

Case number **2024/SH002012**

## Applicant(s)

South Australian Housing Trust

## Respondent(s)

Janette Gail Francis

## Regarding

Vacant possession (breach, end of lease or non-compliance)

**Hearing held on:** 13 May 2024  
**Before Tribunal Member:** Ms J Dunstone  
**In attendance:** Olivia Hon of South Australian Housing Trust (via telephone)

**Tenancy address** 34 Whitestone Crescent, SEAFORD RISE SA 5169

## Order for Inspection

Made under the *Residential Tenancies Act 1995, Section 72, 110*

sections 72 & 110 statute barred  
to SA Housing as landlord.

1. The tenant did not attend the hearing. I am satisfied that the tenant was given notice of the hearing by way of a hearing notice addressed to the tenancy address dated 1 May 2024 as the tenant forwarded to the Tribunal a document titled URGENT STAY & Appeal to President on 7 May 2024 as that document in part related to the order made on 9 April 2024. The hearing on 13 May 2024 related to the order made on 9 April 2024.
2. The hearing on 13 May 2024 was listed as a phone hearing at 3.30pm and the hearing notice reflected that. I also note the tenant sought by email to the Tribunal on 9 May 2024 to attend in person and her request was granted.
3. At the commencement of the hearing time, I called in the waiting room for the tenant, but she was not in the waiting room. I telephoned the tenant twice on 0490833008 (this number was noted in the hearing notice sent to the tenant as the number the Tribunal would ring for the tenant) and an engaged signal was heard on each occasion. At 3.45pm I spoke to the Tribunal Case Officer who advised me that she had been speaking on the phone to the tenant but no longer was. I telephoned the tenant again and again an engaged signal was received.
4. At about this time an email from the tenant sent on 13 May 2024 at 2.48pm was uploaded to me at 3.46pm which said, "Due to circumstances beyond my control it's become a health risk for me to attend the hearing in person, therefore I will phone you".

5. I commenced the hearing in the absence of the tenant. The hearing concluded at 4.40pm. I was not advised at any time during the hearing that the tenant had telephoned the Tribunal to participate in the hearing.
6. During the hearing I advised Ms Hon that the Tribunal had received on 13 May 2024 at 11.58pm a 25-page document addressed to the President of the Tribunal. In preparation of a personal attendance for the hearing I had photocopied the Tribunal fact sheet for applications for Internal Review of a SACAT decision for the tenant and that it was my intention to ask the tenant if she sought an Internal Review and if so to highlight certain sections of the fact sheet, for example, the need to pay an application fee and the passage in the fact sheet that says, “SACAT does not consider the application to have been received until any applicable fee has been paid or waived by SACAT.” Also the passage, “An application for Internal Review must be made within one month of the first decision.” This fact sheet is provided to the tenant with this order. This order is forwarded to the tenant via email and ordinary post.
7. Ms Hon was asked what order the landlord, South Australian Housing Trust, sought. Ms Hon indicated that an order for access for the purpose of inspection being an inspection which included the checking of the fire alarm. The last such an inspection was on 21 April 2022.
8. Ms Hon also gave evidence of the attendance at the premises on 24 April 2024 from 11.00am by a housing officer for 30 minutes during which time the bell on the locked gate was rung on a number of occasions and the tenant was telephoned on a number of occasions but there was no reply to the gate bell or the phone calls. I accept this uncontested evidence. I accept Ms Hon understood the affirmation that she had given, and she was accurately outlining the content of an email from the housing officer to the compliance section of the landlord.
9. I have considered the order made on 9 April 2024 and the basis of that order including the notice dated 21 February 2024 and term 6(g) from the condition of tenancy.
10. Further, I have considered the probationary conditions of tenancy which was for the period 12 April 2008 to 17 October 2008 that sets out 6(g) and that the tenant agrees to “allow the Trust or any person authorised by it to enter the premises at any time in case of an emergency and at other times by arrangement with the tenant, to inspect any part of the premises, to carry out such repairs as the Trust considers appropriate, to remove rubbish or prune any tree or shrub which is causing damage.” I also considered the letter dated 31 March 2009 signed by the Manager, Housing SA, Southern Adelaide Region Noarlunga Office which says in part, “I am pleased to advise that, following the second review of your probationary tenancy, you are eligible to commence a standard tenancy at the above address on 18/04/2009, the day after your probationary lease expires.....The Conditions of Tenancy you signed at the commencement of your probationary tenancy will continue to be the lease conditions for your standard Housing SA tenancy. You will not be required to complete a new tenancy agreement or any further paperwork”.
11. Having taken into account all the evidence before me, and I make the order the landlord sought. This would give one more opportunity for the tenant to grant access. **I make the order for access to enable an inspection to occur on Wednesday 12 June 2024 at 11.00am.**
12. The timing of this order gives the tenant the opportunity to pay the Internal Review application fee and pursue the application for Internal Review if that is what she wants to do. This assumes the documentation that the tenant has provided to the Tribunal was an application for Internal Review, albeit not being in an application format. This timing should also allow all of this process to have been completed by the access to enable an inspection to occur date on Wednesday 12 June 2024 at 11.00am.

**Orders of the Tribunal**

1. The tenant may remain in the property on condition that at **11.00am on Wednesday 12 June 2024** the tenant must allow access for two representatives of the landlord to attend at the premises and must allow the representatives unimpeded access to all of the rooms in the house and **any sheds in the yard**, that the representatives may be present at the property **for up to 1 hour and the representatives may take photographs during the inspection.**
2. If the above order is not complied with the landlord may apply in writing to the Tribunal for an urgent **hearing to terminate the tenancy and evict the tenant.**



**J Dunstone**  
Tribunal Member  
**13 May 2024**

**Obvious intent of these statute barred orders is to attempt to make me feel like a prisoner of the State. The legal effect was to order a criminal home invasion for the NSW LABOR Party's Fathers Day 1984 political cause in the hope that would intimidate me as a witness to crimes of State Housing, State Health, State Police & State Transport departments since I arrived in South Australia's Adelaide region in 2004.**

**TENANCY INFORMATION**

<b>Tenancy address</b>	34 Whitestone Crescent, SEAFORD RISE SA 5169
<b>Tenancy commenced</b>	Saturday, 12 April 2008
<b>Tenancy term</b>	Fixed to 17 October 2008 and extended to 18 April 2009 and then periodic
<b>Tenancy type</b>	<del>Periodic</del> → <b>ONGOING LEASE not periodic.</b>
<b>Tenant name</b>	Janette Gail Francis
<b>Landlord name</b>	South Australian Housing Trust
<b>Rent</b>	\$125.30 Weekly

- (g) an agreement arising under a scheme in which—
    - (i) a complex of adjacent premises is owned by a company; and
    - (ii) the premises are let by the company to persons who jointly have a controlling interest in the company; or
  - (h) a prescribed agreement or an agreement of a prescribed class.
- (1a) The regulations may exclude prescribed classes of agreements that relate to land owned (wholly or in part) by the South Australian Housing Trust, or by a subsidiary of the South Australian Housing Trust, from the operation of subsection (1)(e).
- (1b) For the purposes of this Act, an agreement conferring a right to occupy premises for a fixed term of 60 days or longer is to be taken, in the absence of proof to the contrary, not to be an agreement referred to in subsection (1)(c).
- (1c) For the purposes of this Act, a residential tenancy agreement for residential premises in a prescribed retirement village is to be taken not to be an agreement under which a person boards or lodges with another.
- (2) **The following provisions of this Act (and only those provisions)** apply to residential tenancy agreements under which the **South Australian Housing Trust** or a subsidiary of the South Australian Housing Trust **is the landlord**, to residential tenancies arising under those agreements and to related disputes—
- (a) Part 3 (*South Australian Civil and Administrative Tribunal*);
  - (ab) Section 65 (*Quiet enjoyment*);
  - (b) Section 66 (*Security of premises*);
  - (c) Section 71 (*Tenant's conduct*);
  - (ca) Section 87 (*Termination on application by landlord*);
  - (cb) Section 89A (*Termination based on domestic abuse*);
  - (d) Section 90 (*Tribunal may terminate tenancy where tenant's conduct unacceptable*);
  - (e) Section 93 (*Order for possession*);
  - (f) Section 99 (*Enforcement orders for possession*);
  - (g) Division 3 of Part 8 (*Powers of the tribunal*);
  - (h) Division 4 of Part 8 (*Representation*).

## Part 2—Administration

### 6—Administration of this Act

The Commissioner is responsible for the administration of this Act.

### 7—Ministerial control of administration

The Commissioner is, in the administration of this Act, subject to control and direction by the Minister.