
JURISDICTION : DISTRICT COURT OF WESTERN AUSTRALIA
IN CHAMBERS

LOCATION : PERTH

CITATION : THE OWNERS OF MOUNT BAKEWELL RESORT,
STRATA PLAN 18228 -v- YORK-MT BAKEWELL
CARAVAN PARK PTY LTD [No 2] [2021] WADC 3

CORAM : HERRON DCJ

HEARD : 30 OCTOBER & 22 DECEMBER 2020

DELIVERED : 20 JANUARY 2021

FILE NO/S : CIV 408 of 2020

BETWEEN : THE OWNERS OF MOUNT BAKEWELL RESORT,
STRATA PLAN 18228
Plaintiff

AND

YORK-MT BAKEWELL CARAVAN PARK PTY
LTD
Defendant

Catchwords:

Appeal from registrar - *Strata Titles Act 1985* (WA) s 36 - Recovery by strata company of contributions levied on proprietors - recovery of compromise of a debt - *Strata Titles Act* s 36(4)(c) - Meaning of 'agree' - Summary judgment - No arguable defence - Exclusive jurisdiction of State Administrative Tribunal to determine disputes regarding strata levies - *Strata Titles Act 1985* (WA) s 99 - *Strata Titles Act 1985* (WA) s 99A

Legislation:

Strata Titles Act 1985 (WA), s 36, s 36(1), s 36(2), s 36(3), s 36(4), s 36(4)(c), s 36(6), s 99, s 99A, sch 1 bylaw 4(1), sch 1 cl 12(3)

Result:

Appeal dismissed and summary judgment granted to the plaintiff

Representation:

Counsel:

Plaintiff : Mr L A Warnick
Defendant : Mr J F Park

Solicitors:

Plaintiff : GV Lawyers
Defendant : Kott Gunning

Case(s) referred to in decision(s):

Australian Securities and Investments Commission v Hellicar (2012) 247 CLR 345

Hazart Pty Ltd v Rademaker (1993) 11 WAR 26

The Owners of Mount Bakewell Resort, Strata Plan 18228 v York-Mt Bakewell Caravan Park Pty Ltd [2020] WADC 92

HERRON DCJ:

Introduction

1 On 22 December 2020 I made orders dismissing the appeal and upheld the orders made by the learned registrar granting the plaintiff's summary judgment application and the consequential orders sought by the plaintiff. I also ordered that the defendant pay the plaintiff's costs of the appeal, including costs of the adjournment on 30 October 2020, the preparation of further written submissions and the affidavit of Mr Kneebone sworn on 18 November 2020 and the costs of the hearing on 22 December 2020. I informed the parties that I would in due course publish written reasons for decision explaining why I made those orders. I now publish my reasons for decision.

2 By notice of appeal dated 2 July 2020 the defendant appeals against the decision of Registrar Kubacz of 24 June 2020¹ in which the learned registrar granted the plaintiff's application for summary judgment ordering that:

Order 1. That the Plaintiff have leave to bring its application for summary judgment;

Order 2. Judgment be entered for the Plaintiff in the sum of \$87,637.50;

Order 3. The Defendant do pay interest on unpaid levies of \$79,340.52 at the rate of 15% per annum pursuant to Section 36(4) of the Strata titles Act 1985 (WA) from 30.09.2018 until payment or judgment at the daily rate of \$32.61;

Order 4. The Defendant do pay interest on unpaid levies of \$2,212.50 at the rate of 15% per annum pursuant to Section 36(4) of the Strata titles Act 1985 (WA) from 01.09.2019 until payment or judgment at the daily rate of \$0.90;

Order 5. The Defendant do pay interest on unpaid levies of \$2,212.50 at the rate of 15% per annum pursuant to Section 36(4) of the Strata titles Act 1985 (WA) from 01.12.2019 until payment or judgment at the daily rate of \$0.90;

¹ *The Owners of Mount Bakewell Resort, Strata Plan 18228 v York-Mt Bakewell Caravan Park Pty Ltd* [2020] WADC 92.

Order 6. The Defendant do pay the Plaintiff's costs of these proceedings including any reserved costs and the costs of the summary judgment application to be taxed if not agreed.

3 By its notice of appeal the defendant seeks orders that the application for summary judgment be dismissed and the defendant be granted leave to defend the action.

4 The appeal is by way of a new hearing of the application which was heard before the registrar. I treat the plaintiff's application for summary judgment as if it was before the court for the first time, save that the defendant, as the party appealing, has the right, as well as the obligation, to open the appeal.²

5 In support of its appeal, and in opposition to the plaintiff's application for summary judgment, the defendant filed written submissions dated 6 October 2020,³ 29 October 2020,⁴ and 16 November 2020.⁵ The plaintiff filed written submissions dated 15 October 2020 and further written submissions on 20 November 2020.⁶

6 Although in its written outlines of submissions filed on 6 October and 29 October 2020 the defendant alleges the registrar erred in law and in fact in the findings that she made, there is no requirement to show that the registrar made any error. However, the identified purported errors made by the registrar are helpful in identifying what are the issues, on the defendant's submission, in relation to the plaintiff's application for summary judgment.

7 The further written submissions filed by the defendant's new solicitors, Kott Gunning, on 29 October 2020 were not filed in accordance with the orders made by consent by the registrar on 18 August 2020 which required the defendant to file and serve its submissions by 1 October 2020. Leave was therefore required to rely on the submissions, which was sought and which was granted by me at the hearing on 30 October 2020.

² *Hazart Pty Ltd v Rademaker* (1993) 11 WAR 26, 28.

³ Filed by the defendant's previous solicitors Hammond Legal.

⁴ Filed by the defendant's current solicitors Kott Gunning.

⁵ Pursuant to leave granted by me on 30 October 2020.

⁶ Pursuant to leave granted by me on 30 October 2020.

8 When the appeal came on for hearing on 30 October counsel raised for the first time, and which was not the subject of written submissions, that the plaintiff had not adduced evidence that proved the plaintiff had acted in accordance with s 36 of the *Strata Titles Act 1985* (WA) (STA),⁷ specifically s 36(3), by acting in accordance with its bylaws and passing resolutions at a general meeting of the strata company when issuing the strata levies. During the course of his submissions the defendant's counsel raised issues regarding the validity of the contributions levied by the plaintiff on the basis the plaintiff had not complied with the provisions of the STA by not resolving at a general meeting to raise levies, relying upon s 36(3) STA. That submission was not the subject of written submissions. Counsel also submitted that the plaintiff could not, pursuant to s 36(4)(c) agree to compromise a debt until it has established there was a debt. Again, that was not the subject of written submissions. It was further submitted the plaintiff was unable to prove it had a statutory cause of action based upon a compromise of a debt pursuant to s 36(4)(c) STA, unless it first proved the strata levies had been validly determined and issued by the plaintiff complying with s 36 STA and its bylaws and proving that the levies were due and payable to the plaintiff strata company and able to be recovered pursuant to s 36(4) STA.

9 In circumstances where I viewed such a submission as a very technical submission of which the plaintiff had not previously had notice, I granted the plaintiff leave to file further evidence in support of its application for summary judgment and ordered the parties to file supplementary written submissions. I further ordered that the matter be determined on the papers, but gave the parties leave to apply for a further hearing.⁸ The plaintiff availed itself of that opportunity and a further hearing was held on 22 December 2020.

10 In response to the leave granted to the plaintiff, an affidavit of Derrick Bruce Kneebone purported to be sworn on 10 November 2020 was filed by the plaintiff on 10 November. Mr Kneebone is executive chairman of ESM Strata Pty Ltd, the strata managers of the plaintiff. Objection was taken by the defendant to the affidavit on the basis it was not properly witnessed. Accordingly, Mr Kneebone swore a further affidavit in identical terms which was properly sworn, witnessed, and filed and served on 18 November (the Kneebone affidavit).

⁷ The reference to the *Strata Titles Act 1985* (WA) in these reasons is a reference to that Act before it was amended by the *Strata Titles Amendment Act 2018* Pt 2, No. 30 of 2018 which commenced operation on 1 May 2020.

⁸ ts 53.

11 The Kneebone affidavit attaches minutes of a series of general meetings of the plaintiff at which resolutions were passed levying contributions. In its further written submissions filed on 20 November the plaintiff has helpfully annexed a table summarising the levies imposed by the plaintiff and the resolutions passed at the general meetings which I annex to these reasons. The levies imposed in respect of Lot 1 are shown in the right hand column of the table. To 13 November 2017 they total \$461,506.25.

12 By resolution passed at the annual general meeting on 9 July 2013, the plaintiff resolved to levy contributions on proprietors for the period 1 August 2013 to 30 September 2014.⁹

13 Thereafter there were annual general meetings, or extraordinary general meetings, of the plaintiff held on various dates at which resolutions were passed to levy contributions on proprietors.¹⁰

Summary judgment principles

14 There is no issue between the parties as to the applicable principles in determining an application for summary judgment. The parties accept the principles have been correctly addressed by the learned registrar at [17] - [19] of her published reasons for decision¹¹ and I gratefully adopt and incorporate into my reasons the summary of the principles as explained by the learned registrar:

17 The principles of when a court should allow an application for summary judgment are well established and have been eloquently summarised in a number of judgments in both the Supreme and District Courts including *Sutton Investments Pty Ltd v Realistic Investments Pty Ltd* [2017] WASCA 14 [24].

18 It is trite law that the power to order summary judgment should be exercised with great care and should never be exercised unless it is clear that there is no real question to be tried: *Fancourt v Mercantile Credits Ltd* (1983) 154 CLR 87, 99. It is only in the clearest of cases, when there is a high degree of certainty about the ultimate outcome of the proceeding if it went to trial, that summary judgment ought properly be granted: *Agar v Hyde* [2000] HCA 41; (2000) 201 CLR 552 [57]; *Batistatos v Road and Traffic Authority of New South Wales* [2006] HCA 27; (2006) 226 CLR 256 [46];

⁹ Mr Kneebone's affidavit, par 6 and annexure D - item 11.

¹⁰ Mr Kneebone's affidavit, pars 7 - 15, annexures E - M.

¹¹ *The Owners of Mount Bakewell Resort, Strata Plan 18228 v York-Mt Bakewell Caravan Park Pty Ltd*.

Spenser v The Commonwealth of Australia [2010] HCA 28; (2010) 241 CLR 118 [24], [53] - [55].

- 19 The defendant must show by affidavit or otherwise that there is some triable issue either of fact or law, and that he has an arguable defence or a defence on the merits: *Moscow Narodny Bank Ltd v Mosbert Finance (Aust) Pty Ltd* [1976] WAR 109, 110 - 111.

Cause of action

15 By its endorsement of claim on the writ of summons filed on 4 February 2020 the plaintiff's claim is for:

1. The sum of \$88,073.62;
2. Interest on unpaid levies of \$79,340.52 at the rate of 15% per annum pursuant to Section 36(4) of the Strata Titles Act 1985 (WA) from 30.09.2018 until payment or judgment at the daily rate of \$32.61;
3. Interest on unpaid levies of \$2,212.50 at the rate of 15% per annum pursuant to Section 36(4) of the Strata Titles Act 1985 (WA) from 01.09.2019 until payment or judgment at the daily rate of \$0.90;
4. Interest on unpaid levies of \$2,212.00 at the rate of 15% per annum pursuant to Section 36(4) of the Strata Titles Act 1985 (WA) from 01.12.2019 until payment or judgment at the daily rate of \$0.90;
5. Alternatively, Interest on the sum of \$88,073.62 at the rate of 6% per annum pursuant to the Supreme Court Act (WA) until payment or judgment;
6. Costs.

16 By its amended statement of claim dated 24 March 2020 the plaintiff, relevantly, pleads:

1. The Plaintiff is and was at all material times a strata company incorporated in accordance with the Strata Titles Act 1985 (WA) as amended ('the Act').
2. The Defendant is and was at all material times:
 - a) a company duly incorporated pursuant to the Corporations Act 2001; and

- b) the registered proprietor of Lot 1 on Strata Plan 18228 ('the Strata Plan') being the whole of the land comprised in Certificate of Title Volume 1856 Folio 185 ('Lot 1'), and became registered as the proprietor of Lot 1 on 1 August 2019.

- 3. In accordance with the respective unit entitlement of the lots and approved contributions for levies, levies have been raised for the lots in accordance with and pursuant to the Act.

- ...

- 5. In accordance with and pursuant to Section 36(1) of the Act, the Plaintiff duly adopted budgets and levied contributions from the lot proprietors for administration fund levies at the annual general meetings of the Plaintiff.

- ...

- 7. In accordance with and pursuant to Section 36(2) of the Act, the Plaintiff has duly adopted budgets and levied contributions from the lot proprietors for reserve fund levies at the annual general meetings of the Plaintiff.

- 8. Strata levies and charges accrued in respect of Lot 1 substantially in excess of \$79,340.52 and at a meeting of the Plaintiff held on 15 November 2017, the Plaintiff resolved to accept a compromise amount of \$79,340.52 in respect of the outstanding charges owed to the Plaintiff in respect of Lot 1 until the date of transfer of Lot 1 to the Defendant to be paid by 30 September 2019.

- ...

- 11. The Defendant has failed, refused and/or neglected to pay strata levies that have accrued and levied pursuant to section 36 of the Act, as well as debt recovery costs and water usage in relation to Lot 1 in accordance with the bylaws of the Strata Plan.

- ...

- 14. Pursuant to section 26(6) [sic s 36(6)] of the Act, the Defendant is liable for contributions levies in respect of Lot 1 prior to becoming registered as proprietor of that lot.

- ...

- 18. On 29 November 2019, the Plaintiff demanded payment of the contributions levied in respect of Lot 1 from the Defendant which totalled \$89,296.98.

17 Therefore, the basis of the plaintiff's claim against the defendant is that when it became the proprietor of Lot 1 on 1 August 2019 the defendant became liable under s 36(6) STA for any unpaid contributions plus interest. The claim is based upon statutory liability.

18 Although the plaintiff says that the defendant's liability to make payment of strata levies and associated administrative expenses is greater than the amount claimed, the plaintiff, pursuant to s 36(4)(c) STA agreed to compromise the debt and only recover outstanding contribution levies in the sum of \$79,340.52. The agreement was reached by resolution passed by the plaintiff's council of owners on 13 September 2017.¹² The resolution to compromise the debt occurred in circumstances where the plaintiff had commenced proceedings in the Magistrates Court against the previous owners and there were negotiations between the plaintiff and Mr Di Giulio to purchase Lot 1.

19 Although Mr Di Giulio did not complete the purchase of Lot 1 on or before 30 April 2018 he ultimately completed the purchase and became the registered proprietor of Lot 1 on 26 October 2018.¹³

20 Mr Di Giulio (who is the directing mind and will of the defendant) admits that the compromised amount has not been paid.¹⁴

Factual background

21 I adopt and rely upon the plaintiff's written submissions dated 15 October 2020 for the factual background to this action.¹⁵ The background is not, in any meaningful way, disputed.

22 Until 26 October 2018 the registered proprietors of Lot 1 in Strata Plan 18228 were Michael Murphy and Elizabeth Anne Sherwood.

4. As at 31 October 2017:
 - (a) strata contributions totalling \$447,948.29 had been levied in respect of Lot 1, and remained unpaid; and
 - (b) unpaid interest on overdue strata contributions totalled \$100,391.30.

¹² Minutes of council of owners meeting held on 13 November 2017, Appeal book pages 54 - 55.

¹³ Appeal book, page 36.

¹⁴ Mr Di Giulio's affidavit dated 14 April 2020, par 14; Mr Di Giulio's affidavit dated 13 December 2017 filed in Magistrates Court (annexure NAG4 to affidavit of 14 April 2020), pars 7 - 8; also see [39] of these Reasons.

¹⁵ Paragraphs 4 - 13.

5. Mr Di Giulio first offered to buy Lot 1 (through a company to be incorporated) on 4 September 2017. This offer was not accepted.
6. On 13 November 2017 the plaintiff's Council of Owners passed a resolution to accept an 'offer on Lot 1', and setting out the terms of the offer.
7. A term of the resolution was that in the event that Lot 1 was transferred from Mr Murphy and Ms Sherwood to Mr Di Giulio on or before 30 April 2018, the plaintiff would not seek payment from Mr Di Giulio of outstanding strata contributions in excess of the sum of \$79,340.52.
8. At some time prior to 13 December 2017 Mr Di Giulio made an offer in his own name, to buy Lot 1. On 26 February 2018 the Magistrates Court made an order under the *Civil Judgments Enforcement Act 2004*, authorising the Bailiff to accept this offer.
9. Settlement of his purchase of Lot 1 did not occur until 25 October 2018. The transfer was registered on 26 October 2018.
10. On 1 August 2019 Mr Di Giulio transferred Lot 1 to the defendant, a company of which he is the director and secretary and the defendant became the registered proprietor of Lot 1.
11. Further strata contribution levies became due in respect of Lot 1, as follows:
 - (a) 1 September 2019: \$2,212.50; and
 - (b) 1 December 2019: \$2,212.50.
12. In addition, administration fund levies for water usage charges became due in respect of Lot 1, for the following periods:
 - (a) 1 June to 31 July 2019 (Special Levy Notice dated 25 October 2019): \$1,241.29;
 - (b) 1 August to 30 September 2019 (Special Levy Notice dated 25 October 2019): \$694.20;
 - (c) 13 May to 31 May 2019 (Special Levy Notice dated 25 October 2019): \$713.33.
13. Special administration fund levies for debt recovery charges were raised in respect of Lot 1, as follows:
 - (a) Notice dated 13 November 2019: \$703.20;

(b) Notice dated 19 November 2019: \$419.96; and

(c) Notice dated 5 December 2019: \$100.00.

(footnotes omitted)

Defendant's submissions

23 The defendant opposes the application for summary judgment on the basis it disputes the validity of the strata levies raised in respect of the property prior to the purchase of Lot 1 by Mr Di Giulio in October 2018. The defendant also submits that at the time Mr Di Giulio settled the purchase of the property on 25 October 2018 no agreement had been reached with him regarding the outstanding levies, and he was still negotiating what was outstanding.¹⁶ The defendant submits that at the time of settlement there was no agreement that he had to pay anything more than was required to satisfy the orders from the Magistrates Court for the sale of the property.

24 Further, the defendant says that Mr Di Giulio, and later the defendant, did not pay outstanding levies because he disputed all of the levy notices and was awaiting resolution of the matter before making any payments.¹⁷

25 The defendant's written submissions dated 29 October 2020 add little to the arguments advanced on behalf of the defendant in opposition to summary judgment application. Again, unnecessarily, the submissions argue that the learned registrar erred in law and in fact. Essentially, as with the earlier submissions of 6 October 2020, the defendant proceeds on the mistaken basis that the plaintiff's cause of action is in contract.

26 Therefore the defendant opposes the application for summary judgment on two bases:

1. It disputes the validity of the strata levies issued prior to the purchase of the property by Mr Di Giulio in October 2018.
2. It also submits no agreement was reached between Mr Di Giulio and the plaintiff, or later the defendant and the plaintiff, at the time they became the proprietor of the property that the outstanding levies owed by the new proprietor was \$79,340.52.

¹⁶ Defendant's submissions dated 6 October 2020, pars 18, 24, 27 and 31.

¹⁷ Defendant's submissions dated 6 October 2020, pars 40 and 46.

Strata Titles Act - s 36

27 Section 36 of the *Strata Titles Act*, upon which the plaintiff's claim for monies owing is based, relevantly, states:

36. Levy of contributions on proprietors

- (1) A strata company shall -
 - (a) establish a fund for administrative expenses that is sufficient in the opinion of the company for the control and management of the common property, for the payment of any premiums of insurance and the discharge of any other obligation of the strata company; and
 - (b) determine from time to time the amounts to be raised for the purposes described in paragraph (a); and
 - (c) raise amounts so determined by levying contributions on proprietors -
 - (i) in proportion to the unit entitlements of their respective lots; or
 - (ii) where a by-law referred to in section 42B or an order under section 99A is in force, in accordance with that by-law or order; and
 - (d) recover from any proprietor, by action in a court of competent jurisdiction if necessary, any sum of money expended by the company for repairs or work done by it or at its direction in complying with any notice or order of a competent public authority or local government in respect of that portion of the building comprising the lot of that proprietor.

...

- (2) A strata company may -
 - (a) establish a reserve fund for the purpose of accumulating funds to meet contingent expenses, other than those of a routine nature, and other major expenses of the strata company likely to arise in the future; and

- (b) determine from time to time the amounts to be raised for the purpose described in paragraph (a); and
 - (c) raise amounts so determined by levying contributions on the proprietors in proportion to the unit entitlements of their respective lots.
- (3) Except in so far as and to the extent that the by-laws of a strata company may empower the council of that company to exercise the functions in subsections (1)(a), (b) and (c) and (2), those functions shall be performed by and in accordance with resolutions of proprietors passed at a general meeting of the strata company.
- (4) Any contribution levied under this section -
 - (a) becomes due and payable to the strata company in accordance with the terms of the decision to make the levy; and
 - (b) if not paid when it becomes due and payable, bears interest on the amount unpaid at the rate of simple interest prescribed, unless the company determines (either generally or in a particular case) that an unpaid contribution shall bear no interest or interest at a lesser rate; and
 - (c) including interest accrued under paragraph (b), may be recovered as a debt by the strata company in a court of competent jurisdiction and the strata company may agree to a compromise of such a debt.
- (5) Interest paid or recovered under subsection (4) or (6) shall form part of the fund to which the contribution belongs.
- (6) Subject to section 43(4), a proprietor of a lot is liable in respect of any contribution levied under this section and any interest thereon, jointly and severally with any person who was liable to pay that contribution and interest when that proprietor became the proprietor of that lot, to pay so much of that contribution and interest as was unpaid when he became the proprietor of that lot.

28

Pursuant to bylaw 4(1) of sch 1 STA:

4. Constitution of council

- (1) The powers and duties of the strata company must, subject to any restriction imposed or direction given at a general meeting, be exercised and performed by the council of the strata company and a meeting of

the council at which a quorum is present is competent to exercise all or any of the authorities, functions or powers of the council.

Findings

29 I reject the defendant's submissions which, in my respectful view, are misconceived.

30 The cause of the plaintiff's action against the defendant is not based on a bilateral agreement or contract. Rather, it is based on the statutory liability created by s 36 STA. The defendant's liability to the plaintiff in respect of outstanding strata levies does not depend upon, and is not based upon, any bilateral agreement or contract reached between either the defendant or Mr Di Giulio and the plaintiff.

31 By s 36(4)(c) STA any contribution levied under s 36 by a strata company may be recovered as a debt by the strata company and the strata company may agree to a compromise of such a debt. The meaning of the verb 'agree' is that the strata company agrees to reduce or compromise a debt. The word does not mean or refer to a formal or legally binding contract or bilateral agreement being entered into with another person. It does not mean 'to agree' with another person.

32 When the plaintiff resolved at its meeting on 13 November 2017 to not seek payment of outstanding strata contributions in respect of Lot 1 from Mr Di Giulio of any amount in excess of the sum of \$79,340.52, the plaintiff agreed, pursuant to s 36(4)(c), to compromise the debt. The plaintiff agreed it would not pursue Mr Di Giulio as the intended new proprietor of Lot 1, for the whole of the outstanding strata contributions which were then in the sum of \$447,948.29 plus interest in excess of \$100,000. It was therefore a significant compromise of the debt. Upon the passing of the resolution by the plaintiff at its meeting, the amount of the compromise was, pursuant to s 36(4), able to be recovered as a debt by the plaintiff against the proprietor of Lot 1.

33 Pursuant to bylaw 4(1), the plaintiff had the power to agree to compromise the debt.

34 Further, by s 36(6) STA, Mr Di Giulio, when he became the proprietor, and the defendant when it later became the proprietor of Lot 1 on 1 August 2019, became liable to pay that debt or that contribution, as was unpaid when it became the proprietor of the lot. Whether or not the strata levies were, or are, disputed is irrelevant.

Dispute resolution pursuant to the STA

35 I now turn to consider the way in which any disputes regarding
strata levies are dealt with and resolved.

36 Sections 99 and 99A state:

99. Order for variation or manner of payment of contributions

- (1) Where, pursuant to an application by a proprietor or by a mortgagee in possession (whether by himself or another person) for an order under this section, the State Administrative Tribunal considers that any amount of contributions levied under section 36 is inadequate or excessive, or that the manner of payment of contributions is unreasonable, the State Administrative Tribunal may -
 - (a) order variation of the amount; or
 - (b) order payment of contributions in a different manner; or
 - (c) make orders under paragraphs (a) and (b).
- (2) Where an order under subsection (1) takes effect in relation to a contribution levied by a strata company that has been wholly or partly paid in respect of a lot, the strata company shall -
 - (a) where the contribution required to be paid in respect of the lot pursuant to the order is greater than the amount already paid in respect of the lot - be deemed to have determined to make a levy under section 36 of an amount equal to the difference between the amount already paid in respect of the lot and the amount of the contribution required to be paid in respect of the lot pursuant to the order; or
 - (b) where the contribution required to be paid in respect of the lot pursuant to the order is less than the amount already paid in respect of the lot - refund to the proprietor by whom, or on whose behalf, the payment had already been made an amount equal to the difference between the amount already paid in respect of the lot and the amount of the contribution required to be paid in respect of the lot pursuant to the order.

99A. Order fixing different basis for levying contributions

- (1) A proprietor who is aggrieved by the operation of a by-law referred to in section 42B may apply to the State Administrative Tribunal for an order under this section.
- (2) An order under this section is an order -
 - (a) fixing a method of assessing contributions to be levied on proprietors under section 36 otherwise than -
 - (i) in proportion to the unit entitlements of their respective lots; or
 - (ii) in accordance with a by-law referred to in section 42B; or
 - (b) that such contributions are to be levied in accordance with section 36(1)(c)(i).
- (3) An order under this section may relate to contributions to all of the expenses of the strata company or to one or more particular kinds of expenses.
- (4) On the making of an application under subsection (1), the State Administrative Tribunal may make an order under this section that appears to it to provide for a method of fixing contributions that is fair to all proprietors having regard to their use and enjoyment of the common property and any building or other improvement on the parcel.
- (5) To the extent of any inconsistency, an order under this section prevails over section 36(1)(c) or a by-law under section 42B.
- (6) An order under this section is of no effect until a copy of the order has been recorded by the Registrar of Titles under section 115 on the strata/survey-strata plan to which it relates.
- (7) An order under this section is to be taken to be revoked or amended to the extent that it is inconsistent with a by-law, or an amendment of a by-law, subsequently made by the strata company by resolution without dissent (or unanimous resolution, in the case of a two-lot scheme) and of effect under section 42(4).

37 Therefore, by s 99 STA, if a proprietor disputes the strata levies charged by a strata company under s 36 it must commence proceedings in the State Administrative Tribunal which has the power to order a variation of the amounts charged or order payment of the contributions in a different manner.

38 The District Court has no jurisdiction to determine disputes over strata levies. The jurisdiction to determine such disputes is exclusively with the State Administrative Tribunal.

39 There is no evidence Mr Di Giulio, or the defendant, has disputed the strata levies in accordance with the provisions of s 99 or s 99A STA. As the levies have not been disputed and there is no order of the State Administrative Tribunal, the plaintiff is entitled to recover the compromised debt in accordance with s 36 and the defendant, as the registered proprietor, is correspondingly liable to make payment of the compromised debt.

40 It follows the defendant has not established there is any arguable defence on the merits or any triable issue either of fact or law.

Mr Di Giulio's acknowledgement of the plaintiff's compromise of debt

41 However, because the defendant has focused on whether an agreement was reached with the plaintiff, or an acknowledgment was made by Mr Di Giulio, that the amount owed by either Mr Di Giulio or the defendant was the sum of \$79,340.52, I proceed to consider whether there is any triable issue in relation to that matter. In my view there is not.

42 As I have earlier outlined in the factual background, in Magistrates Court proceedings commenced by the plaintiff against the previous proprietors, Mr Murphy and Ms Sherwood, Mr Di Giulio swore an affidavit on 13 December 2017 in which he acknowledged the plaintiff had resolved not to seek from him any outstanding strata contributions in excess of \$79,340.52 and to release the judgment debtors, Mr Murphy and Ms Sherwood, from any obligation to pay such levies in excess of that sum if the property was transferred to him.¹⁸ In that affidavit Mr Di Giulio also acknowledged, on the basis of a statement issued by the strata manager on behalf of the plaintiff, that there were outstanding levies and charges significantly in excess of the sum of \$79,340.52 and that in light of the plaintiff's resolution, the total

¹⁸ Paragraph 7.

liabilities he would assume if the property was transferred to him would be approximately \$114,677.27.¹⁹

43 Although that affidavit was filed in proceedings in another court and not in these proceedings, the affidavit is in my view compelling evidence of an acknowledgement by Mr Di Giulio that the amount of levies owing for which he would be liable once he became proprietor of Lot 1 was the amount that the plaintiff had agreed by resolution to compromise the debt for. There is no suggestion in that affidavit that he disputed the amount of the outstanding levies, or the basis upon which contributions had been levied.

44 As I have earlier outlined, Mr Di Giulio later made an offer in his own name to buy Lot 1 and on 26 February 2018 the Magistrates Court made an order authorising the bailiff to accept Mr Di Giulio's offer.

45 Subsequently, there was a delay in settlement of the purchase of Lot 1 and settlement did not occur until 25 October 2018, the transfer being formally registered on 26 October. During the delayed settlement, by letter dated 4 July 2018, Mr Di Giulio's solicitors, Atkinson Legal, advised the plaintiff's settlement agent that 'no agreement has been reached regarding non-payment of the judgment levies' but that he was prepared to cap the strata levies at \$79,340.52. No issue was raised suggesting there was any dispute about the validity of that amount or Mr Di Giulio's liability to pay that amount once he became the registered proprietor of Lot 1.²⁰

46 I conclude from Mr Di Giulio's affidavit that he accepted, in the sense that he acknowledged and did not dispute, the plaintiff's agreement to compromise the debt and used it to his advantage in negotiations to purchase Lot 1. There is at least an implicit concession, or an admission, by Mr Di Giulio that he would have been liable for a greater sum but for the compromise agreed by the plaintiff. Mr Di Giulio relied upon, and benefited from, his affidavit filed in the Magistrates Court proceedings in the negotiations to purchase Lot 1 at a reduced price. It is, at least, disingenuous of him to now dispute the compromise of debt and argue that the plaintiff is not entitled to payment of that compromised debt and that there is a triable issue in relation to the plaintiff's entitlement to payment.

¹⁹ Paragraph 8.

²⁰ Mr Di Giulio's affidavit sworn 14 April 2020 (AB 97 - 156) and annexure NDG7 (AB 135).

47 Neither Mr Di Giulio, nor the defendant, provides any evidence that he disputed the amount of the compromised debt, or that there was, or is, any proper basis for disputing the amount.

48 If the defendant's submission, that because Mr Di Giulio did not reach agreement with the plaintiff regarding the amount of the outstanding strata levies, the plaintiff is not entitled to recover the amount of the compromised debt of \$79,340.52, is correct, it would follow that the plaintiff is entitled to recover the full amount it initially claimed against the previous proprietors of, as at 31 October 2017, \$447,948.29 plus interest. The defendant is therefore prepared to expose itself to potentially a far greater debt owing to the plaintiff than the amount in which the plaintiff has resolved, or agreed, to compromise.

Supplementary submissions and hearing 22 December 2020

49 In its supplementary written submissions filed on 17 November 2020 the defendant submits:

2. The Court must not give Summary Judgment, particularly because:
 - (a) the Defendant has an arguable defence to the claim at least because the Defendant: 'disputed' the contributions the subject of the Amended Statement of Claim and the Plaintiff has not proven that those contributions were levied in accordance with the Act;
 - (b) on the basis of the Amended Statement of Claim and the Ogden Affidavits (below defined), there is at least a: 'real uncertainty' about the Applicant's right to judgment;
 - (c) all of the documents which could, if they exist, support the Plaintiff's case that it raised levies and contributions in accordance with the Act are in the control of the Plaintiff but are not before the Court in evidence; and
 - (d) in the absence of evidence to the contrary, the Court should proceed on the basis that the Defendant's contentions in that regard will be accepted at any trial in the proceedings.

50 The defendant also submits that there is no evidence before the court that the plaintiff has complied with its legal and statutory requirements in determining and issuing strata levies to the property

owners.²¹ The defendant submits that the plaintiff has not proved it levied contributions against the defendant in accordance with the STA in relation to Lot 1.

51 Despite the plaintiff having adduced the minutes of the various meetings at which resolutions were passed by the plaintiff to levy contributions on proprietors, which seemingly addressed the previous objection taken by the defendant that the plaintiff had not adduced evidence that contributions had been properly levied against proprietors, the defendant continued to challenge the validity and lawfulness of the plaintiff's actions by challenging the validity of the recorded minutes and the resolutions the minutes record were passed. For example, in respect of some of the meetings it was submitted there was not a properly constituted quorum of proprietors and therefore the meetings were not properly constituted.²²

52 In relation to the annual general meeting held on 9 July 2013 at which the minutes²³ record Mark Atkinson, 'Administrator', was in attendance by invitation it was submitted there was no evidence to prove the extent of the administrator's powers and whether any resolutions proposed and passed were properly done in accordance with the administrator's powers.²⁴ It was submitted, that because an administrator had been appointed, the power of the strata company to manage its own affairs was taken away and that therefore the minutes of the annual general meeting were not valid minutes of the strata company and could not be relied upon as an irrebuttable presumption that a meeting of the strata company occurred and that the minutes were an accurate record of that meeting.²⁵

53 The minutes at item 1 under the heading 'Appointment of chairman for the meeting' record that:

The administrator is the only person able to propose and vote on any motions put to the meeting, including the election of council members.

54 Consistent with that advice the minutes thereafter record various motions moved by Mr Atkinson and various resolutions passed by all proprietors present or represented voting in favour of the resolution. Importantly, item 11 records that on a motion moved by Mr Atkinson

²¹ Defendant's written submissions filed 17 November 2020, pars 13 - 19.

²² Meeting 7 September 2017 - Mr Kneebone's affidavit, annexure J; ts 69 - ts 70, ts 77.

²³ Mr Kneebone's affidavit, annexure D, pages 15 - 21.

²⁴ ts 64 - ts 68.

²⁵ ts 67.

as the administrator it was resolved that there be a levy of contributions on proprietors for the administrative fund for the period 1 August 2013 to 30 September 2014 to raise a total of \$55,832 and that there be a further levy of contributions on proprietors to raise a total of \$59,820.

55 Although there is no evidence of the order appointing the administrator by s 102(4) STA:

102. Order appointing administrator

...

(4) Where the State Administrative Tribunal makes an order under subsection (1) -

(a) no person other than the administrator appointed by the order may, while that administrator holds office, exercise or perform any power, authority, duty or function which the administrator is authorised to exercise or perform by that order or an order under subsection (2); and

(b) any act or thing done or suffered by that administrator in the exercise or performance of such a power, authority, duty or function has the same effect as it would have had if the order had not been made and it had been done or suffered by the person or body who, but for the order, would have been entitled or required to exercise or perform the power, authority, duty or function.

...

56 Therefore even on the assumption that all power was transferred to the administrator, which seems to be consistent with what is recorded in the minutes, the acts done by the administrator in the exercise or performance of his power or authority has the same effect as if the act was done by the strata company or the plaintiff. I am satisfied the minutes properly record decisions taken by the administrator in the exercise of his powers pursuant to s 102(4)(b) STA. Therefore I am satisfied the minutes record valid resolutions to levy contributions on proprietors of which the levy on Lot 1 for the period 1 August to 30 June 2014 was \$81,250.²⁶

²⁶ Annexure to these reasons.

57 There is no merit in the submission that the minutes of the annual general meeting held on 9 July 2013 do not properly record a validly held and constituted meeting of the plaintiff at which it was resolved to levy contributions against proprietors including against Lot 1.

58 The defendant also argued that the determination of a special levy contribution at the extraordinary general meeting on 4 November 2015²⁷ was invalid because there was no power to raise a special levy pursuant to the STA. It was submitted that pursuant to s 36(1) and s 36(2) a strata company is only entitled to levy contributions for administrative expenses or for a reserve fund. There is no power to charge a special levy.²⁸

59 The amount of the special levy raised against Lot 1 following the resolution at the meeting on 4 November 2015 was \$37,500.²⁹

60 There is no merit in the submission. In my view the levy which the plaintiff resolved to charge at the extraordinary general meeting on 4 November 2015 was clearly for the administrative fund pursuant to s 36(1) STA. The minutes record in item 3 that:

... it was resolved that the special levy of contributions on proprietors **for the administrative fund** be payable in advance ...

(emphasis added)

61 I am satisfied that by the terms of the motion referred to in the minutes of the meeting the levy it was determined to raise was a legitimate levy raised for the purposes of the administrative fund.

62 The defendant also disputed the validity of the extraordinary general meeting held on 7 September 2017 on the basis there was not a sufficient quorum of proprietors present or represented by proxy at the meeting. The minutes³⁰ record that six proprietors were present or represented at the meeting which did not meet the quorum of 50% of proprietors, there being 13 lots or proprietors.³¹ Therefore, so it was submitted, the determination to levy contributions for the period 1 September 2017 to 31 August 2018³² was invalid.

²⁷ Mr Kneebone's affidavit, annexure G - item 3, pages 28 - 29.

²⁸ ts 68 - ts 69.

²⁹ Annexure to these reasons - EGM 4 November 2015.

³⁰ Mr Kneebone's affidavit, annexure J, pages 38 - 40.

³¹ ts 69.

³² Item 5.

63 By sch 1 cl 12(3) STA:

- (3) One-half of the persons entitled to vote present in person or by duly appointed proxy constitutes a quorum.

64 I therefore accept the submission that a quorum for the plaintiff when holding a meeting was 50% of the proprietors. However, as at the date of the meeting on 7 September 2017 Lot 1 was unfinancial (which of course was the reason Mr Di Giulio was able in due course to buy Lot 1 at a reduced price, and the reason why the plaintiff agreed to a compromise of the debt owing by Lot 1). Therefore the proprietors of Lot 1 were not entitled to be present at or vote at the meeting and accordingly the number of proprietors, for the purposes of the extraordinary general meeting, were 12. It follows that the six proprietors who were present at or represented at the meeting constituted a quorum for the meeting.

65 In any event I note that the amount levied against Lot 1 from that meeting was only in the sum of \$9,206.25.³³

66 There is a further, and puzzling, challenge to the various meetings which commenced on 12 October 2018 and concluded at the meeting on 8 March 2019.³⁴ It was submitted that because there were multiple meetings which were convened but were then adjourned shortly afterwards, and because all of the proprietors were initially represented by the chairman, and later at other meetings the proprietors were represented by other proxies, there were irregularities which therefore casts doubt about the validity of the meetings and any resolutions passed at the meetings. It was also submitted that there was not a quorum present at each of the meetings.³⁵

67 The first thing to be noted about those submissions is that in none of the meetings was it resolved to levy contributions against the proprietors and therefore whether or not the meetings were validly constituted does not cast doubt upon the basis of the plaintiff's application for summary judgment.

68 Until the last meeting on 8 March 2019, the meetings were convened, it seems, simply to adjourn the meetings to a further date, possibly because there was not a quorum of proprietors. Otherwise nothing of substance was resolved at the meetings.

³³ Annexure to these reasons.

³⁴ Mr Kneebone's affidavit, annexure J, pages 42 - 48.

³⁵ ts 80 - ts 85.

69 A further matter which it is important to note is that at two of the meetings, the meeting on 30 October 2018 and the final meeting on 8 March 2019, Mr Di Giulio was present. Mr Di Giulio did not raise any objection or challenge to the meeting on 30 October 2018. It ill behoves Mr Di Giulio to now complain that in some way that meeting was invalid because of an irregularity.

70 However, perhaps more importantly, at the final meeting Mr Di Giulio was present in his capacity as the proprietor of Lot 1. As appears from the minutes the purpose of that meeting was to resolve a different basis for levying contributions against proprietors and in particular the proprietor of Lot 1, that is Mr Di Giulio. The motion to resolve that there be a different basis for levying contributions was seconded by Mr Di Giulio. The effect of the resolution passed at the meeting was to reduce the proportion of the levies that the proprietor of Lot 1, then Mr Di Giulio, and subsequently the defendant, was required to pay. Accordingly the effect of the series of meetings was to result in a highly favourable outcome to Mr Di Giulio. It is for that reason I have described the submissions challenging those series of meetings as puzzling.

71 I further note that the minutes in item 21 record:

The owner of Lot 1 proposed that he would start the initial payment of the arrears within 14 days.

72 Other than by its opposition to the application for summary judgment, no challenge has been made to the accuracy of the minutes signed by the chairman on 2 May 2019. I am satisfied that what is recorded in item 21 of the minutes of the meeting held on 8 March 2019 is further evidence of an admission against interest by Mr Di Giulio that he, or the defendant, was liable for the outstanding strata levies. It is extraordinary that in relation to a meeting at which the only matter of substance which was discussed and resolved was a motion seconded by Mr Di Giulio, from which he personally benefited and then proposed he would start paying arrears, it is submitted that there is some irregularity concerning the meeting which casts doubt on its validity and that the opposition to the plaintiff's summary judgment application is maintained. It is extraordinary that the defendant, having benefited from the plaintiff's agreement to a significant compromise of the outstanding debt in respect of Lot 1, challenges the validity of the actions taken by the plaintiff and challenges his, or the defendant's, liability for the monies claimed by the plaintiff. In my view there was

no proper basis for opposing the application for summary judgment and the defendant's actions have resulted in unnecessary litigation and costs being incurred.

73 I reject the defendant's submission that unless the defendant was able to prove that as a matter of law and fact there was an outstanding debt owing by the proprietor of Lot 1 to the plaintiff in a greater amount than the compromised debt of \$79,340.52, the plaintiff was not entitled to judgment on the amount of the compromised debt. In my view upon proof that the plaintiff had agreed to a compromise of a debt pursuant to s 36A(4)(c) STA by production of the minutes of the meeting at which the plaintiff resolved to agree to compromise the debt, there was no triable issue and the plaintiff was entitled to judgment. It was unnecessary to go behind the agreement by the plaintiff to compromise the debt. That is, it was unnecessary for the defendant to have to prove there was a greater outstanding debt which it agreed to compromise. That ought to have been the end of the matter.

74 However, even if I was wrong in that view, the plaintiff has clearly established, by production of the minutes of the various meetings at which resolutions were passed to levy contributions against proprietors, that a significantly greater debt than the amount at which the plaintiff agreed to compromise, was owing by the proprietors of Lot 1 to the plaintiff.

75 Further, even if there was any merit in the defendant's challenges to the minutes of some of the meetings, those challenges went nowhere because in relation to those meetings in respect of which there was no challenge and no dispute, there was clearly an outstanding debt in relation to Lot 1 much greater than the amount of the compromised debt.

76 Although I have spent some time specifically responding to each of the objections or challenges taken to the accuracy of the minutes of the meetings and the validity of the minutes, in my view there was no proper basis to challenge the minutes. Pursuant to s 79C *Evidence Act 1906* (WA) the minutes were, without more, proof of their contents, as a business record of the plaintiff. In my view the minutes are proof that each of the meetings was validly constituted and the resolutions imposing levies on proprietors were validly passed at those meetings. It follows the levies were validly imposed in accordance with s 36 STA.

77 If is necessary, further support for that proposition is derived from the observations of Heydon J in *Australian Securities and Investments Commission v Hellicar*:³⁶

210 Even in 'draft' form, the minutes of the 15 February 2001 meeting presented for approval to the 3-4 April 2001 meeting constituted a business record of what had happened, admissible as an exception to the hearsay rule. Their probative force was increased by their approval on 3 April 2001. The minutes of the 3-4 April 2001 meeting also constituted an admissible business record. By the conduct it recorded, each director present on 3-4 April accepted for himself or herself the proposition that on 15 February 2001 a draft ASX announcement had been approved. Each thus made an admission to that effect. Mr-Willcox was not present on 3-4 April, but his failure to protest at the contents of the draft minutes he received was capable of being treated as an admission by him as well. ...

78 I therefore reject the defendant's submissions. In my view the minutes of the resolutions passed at the general meetings of the plaintiff attached to Mr Kneebone's affidavit are sufficient evidence that the levies were properly imposed, especially in circumstances where there has been no challenge to the levies in accordance with the provisions of the STA to which I have earlier referred.

79 I am further satisfied that there is no arguable defence, and the plaintiff is entitled to judgment, in respect of the claim for levies of \$2,212.50 due on 1 September and 1 December 2019³⁷ and the water usage charges of \$2,648.82.³⁸

80 I am satisfied the contributions levied by the plaintiff, and the later resolution at the council of owners meeting held on 13 November 2017 to compromise the debt in relation to the outstanding levies were in compliance with the STA, specifically s 36(3). There is no merit in the defendant's submission the plaintiff did not act in accordance with the provisions of the STA.

Costs

81 The defendant submits that if it is unsuccessful in the appeal it is entitled to an order for its costs of the plaintiff's summary judgment application and the appeal because of the plaintiff's failure to adduce sufficient evidence in relation to the original application.

³⁶ *Australian Securities and Investments Commission v Hellicar* (2012) 247 CLR 345, 210.

³⁷ Mr Kneebone's affidavits sworn 10 November 2020, par 14 and annexure L, pages 49 - 55.

³⁸ Mr Kneebone's affidavit, par 15 and annexure M, pages 56 - 58.

82 I reject the defendant's submissions. The defendant has been unsuccessful in opposing the summary judgment application and in its appeal against the registrar's decision. The reason the hearing of the defendant's appeal was not able to be concluded at the hearing on 30 October was because of the further basis upon which the defendant opposed the application for summary judgment which only emerged during the course of the hearing.

83 In my view the normal order as to costs, that is that costs follow the event, should be made and I order that the defendant pay the plaintiff's costs of the appeal, including costs of the adjournment on 30 October 2020 and the preparation of further written submissions and the affidavit of Mr Kneebone, noting that the registrar has already made an order that the defendant pay the plaintiff's costs of the proceedings, including any reserved costs and the costs of the summary judgment application to be taxed if not agreed, which order remains undisturbed.

Summary

84 For the reasons explained above, I dismiss the appeal and uphold the orders made by the learned registrar granting the summary judgment application and the consequential orders sought by the plaintiff.

85 I also order that the defendant pay the plaintiff's costs of the appeal including costs of the adjournment on 30 October 2020 and the preparation of further written submissions and the affidavit of Mr Kneebone, and the costs of the hearing on 22 December 2020, to be taxed.

Annexure

TABLE OF RESOLUTIONS LEVYING CONTRIBUTIONS

Date of Meeting	For the Period	Due Date	\$ per unit entitlement levy	Total amount of Lot 1 levy
AGM 9 July 2013	1 August 2013 to 30 September 2014	1 August 2013	\$30.00	\$18,750.00
		1 August 2013	\$14.00	\$8,750.00
		1 September 2013	\$30.00	\$18,750.00
		1 October 2013	\$14.00	\$8,750.00
		1 January 2014	\$14.00	\$8,750.00
		1 April 2014	\$14.00	\$8,750.00
		30 June 2014	\$14.00	\$8,750.00
AGM 14 August 2014	1 October 2014 to 30 September 2015	1 October 2014	\$23.67	\$14,793.75
		1 January 2015	\$23.67	\$14,793.75
		1 April 2015	\$23.67	\$14,793.75
		1 July 2015	\$23.67	\$14,793.75
	Special Levy	1 October 2014	\$4.00	\$2,500.00
	Special Levy	1 January 2015	\$4.00	\$2,500.00
	Special Levy	1 April 2015	\$4.00	\$2,500.00
	Special Levy	1 July 2015	\$4.00	\$2,500.00
AGM 29 June 2015	1 October 2015 to 30 September 2016	1 September 2015	\$67.00	\$41,875.00
EGM 4 November 2015	Special Levy	1 December 2015	\$60.00	\$37,500.00
AGM 5 September 2016	1 October 2016 to 30 September 2017	25 May 2016	\$20.00	\$12,500.00
		1 September 2016	\$42.00	\$26,250.00

		1 December 2016	\$42.00	\$26,250.00
		1 March 2017	\$42.00	\$26,250.00
		1 June 2017	\$42.00	\$26,250.00
AGM 6 July 2017	1 September 2017 to 30 November 2017	1 September 2017	\$42.00	\$26,250.00
	1 December 2017 to 28 February 2018	1 December 2017	\$42.00	\$26,250.00
	1 March 2018 to 31 May 2018	1 March 2018	\$42.00	\$26,250.00
	1 June 2018 to 31 August 2018	1 June 2018	\$42.00	\$26,250.00
EGM 7 September 2017	1 September 2017 to 30 November 2017	16 October 2017	\$14.73	\$9,206.25
Total Amount of Lot 1 levies up to 13 November 2017				\$461,506.25
	1 December 2017 to 28 February 2018	1 December 2017	\$56.73	\$35,456.25
	1 March 2018 to 31 May 2018	1 March 2018	\$56.73	\$35,456.25
	1 June 2018 to 31 August 2018	1 June 2018	\$56.73	\$35,456.25
AGM 12 August 2019 (caravan park levy as per new by-law 24 passed at meeting on 8 March 2019)	1 September 2019 to 30 November 2019	10 September 2019	\$3.54	\$2,212.50
	1 December 2019 to 29 February 2020	1 December 2019	\$3.54	\$2,212.50
	1 March 2019 to 31 May 2019	1 March 2020	\$3.54	\$2,212.50
	1 June 2020 to 31 August 2020	1 June 2020	\$3.54	\$2,212.50

HERRON DCJ

I certify that the preceding paragraph(s) comprise the reasons for decision of the District Court of Western Australia.

KG
Associate to Judge Herron

20 JANUARY 2021