

Subject: Re: RDRV – Case RT252398 – 33 Camberwell Rd, Hawthorn East, VIC, 3123
From: Chawakorn Kamnuansil <ck.chawakorn@gmail.com>
Date: 11/7/68, 13:18
To: Johnson Tan <johnson.tan@areal.com.au>
CC: Areal Property MPM <mpm@email.propertyme.com>, "Cases@courts.vic.gov.au" <Cases@courts.vic.gov.au>, "bewty980219@gmail.com" <bewty980219@gmail.com>, Sylvia Hao <sylvia.hao@areal.com.au>

Dear Johnson, Sylvia, and Team,

I am including Sylvia here, as she was notably quick to declare the \$800 compensation as *final* before I had any real opportunity to respond or negotiate. Please provide a clear explanation in writing of how this figure was determined.

To avoid any misunderstanding **by herself only (Sylvia)**, I must state plainly that **I do not accept or acknowledge this amount as adequate or final.**

S

Sylvia Hao - Areal Property Hawthorn (MPM)
to mpm, me

Jun 13, 2025, 5:22 PM ☆ ☺ ↶ ⋮

A

REAL

Dear Chawakorn,

I hope you're well, and thank you again for your continued engagement regarding the repair matter.

Following instructions from the rental provider, we are now arranging to proceed with the required repairs to the water-damaged wall and flooring. These works are necessary to prevent further deterioration of the property.

To ensure works can commence without further delay, please expect a formal Notice of Entry to be issued on Monday, 16 June 2025. This is in accordance with the Residential Tenancies Act and will confirm the entry date and time for the Owners Corporation's contractors to attend.

As previously advised, the repair process is estimated to take approximately 7–12 days. If you have any preferred times or specific availability for the week ahead, please feel free to share this by 12:00 PM Monday, 16 June, and we'll do our best to coordinate accordingly. However, please note that access must be provided to prevent further damage and comply with maintenance obligations.

In terms of rent compensation, a rent credit of **\$800** will be applied and reflected on your ledger. This offer has been confirmed by the rental provider as **final**, with no further compensation to be considered.

If you feel the current tenancy no longer suits your circumstances, the owner is open to discussing a mutual lease termination, without penalty, should you wish to explore that option.

Please don't hesitate to reach out with any further questions or concerns — we remain committed to a timely and fair resolution.

Warm regards,

Sylvia Hao
Relationship Manager

M

0420 675 561

P

03 9818 8991

A

33 Camberwell Road, Hawthorn East VIC 3123

Regarding your comment about resolving this matter *"as quickly and smoothly as possible,"* I am referring to the five Notices of Entry delivered within two days, followed by no one attending any of them. **Please provide written evidence from FIXD explaining why these appointments were cancelled or ignored.**

On the repeated suggestions to terminate my lease early without penalty, **why is your agency so determined to propose ending a tenancy I have maintained responsibly?** If this is effectively an admission that you cannot fulfill your obligations, stating that openly would be more professional.

Regarding involving the Owners Corporation: I am aware you would prefer not to accept sole accountability. However, I do not have any dispute with the OC. It appears the delays have mainly resulted from your own processes. If you believe involving the OC is necessary, please share their contact details, as I am considering contacting them directly to discuss whether we should explore a joint complaint regarding your handling of this matter.

For the avoidance of doubt, I expect **written, itemised clarification** of the following:

- **How the \$800 figure was calculated.**
- **What this amount is intended to cover.**
- **Evidence explaining the missed appointments.**
- **The reasons for repeated lease termination proposals.**

I will be collecting all relevant records before deciding whether escalation is appropriate.

I trust you will address these points clearly and in writing, without further delay.

Sincerely,
Chawakorn Kamnuansil
Tenant – Unit 1803
VCAT Ref: RT252398

On Wed, Jul 9, 2025 at 6:39PM Johnson Tan <johnson.tan@areal.com.au> wrote:

Hi Chawakorn,

Good evening and hope you're both doing well.

I'm following up on my previous email regarding the compensation from the OC.

Please know that I'm here to assist and help explore the best possible options for you.

At the end of the day, our shared goal is to have the issue resolved as quickly and smoothly as possible.

I completely understand your concerns about staying in the property during the repair work.

When FIXD inspected the property back in May, the initial estimate for the job duration was over 7 – 10 days.

However, due to the delays, the condition might have been deteriorated. Hence, FIXD is unable to provide a timeframe of the work.

As I have not yet received a confirmed response from the OC regarding the \$800 compensation offer, I would like to outline some options for you to consider:

1. Seek temporary accommodation during the works, and submit a reimbursement claim to the OC, who is ultimately responsible for the leak. While this is a valid option, I must note that we cannot guarantee the outcome of their approval.
2. Early lease termination without penalty. If you feel the property will be uninhabitable during the repairs and would prefer not to take the risk of seeking compensation from the OC, the rental provider is willing to allow you to break the fixed-term lease early with no penalties.
3. If you would like to further escalate this, you can have the OC joined as a party to residential tenancy application at VCAT

Please let us know which option you would prefer, or if there's anything else we can do to support you.

Thank you again, and wishing you a pleasant evening.

Kind Regards,



Johnson Tan
Senior Relationship Manager - Coverage

0420 846 041

johnson.tan@areal.com.au

03 9818 8991

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www.areal.com.au

A/REAL



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From: Johnson Tan
Sent: Monday, 7 July 2025 11:07 AM

To: Chawakorn Kamnuansil <ck.chawakorn@gmail.com>; Areal Property MPM
<mpm@email.propertyme.com>
Cc: Cases@courts.vic.gov.au; bewty980219@gmail.com; Sylvia Hao
<sylvia.hao@areal.com.au>
Subject: RE: RDRV – Case RT252398 – 33 Camberwell Rd, Hawthorn East, VIC, 3123

Hi Chawakorn,

Thank you for your email.

I would like to seek clarification on one thing, which I haven't received a certain answer yet.

I can see that there is a \$800 compensation, offered by the OC.

Is that compensation amount meant to be compensating the inconvenience during the work?

If so, I believe that is the reason why the OC didn't offer an alternative accommodation for this job.

If no, can you please forward the email of you rejecting that offer?

Thank you Chawakorn.

From: Chawakorn Kamnuansil <ck.chawakorn@gmail.com>
Sent: Friday, 4 July 2025 11:37 PM
To: Areal Property MPM <mpm@email.propertyme.com>; Johnson Tan
<johnson.tan@areal.com.au>
Cc: Cases@courts.vic.gov.au; bewty980219@gmail.com; Sylvia Hao
<sylvia.hao@areal.com.au>
Subject: Re: RDRV – Case RT252398 – 33 Camberwell Rd, Hawthorn East, VIC, 3123

Hi Johnson,

Resending this—just to be sure it doesn't get *lost* in whichever account you feel like using today.

Consider it a polite note that swapping signatures and email headers doesn't erase what's

actually happened here, or who is responsible.

Regards,
Chawakorn

On Fri, Jul 4, 2025 at 10:32PM Chawakorn Kamnuansil <ck.chawakorn@gmail.com> wrote:

Dear Johnson,

For clarity and to avoid further confusion:

Where, precisely, are we expected to sleep while industrial dryers operate in our only bedroom?

For how many days? What specific arrangements have you made to ensure we are not left without habitable space?

Let's be absolutely clear: I never confirmed anything. There is no message in which I agreed—because none exists.

It is remarkable that after over two months of delay, the only certainty you can offer is the threat of charges if access is denied—yet you remain unable to answer the most basic question about where your tenants will live.

If Sylvia chose to claim “confirmation” on my behalf, perhaps the cost of this entire situation belongs with her, not me.

I look forward to seeing whether you can provide an actual plan rather than more excuses.

Chawakorn Kamnuansil
Tenant – Unit 1803
VCAT Ref: RT252398

On Fri, Jul 4, 2025 at 5:55PM Johnson Tan – Areal Property Hawthorn (MPM) <MPM@email.propertyme.com> wrote:

 agent image

Hi Chawakorn,

Hope you are well.

In relation to the info you requested earlier:

SEND WITHIN 24 HOURS

1. Contractor legal name, licence number & 24-hour mobile
2. Day-by-day work scope (rooms, tasks, time estimates) for the full 7-day schedule
3. Risk statement – water / power interruptions & noise levels
4. Public-liability / PI insurance certificate
5. “Tax invoice.pdf” **and** the alleged “tenant-confirmation” screenshot
6. Daily-rate schedule for drying equipment **plus** written assurance that no “no-access” surcharge will be levied without a Tribunal order

Please refer to the reply from FIXD:

Site Contact:

Jesse – 0401 579 930

This is not a 24 hours mobile number, only available Mon–Fri (8AM – 4PM)

Mould Remediation Technicians:

Liam
Shanilka
Michael
Briana

DBA of equipment:

Dehumidifier – 52 decibels each

Air movers – 52–60 decibels (depending on speed setting) each

*Quantity installed cannot be confirmed due to the nature of repairs.

Electrician:

Rohan

Lic. A27097 and REC. 20531

*Please note, at this stage of the repairs, the only trade requiring a license is the electrician.

Public liability attached.

Thank you Chawakorn.

Johnson Tan
Senior Relationship Manager

M 0420 846 041

E johnson.tan@areal.com.au

P 03 9818 8991

A [33 Camberwell Road Hawthorn East VIC 3123](#)

On 3/07/2025 5:02 PM, Chawakorn Kamnuansil <ck.chawakorn@gmail.com> wrote:

To Johnson,

This email is a formal response to the multiple, legally defective 'Notice to Renter' documents issued by Areal Property. It outlines your non-compliance and contains a final demand for action.

Let us first establish the facts, based entirely on your own actions and documentation:

1. **Your Notices Are Invalid:** You deliberately marked "NO" on your own forms, formally declaring no details were attached. This renders them defective under the RTA.
2. **You Have Fabricated Evidence:** You have repeatedly relied on a non-existent "tenant-confirmation" to support your false narrative.
3. **Abdication of Professional Duty:** Your notice directs me to seek help from Consumer Affairs Victoria. This is a formal admission of your failure to perform your duties as an agent, attempting to outsource your responsibilities to me.

After 70+ days of this conduct, the direct result of your failures is that one simple, fundamental question remains unanswered. The proposed work is in our only bedroom. Sylvia's unprofessional suggestion to "stay at a friend's place" is not a

solution.

Therefore, a singular, fundamental question requires your immediate attention:

Where, precisely, are my roommate and I supposed to live while our bedroom is a work site?

To be clear, any refusal of entry based on an unworkable or unreasonable plan—similar to the unhelpful suggestions you have provided in the past—will not be considered a breach on my part. The responsibility to provide a viable, respectful solution rests entirely with you. **Consider this carefully.**

I require your clear, written plan for suitable temporary accommodation by **5:00 PM tomorrow, 4 July 2025.**

If you fail to provide this plan by the deadline, I will, without further notice, file an urgent application with VCAT and a formal complaint with Consumer Affairs Victoria. The complaint will detail the entire pattern of conduct outlined in this email, including your issuance of defective legal documents, fabrication of evidence, and abdication of professional duties.

Your own documents will form the basis of my submissions.

Chawakorn Kamnuansil

Unit 1803

VCAT Ref: RT252398

If you have any feedback regarding my service, please feel free to contact my manager.
Jamie Ong (Head of Property Management) jamie.ong@areal.com.au

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