

NEW ENGLAND AND
WESTERN
TENANTS ADVICE
AND
ADVOCACY SERVICE
INCORPORATED



ANNUAL REPORT

2015–2016

New England and Western



Incorporated



Tenant Advocate - Dubbo – Linda Grady
Tenant Advocate – Dubbo – Sherry McDermott (not pictured)
Tenant Advocate – Armidale – Christinia Pickett
Tenant Advocate – Broken Hill – Katrina Webster
Tenant Advocate – Tamworth / Armidale – Dyllon Safi-Westendorf
Tenant Advocate – Tamworth / Armidale – Morad Wasile

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
Suite 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 2015-2016

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	21
Bang for your Bond campaign	22
Community Engagement	23
Recognition of our peers	24
Tenants Union 40 th birthday celebrations	25
Tenant Satisfaction Survey	26
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.



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.

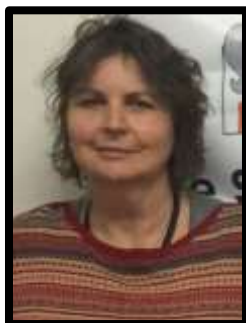
Anne Wolfenden – Treasurer (September 2015 – current)



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.

Judith Harvey-Nelson – Member (September 2014 – current)



Judith has worked in the community sector for many years, particularly in the area of working with women and families escaping domestic violence, in addition to the delivery of services for NSW Health.

Her experience and insight into the nexus of housing, health and recovery from trauma are a welcome addition to the Committee this year.

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 2016

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

President's Report



This is a brief report on behalf of the NEWTAAS Incorporated Committee of Management for the year July 2015- June 2016.

The year has seen our dedicated staff meet further challenges to provide advice and representation to tenants across north-western NSW.

I was particularly pleased to visit our Dubbo office earlier this year and meet with Tamara and Linda and see how our service fits with other services with which it is co-located.

With the retirement of Katrina Webster in May 2016 the decision was made to close our office operations at Broken Hill. We appreciate the dedication and service provided by Katrina prior to her retirement.

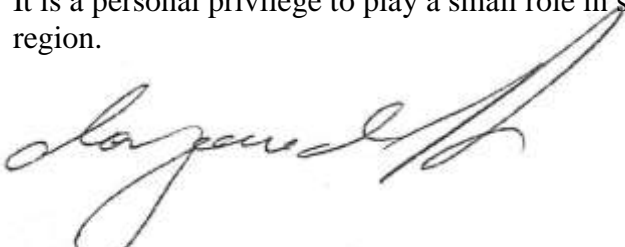
Our Committee of Management continues to provide the service with regular oversight and support. I want to thank Elizabeth Stahlut for chairing in my absence on a couple of occasions during the past 12 months. I want to acknowledge all members of the Committee of Management for supporting me in the role as president.

NEWTAAS continues to provide office based services at Armidale, Tamworth and Dubbo while covering the whole footprint via phone services from those locations.

Our Service Manager, KerryAnn Pankhurst continues to provide great leadership, not only to our service but as part of the wider network of Tenancy Services throughout NSW, funded by the Department of Fair Trading. KerryAnn continues to make representations to NSW parliamentary representatives from our region to gain their ongoing support to improve tenancy services.

The Committee met with our auditors at a recent meeting to review their report which will be presented at this meeting. The Committee wishes to acknowledge the work of Neil Scholes-Robertson, who together with KerryAnn, ensures our budget position is well managed. It has been most helpful to have Anne Wolfenden in the role of Treasurer during this past twelve months.

It is a personal privilege to play a small role in supporting such an important service in our region.

A handwritten signature in dark ink, appearing to read 'Marjorie Henzell'. The signature is fluid and cursive, with a long, sweeping underline.

Marjorie Henzell
President

Service Manager's Report

It has once again been a very busy year for NEWTAAS! This year we have had changes in staff, changes in offices, and changes in service delivery with the long awaited implementation of the new TAAP database.

We were very sad to say goodbye to Dyllon in September 2015, and to welcome Morad in his place in our Tamworth office. Morad relocated from Sydney to join us, and stayed with us until July 2016. He has stayed in Tamworth, and is now just across the corridor at Legal Aid. We've been delighted to welcome Danny Radoll in his place.



Katrina's decision to retire and leave Broken Hill opened up the opportunity to review our operations in the Far West. We found that most of the work Katrina was doing was for tenants in other areas of the region, and that the costs of maintaining that office could be better invested in more staff hours. At the end of May 2016, we closed the Broken Hill office, after negotiating a memorandum of understanding with Far West Community Legal Service that sees us retain a significant presence out in the Far West. Sherry McDermott has also left us following a long period of leave with her young family. We wish Katrina and Sherry all the very best in their future lives.

Dedicated and hard-working staff make the difference in a service like NEWTAAS. Tamara, Linda and Christinia have been both dedicated and hard-working this year, particularly as demand for the service has increased another 5% over the past twelve months, and the level of disadvantage of our clients has also increased.

We have reached the point where we will have to start referring vulnerable and disadvantaged tenants away to Fair Trading, as we are over capacity with legally complex and vulnerable tenants, unless we are successful in a bid to restore that greatly missed 0.5 EFT worker.

This year saw NEWTAAS again win the Golden Warren and the Golden Rabbit at the Network meeting last November, and 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.

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. I particularly want to acknowledge the work of the Committee, because the Service cannot operate without the dedication and commitment of this group of volunteers.

A handwritten signature in dark ink, appearing to read 'KerryAnn Pankhurst', written in a cursive style.

KerryAnn Pankhurst
Service Manager

Statistics...

The new TAAP database was implemented by Fair Trading on 1 October 2015, after months of negotiation and development. Our previous database had not been updated since the 1980s and still referred to the Residential Tribunal The TU database couldn't record many of the matters we deal with, so we are very glad to have an updated database. The Service Manager continues to work with the Tenants Union staff and other coordinators to improve the operational functionality and reporting abilities of the new database.

	2013/14	%	2014/15	%	2015/16 July- Sept	Database change	2015/16 Oct-June	%	Annual
TU Database /new TAAP database									
Total number of clients	1,210		1,319		370		1140	98 open	1382
1800 calls	2,135		2,371		754		1992		2746
Identify as having a disability	225	18.6%	256	19.6%	72	19.5%	210	18.5%	19.0%
Identify as Aboriginal or Torres Strait Islander	263	21.7%	315	23.8%	77	20.8%	256	22.5%	21.7%
Identify as under 25	121	10.00%	129	9.7%	26	7%	107	9.4%	8.2%
Identify as 55-74 / 55-64	158	13.06%	150	11.3%	41	11.1%	84	7.3%	9.5%
Identify as over 75 / 65 and over	22	1.82%	23	1.7%	13	3.5%	55	4.8	4.2%
Single person household /new addition, 300 entries	277	22.89%	327	24.7%	94	25.4%	89	29.6%	27%
Identify as sole parents	249	20.58%	265	20.0%	74	20%	66	22%	21%
Couples with children	187	15.45%	243	18.4%	59	16%	69	23%	
Group household	67	5.54%	80	6.0%	15	4.05%	11	3.6%	3.8%
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%

In receipt of income support	640	52.9%	684	51.8%	196	52.9%	218	62.1%	57.3%
Renting through an agent	496	40.99%	645	48.9%	140	37.8%	581	50.9%	48.2%
Renting privately	174	14.38%	177	13.4%	46	12.4%	131	11.5%	12.0%
Renting in social housing	306	25.29%	296	22.4%	102	27.5%	230	20.2%	24.8%
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		
Referred by NCAT	92	7.6%	132	10.2%	34	9.19%	121	11.8%	10.2%
Referred by Community organisation	131	10.82%	165	12.72%	50	13.51%	197	19.2%	16.1%
Files opened	269	22.23%	383	29.0%	116	31.4%	244	21.4%	
							Insufficient entry		
Received advocacy (in addition to any NCAT support)	243	20.0%	377	28.6%	122	32.97%	280	24.5%	
							Insufficient entry		
Assisted to prepare for NCAT	158	13.06%	328	24.9%	87	23.5%	159	13.9%	
							Insufficient entry		
Represented/attended at NCAT hearing	93	7.69%	255	19.3%	74	20%	223	19.5%	
New fields from January 1, 2014									
Complex matter	285	44.6%	398	30.1%	105	28.3%	No capacity to analyse as yet		
Vulnerable tenant	316	49.5%	703	53.3%	179	48.4%			
Complex matter / vulnerable tenant	201	31.5%	281	21.3%	83	22.4%			
Complex / vulnerable / social housing	85	13.3%	97	7.4%	12	3.5%			

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're providing.

...and what they mean

In addition to the 5% increase in demand for the service last year, we continue to focus to assist the most vulnerable tenants across our region. 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.

Similarly, 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.

Some comparative statistics to the work of Tenants Advice and Advocacy Services across the state are now available. These statistics are from the new database for the period January-June 2016. More meaningful statistics will become available as the reporting features of the database improve. You’ll note immediately that these figures add up to more than 100%. Most tenants don’t arrive with a single matters – they often come with many. You’ll notice too that we spend more time on termination than anything else. Miscellaneous includes domestic violence, “bad tenant” database listings, and nuisance and annoyance matters, all of which are very time consuming.

Network	12,449	100%	NEWTAAS	1,045	8.4%	
Matters	Matters	Sessions	Time Spent	Matters	Sessions	Time Spent
Access, Privacy & Landlord Behaviour	8.37%	11.59%	11.65%	16.54%	29.17%	35.37%
Agreements	6.23%	7.79%	7.72%	15.57%	21.98%	19.37%
Boarding House & Lodgers	1.55%	1.27%	91.00%	0.58%	0.02%	1.06%
Bond & Compensation	20.87%	22.86%	24.61%	26.31%	42.72%	50.85%
Miscellaneous	11.84%	16.16%	14.59%	46.91%	56.22%	58.12%
NCAT & Jurisdiction	9.93%	20.94%	22.55%	40.52%	67.58%	74.04%
Parks	1.50%	2.63%	3.04%	1.06%	3.88%	4.31%
Rents & Other Charges	23.30%	26.95%	27.54%	38.59%	54.42%	55.06%
Repairs, Alternations & Maintenance	20.58%	24.00%	23.13%	27.08%	34.74%	36.02%
Share Accommodation	2.20%	2.33%	1.97%	4.26%	5.82%	7.24%
Social Housing	7.81%	14.85%	15.54%	13.83%	23.04%	22.54%
Termination	36.40%	41.74%	44.98%	44.20%	57.42%	59.28%

Casework Case Studies

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

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

Case Study 1 – No evidence of damage claims

A young woman and her husband were referred to NEWTAAS by Legal Aid about a property located in Northwest NSW which they had rented from a private landlord. Living in a small regional town with their four children, the tenants were diligent in their rent payments and no issues appeared to have arisen with the landlord during their twelve month lease. The family had vacated the property when they received the first of two termination notices at the end of the lease. About three months later they received a notice that the landlord had claimed compensation through NCAT. The tenants had not received any prior correspondence about the landlord's request to be paid \$5,435.00 for the claim which included contract costs, unpaid rent, gas bills, damages, cleaning materials/light bulbs, and loss of income. The landlord was stating that the damages claim was to cover an excess on their insurance as they had an estimate that repairs of \$15,800.00 were needed for the property, including replacement of flooring. The landlord thought that the property was left in an 'unlivable' state by the tenants.

NEWTAAS identified that the landlord had not provided enough details and relevant evidence in support of their claims. The landlord had issued a standard residential tenancy agreement to the tenants with no bond to be paid. Although the agreement had included provisions if the tenant 'wishes to purchase property' it was not a 'pay to buy' agreement and NEWTAAS rejected the landlord's claim for the tenant to pay legal costs for a contract of sale on the property. NEWTAAS also questioned other claims as no condition or inspection reports were completed by the landlord at the start and end of the tenancy and no rental ledger was provided.

As the contract costs were not relevant to the tenancy and the unpaid rent was already covered by insurance, NCAT dismissed these parts of the landlord's claim at the first Tribunal hearing. With detailed evidence from the tenants about their rent payments and other relevant items, most of the landlord's other claims were not likely to succeed at the formal hearing. At this stage the landlord rejected the tenants' offer to settle by paying the \$51.90 for cleaning and light bulbs, which appeared to be a reasonable claim.

Major issues identified at the final hearing were that there were no inspection reports, no condition reports and that photo evidence was not as reliable to support the landlord's damage claims. NEWTAAS also advised that the landlord was responsible for gas bottle rental (\$30.00) and NCAT requested twice for conciliation between the parties. The tenant offered to pay \$100.00 (for gas usage and cleaning/light bulb claims), but the landlord was hesitant and requested the Tribunal member to issue orders for settlement. Although the landlord had resisted the attempts for the claim to be settled, NEWTAAS secured a successful outcome for the tenants, the Tribunal dismissing the matter with no costs to be paid to the landlord.

Case Study 2 – Breaking of lease and loss of service

Located in a remote area of western NSW, a young woman aged under 25 years was six months pregnant and sought advice when a private landlord made her feel uncomfortable about her reasonable request to break her three month lease. Her matter was referred to NEWTAAS by a community legal centre as she was moving out of the property because the living conditions were unsuitable. She could not use the indoor bath/shower facilities or the alternative outdoor shower, some lights were not working and she could not lock the front door. She was disadvantaged by having to shower elsewhere and while she had reported the repair issues several times the landlord had not organised the necessary repairs. The tenant also realised that the bond she had paid to the landlord had not been lodged with the Rental Bond Board. On notifying the landlord that she wished to vacate four weeks early as she could stay with friends, he advised that she must pay rent until the lease expiry and that he planned to sell the house. He then advertised the house as being available for rent.

In breaking the lease the tenant could be required to pay about four weeks' final rent but the landlord was in breach of the Residential Tenancies Act regarding the bond, which could incur a fine, and the repairs, for which the young woman could claim a rent reduction due to withdrawal of service. On advice from NEWTAAS the tenant tried to reach agreement with the landlord and to return the keys but the male landlord became abusive, making the young woman feel unsafe. NEWTAAS returned the keys on the tenant's behalf, with a formal notice that the tenancy agreement was terminated immediately because of the shower issue and including a request for full refund of the bond within ten days to avoid a claim for compensation through NCAT.

While the landlord confirmed the young woman had left the property in good condition, he initially disputed that she had paid full bond and claimed she had three to four weeks of rent arrears. He was unable to substantiate that she owed money and the tenant had proof of all bond and rent payments she had made. The landlord still refused to refund her bond and rejected that there was withdrawal of service, claiming that the tenant had broken the shower tap and that several repair attempts were thwarted by her not giving a plumber access to the property. Knowing that the landlord did not have enough evidence of his claims, the tenant applied to NCAT requesting an order for a full bond refund (\$1,040.00) and \$1,300.00 compensation for the shower not working (loss of service).

With family support on the hearing day, the young woman was confident to represent herself and NEWTAAS provided ongoing assistance and submissions to help her prepare. The landlord's plumber provided a letter showing that she did not cause the shower damage, which strengthened her position. NEWTAAS was unable to represent the tenant at hearing in her remote location, but with the sound advice of our service the young expectant mother obtained a largely successful outcome through NCAT. Despite breaking the lease she was not required to make any further rent payments expected by the landlord. And even though she had not previously requested compensation for the shower facilities or emphasised to the landlord that these were the reason for her moving out early, the Tribunal ordered for the landlord to pay the tenant \$650.00 compensation as well as the full refund of her bond.

Case Study 3 – Public housing tenants and neighbour complaints

An Aboriginal male tenant in the New England region received a termination notice from his public housing provider through Housing NSW/FACS and was referred to NEWTAAS by a northern community support agency. A longterm client of NEWTAAS, he was living in a

block of units which the provider described as ‘a hothouse environment’. He was aged over 50 and had an intellectual disability, literacy issues and limited capacity.

Housing NSW served the termination notice on the man after complaints from other residents that the tenant and others were involved in two incidents outside the property which caused disturbance to the neighbours. The police were called to the property, as on the first occasion a visitor damaged a neighbour’s unit and the next day abuse was yelled at neighbours.

NEWTAAS liaised with the housing provider who advised they did not wish to terminate the residential tenancy agreement with this client, but wanted to deal with his behaviour. The tenant’s options for transfer to other housing were considered but NEWTAAS advised him that Housing NSW would need to apply through NCAT if they wanted him to leave the unit. The tenant’s liability regarding nuisance issues was also questioned.

While NEWTAAS and Housing NSW both acknowledged there were differing accounts of the incidents from various parties, the tenant and NEWTAAS confirmed that he had support from witnesses about his recollection of the events. He acknowledged his behaviour towards police was an issue but denied that he was abusive towards neighbours. The housing provider then withdrew the termination notice, and NEWTAAS notified the landlord that to take action regarding the incidents they could apply to NCAT for a specific performance order requiring the tenant to comply with the terms of his residential tenancy agreement.

Given the different accounts of the incidents, Housing NSW advised they would not pursue action through NCAT. With advocacy from NEWTAAS the tenant was able to remain living in his unit and Housing NSW issued a letter of warning to the tenant and other parties involved in the incidents, due to the impact on other residents in the units.

Case Study 4 – Repair and tenancy issues for aged care residents

An elderly man aged over 85 years was a tenant in an aged care facility in regional NSW and he was under the care of the public guardian. His unit in this retirement village was managed by a social housing entity through Housing NSW (FACS) who referred his matter to our service. NEWTAAS viewed the property and supported the tenant’s request for the property manager to do several repairs to the unit including main doors, kitchen floor and lounge room carpet, and bathroom and kitchen facilities. These were necessary repairs required under Residential Tenancies Act and the manager organised inspections and scoping for these works.

NEWTAAS was also requested to provide independent advice to the tenant and public guardian as the resident was offered a choice to have his tenancy transferred to the aged care facility as a new property manager of his unit. NEWTAAS compared the senior’s existing residential tenancy agreement with the new proposed agreement, and received advice from the Aged Rights Service on legal obligations to tenants in retirement villages.

A major difference in the tenancy agreements was that the existing landlord was a community housing provider which ensured the tenant had subsidised rent capped in line with his income, whereas the other landlord offered low rent for twelve months but could make large rent increases later on. The new proposed landlord could also force the resident to vacate within 90 days without a reason, impose additional limitations under its by-laws on the tenant’s way of life at the property, and had no legal obligation to upgrade or refurbish the unit. NEWTAAS advised that as changing to a new agreement could affect the tenant’s quality of life, his best option was to remain a community housing tenant.

With the advice and support from NEWTAAS the tenant's decision to remain with his existing landlord was communicated to all parties. Misunderstandings about legal issues and the valid property management of the unit were also cleared up and there was nothing further to prevent the repairs from proceeding under the existing tenancy. Although there were delays in the repairs while the ongoing tenancy arrangements were being confirmed, the repair works were now completed within a reasonable timeframe by the community housing provider.

This was a pleasing outcome in circumstances where NEWTAAS was able to advise and act for a vulnerable aged person whose longterm quality of life was being affected by his living conditions and possible changes to his tenancy at the retirement village.

Case Study 5 – Landlord's non-compliance with Tribunal orders

In a remote area of western NSW, a young Aboriginal woman and her son were living in a house she leased through the Aboriginal Housing (AHO) provider in their area. Being in a location with extreme heat in the summer months, the young woman was disadvantaged by the inadequate cooling systems in the house and her son suffered a serious asthma condition made worse by these conditions.

The tenant requested advice from NEWTAAS advice after taking the matter to the NCAT Tribunal and the landlord receiving orders that an air conditioning unit should be installed. The Tribunal had understood that the property was not fit to live in during extreme summer temperatures. NEWTAAS provided quotes to the landlord with a request for work to be scheduled but the provider would not proceed without satisfactory consultations with AHO. On our request to comply with Tribunal orders, AHO advised they were waiting on legal advice. The tenant offered that her own air conditioning unit could be installed if approved. After several attempts to negotiate, NEWTAAS requested the landlord to install the tenant's aircon unit with a guarantee that AHO would either buy this unit if she moved out, or allow her to take it with her at no cost to the tenant.

After little progress, the landlord then confirmed that AHO would not install any additional air conditioning as it was not standard practice. It would also only allow the tenant to install her own unit if she paid for this as well as for restoration costs if she would be taking it later. NEWTAAS applied to renew proceedings and special arrangements needed to be made for a phone hearing in the advocate's region to link with the tenant's remote location. The tenant had medical evidence of her son's asthma requiring air conditioning in the home and the local health authority's advice on the negative impact of lack of aircon upon health conditions.

The housing provider and AHO told the Tribunal they were bound by the decision of the Minister but NEWTAAS emphasised that the Minister's statement itself said that people with serious medical problems would be entitled to air conditioning. As the landlord had not assessed the property about these issues, the Tribunal ordered the landlord to arrange a building consultant's report on any measures required for appropriate cooling in the house. Strict conditions were imposed on the landlord but the tenant was not granted a rent reduction in these orders.

As the landlord did not arrange the inspection within the time limit set by NCAT, NEWTAAS sent a written reminder of the NCAT order, advising that our service would request the matter to be relisted if the report was not received within ten days. On the same day the landlord notified NEWTAAS that the report was completed and that with AHO approval arrangements were made to install an evaporative cooler with ceiling outlets.

After more than a year of the landlord not complying with the Tribunal's original orders, NEWTAAS secured a major improvement in the living conditions for this mother and her son.

Case Study 6 – NEWTAAS ‘Accidental Counsellor’ for public housing tenant

An Aboriginal man aged over 55 years, living in a large regional town of western NSW was referred to our service by the Housing Appeals Committee (HAC) after he received a termination notice from Housing NSW (HNSW). The man had a disability and longterm issues with alcohol, and living in a block of 40 units he was disputing complaints from other residents. At the time a local Aboriginal Medical Service (AMS) had withdrawn its services to the tenant due to his alcohol issues.

HNSW inspected the property and lodged an application with NCAT, and the man's tenancy remained precarious unless he worked with his support services. Over eight months NEWTAAS negotiated intensively between the tenant, HNSW, the Aboriginal Medical Service, mental health workers, Drug and Alcohol counselling and other support services to re-engage the man with assistance for his alcohol dependency. Other main issues were his lack of care for his unit and personal hygiene, difficult behaviour and noise when he was intoxicated. It was also suggested he may be hoarding ‘clutter’ at the unit.

AMS was requested to develop a case plan with abstinence from drinking to be emphasised, and identified assistance through peer support, transport and Homecare services to improve the tenant's care for himself and his unit. The tenant was also referred for drug and alcohol counselling and a mental health assessment. The matter was listed for Tribunal hearing three times as a pattern developed, with adjournments because of his continuing alcohol use and withdrawal of health services. There were more claims of resident complaints and on two occasions NEWTAAS had the tenant agree to a Specific Performance Order with his landlord, and the second of these required the man to obtain placement in a rehabilitation program. With NEWTAAS guidance he also used photos, diary entries and letters of support to show his improvements and daily activities to access support and rehabilitation.

The tenant made significant efforts to comply with orders he had agreed to and improvements in his health, behaviour, care for his unit and his efforts to start rehabilitation were commended by the landlord and other parties. The tenant's attempts to find private accommodation were not successful.

The tenant had some serious lapses in dealing with his alcohol issues and several times support services were withdrawn due to this. The Tribunal was also aware that often he was not receiving the ongoing support services in health and counselling that he needed due to lapsed commitment from caseworkers. As two Tribunal hearings were adjourned when the tenant attended late and intoxicated, to continue advocating for him NEWTAAS needed to request his renewed commitment to use support services and control his drinking and behaviour. NEWTAAS also advised the Tribunal that as the tenant had issues related to alcohol use and needed more help from support services, HNSW should follow their mental health policy instead of terminating the tenancy. A formal mental health assessment recommended a renewed referral for Drug & Alcohol counselling and the tenant re-engaged with these and other recommended services including AA and a local ‘men's shed’ group. When NEWTAAS advised the tenant of his options and negotiated further with HNSW, it was agreed he would apply for rehabilitation as his health and wellbeing were high priority as well as keeping his unit. NEWTAAS also assisted in having a male caseworker assigned to the tenant regarding his health issues and were actively involved in ensuring that he participated in arrangements to secure a rehabilitation placement.

Lengthy waiting lists for suitable rehabilitation programs caused anxiety for the tenant but the Tribunal's final orders were supportive of his latest agreement with HNSW, provided that he did not breach it and cause disturbance to his neighbours. NEWTAAS organised a rent rebate and confirmed HNSW would hold his tenancy while he attended rehabilitation. On ceasing their role with this tenant, NEWTAAS also ensured he had firm commitments for ongoing support from other services including a male caseworker.

Despite another lapse and further complaints through the landlord when the man resumed drinking, he re-engaged again with counsellors and other services. The matter was finally resolved when he was confirmed to start a one month rehabilitation program after being on waiting lists for more than two months. It was acknowledged by a key service that throughout his case NEWTAAS had given the tenant far more consistent support on his wellbeing issues than other services involved and this proved to be a key factor in the man learning to show more commitment to saving his tenancy.

Case Study 7 – Breaches of misleading information and conduct

A mature female tenant was a low income earner living alone in western NSW, where she rented a house through a real estate agent. Notifying the agent in writing on a number of occasions about required repairs their response to the tenant was unsatisfactory and they also expected her to pay for tradesmen's call-out fees. Major issues at the property included leaking laundry connectors to the washing machine, a leaking hot water system and a damaged air conditioning unit which was unsafe. The tenant could not use the washing machine for seven days, and the real estate denied her concerns about the aircon. The agent's ingoing condition report had stated that the aircon was new and working but the tenant had not been able to use it since the start of the tenancy and the electrician's inspection advised for it to be replaced. In the house the tenant suffered temperatures of over 40 degrees. The tenant had evidence of misleading advertising that the property had air conditioning, a security system, a storage shed and a garage. The security system consisted of 'fake' CCTV cameras and the tenant also disputed the other advertised items.

As there were clear breaches of the tenancy agreement by the landlord, with NEWTAAS advice the tenant applied to NCAT for repairs and compensation. At hearing the tenant accepted the real estate's offer of \$330.00 compensation for the electrician's call-out fee and rent reduction for withdrawal of service, and the Tribunal ordered the landlord to repair the aircon unit. As the tenant disputed the real estate's claim that she knew from the start about the status of the alarm system, the Tribunal adjourned for further evidence on this.

Instead of pursuing the alarm issues in the Tribunal the tenant wanted to transfer her lease to a new tenant without penalty, but had difficulty in getting the landlord and agent to agree to this. As the landlord had breached responsibilities to make the property reasonably secure and to not mislead in advertising the property, the tenant could also request to break or terminate the lease. The tenant felt there was a breakdown in communication with the real estate, repairs were not done within a reasonable time, and she had still not received her compensation ordered by NCAT. It had also taken three months for the aircon unit to be replaced and the hot water system was still leaking. The tenant notified the agent in writing of all her concerns and outstanding repair issues, requesting to either transfer her tenancy or to terminate it without penalty because of the landlord's breaches.

This proved successful and her tenancy was then terminated without penalty, with new tenants approved by the landlord being eligible for rent and bond assistance. The agent requested her

to pay a \$33.00 re-let fee and \$55.00 smoke alarm fee and the tenant requested a waiver of the smoke alarm fee as the landlord has relevant responsibilities at the start of a new tenancy. The tenant settled with the agent and withdrew her Tribunal application. Her bond claim was being lodged and she was paid her compensation and a two week rent refund less water usage charges, but the agent still required her to pay the re-let and smoke alarm fees.

The tenant was paid her compensation two weeks after it was due under the Tribunal's orders and it took several requests for her to receive a copy of the water bill and ledger to show why there was a deduction from her compensation. Overall the tenant thought that the agent acted unprofessionally and on advice from our service she planned to proceed with making a complaint to the Department of Fair Trading about the real estate's misleading actions throughout the matter.

Case Study 8 – Real estate conduct about tenancy listing

Referred to our service by a community support agency after falling into rent arrears and other debts to a previous landlord, a female tenant had been listed on a tenancy database by the real estate agent who was claiming further unpaid debts. This could cause severe hardship to the tenant who was aged over 50 years and supporting her two teenage children on Centrelink income. Unless this was cleared up, the database listing could remain for three years, affecting her tenancy references and future accommodation.

The real estate had lodged two applications to NCAT for the tenant to make payments, with the second order terminating her lease for the house in northwest NSW, as she was not maintaining the agreed payments. The tenant complied with the second Tribunal orders by vacating the property, commencing payments agreed for rent, water usage and tile repairs and consenting for the landlord to claim her \$1,400 bond towards the new total of \$2,629.80 costs claimed. Vacating the property a few days late, the tenant was responsible for some extra costs for final rent and water usage and made additional payments. She was not notified by the real estate of the final inspection date, but with assistance from her community support agency she had the property cleaned.

The tenant then stopped her payments when she discovered that she had paid more than the amount required by the Tribunal. Without her consent the real estate agent had also been allocating her bond and payments to pay extra costs of \$1,722.03, instead of the costs she had agreed to through NCAT. Listing her on the tenancy database the real estate claimed she had verbally agreed to these extra costs and still owed \$588.55. This agent was acting unconscionably by reallocating the payments and also by not going through Tribunal processes to request the database listing or extra compensation. This amount was claimed for additional repairs, carpet cleaning and also property cleaning which was not actually completed until almost three months after the tenant vacated the house.

NEWTAAS made several attempts to negotiate with the real estate agent who would not agree to refund the tenant's overpayments, to waive the \$588.55 or have her listing removed from the tenancy database. The tenant had NEWTAAS issue a letter of demand to the real estate seeking reimbursement of \$1,133.50 in excess payments and immediate removal of her database listing. When the real estate still refused, the tenant applied for Tribunal orders about her requests. NEWTAAS had also warned the agent that Tribunal orders could be sought for its breaches of conduct to be investigated by the NSW Office of Fair Trading.

The tenant offered not to pursue a refund if the tenancy listing and debt were removed by the landlord and real estate. At hearing the tenant and real estate agreed on several costs but not on

the balance of \$588.55 for extra cleaning and repairs charged. The Tribunal adjourned the matter, warning the real estate that substantial evidence was required to justify a new application from them as fourteen months had passed since the last Tribunal orders. NEWTAAS also later warned that the landlord could take NCAT action against the agent if a new application failed. The real estate and landlord then settled with the tenant by disregarding the final charges and having the tenant's listing removed from the database. The tenant was very happy with this outcome and all the advice from our service to improve circumstances for her family, and withdrew her application from the Tribunal.

Case Study 9 – Increasing gas bills and urgent repairs

A male tenant and his partner requested NEWTAAS support to prepare for their hearing after applying for NCAT orders to terminate their tenancy on the house they rented through a real estate agent. Paying high rent and with two dependent children, they lived in regional NSW and urgent repairs were not being completed. This affected their living conditions and safety and caused financial hardship with increasing gas bills. Throughout their eleven months in the house while the agent and landlord did not respond to repeated requests for repairs, the family tolerated a faulty hot water system with no temperature control, unsatisfactory facilities for showering and heating/cooling of the house, as well as gas leaks and a damaged drain. The air conditioning appeared unsafe for the family to use at all.

Even though contact was made with our service only a few days before the Tribunal hearing, NEWTAAS provided strong advice and advocacy for the couple who were dealing with an especially difficult agent. Plumbers had confirmed as urgent repairs the hot water system replacement and gas leaks to be fixed. The NCAT application requested orders for the landlord to pay a quarterly gas bill for almost \$2,000, a 50% rent reduction and termination because of the landlord's breaches about the repairs. With less than a month remaining on their current lease the couple had not found other suitable housing and the husband now had serious health issues. The real estate had only been responding by phone to their written requests, also denying that the hot water system needed replacement. The landlord had wanted to do repairs himself but the tenant did not accept this as the landlord wanted to stay at the house for three days and was not a licensed tradesperson.

At the Tribunal the real estate's principal agent was warned twice by the court's security guard about his aggressive and loud behaviour during negotiations. In support of the tenant NEWTAAS presented a published decision about a similar case and the ingoing condition report, bills and repair requests but the agent argued against compensation. The agent further claimed that a licensed tradesperson was not necessary and also that the tenants had denied access for repairs. The agent presented a plumber's report claiming there was no gas leak and tried to impose four weeks' rent for the tenant to vacate early.

NEWTAAS requested the landlord's instructions and final agreement was reached after three attempts to settle and the landlord accepting their responsibilities. The tenant was very happy that Tribunal orders required major repairs within two weeks, to replace the hot water system, repair the drain and check/repair the pool pump powerpoint. The landlord was also to pay the tenant \$1,550.00 compensation towards gas costs and a rent reduction of \$50.00 per week for six months.. This new lease included access for property inspection and no penalty if the tenant needed to break the lease, and the landlord had also reassured the tenant that their bond would be refunded when they were ready to vacate.

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. 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 eight 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 more than fourteen years, and helped more than 16,500 tenants.



Bang for your bond

Did you know that

- The NSW Rental Bond Board holds more than one billion dollars?
- That money earns more than \$60 million each year in interest?
- That tenants receive less than 1 cent for each dollar of interest?
- That TAASs receive 8 cents for each dollar of interest?
- That 12 cents goes to other services and programs?
- That 68 cents go to NSW government agencies?
- That 10 cents goes into surplus!

This is tenants' money earning all that interest, and we'd like to see more of that interest go to tenants and the services they need. We're not asking for anything unreasonable, but there is 10 cents of every dollar going into surplus. Another \$0.02 would make such a difference to us.

Others who think tenants should get more bang for their bond include tenants, real estate agents, and our management committee!

Please sign up to the campaign at <http://yourbond.org/>



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.



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 2015, we were 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 second year in a row, and Katrina was awarded the Golden Dead Rabbit for the individual making the greatest contribution, following on from KerryAnn in the previous year.

The 'dead rabbit' is named in honour of the seminal case of *Blades v Higgs* [1861] ER 693; (1861) 10 CB 713. In that case, the plaintiff had taken possession of a brace of dead rabbits poached from the estates of the Marquis of Exeter. On his behalf, the Marquis's employees, the defendants, exercised the ancient common law remedy of recaption - that is, they 'beat and pushed' the plaintiff and forcibly took the dead rabbits back. The plaintiff sued in assault, but the Court held that the defendants were entitled to use reasonable force in recapturing the dead rabbits, so the suit failed.

The case, however, remains relevant to tenancy law in New South Wales in other ways. The Marquis's granddaughter, Lady Catherine, married Henry de Vere Vane, the ninth Baron Barnard and great-great-great-great-grandson of Sir Henry Vane the Younger, whose third-cousin thrice-removed, Sir Henry Vane-Tempest, the second Baronet Vane-Tempest of Wynyard, was the ancestor of the Vane-Tempests of Condoblin, New South Wales, who were the respondent landlords in *Rosberg v Vane-Tempest*, an important case on the law relating to uncollected goods. In that case, the landlords unlawfully disposed of uncollected goods belonging to the applicant tenant, who did not seek to forcibly recapture the goods, but instead applied to the Tribunal for compensation. Despite the advocacy of legendary Koori advocate Cecil See, the Tribunal held that it lacked the power to make orders for compensation. This legislative defect was cured with the commencement of the [*Residential Tenancies Act 2010*](#).

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





Tenant Advocates and supporters celebrating 20 years of TAAP in December 2015.

23 /40

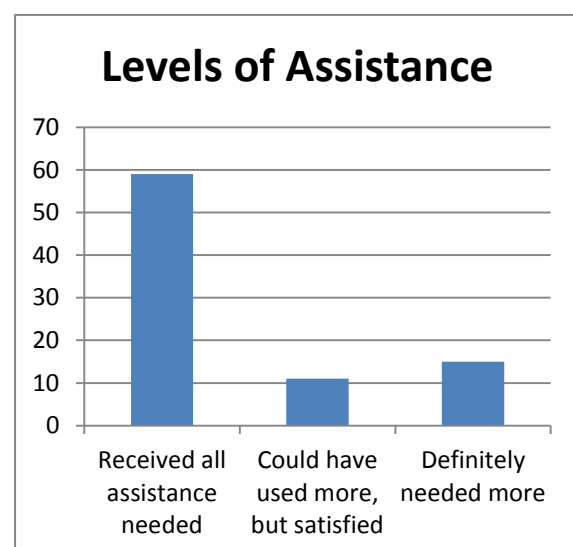
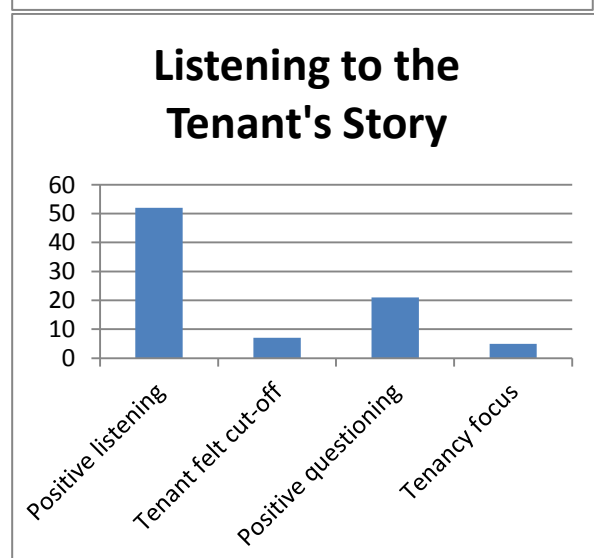
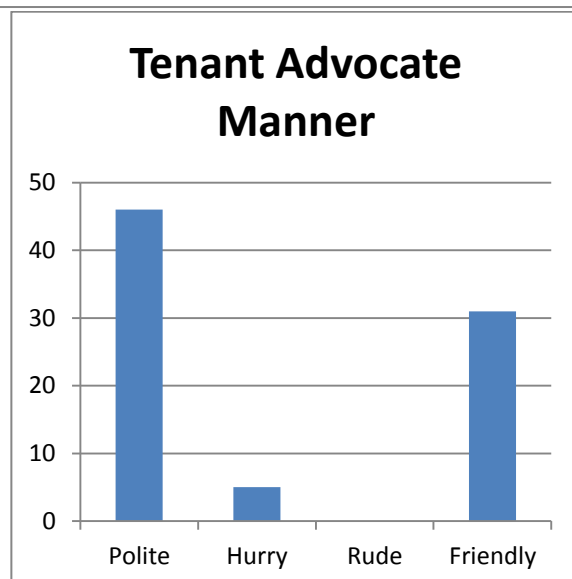
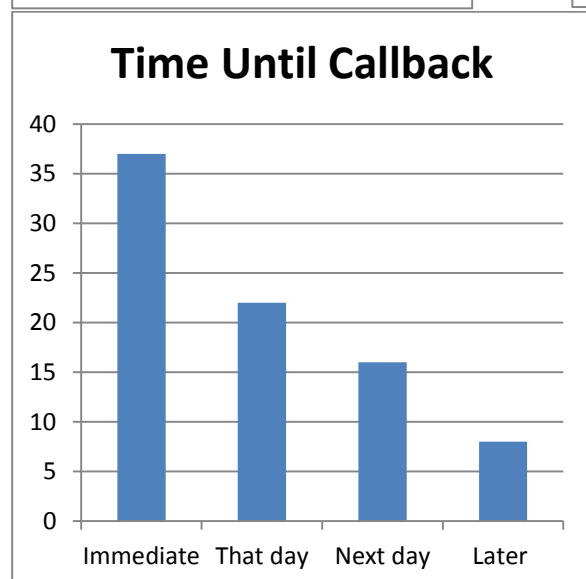
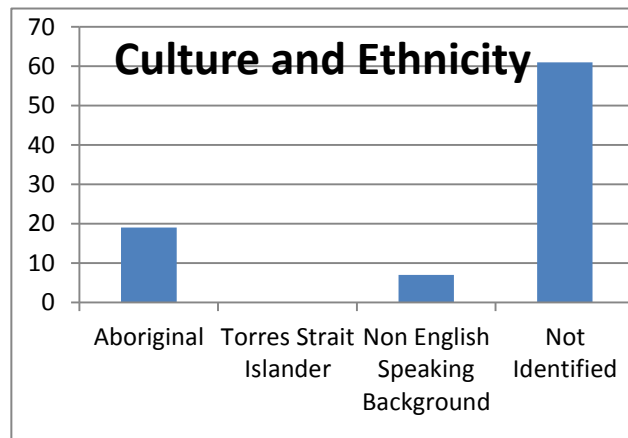
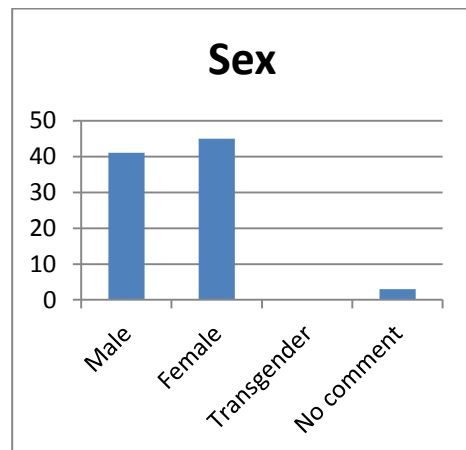
We were delighted to be part of the year of celebration for the Tenants Union this past year. The Tenants Union is at the heart of the Network of Tenants Advice and Advocacy Services, and their work on behalf of tenants is inspiring.

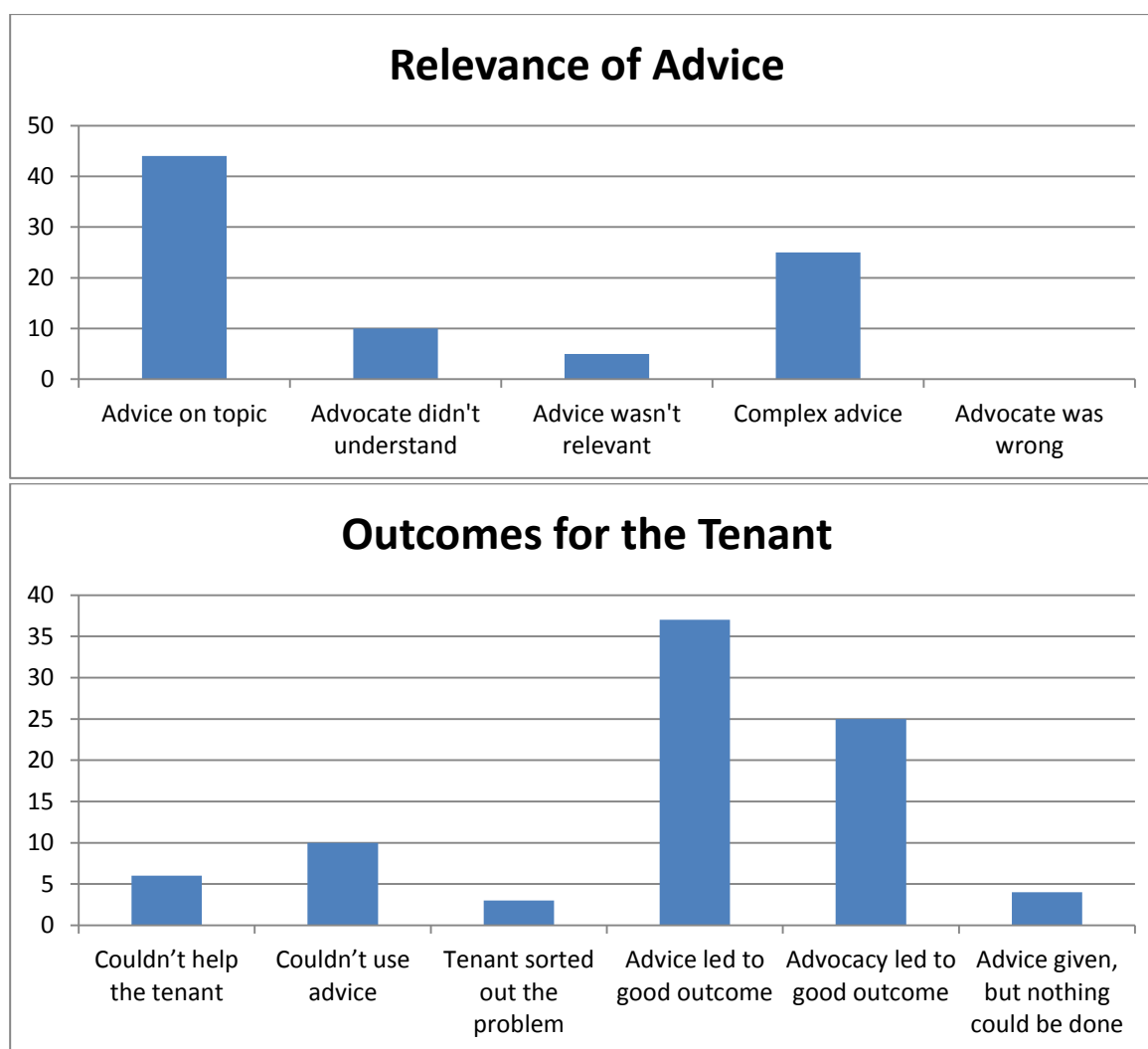
As our peak body, they also provide us with legal support, specialised training, resource materials and housing policy development and advocacy.

Tenant Satisfaction Survey

Every year we 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 year's survey was no different, with 88 of 100 tenants randomly selected from the past 12 months happy to participate in the survey. We take our clients' comments seriously, and this year's 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 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 instead 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 2016**

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 2016

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 2016.

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)
Judith Harvey- Nelson
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 commenced in December 2013 to provide grant funding until 30 June 2016. The 2013 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.

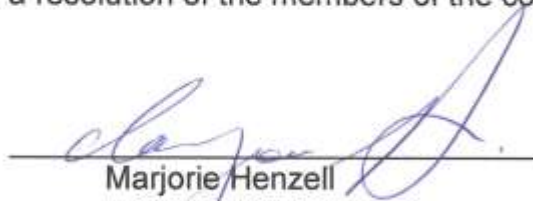
Operating Result

The operating surplus for the year ending 30 June 2016 is (\$Nil) (2015 surplus of \$Nil).

New England & Western Tenants Advice & Advocacy Service Inc.

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

Chair


Marjorie Henzell

Member



Dated: 30 August 2016

New England & Western Tenants Advice & Advocacy Service Inc.

Statement of profit or loss and other comprehensive income for the
Year ended 30 June 2016

	2016	2015
	\$	\$
Revenue		
Grant – Core Funding	518,916	497,786
Reimbursable expenses	1,127	1,503
Other Income	18	838
Interest	8,130	11,178
Total revenue	528,191	511,305
Expenditure		
Salary and Related Expenses		
Salaries and Wages	385,305	366,042
On-costs	18,923	29,753
Total Salary and Related Expenses	404,228	395,795
Other Operating Expenses		
Phones & Communication	27,271	27,094
Language or Cultural Services	407	291
Depreciation	10,075	10,119
Operating Management	15,098	12,581
Office Expenses	10,654	14,256
Consumables	2,155	1,742
Insurance	5,555	5,340
Rent	29,284	27,544
Staff/Volunteer Training	2,732	1,620
Transport and Motor Vehicle Costs	20,732	14,923
	123,963	115,510
Total Expenditure	528,191	511,305
Current year deficit before income tax	Nil	Nil
Income tax expense	Nil	Nil
Net Current year deficit	Nil	Nil

New England & Western Tenants Advice & Advocacy Service Inc.

Statement of profit or loss and other comprehensive income for the
Year ended 30 June 2016 (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

Nil Nil

**Total comprehensive income attributable to
members of the entity**

Nil Nil

The accompanying notes form part of these financial statements.

New England & Western Tenants Advice & Advocacy Service Inc.

Statement of financial position as at 30 June 2016

	Note	2016 \$	2015 \$
ASSETS			
CURRENT ASSETS			
Cash and Cash Equivalents		265,771	623,673
Accounts receivable and other debtors	2	1,920	1,034
Shares		10	10
Total Current Assets		267,701	624,717
NON-CURRENT ASSETS			
Plant & equipment	3	32,481	29,246
Total Non Current Assets		32,481	29,246
Total Assets		300,182	653,963
LIABILITIES			
CURRENT LIABILITES			
Accounts payable and other payables		43,513	23,364
Employee provisions	4	131,916	132,600
Other current liabilities	5	998	353,214
Total Current Liabilities		176,427	509,178
NON CURRENT LIABILITES			
Employee provisions	4	54,685	75,714
Total Non Current Liabilities		54,685	75,714
Total Liabilities		231,112	584,892
NET ASSETS		69,070	69,070
Equity		69,070	69,070
Retained surplus		NIL	NIL
Total Equity		69,070	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 2016

	Equity
	\$
Balances at 1 July 2014	69,070
Comprehensive Income	<hr/>
Surplus for the year attributable to members of the entity	Nil
Other comprehensive income for the year	Nil
Total comprehensive income	<hr/>
attributable to members of the entity	69,070
	<hr/>
Balance at 30 June 2015	69,070
Comprehensive Income	<hr/>
Surplus/(deficit) for the year attributable to members of the entity	Nil
Other comprehensive income for the year	Nil
Total comprehensive income	<hr/>
attributable to members of the entity	69,070
	<hr/>
Balance at 30 June 2016	69,070
	<hr/>

New England & Western Tenants Advice & Advocacy Service Inc.

Statement of cash flows for the Year ended 30 June 2016

	2016 \$	2015 \$
Cash flows from operating activities		
Grant income	216,708	573,333
Other income	1,258	2,575
Interest received	8,130	11,178
Payments to employees	(429,197)	(400,923)
Payments to suppliers	(141,491)	(156,501)
Net cash (used in)/generated from operating activities	(344,592)	29,662
Cash flows from investing activities		
Payment for plant and equipment	(13,310)	(23,394)
Payment for intangibles	Nil	Nil
Net cash used in investing activities	(13,310)	(23,394)
Net increase in cash held	(357,902)	6,268
Cash on hand at the beginning of the financial year	623,673	617,405
Cash on hand at the end of the financial year	265,771	623,673

Notes to and forming part of the Financial Statements
For the Year Ended 30 June 2016

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 *Associations Incorporation Act NSW 2009*, *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.

Changes to policies

NEWTAAS has registered as a 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 relevant changes applied by NEWTAAS in relation to these requirements are the addition of two further statements: a statement of cash flows; and statement of changes in equity.

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.

New England & Western Tenants Advice & Advocacy Service Inc.

Notes to and forming part of the Financial Statements For the Year Ended 30 June 2016 (Cont.)

(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 would 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

New England & Western Tenants Advice & Advocacy Service Inc.

Notes to and forming part of the Financial Statements For the Year Ended 30 June 2016 (Cont.)

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 short term to continue to resource the service at original FTE levels. With the renewal of the funding contract, NEWTAAS is seeking the reinstatement of the 0.5FTE in core funding support.

(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).

New England & Western Tenants Advice & Advocacy Service Inc.

Notes to and forming part of the Financial Statements For the Year Ended 30 June 2016 (Cont.)

(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.

New England & Western Tenants Advice & Advocacy Service Inc.

**Notes to and forming part of the Financial Statements
For the Year Ended 30 June 2016 (Cont.)**

Note 2 Accounts receivable and other debtors

	2016	2015
	\$	\$
Accounts Receivable	975	99
Prepayments	(9)	935
Bond – Guarantee Minto Lease Armidale	954	Nil
Total Trade and Other Receivables	1,920	1,034

Note 3 Property, Plant and Equipment

	2016	2015
	\$	\$
Office Equipment	62,937	49,626
Less: Accumulated Depreciation	(30,456)	(20,380)
Total Property, Plant and Equipment	32,481	29,246

	2016
	\$
Carrying amount at 30 June 2015	29,246
Asset Purchases	13,310
Profit/Loss on disposal of Equipment	Nil
Depreciation	(10,075)
Closing Balance at 30 June 2016	32,481

New England & Western Tenants Advice & Advocacy Service Inc.

Notes to and forming part of the Financial Statements For the Year Ended 30 June 2016 (Cont.)

Note 4 Employee Provisions

	2016 \$	2015 \$
Current		
Annual Leave	40,744	38,686
Long Service Leave	38,996	39,471
Personal/Carers Leave	33,456	30,855
Locum & Salaries	13,629	21,370
Time in Lieu	5,091	2,218
	131,916	132,600
Non Current		
Redundancy	54,685	75,714
	54,685	75,714

Note 5 Other Current Liabilities

	2016 \$	2015 \$
Income in Advance	Nil	323,258
Provision for Information Technology	3,300	Nil
Tax Payable/(Receivable)	(2,302)	29,956
	998	353,214

Note 6 Leasing Commitments

Operating Lease Commitments

	2016 \$
Rent of offices in Armidale, Dubbo, Broken Hill, and Tamworth	
Payable – minimum lease payments:	
– not later than 12 months	9,018
– between 12 months and five years	18,855
– greater than five years	Nil
	27,873

New England & Western Tenants Advice & Advocacy Service Inc.

Notes to and forming part of the Financial Statements For the Year Ended 30 June 2016 (Cont.)

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 months 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 Broken Hill office was occupied under an MOU with Far West Community Legal Service Inc. on an annual basis, with rent payable quarterly in advance. The Broken Hill office was relinquished as at 30 June 2016. 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

In June 2016 the organisation agreed to the purchase of a new server estimated to cost approximately \$3,300.

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.

Notes to and forming part of the Financial Statements
For the Year Ended 30 June 2016 (Cont.)

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.

New England & Western Tenants Advice & Advocacy Service Inc.

Statement by Members of the Committee For the Year Ended 30 June 2016

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 Associations Incorporation Act NSW 2009 and 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 2016 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:

30

August 2016

New England and Western Tenants Advice
and Advocacy Service Incorporated
ABN 31 279 732 390

Armidale

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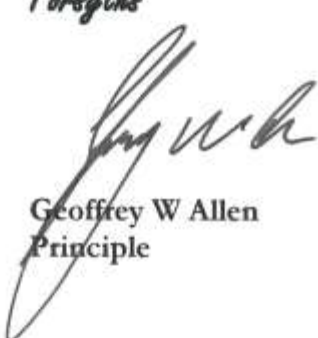
Forsyths Business Services Pty Ltd
ABN 66 182 781 401

**AUDITOR'S INDEPENDENCE DECLARATION
UNDER SECTION 60-40 OF THE AUSTRALIAN CHARITIES AND NOT-
FOR-PROFITS COMMISSION ACT 2012
TO THE DIRECTORS OF THE ASCENT GROUP AUSTRALIA LIMITED**

I declare that, to the best of my knowledge and belief, during the year ended 30 June 2016 there have been:

- i. no contraventions of the auditor independence requirements as set out in the *Australian Charities and Not-for-profits Commission Act 2012* in relation to the audit; and
- ii. no contraventions of any applicable code of professional conduct in relation to the audit.

Forsyths


Geoffrey W Allen
Principle

30 August 2016
92 Rusden Street, Armidale

New England and Western Tenants Advice
and Advocacy Service Incorporated
ABN 31 279 732 390

Armidale

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PO Box 114
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Forsyth's Business Services Pty Ltd
ABN 66 182 781 401

Independent Auditor's Report

Report on the Financial Statements

We have audited the accompanying financial statements of New England & Western Tenants Advice and Advocacy Service Incorporated which comprises of, the statement of financial position as at 30 June 2016, statement of profit or loss and other comprehensive income, statement of changes in equity and statement of cash flows for the year then ended, notes to the financial statements, and the statement by members of the committee.

Committee's responsibility for the Financial Statements

The committee of New England & Western Tenants Advice and Advocacy Service Incorporated is responsible for the preparation of the financial statements, and has determined that the basis of preparation described in Note 1 is appropriate to meet the requirements of the *Associations Incorporation Act (NSW) 2009* and *Australian Charities and Not-for-profits Commission Act 2012* and is appropriate to meet the needs of the funding body. The committee's responsibility also includes such internal control as the committee determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's responsibility

Our responsibility is to express an opinion on the financial statements based on our audit. No opinion is expressed as to whether the accounting policies used as described in Note 1, are appropriate to meet the needs of the members. We conducted our audit in accordance with Australian Auditing Standards. Those standards require that we comply with relevant ethical requirements relating to audit engagements and plan and perform the audit to obtain reasonable assurance whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to

design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by the members of the board, as well as evaluating the overall presentation of the financial statements.

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

Independence

In conducting our audit, we have complied with the independence requirements of Australian professional ethical pronouncements.

Opinion

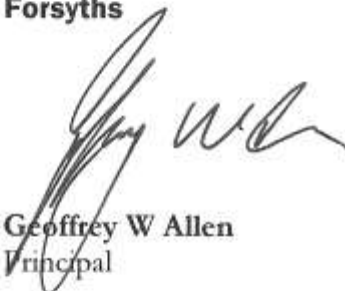
In our opinion, the financial statements of New England and Western Tenants Advice and Advocacy Service Incorporated are in accordance with *The Associations Incorporations Act 2009* and Division 60 of the *Australian Charities and Not-for-profits Commission Act 2012*, including:

- (a) giving a true and fair view of the association's financial position as at 30 June 2016 and of its performance for the year ended on that date; and
- (b) 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 of Accounting and Restriction on Distribution

Without modifying our opinion, we draw attention to Note 1 to the financial statements which describes the basis of accounting. The financial statements are prepared for the purpose of fulfilling the committee's financial reporting responsibilities under *The Associations Incorporations Act 2009* and *Australian Charities and Not-for-profits Commission Act 2012*. As a result, the financial statements may not be suitable for another purpose.

Forsyths



Geoffrey W Allen
Principal

92 Rusden Street, Armidale,

Dated this 30th August 2016