



**AGENTS LICENSING BOARD OF THE NORTHERN
TERRITORY**

**REASONS FOR DECISION: INQUIRY CONCERNING
DISCIPLINARY ACTION: RYANLEE PROPERTIES PTY LTD
(TRADING AS ONE ON ONE PROPERTY MANAGEMENT)
AND KERRY LEE RYAN**

Applicant: Nicole Graham

Respondents: Ryanlee Properties Pty Ltd
Kerry Lee Ryan

Date and time of hearing: 14 February 2026, 10am

Venue: Gurrumbuy Room
Level 6, NT House, 22 Mitchell Street, Darwin

Reason for Inquiry: To hold an inquiry pursuant to section 68(4)(b) of the *Agents Licensing Act 1979* to determine if there are grounds for disciplinary action to be taken against Ryanlee Properties Pty Ltd and Ms Kerry Lee Ryan (branch/business manager).

Agents Licensing Board: Robert Bradshaw, Chair
Lea Aitken, Consumer Member
Carol Need, Real Estate Member
Kerri-Anne Laurence, Real Estate Member
Jake Quinliven, Departmental Member

Representation: Kevin Kadirgamar, Department of Trade, Business and Asian Relations,
Counsel Assisting

In attendance: Nicole Graham, applicant
Kerry Lee Ryan, respondent
Ashley Pacini, Senior Compliance Officer
Laine Cornish, Senior Board Support Officer, Department of Trade,
Business and Asian Relations

Introduction

Registrar's report

1. On 10 December 2025, the Agents Licensing Board (the Board) considered a report from the Registrar of Land, Business and Conveyancing Agents (the Registrar) of the Department of Trade, Business and Asian Relations (the department) dealing with matters arising from an application lodged on 19 September 2025 by Nicole Graham (the applicant) for disciplinary action to be taken against Ryanlee Properties Pty Ltd (the agent).
2. Broadly stated, the application related to two rental properties owned by the applicant which were managed by the agent. The application also relates to the agent's actions after the applicant transferred management to another agent (the new property agent).
3. The allegations were that the agent:
 - (1) failed to complete various reports;
 - (2) failed to provide completed reports to the applicant;
 - (3) failed to properly communicate with the applicant regarding the renewals of leases;
 - (4) was uncooperative in dealing with the new property agent when they took over the management of the properties;
4. The application also alleged that:
 - (1) some of these failures have led to difficulties in pursuing insurance claims.
 - (2) the agent had obtained monies by deception in that it had received payment for services that were not provided.

The agent

5. The agent holds a company real estate agent licence valid to 29 April 2026, trading under the business name 'One on One Property Management' (Document 2).
6. Kerry Ryan holds an individual real estate agent licence valid to 8 April 2026 (Document 3). Kerry Ryan is the business manager (business manager) of the agent. By Board policy, business managers are joined to applications made against licensed companies.

Application

7. On 19 September 2025, an application for disciplinary action was lodged (pursuant to section 68(3) of the AL Act) in relation to the agent (Document 1¹).

¹ References in these reasons to numbered documents are references to documents contained in the Inquiry Book provided to the parties and the Board by the department.

8. The application was lodged by the applicant as the owner of two rental properties that were formerly managed by the agent.
9. Management of the properties by the agent commenced on 16 July 2024 (McAulay Street Property) and 23 September 2024 (Piper Court Property).

The allegations

10. The applicant alleges the agent was unethical in their practice, failed to meet their requirements as a property manager as per industry standards and further breached their management agreement with the applicant (Document 1). Further details are set out in paragraphs 26 and 34-89.

Investigation of the application

11. On 22 September 2025, the department provided to the agent and to the business manager a copy of the application and requested a response to the allegations by 7 October 2025. On 26 November 2025, the business manager provided a response to the allegations (document 14).
12. In their response, the agent expressed their genuine regret for the position the situation has reached. The agent acknowledged the seriousness of the accusations made against them and contend they are deeply embarrassed they allowed things to escalate to this point. The agent apologized for not prioritizing the matter as they should have, and for the stress and inconvenience this has caused the applicant and the new property agent.

Role of Agents Licensing Board

13. 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.
14. Section 64A of the AL Act provides that regulations 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 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.

15. Section 65 of the AL Act provides that a 'licensed 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.
16. Section 110A(1) of the AL Act provides that 'a licensed agent must ensure that there is at all times in the agent's service a business manager, who is a licensed agent appointed by the agent, in respect of each office of the business carried on under the licence.' Section 110A(5) of the AL Act then provides that a 'business manager must ensure that he or she exercises substantive and effective control of the day-to-day operations of an office in relation to which he or she was appointed'.
17. The Board may take disciplinary action regarding the matters set out in section 67 of the AL Act. These matters include:
 - if the licensed agent has been guilty of a breach of the rules of conduct for agents (section 67(1)(c) of the AL Act).
18. Section 68(4) of the AL Act provides that, as a general rule², 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'.
19. The powers of the Board after the inquiry are outlined in section 69 of the AL Act and 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:*
 - (1) *reprimand or caution the agent;*
 - (2) *by written notice, impose a fine not exceeding 50 penalty units on the agent;*
 - (3) *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;*
 - (4) *by written notice, revoke the licence of the agent.*

² Section 68(5) of the AL Act sets out the circumstances in which the Board is not required to hold an inquiry.

20. 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.

Board's decision to have an inquiry and grounds of the inquiry

21. Based on the information provided the Board resolved on 10 December 2025 to hold an inquiry under section 68(4)(b) of the *Agents Licensing Act 1979* (AL Act), to determine whether there are grounds under section 67 of the AL Act for disciplinary action to be taken against the agent and the business manager (the respondents).
22. The Board decided not to inquire into the allegation that the agent had obtained monies by deception. The Board did not consider that a potential breach of the management agreement regarding services or a breach of the rules of conduct amounted to “deceptive conduct”. The Board also considers that the facts relating to the claim of deceptive conduct are dealt with in respect of the grounds of inquiry listed in the previous paragraph.

Provision of draft inquiry book

23. On 22 December 2025, the applicant and the agent were provided with the draft inquiry book.
24. On 28 December 2025, the applicant provided the department with several documents and a submission for inclusion in the inquiry book (Documents 17-22).
25. On 21 January 2026, the agent provided the department with several documents and a submission for inclusion in the inquiry book (Documents 23-27).

Grounds of the inquiry

26. The grounds for the inquiry, as articulated by Counsel Assisting at the hearing, were as follows:
- (1) Whether:
- (i) there was a failure to provide the applicant with the incoming inspection reports for both properties (with the failure to provide the incoming inspection report in respect of one of the properties impacting on the progression of an insurance claim).
 - (ii) there was a failure to provide the applicant with the routine inspection reports for both properties.
- (2) Whether there was a failure to communicate with the applicant in relation to the

upcoming lease expiries for both properties.

- (3) Whether the agent failed to provide the keys and requested documents to the new property manager in the handover of both property managements.

Chronology of key events

27. The dates for key events relating to the management of the properties were as follows:

- (1) July 2024 – applicant purchased the McAulay Street property with the agent having acted for the seller of the land;
- (2) 16 September 2024: the applicant enters into management agreement with the agent for the McAulay Street property;
- (3) 18 September 2024: date on which the business agent says the incoming condition report was completed for McAulay Street property;
- (4) 19 September 2024: date when the business manager says she dropped off the incoming report for McAulay Street property to the tenant;
- (5) 23 September 2024: the applicant enters into management agreements with the agent for the Piper Court property;
- (6) 31 January 2025: date on which the business agent says the incoming condition report was completed for Piper Court. The report was signed by one of the tenants;
- (7) 8 May 2025: email from applicant indicating acceptance of proposed rent but asking for inspection report prior to renewal;
- (8) 13 May 2025: agent (admin support) advises that tenant has accepted offer of lease for Piper Court premises renewal, but that lease will not be sent until after routine inspection (with inspection to take place at the end of May 2025)
- (9) 3 June 2025:10 June 2015: emails between the agent (admin support) and the applicant concerning outstanding rent payments and lease renewal for McAulay Street property;
- (10)10 June 2025: applicant asks agent (admin support) whether the inspection report has been completed for Piper Court and about the progress on the lease renewal (lease due to expire on 25 July 2025);
- (11) 13 June 2025: email from applicant noting no response to communication;

- (12) 22 June 2025: applicant sends email to agent (admin support) noting no response to email of 10 June 2025, asking that the inspection and lease be finalised by the end of the week;
- (13) June 2025 termination of the management agreements
- (14) 30 June 2025 - 8 September 2025 – numerous unanswered emails between the agent and the new property manager concerning the handover of documents;
- (15) In February 2026 the applicant received the incoming inspection report for the Piper Court property (as part of these proceedings);
- (16) As at 10 February 2026 the incoming inspection for McAulay Street property had not been provided to the applicant;
- (17) As at 10 February 2026 the routine inspection reports had not been provided to the applicant.

Rules of Conduct

28. The Board's role is to determine whether the agent have contravened any of following rules of conduct as contained in schedule 4 to the AL Regulations:

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 act in the best interests of their client. A Practitioner should always, exercise loyalty to the interests of the Client and should not act in any way which could be construed as being contrary to the best interests of the Client

A Practitioner should communicate effectively and promptly with Clients

A Practitioner should provide the Client with updates as often as reasonably necessary regarding the progress of the transaction

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

Rule 12: An agent must exercise due skill, care and diligence when dealing with any person in the course of conducting business as an agent

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

29. The Board will have regard to these rules of conduct when considering the application, respective replies, and associated evidence.

Hearing

30. On 14 February 2026 the Board conducted a hearing.
31. The materials and evidence before the Board was comprised of:
- (1) the Inquiry book prepared by the department; and
 - (2) testimony provided by the business manager at the hearing.

General principles in disciplinary matters

32. 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.
33. 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.

Discussion of the issues

Ground 1(i) – incoming inspection reports

34. The allegations, facts and consequences relating to the incoming inspection reports are as follows:
- (1) the agent failed to provide the applicant with the incoming inspections reports subsequent to the leases being signed for both properties;
 - (2) without the incoming inspection report, the applicant is unable to enforce the tenant's lease conditions for the state of the property when their lease ends. The applicant advises that if she had been aware that the agent had not completed the incoming inspection report, and had the agent been truthful, the applicant would have terminated both tenancies as to not be in a vulnerable position.

- (3) the applicant asserts that, during a routine inspection, the new property agent questioned the tenant of McAulay Street Property as to whether an incoming property condition report had been received or executed. The tenant allegedly advised that no such report had been provided or signed.
- (4) the applicant submits that both properties received upgrades exceeding \$50,000 each and contends that, due to the absence of credible incoming condition reports and routine inspections, they have no recourse in the event of tenant damage, despite raising these concerns with the agents (Document 17).
- (5) At the hearing the applicant advised that:
 - (i) she first received the incoming inspection report for the Piper Court property in February 2026 as part of the department's processes for identifying disputed issues and facts for the purposes of the inquiry;
 - (ii) some of the photos for that report show the tenant's possessions indicating that the inspection occurred after the tenants took possession
 - (iii) she has still not received an incoming inspection report for McAulay Street property.

Agent's response concerning incoming inspection reports

35. The business manager provided the following evidence:

- (1) the agent had acted for the seller of McAulay Street property when the applicant purchased the property (settlement July 2024).
- (2) the business manager completed the condition report dated 18 September 2024 and dropped off for the tenant on 19 September 2024. The tenant was not home. The tenant did not return a signed copy of the report.³
- (3) for the Piper Court property the business manager's evidence was that management agreement commenced operation in September 2024 and that the condition report was issued on 31 January 2025 and signed by one of the tenants.

³ Section 26(1) of the *Residential Tenancies Act 1999* provides that a tenant has five business days to either agree with, or dispute, the contents of an incoming condition report. If they do nothing section 26(2) deems them to have accepted the report.

36. At the hearing the business manager accepted that the incoming inspection reports were not provided to the applicant.
37. The agent permitted the tenants for Piper Court property to bring some possessions onto the Piper Court property prior to the lease commencement but that that was done under her supervision.
38. The agent acknowledged the incoming inspection reports should have been made available to the applicant upon lease commencement.

Analysis

39. By the respondent's own admission, they failed to provide the incoming inspection reports to the applicant (Document 14). That failure had not been remedied in respect of the McAulay Street property as at the time of the hearing.

Board's finding for ground 1(i) – incoming inspection reports

40. The Board noted the business manager's claim that the incoming inspection report for the McCaulay Street property exists. The business manager did not produce the report but said that she could do this.
41. The Board has no choice as to be somewhat sceptical about whether the report for McAulay Street property does exist. If it does exist the Board would expect, as indicated during the hearing, that it will be provided to the applicant as soon as is practical. If it is not provided the Board invites the applicant to share that fact with the department noting the following:
 - (1) that it is an offence under section 118 of the Criminal Code to make, as part of a statutory declaration, a statement or declaration that is in any material particular, false;
 - (2) that section 25 of the *Residential Tenancies Act 1999* requires a landlord and agent (if the landlord has an agent) to provide an incoming inspection report. In the absence of such a report the landlord will have difficulty in any claim they may seek to make regarding any security deposit.
42. At the hearing, Counsel Assisting asked the business manager as to why the incoming condition report for McAulay Street property was not provided when it was done. She answered in terms that it was not an act of malice but rather that the agency had "dropped the ball" with too many processes going leading to a failure of the last step of closing off on the report.

43. The Board's view is that the failure to provide the reports to the applicant is a critical failure of the agent in respect of their obligations under both the management agreement and the *Residential Tenancies Act 1999*. At this stage it does not really matter to the Board, in terms of the evidence before it, whether the McAulay Street property incoming report was never conducted or just never provided. Both are problematic.
44. The failure to provide the incoming inspection reports is a breach of section 4.1(j) of the Residential Management Agreement (Document 6-7).
45. This means that there has been a breach of the rules of conduct in relation to the agent failing to exercise due skill, care and diligence in breaching the residential property management agreement by failing to provide the incoming inspection reports to the applicant.

Ground 1(ii) – routine inspection reports

46. The allegations and/or facts and consequences relating to the routine inspection reports are as follows
 - (1) The applicant states that at the date of their submission to the department (28 December 2025), the new property manager has only received a partially illegible and materially inaccurate property condition report for the Piper Court Property, with no accompanying photographs (Document 17) (Document 19).
47. The Business manager gave evidence that there were routine inspection reports for:
 - (1) McAulay Street property in December 2024 and April 2025
 - (2) Piper Court in May 2025
48. Until the hearing the agent did not address the allegations surrounding their failure to provide routine inspection reports or provide supporting evidence to suggest they provided the reports to the applicant
49. The business manager gave evidence that the routine reports were not "closed" and for that reason had not been uploaded to the portal (and thus remained unavailable to the applicant). "Closure" appears to relate to sorting out technical issues with the report rather than substantive issues.
50. At the hearing the business manager could provide no substantive reason for this. She did however indicate the context that was that that she had worked really hard for the applicant

and could not understand the applicant's decision to terminate the relationship. This decision of the applicant seems to have led to a stasis after termination of the management agreement in the dealings between the business manager and both the applicant and the new property manager. It can also be noted that the failure to appropriately complete the reports occurred before any indication that the management agreements were to be terminated.

51. The business manager gave evidence that the various inspection reports were ready for sending. She could not explain why they had not been provided to either the applicant or to the department following the commencement of the disciplinary proceedings.
52. Counsel Assisting asked the business manager why the Piper Court report (May 2025) had not been provided noting that it was done prior to the applicant's termination of the management agreement. The business manager's response was that it was "overlooked" in the context that she did not prioritise delivery because everything was OK with the property.
53. At the hearing the business manager accepted that the failure to provide the inspection reports was "grossly unprofessional".

Ground 2 – renewal of leases

54. Ground 2 is that the agent failed to respond to the applicant's correspondence and calls regarding both leases expiring in July 2025 and the progress of the tenants re-signing a lease (Document 10-11).
55. The facts and allegations are set out in the chronology of events (paragraph 27) regarding the lease expiries and renewals are as follows:

McAulay Street Property

56. The agent gave evidence that they assisted the applicant with rent reviews and lease extension processes which the agent usually commences 60-90 days in advance.
57. The agent's evidence was:
 - (1) for the McAulay Street Property, the renewal process was delayed due to the tenant's personal circumstance which were beyond the agent's control;
 - (2) this was further complicated by the considerable volume of maintenance occurring during the first three to four months of the tenancy, with trades people on-site multiple times each week;

- (3) this is an undeniable disruption for the tenants. The agent contends no approval was given for a short-term lease extension with an interim rent increase, which may have provided more time for all parties. The agent states it was at this stage that the management of both properties was removed.
58. The applicant's evidence was that:
- (1) The upgrade works at McAulay Street Property did not hinder the tenants, as one tenant was regularly present at the property, and contends that the agent attended the property once only to meet onsite with the applicant, carpenter, fencing contractor and landscaper in relation to the deck works (Document 22).
59. As per Document 11 the discussions surrounding the lease renewal were had as early as 3 June 2025, prior to the lease end date of 16 July 2025.
60. The applicant claims that communications from the tenant at McAulay Street property confirm the tenant emailed the agent seeking to negotiate a lease renewal; however, the applicant claims this information was not passed on to them (Document 18).
61. On 3 June 2025 the applicant queried if the agent had received a response from the tenant. The applicant further advised if there was no response by Friday (6 June 2025) it would be evident the tenant's intention was not to extend the lease. The applicant stated if this were the case they would like the property listed four weeks out from the lease end to procure a new tenant.
62. On 4 June 2024, the agent responded advising that the tenants were awaiting the third tenant who was undertaking their military intake and had no access to their phone.
63. There was an email of 5 June 2024 from tenant requesting extension for 4 months. The factual issue was that of whether this was communicated to applicant.
64. The business manager could provide no evidence that the agent responded to the email. At the hearing she gave evidence that she assumed that she would have referred it to support staff. On 10 June 2024 applicant sent an email saying she had not heard.
65. On 10 June 2025, the applicant responded advising they sought clarification by the end of the week. The agent responded advising they had followed up with the tenants.
66. On 13 June 2025, having not received a response regarding the tenant's decision, the applicant requested the agent to schedule a time the following week for photos to be taken of the property for prospective rental marketing. The applicant advised that as they hadn't

received a response from the tenant, they sought to move forward with ample time to secure a new tenant and prevent an extended vacancy period.

67. On 22 June 2025, having not received a response from the agent, the applicant emailed the agent providing notice to end the tenancy on 16 July 2025.
68. The agent submits that the lease renewal process for 24 McAuley Street commenced on 22 April 2025. The agent provided the department with email correspondence in which the tenants advised that they were unable to contact one of the leaseholders due to that person being away on military service; however, they requested a four-month extension of the lease (Document 23).
69. The agent advised they contacted the tenants on 10 June 2025 to notify them of the applicant's deadline to respond, being 12 June 2025. The agent further provided the department an email from the applicant dated 22 June 2025, in which the applicant advised of their intention not to proceed with the lease renewal offer (Document response 23).
70. The agent contends that this notice was provided outside the legislated 60-day timeframe for terminating the lease. The agent further contend that an original lease holder remains at the property despite the applicant's claim the tenancy was terminated. This may well all be correct, but it is largely irrelevant consideration of the applicant's complaint. There is no evidence that the agent provided information to the applicant about the operation of the *Residential Tenancies Act 1999*.

Piper Court property

71. The facts and allegations concerning renewal of the lease for Piper Court property are as follows:
 - (1) On 6 May 2025, the agent emailed the applicant regarding the upcoming lease renewal and the tenant's intention to continue the lease (Document 10).
 - (2) On 8 May 2025, the applicant responded and requested a routine inspection to be completed prior to the signing of the lease. On 13 May 2025, the agent responded advising the routine inspection will be completed end of May.
 - (3) On 10 June 2025, the applicant queried if the routine inspection was conducted and requested an update of the lease renewal.
 - (4) On 22 June 2025, having not received a response to their email, the applicant requested for the inspection to be completed, and the lease finalised by end of the week.

- (5) It appears the lease renewal was subject to the conducting of the routine inspection, which the agent appears to have failed to conduct and provide to the applicant before sending the lease renewal to the tenants.
- (6) The tenants accepted the applicant's offer to renew; however, the agent was instructed not to issue the lease until the routine inspection was completed.
- (7) The applicant states that improvement works were undertaken at Piper Court Property during the vacancy period and disputes the agent's claims of managing multiple trades, noting that trades accessed the property by collecting keys from the agent's office.
- (8) In accordance with section 95 of the *Residential Tenancies Act 1999*, a tenant is obligated to provide a notice of intention to terminate at least 14 days before the day the lease is due to terminate. Although the tenants were delayed in their response due to another tenant being uncontactable, the tenants were still within the minimum 14-day notice period if they intended to terminate the lease on the lease expiry date.
- (9) It is understandable the applicant would have preferred to have this information to hand at an earlier date. The agent did not appear to provide advice to the applicant about the minimum 14-day notice to the applicant in writing which may have provided a more favourable outcome. It did not help the situation that the agent failed to further communicate with the applicant regarding negotiations with the lease renewal, resulting in the applicant wanting to end the tenancy at the end of the current tenancy agreement.

Analysis -ground 2

72. In accordance with section 4.1(g) of the Residential Management Agreement, the agent is obliged to negotiate on behalf of the applicant any rent reviews or extensions of leases (Document 6-7).
73. The Board finds that the agent failed to exercise due skill, care and diligence in carrying out the services required by the Residential Management Agreement in that:
 - (1) The agent failed to pass on an offer concerning the McAulay Street property;
 - (2) The agent failed to conduct or provide the inspection report required by the applicant concerning the Piper Court property;

Ground 3 - *Failure to provide keys and documents to new property manager*

74. The facts and allegations regarding the failure to provide keys and documents to the new property manager are as follows:
- (1) The applicant changed agents in July 2025, and the applicant signed a new management agreement with the new property manager.
 - (2) The agent failed to provide the new property manager with keys to the properties and incoming inspection reports prior to the change of property management (Document 12).
 - (3) At the time of submitting the disciplinary application, the agent failed to provide the incoming inspection reports and keys, albeit the agent advised the applicant they had possession of them and would supply them to the new property manager.
 - (4) The applicant submits that three sets of keys and three garage remotes were provided to the agent and placed in the agent's letterbox as requested by the agent. The applicant contends that, contrary to images provided by the agent indicating two keys, two full key sets were supplied to the respondent by the applicant (Document 17).
 - (5) The agent acknowledges that the applicant and the new property manager are awaiting the incoming inspection reports and accompanying photographs corresponding to the leases dated 18 July 2024 and 31 January 2025. The agent acknowledges they let the applicant and the new property manager down and believe their shortfall was in their delay in uploading documents and agent's failure to provide them promptly to the new property manager.
 - (6) The agent states that if the applicant have incurred any costs for replacing or supplying additional keys to the new management agent, the agent will reimburse the fees. The agent states they will provide the outstanding keys and documents to the applicant and the new property manager without delay (Document 14).
 - (7) The agent provided the department an email sent to the new property manager on 2 December 2025 which included incoming inspection reports (signed and unsigned) for Piper Court Property, and the key sheet for both properties (Document 18) (Documents 24-26).
 - (8) The agent contend they were advised the documents and keys were outstanding and resent the documents on 15 December 2025 (Document 24). The agent claims they were

advised the keys were not received; however, the agent contends a receptionist of the new property manager signed for them on 2 December 2025 (Document 25).

75. Counsel Assisting asked the business manager whether the incoming report for McAulay Street property has been provided to the new property manager. The answer was “no”. As noted earlier, the business manager gave evidence that the report existed and that it could easily have been provided to the new property manager. When quizzed about this the business manager said that they could not understand the breakdown in relations between herself and the applicant. The business manager said that this was “not her proudest moment”. The business manager said that she could provide the report at any time.
76. In respect of the keys, and the delay in providing them (June 2025 to December 2025) the business manager gave evidence that she went to the office of the new property manager with the keys but was unable to deliver them because the new agent’s office was unattended and there was no drop box. The business manager accepted that the delay was not acceptable.

Analysis

77. By the agent’s own admission, they failed to provide the keys and documents to the new property manager upon the end of the residential management agreement and the transfer to new management (Document 14).
78. Furthermore, while the respondent advised in their response that they will provide the keys and reports to the new property manager, they have not yet done so, and the keys remain in the agent’s possession (Document 14).
79. The Board finds that the agent breached the rules of conduct in that they failed to provide the keys and documents to the new property manager at an appropriate time. This breach showed a failure to exercise due skill, care and diligence when acting on behalf of the applicant and in dealing with the new property manager (breach of rules 11 and 12).

Insurance claim

80. The facts and allegation concerning the insurance claim are as follows:
 - (1) applicant has a current insurance claim for the Piper Court property which cannot progress without a copy of the incoming inspection report;
 - (2) the applicant claims the agent did not respond to urgent requests from the new property manager for the incoming inspection report to assist with the insurance claim. As a result, the applicant obtained the outgoing condition report from the prior

managing agent for the tenant who vacated immediately prior to settlement. The applicant notes that this report does not record marks to walls or other deficiencies later referenced in the agent's report, among other inconsistencies (Document 20).

- (3) The agent contends that the new property manager indicated that an insurance claim was required to be lodged for water damage, for which photos were required to document the property's condition at lease commencement. The agent contends that a pre-settlement inspection with the buyers and the agent confirmed the presence of the water damage, as inspections were waived during the sales contract process.
- (4) The agent contends that they assisted the applicant by overseeing a roof inspection conducted by the builder, and coordinated a plumber to investigate stains, cracks, and prior water damage. The agent contends the applicant's partner who is a licensed plumber, also inspected the roof cavity to check the pipework.
- (5) The agent understands that entry photographs would be requested as supporting evidence, the water damage pre-dates the agent's management agreement for Piper Court property, therefore, the agent does not believe the responsibility for the issue lies with the agent.
- (6) The agent also contends they understand that entry photographs would be requested as supporting evidence.
- (7) The agent submits that it is possible they assumed or guessed that the insurance claim in question related to water damage as the agent knows it to be the Piper Court property. The agent contends this was reasonable, based on an email from the new property manager requesting a report to support an insurance claim and a voicemail referring to water damage.
- (8) The agent maintains that the ceiling and external wall staining pre-dated their management and was known to all parties including the sale team at the time of purchase. The respondent recalls inspections were waived at purchase.
- (9) The agent contends they attended the pre-settlement inspection on site with the applicant and the sales agent, and it was during this inspection the agent became aware one of the owners was a plumber.
- (10) During their management, the agent recollects that the applicant undertook works to the property and spent a significant amount of time personally attending the property. The

agent further contends they oversaw tradespeople who inspected the staining/water damage and provided written feedback regarding its condition.

(11) The agent acknowledges the entry condition report should have been provided to the applicant and forwarded to the new property manager but rejects any suggestion that the agent withheld critical insurance evidence. The agent believes the new property manager received the report as per the agent's email to them on 2 December 2025 (Documents 24-26).

Board's finding regarding the insurance claim

81. The Board has already found that the agent has breached the rules of conduct in relation to the agent's failure to provide the applicant a copy of the incoming inspection report. The Board finds that this failure has caused problems for the applicant in dealing with the insurance claim.

82. In dealing with this issue the Board is not concerned with the factual issue about whether or not there was water damage before or after the time when the incoming inspection report should have been provided. The relevant fact is that the absence of the incoming inspection report makes it more difficult for the applicant to know or prove when the damage occurred.

Additional complaint

83. As part of the responses to the department's inquiry book the applicant provided what was, in essence, a new complaint. This was dealt with at the hearing without any objection from the agent. With the benefit of hindsight, the Board probably should have deferred consideration of this matter pending a formal amendment of the application.

84. This new complaint related to negotiations for the rental of the Piper Court property.

Agent's response

85. The business manager denied the allegation.

Analysis

86. No substantive evidence was provided at the hearing to justify the claim by the applicant.

Board's finding

87. The new ground is outside of the scope of the inquiry. However, the Board also notes that:
(1) no substantive evidence in support of the complaint;

- (2) If the complaint had been within the scope of the inquiry, the Board would not have found any reason to take disciplinary action in respect of it (having regard to the evidence provided at the inquiry)

Other information provided by the agent

88. The agent provided the following additional information in their submission:
 - (1) The agent maintains they have not imposed any financial cost on the applications arising from the claims in the applicant's submission.
 - (2) The agent offered to reimburse the applicant key-cutting costs; however, the agent contends that email correspondence confirms the newly appointed managing agent had not rekeyed either property as of 8 December 2025 despite alleged possession of the keys on 2 December 2025.
89. The Board's opinion is that these views don't affect the Board's assessment of the breaches made by the agent.

What has the business manager learnt from the matters that are the subject of the inquiry

90. At the hearing Counsel Assisting asked the business manager: "What have you learnt".
91. The business managers response was that of learning how not to take these kinds of setbacks so personally.
92. Whilst this is a commendable aim the answer does not really indicate much awareness of what has been the initial cause of the problems. From the Board's perspective the main cause of the termination of the management agreements was the failure of the agent to fulfill the agent's obligations under the agreements.

Summary of the Board's findings

93. As noted above the Board has made the following disciplinary findings in respect of both the agent and the business manager:
 - (1) Lack of due skill, care in diligence in failing to provide incoming inspection reports to the applicant
 - (2) Lack of due skill, care in diligence in failing to provide routine inspection reports to the applicant
 - (3) Lack of due skill, care in diligence in failing to provide incoming and routine inspection reports to the new property agent
 - (4) Lack of due skill, care in diligence in failing to deal with tenancy renewals.

Board's options regarding penalties

94. The powers of the Board after the inquiry into a licensed agent are as follows
- “69. 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.”
95. 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.

Explanation of the Board’s approach in determining the penalty

96. In previous decisions the Board has outlined some principles or factors for determining the appropriate penalty.⁴ 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.⁵

97. 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 there is a critical need for the business manager and other agents be strongly deterred from permitting personal feelings in difficult circumstances to take precedence over their duties to clients and others.

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

See above. The Board’s assessment is that the problematic conduct of the kind that occurred in this matter should be brought to the general attention of agents.

⁴ See decision dated 23 January 2024, paragraph 101

⁵ *Commissioner for Consumer Protection v Murray [2017] WASAT 137*

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.*

There is a need to ensure that clients and others have confidence that agents must attempt to comply with their professional obligations. Transfers of management agreements are a fact of life in real estate. Agents must be able to deal with them without potentially adversely affecting others.

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.*

On the facts available, the Board did not find that any of the conduct was dishonest or deliberately misleading. It was more in line with obduracy.

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

The Board has found breaches of rules of conduct and that the breaches, albeit inexplicable, were deliberate.

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

The problematic conduct does not suggest overall 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 conduct was not isolated. Aspects of it were still existing as at the time of the hearing by the Board.

8. *The agent's disciplinary history*

There have been disciplinary matters for the business manager and the agent concerning the completion of audits.

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 the business manager now has an 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 business manager identified personal circumstances (loss of management agreements) as the cause of her behaviour. However, the Board does not consider that those kinds of personal circumstances are a mitigating circumstance of any kind.

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.*

As noted in the Board's recent decisions dated 11 September 2015 and 24 December 2024, the Board considers that some of the agent's breaches in this matter undermine what is sometimes referred to as "the honour of the profession" or put another way, undermine consumer confidence in the profession. These are the refusal, for no apparent reason, to finalise matters relating to the management of the properties.

98. At the end of the hearing part of the inquiry the Board indicated a tentative decision for the agent as follows: a strongly worded caution in respect of the business manager; a fine of the maximum level (equal to 50 penalty units) for the business manager; a fine of 25 penalty units for the company.

99. The Board requested submissions on penalty from the applicant and from the agent. On 15 February 2026 the applicant made a submission in response to the request for submissions on penalty. The main point points were:

- (1) The appropriate penalty was revocation or suspension in addition to a fine, plus an audit of all the agent's rental properties;

- (2) False information provided at the inquiry concerning the availability or not of the reports
- (3) Criticism of the business manager's proposal that part of any fine be paid the applicant, repeated original claim of deception by charging a fee for non-provision of services. criticism of the business manager's "nonchalant demeanour" when appearing before the Board at the hearing with a suggestion that the issues raised in the inquiry were "likely NOT an isolated incident"

100. On 20 February 2026 the business manager made a submission in response to the request for submissions on penalty. The main point points were:

- (4) noted that the applicant had raised new issues
- (5) accepted the breaches and the need for a proposed fine and submitted that revocation or suspension were not warranted;
- (6) sincerely and unreservedly apologised for the short comings within the agency;
- (7) noted that the applicant's claims and the material at the hearing highlighted deficiencies at the company and personal level; the identified errors and shortfalls are acknowledged – "I am committed to learning from these errors and implement structured measures to prevent any recurrence".

101. In addition to the general principles and the submissions, the Board, in determining the penalty, also considered:

- (1) The fact that the agent and the business manager have been the subject of previous adverse decisions concerning audits;
- (2) The business manager's some unjustifiable, verging on aberrant, behaviour concerning the failure to either complete reports or to pass them on to the client;
- (3) The fact that the applicant faces possible financial losses depending on the outcome of the insurance claim or state of the rental properties at the end of the tenancies;
- (4) The lack of fulsome cooperation of the business manager in the resolution of issues – particularly regarding the existence of not of the various reports;

- (5) The business manager's contrition in her submission on penalty. The Board takes this on face value despite having some doubts during the hearing as to whether the business manager really understood that it is wrong to abandon outstanding obligations to former clients. The Board notes the expressions of remorse made to the department on 26 November 2025 but that the aberrant behaviour regarding the non-production of the reports continued after that date.
102. The Board notes that in past decisions an acrimonious relationship could sometimes be a mitigating factor when determining the penalty with the agent often being caught in the middle of a body corporate dispute or being the subject of unreasonable behaviour on the part of client. This matter is different in so far as much of the problematic behaviour occurred after the agent/client relationship had ceased.
103. In determining the penalty, the Board considered past penalty decisions for disciplinary matters relating to poor conduct in relation to clients and third parties (such as another agent).
104. The main decisions of some relevance are as follows:
- (1) 24 December 2025 - Body corporate manager – failures concerning the calling and handling of meetings, breach of rule 11 concerning the termination of management agreement and dealing with suspensions of members of the committee. Board had regard to the toxic nature of the relations within the units plan and between the manager and the chairperson of the committee. Penalty: reprimand
 - (2) 11 September 2025 – body corporate manager- breach of rules concerning calling of meetings, the provision of documents for meetings, the recording of decisions from meetings and dealing with disputes and issues. Penalty: fines of \$2500 for the agent and \$1250 for the business manager. No evidence that the complainant suffered any loss but there had been a potential for loss⁶.
 - (3) January 2024 – beaches of the *Residential Tenancies Act 1999*, severe harassment of tenants, lack of cooperation with the Board. Penalty: fines of \$5000 for the agent and \$5000 for the business manager⁷.

⁶ Maximum fine relevant to the decision was \$9250

⁷ Maximum fine relevant to the decision was \$8000

- (4) January 2024 - breaches of the *Residential Tenancies Act 1999*, lack of cooperation with the Board. Penalty: Fine of \$2500 for the agent and \$2500 for the business manager⁸.
- (5) 15 November 2023 – unprofessional conduct by various employees, misleading conduct. Penalty: fine of \$1579 for the agent and \$2355 for the business manager⁹.
- (6) 14 November 2023 – harassment and intimidation of a tenant, unprofessional; behaviour during the department’s investigation. Penalty: reprimand and fine of \$3140 for the agent and \$2355 for the business manager¹⁰.

105. The Board considers that the behaviour in this case of the agent and business agent is quite unacceptable and, within the context of disciplinary breaches that do not involve fraud or theft, is such as to require significant fines. The behaviour is unacceptable because, within the context of professional obligations, there was a complete disregard for the obligations to the client.

106. The Board imposes the following penalties:

- (1) a fine of \$9250 to be paid by Kerry Lee Ryan;
- (2) a fine of \$4625 to be paid Ryanlee Properties Pty Ltd;
- (3) the following caution:

Kerry Lee Ryan is to ensure that she and any licensed agent for which she is the business manager must act professionally when dealing with clients, third parties and former clients.

Ms Ryan must ensure that the interests of her clients prevail over her own interests. Specifically, Ms Ryan must ensure that:

- (a) she professionally handles disputes with clients;
- (b) when a client is transferring their business to another agent, she acts in the best interest of the client when transferring the matter to the new agent. This means that records, assets (such as keys) and trust monies should be transferred as quickly as possible.

107. The Board directs that the fines be paid by the agent and the business manager within 60 days of the date of these written reasons.

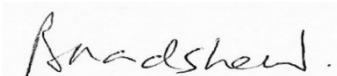
⁸ Maximum fine relevant to the decision was \$8000

⁹ Maximum fine relevant to the decision was \$7900

¹⁰ Maximum fine relevant to the decision was \$7900

Right of review

108. 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.
109. For the purposes of section 85(3), “affected persons” include the applicant, agents and agents’ representatives affected by the decisions.
110. An application for review must be made within 28 days of the day of notification to an affected person of the decision in this matter¹¹.



Dated 30 March 2026

Robert Bradshaw

Chairperson (for Agents Licensing Board of the Northern Territory)

¹¹ In this matter, notification will occur when the parties are provided with this document.