NEW ENGLAND AND WESTERN TENANTS ADVICE AND ADVOCACY SERVICE INCORPORATED

ANNUAL REPORT

2016-2017

New England and Western

Incorporated

Tenant Advocate - Dubbo – Linda Grady
Tenant Advocate – Armidale / Dubbo – Christinia Pickett
Tenant Advocate – Tamworth – Danny Raddoll
Tenant Advocate Armidale – Robert Yen

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

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
Sute 3, 1st Floor
422-426 Peel Street
Tamworth NSW 2340

Dubbo Neighbourhood Centre
1/80 Gipps Street
PO Box 310
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 12.30pm and 1.30pm to 5.00pm
Monday to Friday

The Service provides face to face and telephone appointments

New England and Western Tenants Advice and Advocacy Service Inc.

Annual Report 2016-2017

Table of Contents

Purpose Statement 4
Objectives 5
NEWTAAS Management Committee Members 6

Reports
President's Report 8
Service Manager's Report 9

Statistics… 10
…and what they mean 12
Case Studies 13
Snapshot of the Service 24
Community Engagement 25
Recognition of our peers 26
Tenant Satisfaction Survey 27

Special Purpose Financial Report
Committee Report 2
Statement of profit or loss and other comprehensive income 4
Statement of financial position 6
Statement of changes in equity 7
Statement of cash flows 8
Notes to the financial statements 9
Statement by Members of the Committee 17
Independent auditor's report 18

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.

TENANTS
ADVICE
AND ADVOCACY
SERVICE

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

Marjorie Henzell – President (October 2011 to present)

Marjorie was a founding member of the NEWTAAS Management Committee in 2010. She took on the position of President at the 2011 Annual General Meeting.

Marjorie is based in Armidale and is a Senior Social Worker for Human Services in Armidale working with clients in the North West Region. Marjorie has a commitment to social justice and believes in a right to safe and secure housing.

Elizabeth Stahlut – Vice-President (September 2015 - current)

Elizabeth is a solicitor with Legal Minds, an Armidale legal firm.

Elizabeth worked as a volunteer with the North and North West Community Legal Service while undertaking her law degree, and has been concerned with how tenancy law impacts upon the most vulnerable people in society since that time.

Chris Foord – Secretary (July 2011 to present)

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

Chris has a long history in local government and community services. She recently held the position of District Manager with the Australian Bureau of Statistics for the 2011 Census of Population and Housing, managing the enumeration of the population on the Northern Slopes of New South Wales. Chris has had a lifetime involvement in working for people with disabilities, and is now a Disability Advocate with DA NSW.

Anne Wolfenden – Treasurer (September 2015 – current)

Anne has worked in the housing space for many years, and brings her long experience in the provision and management of tenancy and tenancy participation in the community sector and with social housing with her.

In addition, Anne's background in finance brings additional skills to the Committee.

Brian Humphreys – Member (September 2013 – current)

Brian has a long interest in social justice. After many years with Centrelink, he is now working with Centacare New England North West.

Brian joined the Management Committee at the 2013 Annual General Meeting.

Jim Foord – Treasurer (2011 – April 2012)
Member (March 2013 – current)

After an absence from the Committee, Jim rejoined in March 2013.

Jim brings his extensive expertise in human resources and industrial relations to the Committee, following many years working in the industry. He is committed to the development of the community section.

Jim currently works for TAFE NSW, in addition to managing a rural property.

Management Committee Members as at 30 June 2017

Marjorie Henzell	President
Elizabeth Stahlut	Vice-President
Chris Foord	Secretary
Anne Wolfenden	Treasurer
Jim Foord	Member
Brian Humphreys	Member

President's Report

It's once again time to write the Annual Report for NEWTAAS Inc. for the year 2016-17. This year, it's again been a small team of dedicated workers provide information and support to tenants across north-western NSW. Over this year, NEWTAAS has made a significant contribution to policy innovation by the NSW government. Our team has continued to provide services with funding limitations and continue to demonstrate by the statistics of service delivery that this funding deficit needs to be corrected.

The leadership demonstrated by our manager KerryAnn and her deputy, Tamara, ensure service delivery at the highest level. I want to express my appreciation to all our team, Linda, Robert, Danny and Christinia, and to our Finance Officer, Neil, who combine to operate a highly efficient service within the tight constraints of our budget.

This year the Committee of Management, those dedicated members of the community who oversee the operations of NEWTAAS INC., have provided ongoing support to KerryAnn and I. The role of the Committee of Management is by statutory requirement but more importantly, it assists service delivery by reflecting the community context in which services such as NEWTAAS operate.

It is an unfortunate fact that it appears increasingly difficult to recruit new members to the Committee, especially from the private sector. Over the past several years we have endeavoured to source new members to our small but resilient committee and see this as an ongoing challenge.

I have been a member of the NEWTAAS Committee of Management since its incorporation and the President since December 2010. I have advised my colleagues that I have decided to step down from my role as President at the AGM because I think it is appropriate to have a change of leadership.

As I look back on my period in this role, our service has gone through significant challenges. It is with some pride that I can advise the organisation runs smoothly and needs the usual constructive oversight that makes Committee of Management participation a pleasure rather than an onerous responsibility.

I want to acknowledge the members of our Committee of Management who have been instrumental in achieving these outcomes and the ongoing commitment of our Service Manager KerryAnn, who is the heart and soul of NEWTAAS INC.

It has been a personal privilege to play a small role in supporting such an important service in our region. I look forward to watching NEWTAAS' progress in its sixteenth year.

Marjorie Henzell
President

Service Manager's Report

It has once again been a very busy year for NEWTAAS! This year we have had minimal changes in staff, but significant casework and law reform challenges to deal with..

We were very sad to say goodbye to Morad Wasile in August 2016 and Christinia Pickett in July 2017. Christinia had been with us for several years before her relocation to Dubbo. We were sad to lose them! However, our staff have been enriched by having Danny Radoll in the Tamworth office and Robert Yen join us in Armidale.

We are a small but tight-knit team. We're dedicated and hard-working because we know just how serious the work that we do is. We often have a direct impact on a family's capacity to stay in their home, and that a very serious responsibility. We might be in different offices, with Linda and Tamara in Dubbo, Danny in Tamworth, and Robert, Neil and I in Armidale, but we make it work as a team for our clients.

This year saw NEWTAAS again win the Golden Warren and the Golden Rabbit at the Network meeting last November, for the third year in a row. It was terribly exciting; we hadn't thought that it would be possible! I invite you to read the story of how our Network Awards obtained their name on page 24.

As ever, I invite you to also read the case studies. These are the stories of the anxiety and distress, embarrassment and frustration that are so often felt by our clients. They tell of the walk that we do with them over this period of their lives, of our efforts to support them and make a positive difference in their lives. You can find the case studies starting on page 13. This year, I've also included one case study in the tenants' own words and in mine – it provides an interesting contrast in perspective.

I would also like to thank the Management Committee for their ongoing dedication to the Service. Marjorie's unfailing support and commitment, and the support of Chris, Jim, Brian, Judith, Anne and Elizabeth has been essential to enable the staff to continue their work. Marjorie has decided to step aside after nearly seven years, and I particularly want to thank her for her dedication and unfailing support over that time. I look forward to our next President!

On 1 October 2017, NEWTAAS will be fifteen years old! Our first eight years with the North and North West Community Legal Service Inc. allowed us to build and develop as a service, and 1 July 2010 saw the service handed over in its entirety to NEWTAAS Inc.

It's been an amazing fifteen years. Linda, Tamara and I were all founding staff at NEWTAAS, and it's astonishing to think that we are still here all those years later, even if Linda did wander away for a few years! I think of the 18.688 casefiles, of the 16,693 people who have given their trust to us in that time, and I'm thankful that we have been of service.

KerryAnn Pankhurst
Service Manager

Statistics…

Some variability in statistics arises from the introduction of the TAAP database on 1/10/2015. The Service Manager continues to work with the Tenants Union staff and other coordinators to improve the operational functionality and reporting abilities.

TU Database /new TAAP database	2013/14	%	2014/15	%	2015/16 July-Sept	Database change	2015/16 Oct-June	%	Annual	2016/17	%
Total number of clients	1,210		1,319	Up 9%	370		1140	Up 4%	1382	1558	Up 12%
1800 calls	2,135		2,371		754		1992		2746	2814	
Identify as having a disability	225	18.6%	256	19.6%	72	19.5%	210	18.5%	19.0%	275	20.1%
Identify as Aboriginal or Torres Straight Islander	263	21.7%	315	23.8%	77	20.8%	256	22.5%	21.7%	338	24.6%
Identify as under 25	121	10.00%	129	9.7%	26	7%	107	9.4%	8.2%	128	9.3%
Identify as 55-74 / 55-64	158	13.06%	150	11.3%	41	11.1%	84	7.3%	9.5%	156	11.3%
Identify as over 75 / 65 and over	22	1.82%	23	1.7%	13	3.5%	55	4.8	4.2%	80	5.8%
Single person household	277	22.89%	327	24.7%	94	25.4%	89	29.6%	27%	339	21.8%
Identify as sole parents	249	20.58%	265	20.0%	74	20%	66	22%	21%	289	18.5%
Couples with children	187	15.45%	243	18.4%	59	16%	69	23%		273	17.5%
Group household	67	5.54%	80	6.0%	15	4.05%	11	3.6%	3.8%	137	8.8%
Employed full-time	181	14.96%	219	16.6%	50	13.5%					
Employed part-time	99	8.2%	131	9.9%	29	7.8%					
Self-employed	11	0.91%	7	0.5%	6	1.6%	No capacity to record				
Employed							116	33.1%	27.2%	410	26.3%
In receipt of income support	640	52.9%	684	51.8%	196	52.9%	218	62.1%	57.3%	860	55.2%

Renting through an agent	496	40.99%	645	48.9%	140	37.8%	581	50.9%	48.2%	892	62.7%
Renting privately	174	14.38%	177	13.4%	46	12.4%	131	11.5%	12.0%	150	10.5%
Renting in social housing	306	25.29%	296	22.4%	102	27.5%	230	20.2%	24.8%	233	16.3%
Homeless	58	4.7%	57	4.3%	15	4.1%	No capacity to record				
At risk of homelessness	256	21.1%	283	21.4%	54	14.6%	No capacity to record			193	13.6%
Referred by NCAT	92	7.6%	132	10.2%	34	9.19%	121	11.8%	10.2%	167	10.7%
Referred by Community organisation	131	10.82%	165	12.7%	50	13.5%	197	19.2%	16.1%	202	12.9%
Received advocacy (in addition to any NCAT support)	243	20.0%	377	28.6%	122	32.97 %	280 Insufficient entry	24.5%		216	15.1%
Assisted to prepare for NCAT (not NCAT representation)	158	13.06%	328	24.9%	87	23.5%	159 Insufficient entry	13.9%		200	14.1%
Represented/attended at NCAT hearing	93	7.69%	255	19.3%	74	20%	223	19.5%		252	17.7%
Comparative figures obtained by number of enquiries in that area from TU database / TAAP database											
Rental bond and compensation	417		496		138		294		432	480	30.8%
Repairs	456		365		121		298		419	497	42%
Rent and other charges	419		574		117		427		544	655	31.9%
Termination	642		787		191		483		674	739	47.4%
% Time – Information											8.8%
% Time – Advice											53.0%
% Time – Non-Tribunal Advocacy											15.2%
% Time – Tribunal Advocacy											14.2%

What is clear is that demand for our service is increasing, and the vulnerability of the tenants seeking our assistance is increasing. These are tenants who cannot stand against their landlords without assistance, and the restoration of the funding to 5.0 FTE is essential for us to maintain the level of much-needed assistance we've provided up to 30 June 2017.

…and what they mean

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
- 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, and where there are either multiple issues, or an interplay between law and policy, particularly for social housing tenants. An example of such a matter is a termination notice being issued for rent arrears, where the tenant is in receipt of a rent subsidy, and believes that the subsidy calculation is incorrect.

The level of assistance needed by the tenants contacting us is increasing. Our client intake policy requires us to be mindful of the tenant's capacity to act for themselves, and we don't act for them if they are able to do it for themselves. Vulnerable tenants and complex matters are usually the most time-consuming for us. Here's an example of the time it can take to do a single complex matter for a vulnerable client:

Summary	Hours
Sale of caravan after the tenant died	123.5
Bond and water usage refund after landlord failed to provide address/lodge bond	54.5
Termination and compensation application where tenant in custody	98.0
Abandonment and compensation application after tenant issued S98 termination notice, appeal and rehearing	152.5
No grounds termination and appeal for elderly Aboriginal woman	94.5

An advice for a tenant who is literate and has good reading comprehension,, has access to the internet, and is confident and competent to articulate their story may only take an hour to be able to effectively represent their own interests.

It's a very different story for a tenant who is functionally illiterate and faces other disadvantages. 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, you cannot know what the law says you need to do and how to resolve your problem. Without that skill, it is often easier to give up, to put up with mould, or the leaking roof or the stove or heater that doesn't work. Tenants who can't represent their interests are more likely to want to leave their tenancy for a legitimate reason, but be unable to fight against a claim against their bond by their landlord, who is often represented by an experienced real estate agent who knows the system, and knows how to make it "work" and financially benefit their client, the landlord.

It's worthwhile noting that 82.5% of the 69,456 applications to the NSW Civil and Administrative Tribunal in 2015-2016 were made in the Consumer and Commercial Division where tenancy matters are heard, and 70.1% of those applications were made online. In 2015, 77% of applications for tenancies in the private market were made by landlords, and 95% for social housing tenancies.

Casework Case Studies

These case studies are only a few of the nearly 1,400 matters were have dealt with over the past twelve months. When a tenant contacts us for help, they bring to us the intimate stories of their private lives and their often distressing personal circumstances. Our clients can often feel embarrassed, angry, frustrated and humiliated. We treat them with respect, listen to their story, give them strategic advice, and represent them when they cannot best represent themselves.

We hope that in addition to an increased knowledge and understanding of tenancy law, that they leave us with a sense of self-respect and dignity.

Linda's favourite case:

We first saw this tenant as a client at duty advocacy, where we attend Tribunal to assist tenants who need advice or representation, but who haven't previously contacted us. His name appeared again in the hearing lists and we were not we were not successful in contacting him. We were at the hearing, where the landlord's agent was making their case for the Tribunal to award more than $20,000.00, and it emerged that the tenant had been taken into custody. At that point, we told the Tribunal we had previously assisted the tenant, and if the Tribunal wanted to adjourn the matter, we would attempt to make contact with the tenant through the correctional centres.

The Tribunal adjourned the matter and we were able to get in contact with the tenant. Communication was difficult as he was being moved around different facilities across the state. This meant that we were working with social workers and custodial officers as the matter progressed. The another significant difficulty was obtaining evidence to support the tenant's case. We were eventually able to obtain supporting evidence through the tenant's solicitor. Our argument was that the tenant was not viccariously liable for the damage as the premises had become a crime scene and the police did not secure the premises when they left after conducting a search. We had to prove that the property had been broken into by unknown persons and the tenant's evidence confirmed that.

The landlord's agent didn't comply with the procedural directions given by the Tribunal and did not provide evidence to support the application, despite multiple adjournments. After a long and difficult process, the tenant was ultimately ordered to pay $400.00 in compensation to the landlord. The Tribunal told the landlord's agent that it was expected that landlords have insurance to cover claims where there was no clear liability by the tenant.

Linda's most difficult case:

The tenant contacted us from a remote town. The tenancy had ended and the tenant wanted to claim her bond. However, the tenancy had been arranged through Facebook messenger and the tenant did not have contact details for the landlord other than Facebook messager and text messages.

We provided initial advice to the tenant as she presented well that she was understanding the advice that we were given. It soon became apparent, however, that the tenant was not competent to run the matter for herself. The tenant had lodged an application that needed amending, and she had not followed our advice about notifying the landlord and taking screenshots to prove that she had notified them.

There is an interesting provision in the Tribunal's rules, Rule 15, that allows for service of such things as Tribunal documents to be made other than by the normal way, that is, by mail. We had to prove to the satisfaction of the Tribunal that the landlord was notified of the application and the upcoming hearing. This meant that we had to do searches on the internet to attempt to

find an address (thankfully, the landlord had a distinctive name) and title searches on land to try and identify names of owners and then business searches of the regulatory databases.

We then helped the tenant send through copies of all of the documents by Facebook messenger, and as photographs sent by SMS, and then apply to the Tribunal under Rule 15 to deem service.

We had to apply for a phone hearing due to the remoteness of the location, where the tenant appeared in person. At that first hearing, the landlord had contacted the Tribunal and requested an adjournment. Procedural directions were made for the exchange of evidence, but the landlord did not comply with those directions.

The tenant provided worked with us to provide her evidence, and was again served by email and our text message on Facebook messenger, as the landlord had failed to provide their address at the Tribunal hearing, despite the Tribunal requiring it.

The tenant's application was successful and the Tribunal ordered the landlord to pay the non-lodged bond to the tenant, along with a refund of all of the water paid during the tenancy as no water bills were provided to the tenant during the tenancy.

We have recently heard from the tenant that the landlord has not paid the compensation ordered by the Tribunal and she is about to make an application to the Local Court for a judgement debt against the landlord.

Danny's favourite case:
The tenant was a single dad, whose wife had passed away recently. He wasn't coping, and had gone off the rails a bit, but was managing to hold it together in front of his teenage son. When buying marijuana, he'd come to the attention of police. When they searched the property, they found marijuana and a small number of bullets, live ammunition. His landlord issued a termination notice for the illegal use of the premises.

The tenant was really distressed and ashamed as he now had to tell his teenage son what he'd done. The landlord was unwilling to negotiate at the beginning, but we were able to help the tenant with his evidence and to provide a full account of what had happened.

Procedural directions were made by the Tribunal for the exchange of evidence, and we sent the tenant's evidence of to the landlord. At that point, the landlord had a change of heart and was willing to enter into an agreement that the tenant would not break his tenancy agreement any more.

The tenant, of course, still had to face criminal charges, but his home where his wife had died, and his son had grown up was safe. This is the case that sticks out for me the most, as it was both my first complex case and most satisfying to make such a difference in someone's life.

Danny's most difficult case:
In this matter, it was really difficult to get the relevant information from the tenant, and the tenant was specifically referred to us by the Tribunal, as he needed representation. The tenancy was with a private landlord, where the tenant had a rental agreement with an option to buy the premises at the end of the fixed term. The tenant believed that repairs were needed before he even moved in.

Twelve months into the tenancy, the tenant had had enough and wanted the work done by the landlord. The landlord denied any knowledge of the need for repair, or that the tenant had ever reported the repairs. It turned out that the tenant had made that the report to the landlord's close friend who had never passed it on, and nothing had ever been put into writing because this was all a "friendly arrangement".

In all of this, the landlord issued a number of termination notices, for the end of the fixed term, despite there being nothing in writing, and a no grounds 90 day termination notice. We worked with the tenant on his evidence, to help him understand how important it was to document such things as repairs, rent increases, requests for rent reduction and tenancy agreements overall.

The matter was complicated by the fact that the tenant believed he had the evidence. When pressed was not able to produce it. He would produce something that he thought proved that he had contacted the landlord and met the requirements of the legislation, but when examined did not meet the test. For example, a telephone account only proves that a call has been made to a specific number on a specific date and time. It does not prove the content of the call, a common misconception.

At that point the tenant decided that he would leave the tenancy, but wanted the Tribunal hearing to go ahead to ensure that he could put his story forward to the tribunal. The legislation does not allow the Tribunal any discretion in the area of 90 day notices, and the tenancy was inevitably terminated. However, the tenant had what he considered his "day in court."

Robert's favourite case:
This case was an application by the tenant for her bond to be refunded. I met the tenant through Duty Advocacy at the first hearing. The landlord's agent refused to negotiate with the tenant, and communication had completely broken down.

The tenant believed that she had left the premises in the same or better condition at the end of the tenancy, and that her entire bond should be refunded. The agent disagreed. There were a few things that needed fixing and the agent had photographs as evidence. The agent also claimed that the lawns and gardens had not been properly maintained.

The landlord's claim was for $400.00 of the bond. The Tribunal made procedural directions for the exchange of evidence, and the matter went to a formal hearing when neither the landlord or the tenant would give way.

At the formal hearing, we closely examined the landlord's evidence. I was able to point out to the Tribunal that there were no dates and no statements accompanying the photographs so it was difficult to say whether the photographs were taken during or after the tenancy. In some of the photographs, it was not even possible to identify the premises. We asked the Tribunal not to admit those photographs as evidence, and the Tribunal agreed.

In addition, the agent had not given the tenant an opportunity would to attend the outgoing inspection to rectify any small issues, a breeach of Section 26 of the *Residential Tenancies Act*. The agent could not prove the landlord's claim to the satisfaction of the Tribunal and the entirety of the bond was released to the tenant.

This was the first formal hearing that I had done, and it was very satisfying to get such a good outcome for the tenant.

Robert's most difficult case:
This case had an awful outcome for the family and was really disappointing to me personally. The tenant was not able to pay the rent and rent arrears, and her family lost their home.

The tenant had previously been taken to the Tribunal by the landlord for rent arrears and I had assisted the tenant to entered into a specific performance order to pay the arrears and to pay rent on time.

Several months later, the landlord made a fresh application to the tribunal for rent arrears and termination of the tenancy, and requested termination under section 89 (5), where a tenant has frequently failed to pay rent on time.

At that time the tenant was in arrears of nearly $3000. There was no way to save the tenancy. There was no income coming into the family – the tenant's husband, who had previously worked full-time, had lost his job. The tenant was a mum with 4 kids under 10. The tenant's husband had issues with his Centrelink application which meant that for a long period of time there was very little income coming in, and the family was entirely relying on charity.

The tenant had sold two of their cars to try and keep the family to trying keep the household afloat while the Centrelink issues were being sorted out. The tenant was no longer able to afford to comply with the payment plan while all of this was happening, and the landlord made their application to the Tribunal.

The tenant knew that the tenancy had to end, but needed time to move her family from the home. The landlord agreed to give the tenant a further 3 weeks to leave their home. The surprising thing was that during the hearing, and against her own interests, the tenant agreed to pay all of the arrears within two weeks, despite my concern that this would be unaffordable.

With such a terrible record, the tenant was not able to find another home and we then assisted her with supporting documentation for a priority social housing application.

Tamara's most difficult case:
The tenant had mental health issues and was unwell when she contacted us. She had ended her tenancy because he'd had issues with the neighbours and now the landlord was claiming compensation for damage to carpet cleaning and leaving goods at the premises. They also wanted a break of lease fee as the tenant was in a fixed term agreement.

However, the agent had actually told the tenant in person that she would not be charged the break of lease be given the severity of the issues with the neighbours. The tenant had grounds to dispute a lot of the compensation claim and she had the evidence to support her. However, the tenant wasn't strong enough due to her illness to press her case, and agreed to the compensation claim except for the break of lease fee.

As a separate issue the landlord was requiring the tenant to pay for water, which can only occur if there are no leaks and water saving devices are installed at the start of the tenancy. On behalf of the tenant, we queried this. It took some time as a new tenancy had started and they needed access for a plumber to attend to certify whether the premises were compliant with the legislation. When the plumber attended, they found it wasn't water efficient and the agent refunded the entirety of the water charges to the tenant.

This case was bittersweet, because the tenant had accepted liability for something she wasn't liable for but we were able to help her get back the money she had paid for water charges. The

tenant was very happy with the result as she was now in a new tenancy away from the neighbours, she didn't have to deal with the agent as she was going through the process and the water money was refunded.

Tamara's favourite case:
The tenant had previously lived on a semirural property with her children, husband and a number of pets. The tenant had moved due to domestic violence and started a tenancy in a large town. The tenant had been referred to us by a counsellor due to the DV trauma and agoraphobia.

The tenant had taken in a kitten for a short period of time, without having written agreement on the residential tenancy agreement to keeping a pet, a breach of the residential tenancy agreement. The kitten was seen, and the agent asked the tenant to clean all of the carpets (only the bedrooms were carpeted) and have the premises pest treated.

There is no legal requirement for this to occur, as is the Act requires that where permission for a pet has been given at the end of the tenancy, the tenant must have the carpets cleaned. There is no other requirement during the tenancy. Had there been a pest infestation, then the tenant would be liable of compensation for pest treatment.

We often see these additional clauses written into residential tenancy agreements that are contracting out of the Act, which is in itself a breach of the Residential Tenancies Act.

In this case, the property had been advertised as “outside pets permitted" and the tenant had requested consent to keep an outside dog, but this had been declined despite the advertisement. Having a pet was really important to the tenant as a companion, and for assistance in helping her manage the agoraphobia so she could comfortably be outside.

We advocated on the tenant's behalf and and after much correspondence with an incorrectly outraged agent, consent was given and the demand to do these two things not required under the act was withdrawn.

This case was so satisfying because this was a huge win for the tenant. It wasn't about money but about her capacity to live in her home comfortably and regain her health.

KerryAnn's favourite case:
This matter involved an 81-year-old tenant who was living in two adjoining units in a residential complex. She was referred to us by a friend at the complex who had previously been assisted by us. The tenant had been living there for several years and had two residential tenancy agreements for the premises. The complex had been sold and the new management company had plans for further development at the complex. As the end of the fixed term drew near, as was usual the tenant signed a new residential tenancy agreement. She did not notice that she was only signing one. A termination notice for the end of fixed term was issued on the tenant for the second unit. The tenant contacted us in great distress after she had tried to negotiate with the manager at the complex to sign into a further residential tenancy agreement for the second unit.

The manager's behaviour was outrageous, and the tenant was publicly humiliated in front of other tenants at the complex on multiple occasions. The tenant was so distressed that she wanted to leave the complex and find another home. After extensive negotiation with her landlord, we were able to arrange for her to be released from the new residential tenancy

agreement without penalty and for her to leave the units. The tenant found a two-bedroom unit in town and was able to arrange the ongoing delivery of services to help her live independently.

In addition, the company terminated the employment of the complex manager for unsatisfactory work performance.

Older tenants can be extremely vulnerable and I was so happy to be able to assist her. I was particularly gratified with the final response of the company. They showed a commitment to improving the services they were providing, something that is often lacking in this industry.

Rogue real estate agent:
The tenant came to us for help with repairs, a rent reduction and a refund of part of her power costs, as she had discovered that the landlord had as not repaired the inverter on the solar system.

Procedural directions were made for the exchange of evidence by the Tribunal. During that time the tenant fell into rent arrears and her landlord issued a termination notice on her.

On the day of expiry of the termination notice, the agent attended with Police to lock the tenant out. The agent told the tenant that she should not be going to the Tribunal as the termination notice was a legally binding document and they had to move now, a complete fabrication. The tenant contacted us in a panic and we explained to the rather young Police Officer how residential tenancies terminated and how an eviction could only be enforced with Tribunal orders for possession and warrant for possession.

The landlord issued yet another termination notice that day, and then another, making sure that every category of termination possible could be covered. The landlord's agent applied to the Tribunal for termination orders and and we applied to have both the landlord's termination application and the tenant’s compensation application listed and heard together.

During the conciliation before the hearing the tenant agreed that the tenancy had become untenable and vacate date six weeks later was settled upon. No agreement could be reached in the compensation matter, so the Tribunal heard the matter and found in the tenant's favour ordering the landlord to pay compensation to the tenant.

The landlord didn't pay the compensation as ordered by the Tribunal, and the managing agent refused to provide the landlord's address to allow for service of Local Court documents. The tenant left the property and was having problems finding another home. She then discovered that the agent had listed her with TICA as a "bad tenant."

We helped the tenant make yet another application to the Tribunal where TICA was ordered to remove the tenant's name from the database immediately. The Tribunal specifically noted that the agent was in breach of the legislation by listing the tenant.

Caravan parks, now known as land lease communities:
This tenant had been part of a group of tenants previously assisted by NEWTAAS to have repairs made at the caravan park he was living in. Not all of the repairs had been made, so the tenant contacted us and we helped him lodge an application to renew proceedings.

We had to apply for an extension of time as the tenant had not contacted us within the timeframe, due to the park owner continuously promising that the work would be done and the repairs would be completed.

At the hearing, a conciliated agreement was reached to complete the repairs within a specific time frame, and to further investigated an ongoing issue. A new program manager did the investigation and discovered that all of the pipes within the caravan park had collapsed, resulting in the excavation and replacement of most of the pipes within the park.

As a part of the investigation and community consultation that occurred, the small community had really engaged in the park's management and operation, and and has now localised management, resulting in a significant increase in the care of the elderly tenants renting their homes at the park.

Our work assisted the local authority to obtain a grant of $2.5 million for the upgrade of the park. The local residents gained significant confidence and skills during the three years that we have been assisting them and are now comfortable, competent and confident in managing the affairs of the park, with the support of their community.

Communication is everything:
This tenant contacted for assistance with an ongoing infestation of bedbugs at her home. The tenant was a deaf public housing tenant and FACS Housing were not complying with their policies around communication for this tenant with special needs. The tenant had become so distressed over the long period of time that this had been occurring that she was no longer able to talk with FACS Housing without becoming overwhelmed, and she sought our assistance to advocate on her behalf.

The tenant lost over the course of eighteen months all of her soft furnishings and clothing, in addition to personal records and items that had become infested and damaged. The tenant had lost the care of her daughter due to the bedbug infestation, as her daughter's father would not allow their daughter to return to the premises during this time.

The tenant had some of the soft toys her daughter had had as a baby completely infested that also had to be destroyed. The tenant and her daughter had endured skin irritations and severe bites that became infected.

The tenant could lipread and we were communicating well with her so we organised for a meeting between the housing manager, the tenant, a support person and ourselves. We detailed the entire case for the housing manager, who was completely appalled at the situation.

The housing manager had read the tenants file prior to the meeting and a lot of the issues had never been recorded by housing staff. The tenant had provided a her diary to housing staff for them to copy the records of all of the interactions that the tenant had had with housing. Unfortunately, the staff member had lost the diary.

The meeting was long and extremely distressing for the tenant. During the meeting, we discussed relocation of the tenant as well as compensation for her lost belongings. It was agreed to meet again the following week to allow the housing manager to further investigate the matter and to check on available properties.

Over the course of several meetings and more than 90 hours of casework, an agreement was hammered out where the tenant was relocated into a more suitable home, much newer and with much better facilities, along with compensation after she was relocated.

It's not over until it's over:
Fair Trading had given advice to a tenant that turned out to be completely wrong. On the basis of their advice, she had made an application to the Tribunal to terminate her tenancy, where she met our tenant advocate at duty advocacy. In fact, the tenancy had actually already terminated when the tenant return vacant possession to her landlord.

There were a large number of outstanding issues arising from the tenancy. The landlord and the tenant were close relatives and there was a significant degree of animosity between them. The residential tenancy agreement was written up incorrectly and this had had ongoing consequences during the tenancy.

Over the 14 year tenancy, a number of rent increases had been invalidly issued and the tenant was intimidated and paid the increased rent. In part, the tenant felt that she was unable to cope with her landlord's aggression due to her deafness and her serious medical issues.

At this first hearing, the member noted the difficult and complex issues involved in this tenancy and advised that the tenant would be permitted to amend their application should an agreement not be reached. The landlord had brought with him a friend who was senior real estate agent within the town. The advocate was successfully able to negotiate with the landlord, on the advice of the agent, and the tenant was refunded $5,740.00 in compensation for overpaid rent.

At hearing, the Tribunal followed its standard procedure of checking that the parties each understood the agreement they had reached and then made it into Tribunal orders.

The landlord continued to feel aggrieved and then appealed the decision, and we helped the tenant over the next several months throughout the appeal. The landlord had sought legal advice, and lodged his appeal but was unrepresented throughout the appeal.

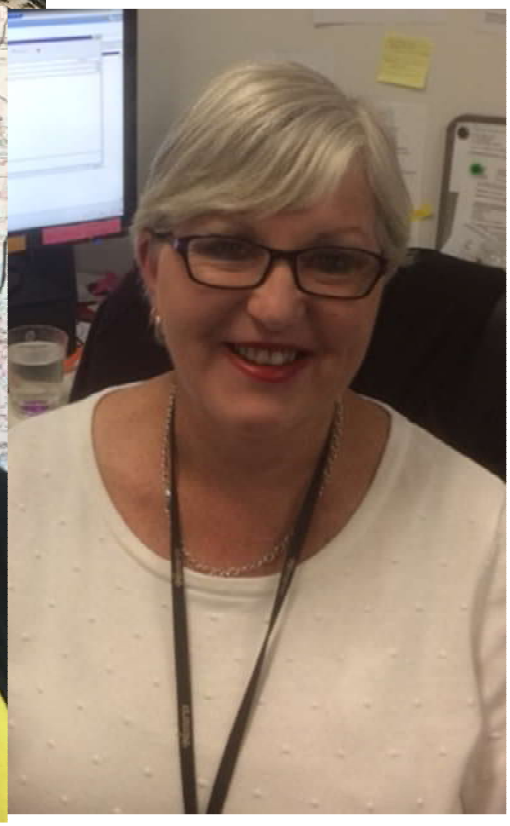
The appeal process within the Tribunal is complex and and made more so when a party does not have an understanding of the process. The landlord was angry and sought to keep relitigating the original hearing. The landlord's application was dismissed, but the tenant was forced to go through this process unnecessarily.

***Burns v Corbett; Gaynor v Burns [2017] NSWCA 3*:**
This NSW Court of Appeal decision, now under appeal to the High Court, has created huge difficulties for tenants and landlords, wherever the tenant or landlord is a natural person (not a company) who is residing in another state. It means that the Tribunal does not have jurisdiction to hear the matter, and any application must be made in the Local or Supreme Court, both costs jurisdictions that are expensive and complex.

We're now having to advise all tenants who can't identify their landlords, and there are many of them, of the implications of this, and we have had six Burns v Corbett cases, and finding more frequently.

We hope that the NSW government will resolve this by legislative amendment soon, because it impacts tenants not being able to get repairs, landlord applications for termination, TICA listing, compensation and rental bond applications.

West
Western



KerryAnn's most difficult case:
This was a matter that ran for two years, and came to a very satisfying conclusion for the tenants.

The ceiling in the garage of their rented home dropped. The agent arranged for structural supports to be inserted, which meant that the tenants could no longer use the garage. After some months of going back and forth, and without the ceiling being repaired, the tenants contacted us and Dyllon advised them that they could issue an S98 termination notice for the landlord's breach of the *Residential Tenancies Act* for the failure to do the necessary repairs. The tenants did so, and left the tenancy.

Some time later, the landlord applied for compensation of $2785.00 against the tenant, including cleaning costs and a break lease fee, alleging that the tenants had abandoned the tenancy.

At the Tribunal hearing, the Tribunal refused leave for Morad to represent the tenant. The Tribunal decided unilaterally in favour of the landlord, and appeared to disregard the representations the tenant made with assistance from Morad.

The tenants paid the compensation awarded by the Tribunal, but appealed the decision. The application to appeal argued against the Tribunal's decision not to allow the tenant's representation, that the Tribunal had misconstrued the operation of S98 and S106 of the Act, and that the Tribunal had made the decision to award compensation against the weight of the evidence.

After nine months and multiple hearings with complex submissions that Morad and I spent many hours working on, the Appeal Panel decided entirely in the tenant's favour that the Tribunal had made multiple errors of law, and the case was remitted back for hearing.

By this time Morad had left us, and I had taken over the case. At the initial hearing, the agent had instructions to refuse to negotiate, and extensive procedural directions were made for the exchange of evidence, restricting what new evidence could be introduced, and requiring written submissions in relation to the legal arguments.

In those submissions, we painstakingly examined the landlord's evidence, and argued against it. We argued that the landlord's misconstrued the operation of the Act that a tenant was required to legally serve a notice that repairs were needed. We argued that the tenant was entitled to serve and S98 termination notice on the landlord, and that the law was clear that if a landlord contested the termination notice given by a tenant under S98, they needed to apply to the Tribunal for an order that that termination notice was to have no effect. As the landlord had not done that, they should have no grounds to make an application on the basis that the tenant had abandoned the tenancy. We also contested the damage and cleaning charges that the landlord sought. The Tribunal reserved its decision.

Three months later, the decision arrived requiring the landlord to refund the tenants' bond and dismissing the majority of the landlord's application, with some minor charges for damage to a wall and a patch of carpet upheld.

I was very impressed over the two years of this matter, because the tenants stuck to their guns even though it was a really hard slog for them. It meant that they both missed many days of work having to attend hearings, they were out of pocket for 18 months while the landlord had their money, and the whole thing was a general anxiety for two years in the lives of this young couple.

After that first hearing, we were adamant that the Tribunal was wrong, and it was gratifying that these tenants trusted us this long walk with them. In particular, it was terrific to have a decision on S98, a tenant giving a landlord a termination notice due to breach of the agreement, particularly S98(4) where a landlord has to apply to the Tribunal to contest that notice. There are very few S98 decisions in the case law, and this decision will help other tenants.

Gmail

New England and Western Tenants Advice and Advocacy Service <newtaas@gmail.com>

Re: Review[redacted]

[redacted] 1 February 2017 at 20:17

To: New England and Western Tenants Advice and Advocacy Service <newtaas@gmail.com>

KerryAnn.

Back in may 2015 we approached our real estate agent that the roof was starting to collapse and work needed to be repaired at the property.
The real estate agent came and looked at the garage then advised his tradesman to prop the roof up. There was no correspondence regarding anything further regarding the roof once it was prop. We rang on several occasions to see if anything was going to be done as we lost access to using the garage. They advised us the construction company is trying to contact us to gain access to the property. We had two phone calls and they wanted access then and there. At the time we lived 45 minutes away and had no chance of letting them in. Plus they were not flexible with time and dates.
After nothing had been done by June 2015 we decided to look for a new property [redacted] We met a real estate agent named [redacted] we explained our current situation and she advised us of the tenancy advocate.
[redacted] rang and got the ball rolling with Dylan a team member at the time and he coached us through the the whole process, Dylan unfortunately left and moved to Canberra before we made it to the hearing date in late 2015. He still rang and advised us prior to attending the NCAT hearing on what is happen and who will be helping us.
We met morad at the hearing who went into bat and helped us with trying to mediate the entire situation to get it resolved on the day. Unfortunately the real estate agent didn't want to mediate and resolve the issue. We then went on and the member rejected everything and gave everything to the agent. We didn't think that was right and so did morad. Morad then lodged for an appeal and took the time to process and we one the appeal in April / may 2016 for our case to be reheard. KerryAnn came Into battle for us at the appeal. it was finally re heard then the advocate re looked over everything and made the correct decision in our favor. To be honest KerryAnn nailed the real estate agent for incompetence and not doing his job properly.
This decision has finally come to an end on the 27th of January 2017 when our orders were finally paid out from the real estate.

Due to the lengthy process of nearly 2 years of been in battle from start to finish we believe there should be more funding given to this wonderful team and vast area they cover in NSW. It's a reassuring process that helps tenants out there that have no knowledge and understanding of how the entire real estate system works and operates. We also believe you should be given more funding to employee more great staff to help achieve better outcomes for tenants. We also believe more knowledge of your wonderful team should be voiced out there so tenants know of your wonderful existence to resolves solutions. Let's face it the greedy real estate agent will not promote the advocates help as they just want to take the tenant to the cleaner. You need a voice and in order to gain that voice you need more funding to help achieve these goals and outcomes.

We have approved our case to be heard to future advocates and for tenants out there to fight for there rights. We cannot thank your organisation enough for the help and support they have given us.

Regards
[redacted]

A Snapshot of NEWTAAS

The New England and Western Tenants Advice and Advocacy Service Inc. is funded by Fair Trading NSW as part of the consumer protection program. The Program is funded from the interest on the Rental Bond Interest Account and the Property Services Statutory Interest Account. Program guidelines detail the criteria which services must meet.

The region served contains 13 of the 30 most disadvantaged areas in NSW, according to the SEIFA Index of Relative Socio-economic Advantage and Disadvantage from the 2011 Census data (SEIFA for 2016 Census will become available in 2018). It contains 27,000 renting households across 57% of NSW.

Service delivery challenges include covering a low population density over a large geographical area, with higher than average rates of low and no literacy, income support, poorer health outcomes, unemployment and disability.

NEWTAAS Inc. is an incorporated association with a volunteer Management Committee.

The Service has three offices in the larger towns in the region, and is funded for 4.5FTE staff.

The Service employs six staff, in a mix of part and full-time positions. The Service's Tenant Advocates, Assistant Service Manager and Service Manager provide tenants across the region with face-to-face, telephone, email, and written information and advice. Where tenants meet the Service's client intake criteria, the Service provides advocacy and representation in the NSW Civil and Administrative Tribunal.

Tenant Advocates, the Assistant Service Manager and the Service Manager conduct Community Education sessions across the region in schools, tertiary institutions and in partnership with community organisations across the region with the goal of educating current and future tenants about their rights and responsibilities under tenancy law.

NEWTAAS has been assisting tenants for nearly fifteen years, and during that time has helped more than 16,693 tenants with 18.688 matters.

TENANTS ADVICE AND ADVOCACY SERVICE

In trouble with renting?

We are providing free training to community services whose clients might be:

- ✖ Escaping domestic violence
- ✖ Listed on a "bad tenant" database or have a bad history
- ✖ Homeless and looking for a home to rent
- ✖ Young people moving out of home
- ✖ Families with children struggling to keep their homes
- ✖ Living in poor conditions that impact upon their health and relationships
- ✖ People with disabilities renting their homes in the community
- ✖ Facing eviction from their homes
- ✖ Older people needing support to stay in their homes

Many people don't realise that their rented home is a legal contract. Until it comes crashing down, many of our clients don't understand the significant costs involved when a tenancy ends badly.

In two hours, we can teach you:

- ✔ The basic operation of a tenancy contract
- ✔ The rights and responsibilities of your clients
- ✔ How to improve your client's chances at getting a tenancy
- ✔ What resources are available and how to use them

We are delivering this training all over our region. Participants are consistently telling us that the training is useful to them and helping them get better outcomes with their clients.

TENANTS ADVICE AND ADVOCACY SERVICE

We're a community service who provides tenants with information and advice, and we will advocate for the most disadvantaged tenants to help them resolve their tenancy issues with their landlords. We cover 57% of NSW, with offices in Armidale, Tamworth and Dubbo.

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

If your service is interested and can get a small training group together in your town, call us on 02 6772 4698 or email us at newtaas.admin@gmail.com with some proposed dates and we will arrange to come to you.

New England and Western Tenants Advice and Advocacy Service Inc.

Minto 3, 161 Rusden St, ARMIDALE • 1/80 Gipps St, DUBBO • 422-426 Peel St, TAMWORTH • www.tenants.org.au
Fax 02 6772 2999 • Phone 02 6772 4698 • newtaas@gmail.com

Recognition of our peers

In November 2016, we were again delighted to be recognised for our contribution to the Tenants' Union policy and law reform work, when NEWTAAS was awarded the Golden Warren for the third year in a row, and KerryAnn was awarded the Golden Dead Rabbit for the individual making the greatest contribution, following on from Katrina in 2015 and KerryAnn in 2014. Tamara also was runner up in the "It's Not My Job to Know the Law" category, following on from KerryAnn in 2015.

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.

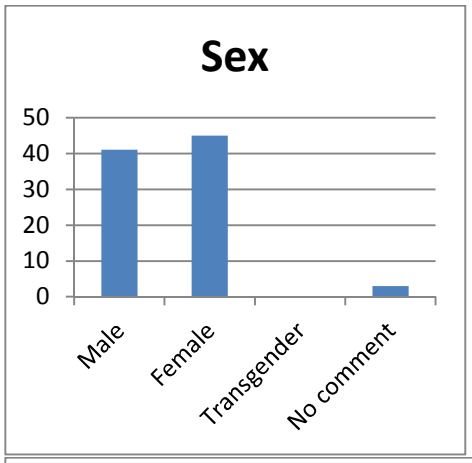
The case, however, remains relevant to tenancy law in New South Wales in other ways. The Marquis's granddaughter, Lady Catherine, married Henry de Vere Vane, the ninth Baron Barnard and great-great-great-great-great-grandson of Sir Henry Vane the Younger, whose third-cousin thrice-removed, Sir Henry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

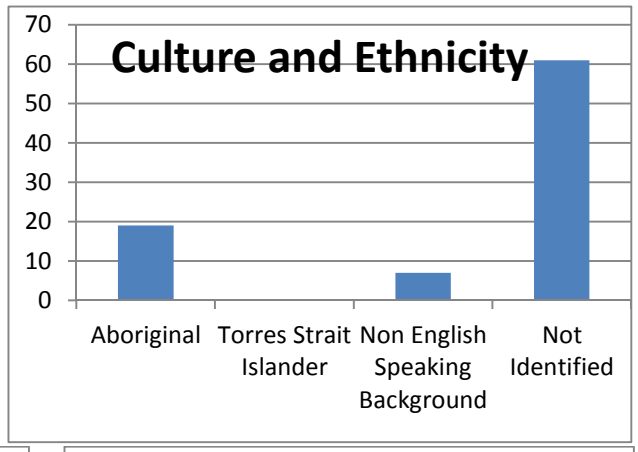
It is appropriate, therefore, that TAAS contributions to tenancy law reform should be recognised with an award that honours the dead rabbit.

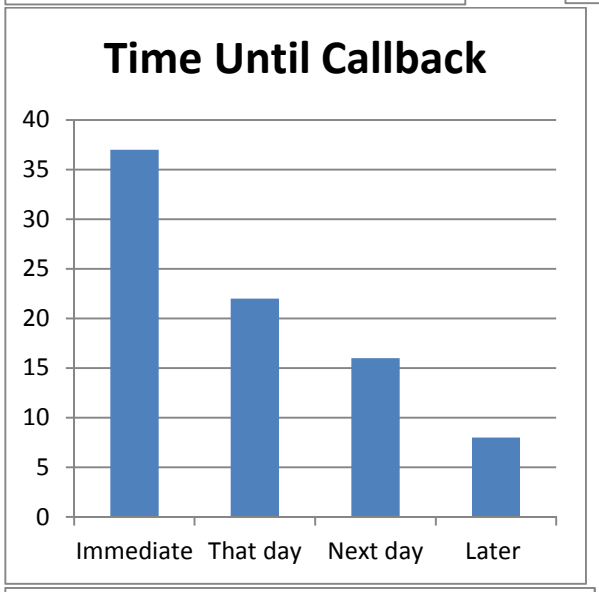
Tenant Satisfaction Survey

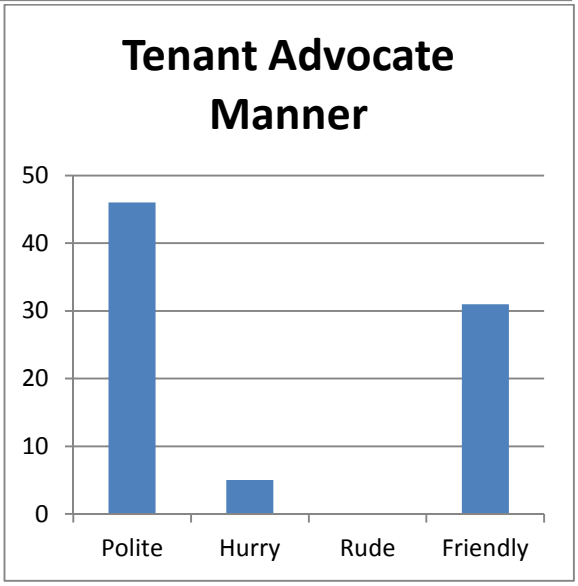
Every year we try to conduct a survey of tenants assisted over the past year. Telephone surveys generally have a participation rate of 10-30%, and we are always fortunate to have a number of our clients wanting to assist us to improve our service delivery.

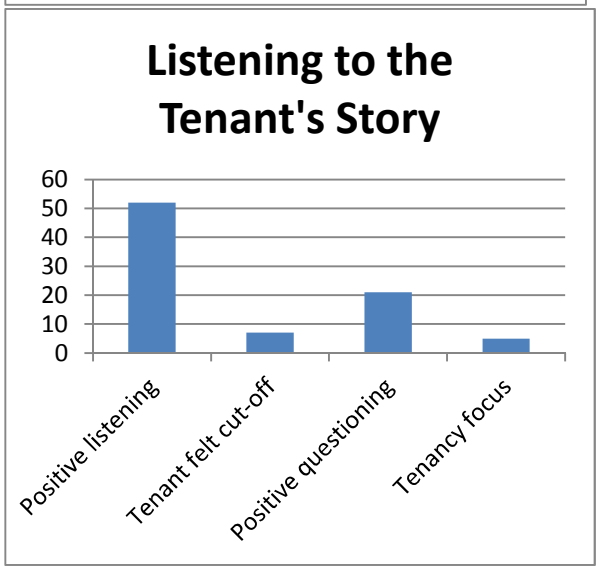
This survey was no different, with 88 of 100 tenants randomly selected from the past 20 months happy to participate in the survey. We take our clients' comments seriously, and these comments have led to more attention in the way we communicate the processes and timeframes that tenants can expect in resolving their matter.

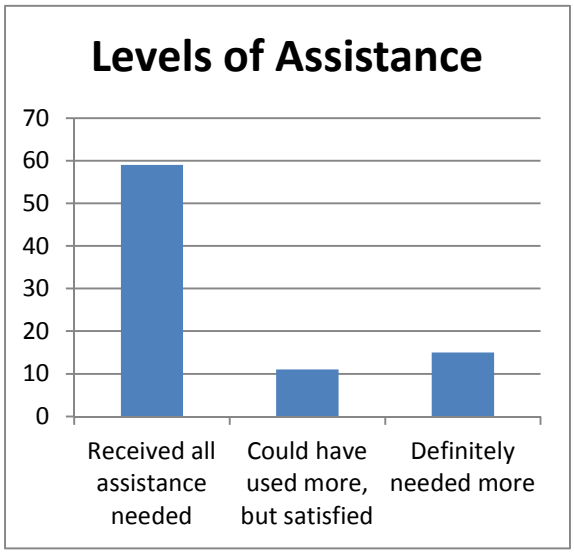


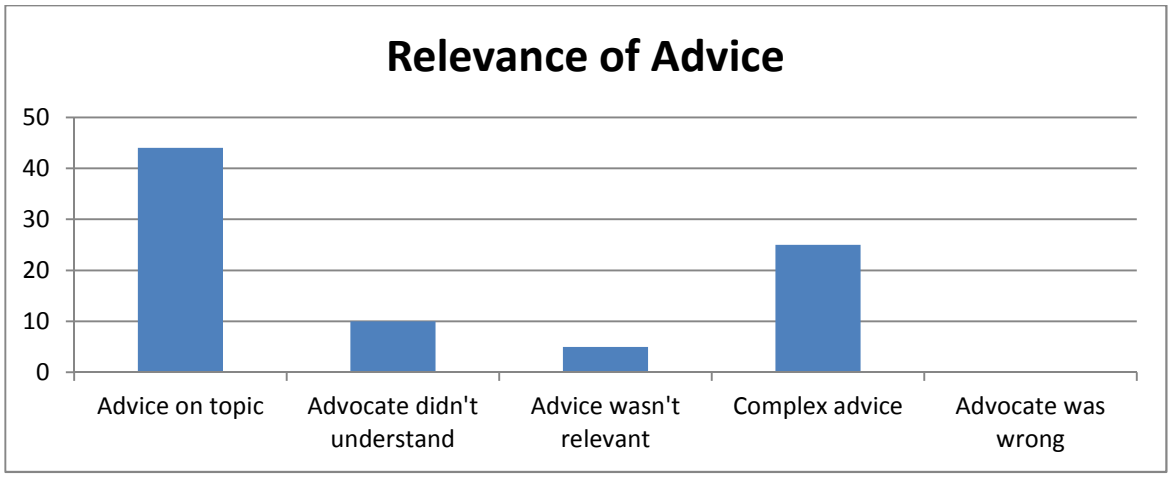


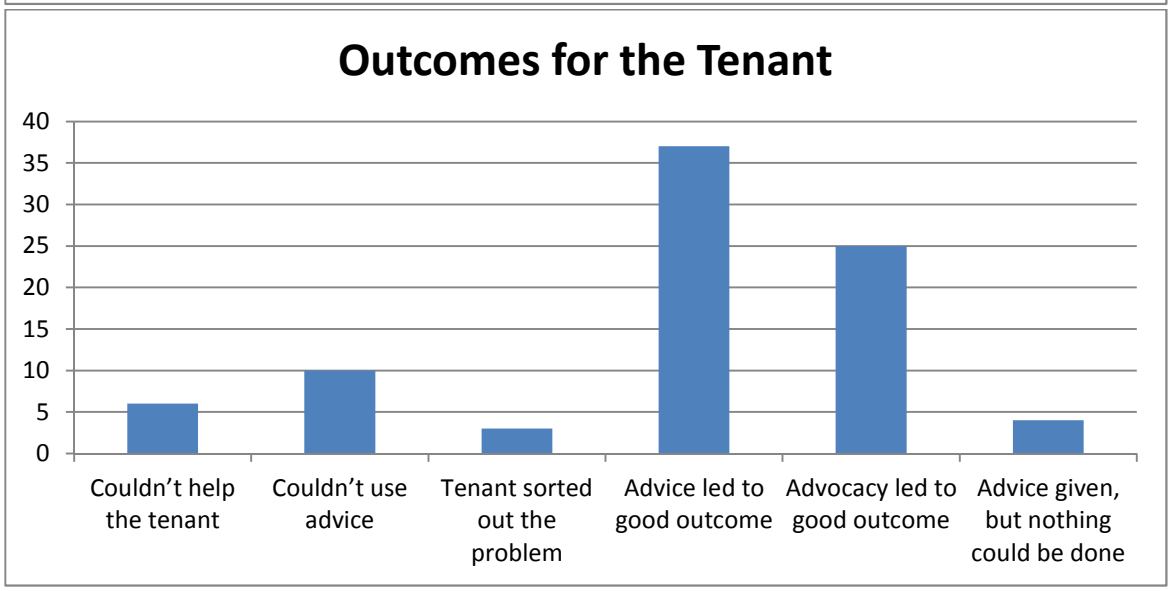












Below is a complete list of the responses by tenants to the following questions:

Was there anything you particularly liked about the Service?

- Nice to have someone there while I was going through it
- Promptness of responding with call backs and advice needed
- Service gave time to respond and give advice in a friendly, polite way
- The service is helpful with guidance and solutions
- Used language I understood and explained terms that I didn't know
- Advocate was happy to help and gave great advice
- That the service exists
- The Tenant Advocate gave thorough and accurate advice, was very knowledgeable
- Made me feel so much better, gave me confidence to act and speak up for myself
- Initial communication was good
- Access to information and advice that I didn't already have
- Very responsive and open to the facts about the circumstances and unbiased. Advice saved a lot of time to get an outcome from real estate agent. Was pleased with the outcome and avoided dispute with real estate agent.
- Quick response, friendly and understanding service, informative.
- Friendly advisor who understood the situation.
- The advice was 'spot on'.
- Overall very helpful

- Openness and honesty and 'straight down the line', gave me different options so that I could choose which way to go with the matter.
- Very calm and had really good knowledge of the responsibilities of the tenant, real estate agent, and the landlord.
- Accessibility to the service was great, being able to access advice without too much drama.
- I really liked the advocate as she was very understanding and down to earth. She was amazing. I still recommend NEWTAAS to people today, after a year.
- I felt comfortable using the service and the advice was straight to the point.
- I liked the fact that they were there but the real estate agents need to be brought into line. The service itself was really helpful and I've contacted NEWTAAS a number of times.
- They put you on the right track, it's a stressful time with the real estate and it becomes frustrating. With that advice it helped a great deal.
- I previously worked with women's housing and found the service helpful.
- They were good.
- It was 'spot on'.
- The advocate always knew what was going on with my case, he broke it down into terms that we could understand. He went above and beyond the call of duty and didn't make me feel like an idiot. He was very professional and well respected.
- The initial contact person gave information and knew their stuff.
- I liked the relaxed setting where we got advice at the information day through our 'link in together' centre in our community. It was a great success and good for the tenants. The client services officer has now improved his maintenance of the property.
- They were very polite and took my phone call seriously.
- The advocate was very good and knowledgeable, they gave good advice.
- It was very quick and very professional. We went to the Tribunal shortly after we contacted the service and the advocate was fantastic.
- Overall just a very good service for people who are struggling. They saved my tenancy and I don't think they could have done anything better.
- They gave specific advice for my case and made me feel confident when I went to the Tribunal. I got my bond back in full. It was great to have access to a free service for tenants.
- Once the Tenant Advocate realised there was little NEWTAAS could do about discrimination issues affecting my family and our tenancy, I received a referral to a legal advisor.
- NEWTAAS was kind and supportive, gave me the confidence to stand up for myself in other situations. I really wants to say how great the service was and as a student I've learnt so much for the future of renting from you.
- Advocate was friendly, easy to understand and helpful.
- Very knowledgeable and straight forward.
- Nice people who followed up in regard to everything, wasn't left in the dark. Advocate gave me advice I wasn't able to find online.
- On the whole the service was great.
- I felt like I was talking to someone I already knew, the service was caring and friendly. I liked that I could make arrangements to pay off the bond.
- Quick response.
- The service got back to me immediately.
- The service gave straight forward advice, told us our rights and helped us with where to go from there. My advocate has been amazing and all contact with the service has been very helpful.
- They helped me out with things I wasn't sure of.
- Professional and clear advice.

- Easy to deal with, fast responses, clear with advice, easy to relate to the advice given.
- The service was really friendly, very informative. The advocate explained everything and helped me write up a letter to my real estate agent.
- They were so helpful and quick to take care of what I needed.
- I'm very happy with the service, have had great help and advice. It is a service I return to as a first call for tenancy support and advice. I've used these services in different locations for a number of years whenever I've had problems as a tenant.
- Mine was a pretty standard enquiry, I only had a brief interaction about an issue.
- They acted upon it straight away, got back to us within 48 hours. Information they gave us helped us understand what rights we had as tenants. With this info we could meet with housing commission, and listen to what was needed for house inspections.
- The advocate was very helpful.
- Was given useful information and advice to take the matter further.
- The advice was good.
- I did feel very comfortable and secure leading up to going to the Tribunal. It was resolved outside the Tribunal. Using the service took a lot of worry out of the situation, about going through the process.
- Gave me the advice that I needed, put my mind at ease. Didn't know where we stood before we rang them.
- They seemed to get down to what I required.
- They knew what they were talking about and were quick in giving me appropriate advice.
- It was very informative and factual, not too many 'grey areas'.
- The service was limited in what it could do to help but tried their best in the situation.
- Generally the service was good, I was given the advice and information I required and was able to sort the situation out with the real estate agent.
- Advocate was very polite.
- Very straight forward and polite, the service did their job very well.
- Honesty and the service was very helpful.
- The service gave a quick response, clear information. I was was listened to and given advice on what to do to take issue further.
- It's free and accessible at short notice, an important service to be available for tenants.
- The service is very helpful, good to know more about the legal process involved. The organisation is well organised and knowledgeable. It is good that the service and the advocates exist to support tenants.
- How polite and understanding the advocate was.
- Service was as expected.
- Free and quick knowledgeable about the situation
- The service gave a fast response, I got a call back that day when I first rang.
- I liked that NEWTAAS weren't judgemental, listened to what I had to say and asked questions to clarify the situation. It has been really helpful.

Was there anything you particularly disliked about the Service?

- Not enough direct communication with the Tenant Advocate working on the case, difficult to speak to other staff who didn't have knowledge of the complex matter
- The service was not able to help the tenant in this circumstance, there was no positive outcome after the advice. Tenants felt they were 'set up to fail' at the Tribunal.
- Felt that I had no help at all, no one called back after the first contact.
- No, it was a good experience.
- Formula response at first in collecting the details - 'more of a process than a conversation'.
- No, I couldn't think of anything negative. I refer people to the service all the time.

- Nothing got done.
- No notification that the advocate was not available to attend Tribunal hearing, left me to represent myself. I was ill at the time and NEWTAAS had the evidence paperwork. I didn't receive a reimbursement for mould problem that destroyed my furniture.
- No, me and my partner were quite happy.
- After my first contact the next person wasn't prepared to give more help than send information by email. NEWTAAS referred me to Services NSW, I didn't receive the correct form for application to the Tribunal and my application wasn't lodged with NCAT.
- They could have elaborated a bit more on the time frames to deal with each person's matter so we wouldn't expect instant results, the progress was a bit slow.
- When they asked questions, if the answer didn't fit into what they were looking for, they couldn't respond. They cannot see the situation because they don't view the property themselves, for example in regard to cleaning issues.
- The office is a bit drab.
- No, more than happy with it.
- No, not a thing.
- No, I found it very useful.
- Not enough contact and followup, information provided wasn't useful and created more financial difficulty with owing rent. Weren't informed about the Tribunal process. Tenants left to deal with the matter on their own and had to leave the property.
- They didn't reply to me when I asked for assistance.
- Dealing with service in another state.
- The service couldn't help but it wasn't their fault.
- No, only the Tenancy Act.
- No, they were great, took care of everything I needed.
- We came to Armidale from Ashford for an appointment and couldn't find where the NEWTAAS office was.
- Only seemed to be to go to the Tribunal, would have liked to have more help dealing with the real estate agent.
- Not being able to help with the situation, I sorted it out myself.
- On the day the advocate seemed very rushed and not willing to argue the point to get a better outcome.
- No, except for the phone system. The humans were great but not the computer system.
- Where the service were situated in Tamworth, they were a bit hard to find due to the location.
- NEWTAAS could only refer me to service in another region (Liverpool) and I didn't receive a response from that service.
- I just kept getting referred on, like 'pass the parcel'.
- Communication wasn't good enough, I called about 4 times over 2 weeks but couldn't get a response so had to make contact by email. When I did receive a response from the service it didn't help to sort out the issue with the real estate agent.
- No, I've only had positive experiences with the service
- No, it was really great.
- No, it was all very helpful.
- No, other than the fact that the advocate didn't inform me that I could have representation from NEWTAAS at the Tribunal.
- Time it takes to be able to get through to someone to talk to.

Is there anything else you want to tell us?

- Unless the Tenancy Act could be changed there is nothing further to improve the Service.
- It was fantastic
- Everything worked out perfectly, can't find any fault with the service
- All good
- Give uni students free information sessions to help students dealing with private landlords and real estate agents, particularly for new students. They need to understand what's in the residential tenancy agreements so they don't ignore important points
- The Armidale office could be in a more visible location. There could be more promotion of the services provided by NEWTAAS, e.g. regular newsletters with information about changes in tenancy rule
- My expectation was that the service would have more interaction with the real estate, the only option given was to go to the Tribunal
- The distance of the service is an issue for tenants in different regions
- Main problems are often with landlords, the advocacy service and community housing here are very good but to get things done it comes down to the landlord
- It was pretty good
- It would help if tenants have more information about NEWTAAS services
- The pamphlet you get when you rent, a lot of people put it aside and don't really read it. Getting more information out to tenants would be good, so that they know more about their rights
- I reckon the service is pretty good now
- People need to be able to find it better, no access for people with wheelchairs. Using the lift was still difficult, needs to be more wheelchair friendly
- It would be handy to have someone local to my own region
- It would help tenants if there was improved contact and follow up support, to get a better response when we are referred to services in another tenancy area
- In Victoria tenants receive a booklet stating tenants' rights and landlords' rights, if that was available to NSW tenants in booklet form insead of online that would be very helpful
- I know the service is very busy, but I think the response time could be improved
- I fully support the service and hope it continues
- More promotion of the service to tenants, especially including people in NESB community who need to know more about their rights as tenants
- Would like to know more about email contact with the service
- Fact sheets and more directed website listing what NEWTAAS helps with and what it does, to make it clearer. More promotions and information about processes
- No, I just rang up to find out about the rules and was given information but in this situation with the real estate agent nothing further could be done
- Just keep doing what you're doing

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

SPECIAL PURPOSE FINANCIAL REPORT
FOR THE YEAR ENDED 30 JUNE 2017

New England and Western Tenants Advice and Advocacy Service Incorporated (ABN 31 279 732 390)
(An Incorporated Association)

Special Purpose Financial Report

For the year ended 30 June 2017

Contents to the financial report

Committees Report	**2**
Statement of profit or loss and other comprehensive income	**4**
Statement of financial position	**6**
Statement of changes in equity	**7**
Statement of cash flows	**8**
Notes to the financial statements	**9**
Statement by Members of the Committee	**17**
Independent auditor's report	**18**

Committee's Report

Your committee members submit the financial statements of the New England and Western Tenants Advice and Advocacy Service Incorporated ("NEWTAAS") for the year ended 30 June 2017.

Committee Members

The names of the Committee members throughout the year and at the date of this report are:

Marjorie Henzell - Chair
Christine Foord - Secretary
Jim Foord
Brian Humphreys
Elizabeth Stahlut (Vice President)
Anne Wolfenden (Treasurer)

Principal Activities

No significant change in the principal activities occurred during the year and the service continued with its objectives of providing information, advice and advocacy services to tenants across the New England, North West, Western and Far West of New South Wales.

The Grant funding contract with the Department of Fair Trading NSW was renewed as at 1 July 2016 for a further 3 years until 30 June 2019. This renewed funding contract introduced a change to the mix of activities that NEWTAAS is funded for. The change in mix of activities intensifies the existing focus on the most disadvantaged complex tenants within our region and Fair Trading now provide most of the straightforward phone advice. Financially, there has been a real decrease in funding of 10%, as the service is now funded for 4.5 (previously 5.0) Equivalent Full-Time workers.

After balance date events

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

Going Concern

The financial statements have been prepared on a going concern basis as the current funding contract expires on 30 June 2019.

Operating Result

The operating deficit for the year ending 30 June 2017 is $54,313, (2016 surplus of $Nil).

Signed in accordance with a resolution of the members of the committee:

Chair

Marjorie Henzell

Member

BRIAN HUMPHREYS

Dated: 18 August 2017

New England & Western Tenants Advice & Advocacy Service Inc.

Statement of profit or loss and other comprehensive income for the Year ended 30 June 2017

	2017 $	2016 $
Revenue		
Grant – Core Funding	496,985	518,916
Grant – Non Core Funding	40,121	0
Reimbursable expenses	0	1,127
Other Income	0	18
Interest	6,289	8,130
Total revenue	**543,395**	**528,191**
Expenditure		
Salary and Related Expenses		
Salaries and Wages	411,007	385,305
On-costs	63,999	18,923
Total Salary and Related Expenses	**475,006**	**404,228**
Other Operating Expenses		
Phones & Communication	25,823	27,271
Language or Cultural Services	0	407
Depreciation	13,440	10,075
Operating Management	22,449	15,098
Office Expenses	9,950	10,654
Consumables	1,590	2,155
Insurance	6,850	5,555
Rent	23,804	29,284
Staff/Volunteer Training	1,585	2,732
Transport and Motor Vehicle Costs	17,211	20,732
	122,702	**123,963**
Total Expenditure	**597,708**	**528,191**
Current year deficit before income tax	**(54,313)**	**Nil**
Income tax expense	Nil	Nil
Net Current year deficit	**(54,313)**	**Nil**

Statement of profit or loss and other comprehensive income for the Year ended 30 June 2017 (Cont.)

Other comprehensive income		
Items that will not be reclassified subsequently to profit or loss when specific conditions are met.	**Nil**	**Nil**
Items that will be reclassified subsequently to profit or loss when specific conditions are met		
Total other comprehensive income for the year	**Nil**	**Nil**
Total comprehensive income for the year	**(54,313)**	**Nil**
Total comprehensive income attributable to members of the entity	**(54,313)**	**Nil**

The accompanying notes form part of these financial statements.

Statement of financial position as at 30 June 2017

	Note	2017 $	2016 $
ASSETS			
CURRENT ASSETS			
Cash and Cash Equivalents		577,561	265,771
Accounts receivable and other debtors	2	5,828	1,920
Shares		10	10
Total Current Assets		**583,399**	**267,701**
NON-CURRENT ASSETS			
Plant & equipment	3	21,700	32,481
Total Non Current Assets		**21,700**	**32,481**
Total Assets		**605,099**	**300,182**
LIABILITIES			
CURRENT LIABILITES			
Accounts payable and other payables		19,524	43,513
Employee provisions	4	143,037	131,916
Other current liabilities	5	370,600	998
Total Current Liabilities		**533,161**	**176,427**
NON CURRENT LIABILITES			
Employee provisions	4	57,181	54,685
Total Non Current Liabilities		**57,181**	**54,685**
Total Liabilities		**590,342**	**231,112**
NET ASSETS		**14,758**	**69,070**
Equity		69,070	69,070
Retained surplus/(Deficit)		(54,313)	NIL
Total Equity		**14,757**	**69,070**

The accompanying notes form part of these financial statements.

New England & Western Tenants Advice & Advocacy Service Inc.

Statement of changes in equity for the Year ended 30 June 2017

	Equity $
Balances at 1 July 2015	69,070
Comprehensive Income	
Surplus for the year attributable to members of the entity	Nil
Other comprehensive income for the year	Nil
Total comprehensive income attributable to members of the entity	**NIL**
Balance at 30 June 2016	69,070
Comprehensive Income	
Deficit for the year attributable to members of the entity	(54,313)
Other comprehensive income for the year	Nil
Total comprehensive income attributable to members of the entity	**(54,313)**
Balance at 30 June 2017	**14,757**

New England & Western Tenants Advice & Advocacy Service Inc.

Statement of cash flows for the Year ended 30 June 2017

	2017 $	2016 $
Cash flows from operating activities		
Grant income	957,509	216,708
Other income	0	1,258
Interest received	6,289	8,130
Payments to employees	(468,757)	(429,197)
Payments to suppliers	(180,592)	(141,491)
Net cash (used in)/generated from operating activities	**314,449**	**(344,592)**
Cash flows from investing activities		
Payment for plant and equipment	(2,659)	(13,310)
Payment for intangibles	Nil	Nil
Net cash used in investing activities	**(2,659)**	**(13,310)**
Net increase/ (decrease) in cash held	**311,790**	**(357,902)**
Cash on hand at the beginning of the financial year	**265,771**	**623,673**
Cash on hand at the end of the financial year	**577,561**	**265,771**

Note 1 Statement of Significant Accounting Policies

Basis of preparation

These financial statements are special purpose financial statements prepared in order to satisfy the financial reporting requirements of the *Australian Charities & Not for Profits Commission Act, 2012 ("ACNC")* and grant funding conditions. The Committee has determined that the Association is not a reporting entity in accordance with the definition contained in AASB 1053.

The financial statements have been prepared on an accruals basis and are based on historic costs and do not take into account changing money values or, except where specifically stated, current valuations of non-current assets. The financial statements are presented in Australian dollars.

NEWTAAS is a registered charity under the ACNC and is classified as a medium entity. Under the ACNC reporting requirements NEWTAAS is required to apply the following six accounting standards as a minimum to the extent that they are relevant:

- AASB 101 Presentation of Financial Statements;
- AASB 107 Statement of cash flows;
- AASB 108 Accounting Policies, Changes in Accounting Estimates and Errors;
- AASB 1031 Materiality;
- AASB 1048 Interpretation of standards;
- AASB 1054 Australian Additional Disclosures.

The following significant accounting policies, which are consistent with the previous period unless otherwise stated, have been adopted in the preparation of this financial report.

(a) Income Tax

The Association is exempt from Income Tax and accordingly no provision has been made.

(b) Plant and Equipment (PPE)
Plant and equipment are carried at cost less, where applicable, any accumulated depreciation.

The depreciable amount of all PPE is depreciated over the useful lives of the assets to the Association commencing from the time the asset is held ready for use.

When the written down value of PPE is Nil an assessment is made by management and a decision made to write off. Any subsequent profit on sale is recognised as revenue.

(c) Impairment of Assets
At the end of each reporting period, the Association reviews the carrying values of its tangible assets to determine whether there is any indication that those assets have been impaired. If such an indication exists, the recoverable amount of the asset, being the higher of the asset's fair value less costs to sell and value in use, is compared to the asset's carrying value. Any excess of the asset's carrying value over its recoverable amount is recognised in the statement of profit or loss and other comprehensive income.

(d) Employee Benefits
Provision is made for the Association's liability for employee benefits arising from services rendered by employees to the end of the reporting period. Employee benefits have been measured at the amounts expected to be paid when the liability is settled.

(e) Provisions
Provisions are recognised when the Association has a legal or constructive obligation, as a result of past events, for which it is probable that an outflow of economic benefits will result and that outflow can be reliably measured. Provisions are measured at the best estimate of the amounts required to settle the obligation at the end of the reporting period. 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.

(i) 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.

(ii) Locum

The Association's funding contract requires that a service be deliverable to all residential tenants in the New England, North West, Western and Far West areas of New South Wales. The entity records a potential liability for casual staff that may be required to satisfy periods of high demand. This includes ensuring continuity of service delivery during periods of orientation and training as new staff learn their roles. This provision does not comply with Accounting Standards and is measured by management's best estimate.

In order to meet the continuing high client demand for the service, management has agreed to draw down this provision to self fund the additional 0.5FTE lost through the reduction in core funding. This decision has enabled NEWTAAS over the 2015-2017 financial years to continue to resource the service at original FTE levels. NEWTAAS is continuing to seek the reinstatement of the 0.5FTE in core funding support.

The locum provision has now been fully expended and without reinstatement of grant funding support client service will necessarily be reduced in the current and following years.

(f) Cash and Cash Equivalents

Cash and cash equivalents includes cash on hand, deposits held at call with banks, and other short-term highly liquid investments with original maturities of three months or less.

(g) Revenue and Other Income

Revenue is measured at the fair value of the consideration received or receivable after taking into account any trade discounts and volume rebates allowed.

Interest revenue is recognised when received.

Grant and Donation income is recognised when the Association obtains control over funds. Control over core grant income received occurs when it is applied in accordance with funding guidelines as set down in the funding agreement. The Association has no right to recognise funds as income unless they are applied in accordance with the funding agreement guidelines. Any excess funds remaining at the end of the grant

period are to be repaid to the funding body. If grant conditions are not satisfied the revenue is deferred and recognised as a liability.

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

(h) Leases

Lease payments for operating leases, where substantially all the risks and benefits remain with the lessor, are charged as expenses in the periods in which they are incurred.

(i) Goods and Services Tax (GST)

Revenues, expenses and assets are recognised net of the amount of GST, except where the amount of GST incurred is not recoverable from the Australian Taxation Office (ATO). Receivables and payables are stated inclusive of the amount of GST receivable or payable. The net amount of GST recoverable from, or payable to, the ATO is included with other receivables or payables in the Statement of Financial Position.

(j) Going Concern and Economic Dependence

NEWTAAS is dependent on Fair Trading - Department of Finance and Services for the majority of its revenue used to operate the business. There is a current funding contract in place ending 30 June 2019. At the date of this report the committee have no reason to believe the Commissioner for Fair Trading, Department of Finance and Services will not continue to provide funding to NEWTAAS into the foreseeable future. As a result the financial statements have been prepared on a going concern basis.

Note 2 Accounts receivable and other debtors

	2017 $	2016 $
Accounts Receivable	1,057	975
Prepayments	3,891	(9)
Reimbursable Expenses	(74)	0
Bond – Guarantee Minto Lease Armidale	954	954
Total Trade and Other Receivables	**5,828**	**1,920**

Note 3 Property, Plant and Equipment

	2017 $	2016 $
Office Equipment	52,471	62,937
Less: Accumulated Depreciation	(30,771)	(30,456)
Total Property, Plant and Equipment	**21,700**	**32,481**

	2017 $
Carrying amount at 30 June 2016	**32,481**
Asset Purchases	2,659
Profit/Loss on disposal of Equipment	Nil
Depreciation	(13,440)
Closing Balance at 30 June 2017	**21,700**

Note 4 Employee Provisions

	2017 $	2016 $
Current		
Annual Leave	53,342	40,744
Long Service Leave	41,374	38,996
Personal/Carers Leave	39,345	33,456
Locum & Salaries	Nil	13,629
Time in Lieu	8,976	5,091
	143,037	**131,916**
Non Current		
Redundancy	57,180	54,685
	57,180	**54,685**

Note 5 Other Current Liabilities

	2017 $	2016 $
Income in Advance	373,586	Nil
Provision for Information Technology	Nil	3,300
Tax Payable/(Receivable)	(2,986)	(2,302)
	370,600	**998**

Note 6 Leasing Commitments

Operating Lease Commitments	2017 $
Rent of offices in Armidale, Dubbo and Tamworth	
Payable – minimum lease payments:	
– not later than 12 months	4,632
– between 12 months and five years	8,603
– greater than five years	Nil
	13,235

The Armidale office Minto property lease is intended to be a non-cancellable lease with a two-year term ending on 30 June 2019, with rent payable monthly in advance. There are contingent rental provisions within the lease agreement requiring that the minimum lease payments shall be increased by a maximum of the Consumer Price Index per annum. A lease has been prepared but is yet to be signed and so NEWTAAS' current commitment is to pay one month rent in advance.

The other offices are located in Dubbo and Tamworth. Both these offices have an informal Memorandum of Understanding ("MOU") in place which provides for the option of either party giving one month's notice. In reality, these arrangements are reviewed on an annual basis.

The MOU in Dubbo provides for an estimated term to the end of June 2019 with CPI increments. This is because NEWTAAS agreed to meet the costs involved in relocating within the Dubbo Neighbourhood Centre. Rent is payable quarterly in advance.

The Tamworth office is a single office sublet under an MOU with Disability Advocacy NSW, with rent payable monthly in advance.

Note 7 Contingent liabilities and capital commitments

Contingent liabilities

To the best of the manager's and members of the Committee's knowledge and belief there are no contingent liabilities at balance date.

Capital commitments

To the best of the manager's and members of the Committee's knowledge and belief there are no other capital commitments at balance date.

Note 8 Related Parties

There were no known related party dealings.

Note 9 Events after the end of the Reporting Period

No matters or circumstances have arisen since the end of the financial year which significantly affected or could significantly affect the operations of the Association, the results of those operations, or the state of affairs of the Association in future financial years.

Statement by Members of the Committee
For the Year Ended 30 June 2017

The Committee has determined that the Association is not a reporting entity and that these special purpose financial statements should be prepared in accordance with the accounting policies outlined in Note 1 to the financial Statements.

In the opinion of the Committee and in accordance with the *Australian Charities & Not for Profits Commission Act, 2012*, the attached special purpose financial statements:

1. Present a true and fair view of the financial position of New England and Western Tenants Advice and Advocacy Service Incorporated as at 30 June 2017 and its performance for the year ended on that date.

2. At the date of this statement there are reasonable grounds to believe that New England and Western Tenants Advise and Advocacy Service Incorporated will be able to pay its debts as and when they become due and payable.

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

Chair _____
Marjorie Henzell

Member _____

Dated: 18 August 2017

Forsyths
Chartered Accountants

Armidale

92 Rusden Street
PO Box 114
Armidale NSW 2350

p +61 2 6773 8400
f +61 2 6772 9957
e armidale@forsyths.com.au

Forsyths Business Services Pty Ltd
ABN 66 182 781 401

Independent Audit Report to the members of New England and Western Tenants Advice and Advocacy Service Incorporated

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements, being special purpose financial statements of New England and Western Tenants Advice and Advocacy Service Incorporated (the Association), which comprises the statement of financial position as at 30 June 2017, and the statement of profit or loss and other comprehensive income, the statement of changes in equity and statement of cash flows for the year then ended, including a summary of significant accounting policies, other explanatory notes and the members' declaration.

In our opinion, the accompanying financial statements of the Association are in accordance with Division 60 of *Australian Charities and Not-for-profits Commission Act 2012*, including:

(i) giving a true and fair view of the Association's financial position as at 30 June 2017 and of its performance for the year ended on that date in accordance with the accounting policies described in Note 1; **and**

(ii) complying with Australian Accounting Standards to the extent described in Note 1 and complying with the *Australian Charities and Not-for-profits Commission Regulations 2013*.

Basis for Opinion

We conducted our audit in accordance with Australian Auditing Standards. Our responsibilities under those standards are further described in the *Auditor's Responsibilities for the Audit of the Financial Report* section of our report. We are independent of the Association in accordance with the auditor independence requirements of the *Australian*

Charities and Not-for-profits Commission Act 2012 and the ethical requirements of the Accounting Professional and Ethical Standards Board's APES 110 *Code of Ethics for Professional Accountants* (the Code) that are relevant to our audit of the financial statements in Australia. We have also fulfilled our other ethical responsibilities in accordance with the Code.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Basis of Accounting

We draw attention to Note 1 to the financial statements, which describe the basis of accounting. The financial statements have been prepared for the purpose of fulfilling the Associations' financial reporting responsibilities under the *Australian Charities and Not-for-profits Commission Act 2012* and its members. As a result, the financial statements may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Responsibilities of Management and those charged with Governance

Management is responsible for the presentation and fair presentation of the financial statements in accordance with the *Australian Charities and Not-for-profits Commission Act 2012*, and for such internal control as management determines is necessary to enable the preparation of the financial statements is free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with Australian Auditing Standards will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the financial statements.

As part of an audit in accordance with the Australian Auditing Standards, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our 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.

- Obtain 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 Association's internal control.

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the committee.

- Conclude on the appropriateness of the committees' 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 's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Association to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures; and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with the management regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide the directors with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with the management, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

Forsyths

Geoffrey W Allen
Principal

92 Rusden Street, Armidale,

Dated this 18th August 2017