

## Contact the Retail Tenancy Unit:

### Retail Tenancy Unit

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Department of State and  
Regional Development

First for Business

# Retail Tenancy Unit

► [www.retailtenancy.nsw.gov.au](http://www.retailtenancy.nsw.gov.au)

## Dispute Resolution Kit



This document has been prepared by the NSW Department of State and Regional Development from the information and data gathered in the course of its activities. No person should act on the basis of its content without taking appropriate advice. The contents of this document do not constitute legal advice and are not intended as a substitute for legal advice. It is recommended that you seek legal advice about problems that you experience in relation to your retail shop lease.

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► [www.retailtenancy.nsw.gov.au](http://www.retailtenancy.nsw.gov.au)

Foreword	3
Retail Tenancy Unit	4
Mediate or litigate	6
Questions and Answers	
Mediate before you litigate	9
Rent and outgoings	10
Renovation, relocation and refurbishment	12
Management	14
Financial	15
Relationships	16
End of lease renewal time	18
Dispute resolution	21
Retail Tenancy Unit website	22
Useful Contacts	23

For many business people, renting retail space is a major commitment. If a dispute about the lease occurs, the impact on the business can be devastating.

Through the *Retail Leases Act 1994*, the Carr Government provides greater transparency and accountability in retail leasing to minimise disputes and save businesses time and money.

Many disputes arise through lack of knowledge of lease provisions or non-disclosure of relevant information.

This kit is designed to guide prospective lessees through the issues they should consider before taking out a lease.

It also provides valuable advice and information for those already involved in a dispute.

An interactive website – [www.retailtenancy.nsw.gov.au](http://www.retailtenancy.nsw.gov.au) – also provides access to comprehensive information about all aspects of leasing a retail property.

The website allows online application for mediation of a retail shop lease dispute.

I hope you find this kit and the website useful.

David Campbell MP  
MINISTER FOR SMALL BUSINESS

## Retail Tenancy Unit

The New South Wales Government's Retail Tenancy Unit (RTU) is available to help you negotiate your way through the complexities of leasing retail space. The RTU was set up as a requirement of the *Retail Leases Act 1994* to provide information and advice on retail lease matters and to help people involved in a dispute work towards solutions.

Everyone in the RTU is formally trained in mediation and dispute resolution techniques, and can offer advice either by telephone or face to face. We can also arrange informal or formal mediation should you find yourself in a dispute.

### The legislation

The Retail Leases Act was designed to maximise disclosure and openness in retail landlord and tenant transactions. The *Retail Leases Amendment Act 1998* extended the transparency requirements and also introduced the unconscionable conduct provisions of the Federal Trade Practices Act into the Retail Leases Act. This helps provide faster access to the Administrative Decisions Tribunal when power is misused by either the landlord or the tenant. The tribunal has the powers of a court in resolving retail tenancy disputes.

Unconscionable conduct is not defined in the Retail Leases Act but the Act lists several matters that the Administrative Decisions Tribunal can consider when determining whether conduct has been unconscionable.

### Entering a lease

You cannot obtain too much information or advice when you are planning to take out a retail lease. It is in your interests to seek professional property, accounting and legal advice. You may also need to seek professional help in marketing, advertising, purchasing, taxation or complaint handling. Be aware that you need to recoup all your capital and operating costs, and make a profit during the lease term. **You have no automatic rights to a new lease when the current lease expires. Obtain written assurances of a new lease before signing the current lease.**

Many people sign leases without first researching the shopping centre management or leasing agent. We recommend thorough research. Ask current and past tenants for their opinions. Ask professional associations for information, even if only anecdotal. Assess how your management style meshes with the style of the centre managers.

When a centre manager shows no flexibility even in the early stages of lease negotiations, it is reasonable to assume their attitude won't change. While some centre managers/landlords may tell you that their leases are "standard" leases and can't be altered, most aspects of commercial dealings are negotiable if there is sufficient incentive for parties to negotiate. Ask yourself whether it would be better to live with the attitude or look for another space.

Once you are ready to commit, you may benefit from employing someone to negotiate a lease on your behalf. The objectivity of a third party is helpful, as is a sound knowledge of retail leasing.

### Resolving a dispute yourself

When problems arise, try to resolve them yourself before involving a third party.

Some of the following suggestions might help you.

- Write down your concerns.
- Make an effort to put yourself in the other party's shoes and try to see things from their point of view.
- Ask yourself whether insisting on your rights is in your best interests. Might it be better to focus on the long term relationship?
- Make sure you choose the correct words to express your meaning without causing offence to the other party.
- Make sure you are making your meaning absolutely clear.
- Give the other party enough information to help them make the decision you want.
- Make sure you are dealing with someone who has the authority to help you. If you approach the situation with information, tact and delicacy, you can often solve the problem without recourse to either mediation or the Administrative Decisions Tribunal.

## Mediate or litigate

The Retail Leases Act specifies mediation as the preferred method of resolving lease disputes. The alternative is going to the Administrative Decisions Tribunal, the equivalent of court. You cannot take your case to the tribunal, however, without first having tried mediation. Mediation is usually far less expensive than going to court; it takes less time; and it often meets people's needs in a way that going to court never could.

### Mediation

Mediation, a process for settling disputes, is arranged through the Retail Tenancy Unit. It is conducted by a mediator, a non-judging third person, who encourages each party to listen to the other's point of view. The focus on issues rather than personalities breaks down barriers, allowing people to reach agreements.

A small number of cases lend themselves to having a preliminary conference. Conferences take about an hour and are designed to explain mediation and the part mediators play. They also help to identify what information you need to bring to the mediation.

A mediation session generally takes four to five hours. If you have any special requirements, the RTU will try to meet them. For example, we will provide an interpreter if you need one, or assistance if you have a disability.

### Negotiated agreements

One of the most important aspects of mediation is its reliance on cooperation and goodwill. You cannot be compelled to agree to anything, nor can the other party. Agreements that arise are therefore usually more lasting than those imposed by court.

Mediators play an important role in helping those involved in the dispute to test all aspects of the agreement so that it serves everyone's interests in the manner intended. As a result, 80 per cent of retail tenancy mediations have resulted in agreements, 90-95 per cent of which have been honoured.

Everything discussed is confidential and anyone attending a mediation session signs a confidentiality agreement. The Retail Leases Act prohibits anything said during a mediation session being used in legal proceedings.

Your solicitor is welcome at the mediation. If you attend alone, it is helpful for you to obtain legal and other professional advice beforehand.

### Addressing emotional needs

Mediation is capable of addressing emotional needs, allowing you to express your feelings. Naturally, the other party also has that opportunity. Because of the cooperative atmosphere encouraged by the mediator, each side can start to appreciate the point of view of the other.

Sometimes a natural compromise will present itself. Sometimes a compromise needs to be negotiated. Mediators have particularly good negotiating skills, and help parties to achieve mutually acceptable agreements.

### Administrative Decisions Tribunal

Mediation does not resolve all disputes. Unresolved disputes may be taken to the Administrative Decisions Tribunal, which focuses on legal matters.

If your main grievance revolves around emotional issues, do not expect the tribunal to resolve those issues. The tribunal is interested in facts rather than feelings. Ask your solicitor to explain the extent of your participation in the proceedings.

Consider whether your interests are better served by living with your situation. People can spend thousands of dollars at the tribunal without achieving satisfaction.

## Mediate before you litigate

It is important that you bring concerns you are unable to resolve yourself to the attention of the centre manager or landlord as soon as possible.

Remember, any resolution you want must be commercially viable. It is unrealistic to expect your landlord to accept proposals for assistance unless they are accompanied by sound business proposals to support your request.

The term “landlord” has been used where the shop is not obviously in a shopping centre. Some situations mentioned could apply equally to shopping centre shops, where “centre manager” would be the appropriate term. Tenants of strip shops may deal through an agent. “Landlord” implies agent in those circumstances.

# Q & A

## Rent and outgoings

Being in arrears with rent payments has serious implications for you, your guarantors and your business. When you are in arrears for longer than the “grace” period stipulated in your lease, the landlord may lock you out.

### 1. I want to object to the level of management fees being charged.

#### How do I do this?

- Refer to the disclosure statement and lease.
- Refer to the disclosure provisions of the Retail Leases Act regarding outgoings.
- Consider whether your concerns about other matters are manifesting themselves as complaints about management fees.
- Take an objective look at what the centre does for those fees.
- Talk to the landlord and ask for an explanation of the fees, and/or put any concerns in writing.
- You may have no rights to have the management fees reviewed.
- Contact the Retail Tenancy Unit. Your solicitor and industry association may also assist you.

### 2. I have been asked to pay more outgoings than I expected. What can I do?

- Familiarise yourself with the relevant disclosure provisions of the Retail Leases Act.
- Check the nature and amounts of outgoings against the lessor’s disclosure statement.
- If outgoings are greater than on the disclosure statement consult the centre manager.
- Depending on the result:
  - Seek written explanations.
  - Consult the centre manager’s supervisor or landlord if you have been dealing through an agent.
  - Call the RTU. Your solicitor might also assist you.
  - Explore over-payment compensation entitlements, if appropriate.
- If you agree that the outgoings are payable, prepare a plan to pay off the outstanding outgoings over several months. Discuss this with the landlord.

Failure to pay outgoings may entitle your landlord to terminate your lease and evict you.

Ensure all agreements reached are in writing.

### 3. My rent is overdue and the landlord’s managing agent is threatening to lock me out. What should I do?

- Leases normally provide for a period of time in which the rent may be in arrears before the lessee is in breach of the lease. Ascertain that time, as you may not technically be in arrears. Also ascertain what the landlord’s powers are in the event of a breach. Remember, the landlord has a right to receive rent.
- Immediately arrange a meeting with the centre manager/landlord to explain the situation. Before the centre manager will agree to any plan to let you pay off arrears he/she will usually ask for a plan showing how you intend paying the current rent and catching up on the arrears. Keep the landlord informed of your position, especially if you think that you may have trouble honouring the agreement.
- If there is no common ground then:
  - Ask the centre manager to refer your plan to his/her manager, but bear in mind that if you are behind in your rent you are likely to be in fundamental breach of your lease and the landlord may not accept your repayment plan if there are doubts about your capacity to pay.
  - Consider an application to the RTU for mediation to help resolve the problem.
- If you are locked out, the landlord cannot damage your fixtures or stock, and may be required to look after them and obtain a court order before being able to dispose of them.

### 4. My rent will be reviewed in three months. What can I expect?

- Consult your lease and read the Retail Leases Act for information on the procedure for rent reviews. If your lease provides for “market value”, disputes about the rent are resolved by obtaining a valuation from the Australian Property Institute of NSW or Real Estate Institute of NSW. (See contacts, page 23)
- In the absence of a formula, the landlord will nominate a suitable rent, usually what he considers a “current market rent”.
- Make sure that you have done your homework. Know what the rent is on other similar stores in similar locations in the centre and elsewhere. Know what a comfortable level of rent increase is for your business and be prepared to negotiate around this with the landlord.
- Bear in mind that the landlord will be seeking to adopt a rent based on comparable rents of similar businesses or similar locations within the centre.
- If you find you can’t negotiate with the centre manager, arrange to speak with a senior manager – or consult your industry association.

Remember that the landlord is not compelled to negotiate the level of rent if there is a formula for that purpose in the lease. There may, however, be value in putting a proposal to the landlord that you believe might better serve everyone’s interests.

## Renovation, relocation and refurbishment

**5. A new shopping centre that has opened up across the road has affected my trade. We need to refurbish our centre to attract more business, but management refuses to refurbish the centre and refuses to lower the rent. What are my options?**

- When the lease expires you must ask yourself whether it is in your best interests to stay in the current centre or to move to the new centre across the road. This may induce some action by the current landlords to upgrade the centre facilities in order to stop any procession of retailers abandoning the centre. In the meantime:
- Examine the lease and disclosure statement for any clauses that require the landlord to maintain the premises etc.
- Consider suggesting a rent review to compare your centre's facilities with those of the new centre.
- If in the opinion of the landlord the capital expense of refitting the original centre cannot be justified, then consider whether you will be able to negotiate a rent reduction.
- Consider consulting an agent experienced in retail shop leasing for advice and/or to negotiate for you.
- It may be more effective if all affected tenants discuss their concerns with the centre manager or her/his superior. Usually the centre manager will want to conduct these discussions on an individual basis.
- Consider mediation either on your own or as part of a group of other affected tenants.
- Put all complaints and requests in writing and keep copies.
- Contact the RTU.

**6. Renovation of the shopping centre has changed traffic flow which has affected my trade. What should I do?**

- Plan ahead. If you are asking this question for the first time it's probably too late.
- Refer to the Retail Leases Act for details on compensation on renovation.
- Act quickly and put your complaints in writing. Keep copies of correspondence and diary notes of meetings/conversations.
- Arrange a meeting with the centre manager and be prepared to prove how the changed traffic flow has affected trade. Audited financial statements may assist you in proving your case.
- Go to this meeting with a plan to solve the problem. A rent review to compensate you for your losses might be an appropriate request.

**7. Is it possible that my shop could be relocated in the shopping centre? Can I be forced to move? What are my options?**

- If your lease has a relocation clause then you can be relocated, however you should recoup all reasonable relocation and legal expenses (including fit-out costs). (Read the Retail Leases Act.)
- A lessee is entitled to notice regarding the lessor's intention to relocate. (Read the Retail Leases Act about notice for relocation.)
- A tenant may be able to terminate the lease. (Read the Retail Leases Act.)
- Negotiate an adjustment, up or down, to take into account the difference in the commercial values of the existing and proposed shops.
- Consider the potential, good and bad, and the long-term implications of the move on your business if you accept relocation. Discuss these with the centre manager.
- If no relocation clause exists you cannot be forced to accept the relocation offer, but consider that the lease may not be renewed when it expires.
- Consider potential cash flow and other problems.
- Contact the RTU.

**8. The centre manager has offered me a new location after the renovations. I think the new position is unsatisfactory. What should I do?**

- Understand the lease terms and understand the provisions of the Retail Leases Act regarding relocation and rent adjustments and termination.
- If the shop is covered by a relocation clause then you should attempt to negotiate an acceptable position, which should be no less suitable for your business than the previous location. You should recoup all reasonable relocation and legal expenses (including fit out costs).
- Ask the centre manager to explain in writing the theory behind the move and how it will affect traffic flows. Otherwise, document her/his replies and keep copies.
- Negotiate an adjustment to the rent to take into account the difference in the commercial values of the existing and proposed locations. For example, consider such matters as traffic flows, access to loading docks, entrances and exits and the impact of proposed neighbouring businesses on your business. A fashion shop may be affected adversely if it is located next to a fish shop.
- Use facts and consider options. Arguing emotionally will not get you a better position.
- You can't be forced to move unless the lease contains a relocation clause.
- Discuss the short- and long-term implications that the move may have on your business with the centre manager and your business adviser before you make a decision. You are essentially starting a new business. Consider potential cash flow and other problems.
- Contact the RTU.

## Management

9. **The tenant next to my shop plays loud music every day in breach of the centre's regulations. The centre manager has been unsuccessful in reducing the noise level. What can I do?**
- Discuss the matter directly with the neighbouring tenant and consider agreeing to a volume level that is suitable for both parties.
  - Request the centre manager to enforce the terms of your lease regarding peaceful possession and suggest mediation if negotiation fails.
  - If the centre manager is unable to effect a change, request that the problem be sent to his/her manager.
  - You may have rights under the lease to seek compensation for loss of trade should the problem persist. Obviously the landlord is entitled to expect you to prove any losses you claim to have suffered. Bear in mind that the landlord may be finding it difficult to control the tenant playing the loud music.
  - If all efforts are unsuccessful contact the RTU then consider mediation or contact your solicitor.
10. **Why does the centre manager rely so heavily on the terms of the lease when dealing with our complaints? Is there another way?**
- The lease is the basis of your legal relationship with the landlord. Understand its implications for resolving your problem before meeting the centre manager.
  - The centre manager is obliged to refer to the lease when determining how to handle complaints. The lease is usually a very helpful document that clarifies how issues should be handled. But an experienced centre manager may be better able to deal with problems by using his/her own commercial judgement.
  - Contact the RTU. Your industry association may also provide assistance, advice and information.
  - Present the centre manager with options and alternatives as they may more effectively serve everyone's commercial interests, better than the result of a strict interpretation of the lease.
  - Mediate if your complaint is ignored or not resolved.
11. **Will the centre manager assist me to market my business?**
- Usually centre managers have no obligation to assist you to market your individual business. Check your lease.
  - On the other hand, well-managed centres are generally willing to offer advice. This may include the services of a specialist retail-marketing consultant.
  - The cost of support for individual businesses may be additional to the overall centre marketing levy.
  - Discuss your needs with the centre manager.
  - If you are paying a marketing levy, ascertain the purpose of this levy.

## Financial

12. **My turnover is down. What are my options?**
- Take a long hard look at your business and consider the reasons for the fall in turnover. Is it some internal factor, such as staff, product range etc? You could consult a retail business adviser for help on how to improve turnover/profitability.
  - If turnover is down due to some action or inaction by the centre, discuss your concerns with the centre manager and look towards a solution. Provide her/him with plans to support your case.
  - Should you be unable to pay the rent, or otherwise maintain your lease obligations, talk to the landlord and your business adviser. Discuss options for continuing operations on renegotiated terms, surrendering your lease or sub-leasing the premises.
  - Contact the RTU.

## Relationships

Some shopping centres are managed by an “associated” company. Others are managed by “agent” managers.

For brevity, the term “the centre manager’s supervisor” has been used in question 13. Where an agent-manager manages the centre/shop it is recommended that you initially confer with the agent’s principal. If that approach fails to produce results, it would then be proper to approach someone more senior to the centre manager to review the agent-manager’s and centre manager’s decisions.

### 13. The centre manager won’t speak to me? What can I do?

- Consider whether you are responsible, or partly responsible, for this communication breakdown. If so, go to the centre manager and resolve that dispute honestly and openly. If you consider all or part of the blame is with him/her, say so in a manner that enables discussions to continue. When that problem is resolved you and the centre manager will be better able to resolve other problems.
- Consider writing a non-blaming letter to the landlord and suggest a meeting to consider your problem.
- Follow up the letters requesting meetings with phone calls and keep records of these. If these fail to get a satisfactory response then contact the centre manager’s supervisor.
- Contact the RTU.

### 14. The centre manager says her/his word is final. Can I talk to someone else?

- Consider discussing the issue with a more senior person in the management company if you feel the manager is acting unreasonably.
- If the centre manager suggests that she/he is bound by policy you may need to speak with someone more senior than her/his superior for a review of that policy.
- Bear in mind that you should endeavour not to insult the centre manager by doing so. Explain the reasons why you want to refer the dispute/complaint. Be diplomatic. Consider whether your words and approach will alienate the centre manager.
- Make requests in writing and keep copies. Ensure she/he understands that your motive is not to denigrate her or him.
- Contact the RTU.

### 15. I want to talk to the centre manager about an issue arising under my lease, but I don’t think he/she will be sympathetic. Is there anyone else I can contact?

- Remember that the centre manager’s primary job is to advance the owner’s interests. He/she may not understand how to look after you while looking after the owner. Think of ways of helping him/her to resolve that difference.
- It is always best to speak to the centre manager because he/she has the responsibility for your centre and the issues it presents. Ensure you don’t upset the centre manager by speaking to a supervisor without notifying him/her of your intention to do so.
- If you suspect the centre manager is not forwarding requests to his/her manager, put your requests in writing and keep copies.
- Contact the RTU. Your industry association may also assist you.
- If this is unsuccessful, consider mediation.

## End of lease renewal time

### 16. My landlord won't return my bond. I have left the premises as found. What can I do?

- A condition report signed by the landlord before entering the lease may have stopped this dispute developing.
- Landlords cannot charge you for normal wear and tear.
- Put a request for return of the bond in writing and ask for reasons why the bond has not been returned. If the bond is not returned or the reasons are unsatisfactory then consult a superior manager, or the landlord, if you have been dealing through an agent.
- Contact the RTU. Your industry association and/or your solicitor may also give you advice.

### 17. My lease is about to expire and the centre manager wants me to pay more rent. I don't want to vacate the premises but the increase in rent will make my business unprofitable. If I have to leave, I can't sell without a new lease. What can I do?

- Before this time arrives, do some forward planning. Are you able to locate premises elsewhere which may serve your purpose equally well? Should you think about taking a smaller or larger shop at your existing centre? Consider your position and the future profitability of the existing shop and existing use rights.
- Explain your situation to the landlord pointing out the benefits of your remaining in the shop/centre.
- Prepare a financial statement showing the effect of the increased rent on the profitability of your business. Present this to the landlord to support your request for a reduced rent. (The landlord does not have to negotiate if the rent has been set according to a formula provided for in the lease.)
- Suggest to the landlord that a valuation be obtained from an organisation in which you both have confidence. Contact details of valuers are on page 23 in this kit. It may be possible to substitute the rent determined by the valuer for the rent originally requested by the landlord. (The landlord does not have to negotiate if the rent has been set according to a formula provided for in the lease.)
- Contact the RTU.

The landlord cannot engage in conduct that, in all the circumstances, is unconscionable.

### 18. The landlord won't renew my lease unless I refit my shop. I believe the existing fit out is satisfactory. If I replace the existing fit out I will never be able to recoup the cost of the fit out. What can I do?

- If you pay cash for the fit out and don't recoup the full cost, the amount not recovered will reduce your profit on sale or add to any loss you make on sale. If the cost of the fit out has not been recouped on sale that debt may have to be carried forward and paid by you until extinguished. Check with the Australian Taxation Office.
- Negotiate with the landlord and ask her/him to point out the problems that are evident with the existing fit out and what will be achieved by the new fit out. Perhaps you can both work out less expensive options in order to fulfil the lease requirements.
- Perhaps an agreement could be reached on fitting out when the business becomes profitable, possibly expressed as turnover exceeding an agreed level.
- Good fit outs help maintain shopping centres as pleasant shopping environments, therefore the refit may be in all the tenants' interests because it may increase trade and increase patronage of the centre.
- Be conscious of the needs of the centre to maintain an attractive and marketable shopping environment.
- Seek mediation or assistance from your industry association.
- Contact the RTU.

### 19. My lease provides me with an option which I have exercised in time but my landlord wants me to pay a higher rent than I was paying under the "expired" lease and to meet additional outgoings not in the expired lease.

- Read your lease and disclosure statements.
- Familiarise yourself with the option provisions of the Retail Leases Act.
- Discuss your understanding of the lease and disclosure statement requirements with the landlord and ask for a written explanation if he/she refuses to negotiate further.
- Consult the centre manager's superior or the landlord if you have been dealing through an agent.
- Consult your industry association.
- Contact the RTU.
- Failing satisfaction, consult a solicitor who has retail leasing experience.
- Mediate before you litigate.

## Dispute resolution

### 20. I have been negotiating with the landlord about leasing/renewing a lease but I have received only a take-it-or-leave-it response. What are my options?

- If you are negotiating the renewal of a lease remember that the landlord has no obligation to renew unless there is an option or agreement to review/extend.
- Objectively consider whether the centre really needs your type of business any longer.
- Consider that you are engaged in a negotiating process, which is usually driven by competitive market forces and each negotiator's desire to get the best deal possible. Learn about the games a negotiator can play before you negotiate.
- If you are negotiating a new lease it may be that the landlord has other parties looking at your site and is reluctant to accept a lower offer than they have made. You will need to consider whether stories of others wanting to take the shop are exaggerated. Try to find further information about this.
- Prepare for the negotiation thoroughly. Do your homework. Expect the unexpected.
- Ensure that you negotiate with the correct representative of the landlord, someone with authority to make decisions.
- Knowing the terms on which you may be able to secure suitable alternative shops, if there are any available in your centre or elsewhere, may assist you to understand the centre manager's offers and enable you to negotiate more effectively.
- If you have been a good tenant and a successful retailer, stress the advantages to the centre manager of renewing your lease at a competitive rent.
- Negotiate objectively, not emotionally.
- Consider discussing any lack of agreement with the negotiator's superior.
- Contact the RTU.

The landlord cannot engage in conduct that, in all the circumstances, is unconscionable.

### 21. Can mediation help me sort out my problems with my landlord?

- Mediation is effective in producing agreements in 75 per cent to 80 per cent of cases mediated by RTU panel mediators.
- Mediation is a cost effective, efficient and generally, more timely and less expensive process than the Administrative Decisions Tribunal proceedings.
- The mediation process aims to explore solutions that serve the interests of both sides.
- Mediation does not affect your legal rights unless you sign an agreement.
- Dispute resolution may not seem important before you sign the lease, but even before you commence your fit out, you could be in dispute over aspects of the fit out or interpretations of the lease.
- Make sure that you specify, in your lease, mediation as the preferred method of resolving a lease dispute.
- Specifying mediation through the RTU as the primary method of resolving complaints that parties are unable to resolve themselves will oblige parties to mediate disputes rather than attempt to resolve them through litigation.
- Before retail tenancy claims and unconscionable conduct claims will be accepted at the Administrative Decisions Tribunal you will require a certificate issued through the RTU certifying that mediation was attempted.
- Contact the RTU and discuss the relevance of mediation in solving your problem even if you have been informed that mediation will not help or you believe the other side will not negotiate.

## Retail Tenancy Unit website

The Retail Tenancy Unit has developed an interactive website that provides easy access to comprehensive information about all aspects of leasing a retail property.

Retailers, landlords, real estate agents and lawyers can log on from anywhere in the State or interstate, and obtain comprehensive information about retail leases, the leasing process, legal obligations and information on the application process for mediation.

Clients can register a complaint and apply on-line for mediation. They can pay their mediation fees on-line and access schedules and timetables for mediation sessions.

The RTU website saves time and money for everyone involved in retail leases and also provides private, secure, electronic service delivery.

The website offers a real-time bulletin board that enables pre-mediation briefings for parties involved in a dispute. Many disputes are resolved without direct contact with RTU staff.

Initial inquiries can be made on-line using the email contact.

The web address is [www.retailtenancy.nsw.gov.au](http://www.retailtenancy.nsw.gov.au)

## Useful Contacts

<b>Administrative Decisions Tribunal</b>	02 9223 4677 or 1800 060 410
<b>Government Information Services</b> (information, sales of Retail Leases Act)	02 9238 0950 or 1800 463 955 (NSW Country only)
<b>Law Access NSW</b> (general legal advice)	<a href="http://www.lawaccess.nsw.gov.au">www.lawaccess.nsw.gov.au</a> 1300 888 529
<b>NSW Office of Fair Trading</b> <ul style="list-style-type: none"><li>– General enquiries</li><li>– Rental bonds services</li><li>– Tenancy services</li><li>– Aboriginal Tenancy Info</li><li>– Strata schemes services</li><li>– Problems with real estate agents</li></ul>	<a href="http://www.fairtrading.nsw.gov.au">www.fairtrading.nsw.gov.au</a> 13 32 30 02 9377 9000 or 1800 422 021 02 9377 9100 or 1800 451 301 02 9377 9200 or 1800 500 330 02 9338 7900 or 1800 451 431 02 9895 0297 or 13 32 20
<b>Land and Property Information (LPI)</b> (registration of leases)	<a href="http://www.lpi.nsw.gov.au">www.lpi.nsw.gov.au</a> 02 9228 6666
<b>Office of State Revenue</b> (stamp duties on conveyances)	<a href="http://www.osr.nsw.gov.au">www.osr.nsw.gov.au</a> 1300 139 814 or 02 9689 6200 (outside NSW)
<b>Australian Bureau of Statistics</b> <ul style="list-style-type: none"><li>– General enquiries</li><li>– Fax</li><li>– Statistical information</li><li>– Dial-a-statistic (recorded data service: 75c/min)</li></ul>	<a href="http://www.abs.gov.au">www.abs.gov.au</a> 02 9268 4111 02 9268 4138 1300 135 070 1900 986 400 (General) 1900 981 074 (CPI)
<b>Australian Taxation Office</b> <ul style="list-style-type: none"><li>– Tax Reform (GST) info line</li><li>– Business Tax info line</li></ul>	<a href="http://www.ato.gov.au">www.ato.gov.au</a> 13 24 78 13 28 66
<b>Business License Info service</b>	02 9619 8722 or 1800 463 976
<b>Office of Mediation Advisor</b> (disputes between franchisors and franchisees)	1800 150 667
<b>Law Society of NSW</b> <ul style="list-style-type: none"><li>– General enquiries</li><li>– Solicitor referrals</li></ul>	<a href="http://www.lawsociety.com.au">www.lawsociety.com.au</a> 02 9926 0333 02 9926 0300 or 1800 422 713
<b>Office of Legal Services Commissioner</b> (complaints about lawyers)	1800 242 958 or 9377 1800
<b>Real Estate Institute of NSW</b> (complaints about real estate agents)	02 9264 2343 or 02 6282 4277 (Australia wide)
<b>Australian Retailers Association</b>	<a href="http://www.ara.com.au">www.ara.com.au</a> 02 9290 3766
<b>Shopping Centre Council of Australia</b>	<a href="http://www.propertyoz.com.au">www.propertyoz.com.au</a> 02 9033 1902
<b>Tenants' Union</b> (free advice and assistance on tenancy matters)	02 9251 6590
<b>Australian Property Institute</b> (valuers)	02 9299 1811