

5 / 325 Orrong Road,  
ST KILDA EAST 3183.  
30<sup>th</sup> December '21

Belle Property St Kilda  
204-212 Barkly Street  
ST KILDA VIC 3182.  
Attn: Monique Mac, Property Manager

### Notice of my vacating this flat

Please find below a detailed list of the circumstances/events that have combined to point up with absolute clarity the fact that this flat is in a condition totally remote from that advertised; and also that it will not, under the ægis of its current landlord, be brought back to anything like that which I fondly imagined I was coming to rent.

I had been obliged to find another place to live by rapidly worsening arthritis in my hands that made it impossible to continue living in my top-floor Maribyrnong apartment with various modern fittings needing hand coordination I could no longer supply; and this occurred during the most recent lockdown. Thus was I unable to sight this flat before signing the lease and moving in to it.

1. I came across your agency's ad in realestate.com.au and was happy to find it ([att-1.jpg](#)) and ([att-2.pdf](#)).  
The most sensible step here is for me to attach shots from now – as opposed to those in your ad which were, you told me on the phone, taken not during the tenancy previous to mine but during the one before that. They are certainly very old, your photos, and entirely unlike mine ([att-3.pdf](#)).
2. You told me by phone, when I asked – and I know well that I did, for it is something I *always* ask about – that the flat has washing-machine taps in the bathroom. I was very happy, and broadcast this fact to the people who follow my blog (<https://wp.me/p6zYMn-5h2>).
3. Not many more days later you said when I pressed for more info that you'd been told there are actually no taps, but there is a communal laundry right next to my flat (you thought initially I might even be able to install my own washing-machine in it).

Leaping ahead by the three months I've been here, it transpires that

- a. The washing-machine performs only one rinse, and does that so badly that soap is being visibly squeezed out into the sink from the beginning of the spin cycle to its end. I have done washes using only a teaspoon of washing liquid, and **still** soap is pumped out during the spin;
- b. The dryer's run is 90 minutes and there are no alternatives other than simply removing one's dry clothes during this lengthy period and wasting half one's money;
- c. Both these machine – AND THE PAIR IN THE OTHER BUILDING ENTRANCE – are run via one electrical circuit only. One circuit for four heavy-duty machines. I rather think this is illegal; but of course the Body Corporate wouldn't do that;
- d. The result of this wiring is that the machines are frequently stopped by the power's cutting out. Brian the laundryman instructed me by phone to trudge all the way down the building, out across the front and back into the garbage-bins area (not a nice place to be in) where I find a revolting old cupboard that I must struggle to open and then struggle even more - using something as a tool because the circuit-breakers are right up at the top - to push the circuit-breaker that's fallen back to its 'up' position.

I've only done two washes when the power hasn't gone off; and in my last wash a few days ago it went off TWICE !!

The laundry has proved the last straw for me: at the age of 78 there should be nothing even remotely like this required of me as a tenant. Brian's saying that he will ask the Body Corporate to install an additional circuit made me almost laugh ([link](#)).

4. Travelling back in time: I had the move from hell from Maribyrnong and arrived here exhausted. Not a good condition in which to find
- a. The bathroom with
    - i. Its **disgusting** and completely illegal toilet
      1. that shreds toilet paper and returns it to the pan, sometimes accompanied by part of what the user has just ejected;
      2. a plastic cistern above the seat that looks as if it's been chewed by rodents and has some kind of design sticker pasted on the front in an attempt to deceive the eye;
      3. a toilet seat/lid combination made of plastic so thin that the user felt as if sinking in – which I replaced with a soft-close solid combination almost immediately;
    - ii. A plastic 'vanity' that has
      1. A cigarette burn on its rim,
      2. A blackening split all down one side where it joins the wall,
      3. A very large and ugly hole at the bottom of this split,
      4. A hole hacked by hand in its inner shelf, so big that bathroom items fall through when I'm trying to find something,
      5. Doors that do not want to open and always have to be forced **brutally** (by my very arthritic hands),
      6. A filthy line across the top at the back where it joins the wall and is splitting away.
    - iii. A shower door frame that seems to've been constructed from second-hand pieces of metal; and when one pushes it open one repeatedly breaks one's thumb-nail.
    - iv. A towel-rail – since repaired by Rob Williams, but with a caution – that was hanging out of the wall at both ends.
    - v. Small heavy floor tiles that have simply been put on top of whatever was the original flooring and are thus sitting proud of the beading at the doorway where the bathroom goes off from the hall. This is a disaster waiting to happen – especially for an ancient ! – and has already resulted in a badly broken tile at the edge. Which has just been left there. (Belle Property should thank your stars that I have not managed to get my Home Care Plan Coordinator to arrange for an Occupational Therapist to visit me: the result would have caused both the company and the landlord to have conniption fits.)
    - vi. A light-switch fitting that's
      1. Crooked, and
      2. Split above and below the little tongue. I'm told this also is illegal.
  - b. A kitchen with
    - i. A 'swivelling' faucet that didn't swivel and was rigid with filthy grease. I very quickly bought and paid for a new one that does swivel, and Rob used it to replace this;
    - ii. A sink that hadn't been cleaned: it took me a very long time to get rid of the build-up of filth in the front corners;
    - iii. A cupboard under the sink that has so ludicrously water-damaged a shelf that a lot of space there can't be used;
    - iv. A collection of cupboard doors that cannot be shut because they are no longer hanging properly – a couple with broken hinges that can be seen;
    - v. A stove – now replaced, but not because I asked for that to happen: it was condemned by the gas inspector – that was so filthy on the outside that I used a large wooden tray to cover it at the bottom right;

- vi. No extractor fan above the stove, and the cupboard above it far too low~~o~~ so that the newly-applied paint on the cupboard was instantly affected and is now heat-damaged. The fan meant to extract is high in the window to the right of the stove, and completely useless;
  - vii. ONE ONLY double power-point, the cover of which is plastic and appears to have been burned;
  - viii. Lino-tiled flooring that needs replacing;
  - ix. A bare hanging light-bulb making all these faults look as bad as possible. I eventually found the cover and a friend put it back on.
- c. The carpet. This is a story in itself.
- i. I have never seen A CARPET AS BADLY STAINED, IN SO MANY PLACES AND WITH SUCH SPREAD. In the second bedroom someone has actually drawn some kind of ‘design’ on the carpet !
  - ii. When my cleaner came the first time, he lifted so much dirt off the carpet (and hard flooring) it was perfectly clear either that it had not been even vacuumed in recent times.
5. Subsequent to these unpleasant discoveries there was requirement for a plumber to see to the replacement of all washers on kitchen and bathroom taps, which was done, and effectively. His report on the toilet was an attempt to save the landlord from having to replace it right now, but didn’t protect it from the Department of Consumer Affairs’ condemnation. There was also need for the installer of the new but bottom-of-the-range split system to return to help me operate it in its limited capacity (no horizontal swing, and an abbreviated function display impossible to follow unless familiar with it).
6. On several occasions you ‘reminded’ me that the landlord very recently spent more than \$3K on having the flat painted. If this had included the skirting boards the end result would have been very different; but they still show their (probably) original scuffed, stained and dirty paintwork and thus reduce the over-all effect of the new paint to almost zero ([att-4.jpg](#)).
7. You<sup>+</sup> and I were made suddenly aware that this building has no intercoms – security doors on both entrances, but no way for anyone arriving to make contact with a resident without having to call him or her on a phone, and this all StarTrack delivery drivers are forbidden to do ! As I have no car, I do all the shopping I can’t do across the road on-line, and so require deliveries once or twice every week. To say my life has been made hell by the need to CONSTANTLY monitor where my parcels are and whether they will be dropped at the local PO or taken away to St Kilda PO where I can’t collect them and must phone AusPost to have them brought back to Caulfield North PO (the one across the road) is to understate things: I am **to this day** missing a large parcel that cost me \$275 ([att-5.jpg](#)) and was posted to me on 25<sup>th</sup> November ! But the Body Corporate proved as reluctant to spend even a small sum as did the landlord: I was flatly refused even my own personal intercom. The time I now spend on phone-calls and emails to AusPost and StarTrack can’t be measured, but my email files are huge; but I am nowhere with getting my hands on my \$275 goods.

As the outstanding items in this unhappy list were reported on by me, the situation developed wherein I became “a whinger” – even in my own eyes: no tenant can be communicating with a Property Manager about so many things wrong without this happening. The unavoidable result was that Belle Property and my landlord have become one team and I the opposing one; and this makes for nothing but grief.

Thus, especially in terms of the delivery situation and the unending matter of the toilet, I will not be staying on. There can be no question of lease-break: apart from the fact that it was you who first raised the idea of my leaving, there is the much larger fact – undeniably outlined in all the above –

---

~~o~~ this remains a severe fire risk !

<sup>+</sup> it seems you haven’t actually set foot here since taking it over as Property Manager ..?

that this flat is so far from the “bright and wonderful” of your company’s ad for it as to turn that ad into a kind of send-up.

I have not been able to get you to tell me what Belle Property wants or expects in terms of a departure date, for you have kept responding in a “it all depends” manner.

My rent is paid until the end of next month. I am now looking for alternative accommodation, and I do not wish to be forced into having to take an unsuitable place. If I have not found anywhere by January 28<sup>th</sup> it is only fair that Belle RE allows me to continue looking and to provide you with a fortnight’s notice from then on, with rent paid as I go. For had you not totally misrepresented this flat and so caused me to spend a lot of money on moving AGAIN (scarcely to mention that which I spent on trying to render the place livable – several hundred dollars, which you benefit from !), there would have been none of this whole miserable happening.

I’ll be keeping a copy of this letter for the Department of Consumer Affairs, in association with my original complaint to them regarding the toilet (c2021/12/004042); and I shall not hesitate to forward it to my contact there should such prove necessary. Having found that the person who is in charge of Belle’s Property Management was disinterested in providing me with any assistance in your absence, I don’t intend to be mucked about for one moment: I want your immediate agreement to my terms regarding notice to leave, please, upon your return from your seasonal break.



(Mrs) Margaret Rose Stringer

(att.s X 5)