
From: FRITH, Marianne
Sent: Friday, 7 June 2013 8:10 AM
To: CHUNG, Phoenix
Subject: RE: Asset register [SEC=UNCLASSIFIED]
Attachments: 4124_001.pdf

Hi Phoenix,

Please see attached slight amendments to the document. The document has the Head Office Facility Manager as the main contact for 10 and Carabella, but he phone number as my phone number. So I have changed this to me being the contact. If Bernhard would prefer to is the contact for all sites, feel free to change back but please make sure the contact number is Bernhard's, not mine.

Many Thanks,

Marianne Frith | Administrator | H.C. Coombs Centre for Financial Studies
Facilities Management Department | RESERVE BANK OF AUSTRALIA | 122A Kirribilli Avenue, Kirribilli NSW 2061
p: +61 2 9409 1500 | f: +61 2 9409 1599 | w: www.hccoombscentre.gov.au

From: CHUNG, Phoenix
Sent: Thursday, 6 June 2013 2:06 PM
To: DEAN, Lynette; FRITH, Marianne
Cc: GREGG, Bernhard
Subject: FW: Asset register [SEC=UNCLASSIFIED]

Hi Lynette and Marianne,

I know Bernhard has written a due date of the 14 June for the review of the attached document. However, if you do get the chance to review and provide comments prior to June 14, please send me your comments so I can get NBRS to update and finalise the report.

Thank you.

Regards,

Phoenix Chung | Facilities Officer | Facilities Department
RESERVE BANK OF AUSTRALIA | 65 Martin Place, Sydney NSW 2000
| w: www.rba.gov.au

From: GREGG, Bernhard
Sent: Tuesday, 28 May 2013 11:32 AM
To: STANTON, David; FRITH, Marianne; MCWHA, Craig; DEAN, Lynette
Cc: GUTIERREZ, Linh; CHUNG, Phoenix
Subject: Asset register [SEC=UNCLASSIFIED]

Hello,

This is V2 of the draft RBA heritage register. It is a requirement that RBA submit a heritage register to the Minister. The register covers all of our properties. If you have any comments please provide them by 14 June otherwise I will assume that all is OK as far as you are concerned.

Regards

From: GUTIERREZ, Linh
Sent: Friday, 7 June 2013 9:02 AM
To: FRITH, Marianne
Subject: RE: Complaints about the Bathrooms at Carabella Street [SEC=UNCLASSIFIED]

Marianne, bathroom only.

Regards,

Linh Gutierrez | Senior Manager | Property Services
RESERVE BANK OF AUSTRALIA | 65 Martin Place, Sydney NSW 2000
| w: www.rba.gov.au

From: FRITH, Marianne
Sent: Friday, 7 June 2013 7:45 AM
To: NOLAN, Matt; GUTIERREZ, Linh
Subject: RE: Complaints about the Bathrooms at Carabella Street [SEC=UNCLASSIFIED]

Hi Matt,

Complaints in general or just bathroom related complaints?

Many Thanks,

Marianne Frith | Administrator | H.C. Coombs Centre for Financial Studies
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From: NOLAN, Matt
Sent: Thursday, 6 June 2013 10:31 AM
To: GUTIERREZ, Linh; FRITH, Marianne
Subject: Complaints about the Bathrooms at Carabella Street [SEC=UNCLASSIFIED]

Hi Marianne and Linh,

Frank has requested a note on any complaints that we have received from either tenant at Carabella Street. Could you please investigate and respond at your earliest convenience.

Kind regards,

Matt Nolan | Chief Manager | Facilities Management Department
RESERVE BANK OF AUSTRALIA | 65 Martin Place, Sydney NSW 2000
| w: www.rba.gov.au

From: FRITH, Marianne
Sent: Friday, 7 June 2013 9:12 AM
To: NOLAN, Matt
Cc: GUTIERREZ, Linh
Subject: RE: Complaints about the Bathrooms at Carabella Street [SEC=UNCLASSIFIED]
Attachments: RE: Cleaning Service Tuesday 16 August [SEC=UNCLASSIFIED]

Thanks Matt,

As a starting point please see attached a email trail regarding a toilet which was replaced in the ground floor unit (unit 2) for [REDACTED] in 2011.

Please also refer to:

1. [REDACTED] condition report October 2012 - [D12/322037](#) and [REDACTED]. Both reports documented that most bathroom fittings are worn/corroded, one toilet has a problematic cistern, another bathroom needs to be regouted/retiled.

Please note that [REDACTED] was present at both condition reports, as [REDACTED] does not allow access to the premises unless [REDACTED] is there. [REDACTED] accompanied me for the duration of both inspections, and ensured I noted down the problematic cistern and grouting issues.

The only other main complaint from the tenants was in 2011 regarding the disruption caused during refurbishment works including internal and external painting and kitchen and carpet replacement. The Bank issued the tenants with a one-month rent free abatement for the disturbance, despite the tenants agreeing to remain in the premises during the works. I will locate the relevant paper for you.

Many Thanks,

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From: NOLAN, Matt
Sent: Friday, 7 June 2013 8:51 AM
To: FRITH, Marianne
Subject: RE: Complaints about the Bathrooms at Carabella Street [SEC=UNCLASSIFIED]

Hi Marianne,

Primarily around the bathroom, but it would be good to get a wider view.

Cheers,

Matt

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Matt Nolan | Chief Manager | Facilities Management Department
RESERVE BANK OF AUSTRALIA | 65 Martin Place, Sydney NSW 2000
| w: www.rba.gov.au

From: GUTIERREZ, Linh
Sent: Friday, 7 June 2013 9:59 AM
To: FRITH, Marianne
Subject: RE: Complaints about the Bathrooms at Carabella Street [SEC=UNCLASSIFIED]

Marianne, see attached:

Regards,

Linh Gutierrez | Senior Manager | Property Services
RESERVE BANK OF AUSTRALIA | 65 Martin Place, Sydney NSW 2000
| w: www.rba.gov.au

From: FRITH, Marianne
Sent: Friday, 7 June 2013 9:14 AM
To: GUTIERREZ, Linh
Subject: RE: Complaints about the Bathrooms at Carabella Street [SEC=UNCLASSIFIED]

Linh,

I can't find the approved paper regarding the rent free abatement for the Carabella tenants in 2011. This is the word version – and a number of attachments for the paper can be found in the same container, but no signed paper. Do you have any idea where this may be so as I can send to Matt for some context?

Many Thanks,

Marianne Frith | Administrator | H.C. Coombs Centre for Financial Studies
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Please also refer to:

1. condition report October 2012 - [D12/322037](#) and . Both reports documented that most bathroom fittings are worn/corroded, one toilet has a problematic cistern, another bathroom needs to be regrouted/retiled.

Please note that [redacted] was present at both condition reports, as [redacted] does not allow access to the premises unless [redacted] is there. [redacted] accompanied me for the duration of both inspections, and ensured I noted down the problematic cistern and grouting issues.

The only other main complaint from the tenants was in 2011 regarding the disruption caused during refurbishment works including internal and external painting and kitchen and carpet replacement. The Bank issued the tenants with a one-month rent free abatement for the disturbance, despite the tenants agreeing to remain in the premises during the works. I will locate the relevant paper for you.

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Kind regards,

Matt Nolan | Chief Manager | Facilities Management Department
RESERVE BANK OF AUSTRALIA | 65 Martin Place, Sydney NSW 2000
| w: www.rba.gov.au

From: FRITH, Marianne
Sent: Friday, 7 June 2013 10:03 AM
To: NOLAN, Matt
Cc: GUTIERREZ, Linh
Subject: RE: Complaints about the Bathrooms at Carabella Street [SEC=UNCLASSIFIED]

Hi Matt,

Please refer to [redacted] and [redacted] for letters sent to each tenant regarding the rent free period in October 2011.

If you need anymore information please let me know.

Many Thanks,

Marianne Frith | Administrator | H.C. Coombs Centre for Financial Studies
Facilities Management Department | RESERVE BANK OF AUSTRALIA | 122A Kirribilli Avenue, Kirribilli NSW 2061
p: +61 2 9409 1500 | f: +61 2 9409 1599 | w: www.hccoombcentre.gov.au

From: FRITH, Marianne
Sent: Friday, 7 June 2013 9:12 AM
To: NOLAN, Matt
Cc: GUTIERREZ, Linh
Subject: RE: Complaints about the Bathrooms at Carabella Street [SEC=UNCLASSIFIED]

Thanks Matt,

As a starting point please see attached a email trail regarding a toilet which was replaced in the ground floor unit (unit 2) for [redacted] in 2011.

Please also refer to:

1. [redacted] condition report October 2012 - [D12/322037](#) and [redacted]. Both reports documented that most bathroom fittings are worn/corroded, one toilet has a problematic cistern, another bathroom needs to be regouted/retiled.

Please note that [redacted] was present at both condition reports, as [redacted] does not allow access to the premises unless [redacted] is there. [redacted] accompanied me for the duration of both inspections, and ensured I noted down the problematic cistern and grouting issues.

The only other main complaint from the tenants was in 2011 regarding the disruption caused during refurbishment works including internal and external painting and kitchen and carpet replacement. The Bank issued the tenants with a one-month rent free abatement for the disturbance, despite the tenants agreeing to remain in the premises during the works. I will locate the relevant paper for you.

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Cheers,

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To: GUTIERREZ, Linh; FRITH, Marianne
Subject: Complaints about the Bathrooms at Carabella Street [SEC=UNCLASSIFIED]

Hi Marianne and Linh,

Frank has requested a note on any complaints that we have received from either tenant at Carabella Street. Could you please investigate and respond at your earliest convenience.

Kind regards,

Matt Nolan | Chief Manager | Facilities Management Department
RESERVE BANK OF AUSTRALIA | 65 Martin Place, Sydney NSW 2000
| w: www.rba.gov.au

From: FRITH, Marianne
Sent: Friday, 7 June 2013 10:47 AM
To: NOLAN, Matt; GUTIERREZ, Linh
Cc: CHUNG, Phoenix; NOLAN, Matt
Subject: Complaints/Issues [SEC=UNCLASSIFIED]
Attachments: Re: 17 April [SEC=UNCLASSIFIED]; Re: Fence Repairs Monday 6/Tuesday 7 May [SEC=UNCLASSIFIED]

Matt and Linh,

I have asked Phoenix to compile the spread sheet of complaints from over the 12 months. However after review, I can only find two few issues, which I would not really call complaints.

They are in relation to:

1. Neighbours removing tree on other side of fence (nothing to do with us) - March 2013 – see attached email
2. Neighbours not allowing access for fence repairs from their side – May 2013 – see attached email

All other emails from over the past year have been for maintenance requests – not complaints.

Please let me know if you still require a spread sheet with these two items. I will start writing the paper today and will note the lack of complaints in the past 12 months.

Many Thanks,

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p: +61 2 9409 1500 | f: +61 2 9409 1599 | w: www.hccoombscentre.gov.au

From:
Sent: Friday, 7 June 2013 11:17 AM
To: NOLAN, Matt
Subject: Re: Unit 1 / 10 Carabella Street, Kirribilli [SEC=UNCLASSIFIED]

Coming through. Just had to get across the internal arrangements with the RBA

Sent from my iPhone

On 07/06/2013, at 10:33 AM, "NOLAN, Matt" wrote:

Hi ,

Sorry to hound, but I will anyway. How are we looking at the price estimate / scope?

Cheers,

Matt

From:
Sent: Thursday, 6 June 2013 11:41 AM
To: GUTIERREZ, Linh; NOLAN, Matt
Cc: FRITH, Marianne
Subject: RE: Unit 1 / 10 Carabella Street, Kirribilli [SEC=UNCLASSIFIED]

Thanks Linh

Partner

From: GUTIERREZ, Linh
Sent: Thursday, 6 June 2013 11:26
To: NOLAN, Matt;
Cc: FRITH, Marianne
Subject: RE: Unit 1 / 10 Carabella Street, Kirribilli [SEC=UNCLASSIFIED]

I have also attached a file note regarding my most recent discussion with

on 2 May

Regards,

From: NOLAN, Matt
Sent: Thursday 6 June 2013 10:59 AM
To:
Cc: GUTIERREZ, Linh; FRITH, Marianne
Subject: Unit 1 / 10 Carabella Street, Kirribilli [SEC=UNCLASSIFIED]

Hi ,

Thanks very much for your time on the phone earlier.

As per discussion, could you please provide reverse brief with quotation in accordance with the Legal Services Multi-Use List Deed between and the Commonwealth of Australia (LSMUL Deed). The RBA request your assistance in drafting an appropriate response to the letter received from the lessee's of the above referenced property.

The RBA intent to determine the lease at the end of the term. The letter from the is somewhat emotive and contemplates actions beyond the nature of the contractual relationship. We are looking for a polite, un-emotive response that clearly articulates our rights as landlord to terminate the lease. We are happy to extend the formal notice period in an endeavour to demonstrate reasonableness.

I have also attached a file note from 2012 detailing communication with prior to entering into the current lease, which contemplates the Bank's intent to require vacant possession at the end of the term.

Noting this letter has been sent directly to the Governor of the RBA we are requesting a timely response. If you require any further information please contact me on

Kind regards,

Matt Nolan | Chief Manager | Facilities Management Department
RESERVE BANK OF AUSTRALIA | 65 Martin Place, Sydney NSW 2000
| w: www.rba.gov.au

This e-mail message (along with any attachments) is intended only for the named addressee and could contain information that is confidential or privileged. If you are not the intended recipient you are notified that any dissemination, copying or use of any of the information is prohibited. Please notify us immediately by return e-mail if you are not the intended recipient and delete all copies of the original message and attachments.

This footnote also confirms that this message has been checked for computer viruses.



07 June 2013

Sydney NSW 2000 Australia

Attention:

Dear

Unit 1 / 10 Carabella Street, Kirribilli – ORDER FOR LEGAL SERVICES

Thank you for your correspondence dated 07 June 2013 (the **Engagement Letter**). We wish to proceed with the matter under the terms of this letter (the **Order**).

This Order is made in accordance with the Legal Services Multi-Use List Deed between [redacted] and the Commonwealth of Australia (**LSMUL Deed**). It incorporates the Default Terms and Conditions in the LSMUL Deed and needs to be read in conjunction with those Default Terms and Conditions. To the extent that there is any inconsistency between the Engagement Letter and the Default Terms and Conditions, the Default Terms and Conditions will prevail. Capitalised terms not defined in this letter have the meaning given in the LSMUL Deed.

The legal services to be performed by you are to draft a response to the undated letter received from [redacted] from Unit 1 / 10 Carabella Street, Kirribilli as more fully set out in the Engagement Letter.

The agreed pricing arrangements and agreed timeframe are as set out in the Engagement Letter.

By proceeding with the matter under this Order, [redacted] agrees to report to the Office of Legal Services Coordination (**OLSC**) within 30 days after the end of each financial year using the template approved for that purpose by the OLSC:

- the amount of Pro Bono Work undertaken by [redacted] during that financial year; and
- any other information on performance or relevant to the operation of the Legal Services Multi-Use List as specified by the OLSC.

We look forward to working with you on this matter.

Yours sincerely,

Matthew Nolan
Chief Manager, Facilities Management Department
Reserve Bank of Australia

From: FRITH, Marianne
Sent: Friday, 7 June 2013 12:14 PM
To: NOLAN, Matt; GUTIERREZ, Linh
Subject: RE: Complaints/Issues [SEC=UNCLASSIFIED]

Matt and Linh,

I have started drafting the paper ([D13/217865](#)), however will need some additional information to compete it.

The [redacted] have made the following requests:

1. A meeting with the Bank to discuss the possible lease termination;
2. A statement from the Bank explaining reasons for the termination;
3. If bathroom works are undertaken, to be given an opportunity to move out temporarily at their own expense, and then move back in after works are completed; and
4. If the Bank decides to sell the property, to be given an opportunity to participate in the sale.

So far all I have in terms of a response is that we are seeking the services of [redacted] Australia to draft a response for us. Are we recommending other courses of action in response to their requests, namely items 1, 3 and 4 above?

For your reference the attachments referred to in the paper are below.

Attachment 1 - [D13/152106](#)
Attachment 2 - [D12/215253](#)
Attachment 3 - [D13/217985](#)
Attachment 4 - [D12/235708](#)
Attachment 5 - [D13/216248](#)

Many Thanks,

Marianne Frith | Administrator | H.C. Coombs Centre for Financial Studies
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NOTE

COMPLAINT FROM [REDACTED] REGARDING RESIDENTIAL LEASE AT 10 CARABELLA STREET, KIRRIBILLI – JUNE 2013

Background

On 15 May 2013, the Bank approved the termination of the two residential leases at 10 Carabella Street, Kirribilli by 31 August 2013 to coincide with the bathroom refurbishment works proposed in late 2013, see Attachment 1.

As [REDACTED] is on a monthly holdover of the Ground Floor unit, it is classified as a periodic agreement which requires a notice period of 90 days prior to termination of the Residential Tenancy Agreement. On 31 May 2013, the Bank served a termination notice to [REDACTED] in order to have vacant possession of the Ground Floor unit by 31 August 2013. It is understood that [REDACTED] has informed the [REDACTED] of the termination notice served under his lease.

[REDACTED] are on a fixed term agreement, requiring a notice period of not less than 30 days prior to termination of the Residential Tenancy Agreement, that is, by no later than 1 August 2013 (see Attachment 2).

Letter of Complaint

In June 2013, the [REDACTED] wrote a letter of complaint to the Governor regarding a lack of transparency surrounding the probable lease termination on 31 August 2013; see Attachment 5 – 3?.

In response to the following concerns raised by [REDACTED]

1. *They have not received formal notification of the probable termination of their lease on 31 August 2013* – formal notice has not been issued to the [REDACTED] pending approval of the 2013/14 Capital Budget submission. However [REDACTED] has received verbal advice of the possible termination of lease due to the proposed refurbishment works in August 2012 and May 2013; see Attachments 3 and 4 4 and 5?.
2. *There has been no consultation regarding the termination* – due to the issues encountered during the refurbishment works in 2011, this response from the [REDACTED] was anticipated and as a result, active steps were taken to communicate the proposed bathroom refurbishment works with [REDACTED] in advance.
3. *Reasons given of possible bathroom refurbishment works are unclear and non-transparent* – [REDACTED] was advised that the Bank would seek vacant possession of the premises to complete the bathroom refurbishment works due to the expected noise and disruption, and the lack of bathroom facilities making the tenancies uninhabitable. The Bank also took into consideration the difficulties encountered during the 2011 refurbishment in deciding to terminate both leases prior to refurbishing the bathrooms.

4. *August 2013 is an unsuitable time for them to vacate the premises –*
has not raised this concern previously. However, to meet the refurbishment program for the 2013/14 Capital Budget and complete the bathroom refurbishment works in advance of the Christmas period (when construction firms typically shut down) the lease must be terminated by 31 August 2013. If the lease to the is extended on a monthly basis, the Bank must also give 90 days' notice (currently 30 days).

In response to the requests made by

1. *A meeting with the Bank to discuss the possible lease termination – this can be arranged if required.*
2. *A statement from the Bank explaining reasons for the termination – the Bank has engaged external law firm to draft a proposed response to the see Attachment 6.*
3. *If bathroom works are undertaken, to be given an opportunity to move out temporarily at their own expense, and then move back after works are completed – the Bank may take the opportunity (which it has not had the chance to do in over 12 years while the units were tenanted) to conduct detailed assessments of the roof, structure, electrical wiring, etc. that may identify any defects. In the process, the Bank may also review the future ownership of 10 Carabella Street and whether it continues to support the Bank's core function. Nevertheless, it is important for the Bank to take the opportunity to 'test' the rental market to maintain competitiveness; therefore it is not recommended to commit to a new lease now or post-refurbishment.*
4. *If the Bank decides to sell the property, to be given an opportunity to participate in the sale – if the Bank decides to sell the property, the sale will be conducted through an external agent appointed by the Bank and the may participate if they choose.*

Next Steps

It is recommended that the Bank sends the response drafted by to the . If a meeting is requested by the , this can be arranged with the Head of FY and Senior Manager, Property Services.

Facilities Management
11 June 2013

D13/217865

W Campbell

Richard, for approval please

MEMORANDUM

BATHROOM REFURBISHMENT WORKS 10 CARABELLA STREET, KIRRIBILLI

This paper seeks budgetary approval in advance of the 2013/14 Capital Works Budget to complete the bathroom refurbishment works at the 10 Carabella Street Residence as, if approved, the Bank must serve a termination notice to the Ground Floor tenant by 31 May 2013 in accordance with the provisions of the Residential Tenancy Agreement.

Background

10 Carabella Street, Kirribilli was purchased in April 1986 to provide overflow accommodation for lecturers participating in the 1988 SEANZA conference, as well as providing a land bank for future options relating to the HC Coombs Centre.

Currently, both units are let to external tenants. have occupied
the First Floor unit, with an approximate area of 199m², ; their
current lease will expire on 31 August 2013.

The Ground Floor unit, with an approximate area of 218m², has been occupied by

From January to July 2011 both units were refurbished at a cost of \$180 000 which involved the replacement of carpet, kitchens and external and internal painting. During this period both tenants continued to occupy the premises. Following completion of the works, the Bank granted both tenants a one-month rent free period in October 2011 as compensation for the disruption caused by the refurbishment.

Proposed Bathroom Refurbishment

As part of the 2013/14 Capital Works Budget, it is proposed to refurbish all bathroom facilities within the 10 Carabella Street Residence, comprising a total of four full-sized bathrooms and three smaller-sized bathrooms at an estimated cost of \$140 000.

Apart from one toilet being replaced in the Ground Floor unit in 2012, the bathrooms in both units have not been refurbished since 1988. The bathrooms are showing signs of poor condition and wear, with ongoing plumbing issues, tiling and grout deterioration and corrosion of most fixtures.

It is anticipated that major disruption and inconvenience will be caused to the tenants during the refurbishment of the bathrooms. As a result of the issues encountered during the refurbishment works in 2011, it is recommended that the works be completed while the tenancies are vacant.

To reduce lost rental income and potential disruption to tenants, it is recommended to complete the works to both units concurrently. In order to achieve this, a lease management strategy must be implemented to ensure both leases expire coterminously in 2013; the earliest that this can occur is at expiry of the lease to [redacted] on 31 August 2013.

As [redacted] is on a monthly holdover of the Ground Floor unit, it is classified as a periodic agreement which requires a notice period of 90 days prior to termination of the Residential Tenancy Agreement. Therefore, the Bank must serve a termination notice to [redacted] by no later than 31 May 2013 in order for the Bank to have vacant possession of the Ground Floor unit by 31 August 2013.

[redacted] are on a fixed term agreement, requiring a notice period of not less than 30 days prior to termination of the Residential Tenancy Agreement. Therefore, the Bank must serve a termination notice to [redacted] by no later than 1 August 2013 in order for the Bank to have vacant possession of the First Floor unit by 31 August 2013.

Recommendation

The following is **recommended**:

- For budgetary approval to be granted in advance of the 2013/14 Capital Works Budget to refurbish all bathroom facilities at the 10 Carabella Street Residence at an estimated cost of \$140 000. If the recommendation is approved, a formal tender process will commence to accurately price the project.
- To terminate the leases to [redacted] and [redacted] on 31 August 2013, by serving the termination notices to each tenant as outlined above.

Submitted for approval

Endorsed

Marianne Frith
Administrator, Coombs

Linh Gutierrez
Senior Manager, Property Services

10 May 2013

D13/152106

Submitted for approval

.14.5

*Please proceed, discussed with AG (CS),
& commence bathroom works once budget
approved in late June / early July.*

.15.5

FILE NOTE

LEASE RENEWAL DISCUSSIONS

On Tuesday 31 July the Coombs Administrator spoke with _____ over the phone regarding the approaching expiry of her lease on 31 August 2012. _____ requested the Bank to consider resigning the lease for a further 24 month period, if not longer.

The Administrator informed _____ that the Bank was considering major refurbishment works to the property in late 2013, and due to the disruption caused by refurbishment works in 2011, it is proposed to complete the works while the tenancy is vacant. _____ was advised that for this reason the Bank may only consider offering a 12 month lease, but that her request would be considered.

On 17 August the Administrator called _____ to confirm that the Bank are in a position to offer a further 12 months lease due to the possibility of undertaking the aforementioned works in 2013.

On 22 August 2012 a letter of offer was sent to _____ to sign a 12 month lease from 1 September 2012 to 31 August 2013 [D12/215248](#).

Marianne Frith
Administrator
Coombs Centre

From: FRITH, Marianne
Sent: Thursday, 2 May 2013 4:03 PM
To: GUTIERREZ, Linh
Subject: RE: - 10 Carabella Street [SEC=UNCLASSIFIED]

Thanks Linh,

I will keep this on file.

Marianne Frith | Administrator | H.C. Coombs Centre for Financial Studies
Facilities Management Department | RESERVE BANK OF AUSTRALIA | 122A Kirribilli Avenue, Kirribilli NSW 2061
p: +61 2 9409 1500 | f: +61 2 9409 1599 | w: www.hccoombscentre.gov.au

From: GUTIERREZ, Linh
Sent: Thursday, 2 May 2013 3:54 PM
To: FRITH, Marianne
Subject: - 10 Carabella Street [SEC=UNCLASSIFIED]

Marianne,

Following [redacted] request to speak to me about the lease of Level 1, 10 Carabella Street, I contacted [redacted] at 11am today.

[redacted] indicated that last year, you had flagged the Bank's proposed plan to refurbish all of the bathrooms at 10 Carabella Street (both upstairs and downstairs) and it was the Bank's intention to have vacant possession of the premises to complete the works. [redacted] asked for an update on the matter and whether the Bank was willing to renew her lease.

I advised [redacted] that we have submitted a budget funding request to refurbish all of the bathrooms at 10 Carabella Street and it is our intention to complete the works with both apartments vacant due to the difficulties encountered with the previous refurbishment works. I indicated that while I could simply tell [redacted] that it is subject to approval and we will not find out until the start of the new financial year (July), my gut feeling is that it is likely to be approved and knowing the amount of time involved in securing new accommodation, I recommended that [redacted] contacts local real estate agents as soon as possible since the lease expires on 31 August 2013 and [redacted] has four months to find a new property.

[redacted] asked if it was possible to be placed on monthly holdover while the refurbishment takes place – [redacted] is happy to move out for a few months – and to move back in once the refurbishment is complete. I advised [redacted] that we cannot guarantee how long the refurbishment will take – while both apartments are vacant, the Bank may take the opportunity (which it has not had a chance to do in over ten years) to conduct extensive assessments of the roof, structure, wiring, etc. which may identify other works that need to be completed. In the process, the Bank may also review the future ownership of 10 Carabella Street and whether it continues to support the Bank's core function. As a result, we are not willing to commit to a new lease now or post-refurbishment. I emphasised that if approval is granted to proceed with the refurbishment, we will serve notice to terminate [redacted] lease at expiry on 31 August 2013.

[redacted] stated the view that we are only refurbishing bathrooms and she is happy to put up with it, or move out for a few months while the work is undertaken. I advised [redacted] that given the difficulties encountered with the refurbishment in 2011, we do not believe it is feasible to complete the works while the apartments are tenanted – particularly as the apartments will not be habitable if there are no bathroom facilities. [redacted] acknowledged [redacted] understanding of the Bank's position and asked that I pass on [redacted] request for the Bank to consider renewing [redacted] lease when the works are complete.

I repeated my recommendation that [redacted] should contact local real estate agents as soon as possible to secure new accommodation as the process will take significant time. [redacted] thanked me for calling [redacted] and asked us to let [redacted] know if the refurbishment is approved to proceed.

Regards,

RESERVE BANK OF AUSTRALIA

To Senior Manager, Property Services **Date** 27 August 2012
From Administrator,
H.C. Coombs Centre

RESIDENTIAL TENANCY AGREEMENT

FIRST FLOOR, 10 CARABELLA STREET, KIRRIBILLI

FY.PS 2012/62

Attached (in duplicate) is the Residential Tenancy Agreement for the First Floor, 10 Carabella Street, Kirribilli.

For your records, details of the Agreement are:

Parties: Reserve Bank of Australia and
For: First Floor, 10 Carabella Street, Kirribilli

The Agreement is correct for execution under Power of Attorney.

Marianne Frith
Administrator
H.C. Coombs Centre

*Richard, documentation is in order for execution.
AG(CS) approval saved in TRIM: D12/165395.*

3/9/12

Standard form Residential tenancy agreement



Fair
Trading

Landlord Name (1):

RESERVE BANK OF AUSTRALIA

Landlord Name (2):

Address for services of notices (can be an agent's address):

Telephone number (of landlord or agent):

Tenant's Name (1):

Tenant's Name (2):

Tenant's Name (3):

/

Add all other tenants here:

/

Address for services of notices (if different to address of premises):

Postcode:

Telephone number/s:

Landlord's agent:

Address for services of notices:

Postcode:

Telephone number/s:

Premises:

(a) location

FIRST FLOOR, 10 CARABELLA STREET, KIRRIBILLI NSW 2061

(b) inclusions

LOCK UP GARAGE

Insert inclusions, for example a common parking space or furniture provided. Attach a separate list if necessary.

Term:

The term of this agreement is

12 ~~weeks/months/years~~

For a fixed term agreement insert the term. Otherwise leave blank or write 'periodic'

starting on

01/09/12

and ending on

31/08/13

Rent:

1,125

a week

fortnight

payable in advance starting on

01/09/12

The method by which the rent must be paid:

(a) to _____ at _____

by cash or cheque, or

(b) into the following account, or any other account nominated by the landlord:

BSB number: _____ account number: _____

account name: _____

payment reference: _____, or

(c) as follows: _____

Note: The landlord or landlord's agent must permit the tenant to pay the rent by at least one means for which the tenant does not incur a cost (other than bank or other account fees usually payable for the tenant's transactions) (see clause 4.1) and that is reasonably available to the tenant.

RENTAL BOND [Cross out if there is not going to be a bond]:

A rental bond of \$ 4,500 EXISTING must be paid by the tenant on signing this agreement. The amount of the rental bond must not be more than 4 weeks rent.

IMPORTANT INFORMATION

Maximum number of occupants

No more than 2 persons may ordinarily live in the premises at any one time.

Urgent repairs

Nominated tradespeople for urgent repairs

Electrical repairs: Marianne Frih.

Telephone: } 9109 1500

Plumbing repairs: " "

Telephone: }

Other repairs: " "

Telephone: }

Water usage

Will the tenant be required to pay separately for water usage?

Yes No

If yes, see clauses 11 and 12.

Strata by-laws

Are there any strata or community scheme by-laws applicable to the residential premises?

Yes No

If yes, see clause 35.

Condition report

A condition report relating to the condition of the premises must be completed by or on behalf of the landlord before or when this agreement is signed.

Tenancy laws

The *Residential Tenancies Act 2010* and the *Residential Tenancies Regulation 2010* apply to this agreement. Both the landlord and the tenant must comply with these laws.

The Agreement

Right to occupy the premises

1. The landlord agrees that the tenant has the right to occupy the residential premises during the tenancy. The residential premises include the additional things (if any) noted under 'Premises'.
2. The landlord agrees to give the tenant:
 - 2.1 a copy of this agreement before or when this agreement is signed and given by the tenant to the landlord or a person on the landlord's behalf, and
 - 2.2 a copy of this agreement signed by both the landlord and the tenant as soon as is reasonably practicable.

Rent

3. The tenant agrees:

- 3.1 to pay rent on time, and
- 3.2 to reimburse the landlord for the cost of replacing rent deposit books or rent cards lost by the tenant, and
- 3.3 to reimburse the landlord for the amount of any fees paid by the landlord to a bank or other authorised deposit-taking institution as a result of funds of the tenant not being available for rent payment on the due date.

4. The landlord agrees:

- 4.1 to provide the tenant with at least one means to pay rent for which the tenant does not incur a cost (other than bank fees or other account fees usually payable for the tenant's transactions) and that is reasonably available to the tenant, and
- 4.2 not to require the tenant to pay more than 2 weeks rent in advance or to pay rent for a period of the tenancy before the end of the previous period for which rent has been paid, and
- 4.3 not to require the tenant to pay rent by a cheque or other negotiable instrument that is post-dated, and
- 4.4 to accept payment of unpaid rent after the landlord has given a termination notice on the ground of failure to pay rent if the tenant has not vacated the residential premises, and

- 4.5 not to use rent paid by the tenant for the purpose of any amount payable by the tenant other than rent, and
- 4.6 to give a rent receipt to the tenant if rent is paid in person (other than by cheque) and to make a rent receipt available for collection by the tenant or to post it to the residential premises if rent is paid by cheque, and
- 4.7 to keep a record of rent paid under this agreement and to provide a written statement showing the rent record for a specified period within 7 days of a request by the tenant (unless the landlord has previously provided a statement for the same period).

Note. The landlord and tenant may, by agreement, change the manner in which rent is payable under this agreement.

Rent increases

5. **The landlord and the tenant agree** that the rent cannot be increased after the end of the fixed term (if any) of this agreement or under this agreement unless the landlord gives not less than 60 days written notice of the increase to the tenant. The notice must specify the increased rent and the day from which it is payable.

Note: Section 42 of the Residential Tenancies Act 2010 sets out the circumstances in which rent may be increased during the fixed term of a residential tenancy agreement. An additional term for this purpose may be included in the agreement.

6. The landlord and the tenant agree:

- 6.1 that the increased rent is payable from the day specified in the notice, and
- 6.2 that the landlord may cancel or reduce the rent increase by a later notice that takes effect on the same day as the original notice, and
- 6.3 that increased rent under this agreement is not payable unless the rent is increased in accordance with this agreement and the *Residential Tenancies Act 2010* or by the Consumer, Trader and Tenancy Tribunal.

Rent reductions

7. **The landlord and the tenant agree** that the rent abates if the residential premises:
- 7.1 are destroyed, or become wholly or partly uninhabitable, otherwise than as a result of a breach of this agreement, or
 - 7.2 cease to be lawfully usable as a residence, or
 - 7.3 are compulsorily appropriated or acquired by an authority.
8. The landlord and the tenant may, at any time during this agreement, agree to reduce the rent payable.

Payment of council rates, land tax, water and other charges

9. **The landlord agrees** to pay:
- 9.1 rates, taxes or charges payable under any Act (other than charges payable by the tenant under this agreement), and
 - 9.2 the installation costs and charges for initial connection to the residential premises of an electricity, water, gas, bottled gas or oil supply service, and
 - 9.3 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises that are not separately metered, and
 - 9.4 the costs and charges for the supply or hire of gas bottles for the supply of bottled gas at the commencement of the tenancy, and
 - 9.5 all charges (other than water usage charges) in connection with a water supply service to separately metered residential premises, and
 - 9.6 all charges in connection with a water supply service to residential premises that are not separately metered, and
 - 9.7 all charges for the supply of sewerage services (other than for pump out septic services) or the supply or use of drainage services to the residential premises, and
 - 9.8 all charges for the availability of gas to the residential premises if the premises do not have any appliances, supplied by the landlord, for which gas is required and the tenant does not use gas supplied to the premises for any purpose.

10. The tenant agrees to pay:

- 10.1 all charges for the supply of electricity, gas (except bottled gas) or oil to the tenant at the residential premises if the premises are separately metered, and
- 10.2 all charges for the supply of bottled gas to the tenant at the residential premises, and
- 10.3 all charges for pumping out a septic system used for the residential premises, and
- 10.4 any excess garbage charges relating to the tenant's use of the residential premises, and
- 10.5 water usage charges, if the landlord has installed water efficiency measures referred to in clause 11 and the residential premises:
 - 10.5.1 are separately metered, or
 - 10.5.2 are not connected to a water supply service and water is delivered by vehicle.

11. The landlord agrees that the tenant is not required to pay water usage charges unless:

- 11.1 the landlord gives the tenant a copy of the part of the water supply authority's bill setting out the charges, or other evidence of the cost of water used by the tenant, and
- 11.2 the landlord gives the tenant at least 21 days to pay the charges, and
- 11.3 the landlord requests payment of the charges by the tenant not later than 3 months after the issue of the bill for the charges by the water supply authority, and
- 11.4 the residential premises have the following water efficiency measures:
 - 11.4.1 all internal cold water taps and single mixer taps for kitchen sinks or bathroom hand basins on the premises have a maximum flow rate of 9 litres per minute,
 - 11.4.2 all showerheads have a maximum flow rate of 9 litres per minute,
 - 11.4.3 there are no leaking taps at the commencement of this agreement or when the water efficiency measures are installed, whichever is the later.

12. The landlord agrees to give the tenant the benefit of, or an amount equivalent to, any rebate received by the landlord for water usage charges payable or paid by the tenant.

Possession of the premises

13. The landlord agrees:

- 13.1 to make sure the residential premises are vacant so the tenant can move in on the date agreed, and
- 13.2 to take all reasonable steps to ensure that, at the time of signing this agreement, there is no legal reason why the premises cannot be used as a residence for the term of this agreement.

Tenant's right to quiet enjoyment

14. The landlord agrees:

- 14.1 that the tenant will have quiet enjoyment of the residential premises without interruption by the landlord or any person claiming by, through or under the landlord or having superior title to that of the landlord (such as a head landlord), and
- 14.2 that the landlord or the landlord's agent will not interfere with, or cause or permit any interference with, the reasonable peace, comfort or privacy of the tenant in using the residential premises, and
- 14.3 that the landlord or the landlord's agent will take all reasonable steps to ensure that the landlord's other neighbouring tenants do not interfere with the reasonable peace, comfort or privacy of the tenant in using the residential premises.

Use of the premises by tenant

15. The tenant agrees:

- 15.1 not to use the residential premises, or cause or permit the premises to be used, for any illegal purpose, and
- 15.2 not to cause or permit a nuisance, and
- 15.3 not to interfere, or cause or permit interference, with the reasonable peace, comfort or privacy of neighbours, and
- 15.4 not to intentionally or negligently cause or permit any damage to the residential premises, and
- 15.5 not to cause or permit more people to reside in the residential premises than is permitted by this agreement.

16. The tenant agrees:

- 16.1 to keep the residential premises reasonably clean, and

16.2 to notify the landlord as soon as practicable of any damage to the residential premises, and

16.3 that the tenant is responsible to the landlord for any act or omission by a person who is lawfully on the residential premises if the person is only permitted on the premises with the tenant's consent and the act or omission would be in breach of this agreement if done or omitted by the tenant, and

16.4 that it is the tenant's responsibility to replace light globes and batteries for smoke detectors on the residential premises.

17. The tenant agrees, when this agreement ends and before giving vacant possession of the premises to the landlord:

17.1 to remove all the tenant's goods from the residential premises, and

17.2 to leave the residential premises as nearly as possible in the same condition, fair wear and tear excepted, as at the commencement of the tenancy, and

17.3 to leave the residential premises reasonably clean, having regard to their condition at the commencement of the tenancy, and

17.4 to remove or arrange for the removal of all rubbish from the residential premises, and

17.5 to make sure that all light fittings on the premises have working globes, and

17.6 to return to the landlord all keys, and other opening devices or similar devices, provided by the landlord.

Landlord's general obligations for residential premises

18. The landlord agrees:

18.1 to make sure that the residential premises are reasonably clean and fit to live in, and

18.2 to make sure that all light fittings on the residential premises have working light globes on the commencement of the tenancy, and

18.3 to keep the residential premises in a reasonable state of repair, considering the age of, the rent paid for and the prospective life of the premises, and

18.4 not to interfere with the supply of gas, electricity, water, telecommunications or other services to the residential premises (unless the interference is necessary to avoid danger

to any person or enable maintenance or repairs to be carried out), and

- 18.5 to comply with all statutory obligations relating to the health or safety of the residential premises.

Urgent repairs

19. **The landlord agrees** to pay the tenant, within 14 days after receiving written notice from the tenant, any reasonable costs (not exceeding \$1,000) that the tenant has incurred for making urgent repairs to the residential premises (of the type set out below) so long as:

- 19.1 the damage was not caused as a result of a breach of this agreement by the tenant, and
- 19.2 the tenant gives or makes a reasonable attempt to give the landlord notice of the damage, and
- 19.3 the tenant gives the landlord a reasonable opportunity to make the repairs, and
- 19.4 the tenant makes a reasonable attempt to have any appropriate tradesperson named in this agreement make the repairs, and
- 19.5 the repairs are carried out, where appropriate, by licensed or properly qualified persons, and
- 19.6 the tenant, as soon as possible, gives or tries to give the landlord written details of the repairs, including the cost and the receipts for anything the tenant pays for.

Note: The type of repairs that are urgent repairs are defined as follows:

- (a) a burst water service,
- (b) an appliance, fitting or fixture that uses water or is used to supply water that is broken or not functioning properly, so that a substantial amount of water is wasted,
- (c) a blocked or broken lavatory system,
- (d) a serious roof leak,
- (e) a gas leak,
- (f) a dangerous electrical fault,
- (g) flooding or serious flood damage,
- (h) serious storm or fire damage,
- (i) a failure or breakdown of the gas, electricity or water supply to the premises,
- (j) a failure or breakdown of any essential service on the residential premises for hot water, cooking, heating, cooling or laundering,

(k) any fault or damage that causes the premises to be unsafe or insecure.

Sale of the premises

20. **The landlord agrees:**

- 20.1 to give the tenant written notice that the landlord intends to sell the residential premises, at least 14 days before the premises are made available for inspection by potential purchasers, and
- 20.2 to make all reasonable efforts to agree with the tenant as to the days and times when the residential premises are to be available for inspection by potential purchasers.

21. The tenant agrees not to unreasonably refuse to agree to days and times when the residential premises are to be available for inspection by potential purchasers.

22. **The landlord and tenant agree:**

- 22.1 that the tenant is not required to agree to the residential premises being available for inspection more than twice in a period of a week, and
- 22.2 that, if they fail to agree, the landlord may show the residential premises to potential purchasers not more than twice in any period of a week and must give the tenant at least 48 hours notice each time.

Landlord's access to the premises

23. **The landlord agrees** that the landlord, the landlord's agent or any person authorised in writing by the landlord, during the currency of this agreement, may only enter the residential premises in the following circumstances:

- 23.1 in an emergency (including entry for the purpose of carrying out urgent repairs),
- 23.2 if the Consumer, Trader and Tenancy Tribunal so orders,
- 23.3 if there is good reason for the landlord to believe the premises are abandoned,
- 23.4 if there is good reason for serious concern about the health of the tenant or any other person on the residential premises and a reasonable attempt has been made to obtain consent to the entry,
- 23.5 to inspect the premises, if the tenant is given at least 7 days written notice (no more than 4 inspections are allowed in any period of 12 months),

- 23.6 to carry out, or assess the need for, necessary repairs, if the tenant is given at least 2 days notice each time,
 - 23.7 to carry out, or assess the need for, work relating to statutory health and safety obligations relating to the residential premises, if the tenant is given at least 2 days notice each time,
 - 23.8 to show the premises to prospective tenants on a reasonable number of occasions if the tenant is given reasonable notice on each occasion (this is only allowed during the last 14 days of the agreement),
 - 23.9 to value the property, if the tenant is given 7 days notice (not more than one valuation is allowed in any period of 12 months),
 - 23.10 if the tenant agrees.
24. **The landlord agrees** that a person who enters the residential premises under clause 23.5, 23.6, 23.7, 23.8 or 23.9 of this agreement:
- 24.1 must not enter the premises on a Sunday or a public holiday, unless the tenant agrees, and
 - 24.2 may enter the premises only between the hours of 8.00 a.m. and 8.00 p.m., unless the tenant agrees to another time, and
 - 24.3 must, if practicable, notify the tenant of the proposed day and time of entry.
25. **The landlord agrees** that, except in an emergency (including to carry out urgent repairs), a person other than the landlord or the landlord's agent must produce to the tenant the landlord's or the landlord's agent's written permission to enter the residential premises.
26. **The tenant agrees** to give access to the residential premises to the landlord, the landlord's agent or any person, if they are exercising a right to enter the residential premises in accordance with this agreement.

Alterations and additions to the premises

27. The tenant agrees:

- 27.1 not to install any fixture or renovate, alter or add to the residential premises without the landlord's written permission, and
- 27.2 not to remove, without the landlord's permission, any fixture attached by the tenant that was paid for by the landlord or for which the landlord gave the tenant a benefit equivalent to the cost of the fixture, and

- 27.3 to notify the landlord of any damage caused by removing any fixture attached by the tenant, and
 - 27.4 to repair any damage caused by removing the fixture or compensate the landlord for the reasonable cost of repair.
28. **The landlord agrees** not to unreasonably refuse permission for the installation of a fixture by the tenant or to a minor alteration, addition or renovation by the tenant.

Locks and security devices

29. The landlord agrees:

- 29.1 to provide and maintain locks or other security devices necessary to keep the residential premises reasonably secure, and
- 29.2 to give each tenant under this agreement a copy of the key or opening device or information to open any lock or security device for the residential premises or common property to which the tenant is entitled to have access, and
- 29.3 not to charge the tenant for the cost of providing the copies except to recover the cost of replacement or additional copies, and
- 29.4 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Consumer, Trader and Tenancy Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the tenant agrees, and
- 29.5 to give each tenant under this agreement a copy of any key or other opening device or information to open any lock or security device that the landlord changes as soon as practicable (and no later than 7 days) after the change.

30. The tenant agrees:

- 30.1 not to alter, remove or add any lock or other security device without reasonable excuse (which includes an emergency, an order of the Consumer, Trader and Tenancy Tribunal, termination of a co-tenancy or an apprehended violence order prohibiting a tenant or occupant from having access) or unless the landlord agrees, and
- 30.2 to give the landlord a copy of the key or opening device or information to open

any lock or security device that the tenant changes within 7 days of the change.

31. A copy of a changed key or other opening device need not be given to the other party if the other party agrees not to be given a copy or the Consumer, Trader and Tenancy Tribunal authorises a copy not to be given or the other party is prohibited from access to the residential premises by an apprehended violence order.

Transfer of tenancy or sub-letting by tenant

32. The landlord and tenant agree that:

- 32.1 the tenant may, with the landlord's written permission, transfer the tenant's tenancy under this agreement or sub-let the residential premises, and
- 32.2 the landlord may refuse permission (whether or not it is reasonable to do so) to the transfer of the whole of the tenancy or sub-letting the whole of the residential premises, and
- 32.3 the landlord must not unreasonably refuse permission to a transfer of part of a tenancy or a sub-letting of part of the residential premises, and
- 32.4 without limiting clause 32.3, the landlord may refuse permission to a transfer of part of the tenancy or to sub-letting part of the residential premises if the number of occupants would be more than is permitted under this agreement or any proposed tenant or sub-tenant is listed on a residential tenancy database or it would result in overcrowding of the residential premises.

Note: Clauses 32.3 and 32.4 do not apply to social tenancy housing agreements.

33. **The landlord agrees** not to charge for giving permission other than for the landlord's reasonable expenses in giving permission.

Change in details of landlord or landlord's agent

34. The landlord agrees:

- 34.1 if the name and telephone number or contact details of the landlord change, to give the tenant notice in writing of the change within 14 days, and
- 34.2 if the address of the landlord changes (and the landlord does not have an agent), to give

the tenant notice in writing of the change within 14 days, and

- 34.3 if the name, telephone number or business address of the landlord's agent changes or the landlord appoints an agent, to give the tenant notice in writing of the change or the agent's name, telephone number and business address, as appropriate, within 14 days, and
- 34.4 if the landlord or landlord's agent is a corporation and the name or business address of the corporation changes, to give the tenant notice in writing of the change within 14 days.

Copy of certain by-laws to be provided

[Cross out if not applicable]

35. **The landlord agrees** to give to the tenant within 7 days of entering into this agreement a copy of the by-laws applying to the residential premises if they are premises under the *Strata Schemes Management Act 1996*, the *Strata Schemes (Leasehold Development) Act 1986*, the *Community Land Development Act 1989* or the *Community Land Management Act 1989*.

Mitigation of loss

36. The rules of law relating to mitigation of loss or damage on breach of a contract apply to a breach of this agreement. (For example, if the tenant breaches this agreement the landlord will not be able to claim damages for loss which could have been avoided by reasonable effort by the landlord.)

Rental bond

[Cross out this clause if no rental bond is payable]

37. **The landlord agrees** that where the landlord or the landlord's agent applies to the Rental Bond Board or the Consumer, Trader and Tenancy Tribunal for payment of the whole or part of the rental bond to the landlord, then the landlord or the landlord's agent will provide the tenant with details of the amount claimed and with copies of any quotations, accounts and receipts that are relevant to the claim and a copy of a completed condition report about the residential premises at the end of the residential tenancy agreement.

Smoke alarms

38. **The landlord agrees** to ensure that smoke alarms are installed and maintained in the residential premises in accordance with section 146A of the *Environmental Planning and Assessment Act 1979* if that section requires them to be installed in the premises.
39. **The landlord and tenant each agree** not to remove or interfere with the operation of a smoke alarm installed on the residential premises unless they have a reasonable excuse to do so.

Swimming pools

[Cross out this clause if there is no swimming pool]

40. **The landlord agrees** to ensure that the requirements of the *Swimming Pools Act 1992* have been complied with in respect of the swimming pool on the residential premises.

Additional terms

[Additional terms may be included in this agreement if:

- (a) both the landlord and tenant agree to the terms, and
- (b) they do not conflict with the *Residential Tenancies Act 2010*, the Residential Tenancies Regulation 2010 or any other Act, and
- (c) they do not conflict with the standard terms of this agreement.

ANY ADDITIONAL TERMS ARE NOT REQUIRED BY LAW AND ARE NEGOTIABLE.]

Additional term—break fee

[Cross out this clause if not applicable]

41. The tenant agrees that, if the tenant ends the residential tenancy agreement before the end of the fixed term of the agreement, the tenant must pay a break fee of the following amount:
- 41.1 if the fixed term is for 3 years or less, 6 weeks rent if less than half of the term has expired or 4 weeks rent in any other case, or
 - 41.2 if the fixed term is for more than 3 years, [specify amount]: _____

This clause does not apply if the tenant terminates the residential tenancy agreement early for a reason that is permitted under the *Residential Tenancies Act 2010*.

Note: Permitted reasons for early termination include destruction of residential premises, breach of the agreement by the landlord and an offer of social housing or a place in an aged care facility. Section 107 of the Residential Tenancies Act 2010 regulates the rights of the landlord and tenant under this clause.

42. The landlord agrees that the compensation payable by the tenant for ending the residential tenancy agreement before the end of the fixed term is limited to the amount specified in clause 41 and any occupation fee payable under the *Residential Tenancies Act 2010* for goods left on the residential premises.

Additional term—pets

[Cross out this clause if not applicable]

43. The tenant agrees not to keep animals on the residential premises without obtaining the landlord's consent.
44. The landlord agrees that the tenant may keep the following animals on the residential premises:
45. The tenant agrees to have the carpet professionally cleaned or to have the residential premises fumigated if the cleaning or fumigation is required because animals have been kept on the residential premises during the tenancy.

Insert any other agreed additional terms here. Attach a separate page if necessary.

Notes

1. Definitions

In this agreement:

landlord means the person who grants the right to occupy residential premises under this agreement, and includes a successor in title to the residential premises whose interest is subject to that of the tenant.

landlord's agent means a person who acts as the agent of the landlord and who (whether or not the person carries on any other business) carries on business as an agent for:

- (a) the letting of residential premises, or
- (b) the collection of rents payable for any tenancy of residential premises.

rental bond means money paid by the tenant as security to carry out this agreement.

residential premises means any premises or part of premises (including any land occupied with the premises) used or intended to be used as a place of residence.

tenancy means the right to occupy residential premises under this agreement.

tenant means the person who has the right to occupy residential premises under this agreement, and includes the person to whom such a right passes by transfer or operation of the law and a sub-tenant of the tenant.

2. Continuation of tenancy (if fixed term agreement)

Once any fixed term of this agreement ends, the agreement continues in force on the same terms as a periodic agreement unless the agreement is terminated by the landlord or the tenant in accordance with the *Residential Tenancies Act 2010* (see notes 3 and 4).

Clause 5 of this agreement provides for rent to be able to be increased if the agreement continues in force.

3. Ending a fixed term agreement

If this agreement is a fixed term agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time up until the end of the fixed term but cannot take effect until the term ends. The landlord must give at least 30 days notice and the tenant must give at least 14 days notice.

4. Ending a periodic agreement

If this agreement is a periodic agreement it may be ended by the landlord or the tenant by giving written notice of termination. The notice may be given at any time. The landlord must give at least 90 days notice and the tenant must give at least 21 days notice.

5. Other grounds for ending agreement

The *Residential Tenancies Act 2010* also authorises the landlord and tenant to end this agreement on other grounds. The grounds for the landlord include sale of the residential premises, breach of this agreement by the tenant and hardship. The grounds for the tenant include sale of the residential premises (not revealed when this agreement was entered into), breach of this agreement by the landlord and hardship. For more information refer to that Act or contact NSW Fair Trading on 13 32 20.

6. Warning

It is an offence for any person to obtain possession of the residential premises without an order of the Consumer, Trader and Tenancy Tribunal if the tenant does not willingly move out. A court can order fines and compensation to be paid for such an offence.

Signed by the landlord/agent

Name of landlord/agent

RICHARD MATEJ

Signature of landlord/agent

[Signature area]

on the 3rd day of September 2012

in the presence of (witness)

Name of witness

MELINDA FRANCIS

Signature of witness

[Signature area]

Signed by the tenant (1)

Name of tenant

[Name area]

Signature of tenant

[Signature area]

on the 24 day of August 2012

in the presence of (witness)

Name of witness

Marianne Fritze

Signature of witness

[Signature area]

Signed by the tenant (2)

Name of tenant

[Name area]

Signature of tenant

[Signature area]

on the 24 day of August 2012

in the presence of (witness)

Name of witness

Marianne Fritze

Signature of witness

[Signature area]

Signed by the tenant (3) and any other tenants

Name of tenant/s

[Name area]

Signature of tenant/s

[Signature area]

on the ___ day of 20__

in the presence of (witness)

Name of witness

[Name area]

Signature of witness

[Signature area]

The tenant acknowledges that, at or before the time of signing this residential tenancy agreement, the tenant was given a copy of the *New tenant checklist* published by NSW Fair Trading.

Signature of tenant/s

[Signature area]

For information about your rights and obligations as a landlord or tenant, contact:

- (a) NSW Fair Trading on 13 32 20 or www.fairtrading.nsw.gov.au, or
- (b) Law Access NSW on 1300 888 529 or www.lawaccess.nsw.gov.au, or
- (c) your local Tenants Advice and Advocacy Service at www.tenants.org.au

From: FRITH, Marianne
Sent: Tuesday, 11 June 2013 12:20 PM
To: GUTIERREZ, Linh
Subject: RE: Complaints/Issues [SEC=UNCLASSIFIED]

Linh,

I have looked into the comment re accommodation at coombs. In our paper recommending the rent-free period in 2011 following disturbances during the refurb we stated

"To minimise the discomfort to tenants during the internal painting works, the Bank provided accommodation to both tenants at the Coombs Centre for ten days, free of charge.... The [redacted] occupied one room, totalling \$1,850 in accommodation charges over the ten days" (Page 3 [D11/147665](#))

I found a couple of emails from [redacted] during this period stating that the accommodation may be useful for them. However, honestly I cannot remember if they used the room or not. For consistency it may be better not to mention that they turned down the accommodation.

Everything else looks good. I highlighted a few references to attachments suggesting we keep the references in numerical order. I am happy to reconfigure the references to attachments/scan attachments in sequence when required.

Many Thanks,

Marianne Frith | Administrator | H.C. Coombs Centre for Financial Studies
Facilities Management Department | RESERVE BANK OF AUSTRALIA | 122A Kirribilli Avenue, Kirribilli NSW 2061
p: +61 2 9409 1500 | f: +61 2 9409 1599 | w: www.hccoombscentre.gov.au

From: GUTIERREZ, Linh
Sent: Tuesday, 11 June 2013 11:40 AM
To: FRITH, Marianne; NOLAN, Matt
Subject: RE: Complaints/Issues [SEC=UNCLASSIFIED]

Matt and Marianne,

I have re-drafted the note – appreciate your comments: [D13/217865](#)

Regards,

Linh Gutierrez | Senior Manager | Property Services
RESERVE BANK OF AUSTRALIA | 65 Martin Place, Sydney NSW 2000
| w: www.rba.gov.au

From: FRITH, Marianne
Sent: Friday, 7 June 2013 12:14 PM
To: NOLAN, Matt; GUTIERREZ, Linh
Subject: RE: Complaints/Issues [SEC=UNCLASSIFIED]

Matt and Linh,

I have started drafting the paper ([D13/217865](#)), however will need some additional information to complete it.

The have made the following requests:

1. A meeting with the Bank to discuss the possible lease termination;
2. A statement from the Bank explaining reasons for the termination;
3. If bathroom works are undertaken, to be given an opportunity to move out temporarily at their own expense, and then move back in after works are completed; and
4. If the Bank decides to sell the property, to be given an opportunity to participate in the sale.

So far all I have in terms of a response is that we are seeking the services of Australia to draft a response for us. Are we recommending other courses of action in response to their requests, namely items 1, 3 and 4 above?

For your reference the attachments referred to in the paper are below.

Attachment 1 - [D13/152106](#)

Attachment 2 – [D12/215253](#)

Attachment 3 - [D13/217985](#)

Attachment 4 - [D12/235708](#)

Attachment 5 - [D13/216248](#)

Many Thanks,

Marianne Frith | Administrator | H.C. Coombs Centre for Financial Studies
Facilities Management Department | RESERVE BANK OF AUSTRALIA | 122A Kirribilli Avenue, Kirribilli NSW 2061
p: +61 2 9409 1500 | f: +61 2 9409 1599 | w: www.hccoombscentre.gov.au

From: FRITH, Marianne
Sent: Friday, 7 June 2013 10:47 AM
To: NOLAN, Matt; GUTIERREZ, Linh
Cc: CHUNG, Phoenix; NOLAN, Matt
Subject: Complaints/Issues [SEC=UNCLASSIFIED]

Matt and Linh,

I have asked Phoenix to compile the spread sheet of complaints from over the 12 months. However after review, I can only find two few issues, which I would not really call complaints.

They are in relation to:

1. Neighbours removing tree on other side of fence (nothing to do with us) - March 2013 – see attached email
2. Neighbours not allowing access for fence repairs from their side – May 2013 – see attached email

All other emails from over the past year have been for maintenance requests – not complaints.

Please let me know if you still require a spread sheet with these two items. I will start writing the paper today and will note the lack of complaints in the past 12 months.

Many Thanks,

Marianne Frith | Administrator | H.C. Coombs Centre for Financial Studies
Facilities Management Department | RESERVE BANK OF AUSTRALIA | 122A Kirribilli Avenue, Kirribilli NSW 2061
p: +61 2 9409 1500 | f: +61 2 9409 1599 | w: www.hccoombscentre.gov.au

From:
Sent: Tuesday, 11 June 2013 7:08 PM
To: NOLAN, Matt; GUTIERREZ, Linh
Cc:
Subject: RE: Unit 1 / 10 Carabella Street, Kirribilli [SEC=UNCLASSIFIED]
Attachments: 1203556864_1_AUMatters(On RBA Letterhead).DOC

Hi Matt

Further to our discussion, please see attached first draft of the letter. As discussed, I have tried to keep it short and to the point, and illustrate the Bank's legal position under the Residential Tenancies Act.

Please let me know if you have any questions or comments -

Kind regards

From: NOLAN, Matt
Sent: Friday, 7 June 2013 5:46 PM
To: ; GUTIERREZ, Linh
Cc:
Subject: RE: Unit 1 / 10 Carabella Street, Kirribilli [SEC=UNCLASSIFIED]

Hi

Thanks very much for your time on the phone.

Please find attached Order to proceed with the works as requested.

If you need any further detail please contact me on or Linh Gutierrez on

Kind regards,

Matt Nolan | Chief Manager | Facilities Management Department
RESERVE BANK OF AUSTRALIA | 65 Martin Place, Sydney NSW 2000
| w: www.rba.gov.au

From:
Sent: Friday, 7 June 2013 3:14 PM
To: NOLAN, Matt; GUTIERREZ, Linh

Cc:
Subject: RE: Unit 1 / 10 Carabella Street, Kirribilli [SEC=UNCLASSIFIED]

Dear Matt and Linh

I work with . Thank you for these instructions, and for providing the relevant background information. We estimate that our fees will be approximately (excluding GST) for the following scope of work:

1. review background documentation (lease, correspondence and file notes provided); and
2. prepare and settle a response to the tenant on the basis which you have outlined.

This estimate has regard to the discounted hourly rates agreed between and RBA, on the basis that I will mainly do the legal work, under supervision from as follows (figures exclude GST):

Partner & Consultant	
Senior Associate	

Should work in addition to the scope set out above be required, then we will seek your approval to prior to proceeding.

Please confirm that you are happy for us to proceed with the initial scope above, and we will open a file and issue you with a formal engagement letter.

If we have your approval today, then we will be in a position to provide you with a draft response to the tenant by close of business on Tuesday.

Kind regards

From: NOLAN, Matt
Sent: Thursday, 6 June 2013 10:59
To:
Cc: GUTIERREZ, Linh; FRITH, Marianne
Subject: Unit 1 / 10 Carabella Street, Kirribilli [SEC=UNCLASSIFIED]

Hi ,

Thanks very much for your time on the phone earlier.

As per discussion, could you please provide reverse brief with quotation in accordance with the Legal Services Multi-Use List Deed between and the Commonwealth of Australia (LSMUL Deed). The RBA request your assistance in drafting an appropriate response to the letter received from the lessee's of the above referenced property.

The RBA intent to determine the lease at the end of the term. The letter from the is somewhat emotive and contemplates actions beyond the nature of the contractual relationship. We are looking for a polite, un-emotive

response that clearly articulates our rights as landlord to terminate the lease. We are happy to extend the formal notice period in an endeavour to demonstrate reasonableness.

I have also attached a file note from 2012 detailing communication with _____ prior to entering into the current lease, which contemplates the Bank's intent to require vacant possession at the end of the term.

Noting this letter has been sent directly to the Governor of the RBA we are requesting a timely response. If you require any further information please contact me on _____

Kind regards,

Matt Nolan | Chief Manager | Facilities Management Department
RESERVE BANK OF AUSTRALIA | 65 Martin Place, Sydney NSW 2000
| w: www.rba.gov.au

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