

**IN THE MATTER OF AN INQUIRY
PURSUANT TO Ss 44, 65, 67, 68, 69 & 77
OF THE *AGENTS LICENSING ACT 1979*
INTO AN APPLICATION FOR
DISCIPLINARY ACTION**

APPLICANT :	SIOBAHN PICKETT
RESPONDENT:	UNIGAR PTY LTD (T/A DUNVEGAN REAL ESTATE)
DATE OF HEARING:	5 JULY 2023 (9.00am)
Deputy Chairperson: Alternate Member Alternate Member	Gabrielle Martin Lea Aitken Joseph Kuhn
Appearances:	Dale Walker
Counsel Assisting: Counsel for the Respondent	Tass Liveris Lucy Zhao
Support staff	Marita Cabot Deputy Registrar Land Business and Conveyancing Agents Laine Cornish Senior Board Support Officer

STATEMENT OF REASONS FOR DECISION

BACKGROUND

1. This matter concerns an application for disciplinary action pursuant to s.68(3) of the *Agents Licensing Act 1979* (“the AL Act”), (“the Complaint”) by Siobahn Pickett (“the Complainant”).
2. At all material times:
 - (a) Unigar Pty Ltd (Unigar) was the holder of licence number REL1327 and was licensed to carry on business as an agent under the Act, having first held a licence since 13 April 2021;
 - (b) Unigar’s business and trading name was Dunvegan Real Estate (Dunvegan).
 - (c) Dale Walker was the holder of licence number 805/REL and was licensed to carry on business as an agent under the Act, having first held a licence since 7 May 2010;

- (d) Ms Walker is a Director of Unigar and Principal of Dunvegan;
- (e) Dunvegan was the property manager of the property at 43 Warbird Street, Zuccoli, and the agent of the Property owner, Timothy James Garner (Owner).
- (f) Chrissy Schei, agent's representative of Dunvegan was the property manager of the property at 43 Warbird Street, Zuccoli,

3. The Inquiry focused on

- a. Whether the property at 43 Warbird Street Zuccoli 0830 in the Northern Territory ("Premises") was habitable and/or handed over to the Complainant in a reasonably clean condition on 20 October 2020, when she and her family took up residence in the Premises.
- b. The conduct of Dunvegan Real Estate (Dunvegan) the Respondent, and Ms Walker and Ms Schei in relation to;
 - i. advertising the Premises in and around September / October 2020 stating it was available for rent from 13 October 2020;
 - ii. the list of maintenance and repairs as advised by the Complainant in various email between 20 and 26 October 2020;
 - iii. the Incoming Condition Report provided by the Complainant on or around 26 October 2020 also advising of maintenance and repairs needed at the Premises;
 - iv. the Complainant's advice that the Premises was not ready for occupation on 20 October 2020 (ie not habitable) and in breach of s.48 of the *Residential Tenancies Act 1999* (the RT Act); and
 - v. failure to notify and invite the Complainant to the Outgoing Inspection on 7 December 2020 in breach of s.110 of the RT Act.
- c. Whether the Respondents have breached any of the rules of conduct for agent's representatives¹, agents², particularly Rule 5(a)³, Rule 11⁴ and Rule 12⁵;
- d. If any of the allegations are established⁶, the Board may take disciplinary

¹ S.44 of the AL Act provides that disciplinary action may be taken when an agent's representative acts in a manner that, had the agent's representative been a licensed agent, would have been in breach of the Rules of Conduct;

² Prescribed under regulation 25 and Part 1, Schedule 4 of the Agents Licensing Regulations 1979 (Rules of Conduct).

³ A failure to have due regard to and comply with rules of real estate practice published or approved by the Real Estate Institute of the Northern Territory (REINT) (Code), being a failure to uphold the honour and dignity of the profession and not engage in any activity that may bring the profession into disrepute and, in particular, conduct business and personal activities in compliance with the Code and Legislation

⁴ A failure to exercise due skill, care and diligence in carrying out the agent's duties on behalf of a client

⁵ A failure to exercise due skill, care and diligence when dealing with any person in the course of conducting business as an agent.

⁶ In occupational disciplinary matters it is well established that the Board must reach a comfortable level of satisfaction in finding the matters proved on the balance of probabilities, consistent with the seriousness of the allegations and reflecting the serious consequences of any finding: *Briginshaw -v- Briginshaw* [1938] HCA 34; (1938) 60 CLR 336 at 362.

action under s.67(1)(c) of the Act and may take any one or more of the actions set out in s.69 of the Act.

THE COMPLAINT

4. On 6 August 2021, the Complainant applied for disciplinary action to be taken against Dunvegan Real Estate concerning a Tenancy Agreement and events between 13 October 2020 and 7 December 2020. She named Dale Walker and Chrissy Schei in the Complaint.
5. The Complainant alleged the following:
 - a. The Premises were not clean upon taking up occupation;
 - b. She was advised that the cleaners did not have power on to carry out a proper clean and that they could not return for two weeks to do a re-clean;
 - c. If the Complainant wanted the Premises clean, she should do it herself or wait the two weeks;
 - d. Maintenance issues from the previous tenancy not addressed;
 - e. None of the maintenance issues raised by the Complainant in emails with photos sent between 20 October to 7 December 2020 were addressed by Dale Walker and/or Chrissy Schei;
 - f. The emails with photos sent between 20 October to 7 December 2020 highlighted breaches under the AL Act and were ignored; and
 - g. The Complainant was not notified about the Outgoing Inspection on 7 December 2020.
6. The Complainant did not appear in the Inquiry.

RESPONDENTS' RESPONSE

7. The Inquiry heard from Dale Walker in person.
8. The previous tenant vacated on 9 October 2020.
9. The Premises was bond cleaned by the vacating tenant, at which time there were some cleaning issues outstanding.
10. The cleaners re-attended to clean the Premises, but the power was off. They did their best in the circumstances.
11. They rectified most matters and Dunvegan tried to push for further cleaning by the outgoing tenant, however this was not possible;
12. Despite these issues, the vacating tenant handed the Premises back in a reasonably clean condition, even though Dunvegan's standards are much higher than the Property's actual condition at hand back.
13. The Property was advertised as being available from 13 October 2020 but it was not available for occupation on that date.
14. The tenants signed the Tenancy Agreement on 14 October 2020 and stayed in a hotel until 20 October 2020.
15. On 19 October 2020, the Tenants asked Dunvegan for access to the Premises before they took possession, however Dunvegan notified them that this was not

possible.

16. On 19 October 2020, Dunvegan conducted an inspection of the Premises and completed an Ingoing Condition Report (Incoming Report).
17. The Incoming Report was given to the Tenants on 20 October 2020.
18. The tenants complained about the state of the Premises. Ms Schei offered to send in cleaners on 20 October 2020 but did not know that they would not be available for two weeks. The Tenants said not to worry. They said they would do the cleaning but needed help with the fans.
19. There was a blocked toilet but there were two other toilets in the Premises so it was not an emergency situation. They could not get a tradesperson to attend to the blocked toilet for a week.
20. Throughout the tenancy, the Complainant's husband (Derek Mitchell) was rude and sometimes abusive especially towards the Owner and Ms Schei. Ms Walker alleged that there were threatening and offensive emails sent by Mr Mitchell.
21. The Tenants also had issues with the arrears and the ongoing rent until a new contract was signed with another Tenant.
22. The Tenant was advised of the "blacklist" if they did not pay the arrears etc
23. Ms Walker also said that:
 - a. After the Tenants had vacated the Premises, the Complainant telephoned her and apologised for Mr Mitchell being so grumpy; and
 - b. She told her that Mr Mitchell had lost his job and was under a lot of financial pressure and apologised that they had taken out some frustrations on the Dunvegan staff.

LEGAL PRINCIPLES

24. In conducting an inquiry, the Board is not bound by the rules of evidence and may inform itself in such manner as it thinks fit⁷. In occupational disciplinary matters, an issue needs to be proven to the reasonable satisfaction of the decision-making body, having regard to the seriousness of the allegation made, the inherent unlikelihood of an occurrence of a given description (or the inherent improbability of an explanation), or the gravity of the consequences flowing from a particular finding⁸.
25. Disciplinary proceedings are proceedings *sui generis*⁹. Whereas civil proceedings are generally brought to protect and enforce private rights and seek compensation and damages for wrongs and the object of criminal proceedings is to deter and punish the commission of crimes, the purpose of disciplinary proceedings is to maintain proper ethical and professional standards, primarily for the protection of the public, but also for the protection of the profession¹⁰.

⁷ S.77(9) of the Act

⁸Briginshaw -v- Briginshaw [1938] HCA 34; (1938) 60 CLR 336 at 362; Re Whittles Body Corporate Management Pty Ltd, Agents Licensing Board, 5 May 2021 (Re Whittles) at [15].

⁹. *Weaver -v- Law Society of NSW* (1979) 142 CLR 201 at 207.

¹⁰ *Health Care Complaints Commission -v- Litchfield* (1997) 41 NSWLR 630 at 635 - 636

26. “The Real Estate Code” is designed to assist and guide members of the REINT in their conduct with the public and other real estate practitioners. Although it is voluntary, the Code seeks to set boundaries of acceptable conduct in real estate practice and determine minimum standards of behaviour expected of members, with the objectives being to encourage compliance with legislation and ethical conduct¹¹.
27. Under the Code, a practitioner ¹² should uphold the honour and dignity of the profession and not engage in any activity that may bring the profession into disrepute and in particular, conduct business and personal activities in compliance with the Code and legislation¹³.
28. Relevantly, s65 of the Act “Rules of Conduct” provides:
- (1) A licensed agent must not breach the rules of conduct.
 - (2) A licensed agent who attempts to do an act the doing of which would be a breach of the rules of conduct for agents, or agents of a class of which he is one, is guilty of a breach of the rules of conduct for agents.
 - (3) Where a licensed agent who carries on business as a member of a firm contravenes or fails to comply with a provision of Part V, each licensed agent who is a member of the firm shall be deemed to be guilty of the contravention of, or failure to comply with, that provision.
 - (4) A company or firm is guilty of a breach of the rules of conduct for agents if:
 - (a) the company or firm is a licensed agent acting on behalf of a client; and
 - (b) a director or employee of the company or firm does an act, or fails to do an act, or attempts to do an act, the doing of, or the failure to do, which would, if the director or employee were a licensed agent, make the director or employee guilty of a breach of the rules of conduct for agents.
29. Section 65(1) to (3) of the Act provides a formula upon which licensed agents are dealt with if they breach the Rules.
30. Section 65(4) provides for the consequences of conduct of a director of a company (or an employee ie not a licensed agent) where that person commits a breach of section 65(1) to (3) of the Act and, as such, the public is protected by the vicarious liability of the employer. However, the conduct must be within the scope of their employment. Section 65(4) of the Act has been held to be a “deeming provision” in this respect¹⁴.

¹¹ Code, page 2.

¹² Defined to mean any licensed or registered agent, sales representative, property manager, strata/Body Corporate manager or auctioneer involved in real estate for fee or reward: see page 3

¹³ Code, p.4.

¹⁴ Fowler (Respondent) v Commissioner for Her Majesty's Revenue and Customs (Appellant) [2020] UKSC 22 at [27]

Agents' Duties

31. In carrying out duties on behalf of a client, an agent is required to exercise such skill, care and diligence as is usual or necessary for the ordinary or proper conduct of the business or profession in which they are employed, or is reasonably necessary for the proper performance of the duties undertaken by them¹⁵.
32. The terms "skill", "care" and "diligence" are not defined in the Act. In *Re Whittles*, the Board applied dictionary definitions, specifically "the ability to do something well; expertise", "serious attention or consideration applied to doing something correctly or to avoid damage or risk" and "careful and persistent work or effort", respectively¹⁶.
33. The *Real Estate Code* (the Code) is designed to assist and guide members of the REINT in their conduct with the public and other real estate practitioners. Although it is voluntary, the Code seeks to set boundaries of acceptable conduct in real estate practice and determine minimum standards of behaviour expected of members, with the objectives being to encourage compliance with legislation and ethical conduct¹⁷.
34. Under the Code, a practitioner¹⁸ should uphold the honour and dignity of the profession and not engage in any activity that may bring the profession into disrepute and in particular, conduct business and personal activities in compliance with the Code and legislation¹⁹.
35. It is noted that an agent's representative is bound by the same Rules of Conduct²⁰.

Habitability and Cleanliness

36. It is a term of a tenancy agreement that a landlord must ensure that the premises and ancillary property to which a tenancy agreement relates are habitable and are reasonably clean when the tenant enters into occupation of the premises²¹.
37. The "premises" relevantly means the residential premises and the ancillary property (ie the garden)²².
38. The meaning of a "reasonably clean condition" means that the premises are kept to the standard of a weekly clean, not a spring clean. The premises need not be kept in pristine condition²³.
39. Questions of fitness for habitation, apart from health and safety, is

¹⁵ *Re Whittles* at [66] – [67], citing *Georgieff -v- Athans* (1981) 26 SASR 412 at 413.

¹⁶ At 72.

¹⁷ Code p.2

¹⁸ Defined to mean any licensed or registered agent, sales representative, property manager, strata/Body Corporate manager or auctioneer involved in real estate for fee or reward: see page 3.

¹⁹ Code p.4

²⁰ S.44 of the AL Act provides that disciplinary action may be taken when an agent's representative acts in a manner that, had the agent's representative been a licensed agent, would have been in breach of the Rules of Conduct;

²¹ S.48 of the *Residential Tenancies Act 1999*

²² S.4 of the *Residential Tenancies Act 1999*

²³ *Tomkinson -v- Telles* [2021] VCAT 1428 at [20].

“reasonable comfort”. Fitness for habitation is to be judged against a standard of reasonableness having regard to the age, character and locality of premises and to the effect of the defect on the state or condition of the premises as a whole²⁴.

EVIDENCE

40. In and around September/October 2020, Dunvegan advertised the Property for rent on www.rent.com.au for \$620.00 per week and as being available from 13 October 2020.
41. Contrary to the Property advertisement, the Property was not available for occupation from 13 October 2020, because Unigar did not have sufficient staff available to conduct an inspection of the Property and complete an ingoing condition report to enable the tenancy to commence on that date.
42. On 8 October 2020, Dereck Mitchell and Siobahn Pickett inspected the Property and submitted a rental application to lease it for 6 months.
43. On 12 October 2020, Dunvegan asked them whether they would enter into a 12 month lease and the Tenants replied that they would.
44. On 13 October 2020, Dunvegan notified the Tenants that their rental application was successful and on 14 October 2020, the Tenants entered into a Residential Tenancy Agreement with Dunvegan for the Premises.
45. It was a term of the Tenancy Agreement, that the Owner must provide the Property in good and tenantable repair and fit for human habitation, subject to the Tenant’s obligations under the RTA and having regard to the age, character and prospective life of the Property (cl.10.1).
46. The Complainant sent to Dunvegan the Incoming Condition Report on 26 October 202 and a number of emails between 20 October and 7 December 2020 detailing issues with the exterior, lounge rooms, kitchen, passageways, bedrooms, ensuites, balconies, laundries, bathrooms and kitchen, including:
 - (a) Dead insects on the floors and ceilings;
 - (b) Cobwebs on the ceilings;
 - (c) Dog hair in the door tracks of the flyscreen sliders in the lounge room;
 - (d) Lounge room skirting dirty and grimy;
 - (e) Wipe marks on the lounge room windows and louvres;
 - (f) Lounge room air-conditioner wall mount dirty and remote screen broken;
 - (g) Inside and outside kitchen cupboards sticky and dirty;
 - (h) Kitchen power point cracked on cook top;
 - (i) Glass stains on stove window;
 - (j) Wipe marks on the kitchen louvres and windows;
 - (k) Back verandah ceiling fans were dusty;
 - (l) Upstairs balcony fans were not working and dusty;
 - (m) Power points were dusty;
 - (n) Balcony fan control was not working and rusty;
 - (o) Balcony light fittings and globes were dusty;
 - (p) Balcony stairwell was sun-damaged;
 - (q) Lounge room light switches, power points, and data points were dirty and dusty;

²⁴ *Chief Executive Officer -v- Young* [2022] NTCA 1 (**Young**) at [30] – [50].

- (r) Mould in the dishwasher;
- (s) Mould in shower floor tiles;
- (t) Shelves were dirty and dusty;
- (u) Weeds, cigarette butts, plastic and loose rubbish in the garden;
- (v) Wheelie bin full with rubbish and dirty;
- (w) Wall front of the carport dirty with dust, spider webs and lizard droppings;
- (x) Oil stains on the floor surface of the carport;
- (y) Loose rubbish, plastic, hose cutting and leaf litter in the garden;
- (z) Kitchen blinds were marked;
- (aa) Kitchen plug discoloured and unclean;
- (bb) Kitchen sink did not hold water;
- (cc) Scuff marks on the passage walls, skirting dirty and grimy;
- (dd) Main bedroom walls marked from furniture & dirty & dusty behind the TV;
- (ee) Main bedroom fans, floors and skirting dirty;
- (ff) Screen and glass doors did not fit properly;
- (gg) Taps leaked;
- (hh) Toilet blocked;
- (ii) Air-conditioners not working properly;
- (jj) Front gate could not be locked;
- (kk) Light bulbs required replacing, including 3 out of 4 globes in the carport;
- (ll) Letterbox was unsecure.

47. On 21 October 2020, Dunvegan spoke with the Complainant about the maintenance and cleanliness issues that had been identified and arranged for some additional cleaning and grouting works to be completed by the Owner. Dunvegan emailed the Complainant on 20 and 22 October 2020.

48. Notwithstanding the attempts by Dunvegan to address the issues raised by the Complainant, the Complainant was of the view that, at the time the Tenants entered into possession of the Premises, it was:

- (a) not habitable; and/or
- (b) not handed over in a reasonably clean condition, in that it was not maintained to the standard of a weekly clean.

49. On 30 October 2020, the Tenants notified Unigar that they would terminate the Residential Tenancy Agreement, as a result of the ongoing cleanliness and maintenance issues with the Premises, lack of satisfactory action by Dunvegan, noise and aggression by the neighbouring dog and other matters.

50. The Tenants handed the Property keys back to Unigar on 7 December 2020. Dunvegan conducted the outgoing inspection report on that day, without informing the Tenants or providing them or their representative with the opportunity to be present while the outgoing inspection report was completed.

FINDINGS

51. When a person enters into a rental agreement for a premises, the expectation is that it will be reasonably clean, water and plumbing, all lights, fans and other electrical items will be fully operational. The RT Act only requires that the premises and the ancillary property be “reasonably clean”.

52. This was not the case for the Complainant and her family.

53. In particular, there was a blocked toilet and it was not repaired in a timely manner. Even though there were two other toilets in the Premises, the blocked toilet ought

to have been of priority to repair it.

54. The previous tenant, no doubt, complained about it and that tenant vacated the Premises on 9 October 2020, some 12 days before the Complainant moved in. Dunvegan said it had problems getting a tradesperson to attend the Premises but that related to the period when the Complainant was already in occupation of the Premises.
55. Electrical items not working properly included missing lightbulbs/fluoros, and issues with the fans and air conditioners. Fans and air conditioning are essential to living requirements on the Territory, especially in the Build-up between October and November and the rest of the Wet. They ought to have been operational at the commencement of Tenancy Agreement.
56. Dunvegan said they were unable to make arrangements for a re-clean because their cleaner was on holiday for two weeks. There was no explanation why they could not have engaged a different contract cleaner to come in and take care of the remaining cleaning issues.
57. The Board accepts that the Complainant offered to do some of the cleaning but needed help with the fans.
58. The mailbox was not secure and the Complainant had the expense of purchasing a local Post Office Box. I note the mailbox was not replaced until after the Tenant vacated on 7 December 2020 some seven weeks from the date of the commencement date of the Tenancy Agreement and Incoming Condition Report.
59. Obviously, the property advertised was not the property presented to prospective tenants who would have expected most of the issues listed in paragraph 46,, if not all, not to be present in the property.
60. The Dunvegan's advertisement said that the Property would be available from 13 October 2020.
61. Dunvegan misrepresented the property in the advertisements and it failed to attend to necessary repairs (eg the blocked toilet and the fans and the air conditioners) as soon as possible and before the re-letting of the property.
62. Ms Schei, the Property Manager, held the outgoing inspection on 7 December 2020. She did not notify the Complainant of the inspection in contravention of s.110 of the RT Act.
63. Even though there were many issues for the Complainant about the state of the premises at the commencement of the Tenancy Agreement, in the opinion of the Board, it was still habitable and safe (s.47 RT Act).
64. Given the number of the items in the list at paragraph 46 referring to numerous dusty, dirty or grimy surfaces and dead insects/cobwebs/dog hair, and mould in the dishwasher and on the shower floor, to name a few, the Board finds that the Premises were not "reasonably clean" at the time the Tenants entered into occupation of the premises in contravention of s. 48(1)(c) of the RT Act.
65. Issues with the ancillary property included weeds, cigarette butts and other rubbish in the garden, a full wheelie bin of rubbish. The Board also finds that the ancillary property were not "reasonably clean" at the time the Tenants entered into occupation of the premises in contravention of s. 48(1)(c) of the RT Act.

66. The state of uncleanliness was not caused by an act or omission by the tenant ((s.48(2)(a) of the RT Act.)
67. The Board notes the unwarranted nature of contacts by Mr Mitchell with Ms Walker and Ms Schei and the appropriateness of the tenor of their responses.
68. The Tenants' decision to break the lease included, apart from Dunvegan's failure to address the reported repairs and maintenance, issues with the neighbour's dog barking, Mr Mitchell's loss of job and his mental health.
69. The Board finds that the matters set out above constitute at paragraphs 53 to 62:
- (a) A failure by Dunvegan to exercise due skill, care and diligence in carrying out the agent's duties on behalf of a client, contrary to s.65 of the Agents Licensing Act (the Act) and regulation 25 and Part 1, Schedule 4, rule 11 of the Agents Licensing Regulations 1979 (the Regulations); and
 - (b) It is well recognised that a reprimand is not a trivial determination which for a professional person, has the potential for serious adverse implications²⁵.
70. In *Victorian Legal Services Commissioner -v- Hyatt* [2018] VCAT 1498, Vice-President Judge Hampel observed that;
- A reprimand is a powerful statement to the practitioner of how far below the standard of their profession they have fallen by their misconduct. It is in that sense a more personal sanction than an imposition of a fine, or suspension or disqualification from practice.
- Fine, suspension or disqualification affect a practitioner's livelihood. A reprimand goes to their personal integrity.
71. The Board was advised that Dunvegan has received education on their legal responsibilities concerning the operation of the *Residential Tenancies Act 1999* from Consumer Affairs on two occasions, 25 March 2015 and 12 February 2019.
72. The conduct set out in paragraph 53 to 62, above, in general, is conduct which falls short of the minimum standards of behaviour expected of real estate practitioners under the Code, conduct which brings the profession into disrepute and is conduct that lacks the skill, care and diligence that is usual and necessary for the ordinary and proper conduct of the business of a real estate professional.
73. In construing and applying s.65(4)(b) of the Act as it relates to the conduct of the Respondent, the central question is not whether Ms Walker's or Ms Schei's acts, omissions or attempts were within the scope of their authority and employment, but whether the acts, omissions or attempts would make them guilty of a breach of the Rules of Conduct.
74. To restrict the operation of s.65(4) to an employee's scope and authority of employment would read a qualification into the provision that is not open and would tend to defeat, rather than conform to, the object of the provision.
75. The clear language of s.65(4) and the legislative intent is to ensure that where a licensed agent is a company or firm acting on behalf of a client, conduct by employees or directors that would breach the Rules of Conduct, can be held to

²⁵ *Medical Board of Australia -v- Ainsworth* [2019] VCAT 734 at [80], citing *Peeke -v- Medical Board of Victoria*, unreported, Supreme Court of Victoria, 19 January 1993, page 6.

account through the corporate licensed agent, ie Dunvegan.

76. The Board is compelled to apply s.65(4) to enforce this conclusion.
77. The Board is satisfied that Unigar Pty Ltd (t/a Dunvegan Real Estate) is a licensed agent which was acting on behalf of the Landlords and that it failed to exercise due skill, care and diligence in carrying out duties on behalf of the landlords²⁶.
78. In doing so, the honour and dignity of the profession was not upheld²⁷.
79. Accordingly, because of the actions of Ms Walker and Ms Schei the Respondent is guilty of a breach of the Rules of Conduct.
80. The Board is satisfied that it is authorised to take disciplinary action against the Respondent in relation to the allegations that have been made and to go on to exercise power under s.69 of the Act
81. Given that Dunvegan has been the subject of prior complaints the Board has determined that a reprimand and a fine is appropriate in these circumstances.

The Decision of the Board

82. Pursuant to s.69(1)(a) of the Act, the Board is satisfied that it is authorised to take disciplinary action and imposes a reprimand on Unigar Pty Ltd (t/a Dunvegan Real Estate).
83. Pursuant to s.69(1)(a) of the Act, the Board is satisfied that it is authorised to take disciplinary action and imposes a fine of 20 penalty units in the amount of \$3,140.00 on Unigar Pty Ltd (t/a Dunvegan Real Estate).

Right of Appeal

16. Section 85 of the Act provides that a person aggrieved by a decision of the Board can appeal to the Local Court.
17. An appeal application must be made within 21 days after the date the decision was issued.

Dated 15 November 2023 at Darwin



Gabrielle Martin
Deputy Chairperson
Agents Licensing Board of the Northern Territory

²⁶ Rule 11

²⁷ Rule 5(a)