

Notice of breach of duty to residential rental provider of rented premises



Residential Tenancies Act 1997 Section 208(1) and (2)

The renter may use this form to let the residential rental provider (rental provider, formerly known as landlord) know that they have breached their duty as a rental provider.

Part A – Information for the rental provider

This is a breach of duty notice. It tells you that the renter believes you have breached your duty as a rental provider. You can find details of the breach at section 4 of this notice, along with the required remedies and compensation (if any) required to be paid.

Reasons that a breach of duty notice may be issued

- On the day the renter will move in, the premises are not vacant or reasonably clean
- The premises do not comply with rental minimum standards by the day the renter moved in
- The rental provider has not taken all reasonable steps to ensure the renter has quiet enjoyment of the premises
- The premises have not been provided and maintained in good repair
- The rental provider has not taken reasonable steps to ensure that any common areas relating to the premises that are owned or controlled by the rental provider are maintained in good repair.
- Safety-related repairs and maintenance have not been undertaken, and/or have not been undertaken by a suitably qualified person
- Records of gas and electrical safety checks have not been kept and/or produced on request
- A replacement appliance, fitting or fixture that uses or supplies water, electricity or gas does not meet the prescribed minimum efficiency rating
- External doors are not fitted with functioning deadlocks (where applicable)
- Window locks have not been provided
- The rental provider changed the locks and has not provided the renter with a key.

Seeking advice

If you disagree with the specific reasons listed in section 4 of this notice, you should seek advice immediately by contacting one of the community legal organisations listed on the Consumer Affairs Victoria website. For further information, visit the renting section of the Consumer Affairs website at www.consumer.vic.gov.au/renting or call 1300 55 81 81.

Part B – Notice

1 Address of rented premises

Unit 168, 73 River Street, Richmond, Victoria

Postcode 3121

2 Renter details

Full name of **renter 1** Kyle Peyton

Full name of **renter 2** Sara LaBella

Full name of **renter 3**

Full name of **renter 4**

Note: If there are more than four renters, include details on an extra page.

3 Rental provider details

Full name of rental provider (this cannot be an agent's name)

Samuel Michael Howard Ellis

Rental provider address for serving documents (this may be an agent's address)

Hodges South Melbourne, 229 Park St, South Melbourne, Victoria

Postcode 3205

Contact details

Business hours 0434 028 052

After hours

Email address dfreeman@hodges.com.au

4 Reason for notice

I believe you have breached your duty as a rental provider because: 1) the premises were not in a reasonable clean condition on the agreed upon date of occupation (s65 of *Residential Tenancies Act 1997*); 2) we have not been allowed quiet enjoyment of the rented premises and you have not taken all reasonable steps to ensure that we have quiet enjoyment (s67 of *Residential Tenancies Act 1997*); and 3) you have not provided and maintained the premises in good repair and in a reasonably fit and suitable condition for occupation (s68(1) and s68(4) of *Residential Tenancies Act 1997*).

The rental provider has been notified of the numerous issues at the rented premises, on multiple occasions, since 7 April 2022 when the renters picked up the keys from Ann Curnow of Hodges South Melbourne. Formal notifications include a notice that repairs were required within 14 days (12 April 2022), a previous breach of duty notification (9 May 2022), and a non-urgent repairs report issued by Consumer Affairs Victoria (18 May 2022; Case Number C2022/05/003437). The renters have continued to pay rent, in advance, despite the rental provider's successive breaches of duty.

On multiple occasions since taking occupation of the premises, the renters have had to address issues arising from the rental providers' breaches of duty on their own. For example, the renters' concerns that the premises were not in a reasonably clean condition on the day of occupation were repeatedly dismissed when

communicated via email on 7 and 8 April. Consequently, cleaning of bathrooms (including mould removal), kitchen area, and floors had to be carried about by the renters.

As another example of losses suffered, the renters cleaned dust and grime from the split system upon taking possession of the property, promptly notified the rental provider of its poor condition, and had been asking for it to be serviced since 12 April 2022. In addition to formal notices, renter 1 explicitly noted during multiple calls with Simon Harrold of Hodges, and during his inspection of the premises on 27 April, that the split system was performing poorly and needed to be serviced. These requests were dismissed, and the split system ceased working entirely on 7 May 2022, leading to a request for urgent repairs that was not promptly acted upon. The renters ultimately arranged for a technician from Jim's Appliance to attend and attempt to repair the split system on 9 May 2022. In response to making these arrangements renter 1 received multiple calls from Hodges advising renter 1 they could not exercise their rights under the Residential Tenancies Act to immediately organise urgent repairs. This included an aggressive and unprofessional call by Simon Harrold alleging, among other things, that renter 1 had arranged a technician to attend simply because they "did not like the colour" of the split system. This was subsequently reported to Consumer Affairs Victoria.

The split system was ultimately replaced by the rental provider's preferred technician (Brandon Services) on 18 May, following the same recommendation that was provided by Jim's Appliance on 10 May 2022. Had the rental provider acted upon the advice of Jim's Appliance, the split system could have been replaced on 11 May 2022. The renters have already requested to be reimbursed for the costs associated with the technician from Jim's Appliance attending via email, and these requests have been denied.

There are also several outstanding issues at the apartment, and the renters have been unable to fully enjoy their home as a result. The rental provider has not taken all reasonable steps to remedy them via repairs and maintenance. For example, the renters have been raising issues related to the smell of mould/mildew in the apartment since 7 April 2022. The renters have been asking for one possible source of the problem – damaged carpet that was wet upon entering the premises on 7 April 2022—to be replaced since 12 April 2022, and no replacement has occurred. A carpet expert from Investa Projects that attended the premises on 16 May advised the damage was caused by an infestation of carpet moths, and that the old carpets would need to be replaced and the area sprayed with pesticides.

Another potential source of the smell of mould/mildew – which the renters have raised on multiple occasions since 7 April 2022 – are the dark stains and discolouration throughout the walls and ceilings of the property. These requests have been repeatedly dismissed, and the renters have attempted to clean the walls with sugar soap to no effect. The renters further arranged for inspection of the walls/ceilings by Nationwide Cleaning on 20 April, who advised upon inspection of the rented premises that cleaning was an unreasonable task given the extent of the problem.

On 10 May, the rental provider sent their maintenance person to finally remove and replace mouldy silicone from the bathrooms. This individual also attempted to clean the walls/ceiling with sugar soap, but also concluded this was an unreasonable task given the extent of the problem and suggested the ultimate source may be water damage to the apartment. Consumer Affairs Victoria subsequently inspected the premises on 16 May 2022, noted the smell of mould/mildew throughout the apartment upon inspection, and advised that the dark stains and discolouration appear to be mould. The subsequent report issued by Consumer Affairs on 18 May 2022 noted that a professional tradesperson with expertise in mould removal and remediation should attend the property to investigate further. No further action has been taken by the rental provider.

In short, the renters have not had quiet enjoyment of the premises since the date of occupation, and the rental provider has repeatedly dismissed requests for cleaning, repairs, and maintenance to be completed on an apartment that was not provided in good condition. This has led to significant disruptions to the renter's

personal and professional lives, including significant time devoted to writing formal breach notifications and engaging with Consumer Affairs to get the rental provider to do anything at all. The property agents have, under the most charitable possible interpretation of their actions, exacerbated the losses caused to the renters with repeatedly negligent and dismissive behaviour. **A detailed calculation of losses arising from your breaches of duty, totalling \$1,506.55, are included below in the request for compensation section and additional supporting evidence is attached.**

Compliance and compensation (if any) required

I require you to remedy the breach within: *(renter to circle appropriate breach and timeframe)*

Relevant breach	Timeframe
s 67 (quiet enjoyment)	7 days
All other breaches under this Notice	14 days

after receiving this notice by either:

- Completing all outstanding requests for repairs and maintenance that have been previously communicated. Note that, per the recommendation of Consumer Affairs Victoria dated 18 May 2022, a professional tradesperson with expertise in mould removal and remediation should attend the property to investigate the source of the discolourations and dark stains throughout the walls and ceilings of the property. Renter 1 may also make a claim for further compensation in the future for the costs of ongoing therapy sessions caused by the rental provider's breach of duty. As of 24 May 2022, the following items are outstanding:
 1. **Main room** (includes large balcony, entryway, and living, kitchen, and dining areas).
 - a. Repair wall damage and repaint.
 - b. Clean and/or repaint walls and ceilings to remove discolourations and dark stains throughout.
 - c. Repair and repaint damaged balcony wall opposite outdoor air conditioner unit.
 - d. Repair oven so that the oven light works.
 - e. Replace damaged blinds (2x).
 2. **Bathroom.**
 - a. Clean and/or repaint walls and ceilings (including bath area) to remove discolourations and dark stains throughout.
 3. **Main bedroom** (adjoining small balcony).
 - a. Replace damaged carpets.
 - b. Clean and/or repaint walls and ceilings (including inside wardrobe) to remove discolourations and dark stains throughout.
 - c. Repair wall damage (including inside wardrobe) and repaint.
 - d. Replace damaged blinds (1x).
 4. **Ensuite** (adjoining main bedroom).
 - a. Clean and/or repaint walls and ceilings (including inside wardrobe) to remove discolourations and dark stains throughout.
 - b. Repair wall damage (including inside wardrobe) and repaint.
 - c. Complete unfinished repairs to shower recess (see attached email correspondence from 7 April 2022 and 8 April 2022) and remove mould from

grout and tile. Fill exposed holes in tile and grout to prevent further mould growth.

5. Second bedroom.

- a. Replace damaged carpets.
 - b. Replace damaged blinds (2x).
 - c. Clean and/or repaint walls and ceilings (including inside wardrobe) to remove discolourations and dark stains throughout.
 - d. Repair wall damage (including inside wardrobe) and repaint.
- Or entering into agreement to terminate the tenancy by Mutual Agreement.

AND pay me compensation of: (\$)	1,506.55
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Note: You can only claim compensation for your loss and damage suffered, and provide evidence to support it.

You must not commit a similar breach again. If you do not comply with this notice the renter may apply to the Victorian Civil and Administrative Tribunal (VCAT) for a compensation or compliance order or, if s 91ZF (successive breaches by rental provider) applies, may give notice of intention to vacate.

Is documentary evidence attached?

No

Yes - provide details of the evidence attached (e.g. receipts, photographs)

1. **\$218.66.** For cleaning costs incurred to clean bathrooms and floors upon taking possession of the apartment. \$83.66 for cleaning supplies purchased from Bunnings on 8 April 2022, and Drain cleaner to unclog bathroom tub on 8 May 2022: Selleys Grout Stain Whitener (\$13.99), Mould Cleaner (\$12.99), Bathroom Basin and Tile Cleaner (\$9.99), multi-purpose de-solve cleaner (\$9.48), Selleys Sugar Soap Wipes (\$5.50), Mr Clean Magic Eraser (\$8.58), Floor Glitz Floor Cleanser (\$4.25), Rubber Gloves (\$4.09), Drain cleaner (\$8.29). \$135 for labour costs: 2.5 hours cleaning bathrooms and 2 hours cleaning floors and kitchen at rate of \$30 per hour (4.5*30 = \$135).
2. **\$341.90.** Jim's Air Conditioning to attend premises, attempt to service/repair broken split system, diagnose the problem, and provide quote for replacement split system.
3. **\$439.88.** Compensation of 20% of daily rent ($78.57 \times 0.20 = 15.71$ per day) for the 28-day period 8 April 2022 to 7 May 2022, when the split system completely ceased operation ($15.71 \times 28 = 439.88$).
4. **\$432.19.** Compensation of 50% of daily rent ($78.57 \times 0.50 = 39.29$) for the 11-day period 7 May 2022 to 18 May 2022, during which the apartment was without heat ($39.29 \times 11 = 432.19$).
5. **\$73.92.** Compensation for cost of running space heater for the 11-day period 7 May 2022 to 18 May 2022, during which the apartment was without heat. Electricity consumption for a 2000 Watts space heater, used for 12 hours per day at \$0.28 per kWh, is \$6.72 per day (6.72×11 days = 73.92). Calculated from <https://energyusecalculator.com/>

5 Delivery of this notice

- The notice period begins when the residential rental provider is estimated to receive this notice.
- For information on postage times from different locations, please refer to the Australia Post website <https://auspost.com.au/parcels-mail/calculate-postage-delivery-times>
- If sending by post, the renter must allow for the delivery time in calculating the proposed termination date.
- If sending by registered post, the renter should keep evidence of the mail delivery method used to send this notice.

This notice was sent on:

24 May 2022

This notice has been delivered:

personally, for example by hand

by ordinary/registered post

Expected delivery time

(please see the Australia Post website)

Registered post tracking number (if applicable)

by email (if consent has been provided by the rental provider)

Email/postal address

dfreeman@hodges.com.au

6 Signature of renter

Signature



Name

Kyle Peyton

Date

24 May 2022



Department of Justice and Community Safety

Consumer Affairs Victoria

87 Synnot Street
Werribee VIC 3030
Telephone: (03) 9974 4586
Email: david.richards@justice.vic.gov.au

18 May 2022

Dr Kyle Peyton & Ms Sara LaBella
168/73 River Street
RICHMOND VIC 3121

Dear Dr Peyton & Ms LaBella

NON-URGENT REPAIRS REPORT (CASE NUMBER: C2022/05/003437)

Re: 168/73 River Street, Richmond

Dear Dr Payton & Ms LaBella

I refer to your request for an investigation regarding non-urgent repairs to the above premises in accordance with the *Residential Tenancies Act 1997*. I advise that Consumer Affairs Victoria (CAV) has carried out their investigation and a written report is enclosed for your information. It would appear from CAV's investigation that the Residential Rental Provider may have breached their duty to maintain the rented premises in good repair.

A copy of the report has been sent to the residential rental provider with the recommendation to make arrangements for repairs accordingly.

If the repairs are not completed within a reasonable time upon receipt of the report, you may make an application to the Victorian Civil and Administrative Tribunal (VCAT) - Residential Tenancies List, requesting an Order requiring the residential rental provider to carry out the specified repairs. You may also at that time apply for an order authorising that you pay the rent into the Rent Special Account until the repairs are carried out.

A VCAT application must quote the above case number and be completed. Your application must have a copy of the enclosed report and a copy of the 'Notice to Landlord /Residential Rental Provider' that you sent previously to the residential rental provider.

For further information regarding an application to VCAT you may contact VCAT Customer Service on 9628 9800 or 1800 133 055 (Rural or Regional Victoria) or visit their website at www.vcat.vic.gov.au.

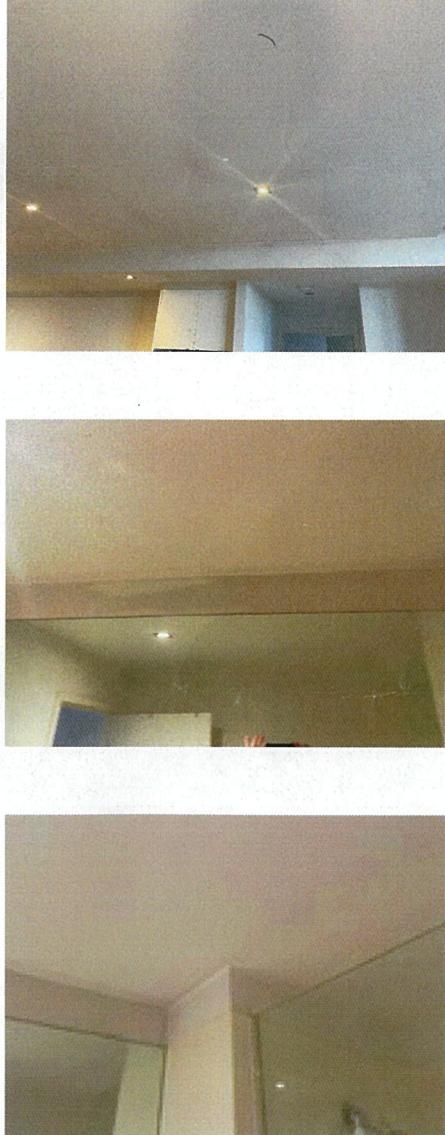
I can be contacted on 0436120216, should you have any questions.

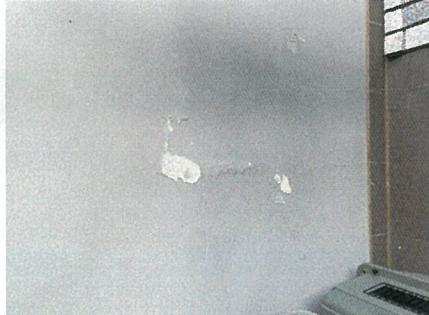
Yours sincerely

David Richards
Residential Tenancies Inspector

Non-Urgent Repairs Report in accordance with Section 74 (3c)
Residential Tenancies Act 1997

Case Number:	C2022/05/003437
Premises:	168/73 River Street Richmond
Renter:	Dr Kyle Peyton & Ms Sara LaBella
Rental Provider:	Mr S Ellis
Agent:	HSP REAL ESTATE PTY LTD t/a Hodges (South Melbourne)
Date Inspected:	16 May 2022

	LOCATION	ISSUE	SUGGESTED REMEDY
1.	Living areas (inc bathroom, kitchen, main bedroom).	<p>I noted that many areas/sections of the walls and ceilings throughout the entire property have dark stains and smudges. The marks appear as slight shadows.</p> <p>These marks appear to be mould; however, I cannot be certain.</p> <p>I did note that the marks "smudge" when touched.</p> 	<p>I recommend a professional tradesperson with expertise in mould view the property.</p> <p>If mould is present on the walls and ceilings, then the cause needs to be treated accordingly and rectification works to be conducted.</p> <p>I would expect the walls to be professionally cleaned and if needed, repainted.</p>

2.	Living area.	<p>The "Daikin" split system air-conditioner (Model RY60GAV1A) is in poor condition and is not supplying heat.</p> <p>Dr Peyton advised the system is approximately 15 years old and some of the components have decayed and corroded.</p> <p>I was unable to view the inside of the unit, due to the height/location.</p> 	<p>This is an urgent repair which requires immediate repair/replacement.</p>
3.	Balcony.	<p>A section of paint on the East facing wall has lifted and cracked.</p> 	<p>Repair/repaint damaged section of the East facing wall.</p>
4.	Kitchen.	<p>The Oven light is not operational.</p> <p>Only one of the two Rangehood lights are operational.</p> 	<p>Provide and install Oven light.</p> <p>Provide and install Rangehood light.</p>
5.	Second bedroom.	<p>There is a gap between the wall and windowsill. This gap allows cold air to enter the room.</p>	<p>Inspect and seal the gap.</p>



Comments:

At the on-site inspection, CAV Inspector Mr David Richards discussed the issues listed in the "Notice to residential rental provider of rented premises" dated 12 April 2022 with Dr Peyton and Ms LaBella.

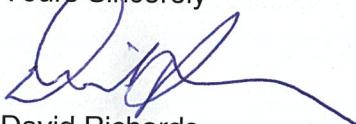
The report above lists the issues that warrant further investigation and repair/rectification works.

The issues not listed in the above report have been noted and will be monitored during the course of the tenancy.

CAV has spoken with the Managing Agent (Dan) and a copy of this report has been sent to all parties.

The photographs contained in this report were taken by Mr David Richards during the on-site inspection.

Yours Sincerely


David Richards
Residential Tenancies Inspector
Date of Report: 18/05/2022

Subject: RE: 168/73 River Street Richmond, Victoria 3121
Date: Friday, 20 May 2022 at 4:58:27 pm Australian Eastern Standard Time
From: Dan Freeman
To: Kyle Peyton, Simon Harrold
CC: SARAHAYESLABELLA@GMAIL.COM
Attachments: ~WRD0252.jpg, image001.png, image002.png, image003.png, image004.png, image005.png, image006.png, image007.png, image008.png, image009.png, image010.png, image011.png, image012.png, image013.jpg, image014.png, image015.png, image016.png, image017.png, image018.png, image019.png

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Good Afternoon Kyle,

Thanks for your email. I will book in work orders to get these two items resolved.

Have a good weekend.

Kind regards,

Dan Freeman
Property Manager



South Melbourne
229 Park Street
South Melbourne Victoria 3205
M: 0434 028 052
T: 03 9686 8860
F: 03 9686 6408
DFreeman@hodges.com.au
hodges.com.au



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From: Kyle Peyton <Kyle.Peyton@acu.edu.au>
Sent: Friday, 20 May 2022 10:31 AM
To: Dan Freeman <DFreeman@hodges.com.au>; Simon Harrold <sharrold@hodges.com.au>
Cc: SARAHAYESLABELLA@GMAIL.COM
Subject: Re: 168/73 River Street Richmond, Victoria 3121

Hi Dan, yes the split system installation was completed by the guys from Brandon Services. Caleb also fixed the rangehood lights and filled the hole in the bedroom windowsill with silicone. He was unable to figure out why the oven light wasn't working or why the ensuite toilet isn't flushing properly. He asked me to seek advice from the guys at Brandon Services, but none of them were experts on toilets or ovens.

Get [Outlook for Android](#)

From: Dan Freeman <DFreeman@hodges.com.au>
Sent: Thursday, May 19, 2022 5:43:09 PM
To: Kyle Peyton <Kyle.Peyton@acu.edu.au>; Simon Harrold <sharrold@hodges.com.au>
Cc: SARAHAYESLABELLA@GMAIL.COM <SARAHAYESLABELLA@GMAIL.COM>
Subject: RE: 168/73 River Street Richmond, Victoria 3121

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Good Evening Kyle,

I hope you are well.

I just wanted to confirm that the new split system was installed yesterday and the handyman had come back to do the rangehood lights and the silicon under the window?

Kind regards,

Dan Freeman
Property Manager

[redacted]
South Melbourne
229 Park Street
South Melbourne Victoria 3205
M: 0434 028 052
T: 03 9686 8860
F: 03 9686 6408
DFreeman@hodges.com.au
hodges.com.au

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From: Kyle Peyton <Kyle.Peyton@acu.edu.au>
Sent: Tuesday, 17 May 2022 11:35 AM
To: Dan Freeman <DFreeman@hodges.com.au>; Simon Harrold <sharrold@hodges.com.au>; Prakash Patel <prakash.patel@latep.com.au>; Madeleine Ballantine <Madeleine.Ballantine@latep.com.au>
Cc: SARAHAYESLABELLA@GMAIL.COM
Subject: Re: 168/73 River Street Richmond, Victoria 3121

Hi Dan,

Just writing to confirm that I've received a call from Brandon Services who have advised they've received approval to replace the split system and will be attending at 8am tomorrow. So we will not be making an application to VCAT to obtain an order for the urgent repair. Thanks for your cooperation in getting this sorted.

From: Kyle Peyton <Kyle.Peyton@acu.edu.au>
Date: Tuesday, 17 May 2022 at 8:57 am
To: Dan Freeman <DFreeman@hodges.com.au>, Simon Harrold <sharrold@hodges.com.au>, Prakash Patel <prakash.patel@latep.com.au>, Madeleine Ballantine <Madeleine.Ballantine@latep.com.au>
Cc: SARAHAYESLABELLA@GMAIL.COM <SARAHAYESLABELLA@GMAIL.COM>
Subject: Re: 168/73 River Street Richmond, Victoria 3121

Hi Dan,

We are still awaiting action on our request for urgent repairs from 7 May. We've gone ten days without heat as the temperatures fall. Sara is working overnight shifts in the second bedroom where the damaged window frame allows cold air into the unit and we have no working heat. It's becoming increasingly untenable to live here and we're disappointed that no progress has been made in resolving this critical issue.

If we do not receive confirmation by 12pm today that urgent repairs to the split system will be completed on or before Thursday 18 May then we will lodge a case in VCAT. We will request that a compensation and compliance order be issued against Hodges and the rental provider.

The turnaround time to get before the Tribunal under these circumstances is currently 2 business days. Failing your confirmation that this matter will be resolved on or before Thursday 18 May, the VCAT application will be made at 12.01pm today.

We look forward to your cooperation to ensure the apartment meets the minimal rental standards under Victorian law before the end of this week.

KYLE PEYTON

Research Fellow in Political Science
Institute for Humanities and Social Sciences, Australian Catholic University
P: +613.9953.3405 | E: kyle.peyton@acu.edu.au | W: kyle-peyton.com



From: Kyle Peyton <Kyle.Peyton@acu.edu.au>
Date: Monday, 16 May 2022 at 10:12 am
To: Dan Freeman <DFreeman@hodges.com.au>, Simon Harrold <sharrold@hodges.com.au>, Prakash Patel <prakash.patel@latep.com.au>, Madeleine Ballantine <Madeleine.Ballantine@latep.com.au>
Cc: SARAHAYESLABELLA@GMAIL.COM <SARAHAYESLABELLA@GMAIL.COM>
Subject: Re: 168/73 River Street Richmond, Victoria 3121

Hi Dan,

We are still awaiting resolution on outstanding requests for repairs and maintenance on the property. As stated in the breach of duty notice lodged on 9 May, we are open to terminating the lease by mutual consent if the rental provider would prefer to go this route rather than complete the required maintenance and repairs.

We are open to reasonable negotiations regarding vacation dates and rental payments that would facilitate an agreement to end the lease by mutual consent. However, we will not agree to pay any lease break costs, or any rent for the period it might take Hodges to find another tenant for an apartment that has not been maintained and provided in good condition.

If the rental provider again fails to fix the breach within the required timeframe and does not wish to terminate by mutual consent without costs, then we will continue to follow the formal processes that are available to us under the law prior to vacating the property.

Renters can lawfully terminate a fixed term tenancy in Victoria if there are three successive breaches by the rental provider.

If we do decide to vacate after exhausting all the formal processes available to us, then we will provide you with the appropriate notice of intention to vacate as required under the Residential Tenancies Act.

From: Dan Freeman <DFreeman@hodges.com.au>

Date: Friday, 13 May 2022 at 2:44 pm

To: Kyle Peyton <Kyle.Peyton@acu.edu.au>, Simon Harrold <sharrold@hodges.com.au>

Cc: SARAHAYESLABELLA@GMAIL.COM <SARAHAYESLABELLA@GMAIL.COM>

Subject: RE: 168/73 River Street Richmond, Victoria 3121

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Hi Kyle and Sara,

Thanks for letting me know about the split system.

We are just waiting on Brandon to send through the job results and quote for the works needing to be done. We will need to run this past the landlord to get approval and hopefully all going well will be able to get the job completed next week as mentioned below.

Putting that aside for one moment, the reason for my phone call is that I received a phone call from another Agency doing a reference check saying that you had applied for another property.

Just confirming that if you are planning to move out early this will be considered a lease break and you will be required to pay the lease break costs as outlined in your lease. You will also be responsible for the rent up until the day new tenant occupies the property.

If it is your intention to vacate can you please confirm a date the property will be available so we can commence advertising to find a tenant so we can reduce potential costs to yourself.

Kind regards,

Dan Freeman
Property Manager

[Redacted]
South Melbourne
229 Park Street
South Melbourne Victoria 3205
M: 0434 028 052
T: 03 9686 8860
F: 03 9686 6408
DFreeman@hodges.com.au
hodges.com.au

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From: Kyle Peyton <Kyle.Peyton@acu.edu.au>
Sent: Friday, 13 May 2022 1:11 PM
To: Dan Freeman <DFreeman@hodges.com.au>; Simon Harrold <sharrold@hodges.com.au>
Cc: SARAHAYESLABELLA@GMAIL.COM; Prakash Patel <prakash.patel@latep.com.au>; Madeleine Ballantine <Madeleine.Ballantine@latep.com.au>
Subject: Re: 168/73 River Street Richmond, Victoria 3121

Hi Dan,

I just received your voicemail from 11.53am. Can we discuss the reason for the call via email?

After the calls I received on Monday I am not comfortable speaking with anyone from Hodges via the phone again. I prefer that all communications between us remain in writing via email correspondence going forward. Thanks for your understanding.

Kyle

KYLE PEYTON

Research Fellow in Political Science
Institute for Humanities and Social Sciences, Australian Catholic University
P: +613.9953.3405 | E: kyle.peyton@acu.edu.au | W: kyle-peyton.com



From: Kyle Peyton <Kyle.Peyton@acu.edu.au>
Date: Friday, 13 May 2022 at 11:17 am
To: Dan Freeman <DFreeman@hodges.com.au>, Simon Harrold <sharrold@hodges.com.au>
Cc: SARAHAYESLABELLA@GMAIL.COM <SARAHAYESLABELLA@GMAIL.COM>, Prakash Patel <prakash.patel@latep.com.au>, Madeleine Ballantine <Madeleine.Ballantine@latep.com.au>
Subject: Re: 168/73 River Street Richmond, Victoria 3121

Hi Dan,

Brandon Services have attended today and advised that the split system needs to be replaced as both the compressor and fan are broken, confirming the advice from Jim's Air Conditioning that was previously provided to you. Those attending from Brandon Services advised they would be able to have this sorted by early next week and would be awaiting further instruction from you.

Can you please advise how you will be proceeding to provide an immediate resolution to our outstanding request for urgent repairs?

Thanks

Kyle

KYLE PEYTON

Research Fellow in Political Science
Institute for Humanities and Social Sciences, Australian Catholic University
P: +613.9953.3405 | E: kyle.peyton@acu.edu.au | W: kyle-peyton.com



From: Dan Freeman <DFreeman@hodges.com.au>
Date: Wednesday, 11 May 2022 at 4:06 pm
To: Kyle Peyton <Kyle.Peyton@acu.edu.au>, Simon Harrold <sharrold@hodges.com.au>
Cc: SARAHAYESLABELLA@GMAIL.COM <SARAHAYESLABELLA@GMAIL.COM>
Subject: RE: 168/73 River Street Richmond, Victoria 3121

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Good Afternoon Kyle,

As mentioned to you on Monday, Simon and I had both advised you to cancel the job prior to Jim's attending on Tuesday and that our person would be attending.

They will be attending on Friday as arranged by you and we will wait on there report.

Kind regards,

Dan Freeman
Property Manager

[Redacted]

South Melbourne
229 Park Street
South Melbourne Victoria 3205
M: 0434 028 052
T: 03 9686 8860
F: 03 9686 6408
DFreeman@hodges.com.au
hodges.com.au

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From: Kyle Peyton <Kyle.Peyton@acu.edu.au>
Sent: Wednesday, 11 May 2022 3:19 PM
To: Prakash Patel <prakash.patel@latep.com.au>; Dan Freeman <DFreeman@hodges.com.au>; Simon Harrold <sharrold@hodges.com.au>
Cc: SARAHAYESLABELLA@GMAIL.COM; Madeleine Ballantine <Madeleine.Ballantine@latep.com.au>
Subject: Re: 168/73 River Street Richmond, Victoria 3121

Good afternoon,

Please find attached the following information in reference to yesterday's attendance by Jim's Air Conditioning to inspect the broken split system:

1. An invoice for the technician's attempt to service the unit and bring it to working order. As the technician ultimately could not repair the unit, only \$200 was charged for the work he was able to do in attempting the repair and diagnosing the problem. I have paid this amount, as indicated in the invoice. The first page of this invoice contains a detailed report prepared by the attending technician describing the attempted repair and their diagnosis.
2. A quote for replacement of the current split system, as it cannot be repaired due to the use of R22 gas (see report in invoice). No action was taken here as the quoted price for replacement exceeds \$2,500.

Jim's Air Conditioning has advised that a replacement unit can be installed by them immediately. I have been contacted by Hodges' preferred vendor – Brandon Services – who will be attending to examine the split system on Friday, 13 May. We are awaiting immediate action on this matter.

Additionally, I am reimbursement for \$341.90 in relation to this matter: \$141.90 for the call out fee plus the additional \$200 (inc GST) for the work described in the attached invoice.

KYLE PEYTON

Research Fellow in Political Science
Institute for Humanities and Social Sciences, Australian Catholic University

P: +613.9953.3405 | E: kyle.peyton@acu.edu.au | W: kyle-peyton.com



From: Prakash Patel <prakash.patel@latep.com.au>

Date: Tuesday, 10 May 2022 at 3:23 pm

To: [<DFreeman@hodges.com.au>](mailto:DFreeman@hodges.com.au), [<sharrold@hodges.com.au>](mailto:sharrold@hodges.com.au)

Cc: Kyle Peyton <Kyle.Peyton@acu.edu.au>, [<SARAHAYESLABELLA@GMAIL.COM>](mailto:SARAHAYESLABELLA@GMAIL.COM)

<SARAHAYESLABELLA@GMAIL.COM>, Madeleine Ballantine <Madeleine.Ballantine@latep.com.au>

Subject: 168/73 River Street Richmond, Victoria 3121

CAUTION:This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Dear Sir

Please note that our firm has been engaged by the tenant to deals with this matter.

Please copy us on all future correspondence until the matters raised by our clients has been dealt with appropriately.

We note that our client has organised a heating and cooling specialist to attend the premises today due to your lack of responsiveness in relation to an essential service.

Our client has paid for the call out fee of \$141.90 (inc GST). Please reimburse that amount to the following account or :

Kyle Peyton
BSB: 242-200
Account: 472379205

We also note that our client await response on the following matters:

1. **Main room** (includes large balcony, entryway, and living, kitchen, and dining areas).
 - a. The condition report needs to be amended from 'excellent' to acknowledgement that they are riddled with deep scratches, chips, and indents.
 - b. Clean or Replace damaged blinds leading out to balcony.
 - c. Repair wall damage and repaint walls (as confirmed by contractor – Caleb on 10 May 2022) and note existing condition on condition report as of current state.
 - d. Clean and/or repaint walls and ceilings to remove discolorations and dark stains throughout and note existing condition on condition report as of current state.
 - e. Repair Split system air conditioner is not functional.
 - f. Repair and repaint damaged balcony wall opposite outdoor air conditioner unit and note on condition report.
 - g. Repair oven so that the oven light works.
 - h. Repair rangehood so that both light globes are in working order, and replace broken plastic covering for light globes.
1. **Bathroom.**
 - a. Repair wall damage (including near bathtub) and repaint.
 - b. Clean and/or repaint walls and ceilings (including bath area) to remove discolorations and dark stains throughout.

- c. Unclog the bathtub drain.
- 1. **Main bedroom** (adjoining small balcony).
 - a. Replace damaged carpets.
 - b. Clean and/or repaint walls and ceilings (including inside wardrobe) to remove discolorations and dark stains throughout.
 - c. Repair wall damage (including inside wardrobe) and repaint.
 - d. Replace damaged blinds (1x).
- 1. **Ensuite** (adjoining main bedroom).
 - a. Clean and/or repaint walls and ceilings (including inside wardrobe) to remove discolorations and dark stains throughout.
 - b. Repair wall damage (including inside wardrobe) and repaint.
 - c. Complete unfinished repairs to shower recess (see attached email correspondence from 7 April 2022 and 8 April 2022) and remove mould from grout and tile. Fill exposed holes in tile and grout to prevent further mould growth.
 - d. Toilet flushing
- 1. **Second bedroom.**
 - a. Replace damaged carpets.
 - b. Replace damaged blinds (2x) and replace broken blind chain (1x).
 - c. Clean and/or repaint walls and ceilings (including inside wardrobe) to remove discolorations and dark stains throughout.
 - d. Repair wall damage (including inside wardrobe) and repaint.
 - e. Repair paint damage to bottom window sill and fill gap where window adjoins wall with silicone.
 - f. Repaint top of window sill with partially exposed nails where holes have been previously patched.

Please note that if these items above are not rectified, our client is prepared to remain in the property from 1 May 2022 until no later than 30 May 2022 in order to find another premises on the basis that any pre-paid rent is reimbursed and the bond is returned on vacation of the premises without deduction.

If you have any queries, please contact either Madeleine Ballantine or Prakash Patel of our office.

Regards

Prakash Patel

Latep.Legal

P: +61 3 9070 8180 | M: +61 411 873 159

E: prakash.patel@latep.com.au

Suite 2, Level 2, 349 Collins St, Melbourne VIC 3000

Subject: RE: 168/73 River Street - Maintenance Follow Up
Date: Friday, 13 May 2022 at 1:03:50 pm Australian Eastern Standard Time
From: Dan Freeman
To: Kyle Peyton, SARAHAYESLABELLA@GMAIL.COM
CC: Simon Harrold
Attachments: ~WRD0644.jpg, image005.png, image006.png, image007.png, image008.png, image009.png, image010.png, image011.png, image012.png, image013.jpg, Electrical Safety Check - 168_73 River Street Richmond (2).pdf

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Kyle and Sara,

I hope you are well.

Please find attached electrical safety check completed on the 9th of March 2022,

Kind regards,

Dan Freeman
Property Manager



South Melbourne
229 Park Street
South Melbourne Victoria 3205
M: 0434 028 052
T: 03 9686 8860
F: 03 9686 6408
DFreeman@hodges.com.au
hodges.com.au



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From: Kyle Peyton <Kyle.Peyton@acu.edu.au>

Sent: Friday, 13 May 2022 8:57 AM

To: Dan Freeman <DFreeman@hodges.com.au>; SARAHAYESLABELLA@GMAIL.COM; Prakash Patel <prakash.patel@latep.com.au>; Madeleine Ballantine <Madeleine.Ballantine@latep.com.au>

Cc: Simon Harrold <sharrold@hodges.com.au>

Subject: Re: 168/73 River Street - Maintenance Follow Up

Hi Dan,

The rangehood has two lights. We were supplied with 2 lightbulbs for the rangehood by Ann Curnow when we picked up the keys on 7 April. I installed both lightbulbs into the rangehood as instructed, but only one of them works.

In the condition report we noted the following: "Plastic covering for light globes is broken near screw hole. We replaced light globes but only one light works. Needs repair."

In the 14 day notice for repairs submitted on 12 April we wrote: "Repair rangehood so that both light globes are in working order, and replace broken plastic covering for light globes."

The rangehood is in the same state that it was on 7 April. It is unclear if this is because of the lightbulb or the socket. I hope this helps clarify.

Can you please provide us with the records of the most recent electrical safety checks at the premises?
Thanks.

Cheers,
Kyle

KYLE PEYTON

Research Fellow in Political Science
Institute for Humanities and Social Sciences
Australian Catholic University

P: +613.9953.3405

E: kyle.peyton@acu.edu.au

W: kyle-peyton.com



From: Dan Freeman <DFreeman@hodges.com.au>

Date: Thursday, 12 May 2022 at 3:58 pm

To: Kyle Peyton <Kyle.Peyton@acu.edu.au>, SARAHAYESLABELLA@GMAIL.COM <SARAHAYESLABELLA@GMAIL.COM>

Cc: Simon Harrold <sharrold@hodges.com.au>

Subject: RE: 168/73 River Street - Maintenance Follow Up

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Good Afternoon Kyle and Sara,

I have spoke to Virtue, and they mentioned that the lights in the rangehood when they were there had been installed and are working is this correct?

Kind regards,

Dan Freeman
Property Manager

South Melbourne
229 Park Street
South Melbourne Victoria 3205
M: 0434 028 052
T: [03 9686 8860](tel:0396868860)
F: [03 9686 6408](tel:0396866408)
DFreeman@hodges.com.au
hodges.com.au

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From: Kyle Peyton <Kyle.Peyton@acu.edu.au>
Sent: Wednesday, 11 May 2022 5:33 PM
To: Dan Freeman <DFreeman@hodges.com.au>; SARAHAYESLABELLA@GMAIL.COM; prakash.patel@latep.com.au; madeleine.ballintine@latep.com.au
Cc: Simon Harrold <sharrold@hodges.com.au>
Subject: Re: 168/73 River Street - Maintenance Follow Up

Hi Dan,

- No lights were installed into the rangehood.
- Mouldy silicone was removed from the crease running along the bench/vanity underneath the mirror in the ensuite bathroom. New silicone was applied to this area. Mouldy silicone was removed from the area adjoining the bottom of the shower glass to tub in the other bathroom. New silicone was applied to this area.
- The chain for 1 roller blind in the small bedroom was repaired and this blind was re-position so that it now opens and closes.
- Grease was applied to the hinges of the roller door on the left side of the kitchen sink.
- Grease was applied to the hinges of the rangehood.
- No silicone was applied to the hole under the window sill in the small bedroom. It remains a source of air entering the apartment.

KYLE PEYTON

Research Fellow in Political Science
Institute for Humanities and Social Sciences, Australian Catholic University
P: +613.9953.3405 | E: kyle.peyton@acu.edu.au | W: kyle-peyton.com



From: Dan Freeman <DFreeman@hodges.com.au>
Date: Wednesday, 11 May 2022 at 4:59 pm
To: Kyle Peyton <Kyle.Peyton@acu.edu.au>, SARAHAYESLABELLA@GMAIL.COM <SARAHAYESLABELLA@GMAIL.COM>
Cc: Simon Harrold <sharrold@hodges.com.au>
Subject: RE: 168/73 River Street - Maintenance Follow Up

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Hi Kyle and Sara,

Furthermore to my previous email just for clarification we are just needing to get confirmation that the following works were completed by Virtue:

- Lights installed into the rangehood
- removed and replace silicon around bath and bench in the bathroom
- repaired and refitted blind
- repaired hinges on cupboard doors and refitted doors
- serviced hinges on rangehood
- silicon around window in small bedroom

I am also just awaiting a reply for confirmation on a date that the carpets will be booked in for installation once they are ready.

Kind regards,

Dan Freeman
Property Manager

[redacted]
South Melbourne
229 Park Street
South Melbourne Victoria 3205
M: 0434 028 052
T: [03 9686 8860](tel:0396868860)
F: [03 9686 6408](tel:0396866408)
DFreeman@hodges.com.au
hodges.com.au

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From: Dan Freeman <DFreeman@hodges.com.au>
Sent: Wednesday, 11 May 2022 4:40 PM
To: Kyle Peyton <Kyle.Peyton@acu.edu.au>; SARAHAYESLABELLA@GMAIL.COM
Cc: Simon Harrold <sharrold@hodges.com.au>
Subject: 168/73 River Street - Maintenance Follow Up

Good Afternoon Kyle and Sara,

I hope you are well.

Virtue have attended to your property on Tuesday 10th of May. I am just wanting to confirm that the works that were mentioned in your original email have been resolved and we have not missed anything?

Virtue have also mentioned that they attempted to wash off those marks on the ceiling but were unable to. We are in the process of getting a quote to paint, however this is up to the landlords discretion to approve these works as these marks were there upon inspection of the property.

I look forward to hearing from you.

Kind regards,

Dan Freeman
Property Manager

[redacted]
South Melbourne
229 Park Street
South Melbourne Victoria 3205
M: 0434 028 052
T: [03 9686 8860](tel:0396868860)
F: [03 9686 6408](tel:0396866408)
DFreeman@hodges.com.au
hodges.com.au

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Subject: Re: Request for repairs inspection

Date: Monday, 9 May 2022 at 8:54:31 pm Australian Eastern Standard Time

From: Kyle Peyton

To: DJCS-CAV-Residential Accommodation (DJCS)

CC: sarahayeslabella@gmail.com

Attachments: image001.png, image002.png, image003.png, image004.png, IMG_20220509_205125.jpg

Hi again David,

Apologies but I have just realised a mistake regarding the time of the third call from Simon. It occurred at 5.09pm rather than 5.33pm. My call at 5.33 was to Sara to advise of the developments. Attached here is a screenshot of the call log with Simon from my mobile as evidence.

Cheers,

Kyle

From: Kyle Peyton <Kyle.Peyton@acu.edu.au>

Sent: Monday, 9 May 2022, 8:31 pm

To: DJCS-CAV-Residential Accommodation (DJCS) <renting@justice.vic.gov.au>

Cc: sarahayeslabella@gmail.com <sarahayeslabella@gmail.com>

Subject: Re: Request for repairs inspection

Hi David,

I left you a voicemail message after work hours regarding multiple calls I received from Hodges today that I felt harassed and intimidated by. I wrote notes immediately following the calls and have now gotten back to my computer and had an opportunity to collect myself. I would like to formally document what has happened today. I detail the content of the three calls that I received from Hodges today after you and I spoke to the best of my recollection below. In my view, this is beyond unacceptable and I would like to lodge a formal complaint against Hodges; specifically, against their Principal and Director Simon Harrold. I do not want to have any further contact from Simon Harrold under any circumstances. I have copied my partner here, Sara LaBella, who is also on the lease agreement. We would appreciate any advice about what our options are going forward. Many thanks.

1. At 2.24pm, shortly after you and I had spoken on the phone, I received a call from Dan Freeman at Hodges. Dan was requesting me to cancel the inspection appointment regarding the broken split system that I had booked earlier that day with Jim's Air Conditioning. I explained that I had already paid for the non-refundable inspection fee, and that a technician from Jim's Air Conditioning would be attending tomorrow to examine the split system and provide a recommendation about repairs. I explained that I had already called 3 firms today to obtain quotes for an inspection, and booked the inspection for tomorrow with the firm that was both offering the cheapest fee and could attend to the matter mostly quickly. I reminded Dan that I had already advised of all this via the email I sent earlier today. Dan's position was that I was not allowed to arrange for a technician to inspect the broken split system as a renter. I disagreed, citing 1) my understanding of the relevant legislation regarding urgent repairs; and 2) the advice I had received from Consumer Affairs via phone earlier that day, which is what led me to begin the process of arranging the inspection in the first place. Ultimately the call ended amicably, and Dan stated he was still awaiting a response from the rental provider to obtain permission to organise the repair. Dan was professional and courteous throughout the call.
2. At 4.52pm, Dan called me and advised that the rental provider (Sam Ellis) had approved Dan's request to start the process of repairing the split system. Dan again suggested that I needed to cancel the inspection I had previously booked with Jim's air conditioning for tomorrow because

Hodges was now in the process of making arrangements with their preferred firm. I asked Dan to provide me with a timeline for when the broken split system would be examined by their preferred firm. Dan could not provide a timeline. Instead, Dan said it would take a few more calls to organise. I again explained that I had already called 3 firms today to obtain quotes for an inspection, and booked the inspection for tomorrow with the firm that was both offering the cheapest fee and could attend to the matter mostly quickly. I again explained that this matter was urgent and needed to be addressed immediately, and that the inspection fee had already been paid and was non-refundable. I advised Dan that, given Hodge's track record thus far, I had no faith that they would have the repair completed within a reasonable amount of time. I further explained that my position was there was no point in cancelling the inspection appointment for tomorrow as I had already been charged and Hodges was unable to advise when their preferred firm might be able to attend. My proposal was that Dan should organise their preferred firm to come out and do the inspection as soon as they could, but I explained my intention to keep the appointment with Jim's. I further advised that – since this was simply an inspection – the worst case scenario is that we would have two opinions about how to repair the split system to act upon. I noted that I simply wanted to get this fixed as soon as possible, and was happy to proceed with Hodges' preferred firm if they could make the repairs earlier; but, there was no indication that this was going to happen based on my prior experience. Dan seemed to think this was reasonable, apologised about the past treatment I had received from Hodges, and promised to do the best possible to address everything as soon as possible. I told Dan that I appreciated this and that it wasn't personal, but I simply had no faith in anything Hodges said given their prior behavior. Dan took some time to look and see if Jim's was a firm they could send a payment to. Dan ultimately advised that having Jim's do the repair should ultimately be okay, and we came to an agreement that the inspection I booked would proceed on the grounds that I would immediately provide Dan with a copy of their recommendation and estimated cost of repairing the split system after they attended. We further agreed that I would not move forward with paying for any of the repairs recommended by Jim's; rather, their recommendation would be sent directly to Dan for processing. I felt this was a reasonable compromise, as I found Dan to again be both professional and reasonable throughout the call.

3. At 5.33pm today, shortly after ending the call with Dan, I received a call from Simon Harrold. Simon was aggressive from the very start of the call. He opened the call by asking me "What is going on? What do you think you are doing?". I responded that I was confused about the question and informed Simon that I had just gotten off the phone with Dan. Simon confirmed awareness of my call with Dan, and then proceeded with a series of aggressive questions in rapid succession. Simon wanted to know why I had people from Consumer Affairs coming out to inspect the property. Simon wanted to know why I had organised for a firm that was not approved by the rental provider in advance to come inspect the broken split system. Simon suggested I had selected this firm to come out because I had some kind of connection with them. Simon also wanted to know why I thought I could do anything without Hodges' approval. Before I could fully respond to any of this, Simon interrupted and continued the conversation by aggressively stating multiple times that I could not do any of this, and that whether any repairs – urgent or otherwise – would be completed was "completely up to the landlord". Simon stated that I had no authority to contact anyone about any repairs, or have anyone come make inspections at the unit and advise on repairs to be made. Once I could get a word in, I told Simon that I disagreed on this based on the advice I had received from Consumer Affairs and my understanding of the relevant legislation. I told Simon that I had already had a conversation with Dan about everything, and did not wish to continue this current conversation as it was not productive. Simon continued with aggressive questioning, asking me multiple times if 1) I knew how to properly operate the remote for the split system; 2) if the power was turned on; 3) if there was air coming out of the split system. I explained multiple times that 1) the remote has nothing to do with it, as the split system stopped working while on the same settings that it had previously been on before it stopped blowing any air; 2) that we had tried different settings but nothing made a difference; 3) that it was indeed powered; and 4) that there was no air coming out. I explained that I had already been over all of this with Dan in previous calls. Simon then alleged that the only reason I was doing any of this is because I "did not like the colour" of the split system. I told Simon that this was incorrect, and noted that I had previously raised

issues about the functioning of this split system in April. Specifically, that it turned on but would not blow air very strongly, that it was not in good condition and was covered in dirt and grime when I arrived to the apartment, and that I suspected it might have something to do with the apartment's foul smell. All of this had also been previously communicated to Simon via prior phone conversations and our in person meeting at the unit on 27 April. I again re-iterated that I had both mentioned this in our previous conversations and provided formal documentation in both the condition report and the 14 day notification for repairs sent on 12 April. Simon continued by aggressively disputing this, stating that there was nothing wrong with the split system, that I simply didn't know how to operate it properly, and that I wanted to change it because I didn't like it for cosmetic reasons. I again said that I disagreed, and that this wasn't a productive conversation. I told Simon for the second time that I didn't want to continue this conversation over the phone, and that I had made the choice to proceed with my requests formally with the assistance and advice from Consumer Affairs because of Hodge's failure to make any progress thus far. I advised Simon that if there was disagreement we should seek to resolve the matter formally rather than over the phone. Simon continued with aggressive questioning, asking me if I wanted to break the lease. I responded that I was indeed open to negotiating this as it did not seem like we were making any progress on the repairs. Simon asked at least two more times if I wanted to break the lease. I replied that I was open to negotiating this, and referenced the breach notification I had sent earlier that day suggesting termination by mutual consent as an alternative option for resolution than completing the outstanding repairs. Simon then told me that if I broke the lease I would be responsible for a "break lease fee" along with other costs including advertising the property for rent. I responded that I would not agree to pay any lease breaking fee or any of these other costs. I again pointed to the breach of duty notice I had filed as well as the previous notice from 12 April for repairs to be completed within 14 days. I again explained that I have been trying to work with them since 7 April and nothing has been repaired to date. Simon replied that some of the repairs would be made this week, but not all of them. When I asked which repairs would not be completed, Simon specifically stated that the blinds would not be replaced. I asked Simon to confirm that "the old blinds that are covered in dead bugs will not be replaced?" Simon responded that they would not, and began to aggressively argue with me about the condition of the property. Simon again stated that I had inspected the property and it was rented to me in "as is condition". Simon insisted that I was lucky to receive any repairs at all and should be thankful. As I have previously documented, Simon has made similar comments to me in the past while simultaneously claiming that -- because I am American -- I simply do not understand how things work in Australia. As I have previously explained to Simon, I am an Australian citizen with an American accent and I have indeed rented properties in Australia before and know the rules. I suspected this was where the call was headed once again, so I told Simon for the third time that I was not comfortable speaking on the phone and that I would handle all communication formally going forward. I said goodbye and hung up immediately, without giving Simon an opportunity to reply. Simon was aggressive and unprofessional throughout the call. I feel that Simon's call was harassment, and an attempt at intimidation in response to me pursuing my rights under the relevant legislation.

KYLE PEYTON

Research Fellow in Political Science

Institute for Humanities and Social Sciences, Australian Catholic University

P: +613.9953.3405 | E: kyle.peyton@acu.edu.au | W: kyle-peyton.com



From: DJCS-CAV-Residential Accommodation (DJCS) <renting@justice.vic.gov.au>

Date: Monday, 9 May 2022 at 1:42 pm

To: Kyle Peyton <Kyle.Peyton@acu.edu.au>

Subject: RE: Request for repairs inspection

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recognise the sender and know the content is safe.

Dear Kyle,

Please find attached correspondence for an inspection by Consumer Affairs Victoria in relation to non-urgent repairs.

Consumer Affairs Victoria

Department of Justice and Community Safety
121 Exhibition Street, Melbourne VIC 3000
T. 1300 55 81 81 E. renting@justice.vic.gov.au

From: Kyle Peyton <Kyle.Peyton@acu.edu.au>
Sent: Saturday, 7 May 2022 4:15 PM
To: DJCS-CAV-Residential Accommodation (DJCS) <renting@justice.vic.gov.au>
Cc: sarahayeslabella@gmail.com
Subject: Request for repairs inspection

Hello,

We are writing to lodge a request for repairs inspection for 168/73 River Street, Richmond, Victoria 3121. We lodged a 14 day notice to the rental provider on 12 April 2022. None of the requested repairs have been made to date. Additionally, the split system that is referenced in the 14 day notice stopped working today so the apartment is now without heat.

Attached here is the request for repairs lodgement, a copy of the 14 day notice with supporting documents, and our lease agreement. Please let me know if there is any additional information we can provide.

Many thanks.

Kyle Peyton and Sara LaBella

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If you are not the intended recipient, please notify the sender immediately and delete or destroy all copies of this e-mail and any attachments.

Our organisation respects the privacy of individuals. For a copy of our privacy policy please go to our website or contact us.

Subject: RE: Urgent repair required
Date: Monday, 9 May 2022 at 2:30:28 pm Australian Eastern Standard Time
From: Dan Freeman
To: Kyle Peyton
Attachments: ~WRD1128.jpg, image009.png, image010.png, image011.png, image012.png, image013.png, image014.png, image015.png, image016.png, image017.png, image018.png, image019.png, image020.png

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Hi Kyle,

Whilst it is considered urgent, the email was only sent to me today. As long as I have been proactive and shown that I have got the ball rolling then we can wait for a response from the owner. I had also informed you that I had in fact emailed the owner and we were waiting on a response.

I understand the issue happened over the weekend, but I only saw the email when I was back to work today, as we are not open on weekends.

Kind regards,

Dan Freeman
Property Manager



South Melbourne
229 Park Street
South Melbourne Victoria 3205
M: 0434 028 052
T: 03 9686 8860
F: 03 9686 6408
DFreeman@hodges.com.au
hodges.com.au



This email message and any accompanying attachments may contain confidential information. If you are not the named intended recipient, you must not read, use, copy, disclose, or distribute this message. If you have received this message in error, please notify the sender and delete the message immediately. Any views expressed in this message are those of the individual sender, except where the sender expressly, and with authority, states them to be the views of Hodges. There is no warranty that this message and any attachments are error or virus free.

From: Kyle Peyton <Kyle.Peyton@acu.edu.au>
Sent: Monday, 9 May 2022 1:00 PM
To: Dan Freeman <DFreeman@hodges.com.au>
Subject: Re: Urgent repair required

Hi Dan,

Given that the lack of heat in a unit is classified as an urgent repair requiring immediate action under the relevant legislation, I've taken the initiative to organise a technician to come out ASAP. I obtained inspection quotes from three different firms: 1) Reliance Heating and Cooling (<https://airconditioningheatingmelbourne.com.au/>); 2) ColdFlow Heating and Cooling (<https://www.coldflow.net.au/>); and 3) Jim's Air Conditioning (<https://www.jimsairconditioning.net.au/>).

Jim's was both the cheapest (\$141.90 inspection fee v. \$250 for the others) and first available (tomorrow afternoon). So they will be attending for an inspection tomorrow. Following the advice I have received from Consumer Affairs Victoria, I am willing to pay the costs for this – provided it costs less than \$2500– to ensure that this gets completed as soon as possible.

I appreciate that you are planning to reach out to the landlord to seek approval to do something here. However, we're going on three days without heat and the unit – which is poorly insulated and has an actual hole in the second bedroom window sill – is very cold. This requires immediate attention, and I have completely lost my patience.

Attached here is my receipt from Jim's. I will update you again tomorrow after the technician has attended.

Cheers,
Kyle

KYLE PEYTON
Research Fellow in Political Science
Institute for Humanities and Social Sciences
Australian Catholic University
P: +613.9953.3405
E: kyle.peyton@acu.edu.au
W: kyle-peyton.com



From: Kyle Peyton <Kyle.Peyton@acu.edu.au>
Date: Monday, 9 May 2022 at 11:56 am
To: Dan Freeman <DFreeman@hodges.com.au>
Subject: Re: Urgent repair required

Hi Dan,

Many thanks for the update. Attached here is a breach of duty notice with supporting evidence. Please send this to the rental provider in your email correspondence.

Cheers,
Kyle

KYLE PEYTON

Research Fellow in Political Science
Institute for Humanities and Social Sciences
Australian Catholic University
P: +613.9953.3405
E: kyle.peyton@acu.edu.au
W: kyle-peyton.com



From: Dan Freeman <DFreeman@hodges.com.au>

Date: Monday, 9 May 2022 at 9:19 am

To: Kyle Peyton <Kyle.Peyton@acu.edu.au>

Subject: RE: Urgent repair required

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Hi Kyle,

Thanks for your email.

The landlord is overseas so let me email him and get approval and we can get someone out.

Once done I will let you know.

Kind regards,

Dan Freeman
Property Manager

[redacted]
South Melbourne
229 Park Street
South Melbourne Victoria 3205
M: 0434 028 052
T: 03 9686 8860
F: 03 9686 6408
DFreeman@hodges.com.au
hodges.com.au

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From: Kyle Peyton <Kyle.Peyton@acu.edu.au>
Sent: Saturday, 7 May 2022 3:45 PM
To: Dan Freeman <DFreeman@hodges.com.au>
Subject: Urgent repair required

Hi Dan,

It's Kyle here from 168/73 River Street. We spoke on the phone Thursday about the outstanding repairs here. Unfortunately the split system has now stopped working as of today. It is no longer producing heat and needs to be repaired urgently. The fans are in fact not blowing anything. Please let me know how we can proceed on getting this sorted. Thank you.

Cheers,
Kyle

KYLE PEYTON

Research Fellow in Political Science
Institute for Humanities and Social Sciences, Australian Catholic University
P: +613.9953.3405 | E: kyle.peyton@acu.edu.au | W: kyle-peyton.com



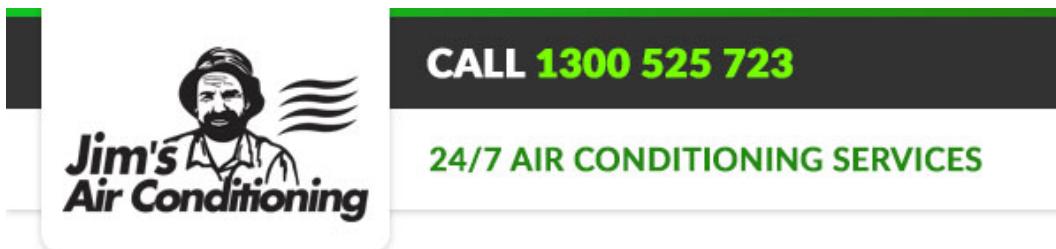
Subject: Your quote for Job SA-88704

Date: Tuesday, 10 May 2022 at 7:20:12 pm Australian Eastern Standard Time

From: Gas & Plumbing Australia

To: Kyle Peyton

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Hi Kyle,

Please find the quote for your recent job below. If you wish to accept the quote, please call us and quote your job number: SA-88704.



Item #	Qty	Category	Task	Description	Price
IP-07502	1	Extras, Disclaimers, Warranty and Certificates	Auditing and Compliance Fee	An auditing and compliance fee is issued to ensure there is relevant documentation and reporting of works done for auditing purposes. A certificate of compliance will only be issued in the instance it is required by the relevant regulating body of your given state.	49.9
IP-04704	1	Air Conditioning	Supply and replacement Mitsubishi 6.3kW	Supply and replacement of Mitsubishi 6.3kW wall split in existing location with up to 3m of pipework and cabling using existing direct power circuit to board. Includes nitrogen purging and testing consumer pipework for leaks. Commission air conditioner and ensure it meets Australian standards. Includes rubbish removal from site and explaining operation of the air conditioner.	6490.0

Quote ID: Gold Option

Total Price: \$ 6539.9

Kind Regards,

Jim's Air Conditioning

<https://www.jimsairconditioning.net.au/>



CALL 1300 525 723



Customer Details

Account	Kyle Peyton	Job Number	00247483
Prepared for:		Appointment Number	SA-88312
Address	Unit 168 73 River Street Richmond VIC 3121 Australia	Invoice Number	INV-0090702
Primary Phone	0450 370 683	Invoice Date	9/5/2022
		Due Date	

Materials

Item Code	Invoice Lines	Category	Product Description	Quantity Required	Price
IP-07502	Auditing and Compliance Fee	Extras, Disclaimers, Warranty and Certificates	An auditing and compliance fee is issued to ensure there is relevant documentation and reporting of works done for auditing purposes. A certificate of compliance will only be issued in the instance it is required by the relevant regulating body of your given state.	1.00	\$49.90
IP-13814	Annual service of a wall split system air conditioner	Air Conditioning	Annual service of a wall split system air conditioner, including diagnosing of possible faults and checking operation of the unit. Disclaimer: Although a majority of the time a service will rectify the issue, should it require parts we will provide additional quotes accordingly.	1.00	\$990.00
IP-11706	Applied Discount			1.00	-\$839.90

-Insurance Report-

Attended site to investigate why airconditioning unit not working in apartment.

Removal of covers on outside unit to test air conditioning unit.

Operated air conditioning unit on all modes such as cooling and heating to try and release solenoid in compressor.

Unfortunately this could not work due to lack of gas inside unit and not allowing compressor to pump through to head unit inside.

I have also noticed the fan on the inside unit motor had been burnt out and not working properly. This is caused by the compressor or not enough gas on condenser outside.

Inside was not working due to possibly no gas or lack of gas, due to this compressor cannot be replaced as a unit is R22 gas

Fan inside head unit on wall is very weak new motor required.

Jim's Air Conditioning

E: bookings@jimsairconditioning.net.au

W: jimsairconditioning.net.au

P: 1300 525 723

Lic. No.: VIC 49543 REC 30527 SA BLD 294133 QLD 1277109 86376 WA PL 7618 GF 14476 EC 14063 NSW 372575C AU 49363





TAX INVOICE

Gas & Plumbing Australia Pty Ltd

ABN 69 609 895 721

Due to the age of the unit we recommend a new unit 6.3 kW Mitsubishi to be installed.

Invoice Details

Sub Total	\$181.82
GST Total	\$18.18
Total (Inc GST)	\$200.00
Since Paid	\$400.00
Amount Owing This Visit	-\$200.00
Amount Owing	-\$200.00

Payment Details

Payment can be made by cash, cheque, credit card or by depositing into the following bank account using your job number as a reference

Bank: ANZ

Acct Name: Gas & Plumbing Australia Pty Ltd

BSB: 015 208 Acct: 402 631 892

Our Services: Evaporative Cooling, Gas Ducted Heating, Ducted Air Conditioning, Split Systems & Gas Log Fires

TERMS AND CONDITIONS

The Customer (a) applies to the Company for the supply of services and (b) declares that the information supplied above is true and correct; (c) agrees that the Agreement comprising of this authorisation and the Company's Terms and Conditions available on the Company's website (as varied from time to time) will apply to every transaction between the Company and the Customer. The Customer acknowledges and agrees that the Company is relying on the information contained in this authorisation. If the Customer does not provide all or part of the information requested, the Company may not be able to provide the Services.

PRIVACY STATEMENT

The Company is an APP entity and credit provider for the purposes of the Privacy Act 1988 (Cth) ("Privacy Act"). The Company's Privacy Policy

Jim's Air Conditioning

E: bookings@jimsairconditioning.net.au

W: jimsairconditioning.net.au

P: 1300 525 723

Lic. No.: VIC 49543 REC 30527 SA BLD 294133 QLD 1277109 86376 WA PL 7618 GF 14476 EC 14063 NSW 372575C AU 49363





sets out detailed information about how, why and when personal information and credit related personal information ("credit information") is collected, disclosed, used, stored and otherwise handled by us. The Company's Privacy Policy is available on our website. The Customer may request a copy of our Privacy Policy in hard copy.

The Privacy Policy, sets out:

- the purposes for which the Company collects personal or credit information;
- the consequences if the Customer does not provide requested personal or credit information to the Company;
- the third parties to which the Company discloses the personal or credit information collected from the Customer;
- how to access and seek correction of the personal or credit information collected by the Company;
- how to complain about a breach of the Company's obligations in respect of the personal or credit information collected by the Company and how the Company will deal with such a complaint;
- whether the personal or credit information is likely to be disclosed by the Company to overseas entities and in which countries these entities reside;
- information about credit reporting, including the credit reporting bodies to which the Company may disclose personal or credit information; and
- matters associated with credit reporting that must be notified by the Company in accordance with the Privacy Act

The Company may disclose personal and credit information collected from the Customer to Equifax Pty Ltd (www.equifax.com.au) if the Customer fails to meet its payment obligations or commit a serious credit infringement. Equifax Pty Ltd may include any of the personal or credit information, disclosed to it by the Company, in reports provided to other credit providers to assist other credit providers to assess the Company's credit worthiness. The Customer may access a copy of Equifax Pty Ltd policy about its management of credit information on its website. The Customer has the right to make a request to Equifax Pty Ltd not to use or disclose its credit reporting information for the purposes of pre-screening of direct marketing by a credit provider or if the Customer believes on reasonable grounds that the Customer has been, or are likely to be, a victim of fraud.

The Company's policy about the management of credit information is set out in the Company's Privacy Policy. In accordance with the Company's Privacy Policy, the Customer may request to access or correct its credit information and to make a complaint to the Company.

By signing this Authorisation, I (on behalf of the Customer) acknowledge that I have read the Company's Terms and Conditions and Privacy Policy

Jim's Air Conditioning

E: bookings@jimsairconditioning.net.au

W: jimsairconditioning.net.au

P: 1300 525 723

Lic. No.: VIC 49543 REC 30527 SA BLD 294133 QLD 1277109 86376 WA PL 7618 GF 14476 EC 14063 NSW 372575C AU 49363





TAX INVOICE

Gas & Plumbing Australia Pty Ltd

ABN 69 609 895 721

and consent to the collection, use and disclosure of personal information and credit information by the Company in accordance with this Privacy Statement and the Privacy Policy.

Customer Signature

Signature

Signed By

Date

Type

Customer Signature

Jim's Air Conditioning

E: bookings@jimsairconditioning.net.au

W: jimsairconditioning.net.au

P: 1300 525 723

Lic. No.: VIC 49543 REC 30527 SA BLD 294133 QLD 1277109 86376 WA PL 7618 GF 14476 EC 14063 NSW 372575C AU 49363



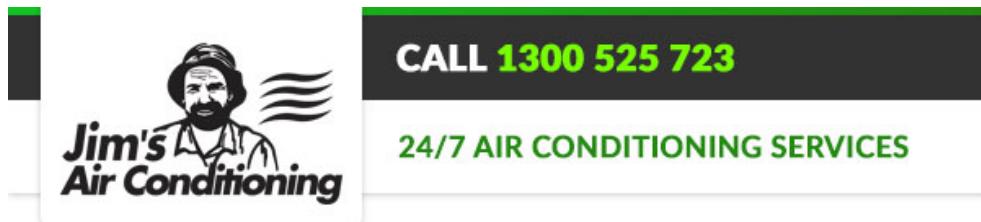
Subject: Your invoice for job 00247483

Date: Monday, 9 May 2022 at 12:31:32 pm Australian Eastern Standard Time

From: Gas & Plumbing Australia

To: Kyle Peyton

CAUTION:This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.



Hi Kyle Peyton,

Please find the fee to attend for a technician to arrive on site and provide a fixed price to rectify and address issues below.

Total (Inc GST): \$141.90

Since Paid: \$141.90

Balance Due: \$0.00

Payment can be made by cash, cheque, credit card or by depositing into the following bank account using your invoice number as a reference

ANZ Acct Name: Gas & Plumbing Australia Pty Ltd

BSB: 015 208 Acct: 402 631 892

ABN: 69 609 895 721

Plumbing Gas Fitting, Hot Water Heaters, Blocked Drains, Air Conditioning

Kind Regards,

Jim's Air Conditioning

<https://www.jimsairconditioning.net.au/>

SA BLD244302, VIC49543 30527, WA PL7618 & GF014476, EC 14063, AU 49363

BUNNINGS warehouse

HAWTHORN
BUNNINGS GROUP LIMITED
ABN 26 008 672 179
Ph: (03) 8862 9500

Mon 11/04/2022 12:26:05 PM
HIRE SHOP R11

Sale
** TAX INVOICE **

4892210150127 BATTERY CHARGER TOOL RYOBI 18V 2A FAST RC18120	\$79.00
9311192648620 PARTY LIGHT LYTWORX 10PK FILAMENT UV V/RHT 64862	\$49.99
9348137004890 MAGNETIC PATIO CURTAIN PILLOW 300X240CM BLACK MPC3024B	\$49.90
9310205016654 SQUEEGEE SABCO PROFESSIONAL 355MM STAINLESS STEEL SABC0131	\$27.21
9311644107408 SMART GLOBE OTD ANLIC 12V 1050LM 3PK RGB&WHT ES	\$25.00
9315570750578 HOOK RAIL RACK ADOORED 6 LOOP OTD CHROME 75057	\$15.90
9300697128836 NO MOULD SELLEYS 100ML TUBE WHITE	\$13.65
9311052002708 ACETONE DIGGERS 500ML CLEAN SOL 16255-500D1G	\$11.50
9300697110015 FILLER SPAKILLA RAPID 400ML/180G	\$11.45
9310124715195 SPRAY BOTTLE OATES 500ML PB-009	\$9.50
6291107349756 WHITE RAGS PAINT PARTNER 1.5KG WHITE RAGS	\$8.49
9316861005933 MOSQUITO COILS WAXWORKS DIFFUSER CITRONELLA & SANDALWOOD	\$8.00
9318757016405 BUNNINGS GREEN NON WOVEN LARGE	\$1.20

13 @ SubTotal:

\$310.79

Total

\$310.79

GST INCLUDED IN THE TOTAL

\$28.25

EFT

\$310.79

CARD NO: 377352-002

CREDIT

Rounding

\$0.00

Change

\$0.00

"*" Indicates non taxable item(s)

S6299 R11 P581 C213720 #011-86224-6299-2022-04-11



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BUNNINGS HAWTHORN

6299 REG 11

TERMINAL

83387511

REFERENCE

123079

HAWTHORN
BURNINGS GROUP LIMITED
ABN 26 008 672 179
Ph: (03) 8862 9500

Fri 08/04/2022 07:49:52 PM
RETURNS/INFO DESK R09

SaTe
** TAX INVOICE **

9311402203069 BATHROOM ACC SUCTION FUSIONLOC 26KG CNR SHELF DBL SS 48022	\$59.00
0745883651009 POWERBOARD SURGE PROT BELKIN 6OUT 2H 8SV603AU2M	\$36.97
9312261155094 TRELLIS PLASTIC WIRES 900MMX10M SUPA NET 15509	\$27.98
9310937123675 HOOK GTD MODE 4 BLK HOOK BLK BOARD 2367	\$24.90
9310205359959 SABCO SLIDE TO WRING FLAT MOP SAB35995	\$24.00
9310679030477 CLAV HAMMER TROJAN 160Z STEEL TJ00147	\$19.99
9318054115207 ADAPTOR POWER JACKSON 12V 7AH PS1270L RC 170013	\$17.00
9310205720612 BUCKET PLASTIC SABCO 12.5L REC BULLDOZER MEGA 72061	\$15.99
9300697118165 CLEANER GROUT SELLEYS 280G GROUT STAIN VHTNR GSW280G	\$13.99
9421900651139 CLEANER MOULD 30 SECONDS 1L MOULD OFF INDOOR 09642	\$12.99
931557072236G PICTURE ANGL/DRV HOOK EVERHANG 8KG STND WALL BP 100PK 72236	\$12.70
4023103185975 CLOTHS CLEANING VILEDA 8PK MICROFIBRE 161558	\$12.00
9310063124508 RESPIRATOR P2 8205CH 3M 3PK WX700132976	\$11.50
9326157017014 CLEANER BATHROOM PEERLESS JAL 750ML ECOAID BATH ECOBATT750	\$9.99
9311059009168 CLEANER MULTI PURP DE-SOLV-IT 300ML PUMP SPRAY PACK 916	\$9.48
9323461015286 MOP MICROFIBRE MR CLEAN SPEEDY FLOOR REFILL PB531A	\$8.19
9319652013117 WHEELIE BIN LINER 10PK GLITZ 240L Hvy DUTY LDPE B240HD	\$7.98
9312620103575 SCISSORS TROJAN TWIN PK TJQ03575	\$7.98
9337103485085 CABLE MANAGEMENT TIES CRESCENT 200X4.6MM BLK PK100 WB810C	\$7.58
9311644106456 POWERBOARD SURGE PROTECT CLICK 4 OUTLET WHT CCLKP84-SC 3 @ \$7.45	\$22.35
9300764052477 TOILET CLEANER GREENCARE 750ML 3152058	\$7.43
9323461001494 WIPES TUFFAHTES MR CLEAN 25PK MULTI PB0560	\$6.50
6945783206864 HAMMER CLAV CRAFTRIGHT 80Z/225G STEEL	\$5.75
9300697123596 SUGAR SOAP WIPES SELLEYS 25PK	\$5.50
0842945112215 HANGERS CLOTHES SUNFRESH 4PK METAL SKIRT 395915~	\$5.00
9310205280307 BRUSH SCRUBBING HANDLES SABCO SOFT GRIP GROUT 28030	\$4.79
9300764049910 CLEANER SPRAY GLITZ 750ML SPRAY & WIPE 3095871	\$4.60
9310706400075 BRUSH SCRUB DATES GROUT B-40007	\$4.50
9317007147533 BAGS OFFICE GRUNT 27L 50PK WHITE GRUB0429	\$4.30
9323461018027 SCOURER THCFMATES MR CLEAN 10PK SPONGE PB310	\$4.29
9323461002927 SPONGE MELAMINE MR CLEAN ERASER PAD BLOCK PB292 2 @ \$4.29	\$8.58
9300764049033 CLEANING FLOOR GLITZ 750ML SUGAR SOAP 3094499	\$4.25
9310205800031 GLOVES RUBBER SABCO SML VANILLA SAK0003	\$4.09
0842945112208 HANGERS CLOTHES SUNFRESH 2PK WOODEN SKIRI 395914~	\$3.49
6973746110019 HANGER CLOTHES SUNFRESH 10PK VELVET BLACK HM-001~ 8 @ \$3.30	\$26.40
9323461001197 BRUSH SCRUB MR CLEAN HANDHELD TILE BR119	\$3.19
6945783219673 SCRAPER CRAFTRIGHT 75MM 9753000750~	\$2.95
6945783219666 SCRAPER CRAFTRIGHT 50MM 975300050~	\$2.68
9323461100180 DISHBRAUSH MR CLEAN BOTTLE BRUSH BR118	\$2.19
9323461000879 WET WIPES MR CLEAN 50PK ANTIBAC DIA INFECT PB087	\$1.99

50 @ SubTotal: \$475.03

Total \$475.03
GST INCLUDED IN THE TOTAL
EFT
CAP0-H01-227292-003 \$43.19
\$475.03

BUNNINGS warehouse

COLLINGWOOD

BUNNINGS GROUP LIMITED

ABN 26 008 672 179

Ph: (03) 9281 2900

Sun 08/05/2022 06:28:21 PM

TOOL SHOP R13

Sale ** TAX INVOICE **

9311644109617 SMART CANDLE GLOBE GRID ARLEC

5.5W LED RGB&WHT SES GLD360HA

3 @ \$15.90

\$47.70

9300764039386 CLEANER DRAIN DRAINCLEAN

2L HAIR UNCLOGGER 3096364

\$8.29

4 @ SubTotal:

\$55.99

Total

\$55.99

GST INCLUDED IN THE TOTAL

\$5.10

EFT

\$55.99

CARD NO: 377352-002

CREDIT

Rounding

\$0.00

Change

\$0.00

"*" Indicates non taxable item(s)

S6425 R13 P465 C399921 #013-70278-6425-2022-05-08



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COMMONWEALTH BANK EFTPOS
BUNNINGS COLLINGWOOD
6425 VIC RE0 13
TERMINAL 93956513
REFERENCE 559582

CUSTOMER COPY
CARD NO: 377352-002(c)
EXPIRY DATE:
AID: A000000025010801
ATC: 325 TUR: 00000008000
CSN: 00 E7639377F3613B52
08 MAY 2022 18:28

AMERICAN EXPRESS
CREDIT
PURCHASE \$55.99
TOTAL AUD \$55.99
APPROVED 00
AUTH NO: 803412
POS REF NO: 01370278
THANK YOU

Notice of breach of duty to residential rental provider of rented premises



Residential Tenancies Act 1997 Section 208(1) and (2)

The renter may use this form to let the residential rental provider (rental provider, formerly known as landlord) know that they have breached their duty as a rental provider.

Part A – Information for the rental provider

This is a breach of duty notice. It tells you that the renter believes you have breached your duty as a rental provider. You can find details of the breach at section 4 of this notice, along with the required remedies and compensation (if any) required to be paid.

Reasons that a breach of duty notice may be issued

- On the day the renter will move in, the premises are not vacant or reasonably clean
- The premises do not comply with rental minimum standards by the day the renter moved in
- The rental provider has not taken all reasonable steps to ensure the renter has quiet enjoyment of the premises
- The premises have not been provided and maintained in good repair
- The rental provider has not taken reasonable steps to ensure that any common areas relating to the premises that are owned or controlled by the rental provider are maintained in good repair.
- Safety-related repairs and maintenance have not been undertaken, and/or have not been undertaken by a suitably qualified person
- Records of gas and electrical safety checks have not been kept and/or produced on request
- A replacement appliance, fitting or fixture that uses or supplies water, electricity or gas does not meet the prescribed minimum efficiency rating
- External doors are not fitted with functioning deadlocks (where applicable)
- Window locks have not been provided
- The rental provider changed the locks and has not provided the renter with a key.

Seeking advice

If you disagree with the specific reasons listed in section 4 of this notice, you should seek advice immediately by contacting one of the community legal organisations listed on the Consumer Affairs Victoria website. For further information, visit the renting section of the Consumer Affairs website at www.consumer.vic.gov.au/renting or call 1300 55 81 81.

Part B – Notice

1 Address of rented premises

Unit 168, 73 River Street, Richmond, Victoria

Postcode 3121

2 Renter details

Full name of **renter 1** Kyle Peyton

Full name of **renter 2** Sara LaBella

Full name of **renter 3**

Full name of **renter 4**

Note: If there are more than four renters, include details on an extra page.

3 Rental provider details

Full name of rental provider (this cannot be an agent's name)

Samuel Michael Howard Ellis

Rental provider address for serving documents (this may be an agent's address)

Hodges South Melbourne, 229 Park St, South Melbourne, Victoria

Postcode 3205

Contact details

Business hours 0434 028 052

After hours

Email address dfreeman@hodges.com.au

4 Reason for notice

I believe you have breached your duty as a rental provider because:

You have not provided and maintained the premises in good repair and in a reasonably fit and suitable condition for occupation.

Under the *Residential Tenancies Act 1977* ('the Act'), a residential rental provider has a duty to maintain the rented premises in good repair and in a reasonably fit and suitable condition for occupation. Specifically, S.68(1) of the Act states that a rental provider must "ensure that the rented premises are provided and maintained (a) in good repair; and (b) in a reasonably fit and suitable condition for occupation."

You have been advised of your breach of duty – via your nominated Agent, Hodges South Melbourne ('the Agent') – on multiple occasions. Specifically, the renters have notified the Agent that the unit was in a state of uncleanliness and disrepair upon entering into occupation via:

- 1) Email correspondence with Ann Curnow on 7 April 2022 and 8 April 2022;
- 2) A disputed condition report submitted to Ann Curnow on 12 April 2022;
- 3) A Notice to the Rental Provider that repairs were required within 14 days, submitted to Ann Curnow on 12 April 2022;

- 4) Phone conversations with Simon Harrold on 13 April 2020 and 20 April 2020;
- 5) An in-person meeting and walk through of the unit with Simon Harrold on 27 April 2022;
- 6) Phone conversation with Daniel Freeman on Thursday, 5 May 2022

To date, no repairs or maintenance to the unit have been completed, and the unit remains in a state of disrepair.

Your Agent has previously communicated to the renters, on multiple occasions, that their requests for repair and maintenance were unreasonable on the following grounds:

- 1) The property was “in the same condition as it was when [renter 1] inspected it” (e.g., email correspondence between Agent and renter 1 on 7 April 2022);
- 2) The property “is old and there is damage”, but the renters’ requests are simply “cosmetic issues” (e.g., email correspondence between Agent and renter 1 on 8 April 2022);
- 3) That “unlike in America” (where the renters’ accents are from), rental properties “in Australia are rented in ‘as is’ condition” (e.g., phone conversation between Agent and renter 1 on 13 April 2022);
- 4) Requested repairs and maintenance were too onerous and/or they would require “renovations” of the unit after the renters had already taken delivery of whitegoods and furniture (e.g., phone conversations between Agent and renter 1 on 13 April 2022 and 20 April 2022).

However, none of these are valid reasons for breaching your duty as a rental provider. The Act specifically states that S.68(1) applies “(a) whether or not the renter was aware of any disrepair at the rented premises before entering into occupation of the premises; and … (c) despite the age and character of the rented premises.”

Your failure to maintain the premises in good repair has also led to further disrepair. Specifically, the split system air conditioner/heater referenced in the condition report and the Notice to the Rental Provider (both submitted on 12 April 2022) is no longer operational. Therefore, the unit does not currently meet the prescribed rental minimum standards under the Residential Tenancies Regulations 2021.

Specifically, *RESIDENTIAL TENANCIES REGULATIONS 2021 (SR NO 3 of 2021) - SCHEDULE 4* states that rental properties must have “a fixed heater (not portable) in good working order in the main living area”. A request for urgent repairs was submitted to the Agent via email on 7 May 2022.

Compliance required

I require you to remedy the breach within **14 days** after receiving this notice by either:

1. Completing the requests for repairs outlined in the Notice to the Rental Provider submitted on 12 April 2022, with the following amendments that were negotiated with Simon Hodges during the walk through of the unit on 27 April 2022:
 - a. the timber floors need not be repaired provided that the condition report is updated to accurately reflect their poor condition; and
 - b. that the toilet in the ensuite bathroom is repaired so that it properly flushes.
2. Or entering negotiations with the renters to terminate the lease agreement by consent.

You must not commit a similar breach again. If you do not comply with this notice the renter may apply to the Victorian Civil and Administrative Tribunal (VCAT) for a compensation or compliance order or, if s 91ZF (successive breaches by rental provider) applies, may give notice of intention to vacate.

Is documentary evidence attached?

No

Yes - provide details of the evidence attached (e.g. receipts, photographs)

The following evidence in support of this notice is attached:

1. Evidence that a Notice to the Rental Provider that Repairs are Required within 14 days ('Notice to Rental Provider') was submitted to the Agent via email on 12 April 2022.
2. A copy of the Notice to Rental Provider that was submitted on 12 April 2022.
3. Email correspondence between the Agent and renter 1 regarding the uncleanliness and state of disrepair of the unit was in upon entering occupation (attached as supporting information in the Notice to the Rental Provider on 12 April 2022).
4. A disputed condition report from 12 April 2022 with links to photo and video evidence of the unit's state of uncleanliness and disrepair (attached as supporting information in the Notice to the Rental Provider on 12 April 2022).
5. Call logs from renter 1's mobile phone as evidence of phone calls between renter 1 and the Agent.
6. A request for urgent repairs of the split system air conditioner / heater submitted to the Agent via email on 7 May 2022.

5 Delivery of this notice

- The notice period begins when the residential rental provider is estimated to receive this notice.
- For information on postage times from different locations, please refer to the Australia Post website <https://auspost.com.au/parcels-mail/calculate-postage-delivery-times>
- If sending by post, the renter must allow for the delivery time in calculating the proposed termination date.
- If sending by registered post, the renter should keep evidence of the mail delivery method used to send this notice.

This notice was sent on: 9 May 2022 (insert date)

This notice has been delivered:

personally, for example by hand

by ordinary/registered post

Expected delivery time

(please see the Australia Post website)

Registered post tracking number (if applicable)

by email (if consent has been provided by the rental provider)

Email/postal address

dfreeman@hodges.com.au

6 Signature of renter

Signature



Name

Kyle Peyton

Date

9 May 2022

Subject: Notice to Rental Provider of 168/73 River Street
Date: Tuesday, 12 April 2022 at 2:53:31 pm Australian Eastern Standard Time
From: Kyle Peyton
To: Ann Curnow, sarahayeslabella@gmail.com
Attachments: 168_73_River_Street_Note_and_Attachments_Lodged_12Apr2022.pdf, image001.png, image002.png, image003.png, image004.png

Good afternoon,

Attached here is a Notice to the Rental Provider of 168/73 River Street that repairs are required within 14 days. Please confirm receipt and serving of the notice to the rental provider Sam Ellis.

Cheers,
Kyle

KYLE PEYTON

Research Fellow in Political Science
Institute for Humanities and Social Sciences, Australian Catholic University
P: +613.9953.3405 | E: kyle.peyton@acu.edu.au | W: kyle-peyton.com



Notice to residential rental provider of rented premises



Residential Tenancies Act 1997 Sections 52, 63, 72, 72AA, 74, 91L, 91Z, and 91ZD

You may use this form to give notice to a residential rental provider (rental provider, formerly known as landlord) if you are a:

- renter of rented premises; or
- specialist disability accommodation (SDA) resident under a residential rental agreement. This form refers to you as the 'renter' and an SDA provider as the 'rental provider'.

If you are giving a notice of intention to vacate, you can only withdraw this notice in writing with the agreement of the rental provider. The notice must be signed by the rental provider to be effective.

If you are giving a notice of intention to vacate, you will need to give the rental provider the correct amount of notice (see the information last page).

Part A – Information for the rental provider

A renter may use this form to give you notice that:

- they are terminating the residential rental agreement before moving in
- they intend to vacate because the premises have been destroyed or are unfit for human habitation
- they intend to vacate for other reasons
- they are the legal representative or next of kin of the tenant who is deceased
- they have caused or became aware of damage to the premises
- they have paid utility charges that are your responsibility and you require reimbursement
- non-urgent repairs are required
- they have arranged and paid for urgent repairs and require reimbursement.

Seeking advice

For further information visit the renting section of the Consumer Affairs website at www.consumer.vic.gov.au/renting or call 1300 55 81 81.

Part B – Notice

1 Address of rented premises

Unit 168, 73 River Street, Richmond, Victoria

Postcode 3121

2 Renters details

Full name of **renter 1** Kyle Peyton

Full name of **renter 2** Sara LaBella

Full name of **renter 3**

Full name of **renter 4**

Note: If there are more than four renters, include details on an extra page.

3 Rental providers details

Full name of rental provider (this cannot be an agent's name)

Sam Ellis

Rental provider address for serving documents (this can be an agent's address)

229 Park St, South Melbourne, Victoria

Postcode 3205

Contact details

Business hours 03 9686 8860

After hours 04 1175 6686

Email address acurnow@hodges.com.au

4 Reason for notice – Non-urgent repairs

I require you to carry out the following non-urgent repairs within 14 days:
(Describe in detail below)

Below is an enumerated list of required repairs, organised by each of the 5 areas in the unit. Additional supporting details are provided in the attached condition report, which includes links to photographs and video recordings. The condition report prepared by the property manager does not reflect the true condition of the property and, as indicated by my comments, most items are in dispute. Also attached to this notice are my previous email correspondences with the property manager regarding the poor condition of the unit on 7 April 2020. My initial concerns regarding the cleanliness and overall condition of the unit raised at this time were dismissed by the property manager. My subsequent requests for cleaning, repairs, and maintenance have also been dismissed by the property manager.

Link to photos/videos from condition report: <https://bit.ly/3KAMaPR>

1. **Main room** (includes large balcony, entryway, and living, kitchen, and dining areas).

1.1. The floorboards throughout the main room (entryway, living, kitchen and dining areas) are in need of repair as they are riddled with deep scratches, chips, and indents. These floorboards are not in “excellent” or “very good” condition as claimed by the property manager in the condition report, and they are damaged beyond normal wear and tear.

1.2. Replace damaged blinds (2x).

1.3. Repair wall damage and repaint.

- 1.4. Clean and/or repaint walls and ceilings to remove discolourations and dark stains throughout.
 - 1.5. Split system air conditioner is in poor condition and needs replacing. It has not been adequately maintained/serviced. The inside of the air conditioner is foul and it performs poorly. The air outlets are covered in grime that cannot be removed. The base, stand and other fittings of the outdoor unit are decayed and corroded. According to the manufacturer (Daikin), this system (Model RY60GAV1A) is more than 15 years old. It uses R22 refrigerant, which is being phased out in Australia due to environmental impact, and the running costs are at least 2x as high for this system relative to a modern unit.
 - 1.6. Repair and repaint damaged balcony wall opposite outdoor air conditioner unit.
 - 1.7. Repair broken roller door in kitchen area to the left of the sink.
 - 1.8. Repair oven so that the oven light works.
 - 1.9. Repair rangehood so that both light globes are in working order, and replace broken plastic covering for light globes.
2. **Bathroom.**
 - 2.1. Repair wall damage (including near bathtub) and repaint.
 - 2.2. Clean and/or repaint walls and ceilings (including bath area) to remove discolourations and dark stains throughout.
 - 2.3. Remove mould from tile grout and bath area, including mouldy silicone strip adjoining shower screen to bathtub. Reapply new silicone to area adjoining bathtub to shower screen and all other gaps to prevent further mould growth.
 - 2.4. Unclog the bathtub drain.
 3. **Main bedroom** (adjoining small balcony).
 - 3.1. Replace damaged carpets.
 - 3.2. Clean and/or repaint walls and ceilings (including inside wardrobe) to remove discolourations and dark stains throughout.
 - 3.3. Repair wall damage (including inside wardrobe) and repaint.
 - 3.4. Replace damaged blinds (1x).
 4. **Ensuite** (adjoining main bedroom).
 - 4.1. Clean and/or repaint walls and ceilings (including inside wardrobe) to remove discolourations and dark stains throughout.
 - 4.2. Repair wall damage (including inside wardrobe) and repaint.
 - 4.3. Complete unfinished repairs to shower recess (see attached email correspondence from 7 April 2022 and 8 April 2022) and remove mould from grout and tile. Fill exposed holes in tile and grout to prevent further mould growth.
 - 4.4. Remove mould and replace damaged silicone along area adjoining wash basin and vanity. Reapply new silicone to all gaps to prevent further mould growth.
 5. **Second bedroom.**
 - 5.1. Replace damaged carpets.
 - 5.2. Replace damaged blinds (2x) and replace broken blind chain (1x).
 - 5.3. Clean and/or repaint walls and ceilings (including inside wardrobe) to remove discolourations and dark stains throughout.
 - 5.4. Repair wall damage (including inside wardrobe) and repaint.

- 5.5. Repair paint damage to bottom window sill and fill gap where window adjoins wall with silicone.
- 5.6. Repaint top of window sill with partially exposed nails where holes have been previously patched.

5 Delivery of this notice

- The notice period begins when the resident is estimated to receive this notice.
- For information on postage times from different locations please refer to the Australia Post website <https://auspost.com.au/parcels-mail/calculate-postage-delivery-times>
- If sending by registered post, the renter should keep evidence of the mail delivery method used to send this notice.

This notice was sent on: 12 April 2022 (insert date)

This notice will be delivered:

personally, for example by hand

by registered post

Expected delivery time

 (please see the Australia Post website)

Registered post tracking number (if applicable)

by email (if consent has been provided by the rental provider)

Email/postal address

acurnow@hodges.com.au

6 Signature of renter

Signature



Name

Kyle Peyton

Date

12 April 2022

Subject: Re: Condition report and photo link - Unit 168/73 River St, Richmond VIC 3121
Date: Tuesday, 12 April 2022 at 11:10:05 am Australian Eastern Standard Time
From: Kyle Peyton
To: Ann Curnow, sarahayeslabella@gmail.com
Attachments: Inspection_168_73_River_Street.pdf, image001.png, image002.png, image003.png, image004.png, image005.jpg

Good morning:

Attached please find our completed inspection report for 168/73 River Street. There is a link in the document to a sharefile with our photos and videos. The link is also here for your convenience:

<https://www.dropbox.com/sh/095rig02quupom4/AACmlgOCx9jOtVSmFh35JxiHa?dl=0>

From: Ann Curnow <ACurnow@hodges.com.au>
Date: Friday, 8 April 2022 at 10:30 am
To: Kyle Peyton <Kyle.Peyton@acu.edu.au>
Subject: RE: Condition report and photo link - Unit 168/73 River St, Richmond VIC 3121

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Hello Kyle

I am sorry you feel that way

The property is clean, it is old and there is damage but it is clean. When I do my inspections I take a white wet wipe and go over all surfaces, all of them were clean.

The smell would be due to the property being locked up with damp carpets, they had only just been shampooed

That ring won't come off, I tried to remove it and so did the cleaners It is noted on the condition report

In the bathroom, the tiles were re enamelled and they are not good enough and so the contractor, Bathroom Werx, are coming back to re do them As soon as they can give me a time frame your details will be passed to them to make an appointment

Kind regards,

Ann Curnow
Senior Property Manager



South Melbourne
229 Park Street
South Melbourne Victoria 3205
M: 0411 756 686
T: 03 9686 8860
F: 03 9686 6408
ACurnow@hodges.com.au
hodges.com.au



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Kyle Peyton <Kyle.Peyton@acu.edu.au>
Sent: Thursday, 7 April 2022 3:37 PM
To: Ann Curnow <ACurnow@hodges.com.au>
Subject: Re: Condition report and photo link - Unit 168/73 River St, Richmond VIC 3121

Hi Ann,

Thanks for the quick reply. This is quite disappointing to hear. I disagree that I signed the lease knowing that the property would be handed over in this condition. Obviously I wouldn't be able to see many of the issues with the carpets, walls, etc as the inspection occurred in March while the tenants were still occupying the unit with their furnishings. The smell I'm describing certainly was not there at inspection time.

I don't think I'm asking for much here. I just want a clean place to move into that is free of mould and mildew, and I think this is a fair request. To be clear, those are the things I'm asking for some resolution on now. The other stuff is mainly cosmetic and non-urgent. I understand that you had a cleaner in yesterday, but I'm telling you the unit is still filthy. Is it possible to have them come out and do the job again while I'm there? There were very obvious cleaning issues here when I came in. Aside from the walls and ceilings there was a ring of soap scum on the counter that could just be wiped off, for example. So I dispute the idea that they did a reasonably good job with this cleaning.

I'm really hoping to work with you to come up with an amicable solution here. I'm happy to organize the cleaning on my end and get reimbursed for the costs if that's easier. Would that be a suitable alternative?

Regarding the bathroom mould and mildew, I didn't follow what you wrote regarding Bathroom Werks. Can you please elaborate on this? Is this the company that is coming to fix the bathroom?

Thanks again.

Cheers,
Kyle

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From: Ann Curnow <ACurnow@hodges.com.au>
Sent: Thursday, April 7, 2022 1:29:22 PM
To: Kyle Peyton <Kyle.Peyton@acu.edu.au>
Subject: RE: Condition report and photo link - Unit 168/73 River St, Richmond VIC 3121

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Hi Kyle

The property was professionally cleaned yesterday and is in the same condition as it was when you inspected it

The issues with the tiles near the bath are to be resolved as they were recently re-enamelled and so Bathroom Werx are re-attending

Ann

Kind regards,

Ann Curnow
Senior Property Manager



South Melbourne
229 Park Street
South Melbourne Victoria 3205
M: 0411 756 686
T: [03 9686 8860](tel:0396868860)
F: [03 9686 6408](tel:0396866408)
ACurnow@hodges.com.au
hodges.com.au



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Kyle Peyton <Kyle.Peyton@acu.edu.au>
Sent: Thursday, 7 April 2022 1:19 PM
To: Ann Curnow <ACurnow@hodges.com.au>
Subject: Re: Condition report and photo link - Unit 168/73 River St, Richmond VIC 3121

Thanks Ann, and great meeting you today! I will have our bit of the inspection report filled out and returned to you in the next few days.

I did go by the unit earlier today after picking up the keys and was quite disappointed with the cleanliness and general state of the unit. Some of the major issues that I want to flag now:

1. Both of the showers have mold/mildew throughout the tile grout, as well as along the caulked areas (e.g., where the glass meets the tile).
2. There is a rather foul odour throughout the unit. It's a sour/musty smell that I believe is symptomatic of mold/mildew.
3. The ceilings and walls throughout the unit are filthy. Everything is covered in a light black/grey soot, which suggests to me that they haven't been cleaned in quite some time.
4. More generally, the walls are riddled with scuff marks and indents throughout. There are also some pieces of wall missing in several areas (likely the prior tenants hung stuff on the wall and removed incorrectly). So the unit could do with a fair bit of wall repair. I can probably fix the major issues here with a trip to the hardware store and some gap filler but honestly I think the whole place should have a fresh coat of paint. I'm not sure that a proper cleaning would actually remove the black / grey sooty film covering the walls and ceilings, but it seems worth a try.
5. As the inspection report notes, the wood floors have some scratches and chips. These are not too bad. The carpets, however, are in poor condition. This is especially the case in the main bedroom where there are large stains and also pieces of carpet missing in several areas.

We are in a bit of a tight spot here as we have furniture deliveries happening tomorrow. As a first step, it seems reasonable to have a professional cleaner come into the unit ASAP to have a go at trying to clean the mold/mildew from the bathrooms and the black/grey film from the walls and ceilings.

Can we set something up for this to happen today? Please feel free to give me a ring on my mobile if that's easier: 0450370683. Many thanks and look forward to hearing from you.

Cheers,
Kyle

KYLE PEYTON

Research Fellow in Political Science
Institute for Humanities and Social Sciences
Australian Catholic University
P: +613.9953.3405
E: kyle.peyton@acu.edu.au
W: kyle-peyton.com



From: Hodges South Melbourne <emailldelivery@console.com.au>

Date: Thursday, 7 April 2022 at 9:13 am

To: Kyle Peyton <Kyle.Peyton@acu.edu.au>

Subject: Condition report and photo link - Unit 168/73 River St, Richmond VIC 3121

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Hello Kyle

Just a quick message to say hi and introduce myself. I will be your property manager and point of contact here at Hodges for the duration of your tenancy at Unit 168/73 River St, Richmond VIC 3121. My contact details are below.

Please find attached a copy of the condition report for Unit 168/73 River St, Richmond VIC 3121 which has a link to the photos taken at the time of the inspection. Carefully check the report and add any other items you note as this report will be used to assess the condition of the property at the end of your tenancy.

Any maintenance items need to be emailed to me separately with a photo, not recorded on the condition report, so the Residential Rental Provider/s (RRP) instructions and approval in relation to repairs can be sought.

Kind regards

Ann Curnow
Senior Property Manager
Hodges South Melbourne
acurnow@hodges.com.au
0411 756 686

acurnow@hodges.com.au
0411 756 686



Subject: RE: Maintenance Request approved - Unit 168/73 River St, Richmond VIC 3121
Date: Friday, 8 April 2022 at 3:52:30 pm Australian Eastern Standard Time
From: Ann Curnow
To: Kyle Peyton
Attachments: image001.jpg

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

There is nothing to be done.

Enamel work has been booked in to fix a cosmetic issue. There is nothing else wrong with the property

Kind regards,

Ann Curnow
Senior Property Manager



South Melbourne
229 Park Street
South Melbourne Victoria 3205
M: 0411 756 686
T: 03 9686 8860
F: 03 9686 6408
ACurnow@hodges.com.au
hodges.com.au



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From: Kyle Peyton <Kyle.Peyton@acu.edu.au>
Sent: Friday, 8 April 2022 3:39 PM
To: Ann Curnow <ACurnow@hodges.com.au>
Subject: Re: Maintenance Request approved - Unit 168/73 River St, Richmond VIC 3121

Thanks for the reply. Just to confirm, you have no intention of doing anything about the bathrooms within the 14 day period?

Kyle

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From: Ann Curnow <ACurnow@hodges.com.au>
Sent: Friday, April 8, 2022 3:09:43 PM
To: Kyle Peyton <Kyle.Peyton@acu.edu.au>
Subject: RE: Maintenance Request approved - Unit 168/73 River St, Richmond VIC 3121

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

No worries

Kind regards,

Ann Curnow
Senior Property Manager



South Melbourne
229 Park Street
South Melbourne Victoria 3205
M: 0411 756 686
T: 03 9686 8860
F: 03 9686 6408
ACurnow@hodges.com.au
hodges.com.au



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From: Kyle Peyton <Kyle.Peyton@acu.edu.au>
Sent: Friday, 8 April 2022 1:51 PM
To: Ann Curnow <ACurnow@hodges.com.au>
Subject: Re: Maintenance Request approved - Unit 168/73 River St, Richmond VIC 3121

Hi Ann,

This date is totally unacceptable as it's more than 3 months away. I've just spoken to Consumer Affairs Victoria today and reported everything that has happened. I have been advised by them that the period for non urgent repairs, which is what they have advised the bathroom issues are classified as, is 14 days. If both bathrooms are not repaired, including removal of mold/mildew in the tile and grout, within 14 days from

today then I will be filing a proceeding with VCAT.

Regarding the other issues, you will receive my full inspection report by Monday at the latest. If we cannot come to an arrangement regarding repairs based on conflicts over the inspection report then once 14 days have passed I will file another proceeding and we can handle all of that in VCAT as well.

It's disappointing that this is where our relationship is at less than 24 hours after the move in date, but you've made it crystal clear that this is the only way forward. Please notify the property owner at your earliest convenience. I am happy to speak with them directly if they would like to come to an amicable agreement and avoid formal proceedings.

Kyle

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From: emaildelivery@console.com.au <emaildelivery@console.com.au> on behalf of Hodges South Melbourne <emaildelivery@console.com.au>
Sent: Friday, April 8, 2022 10:57:37 AM
To: Kyle Peyton <Kyle.Peyton@acu.edu.au>
Subject: Maintenance Request approved - Unit 168/73 River St, Richmond VIC 3121

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Kyle

The contractor, Bathroom Werx, has been in contact and would like to attend and repair the tile enamel in the main bathroom

"This will be remedied under the guarantee and we would like to book the service for the 11/7/22 at 8am."

Please let me know if this time and date is suitable for you

If you have any questions, please contact me on 0411 756 686 or via email acurnow@hodges.com.au

Kind regards

Ann Curnow
Senior Property Manager
Hodges South Melbourne

acurnow@hodges.com.au
0411 756 686



Address of premises

Unit 168/73 River St, Richmond VIC 3121

Renter names

Kyle Peyton
Sara LaBella

Note:

Each renter that is a party to the agreement should sign this condition report. Rental providers and renters should take photos of the premises. Photos should be taken close-up to show detail regarding the structure, fixtures or fittings being photographed and at a distance for perspective. Photos should be dated, labelled and attached to this condition report, in hard copy or electronically; they should identify the location or room. Photos may be useful in a dispute about the condition of the rented premises.

Rental Provider/Agent

1. Inspect the premises.
2. Mark each item on the list clean, working, undamaged (where applicable).
3. Make a note of any extra items in the general comments section.
4. Give a signed copy of the report to the renter. Keep a copy for your own records.
5. Ask the renter to add their comments to the report, initial each page and return it to you.
6. If the renter disagrees about the condition of the premises, encourage them to discuss it with you. Comments can be recorded in the general comments section or by attaching a separate page.

Supporting documentation has been attached - Yes / No

7. Give a copy of the final report back to the renter.
8. You must keep a copy of the report for at least one year after the tenancy agreement ends.

Renter

1. Inspect the premises.
2. Comment on any item where you disagree with the rental provider/agent, or if you believe the report does not reflect the true condition of the premises.
3. Talk to the rental provider/agent if you disagree about the condition of the premises.
4. Initial each page of the report and send it to the rental provider/agent.
5. The rental provider/agent must send you a copy of the final report. You may also want to make a copy for your own records.

The renter/s have initially received a copy of this report on

Day THURSDAY

Date 07/04/2022

AC
Rental Provider/agent initials

KP
Renter 1 initials

SL
Renter 2 initials

Renter 3 initials

Renter 4 initials

Comments

Condition of premises at START of tenancy								
Overall	Clean	Working	Undamaged	Photos	Rental Provider/agent comments	Renter agrees	Renter photos	Renter comments
Overall	✓	✓	✓	2	Great two bedroom apartment on level 5 with fantastic views Professionally clean including carpets	No		These two photos provided by Hodges are for a different unit. Unit 168 was filthy with strong order of mould/mildew. Walls scuffed and damaged throughout. Black soot covering ceilings and walls. Carpets in main bedroom stained and riddled with holes. Mould/mildew on tile and grout in bathrooms. Dead bugs in blinds, etc. Totally unacceptable condition.
Entry	Clean	Working	Undamaged	Photos	Rental Provider/agent comments	Renter agrees	Renter photos	Renter comments
Doors/walls/ceiling	✓	✓	✓	5	Black painted external door with '168' numeral plate, minor scratches. Internal side, black painted, minor chips to paint, very good condition. Walls and skirting, off white painted, minor marks. very good condition. Ceilings white painted, excellent condition	No	4	Dirty, not clean. Inside of door is scratched along frame in several places. Indent approx. 80mm long above light-switch on dark painted wall as well as chipped paint and several small holes. Ceilings/walls in poor condition, with multiple areas of dark stains, especially visible along ceiling lines where wall and ceiling meet. Walls/ceiling have obviously not been painted or cleaned in some time. Absolutely not in "excellent condition". Poor/fair condition at best and in need of filler and paint.
Light fittings	✓	✓	✓	1	Downlights X1, operational	Yes		
Floor coverings	✓	✓	✓	1	Timber flooring, minor scratches/wear, excellent condition	No	8	Dirty, not clean. Timber flooring is scratched and chipped; in poor/fair condition. Black sticky grime on floors which we removed with spot cleaning. Absolutely not clean or in "excellent condition".
Dining Area	Clean	Working	Undamaged	Photos	Rental Provider/agent comments	Renter agrees	Renter photos	Renter comments
Walls/ceiling	✓	✓	✓	6	Walls, large piece missing from paint, architrave and skirting off white painted, marked, chips to edges, good condition. All ceilings white painted, minor marks, good condition	No	6	Dirty, not clean. Large piece missing from wall approx 100cm wide. Several small holes on wall, with noticeable cluster above missing piece. Architrave/skirting are chipped and scuffed with black marks. More than 6 areas on wall where filler has been applied to previous holes and not painted. Dark stains all along ceiling lines where wall and ceiling meet. Not in good condition. In need of cleaning, filler, and repainting.
Light fittings	✓	✓	✓	1	Downlights X1, operational	Yes		

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Floor coverings	✓	✓	✓	1	Timber flooring, minor scratches/wear, very good condition	No	9	Dirty, not clean. Timber flooring has countless scratches, chips and indents throughout. Fair/poor condition at best. Absolutely not in "very good condition".
Power points	✓	✓	✓	1	Double X1 + phone + data	Yes		
Bathroom								
	Clean	Working	Undamaged	Photos	Rental Provider/agent comments	Renter agrees	Renter photos	Renter comments
Doors/walls/ceiling	✓	✓	✓	11	Door, fitted with privacy lock, 1X hook to rear, and architrave off-white painted, off white painted walls, marks and scuffs. White painted ceiling minor marks, good condition	No	19	Dirty, not clean. Stains and discolouration throughout walls and ceilings. Poor condition, indicative that walls/ceilings have not been cleaned or painted in years. Architrave around wall adjoining tub area is damaged, including missing pieces and red stains. Nothing here is in "good condition".
Light fittings	✓	✓	✓	1	Downlights X1 operational	Yes		
Floor coverings	✓	✓	✓	3	Dark brown tiles to floor and skirting, minor chips, some discolouration to grout, good condition	No	8	Dirty, not clean. Significant variation in grout color throughout the bathroom, with prominent clusters of discolouration near laundry door, toilet, bath and wash basin. An eyesore, but grout is intact and there are no major cracks in tiles. Fair condition.
Bath/ Shower screen	✓	✓	✓	9	Full sized bath with mosaic tile surrounds, good condition, no damage. fitted with diverter mixer tap, good condition. Frameless glass shower half screen, intact, mosaic tiled walls, good condition, fitted with standard shower head, soap dish, good condition, no damage	No	27	Bath is disgusting. Likely pubic hairs discovered on inspection. Tub is discolored and stained, likely from lack of cleaning. The drain is clogged with hair and the water is very slow to evacuate. Drain should be serviced by plumber to remove clog. Mould/mildew prominently featured throughout tile grout and accumulated on silicone attaching tub to glass shower screen. Silicone should be removed and replaced to prevent further rot and mitigate mould/mildew accumulation. External area below glass is chipped. Poor condition overall.
Wash basin/vanity	✓	✓	✓	4	Square porcelain basin fitted with mixed tap, on marble benchtop, good condition on stainless steel stand, good condition, no damage	No	3	Dirty. Back two legs of stainless steel stand are covered in grime, and both feature long red stains. A proper cleaning prior to move-in may have remedied this. Wall to the left side of stand is chipped.
Mirror/cabinet	✓	✓	✓	3	Double mirrored door cabinet, minor damage to mirror edge, dark painted interior, clean and empty, good condition	No	4	Damage to mirror edge is a rust colored half circle, about the size of a 2 dollar coin, located on the bottom left edge. This will require new mirror to correct. It's not minor damage. A 3M hook is affixed to the right side of the cabinet and will likely remove paint if uninstalled.
Towel rails	✓	✓	✓	2	Double X1 plus toilet roll holder	Yes		
Power points	✓	✓	✓	1	Double X1	Yes		
Exhaust fan	✓	✓	✓	1	HPM in-line exhaust fan Clean	Yes		
Toilet	✓	✓	✓	2	Standard dual flush suite, clean	Yes	2	Chipped wall to right of toilet. Wall damage around toilet roll holder
Laundry								
	Clean	Working	Undamaged	Photos	Rental Provider/agent comments	Renter agrees	Renter photos	Renter comments

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Doors/walls/ceiling	✓	✓	✓	9 Bi fold doors with metal handle, off white painted walls, scuffs and marks, water damage in parts, dryer bracket, poor condition. All ceilings white painted, good condition	No	10	Dirty, not clean. The dryer bracket is not functional and should be removed. Significant damage to wall on right of wash tub, with multiple chips, indents, and areas of wall peeling off. Exhaust fan above w/d area is not operational and needs repair. Agreed regarding poor condition of walls and evidence of water damage. Doors operational. Fair/Poor condition overall.	
Light fittings	✓	✓	✓	1 Downlight X1, operational	Yes			
Floor coverings	✓	✓	✓	1 Brown tiles to floor and skirting, some discoloration to grout, very good condition	No	1	Dirty. Grout is discolored and tiles are scratched in multiple areas. Fair condition, not "very good condition".	
Wash tubs	✓	✓	✓	9 Stainless wash tub fitted with mixer tap, white tiles as splashback, white cabinet beneath, very good condition, some damage to base, clean and empty. Taps wall mounted	No	6	Wash tub is very scratched up. Damage to wall above splashback. Taps work. Fair condition overall.	
Power points	✓	✓	✓	1 Double X1	Yes			
Kitchen								
	Clean	Working	Undamaged	Photos	Rental Provider/agent comments	Renter agrees	Renter photos	Renter comments
Walls/ceiling	✓	✓	✓	6 Walls and skirting, off white painted, minor marks. chips tp edges, good condition. Ceilings white painted, marks, good condition	No	6		Walls/ceilings are filthy, covered with dark stains and soot. Especially prominent near lights, and where ceiling edges meet walls. Discoloration above cabinets as well. Wall that adjoins right of fridge cabinet has multiple chips and indents. Need gap filler and repainting. Poor condition overall.
Light fittings	✓	✓	✓	1 Downlights X4, operational	Yes			
Floor coverings	✓	✓	✓	2 Timber flooring, 1X area of dents, minor wear, very good condition	No	4		Dirty, not clean. Multiple areas with dents and scratches. More area of the floor is scratched and dented than not. Floors are in poor/fair condition at best. Not "very good condition". Damage not indicative of "minor wear".
Cupboards/drawers	✓	✓	✓	23 Off white laminated overhead cupboards, with dark laminated drawers and lower cabinets, white laminated interior, clean and empty, very good condition Manuals in bottom drawer	No	4		Cabinet door chipped above sink. The roller door that opens the cupboard to the left of the sink is damaged. The sliding mechanisms are not even secured and the roller door therefore does not open and close properly. This needs to be repaired so that it's at least operational.
Bench tops/tiling	✓	✓	✓	7 Black Caesar stone benchtops, ring mark near sink, with yellow mosaic tile splashback, very good condition	No	5		The ring mark was soap scum. We wiped it away using a sponge with soap and water. Had the unit been properly cleaned this mark would not have been there. Yellow splashback has no major cracks or chips. Some discolouration of grout and tile, plus minor scuff/stains. Dirty but fair/good condition overall.
Sink/taps	✓	✓	✓	2 Stainless sink fitted with mixer tap, very good condition, no damage	Yes			
Stove top	✓	✓	✓	2 'Omega' ceramic cooktop, very good condition	Yes			
Oven/griller	✓	✓	✓	2 'Smeg' stainless oven/grill, clean	No	1		The oven is actually pretty clean, but the internal oven light is not working and needs to be fixed. Minor scratches on oven from prior use.

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Rangehood	✓	✓	✓	1	'Omega' slide out rangehood, filters clean (Light globe x2 provided)	No	2	Plastic covering for light globes is broken near screw hole. We replaced light globes but only one light works. Needs repair.
Dishwasher	✓	✓	✓	3	'Dishlex' stainless dishwasher, clean	Yes		
Power points	✓	✓	✓	3	Double X1 + single X2	Yes		
Living Area								
	Clean	Working	Undamaged	Photos	Rental Provider/agent comments	Renter agrees	Renter photos	Renter comments
Walls/ceiling	✓	✓	✓	15	'Charcoal' painted feature wall and skirting, chipped and marked, other walls and skirting off white painted, good condition. Ceilings white painted, marked, good condition	No	17	Walls/ceilings are filthy, covered with dark stains and soot. Especially prominent discolouration near lights, and where ceiling edges meet walls. Charcoal feature wall is chipped, marked, and indented in multiple places. In need of gap filler and repainting. Fair/poor condition at best.
Windows	✓	✓	✓	6	Fixed panel X2 plus sliding door to balcony, no damage, all intact.	Yes		
Blinds	✓	✓	✓	2	2X Holland blind, chain operated, creased and marked, good condition	No	17	Filthy. Multiple crease marks along the width of both blinds. Both blinds are riddled with dead bugs and insects. Poor condition. Both blinds need to be replaced.
Light fittings	✓	✓	✓	2	Downlights X4, operational	Yes		Scratches, chips and dents dominate the floor area. Strip of laminate missing from floorboard by painted wall, approx 1.5 meters. Flooring is in fair/poor condition, not "very good" condition. Damage not indicative of "minor wear". Floors should be replaced.
Floor coverings	✓	✓	✓	6	Timber flooring, minor wear and scratches, very good condition	No	21	
Power points	✓	✓	✓	1	Double X1 + phone + TV	Yes		
Air conditioner	✓	✓	✓	2	'Daikin' inverter with remote	No	2	Filthy. Filter/screen covered in dirt and dust. Vents caked with grime/dirt/dust. Very old unit that is surely fully depreciated. Should be replaced.
Balcony	✓	✓	✓	23	Grey tiled flooring, with metal balustrades/railings, decorative timber beams and amazing views	No	7	The air conditioner intake unit on balcony is filthy. When is the last time the filters were inspected for cleaning/replacement? There is significant wall damage under the light on the balcony.
Bedroom 2								
	Clean	Working	Undamaged	Photos	Rental Provider/agent comments	Renter agrees	Renter photos	Renter comments
Doors/walls/ceiling	✓	✓	✓	10	Off white painted door, marked and scuffed, walls, architrave and skirting off white painted, marked, chips to edges. All ceilings white painted, marked, very good condition	No	12	Walls/ceilings are filthy, covered with dark stains and soot. Especially prominent discolouration where ceiling edges meet walls. Prominent 10cm long missing piece of wall on the side near the main bedroom. Multiple scuffs and dents throughout. Needs gap filler and repainting. Fair/poor condition.
Windows	✓	✓	✓	8	1X window type window, + 1X L shaped fixed panel, all intact, very good condition, no damage Paint damage to sill	No	7	Minor scratches on fixed panel window. Window tinting scratched all along corner that adjoins panel with opening window. Paint damage + scratches along window sill on bottom. Discolouration and poorly patched/unpainted holes on top where roller blinds are installed.

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Blinds	✓	✓	✓	2X Holland blind, chain operated, creased and marked, good condition	No	5	One blind is in working condition, but the other has a broken chain and does not operate properly. The edge of the broken blind is frayed. The working blind is in fair/poor condition with creases, marks, and dead bugs/insects. Both should be replaced.
Light fittings	✓	✓	✓	1 Downlights X2, operational	Yes		
Floor coverings	✓	✓	✓	3 Dark colored carpets, professionally cleaned, good condition	No	10	Old discolored carpets with hues of green, brown, and grey. Small stains and missing pieces in some areas. Poor condition and should be replaced.
Wardrobe	✓	✓	✓	9 Double sliding door robe with shelf and hanging rail, minor marks to rear wall, clean and empty	No	5	Wardrobe is empty but not clean. Significant marks on walls, particularly above shelving areas. Needs cleaning and repainting. Carpet should be replaced.
Power points	✓	✓	✓	3 Double X2 + single X1	Yes		

Bedroom 1	Clean	Working	Undamaged	Photos	Rental Provider/agent comments	Renter agrees	Renter photos	Renter comments
Doors/walls/ceiling	✓	✓	✓	12	Off white painted door, 1X hook to rear, marked and scuffed, walls, architrave and skirting off white painted, marked, chips to edges. All ceilings white painted, marked, very good condition	No	12	Walls/ceilings are filthy, covered with dark stains and soot. Especially prominent discoloration where ceiling edges meet walls. Multiple scuffs and dents throughout. Significant areas of stain/discoloration on wall across from wardrobe. Poor condition. Needs cleaning, gap filler and painting. Nothing is in "very good condition" here.
Windows	✓	✓	✓	4	Fixed panel X1 plus sliding door to balcony, no damage, all intact.	Yes		
Blinds	✓	✓	✓	1	1X Holland blind, chain operated, creased, good condition,	No	14	Blind is operational but in very poor condition. It is filthy, and covered in dead bugs and insects when unrolled. The edges are frayed with clear damage to both sides. Poor condition. Needs to be replaced.
Light fittings	✓	✓	✓	2	Downlights X3, operational	Yes		
Floor coverings	✓	✓	✓	8	Dark colored carpets, professionally cleaned, damage to several areas	No	14	Disgusting old discolored carpet with a strong odor of mold/mildew. Significant damage with multiple stains and missing pieces of carpet throughout. Very poor condition. Needs to be replaced.
Wardrobe	✓	✓	✓	13	Triple sliding door robe with shelf and hanging rail, minor marks to rear wall, clean and empty	No	10	Dirty. Significant marking, scuffing, and staining throughout the wardrobes, particularly above the shelving units and near floors. Needs cleaning and repainting. Poor conditon.
Power points	✓	✓	✓	4	Double X3 (1x cover damaged) + single X1 + TV, phone and data	Yes		
Balcony	✓	✓	✓	5	Grey tiled flooring, with metal balustrades/railings, clean	No	8	Dirty, including pile of white/grey goo on one of the tiles. Wall to left of door is scuffed and riddled with small holes.

Ensuite	Clean	Working	Undamaged	Photos	Rental Provider/agent comments	Renter agrees	Renter photos	Renter comments

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Doors/walls/ceiling	✓	✓	✓	8 Off white painted door, marked and scuffed, walls, damage near door, and architrave off white painted, marked, chips to edges. All ceilings white painted, very good condition	No	16	Walls/ceilings are filthy, covered with dark stains and soot. Especially prominent discolouration where ceiling edges meet walls. The discolouration/staining above the mirror is horrendous. There is wall damage above the lightswitch. Architrave is chipped and missing paint. Very poor condition overall. Needs cleaning, gap filler and painting.
Light fittings	✓	✓	✓	1 Downlights X1, operational	Yes		
Floor coverings	✓	✓	✓	2 Brown tiles to floor and skirting, some grout discolouration, excellent condition	No	15	Discolouration of grout is the norm rather than the exception here. No cracks to tiles or major scratches. Good condition, not "excellent condition".
Shower recess	✓	✓	✓	8 Frameless glass screen, intact, fitted with standard shower head and soap dish, white painted mosaic tiles to walls and base, some areas chipped, good condition	No	12	Tiles are chipped throughout and grout is discolored in several areas. Mould/mildew in areas of tile grout at bottom of shower. Fair/poor condition and in need of repairs.
Wash basin/vanity	✓	✓	✓	7 Square porcelain basin, hairline crackling, fitted with mixer tap, sits on marble benchtop, all in excellent condition. Dark laminated cabinets beneath with white laminated interior all clean and empty, very good condition, no damage	No	10	Cabinets and marble are fine. Sink basin is prominently cracked and damaged. Area behind tap that connects to wall is missing silicone and contains approx 180mm long strip of black mould. Silicone lining on right of benchtop is not intact, protruding onto benchtop in several areas. Silicone needs to be replaced all along the back of the basin, and the mouldy area behind the tap needs repair as well. Poor condition in all areas where moisture accumulates.
Mirror	✓	✓	✓	2 Large wall mounted mirror, intact, no damage	Yes		
Towel rails	✓	✓	✓	2 Double X1 + toilet roll holder	Yes		
Toilet	✓	✓	✓	2 Concealed cistern, dual flush, clean	Yes		
Power points	✓	✓	✓	1 Double X1	Yes		
Exhaust fan	✓	✓	✓	1 HPM in-line exhaust fan Clean	Yes		

General	Clean	Working	Undamaged	Photos	Rental Provider/agent comments	Renter agrees	Renter photos	Renter comments
Smoke alarms	✓	✓	✓	1	Serviced annually	Yes		
Security devices	✓	✓	✓	1	Security access fob and video intercom	Yes		
Electrical safety switches	✓	✓	✓	1	Off	Yes		
Hot water system	✓	✓	✓	1	'Steibl' located in laundry	Yes		
Keys/fobs	✓	✓	✓	1	2X apartment keys, 2X security fobs, 1X letterbox key	Yes		

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Wheelie & recycle bins	✓	✓	✓	3 Communal, chute on each floor plus recycling in carpark near lifts. Hard rubbish cage located in Riviera Lane	Yes
Pool/equipment	✓	✓	✓	2 Common area for use of residents, refer to 'Riviera' manual for rules surrounding use	Yes
Street number/letter box	✓	✓	✓	3 Located in main entry foyer	Yes
Garage/car park space	✓	✓	✓	3 Car space #82 located on lower ground level, enter via ramp turn left	Yes
Grounds/garden	✓	✓	✓	3 Common area for use of residents, refer to 'Riviera' manual for rules surrounding use	Yes

📎 Inspection Agent Photos

Please click the link below to download the inspection photos from agent:

<https://archive.console.com.au/eb5ea004-0419-4bf5-9242-7412e5193d95>

Please note that inspections are carried out visually only as property managers hold no other qualification or representation other than that of a Property Agent.

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Communications

	Yes/No
Is a telephone line connected to the rental premises?	Y
Is an internet line connected to the rental premises?	Y
Is the rental premises connected to the national broadband network (NBN)?	Yes

Describe NBN Connection

NBN connection is Fibre to the Building, with a maximum speed of 100MBPS as of 8 April 2022. Current connection is through Aussie Broadband.

Location of NBN Connection

The port for internet is located in the dining area. None of the other wall ports currently work for NBN access.

Information Regarding Safety

Date of last compliance check for pool barrier:	
Date of last smoke alarm test:	09/03/22
Date of last electrical safety check:	09/03/22
Date of last gas safety check:	

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Additional Comments / Information

Renter Comments

When I (Kyle) picked up the keys on 7 April I met with Ann Curnow and she advised that the prior tenants had waited until the last minute to contact the cleaners to clean the unit. She assured me that the unit had been cleaned on the day prior. However, the unit was turned over to us dirty and in generally poor condition, as detailed in the inspection report. Major issues, such as smell of mould/mildew throughout the unit (concentrated in the main bedroom, probably due to poor condition of carpets and bathroom) were communicated to Ann via email on Thursday April 7th. We asked for a cleaner to come out before our lease start date of 8 April multiple times, and even offered to arrange one and seek reimbursement. None of these requests were seriously considered. Ann simply stated that the unit had been cleaned and nothing was wrong with the unit. The mould/mildew smell -- which Ann suggested was due to carpet cleaning via email -- is still in the main bedroom and I (Kyle) have been waking up with headaches every day. Had the unit been properly cleaned, there would not have been grime on the floors, a soap scum ring on the kitchen benchtops, hair in the bathroom, etc. After raising several issues via email we also learned that there is some incomplete repair work happening to the ensuite, and have been advised that it will be completed in July 2022, more than 3 months after our lease started. We were not aware of this prior to signing the lease.

Overall we are very disappointed with how the unit was turned over to us and most of the items in this inspection report do not reflect the true condition of the premises, and are therefore in dispute. We are paying close to \$30,000 AUD over the course of a 12 month lease, and the state this unit was turned over to us is unacceptable for that price. It is unreasonable to refuse requests for a clean unit with basic repairs and maintenance that should have been done in between tenants. We suspect the carpets have not been replaced or walls cleaned/painted/repaired since the building was constructed. We have been reasonable with our initial requests and this has not been reciprocated. We have therefore contacted Consumer Affairs Victoria regarding the state of the unit and intend to start the process of initiating formal proceedings through VCAT if we cannot come to an arrangement for maintenance and repairs to be done here. In addition to the photographs provided in support of our inspection report we have also provided 10 video walkthroughs of each area of the unit.

Link to photos and videos: <https://www.dropbox.com/sh/095rig02quupom4/AACmIgOCx9jOtVSmFh35JxiHa?dl=0>

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Renter disclaimer: I have read the rental provider's/agent's report and agree except where I have commented in this report.
Note: Each renter must sign this report. Renters should return one copy to the rental provider and keep the other copy in a safe place.

Ann Curnow

06/04/2022

Rental Provider/agent Signature

Date

Kyle Peyton

12/04/2022

Renter 1 Signature

Date

Sara LaBella

12/04/2022

Renter 2 Signature

Date

Renter 3 Signature

Date

Renter 4 Signature

Date

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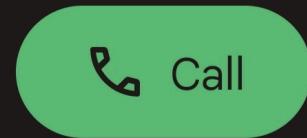
Simon Hodges
Mobile • 0418 108 846



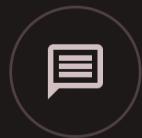
- Incoming call 12m 33s
13 Apr, 1:11 pm
- Outgoing call 38s
20 Apr, 3:50 pm
- Incoming call 14m 30s
20 Apr, 3:59 pm
- Incoming call 1m 15s
20 Apr, 4:26 pm
- Outgoing call 14s
27 Apr, 10:33 am
- Outgoing call 29s
Tue 2:55 pm
- Outgoing call 27s
Thu 12:37 pm



Video call



Call



Message





D

Dan Hodges
Mobile • 0434 028 052



Incoming call

4m 24s

Thu 3:48 pm



Outgoing call

Sat 3:35 pm



Video call



Call



Message



Subject: RE: Urgent repair required

Date: Monday, 9 May 2022 at 9:19:12 am Australian Eastern Standard Time

From: Dan Freeman

To: Kyle Peyton

Attachments: image001.png, image002.png, image003.png, image004.png

CAUTION: This email originated from outside of the organisation. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Hi Kyle,

Thanks for your email.

The landlord is overseas so let me email him and get approval and we can get someone out.

Once done I will let you know.

Kind regards,

Dan Freeman
Property Manager



South Melbourne
229 Park Street
South Melbourne Victoria 3205
M: 0434 028 052
T: 03 9686 8860
F: 03 9686 6408
DFreeman@hodges.com.au
hodges.com.au



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From: Kyle Peyton <Kyle.Peyton@acu.edu.au>

Sent: Saturday, 7 May 2022 3:45 PM

To: Dan Freeman <DFreeman@hodges.com.au>

Subject: Urgent repair required

Hi Dan,

It's Kyle here from 168/73 River Street. We spoke on the phone Thursday about the outstanding repairs here. Unfortunately the split system has now stopped working as of today. It is no longer producing heat and needs to be repaired urgently. The fans are in fact not blowing anything. Please let me know how we can proceed on getting this sorted. Thank you.

Cheers,
Kyle

KYLE PEYTON

Research Fellow in Political Science

Institute for Humanities and Social Sciences, Australian Catholic University

P: +613.9953.3405 | E: kyle.peyton@acu.edu.au | W: kyle-peyton.com

