



**AGENTS LICENSING BOARD OF THE NORTHERN TERRITORY**

**REASONS FOR DECISIONS FOLLOWING INQUIRY CONCERNING  
DISCIPLINARY ACTION RHD PTY LTD (TRADING AS RAINE AND  
HORNE (DARWIN) AND AKANSH BATTA**

**Applicant:** Tracey Burke

**Respondents:** RHD Pty Ltd (Trading as Raine and Horne (Darwin))  
Akansh Batta

**Date and time of hearing:** Monday 11 August 2025 at 9.30am

**Venue:** Arafura Room  
Level 1 Development House  
76 the Esplanade, Darwin.

**Reason for Inquiry:** To hold an inquiry pursuant to sections 44(5) and 68(4) of the *Agents Licensing Act 1979* to determine if there are grounds for disciplinary action to be taken against RDH Pty Ltd (Trading as Raine and Horne (Darwin)) and Akansh Batta.

**Agents Licensing Board:** Robert Bradshaw, Chairperson  
Dianne Hood, Consumer Board Member (Alternate)  
Kerr-Anne Laurence, Real Estate Board Member  
Jake Quinlivan, Departmental Board Member

**Representation:** Kevin Kadirgamar, Department of Trade, Business and Asian Relations, Counsel Assisting the Board.

**In attendance:** David Oliver, General Manager/Business Manager, RHD Pty Ltd, respondent  
Holly McDonald, Operations Manager, RHD Pty Ltd, respondent  
Akansh Batta, respondent  
Laine Cornish, Senior Board Support Officer, Department of Trade, Business and Asian Relations

**Non-attendance:** Tracey Burke

## **Introduction**

1. Tracey Burke (the applicant) made an application dated 18 May 2024 (the application) for disciplinary action to be taken against Sheryl Brooker, Akansh Batta and RDH Pty Ltd (trading as Raine and Horne (Darwin))(the agent).
2. On 9 May 2025, the Agents Licensing Board (the Board) determined, pursuant to sections 44(5) and 68(4) of the *Agents Licensing Act 1979* (AL Act) to hold an inquiry into the roles of Sheryl Brooker, Akansh Batta and the agent in relation to the matters raised in the application. The Board also considered a report from the Registrar concerning the application.
3. On 1 June 2025, Sheryl Brooker's registration was cancelled by force of section 43A(2) of the AL Act, as she did not pay the annual fee for agents representatives.
4. In broad terms the application relates to an allegation of a conflict of interest involving an employee of the agent and other failures in respect of the sale of a unit by the agent.
5. The Board:
  - (a) decided not to pursue an inquiry in relation to Sheryl Brooker. At the time of the alleged misconduct Sheryl Brooker was employed by the agent as an agents representative. By the time the Board was due to conduct the inquiry Sheryl Brooker had ceased to be registered under the AL Act meaning that the Board has no jurisdiction to conduct an inquiry into her part in the events set out in the application. The branch manager at the time of those events was Glen Grantham who is no longer licensed. This means that he is also outside of the Board's jurisdiction.
  - (b) decided to conduct an inquiry concerning the agent and Akansh Batta.

## ***Provision of application to respondents***

6. On 22 June 2024, the department forwarded the application to the generic business manager email address for the agent and requested a response to the allegations by Monday, 8 July 2024.
7. On 3 July 2024, the application was forwarded directly to each of the agent's representatives (with Andrew Callinan, business manager of RHD Pty Ltd, on copy) requesting a response by 22 July 2024.
8. On 5 July 2024, the department received an email from the Raine & Horne Property Management manager, Mitch Elton, stating that Sheryl Brooker had retired as a property manager and was travelling overseas for an extended period. However, according to the department's licensing system, Sheryl Brooker was still active and working for RHD Pty Ltd (noting no notification had been provided to the department prior, as required pursuant to section 47 of the AL Act). Mitch Elton advised he would send the application to Sheryl's personal email to be addressed on her return.

9. On 22 July 2024, David Oliver, General Manager for RHD Pty Ltd (and business manager for the agent), advised that Akansh Batta would be hand delivering his response as it was 91 pages in length. However, this response was not registered by the department as being received.
10. On 25 March 2025, the department sent a follow up email to David Oliver, Sheryl Brooker and Akansh Batta noting the passage of time between the provision of the submission and requesting a response to the allegations made in the application.
11. The same day, Akansh Batta replied to the department advising that a response had previously been provided in hard copy to the department. He attached the email on 22 July 2024 wherein David Oliver had advised that a response would be provided in hard copy. Akansh Batta also attached a copy of his response to the claims and a number of associated documents.
12. On 9 April 2025, the department sent a follow up email to David Oliver and Sheryl Booker noting that as Sheryl Brooker was also the subject of the application her response was sought.
13. On 10 April 2025, David Oliver replied advising that Sheryl Brooker no longer worked for RHD Pty Ltd as she was retired (as previously advised).

#### ***Provision of draft inquiry book and responses***

14. On 15 July 2025 the draft inquiry book was provided to the parties seeking responses by 29 July 2025.
15. The applicant requested more time to make comments (which was granted). The applicant provided responses on 29 July 2025 and then advised that she would be making no further submissions.
16. David Oliver, on behalf of the agent, provided a response on 29 July 2025. This included advice that Akansh Batta was no longer employed by the agent. Departmental records indicate that Akansh Batta commenced work with another agency on 12 June 2025.
17. At the time of the finalisation of the inquiry book a response had not been received from Akansh Batta.

#### ***Licensing history***

18. The agent holds a real estate agents licence valid to 30 November 2025.
19. Akansh Batta has interim registration. He received it on 6 December 2023. Such registration is granted on the basis of having completed three of the 18 units of competency required for full registration as an agent's representative.

## **Role of Agents Licensing Board**

20. The AL Act regulates the licensing and conduct of real estate agents, business agents, and conveyancers. This Act outlines the requirements and obligations for agents operating in these sectors, including provisions for licensing, conduct, trust accounts, and dispute resolution. Body corporate managers are “real estate agents” for the purposes of the AL Act.
21. Section 64A of the AL Act provides that ‘[r]egulations may prescribe rules of conduct for real estate agents’. The rules of conduct are set out in Schedule 4 of the Agents Licensing Regulations 1979 (AL Regulations). The Real Estate Institute of the Northern Territory has also published a voluntary code of conduct titled ‘Real Estate Practitioners Code of Conduct’ (Code of Conduct). This code was designed to ‘set boundaries of acceptable conduct in real estate practice and define minimum standards of behaviour expected’ of its members.
22. Section 65 of the AL Act provides that a ‘licenced agent must not breach the rules of conduct’. Section 65(4) provides that 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.
23. Section 44(1)(d) provides, in effect, that agents’ representatives are also subject to the rules of conduct.

## ***Disciplinary proceedings against agents***

24. The Board may take disciplinary action against a licensed agent on one or more of the grounds outlined in section 67 of the AL Act. In particular, the Board may take disciplinary action if a licensed agent has been guilty of a breach of the rules of conduct for agents’ (section 67(1)(c) of the AL Act). The Board may also take disciplinary action on “any other reasonable ground which in the opinion of the Board, is sufficient to warrant revocation of the licence of the agent” (section 67(1)(m) of the AL Act).
25. Section 68(4) of the AL Act provides that the Board shall hold an inquiry where ‘an application for disciplinary action to be taken against a licensed agent is lodged in accordance with this section or the Board considers that there may be grounds under section 67 for disciplinary action to be taken against a licensed agent’.
26. The powers of the Board after the inquiry are outlined in section 68 of the AL Act. It provides:

(1) *If, at the conclusion of an inquiry conducted under section 68(4), the Board is satisfied that it is authorised to take disciplinary action against a licensed agent, the Board may do one or more of the following:*

(a) *reprimand or caution the agent;*

(b) *by written notice, impose a fine not exceeding 50 penalty units on the agent;*

(c) *by written notice, suspend the licence of the agent until the expiration of the period, or the fulfilment of a condition, specified in the notice;*

(d) *by written notice, revoke the licence of the agent.*

27. The inquiry hearing and process is governed by section 77 of the AL Act. The procedure is at the discretion of the Board, parties may be legally represented, and the Board is not bound by the rules of evidence but may inform itself in such manner as it thinks fit.

### ***Disciplinary proceedings against agents representatives***

28. Section 44 of the AL provides similarly in respect of agents representative:

#### *44 Disciplinary action*

(1) *The Board may take disciplinary action against an agent's representative on one or more of the following grounds:*

(a) *the registration of the agent's representative was improperly obtained;*

(b) *the agent's representative has been found guilty of an offence against this Act;*

(c) *the agent's representative has been found guilty of an offence against any other law that involves dishonesty, whether the finding of guilt took place before or after the commencement of this Act or within or outside the Territory;*

(d) *the agent's representative has acted in a manner that, had the agent's representative been a licensed agent, would have been in breach of the rules of conduct;*

(e) *any other reasonable ground which, in the opinion of the Board, is sufficient to warrant the taking of disciplinary action against the agent's representative.*

29. The effect of section 44(1)(d) is that the rules of conduct apply to agents representatives.

30. Section 44B sets out the powers of the Board after an inquiry into an agents representative.

#### *44B Powers of Board after inquiry*

(1) *If, at the conclusion of an inquiry under section 44(5), the Board is satisfied that it is authorised to take disciplinary action against an agent's representative, the Board may:*

- (a) *reprimand or caution the agent's representative; or*
- (b) *by written notice, impose a fine not exceeding 5 penalty units on the agent's representative; or*
- (c) *by written notice, suspend the registration of the agent's representative until the expiration of the period, or the fulfilment of a condition, specified in the notice; or*
- (d) *by written notice, cancel the registration of the agent's representative and, if the Board thinks fit, specify a period that is to expire or impose a condition that is to be fulfilled before the person is eligible to apply for registration as an agent's representative again.*

### **Hearing**

31. As part of its inquiry the Board conducted a hearing on 11 August 2025.

### ***Materials before the Board at the hearing***

32. The following materials were considered by the Board:

- Inquiry Book prepared by the department
- Evidence at the hearing from Akansh Batta and David Oliver.

### **Details of the alleged misconduct**

33. The applicant was the owner of unit [REDACTED], and she had initially engaged the agent to manage the property and later engaged the agency to act for her in the sale.
34. The applicant's complaints relate to the handling of the sale process and the conduct the agent's representatives.
35. In summary the alleged misconduct is that:
- (1) there was an undisclosed conflict of interest and issues relating to price negotiation (complaint 1).
  - (2) Undue pressure from agent to carry out repairs requested by the buyer (complaint 2), and
  - (3) Missed opportunity to use new air conditioning unit in sale negotiations (complaint 3).
36. The Board also considers that an agency is responsible for the problems that may arise from the conduct of its representatives. For this reason, the Board determined to conduct an inquiry into the agent as well as into the agents' representative.

37. The Board would also usually include the business manager. However, in this case, the business manager at the time of the events dealt with in these reasons is no longer licensed in the Northern Territory. This means that the Board has no jurisdiction concerning him.

***Evidence regarding the complaints***

38. The undisputed background facts are as follows:

- (1) The applicant was the owner of unit [REDACTED] (the property)
- (2) The property was leased with the agent acting for the applicant. Sheryl Brooker, a sales representative with the agent, was the property manager for the property.
- (3) The property was placed on the market on or about 29 November 2023 with the agent being the selling agent. The tenancy remained in place during this period.
- (4) An offer of \$210,000 was made by a prospective buyer on 5 February 2024.
- (5) Akansh Batta, a sales representative employed by the agent, was responsible for the sale of the property. However, he was not the initial agents representative responsible for the matter. He took over responsibility in early February 2024.
- (6) The property was purchased by Dylan Brooker. Dylan is the son of Sheryl Brooker. The contract of sale was signed on 7 March 2024 with a copy being provided to the applicant on that day.
- (7) Various discussions occurred between the respective conveyancers and the applicant concerning the need for repairs and who might be responsible for them.
- (8) There was agreement that the buyer would accept \$800 to settle the issues relating to the repairs. The Contract became “unconditional “on 28 March 2024.

39. Sheryl Brooker was the property manager for the unit at the time of sale. The agency, Raine & Horne Darwin, was managing the property, and Sheryl Brooker had long-standing involvement in that role. The key steps in the negotiation — verbal offer, written offer, counteroffer, and acceptance — occurred between 4 and 6 March 2024. The contract of sale is dated 7 March 2024. Sheryl Brooker’s leave commenced on 7 March, meaning the entirety of the negotiation process occurred while she was actively employed and prior to the commencement of her approved leave. This leave had been approved on 19 December 2023.

***Complaint 1 - Undisclosed conflict of interest and issues relating to handling of price negotiation.***

40. The applicant contends that:

- (a) she was not advised by any representative of the agent that the purchaser of her property,

Dylan Brooker, was the son of her property manager.

- (b) on 6 March 2024, she asked Akansh Batta (as the agent handling the sale) to convey a counteroffer of \$217,000 to Dylan Brooker, but this was not actioned, and she felt pressured to accept a lower offer of \$215,000;
- (c) when she first noticed the Brooker name on the contract she thought it was a coincidence but if there was a relationship she thought it should have been disclosed to her.

### Conflict of interest

41. The issue was whether the agent acted in the sale of the property to a close family member of an employee in contravention of section 108G of the AL Act and/or the rules and 14 of the rules of conduct.

42. Section 108G of the AL Act provides:

*108G Restriction on agent etc. purchasing or selling property in which the agent is interested*

*(1) Subject to subsection (6), an interested party must not sell directly or indirectly, or be beneficially interested in the sale of, land or a business to a person who is a client for whom he or she is acting as an agent.*

*Maximum penalty: If the offender is a natural person – 500 penalty units.*

*If the offender is a body corporate – 2 500 penalty units.*

*(2) Subject to subsection (6), an **interested party**<sup>1</sup> must not purchase directly or indirectly, or be beneficially interested in the purchase of, land or a business from a person who is a client for whom the interested party is acting as an agent.*

*Maximum penalty: If the offender is a natural person – 500 penalty units.*

*If the offender is a body corporate – 2 500 penalty units.*

...

*(6) This section does not apply if:*

...

*(b) the interested party acted honestly and reasonably; or*

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<sup>1</sup> Interested party” is defined as meaning:

- (a) a licensed real estate agent; or
- (b) a licensed business agent; or
- (c) a registered agent's representative; or
- (d) an employee of a licensed real estate agent or licensed business agent; or
- (e) a person who holds himself or herself out to be a real estate agent or a business agent.

- (c) *the client is in substantially as good a position as if the interested party had no interest whatsoever in the purchase or sale; or*
- (d) *the interested party has complied with section 108H.”*

43. For the purposes of section 108G, section 108F(2) provides that:

(2) *In this Part, a purchase or sale of land or a business in which an interested party who is a licensed real estate agent or licensed business agent is beneficially interested includes a purchase or sale that is or will be made by or on behalf of:*

(a) *the spouse, de facto partner, parent, brother, sister or child of the agent;*

44. The effect of these provisions is that the prohibition in section 108G(1) and (3) apply where the “interested party” is the “child” of an employee of the agent.

45. The word “child” is not defined in the AL Act or in the *Interpretation Act 1978*. It is defined in the Criminal Code as meaning “child means a person who is not an adult”.

46. The context of the use of the word “child” in section 108F suggests that it means any child, regardless of age, of a person.

47. Additionally, rules of conduct 13 and 14 provide:

13. *An agent who has an interest in, or is likely to obtain an interest in, a transaction entered into on behalf of a client must disclose the exact nature of the interest to the client.*

14. *An agent must disclose to a client all material facts and circumstances of everything known to the agent regarding the matter in respect of which the agent is authorised to act as the client's agent.*

48. The Board considers that rules 13 and 14 also operate so that an agent should ensure that a client is aware of any close relationship between an employee of the agency and the other party to a transaction that involves a client.

49. The applicant has stated she discovered the mother/son connection only after the sale had been completed. The applicant says that had she been made aware of the relationship earlier, she would have taken a different approach to the sale — including being more cautious during negotiations, questioning aspects of the process more closely, and taking steps to ensure her personal financial information was not shared or used to her disadvantage.

50. At the hearing David Oliver:

(1) accepted that the seller was not aware of the conflict until about a month after contracts were exchanged. His evidence was that the agent was also unaware of any problems until after

exchange of contracts.

- (2) acknowledged “office oversight” and that the required documentation (form 13) was not signed when the agency discovered on 9 April 2024 that there was a biological relationship between an employee and the buyer, noting that settlement was due to occur on 11 April 2024.

51. There are emails, dated 8 April 2024, to and from the seller’s conveyancer and Sheryl Brooker. These appear to show that Sheryl Brooker was acting for the agent in respect of aspects of the role of the agent in the settlement of the transaction. However, it may have been the case that an associate of Sheryl Brooker was using Sheryl Brooker’s email account in her absence on leave.
52. There is an email where Akansh Batta refers to an email from Dylan Brooker dated 4 July 2024. In that email, Dylan Brooker states that his mother was unaware he had purchased the property until two days prior to settlement. This is supported by an email Sheryl Brooker sent to him on 9 April 2024 after she was advised by an office employee about the details of the sale.
53. There are also statutory declarations sworn in July 2025 from both Sheryl Brooker and Dylan Brooker declaring that there were no discussions prior to 9 April 2024 between them regarding the property.
54. Akansh Batta states that he had no knowledge of the relationship between Dylan Brooker and Sheryl Brooker during the sale process. He explains that he was new to the agency at the time and had not previously worked with Sheryl Brooker. He states that the agency’s rental and sales departments operate independently and that he had minimal contact with property management staff.
55. Akansh Batta also refers to the lease agreement annexed to the contract of sale, which identifies Sheryl Brooker as the property manager. He notes that this information was available in the contract documentation and adds that the names of both the buyer and the property manager would have been evident to the vendor’s conveyancer at the time of drafting and executing the contract.

#### Office processes

56. As at the time of signing of the contract of sale there was enough information within the agency for it to be aware that there was a potential conflict.
57. David Oliver provided the following evidence in an effort to explain the fact that the issue was not identified for almost another month:
  - (1) He commenced with the agent on 1 July 2024. There were no handover notes and he had no first-hand knowledge of processes in place in late December 2023/early 2024. He noted that the office relied on the professional qualifications of agents and agents representatives as making them able to deal with conflicts of interest. He referred to the fact that Akansh Barrer received his REINT interim qualification so as to be registered on an interim basis on 8

December 2023

- (2) Inferred there was a “library” of policy documents.
  - (3) Weekly meeting of sales staff.
  - (4) Generally, sales agents would not be aware of properties being managed.
  - (5) Sales agent can get access to information from a sales agent, including maintenance issues.  
In his view buyers don't rely on a property manager's assessment regarding repairs.
58. The net effect of David Oliver's evidence was that there was little evidence of any systematic way of proactively preventing or dealing with real or perceived conflicts of interest.
59. Akansh Batta gave the following evidence:
- (1) When he took over the selling of the property it was already on the market. He was aware that the agency was also managing the tenancy of the property.
  - (2) He cannot recall files he looked at but had access to what the other agent had provided, no access to the property management system.
  - (3) He showed the property to Nadia Brooker (who was married to Dylan) at inspection.
  - (4) He was aware of Sheryl as an individual, and was not sure if he knew her second name.
  - (5) He did not deal with the property manager.
  - (6) He notes that Sheryl Brooker was on approved leave from 7 March to 29 March 2024 and states that the contract was signed on 6 March 2024 (the copy provided is signed 7 March 2024).
  - (7) He had no idea of the relationship between Dylan Brooker and Sheryl Brooker. Dylan Brooker advised him on 9 April 2024 that Sheryl was his mother. When he queried this with Sheryl, she had advised that they were not close, and that she was only made aware on the same day that Dylan was the purchaser. This occurred after the contract for the property went unconditional.
  - (8) There was a conflict between himself and the applicant. She stopped communicating around the report stage — Document 51 of the Inquiry Book, an email wherein the applicant refers to 'making him [Akansh] sweat' and calling him a 'dickhead' etc, supports this.
  - (9) He was not aware of what to do about the conflict of interest. The business manager was unavailable and contract was unconditional.
  - (10) If it happened again, he would document the conflict of interest. Since that time there have been four conflict declarations signed.

60. By the time the applicant became aware of the conflict-of-interest relations between Akansh Batta and the applicant had deteriorated to the point where she was not talking to him. This seems to have occurred because of her dissatisfaction with the handling of reports and the counteroffer (see below). She believed he was focused on getting his commission and was putting the buyer's interest over her interest.

*What were the consequences of the non-disclosure of the conflict until after exchange of contracts*

61. The main legal consequence was that the seller had no practical opportunity to assess the impact of the conflict of interest on her position as the seller. That is, by the time she became aware, she was in a binding legal relationship with Dylan Brooker. She would have faced significant legal problems if she had wanted to try to get out of the contract.

62. David Oliver provided evidence suggesting that the applicant had received a good price for the sale of the unit. This evidence related to comparisons between the sale of the applicant's unit and the sale of other units in the same complex. This evidence was to the following effect:

- (1) Unit [REDACTED] (next to the applicant's unit). Sold 78 days later for \$205,000. In his view unit [REDACTED] was "cosmetically" better than the applicant's unit
- (2) Unit [REDACTED] – slightly bigger than the applicant's unit. Sold for \$215,000 on 25 January 2024.
- (3) There has been a flat period for sales.

63. The applicant, in her written complaint, provided no evidence of any financial loss arising from the conflict of interest. In fact, she appears to accept that there may not have been any loss. It appears that the applicant is very unhappy about the fact of lack of transparency – rather than whether or not she has suffered any financial loss.

*Is the problem likely to re-occur*

64. David Oliver provided evidence on the matter from his own and management perspectives:

- (1) He commenced with the agent on 1 July 2024. There were no handover notes and he had no first-hand knowledge of processes in place in late December 2023/early 2024. He noted that the office relied on the agents and agent's representatives being qualified to deal with conflicts of interest. He referred to the fact that Akansh Barrer received his REINT interim qualification so as to be registered on an interim basis on 8 December 2023.
- (2) Inferred there was a "library" of policy documents.
- (3) Details of the office:
  - (a) Currently 6 sales staff (at time 4) with over 120 properties sold in the last 12 months

- (b) Currently 13 or 14 property managers with each of them managing about 110 properties
- (c) In early 2024 there was an “Associate” working with the property manager and that with Sheryl Brooker on leave, the associate was doing most of the work
- (d) The agency has 3 “departments” with each operating independently of the others
- (e) Generally, sales agents would not be aware of properties being managed
- (f) Role of the business operations manager is to manage the overall running of the business and to ensure that appropriate procedures are followed.
- (g) Sales agent can get access to information from a sales agent, including maintenance issues
- (h) If there is outstanding maintenance, sales agent would find out from property manager
- (i) In his view buyers don’t rely on a property managers assessment regarding repairs
- (j) Bonnie McCue sent an email on 9 April 2024 advising property manager of the sale. This is the main evidence of when Sheryl Brooker found out that the buyer was the son. Sheryl Brooker then sent a congratulatory email to her son also saying “sorry. I had no idea you & Nadia were the purchasers”.

65. David Oliver gave evidence that the agency had put in new procedures designed to minimise the chances of conflicts of interests. The details are:

- (1) More training on contract of sale issues has been provided to staff, instilling the importance of employees taking personal responsibility for their obligations as agents and representatives
- (2) These days, the conflict would be declared when the conflict issue is identified. There is no evidence as to what might happen next.
- (3) There is an annual process for disclosures annual audit – executive meeting and leadership meetings
- (4) The current process is that, on a salesperson achieving a sale, Holly McDonald as Operations Manager would prepare the contract and in doing so nominate all concerned (including senior staff and property managers) about the sales contract.
- (5) There is no broadcast email or any other dissemination of information for each time a sales agent identified potential buyer.

66. In answer to a Board member’s question “how confident are you about the systems dealing with conflict?”. David Oliver replied, “it’s best as I can be”.

### Failure to pass on counteroffer

67. The applicant alleged that on 6 March 2024, after being advised that a written offer of \$215,000 had been received, she asked that a counteroffer of \$217,000 be conveyed to the buyer. She says that Akansh Batta declined to go back to the prospective buyer with the counteroffer and that she felt pressured to accept the lower offer without the opportunity for further negotiation.
68. Akansh Batta provided a chronology of negotiations, stating that:
- (1) On 4 March 2024, Dylan Brooker made a verbal offer of \$210,000
  - (2) On 5 March 2024, a written offer of \$215,000 was received
  - (3) On 6 March 2024, Tracey Burke asked that a counteroffer of \$217,000 be made
  - (4) He reached out to Dylan Brooker but Dylan Brooker declined to increase the offer, stating \$215,000 was his maximum.
69. The evidence in respect of the counteroffer is:
- (1) No contemporaneous records have been provided confirming that the counteroffer was conveyed. The only evidence cited is Dylan Brooker's retrospective email of 4 July 2024 confirming Akansh Batta's version of events, and the statutory declaration of Dylan Brooker dated 28 July 2025, which states that the request was made and rejected.
  - (2) There is no objective evidence that a counteroffer was not conveyed.

### ***Complaint 2 – Undue pressure from agent to carry out repairs requested by the buyer***

70. The applicant alleges that following acceptance of the buyer's offer, she was repeatedly contacted by Akansh Batta regarding repairs requested by the purchaser. The requests related to a ceiling line in the dining area and a mark on a kitchen cupboard shelf. The applicant states that these issues had not been raised previously in any condition report or quarterly inspection, and that the agent— as her property managers — had not identified them during their management of the property. She was concerned that the requests may have been influenced by the buyer's relationship with Sheryl Brooker and believes the agency should have raised these matters earlier if they were genuine.
71. She states that the ceiling was described to her in terms that made it sound like a significant risk to the tenant, and that it was conveyed to her as unsafe. However, no inspection report or expert assessment was provided, and when photographs were sent to her, the ceiling appeared to be intact.
72. It also appears that the applicant was in Queensland during this period – this explains why she was so reliant on others for information about the ceiling and the need for repairs.

73. Akansh Batta acknowledges that the buyer raised concerns about a ceiling line and a kitchen shelf mark following acceptance of the offer. He states that he conveyed these concerns to the applicant and suggested a possible compromise, under which she would arrange for the ceiling to be repaired and the buyer — a plumber — would address the kitchen shelf.
74. Akansh Batta notes that the buyer organised their own inspections and that Dylan Brooker inspected the roof himself and observed some water leakage which he believed was causing the ceiling issue. No formal report or written findings were provided. He says that the applicant declined to undertake the repairs and instead offered an \$800 settlement adjustment, which was accepted.
75. Akansh Batta states that he acted appropriately in relaying the buyer's concerns and facilitating negotiations, and that at no stage did he compel or require the vendor to undertake repairs.
76. The applicant advises that she felt harassed by Akansh Batta in that he repeatedly contacted by her about the repairs requested by the buyer. From the Board's examination of the emails between Akansh and the applicant, the Board is not convinced that there was any harassment. These emails show that the applicant had a strong belief that Akansh Batta's main objective was that of getting a decent sized commission and that, for him, it did not really matter if it was a commission relating to \$215,000 or \$217,000. Whilst this arguably may have been the case, the Board also finds that the terms of his emails are also consistent with making sure that the applicant actually achieved a sale without having to bear the cost of repeating the whole sale process.
77. The Board notes that the role of agent after contract of sale is that of liaising with conveyancers and others facilitating inspections, but not that of being responsible for preparing reports. That is, they do some of the legwork to keep the sale ticking over, facilitating communications. Ultimately, the conveyancer is responsible for advice about the decision making.

***Complaint 3 – Missed opportunity to use new air conditioning unit in sale negotiations***

78. The applicant advises that a new air conditioning unit, which had recently been installed at her expense, was not highlighted during the sale campaign or reflected in negotiations.
79. The applicant states that a new air conditioning unit was arranged for installation at the property shortly before it was sold. She says she was not aware at the time that the installation had been completed and, as a result, it was not raised during price discussions. She reflects that, had she known the installation had occurred, she may have considered its value during negotiations or used it as a bargaining point.
80. There had been problems (raised by the tenant) with the air conditioner since September 2023. This culminated in a decision in February 2024 that the air conditioner could not be repaired.

81. As part of his response, Akansh Batta provided supporting documents showing that in February 2024, Sheryl Brooker emailed the applicant to advise that the air conditioner was not repairable and would need to be replaced. Sheryl Brooker requested that the applicant transfer funds, as the current rental balance was insufficient to cover the installation. A work order for the replacement air conditioning unit was issued on 15 February 2024 on Tracey Burke's behalf.
82. At the time of sale, the property had been on the market for a number of months. The air conditioning installation was authorised by Tracey Burke in mid-February 2024, with the work scheduled to be completed by 28 February 2024. The final offer was accepted in early March, and the contract of sale is dated 7 March 2024. This timing indicates that the installation occurred shortly before the sale was finalised and during the campaign period.
83. Akansh Batta states that he was not aware the air conditioning unit had been installed. He says it was not mentioned to him by Tracey Burke at any time during the campaign and was not raised by the buyer during inspections. He states that had he known about the installation, he would have considered referencing it during negotiations and in discussions about price.
84. In addition, Akansh Batta's response attaches an email from the applicant during the negotiation period in which she stated that if the sale did not proceed, she would consider raising the asking price to reflect the cost of the new air conditioning unit and conveyancing fees.

### **Discussion and findings concerning the issues**

#### ***Complaint 1 - Undisclosed conflict of interest and issues relating to handling of price negotiation.***

85. Under rule 13 of Schedule 4 to the AL Regulations (the rules of conduct), a licensee must disclose the nature of any interest they have or are likely to obtain in a transaction. An immediate family relationship between the buyer and the person managing the property likely gives rise to such an interest. Rule 14 also requires disclosure of all material facts known to the agent. Similar conflict of interest and disclosure provisions are also contained in the REINT code of conduct. Breach of the REINT code of conduct constitutes breach of the rules of conduct (rule 5).
86. Further, under section 108G of the AL Act, an interested party must not purchase directly or indirectly, or be beneficially interested in the purchase of land from a person who is a client for whom the interested party is acting as an agent.
87. Under section 108F(3), a purchase of land in which an interested party who is a registered agent's representative or an employee is beneficially interested includes a purchase that is or will be made by or on behalf of a child of the representative or employee.

88. As noted above the agent conceded that there had been a failure to disclose the conflict of interest arising from the fact a child of an employee of the agency ended up with a personal undisclosed interest in a property being sold by the agency.
89. The Board finds that Akansh Batta was unaware of the relationship between the property manager and the buyer with whom he was dealing. The Board also notes that at the time of this negotiation Akansh Batta had only recently received interim registration based on the completion of a limited number of competency units required for full registration. At that time, he was a relatively inexperienced representative. He said that he did not know what to do about the conflict and that the business manager was away from the office at the relevant time (7 April 2024).
90. The Board also finds that the agent had no effective systems in place for identifying conflicts of interest. It took the agency almost a month to start to address the issue. It did not notice that the applicant was trying to deal with the buyer's mother when trying to find out whether the ceiling problems had ever been identified earlier.
91. From the point of view of the applicant it must have been extremely galling to find out that she was, to a certain extent, seeking information from Sheryl Brooker when trying to determine what approach to take when dealing with Dylan Brooker. However, it also appears that someone else may have been using Sheryl Brooker's email account (see page 58 of the Inquiry Book).
92. The Board also notes that there are practical problems in ensuring that all persons who might be considering making an offer do not have undisclosed relationships with persons employed in the office. It is not realistic to expect, for example, the agency broadcast to all employees, the names of all persons who might make an offer. Nonetheless, there are some facts such as, in this case - the surnames, that should have caused some action much earlier than when it actually occurred.
93. The Board determines that the agent has breached rules 13 and 14.
94. The Board doubts that the agent has breached section 108G. It seems likely that the agent would come within the defences set out in section 108G(6).

***Complaint 2 - Undue pressure from agent to carry out repairs requested by the buyer***

95. There was no evidence that the agency was aware of the problems with the ceiling until after the issue was identified by the buyer. That is, there is also no evidence of when the problems actually arose.
96. The Board finds that there was nothing untoward in the way Akansh Batta dealt with issues relating to the buyer identifying repair issues for the ceiling and the water leak that arose after contracts were exchanged.

### **Complaint 3 – Missed opportunity to use new air conditioning unit in sale negotiations**

97. The Board finds that there is no evidence that the sale price was adversely affected by any lack of focus on the air conditioner during the sale process. Costs incurred by seller in getting a property ready for sale are not necessarily reflected in the sale price that is achieved.
98. The Board finds that there was no breach of any rule of conduct relating to the air conditioner.

### **Rules of Conduct**

99. In this matter the Board is considering whether RHD Pty Ltd and/or Akansh Batta have contravened any of following rules of conduct:

*Rule 5: Subject to any other specific rules of conduct, a real estate or business agent must have due regard to and comply with:*

- (a) rules of real estate practice published or approved by the Real Estate Institute of the Northern Territory;*

Specifically:

*A Practitioner should avoid any conflict of interest.*

*Rule 8: An agent must not breach any provision of the AL Act or the regulations.*

*Rule 11: An agent must exercise due skill, care and diligence in carrying out the agent's duties on behalf of a client.*

*Rule 13: An agent who has an interest in, or is likely to obtain an interest in, a transaction entered into on behalf of a client, must disclose the exact nature of the interest to the client.*

*Rule 14: An agent must disclose to a client all material facts and circumstances of everything known to the agent regarding the matter in respect of which the agent is authorised to act as the client's agent.*

### **General principles**

100. The purpose of disciplinary proceedings is to maintain proper ethical and professional standards, primarily for the protection of the public, but also the protection of the profession.
101. In occupational disciplinary matters, an issue needs to be proven to the reasonable satisfaction of the decision maker, having regard to the seriousness of the allegation made, the inherent unlikelihood of the occurrence of a given description (or the inherent improbability of an explanation) or the gravity of the consequences flowing from a particular finding.

## **Decision**

102. At the end of the hearing the Board indicated that it had determined that:
- (a) The agent RHD Pty Ltd had breached the rules concerning the lack of disclosure of the conflict of interest;
  - (b) Akansh Batta had not breached any rules.
103. In response to these findings David Oliver emphasised:
- (a) that there had been no deliberate actions to mislead the applicant.
  - (b) That the agent had already incurred a large penalty in terms of the significant time and efforts in dealing with the complaint and participating in the inquiry.
104. In response the Chairperson of the Board:
- (a) Indicated that the likely penalty was that of a reprimand;
  - (b) Indicated appreciation for the effort that the agent had put into dealing with the issues, especially the core concession that there had been conflict of interest breach.

## **Penalties**

105. The powers of the Board after the inquiry into a licensed agent are outlined in section 69 of the AL Act as follows:
- (1) If, at the conclusion of an inquiry conducted under section 68(4), the Board is satisfied that it is authorised to take disciplinary action against a licensed agent, the Board may do one or more the of the following:
    - (a) reprimand or caution the agent;
    - (b) by written notice, impose a fine not exceeding 50 penalty units on the agent;
    - (c) by written notice, suspend the licence of the agent until the expiration of the period, or the fulfilment of a condition specified in the notice;
    - (d) by written notice, revoke the licence of the agent.
106. All the possible penalties are serious for persons in professions and licensed occupations. They all adversely impact on reputation. The outcomes of this matter, including the penalties, will be published as required by section 84A(1) of the AL Act.
107. In previous decisions the Board has outlined some principles or factors for determining the appropriate penalty. These were based principles laid out by the Western Australian State Administrative Tribunal for determining actions to be taken for breaches of occupational codes of practice and laws.

108. Counsel for the applicant and counsel for the respondents both addressed the penalty issue in terms of these principles.

109. These 12 principles, along with an assessment of the application of them to the Board's findings in this matter, are:

(1) *any need to protect the public against further misconduct by the agent.*

The Board's assessment is that while matters relating to conflict-of-interest disclosures are significant, in this case, the breach was of a relatively minor nature and that it would have been difficult for the agent to have avoided the breach. The Board has also noted the improvements made by the agent in respect of additional training and procedures for the office.

(2) *The need to protect the public through general deterrence of other agents from similar conduct.*

The Board's assessment is that issues relating to conflicts of interest are significant and it is important to send a clear message to deter agents from breaching their obligations.

(3) *the need to protect the public and maintain public confidence in the profession by reinforcing a high professional standard and denouncing transgressions and thereby articulating the high standards expected of the profession such that, even where there may be no need to deter an agent from repeating the conduct, the conduct is of such a nature that the Tribunal should give an emphatic indication of its disapproval.*

See discussion for (2) above

(4) *in the case of conduct involving misleading conduct, including dishonesty, whether the public and fellow agents can place reliance on the word of the agent.*

Not applicable

(5) *whether the agent has breached any legislation or industry codes of practice or guidelines and whether such a breach was intentional.*

As discussed above, the breach is a breach of the rules of conduct. The Board does not consider that the breach was intentional.

(6) *whether the agent's conduct demonstrated incompetence, and if so, to what level.*

The problematic conduct does not indicate incompetence.

(7) *whether or not the incident was isolated such that the Tribunal can be satisfied of the agent's worthiness or reliability for the future.*

The Board regards the problems to be of a one-off nature, and notes the steps taken by the agent to ensure future compliance.

(8) *The agent's disciplinary history*

There have been no other disciplinary matters involving the agent.

(9) *whether or not the agent understands the error of his or her ways, including an assessment of any remorse and insight (or a lack thereof) shown by the agent, since an agent who fails to understand the significance and consequences of misconduct is a risk to the community.*

The Board does consider that agent has a thorough understanding of the general nature of the breaches found to have been committed.

(10) *the desirability of making available to the public any special skills possessed by the agent.*

Not applicable.

(11) *the agent's circumstances at the time of the conduct and at the time of imposing the sanction. However, the weight given to personal circumstances cannot override the fundamental obligation of the Tribunal to provide appropriate protection of the public interest in the honesty and integrity of real estate sales representatives and in the maintenance of proper standards of real estate sales representative practice.*

The Board is unaware of any personal circumstances other than the end of year work pressures that might suggest that the behaviour was aberrational.

(12) *any other matters relevant to the agent's fitness to practise and other matters which may be regarded as aggravating the conduct or mitigating its seriousness. In general, mitigating factors such as no previous misconduct or service to the profession are of considerably less significance than in the criminal process because the jurisdiction is protective not punitive.*

No other factors identified.


110. Based on these views the Board reprimands RHD Pty Ltd (trading as Raine and Horne (Darwin)).

### **Right of review**

111. Section 85(3) of the AL Act provides that an affected person can apply to the Northern Territory Civil and Administrative Tribunal for a review of decisions of the Board.

112. For the purposes of section 85(3), "affected persons" include the applicant, agents and agents representatives affected by the decisions.

113. An application for review must be made within 28 days of the day of notification to an affected person of the decision in this matter.

A rectangular box containing a handwritten signature in black ink. The signature is written in a cursive style and appears to read "Bradshaw".

Dated 3 October 2025

Robert Bradshaw

Chairperson (for Agents Licensing Board of the Northern Territory)