

VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL

RESIDENTIAL TENANCIES DIVISION

RESIDENTIAL TENANCIES LIST

VCAT REFERENCE NO. R2024/19105

CATCHWORDS

Section 91ZY of the *Residential Tenancies Act 1997* (Vic) – rented premises to be demolished – terms to be used in the Notice to Vacate - *Ahern v Niazov* [2022] VCAT 205 - *Smith v Director of Housing* [2005] VSC 46 – date of proposed demolition works – section 330A reasonable and proportionate assessment.

APPLICANT	CatholicCare Victoria Housing Ltd
RESPONDENT	Simone Jennings
WHERE HELD	Melbourne
BEFORE	Member S Webb
HEARING TYPE	Hearing via teleconference
DATE OF HEARING	30 July 2024
DATE OF ORDER	9 September 2024
CITATION	CatholicCare Victoria Housing Ltd v Jennings (Residential Tenancies) [2024] VCAT 856

ORDER

For the written reasons provided, the Tribunal orders that:

1. The renter must vacate the rented premises by 8 October 2024.
2. At the request of the person who obtained the possession order and on payment of the prescribed fee the principal registrar of VCAT must issue a warrant of possession to be executed within 30 days after the date of issue. This request may be made after 8 October 2024 and no later than 9 March 2025.

Warning to the renter: If you fail to vacate the rented premises by 8 October 2024 the residential rental provider can request the principal registrar to issue a warrant of possession. You may then be forcibly vacated from the rented premises by a police officer or an authorised person carrying out a warrant of possession.

S Webb
Member



APPEARANCES:

For the applicant

Dean Bloets – Heinz Law
Stephane Douglas – Heins Law
Bianca Williams – Catholic Care

For the respondent

Karl Schaffarczyk – Victorian Aboriginal Legal
Service
Simone Jennings



REASONS

Background

- 1 This is an application by CatholicCare Victoria Housing for possession of the rented premises located at a CatholicCare Victoria Housing managed Ballarat, pursuant to a notice to vacate served under section 91ZY of the *Residential Tenancies Act 1997* (Vic) ('RT Act'). The basis for the notice is that the rented premises is to be demolished.
- 2 The renter resides in a rented accommodation amongst twenty-nine units managed by CatholicCare Victoria Housing. CatholicCare Victoria Housing entered into an agreement with the renter for her to reside in the rented premises on 30 March 2023, but noted in the lease agreement that there were plans for all the units to be demolished and that the renter would have to vacate the rented premises when a notice to vacate for demolishing was received.
- 3 The renter did not vacate the rented premises.
- 4 As at the time of hearing twenty-six of the units had been vacated, and three renters remained residing in a unit of the site. CatholicCare Victoria Housing advised that they had commenced possession applications against the two other remaining renters. One of these renters is moving out soon.

The Notice to Vacate

- 5 For a notice to vacate ('NTV') pursuant to s91ZY of the RT Act, the notice must specify a termination date that is not less than 14 days after the date on which the notice is given. The NTV was issued on 25 March 2024 and sent by registered post to the renter. The NTV required the renter to vacate the premises by 30 May 2024.
- 6 The NTV stated:

Section 91ZY of the Residential Tenancies Act ("**the act**") –
Demolition of Premises

The rental provider intends to demolish the premises after you vacate.
This work cannot be done while you are living there.

The rental has all the necessary permits and consents for the demolition.

We are requesting you to vacate the premises due to the demolition occurring in February 2024 at the unit complex. At the signing of your lease agreement and at your interview you were made aware of the planned demolition and signed the lease agreement accordingly. Your unit and 28 other units in the complex will be demolished for re-development over the next 18 months. This was planned due to CatholicCare Victoria receiving government funding through the Social Housing Growth Fund to redevelop this site and provide a higher standard of accommodation for renters.
- 7 The notice was accompanied with several documents, including:



- Demolition Procedures – Schedule of works for Demolishment – Stamped
- Building Permit No: CBS-L57205/3589123692024 issued 5 December 2023
- Map of unit complete to be demolished – Stamped
- Building Contract – for demolishing works to be undertaking beginning 3 June 2024

The legislation

8 The applicable part of the RT Act are as follows. The notice to vacate was issued under s91ZQ of the RT Act.

91ZY Demolition

- (1) A residential rental provider may give a renter a notice to vacate rented premises if—
 - (a) the residential rental provider intends to demolish the premises—
 - (i) in the case of a building owned by a residential rental provider containing 5 or more rented premises, immediately after the last renter vacates; or
 - (ii) in any other case, immediately after the termination date; and
 - (b) the residential rental provider has obtained all necessary permits and consents to demolish the premises.
- (2) The notice must specify a termination date that is not less than 60 days after the date on which the notice is given.

9 A NTV provided under s91ZY of the Act requires further information be provided, as detailed in s91ZZO.

91ZZO Form of notice to vacate

A notice to vacate given under this Division is not valid unless—

- (a) it is in the relevant prescribed form; and
- (b) it is addressed to the renter; and
- (c) it is signed by the person giving the notice or by that person's agent; and
- (d) it specifies the reason or reasons for giving the notice; and
- (e) in the case of a notice to vacate given under section 91ZW, 91ZX, 91ZY, 91ZZ, 91ZZA, 91ZZB or 91ZZC, it is accompanied by documentary evidence, as approved by the Director from time to time, which supports the reason for giving the notice; and

Note

See section 486A.



- (f) it specifies the termination date which is the date by which compliance is required.
- 10 The renter provided the case of *Ahern v Niazov* [2022] VCAT 205 ('Ahern') which helpfully detailed the process of paragraph 91ZZO(e).
- 12 The reference in paragraph 91ZZO(e) to "the Director" means the Director of Consumer Affairs Victoria. The note to section 91ZZO refers to section 486A of the Act, which sets out the Director's power to approve documents for the purposes of paragraph 91ZZO(e) and requires the Director to publish the approval of the documentary evidence in the Government Gazette and on the internet.
- 11 As required by s486A of the Act, the Director of Consumer Affairs has published online guidance¹ as to what information is required to be provided with a NTV.
- 12 For notices for demolition, this means that both of the following are required to be provided:
- a. Building permit for demolition; and
 - b. Contract with a suitably qualified Builder-demolisher, stating the date that demolition will occur.
- 13 Under s330 of the RT Act, the Tribunal must make a possession order if satisfied that, in the circumstances of this case:
- (a) CatholicCare Victoria Housing were entitled to give the renter the notice to vacate and it has not been withdrawn,
 - (b) the renter is still in possession of the rented premises, and
 - (c) it is reasonable and proportionate, having regard to s330A, to make a possession order taking into account the interests of, and the impact on, the CatholicCare Victoria Housing, the renter and any other matters.
 - (d) that the renter is still in possession of the rented premises after the termination date specified in the notice to vacate or notice of intention to vacate; and
- ...
- (f) that in the circumstances of the particular application, it is reasonable and proportionate having regard to s330A, to make a possession order taking into account the interests of, and the impact on, each of the following in making the possession order –
 - (i) the residential rental provider ...;
 - (ii) the renter ...;
 - (iii) any co-tenants or co-site tenants or other residents;

¹ <https://www.consumer.vic.gov.au/housing/renting/moving-out-giving-notice-and-evictions/notice-to-vacate/giving-notice-to-a-renter#ending-an-agreement-early>



- (iv) any neighbours or any other person who may be, or who has been affected by, the acts or behaviour of the renter, resident or site tenant to whom the notice to vacate was given.
- 14 In s330A of the RT Act, the Tribunal must have regard to the following matters for the purposes of determining whether it is reasonable and proportionate to make a possession order:
- (a) the nature, frequency and duration of the conduct of the renter which led to the notice to vacate being given, including whether the conduct is a recurring breach of obligations under a residential rental agreement;
 - (b) whether the breach is trivial;
 - (c) whether the breach was caused by the conduct of any person other than the renter;
 - (d) whether there is an intervention order and any other relevant matter related to family violence;
 - (e) whether the breach has been remedied as far as practical;
 - (f) whether the renter has, or will soon have, capacity to remedy the breach and comply with any obligations under the residential rental agreement;
 - (g) the effect of the renter’s conduct on others as a renter;
 - (ga) in the case of an application referred to in section 322A, any community impact statement provided by Homes Victoria;
 - (h) whether any other order or course of action is reasonably available instead of making a possession order;
 - (i) the behaviour of the rental providers; and
 - (j) any other matter the Tribunal considers relevant to the case.

The validity of the NTV

- 15 Mr Schaffarczyk on behalf of the renter made two submissions regarding the validity of the notice. Firstly, he stated that the notice did not use the words as provided in the Act, that the failure to use word ‘immediately’ was missing in the stated reasons on the NTV means that the NTV is no longer specifying a valid reason as required by each of the legislation and as published by Consumer Affairs Victoria. Reference was made to the VCAT decision of *Ahern* which found a NTV to be invalid because it did not provide the information as required by CAV.
- 16 At the hearing I advised that I did not believe that the specific words of the Act needed to be used in the NTV. Section 91ZZO specifies what needs to be in a NTV. The notice needs to provide the relevant provision and section number of the Act that is being relied upon and enough information that the renter can understand the reasons for the NTV to be provided. Citing the words in the Act only would not be sufficient to give a reason why the NTV has been provided.



- 17 I noted that the leading case on this issue remains *Smith v Director of Housing* [2005] VSC 46, where the Supreme Court held that notices to vacate must contain a sufficient degree of detail to enable the renter to understand the information to be relied on as the basis for terminating a tenancy.
- 18 In this instance, the NTV clearly identified that CatholicCare Victoria Housing had gained the necessary permits and contracts for demolition, and as forecast in its lease agreement with the renter, was seeking possession so it could commence the demolition for redevelopment over the next 18 months.
- 19 It is not a requisite of each NTV to cite every word of the relevant section that the notice relies upon. That the word immediately is not included in the NTV is not in itself a reason why the notice would be invalid, the renter is required to understand the reason for the NTV being provided for. In relation to this ground of possession, there is a particular requirement as detailed on the CAV online site that the NTV be provided with a contract for demolition stating when the demolition will occur. This gives the temporal link as to when the demolition will commence after the renter has vacated.
- 20 These circumstances are also quite distinguishable from the decision in *Ahern*. In this instance, the concern with the notice was about the word missing in the notice itself. In that matter an entire clause that was required to be included in the statutory declaration attached to the NTV was missing, thus the notice did not comply with the was not requirements of the documentary evidence approved by the Director for the purposes of paragraph 91ZZO(e) of the Act and thus was invalid.
- 21 Accordingly I do not consider the decision of *Ahern* to be relevant to my determination.
- 22 It was also submitted that there were issues with the construction contract for demolition and that it did not provide a date that the demolition would commence. It was stated that the contract document referenced other documents that were not included with the contract document. It was asserted that it is not possible to find a point in the contract where demolition is specified as a task to be completed under the contract.
- 23 The document in question is a document that is headed:
- Formal Instrument of Agreement
CatholicCare Victoria Housing Limited
Construction Contract (Demolition)
422 Learmonth Road, Mitchell Park Victoria 3355
- 24 The document identifies itself is the construction contract for demolition, noting the rental provider and the contractor engaged to complete the demolition aspect of the development. On page 5 of the contract it identifies the parties to the contract, the site, and relevantly, at item 5, a commencement date, which is dated as 3 June 2024. At item 3² it states that

² Page 11 of construction contract for demolition.



the Contract comprises the documents (and their attachments) identified in the table, all attached as schedules. The contract was executed on 22 March 2024.³

- 25 Noting the guidance of *Smith v Director of Housing*, it is important for the information provided in the NTV to provide the sufficient level of information that the renter can understand what is being stated. In this instance, we have a document that describes itself as a construction contract for demolition and provides a commencement date. The contract provided is the document that the Director of Consumer Affairs requires a residential rental provider to provide when giving a notice to vacate under this provision of the Act. I accept that this contract document is a contract with a suitably qualified Builder-demolisher and states the date that demolition will occur.
- 26 I further note that the commencement date on the contact is four days after the renter was asked to vacate the rented premises, which, in terms of timing of such works, can be considered as ‘immediately’ after vacation.
- 27 I find that:
- (a) The rental provider was entitled to give the renter the NTV under s91ZY of the RT Act.
 - (b) The NTV was valid and met the requirements of a notice to vacate in accordance with s91ZZO of the RT Act.
 - (c) The NTV was sent by registered post to the rented premises and provided the renter with more than 60 days notice of the termination date after the notice was deemed to have been given to the renter.
- 28 The renter did not vacate the rented premises by the termination date in the NTV. On 17 June 2024, the rental provider applied for possession of the property pursuant to s322 of the RT Act.

Information at the hearing

- 29 I was provided with the formal documentation by the CatholicCare Housing Victoria, written submissions on behalf of both parties, and oral submissions and evidence at the hearing.
- 30 CatholicCare Housing Victoria stated that the purpose of the notice to vacate was to demolish the current twenty-nine units and build another facility, of better quality and able to house more people than currently provided for. Its housing purpose was to provide housing for vulnerable people and had received a government grant for this purpose. When developed it was proposed that up to one hundred people would be provided with affordable housing, which would assist in dealing with the current housing crisis in Ballarat. Presently twenty-six units had been vacated, the renter and two others had yet to vacate. The state of the adjacent vacant premises are deteriorating.

³ Ibid page 18.



- 31 It was submitted that the project was at risk if they did not get vacant possession of the rented premises, including the requirements it had to the grant scheme to provide the housing. There were damages clauses in the demolition contract if it was not completed. It was also noted that it was costing them \$4,000 per month to maintain the electrical supply to the renter and the two others who had not left their premises.
- 32 The lease was provided, and I was referred to the provision that the renter was on notice at the start of her tenancy that it was not to be a long term agreement as there were plans to demolish the premises. The information about the demolition was written into the lease agreement as a special clause. The renter signed the lease.
- 33 CatholicCare Housing Victoria said it could not accommodate Ms Jennings in any of its alternative accommodation. They had limited accommodation options available and had prioritised those renters who had been on longer term leases, for which the decision to demolish had not been noted in their lease agreements.
- 34 CatholicCare Housing Victoria noted it had no obligation to assist the renter to find alternative accommodation but had done so. CatholicCare Housing Victoria said that they had tried to assist the renter in finding alternative accommodation, including referring her to Uniting Care Ballarat. This had started as early as August 2023. There had been some challenges working with the renter, it was submitted that she had not engaged as well as hoped for and the housing worker assigned to assist her had to cease assisting. The applications for housing were complicated because the renter owned a block of land that had been counted as an asset. In March 2024, the renter had been approved to go on the Homes Victoria waitlist.
- 35 It was noted that there was a particular issue for Ms Jennings and her financial situation, in that she owns a block of land. It was noted that this asset had caused some difficulty historically in applying for Homes Victoria accommodation, but this issue had been recently resolved.
- 36 CatholicCare Housing Victoria had recently taken Ms Jennings to VCAT because of rental arrears, approximately \$1800. A legal agreement had been ordered in June 2024 for Ms Jennings to pay the arrears back over time in an amount extra to her standard rent.
- 37 It was submitted that should an order for possession be made it would not be acted on immediately. The renter's circumstances would be coordinated with the outcome of the applications for possession for the other two renters, so that all could leave around the same time. This included coordinating with the police if a warrant was required to evict the renter and the two other renters who had not yet vacated.
- 38 Ms Jennings stated that she had no intention of staying in the rented premises long term, it was run down and most of the other units were empty. I noted that there had been a recent application at VCAT by her for urgent repairs to remove vermin from her home. She wanted to move but had nowhere to go.



She had tried to get alternative accommodation but had yet to be successful in either public or private accommodation. She did not have a car which made it difficult to attend inspections.

39 She disputed that alternative accommodation assistance was provided to her, she stated she had been labelled a troublemaker and that she had not been helped. She claimed people who had moved in after her had been provided with alternative accommodation. Ms Jennings stated that because she owned a dog certain accommodation options, such as an SRS were not available to her. Her dog 'Millie' helps regulate Ms Jennings' emotions, makes her feel safe, and is of important therapeutic significance in her life.

40 Ms Jennings' personal challenges were identified. A letter was provided by Ms Jennings' Clinical Psychotherapist, who identified a series of challenges that Ms Jennings had experienced. These included that she has physical, behavioural and mental health challenges. It was stated that:

Given Ms. Jennings history of enduring childhood abuse and neglect, institutionalisation, and ongoing relational issues into her adulthood, these presenting symptoms and behaviours can be further and more accurately be understood as symptoms of developmental or complex trauma (C-PTSD).

41 The letter further stated:

It is key to Ms. Jennings wellbeing that she has stable accessible housing, that is suitable for Ms. Jennings medical and psychiatric conditions, and Millie.

42 Ms Jennings acknowledged she could come across as aggressive but had multiple reasons for this, including experiencing ADHD, bi-polar disorder and impulse control issues.

43 On Ms Jennings' behalf it was submitted that she had been discriminated against, in that CatholicCare Housing Victoria had treated others more favourably than Ms Jennings in rehousing them, and that Ms Jennings had been denied this because of her disability and because of her dog.

44 Finally it was submitted that should an order of possession be made Ms Jennings and her dog would become homeless. Given the history of trauma and diagnosed psychiatric conditions she is ill-equipped to be homeless.

Reasonable and Proportionate Considerations

45 For the purpose of considering whether it is reasonable and proportionate to make a possession order, the Tribunal must take into account each of the matters specified under s330A of the RT Act.

(a) the nature, frequency and duration of the conduct of the renter which led to the notice to vacate being given, including whether the conduct is a recurring breach of obligations under a residential rental agreement

46 On the basis of the nature of the application and the information before me I do not consider relevant any breach of the renter's obligations under the



residential rental agreement. While I acknowledge there is a matter of arrears of rent, this has proceeded by way of a legal agreement and this issue was not pressed by CatholicCare Housing Victoria.

(b) whether the breach is trivial, (c) whether the breach was caused by the conduct of any person other than the renter, (e) whether the breach has been remedied as far as practical, and (f) whether the renter has, or will soon have, capacity to remedy the breach and comply with any obligations under the residential rental agreement

47 These are not relevant considerations in this matter.

(d) whether there is an intervention order and any other relevant matter related to family violence

48 I am not aware of any applications or protective orders made under the *Family Violence Protection Act 2008* (Vic) or the *Personal Safety Intervention Orders Act 2010* (Vic).

(g) the effect of the Renter's conduct on others as a renter

49 There are submissions that Ms Jennings has made it difficult for the rental provider to support her in finding new accommodation. This is denied by Ms Jennings, though Ms Jennings did acknowledge that she can come across as difficult occasionally, due to the complex conditions that she has to manage.

50 The rental provider and their agents are experienced in dealing with people who have particular challenges, be it mental health conditions, behavioural disorders or other complex needs. The accommodation provided by the rental provider is aimed at assisting people who are marginalised in society and require particular support in finding appropriate accommodation. While Ms Jennings presents her own set of circumstances arising from her lived experience, these would not be unexpected or outside the capability of the rental provider and their agents to manage.

51 I am satisfied that Ms Jennings' conduct is not a relevant consideration in this matter.

(h) whether any other order or course of action is reasonably available instead of making a possession order

52 In the written submissions of Ms Jennings it was stated that an adjournment for three months may be the appropriate approach, as it was likely to be sufficient to find alternative accommodation.

53 I accept that Ms Jennings is seeking to vacate as soon as possible, that she recognises that the rented premises is not adequate for her long-term accommodation needs. However I am not convinced that putting off this decision is an appropriate process. I note that there an assurance from the rental provider that they would seek to manage all tenancy terminations at the same time, for all the current remaining renters to vacate at around the same time. I also note that some time has passed in drafting this decision, that I can provide a delay of possession by 30 days, and the rental provider



would have a further five months to purchase a warrant, should they be required to.

54 Given all the circumstances in this matter I consider it appropriate to make an order.

(i) the behaviour of the rental providers

55 On behalf of Ms Jennings it was submitted that she had been discriminated against, on the basis of her disability and because she owned a dog, that she had been unfavourably treated for these reasons. It was stated that other renters had received preferential treatment in being rehoused, that people who had moved in after her had been rehoused. Ms Jennings believes she has been unfairly identified as a troublemaker.

56 It is not clear on the information provided that there has been unfavourable treatment. Whilst it may be true that other renters who moved in after Ms Jennings may have been rehoused, although no evidence of this was provided, it is challenging to attribute this to treating Ms Jennings unfavourably. There are several explanations for this which are available, including that alternative housing arrangements were more suitable to the circumstances of those other renters than Ms Jennings. Ms Jennings own particular circumstances need to be taken into account in rehousing, including her own health sensitivities and that fact that the new premises can cater for her dog. The information before me does not demonstrate that Ms Jennings's disability has been a reason not to provide alternative accommodation.

57 As noted, the rental provider has no obligation to rehouse Ms Jennings, but has engaged housing support workers to assist in finding an alternative accommodation suitable for Ms Jennings. That this process has not been as effective as Ms Jennings may have desired is not the issue of the rental provider, who are not legally required to provide such service. There is one external agency who Ms Jennings has been referred to,⁴ and the applicant's submissions note that there have been referrals to various other accommodation services.⁵

58 The claim for discrimination in accommodation on the basis that Ms Jennings has a disability is not made out. I note that the attribute of having a dog is not a ground found in the *Equal Opportunity Act 2010* (Vic).

59 I have no concerns regarding the rental provider's behaviour towards Ms Jennings.

(j) any other matter the Tribunal considers relevant to the case

60 As detailed above and in the submissions, Ms Jennings has complex needs and health circumstances, which I take into account. Her dog is a recognised comfort to her, so finding an accommodation that is suitable for both of them is required, which has proved to be a challenge. I recognise that in making an

⁴ Uniting Care Ballarat.

⁵ Winteringham, Berry Street and CAFS.



order of possession that there is a prospect of Ms Jennings becoming homeless.

Consideration of Reasonable and Proportionate matters

- 61 This is clearly a challenging set of circumstances for all parties. Ms Jennings does not want to remain residing in an abandoned and deteriorating environment, with almost all her neighbours gone and her rental provider wanting her out. She has health and psychological issues that mean that dealing with this stressful situation is difficult, and she has responded in ways that has caused her further difficulties. Her home is not the peaceful haven that Ms Jennings requires to maintain her health. Ms Jennings has sought alternative accommodation but has not yet been successful in gaining a new home.
- 62 When Ms Jennings moved into this rented premises in March 2023 in need of urgent accommodation, she was put on notice at the outset of her tenancy that it was a finite agreement. Written into the rental agreement was an acknowledgement that there was an intention by the rental provider to demolish the accommodation that Ms Jennings resided in. Demolitions and constructions of the nature as proposed by the rental provider have a long lead time, taking into account the funding models to develop supported housing projects such as this one. Given the lead times, and the pressing accommodation need that Ms Jennings had, the tenancy was commenced in March 2023 with this common understanding that it would have to end sometime in 2024. Accordingly, a notice to vacate was provided in March 2024 giving 60 days to vacate.
- 63 CatholicCare Housing Victoria has funding to build new housing for vulnerable individuals like Ms Jennings. They would like to commence the process of building, demolishing the current buildings that are no longer fit for habitation, and ultimately providing new accommodation for up to one hundred people at a time when such accommodation is desperately needed in the community. Ms Jennings' continued occupation is delaying the build of this new accommodation, and as submitted, potentially putting at risk the government funding that has been made available for this project. It is also likely that there are extra costs that will be incurred due to the delay in commencing the demolition and build.
- 64 I am cognisant of Ms Jennings' particular circumstances, her health, her support animal and the prospect of homelessness that is causing Ms Jennings further stress that she does not need.
- 65 I note the commitment of CatholicCare Housing Victoria not to act immediately in relation to gaining possession of the rented premises, but to continue to work with Ms Jennings to find alternative accommodation suitable for her and her circumstances, including taking her dog with her.
- 66 I am also cognisant that the accommodation that Ms Jennings resides in is not fit for purpose, that it is deteriorating, and as Ms Jennings has known from the outset of her tenancy, is due to be demolished to build new



accommodation for many more. I am satisfied that the rental provider has acted appropriately in informing Ms Jennings of the limitations of the tenancy that was offered to her at the time and that she took on the tenancy knowing that it would come to an end in the not too distant future. That time has come and it is appropriate to give weight to this agreement at the outset of the tenancy agreement. I consider that this is a relevant consideration in my determination.

- 67 Taking into account all of the evidence that is relevant in this case and the interest and impact on the parties by considering matters under s330A of the RT Act, and for the reasons identified above, I am satisfied that it is reasonable and proportionate to make a possession order.

Date of Possession Order

- 68 As it is reasonable and proportionate to do so, a possession order must be made. In determining the date the renter must vacate, it was the request of the renter that if an order of possession was to be made, the maximum time be provided for the renter to vacate the rented premises. Given the consequences of this order, the need for the renter to make appropriate applications with other accommodation providers to find alternative accommodation, if not family members, it may take some time for these steps to be undertaken.
- 69 As such, it is appropriate that the maximum time is afforded to the renter to vacate the rented premises and in accordance with s333(1)(a), a date that is 30 days from the date of the possession order will be provided.
- 70 As the date to vacate is 30 days from the date of the order, the Tribunal has no power to delay the issue of the warrant, with any delay under s352 of the RT Act limited to the same window of 30 days from the date of the order.
- 71 The rental provider will have six months from the date of this order in which to request the issue of the warrant and the time in which the warrant must be executed, once issued, will be 30 days.

S Webb
Member

