

Subject: Re: Follow-up – Formal Demand & Statement Regarding Unresolved Repairs (Unit 1803)
From: Chawakorn Kamnuansil <ck.chawakorn@gmail.com>
Date: 6/6/68, 16:36
To: "Sylvia Hao – Areal Property Hawthorn (MPM)" <MPM@email.propertyme.com>

Dear Sylvia,

Thank you for your response dated Friday, 6 June 2025 at 11:50am.

As the primary resident of the property who has lived through weeks of unresolved water damage, I must reiterate that no one is more eager than I am to see the situation resolved quickly and properly. However, I am currently unable to provide consent for any repair work to begin.

Firstly, your email referred to repairs commencing on "Thursday, 6 June" a date which had already passed at the time of your message. This inconsistency is not just confusing; it is logistically impossible and calls into question the seriousness of the repair planning. Such unclear and last-minute communication cannot form the basis for valid consent.

Secondly, I must emphasise that I cannot authorise access until the following points are clearly confirmed in writing:

1. A definitive and specific repair timeline, including projected completion date.
2. Whether temporary relocation will be required, and if so, what arrangements or compensation are being offered.
3. Your position on my formal request for rent reduction and confirmation of non-liability, which remain outstanding.
4. Acknowledgment of the impact on my co-tenant, who is also named in the lease agreement, and who will equally be affected by noise and accessibility issues related to the drying equipment.

It is my responsibility to ensure that any agreement made does not inadvertently waive our legal rights or create further hardship. I must act cautiously, especially as the installation of industrial drying equipment operating 24/7 poses real disturbances something your office acknowledged in our previous phone call.

If I were to consent now without these matters resolved in writing, it could later be used to suggest that I accepted all resulting conditions, which I absolutely do not.

Therefore, I will only provide access once I receive formal written confirmation addressing all points above. Until then, I consider it unreasonable to demand a commitment from me, especially under these unclear and one-sided circumstances.

As noted in my formal demand, if a resolution is not reached within five (5) calendar days including weekends I will proceed to file an application with VCAT.

Kind regards,

Chawakorn Kamnuansil
ck.chawakorn@gmail.com

On Fri, 6 Jun 2025 at 11:50, Sylvia Hao – Areal Property Hawthorn (MPM)

<MPM@email.propertyme.com> wrote:

agent image

Dear Chawakorn,

Thank you for your email and the supporting documents outlining your concerns and formal request.

We understand the impact this situation has had on your tenancy and appreciate the way you've approached the matter. We will now forward your request and documentation to the Owners Corporation for consideration of a rent compensation claim based on the current circumstances.

In the meantime, we are aiming to proceed with the repair works as soon as possible. Could you kindly confirm whether works can commence on Thursday, 6 June 2025, or let us know your earliest availability to provide access?

We will continue to keep you updated as we receive further information from the Owners Corporation.

Kind regards,

Sylvia Hao
Relationship Manager

M 0420 675 561

P 03 9818 8991

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

On 6/06/2025 1:21 AM, Chawakorn Kamnuansil <ck.chawakorn@gmail.com> wrote:

Dear Sylvia,

I am writing with the intent of resolving this matter constructively and without escalation, if possible.

Over the past two months, I have reported the water damage issue multiple times in good faith, cooperated with your office, and done my best to remain in the property despite the difficulties. I am not trying to be confrontational; I simply need a clear and reasonable outcome, supported by appropriate action and communication.

Please find attached:

1.

A formal demand letter outlining my request for rent compensation, a firm repair timeline, and confirmation of non-liability – based on my rights under the Residential Tenancies Act 1997 (VIC).

2.

A supporting tenant statement summarising the verbal communication with your office around 2–3 June 2025, including the temporary accommodation proposal and its impractical conditions.

If a fair and written resolution is not reached within five (5) business days, I will have no choice but to initiate proceedings through VCAT. I sincerely hope this can be avoided and that we can achieve a reasonable solution for all parties involved.

I would appreciate your written response at your earliest convenience.

Kind regards,

Chawakorn Kamnuansil

ck.chawakorn@gmail.com

Attachments:

1.
Formal_Demand_Letter_Chawakorn.pdf
2.
Tenant_Statement_Chawakorn.pdf

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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Attachments:

Chawakorn_Response_Repair_Access.pdf

2.9 KB