AFFIDAVIT

PART A: APPLICANT'S AND RESPONDENT'S DETAILS

Applicant

Gordon James Craven

Respondent

Saurav Kataria
Ashleigh Kataria
S.N.A. Group Pty Ltd

PART B: CASE NUMBER (if known)

APL305-23

PART C: DETAILS OF AFFIDAVIT

I Gordon James Craven of 46 Oval Avenue Caloundra in Queensland state on oath :

1. Exhibited hereto and marked as "EXHIBIT A", is my document titled SUBMISSIONS BY THE APPELLANT consisting of 11 pages and dated 16 October 2023.

1.1. Two copies of that document were emailed via; enquiriesQCAT@justice.qld.gov.au & QCATCivil@justice.qld.gov.au to the Registry on 16 October 2023 with a request for a sealed document to be returned by email.

1.2. Two hard copies of the document were also posted to the Registry on 16 October 2023.

1.3. Despite my request, a sealed document was not returned, nevertheless unsealed copies were served by emails to the Respondents on 17 October 2023.

1.4 I hereby depose that all facts I have set out in that document "EXHIBIT A", are true and correct to the best of my knowledge.

2. Exhibited hereto and marked as "EXHIBIT B", is my document titled SUBMISSIONS BY THE APPELLANT IN REPLY consisting of 8 pages with a further 7 pages attached, and dated 20 November 2023.

2.1. Two copies of that document were emailed via; enquiriesQCAT@justice.qld.gov.au & QCATCivil@justice.qld.gov.au to the Registry on 20 November 2023.

2.2. Two hard copies of the document were also posted to the Registry on 20 November 2023.

2.3. To the best of my recollection, two unsealed copies were served by emails to the Respondents on 20 November 2023.

2.4 I hereby depose that all facts I have set out in that document "EXHIBIT B", are true and correct to the best of my knowledge.

3. Today (15 April 2024) I have received a response to my Office of Fair Trading (OFT) previous complaint about Ms. Eliza Back (on behalf of the Respondents) fabricating a lie to the Tribunal hearing of 29 August 2023, which had been received as evidence.

3.1 Exhibited hereto and marked as "EXHIBIT C", consisting of 3 pages is a true copy of that OFT response, essentially stating that the matter is a matter for the Queensland Police Service (QPS) to investigate, and not the OFT.

3.2 Given this confirmation that the matter is a criminal matter, I believe it is appropriate for me to make this Affidavit deposing to the truth of the documents "EXHIBIT A" and "EXHIBIT B".

3.3 Should the Appeal Tribunal require any other documents that I have filed in the Registry to be similarly deposed as being the truth, I am happy to do so.

GC

PART D: SIGNATURE

Sworn by:

GORDON JAMES CRAVEN

on

15 April 2024

at

Caloundra QLD

in the presence of:

G. Craven	
Person making affidavit to sign	**Person taking affidavit to sign**
GORDON JAMES CRAVEN	George Farmer JP (Qual)
Print name	**~~Commissioner for declarations~~/ ~~solicitor~~/justice of the peace.**

JUSTICE OF THE PEACE (QUALIFIED) QUEENSLAND GOVERNMENT Reg No. 97915 DEPT OF JUSTICE & ATTORNEY GENERAL

This page and pages 01 to 11 are the Particulars marked "A" referred to in the affidavit of

Gordon James Craven

Sworn/~~Affirmed~~ before me at Caloundra this 15 day of April 20 23

Deponent

JP(Qual)/C.Dec

"EXHIBIT A"

QCAT APPEAL SUBMISSIONS

QCAT Application: APL305-23

Applicant: **Gordon James Craven**

Respondents: **Saurav Kataria**
Ashleigh Kataria
S.N.A. Group Pty Ltd

SUBMISSIONS BY THE APPELLANT

Made according to Directions of Member Lember of the Appeal Tribunal on 26/09/2023

GROUND 1

The Applicants (tenants) were taken by surprise by the Respondents introducing False and Misleading Information (FMI) to the Tribunal which was received as evidence.

SUBMISSIONS TO GROUND 1.

1. **At page 2 of the Reasons at lines 14 to 16**; the Adjudicator has erred by stating the following and believing it to be true when it was not true :

> *The agent has given evidence in relation to the solar being put into the owners 'name as an administrative error. The owners were planning to give the solar rebates to the tenants.*

1.1 It is well established settled law that surprise [1] can and does lead to procedural unfairness. The Applicants were taken by complete surprise by Ms. Eliza Black for the First and Second Respondents raising without notice, the Claims being :

(a) *Administrative Error*; and

(b) *The owners were planning to give the solar rebates to the tenants* [2].

2. Had the Claims been genuine, they should have been :

(a) made known to the tenants at the time of being discovered, in order for the tenants to sign a 12 month lease renewal; and/or

(b) included in the Response document [3] in this subsequent proceeding.

3. In fact, the tenants were not made aware of the Claims until the hearing on 29 August 2023, which made the Response document misleading by omission, and caused the tenants to be substantially disadvantaged in being totally unprepared for the Claims.

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1. *Lyons v Building Services Authority & Anor* [2011] QCATA 240 at [13].
2. Page 2 lines 14 to 16 of Reasons for Decision.
3. Document 16, QCAT Response Q1363-23 online portal.

4. A **Timeline** illustrates how the tenants were unaware of the Claims prior to the hearing, simply because they did not exist, and that the Claims have been fabricated for the purpose of misleading the Tribunal, and disadvantage to the tenants by way of surprise.

TIMELINE

5. **Timeline of events showing the Claims to be false :**

(a) By way of document "**B**" in the Evidence Schedule (annexed to the Statement of Claim (SoC)) and dated 16 March 2023, the Respondents offered the tenants a lease renewal for 12 months within a linked 42 page Electronic Document* *version of the lease renewal.*

(b) Hidden (hidden because it was not specifically brought to the attention of the tenants) within that Electronic Document at page 22, that there was an Amended Special Condition (ASC) which is titled "Solar":

(i) ***Solar***

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

which replaced the previous Solar Special Condition;

(ii) ***Solar***

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

for which the tenants had agreed to a $60.00 per week rent increase [4].

(c) The ASC was not acceptable to the tenants because, amongst other things [5] :

(i) it walked back on the previous Solar Special Condition agreement; and

(ii) the tenants would lose their pensioner electricity concession provided by the government, along with the negotiated solar rebate; and

(iii) the First Respondents had no entitlement to transfer the electricity into their name so as to retrieve the solar rebate given to the tenants for a $60.00 per week increase in rent, and

(iv) a non negotiable demand to sign (per doc. "**B**" Evidence Schedule).

(d) As per paragraphs 9 of the SoC, the tenants made the Respondents aware of their rejection by way of a complaint letter which is marked "**C**" in the Evidence Schedule being sent the Second Respondent on 20 March 2023 by way of the following email addresses :

- eliza.black@ coronis.com.au; (Eliza Black)
- sunshinecoast.pm3@coronis.com.au; (Pippy Burley)
- info@coronis.com.au.

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* Application for leave to introduce supplementary evidence, i.e. the 42 page document

4. Particulars H of paragraph 6 of the SoC <AND> page 18 of Exhibit "A-1" in the Evidence Schedule.

5. Paragraphs 7 to 8 of the SoC.

(e) Upon receipt of the document "C", Ms. Black had an opportunity to inform the tenants of the Claims (if they existed), and rectify the situation.

(f) However Ms Black for the Respondents did not do that, and remained silent on the Claims when replying to the tenants by email of 21 March 2023* acknowledging a problem with the document "**B**" being *"heavy handed and demanding"*.

(g) By return email of 21 March 2023, the tenants informed Ms. Black for the Respondents that : *"The proposed Solar / Electricity changes are the ones we are most concerned about".**

(h) AGAIN the tenants were not informed about the purported Claims.

(i) Having not received any response from the Respondents regarding the ASC issue, on 23 March 2023 by email to :

- eliza.black@coronis.com.au (Eliza Black)
- sunshinecoast.pm3@coronis.com.au (Pippy Burley)

the tenants served a legal notice titled NOTICE OF INTENTION TO SEEK RTA / QCAT RESOLUTION, on the Respondents, a copy of which is marked "**D**" in the Evidence Schedule.

(j) AGAIN the tenants were not informed about the purported Claims.

(l) Instead of responding to the Solar Issues, on 27 March 2023 the Respondents arrogantly reproduced the ASC in another 12 month lease renewal offer, by way of the document marked "**E**" in the Evidence Schedule, which also sought to contract away further issues raised in the document "**C**".

(m) By way of the document marked "**F**" in the evidence Schedule on 31 March 2023, the tenants emailed a further more detailed complaint regarding the ASC and other issues.

(n) AGAIN the tenants were not informed about the purported Claims.

(o) In Reply [6] to the unsigned Response document [7], at paragraph 3.2, it was pointed out that there had been no response to the substantive "Solar" issue complained about (thus causing a 12 month lease renewal not to be signed).

(p) AGAIN the tenants were not informed about the purported Claims, when it is so obvious that informing the tenants of the "Administrative Error" would have resolved the issue, with the 12 month tenancy being signed.

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* Application for leave to introduce supplementary evidence, i.e. copies of the emails.

6. Document 17 by the Applicants, QCAT Submissions Q1363-23 online portal.

7. Document 16 by the Respondents, QCAT Response Q1363-23 online portal.

6. The Timeline evidences, that within the initial & reproduced 12 month lease renewals :

(a) the ASC was intentionally, and not erroneously, included within the renewals;

(b) and there was never a plan to give the solar rebates to the tenants;

and the Claims made by Ms. Black for the Respondents at the hearing, are false and nothing other than a disgraceful display of contempt for the Tribunal and the tenants.

7. By Ms. Black making the false Claims, and thereby seeking to distance herself and the Respondents from the ASC by misleading the Tribunal, surely must demonstrate how onerous the ASC was, that the Respondents sought to impose on the tenants.

8. If the ASC had **not** been present in the first 12 month lease offer (or even the second 12 month lease offer), the tenants would have signed that lease (with the initial 5(b)(ii) term re-inserted), as they had no desire to have to move the location of their family home [8], and had given notice of that via document "**C**" by conveying :

> *Our circumstances (as you have previously been made aware of), are that my wife and I are age pensioners, along with two grandchildren with disabilities that require stability, and our daughter (tenant Angela) is their mother and disability carer.*
> *Accordingly we are extremely reluctant to moving our home, because it is not only very expensive to do so, it is time-consuming, emotionally taxing, extremely difficult, stressful, depressing and brings about the problem of access to the current special school catchment area.*

9. The facts of the matter are, that because of the ASC being within the proposed two 12 month lease renewals, which provided for the First Respondent owners with a means to claw back the bargain at 5(b)(ii) above, at the expense of the tenants losing their government rebates, which the First Respondents were not entitled to do, the tenants were within their rights to refuse, and did refuse, to sign either of proposed 12 month renewals, by reason of the renewals being onerous by containing the ASC.

10. However Ms. Black argued to the Adjudicator that the tenants should have taken up a subsequent 6 month tenancy offer* which the Respondents had refused to explain the reasons for the offer being reduced to 6 months by their words :

"**The owners are not required to provide you with a reason for their lease renewal offer**" [9]

10.1 It is submitted that because of :

(a) the then refusal to provide reasons; and

(b) along with the reasons as set out at paragraph 13 of the SoC; and

(c) the 100% rebate per paragraph 5(b)(ii) above costing the tenants $60.00 per week, was not present in the 6 month offer, thus creating unknown consequences;

the tenants were entitled to reject the 6 month offer as also being onerous, and did so.

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8. Paragraphs 17 and 20 to 21.2 of the SoC.

* Application for leave to introduce supplementary evidence, i.e. the 6 month lease.

9. Paragraphs 12.2 and 15.5 of the SoC.

11. As such, a finding of retaliatory behaviour is appropriate, given :

(a) the serving of a Form 12 Notice to Leave, was because the First Respondents did not get their way of locking the tenants into an onerous agreement; and

(b) it is clearly unconscionable and wrong, to require the vulnerable tenants [10] to enter into an onerous tenancy agreement, and then issue a Form 12 Notice to Leave upon their refusal to do so; and

(c) the issues being set against the backdrop of paragraph 19 of the SoC where various instances of Section 22(1) of the ACL are listed to assist in building a total picture of Unconscionable Conduct; and

(d) the false & misleading Claims made by the Ms. Black for the Respondents, illustrating the level of egregiousness that Ms. Black for the Respondents will stoop to, in attempting to escape the consequences imposing the ASC.

11.1 Consequently it is submitted, that the Appellant is entitled to the compensation, declarations and orders being sought, pursuant to sub-section 426(4) RTRA Act and/or sub-section 246A(4) RTRA Act, as the SoC contained an Urgent Application.

WHO CREATED THE ADMINISTRATIVE ERROR FALSE EVIDENCE and WHY ?

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

12.1 This is not the sort of error that could be accidentally introduced, because it simply did not, and could not, exist until someone expressly created it.

13. It can only be that the so called unexplained *Administrative Error* was created by :

(a) an express creation by the First Respondents, given that Ms. Eliza Black for the Respondents has stated that she only follows instructions of her property owner clients as required by legislation (albeit being unable to name that legislation [11]), and further lied to the Tribunal that she had informed the tenants of the legislation by way of an email causing the Adjudicator to be again misled at : Page 3 lines 28 to 31 of the Reasons [*]; or

(b) a unilateral express creation by Ms. Black without instructions; or

(c) an express creation by agreement between First Respondents and Ms. Black.

13.1 The Timeline shows that the Claims did not exist. If they had existed, surely the tenants would have been informed so that they could sign the 12 month lease [12]. However the Claims were intentionally created for being introduced at the hearing without notice, for the purpose of creating a disadvantage to the tenants and misleading the Tribunal.

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10. Paragraphs 20 to 22.1 of the SoC.

11. Paragraphs 23 to 23.4 of the SoC.

* Application for leave to introduce supplementary evidence, i.e. the email.

12. Paragraph 8 above.

GROUND 2

The introduction of the FMI evidence, was calculated to mislead the Tribunal.

SUBMISSIONS TO GROUND 2.

14. Given the facts within the Timeline, and the fact that the ASC was contained within *the said two12 month lease offers, thus making them onerous, it cannot be clearer that :*

- the *Administrative Error*; and
- *the owners intended to give the solar rebates to the tenants*;

are lies calculated to mislead the Tribunal into thinking the ASC was an innocent Administrative Error being rectified by a 6 month lease, when that was not the case because the 6 month lease was just as onerous, as per paragraphs 10 & 10.1 above.

14.1 It goes without saying, that misleading the Tribunal is contrary to Section 216 of the QCAT Act | Section 18 of the ACL | Article 9(a) of the REIQ Standards of Business Practice | *Section 14 of the Real Estate Agency Practice Code of Conduct.*

GROUND 3

The Tribunal was misled by the FMI evidence, thus causing erroneous findings.

SUBMISSIONS TO GROUND 3.

15. Given there was a primary focus by the Adjudicator on the Solar issues during the hearing and the fact that it was the first issue that the Adjudicator dealt with in her written Reasons, it is clear that the Adjudicator has relied upon the lies by Ms. Black for the Respondents, which has led the Adjudicator into the error of dismissing the *Q1363-23 Application.*

15.1 Further, the false Claims led the Adjudicator into erroneously thinking that the ASC was not intentional and it was all an honest mistake, when that was not the case. Obviously false Claims can cause an error in deliberations, and the findings of the deliberations are cast in doubt. As such the Appellant trusts the Appeal Tribunal to correct the injustice caused to the tenants.

GROUND 4

There was no reliance on FMI evidence within the Response filed in the Registry to the Statement of Claim. As such the Response was misleading by omission, in the circumstances of Ground 1.

SUBMISSIONS TO GROUND 4.

16. This ground has been dealt with at paragraphs 2, 3 and sub-paragraph 5(o) above.

GROUND 5

The Adjudicator erred, by giving weight to the FMI evidence that was false and did not exist, in particular the evidence of an "Administrative Error".

SUBMISSIONS TO GROUND 5.

17. The Adjudicator erred by being too ready, and was seen to be too ready, to adopt the false Claims of Ms. Black, in particular when the tenants made an outcry that Ms. Black was lying about the "Administrative Error", which the Adjudicator ignored [13].

17.1 The false Claims were effective because they were launched by surprise and despite the outcry by the tenants, the Adjudicator erred by not inquiring as to how and when the purported error happened, and why it was not communicated to the tenants.

GROUND 6

The Adjudicator erred, by not giving proper weight to the true facts in the Statement of Claim before the Tribunal, evidencing that there could be no "Administrative Error"

SUBMISSIONS TO GROUND 6.

18. The SoC with annexed Evidence Schedule, contained evidence available to the Adjudicator to show that the "Administrative Error" could not have taken place.

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

18.2 Had the tenants been forewarned of the specious Claims, the Timeline would have been submitted to the hearing on 29 August 2023.

GROUND 7

The Adjudicator erred, in not applying the provisions of Australian Consumer Law and other industry standards, by finding that behaviour alleged as unconscionable in the Statement of Claim was not unconscionable, by reason of the behaviour being "normal practice", "common practice" or "business as usual".

SUBMISSIONS TO GROUND 7.

19. The Adjudicator erred, by failing to properly consider that the Unconscionable Conduct provisions of :

- Sections 21 and 22 of the Australian Consumer Law (ACL); and
- Article 9(b) of the REIQ Standards of Business Practice; and
- *Section 15 of the Real Estate Agency Practice Code of Conduct;*

were relevant to the issues before the Tribunal.

13. The Transcript will show this, when it becomes available.

19.1 The Adjudicator erred, by finding that there was no Unconscionable Conduct, because the behaviour of the Respondents was "normal practice" [14] or "common practice" [15] or "business as usual" [16] within the property rental industry.

19.2 By reason of 19.1, the Adjudicator seemingly had an erroneous belief that :

(a) behaviour that is "normal practice", "common practice", and "business as usual", within the property rental industry, is excused from the provisions set out at 19 above: or

(b) that the RTRA Act overrode the provisions set out at 19 above

19.4 The Adjudicator erred by summarily dismissing paragraph 19 of the SoC, and all unconscionable claims within the SoC which illustrated the power imbalance, along with other unconscionable factors, without any proper deliberation or taking into consideration the factors of sub-section 22(1) of the ACL.

19.5 Similarly, the Adjudicator in summarily dismissing paragraph 19 of the SoC, and all unconscionable claims within the SoC, has erred in failing to consider how the vulnerable circumstances of the tenants, as pleaded at paragraphs 20 to 22.1 of the SoC, are relevant to the issues of Unconscionable Conduct.

GROUND 8

Once written reasons and transcript are received, many instances of bias will be provided in submissions, which show the Adjudicator favouring the Respondents.

GROUND 8 HAS BEEN HAMPERED BY THE NON DELIVERY OF THE TRANSCRIPT BY QTranscripts. The Transcript was ordered on 29 August 2023 the same day as the hearing, being over 6 weeks ago. Several representations were made about delivery of the transcript with the last representing that it would be delivered by Friday 13 October. As of 5.00pm 13 October it has not been delivered and my inquiry to QTranscripts on 13 October remains ignored. A complaint to the Queensland Ombudsman regarding DJAG appears likely.

SUBMISSIONS TO GROUND 8 without the benefit of a transcript.

20. The Adjudicator was seen to be assisting Ms. Black by :

As per Ground 7, without any sign of proper due process, the Adjudicator summarily dismissed the claims of unconscionable conduct, by saying words to the effect of, *"I can find no unconscionable conduct here"*.

14. The Transcript will show this when it becomes available.

15. Page 2 line 26 of the Reasons.

16. Page 3 lines 4 to 7 of the Reasons.

20.1 The Adjudicator was seen to be assisting Ms. Black by stating :

Words to the effect; *"Had you signed that 12 month lease before the owner became pregnant, you would have been there for 12 months but you still could have been issued with a notice to leave within that 12 months because the owners needed to move back in".*

20.1.1 This appeared to be clearly wrong, in that the First Respondents had the entitlement to breach a 12 month lease, so the adjudicator was asked to clarify if the owners were entitled to breach a 12 months lease because they needed to move back in, to which the Adjudicator did not respond, and went on to another subject.

20.1.2 Further, the Adjudicator missed the point that, had the 12 month lease been signed, it would mean that the ASC had been accepted.

20.2 The Adjudicator was seen to be assisting Ms. Black by stating :

Words to the effect; *"that some agencies issue a Form 12 at the start of the lease"*

20.2.1 It is difficult to see how the giving of Form 12 notice at the start of the lease could be considered retaliatory. As such, it can be seen as creating a loophole in the RTRA Act by defeating the intention and purpose of sections 426, 291 and 246A of that Act.

20.2.2 A Form 12 was not issued to the tenants at the start of their tenancy, as such it was immaterial and not relevant to the issues before the Adjudicator. To even mention it when it wasn't even relevant, is seen to be giving unwarranted argument to assist Ms. Black and discourage the tenants from making their claims.

20.3 The Adjudicator was seen to be assisting Ms. Black by the following :

When Ms. Black first provided false evidence about the "Administrative Error", there was an outcry from the tenants that she was lying and that the so called error had not been communicated to the tenants. The Adjudicator ignored the outcry and did nothing about seeking further information from Ms. Black about when and how the error came about and when it was purportedly communicated to the tenants, and if it wasn't communicated, why not.

20.3.1 **The gravamen is...** if the so called error had been communicated to the tenants :

- a 12 month lease would have been signed; and
- the tenants would not have moved out of the tenancy into another tenancy; and
- there would have been no QCAT proceedings; and
- the First Respondent owners have lost an excellent tenant, and as the property appears to not being re-leased, they have lost the $810.00 per week rent.

20.4 The Adjudicator was seen to be assisting Ms. Black by the following :

Paragraphs 23 to 23.3 of the SoC is critical of Ms. Black for making the following statement :

"we are required to follow the owners instructions inline with our legislation"

and the inability to identify the legislation she was referring to.

20.4. When this came up at the hearing, before Ms. Black could speak, the Adjudicator answered *"Property Occupation Act"* on behalf of Ms. Black, who came back with more lies per 13(a) above, which the Adjudicator appeared to believe.

SUPPLEMENTARY GROUND 10

SECTION 291 OF THE RTRA ACT

21. The Adjudicator erred in failing to consider or deliberate on paragraph 16.2 of the Statement of Claim, in that the Form 12 Notice to Leave was served pursuant to section 291(1) of the RTRA Act while the provisions of section 291(2) prohibits this to happen in the circumstances of the Respondents having been served with :

(a) document "**C**" in the Evidence Schedule, a Notice of Reservation of Legal Rights;

(b) document "**D**" in the Evidence Schedule, a Legal Notice of intention to seek RTA / QCAT resolution.

(c) document "**F**" in the Evidence Schedule, a re-assertion of the Legal Notice.

21.1 As such, there had been no entitlement to give a Form 12 Notice to Leave to the tenants, and accordingly the Tribunal may make an order pursuant to sub-section 426(2) of the RTRA Act.

21.2 The said Form 12 Notice to Leave was responsible for the second 12 month tenancy [17] being terminated and not being renewed, thus causing the tenants to lose the stability of a 12 month tenancy.

21.3 Consequently it is submitted, that the Appellant is entitled to the compensation pursuant to sub-section 426(4) of the RTRA Act.

21.4 At sub-paragraph 24(xi) of the SoC compensation is sought for the tenant's removal expenses and expenses incurred for a 2 week rent overlap period, and it is submitted that this to be the appropriate relief pursuant to 426(4) of the RTRA Act.

21.5 As per document 34 on the QCAT Q1363-23 portal :

QCAT Q1363-23 SUBMISSIONS TO HEARING ON 29/08/2023

The amount of compensation is quantified at paragraph 8 to 8.4 being $2832.60 along with the declarations requested.

17. Paragraph 6 of the SoC.

PLEASE NOTE - The relief claimed in the SoC is at paragraph 24. At sub-paragraph 24(iv) there is a typographical error where "*292(2) and/or 292(3)*" should be 291(2) and/or 291(3).

SUPPLEMENTARY GROUND 11

THE EXTORTION ANALOGY

22. The behaviour regarding lease renewal by way of the wording within documents "**B**" and "**E**" of the Evidence Schedule (with Ms. Black admitting it to be heavy handed and demanding), which was seen by the tenants to be a non negotiable DEMAND to sign a 12 month lease renewal within 7 days if they wanted to keep their tenancy; and

22.1 with the proposed lease renewal containing an unconscionable special term hidden within 42 pages of legalese, that gained the owners an unfair BENEFIT (having the electricity account being transferred into the owners name so they could benefit from the Solar Rebate that they had sold to the tenants for $60.00 per week), that the owners were not entitled to; and

22.2 along with a THREAT to issue a Form 12 Notice to Leave if the lease is not signed;

22.3 is seen to have all the elements of Extortion as defined by section 415 of the Queensland Criminal Code (QLD).

22.4 While it is not argued that this behaviour is criminal extortion, the Appellant certainly believes it to be unconscionable.

SIGNED :

Gordon Craven - Appellant

DATE : 16 October 2023

Filed in the Tribunal by email and Express Post.

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

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

This page and pages...01.....to...15.....are the Particulars
marked "...B..." referred to in the affidavit of
.....Gordon Thomas Cowan.....
Sworn/~~Affirmed~~ before me at.....Coleman AB.....this..15....day
of.....April..... 20..22..

....
Deponent JP(Qual)/~~C.Dec~~

QCAT APPEAL REPLY SUBMISSIONS

QCAT Application: APL305-23

"EXHIBIT B"

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

SUBMISSIONS BY THE APPELLANT IN REPLY

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

STANDING TO APPEAR IN THE PLACE OF RESPONDENT PARTIES

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

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

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

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

APPEARANCE BY MS. BLACK AS THE SECOND RESPONDENT

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

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

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

1 of 15

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

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

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

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

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

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

APPEARANCE BY MS. BLACK AS THE FIRST RESPONDENTS

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

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

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

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

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

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

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

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

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

IN THE EVENT OF A FINDING THAT THERE WAS AUTHORISATION

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

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

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

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

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

A CORE ISSUE IN THESE PROCEEDINGS

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

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

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

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

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

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

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

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

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

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

5.7 **Paragraph 9**. The paragraph states:

"the Solar term is standard wording from the agent's system being used at the time".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. Transcript page 15 line 18.

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

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

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

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

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

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

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

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

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

6. RELIEF

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

SUMMARY

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

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

SIGNED :  Gordon Craven - Appellant

DATE : 20 November 2023

Filed in the Tribunal by email and Express Post.

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

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

RESPONDENTS SUBMISSIONS NUMBERED BY APPELLANT

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

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

RESPONSE TO SOLAR

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

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

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

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

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

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

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

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

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

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

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

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

RESPONSE TO 426(4) Disputes about lessors' notices

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

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

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

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

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

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

RESPONSE TO 246A Retaliatory action taken against tenant

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

291Notice to leave for end of fixed term agreement

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

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

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

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

ABN: 86 113 271 766

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

ACN: 113 271 766

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

13 November 2023

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

Ms. Eliza Black
Coronis
9 Nicklin Way
Minyama QLD 4575

Dear Ms. Black,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

You prompt attention to this matter would be appreciated.

Yours faithfully

Gordon Craven - Appellant

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

Tracey Kelly <tracey@coronis.com.au> 13 November 2023 at 1:04 pm

QCAT Appeal: APL305-23

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

Good Afternoon Gordon,

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

Thank you and Regards
Tracey

1.5 of 15

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

532 Lutwyche Road | Lutwyche | QLD | 4030
coronis.com.au | One Coronis. Many Solutions.

This page and pages 01 to 03 are the Particulars marked "C" referred to in the affidavit of Gordon James Cowan

Sworn/Affirmed before me at Calgary this 15 day of April 20 24

Deponent

JP(Qual)/~~C.Dec~~

From: **Nadine Bourgoin** Nadine.Bourgoin@justice.qld.gov.au
Subject: Reference Number - C-2024-26333 CRM:0000177001038
Date: 15 April 2024 at 9:17 am
To: Gordon Craven gordon@getmail.com.au

"EXHIBIT C"

Dear Mr Craven,

I write to acknowledge receipt of your recent email enquiries that were responded to by the Office of Fair Trading's (OFT) Case Assessment Response and Trust Account team. I apologise if the initial assessment of your concerns were incomplete and confirm receipt of three (3) enquiries received by the OFT from you, reference ID BVIXMZYO and VDG2S4GF about Eliza Black and Coronis Rentals.

Your enquiry submission referred to as VDG2S4GF reports Eliza Black and or Coronis Real Estate were involved in recent judicial proceedings in which they deliberately gave false or untrue evidence. I understand the outcome of these proceedings may be subject to an appeal and that you are requesting the OFT take an interest in the alleged behaviour of those involved with a view to revoking their license or registration.

Allegations of giving false testimony during a judicial process are of a serious criminal nature and the OFT is not authorised to investigate these types of complaints, but the Queensland Police Service (QPS) may be able to consider your complaint under the relevant section of the criminal code. If QPS investigations result in a prosecution against a person that is the holder of a real estate agent or real estate salesperson registration certificate, the OFT will then be able to consider the person's suitability to remain licensed or registered.

The OFT is absolutely interested in the concerns you have raised but must await the outcome of any QPS investigations before it can further consider your request.

Yours sincerely

Nadine Bourgoin
Service Delivery Officer
Harm Prevention and Regulation
Department of Justice and Attorney-General

Unit 5/54 Baden Powell Street
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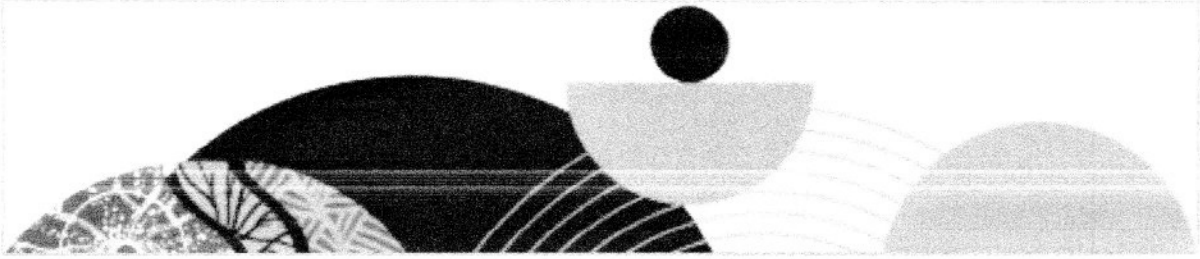
Queensland Government



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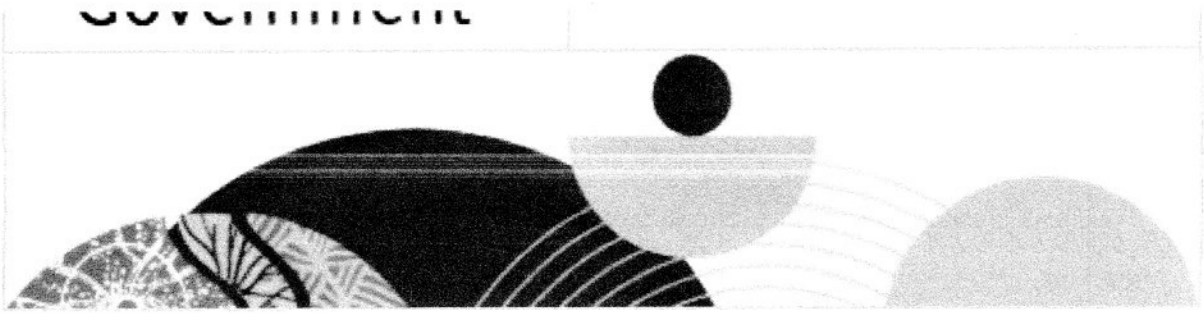

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