Civil and Administrative Tribunal

New South Wales

Case Name:	Mastellone v The Owners-Strata Plan No 87110
Medium Neutral Citation:	[2021] NSWCATAP 188
Hearing Date(s):	10 November 2020 & 23 February 2021
Date of Orders:	25 June 2021
Decision Date:	25 June 2021
Jurisdiction:	Appeal Panel
Before:	P. Durack SC, Senior Member K Ransome, Senior Member
Decision:	(1) The appeal is allowed. (2) Set aside Order 1 of the orders of the Tribunal made on 14 July 2020. (3) Order that within 30 days from the publication of these reasons, the respondent is to cause the ceilings in the bedroom and kitchen and living areas of the appellant's Lot 13 to be repainted, as recommended in Sections B and C of the section of the Hire A Hubby document, dated on or about 6 September 2009, appearing under the heading "Internal Inspection Of Ceilings".
Catchwords:	STRATA TITLES - claim for breach of duty to maintain and keep in good repair the common property - s 106(1) of the Strata Schemes Management Act - whether common property memorandum or bylaw exempted owners corporation from the claim - whether the Tribunal had power under s232 of the SSMA to order the owners corporation to rectify damage to lot owners property - whether breach of s106(1) established -whether causation established APPEAL – error of law - new hearing pursuant to s

	80(3) of the Civil and Administrative Tribunal Act
Legislation Cited:	Civil and Administrative Tribunal Act (NSW) (2013) Strata Schemes Management Act (NSW) 2015
Cases Cited:	Seiwa Pty Ltd v The Owners Strata Plan 35042 [2006] NSWSC 1157 The Owners - Strata Plan No 80412 v Vickery [2020] NSWCATAP 5 Vickery v The Owners – Strata Plan No 80412 [2020] NSWCA 284; 103 NSWLR 352
Category:	Principal judgment
Parties:	Veronica Mastellone (Appellant) The Owners-Strata Plan No 87110 (Respondent)
Representation:	Mr Szpalinski (agent for the Appellant) Strata Title Lawyers, solicitors (Respondent)
File Number(s):	2020/00370998 (AP 20/35811)
Publication Restriction:	Nil
Decision under appeal:	
Court or Tribunal:	NSW Civil and Administrative Tribunal
Jurisdiction:	Consumer and Commercial Division
Citation:	Not Applicable
Date of Decision:	14 July 2020
Before:	A Nightingale, General Member
File Number(s):	SC 20/03144

REASONS FOR DECISION

Overview

1 The appellant is the owner of Lot 13 in a strata block of units in Sydney. She appeals from one of three orders made by the Tribunal on 14 July 2020. This was an order which dismissed her claim for painting of the ceilings in the bedroom and kitchen and living room areas of her lot. The other orders upheld her claim for painting of the ceiling in the ensuite bathroom to the bedroom.

(This was on the basis that the work was required as a result of poor workmanship by a builder engaged by the owners corporation (the OC) to carry out repair work.)

2 For the reasons set out below we have decided that the appeal should be allowed and that the respondent should be ordered to rectify the water staining on the ceilings in the bedroom, kitchen and living room areas of Lot 13 by repainting the ceilings in these areas.

Background

3 The relevant claim by the appellant was for the respondent to rectify water damage to the paintwork of the ceilings in these areas by causing the ceilings to be repainted. She made no claim for damages. She contended that the damage to the paintwork was a consequence of water ingress resulting from the respondent's failure to maintain and repair common property, namely the roof, in breach of s 106(1) of the *Strata Schemes Management Act* (NSW) 2015 (SSMA).

4 On the appeal it was common ground that the damaged paintwork was lot property, not common property, and, hence, the work order sought by the appellant was for rectification work to be done to lot property.

5 The Tribunal dismissed the claim on the ground that a common property memorandum and a special by-law operated to exempt the respondent from any liability in respect of the paintwork. In view of this conclusion the Tribunal made no findings as to the cause of the damaged paintwork, including whether it was the result of a breach of s 106(1).

6 The relevant part of the common property memorandum was in the section concerning the OC's responsibilities for maintenance, repair or replacement. It, relevantly, provided:

> 2. Ceiling/Roof .....
>
> (b) plastered ceilings and vermiculite ceilings (other than painting, which shall be the lot owner's responsibility)
>
> .....

7 The special by-law, relevantly, provided:

(1) This by-law is made for the purposes of regulating and controlling the repairs and maintenance of Fixtures and Fittings which are part of the lot and do not constitute part of the common property….

….

(3) "Fixtures and Fittings" in this by-law means all and each of the following items:

(a) All decorative finishes within a lot, including but not limited to:

….

(x) Paintwork

….

(5) The Owner must, at the Owner's cost:

…..

(b) properly maintain and keep the Fixtures and Fittings in a state of good and serviceable repair and must replace the works (or any part of them) as required from time to time.

8 The appellant contends that the Tribunal misconceived the meaning and effect of the common property memorandum and by-law.

9 The respondent contends otherwise and, in any event, contends that the appeal must fail for other reasons.

10 One of these reasons, so the respondent contends, is that the Tribunal has no jurisdiction or power to make the order sought. This was not a matter raised with the Tribunal at first instance.

11 In written submissions lodged before the first hearing date of the appeal the respondent's submissions about a lack of jurisdiction relied, in part, upon the decision of the Appeal Panel in *The Owners- Strata Plan No 80412 v Vickery* [2020] NSWCATAP 5. It was also contended (without elaboration) that under s 232 of the SSMA the Tribunal could order the respondent to carry out repair work to common property but not to the internal ceiling which was the property of the lot owner.

12 In view of these submissions and the fact that the Appeal Panel's decision in *Vickery* was under appeal, directions were made at the first hearing of the appeal for further written submissions to be provided about these matters.

13 The day after the first hearing of the appeal the Court of Appeal handed down its decision upholding the appeal from the Appeal Panel's decision in Vickery: Vickery v The Owners – Strata Plan No 80412 [2020] NSWCA 284; 103 NSWLR 352. The parties' subsequent written submissions took account of the Court of Appeal's decision.

The Tribunal's decision

14 The Tribunal noted that the appellant sought an order from the Tribunal pursuant to ss 106 and 232 of the SSMA that would require the OC to carry out repairs to her internal ceiling specifically painting of the kitchen/living area, bedroom and ensuite: at [1]. It noted that the appellant relied upon a statutory cause of action rather than a breach of a duty of care said to arise consequentially from s 106.

15 Amongst the material facts outlined by the Tribunal were aspects of a report concerning the appellant's lot from Hire a Hubby, who had been engaged by the strata manager, dated on or about 6 September 2019. The report appeared in a section of the document under the heading "Internal Inspection Of Ceilings". The document also set out a "Scope Of Work" concerning both work to ceilings and roof repairs. The report component of the document included the following:

> BEDROOM CEILING
>
> Following inspection of the roof and concerns over the design, the area above the bottom of the valley the (sic) adjoins the common wall of the neighbouring property with (sic) inspected.
>
> Visible water stains were identified on the ceiling above this area.
>
> We recommend repainting of the ceiling of this area.
>
> Installation of valley seals on the roof valley as recommended from the inspection of the roof should minimise any further potential for water ingress in this area.
>
> KITCHEN/LIVING AREA CEILING
>
> The ceiling and cornice in the kitchen area was inspected as water stains underneath the bottom of the valley that adjoins the external gutters was noticed.
>
> It is recommended that the ceiling be repainted in this area.

In addition, valley seals in the roof valley will minimise any further potential for water ingress in this area.

16 The Tribunal noted the submissions in relation to whether a failure to maintain and repair in breach of s 106 had been established but made no findings about them.

17 So far as this appeal is concerned, the Tribunal's key conclusions were:

> 29 Both the common property memorandum and Special by-law No 5 restrict the common property to being only the plastered ceiling and not the painting of the ceiling. The Tribunal is satisfied that these provisions limit the owners corporation's strict liability to repair or maintain the painting of the ceiling pursuant to s106 (7) of the SSMA.
>
> 30 Hire a Hubby has provided a Scope of Works for repairs to the water stained ceilings on behalf of the respondent. The scope of work is only to paint the water stained ceiling and not remove or replace the plaster ceilings. He noted that the kitchen/dining room had been previously repaired under insurance, but recommended that the area be painted.
>
> 31 The applicant has not provided any evidence to refute this scope of works.
>
> 32 The Tribunal is satisfied in the circumstances that the painting of the ceiling is the responsibility of the lot owner pursuant to the common property memorandum and Special by-law No5 and the applicant's claim for painting of the bedroom and the dining/kitchen is dismissed.

The legislative provisions

18 Section 106 of the SSMA, relevantly, provides:

> **106 Duty of owners corporation to maintain and repair property**
>
> (1) An owners corporation for a strata scheme must properly maintain and keep in a state of good and serviceable repair the common property and any personal property vested in the owners corporation.
>
> (2) An owners corporation must renew or replace any fixtures or fittings comprised in the common property and any personal property vested in the owners corporation.
>
> (3) This section does not apply to a particular item of property if the owners corporation determines by special resolution that—
>
> > (a) it is inappropriate to maintain, renew, replace or repair the property, and
> >
> > (b) its decision will not affect the safety of any building, structure or common property in the strata scheme or detract from the appearance of any property in the strata scheme.

…..

(5) An owner of a lot in a strata scheme may recover from the owners corporation, as damages for breach of statutory duty, any reasonably foreseeable loss suffered by the owner as a result of a contravention of this section by the owners corporation.

(6) An owner may not bring an action under this section for breach of a statutory duty more than 2 years after the owner first becomes aware of the loss.

(7) This section is subject to the provisions of any common property memorandum adopted by the by-laws for the strata scheme under this Division, any common property rights by-law or any by-law made under section 108.

(8) This section does not affect any duty or right of the owners corporation under any other law.

19 Section 232 of the SSMA, relevantly, provides:

232 Orders to settle disputes or rectify complaints

(1) **Orders relating to complaints and disputes** The Tribunal may, on application by an interested person, original owner or building manager, make an order to settle a complaint or dispute about any of the following—

(a) the operation, administration or management of a strata scheme under this Act,

(b) an agreement authorised or required to be entered into under this Act,

(c) an agreement appointing a strata managing agent or a building manager,

(d) an agreement between the owners corporation and an owner, mortgagee or covenant chargee of a lot in a strata scheme that relates to the scheme or a matter arising under the scheme,

(e) an exercise of, or failure to exercise, a function conferred or imposed by or under this Act or the by-laws of a strata scheme,

(f) an exercise of, or failure to exercise, a function conferred or imposed on an owners corporation under any other Act.

(2) Failure to exercise a function For the purposes of this section, an owners corporation, strata committee or building management committee is taken not to have exercised a function if—

(a) it decides not to exercise the function, or

(b) application is made to it to exercise the function and it fails for 2 months after the making of the application to exercise the function in accordance with the application or to inform the

applicant that it has decided not to exercise the function in accordance with the application.

……

Grounds of appeal

20 The main ground of appeal was that the Tribunal, in rejecting the appellant's claim based upon the common property memorandum and by-law, failed to appreciate that the common property memorandum and by-law were not applicable to a claim founded upon consequential damage for a failure to maintain and repair common property that remained within the OC's responsibility under s106 (1), namely the roof of the property.

21 In this connection it was also contended that the Tribunal should have proceeded to find that such a failure caused the damage on the basis of the opinions from Hire a Hubby and from the facts (not referred to by the Tribunal) that the roof works recommended by Hire a Hubby were carried out and the leaks then stopped.

22 The appellant has a right of appeal in respect of a question of law and otherwise requires leave to appeal based upon the terms of cl 12 of Schedule 4 of the *Civil and Administrative Tribunal Act 2013* (NSW) (NCAT Act): s 80 (2) (b).

The parties' submissions

23 In written supplementary submissions provided by the respondent subsequent to the Court of Appeal's decision in *Vickery* it was submitted (amongst other submissions) that:

> 3.1 In light of the above and based on the assumption *Vickery* is not overturned by the High Court of Australia, on face value it appears as if the Appeal Panel now has the jurisdiction to make the Appellant's orders. The widening of the interpretation of section 232 of the SSMA would seemingly allow the Tribunal to make an order requiring the Owners Corporation to repaint the lot property ceilings in order to "settle a complaint or dispute" relating to the Owners Corporation's alleged failure to carry out their section 106 (1) SSMA duty.
>
> 3.2 However, the Respondent submits that this is a hypothetical problem the Appeal Panel is no longer required to address in the confines of this particular proceeding. Whilst doubtless the Appeal Panel does have jurisdiction to make such orders based on *Vickery*, in this instance the Tribunal did not have the opportunity to consider such

issues. In any event, there is no evidence that enlivens making such orders in this case.

3.3 The Respondent does not see how *Vickery* affects either party's position. The Respondent's primary submission was that the section 106 (1) SSMA duty was indeed satisfied and that the Appellant's evidence did not demonstrate the requisite reasonable foreseeability to make such an order for damages. Further, the Respondents submitted through oral submissions that the Tribunal adequately emphasised the common property memorandum and special by-law enacted by the Owners Corporation as a defence to the statutory duty.

24 However, in oral submissions at the resumed hearing of the appeal Mr Bacon, solicitor for the respondent, withdrew his written submission that the Tribunal did have power to order that the OC repaint the lot property ceilings. As to this, he made a number of submissions, including that in *Vickery* the Court of Appeal had decided that the Tribunal did not have power to make an order to carry out repairs to a lot owners property. He submitted this was clear from paragraphs [2], [28], [51] and [154] of the judgement (being passages from the separate judgements of Justices Basten and White), that the only power the Tribunal had in respect of a claim for consequential damage to lot property was to order damages and that, whilst the Tribunal did have power to make a work order for common property to be rectified or repaired, there was no power to make a work order for rectification or repair of a lot owner's property.

25 In making these submissions Mr Bacon also said that the appellant had not obtained a quote for the painting work said to be required to these ceilings but that if such a quote was obtained then he accepted the Tribunal would have power to order the OC to pay the appellant the amount of the quote.

26 In addition, the respondent's written supplementary submissions emphasised:

(1) whether the OC actually breached their section 106 (1) duty can be rendered a moot point given the Tribunal's decision about the meaning and effect of the common property memorandum and By-law. As to this it was submitted:

> 4.7 The Common Property Memorandum and By-law is clear evidence that section 106(3) "defence" ought to be applied in these circumstances. In conjunction with section 106(7) of the SSMA, the Respondent submits that these mechanisms limit the Owners Corporation's strict duty to otherwise repair and maintain the common property.

(2) The respondent then submitted:

> 4.8 The Respondent submits that the Memorandum and By-law is not necessarily the *complete* answer to the Appellant's claim as it is submitted the evidence the Appellant relies upon to substantiate their claim does not warrant the making of such an order in any event.
>
> If the Appeal Panel works its way through section 106 SSMA the Appellant's claim falls at the first hurdle. It is been submitted that the Owners Corporation did not fail in carrying out their section 106(1) S MA duty and the evidence adduced by the Appellant does not demonstrate this.
>
> Even if the Owners Corporation had failed to carry out their duty, the evidence showing the failure of the duty can be traced to the consequential damage suffered is non-existent. This has been fleshed out in detail in the Respondent's primary submissions.

27 Mr Bacon also submitted that if we did find appealable error in the Tribunal's decision in respect of the conclusion about the operation of the common property memorandum and by-law, then the claim should be remitted to the Tribunal for redetermination rather than be determined by the Appeal Panel following a new hearing in accordance with s 80(3) of the NCAT Act.

28 As to the new evidence that the appellant sought to rely upon, if there was to be a new hearing by the Appeal Panel, Mr Bacon accepted that the appellant could rely upon a roofing report dated 15 July 2020 because it was not available at the time of the hearing on 14 July 2020, but none of the other evidence should be permitted. This was because all of the other evidence was in existence well before the hearing on 14 July 2020.

29 In written and oral submissions made by Mr Szpalinski on behalf of the appellant he submitted (amongst other submissions):

(1) The Tribunal had jurisdiction and power to make the orders sought and the Court of Appeal in *Vickery* had endorsed the breath of the order making power in s 232 of the SSMA.

(2) The common property memorandum and by-law were not applicable in situations where the repair (not maintenance) of lot property is required because of a failure to maintain common property (the roof).

(3) It was plain on the material before the Tribunal that the roof was defective in preventing water ingress and it was also plainly foreseeable that an "unsound roof" would or might cause water to flow into the lot property below the roof.

(4) Furthermore, there was new evidence to show that the OC was, specifically, aware of the issue with the roof and of the potential for damage to result.

(5) If the Appeal Panel found that the Tribunal had erred by concluding that the common property memorandum and by-law exempted the OC from any liability in respect of the damage to the ceilings, then the Appeal Panel should itself determine the claim following a new hearing in accordance with s 80(3) of the NCAT Act.

(6) The appellant relied upon its written submissions lodged in respect of the appeal on 1 October 2020, including the evidence referred to in those written submissions.

(7) Insofar as the evidence in those written submissions consisted of new evidence not presented to the Tribunal at first instance, the Appeal Panel should receive and take account of such new evidence, all of which he submitted was not reasonably available to the appellant for the hearing at first instance.

Consideration

Error of law

30 In our opinion, the Tribunal was in error in applying the common property memorandum and by-law to defeat the appellant's claim. Those provisions did not exempt the OC from the s106(1) duty operating in respect of the roof of the property. No one contends otherwise. Furthermore, those provisions were not concerned with any liability that the OC may have, including pursuant to s 232 of the SSMA, as a consequence of a breach of s106(1). In concluding as it did, the Tribunal misunderstood the meaning and effect of these documents. This was an error of law.

New hearing

31 In accordance with s 80 (3) (a), we consider that the grounds of appeal warrant a new hearing by us.

32 In the first place, this is because we disagree with the respondent's contention that the Tribunal has no jurisdiction or power to make the work order sought (as we address in more detail below).

33 Secondly, as a consequence of the Tribunal's error and because of the approach it took in determining the claim, findings of fact about an alleged breach by the OC now need to be made. We think it appropriate for us to proceed to determine these factual issues in the interests of the efficient

disposition of the dispute between the parties bearing in mind, particularly, the limited material that needs to be examined and that no issues arise concerning the credit of witnesses (as will become apparent).

34 In so deciding, it is important that the parties were on notice that we might decide to take such a course and were given the opportunity to present further evidence and submissions in respect of such a new hearing: see Note (3) of the directions made in respect of the hearing of the appeal made by Deputy President Westgarth on 3 September 2020. In addition, at the hearing of the appeal, we provided the parties with an opportunity to make such further oral submissions as they wish to make on the basis that we may proceed to determine the dispute based upon a new hearing.

Jurisdiction to make a work order

35 We do not agree with the respondent's contention that the Court of Appeal's decision in *Vickery*, or any part of the judgements in that case, makes it clear that the Tribunal has no jurisdiction or power under s 232 of the SSMA to make the work order sought by the appellant in this case. It is clear that the judgements in *Vickery* were concerned with the particular issue of whether the Tribunal had jurisdiction to make an order for damages for a breach of s 106(1). They did not address the issue as to the jurisdiction of the Tribunal to make an order for the OC to carry out repair work to the property of a lot owner pursuant to s 232 of the SSMA. We have examined the particular paragraphs from the judgements relied upon by Mr Bacon but we fail to see how these assist his argument in any way.

36 On the contrary, the breadth of the meaning of the language "make an order to settle a complaint or dispute" in s 232 adopted by Justices Basten and White supports, rather than detracts from, the position that the Tribunal does have the jurisdiction to make the orders sought by the appellant.

37 The Tribunal has before it a dispute about whether the OC failed to maintain and repair the roof in breach of s 106(1), whether such a breach (if there was one) caused damage to the paintwork in parts of the appellant's lot and, if so, whether this should be rectified by the OC. Plainly, therefore, there is a dispute between the parties falling within the terms of s 232(1) in respect of which the

Tribunal is empowered to make an order "to settle". It is a dispute falling within ss 232(1)(a) and (e).

38 Apart from the submission that we have rejected, the respondent did not point to any other reason why such an order could not be made by the Tribunal pursuant to s 232.

39 We should say that we fail to see how the reference in s 106 to a claim for damages only prevents the Tribunal from making orders of a different kind pursuant to s 232.

40 Nor did the respondent present any argument as to why, as a matter of discretion, the orders sought should not be made in this case. Clearly, the Tribunal has a discretion under s 232 whether to make such an order. Depending upon the facts, there may be circumstances in which the Tribunal would refuse, as a matter of discretion, to make a work order of the nature sought by the appellant in these proceedings but we do not discern any such matters from the facts we have been presented with.

Findings about breach

41 In support of the necessary findings about breach by the OC and causation the appellant relied upon the material it presented to the Tribunal and also sought to rely upon some new evidence. As was the position before the Tribunal, the OC presented no evidentiary material to contradict the statements in the Hire A Hubby report dated 6 September 2019, which, as noted above, was a report commissioned by it.

42 Leaving aside the new evidence that the appellant sought to rely upon at a new hearing on appeal, the appellant's case of breach by the OC of s 106 of the SSMA resulting in consequential damage requiring new paintwork was a relatively straightforward and simple case founded upon the statements in the Hire A Hubby document and the uncontroversial fact that the roof work (installation of valley seals) recommended in that document was carried out and the assertion by the appellant that the leaks into the ceiling in the appellant's lot then ceased.

43 The material arguments about breach and causation put forward by the respondent can be fairly summarised as follows:

(1) The appellant has not shown evidence that the roof has failed or was defective. The Tribunal had before it a quote from the respondent's handyman (Hire A Hubby), who was not an expert, which made comments in passing about how water ingress might be prevented in the future. It was submitted that the highest that could be said about this document was that it was a quote from a tradesman who had an obvious bias in that he was submitting a quote to do works.

(2) The appellant had built its case on the presumption that the respondent would only undertake works to the roof if it was indeed defective but this was not an adequate basis upon which to find a breach.

(3) The respondent submits that it has made and continues to make all efforts to ensure that preventative measures have been taken to ensure the roof does not malfunction.

(4) In any event, causation of the damage as a result of the alleged breach had not been established nor has it been shown that damage to the internal ceiling was reasonably foreseeable. As to the former, it is possible that small amounts of water entered as a result of rare weather events or use of hoses in circumstances where no tiled roof can ever be fully sealed.

44 The respondent acknowledged that there was a strict duty under s 106(1), including to take preventative measures to ensure that common property did not malfunction: *Seiwa Pty Ltd v The Owners Strata Plan 35042* [2006] NSWSC 1157. In that case it was said by Brereton J (as he then was) that the duty involved that the common property in question be kept in a state which enabled it to serve the purpose for which it existed and that as soon as something in the common property was no longer operating effectively there had been a breach of the relevant duty: at [4] and [5].

45 In our opinion, the unrebutted document from Hire A Hubby, in conjunction with the fact that valley seals were installed as recommended, along with the matters we next refer to, are sufficient to establish breach of the duty in s 106(1) and causation of the relevant damage by such breach. The document is more than a quote. It was, correctly, described by the Tribunal as containing a report. The report was based upon the observations by the Hire A Hubby individual of both the relevant parts of the internal ceiling and paintwork and of the roof. The report is clear in connecting water stains on relevant parts of the ceiling with a particular problem with the roof and about a method of

overcoming a deficiency in the roof's ability to prevent water ingress. There was nothing in the material presented to the Tribunal to indicate that this remedy had been ineffective, thereby pointing to some other cause of water ingress. The fact that Hire A Hubby was engaged by the OC to carry out an inspection and report indicates that they had some expertise in this area and there was no evidence to prove otherwise.

46 If reasonable foreseeability of damage is a requirement of the claim, which is far from apparent, then such foreseeability is readily inferred. Damage to the paintwork of an internal ceiling from water ingress due to a roof that has not been kept in a state required by s 106(1) seems to us to be an obvious consequence.

47 In arriving at these conclusions, we have been mindful of the provisions of the NCAT Act concerning requirements of the Tribunal to act justly, quickly and cheaply, with as little formality as possible and that the procedure adopted be such as to facilitate the resolution of the issues between the parties in such a way that the cost to the parties and the Tribunal is proportionate to the importance and complexity of the subject matter of the proceedings: s 36 (1) and (4); s 38 (2) and (4).

48 In view of these conclusions, it is unnecessary for us to consider whether the appellant should be permitted to rely upon the new evidence presented on appeal and, if so, decide upon the significance of such evidence.

Orders

49 For the above reasons we make the following orders:

(1) The appeal is allowed.

(2) Set aside Order 1 of the orders of the Tribunal made on 14 July 2020.

(3) Order that within 30 days from the publication of these reasons, the respondent is to cause the ceilings in the bedroom and kitchen and living areas of the appellant's Lot 13 to be repainted, as recommended in Sections B and C of the section of the Hire A Hubby document, dated on or about 6 September 2009, appearing under the heading "Internal Inspection Of Ceilings".

****

I hereby certify that this is a true and accurate record of the reasons for decision of the Civil and Administrative Tribunal of New South Wales.
Registrar