Balance |
| 14/01/2022 | 17/01/2022 | JCHOY | 25647 | DirDep | Receipt | | | | Water usage amount is \$11.90. Amt: \$11.90 - Due: 04/02/2022 Inv #45685 - Water Invoice period: 08/10/21 to 07/01/22. Meter reading (previous: 1526, current: 1531), total KL usage: 5, Water usage amount is \$11.90. Amt: \$11.90 Outstanding: \$0.00 Invoiced for: Water invoice period: 08/01/22 to 11/04/22. Meter reading (previous: 1531, current: 1552), total KL usage: 21, Water usage amount is \$49.98. Amt: \$49.98 - Due: 04/05/2022 | | Gary Steven Benson | | \$11.90 | \$46,878.45 |
| 13/04/2022 | 13/04/2022 | SYSTEM | 51383 | | Invoice | | | | Inv #51383 - Water Invoice period: 08/01/22 to 11/04/22. Meter reading (previous: 1531, current: 1552), total KL usage: 21, Water usage amount is \$49.98. Amt: \$49.98 Outstanding: \$0.00 | | Gary Steven Benson | | \$49.98 | \$46,928.43 |
| 26/04/2022 | 27/04/2022 | TNGUY | 29209 | DirDep | Receipt | 25/04/2022 | | \$1,057.14 | Rent - Effective Paid To 03/05/2022 | \$1,800.00 W2 | Gary Steven Benson | | \$1,057.14 | \$47,985.57 |
| 23/05/2022 | 24/05/2022 | TNGUY | 30191 | DirDep | Receipt | 26/04/2022 | 9/05/2022 | \$1,071.43 | Rent - Effective Paid To 17/05/2022 | \$1,800.00 W2 | Gary Steven Benson | | \$1,814.29 | \$49,799.86 |
| 24/05/2022 | 24/05/2022 | JFONT | 140 | | Credit | 10/05/2022 | 23/05/2022 | \$442.86 | Rent - Effective Paid To 26/05/2022 Reason: Rent reduction for faulty gate | | | | \$1,171.43 | \$50,971.29 |
| 24/05/2022 | 24/05/2022 | JFONT | 141 | | Credit | 23/05/2022 | | \$642.86 | Rent - Effective Paid To 28/05/2022 Reason: Refund of emergency repair paid by tenant to unlock door in the house - idan Services | | | | \$200.00 | \$51,171.29 |
| 25/05/2022 | 25/05/2022 | TNGUY | 30210 | DirDep | Receipt | 24/05/2022 | 29/05/2022 | \$0.00 | Rent - Effective Paid To 29/05/2022 | \$1,800.00 W2 | Gary Steven Benson | | \$128.57 | \$51,299.86 |
| 30/05/2022 | 30/05/2022 | JFONT | (140) | | Credit | 9/05/2022 | | \$1,400.00 | Reversal: Tenant failed to agree to terms Rent - Effective Paid To 19/05/2022 | | | \$1,171.43 | | \$50,128.43 |
| 30/05/2022 | 30/05/2022 | TNGUY | 975 | | Allocation | 10/05/2022 | 30/06/2022 | \$0.00 | Rent - Effective Paid To 30/06/2022 | | | | \$5,285.71 | \$55,414.14 |
| 08/07/2022 | 8/07/2022 | JFONT | 1009 | | Allocation | 21/06/2022 | 18/07/2022 | \$1,400.00 | Rent - Effective Paid To 28/07/2022 | | | | \$3,714.29 | \$59,128.43 |
| 11/07/2022 | 11/07/2022 | SYSTEM | 57310 | | Invoice | | | | Invoiced for: Water invoice period: 12/04/2022 to 07/07/2022. Meter reading (previous: 1552, current: 1563), total KL usage: 11, Water usage amount is \$26.18 Amt: \$26.18 - Due: 01/08/2022 | | | | \$59,128.43 | |



Tenancy Ledger

Transactions From: 31/12/1999 To: 28/05/2024

| 2 Short Street, Leichhardt, NSW 2040 | | | | | | | | | | Rent \$2,400.00 Fortnightly | | | | |
|--------------------------------------|------------|--------|-------|--------|---------|-------------|------------|--------------|---|-----------------------------|--------------------|-------|-------------|-------------|
| Charge To 10/05/2024 | | | | | | | | | | | | | | |
| Received | Entered | User | # | Method | Type | Period From | To | Part Payment | Description | Rent | Payer/Payee | Debit | Credit | Balance |
| 22/07/2022 | 25/07/2022 | TNGUY | 32407 | DirDep | Receipt | | | | Inv #57310 - Water invoice period: 12/04/2022 to 07/07/2022. Meter reading (previous: 1552, current: 1563), total KL usage: 11, Water usage amount is \$26.18 Amt: \$26.18 | | Gary Steven Benson | | \$26.18 | \$59,154.61 |
| 3/08/2022 | 4/08/2022 | TNGUY | 32805 | DirDep | Receipt | 19/07/2022 | 1/08/2022 | \$1,400.00 | Rent - Effective Paid To 11/08/2022 | \$1,800.00 W2 | Gary Steven Benson | | \$1,800.00 | \$60,954.61 |
| 8/08/2022 | 8/08/2022 | JFONT | 149 | | Credit | 2/08/2022 | 15/08/2022 | \$771.43 | Rent - Effective Paid To 21/08/2022 | | | | \$1,171.43 | \$62,126.04 |
| | | | | | | | | | Reason: faulty gate | | | | | |
| 22/08/2022 | 23/08/2022 | TNGUY | 33508 | DirDep | Receipt | 16/08/2022 | 29/08/2022 | \$514.28 | Rent - Effective Paid To 01/09/2022 | \$1,800.00 W2 | Gary Steven Benson | | \$1,542.85 | \$63,668.89 |
| 31/08/2022 | 1/09/2022 | TNGUY | 33817 | DirDep | Receipt | 30/08/2022 | 13/03/2023 | \$1,314.28 | Rent - Effective Paid To 23/03/2023 | \$1,800.00 W2 | Gary Steven Benson | | \$26,000.00 | \$89,668.89 |
| 10/10/2022 | 10/10/2022 | SYSTEM | 63279 | | Invoice | | | | Invoiced for: Water invoice period: 08/07/22 to 05/10/22. Meter reading (previous: 0, current: 10), total KL usage: 10, Water usage amount is \$25.00. Amt: \$25.00 - Due: 31/10/2022 | | | | \$89,668.89 | |
| 10/10/2022 | 11/10/2022 | LURSI | 35298 | DirDep | Receipt | | | | Inv #63279 - Water invoice period: 08/07/22 to 05/10/22. Meter reading (previous: 0, current: 10), total KL usage: 10, Water usage amount is \$25.00. Amt: \$25.00 Outstanding: \$0.00 | | Gary Steven Benson | | \$25.00 | \$89,693.89 |
| 10/01/2023 | 9/01/2023 | SYSTEM | 68949 | | Invoice | | | | Invoiced for: Water invoice period: 06/10/22 to 05/01/23. Meter reading (previous: 10, current: 25), total KL usage: 15, Water usage amount is \$37.50. Amt: \$37.50 - Due: 30/01/2023 | | | | \$89,693.89 | |
| 10/01/2023 | 10/01/2023 | TCSAD | 38616 | DirDep | Receipt | | | | Inv #68949 - Water invoice period: 06/10/22 to 05/01/23. Meter reading (previous: 10, current: 25), total KL usage: 15, Water usage amount is \$37.50. Amt: \$37.50 Outstanding: \$0.00 | | Gary Steven Benson | | \$37.50 | \$89,731.39 |
| 23/02/2023 | 23/02/2023 | TCSAD | 40200 | DirDep | Receipt | 14/03/2023 | 22/05/2023 | \$1,314.28 | Rent - Effective Paid To 01/06/2023 | \$1,800.00 W2 | Gary Steven Benson | | \$9,000.00 | \$98,731.39 |
| 11/04/2023 | 11/04/2023 | SYSTEM | 74451 | | Invoice | | | | Invoiced for: Water invoice period: 06/01/23 to 06/04/23. Meter reading (previous: 25, current: 36), total KL usage: 11, Water usage amount is \$27.50. Amt: \$27.50 - Due: 02/05/2023 | | | | \$98,731.39 | |
| 12/04/2023 | 12/04/2023 | TCSAD | 41892 | DirDep | Receipt | | | | Inv #74451 - Water invoice period: 06/01/23 to 06/04/23. Meter reading (previous: 25, current: 36), total KL usage: 11, | | Gary Steven Benson | | \$27.50 | \$98,758.89 |

Tenancy Ledger

Transactions From: 31/12/1999 To: 28/05/2024

| 2 Short Street, Leichhardt, NSW 2040 | | | | | | | | | | Rent \$2,400.00 Fortnightly | | | | |
|--------------------------------------|------------|--------|-------|--------|-------------------------|-------------|------------|--------------|--|-----------------------------|--------------------|---------|------------|--------------|
| Charge To 10/05/2024 | | | | | | | | | | | | | | |
| Received | Entered | User | # | Method | Type | Period From | To | Part Payment | Description | Rent | Payer/Payee | Debit | Credit | Balance |
| 3/05/2023 | 4/05/2023 | TCSAD | 42695 | DirDep | Receipt | 23/05/2023 | 31/07/2023 | \$1,314.28 | Water usage amount is \$27.50. Amt: \$27.50 Outstanding: \$0.00 Rent - Effective Paid To 10/08/2023 | \$1,800.00 W2 | Gary Steven Benson | | \$9,000.00 | \$107,758.89 |
| 17/05/2023 | 17/05/2023 | JFONT | | | Rent Adjustment | | | | Rent change added: \$2,000.00 Fortnightly Effective 3/09/2022 | | | | | \$107,758.89 |
| 17/05/2023 | 17/05/2023 | JFONT | | | Rent Adjustment Invoice | 23/06/2023 | | \$1,999.99 | Result of rent adjustment: Rent - Effective Paid To 06/07/2023 | | | | | \$107,758.89 |
| 6/07/2023 | 6/07/2023 | SYSTEM | 80158 | | | | | | Invoiced for: Water invoice period: 07/04/23 to 04/07/23. Meter reading (previous: 36, current: 64), total KL usage: 28, Water usage amount is \$70.34, Amt: \$70.34 - Due: 27/07/2023 | | | | | \$107,758.89 |
| 6/07/2023 | 7/07/2023 | TCSAD | 44964 | DirDep | Receipt | | | | Inv #80158 - Water invoice period: 07/04/23 to 04/07/23. Meter reading (previous: 36, current: 64), total KL usage: 28, Water usage amount is \$70.34, Amt: \$70.34 Outstanding: \$0.00 | | Gary Steven Benson | \$70.34 | | \$107,829.23 |
| 6/09/2023 | 5/09/2023 | LURSI | 47050 | DirDep | Receipt | 24/06/2023 | 18/08/2023 | \$1,299.99 | Unknown #46854: Deposit Rent - Effective Paid To 27/08/2023 | \$2,000.00 W2 | Gary Steven Benson | | \$7,300.00 | \$115,129.23 |
| 9/10/2023 | 9/10/2023 | SYSTEM | 85497 | | Invoice | | | | Invoiced for: Water invoice period: 05/07/23 to 06/10/23. Meter reading (previous: 64, current: 93), total KL usage: 29, Water usage amount is \$77.43, Amt: \$77.43 - Due: 30/10/2023 | | | | | \$115,129.23 |
| 10/10/2023 | 10/10/2023 | TCSIN | 48221 | DirDep | Receipt | | | | Inv #85497 - Water invoice period: 05/07/23 to 06/10/23. Meter reading (previous: 64, current: 93), total KL usage: 29, Water usage amount is \$77.43, Amt: \$77.43 Outstanding: \$0.00 | | Gary Steven Benson | | \$77.43 | \$115,206.66 |
| 12/10/2023 | 12/10/2023 | LURSI | 48314 | DirDep | Receipt | 19/08/2023 | 15/09/2023 | \$1,799.99 | Unknown #48308: Deposit Rent - Effective Paid To 27/09/2023 | \$2,000.00 W2 | Gary Steven Benson | | \$4,500.00 | \$119,706.66 |
| 21/11/2023 | 21/11/2023 | LURSI | 49683 | DirDep | Receipt | 16/09/2023 | 24/11/2023 | \$799.99 | Unknown #49649: Deposit Rent - Effective Paid To 29/11/2023 | | Gary Steven Benson | | \$9,000.00 | \$128,706.66 |
| 5/01/2024 | 5/01/2024 | SYSTEM | 90675 | | Invoice | | | | Invoiced for: Water invoice period: 07/10/23 to 03/01/24. Meter reading (previous: 93, current: 106), total KL usage: 13, Water usage amount is \$34.71, Amt: \$34.71 - Due: 26/01/2024 | | | | | \$128,706.66 |
| 9/01/2024 | 9/01/2024 | TCSRH | 51356 | DirDep | Receipt | | | | Inv #90675 - Water invoice period: 07/10/23 to 03/01/24. Meter reading (previous: 93, current: 106), total KL usage: 13, Water usage amount is \$34.71, Amt: \$34.71 Outstanding: \$0.00 | | Gary Steven Benson | | \$34.71 | \$128,741.37 |



Tenancy Ledger

Transactions From: 31/12/1999 To: 28/05/2024

| 2 Short Street, Leichhardt, NSW 2040 | | | | | | | | | | Rent \$2,400.00 Fortnightly | | | | |
|--------------------------------------|------------|--------|-------|--------|-------------|-------------|------------|--------------|---|-----------------------------|--------------------|------------|--------------|--------------|
| Charge To 10/05/2024 | | | | | | | | | | | | | | |
| Received | Entered | User | # | Method | Type | Period From | To | Part Payment | Description | Rent | Payer/Payee | Debit | Credit | Balance |
| 22/01/2024 | 23/01/2024 | TCSRH | 51815 | DirDep | Receipt | 25/11/2023 | 8/12/2023 | \$1,199.99 | Rent - Effective Paid To 16/12/2023 | \$2,000.00 W2 | Gary Steven Benson | | \$2,400.00 | \$131,141.37 |
| 2/02/2024 | 5/02/2024 | TCSRH | 52226 | DirDep | Receipt | 9/12/2023 | 22/12/2023 | \$1,599.99 | Rent - Effective Paid To 02/01/2024 | \$2,000.00 W2 | Gary Steven Benson | | \$2,400.00 | \$133,541.37 |
| 19/02/2024 | 20/02/2024 | TCSRH | 52798 | DirDep | Receipt | 23/12/2023 | 5/01/2024 | \$1,999.99 | Rent - Effective Paid To 18/01/2024 | \$2,000.00 W2 | Gary Steven Benson | | \$2,400.00 | \$135,941.37 |
| 23/02/2024 | 23/02/2024 | TCSRH | 52921 | DirDep | Receipt | 6/01/2024 | 19/01/2024 | \$0.00 | Unknown #52902: Deposit Rent - Effective Paid To 19/01/2024 | \$2,000.00 W2 | Gary Steven Benson | | \$0.01 | \$135,941.38 |
| 23/02/2024 | 23/02/2024 | TCSRH | 52921 | DirDep | Receipt | 20/01/2024 | 2/02/2024 | \$2,399.99 | Unknown #52902: Deposit Rent - Effective Paid To 15/02/2024 | \$2,400.00 W2 | Gary Steven Benson | | \$4,799.99 | \$140,741.37 |
| 23/02/2024 | 23/02/2024 | TCSRH | | | Rent Change | | | | \$2,000.00 Fortnightly to \$2,400.00 Fortnightly Effective 20/01/2024 | | | | | \$140,741.37 |
| 26/03/2024 | 27/03/2024 | TCSRH | 54022 | DirDep | Receipt | 3/02/2024 | 16/02/2024 | \$2,399.99 | Rent - Effective Paid To 29/02/2024 | \$2,400.00 W2 | Gary Steven Benson | | \$2,400.00 | \$143,141.37 |
| 3/04/2024 | 3/04/2024 | ATCS | 54275 | DirDep | Receipt | 17/02/2024 | 1/03/2024 | \$0.00 | Rent - Effective Paid To 01/03/2024 | \$2,400.00 W2 | Gary Steven Benson | | \$0.01 | \$143,141.38 |
| 5/04/2024 | 5/04/2024 | SYSTEM | 96012 | | Invoice | | | | Invoiced for: Water invoice period: 04/01/24 to 03/04/24. Meter reading (previous: 106, current: 118), total KL usage: 12, Water usage amount is \$32.04. Amt: \$32.04 - Due: 26/04/2024 | | | | | \$143,141.38 |
| 8/04/2024 | 9/04/2024 | TCSRH | 54473 | DirDep | Receipt | | | | Inv #96012 - Water invoice period: 04/01/24 to 03/04/24. Meter reading (previous: 106, current: 118), total KL usage: 12, Water usage amount is \$32.04. Amt: \$32.04 Outstanding: \$0.00 | | Gary Steven Benson | | \$32.04 | \$143,173.42 |
| 15/04/2024 | 16/04/2024 | TCSRH | 54693 | DirDep | Receipt | 2/03/2024 | 15/03/2024 | \$0.00 | Rent - Effective Paid To 15/03/2024 | \$2,400.00 W2 | Gary Steven Benson | | \$2,400.00 | \$145,573.42 |
| 29/04/2024 | 29/04/2024 | TCSRH | 55066 | DirDep | Receipt | 16/03/2024 | 29/03/2024 | \$0.00 | Rent - Effective Paid To 29/03/2024 | \$2,400.00 W2 | Gary Steven Benson | | \$2,400.00 | \$147,973.42 |
| | | | | | | | | | | | | \$1,171.43 | \$149,144.85 | \$147,973.42 |

| 2 Short Street, Leichhardt, NSW 2040 | | | | | | | | | | | | | |
|--|------------|-------|-------|--------|------------|---|--------------------|-------------|-------------|------------|--|--|--|
| Paid funds for: Gary Steven Benson (ID:100836) | | | | | | | | | | | | | |
| Received | Entered | User | # | Method | Type | Description | Payer/Payee | Debit | Credit | Balance | | | |
| 19/04/2021 | 19/04/2021 | JCHOY | 16282 | DirDep | Receipt | Held - Holding Deposit 1st Weeks Rental | Gary Steven Benson | | \$900.00 | \$900.00 | | | |
| 23/04/2021 | 23/04/2021 | JCHOY | 16467 | DirDep | Receipt | Held - 2nd weeks rental | Gary Steven Benson | | \$900.00 | \$1,800.00 | | | |
| 23/04/2021 | 23/04/2021 | JFONT | 549 | | Allocation | Rent - Effective Paid To 10/05/2021 | | \$1,800.00 | | \$0.00 | | | |
| 27/04/2021 | 28/04/2021 | JCHOY | 16634 | DirDep | Receipt | Held - Holding Deposit | Gary Steven Benson | | \$9,000.00 | \$9,000.00 | | | |
| 28/04/2021 | 28/04/2021 | JFONT | 553 | | Allocation | Rent - Effective Paid To 19/07/2021 | | \$9,000.00 | | \$0.00 | | | |
| 7/05/2022 | 30/05/2022 | TNGUY | 30390 | DirDep | Receipt | Held - Past Vacate Overpaid rent | Gary Steven Benson | | \$9,000.00 | \$9,000.00 | | | |
| 30/05/2022 | 30/05/2022 | TNGUY | 975 | | Allocation | Rent - Effective Paid To 30/06/2022 | | \$5,285.71 | | \$3,714.29 | | | |
| 8/07/2022 | 8/07/2022 | JFONT | 1009 | | Allocation | Rent - Effective Paid To 28/07/2022 | | \$3,714.29 | | \$0.00 | | | |
| | | | | | | | | \$19,800.00 | \$19,800.00 | \$0.00 | | | |





Gary Benson >

iMessage
Mon, 26 Feb at 6:29 AM

Heres the proof Anthony. It went to your Macquarie account last Monday 19th at 3:19pm. Please attend to issuing a receipt asap.

Thank you I'll arrange it to be sent again as it's automated.

Edited



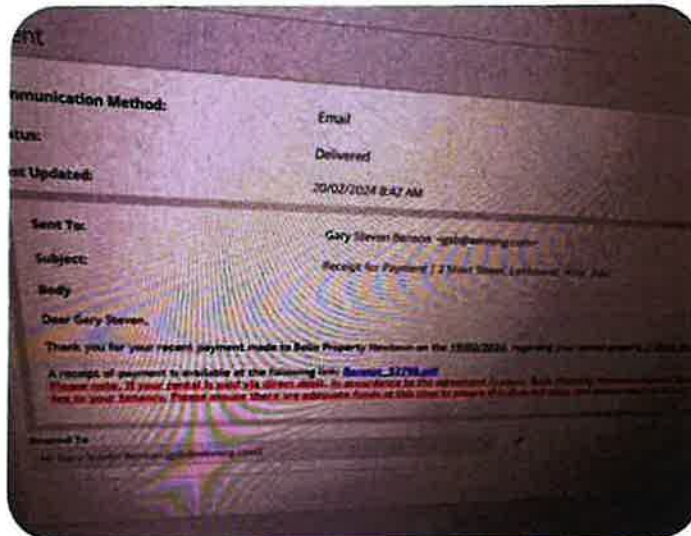
iMessage





Thank you I'll arrange it to be sent again as it's automated.

Edited



Resent to you again

Cheers Anthony

Wed, 10 Apr at 1:50 AM

Hi Gary, I emailed your ledger yesterday can you confirm you have received it?

Edited

Mon, 6 May at 2:44 AM

Hi Gary, What day are you moving out next week? 10th or 14th May.
Regards Anthony



iMessage



9:24

78



Gary Benson

Hi Gary, What day are you moving out next week? 10th or 14th May.
Regards Anthony

This week

What day?

Tue, 7 May at 2:52 AM

As I'm fully paid up to this Friday, and as per my previous advice, I will return the keys on Friday and we can do the final inspection then. I have removalists coming on Thursday and I'm having a cleaner spend most of Thursday doing the final clean.

Marie or David will be there, as I'm not around Friday. What time would you like to do this inspection?

Tue, 7 May at 6:39 AM

2:15pm

Tue, 7 May at 10:12 AM

Okay Thank you. Marie/David will



Message





Gary Benson >

then. I have removalists coming on Thursday and I'm having a cleaner spend most of Thursday doing the final clean.

Marie or David will be there, as I'm not around Friday. What time would you like to do this inspection?

Tue, 7 May at 6:39 AM

2:15pm

Tue, 7 May at 10:12 AM

Okay Thank you. Marie/David will meet you then.

Fri, 10 May at 4:04 AM

I'm going to be late Anthony. Can we make it 3:45pm please?

Are you able to drop the keys off to my office instead please. I'm short staffed and we have quite alot on today

Delivered

Sure



Message



Detailed Bond Report

Bond Detail

Bond Number: T002764-X
Bond Status: Frozen
Tenancy code: -
Bond amount: \$3,600.00
Interest amount: \$0.00
Bond balance: \$3,600.00
Lodged date: 07/05/2021
Premises: 2 Short Street LEICHHARDT NSW 2040
Principal Tenant: Gary Steven Benson
0*****0
g**@winning.com
Agency: BELLE PROPERTY NEWTOWN
0411127045
anthony.tripodi@belleproperty.com
Landlord(s): Jeremy Kinross
Lodgement method: Online
Application lodged with Tribunal: 18/05/2024
Disputed by: Tenant

Lodgement Receipts

Online Bond Lodgement Receipts

| Receipt Number | Date Received | Amount Received | Payment for | Paid with |
|----------------|---------------|-----------------|----------------|-----------|
| 0000289958 | 23/04/2021 | \$3,600.00 | Bond Lodgement | BPay |

Claim Details

Direct deposit to:
BSB : 182222
Account number : 303196216
Account name: TRADING HOMES PTY LTD
Agent to receive: \$3,600.00
Tenant to receive: \$0.00
Claim submitted: 14/05/2024 09:11 AM
Tribunal application number: 2024/00184805-001
Date dispute lodged with Tribunal: 18/05/2024

Bond transaction history

| Changed on | Changed by | Action |
|---------------------|----------------|--|
| 18/05/2024 13:33 PM | Tenant | Notice Claim for Bond T002764-X disputed by Gary Steven Benson, ID 19513910 on 18/05/2024 1:33:47 PM |
| 14/05/2024 09:11 AM | Agent/Landlord | Notice claim for Bond T002764-X with \$3,600.00 owed to agent submitted by Marie Luketic, ID 29963758 on 14/05/2024 9:11:03 AM |
| 07/05/2021 15:12 PM | Agent/Landlord | Lodgement 0012912335 finalised and bond T002764-X created by Joanne Choy, ID 13775234 on 7/05/2021 3:12:37 PM |
| 23/04/2021 08:44 AM | RBSOperator | BPAY Payment received on 23/04/2021 8:44:15 AM |
| 22/04/2021 14:43 PM | Tenant | RBO logon account ID 19513910 for Tenant user Gary Steven Benson created by Gary Steven Benson, ID 19513910 on 22/04/2021 2:43:52 PM |
| 22/04/2021 09:17 AM | Agent/Landlord | Principal tenant link emailed to new RBO user |
| 22/04/2021 09:17 AM | Agent/Landlord | Lodgement 0012912335 submitted by Jack Fontana, ID 13474507 on 22/04/2021 9:17:32 AM |

Notification History

Notification sent date time

18/05/2024 13:33 PM

Party

Tenant

Notification sent method

SMS

Mobile

0*****0

Message

RBO: Notification received of your a Tribunal application application for T002764-X. Bond held until the a Tribunal application outcome. For help log on to <https://rbo.fairtrading.nsw.gov.au/Tenant>

Notification sent date time

18/05/2024 13:33 PM

Party

Tenant

Notification sent method

Email

Email

g**@winning.com

Email title

Rental Bonds Online - Claim for Refund is Subject to Tribunal Application - 2 Short Street LEICHHARDT NSW 2040

Message

Dear Gary Steven Benson,

Re: Rental Bond Number T002764-X held on rented premises 2 Short Street LEICHHARDT NSW 2040

We have received your notification that you have lodged a Tribunal application. The bond will be held until we are notified of the outcome of the Tribunal or we receive notification that the Tribunal application has been withdrawn.

If you need assistance log on to Rental Bonds Online at <https://rbo.fairtrading.nsw.gov.au/Tenant>.

Notification sent date time

14/05/2024 09:11 AM

Party

Tenant

Notification sent method

SMS

Mobile

0*****0

Message

RBO: Claim received for \$3,600.00 of T002764-X to be paid to the Agent/Landlord. Go to <https://rbo.fairtrading.nsw.gov.au/Tenant> for details. Payment due on 29/05/2024

Notification sent date time

14/05/2024 09:11 AM

Party

Tenant

Notification sent method

Email

Email

g**@winning.com

Email title

Rental Bonds Online - Notice of Claim - 2 Short Street LEICHHARDT NSW 2040

Message

Dear Gary Steven Benson,

Re: Rental Bond Number T002764-X held on rented premises 2 Short Street LEICHHARDT NSW 2040

We have received a claim for \$3,600.00 to be paid to the Managing Agent or Landlord.

Log in to Rental Bonds Online <https://rbo.fairtrading.nsw.gov.au/Tenant> and tell us that either:

- You agree. You will receive any refund due to you within 2 working days,
- or
- You have taken the required action to dispute the claim (*)

(*) If you disagree with the claim, discuss it with the other party. If you have come to a new agreement, both parties must submit an online enquiry on the bond, in Rental Bonds Online, advising what the new agreement is. When both enquiries are received, the bond will be released as per new agreement. If you cannot reach an agreement, you must lodge an application with the NSW Civil and Administrative Tribunal for a rental bond order. We will then hold the bond until the Tribunal makes a decision.

Note: The bond will be paid as directed on 29/05/2024 unless you notify us that you have lodged a Tribunal application.

If you need assistance logging in to your account call 1800 990 724

Notification sent date time

07/05/2021 15:12 PM

Party

Tenant

Notification sent method

SMS

Mobile

0*****0

Message

NSW Rental Bonds Online: Bond lodgement process completed for 2 Short Street LEICHHARDT NSW 2040. Your new bond number is T002764-X. \$3,600.00 is held on your behalf by NSW Fair Trading.

Notification sent date time

07/05/2021 15:12 PM

Party

Tenant

Notification sent method

Email

Email

g**@winning.com

Email title

Rental Bonds Online - Premises - 2 Short Street LEICHHARDT NSW 2040 - Bond Lodgement is Complete

Message

Dear Gary Steven Benson,

Re: Bond Number T002764-X for premises 2 Short Street LEICHHARDT NSW 2040

Your agent/landlord has completed the bond lodgement process for the premises above on 7/05/2021 3:12:37 PM.

Your new bond number is T002764-X.

A bond amount of \$3,600.00 is held on your behalf by NSW Fair Trading.

Changes to renting laws start 23 March, [visit our website](#) to find out how this affects you.

Notification sent date time

23/04/2021 08:47 AM

Party

Agent

Notification sent method

Email

Email

jack.fontana@belleproperty.com

Email title

Rental Bonds Online - Premises - 2 Short Street LEICHHARDT NSW 2040 - Funds Received from Tenant

Message

Dear Jack Fontana,

Re: Pending Lodgement Reference Number P0012912335 for premises 2 Short Street LEICHHARDT NSW 2040

We have received \$3,600.00 from the tenant for their rental bond on the above premises.

You should now arrange for the tenancy agreement to be signed and finalise the pending lodgement in Rental Bonds Online.

Changes to renting laws start 23 March, [visit our website](#) to find out how this affects you.

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Blank



BANK ACCOUNT DETAILS
Commonwealth Bank of Australia
BSB: 062 159
ACCOUNT NUM: 10316053
ACCOUNT NAME: Alpha Construction Services

[illegible]

Blank

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: RECEIPT FOR PAYMENT | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 19/04/2021 9:09 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 16/04/2021, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt_16282.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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belle PROPERTY



Trust Account Receipt
Tenancy Receipt

| | | | |
|-----------------------|--|---------------------------|------------|
| Received From: | Gary Steven Benson on behalf of Gary Steven Benson (ID:100836) | Money Received: | 16/04/2021 |
| | | Receipt Completed: | 19/04/2021 |
| | 2 Short Street, Leichhardt, NSW 2040, AUSTRALIA | Receipt #: | 16282 |

| Description | | Amt Exc GST | GST | Amt Received |
|-------------|------------------------------------|-------------|--------|--------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| Held: | Holding Deposit 1st Weeks Rental | \$900.00 | \$0.00 | \$900.00 |
| | | \$900.00 | \$0.00 | \$900.00 |

Payment Method: Direct Deposit

Received By: Joanne Choy

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Receipt Copy



Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: RECEIPT FOR PAYMENT | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 23/04/2021 8:47 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 22/04/2021, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt_16467.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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Trust Account Receipt

Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 22/04/2021
Receipt Completed: 23/04/2021
Receipt #: 16467

| Description | | Amt Exc GST | GST | Amt Received |
|-------------|--------------------------------|-------------|--------|--------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| Held: | 2nd weeks rental | \$900.00 | \$0.00 | \$900.00 |
| | | \$900.00 | \$0.00 | \$900.00 |

Payment Method: Direct Deposit

Received By: Joanne Choy

Receipt Copy



Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: RECEIPT FOR PAYMENT | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 28/04/2021 7:39 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 27/04/2021, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt 16634.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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Trust Account Receipt

Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 27/04/2021
Receipt Completed: 28/04/2021
Receipt #: 16634

| Description | | Amt Exc GST | GST | Amt Received |
|-------------|--------------------------------|-------------------|---------------|-------------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| Held: | Holding Deposit | \$9,000.00 | \$0.00 | \$9,000.00 |
| | | \$9,000.00 | \$0.00 | \$9,000.00 |

Payment Method: Direct Deposit

Receipted By: Joanne Choy

Receipt Copy



Category: Mail Merge

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Welcome to Belle Property Newtown - Next Scheduled Payment - 2 Short Street

Delivery Status: gsb@winning.com - Delivered

Created: 7/05/2021 3:45 PM

Dear Gary Steven,

REGARDING: Lease from Owner: Jeremy Kinross to Lessees: Gary Steven Benson

Once again on behalf of the team, welcome aboard to Belle Property Newtown, we hope that you enjoy your time at 2 Short Street.

This e-mail to clarify your rental position and when your next scheduled direct debit will be drawn:

- **Lease Start Date:** 27/04/2021
- **Lease End Date:** 26/04/2022
- **Rent Frequency:** Fortnightly
- **Part Payment (if applicable):** \$0.00
- **Rent Paid to Date:** 19/07/2021 (this takes into effect the rent you have paid us in advance)
- Your rent will be due and payable on the next business day.

We offer multiple ways to pay your rent, we simply request you to utilise the reference ID below, to ensure we allocate your rent accordingly.

BPAY Biller Code: 4481

Reference: 100836

EFT Details:

Account Name: Belle Property Newtown

BSB: 182 222

Account Number: 303196216

Reference: 100836

You can also create a profile on www.deft.com.au using the reference code above in order to pay using a credit card

If you have any questions or queries relating to the above, please do not hesitate to contact your property manager on **(02) 9557 8883**

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

f in   

belle PROPERTY

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: RECEIPT FOR PAYMENT | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 24/06/2021 8:38 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 23/06/2021, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt_18616.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

f in   



belle PROPERTY



186 Enmore Road, Enmore, NSW 2042, AUSTRALIA
Ph: 02 9557 8883 Fax: 02 9557 8860
Belle Property Newtown (182-222 303196216)

Trust Account Receipt

Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 23/06/2021
Receipt Completed: 24/06/2021
Receipt #: 18616

| Description | Amt Exc GST | GST | Amt Received |
|---|-------------------|---------------|-------------------|
| For Ownership Jeremy Kinross (ID:1233) | | | |
| Rent: Rent from 20/07/2021 to 27/09/2021 - Effective Paid To* 27/09/2021 | \$9,000.00 | \$0.00 | \$9,000.00 |
| | \$9,000.00 | \$0.00 | \$9,000.00 |

Payment Method: Direct Deposit

Received By: Joanne Choy

125

* This is the last day for which rent is fully paid.

Receipt Copy



Belle Property Newtown ABN 32 362 781 241

Corp. Licence Number: 1684384 Licensee Name & Number: Anthony Tripodi 141475

Generated on 24/06/2021 8:38 AM

NCAT 2024/00468429, page 229 of 437

Category: Tenancy Invoice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: TENANCY INVOICE | 2 Short Street, Leichhardt, NSW, 2040 - 8/07/2021

Delivery Status: gsb@winning.com - Delivered

Created: 8/07/2021 3:12 PM

Dear Gary Steven,

Please view invoice applicable for your tenancy at property **2 Short Street, Leichhardt, NSW, 2040** available at the following link: [Invoice 34275.pdf](#)

Invoice Description: Water Usage 27/04/2021 to 02/07/2021 - 4KL | This Reading: 1502 | Initial Reading: 1498

Refer to the above invoice for due date of payment.

If your regular rent payment method is via Direct Debit, the above invoice will be drawn on the due date as per the Tenancy Invoice

If a corresponding creditor invoice is available, please click on the following link to download a copy:

- [F45C9A5C-DDCE-11EB-A.pdf](#)

Please don't hesitate to contact me if you have any questions.

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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126



Tenancy Invoice: Gary Steven Benson

Gary Steven Benson
2 Short Street
LEICHHARDT NSW 2040
AUSTRALIA

Issued On: **8/07/2021**
Due By: **29/07/2021**
Tax Invoice #: **34275**

Property: 2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

| Item # | Description | Amount Excl GST | GST | Amount Incl GST |
|--------|---|-----------------|--------|-----------------|
| 1 | Water Usage 27/04/2021 to 02/07/2021 - 4KL This Reading: 1502 Initial Reading: 1498 | \$9.43 | \$0.00 | \$9.43 |
| | | \$9.43 | \$0.00 | \$9.43 |

Tenancy – Statement of Outstanding Items

Statement as at 3:12 PM 8/07/2021

| # | Due | Description | Total Amount | Paid/Credited | Outstanding |
|--------------------|------------|---|--------------|---------------|-------------|
| 34275 | 29/07/2021 | Water Usage 27/04/2021 to 02/07/2021 - 4KL This Reading: 1502 Initial Reading: 1498 | \$9.43 | \$0.00 | \$9.43 |
| Total Outstanding: | | | | | \$9.43 |

Held for Tenancy: \$0.00

Payment Advice

Account Name: Belle Property Newtown
BSB: 182-222
Account #: 303196216
Please include your Tenancy Reference in the funds transfer description : 100836

12X

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 14/07/2021 8:48 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the **13/07/2021**, regarding your rented property **2 Short Street, Leichhardt, NSW, 2040**

A receipt of payment is available at the following link: [Receipt_19278.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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Trust Account Receipt

Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 13/07/2021
Receipt Completed: 14/07/2021
Receipt #: 19278

| Description | Amt Exc GST | GST | Amt Received |
|--|---------------|---------------|---------------|
| For Ownership Jeremy Kinross (ID:1233) | | | |
| Invoice: #34275 Water Usage 27/04/2021 to 02/07/2021 - 4KL This Reading: 1502 Initial Reading: 1498 | \$9.43 | \$0.00 | \$9.43 |
| | \$9.43 | \$0.00 | \$9.43 |

Payment Method: Direct Deposit

Received By: Joanne Choy

129

Receipt Copy

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 7/09/2021 9:09 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the **6/09/2021**, regarding your rented property **2 Short Street, Leichhardt, NSW, 2040**

A receipt of payment is available at the following link: [Receipt_21124.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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The logo for Belle Property, featuring the word "belle" in a large, white, lowercase sans-serif font, followed by the word "PROPERTY" in a smaller, white, uppercase sans-serif font. The text is set against a dark green rectangular background.

230



Trust Account Receipt

Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 6/09/2021
Receipt Completed: 7/09/2021
Receipt #: 21124

| Description | Amt Exc GST | GST | Amt Received |
|---------------|--|----------------------|--------------|
| For Ownership | Jeremy Kinross (ID:1233) | | |
| Rent: | Rent from 28/09/2021 to 25/10/2021 Part Payment \$900.00 - Effective Paid To* 1/11/2021 | \$4,500.00 \$0.00 | \$4,500.00 |
| | \$4,500.00 | \$0.00 | \$4,500.00 |

Payment Method: Direct Deposit

Received By: Joanne Choy

* This is the last day for which rent is fully paid.

Receipt Copy



Category: Tenancy Invoice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Tenancy Invoice | 2 Short Street, Leichhardt, NSW, 2040 - 11/10/2021

Delivery Status: gsb@winning.com - Delivered

Created: 11/10/2021 1:32 PM

Dear Gary Steven,

Please view invoice applicable for your tenancy at property **2 Short Street, Leichhardt, NSW, 2040** available at the following link: [Invoice 39900.pdf](#)

Invoice Description: Water invoice period: 03/07/21 to 07/10/21. Meter reading (previous: 1502, current: 1526), total KL usage: 24, Water usage amount is \$57.12.

Refer to the above invoice for due date of payment.

If your regular rent payment method is via Direct Debit, the above invoice will be drawn on the due date as per the Tenancy Invoice

If a corresponding creditor invoice is available, please click on the following link to download a copy:

- [8CEE1D84-2791-11EC-9.pdf](#)

Please don't hesitate to contact me if you have any questions.

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown





Tenancy Invoice: Gary Steven Benson

Gary Steven Benson
2 Short Street
LEICHHARDT NSW 2040
AUSTRALIA

Issued On: **11/10/2021**
Due By: **1/11/2021**
Tax Invoice #: **39900**

Property: 2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

| Item # | Description | Amount Excl GST | GST | Amount Incl GST |
|--------|---|-----------------|---------------|-----------------|
| 1 | Water invoice period: 03/07/21 to 07/10/21. Meter reading (previous: 1502, current: 1526), total KL usage: 24, Water usage amount is \$57.12. | \$57.12 | \$0.00 | \$57.12 |
| | | \$57.12 | \$0.00 | \$57.12 |

Tenancy – Statement of Outstanding Items

Statement as at 1:32 PM 11/10/2021

| # | Due | Description | Total Amount | Paid/Credited | Outstanding |
|---------------------------|-----------|---|--------------|---------------|----------------|
| 39900 | 1/11/2021 | Water invoice period: 03/07/21 to 07/10/21. Meter reading (previous: 1502, current: 1526), total KL usage: 24, Water usage amount is \$57.12. | \$57.12 | \$0.00 | \$57.12 |
| Total Outstanding: | | | | | \$57.12 |

Held for Tenancy: \$0.00

Payment Advice

Account Name: Belle Property Newtown
BSB: 182-222
Account #: 303196216
Please include your Tenancy Reference in the funds transfer description : 100836

133

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 13/10/2021 8:48 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 12/10/2021, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt_22370.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

f in   



belle PROPERTY



Trust Account Receipt

Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 12/10/2021
Receipt Completed: 13/10/2021
Receipt #: 22370

| Description | Amt Exc GST | GST | Amt Received |
|--|----------------|---------------|----------------|
| For Tenancy Gary Steven Benson (ID:100836) | | | |
| For Ownership Jeremy Kinross (ID:1233) | | | |
| Invoice: #39900 Water invoice period: 03/07/21 to 07/10/21. Meter reading (previous: 1502, current: 1526), total KL usage: 24, Water usage amount is \$57.12. | \$57.12 | \$0.00 | \$57.12 |
| | \$57.12 | \$0.00 | \$57.12 |

Payment Method: Direct Deposit

Received By: Joanne Choy

135

Receipt Copy

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 14/10/2021 9:04 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the **13/10/2021**, regarding your rented property **2 Short Street, Leichhardt, NSW, 2040**

A receipt of payment is available at the following link: [Receipt_22415.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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Trust Account Receipt

Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 13/10/2021
Receipt Completed: 14/10/2021
Receipt #: 22415

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|---|-------------------|---------------|-------------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Rent: | Rent from 26/10/2021 to 6/12/2021 - Effective Paid To* 6/12/2021 | \$4,500.00 | \$0.00 | \$4,500.00 |
| | | \$4,500.00 | \$0.00 | \$4,500.00 |

Payment Method: Direct Deposit

Received By: Joanne Choy

* This is the last day for which rent is fully paid.

Receipt Copy



Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 25/11/2021 9:35 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 24/11/2021, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt 23864.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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Trust Account Receipt

Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 24/11/2021
Receipt Completed: 25/11/2021
Receipt #: 23864

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|---|-------------------|---------------|-------------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Rent: | Rent from 7/12/2021 to 3/01/2022 Part Payment \$900.00 - Effective Paid To* 10/01/2022 | \$4,500.00 | \$0.00 | \$4,500.00 |
| | | \$4,500.00 | \$0.00 | \$4,500.00 |

Payment Method: Direct Deposit

Received By: Joanne Choy

* This is the last day for which rent is fully paid.

Receipt Copy



Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 10/12/2021 9:22 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 9/12/2021, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt_24403.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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Trust Account Receipt

Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 9/12/2021
Receipt Completed: 10/12/2021
Receipt #: 24403

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|--|-------------------|---------------|-------------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Rent: | Rent from 4/01/2022 to 14/02/2022 - Effective Paid To* 14/02/2022 | \$4,500.00 | \$0.00 | \$4,500.00 |
| | | \$4,500.00 | \$0.00 | \$4,500.00 |

Payment Method: Direct Deposit

Receipted By: Joanne Choy

* This is the last day for which rent is fully paid.

Receipt Copy

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 24/12/2021 10:03 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the **23/12/2021**, regarding your rented property **2 Short Street, Leichhardt, NSW, 2040**

A receipt of payment is available at the following link: [Receipt 24922.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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186 Enmore Road, Enmore, NSW 2042, AUSTRALIA
Ph: 02 9557 8883 Fax: 02 9557 8860
Belle Property Newtown (182-222 303196216)

Trust Account Receipt

Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 23/12/2021
Receipt Completed: 24/12/2021
Receipt #: 24922

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|--|-------------------|---------------|-------------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Rent: | Rent from 15/02/2022 to 25/04/2022 - Effective Paid To* 25/04/2022 | \$9,000.00 | \$0.00 | \$9,000.00 |
| | | \$9,000.00 | \$0.00 | \$9,000.00 |

Payment Method: Direct Deposit

Received By: Joanne Choy

* This is the last day for which rent is fully paid.

143

Receipt Copy



Category: Tenancy Invoice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Tenancy Invoice | 2 Short Street, Leichhardt, NSW, 2040 - 14/01/2022

Delivery Status: gsb@winning.com - Delivered

Created: 14/01/2022 2:02 PM

Dear Gary Steven,

Please view invoice applicable for your tenancy at property **2 Short Street, Leichhardt, NSW, 2040** available at the following link: [Invoice 45685.pdf](#)

Invoice Description: Water invoice period: 08/10/21 to 07/01/22. Meter reading (previous: 1526, current: 1531), total KL usage: 5, Water usage amount is \$11.90.

Refer to the above invoice for due date of payment.

If your regular rent payment method is via Direct Debit, the above invoice will be drawn on the due date as per the Tenancy Invoice

If a corresponding creditor invoice is available, please click on the following link to download a copy:

- [E753F614-6FD9-11EC-9.pdf](#)

Please don't hesitate to contact me if you have any questions.

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown





Tenancy Invoice: Gary Steven Benson

Gary Steven Benson
2 Short Street
LEICHHARDT NSW 2040
AUSTRALIA

Issued On: 14/01/2022
Due By: 4/02/2022
Tax Invoice #: 45685

Property: 2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

| Item # | Description | Amount Excl GST | GST | Amount Incl GST |
|--------|--|-----------------|--------|-----------------|
| 1 | Water invoice period: 08/10/21 to 07/01/22. Meter reading (previous: 1526, current: 1531), total KL usage: 5, Water usage amount is \$11.90. | \$11.90 | \$0.00 | \$11.90 |
| | | \$11.90 | \$0.00 | \$11.90 |

Tenancy – Statement of Outstanding Items

Statement as at 2:02 PM 14/01/2022

| # | Due | Description | Total Amount | Paid/Credited | Outstanding |
|--------------------|-----------|--|--------------|---------------|-------------|
| 45685 | 4/02/2022 | Water invoice period: 08/10/21 to 07/01/22. Meter reading (previous: 1526, current: 1531), total KL usage: 5, Water usage amount is \$11.90. | \$11.90 | \$0.00 | \$11.90 |
| Total Outstanding: | | | | | \$11.90 |

Held for Tenancy: \$0.00

Payment Advice

Account Name: Belle Property Newtown
BSB: 182-222
Account #: 303196216
Please include your Tenancy Reference in the funds transfer description : 100836

145

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 17/01/2022 9:07 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 14/01/2022, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt 25647.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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Trust Account Receipt

Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 14/01/2022
Receipt Completed: 17/01/2022
Receipt #: 25647

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|---|-------------|--------|--------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Invoice: | #45685 Water invoice period: 08/10/21 to 07/01/22. Meter reading (previous: 1526, current: 1531), total KL usage: 5, Water usage amount is \$11.90. | \$11.90 | \$0.00 | \$11.90 |
| | | \$11.90 | \$0.00 | \$11.90 |

Payment Method: Direct Deposit

Receipted By: Joanne Choy

127

Receipt Copy

Category: Tenancy Invoice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Tenancy Invoice | 2 Short Street, Leichhardt, NSW, 2040 - 13/04/2022

Delivery Status: gsb@winning.com - Delivered

Created: 13/04/2022 11:38 AM

Dear Gary Steven,

Please view invoice applicable for your tenancy at property **2 Short Street, Leichhardt, NSW, 2040** available at the following link: [Invoice 51383.pdf](#)

Invoice Description: Water invoice period: 08/01/22 to 11/04/22. Meter reading (previous: 1531, current: 1552), total KL usage: 21, Water usage amount is \$49.98.

Refer to the above invoice for due date of payment.

If your regular rent payment method is via Direct Debit, the above invoice will be drawn on the due date as per the Tenancy Invoice

If a corresponding creditor invoice is available, please click on the following link to download a copy:

- [49D23A0A-B9DE-11EC-8.pdf](#)

Please don't hesitate to contact me if you have any questions.

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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Tenancy Invoice: Gary Steven Benson

Gary Steven Benson
2 Short Street
LEICHHARDT NSW 2040
AUSTRALIA

Issued On: **13/04/2022**
Due By: **4/05/2022**
Tax Invoice #: **51383**

Property: 2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

| Item # | Description | Amount Excl GST | GST | Amount Incl GST |
|--------|---|-----------------|--------|-----------------|
| 1 | Water invoice period: 08/01/22 to 11/04/22. Meter reading (previous: 1531, current: 1552), total KL usage: 21, Water usage amount is \$49.98. | \$49.98 | \$0.00 | \$49.98 |
| | | \$49.98 | \$0.00 | \$49.98 |

Tenancy – Statement of Outstanding Items

Statement as at 11:38 AM 13/04/2022

| # | Due | Description | Total Amount | Paid/Credited | Outstanding |
|-------|-----------|---|--------------|--------------------|-------------|
| 51383 | 4/05/2022 | Water invoice period: 08/01/22 to 11/04/22. Meter reading (previous: 1531, current: 1552), total KL usage: 21, Water usage amount is \$49.98. | \$49.98 | \$0.00 | \$49.98 |
| | | | | Total Outstanding: | \$49.98 |

Held for Tenancy: \$0.00

Payment Advice

Account Name: Belle Property Newtown
BSB: 182-222
Account #: 303196216
Please include your Tenancy Reference in the funds transfer description : 100836

149

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 14/04/2022 8:31 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the **13/04/2022**, regarding your rented property **2 Short Street, Leichhardt, NSW, 2040**

A receipt of payment is available at the following link: [Receipt_28769.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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Trust Account Receipt

Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 13/04/2022
Receipt Completed: 14/04/2022
Receipt #: 28769

| Description | Amt Exc GST | GST | Amt Received |
|---------------|--|---------|--------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | |
| For Ownership | Jeremy Kinross (ID:1233) | | |
| Invoice: | #51383 Water invoice period: 08/01/22 to 11/04/22. Meter reading (previous: 1531, current: 1552), total KL usage: 21, Water usage amount is \$49.98. | \$49.98 | \$0.00 |
| | | \$49.98 | \$0.00 |
| | | | \$49.98 |

Payment Method: Direct Deposit

Receipted By: Tracey Nguyen

151

Receipt Copy

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 27/04/2022 8:53 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 26/04/2022, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt_29209.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Tim Koulyras

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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152



Trust Account Receipt

Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 26/04/2022
Receipt Completed: 27/04/2022
Receipt #: 29209

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|---|-------------|--------|--------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Rent: | Rent to 25/04/2022 | \$1,057.14 | \$0.00 | \$1,057.14 |
| | Part Payment \$1,057.14 - Effective Paid To* 3/05/2022 | | | |
| | | \$1,057.14 | \$0.00 | \$1,057.14 |

Payment Method: Direct Deposit

Receipted By: Tracey Nguyen

* This is the last day for which rent is fully paid.

Receipt Copy



Belle Property Newtown ABN 32 362 781 241

Corp. Licence Number: 1684384 Licensee Name & Number: Anthony Tripodi 1415475

Generated on 27/04/2022 8:53 AM

NCAT 2024/00468429, page 257 of 437

Category: Arrears Notice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: IMPORTANT: Rental Arrears Notice - 2 Short Street, Leichhardt - 3 Days

Delivery Status: gsb@winning.com - Delivered

Created: 8/05/2022 6:47 PM

Dear Gary Steven,

This is a gentle reminder informing you that your rent is **5** days in arrears with an outstanding amount of **\$742.86** in arrears.

You are effectively paid to and including the **3/05/2022**

Please ensure that you bring your rent amount outstanding up to date and in advance. Please review your tenancy agreement which will outline your responsibilities around rental payment obligations.

If you have already paid the amount in question then please disregard the notice.

Should you wish to discuss this matter, do not hesitate to contact the office on **02 9557 8883**.

Regards,

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

f in   

The logo for Belle Property, featuring the word "belle" in a large, white, lowercase sans-serif font, followed by the word "PROPERTY" in a smaller, white, uppercase sans-serif font. The text is set against a dark green rectangular background.

154

Category: Arrears Notice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: IMPORTANT: Rental Arrears Notice - 2 Short Street, Leichhardt - 7 Days

Delivery Status: gsb@winning.com - Delivered

Created: 10/05/2022 6:38 PM

Dear Gary Steven,

This is a second reminder informing you that your rent is **7** days in arrears, with an outstanding rent amount of **\$2,542.86**

You are effectively paid to and including the **3/05/2022**

Please ensure that you bring your rent amount outstanding up to date and in advance. Please review your tenancy agreement which will outline your responsibilities around rental payment obligations.

If you have already paid the amount in question then please disregard the notice.

Should you wish to discuss this matter, do not hesitate to contact the office on **02 9557 8883**.

Kind regards,

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown



155

Category: Arrears Notice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: IMPORTANT: Rental Arrears Notice - 2 Short Street, Leichhardt - 10 Days

Delivery Status: gsb@winning.com - Delivered

Created: 13/05/2022 6:37 PM

Dear Gary Steven,

This is your third reminder informing you that your rent is **10** days in arrears, with an outstanding rent amount of **\$2,542.86**

You are effectively paid to and including the **3/05/2022**

Please ensure that you bring your rent amount outstanding up to date and in advance. Please review your tenancy agreement which will outline your responsibilities around rental payment obligations.

As per the residential tenancies act, the landlord is in the position to issue a termination notice on the 14th day after rent is due on the basis of non-payment of rent, to avoid this, we highly recommend that you contact your property manager to enter into a payment plan or discuss alternate solutions for payment of rent.

If you have already paid the amount in question then please disregard the notice.

Should you wish to discuss this matter, do not hesitate to contact the office on **02 9557 8883**.

Regards,

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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Category: Arrears Notice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Fourth Arrears Notice for 2 Short Street, Leichhardt

Delivery Status: gsb@winning.com - Delivered

Created: 15/05/2022 6:44 PM

Dear Gary Steven,

This is your fourth & final notice in relation to your overdue rental. You are now **12** days in arrears, with an outstanding rent amount of **\$2,542.86**

You are effectively paid to and including the **3/05/2022**

As per the residential tenancies act, the landlord is in the position to issue a Notice of Termination based on non-payment date beyond a 14 day period, please ensure you are in contact with your property manager to discuss alternate options and/or a payment plan.

A further reminder will NOT be sent out.

Should you wish to discuss this matter, do not hesitate to contact the office on 02 9557 8883.

Regards,

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

f in   

The logo for Belle Property, featuring the word "belle" in a large, white, lowercase sans-serif font, followed by the word "PROPERTY" in a smaller, white, uppercase sans-serif font. The text is set against a dark green rectangular background.

57

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 24/05/2022 8:42 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 23/05/2022, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt 30191.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Tim Koulyras

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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Trust Account Receipt

Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 23/05/2022
Receipt Completed: 24/05/2022
Receipt #: 30191

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|---|-------------------|---------------|-------------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Rent: | Rent from 26/04/2022 to 9/05/2022 Part Payment \$1,071.43 - Effective Paid To* 17/05/2022 | \$1,814.29 | \$0.00 | \$1,814.29 |
| | | \$1,814.29 | \$0.00 | \$1,814.29 |

Payment Method: Direct Deposit

Receipted By: Tracey Nguyen

* This is the last day for which rent is fully paid.

Receipt Copy



Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 25/05/2022 8:41 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the **24/05/2022**, regarding your rented property **2 Short Street, Leichhardt, NSW, 2040**

A receipt of payment is available at the following link: [Receipt_30210.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Tim Koulyras

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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1/60



Trust Account Receipt
Tenancy Receipt

| | | | |
|-----------------------|--|---------------------------|------------|
| Received From: | Gary Steven Benson on behalf of Gary Steven Benson (ID:100836) | Money Received: | 24/05/2022 |
| | | Receipt Completed: | 25/05/2022 |
| | 2 Short Street, Leichhardt, NSW 2040, AUSTRALIA | Receipt #: | 30210 |

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|--|-----------------|---------------|-----------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Rent: | Rent from 24/05/2022 to 29/05/2022 - Effective Paid To* 29/05/2022 | \$128.57 | \$0.00 | \$128.57 |
| | | \$128.57 | \$0.00 | \$128.57 |

Payment Method: Direct Deposit

Receipted By: Tracey Nguyen

161

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 30/05/2022 8:55 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the **27/05/2022**, regarding your rented property **2 Short Street, Leichhardt, NSW, 2040**

A receipt of payment is available at the following link: [Receipt 30390.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Tim Koulyras

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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162



Trust Account Receipt
Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 27/05/2022
Receipt Completed: 30/05/2022
Receipt #: 30390

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|--------------------------------|-------------|--------|--------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Held: | Past Vacate Overpaid rent | \$9,000.00 | \$0.00 | \$9,000.00 |
| | | \$9,000.00 | \$0.00 | \$9,000.00 |

Payment Method: Direct Deposit

Received By: Tracey Nguyen

163

Category: Tenancy Invoice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Tenancy Invoice | 2 Short Street, Leichhardt, NSW, 2040 - 11/07/2022

Delivery Status: gsb@winning.com - Delivered

Created: 11/07/2022 2:37 PM

Dear Gary Steven,

Please view invoice applicable for your tenancy at property **2 Short Street, Leichhardt, NSW, 2040** available at the following link: [Invoice 57310.pdf](#)

Invoice Description: Water invoice period: 12/04/2022 to 07/07/2022. Meter reading (previous: 1552, current: 1563), total KL usage: 11, Water usage amount is \$26.18

Refer to the above invoice for due date of payment.

If your regular rent payment method is via Direct Debit, the above invoice will be drawn on the due date as per the Tenancy Invoice

If a corresponding creditor invoice is available, please click on the following link to download a copy:

- [eaff2016c917cd51f5d2.pdf](#)

Please don't hesitate to contact me if you have any questions.

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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16A



Tenancy Invoice: Gary Steven Benson

Gary Steven Benson
2 Short Street
LEICHHARDT NSW 2040
AUSTRALIA

Issued On: **11/07/2022**
Due By: **1/08/2022**
Tax Invoice #: **57310**

Property: 2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

| Item # | Description | Amount Excl GST | GST | Amount Incl GST |
|--------|---|-----------------|--------|-----------------|
| 1 | Water invoice period: 12/04/2022 to 07/07/2022. Meter reading (previous: 1552, current: 1563), total KL usage: 11, Water usage amount is \$26.18 | \$26.18 | \$0.00 | \$26.18 |
| | | \$26.18 | \$0.00 | \$26.18 |

Tenancy – Statement of Outstanding Items

Statement as at 2:37 PM 11/07/2022

| # | Due | Description | Total Amount | Paid/Credited | Outstanding |
|--------------------|-----------|--|--------------|---------------|-------------|
| 57310 | 1/08/2022 | Water invoice period: 12/04/2022 to 07/07/2022. Meter reading (previous: 1552, current: 1563), total KL usage: 11, Water usage amount is \$26.18 | \$26.18 | \$0.00 | \$26.18 |
| Total Outstanding: | | | | | \$26.18 |

Held for Tenancy: \$0.00

Payment Advice

Account Name: Belle Property Newtown
BSB: 182-222
Account #: 303196216
Please include your Tenancy Reference in the funds transfer description : 100836

165

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 25/07/2022 8:02 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 22/07/2022, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt_32407.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking instution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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Trust Account Receipt

Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)

Money Received: 22/07/2022

Receipt Completed: 25/07/2022

2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Receipt #: 32407

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|---|----------------|---------------|----------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Invoice: | #57310 Water invoice period: 12/04/2022 to 07/07/2022. Meter reading (previous: 1552, current: 1563), total KL usage: 11, Water usage amount is \$26.18 | \$26.18 | \$0.00 | \$26.18 |
| | | \$26.18 | \$0.00 | \$26.18 |

Payment Method: Direct Deposit

Receipted By: Tracey Nguyen

Receipt Copy

Category: Arrears Notice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: IMPORTANT: Rental Arrears Notice - 2 Short Street, Leichhardt - 3 Days

Delivery Status: gsb@winning.com - Delivered

Created: 2/08/2022 6:27 PM

Dear Gary Steven,

This is a gentle reminder informing you that your rent is **5** days in arrears with an outstanding amount of **\$2,200.00** in arrears.

You are effectively paid to and including the **28/07/2022**

Please ensure that you bring your rent amount outstanding up to date and in advance. Please review your tenancy agreement which will outline your responsibilities around rental payment obligations.

If you have already paid the amount in question then please disregard the notice.

Should you wish to discuss this matter, do not hesitate to contact the office on **02 9557 8883**.

Regards,

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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168

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 4/08/2022 8:43 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 3/08/2022, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt 32805.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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Trust Account Receipt

Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 3/08/2022
Receipt Completed: 4/08/2022
Receipt #: 32805

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|---|-------------------|---------------|-------------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Rent: | Rent from 19/07/2022 to 1/08/2022 Part Payment \$1,400.00 - Effective Paid To* 11/08/2022 | \$1,800.00 | \$0.00 | \$1,800.00 |
| | | \$1,800.00 | \$0.00 | \$1,800.00 |

Payment Method: Direct Deposit

Received By: Tracey Nguyen

* This is the last day for which rent is fully paid.

Receipt Copy



Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 23/08/2022 8:59 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 22/08/2022, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt_33508.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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171



186 Enmore Road, Enmore, NSW 2042, AUSTRALIA
Ph: 02 9557 8883 Fax: 02 9557 8860
Belle Property Newtown (182-222 303196216)

Trust Account Receipt

Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 22/08/2022
Receipt Completed: 23/08/2022
Receipt #: 33508

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|--|-------------------|---------------|-------------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Rent: | Rent from 16/08/2022 to 29/08/2022 Part Payment \$514.28 - Effective Paid To* 1/09/2022 | \$1,542.85 | \$0.00 | \$1,542.85 |
| | | \$1,542.85 | \$0.00 | \$1,542.85 |

Payment Method: Direct Deposit

Received By: Tracey Nguyen

* This is the last day for which rent is fully paid.

Receipt Copy



Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 23/08/2022 8:59 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 22/08/2022, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt_33508.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

f in   



173



186 Enmore Road, Enmore, NSW 2042, AUSTRALIA
Ph: 02 9557 8883 Fax: 02 9557 8860
Belle Property Newtown (182-222 303196216)

Trust Account Receipt

Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 22/08/2022
Receipt Completed: 23/08/2022
Receipt #: 33508

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|--|-------------------|---------------|-------------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Rent: | Rent from 16/08/2022 to 29/08/2022 Part Payment \$514.28 - Effective Paid To* 1/09/2022 | \$1,542.85 | \$0.00 | \$1,542.85 |
| | | \$1,542.85 | \$0.00 | \$1,542.85 |

Payment Method: Direct Deposit

Received By: Tracey Nguyen

* This is the last day for which rent is fully paid.

Receipt Copy



Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 1/09/2022 9:04 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 31/08/2022, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt_33817.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

f in   



175



186 Enmore Road, Enmore, NSW 2042, AUSTRALIA
Ph: 02 9557 8883 Fax: 02 9557 8860
Belle Property Newtown (182-222 303196216)

Trust Account Receipt

Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 31/08/2022
Receipt Completed: 1/09/2022
Receipt #: 33817

| Description | Amt Exc GST | GST | Amt Received |
|--|--|-----------------------|--------------------|
| For Tenancy For Ownership | Gary Steven Benson (ID:100836) Jeremy Kinross (ID:1233) | | |
| Rent: | Rent from 30/08/2022 to 13/03/2023 Part Payment \$1,314.28 - Effective Paid To* 23/03/2023 | \$26,000.00 \$0.00 | \$26,000.00 |
| | | \$26,000.00 | \$26,000.00 |

Payment Method: Direct Deposit

Received By: Tracey Nguyen

176

* This is the last day for which rent is fully paid.

Receipt Copy



Belle Property Newtown ABN 32 362 781 241
Corp. Licence Number: 1684384 Licensee Name & Number: Anthony Tripodi 1015475

Generated on 1/09/2022 9:04 AM

NCAT 2024/00468429, page 280 of 437

Category: Tenancy Invoice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Tenancy Invoice | 2 Short Street, Leichhardt, NSW, 2040 - 10/10/2022

Delivery Status: gsb@winning.com - Delivered

Created: 10/10/2022 9:31 AM

Dear Gary Steven,

Please view invoice applicable for your tenancy at property **2 Short Street, Leichhardt, NSW, 2040** available at the following link: [Invoice 63279.pdf](#)

Invoice Description: Water invoice period: 08/07/22 to 05/10/22. Meter reading (previous: 0, current: 10), total KL usage: 10, Water usage amount is \$25.00.

Refer to the above invoice for due date of payment.

If your regular rent payment method is via Direct Debit, the above invoice will be drawn on the due date as per the Tenancy Invoice

If a corresponding creditor invoice is available, please click on the following link to download a copy:

- [6495FB81DAC0E4AA7498.pdf](#)

Please don't hesitate to contact me if you have any questions.

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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Tenancy Invoice: Gary Steven Benson

Gary Steven Benson
2 Short Street
LEICHHARDT NSW 2040
AUSTRALIA

Issued On: **10/10/2022**
Due By: **31/10/2022**
Tax Invoice #: **63279**

Property: 2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

| Item # | Description | Amount Excl GST | GST | Amount Incl GST |
|--------|--|-----------------|--------|-----------------|
| 1 | Water invoice period: 08/07/22 to 05/10/22. Meter reading (previous: 0, current: 10), total KL usage: 10, Water usage amount is \$25.00. | \$25.00 | \$0.00 | \$25.00 |
| | | \$25.00 | \$0.00 | \$25.00 |

Tenancy – Statement of Outstanding Items

Statement as at 9:31 AM 10/10/2022

| # | Due | Description | Total Amount | Paid/Credited | Outstanding |
|-------|------------|--|--------------------|---------------|-------------|
| 63279 | 31/10/2022 | Water invoice period: 08/07/22 to 05/10/22. Meter reading (previous: 0, current: 10), total KL usage: 10, Water usage amount is \$25.00. | \$25.00 | \$0.00 | \$25.00 |
| | | | Total Outstanding: | | \$25.00 |

Held for Tenancy: \$0.00

Payment Advice

Account Name: Belle Property Newtown
BSB: 182-222
Account #: 303196216
Please include your Tenancy Reference in the funds transfer description : 100836

ms

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 11/10/2022 7:26 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 10/10/2022, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt_35298.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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belle PROPERTY



186 Enmore Road, Enmore, NSW 2042, AUSTRALIA
Ph: 02 9557 8883 Fax: 02 9557 8860
Belle Property Newtown (182-222 303196216)

Trust Account Receipt

Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA
Money Received: 10/10/2022
Receipt Completed: 11/10/2022
Receipt #: 35298

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|---|-------------|--------|--------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Invoice: | #63279 Water invoice period: 08/07/22 to 05/10/22. Meter reading (previous: 0, current: 10), total KL usage: 10, Water usage amount is \$25.00. | \$25.00 | \$0.00 | \$25.00 |
| | | \$25.00 | \$0.00 | \$25.00 |

Payment Method: Direct Deposit

Received By: Lorelle Ursino

145

Receipt Copy



Category: Tenancy Invoice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Tenancy Invoice | 2 Short Street, Leichhardt, NSW, 2040 - 9/01/2023

Delivery Status: gsb@winning.com - Delivered

Created: 9/01/2023 9:35 AM

Dear Gary Steven,

Please view invoice applicable for your tenancy at property **2 Short Street, Leichhardt, NSW, 2040** available at the following link: [Invoice 68949.pdf](#)

Invoice Description: Water invoice period: 06/10/22 to 05/01/23. Meter reading (previous: 10, current: 25), total KL usage: 15, Water usage amount is \$37.50.

Refer to the above invoice for due date of payment.

If your regular rent payment method is via Direct Debit, the above invoice will be drawn on the due date as per the Tenancy Invoice

If a corresponding creditor invoice is available, please click on the following link to download a copy:

- [76CE9C04-8D1B-11ED-9.pdf](#)

Please don't hesitate to contact me if you have any questions.

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown





Tenancy Invoice: Gary Steven Benson

Gary Steven Benson
2 Short Street
LEICHHARDT NSW 2040
AUSTRALIA

Issued On: 9/01/2023
Due By: 30/01/2023
Tax Invoice #: 68949

Property: 2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

| Item # | Description | Amount Excl GST | GST | Amount Incl GST |
|--------|---|-----------------|--------|-----------------|
| 1 | Water invoice period: 06/10/22 to 05/01/23. Meter reading (previous: 10, current: 25), total KL usage: 15, Water usage amount is \$37.50. | \$37.50 | \$0.00 | \$37.50 |
| | | \$37.50 | \$0.00 | \$37.50 |

Tenancy – Statement of Outstanding Items

Statement as at 9:35 AM 9/01/2023

| # | Due | Description | Total Amount | Paid/Credited | Outstanding |
|-------|------------|---|--------------------|---------------|-------------|
| 68949 | 30/01/2023 | Water invoice period: 06/10/22 to 05/01/23. Meter reading (previous: 10, current: 25), total KL usage: 15, Water usage amount is \$37.50. | \$37.50 | \$0.00 | \$37.50 |
| | | | Total Outstanding: | | \$37.50 |

Held for Tenancy: \$0.00

Payment Advice

Account Name: Belle Property Newtown
BSB: 182-222
Account #: 303196216
Please include your Tenancy Reference in the funds transfer description : 100836

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 10/01/2023 8:36 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 9/01/2023, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt 38616.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

f in   



belle PROPERTY



Trust Account Receipt
Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
Money Received: 9/01/2023
Receipt Completed: 10/01/2023
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA
Receipt #: 38616

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|--|-------------|--------|--------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Invoice: | #68949 Water invoice period: 06/10/22 to 05/01/23. Meter reading (previous: 10, current: 25), total KL usage: 15, Water usage amount is \$37.50. | \$37.50 | \$0.00 | \$37.50 |
| | | \$37.50 | \$0.00 | \$37.50 |

Payment Method: Direct Deposit

Received By: TCS Admin

194

Receipt Copy



Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 23/02/2023 9:09 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 22/02/2023, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt 40200.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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belle PROPERTY



Trust Account Receipt
Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836) **Money Received:** 22/02/2023
Receipt Completed: 23/02/2023
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA **Receipt #:** 40200

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|---|-------------|--------|--------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Rent: | Rent from 14/03/2023 to 22/05/2023 | \$9,000.00 | \$0.00 | \$9,000.00 |
| | Part Payment \$1,314.28 - Effective Paid To* 1/06/2023 | | | |
| | | \$9,000.00 | \$0.00 | \$9,000.00 |

Payment Method: Direct Deposit

Received By: TCS Admin

* This is the last day for which rent is fully paid.



Category: Tenancy Invoice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Tenancy Invoice | 2 Short Street, Leichhardt, NSW, 2040 - 11/04/2023

Delivery Status: gsb@winning.com - Delivered

Created: 11/04/2023 12:10 PM

Dear Gary Steven,

Please view invoice applicable for your tenancy at property **2 Short Street, Leichhardt, NSW, 2040** available at the following link: [Invoice 74451.pdf](#)

Invoice Description: Water invoice period: 06/01/23 to 06/04/23. Meter reading (previous: 25, current: 36), total KL usage: 11, Water usage amount is \$27.50.

Refer to the above invoice for due date of payment.

If your regular rent payment method is via Direct Debit, the above invoice will be drawn on the due date as per the Tenancy Invoice

If a corresponding creditor invoice is available, please click on the following link to download a copy:

- [Bill11042023_095847A.pdf](#)

Please don't hesitate to contact me if you have any questions.

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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belle PROPERTY

Tenancy Invoice: Gary Steven Benson

Gary Steven Benson
2 Short Street
LEICHHARDT NSW 2040
AUSTRALIA

Issued On: **11/04/2023**
Due By: **2/05/2023**
Tax Invoice #: **74451**

Property: 2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

| Item # | Description | Amount Excl GST | GST | Amount Incl GST |
|--------|---|-----------------|--------|-----------------|
| 1 | Water invoice period: 06/01/23 to 06/04/23. Meter reading (previous: 25, current: 36), total KL usage: 11, Water usage amount is \$27.50. | \$27.50 | \$0.00 | \$27.50 |
| | | \$27.50 | \$0.00 | \$27.50 |

Tenancy – Statement of Outstanding Items

Statement as at 12:10 PM 11/04/2023

| # | Due | Description | Total Amount | Paid/Credited | Outstanding |
|-------|-----------|---|--------------------|---------------|-------------|
| 74451 | 2/05/2023 | Water invoice period: 06/01/23 to 06/04/23. Meter reading (previous: 25, current: 36), total KL usage: 11, Water usage amount is \$27.50. | \$27.50 | \$0.00 | \$27.50 |
| | | | Total Outstanding: | | \$27.50 |

Held for Tenancy: \$0.00

Payment Advice

Account Name: Belle Property Newtown
BSB: 182-222
Account #: 303196216
Please include your Tenancy Reference in the funds transfer description : 100836

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 12/04/2023 9:25 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the **11/04/2023**, regarding your rented property **2 Short Street, Leichhardt, NSW, 2040**

A receipt of payment is available at the following link: [Receipt 41892.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

f in   



199



Trust Account Receipt
Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA
Money Received: 11/04/2023
Receipt Completed: 12/04/2023
Receipt #: 41892

| Description | Amt Exc GST | GST | Amt Received |
|---------------|--|---------|--------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | |
| For Ownership | Jeremy Kinross (ID:1233) | | |
| Invoice: | #74451 Water invoice period: 06/01/23 to 06/04/23. Meter reading (previous: 25, current: 36), total KL usage: 11, Water usage amount is \$27.50. | \$27.50 | \$0.00 |
| | | \$27.50 | \$27.50 |

Payment Method: Direct Deposit

Received By: TCS Admin

190

Receipt Copy

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 4/05/2023 8:57 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 3/05/2023, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt_42695.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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Trust Account Receipt
Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 3/05/2023
Receipt Completed: 4/05/2023
Receipt #: 42695

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|--|-------------|--------|--------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Rent: | Rent from 23/05/2023 to 31/07/2023 | \$9,000.00 | \$0.00 | \$9,000.00 |
| | Part Payment \$1,314.28 - Effective Paid To* 10/08/2023 | | | |
| | | \$9,000.00 | \$0.00 | \$9,000.00 |

Payment Method: Direct Deposit

Received By: TCS Admin

192



Category: Tenancy Invoice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Tenancy Invoice | 2 Short Street, Leichhardt, NSW, 2040 - 6/07/2023

Delivery Status: gsb@winning.com - Delivered

Created: 6/07/2023 7:39 AM

Dear Gary Steven,

Please view invoice applicable for your tenancy at property 2 Short Street, Leichhardt, NSW, 2040 available at the following link: [Invoice_80158.pdf](#)

Invoice Description: Water invoice period: 07/04/23 to 04/07/23. Meter reading (previous: 36, current: 64), total KL usage: 28, Water usage amount is \$70.34.

Refer to the above invoice for due date of payment.

If your regular rent payment method is via Direct Debit, the above invoice will be drawn on the due date as per the Tenancy Invoice

If a corresponding creditor invoice is available, please click on the following link to download a copy:

- [Bill05072023_012223P.pdf](#)

Please don't hesitate to contact me if you have any questions.

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

f in   





Tenancy Invoice: Gary Steven Benson

Gary Steven Benson
2 Short Street
LEICHHARDT NSW 2040
AUSTRALIA

Issued On: **6/07/2023**
Due By: **27/07/2023**
Tax Invoice #: **80158**

Property: 2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

| Item # | Description | Amount Excl GST | GST | Amount Incl GST |
|--------|---|-----------------|--------|-----------------|
| 1 | Water invoice period: 07/04/23 to 04/07/23. Meter reading (previous: 36, current: 64), total KL usage: 28, Water usage amount is \$70.34. | \$70.34 | \$0.00 | \$70.34 |
| | | \$70.34 | \$0.00 | \$70.34 |

Tenancy – Statement of Outstanding Items

Statement as at 7:39 AM 6/07/2023

| # | Due | Description | Total Amount | Paid/Credited | Outstanding |
|-------|------------|---|--------------------|---------------|-------------|
| 80158 | 27/07/2023 | Water invoice period: 07/04/23 to 04/07/23. Meter reading (previous: 36, current: 64), total KL usage: 28, Water usage amount is \$70.34. | \$70.34 | \$0.00 | \$70.34 |
| | | | Total Outstanding: | | \$70.34 |

Held for Tenancy: \$0.00

Payment Advice

Account Name: Belle Property Newtown
BSB: 182-222
Account #: 303196216
Please include your Tenancy Reference in the funds transfer description : 100836

194

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 7/07/2023 9:01 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the **6/07/2023**, regarding your rented property **2 Short Street, Leichhardt, NSW, 2040**

A receipt of payment is available at the following link: [Receipt 44964.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

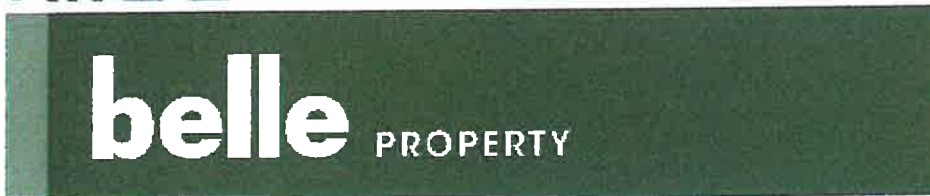
Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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Trust Account Receipt
Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA
Money Received: 6/07/2023
Receipt Completed: 7/07/2023
Receipt #: 44964

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|--|-------------|--------|--------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Invoice: | #80158 Water invoice period: 07/04/23 to 04/07/23. Meter reading (previous: 36, current: 64), total KL usage: 28, Water usage amount is \$70.34. | \$70.34 | \$0.00 | \$70.34 |
| | | \$70.34 | \$0.00 | \$70.34 |

Payment Method: Direct Deposit
Receipted By: TCS Admin

19/6

Receipt Copy



Category: Arrears Notice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: IMPORTANT: Rental Arrears Notice - 2 Short Street, Leichhardt - 3 Days

Delivery Status: gsb@winning.com - Delivered

Created: 11/07/2023 6:31 PM

Dear Gary Steven,

This is a gentle reminder informing you that your rent is **5** days in arrears with an outstanding amount of **\$2,000.01** in arrears.

You are effectively paid to and including the **6/07/2023**

Please ensure that you bring your rent amount outstanding up to date and in advance. Please review your tenancy agreement which will outline your responsibilities around rental payment obligations.

If you have already paid the amount in question then please disregard the notice.

Should you wish to discuss this matter, do not hesitate to contact the office on **02 9557 8883**.

Regards,

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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Category: Arrears Notice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: IMPORTANT: Rental Arrears Notice - 2 Short Street, Leichhardt - 7 Days

Delivery Status: gsb@winning.com - Delivered

Created: 13/07/2023 6:32 PM

Dear Gary Steven,

This is a second reminder informing you that your rent is **7** days in arrears, with an outstanding rent amount of **\$2,000.01**

You are effectively paid to and including the **6/07/2023**

Please ensure that you bring your rent amount outstanding up to date and in advance. Please review your tenancy agreement which will outline your responsibilities around rental payment obligations.

If you have already paid the amount in question then please disregard the notice.

Should you wish to discuss this matter, do not hesitate to contact the office on **02 9557 8883**.

Kind regards,

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

f in   



198

Category: Arrears Notice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: IMPORTANT: Rental Arrears Notice - 2 Short Street, Leichhardt - 10 Days

Delivery Status: gsb@winning.com - Delivered

Created: 16/07/2023 6:40 PM

Dear Gary Steven,

This is your third reminder informing you that your rent is **10** days in arrears, with an outstanding rent amount of **\$2,000.01**

You are effectively paid to and including the **6/07/2023**

Please ensure that you bring your rent amount outstanding up to date and in advance. Please review your tenancy agreement which will outline your responsibilities around rental payment obligations.

As per the residential tenancies act, the landlord is in the position to issue a termination notice on the 14th day after rent is due on the basis of non-payment of rent, to avoid this, we highly recommend that you contact your property manager to enter into a payment plan or discuss alternate solutions for payment of rent.

If you have already paid the amount in question then please disregard the notice.

Should you wish to discuss this matter, do not hesitate to contact the office on **02 9557 8883**.

Regards,

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown



199

Category: Arrears Notice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Fourth Arrears Notice for 2 Short Street, Leichhardt

Delivery Status: gsb@winning.com - Delivered

Created: 18/07/2023 6:29 PM

Dear Gary Steven,

This is your fourth & final notice in relation to your overdue rental. You are now **12** days in arrears, with an outstanding rent amount of **\$2,000.01**

You are effectively paid to and including the **6/07/2023**

As per the residential tenancies act, the landlord is in the position to issue a Notice of Termination based on non-payment date beyond a 14 day period, please ensure you are in contact with your property manager to discuss alternate options and/or a payment plan.

A further reminder will NOT be sent out.

Should you wish to discuss this matter, do not hesitate to contact the office on 02 9557 8883.

Regards,

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown



Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 5/09/2023 12:08 PM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the **5/09/2023**, regarding your rented property **2 Short Street, Leichhardt, NSW, 2040**

A receipt of payment is available at the following link: [Receipt 47050.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown





Trust Account Receipt

Tenancy Receipt

Received From: Funds assigned from Unknown Funds to Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 5/09/2023
Receipt Completed: 5/09/2023
Receipt #: 47050

| Description | Amt Exc GST | GST | Amt Received |
|------------------------------|--|----------------------|--------------|
| For Tenancy For Ownership | Gary Steven Benson (ID:100836) Jeremy Kinross (ID:1233) | | |
| Rent: | Rent from 24/06/2023 to 18/08/2023 Part Payment \$1,299.99 - Effective Paid To* 27/08/2023 | \$7,300.00 \$0.00 | \$7,300.00 |
| | \$7,300.00 | \$0.00 | \$7,300.00 |

Payment Method: Direct Deposit

Received By: Lorelle Ursino

* This is the last day for which rent is fully paid.

Receipt Copy

Category: Arrears Notice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: IMPORTANT: Rental Arrears Notice - 2 Short Street, Leichhardt - 10 Days

Delivery Status: gsb@winning.com - Delivered

Created: 6/09/2023 6:33 PM

Dear Gary Steven,

This is your third reminder informing you that your rent is **10** days in arrears, with an outstanding rent amount of **\$2,700.01**

You are effectively paid to and including the **27/08/2023**

Please ensure that you bring your rent amount outstanding up to date and in advance. Please review your tenancy agreement which will outline your responsibilities around rental payment obligations.

As per the residential tenancies act, the landlord is in the position to issue a termination notice on the 14th day after rent is due on the basis of non-payment of rent, to avoid this, we highly recommend that you contact your property manager to enter into a payment plan or discuss alternate solutions for payment of rent.

If you have already paid the amount in question then please disregard the notice.

Should you wish to discuss this matter, do not hesitate to contact the office on **02 9557 8883**.

Regards,

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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283

Category: Arrears Notice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Fourth Arrears Notice for 2 Short Street, Leichhardt

Delivery Status: gsb@winning.com - Delivered

Created: 8/09/2023 6:33 PM

Dear Gary Steven,

This is your fourth & final notice in relation to your overdue rental. You are now **12** days in arrears, with an outstanding rent amount of **\$2,700.01**

You are effectively paid to and including the **27/08/2023**

As per the residential tenancies act, the landlord is in the position to issue a Notice of Termination based on non-payment date beyond a 14 day period, please ensure you are in contact with your property manager to discuss alternate options and/or a payment plan.

A further reminder will NOT be sent out.

Should you wish to discuss this matter, do not hesitate to contact the office on 02 9557 8883.

Regards,

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown



204

Category: Tenancy Invoice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Tenancy Invoice | 2 Short Street, Leichhardt, NSW, 2040 - 9/10/2023

Delivery Status: gsb@winning.com - Delivered

Created: 9/10/2023 9:17 AM

Dear Gary Steven,

Please view invoice applicable for your tenancy at property **2 Short Street, Leichhardt, NSW, 2040** available at the following link: [Invoice 85497.pdf](#)

Invoice Description: Water invoice period: 05/07/23 to 06/10/23. Meter reading (previous: 64, current: 93), total KL usage: 29, Water usage amount is \$77.43.

Refer to the above invoice for due date of payment.

If your regular rent payment method is via Direct Debit, the above invoice will be drawn on the due date as per the Tenancy Invoice

If a corresponding creditor invoice is available, please click on the following link to download a copy:

- [Bill09102023_062735A.pdf](#)

Please don't hesitate to contact me if you have any questions.

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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Tenancy Invoice: Gary Steven Benson

Gary Steven Benson
2 Short Street
LEICHHARDT NSW 2040
AUSTRALIA

Issued On: **9/10/2023**
Due By: **30/10/2023**
Tax Invoice #: **85497**

Property: 2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

| Item # | Description | Amount Excl GST | GST | Amount Incl GST |
|--------|---|-----------------|--------|-----------------|
| 1 | Water invoice period: 05/07/23 to 06/10/23. Meter reading (previous: 64, current: 93), total KL usage: 29, Water usage amount is \$77.43. | \$77.43 | \$0.00 | \$77.43 |
| | | \$77.43 | \$0.00 | \$77.43 |

Tenancy – Statement of Outstanding Items

Statement as at 9:17 AM 9/10/2023

| # | Due | Description | Total Amount | Paid/Credited | Outstanding |
|-------|------------|---|--------------------|---------------|-------------|
| 85497 | 30/10/2023 | Water invoice period: 05/07/23 to 06/10/23. Meter reading (previous: 64, current: 93), total KL usage: 29, Water usage amount is \$77.43. | \$77.43 | \$0.00 | \$77.43 |
| | | | Total Outstanding: | | \$77.43 |

Held for Tenancy: \$0.00

Payment Advice

Account Name: Belle Property Newtown
BSB: 182-222
Account #: 303196216
Please include your Tenancy Reference in the funds transfer description : 100836

206

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 10/10/2023 8:07 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 9/10/2023, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt 48221.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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167



Trust Account Receipt
Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
Money Received: 9/10/2023
Receipt Completed: 10/10/2023
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA
Receipt #: 48221

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|--|-------------|--------|--------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Invoice: | #85497 Water invoice period: 05/07/23 to 06/10/23. Meter reading (previous: 64, current: 93), total KL usage: 29, Water usage amount is \$77.43. | \$77.43 | \$0.00 | \$77.43 |
| | | \$77.43 | \$0.00 | \$77.43 |

Payment Method: Direct Deposit
Received By: TCS Invoices

204

Receipt Copy

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 12/10/2023 1:59 PM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 12/10/2023, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt 48314.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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Trust Account Receipt
Tenancy Receipt

Received From: Funds assigned from Unknown Funds to Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)
2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 12/10/2023
Receipt Completed: 12/10/2023
Receipt #: 48314

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|--|-------------|--------|--------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Rent: | Rent from 19/08/2023 to 15/09/2023 Part Payment \$1,799.99 - Effective Paid To* 27/09/2023 | \$4,500.00 | \$0.00 | \$4,500.00 |
| | | \$4,500.00 | \$0.00 | \$4,500.00 |

Payment Method: Direct Deposit

Received By: Lorelle Ursino

* This is the last day for which rent is fully paid.



Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 21/11/2023 12:33 PM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 21/11/2023, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt_49683.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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186 Enmore Road, Enmore, NSW 2042, AUSTRALIA
Ph: 02 9557 8883 Fax: 02 9557 8860
Belle Property Newtown (182-222 303196216)

Trust Account Receipt

Tenancy Receipt

| | | | |
|-----------------------|---|---------------------------|------------|
| Received From: | Funds assigned from Unknown Funds to Gary Steven Benson on behalf of Gary Steven Benson (ID:100836) | Money Received: | 21/11/2023 |
| | 2 Short Street, Leichhardt, NSW 2040, AUSTRALIA | Receipt Completed: | 21/11/2023 |
| | | Receipt #: | 49683 |

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|---|-------------------|---------------|-------------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Rent: | Rent from 16/09/2023 to 24/11/2023 Part Payment \$799.99 - Effective Paid To* 29/11/2023 | \$9,000.00 | \$0.00 | \$9,000.00 |
| | | \$9,000.00 | \$0.00 | \$9,000.00 |

Payment Method: Direct Deposit

Received By: Lorelle Ursino

* This is the last day for which rent is fully paid.

Receipt Copy



Category: Arrears Notice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: IMPORTANT: Rental Arrears Notice - 2 Short Street, Leichhardt - 3 Days

Delivery Status: gsb@winning.com - Delivered

Created: 4/12/2023 6:39 PM

Dear Gary Steven,

This is a gentle reminder informing you that your rent is **5** days in arrears with an outstanding amount of **\$1,200.01** in arrears.

You are effectively paid to and including the **29/11/2023**

Please ensure that you bring your rent amount outstanding up to date and in advance. Please review your tenancy agreement which will outline your responsibilities around rental payment obligations.

If you have already paid the amount in question then please disregard the notice.

Should you wish to discuss this matter, do not hesitate to contact the office on **02 9557 8883**.

Regards,

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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253

Category: Arrears Notice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: IMPORTANT: Rental Arrears Notice - 2 Short Street, Leichhardt - 7 Days

Delivery Status: gsb@winning.com - Delivered

Created: 6/12/2023 6:32 PM

Dear Gary Steven,

This is a second reminder informing you that your rent is **7** days in arrears, with an outstanding rent amount of **\$1,200.01**

You are effectively paid to and including the **29/11/2023**

Please ensure that you bring your rent amount outstanding up to date and in advance. Please review your tenancy agreement which will outline your responsibilities around rental payment obligations.

If you have already paid the amount in question then please disregard the notice.

Should you wish to discuss this matter, do not hesitate to contact the office on **02 9557 8883**.

Kind regards,

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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214

Category: Arrears Notice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: IMPORTANT: Rental Arrears Notice - 2 Short Street, Leichhardt - 10 Days

Delivery Status: gsb@winning.com - Delivered

Created: 9/12/2023 6:28 PM

Dear Gary Steven,

This is your third reminder informing you that your rent is **10** days in arrears, with an outstanding rent amount of **\$3,200.01**

You are effectively paid to and including the **29/11/2023**

Please ensure that you bring your rent amount outstanding up to date and in advance. Please review your tenancy agreement which will outline your responsibilities around rental payment obligations.

As per the residential tenancies act, the landlord is in the position to issue a termination notice on the 14th day after rent is due on the basis of non-payment of rent, to avoid this, we highly recommend that you contact your property manager to enter into a payment plan or discuss alternate solutions for payment of rent.

If you have already paid the amount in question then please disregard the notice.

Should you wish to discuss this matter, do not hesitate to contact the office on **02 9557 8883**.

Regards,

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown



25

Category: Arrears Notice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Fourth Arrears Notice for 2 Short Street, Leichhardt

Delivery Status: gsb@winning.com - Delivered

Created: 11/12/2023 6:41 PM

Dear Gary Steven,

This is your fourth & final notice in relation to your overdue rental. You are now **12** days in arrears, with an outstanding rent amount of **\$3,200.01**

You are effectively paid to and including the **29/11/2023**

As per the residential tenancies act, the landlord is in the position to issue a Notice of Termination based on non-payment date beyond a 14 day period, please ensure you are in contact with your property manager to discuss alternate options and/or a payment plan.

A further reminder will NOT be sent out.

Should you wish to discuss this matter, do not hesitate to contact the office on 02 9557 8883.

Regards,

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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Category: Tenancy Invoice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Tenancy Invoice | 2 Short Street, Leichhardt, NSW, 2040 - 5/01/2024

Delivery Status: gsb@winning.com - Delivered

Created: 5/01/2024 12:47 PM

Dear Gary Steven,

Please view invoice applicable for your tenancy at property **2 Short Street, Leichhardt, NSW, 2040** available at the following link: [Invoice 90675.pdf](#)

Invoice Description: Water invoice period: 07/10/23 to 03/01/24. Meter reading (previous: 93, current: 106), total KL usage: 13, Water usage amount is \$34.71.

Refer to the above invoice for due date of payment.

If your regular rent payment method is via Direct Debit, the above invoice will be drawn on the due date as per the Tenancy Invoice

If a corresponding creditor invoice is available, please click on the following link to download a copy:

- [Bill05012024_111213A.pdf](#)

Please don't hesitate to contact me if you have any questions.

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown



Tenancy Invoice: Gary Steven Benson

Gary Steven Benson
2 Short Street
LEICHHARDT NSW 2040
AUSTRALIA

Issued On: **5/01/2024**
Due By: **26/01/2024**
Tax Invoice #: **90675**

Property: 2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

| Item # | Description | Amount | GST | Paid/Credited | Balance |
|--------|--|---------|--------|---------------|---------|
| 1 | Water invoice period: 07/10/23 to 03/01/24. Meter reading (previous: 93, current: 106), total KL usage: 13, Water usage amount is \$34.71. | \$34.71 | \$0.00 | \$0.00 | \$34.71 |
| | | \$34.71 | \$0.00 | \$0.00 | \$34.71 |

Tenancy – Statement of Outstanding Items

Statement as at 12:47 PM 5/01/2024

| Invoice # | Due | Description | Total Amount | Paid/Credited | Outstanding |
|-----------|------------|--|--------------------|---------------|-------------|
| 90675 | 26/01/2024 | Water invoice period: 07/10/23 to 03/01/24. Meter reading (previous: 93, current: 106), total KL usage: 13, Water usage amount is \$34.71. | \$34.71 | \$0.00 | \$34.71 |
| | | | Total Outstanding: | | \$34.71 |

Held for Tenancy: \$0.00

Payment Advice

Account Name: Belle Property Newtown
BSB: 182-222
Account #: 303196216
Please include your Tenancy Reference in the funds transfer description : 100836

2/8

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 9/01/2024 9:05 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the **8/01/2024**, regarding your rented property **2 Short Street, Leichhardt, NSW, 2040**

A receipt of payment is available at the following link: [Receipt 51356.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking intuition that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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219



Trust Account Receipt
Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)

2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 8/01/2024
Receipt Completed: 9/01/2024
Receipt #: 51356

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|---|-------------|--------|--------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Invoice: | #90675 Water invoice period: 07/10/23 to 03/01/24. Meter reading (previous: 93, current: 106), total KL usage: 13, Water usage amount is \$34.71. | \$34.71 | \$0.00 | \$34.71 |
| | | \$34.71 | \$0.00 | \$34.71 |

Payment Method: Direct Deposit

Receipted By: Rachel HUANG

120

Receipt Copy



Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 23/01/2024 9:08 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 22/01/2024, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt 51815.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking intuition that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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121



Trust Account Receipt
Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)

2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 22/01/2024
Receipt Completed: 23/01/2024
Receipt #: 51815

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|---|-------------|--------|--------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Rent: | Rent from 25/11/2023 to 8/12/2023 Part Payment \$1,199.99 - Effective Paid To* 16/12/2023 | \$2,400.00 | \$0.00 | \$2,400.00 |
| | | \$2,400.00 | \$0.00 | \$2,400.00 |

Payment Method: Direct Deposit

Received By: Rachel HUANG

222



Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 5/02/2024 8:09 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 2/02/2024, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt 52226.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking intuition that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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223



Trust Account Receipt
Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)

2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 2/02/2024
Receipt Completed: 5/02/2024
Receipt #: 52226

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|--|-------------|--------|--------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Rent: | Rent from 9/12/2023 to 22/12/2023 Part Payment \$1,599.99 - Effective Paid To* 2/01/2024 | \$2,400.00 | \$0.00 | \$2,400.00 |
| | | \$2,400.00 | \$0.00 | \$2,400.00 |

Payment Method: Direct Deposit

Received By: Rachel HUANG

224

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 20/02/2024 8:42 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the **19/02/2024**, regarding your rented property **2 Short Street, Leichhardt, NSW, 2040**

A receipt of payment is available at the following link: [Receipt_52798.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking intuition that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Marie Luketic

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown



125



Trust Account Receipt
Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)

2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 19/02/2024
Receipt Completed: 20/02/2024
Receipt #: 52798

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|---|-------------|--------|--------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Rent: | Rent from 23/12/2023 to 5/01/2024 Part Payment \$1,999.99 - Effective Paid To* 18/01/2024 | \$2,400.00 | \$0.00 | \$2,400.00 |
| | | \$2,400.00 | \$0.00 | \$2,400.00 |

Payment Method: Direct Deposit

Received By: Rachel HUANG

226



Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 23/02/2024 9:11 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the **23/02/2024**, regarding your rented property **2 Short Street, Leichhardt, NSW, 2040**

A receipt of payment is available at the following link: [Receipt 52921.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking intuition that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

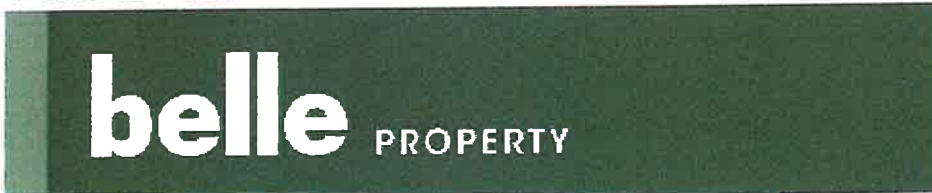
Marie Luketic

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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227



Trust Account Receipt
Tenancy Receipt

Received From: Funds assigned from Unknown Funds to Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)

2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 23/02/2024
Receipt Completed: 23/02/2024
Receipt #: 52921

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|--|-------------|--------|--------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Rent: | Rent from 6/01/2024 to 19/01/2024 - Effective Paid To* 19/01/2024 | \$0.01 | \$0.00 | \$0.01 |
| Rent: | Rent from 20/01/2024 to 2/02/2024 Part Payment \$2,399.99 - Effective Paid To* 15/02/2024 | \$4,799.99 | \$0.00 | \$4,799.99 |
| | | \$4,800.00 | \$0.00 | \$4,800.00 |

Payment Method: Direct Deposit

Received By: Rachel HUANG _____

228

Category: Arrears Notice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: IMPORTANT: Rental Arrears Notice - 2 Short Street, Leichhardt - 10 Days

Delivery Status: gsb@winning.com - Delivered

Created: 25/02/2024 6:36 PM

Dear Gary Steven,

This is your third reminder informing you that your rent is **10** days in arrears, with an outstanding rent amount of **\$2,400.01**

You are effectively paid to and including the **15/02/2024**

Please ensure that you bring your rent amount outstanding up to date and in advance. Please review your tenancy agreement which will outline your responsibilities around rental payment obligations.

As per the residential tenancies act, the landlord is in the position to issue a termination notice on the 14th day after rent is due on the basis of non-payment of rent, to avoid this, we highly recommend that you contact your property manager to enter into a payment plan or discuss alternate solutions for payment of rent.

If you have already paid the amount in question then please disregard the notice.

Should you wish to discuss this matter, do not hesitate to contact the office on **02 9557 8883**.

Regards,

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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229

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 26/02/2024 4:36 PM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the **19/02/2024**, regarding your rented property **2 Short Street, Leichhardt, NSW, 2040**

A receipt of payment is available at the following link: [Receipt 52798.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking intuition that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Marie Luketic

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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230



Trust Account Receipt
Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)

2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 19/02/2024
Receipt Completed: 20/02/2024
Receipt #: 52798

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|---|-------------|--------|--------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Rent: | Rent from 23/12/2023 to 5/01/2024 Part Payment \$1,999.99 - Effective Paid To* 18/01/2024 | \$2,400.00 | \$0.00 | \$2,400.00 |
| | | \$2,400.00 | \$0.00 | \$2,400.00 |

Payment Method: Direct Deposit

Received By: Rachel HUANG

231



Category: Arrears Notice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Fourth Arrears Notice for 2 Short Street, Leichhardt

Delivery Status: gsb@winning.com - Delivered

Created: 27/02/2024 6:32 PM

Dear Gary Steven,

This is your fourth & final notice in relation to your overdue rental. You are now **12** days in arrears, with an outstanding rent amount of **\$2,400.01**

You are effectively paid to and including the **15/02/2024**

As per the residential tenancies act, the landlord is in the position to issue a Notice of Termination based on non-payment date beyond a 14 day period, please ensure you are in contact with your property manager to discuss alternate options and/or a payment plan.

A further reminder will NOT be sent out.

Should you wish to discuss this matter, do not hesitate to contact the office on 02 9557 8883.

Regards,

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

f in   



Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 27/03/2024 8:46 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the **26/03/2024**, regarding your rented property **2 Short Street, Leichhardt, NSW, 2040**

A receipt of payment is available at the following link: [Receipt 54022.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking intuition that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Marie Luketic

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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233



Trust Account Receipt
Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)

2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 26/03/2024
Receipt Completed: 27/03/2024
Receipt #: 54022

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|--|-------------|--------|--------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| | | | | |
| Rent: | Rent from 3/02/2024 to 16/02/2024 | \$2,400.00 | \$0.00 | \$2,400.00 |
| | Part Payment \$2,399.99 - Effective Paid To* 29/02/2024 | | | |
| | | \$2,400.00 | \$0.00 | \$2,400.00 |

Payment Method: Direct Deposit

Received By: Rachel HUANG _____

244



Category: Tenancy Invoice

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Tenancy Invoice | 2 Short Street, Leichhardt, NSW, 2040 - 5/04/2024

Delivery Status: gsb@winning.com - Delivered

Created: 5/04/2024 9:10 AM

Dear Gary Steven,

Please view invoice applicable for your tenancy at property **2 Short Street, Leichhardt, NSW, 2040** available at the following link: [Invoice_96012.pdf](#)

Invoice Description: Water invoice period: 04/01/24 to 03/04/24. Meter reading (previous: 106, current: 118), total KL usage: 12, Water usage amount is \$32.04.

Refer to the above invoice for due date of payment.

If your regular rent payment method is via Direct Debit, the above invoice will be drawn on the due date as per the Tenancy Invoice

If a corresponding creditor invoice is available, please click on the following link to download a copy:

- [40537900009_12500103.pdf](#)

Please don't hesitate to contact me if you have any questions.

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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245



Tenancy Invoice: Gary Steven Benson

Gary Steven Benson
2 Short Street
LEICHHARDT NSW 2040
AUSTRALIA

Issued On: 5/04/2024
Due By: 26/04/2024
Tax Invoice #: 96012

Property: 2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

| Item # | Description | Amount | GST | Paid/Credited | Balance |
|--------|---|---------|--------|---------------|---------|
| 1 | Water invoice period: 04/01/24 to 03/04/24. Meter reading (previous: 106, current: 118), total KL usage: 12, Water usage amount is \$32.04. | \$32.04 | \$0.00 | \$0.00 | \$32.04 |
| | | \$32.04 | \$0.00 | \$0.00 | \$32.04 |

Tenancy – Statement of Outstanding Items

Statement as at 9:10 AM 5/04/2024

| Invoice # | Due | Description | Total Amount | Paid/Credited | Outstanding |
|-----------|------------|---|--------------|--------------------|-------------|
| 96012 | 26/04/2024 | Water invoice period: 04/01/24 to 03/04/24. Meter reading (previous: 106, current: 118), total KL usage: 12, Water usage amount is \$32.04. | \$32.04 | \$0.00 | \$32.04 |
| | | | | Total Outstanding: | \$32.04 |

Held for Tenancy: \$0.00

Payment Advice

Account Name: Belle Property Newtown
BSB: 182-222
Account #: 303196216
Please include your Tenancy Reference in the funds transfer description : 100836

246

Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 9/04/2024 8:17 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the **8/04/2024**, regarding your rented property **2 Short Street, Leichhardt, NSW, 2040**

A receipt of payment is available at the following link: [Receipt 54473.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking intuition that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Marie Luketic

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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247X



Trust Account Receipt
Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)

2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 8/04/2024
Receipt Completed: 9/04/2024
Receipt #: 54473

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|---|-------------|--------|--------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Invoice: | #96012 Water invoice period: 04/01/24 to 03/04/24. Meter reading (previous: 106, current: 118), total KL usage: 12, Water usage amount is \$32.04. | \$32.04 | \$0.00 | \$32.04 |
| | | \$32.04 | \$0.00 | \$32.04 |

Payment Method: Direct Deposit

Received By: Rachel HUANG

248

Receipt Copy



Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 16/04/2024 7:55 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 15/04/2024, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt 54693.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking intuition that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Marie Luketic

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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belle PROPERTY

249



Trust Account Receipt
Tenancy Receipt

Received From: Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)

2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received: 15/04/2024
Receipt Completed: 16/04/2024
Receipt #: 54693

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|--|-------------|--------|--------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Rent: | Rent from 2/03/2024 to 15/03/2024 - Effective Paid To* 15/03/2024 | \$2,400.00 | \$0.00 | \$2,400.00 |
| | | \$2,400.00 | \$0.00 | \$2,400.00 |

Payment Method: Direct Deposit

Received By: Rachel HUANG

250

* This is the last day for which rent is fully paid.

Receipt Copy



Category: Tenancy Receipt

To: Mr Gary Steven Benson <gsb@winning.com>

Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Delivery Status: gsb@winning.com - Delivered

Created: 29/04/2024 8:11 AM

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the **26/04/2024**, regarding your rented property **2 Short Street, Leichhardt, NSW, 2040**

A receipt of payment is available at the following link: [Receipt 55066.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking intuition that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Marie Luketic

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042

Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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251



Trust Account Receipt

Tenancy Receipt

Received From:

Gary Steven Benson on behalf of Gary Steven Benson (ID:100836)

2 Short Street, Leichhardt, NSW 2040, AUSTRALIA

Money Received:

26/04/2024

Receipt Completed:

29/04/2024

Receipt #:

55066

| Description | | Amt Exc GST | GST | Amt Received |
|---------------|--|-------------|--------|--------------|
| For Tenancy | Gary Steven Benson (ID:100836) | | | |
| For Ownership | Jeremy Kinross (ID:1233) | | | |
| Rent: | Rent from 16/03/2024 to 29/03/2024 - Effective Paid To* 29/03/2024 | \$2,400.00 | \$0.00 | \$2,400.00 |
| | | \$2,400.00 | \$0.00 | \$2,400.00 |

Payment Method:

Direct Deposit

Received By:

Rachel HUANG

252

* This is the last day for which rent is fully paid.



GARY S BENSON

CHARTERED ACCOUNTANT



Tax agent
48800009

PO Box 862
Leichhardt NSW 2040
Phone +61 411 423 000
Email: gsb@winning.com

29 August 2023

Trading Homes Pty Ltd
Belle Property Newtown
186 Enmore Road
Enmore NSW 2042

Dear Sirs

2 Short Street Leichhardt NSW 2040
Your reference 100836

Please accept the enclosed cheque in the sum of \$4500 as rent on the abovementioned property covering the five-week period from 2 September 2023 to 6 October 2023 inclusive.

I remind you of the requirements of Section 34(1) of the Residential Tenancies Act 2010 which stipulates that the landlord MUST accept payment of unpaid rent by a tenant where the landlord has given a termination notice on the ground of failure to pay rent under the residential tenancy agreement. A maximum penalty of 10 penalty units applies for a failure to comply with this section.

The banking of the enclosed cheque will be sufficient acknowledgement of the above.

Kindest regards


Gary Benson

Commonwealth Bank
Commonwealth Bank of Australia

SYLVANIA NSW

Pay

Trading Homes Pty Ltd

Or Bearer

Date 29/8/2023

The sum of

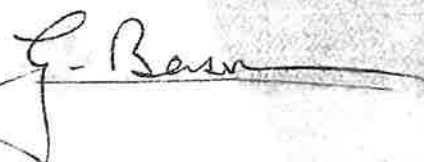
Four Thousand Five Hundred Dollars

\$ 4500.00

Only

NEGOTIABLE

GARY S BENSON TRUST ACCOUNT



000171 062458 10073637

GARY S BENSON

CHARTERED ACCOUNTANT



Tax agent
48800009

PO Box 862
Leichhardt NSW 2040
Phone +61 411 423 000
Email: gsb@winning.com

5 October 2023

Trading Homes Pty Ltd
Belle Property Newtown
186 Enmore Road
Enmore NSW 2042

Dear Sirs

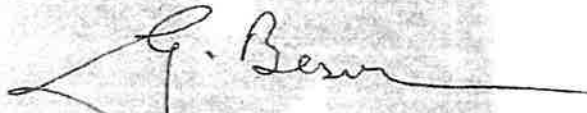
2 Short Street Leichhardt NSW 2040
Your reference 100836

I acknowledge your acceptance of my offers conveyed in my letters of 7 August 2023 and 29 August 2023 and that as a result, you have confirmed that my rent of \$1800 per fortnight is fully paid up until 6 October 2023.

Please accept the enclosed cheque in the sum of \$4500 as rent on the abovementioned property covering the five-week period from 7 October 2023 to 10 November 2023 inclusive.

The banking of the enclosed cheque will be sufficient acknowledgement of the above, however should the above not be acceptable to you for any reason then please do not negotiate the cheque.

Kindest regards


Gary Benson

Commonwealth Bank
Commonwealth Bank of Australia

SYLVANIA NSW

Pay Trading Homes Pty Ltd

The sum of Four Thousand Five Hundred
Dollars Only

GARY S BENSON TRUST ACCOUNT

Or Bearer

Date 5 October 2023

\$ 4500.00



⑈000172⑈ 062⑈458⑈ 1007⑈3637⑈

GARY S BENSON

CHARTERED ACCOUNTANT



Tax agent
48890009

PO Box 862
Leichhardt NSW 2040
Phone +61 411 423 000
Email: gsb@winning.com

2 November 2023

Trading Homes Pty Ltd
Belle Property Newtown
186 Enmore Road
Enmore NSW 2042

Dear Sirs


2 Short Street Leichhardt NSW 2040
Your reference 100836

I refer to my letter of 5 October 2023 and acknowledge your acceptance of my offer conveyed therein confirming that rent on the abovenamed is currently paid in full up to and including 10 November 2023.

Consequently, please accept the attached cheque in the sum of \$9000 as rent on the abovementioned property covering the ten-week period from 11 November 2023 to 19 January 2024 inclusive.

As usual, the banking of the attached cheque will be sufficient acknowledgement of the above, however should the above not be acceptable to you for any reason then please do not negotiate the cheque and return it to the writer at your earliest convenience.

Kindest regards


Gary Benson

Commonwealth Bank
Commonwealth Bank of Australia

SYLVANIA NSW

Pay Trading Homes Pty Ltd

The sum of Nine Thousand Dollars

GARY S BENSON TRUST ACCOUNT

Date 2/11/2023

Or Bearer

\$ 9000⁰⁰

NOT
NEGOTIABLE

This cheque contains special security features including Thermochromatic ink and micro printing.

⑈000173⑈ 062458⑈ 10073637⑈

GARY S BENSON

CHARTERED ACCOUNTANT



Tax agent
48890009

PO Box 862
Leichhardt NSW 2040
Phone +61 411 423 000
Email: gsb@winning.com

11 January 2024

Trading Homes Pty Ltd
Belle Property Newtown
186 Enmore Road
Enmore NSW 2042

Dear Sirs

2 Short Street Leichhardt NSW 2040

Your reference 100836

I refer to my letter of 2 November 2023 and acknowledge your acceptance of my offer conveyed therein confirming that rent on the abovenamed property is currently paid in full up to and including 19 January 2024.

I also acknowledge receipt of your email of 15 November 2023 advising of the increased rental applying from 20 January 2024 of \$2400 per fortnight.

Accordingly, please accept my cheque for rent amounting to \$4800 covering the period of two fortnights from 20 January 2024 to 16 February 2024 inclusive.

As usual, the banking of the attached cheque shall constitute your unconditional acceptance of the above arrangement including details of rent paid to date. However, should any of the details outlined above not be acceptable to you for any reason whatsoever then please do not negotiate the cheque and return it to the writer at your earliest convenience.

Kindest regards


Gary Benson



Customer - please complete
if receipt required

Date 22/02/24

Bank/BSB no. 182222

Account type (please tick)

Savings account

Cheque account

NAB Credit Card

Account name

Trading Homes Pty Ltd

Account or Credit Card no.

303196216

Total deposit amount

\$ 4,800

Commonwealth Bank
Commonwealth Bank of Australia

SYLVANIA NSW

Pay Trading Homes Pty Limited
The sum of Four Thousand Eight Hundred Dollars
Only

Or Bearer

Date 11 January 2024

\$4800.00

GARY S BENSON TRUST ACCOUNT

This cheque contains special security features including Thermochromic ink and micro printing.

GARY S BENSON

CHARTERED ACCOUNTANT



Tax agent
48890009

PO Box 862
Leichhardt NSW 2040
Phone +61 411 423 000
Email: gsb@winning.com

23 February 2024

Trading Homes Pty Ltd
Belle Property Newtown
186 Enmore Road
Enmore NSW 2042

Dear Sirs

2 Short Street Leichhardt NSW 2040
Your reference 100836

I am delighted to acknowledge that yesterday you banked my cheque #174 in the sum of \$4800 which was attached to my letter of 11 January 2024 thereby unconditionally accepting the offer and conditions outlined in that letter and reiterated in my email of the same date.

Accordingly, and as you have again confirmed all previous offers and acceptances of rental reductions, can you now please ensure a rental receipt is issued covering the period of the rent agreed upon by the acceptance of this latest cheque, namely from 20 January 2024 to 16 February 2024 inclusive.

My subsequent EFT rental remittances should now be treated as follows and rental receipts issued accordingly.

| Date of EFT | Amount | Rental period covered |
|-------------|--------|---|
| 20 Jan 2024 | \$2400 | 17 February 2024 to 1 March 2024 inclusive. |
| 2 Feb 2024 | \$2400 | 2 March 2024 to 15 March 2024 inclusive. |
| 19 Feb 2024 | \$2400 | 16 March 2024 to 29 March 2024 inclusive. |

It is most pleasing that you have finally come to your senses and agreed to this course of action. Upon receipt of your rental receipts as outlined above I will advise the NCAT that I wish to withdraw the application and the matter should be dismissed pursuant to section 55(1)(a) of the Civil and Administrative Tribunal Act 2013 No 2 (NSW).

Kindest regards

A handwritten signature in black ink, appearing to read "G. Benson".

Gary Benson

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Marie Luketic

From: Jack Fontana
Sent: Thursday, 11 January 2024 2:13 PM
To: gsb@winning.com
Cc: Marie Luketic
Subject: RE: IMPORTANT: Rental Arrears Notice - 2 Short Street, Leichhardt - 7 Days

Good afternoon Gary

Happy New Year!

Acknowledging that we have received your hand delivered letter with a cheque of \$4800 to be allocated towards your rental arrears. As at today and according to your rental ledger, your rent is \$7,200.01 in arrears.

As per your letter, we will be banking your cheque as you are significantly in arrears. By banking your rental cheque, this does not constitute Belle Property Newtown or your landlord Jeremy Kinross accepting your proposed terms and assumed rental paid to date.

As per my email to you below which was sent on the 7th December 2023, I asked you to review your rental ledger and advise of any discrepancies in the total rent that we have receipted so it could be adjusted accordingly upon provision that evidence was provided by you justifying your proposed paid to date of the 19/1/2024. You have not responded to this email or provided any such evidence.

As per your last rental payment receipt that was issued to you on the 21/11/2023 as per our records, your rent is effectively paid to the **29/11/2023**. Upon the clearance of your cheque, your arrears amount due will be \$2400.01 due immediately.

Many thanks

Jack Fontana

Senior Property Manager

Belle Property Newtown, 186 Enmore Road, Newtown NSW 2042

Office +612 9557 8883 Fax +612 9557 8860 Web belleproperty.com/newtown



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From: Jack Fontana
Sent: Thursday, 7 December 2023 2:46 PM

254

Kind regards
Gary Benson

From: Jack Fontana <Jack.Fontana@belleproperty.com>
Sent: Thursday, December 7, 2023 10:37 AM
To: gsb@winning.com
Subject: RE: IMPORTANT: Rental Arrears Notice - 2 Short Street, Leichhardt - 7 Days

Hi Gary

Your rent has been receipted in accordance with your Residential Tenancy Agreement. Our records showing that your rent is effectively paid to the 29/11/2023 is correct. A termination notice for non-payment of rent will be issued to you if you fail to bring your rent up to date by the 14th December 2023.

Kind regards

Jack Fontana

Senior Property Manager

Belle Property Newtown, 186 Enmore Road, Newtown NSW 2042
Mobile +61 402 670 238 **Direct** +61 29171 8709 **Web** belleproperty.com/newtown



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From: Gary Benson <gsb@winning.com>
Sent: Thursday, 7 December 2023 3:44 AM
To: Jack Fontana <jack.fontana@belleproperty.com>
Subject: RE: IMPORTANT: Rental Arrears Notice - 2 Short Street, Leichhardt - 7 Days

Hi Jack

My rent is fully paid to 19 January 2024 as per our agreement. Please adjust your records accordingly.

Kind regards
Gary Benson

From: Jack Fontana <propertytree@propertytree.com>
Sent: Wednesday, December 6, 2023 6:33 PM

259

Marie Luketic

From: Jack Fontana
Sent: Thursday, 7 December 2023 2:46 PM
To: gsb@winning.com
Subject: RE: IMPORTANT: Rental Arrears Notice - 2 Short Street, Leichhardt - 7 Days
Attachments: TenantLedgerReportPT - 2023-12-07T144523.203.pdf

Gary,

We have never agreed to the terms that you have set in your letter (banking of the enclosed cheque will be sufficient acknowledgement of the above) relating to your calculations of your paid to date which had a rental arrears cheque attached. Our requirement is to bank the arrears cheque provided by you and to apply payment to your rental record as per your current tenancy agreement.

Confirming the following, according your rental ledger you are effectively paid to 29/11/2023.

As per your current tenancy agreement that you signed on the 31/08/2022, your rent from 03/09/2022 is \$2,000 per fortnight. Please see attached your rental ledger from the commencement of your tenancy. Should you find any discrepancies in the total rent that we have receipted, please provide evidence so we can review.

Kind regards

Jack Fontana

Senior Property Manager

Belle Property Newtown, 186 Enmore Road, Newtown NSW 2042
Mobile +61 402 670 238 **Direct** +61 29171 8709 **Web** belleproperty.com/newtown



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From: Gary Benson <gsb@winning.com>
Sent: Thursday, 7 December 2023 12:46 PM
To: Jack Fontana <Jack.Fontana@belleproperty.com>
Subject: RE: IMPORTANT: Rental Arrears Notice - 2 Short Street, Leichhardt - 7 Days

Hi Jack

266

Kind regards
Gary Benson

From: Jack Fontana <propertytree@propertytree.com>
Sent: Wednesday, December 6, 2023 6:33 PM
To: gsb@winning.com
Subject: IMPORTANT: Rental Arrears Notice - 2 Short Street, Leichhardt - 7 Days

Dear Gary Steven,

This is a second reminder informing you that your rent is **7** days in arrears, with an outstanding rent amount of **\$1,200.01**

You are effectively paid to and including the **29/11/2023**

Please ensure that you bring your rent amount outstanding up to date and in advance. Please review your tenancy agreement which will outline your responsibilities around rental payment obligations.

If you have already paid the amount in question then please disregard the notice.

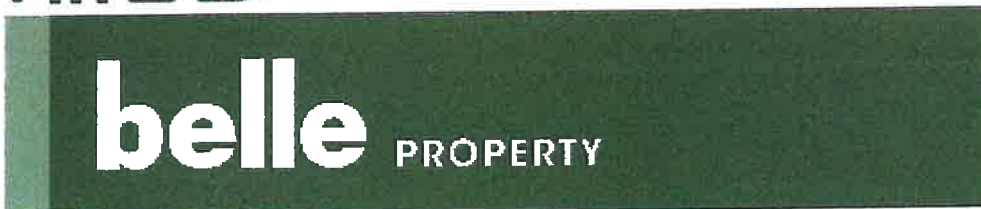
Should you wish to discuss this matter, do not hesitate to contact the office on **02 9557 8883**.

Kind regards,

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042
Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

f in   



Marie Luketic

From: Jack Fontana
Sent: Thursday, 7 December 2023 10:37 AM
To: gsb@winning.com
Subject: RE: IMPORTANT: Rental Arrears Notice - 2 Short Street, Leichhardt - 7 Days

Hi Gary

Your rent has been receipted in accordance with your Residential Tenancy Agreement. Our records showing that your rent is effectively paid to the 29/11/2023 is correct. A termination notice for non-payment of rent will be issued to you if you fail to bring your rent up to date by the 14th December 2023.

Kind regards

Jack Fontana

Senior Property Manager

Belle Property Newtown, 186 Enmore Road, Newtown NSW 2042
Mobile +61 402 670 238 Direct +61 29171 8709 Web belleproperty.com/newtown



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From: Gary Benson <gsb@winning.com>
Sent: Thursday, 7 December 2023 3:44 AM
To: Jack Fontana <jack.fontana@belleproperty.com>
Subject: RE: IMPORTANT: Rental Arrears Notice - 2 Short Street, Leichhardt - 7 Days

Hi Jack

My rent is fully paid to 19 January 2024 as per our agreement. Please adjust your records accordingly.

Kind regards
Gary Benson

From: Jack Fontana <propertytree@propertytree.com>
Sent: Wednesday, December 6, 2023 6:33 PM
To: gsb@winning.com
Subject: IMPORTANT: Rental Arrears Notice - 2 Short Street, Leichhardt - 7 Days

Marie Luketic

From: Jack Fontana
Sent: Wednesday, 22 November 2023 11:40 AM
To: gsb@winning.com
Subject: RE: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Gary, please accept this as my final response to you in relation to this matter.

I suggest that you refer to the orders given by the tribunal on the 14/11/23. You have every right to dispute these orders if you wish.

As per your contractual residential tenancy agreement, your rent as of the 3/9/22 is \$2000 per fortnight. All rent that has been collected from you since this date has been receipted in accordance with this agreement. Just to reiterate, your rent is effectively paid to the 29/11/23.

Kind regards

Jack Fontana

Senior Property Manager

Belle Property Newtown, 186 Enmore Road, Newtown NSW 2042
Mobile +61 402 670 238 **Direct** +61 29171 8709 **Web** [belleproperty.com/newtown](https://www.belleproperty.com/newtown)



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From: Gary Benson <gsb@winning.com>
Sent: Wednesday, 22 November 2023 11:10 AM
To: Jack Fontana <Jack.Fontana@belleproperty.com>
Subject: RE: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Hi Jack

Yes, that is correct, but were you at the same tribunal as me? Member Ash made it clear that subsequent events could not alter the validity of the lease and rent therefore rent was set at \$2000 per fortnight.. But he also said he would not comment on the effect of the offers you have accepted and he made this point in his written ruling.

The fact is, I have made you a number of offers, and you have accepted all of them. These offers and acceptances are consistent with rent reductions agreed to between the parties under S.43. They have no bearing on the fact that

I understand that you seem to have great difficulty in amending your system to cater for anything non-standard but can you please re-issue this receipt to cover the correct dates please?

Kind regards
Gary Benson

From: Jack Fontana <propertytree@propertytree.com>
Sent: Tuesday, November 21, 2023 12:34 PM
To: gsb@winning.com
Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 21/11/2023, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt_49683.pdf](#)

Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042
Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

f in   



Marie Luketic

From: Jack Fontana
Sent: Wednesday, 22 November 2023 10:34 AM
To: gsb@winning.com
Subject: RE: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Hi Gary

The tribunal determined that your set terms that were accompanied by the cheques had no grounds for amending the terms of your lease agreement. Your claims were dismissed and the current lease agreement was considered valid in the opinion of the tribunal.

Your paid to date according to this receipt is correct.

Kind regards

Jack Fontana

Senior Property Manager

Belle Property Newtown, 186 Enmore Road, Newtown NSW 2042
Mobile +61 402 670 238 Direct +61 29171 8709 Web belleproperty.com/newtown



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From: Gary Benson <gsb@winning.com>
Sent: Tuesday, 21 November 2023 5:15 PM
To: Jack Fontana <jack.fontana@belleproperty.com>
Subject: RE: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Hi Jack

This receipt does not cover the correct period. The terms of my offer accompanying the cheque were very clear. The cheque covers the ten-week period from 11 November 2023 to 19 January 2024 inclusive.

I understand that you seem to have great difficulty in amending your system to cater for anything non-standard but can you please re-issue this receipt to cover the correct dates please?

Kind regards

Marie Luketic

From: Jack Fontana
Sent: Tuesday, 5 September 2023 2:50 PM
To: gsb@winning.com
Subject: RE: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Hi Gary

Again, your rent was due and payable in accordance with the Residential Tenancy Agreement that you signed on the 31/8/2022.

We will allow NCAT to determine otherwise at the next hearing. Until then, your rights and responsibilities as the tenant will remain in accordance with your lease agreement.

Kind regards

Jack Fontana

Senior Property Manager

Belle Property Newtown, 186 Enmore Road, Newtown NSW 2042
Mobile +61 402 670 238 **Direct** +61 29171 8709 **Web** [belleproperty.com/newtown](https://www.belleproperty.com/newtown)



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From: Gary Benson <gsb@winning.com>
Sent: Tuesday, 5 September 2023 2:31 PM
To: Jack Fontana <Jack.Fontana@belleproperty.com>
Subject: RE: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Hi Jack

As usual, you are not correct.

My offers were outlined in my letters of 7 August 2023 and 29 August 2023 respectively, to which my cheques were stapled. Your banking of those cheques constitutes acceptance of the offers contained in those attached letters.

I am happy to provide you with additional copies of those letters outlining the agreed upon terms and conditions should you have misplaced them.

Gary Benson

From: Jack Fontana <propertytree@propertytree.com>
Sent: Tuesday, September 5, 2023 12:09 PM
To: gsb@winning.com
Subject: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Dear Gary Steven,

Thank you for your recent payment made to Belle Property Newtown on the 5/09/2023, regarding your rented property 2 Short Street, Leichhardt, NSW, 2040

A receipt of payment is available at the following link: [Receipt_47050.pdf](#)
Please note, if your rental is paid via direct debit, in accordance to the agreement in place, Belle Property Newtown reserves the right in the event that funds are dishonoured due to a lack of funds or incorrect account setup on the lessee's end, to issue an administration fee to your tenancy. Please ensure there are adequate funds at this time to ensure this does not occur and please ensure with your banking institution that the account nominated is able to have funds drawn from it.

Please don't hesitate to contact us if you have any questions.

Regards,

Jack Fontana

Kindest regards,

Belle Property Newtown 186 Enmore Road, Enmore NSW 2042
Direct +61 2 9557 8883 Fax +61 2 9557 8860 Web belleproperty.com/newtown

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Marie Luketic

From: Jack Fontana
Sent: Tuesday, 5 September 2023 1:57 PM
To: gsb@winning.com
Subject: RE: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Hi Gary

There has been no such offer.

Your recent rental payments have been receipted in accordance with your Residential Tenancy Agreement. The 2 cheques that you have recently hand delivered to our office have paid your rent to the 27/8/23.

Your rent currently remain \$2,700.01 in arrears.

Kind regards

Jack Fontana

Senior Property Manager

Belle Property Newtown, 186 Enmore Road, Newtown NSW 2042
Mobile +61 402 670 238 Direct +61 29171 8709 Web [belleproperty.com/newtown](https://www.belleproperty.com/newtown)



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From: Gary Benson <gsb@winning.com>
Sent: Tuesday, 5 September 2023 12:38 PM
To: Jack Fontana <jack.fontana@belleproperty.com>
Subject: RE: Receipt for Payment | 2 Short Street, Leichhardt, NSW, 2040

Dear Jack

This receipt has not been issued in accordance with my offer that you have accepted. Can you please re-issue to reflect the agreed upon terms.

Kind regards
Gary Benson




BELLE PROPERTY NEWTOWN

186 Enmore Road
Newtown Sydney NSW 2042


T: (02) 9557 8883 Property Manager: Jack Fontana

INGOING CONDITION REPORT

Residential Tenancy Regulation
New South Wales - 2010



Address of premises
2 Short Street, Leichhardt NSW 2040



Tenant's name(s)
Gary Steven Benson

Lease Start Date:
27/04/21

Inspection Date:
26/04/21

CONDITION/
ACTION CODES

Y

YES

N

NO

SAMPLE CONDITION REPORT

| Bedroom 2 | | | | |
|----------------------|---|---|---|---|
| Walls | Y | Y | Y | Y |
| Blinds / Curtains | N | Y | N | Y |
| Door / Doorway frame | Y | N | Y | Y |
| Tv Aerial port | Y | Y | Y | N |
| Floors Coverings | N | Y | Y | Y |

HOW TO COMPLETE THIS REPORT

- Three copies, or one electronic copy, of this condition report should be completed and signed by the landlord or the landlord's agent.
- Two copies, or one electronic copy, of the report, which have been completed and signed by the landlord or the landlord's agent, must be given to the tenant before or when the tenant signs the agreement. The landlord or landlord's agent keeps the third copy or an electronic copy.
- Before the tenancy begins, the landlord or the landlord's agent must inspect the residential premises and record the condition of the premises by indicating whether the particular room item is clean, undamaged and working by placing "Y" (YES) or "N" (NO) in the appropriate column (see example below). Where necessary, comments should be included in the report. The landlord or the landlord's agent must also indicate "yes" or "no" in relation to the matters set out under the headings "Health issues" and "Communications facilities".
- If the tenant has agreed to pay for water usage charges under the residential tenancy agreement, the landlord or landlord's agent must also indicate whether the residential premises have the required water efficiency measures.
- As soon as possible after the tenant signs the agreement, the tenant must inspect the residential premises and complete the tenant section of the condition report. The tenant indicates agreement or disagreement with the condition indicated by the landlord or landlord's agent by placing "Y" (YES) or "N" (NO) in the appropriate column and by making any appropriate comments on the form. The tenant may also comment on the matters under the headings "Health issues", "Communications facilities" and "Water efficiency devices".
- The tenant must return one copy of the completed condition report to the landlord or landlord's agent within 7 days after receiving it and is to keep the second copy.
- At, or as soon as practicable after, the termination of the tenancy agreement, both the landlord and tenant should complete the copy of the condition report that they retained, indicating the condition of the premises at the end of the tenancy. This should be done in the presence of the other party, unless the other party has been given a reasonable opportunity to be present and has not attended the inspection.

IMPORTANT INFORMATION

- It is a requirement that a condition report be completed by the landlord and the tenant (see above). This condition report is an important record of the condition of the residential premises when the tenancy begins and may be used as evidence of the state of repair or general condition of the premises at the commencement of the tenancy. It is important to complete the condition report accurately. It may be vital if there is a dispute, particularly about the return of the rental bond money and any damage to the premises.
- At the end of the tenancy the premises will be inspected and the condition of the premises at that time will be compared to that stated in the original condition report.
- A condition report should be filled out whether or not a rental bond is paid.
- If you do not have enough space on the report attach a separate sheet.
- Call Fair Trading on 13 32 20 or visit the website for information about the rights and responsibilities of landlords and tenants or before completing the condition report.



Inspector Signature

Date

28/04/21

Tenant

Date

1772



Printed by InspectionManager.com for the use of Belle Property Newtown

ID:883-25408-1934980-10232043

Agent Disclaimer.
This tenancy inspection report is a visual one carried out by Belle Property Newtown to assess the manner in which the tenant is maintaining your property. As your property manager, our role is to manage the tenancy; We are not qualified to assess the structural aspects of areas including but not limited to staircases, decking and balconies or to ensure that plumbing, electrical or gas mixtures of fittings, glass windows, doors and balustrades, smoke alarms, asbestos, swimming pool safety barriers (and associated fittings) comply and operate in accordance with applicable building/council codes and/or laws and regulations. The inspection does not include the moving of furniture, lifting of floor coverings, inspecting the interiors of roof spaces, under flooring, inside of cupboards, tenant's goods or other belongings. Belle Property Newtown recommends that all landlords have regular inspections carried out by suitable qualified, licensed and insured contractors and experts in the appropriate areas when necessary. Belle Property Newtown also recommends that all landlords hold adequate insurance, including landlords insurance.

Communication Facilities

The landlord must indicate whether the following communication facilities are available:

- A telephone line is connected to the residential premises ☒ **Y**
- A internet line is connected to the residential premises ☒ **Y**

Water Efficiency Devices

Only Applicable if tenant pays water usage charges for residential premises. The landlord must indicate whether the following water efficiency measures are in place in the residential premises.

- Are the residential premises separately metered? ☒ **Y**
- The landlord must indicate the following:
- (a) All showerheads have a maximum flow rate of 9 litres/min ☒ **Y**
- (b) on and from 23 March 2025, all toilets are dual flush toilets with a minimum 3 star rating in accordance with the WELS scheme ☐ **-**
- (c) All internal cold water taps and single mixer taps in kitchen or bathroom hand basins have a maximum flow rate of 9 litres/min ☒ **Y**
- (d) the premises have been checked and any leaking taps or toilets on the residential premises have been fixed ☒ **Y**

Date the premises were last checked to see if it is compliant with the water efficiency measures:

| | |
|---------------------------|---------------------|
| Water Meter Location | Water Meter Reading |
| Front entrance. Left side | 1345 |

Health Issues

The landlord must indicate whether the following apply to the residential premises:

- Are there any signs of mould and dampness? ☐ **N**
- Are there any pests or vermin? ☐ **N**
- Has any rubbish been left on the premises? ☐ **N**
- Are the premises listed on the Loose-Fill Asbestos Insulation Register? ☐ **N**
- Are child safety devices installed on windows? ☐ **-**

Work Completed

Approximate date when work was last done on residential premises

- Installation of water efficiency measures
- Painting of premises (internal)
- Painting of premises (external)
- Flooring laid/replaced/cleaned
- Installation, repair or maintenance of smoke alarms

Other Safety Issues

The landlord must indicate whether the following apply to the residential premises:

- Are there any visible signs of damaged appliances (if appliances are included as part of the tenancy)? ☐ **N**
- Are there any visible hazards relating to electricity (e.g. a loose or damaged electricity outlet socket, loose wiring or sparking power points)? ☐ **N**
- Are there any visible hazards relating to gas (e.g. a loose or damaged gas outlet socket or an open-ended gas pipe or valve)? ☐ **N**

Does the tenant agree with Other Safety Issues?

If not, specify which items

Inspector Signature



Date

28/04/21

Tenant

Date

Smoke Alarm

Have smoke alarms been installed in accordance with the environmental Planning and Assessment Act 1979 (including any regulations made under that act)?

Y

Have all the smoke alarms installed on the residential premises been checked and found to be in working order?

Y

Date last checked

Have the removable batteries in all the smoke alarms been replaced within the last 12 months, except for removable lithium batteries?

Y

Date last changed

Have the batteries in all the smoke alarms that have a removable lithium battery been replaced in the period specified by the manufacturer of the smoke alarm?

-

Date batteries were last changed

Smoke alarm location and additional comments:

Smoke Alarms are fitted at following locations:

Staircase/hallways

Minimum Standards

Are the premises structurally sound?

Y

Note. Premises are structurally sound only if the --

a) floors, ceilings, walls, supporting structures (including foundations), doors, windows, roof, stairs, balconies, balustrades and railings are

1) In a reasonable state of repair, and

2) Are not liable to collapse because they are rotted or otherwise defective, and

b) floors ceiling, walls and supporting structures are not subject to significant dampness, and

c) roof, ceilings and windows do not allow water penetration into the premises.

Does the premises have:

Adequate natural or artificial lighting in each room (excluding storage rooms or garages)

Y

Adequate ventilation

Y

Adequate electricity outlet sockets or gas outlet sockets for the supply of lighting and heating and for the use of appliances in the premises?

Y

Adequate plumbing and drainage?

Y

Utilities

Are the premises:

Supplied with electricity?

Y

Supplied with gas

N

Connected to a water supply service or infrastructure that supplies water that is able to supply to the premises hot and cold water for drinking and ablution and cleaning activities?

Y

Does the premises contain bathroom facilities including toilet and washing facilities that allow privacy for the user?

Y

Does the tenant agree with Minimum Standards and Utilities?

-

If not, specify which items

Inspector Signature



Date

28/04/21

Tenant

Date



Additional Comments

Relating to Health Issues, Communication Facilities or Water Efficiency Devices (may be added landlord or tenant, or both)

Nil

Furniture List

If insufficient space please attach schedule

Attached inventory

Inspector Signature *John*

Date

Tenant

Date

| Clean | Undamaged | Working | Keys | Inspector Comments | Tenant Agrees | Tenant Comments |
|---|-----------|---------|------|---|---------------|-----------------|
| Dining Room | | | | | | |
| Floor | Y | Y | | No damage; Refer to image: 1 2 3 | Y N | |
| Walls | Y | Y | | Marked and hooks as per photos; Refer to image: 4 5 6 | Y N | |
| Powerpoints/ Fixtures | Y | Y | | 2x double powerpoints. Could not be tested; Refer to image: 7 | Y N | |
| Windows/ Screens/ Window Safety Devices | Y | Y | Y | No damage; Refer to image: 8 | Y N | |
| Blinds/ Curtains | Y | Y | Y | No damage; Refer to image: 9 10 | Y N | |
| Lights/ Fixtures | Y | Y | Y | 6x track lights and ceiling fan; Refer to image: 11 12 | Y N | |
| Ceiling | Y | Y | | No damage; | Y N | |
| Kitchen | | | | | | |
| Microwave | Y | Y | Y | Refer to image: 13 14 15 16 17 | Y N | |
| Refrigerator | Y | Y | Y | Refer to image: 18 19 20 21 22 23 24 25 | Y N | |
| Oven/stove | Y | Y | Y | Refer to image: 26 27 28 29 30 31 | Y N | |
| Floor/ Tiles | Y | Y | Y | No damage; Refer to image: 32 33 34 35 | Y N | |
| Walls/ Tiles | Y | Y | Y | Marks shown in photos ; Refer to image: 36 37 38 39 40 | Y N | |
| Door/ Doorframe | Y | Y | Y | Exterior wear and tear. Rip in fly screen ; Refer to image: 41 42 | Y N | |
| Powerpoints/ Fixtures | Y | Y | | 3x double powerpoints. 1x single powerpoint. Could not be tested. ; | Y N | |
| Cupboards | Y | Y | Y | No damage; Refer to image: 43 44 45 46 47 48 49 50 51 52 | Y N | |
| Benchtops/ Tiling | Y | Y | Y | No damage; Refer to image: 53 54 55 | Y N | |
| Sink/ Taps | Y | Y | Y | No damage. Could not be tested ; Refer to image: 56 57 58 | Y N | |
| Windows/ Screens/ Window Safety Devices | Y | Y | Y | No damage; Refer to image: 59 | Y N | |
| Lights/ Fixtures | Y | Y | Y | Track with 2 working lights; Refer to image: 60 | Y N | |

Inspector Signature

Date 28/04/21

Tenant

Date

| Clean | Undamaged | Working | Keys | Inspector Comments | Tenant Agrees | Tenant Comments |
|-------|-----------|---------|------|--------------------|---------------|-----------------|
|-------|-----------|---------|------|--------------------|---------------|-----------------|

| | | | | | | |
|---|---|---|---|--|---|---|
| Kitchen | | | | | | |
| Ceiling | Y | Y | | Staining present in photos; Refer to image: 61 62 | Y | N |
| Formal Lounge | | | | | | |
| Floor | Y | Y | | No damage; Refer to image: 63 64 65 66 67 68 | Y | N |
| Walls | Y | Y | | Scuff shown in photos ; Refer to image: 69 70 71 72 73 74 | Y | N |
| Door/ Doorframe | Y | Y | Y | No damage; Refer to image: 75 76 | Y | N |
| Windows/ Screens/ Window Safety Devices | Y | Y | Y | No damage; Refer to image: 77 78 | Y | N |
| Blinds/ Curtains | Y | Y | Y | No damage; Refer to image: 79 80 | Y | N |
| Lights/ Fixtures | Y | Y | Y | 1x oyster fitting, no cover. 6x track lights 1 not working, ceiling fan; Refer to image: 81 82 | Y | N |
| Ceiling | Y | Y | | No damage; Refer to image: 83 | Y | N |
| Casual Lounge | | | | | | |
| Walls | Y | Y | | Refer to image: 84 85 86 87 88 89 90 91 | Y | N |
| Floor | Y | Y | | Refer to image: 92 93 94 95 96 | Y | N |
| Door/ Doorframe | Y | Y | Y | No damage ; Refer to image: 97 98 | Y | N |
| Powerpoints/ Fixtures | Y | Y | | 5x double powerpoints. Could not be tested; Refer to image: 99 100 101 | Y | N |
| Windows/ Screens/ Window Safety Devices | Y | Y | Y | No damage; Refer to image: 102 103 104 | Y | N |
| Lights/ Fixtures | Y | Y | Y | 23 x track lights, 2 ceiling fans; Refer to image: 105 106 107 108 | Y | N |
| Ceiling | Y | Y | | No damage; | Y | N |
| Staircase/hallways | | | | | | |
| Door | Y | Y | Y | Refer to image: 109 110 111 | Y | N |
| Floor | Y | Y | | Refer to image: 112 113 114 115 116 117 118 119 120 121 | Y | N |
| Walls | Y | Y | | 6 screws; Refer to image: 122 123 124 125 126 127 128 129 130 131 132 | Y | N |

Inspector Signature

Date 28/04/21

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Date

| Clean | Undamaged | Working | Keys | Inspector Comments | Tenant Agrees | Tenant Comments |
|-------|-----------|---------|------|--------------------|---------------|-----------------|
|-------|-----------|---------|------|--------------------|---------------|-----------------|

Staircase/hallways

Powerpoints/ Fixtures

Y

Y

2x double powerpoints. Could not be tested; Refer to image: 133 134 135

Y

N

Windows/ Screens/ Window Safety Devices

Y

Y

1x cracked tiled glass; Refer to image: 136 137

Y

N

Lights/ Fixtures

Y

Y

Single track light not working; Refer to image: 138 139 140 141

Y

N

Ceiling

Y

Y

Y

N

Toilet

Floor/ Tiles

Y

Y

No damage; Refer to image: 142

Y

N

Walls/ Tiles

Y

Y

Wear and tear present - cracks, markings, scuffs; Refer to image: 143 144 145 146 147

Y

N

Door/ Doorframe

Y

Y

No damage; Refer to image: 148 149

Y

N

Toilet/ Cistern/ Seat

Y

Y

Mark shown in photos; Refer to image: 150 151 152

Y

N

Wash Basin

Y

Y

Wear and tear shown in photos; Refer to image: 153

Y

N

Toilet Roll Holder

Y

Y

Refer to image: 154

Y

N

Exhaust Fan/ Vent

Y

Y

Working at time of inspection ; Refer to image: 155

Y

N

Bathroom

Floor/ Tiles

Y

Y

No damage; Refer to image: 156 157

Y

N

Walls/ Tiles

Y

Y

Shown in photos - cracks, hips, discolouration, marks and peeling. ; Refer to image: 158 159 160 161 162 163 164 165

Y

N

Door/ Doorframe

Y

Y

1x hook on door ; Refer to image: 166 167

Y

N

Powerpoints/ Fixtures

Y

Y

1x single powerpoint. Could not be tested;

Y

N

Mirror/ Cabinet

Y

Y

Rusting evident ; Refer to image: 168

Y

N

Taps/ Basin

Y

Y

Wear and tear shown in photos; Refer to image: 169 170 171

Y

N

Cupboard/ Drawers

Y

Y

No damage; Refer to image: 172

Y

N

Bath

Y

Y

Wear and tear present ; Refer to image: 173 174 175

Y

N

Inspector Signature

Date

28/04/21

Tenant

Date

| | Clean | Undamaged | Working | Keys | Inspector Comments | Tenant Agrees | Tenant Comments |
|---|-------|-----------|---------|------|--|---------------|-----------------|
| Bathroom | | | | | | | |
| Shower/ Screen/ Taps | Y | Y | Y | | No damage; Refer to image: 176 177 | Y N | |
| Towel Rails | Y | Y | Y | | Refer to image: 178 | Y N | |
| Windows/ Screens/ Window Safety Devices | Y | Y | Y | | No damage; Refer to image: 179 | Y N | |
| Lights/ Fixtures | Y | Y | Y | | 1x light fitting; Refer to image: 180 | Y N | |
| Bedroom | | | | | | | |
| Floor | Y | Y | Y | | No damage; Refer to image: 181 182 183 184 185 | Y N | |
| Walls | Y | Y | Y | | 3x hooks; Refer to image: 186 187 188 189 190 | Y N | |
| Door/ Doorframe | Y | Y | Y | | 3 x hooks; Refer to image: 191 192 | Y N | |
| Powerpoints/ Fixtures | Y | Y | Y | | 4x double powerpoints. Could not be tested; Refer to image: 193 | Y N | |
| Windows/ Screens/ Window Safety Devices | Y | Y | Y | | No damage; Refer to image: 194 195 196 197 198 | Y N | |
| Blinds/ Curtains | Y | Y | Y | | No damage; Refer to image: 199 200 201 202 203 204 | Y N | |
| Lights/ Fixtures | Y | Y | Y | | All spotlights working, fan working; Refer to image: 205 206 | Y N | |
| Ceiling | Y | Y | Y | | | Y N | |
| Bedroom 2 | | | | | | | |
| Floor | Y | Y | Y | | No damage; Refer to image: 207 208 | Y N | |
| Walls | Y | Y | Y | | Peeling and marks present in photos; Refer to image: 209 210 211 212 | Y N | |
| Door/ Doorframe | Y | Y | Y | | 1 hook on door; Refer to image: 213 214 | Y N | |
| Powerpoints/ Fixtures | Y | Y | Y | | Refer to image: 215 216 217 218 219 220 | Y N | |
| Windows/ Screens/ Window Safety Devices | Y | Y | Y | | No damage; Refer to image: 221 | Y N | |
| Blinds/ Curtains | Y | Y | Y | | 4x blinds. No damage ; Refer to image: 222 | Y N | |
| Lights/ Fixtures | Y | Y | Y | | 9x spotlights; Refer to image: 223 224 | Y N | |

Inspector Signature 

Date 28/04/21

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Date



| | Clean | Undamaged | Working | Keys | Inspector Comments | Tenant Agrees | Tenant Comments |
|-----------|-------|-----------|---------|------|---|---------------|-----------------|
| Bedroom 2 | | | | | | | |
| Ceiling | Y | | Y | | | Y N | |
| Exterior | | | | | | | |
| Entrance | Y | | Y | | Refer to image: 225 226 227 228 | Y N | |
| Rear | Y | | Y | | Refer to image: 229 230 231 232 233 234 235 236 237 238 239 | Y N | |

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Date

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Date



Dining Room

23/04/2021 12:35 PM

Image 1 :Floor



Dining Room

23/04/2021 12:35 PM

Image 2 :Floor



Dining Room

23/04/2021 12:35 PM

Image 3 :Floor



Dining Room

23/04/2021 12:35 PM

Image 4 :Walls

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Date

28/04/21

Tenant

Date



Dining Room
23/04/2021 12:35 PM
Image 5 :Walls



Dining Room
23/04/2021 12:35 PM
Image 6 :Walls



Dining Room
23/04/2021 12:36 PM
Image 7 :Powerpoints/ Fixtures



Dining Room
23/04/2021 12:35 PM
Image 8 :Windows/ Screens/...

Inspector Signature *John*

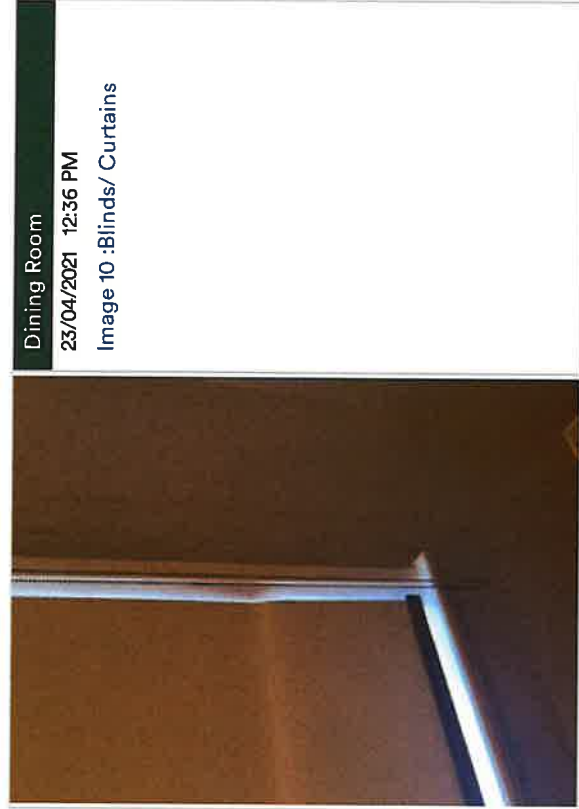
Date 28/04/21

Tenant

Date



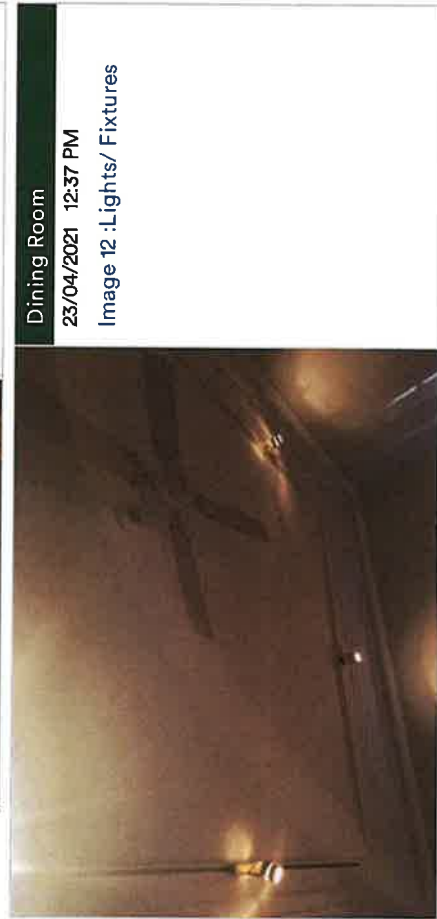
Dining Room
23/04/2021 12:36 PM
Image 9 :Blinds/ Curtains



Dining Room
23/04/2021 12:36 PM
Image 10 :Blinds/ Curtains



Dining Room
23/04/2021 12:36 PM
Image 11 :Lights/ Fixtures



Dining Room
23/04/2021 12:37 PM
Image 12 :Lights/ Fixtures

Inspector Signature *J. Smith*

Date 28/04/21

Tenant

Date



Kitchen
23/04/2021 12:48 PM
Image 13 :Microwave



Kitchen
23/04/2021 12:48 PM
Image 14 :Microwave



Kitchen
23/04/2021 12:48 PM
Image 15 :Microwave



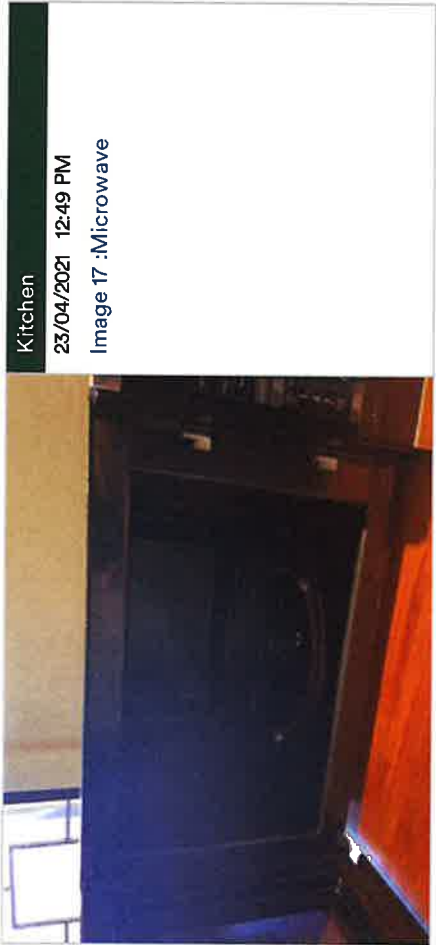
Kitchen
23/04/2021 12:48 PM
Image 16 :Microwave

Inspector Signature *John*

Date 28/04/21

Tenant

Date



Inspector Signature *John*

Date 28/04/21

Tenant

Date



Kitchen

23/04/2021 12:47 PM

Image 21 :Refridgerator



Kitchen

23/04/2021 12:47 PM

Image 22 :Refridgerator



Kitchen

23/04/2021 12:47 PM

Image 23 :Refridgerator



Kitchen

23/04/2021 12:48 PM

Image 24 :Refridgerator

Inspector Signature

John

Date

28/04/21

Tenant

Date



Kitchen

23/04/2021 12:43 PM

Image 25 :Refridgerator



Kitchen

23/04/2021 12:45 PM

Image 26 :Oven/stove



Kitchen

23/04/2021 12:45 PM

Image 27 :Oven/stove



Kitchen

23/04/2021 12:45 PM

Image 28 :Oven/stove

Inspector Signature *John*

Date

28/04/21

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Date



Kitchen
23/04/2021 12:46 PM
Image 29 :Oven/stove



Kitchen
23/04/2021 12:46 PM
Image 30 :Oven/stove



Kitchen
23/04/2021 12:46 PM
Image 31 :Oven/stove



Kitchen
23/04/2021 12:38 PM
Image 32 :Floor/ Tiles

Inspector Signature *J.H.*

Date 28/04/21

Tenant

Date



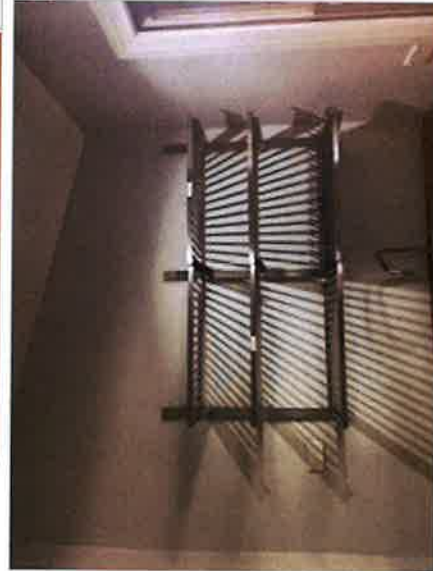
Kitchen
23/04/2021 12:38 PM
Image 33 :Floor/ Tiles



Kitchen
23/04/2021 12:38 PM
Image 34 :Floor/ Tiles



Kitchen
23/04/2021 12:38 PM
Image 35 :Floor/ Tiles



Kitchen
23/04/2021 12:38 PM
Image 36 :Walls/ Tiles

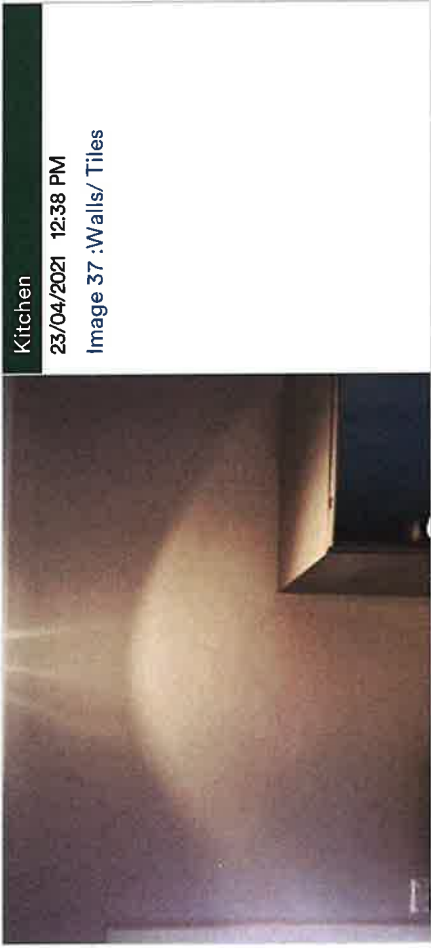
Inspector Signature *John*

Date

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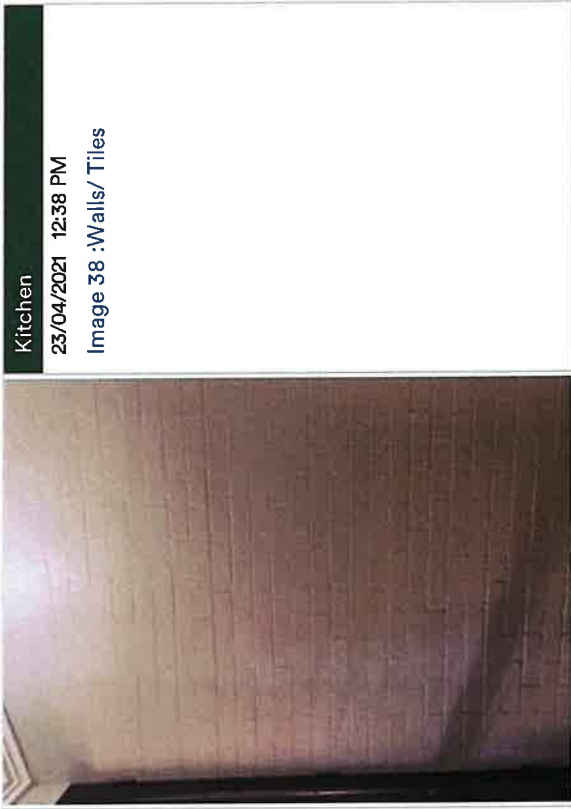
Date



Kitchen

23/04/2021 12:38 PM

Image 37 :Walls/ Tiles



Kitchen

23/04/2021 12:38 PM

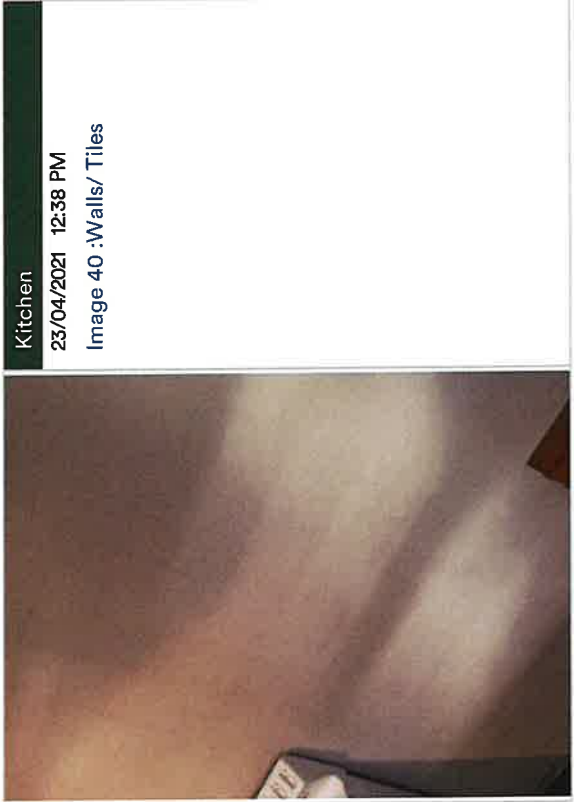
Image 38 :Walls/ Tiles



Kitchen

23/04/2021 12:38 PM

Image 39 :Walls/ Tiles



Kitchen

23/04/2021 12:38 PM

Image 40 :Walls/ Tiles

Inspector Signature *John*

Date

28/04/21

Tenant

Date



Kitchen

23/04/2021 12:39 PM

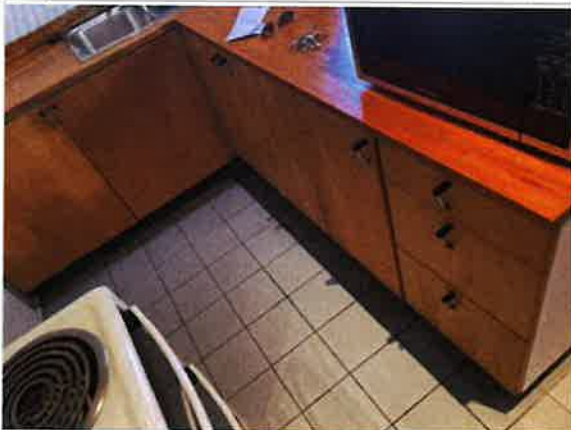
Image 41 :Door/ Doorframe



Kitchen

23/04/2021 12:39 PM

Image 42 :Door/ Doorframe



Kitchen

23/04/2021 12:40 PM

Image 43 :Cupboards



Kitchen

23/04/2021 12:40 PM

Image 44 :Cupboards

Inspector Signature *[Signature]*

Date

28/04/21

Tenant

Date



Kitchen

23/04/2021 12:40 PM

Image 45 :Cupboards



Kitchen

23/04/2021 12:40 PM

Image 46 :Cupboards



Kitchen

23/04/2021 12:40 PM

Image 47 :Cupboards



Kitchen

23/04/2021 12:41 PM

Image 48 :Cupboards

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[Signature]

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28/04/21





Tenant

Date

21/72

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| | |
|--|--|
|  | <p>Kitchen</p> <p>23/04/2021 12:41 PM</p> <p>Image 49 :Cupboards</p> |
|  | <p>Kitchen</p> <p>23/04/2021 12:41 PM</p> <p>Image 50 :Cupboards</p> |
|  | <p>Kitchen</p> <p>23/04/2021 12:41 PM</p> <p>Image 51 :Cupboards</p> |
|  | <p>Kitchen</p> <p>23/04/2021 12:41 PM</p> <p>Image 52 :Cupboards</p> |



Kitchen

23/04/2021 12:42 PM

Image 53 :Benchtops/ Tiling



Kitchen

23/04/2021 12:42 PM

Image 54 :Benchtops/ Tiling



Kitchen

23/04/2021 12:42 PM

Image 55 :Benchtops/ Tiling



Kitchen

23/04/2021 12:42 PM

Image 56 :Sink/ Taps

Inspector Signature *[Signature]*

Date

28/04/21

Tenant

Date



Kitchen

23/04/2021 12:42 PM

Image 57 :Sink/ Taps



Kitchen

23/04/2021 12:42 PM

Image 58 :Sink/ Taps



Kitchen

23/04/2021 12:43 PM

Image 59 :Windows/ Screens/ ...



Kitchen

23/04/2021 12:43 PM

Image 60 :Lights/ Fixtures

Inspector Signature *[Signature]*

Date

28/04/21

Tenant

Date



Kitchen

23/04/2021 12:44 PM

Image 61 :Ceiling



Kitchen

23/04/2021 12:44 PM

Image 62 :Ceiling



Formal Lounge

23/04/2021 12:29 PM

Image 63 :Floor



Formal Lounge

23/04/2021 12:29 PM

Image 64 :Floor

Inspector Signature *John*

Date

28/04/21

Tenant

Date



Formal Lounge
23/04/2021 12:29 PM
Image 65 :Floor



Formal Lounge
23/04/2021 12:29 PM
Image 66 :Floor



Formal Lounge
23/04/2021 12:30 PM
Image 67 :Floor



Formal Lounge
23/04/2021 12:30 PM
Image 68 :Floor

Inspector Signature *J. H.*

Date 28/04/21

Tenant

Date



Formal Lounge
23/04/2021 12:30 PM
Image 69 :Walls



Formal Lounge
23/04/2021 12:30 PM
Image 70 :Walls



Formal Lounge
23/04/2021 12:30 PM
Image 71 :Walls



Formal Lounge
23/04/2021 12:30 PM
Image 72 :Walls

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Date



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Formal Lounge
23/04/2021 12:30 PM
Image 73 :Walls



Formal Lounge
23/04/2021 12:33 PM
Image 74 :Walls



Formal Lounge
23/04/2021 12:31 PM
Image 75 :Door/ Doorframe



Formal Lounge
23/04/2021 12:31 PM
Image 76 :Door/ Doorframe

Inspector Signature *John*

Date

28/04/21

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Date



Formal Lounge

23/04/2021 12:31 PM

Image 77 :Windows/ Screens/ W.



Formal Lounge

23/04/2021 12:31 PM

Image 78 :Windows/ Screens/ W.



Formal Lounge

23/04/2021 12:32 PM

Image 79 :Blinds/ Curtains



Formal Lounge

23/04/2021 12:32 PM

Image 80 :Blinds/ Curtains

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Date

28/04/21

Tenant

Date



Formal Lounge
23/04/2021 12:32 PM
Image 81 :Lights/ Fixtures



Formal Lounge
23/04/2021 12:32 PM
Image 82 :Lights/ Fixtures



Formal Lounge
23/04/2021 12:33 PM
Image 83 :Ceiling



Casual Lounge
23/04/2021 12:18 PM
Image 84 :Walls

Inspector Signature *J. Smith*

Date 28/04/21 Tenant



Casual Lounge
23/04/2021 12:18 PM
Image 85 :Walls



Casual Lounge
23/04/2021 12:18 PM
Image 86 :Walls



Casual Lounge
23/04/2021 12:19 PM
Image 87 :Walls



Casual Lounge
23/04/2021 12:19 PM
Image 88 :Walls

Inspector Signature *John*

Date

28/04/21

Tenant

Date



Casual Lounge

23/04/2021 12:19 PM

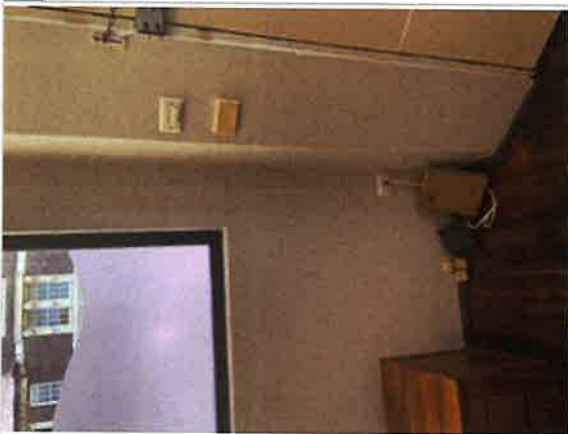
Image 89 :Walls



Casual Lounge

23/04/2021 12:19 PM

Image 90 :Walls



Casual Lounge

23/04/2021 12:19 PM

Image 91 :Walls



Casual Lounge

23/04/2021 12:21 PM

Image 92 :Floor

Inspector Signature *John*

Date

28/04/21

Tenant

Date



Casual Lounge

23/04/2021 12:21 PM

Image 93 :Floor



Casual Lounge

23/04/2021 12:21 PM

Image 94 :Floor



Casual Lounge

23/04/2021 12:21 PM

Image 95 :Floor



Casual Lounge

23/04/2021 12:22 PM

Image 96 :Floor

Inspector Signature *John*

Date

28/04/21

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Date



Casual Lounge
23/04/2021 12:22 PM
Image 97 :Door/ Doorframe



Casual Lounge
23/04/2021 12:22 PM
Image 98 :Door/ Doorframe



Casual Lounge
23/04/2021 12:23 PM
Image 99 :Powerpoints/ Fixtures



Casual Lounge
23/04/2021 12:23 PM
Image 100 :Powerpoints/ Fixtures

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Date 28/04/21

Tenant

Date



Casual Lounge
23/04/2021 12:23 PM
Image 101 :Powerpoints/ Fixtures



Casual Lounge
23/04/2021 12:24 PM
Image 102 :Windows/ Screen...



Casual Lounge
23/04/2021 12:24 PM
Image 103 :Windows/ Screens/ ...



Casual Lounge
23/04/2021 12:24 PM
Image 104 :Windows/ Screen...

Inspector Signature *John*

Date 28/04/21

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Date



Casual Lounge
23/04/2021 12:24 PM
Image 105 :Lights/ Fixtures



Casual Lounge
23/04/2021 12:24 PM
Image 106 :Lights/ Fixtures



Casual Lounge
23/04/2021 12:24 PM
Image 107 :Lights/ Fixtures



Casual Lounge
23/04/2021 12:24 PM
Image 108 :Lights/ Fixtures

Inspector Signature *[Signature]*

Date 28/04/21

Tenant

Date



Staircase/hallways
26/04/2021 5:06 PM
Image 109 :Door



Staircase/hallways
26/04/2021 5:06 PM
Image 110 :Door



Staircase/hallways
26/04/2021 5:06 PM
Image 111 :Door



Staircase/hallways
26/04/2021 4:58 PM
Image 112 :Floor

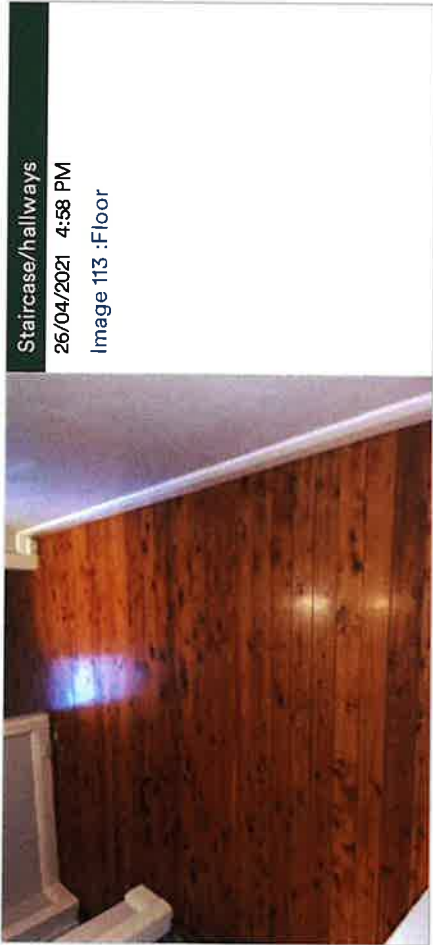
Inspector Signature *J.H.*

Date

28/04/21

Tenant

Date



Inspector Signature *[Signature]*

Date 28/04/21

Tenant

Date



Staircase/hallways
26/04/2021 4:59 PM
Image 117 :Floor



Staircase/hallways
26/04/2021 4:59 PM
Image 118 :Floor



Staircase/hallways
26/04/2021 4:59 PM
Image 119 :Floor



Staircase/hallways
26/04/2021 4:59 PM
Image 120 :Floor

Inspector Signature *John*

Date

28/04/21

Tenant

Date



Staircase/hallways
26/04/2021 5:05 PM
Image 121 :Floor



Staircase/hallways
26/04/2021 4:59 PM
Image 122 :Walls



Staircase/hallways
26/04/2021 5:00 PM
Image 123 :Walls



Staircase/hallways
26/04/2021 5:00 PM
Image 124 :Walls

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Date

28/04/21

Tenant



Staircase/hallways
26/04/2021 5:00 PM
Image 125 :Walls



Staircase/hallways
26/04/2021 5:00 PM
Image 126 :Walls



Staircase/hallways
26/04/2021 5:00 PM
Image 127 :Walls



Staircase/hallways
26/04/2021 5:00 PM
Image 128 :Walls

Inspector Signature *John*

Date

28/04/21

Tenant

Date



Staircase/hallways
26/04/2021 5:01 PM
Image 129 :Walls



Staircase/hallways
26/04/2021 5:01 PM
Image 130 :Walls



Staircase/hallways
26/04/2021 5:01 PM
Image 131 :Walls



Staircase/hallways
26/04/2021 5:01 PM
Image 132 :Walls

Inspector Signature *[Signature]*

Date

28/04/21

Tenant

Date



Staircase/hallways

26/04/2021 5:01 PM

Image 133 :Powerpoints/ Fixtures



Staircase/hallways

26/04/2021 5:02 PM

Image 134 :Powerpoints/ Fixtures



Staircase/hallways

26/04/2021 5:02 PM

Image 135 :Powerpoints/ Fixtures



Staircase/hallways

26/04/2021 5:03 PM

Image 136 :Windows/ Screens/ ...

Inspector Signature *J.S.H.*

Date 28/04/21

Tenant

Date



Staircase/hallways

26/04/2021 5:03 PM

Image 137 :Windows/ Screens/ ...



Staircase/hallways

26/04/2021 5:04 PM

Image 138 :Lights/ Fixtures



Staircase/hallways

26/04/2021 5:04 PM

Image 139 :Lights/ Fixtures



Staircase/hallways

26/04/2021 5:04 PM

Image 140 :Lights/ Fixtures

Inspector Signature *John*

Date

28/04/21

Tenant

Date



Staircase/hallways
26/04/2021 5:05 PM
Image 141 :Lights/ Fixtures



Toilet
26/04/2021 4:55 PM
Image 142 :Floor/ Tiles



Toilet
26/04/2021 4:55 PM
Image 143 :Walls/ Tiles



Toilet
26/04/2021 4:55 PM
Image 144 :Walls/ Tiles

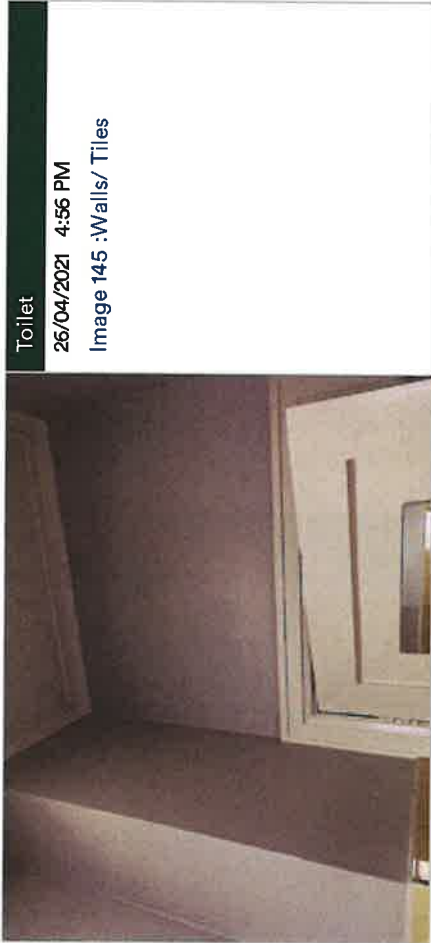
Inspector Signature *John*

Date

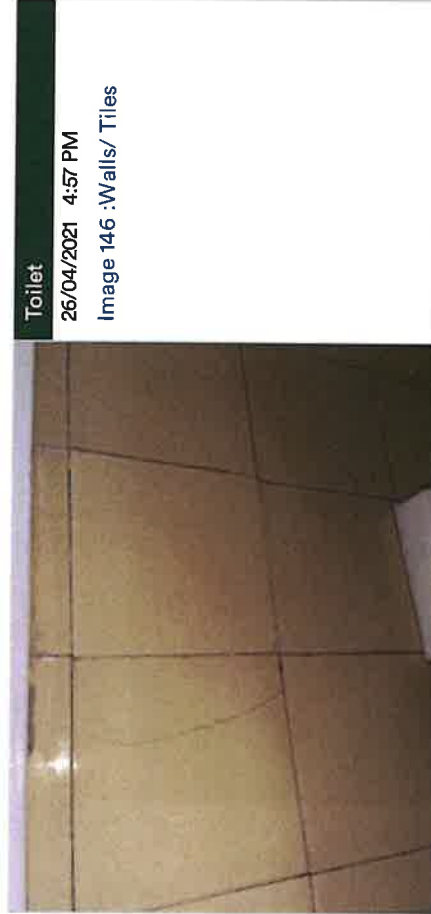
28/04/21

Tenant

Date



Toilet
26/04/2021 4:56 PM
Image 145 :Walls/ Tiles



Toilet
26/04/2021 4:57 PM
Image 146 :Walls/ Tiles



Toilet
26/04/2021 4:57 PM
Image 147 :Walls/ Tiles



Toilet
26/04/2021 4:56 PM
Image 148 :Door/ Doorframe

Inspector Signature *John*

Date 28/04/21

Tenant

Date



Toilet

26/04/2021 4:56 PM

Image 149 :Door/ Doorframe



Toilet

26/04/2021 4:56 PM

Image 150 :Toilet/ Cistern/ Seat



Toilet

26/04/2021 4:56 PM

Image 151 :Toilet/ Cistern/ Seat



Toilet

26/04/2021 4:56 PM

Image 152 :Toilet/ Cistern/ Seat

Inspector Signature *J. Smith*

Date

28/04/21

Tenant

Date

ID:883-25408-1934980-10232043

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47/72



Toilet
26/04/2021 4:56 PM
Image 153 :Wash Basin



Toilet
26/04/2021 4:57 PM
Image 154 :Toilet Roll Holder



Toilet
26/04/2021 4:57 PM
Image 155 :Exhaust Fan/ Vent



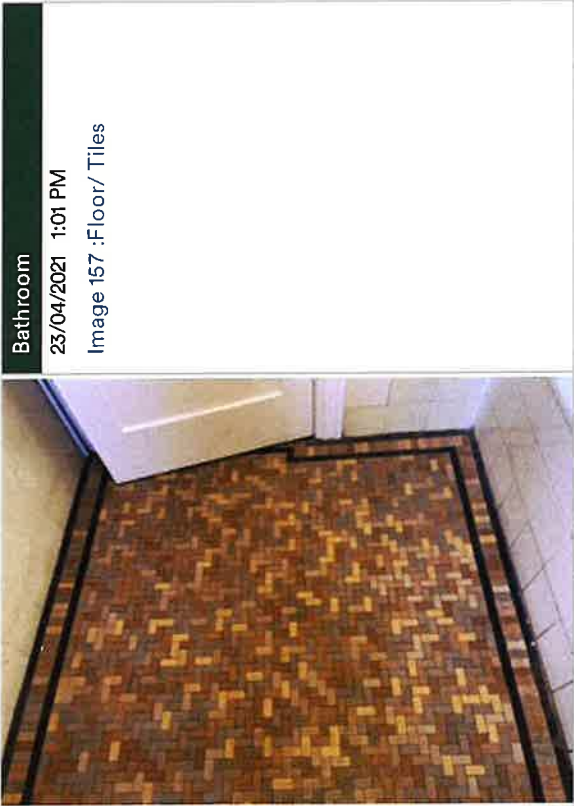
Bathroom
23/04/2021 1:01 PM
Image 156 :Floor/ Tiles

Inspector Signature *John*

Date 28/04/21

Tenant

Date



Bathroom

23/04/2021 1:01 PM

Image 157 :Floor/ Tiles



Bathroom

23/04/2021 1:02 PM

Image 158 :Walls/ Tiles



Bathroom

23/04/2021 1:02 PM

Image 159 :Walls/ Tiles



Bathroom

23/04/2021 1:02 PM

Image 160 :Walls/ Tiles

Inspector Signature *[Signature]*

Date

28/04/21

Tenant

Date



Bathroom
23/04/2021 1:02 PM
Image 161 :Walls/ Tiles



Bathroom
23/04/2021 1:02 PM
Image 162 :Walls/ Tiles



Bathroom
23/04/2021 1:02 PM
Image 163 :Walls/ Tiles



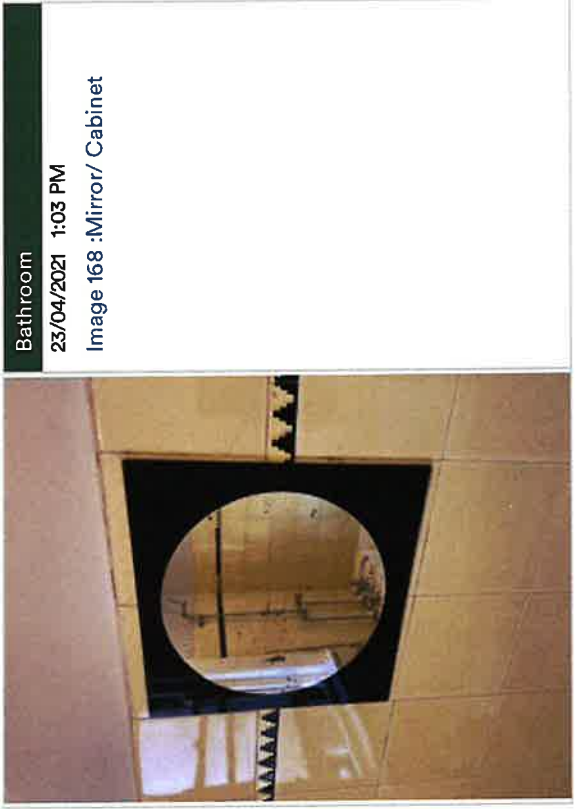
Bathroom
23/04/2021 1:02 PM
Image 164 :Walls/ Tiles

Inspector Signature *John*

Date 28/04/21

Tenant

Date



Inspector Signature *John*

Date

28/04/21

Tenant

Date



Bathroom

23/04/2021 1:03 PM

Image 169 :Taps/ Basin



Bathroom

23/04/2021 1:03 PM

Image 170 :Taps/ Basin



Bathroom

23/04/2021 1:03 PM

Image 171 :Taps/ Basin



Bathroom

23/04/2021 1:03 PM

Image 172 :Cupboard/ Drawers

Inspector Signature *John*

Date

28/04/21

Tenant

Date



Bathroom

23/04/2021 1:03 PM

Image 173 :Bath



Bathroom

23/04/2021 1:03 PM

Image 174 :Bath



Bathroom

23/04/2021 1:08 PM

Image 175 :Bath



Bathroom

23/04/2021 1:08 PM

Image 176 :Shower/ Screen/ Taps

Inspector Signature *John*

Date

28/04/21

Tenant

Date



Bathroom
23/04/2021 1:08 PM
Image 177 :Shower/ Screen/ Taps



Bathroom
23/04/2021 1:10 PM
Image 178 :Towel Rails



Bathroom
23/04/2021 1:10 PM
Image 179 :Windows/ Screens/ ...



Bathroom
23/04/2021 1:11 PM
Image 180 :Lights/ Fixtures

Inspector Signature *John*

Date 28/04/21

Tenant

Date



Bedroom

23/04/2021 12:49 PM

Image 181 :Floor



Bedroom

23/04/2021 12:50 PM

Image 182 :Floor



Bedroom

23/04/2021 12:50 PM

Image 183 :Floor



Bedroom

23/04/2021 12:50 PM

Image 184 :Floor

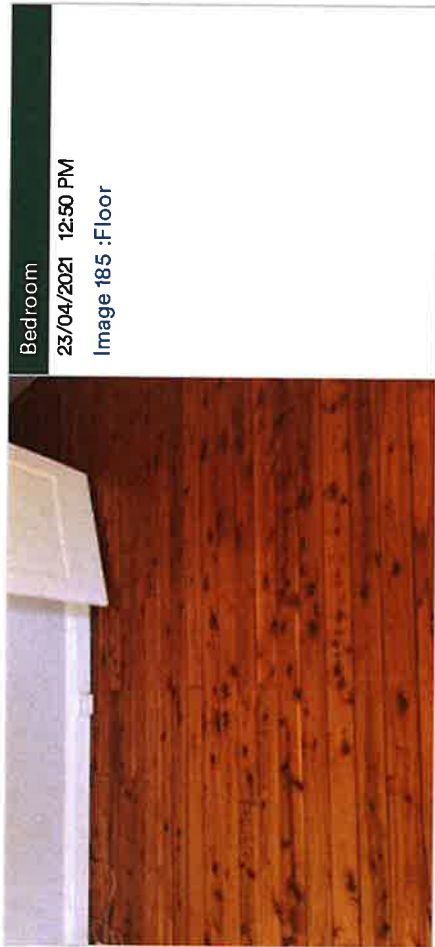
Inspector Signature *J. Smith*

Date

28/04/21

Tenant

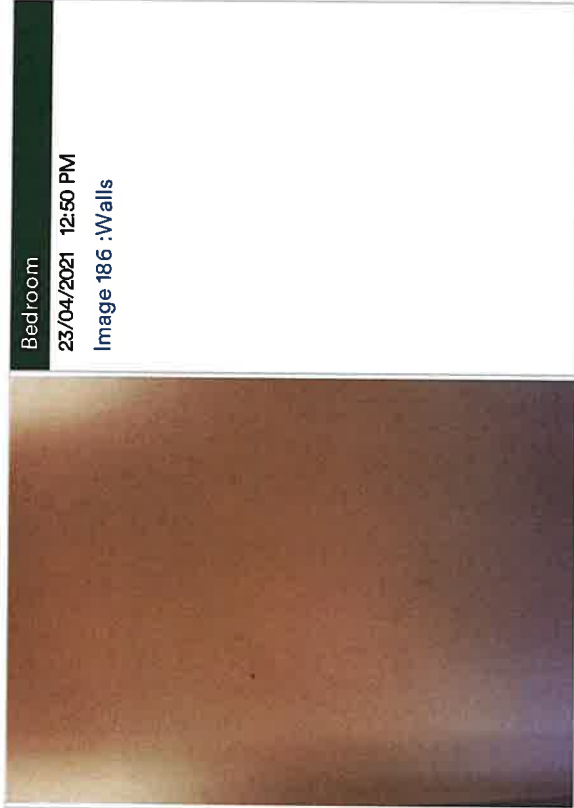
Date



Bedroom

23/04/2021 12:50 PM

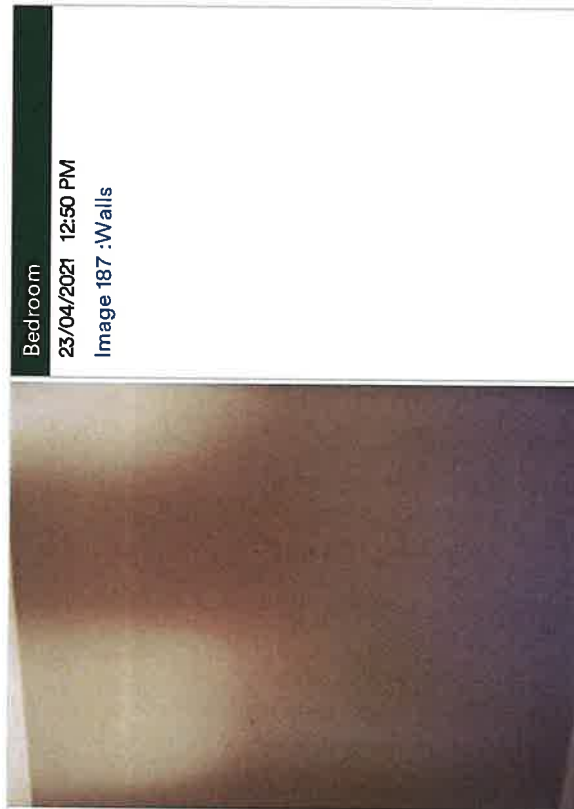
Image 185 :Floor



Bedroom

23/04/2021 12:50 PM

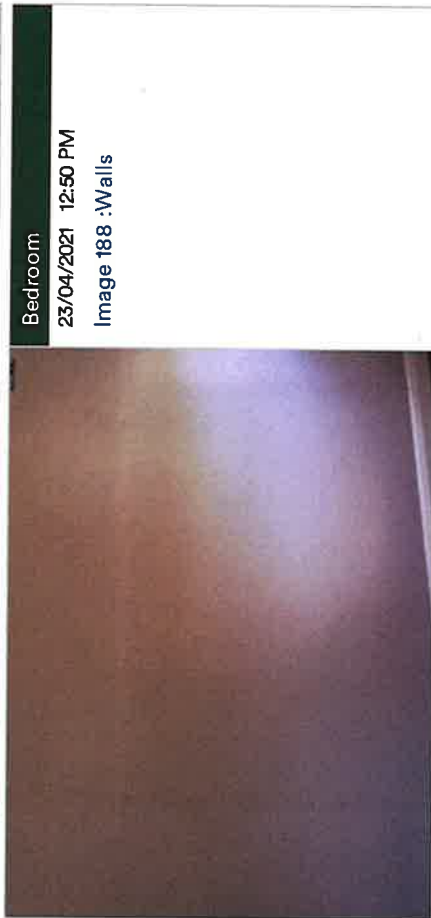
Image 186 :Walls



Bedroom

23/04/2021 12:50 PM

Image 187 :Walls



Bedroom

23/04/2021 12:50 PM

Image 188 :Walls

Inspector Signature *John*

Date

28/04/21

Tenant

Date

2 Short Street, Leichhardt NSW 2040



Bedroom
23/04/2021 12:50 PM
Image 189 :Walls



Bedroom
23/04/2021 12:50 PM
Image 190 :Walls



Bedroom
23/04/2021 12:51 PM
Image 191 :Door/ Doorframe



Bedroom
23/04/2021 12:51 PM
Image 192 :Door/ Doorframe

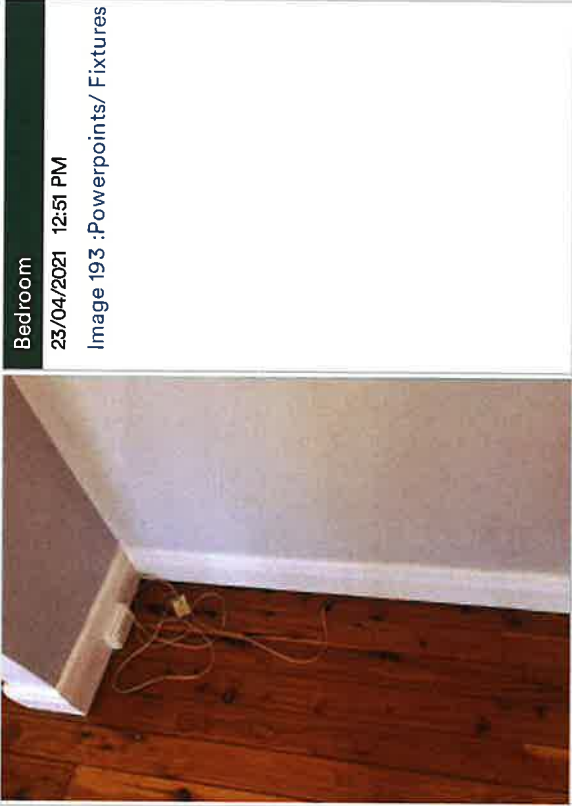
Inspector Signature *John*

Date

28/04/21

Tenant

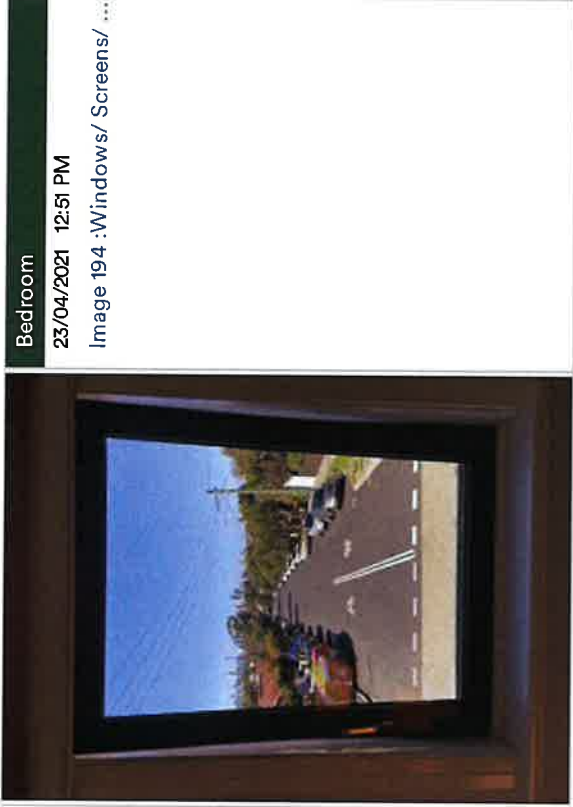
Date



Bedroom

23/04/2021 12:51 PM

Image 193 :Powerpoints/ Fixtures



Bedroom

23/04/2021 12:51 PM

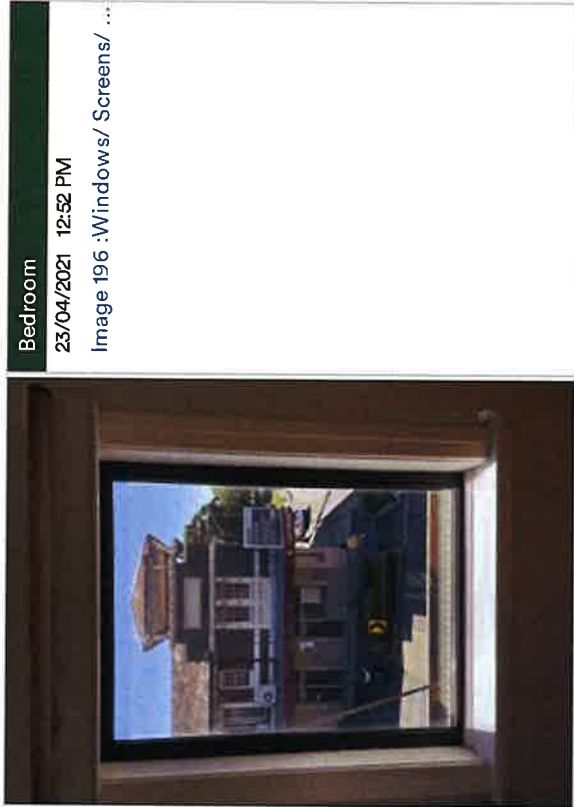
Image 194 :Windows/ Screens/ ...



Bedroom

23/04/2021 12:51 PM

Image 195 :Windows/ Screens/ ...



Bedroom

23/04/2021 12:52 PM

Image 196 :Windows/ Screens/ ...

Inspector Signature

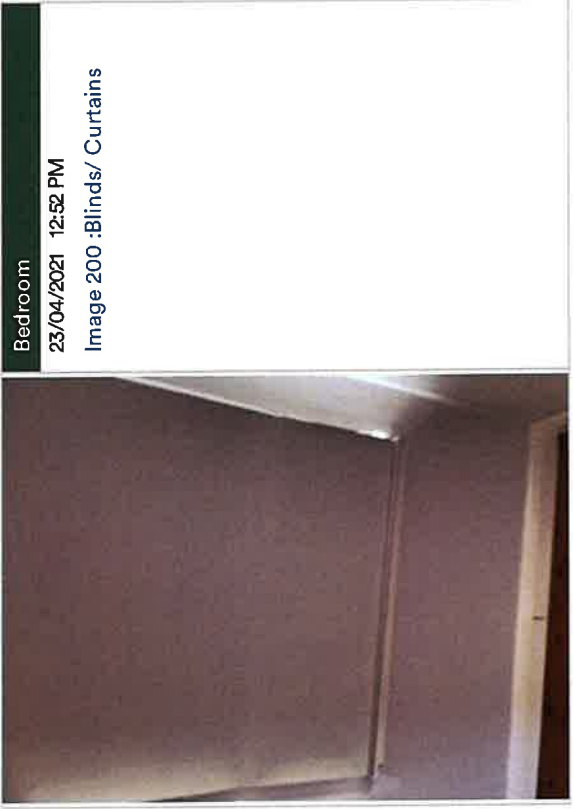
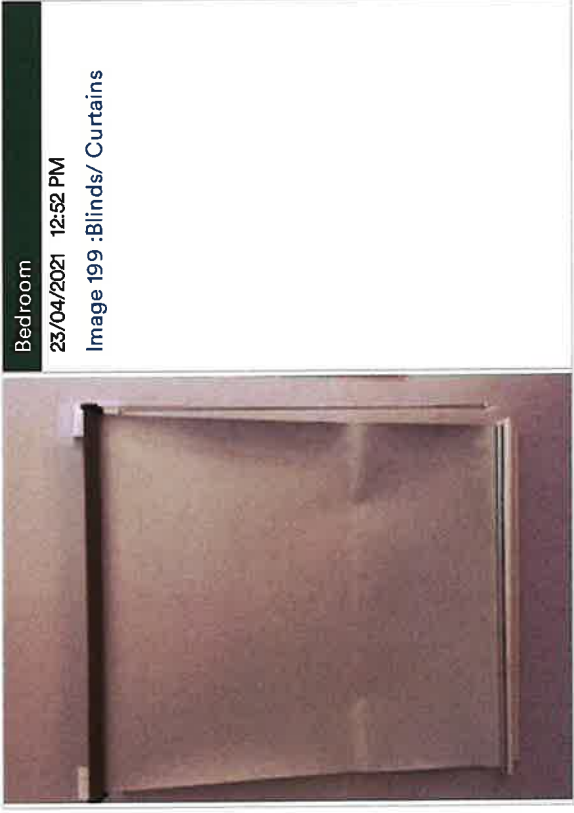
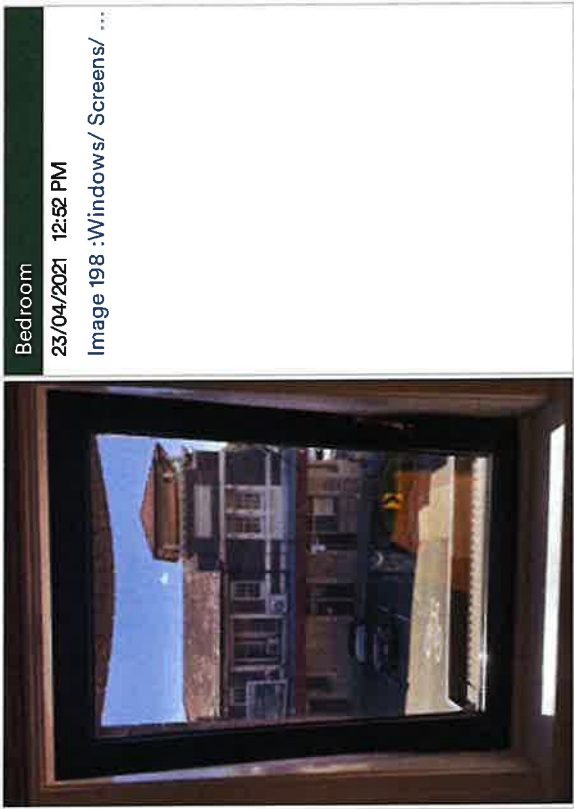
[Signature]

Date

28/04/21

Tenant

Date



Inspector Signature *John*

Date

28/04/21

Tenant

Date



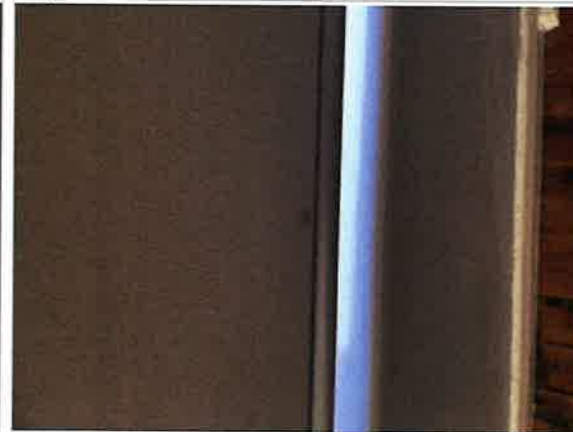
Bedroom
23/04/2021 12:53 PM
Image 201 :Blinds/ Curtains



Bedroom
23/04/2021 12:53 PM
Image 202 :Blinds/ Curtains



Bedroom
23/04/2021 12:53 PM
Image 203 :Blinds/ Curtains



Bedroom
23/04/2021 12:53 PM
Image 204 :Blinds/ Curtains

Inspector Signature *John*

Date 28/04/21

Tenant

Date



Bedroom
23/04/2021 12:54 PM
Image 205 :Lights/ Fixtures



Bedroom
23/04/2021 12:55 PM
Image 206 :Lights/ Fixtures



Bedroom 2
23/04/2021 12:56 PM
Image 207 :Floor



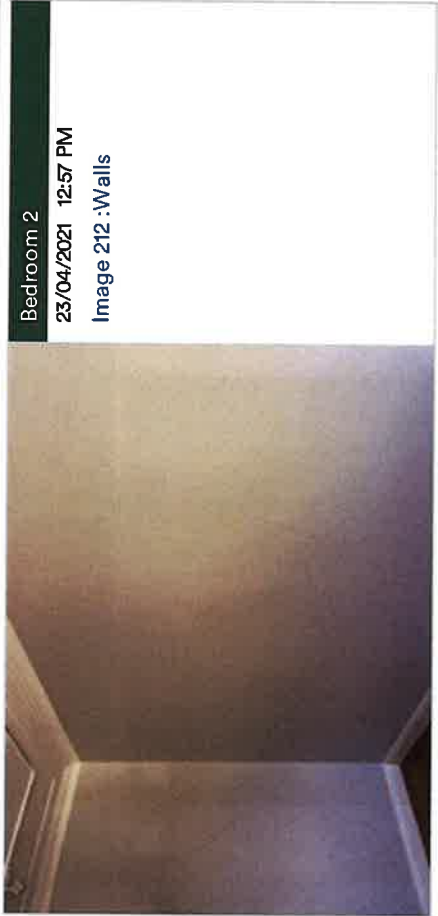
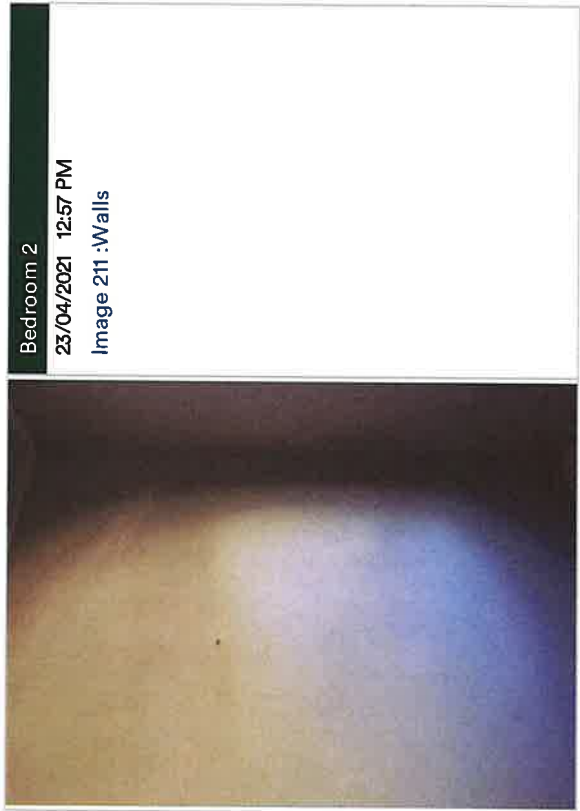
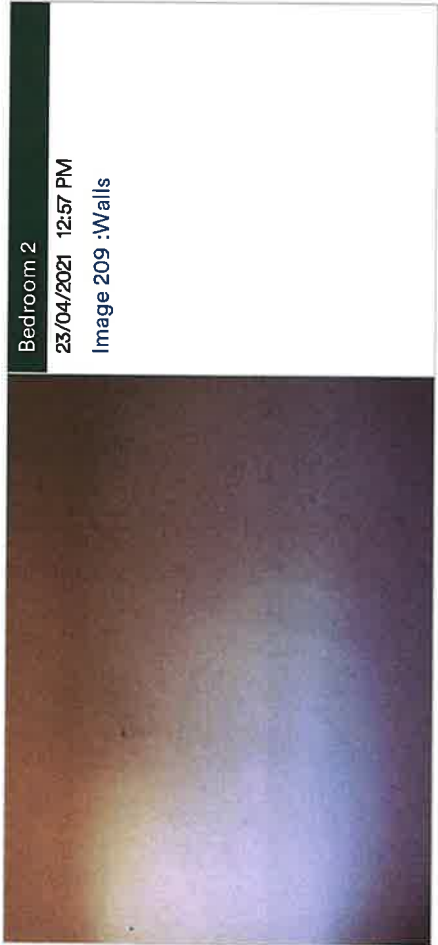
Bedroom 2
23/04/2021 12:56 PM
Image 208 :Floor

Inspector Signature *John*

Date 28/04/21

Tenant

Date



Inspector Signature *John*

Date 28/04/21

Tenant

Date



Bedroom 2

23/04/2021 12:58 PM

Image 213 :Door/ Doorframe



Bedroom 2

23/04/2021 12:58 PM

Image 214 :Door/ Doorframe



Bedroom 2

23/04/2021 12:58 PM

Image 215 :Powerpoints/ Fixtures



Bedroom 2

23/04/2021 12:58 PM

Image 216 :Powerpoints/ Fixt...

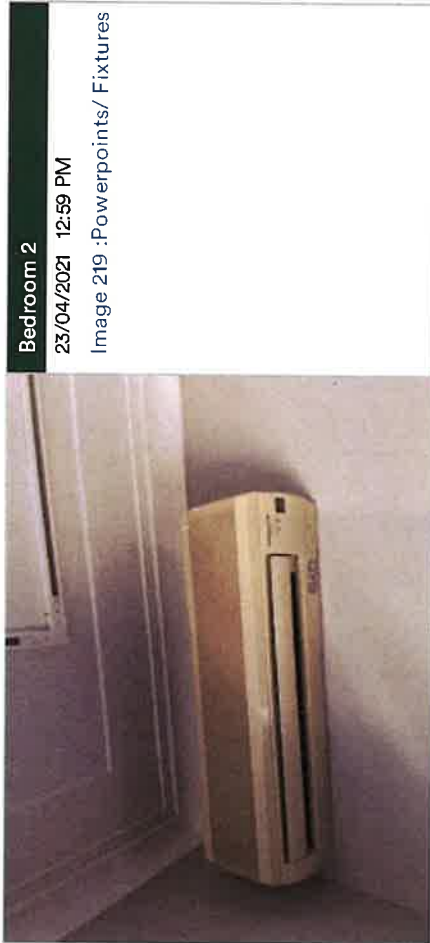
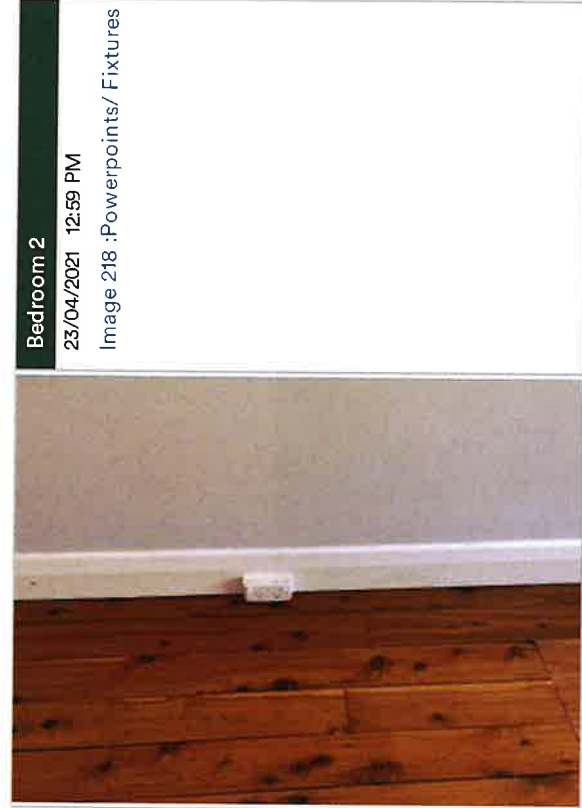
Inspector Signature *[Signature]*

Date

28/04/21

Tenant

Date



Inspector Signature *[Signature]*

Date 28/04/21

Tenant

Date



Bedroom 2

23/04/2021 12:59 PM

Image 221 :Windows/ Screens/ ...



Bedroom 2

23/04/2021 1:00 PM

Image 222 :Blinds/ Curtains



Bedroom 2

23/04/2021 1:00 PM

Image 223 :Lights/ Fixtures



Bedroom 2

23/04/2021 1:00 PM

Image 224 :Lights/ Fixtures

Inspector Signature *Joh*

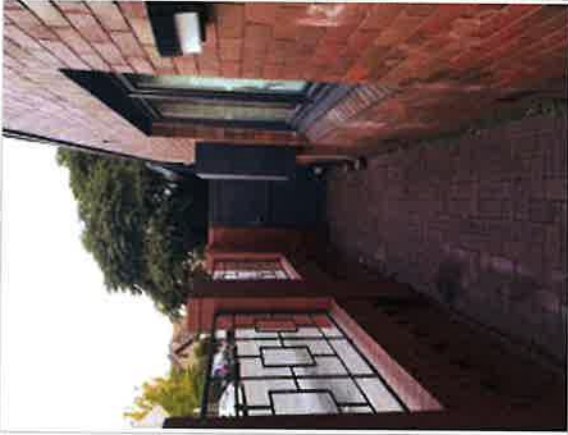
Date 28/04/21

Tenant

Date



Exterior
26/04/2021 5:08 PM
Image 225 :Entrance



Exterior
26/04/2021 5:08 PM
Image 226 :Entrance



Exterior
26/04/2021 5:08 PM
Image 227 :Entrance



Exterior
26/04/2021 5:08 PM
Image 228 :Entrance

Inspector Signature *John*

Date 28/04/21

Tenant

Date



Exterior

26/04/2021 5:09 PM

Image 229 :Rear



Exterior

26/04/2021 5:09 PM

Image 230 :Rear



Exterior

26/04/2021 5:09 PM

Image 231 :Rear



Exterior

26/04/2021 5:09 PM

Image 232 :Rear

Inspector Signature *John*

Date

28/04/21

Tenant

Date



Exterior
26/04/2021 5:09 PM
Image 233 :Rear



Exterior
26/04/2021 5:09 PM
Image 234 :Rear



Exterior
26/04/2021 5:09 PM
Image 235 :Rear



Exterior
26/04/2021 5:10 PM
Image 236 :Rear

Inspector Signature *John*

Date 28/04/21

Tenant

Date



Exterior
26/04/2021 5:10 PM
Image 237 :Rear



Exterior
26/04/2021 5:10 PM
Image 238 :Rear



Exterior
26/04/2021 5:10 PM
Image 239 :Rear



Utilities
23/04/2021 12:25 PM
Image 240 :Furniture List



Utilities
23/04/2021 12:26 PM
Image 241 :Furniture List



Utilities
23/04/2021 12:26 PM
Image 242 :Furniture List



Utilities
23/04/2021 12:26 PM
Image 243 :Furniture List



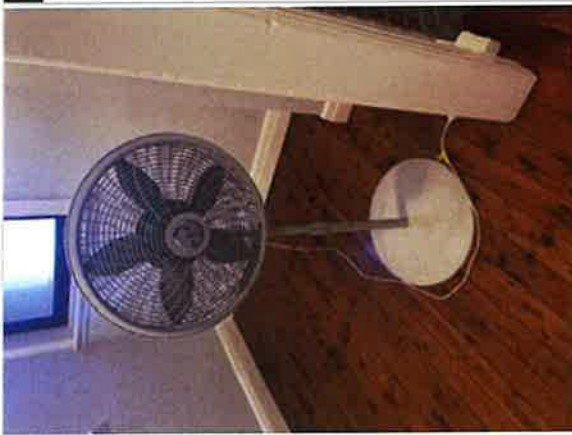
Utilities
23/04/2021 12:26 PM
Image 244 :Furniture List

Inspector Signature *John*

Date 28/04/21

Tenant

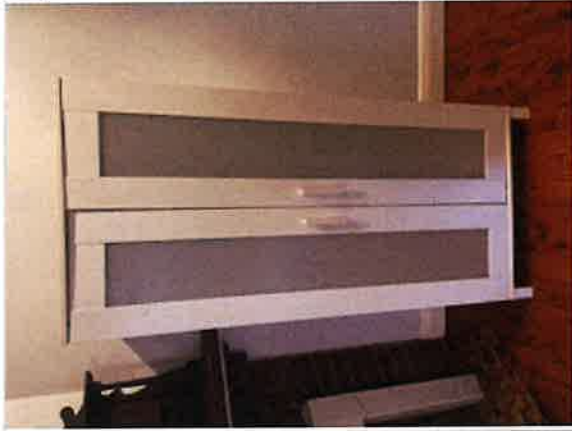
Date



Utilities

23/04/2021 12:33 PM

Image 245 :Furniture List



Utilities

23/04/2021 12:33 PM

Image 246 :Furniture List



Utilities

23/04/2021 12:33 PM

Image 247 :Furniture List



Utilities

23/04/2021 12:34 PM

Image 248 :Furniture List

Inspector Signature

John

Date

28/04/21

Tenant

Date



Utilities

23/04/2021 12:37 PM

Image 249 :Furniture List



Utilities

23/04/2021 1:01 PM

Image 250 :Furniture List



Utilities

26/04/2021 5:08 PM

Image 251 :Water Meter Location

Inspector Signature *John*

Date

28/04/21

Tenant

Date

Gary Benson

From: Gary Benson <gsb@winning.com>
Sent: Friday, 29 November 2024 5:34 PM
To: 'Marie Luketic'
Cc: 'Jeremy Kinross'; 'Anthony Tripodi'
Subject: RE: NCAT Filing - 2 Short Street Leichhardt

Hi Marie

Thanks for your email.

Firstly, I did not cancel the mutually arranged time for inspection, this was done by your office, and I was asked to return the keys to you instead of you collecting them at the inspection, which I duly did.

Secondly, and more importantly, why have you at no time sent me a copy of the email you sent to NCAT filing the evidence upon which you intend to rely, and why did Kinross lie about this fact at yesterday's hearing?

It is very important that you provide to me adequate reasons for your actions and those of Kinross in deliberately misleading the Tribunal. Failure to do so may result in me making an application to NCAT in light of these new facts.

I look forward to your prompt reply.

Kindest regards
Gary Benson

From: Marie Luketic <mluketic@highlandproperty.com.au>
Sent: Friday, 29 November 2024 11:52 AM
To: gsb@winning.com
Cc: Jeremy Kinross <jeremykinross@gmail.com>; Anthony Tripodi <atripod@highlandproperty.com.au>
Subject: RE: NCAT Filing - 2 Short Street Leichhardt

Dear Gary

Thank you for your email confirming receipt of both my emails sent to you yesterday. Please note the following points:

1. Jeremy sent me a copy of the Tribunal's orders yesterday.
2. The email of 30 May 2024 (ie almost 6 months ago) was sent as a courtesy to you, being the first available opportunity since you cancelled the mutually arranged time for inspection of the property and return of the keys on 10 May 2024 at 2.15 pm. Only the keys were returned to our office later that day. Given your overseas departure the following Wednesday 15 May 24, you were sent that email.
3. That email (30 May 2024) also explained in detail, including calculations, as to how the amount owing to our client was calculated. It was not a Tribunal order but also made abundantly clear the 2 claims of our client (and as stated in the original application in April 2024 and again the Tribunal orders yesterday).
4. You have been well aware of the claim for outstanding rent, which goes back as far as 2 September 2022 until 20 January 2024 (some 72 weeks), which you stated to the Tribunal yesterday. As also stated, there has

never been a dispute about the rent from 20 January 2024 until 10 May 2024. Furthermore, the 2 reserved decisions of the Tribunal (14 November 2023 & 25 March 2024) included some findings about this rent issue.

5 . Should you have any further issues, and we don't understand why you have not paid the outstanding amount owed as stated in that 30 May 2024 email, you can raise them at the next hearing on 13 January 2025. Accordingly, please refrain from any further correspondence.

Best Regards,

Marie Luketic

Team Leader - Property Manager

t 02 8595 1888 | m 0402 670 238

e mluketic@highlandproperty.com.au | w highlandproperty.com.au

144 King Street, Newtown NSW



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From: Gary Benson <gsb@winning.com>

Sent: Thursday, 28 November 2024 11:23 PM

To: Marie Luketic <mluketic@highlandproperty.com.au>

Cc: jeremykinross@gmail.com; Anthony Tripodi <atripodi@highlandproperty.com.au>

Subject: RE: NCAT Filing - 2 Short Street Leichhardt

Dear Marie

I can acknowledge that I have today received two separate emails with differing contents and formats.

I'm a little bit confused because at today's hearing Mr Kinross assured both the Member and me that only one single email had been sent to both myself and NCAT containing the evidence for this matter.

It appears now that two separate emails may have actually been sent, one to NCAT on 31 May 2024 containing the NCAT formatted evidence with index and numbered pages, and an earlier email on 30 May 2024 that you say was sent to me and was not in the required evidentiary format, despite the strict NCAT requirements.

Can you please clarify which email was sent to me, whether this was the same email that was sent to NCAT, and if not, why not, and why would Mr Kinross have misled NCAT about this today?

Happy Thanksgiving

Gary Benson

From: Marie Luketic <mluketic@highlandproperty.com.au>
Sent: Thursday, 28 November 2024 1:37 PM
To: gsb@winning.com
Cc: jeremykinross@gmail.com; Anthony Tripodi <atripodi@highlandproperty.com.au>
Subject: NCAT Filing - 2 Short Street Leichhardt

Dear Gary,

Further to my previous email of today, please see attached the NCAT file which at today's hearing NCAT confirmed they received on 31st May 2024.

As per NCAT orders made today, please confirm receipt of this email within one business day.

Best Regards,

Marie Luketic

Team Leader - Property Manager

t 02 8595 1888 | m 0402 670 238

e mluketic@highlandproperty.com.au | w highlandproperty.com.au

144 King Street, Newtown NSW



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