Australasian Legal Information Institute

Victorian Civil and Administrative Tribunal

YPG v GMK [2026] VCAT 457 (19 June 2026)

Last Updated: 8 September 2026

VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL

CONSUMER DIVISION

VCAT REFERENCE NO. R2025/10742

CATCHWORDS

Application for possession for rent arrears under section 91ZM of the *Residential Tenancies Act 1997* (Vic) –ongoing failure to pay any rent – significant and complex factors undermining the renter's ability to meaningfully engage in the process of seeking necessary supports – matter adjourned numerous times including a payment plan ordered under section 331 – failure to comply with payment plan – reasonable and proportionate matters taken into account under section 330A – significant rent arrears - possession order made with vacate date postponed under section 333 – orders directing the bond to be paid to the rental provider under section 213A – and orders for compensation for rent arrears.

APPLICANT	YPG
RESPONDENT	GMK
WHERE HELD	Melbourne
BEFORE	K Campana, Deputy President
HEARING TYPE	Final Hearing
DATE OF HEARING	5 February 2026
DATE DECISION RESERVED	1 March 2026
DATE OF ORDER	19 June 2026
CITATION	YPG v GMK [2026] VCAT 457

ORDER

For the written reasons provided, the Tribunal orders that:

1. The renter must vacate the rented premises **by 19 July 2026**.
2. On termination of the residential rental agreement the Residential Tenancies Bond Authority will pay the residential rental provider $2,346.00 in respect of the rent owing to the date of the application.
3. The renter must now pay the residential rental provider the balance of the rent owed of $28,830.70.

4. **At the request of the person who obtained the possession order and on payment of the prescribed fee the principal registrar of VCAT must issue a warrant of possession to be executed within 14 days after the date of issue**. **This request must be made after 19 July 2026 and no later than 19 December 2026**.

Warning to the renter: If you fail to vacate the rented premises by 19 July 2026 the residential rental provider can request the principal registrar to issue a warrant of possession. You may then be forcibly vacated from the rented premises by a police officer or an authorised person carrying out a warrant of possession.

K Campana

Deputy President

APPEARANCES:

For Applicant	Kate Holt, Nelson Alexander Ross Rushton, Advocate
For Respondent	In person

REASONS

1. This application for possession sadly reflects the complexities that many in our community face and the impact poor mental health has on someone's ability to maintain housing.
2. GMK ('**Renter**'),[1] despite offers of support and assistance, is unable to meaningfully engage in the process, or pay the rent, despite facing eviction under the *Residential Tenancies Act 1997* (Vic) *('**RT Act**')*.
3. The Renter blames society for her situation and expects that she should be provided free accommodation. When the law is explained to her, or she is told that she needs to pay the rent, the Renter claims she is being discriminated against or further abused by the system.
4. After being afforded numerous opportunities to pay rent throughout the process, including Tribunal ordered payment plans, the situation has now become untenable. Despite the Renter's personal circumstances, it is reasonable and proportionate for a possession order to be granted in favour of YPG ('**Rental Provider**') for the written reasons that follow.

BACKGROUND OF APPLICATION FOR POSSESSION

5. The Renter moved into the inner-city unit ('**rented premises**') in the middle of 2024, under a tenant transfer with the existing renter.
6. The rent was paid, relatively, on time by the Renter every month, for seven months, until the February 2025 monthly payment of $2,781.00 was missed.
7. On 27 February 2025, the Renter was given a notice to vacate for rent arrears under section 91ZM of the *RT Act* ('**1st notice**'). At the time the notice was given, the Renter was paid to 9 February 2025 and had $130.00 on account towards the February rent.

8. After a further 14 days of rent had accrued, on 13 March 2025, the Renter was issued with a second notice to vacate ('**2nd notice**'). At this time the rent was paid to 9 February 2025, with $1,230.00 on account, an effective paid to date of 23 February 2025.

9. On 22 March 2025, the Rental Provider issued a third notice to vacate ('**3rd notice**'), with the Renter paid to 9 February 2025 with $1,830.00 on account. The rent was effectively paid to 2 March 2026. However, a further 14 days of rent had not accrued between the giving of the 2nd notice and the 3rd notice and as such the Rental Provider had no entitlement to issue the 3rd notice.

10. On 7 April 2025, the Rental Provider lodged an application for possession relying on the 3rd notice.

11. With the 3rd notice being invalid, the application proceeded based on the 2nd notice.

12. At the time the 2nd notice was given to the Renter by email, the Renter was more than 15 days in arrears and owed $1,825.29. Between the date the notice was given on 13 March 2025 and the termination date of 28 March 2025, the renter made just one payment of $600.00.

13. After a number of hearings were cancelled, the matter ultimately came before me on 4 September 2025, at which time I made findings that the Rental Provider was entitled to give the renter the 2nd notice, that the notice was valid, and that the Rental Provider was entitled to make the application to the Tribunal for possession.

14. I also made findings that the rent was $2,781.00 per calendar month, and was paid to 9 June 2025, with $399.00 on account. The rent owed to 4 September 2025 was $7,555.41.

15. In accordance with section 331 of the *RT Act*, the possession application was adjourned with the Renter required to at least pay the rent each month due under the rental agreement, while she investigated obtaining additional funds to pay off the arrears (**'Payment Plan**'):

> **VCAT orders**
> **Renter to follow payment plan**
>
> 1. The renter will pay the residential rental provider the following sums towards rent owed on or before the dates specified:
>
> 10 September 2025 $2781.00
> 10 October 2025 $2871.00
>
> 10 November 2025 $2871.00
>
> 2. The renter is to continue making monthly rental payments and any amount she might be able to afford on top of the rent towards the arrears.
> 3. The renter is to also advise the agent no later than 30 September 2025, and take all reasonable steps, to obtain funding from any source possible to assist with the payment of arrears. (Evidence was provided today that efforts have been made to a number of agencies and the advocate has confidence that funding will be able to be secured.)
>
> **Rental provider can renew application for possession.**
>
> 4. The application is adjourned to a date no later than 31 March 2026 to be heard by any member of VCAT. If the renter fails to follow the payment plan the residential rental provider may write to VCAT asking for another hearing to seek possession. This must be done by 31 March 2026, or the application will be considered withdrawn.

16. It was renewed immediately after the first payment was made by the Renter but no payment was made towards the arrears. The renewal was subsequently dismissed at hearing on 13 October 2025, and the payment plan affirmed. At that hearing the Renter was accompanied by a support worker. The worker and the Renter were encouraged to seek financial counselling, legal advice and representation for any future hearing to assist with the presentation of evidence and submissions related to whether it was reasonable and proportionate to make a possession order. The Rental Provider was also advised that the Tribunal required evidence about outstanding repairs and the impact the non-payment of rent was having on the provider.
17. The proceeding was subsequently renewed with the Renter failing to comply with the Payment Plan.
18. The day before the hearing on 5 February 2026, the Tribunal was advised by the Renter's Aboriginal Engagement Worker with the Victim's Assistance Program that the Renter's legal representative had ceased support and closed their file and that she would once again be without assistance. The worker also stated that she did not believe the Renter would be able to represent herself due to her disabilities and declining capacity.
19. Over the months, the Renter has provided numerous documents to the Tribunal and made various submissions about why a possession order should not be made. The Renter was advised at the hearing that all of this would be taken into account, along with any additional information that she wanted to provide.
20. The parties were also given the opportunity to provide additional evidence related to a consideration of whether or not it was reasonable and proportionate to make a possession order:
2. The matters to be considered are detailed at the end of the order. In particular the Tribunal has noted the absence of the following documentation:

From the Applicant / Rental Provider

(a) A copy of the notice of rent increase given to the renter, which took effect from Dec 2025.
(b) Financial statements or other evidence of the financial position of the rental provider and the impact that the non-payment of rent by the renter is having on that financial position and any impact it is having on the rental provider's ability to manage other housing or rentals within its portfolio or under any funding arrangement.

(c) Any other matter that is relevant and should be taken into consideration relating to this rental agreement.

From the Respondent / Renter

(a) Details of why the renter says she has not paid or is unable to make payments of rent, noting that the last payment made was on 28 November 2025 in the amount of $560.
(b) Whether the renter will soon be able to make payment of the rent and what her current source of income is and any change anticipated to that in the near future?

(c) What actions the rental provider has taken, or not taken, in relation to their duties under the rental agreement which the renter says should be taken into account and are relevant to the payment of rent?

(d) The impact a possession order would have on the renter, taking into account ay past experiences she has had and any post traumatic stress disorders, any matters of cultural

significance, any mental health impacts, any disability impacts, any physical health impacts etc.

(e) Anything else that the renter believes should be taken into account and is relevant as to whether a possession order is made.

3. Directions will be made for the parties to provide evidence and submissions in relation to the above and any other matter they believe is relevant to the issue of whether it is reasonable and proportionate that a possession order is made.

21. A timetable was then set for the parties to provide the additional evidence and make submissions, with the decision marked as reserved from 1 March 2026. I also included the matters required to be taken into account under the Reasonable and Proportionate test in the order for the parties to refer to.

22. The following are my reasons for determination.

Renewal of Payment Plan

23. On the return of a payment plan, subject to the rent that has been paid, there are two orders the Tribunal is to consider under section 331(3) of the *RT Act*:

(a) It **may** make a possession order if the renter has continued to accrue arrears of rent during the adjournment period, or

(b) It **must** dismiss the application if all the arrears which were the subject of the original application have been paid and the renter has accrued no further arrears of rent between the application date and the latest hearing.

24. The 4 September 2025 Payment Plan required only that the Renter make payment of the rent required under the rental agreement, being an amount of $2,781.00 per calendar month to 01 December 2025 and $2,890.00 thereafter, and did not require, at that time, any payment towards the arrears. However, the Renter was strongly encouraged to reduce the arrears, if she could afford it. The Renter was also to take all reasonable steps to obtain funding from available sources to make payment of some of the arrears, with the Renter's advocate confident that funding could be secured.

25. The Renter made the first payment of $2,781.00 on 10 September 2025 in compliance with the Payment Plan. This payment resulted in the rent being paid to 9 July 2025 with $399.00 on account.

26. The Renter made no payment in October 2025, with the next and only payment subsequently towards the rent being made on 28 November 2025 in the amount of $560.00. The rent is now paid to 9 July 2025 with $959.00 on account.

27. The Renter has made no further payments towards the rent. Nor has she secured any funding to contribute to the rent owed.

28. As the Renter has failed to make payment of the arrears and has continued to accrue rent during the adjournment period, I may consider making a possession order.

29. It is noted that the rent increased to $2,890.00 on 10 December 2025, pursuant to a Notice of Proposed Rent Increase dated 30 September 2025. The Renter has not formally challenged this notice of rent increase but submits that no increase should have been made given the poor condition of the rented premises.

30. There is no basis within this application, on which I can make a finding that the rent is excessive, thus reducing the amount owed by the Renter. However, the state of the rented premises or the behaviour of the Rental Provider are matters that are relevant to a consideration of whether it is reasonable and proportionate to make a possession order.

31. The rent is paid to 10 July 2025 with $959.00 on account. The rent owed to 19 June 2026, being the date of this order and reasons for decision is calculated as follows, on the basis of evidence that there has been no further payment of rent since November 2025:

(a) Rent from 11 July 2025 to 10 December 2025 at $2,781.00 per calendar month, less $959.00 on account = $13,029.79
(b) Rent from 11 December 2025 to 19 June 2026 at $2,890.00 per calendar month = $18,146.91

Total amount owed = **$31,176.70**.

Reasonable and Proportionate Considerations

32. A possession order must be made if, in the circumstances of the particular application, it is reasonable and proportionate having regard to the matters in section 330A of the *RT Act*, to make a possession order taking into account the interests of, and the impact on, each of the following:

(i) the rental provider,

(ii) the renter, and

(iii) any person who has been affected by the acts or behaviour of the renter.

33. The matters under section 330A will be considered in turn as they relate to the interest and impact on the rental provider and renter in this application for possession for rent arrears.

330A(a): the nature, frequency and duration of the conduct of the renter which led to the notice to vacate being given, including whether the conduct is a recurring breach of obligations under a residential agreement

34. The Renter has failed to comply with the Payment Plan to pay the ongoing rent that is due and payable under the rental agreement.
35. She has not made any payment towards the rent since late November 2025, and the rent owed now sits at more than $30,000.00.
36. The nature, frequency and duration that the Renter has not complied with her obligation to pay rent to reside in the rented premises is a factor that supports a finding that it is reasonable and proportionate to make a possession order.

330A(b): whether the breach is trivial

37. The payment of rent is a fundamental term of any rental agreement. It is one of the primary obligations of a renter, and the failure to pay, even the daily rent, as and when it falls due, is paramount.[2]
38. The failure of the Renter to make the payment of the rent for an extended period of time is anything but trivial.
39. There is no basis on which a finding could be made that the breach is trivial, or that it is not reasonable and proportionate to make a possession order based on this criteria.

330A(c): whether the breach was caused by the conduct of any person other than the renter

40. The obligation to pay the rent falls squarely on the shoulders of the Renter.

41. The Renter claims that she has been denied supports to assist with the payment of the rent, including funding packages for victim survivors of family violence because she has been '*let down by all the family violence services in my area*'.[3] She says this funding would have been used to pay three months' rent so that she could rest and recover.
42. The non-payment of the rent has extended beyond three months and now involves more than 11 months of arrears. However, I accept assertions by the Renter that the inability to take the time to recover has meant that her ability to resume work has, and continues to be, impacted.
43. It is impossible however to be satisfied on this assertion that the breach in non-compliance was caused by the conduct of any other person, other than the Renter. The obligation to pay the rent falls on the Renter and is not dependent on funding supports or assistance.
44. This is not a factor that would weigh against a finding that a possession order was reasonable and proportionate.

330A(d): Any application by the renter related to family or personal violence

45. Under section 330A(d), the Tribunal must consider whether the renter has made an application for a family violence safety notice, family violence intervention order, recognised non-local DVO or personal safety intervention order and-

> (i) if an application has been made, whether a family violence safety notice, family violence intervention order, recognised non-local DVO or personal safety intervention order has been made and whether the notice or order is still in force; and
> (ii) if a notice or order was made, whether it included an exclusion condition;
>
> (iii) any other matter in relation to family or personal violence the Tribunal considers relevant.

46. The Renter says she fled family violence in June 2024 (at the time that she moved into the rented premises) and has suffered a prolonged history of mental and physical abuse.
47. In June 2025, the Renter wrote to the Tribunal indicating that she had been let down by her lawyer at Legal Aid.
48. Additionally, the Tribunal has been provided with a copy, after the hearing, of a personal safety intervention order taken out against a neighbour. The interim order, dated 2 January 2026, was not produced at the hearing or referenced. Nor was the incident to which it relates, being a '*serious incident and assault*' from 21 November 2025.[4]
49. The Renter claims that the agent for the Rental Provider has refused to issue the neighbour with a notice of breach of duty and that the agent knowingly did not include the information in the material before the Tribunal, and that the actions of the agent have been discriminatory.
50. Neither the Rental Provider or the agent have responded to the allegations. No further information about the assault, or the circumstances in which it occurred, or any report to the Rental Provider have been made.
51. The history of family and personal violence, and their obvious and known impacts on victim survivors, are matters I take into account in this application. The importance of safety and security of home to a victim survivor in particular is a matter that counters against any finding that it is reasonable and proportionate to make a possession order.

330A(e): whether the breach has been remedied as far as practicable

52. There has been no remedy of the failure to pay the rent and this breach has been ongoing for a prolonged period of time.
53. Despite claims that the property is in a state of disrepair, no application has been made in relation to this, or any reduced rent paid that the Renter believes is a fair price, taking into account the condition of the property.
54. This failure to pay any rent or remedy the breach is a factor that supports a finding that it is reasonable and proportionate to make a possession order.

330A(f): whether the renter has, or will soon have, capacity to remedy the breach and comply with any obligations under the residential rental agreement, as the case requires

55. The Renter has not provided any evidence of any engagement with supports, any financial counselling, any change to any income being received, or any documents to indicate a change in her circumstances or even a willingness to make an effort to pay the rent.
56. The lack of evidence, and the history of non-payment of rent, suggests the Renter has no intention or means by which to remedy the breach.
57. This matter weighs in favour of a finding that it is reasonable and proportionate to make a possession order.

330A(g): the effect of the conduct of the renter on others as a renter

58. The Rental Provider has limited the evidence provided to the impact the non-payment of rent has had on it, and its investors. There is no evidence about the impact on other renters.
59. The Renter is the only person named on the rental agreement and lives in the property with her child.
60. There is no other renter impacted by the Renter's non-payment of rent.
61. This factor is not a relevant consideration in this case.

330A(h): whether any other order or course of action is reasonably available instead of making a possession order

62. The Renter has been afforded multiple opportunities to remedy the breach and pay the rent. The matter was adjourned by orders made on 30 May 2025, 17 June 2025, 20 June 2025, 25 August 2025 and the Payment Plan order of 4 September 2025.
63. There was a further adjournment on renewal of the proceeding on 2 October 2025, 7 January 2026 and 19 January 2026 before the resumed hearing on 5 February 2026.
64. The Renter has been provided with every opportunity to engage in financial counselling, secure funding, engage with support workers and obtain legal representation.
65. All alternative avenues to a possession order have been explored and have proven either unavailable or the Renter has been unwilling, or incapable, of engaging.
66. There is no other order or course of action that is reasonably available instead of making a possession order. This conclusion weighs in favour of a finding that a possession order is reasonable and proportionate.

330A(i): as the case requires, the behaviour of the residential rental provider or the provider's agent

67. The Renter has referenced that there are ongoing issues with the Rental Provider and the agent related to breaches of the obligation to maintain the rented premises in good repair:[5]

> I am yet to file the Notice of Breach of Duty and Notice of Maintenance. In this is a request for compensation for multiple breaches to multiple sections of the legislation, including misleading advertising, making us wait three months for locks to secure the courtyard and one month for a replacement lock after the building was burgled and two bikes (one was mine) were stolen.....

68. No further particulars of this breach by the Rental Provider have been provided since this statement in May 2025 and no application for compensation has been made by the Renter.
69. On 6 January 2026 the Renter wrote to the agent and referenced an issue with the stairs. This email was included in the documentation filed by the Rental Provider:

> .. But here's an interim written notice of breach for insufficient repair of the stairs.
> You also continue to be in violation of repair times as part of the stairs and railing remain degrading and dangerous.
>
> On this basis, and the fact that the building is too structurally poor to have fly security screens installed, my advice is that VCAT is likely to condemn the property. These repairs can't be done, and I also do intend to have the building inspection sign off on one of the buildings not meeting code.

70. An email copied to the Tribunal in February 2026 from the Renter references the rental increase:

> Please be advised that the rental increase was entirely not consensual in writing. The building is degrading, of poor standard and requires a building assessor and rental reduction by negotiation considering all relevant factors, including negligence and harm by Nelson Alexander and (the Rental Provider).

71. No photographs of the property have been provided and as such the Tribunal is unable to consider the merits of the claim arising related to the state of the premises.
72. The claims that the Rental Provider has failed to take action against a neighbour are also matters that have not been explained by the Renter or explored. This information and evidence was provided after the hearing in February 2026.
73. In submissions provided by the Rental Provider, they claim not to be aware of any Family Violence or Personal Safety orders. However, they have included an email dated 3 December 2025 where the Renter references her interactions with the neighbour and respondent named in the Personal Safety Intervention Order ('**PSIO**'), and a further email dated 5 January 2026 whereby the Renter references the PSIO and asks that the neighbour is 'breached'.
74. I do not accept that the Rental Provider was not aware of repair issues at the rented premises or complex or that the Renter has not alerted them to issues associated with a neighbour, as the evidence from the agent clearly points to matters raised by the Renter. There are no responses to these matters in the email trails.
75. The only information the Tribunal has are broad claims that the Renter has made about the Rental Provider failing to complete repairs at the rented premises and that it has failed to take action against the neighbour. No application to the Tribunal has been made by the Renter to enforce her rights under the rental agreement.
76. There is insufficient detail about any breach by the Rental Provider of its obligations under the rental agreement for me to be satisfied that it is not reasonable and proportionate to make a possession order.

330A(j): any other matter the Tribunal considers relevant

77. There are a number of additional matters that are relevant to the impact and interest a possession order would have on both the Renter and the Rental Provider that require exploration and consideration.

Position of the Renter

78. The Renter is under the care of a psychiatrist and has mental health challenges including depression, anxiety and complex PTSD, many of which are exacerbated or associated with historical abuse. She also has diagnosed disabilities including autism and ADHD.
79. The Renter is aboriginal and has a support worker who has appeared at various times to assist her before the Tribunal. Additionally, the Tribunal has offered and attempted to provide assistance to the Renter through the Koori Support Engagement team. This has proved unsuccessful as the Renter has failed to respond to any contact by the VCAT support officer.
80. The Renter asserts that the Tribunal has failed to assist her in this process as required:

> I'm Aboriginal, as an Aboriginal person with disabilities, who is also a single mother and a victim/survivor of suicide and a decade of extreme family violence – has VCAT taken any steps or liaised with me whatsoever to ensure my needs and rights are met and that I am adequately supported? No.

81. I reject the Renter's claims that she has not been offered assistance or support. The Tribunal cannot advocate for a party as it must remain impartial, however it can, and does, provide assistance and support to ensure a party is able to engage fully in the process. We have a Koori engagement team, Family Violence support officers, disability support officers and Court Network. The Renter in this case has had VCAT support services reach out to her, but she has failed to engage with them. Additionally the Tribunal has case managed this file to ensure that the Renter has been offered every opportunity to seek additional supports outside the Tribunal as a means to assist not only her recovery, but also so that she may take necessary steps to protect her rental agreement.
82. The Renter's Aboriginal Engagement Worker with the Victims Assistance Program advised the Tribunal the day before the scheduled hearing that the Renter's legal representative had ceased to provide support. The Worker provided her views on the difficulties facing the Renter and what it would mean for the Renter if a possession order was made:[6]

> I would like the Court to know that (the Renter) has experienced significant systems violence which has resulted in her opportunity to heal and recover from family violence to be denied. Please know that the rent arrears for (the Rental Provider) are not due to (the Renter) not wanting to pay – it is simply that she has been left to fall through the cracks of the state and federal systems which have forced her into this vulnerable position. (The Renter) is battling each and every day with her complex trauma and disabilities, yet I fear what will happen if she is displaced by this matter. (The Renter) actively engages with services and supports but is devastatingly a victim of harm due to lack of resources, lateral violence and funding constraints. (The Renter) is simply trying to survive in a world which is actively working against her, and I hope this is recognised and considered by the Courts.

83. The Renter provided submissions to the Tribunal ahead of the February 2026 hearing and has continued to repeat those claims. She has objected to the application for possession proceeding, and

has consistently sought for the matter to be adjourned indefinitely:[7]

> I was severely psychologically harmed and have continued to be degraded and violated since. In the event of ruling in favour of a possession order, this is a violation of law and lore in the highest orders.
> There are seven absolute rights VCAT and all arms of the Commonwealth must adhere to. If VCAT proceeds today and as much as forces me to utter a word – violation.
>
> My right to life is primary, my right to be free from torture, cruel and degrading treatment. I have a neurological disorder from landlord negligence and the VCAT harm. This is the most humiliating and degrading situation for an Aboriginal mother, victim/survivor.
>
> The VCAT member violated article 7 when she made me suicidal and the harm continued to exist as each hearing has me further deteriorate. I was deemed unfit for these hearings. I've been dragged through them since. Why? Where are my protections? It is unacceptable to not remedy before continuing to drag me through these conditions VCAT itself created.
>
> There are seven rights you must adhere to. Inclusive of the special measures for Aboriginal people and people with disabilities.
>
> Granting a possession order is a violation of the highest degree.
>
> These are my submissions. Along with the ledger and invalid notices, I believe this matter is dismissed. We must hear issues from my side. They are extreme.
>
> ***
>
> The law is entirely organised to protect these 7 rights. I refuse for these to be violated by the tribunal.
>
> VCAT is not allowed to rule against me or to displace us. The law prevents this in every way.

84. The Renter has not referenced any law that prohibits a possession order being made. I am, however, required by the *RT Act* to consider the impact a possession order will have on the Renter, and that necessarily requires a consideration of her personal circumstances.
85. The Renter has stated in correspondence to the Rental Provider that she is 'a survivor of suicide and multiple perpetuations of violence'.[8]
86. I acknowledge the significant violence and trauma that the Renter has experienced, her complex disabilities and the impact this has on the Renter being able to obtain and maintain employment or engage with support services.
87. While there is no detailed medical evidence available, the numerous emails from the Renter herself and the ones put into evidence by the Rental Provider, indicate that the Renter is in a state of crisis. The emails are often incoherent at times and can only be described as ramblings. While crying out for assistance and protection, the Renter blames everyone else for her situation and does not acknowledge she should take any steps necessary to receive that help.
88. The Renter's prolonged history of abuse and trauma, her cultural heritage, her disabilities and her care for a child are all factors that support the continuation of this rental agreement and are matters that weigh against a finding that a possession order is reasonable and proportionate.

Position of the Rental Provider

89. The Rental Provider says that the non-payment of rent by the Renter is having a significant impact on the members of the Trust:[9]

2. As per the profit and loss, there is continuous outgoings for the property and without rent received, the trust needs to make payment of these outgoings with their own funds.

3. The funds borrowed to purchase the property is outside of the trust. The investors of the trust have basically borrowed to purchase the property and they receive a distribution of the net rental proceeds to meet their obligations. As they are not receiving rental proceeds, they need to make payment of the obligations by their own means.

90. The financial position of the members of the trust has not been disclosed. However any investor expects to see a return on that investment, and there is no doubt that the non-payment of the rent, by this Renter, is having a significant impact on the Rental Provider and associated trust members.

91. The Rental Provider is not a provider of social or affordable housing and does not receive any subsidies for reducing the rent or offering accommodation to vulnerable individuals.

92. The Renter claims that the Rental Provider has other properties that it owns and that they have not been transparent about their financial position.

93. The Rental Provider has not responded to these claims, but it is noted that the financial information provided is limited to the rented premises only, and not any other units in the complex also owned by the Rental Provider.

94. The Rental Provider has stated that the lack of rent means that it needs to divert other funds to the payment of outgoings on the unit. I accept that this means that the Renter's failure to pay the rent is having an impact on the Rental Provider meeting its other obligations, including other services it provides.

95. The financial impact on the Rental Provider of the Renters non-payment of the rent is a matter which supports a finding that it is reasonable and proportionate to make a possession order.

CONCLUSION

96. The Renter has been in breach of the fundamental obligation to pay rent under the rental agreement for a considerable period of time with arrears now sitting at $31,176.70.

97. Despite her claims that she does not need to pay rent due to the state of the premises, or that her personal circumstances prevent a possession order being made, the Renter has been advised on numerous occasions that her failure to pay the rent places her accommodation at risk.

98. The Rental Provider is a private rental provider. It is not a public or social housing provider and the rent is not subsidised by any government agency.

99. The Renter has been afforded numerous opportunities to engage with supports, seek legal assistance and secure funding. The Possession Application has been adjourned a number of times and payment plans have been made.

100. If the Renter had at least continued to pay the rent, as and when it fell due, arrangements could have been made in relation to the arrears. But the Renter has not paid one cent towards the rent since November last year. The breach is significant, and, according to the Rental Provider, is continuing.

101. The Renters history of being a victim survivor of violence, her mental health and disabilities, her (and her child's) needs and circumstances, all weigh heavily against a possession order being made. Homelessness, or at least a lack of secure housing, will have a significant impact on her and no doubt her ability to engage with supports.

102. However, the Rental Provider is not a charity and it should not need to step in and assist the Renter, even if other supports and government agencies are unable to help. The Renter's ongoing failure to pay the rent to this Rental Provider is having a significant impact on the financial operations of this provider.
103. The Renters disregard for her need to pay the rent and her non-compliance with this fundamental obligation of the rental agreement over at least six months, means that, in balancing all the matters under section 330A of the *RT Act* referenced above, I am satisfied it is reasonable and proportionate to make a possession order.

OUTCOME

104. As it is reasonable and proportionate to make a possession order, that is what I **must** do.
105. The Rental Provider has asked for the bond to be paid to it, in reduction of the rent arrears. At the time the application was made on 7 April 2025, the rent arrears exceeded the bond of $2,346.00. The arrears owed at the date of this order well exceed the bond. Directions for the payment of the bond to the Rental Provider will be made in accordance with section 213A of the *RT Act*.
106. There will also be an order for the balance of the unpaid rent of $28,830.70, (being the rent owed of $31,176.70, less the amount of the bond of $2,346.00), to be paid by the Renter to the Rental Provider.
107. The Renter will clearly need time to find alternative accommodation, along with other supports she needs and as such it is appropriate to delay the date that she must vacate the rented premises for the maximum time allowed by the *RT Act*, being 30 days after the date of the order.[10]
108. As the date by which the Renter must vacate is 30 days after the date of the order, I have no power to postpone the issue of any warrant of possession, which is likewise limited to 30 days after the date of the order.[11]
109. Orders for possession will be made in accordance with section 333 of the *RT Act*.

K Campana

Deputy President

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[1] Due to the sensitive matters disclosed by the Renter, her name has been anonymised in accordance with section 166 of the *Family Violence Protection Act 2008* (Vic) and section 80 of the *Victorian Civil and Administrative Tribunal Act 1998* (Vic).

[2] Section 39 of the *RT Act*: *For the purposes of this Act, rent under a residential rental agreement accrues from day to day and, subject to section 91ZH, is recoverable or refundable on that basis.*

[3] May 2025 submission from the Renter.

[4] Email from the Renter dated 16 February 2026.

[5] Document submitted by the Renter dated 27 May 2025.

[6] Email from the Renter's support worker dated 4 February 2026.

[7] Email from the Renter dated 5 February 2026.

[8] Email from Renter to the agent for the Rental Provider dated 27 February 2025.

[9] Statutory Declaration of Nicole Parsons, Chartered Accountant, declared on 12 February 2026.

[10] Section 333(1)(a) of the *RT Act*.

[11] Section 352(2) of the *RT Act*.