

NEW ENGLAND AND
WESTERN
TENANTS ADVICE
AND
ADVOCACY SERVICE
INCORPORATED



ANNUAL REPORT

2022–2023

New England and Western Tenants Advice and Advocacy Service Incorporated



Tenant Advocate – Dubbo – Linda Grady
Tenant Advocate – Tamworth – Marti Dennis
Tenant Advocate Armidale – Sean Maguire
Tenant Advocate – Remote – Mark West
Tenant Advocate – Remote – Julia Murray
Tenant Advocate – Chelsea Knife (not pictured)
Service Manager - Armidale - KerryAnn Pankhurst
Finance Officer – Remote – 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

Connecting Community Services
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 2022-2023

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Our Purpose Statement

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

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



Our Objectives

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

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



The Management Committee

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



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.

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.

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, and has been the Secretary for the past two years.

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 2023

Anne Wolfenden	President
Elizabeth Stahlut	Treasurer
Jennifer Bourke	Secretary
Marjorie Henzell	Member
Noel Marshall	Member

President's Report




This year we are celebrating our 21st year of operation. We opened our doors as part of the North and North West Community Legal Service on 1 October 2002, before we became independent on 1 July 2010. As we turn twenty one this week, we have assisted 21,334 tenants in 27,759 matters over 55% of NSW. We have closed our office in Broken Hill and opened one in Tamworth. We have always been innovative in our service delivery and are using the upgraded AVL systems to offer remote duty advocacy to the NSW Civil and Administrative Tribunal. With Tribunal hearings returning in person, we are finding new ways to assist the tenants affected. Over the years our staff have won TAAPstars for outstanding work, and the Golden Warren an unprecedented six times for the Service's contribution to housing policy and law reform.

We have seen changes in staff, with those who leave us taking with them a commitment to excellence and justice in their work. NEWTAAS staff have always punched above their weight to achieve outstanding results for clients who seek our advice and representation. There are four workers, however, who have formed the backbone of the Service. Our Service Manager, KerryAnn Pankhurst in Armidale, Assistant Service Manager Tamara Newstead in Dubbo, and Linda Grady, founding Tenant Advocate also in Dubbo. Neil Scholes-Robertson, our Finance Officer has been with us for more than 15 years. What these staff have in common is a commitment to social justice, to excellent service, to fairness and to helping people build better lives for themselves and their families. Chelsea Knife in our Armidale office who joined us during the pandemic demonstrates those values in all of her work.

We have welcomed two new staff members - Sean Maguire in our Armidale office and Marti Dennis in our Tamworth office. Both Marti and Sean have shown themselves to be quick learners on their way to becoming NEWTAAS Tenant Advocates. We have been very grateful for the long assistance of Mark West and Julia Murray who have worked remotely for us since the start of the pandemic and farewell them this year with much gratitude.

We have been pleased to see commitments by federal and state governments to fund more social and affordable housing. However, it does not address the immediate housing shortage which will take some innovative problem solving by all concerned. We have finally seen movement in upcoming proposed legislation to end no grounds terminations, and are pleased that KerryAnn is a member of the Roundtable of technical experts who are assisting in the reform of the legislation.

On behalf of the Management Committee, I would like to thank the staff for their ongoing dedication, commitment and professionalism. NEWTAAS is better for it. I would like to also thank the Management Committee members, Elizabeth, Jenny, Marjorie and Noel for giving up their time to attend meetings. I really enjoy being a part of the NEWTAAS team as I am surrounded by committed and passionate people, who all have the same goal of making life better for the less fortunate amongst us.

A handwritten signature in black ink, appearing to read 'Anne Wolfenden', with a long horizontal stroke extending to the right.

Anne Wolfenden
President

Service Manager's Report

Once again, it has been a busy and rewarding year at NEWTAAS. Our twenty first year! After a brief funding extension and a thorough application process last year, we have now been funded until 30 June 2028.

This security meant that we were finally able to successfully fill the vacant positions in March 2023. Fortunately, Julia Murray and Mark West were able to continue with us remotely. Mark left us in February 2023, but returned to put together the electorate reports and write an analysis of the impact of the declining number of NSW Civil and Administrative Tribunal published decisions.



Marti Dennis started with us in Tamworth in April this year, and Sean Maguire in Armidale in mid-May. Marti has long been tenancy adjacent, working in community services and government on homelessness and support services. Marti has written a brief article on her introduction to the work we do and how we do it, and you will find that on page 38. Sean has come to us through a different path in disability service delivery, bringing a new view.

As is usual, you will find in this report a selection of statistics and case studies that tell the life of the Service and the stories of our clients. This year I've also included a breakdown of the applications to NCAT in our region by local government area. It is a pithy illustration of the need for change in the legislation, particularly the *Residential Tenancies Act*, and in how housing law and policy operate in this state.

The NSW state election was super exciting for us – at last, renting was an election issue. The demographic changes that decrease the capacity of generation rent to buy into the market mean more renting families and children growing up in renting households. Later breakdowns in relationships are pushing more older singles into marginal tenancies, often only a step away from homelessness. This year all of the major parties recognised the need for change and committed to ending no grounds terminations.

Please read our submission to government that illustrates the chilling effect of no grounds termination notices. As ever, the case studies throughout the report show the uncertainty and anxiety facing renters. The electorate reports show a different perspective on our work.

In this, our twenty first year, the work we do is more important than ever. Helping people navigate the intricacies of the housing system and wherever we possibly can, keeping roofs over the heads of children are Tamara, Linda, Chelsea, Neil, Mark, Julia, Marti and Sean, my colleagues at the front. They are remarkable in their commitment and steadfastness.

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 Elizabeth, Brian, Jenny, Marjorie and Noel has been essential to enable us, the staff to continue our work. The vision and guidance of the Committee are the underpinning of our focus on service delivery.

KerryAnn Pankhurst
Service Manager

A handwritten signature in blue ink, which appears to read 'KerryAnn'.

Service Delivery Statistics

TAAP database	16/17	%	17/18	%	18/19	%	19/20	%	20/21	%	21/22	%	22/23	%
Total number of clients	1558		1430		1913		1688		1709		1938		1997	
1800 calls	2814		3542		3687		3171		3171		2588		2588	
Identify as having a disability	275	20.1%	314	22.0%	347	21.8%	372	22.0%	449	26.3%	436	22.5%	428	21.4%
Identify as Aboriginal or Torres Strait Islander	338	24.6%	350	24.5%	389	24.4%	355	21.0%	346	20.2%	413	21.3%	439	22.0%
Under 25	128	9.3%	113	7.9%	139	8.7%	126	7.5%	109	6.4%	128	6.6%	88	4.4%
55-64	156	11.3%	152	10.6%	163	10.2%	140	8.3%	139	8.1%	162	8.4%	183	9.2%
65 and over	80	5.8%	102	7.1%	137	8.6%	142	8.4%	129	7.5%	126	6.5%	139	7.0%
Domestic violence in the tenancy									44	2.6%	63	3.3%	47	2.4%
Homeless/At risk of homelessness	193	13.6%	268	18.7%	348	18.2%	240	14.2%	345	20.2%	540	27.9%	570	28.5%
Single person household	339	21.8%	491	34.3%	610	31.9%	533	31.6%	540	31.6%	535	27.6%	564	28.2%
Sole parent household	289	18.5%	325	22.7%	358	18.7%	347	20.6%	360	21.1%	352	18.2%	394	19.7%
Couples with children	273	17.5%	306	21.4%	317	16.6%	251	14.9%	203	11.9%	251	13.0%	234	11.7%
Extended family	68	4.4%	89	6.2%	104	5.4%	100	5.9%	83	4.9%	88	4.5%	90	4.5%
Group household	137	8.8%	74	5.2%	108	5.6%	98	5.8%	92	5.4%	94	4.9%	73	3.7%
Employed	410	26.3%	558	39.0%	654	34.2%	495	29.3%	440	25.7%	523	27.0%	531	26.6%
Income support is primary income	860	55.2%	937	65.5%	1080	56.5%	965	57.2%	965	56.5%	927	47.8%	987	49.4%
Renting through an agent	892	62.7%	884	61.8%	904	47.3%	1027	60.8%	947	55.4%	1085	56.0%	1073	53.7%
Renting in social housing	233	16.3%	277	19.4%	272	14.2%	347	20.6%	365	21.4%	445	23.0%	465	23.3%
Renting from private landlord													235	11.7%

TAAP database	16/17	%	17/18	%	18/19	%	19/20	%	20/21	%	21/22	%	22/23	%
Referred by NCAT	167	10.7%	138	9.7%	150	7.8%	165	9.8%	86	5.0%	103	5.3%	195	5.2%
Referred by community organisation	202	12.9%	257	18.0%	252	13.2%	242	14.3%	247	14.5%	318	16.4%	324	16.2%
Previously assisted													505	25%
Received advocacy	216	15.1%	280	19.6%	275	14.4%	243	14.4%	207	12.1%	287	14.8%	361	18%
Assisted to prepare for NCAT (not NCAT representation)	200	14.1%	299	20.9%	348	18.2%	283	16.8%	266	15.6%	209	10.8%	293	14.6%
Represented/attended at NCAT hearing	252	17.7%	323	22.6%	290	15.2%	226	13.4%	93	5.4%	111	5.7%	245	12.3%
Rental bond and compensation	480	30.8%	551	38.5%	380	26.5%	364	21.6%	463	27.1%	540	27.9%	606	30.3%
Repairs	497	42.0%	515	36.0%	375	26.2%	366	21.7%	472	27.6%	513	26.5%	513	25.6%
Rent and other charges	655	31.9%	723	50.6%	564	39.4%	555	32.9%	630	36.9%	670	34.6%	786	39.3%
Access and privacy													264	13.2
Termination	739	47.4%	814	56.9%	628	43.9%	578	34.2%	796	46.6%	919	47.4%	917	45.59
Total time - hours							6289.5		6901		6335.25		6706	
% Time – Information		8.8%		7.4%		7.2%	562.50	8.9%	212.25	3.1%	256.50	4.0%	314.75	4.6%
% Time – Advice		53.0%		64.5%		58.1%	3693.75	58.8%	3306.00	47.9%	2966.00	46.8%	3380.25	50.4%
% Time – Non-Tribunal Advocacy		15.2%		11.7%		11.6%	1266.75	20.2%	1245.75	18.1%	1240.75	19.6%	950.25	14.7%
% Time – Tribunal Advocacy		14.2%		13.9%		13.4%	763.25	12.1%	1320.25	19.1%	1335.75	21.1%	1231.25	18.3%

From July 2017, we operated at 4.5 FTE, down from 5 FTE. For May 2020-October 2022, an additional 1.0 FTE was provided as part of the COVID response.

NSW Civil and Administrative Tribunal across the region

Here are statistics from across the region about tenancies and NCAT, about the number of applications to terminate across the region and about repair applications. In summary – there are more than 33,000 tenancies across the region, there were 1,239 applications by landlords to NCAT to terminate, most from social housing providers. There were 17 applications by tenants to terminate and 18 applications for repair. Renters live in an environment of no grounds termination notices where a landlord doesn't have to give a reason and there is no way to fight to stay in your home. We gave advice in 1,997 matters - on termination in 917 matters, rents, including rent increases and rent arrears, in 786 matters, and repairs in 513 matters. 1,239 termination applications, 18 applications for repairs. In these numbers you see the chilling effect and how many tenants don't rock the boat. It's time for change.

	Rental Bonds Held	2021 Census	NCAT Termination Applications by Landlord Type July 2022-June 2023						NCAT Termination Applications by Tenant Type July 2022-June 2023			NCAT Repair Applications July 2022-June 2023		
LGA	2023 Q2	Social Housing	All	Social Housing	Private	Aboriginal Housing	Community Housing	Public	All	Private	Social	All	Private	Social
Armidale	4,119	534	157	118	39	20	99	0	4	4	0	1	0	1
Bogan	251	55	6	6	0	0	0	6	0	0	0	0	0	0
Bourke	228	85	28	19	9	5	0	14	0	0	0	0	0	0
Brewarrina	74	157	16	13	3	3	0	10	0	0	0	0	0	0
Broken Hill	2,025	194	74	45	29	5	40	0	1	1	0	1	1	0
Central Darling	129	131	9	9	0	5	4	0	0	0	0	0	0	0
Cobar	750	96	24	17	7	0	0	17	0	0	0	0	0	0
Coonamble	285	137	29	14	15	2	0	12	0	0	0	0	0	0
Dubbo Regional	6,051	885	206	134	72	19	30	85	3	2	1	3	2	1
Gilgandra	328	70	6	4	2	0	0	4	0	0	0	0	0	0
Glen Innes Severn	938	97	19	11	8	0	11	0	1	1	0	1	1	0
Gunnedah	1,546	179	50	28	22	1	27	0	1	1	0	0	0	0
Gwydir	254	17	2	1	1	1	0	0	0	0	0	0	0	0
Inverell	1,703	265	52	34	18	3	31	0	3	3	0	2	0	2
Liverpool Plains	638	104	15	5	10	4	1	0	2	2	0	0	0	0
Moree Plains	1,468	331	112	89	23	31	58	0	0	0	0	1	0	1
Narrabri	1,436	258	42	26	16	12	14	0	1	1	0	1	0	1
Narromine	511	98	16	11	5	4	2	5	0	0	0	0	0	0
Tamworth	7,403	889	309	160	149	15	145	0	1	1	0	7	4	3
Uralla	399	28	5	2	3	0	1	0	0	0	0	0	0	0
Walcha	175	30	5	4	1	4	0	0	0	0	0	0	0	0
Walgett	523	190	34	30	4	12	9	9	0	0	0	0	0	0
Warren	221	52	6	6	0	2	0	4	0	0	0	1	0	1
Warrumbungle	558	88	17	8	9	0	2	6	0	0	0	0	0	0
	32,013	4,970	1239	794	445	148	474	172	17	16	1	18	8	10

2021 SEIFA Index of Relative Socio-economic Advantage and Disadvantage

The SEIFA Index of Relative Socio-economic Advantage and Disadvantage from the 2021 Census shows that the NEWTAAS region contains 7 of the 10 most disadvantaged local government areas in NSW.

	Index of Relative Socio-economic Disadvantage		Index of Relative Socio-economic Advantage and Disadvantage		Index of Economic Resources		Index of Education and Occupation		
2021 Local Government Area (LGA) Name	Score	Decile	Score	Decile	Score	Decile	Score	Decile	Usual Resident Population
Brewarrina	818	1	866	1	789	1	917	4	1356
Central Darling	827	1	869	1	853	1	929	5	1725
Coonamble	883	1	893	2	922	2	919	4	3732
Fairfield	814	1	885	2	937	2	919	4	208475
Broken Hill	913	2	892	2	919	2	887	2	17588
Glen Innes Severn	906	2	891	2	929	2	907	3	8931
Inverell	928	2	906	2	950	3	899	2	17853
Kempsey	903	2	881	2	943	3	882	2	30688
Kyogle	921	2	906	2	950	3	929	4	9359
Liverpool Plains	926	2	905	2	951	3	896	2	7551

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

Following the amalgamation of some local government areas, the NEWTAAS region covers 25 LGAs and the unincorporated area of the state.

	Index of Relative Socio-economic Disadvantage		Index of Relative Socio-economic Advantage and Disadvantage		Index of Economic Resources		Index of Education and Occupation		
2021 Local Government Area (LGA) Name	Score	Decile	Score	Decile	Score	Decile	Score	Decile	Usual Resident Population
Brewarrina	818	1	866	1	789	1	917	4	1356
Central Darling	827	1	869	1	853	1	929	5	1725
Coonamble	883	1	893	2	922	2	919	4	3732
Broken Hill	913	2	892	2	919	2	887	2	17588
Glen Innes Severn	906	2	891	2	929	2	907	3	8931
Inverell	928	2	906	2	950	3	899	2	17853
Liverpool Plains	926	2	905	2	951	3	896	2	7551
Tenterfield	920	2	903	2	935	2	925	4	6810
Walgett	888	2	896	2	899	2	928	4	5253
Warrumbungle Shire	927	2	914	3	952	3	929	5	9225
Gilgandra	930	3	913	3	955	3	923	4	4295
Moree Plains	940	3	932	4	946	3	927	4	12751
Bourke	947	3	954	6	947	3	980	8	2340
Gwydir	957	4	936	4	978	5	947	6	4910
Narrabri	964	4	936	4	975	5	912	3	12703
Narromine	958	4	934	4	980	5	929	5	6360
Tamworth Regional	961	4	937	4	976	5	923	4	63070
Warren	962	4	952	5	973	5	955	6	2550
Cobar	965	5	937	4	977	5	904	3	4059
Bogan	966	5	948	5	989	5	936	5	2467
Gunnedah	967	5	940	4	989	6	909	3	12929
Dubbo Regional	985	6	958	6	988	6	944	6	54922

Uralla	990	6	963	6	1002	7	977	8	5971
Armidale Regional	980	6	976	7	955	3	1010	9	29124
Walcha	992	7	970	7	999	7	978	8	3016

The SEIFA figures are important for what they say about our region. They show that there are patches within the region of relative advantage, but that there are particular features that present service delivery challenges. These include a low population over a large geographical area, with higher than average rates of low and no literacy, higher levels of income support, poorer health outcomes, unemployment and disability.

	ATSI	Median household income (\$/wk)	Under 15	55 and over	65+	Currently at school	In full-time tertiary	In part-time tertiary
New South Wales	278,043	\$1,829	1,470,006	2,388,925	1,424,141	1,163,570	353,340	301,959
% of total	3.4%		18.2%	29.6%	17.6%	14.4%	4.4%	3.7%
New England and North West	22,058	\$1,328	35,505	63,978	39,387	26,942	3,746	5,524
Far West and Orana	19,593	\$1,377	22,897	38,211	22,991	13,442	1,563	1,563
NEWTAAS	41651	\$1,353	58,402	102,189	62,378	40,384	5,309	7,087
% of total	15.0%		19.4%	33.9%	20.7%	13.4%	1.8%	2.4%

The 2021 Census data does reveal some particular features of our region and confirms specific demographic trends. At a glance, we live across 55% of the state, have 4% of the population, we are older, younger, sicker and most definitely poorer. We are less educated, and less engaged in ongoing education.

We are less healthy. In NSW overall, 61% of the population has no long term health condition, and 8.6% have two or more long term health conditions. In the NEWTAAS region, those numbers drop to 52% and increase to 11.5%.

	NSW	Orana Far West	New England North West
Unemployment rate	4.1%	4.5%	6.2%
Youth unemployment rate	8.7%	17.9%	13.0%
Annual employment growth	1.0%	1.9%	-4.0%

All of this sounds like a very negative picture, but it isn't really. It just means that in our region, disadvantage is more concentrated. We have people who are older and frailer, sicker and less employed, less educated and poorer. That means they are less able to represent their own interests effectively, and that's where services like NEWTAAS make a difference.

It's why we concentrate our service delivery on the people who need us most.

The continuing rent crisis

Largest Town	Number of Taxpayers 2020-21	Gross Median Taxable Income 2020-21	Average Taxable Income	2021 Census Median Personal Income Annualised	Median Weekly Rent for New Bonds Year to March 2023	Third Quartile Weekly Rent for New Bonds_\$	Annual change in Median Weekly Rent April 2021 – March 2022	Annual change in Median Weekly Rent April 2022 – March 2023	Value of original rent	Rent Rise April 2022 - March 2023	Number Receiving Rent Assistance	CENSUS MEDIAN RENT	Median Total Household Weekly Income	CRA to Taxpayers	Median rent 2023/median household income 2021, per week	Median rent 2023 / 2021 personal income	% Median Rent of Single Aged Pension + Max CRA 2023
COONABARABRAN	2,006	\$41,129	\$47,796	\$30,660	\$300	\$355	-4.2%	18%	\$247	\$53	270	\$206	\$1,145	13%	26%	51%	48.23%
NARRABRI	4,902	\$49,924	\$59,010	\$42,340	\$385	\$465	16.7%	4%	\$369	\$16	645	\$260	\$1,604	13%	24%	47%	61.90%
WARREN	1,203	\$44,692	\$55,811	\$37,595	\$300	\$330	8%	20%	\$240	\$60	165	\$200	\$1,276	14%	24%	42%	48.23%
NYNGAN	1,355	\$48,676	\$54,729	\$40,672	\$290	\$400	8.7%	-3%	\$300	-\$10	110	\$200	\$1,451	8%	20%	37%	46.62%
GILGANDRA	1,912	\$40,876	\$45,348	\$32,381	\$245	\$296	8%	-13%	\$276	-\$31	325	\$200	\$1,133	17%	22%	39%	39.39%
COONAMBLE	1,646	\$41,874	\$49,971	\$34,988	\$250	\$265	10%	14%	\$216	\$34	245	\$190	\$1,279	15%	20%	37%	40.19%
COBAR	2,126	\$57,233	\$68,718	\$48,910	\$235	\$300	23.1%	-2%	\$240	-\$5	120	\$200	\$1,811	6%	13%	25%	37.78%
BROKEN HILL	8,994	\$50,886	\$60,329	\$33,997	\$300	\$370	8%	11%	\$267	\$33	1,375	\$220	\$1,182	15%	25%	46%	48.23%
WELLINGTON	3,307	\$43,735	\$48,983	\$31,442	\$360	\$400	20.1%	13%	\$315	\$45	575	\$230	\$1,122	17%	32%	60%	57.88%
NARROMINE	2,640	\$44,631	\$51,382	\$37,282	\$380	\$428	29.4%	21%	\$302	\$78	320	\$250	\$1,318	12%	29%	53%	61.09%
DUBBO	26,000	\$52,824	\$63,377	\$45,573	\$425	\$500	11.4%	6%	\$398	\$27	2,770	\$310	\$1,695	11%	25%	49%	68.33%
TENTERFIELD	2,515	\$35,187	\$41,605	\$26,854	\$400	\$425	20%	14%	\$343	\$57	360	\$250	\$933	14%	43%	78%	64.31%
ARMIDALE	14,592	\$47,641	\$58,678	\$38,586	\$390	\$480	12.5%	8%	\$358	\$32	2,370	\$290	\$1,459	16%	27%	53%	62.70%
WALCHA	2,100	\$39,170	\$48,797	\$35,666	\$300	\$333	12%	-8%	\$323	-\$23	155	\$200	\$1,242	7%	24%	44%	48.23%

URALLA	2,039	\$42,020	\$47,740	\$33,893	\$360	\$410	29.2%	4%	\$344	\$16	235	\$250	\$1,213	12%	30%	55%	57.88%
INVERELL	7,666	\$44,888	\$50,077	\$33,997	\$350	\$390	6.4%	6%	\$329	\$21	1,285	\$270	\$1,212	17%	29%	54%	56.27%
GUYRA	2,038	\$39,167	\$44,687	\$34,049	\$350	\$393	14.3%	21%	\$278	\$72	220	\$250	\$1,146	11%	31%	54%	56.27%
GLEN INNES	3,845	\$38,095	\$43,878	\$28,262	\$300	\$360	10%	0%	\$300	\$0	775	\$225	\$955	20%	31%	55%	48.23%
MOREE	5,341	\$50,745	\$59,179	\$44,791	\$300	\$400	22.7%	0%	\$300	\$0	910	\$230	\$1,592	17%	19%	35%	48.23%
TAMWORTH	29,835	\$49,383	\$56,927	\$40,880	\$390	\$450	10.8%	5%	\$369	\$21	4,695	\$300	\$1,468	16%	27%	50%	62.70%
QUIRINDI	2,649	\$43,176	\$49,008	\$34,414	\$350	\$385	15.9%	3%	\$340	\$10	345	\$240	\$1,229	13%	28%	53%	56.27%
MANILLA	1,489	\$42,177	\$44,975	\$29,774	\$340	\$381	20%	24%	\$260	\$80	275	\$260	\$1,083	18%	31%	60%	54.66%
BARRABA	842	\$34,194	\$37,040	\$25,133	\$220	\$275	5%	-24%	\$273	-\$53	125	\$187	\$852	15%	26%	46%	35.37%
KOOTINGAL	1,591	\$48,233	\$54,474	\$38,586	\$390	\$420	16.1%	18%	\$319	\$71	180	\$320	\$1,396	11%	28%	53%	62.70%
GUNNEDAH	6,075	\$52,148	\$63,728	\$41,402	\$400	\$480	5.6%	3%	\$390	\$10	765	\$300	\$1,590	13%	25%	50%	64.31%

The table above is dense with information, but there are two columns that are particularly important. These columns show the rent increase in one year, 2021-2022, and then the rent increase in the next year, 2022-2023.

Pay particular attention to those columns and think about the level of strain that puts on a family whose income is not increasing as much as the rent.

There are really significant consequences with these levels of rent increases, for the individuals, the families and the communities they live in. In many of the towns in our region, big and small, median rent has increased more than \$100.00 per week. At the same time, inflation has driven up the costs of all of the necessities of life.

For pensioners on statutory incomes, there is very little room for movement in how their income is spent. The same problem is faced by poor families. A rent increase will impact upon diet with less protein and fresh vegetables, health expenses such as prescriptions and visits to the doctor's office, whether the heater is turned on or not. Leo Patterson-Ross, the CEO of the Tenants Union, and Jack Moon, their Data and Research Officer, calculated that the cost to the Tamworth economy in lost discretionary expenditure was \$17million over the past year.

The other consideration is where the money goes. The rent increase may be paying off a landlord's mortgage, and that money goes to the banks for secondary distribution in share dividends after costs. A small proportion of the rent increase stays in the town as property management fees if the property is managed by an agent. It may be funding a self-funded retiree in the city who has a number of rental properties. We know of one landlord in the far west with more than thirty rental properties. He lives in the city. Not all landlords are local and the money often disappears out of our rural towns.

More cash needed for social housing: rental inquiry

The rural network Housing

'No place for them': the rental and social housing crisis in the bush

Tamworth has never been a high-demand area for social housing, but many locals are being pushed to the edge.

New England North West real estate agents say inquiries from Northern Rivers, Lismore residents have sky-rocketed


'Mental anguish': housing stress lingers in the minds of renters

Homelessness service applies to Tamworth Regional Council to convert South Tamworth Motel to short-term accommodation

Rent hikes send household spending through the roof

Landlords hold upper hand, renters set for tough conditions over next 12 months

Even with a historic fall in house prices, rents are tipped to rise by as much as 10 per cent. Will they ever go down?

 The Sydney Morning Herald

The NSW towns where tenants face the largest rent rises

House rents jumped as much as \$70 per week in some regional areas amid record low vacancy rates, which are driving strong competition for...

More in NSW falling into rental stress

Statistic raises concern among welfare groups

Regional NSW towns where rents have skyrocketed 52 per cent



Rent rises are far from over

Australians have paid \$3bn in rental increases since July last year — with another almost \$5bn in collective rent hikes expected in the next year alone. [SUBSCRIBE](#)

Headlines from the *Dubbo Liberal*, the *Tamworth Northern Daily Leader*, the *Armidale Express*, the *Daily Telegraph*, the *Sydney Morning Herald*, the *ABC*, the *Forbes Advocate*, the *Mortgage Professional*, the *Illawarra Mercury* and the *Guardian*.

What all of these statistics mean...

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

But 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.

For vulnerable tenants facing termination, it’s not enough for us to retain the tenancy on an interim basis – we want the tenant to learn their responsibilities and rights, and be able to keep their tenancy going for the long term, a goal much harder to achieve, but very worthwhile.

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
Elderly long time resident at land lease community whose landlord whose park renovations changed the drainage of the site. They refused to repair, requiring multiple NCAT applications. Client won slab installation, reshaping of his site, compensation for damage and breach of his quiet enjoyment	119 hours
Lands Council tenant whose landlord failed to do repairs and applied to terminate. Repairs (slowly) being done, tenant retains his tenancy	30.5 hours
Social housing tenant facing termination for illegal use and assault - termination notice withdrawn after summons material shows no drugs found and no assault	47 hours
Non-literate grandmother caring for her daughter and little grandkids whose landlord applied for termination for nuisance and unauthorised occupants. Neighbours were in dispute with the daughter and landlord believed it.	52.75 hours

NEWTAAS compared to the TAAP Network 2022-2023

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.

Services provided	NEWTAAS cases	Network cases	Cases/FTE	
			NEWTAAS Avg	Network Avg
Advice	2,755	32,746	573	433
Advocacy	671	7,382	139	98
Connect with other support service	1,486	5,484	309	73
Document Preparation	675	5,319	140	70
Duty Advocacy (advice only)	131	3,033	27	40
Duty Advocacy (conciliated agreement)	72	1,864	15	25
Duty Advocacy (hearing representation)	144	1,153	31	15
Follow-up (correspondence)	1,424	11,675	296	155
Follow-up (face-to-face)	128	2,869	27	38
Follow-up (phone)	2,035	15,857	424	210
Liaise with third party	526	4,245	110	56
NCAT Appeal	23	677	5	9
NCAT General Application	470	4,921	98	65
NCAT Preparation	514	5,110	107	68
NCAT Representation	282	2,025	59	27
NCAT Set Aside	35	733	7	10
Negotiation	523	6,186	109	82
Pamphlets/Forms/Photocopied Info	1,344	15,572	279	206
Parks Mediation (assistance/representation)	4	517	1	7
Represent at meeting with landlord	432	3,415	90	45
Represent/Assist Case Conference	48	952	10	13
Represent/Assist Other Appeal	30	585	6	8
Research	565	7,077	117	94
Warm Referral	1,208	5,060	252	67
Written Advice	969	5,818	202	77
Tenancy matters				
Access, Privacy and Landlord Behaviour	417	4,185	86	55
Agreements	162	2,531	34	33
Boarding House and Lodgers	15	401	3	5
Bond and Compensation	995	9,394	207	124
Miscellaneous	1,367	15,256	284	202
NCAT and Jurisdiction	1,931	12,976	402	172
Parks	26	412	6	5
Rents and Other Charges	1,274	12,442	266	165
Repairs, Alterations and Fixtures	837	10,294	174	136
Share Accommodation	79	602	17	8
Social Housing	675	4,094	141	54
Termination	1,469	14,614	305	193

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.

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. If you don't have a computer and can't access, read and complete an online form to apply for a telephone hearing, then you may not attend. 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. You're going to agree to an arrears payment schedule that you know you really can't afford because you can't afford to get to a hearing.

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 unjustly trying to get from them, and fight a retaliatory termination notice. We are able to help them negotiate a payment schedule that is affordable and sustainable, and will keep their family housed. It's these cases that are the most satisfying to us.

A detailed look at the work...

We keep a record in our database of what issues the tenant is calling us about, as well as the broad topics and services we give them.

For some issues, tenants in our region are very similar to the rest of NSW. For many, they are not. There are particular issues that stand out to us, and that are explained by specific features of our region, our towns and villages, our demographics and our environment.

We deal with less land lease community matters in caravan parks. What parks matters we get tend to be complex and can take an astonishing amount of time. We get less mould enquiries, but more locks and security issues, often due to the very poor standard of housing. We do more Appeals and Set aside applications to NCAT; we think this happens because our people are less likely to attend NCAT hearings either by phone or audio video link (AVL), and they come to us after the disaster.

We see more domestic violence, more social housing appeals and priority housing applications, more TICA database disputes. We've seen more vermin disputes arising from the mouse plague.

We have seen about the same of rent increases and rent reductions, of social housing subsidy disputes.

The thing that stands out most is the no grounds termination notices. We deal with far more of those. We give a huge amount of advice about termination and NCAT, breaches of quiet enjoyment and failure to repair withdrawal of services. And yet we know that our clients are not going to NCAT; that they are frightened of losing their home because there are very few homes to be found right now, and it is harder for the most disadvantaged to find something that is suitable and affordable.

Services	NEWTAAS cases	Network cases	Cases/FTE	
			NEWTAAS Avg	Network Avg
Access: dispute	63	527	12.19	7.03
Access: entry without consent	29	214	5.61	2.85
Access: general advice	133	968	25.74	12.91
Access: LL breach	39	309	7.55	4.12
Agent/LL/park manager: professional misconduct	44	270	8.52	3.60
Agreement: additional terms	17	391	3.29	5.21
Agreement: no condition report	15	61	2.90	0.81
Agreement: no copy of agreement	26	131	5.03	1.75
Boarder/lodger: general advice	8	153	1.55	2.04
Bond: dispute	171	1,899	33.10	25.32
Bond: general advice	236	2,103	45.68	28.04
Bond: non-lodgement	22	169	4.26	2.25
Compensation claim: landlord	225	934	43.55	12.45
Compensation claim: tenant	156	1,324	30.19	17.65
Dispute with neighbour	23	292	4.45	3.89
Domestic violence	39	330	7.55	4.40
Fees and other charges	52	493	10.06	6.57
Hoarding	3	45	0.58	0.60
Jurisdiction: other exclusion	32	117	6.19	1.56
NCAT: Appeals Panel	14	110	2.71	1.47
NCAT: General advice	935	5,552	180.97	74.03
NCAT: Set aside	30	142	5.81	1.89
Noise and nuisance: General	18	161	3.48	2.15
Pets dispute	30	177	5.81	2.36
Privacy: other	33	377	6.39	5.03
Privacy: quiet enjoyment	114	743	22.06	9.91
Rent: abatement	22	274	4.26	3.65
Rent: arrears	252	1,619	48.77	21.59
Rent: general advice	277	2,193	53.61	29.24
Rent: increase	92	1,376	17.81	18.35
Rent: reductions	141	1,435	27.29	19.13
Repairs: common area	78	618	15.10	8.24
Repairs: mould	115	1,819	22.26	24.25
Repairs: non-urgent	259	3,081	50.13	41.08
Repairs: urgent	159	1,900	30.77	25.33
Repairs: vermin	18	200	3.48	2.67
Sale of property: access	25	179	4.84	2.39
Sale of property: general advice	30	264	5.81	3.52
Security/locks/keys: dispute	16	137	3.10	1.83
Security/locks/keys: general	29	196	5.61	2.61
Share accom: general advice	26	148	5.03	1.97
Social Housing: appeal	38	134	7.35	1.79
Social Housing: application	46	203	8.90	2.71
Social Housing: offer of housing	17	89	3.29	1.19

Social Housing: review/appeal	23	78	4.45	1.04
Social housing: tenant debts	55	153	10.65	2.04
Social Housing: transfer	46	450	8.90	6.00
Tenant Database: Dispute with database	12	24	2.32	0.32
Tenant Database: Dispute with landlord/agent	37	85	7.16	1.13
Tenant database: General Advice	62	209	12.00	2.79
Termination by LL: breach by tenant	242	1,701	46.84	22.68
Termination by LL: no ground	163	1,812	31.55	24.16
Termination by LL: other	135	1,134	26.13	15.12
Termination by LL: retaliatory	23	385	4.45	5.13
Termination by tenant: breach by LL	33	431	6.39	5.75
Termination by tenant: break early	60	869	11.61	11.59
Termination by tenant: other	57	609	11.03	8.12
Termination: frustration	10	161	1.94	2.15
Termination: general advice	465	2,867	90.00	38.23
Termination: lockout	15	110	2.90	1.47
Termination: NCAT notice	102	428	19.74	5.71
Termination: order of possession made	68	253	13.16	3.37
Termination: threat of eviction/lockout/warrant	22	263	4.26	3.51
Termination: warrant issued	32	143	6.19	1.91
Uncollected goods	23	162	4.45	2.16
Utilities: dispute	84	446	16.26	5.95
Utilities: general advice	94	505	18.19	6.73
Withdrawal of services	177	1,632	34.26	21.76

We do a lot more disputes about water and electricity – that’s often associated with rural properties, and the disputes are around pumps and the electricity supply running to the houses and the sheds. Often the tenant doesn’t know about the power supply until the bill arrives after shearing. We have a lot of cases where the tenant doesn’t attend NCAT and discovers that the tenancy has been terminated when a letter gets dropped to their letterbox. A set aside sounds easy to get if the tenant wasn’t at the hearing, but they also need to prove that the outcome would have been different if they’d attended, and that’s not easy. The statistics reflect those special features of our region – the quality of the housing stock, the demographics of our people, the level of need.



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.

Julia's choice – No grounds termination notices must end

Andrew had lived at the property with his family for 3 years. They looked after the place and always paid their rent on time. When they received a rent increase a year earlier Andrew had not complained.

In the last year the property's fireplace had been deemed 'illegal' and the family was not permitted to use it. The landlord took no action to repair or replace the fireplace with any other form of heating. Andrew had again raised the heating issue with the agent recently, as a second winter was approaching.

A few days after contacting the agent Andrew received a 'no grounds' termination notice. Andrew was angry when he called us. He had not done anything wrong and now he faced the prospect of searching for a new home for his family in a deteriorating rental market. He wanted to know about how he could argue that the eviction was retaliatory.

We had to explain that even if Andrew could convince NCAT that this notice was issued in retaliation for Andrew asserting his right to a repair, the landlord could simply issue a new notice of termination. Because of the law allowing 'no grounds' and 'end of fixed term' notices of termination the landlord would be able to make Andrew's family leave sooner or later. After hearing this reality Andrew became despondent about his situation.

We then explained that even though he would have to leave Andrew did have the right to seek a rent reduction for loss of use of the fireplace for the past 12 months.

This is traditionally one of the few times a tenant can freely contemplate taking NCAT action against their landlord, as having been issued a termination notice they no longer have anything to lose. However Andrew felt utterly dispirited by his plight and was so consumed by the daunting task of finding a new home he told us he was unable to contemplate an NCAT application.

Andrew's plight highlights the impossible predicament for tenants under the current tenancy laws. No matter how small a target they try to present, the slightest assertion of their theoretical rights could see them forced out of their home. Until no grounds and end of fixed term notices of terminations are banished to the annals of history, tenants will continue to be subjected to power and control exercised over their lives by landlords and their agents.

Tamara's choice - Real Estate Agent creating their own law....

Having previously been homeless, Sarah (name changed) a young 26 year old Aboriginal woman was finally successful in securing accommodation in her small Central West town, providing a home and stable environment for herself and her 10 year old daughter.

Within the first month of the tenancy Sarah was issued with a termination notice by the agents due to a claimed breach of the agreement by keeping a pet at the property without the landlord's permission. The actual circumstances were that Sarah's cousin had come to visit with her small dog on the same day the routine inspection had been conducted. The agents refused to back down when Sarah attempted to advocate for herself to resolve this issue, and it wasn't until we came in to advocate for Sarah that the agent considered the facts of the matter.

Within a couple of months, another issue arose. This time the agents issued Sarah with another termination notice, due to a claimed breach of the agreement, being failure to pay a \$200.00 plumbing invoice for which they claimed she was liable. Sarah disputed the invoice, as she did not believe she was responsible for the payment.

The agents had added an additional clause into their "Special Conditions" that if a tenant did not pay an invoice within 28 days of it being issued, they were entitled to issue the tenant with a termination notice on the basis that this was a breach of the agreement.

Sarah was terrified and extremely fearful of losing their home. Having been a good tenant, paying her rent on time, keeping the property clean and tidy, she was feeling extremely intimidated and targeted by the agency.

Under the terms of the *Residential Tenancies Act 2010*, the inclusion of such a term is contracting outside of the Act and subsequently forbidden. Unfortunately, however, the agents refused to accept this was the case, and it was clear that we were not going to be able to resolve this component of the tenancy issues in the absence of orders by the NSW Civil & Administrative Tribunal.

Whilst we waited for the agent to pursue the termination our attention then shifted to the plumbing issues. A plumber reattended to investigate the ongoing plumbing blockages. Despite informing Sarah the blockages were being caused by old pipes that had moved, his invoice for \$600.00 stated no blockages could be found.

Sarah was now in the position of being asked to pay \$800.00 for plumbing with the termination of her tenancy looming over her head.

This matter is still progressing and we are confident, however, that should this matter proceed to the NSW Civil & Administrative Tribunal the termination notice will be found to be invalid. In relation to the plumbing invoices, it is up to the agents to follow the correct course of action to pursue payment at which time, should they do this, we believe Sarah will have an argument against payment in full.

This particular matter highlights many factors including the difficulties faced by this young Aboriginal woman who is a good tenant and simply trying to sustain her tenancy, the ability for a landlord to pass on expenses to a tenant and the difficulties a tenant faces in disputing a report by a qualified tradesperson, in particular, in a small rural setting where the tradesperson cannot afford to lose the business of the only agent in town.

Mark's choice - Termination overturned by NCAT

"I am satisfied in the full circumstances of the matter, that the orders of 6 September 2022 should be set aside.

"I am satisfied that the tenant has breached the agreement for failure to pay rent in accordance with the agreement. However, I am not satisfied that the breach is sufficient to justify termination in the full circumstances of the case. Alternatively, a specific performance order, with a relist period, would be appropriate in these circumstances."

So said the NCAT member who set aside a section 89(5) application and reheard the landlord's substantive application.

The tenant and family kept their home, provided they keep paying the rent.

Evidence was light, although NEWTAAS paid more attention to it than the landlord. We cited the landlord's as much as our own.

We faced extraordinary difficulties that are far too common when trying to get evidence to support tenants who don't have functional access to or familiarity with communications technology.

We were able to show that the tenant could and would continue to pay the rent if the tenancy continued. We argued that section 89(5) does not mandate termination even if the Tribunal finds that there were frequent rent arrears. The Tribunal should consider the circumstances of the case and actions taken by the tenant to remedy the breach before ordering termination.

The Tribunal said: "The tenant's personal and family circumstances may go some way to explaining why the breach occurred and the reasons also to the steps the tenant has taken to remedy the breach and in social housing cases for termination for non-payment of rent the circumstances of the case include consideration of the context of why the tenant breached, as noted in *King v NSW Land and Housing Corporation* [2022] NSWCATAP 165 at [34]-[35]."

Chelsea's choice – an illustration of vulnerability

We were contacted by support workers for a young girl Jess (name changed) in western NSW, who were looking for assistance for the end of a particularly difficult tenancy. Jess was just 15 years old when she entered into a tenancy agreement with an unrelated adult male. Jess had left school by this time and was living independently due to difficult circumstances at home. Jess had a part time job to support herself, and was also being assisted by the Department of Communities and Justice through the relevant child welfare team. The unrelated adult male did not have a stable source of income, and the bond and first two weeks of rent were paid entirely by Jess.

Within a month of the tenancy starting, Jess became a victim of domestic violence at the hands of her co-tenant. This continued for another month, until Jess was strongly urged by a medical professional to end the tenancy. Tenancy law allows victims of domestic violence to end a tenancy with immediate effect if they issue the relevant termination notice along with supporting documentation. The medical professional attending to Jess completed the necessary form declaring that she was a victim of domestic violence. This declaration is sufficient for a tenant to end a tenancy in circumstances of domestic violence.

Jess says that when the termination notice and supporting declaration were handed to the real estate agent, the agent laughed and handed it back, refusing to accept it. The agent accused Jess of lying about the domestic violence so she could get out of the tenancy, and told her she had to stay until the end of the fixed term agreement. You read that correctly – *the agent essentially told a 15 year old victim of domestic violence that she had to remain in the tenancy with her abuser.*

Believing that she had to stay until the end of the tenancy, she did just that. Being young and lacking knowledge, Jess was taken advantage of and lied to by an adult in a position of power. Thank goodness the tenancy agreement was only for 3 months. Unfortunately, 3 months was long enough for her to fall pregnant by her abuser.

After the end of the tenancy, the agent kept the entire bond and started sending regular emails to Jess asking for even more money for supposed repairs and cleaning at the end of the tenancy. After several months of receiving these demands for payment from the agent, Jess was referred to our service by her support worker.

We immediately lodged an application to the Tribunal to dispute the landlord's previous bond claim. Following weeks of difficult negotiations with the agent, eventually they agreed not only to drop all claims that Jess still owed money, but they also agreed to refund most of her bond. Jess was delighted by the outcome, and relieved that she could focus on her ongoing pregnancy.

This case highlights just how vulnerable young people are in our society, and how difficult it is to escape difficult intergenerational circumstances. Jess is a very bright young woman, but through failures of society and failures by some adults around her, she fell victim to the same vicious cycle of circumstance and became a mother soon after her 16th birthday. The tenancy in this case should never have been facilitated in the first place, but I am so pleased that we were able to get at least a small amount of redress for Jess.

Linda's choice – succession of tenancy

Our client was a 26-year-old Aboriginal man. He is not literate and has severe mental health issues and epilepsy. He was referred to us by a service provider that he is engaged with. Our client has a partner, who is the mother of a young child.

The tenant lived with his mother and sister in an AHO property. Mum was the tenant, and he was an additional occupant on the tenancy agreement. Mum had mental health issues as well.

Mum had been in a relationship with a neighbour. The relationship ended badly and Mum's only thought was to leave the tenancy and escape this man. Mum rang her CSO saying she had moved out of the house and would leave the keys with one of the services in town.

This meant our tenant would have been homeless. He would have very little prospect of finding an affordable rental property in his small town.

Like all of the areas we cover, there is an acute shortage of rental properties. The asking rents were outside what he could afford to pay.

The tenant and his partner were offered a property through their NDIS provider. The rent would have been \$350.00 a week each. The total rent would have been \$700.00 a week, which was out of their reach financially.

The referring Support Worker thought NEWTAAS could help them. We immediately considered that having our client succeed his mum's tenancy would be the best outcome possible. The tenant was listed as an additional occupant and had lived at the premises for over 5 years. However, the specific criteria for succession were not met as the tenant had not died or been taken into care.

It was worth trying, so I completed the application forms and ensured that all questions were answered thoroughly and all evidence was provided. We advocated for this young tenant with the Client Service Officer who managed the property.

The initial response was that our client didn't fit the criteria listed in the Policy. However, due to the advocacy for this vulnerable young man, the landlord decided that as he was already an additional occupant, they would make an exception on this occasion.

In a matter of 2 weeks, the application had been completed and lodged. The tenant signed a tenancy agreement in his own name and now has a secure home.

Marti's choice – S109 termination: it only works when the landlord isn't in breach

I attended a home visit with Chelsea, for an elderly tenant living in a small town around 45 minutes from Tamworth.

For over 4 years, the tenant had been living at her property with an extensive mould issue. She had reported this on many occasions to her real estate agent, who had told her "The landlord will not do anything with the house".

The tenant – who is in her mid 70's, was having to use bleach and mop her walls and roof every 3-4 days.

The tenant was not tech savvy and had previously been sending documents and photos with the help of her daughter. Her daughter had refused to assist her any further, as she believed her mother was going to get "blacklisted".

After attending a formal hearing at NCAT, Chelsea and I drive the 45 minutes to the tenant's house, so we could assist her to write a statement and take photos of the property.

The extent of the mould was much worse than I had expected, and the musty smell of the property was very overwhelming. By the time we left the property, I had a shocking headache and it made me concerned for the tenant considering she had to live there!

Sometimes she couldn't spend time with her grandchildren because she hadn't cleaned the walls and roof and was concerned for their health. The tenant stated that spending time with her children and grandchildren was what made her happy, and she embarrassed that her home stopped her from being able to spend quality time with them, as well as other friends and family.

The tenant was so thankful that we had driven to her and was offering us food and drinks throughout our time there, and even asked if we wanted her to contribute fuel money! She asked to hug us both as we left.

It really made me proud to work for an organisation that can advocate for tenants who are not being treated fairly. Without the help of NEWTAAS, she was not only going to be homeless

due to the landlord evicting her stating that the property was “inhabitable”, but she would also have been paying full rent for this “uninhabitable” property!

We were in negotiations with the real estate and landlord right up until an hour before the hearing, and I was stalking the inbox madly hoping our tenant would get a good offer. In one of the initial offers made by the landlord, the tenant was offered her full bond as compensation – the agent and landlord obviously forgetting that the tenant was entitled to that bond anyway!

An agreement was finally made for a 50% rent reduction until vacant possession date and compensation for the client. So happy our tenant had NEWTAAS to advocate for her rights.

I feel this case really highlights the issues facing tenants now, especially in a rental crisis.

Tenants have no choice but to stay in properties that landlords aren’t maintaining properly, because “at least they have a home”. Landlords feel that because they own the home, the tenant has no say on what happens – but I bet that landlord wouldn’t have lived with a mould issue at their family home for 4 years!

Mark’s choice - Landlord to pay compensation for taking “too long” for repairs

The tenant’s wood heater failed and could not be used, just as winter started to bite. The landlord, a social housing provider, claimed that it was uneconomic to repair the heater. This could have been more about the landlords policy of replacing wood fires with reverse cycle air conditioning than the state of the heater. The landlord said it would install air conditioning instead.

The *Residential Tenancies Act* nominates heating as an essential service and that repairing a breakdown of that service constitutes an *urgent repair*. In this case, the landlord did not install the replacement air conditioning for five months, and only after the tenant applied to NCAT for repairs and compensation. The landlord claimed the tenant had refused access to carry out the replacement. The tenant was supported by NEWTAAS.

The tenant’s family did not have heating for that whole period. The only way they could deal with the bitter cold was by using portable and hugely expensive electric heaters. NCAT heard the compensation case after the air conditioning had been installed. It found that the landlord had breached its duty to maintain the premises by taking too long to replace the heater, and that the tenant had not refused access to the landlord’s contractors. The Tribunal ordered the landlord to pay compensation to the tenant.

Chelsea’s choice – End of tenancy “rectification”

While attending the Tribunal for duty advocacy, I came across a tenant who was defending a claim of more than \$22,000.00 by a social housing provider. The tenant had been incarcerated for a short period of time, and agreed to relinquish her tenancy while incarcerated so that the home could be reallocated to another family in need.

Her family moved her belongings and cleaned the house ready for the keys to be given back to the social housing provider. However, in the days before the keys were due to go back, the vacant house was broken into by persons unknown, and significant damage was caused to the property. The incident was immediately reported to the police and to the landlord.

A couple months later, and following the release of the tenant from incarceration, the landlord applied to the Tribunal for compensation for the damages that were caused to the premises during the break in. She was understandably very distraught at the prospect of being saddled with an enormous debt for many years for damage she did not cause.

Tenancy law is clear that tenants cannot be held liable for damages caused by persons who are unlawfully on the property. Thankfully, in this case the Tribunal dismissed the entirety of the compensation claim based on the clear evidence provided by the parties. Evidence of the tenant being incarcerated was incontrovertible. Unfortunately, we often come across matters where the tenant cannot prove that damages were caused by someone unlawfully on the premises, and they are found liable to pay large sums of money.

Despite the law being fairly clear about when tenants are/are not liable for damages, it is not uncommon for landlords to bring claims against tenants for damages for which they are not liable. Another tenant I assisted recently was a former tenant of a social housing provider. Following threats from a neighbour and in accordance with police recommendations, the tenant left town and notified the landlord as such.

While he was out of town, somebody broke a number of windows at the home. This was immediately reported to police and to the landlord. The landlord boarded up the windows and arranged for them to be repaired as soon as possible. Despite being out of town and having proof as such, the landlord charged the tenant several thousand dollars for the boarding up and the window repairs.

The tenancy ended and the landlord kept the bond plus the rent, for which the tenant was ahead. They then applied to the Tribunal for the rest of the repair costs that weren't covered by the bond and rent. This is when the tenant reached out to our service for advice.

After looking at the evidence, it became clear that not only should the landlord's application for compensation be dismissed, but the money the landlord had already taken to cover part of the damages should be refunded. I advocated on the tenant's behalf to the landlord, and they agreed not only to withdraw their Tribunal application, but to refund to the tenant all monies that had been put towards the repair cost previously. The tenant was delighted with the outcome.

These stories highlight the serious imbalance of knowledge and power between landlords and tenants. The above stories ended well for the tenants because they reached out for advice and assistance instead of just believing the landlord that the money was owed. It is horrifying to think how many tenants out there are agreeing to pay for things that they shouldn't be, simply because an agent or landlord is telling them they owe it. It is equally horrifying to think how many tenants are being found liable for such debts by the Tribunal even when they dispute them, simply because they are inexperienced and may not know what evidence to gather in order to successfully defend the claim.

Julia's choice - Restoring the balance

Jessica felt lucky to have been 'given a chance' by a local real estate agent, who offered to rent her a property while she waited for an offer of social housing.

After Jessica picked up the keys she was dismayed to find that her new home had an overpowering stench of animal urine pervading the property. Jessica immediately contacted the agent to alert them to the situation and requested replacement of the carpet. The agent's

response was 'the landlord will not be replacing the carpet – they've got no money'. The agent instead organised for a carpet cleaner to attend the property.

Jessica was supported by her local social housing provider. A staff member attended the property and agreed with Jessica that the property was in an uninhabitable state. They also referred Jessica to NEWTAAS for advice.

The cleaners saturated the carpet throughout, but warned that it was possible the urine had penetrated deep into the carpet's underlay and may not be able to be removed. Jessica returned to the property to find the additional moisture had made the stench even more acrid than it had been.

Realising the landlord had no intention of making the property habitable, and fretting about the prospect of being liable for two lots of rent while the matter was ongoing, Jessica issued a notice of termination for the landlord's breach of the agreement and returned the keys. The agent told Jessica to 'enjoy homelessness', and promptly sent her a bill for 4 weeks rent as a 'break lease' fee.

NEWTAAS negotiated with Jessica's previous landlord for her to be able to stay in her place. However our attempts to convince the agent to return the tenant's money were met with stubborn resistance, and we applied to NCAT for an order seeking the return of the bond and all rent paid.

Meanwhile the agent swiftly organised the replacement of the carpet and relet the property to someone else.

It was a very stressful period for Jessica before the tribunal made their decision. Worryingly, one of Jessica's support services who had attended the property felt unable to assist her 'on the record' by giving evidence at NCAT. They cited their concern at the risk of falling out with the agent, who has a reputation of providing private housing 'of last resort' to vulnerable tenants. The social housing provider, however, stood by Jessica and supported her claim by giving evidence at the hearing.

NCAT eventually found that the landlord had indeed breached the agreement and that both the bond and the rent should be refunded in full. The member indicated that the social housing provider's employee's evidence was pivotal in assisting them to understand the seriousness of the property's uninhabitability. It was a great example of working co-operatively to achieve a positive outcome for an otherwise vulnerable tenant.

Tamara's choice - Mental health driving homelessness....

Samantha (name changed) is in her late 50's and suffers from severe mental illness and depression. Located in the New England region, Samantha had been homeless, and would often sleep in the storage shed at a unit complex for shelter prior to a unit becoming available in that complex and being offered to her by the private landlord.

Samantha's son Jeff (name changed) would come and stay with her from time to time. Jeff was not a tenant nor an authorised occupant on the lease.

There were ongoing issues between Samantha, Jeff and primarily one other tenant at the unit complex, with Police being required to attend on several occasions. On the last occasion, Jeff and Samantha returned home from hospital after Jeff had sustained injuries because of one of

these incidents, to find that the landlord had changed the locks on the unit and refused to allow them access.

When we spoke to the landlord regarding the illegal eviction, he flatly refused to allow access to the tenants. He acknowledged he had breached the terms of the Residential Tenancy Agreement, telling us he was prepared to pay any fine necessary for his actions however he would not be allowing access to the property due to the effect Samantha and Jeff's presence was having on the other tenants in the complex.

Samantha and Jeff were temporarily housed in emergency accommodation at a local motel.

Unfortunately, due to Samantha's state of mental health at that time, she was unable to provide our service with instructions on how to proceed, she did not have capacity to proceed to the NSW Civil & Administrative Tribunal nor did she have a Power of Attorney to provide instructions on her behalf.

Over the next couple of days Samantha was committed to a mental health facility where she remained for several weeks.

Her landlord over this time was very sympathetic to her circumstances, leaving her unit untouched until such time that she was released from hospital at which time Samantha and her daughter cleaned out the unit, and Samantha relocated to Queensland with her daughter to seek the medical support she needed to rebuild and restart the next chapter in her life.

This unfortunately is an example of the difficulties that can arise in complex living environments where tenants' mental health can dictate the success or failure of their tenancy.

Mark's choice - "Tip" not in habitable state

Three brothers moved out of home and sourced their first rental through Facebook. They viewed the place, paid money and got the keys. When they turned up at the premises with other family members some time after seeing it, the place was a tip.

With support from their family, the tenants declined to move into the premises, and told the landlord they would not be proceeding. They told the landlord they wanted their money back, and were repaid some. When the landlord failed to return the balance of the money paid, with our support and assistance, the tenants applied to NCAT.

The Tribunal found the landlord had breached the Act by not supplying the premises in a habitable state. The member said termination of the agreement by the tenants was reasonable in the circumstances, under s.109 of the Act (Frustration). The tenants were extremely pleased with the outcome.

When we hear about tenants sourcing homes through Facebook, tenant advocates' alarm bells go off. We find that landlords who use Facebook to avoid identifying themselves and providing the required details, or being open to scrutiny or for other reasons do so for reasons that rarely bode well for tenants. They are best avoided if that is at all possible.

Sean's choices – learning about rights and responsibilities in tenancy law

I have worked on 2 cases this year that I have found very informative in learning about the role of a Tenant Advocate and the *Residential Tenancies Act*.

The first involved a tenant who had burnt a hole right in the middle of his brand new lounge room carpet. His friend rang to explain that the amount he was being asked to pay was excessive and unfair and that he should not have to pay so much, his friend was a former carpet layer. Sadly for the tenant, the *Residential Tenancy Act* isn't about fairness, it's about assigning rights and responsibilities to parties in a contract and if a tenant negligently damaged your brand new carpet then they're responsible for the cost of repairing it. There was other advice to be given about negotiating with the real estate agent and landlord, but fairness isn't necessarily an issue when it comes to tenancy law.

The second case involved a tenant who had been given notice to vacate at the end of their fixed term. I had thought that a tenant could give vacant possession and stop paying rent but I was horrified when a colleague confirmed that this wasn't the case. If a termination notice is given before the end of a fixed term, then the tenant must pay until the end of the fixed term, even if they do find another home quickly. It seems a glaring issue with the *Act*, tenants are effectively forced to pay double rent when they are the ones who have had their tenancy terminated! Once again this showed me that fairness is not an issue in tenancy law. It would seem better to me if notice could only be given in the 30 days after the end of the fixed term and with a longer notice period.

Tenancy law is a steep learning curve and a little knowledge is a dangerous thing. It seems you have to know how the cogs mesh together to understand how the machine works!

I would like to take the opportunity to thank all the other Advocates at NEWTAAS for being so helpful and welcoming.

Linda's choice – Brian and the never-ending quest for repairs

* Brian has consented for much of his personal information to be revealed in this case study. In addition, his matter will feature in an upcoming issue of *Outasite*, the Tenants' Union's newspaper for residents in land lease communities.

Brian has been our client on-and-off since 2014. He is an elderly gentleman in his seventies with many health issues. He lives in a small country town at the local caravan park. He owns his caravan with an annexe attached. There are just two permanent residents at the park.

The park operator was given a significant donation for an upgrade of the park. In 2016 the park was finally upgraded, but not to the plans that had been put out for public comment.

As part of the works, the roads in the park had been repaired and elevated. During the upgrade, one cement slab was laid for an annexe for the other permanent resident. Brian was never offered a cement slab for his annexe.

Brian's home was moved to a different site as part of the works, but with the raised roads and lower site, his van and annexe were in a gully.

In 2020, the worst drought in NSW's history finally broke. No stormwater drains had been installed, and the water had nowhere to go. Brian ended up with water lying around under his van for weeks, resulting in mould, condensation and deteriorating health.

Brian got back in touch with us, and I went through his previous files to find all of the documents that were part of the proceedings all those years ago. I sent the previous orders, the

plans and the agreements to the park operator, along with photos showing the park with all the water lying around and Brian's site being flooded.

We continued to advocate for Brian's site to be remediated, and recommended an NCAT application, but then we lost contact.

NEWTAAS did not hear from Brian for about three months. We were all getting concerned about him. Brian finally called in and told us that he had been taken quite ill and had been in intensive care at John Hunter Hospital. At our request, medical staff put into writing that the wet environment resulting in the mould contributed to his being hospitalised.

I continued to advocate with park management, which was quite frustrating as the staff changed continually. In total there have been 10 staff members come and go who were meant to be managing the park.

The park operator ignored evidence that had been produced requiring them to lay the cement slab. We were able to arrange only one full meeting with the park management, and that went downhill very quickly. The staff who attended this meeting said that I was only an Advocate and they were lawyers who had been admitted in the Supreme Court. They denied that NCAT had jurisdiction over the arrangements at the park.

After further attempts to resolve the matter were rebuffed, we represented Brian and applied to NCAT. As the Operator hadn't responded to emails and had failed to attend arranged meeting, we had to request an extension of time to lodge the application. This was granted at NCAT.

Brian was asking for orders for compensation to move his van and annexe, and for the Operator to lay a cement slab on his site. In addition, we asked for compensation for the breach of Brian's quiet enjoyment and the loss of amenity in his home.

The Operator did not budge and engaged a solicitor who was considered to be expert in Local Government. Before the first hearing, an offer was made but it was insufficient.

Brian rejected the offer, and it was only at the final hearing that an agreement was reached. The agreement was very close to what Brian had asked for in his application to NCAT.

NCAT ordered that the park operator install a slab on Brian's site, \$7,000.00 towards the relocation costs, an alternative site for his home while the work was undertaken for which no fees would be charged, and the operator would pay for any temporary service connections.

Work is due to be completed by 30 September, and Brian is able to reapply if the work is not completed on time or to a satisfactory standard. If this goes back again, we will ask NCAT to refer the park operator to the NSW Supreme Court for contempt of the Tribunal.

KerryAnn's choice – Duty Advocacy in the new world

One of the things that happened over COVID was the expansion of NCAT's arrangements for telephone and audio-visual hearings. With in-person hearings slowly returning, we had discussions with NCAT Registry that resulted in NEWTAAS continuing to offer a duty advocacy service by AVL.

Duty advocacy is where an advocate attends a group list to assist any tenants attending who might need advice or assistance to negotiate with their landlord or the landlord's agent. If the

tenant is not able to effectively represent their own interests, then we might agree to represent them.

Duty advocacy is really important. Tribunal is where the rubber hits the road, so to speak, where the hard decisions are usually made. Tenants are usually disadvantaged by their lack of knowledge and experience, particularly when a professional agent is representing the interests of the landlord.

We are fortunate in that the Tribunal Members we appear before refer tenants to us whenever we are at a hearing. Having us there means that the tenant will receive advice specific to their circumstances. It means we can tell the tenant what is and is not possible. We can negotiate with the agent, and narrow the issues requiring determination.

The process itself sounds complicated, but we are so used to moving through the technology that it has become second nature to us.

We log into the AVL hearing room at the time of the hearing, and everyone waits for the Member to open the hearing room, both virtual and physical. We are projected onto a screen in the hearing room, where we can see and be seen by the people attending. We have our contact details on our screen, so the parties know our name and can see our phone number.

The Member will call through the hearing list, and we note who's present and importantly, who's not. There are often still no tenants attending a hearing list, and those matters proceed ex-parte, with the decision about their tenancy being made in their absence.

Where both parties are present, the Member will ask if they have reached an agreement. If not, the Member will ask the tenant if they need advice or assistance from an advocate. The Member introduces us and if the tenant says they do want assistance, the Member will provide a brief summary of the application and relevant facts of the matter.

The Member then sends the parties out of the room. He tells the tenant to call into us, and makes sure we have the agent's contact details so we can broker an agreement. Usually, he will give us a time limit, often only 10 minutes.

We log out of the AVL hearing room and some of us change headsets. Marti, Linda, Julia and Tamara swear by their multi-connection wireless headsets that answer the phone and connect to the computers, but in Armidale we are more old-fashioned, and swap our computer headset for the phone headset.

We let the team know of the incoming call and the tenant's name and someone catches and transfers the call. We're immediately getting basic information from the tenant and asking all of the relevant questions to make sure we have the facts. Most importantly, we ask the tenant what they want.

When we have the circumstances of the case, then we swing straight into the advice, telling the tenant how the law applies to their circumstances, and what options they have to resolve the matter. The tenant makes a decision and we get instructions, making sure the tenant understands all of the implications, both good and bad.

If the tenant is attending in person, we send them out to get the agent or landlord, and they put us on speaker mode. We will then attempt to negotiate an agreement. This is often when you find out just how well the landlord's agent knows the law.

Experienced agents know and understand that the law isn't personal. There are some who act as if rent arrears are a personal affront, and others who consider that part of negotiating is castigating the tenant at length. Neither are a good approach!

Ultimately, it's about the law and the circumstances of the case. Tenancy law is fundamentally what we do, and it means that when a NEWTAAS advocate tells a real estate agent that the Tribunal is likely to decide the matter in a particular way, and that we think they should agree to a specific proposal – well, the thoughtful agent knows to listen, and bargain.

Most of the time we are able to help the tenant salvage their tenancy. Sometimes we can't, and it's awful watching a tenant realise that because they've received a no grounds termination notice, yes, they're going to be homeless.

We will work through bond claims with tenant and agent, going through the details and working out what is payable and what is contested and what is agreed. And we bargain and negotiate and push and see if we can get an agreement.

We negotiate payment schedules for rent arrears, always, always reminding the tenant that the amounts they propose must be affordable or they will be right back here in the hearing room, if they miss a single payment.

If we need a little longer, I will keep the tenant and agent on the line, and pop back into the AVL hearing room to advise the Member that a little more time might be useful, and then we are back to it.

It's high pressure work, but very satisfying, knowing that we are in the right place at the right time, working for the people who would otherwise be running blind in a system they don't understand.

Another particular feature of duty advocacy where we make an enormous difference is for prisoners. It is not unusual for a correctional centre to miss an order from Tribunal for the prisoner to be brought for an NCAT hearing. Those applications are often for termination or end of tenancy costs.

Where the prisoner does not attend by phone or AVL from the studio in the correctional centre, then we will advise the Member that we are available to assist the tenant. Sometimes, depending on the application before the Tribunal, the Member will direct us to represent the prisoner and make procedural directions for the evidence to be provided to us. We will be given the MIN number for the prisoner so we can find them within the system, and contact the programmes officers to arrange to talk with the tenant.

If the prisoner does attend, then the Member will ask them if they need advice or assistance. If they do, the Member will leave the room for ten minutes so that we can have the conversation that needs to be had, and see if an agreement can be reached.

Where there's an agreement, the Member will make Orders, and it's over. Just a few minutes of fast-paced, high stakes, fast talking action and the hearing ends. Time for a coffee until the next hearing!

Feedback

Feedback is never expected but always appreciated as we're always looking for ways to improve our service delivery. Here are just a few of the lovely comments we've had from clients this past year:

JUST WANTED TO SAY TO JULIA ,FROM MY FAMILY TO YOURS "THANKYOU SO MUCH"SERIOUSLY YOU WENT ABOVE AND BEYOND WITH MY CASE YOU ARE AN ABSOLUTE GEM WORDS JUST COULD NOT COME CLOSE TO HOW APPRECIATE I AM TOTALLY PROFESSIONAL AT ITS BERY BEST AND I WAS BLESSED TO WORK WITH JULIA SHE HAS TO BE A GREAT ASSET TO NEWTAAS AND ITS EVEN BETTER TO KNOW OTHER FAMILIES HAVE SOMEONE AS GREAT AS HER.AGAIN THANKYOU,from [REDACTED] and family.

Hi Chelsea,

What a great outcome.

My mum and I can not thank you enough for your support and advice over the past couple of months. You are amazing at your job and I thank you for helping people in such difficult situations!

I just wanted to say thank you to you and your team for the advice that you provided us with in regard to the flooring. I attended the meeting this morning with the tribunal, and it was exactly what you said it would be with the flooring. I'm so glad that you are there to provide advice to people as this may have all ended very differently for us if we didn't have your advice.

Hello Mark

Just want to advise you that we have finally received all what was owing to us after getting an order from the Tribunal member that first the landlord did not take any notice of. We then went to the commonwealth bank and they garnished her account what we was entitled to with a check which we received last Friday.

We want to thank you for all the information, detailed information you provided to us and the hands on work you undertook.

Very much appreciated and hope that organisations such as the one you work for will always receive the proper funding to continue a service that without it we would never have got the outcome we have had.

Hi Julia,

[REDACTED] and I have signed the deed; attached.

We just want to say a big thank you for all your help. You went above and beyond for us and truly excel in your role. I would have enjoyed hearing you on the phone with the appeal but glad it's over 😊

Thank you so much.

[REDACTED]

You have all been so welcoming and comforting, not to mention a wealth of knowledge and professional. I too hope I get my deserved outcome. I will be in touch with the outcome. Stay safe. Kindest regards [REDACTED]

Marti's perspective...



I'm Marti, a new addition to the NEWTAAS team in our Tamworth office.

I started with NEWTAAS on the 4th of April this year. I travelled to Armidale for a few weeks when beginning the role, so I could do some face to face learning with KerryAnn and Chelsea. Thankfully, due to technology and the way NEWTAAS runs, I was quickly able to work from my Tamworth office, with access to the whole team virtually to assist me.

Learning any new role is challenging, but my new role as a tenant advocate has definitely involved some intense training! I have travelled to Sydney twice in the last 5 months and attended a number of Zoom training sessions run by the Tenants' Union.

My previous roles have been "tenancy adjacent" as KerryAnn describes them. I've worked in Mental Health, Homelessness for both young people and adults, and worked in a Correctional Centre. I have a Diploma in Alcohol and Other Drugs, and I pride myself in having empathy for the people I support and helping them advocate for what is right. I very much appreciate that in this role, everything is governed by the *Residential Tenancies Act*, and by learning

that I know I am able to give consistent and accurate advice to every tenant who calls our service. That definitely doesn't mean I haven't struggled with things I find to be unfair and unjust – no grounds terminations anyone?

Although I wasn't here for COVID, the team has spoken about the way they supported tenants at NCAT prior. The access to more tenants via Duty Advocacy via AVL has meant more people with at risk tenancies are able to access the knowledge that NEWTAAS has, and be supported to advocate for themselves, or have NEWTAAS provide advocacy on their behalf. I think this is such an amazing option for Duty Advocacy and a perfect example of how some changes made through COVID have become an asset to the community services sector. COVID made us all adaptable and some of these changes have given us the power to do more.

I have appreciated all the assistance I have received from KerryAnn, Tamara, Linda, Julia and Chelsea since beginning my new role, and I know training new staff while having to learn and relearn procedures would be extremely challenging for them. I am a very inquisitive and curious person and always want to know everything I can, so I am sure my name popping up in their chat box can sometimes be inconvenient as they are so busy, but everyone has been so helpful and kind while I undertake this huge information download.

NCAT needs to be transparent and accountable – and publish

Mark West

“General damages are usually assessed by reference of comparative verdicts, that is, by comparison to the sums that other people have received for similar breaches. This approach to the assessment of damages is permissible as long as the comparative verdicts are used as a guide⁴ only and the Tribunal takes into account the individual circumstances of the case...”¹

ACT Tribunal member Allan Anforth is one of the authors of the book from which the above quote, published in 2011, is taken. That book, *Residential Tenancies Law and Practice New South Wales*, is the most widely used reference on NSW tenancy law. A copy sits on the bench of most Tribunal members while they are hearing cases. Unfortunately, the cited method for assessing damages paid to tenants in NSW is no longer possible, because NCAT no longer publishes comprehensive records of its own decisions.

Tenant advocates use previous Tribunal decisions to help clients draw up realistic claims for compensation in NCAT cases. These include not just general damages, but also the way to manage claims for rent reductions or for damage to tenants’ property. We also refer to previous decisions to see how the Tribunal deals with specific legal issues. This could affect applications by tenants for repairs, or for getting their bond back. It also goes to important questions like how much notice a tenant should get when the Tribunal orders termination, or the issues Tribunal needs to pay attention to when ordering termination.

Most of the case law we use is old. It is mostly drawn from before 2014, when NCAT superceded the old Consumer Trader and Tenancy Tribunal. It is becoming less relevant. It is less useful.

NCAT itself says

8. As well as making its reasons for decision available to the parties, the Tribunal also publishes some of its reasons for decision. This is done for numerous reasons including:

- (a) to ensure that the Tribunal is accountable and has processes that are open and transparent: s 3(f) of the Act;
- (b) to promote public confidence in tribunal decision-making: s 3(g) of the Act; and
- (c) to educate and provide guidance to litigants and legal practitioners in relation to principles, procedures and practices applicable to matters within the Tribunal’s jurisdiction.²

In addition to the points that we have raised above, NCAT also says it publishes reasons for decisions so that it can be accountable, transparent and open, and to promote public confidence. Except in the Tenancy and Social Housing divisions...

19. The Consumer and Commercial Division does not, in addition to making the reasons available to the parties, routinely publish its written reasons for decision. Not the least reason for this is the very large number of decisions made in the Division. Nonetheless, a selection of the Division’s reasons for decision is published.

20. The selection of reasons for publication is made by the Head of the Consumer and Commercial Division. The usual criteria applied in deciding whether particular reasons for decision should be published include: (a) whether the reasons establish or consider

¹ Alan Anforth, Peter Christensen Bill Taylor, *Residential Tenancies Law and Practice New South Wales*, 5th Edition, The Federation Press, 2011, p.270. In the 8th Edition, published in 2022, Anforth refers to general standards prevailing in the community rather than comparative verdicts.

² NCAT Policies

https://ncat.nsw.gov.au/documents/policies/ncat_policy_publishing_reasons_for_decisions.pdf

principles that could be applied, or could be of assistance, in other proceedings; (b) whether the reasons or the proceedings raise issues of general public interest or importance.³

It appears that all of the good reasons for publishing NCAT's decisions, or at least a representative portion of them, count for nothing when it comes to disputes between landlords and tenants. Those decisions that are published are not representative enough to be useful to practitioners or, I suggest, garner public confidence. And they suggest a lack of openness and transparency.

In 2021-2022 NCAT decided 42,304 tenancy and social housing matters, out of a total of 54,853 total NCAT decisions. NCAT published 198 out of the 54,853 decisions. For tenancy and social housing disputes, only 42 out of 42,304 decisions were published.

The table below, drawn from NCAT's 2021-22 Annual Report⁴, shows the matters that were dealt with within the Consumer and Commercial Division of NCAT. The number of cases reported is drawn from the Caselaw website⁵. Divisions were identified by the prefix attached to their file numbers, for example, RT for Tenancy, SH for Social Housing, MV for Motor Vehicles, and so on. Some divisions, such as Strata and Community and Community Land are difficult to identify, and the results may be inaccurate, although the numbers involved are very small.

Division	Proportion of total finalised decisions	Decisions	Published decisions 2021-22	Proportion of decisions published	How many more times the percentage of tenancy and social housing decision reported.
Tenancy	56.7%	31,093	36	0.12%	1.00
Social Housing	20.4%	11,211	6	0.05%	
General	8.8%	4,841	12	0.25%	1.46
Home Building	5.6%	3,076	48	1.56%	9.22
Residential Communities	0.8%	434	5	1.38%	8.17
Strata and Community Schemes*	0.0%	22	4	18.18%	107.39
Community Land**	0.0%	17	4	23.53%	138.98
Strata Schemes	2.6%	1,438	41	2.85%	16.84
Motor Vehicles	3.3%	1,812	8	0.44%	2.61
Commercial	1.5%	845	19	2.25%	13.28
Retirement Villages	0.1%	64	5	7.81%	46.15
TOTAL		54,853	189		
			of 198 total decisions in the Consumer and Commercial division		

³ NCAT Policies

https://ncat.nsw.gov.au/documents/policies/ncat_policy_publishing_reasons_for_decisions.pdf

⁴ NCAT Annual Report <https://ncat.nsw.gov.au/documents/reports/ncat-annual-report-2021-2022.pdf>

⁵ <https://www.caselaw.nsw.gov.au/>

* The Strata and Community Schemes List ceased on 30 November 2021.
** The Community Land List commenced on 1 December 2021.

Of the tenancy and social housing decisions, a cursory review shows:

- 13 dealt with compensation, rent reductions etc.
- 7 dealt with rental bonds
- 9 dealt with termination
- 9 dealt with other issues.

In comparison, NEWTAAS' cases dealt with

- Bond 25%
- Access 13%
- Rents 39%
- Repairs 26%
- Social housing 19%
- Termination 46%

Of the 42 tenancy and social housing cases reported by NCAT in 2021-22, one third (14 cases) were heard by one particular Tribunal member, out of 88 members⁶ employed by NCAT.

As noted at the beginning of this article, Anforth and his co-authors shifted their emphasis for assessing compensation from reviewing caselaw to referencing general standards in the community between the years of 2011 and 2013. This change took place over the period that NCAT dramatically reduced its tenancy and social housing reporting. It is not clear, and NCAT does not tell us in its publications, how its members reference prevailing community standards. That is a serious problem in relation to NCAT's transparency and public confidence.

NCAT appeal panel decisions

In 2021-22 the NCAT Appeal Panel made 863 decisions. It published 432 of those. This is a much higher ratio than applies in general decisions. Of the 863 decisions, 361 applied to tenancy or social housing. Of those, around 110 were reported.

This does not remedy the lack of reporting of NCAT Residential Tenancy and Social Housing decisions. By their nature, Appeal Panel decisions rarely deal with the nuts and bolts aspects of most NCAT matters. The Appeal Panel deals with errors of law or weighting of evidence. Nor are Appeal Panel decisions representative. They are very much dependent on the wealth of the parties (they are costly, in terms of application fees, resources required and time involved), and the parties' access to representation.

In 2022-23 for example, NEWTAAS worked with clients on only 6 appeal matters. We worked on 1996 general cases. Our service does not have the resources to do much more than that.

Cost of publishing decisions

Some claim that cost is an impediment to publishing more NCAT decisions. This needs to be put in context. The NSW Rental Bond Board held nearly \$1.5 billion of tenant's bonds in 2016-2017. That amount had increased to \$1.77 billion in 2021-22. That generates a lot of interest, which goes to support the TAAP program (\$16 million) and the Tenancy Division of NCAT (12 million)⁷. Accountability and transparency on the part of NCAT should not be too much to ask.

⁶ Data from Caselaw and NCAT Annual Report, p.38

⁷ NSW Rental Bond Board Annual report <https://www.nsw.gov.au/sites/default/files/2022-12/nsw-rental-bond-board-annual-report-2021-2022.pdf> p.8

Excerpts from our Submission on tenancy law reform

We welcomed the opportunity to make submissions to the incoming government on the particular impact of the existing law on tenants in our region.

New England and Western Tenants Advice and Advocacy Service Inc.

ABN 31 279 732 390

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Dubbo: Dubbo Neighbourhood Centre, 33 Church Street, DUBBO NSW 2830

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1800 836 268

1800 TENANT

Submission regarding Improving NSW rental laws consultation paper

About NEWTAAS

The New England and Western Tenants Advice and Advocacy Service Inc. (NEWTAAAS) has provided tenants and renters with information, advice, advocacy and representation since 1 October 2002. Since then, we have directly assisted more than 21,000 individual clients over more than 27,500 matters.

We are frontline workers with a deep understanding of the lived experience of renting in our region of NSW. We work daily at the interface where tenancy law, housing policy and economic systems meet the circumstances of the people living in the homes.

We are part of the state-wide network of Tenants Advice and Advocacy Services funded by Fair Trading's Tenancy Advice and Advocacy Program (TAAP) as part of the consumer protection brief. We cover the New England, Western and Far Western areas of the state, 55% of the state.

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3. Question 3 - Removing 'no grounds' termination notices

NEWTAAS supports the Tenants Union submission, and provides the following additional details in support of removing both 'no grounds' termination notices for periodic tenancies and fixed term agreements.

The existence of end of fixed term 'no grounds' termination notices has a significant impact upon tenants within our region. We see specifically the effect of the significant decrease in the availability of affordable housing from the rent increases over the past few years. We also see the chilling effect on tenants who choose not to risk their tenancy by taking action against landlords who won't do repairs.

Over 2022 there was a jump from 20% to 28% of people contacting us who were at direct risk of homelessness. We have people tell us that they've moved into a caravan in their brother's back yard with their kids, into a tent on crown land, that they're living with their mum and they've split the kids up amongst the relatives. All of this points to the crisis in our region.

We know that our clients are not going to NCAT to assert their rights; that they are frightened of losing their home because there are very few homes to be found right now, and it is harder for the most disadvantaged to find something that is suitable and affordable. Our clients won't take the risk, because they can't afford to rock the boat. It is only in the most egregious situations that tenants will apply to the adjudicator for relief.

The chilling effect of 'no grounds' termination notices is clear in the types of applications being made to NCAT. Despite so much of the funding for NCAT coming from the interest from tenants' bonds, the power imbalance and the fear of eviction is on bleak display with these numbers from our region from 2022:

Private Eviction Applications	Social Housing Eviction Applications	Housing NSW Eviction Applications	Community Housing Eviction Applications	Aboriginal Housing Eviction Applications	Repair Applications
482	722	174	425	123	20
↑ 14.49%	↑ 24.91%	↑ 42.62%	↑ 48.60%	↓ 27.65%	↓ 25.93%

The impact of 'no grounds' notices:

These are some of the stories of tenants and their families from across our region who have received 'no grounds' termination notices.

We cannot help them. We cannot prevent the loss of their home. All we can do is beg their landlord and agent to reconsider, and NCAT for a little more time.

It's really important that government recognise that this is the reality of the situation. Right now, there is no obligation on the landlord to listen, or to acknowledge the people living in

the home. There is no dignity and little respect for tenants in this situation. They are at the mercy of the market.

We are witness to the quiet despair, to the willingness of parents to do whatever it takes to keep the roof over their heads, to the anger and frustration and tears as tenants struggle to find another home while continuing to keep normal life going for their families.

When there is nowhere else to go and the family stays, renting families receive the ultimate humiliation of being removed and locked out by the Sheriff accompanying the agent and the locksmith. We are witness to the distraught parents and crying children.

We stress that all of these case studies are everyday situations faced by normal tenants and their families. These are not exceptional circumstances anymore.

- **Unable to find another home in a medium town**

The tenants are an Aboriginal couple with five children, renting through a private real estate agent. They received a ninety days 'no grounds' termination notice. They have been applying for houses with no success. The father works two jobs to support the family and they don't fit the criteria for social housing, as too much money is coming into the household. They have been told by the community housing provider that they can't get assistance there. The advocate rang the agent and was told that the notice would not be revoked. Three weeks after the date for vacant possession passed, the family were able to get a smaller house for the same rent in a nearby village.

- **Small family in a small town**

A single father and his two children, aged three and five years, have reached the end of their three month lease and have been issued with a 30 day 'end of fixed term' notice to vacate, expiring on 23 November 2022. We made the tenant aware that if they were unable to find alternative accommodation they were likely to be evicted by an order from NCAT before Christmas, as termination applications continued throughout the Christmas period.

- **Carer grandmother in a medium town**

Grandmother had rented the home for the past 18 months and was on a periodic tenancy. She is the carer of her grandchildren, aged fourteen and eleven. The younger child is autistic. The tenant works part-time in addition to carers payment, and has been told by community housing that she is not eligible for social housing. She has commenced looking at other accommodation options, however there are very few rental properties available. The local market is being impacted by the expansion of the mining industry there, with the majority of local rental properties being rented by the mining industry.

Grandmother was understandably very worried that she would be unable to secure a new home for her family before the date for vacant possession and she was extremely concerned about the effect this will have on her grandchildren, in particular her autistic grandson.

The tenant believes the termination notice was given because of her requests for repairs at the property throughout the tenancy.

- **Working family in a regional hub**

The tenant lives with his partner and children. After they received the notice, they asked the agent if they could stay if they paid a higher rent. They were told that the owner intended to refurbish the premises and rent would likely double and they wouldn't be able to afford it.

By the date of vacant possession, the tenant had applied for fifty houses over the ninety days. They been refused for forty-five and was still waiting to hear about the other five.

The tenant worked full-time in a good job and doesn't qualify for social housing.

- **Elderly couple in a little town**

The tenants are an older Aboriginal couple. He has ongoing health problems. After receiving a Section 85 termination notice, they actively searched for another home to rent. The only suitable accessible home was \$500.00 per week, out of their price range as they are on the aged pension. They don't want to move away from their home town.

- **Complex issues in a large town**

The tenant received a 90-day no grounds notice of termination to vacate the property. The tenant has a family with complex needs including mental illness and autism. She had recently had a stillbirth, and as a result the family was in crisis and neglected the property care. A letter accompanying the no grounds notice clearly stated that the tenancy was being terminated because of the property care.

The tenant and the agency verbally agreed that if she would remedy the alleged breaches, the landlord would withdraw the notice of termination. With the support of family and services, the property was brought back up to the standards it was at the beginning of the tenancy.

Unfortunately, one month before vacant possession had to be given, the agency then informed the tenant that they would pursue the 'no grounds' termination, and also told her that they would not assist with finding new premises to move to.

The family became homeless. Had the notice of termination been for breach - as was alleged - the Tribunal would be unlikely to terminate the tenancy, because the breach has been remedied. However, previous changes made to the *Residential Tenancies Act 2010* took away any discretion the Tribunal had to consider the circumstances of a case in 'no grounds' termination notices and mandated termination.

- **Cancer treatment in a tiny village**

The tenant is a single woman who had rented the home for five years. She has close family members living with her that she cares for. She had fallen into rental arrears after a diagnosis of serious breast cancer and the ongoing associated treatment costs, including extensive travel for treatment away from her home. The rent matter was resolved and the tenant caught up, however a 'no grounds' termination notice was issued.

The landlord applied to NCAT for termination of the tenancy. The tenant was receiving ongoing post surgery radiation therapy at the time of the hearing. We successfully negotiated for an additional three months before the tenant would be evicted due the severity of the tenant's illness.



- **From house to car in a medium town**

Following a termination notice for end of fixed term being served, and termination of the tenancy by NCAT, the tenant moved himself and his adult son into their station wagon before the Sheriff attended to evict them. The tenant did not know what they were going to do and how they would survive. The agent told the tenant that the landlord wanted the unit back and was putting the rent up to more than the tenant could afford.

Recommendations:

We submit that termination notices for Section 84 end of fixed term and Section 85 periodic agreements are no longer tenable within the changed housing market.

We support the reasonable expansion of the grounds for termination.

We support the Tenants Union recommendations that suitable safeguards be made against misuse of the grounds for termination, and provisions made for compensation for expenses that would otherwise have not been incurred where the provisions have been misused.

4. Question 5 – Renters’ personal information

NEWTAAAS supports significantly restricting the rights of landlords and agents to obtain and keep the personal and private information of applicants and tenants throughout all stages of application, tenancy and post-tenancy. We support the submission of the Tenants Union of NSW.

We support the introduction of a verify but don’t hold mechanism for identification and assessment.

We confirm that tenants with certain characteristics and circumstances in our region have been actively discriminated against, and that the unrestricted right to ask for and keep personal and private information of applicants and tenants has contributed to that discrimination.

We provide the following case studies from our records.

- **Tenant applying for new tenancies in large town**

A tenant had terminated a previous tenancy with a domestic violence termination notice which had been supported by an Apprehended Domestic Violence Order (ADVO). In applying for a new tenancy, a property manager remembered her from that previous tenancy, and rang the previous real estate agency. Copies of the ADVO were obtained and the tenant was questioned about her personal life and the likelihood of property damage at the new tenancy.

The tenant felt she had no option but to answer the questions and was too afraid of refusal of her application to complain to Fair Trading. She believed that she was already the subject of office gossip and that her applications for other potential tenancies were at risk.

- **Applicant in large town**

The tenant wrote to us in part:

I am writing to express my concern about a real estate’s request for three months of bank transaction history as part of the rental application process. I find this request to be excessive, intrusive, and potentially unethical.

We advised the tenant that he was able to redact or withhold the information but there were no restrictions against asking for the information. We also told him that withholding the information could affect the agent’s assessment of his application. We referred him to his Member of Parliament for law reform.

- **Complicated history and data misuse in a large town**

Following the difficult ending of a tenancy when a landlord was required by NCAT to pay compensation to the tenants for breaches of the Act, the agent listed the tenants into a private but connected component of the TICA database products called Virtual Manager. The tenants were not listed on the main TICA public database, but on the Virtual Manager.

That listing within the Virtual Manager activated a “push” notification where every time the tenants made an application to another agent, and the TICA public database was searched on their names, the listing agent was notified of the enquiry through the Virtual Manager. In addition, the listing agent was provided with the name and contact details of the agent running the search, allowing the listing agent to contact the enquiring agent without the tenants’ knowledge or consent. By virtue of that push notification, the listing agent could have a conversation with the enquiring agent.

When an enquiry is made to the TICA public database, this information is automatically fed into Virtual Manager. There are two ways in which a tenant’s application could be affected based on the enquiring agent’s actions:

- the TICA database could show a valid default to the enquiring agent, or
- any agent who has listed the tenant on Virtual Manager will be alerted to the enquiry, and could contact the enquiring agent to discuss the tenant

The tenants’ personal information was used in such a way that there was no disclosure of use by the listing agent, no opportunity to limit, modify or remove the personal information, and no mechanism for enforcing the limitation, modification or removal of the tenants’ personal information.

Theoretically, tenants can be tracked on Virtual Manager for the rest of their lives without consent, and must simply *trust* that former agents will never use their personal information for inappropriate reasons.

The way in which Virtual Manager operates essentially facilitates the very behaviour by agents that the database provisions of the *Residential Tenancies Act 2010* was attempting to prevent.

The *Act* imposed significant restrictions on the circumstances in which tenants can be placed on residential tenancy databases. It ensured that tenants could only be listed if there was outstanding debt, or if their tenancy was terminated by the Tribunal. It also restricted all listings to a maximum of 3 years, regardless of the circumstances at the end of the 3 years. Given that listings are significantly restricted—and given that even *lawful* database listings must be removed after any outstanding debt is paid, or after 3 years—the underlying theme of Part 11 of the *Act* is that tenants have an implied right to be forgotten once their tenancy is resolved. Tenants should not be subjected to potential lifelong, unregulated tracking by real estate agents.

A listing on Virtual Manager should be regulated as a listing on a tenancy database as defined at Section 209 of the *Residential Tenancies Act 2010* due to the active data connection and push notification system.

While we understand that there was a determination by Fair Trading on 8 April 2011 that Virtual Manager at that time was not considered a tenancy database, we submit that decision should be reviewed. Changing sophistication and use of data management systems such as those proffered for use within the industry justify a re-evaluation.



This case study shows that retention and use of a tenants' private and personal information does not end with the end of the tenancy, or even when the tenant is no longer listed on a public access tenancy database. The capacity to retain and misuse the information continues to exist and is unregulated.



5. Question 8 – Rental affordability

NEWTAAAS supports the submission of the Tenants Union of NSW with regard to rental affordability.

We submit that significant changes in how rent increases are permitted should be made. In particular we submit that there should be a reversal of the onus of proof in applications made to NCAT. Section 44 of the *Residential Tenancies Act 2010* requires the tenant to apply for an order that the rent is excessive. The tenant must provide the evidence to support that application, and 44(5) lists evidence that NCAT may have regard to in its considerations.

Tenants have less access to resources by which to determine how much the rent should be. In particular, a higher proportion of tenants in our region have less capacity to successfully challenge rent increases. There is also a chilling effect that occurs due to the existence of 'no grounds' termination notices upon challenging a rent increase.

• Rent increase or termination in a large town

The agent arranged for an inspection of the rental premises. The tenant felt "blindsided" when, at the end of the inspection, the agent gave them a 'no grounds' termination notice and a rent increase notice. They were told that the termination notice could be withdrawn if there were no issues with the tenancy.

The rent was set to increase by 50%. The tenant felt that he was in some kind of truth or dare competition that he couldn't win. The tenant agreed to pay the increase, and the tenancy continued.

• Social housing increase in a village

The tenant pays market rent for their Aboriginal housing property in their small town, so notification of the market rent payable must meet the conditions of rent increase notices.

The market rent has increased from \$190.00 per week to \$350.00 per week. There is only one comparable house for rent in the village. The onus of proof is on the tenant and the landlord's agent has said there is no capacity to negotiate a small rent increase.

The Golden Warren

We've reached the point where it is now a point of honour for NEWTAAS to either win the Golden Warren, or be right up there in the final count! At the November Network meeting in Batemans Bay, NEWTAAS brought home the Golden Warren once again for the sixth time.

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.

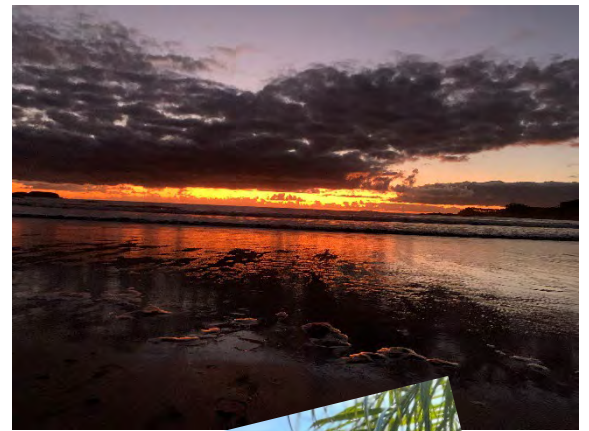
The case, however, remains relevant to tenancy law in New South Wales in other ways. The Marquis's granddaughter, Lady Catherine, married Henry de Vere Vane, the ninth Baron Barnard and great-great-great-great-grandson of Sir Henry Vane the Younger, whose third-cousin thrice-removed, Sir Henry Vane-Tempest, 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.





A few photos from the Network meeting in Batemans Bay, where the theme was resilience. We think our people are more resilient than most!



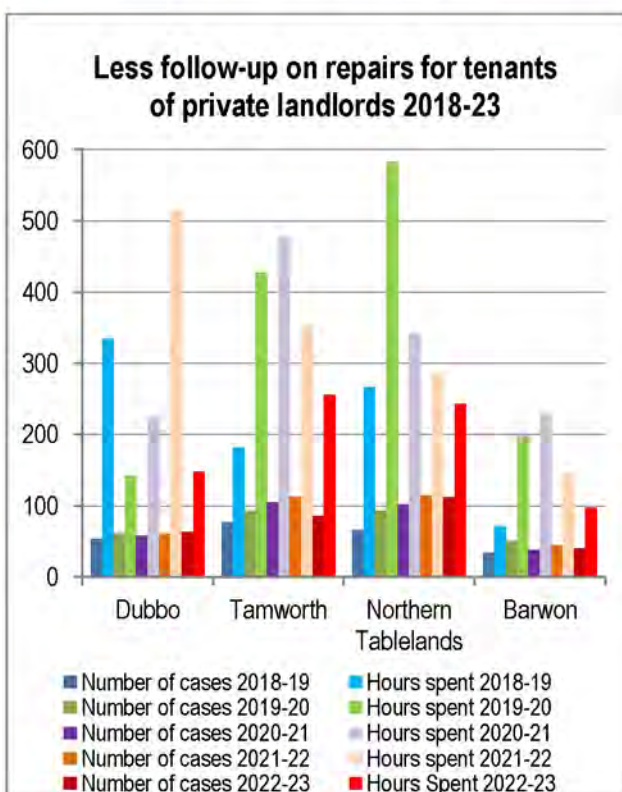
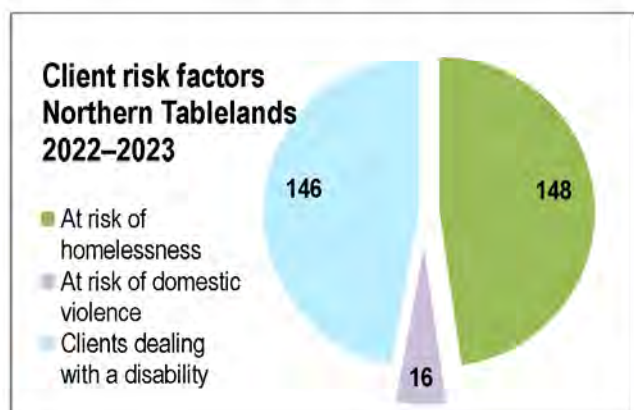
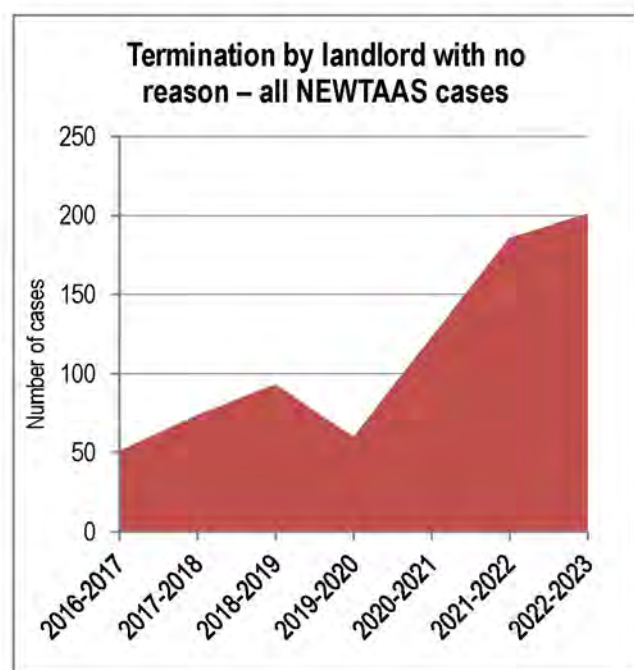
facing homelessness

Northern Tablelands State Electoral District

Rents are still increasing beyond the reach of many tenants. More tenants are at risk of homelessness in 2022-23 than in 2021-22, itself a record year. This is often because of the unsustainable levels of rents in the region. NEWTAAS tenant advocates assess a client's risk of homelessness based on the household's income, and their experience finding a new place to live. The percentage of households facing rental stress, from the 2021 Census, is shown in the table. An effect of high rents and housing insecurity is that many tenants are unwilling to pursue claims against their landlords to get repairs done. A comparison with previous years is shown in the graph below. On the next page we look at those who are at more risk of homelessness in 2022-23.

Suburb/ town	Post-code	% Rental Stress	Rented homes	Total People
ARMIDALE	2350	35.8%	3,445	26,911
BUNDARRA	2359	20.6%	34	710
INVERELL	2360	32.4%	1,629	14,995
ASHFORD	2361	39.7%	63	927
GUYRA	2365	29.5%	292	3,762
TINGHA	2369	31.1%	61	871
GLEN INNES	2370	38.2%	827	7,785
ROWENA	2387	0.0%	22	201
BINIGUY	2399	13.9%	36	623
MOREE	2400	22.3%	1,137	9,708
GRAVESEND	2401	0.0%	19	299
WARIALDA	2402	28.4%	134	1,745
MYALL CREEK	2403	24.2%	33	719
BINGARA	2404	28.7%	129	1,676
GARAH	2405	0.0%	17	500
MUNGINDI	2406	15.5%	84	705
NORTH STAR	2408	0.0%	22	310
BOGGABILLA	2409	18.1%	116	1,072
COLLARENEBRI	2833	19.0%	84	634

Source: abs.gov.au/census/find-census-data/quickstats/2021/



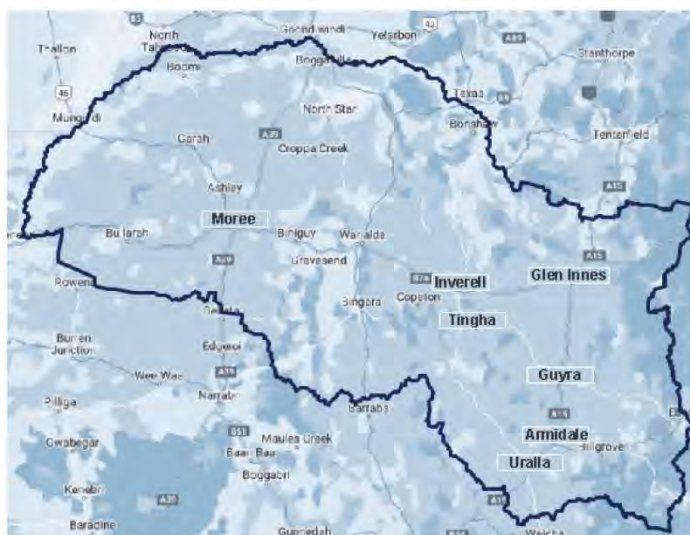
our area Northern Tablelands State Electoral District

Tenure type Northern Tablelands clients 2022-23	Tenant	369	68%
	Cotenant	109	20%
	Subtenant	1	0%
	Other occupant	7	1%
	Park home owner	2	0%

Main Income Source Northern Tablelands 2022-23	Employed	134	27%
	Government transfer payments	296	60%
	Other	9	2%

ATSI and gender Northern Tablelands clients 2022-23	ATSI	146	27%
	Female	385	71%

Households Northern Tablelands clients 2022-2023	Household type	Number in 2022-2023	% of cases
	Total Cases	545	100%
	Couple	58	11%
	Family	55	10%
	Group	26	5%
	Extended family	28	5%
	Single	159	29%
	Sole Parent	106	19%



Who is facing homelessness in Northern Tablelands in 2022-2023

Those facing additional risk factors...



38% of clients with a disability
63% of clients at risk of domestic violence



38% (49) of NEWTAAS Aboriginal or Torres Strait clients

Of the 148 clients facing homelessness



52% are single income – 37 are single; 40 are sole parents
38% (56 people) have dependent children

Landlord details



Median rent was \$250 per week, (\$295 for all NEWTAAS)
26% of those at risk of homelessness were housed in social housing properties. 60% were tenants of landlords represented by real estate agents, with 9% of landlords without managing agents

Age of those at risk of homelessness



20% of all clients under 25, 28% of those between 25 and 65, and 32% of those over 65. (Clients where the age is known)

Income source of those at risk

66% of those facing homelessness relied on government benefits. 17% were employed

Northern Tablelands: Access to technology – 2022-2023 clients

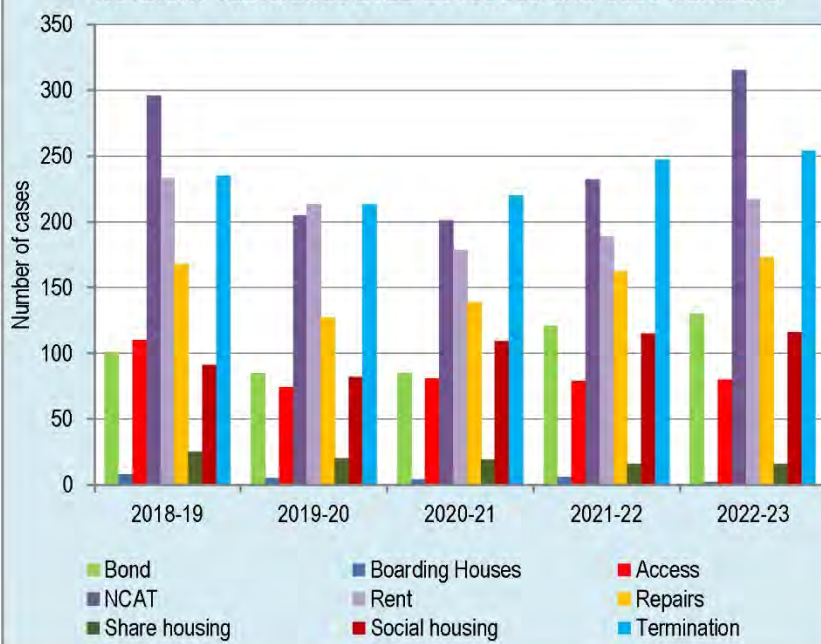
Clients with a mobile number as their primary contact phone	489	90%
Clients with email address	265	49%

Age Northern Tablelands clients 2022-23	Under 25	20
	25-50	165
	51-65	71
	Over 65	31

*** Average 44 years, median 41 years**

Weekly rents Northern Tablelands 2022-2023		
Median Rent	\$295	
Average rent	\$302	
\$100 - \$149	14	4%
\$150 - \$199	40	10%
\$200 - \$249	63	16%
\$250 - \$299	80	21%
\$300 - \$349	61	16%
\$350 and over	127	33%

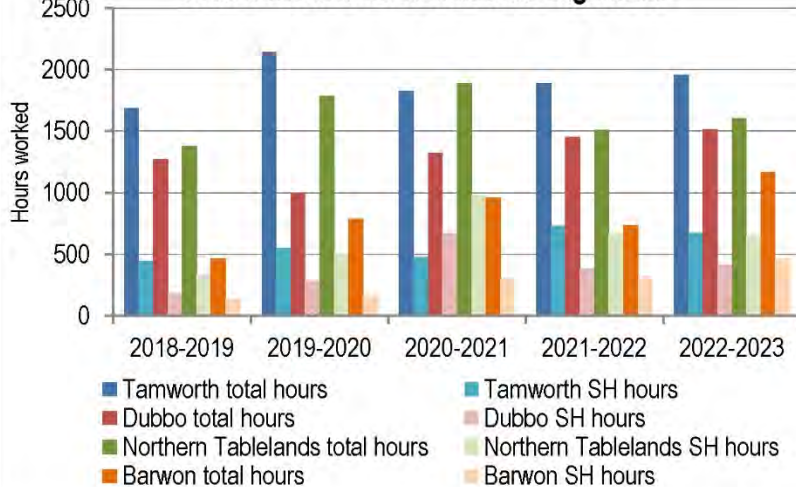
Northern Tablelands 2022-23 Issues and case numbers



NEWTAAS worked on a near record number of cases in 2022-23. Our outcomes for tenants (see next page) have been excellent. We recorded slightly fewer hours in 2022-23 as a result of productivity increases and post-Covid staff turnover. However, we have been able to help many more tenants resolve their matters more quickly through Duty Advocacy throughout the region.

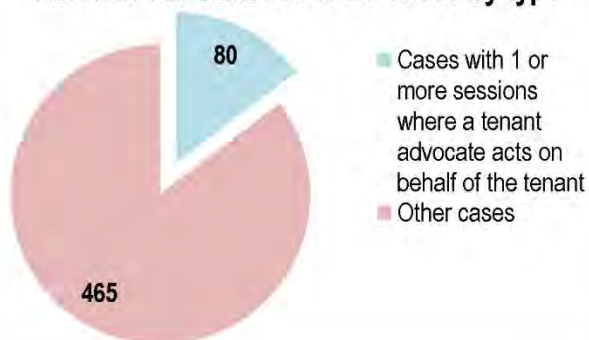
The graphs on this page show that cases involving advocacy require more work. This often applies in social housing matters. Below is a list of the most common issues we have dealt with in 2022-23. Matters involving rents and termination have been higher than in 2021-22.

Hours worked on social housing cases

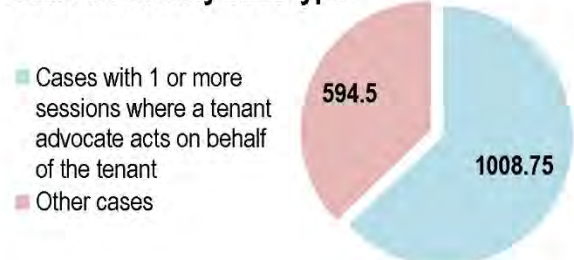


NCAT: General advice	310
General rights/responsibilities	207
Termination: general advice	157
Repairs: non-urgent	103
Rent: arrears	97
Rent: general advice	95
Bond: general advice	81
Compensation claim: landlord	76
Termination by LL: breach by tenant	76
Repairs: urgent	67
Social Housing: other	67
Withdrawal of services	63
Bond: dispute	55
Termination by LL: no grounds	54

Northern Tablelands 2022-23 Cases by type

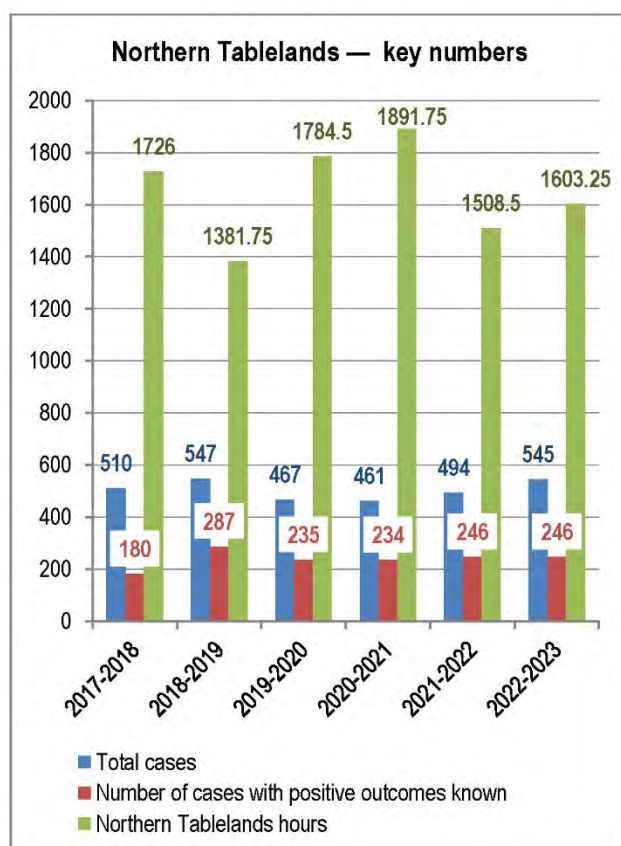
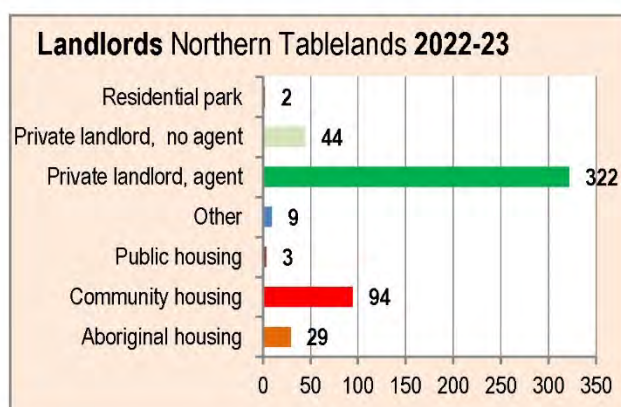
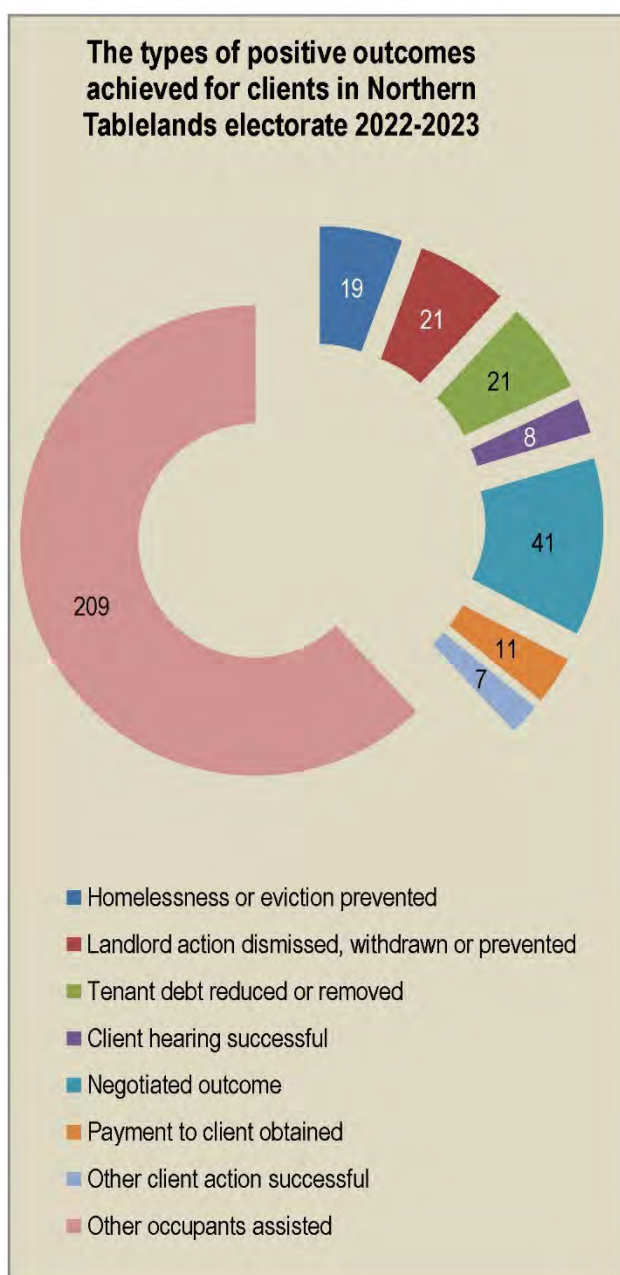


Northern Tablelands 2022-23 Hours worked by case type



our results Northern Tablelands Electoral District

Positive outcomes achieved for clients by work type and issues, Northern Tablelands SED 2022 – 2023											
of 545 total cases	Number of cases in period										Total hours worked
	Cases - good result	Bond	Boarding Houses	Access	NCAT	Rents	Repairs	Share Housing	Social Housing	Termination	
Cases with advocacy sessions	57	24	0	15	49	40	23	1	31	29	784.25
Only advice, referral or assistance	189	47	1	24	128	87	73	4	29	98	280.50

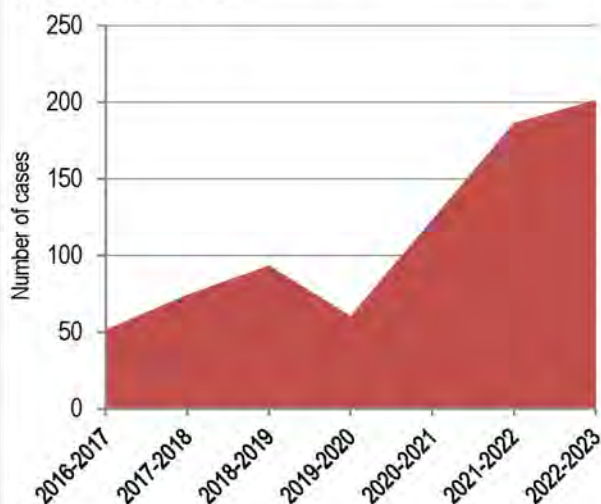


facing homelessness

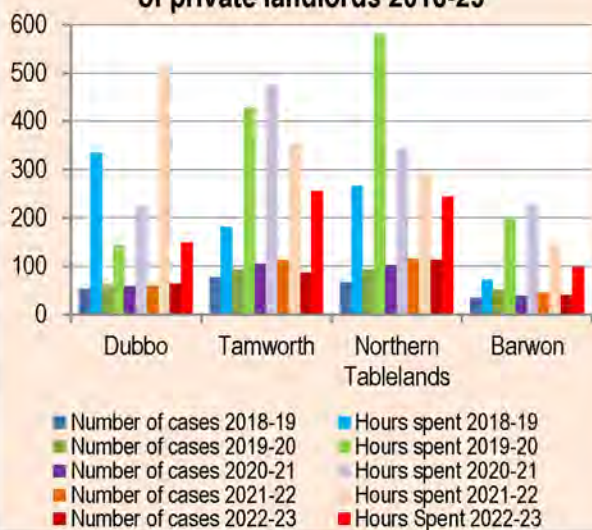
Barwon State Electoral District

Rents are increasing beyond the reach of many tenants – between 4 and 36% in Barwon since 2021. More tenants are at risk of homelessness in 2022-23 than in 2021-22, itself a record year. This is often because rents in the region are unsustainable. NEWTAAS tenant advocates assess a client's risk of homelessness based on the household's income, and the client's experience finding a new place to live. The percentage of households facing rental stress, from the 2021 Census, is shown in the table at right. An effect of high rents and housing insecurity is that many tenants are unwilling to pursue claims against their landlords to get repairs done. A comparison with previous years is shown in the graph below. On the next page we look at those who are at more risk of homelessness in 2022-23.

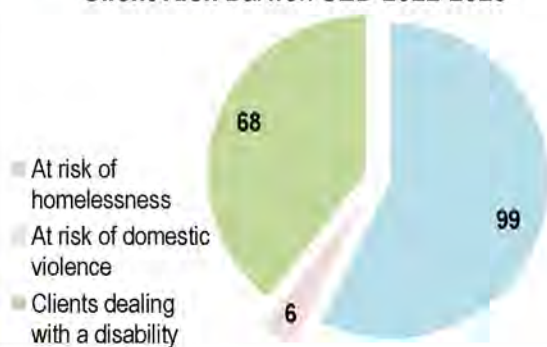
No grounds termination by landlord – all NEWTAAS cases



Less follow-up on repairs for tenants of private landlords 2018-23



Client Risk Barwon SED 2022-2023



Suburb/ town	Post-code	% Rental Stress	Rented homes	Total People
GWABEGAR	2356	0.0%	6	124
COONABARABRAN	2357	23.9%	327	4,069
BURREN JUNCTION	2386	0.0%	13	293
WEE WAA	2388	23.8%	260	2,554
NARRABRI	2390	30.0%	911	8,540
BINNAWAY	2395	18.8%	48	725
BARADINE	2396	10.8%	65	834
BELLATA	2397	13.6%	22	286
WARREN	2824	19.6%	199	2,055
NYNGAN	2825	16.6%	241	2,202
GILGANDRA	2827	26.6%	361	3,676
GULARGAMBONE	2828	19.4%	72	798
COONAMBLE	2829	18.6%	317	2,965
WALGETT	2832	12.3%	195	2,149
LIGHTNING RIDGE	2834	23.5%	213	1,984
COBAR	2835	10.7%	429	3,793
WILCANNIA	2836	16.7%	114	895
BREWARRINA	2839	21.6%	204	1,079
BOURKE	2840	9.5%	264	2,389
MENDOORAN	2842	26.2%	42	720
COOLAH	2843	22.5%	89	1,262
DUNEDOO	2844	30.1%	123	1,312
IVANHOE	2878	18.5%	27	286
MENINDEE	2879	25.3%	75	577
BROKEN HILL	2880	29.4%	1,759	18,097

- Barwon has more landlords unrepresented by agents than elsewhere
- Barwon clients show increased access to technology
- NEWTAAS Barwon clients pay lower rents than elsewhere, but the gap is closing

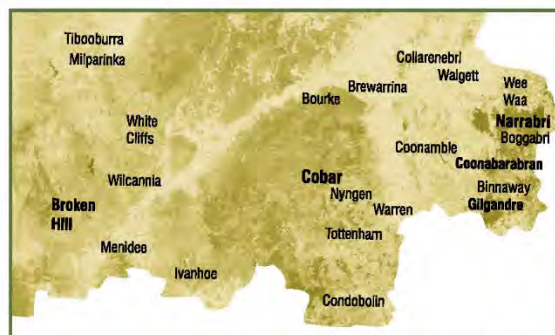
Access to technology – Barwon 2022-2023 clients

Number of clients listing a mobile number as their primary contact phone	261	90%
Number of clients with email address supplied	132	46%

ATSI and gender Barwon 2022-2023	ATSI	114	39%
	Female	203	70%

Client age Barwon 2022-23	Under 25 years	5	2%
	25-50	91	31%
	51-65	42	15%
	Over 65	21	7%

* Average age 46 years, median age 45 years



Households Barwon 2022-23	Household type	Number in 2022-2023	% of cases involving
	Total Cases	289	100%
	Couple	18	6%
	Family	29	10%
	Group	9	3%
	Extended family	18	6%
	Single	96	33%
	Sole Parent	67	23%

Who is facing homelessness in Barwon in 2022-2023

Those facing additional risk factors...



38% of clients with a disability
100% of clients at risk of domestic violence



39% (45) of Aboriginal or Torres Strait Islander clients

Of the 99 clients facing homelessness



61% are single income – 34 are single; 26 are sole parents
38% (38 people) have dependent children

Landlord details



Median outgoing rent was \$213 pw, (\$230 for all Barwon)
32% of those at risk of homelessness were housed in social housing properties. 30% were tenants of landlords represented by real estate agents; 30% were landlords without managing agents

Age of those at risk of homelessness



No clients under 25, 49 aged between 25 and 65, and 9 of those over 65. (Clients where the age is known)

Income source of those at risk

58% of those facing homelessness relied on government benefits. 25% were employed

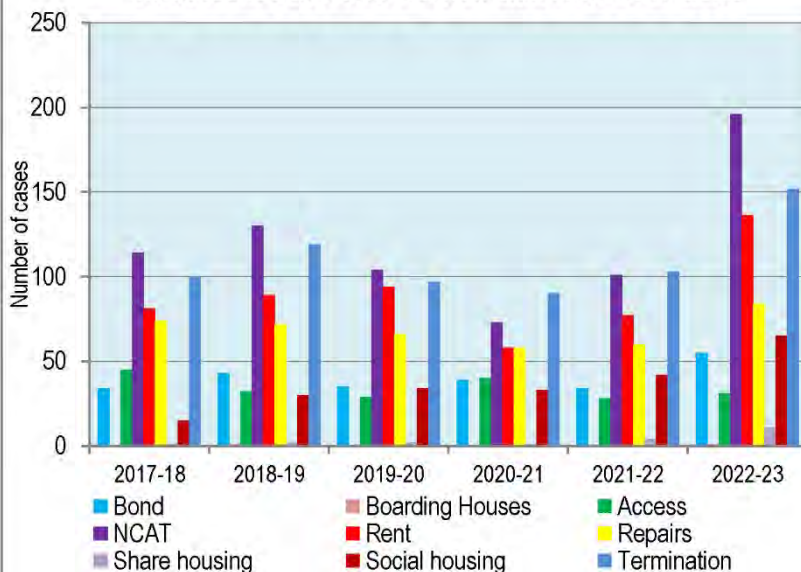
Tenure type Barwon 2022-23	Tenant	204	71%
	Cotenant	42	15%
	Subtenant	2	1%
	Other occupant	9	3%
	Park resident	4	1%

Weekly rents - Barwon 2022-23

Median	\$230	
Average	\$237	
Under \$100	10	5%
\$100 - \$149	19	9%
\$150 - \$199	44	20%
\$200 - \$249	63	29%
\$250 - \$299	41	19%
\$300 - \$349	15	7%
\$350 and over	26	12%

Main Income Source Barwon 2022-23	Employed	55	19%
	Government transfer payments	169	58%
	Other	1	0%

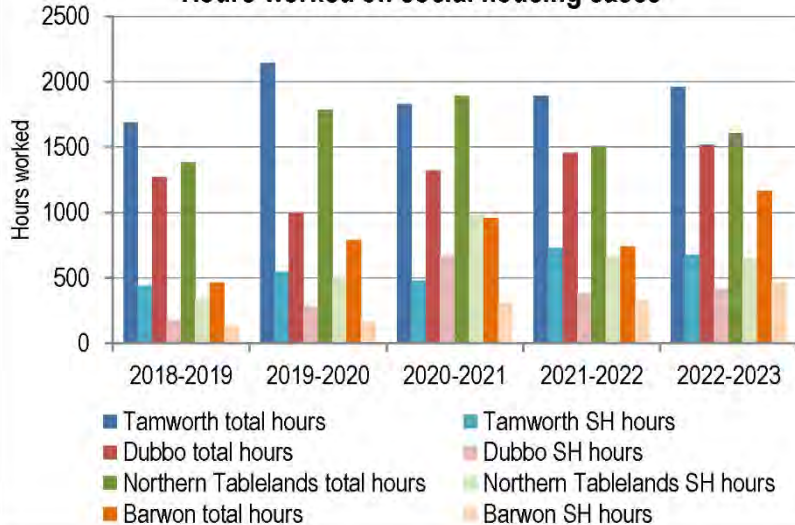
Main issues in cases Barwon electorate 2017-2022



NEWTAAS worked on a near record number of cases in 2022-23. Our outcomes for tenants (see next page) have been excellent. Our work in Barwon saw big increases across the board, in spite of post-Covid staff turnover. We have been able to help many more tenants resolve matters more quickly through Duty Advocacy throughout the region.

The graphs on this page show that cases involving advocacy require more work. This often applies in social housing matters. Below is a list of the most common issues we have dealt with in 2022-23. Matters involving rents and termination have been higher than in 2021-22.

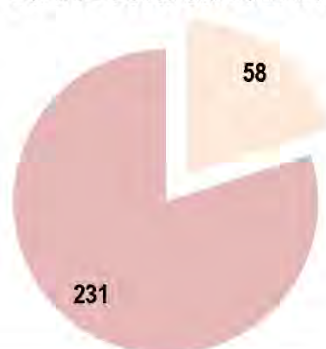
Hours worked on social housing cases



NCAT: General advice	191
General rights/responsibilities	116
Termination: general advice	92
Rent: arrears	67
Rent: general advice	66
Termination by LL: breach by tenant	57
Repairs: non-urgent	53
Social Housing: other	52
Repairs: urgent	35
Termination by LL: no ground	35
Withdrawal of services	34
Bond: general advice	32
Rent: reductions	27

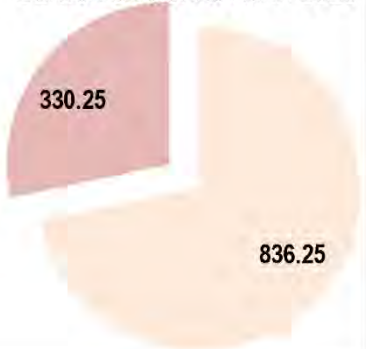
Case numbers by type Barwon electorate 2022-2023

- Cases with one or more sessions where a tenant advocate acts on behalf of the tenant
- Number of cases - advice, assistance or referral only



Hours worked by case type Barwon electorate 2022-2023

- Hours worked in cases with one or more sessions where a tenant advocate acts on behalf of the tenant
- Hours worked - advice, assistance or referral cases only



our results

Barwon State Electoral District

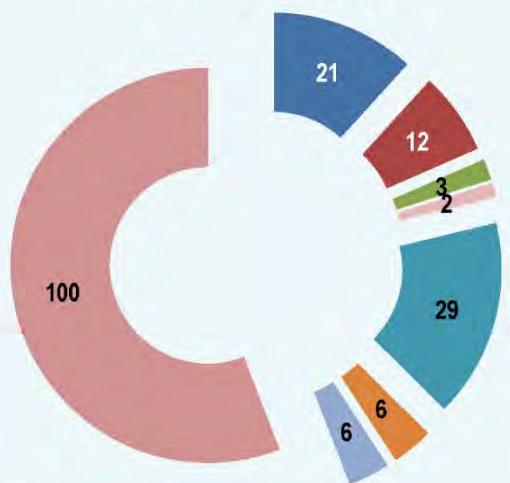
Positive outcomes achieved for clients by work type and issues dealt with, Barwon SED 2022– 2023

of 289 total cases	Number of cases										Total hours worked
	Cases – good result	Bond	Boarding Houses	Access	NCAT	Rents	Repairs	Share Housing	Social Housing	Termination	
Cases with advocacy sessions	36	6	0	10	32	26	11	0	16	21	637.5
Only advice, referral or assistance	88	22	0	6	67	43	28	2	16	53	134

NEWTAAS achieved its best ever results in Barwon in 2022-23. The chart below shows huge increases in hours worked for tenants, case numbers and results achieved. Reasons for the increase include:

- Greater use of technology by tenants; making for easier access to TAAP services;
- Arrangements with NCAT to allow TAAP services to provide Duty Advocacy through AVL, which allows targeted help for tenants and earlier resolution of disputes.

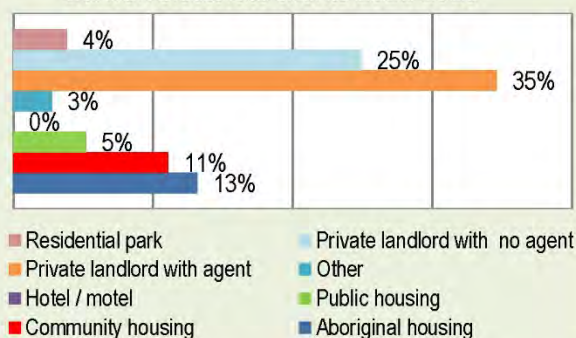
Barwon electorate – cases with positive outcomes achieved for tenants 2022–2023



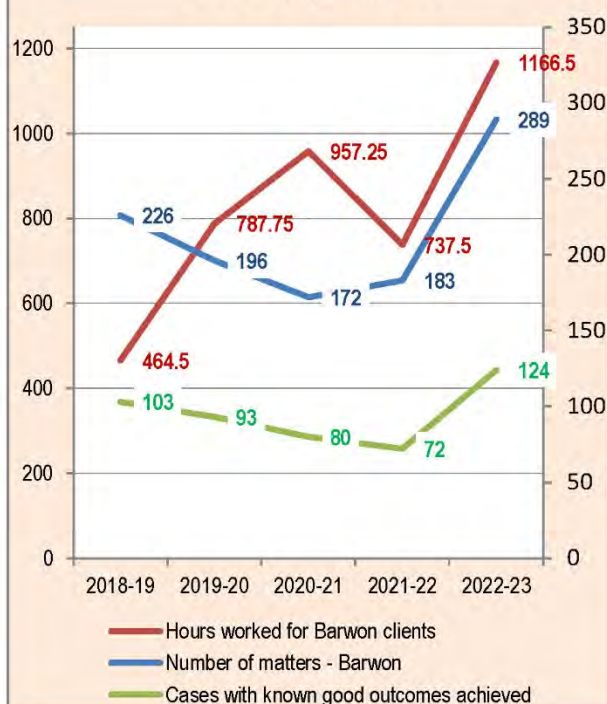
- Homelessness or eviction prevented
- Landlord action dismissed, withdrawn or prevented
- Tenant debt reduced or removed
- Client hearing successful
- Negotiated outcome
- Payment to client obtained
- Other client action successful
- Other occupants assisted

Landlord type

Barwon electorate clients 2022-2023



Barwon key numbers



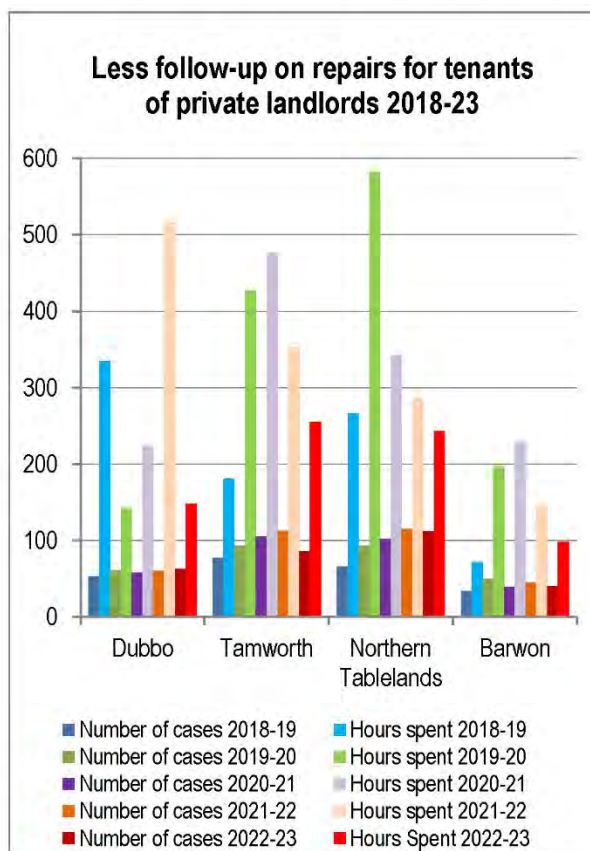
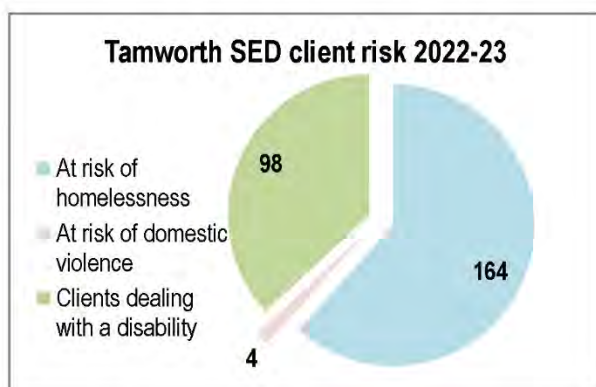
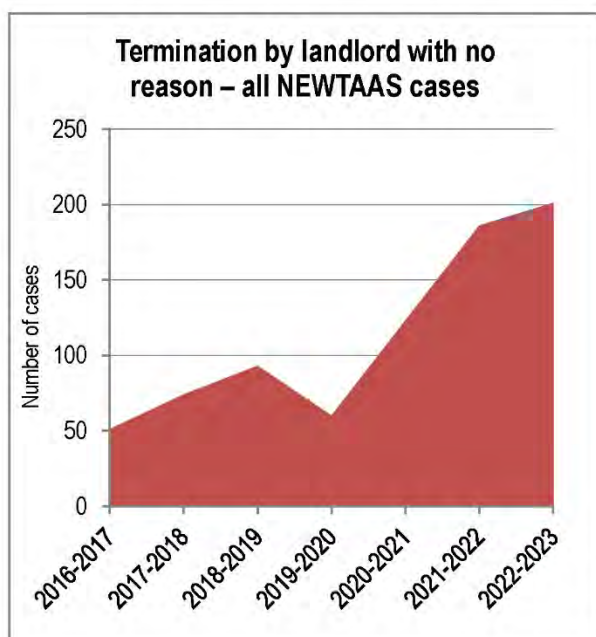
facing homelessness

Tamworth State Electoral District

Rents are still increasing beyond the reach of many tenants. More tenants are at risk of homelessness in 2022-23 than in 2021-22, itself a record year. This is often because of the unsustainable levels of rents in the region. NEWTAAS tenant advocates assess a client's risk of homelessness based on the household's income, and their experience finding a new place to live. The percentage of households facing rental stress, from the 2021 Census, is shown in the table. An effect of high rents and housing insecurity is that many tenants are unwilling to pursue claims against their landlords to get repairs done. A comparison with previous years is shown in the graph below. On the next page we look at those who are at more risk of homelessness in 2022-23.

Suburb/ town	Post-code	% Rental Stress	Renter House-holds	People
TAMWORTH	2340	32.7%	6,526	52,436
WERRIS CREEK	2341	34.7%	144	1,478
CURRABUBULA	2342	16.7%	30	465
DURI	2344	25.0%	36	674
ATTUNGA	2345	21.4%	28	707
MANILLA	2346	40.0%	275	3,033
BARRABA	2347	21.2%	156	1,865
KOOTINGAL	2352	35.0%	243	2,950
MOONBI	2353	29.6%	71	1,201
WALCHA	2354	24.7%	255	3,484
BENDEMEER	2355	35.7%	28	627
MULLALEY	2379	28.6%	14	291
GUNNEDAH	2380	30.5%	1,205	11,118
PREMER	2381	23.7%	97	1,302
BOGGABRI	2382	20.3%	143	1,381

Source: abs.gov.au/census/find-census-data/quickstats/2021/



our area Tamworth State Electoral District

Households Tamworth 2022-23	Household type	Number in 2022-23	% of cases
	Total Cases	539	100%
	Couple	54	10%
	Family	84	16%
	Group	17	3%
	Extended family	21	4%
	Single	146	27%
	Sole Parent	116	22%



ATSI and gender Tamworth 2022-23	ATSI	121	22%
	Female	369	68%

Main Income Source Tamworth 2022-23	Employed	166	31%
	Govt transfer payments	261	48%
	Other	112	21%

Access to technology – Tamworth electorate – 2022-2023 clients		
Number of clients listing a mobile number as their primary contact phone	479	89%
Number of clients with email address supplied	267	50%

Tenure type Tamworth electorate clients 2022-2023	Tenant	366	68%
	Cotenant	118	22%
	Subtenant	1	0%
	Other occupant	7	1%
	Park home owner	0	0%

Who is facing homelessness in Tamworth in 2022-2023

Those facing additional risk factors...



30% of clients with a disability
75% of clients at risk of domestic violence



36% (49) of Aboriginal or Torres Strait Islander clients

Of the 164 clients facing homelessness



55% are single income – 37 are single; 40 are sole parents
36% (56 people) have dependent children

Landlord details



Median rent was \$285 per week, (\$295 for all NEWTAAS)
32% of those at risk of homelessness were housed in social housing properties. 13% were tenants of landlords represented by real estate agents, and 12% tenants of landlords without managing agents

Age of those at risk of homelessness



17% of clients under 25, 32% of 25 to 50 year olds, 15% of 51-65 year olds and 39% of over 65s. (where the age is known)

Income source of those at risk

66% of those facing homelessness relied on government benefits. 17% were employed

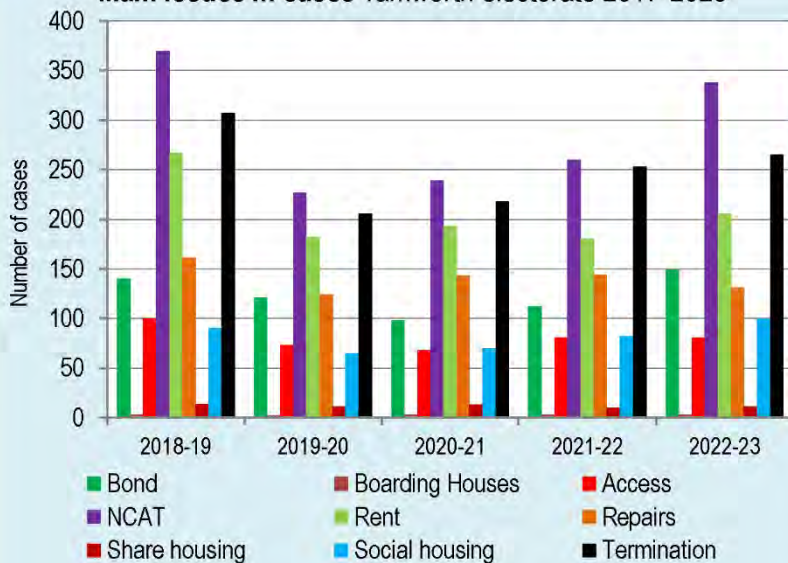
Weekly rents - Tamworth electorate clients 2022-2023		
Median	\$320	
Average	\$328	
Under \$100	3	1%
\$100 - \$149	6	2%
\$150 - \$199	32	8%
\$200 - \$249	48	13%
\$250 - \$299	77	20%
\$300 - \$349	61	16%
\$350 and over	151	40%

Client Age Tamworth electorate 2022-2023	Under 25 years	24
	25-50	198
	51-65	55
	Over 65	18

* Average age 41 years

* Median age 41 years

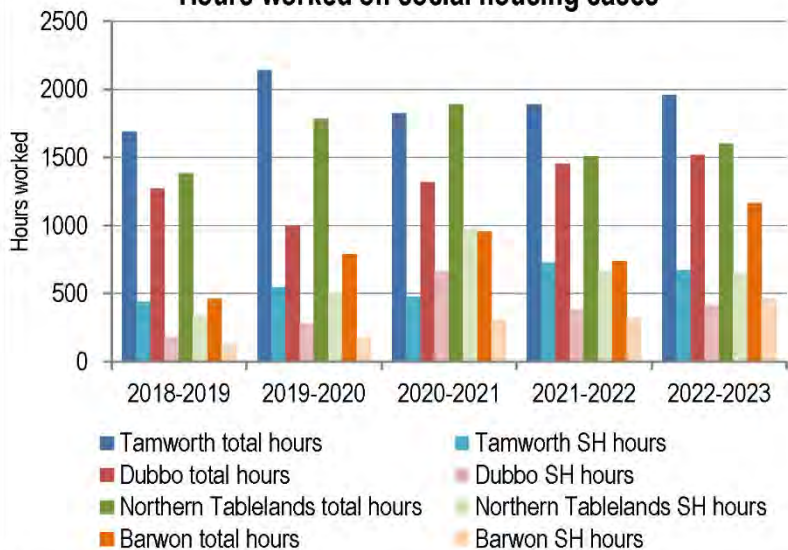
Main issues in cases Tamworth electorate 2017-2023



NEWTAAS worked on a near record number of cases in 2022-23. Our outcomes for tenants (see next page) have been excellent. We recorded slightly fewer hours in 2022-23 as a result of productivity increases and post-Covid staff turnover. However, we have been able to help many more tenants resolve their matters more quickly through Duty Advocacy throughout the region.

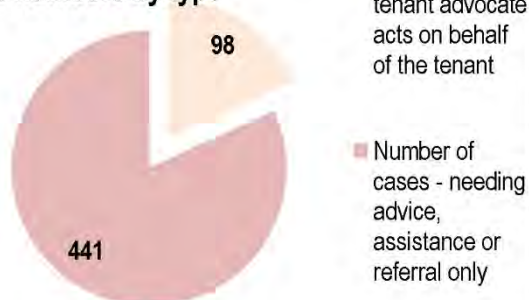
The graphs on this page show that cases involving advocacy require more work. This often applies in social housing matters. Below is a list of the most common issues we have dealt with in 2022-23. Matters involving rents and termination have been higher than in 2021-22.

Hours worked on social housing cases



NCAT: General advice	332
General rights/responsibilities	178
Termination: general advice	169
Rent: general advice	105
Compensation claim: landlord	91
Bond: general advice	90
Repairs: non-urgent	87
Rent: arrears	84
Termination by LL: breach by tenant	80
Social Housing: other	74
Bond: dispute	70
Termination by LL: no ground	65
Withdrawal of services	59
Compensation claim: tenant	55
Rent: reductions	51

**Tamworth electorate 2022-2023
Case numbers by type**



**Tamworth electorate 2022-2023
Hours worked by case type**

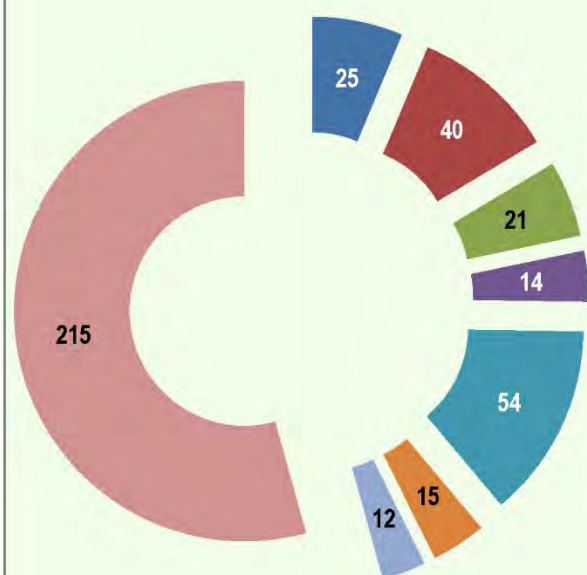


our results Tamworth State Electoral District

Positive outcomes achieved for clients by work type and issues, Tamworth electorate 2022 – 2023

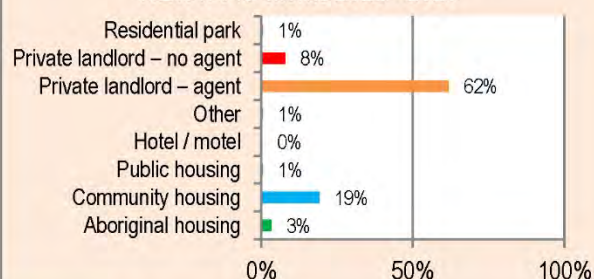
of 539 total cases	Number of cases										Total hours worked
	Cases - good result	Bond	Boarding Houses	Access	NCAT	Rents	Repairs	Share Housing	Social Housing	Termination	
Cases with advocacy sessions	65	24	1	10	61	32	17	0	23	42	1052
Only advice, referral assistance	189	55	2	34	127	74	51	4	25	90	272

Tamworth electorate – positive outcomes achieved 2022–2023

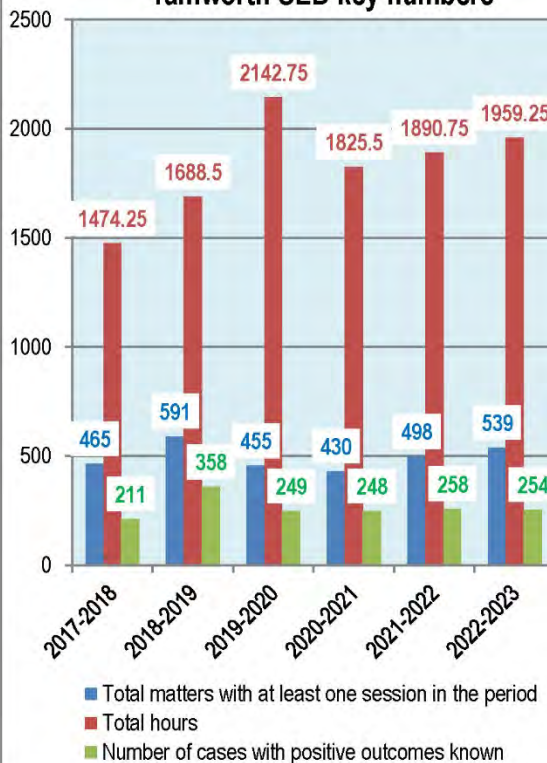


- Homelessness or eviction prevented
- Landlord action dismissed, withdrawn or prevented
- Tenant debt reduced or removed
- Client hearing successful
- Negotiated outcome
- Payment to client obtained
- Other client action successful
- Other occupants assisted

Landlord type Tamworth electorate
NEWTAAS clients 2022 –2023



Tamworth SED key numbers



facing homelessness

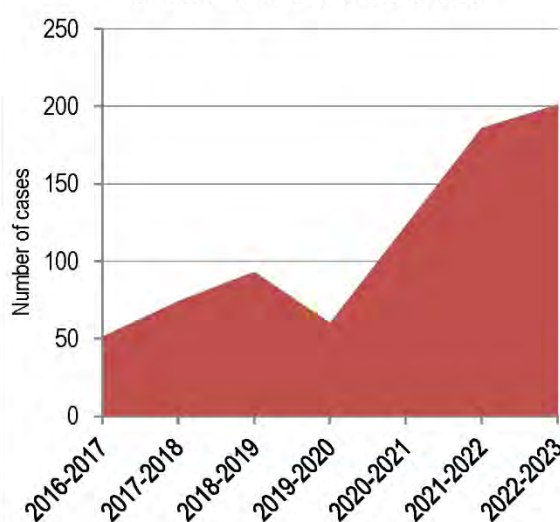
Dubbo State Electoral District

Rents are still increasing beyond the reach of many. More tenants are at risk of homelessness in 2022-23 than in 2021-22, itself a record year. This is often caused by high rents. NEWTAAS tenant advocates assess clients' risk of homelessness based on household income and the client's experience finding a new home. The percentage of households facing rental stress, from the 2021 Census, is at right. High rents and housing insecurity make many tenants unwilling to push for repairs. As a result, NEWTAAS has less follow up repairs work (below).

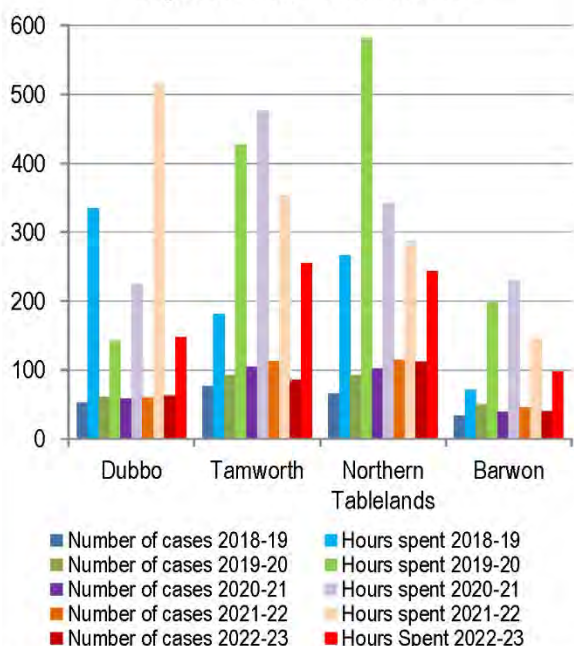
Last year, we noted that Dubbo and Wellington rents had begun to reach unsustainable levels. In 2023, median rents increased in Dubbo, Wellington and Narromine, from 2021, by 21, 16 and 43 per cent. In all of these places the number of CRA recipients fell. It is possible that many of these people got higher paying jobs and became ineligible for CRA. However it is more likely that poor renters have been pushed out of these centres to more distant areas. On the next page we look at the people who are at risk of homelessness in 2022-23.

Suburb/ town	Postcode	% Rental Stress	Rented homes	Total People
WELLINGTON	2820	30.8%	676	7,378
NARROMINE	2821	32.6%	393	4,778
TRANGIE	2823	18.5%	135	1,340
DUBBO	2830	25.9%	5,268	44,963
EUMUNGERIE	2831	20.3%	69	1,845

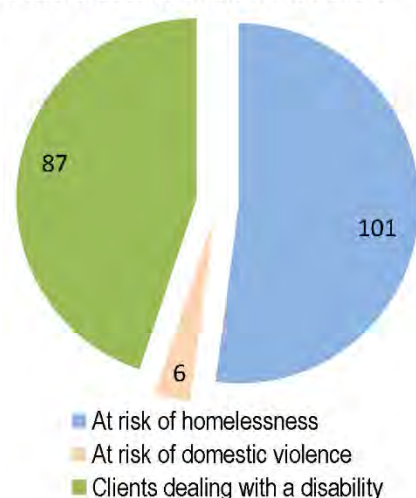
Termination by landlord with no reason – all NEWTAAS cases



Less follow-up on repairs for tenants of private landlords 2018-23



Dubbo electorate client risk 2022 - 23



Household type	Household type	Number in 2022-2023	% of cases involving
Dubbo electorate clients 2022-23	Total Cases	373	100%
	Couple	35	9%
	Family	38	10%
	Group	16	4%
	Extended family	22	6%
	Single	120	32%
	Sole Parent	70	19%



Main Income Source – Dubbo electorate clients 2022-23	Employed	113	37%
	Govt. transfer payments	190	62%
	Other	2	1%

Access to technology – 2022-2023 clients - Dubbo SED		
Clients listing a mobile number as their primary contact phone	338	91%
Clients with email address supplied	160	43%

Client Age Dubbo electorate 2022-23	Under 25 years	10	3%
	25-50	110	29%
	51-65	49	13%
	Over 65	15	4%

* Average age 45 years, median age 44 years

Who is facing homelessness in Dubbo in 2022-2023

Those facing additional risk factors...



39% of clients with a disability
67% of clients at risk of domestic violence



38% (38) of Aboriginal or Torres Strait clients

Of the 101 clients facing homelessness



57% are single income – 30 are single; 28 are sole parents
38% (40 people) have dependent children

Landlord details



Median rent was \$330 per week, (\$295 for all NEWTAAS)
32% of those at risk of homelessness were housed in social housing properties. 41% were tenants of landlords represented by real estate agents, with 19% of landlords without managing agents

Age of those at risk of homelessness



6% of all clients under 25, 87% of those between 25 and 65, and 8% of those over 65. (Clients where the age is known)

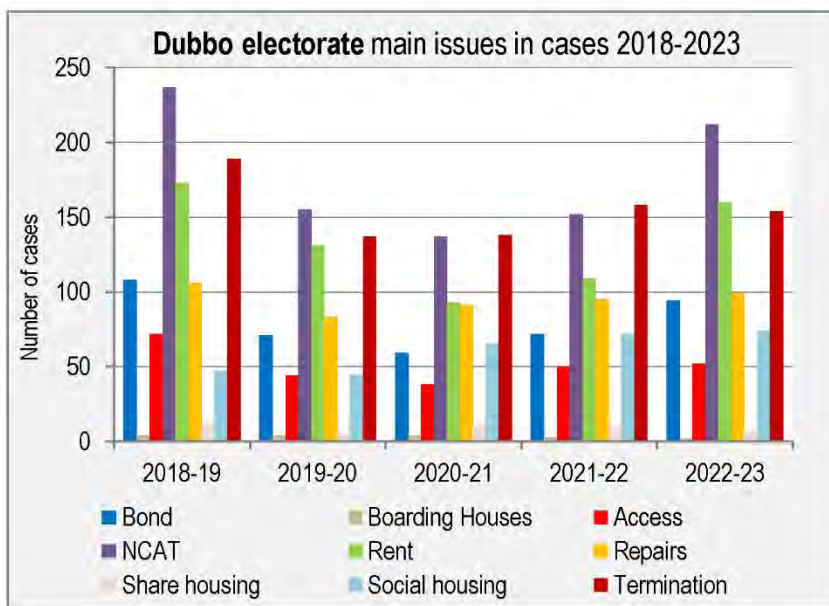
Income source of those at risk

59% of those facing homelessness relied on government benefits. 26% were employed

Weekly rents Dubbo electorate 2022-2023		
Under \$100	3	1%
\$100 - \$149	10	4%
\$150 - \$199	16	7%
\$200 - \$249	29	13%
\$250 - \$299	29	13%
\$300 - \$349	34	15%
\$350 and over	109	47%
Median Rent \$330 pw	Average rent \$326.78	

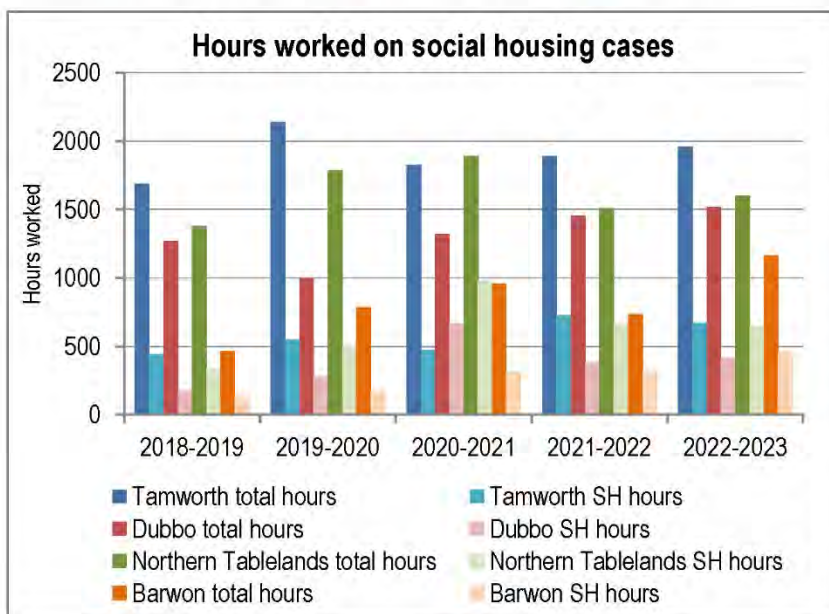
Tenure type Dubbo electorate clients 2022-23	Tenant	261	70%
	Cotenant	70	19%
	Subtenant	2	1%
	Other occupant	8	2%
	Park renter	5	1%

ATSI and gender Dubbo electorate 2022-2023	ATSI	104	28%
	Female	268	72%

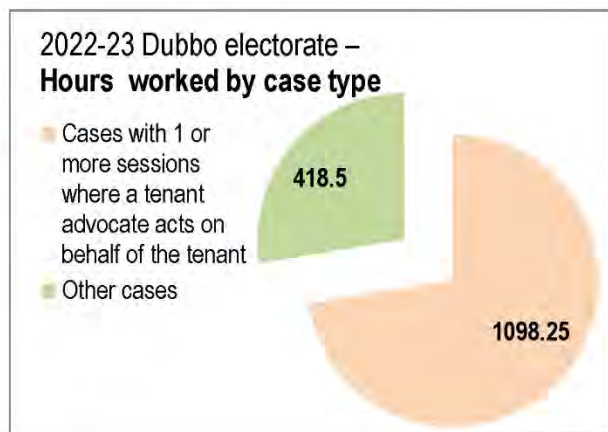
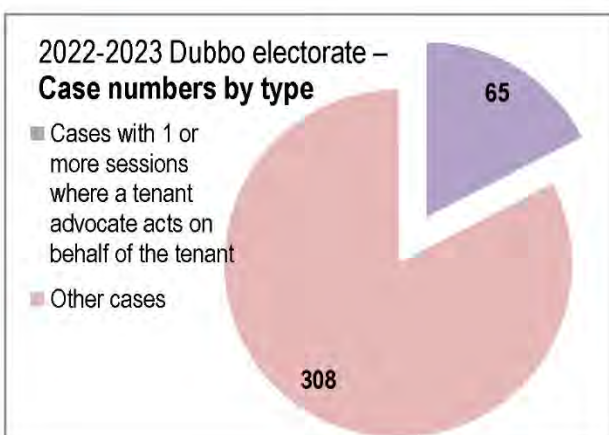


NEWTAAS worked on a near record number of cases in 2022-23. Our outcomes for tenants (see next page) have been excellent. We recorded slightly fewer hours in 2022-23 as a result of productivity increases and post-Covid staff turnover. However, we have been able to help many more tenants resolve their matters more quickly through Duty Advocacy throughout the region.

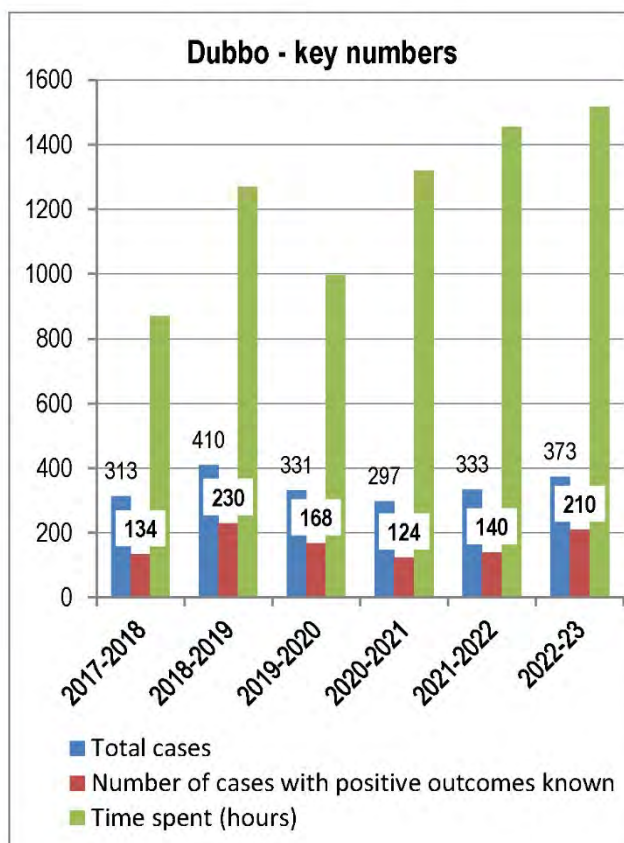
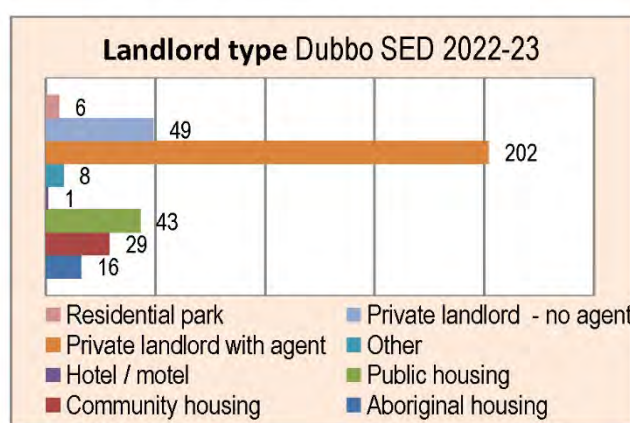
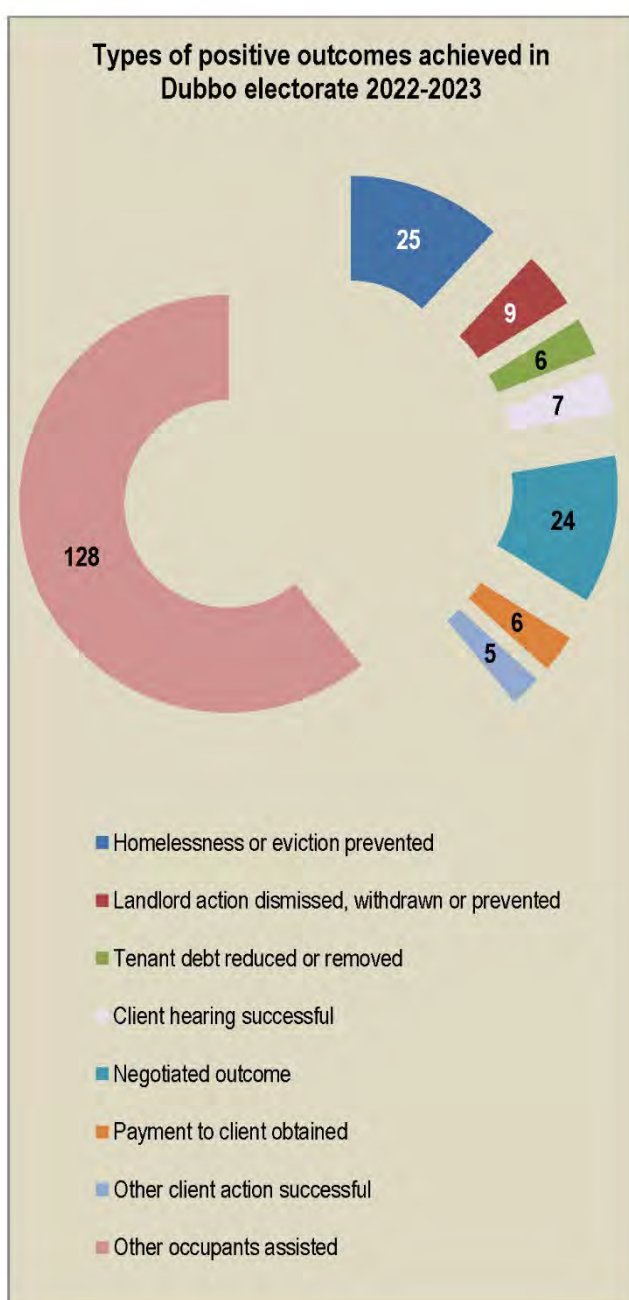
The graphs on this page show that cases involving advocacy require more work. This often applies in social housing matters. Below is a list of the most common issues we have dealt with in 2022-23. Matters involving rents and termination have been higher than in 2021-22.



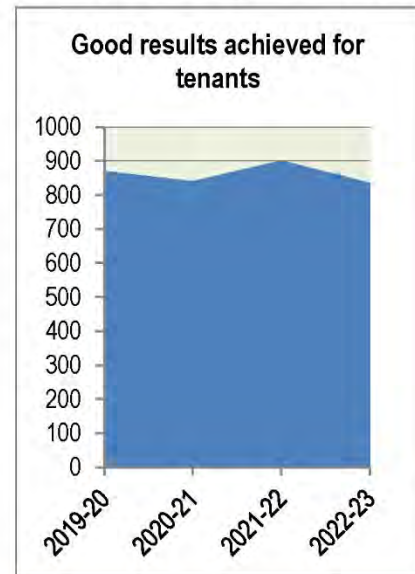
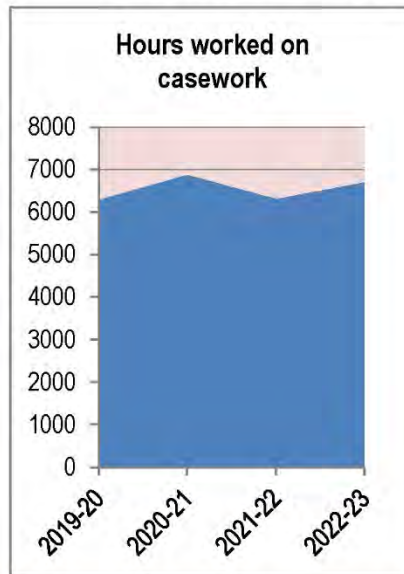
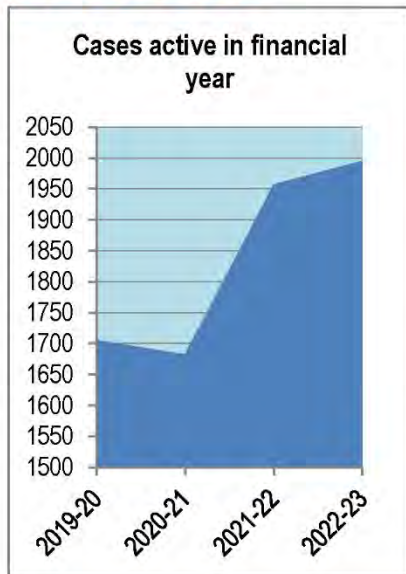
NCAT: General advice	209
General rights/responsibilities	143
Termination: general advice	101
Rent: general advice	81
Repairs: non-urgent	66
Social Housing: other	60
Bond: general advice	58
Termination by LL: breach by tenant	57
Rent: arrears	48
Rent: reductions	46
Compensation claim: landlord	45
Withdrawal of services	45
Access: general advice	36
Compensation claim: tenant	36



Positive outcomes achieved for clients by work type and issues dealt with, Dubbo SED 2022 – 2023											
of 373 total cases	Number of cases in period										Hours worked – these cases
	Cases - good result	Bond	Boarding Houses	Access	NCAT	Rents	Repairs	Share Housing	Social Housing	Termination	
Cases with advocacy sessions	41	11	0	8	35	25	12	1	17	25	807
Only advice, referral assistance	108	31	0	14	70	50	34	1	16	44	167.5

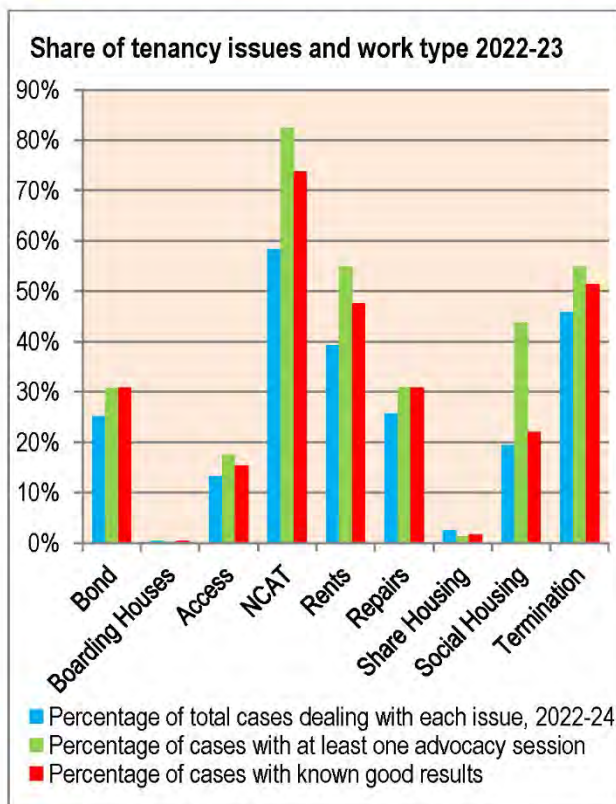


Tenants Advice and Advocacy Service

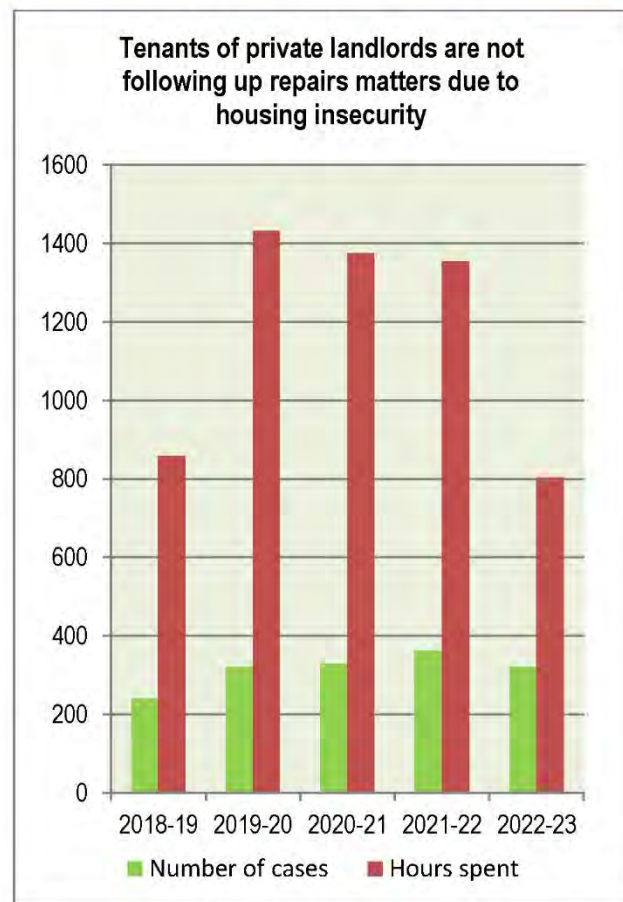


Above: NEWTAAS increased its case numbers again in 2022-23. Hours spent on casework remained more or less stable. The number of good results fell slightly, in no small part due to the increase in 'no grounds' ter-

minations and tenants' reluctance to pursue landlords over repairs, due to concerns about housing insecurity. The lack of follow up on repairs matters across the NEWTAAS catchment is shown below.



The values in this graph show how the proportion of work types (such as cases with one advocacy session) are divided among the different issues such as Bond, Social Housing, etc.



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

**FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2023**

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

STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME
FOR THE YEAR ENDED 30 JUNE 2023

	Note	2023 \$	2022 \$
Revenue	2	733,365	832,929
Interest revenue calculated using the effective interest method	2	14,233	2,724
Administration costs		(54,348)	(54,244)
Depreciation expense	3	(13,533)	(10,747)
Employee benefits expenses		(645,156)	(728,737)
Occupancy expenses		(32,369)	(31,129)
Other expenses		(2,192)	(10,796)
Surplus before income tax expense		-	-
Income tax expense	1(a)	-	-
Surplus after income tax expense		-	-
Other comprehensive income		-	-
Total comprehensive Deficit for the year		-	-

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

STATEMENT OF FINANCIAL POSITION
AS AT 30 JUNE 2023

	Note	2023 \$	2022 \$
ASSETS			
CURRENT ASSETS			
Cash and cash equivalents	4	560,379	585,558
Trade and other receivables	5	1,669	2,095
Other assets	6	13,084	2,863
Investments and other financial assets	7	10	10
TOTAL CURRENT ASSETS		575,142	590,526
NON CURRENT ASSETS			
Property, plant and equipment	8	40,073	21,565
TOTAL NON CURRENT ASSETS		40,073	21,565
TOTAL ASSETS		615,215	612,091
LIABILITIES			
CURRENT LIABILITIES			
Trade and other payables	10	27,496	32,498
Employee benefits	11	191,053	173,188
Provisions	12	270,073	302,137
TOTAL CURRENT LIABILITIES		488,622	507,823
NON CURRENT LIABILITIES			
Employee benefits	11	11,311	3,477
Provisions	12	100,523	86,032
TOTAL NON CURRENT LIABILITIES		111,834	89,509
TOTAL LIABILITIES		600,456	597,332
NET ASSETS		14,759	14,759
EQUITY			
Accumulated funds		14,759	14,759
TOTAL EQUITY		14,759	14,759

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

STATEMENT OF CHANGES IN EQUITY
FOR THE YEAR ENDED 30 JUNE 2023

	Retained Earnings \$	Total \$
Balance at 1 July 2021	14,759	14,759
Total comprehensive surplus	-	-
Balance at 30 June 2022	14,759	14,759
Total comprehensive surplus	-	-
Balance at 30 June 2023	14,759	14,759

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

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED 30 JUNE 2023

	Note	2023 \$	2022 \$
CASH FLOWS FROM OPERATING ACTIVITIES			
Receipts from customers		807,575	915,998
Interest received		14,233	2,724
Payments to suppliers and employees		<u>(814,946)</u>	<u>(837,637)</u>
Net cash provided by operating activities	13 (b)	<u>6,862</u>	<u>81,085</u>
CASH FLOWS FROM INVESTING ACTIVITIES			
Payments for plant and equipment		<u>(32,041)</u>	<u>(8,331)</u>
Net cash used in investing activities		<u>(32,041)</u>	<u>(8,331)</u>
Net (decrease)/increase in cash held		<u>(25,179)</u>	72,754
Cash at the beginning of the financial year		<u>585,558</u>	<u>512,804</u>
Cash at the end of the financial year	13 (a)	<u>560,379</u>	<u>585,558</u>

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2023

Note 1: Statement of Significant Accounting Policies

The principal accounting policies adopted in the preparation of the financial statements are set out below. These policies have been consistently applied to all the years presented, unless otherwise stated.

Basis of Preparation

In the committee's opinion, the incorporated association is not a reporting entity because there are no users dependent on general purpose financial statements.

These are special purpose financial statements that have been prepared for the purposes of complying with the Australian Charities and Not-for-profits Commission Act 2012 and New South Wales legislation the Associations Incorporation Act 2009 and associated regulations. The officers have determined that the accounting policies adopted are appropriate to meet the needs of the members of New England & Western Tenants Advice & Advocacy Service Incorporated.

These financial statements have been prepared in accordance with the recognition and measurement requirements specified by the Australian Accounting Standards and Interpretations issued by the Australian Accounting Standards Board ('AASB') and the disclosure requirements of 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' and AASB 1054 'Australian Additional Disclosures', as appropriate for not-for-profit oriented entities.

Historical Cost Convention

The financial statements have been prepared under the historical cost convention.

Critical Accounting Estimates

The preparation of the financial statements requires the use of certain critical accounting estimates. It also requires management to exercise its judgement in the process of applying the incorporated association's accounting policies. The areas involving a higher degree of judgement or complexity, or areas where assumptions and estimates are significant to the financial statements, are disclosed in note 1.

(a) Income Tax

The committee consider that the association is exempt from income tax under Division 50-5 of the Income Tax Assessment Act of 1997.

(b) Cash and Cash Equivalents

Cash and cash equivalents includes cash on hand, deposits held at call with financial institutions, other short-term, highly liquid investments with original maturities of three months or less that are readily convertible to known amounts of cash and which are subject to an insignificant risk of changes in value. For the statement of cash flows presentation purposes, cash and cash equivalents also includes bank overdrafts, which are shown within borrowings in current liabilities on the statement of financial position.

(c) Plant and Equipment

Plant and equipment is stated at historical cost less accumulated depreciation and impairment. Historical cost includes expenditure that is directly attributable to the acquisition of the items.

Depreciation is calculated on a straight-line basis to write off the net cost of each item of property, plant and equipment (excluding land) over their expected useful lives as follows:

Class of Fixed Asset	Depreciation Rate
Plant and Equipment	14-33%

The residual values, useful lives and depreciation methods are reviewed, and adjusted if appropriate, at each reporting date.

An item of property, plant and equipment is derecognised upon disposal or when there is no future economic benefit to the company. Gains and losses between the carrying amount and the disposal proceeds are taken to profit or loss.

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2023

(d) Revenue

The Association recognises revenue as follows:

Revenue from contracts with customers

Revenue is recognised at an amount that reflects the consideration to which the company is expected to be entitled in exchange for transferring goods or services to a customer. For each contract with a customer, the company: identifies the contract with a customer; identifies the performance obligations in the contract; determines the transaction price which takes into account estimates of variable consideration and the time value of money; allocates the transaction price to the separate performance obligations on the basis of the relative stand-alone selling price of each distinct good or service to be delivered; and recognises revenue when or as each performance obligation is satisfied in a manner that depicts the transfer to the customer of the goods or services promised.

Variable consideration within the transaction price, if any, reflects concessions provided to the customer such as discounts, rebates and refunds, any potential bonuses receivable from the customer and any other contingent events. Such estimates are determined using either the 'expected value' or 'most likely amount' method. The measurement of variable consideration is subject to a constraining principle whereby revenue will only be recognised to the extent that it is highly probable that a significant reversal in the amount of cumulative revenue recognised will not occur. The measurement constraint continues until the uncertainty associated with the variable consideration is subsequently resolved. Amounts received that are subject to the constraining principle are recognised as a refund liability.

Sale of Goods

Revenue from the sale of goods is recognised at the point in time when the customer obtains control of the goods, which is generally at the time of delivery.

Grants - AASB1058: Income of Not-for-Profit

The company receives a number of funding streams that do not contain sufficiently specific performance obligations. Where there are no sufficiently specific performance obligations present, the company recognises revenue on receipt of funds in accordance with AASB 1058: *Income of Not-for-Profit Entities*.

Interest

Interest revenue is recognised as interest accrues using the effective interest method. This is a method of calculating the amortised cost of a financial asset and allocating the interest income over the relevant period using the effective interest rate, which is the rate that exactly discounts estimated future cash receipts through the expected life of the financial asset to the net carrying amount of the financial asset.

Other Revenue

Other revenue is recognised when it is received or when the right to receive payment is established.

Volunteer services

The company has elected not to recognise volunteer services as either revenue or other form of contribution received. As such, any related consumption or capitalisation of such resources received is also not recognised.

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

(e) Investments and Other Financial Assets

Investments and other financial assets, other than investments in associates, are initially measured at fair value. Transaction costs are included as part of the initial measurement, except for financial assets at fair value through profit or loss. Such assets are subsequently measured at either amortised cost or fair value depending on their classification. Classification is determined based on both the business model within which such assets are held and the contractual cash flow characteristics of the financial asset unless an accounting mismatch is being avoided.

Financial assets are derecognised when the rights to receive cash flows have expired or have been transferred and the company has transferred substantially all the risks and rewards of ownership. When there is no reasonable expectation of recovering part or all of a financial asset, its carrying value is written off.

Financial assets at fair value through profit or loss

Financial assets not measured at amortised cost or at fair value through other comprehensive income are classified as financial assets at fair value through profit or loss. Typically, such financial assets will be either: (i) held for trading, where they are acquired for the purpose of selling in the short-term with an intention of making a profit, or a derivative; or (ii) designated as such upon initial recognition where permitted. Fair value movements are recognised in profit or loss.

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2023

Financial assets at fair value through other comprehensive income

Financial assets at fair value through other comprehensive income include equity investments which the company intends to hold for the foreseeable future and has irrevocably elected to classify them as such upon initial recognition.

Impairment of financial assets

The company recognises a loss allowance for expected credit losses on financial assets which are either measured at amortised cost or fair value through other comprehensive income. The measurement of the loss allowance depends upon the company's assessment at the end of each reporting period as to whether the financial instrument's credit risk has increased significantly since initial recognition, based on reasonable and supportable information that is available, without undue cost or effort to obtain.

Where there has not been a significant increase in exposure to credit risk since initial recognition, a 12-month expected credit loss allowance is estimated. This represents a portion of the asset's lifetime expected credit losses that is attributable to a default event that is possible within the next 12 months. Where a financial asset has become credit impaired or where it is determined that credit risk has increased significantly, the loss allowance is based on the asset's lifetime expected credit losses. The amount of expected credit loss recognised is measured on the basis of the probability weighted present value of anticipated cash shortfalls over the life of the instrument discounted at the original effective interest rate.

For financial assets mandatorily measured at fair value through other comprehensive income, the loss allowance is recognised in other comprehensive income with a corresponding expense through profit or loss. In all other cases, the loss allowance reduces the asset's carrying value with a corresponding expense through profit or loss.

(f) Impairment of Non-Financial Assets

At the end of each reporting period, the company assesses whether there is any indication that an asset may be impaired. The assessment will include considering external sources of information and internal sources of information. If such an indication exists, an impairment test is carried out on the asset by comparing the recoverable amount of the asset, being the higher of the asset's fair value less costs to sell and value in use to the asset's carrying value. Any excess of the asset's carrying value of its recoverable amount is expensed to the statement of profit or loss and other comprehensive income.

Where it is not possible to estimate the recoverable amount of an individual asset, the company estimates the receivable amount of the cash-generating unit to which the asset belongs.

(g) Employee Benefits

Short-term employee benefits

Liabilities for wages and salaries, including non-monetary benefits, annual leave and long service leave expected to be settled wholly within 12 months of the reporting date are measured at the amounts expected to be paid when the liabilities are settled.

Other long-term employee benefits

The liability for annual leave and long service leave not expected to be settled within 12 months of the reporting date are measured at the present value of expected future payments to be made in respect of services provided by employees up to the reporting date using the projected unit credit method. Consideration is given to expected future wage and salary levels, experience of employee departures and periods of service. Expected future payments are discounted using market yields at the reporting date on corporate bonds with terms to maturity and currency that match, as closely as possible, the estimated future cash outflows.

Defined contribution superannuation expense

Contributions to defined contribution superannuation plans are expensed in the period in which they are incurred.

(h) Goods and Services Tax

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. In these circumstances the GST is recognised as part of the cost of acquisition of the asset or as part of the item of the expense. Receivables and payables in the statement of financial position are shown inclusive of GST.

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2023

(i) Trade and Other Payables

Trade and other payables represent the liability outstanding at the end of the reporting period for goods and services received by the association during the reporting period, which remain unpaid. The balance is recognised as a current liability with the amounts normally paid within 30 days of recognition of the liability.

(j) Provisions

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. There are specific situations where additional costs are required to be incurred to ensure the Association continues to meet these service standards. Practically these costs need to be provided for to ensure sufficient monies have been set aside to cover costs. As a result, the Association has opted to recognise provisions that do not comply with the recognition and measurement requirements of AASB 137 'Provisions, Contingent Liabilities and Contingent Assets'. The basis for recognition and measurement of these provision is outlined below:

(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 one 3-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 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. The Association also includes in this provision specific funds for the Broken Hill project, allowing for 2 years in person NCAT attendance in Broken Hill and the costs associated with developing and delivering that service. In addition, specific funds are allocated for the expansion of delivery of community education programs and the logistics costs of delivery. This provision does not comply with Accounting Standards and is measured by management's best estimate.

(iv) Higher duties allowance

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 provision to cover costs for paying higher duty allowances to staff during periods where staff are required to act in higher roles as a result of staff turnover, leave and demand requirements. This provision does not comply with Accounting Standards and is measured by management's best estimate.

(v) IT expenses

The Association's core IT equipment has reached the end of its useful life and requires replacement to ensure the continued delivery of service in accordance with the Association's contract. The Association has recognised a provision for the replacement of this equipment based upon market quotations received. This provision does not comply with Accounting Standards.

(k) New or Amended Accounting Standards or Interpretations Adopted

The incorporated association has adopted all of the new or amended Accounting Standards and Interpretations issued by the Australian Accounting Standards Board ('AASB') that are mandatory for the current reporting period.

Any new or amended Accounting Standards or Interpretations that are not yet mandatory have not been early adopted.

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

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2023

(I) Critical Accounting Judgements, Estimates and Assumptions

The preparation of the financial statements requires management to make judgements, estimates and assumptions that affect the reported amounts in the financial statements. Management continually evaluates its judgements and estimates in relation to assets, liabilities, contingent liabilities, revenue and expenses. Management bases its judgements, estimates and assumptions on historical experience and on other various factors, including expectations of future events, management believes to be reasonable under the circumstances. The resulting accounting judgements and estimates will seldom equal the related actual results. The judgements, estimates and assumptions that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities (refer to the respective notes) within the next financial year are discussed below.

Estimation of Useful Lives of Assets

The incorporated association determines the estimated useful lives and related depreciation and amortisation charges for its property, plant and equipment and finite life intangible assets. The useful lives could change significantly as a result of technical innovations or some other event. The depreciation and amortisation charge will increase where the useful lives are less than previously estimated lives, or technically obsolete or non-strategic assets that have been abandoned or sold will be written off or written down.

Employee Benefits Provision

As discussed in note 1, the liability for employee benefits expected to be settled more than 12 months from the reporting date are recognised and measured at the present value of the estimated future cash flows to be made in respect of all employees at the reporting date. In determining the present value of the liability, estimates of attrition rates and pay increases through promotion and inflation have been taken into account.

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

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2023

(m) Accounting Policies, Changes in Accounting Estimates and Errors

In order to provide more relevant reporting to the users of the financial statements and to ensure the financial statements comply with AASB 101 Presentation of Financial Statements, the allocation of some items in the Statement of Profit or Loss and Other Comprehensive Income have been restated. Similarly, some items in the Statement of Financial Position have been reclassified. As a result of this amendment and in accordance with AASB 108 Accounting Policies, Changes in Accounting Estimates and Errors, the prior period accounts have been restated. What follows is the result of the restatement.

	Original 2022 \$	Effect of Restatement \$	Restated 2022 \$
STATEMENT OF PROFIT OR LOSS AND OTHER COMPREHENSIVE INCOME			
Revenue	-	832,929	832,929
Administration costs	-	(54,244)	(54,244)
Employee benefits expenses	-	(728,737)	(728,737)
Occupancy expenses	-	(31,129)	(31,129)
Other expenses	-	(10,796)	(10,796)
Grant - Core funding	636,016	(636,016)	-
Grant - Non Core funding	196,885	(196,885)	-
Reimbursable expenses	1,846	(1,846)	-
Other income	28	(28)	-
Salaries and wages	(586,722)	586,722	-
On-costs	(141,304)	141,304	-
Communication expenses	(20,818)	20,818	-
Office overheads	(20,825)	20,825	-
Financial accountability	(6,000)	6,000	-
Utilities and outgoings	(5,363)	5,363	-
Printing and stationery	(3,877)	3,877	-
Office equipment	(2,482)	2,482	-
Rent	(25,766)	25,766	-
Staff related expenses	(4,111)	4,111	-
Travel	(7,216)	7,216	-
Motor vehicle	(1,456)	1,456	-
Fuel	(812)	812	-
Surplus after income tax expense	-	-	-
Total comprehensive income for the year	-	-	-

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

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2023

	Original 2022 \$	Effect of Restatement \$	Restated 2022 \$
STATEMENT OF FINANCIAL POSITION			
ASSETS			
CURRENT ASSETS			
Trade and other receivables	-	2,095	2,095
Accounts receivable and other debtors	4,958	(4,958)	-
Other assets	-	2,863	2,863
TOTAL CURRENT ASSETS	590,526	-	590,526
TOTAL ASSETS	612,091	-	612,091
LIABILITIES			
CURRENT LIABILITIES			
Trade and other payables	16,643	15,855	32,498
Employee benefits	-	173,188	173,188
Other liabilities	21,640	(21,640)	-
Provisions	473,017	(170,880)	302,137
TOTAL CURRENT LIABILITIES	511,300	(3,477)	507,823
NON CURRENT LIABILITIES			
Provisions	86,032	(86,032)	-
Employee benefits	-	3,477	3,477
TOTAL NON CURRENT LIABILITIES	86,032	3,477	89,509
TOTAL LIABILITIES	597,332	-	597,332
NET ASSETS	14,759	-	14,759
EQUITY			
Retained earnings	14,759	-	14,759
TOTAL EQUITY	14,759	-	14,759

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

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2023

	Note	2023 \$	2022 \$
Note 2: Revenue			
Revenue from contracts with customers			
Memberships		22	28
Total revenue from contracts with customers		22	28
Other revenue			
Government funding		733,343	832,901
Interest income		14,233	2,724
Total other revenue		747,576	835,625
Total revenue		747,598	835,653
Note 3: Expenses			
The surplus before income tax expense has been determined after the following specific expenses:			
Depreciation		13,533	10,747
Salaries and wages		557,142	599,604
Superannuation		53,477	63,532
Short-term lease payments		27,324	25,766
Note 4: Cash and Cash Equivalents			
Cash on hand		600	600
Cash at bank		559,779	584,958
		560,379	585,558
Note 5: Trade and other receivables			
CURRENT			
Trade and other receivables		1,669	2,095
		1,669	2,095
Note 6: Other Assets			
CURRENT			
Prepaid expenses		13,084	2,863
		13,084	2,863
Note 7: Investments and other financial assets			
Financial assets at amortised cost			
- Shares		10	10
		10	10

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

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2023

	Note	2023 \$	2022 \$
Note 8: Plant and Equipment			
Plant and Equipment			
Plant and equipment - at cost		60,318	65,202
Less: Accumulated depreciation		(20,245)	(43,637)
Total Plant and Equipment		40,073	21,565
(a) Movements in carrying amounts			
		Plant and Equipment \$	Total \$
Balance at the beginning of the year		21,565	21,565
Additions		32,041	32,041
Disposals		-	-
Depreciation expense		(13,533)	(13,533)
Carrying amount at the end of the year		40,073	40,073
Note 9: Lease liabilities			
CURRENT			
Lease liability		-	-
Total Current Lease liability		-	-
NON-CURRENT			
Lease liability		-	-
Total Non-Current Lease liability		-	-
Total Lease liability		-	-
The association leases its office building under an agreement set to end in June 2023. The lease has been renegotiated for a five year period commencing 1 July 2023.			
The association has certain leases of land and buildings with lease terms of 12 months or less. The association applies the 'short-term lease' recognition exemptions for these leases.			
<i>Future lease payments</i>			
Future lease payments are due as follows:			
Within one year		27,677	29,986
One to five years		49,280	-
More than five years		-	-
		76,957	29,986
Note 10: Trade and Other Payables			
CURRENT			
Trade payables		1,666	226
Sundry payables and accrued expenses		25,830	32,272
		27,496	32,498

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

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2023

	Note	2023 \$	2022 \$
Note 11: Provision for Employee Benefits			
CURRENT			
Annual leave		111,105	96,383
Time in lieu		9,358	5,253
Long service leave		70,590	71,552
		<u>191,053</u>	<u>173,188</u>
NON-CURRENT			
Long service leave		11,311	3,477
		<u>11,311</u>	<u>3,477</u>
Note 12: Provisions			
CURRENT			
Provision for personal/carers leave		40,039	32,533
Provision for Locum and salaries		205,469	247,202
Provision for higher duties		14,565	12,402
Provision for IT expense		10,000	10,000
		<u>270,073</u>	<u>302,137</u>
NON CURRENT			
Provision for redundancy		100,523	86,032
		<u>100,523</u>	<u>86,032</u>
Note 13: Cash Flow Information			
(a) Reconciliation of cash			
Cash and cash equivalents		560,379	585,558
		<u>560,379</u>	<u>585,558</u>
(b) Reconciliation of cash flow from operations with surplus from activities after income tax expense:			
Surplus from ordinary activities after income tax expense		-	-
Non cash flows in surplus from ordinary activities:			
Depreciation		13,533	10,747
Changes in Assets and Liabilities:			
(Increase)/decrease in trade and other receivables		426	(514)
(Increase)/decrease in prepaid expenses		(10,221)	(1,684)
Increase/(decrease) in creditors and accruals		(5,002)	9,742
Increase/(decrease) in provisions		8,126	62,794
Cash flows from operations		<u>6,862</u>	<u>81,085</u>

Note 15: Economic Dependence

NEWTAAS is dependent on NSW 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 2028.

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

NOTES TO THE FINANCIAL STATEMENTS
FOR THE YEAR ENDED 30 JUNE 2023

	Note	2023 \$	2022 \$
Note 16: Related Party Transactions			
<u>Key Management Personnel</u>			
The totals of remuneration paid to key management personnel (KMP) during the year are as follows:			
Key management personnel compensation		<u>216,528</u>	<u>209,192</u>
Number of key management personnel		<u>3</u>	<u>3</u>

Other Related Parties

Transactions between related parties are on normal commercial terms and conditions no more favourable than those available to other parties unless otherwise stated.

There were no known related party transactions during the financial year

Note 17: Events After the End of the Reporting Period

No events have arisen since the end of the reporting period which significantly or may significantly affect the operations of the association, the results of those operations, or the state of affairs of the association in future financial years.

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

STATEMENT BY MEMBERS OF THE COMMITTEE
FOR THE YEAR ENDED 30 JUNE 2023

The committee have determined that the association is not a reporting entity and that this special purpose financial report should be prepared in accordance with the accounting policies outlined in note 1 to the financial statements.

In the opinion of the committee the attached financial report:

1. Presents a true and fair view of the financial position of New England & Western Tenants Advice & Advocacy Service Incorporated as at 30 June 2023 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 & Western Tenants Advice & Advocacy Service Incorporated will be able to pay its debts as and when they fall due.

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


Chair
Dated: 30 August 2023


Member



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**INDEPENDENT AUDITORS' REPORT
TO THE MEMBERS OF
NEW ENGLAND & WESTERN TENANTS ADVICE & ADVOCACY SERVICE INCORPORATED
ABN 31 279 732 390**

Qualified Opinion

We have audited the financial report of New England & Western Tenants Advice & Advocacy Service Incorporated (the Association), which comprises the statement of financial position as at 30 June 2023, the statement of profit or loss and other comprehensive income, the statement of changes in equity and the statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies, and statement by members of the committee.

In our opinion, except for the possible effects of the matter described in the Basis for Qualified Opinion section the accompanying financial report of the Association is in accordance with the Associations Incorporation Act NSW 2009 and the Australian Charities and Not-for-profits Commission Act 2012, including:

- (a) giving a true and fair view of the Association's financial position as at 30 June 2023 and of its financial performance for the year then ended; and
- (b) complying with Australian Accounting Standards to the extent described in Note 1, and Division 60 of the Australian Charities and Not-for-profits Commission Regulation 2022.

Basis for Qualified Opinion

Attention is drawn to note 1 (j) in the financial statements "Provisions". The association has opted to recognise several provisions that do not comply with AASB 137 'Provisions, Contingent Liabilities and Contingent Assets'. Verification of estimates and assumptions utilised for these provisions was unable to be completed.

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 Associations Incorporation Act NSW 2009, 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 (including Independence Standards) (the Code) that are relevant to our audit of the financial report 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 report, which describes the basis of accounting. The financial report has been prepared for fulfilling the committee's financial reporting responsibilities under the Associations Incorporation Act NSW 2009 and the Australian Charities and Not-for-profits Commission Act 2012. As a result, the financial report may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

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**INDEPENDENT AUDITORS' REPORT
TO THE MEMBERS OF
NEW ENGLAND & WESTERN TENANTS ADVCE & ADVOCACY SERVICE INCORPORATED**

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Other Information

The Board is responsible for the other information. The other information comprises the information included in the Entity's annual report for the year ended 30 June 2023, but does not include the financial report and our auditor's report thereon.

Our opinion on the financial report does not cover the other information and accordingly we do not express any form of assurance conclusion thereon.

In connection with our audit of the financial report, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the financial report or our knowledge obtained in the audit or otherwise appears to be materially misstated.

If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Responsibilities of the Committee for the Financial Report

The committee of the Association are responsible for the preparation of the financial report and have determined that the basis of preparation described in Note 1 to the financial report is appropriate to meet the needs of the members and the Associations Incorporation Act NSW 2009 and the Australian Charities and Not-for-profits Commission Act 2012 and for such internal control as the directors determine is necessary to enable the preparation of the financial report that gives a true and fair view and is free from material misstatement, whether due to fraud or error.

In preparing the financial report, the committee are responsible for assessing the ability of the Association to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the committee either intend to liquidate the Association or to cease operations, or have no realistic alternative but to do so.

Auditor's Responsibilities for the Audit of the Financial Report

Our objectives are to obtain reasonable assurance about whether the financial report is 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 the 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 based on this financial report.

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As part of an audit in accordance with the Australian Auditing Standards, the auditor exercises professional judgement and maintains professional scepticism throughout the audit. The auditor also:

- Identifies and assesses the risks of material misstatement of the financial report, whether due to fraud or error, designs and performs audit procedures responsive to those risks, and obtains audit evidence that is sufficient and appropriate to provide a basis for the auditor's opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtains an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Entity's internal control.
- Evaluates the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Concludes on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Entity's ability to continue as a going concern. If the auditor concludes that a material uncertainty exists, the auditor is required to draw attention in the auditor's report to the related disclosures in the financial report or, if such disclosures are inadequate, to modify the auditor's opinion. The auditor's conclusions are based on the audit evidence obtained up to the date of the auditor's report. However, future events or conditions may cause the Entity to cease to continue as a going concern.
- Evaluates the overall presentation, structure and content of the financial report, including the disclosures, and whether the financial report represents the underlying transactions and events in a manner that achieves fair presentation.
- The auditor communicates with those charged with governance regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that the auditor identifies during the audit.

CROWE AUDIT AUSTRALIA

Kylie Ellis
Audit Partner
Registered Company Auditor (ASIC RAN 483424)
134 Taylor St
ARMIDALE NSW 2350

Dated: 1 September 2023

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