QCAT APPEAL REPLY SUBMISSIONS

QCAT Application: APL305-23

Applicant:	**Gordon James Craven**
First Respondents:	**Saurav Kataria**
	Ashleigh Kataria
Second Respondent	**S.N.A. Group Pty Ltd ACN: 113 271 766**

SUBMISSIONS BY THE APPELLANT IN REPLY

Made according to Direction 4, of Member Lember of the Appeal Tribunal on 26/09/2023

STANDING TO APPEAR IN THE PLACE OF RESPONDENT PARTIES

1. On 6 November 2023 by email, I was served with unsigned, undated, and unsealed Appeal Response Submissions that omit the Second Respondent to be a party (as does the Response document 16 on the Q1363-23 portal). The Submissions were accompanied with a separate list of untitled annexures.

1.1 The email originated from eliza.black@coronis.com.au and signed by Eliza Black (Ms. Black) at the address of 9 Nicklin Way, Minyama QLD 4575.

1.2 The Submissions do not contain any detail of authority to stand in the place of the First Respondents or the Second Respondent and the reason for omission of the Second Respondent in the two document filed, is likely best known by Ms. Black.

1.3 I am not aware of any application for leave for any of the Respondents to be represented in this proceeding, or the Q1363-23 proceeding being appealed.

APPEARANCE BY MS. BLACK AS THE SECOND RESPONDENT

2. I have become aware, by way of an ASIC search [1] that Coronis Sunshine Coast Pty Ltd has its place of business address as, 9 Nicklin Way, Minyama QLD 4575.

2.1 Given paragraphs 1 & 1.1 above, it would appear logical that Ms. Black is an employee of Coronis Sunshine Coast Pty Ltd, despite previously telling me that she was employed by ACN: 113 271 766 [2], and for that reason S.N.A. Group Pty Ltd ACN: 113 271 766 was made the Second Respondent, who has been served initially by the Registry in Q1363-23, and with my Affidavit of Service in APL305-23. All other documents in the two proceedings were served to Ms. Black, with some directly to director Andrew Coronis by email, and the APL305-23 Application also by express mail to his home address for which there is an Auspost record of delivery.

1. ASIC search document in additional evidence Application.
2. Paragraph 26 + email exhibit - Document 27 on the Q1363-23 portal.

2.2 Apart from page 13 line 31 of the Transcript, there was no mention of the Second Respondent corporation at the hearing on 29 August 2023, and at page 2 lines 26 and 27 of the Transcript, Ms. Black states; *"I'm the property manager for the – on behalf of the owners for "Coronis",* and made no mention of S.N.A. Group Pty Ltd.

2.3 By reason of paragraphs 1 to 2.2 above, I believe that Ms. Black had no authority :

- to be the Second Respondent at the 29 August 2023 hearing; or
- to be the Second Respondent in the Appeal Response Submissions;

because she was and is, likely not an employee of the corporation and therefore cannot be an authorised officer of the corporation as required by sub-section 54(1) of the QCAT Rules, to appear or file and serve the Appeal Response Submissions.

2.4 My belief is strengthened by reason of a **refusal** to answer my questions to Ms. Black regarding her standing, by way of my emailed letter to her on 13 November 2023, a copy of which, plus the refusal, is attached to these submissions.

2.5 Consequently I believe that the Response Submissions on behalf of, or by, the Second Respondent are not authorised, and as such I do not accept the Appeal Response Submissions to be lawful, and I believe they should be struck out.

APPEARANCE BY MS. BLACK AS THE FIRST RESPONDENTS

3. Pursuant to the General Tenancy Agreement (Respondents ANNEXURE A), and during the term of that Agreement, the lessor authorises an agent (being Ms. Black) to stand in the lessor's place at the QCAT Tribunal, for any application that relates to the Residential Tenancy Agreement.

3.1 The said Tenancy Agreement ended on 19 June 2023, and was replaced by a Periodic Tenancy which ended on 22 August 2023 when the tenants moved out, subsequent to providing a Form 13 Notice [3] to Ms. Black on 4 August 2023. Ms.Black then gave notice [4] to QCAT on 8 August 2023, that she would not be attending the hearing on 29 August 2023.

3.2 Consequently, the authority provided by the Tenancy Agreement for Ms. Black to stand in the place of the First Respondents, must have ended on 22 August 2023 and Ms. Black knew that, but despite her notice of not attending, she did attend.

3.3 Likewise, Ms. Black has no standing to file the Appeal Response Submissions per paragraph 1 above.

3.4 If this is the case, I do not accept the undated and unsigned Appeal Response Submissions to be lawful, and I believe they should be struck out.

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3. Form 13 in additional evidence Application.
4. Page 7 of Document 34 on the Q1363-23 portal - exhibit of email to QCAT copied to Applicants.

4. I submit that paragraphs 1 to 3.4 above, constitute a **<u>further ground for appeal</u>**.

4.1 If that ground is made out, then it must be that the Respondents have failed to make submissions as directed, and I cite; *The Chief Executive, Department of Justice and Attorney-General v Janet Schouten Real Estate* [2015] QCAT 307 @ [7] & [8], to be an example of the course taken, when respondent submissions are not made.

4.2 In an attempt to clarify the issue, on 16/11/23 I emailed a Form 40 Application to the Registry for Eliza Black to be directed to provide authority details to represent the First and Second Respondents, which I also served on the Respondents by email.

IN THE EVENT OF A FINDING THAT THERE WAS AUTHORISATION

5. In an attempt to answer what I find to be somewhat confusing mix of matters in the Respondents' Submissions, where an individual response to each paragraph of the my Appeal Submissions (or the Statement of Claim) have not been made. For convenience, I attach a copy of the Respondent Submissions hereto, where I have numbered each paragraph, and I respond to each of those paragraphs as per below:

5.1 **Paragraphs 1 to 3** are admitted to be true, and at page 18 of the Respondent's "ANNEXURE A" tenancy agreement under the <u>Solar</u> heading, is the following term:

> *The lessor and tenants agree that the tenants are to receive 100% solar rebate during the term of this tenancy.*

this was the <u>Solar Benefit</u> for which the tenants agreed to pay an extra $60.00 per week in rental payments, an increase from $740.00 per week to $800.00 per week.

5.2 **Paragraph 4** is admitted to be true, subject to <u>any new terms not being onerous, unreasonable or unconscionable</u>, which is the case when the First respondents attempted to claw back the <u>Solar Benefit</u>, at the expense of the tenants losing the benefit gained at the <u>ongoing cost of $60.00</u> per week increase in rent, together with the tenants losing their government pensioner assistance for electricity charges.

A CORE ISSUE IN THESE PROCEEDINGS

(a) Paragraph 4 provides evidence of the prevailing Respondent culture, in believing that agents and property owners, can impose with impunity, any onerous and unconscionable conditions they dream up in lease renewal offers to vulnerable tenants, with threat of Notice to Leave if not accepted.

(b) And the **<u>Adjudicator erred</u>** in doing nothing to dispel this culture or qualify it (Transcript Page 16, Lines 5 to 10), where the Adjudicator could have stated words to the effect…

> *in adjusting the terms of the lease renewal, the adjustments needed to be reasonable and not onerous or unconscionable.*

(c) <u>To offer an onerous term on threat of a Form 12, is clearly unconscionable</u>.

5.3 **Paragraph 5**. The attempt to pass off the purported *"Administration Error"*, being :

> *The tenants acknowledge that the electricity account must stay in the owners name. The owners will pay the account in full and the tenants will then be invoiced.*

as a *"standard solar special term",* is ridiculous, as on the face of it, it can only be novel and created by mental deliberation and not an *"Administrative Error"*. On the balance of probabilities there is nothing *"standard"* about it, because it was just a hare-brained scheme to take advantage of the superior bargaining power held by the Respondents, along with the power to issue a Form 12 Notice to Leave on a whim.

5.4 **Paragraph 6** matches with sub-paragraph 5(d) of the Appellant Submissions.

5.5 **Paragraph 7**. The Appellant's Timeline within the Appeal Submissions at sub-paragraphs 5(e), 5(f), 5(g), 5(h), 5(i), 5(j), 5(k), 5(l), 5(m), 5(n), 5(o) & 5(p), and associated submissions, are issues totally ignored, because the Response Submissions jump **19 days over those issues** to the 6 month onerous lease offer. The offer was onerous because, along with paragraphs 12 to 13 of the Statement of Claim [5], the Solar Benefit per 5.1 above had been removed, and instead of removing the $60.00 per week paid for that Solar Benefit from future rent, the rent was in fact increased.

5.6 **Paragraph 8** is admitted to be true, and confirmed that this was the offer of a 6 month lease as referred to at 5.5 above, which had both the existing Solar Benefit as per 5.1 above, and the onerous Solar term at 5.3 above, removed.

5.7 **Paragraph 9**. The paragraph states:
"the Solar term is standard wording from the agent's system being used at the time".
Paragraph 5.3 above is referred to and repeated. The Response paragraph goes on to stating that the Solar term had been removed, while totally failing to mention that the existing Solar Benefit per 5.1 above, had also been removed. The Respondents exhibit (ANNEXURE E), and (ANNEXURE F), illustrating that there was in fact no Solar term whatsoever, contained within the 6 month lease offer. Along with paragraphs 12 to 13 of the Statement of Claim, and no compensation for loss of the Solar Benefit, the tenants declined to sign the 6 month 4/4/23 lease, reserved their legal rights and gave notice of intention to seek an RTA/QCAT resolution.

5.8 **Paragraph 10**. As per paragraph 22.1 of the Appellant's Submissions, there were 42 pages of legalese [6] WITHOUT any notice of the Solar term being materially changed. It is my understanding of business dealings, that when there is to be a material change to any agreement, that notice of the change be prominently brought to the attention of any party that is to sign the agreement.

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5. Document 5 on the Q1363-23 portal.
6. Electronic version in additional evidence Application.

5.8.1 THIS WAS NOT DONE, and the tenants thinking that the agreement was just a simple renewal (with a $10.00 increase in rent), almost did sign but for Janet tenant saying, *"we better check that Solar condition"*. Had the tenants signed it by mistake and claimed it to be an *"Administrative Error"*, I can imagine the response from Ms. Black and the First Respondents being totally unsympathetic.

5.9 **Paragraph 11**. The paragraph does not refer directly to what is complained about, and I am unaware of what is being referred to. Apart from the mention of the *'Administrative Error'* that I allege to be fabricated, and if not fabricated, a failure to communicate the error to the tenants for several months until announcing it by surprise at the hearing on 29 August 2023, it appears the Respondents are AGAIN jumping over the 19 day period in the Timeline as referred to at paragraph 5.5 above.

5.10 **Paragraph 12** appears to be accurate.

5.11 **Paragraph 13** appears to be accurate. By the Respondents being forewarned that the dispute over a proposed lease renewal was going legal as per the matters listed at 5.24 below, the Respondents blindly issued a Form 12 Notice to Leave, while ignoring sub-section 291(2) of the RTRA Act and other provisions prohibiting retaliation.

5.12 **Paragraph 14**. This is confusing and seemingly not relevant. Time requirements set by the Respondents, are not grounded in any legislation. The tenants refused to sign the 6 month lease, and filed their QCAT Application for the reasons set out in the Statement of Claim and the loss of the Solar Benefit.

5.13 **Paragraph 15**. Again this is confusing and appears to be referring to the amount of times the 6 month lease was offered and not signed. The tenants did not sign the 6 month lease offer as exhibited four times in the Respondent ANNEXURES of I, J, K and L, for the reasons set out in the Statement of Claim and herein. As to the "Request Change" option [7], this was merely an option to request a different time period term to the proposed lease, along with providing reasons. Clearly a 12 month term had been refused at the time of the 6 month offer, so in effect the "Request Change" option was in fact not available.

5.14 **Paragraph 16**. It is agreed the Form 12 Notice to Leave was issued with grounds 'End of Fixed Term Agreement'. Any *"standard within the industry"*, is required to conform with Australian Consumer Law (ACL), such as the Unconscionable Conduct provisions. A comment by the Adjudicator has been relied upon, which has been covered by paragraphs 20.2, 20.2.1, 20.2.2 of the Appellant's Appeal Submissions.

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7. The "Request Change" option: paragraph 5.2 > page 6 of Document 34 on the Q1363-23 Portal.

5.15 **Paragraph 17**. I the Appellant, have never suggested that the RTRA Act contains a section that requires giving reasons for behaviour. However, I am of the opinion that reasons should be given, when tenancy agreement negotiations fall within the jurisdiction of contemporaneous legislation such as the ACL and Unconscionable Conduct or unfair tactics, as has been pleaded the Statement of Claim.

5.16 **Paragraph 18**. The pregnancy of Mrs. Kataria announced on 25 May 2023, may be a reason the the reduction of lease term from 12 to 6 months. It is curious though that the reduced 6 month offer on 4 April 2023 came just 8 days after offering the second version of the 12 month lease offer on 27 March 2023, to which the Respondents outright refused to provide reasons for the reduction [8], and the Adjudicator stating; *"Well, technically they are"* [9].

5.17 **Paragraph 19** is admitted to be true, and one can wonder if the *"Administrative Error"* as per 5.3 above (a concept that can only be novel and created by mental thought and not an error), originated from instructions by the First Respondents, given the requirement to follow the owner's instructions.

5.18 **Paragraph 20** is admitted to be true. However I can find nothing in the stated Regulations regarding the behaviour of Unconscionable Conduct. It is the law in Australia that the ACL be complied with, and in this case, the "Agent" in trade or commerce, is required to comply with section 21 of the ACL, and also the Common Law requirements for Unconscionable Conduct.

5.19 **Paragraph 21**. The Respondents double down on what has been alleged to be lies of an *"Administration Error"* and *"the owners were planning to give the solar rebates to the tenants"*. The Respondents AGAIN jump from the 12 month lease offered on 16 March 2023 to the introduction of the 6 month lease on 4 April 2023, being 19 days when the purported *"Administration Error"* (if it existed) could have been communicated to the tenants so as to enable the 12 months lease to be signed. Submitting a broad brush denial to the issues set out in the Appellant's Timeline, without a word of explanation is simply not good enough and submitted to be :

(a) a wilful, disgusting and idiotic denial of matters that cannot be denied when provided with the evidence; and

(b) by avoiding the issues and the failures to explain, is in itself an indication of guilt, and if Uniform Civil Procedure Rules were applied, the issues would be deemed admitted; and

(c) further demonstrates a disgraceful display of contempt for the Tribunal and the Appellant and the tenants.

8. Paragraphs 12.2 and 15.5 of the Statement of Claim.

9. Transcript page 15 line 18.

5.19 **Paragraph 22**. More of the same… denial without explanation.

5.20 **Paragraph 23**. Apart from paragraph 23.3 of the Statement of Claim, the misleading allegations do not occur until Ms. Black for the Respondents decided to launch lies by surprise at the Tribunal Hearing on 29 August 2023, being a calculated attempt to mislead the Tribunal and cause a disadvantage to the Applicant/Tenants [10].

5.21 **Paragraph 24**. The Respondents double down yet again on their disgraceful behaviour, and make no attempt to explain why the purported *"Administrative Error"* was not communicated to the tenants until the Tribunal Hearing on 29 August 2023. Just because the onerous solar term (as per 5.3 above), was removed from the 6 month lease offer, does not excuse the Respondents from not communicating the purported *"Administrative Error"* to the tenants, until the hearing. It is obvious that the Respondents are avoiding answering issues within the Appellant's Timeline.

5.22 **Paragraph 25**. This has already been dealt with.

5.23 **Paragraph 26**. More of the same. Section 21 (ACL) provides that parties, must not, in trade or commerce, in connection with the supply or acquisition of goods or services, engage in conduct that is, in all the circumstances unconscionable. It is patently clear the Respondents have no idea of (and don't want to know about), the meaning of "unconscionable behaviour".

5.24 **Paragraph 27**. The tenants did not think that the Respondents would issue a Form 12 because pursuant to subsections 291(2)(a) and 291(2)(b)(ii) of the RTRA Act, the tenants had given notice of reserving their legal rights [11], and an intention to seek RTA / QCAT resolution[12]. The email *"Mon, 17 Apr 2023 at 10:26"*, from Eliza Black to Ashleigh Kataria/Rusk within Respondent's ANNEXURE G, confirms that the Respondents were aware of there being a dispute resolution with the RTA coming up. It is my understanding that section 291(2) prohibits issuing a Form 12 Notice to Leave in those circumstances.

5.24.1 **FURTHER** - the Respondents have not made any attempt to make a case for the Supplementary Appeal Ground 10 of the Appellant Submissions, to which the Adjudicator erred by not giving any consideration to that matter, when it was before her by way of paragraph 16.2 of the Statement of Claim[13].

5.25 **Paragraph 28**. I confirm that Eliza Black by email of 11 May 2023, confirmed that the company S.N.A. Group Pty Ltd, was her employer.

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10. Sub-sections 48(1)(e) and 48(2)(b) and/or 47(1) and 47(2)(b) of the QCAT Act.
11. Sub-paragraphs 15.1(iii), 15.1(iv) and 15.1(v) in the Statement of Claim.
12. As per 11.
13. Note on page 11 of my Appeal Submissions, regarding a typo at para 24(iv) Statement of Claim.

6. RELIEF

The Appellant does not seek the relief at sub-paragraphs (v), (vi), (vii), (viii), (ix) and (x) of paragraph 24 in the Statement of Claim (Document 5 on the Q1363-23 portal) because those matters are now redundant. The Declarations and Compensation remain to be claimed, and further submissions can be found in Document 34 on the Q1363-23 portal, being submissions relevant to the Appeal and the particulars of Compensation claimed, along with particulars of Aggravation.

SUMMARY

- The Respondents double down on lies about an administrative error, without explaining how or when the purported error came about.
- There is no explanation as to how the purported administrative error (if it existed) was not communicated to the tenants when it was discovered, until by surprise at the hearing some months later.
- Total avoidance of submitting direct responses to Timeline sub-paragraphs 5(e), 5(f), 5(g), 5(h), 5(i), 5(j), 5(k), 5(l), 5(m), 5(n), 5(g), 5(o) and 5(p), and associated paragraphs of the Appellants Appeal Submissions.
- No competent attempt to make a case for the opposing the Supplementary Appeal Ground 10 of the Appellant Appeal Submissions.
- No remorse and continued false denials of dishonesty, and wasting the time and resources of the Tribunal and myself.

The proceedings expose the belief of the Respondents, that they can impose with impunity, any onerous or unconscionable conditions they dream up in a lease renewal offer to vulnerable tenants, with a threat of Notice to Leave if not accepted. AND then come up with a fabricated excuse of administrative error by surprise at the hearing some months later, AND then refuse to respond to evidence that shows the error can only be fabricated, because if it actually existed any normal and honest person would have communicated it to the tenants at the time, in order for the tenants to sign the 12 month lease offer.

SIGNED :  Gordon Craven - Appellant

DATE : 20 November 2023

Filed in the Tribunal by email and Express Post.

Served on First Respondents: saurav.kataria@airservicesaustralia.com
AND eliza.black@coronis.com.au for the Respondents.

Served on Second Respondent: andrew.coronis@coronis.com.au
AND eliza.black@coronis.com.au for the Respondent.

RESPONDENTS SUBMISSIONS NUMBERED BY APPELLANT

Applicant	**Gordon James Craven**
Respondent	**Saurav Kataria and Ashleigh Kataria**
Agent	**Coronis**
QCAT	**APL305-23**

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1 The following information is details in application by Gordon James Craven for the appeal relating to the tenancy at 8 Musa Place, Aroona to further extend on what was lodged for the original QCAT hearing.

RESPONSE TO SOLAR

2 The lease in place with dates 21/6/22 – 19/6/23 had the solar term and condition with tenants receiving 100% of the sola rebate (ANNEXURE A).

3 The initial lease offer/renewal was emailed through the Coronis system to the applicant on 16/3/23 at 10.18am requesting to be returned within seven (7) days (ANNEXURE B); as outlined on the enclosed email confirmed Special Conditions 'Outside Dog' and 'Solar' also with three options being Review and Sign Lease, Request Change, Do Not Renew.

4 We confirm that when a new lease offer is made from an owner/lessor; they are able to offer new terms that vary from the lease agreement in place – changes made from the owners/lessors can include the rent per week being different; special terms being different and any other details they wish to alter. It is then the decision of the lease holders the lease agreement is offered to, to agree to the owners offer or not.

5 In this situation we confirm that a standard solar special term noted on the tenancy agreement offer from the owners/lessors was included; this administration error was in no way made to disadvantage the lease holders including the application – the claims being made by the applicant is strongly refuted.

6 Emailed received from the applicant on 20/3/23 at 8.19am questioning various items on the lease renewal offer from the owners sent from the Coronis system (ANNEXURE C). This was forwarded to the owners on 21/3/23 at 10.45am (ANNEXURE D).

7 Notified through agent portal system that lessors/respondents agreed to lease renewal offer instructions special terms including outside side, water tank and camping trailer – the solar special term was removed (no longer requesting for electricity to stay in the owners name) and issued to the tenants including the applicant on 4/4/23 at 5.10pm with email to the lease holders including the applicant on 4/4/23 at 5.09pm (ANNEXURE E).

8 Email from applicant requesting to be sent as PDF version to Coronis on 4/4/23 at 5.35pm (ANNEXURE F); lease offer from owners to tenants emailed confirming details and lease as PDF to all three lease holders (Gordon Craven, Janet Craven and Angela Craven) on 6/4/23 at 1.50pm (ANNEXURE G).

9 As outlined above the Solar term inserted through the Coronis system for lease offer in the initial lease; the Solar term is standard wording from the agent's system being used at the time. The owners amended offer to the lease holders including the applicant on 4/4/23 had the solar term removed

which did not require them to change their original arrangement with having the electricity account moved out of the account holders name to no longer receive the Government Rebate they were receiving.

10 The lease holders including the applicant's claim that the solar term was hidden is false; the were aware of the solar term noted on the email wording and the lease issued on 16/3/23 (ANNEXURE B); and then when the amended lease offer from the owners/lessor's issued to the lease holders on 4/4/23 the special terms outlined in the email and the lease had the solar term removed (ANNEXURE F); the applicants claim's of hiding this is false and evidence supplied within this response confirming.

11 The applicants claim that the owners/lessor or agent provided false and misleading information in a way to alter the above process that occurred is strongly refuted. At no time was an email sent to the lease holders directly from the agent demanding that this solar term was to be enforced; including the that the electricity arrangement be changed; and the administration error was corrected with the term removed from the lease renewal offer to the tenants as per the owners/lessors instructions within nineteen (19) days of the original offer from the lessor/owner on 16/3/23; the nineteen (19) day turnaround from the owners/lessors response to the lease holder including the applicants enquiry on the lease offered to them on 16/3/23.

12 Please note that the lease in place had expiration date of 19/6/2023; the amended lease offer on 4/4/23 was 76 days before the current lease was to expire.

RESPONSE TO 426(4) Disputes about lessors' notices

13 The applicant proceeded with their right to dispute the Form 12 Notice to Leave issued by the agent as per the owner's instructions on 21/4/23 at 3.43pm (ANNEXURE G) with grounds of End of Fixed Term agreement (ANNEXURE H).

14 The applicants claim that the Form 12 Notice to Leave was issued with tenancy being terminated due to the lessor's action is refuted; as the lease offer issued on 4/4/23 in the email text (ANNEXURE E) states to be signed within seven (7) days being 11/4/23; but the lease holders including the applicant weren't issued with Form 12 Notice to Leave until 24/4/23 being 20 days after the lease issued on 4/4/23.

15 The lease holders including the applicant were sent email through the agent's automated portal sent out automated email reminder's to the applicant of the lease offer on 11/4/23 at 9.35am with three options being Review and Sign Lease, Request Change, Do Not Renew (ANNEXURE I), 15/4/23 at 9.44am with three options being Review and Sign Lease, Request Change, Do Not Renew (ANNEXURE J), 20/4/23 at 9.36am with three options being Review and Sign Lease, Request Change, Do Not Renew (ANNEXURE K) and 24/4/23 at 9.36am with three options being Review and Sign Lease, Request Change, Do Not Renew (ANNEXURE L).

16 As noted in the applicants claim they wanted 12 month lease; however the owners had offered the 6 month lease and the lease holders including the applicant did not sign to accept the owners offer; therefore the Form 12 Notice to Leave was issued with grounds 'End of Fixed Term Agreement'. This action is standard within the industry; and as the applicant was advised by the QCAT adjudicator other agents issue the Form 12 Notice to Leave with the lease renewal agreement at the same time.

17 The applicant is unable to provide section of legislation **(**Residential Tenancies and Rooming Accommodation Act 2008**,** Residential Tenancies and Rooming Accommodation Regulation 2009); that

states the lessor's/owner's are required to provide as reason and these requests from the tenants were notified to the owner (ANNEXURE G).

RESPONSE TO 246A Retaliatory action taken against tenant

18 As per the owner's original statement supplied for QCAT hearing (ANNEXURE M); after the owner's were trying to fall pregnant through IVF they had discovered they were pregnant in April therefore the change and offer of a 6 month lease to the tenants was due to their change of situation; and intending on moving into the property at end of the renewal term being in December 2023.

19 As the appointed agent for the lessor under Property Occupations Act 2014 – Property Occupations Form 6; Appointment and Reappointment of a property agent, residential letting agent or property auctioneer. The agent is required to follow the owner's instructions as per term:

20 11.22 The Agent must act in accordance with the Clients instructions unless such instructions are contrary to the Conduct Standards prescribed in the Regulations to the Act.

RESPONSE TO 216 False or misleading information – Queensland Civil and Administrative Tribunal Act 2009

21 The applicants claims that the information provided being misleading is strongly refuted; as outlined above the lease holders response including the applicant when the lease offer from the owners was issued on 16/3/23, the Solar clause was remove in it's entirety when the owners/lessors offered the amended lease. The solar clause in the initial lease was a special term noted on the electric lease agreement through the agent's program/system being an administration error which was then removed. This oversight was on the owners/lessor and agent; then corrected as outlined above.

22 The applicants claim based on breach of this term is strongly refuted based on the evidence and details supplied in this submission and response. An administration error as outlined above.

23 **Property Agents and Motor Dealers (Real Estate Practice Code of Conduct) Regulation 2001;**

14 Fraudulent or misleading conduct A real estate agent must not engage in conduct that is fraudulent or misleading in the conduct of a real estate agency practice.6

In no time did the owner/lessor or agent make steps to mislead the lease holders including the applicant and the agent did not have actions relating to misleading conduct; an administration error made was corrected once the lease holders query around this was notified to the owners/lessors. The administration error was corrected and special term removed from the amended lease offer from the owners/lessor.

24 ***18.1 The Timeline as per sub-paragraphs 5(a) to 5(p) above, referring to the relevant parts of the SoC, sets out an easy to follow list of events exposing the "Administrative Error" and the "The owners were planning to give the solar rebates to the tenants" Claims, to be fabrications. It is logical and common sense, that if the Claims had been true, they would have been brought to the attention of the tenants prior to the 29 August hearing, by way of the opportunities as per the Timeline, and the Response.***

The above claim by the applicant is untrue; as outlined above and on ANNEXURE E; the lease holders including the applicant was notified that the solar clause was removed from the lease offer on 4/4/23;

the solar special term was not being enforced. The agent confirmed at the QCAT Hearing on 29/8/23 when questioned on this that it was an administration error with it being included initially.

25 The applicant had advised that they did not want to a six (6) month lease; they wanted a twelve (12) month lease. As per the owners statement enclosed and with original submission; due to their change of circumstances they amended the lease term to six (6) months.

26 **Response to 19.2 By reason of 19.1, the Adjudicator seemingly had an erroneous belief that :**
(a) behaviour that is "normal practice", "common practice", and "business as usual", within the property rental industry, is excused from the provisions set out at 19 above; or
(b) that the RTRA Act overrode the provisions set out at 19 above

This claim by the applicant is untrue; the Form 12 Notice to Leave was issued to the tenants within the guidelines of the legislation; in particular as follows –

Residential Tenancies and Rooming Accommodation Act 2008, Subdivision 2Notices to leave premises given by lessor:

291Notice to leave for end of fixed term agreement

27 As per the email from the agent's portal system the lease holders including the applicant were aware that the Form 12 Notice to Leave would issued for failure to sign the lease agreement offered by the owners/lessors. As outlined above they were given seven (7) days from the day of issue on 4/4/23; however the Form 12 Notice to Leave was issued on 24/4/2023 (ANNEXURE H); this was twenty (20) days after the amended lease was issued and as per the owners/lessor instructions (ANNEXURE G).

The Form 12 Notice to Leave being issued in line to terminate tenancy is based on standard practice in altering ways by an agent/agencies procedures; which can be confirmed through articles and information on the REIQ website.

28 **Response to applicants Affidavit of service dated 3.10.23 by Gordon Crave, the applicant**

As per the submission from the applicant; the details of Coronis supplied on 11.5.23 as request by the applicant:

ABN: 86 113 271 766

Enclosed and marked ANNEXURE N; free search of the business showing SNA Group

ACN: 113 271 766

Enclosed and marked ANNEXURE N; free search to confirm SNA Group

13 November 2023

Gordon Craven
46 Oval Avenue
Caloundra QLD 4551
E: gordon@getmail.com.au
M: 0478 598 861

Ms. Eliza Black
Coronis
9 Nicklin Way
Minyama QLD 4575

Dear Ms. Black,

RE: **QCAT Application: APL305-23**

Applicant:	**Gordon James Craven**
First Respondents:	**Saurav Kataria** **Ashleigh Kataria**
Second Respondent	**S.N.A. Group Pty Ltd ACN: 113 271 766**

Regarding the above Appeal matter, on 6 November 2023 by email, I was served with an unsealed, undated, and unsigned Response Submissions in the APL305-23 Appeal matter, that omit the Second Respondent to be a party. The Submissions were accompanied with a seperate list of untitled annexures.

The email originates from eliza.black@coronis.com.au and signed by Eliza Black at the address of Coronis 9 Nicklin Way, Minyama QLD 4575.

The Submissions do not contain any detail of authority to represent the First Respondents or the Second Respondent.

The Transcript of the hearing on 29 August 2023, at which you appeared for the First & Second Respondents in the matter being appealed (Q1363 of 2023), shows that you stated :

"I'm the property manager for the – on behalf of the owners for "Coronis",

As I am currently replying to the Submissions, please would you answer the following :

1. Are you currently employed by Coronis Sunshine Coast Pty Ltd ACN: 659 246 303 ?

2. Are you currently employed by S.N.A. Group Pty Ltd ACN: 113 271 766 ?

3. Please would you provide details of any previous employment with the above entities, if your employment with that entity has ceased.

4. As you represented the First and Second Respondents at the Q1363 of 2023 hearing on 29 August 2023, please would you provide details of your authority to do so.

5. As you appear to be representing S.N.A. Group Pty Ltd the Second Respondent in the above Appeal Proceedings, please would you provide details of your authority to do so.

6. As you appear to be representing Saurav Kataria and Ashleigh Kataria the First Respondents in the above Appeal Proceedings, please would you provide details of your authority to do so.

You prompt attention to this matter would be appreciated.

Yours faithfully 

Gordon Craven - Appellant

CC. Debi Marr Agency Director : debi.marr@coronis.com.au

TK

Tracey Kelly <tracey@coronis.com.au>

13 November 2023 at 1:04 pm

QCAT Appeal: APL305-23

To: Gordon <gordon@getmail.com.au>, Cc: Debi Marr <Debi.Marr@coronis.com.au>

Details

Good Afternoon Gordon,

This matter will be dealt with in due course by QCAT and we will not be providing or participating in any further communication directly with you.

Thank you and Regards
Tracey

Tracey Kelly
Property Management State Director
HQ | 07 3105 5777 | 0439 073 637

532 Lutwyche Road | Lutwyche | QLD | 4030
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