

## **APPENDIX 2**

### **SAMPLE SUMMARY OF CASE FOR THE TRIBUNAL**

#### **Case summary by Daria Dobbs**

*Name of applicant:* Daria DOBBS (tenant)

*Name of respondent:* Esther EBBS (landlord)

*Address of rented premises:* 1/9 Browne Street, DUNNVILLE

*File No:* RT 12/3456

*Date of Tribunal hearing:* 2 May 2012

#### **Orders sought**

1. That the landlord install keyed window locks to all windows at the premises
2. That the landlord compensate the tenant in the amount of \$3800 for losses suffered as a result of a break-in.

#### **Facts of the case**

3. The premises are a ground-floor flat, in a block of four flats. I signed a tenancy agreement for the premises on 2 February 2012. See attachment A.
4. I completed and returned the condition report on 6 February 2012. I noted on the condition report that the windows of the premises had 'thumb' locks only (not keyed locks). See attachment B.
5. When I returned the condition report, I asked the agent, Fiona Fibbs, if the landlord would install keyed locks or bars on the windows. The agent said she'd ask the landlord.
6. On 21 February 2012, having received no response, I emailed the agent and repeated the request. See attachment C.
7. On 10 March the agent attended the premises for an inspection. I drew her attention to the windows, and to the fact that they open onto a lane, and that each of the other flats in the building has barred windows. The agent said she would get back to me.

8. On 23 March I returned home at 6pm and found that the premises had been burgled. The pane in the bathroom window had been smashed, and the window unlocked and opened. My laptop, camera and items of jewellery were stolen. I called the police, who attended the premises at 9pm. See attachment D.
9. On 24 March I informed the agent of the break-in, and that I held the landlord responsible for the loss of my goods.
10. On 26 March the landlord and another person attended the premises. The other person replaced the windowpane, but not the locks. The landlord asked if I had insurance. I replied no. The landlord then said that she was not an insurance company and that she would not pay.
11. The value of the goods stolen is as follows:

Laptop computer	\$1800
Camera	\$1100
Diamond earrings	\$900
<b>Total</b>	<b>\$3800</b>

### Argument

12. The landlord has breached her obligation to 'provide and maintain the locks or other security devices necessary to ensure that the residential premises are reasonably secure' (s 70(1)).
13. In determining whether a landlord is in breach of the obligation, the Tribunal may consider certain factors at section 191(2) of the *Residential Tenancies Act 2010*. I will discuss each of the factors.
14. 'The physical characteristics of the premises and adjoining areas' (s 191(2) (a)). The fact that the premises are on the ground floor, have windows facing a lane, and are obviously less secure than the other flats in the building makes the premises a likely target for burglary.
15. 'The requirements of insurance companies for allowing the tenant to obtain insurance for property of the tenant kept at the premises' (s 191(2) (b)). The insurance company HIJ Ltd advises that it would require keyed window locks as a condition of providing insurance at the premises. See attachment E.
16. 'The likelihood of break-ins or unlawful entry or risks to the tenant's personal safety' (s 191(2)(c)). The NSW Bureau of Crime Statistics and Research Crime Hot-spot Map for Dunnville LGA shows that Browne Street is in a 'hotspot' for break and enter, steal from person and steal from motor vehicle offences. See attachment F.
17. In determining whether compensation is payable, the Tribunal must consider 'the actions taken, or that should reasonably have been taken, by the tenant and the landlord for the security of the premises' (s 191(3))

of the *Residential Tenancies Act 2010*). I acted reasonably by asking the agent for better locks, and following up the request twice.

18. As a result of the breach, I have suffered loss in the amount of \$3800, being the total value of the stolen items.
19. Proof of ownership and value of the laptop and camera are shown in my receipts (attachments G and H).
20. The earrings were a gift from my friend Gary Gibbs, so I do not have a receipt. Proof of ownership is shown by the photograph of myself wearing the earrings (attachment I) and Gary Gibb's testimony (attachment J). The value of the earrings is shown in Gary Gibb's credit card statement (attachment K).

### Conclusion

21. The landlord failed to ensure that the premises were reasonably secure, and as a result I have suffered loss. The landlord should be ordered to install keyed window locks and to compensate me for the loss of my goods.

### Attachments

- A. Copy of front page of tenancy agreement between Daria Dobbs and Esther Ebbs for 1/9 Browne Street, Dunnville.
- B. Copy of condition report.
- C. Copy of email of 21 February 2012, sent by Daria Dobbs to Fiona Fibbs.
- D. Copy of Police Incident Report of 23 March 2012.
- E. Copy of quote for insurance from HIJ Ltd.
- F. Copy of Bureau of Crime Statistics and Research Crime Hot-spot Map for Dunnville, 2011.
- G. Copy of receipt for laptop.
- H. Copy of receipt for camera.
- I. Photograph of self, wearing earrings.
- J. Witness state of Gary Gibbs.
- K. Copy of credit card statement of Gary Gibbs.