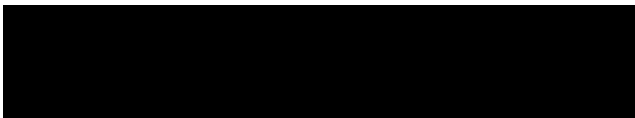



**CONSUMER, TRADER & TENANCY TRIBUNAL
NOTICE OF ORDER**




File No: RT 13/02120
(Quote in all enquiries)



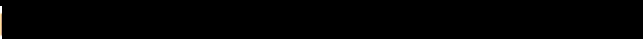

eNumber: 22824663

Application to the Tribunal concerning 

Applicant: 

Respondent: 

On 18-Apr-2013 the following orders were made:

1. The Tribunal has no jurisdiction to determine the application for termination and possession because:
tenant was given less then 14 days notice of termination:(s 87(2)).
2. The landlord, 
 is to to pay the tenant, 
, the sum of \$807.12 on or before 03-May-2013.

Reasons :

\$304.00
locks \$110.25
chemicals \$120.00
conditioning parts \$72.00
water service repair \$134.20
control bombs \$66.67

3. The application for non-economic loss is withdrawn.
4. Other orders: The Tribunal disallows the landlord's claim for rent arrears and finds that payments made by the tenant were payments of rent to the effect that rent has been paid by the tenant to 13 June 2013.
4. The tenants claim for compensation for removal of rubbish, claims for tenants time and gravel to driveway are disallowed as the Tribunal is not satisfied these claims are the responsibility of the landlord.

Section 49(1) of the Consumer, Trader & Tenancy Tribunal Act 2001 provides the following:
Any party may, within 14 days of receiving notice of the decision, request the Tribunal to provide a statement of reasons for its decision. The request should be, in writing, addressed to the Registrar of the Tribunal.

Ground Floor, 2-6 Station Street, PENRITH NSW 2750
PO Box 988, PENRITH NSW 2751
penrith@cttl.nsw.gov.au
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CONSUMER, TRADER & TENANCY TRIBUNAL NOTICE OF ORDER

5. The tenants claim for excessive rent having regard to reduction or withdrawal of goods, services or facilities is disallowed as no evidence was submitted by the tenants. The Tribunal notes that it has no jurisdiction to find that the agreed rent under the residential tenancy agreement is excessive.

6. By consent, leave is granted for [REDACTED] to appear and represent the landlord at the hearing.

7. By consent, the Residential Tenancy is terminated and vacant possession is to be given to the landlord on 10 May 2013. Upon vacating the premises the landlord shall forthwith pay to the tenants a sum equal to the balance of rent paid in advance to 13 June 2013 at the rate of \$43.42 per day from the date possession is given by the tenants to the number of days to 13 June 2013.

REASONS

i) The Tribunal is satisfied after giving consideration to the evidence of both parties that the landlord required the tenant to enter into an Option agreement as a precondition to entering into the residential tenancy agreement such as it formed one agreement.

ii) The Tribunal finds pursuant to Sec 21 Residential Tenancies Act 2010 ("Act") that this requirement is inconsistent with the provisions of the Act.

iii) The Tribunal also finds it has no jurisdiction to make Orders with respect to the Option agreement.

iv) Resulting from these conclusions the Tribunal finds that in accordance with Sec 23 of the Act all regular payments together with a lump sum payment of \$900.00 by the tenants to the landlord are rent payments resulting in the rent being paid in advance to 13 June 2013.

NOTE: If the other party does not comply with the order to pay money, a certified copy of the above money order may be obtained from the Tribunal for the purpose of enforcement action through the Local Court.

D Kirton
for the Registrar
24/04/13

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