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Presented by Mr Anthony Herro

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## **About the Author**

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# Retail lease disputes: a practical guide to mediation and NCAT

In this paper we will cover the following areas:

1. Mediation – Office of the Small Business Commissioner
2. NSW Civil and Administrative Tribunal ('NCAT')
3. Amendments to the *Retail Leases Act*.

## Part one: mediation

Should a party litigate – consider a negotiated settlement?

1. When a party is involved in a retail lease dispute, as lawyers, we can be too quick to engage in the dispute resolution processes/litigation.
2. Before formal dispute resolution, we should consider if the matter can be resolved by negotiation.
3. This can be overlooked to the detriment of the parties.
4. One needs to assess strategically how best a dispute can be resolved.
5. In certain circumstances, even though a legitimate claim exists, a prudent party may decide simply not to proceed.
6. Whilst this may be seen as weakness or failure to stand up for one's rights, for the overall wellbeing of our client, it can be the better decision. It is sometimes questionable whether the costs, anxiety, delay and negative energy of legal processes are in fact worth it in the entire scheme of that parties' priorities.
7. One needs to assess what is the client's best interest.
8. Our role is to make our client's interests paramount.

9. If a party is in financial difficulty, it is a real and live issue.
10. Before one enters into the dispute resolution/litigation realm, if one is to truly put their client's interests first, one should discuss these matters with the client, particularly in those cases where the quantum involved is insignificant.
11. We have all been involved in matters where a client has said "it's matter of principle", or "I would rather pay you money than pay the other side," but we have a duty to our clients to reality test these assumptions.
12. Notwithstanding many jokes made at the expense of our profession, there are many lawyers who act out of goodwill (with similarity to the character of Atticus Finch in *To Kill A Mockingbird* or St Thomas More).
13. I suspect it is too infrequent that we actually advise clients whether or not they wish to pursue the matter early on and too often we may not talk through with our client all that is involved in the litigation.

## Mediation

14. I would just like to make some observations about how one should approach mediation.
15. There is a 90% chance that a retail lease dispute will resolve on the day of Mediation or shortly thereafter.
16. These are based on up to date statistics from the Office of the Small Business Commissioner.
17. In light of such a high settlement rate, it is most important that legal practitioners take mediation seriously and not see it as a "soft" option. It is an excellent tool for resolution of disputes.
18. In my view, many a mediation is 'won' or 'lost' because of the preparation or lack thereof of the party's legal representatives.

19. I've been involved as the Mediator in disputes and have been conscious that one of the parties may have a legitimate claim to which they are unaware because they have not received proper legal advice.
20. Likewise, one must rise above self-interest and look to what is the interests of the other party.
21. If one doesn't look at what the other party wants, how can one try to resolve the dispute?
22. Too often, we miss this point and can miss the real driver for the other party.
23. Sometimes money is not always the real issue for a party, but rather the reputation of that organisation may be paramount.
24. For example, confidential information like fit out contributions and any 'dirty laundry' of a party could be exposed in court or tribunal proceedings, regardless of whether the party was successful in the claim itself.
25. Litigation can result in information entering the public domain.

### **Mediation under the Retail Leases Act**

26. The Minister appoints the Registrar under the Act (Section 64).
27. The Registrar is empowered to make arrangements to facilitate the resolution by mediation of retail tenancy disputes (Section 65).
28. The Registrar can take proceedings for an offence against the Act, can report to the Minister on the operations of the Act, can intervene in any proceedings and become a party in such proceedings (section 65(2)).
29. The Registrar's function is independent, and the Registrar is not subject to the control or direction of the Minister (section 65(4)).
30. Any party or former party to a retail shop lease may refer a retail tenancy dispute or other disputes to the Registrar for mediation of the dispute (section 66).

31. A Mediator is granted the same protections and immunities as a Judge of the Supreme Court (section 66).

## Disputes must be submitted to seek Mediation before proceedings can be commenced

32. The Act has a requirement that a retail lease dispute may not be subject to proceedings before any court (and court includes tribunal) unless and until the Registrar has certified in writing that mediation has failed to resolve the dispute or matter or the court is otherwise satisfied that mediation is unlikely to resolve the dispute or matter. (Section 68).

33. This Section in practice occasionally is overlooked.

34. It does not prevent a party from seeking an order from a court/tribunal in the nature of an injunction (section 68(3)).

35. The Registrar must certify that the mediation has failed to resolve the dispute if the Registrar is satisfied that any one or more of the parties has refused to take part in or has withdrawn from mediation (section 68(2)).

36. This question was considered in the case of *Fordham Laboratories Pty. Limited v Sor and Anor* [2011] NSWSC 706.

37. This case involves an appeal from the decision of the Local Court on a question that the magistrate erred in law by construing Section 68 *Retail Leases Act* so as to prevent the commencement of proceedings in the Local Court, before the Applicant had complied with the provisions of this section.

38. Fordham ("the Landlord") leased to Sor ("the Tenant") retail premises which was used as a mixed business and video store. The Lease was for a term of 3 years with two further options to renew of 3 years each.

39. Following the first option, the lease expired on 19 May 2009 and was, by agreement, continuing as a monthly tenancy.

40. In 2007, a dispute had arisen, and the Landlord claimed the Tenant failed to pay outgoings of \$21,144, in breach of the Lease.

41. The parties attended mediation. The mediation failed to resolve the dispute and the Registrar issued a certificate to that effect on 13 June 2007.
42. On 9 June 2009, a notice to quit was served on the Tenant, however, by agreement the Landlord allowed the Tenant to stay until 19 August 2009.
43. By statement of claim filed on 10 November 2009 in the Local Court, the Landlord claimed \$68,201 for make good costs, unpaid outgoings and interest.
44. The Tenant filed a defence pleading Section 68 as a bar to the proceedings as the matter had not been to mediation.
45. A letter was tender where the Tenant invited the Landlord to attend mediation before the Tenant filed its defence, but this invitation was not accepted.
46. The Landlord submitted that as far as the outgoings claim was concerned, the certificate issued on 13 June 2007 satisfied this requirement.
47. The magistrate was informed that the Landlord had sought mediation the Friday before the hearing but the Tenant declined to participate on the grounds that the Tribunal had no jurisdiction to mediate whilst the proceedings were pending in the Local Court.
48. A certificate dated 18 August 2010 had been issued by the Registrar of the retail tenancy unit verifying that the proposed mediation had not taken place, which the Landlord submits should satisfy the requirements of Section 68 for that part of the claim that was not covered by the June 2007 certificate.
49. The magistrate had noted that there had neither been mediation for the financial years after 2006 nor for the costs of making good the premises.
50. The magistrate held that the statement of claim was an abuse of process and thus the pleadings were struck out as the Landlord had commenced proceedings in the Local Court before complying with Section 68.
51. The Court held that the words "subject to proceedings" are not confined to the pleadings by which an action is commenced but embrace the evidence and ultimate subject for decision.

52. The Court considered that the words “may not be subject of proceedings” were used by Parliament instead of “may not be commenced” so as to indicate that a court might consider the subject of the dispute before the parties where the court is satisfied that mediation is unlikely to resolve the dispute.

53. In paragraph 43 of the judgment Price J held:

“In my respectful opinion, the magistrate erred in law and the grounds of appeal has been established. The requirement to mediate is not a condition precedent to the commencement of proceedings, but the court may not proceed to hear and determine the dispute unless satisfied that mediation under Part 8 is unlikely to resolve the dispute”.

### **Statements made during mediation are not admissible.**

54. Any statement or admission made in the course of mediation is not admissible in any other legal proceedings (section 69).

55. In addition, frequently, the mediation agreement itself sets down rules about the mediation including confidentiality and the “without prejudice” nature of the mediation.

56. In the case of *City Convenience Leasing Pty Ltd v Dencal Pty Ltd* [2015] NSWCATAP 205, the tenant argued that it did not have to comply with the terms of settlement that were signed on the day of mediation, arguing that this was a breach of section 69 of the *Retail Leases Act* being a statement made in the course of mediation.

57. The Appeal Panel dismissed such an argument, stating that the settlement is not prohibited or inadmissible by virtue of section 69 because it was not made in the course of the mediation but rather the settlement agreement is something entered into after the mediation itself is concluded.

### **Practical tips for preparation for mediation at the Office of the Small Business Commissioner**

58. In preparing the mediation, one should take the matter seriously. One should consider one's case strategy.



59. There is no obligation to prepare a position paper.
60. If you are acting for the Respondent, you don't have to put on any response at all.
61. It is a matter of strategy whether or not you do so.
62. My usual practice is to prepare a position paper.
63. I think as a matter of fairness it puts the other side on notice as to the contents of the Respondent's argument and should particularise any alleged breaches of the Act or the Lease.
64. At the same time, the Application itself should, from the point of view of the Applicant, be prepared in a considered and meaningful way.
65. Some Applications simply annex a few documents, which, if the dispute is about a relatively small amount of money, may be the appropriate way to proceed to minimise the legal costs involved in preparing a position paper which may be unnecessary. Sometimes correspondence itself can say the whole story.
66. On this point, I think courtesy should always prevail and that is, if you wish to annex a chain of correspondence, it is not appropriate to simply annex your letters and to leave out those from the other side.
67. Parties often are unsure whether they should they mention the amount of money being sought in the Application itself.
68. It is a matter of case strategy whether or not one does put a dollar figure or whether one waits for the mediation itself.
69. I would usually suggest, if you're acting for the Applicant, it is advantageous to put time to quantifying as best you can, a party's loss.
70. The concern in all of these type of disputes is, sometimes it is difficult, if not impossible, to, in a mathematical way, actually calculate the true loss that is sustained as such amounts are based on a number of assumptions.

71. You should encourage your client to consider the alternatives to achieving settlement at mediation.
72. One should give a realistic estimate as to what will be the costs of proceeding if the matter goes to the Tribunal / Supreme Court.
73. A number of quite significant retail lease decisions have resulted in substantial liability against a party and I often wonder what occurred during mediation and if, in hindsight, parties considered that they should have settled the dispute then.
74. Thus, it is important for a party with a retail lease dispute to consider what their alternatives are and if a settlement is to be reached, the fact that maybe it is appropriate to discount one's claims to take account of the other uncertainties.
75. It is my recommendation in nearly every case where the parties have reached agreement, for a signed agreement to be reached on the day of mediation.
76. Sometimes parties want to document a settlement in the form of a deed.
77. Frankly, sometimes this is an unnecessary step but I can understand why some parties would want it and in certain cases I have also requested a deed.
78. My suggestion is that a heads of agreement should be signed on the day and with one of the terms being that the parties agree to document their settlement in the form of the deed reflecting the agreed terms.
79. That way, one reaches finality on the day and also, for those that want a greater protection of having a deed, that is dealt with later when you have the time.
80. I have been involved in mediations where a party brings a computer and the deed is signed on the day.
81. That may be appropriate for very large transactions, usually it means the mediation goes on for a long time.
82. It is important to stay focused until the terms of settlement are signed. It is too easy to miss something right at the last minute because one is tired.

83. Read it carefully.

84. Explain it to your clients carefully.

85. If you are not sure, hold off until you are sure about a certain contingency.

86. Of course, we're not saying it needs to be perfect in dealing with every possible contingency, but don't close your eyes and let your client sign if you are not comfortable that you've dealt with all of the key issues.

## NCAT

87. A retail tenancy claim means:

1. A claim in connection with the liability or obligation, being
  - i. A claim to payment of money
  - ii. A claim relief from payment of money
  - iii. A claim for doing a specified work
  - iv. A claim for the surrender of possession
  - v. A claim for assignment
  - vi. A claim for relief against forfeiture
  - vii. A claim for rectification of the lease or the lessor's disclosure statement
  - viii. A claim regarding the invalidity of a lease for inconsistency with the Act
  - ix. A claim for declaration of the rights, obligations and liabilities
  - x. A claim for compensation under section 10, 34, 35 or 62E
  - xi. A claim with respect to a security bond
2. An application by a specialist retail valuer.
3. A claim against the specialist retail valuer, including compensation for loss suffered as a consequence of use or communication or divulging of information (section 70).

88. A party to a retail shop lease may lodge a retail tenancy claim not more than three years after the liability or obligation that is subject that claim arose (section 71).

89. A lessee or lessor (or guarantor) may lodge an unconscionable conduct claim at the Tribunal not more than three years after the alleged unconscionable conduct occurred (section 71A).
90. A claim may be lodged more than three years after but not later than six years if the Tribunal orders it (section 71B).
91. The same time period applies to an unconscionable conduct claim.
92. The Tribunal may make an order on application by a party after hearing such of the persons likely to be affected by the Application as it sees fit and if the applicant satisfies the Tribunal that it is just and reasonable to make the order.
93. The application of section 71B was considered in the case of *203 Castlereagh Street Pty Ltd v Payce Property Pty Ltd* [2015] NSWCATCD 89.
94. The Applicant was the Tenant in Homebush Bay and had entered into a lease with the Landlord.
95. The Lease commenced on 18 July 2010 and terminated in July 2014.
96. On 27 January 2015, the applicant filed an Application relating to rent and land tax purportedly charged incorrectly by the Landlord in respect of the Lease.
97. The amount was claimed in relation to the following periods: rent from 19 January 2011 to 2 March 2011 and land tax on 30 August 2010 to 7 June 2011.
98. Section 71 (2) of the Retail Leases Act provides that a claim may not be lodged more than three years after the liability or the obligation that is the subject of the claim arose.
99. Section 71B(1) provides that a retail tenancy claim may be lodged more than three years but no later than six years after the liability or obligation that is subject to the claim arose if the Tribunal orders that the claim made lodged with the Tribunal.

100. When the matter was before the Tribunal on 17 February 2015, the Tribunal ordered that the Applicant apply for leave under section 71B and file and serve written submissions in in relation to such Application.

101. It is noted that the Applicant has not filed a separate Application for leave but seeks leave under section 71B in its submissions filed.

102. Section 71B(3) states that the Tribunal may make an order under the section:

1. on application by a party
2. after hearing such of the persons likely to be affected by the application as it sees fit and
3. if the applicant satisfies the Tribunal that it is just and reasonable to make the order

103. The onus is on the Applicant to satisfy the Tribunal that it is just and reasonable for the Tribunal to make the order extending the time for which the application is to be filed.

104. Whilst the Applicant did not file an application as required under section 71B(3)(a), the Applicant drew the Tribunal's attention to section 38(4) of the NCAT Act that states the Tribunal is to act 'with as little formality as the circumstances of the case permit and 'without regard to the technicality or legal forms.'

105. The Tribunal refers to the decision of *Polylux Pty Limited v Corpers (5) Pty Ltd* (2009) NSWADT 284, where at paragraph 44 it is said:

'the primary test for determination as to whether or not an extension of time should be granted is 'whether there can be a fair trial of the issues between the parties'... In other words whether there is prejudice to be suffered by the respondent if the extension to the time to lodge is granted'

and also at paragraph 47:

'Further, this is basically a dispute about the quantum of rent being paid as the financial records would not be hard to be reproduced. Thus, I do not believe there is any prejudice against the respondent in the delay nor am I persuaded that the respondents will suffer any significant forensic disadvantage.'

106. The Tribunal was not persuaded that the quality of justice will be impaired if the Applicant is allowed to proceed with its application.
107. The matters in dispute relate to claims for overpaid rent and land tax which can be easily dealt with without too much evidence or recollection from witnesses.
108. Whilst the Tribunal would have preferred that the Applicant, in seeking exercise of the Tribunal discretion, would have filed a separate application, note was taken of reliance by the applicant's agent on section 38 (4) of the NCAT Act which allows for some informality and accordingly, the applicant's submissions were accepted.
109. The Tribunal did not order costs in favour of the Applicant in granting leave, however this is not to say that costs would not be awarded in the substantive case.

## [Amendments to the Retail Leases Act](#)

### **1. Jurisdictional Limit**

1. Jurisdictional limit of NCAT has increased to \$750,000 (previously \$400,000) (Section 73)

### **2. No minimum 5-year term**

2. Minimum 5-year term is removed from the Act. (Section 16)

### **3. Compulsory Registration**

3. Lease for a term of more than 3 years (or that is required by the Lease to be registered), the Landlord must lodge the Lease for registration within 3 months after the signed Lease is returned to the Landlord. (new Section 16). Failure to register is an offence – 50 penalty points. (Currently one penalty unit is \$110).
4. Question whether 50 penalty points is a sufficient deterrent.

### **4. Executed copy of Lease**

5. The Landlord must provide the Tenant with an execution copy of the Lease within 3 months after the Lease is returned to the Landlord/Landlord's Lawyer/Agent following execution by the Tenant (Section 15(1)).
6. The 3 month period is to be extended for any delay attributed to the need to obtain consent from a head Landlord or mortgagee (being a delay not due to any failure of the Landlord to make reasonable efforts to obtain consent) (Section 15(2)).

### **5. Bank Guarantee to be returned within 2 months**

- A Landlord must return a bank guarantee to the Tenant within 2 months after the Tenant completes performance of the obligations under the Lease that secure the bank guarantee (Section 16BA)

## **6. Compensation for Tenant who validly terminates in the first 6 months**

- Compensation for costs reasonably incurred is payable to a Tenant who terminates the Lease in the first 6 months pursuant to an existing right of the Tenant due to failure by the Landlord to provide a Lessor's Disclosure Statement or for providing an incomplete or false or misleading Lessor's Disclosure Statement, including expenditure by the Tenant in connection with the fitout of the retail shop. (Section 11(2A))

## **7. Lessor's Disclosure Statement can be amended by agreement or by NCAT**

- The Lessor's Disclosure Statement can be amended by agreement in writing (or by NCAT) both before and after the Lease is entered into and any amendment will take effect from the date specified in the agreement (which can be a date before the agreement was entered into). (Section 11(6) and Section 72AB).
- This overcomes the current concerns as to whether or not a Lessor should re-issue (and then have to wait a further 7 days) a new Lessor's Disclosure Statement where there has been an agreed change to the commercial terms.

## **8. Cannot charge Tenant Mortgagee's consent fees**

- It is my view that mortgagee's consent fees were prohibited under the prior Act.



- However, in practice, some parties still considered this not to be the case – thus the Act has been amended to specifically prohibit (by amending the definition of *lease preparation expenses*) a Landlord from charging a Tenants expenses incurred in connection with obtaining the consent of a mortgage (Section 3).

## **9. Excludes certain non-retail uses from the Act**

- ATMS
- Vending machines
- Public telephones
- Children’s rides
- Signage display
- Internet booths (not being an internet café or similar use)
- Private post boxes
- Storage of goods for use or sale in a retail shop (not including storage on premises from which goods are sold)
- Car parking (not being car parking provided as part of the business of a car park)
- Communications tower
- Digital display screens
- Display of signage (not including the use of premises from which signage is sold)
- Public tables and seating
- Self-storage units
- Storage lockers

A new Schedule 1A sets various usages which are excluded from the Act.

## **10. Limitation of liability for Tenant for undisclosed outgoings**

- A Tenant is not required to pay any amount to the Lessor in respect of any outgoings unless the liability to pay the amount was disclosed in the Lessor's Disclosure Statement.
- If the Lessor's Disclosure Statement provides an estimate and the estimate is less than the actual amount:
  - If there is no reasonable basis for the estimate, liability is limited to the estimate.
  - And if this occurs, any subsequent increase is to be reduced in the same proportion.
- The section does not apply to an outgoing in the nature of a tax, rate or levy that is imposed under an Act after the Lessor's Disclosure Statement is given and was not an outgoings of the Lessor when the Lessor's Disclosure Statement was given.
- The Tenant is entitled to recover from the Landlord any amount paid to the Landlord that the Tenant was not liable to pay because of this Section.
- Advertising/Promotion is not considered an outgoings for the purposes of this Section.

## **11. Expanded definition of outgoings**

- Management fees are included in the definition of outgoings.

- Outgoings includes “fees charged by the Lessor for services provided by the Lessor in connection with the management, operation, maintenance or repair of the retail shop building or land” (Section 3A)

## **12. Clarification regarding application of the Act to agreements for lease.**

- Previously, it was my view that the Act did apply to *agreements for lease*, due to the fact that the definition of “retail shop lease” uses the words “a person grants or agrees to grant”.
- The words “agrees to grant” have been removed, and a separate section (Section 3B) specifically states that the Act does apply to *agreements for lease* and that the obligation to provide a Lessor’s Disclosure Statement arises at the time of the *agreement for lease* and that a further Lessor’s Disclosure Statement is not required or permitted in relation to the resulting lease.

## **13. Exemption in relation to stalls in market but applies to permanent retail markets**

- A *permanent retail market* is an assemblage of stalls, styled or described as a market, that are predominantly used for retail businesses and operate in a building or other permanent structure the sole or dominant use of which is the operation of a market provided the stall also satisfies the definition of *retail shop*. (Section 6B).
- The Act will not apply to a stall in a market, unless the market is a *permanent retail market*. (Section 6B(1)).

- The Act will permit regulations including a mandatory code of conduct for permanent retail markets. (Section 6B(4)).

#### **14. Applies to proposed Lessee and Lessor**

- The Act clarifies that the provisions of the Act apply to proposed Landlords and Tenants (Section 3(2))

#### **15. Removal of exemption for premises in an office tower that forms part of a retail shopping centre**

- This clarification will overcome the anomaly that previously existed where for example, a restaurant is an office tower which is located above a shopping centre, arguably is exempt for the provisions of the Act, notwithstanding it is a usage set out in Schedule 1 – so that the intention is that the Act should apply – but in such an example, the specific shop falls both within the exclusion and within the inclusion provisions. This amendment will overcome this problem.

#### **16. Lease can require police and security checks on persons who can be employed in a retail shop, provided approval of the Registrar is obtained.**

- A retail shop can impose restrictions requiring police and security checks for persons employed in the shop but this restriction is only permissible with the approval of the Registrar in the particular case (Section 37).

#### **17. Penalty Notices**

- An authorised officer may issue a penalty notice to a person who appears to the officer that the person has committed an penalty notice offence. (Section 83A)
- A *penalty notice offence* is an offence under the Act or regulations that is prescribed by the regulations as a penalty notice offence.
- The *Fines Act 1996* applies to a *penalty notice*.
- Under such Act, if a person issued with a penalty notices does not wish to have the matter determined by a court, the person may pay the amount specified in the notice and is not liable to any further proceedings for the alleged offence.

## 18. Rectification

- Previously NCAT could only rectify a lease with the consent of the parties.
- Section 72AB (b) to (d) will now allow NCAT to rectify a lease:
  - If the Tribunal is satisfied that the order is necessary to correct an error or omission;
  - If the Tribunal is satisfied that the order is necessary to give effect to the intention of the parties when the lease was entered into;
  - If the Tribunal is satisfied that the order is necessary to give effect to the actual disclosure of information between the parties.

## **19. Registrar to appoint Specialist Retail Valuers to determine market rent views**

- The Registrar may appoint Specialist Retail Valuers on application under the Act.

## **20. Demolition**

- Clarifies that the protection to Tenants afforded by the Act applies to proposed demolition of the building *or any part of the building*. (Section 35)
- The Lease cannot be terminated by the Landlord unless the proposed demolition cannot be carried out practicably without vacant possession of the shop (new Section 35(1)(a1)). Previously this position was reflected in the definition of *demolition*.
- In my view, the Act should have gone further to require reasonable compensation for demolition as this is becoming a more frequent event faced by retailers who did not anticipate that the demolition clause would be triggered.

## **21. Consent to assignment**

- Improved drafting of Section 41.
- Clarifies that the Landlord must provide an updated Lessor's Disclosure Statement within 14 days of request (Section 41(c))

- If the Landlord fails to do so, whereas previously this requirement could be ignored, now the Tenant must provide a Lessor's Disclosure Statement completed by the Tenant to the best of the Tenant's knowledge (but with information as to current outgoings).

## **22. Online Transactions**

- Revenue from online transactions are not to be included in turnover for the purposes of determination of rent, except for transactions where goods or services are delivered or provided from or at the retail shop or where the transaction takes place while the customer is in the retail shop (section 20).
- The Act will prevent the Tenant from having to provide the Landlord with information about online transactions, except for transactions where goods or services are delivered or provided from the retail premises or where the transaction takes place while the customer is in the shop (section 47).

## **23. Assignment – Where Lease was awarded by public tender**

- A further ground for refusal to Consent to Assignment has been added, namely where a retail shop lease has been awarded by public tender and the Assignee fails to meet any criteria of that tender (section 34(1)(d)).

## **24. Rental Bond**

- The Act provides for an online rental bond service to be provided by Secretary (section 16WA).

- After mediation of a bond dispute, the Secretary must pay out the bond in conformity with the resulting agreement on receipt of a certificate or a notice in writing in a form approved by the Secretary, that is signed by the parties and sets out the terms of the resulting agreement.
- That is, a notice signed by the parties is sufficient, rather than the Secretary having to wait for a certificate to be issued.
- The requirement to pay interest on security deposits has been removed.

Anthony Herro

25 August 2018