

AMENDED DEFENCE

No: VID 809 of 2024

Federal Court of Australia
District Registry: Victoria Registry
Division: General

JONNINE JAYE DIVILLI

Applicant

HOUSING AUTHORITY and another

First Respondent

Parties

1. As to paragraph 1 of the Further Amended Statement of Claim dated 1 December 2025 25 November 2024 (**Statement of Claim**) the respondents:

1.1. admit subparagraphs (a), (b) and (c);

1.2. as to subparagraph (d):

- (a) say the Applicant (**Ms Divilli**), along with Mr Bayden Rivers (**Mr Rivers**), entered into an agreement with the Authority, as agent for the Yurmulun Aboriginal Corporation (**YAC**) as owner, on or about 6 July 2015 (**Divilli Tenancy Agreement**) with respect to the leasing of a residential property located at Lot **■**, Pandanus Park (**Divilli Premises**);

PARTICULARS

- A. The Divilli Tenancy Agreement is in writing and is constituted by a document entitled 'Tenancy Agreement' signed on behalf of the Authority, as agent of the YAC as owner, Ms Divilli, and Mr Rivers.

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| Filed on behalf of (name & role of party) | Housing Authority – First Respondent |
| | State of Western Australia – Second Respondent |
| Prepared by (name of person/lawyer) | Cameron Maclean |
| Law firm (if applicable) | Barry Nilsson Lawyers (WA) |
| Tel (08) 6424 0400 | Fax (08) 6424 0409 |
| Email | PerthPA@bnlaw.com.au |
| Address for service (include state and postcode) | Level 29, 44 St Georges Terrace, Perth WA 6000 |

Paragraphs 2, 3, 4 & 5

B. A copy of the Divilli Tenancy Agreement is in the possession of the respondents' solicitors and may be inspected upon request.

(b) admit subparagraphs (d)(i) and d(iii);

(c) say with respect to subparagraph d(ii) that the first respondent (**Authority**) is a deemed lessor of the Divilli Premises for the purposes of the *Residential Tenancies Act 1987* (WA) (**RT Act**) pursuant to section 62G of the *Housing Act 1980* (WA) (**Housing Act**);

1.3. otherwise deny each and every allegation pleaded in that paragraph.

2. As to paragraph 2 of the Statement of Claim, the respondents do not know and therefore cannot admit whether the proceeding has been validly commenced as a representative proceeding pursuant to Part IVA of the *Federal Court of Australia Act 1976* (Cth) (**FCA Act**) on behalf of the applicant and on behalf of the Group Members (as defined in the Statement of Claim).

3. The respondents do not know and therefore cannot admit paragraph 3 of the Statement of Claim.

4. As to paragraph 4 of the Statement of Claim, the respondents:

4.1. admit subparagraphs (a), (b), and (c);

4.2. deny subparagraph (d);

4.3. admit subparagraph (e);

4.4. as to subparagraph (f):

(a) admit that the Authority is an authority within the meaning of section 4 of the *Competition and Consumer Act 2010* (Cth) (**CC Act**); and

(b) otherwise deny the allegations in that subparagraph; and

4.5. admit subparagraph (g).

5. As to paragraph 5 of the Statement of Claim:

5.1. the respondents admit that the Authority was party to a housing management agreement (as defined in the Housing Act) with the YAC in respect of those lots at Yurmulun on which the Divilli Premises is located;

Paragraph 5A

5.2. the respondents otherwise do not admit the allegations in that paragraph.

5A. Further to the above, the respondents:

5A.1 say that by section 62B(1) of the Housing Act, the Authority may enter into a housing management agreement (**HMA**) in respect of "Aboriginal land" being:

- (a) Crown land; or
- (b) freehold land that is owned by The Aboriginal Affairs Planning Authority (**AAPA**) continued in existence under the *Aboriginal Affairs Planning Authority Act 1972* (WA) (**AAPA Act**), Aboriginal Lands Trust (**ALT**) established by section 20(1) of the AAPA Act or the second respondent (**State**),

over which any of the following entities have the power to grant a lease:

- (c) AAPA;
- (d) ALT;
- (e) a corporation registered under the *Corporations (Aboriginal and Torres Strait Islander) Act 2006* (Cth);
- (f) an incorporated association under the *Associations Incorporation Act 2015* (WA) the membership of which is wholly or principally composed of persons of Aboriginal descent as defined in section 4 of the AAPA Act; and
- (g) an entity prescribed for the purposes of the definition of "Aboriginal entity" in section 62A of the Housing Act (together **Aboriginal Entities**);

5A.2 say that by section 62B(2) of the Housing Act, the purpose of a HMA is to enable the Authority to control and manage, on behalf of the Aboriginal Entity, the letting and leasing of housing on the Aboriginal Land;

5A.3 say that by section 62D of the Housing Act, a HMA applies in relation to:

- (a) a lot (**Nominated Lot**) that is listed in the HMA for the period specified for the lot in the HMA; and
- (b) a house (**Nominated House**) that is on a Nominated Lot and listed in the HMA,

for the period specified for the house in the HMA;

Paragraph 5A

- 5A.4 say that by section 62C of the Housing Act, the Authority cannot enter into a HMA or list a lot or house as a Nominated Lot or Nominated House in relation to which a HMA applies unless it is satisfied that doing so would accord with the wishes of the Aboriginal inhabitants of the Aboriginal Land to the extent those wishes can be ascertained and are practicable;
- 5A.5 say that by section 62E of the Housing Act:
- (a) rent for the let or lease of a Nominated Lot or Nominated House is payable to the Authority;
 - (b) the amount of rent is the amount determined by the Authority and approved by the Minister; and
 - (c) a determination by the Authority may provide for all or any of the following matters:
 - (i) the payment of different rents in respect of different Nominated Lots or Nominated Houses or different classes of Nominated Lots or Nominated Houses;
 - (ii) the payment of different rents by tenants of different classes;
 - (iii) the allowance of rebates in the circumstances and subject to the conditions specified in the determination;
- 5A.6 say that by section 62F of the Housing Act, a HMA must provide for the Authority to execute, on behalf of the Aboriginal Entity as lessor, a residential tenancy agreement in respect of a Nominated Lot or Nominated House;
- 5A.7 say that by section 62G of the Housing Act:
- (a) subject to Part VIIA of the Housing Act and the HMA, the RT Act applies in relation to the lease of the Nominated Lot or Nominated House as if:
 - (i) the Nominated Lot or Nominated House were residential premises in section 3 of the RT Act; and
 - (ii) the Authority were the lessor of the premises as defined in section 3 of the RT Act; and
 - (b) the Authority is not to be treated as the lessor of the Nominated Lot or Nominated House for any other purpose;

Paragraph 5A & 6

- 5A.8 say that by section 62H of the Housing Act, a HMA does not create any interest in Aboriginal Land in favour of the Authority and is not an acquisition of property;
- 5A.9 say that by section 62I of the Housing Act, a party to a HMA cannot require the payment of a fee or charge for entering into the HMA or doing anything that the party is required or permitted to do under the HMA;
- 5A.10 say that at all material times the Authority entered into HMAs with Aboriginal Entities by which it was authorised to execute tenancy agreements in respect of Nominated Lots and Nominated Houses, on behalf of each Aboriginal Entity, under and in accordance with section 62F(c) of the Housing Act;
- 5A.11 say that at all material times it was a term of each HMA (clause 4.4(b) and (c)) that:
- (a) the Authority was not required to repair any damage to, or replace any damaged aspect of, any Nominated House as a result of:
 - (i) a wilful or negligent act or omission by the Aboriginal Entity, Tenant or any other third party who gained access to an affected Lot or House with the express or implied consent of the Tenant; or
 - (ii) any breach of the HMA by the Aboriginal Entity, its employees, agents or contractors;
 - (b) if damage of the kind described in subparagraph (a) above occurred, the Authority was entitled to determine, at its absolute discretion, whether it would seek recompense from the tenant, the Aboriginal Entity or any other person deemed responsible for that damage for any repairs to or replacement of the damaged property, and the amount of any recompense was to be determined having regard to the individual circumstances of the case; and
 - (c) all rent received by the Authority was to be spent on repairs and maintenance.
6. As to paragraph 6 of the Statement of Claim, the respondents:
- 6.1. repeat their pleading in paragraph 5A.5 and 5A.7 herein;
 - 6.2. say that the application of the RT Act is subject to the operation of Part VIIA of the Housing Act and the terms of an applicable HMA (by virtue of section 62G of the Housing Act);
 - 6.3. otherwise deny the allegations pleaded therein.

Paragraphs 7 & 8

7. The respondents deny the allegations pleaded in paragraph 7 of the Statement of Claim and say further that each tenancy agreement (referred to in paragraph 7 as a Primary Agreement) must be understood on its own terms and pursuant to the provisions of the RT Act and the Housing Act.
8. As to paragraph 8 of the Statement of Claim, the respondents:
- 8.1. admit subparagraph (a);
- 8.2. as to subparagraph (b):
- (a) say that the Authority executed residential tenancy agreements in respect of Nominated Lots and Nominated Houses on behalf of the Aboriginal Entity as lessor in accordance with Part VIIA of the Housing Act and each HMA entered into thereunder;
- (b) say that the Authority, in so executing residential tenancy agreements, did so in its own right and lacked any express or other authority to bind the State to the residential tenancy agreements;
- (c) otherwise deny each and every allegation pleaded in that subparagraph;
- 8.3. as to subparagraph (c):
- (a) say that by section 11A of the Housing Act, the power to give written directions to the Authority with respect to the performance of its functions under the Housing Act or any other Act, either generally or in relation to a particular matter, is vested in the Minister;
- (b) say that the Minister is one of the principal executive officers of the Government of the State to whom the administration of the Housing Act is for the time being committed by the Governor; and
- (c) otherwise deny each and every allegation pleaded in that subparagraph; and
- 8.4. as to subparagraph (d):
- (a) say that the *Australian Consumer Law (ACL)* binds the Crown in right of the State of Western Australia so far as the Crown carries on a business either directly or by an authority of the State;

Paragraphs 8, 9 & 10

(b) say that, as pleaded further in paragraph 12.6(b) herein, the Authority did not carry out a business in respect to the implementation of Part VIIA of the Housing Act; and

(c) otherwise deny the allegations pleaded in that subparagraph.

9. As to paragraph 9 of the Statement of Claim, the respondents deny:

9.1. the State was party to a Primary Agreement (as defined in the Statement of Claim);

9.2. the further allegations pleaded in that paragraph 9 consequential upon the allegation that the State was party to a Primary Agreement.

10. As to paragraph 10 of the Statement of Claim, the respondents:

10.1. as to subparagraph (a):

(a) say that by section 49 of the Housing Act, the Minister and the Authority subject to the Minister were at all material times authorised to do all acts and things necessary or convenient for the purpose of enabling the State to participate in any scheme or arrangement for the granting of financial assistance by the Commonwealth for housing purposes;

(b) say that, in 2008, the Commonwealth, State and Territory governments entered into the National Partnership on Remote Indigenous Housing (**NPARIH**), subject to the provisions of the Intergovernmental Agreement on Federal Financial Relations;

(c) say that the Commonwealth and the State subsequently entered into the Western Australia Implementation Plan (2014-2015 to 2015-2016) which was to form a schedule to the NPARIH;

(d) say that, in 2016, the NPARIH became known as the National Partnership Agreement on Remote Housing (**NPARH**);

(e) say that the NPARIH and the NPARH were signed by the Premier of Western Australia on behalf of the State;

(f) say that, between 2009 and 2019, the State, by the Authority, utilised Commonwealth funding under the NPARIH and the NPARH to refurbish 1,705 houses and construct 842 houses in remote Aboriginal communities in the Pilbara, Kimberley, Mid-West Gascoyne and Goldfields regions;

Paragraphs 10, 11 & 11A

- (g) say further that neither the State nor the Authority at any time owned the houses constructed as pleaded in paragraph 10.1(f) herein; and
 - (h) otherwise admit that subparagraph;
- 10.2. as to subparagraph (b):
- (a) repeat paragraphs 8.2 and 10.1 of this Defence; and
 - (b) otherwise deny each and every allegation pleaded in that subparagraph.

Remote Housing – Regulatory Framework

11. As to paragraph 11 of the Statement of Claim, the respondents:
- 11.1. do not know and therefore cannot admit the allegations pleaded in subparagraph (a):
 - 11.2. do not know and therefore cannot admit the allegations pleaded in subparagraph (b);
 - 11.3. as to subparagraph (c):
 - (a) admit that Claimants who were tenants under a residential tenancy agreement established under Part VIIA of the Housing Act were tenants within the meaning of the RT Act; and
 - (b) otherwise do not admit that subparagraph;
 - 11.4. as to subparagraph (d):
 - (a) say that, on the proper construction of the RT Act, fixed term tenancies may be extended or renewed, in which event the tenancy does not continue as a periodic tenancy under section 64C of the RT Act; and
 - (b) otherwise deny each and every allegation pleaded in that subparagraph.
- 11A.1 Further to paragraph 11 herein, the respondents:
- 11A.1 repeat their pleading in paragraph 1.2 herein;
 - 11A.2 say that the Divilli Tenancy Agreement materially contains express terms to the effect that:

Paragraph 11A

- (a) the lessor leases to the tenants, and the tenants accept the lease of, the Divilli Premises [Clause 1.1];
- (b) the Divilli Premises must only be used for residential purposes [Clause 1.2];
- (c) the lease of the Divilli Premises to the tenants is on a periodic basis [Clause 1.3];
- (d) the rent to be paid by the tenants for the lease of the Divilli Premises is \$126.80 per week, as subsequently varied or reviewed pursuant to the terms of the Divilli Tenancy Agreement [Clauses 1.4 and 1.6];
- (e) the lessor may recalculate the applicable rent at any time, including without limitation as a result of an annual review, or upon the tenants notifying it of a change in their income or family circumstances [Clause 1.7];
- (f) the new rent which is to apply following a review under Clause 1.7 of the Divilli Tenancy Agreement is to be determined and calculated in accordance with the rent policy contained in Annexure B thereto (**Rent Policy**) [Clause 1.8];
- (g) the lessor may change or amend the method for calculating the rent which is set out in the Rent Policy by giving the tenants no less than 60 days' written notice of such amendment or change, provided that the amended or changed method will not take effect earlier than 6 months after the commencement of the Divilli Tenancy Agreement or the last amendment or change to the method [Clause 1.10];
- (h) the lessor is not required to give the tenants any notice before it recalculates the applicable rent in accordance with Clause 1.7 [Clause 1.11];
- (i) the lessor or its agent may enter the Divilli Premises:
 - (i) with the consent of the tenants, given at or immediately before the time of entry;
 - (ii) in the case of an emergency;
 - (iii) to inspect the premises if there are reasonable grounds to believe that the premises have been abandoned and the tenants have not responded to a notice from the lessor;

Paragraph 11A

- (iv) for the purposes of collecting rent;
- (v) to conduct up to 4 routine inspections in a 12 month period after giving between 7 and 14 days' written notice;
- (vi) at any time after giving the tenants not less than 72 hours' notice in writing before the proposed entry, [Clause 1.13];

- (j) the lessor is to give the tenants vacant possession of the Divilli Premises on 6 July 2015, and provide the premises to the tenants in a reasonable state of cleanliness and repair having regard to its age and character [Clause 2.1].
- (k) the lessor must comply with all laws affecting the Divilli Premises, including building, health and safety laws [Clause 2.2];
- (l) the lessor must maintain the Divilli Premises in a reasonable state of repair having regard to its age and character [Clause 2.3];
- (m) the lessor must arrange for any repairs which are its responsibility under Clause 2.3 to be carried out within a reasonable period of time after the need for repairs arises, save and except that if the tenants give the lessor notice of the need for urgent repairs (as defined under section 43(1) of the RT Act), the lessor must ensure that the repairs are carried out by a suitably qualified repairer as soon as possible after receiving that notification [Clause 2.4];
- (n) the tenants may arrange for urgent repairs to be carried out in the circumstances set out in clauses 2.5 and 2.6 of the Divilli Tenancy Agreement;
- (o) the lessor shall not cause or permit any interference with the reasonable peace, comfort or privacy of the tenants in the use of the Divilli Premises and shall take all reasonable steps to enforce this obligation upon any other tenants in occupation of adjacent premises [Clause 2.7];
- (p) the lessor must provide and maintain all locks and other devices that are necessary to ensure premise are reasonably secure, and neither the lessor nor the tenants shall alter, remove, or add any locks or other devices without the consent of the other given at or immediately before the time of alteration, removal or additional of any lock or device [Clause 2.8];

Paragraph 11A & 12

- (q) the tenants must not intentionally or negligently cause or permit damage to the Divilli Premises [Clause 3.4.5];
- (r) the tenants must advise the lessor as soon as practicable if any damage occurs [Clause 3.4.6];
- (s) the tenants must keep the Divilli Premises in a reasonable state of cleanliness [Clause 3.4.7];
- (t) the tenants must not allow anyone who is lawfully at the Divilli Premises to breach the terms of the Divilli Tenancy Agreement [Clause 3.4.9];
- (u) the tenants must keep the Divilli Premises in a condition that does not (and shall ensure that their activities on the premises do not) attract rodents, vermin, insects, birds, animals or other pests and if the tenants fail to comply with this obligation, then they shall be responsible for the eradication of any infestations, including without limitation, the employment of a pest exterminator, approved by the lessor, to carry out the necessary work [Clause 3.11].
- (v) the tenants must not intentionally or negligently cause or allow any other person to cause damage to the Divilli Premises or adjoining premises [Clause 3.12].

12. As to paragraph 12 of the Statement of Claim, the respondents:

- 12.1. deny that the Authority was acting as agent for the State;
- 12.2. admit that the Authority facilitated, as agent for Aboriginal Entities, the provision of residential housing:
 - (a) in return for a promise that rent would be paid for that housing;
 - (b) as part of a program for maintaining that housing;
 - (c) in an organised manner;
- 12.3. deny that the Authority carried out the provision of residential housing for the purposes of earning revenue for itself or any other entity, and say further that the Authority manages aboriginal residential housing in furtherance of a social good;
- 12.4. deny the allegations pleaded in subparagraph b(vii) and say further that:

Paragraphs 12 & 13

- (a) the Authority in the implementation of Part VIIA of the Housing Act did not at any material time supply a service for the purposes of the ACL when it:
 - (i) carried out its obligation to carry out repair or maintenance pursuant to the provisions of the RT Act or the terms of a residential tenancy agreement;
 - (ii) carried out any improvements;
 - (iii) controlled or managed housing; or
 - (iv) provided residential housing;
- (b) the Authority, in the implementation of Part VIIA of the Housing Act, performed a governmental function and did not carry on a business; and

PARTICULARS

- A. The Authority does not have any ownership or other legal interest in the land the subject of the Nominated Lots or Nominated Houses under Part VIIA of the Housing Act and the HMAs entered into thereunder.
- B. It is a term of each HMA that rent must be spent on repairs and maintenance such that the Authority has no entitlement to the rent other than for the purpose of carrying out repairs and maintenance.
- C. By section 62I of the Housing Act, the Authority cannot require the payment of a fee or charge for entering into a housing management agreement or doing anything that it is required or permitted to do under the housing management agreement.
- D. The Authority does not make, or seek to make, any profit in the performance of its functions under Part VIIA of the Housing Act and performs those functions with the aim of achieving the relevant objects of the Housing Act.

12.5. otherwise deny each and every allegation pleaded in that paragraph.

13. The respondents deny each and every allegation in paragraph 13 of the Statement of Claim.

*Paragraphs 14 & 15***Contract Claims**

14. The respondents deny each and every allegation in paragraph 14 of the Statement of Claim and say that, on the proper construction of the Housing Act and the RT Act:
 - 14.1. the Authority and an Aboriginal Entity may lawfully enter into a HMA, which affects the extent to which the RT Act applies to the Authority, as if the Authority were lessor under the RT Act under section 62G of the Housing Act;
 - 14.2. such a HMA is not void or of no effect by reason of the operation of section 82(1) of the RT Act and neither the Authority nor the Aboriginal Entity in entering into the HMA acts contrary to section 82(2) of the RT Act; and
 - 14.3. in the premises pleaded in this paragraph 14, the respondents say that the RT Act applies to tenancy agreements in Western Australia, save and to the extent that the RT Act is modified by virtue of the Housing Act or a HMA made in conformity with the Housing Act.

15. As to paragraph 15 of the Statement of Claim, the respondents:
 - 15.1. repeat their pleading in paragraph 11A.2 as to the Divilli Tenancy;
 - 15.2. as to subparagraph (i), and subject to the proviso pleaded in paragraph 14 herein:
 - (a) say that by section 42(2)(c) of the RT Act, it is a term of every residential tenancy agreement that the lessor must comply with all requirements in respect of buildings, health and safety under any other written law insofar as they apply to the premises;
 - (b) say that by section 38(1)(c) of the RT Act, it is a term of every residential tenancy agreement that the tenant shall not intentionally or negligently cause or permit damage to the premises or, where relevant, a common area or chattels in the common area;
 - (c) say that by section 38(1)(b) of the RT Act, it is a term of every residential tenancy agreement that the tenant must advise the lessor or the lessor's agent as soon as practicable if any damage occurs (including damage which the tenant has caused or permitted contrary to the term provided for by section 38(1)(c));
 - (d) say that, on the proper construction of the RT Act, the lessor's obligation under the term incorporated by section 42(2)(c) of the RT Act includes an obligation to comply with all requirements in respect of buildings, health

and safety under any written law applicable to the premises, but that obligation only arises in respect of damage caused or permitted by the tenant contrary to the term provided for in section 38(1)(c) after the tenant has advised the lessor or lessor's agent of that damage in accordance with the term provided for by section 38(1)(b) of the RT Act or the lessor otherwise becomes aware of the issue;

- (e) say that by section 42(2)(b) of the RT Act, it is a term of every residential tenancy agreement that the lessor must maintain the premises in a reasonable state of repair having regard to its age and character and must conduct any repairs within a reasonable period after the need for repair arises;
- (f) say that, on the proper construction of the RT Act, the lessor's obligation under the term incorporated by section 42(2)(c) of the RT Act includes an obligation to conduct repairs of damage which the tenant has caused or permitted contrary to the term provided for by section 38(1)(c) of the RT Act, but only within a reasonable time after the tenant has advised the lessor or lessor's agent of that damage in accordance with the term provided for by section 38(1)(b) of the RT Act or the lessor otherwise becomes aware of the issue; and
- (g) otherwise deny each and every allegation pleaded in that paragraph;

15.3. as to subparagraph (ii):

- (a) say that by sections 4, 6(a) and 45(1)(a) of the RT Act and regulation 7A(3)-(4) of the *Residential Tenancies Regulations 1989* (WA) (**RT Regulations**), as to any premises to which a HMA applies, it is a term of the residential tenancy agreement that the lessor must provide and maintain such means to ensure that the residential premises are secure;
- (b) say that by section 38(1)(b) of the RT Act, it is a term of every residential tenancy agreement that the tenant must advise the lessor or the lessor's agent as soon as practicable if any damage occurs;
- (c) say that, on the proper construction of the RT Act, the lessor's obligation to rectify any damage suffered after the inception of the tenancy agreement, which damage would be relevant to a term incorporated by section 45(1)(a) of the RT Act, is not engaged until the lessor is notified of, or otherwise becomes aware of, the issue; and
- (d) otherwise deny each and every allegation pleaded in that subparagraph;

15.4. as to subparagraph (iii):

Paragraphs 15

- (a) say that by section 42(2)(b) of the RT Act, it is a term of every residential tenancy agreement that the lessor must maintain the premises in a reasonable state of repair having regard to its age and character and must conduct any repairs within a reasonable period after the need for the repair arises;
 - (b) say that by section 38(1)(b) of the RT Act, it is a term of every residential tenancy agreement that the tenant must advise the lessor or the lessor's agent as soon as practicable if any damage occurs;
 - (c) say that, on the proper construction of the RT Act, the lessor's obligation to maintain the premises in a reasonable state of repair under the term incorporated by section 42(2)(b) of the RT Act only requires the premises to be repaired by the lessor in respect of damage of which the lessor has been notified by the tenant in accordance with the term provided for by section 38(1)(b) of the RT Act or the lessor otherwise becomes aware of the issue; and
 - (d) otherwise deny each and every allegation pleaded in that subparagraph;
- 15.5. as to subparagraph (iv):
- (a) say that by section 44(2)(b) of the RT Act, it is a term of every residential tenancy agreement that the lessor must not cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use by the tenant of the premises;
 - (b) say that by section 38(1)(b) of the RT Act, it is a term of every residential tenancy agreement that the tenant must advise the lessor or the lessor's agent as soon as practicable if any damage occurs;
 - (c) say that, on the proper construction of the RT Act, the lessor's obligation not to cause or permit any interference with the reasonable peace, comfort or privacy of the tenant in the use of the premises, under the term incorporated by section 44(2)(b) of the RT Act, is not engaged to the extent that an interference is caused by damage to the premises which the tenant has caused or permitted unless and until the lessor is notified of, or otherwise becomes aware of, the issue; and
 - (d) otherwise deny each and every allegation pleaded in that subparagraph; and
- 15.6. deny each and every allegation pleaded in subparagraph (v).

Paragraphs 16, 17, 18, 19 & 19A

16. The respondents deny each and every allegation in paragraph 16 of the Statement of Claim.

17. As to paragraph 17 of the Statement of Claim, the respondents:

17.1. say that, at the time that Ms Divilli entered the Divilli Tenancy Agreement with the lessor, the Authority was aware that Ms Divilli intended to use the Divilli Premises as a residence;

17.2. say that the Divilli Tenancy Agreement was otherwise subject to the terms pleaded in paragraph 12 herein;

17.3. otherwise do not know and therefore cannot admit the allegations pleaded therein.

18. The respondents deny each and every allegation in paragraph 18 of the Statement of Claim.

Alleged Contract and ACL Guarantee Breaches

19. As to paragraph 19 of the Statement of Claim, the respondents:

19.1. say that by section 342(1) of the *Health (Miscellaneous Provisions) Act 1911 (WA) (H(MP) Act)*, a local government may, with the Chief Health Officer's consent, pass local laws for the purposes specified in the H(MP) Act or generally for carrying into effect the provisions of the H(MP) Act, and shall do so if directed by the Chief Health Officer;

19.2. say that by section 26 of the H(MP) Act, every local government is authorised and directed to carry out within its district the provisions of the H(MP) Act and the regulations, local laws, and orders made thereunder;

19.3. say that by section 3.5 of the *Local Government Act 1995 (WA) (LG Act)*, a local government has legislative power to make local laws in relation to its function under the LG Act and to make local laws conferred by any other Act;

19.4. will rely upon the terms of the local law passed by the relevant local government as applicable to each Claimant's Premises for their full terms, meaning and effect;

19.5. will otherwise rely on the provisions of the Housing Act, RT Act, HMA and residential tenancy agreement for their full terms, meaning and effect as relevant to the content of any obligation owed by the Authority in the relevant facts and circumstances of each tenancy;

19.6. otherwise deny each and every allegation pleaded therein.

19A. Further to paragraph 19 hereof:

Paragraphs 19A

19A.1 with respect to sub-paragraph (a), the respondents:

- (a) say that clause 19(j) of the *Shire of Derby / West Kimberley Health Local Laws 1998 (Derby Local Laws)* has at material times provided that the owner or occupier of a dwelling house shall maintain all doors and windows in good working order and weatherproof condition;
- (b) say that clause 19(k) of the Derby Local Laws has at all material times provided that the owner or occupier of a dwelling house shall retain all natural lighting free from any obstruction which would reduce the natural lighting, below the ratio of 10% of the floor area;
- (c) say that clause 25 of the Derby Local Laws has at all material times provided that a person shall not occupy, or permit to be used or occupied, a house unless it is properly ventilated;
- (d) otherwise do not admit the allegations pleaded therein;

19A.2 with respect to sub-paragraph (b), the respondents:

- (a) say that clause 19(i) of the Derby Local Laws has at all material times provided that the owner or occupier of a dwelling house shall maintain all ceilings, internal wall finishes, skirtings, architraves and other fixtures and fittings complete and with smooth unbroken surfaces;
- (b) otherwise do not admit the allegations pleaded therein;

19A.3 with respect to sub-paragraph (c), the respondents:

- (a) say that the *Australian Drinking Water Guidelines* have been amended from time to time throughout the term of the Divilli Tenancy Agreement, and they will rely upon the terms of that document, as applicable at the appropriate points in time, at the hearing of this action;
- (b) say that clause 10(2) of the Derby Local Laws has at all material times provided that the owner of premises shall keep or cause to be kept in good repair, and maintain an adequate water supply to, all sanitary conveniences in or on the premises;
- (c) say that clause 15(2) of the Derby Local Laws has at all material times provided that all baths, showers, wash hand basins and similar fittings shall be provided with an adequate supply of hot and cold water;

Paragraph 19A

- (d) say that clause 27(2) of the Derby Local Laws has at all material times provided that the water supply shall at all times deliver an adequate supply of drinking water to each tap in the house;
 - (e) otherwise do not admit the allegations pleaded therein;
- 19A.4 with respect to sub-paragraph (d), the respondents:
- (a) repeat their pleading in paragraph 19A.2(b);
 - (b) say that clause 18(2) of the Derby Local Laws has at all material times provided that the occupier of a dwelling house shall ensure that the cooking facilities and sink are kept clean, in good order and repair and fit for use;
 - (c) otherwise do not admit the allegations pleaded therein;
- 19A.5 save to repeat their pleading in paragraph 19A.3(c), the respondents do not admit the allegations in sub-paragraph (e);
- 19A.6 save to repeat their pleading in paragraph 19A.4(b), the respondents do not admit the allegations in sub-paragraph (f);
- 19A.7 save to repeat their pleading in paragraph 19A.3(b), the respondents do not admit the allegations in sub-paragraph (g);
- 19A.8 with respect to sub-paragraph (h), the respondents:
- (a) say that clause 19(m) of the Derby Local Laws has at all material times provided that the owner or occupier of a dwelling house shall maintain all electric wiring, gas services and fittings to comply in all respects with the requirements of Energy Safety;
 - (b) say that section 49(1)(b) of the *Electricity Licensing Regulations 1991 (WA)* has been amended from time to time throughout the term of the Divilli Tenancy Agreement, and they will rely upon the terms of that provision, as applicable at the relevant points in time, at trial;
 - (c) otherwise do not admit the allegations pleaded therein;
- 19A.9 with respect to sub-paragraph (i), the respondents:
- (a) repeat their pleading in paragraph 19A.3(b);

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- (b) say that clause 84(b)(ii) of the Derby Local Laws has at all material times provided that the owner or occupier of land shall, where a septic tank is installed on the land, provide and keep in good condition wire mesh having openings no larger than 1.2 millimetres cover any inlet vent to the tank;
 - (c) otherwise do not admit the allegations pleaded therein;
- 19A.10 save to repeat their pleading in paragraphs 19A.3(b) and 19A.9(b), the respondents do not admit the allegations pleaded in sub-paragraph (j);
- 19A.11 with respect to sub-paragraph (k), the respondents:
- (a) say that clause 87 of the Derby Local Laws has at all material times provided that an owner or occupier of premises shall at all times take effective measures to eradicate any rodents in or on the premises;
 - (b) say that clause 93 of the Derby Local Laws has at all material times provided that an owner or occupier of premises shall take effective measures to eradicate any cockroaches in or on the premises;
 - (c) otherwise do not admit the allegations pleaded therein;
- 19A.12 with respect to sub-paragraph (l), the respondents:
- (a) say that clause 19(a) of the Derby Local Laws has at all material times provided that the owner or occupier of a dwelling house shall maintain all roofs and where required to be provided, guttering and downpipes in sound weatherproof condition;
 - (b) say that clause 20 of the Derby Local Laws has at all material times provided that, when required by the local government, a house shall be provided with gutters, downpipes and drains;
 - (c) say that clause 21 of the Derby Local Laws has at all material times provided that the owner or occupier of a house shall:
 - (i) maintain all guttering, downpipes and drains on the premises in a good state of repair, clean and free from obstruction; and
 - (ii) not permit any rainwater from the premises to discharge onto or over a footpath, street or other property;

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- (d) say that clause 79(b) of the Derby Local Laws has at all material times provided that an owner or occupier of premises shall keep the premises free of water located so as to be liable to become a breeding place for mosquitoes;
 - (e) otherwise do not admit the allegations pleaded therein;
- 19A.13 with respect to sub-paragraph (m), the respondents:
- (a) repeat their pleading in paragraph 19A.12(a);
 - (b) say that clause 19(i) of the Derby Local Laws has at all material times provided that the owner or occupier of a dwelling house shall maintain all ceilings, internal wall finishes, skirtings, architraves and other fixtures and fittings complete and with smooth unbroken surfaces;
 - (c) otherwise do not admit the allegations pleaded therein;
- 19A.14 with respect to sub-paragraph (n), the respondents:
- (a) say clause 19(c) of the Derby Local Laws has at all material times provided that the owner or occupier of a dwelling house shall replace any missing, broken, decayed or termite-eaten timber or other deteriorated material in any verandah, roof, walls, steps, handrails, floors or their supports with material of sound quality;
 - (b) say that clause 19(h) of the Derby Local Laws has at all material times provided that the owner or occupier of a dwelling house shall maintain all floors even in surface and free from cracks;
 - (c) otherwise do not admit the allegations pleaded therein;
- 19A.15 save to repeat their pleading in paragraph 19A.8(a) herein, the respondents do not admit the allegations pleaded in sub-paragraph (o);
- 19A.16 with respect to sub-paragraph (p), the respondents:
- (a) say that regulation 58 of the *Building Regulations 2012 (WA)* has at all materials times required that the owner of a dwelling rented under a residential tenancy agreement must, to the extent practicable, ensure that the dwelling has smoke alarms installed meeting the requirements of regulation 60(2) thereof, or an approved alternative building solution;
 - (b) otherwise do not admit the allegations pleaded therein;

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- 19A.17 save to repeat their pleading in paragraph 19A.5, the respondents do not admit the allegations in sub-paragraph (q);
- 19A.18 save to repeat their pleading in paragraph 19A.1(a), the respondents do not admit the allegations in sub-paragraphs (r), (s), (t), (u), (v), and (w);
- 19A.19 respect to sub-paragraph (x), the respondents:
- (a) say that clause 2.6 of the Wyndham East Kimberley Fencing Local Law 2017 has at all material times provided that an owner of a lot on which a fence is erected shall maintain the fence in good condition so as to prevent it from becoming dangerous, dilapidated, or unsightly to the amenity of the locality;
 - (b) otherwise do not admit the allegations pleaded therein;
- 19A.20 save to repeat their pleading in paragraph 19A.3(b) and (c), the respondents do not admit the allegations in sub-paragraph (y);
- 19A.21 save to repeat their pleading in paragraph 19A.3(b), the respondents do not admit the allegations pleaded in sub-paragraphs (z) and (aa);
- 19A.22 save to repeat their pleading in paragraph 19A.1(a), the respondents do not admit the allegations pleaded in sub-paragraph (bb);
- 19A.23 save to repeat their pleading in paragraph 19A.3(b), the respondents do not admit the allegations pleaded in sub-paragraphs (cc) and (dd);
- 19A.24 save to repeat their pleading in paragraph 19A.1(a), the respondents do not admit the allegations in sub-paragraphs (ee), (ff), (gg), and (hh);
- 19A.25 with respect to sub-paragraph (ii), the respondents:
- (a) say that section 92 of the *Water Services Act 2012* (WA) (**Water Services Act**) at all materials times provided that an owner or occupier of land must ensure that each fitting, fixture or pipe (as those terms are defined in the Act) for which the owner or occupier is responsible:
 - (i) is maintained so that it does not cause or allow the waste of water, a nuisance or a health hazard; and
 - (ii) is not used or arranged so as to cause or allow the waste of water, a nuisance or a health hazard; and

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- (iii) in the case of a fitting, fixture or pipe connected to the sewerage works of a licensee — is not used or arranged so as to allow water other than wastewater to enter the works, unless the licensee has approved of that;
 - (b) say that section 112 of the Water Services Act at all material times provided that an owner of land must ensure that:
 - (i) each drainage asset and fitting, on the land, that is connected (whether directly or indirectly) to the drainage works of a licensee; and
 - (ii) each property drainage connection,
 - is maintained so that it continues to function in the way it was intended to function or is maintained as approved by the licensee;
 - (c) otherwise do not admit the allegations pleaded therein;
- 19A.26 save to repeat their pleading in paragraph 19A.1(a), the respondents do not admit the allegations in sub-paragraph (jj);
- 19A.27 with respect to sub-paragraph (kk), the respondents:
- (a) say that clause 19 of the Derby Local Laws has at all material times provided that the owner or occupier of a dwelling house shall maintain the dwelling house and any appurtenant buildings in sound condition and fit for use;
 - (b) otherwise do not admit the allegations pleaded therein.
20. Save as pleaded in paragraph 20A below, the respondents do not know and therefore cannot admit any of the allegations in paragraph 20 of the Statement of Claim.
- 20A. Further to paragraph 20 herein, the respondents say that:
- 20A.1 Ms Divilli has occupied the Divilli Premises since on or about 6 July 2015;
 - 20A.2 the Divilli Premises has been used to house between 1 and 2 adults and approximately 5 children;
 - 20A.3 during the term of the Divilli Tenancy Agreement (**Divilli Tenancy**), there have from time-to-time been defects to the Divilli Premises, ~~which have been caused, amongst other things, by wear and tear, normal use, or by the occupants;~~

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- 20A.4 the Authority has exercised its obligations (and those of the lessor) as pleaded herein with respect to the management and use of the Divilli Premises, and has acted reasonably to respond to the emergence of any relevant defect;
- 20A.5 the water supplied by the mains water pipeline to Pandanus Park Aboriginal Community, also known as the Yurmulun Community or the Farm, is fit for use for washing and cleaning, but presently not for drinking consumption by bottle fed babies under three months of age;
- 20A.6 potable water is supplied to the Yurmulun Community from a location within the community, and bottled potable water is provided for use;
- 20A.7 the Water Corporation of Western Australia has introduced filters to some of the houses within the Yurmulun Community to enable the water to be filtered and consumed by the residents, and those filters have yet to be fitted to all of the houses within the community;
- 20A.8 further to its pleading in paragraph 21.4 herein, and in discharge of its obligations to inspect properties within the Yurmulun Community, the Authority engaged:
- (a) the Emama Nguda Aboriginal Corporation (**ENAC**) to undertake inspections on the Divilli Premises to:
 - (i) report on its condition and make recommendations as to its condition and any repairs or maintenance that may be required; and
 - (ii) assign responsibility to the tenant for any damage or defect, but in practice only in limited and obvious circumstances; and

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ENAC was engaged pursuant to clause 10 of the Housing Management Agreement entered into between the Authority and the YAC, and section 62J(1) of the *Housing Act 1980* (WA).

- (b) Lake Maintenance, by its subcontractors, to carry out any repairs and maintenance recommended by ENAC and accepted by the Authority.
- 20A.9 a property condition inspection was undertaken on the Divilli Premises on 6 July 2015 and materially:
- (a) the property was identified as being refurbished.

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- (b) it was indicated that the property was to be used to house 2 adults and 5 children.
- (c) the Entry for the property had:
 - (i) 2 entry doors and 2 barrier screens.
 - (ii) doors and walls that were undamaged.
 - (iii) window and screens that were clean and undamaged, but with 2 louvres missing.
 - (iv) 3 ceiling fans in clean and working order.
 - (v) 4 batten light fittings in clean and working order.
- (d) in the Lounge:
 - (i) the walls were clean and undamaged.
 - (ii) the sliding glass doors were clean and undamaged.
 - (iii) there were 3 batten light fittings.
 - (iv) there were 4 curtain rods.
 - (v) the floor was tiled, and these were clean and undamaged.
 - (vi) the light fittings were clean and undamaged.
 - (vii) there were clean and undamaged double sinks.
 - (viii) the stove top and hot plates were clean and undamaged.
 - (ix) the oven/griller was clean and undamaged.
 - (x) the exhaust fan was clean and undamaged.
- (e) in Bedroom 1:
 - (i) the walls and tiles were clean and undamaged.
 - (ii) the floor tiles/covering were clean and undamaged.
 - (iii) the doors were clean and undamaged.
 - (iv) the window was clean and undamaged.

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- (v) the ceiling fan was clean and undamaged.
- (vi) there was a batten light fitting which was clean and undamaged.
- (f) the bathroom/toilet:
 - (i) the toilet and cistern were clean and undamaged.
 - (ii) the toilet roll holder was clean and undamaged.
 - (iii) the shower door and toilet door was clean and undamaged.
 - (iv) the walls and tiles were clean and undamaged.
 - (v) the light fittings were clean and undamaged.
 - (vi) the windows and screens were clean and undamaged.
 - (vii) the ceiling was clean and undamaged.
 - (viii) the 2 ceiling exhaust fans were clean and undamaged.
 - (ix) the washing machine taps were clean and undamaged.
 - (x) the washing tub was clean and undamaged.
- (g) as to the security systems:
 - (i) there were 2 smoke alarms, which were undamaged and working.
 - (ii) there were RCDs fitted, which were undamaged and working.
 - (iii) there were keys to the doors.

20A.10 the Divilli Premises was subject to an inspection on 16 September 2015 and materially:

- (a) for the property's Entry:
 - (i) 2 barrier screen doors were noted as being undamaged and working.
 - (ii) 2 entry doors were noted.
 - (iii) 2 missing rear house windows were noted.
 - (iv) the 3 fans were undamaged and working.

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- (b) for the Lounge:
- (i) the sliding glass;
 - (ii) 4 windows;
 - (iii) 3 batten lights;
 - (iv) tiles; and
 - (v) 2 fans,
- were undamaged and working.
- (c) for the Dining room:
- (i) the 3 windows;
 - (ii) 1 batten light;
 - (iii) ceiling fan;
 - (iv) tiles,
- were undamaged and working.
- (d) for the kitchen:
- (i) the sliding glass door;
 - (ii) the window;
 - (iii) the double sink;
 - (iv) the Westinghouse benchtop;
 - (v) the ceiling exhaust fan;
- were undamaged and working.
- (e) in the three bedrooms:
- (i) the windows;
 - (ii) the fan;
 - (iii) the batten light,

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were undamaged and working.

- (f) for Bathroom 1:
 - (i) a mirror was missing and was to be fitted;
 - (ii) the shower door;
 - (iii) the toilet door;
 - (iv) the batten toilet light;
 - (v) the medium privacy window shower;
 - (vi) the small privacy window toilet;
 - (vii) the ceiling exhaust fans in the shower and toilet,

were clean and working.

- (g) the Laundry was clean, undamaged, and in working condition.
- (h) the front verandah was in a clean and undamaged condition.
- (i) the RCDs in the front verandah were undamaged and working.
- (j) the rear verandah was in a clean and undamaged condition.
- (k) the centre front yard was clean, though no garden had been established.
- (l) the external wall was clean and undamaged.
- (m) the hot water system was clean, undamaged and working.
- (n) the RCDs and smoke alarms were compliant with the first respondent's policy.

20A.11 the Divilli Premises was inspected on 18 February 2016 and materially:

- (a) the Entry was clean, undamaged and working.
- (b) the Lounge was clean, undamaged and working.
- (c) the RCDs in the lounge were clean, undamaged and working.
- (d) the Dining room was clean and undamaged.

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- (e) the Kitchen was undamaged and working but not clean.
- (f) Bedrooms 1 and 2 were undamaged, working and clean.
- (g) Bedroom 3 was undamaged and working, but not clean.
- (h) Bathroom 1 was undamaged and working but not clean.
- (i) the Laundry was clean, undamaged and working.
- (j) the RCDs in the front verandah were undamaged and working.
- (k) the rear verandah was undamaged and working.
- (l) the front yard was clean and undamaged.
- (m) the external walls were clean and undamaged.
- (n) the hot water system was affected by a leak or pipe breakage.
- (o) the toilet was clean, undamaged and working.
- (p) window locks had been fitted.
- (q) the RCDs and smoke alarms were compliant with the first respondent's policy.

20A.12 the Divilli Premises was inspected on 7 July 2016 and materially:

- (a) the pneumatic closer in the Entry needed to be replaced but it was otherwise clean and undamaged.
- (b) the Lounge was clean and undamaged.
- (c) the RCDs in the Lounge were undamaged and working.
- (d) the Dining room was clean and undamaged.
- (e) the Kitchen, including its oven, was clean and undamaged and working.
- (f) Bedroom 1 was clean and undamaged.
- (g) Bedroom 2 was clean but damaged, with the light switch pushed in.
- (h) Bedroom 3 was clean and undamaged.
- (i) the Bathroom was clean and undamaged.

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- (j) the Laundry was clean and undamaged.
- (k) the front Verandah was clean and working, as were the RCDs fitted therein.
- (l) the rear Verandah was not clean but was undamaged.
- (m) the front yard was clean and undamaged.
- (n) there was a blocked drain in the external rear of the property.
- (o) the door handle to the toilet was locked/broken and could not be inspected, and it was otherwise clean but damaged and not working.
- (p) window locks were fitted.
- (q) the RCDs and smoke alarms were compliant with the first respondent's policy.

20A.13 the Divilli Premises was inspected on 8 December 2016 and materially:

- (a) the Entry was clean and undamaged.
- (b) the Dining room was clean and undamaged.
- (c) the ceiling fans and RCDs in the Dining room were clean, undamaged and working.
- (d) the Lounge was clean and undamaged.
- (e) the RCDs, smoke alarms and ceiling fans in the Lounge were clean, undamaged and working.
- (f) the Kitchen was clean and undamaged.
- (g) the oven and the ceiling fan in the Kitchen were clean and undamaged but the Stove top was neither clean, undamaged nor working, with burners and knobs missing.
- (h) the Bedrooms were clean and undamaged.
- (i) the Laundry was clean and undamaged.
- (j) the Toilet was clean and undamaged, with the ceiling exhaust fan undamaged and working.

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- (k) the Bathroom was clean and undamaged, with the ceiling exhaust fan undamaged and working.
- (l) the RCDs in the front verandah were undamaged and working.
- (m) the rear verandah was undamaged and clean.
- (n) the Roof was clean, undamaged, and working.
- (o) the Hot Water system was clean, undamaged and working.
- (p) the window locks were fitted.
- (q) the RCDs and smoke alarms were compliant with the first respondent's policy.

20A.14 an inspection of the Divilli Premises took place on 19 May 2017 and materially:

- (a) the Entry was undamaged but not clean.
- (b) the Dining Room was undamaged but not clean.
- (c) the ceiling fans and smoke alarms in the Dining Room were undamaged and working, but 1 ceiling fan was not clean.
- (d) the Lounge was undamaged and clean.
- (e) the RCDs, smoke alarms and ceiling fans in the Lounge were undamaged and working, though the 3 ceiling fans were not clean and 1 smoke alarm was noted in the tenancy condition report as not working.
- (f) the Kitchen was clean but damaged, with a damaged power point cover for the exhaust fan missing and the ceiling fan not working and the oven working and undamaged but not clean.
- (g) the stove top in the Kitchen was clean and undamaged but some parts had been stored away as it was not being used as it was gas and an electric stove top was preferred.
- (h) the Bedrooms 1, 2, and 3 were undamaged but not clean, with the ceiling fans in these bedrooms not being clean.
- (i) the Laundry was undamaged but not clean.

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- (j) the Toilet was undamaged but not clean, with the ceiling exhaust also being undamaged but not clean.
- (k) the Bathroom was undamaged but not clean.
- (l) the front verandah was undamaged and clean, with the RCDs being undamaged and working and clean.
- (m) the rear verandah was clean and undamaged.
- (n) the Roof was clean and undamaged.
- (o) the Hot Water System was clean and undamaged and working.
- (p) window locks were fitted.
- (q) RCDs and smoke alarms were compliant with the first respondent's policies.

20A.15 an inspection of the Divilli Premises took place on 10 November 2017 and materially:

- (a) the Roof was clean, undamaged and working.
- (b) the Hot Water system was clean, undamaged and working.
- (c) the Entry was undamaged and working but not clean.
- (d) the Dining Room was clean and undamaged.
- (e) the ceiling fans and the smoke alarms in the Dining Room were clean and undamaged and working.
- (f) the Lounge was clean and undamaged.
- (g) the ceiling fans, RCDs and smoke alarms in the Lounge were clean, undamaged and working.
- (h) the Kitchen was clean, undamaged and working, but a power point cover was missing and coming away from the wall, exposing electrical wires.
- (i) the ceiling fan, oven and stove top in the Kitchen were clean and undamaged.

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- (j) Bedroom 1 was clean and undamaged but with water damage to the ceiling to be repaired.
- (k) Bedroom 2 was clean and undamaged.
- (l) Bedroom 3 was clean and undamaged but with ceiling damage due to a leaking water pipe running through the roof.
- (m) the Laundry was clean and undamaged.
- (n) the Toilet was clean and undamaged.
- (o) the Bathroom was clean and undamaged but the ceiling exhaust fan was undamaged but not clean.
- (p) the front verandah was clean and undamaged.
- (q) window locks were fitted.
- (r) RCDs and smoke alarms were compliant with the first respondent's policy.
- (s) damage to the ceiling of Bedroom 1 was to be reported for repair.

20A.16 the Divilli Premises was inspected on 30 May 2018 and materially:

- (a) the Roof was clean, undamaged and working.
- (b) the Hot Water system was clean and undamaged and working.
- (c) the Entry was undamaged and working but not clean.
- (d) the Dining room was undamaged but not clean.
- (e) the ceiling fans and smoke alarms in the Dining Room were undamaged and working but the ceiling fans were not clean.
- (f) the Lounge was undamaged but not clean.
- (g) the ceiling fans, smoke alarms and RCDs in the Lounge were working and undamaged but the ceiling fans were not clean.
- (h) the Kitchen was undamaged and working but not clean.
- (i) the ceiling fan, wall oven and stove top in the Kitchen were undamaged and working but not clean.

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- (j) the Bedrooms were undamaged but not clean, with their ceiling fans undamaged but not clean.
- (k) the Laundry was undamaged and working but not clean.
- (l) the Toilet and its ceiling exhaust fan were undamaged and working but not clean.
- (m) the Bathroom was neither clean nor undamaged but was working, and a hole in the ceiling caused by water damage was required to be patched.
- (n) the passage/hallway was undamaged and working but not clean, with the smoke alarms being undamaged and working.
- (o) the window locks were fitted.
- (p) the RCDs and smoke alarms were compliant with the first respondent's policies.
- (q) the hole in the bathroom's ceiling caused by water damage was required to be patched.

20A.17 an inspection of the Divilli Premises occurred on 13 December 2018 and materially:

- (a) the Roof was clean and undamaged and working.
- (b) the Hot Water System was clean and undamaged.
- (c) the Entry was not clean but was undamaged and working, but the door handle latch to the security door was stuck and the door handle required renewal as the door presently could not be closed.
- (d) the Dining Room was clean and undamaged and working.
- (e) the smoke alarms and the ceiling fans in the Dining Room was undamaged and working but the ceiling fans needed to be cleaned and the tenant was so advised.
- (f) the Lounge was clean and undamaged.
- (g) the ceiling fans, RCDs and smoke alarms in the Lounge were undamaged and working but the ceiling fans needed to be cleaned.
- (h) the Kitchen was clean and undamaged.

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- (i) the oven, the stove top and the ceiling fan in the Kitchen were undamaged and working, but the ceiling fan needed to be cleaned and the tenant had removed the burners on the stove top to clean and needed to replace.
- (j) Bedrooms 1 and 2 were clean and undamaged.
- (k) the Laundry was clean and undamaged.
- (l) the Toilet was not clean or undamaged but was working. A hole above the cistern needed to be patched, with the hole being the tenant's responsibility.
- (m) the exhaust fan in the Toilet required cleaning.
- (n) the Bathroom was undamaged and working but not clean.
- (o) the ceiling exhaust fan in the Bathroom was undamaged and working but not clean.
- (p) Bedroom 3 was not clean but noted as undamaged and working but damage was present on the door near the handle, with the damage being caused by a third party.
- (q) the Passage was clean and undamaged, with the smoke alarms clean and undamaged.
- (r) the window locks were fitted.
- (s) the RCDs and smoke alarms were compliant with the first respondent's policies.

20A.18 an inspection occurred at the Divilli Premises on 1 May 2019 and materially:

- (a) the Roof was clean, undamaged and working.
- (b) the Hot Water system was clean and undamaged.
- (c) the Entry was undamaged and working but not clean.
- (d) the Dining Room was undamaged and working but not clean.
- (e) the ceiling fans and smoke alarms in the Dining Room were installed and working, but two of the ceiling fans were not clean.

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- (f) the Lounge was undamaged but was not clean, with a heavy build up of dirt throughout the dwelling.
- (g) the ceiling fans and RCDs in the Lounge were undamaged and working but the ceiling fans were not clean.
- (h) the Kitchen was undamaged and working but not clean.
- (i) the ceiling fan and the oven in the Kitchen were undamaged and working but were not clean with the stove top being clean and undamaged and working.
- (j) Bedroom 1 was undamaged and working but not clean.
- (k) Bedroom 2 was undamaged and working but not clean.
- (l) the Laundry was undamaged and working but not clean.
- (m) the Toilet was undamaged and working but not clean.
- (n) the Toilet exhaust fan was undamaged and working but not clean.
- (o) the Bathroom was undamaged and working but not clean, but with a reported leak from the bathroom to Bedroom 3, with a maintenance request being submitted.
- (p) the exhaust fan in the bathroom was undamaged but not clean.
- (q) Bedroom 3 was noted as undamaged and working but not clean, but with a water leak from the bathroom to the bedroom via built in robes.
- (r) the window locks were fitted.
- (s) the RCDs and smoke alarms were compliant with the first respondent's policies.

20A.19 an inspection of the Divilli Premises occurred on 28 October 2019 and materially:

- (a) the Roof was clean and undamaged.
- (b) the Hot Water System was clean and undamaged.
- (c) the Entry was working but not clean and damaged, with the security screen door lock to be replaced.

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- (d) the Dining Room was clean and undamaged.
- (e) the ceiling fans and smoke alarms in the Dining Rooms were undamaged and working but 1 of the ceiling fans was not clean.
- (f) the Lounge was clean and undamaged.
- (g) the ceiling fans and the RCDs in the Lounge were undamaged and working but 1 of the ceiling fans was not clean.
- (h) the Kitchen was undamaged and working but not clean.
- (i) the ceiling exhaust fan in the Kitchen was clean, working but damaged, with the fan cover missing, and the oven was clean and undamaged and the stove top was clean but damaged and not working.
- (j) Bedroom 1 was clean and undamaged.
- (k) Bedroom 2 was clean and undamaged.
- (l) the Laundry was clean and undamaged.
- (m) the Toilet was clean and working but damaged, with the cistern cover missing, and the exhaust fan working and undamaged but not clean.
- (n) the Bathroom was clean and not damaged, but the ceiling exhaust fan was not clean.
- (o) Bedroom 3 was clean and not damaged.
- (p) window locks were fitted.
- (q) the RCDs and smoke alarms were compliant with the first respondent's policies.

20A.20 an inspection of the Divilli Premises was planned for 31 March 2020, but the inspection did not occur as access to the property could not be obtained.

20A.21 an inspection of the Divilli Premises was planned for 13 July 2020, but the inspection did not occur as the tenant cancelled the inspection.

20A.22 an inspection of the Divilli Premises occurred on 3 November 2020 and materially:

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- (a) the Passage was said to be clean and undamaged but needed a light clean and a hole in the wall required to be patched but the smoke alarms were undamaged and working.
- (b) the Roof was clean and undamaged.
- (c) to the left of the dwelling, the fence needed to be repaired, the clothes line needed to be rewired and the yard needed to be cleaned and the presence of car bodies in the yard was noted.
- (d) the Hot Water system was clean and undamaged.
- (e) the Entry was said to be clean, undamaged and working, but the restrainer chain needed to be replaced, the pneumatic door closer needed to be replaced and the tenant needed to clean.
- (f) the Dining Room was said to be clean and undamaged, but it required a medium clean and gum removal from the floor.
- (g) the ceiling fans and smoke alarms in the Dining Room were clean and undamaged.
- (h) the Lounge was said to be clean and undamaged but:
 - (i) there was evidence of cockroach infestation that required eradication.
 - (ii) a power point needed to be installed.
 - (iii) a fan needed to be replaced.
 - (iv) two fan regulator knobs needed to be replaced.
 - (v) a hole in the wall needed to be patched.
- (i) the ceiling fans and RCDs in the Dining room were undamaged and working.
- (j) the Kitchen was said to be undamaged and working, but a hole in the door needed to be patched.
- (k) the oven and the exhaust fan in the Kitchen were not clean but undamaged and working, and the stove top was clean and undamaged but not working.
- (l) Bedroom 1 was locked and unable to be inspected.

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- (m) Bedroom 2 was undamaged and working but not clean.
- (n) the Laundry was said to be clean and undamaged and not working but:
 - (i) a tap handle needed to be replaced.
 - (ii) holes in the ceiling were present and the ceiling needed to be replaced.
 - (iii) it required cleaning by the tenant.
- (o) the Toilet was said to be clean and undamaged and working but:
 - (i) the toilet roll holder needed to be replaced.
 - (ii) the hand rail needed to be resecured with screws.
 - (iii) it needed a light clean.
 - (iv) the ceiling exhaust fan was working but needed to be cleaned.
- (p) the Bathroom was not clean, was damaged but was working, in that:
 - (i) the shower rose needed to be replaced.
 - (ii) the bathroom needed a heavy clean.
 - (iii) a hole in the wall needed to be patched.
 - (iv) the ceiling needing sanding and paint.
 - (v) the exhaust fan was undamaged but not cleaned.
- (q) Bedroom 3 was clean and undamaged and working but:
 - (i) the door handle needed to be replaced.
 - (ii) it needed a medium clean.
- (r) the RCDs and smoke alarms were compliant with the first respondent's policies.

20A.23 an inspection of the Divilli Premises was scheduled for 15 April 2021, but it was unable to be carried out as access to the property was not possible.

20A.24 an inspection of the Divilli Premises occurred on 5 May 2021, and materially:

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- (a) the exterior of the dwelling was not clean, with a number of car bodies present.
- (b) the Passage/Hallway was clean, undamaged and working but:
 - (i) the door jam needed to be replaced.
 - (ii) peeling plaster needed to be patched.
 - (iii) the wall needed to be painted (blue).
 - (iv) the smoke alarm was clean, undamaged and working.
- (c) the Roof was clean and undamaged.
- (d) the clothesline needed to be straightened and appeared to be sinking and needed rectification.
- (e) the Hot Water system was undamaged and working.
- (f) as to the Entry:
 - (i) there was evidence of cockroaches and spiders, which required eradication.
 - (ii) a pneumatic door closer was required for the front entry.
- (g) the Dining Room:
 - (i) required a medium clean.
 - (ii) the ceiling required painting and there was evidence of water damage.
 - (iii) replacement is needed for the tape which seals the plasterboard.
 - (iv) the ceiling fans are undamaged but not clean.
 - (v) the smoke alarms are clean and undamaged.
- (h) the Lounge:
 - (i) needed a medium clean.
 - (ii) was otherwise undamaged.

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- (iii) the RCDs were undamaged and working.
- (iv) 2 of the ceiling fans were clean and undamaged and working.
- (v) 1 of the ceiling fans was undamaged and working but not clean.
- (i) the Kitchen was clean and undamaged and working but:
 - (i) a hole in the pantry door needed to be patched.
 - (ii) the stove top needed to be replaced with an electric stove top and it was otherwise clean and undamaged but not working.
 - (iii) the ceiling fan was clean and undamaged and working.
 - (iv) the oven was neither clean nor undamaged but was working but required the replacement of the function and timer knobs.
- (j) Bedroom 1 was said to not be able to be accessed but:
 - (i) a hole in the wall required patching and the walls needed to be repainted.
 - (ii) the ceiling fan was undamaged and working but not clean.
- (k) Bedroom 2 was undamaged and working but not clean, with the walls and powerpoints needing a wipe down.
- (l) the Laundry was clean and working but damaged with 2 holes in the ceiling caused by water damage that needed to be replastered.
- (m) the Toilet was clean and undamaged but the ceiling extractor fan was not working and required repair.
- (n) the Bathroom was working but damaged and not clean with:
 - (i) the walls and ceiling requiring painting.
 - (ii) a hole in the wall requiring patching.
 - (iii) the ceiling exhaust fan was clean and undamaged and working.
- (o) Bedroom 3 was clean and working but was damaged and the ceiling fan was undamaged and working but not clean.

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- (p) the RCDs and smoke alarms were fitted in accordance with the first respondent's policy.
- (q) and in general, the property:
 - (i) is in a reasonable condition.
 - (ii) painting is needed in some of the rooms due to water leaks.
 - (iii) the dwelling is old and required some rectification.

20A.25 an inspection of the Divilli Premises occurred on 25 October 2021 and materially:

- (a) the exterior of the dwelling was undamaged but not clean.
- (b) the Hot Water System was clean and undamaged.
- (c) the Passage was undamaged and working but not clean, and the smoke alarms were clean and undamaged and working.
- (d) the Roof was undamaged and clean.
- (e) the Entry:
 - (i) and generally, painting is needed in a number of rooms due to possible water leaks.
 - (ii) the dwelling was old and required some work.
 - (iii) needed a medium clean.
 - (iv) the pneumatic door closer required replacement.
- (f) the Dining room was undamaged and working but needed to be cleaned.
- (g) the ceiling fans and smoke alarms in the Dining Room were undamaged and working but the ceiling fans were not clean.
- (h) the Lounge needed a medium clean but was otherwise undamaged and working.
- (i) the ceiling fans and the RCDs in the Lounge were undamaged and working but the ceiling fans were not clean.
- (j) the Kitchen was not clean and was damaged but was working and:

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- (i) 3 knobs were required to be replaced on the oven.
 - (ii) the Kitchen needed a medium clean.
 - (iii) holes in the Kitchen ceiling needed to be repaired due to a possible water leak, and this had been reported to a maintenance contractor.
 - (iv) the ceiling fan was not clean but was undamaged and working.
 - (v) the oven was otherwise clean and working.
 - (vi) the stove top needed to be replaced with an electric cook top.
- (k) Bedroom 1 was said to be locked and could not be entered, but:
- (i) it required a medium clean.
 - (ii) the room needed to be painted and patched, due to a water leak.
 - (iii) the air conditioning box cover needed to be replaced.
 - (iv) the ceiling fan was clean and undamaged.
- (l) Bedroom 2 was clean and undamaged and working but required a medium clean.
- (m) the Laundry was not clean and was damaged but was working and:
- (i) the roof appeared to be leaking, with rain affecting the Laundry ceiling.
 - (ii) the ceiling was likely to collapse.
 - (iii) it has been reported to a maintenance contractor.
- (n) the Toilet was clean and undamaged and working but the ceiling exhaust fan required replacement as it did not work.
- (o) the Bathroom was clean and working but damaged and:
- (i) poor patching was observed and reported to the maintenance contractor.
 - (ii) a hole in the wall needed to be patched and painted.
 - (iii) the ceiling exhaust fan was undamaged and working but not clean.

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- (p) Bedroom 3 was not clean, was damaged and was not working.

20A.26 the Divilli Premises was inspected on 16 March 2022 and materially:

- (a) the dwelling's external was clean and it was noted that the tenant was making an effort to mow the yard.
- (b) the Passage was clean and undamaged and working but:
 - (i) the pneumatic door closer required replacement.
 - (ii) a hole in the wall caused by an impact required patching and painting.
 - (iii) the ceiling fan control knob required replacing.
 - (iv) 2 ceiling fan control switches needed to be replaced as they have been pushed into the cavity.
 - (v) ceiling fan required replacing.
 - (vi) the ceiling and wall joiner was failing and required painting and repair.
 - (vii) the joiners were noted as falling apart and the paint is peeling.
 - (viii) the smoke alarms were undamaged and working.
- (c) the Roof was clean and undamaged.
- (d) the Entry was clean and undamaged and working but the pneumatic door closer and restrainer chain required replacement.
- (e) the Dining room was noted as undamaged and clean but:
 - (i) a medium clean was needed to remove gum from the floor.
 - (ii) joiners were coming apart and these needed to be repaired and painted.
 - (iii) a hole in the wall needed to be patched and painted.
 - (iv) the ceiling fans and smoke alarms were clean and undamaged.
- (f) the Lounge was said to be clean and undamaged and working but:

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- (i) a medium clean was needed.
 - (ii) paint was peeling and a repaint was needed.
 - (iii) the corner joiner needed replacement and painting.
 - (iv) a hole in the wall needed to be patched and painted.
 - (v) the ceiling fans were clean and undamaged and working.
 - (vi) the RCDs were clean and undamaged and working.
- (g) the Kitchen was said to be clean and undamaged and working but:
- (i) the gas cook top should be replaced with an electric cook top.
 - (ii) repainting was needed where the paint had peeled.
 - (iii) the fan and the light double switch needed to be replaced.
 - (iv) a hole in the ceiling needed to be patched and painted.
 - (v) the pantry door needed to be replaced and painted.
 - (vi) the wall oven was clean and undamaged and working.
 - (vii) the ceiling exhaust fan was undamaged and working but not clean.
 - (viii) the stove top was clean but not working.
- (h) Bedroom 1 was said to be locked and could not be entered but it was noted as clean but damaged and:
- (i) a medium clean was required.
 - (ii) there was a possible water leak that required inspection.
 - (iii) repair and repainting was needed where the paint was peeling.
 - (iv) a hole in the wall needed to be patched and painted.
 - (v) the air conditioning panel needed to be replaced to fit the frame and painting was required.
 - (vi) the ceiling fan was clean and undamaged.

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- (i) Bedroom 2 was said to be clean and undamaged and working but a medium clean was required and the ceiling fan was clean and undamaged.
- (j) the Laundry was said to be clean and undamaged and working but:
 - (i) the security door needed to be rehung so it would open and lock properly.
 - (ii) the hole in the ceiling needed to be repaired and painted and it was noted that a repair request had already been made.
 - (iii) possible water damage to the ceiling was noted and that needed to be inspected.
- (k) the Toilet was clean and undamaged and:
 - (i) the toilet roll holder required replacement.
 - (ii) a medium clean was required.
 - (iii) the exhaust fan was clean and undamaged.
- (l) the Bathroom was clean and undamaged but:
 - (i) a medium clean was required.
 - (ii) a hole in the wall required repair and repainting.
 - (iii) missing cornice required replacement noting that a repair request had been made.
 - (iv) the ceiling exhaust fan was clean and undamaged.
- (m) Bedroom 3 was clean and undamaged and:
 - (i) a medium clean was required.
 - (ii) a privacy lock set was required to be installed to the door.
 - (iii) the bedroom door replacement and painting was noted as already being the subject of a repair request.
- (n) the RCDs and smoke alarms were compliant with the first respondent's policy.

20A.27 the Divilli Premises was inspected on 31 August 2022 and materially:

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- (a) external to the dwelling was clean and undamaged and working, but the garden tap required repair, and the reason for the repair was primarily the tenant's responsibility.
- (b) the Hot Water system was undamaged and working.
- (c) the Passage was said to be clean and undamaged and working but:
 - (i) the ceiling fan required replacement, and this replacement request had already been made.
 - (ii) the ceiling joining tapes required repair.
 - (iii) the smoke alarms were clean and undamaged.
- (d) the Roof was clean and undamaged.
- (e) the Entry was said to be clean and undamaged and working but:
 - (i) a medium clean was required.
 - (ii) the pneumatic door closer and restrainer chain required replacement.
 - (iii) the security door required to be rehung so that it opens and closes correctly, and its hinges required replacement.
- (f) the Dining Room was said to be clean and undamaged and working but:
 - (i) it required a medium clean to remove gum from the floor.
 - (ii) the ceiling fans and smoke alarms were undamaged and working but one of the ceiling fans was not clean.
- (g) the Lounge was said to be clean and undamaged and working but:
 - (i) it required a medium clean.
 - (ii) holes in the wall, which were the tenant's responsibility, required patching, which repair had already been reported as being required.
 - (iii) the ceiling fan control knob required replacing, which had already been reported as being required, and the need for the replacement being partially the responsibility of the tenant.

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- (iv) the RCDs and the ceiling fans being undamaged and working but one of the ceiling fans not being clean.
- (h) the Kitchen was said to be clean and undamaged and working but:
 - (i) holes in the ceiling, already reported for rectification, required patching.
 - (ii) the pantry door required patching or replacing, which had already been reported for rectification.
 - (iii) a medium clean was required.
 - (iv) the ceiling exhaust fan was not clean but undamaged and working.
 - (v) the oven was clean and undamaged and working.
 - (vi) the stove top was clean and undamaged but not working.
- (i) Bedroom 1 was said to be clean and undamaged and working, but the room entry door required replacement, the need for which was the tenant's responsibility.
- (j) Bedroom 2 was said to be clean and undamaged and working but a medium clean was required.
- (k) the Laundry was said to be clean and undamaged and working but a hole in the ceiling was required to be patched and this had already been reported for rectification.
- (l) the Toilet was clean and undamaged and working.
- (m) the Bathroom was said to be clean and working but damaged and:
 - (i) the missing cornice was to be replaced.
 - (ii) a hole required patching, the need for which had already been reported.
 - (iii) the ceiling fan was clean and undamaged and working.
- (n) Bedroom 3 was said to be clean and undamaged and working, but required a tidy up.
- (o) the RCDs were compliant with the first respondent's policy.

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20A.28 an inspection of the Divilli Premises occurred on 14 February 2023 and materially:

- (a) external to the dwelling, the yard needed to be slashed and mowed.
- (b) the Hot water system was clean and undamaged.
- (c) the Passage was undamaged and working but not clean, with the house needed a mop and wipe down but the smoke alarms were clean and undamaged and working.
- (d) the Roof was clean and undamaged.
- (e) the Entry was undamaged and working but not clean.
- (f) the Dining room was undamaged and working but not clean, with:
 - (i) a medium clean required.
 - (ii) the smoke alarms and ceiling fans being undamaged and working but the ceiling fans were not clean.
- (g) the Lounge:
 - (iii) was undamaged and working but not clean.
 - (iv) the RCDs and ceiling fans were undamaged and working but the ceiling fans were not clean.
- (h) the Kitchen:
 - (i) was undamaged and working but not clean.
 - (ii) the ceiling exhaust fan was undamaged and working but not clean.
 - (iii) the oven was not clean and damaged and required all oven knobs to be replaced, the need for the replacement being the tenant's responsibility.
 - (iv) the stove top was not clean, undamaged or working, and needed to be replaced with an electric stove top.
- (i) Bedroom 1 was:
 - (i) undamaged and working but not clean.
 - (ii) the air conditioning box cover required replacement.

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- (iii) a light clean was required by the tenant.
- (iv) the ceiling fan was clean and undamaged.
- (j) Bedroom 2 was clean and undamaged and working.
- (k) the Laundry was undamaged and working but not clean, with a light clean required.
- (l) the Toilet:
 - (i) was undamaged and working.
 - (ii) was not clean, with a light clean required.
 - (iii) exhaust fan was clean and undamaged and working.
- (m) the Bathroom was undamaged and working but not clean, with a cornice required to be replaced, such requirement being previously noted.
- (n) Bedroom 3 was undamaged and working but required a light clean.
- (o) the RCDs were compliant with the first respondent's policy.

20A.29 an inspection of the Divilli Premises occurred on 28 July 2023 and materially:

- (a) the Hot water system was undamaged and working.
- (b) the Passage was clean, undamaged and working, as were the smoke alarms.
- (c) the Roof was clean and undamaged.
- (d) the Entry was undamaged and working but not clean.
- (e) the Dining room was said to be clean and undamaged and working, but with a light clean required, and the ceiling fans and smoke alarms were clean and undamaged.
- (f) the Lounge:
 - (i) was undamaged and working.
 - (ii) a medium clean was required.

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- (iii) an inspection report was made for the ceiling as there may be mould on the ceiling and the plaster boards were drooping.
- (iv) the RCDs and ceiling fans were undamaged and working but one of the ceiling fans was not clean.
- (g) the Kitchen was clean and undamaged, with the ceiling exhaust, oven, and stove all being clean and working.
- (h) Bedroom 1 was not clean, was damaged but was working with the door and privacy lock needing to be replaced.
- (i) Bedroom 2 was said to be undamaged and working but not clean but the light did not work and required replacing.
- (j) the Laundry was clean, undamaged and working.
- (k) the Toilet was clean, undamaged and working, but the ceiling exhaust fan was not clean.
- (l) the Bathroom was not clean, was damaged but was working and the ceiling exhaust was not clean but was working.
- (m) Bedroom 3 was not clean, was damaged but was working, with a light clean needed and an inspection requested for possible mould on the ceiling and the plaster boards were drooping in the right corner, and the ceiling fan was undamaged but not clean.
- (n) the RCDs are compliant with the first respondent's policy.

20A.30 an inspection on the Divilli Premises occurred on 11 January 2024 and materially:

- (a) external to the dwelling was undamaged but not clean, with multiple car bodies present.
- (b) the Hot water system was clean and undamaged.
- (c) the Passage was undamaged and working, but not clean, with the smoke alarms clean and undamaged and working.
- (d) the Roof was clean and undamaged.
- (e) the Entry was undamaged and working but not clean and:
 - (i) the door frame needed repair where broken.

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- (ii) a medium clean was required.
- (f) the Dining Room:
 - (i) was said to be clean and undamaged and working.
 - (ii) a medium clean was required.
 - (iii) the ceiling fans and smoke alarms were clean and undamaged.
- (g) the Lounge:
 - (i) was undamaged and working and marked as clean but was said to require a medium clean.
 - (ii) the ceiling fans and RCDs were clean and undamaged and working.
- (h) the Kitchen:
 - (i) was said to be clean and undamaged and working.
 - (ii) the ceiling fan and the oven were undamaged and working.
 - (iii) the stove top was damaged and not working, with the tenant requesting an electric stove top.
- (i) Bedroom 1:
 - (i) was undamaged and working but not clean.
 - (ii) the control knob for the fan required replacement, which was said to be partially the tenant's responsibility.
 - (iii) a medium clean was required.
- (j) Bedroom 2 was clean, undamaged, and working.
- (k) the Laundry was said to be clean and undamaged and working but:
 - (i) it was said to require a medium clean.
 - (ii) an issue with the ceiling was identified as still existing.
- (l) the Toilet was clean and undamaged and working.
- (m) the Bathroom was said to be clean and working but damaged and:

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- (i) a medium clean was said to be required.
- (ii) a continuing issue with the ceiling and wall was identified.
- (n) Bedroom 3 was said to be clean and working but damaged, with:
 - (i) a medium clean required.
 - (ii) the tenant waiting for tradespeople to go back to the dwelling and finish the ceiling work.
- (o) the RCDs and smoke alarms were compliant with the first respondent's policy.

20A.31 an inspection of the Divilli Premises occurred on 13 May 2024 and materially:

- (a) external to the dwelling:
 - (i) it was not clean and was damaged.
 - (ii) the gates required rehanging.
 - (iii) there was a flooding issue noted.
 - (iv) there was a bogging issue noted.
- (b) the Hot Water system was not clean, was damaged and was not working.
- (c) the Passage:
 - (i) was not clean, was damaged and was not working.
 - (ii) the smoke alarms were clean and undamaged.
- (d) the Roof was not clean, was damaged and was not working.
- (e) external to the dwelling (to the left) was not clean, was damaged and was not working.
- (f) the Entry:
 - (i) was not clean and was damaged but was working.
 - (ii) keys for external doors were lost and deadlocks on 3 external doors were required to be replaced.

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- (g) the Dining Room:
 - (i) was not clean, was damaged, and was working.
 - (ii) the smoke alarms were dirty and required cleaning, but were undamaged and working.
 - (iii) all ceiling fans were not clean, all three were damaged and only 1 was working.

- (h) the Lounge:
 - (i) was not clean, was damaged, but was working.
 - (ii) paint was peeling from old leaks, and after leaks have been fixed, ceiling to be repainted and holes patched.
 - (iii) there were holes in the wall with exposed wires.
 - (iv) ceiling fan wires were exposed due to failing shroud.
 - (v) a power point was required for the air-conditioning.
 - (vi) the ceiling fans were not clean, were damaged and were not working.
 - (vii) the RCDs were clean, undamaged and working.

- (i) the Kitchen:
 - (i) was not clean, was damaged, but was working.
 - (ii) the hotplate was not working and required replacement.
 - (iii) the splashback may be loose.
 - (iv) the stove was not working and needed to be replaced.
 - (v) holes in ceiling required patching and the roof leak had to be found.
 - (vi) the ceiling exhaust fan was not clean, was damaged and was not working.
 - (vii) the oven was not clean, was damaged and was not working.
 - (viii) the stove top was not clean, was damaged and was not working.

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- (j) Bedroom 1 was not clean, was damaged but was working, and there was an issue with a patch, and the ceiling fan was not clean, was damaged but was working.
- (k) Bedroom 2 was not clean, was damaged but was working, with the ceiling fan not clean, damaged, and not working and with a potential issue concerning the air-conditioning.
- (l) the Laundry:
 - (i) was not clean and was damaged but was working.
 - (ii) the fly wire screen required replacement.
 - (iii) the tenant was waiting for new water filtration.
 - (iv) a hole in the ceiling required to be patched.
- (m) the Toilet was not clean, was damaged but was working, with the ceiling exhaust fan being not clean, damaged but working.
- (n) the Bathroom:
 - (i) was not clean, was damaged but was working.
 - (ii) there was black mould in the room.
 - (iii) the shower was not working and a new showerhead and tap was required.
 - (iv) a hole in the wall left by a previous tradesperson required patching.
 - (v) the bathroom sink had a blockage, which required clearance.
 - (vi) the ceiling exhaust fan was not clean, was damaged but was working.
- (o) Bedroom 3:
 - (i) was not clean, was damaged but was working.
 - (ii) the ceiling fan was not clean was damaged but was working.
- (p) RCDs and smoke alarms were compliant with the first respondent's policy.

20A.32 an inspection of the Divilli Premises occurred on 21 August 2024 and materially:

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- (a) external to the dwelling:
 - (i) the yard was tidy apart from some household rubbish and cars.
 - (ii) mains earth-wire was not tagged and starting to wear.
 - (iii) security screen on Bedroom 3 may need attention or a good clean.
 - (iv) the power box cover needs to be resecured.
- (b) the Hot Water system is clean and undamaged and working.
- (c) the Passage:
 - (i) was clean, undamaged and working.
 - (ii) the window frames need to be cleaned.
 - (iii) 3 flyscreens need to be replaced with security mesh.
 - (iv) the rollers on the kitchen passage door need replacement.
 - (v) the glass in the glass sliding door needs to be replaced.
 - (vi) replace louvres with windows.
 - (vii) the smoke alarms were clean, undamaged and working.
- (d) the Roof was clean, undamaged and working.
- (e) the Entry:
 - (i) was undamaged and working but not clean.
 - (ii) a medium clean was required.
 - (iii) missing restraining chain needed to be replaced. This need was partially caused by the tenant.
 - (iv) pneumatic door closer was missing and requires replacement. This need was partially caused by the tenant.
 - (v) security door frame required repair.
 - (vi) the door required repainting.
- (f) the Dining Room:

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- (i) was said to be clean, undamaged and working.
 - (ii) a hole in the wall below the window required patching.
 - (iii) the ceiling fans were clean, undamaged and working.
 - (iv) the smoke alarms were clean, undamaged and working.
- (g) the Lounge was:
- (i) said to be clean, undamaged and working.
 - (ii) needed a tidy up.
 - (iii) the ceiling fans were clean, undamaged and working.
 - (iv) the RCDs were clean, undamaged and working.
- (h) the Kitchen:
- (i) was said to be clean, undamaged and working.
 - (ii) there was evidence of cockroach infestation, which was said to be primarily the responsibility of the tenant.
 - (iii) a light clean was required.
 - (iv) the splashback was required to be resecured.
 - (v) the draw beneath the oven does not open entirely due to the way the new oven was installed.
 - (vi) the ceiling fan and oven were clean and undamaged and working.
 - (vii) the stove top was clean but damaged and not working.
- (i) Bedroom 1:
- (i) was not clean, but was undamaged and working.
 - (ii) a medium clean was required.
 - (iii) the grab lock on the window needed replacement.
 - (iv) the ceiling fan was clean, undamaged and working.

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- (j) Bedroom 2 was clean, undamaged and working, but the grab lock on the window required replacing.
- (k) the Laundry:
 - (i) was clean, undamaged and working.
 - (ii) the security door was not closing correctly and required adjustment.
 - (iii) holes in the ceiling caused by water damage were required to be patched.
 - (iv) a light clean was required.
 - (v) the laundry tap, which was leaking, required repair and the washing machine hot water tap was leaking.
- (l) the Toilet:
 - (i) was clean, undamaged and working.
 - (ii) the toilet paper holder was damaged and required replacement. The need for this replacement was substantially the tenant's responsibility.
 - (iii) the room required painting.
 - (iv) a hole required patching.
- (m) the Bathroom:
 - (i) was clean, damaged, but working.
 - (ii) painting was required where the ceiling was repaired.
 - (iii) the bathtub tap was leaking.
 - (iv) missing cornices required replacement.
 - (v) a hole in the wall required patching.
 - (vi) shower tiles needed a heavy clean.
 - (vii) the splashback needed to be resecured.
 - (viii) the ceiling exhaust fan was clean, undamaged and working.

Paragraph 20A

- (n) Bedroom 3:
 - (i) was clean, undamaged and working.
 - (ii) the ceiling required painting where tradespeople had fixed it.
 - (iii) a privacy lock had to be installed on the new door.
 - (iv) the room door was damaged and required replacement.
 - (v) the ceiling fan was clean, undamaged and working.
- (o) the RCDs and smoke alarms were compliant with the first respondent's policy.

20A.33 an inspection of the Divilli Premises was scheduled for 29 October 2024 but did not take place and was rescheduled for 5 November 2024.

20A.34 an inspection of the Divilli Premises occurred on 5 November 2024 and materially:

- (a) external to the dwelling:
 - (i) the yard needed a tidy up.
 - (ii) the security screen was loose and required rectification.
- (b) the Hot Water system was clean and undamaged and working.
- (c) the Passage:
 - (i) was clean and undamaged and working.
 - (ii) the smoke alarms were clean and undamaged and working.
- (d) the Roof was clean and undamaged.
- (e) the Entry:
 - (i) was undamaged and working but not clean.
 - (ii) the pneumatic door closer was missing and needed replacement, the responsibility for this rested substantially with the tenant.
 - (iii) the fly door restraining chord was missing and required replacement, and the responsibility for this rested substantially with the tenant.

Paragraph 20A

- (iv) a medium clean was required.
- (f) the Dining room was clean and undamaged and working, as were the ceiling fans and smoke alarms.
- (g) the Lounge:
 - (i) was clean and undamaged and working.
 - (ii) the ceiling fans and RCDs were clean and undamaged and working.
- (h) the Kitchen:
 - (i) was clean and undamaged and working.
 - (ii) the oven and the stove top were clean and undamaged and working.
 - (iii) the ceiling exhaust fan was not clean but was undamaged and working.
- (i) Bedroom 1 was undamaged and working but not clean, and a medium clean was required.
- (j) Bedroom 2 was undamaged and working but not clean, and a medium clean was required.
- (k) the Laundry was clean and undamaged and working.
- (l) the Toilet:
 - (i) was undamaged and working and said to be clean, but a light clean was required.
 - (ii) the ceiling exhaust fan was undamaged and working but not clean.
- (m) the Bathroom:
 - (i) was said to be clean, undamaged and working.
 - (ii) the shower rose was damaged and needed replacement.
 - (iii) a light clean was required.
 - (iv) the room was said to look better after being patched up.
 - (v) the ceiling exhaust fan was clean, undamaged and working.

Paragraphs 20A & 20B

- (n) Bedroom 3:
 - (i) was said to be clean, undamaged and working.
 - (ii) was said to require a tidy up.
- (o) the RCDs and smoke alarms were compliant with the first respondent's policy.

20A.35 further to the inspections pleaded in this paragraph 23, as pleaded herein:

- (a) those inspections prompted maintenance and repair recommendations from the inspectors to the Authority;
- (b) those recommendations were considered and acted upon by the Authority;
- (c) significant repairs and maintenance of the Divilli Premises were undertaken on behalf of the Authority arising out of:
 - (i) those inspections and recommendations;
 - (ii) further recommendations made by maintenance contractors engaged by the Authority;
 - (iii) requests from Ms Divilli.

PARTICULARS

Included as Schedule 1 to this pleading is a schedule identifying the maintenance works performed on the Divilli Premises up to 11 February 2025, as extracted from a software platform maintained by Lake Maintenance.

20B Further to paragraph 20A herein, the respondents say that ~~to the extent that any damage to the Divilli Premises was caused by Ms Divilli, or the other occupants of the Divilli Premises, or their lawful invitees, then:~~

20B.1A on or around 15 May 2024, maintenance works were undertaken on the Divilli Premises in accordance with work order number 10505196/1 (issued by the Authority on or around 13 May 2024) in respect of which works the Authority incurred costs;

Paragraph 20B

PARTICULARS

| <u>Works Undertaken</u> | <u>Cost Incurred</u> |
|---|----------------------|
| <u>Change of external door locks due to tenants losing keys</u> | <u>\$66.14</u> |
| <u>Travel and overheads with respect to the above works.</u> | <u>\$288.15</u> |

20B1.B the loss of the keys which was the subject of work order 10505196/1 was caused by the intentional, reckless or negligent conduct of Ms Divilli, or Mr Rivers or their lawful invitees;

PARTICULARS

- A, The absence of keys to the premises' external doors was reported to the Authority during an inspection on 13 May 2024.
- B. In the absence of any reports of theft to the Authority or the police, it can be inferred that the loss of the keys was caused by the negligence of the tenants or their lawful invitees.

20B.1C on or about 23 May 2024, the Authority issued a notice to Ms Divilli to the effect that it considered her responsible for the maintenance works pleaded in paragraph 20B.1A above;

20B.1D on or around 16 May 2024, maintenance works were undertaken on the Divilli Premises in accordance with work order number 1506984/1 (issued by the Authority on or around 15 May 2024) in respect of which works the Authority incurred costs;

PARTICULARS

| <u>Works Undertaken</u> | <u>Cost Incurred</u> |
|---|----------------------|
| <u>Location and rectification fault in circuit, due to hole in lounge room wall</u> | <u>\$144.05</u> |
| <u>Travel and overhead for works above</u> | <u>\$210.36</u> |

Paragraph 20B

20B.1E the fault in the circuit which was the subject of work order 1506984/1 was caused by the intentional, reckless or negligent conduct of Ms Divilli, or Mr Rivers or their lawful invitees;

PARTICULARS

- A. The hole in the lounge room wall was observed during an annual property inspection on 13 May 2024.
- B. The hole in the wall is not of a kind which is likely to have been caused by reasonable wear and tear or inadvertence.
- C. In the absence of any complaint made to the Authority or the police that the hole had been made by an unlawful entrant to the premises, it is to be inferred that the damage was caused, at least negligently, by the tenants or their lawful invitees.

20B.1F on or about 21 May 2024, the Authority issued a notice to Ms Divilli to the effect that it considered her responsible for the maintenance items pleaded in paragraph 20B.1D above;

20B.1G on or around 20 May 2024, maintenance works were undertaken on the Divilli Premises in accordance with work order number 10489709/1 (issued by the Authority on or around 23 April 2024) in respect of which works the Authority incurred costs;

PARTICULARS

| <u>Works Undertaken</u> | <u>Cost Incurred</u> |
|---|----------------------|
| <u>Replacement of door to kitchen walk-in pantry due to hole knocked through by tenants</u> | <u>\$329.14</u> |
| <u>Replace ceiling fan regulator control knob, which had been removed by the tenants</u> | <u>\$131.89</u> |
| <u>Replacement of 4x knobs removed from kitchen cupboard doors by the tenants</u> | <u>\$192.90</u> |

20B.1H the damage which was the subject of work order 10489709/1 was caused by the intentional, reckless or negligent conduct of Ms Divilli, or Mr Rivers or their lawful invitees;

Paragraph 20B

PARTICULARS

- A. The hole in the pantry door and missing fan control knob were observed during an annual property inspection on 11 January 2024.
- B. The hole in the pantry door, removal of the fan regulator control knob, and removal of cupboard door knobs are not of a kind which are likely to have been caused by reasonable wear and tear or inadvertence.
- C. In the absence of any complaint made to the Authority or the police that the damage was caused by an unlawful entrant to the premises, it is to be inferred that it was caused, at least negligently, by the tenants or their lawful invitees.

20B.1I on or about 23 May 2024, the Authority issued a notice to Ms Divilli to the effect that it considered her responsible for the maintenance items pleaded in paragraph 20B.1G above;

20B.1J on or around 7 October 2024, maintenance works were undertaken on the Divilli Premises in accordance with work order number 10594965/1 (issued by the Authority on or around 3 September 2024) in respect of which works the Authority incurred costs;

PARTICULARS

| <u>Works Undertaken</u> | <u>Cost Incurred</u> |
|--|----------------------|
| <u>Replace damaged toilet paper holder</u> | <u>\$54.78</u> |
| <u>Non-scheduled labour</u> | <u>\$35.59</u> |
| <u>Patch hole in dining room wall</u> | <u>\$43.24</u> |

20B.1K the damage which was the subject of work order 10594965/1 was caused by the intentional, reckless or negligent conduct of Ms Divilli, or Mr Rivers or their lawful invitees;

PARTICULARS

- A. The damage to the toilet paper holder and hole in the dining room wall were observed during a property inspection on 21 August 2024.
- B. The damage to those items were not of a kind which is likely to have been caused by reasonable wear and tear or inadvertence.

Paragraphs 20B, 21, 22 & 23

- C. In the absence of any complaint made to the Authority or the police that the hole had been made by an unlawful entrant to the premises, it is to be inferred that the damage was caused, at least negligently, by the tenants or their lawful invitees.

20B.1L on or about 17 October 2024, the Authority issued a notice to Ms Divilli to the effect that it considered her responsible for the maintenance items pleaded in paragraph 20B.1J above;

20B.1M each of the maintenance works pleaded above were in respect of damage caused to the Divilli Premises in breach of one or more of clauses 3.45, 3.4.6, 3.4.9 and 3.12 of the Divilli Tenancy Agreement (pleaded in paragraphs 11A.2(q), (r), (t) and (v) above);

20B.1 pursuant to clause 2.4 of the Divilli Tenancy Agreement, and clause 4.4(b) of the HMA (as pleaded in paragraph 5A.11 herein), the Authority (as the deemed lessor for the purposes of the RT Act) is not liable for the costs incurred in repairing such damage;

20B.2 Ms Divilli and Mr Rivers are liable to the Authority for that damage and, to the extent that the Authority is held liable to Ms Divilli or Mr Rivers, the Authority is entitled to a set-off on account of their liability to it.

PARTICULARS

~~It may be inferred that the damage was caused by Ms Divilli, or the other occupants of the Divilli Premises, or their lawful invitees in circumstances where:~~

~~A. — There were regular property maintenance inspections of the Divilli Premises;~~

~~B. No one reported to the police or to the Authority, and it has not been alleged, that any damage to the Divilli Premises had occurred unlawfully.~~

21. The respondents repeat paragraphs 20A and 20B above and deny each and every allegation in paragraph 21 of the Statement of Claim.

22. Save as pleaded in paragraphs 11.2A(p) and 15.3 herein, the respondents do not admit any of the allegations pleaded in paragraph 22 of the Statement of Claim.

23. As to paragraph 23 of the Statement of Claim, the respondents:

23.1. repeat paragraphs 20A and 20B above;

Paragraphs 24, 25, 26 & 27

- 23.2. otherwise do not and therefore cannot admit the allegations pleaded in that paragraph.
24. As to paragraph 24 of the Statement of Claim, the respondents:
- 24.1. say that at all material times the Authority has complied with any obligations that it has arising under the RT Act and the Divilli Tenancy Agreement;
- 24.2. say that the State is not a party to the Divilli Tenancy Agreement and has no obligations under the Divilli Tenancy Agreement or the RT Act as pleaded or at all; and
- 24.3. otherwise deny each and every allegation pleaded in that paragraph.
25. As to paragraph 25 of the Statement of Claim, the respondents:
- 25.1. will rely on the provisions of the Housing Act, RT Act, HMA and residential tenancy agreement for their full terms, meaning and effect as relevant to the content of any obligation owed by the Authority in the relevant facts and circumstances of each tenancy;
- 25.2. repeat their pleading in paragraph 11A.2(l) and (m);
- 25.3. repeat their pleading in paragraphs 11A.2(n), (q) and (r) by way of answer to the existence of the alleged term;
- 25.4. repeat their pleading in paragraph 15.4;
- 25.5. otherwise deny each and every allegations pleaded therein.
26. As to paragraph 26 of the Statement of Claim, the respondents:
- 26.1. repeat paragraphs 20A and 20B above;
- 26.2. otherwise do not know and therefore cannot admit the allegations pleaded therein.
27. As to paragraph 27 of the Statement of Claim, the respondents:
- 27.1. say that the Authority has at all material times complied with any obligations it has arising under the RT Act and the Divilli Tenancy Agreement;
- 27.2. say that the State is not a party to the Divilli Tenancy Agreement and has no obligations under the Divilli Tenancy Agreement or the RT Act as pleaded or at all;
- 27.3. otherwise deny each and every allegation pleaded in that paragraph.

Paragraphs 28, 29, 30 & 31

28. As to paragraph 28 of the Statement of Claim, the respondents:
- 28.1. will rely on the provisions of the Housing Act, RT Act, HMA and residential tenancy agreement for their full terms, meaning and effect as relevant to the content of any obligation owed by the Authority in the relevant facts and circumstances of each tenancy;
 - 28.2. say that the alleged obligations as pleaded are inconsistent with the RT Act and any obligations under the Divilli Tenancy Agreement;
 - 28.3. say that the alleged obligations as pleaded are applications of a general contractual term which depend upon all of the facts and circumstances of a tenancy at any particular time, and are not independent obligations;
 - 28.4. otherwise deny each and every allegation pleaded therein.
29. As to paragraph 29 of the Statement of Claim, the respondents:
- 29.1. repeat paragraphs 20A and 20B above;
 - 29.2. otherwise do not know and therefore cannot admit the allegations pleaded therein.
30. As to paragraph 30 of the Statement of Claim, the respondents:
- 30.1. say that at all material times the Authority has complied with any obligations it has arising under the RT Act and the Divilli Tenancy Agreement;
 - 30.2. say that the State is not a party to the Divilli Tenancy Agreement and has no obligations under the Divilli Tenancy Agreement or the RT Act as pleaded or at all.
 - 30.3. otherwise deny each and every allegation pleaded in that paragraph.
31. As to paragraph 31 of the Statement of Claim, the respondents:
- 31.1. admit that the Authority operated a system for responding to notice of repairs, maintenance or other works in premises for which it was responsible pursuant to a HMA, the RT Act or a tenancy agreement;
 - 31.2. admit that the Authority allocated priorities with respect to maintenance items using the following categorisations:
 - (a) P2 or P2R (urgent): maintenance, including repairs required to resolve an urgent issue relating to health and safety or an essential service, which

Paragraphs 31, 32 & 32A

should be completed within 24 hours after being reported to the first respondent;

- (b) P3 (priority): maintenance including repairs required to resolve an issue that does not relate to health and safety or an essential service, which should be completed within 72 hours after being reported to the first respondent; and
- (c) P4 (planned): maintenance including repairs that were non-essential. P4 maintenance orders were issued in bulk on a quarterly basis and were required to be completed within 28 days of a work order being issued;

31.3. otherwise deny the allegations pleaded therein.

32. The respondents deny each and every allegation in paragraph 32 of the Statement of Claim.

32A. Further to paragraph 32 herein, the respondents say:

32A.1 at all material times the Authority has had a system for the inspection of properties and for the detection and remediation of defects;

32A.2 the Authority's inspection system was as follows:

- (a) prior to the commencement of a tenancy, a detailed inspection was undertaken as to the premises, noting its condition and features;
- (b) if the property was subject to any defects, those defects were identified and remediated prior to the commencement of the tenancy;
- (c) routine inspections were to be conducted on premises, on a bi-annual basis and in accordance with the terms of the applicable residential tenancy agreement;
- (d) the inspections were to be undertaken by a regional service provider, which had considerable experience dealing with Aboriginal communities generally, and the community within which the premises existed specifically;
- (e) during the routine inspections referred to in paragraph 32A.2(c) herein, repair and maintenance items identified were assigned a priority code level pursuant to the system identified in paragraph 31.2 herein;

Paragraph 32A

- (f) the inspections were undertaken with the aid of information technology, which allowed the inspector to report on the property's condition and photograph the property in order to maintain a proper record;
- (g) the information technology provided to the inspector allowed the inspector to register faults which would then be passed to a maintenance contractor for rectification;
- (h) the first respondent provided inspectors with access to its proprietary property management software platform, known as 'Habitat' (**Habitat System**), which allowed the inspector to see that the maintenance requests had been assigned and actioned;
- (i) any repair and maintenance items assigned a 'P2 (urgent)', 'P2R (urgent)' or 'P3 (priority)' priority level automatically issued a work order to complete the relevant maintenance to the relevant head maintenance contractor;
- (j) a P4 maintenance request was of relatively lower priority and were usually completed within a period of less than 6 months;
- (k) the tenant was advised that they were obliged to inform Housing Direct (a division of the Respondent responsible for logging maintenance and repair reports for properties it owns or manages) or the regional service provider of the existence of any defect within the premises, and that they were obliged to maintain the premises consistently with their obligations under the Tenancy Agreement;
- (l) the tenant was advised that if there were a defect that relevantly impacted upon the health and safety of persons within the house, they should call Housing Direct immediately and report the defect;

32A.3 the Authority's maintenance system was as follows:

- (a) the Authority entered into contracts with regional service providers to undertake tenancy management functions;
- (b) the maintenance contractors maintained software platforms which interface with the Habitat System;
- (c) repair and maintenance instructions were received by the relevant maintenance contractor from the Habitat System;

Paragraphs 32A, 32B, 33 & 34

- (d) the relevant maintenance contractor then assigned the work to a subcontractor, who was then responsible for the completion of the work;
 - (e) the maintenance subcontractor attended to the work, having regard to the timeframe required by the assigned priority level, and then recorded the work as being completed and was then be paid for its services; and
 - (f) the record of the inspection, the maintenance request, the referral to the maintenance contractor, and the performance of the subcontractor were all recorded within the Habitat System and available for review by the inspector and the Authority;
- 32A.4 the Authority's inspection and maintenance system was reasonable having regard to its obligations;
- 32A.5 in the premises pleaded in this paragraph, the Authority's decisions as to the classification of maintenance items, its inspection program, and its maintenance program, are policy decisions for the purposes of section 5X of the *Civil Liability Act 2002* (WA).
- 32B. Further and in the alternative to paragraph 32A herein, the respondents say that:
- 32B.1 the Authority has made decisions with respect to the allocation of its limited resources with respect to the creation of the policy pleaded in paragraph 32A herein;
 - 32B.2 the content of any duty imposed upon the Authority has to be assessed by reference to its limited resources, the scope of its responsibilities, and the policy decisions that it has made;
 - 32B.3 pursuant to section 5W of the *Civil Liability Act 2002* (WA), the allocation of the Authority's limited resources is not open to challenge.
33. As to paragraph 33 of the Statement of Claim, the respondents:
- 33.1. repeat paragraphs 20A and 20B above; and
 - 33.2. otherwise deny each and every allegation pleaded in that paragraph.
34. As to paragraph 34 of the Statement of Claim, the respondents:
- 34.1. repeat paragraphs 20A and 20B above; and
 - 34.2. otherwise deny each and every allegation pleaded in that paragraph.

Paragraphs 35 to 46

35. The respondents deny each and every allegation pleaded in paragraph 35 of the Statement of Claim.
36. As to paragraph 36 of the Statement of Claim, the respondents:
- 36.1. say that, with respect to the Divilli Tenancy, the costs incurred with respect to the works pleaded in paragraph 20A.35 herein were to the account of the Authority;
- 36.2. otherwise deny the allegations in that paragraph.
37. The respondents deny each and every allegation pleaded in paragraph 37 of the Statement of Claim.
38. The respondents deny each and every allegation in paragraph 38 of the Statement of Claim.
39. The respondents deny each and every allegation in paragraph 39 of the Statement of Claim.
40. The respondents deny each and every allegation in paragraph 40 of the Statement of Claim.
41. The respondents deny each and every allegation in paragraph 41 of the Statement of Claim.
42. The respondents deny each and every allegation in paragraph 42 of the Statement of Claim.
43. The respondents deny each and every allegation in paragraph 43 of the Statement of Claim.

Alleged Unconscionable Conduct - Background

44. As to paragraph 44 of the Statement of Claim, the respondents:
- 44.1. admit the allegations in subparagraphs (a), (b), and (c);
- 44.2. do not know and therefore cannot admit the allegations pleaded in subparagraphs (d), (e), and (f);
- 44.3. admit the allegations in subparagraphs (g);
- 44.4. do not know and therefore cannot admit the allegations in subparagraphs (h), (i), (j), and (k); and
- 44.5. otherwise deny each and every allegation pleaded in that paragraph.
45. The respondents repeat paragraph 44 above and otherwise deny the allegations in paragraph 45 of the Claim.
46. As to paragraph 46 of the Statement of Claim, the respondents:

Paragraphs 46, 47, 48, 49 & 50

- 46.1. say with respect to Ms Divilli that:
- (a) the Divilli Premises was owned by the YAC;
 - (b) all of the dwellings in Pandanus Park save one are owned by the YAC, with the YAC also asserting ownership of that singular property;
 - (c) when a property within Pandanus Park is available, a decision as to whom the property is to be made available is made by the YAC in accordance with section 62F(c) of the Housing Act;
 - (d) once a decision is made by the YAC, the YAC notifies the ENAC of that decision;
 - (e) the ENAC liaises with the prospective tenant;
 - (f) the proposed tenancy agreement is provided to the intending lessee, who is then given an opportunity to consider and, if appropriate, sign the tenancy agreement;
 - (g) in the usual course, the intending lessee is familiar with the leasing structure applied by the YAC;
- 46.2. otherwise deny each and every allegation pleaded in that paragraph.
47. The respondents do not admit each and every allegation in paragraph 47 of the Statement of Claim.
48. As to paragraph 48 of the Statement of Claim, the respondents:
- 48.1. admit that the Authority has offered, entered and performed residential tenancy agreements as agent for Aboriginal Entities under Part VIIA of the Housing Act;
 - 48.2. say that, with respect to the properties at Pandanus Park, they were owned either entirely, or almost entirely, by the YAC;
 - 48.3. says that the Authority's role with respect to the Divilli Premises was pursuant to the Yurmulun HMA;
 - 48.4. otherwise deny each and every allegation pleaded in that paragraph.
49. The respondents do not admit each and every allegation in paragraph 49 of the Statement of Claim.
50. As to paragraph 50 of the Statement of Claim the respondents:

Paragraphs 50, 51 & 52

- 50.1. admit that the Western Australian government sought to implement the objectives of the NPARIH and NPARH;
- 50.2. admit that the Authority was an authority, agency or entity through which the Western Australian government sought to implement the objectives of the NPARIH and NPARH; and
- 50.3. otherwise deny the allegations pleaded in that paragraph.
51. As to paragraph 51 of the Statement of Claim, the respondents:
- 51.1. admit subparagraph (a) insofar as the Authority and the State, by their senior officers, knew or ought to have known:
- (a) of the matters pleaded in paragraph 10.1 of this Defence;
 - (b) that the Parliament of Western Australia, by the *Aboriginal Housing Legislation Amendment Bill 2009*, introduced Part VIIA of the Housing Act to:
 - (i) allow the Authority to perform functions in relation to Aboriginal land;
 - (ii) improve housing and tenancy management outcomes in Aboriginal communities;
 - (iii) protect State and Commonwealth and investment in social housing; and
 - (iv) secure an increase in funding from the Commonwealth under the NPARIH; and
 - (c) that the Authority enters into housing management agreements and residential tenancy agreements under Part VIIA of the Housing Act;
- 51.2. otherwise deny each and every allegation pleaded in that paragraph.

Alleged Unconscionable Conduct

52. As to paragraph 52 of the Statement of Claim the respondents:
- 52.1. say that any and all rents collected from Ms Divilli were collected in accordance with the terms of the Divilli Tenancy Agreement pleaded in paragraph 11A.2 herein and the Rent Setting Policy pleaded in paragraph 53 herein;

Paragraphs 52 & 53

- 52.2. otherwise deny each and every allegation pleaded in that paragraph.
53. As to paragraph 53 of the Statement of Claim the respondents:
- 53.1. say that the Minister approved the Rent Setting Policy for Aboriginal Town based and Remote Aboriginal Communities on 20 June 2012 with effect from 1 July 2013 (**Rent Setting Policy**) under and in accordance with section 62E of the Housing Act;
- 53.2. say that the rents payable for tenancies entered into pursuant to HMAs are, where the tenancy is listed in Schedule B of the relevant HMA, set in accordance with the Rent Setting Policy;
- 53.3. say that the Rent Setting Policy provides for the setting of rents based upon the financial and other circumstances of tenants;
- 53.4. say that in respect of Aboriginal Town Based Communities, the Rent Setting Policy provided for the setting of rents to be aligned to the public housing rent model such that the rent payable was to be the lesser of:
- (a) the Housing Authority assessed rent (income based) based on the gross household assessable income of all members – discounted by an amount equivalent to local government authority rates where these were not paid and the community was responsible for providing the service; or
 - (b) the market rent in the town – discounted by the amount of local government authority rates where these were not paid and the community was responsible for providing the service;
- 53.5. say that in respect of Remote Aboriginal Communities, the Rent Setting Policy provided for the setting of rents to be aligned to the public housing rent model (but recognising that there was no “market” rent in such communities) such that the rent payable was to be the lesser of:
- (a) the Housing Authority assessed rent (income based) based on the gross household assessable income of all members – discounted by an amount equivalent to local government authority rates where these were not paid and the community was responsible for providing the service; or
 - (b) the rent based on a “Cost Recovery Model” which reflected the different cost to construct a dwelling based on a number of bedrooms, amenity level and location – discounted by the amount equivalent to the average regional

Paragraphs 53, 54 & 55

local government authority rates where these were not paid and the community was responsible for providing the service;

- 53.6. say that in each of the above scenarios, the local government authority rates to be applied were the average local government authority rates for the region in which the tenancy is located, as reviewed annually;
- 53.7. say that the rent payable by tenants of properties leased under HMAs, as calculated in accordance with the Rent Setting Policy, may vary from time-to-time as a result of changes in the tenants' circumstances;
- 53.8. say that, during the period from July 2015 to the date of this pleading, Ms Divilli was from time to time been charged rent for the Divilli Premises at varying rates;
- 53.9. say that the varying rent charged to Ms Divilli as pleaded in paragraph 53.5 hereof were set in conformity with the Rent Setting Policy, alternatively the Housing Authority assessed rent (income based), as incorporated by or reflected in clauses 1.4, and 1.7 to 1.11 of the Divilli Tenancy Agreement;

PARTICULARS

- A. On or around 12 October 2018, the Authority gave notice to the YAC (YHMA Variation Notice) that a number of houses in the Pandanus Park Community had been added to Schedule B of the Pandanus Park Housing Management Agreement (including the Divilli Premises with effect from 30 June 2015), in accordance with subclause 8.2(d) thereof, as amended by deed entered into between the Authority and the YAC on or around 12 October 2018 (YHMA Variation Deed).
- B. The YHMA Variation Notice is in writing and constituted by a letter sent from the Authority to the YAC on or about 12 October 2018.
- C. A copy of the YHMA Variation Notice is in the possession of the respondents' solicitors and may be inspected upon request.
- D. A copy of the YHMA Variation Deed is in the possession of the respondents' solicitors and may be inspected upon request.
- 53.10. otherwise deny each and every allegation pleaded in that paragraph.
54. The respondents deny each and every allegation in paragraph 54 of the Statement of Claim.
55. The respondents deny each and every allegation in paragraph 55 of the Statement of Claim.

Paragraphs 56 to 71

56. The respondents deny each and every allegation in paragraph 56 of the Statement of Claim.
57. The respondents deny each and every allegation in paragraph 57 of the Statement of Claim.
58. The respondents deny each and every allegation in paragraph 58 of the Statement of Claim.
59. The respondents deny each and every allegation in paragraph 59 of the Statement of Claim and say that housing management agreements and residential tenancy agreements entered into under Part VIIA of the Housing Act are not intended to be commercially viable, and are not commercially viable, but are entered into in the furtherance of the objects of Part VIIA of the Housing Act.
60. The respondents deny each and every allegation in paragraph 60 of the Statement of Claim.
61. The respondents deny each and every allegation in paragraph 61 of the Statement of Claim.
62. The respondents deny each and every allegation in paragraph 62 of the Statement of Claim.
63. The respondents deny each and every allegation in paragraph 63 of the Statement of Claim.
64. The respondents deny each and every allegation in paragraph 64 of the Statement of Claim.
65. The respondents deny each and every allegation in paragraph 65 of the Statement of Claim.
66. The respondents deny each and every allegation in paragraph 66 of the Statement of Claim.
67. The respondents deny each and every allegation in paragraph 67 of the Statement of Claim.

Alleged Excessive Rent

68. The respondents deny each and every allegation in paragraph 68 of the Statement of Claim.
69. The respondents deny each and every allegation pleaded in paragraph 69 of the Statement of Claim, and say that rent is and was at all material times payable in the amount determined by the Authority and approved by the Minister under section 62E of the Housing Act.

Restitution for Alleged Rent Overpayment

70. The respondents admit paragraph 70 of the Statement of Claim.
71. The respondents deny each and every allegation in paragraph 71 of the Statement of Claim, and say further that:
- 71.1. the Minister approved the Rent Setting Policy in accordance with section 62E of the Housing Act;

Paragraphs 71 to 79

- 71.2. on the proper construction of section 62E of the Housing Act, the Authority was not required to determine, and the Minister was not required to approve, an individual rent rate for each tenancy; and
- 71.3. the rent was at all material times payable in accordance with the Rent Setting Policy and the terms of each individual tenancy agreement.
72. As to paragraph 72 of the Statement of Claim the respondents:
- 72.1. admit that rent was paid to the Authority in respect of residential tenancy agreements entered into under Part VIIA of the Housing Act; and
- 72.2. otherwise deny the allegations in the paragraph.
73. The respondents deny each and every allegation in paragraph 73 of the Statement of Claim.
74. The respondents deny each and every allegation in paragraph 74 of the Statement of Claim.
75. The respondents deny each and every allegation in paragraph 75 of the Statement of Claim.
76. As to paragraph 76 of the Statement of Claim the respondents:
- 76.1. deny that any payments were caused by a mistake of fact or law by the Claimant;
- 76.2. says that, to the extent that any payments were caused by the mistake of fact or law alleged by the Plaintiff, which is denied, the payments were voluntary payments made in satisfaction of honest claims; and
- 76.3. otherwise deny each and every allegation pleaded therein.
77. The respondents deny each and every allegation in paragraph 77 of the Statement of Claim.
78. The respondents deny each and every allegation in paragraph 78 of the Statement of Claim.
79. As to paragraph 79 of the Statement of Claim the respondents:
- 79.1. repeat subparagraphs 5A.5, 5A.11(c), 11A.2(a)-(h) and 53 of this Defence;
- 79.2. say that tenants can and do pay rent in respect of a tenancy under Part VIIA of the Housing Act in different ways, and have been able to do so and have done so at all material times, including:
- (a) by direct debit via their financial institution;
- (b) by Australia Post (Post Billpay);

Paragraphs 79, 80 & 81

- (c) by electronic funds transfer from their financial institution;
- (d) by authorised deduction from their salary or wages; and
- (e) by authorised deduction from their Centrelink payments;

79.3. say that if there is a change in a tenant's rent, the Authority's standard practice under Part VIIA of the Housing Act is, and has at all material times been, to:

- (a) carry out a rent assessment with the tenant in which the tenant is informed of the new rent amount;
- (b) obtain any applicable authorisations for any deductions of the new rent amount; and
- (c) send (directly or via a regional service provider) a letter to the tenant to inform them of the new amount of rent and the reason for the change in rent;

79.4. say that it is, and has at all material times been, open for tenants to contact:

- (a) the Authority or the Authority's regional service provider to discuss their rent and how their rent has been calculated if they had any issues or concerns with the amount of rent under their residential tenancy agreement or the Rent Setting Policy; and
- (b) the Authority, the Authority's regional service provider and, as applicable, their financial institution, employer or Centrelink, to:
 - (i) ascertain the amount of any rent that has been or will be deducted; or
 - (ii) stop, vary or suspend any authorisation previously given to make deductions of rent; and

79.5. otherwise deny each and every allegation pleaded in that paragraph.

80. The respondents deny each and every allegation in paragraph 80 of the Statement of Claim.

81. The respondents deny each and every allegation pleaded in paragraph 81 of the Statement of Claim and say further that:

81.1. any claim for restitution of allegedly overpaid rent is inconsistent with, and precluded by, section 62E of the Housing Act; and

Paragraphs 81 to 86

81.2. as to any claim, or purported claim, in restitution for money had and received, there is a requirement to make counter-restitution of received benefits.

82. The respondents deny each and every allegation in paragraph 82 of the Statement of Claim.

Racial Discrimination Act

83. As to paragraph 83 of the Statement of Claim, the respondents:

83.1. do not know and therefore cannot admit whether the proceeding has been validly commenced as a representative proceeding pursuant to Part IVA of the FCA Act on behalf of the applicant and on behalf of the Heat-Stressed Group, the Non-Repair Group, or the Tenant Liability Group (as defined in the Statement of Claim);

83.2. otherwise deny the allegations pleaded therein.

Human Rights or Fundamental Freedoms

84. As to paragraph 84 of the Statement of Claim, the respondents:

84.1. say that Australia is a State Party to the *International Convention on the Elimination of All Forms of Racial Discrimination (CERD)*;

84.2. say that the CERD has application to the extent that it is formally adopted into Australian domestic law;

84.3. say that, pursuant to section 9(1) of the *Racial Discrimination Act 1975 (Cth) (RDA)*, it is unlawful for a person to do any act involving a distinction, exclusion, restriction or preference based on race, colour, descent or national or ethnic origin which has the purpose or effect of nullifying or impairing the recognition, enjoyment or exercise, on an equal footing, of any human right or fundamental freedom in the political, economic, social, cultural or any other field of public life;

84.4. say that a human right or fundamental freedom for the purposes of section 9(1) of the RDA includes a right of a kind referred to in Article 5 of the CERD;

84.5. say that the right to housing is a right of a kind referred to in Article 5 of the CERD;

84.6. otherwise deny the allegations pleaded therein.

85. The respondents repeat paragraph 84 above and otherwise deny the allegations pleaded in paragraph 85 of the Statement of Claim.

86. As to paragraph 86 of the Statement of Claim, the respondents:

Paragraphs 86, 87 and 88

86.1. say that, pursuant to section 18A(1) of the RDA, where:

- (a) the Authority's agents or employees do an act in connection with their duties as an agent or employee of the Authority; and
- (b) the act would be unlawful under Part II of the RDA if it were done by the Authority.

the RDA applies to the Authority as if it had also done the act in question;

86.2. say that, pursuant to section 18A(1) of the RDA, where:

- (a) the State's agents or employees do an act in connection with their duties as an agent or employee of the State; and
- (b) the act would be unlawful under Part II of the RDA if it were done by the State.

the RDA applies to the State as if it had also done the act in question;

86.3. otherwise deny the allegations pleaded therein.

Distinction Based on Race in Heat Management

87. The respondents do not know and therefore cannot admit the allegations pleaded in paragraph 87 of the Statement of Claim.

88. As to paragraph 88 of the Statement of Claim, the respondents:

88.1. admit that tenants in in public housing or properties managed by the Authority subject to Part VIIA of the Housing Act which are located in the Heat-Stressed Zone (as defined) are unlikely to have a functioning air-conditioning unit in each bedroom and living room;

88.2. otherwise deny the allegations pleaded therein.

PARTICULARS

A. The cooling of properties managed by the Authority in accordance with an HMA is subject to:

- (a) the Housing Authority Aboriginal Housing Policy Manual (AHPM);
- (b) the Housing Authority Rental Policy Manual – Climate Control Policy (Climate Control Policy); and

Paragraphs 88 & 89

- (c) the Housing Authority Maintenance Policy Manual (**Maintenance Policy Manual**);
- B. Pursuant to Maintenance Policies 4 and 6 of the AHPM, tenants may apply to add air conditioning units to their property at their own expense and without reimbursement;
- C. Pursuant to Clause 4 of the Climate Control Policy and Policy Statement 2.4.1 of the Maintenance Policy Manual:
- (a) the Authority installs ceiling fans to properties in the North West, Kalgoorlie and remote areas;
 - (b) the Authority provides higher ceilings heights where ceiling fans are installed;
 - (c) ceiling fans, air conditioning apertures, and ceiling/wall insulation have been provided to all new construction in the North West after 1990;
 - (d) tenants living in the North West, Kalgoorlie and remote areas whose properties are not fitted with air conditioning apertures may apply to have an aperture fitted, subject to budget funding;
 - (e) tenants are responsible for the fitting and maintenance of their own air conditioning units installed in Housing Authority properties;
 - (f) the Authority installs ceiling insulation at any property where the primary tenant or partner are aged 80 years or older;
 - (g) any tenant under 80 years of age can apply for insulation to be installed at the property where they demonstrate that they require ceiling insulation due to a current medical condition or disability.
89. As to paragraph 89 of the Statement of Claim, the respondents:
- 89.1. say that, in accordance with the terms of the *Government Employees' Housing Act 1964* (WA), the Authority administers a program (**GROH Program**) by which the Authority:
- (a) purchases or leases properties to be used as government employee accommodation (**GROH Housing**);
 - (b) leases or sub-leases GROH Housing to government departments or agencies for the purpose of providing housing to their employees;

Paragraphs 89, 90, 91 & 91A

- (c) provides property management and maintenance services with respect to GROH Housing.
- 89.2. say that the Department of Housing has published a policy document entitled the Government Regional Officers' Housing – Government Housing Air Conditioning Policy (**GROH Air Conditioning Policy**):
- 89.3. say that pursuant to Section 2 of the GROH Airconditioning Policy, government employee accommodation located in towns situated north of the 26o south latitude, and in southern remote area communities, is generally to be fully air conditioned with either ducted refrigerated air conditioning or with wall-mounted refrigerated room air conditioners;
- 89.4. say that the Department of Housing and Works has published a design brief for housing to be constructed or purchased for the purpose of government regional officer housing (**GROH Design Brief**):
- 89.5. say that the GROH Design Brief provides that reverse cycle split system air conditioning-units are to be provided to all rooms, except wet areas, for government regional officer housing;
- 89.6. say that the Department of Communities has published a policy document entitled Government Regional Officers' Housing, Housing Design – Minimum Standards (**GROH Design Standards**):
- 89.7. say that the GROH Design Standards provides that all new lease dwellings obtained from the private market for the purposes of GROH Housing are to include:
- (a) subject to conditions that may apply subject to location, fully ducted air-conditioning or sufficient split system air-conditioning is to be provided in;
- (b) blinds or thick curtains to all external windows/sliding doors;
- 89.8. otherwise deny the allegations pleaded therein.
90. The respondents deny each and every allegation pleaded in paragraph 90 of the Statement of Claim.
91. The respondents deny each and every allegation pleaded in paragraph 91 of the Statement of Claim.
- 91A. Further or in the alternative to paragraph 91 herein, the respondents say that the Authority takes the following measures, in accordance with Clause 4 of the Climate Control Policy and

Paragraphs 91A & 92

Policy Statement 2.4.1 of the Maintenance Policy Manual, in order to mitigate heat stress on residents in tenancies which it manages:

- 91A.1 the Authority installs ceiling fans to properties in the North West, Kalgoorlie and remote areas;
- 91A.2 the Authority provides higher ceilings heights to new properties where ceiling fans are installed;
- 91A.3 ceiling fans, air conditioning apertures, and ceiling/wall insulation have been provided to all new construction in the North West after 1990;
- 91A.4 tenants living in the North West, Kalgoorlie and remote areas whose properties are not fitted with air conditioning apertures may apply to have an aperture fitted, subject to budget funding;
- 91A.5 the Authority installs ceiling insulation at any property where the primary tenant or partner are aged 80 years or older;
- 91A.6 any tenant under 80 years of age can apply for insulation to be installed at the property where they demonstrate that they require ceiling insulation due to a current medical condition or disability.

92. The respondents deny each and every allegation pleaded in paragraph 92 of the Statement of Claim and say further that:

92.1. the policies which govern the provision of cooling to HMA-governed properties managed by the Authority, being the Climate Control Policy and Maintenance Policy Manual (as referred to in the particulars to paragraph 88 herein):

- (a) apply to housing managed under Part VIIA of the Housing Act and general public housing managed by the Authority;
- (b) apply to such housing irrespective of the race or descent of the tenants of those properties;

92.2. to the extent that:

- (a) the respondents have engaged in the acts referred to in paragraph 91 of the Statement of Claim (which is denied); and
- (b) those acts involved any distinction, exclusion, restriction or preference between different classes of tenants (which is denied),

Paragraphs 92 to 97

such distinction, exclusion, restriction or preference:

(c) is on the basis that the tenant is employed by an employing authority of the State;

(d) is not based upon race or descent.

93. The respondents deny each and every allegation pleaded in paragraph 93 of the Statement of Claim.

94. The respondents deny each and every allegation pleaded in paragraph 94 of the Statement of Claim.

Distinction Based on Race in Obligation to Repair

95. As to paragraph 95 of the Statement of Claim, the respondents:

95.1. repeat their pleading in paragraph 15.4 herein;

95.2. say that the Authority is not an owner and has no legal interest in properties which are the subject of an HMA, save for controlling and managing their letting in accordance with the terms of the relevant HMA and part VIIA of the Housing Act;

95.3. otherwise deny the allegations pleaded therein.

96. As to paragraph 96 of the Statement of Claim, the respondents:

96.1. admit that HMAs to which it was a party included a term to the effect pleaded in paragraph 5A.11 herein;

96.2. otherwise deny each and every allegation pleaded therein.

96A. Further or in the alternative to paragraph 96 herein, the respondents say that the Non-Repair Term applies as between the Authority and the owner of the property and, save for modifying the application of the RTA over such properties, has no application as between the tenants and the owners of the leased premises or the tenants and the Authority.

97. As to paragraph 97 of the Statement of Claim, the respondents:

97.1. deny that the Authority has, in fact, declined to carry out repairs on the basis of a Non-Repair Term contained within an HMA;

97.2. say that where the Authority considers that damage has been caused by the wilful or negligent acts or omissions of the tenants or their lawful invitees, the Authority's practice is, and has at all material times been, to:

Paragraphs 97 to 101

- (a) organise for the repair or replacement of the damaged items; and
- (b) at its discretion, recover the cost, or a portion of the cost, of the repair or replacement from the tenants;

97.3. otherwise deny the allegations pleaded therein.

98. The respondents deny each and every allegation pleaded in paragraph 98 of the Statement of Claim.

99. The respondents do not know and therefore cannot admit the allegations pleaded in paragraph 99 of the Statement of Claim.

100. The respondents deny each and every allegation pleaded in paragraph 100 of the Statement of Claim.

100A. Further or in the alternative to paragraph 100 herein, the respondents say that to the extent that properties are, or have been, disposed of on less favourable terms and conditions than those which are or would otherwise have been offered due to the existence of the Non-Repair Term (which is denied), then that is:

100A.1 a consequence of the nature of the interest, or lack thereof, which the respondents hold in those properties which are the subject of an HMA: and

PARTICULARS

The respondents repeat their pleading in paragraph 5A herein and say that, in distinction to general public housing, with respect to premises which are subject to an HMA:

- (a) the premises are owned by the relevant Aboriginal Corporation and not the Authority;
- (b) the Authority manages the premises in question pursuant to the terms of the HMA and provisions of Part VIIA of the Housing Act;
- (c) the Authority is a deemed lessor of the premises for the purposes of the RTA only, by virtue of section 62G of the Housing Act.

100A.2 not by reason of race, colour, descent or national or ethnic origin.

101. The respondents deny each and every allegation pleaded in paragraph 101 of the Statement of Claim.

Paragraphs 102 to 109

102. The respondents deny each and every allegation pleaded in paragraph 102 of the Statement of Claim.

103. The respondents deny each and every allegation pleaded in paragraph 103 of the Statement of Claim.

104. The respondents deny each and every allegation pleaded in paragraph 104 of the Statement of Claim.

105. The respondents deny each and every allegation pleaded in paragraph 105 of the Statement of Claim and say further that:

105.1. to the extent that the Authority or the State engaged in the act alleged in paragraph 103 of the Statement of Claim (which is denied); and

105.2. that act involved a distinction (which is further denied),

such distinction:

105.3. is based upon the nature of the interest, or lack thereof, which the respondents hold in those properties which are the subject of an HMA: and

105.4. not based upon race or descent.

106. The respondents deny each and every allegation pleaded in paragraph 106 of the Statement of Claim.

Distinction Based on Race in the Enforced Collection of Compensation

107. The respondents admit the allegations pleaded in paragraph 107 of the Statement of Claim.

108. The respondents admit the allegations pleaded in paragraph 108 of the Statement of Claim.

109. As to paragraph 109 of the Statement of Claim, the respondents:

109.1. say that the Authority substantially redrafted the AHPM in 2018;

109.2. say that, as part of the redrafting referred to in paragraph 109.1 herein, the words pleaded in paragraph 109 of the Statement of Claim were added to the AHPM;

109.3. say that, on its proper construction, the policy contained within the AHPM with respect to the recovery of costs for the repair or replacement of damage caused by the intentional, reckless or negligent acts of the tenants or their lawful invitees has, both prior to and after July 2018, been such that the Authority may, in its sole discretion, apply tenant liability charges where there is evidence demonstrating, or

Paragraphs 109 to 117

- from which it can reasonably be assumed, that damage was caused by an intentional, negligent or reckless act;
- 109.4. otherwise deny the allegations pleaded therein.
110. As to paragraph 110 of the Statement of Claim, the respondents:
- 110.1. say that the policy wording pleaded in paragraph 110 of the Statement of Claim is contained within the Maintenance Policy Manual;
- 110.2. say that the policies contained within the Maintenance Policy Manual are applied to both Aboriginal and non-Aboriginal persons occupying housing managed by the Authority;
- 110.3. say that the policies contained within the Maintenance Policy Manual, as read in conjunction with the AHPM, also apply to properties managed in accordance with an HMA;
- 110.4. say that there is no distinction between the manner in which the Authority assesses and applies tenant liability charges between Aboriginal and non-Aboriginal persons;
- 110.5. otherwise deny the allegations pleaded therein.
111. The respondents deny each and every allegation pleaded in paragraph 111 of the Statement of Claim.
112. The respondents deny each and every allegation pleaded in paragraph 112 of the Statement of Claim.
113. The respondents deny each and every allegation pleaded in paragraph 113 of the Statement of Claim.
114. The respondents deny each and every allegation pleaded in paragraph 114 of the Statement of Claim.
115. The respondents deny each and every allegation pleaded in paragraph 115 of the Statement of Claim.
116. The respondents deny each and every allegation pleaded in paragraph 116 of the Statement of Claim.
117. The respondents deny each and every allegation pleaded in paragraph 117 of the Statement of Claim.

Paragraphs 118 to 122

118. The respondents deny each and every allegation pleaded in paragraph 118 of the Statement of Claim.
119. The respondents admit the allegations pleaded in paragraph 119 of the Statement of Claim.
120. The respondents deny that the applicant or the Group Members are entitled to the relief claimed or any relief at all.
121. If, which is denied, the respondents:
- 121.1. breached any residential tenancy agreement, any action on account of such breaches occurring prior to 19 August 2018 is barred by virtue of section 13 of the *Limitation Act 2005 (WA) (WA Limitations Act)*;
- 121.2. contravened the ACL, any action for damages is barred to the extent that it accrued prior to 19 August 2018:
- (a) in the case of damages sought pursuant to section 236 of the ACL, by virtue of section 236(2) of the ACL; and
- (b) in the case of damages sought pursuant to section 267 of the ACL, by virtue of section 13 of the WA Limitations Act.
122. Without limitation to the above, the respondents say that any action arising from the alleged instances pleaded in particulars 20(d)(i)(1)-(4), 20(e)(ii)(1)-(3), 20(g)(1)-(3), 20(h)(i)(1)-(3), 20(i), 20(k)(i)(2)-(3), 20(m)(i), 20(p)(1)-(5), 20(q)(ii), (iii), (iv), (vi)(1)-(3), 20(t)(i)(2), 20(t)(ii)(1), 20(v)(i)-(ii), 20(y)(i), 20(cc)(i), 20(ii)(i)-(iv), and 26(d)(i) is statute-barred.

Date: 9 February 2026



Signed by **Cameron Maclean**,
Barry Nilsson
Lawyer for the Respondent

This pleading was prepared by Cameron Maclean, lawyer and settled by S K Dharmananda SC and L Pham of counsel.

CERTIFICATE OF LAWYER

I, Cameron Maclean, certify to the Court that, in relation to the defence filed on behalf of the respondents, the factual and legal material available to me at present provides a proper basis for:

- (a) each allegation in the pleading; and
- (b) each denial in the pleading; and
- (c) each non admission in the pleading.

Date: 9 February 2026



Signed by **Cameron Maclean**,
Barry Nilsson
Lawyer for the Respondent

SCHEDULE 1

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|--|---------------------|------------|---------------------------------------|---|------------------------|---------------------------|-------------------|
| 8362389/1 | Repair water leak (exposed) | External Wall | Plumbing | repair copper tube | | 4/03/2016 11:08 | 5/03/2016 8:00 | Finished |
| 8362389/1 | Travel and Overhead (Fixed) | External Wall | Plumbing | | | 4/03/2016 11:08 | 5/03/2016 8:00 | Finished |
| 8362389/2 | Clear blockage to waste between fixture and discharge to main drain | Kitchen | Plumbing | COB fat | . | 4/03/2016 11:08 | 5/03/2016 16:00 | Finished |
| 8362389/2 | Travel and Overhead (Fixed) | Kitchen | Plumbing | | | 4/03/2016 11:08 | 5/03/2016 16:00 | Finished |
| 8362389/2 | Variable Travel Fee | External | Plumbing | | Variable Travel Fee | 4/03/2016 11:08 | 5/03/2016 16:00 | Finished |
| 8362389/2 | Custom travel for WA. | Bathroom | Fees | | | 4/03/2016 11:08 | 5/03/2016 16:00 | Finished |
| 8362389/3 | Non-Scheduled Labour - where there is no SOR to undertake the task. DOH Approval with a detailed description | External | Plumbing | labour required to undertake the work | See above blockage at the property need to replace the waste pipe in the property | 10/03/2016 17:02 | 21/03/2016 9:00 | Finished |
| 8362389/3 | Variable Travel Fee | Internal | Plumbing | | Variable Travel Fee | 10/03/2016 17:02 | 21/03/2016 9:00 | Finished |
| 8362389/3 | Replace up to 22 mm copper water service | External | Plumbing | | Previous WO 8362389/1 issued work issued due to blockage at the property | 10/03/2016 17:02 | 21/03/2016 9:00 | Finished |
| 8392459/1 | Visual inspection and integrated push button test | Lounge | Electrical | | | 15/04/2016 14:04 | 16/04/2016 8:00 | Finished |
| 8392459/1 | Replace smoke alarm Kit/Din/Loun Combination | Lounge | Electrical | replaced the smoke alarm | | 15/04/2016 14:04 | 16/04/2016 8:00 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|--|---------------------|------------|---|--|------------------------|---------------------------|-------------------|
| 8392459/1 | Travel and Overhead (Fixed) | Lounge | Electrical | | | 15/04/2016 14:04 | 16/04/2016 8:00 | Finished |
| 8395553/1 | Replace 600 mm weatherproof fluorescent fitting | Verandah | Electrical | | Replace 600 mm weatherproof fluorescent fitting | 20/04/2016 10:16 | 21/04/2016 10:00 | Finished |
| 8395553/1 | Travel and Overhead (Fixed) | Verandah | Electrical | | | 20/04/2016 10:16 | 21/04/2016 10:00 | Finished |
| 8456744/1 | Clear blockage to sewer/septic line | Yard | Plumbing | COB Paper | . | 7/07/2016 14:02 | 8/07/2016 8:00 | Finished |
| 8456744/1 | Travel and Overhead (Fixed) | Yard | Plumbing | | | 7/07/2016 14:02 | 8/07/2016 8:00 | Finished |
| 8456744/1 | Variable Travel Fee | Bathroom | Plumbing | | Variable Travel Fee | 7/07/2016 14:02 | 8/07/2016 8:00 | Finished |
| 8456744/1 | Custom travel for WA. | Bathroom | Fees | | | 7/07/2016 14:02 | 8/07/2016 8:00 | Finished |
| 8457715/1 | Replace or SAI privacy lock set with snib on inside to door | Toilet | Carpentry | | | 8/07/2016 13:29 | 14/07/2016 9:45 | Finished |
| 8458324/1 | Locate fault in circuit, then rectify using the appropriate SOR | Bedroom | Electrical | Locate fault in circuit, then rectify using the appropriate SOR | | 11/07/2016 9:36 | 11/07/2016 15:00 | Finished |
| 8458324/1 | Travel and Overhead (Fixed) | Bedroom | Electrical | Travel and Overhead (Fixed) | | 11/07/2016 9:36 | 11/07/2016 15:00 | Finished |
| 8458855/1 | Replace ceiling fan regulator control knob, or light dimmer control knob | Lounge | Electrical | | Please replace the ceiling fan regulator knob lounge room. | 31/10/2016 16:23 | 7/11/2016 14:00 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|--|---------------------|--------------|-----------------------|--|------------------------|---------------------------|-------------------|
| 8458855/1 | Travel and Overhead (Fixed) | Lounge | Electrical | | Hi, Trades attended address to complete works, upon inspection of current ceiling damage there are varies required in order to complete works properly. Trades stated: A section of the ceiling has collapsed due to severe water damage. In | 31/10/2016 16:23 | 7/11/2016 14:00 | Finished |
| 8458890/1 | Refit, secure and adjust restrainer chain and pneumatic closer to barrier or security door | Entry | Carpentry | | Please replace the pneumatic door closer to the front entry fly screen. | 2/11/2016 10:37 | 3/11/2016 15:00 | Finished |
| 8458890/1 | Travel and Overhead (Fixed) | Entry | Carpentry | | | 2/11/2016 10:37 | 3/11/2016 15:00 | Finished |
| 8458890/1 | Variable Travel Fee | Internal | Carpentry | | VF TRAVEL | 2/11/2016 10:37 | 3/11/2016 15:00 | Finished |
| 8458890/1 | Custom travel for WA. | Entry | Fees | | | 2/11/2016 10:37 | 3/11/2016 15:00 | Finished |
| 8732025/1 | Treat cockroach infestation to whole property (internal and external) | Internal | Pest Control | | | 4/07/2017 10:39 | 18/07/2017 11:00 | Finished |
| 8732025/1 | Inspect and report | Internal | Pest Control | | | 4/07/2017 10:39 | 18/07/2017 11:00 | Finished |
| 8732025/1 | Travel and Overhead (Fixed) | Internal | Pest Control | | | 4/07/2017 10:39 | 18/07/2017 11:00 | Finished |
| 8735709/1 | Adjust cistern | Toilet | Plumbing | | overflowing cistern | 7/07/2017 14:30 | 1/08/2017 9:31 | Finished |
| 8735709/1 | Inspect and report | External | Plumbing | | Inspect and report on the current capacity of the septic systems | 7/07/2017 14:30 | 1/08/2017 9:31 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|--|---------------------|------------|-----------------------|---|------------------------|---------------------------|-------------------|
| 8735709/1 | Inspect and report | Internal | Plumbing | | Inspect and rectify all leaks using appropriate code request variation as per usual process | 7/07/2017 14:30 | 1/08/2017 9:31 | Finished |
| 8735709/1 | Non-Scheduled Material | Toilet | Plumbing | Fluid master | | 7/07/2017 14:30 | 1/08/2017 9:31 | Finished |
| 8735709/1 | Repair water leak (exposed) | Internal | Plumbing | REPAIR LEAK | concealed leak in wall | 7/07/2017 14:30 | 1/08/2017 9:31 | Finished |
| 8735709/1 | Re-washer taps | Shower | Plumbing | | leaking | 7/07/2017 14:30 | 1/08/2017 9:31 | Finished |
| 8735709/1 | SAI temperature pressure relief valve to storage HWU (hot value) | External | Plumbing | | at solar, leaking | 7/07/2017 14:30 | 1/08/2017 9:31 | Finished |
| 8735709/1 | Replace all directional shower rose and arm | Shower | Plumbing | | broken head | 7/07/2017 14:30 | 1/08/2017 9:31 | Finished |
| 8735709/1 | Travel and Overhead (Fixed) | Internal | Plumbing | | | 7/07/2017 14:30 | 1/08/2017 9:31 | Finished |
| 8735709/1 | Pressure test hot and cold water service | Internal | Plumbing | Pressure test passed | locate leak, bathroom | 7/07/2017 14:30 | 1/08/2017 9:31 | Finished |
| 8735709/1 | Custom travel for WA. | Internal | Fees | | | 7/07/2017 14:30 | 1/08/2017 9:31 | Finished |
| 8755449/1 | Travel and Overhead (Fixed) | Internal | Electrical | travel | | 1/08/2017 13:03 | 24/08/2017 10:00 | Finished |
| 8785667/1 | Replace access point to drain or septic tank cover | External | Plumbing | | | 7/09/2017 11:51 | 15/09/2017 11:00 | Finished |
| 8785667/1 | Replace inspection shaft mound | External | Plumbing | | | 7/09/2017 11:51 | 15/09/2017 11:00 | Finished |
| 8785667/1 | Travel and Overhead (Fixed) | External | Plumbing | | | 7/09/2017 11:51 | 15/09/2017 11:00 | Finished |
| 8785667/2 | Pump Out Septic Waste System | External | Plumbing | Pump out | | 7/09/2017 11:56 | 27/09/2017 15:40 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|---|---------------------|------------|------------------------|------------------------|------------------------|---------------------------|-------------------|
| 8808127/1 | Repair water leak (exposed) | Roof | Plumbing | Repair leak to fitting | | 9/10/2017 15:51 | 10/10/2017 8:35 | Finished |
| 8808127/1 | Travel and Overhead (Fixed) | Roof | Plumbing | | | 9/10/2017 15:51 | 10/10/2017 8:35 | Finished |
| 8809953/1 | Travel and Overhead (Fixed) | Internal | Electrical | wrong sor | | 11/10/2017 13:40 | 11/10/2017 15:43 | Finished |
| 8809953/1 | Repair water leak (exposed) | Internal | Plumbing | Repair leak in ceiling | repaired leak | 11/10/2017 13:40 | 11/10/2017 15:43 | Finished |
| 8809953/1 | Travel and Overhead (Fixed) | Internal | Plumbing | | | 11/10/2017 13:40 | 11/10/2017 15:43 | Finished |
| 8809953/1 | Variable Travel Fee | Internal | Plumbing | | pdvf01 | 11/10/2017 13:40 | 11/10/2017 15:43 | Finished |
| 8809953/1 | Custom travel for WA. | Bathroom | Fees | | | 11/10/2017 13:40 | 11/10/2017 15:43 | Finished |
| 8810173/1 | Travel and Overhead (Fixed) | Internal | Electrical | travel | | 11/10/2017 15:35 | 11/10/2017 16:00 | Finished |
| 8814686/1 | Gain entry | Entry | Carpentry | | | 17/10/2017 16:37 | 20/10/2017 11:15 | Finished |
| 8814686/1 | Replace or SAI deadlock with snib on inside | Entry | Carpentry | | | 17/10/2017 16:37 | 20/10/2017 11:15 | Finished |
| 8814686/1 | Replace or SAI deadlock with snib on inside | Entry | Carpentry | | | 17/10/2017 16:37 | 20/10/2017 11:15 | Finished |
| 8814686/1 | Variable Travel Fee | Entry | Carpentry | travel to community | TRAVEL | 17/10/2017 16:37 | 20/10/2017 11:15 | Finished |
| 8848490/1 | Tomb-up, fix, resecure and flush ceiling | Bedroom | Carpentry | | | 30/11/2017 15:36 | 17/01/2018 12:00 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|--|---------------------|------------|-----------------------|--|------------------------|---------------------------|-------------------|
| 8848490/1 | Replace or SAI ceiling cornice | Roof | Carpentry | | Hi, Trades attended address to complete works, upon inspection of current ceiling damage there are varies required in order to complete works properly. Trades stated: A section of the ceiling has collapsed due to severe water damage. In | 30/11/2017 15:36 | 17/01/2018 12:00 | Finished |
| 8848490/1 | Replace or SAI sealed unpainted plaster ceiling sheeting up to 4 m2 (cornice not included) | Roof | Carpentry | | Hi, Trades attended address to complete works, upon inspection of current ceiling damage there are varies required in order to complete works properly. Trades stated: A section of the ceiling has collapsed due to severe water damage. In | 30/11/2017 15:36 | 17/01/2018 12:00 | Finished |
| 8848490/1 | Locate and repair roof leak to roof | Roof | Carpentry | | Hi, Trades attended address to complete works, upon inspection of current ceiling damage there are varies required in order to complete works properly. Trades stated: A section of the ceiling has collapsed due to severe water damage. In | 30/11/2017 15:36 | 17/01/2018 12:00 | Finished |
| 8848540/1 | Locate fault in circuit, then rectify using the appropriate SOR | Kitchen | Electrical | | | 30/11/2017 16:06 | 1/12/2017 9:13 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|---|---------------------|------------|---------------------------|--|------------------------|---------------------------|-------------------|
| 8848540/1 | Replace double power point with extra switch | Kitchen | Electrical | | exposed wires | 30/11/2017 16:06 | 1/12/2017 9:13 | Finished |
| 8848540/1 | Travel and Overhead (Fixed) | Kitchen | Electrical | | | 30/11/2017 16:06 | 1/12/2017 9:13 | Finished |
| 8917770/1 | Certify Compliance of ESDs | Internal | Electrical | | | 8/03/2018 12:10 | 12/03/2018 12:33 | Finished |
| 8917770/1 | Locate fault in circuit, then rectify using the appropriate SOR | Internal | Electrical | | | 8/03/2018 12:10 | 12/03/2018 12:33 | Finished |
| 8917770/1 | Replace prismatic bulkhead | Verandah | Electrical | Variation | needing to replace broken and repairable | 8/03/2018 12:10 | 12/03/2018 12:33 | Finished |
| 8917770/1 | Replace smoke alarm Passage | Passage | Electrical | Variation | ELSM04 and ELSM05 - SMOKE ALARMS IN PASSAGE NEED TO BE REPLACED. | 8/03/2018 12:10 | 12/03/2018 12:33 | Finished |
| 8917770/1 | Replace smoke alarm Passage 2 | Internal | Electrical | Variation | ELSM04 and ELSM05 - SMOKE ALARMS IN PASSAGE NEED TO BE REPLACED. | 8/03/2018 12:10 | 12/03/2018 12:33 | Finished |
| 8917770/1 | Travel and Overhead (Fixed) | Internal | Electrical | | | 8/03/2018 12:10 | 12/03/2018 12:33 | Finished |
| 8925481/1 | Repair water leak (exposed) | Bathroom | Plumbing | Repair leak in roof space | | 16/03/2018 13:16 | 18/03/2018 12:48 | Finished |
| 8925481/1 | Travel and Overhead (Fixed) | Bathroom | Plumbing | | | 16/03/2018 13:16 | 18/03/2018 12:48 | Finished |
| 8925481/1 | Variable Travel Fee | Internal | Plumbing | | Variable Travel Fee | 16/03/2018 13:16 | 18/03/2018 12:48 | Finished |
| 8925481/1 | Custom travel for WA. | Bathroom | Fees | | | 16/03/2018 13:16 | 18/03/2018 12:48 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|--|---------------------|------------|-----------------------|--|------------------------|---------------------------|-------------------|
| 8984610/1 | Replace or SAI ceiling cornice | Bathroom | Carpentry | | Bathroom 1 - Patch hole to ceiling caused by water damage. No tenant liability. | 5/06/2018 13:41 | 2/07/2018 16:00 | Finished |
| 8984610/1 | Replace or SAI sealed unpainted plaster ceiling sheeting up to 4 m2 (cornice not included) | Bathroom | Carpentry | | Bathroom 1 - Patch hole to ceiling caused by water damage. No tenant liability. | 5/06/2018 13:41 | 2/07/2018 16:00 | Finished |
| 8984610/1 | Variable Travel Fee | Bathroom | Carpentry | Travel | travel | 5/06/2018 13:41 | 2/07/2018 16:00 | Finished |
| 9176150/1 | Travel and Overhead (Fixed) | Internal | Electrical | No access | | 18/02/2019 13:40 | 19/02/2019 15:19 | Finished |
| 9219567/1 | Replace concealed set | Bathroom | Plumbing | | conceal breach piece has pinhole leak in copper which is in poor condition. Replacement of concealed set required in order to repair leak. | 16/04/2019 9:49 | 16/04/2019 15:46 | Finished |
| 9219567/1 | Travel and Overhead (Fixed) | Bathroom | Plumbing | | | 16/04/2019 9:49 | 16/04/2019 15:46 | Finished |
| 9219567/1 | SAI new handle, flange and spindle complete | Bathroom | Plumbing | | shower spindles corroded and seized, requiring replacement | 16/04/2019 9:49 | 16/04/2019 15:46 | Finished |
| 9219567/1 | Custom travel for WA. | Bathroom | Fees | | | 16/04/2019 9:49 | 16/04/2019 15:46 | Finished |
| 9219567/2 | Invalid Direction to Reperform or Correct - Agreed Outcome | Bathroom | Fees | Invalid defect | | 2/05/2019 11:30 | 7/05/2019 7:30 | Finished |
| 9219567/2 | Travel and Overhead (Fixed) | Bathroom | Plumbing | Invalid defect | | 2/05/2019 11:30 | 7/05/2019 7:30 | Finished |
| 9230797/1 | Certify Compliance of ESDs | Internal | Electrical | | | 3/05/2019 10:21 | 17/05/2019 13:29 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|---|---------------------|------------|--|--|------------------------|---------------------------|-------------------|
| 9230797/1 | Locate fault in circuit, then rectify using the appropriate SOR | Switchboard | Electrical | | | 3/05/2019 10:21 | 17/05/2019 13:29 | Finished |
| 9230797/1 | Travel and Overhead (Fixed) | Internal | Electrical | | | 3/05/2019 10:21 | 17/05/2019 13:29 | Finished |
| 9219567/3 | Repair water leak (exposed) | Shower | Plumbing | Repair leak in wall | | 6/05/2019 8:11 | 7/05/2019 7:29 | Finished |
| 9219567/4 | Replace or SAI 6 mm Villaboard sheet (sealed - unpainted) (minimum 1 m2) | Shower | Carpentry | | Patch wall were concealed set to shower was replaced. | 9/09/2019 12:58 | 18/09/2019 7:35 | Finished |
| 9219567/4 | Replace or SAI 200 mm x 200 mm or 200 mm x 400 mm glazed wall tiles to wet area | Shower | Carpentry | | Patch wall were concealed set to shower was replaced. | 9/09/2019 12:58 | 18/09/2019 7:35 | Finished |
| 9359357/1 | Certify Compliance of ESDs | Internal | Electrical | | | 30/10/2019 11:09 | 1/11/2019 9:10 | Finished |
| 9359357/1 | Locate fault in circuit, then rectify using the appropriate SOR | Verandah | Electrical | Light fittings have been removed, wires are exposed. | | 30/10/2019 11:09 | 1/11/2019 9:10 | Finished |
| 9359357/1 | Replace fluorescent light fitting complete with diffuser - any type | Verandah | Electrical | | Fluorescent light fell down and isnt working | 30/10/2019 11:09 | 1/11/2019 9:10 | Finished |
| 9359357/1 | Replace fluorescent light fitting complete with diffuser - any type | Verandah | Electrical | | Fluorescent light fell down, was taped up and requires replacing | 30/10/2019 11:09 | 1/11/2019 9:10 | Finished |
| 9359357/1 | Travel and Overhead (Fixed) | Internal | Electrical | | | 30/10/2019 11:09 | 1/11/2019 9:10 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|--|---------------------|------------|-----------------------|---|------------------------|---------------------------|-------------------|
| 9359357/2 | Replace or SAI double cylinder safety door lock with snib or lock, handle and barrel to hinged/sliding security door | Entry | Carpentry | | | 30/10/2019 11:14 | 2/11/2019 10:20 | Finished |
| 9359357/2 | Replace dual flush mid-level cistern and flexi lead | Toilet | Plumbing | | to replace cistern as existing is missing lid and has damaged toilet seat | 30/10/2019 11:14 | 2/11/2019 10:20 | Finished |
| 9359357/2 | Travel and Overhead (Fixed) | Toilet | Plumbing | | | 30/10/2019 11:14 | 2/11/2019 10:20 | Finished |
| 9359357/2 | Custom travel for WA. | Bathroom | Fees | | | 30/10/2019 11:14 | 2/11/2019 10:20 | Finished |
| 9359809/1 | SAI new sink set | Kitchen | Plumbing | | to replace leaking hob set to kitchen sink | 30/10/2019 14:59 | 31/10/2019 15:10 | Finished |
| 9359809/1 | Travel and Overhead (Fixed) | Kitchen | Plumbing | | | 30/10/2019 14:59 | 31/10/2019 15:10 | Finished |
| 9359809/1 | SAI new handle, flange and spindle complete | Shower | Plumbing | | to install replacement top assemblies to bath as existing taps are missing handles and seized. | 30/10/2019 14:59 | 31/10/2019 15:10 | Finished |
| 9359809/1 | Variable Travel Fee | Internal | Plumbing | | Variable Travel Fee | 30/10/2019 14:59 | 31/10/2019 15:10 | Finished |
| 9359809/1 | Custom travel for WA. | Bathroom | Fees | | | 30/10/2019 14:59 | 31/10/2019 15:10 | Finished |
| 9368375/1 | Replace ceiling fan regulator control knob, or light dimmer control knob | Dining | Electrical | | Dining right rear: "Replace 2x fan knob in dining, wear and tear, no tenant liability, no access issue, contact number 0458739686 | 12/11/2019 8:47 | 27/11/2019 7:59 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|---|---------------------|------------|--|--|------------------------|---------------------------|-------------------|
| 9368375/1 | Replace ceiling exhaust fan in ceiling | Kitchen | Electrical | | Kitchen, centre rear: Kitchen ceiling exhaust fan missing cover, replace with like, no tenant liability. | 12/11/2019 8:47 | 27/11/2019 7:59 | Finished |
| 9368375/1 | Travel and Overhead (Fixed) | Kitchen | Electrical | | | 12/11/2019 8:47 | 27/11/2019 7:59 | Finished |
| 9376944/1 | Replace or SAI restrainer chain or cord to barrier or security door | Entry | Carpentry | | SAI restrainer chain to security screen door, fair wear and tear, no TL | 21/11/2019 16:36 | 28/11/2019 8:22 | Finished |
| 9376944/1 | Replace or SAI pneumatic door closer to barrier or security door | Entry | Carpentry | | SAI pneumatic door closer to entry security screen door, fair wear and tear, no TL | 21/11/2019 16:36 | 28/11/2019 8:22 | Finished |
| 9376944/1 | Travel and Overhead (Fixed) | Bedroom | Carpentry | | | 21/11/2019 16:36 | 28/11/2019 8:22 | Finished |
| 9380910/1 | Certify Compliance of ESDs | Internal | Electrical | | | 27/11/2019 12:53 | 28/11/2019 11:00 | Finished |
| 9380910/1 | Locate fault in circuit, then rectify using the appropriate SOR | Entry | Electrical | Power point is hanging from wall with exposed wires. | | 27/11/2019 12:53 | 28/11/2019 11:00 | Finished |
| 9380910/1 | Replace double power point | Lounge | Electrical | | Power point is hanging from wall with exposed wires. | 27/11/2019 12:53 | 28/11/2019 11:00 | Finished |
| 9380910/1 | Travel and Overhead (Fixed) | Internal | Electrical | | | 27/11/2019 12:53 | 28/11/2019 11:00 | Finished |
| 9380910/2 | Clear blockage to waste between fixture and discharge to main drain | Kitchen | Plumbing | kitchen drain blocked Fat | kitchen drain blocked | 27/11/2019 12:53 | 28/11/2019 12:27 | Finished |
| 9380910/2 | Travel and Overhead (Fixed) | Kitchen | Plumbing | | | 27/11/2019 12:53 | 28/11/2019 12:27 | Finished |
| 9380910/2 | Custom travel for WA. | Bathroom | Fees | | | 27/11/2019 12:53 | 28/11/2019 12:27 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|---|---------------------|------------|-----------------------------|---|------------------------|---------------------------|-------------------|
| 9436777/1 | Certify Compliance of ESDs | Internal | Electrical | | | 17/02/2020 12:03 | 18/02/2020 15:27 | Finished |
| 9436777/1 | Locate fault in circuit, then rectify using the appropriate SOR | Verandah | Electrical | Faulty tube rear verandah | | 17/02/2020 12:03 | 18/02/2020 15:27 | Finished |
| 9436777/1 | Travel and Overhead (Fixed) | Internal | Electrical | | | 17/02/2020 12:03 | 18/02/2020 15:27 | Finished |
| 9436777/2 | Replace all directional shower rose and arm | Shower | Plumbing | | | 17/02/2020 12:08 | 19/02/2020 7:31 | Finished |
| 9436777/2 | Travel and Overhead (Fixed) | Shower | Plumbing | | | 17/02/2020 12:08 | 19/02/2020 7:31 | Finished |
| 9452193/1 | Repair water leak (exposed) | Internal | Plumbing | Water leak | WATER LEAK FROM CEILING IN BATHROOM AND 'Water damage to shower wall, please identify cause of leak ' | 6/03/2020 15:05 | 9/03/2020 8:49 | Finished |
| 9452193/1 | Travel and Overhead (Fixed) | Internal | Plumbing | | | 6/03/2020 15:05 | 9/03/2020 8:49 | Finished |
| 9452193/2 | Clear blockage to waste between fixture and discharge to main drain | Bathroom | Plumbing | Blockage due to heavy paper | | 6/03/2020 15:10 | 9/03/2020 8:54 | Finished |
| 9452193/2 | Replace plug and waste fitting | Bathroom | Plumbing | | Damaged waste grate | 6/03/2020 15:10 | 9/03/2020 8:54 | Finished |
| 9452193/2 | Re-washer taps | Bathroom | Plumbing | | NO COLD WATER COMING OUT OF BATHROOM BASIN - JAMMED WASHER | 6/03/2020 15:10 | 9/03/2020 8:54 | Finished |
| 9452193/2 | Re-washer taps | Bathroom | Plumbing | | NO COLD WATER COMING OUT OF SHOWER RECESS TAPS - JAMMED WASHER | 6/03/2020 15:10 | 9/03/2020 8:54 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|--|---------------------|------------|--|--|------------------------|---------------------------|-------------------|
| 9452193/2 | Travel and Overhead (Fixed) | Internal | Plumbing | | | 6/03/2020 15:10 | 9/03/2020 8:54 | Finished |
| 9452193/2 | Custom travel for WA. | Bathroom | Fees | | | 6/03/2020 15:10 | 9/03/2020 8:54 | Finished |
| 9513472/1 | Non-Scheduled Labour - where there is no SOR to undertake the task. DOH Approval with a detailed description | External | Plumbing | Labour for installation of water supply to feed kitchen sink | cap failed line in ceiling Where polybutylene line terminated prior to dropping down through wall cavity - Labour to remove wall sheets and roof sheets and take additional labour personnel to facilitate the installation of this extra line | 4/06/2020 11:10 | 5/06/2020 14:08 | Finished |
| 9513472/1 | Travel and Overhead (Fixed) | Internal | Plumbing | | | 4/06/2020 11:10 | 5/06/2020 14:08 | Finished |
| 9513472/1 | Variable Travel Fee | Internal | Plumbing | | Variable Travel Fee | 4/06/2020 11:10 | 5/06/2020 14:08 | Finished |
| 9513472/1 | Replace up to 22 mm copper water service | External | Plumbing | | to cap failed line in ceiling Where polybutylene line terminated prior to dropping down through wall cavity - Water service for the installation of water supply line to feed kitchen sink | 4/06/2020 11:10 | 5/06/2020 14:08 | Finished |
| 9513472/1 | Custom travel for WA. | Bathroom | Fees | | | 4/06/2020 11:10 | 5/06/2020 14:08 | Finished |
| 9535491/1 | Non access outside timeframe (Fixed) | Internal | Electrical | No access outside of time frame. \$0 travel | | 1/07/2020 13:53 | 2/07/2020 15:01 | Finished |
| 9535491/2 | Replace or SAI solid core door | Entry | Carpentry | | | 1/07/2020 13:53 | 7/07/2020 10:12 | Finished |
| 9535491/2 | Travel and Overhead (Fixed) | Entry | Carpentry | | | 1/07/2020 13:53 | 7/07/2020 10:12 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|--|---------------------|------------|---|--|------------------------|---------------------------|-------------------|
| 9535491/2 | Certify Compliance of ESDs | Internal | Electrical | | Certify Compliance of ESDs | 1/07/2020 13:53 | 7/07/2020 10:12 | Finished |
| 9535491/2 | Replace fluorescent tube and one starter - straight batten type up to 36 W | Laundry | Electrical | | | 1/07/2020 13:53 | 7/07/2020 10:12 | Finished |
| 9535491/2 | Replace double power point | Kitchen | Electrical | | Replace double power point | 1/07/2020 13:53 | 7/07/2020 10:12 | Finished |
| 9535491/2 | Travel and Overhead (Fixed) | Laundry | Electrical | | | 1/07/2020 13:53 | 7/07/2020 10:12 | Finished |
| 9551398/1 | Repair water leak (exposed) | Roof | Plumbing | Minimal leak which is capped off but has never been repaired properly , please vary to remove this SOR and raise an DOR for an Inspect Report instead.and recommendations for further work. | Solar hot water leaking on roof | 22/07/2020 15:02 | 23/07/2020 13:23 | Finished |
| 9551398/1 | Travel and Overhead (Fixed) | Roof | Plumbing | | | 22/07/2020 15:02 | 23/07/2020 13:23 | Finished |
| 9551398/2 | Replace 15 mm or 20 mm ball valve | Roof | Plumbing | | | 24/07/2020 13:09 | 30/07/2020 11:18 | Finished |
| 9551398/2 | Non-Scheduled Labour - where there is no SOR to undertake the task. DOH Approval with a detailed description | Roof | Plumbing | Rerun copper pipe and replace sheets of iron | time to remove iron sheets and rerun copper pipe | 24/07/2020 13:09 | 30/07/2020 11:18 | Finished |
| 9551398/2 | Variable Travel Fee | Internal | Plumbing | | Variable Travel Fee | 24/07/2020 13:09 | 30/07/2020 11:18 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|---|---------------------|------------|--|--|------------------------|---------------------------|-------------------|
| 9551398/2 | Replace up to 22 mm copper water service | Roof | Plumbing | | ref 9551398/1 | 24/07/2020 13:09 | 30/07/2020 11:18 | Finished |
| 9551398/2 | Custom travel for WA. | Bathroom | Fees | | | 24/07/2020 13:09 | 30/07/2020 11:18 | Finished |
| 8917770/2 | Travel and Overhead (Fixed) | Passage | Electrical | IDRC approved | | 31/07/2020 11:13 | 20/08/2020 9:25 | Finished |
| 8917770/3 | Replace smoke alarm Passage 2 | Bedroom | Electrical | | replace smoke alarm | 20/08/2020 9:47 | 26/08/2020 12:47 | Finished |
| 8917770/3 | Travel and Overhead (Fixed) | Bedroom | Electrical | | Travel | 20/08/2020 9:47 | 26/08/2020 12:47 | Finished |
| 9608451/1 | Hydro-jet blockage to sewer/septic line and camera inspection (only DOH technical advisor can approve use of this item) | Toilet | Plumbing | Section of drain back falling | Variation approved PDBL04 replaces the PDBL03 | 12/10/2020 11:42 | 14/10/2020 16:10 | Finished |
| 9608451/1 | Travel and Overhead (Fixed) | Toilet | Plumbing | | | 12/10/2020 11:42 | 14/10/2020 16:10 | Finished |
| 9694228/1 | Repair roof leak to metal roof | Roof | Plumbing | | | 24/02/2021 8:31 | 25/02/2021 7:31 | Finished |
| 9694228/1 | Travel and Overhead (Fixed) | Roof | Plumbing | | | 24/02/2021 8:31 | 25/02/2021 7:31 | Finished |
| 9694228/1 | Variable Travel Fee | Internal | Plumbing | | Variable Travel Fee | 24/02/2021 8:31 | 25/02/2021 7:31 | Finished |
| 9694228/1 | Custom travel for WA. | Bathroom | Fees | | | 24/02/2021 8:31 | 25/02/2021 7:31 | Finished |
| 9750209/1 | Rectify fault to electric HWU | Roof | Electrical | | | 20/05/2021 10:01 | 15/06/2021 14:05 | Finished |
| 9750209/1 | Inspect and report | Internal | Electrical | ELIR01 X 1 ADDED AS PER APPROVAL OF AWO/APPLIANCE - ADVISED TYRONE | ELIR01 X 1 ADDED AS PER APPROVAL OF AWO/APPLIANCE - ADVISED TYRONE | 20/05/2021 10:01 | 15/06/2021 14:05 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|---|---------------------|--------------|-----------------------|---|------------------------|---------------------------|-------------------|
| 9750209/1 | Travel and Overhead (Fixed) | Roof | Electrical | | | 20/05/2021 10:01 | 15/06/2021 14:05 | Finished |
| 9750209/2 | Disconnect electric HWU | External | Electrical | | | 26/05/2021 15:01 | 1/06/2021 16:06 | Finished |
| 9750209/2 | Reconnect new electric HWU | External | Electrical | Reconnected | | 26/05/2021 15:01 | 1/06/2021 16:06 | Finished |
| 9750209/2 | Travel and Overhead (Fixed) | Internal | Electrical | | | 26/05/2021 15:01 | 1/06/2021 16:06 | Finished |
| 9750209/2 | Replace or SAI heat pump 270 l HWU | External | Plumbing | | Electrician found existing unit has a gas leak from the compressor which results in the compressor not engaging. Quantum Heat Pump to be replaced | 26/05/2021 15:01 | 1/06/2021 16:06 | Finished |
| 9750209/2 | Variable Travel Fee | Internal | Plumbing | | pdvf01 x 1 - plumbing trade - 01/06/2021 12:02 PM | 26/05/2021 15:01 | 1/06/2021 16:06 | Finished |
| 9750209/2 | Custom travel for WA. | External | Fees | | | 26/05/2021 15:01 | 1/06/2021 16:06 | Finished |
| 9763153/1 | Treat cockroach infestation to whole property (internal and external) | Internal | Pest Control | | | 8/06/2021 13:59 | 21/06/2021 10:16 | Finished |
| 9763153/1 | Inspect and report | Internal | Pest Control | | WKA1 PC MAY 2021 ISSUED UNDER THE EMERGENCY MANAGEMENT ACT 2005 (WA) DIRECTION NO. 3 | 8/06/2021 13:59 | 21/06/2021 10:16 | Finished |
| 9763153/1 | Travel and Overhead (Fixed) | Internal | Pest Control | | | 8/06/2021 13:59 | 21/06/2021 10:16 | Finished |
| 9771607/1 | Travel and Overhead (Fixed) | External Wall | Plumbing | | | 21/06/2021 11:52 | 22/06/2021 10:13 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|--|---------------------|------------|---|---|------------------------|---------------------------|-------------------|
| 9771607/1 | Variable Travel Fee | Internal | Plumbing | PDVF01 X 1 - TRAVEL FOR PD TRADE ATTENDANCE 22/06/2021 10:13 AM | PDVF01 X 1 - TRAVEL FOR PD TRADE ATTENDANCE 22/06/2021 10:13 AM | 21/06/2021 11:52 | 22/06/2021 10:13 | Finished |
| 9771607/1 | Replace up to 22 mm copper water service | External | Plumbing | | Additional water service required to re-route pipework within the wall and repair damage to pipework. | 21/06/2021 11:52 | 22/06/2021 10:13 | Finished |
| 9771607/1 | Custom travel for WA. | External | Fees | | | 21/06/2021 11:52 | 22/06/2021 10:13 | Finished |
| 9813704/1 | Non-Scheduled Labour - where there is no SOR to undertake the task. DOH Approval with a detailed description | External | Plumbing | Leak on KRSP side of boundary. Issuing PD trade 2 units of labour for inspection. | Leak on KRSP side of boundary. Issuing PD trade 2 units of labour for inspection. | 16/08/2021 11:52 | 18/08/2021 13:18 | Finished |
| 9813704/1 | Travel and Overhead (Fixed) | External | Plumbing | | | 16/08/2021 11:52 | 18/08/2021 13:18 | Finished |
| 9813704/1 | Variable Travel Fee | Internal | Plumbing | | TRAVEL | 16/08/2021 11:52 | 18/08/2021 13:18 | Finished |
| 9813704/1 | Custom travel for WA. | External | Fees | | | 16/08/2021 11:52 | 18/08/2021 13:18 | Finished |
| 9949261/1 | Certify Compliance of ESDs | Internal | Electrical | | | 16/03/2022 16:00 | 17/03/2022 17:12 | Finished |
| 9949261/1 | Locate fault in circuit, then rectify using the appropriate SOR | Bathroom | Electrical | Trade done a temporary patch above bedroom power point please see attached photos in other business | Please disconnect exposed wires in bedroom 1. | 16/03/2022 16:00 | 17/03/2022 17:12 | Finished |
| 9949261/1 | Travel and Overhead (Fixed) | Internal | Electrical | | Travel and Overhead (Fixed) | 16/03/2022 16:00 | 17/03/2022 17:12 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|---|---------------------|------------|-----------------------|---|------------------------|---------------------------|-------------------|
| 10027618/1 | Replace 15 mm or 20 mm ball valve | External | Plumbing | | PDIV01 x 1 20mm ball valve needs to be replaced to repair the leak (existing ball valve corroded). | 12/07/2022 10:09 | 15/07/2022 9:18 | Finished |
| 10027618/1 | Repair water leak (exposed) | External Wall | Plumbing | Repaired | | 12/07/2022 10:09 | 15/07/2022 9:18 | Finished |
| 10027618/1 | Travel and Overhead (Fixed) | External Wall | Plumbing | | | 12/07/2022 10:09 | 15/07/2022 9:18 | Finished |
| 10027618/1 | Replace up to 22 mm copper water service | External | Plumbing | | PDWS01 x 3 Water service alterations to corroded copper thats leaking | 12/07/2022 10:09 | 15/07/2022 9:18 | Finished |
| 10027618/1 | Custom travel for WA. | External | Fees | | | 12/07/2022 10:09 | 15/07/2022 9:18 | Finished |
| 10027618/2 | Clear blockage to waste between fixture and discharge to main drain | Kitchen | Plumbing | Cleared blockage | | 12/07/2022 10:09 | 14/07/2022 13:44 | Finished |
| 10027618/2 | Travel and Overhead (Fixed) | Internal | Plumbing | | PDTO01 | 12/07/2022 10:09 | 14/07/2022 13:44 | Finished |
| 10027618/2 | Variable Travel Fee | Internal | Plumbing | | PDVF01 | 12/07/2022 10:09 | 14/07/2022 13:44 | Finished |
| 10027618/2 | Custom travel for WA. | Kitchen | Fees | | | 12/07/2022 10:09 | 14/07/2022 13:44 | Finished |
| 10027618/3 | SAI new sink set | Kitchen | Plumbing | | | 15/07/2022 10:32 | 18/07/2022 12:51 | Finished |
| 10027618/3 | Variable Travel Fee | Internal | Plumbing | | PDVF01 | 15/07/2022 10:32 | 18/07/2022 12:51 | Finished |
| 10027618/3 | Custom travel for WA. | Kitchen | Fees | | | 15/07/2022 10:32 | 18/07/2022 12:51 | Finished |
| 10074488/1 | Replace hose tap and secure to wall | External Wall | Plumbing | | | 13/09/2022 16:05 | 5/10/2022 9:16 | Finished |
| 10074488/1 | Travel and Overhead (Fixed) | External Wall | Plumbing | | | 13/09/2022 16:05 | 5/10/2022 9:16 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|--|---------------------|--------------|-----------------------|---|------------------------|---------------------------|-------------------|
| 10074488/1 | Replace up to 22 mm copper water service | External | Plumbing | | Alteration of water service where it is necessary to relocate the hose tap from where it has been subjected to damage | 13/09/2022 16:05 | 5/10/2022 9:16 | Finished |
| 10102359/1 | Certify Compliance of ESDs | Internal | Electrical | | | 24/10/2022 10:28 | 21/11/2022 10:26 | Finished |
| 10102359/1 | Replace ceiling fan regulator | Internal | Electrical | | 1 in lounge and 1 in passage | 24/10/2022 10:28 | 21/11/2022 10:26 | Finished |
| 10102359/1 | Replace ceiling exhaust fan in ceiling | Toilet | Electrical | | | 24/10/2022 10:28 | 21/11/2022 10:26 | Finished |
| 10102359/1 | Replace or SAI mounting block | Lounge | Electrical | | | 24/10/2022 10:28 | 21/11/2022 10:26 | Finished |
| 10102359/1 | Travel and Overhead (Fixed) | Internal | Electrical | | combine variable travel with w/o 10102348/1 | 24/10/2022 10:28 | 21/11/2022 10:26 | Finished |
| 10116421/1 | Treat cockroach infestation to whole property (internal and external) | Internal | Pest Control | | | 14/11/2022 9:10 | 1/12/2022 11:10 | Finished |
| 10116421/1 | Inspect and report | Internal | Pest Control | | | 14/11/2022 9:10 | 1/12/2022 11:10 | Finished |
| 10116421/1 | Travel and Overhead (Fixed) | Internal | Pest Control | | | 14/11/2022 9:10 | 1/12/2022 11:10 | Finished |
| 10183303/1 | Locate fault to Electric cooking appliance - rectify using appropriate SOR | Kitchen | Electrical | | | 24/02/2023 15:39 | 3/04/2023 9:21 | Finished |
| 10183303/1 | Certify Compliance of ESDs | Internal | Electrical | | | 24/02/2023 15:39 | 3/04/2023 9:21 | Finished |
| 10183303/1 | Replace 1200 mm ceiling sweep fan | Dining | Electrical | | | 24/02/2023 15:39 | 3/04/2023 9:21 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|--|---------------------|------------|-----------------------|------------------------|------------------------|---------------------------|-------------------|
| | complete with regulator | | | | | | | |
| 10183303/1 | Travel and Overhead (Fixed) | Internal | Electrical | | | 24/02/2023 15:39 | 3/04/2023 9:21 | Finished |
| 10183303/1 | Variable Travel Fee | Internal | Electrical | | ELVF01 | 24/02/2023 15:39 | 3/04/2023 9:21 | Finished |
| 10183303/1 | Custom travel for WA. | Dining | Fees | | | 24/02/2023 15:39 | 3/04/2023 9:21 | Finished |
| 10238695/1 | Replace or SAI air conditioner panel to fit frame | Bedroom | Carpentry | | Bedroom 1 | 15/05/2023 13:17 | 20/06/2023 14:46 | Finished |
| 10238695/1 | Replace or SAI plastic coated hanging wire to clothes line (minimum length 5 m) | External | Carpentry | | | 15/05/2023 13:17 | 20/06/2023 14:46 | Finished |
| 10238695/1 | Replace or SAI flush panel door | Kitchen | Carpentry | | Pantry door | 15/05/2023 13:17 | 20/06/2023 14:46 | Finished |
| 10238695/1 | Replace or SAI 6 mm Villaboard sheet (sealed - unpainted) (minimum 1 m2) | Bathroom | Carpentry | | RHS of vanity | 15/05/2023 13:17 | 20/06/2023 14:46 | Finished |
| 10238695/1 | Patch hole in plasterboard or fibre cement sheeting - in excess of 25mm x 25mm up to 50mm x 50mm | Lounge | Carpentry | | | 15/05/2023 13:17 | 20/06/2023 14:46 | Finished |
| 10238695/1 | Replace or SAI ceiling cornice | Bathroom | Carpentry | | | 15/05/2023 13:17 | 20/06/2023 14:46 | Finished |
| 10238695/1 | Replace or SAI sealed unpainted plaster ceiling sheeting up to 4 | Laundry | Carpentry | | | 15/05/2023 13:17 | 20/06/2023 14:46 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|--|---------------------|------------|--------------------------|------------------------|------------------------|---------------------------|-------------------|
| | m2 (cornice not included) | | | | | | | |
| 10238695/1 | Replace or SAI toilet paper holder | Toilet | Carpentry | | | 15/05/2023 13:17 | 20/06/2023 14:46 | Finished |
| 10238695/1 | Replace or SAI restrainer chain or cord to barrier or security door | Entry | Carpentry | | | 15/05/2023 13:17 | 20/06/2023 14:46 | Finished |
| 10238695/1 | Replace or SAI pneumatic door closer to barrier or security door | Dining | Carpentry | | | 15/05/2023 13:17 | 20/06/2023 14:46 | Finished |
| 10238695/1 | Replace or SAI pneumatic door closer to barrier or security door | Entry | Carpentry | | | 15/05/2023 13:17 | 20/06/2023 14:46 | Finished |
| 10238695/1 | Replace or SAI pneumatic door closer to barrier or security door | Passage | Carpentry | | | 15/05/2023 13:17 | 20/06/2023 14:46 | Finished |
| 10238695/1 | Adjust and rehang barrier or security door to open, close and lock correctly | Entry | Carpentry | | | 15/05/2023 13:17 | 20/06/2023 14:46 | Finished |
| 10238695/1 | Travel and Overhead (Fixed) | Entry | Carpentry | | | 15/05/2023 13:17 | 20/06/2023 14:46 | Finished |
| 10296858/1 | Certify Compliance of ESDs | Internal | Electrical | | | 31/07/2023 9:49 | 1/08/2023 9:40 | Finished |
| 10296858/1 | Locate fault in circuit, then rectify using the appropriate SOR | Bedroom | Electrical | Faulty fluorescent light | Bedroom 2 | 31/07/2023 9:49 | 1/08/2023 9:40 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|--|---------------------|------------|-----------------------|---|------------------------|---------------------------|-------------------|
| 10296858/1 | Replace fluorescent light fitting complete with diffuser - any type | Bedroom | Electrical | | Fluorescent led light in bedroom has faulty ballast and requires replacement | 31/07/2023 9:49 | 1/08/2023 9:40 | Finished |
| 10296858/1 | Travel and Overhead (Fixed) | Internal | Electrical | | | 31/07/2023 9:49 | 1/08/2023 9:40 | Finished |
| 10296858/1 | Variable Travel Fee | Internal | Electrical | | ELVF01 | 31/07/2023 9:49 | 1/08/2023 9:40 | Finished |
| 10296858/1 | Custom travel for WA. | Internal | Fees | | | 31/07/2023 9:49 | 1/08/2023 9:40 | Finished |
| 10296858/2 | Adjust and secure door hinge, set, furniture, lock and striker plate (each door and all types) | Laundry | Carpentry | | | 31/07/2023 9:54 | 3/08/2023 9:45 | Finished |
| 10296858/2 | Travel and Overhead (Fixed) | Laundry | Carpentry | | | 31/07/2023 9:54 | 3/08/2023 9:45 | Finished |
| 10296858/2 | Repair roof leak to metal roof | Roof | Plumbing | | | 31/07/2023 9:54 | 3/08/2023 9:45 | Finished |
| 10296858/2 | Travel and Overhead (Fixed) | Roof | Plumbing | | | 31/07/2023 9:54 | 3/08/2023 9:45 | Finished |
| 10296858/2 | Variable Travel Fee | Internal | Plumbing | | PDVF01 | 31/07/2023 9:54 | 3/08/2023 9:45 | Finished |
| 10296858/2 | Custom travel for WA. | Roof | Fees | | | 31/07/2023 9:54 | 3/08/2023 9:45 | Finished |
| 10364624/1 | Replace or SAI passage set to door | Bedroom | Carpentry | | | 30/10/2023 15:41 | 16/11/2023 13:01 | Finished |
| 10364624/1 | Replace or SAI flush panel door | Bedroom | Carpentry | | Bedroom 1 | 30/10/2023 15:41 | 16/11/2023 13:01 | Finished |
| 10364624/1 | Travel and Overhead (Fixed) | Bedroom | Carpentry | | | 30/10/2023 15:41 | 16/11/2023 13:01 | Finished |
| 10386220/1 | Replace or SAI sealed unpainted plaster ceiling sheeting over 4 | Bedroom | Carpentry | | bedroom 3 ceiling drooping rhs, mould present from previous water leak, replace ceiling and cornice | 29/11/2023 8:40 | 17/01/2024 11:29 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|---|---------------------|------------|-----------------------|--|------------------------|---------------------------|-------------------|
| | m2 (cornice included) | | | | | | | |
| 10386220/1 | Travel and Overhead (Fixed) | Internal | Carpentry | | | 29/11/2023 8:40 | 17/01/2024 11:29 | Finished |
| 10386220/1 | Certify Compliance of ESDs | Internal | Electrical | | | 29/11/2023 8:40 | 17/01/2024 11:29 | Finished |
| 10386220/1 | Disconnect fittings | Bedroom | Electrical | Disconnected 20/12 | Bed 3, electrician to disconnect fitting for replacement of ceiling | 29/11/2023 8:40 | 17/01/2024 11:29 | Finished |
| 10386220/1 | Reconnect fittings | Bedroom | Electrical | | Bed 3, electrician to reconnect fittings after ceiling has been replaced | 29/11/2023 8:40 | 17/01/2024 11:29 | Finished |
| 10386220/1 | Replace smoke alarm Lounge | Lounge | Electrical | | elsm17 x 1 added for lounge smoke alarm as this one is covered in insect debris and cant clean / understand labeling | 29/11/2023 8:40 | 17/01/2024 11:29 | Finished |
| 10386220/1 | Travel and Overhead (Fixed) | Internal | Electrical | | | 29/11/2023 8:40 | 17/01/2024 11:29 | Finished |
| 10489709/1 | Replace or SAI cupboard or draw handle | Kitchen | Carpentry | | SAI 4 x handles to kitchen cupboards. TL to apply as tenant removed. | 23/04/2024 12:05 | 20/05/2024 14:01 | Finished |
| 10489709/1 | Secure loose door frame (timber frame or brick veneer construction) | Entry | Carpentry | | Secure loose entry door frame. | 23/04/2024 12:05 | 20/05/2024 14:01 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|--|---------------------|------------|-------------------------|---|------------------------|---------------------------|-------------------|
| 10489709/1 | Replace or SAI flush panel door | Kitchen | Carpentry | | Replace door to kitchen walk in pantry, use existing hardware. TL to apply - impact damage. | 23/04/2024 12:05 | 20/05/2024 14:01 | Finished |
| 10489709/1 | Refix or secure existing drawer front and handle to existing drawer | Kitchen | Carpentry | | Resecure drawer front in kitchen. | 23/04/2024 12:05 | 20/05/2024 14:01 | Finished |
| 10489709/1 | Non-Scheduled Labour | External | Carpentry | Straighten clothes line | Labour to straighten clothes line post. | 23/04/2024 12:05 | 20/05/2024 14:01 | Finished |
| 10489709/1 | Non-Scheduled Material | External | Carpentry | Concrete | Materials to re-concrete in clothes line post. | 23/04/2024 12:05 | 20/05/2024 14:01 | Finished |
| 10489709/1 | Tomb-up, fix, resecure and flush ceiling | Lounge | Carpentry | | Resecure sagging ceiling in lounge. | 23/04/2024 12:05 | 20/05/2024 14:01 | Finished |
| 10489709/1 | Travel and Overhead (Fixed) | Internal | Carpentry | | | 23/04/2024 12:05 | 20/05/2024 14:01 | Finished |
| 10489709/1 | Variable Travel Fee | Internal | Carpentry | | CAVF01 | 23/04/2024 12:05 | 20/05/2024 14:01 | Finished |
| 10489709/1 | Replace ceiling fan regulator control knob, or light dimmer control knob | Bedroom | Electrical | X5 | Replace missing fan control knob bed 1. TL to apply as tenant removed. | 23/04/2024 12:05 | 20/05/2024 14:01 | Finished |
| 10489709/1 | Travel and Overhead (Fixed) | Internal | Electrical | | | 23/04/2024 12:05 | 20/05/2024 14:01 | Finished |
| 10489709/1 | Custom travel for WA. | Internal | Fees | | | 23/04/2024 12:05 | 20/05/2024 14:01 | Finished |
| 10505195/1 | Clear blockage to sewer/septic line | Bathroom | Plumbing | COB foreign object | | 13/05/2024 19:44 | 21/05/2024 11:20 | Finished |
| 10505195/1 | Replace hose tap and secure to wall | Bathroom | Plumbing | | Shower taps were missing parts on both hot and cold and required replacing. Please add PDTH01 x 2 | 13/05/2024 19:44 | 21/05/2024 11:20 | Finished |
| 10505195/1 | Travel and Overhead (Fixed) | External | Plumbing | | | 13/05/2024 19:44 | 21/05/2024 11:20 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|---|---------------------|------------|-----------------------|---|------------------------|---------------------------|-------------------|
| 10505196/1 | Replace or SAI privacy lock set with snib on inside to door | External | Carpentry | variation approved | required after gain entry | 13/05/2024 19:51 | 15/05/2024 15:46 | Finished |
| 10505196/1 | Gain entry | External | Carpentry | | Unable to specify CALK08R in portal for works, access is not actually required, but rather lock change. Supervisor advised to attempt logging like this and confirm situation with head contractor. | 13/05/2024 19:51 | 15/05/2024 15:46 | Finished |
| 10505196/1 | Travel and Overhead (Fixed) | External | Carpentry | | | 13/05/2024 19:51 | 15/05/2024 15:46 | Finished |
| 10506089/1 | Certify Compliance of ESDs | Internal | Electrical | | | 14/05/2024 16:22 | 15/05/2024 12:44 | Finished |
| 10506089/1 | Travel and Overhead (Fixed) | Internal | Electrical | | | 14/05/2024 16:22 | 15/05/2024 12:44 | Finished |
| 10506089/1 | Replace electric wall oven | Kitchen | Electrical | | | 14/05/2024 16:22 | 15/05/2024 12:44 | Finished |
| 10506984/1 | Certify Compliance of ESDs | Internal | Electrical | | | 15/05/2024 14:30 | 16/05/2024 15:09 | Finished |
| 10506984/1 | Locate fault in circuit, then rectify using the appropriate SOR | Lounge | Electrical | | | 15/05/2024 14:30 | 16/05/2024 15:09 | Finished |
| 10506984/1 | Replace double power point | Lounge | Electrical | | severely damaged outlet, replaced with new | 15/05/2024 14:30 | 16/05/2024 15:09 | Finished |
| 10506984/1 | Travel and Overhead (Fixed) | Internal | Electrical | | | 15/05/2024 14:30 | 16/05/2024 15:09 | Finished |
| 10516172/1 | Locate and repair roof leak to roof | Roof | Carpentry | | | 28/05/2024 12:18 | 6/06/2024 15:59 | Finished |
| 10516172/1 | Travel and Overhead (Fixed) | Roof | Carpentry | | | 28/05/2024 12:18 | 6/06/2024 15:59 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|--|---------------------|------------|---------------------------|--|------------------------|---------------------------|-------------------|
| 10516172/1 | Variable Travel Fee | Internal | Carpentry | | CAVF01 | 28/05/2024 12:18 | 6/06/2024 15:59 | Finished |
| 10516172/1 | Custom travel for WA. | Internal | Fees | | | 28/05/2024 12:18 | 6/06/2024 15:59 | Finished |
| 10523063/1 | Non-Scheduled Labour - where there is no SOR to undertake the task. DOH Approval with a detailed description | Bathroom | Plumbing | Required to complete work | 4 for labour to lift roof and wall sheets and replace when repaired | 5/06/2024 14:38 | 19/06/2024 14:59 | Finished |
| 10523063/1 | Repair water leak (exposed) | Bathroom | Plumbing | Repaired | | 5/06/2024 14:38 | 19/06/2024 14:59 | Finished |
| 10523063/1 | Travel and Overhead (Fixed) | Bathroom | Plumbing | | | 5/06/2024 14:38 | 19/06/2024 14:59 | Finished |
| 10523063/1 | Pressure test hot and cold water service | Bathroom | Plumbing | Passed | For the testing of water service, provision of written report and repairs carried out to associated fixtures | 5/06/2024 14:38 | 19/06/2024 14:59 | Finished |
| 10523063/1 | Replace up to 22 mm copper water service | Bathroom | Plumbing | | Five sections of meter plus increments | 5/06/2024 14:38 | 19/06/2024 14:59 | Finished |
| 10585398/1 | Replace fixed bath outlet | Bathroom | Plumbing | | | 22/08/2024 9:22 | 25/08/2024 9:17 | Finished |
| 10585398/1 | Replace 150 mm swivel arm to sink, trough or bath | Laundry | Plumbing | | Laundry trough spout was cracked just below the swivel point and was leaking onto the bench top. | 22/08/2024 9:22 | 25/08/2024 9:17 | Finished |
| 10585398/1 | Replace hose tap and secure to wall | External | Plumbing | | Found the rear hose tap to just keep spinning at close to shut off and would constantly drip. | 22/08/2024 9:22 | 25/08/2024 9:17 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|---|---------------------|------------|-----------------------|--|------------------------|---------------------------|-------------------|
| 10585398/1 | Replace 15 mm or 20 mm ball valve | Laundry | Plumbing | | Replaced the washing machine mini stops. Cold was seized open and Hot was dripping out through the handle. Tennant had it taped up | 22/08/2024 9:22 | 25/08/2024 9:17 | Finished |
| 10585398/1 | Re-washer taps | Bathroom | Plumbing | | Taps were constantly dripping | 22/08/2024 9:22 | 25/08/2024 9:17 | Finished |
| 10585398/1 | Re-washer taps | Laundry | Plumbing | | | 22/08/2024 9:22 | 25/08/2024 9:17 | Finished |
| 10585398/1 | Re-washer taps | Laundry | Plumbing | | | 22/08/2024 9:22 | 25/08/2024 9:17 | Finished |
| 10585398/1 | Travel and Overhead (Fixed) | Laundry | Plumbing | | | 22/08/2024 9:22 | 25/08/2024 9:17 | Finished |
| 10585398/1 | Variable Travel Fee | Entry | Plumbing | | travel | 22/08/2024 9:22 | 25/08/2024 9:17 | Finished |
| 10585398/1 | Custom travel for WA. | Bathroom | Fees | | | 22/08/2024 9:22 | 25/08/2024 9:17 | Finished |
| 10594965/1 | Replace or SAI non key operated aluminium framed glass sliding door handle | Passage | Carpentry | | Pandanus Park2-31 - Replace sliding door handle to Kitchen/Dining door currently has no divce for latch | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Replace or SAI all rollers and carriages to aluminium framed glass sliding door | Passage | Carpentry | | Pandanus Park2-31 - Replace rollers on Kitchen/Passage sliding door. | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Replace or SAI flush panel door | Bedroom | Carpentry | | Replace room door damaged - Bedroom 3 | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Seal fixture joint or gap (minimum 2 m per site) | Bathroom | Carpentry | | PandanusPark2-2 - fixture jount in shower and vanity | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|---|---------------------|------------|-----------------------|---|------------------------|---------------------------|-------------------|
| 10594965/1 | Replace or SAI heavy duty tough screen mesh to an aluminium barrier or security door.(0.5m2 increments) | Lounge | Carpentry | | PandanusPark2-19 - all flywire in the lounge needs to be replaced | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Non-Scheduled Labour | Bathroom | Carpentry | Secure splash back | PANDANUSPARK2-44 - Secure sink splash back seal. | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Non-Scheduled Labour | Bedroom | Carpentry | Rehang screen | Pandanus Park2-57 - Rehang room window security screen to open and lock correctly - bedroom 3 | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Non-Scheduled Labour | Ensuite | Carpentry | Fix door frame | Repair alum security door frame tearing where pneumatic door closer screws into frame. | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Non-Scheduled Labour | Kitchen | Carpentry | Secure splash back | PANDANUSPARK2-52 - Secure splash back on LHS kitchen sink. | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Non-Scheduled Labour | Kitchen | Carpentry | Fix drawer | PANDANUSPARK2-50 - Draw beneath oven not opening due to new oven that has been installed. | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Non-Scheduled Labour | Toilet | Carpentry | Secure grab rail | PANDANUSPARK2-42 - Secure grab rail to toilet | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Non-Scheduled Labour | Verandah | Carpentry | Straighten lid | PANDANUSPARK2-56 - Secure power box lid bent hinge. | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Non-Scheduled Labour | Verandah | Carpentry | Bog posts | PandanusPark2-23 - labour to bog 3 x rusted | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|--|---------------------|------------|------------------------|---|------------------------|---------------------------|-------------------|
| | | | | | post at the rear of the property | | | |
| 10594965/1 | Replace or SAI sealed architrave or skirting board | Kitchen | Carpentry | | Pandanus Park2-31 - Replace missing architrave to door frame left hand side. | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Replace or SAI sealed architrave or skirting board | Lounge | Carpentry | | Replace missing architrave left hand side of door. | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Non-Scheduled Material | Verandah | Carpentry | Concrete to fill posts | PandanusPark2-23 - materials to bog 3 x rusted post at the rear of the property | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Patch hole in plasterboard or fibre cement sheeting - in excess of 25mm x 25mm up to 50mm x 50mm | Dining | Carpentry | | PANDANUSPARK2-32 - Patch holes in wall from impact. | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Patch hole in plasterboard or fibre cement sheeting - in excess of 25mm x 25mm up to 50mm x 50mm | Laundry | Carpentry | | PANDANUSPARK2-15 - Patch holes in ceiling from water damage. Previously claimed on 10238695/1 - Defect request sent to the region | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Patch hole in plasterboard or fibre cement sheeting - in excess of 50 mm up to 500mm | Bathroom | Carpentry | | PandanusPark2-17 - patch hole in wall left by trade | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |

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|-------------------|--|---------------------|------------|-----------------------|---|------------------------|---------------------------|-------------------|
| 10594965/1 | Patch hole in plasterboard or fibre cement sheeting - in excess of 50 mm up to 500mm | Lounge | Carpentry | | PANDANUSPARK2 - Repair hole to lounge room wall which has been temporarily fixed with blank switch cover due to exposed wires. | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Patch hole in plasterboard or fibre cement sheeting - in excess of 50 mm up to 500mm | Toilet | Carpentry | | PANDANUSPARK2-40 - Patch hole in wall above cistern | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Replace or SAI sealed unpainted plaster ceiling sheeting up to 4 m2 (cornice not included) | Kitchen | Carpentry | | PandanusPark2-3 - patch 2 holes in the ceiling | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Replace or SAI sealed unpainted plaster ceiling sheeting up to 4 m2 (cornice not included) | Lounge | Carpentry | | PandanusPark2 - patch hole in ceiling (if not in laundry will be in lounge) | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Replace or SAI sealed unpainted plaster ceiling sheeting over 4 m2 (cornice included) | Bathroom | Carpentry | | Replace bathroom ceiling - parts of the cornice missing / water damaged ceiling / cracked / large whole in the middle with installation showing | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Replace or SAI toilet paper holder | Toilet | Carpentry | | PANDANUSPARK2-43 - Replace toilet paper holder - bar missing. | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Adjust and rehang barrier or security door to open, | Laundry | Carpentry | | Rehang security door to open and close correctly. | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|--|---------------------|------------|-----------------------|---|------------------------|---------------------------|-------------------|
| | close and lock correctly | | | | | | | |
| 10594965/1 | Travel and Overhead (Fixed) | Bedroom | Carpentry | | | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Replace or SAI aluminium window catch. | Bedroom | Carpentry | | Pandanus Park2-59 - Install window catch to Bedroom 1 | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Replace or SAI aluminium window catch. | Bedroom | Carpentry | | Pandanus Park2-37 - Install window catch to Bedroom 2 | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/1 | Replace or SAI security screen with stainless steel mesh to window | Passage | Carpentry | | Pandanus Park2-31 - replace fly screens with security mesh x3. Back/front and LHS of front door 2805 x 1750. Fittings in GWO. | 3/09/2024 14:37 | 7/10/2024 6:36 | Finished |
| 10594965/2 | Heavy clean shower recess | Bathroom | Cleaning | | As per SOR comment - Heavy clean shower CLHW01 x1 to be changed to CLHS01 x1 | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Travel and Overhead (Fixed) | Bathroom | Cleaning | | | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Certify Compliance of ESDs | Internal | Electrical | | | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Replace ceiling exhaust fan in ceiling | Kitchen | Electrical | | PANDANUSPARK2-49 - Replace exhaust fan to kitchen ceiling - cover missing. | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Replace electric recessed bench top hot plate | Kitchen | Electrical | | PandanusPark2 - change gas hot plate to electric hot plate | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |

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|-------------------|--|---------------------|------------|-----------------------|---|------------------------|---------------------------|-------------------|
| 10594965/2 | Non-Scheduled Labour | External | Electrical | Labour | ELER02 removed and replaced with ELLR01 x2-main earth cable was Long enough to cut out the worn section and redo the connection | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | SAI or Rewire 15 A single power point | Kitchen | Electrical | | PandanusPark2 - single powerpoint for new electric hot plate | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | SAI or Rewire 15 A single power point | Lounge | Electrical | | PandanusPark2-8 - new 15A powerpoint for the aircon in the lounge. | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Travel and Overhead (Fixed) | Internal | Electrical | | | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Reglaze aluminium frame with 6.38 mm clear laminated safety glass (per 0.5 m2) | Passage | Glazing | | remove the GLAC05 and add GLAC06 x 2m21 @ 1958 x 838all sliding doors are reglazed with laminated safety glass | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Inspect and report | Passage | Glazing | | Pandanus Park2-29 - Replace louvres with windows locks not locking on louversand damaged x 3 back/front and RHS offront door. | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Travel and Overhead (Fixed) | External | Glazing | | missing from order | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Travel and Overhead (Fixed) | Passage | Glazing | | | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Disconnect and seal gas line | Kitchen | Gas | | PandanusPark2 - change gas hot plate to electric hot plate | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Travel and Overhead (Fixed) | Kitchen | Gas | | | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|---|---------------------|--------------|-----------------------|---|------------------------|---------------------------|-------------------|
| 10594965/2 | Treat Singapore Ants to interior and exterior of property (north of 26 Deg. Parallel) | Internal | Pest Control | | As approved by Alana Lundstrom to vary sor's required but photographic evidence to be provided where possible | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Treat cockroach infestation to whole property (internal and external) | Internal | Pest Control | | | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Control spider infestation for 3 bedroom or smaller property and external | Internal | Pest Control | | PCSP01 - Control spider infestation for 3 bedroom or smaller property and external | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Travel and Overhead (Fixed) | Internal | Pest Control | | | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Repair roof leak to metal roof | Roof | Plumbing | | PandanusPark2 - find roof leak to prevent further water damage | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Travel and Overhead (Fixed) | Internal | Plumbing | | | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Variable Travel Fee | External | Plumbing | | travel | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Paint door complete | Entry | Painting | | PANDANUSPARK2-27 - Paint entry door | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Paint balustrade or handrail | Verandah | Painting | | PandanusPark2 - paint new bog patches x 3 at the rear of the property | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Paint room complete(wet room up to 5 m2) | Toilet | Painting | | PandanusPark2 - Hogs Bristol - half strength as per Objective A45915043 | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|---|---------------------|------------|-----------------------|---|------------------------|---------------------------|-------------------|
| 10594965/2 | Paint room complete (dry room between 5 m2 and 10 m2) | Bedroom | Painting | | Bedroom 1 - PandanusPark2 - Hogs Bristol - half strength as per Objective A45915043 | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Paint room complete (dry room between 5 m2 and 10 m2) | Bedroom | Painting | | Bedroom 2 - PandanusPark2 - Hogs Bristol - half strength as per Objective A45915043 | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Paint room complete (dry room between 5 m2 and 10 m2) | Bedroom | Painting | | Bedroom 3 - PandanusPark2 - Hogs Bristol - half strength as per Objective A45915043 | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Paint room complete (dry room between 5 m2 and 10 m2) | Bedroom | Painting | | Bedroom 4 - PandanusPark2 - Hogs Bristol - half strength as per Objective A45915043 | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Paint room complete (wet room between 5 m2 and 10 m2) | Bathroom | Painting | | PandanusPark2 - Hogs Bristol - half strength as per Objective A45915043 | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Paint room complete (wet room between 5 m2 and 10 m2) | Kitchen | Painting | | PandanusPark2 - Hogs Bristol - half strength as per Objective A45915043 | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Paint room complete (wet room between 5 m2 and 10 m2) | Laundry | Painting | | PandanusPark2 - Hogs Bristol - half strength as per Objective A45915043 | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Paint room complete (dry room between 20m2 and 30 m2) | Lounge | Painting | | PandanusPark2 - Hogs Bristol - half strength as per Objective A45915043 | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Paint room complete (dry room over 30 m2) | Dining | Painting | | PandanusPark2 - Hogs Bristol - half strength as per Objective A45915043 | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/2 | Travel and Overhead (Fixed) | Entry | Painting | | | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |

| Work Order Number | Short Description of Work | Location in Tenancy | Item Trade | Subcontractor Comment | Comment Client Ordered | Date Work Order Issued | Date Work Order Completed | Work Order Status |
|-------------------|---|---------------------|------------|------------------------------|---|------------------------|---------------------------|-------------------|
| 10594965/2 | Custom travel for WA. | Roof | Fees | | | 3/09/2024 17:24 | 11/12/2024 16:11 | Claimed |
| 10594965/3 | Replace or SAI latch to gate | External | Fencing | | PandanusPark2-7 - SAI latch to gate, once gates have rehang | 3/09/2024 17:39 | 9/10/2024 10:59 | Finished |
| 10594965/3 | Rehang and adjust gate | External | Fencing | | PandanusPark2-21 - Rehang both gates that are on site | 3/09/2024 17:39 | 9/10/2024 10:59 | Finished |
| 10594965/3 | Travel and Overhead (Fixed) | External | Fencing | | | 3/09/2024 17:39 | 9/10/2024 10:59 | Finished |
| 10594965/3 | Variable Travel Fee | Entry | Fencing | | TRAVEL | 3/09/2024 17:39 | 9/10/2024 10:59 | Finished |
| 10594965/3 | Custom travel for WA. | External | Fees | | | 3/09/2024 17:39 | 9/10/2024 10:59 | Finished |
| 10653132/1 | Replace all directional shower rose and arm | Shower | Plumbing | | | 19/11/2024 9:53 | 21/11/2024 9:21 | Finished |
| 10653132/1 | Travel and Overhead (Fixed) | Internal | Plumbing | | | 19/11/2024 9:53 | 21/11/2024 9:21 | Finished |
| 10713972/1 | Certify Compliance of ESDs | Internal | Electrical | | | 11/02/2025 11:00 | 13/02/2025 6:15 | Claimed |
| 10713972/1 | Locate fault in circuit, then rectify using the appropriate SOR | Internal | Electrical | | | 11/02/2025 11:00 | 13/02/2025 6:15 | Claimed |
| 10713972/1 | Non-Scheduled Labour | Internal | Electrical | Labour to replace led lights | Ellr01 x 3 labour to change the three units in the laundry , toilet and bathroom-AHRS | 11/02/2025 11:00 | 13/02/2025 6:15 | Claimed |
| 10713972/1 | Non-Scheduled Material | Internal | Electrical | 3 x led lights | Elmt01 x \$132 for 3 x led light fittings in laundry toilet and bathroom as existing fittings drivers / leds blown and sealed unit-AHRS | 11/02/2025 11:00 | 13/02/2025 6:15 | Claimed |

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|-------------------|-----------------------------|---------------------|------------|---|--|------------------------|---------------------------|-------------------|
| 10713972/1 | Replace smoke alarm Lounge | Lounge | Electrical | elsm17 | Elsm17 x 1 replace lounge smokie as covered in insect debris unable to clean -AHRs | 11/02/2025 11:00 | 13/02/2025 6:15 | Claimed |
| 10713972/1 | Travel and Overhead (Fixed) | Internal | Electrical | Waiting varies smokie three lights and travel | | 11/02/2025 11:00 | 13/02/2025 6:15 | Claimed |
| 10713972/1 | Variable Travel Fee | Entry | Electrical | | travel | 11/02/2025 11:00 | 13/02/2025 6:15 | Claimed |
| 10713972/1 | Custom travel for WA. | Internal | Fees | | | 11/02/2025 11:00 | 13/02/2025 6:15 | Claimed |