

NEW ENGLAND AND
WESTERN
TENANTS ADVICE
AND
ADVOCACY SERVICE
INCORPORATED



ANNUAL REPORT

2017-2018

New England and Western



Incorporated



Tenant Advocate - Dubbo – Linda Grady
Tenant Advocate – Tamworth – Danny Raddoll
Tenant Advocate Armidale – Robert Yen

Assistant Service Manager – Dubbo – Tamara Newstead
Service Manager - Armidale - KerryAnn Pankhurst
Finance Officer – Armidale – Neil Scholes-Robertson

NEWTAAS provides free information and advice on tenancy law, advocacy, community education, NSW Civil and Administrative Tribunal assistance, support and representation.

We provide our services to residential tenants of the New England, North West, Western and Far West areas of New South Wales.



New England and Western Tenants Advice and Advocacy Service Inc.

Find our offices at:

NEWTAAS
Minto Building 3
161 Rusden Street
Armidale NSW 2350

Disability Advocacy NSW
Suite 3, 1st Floor
422-426 Peel Street
Tamworth NSW 2340

Dubbo Neighbourhood Centre
1/80 Gipps Street
PO Box 310
Dubbo NSW 2830

Contact us by:

- ◆ FreeCall 1800 836 268 ◆ Phone 02 6772 4698 ◆ Fax 02 6772 2999 ◆
- ◆ Email newtaas@gmail.com ◆

Our office hours are 9.00am to 12.30pm and 1.30pm to 5.00pm
Monday to Friday

The Service provides face to face and telephone appointments by arrangement

New England and Western Tenants Advice and Advocacy Service Inc.

Annual Report 2017-2018

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Our Purpose Statement

In the New England, North West, Western and Far West areas of New South Wales, the New England and Western Tenants Advice and Advocacy Service Inc. will

- provide tenancy information and appropriate referrals to people who are renting,
- advocate for tenants in these areas whose life circumstances cause them to be unable to advocate for themselves,
- educate tenants and our communities about tenancy rights and responsibilities,
- deliver these services in a way that respects each individual,
- advocate for legal and social change to redress injustices and inequities in tenancy law, and
- be responsive to the needs of the community we serve.



Our Objectives

In the New England, North West, Western and Far West areas of New South Wales, the New England and Western Tenants Advice and Advocacy Service Inc. works to

- increase access to the legal system for the most disadvantaged people in the communities we serve,
- help clients be better informed of their tenancy rights and responsibilities and the options available to them,
- refer clients to other services when our Service is not able to assist them with their issue,
- work towards a more just, equitable and accessible society for all people, and
- ensure staff in our Service maintain high standards of professional conduct and service delivery.



The Management Committee

Anne Wolfenden – President (2017 – current)
Treasurer (2015 – 2016)



Anne has worked in the housing space for many years, and brings her long experience in the provision and management of tenancy and tenancy participation in the community sector and with social housing with her.

In addition, Anne's background in finance brings additional skills to the Committee.

Elizabeth Stahlut – Treasurer (2017 – current)
Vice-President (2015 – 2017)



Elizabeth is a solicitor with Legal Minds, an Armidale legal firm.

Elizabeth worked as a volunteer with the North and North West Community Legal Service while undertaking her law degree, and has been concerned with how tenancy law impacts upon the most vulnerable people in society since that time.

Chris Foord – Secretary (2011 – present)
Member (2010 – present)



Chris was a founding member of the NEWTAAS Management Committee in 2010.

Chris has a long history in local government and community services. She recently held the position of District Manager with the Australian Bureau of Statistics for the 2011 Census of Population and Housing, managing the enumeration of the population on the Northern Slopes of New South Wales. Chris has had a lifetime involvement in working for people with disabilities, and is now a Disability Advocate with DA NSW.

Marjorie Henzell – Member (2010 – present)
President (2011 – 2017)



Marjorie was a founding member of the NEWTAAS Management Committee in 2010. She took on the position of President at the 2011 Annual General Meeting.

Marjorie is based in Armidale and is a Senior Social Worker for Human Services in Armidale working with clients in the North West Region. Marjorie has a commitment to social justice and believes in a right to safe and secure housing.

Brian Humphreys – Member (2013 – current)



Brian has a long interest in social justice. After many years with Centrelink, he is now working with Centacare New England North West.

Brian joined the Management Committee at the 2013 Annual General Meeting.

**Jim Foord – Treasurer (2011 – April 2012)
Member (March 2013 – current)**



After an absence from the Committee, Jim rejoined in March 2013.

Jim brings his extensive expertise in human resources and industrial relations to the Committee, following many years working in the industry. He is committed to the development of the community section.

Jim currently works for TAFE NSW, in addition to managing a rural property.

Jennifer Bourke – Member (2018 – current)



Jenny joined the Committee in June 2018.

Jenny has many years experience in working with tenants in social housing. Recently retired, she understands the disadvantages and complexities that tenants often face in resolving their housing issues

Management Committee Members as at 30 June 2018

Anne Wolfenden	President
Elizabeth Stahlut	Treasurer
Chris Foord	Secretary
Marjorie Henzell	Member
Jim Foord	Member
Brian Humphreys	Member
Jennifer Bourke	Member

President's Report



It's that time of year again when we look back and reflect on the year's business.

This year saw Marjorie Henzell retire as our long term President, and thankfully remain as a committee member.

On behalf of the Management Committee and staff, I thank Marjorie for all her efforts over the years and the support she has given KerryAnn and the staff through some trying times. We wish her well in her retirement..

I would like to also thank KerryAnn for her efforts in running the service and achieving the fantastic results in supporting our clients, and managing the very limited budget so well.

I would also like to thank Tamara for her great effort in her role as Acting Manager while KerryAnn took leave, and her support throughout the year.

Our Committee recognises that any small organisation only succeeds with the skill and professionalism of its staff, and our thanks go to Robert, previously in Armidale, now Tamworth, and Linda, in our Dubbo office. We're also grateful to Danny, who has recently left us.

We're fortunate to have staff who recognise how important their work is, and care about the quality of their work.

A large thanks is due to Neil for managing the finances so well on the little hours we can manage to pay him. We recognise that Neil's work is invaluable to the Committee and KerryAnn to ensure the smooth operation of our finances.

We also welcomed a new member to the Management Committee, Jenny Bourke. Jenny brings a wealth of experience and knowledge from the Social Housing sector.

Thank you to all the other Committee members, Brian, Marjorie, Libby, Chris and Jim for their ongoing support and giving up their time to volunteer on the committee. Your commitment is very much appreciated.

As you will see throughout this report, the service is well regarded in our sector, and our results are outstanding for the amount of funding we receive.

A handwritten signature in black ink, appearing to read 'Anne Wolfenden', written over a light blue background.

Anne Wolfenden
President

Service Manager's Report

Every year I say that it has once again been a very busy year for NEWTAAS, and this year is no different. This year we have had minimal changes in staff, but significant casework and law reform challenges to deal with.

Our staff are a small but tight-knit team. We're dedicated and hard-working because we know just how serious the work that we do is. We often have a direct impact on a family's capacity to stay in their home, and that is a very serious responsibility. We might be in different offices, with Linda and Tamara in Dubbo, Danny in Tamworth, and Robert, Neil and I in Armidale, but we make it work as a team for our clients. At the end of June 2018, Danny left us, but his good humour, empathy and thoughtful advocacy will not soon be forgotten. More about that next year.



This year was a big year also for law reform, and I spent a lot of time working with other community services to advocate for changes to the *Residential Tenancies Act 2010* in support of victims of domestic violence. Please read the initial submission we sent in to the Minister for Fair Trading, and the Minister for Women, and the additional case studies provided over the year.

As ever, I invite you to also read the case studies. These are the stories of the anxiety and distress, embarrassment and frustration that are so often felt by our clients. They tell of the walk that we do with them over this period of their lives, of our efforts to support them and make a positive difference in their lives. You can find the case studies starting on page 15. You can see that we have selected a "favourite" case each, where we've felt that we've been able to assist a client who really needed us.

I would also like to thank the Management Committee for their ongoing dedication to the Service. Anne's support and commitment, and the support of Chris, Jim, Brian, Jenny, Marjorie and Elizabeth has been essential to enable the staff to continue their work. Anne has followed closely in Marjorie's footsteps, providing unfailing support and assistance throughout the year.

It's been an amazing sixteen years. Linda, Tamara and I were all founding staff at NEWTAAS, and it's astonishing to think that we are still here all those years later, even if Linda did wander away for a few years! I think of the 20,267 casefiles, of the 17,439 people who have given their trust to us in that time, and I'm thankful that we have been of service.

A handwritten signature in blue ink, which appears to read "KerryAnn". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

KerryAnn Pankhurst
Service Manager

Statistics

Some variability in statistics arises from the introduction of the TAAP database on 1/10/2015. The Service Manager continues to work with the Tenants Union staff and other coordinators to improve the operational functionality and reporting capabilities of the TAAS database.

TU Database /new TAAP database	2013/14	%	2014/15	%	2015/16 July- Sept	2015/16 Oct- June	Oct- June %	Annual	2016/17	%	2017/18	%
Total number of clients	1210		1319		370	1140		1382	1558		1430	
1800 calls	2135		2371		754	1992		2746	2814		3542	
Identify as having a disability	225	18.60%	256	19.60%	72	210	18.50%	19.00%	275	20.10%	314	21.96%
Identify as Aboriginal or Torres Straight Islander	263	21.70%	315	23.80%	77	256	22.50%	21.70%	338	24.60%	350	24.48%
Identify as under 25	121	10.00%	129	9.70%	26	107	9.40%	8.20%	128	9.30%	113	7.90%
Identify as 55-74 / 55-64	158	13.06%	150	11.30%	41	84	7.30%	9.50%	156	11.30%	152	10.63%
Identify as over 75 / 65 and over	22	1.82%	23	1.70%	13	55	4.8	4.20%	80	5.80%	102	7.13%
Single person household	277	22.89%	327	24.70%	94	89	29.60%	27%	339	21.80%	491	34.34%
Identify as sole parents	249	20.58%	265	20.00%	74	66	22%	21%	289	18.50%	325	22.73%
Couples with children	187	15.45%	243	18.40%	59	69	23%		273	17.50%	306	21.40%
Extended family									68	4.36%	89	6.22%
Group household	67	5.54%	80	6.00%	15	11	3.60%	3.80%	137	8.80%	74	5.17%
Employed	291	0.91%	357	0.50%	85	116	33.10%	27.20%	410	26.30%	558	39.02%
In receipt of income support	640	52.90%	684	51.80%	196	218	62.10%	57.30%	860	55.20%	937	65.52%
Renting through an agent	496	40.99%	645	48.90%	140	581	50.90%	48.20%	892	62.70%	884	61.82%
Renting privately	174	14.38%	177	13.40%	46	131	11.50%	12.00%	150	10.50%	177	12.38%

TU Database /new TAAP database	2013/14	%	2014/15	%	2015/16 July- Sept	2015/16 Oct- June	Oct- June %	Annual	2016/17	%	2017/18	%
Renting in social housing	306	25.29%	296	22.40%	102	230	20.20%	24.80%	233	16.30%	277	19.37%
Homeless/At risk of homelessness	314	25.80%	340	25.70%	69				193	13.60%	268	18.74%
Referred by NCAT	92	7.60%	132	10.20%	34	121	11.80%	10.20%	167	10.70%	138	9.65%
Referred by Community organisation	131	10.82%	165	12.70%	50	197	19.20%	16.10%	202	12.90%	257	17.97%
Received advocacy (in addition to any NCAT support)	243	20.00%	377	28.60%	122	280	24.50%		216	15.10%	280	19.58%
Assisted to prepare for NCAT (not NCAT representation)	158	13.06%	328	24.90%	87	159	13.90%		200	14.10%	299	20.91%
Represented/attended at NCAT hearing	93	7.69%	255	19.30%	74	223	19.50%		252	17.70%	323	22.59%
Comparative figures obtained by number of enquiries in that area from TU database / TAAP database												
Rental bond and compensation	417	34.46%	496	37.60%	138	294	25.79%	432	480	30.80%	551	38.53%
Repairs	456	37.69%	365	27.67%	121	298	26.14%	419	497	42%	515	36.01%
Rent and other charges	419	34.63%	574	43.52%	117	427	37.46%	544	655	31.90%	723	50.56%
Termination	642	53.06%	787	59.67%	191	483	42.37%	674	739	47.40%	814	56.92%
% Time – Information										8.80%		7.43%
% Time – Advice										53.00%		64.54%
% Time – Non-Tribunal Advocacy										15.20%		11.69%
% Time – Tribunal Advocacy										14.20%		13.93%

Note that from July 2017, we were no longer able to fund the additional 0.5 EFT from our resources, and therefore a drop in service has occurred.

SEIFA Index of Relative Socio-economic Advantage and Disadvantage

The NEWTAAS region contains 13 of the 20 most disadvantaged local government areas in NSW, according to the SEIFA Index of Relative Socio-economic Advantage and Disadvantage from the 2016 Census* data. It contains 33,199 renting households across 57% of NSW.

Service delivery challenges include covering a low population density over a large geographical area, with higher than average rates of low and no literacy, income support, poorer health outcomes, unemployment and disability.

2016 Local Government Area (LGA) Name	Index of Relative Socio-economic Disadvantage		Index of Relative Socio-economic Advantage and Disadvantage		Index of Economic Resources		Index of Education and Occupation		Usual Resident Population
	Score	Decile	Score	Decile	Score	Decile	Score	Decile	
Brewarrina (A)	757	1	818	1	768	1	943	4	1,651
Central Darling (A)	817	1	855	1	855	1	931	4	1,833
Walgett (A)	832	1	856	1	862	1	929	3	6,107
Fairfield (C)	856	1	896	2	943	2	882	1	198,817
Coonamble (A)	869	1	883	2	916	2	928	3	3,918
Kempsey (A)	888	2	877	1	935	2	891	1	28,885
Broken Hill (C)	901	2	887	2	918	2	895	2	17,708
Richmond Valley (A)	902	2	885	2	947	3	878	1	22,807
Gilgandra (A)	907	2	906	2	960	3	928	3	4,236
Nambucca (A)	907	2	896	2	938	2	919	3	19,212
Kyogle (A)	910	2	905	2	949	3	940	4	8,940
Tenterfield (A)	910	2	902	2	945	2	932	4	6,628
Warrumbungle Shire (A)	913	2	912	2	948	3	948	5	9,384
Liverpool Plains (A)	914	2	906	2	958	3	910	2	7,687
Glen Innes Severn (A)	915	2	909	2	942	2	936	4	8,836
Bourke (A)	916	2	932	3	924	2	992	8	2,634
Inverell (A)	916	2	904	2	948	3	921	3	16,483
Moree Plains (A)	917	2	919	3	939	2	934	4	13,159
Lithgow (C)	923	2	908	2	953	3	893	1	21,090
Cowra (A)	924	2	910	2	958	3	915	2	12,460

*Australian Bureau of Statistics <http://www.abs.gov.au/>

What the statistics mean...

NEWTAAS provides information and advice for every tenant who contacts us. Many people are competent to sort out their tenancy issues by themselves. They need information and guidance tailored to their circumstances, and pointing in the right direction, to a process they can follow.

For many of our clients, this is not the case.

As a matter of deliberate policy, the Service provides the highest levels of assistance to vulnerable tenants and tenants with complex matters.

We define a “vulnerable tenant” as someone who has at least two of the following characteristics:

- Functionally illiterate
- Having a disability, mental illness, or being a victim of domestic violence
- Being very young in a first tenancy or a frail, older person
- Having family circumstances that prevent them from advocating for themselves
- Having health issues that prevent them from advocating for themselves.

A “complex matter” is a matter where the law is not straightforward, and where there are either multiple issues, or an interplay between law and policy, particularly for social housing tenants. An example of such a matter is a termination notice being issued for rent arrears, where the tenant is in receipt of a rent subsidy, and believes that the subsidy calculation is incorrect.

The level of assistance needed by the tenants contacting us is increasing. Our client intake policy requires us to be mindful of the tenant’s capacity to act for themselves, and we don’t act for them if they are able to do it for themselves.

Vulnerable tenants and complex matters are usually the most time-consuming for us. Here’s an example of the time it can take to do a single complex matter for a vulnerable client:

Summary	Hours
Retaliatory termination notice given to a tenant with mental health issues in a remote town, working extensively with support agencies	123.5
Termination, followed by retaliatory termination by a private landlord against an elderly couple	99
Compensation claim and then a claim in the Local Court against a young family (Burns v Corbett), where the tenant has limited literacy	79.5
Repairs and modifications for a mentally ill social housing tenant	56
Repairs followed by termination of an elderly reclusive tenant, including urgent advocacy to prevent homelessness	50.25
Attempted termination of a tenant in public housing for illegal use (allegations made against a tenant’s adult child)	50
Termination of tenancy and compensation claim against a tenant remanded into custody	48.25

An advice for a tenant who is literate and has good reading comprehension, who has access to the internet, and is confident and competent to articulate their story may only take an hour of advice to be able to effectively represent their own interests.

Services Provided	Cases	Cases/FTE	
		Network Average	NEWTAAS Average
Written Advice	456	21	101
Warm Referral	211	19	47
Research	400	19	89
Represent at meeting with landlord	273	19	60
Represent/Assist Other Appeal	42	2	10
Represent/Assist Case Conference	31	2	7
Prepare Fair Trading Complaint	7	0	2
Park Visit	1	0	0
Parks Mediation (assistance/representation)	1	0	0
Pamphlets/Forms/Photocopied Info	454	75	101
Other (things outside the classification structure)	184	19	41
Negotiation	262	25	58
NCAT Set Aside	13	2	3
NCAT Representation	155	13	34
NCAT Preparation	315	20	70
NCAT General Application	82	17	18
NCAT Appeal	11	2	2
Liaise with third party	341	17	76
Information	1675	206	372
Home Visit	4	1	1
Follow-up (phone)	978	62	218
Follow-up (face-to-face)	245	23	54
Follow-up (correspondence)	596	42	133
Duty Advocacy (hearing representation)	146	11	33
Duty Advocacy (conciliated agreement)	111	29	25
Duty Advocacy (advice only)	55	24	12
Document Preparation	391	21	86
Connect with other support service	1289	33	287
Advocacy	322	51	72
Advice	1613	347	359
Legal Aid Grant Obtained	2	0	0

The table illustrates some of the extra logistical and service delivery issues that arise directly from the degree of disadvantage that so many of our clients experience. It places a demand for a higher degree of service delivery, more assistance, more representation, in order for the disadvantaged client to have the same outcome that they would have been able to achieve if they didn't have that level of disadvantage.

A tenant who is functionally illiterate with the complex information patterns and language of the Tribunal is at a terrible disadvantage. Literacy is the most basic skill for any tenant trying to resolve their issues with their landlord. If you can't read and understand a fact sheet, or complete a Tribunal form, you cannot know what the law says you need to do or how to resolve your problem. Without that skill, it is often easier to give up, to put up with mould, or the leaking roof or the stove or heater that doesn't work.

Casework Case Studies

These case studies are only a few of the more than 1,400 matters we have dealt with over the past twelve months. When a tenant contacts us for help, they bring to us the intimate stories of their private lives and their often distressing personal circumstances. Our clients can often feel embarrassed, angry, frustrated and humiliated. We treat them with respect, listen to their story, give them strategic advice, and represent them when they cannot best represent themselves.

We hope that in addition to an increased knowledge and understanding of tenancy law, that they leave us with a sense of self-respect and dignity.

Linda's favourite case:

Linda was contacted by a Systems & Programs Officer (SAPO) from the local prison at the request of a tenant who had been previously assisted.

The tenant had no idea how long he was going to be held on remand, and was worried about his tenancy after being issued with a 90 days termination notice.

Linda negotiated with the real estate agent and specialist homelessness services to have the tenant's belongings moved into free safe storage, to have his flat cleaned and car moved.

Linda obtained Police statements and fact sheets for the tenant's matter from Legal Aid, which confirmed Police used forced entry three times, causing damage to the front and back door frames each time.

Linda successfully argued to the agent that the Police caused the damage. The tenant didn't invite the Police to his property, and was therefore not responsible for the damage by people who were not invited to his property.

Linda suggested to the agent that the landlord contact NSW Police and ask that they repair the damage to the door frames.

The case took some months with the tenant being transferred from prison to prison, being in segregation and lockdown at different time, and limited communication available with him.

Linda was able to negotiate for the end of this tenancy with rent arrears, damage, cleaning and removal of goods for the bond in full and final settlement, a reduction of many thousands of dollars, making sure the tenant has peace of mind about his belongings until he's released from custody, with no debt, and no TICA listing.

Danny's favourite case:

This tenant had previously been a client of the service some years earlier, where we had helped him to apply to the Tribunal for repairs to his home.

Those repairs had never been carried out by his landlord, a social housing provider. The tenant has ongoing episodic mental health issues, and these had contributed to preventing him from acting at the time of the landlord's failure to repair. The tenant also has regular seizures, which made his bathroom particularly dangerous.

In addition to this, the housing provider insisted that the work previously ordered by the Tribunal in April 2015 had been carried out and that the tenant had confirmed that it had been carried out.

The tenant confirmed to us that the engineer's report that had been ordered by the Tribunal had never been given to him, and none of the repairs had been made.

The tenant had other repair issues at his home as well and the landlord's representative had refused to take the list the tenant had prepared.

Danny and Linda ran this file together, with Linda doing day-to-day contact with the tenant, and Danny doing the on-the-ground work with home visits and Tribunal hearings.

An application to the Tribunal was made, and inspections and home visits occurred, with the landlord's staff arguing about the work, and insisting that the tenant obtain new Occupational Therapist reports, despite their failure to follow the recommendations of the previous OT report.

At the second Tribunal hearing, following written submissions and the lodgement of evidence, it emerged in evidence that there was still no engineer's report but the landlord was given a further adjournment, and continued to insist that the work had been completed.

After weeks of negotiation, Tribunal orders were made by consent, with the landlord agreeing to do the repairs, and to install a hobless shower in the bathroom, a much safer arrangement for the tenant.

We are continuing to stay in touch with the tenant to make sure that this time, the repairs get done.

In addition, this case highlights the complexity of the systems that really vulnerable tenants have to negotiate. Occupational Therapist reports are particularly difficult were the tenant is in receipt of a National Disability Insurance Scheme package. Those tenants must go through NDIS, who generally do not pay for OT reports for tenancy, and they are not able to access OTs through the public health system as they previously did. That means a tenant is often having to self-fund a report that is essential before they can have modifications done by a social housing landlord. With the majority of social housing tenants on income support, this is a reprehensible situation.

Robert's favourite case:

An application to the NSW Civil and Administrative Tribunal was made for more than \$3,500.00 in water bills and damages, and termination of the tenancy, against tenants in their seventies on a rural property, causing them great distress. The tenants first contacted us in November 2017, and the matter was finally finished in August 2018, as the landlord made one attempt after another to "get rid" of the tenants.

At the first hearing, which the tenants were not able to attend as one was in hospital in Sydney having surgery, and the other was not able to travel due to car issues, issues of standing were raised by KerryAnn as three landlords were on the application (actual landlord, landlord's mum, and landlord's sister-in-law). The Tribunal adjourned the hearing, and made directions for the exchange of evidence.

KerryAnn wrote a submission on standing, the water bills and damages, including title search results showing only one name on the land title. The inspections that had been done of the property were not valid; the termination notices were similarly invalid; the landlord failed to

recognise that he couldn't charge the tenants water when he would not repair the leaks; and the arrangements for the tenancy had not been properly made.

Robert then argued the case at the hearing, addressing each of the points the landlord had made in their evidence, and arguing the tenant's evidence in their defence.

As the Tribunal outlined its findings, dismissing the application, the landlord's Mum went onto Facebook from the courtroom and wrote "fuck me what a joke". As the hearing ended, the landlord dropped a 90 days termination notice on the desk in front of Robert.

Robert of course helped the tenants lodge an application that this termination notice was retaliatory.

Over the next few days, a Facebook war against the tenants raged, with photos of the house and comments against the tenants, all in response to Mum's original post made during the hearing.

Robert screencapped the whole nasty conversation and submitted it into evidence.

At hearing, the Tribunal asked why the landlord's Mum's actions should have bearing on the matter when she was not the landlord. Robert walked the Tribunal through the previous matter, where Mum had been one of the applicant landlords, and was present at the hearing, and the Tribunal findings. He showed the Tribunal that she written the Facebook post inside the courtroom whilst proceedings were underway.

Tribunal agreed with Robert's argument, and found that a tenant defending an application by a landlord does constitute action under S115(2)(b), with a declaration that a tenant defending their tenancy against an application to terminate by their landlord was an action exercising their rights as a tenant. This is a huge step forward in these really difficult cases, as it's the first time that a defence has been found to be exercising a right for the purposes of a retaliatory eviction finding. The termination notice was declared retaliatory, and the tenancy continued.

Tamara's favourite case:

The tenant in this case was a sole parent with four small children who was renting privately, and was on the social housing waiting list. She had previously been in social housing, but had moved when she became pregnant. Her baby had died and her relationship had broken up, and she needed to come back to social housing as her current rental was on the market for sale.

A first offer was made, but the offer was in a street with high crime rates. When the tenant inspected the house, there was evidence of drug use at the premises. The neighbourhood was not suitable for her small children, with the tenant having no car and the children attending a school on the opposite side of town. In addition, the tenant frequently visited the cemetery and she would be unable to do this, as it was no longer in walking distance and there was no real public transport available for her.

The client service officer making the offer had agreed not to make a second offer in that area, but in her absence, a second offer was made to the tenant for the same street. The tenant turned it down for the same reasons, and the tenant's application for social housing was then removed, as she had turned down two offers of housing.

Tamara advocated to FACS Housing for the tenant, lodging a first tier appeal and providing supporting documents. After waiting the required 20 days, Tamara then began following up.

After nearly two months, notification came back that the appeal had been successful, and a further offer of housing would be made to the tenant.

The tenant was so pleased that she remained on the housing register, and very relieved that she would get a further offer of housing. She felt that this would provide more certainty for her family.

This is Tamara's favourite case because of the very sad circumstances of this tenant. Despite the loss of her baby, she was determined to stay strong for her children, move forward with her life and do the best she could for her family.

KerryAnn's favourite case:

This case started out as a straightforward application by a landlord for \$8,280.00 compensation against the tenant following the end of the tenancy, but quickly became caught up in the whirlwind of *Burns v Corbett; Gaynor v Burns [2017] NSWCA 3*.

Over the past year, *Burns v Corbett* has been back in the NSW Court of Appeals, the NCAT Appeal Panel, and the High Court. It has been a judicial mess that has had an awful impact upon the tenants affected by it.

Anyone reading the case studies last year would remember that this NSW Court of Appeal decision created huge difficulties for tenants and landlords, wherever the tenant or landlord is a natural person (not a company) who is residing in another state.

While this matter was before the High Court, the NCAT Appeal Panel asserted in a decision that NCAT was a "court of record", therefore having the effect that the decision did not apply to NCAT and that NCAT could continue to hear these matters.

Following that, the NSW Supreme Court in *Zistis v Zistis [2018] NSWSC 722 (21 May 2018)* categorically rejected the conclusions made in *Johnson v Dibbins; Gatsby v Gastby [2018] NSWCATAP 45* by the Appeal Panel.

A partial legislative fix was put into place with the *Justice Legislation Amendment Act (No 2) 2017*. This is the Attorney General's solution to the jurisdictional problem caused by *Burns v Corbett*. Parties can still commence in the NCAT and try to settle the dispute in the NCAT (and enter into terms of settlement), and if unable to resolve it, then the application can be made, with leave, to the relevant Court.

Recently, in *Burns v Corbett [2018] HCA 15*, the High Court has found that NCAT (and similar tribunals) is not permitted to hear 'Federal Matters' including disputes between residents of different States of Australia.

Sound like a mess? It was a mess!

This case came in at the start of it all, just after *Burns v Corbett; Gaynor v Burns [2017] NSWCA 3*, and when it was immediately clear that NCAT could not determine applications between natural parties residing in different states.

We helped the tenant defend herself by making the legal argument in relation to *Burns v Corbett*, and guiding her evidence gathering against the substantive claim against her. The tenant obtained sworn statements from previous tenants about plumbing issues at the premises, and reports in relation to requests for repairs she had made with text messages and Facebook messages and posts.

We had lodged the tenant's evidence with submissions against the substantive claim at the same time we had made the legal argument that the Tribunal had no jurisdiction, so the landlord had sure knowledge that the tenant would contest the claim in whatever jurisdiction they made it.

Burns v Corbett was the order of the day however, and following several months of adjournment, and repeated statements of the Tribunal recommending the landlord get legal advice, the landlord withdrew their application.

This occurred just before the legislative fix allowing for the referral of the application by the Tribunal directly to the Local Court, and it left the tenant in limbo, with no resolution of the application. The landlord could apply directly in the Local Court, or back in the Tribunal when some clarity arounds Burns v Corbett appeared.

The withdrawal of the application also meant that the tenant's bond remained frozen, held by Rental Bonds at Fair Trading. We wrote to the Commissioner of Fair Trading, saying that the tenant "should not be placed into financial hardship by an inability to access her bond for a period of 6 years due to a bureaucratic technicality and the landlords failure to officially notify Rental Bonds that they agree to the release of the bond." The bond was then refunded to the tenant.

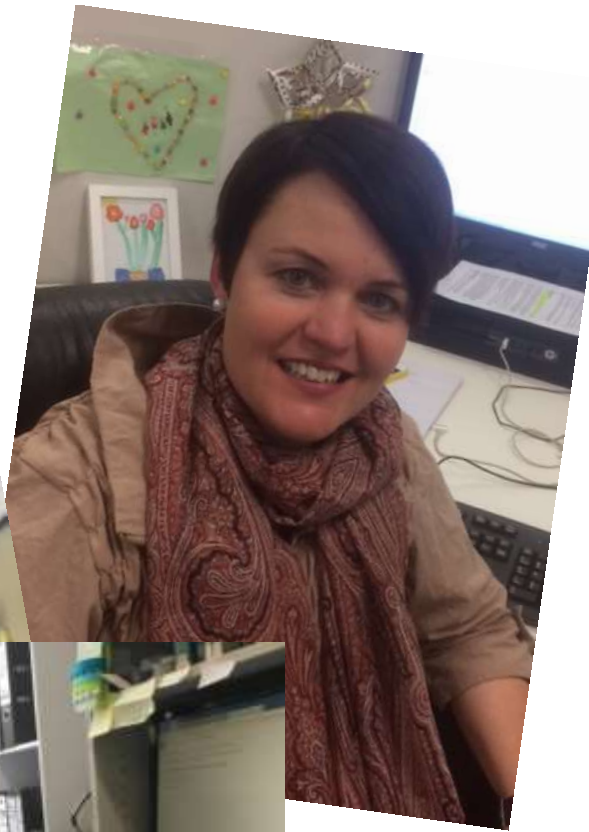
We closed the file, and everything went quiet, but we had warned the tenant that it wasn't necessarily over. Several months later, the tenant was served a Local Court Statement of Claim. We referred the tenant to Legal Aid for specialist advice. Legal Aid were not able to find the tenants a solicitor, however, and the matter came back to us.

This was the first tenancy claim made in the Local Court to our knowledge, and so was a huge learning curve. We helped the tenants package up their evidence and lodge a defence, an affidavit and a notice of motion to change the venue of the proceedings back to their town.

The matter had been listed for pre-trial review in Sydney, in the Small Claims division of the Local Court. The tenant and her now husband, who had been added to the Local Court action, were going to Sydney for the hearing, and we arranged with the Northern Sydney Area Tenancy Service to represent NEWTAAS at the review.

At the pre-trial review, everything became clear. The application had been lodged by the landlord's insurance company. They had not been told about the tenant's defence against the substance of the application, and had never seen the evidence provided by the tenant. Their solicitor was very surprised by the evidence, and it was understood that the claim by the landlords against their insurance might well be reconsidered.

Procedural directions were made about motions for discontinuance and change of venue, and the solicitors then lodged a motion for discontinuance with the tenants' consent, finally ending the matter. An enormous learning curve, and incredibly stressful for the tenants, and for us!



Thank you...

We receive a lot of “thank yous” each year, sometimes cards, flowers and small gifts. We’re grateful for every one of them. Whilst we are careful that our clients understand that we are a funded service there to assist them, sometimes glancing across at the card that stuck on the wall next to our desks helps us to push along through the case work a little easier.



New England and Western Tenants Advice and Advocacy Service
<newtaas@gmail.com>

Today's Advocacy Service by Linda

[REDACTED] 16 March 2018 at 17:24
To: New England and Western Tenants Advice and Advocacy Service <newtaas@gmail.com>

Good afternoon,

This email is to thank, in some small way, Linda from the New England and Western Tenants Advice and Advocacy Service for the exceptional assistance she provided us with not only today at the Tribunal (NCAT), but also on the two occasions leading up to today when I met with her. Her experience, knowledge and advice were outstanding and were the factors that enabled our stressful house-leasing issue to finally come to an end with terms that she negotiated on our behalf that were definitely better than we thought we could have achieved - certainly better than we could have hoped to achieve on our own. Her advice and support were second to none and I can't thank her enough for helping us through this process.

If there is any other forum or medium that I can provide a testimonial for her and this service, please let me know and I will happily get it done.

Kind Regards,

Thank-you

[REDACTED] 14 March 2018 at 14:15
To: newtaas@gmail.com

Hello,

We have today resolved the claim on our rental bond through NCAT and want to send everyone at the Tenancy Advice Service, though particularly Robert a big thanks.

Everyone I spoke to at TAAS were incredibly patient, knowledgeable, understanding and helpful throughout this stressful process. We always maintained that the claims made against us were baseless and purely opportunistic and that was proven today.

Still, without Robert we would not have reached a mediated settlement today at our hearing. He gave me the confidence to reveal a number of our key arguments to the respondents and once they were revealed their whole attitude changed. Robert acted not just as our advocate but as a mediator and worked with the respondents to help them realise the futility of their claims.

Neither party wanted to return to have a full hearing and he deftly managed everyone's expectations to reach what was for us a terrific outcome.

Your service is incredibly valuable, assisting some of the most vulnerable people in society, if I can assist you in anyway into the future you only need to ask.

Regards

I wish to thank all of the amazing staff at New England and western tenants advice. Everyone of the staff members have gone out and beyond to help me with my case. The staff were so friendly and easy going and helped me in any way they could. I'm so very grateful for all of the help and guidance the staff have given me. I'm extremely happy with the outcome of my case and I recommend New England and western tenants advice to anyone who is looking for an advocate. Thank you all I really appreciate all of your hard work. 😊
All the best

Sent from my iPhone dear Kerrie Ann & Robert Yen many thanks from [REDACTED] [REDACTED] for the professional way your department conducted our case at the tribunal in winning our case for tenants who do have the expertise in the in dealing with standover landlords who intimidate tenants with retaliation because they tell lies . They treat the tribunal as a joke making up stories on face book about the way they got treated by the tribunal in fact they should be held in contempt while the tribunal was sitting they were texting messages.thank you so much once again I have sent a message of gratitude to the premier of new south wales for the wonderful way that you and your team have helped us .I hope the government will give some more funding for the great work that you do for the people of New South Wales we also give you consent to use our names for the the benefit of all people .kind regards

We decided to not take the electricity situation any further, but we will call in to the new tenants and give them the heads up so they are not caught up in a situation like ours.

Again Robert .. Thankyou for everything... I would of had a full on nervous breakdown if it wasn't for you and your advice. I'm sorry I got a little aggressive in my communication with the landlords and thankyou for pointing that out.... I need to take a few deep breathes and calm down when writing emails when in distress. :) I will always keep this in mind, but please understand I'm not a aggressive person just highly anxious and stressed at this time of my life.

I would like to wish you and your family a wonderful magical Christmas with many happy returns, and of course to the your team at your office.

Peace Love and Happiness

Thank you so much for all you do - you made a crappy situation much easier and less scary and I can't thank you enough for sitting through crazy lady's. The trouble to do so.

*With thanks
[REDACTED]
(on residents of [REDACTED])*

Domestic Violence Law Reform

Following the review of the *Residential Tenancies Act 2010*, the government announced that they would introduce reforms to the Act to provide greater protections for tenants escaping domestic violence. NEWTAAS supports the proposed changes to the *Residential Tenancies Act 2010*. We also suggested that the changes proposed could be extended a little further.

Tenants and co-tenants experiencing domestic violence in regional areas are also made vulnerable by limitations of distance on the abilities to access support and services.

In small country towns, there are limits on the availability of Police, and Police Officers may not be immediately able to react to and follow-up on an incident of domestic violence. A Police Officer who has attended an incident of domestic violence, and intends to apply for an interim apprehended violence order may then be called to a motor vehicle accident and not be available for some time to begin the process. Police Officers have extensive duties out in the regions, and may simply not have the capacity to follow-up incidents immediately. A victim of domestic violence may not easily be able to access a lawyer to commence proceedings, and that may further delay the process.

The proposed changes should be extended to allow medical practitioners and senior staff from funded homelessness services, most of whom also provide domestic violence services, to provide supporting evidence that can be used to terminate the tenancy of a co-tenant, in addition to an interim apprehended violence order.

The co-tenant is often more easily able to access her medical practitioner, or a specialist homelessness service. These are services highly responsive to client needs, who would be able to help the co-tenant act quickly to end the co-tenancy. This is particularly important due to the ongoing risk of domestic violence from co-tenants refusing to leave the agreement, and creating an ongoing dangerous environment within the co-tenant's home.

Current effect of Section 51(1)(d) on victims of domestic violence:

Speed in ending a co-tenancy can be particularly important in cases where physical damage is being caused to the premises by the co-tenant. It is the case currently that victims of domestic violence are often being charged the costs of repairs to the premises.

The *Residential Tenancies Act 2010* makes provision for a landlord to make an application to the NSW Civil and Administrative Tribunal (Tribunal) for compensation for damage to the premises. The landlord, and we have examples from public housing, community housing, and private landlords with and without managing agents, will insist that damage to the premises caused during a domestic violence incident, must be paid for by the co-tenant.

For damage caused by a co-tenant, the landlord has a valid argument that the tenant has intentionally or negligently caused or permitted any damage to the residential premises, as required by Section 51(1)(d).

Currently, there is no provision for the Tribunal to make orders against only one co-tenant. The breach is proven against both tenants, and the money order raised by the Tribunal is made against both. Victims of domestic violence, who may be responsible for young children, are more easily pressured to make an arrangement to pay, as they are particularly fearful of not being able to keep their family together and care for their children.

A change to the legislation will not protect co-tenants like Sandra, whose case study is below, from compensation claims caused in single incidents that result in the breakdown of the relationship and the removal of the co-tenant from the residential tenancy agreement. They will, however, protect her for incidents into the future, cases of which we also have in our records. It is the experience of our clients that landlords are reluctant to use their insurance to pay for damage caused by third parties, and will not make applications in the Local Court for costs recovery. It is easier for landlords and agents to pressure the person most accessible: the remaining tenant.

If the co-tenancy can be ended quickly enough, with supporting evidence from a homelessness service providing domestic violence services, or from a medical practitioner, the tenant has a defence against any such application in the Tribunal.

Renting out residential premises is a business activity, and it is an expectation of conducting business that all appropriate insurances are held. Agents occasionally need to be reminded that they should be supporting their landlords to know and understand their rights and obligations as well.

Case Study 1 – Tenant with AVO

In this matter Margaret* sought our advice to break her lease due to domestic violence. The tenant and her four children were living in fear as the ex-husband was aware of the address of this property where they lived.

Margaret had a finalised apprehended violence order and documents from the police as evidence.

Margaret wanted to move away to reduce this serious fear for herself and her children.

She was in a current twelve month fixed term agreement at this property. There was no applicable break of lease fee so the tenant was liable for rent until a new tenant was found.

The major downfall in this matter, as in many similar matters, was that the ex-husband was never on the lease. The relationship breakdown and violence had already commenced when the tenant chose to move to this property. The perpetrator then found the address and would regularly drive by the property, inciting fear.

Under the current *Residential Tenancies Act 2010 (NSW)* unless the perpetrator is on the lease either as a co-tenant, occupant or former co-tenant there are minimal options for tenants experiencing domestic violence to leave a fixed term agreement without penalty, even with the evidence of a final AVO.

The only option usually remaining to these tenants is to make an application to end the tenancy due to hardship. This is often difficult to verify in the NSW Civil and Administrative Tribunal (NCAT) where tenancy matters are heard, and every NCAT member has a different interpretation of the meaning of the term ‘hardship’ and what constitutes this. The tenant in this matter decided against this option as she did not want to discuss the matter before the Tribunal, a common and understandable issue in these sensitive matters.

The other option left in this matter was to seek resolution at the discretion of the landlord. Our service wrote to the landlord twice explaining the difficult circumstances of the matter as well as providing him with the police and local court documents, but the landlord used his discretion to decline this request as he is permitted to do under the legislation.

Margaret then had to continue paying rent on this property until a new tenant was found, whilst struggling financially with the moving costs and rent for a new property.

*Not the tenant's real name

Case study 2 – Domestic Violence and TICA (Tenancy Databases)

Sylvia* sought our service's assistance as her applications were constantly being rejected for rental properties in the area. She had recently fled from one town to another due to domestic violence. The tenant took her six children and left. She then began trying to secure a rental in the private market and her applications were continuously rejected due to being recorded on TICA, a tenancy database. During this time Sylvia was paying over \$700.00 per week for accommodation in a hotel from her \$800.00 per week government benefit.

The previous tenancy that the woman and her children had fled from had been through FACS Housing, which does not list its previous tenants on TICA's tenant history database. Therefore, when the tenant made her first contact with our service, we could not understand how this led her to be listed on TICA's database.

It was then found by our service that Sylvia's name was on a 'public record database' which was separate to TICA's 'tenant history database'. The names on this list were automatically taken from the online NSW Civil and Administrative Tribunal (NCAT) hearing lists. These lists record no information about the particulars and have no way to show the actual outcome or substance of the Tribunal hearing.

The hearing on Sylvia's matter did not proceed as she entered into a payment plan to pay back a debt she had incurred to Housing NSW and as the public housing provider were happy with this result they withdrew the matter from the Tribunal. However, the matter identifying the woman's name was still taken from NCAT's online list and recorded on the public record database. Real estate agents had access to this database and were declining Sylvia opportunities for private rental on these grounds with no further information.

To resolve this matter in the interests of safety for Sylvia and her children, an application was made to NCAT against two respondents: 1) TICA and 2) Housing NSW. TICA made the argument that the public record database did not fit the definition of a 'tenant database' under the *Residential Tenancies Act 2010 (NSW)*. Housing NSW had no knowledge of this public record listing and it was evident they had followed their own policy by not listing the tenant with TICA.

Tribunal orders were made that TICA was to remove the listing from the public record database within seven days. Sylvia was then able to secure a private rental for herself and children in their new location. We understand the practice of 'name harvesting' by TICA has now ceased due in part to the Tribunal findings from this case, and to strong advocacy from Fair Trading.

*Not the tenant's real name

Case study 3 – Property Damage Issues in Domestic Violence Incidents

Helen was living with her two year old daughter in an isolated town several kilometres outside a major town, and contacted our service for urgent assistance when her former partner caused

damage to the house during a domestic violence incident. The ex-partner had been removed from the lease six months beforehand and breached an AVO which had allowed contact but he had no right of entry to the property. Renting privately through a real estate agent, Helen called police immediately to report the incident and to prevent further property damage. She also notified the real estate as soon as possible.

At the time Helen was twelve weeks pregnant and was fearful for her safety because although the AVO was amended for no contact, the ex-partner was released on bail after being charged. As the male was on the premises unlawfully during the incident and the tenant did not intentionally or negligently cause or permit the damage, she was not in breach of s.51 of the *Residential Tenancies Act 2010 (NSW)* under 'Use of premises by tenant'. She had also complied with s. 54 of the Act by notifying the real estate and the police about the damage which included a smashed window.

The landlord and real estate needed to be firmly reminded by our service that the tenant did not breach her tenancy agreement and that in these circumstances the landlord was responsible for the repairs under the Act, including making the property reasonably secure under s.70. The real estate were still insistent that the tenant pay for repairs and adding to Helen's distress, the landlord made direct contact with her, requesting a progress update about the repairs.

If she wanted to remain at the property and was unable to resolve the matter with the real estate, Helen's only option was to apply to the NSW Civil and Administrative Tribunal (NCAT) for orders to have the landlord take responsibility for repairs and making the property secure. She also had difficulty in obtaining reports and statements from the local police to fully support her case. To ensure the safety of herself and daughter, Helen wanted to move to a more secure property. Although the real estate agent appeared to give her positive tenancy references, when she applied for several properties through other agents she found that she was denied these tenancies and the properties were still listed for lease. She was eligible for relocation assistance through Victims Services but would suffer further hardship on vacating if the landlord persisted with holding her responsible for repair costs. Helen chose not to proceed to Tribunal and paid for the repair costs herself.

Within two months of the domestic violence incident Helen was able to relocate to a safer property, but after completion of damage repairs to the current house the real estate continued to create difficulties. Excluding Helen from the final property inspection, the agent claimed there were still repair issues for her to deal with, even making further claims while her bond claim was being processed. Again, if Helen had not been able to resolve these with the agent the only course of action was to take the issues up in NCAT.

*Not the tenant's real name

Case Study 4 – Break of Lease Issues and Domestic Violence

Karen, an Aboriginal woman with a small child, had suffered several domestic violence incidents before reporting her partner and moving to a refuge, within three months of starting a six month tenancy in a large town through a real estate agent. Her partner lived with her but was not on the lease and Karen wanted to break her lease early to move. She was not seriously injured in the latest incident but had been injured on the previous occasions which went unreported. An interim AVO was in place and Karen contacted our service from the refuge, not feeling safe to return. There were no locks on the windows at the house and bathroom and toilet facilities were outside. While no damage was caused to the property so far and the

partner did not have keys to the house, Karen was unsure of whether he might return at any time to cause damage or injury.

He had been involved in another violent incident after assaulting Karen. While she was in the refuge, her partner was in hospital for a time after sustaining several injuries in a physical dispute with another man. He also started breaching the AVO by making phone contact with Karen several times and wanting to return to the property. Karen was receiving assistance from her local family support service and notified the real estate of the domestic violence, requesting for the property to be made secure and for her lease to be broken without penalty. However, as the partner was never on the lease there was no guarantee the landlord would agree to her break of lease request.

The real estate was sympathetic to Karen's circumstances, but because her partner was not on the lease the agent was holding her responsible for a break of lease fee of six weeks' rent. As an alternative, the real estate was willing to have Karen pay rent until a new tenant could be found and the agent advertised the property. However, with minimal interest from prospective tenants, Karen would be paying several weeks' rent for a house where she was not safe. After delays in obtaining a copy of the tenancy agreement from the agent, our service confirmed that only a four week break of lease fee was required if the tenant was vacating after the first three months.

Karen was anxious to move as soon as possible, and she was approved for 'Start Safely', a NSW government initiative which provides a two year rent subsidy for private rentals. Not wishing to wait indefinitely for a new tenant to be found, her other options were limited and either would incur the break of lease fee. She could terminate her tenancy in a few days' time once the three month period had lapsed, or lodge an NCAT application asking for early termination due to hardship which would require a high level of proof. In this matter in accepting early termination, the real estate allowed Karen to pay off the break of lease fee by instalments. While this matter had a better outcome than many similar cases, this final concession was at the landlord's and agent's discretion and Karen still experienced considerable distress until agreement was reached about payment of the break of lease fee.

*Not the tenant's real name

Case Study 5 – Break Lease with AVO exclusion

Sally* is a 69 year old lady who contacted our service after being referred by a friend. She and her boyfriend George* were in a fixed term tenancy agreement together in a small country town when domestic violence became an issue. Sally left the property in accordance with Police recommendations, and an AVO was taken out against George at the same time.

Sally was paying her share of the \$300.00 per week rent. She had no income, and was about to apply for a pension. The Police told Sally to tell the agent to end the agreement, but the agent refused, and threatened to put Sally on TICA.

We advised Sally that as there is an AVO in place with exclusions saying that she couldn't go back to the property, she could write to the REA and issue a 14 day termination notice under the Act, early termination due to domestic violence. Sally said she had already told the REA that she couldn't go back to the house.

We referred Sally to the Tenants Union website to get our sample letter terminating her tenancy due to domestic violence, and reminded her to keep a copy of the letter.

We told Sally that she should not be listed on TICA as she has not breached the agreement.

If REA intend to list on TICA, they have to give her notice in writing of the intention and the content of the listing within 7 days of the listing. Sally can dispute the listing, and due to the domestic violence, we will represent her if she needs us.

*Not the tenant's real name

Case Study 6 – DV, mental health and TICA listing

Holly* was referred to NEWTAAS by a Family Support Service who were working with her in attempting to secure rental accommodation. Due to Holly being placed on TICA in relation to a previous co-tenancy, securing rental accommodation within the private sector was an impossible task.

Holly had previously rented through a real estate agent for a period of 9 years with her then partner and co-tenant Barry*. It is unknown if domestic violence was an ongoing factor in their relationship for this entire period, however it was the reason why Holly was forced to leave the tenancy and property.

At that time, Holly could have given 3 weeks notice to both Barry and the agents in order to end her tenancy. Due to her poor mental health and lack of tenancy knowledge, Holly did not give notice to end her tenancy nor did she tell the agents she was leaving.

When Holly left the property she was hospitalised, she then spent time in a rehabilitation facility and from here she went to live with her mother. In all that time, she remained on the residential tenancy agreement.

Holly does have a final AVO in place against Barry. However, this was only put in place after she vacated the property due to communication issues with Police. At the time of leaving the property, there was no damage, however they were in minor rental arrears.

Barry vacated the property approximately 3 months later.

Holly has since been listed on TICA in relation to an outstanding debt of \$9,170.60 due to rental arrears and damage. The agents have informed us that the landlord of the property proceeded with an insurance claim as the property was so badly damaged when Barry left. The damage cost were not passed on to the tenants by the landlord. This does not stop the insurance company from pursuing this debt with the tenants. The debt Holly was listed for was solely for rental arrears.

Holly acknowledges her errors and is trying to address this issue. Unfortunately for Holly, as she was a co-tenant with Barry, and her name was never removed from the tenancy agreement, under the terms of the Residential Tenancies Act 2010, she is equally liable for rent up to the date Barry provided vacant possession.

We are now attempting to work towards convincing the agents that Holly should only be liable for half the arrears amount up until the date she vacated the property. We hope that the agents will agree to accept a repayment plan and once Holly has paid this debt, remove her name from TICA.

Unfortunately, the Residential Tenancies Act 2010 does not support our argument therefore we have no legal basis to pursue this argument, we are relying upon the goodwill of the landlord in acknowledging that Holly is doing her best to address this issue.

*Not the tenant's real name

Case Study 7 – Co-tenancy with Interim AVO

Jodie* is 19. Four months into her 12 month fixed term tenancy with her ex-partner and co-tenant Peter*, there was an incident of domestic violence, which the Police attended. Jodie left the property the same night, and the Police took out an interim AVO against Peter. This incident occurred on the Friday night.

On the Monday morning, Jodie contacted the real estate agent to advise them of what had occurred and of the fact that she was no longer living at the property. She provided them with her forwarding address. They told Jodie they would get back to her. Some weeks later, they called Jodie and confirmed that Peter had left the property and they owed the landlord \$750.00.

Jodie had no knowledge of the breakdown of this and is currently in the process of ascertaining these details from the agents.

For Jodie, given the AVO was not final at the time she was forced to leave the property, Section 100(1)(d) of the Residential Tenancies Act 2010 does not apply. That is, she is not able to give 2 weeks notice to end her tenancy as the AVO was interim, not final.

Both parties therefore remain equally liable until Peter provided vacant possession of the property. Jodie is equally liable for any damage caused by Peter and for any rental arrears accumulated by Peter after she left the property.

Jodie's only option is to try and negotiate repayment of half of the debt with the agents in hope that they will accept this as her meeting her obligations and then pursue the remainder of the debt with Peter. They are not obligated to do this, however, and often agents will pursue the total debt with whichever tenant is willing to try and address the issues, not the tenant who fails to do so.

Co-tenants are often affected by this practice of addressing outstanding tenancy issues/debts with only one party.

*Not the tenant's real name

Case Study 8 – When leaving isn't leaving

Lucy*, her 3 children and her ex-partner / co-tenant Harry* rented together for approximately 3 months after which time their relationship broke down and Harry moved out.

Harry retained his set of keys for the property however, refusing to give them back. Harry used these keys to access the premises as he pleased. Lucy was advised by the Police that there was nothing they could do to stop this as Harry was a co-tenant as per their residential tenancy agreement and was therefore entitled to access the premises, despite the fact he was no longer living there. Lucy was aware that Harry and the Police Officer played on the same sports team in their small town.

Lucy did not feel safe given her volatile past with Harry and the fact he could come and go as he pleased and there was nothing she could do about that, and on advice from the closest Women's Shelter, she took out an interim AVO against him and also gave the appropriate 3 weeks notice to terminate the residential tenancy agreement.

Lucy vacated the property immediately but was left having to pay rent for another 3 weeks, placing her in financial hardship. There was also no way of protecting the property over the next 3 weeks given that Harry was still accessing the premises.

Lucy plans on making arrangements with the agents to conduct the outgoing inspection as soon as possible at which time she will also return her keys, arguing that she is effectively returning vacant possession. She hopes that given the property will be vacant the agents will be able to relet it quickly therefore reducing the compensation payable.

The agent is unwilling to contact Harry at all about ending the tenancy. The issue of Harry still having a set of keys however may result in the locks having to be changed which will come at an equal cost to both parties despite the fact Lucy is not at fault.

Lucy was referred by her very concerned Mum.

*Not the tenant's real name

Case Study 9 – TICA listings

Sarah* contacted us from a small country town, having been referred by a church member. She has discovered that she has been listed on a tenancy database by her previous landlord. She had left that tenancy with her two children. Her partner had stayed in the tenancy, and Sarah had not been removed from the tenancy agreement. Sarah had relocated and did not have an AVO against her former partner. Sarah has been listed for rent arrears, water and damage to premises of \$4,355.00.

We are applying to NCAT to have the listing removed.

*Not the tenant's real name

Case Study 10 – Debt and repairs

An advocate on duty at Tribunal assisted Georgina*, whose landlord had applied for termination of the tenancy, payment of rent arrears and for her to repair damage. The damage had occurred during a domestic violence incident by an authorised occupant, and included holes in walls, broken windows, and doors kicked in. Georgina, who is an Aboriginal woman with two children, and is pregnant, cannot afford to relocate. She was made redundant recently when the business she worked for closed down, and has been struggling to find another job. The landlord's real estate agent was very aggressive to Georgina in conciliation, telling her to give up and move in with her parents and that she'd be listed on a tenancy database. The advocate explained that the landlord should be using their insurance for the repairs, as Georgina had been unable to prevent her previous partner, now incarcerated, from damaging the premises. The agent refused to accept a payment plan. The matter went to hearing, and the advocate argued Georgina's case. The matter was settled with a payment plan for the arrears,

but the landlord continues to press the case for the damage. Georgina, who is frightened that she and her children will become homeless, has agreed to have the repairs done over time.

*Not the tenant's real name

Case Study 11 – Small town tenancy

Mary* contacted us needing advice on how to break her tenancy agreement. She was in a violent relationship. Her partner Brian* was initially on the agreement, but was taken off by consent when the relationship ended. Brian has now returned to their small town, and Mary wants to relocate closer to her family. She had started a new job only two weeks previously, but had to quit three days ago because of renewed violence from Brian. Mary forfeited her bond to pay a four week break fee to the landlord to end the tenancy.

*Not the tenant's real name

Case Study 12 – History of domestic violence

The co-tenants Sandra* and Phillip* were in a co-tenancy in a major regional town. They had a four year disabled son and an eighteen month old toddler.

There was a history of domestic violence in the relationship, and Sandra had had a finalised AVO on her partner Phillip some years previously, but had agreed to reconcile after Phillip underwent anger management counselling.

In recent months the relationship had again deteriorated, and after a serious incident in which Sandra was physically assaulted in front of the children, and holes kicked into two walls and a window broken, Phillip left the premises, taking most of his belongings. Sandra locked and barricaded the door behind him.

The domestic violence had been reported to the Police, but no arrangements had yet been made for an interim AVO. Sandra contacted the community service responsible for domestic violence support later that night, and they confirmed her contact with Police, and told her to contact NEWTAAS the next morning.

Sandra contacted for advice about the co-tenancy arrangement. Sandra wanted to retain the tenancy and have Phillip removed as a co-tenant. Her home is conveniently located near her son's specialist pre-school

Right now, as the law stands, Sandra cannot end Phillip's co-tenancy without his consent and the consent of the landlord unless she has a final AVO that excludes him from the premises.

This means that she needs to try and get an agreement from Phillip to come off the residential tenancy agreement, and then an approach can be made to the landlord through her real estate agent.

We can help from that point, we can't help with the conversation between the two of them, but Sandra can do this with the support of a community worker. If Phillip does not agree to end his co-tenancy, then he is entitled to continue to live at the premises and Sandra cannot change the locks against him.

Residential Tenancies Act 2010 Section 75(1) and (2) come into play, and the landlord can unreasonably refuse to transfer the whole of the residential tenancy agreement to Sandra, so we will encourage the landlord to negotiate the change of agreement.

Sandra was encouraged to use the support service as they can be there with her while she has the conversation with Phillip, and then attend the premises so that she's not alone when he comes to give up his keys and pick up the rest of his belongings. They will also make a useful witness if things go wrong and Sandra needs urgent Police assistance.

The advocate also discussed the damage to the premises caused by Phillip during the incident. Under tenancy law, co-tenants are jointly and severally liable. This means that the landlord can make an application for compensation to the NSW Civil and Administrative Tribunal for the costs of repairing the damage, and that application will be made against Sandra and Phillip together. In this case, as Phillip caused the damage, the Tribunal will make a money order, but it will be made against Sandra and Phillip, and they are both responsible for paying all of that amount of money. As the landlord's agent is easily able to find Sandra, as she wants to continue in the tenancy, she will most likely end up paying all of the debt. She is able to take civil action against Phillip in the Local Court to recover the money, but this will incur additional costs to pursue, and NEWTAAS will refer her for legal advice to help her through that process.

A whole lot of purple!
The display table ready for a Homelessness Connect Day in Dubbo.



A Snapshot of NEWTAAS

The New England and Western Tenants Advice and Advocacy Service Inc. is funded by Fair Trading NSW as part of the consumer protection program. The Program is funded from the interest on the Rental Bond Interest Account and the Property Services Statutory Interest Account. Program guidelines detail the criteria which services must meet.



NEWTAAS Inc. is an incorporated association with a volunteer Management Committee.

The Service has three offices in the larger towns in the region, and is funded for 4.5FTE staff.

The Service employs six staff, in a mix of part and full-time positions. The Service's Tenant Advocates, Assistant Service Manager and Service Manager provide tenants across the region with face-to-face, telephone, email, and written information and advice. Where tenants meet the Service's client intake

criteria, the Service provides advocacy and representation in the NSW Civil and Administrative Tribunal.

Tenant Advocates, the Assistant Service Manager and the Service Manager conduct Community Education sessions across the region in schools, tertiary institutions and in partnership with community organisations across the region with the goal of educating current and future tenants about their rights and responsibilities under tenancy law.

NEWTAAS has been assisting tenants for nearly fifteen years, and during that time has helped more than 17,439 tenants with 20,267 matters.



In trouble with renting?



We are providing free training to community services whose clients might be:

- ✗ Escaping domestic violence
- ✗ Listed on a “bad tenant” database or have a bad history
- ✗ Homeless and looking for a home to rent
- ✗ Young people moving out of home
- ✗ Families with children struggling to keep their homes
- ✗ Living in poor conditions that impact upon their health and relationships
- ✗ People with disabilities renting their homes in the community
- ✗ Facing eviction from their homes
- ✗ Older people needing support to stay in their homes

Many people don't realise that their rented home is a legal contract. Until it comes crashing down, many of our clients don't understand the significant costs involved when a tenancy ends badly.

In two hours, we can teach you:

- ✓ The basic operation of a tenancy contract
- ✓ The rights and responsibilities of your clients
- ✓ How to improve your client's chances at getting a tenancy
- ✓ What resources are available and how to use them



We are delivering this training all over our region. Participants are consistently telling us that the training is useful to them and helping them get better outcomes with their clients.



We're a community service who provides tenants with information and advice, and we will advocate for the most disadvantaged tenants to help them resolve their tenancy issues with their landlords. We cover 57% of NSW, with offices in Armidale, Tamworth and Dubbo.

We will travel to deliver the training to groups of 10-15 community workers.

If your service is interested and can get a small training group together in your town, call us on 02 6772 4698 or email us at newtaas.admin@gmail.com with some proposed dates and we will arrange to come to you.

New England and Western Tenants Advice and Advocacy Service Inc.

Minto 3, 161 Rusden St, ARMIDALE ♦ 1/80 Gipps St, DUBBO
♦ 422-426 Peel St, TAMWORTH ♦ www.tenants.org.au
Fax 02 6772 2999 ♦ Phone 02 6772 4698 ♦ newtaas@gmail.com

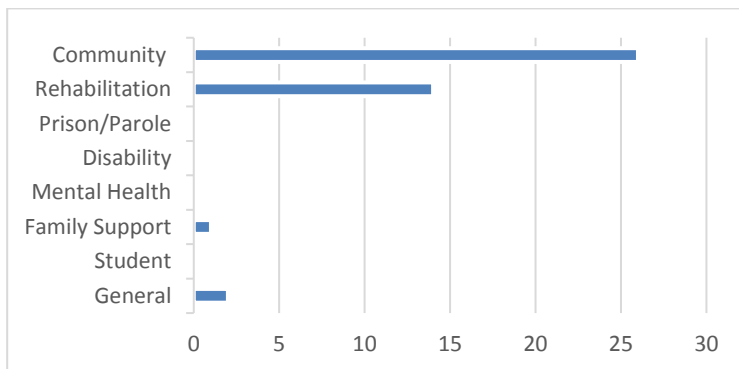
Community Worker Education

We provide a training program for workers in the community, providing them with support for easily resolvable issues, and teaching them how to use the resources available on the Tenants Union website, which is partly funded by the Tenants Advice and Advocacy Services.

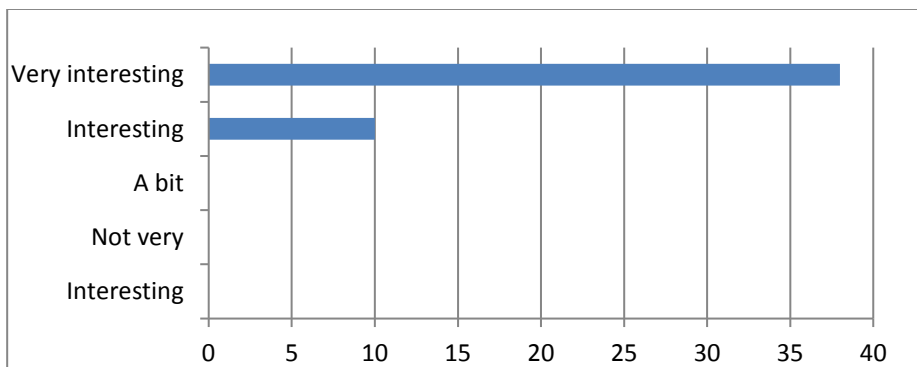
From our perspective, the most important thing they learn is to know their limits, and if they can't find the answers to their questions, to contact us for advice. As the caseworkers on the ground, we want them to be providing effective support to their clients, and having them assist and guide their clients to keep good tenancy records, to follow up in writing, and to follow the correct process is invaluable in building good tenancy habits for clients who are often in marginal tenancies.

Here's a summary of their evaluations from this year:

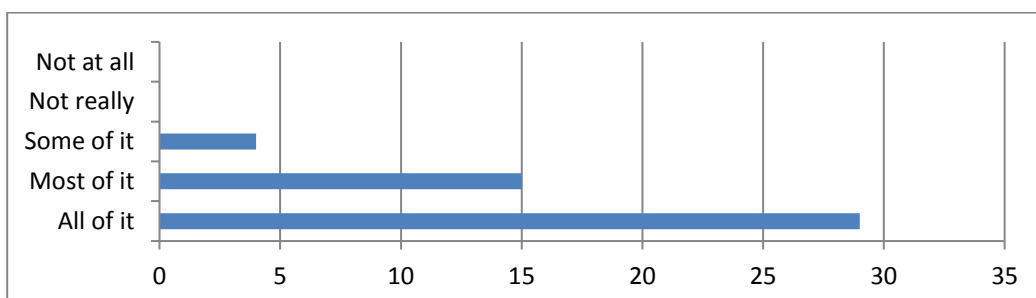
Worker type:



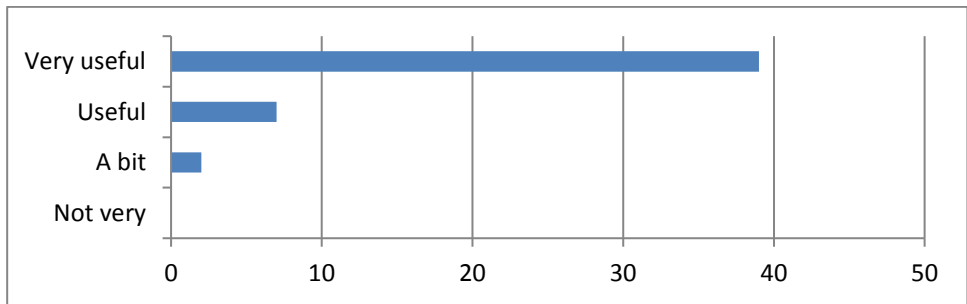
Found the training interesting:



Could understand the training:



Found the training useful for their work:



When asked what about the training they really liked, the workers said:

- All the information given & discussed
- Discussing the importance of the property condition report
- bond claim for tenants
- Very informative, good sound structured advice
- Legal information I was not aware of
- The interaction from everyone
- Gaining usable info not previously aware of
- resources to be able to help
- session was delivered clearly and easily understood
- All
- Presented in a way that was easy to understand
- ability for interaction
- information
- tenancy resume
- who pays for water under what circumstances. TICA
- the session was easy to follow
- the presenter was enthusiastic
- the holistic nature of the information
- informative
- examples given regarding topic spoken about
- understanding tenant's rights
- A very engaging presenter who has an excellent knowledge base
- New tenants check list
- The rules and regulations and clients rights
- the information provided, laws and rights of tenants
- the information provided, laws and rights of tenants
- Discussion re rights of tenants, sample letters, fact sheets
- useful discussion, presentation
- useful discussion, presentation
- Total talk
- Information I was not aware of TICA, online letter (rights)
- Interaction with Kerry
- the presenter

sample letters & internet information
 learned lots of useful stuff I wasn't aware of
 Informative for both tenants and landlords
 Loved it all!
 Well prepared and well presented
 Not too heavy going and yet informative
 everything
 Very well presented
 Presentation was very easy to understand, able to ask questions
 The rights of tenants. How they can protect themselves.
 The resources
 The industry knowledge and client focus
 Sample letters
 All good relevant information
 Learning about some of the rights tenants have and how to refer to try and solve these
 presentation clear - presenter knowledgeable
 The forms and practical things that will make working with clients easier
 Handouts and fact sheets will be very useful.
 The completeness of the session, from start to finish.
 The number of examples given
 All
 Gave me a sense of empowerment for my clients and myself.
 Learning about all of it was empowering
 Very informative, good to get updated information
 Fact sheets, information, all info was great
 All the information is relevant to our clients

When asked how we could improve the training, and ways we could help them learn more and the training could be more useful for them, the workers said:

Even a bit longer with more discussions regarding tenants rights regarding notices of termination
 not sure
 Better communication for our current tenancy management
 More time
 More info session to the people on the ground (tenants)
 would like a client and new staff session combined in the future.
 more time
 none, fantastic presentation
 Probably would be beneficial to have a slightly longer session - people still had questions
 more time
 Nothing
 longer session
 longer session
 Have it longer and have the opportunities for case studies - if possible
 none

none
Great presenter, clear - concise - happy
Bit longer
nothing
tenants rights tribunal, Rent It Keep It more frequently
More time, we were pressed for time
No
No
Having pages of factsheets number and more easy to find during delivery of presentation
More time
Maybe slightly longer
Maybe make the session 1/2 hour longer
Packs made up that we can provide to clients
Information on local Rent It Keep It courses
Nothing the interactions between the workshop were good
Maybe a format handout to better follow content
Have access to website and show how to use it.
Longer
Nothing

To us, there's a real tension and celebration to community engagement work. It adds to our already heavy workloads, but there's a real payoff for the people who need us most.

NEWTAAS staff also conducted regular community education throughout the year.

Here's a brief summary of what we did:

Breakdown by Session Type			
Session Type	Total	Participants	Total Hours
Group Advocacy	2	20	3.5
Information Sheets	3	70	3.5
Other Education Initiative	6	1184	30
Presentation / Workshop / Seminar	13	41	99
Total	24	1315	136

We conducted community education sessions at:

Moree	Gunnedah
Tamworth	Armidale
Dubbo	

We attended for:

Young tenants	Homeless Connect
Mental health support groups	HASI groups
Rent It, Keep It	Students

**NEW ENGLAND AND WESTERN TENANTS ADVICE AND
ADVOCACY SERVICE INCORPORATED
ABN 31 279 732 390**

**SPECIAL PURPOSE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2018**

New England and Western Tenants Advice and Advocacy Service
Incorporated (ABN 31 279 732 390)
(An Incorporated Association)

Special Purpose Financial Report

For the year ended 30 June 2018

Contents to the financial report

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Statement of cash flows	8
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Committee's Report

Your committee members submit the financial statements of the New England and Western Tenants Advice and Advocacy Service Incorporated ("NEWTAAS") for the year ended 30 June 2018.

Committee Members

The names of the Committee members throughout the year and at the date of this report are:

Anne Wolfenden (Chair)
Elizabeth Stahlut (Treasurer)
Christine Foord (Secretary)
Marjorie Henzell
Jim Foord
Brian Humphreys
Jennifer Bourke

Principal Activities

No significant change in the principal activities occurred during the year and the service continued with its objectives of providing information, advice and advocacy services to tenants across the New England, North West, Western and Far West of New South Wales.

The Grant funding contract with the Department of Fair Trading NSW was renewed as at 1 July 2016 for a further 3 years until 30 June 2019. This renewed funding contract introduced a change to the mix of activities that NEWTAAS is funded for. The change in mix of activities intensifies the existing focus on the most disadvantaged complex tenants within our region and Fair Trading now provide most of the straightforward phone advice. Financially, there has been a real decrease in funding of 10%, as the service is now funded for 4.5 (previously 5.0) Equivalent Full-Time workers.

After balance date events

There are no outstanding matters which the committee considers to be significant.

Going Concern

The financial statements have been prepared on a going concern basis as the current funding contract expires on 30 June 2019.

Operating Result

The operating deficit for the year ending 30 June 2018 is \$1, (2017 deficit of \$54,313).

New England & Western Tenants Advice & Advocacy Service Inc.

Signed in accordance with a resolution of the members of the committee:

Chair



Anne Wolfenden

Member



Dated: August 2018

New England & Western Tenants Advice & Advocacy Service Inc.

Statement of profit or loss and other comprehensive income for the
Year ended 30 June 2018

	2018	2017
	\$	\$
Revenue		
Grant – Core Funding	509,409	496,985
Grant – Non Core Funding	46,290	40,121
Reimbursable expenses	46	0
Other Income	3,640	0
Interest	6,501	6,289
Total revenue	565,886	543,395
Expenditure		
Salary and Related Expenses		
Salaries and Wages	363,601	411,007
On-costs	104,192	63,999
Total Salary and Related Expenses	467,793	475,006
Other Operating Expenses		
Phones & Communication	21,000	25,823
Language or Cultural Services	118	0
Depreciation	10,334	13,440
Operating Management	15,478	22,449
Office Expenses	8,119	9,950
Consumables	2,336	1,590
Insurance	4,490	6,850
Rent	23,637	23,804
Staff/Volunteer Training	1,156	1,585
Transport and Motor Vehicle Costs	11,424	17,211
	98,092	122,702
Total Expenditure	565,885	597,708
Current year deficit before income tax	1	(54,313)
Income tax expense	Nil	Nil
Net Current year deficit	1	(54,313)

Statement of profit or loss and other comprehensive income for the

New England & Western Tenants Advice & Advocacy Service Inc.

Year ended 30 June 2018 (Cont.)

Other comprehensive income

Items that will not be reclassified subsequently to profit or loss when specific conditions are met.

Nil

Nil

Items that will be reclassified subsequently to profit or loss when specific conditions are met

Nil

Nil

Total other comprehensive income for the year

Nil

Nil

Total comprehensive income for the year

1

(54,313)

Total comprehensive income attributable to members of the entity

1

(54,313)

The accompanying notes form part of these financial statements.

New England & Western Tenants Advice & Advocacy Service Inc.

Statement of financial position as at 30 June 2018

	Note	2018 \$	2017 \$
ASSETS			
CURRENT ASSETS			
Cash and Cash Equivalents		660,319	577,561
Accounts receivable and other debtors	2	2,109	5,828
Shares		10	10
Total Current Assets		662,438	583,399
NON-CURRENT ASSETS			
Plant & equipment	3	22,178	21,700
Total Non Current Assets		22,178	21,700
Total Assets		684,616	605,099
LIABILITIES			
CURRENT LIABILITES			
Accounts payable and other payables		19,426	43,513
Employee provisions	4	192,056	143,037
Other current liabilities	5	385,035	370,600
Total Current Liabilities		596,517	533,161
NON CURRENT LIABILITES			
Employee provisions	4	73,340	57,180
Total Non Current Liabilities		73,340	57,180
Total Liabilities		669,857	590,341
NET ASSETS		14,759	14,758
Equity		14,758	69,071
Retained surplus/(Deficit)		1	(54,313)
Total Equity		14,759	14,758

The accompanying notes form part of these financial statements.

New England & Western Tenants Advice & Advocacy Service Inc.

Statement of changes in equity for the Year ended 30 June 2018

	Equity
	\$
Balances at 1 July 2016	69,071
Comprehensive Income	
Deficit for the year attributable to members of the entity	(54,313)
Other comprehensive income for the year	Nil
Total comprehensive income attributable to members of the entity	14,758
Balance at 30 June 2017	14,758
Comprehensive Income	
Surplus for the year attributable to members of the entity	1
Other comprehensive income for the year	Nil
Total comprehensive income attributable to members of the entity	1
Balance at 30 June 2018	14,759

New England & Western Tenants Advice & Advocacy Service Inc.

Statement of cash flows for the Year ended 30 June 2018

	2018	2017
	\$	\$
Cash flows from operating activities		
Grant income	633,479	957,509
Interest received	6,501	6,289
Payments to employees	(400,231)	(468,757)
Payments to suppliers	(146,179)	(180,592)
Net cash (used in)/generated from operating activities	93,570	314,449
Cash flows from investing activities		
Payment for plant and equipment	(10,812)	(2,659)
Net cash used in investing activities	(10,812)	(2,659)
Net increase/ (decrease) in cash held	82,758	311,790
Cash on hand at the beginning of the financial year	577,561	265,771
Cash on hand at the end of the financial year	660,319	577,561

Note 1 Statement of Significant Accounting Policies

Basis of preparation

These financial statements are special purpose financial statements prepared in order to satisfy the financial reporting requirements of the *Australian Charities & Not for Profits Commission Act, 2012* ("ACNC") and grant funding conditions. The Committee has determined that the Association is not a reporting entity in accordance with the definition contained in AASB 1053.

The financial statements have been prepared on an accruals basis and are based on historic costs and do not take into account changing money values or, except where specifically stated, current valuations of non-current assets. The financial statements are presented in Australian dollars.

NEWTAAS is a registered charity under the ACNC and is classified as a medium entity. Under the ACNC reporting requirements NEWTAAS is required to apply the following six accounting standards as a minimum to the extent that they are relevant:

- AASB 101 Presentation of Financial Statements;
- AASB 107 Statement of cash flows;
- AASB 108 Accounting Policies, Changes in Accounting Estimates and Errors;
- AASB 1048 Interpretation of standards;
- AASB 1054 Australian Additional Disclosures.

The following significant accounting policies, which are consistent with the previous period unless otherwise stated, have been adopted in the preparation of this financial report.

(a) Income Tax

The Association is exempt from Income Tax and accordingly no provision has been made.

Notes to and forming part of the Financial Statements
For the Year Ended 30 June 2018 (Cont.)

(b) Plant and Equipment (PPE)

Plant and equipment are carried at cost less, where applicable, any accumulated depreciation.

The depreciable amount of all PPE is depreciated over the useful lives of the assets to the Association commencing from the time the asset is held ready for use.

When the written down value of PPE is Nil an assessment is made by management and a decision made to write off. Any subsequent profit on sale is recognised as revenue.

(c) Impairment of Assets

At the end of each reporting period, the Association reviews the carrying values of its tangible assets to determine whether there is any indication that those assets have been impaired. If such an indication exists, the recoverable amount of the asset, being the higher of the asset's fair value less costs to sell and value in use, is compared to the asset's carrying value. Any excess of the asset's carrying value over its recoverable amount is recognised in the statement of profit or loss and other comprehensive income.

(d) Employee Benefits

Provision is made for the Association's liability for employee benefits arising from services rendered by employees to the end of the reporting period. Employee benefits have been measured at the amounts expected to be paid when the liability is settled.

(e) Provisions

Provisions are recognised when the Association has a legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured. Provisions are measured at the best estimate of the amounts required to settle the obligation at the end of the reporting period. Redundancy provisions are measured in accordance with the minimum standards contained in the National Employment Standards and are essential given that NEWTAAS is dependent on cyclical government funding. These provisions may be required to be paid out immediately if the organisation was unsuccessful in winning one 3 year grant funding tender.

(i) Personal/Carers Leave

The Association records a potential liability for personal leave for all permanent part-time and full-time employees. The amount is measured at its nominal value at balance date and includes related on-costs. Although this provision does not comply with Accounting Standards, it represents the liability of NEWTAAS to employ casual staff or increase part time employee hours to cover time lost as

Notes to and forming part of the Financial Statements
For the Year Ended 30 June 2018 (Cont.)

part of their commitment to continuity of service delivery from a small organisation.

(ii) Locum

The Association's funding contract requires that a service be deliverable to all residential tenants in the New England, North West, Western and Far West areas of New South Wales. The entity records a potential liability for casual staff that may be required to satisfy periods of high demand. This includes ensuring continuity of service delivery during periods of orientation and training as new staff learn their roles. This provision does not comply with Accounting Standards and is measured by management's best estimate.

(f) Cash and Cash Equivalents

Cash and cash equivalents includes cash on hand, deposits held at call with banks, and other short-term highly liquid investments with original maturities of three months or less.

(g) Revenue and Other Income

Revenue is measured at the fair value of the consideration received or receivable after taking into account any trade discounts and volume rebates allowed.

Interest revenue is recognised when received.

Grant and Donation income is recognised when the Association obtains control over funds. Control over core grant income received occurs when it is applied in accordance with funding guidelines as set down in the funding agreement. The Association has no right to recognise funds as income unless they are applied in accordance with the funding agreement guidelines. Any excess funds remaining at the end of the grant period are to be repaid to the funding body. If grant conditions are not satisfied the revenue is deferred and recognised as a liability.

All revenue is stated net of the amount of goods and services tax (GST).

(h) Leases

Lease payments for operating leases, where substantially all the risks and benefits remain with the lessor, are charged as expenses in the periods in which they are incurred.

(i) Goods and Services Tax (GST)

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). Receivables and payables are stated inclusive of the amount of GST receivable or payable. The net amount of GST recoverable from, or payable to, the

New England & Western Tenants Advice & Advocacy Service Inc.

Notes to and forming part of the Financial Statements For the Year Ended 30 June 2018 (Cont.)

ATO is included with other receivables or payables in the Statement of Financial Position.

(j) Going Concern and Economic Dependence

NEWTAAS is dependent on Fair Trading - Department of Finance and Services for the majority of its revenue used to operate the business. There is a current funding contract in place ending 30 June 2019. At the date of this report the committee have no reason to believe the Commissioner for Fair Trading, Department of Finance and Services will not continue to provide funding to NEWTAAS into the foreseeable future. As a result the financial statements have been prepared on a going concern basis.

Notes to and forming part of the Financial Statements
For the Year Ended 30 June 2018 (Cont.)

Note 2 Accounts receivable and other debtors

	2018	2017
	\$	\$
Accounts Receivable	1,964	1,057
Prepayments	Nil	3,891
Reimbursable Expenses	145	(74)
Bond – Guarantee Minto Lease Armidale	Nil	954
Total Trade and Other Receivables	<u>2,109</u>	<u>5,828</u>

Note 3 Property, Plant and Equipment

	2018	2017
	\$	\$
Office Equipment	49,645	52,471
Less: Accumulated Depreciation	(27,467)	(30,771)
Total Property, Plant and Equipment	<u>22,178</u>	<u>21,700</u>

	2018
	\$
Carrying amount at 30 June 2017	21,700
Asset Purchases	10,812
Profit/Loss on disposal of Equipment	Nil
Depreciation	(10,334)
Closing Balance at 30 June 2018	<u>22,178</u>

Notes to and forming part of the Financial Statements
For the Year Ended 30 June 2018 (Cont.)

Note 4 Employee Provisions

	2018	2017
	\$	\$
Current		
Annual Leave	55,658	53,342
Long Service Leave	47,051	41,374
Personal/Carers Leave	38,318	39,345
Locum & Salaries	46,364	Nil
Time in Lieu	4,665	8,976
	<u>192,056</u>	<u>143,037</u>
Non Current		
Redundancy	73,340	57,181
	<u>73,340</u>	<u>57,181</u>

Note 5 Other Current Liabilities

	2018	2017
	\$	\$
Income in Advance	386,929	373,586
Tax Payable/(Receivable)	(1,894)	(2,986)
	<u>385,035</u>	<u>370,600</u>

Note 6 Leasing Commitments

Operating Lease Commitments

	2018
	\$
Rent of offices in Armidale, Dubbo and Tamworth Payable – minimum lease payments:	
– not later than 12 months	24,675
– between 12 months and five years	Nil
– greater than five years	Nil
	<u>24,675</u>

Notes to and forming part of the Financial Statements
For the Year Ended 30 June 2018 (Cont.)

The Armidale office Minto property lease is intended to be a non-cancellable lease with a two-year term ending on 30 June 2019, with rent payable monthly in advance. There are contingent rental provisions within the lease agreement requiring that the minimum lease payments shall be increased by a maximum of the Consumer Price Index per annum. A lease has been prepared but is yet to be signed and so NEWTAAS' current commitment is to pay one month rent in advance.

The other offices are located in Dubbo and Tamworth. Both these offices have an informal Memorandum of Understanding ("MOU") in place which provides for the option of either party giving one month's notice. In reality, these arrangements are reviewed on an annual basis.

The MOU in Dubbo provides for an estimated term to the end of June 2019 with CPI increments. This is because NEWTAAS agreed to meet the costs involved in relocating within the Dubbo Neighbourhood Centre. Rent is payable quarterly in advance.

The Tamworth office is a single office sublet under an MOU with Disability Advocacy NSW, with rent payable monthly in advance.

Note 7 Contingent liabilities and capital commitments

Contingent liabilities

To the best of the manager's and members of the Committee's knowledge and belief there are no contingent liabilities at balance date.

Capital commitments

To the best of the manager's and members of the Committee's knowledge and belief there are no other capital commitments at balance date.

Note 8 Related Parties

There were no known related party dealings.

Note 9 Events after the end of the Reporting Period

No matters or circumstances have arisen since the end of the financial year which significantly affected or could significantly affect the operations of the Association, the results of those operations, or the state of affairs of the Association in future financial years.

New England & Western Tenants Advice & Advocacy Service Inc.

Statement by Members of the Committee
For the Year Ended 30 June 2018

The Committee has determined that the Association is not a reporting entity and that these special purpose financial statements should be prepared in accordance with the accounting policies outlined in Note 1 to the financial Statements.

In the opinion of the Committee and in accordance with the *Australian Charities & Not for Profits Commission Act, 2012*, the attached special purpose financial statements:

1. Present a true and fair view of the financial position of New England and Western Tenants Advice and Advocacy Service Incorporated as at 30 June 2018 and its performance for the year ended on that date.
2. At the date of this statement there are reasonable grounds to believe that New England and Western Tenants Advise and Advocacy Service Incorporated will be able to pay its debts as and when they become due and payable.

This statement is made in accordance with a resolution of the Committee and is signed for and on behalf of the Committee by:

Chair



Anne Wolfenden

Member



Dated:

August 2018

Independent Audit Report to the members of New England and Western Tenants Advice and Advocacy Service Incorporated

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements, being special purpose financial statements of New England and Western Tenants Advice and Advocacy Service Incorporated (the Association), which comprises the statement of financial position as at 30 June 2018, and the statement of profit or loss and other comprehensive income, the statement of changes in equity and statement of cash flows for the year then ended, including a summary of significant accounting policies, other explanatory notes and the members' declaration.

In our opinion, the accompanying financial statements of the Association are in accordance with Division 60 of *Australian Charities and Not-for-profits Commission Act 2012*, including:

- (i) giving a true and fair view of the Association's financial position as at 30 June 2018 and of its performance for the year ended on that date in accordance with the accounting policies described in Note 1; and
- (ii) complying with Australian Accounting Standards to the extent described in Note 1 and complying with the *Australian Charities and Not-for-profits Commission Regulations 2013*.

Basis for Opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Report* section of our report. We are independent of the Association in accordance with the auditor independence requirements of the *Australian Charities and Not-for-profits Commission Act 2012* and the ethical requirements of the Accounting Professional and Ethical Standards Board's *APES 110 Code of Ethics for Professional Accountants* (the Code) that are relevant to our audit of the financial statements in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of Matter - Basis of Accounting

We draw attention to Note 1 to the financial statements, which describe the basis of accounting. The special purpose financial statements have been prepared for the purpose of fulfilling the Associations' financial reporting responsibilities under the *Australian Charities and Not-for-profits Commission Act 2012* and its members. As a result, the financial statements may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Responsibilities of Management and those charged with Governance

Management is responsible for the presentation and fair presentation of the financial statements in accordance with the *Australian Charities and Not-for-profits Commission Act 2012*, and for such internal control as management determines is necessary to enable the preparation of the financial statements is free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is responsible for assessing the Association's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Association or to cease operations, or has no realistic alternative but to do so.

Auditor's Responsibility

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

Forsyths

Chartered Accountant


Geoffrey W Allen

Principal

92 Rusden Street, Armidale

Dated this 21st August 2018