

NUTSHELL

Mazi v Community Housing (Qld) Pty Ltd [2023] QCATA 72 and Section 426 of the RTRA Act

- [54] Section 426 requires the applicant to establish that the lessor was not entitled to give the notice on the ground stated: the onus is not upon the respondent to establish the ground: this would be a matter for any subsequent termination application brought by the lessor.
- [55] Further, if the tribunal decides the lessor was not entitled to give the notice the subject of the application, **it may**, but does not have to make a compensation order in an amount it considers appropriate as compensation for loss or expense incurred by the tenant for having to leave the premises. It is a matter for the applicant to establish its loss and that it was caused by the lessor's action in wrongfully giving notices.

SUMMARISED

- [56] Therefore, Ms Mazi's prospects of obtaining substantive relief depend upon her satisfying the Tribunal:
- (a) that the lessor was not entitled to give the notices it did; and
 - (b) that she should be compensated for loss and expense she incurred for having to leave the premises as a consequence of the lessor's action.

THE APPLICANTS SUBMIT

1. By reasons in the Statement of Claim (SoC) and Submissions 34 (par. 2) on the QCase Portal, the Respondents were **not entitled** to give a Form 12 Notice on the ground stated (the Notice is exhibited at Exhibit J in the Evidence Schedule).
2. AS TO COMPENSATION THAT THE TRIBUNAL **MAY** ORDER, THE APPLICANTS REFER TO :
 - the Vulnerable Applicants having to leave the Premises by reason of the Respondents wrongful issue of the Form 12 Notice and thereby refusing to renew the security of a 12 Month Tenancy; and
 - the Unconscionable & Misleading Behaviour by the Respondents as pleaded in the SoC; and
 - the Further Retaliation (pars. 4 to 4.3) and Aggravating Circumstances (par. 8) of the Respondents in Submissions 34; and
 - the Relief claimed by the Vulnerable Applicants in the SoC and distilled into Submissions 34.
3. The Applicants have now departed the Premises and moved into premises with the security of a 12 Month Tenancy and option to renew, and now claim the cost of a **horrendous experience** in having to do so, from the Respondents.