

12 August 2024
Updated 1/11/2024

Gordon Craven
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LETTER OF DEMAND

Saurav Kataria & Ashleigh Kataria
8 Musa Place
AROONA QLD 4551

Unit 3/12 Grace Street
NUNDAH QLD 4012

Dear Mr. & Mrs. Kataria,

RE: LETTER OF DEMAND FOR COMPENSATION - Updated 1/11/2024

1. By email dated 21 April 2023 (copy attached at page 3), you instructed your Property Manager by the name of (name withheld because the matter has settled out of court) to issue a Form 12 Notice to Leave the property at 8 Musa Place Arona 4551, being the property that my family and I were renting from you pursuant to a Rental Agreement with yourselves.
2. The grounds given for issuing the Form 12 were "*End of Fixed Term Tenancy Agreement*", because we the tenants had refused to sign your lease renewal offer, by reason of you introducing an unconscionable and onerous term into that offer, with threat of eviction if it was not signed.
3. You were not legally entitled to authorise the issue of that Form 12 in the circumstances, which you would be fully aware of by way of previous QCAT Q1363-23 proceedings filed, listing you as the First Respondents.
4. By reason of the Form 12 being issued, I have suffered unnecessary expenses, and the purpose of this letter is to claim compensation from you, for those expenses.

The compensation claimed is as follows :

- | | |
|--|-----------|
| • 2 weeks overlapping rent at the new premises | \$1200.00 |
| • Bunnings utility vehicle hire - 3 Days | \$201.00 |
| • Utility fuel | \$31.60 |
| • Removalist | \$1120.00 |
| • Carpet cleaning & dog fumigation | \$280.00 |

TOTAL \$2832.60

5. Should you decline to pay that amount in full by close of business on 30 August 2024, to my bank details set out below, various things will happen, which will include the following :
- (i) Fresh proceedings against you both will be filed with QCAT to address your non entitlement to issue the Form 12;
 - (ii) Because the evidence clearly shows that your Property Manager provided fabricated evidence to the Q1363-23 hearing on 29 August 2023 on your behalf, of a so called “*Administrative Error*”, the proceeding will ALSO allege that you both are complicit in intentionally fabricating evidence to the QCAT Tribunal which was intended to influence and did influence the Tribunal in its findings;
 - (iii) As a result of the alleged complicity and other matters, aggravated and/or exemplary damages will also be claimed to the maximum amount available under QCAT jurisdiction, being \$25,000;
 - (iv) Declarations against you both will also be requested;
 - (v) Further compensation for injuries sustained in moving our home, searches, postage, filing fees and other miscellaneous matters, will also be claimed.
6. It is well settled law, that when an Agent (such as your Property Manager) acting within the authority given by the Principal (yourselves), the Principal is liable for the Agent's actions. Whether that extends to dishonesty on your behalf or indeed criminality by fabricating evidence, is a matter to be decided by a Tribunal or Court of competent jurisdiction. However, subsequent to you learning of the Property Manager’s fabrication to the Tribunal by way of the Appeal proceeding APL305-23 being served upon yourselves, you quite extraordinarily, by your letter dated 21 November 2023 to the QCAT Registry, describe how you were fully aware of ongoing matters and satisfied with the Property Managers’s behaviour, which cannot be anything other than dishonest.
- LYING TO THE TRIBUNAL IS AN OFFENCE > QCAT ACT Chapter 5 Part 1
FABRICATING EVIDENCE IS A CRIME > CRIMINAL CODE 1899 - s.126

Yours sincerely,



Gordon Craven

Bank details:

- Suncorp Bank
- Account holder G J Craven
- BSB 484799
- Account No. 481630504