

NEW ENGLAND AND
WESTERN
TENANTS ADVICE
AND
ADVOCACY SERVICE
INCORPORATED



ANNUAL REPORT

2019–2020

New England and Western



Incorporated



Tenant Advocate – Dubbo – Linda Grady
Tenant Advocate – Tamworth – Robert Yen
Tenant Advocate Armidale – Emma Knight
Tenant Advocate – Remote – Mark West

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

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
33 Church Street
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 5.00pm, Monday to Friday
If there's no answer, we're already on the phone. Please leave a message.

The Service provides face to face and telephone appointments by arrangement

New England and Western Tenants Advice and Advocacy Service Inc.

Annual Report 2019-2020

Table of Contents

Purpose Statement	4
Objectives	5
NEWTAAS Management Committee Members	6
Reports	
President's Report	8
Service Manager's Report	9
Statistics	10
What the Statistics Mean...and the impact of COVID-19	13
Case Studies	17
COVID-19 and the impact upon tenants in our region	26
A perspective on the COVID-19 lockdown from Emma	33
The Golden Warren	34
Cases with impact: <i>Gatsby, Thelfro and Moore</i>	37
Snapshot of the Service	40
State Electorate Reports	
Tamworth	42
Northern Tablelands	46
Dubbo	50
Barwon	54
Special Purpose Financial Report	41
Committee Report	2
Statement of profit or loss and other comprehensive income	4
Statement of financial position	6
Statement of changes in equity	7
Statement of cash flows	8
Notes to the financial statements	9
Statement by Members of the Committee	16
Independent Audit Report	17

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)



Now retired, Anne has worked in the housing space for many years. Anne brings her long experience in the provision and management of tenancies, and working to increase tenant participation in the community sector and 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 – current)
Member (2010 – current)



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

Chris has a long history in local government and community services. 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 – current)
President (2011 – 2017)



Marjorie was a founding member of the NEWTAAS Management Committee in 2010. Marjorie has a commitment to social justice and believes in a right to safe and secure housing.

Now retired, Marjorie was a Senior Social Worker for Human Services in Armidale, working with clients in the North West Region.

Brian Humphreys – Member (2013 – current)



Brian has a long interest in social justice. After many years with Centrelink, and then with Centacare New England North West, Brian has now retired.

Brian joined the Committee at the 2013 Annual General Meeting.

Jennifer Bourke – Member (2018 – current)



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.

Jenny joined the Committee in June 2018.

Noel Marshall – Member (2019 – current)



Noel has extensive experience working with the most disadvantaged in the community, having worked for Housing NSW for nearly twenty years. He currently volunteers with a number of organisations in Uralla, and maintains an interest in community, community development and social fairness.

Noel joined the Committee in October 2019.

Management Committee Members as at 30 June 2020

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

President's Report



This year has been challenging for all organisations, families, tenants and our staff.

The COVID-19 pandemic has seen our staff working from home since March 2020, and Robert leaving to return home to greener pastures in Papua New Guinea.

We have been fortunate to have our locum Mark giving advice due to being short staffed with the Armidale vacancy and KerryAnn on leave, for which we thank him very much. We were very happy to welcome Emma to the Armidale office and she is making a valuable contribution.

KerryAnn, Tamara, Emma and Linda have done a wonderful job of keeping the organisation running during this trying time. There have been unprecedented problems with landlords and tenants needing advice due to a range of extra issues caused by COVID-19.

Although there have been no face-to-face Tribunal hearings, the phone hearings have caused extra work, and our staff have been busy creating new ways to engage with tenants and landlords. KerryAnn's report will outline the statistics and all the work the staff have done during the year.

A big thank you to KerryAnn and Tamara, for leading the Service over this past year. I know they have had to put a lot of extra work in over the pandemic to make sure that the service continues to be delivered, with the challenges of working from home.

During this time, our Dubbo office has relocated and significant building work is continuing at the Dubbo Neighbourhood Centre, where we are co-located. In addition, there has been a lot of policy work to make sure we are compliant with the COVID-19 regulations on social distancing, and offices have had to be rearranged before the staff can return to work.

Also, I would like to thank the Committee members, Marjorie, Libby, Brian, Jenny, Noel and Chris for their commitment during the year. The Zoom committee meetings have been a useful way around not meeting face-to-face and have allowed us to keep in touch with the Service and meet our obligations to NEWTAAS.

Hopefully, the next year will see things get back to a relative normality.

A handwritten signature in black ink, which appears to read 'Anne Wolfenden'. The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Anne Wolfenden
President

Service Manager's Report

I always start these reports by saying that it's been a remarkable year, but 2020 has certainly exceeded all expectations. Like every organisation, we have been, and continue to be, affected by the COVID-19 pandemic, often in unexpected ways.

At the end of August, our funding contract was renewed until June 2022, and we were delighted to have Emma Knight join us in our Armidale office. Emma had an amazing introduction. Her first week was at the Regional Network meeting, held in Tweed Heads, and to our great surprise and delight, we once again won the Golden Warren. You can see how unexpected this was in the photos!



Mark continued to work with us from Melbourne, while we were waiting to hear about the funding, then while we advertised and throughout Emma's learning curve. In February 2020, I went on extended leave for a knee replacement. I was away from work completely for four weeks, and then part-time for a further eleven weeks. During this time, as always when I'm on leave, and through the immediate impact of the pandemic, the lockdown and economic chaos, Tamara kept the Service running on an even keel. I cannot be more grateful to her for her support, determination, common sense and calming influence. We are so fortunate to have you, Tamara!

In May 2020, the Minister announced that each TAAS would receive funding for an additional worker to help deliver the service in this strange new world of work-from-home, remote delivery. We were fortunate to already have Mark working for us, and were able to extend his hours. At the end of June, Robert told us that after four years, he had decided that it was time to leave us to return to legal work and Papua New Guinea. We are so grateful for his time with us and wish him all the very best when he returns home and in the adventures that await him. Our little team, Tamara, Linda, Emma, Mark and now Julia and Melissa, continues working hard. The work we do would not be possible without staff who are so dedicated.

You will find in this report a selection of case studies outlining the impact of COVID-19 on tenants across our region, along with our usual selection of statistics and case studies that tell the life of the Service and the stories of our clients. It's very easy to think only of the economic impact, but these case studies show that the pandemic created chaos and anxiety for families renting their homes in so many ways. There are also reports from the electorates that we cover that provide an interesting perspective on our work.

As ever, I am so grateful to our Management Committee for their ongoing dedication to the Service. Anne's support and commitment, and the support of Chris, Brian, Jenny, Marjorie, Noel and Elizabeth has been essential to enable the staff to continue their work. The vision and guidance of the Committee are the underpinning of our focus on service delivery.



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	15/16		15/16											
	14/15	%	July-Sept	Oct-June	Oct-June %	Annual	16/17	%	17/18	%	18/19	%	19/20	%
Total number of clients	1319		370	1140		1382	1558		1430		1913		1688	
1800 calls	2371		754	1992		2746	2814		3542		3687		3171	
Identify as having a disability	256	19.60%	72	210	18.50%	19.00%	275	20.10%	314	21.96%	347	21.77%	372	22.04%
Identify as Aboriginal or Torres Strait Islander	315	23.80%	77	256	22.50%	21.70%	338	24.60%	350	24.48%	389	24.40%	355	21.03%
Under 25	129	9.70%	26	107	9.40%	8.20%	128	9.30%	113	7.90%	139	8.72%	126	7.46%
55-74 / 55-64	150	11.30%	41	84	7.30%	9.50%	156	11.30%	152	10.63%	163	10.23%	140	8.29%
Over 75 / 65 and over	23	1.70%	13	55	4.8%	4.20%	80	5.80%	102	7.13%	137	8.59%	142	8.41%
Single person household	327	24.70%	94	89	29.60%	27%	339	21.80%	491	34.34%	610	31.89%	533	31.58%
Identify as sole parents	265	20.00%	74	66	22%	21%	289	18.50%	325	22.73%	358	18.71%	347	20.56%
Couples with children	243	18.40%	59	69	23%		273	17.50%	306	21.40%	317	16.57%	251	14.87%
Extended family							68	4.36%	89	6.22%	104	5.44%	100	5.92%
Group household	80	6.00%	15	11	3.60%	3.80%	137	8.80%	74	5.17%	108	5.65%	98	5.81%
Employed	357	0.50%	85	116	33.10%	27.20%	410	26.30%	558	39.02%	654	34.19%	495	29.32%
In receipt of income support	684	51.80%	196	218	62.10%	57.30%	860	55.20%	937	65.52%	1080	56.46%	965	57.17%
Renting through an agent	645	48.90%	140	581	50.90%	48.20%	892	62.70%	884	61.82%	904	47.26%	1027	60.84%
Renting privately	177	13.40%	46	131	11.50%	12.00%	150	10.50%	177	12.38%	171	8.94%	188	11.14%

TU Database /new TAAP database	14/15		15/16		15/16									
		%	July- Sept	Oct- June	Oct- June %	Annual	16/17	%	17/1 8	%	18/19	%	19/20	%
Renting in social housing	296	22.40%	102	230	20.20%	24.80%	233	16.30%	277	19.37%	272	14.22%	347	20.56%
Homeless/At risk of homelessness	340	25.70%	69				193	13.60%	268	18.74%	348	18.19%	240	14.22%
Referred by NCAT	132	10.20%	34	121	11.80%	10.20%	167	10.70%	138	9.65%	150	7.84%	165	9.77%
Referred by Community organisation	165	12.70%	50	197	19.20%	16.10%	202	12.90%	257	17.97%	252	13.17%	242	14.34%
Received advocacy	377	28.60%	122	280	24.50%		216	15.10%	280	19.58%	275	14.38%	243	14.40%
Assisted to prepare for NCAT (not NCAT representation)	328	24.90%	87	159	13.90%		200	14.10%	299	20.91%	348	18.19%	283	16.77%
Represented/attended at NCAT hearing	255	19.30%	74	223	19.50%		252	17.70%	323	22.59%	290	15.16%	226	13.39%
Comparative figures obtained by number of enquiries in that area from TU database / TAAP database														
Rental bond and compensation	496	37.60%	138	294	25.79%	432	480	30.80%	551	38.53%	380	26.54%	364	21.56%
Repairs	365	27.67%	121	298	26.14%	419	497	42%	515	36.01%	375	26.19%	366	21.68%
Rent and other charges	574	43.52%	117	427	37.46%	544	655	31.90%	723	50.56%	564	39.39%	555	32.88%
Termination	787	59.67%	191	483	42.37%	674	739	47.40%	814	56.92%	628	43.85%	578	34.24%
% Time – Information								8.80%		7.43%		7.20%	562.50	8.95%
% Time – Advice								53.00%		64.54%		58.12%	3693.75	58.76%
% Time – Non-Tribunal Advocacy								15.20%		11.69%		11.61%	1266.75	20.15%
% Time – Tribunal Advocacy								14.20%		13.93%		13.37%	763.25	12.14%

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 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...and the impact of COVID-19

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 strategic advice 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.

Focussed service delivery:

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 or having English as a second language
- 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, or 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 are some examples from this past year of the time it can take to do a single complex matter for a vulnerable client:

Summary	Hours
Co-tenant with acquired brain injury and victim of domestic violence, perpetrator is co-tenant held in custody, help ending the tenancy	150
Family with access problems from their private landlord who needed to terminate their tenancy, complicated by jurisdiction	74
Mum with an intellectual disability and six kids, whose social housing landlord was determined to end the tenancy – picked this up with the appeal and rehearing	85.25
Repairs and modifications for a mentally ill social housing tenant	66
Mum with three kids who had constant issues with sewerage and waste due to trees and plumbing – end of tenancy, rent reduction, and subsequent claim by the private landlord for compensation	86
Termination application against a young family for rent arrears by a private landlord, who didn’t like the decision and subsequently appealed	127.5

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.

Service investment in vulnerable clients with complex matters

Below are figures for January – June 2020, showing the number of sessions (a set of actions for a matter), number of hours, and top six issues for our caseload over the period.

Total Cases	Session Nr	Hours	Top 6 Issues
1035	5324	3796.5	NCAT / Termination / Rent / Repairs / Bond Social Housing
1 or two sessions			
585	888	359	NCAT / Termination / Rent / Repairs / Bond Social Housing
3 or four sessions			
207	673	355	NCAT / Termination / Rent / Repairs / Bond Social Housing
5 to 7 sessions			
89	495	330	NCAT / Termination / Rent / Repairs / Bond Social Housing
7 to 11 sessions			
40	362	297	NCAT / Termination / Rent / Repairs / Bond Social Housing
12 to 19 sessions			
47	714	592	NCAT / Rent / Termination / Bond / Social Housing / Repairs
20 or more sessions the approximate half way mark in hours			
54	2192	1852	NCAT / Termination / Rent / Social Housing / Repairs / Bond

Approximately 56% of clients need only advice or preparation for Tribunal from us, during which we will provide them with guidance and direction so that they are able to resolve their matter. We'll talk through their evidence with them, walk them through the Tribunal process and what they can expect to happen, and provide them with direction on how to achieve the best outcome for themselves.

Another 33% need more extensive assistance. For these tenants, we're more involved in their matter, often drafting documents such as social housing appeals and Tribunal submissions. We're going through their evidence and helping them to prepare for the Tribunal hearing.

Finally, there are the 10% who need us most. If they're in Tribunal, we're representing them. We've had multiple appointments with them and often any support workers they're working with. We're talking with their landlords directly, attempting to resolve the issues. We're working with the tenant to make sure that they understand both their rights and responsibilities. Where they're in breach of their agreement, we're trying to help bring them back into compliance. Where their landlord is in breach, we're actively pressing for them to act before any Tribunal hearing. Usually, we are trying to work with the tenant to save their home and keep the roof over the head of their families. It's not enough for us to retain the tenancy on an interim basis – the tenant has to learn, know and be able to keep that going for the long term, a goal much harder to achieve, but much more worthwhile.

NEWTAAS compared to the TAAP Network

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.

Services	Cases	Cases/FTE		Sessions/FTE	
		Network Avg	Service Avg	Network Avg	Service Avg
Written Advice	211	12.45	46.89	102.05	623.78
Warm Referral	218	11.6	48.44	58.92	346.44
Research	170	17.45	37.78	117.61	535.33
Represent at meeting with landlord	120	10.84	26.67	84.67	502.89
Represent/Assist Other Appeal	6	0.42	1.33	4.96	24.22
Represent/Assist Case Conference	11	1.48	2.44	16.57	84.22
Prepare FT Complaint	3	0.37	0.67	1.6	10.67
Pamphlets/Forms/Photocopied Info	378	55.48	84	222.47	719.33
Other	128	19.43	28.44	82.29	246.67
Negotiation	107	14.13	23.78	99.23	428.44
NCAT Set Aside	6	1.26	1.33	11.41	13.33
NCAT Representation	77	6.77	17.11	72.39	369.78
NCAT Preparation	182	18.84	40.44	117.43	462.44
NCAT General Application	51	14.71	11.33	75.87	159.33
NCAT Appeal	5	0.99	1.11	7.41	14.44
Liaise with third party	184	11.76	40.89	99.18	534.22
Information	905	118.35	201.11	410.02	1039.11
Home Visit	1	0.86	0.22	11.5	10.67
HAC Representation	1	0.22	0.22	1.63	3.11
HAC Assistance	2	0.59	0.44	3.48	4.22
Follow-up (phone)	443	53.34	98.44	278.71	819.56
Follow-up (face-to-face)	95	16.37	21.11	123.7	382.67
Follow-up (correspondence)	307	32.82	68.22	211.13	755.33
Duty Advocacy (hearing representation)	61	5.39	13.56	34.69	187.78
Duty Advocacy (conciliated agreement)	60	12.94	13.33	37.63	164.44
Duty Advocacy (advice only)	30	11.82	6.67	33.58	82.44
Document Preparation	213	14.99	47.33	121.16	634
Connect with other support service	713	20.5	158.44	108.59	884.22
Advocacy	149	30.37	33.11	210.61	579.56
Advice	794	171.53	176.44	551.26	992.67

A tenant who is functionally illiterate facing 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. In the worst cases, it's easier to leave.

This is particularly where NEWTAAS makes a difference. For these tenants, we are the difference that enables them to have their repairs done, significantly reduce the amounts of compensation their landlord is trying to get from them, and fighting a retaliatory termination notice. It's these cases that are the most satisfying to us.

January - July 2020						
Services	Cases	Sessions	Cases/FTE		Sessions/FTE	
			Network Avg	Service Avg	Network Avg	Service Avg
Written Advice	273	2590	23.61	60.67	180.69	575.56
Warm Referral	349	1752	17.36	77.56	81.87	389.33
Research	293	2507	28.05	65.11	173.23	557.11
Represent at meeting with landlord	138	1740	11.16	30.67	115.06	386.67
Represent/Assist Other Appeal	13	219	0.57	2.89	6.72	48.67
Represent/Assist Case Conference	11	157	1.48	2.44	13.26	34.89
Prepare FT Complaint	7	30	0.52	1.56	6.54	6.67
Pamphlets/Forms/Photocopied Info	560	3071	79.24	124.44	306.1	682.44
Other	84	710	22.29	18.67	82.96	157.78
Negotiation	143	1743	17.88	31.78	146.55	387.33
NCAT Set Aside	22	93	1.55	4.89	13.36	20.67
NCAT Representation	83	1103	6.97	18.44	80.3	245.11
NCAT Preparation	231	1975	23.92	51.33	155.01	438.89
NCAT General Application	117	867	19.66	26	105.36	192.67
NCAT Appeal	4	7	1.08	0.89	5.95	1.56
Liaise with third party	242	2140	15.68	53.78	132.07	475.56
Legal Aid Grant Obtained	2	28	0.22	0.44	2.81	6.22
Information	1287	4491	170.89	286	583.18	998
Home Visit	5	24	0.89	1.11	11.75	5.33
HAC Representation	3	63	0.32	0.67	4.15	14
HAC Assistance	1	20	0.45	0.22	4.08	4.44
Follow-up (phone)	688	3668	85.03	152.89	422.59	815.11
Follow-up (face-to-face)	117	1071	13.85	26	108.92	238
Follow-up (correspondence)	431	3136	53.45	95.78	328.39	696.89
Duty Advocacy (hearing representation)	59	496	3.87	13.11	23.66	110.22
Duty Advocacy (conciliated agreement)	51	358	5.82	11.33	20.79	79.56
Duty Advocacy (advice only)	38	180	5.53	8.44	16.94	40
Document Preparation	298	2674	22.71	66.22	179.56	594.22
Connect with other support service	1016	3838	27.61	225.78	124.27	852.89
Advocacy	202	2147	31.9	44.89	248.45	477.11
Advice	1144	4318	217.68	254.22	707.13	959.56

Cases per quarter per FTE	1/01/2019 - 31/03/2019	1/04/2019 - 30/06/2019	1/07/2019 - 30/09/2019	1/10/2019 - 31/12/2019	1/01/2020 - 31/03/2020	1/04/2020 - 30/06/2020
Service	151	308	144	136	152	149
Generalist Network	118	129	114	102	119	128

COVID-19 and NCAT

We have always carried a higher NCAT load than the Network average due to the higher needs of our clients. On top of that, we are now carrying a significantly higher NCAT load because of the changes in the way NCAT is operating during the pandemic.

NCAT moved to all telephone hearings towards the end of March 2020, and this created a whole new set of challenges. Standard procedural directions for the exchange of evidence meant that hearings were pushed back to at least six weeks after application, a very long time to wait for repairs. In addition, a direction was in place for the Member to call only one person for each party. This meant that Tribunal would call either us or the tenant. The tenant is always the primary witness in their matter, so for the first months of the pandemic we tried to provide the level of support necessary for tenants to represent their own interests.

Tribunal by telephone is a much harder process for tenants, as it is primarily document driven. It means a lot more work preparing, and tenants often flounder in the process. Even for those with capacity, it is very difficult, but for those who aren't particularly literate, who can't follow an evidence trail, or write up a coherent chronology of events, it is just impossible. Tribunal has always been where NEWTAAS can really make a difference, and that continues to be the case.

Session Type	May-20		Aug-20	
	Total Time	% Time	Total Time	% Time
Advice	402.75	68.2%	266.25	47.5%
Assisting in Self-Representation	89.25	15.1%	16.50	2.9%
Case Management	2.75	0.5%	0.75	0.1%
Duty Advocacy	0.00	0.0%	0.00	0.0%
Information	8.50	1.4%	5.75	1.0%
Non-Tribunal Advocacy	64.25	10.9%	113.00	20.2%
Referral	9.75	1.7%	18.50	3.3%
Tribunal Advocacy	13.00	2.2%	139.50	24.9%
Total	590.25		560.25	

You can see an enormous increase in direct Tribunal advocacy for the two monthly periods above. By the middle of May, it became apparent that although we were trying to support people to represent themselves in Tribunal, this was too hard for many of our clients. We then started to push hard for us to make clearer assessments of the capacity of the tenant to effectively represent themselves, and you can see the enormous increase in the time spent in direct Tribunal advocacy for clients.

Another thing that we have done that has made an enormous difference over the past six months is to move our primary forms online, and all are able to be completed and sent on a smartphone. Our client service agreement can now be accepted without a physical signature from the tenant, allowing us to talk a tenant through the form, complete what they can, and authorise us to act on their behalf in the Tribunal and with other third parties. We have a "get advice" form on the TU website that allows literate tenants to complete and submit in online so we know all of their details before speaking with them, and/or we can email them with advice. We also have a form that will allow a tenant to take a photo of their documents and send it straight through to us. Our online forms are now being rolled out across the Network.

Casework Case Studies

These case studies are only a few of the more than 1,600 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:

Prisoner unjustly refused access to housing

We had previously assisted a tenant who had been taken into custody and sentenced to a term of imprisonment. We were contacted by the Services and Programs Officer (SAPO) who had made an application to Housing Pathways for priority social housing, as his release date was approaching. The tenant's application to go on the priority list for social housing was declined on the grounds that he had left his previous social housing tenancy in an unsatisfactory condition.

Linda reviewed the previous file where we had assisted the tenant to end his tenancy, and found that the damage to the premises had occurred after the tenancy ended, and while the property was boarded up pending re-let.

Following further research and two phone interviews with the tenant and SAPO, Linda lodged an appeal against the decision, providing documents from our previous file that showed the decision was incorrectly made.

The appeal was upheld, with Department of Community and Justice (Housing) finding that the tenant had an excellent history of maintaining his home "without incident or issue."

Linda also assisted the tenant to access a prisoner support program running from a different prison, and he was provided with temporary accommodation when he was released, until permanent housing comes available (expected to be very soon).

This matter took 46 sessions and 33 hours.

Emma's favourite case:

We assisted a tenant who was being asked to pay a small amount in rental arrears and approximately \$1,000.00 for repairs to a broken window and a tap. The tenant agreed she would have to pay the rent arrears. The landlord has proposed claiming the bond to cover the cost of the repairs. The tenant believed she was not legally required to pay for the damage and informed us that the damage was caused by unknown others, it was reported to police and she had event numbers. We helped the tenant to apply to NCAT to seek an order for the return of her bond money. It was our view that, legally, the tenant was not required to pay for the repairs and that it was up to the landlord to prove otherwise.

Even though the tenant seemed to have a strong legal case, it became clear there were many other complex factors that would come into play in trying to assist the tenant to resolve the dispute. The tenant had a mild brain injury which impacted on her functioning and domestic violence was an issue in her relationship with her partner, the co-tenant. The tenant and her partner had three young children. The tenant's partner had recently been incarcerated. He initially refused our assistance and denied responsibility for any end-of-tenancy expenses.

The landlord served other invoices for end-of-lease expenses for cleaning and lawn mowing, repairs to the house and replacement of blinds. The total cost of these expenses was in excess of \$5,000.00. The landlord was going to have to replace the new carpet and the garage door but had not charged the tenant at that stage.

The real estate agent also provided us with invoices from several prior instances where damage had occurred at the property and the landlord had paid for the repairs. The agents also served video footage and multiple reports of complaints from neighbours about the conduct of the tenant's partner, relating to violent behaviour and alleged drug use.

In view of all these issues we became concerned about the prospect of a cross-claim by the landlord. There was a very real prospect that even if the tenant 'won' her application and did not have to pay for the damage that she had event numbers for, she was at great risk of losing much more and being ordered to pay a significant amount to cover other end-of-lease expenses.

As a result, we formed the view that it would be in the best interest of the tenants to try and negotiate a settlement with the landlord before the tribunal hearing. We helped the tenant, and eventually her partner and co-tenant, to understand the risks and they agreed we should commence settlement negotiations.

We challenged the basis and extent of the cost of the blinds and negotiated to dramatically reduce the cost of the repair invoice. We ended up helping the tenant to secure an agreement to pay \$2,200.00, of which \$1,200.00 would be paid by way of the bond being transferred to the landlord. The co-tenant was still in custody, so the tenant agreed to enter a payment plan to repay the outstanding balance of \$1,100.00. We provided the tenant with referral information so she could seek legal advice about seeking reimbursement for the end-of-tenancy expenses from her partner for their joint debt.

For Emma, this case showed her how complicated the lives of tenants can be and the broad range of factors that come into play when helping a tenant to reach the best possible outcome in their tenancy dispute.

This matter took 130 sessions and 160.5 hours, primarily due to the tenant's disability.

Robert's favourite cases:

Targeted bond harvesting

The tenant and her husband are migrants from India to a town in our region where the tenant works at the hospital. They initially rented a furnished apartment to settle in. They discovered that the agent did not provide an inventory list and condition report when they signed the residential tenancy agreement.

The tenant sent an email to the agent to remind her to send copies of these additional tenancy documents. She followed up a number of times afterwards.

They decided to extend their lease for another 12 months. The tenant again asked for the inventory and the condition report which had still not been provided. This time the agent only sent a copy of the inventory list.

When the tenants finally gave notice to end their agreement, the agent had some extraordinary requests, and wanted very specific cleaning to be done.

The tenant and her husband undertook vacate cleaning at least three times. Each time, the agent found additional faults, claiming that the work did not meet the 'standard'. After the third cleaning, the agent lodged her claim for the full rental bond.

In March 2020, the tenants sought advice from NEWTAAS. Robert advised the tenants that the rental bond is their property. He advised them of the requirements of the Residential Tenancies Act 2010 where the landlord makes a claim on the rental bond without the consent of the tenants. He advised them to get a copy of all the documents about the landlord's claims.

Robert drafted letters for the tenants to send to the agent. In response, the agent had yet another reason for the claim. She told them, that the new tenant in the apartment had had to cancel his lease because of cockroach infestation, and that they had not left the apartment in the condition it had been in at the start of their tenancy. The agent claimed to have a copy of the ingoing Condition Report, which had never been provided to the tenant.

The agent sent copies of all her invoices, quotations and surprisingly a copy of both the ingoing *and* outgoing Condition Reports. This was the first time the tenants saw the Condition Report. It was completed only by the agent.

With advice and assistance from Robert, the tenants lodged an NCAT application. Robert assisted them with their evidence preparation and written submissions. Upon receipt of the tenant's evidence, the agent wrote to them to negotiate a settlement. She agreed that the tenant's statutory declaration was true and correct. She even conceded that there was no condition report at the beginning of the tenancy. Nevertheless, the agent still want to claim the whole rental bond. Then, when the agent fail to exchange their evidence in accordance with directions, there was no basis for continuing settlement discussions.

On the day of the telephone hearing in June, the Tribunal called Robert and then the agent. The agent told Tribunal that she was not interested and hung up. Orders were made in favour of the tenants and the Rental Bond Board was directed to refund the tenant the whole of the bond.

This matter took 46 sessions and 81.25 hours, complicated by the tenant's limited English and working with translators.

V for vendetta

Across seven Tribunal applications by the landlord to terminate this tenancy, and fifteen hearings, Robert has helped this tenant to retain her home. This tenant was referred to us originally following a successful appeal by Legal Aid after her tenancy was terminated at first hearing.

The tenant is Aboriginal, has a learning disability and has four children living with her, two with disabilities. She moved into her tenancy in 2016 to escape domestic violence perpetrated by her ex-partner and father of her children.

Her landlord, an Aboriginal housing provider, is determined to make an example of her, and continues to issue termination notice after termination notice, each followed by an application to Tribunal.

NEWTAAS is representing her against the seventh eviction proceedings in Tribunal. The landlord served a notice of termination for breach on 01 June 2020 shortly after an incident earlier where a Police car stopped outside her house to make enquiries about a 12 year old selling drugs. There was no search of the property. The Police did not have specific details. The tenant informed them that she only has a 9 year old and a 11 year old. Her other children are all teenagers. There was no further action or enquiry by Police, but the neighbours were watching.

The notice was posted to the tenant but failed to give the mandatory 14 days. At a property inspection, the landlord told the tenant that she had to either move out or they would apply to Tribunal. When the tenant did not vacate, the landlord applied to the Tribunal.

The Tribunal application is a work of art and seeks 12 orders, taking a scattergun approach to termination, hoping one will land. The landlord has collected witness statements alleging harassment of neighbours and disturbance of their peace and comfort. These statements and complaints have never previously been brought to the tenant's notice.

The tenant has finally had enough, and we have negotiated to end the tenancy in December 2020 without any admissions. In exchange, the landlord has agreed to assist the tenant with a rental bond for her next tenancy, making applications for tenancies, providing transport for viewings, and relocation.

Over eighteen months, this matter has taken 279 sessions and 304.5 hours.

Tamara's favourite cases:

When the premises aren't clean

Shortly after moving into the property, the tenant and his partner who are both in their early 20's noticed a very strong odour of animal urine in the carpets in the bedrooms. They reported this to their Property Manager immediately and she arranged for a carpet cleaner to attend and steam clean the master bedroom.

A week later the smell returned and the tenant again reported this to the agency. The carpet cleaner returned and using a blue ray light detected traces of animal urine in the carpet in all bedrooms.

The tenant requested that all carpets be chemically treated, being more intensive and effective than steam cleaning. This request was denied by the agents however the landlord did offer to replace the carpet in the master bedroom as the worse effected.

The tenants had been sleeping in the lounge room for several weeks due to the overpowering smell.

At this time the tenant contacted NEWTAAS for assistance. We explained to the tenant the landlord's obligations to provide the property in a clean condition and the landlord's obligations for repairs. We also discussed with the tenant their right to seek a rent reduction due to withdrawal of services (the bedrooms), as well as non-economic compensation due to the embarrassment of their living arrangements and loss of enjoyment of the property due to this overpowering smell of animal urine.

The property was located within walking distance of the tenant's work and as he had no car or licence terminating the tenancy was not an option for the tenant.

As with any tenancy issue, the approach is to attempt to resolve the issue directly with the landlord / agent initially and then proceed to the Tribunal if this is not achievable.

Over a period of three weeks we had regular contact with the tenant, assisting him with information, advice and drafting of correspondence to the agents.

After some strong negotiations with the agents, the tenant finally achieved the replacement of the carpet in all three bedrooms at the property as well as three weeks' free rent as compensation, being a total of \$1050.00.

With our assistance, the tenant was able to achieve this outcome on his own, without the need to take further action before the Tribunal. The tenant was empowered and extremely grateful for our assistance. He was very pleased with the outcome!

This matter took 10 sessions and 7.5 hours to resolve.

Social housing failing to follow through

The tenant, a middle age man, had been renting a property through a social housing provider at the time he was incarcerated in November 2018. With the assistance of his SAPO, he lodged paper work with the social housing provider to initially request the application of the \$5.00/wk rental rebate for the duration of his incarceration. Shortly after this and following a verbal conversation with a representative of the social housing provider, who guaranteed re-housing and the safe storage of his belongings whilst incarcerated, the tenant agreed to the termination of the tenancy.

Unfortunately for the tenant, the social housing provider failed to apply the \$5.00/wk rental rebate, and they failed to terminate the tenancy in accordance with the tenant's instructions and place the tenant's belongings into storage.

Whilst incarcerated, the property and the tenant's belongings were damaged by unknown persons and the arrears continued to accumulate.

As a result of the accumulating arrears, the tenant was issued a Termination Notice and vacant possession was finally taken by the social housing provider in February 2019. The tenant's sister made arrangements to collect what little remained of the tenant's belongings.

In May 2019, the tenant was released. He approached the social housing provider to apply for priority housing as arranged at the time of incarceration only to be informed he was ineligible due to the outstanding debt of approximately \$3000.00 as a result of rental arrears and damages at the property, both accumulated whilst he has been incarcerated.

With no home and nowhere to go, the tenant was left to couch surf and without a stable environment to rebuild his life.

It was at this time that the tenant was referred to our service and we became actively involved in investigating the circumstances that led to this outcome for the tenant. We established a series of errors by the social housing provider and we advocated on the tenant's behalf to right this wrong.

This matter was finally settled, one week before Christmas, with the tenant achieving a positive outcome. The social housing provider agreed to apply the \$5.00/wk rental rebate from the date of incarceration to the date the tenancy ended, reducing the claimed rental arrears for that specific period to \$70.00. With the refund of his bond and addition of other payments that had been made by the tenant shortly after being incarcerated, the tenant was left with a \$992.00 credit.

In relation to the non-rental debts, we were able to negotiate these, reducing the final debt to \$760.00. Deducting this from the tenant's credit left the tenant with a final credit of \$230.00 to be refunded directly to him by the social housing provider.

Arrangements were made with the tenant to immediately reapply for priority housing given his debt had now been cleared and he was again eligible for housing.

This matter took 65 sessions and 37.75 hours to resolve.

Mark's favourite cases:

Advertising matters

Support from NEWTAAS saved a tenant paying a break fee after they left their fixed term agreement early, because the wireless internet access advertised with the property did not work.

The tenant applied for and was approved for a tenancy in a cabin out of town. The advertisement declared that the premises had Wi-Fi and power supplied. The Wi-Fi was important for the tenant, who used it for her personal use, and because the tenant's employer had told all staff that they had to work from home during the COVID-19 shutdown. The tenant found the advertised Wi-Fi did not function at any acceptable level. The tenant worked with the landlord and agent to fix the problem, but there was nothing that could be done. The Wi-Fi was insufficient for either work or personal use.

The tenant left the tenancy. The landlord applied to NCAT for compensation and claimed the tenant's bond.

With help from NEWTAAS, the tenant made two cross-applications to NCAT. The applications were against the landlord, who failed to provide the premises in a reasonable state of repair, and against the real estate agent, who advertised that the premises had Wi-Fi which was actually not functional. The application against the agent was made under the Australian Consumer Law, and based on the *Thelfro* decision, following from an earlier successful NEWTAAS case.

The matter was resolved before the NCAT hearing, with the tenant receiving all their bond back and not having to pay a break fee for leaving early.

This matter took 19 sessions and 17.5 hours to resolve.

No rent for uninhabitable premises

There was a fire at the tenants' premises under tragic circumstances which was the fault of neither the landlord nor the tenant. The premises were left uninhabitable, and household members were injured. Family members tried to contact the landlord, but were able to get only limited contact. They told the landlord about the fire and that they could not live in the premises. Then the landlord came after the tenants seeking money.

The residential tenancy agreement was clearly "frustrated" because the house had become uninhabitable, due to the effects of the fire itself, the destruction of furniture and fixtures, and the after-effects of the fire brigade's successful attempts to put the fire out (water damage etc). In such circumstances, the Residential Tenancies Act allows either a landlord or tenant to give an immediate termination notice, and rent be abated under sections 109 and 43 respectively.

The tenants were surprised when the landlord issued a 21 day notice of termination many weeks after the fire and claimed rent for the duration of the notice period (the tenants' rent had actually been paid well in advance, and they should have received a refund). The landlord also demanded payment from the tenant for alleged damage to the premises.

NEWTAAS advised the tenants' family and helped draft the NCAT application. Family members went above and beyond to gather evidence. Mindful of the family's ongoing trauma, NEWTAAS tried unsuccessfully to negotiate a settlement with the landlord before the NCAT hearing.

With Mark doing all of the contact, casework and NCAT preparation, Linda represented the tenants at NCAT. Faced with the tenants' impressive evidence and Linda's advocacy in a marathon NCAT conciliation, the parties finally reached agreement. The tenants received a refund of their overpaid rent minus one deduction. The best outcome for the tenants' family however was that that part of the ordeal had finally ended.

This matter took 43 sessions and 31 hours to resolve.

KerryAnn's favourite case:

KerryAnn worked with a number of refugee families on issues around repairs, termination and tenant charges. Working with the community is complicated by of the competing interests of service providers, who must maintain good relationships with the private landlords and agents who provide housing as families arrive in Australia. Fortunately, we have no obligation to walk that line, and are indeed funded to work for the tenants' interests only.

These families are incredibly vulnerable, and all have been very hesitant about taking any action to enforce their rights. They "don't want to cause any trouble," and the agents know this, and, in our opinion, see them as easy targets.

These families are great tenants who pay their rent and look after their homes. While landlords who have heating systems marked on ingoing condition reports as "clean, undamaged and working" and then refuse to repair them because "it's too old to be fixed and we've told the tenants that we're not going to fix it," deserve a special place in hell, along with a very bad

time in the Tribunal. The families are usually astonished at how tenancy works here in Australia, and find it difficult to believe that someone would have an asset such as a house and then fail to keep it in good condition by doing repairs as they are needed.

One family went to the Tribunal for repairs and a rent reduction, both of which we were able to negotiate and have the Tribunal make consent orders. Over a period of nine months, that matter took 85 sessions and 72 hours to resolve, complicated by having all communications going through translators.

Another family went to Tribunal for repairs, a rent reduction and to ask for a termination notice to be declared retaliatory and with no effect. We lost the termination notice, but were able to negotiate a very long exit, along with the major repairs done immediately and a significant rent reduction. That matter took 79 sessions and 54.5 hours to resolve, with the same translator complication.

We will continue to work with the community so that they can learn that the law is there to protect them, as long as they are willing to use it.

Every day tenancy matters throughout the year:

- Mark worked with a tenant whose property manager at a prominent Real Estate Agent in the area stole her rental bond nine years ago. The tenant discovered it when the tenancy ended this year and she applied for her bond back.
- Mark worked with tenants whose landlord had wanted to end a tenancy but the tenants wanted the tenancy to continue and for the landlord to do the necessary repairs. The landlord tricked the tenants into signing a new fixed-term agreement, and promptly issued a termination notice for the end of the fixed term. This was not contestable in Tribunal, and the tenants have had a harsh lesson in why you should always read the contract.
- The tenant was in hospital and missed an NCAT hearing where her tenancy was terminated. Linda negotiated with the agent for the original orders to be set aside and a payment schedule to be put in place in their stead.
- Robert had been working with a tenant who was very difficult to contact and did not appear to us to be taking the NCAT application she was facing seriously. The tenant refused to provide access to the landlord and would not communicate with them. Robert repeatedly provided this tenant with advice, but she did not take it, nor did she attend the hearing. In her absence, the Tribunal terminated the tenancy, and now she and her five children will be homeless. A very frustrating experience for Robert, because so often we can negotiate much better outcomes for the tenants.
- KerryAnn was working with a tenant whose landlord had been insisting that he pay for electricity at a rural property where the premises are not separately metered. An application has been made to NCAT for the refund of all of the electricity paid over the life of the tenancy.
- An 81-year-old tenant whose husband had recently gone into dementia care was told by Fair Trading that her rental bond had been paid to FACS Housing. KerryAnn helped to contact FACS Housing to establish whether the bond had been properly processed. We then clarified a bond claim from a previous tenancy.
- Linda worked for a prisoner in Broken Hill to reclaim his bond for a tenancy that ended 10 years ago
- KerryAnn had advocated for a tenant going into rehabilitation to work out a payment schedule for a debt incurred after the stock transfer from FACS Housing
- Linda and Mark worked with a tenant to press for contempt orders following a failure

by the social housing landlord to abide by Tribunal orders

- KerryAnn worked with Paul at the Tenants Union to advise a group of home owners. Their homes are part of a community strata scheme run as a company with a share and land allotment that has been placed in administration. These home owners are about to lose their equity in the land and move to leasehold, as the directors of the company have set up a residential land lease community and purchased the land assets from the company.
- Tamara worked with a number of elderly tenants to have the extremely worn and frayed carpet in their homes replaced so that they are no longer at risk of falls
- Robert was in Tribunal defending several tenants against predatory end of tenancy claims. In most of them, Robert has been able to significantly reduce the amount of money payable by the tenants. There is one agent in particular who is a very eager “bond harvester,” and Robert assisted tenants to complain to Fair Trading as their matters end.
- Tamara worked with tenants needing modifications in social housing, requiring an application to the provider and occupational therapist and doctor’s reports.
- Mark and KerryAnn worked with a tenant who was a party to sale of their home back in 2015 where we are trying to identify exactly what legislation she is covered by (she’s lived there for 69 years) so she could know if she has to pay the water charges.
- Linda worked with a tenant listed on TICA who we helped to have the listing modified.
- KerryAnn worked with a tenant listed on TICA who we are helping making the best of a bad situation and helping her to navigate a way out over the next several months
- Robert worked extensively with an older tenant who lives in a social housing complex. He was in his eighties and irascible, and having a bad time with his neighbours. There was a lot of hammering noise in the water pipes, and it was an older complex, but he considered his neighbours were responsible for the noise and kept getting into disputes with them. Robert did a lot of work to help this tenant understand that righteous indignation is not a defence under tenancy law for yelling at your neighbours and banging on the wall. This matter settled with a specific performance order in NCAT, and no hearing, rather than termination, which would have been the inevitable result had the tenant represented himself.
- Mark assisted a tenant renting 8 acres outside a small country town to have tenancy issues fixed. There was an unsecured well in one of the paddocks which the tenant had not been told about. When the well was found by her visiting grandchildren and the tenant rang the agent to complain about not being told, she was told that she needed to supervise the children more closely. There was also a ride-on mower supplied as part of the tenancy. When the steering wheel came off in the tenant’s hands while mowing causing the mower to crash in a ditch, the agent insisted that it was driver error!
- Linda dealt with multiple Aboriginal housing cases involving succession of tenancy. This is always very complicated and the Local Aboriginal Land Council (LALC) and provider policies can be difficult to obtain. These cases had been complicated by family violence and Linda had to work with Police and Corrections to resolve the matters. In one case, we were able to reach an agreement to save the tenancy, another is still ongoing but we are not confident that we will be able to maintain the tenancy due to other issues that will continue to impact upon viability.
- Tamara worked for 9 months with a recently released prisoner on parole. He was homeless with his dogs, and not literate at all. Tamara helped him apply for priority social housing and worked with community services in his town to provide adequate supports while he waited for housing to become available.

COVID-19 and the impact upon tenants in our region

The outbreak of the pandemic had a huge impact upon families renting across our region. As public health emergencies were declared by the states and more and more restrictions were placed on the movement of people, there were immediate economic impacts upon the capacity of tenants to pay their rent.

Many tenants rang in asking about the "eviction moratorium" announced by the Prime Minister on Sunday, 29 March 2020, and what would happen if they lost their jobs. Many of these calls came from young families and the tenants were usually very anxious. There have also been a lot of tenants who are young people in share housing, worried about their homes. They were concerned and frightened about being burdened with debt that they won't be able to pay, being blacklisted on tenancy databases, and where they would live during these uncertain times.

For the two weeks following the announcement, we were bombarded with calls. It was very difficult to explain to anxious and distressed tenants that tenancy law is state law, and that as yet there had been no actual changes to the law.

On 8 April 2020, we wrote to the Members of Parliament across our region, telling them of the impact of the pandemic, noting that the Federal Government JobSeeker payments would not come in until 27 April, with the JobKeeper payments not coming into effect until May. We asked for the Government to urgently clarify the situation, either by telling the public that nothing had changed, and terminations were still permitted during the pandemic, or to act to suspend terminations for the duration of the pandemic.

We were aware that the Office of the Sheriff had briefly stopped executing Warrants for Possession issued by the Tribunal, but that Warrants were now being executed again. Warrants for Possession are used only when a tenant has not vacated their home after the date for vacant possession set down by the Tribunal. For most tenancies terminated by the Tribunal, the tenant finds alternative accommodation before that date.

This meant that families were being evicted under a Warrant for Possession with nowhere to go in the middle of a public health emergency.

Here is a sample of the casework queries we were receiving when we wrote on 8 April:

- Multiple cases of tenants asking about breaking their lease without penalty, as they are no longer able to afford the rent having lost their job or had significant cuts in hours. Some have tried to negotiate with their landlord, but the landlord has absolute discretion to refuse to negotiate, leaving the tenant with no alternatives and a 4 or 6 week "fine" for breaking their lease that they could not afford to pay.
- Tenants asking about breaking their lease so they can return to care for older parents who are socially isolated. They received the same advice as those tenants above.
- Many cases about a tenant's obligations to pay rent if they lose their jobs or have their hours cut, and how they will be able to pay the accumulating rent. Many of these tenants are concerned about being blacklisted on TICA, the "bad tenant" database.
- Multiple cases of tenants receiving notification from the Tribunal of applications for termination due to rent arrears. Those applications made before the public health

emergency are now being listed. New applications are being set down for directions and phone hearings.

- A tenant in isolation, who notified their agent and asked to postpone a regular inspection. The agent emailed back asking the tenant to take photos of everything in the house and send them through.
- Multiple cases of agents contacting tenants to ask them to conduct a regular inspection with the tenant taking photos of the premises, or suggesting video inspections.
- Several tenants receiving welfare payments planning on using the Government Coronavirus Payment of \$750.00 to address pre-existing arrears. We encouraged this. In particular, we encouraged tenants in social housing with existing arrears to pay as much as they could of the arrears and safeguard their tenancies. We didn't leave tenants with false optimism that their tenancies were safe, and made sure they understood their obligations and the risks to their families if they didn't meet them.
- We had multiple cases of agents telling tenants to access their superannuation to pay arrears that have started to accrue due to job loss or reduction in hours. Thankfully, that has ceased with the prompt action of ASIC, for which we are grateful.

This was a difficult situation for the NSW government, as they were trying to balance multiple competing interests of landlords, tenants and agents but, as the Prime Minister repeatedly said, everyone would need to bear the burden.

At that time, tenants were bearing the bulk of the burden. Having lost their jobs, they were being threatened with eviction, and many were worried sick about the mounting debt that they were liable for. I think the desperation I was feeling for our clients clearly shows in the email sent to our MPs:

Please, I encourage you to act. Either tell the renting public, now more than 34% of households across NSW, that the laws will not change, and they will have to act in accordance with the law as it currently stands, or have the Minister regulate for rent reductions, and to put a moratorium on termination for financial hardship due to the pandemic. In that instance, landlords will be able to get around the limitation by issuing "no grounds" terminations for end of fixed term or for termination of periodic tenancy, so I encourage the government to suspend operation of those termination notices during the current crisis.

Please, provide some certainty for people so they know where they stand. In these times of raging chaos, any certainty is better than nothing.

Finally, I attach for you a "meme" posted to the Tenants Union Facebook page. It's a reflection of how the power imbalance is operating right now.

Please help us to help the tenants who live and rent in your electorate, in regional NSW.

On 15 April 2020, the NSW Government passed amending legislation for the *Residential Tenancies Act 2010* and a new regulation to encourage landlords and tenants to negotiate in good faith. The regulation also modified the notice periods for other types of termination notices, extending the majority of notice periods to 90 days.

However, under the regulation, there is no way of forcing landlords to negotiate about rent reductions, or breaking leases. There is no obligation in the law for a landlord to negotiate. There is no provision in the law for a rent reduction except where there has been a reduction in services provided as part of the tenancy. The only mechanism that encourages landlords to negotiate where tenants are in a position of significantly reduced capacity is the discretion of the Tribunal in considering an application by a tenant to terminate their tenancy for hardship.

This continues to be a major issue for tenants and we continue to see ongoing issues of mounting rent arrears as tenants struggle with reduced working hours. We are very concerned about the coming cuts to JobKeeper and JobSeeker and the impact that will have on families over the coming months.

COVID-19 affected tenant case studies:

Jobs lost and relocation opportunity

These co-tenants were both employed and lost their jobs immediately after the start of the pandemic when the company closed the office. One of the co-tenants was offered relocation to Melbourne. They had just started their tenancy and were in the fixed term until March 2021. The tenant made enquiries about breaking the lease and was told that she was required to pay the equivalent of six weeks rent, money the family did not have.

We advised the tenant about how to end the tenancy, the legal entitlement of the landlord to compensation, applying to NCAT to terminate the tenancy due to hardship. We warned that tenant that once the tenancy ended and they had relocated to Victoria, the Gatsby decision would apply to them and NCAT would not have jurisdiction to hear any claim against them.

The tenant used the advice to negotiate with the landlord's agent and offered to pay two weeks rent as compensation, the most they could afford.

Social housing and job loss

The tenant is in social housing with paid casual employment. Her hours can be erratic, and this had led to rent arrears. The tenant had just started a new full-time job, which she lost due to the pandemic.

Her landlord had previously applied to NCAT to terminate the tenancy and the matter was listed for hearing. We negotiated for her with the landlord, and the application to NCAT was withdrawn. On our advice, the tenant intended on using the stimulus payment and upcoming Job Seeker supplement to pay the arrears and build a rent credit.

Older tenant at medical risk

This tenant called in to us as he is moving back to the family home in our region and we had previously assisted his daughter. He was very distressed about his situation. He is 75 and has Parkinsons disease. He and his wife had recently separated and he had moved close to a large city to be near another daughter and signed into a fixed term agreement for six months.

His family was very concerned about his welfare and the pandemic and had convinced him to move back to his home in our region. The family had arranged to empty the flat and he called us the day the keys were being returned, too late to apply to NCAT to end the tenancy due to

hardship. He was liable to pay a break fee of six months, as he was still within the first half of his agreement.

We talked him through the process and about how he could try to negotiate with the agent. We advised him that when he handed his keys back, he could claim his bond. If the landlord refused to negotiate, that would force the landlord to apply to NCAT for compensation for the break fee, and he would be able to tell the Tribunal Member about his situation. We advised him to get his medical evidence together to prepare for that.

With the tenant's consent, we did a hot referral to the TAAS who covered the tenancy area, providing detailed information about the tenant's circumstances and our initial advice, and they agreed to assist him negotiate over the break fee.

Medical practitioner with frail mother

The tenant had been trying to get repairs done for some time and was concerned about payments for water and electricity that was being accessed for storage units at his tenancy used by other people. He had written to the agent asking for these issues to be fixed.

The agent responded with a request for a house inspection as the access provisions were easing following the lockdown. The tenant contacted us because he did not want to allow the agent inside his home, as his frail, aged, immune-compromised mother lived with him. We went through the public health order with the tenant, and he wrote to the agent asking about their COVID-19 safety plan, and how they would manage the risk to his mother.

After some negotiation, the agent agreed to inspect the outside of the premises and the storage units that were the issue, and did not inspect the inside of the house.

Social housing and rent arrears

This was a tenant in social housing with serious mental health issues, 4 little children and rent arrears of close to \$10,000.00. Her landlord had applied for termination to NCAT.

We worked with the support agencies and the tenant, and arranged an appointment with a financial counsellor to go through her finances and help with a budget. We assisted her support service to apply for a subsidy recalculation that reduced the arrears by \$3,000.00 and arranged for a significant part of the COVID-19 supplements payments to be made toward rent arrears.

With the arrears coming down and the tenant paying rent properly, the landlord withdrew the NCAT application and the family stayed housed.

University students and parents picking up the bill

These co-tenants had all moved from the same town to attend university in our region. As we went into lockdown, three of the four lost their jobs, and the fourth had his hours reduced. They all returned home immediately before the public health order restricting movement went into effect.

We advised the co-tenants about the Fair Trading rent negotiation process and that the co-tenants should formally request a rent reduction and provide their supporting financial information. They did this, but the landlord refused to agree to a rent reduction, refused to provide their financial information, and would agree only to a short deferment of outstanding rent.

The tenants did not want to terminate the tenancy, as they were hopeful that they would be able to return to face-to-face learning within a short time. After some weeks, they decided that they should terminate the tenancy. We advised them about applying to NCAT to terminate the tenancy for hardship, but the landlord's agent argued that their parents should be able to afford the rent arrears and break fee. The agent then contacted the parents directly to ask for the money. Rather than go through a difficult NCAT process, the parents paid to end the tenancy.

Break fees

The landlord applied to NCAT for end of tenancy rectification and a break fee when the tenant left the tenancy. With the pandemic, the tenant had no opportunity to attend the outgoing inspection. We represented the tenant and contested the charges and the break fee payable. The charges for the end of the tenancy were dismissed, but the break fee was awarded to the landlord.

Repairs and rent reduction

Early in the pandemic, we were contacted by a tenant whose job was under threat and ongoing employment uncertain. Repairs not been done to the heating and stove for cooking despite multiple requests in writing to the landlord's agent. The tenant was very concerned about being in lockdown with no heating.

We helped the tenant apply to NCAT for repairs and rent reduction. By the time the matter reached hearing, the landlord had done the repairs. The tenant was representing herself as NCAT will not call both the tenant and their representative, and the Member asked the tenant if she wanted to proceed with the rent reduction application now that the repairs had been done. The tenant thought that's what the Member was telling her to do, so she agreed to the withdrawal of the application. She did not understand that the rent reduction could be backdated for up to twelve months.

The tenant has now lodged an application for compensation, and we have provided her with further advice.

Small business shut down, no income to pay the rent

These tenants had a small business that shut down over lockdown. They asked the landlord to reduce the rent, and this was refused. With no income and worried about increasing debt, the tenants left the tenancy. The landlord then wanted the tenants to pay a break fee of six weeks.

We advised the tenants to let the landlord apply to NCAT for the break fee, and they could provide evidence about their financial circumstances. NCAT could then decide how much compensation they had to pay.

Vulnerable family and illegal access

During lockdown, this tenant's landlord gave 24 hours notice by sms that he was coming over to poison a tree. This is a breach at any time, but during a public health emergency, it was disgraceful. The tenant did not see the sms and so had no opportunity to stop him. The landlord simply turned up and accessed the back yard, interacting with the children when he was not permitted to be there under the public health orders. This family is immune compromised, and the tenant was exceedingly distressed.

We helped the tenant draft a complaint to the landlord's agent and follow that up with a complaint to Fair Trading. The agent told the landlord that if he did anything like this again, they would terminate their property management contract.

There were no further breaches.

Another landlord refusing to negotiate

These co-tenants were in a fixed term agreement until December 2020. One of the couple lost their job, and the other had hours cut. The tenants contacted the landlord's agent to ask about a rent reduction and the agent refused to even approach the landlord, saying that the tenants simply had to pay their rent. After that, the tenants became very anxious about rent arrears accruing and asked about terminating their agreement. They were told that they must pay rent until a new tenant was found or until the end of the fixed term.

We helped the tenants to write and formally request a rent reduction, and referred the tenants into the Fair Trading negotiation process. The landlord refused to negotiate, and refused to provide their financial details.

We then assisted the tenant to apply to NCAT to end the tenancy early due to hardship.

Repairs, rent reduction, pandemic

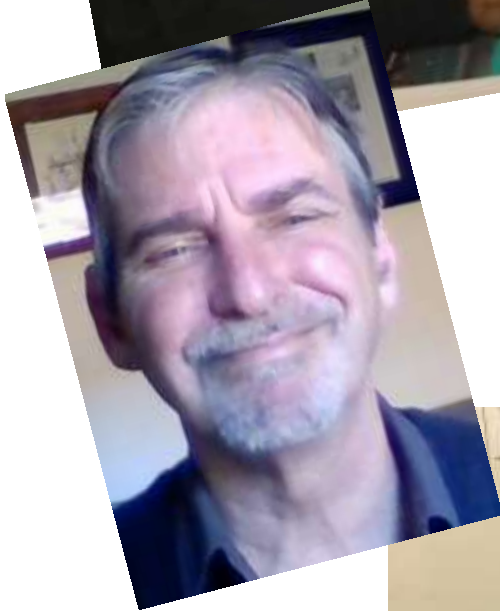
We were currently advising this tenant about getting her landlord to do the outstanding repairs when the pandemic started. We had helped her write to the landlord's agent about the repairs and asking for a rent reduction., and had then helped her draft an application to NCAT when the repairs weren't done.

The tenant lost more than 1/2 her income immediately and could no longer afford the rent. We helped her to write to the agent about the new COVID-19 rent negotiation process for COVID impacted tenants. The landlord refused to reduce the rent., and we then helped the tenant draft an application to terminate the tenancy due to hardship.

Placement that wasn't

The tenants were a couple about to start medical placements in a large town who had signed into a lease in February. They had rented out their own home for the 12 months placement period. They had just moved to the town as lockdown started, and their placements were cancelled. In addition, their tenant lost their job and asked to be released from the tenancy. They agreed to that, as that would allow them to return to their home. There was no way they would be able to pay their mortgage and rent with severely restricted income.

The tenants contacted the landlord's agent, expecting that they would be able to terminate the tenancy without paying six weeks compensation, but the landlord refused. We helped the tenants draft an application to NCAT with evidence showing their changed financial situation, and they were able to use that application to pressure the landlord to negotiate. They agreed to pay three weeks rent as compensation.



A perspective on the COVID-19 lockdown from Emma

Working from home during the lockdown brought about by COVID-19 was an interesting and challenging time. There was an increased need for assistance from people who had lost their jobs and were having difficulties paying their rent and engaging with landlords and agents. As advocates, we needed to be aware of constant changes to social distancing rules, policies, political statements and tenancy laws.

Unfortunately, at a time when our tenants' needs were the greatest, it was also a time when it was harder to reach and assist them. It was difficult to locate some essential services, like a Justice of the Peace to witness documents. The Tribunal started operating exclusively with phone hearings, only accepted documents electronically and was no longer a place where tenants in need could be assisted by us in our duty advocacy role.

We were always very aware that the people who most needed assistance from NEWTAAS might also find it the hardest to cope with the sudden changes in law, technology and society, and gain access to our service.

During the lockdown, there was also a sudden need to be able to work remotely and do it well. We are fortunate at NEWTAAS that we already had systems and technology in place to enable us to work remotely so that our transition to doing so on a full-time basis, in three offices, spread across such a large geographical area was relatively smooth.

The transition to working exclusively from home and home schooling three children was another challenge the lockdown delivered! Instead of packing lunchboxes in the early mornings, we spent time doing lesson plans, taking photos of work completed, making sure we had enough devices and bandwidth to cater for on-line work and school tasks.

No one day looked the same but thankfully, flexible work hours and understanding work colleagues meant that I could work early, during the day and in the evening when required while sharing the task of home-schooling with my husband. Continuing to work for NEWTAAS during this difficult time kept me connected to the world outside our home and allowed me to feel like I was still making a difference by helping the tenants who greatly needed the help our service provides.

A note on the technology by KerryAnn

When we started NEWTAAS in October 2002, we knew that in order for any advocate to be able to assist any tenant across our vast region, with the fastest turn around in time, we were going to have to centralise our data and communications. It would have to be live.

We were the first TAAS to run a single database with live access, where we recorded comprehensive case notes allowing any advocate to action any matter. We used an electronic diary so we could all access incoming contacts and return calls.

Over the past eighteen years, the technology has advanced, but the principles remain the same. Our phone system allowed us to pick up the phones from our desk in March, reprogram them, and take them home. We answer the phones as normal, transfer calls, and respond to calls and emails. We centralise all our incoming contacts to a shared tasklist and diaries, and scan all incoming documents with the networked photocopiers. We have the NBN and instant messaging and a group chat through Slack.

Despite the occasional tech dramas and malfunctions, the system works and has come through for us during this pandemic.

In trouble with renting?

If you are:



- ✗ Escaping domestic violence
- ✗ Listed on a "bad tenant" database or have a bad renting history
- ✗ Homeless and looking for a home to rent
- ✗ A young person moving out of home
- ✗ A family with children struggling to keep your home
- ✗ Living in poor conditions that impact upon your health and relationships
- ✗ A people with disability renting your home in the community
- ✗ Facing eviction from your home
- ✗ An older person needing support to stay in your home
- ✗ Living in social housing and worried about the recent changes in the law

You need to talk to NEWTAAS!

Many people don't realise that their rented home is a legal contract.
You need to know your rights and responsibilities as a tenant.



In two hours, we can teach you:

- ✓ The basic operation of a tenancy contract
- ✓ Your rights and responsibilities
- ✓ How to negotiate with your landlord or agent
- ✓ How to improve your chances at getting a tenancy
- ✓ How to protect your rental bond
- ✓ What resources are available and how to use them

We're a community service who provides tenants with information and advice, and we will advocate for the most disadvantaged tenants to help resolve their tenancy issues with their landlords. We cover 55% of NSW, with offices in Armidale, Tamworth and Dubbo.

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

If you would like to get informed 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 • 33 Church St, DUBBO

• 422-426 Peel St, TAMWORTH

Fax 02 6772 2999 • Phone 02 6772 4698 • newtaas@gmail.com

www.tenants.org.au

The Golden Warren

In November 2019 at the regional Network Meeting in Tweed Heads, we were again delighted to be recognised for our contribution to the Tenants' Union policy and law reform work, when NEWTAAS was awarded the Golden Warren for the fourth time. Linda was also the runner up in the “Smoothest Operator” category for exceptional work with land lease communities.

The 'dead rabbit' is named in honour of the seminal case of *Blades v Higgs* [1861] ER 693; (1861) 10 CB 713. In that case, the plaintiff had taken possession of a brace of dead rabbits poached from the estates of the Marquis of Exeter. On his behalf, the Marquis's employees, the defendants, exercised the ancient common law remedy of recaption - that is, they 'beat and pushed' the plaintiff and forcibly took the dead rabbits back. The plaintiff sued in assault, but the Court held that the defendants were entitled to use reasonable force in recapturing the dead rabbits, so the suit failed.

The case, however, remains relevant to tenancy law in New South Wales in other ways. The Marquis's granddaughter, Lady Catherine, married Henry de Vere Vane, the ninth Baron Barnard and great-great-great-great-grandson of Sir Henry Vane the Younger, whose third-cousin thrice-removed, Sir Henry Vane-Tempest, the second Baronet Vane-Tempest of Wynyard, was the ancestor of the Vane-Tempests of Condoblin, New South Wales, who were the respondent landlords in *Rosberg v Vane-Tempest*, an important case on the law relating to uncollected goods. In that case, the landlords unlawfully disposed of uncollected goods belonging to the applicant tenant, who did not seek to forcibly recapture the goods, but instead applied to the Tribunal for compensation. Despite the advocacy of legendary Koori advocate Cecil See, the Tribunal held that it lacked the power to make orders for compensation. This legislative defect was cured with the commencement of the [*Residential Tenancies Act 2010*](#).

It is appropriate, therefore, that TAAS contributions to tenancy law reform should be recognised with an award that honours the dead rabbit.





Cases with impact: Gatsby, Thelfro and Moore

Some tenancy cases are more complicated than others. Below are three cases that have a particular impact upon our work.

Gatsby:

In *Attorney General for New South Wales v Gatsby* (2018) NSECS 254, the NSW Court of Appeal held that the NSW Civil and Administrative Tribunal is not a court of a State and therefore does not have jurisdiction to determine matters between residents of different States by reason of s 39(2) of the *Judiciary Act 1903 (Cth)* and s 77(iii) of the *Constitution*.

Accordingly, natural persons who live in different States (but not Territories) of Australia are unable to use the Tribunal to resolve disputes. If they try, then their applications will be dismissed for lack of jurisdiction, but they can recommence proceeding in the Local Court or District Court, depending on the amount in dispute.

What does this mean for tenancy cases?

It's really important to find out who the landlord is, and where they live. If the landlord is a superannuation fund, or company, or trust that's not headed by a "natural person", then *Gatsby* doesn't apply.

But if the landlord lives in Queensland, or the tenant has moved to Victoria, there's a problem. Without jurisdiction, Tribunal must dismiss, and then the applicant has to take the dismissal orders to the Local Court and apply there. The Local Court is both a costs jurisdiction and has little expertise in the application of residential tenancy law.

That usually means that it's in the interests of both tenant and landlord to negotiate an agreement, which can be added to the Tribunal orders dismissing the application as a notation. Such a notation is not legally binding, but will certainly guide the Local Court as a factor for consideration if the terms of the agreement are not met.

Since 2018, we've seen a lot of these cases, and we are usually able to negotiate an agreement. The possibility of having to press a claim in the Local Court can be an incentive to negotiate to a landlord who is seeking end of tenancy rectification costs. Issues of repairs and rent reductions are more problematic, as the Local Court process is much slower than Tribunal, and in those cases, the tenant has often decided to simply leave the tenancy, rather than press their application.

As a matter of course, we always ask a tenant who their landlord is. Many tenants don't know, and simply name the real estate agents, so we give them advice with the proviso that if they discover that their landlord is in another state, then they need to contact us quickly because the Tribunal advice will not apply. We ask the question of the agent when we're representing a tenant, to make sure that *Gatsby* won't apply.

Thelfro:

In *Thelfro v Merbron Pty Ltd t/as Burraneer Bay Marina* [2018] NSWCATAP 251, the Tribunal resolved the issue of whether a claim by a purchaser against the agent of a vendor, for misleading and deceptive conduct or misrepresentation when acting on a vendor's behalf, is a consumer claim within the meaning of the *Fair Trading Act 1987*.

While there was clearly a supply of services by the agent to the vendor, the “question [was] whether or not there was also a supply of services by the agent to the appellants, in circumstances where they were not the contracting party.” ([29])

The Tribunal held that the definition of “supply” is “inclusive” and “should be construed in a beneficial way”. It was found that advertising the boat online “is to provide or furnish to that person a service and is therefore a supply” ([33]-[35]). It was further noted that ([35]):

“It would be a curious result to construe [“supply”] in a manner whereby a vendor paying for advertising services, as a consumer, would be able to bring a claim in the Tribunal against his agent, but a consumer to whom the advertising was directed could not do so.”

In conclusion, the Appeal Panel was “satisfied that there was a supply by the agent (as supplier) to the appellants (as consumers), and ... the appellants’ claim – alleging misrepresentation or false or misleading conduct of the agent – is a consumer claim within the meaning of the *Fair Trading Act*.” ([37]).

What does this mean for tenancy cases?

This case has only come up a few times for us since October 2018, because it requires a very specific set of circumstances, where the rental premises are advertised by an agent as offering specific features, and the premise does not in fact have that specific feature.

It does mean that if an agent advertises a house as having wood heating by way of a fireplace in the lounge room and a combustion stove in the kitchen, and then confirms at the inspection that both of those are in working order... Well, we are going to help the tenant take both the landlord and the agent to Tribunal as soon as they discover that in fact, neither fireplace nor stove work, and the landlord doesn’t want to fix them!

A significant rent reduction from the landlord, and compensation payable from the agent has been the outcome each time we’ve run a case with these circumstances.

Moore:

Before 2010, tenants were able to obtain compensation for distress and disappointment (often called non-economic loss) caused by their landlord's breach of residential tenancy agreement.

In 2010, a decision of the NSW Court of Appeal completely changed this state of affairs. In *Insight Vacations Pty Ltd v Young (2010) NSWCA 137 (11 June 2010)*, the Court decided that the *Civil Liability Act 2002* applied to compensation for distress, discomfort and disappointment. The Civil Liability Act made it very difficult to obtain compensation for these kinds of losses.

Following this decision, it became very difficult, and practically impossible, to obtain compensation for non-economic loss through an action in the Tribunal.

In April 2020, in *Moore v Scenic Tours Pty Ltd (2020) HCA 17*, the High Court unanimously allowed an appeal from a judgment of the Court of Appeal of the Supreme Court of New South Wales concerning damages for disappointment and distress caused by a breach of consumer guarantees in the *Australian Consumer Law* ("the ACL"). The High Court held that although Section 275 of the ACL picked up and applied Section 16 of the *Civil Liability Act 2002 (NSW)*

("the CLA") to proceedings in federal jurisdiction, Section 16(1) of the CLA did not apply to preclude the recovery of damages for disappointment and distress not consequential upon physical or psychiatric injury.

The Court held:

[41] Disappointment at a breach of a promise to provide recreation, relaxation and peace of mind is not an "impairment" of the mind or a "deterioration" or "injurious lessening or weakening" of the mind³⁴. Frustration and indignation as a reaction to a breach of contract under which the promisor undertook for reward to provide a pleasurable and relaxing holiday is, of itself, a normal, rational reaction of an unimpaired mind.

What does this mean for tenancy cases?

After ten years, compensation for non-economic loss is back! Compensation is often sought for very small amounts in tenancy matters but for a recalcitrant landlord who doesn't get around to doing the repairs, or can't afford them, or will do them next time he's there, or isn't happy with the quotes for the work and wants to get more, or, or, or – well, an application to Tribunal for repairs, rent reduction and compensation for non-economic loss generally seems to get their attention and convince them that actually, they really do need to do the repairs.

In the great majority of cases, that's what the tenant wants. We have been delighted to see the immediate effect of *Moore* in helping landlords understand their obligations to do repairs, and have run ten of these matters in the last few months, nearly all of which have resulted in repairs or an early release from the tenancy.

It is, however, an indictment upon the industry that it takes the threat of being found liable to pay compensation to the tenant to convince some landlords that they need to meet their legal obligations.



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 that 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. We have temporary funding of 1.0FTE to assist with the service delivery over the COVID-19 pandemic.

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 eighteen years, and during that time has helped more than 18,800 tenants with more than 23,000 matters.



newtaas clients Tamworth State Electoral District



Just under three quarters of NEWTAAS's Tamworth clients are not working, a proportion similar to that in Barwon SED. The 2016 Census found more than half of Tamworth's population's income was in the bottom two income quartiles. COVID-19 would not have made things any better.

Those dependent on government benefits are less able to weather financial storms and often find it difficult keeping up with the rent.

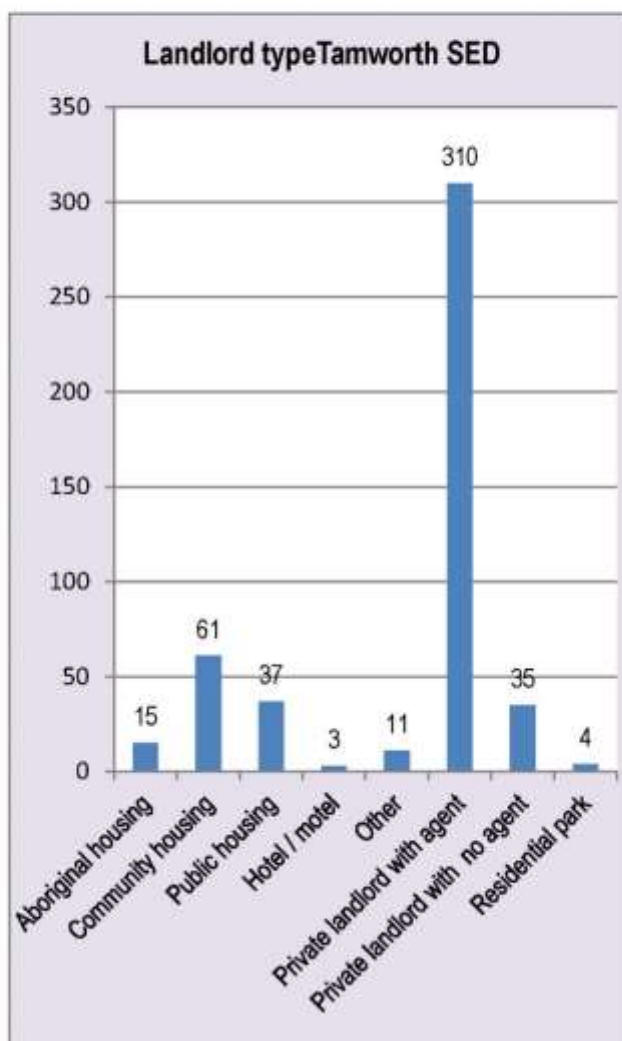
Yet, Tamworth has highest proportion of NEWTAAS clients with an email address. It also has the highest proportion of clients aged between 25 and 50. And it has the highest proportion of named co-tenants in the NEWTAAS catchment.

Client Age 2019-20	Under 25 years	46	10%
	25-50	281	62%
	51-65	63	14%
	Over 65	33	7%

Aboriginal and Torres Strait Islander and gender	ATSI	123	27%
	Female	310	68%

Tenure type	Tenant	316	69%
	Cotenant	208	46%
	Subtenant	1	0%
	Other occupant	14	3%
	Park home owner	0	0%

Households	Household type	Number in 2019-2020	% of cases involving
	Total Cases	455	100%
	Couple	58	13%
	Family	78	17%
	Group	31	7%
	Extended family	32	7%
	Single	128	28%
	Sole Parent	103	23%



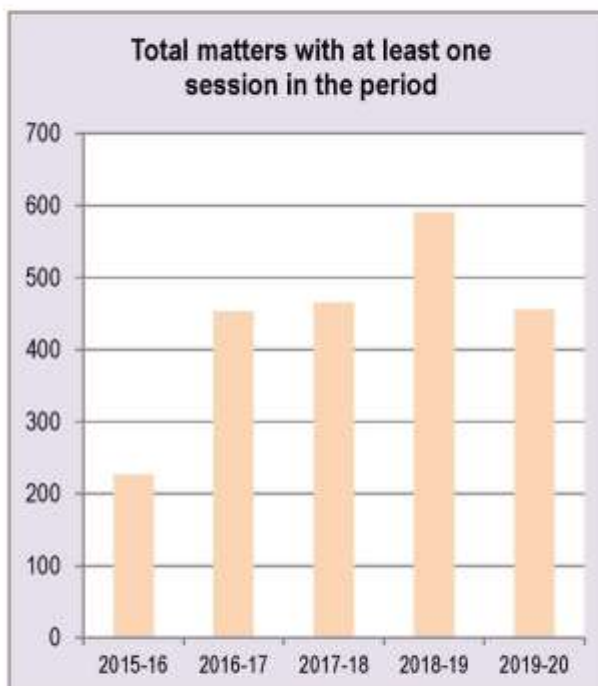
Tamworth State Electoral District newtaas work

2019-2020 cases in Tamworth SED fell by about 23% between 2018-19 and 2019-20, due to some normal variation and COVID-19.

There was a bigger proportions of cases dealing with bond disputes. Repairs and share housing remained about the same. There were slightly fewer matters proportionally in other categories. This changed in the COVID-19 part of the year however, (see next page). Over 2019-20 the average time spent on each matter dropped slightly to 2.1 hours. However matters involving advocacy increased from 12.2 to 19.6 hours.

Access to technology – 2019-2020 clients

Number of clients listing a mobile number as their primary contact phone	414	91%
Number of clients with email address supplied (2018-19)	247	54%
Number of clients with primary access to internet through mobile phone (estimate)	30% of those with an email address.	



Client risk factors Cases in 2019 - 2020

Tamworth SED		% of all cases
At risk of homelessness	66	15%
At risk of domestic violence	15	3%
Clients dealing with a disability	119	26%

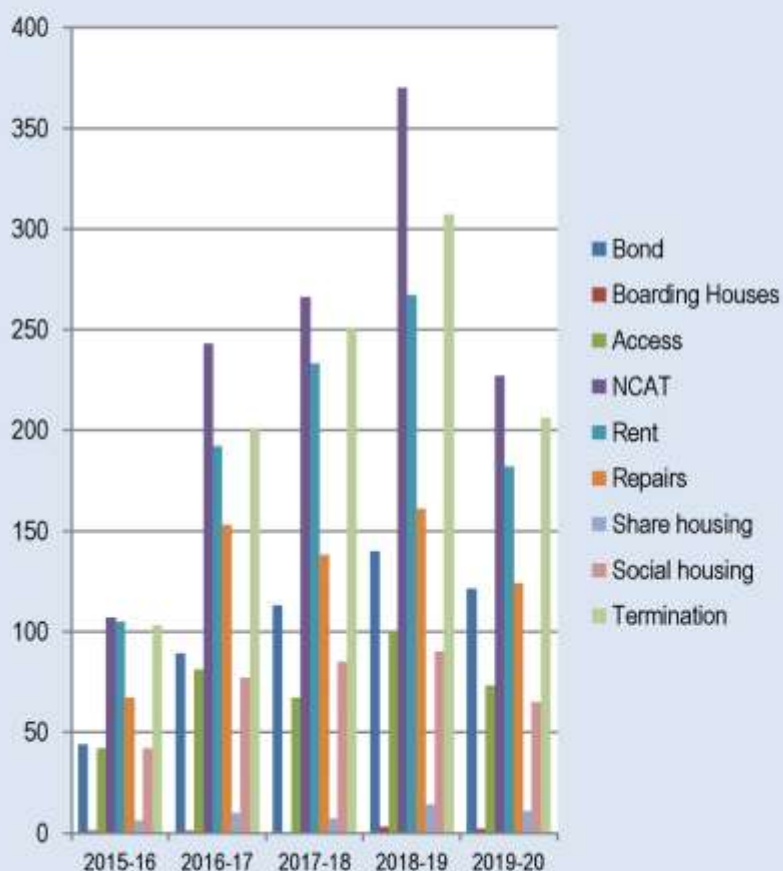
Clients' main Income Source

Employed	106
Government transfer payments	272
Other	23

Weekly rents paid by NEWTAAS clients, Tamworth SED 2019-2020

Rent paid	Clients
Under \$100	2
\$100 - \$149	11
\$150 - \$199	30
\$200 - \$249	62
\$250 - \$299	75
\$300 - \$349	67
\$350 and over	96

Types of matters dealt with 2015-2020



newtaas work Tamworth State Electoral District

COVID-19 effect	Number	Hours	Average hours per case	Top issues excluding NCAT (number of cases)			
Cases with one session between July and December 2019	260	865.25	3	Termination (42%)	Rents (38%)	Bond (25%)	Repairs (24%)
Cases with one session between January and June 2020	278	1279.75	5	Termination (47%)	Rents (41%)	Repairs (32%)	Bond (26%)

The COVID-19 crisis changed the work methods and work flow of services like NEWTAAS. The table above shows the amount of work required for each case has exploded, while the major issues dealt with show a big increase in termination and rent-related issues.

CASE STUDY

Cockroach heaven, human hell

On their first night in their new place, a friend who had been helping the tenant moved the fridge, and ruined everyone's tea. Behind the fridge, the wall was a mass of cockroaches. The tenant refused to stay overnight in the house, and left with baby and some belongings to stay at friends.

A lot of the tenant's appliances and furniture were brand new. Now they were at risk of infestation.

The tenant spoke to Fair Trading, the real estate agent and NEWTAAS. The tenant did not want to return to the house, and was concerned about her and the baby's things.

The real estate agent denied all knowledge of the cockroaches. They even tried to claim that the tenant had brought the cockroaches with her, and made vague threats about her centrelink entitlements. NEWTAAS advised the tenant throughout. The tenant had photos of obvious long term cockroach dirt on the top of cupboards.

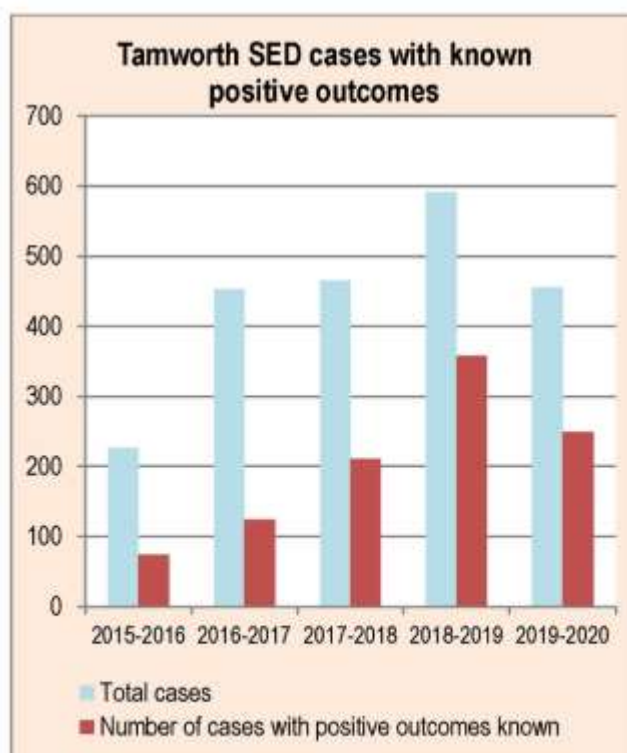
Thereafter the agent began to backtrack. Their pest controller verified that the cockroach nest was long term. The agent said in writing that the tenant could leave without penalty. They organised a series of pest treatments for the premises and the tenant's goods. And they agreed to refund all rent paid and the bond in full.

8 sessions, 5.75 hours

NEWTAAS was able to achieve verified good outcomes for tenants in 55 per cent of all matters we dealt with in 2019-20 in Tamworth SED. That is down slightly from 61 per cent in 2018-19. For most matters, particularly when advice only is given, NEWTAAS is not made aware of how the issue is ultimately resolved.

The effort to achieve those results ranged from an average of 2.6 hours for advice only to more than 27 hours for matters including advocacy at NCAT. This is due to the work required for positive outcomes, and the extremely challenging circumstances and low resources faced by NEWTAAS clients.

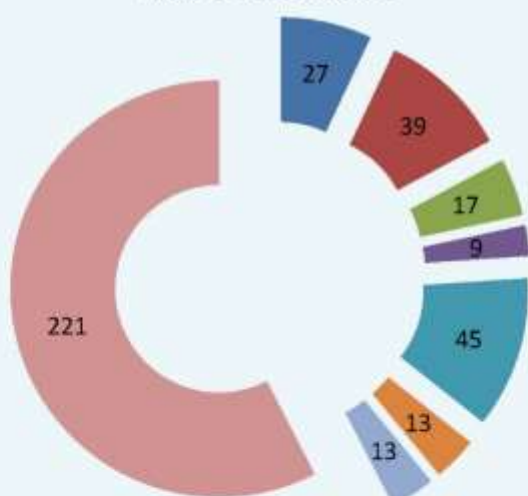
The graph on the next page shows the outcomes that have been achieved in Tamworth in 2020. The table shows the issues dealt with in these cases – with most related to termination, NCAT, rents, repairs and bond disputes.



Tamworth State Electoral District newtaas results

Positive outcomes achieved for clients by work type and issues dealt with, Tamworth SED 2019 – 2020											
of 445 total cases	Total cases - positive results	Bond	Boarding Houses	Access	NCAT	Rents	Repairs	Share Housing	Social Housing	Termination	Total Hours
Tribunal Advocacy	30	15	0	5	28	20	4	0	8	19	814.75
Non Tribunal advocacy only	15	6	0	0	9	8	5	0	5	6	252.25
Duty Advocacy	16	4	0	4	14	10	2	1	0	14	61
Advice, referral and assistance only	188	59	0	31	96	74	65	4	17	91	490.25

The types of positive outcomes achieved for tenants



- Homelessness or eviction prevented, alternative accommodation obtained
- Landlord action dismissed or withdrawn, other landlord action prevented
- Tenant debt reduced or removed
- Client hearing successful
- Negotiated outcome
- Payment to client obtained
- Other client action successful
- Other occupants assisted

CASE STUDY Missing bond

The tenant applied for the return of her bond after she left her home of 18 years. She was taken aback when Rental Services told her that her bond had been paid out eight years ago, into the trust fund of the real estate agents who had been managing the tenancy then.

The tenant contacted NEWTAAS. She confirmed that she had not heard anything about the bond being paid out until she applied for it in 2019. She remembered that the landlord had taken over his own management of the property some years ago.

The tenant spoke to the landlord, and NEWTAAS spoke to the former agents. Neither wanted to return the tenant's money, which somebody had taken. On top of that, Bond Claims was reluctant to speak with us, and claimed to have no paper records from that period.

NEWTAAS helped the tenant draft NCAT applications against the landlord and former agents. Negotiations continued with the agents. NCAT applications were lodged, there were more discussions and investigations. The former agents agreed to pay the amount of the bond to the tenant. The matter was resolved.

40 sessions, 20.75 hours

newtaas clients Northern Tablelands State Electoral District



Sixty-two per cent of client households in Northern Tablelands rely on government payments, while 47 per cent of clients pay more than \$300 per week in rent. Only 29 per cent of clients are employed.

Northern Tablelands has a higher proportion of clients with a disability than the other SEDs in NEWTAAS' catchment.

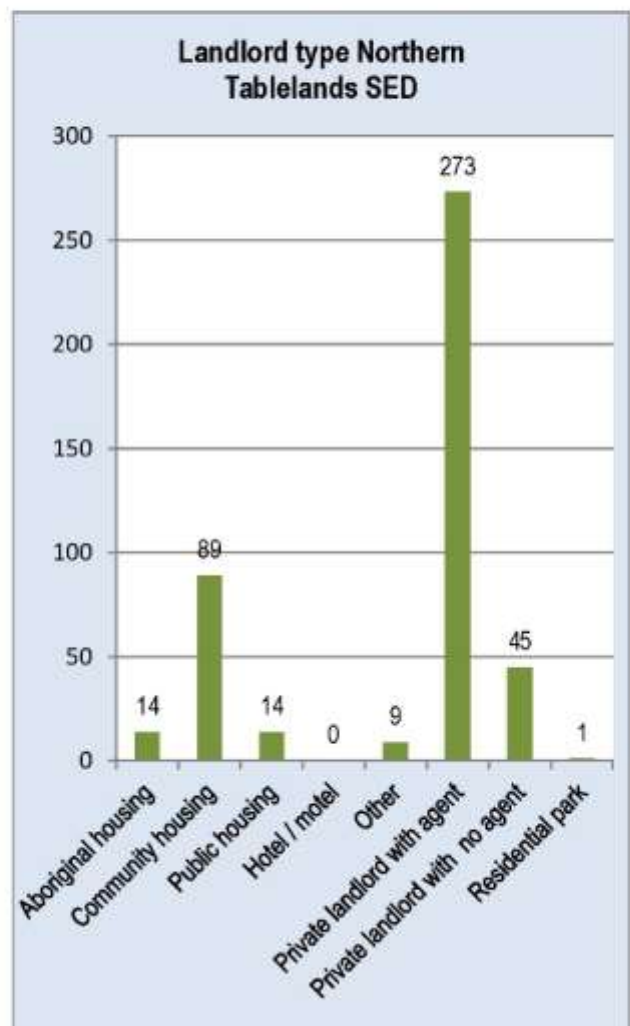
Access to email is at the upper end of the catchment, (53per cent, similar to Tamworth, but much higher than Dubbo and Barwon). Northern Tablelands has a substantial student population, which is reflected in the larger numbers related to "boarding house" matters in this SED.

Client Age 2019-20	Under 25 years	25	5%
	25-50	266	57%
	51-65	73	16%
	Over 65	37	8%

Aboriginal and Torres Strait Islander and gender	ATSI	110	24%
	Female	304	65%

Tenure type	Tenant	327	70%
	Cotenant	107	23%
	Subtenant	1	0%
	Other occupant	14	3%
	Park home owner	0	0%

Households	Household type	Number in 2019-2020	% of cases involving
	Total Cases	467	100%
	Couple	55	12%
	Family	69	15%
	Group	32	7%
	Extended family	34	7%
	Single	151	32%
	Sole Parent	87	19%



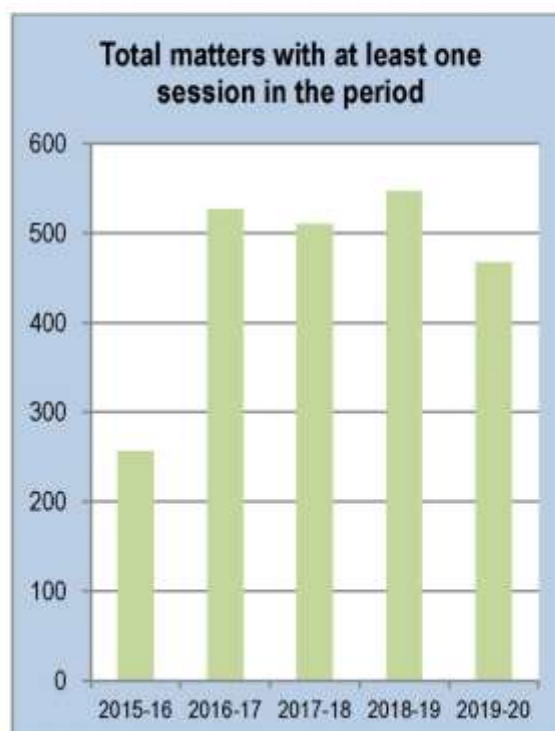
Northern Tablelands State Electoral District newtaas work

In the Northern Tablelands State Electoral District the number of cases handled by NEWTAAS fell by about 15% between 2018-19 and 2019-20. This is probably due to normal variation and the effects of COVID-19.

Time spent on cases ranged from 1.8 hours for phone advice only, to 17.8 hours where advocacy was provided.

Proportionally, matters involving bonds, rents, share housing and social housing stayed about the same, while NCAT, access and repairs fell. There were proportionally more cases involving rents and terminations (see next page).

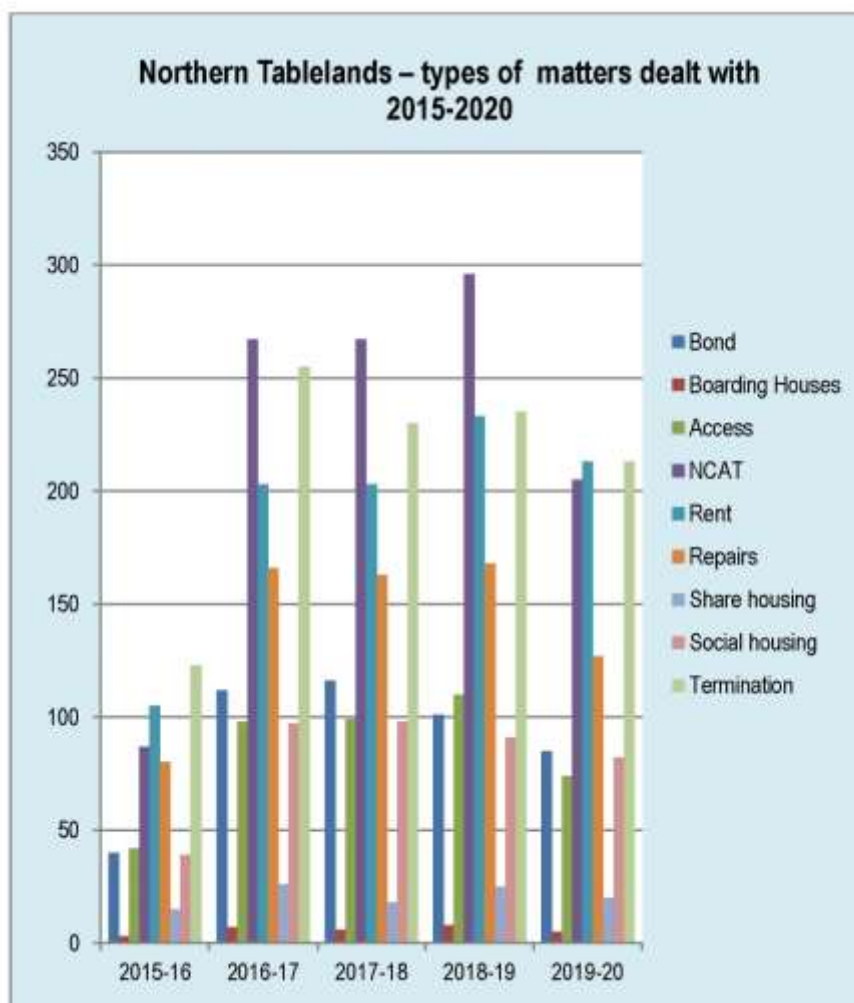
Access to technology – 2019-2020 clients		
Number of clients listing a mobile number as their primary contact phone	385	82%
Number of clients with email address supplied (2018-19)	247	53%
Number of clients with primary access to internet through mobile phone (estimate)	30% of those with an email address.	



Client risk factors Cases in 2019 – 2020		
Northern Tablelands SED		% of all cases
At risk of homelessness	73	16%
At risk of domestic violence	16	3%
Clients dealing with a disability	127	27%

Clients' main Income Source	
Employed	134
Government transfer payments	283
Other	42

Weekly rents	
Under \$100	11
\$100 - \$149	24
\$150 - \$199	33
\$200 - \$249	59
\$250 - \$299	51
\$300 - \$349	63
\$350 and over	98



newtaas work Northern Tablelands State Electoral District

COVID-19 effect	Number	Hours	Average hours per case	Top issues excluding NCAT (number of cases)			
Cases with one session between July and December 2019	277	905.5	3	Termination (43%)	Rents (42%)	Repairs (28%)	Bond (18%)
Cases with one session between January and June 2020	277	1021.25	4	Rents (49%)	Termination (48%)	Repairs (29%)	Bond (18%)

The COVID-19 crisis changed the work methods and work flow of services like NEWTAAS. The table above shows the amount of work required for each case increased by more than a third, while the major issues dealt with show a big increase in termination and rent-related issues.

CASE STUDY

Landlord tries to blame tenant for breakdown

The dishwasher stopped working. The landlord sent a technician to fix it. The technician claimed to have found dead cockroach shells in the controls. The landlord decided the breakdown was the tenant's fault. The landlord refused to fix the problem and demanded the tenant pay for a new dishwasher.

NEWTAAS helped the tenant respond to the landlord. We pointed out:

- The type of dishwasher was on sale in Australia for between 6 and 13 years ago. The Australian Tax Office says that dishwashers have a depreciable lifespan of only 10 years.
- The particular model of dishwasher has been the subject of litigation in the US; an incorrectly fastened rear panel allowed water and pests into the workings
- The landlord had no evidence that the tenant caused the damage to the dishwasher

The tenant had organised five statutory declarations from visitors to the premises saying that they had never noticed any evidence of live cockroaches in the house while the tenant had lived there.

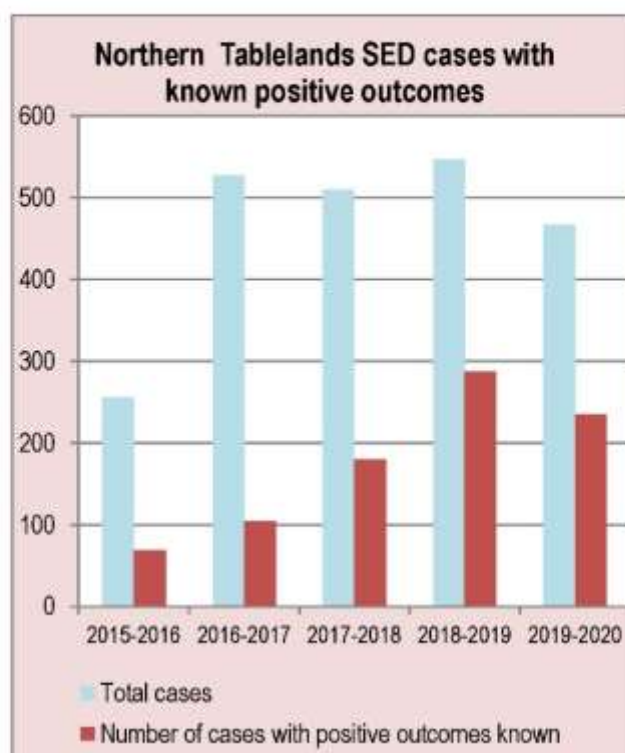
The landlord replaced the broken dishwasher, at no charge to the tenant, within a week.

7 sessions, 7 hours

NEWTAAS was able to achieve verified good outcomes for tenants in 50 per cent of all matters we dealt with in 2019-20 in Northern Tablelands SED. That is down slightly from 52 per cent in 2018-19. Often, particularly when advice only is given, NEWTAAS is not made aware of how the issue is ultimately resolved.

The effort to achieve these results ranged from an average of 2 hours and seven minutes for advice only, to more than 22 hours for matters involving NCAT advocacy. This is due to the work required for positive outcomes, and the extremely challenging circumstances and low resources faced by NEWTAAS clients.

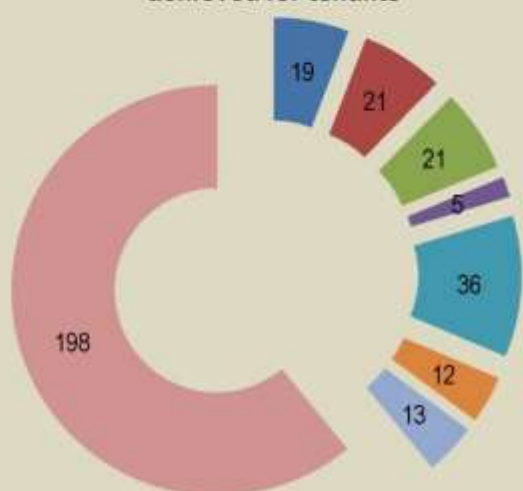
The graph on the next page shows the outcomes that have been achieved in Northern Tablelands in 2020. The table shows the issues dealt with in these cases – with most related to termination, NCAT, rents, repairs and bond disputes.



Northern Tablelands State Electoral District newtaas results

Positive outcomes achieved for clients by work type and issues dealt with, Northern Tablelands SED 2019 – 2020											
of 467 total cases	Total cases - positive results	Bond	Boarding Houses	Access	NCAT	Rents	Repairs	Share Housing	Social Housing	Termination	Total Hours
Tribunal Advocacy	31	11	0	5	29	25	7	0	8	19	688.75
Non Tribunal advocacy only	20	2	0	8	11	14	8	1	9	12	243.25
Duty Advocacy	16	5	0	1	15	12	2	1	6	10	181.75
Advice, referral and assistance only	178	35	1	31	81	95	50	8	22	94	378.5

The types of positive outcomes achieved for tenants



- Homelessness or eviction prevented, alternative accommodation obtained
- Landlord action dismissed or withdrawn, other landlord action prevented
- Tenant debt reduced or removed
- Client hearing successful
- Negotiated outcome
- Payment to client obtained
- Other client action successful
- Other occupants assisted

CASE STUDY

Community housing talks drag on – rent credit and lower charges result

The tenant left his home of 24 years to go travelling. The landlord is a Community Housing Provider. The landlord claimed nearly \$2,500 from the tenant for “end of lease” damage. The housing provider applied to NCAT for orders that the tenant pay compensation. However, the tenant had overpaid rent and the housing provider had messed up his subsidy calculations.

The tenant acknowledged some damage over the years. The housing provider wanted the tenant to pay for items that had worn out, but had not factored in depreciation. They also tried to get the tenant to pay for upgrades to items, such as the front door and light fittings.

NEWTAAAS worked through all the items on the landlord’s scoping report with the tenant, and discussed the proper value for each item with a series of property managers.

Eventually, the landlord agreed to reduce the amount they were seeking by almost \$600. They also recalculated the rent subsidy and credited the tenant for overpaid rent. Consent orders were negotiated, and the tenant only had to pay a manageable amount.

53 sessions, 25.5 hours work

NEWTAAS clients Dubbo State Electoral District



Dubbo SED has the highest rate of single person households and the lowest proportion of female clients in the NEWTAAS catchment. It also has the highest rate of clients at risk of domestic violence, and the lowest rate of clients reporting a disability. It has the highest rate of employment at 50%.

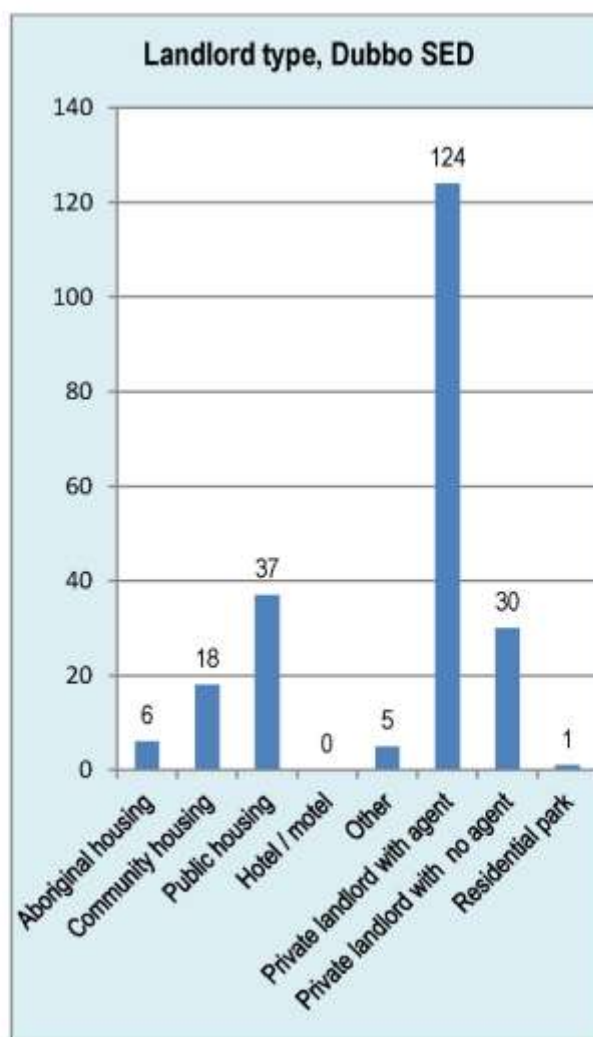
Dubbo SED has the lowest rate in NEWTAAS' catchment of clients using mobile phones as their contact number. The number of clients with an email address is significantly lower than either Tamworth or Northern Tablelands SEDs, but is higher than Barwon. In Dubbo, 65 per cent of clients report paying more than \$250 per week in rent.

Client Age 2019-20	Under 25 years	22	7%
	25-50	167	50%
	51-65	53	16%
	Over 65	43	13%

Aboriginal and Torres strait islander and gender	ATSI	66	20%
	Female	202	61%

Tenure type	Tenant	221	67%
	Cotenant	84	25%
	Subtenant	1	0%
	Other occupant	13	4%
	Park home owner	1	0%

Household	Household type	Number in 2019-2020	% of cases involving
	Total Cases	331	100%
	Couple	39	12%
	Family	49	15%
	Group	22	7%
	Extended family	15	5%
	Single	117	35%
	Sole Parent	63	19%



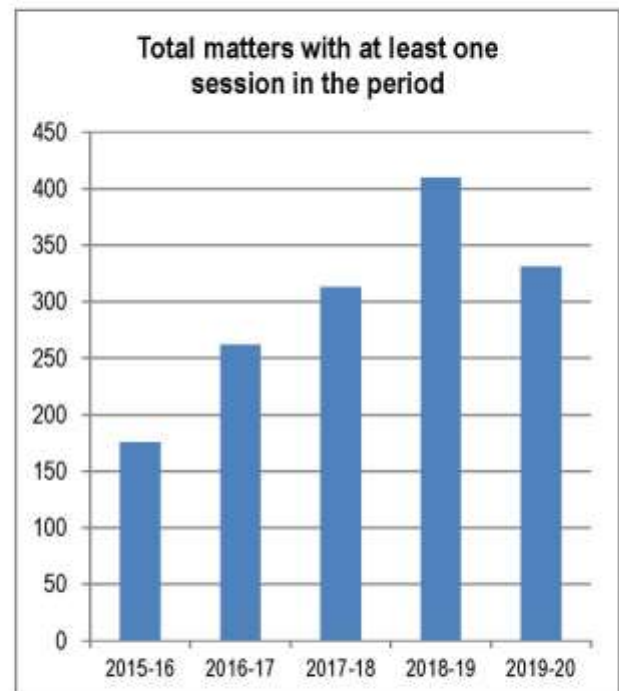
Dubbo State Electoral District NEWTAAS work

In Dubbo State Electoral District, NEWTAAS cases fell by about 19 per cent from 2018-19 to 2019-20. This is part normal variation and part COVID-19 related.

Proportionally, social housing matters increased, while bond, NCAT and access matters fell most. Other types stayed about the same.

Cases involving advocacy took about 11 hours to resolve, while those where only phone advice was given took 1.5 hours. There was an increase in the average time spent per case after COVID-19 (see over page).

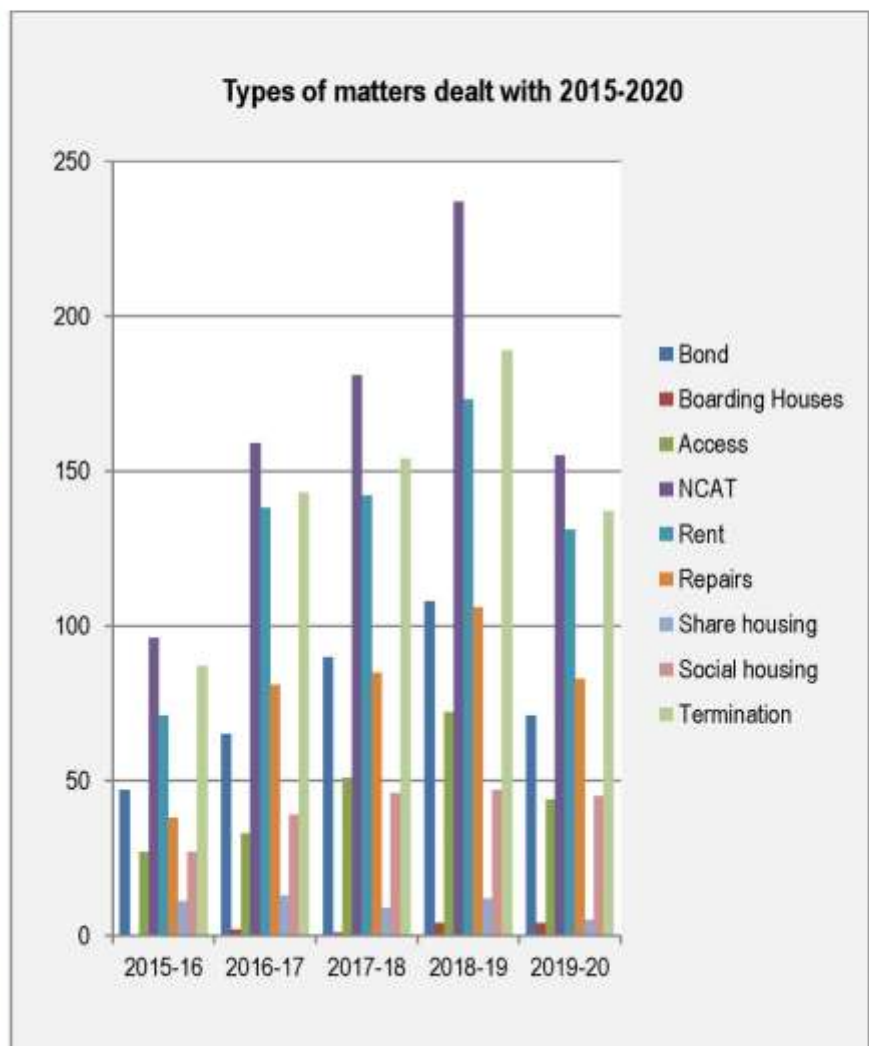
Access to technology – 2019-2020 clients		
Number of clients listing a mobile number as their primary contact phone	254	77%
Number of clients with email address supplied (2018-19)	119	36%
Number of clients with primary access to internet through mobile phone (estimate)	30% of those with an email address.	



Client risk factors cases in 2019 - 2020		
Dubbo SED		% of all cases
At risk of homelessness	48	15%
At risk of domestic violence	13	4%
Clients dealing with a disability	48	15%

Clients' main Income Source	
Employed	106
Government transfer payments	88
Other	20

Weekly rents paid by NEWTAAS clients, Dubbo SED 2019-2020	
Rent paid	Clients
Under \$100	4
\$100 - \$149	24
\$150 - \$199	9
\$200 - \$249	42
\$250 - \$299	39
\$300 - \$349	55
\$350 and over	52



NEWTAAS work Dubbo State Electoral District

COVID-19 effect	Number	Hours	Average hours per case	Top issues excluding NCAT (number of cases)			
Cases with one session between July and December 2019	205	473	2	Termination (45%)	Rents (42%)	Bond (23%)	Repairs (21%)
Cases with one session between January and June 2020	178	486	3	Termination (37%)	Rents (35%)	Repairs (30%)	Bond (19%)

The COVID-19 crisis changed the work methods and work flow of services like NEWTAAS. The table above shows the amount of work required for each case has increased by 50 per cent. Dubbo SED is alone in our catchment for not showing increases in “termination” and “rents” matters during the COVID-19 period. There was however a big increase in “repairs” matters. Some tenants have told us that they have become frustrated at having to pay more of their decreasing incomes for rent when repairs are not carried out.

CASE STUDY Late night negotiations

The couple called late in the afternoon. Their landlord was demanding they leave the premises the next day. The callers were concerned they would lose the 4 week bond and 2 weeks rent in advance that they had paid

The premises could have been a tenancy or, more likely, an unregistered boarding house. There were eight people living there. The landlord had recently demanded extra for (unmetered) electricity use, which was supposed to be included in the rent.

There was no written agreement, only a copy of house rules. Nor were there any rent receipts.

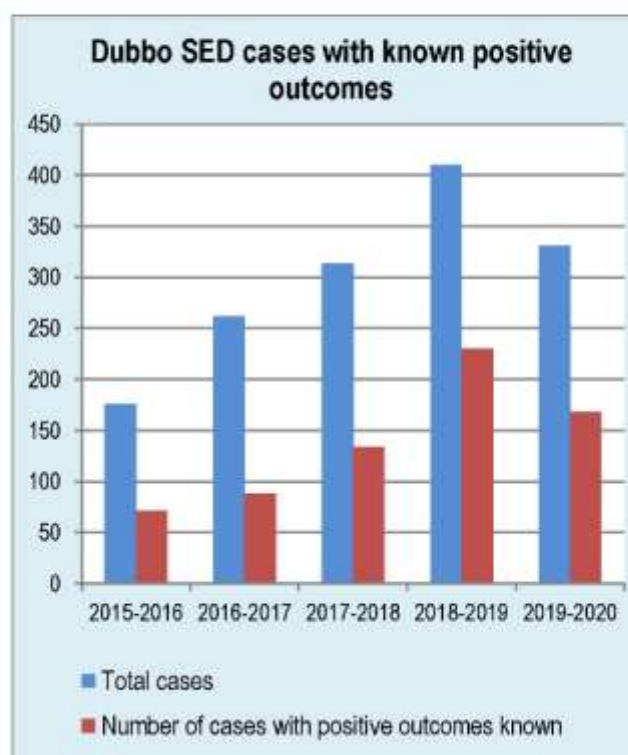
NEWTAAS advised the tenants and provided our usual lockout resources. We negotiated with the landlord, reaching an agreement late in the evening. The landlord agreed to repay the tenants their bond and rent in advance, minus rent up until when they were able to leave, and a small amount for electricity. The tenants agreed to leave as soon as possible (they had somewhere else to go). The landlord was not to change locks or withdraw facilities in this period. NEWTAAS drafted an agreement for both parties requiring email consent. The matter was resolved by the next day.

13 sessions, 10.5 hours

NEWTAAS was able to achieve verified good outcomes for tenants in 51 per cent of all matters we dealt with in 2019-20 in Dubbo SED. That is down slightly from 56 per cent in 2018-19. For most matters, particularly when advice only is given, NEWTAAS isn't told how the issue is ultimately resolved.

The effort to achieve those results ranged from an average of one hour and 47 minutes for advice only, to more than 12 hours for matters including advocacy at NCAT. This is due to the work required for positive outcomes, and the extremely challenging circumstances and low resources faced by NEWTAAS clients.

The graph on the next page shows the outcomes that have been achieved in Dubbo in 2020. The table shows the issues dealt with in those cases – with most related to termination, NCAT, rents, repairs and bond disputes.

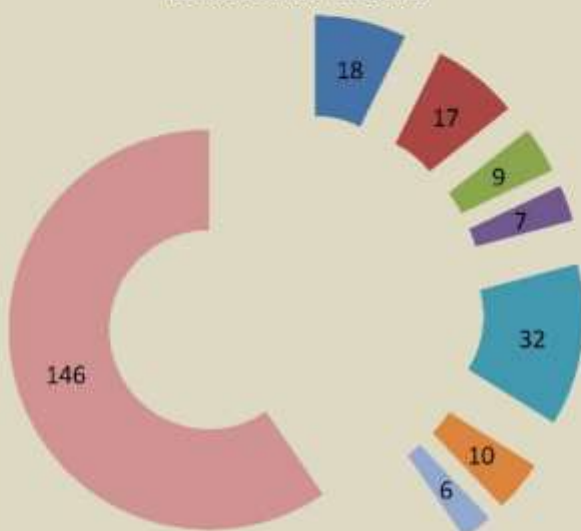


Dubbo State Electoral District NEWTAAS results

Positive verified outcomes achieved for clients by work type and issues dealt with, Dubbo SED 2019 – 2020

of 331 total cases	Total cases with positive results	Bond	Boarding Houses	Access	NCAT	Rents	Repairs	Share Housing	Social Housing	Termination	Total Hours Worked
Tribunal Advocacy	27	8	0	3	26	21	5	0	9	19	332.75
Non Tribunal advocacy only	11	2	1	3	5	6	5	0	6	6	159.25
Duty Advocacy	2	0	0	0	1	1	1	0	0	2	3.5
Advice, referral and assistance only	128	20	1	19	69	56	37	3	12	60	230

The types of positive outcomes achieved for tenants



- Homelessness or eviction prevented, alternative accommodation obtained
- Landlord action dismissed or withdrawn, other landlord action prevented
- Tenant debt reduced or removed
- Client hearing successful
- Negotiated outcome
- Payment to client obtained
- Other client action successful
- Other occupants assisted

CASE STUDY Carpetlagers

Elderly next door neighbours were trying to get DCJ (Housing) to replace the worn and filthy carpets in their units. The carpets were more than 12 years old, coming away from the walls and lifting at the joins, potential trip hazards and dangerous for the tenants. The carpet cleaners refused to clean them any longer as they were in such bad condition, greatly adding to the distress of the tenants.

Even though DCJ manage the tenancies, public housing and most community housing is owned by NSW Land and Housing Corporation, and they control maintenance and repairs. Getting carpet out of L&HC can be harder than getting blood from a stone, but we considered it essential.

NEWTAAS started negotiating to replace the carpets in August 2019. Unanswered emails and unreturned calls mounted up from August to December. Then it was January and the possibility of a decision – and then COVID-19.

Finally, in March 2020 a decision was made to replace the carpets. The 76 and 80 years old women would have to move their own furniture, of course. After more advocacy, in May, the tenants were told they could pick the colour, and the installers would move furniture for them. On June 16, nearly 11 months later, the carpets were in, and our old ladies were much happier.

52 sessions, 18.25 hours

newtaas clients Barwon State Electoral District



NEWTAAS clients in Barwon State Electoral District are less likely to be employed than in any other electorate in our catchment. More households are likely to be sole parent families.

At 32 per cent, NEWTAAS has more Aboriginal clients in Barwon than in any other SED. The number of clients who provide an email address is only 19 per cent on latest figures, compared to 53 per cent in Northern Tablelands, 54 per cent in Tamworth and 36 per cent in Dubbo. NEWTAAS estimates that 30 per cent of our clients with email addresses can access the internet on a device other than a phone. That presents an extra hurdle for tenants in Barwon trying to navigate tenancy disputes in a COVID-19 environment.

Barwon has the highest proportion of landlords who are not represented by real estate agents. Barwon also has the highest proportion of NEWTAAS clients who are paying less than \$250 per week for their homes.

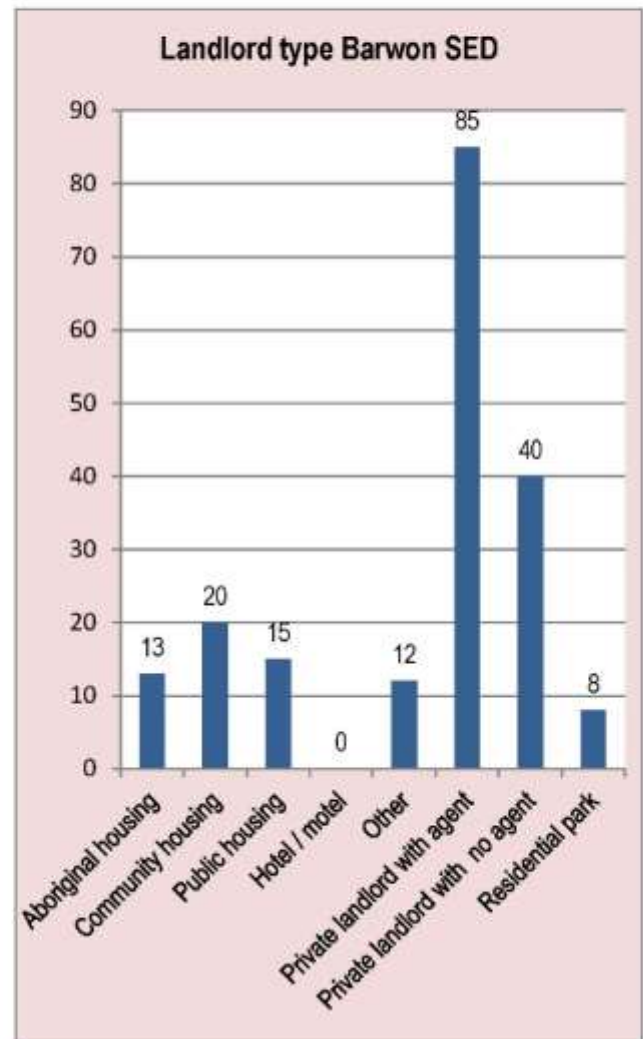
Access to technology – 2019-2020 clients			
Number of clients listing a mobile number as their primary contact phone	166	85%	
Number of new clients added with email address supplied 2018 and 2019	38	19%	
Number of clients with primary access to internet through mobile phone (estimate)	30% of those with an email address.		

Client Age 2019-20	Under 25 years	11	6%
	25-50	111	57%
	51-65	29	15%
	Over 65	25	13%

Aboriginal and Torres Strait Islander and gender	ATSI	61	31%
	Female	130	67%

Tenure type	Tenant	150	77%
	Cotenant	32	16%
	Subtenant	0	0%
	Other occupant	6	3%
	Park home owner	1	1%

Households	Household type	Number in 2019-2020	% of cases involving
	Total Cases	195	100%
	Couple	20	10%
	Family	24	12%
	Group	5	3%
	Extended family	4	2%
	Single	78	40%
	Sole Parent	50	26%



newtaas work Barwon State Electoral District

COVID-19 effect	Number	Hours	Average hours per case	Top issues excluding NCAT (number of cases)			
Cases with one session between July and December 2019	127	411	3.24	Termination (47%)	Rents (46%)	Repairs (31%)	Bond (20%)
Cases with one session between January and June 2020	113	375.75	3.33	Rents (55%)	Termination (53%)	Repairs (35%)	Bond (18%)

The COVID-19 crisis changed the work methods and work flow of services like NEWTAAS. The table above shows a big increase in the amount of work required for each case, while the major issues dealt with show a big increase in termination and rent-related issues.

CASE STUDY Private tenancy saved with repayment plan

A lot of advocacy by NEWTAAS helped set up an arrears repayment plan and save a tenancy with a private landlord. Thanks to efforts by NEWTAAS the tenant and her child were able to avoid potential homelessness.

The landlord's agent also agreed to carry out substantial repairs.

The tenant was very young and had a young child. She had stopped paying rent because repairs had not been carried out. The tenant had fallen into substantial rent arrears as a result. The landlord applied to NCAT for termination orders, which would apply even if the tenant entered a repayment plan.

Another problem for the tenant was that she had only reported the repairs over the phone, and had no evidence she had done so.

NEWTAAS worked tirelessly with the tenant, taking her through the correct process to report repairs and make sure they were done. We underlined that the tenant should never just stop paying the rent.

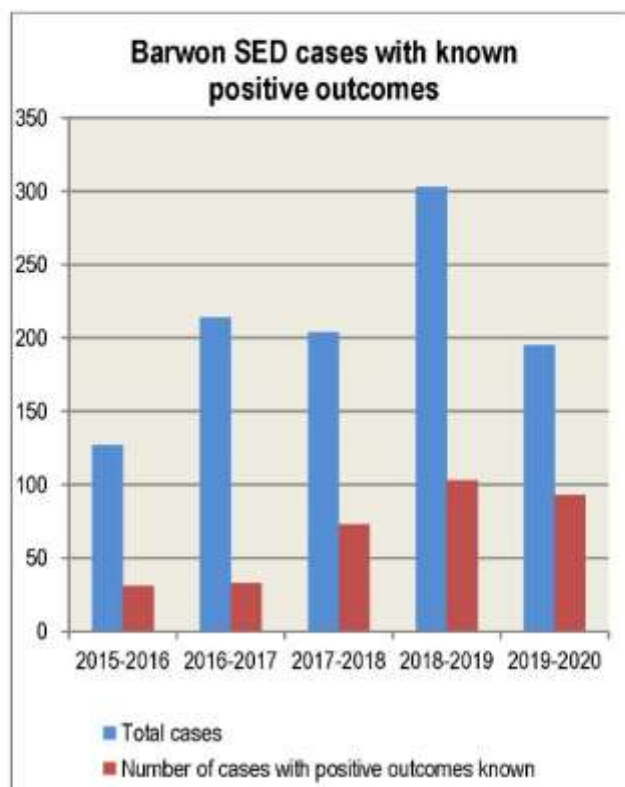
NEWTAAS also had to press very hard before the real estate agent accepted a repayment plan. NEWTAAS' advocacy extended to helping the tenant apply for help from FACS Housing and working with the Western Aboriginal Tenants Advice and Advocacy Service, which had also been involved with the tenant.

32 sessions, 12.25 hours

In spite of lower case numbers in 2019-2020, NEWTAAS has been able to achieve a greater proportion of verified positive outcomes for tenants (see graph below). We are now helping nearly half our clients in Barwon achieve better outcomes – our highest level yet. The type of outcomes achieved are set out on the next page.

Achieving these outcomes can be extremely resource intensive. The chart opposite sets out different types of work, the issues dealt with, and the time spent.

For good results based on telephone advice only, the average case in Barwon is slightly less than two hours. For cases involving Tribunal Advocacy, the average is over 25 hours. When NEWTAAS deals with landlords directly, the average case time is 17 hours.



newtaas work Barwon State Electoral District

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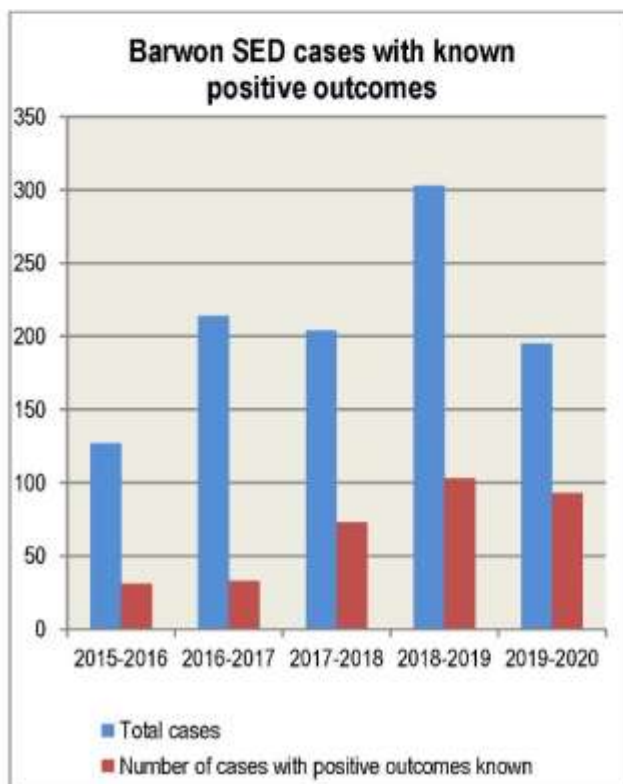
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Barwon State Electoral District newtaas results

Positive outcomes achieved for clients by work type and issues dealt with, Barwon SED 2019 – 2020											
of 195 total cases	Total cases - positive results	Bond	Boarding Houses	Access	NCAT	Rents	Repairs	Share Housing	Social Housing	Termination	Total Hours
Tribunal Advocacy	8	3	0	1	7	7	2	0	2	8	204.5
Non Tribunal advocacy only	8	3	0	1	6	6	1	0	1	6	133
Duty Advocacy	2	0	0	1	2	2	0	0	0	2	28.25
Advice, referral and assistance only	75	14	0	12	47	36	35	1	13	40	145

The types of positive outcomes achieved for tenants



- Homelessness or eviction prevented, alternative accommodation obtained
- Landlord action dismissed or withdrawn, other landlord action prevented
- Tenant debt reduced or removed
- Client hearing successful
- Negotiated outcome
- Payment to client obtained
- Other client action successful
- Other occupants assisted

CASE STUDY

Public housing eviction averted

The tenant didn't know he was in arrears to FACS Housing. He was unaware he had been taken to NCAT until he received the orders terminating his tenancy. He contacted a community support service who contacted NEWTAAS.

The arrears were not large. NEWTAAS checked the NCAT orders. They were made under s.87 of the Residential Tenancies Act. That meant that if the tenant repaid the arrears in full the termination order would no longer apply. (Termination orders made under s.98(5) would apply whether the tenant paid off the debt or not). The tenant was one day out of time to apply for an NCAT order to set-aside the termination decision. It was possible to apply for an extension of time, but there was always a risk that it would be rejected.

Linda worked on both the community service and FACS Housing. The support service was able to source enough funds to pay off the arrears in full. The tenant agreed to pay his rent from Centrepay in future. And FACS Housing agreed that they would not act on the warrant for termination.

7 sessions, 2.75 hours

Renting your home?

Paying too much

Repairs not done

Discrimination over your job

Rent Debt

Need help with NCAT

Lost income

Find out what you can do about it
1800 836 268

Monday – Friday 9am to 5pm

New England and Western Tenants Advice and Advocacy Service is a free service that works only for tenants. We have been working for tenants in the New England, North Western and Western parts of NSW for almost 20 years.

NEWTAAS staff draw on a wealth of expertise and experience to give tenants accurate and tailored advice and assistance for the whole range of problems that confront people renting their homes.

**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 2020**

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 2020

Contents to the financial report

Committees Report	2
Statement of profit or loss and other comprehensive income	4
Statement of financial position	6
Statement of changes in equity	7
Statement of cash flows	8
Notes to the financial statements	9
Statement by Members of the Committee	18
Independent auditor's report	19

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 2020.

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
Brian Humphreys
Jennifer Bourke
Noel Marshall

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 Core Grant funding contract with the Department of Fair Trading NSW was renewed as at September 2019 for a further 3 years until 30 June 2022. Additional one off funding was also received from the Department of Fair Trading for 1 FTE for one year commencing in May 2020.

After balance date events

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

Likely Developments

The financial statements have been prepared on a going concern basis. The current funding contract expires on 30 June 2022 and will go out to tender. NEWTAAS has been offering TAAS services since 2002 and is the best performing TAAS in NSW. It is therefore considered likely that NEWTAAS will be successful in their tender application. However, should NEWTAAS be unsuccessful in their tender application then the organisation would be wound up as it is dependent on Grant funding to operate.

Operating Result

The operating deficit for the year ending 30 June 2020 is \$Nil, (2019 deficit of Nil).

New England & Western Tenants Advice & Advocacy Service Inc.

Statement of profit or loss and other comprehensive income for the
Year ended 30 June 2020

	2020	2019
	\$	\$
Revenue		
Grant – Core Funding	535,199	522,145
Grant – Non Core Funding	82,447	53,608
Reimbursable expenses	1,250	1,703
Other Income	8,926	3,640
Cash Flow Boost Government Funding	43,050	
Interest	5,128	7,639
Total revenue	676,000	588,735
Expenditure		
Salary and Related Expenses		
Salaries and Wages	438,959	387,957
On-costs	135,167	107,836
Total Salary and Related Expenses	574,126	495,793
Other Operating Expenses		
Phones & Communication	13,489	20,620
Language or Cultural Services	1,535	421
Depreciation	7,873	9,699
Operating Management	21,276	7,938
Office Expenses	9,557	11,105
Consumables	2,005	2,008
Insurance	5,555	5,006
Rent	25,728	24,266
Staff/Volunteer Training	327	1,280
Transport and Motor Vehicle Costs	14,529	10,599
	101,874	92,942
Total Expenditure	676,000	588,735
Current year deficit before income tax	Nil	Nil
Income tax expense	Nil	Nil
Net Current year deficit	Nil	Nil

New England & Western Tenants Advice & Advocacy Service Inc.

Statement of profit or loss and other comprehensive income for the
Year ended 30 June 2020 (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

Nil

Nil

**Total comprehensive income attributable to
members of the entity**

Nil

Nil

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 2020

	Note	2020 \$	2019 \$
ASSETS			
CURRENT ASSETS			
Cash and Cash Equivalents		511,560	485,429
Accounts receivable and other debtors	2	28,465	6,503
Shares		10	10
Total Current Assets		540,035	491,942
NON-CURRENT ASSETS			
Plant & equipment	3	21,542	18,261
Total Non Current Assets		21,542	18,261
Total Assets		561,577	510,203
LIABILITIES			
CURRENT LIABILITIES			
Accounts payable and other payables		28,789	15,392
Employee provisions	4	314,809	243,243
Other current liabilities	5	99,711	148,181
Total Current Liabilities		443,309	406,816
NON CURRENT LIABILITIES			
Employee provisions	4	103,509	88,627
Total Non Current Liabilities		103,509	88,627
Total Liabilities		546,818	495,444
NET ASSETS		14,759	14,759
Equity		14,759	14,759
Retained surplus/(Deficit)		Nil	Nil
Total Equity		14,759	14,759

New England & Western Tenants Advice & Advocacy Service Inc.

Statement of changes in equity for the Year ended 30 June 2020

	Equity
	\$
Balances at 1 July 2018	14,759
Comprehensive Income	
Deficit for the year attributable to members of the entity	Nil
Other comprehensive income for the year	Nil
Total comprehensive income attributable to members of the entity	14,759
 Balance at 30 June 2019	 14,759
Comprehensive Income	
Surplus for the year attributable to members of the entity	Nil
Other comprehensive income for the year	Nil
Total comprehensive income attributable to members of the entity	Nil
 Balance at 30 June 2020	 14,759

New England & Western Tenants Advice & Advocacy Service Inc.

Statement of cash flows for the Year ended 30 June 2020

	2020 \$	2019 \$
Cash flows from operating activities		
Grant income	655,514	397,958
Interest received	5,128	7,639
Payments to employees	(483,845)	(427,618)
Payments to suppliers	(139,512)	(147,087)
Net cash (used in)/generated from operating activities	37,285	(169,108)
Cash flows from investing activities		
Payment for plant and equipment	(11,154)	(5,782)
Net cash used in investing activities	(11,154)	(5,782)
Net increase/ (decrease) in cash held	26,131	(174,890)
Cash on hand at the beginning of the financial year	485,429	660,319
Cash on hand at the end of the financial year	511,560	485,429

Note 1 Summary 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 historical 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.

(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.

(i) Redundancy

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 their three year grant funding tender.

(ii) 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

Notes to the Financial Statements for the Year Ended 30 June 2020 (Cont.)

employ casual staff or increase part time employee hours to cover time lost as part of their commitment to continuity of service delivery from a small organisation.

(iii) 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 Recognition and Other Income

For the financial year ending June 2020, two revenue standards have become mandatory, being AASB 15 *Revenue from Contracts with Customers* and AASB 1058 *Income of Not-for-Profit Entities*.

AASB 15 applies where there is an 'enforceable' contract with a customer with 'sufficiently specific' performance obligations which will result in income being recognised (or as) the performance obligations are satisfied under AASB 15, as opposed to immediate income recognition under AASB 1058.

Due to the revenue streams of the Association being derived from government grants for the purpose of funding operations for a specific period of time, with no sufficiently specific performance obligations – the adoption of the new standards has not changed the recognition criteria outlined in the account policies or disclosure in the notes to the financial statements.

The Association has, however, determined to recognise the grant as a liability upon receipt and recognise the revenue over the period of operations for which the funding has been provided to support. The Association has determined that this is the most relevant means of recognition to provide the users of the financial statements with meaningful financial information to make economic decisions.

Should the Association be required to adopt AASB 15 in full in the future the impact upon the Statement of profit and loss as at 30 June 2020 would be an increase to profit

New England & Western Tenants Advice & Advocacy Service Inc.

Notes to the Financial Statements for the Year Ended 30 June 2020 (Cont.)

of up to \$87,698. The impact on the balance sheet would be a reduction of liabilities up to \$87,698.

Government grant income is therefore 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.

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.

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

(h) Leases

AASB 16 'Leases' introduces a single lessee accounting model requiring recognition of assets and liabilities for all leases with a term of more than 12 months, unless the underlying asset is of low value. Assets and liabilities arising from a lease are initially measured on a present-value basis.

The measurement includes non-cancellable lease payments (including inflation-linked payments) and also includes payments to be made in optional periods if the lessee is reasonably certain to exercise an option to extend the lease, or not to exercise an option to terminate the lease.

The Association is currently renting office premises in Armidale, Dubbo and Tamworth. Lease agreements are in place and the duration of the leases are corresponding to the funding terms of the government grant, ending June 2022. Leases are paid monthly in advance.

Even though the office leases would classify as a right-of-use asset under AASB 16, the Association has decided against the disclosure in the Statement of Financial Position due to the Statements being special purpose, the lease terms being variable for each location and the low value of the added information to the users of the Financial Statements.

Should the Association be required to adopt AASB 16 in full in the future the impact upon the balance sheet would be an increase of right-of-use assets and an increase of lease liabilities of \$55,582 (Refer to Note 6).

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

(j) New and Amended Accounting Standards and Interpretation

The Association has not adopted all standards which became effective for the first time at 30 June 2020, including AASB 15 'Revenue from Contracts with Customers', AASB 16 'Leases' and AASB 1058 'Income of Not-for-Profit-Entities' as the financial statements are special purpose. Where the Association did not comply with the new standards this has been disclosed.

(k) 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 2022. 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.

New England & Western Tenants Advice & Advocacy Service Inc.

Notes to the Financial Statements for the Year Ended 30 June 2020 (Cont.)

Note 2 Accounts receivable and other assets

	2020	2019
	\$	\$
Accounts Receivable	10,660	1,141
Prepayments	1,166	3,254
Reimbursable Expenses	146	146
Power Bank Deposit	320	0
Bond Guarantee	1,033	0
Tax Receivable	15,140	1,962
Total Trade and Other Receivables	28,465	6,503

Note 3 Property, Plant and Equipment

	2020	2019
	\$	\$
Office Equipment	61,583	50,429
Less: Accumulated Depreciation	(40,041)	(32,168)
Total Property, Plant and Equipment	21,542	18,261

	2020
	\$
Carrying amount at 30 June 2019	18,261
Asset Purchases	11,153
Profit/Loss on disposal of Equipment	Nil
Depreciation	(7,873)
Closing Balance at 30 June 2020	21,541

New England & Western Tenants Advice & Advocacy Service Inc.

Notes to the Financial Statements for the Year Ended 30 June 2020 (Cont.)

Note 4 Employee Provisions

	2020	2019
	\$	\$
Current		
Annual Leave	87,547	66,458
Long Service Leave	57,696	40,818
Personal/Carers Leave	28,911	29,720
Locum & Salaries	138,100	93,800
Time in Lieu	2,555	12,447
	<u>314,809</u>	<u>243,243</u>
Non Current		
Redundancy	88,049	78,368
Long service Leave	15,460	10,259
	<u>103,509</u>	<u>88,627</u>

Note 5 Other Current Liabilities

	2020	2019
	\$	\$
Income in Advance	87,698	148,180
Tax payable (GST)	12,013	Nil
	<u>99,711</u>	<u>148,180</u>

Note 6 Leasing Commitments

Operating Lease Commitments	2020	2019
	\$	\$
Rent of offices in Armidale, Dubbo and Tamworth Payable		
– minimum monthly lease payments	2,198	2,022
– not later than 12 months	26,371	Nil
– between 12 months and five years	27,014	Nil
– greater than five years	Nil	Nil
	<u>55,583</u>	<u>2,022</u>

New England & Western Tenants Advice & Advocacy Service Inc.

Notes to the Financial Statements for the Year Ended 30 June 2020 (Cont.)

The Armidale office Minto property lease was entered into in May 2020 and commences on the 1 July 2020 and runs until June 2022. It is a two year non-cancellable lease, 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.

The other offices are located in Dubbo and Tamworth. Both these offices have an informal Memorandum of Understanding ("MOU") in place.

A new MOU enabling NEWTAAS to co-locate offices with the Neighbourhood centre in Dubbo was entered into in September 2019 and runs until the end of the funding period June 2022. The rent is \$10,500 per annum Incl GST with a CPI or 3% increase each year. 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 with CPI increments annually. This arrangement is reviewed annually.

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.

Note 10 Impact of COVID19

During the second half of the financial year an exceptional event occurred; the COVID19 (Coronavirus) pandemic, bringing unprecedented restrictions from the Australian Government on travel, gatherings, movement and work for non-essential businesses with the aim of minimising the spread of the virus.

Due to the developments in relation to COVID19, there were restricted on travel to tenants, courts and travel to other offices. The office was closed in observation of restrictions, and staff continued to work remotely from home throughout this time.

The Australian Government provided a series of stimulus packages to support Australian business, workers and citizens through the pandemic. The Association qualified for the one-off COVID grant funding to boost the Association's Cashflow.

New England & Western Tenants Advice & Advocacy Service Inc.

**Statement by Members of the Committee
For the Year Ended 30 June 2020**

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 2020 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.

In determining their opinion above the committee have taken into consideration the going concern information set out in Note 1(k) to these accounts.


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



Elizabeth Stallint

Dated:

2 September 2020

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 2020, 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 2020 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.

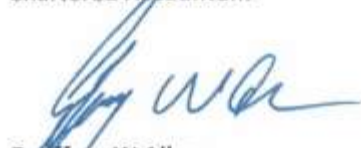
In preparing the financial statements, management is responsible for assessing the Association's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Association 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.

Forsyth's

Chartered Accountant



Geoffrey W Allen

Principal

121 Rusden Street, Armidale

Dated this 2nd September 2020