

AUSTRALIA / JUDGMENT

Scoble v Schembri [2024] NSWCATCD 34

COURT

Civil and Administrative Tribunal

Source: caselaw.nsw.gov.au · Research copy typeset by Esheria. Not court-issued or certified.

Source record**Civil and Administrative Tribunal****New South Wales****Medium Neutral Citation:** Scoble v Schembri [2024] NSWCATCD 34**Hearing dates:** 23 February 2024**Date of orders:** 12 March 2024**Decision date:** 12 March 2024**Jurisdiction:** Consumer and Commercial Division**Before:** M Zraika, General Member

Decision: (1) The Tribunal declares pursuant to s 11 of the Residential Tenancies Act 2010 that the agreement between the Applicant and the Respondent in respect of room xxx of xxx fell within the exception in s 8(1)(c) of the Residential Tenancies Act 2010 and as such is not a residential tenancy agreement to which the Residential Tenancies Act 2010 applies.

(2) The application is otherwise dismissed.

Catchwords: Residential Tenancy – tenant or boarder**Legislation Cited:** Residential Tenancies Act 2010. ss 3, 7, 8, 13.

Boarding Houses Act 2012. s32.

Landlord and Tenant (Amendment) Act 1948. s8.

Cases Cited: Shapkin v The University of Sydney [2023] NSWCATAP 2

Pupuke v Stratford [2016] NSWCATAP 7

Wait v Wavel Heights P/L [2005] NSWCTTT 127

Pryor v Costa & Maroulis (Tenancy) [2005] NSWCTT 555

Roberts v Waverley M.C. (1998) 14 NSWLR 423

Guider v O'Neil [2019] NSWCAT

Jones v Dunkel (1959) 101 CLR 298

Category: Principal judgment**Parties:** Darren Scoble (Applicant)

Anthony Winston Schembri (Respondent)

Representation: Ms Crowley-Shaw, Solicitor (Applicant)

Mr Cook, Counsel (Respondent)

Solicitors: Legal Aid New South Wales (Applicant)
Hammond Nguyen Turnbull (Respondent)
File Number(s): 2023/00443206
Publication restriction: Nil

REASONS FOR DECISION

The Application

1. This matter was heard on 23 February 2024 and the decision was reserved pursuant to s56 of the Civil and Administrative Tribunal Act 2013.
2. These written reasons embody the findings of material facts, the applicable law, and the reasoning process leading to the conclusions and findings of the Tribunal.
3. The Applicant The Applicant Mr Darren Scoble filed an application with the Tribunal on 4 December 2023. The applicant seeks the following orders:
 1. a declaration that the agreement between the applicant and the respondent Anthony Schembri is a residential tenancy agreement.
 2. a declaration that the termination notice issued to the applicant was not given in accordance with the Residential Tenancies Act 2010.
 3. and an order restraining the respondent from breaching the residential tenancy agreement.
1. The Respondent denies the agreement between the parties constitutes a residential tenancy agreement falling within the provisions of the Residential Tenancies Act 2010 ("RT Act") and says at all material times the agreement between the parties was that of a boarder which is specifically excluded by s.8(1)(c) of the RT Act from the operation of the RT Act.

The Jurisdictional issue

1. Whether the Applicants agreement with the respondent constitutes a Residential tenancy agreement or an occupancy Agreement thus determining whether the Applicant is a tenant or a boarder.
2. Depending on the Tribunals finding regarding this jurisdictional issue will effectively determine whether the Tribunal has jurisdiction to hear and the determine the current application pursuant to the RT Act.
3. It should be noted for the avoidance of doubt that the Tribunal has jurisdiction per s. 32 of the Boarding Houses Act 2012 ("BH Act") to determine matters falling under that Act. However, the current application is not made under the BH Act.

4. In the current application the starting position is that the Tribunal has jurisdiction to determine whether it has jurisdiction to hear and determine the application under the RT Act.
5. The Applicant attended the hearing remotely and was represented by solicitor Ms Crowley-Shaw. The Respondent also attended the hearing remotely and was represented by Counsel Mr J Cook and Solicitor Ms Safiq.
6. Both parties gave oral evidence, and their legal representatives were given the opportunity to cross examine the applicant and respondent.
7. Both parties also relied on written evidence and submissions which were admitted without objection and given further opportunities to make oral submissions.
8. The Applicants material relied upon and marked as Exhibit A included the following:
 1. Statement of Mr Scoble dated 7 December 2023
 2. Written submissions on jurisdiction dated 7 December 2023
 3. Statement of Mr Schembri dated 11 December 2023
 4. Statement of Mr Schembri dated 16 December 2023
 5. Written submissions in Reply undated.
1. The Respondent material relied upon and marked as Exhibit R1 included the following:
 1. Statement of Mr Schembri dated 11 December 2023
 2. Statement of Mr Schembri dated 16 December 2023
 3. Statement of Barry Row dated 15 December 2023
 4. Statement of Clayton Riddiford dated 15 December 2023
 5. Statement of Justin Nankervis dated 15 December 2023
 6. Statement of Matt Schembri dated 15 December 2023
 7. Statement of Dean Turley dated 18 December 2023
 8. Written outline of Submissions dated 18 December 2023.

The Legal Principles

1. During the hearing of the matter the legal representatives for both parties indicated that it was common ground between the parties that the objective common law test of mastery, dominion and control was applicable to determining whether the Applicant was a tenant or boarder. The parties also referred to and relied upon a number of authorities which I have considered, some of which I refer to below.

2. Section 3 of the RT Act defines residential premises as follows:

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

1. Section 13 of the RT Act defines a residential tenancy agreement and states in part:

13 Agreements that are residential tenancy agreements

- (1) A residential tenancy agreement is an agreement under which a person grants to another person for value a right of occupation of residential premises for the purpose of use as a residence.
- (2) A residential tenancy agreement may be express or implied and may be oral or in writing, or partly oral and partly in writing.
- (3) An agreement may be a residential tenancy agreement for the purposes of this Act even though-
 - (a) it does not grant a right of exclusive occupation, or
 - (b) it grants the right to occupy residential premises together with the letting of goods or the provision of services or facilities.

Note-

See section 8 for agreements that are not covered by this Act. Section 7 sets out premises not covered by this Act.

1. The fact that section 7 does not list a registered boarding house as premises not covered by the RT Act indicates that parliament intended that the common law test was to continue to apply in determining whether a person is a tenant or boarder, notwithstanding the premises may be a registered boarding house.
2. Further, whilst a prescribed premises under the Landlord and Tenant (Amendment) Act 1948 is defined in s. 8(1A) of this Act to include a boarding house, no party provided any evidence or submissions as to whether the current premises which are said to have been used as a boarding house for over 60 years was a premises falling under the Landlord and Tenant (Amendment) Act 1948. If they were they would be excluded from the operation of the RT Act by virtue of s.7(a). However, as, no party addressed this issue, I find that there is insufficient evidence for me to make a finding on that question and therefore I must find that the premises are not a type of premises excluded by s7.
3. Section 8(1)(c) of the RT Act provides that the Act does not apply to: "an agreement under which a person boards or lodges with another person".

4. The expression "a person boards or lodges with another person" is not defined in the RT Act. However, the expression has been considered in a number of cases both by the Tribunal's predecessor, this Tribunal and the Appeal Panel both before and after the commencement of the BH Act.
5. In *Wait v Wavel Heights P/L* [2005] NSWCTTT 127 the Tribunal expressed the test as: "the Tribunal has to consider whether the respondent has retained "dominion" and "control" over the premises. This has been the traditional formulation of the test. These expressions distinguish leases from licences. The existence of dominion over the premises and control of the manner of occupation is contrary to exclusive possession under a lease. The result of such dominion is a licence, not a lease."
6. In *Shapkin v The University of Sydney* [2023] NSWCATAP 2 ("Shapkin") the Appeal Panel stated:
64. The expression "a person who boards or lodges with another person" is not defined in the RT Act. In *Pupuke v Stratford* [2016] NSWCATAP 7 (Pupuke) at [20] – [23] the Appeal Panel stated at [20] that the meaning of the expression is to be derived from case law. The Appeal Panel referred to the test set out in *Pryor v Costa & Maroulis (Tenancy)* [2005] NSWCTT 555 (Pryor), where the Tribunal's predecessor considered in detail the relevant authorities and concluded at [34]:

In summary, the occupier must have been granted, in consideration for value, the right to occupy premises, part of which may be exclusive, while the owner still retains, personally or by a servant, power to reprove all occupants who do not submit to the owner's will with regard to any matter touching upon the premises. The owner must remain the constant, conspicuous and prevailing authority over the premises on all matters.

66. The Appeal Panel considered the impact of the Boarding Houses Act 2012 (NSW) (which was introduced after Pryor) and concluded (at [23]) that the introduction of that legislation did not alter the test set out in Pryor, namely:

...for an occupant to be a boarder or lodger the owner "must remain in possession and retain his quality as master of the house, reserving to himself the general control and dominion over the whole, although he may have agreed to give to the other exclusive enjoyment of the occupation of part".

67. Mr Shapkin says he was not a boarder or lodger and relies on the decision of the Appeal Panel in *Hurley v Hurley* [2018] NSWCATAP 283 (Hurley) where the Appeal Panel said at [20]:

The relevant provision can only be section 8 (1) (c). Whether this applies would depend upon whether the appellant occupied the premises under an arrangement which could be characterised as board and lodging. In common terms board and lodging refers to the provision of both accommodation and food. There is simply no evidence provided by the appellant to that effect. Even if there was such evidence, it is arguable that once [the tenant's] mother died and he continued to stay in the property any arrangement of that kind in a practical sense would have

come to an end.

68. It is not entirely clear from Mr Shapkin's submissions how the decision in Hurley assists his case but in any event, to the extent that Hurley is inconsistent with Pupuke, we prefer the decision in Pupuke. Our reasons for this include that in Pupuke the central issue in the appeal was the proper construction of s 8(1)(c) and the Appeal Panel gave considerable attention to the issue, including by discussion of relevant caselaw and examination of the impact of the Boarding Houses Act 2012 (NSW). Hurley contained no such discussion and indeed included only one sentence, without citation of any authority, in relation to the construction of the provision. For this reason, we prefer the approach taken in Pupuke, which is that an assessment of the whole of the arrangement between the parties is necessary to ascertain whether it is a boarder or lodger arrangement.
69. Moreover, in our view the Appeal Panel in Hurley erroneously focussed on the meaning of the term "board and lodging" (emphasis added). This is not the language used in s 8(1)(c) which requires consideration of whether a person "boards or lodges" (emphasis added) with another person. Having regard to the ordinary meaning of section 8(1)(c), a person may be a lodger without necessarily being a boarder. The Appeal Panel did not make this distinction in Hurley.
70. We would add that neither Pupuke nor Pryor addressed the difference between the meaning of the terms "boarder" and "lodger". Rather they focussed on the collective characteristics of arrangements under which a person "boards or lodges".
71. We pause to observe that "boarding" and "lodging" have slightly different meanings. Our understanding of the terminology is that "boarding" is in effect a subset of "lodging" where the lodger, in addition to receiving accommodation, generally receives food or meals as part of his or her living arrangements (See *Noblett & Mansfield v Manley* [1952] SASR 155 at [158]). This is consistent with the ordinary meaning of the term "board" as reflected in the following dictionary definitions:

"..to occupy a room in a dwelling, often with meals provided, in return for payment: Macquarie Dictionary (Macmillan Publishers Australia, 2022);..."

1. This Tribunal is bound by the legal principles espoused by the Appeal Panel decisions in Pupuke and Shapkin, with regards to the determination of when a person will be found to be boarder or tenant and the proper construction of s 8(1)(c) of the RT Act.
2. The Appeal panel in Shapkin also stated at [81]:

Whilst a physical presence by the owner may be indicative of a lodging arrangement, a requirement for a physical presence would inappropriately limit what is meant by the stipulation that the owner "remain in possession and retain his quality as master of the house". It is the legal right to possession, not the physical fact of exclusive "possession" or occupation, that is decisive: *Swan v Uecker* (2016) 50 VR 74 at [36] (Croft J quoting McHugh J in *Western Australia v Ward* (2002) 213 CLR 1 at [502] – [504]).

1. The Tribunal has chosen to approach the determination of the issue by reference to the presumed intent of the parties when entering their agreement, which must be assessed objectively from the position of a reasonable person in the position of the parties, taking into account all the relevant facts and circumstances to establish on the balance of probabilities that the agreement is either a tenancy agreement falling within s13 of the RT Act or was an occupancy agreement falling within s8(1)(c) of the RT Act.

The Evidence

1. As such, the Tribunal must be satisfied on the evidence that a reasonable person in the position of the parties intended and proceeded on the basis that the owner retained his legal right to possession and mastery over the residence notwithstanding exclusive rights to occupation and enjoyment of a part or parts of the residence may have been provided to the other.
2. The parties' evidence and submissions addressed the nature of the premises and the circumstances evidencing the oral agreement and the characteristics of the arrangement.
3. It is accepted that an assessment of the objective totality of all the indicia of the arrangement will identify whether the agreement is one of a tenant or boarder.
4. Facts not in dispute between the parties:
 1. The Respondent operates a registered Boarding House in which the premises the subject of the arrangement are contained.
 2. The parties entered into an arrangement on about 1 December 2022 for the applicant to occupy part of the building containing the premises identified as Room 14 in annexure D to the respondents Exhibit R1 ("Building Diagram").
 3. The Applicant paid a fee per week of \$150 per week which was later increased to \$170 per week.
 4. The building containing the premises has a sign at the front which clearly states Boarding House.
 5. The building contains 18 separate rooms, communal Kitchen, toilets, showers, laundry, cloths line, garden, BBQ area, hallways and a veranda.

6. The building containing the premises at the time of initial occupation by the applicant had a door lock to the Room 14.
7. There were a number of other occupants in the building containing the premises which were occupied by other people.
8. The building containing the premises had CCTV surveillance.
1. The Applicant's evidence set out in a 1 page statement dated 7 December 2023 includes that:
 1. When he moved in the respondent informed him that there would be paperwork to sign, but such paperwork never eventuated.
 2. That he pays \$170 per week in rent.
 3. That he has a lock on his front door and no one is permitted to enter without his consent.
 4. That the respondent has a copy of the front door key but he is not aware of anytime where the respondent has used it to enter the premises.
 5. The premises is a self-contained unit with its own cooking facilities and sleeping area.
 6. The premises came fully furnished with a fridge, kitchen table, cabinet and bed. The applicant states that he provided everything else which included his own linen, bedding.
 7. The applicant is not aware of any house rules that applied to the building, or if there were house rules he was not aware of them because they were not enforced.
 8. There is no caretaker, manager or proprietor living on site of the building containing the premises.
1. The Respondent's evidence that the arrangement was that of a boarder in addition to the above included the following:
 1. That there was a caretaker on site. Whilst the respondent says he does not wish to give the name of the caretaker, and the applicant says there was no caretaker on site and accepts that a caretaker on site is an indicator that there exists an occupancy agreement, I find that the evidence of Dean Turley confirms that he was the caretaker on site, and the Building Diagram clearly identifies the residence of the caretaker as Room 1A. Mr Turley sets out his duties as the caretaker which relevantly include:
 1. The collection of fees from boarders when the respondent or his son Matt Schembri cannot attend,
 2. Refilling the toilet paper in toilets daily,
 3. Informs the respondent of supplies needed,
 4. Maintains the gardens,
 5. Handles minor complaints,

6. Garden maintenance of a lemon tree,
 7. Cleaning the kitchen, laundry room, and toilets every Wednesday and Sundays,
 8. Sweeping the carport every Wednesday and Sunday,
 9. When a boarder leaves - cleaning rooms, washing bedding and preparing such rooms for new boarders.
1. The applicant did object to Mr Turley's statement being admitted into evidence and did not request for Mr Turley be made available for cross examination.
 2. The respondent also relies on the statement of Matt Schembri dated 15 December 2023. The applicant did not object to Mr Matt Schembri's statement being admitted into evidence and did not request for Mr Matt Schembri being made available for cross examination. Mr Matt Schembri states he assists his father with the day-to-day management of the boarding house, which includes:
 1. Collecting weekly fees,
 2. Reviewing surveillance footage daily for any rule breaches,
 3. Liasing with boarders and the respondent.
 1. The respondent also relies on the statement of Justin Nankervis dated 15 December 2023. The applicant did not object to the statement of Justin Nankervis being admitted into evidence and did not request for Justin Nankervis being made available for cross examination. Mr Nankervis states:
 1. That he has known the respondent for about 16 years and been a boarder with the respondent for the last 3 years.
 2. That he sees the respondent at the building containing the premises about once or twice each day and sees Matt Schembri their regularly.
 3. That under the respondent's house rules no cooking is permitted in the rooms.
 1. The respondent also relies on the statement of Clayton Riddiford dated 15 December 2023. The applicant did not object to the statement of Clayton Riddiford being admitted into evidence and did not request for Mr Clayton Riddiford being made available for cross examination. Mr Riddiford states:
 1. He pays fees to the respondent in cash fortnightly,
 2. The fee is usually paid to the respondent or if he is not there to his son Matt Schembri or Dean Turley,
 3. The caretaker Dean Turley lives in the building containing the premises.

4. He has stayed at the boarding house on and off for the past 25 years. The same set of rules have always applied. These are summarised as respect one another, keep the area clean, pay the fees, do not disturb others, do not cook in the rooms.
1. The respondent also relies on the statement of Barry Row dated 15 December 2023. The applicant did not object to the statement of Barry Row being admitted into evidence and did not request for Mr Barry Row being made available for cross examination. Mr Row states:
 1. He has lived in the building containing the premises on and off for 8 years, and has been there fulltime for about 2 years.
 2. He pays fees to live there.
 3. When he received his room, it included a bed, blankets, sheets, pillows and pillow cases, bedside table, wardrobe, fridge, television, and air conditioner.
 4. Says there is a smoke detector in his room and it is against the house rules to cook in the rooms.
 5. There is a common kitchen for cooking, shared bathrooms and showers.
 6. Anthony Schembri usually does checks on the guests regularly, and he sees Anthony or Matt Schembri there at least once most days.
 7. Anthony Schembri would sort out any complaints.
1. The respondent Mr Anthony Schembri provided two statements both relied upon by the applicant. The applicant also had the opportunity to cross examine Mr Schembri. He was asked by the applicant's solicitor: "are you aware that people cooked in the rooms?" his answer was "...when I rent out the room I say there is no cooking in the room, they all say they agree.." there was no further cross examination. Mr Schembri gave evidence in his statements that:
 1. Boarders are all expected to share the kitchen, bathrooms, laundry and outside areas.
 2. There are security camaras in the common areas and he monitors the security footage as part of his management if the boarding house.
 3. He attends the property almost every day to liaise with boarders, monitor the property and ensure the common areas are clean and able to be used.
 4. He speaks to the boarders and receives feedback about the goings on at the property, and to make sure there is compliance with the house rules, and to collect rent.
 5. That Dean Turley lives at the property and is the caretaker, and assists him along with Matt Schembri when he is not there.
 6. There are 18 rooms and currently 17 individuals residing in the single level building.

7. The building comprises bedrooms not units.
8. That he provides all linen to residents, and all rooms have locks on them to which he keeps spare keys.
9. At some point he discovered the applicant had changed the locking devices on the front doors of Room 14.

Findings on evidence and the law

1. I note that on the balance of probabilities I accept the evidence of the respondent that the premises was a room not a self-contained unit. The Applicant has known the case and the evidence of the respondent and made submissions in reply on the legal issues. However, the Applicant has not adduced sufficient evidence to establish that the premises was a self-contained unit as opposed to the respondent's evidence that the premises was a single bedroom furnished with a fridge, bed, linen pillows. Even if I accept that the applicant had a toaster and frying pan, having those items in the premises does not transform the room into a self-contained unit. There is no evidence of any legal cooking facilities anywhere other than in the common kitchen area.
2. During the hearing counsel for the respondent asked the tribunal to apply the rule from *Jones v Dunkel* (1959) 101 CLR 298, that the fact the applicant did not provide evidence of the cooking facilities I should draw an (adverse) inference that such evidence would not have assisted his case. However, having made the factual findings below, it is unnecessary for me to consider drawing such an inference.
3. Whilst physical possession is unnecessary to remain in possession and retain quality as master of the house, I find that the overwhelming evidence is that the respondent did have a caretaker living on site and remained in physical possession.
4. I also find that the overwhelming evidence is that the CCTV surveillance in the common areas was monitored and checked daily. This is a striking feature in itself which speaks to the level of control retained by the respondent, a feature which is simply not present in the usual tenancy arrangements even where there may be CCTV in common areas of a building.
5. I find that the fact that the respondent may not have entered the room due to the locks being changed, is insufficient to negate the respondent's entitlement to enter the room on reasonable grounds. Indeed, Mr Schembri says that he attempted to enter the room and found the door locks changed. I find that the applicant sought to curtail access by Mr Schembri to his room by changing the locks. The changing of the locks supports the contention that the applicant knew Mr Schembri had a key and was entitled to enter the room.
6. I find that a reasonable person in the position of the parties armed with the totality of the objective indicia set out from the evidence outlined above would form the intention that the parties were entering into an occupancy agreement. I reach this conclusion based on the

above evidence and the following important features that point to a level of mastery demonstrated by the respondent such as the CCTV surveillance is constantly checked and checked daily, I find that Mr Dean Turley is the caretaker living on site, and that there are rules which include there is no cooking in the rooms. I find that the roles of Mr Turley, Matt Schembri and the respondent as set out in their statements was unmoved by the applicant's case in reply.

7. Indeed, the preponderance of the uncontested evidence was inconsistent with the applicant's position that he was a tenant and I find comfortably establishes that he was indeed a boarder.
8. The applicant refers to *Roberts v Waverley M.C.* (1998) 14 NSWLR 423 ("Roberts") which dealt with residents of a refuge. In *Roberts* the Court of Appeal adopted the test that a boarder was a person supplied "with food and lodging at a fixed price" which the Applicant says that the Tribunal must apply in this instance.
9. However *Roberts* did not deal with the test in s8(1)(c) under the RT Act, and if the submission of the applicant were to be accepted then that would be the sole criterion for determination of whether a person is a boarder or lodger with another person for the purposes of s8(1)(c) under the RT Act, which, would be inconsistent with the principles set out above and the Appeal Panel decisions see *Shapkin* at [90(2)].
10. In any event I distinguish *Roberts* on the basis it was not dealing with the proper construction of the test in s8(1)(c) under the RT Act, which includes that the boarding or lodging must be "with another person" in *Guider v O'Neil* [2019] NSWCAT [10] to [17] the Tribunal accepted the interpretation that the phrase with another person was a reference to the grantor of the right to reside at the premises or their onsite manager or any other person or agent of the grantor residing at the premises. I have already found that Mr Turley was the respondents caretaker residing at the premises and this approach is consistent with the legal principles set out in the Appeal Panel decisions in *Pupuke* and *Shapkin*.
11. The Appeal Panel in *Shapkin* noted that the ordinary definition of boarder was a subset of the definition of a lodger, such that a boarder was defined as to occupy a room in a dwelling, often with meals provided, in return for payment, *Shapkin* also stated at [90] that it is not inconsistent with that ordinary definition of a boarder for meals not to be provided, as was the case here. To hold otherwise would have the effect that the legal principles with regards to control or mastery would have little to no role to play in the test set out in s8(1)(c) of the RT Act.
12. I find that, the respondent attended the property regularly to pick up fees, and to ensure compliance with the rules. This was achieved by checking CCTV footage and asking the occupants to comply with the rules where there were breaches.

13. As, I have indicated above, the fact that the applicant may have changed the lock on his room, or no entry was made without his consent does not of itself negate the level of control that exists between the respondent and the applicant which is simply contrary to there being a relationship of tenant and landlord.
14. Further, the termination action taken by the respondent as a consequence of the applicant's breach of the rules, shows that the respondent was not simply monitoring but also enforcing compliance with the rules.
15. I consider that these and the other features of the arrangement referred to above meant that the respondent had sufficient "mastery and control" over the residence, in the manner described in Pupuke and Pryor, such that on the objective evidence the agreement contemplated and agreed between the parties fell within the boarder exception in s 8(1)(c) of the RT Act.
16. I declare pursuant to section 11 of the RT Act that the agreement between the parties is not a Residential Tenancy Agreement to which the RT Act applies.
17. Accordingly, having found that the agreement between the parties is excluded from the operation of the RT Act and therefore the Tribunal does not have jurisdiction to determine the remainder of the application, the Application is otherwise dismissed.

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

DISCLAIMER - Every effort has been made to comply with suppression orders or statutory provisions prohibiting publication that may apply to this judgment or decision. The onus remains on any person using material in the judgment or decision to ensure that the intended use of that material does not breach any such order or provision. Further enquiries may be directed to the Registry of the Court or Tribunal in which it was generated.

Decision last updated: 12 November 2024

Source & reproduction note

Judgment wording, source notices and original paragraph numbers are retained. Esheria supplies the layout and this PDF's page numbers; these are not the source pagination. This is a research copy, not an official or certified court document. Check quotations, citations and publication restrictions against the original source before relying on it.

ORIGINAL SOURCE <https://www.caselaw.nsw.gov.au/decision/19319a4d5eda3d4984bc42e9>

CASE PAGE <https://chat.esheria.ai/case-law/australia/scoble-v-schembri-2024-nswcatcd-34-2024>

Prepared on 29 October 2026 · Esheria