Subject: Messages
Date: Tuesday, 30 September 2025 at 11:05:32 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Hi Holly,

I hope you are well.

I have recently received (most recently today) several text messages from your phone which I do not understand.

One of them appears to be insulting but, again, I do not understand them.

I left a message on your phone. Could you phone me please?

Thank you.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON
LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:

1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

Email scammers may target law practices, and their clients.
Please therefore:

1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: Your Tenancy Matter
Date: Tuesday, 8 July 2025 at 12:38:37 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Hi Holly,

I received a missed call from the police last week in relation to the Warrant of Possession but could not reach the officer when I rang back.

Is Garth out of the property?

I hope things are more settled since we last spoke and that you are in good health. I remain available to assist if required; I hope that the matter has however concluded and that your Mum has been able to return home.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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Subject: RE: SAND - Warrant of possession and decision.html CRM:0125750
Date: Saturday, 5 April 2025 at 1:33:33 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

Thank you Holly,

I confirm receipt of payment.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Friday, 4 April 2025 11:30 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Re: SAND - Warrant of possession and decision.html CRM:0125750

Thanks Stuart, this invoice has now been paid.
Holly
Sent from my iPhone

> On 31 Mar 2025, at 7:24 am, rhonda knyvett <honda.r@hotmail.com> wrote:
>
> Sent from my iPhone
>
> Begin forwarded message:
>
> **From:** Stuart Loudon <Stuart@loudonlegal.com.au>
> **Date:** 31 March 2025 at 06:30:56 AEST
> **To:** Holly Osborne <hollyteganosborne@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>, honda.r@hotmail.com
> **Subject: FW: SAND - Warrant of possession and decision.html CRM:0125750**
>
> Good morning Holly, Riki and Rhonda,
>
> Please see below an email from the Sandgate Court. I have served it upon the Respondents by email, although they may have been separately, served, to remove any doubt and emphasise their obligations to vacate the property on the specified date. I have also reiterated that rent is payable up until this date including the amounts you had previously returned to them.
>
> Thank you for your kind words in your email. I appreciated working with each of you. Please keep me informed how it goes.
>
> The Tribunal, as predicted, made the parties jump through hoops to obtain the right outcome of achieving a set date for vacating the property and the obtaining the Warrant of Possession.
>
> You had mentioned serving another Notice of Entry – as the Adjudicator mentioned, the property requires compliant smoke alarms so this should be arranged as soon as possible. This will also be an opportunity to assess any damage done to the property.
>
> If you have not already, we would appreciate a Google review:

https://www.google.com/search?q=lousodn+legal&rlz=1C1CHBF_en-GBAU898AU898&oq=lousodn+legal&gs_lcrp=EgZjaHJvbWUyBggAEEUYOTIPCAEQLhgNGK8BGMcBGIAEMgkIAhAAGA0YgAQyCggDEAAYBRgNGB4yCggEEAAYCBgNGB4yBwgFEAAY7wUyCggGEAAYgAQYogQyCggHEAAYgAQYogQyBwgIEAAY7wXSAQkyOTk0ajBqMTWoAgiwAgHxBef2FGWB4Weg&sourceid=chrome&ie=UTF-8#lrd=0x6b915b9fcf8b478b:0xd446297600a93a7b,3,,,,

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Yours faithfully,

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From: no_reply_prd_ecourt <no_reply_prd_ecourt@justice.qld.gov.au>
Sent: Friday, 28 March 2025 1:22 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: SAND - Warrant of possession and decision.html CRM:0125750

Loudon Legal

Level 2 52 McDougall street
Milton Queensland 4064

Dear Loudon Legal,

Case Number: Q1499-25

I refer to your hearing at the Queensland Civil and Administrative Tribunal Sandgate Magistrates Court and the application for a Warrant of Possession. Please find attached a decision together with an Appeals information notice.

The Warrant of Possession for the premises located at:

18 Magnetic street Boondall
Boondall Queensland 4034

has this day been forwarded to the Officer in Charge at BOONDALL POLICE STATION. If the decision gives you possession of the premises, please contact the police station to arrange execution of the Warrant.

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You can view this decision and check the status of this matter in QCAT online case portal (https://case.courts.qld.gov.au/static). You can also access the portal via QCAT web site (https://qcat.qld.gov.au).

Regards

Queensland Civil and Administrative Tribunal
w: qcat.qld.gov.au

****
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If you are not the intended addressee and this message has been sent to you by mistake, please notify the sender immediately, destroy any hard copies of the email and delete it from your computer system network. Any legal privilege or confidentiality is not waived or destroyed by the mistake.
It is your responsibility to ensure that this email does not contain and is not affected by computer viruses, defects or interferences by third parties or replication problems.
****

Subject: Automatic reply: SAND - Warrant of possession and decision.html CRM:0125750
Date: Friday, 4 April 2025 at 11:30:48 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal

Please note that our office is closed today, reopening on 7 April 2025.

Emails will be monitored in the interim.

Thank you for your patience,

STUART LOUDON
LOUDON LEGAL

Subject: RE: SAND - Warrant of possession and decision.html CRM:0125750
Date: Wednesday, 2 April 2025 at 10:30:08 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Thank you on all counts Holly,

It has been a pleasure to work with you. I like to see client return so I remain available to assist as required.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 1 April 2025 7:35 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Re: SAND - Warrant of possession and decision.html CRM:0125750

Hi Stuart,

Thank you once again for all your help throughout this process. I will action the final payment shortly.

If I require any further advice, I will be sure to reach out and will seek a fee estimate beforehand, as I'm mindful of trying to minimise outlay at this stage.

I'll be leaving a Google review shortly to reflect my positive experience.

Thanks again.

Holly

Sent from my iPhone

> On 31 Mar 2025, at 7:24 am, rhonda knyvett <honda.r@hotmail.com> wrote:
>
> Sent from my iPhone
>
> Begin forwarded message:
>
> > **From:** Stuart Loudon <Stuart@loudonlegal.com.au>
> > **Date:** 31 March 2025 at 06:30:56 AEST
> > **To:** Holly Osborne <hollyteganosborne@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>, honda.r@hotmail.com
> > **Subject: FW: SAND - Warrant of possession and decision.html CRM:0125750**
> >
> > Good morning Holly, Riki and Rhonda,
> >
> > Please see below an email from the Sandgate Court. I have served it upon the Respondents by email, although they may have been

separately, served, to remove any doubt and emphasise their obligations to vacate the property on the specified date. I have also reiterated that rent is payable up until this date including the amounts you had previously returned to them.

Thank you for your kind words in your email. I appreciated working with each of you. Please keep me informed how it goes.

The Tribunal, as predicted, made the parties jump through hoops to obtain the right outcome of achieving a set date for vacating the property and the obtaining the Warrant of Possession.

You had mentioned serving another Notice of Entry – as the Adjudicator mentioned, the property requires compliant smoke alarms so this should be arranged as soon as possible. This will also be an opportunity to assess any damage done to the property.

If you have not already, we would appreciate a Google review:

https://www.google.com/search?q=lousodn+legal&rlz=1C1CHBF_en-GBAU898AU898&oq=lousodn+legal&gs_lcrp=EgZjaHJvbWUyBggAEEUYOTIPCAEQLhgNGK8BGMcBGIAEMgkIAhAAGA0YgAQyCggDEAAYBRgNGB4yCggEEAAYCBgNGB4yBwgFEAAY7wUyCggGEAAYgAQYogQyCggHEAAYgAQYogQyBwgIEAAY7wXSAQkyOTk0ajBqMTWoAgiwAgHxBef2FGWB4Weg&sourceid=chrome&ie=UTF-8#lrd=0x6b915b9fcf8b478b:0xd446297600a93a7b,3,,,,

Our previous invoice did not cover the hearing so we have attached a final invoice. We have written down our time, and our usual discount for prompt payment applies.
Yours faithfully,

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2. Look for emails with bank account details that appear altered.

From: no_reply_prd_ecourt <no_reply_prd_ecourt@justice.qld.gov.au>
Sent: Friday, 28 March 2025 1:22 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: SAND - Warrant of possession and decision.html CRM:0125750

Loudon Legal

Level 2 52 McDougall street
Milton Queensland 4064

Dear Loudon Legal,

Case Number: Q1499-25

I refer to your hearing at the Queensland Civil and Administrative Tribunal Sandgate Magistrates Court and the application for a Warrant of Possession. Please find attached a decision together with an Appeals information notice.

The Warrant of Possession for the premises located at:

18 Magnetic street Boondall
Boondall Queensland 4034

has this day been forwarded to the Officer in Charge at BOONDALL POLICE STATION. If the decision gives you possession of the premises, please contact the police station to arrange execution of the Warrant.

QSTARS is a free independent advice and referral service for all Queensland renters. Further information is available at https://qstars.org.au/ or contact the service on 1300 744 263.

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You can view this decision and check the status of this matter in QCAT online case portal (https://case.courts.qld.gov.au/static). You can also access the portal via QCAT web site (https://qcat.qld.gov.au).

Regards

Queensland Civil and Administrative Tribunal
w: qcat.qld.gov.au

****
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It is your responsibility to ensure that this email does not contain and is not affected by computer viruses, defects or interferences by third parties or replication problems.
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Subject: FW: SAND - Warrant of possession and decision.html CRM:0125750
Date: Monday, 31 March 2025 at 6:30:58 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>, Honda.r@hotmail.com <honda.r@hotmail.com>
Category: Louden Legal
Attachments: image.png, image001.jpg, Decision.pdf, Invoice 573 Mrs Holly Dahm As Attorney.pdf, Your right to know.PDF

Good morning Holly, Riki and Rhonda,

Please see below an email from the Sandgate Court. I have served it upon the Respondents by email, although they may have been separately, served, to remove any doubt and emphasise their obligations to vacate the property on the specified date. I have also reiterated that rent is payable up until this date including the amounts you had previously returned to them.

Thank you for your kind words in your email. I appreciated working with each of you. Please keep me informed how it goes.

The Tribunal, as predicted, made the parties jump through hoops to obtain the right outcome of achieving a set date for vacating the property and the obtaining the Warrant of Possession.

You had mentioned serving another Notice of Entry – as the Adjudicator mentioned, the property requires compliant smoke alarms so this should be arranged as soon as possible. This will also be an opportunity to assess any damage done to the property.

If you have not already, we would appreciate a Google review:

https://www.google.com/search?q=lousodn+legal&rlz=1C1CHBF_en-GBAU898AU898&oq=lousodn+legal&gs_lcrp=EgZjaHJvbWUyBggAEEUYOTIPCAEQLhgNGK8BGMcBGIAEMgkIAhAAGA0YgAQyCggDEAAYBRgNGB4yCggEEAAYCBgNGB4yBwgFEAAY7wUyCggGEAAYgAQYogQyCggHEAAYgAQYogQyBwgIEAAY7wXSAQkyOTk0ajBqMTWoAgiwAgHxBef2FGWB4Weg&sourceid=chrome&ie=UTF-8#lrd=0x6b915b9fcf8b478b:0xd446297600a93a7b,3,,,,

Our previous invoice did not cover the hearing so we have attached a final invoice. We have written down our time, and our usual discount for prompt payment applies.
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From: no_reply_prd_ecourt <no_reply_prd_ecourt@justice.qld.gov.au>
Sent: Friday, 28 March 2025 1:22 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: SAND - Warrant of possession and decision.html CRM:0125750

Loudon Legal

Level 2 52 McDougall street
Milton Queensland 4064

Dear Loudon Legal,

Case Number: Q1499-25

I refer to your hearing at the Queensland Civil and Administrative Tribunal Sandgate Magistrates Court and the application for a Warrant of Possession. Please find attached a decision together with an Appeals information notice.

The Warrant of Possession for the premises located at:

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Boondall Queensland 4034

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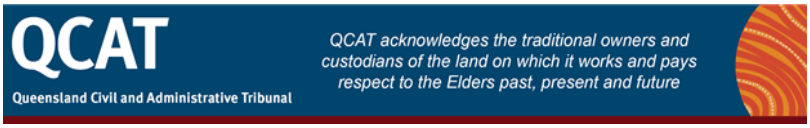
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Regards

Queensland Civil and Administrative Tribunal
w: qcat.qld.gov.au



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It is your responsibility to ensure that this email does not contain and is not affected by computer viruses, defects or interferences by third parties or replication problems.
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Category: Louden Legal
Attachments: image.png, image001.jpg, Decision.pdf, Invoice 573 Mrs Holly Dahm As Attorney.pdf, Your right to know.PDF

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Boondall Queensland 4034

has this day been forwarded to the Officer in Charge at BOONDALL POLICE STATION. If the decision gives you possession of the premises, please contact the police station to arrange execution of the Warrant.

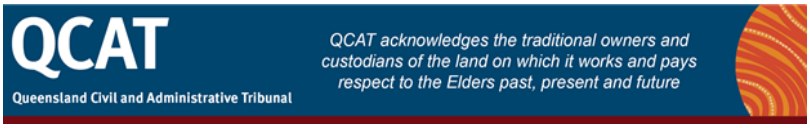
QSTARS is a free independent advice and referral service for all Queensland renters. Further information is available at https://qstars.org.au/ or contact the service on 1300 744 263.

In accordance with QCAT's obligation to provide written notice of appeals information with its decision, please visit https://www.qcat.qld.gov.au/qcat-decisions/appealing-a-decision for information about appeal rights, including time limits to appeal.

You can view this decision and check the status of this matter in QCAT online case portal (https://case.courts.qld.gov.au/static). You can also access the portal via QCAT web site (https://qcat.qld.gov.au).

Regards

Queensland Civil and Administrative Tribunal
w: qcat.qld.gov.au



****
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Subject: Re: Review reqested - submissions
Date: Thursday, 27 March 2025 at 7:36:13 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal

Impressive
I would only add that the applicant has not accepted rent since the exit date to make it clear that she does not acquiesce to their continued occupation of the property after this date, so the Applicant seeks orders for payment of rent up until the date of the warrant of possession date.
Adjudicator Walsh may also not be hearing this.
Stuart

Get Outlook for iOS

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Thursday, March 27, 2025 6:57:09 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Review reqested - submissions

Hi Stuart

I will have everything printed, including specific emails, texts, and evidence relating to the subs.
Please rearview, make any necessary changes in red.
I will text you the location of the coffee shop to meet us.
Please text, or call if anything else is required.

Holly

Subject: QCAT Matter
Date: Wednesday, 26 March 2025 at 7:23:17 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>, Honda.r@hotmail.com <honda.r@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Good evening everyone,

I mentioned earlier on that the tribunal does not ordinarily make orders for costs.

I have researched the Act and unfortunately only the filing fee can be claimed. See below:

THE QCAT ACT

102 Costs against party in interests of justice
(1) The tribunal may make an order requiring a party to a proceeding to pay all or a stated part of the costs of another party to the proceeding if the tribunal considers the interests of justice require it to make the order.
(2) However, the only costs the tribunal may award under subsection (1) against a party to a proceeding for a minor civil dispute are the costs stated in the rules as costs that may be awarded for minor civil disputes under this section.

QCAT RULES

83 Costs that may be awarded for minor civil dispute other than minor debt claim
For section 102 of the Act, the tribunal may award costs against a party to a proceeding for a minor civil dispute other than a minor debt claim—
(a) only if the party is a respondent against whom the tribunal has made a final decision; and
(b) only to order the party to pay to the applicant the amount of any prescribed fee paid by the applicant on filing the application for the proceeding

At the hearing **please** mention that you had not accepted rent past the Exit Date to make it clear that you were not acquiescing to their continued occupany, **and that you seek orders for payment of rent up until the date they vacate**. This is particularly important to mention in the event that the Member allows them further time in the property. Even if the Warrant for Possesison is granted, they will have at least a short time to leave. If however the tribunal gives tem say two weeks to vacate, they should pay rent up until the specified date and the tribunal musty be asked to order they pay the corresponding amount in rent to you.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: QCAT Matter
Date: Wednesday, 26 March 2025 at 7:23:16 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>, Honda.r@hotmail.com <honda.r@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

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Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: RE: QCAT
Date: Wednesday, 26 March 2025 at 6:52:29 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

Holly,

I am disappointed to hear of your ill-health.

I suggest that you immediately write to the Tribunal stating that you are unable to appear, and that you have a medical certificate which you are happy to hand up to the Presiding member is required. They may require you to disclose it to the Respondents but I would not offer this to them unless the Tribunal orders it.

Riki is also Rhonda's Attorney so there is no legitimate reason he cannot appear. In your letter please mention that the Respondents' continued occupation of the property is causing the Applicant ongoing detriment, being unable to return to her own home, that a delay of the hearing would exacerbate this detriment and so you submit that the hearing take place on Friday with Riki representing her.

For your own use you will need copies of all of the documents you and the Respondents have filed in this proceeding. On reflection I will not need my own set but will borrow yours if required. I suggest you print them to save my costs. Let me know if you are unable to do so.

The Respondents' material is woefully weak and disorganised- they have corresponding privately with the Adjudicator (which should be objected to at the hearing) and have failed to file affidavits of any substance.

Their material does not address (or refute) the Application at all.

As to procedure,

1. I will draft costs submissions which I will have to you by the morning,
2. I suggest you prepare brief written comments to read to the Tribunal to the effect of: (you could even just read this out)
    a. The Applicant served the Respondents with a Notice To Vacate that complies with the Act,
    b. The Respondents have refused to vacate by the specified date,
    c. They remain in possession of the property, and have refused to specify when they will vacate,
    d. They refused to comply with the Entry Notice (they will argue that they suggested a later date but this is irrelevant),
    e. The Respondents' conduct (documented in the affidavit evidence submitted by three deponents with direct knowledge of the matter) has shown a lack of good faith in addressing the issues between the parties, as evidenced by their earlier-mentioned behaviour, and in avoiding answering concerns the Applicant has raised in correspondence, defaming the Applicant's solicitor by accusing him of professional misconduct and illegal conduct) and unilaterally amending the arrangements made between the parties without the Applicant's consent,
    f. Despite knowledge of the Applicant's poor health status, and reliance on her duly-appointed Attorneys, they have sought to oppose the Applicant being represented by her Attorneys. **(double-check this is correct, having the required document at hand in which they do so)**
    g. The Respondents have not complied with this Tribunal's requirements:
        i. They filed material in this proceeding without serving it upon the Applicants,
        ii. They privately corresponded with Adjudicator Walsh of this Tribunal making submissions in this matter without serving the Applicant with this material or even informing the Applicant that they had done so. The Applicant objects to this conduct.
    h. The Respondents' own filed material admits the existence of a periodic lease, saying that the term of their possession of the Applicant's property was uncertain, being for a period of "1 to 2 years".
    i. The Affidavit of Stuart Derby Loudon filed in this proceeding exhibits a letter in which the Respondents ignore the Applicant's solicitor Mr Loudon's request that they confirm they will vacate the property by the date specified in the Notice To Vacate, only replying that they will remain in possession until the hearing date.
    j. The Respondents' obfuscatory conduct has caused the Applicant undue distress, inconvenience and the incurring of legal costs.
    k. The Applicant submits that she, and this Tribunal, can have no confidence that the Respondents will vacate the property except at their own convenience, if at all, and that the Orders requested in the Applications filed in this proceeding, including a granting of a Warrant of Possession with immediate effect, should be granted.
2. At the conclusion of the hearing, read the submissions as to costs that I will send you.
3. During the hearing have the relevant documents available so that you can say "Member I refer to Exhibit SDL-1" of Mr Loudon's affidavit" etc- the Respondents will be seeking to muddy the water- your case is clearly documented so refer the Member's attention to the relevant documents. The correspondence between the parties is supportive of your position in showing their actions. In particular, if they repeat the lie about me withdrawing the Entry Notice, which they are likely to do, refer the member to the relevant letter in which I refuted this point that they continue to assert. I could not withdraw an email that you sent! You are entitled to cross-examine them under oath on their affidavits (which is why I must be there in case they want to cross examine me) and I suggest you ask them "Who served you with the Entry Notice?" showing them the email in which you did so and then asking "So Mr Loudon did not serve you with it?" Stick to closed "yes/no questions as they will otherwise manufacture a story. If they avoid answering a question, ask the ember to direct them to please answer the question.
4. I suggest we meet at the venue 30 minutes before the hearing. Hopefully there is a good café there or nearby.
5. I will be "lawyering up" for the Respondents' benefit and wearing a suit.

I will be in the office for a while tonight so do not hesitate to contact me with any queries or concerns.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON
LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

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1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Wednesday, 26 March 2025 5:42 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: QCAT

Hi Stuart,

Please find attached the medical certificate, as I seem to have crashed. Let me know if you'd prefer we hold off or should we submit it proactively.

Can you confirm what documents you need printed, and how copies:

• Your affidavit and attachments

• Mine and Riki's affidavits and attachments

• Garth's submitted material?

Would it be easier for you to print everything off?

How would you like to handle prep? If I remain unwell I won't be able to represent, so we'll need to get Riki ready.

Thanks

Holly

Sent from my iPhone

Subject: RE: Cost Management and Tribunal Preparation Approach
Date: Wednesday, 26 March 2025 at 10:48:07 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal

Holly,
I will come back to you on this today.
Stuart

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Monday, 24 March 2025 5:17 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Re: Cost Management and Tribunal Preparation Approach

Hi Stuart,

Please disregard my previous email, the legal costs are understandably adding up, and it can feel a bit overwhelming trying to manage everything. That said, I absolutely agree that your involvement is critical, and I formally accept the letter of engagement.

You might wish to consider a strategy that involves introducing material Garth has supplied in the other legal matter, specifically documents that clearly identify him as a landlord and show serious mismanagement of their SMSF, including thousands of cheques written. His claim that the relationship was built on trust is baseless, this is about coercive control and fraud. The evidence paints a very different picture of control, abuse of power, and financial manipulation.

If required, we will highlight our intention to support Rhonda in lodging a coercive control complaint with the Queensland Police Service once the new laws come into effect in May.

I've also observed that the statement signed by Susan Leslie Wise appears to be written in Garth's handwriting. Further, he referenced tenancy receipts — which he created and made Rhonda sign. We have a receipt in his handwriting, along with a text referencing "2/52 weeks rent," which suggests an attempt to retroactively manufacture a tenancy agreement. This may be useful if we need further leverage.

That said, I do feel that a lot of what has been submitted by the Respondents amounts to white noise, and I'm hopeful the adjudicator will see right through it. At the core of this matter is the periodic lease — it was issued in accordance with the legislation, and they acknowledged receiving it in their correspondence and statements to QCAT. Their disagreement with the lease does not create the existence of another tenancy agreement. Notably, upon receiving the notice to leave, Garth threatened Rhonda and requested she "put it aside" — an act that in itself is an admission that the notice had legal weight. That threat included a proposal for a new tenancy agreement extending through to September 2025, which further confirms that no agreement was in place at the time.

Finally, let me know your thoughts on whether it may be beneficial to film a short video of Rhonda speaking to her experience, which could be provided to the adjudicator if appropriate.

Let me know the next steps, and the plan for the day.

Thanks again for your guidance and ongoing support.

Warm regards,

Holly Dahm

> On 24 Mar 2025, at 11:32 am, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
>
> Hi Holly,
>
> You will have seen I adopt a Baker's Dozen approach to my billing. My fee estimate incorporated all of the worst case scenarios given the Respondents' shenanigans.
>
> I believe I should attend particularly to refute the allegations Garth has made accusing me of lying and illegal conduct. It would assist for me to appear as a witness and reiterate the contents of my affidavit and referring to and highlighting the documentary evidence we have of same. He and Ann's evidence is already woefully weak so I do not believe me attending is a strict necessity but it would assist and strengthen your case. It will also enable me to challenge their manipulation, and will put them under pressure.
>
> Otherwise I believe your proposed approach below will be sound. Many parties in the tribunal are unprepared so any preparation you make will assist.
>
> The focus is just on the core matters of the Notice to Leave being validly served, THEN their refusal to leave and thus the need for the Warrant of Possession. That Rhonda is being prevented from returning to her own home should be focused on in challenging any argument by the Respondents

they should be allowed a longer period to vacate. They have expressed contempt for the process and the warrant of Possession should be issued asap.

If they attempt to divert attention with secondary matters the focus should be redirected to core matters. Only once the Tribunal has heard the parties on this would you raise the secondary, but important, issues of the Notice Of Entry and damage to the property.

Either way, I can provide submissions on costs which at most would take 1-2 hours.

Please let me know how you wish to proceed.

At the hearing please have printed out copies of all your and the repondents' filed doucments with you, preferably with 1 or 2 extra copies.

Thank you.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

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From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Saturday, 22 March 2025 9:32 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Re: Cost Management and Tribunal Preparation Approach

Upon reflection it may be best to have you there.
I will review the fee estimate, and circle back soon.

Sent from my iPhone

> On 20 Mar 2025, at 7:56 pm, Holly Osborne <hollyteganosborne@hotmail.com> wrote:
>
> Hi Stuart
>
> I'd like to explore ways to reduce costs while ensuring I'm well-prepared for the tribunal. I understand that your time on this matter needs to be managed efficiently, so I'm thinking we could structure our approach as follows:
>
> • You assist with preparation by either reviewing my work or guiding me through key points.
>
> • You provide strategic advice leading up to the hearing.
>
> • To mitigate costs, we may not require your attendance at the tribunal.
>
> That said, I want to ensure we're in the best position to seek costs on the day. Could you provide a breakdown of what it might look like if you were to attend, as well as any considerations to seek costs recovery, application of penalties.
>
> Appreciate your guidance.

Thanks,

Holly

Subject: RE: Rent Payment from Respondents
Date: Tuesday, 25 March 2025 at 11:04:15 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

Hi Holly,

That is fine. If they raise it as an issue we can point to the affidavit evidence re the damage they have done to the property.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

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1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 25 March 2025 10:59 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Rent Payment from Respondents

Hi Stuart,

Please note that the Respondents have once again made a rent payment.

Given we have already returned two previous rent payments, we may hold on returning this until after the hearing, especially as recovering funds from him may be challenging.

Holly

Subject: RE: Latest Submissions
Date: Monday, 24 March 2025 at 11:42:15 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

Holly,

This letter can be objected to- they are attempting to refute solemnly affirmed affidavits without affirming their own affidavits. A letter is not affirmed evidence.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

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From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Thursday, 20 March 2025 6:51 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Latest Submissions

Hi Stuart,

Please find attached the most recent submissions lodged in the QCase Portal. These have not been served.

It continues to get more bizarre, with the respondent now raising issues with the adjudicator and their decision.

Enjoy

Holly

Subject: RE: Cost Management and Tribunal Preparation Approach
Date: Monday, 24 March 2025 at 11:32:18 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

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Sent: Saturday, 22 March 2025 9:32 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Re: Cost Management and Tribunal Preparation Approach

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I will review the fee estimate, and circle back soon.

Sent from my iPhone

> On 20 Mar 2025, at 7:56 pm, Holly Osborne <hollyteganosborne@hotmail.com> wrote:

Hi Stuart

I'd like to explore ways to reduce costs while ensuring I'm well-prepared for the tribunal. I understand that your time on this matter needs to be managed efficiently, so I'm thinking we could structure our approach as follows:

• You assist with preparation by either reviewing my work or guiding me through key points.

• You provide strategic advice leading up to the hearing.

• To mitigate costs, we may not require your attendance at the tribunal.

That said, I want to ensure we're in the best position to seek costs on the day. Could you provide a breakdown of what it might look like if you were to attend, as well as any considerations to seek costs recovery, application of penalties.

Appreciate your guidance.

Thanks,

Holly

Subject: RE: Rhonda's Matters
Date: Wednesday, 19 March 2025 at 10:07:24 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Holly,

Thank you for paying so quickly.

Greatly appreciated.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Wednesday, 19 March 2025 8:02 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: Rhonda's Matters

Paid.

Sent from my iPhone

> On 19 Mar 2025, at 6:30 am, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
>
> Hi Holly, Riki and Rhonda,
>
> As none likes to receive an invoice I have just emailed this to Holly. I must apologise for not having issued this earlier- it is from the inception of the various matters. Please let me know if you require time to pay it. I will ensure regular invoicing in future to keep things manageable for you.
>
> We have come within scope of the estimates set out in our Engagement Letter.
>
> We have not invoiced for the further work performed in relation to the Application and Affidavits.
>
> We have specified in our invoice further work for which we have not invoiced you.
>
> My email dated 28 January 2025 which amended the Engagement Letter pertained to filing and serving the Application and Affidavits.
>
> FURTHER AMENDMENT TO OUR ENGAGEMENT LETTER
>
> As the scope of work to be performed has changed and expanded, we have invoiced for QCAT work pertaining to the further Applications For Representation and for Warrant of Possession and regarding the procedure for the hearing.
>
> It is difficult to anticipate the further unfolding of the matter, so our estimate is broad. We estimate our fees for:
>
> 1. The QCAT further work already performed,

2. Preparing for the hearing,
3. Attendance at the hearing,
4. Drafting of submissions on costs (we have confirmed that in extraordinary cases the Tribunal will award costs and I believe we have reasonable prospects here, subject to the Presiding Member's outlook),
5. Followup to ensure implementation of the Tribunal's Orders and return of possession,
6. Associated correspondence with you, the Tribunal and the Respondents,

At **$5,000.00- $11,000.00 plus GST**. Our 5% discount for prompt payment applies.

We have sought costs orders and hope to obtain a contribution from the Respondents, to be determined by a Court-appointed Costs Assessor.

Please do not hesitate to contact me with any queries or concerns.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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<Invoice 565 Mrs Holly Dahm As Attorney.pdf>
<Your right to know.PDF>

Subject: RE: Rhonda's Matters
Date: Wednesday, 19 March 2025 at 6:56:06 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Thank you, Holly,
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Wednesday, 19 March 2025 6:53 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: Rhonda's Matters

Thanks Stuart,
Appreciate the hard work.

> On 19 Mar 2025, at 6:45 am, Holly Osborne <hollyteganosborne@hotmail.com> wrote:
>
> Sent from my iPhone
>
> Begin forwarded message:
>
> **From:** Stuart Loudon <Stuart@loudonlegal.com.au>
> **Date:** 19 March 2025 at 6:30:58 am AEST
> **To:** Holly Osborne <hollyteganosborne@hotmail.com>
> **Subject: Rhonda's Matters**
>
> Hi Holly, Riki and Rhonda,
>
> As none likes to receive an invoice I have just emailed this to Holly. I must apologise for not having issued this earlier- it is from the inception of the various matters. Please let me know if you require time to pay it. I will ensure regular invoicing in future to keep things manageable for you.
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6. Associated correspondence with you, the Tribunal and the Respondents,

At **$5,000.00- $11,000.00 plus GST**. Our 5% discount for prompt payment applies.

We have sought costs orders and hope to obtain a contribution from the Respondents, to be determined by a Court-appointed Costs Assessor.

Please do not hesitate to contact me with any queries or concerns.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

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2. Look for emails with bank account details that appear altered.

<image001.jpg>
<Invoice 565 Mrs Holly Dahm As Attorney.pdf>
<Your right to know.PDF>

Subject: Rhonda's Matters
Date: Wednesday, 19 March 2025 at 6:30:58 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg, Invoice 565 Mrs Holly Dahm As Attorney.pdf, Your right to know.PDF

Hi Holly, Riki and Rhonda,

As none likes to receive an invoice I have just emailed this to Holly. I must apologise for not having issued this earlier- it is from the inception of the various matters. Please let me know if you require time to pay it. I will ensure regular invoicing in future to keep things manageable for you.

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We have sought costs orders and hope to obtain a contribution from the Respondents, to be determined by a Court-appointed Costs Assessor.

Please do not hesitate to contact me with any queries or concerns.

Yours faithfully,

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Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: RE: Your Matters
Date: Tuesday, 18 March 2025 at 3:25:10 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

Holly,

I will certainly look into options for claiming costs as the Respondents' disregard of the Tribunal's requirements and dishonesty have been reprehensible, which is the basis for a potential costs claim.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 18 March 2025 3:21 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Re: Your Matters

No worries at all, appreciate you letting me know in advance.
Hoping we can have success with seeking a % of cost recovery from the respondents.

Holly

Sent from my iPhone

> On 18 Mar 2025, at 3:09 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
>
> Good afternoon everyone,
>
> I am just informing you that I am issuing an invoice within the next day covering the various aspects of your matters.
>
> I realised I have not invoiced in some time so should deal with our work to date so thought I would give prior warning so it does not surprise you.
>
> Yours faithfully,
>
> **STUART LOUDON**
> Director and Court-Appointed Costs Assessor
>
> <image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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Please therefore:

1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: Your Matters
Date: Tuesday, 18 March 2025 at 3:09:50 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Honda.r@hotmail.com <honda.r@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

Good afternoon everyone,

I am just informing you that I am issuing an invoice within the next day covering the various aspects of your matters.

I realised I have not invoiced in some time so should deal with our work to date so thought I would give prior warning so it does not surprise you.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: RE: Attached Image
Date: Tuesday, 18 March 2025 at 9:08:26 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

Thank you Holly,

That appears to be everything. Did you say that the Respondents did not serve you with their material? If not it should be mention on at the hearing to show they have not complied with the process, but otherwise state you accept your downloading of the material from the portal as sufficient to avoid delay.

I will look into options for claiming costs- if I can find some helpful authorities from past cases I will include them in written submissions.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Monday, 17 March 2025 7:40 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Re: Attached Image

All actioned
Sent from my iPhone

> On 17 Mar 2025, at 3:55 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
>
> Hi Holly
> My affidavit is attached. Please arrange lodgement on the QCAT portal and service on the respondents copying me in.
> Any problems please let me know
> Stuart
> Get Outlook for iOS
>
> ---
>
> **From:** scanners@corporatehouse.com.au <scanners@corporatehouse.com.au>
> **Sent:** Monday, March 17, 2025 3:51:50 PM
> **To:** Stuart Loudon <Stuart@loudonlegal.com.au>
> **Subject:** Attached Image
>
> <3318_001.pdf>

Subject: Fw: Attached Image
Date: Monday, 17 March 2025 at 3:55:11 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: 3318_001.pdf

Hi Holly
My affidavit is attached. Please arrange lodgement on the QCAT portal and service on the respondents copying me in.
Any problems please let me know
Stuart
Get Outlook for iOS

From: scanners@corporatehouse.com.au <scanners@corporatehouse.com.au>
Sent: Monday, March 17, 2025 3:51:50 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Attached Image

Subject: Fw: SAND - Q1499-25 - Decision.html CRM:0891435
Date: Friday, 14 March 2025 at 1:00:55 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Riki Dahm <rikidahm84@gmail.com>, Holly Osborne <hollyteganosborne@hotmail.com>, Honda.r@hotmail.com <honda.r@hotmail.com>
Category: Louden Legal
Attachments: image.png, Decision.pdf

Get Outlook for iOS

From: no_reply_prd_ecourt <no_reply_prd_ecourt@justice.qld.gov.au>
Sent: Friday, March 14, 2025 12:06:14 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: SAND - Q1499-25 - Decision.html CRM:0891435

Rhonda Ann Knyvett

Level 2 52 McDougall street
Milton Queensland 4064

Dear Rhonda Ann Knyvett,

Case Number: Q1499-25

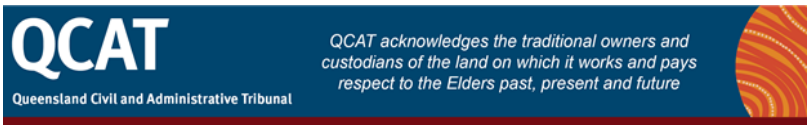
Please find attached a decision in the above matter.

In accordance with QCAT's obligation to provide written notice of appeals information with its decision, please visit https://www.qcat.qld.gov.au/qcat-decisions/appealing-a-decision for information about appeal rights, including time limits to appeal.

You can view this decision and check the status of this matter via QCase on the QCAT website.

Yours sincerely

Sue
for
Principal Registrar
Queensland Civil and Administrative Tribunal
w: qcat.qld.gov.au



****
Please think about the environment before you print this message.
This email and any attachments may contain confidential, private or legally privileged information and may be protected by copyright. You may only use it if you are the person(s) it was intended to be sent to and if you use it in an authorised way. No one is allowed to use, review, alter, transmit, disclose, distribute, print or copy this email without appropriate authority.
If you are not the intended addressee and this message has been sent to you by mistake, please notify the sender immediately, destroy any hard copies of the email and delete it from your computer system network. Any legal privilege or confidentiality is not waived or destroyed by the mistake. It is your responsibility to ensure that this email does not contain and is not affected by computer viruses, defects or interferences by third parties or replication problems.
****

Subject: Fw: SAND - Q1499-25 - Decision.html CRM:0891435
Date: Friday, 14 March 2025 at 1:00:53 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Riki Dahm <rikidahm84@gmail.com>, Holly Osborne <hollyteganosborne@hotmail.com>, Honda.r@hotmail.com <honda.r@hotmail.com>
Category: Louden Legal
Attachments: image.png, Decision.pdf

Get Outlook for iOS

From: no_reply_prd_ecourt <no_reply_prd_ecourt@justice.qld.gov.au>
Sent: Friday, March 14, 2025 12:06:14 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: SAND - Q1499-25 - Decision.html CRM:0891435

Rhonda Ann Knyvett

Level 2 52 McDougall street
Milton Queensland 4064

Dear Rhonda Ann Knyvett,

Case Number: Q1499-25

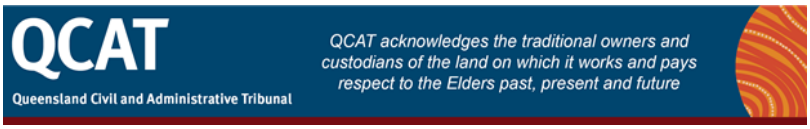
Please find attached a decision in the above matter.

In accordance with QCAT's obligation to provide written notice of appeals information with its decision, please visit https://www.qcat.qld.gov.au/qcat-decisions/appealing-a-decision for information about appeal rights, including time limits to appeal.

You can view this decision and check the status of this matter via QCase on the QCAT website.

Yours sincerely

Sue
for
Principal Registrar
Queensland Civil and Administrative Tribunal
w: qcat.qld.gov.au



****
Please think about the environment before you print this message.
This email and any attachments may contain confidential, private or legally privileged information and may be protected by copyright. You may only use it if you are the person(s) it was intended to be sent to and if you use it in an authorised way. No one is allowed to use, review, alter, transmit, disclose, distribute, print or copy this email without appropriate authority.
If you are not the intended addressee and this message has been sent to you by mistake, please notify the sender immediately, destroy any hard copies of the email and delete it from your computer system network. Any legal privilege or confidentiality is not waived or destroyed by the mistake. It is your responsibility to ensure that this email does not contain and is not affected by computer viruses, defects or interferences by third parties or replication problems.
****

Subject: QCAT
Date: Friday, 14 March 2025 at 7:09:03 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

Hi Holly,

It states which documents were served and the means by which they were served. A screenshot of the relevant covering emails can be exhibited as evidence of service but without the attachments to the email.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Thursday, 13 March 2025 5:06 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>; Riki Dahm <rikidahm84@gmail.com>
Subject: Affidavit of service

Hi Stuart, just checking—is this form a final submission of everything served, lodged with the final documents?

Subject: RE: Review of Draft Application, QCAT Documents & Rental Payments
Date: Thursday, 13 March 2025 at 10:04:47 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Riki Dahm <rikidahm84@gmail.com>, Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal

Hi Riki and Holly,

I just saw this. Could you make the required changes please, they are fine.

I am happy for you to attach my letter as sent to you.

Stuart

From: Riki Dahm <rikidahm84@gmail.com>
Sent: Wednesday, 12 March 2025 6:54 AM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: Review of Draft Application, QCAT Documents & Rental Payments

Hi Stuart,

Just a couple of amendments to Hollys email.

Rental Payment Information:

- The respondent, Garth, made a full two-week payment on or around Monday, 24 March 2025.
  (**This should be 24 February)**

- Five days' rent was retained, and the remaining nine days ($515) was returned to the respondent on or around 6 March.

- On 27 March, the respondent made a further payment of $800 for another two-week period, prior to $800 of rent being returned.
  (The correct dates is received and returned 10 March)

On Tue, 11 Mar 2025 at 7:53 pm, Holly Osborne <hollyteganosborne@hotmail.com> wrote:

> Hi Stuart
> Great work on the letter, please advise once finalised and I will upload to QCAT.
>
> I have attached the draft **Application for Representation** and **Warrant of Possession**, incorporating your requested changes set out in the attached email. Could you review them, particularly any sections requiring updates related to the **EPOA**? I have made amendments where I was referenced.
>
> Additionally, please **confirm** whether we need to provide an affidavit of service before finalising the application.
>
> I wanted to flag the most recent QCAT documents uploaded to the ATO Portal on 10 March 2025. These again raise issues concerning me, now in relation to my Queensland Police Service complaint, which I made in a private capacity. At the time, I had a genuine belief that the information was true. Upon confirming that the funds had in fact been paid, I withdrew the complaint.
>
> Rental Payment Information:
>
> - The respondent, Garth, made a full two-week payment on or around Monday, 24 March 2025.
> - Five days' rent was retained, and the remaining nine days ($515) was returned to the respondent on or around 6 March.
> - On 27 March, the respondent made a further payment of $800 for another two-week period, prior to $800 of rent being returned.
>
> Please review the attached documents, make any necessary edits, and provide the final versions so I can arrange certification and submission.
>
> Let me know if you need anything further.
>
> Thanks,
>
> Holly

---------- Forwarded message ----------
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc:
Bcc:
Date: Fri, 7 Mar 2025 23:59:50 +0000
Subject: RE: Drafts for Review & Next Steps
Holly,

Please see below:

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Friday, 7 March 2025 10:41 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Drafts for Review & Next Steps

Hi Stuart,

Given this wild weather, I've had some time to attempt drafting the Warrant of Possession, however it very much needs your expertise.

Also, I have drafted an Application for Representation on behalf of Rhonda, using the medical certificate and hospital admission as justification.

Also, we will need to finalise the contempt of court complaint draft.

Once the finalised, it would be great to meet up, hopefully after this cyclone passes.

As I understand it, all documentation needs to be submitted seven days before the hearing. Given the hearing is on 28 March, it would be ideal to submit everything by 20 March to allow a buffer.

Stay safe, and talk soon,

Holly

QUEENSLAND CIVIL AND ADMINISTRATIVE TRIBUNAL

REGISTRY: Sandgate Magistrates Court

MATTER NO: Q1499-25

THE APPLICANT: Rhonda Ann Knyvett

FIRST RESPONDENT: Garth Wilfred Osborne

SECOND RESPONDENT: Ann Anthonisz

APPLICATION FOR REPRESENTATION UNDER SECTION 43 OF THE QUEENSLAND CIVIL AND ADMINISTRATIVE TRIBUNAL ACT 2009

TO: The Registrar

Queensland Civil and Administrative Tribunal

Sandgate Magistrates Court

FROM: Rhonda Knyvett, Applicant

1. INTRODUCTION

1. I, Rhonda Ann Knyvett, am the Applicant in these proceedings concerning a residential tenancy dispute.

2. Due to my medical condition, I am unable to personally attend or participate in the hearing scheduled for 28 March 2025.

3. I seek leave of the Tribunal to be represented by my Enduring Power of Attorney, Holly Tegan Dahm, pursuant to section 43 of the *Queensland Civil and Administrative Tribunal Act 2009*.

2. GROUNDS FOR THIS APPLICATION

4. I have received a medical certificate, dated 17 February 2025, from my treating doctor, Dr Shaheed Kamil, which states that I suffer from anxiety, depression, and coronary artery disease. The certificate further states that interactions with my ex-partner have caused significant stress, anxiety, and chest pains, and that appearing at QCAT would exacerbate my symptoms. A copy of this certificate is annexed hereto and marked Annexure A.

5. Additionally, I have received hospital admissions documentation confirming that I am scheduled to undergo a heart procedure involving the placement of a stent on 27 March 2025, requiring hospitalisation. A copy of this documentation is annexed hereto and marked Annexure B.

6. As my hospitalisation and recovery overlap with the hearing date, I will be unable to appear or make submissions in person.

7. My Enduring Power of Attorney, Holly Tegan Dahm, is a suitable representative who is well-informed about the circumstances of this matter and is in a position to present my case effectively.

8. Given my medical incapacity, permitting Ms Dahm to act on my behalf ensures procedural fairness and allows the Tribunal to consider my case without undue delay.

3. RELIEF SOUGHT

9. I respectfully seek an order granting leave for my Enduring Power of Attorney, Holly Tegan Dahm, to represent me in these proceedings, in accordance with section 43 of the *Queensland Civil and Administrative Tribunal Act 2009*.

Dated this [insert date]

_____

Rhonda Ann Knyvett

The Applicant

QUEENSLAND CIVIL AND ADMINISTRATIVE TRIBUNAL

REGISTRY: Sandgate Magistrates Court

MATTER NO: Q1499-25

APPLICANT: Rhonda Ann Knyvett

FIRST RESPONDENT: Garth Wilfred Osborne

SECOND RESPONDENT: Ann Anthonisz

APPLICATION FOR A WARRANT OF POSSESSION

TO: The Registrar

Queensland Civil and Administrative Tribunal

Sandgate Magistrates Court

1. INTRODUCTION

1. I, Rhonda Ann Knyvett, the Applicant in this matter, apply for a Warrant of Possession pursuant to section 350 of the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)*.

2. This application is made:

a. In the context of the First and Second Respondents' failure to vacate the premises despite The Applicant having issued The Respondents with a valid and enforceable Notice to Leave in compliance with the relevant statutory requirements,

b. In anticipation of this Tribunal granting the Orders sought in my Originating Application in this matter,

c. Relies upon the Originating Application and affidavit evidence filed in that proceeding, the same nexus of material facts applying to each Application.

3. The tenancy was a periodic lease,

4. Since March 2024 I have, on several occasions, asked the Respondents to confirm they will vacate the property.

5. Despite these several requests, evidence of which has been filed in this proceeding, the Respondents have filed or refused to confirm when they will vacate the property.

6. I wish to retake possession of the property and return to residing there,

7. The Respondents' continued unlawful occupation of the property has prevented me from doing so.

6. I seek the enforcement of my right to access and reside in my own property,

2. PROPERTY DETAILS

5. The warrant is sought in relation to the property located at:

18 Magnetic Street, Boondall, QLD 4034.

6. The First Respondent, Garth Osborne, and Second Respondent, Ann Anthonisz, have continued to occupy the premises unlawfully beyond the termination period despite being given sufficient notice to vacate.

7. They have made unauthorised alterations to the property and have failed or refused to comply with the properly issued Notice of Inspection.

3. ATTEMPTS TO SECURE VOLUNTARY VACATION OF PREMISES

7. Since March 2024, I have made numerous written and verbal requests, acting by myself, my Enduring Power of Attorney Mrs Holly Dahm and my solicitor, Stuart Loudon of LOUDON LEGAL, to the Respondents to confirm their intention to vacate or to arrange a mutually agreeable departure date.

8. The Respondents failed to provide any response or commitment to vacating the property, despite my ongoing efforts to reach an amicable resolution.

9. Given their lack of engagement and refusal to acknowledge their obligation to vacate, I had no alternative but to issue a Notice to Leave in compliance with legislative requirements.

4. FAILURE TO VACATE AND OVERPAYMENT OF RENT

10. On 23 December 2024, a Notice to Leave was issued to the Respondents in accordance with legislative requirements, providing them with greater than the required notice period to vacate the property.

11. The Notice To Leave specified that the Respondents were required to vacate by 28 February 2025 in accordance with the issued Notice to Leave.

12. Despite this, the Respondents have failed to acknowledge their obligation to vacate and remain in unlawful occupation of the property.

13. The Respondents continued making rental payments beyond the termination date, despite being legally required to vacate the property.

14. The overpayment of rent beyond 28 February 2025 was refunded to the Respondents on 7 March 2025, in acknowledgement of the Respondents having no legal entitlement to remain residing in the property.

15. Notwithstanding this, the Respondents have refused to leave and continue to unlawfully occupy the property, preventing me, the registered owner of the property, from returning to and residing in my home.

5. HARDSHIP SUFFERED DUE TO UNLAWFUL OCCUPATION AND ATTEMPTS TO INTERFERE WITH LEGAL PROCEEDINGS

16. As the registered owner of the property, I am entitled to access and reside in my own home.

17. The Respondents have ignored my direction to leave the property and my having informed them that I wish to reside there.

17. The Respondents' continued unauthorised occupation of the property is causing me significant hardship, including:

a. Preventing me from regaining my independence and stability, by returning to live in my home.

b. Impacting my well-being, the uncertainty of this situation, and my inability to reside in my home, having caused me undue stress and distress.

c. Creating unnecessary legal and procedural obstacles, requiring ongoing efforts to enforce my rights.

18. The Respondents have engaged in conduct that has deliberately obstructed the course of justice, including:

a. Falsely lodging claims relating to alleged breaches of tenancy agreements, which have no legitimate basis.

b. Attempting to intimidate and coerce me into extending a lease or entering into a tenancy agreement against my wishes.

c. Providing false documentation and declarations in an attempt to misrepresent their legal position and avoid compliance with the Tribunal's orders.

d. Using the legal process as a means of delay and obstruction, preventing me from reclaiming my lawful residence

e. Ignoring and disregarding correspondence my solicitor sent to them regarding these matters.

.

19. I have exhausted all reasonable avenues to secure the Respondents' voluntary departure, and their refusal to vacate has left me with no remedy but to seek enforcement through a Warrant of Possession.

6. GROUNDS FOR WARRANT OF POSSESSION

20. The Respondents failed to comply with the lawfully issued Notice to Leave.

21. The tenancy was a periodic lease, and the Respondents were provided more than adequate notice to vacate.

22. No lawful justification exists for the Respondents' continued presence at the property.

23. The Respondents' unlawful occupation is preventing the homeowner from returning to reside at the property.

24. The Respondents have deliberately attempted to interfere with the lawful process through false claims, misrepresentation, and coercion.

25. The Applicant has no alternative remedy other than seeking enforcement through a Warrant of Possession.

7. RELIEF SOUGHT

26. I respectfully request that the Tribunal issue a Warrant of Possession, directing an authorised officer of the Queensland Police Service to enter the premises at 18 Magnetic Street, Boondall, QLD 4034 to remove the Respondents and any other occupants, along with their assets.

27. I further request that the warrant be executed as soon as possible to prevent further detriment to me as the rightful homeowner.

Dated this [insert date]

_____

Rhonda Ann Knyvett

The Applicant

Subject: RE: Review of Draft Application, QCAT Documents & Rental Payments
Date: Thursday, 13 March 2025 at 9:37:16 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg, form-09-affidavit-of-service.pdf

Holly and Riki,

The form for the Affidavit of Service is attached. To contain costs I am happy for you to complete it then email it to me for review.

I am happy to meet you to witness you deposing to it.

Please let me know when suits.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Stuart Loudon
Sent: Thursday, 13 March 2025 9:32 AM
To: Holly Osborne <hollyteganosborne@hotmail.com>; Riki Dahm <rikidahm84@gmail.com>
Subject: RE: Review of Draft Application, QCAT Documents & Rental Payments

Hi Holly

Application for Warrant of Possession
I did not correct the clause numbering when I suggested amendments as I thought you may amend it further so this needs to be sorted out and the numbering made consistent. Otherwise I am happy with it.
A minor formatting point but having the text aligned to fill the line will optimise the look of the document.

Application for Representation
I am happy with this but you initially seek Riki appointed then later Holly. This should be the same in each case.
I would suggest adding after you believe Riki is suitable " as he knows my wishes and needs, and is sufficiently informed to act on my behalf."

Stuart

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 11 March 2025 7:53 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>; Riki Dahm <rikidahm84@gmail.com>
Subject: Review of Draft Application, QCAT Documents & Rental Payments
Importance: High

Hi Stuart
Great work on the letter, please advise once finalised and I will upload to QCAT.

I have attached the draft **Application for Representation** and **Warrant of Possession**, incorporating your requested changes set out in the attached email. Could you review them, particularly any sections requiring updates related to the **EPOA**? I have made amendments where I was referenced.

Additionally, please **confirm** whether we need to provide an affidavit of service before finalising the application.

I wanted to flag the most recent QCAT documents uploaded to the ATO Portal on 10 March 2025. These again raise issues concerning me, now in relation to my Queensland Police Service complaint, which I made in a private capacity. At the time, I had a genuine belief that the information was true. Upon confirming that the funds had in fact been paid, I withdrew the complaint.

Rental Payment Information:

- The respondent, Garth, made a full two-week payment on or around Monday, 24 March 2025.
- Five days' rent was retained, and the remaining nine days ($515) was returned to the respondent on or around 6 March.
- On 27 March, the respondent made a further payment of $800 for another two-week period, prior to $800 of rent being returned.

Please review the attached documents, make any necessary edits, and provide the final versions so I can arrange certification and submission.

Let me know if you need anything further.

Thanks,

Holly

Subject: RE: Review of Draft Application, QCAT Documents & Rental Payments
Date: Thursday, 13 March 2025 at 9:32:25 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal

Hi Holly

Application for Warrant of Possession

I did not correct the clause numbering when I suggested amendments as I thought you may amend it further so this needs to be sorted out and the numbering made consistent. Otherwise I am happy with it.
A minor formatting point but having the text aligned to fill the line will optimise the look of the document.

Application for Representation

I am happy with this but you initially seek Riki appointed then later Holly. This should be the same in each case.
I would suggest adding after you believe Riki is suitable " as he knows my wishes and needs, and is sufficiently informed to act on my behalf."

Stuart

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 11 March 2025 7:53 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>; Riki Dahm <rikidahm84@gmail.com>
Subject: Review of Draft Application, QCAT Documents & Rental Payments
Importance: High

Hi Stuart
Great work on the letter, please advise once finalised and I will upload to QCAT.

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Additionally, please **confirm** whether we need to provide an affidavit of service before finalising the application.

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Rental Payment Information:

- The respondent, Garth, made a full two-week payment on or around Monday, 24 March 2025.
- Five days' rent was retained, and the remaining nine days ($515) was returned to the respondent on or around 6 March.
- On 27 March, the respondent made a further payment of $800 for another two-week period, prior to $800 of rent being returned.

Please review the attached documents, make any necessary edits, and provide the final versions so I can arrange certification and submission.

Let me know if you need anything further.

Thanks,

Holly

Subject: RE: Review of Draft Application, QCAT Documents & Rental Payments
Date: Thursday, 13 March 2025 at 8:52:41 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal

Hi Holy and Ricky,

I will have my response to you this morning.

Stuart

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Thursday, 13 March 2025 8:50 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>; Riki Dahm <rikidahm84@gmail.com>
Subject: Re: Review of Draft Application, QCAT Documents & Rental Payments
Importance: High

Morning Stuart

Checking in on the warrant of possession and notice to seek leave. I will be certifying the documents today, and submitting to QCAT. Could you advise by mid-afternoon if you suggest any further changes.

Thank you.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 11 March 2025 7:53 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>; Riki Dahm <rikidahm84@gmail.com>
Subject: Review of Draft Application, QCAT Documents & Rental Payments

Hi Stuart
Great work on the letter, please advise once finalised and I will upload to QCAT.

I have attached the draft **Application for Representation** and **Warrant of Possession**, incorporating your requested changes set out in the attached email. Could you review them, particularly any sections requiring updates related to the **EPOA**? I have made amendments where I was referenced.

Additionally, please **confirm** whether we need to provide an affidavit of service before finalising the application.

I wanted to flag the most recent QCAT documents uploaded to the ATO Portal on 10 March 2025. These again raise issues concerning me, now in relation to my Queensland Police Service complaint, which I made in a private capacity. At the time, I had a genuine belief that the information was true. Upon confirming that the funds had in fact been paid, I withdrew the complaint.

Rental Payment Information:

- The respondent, Garth, made a full two-week payment on or around Monday, 24 March 2025.
- Five days' rent was retained, and the remaining nine days ($515) was returned to the respondent on or around 6 March.
- On 27 March, the respondent made a further payment of $800 for another two-week period, prior to $800 of rent being returned.

Please review the attached documents, make any necessary edits, and provide the final versions so I can arrange certification and submission.

Let me know if you need anything further.

Thanks,

Holly

Subject: QCAT
Date: Tuesday, 11 March 2025 at 4:23:30 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Riki Dahm <rikidahm84@gmail.com>, Holly Osborne <hollyteganosborne@hotmail.com>, Honda.r@hotmail.com <honda.r@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg, Letter to Tribunal Knyvett.pdf

Good afternoon Holly and Rhonda.

Please find my proposed letter attached for inclusion with your filed material.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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If you are not the intended recipient, then please:

1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

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Please therefore:

1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: RE: GW & AA - QCase material filed, not yet served
Date: Tuesday, 11 March 2025 at 12:20:42 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

Hi Holly,

Further to my previous email, I expect we may still have the same challenge either way. I will wait to hear from you and will address other matters in the meantime.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Monday, 10 March 2025 2:06 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>; Riki Dahm <rikidahm84@gmail.com>
Subject: Re: GW & AA - QCase material filed, not yet served

Thank you
Please note we have decided Riki is best placed to represent Rhonda.
Emailing you the EPOA shortly.

Sent from my iPhone

> On 10 Mar 2025, at 11:47 am, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
>
> Hi Holly,
>
> I note the content of your emails.
>
> There are several matters to address which I will be in touch about with view to finalising everything mid-week.
>
> Yours faithfully,
>
> **STUART LOUDON**
> Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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2. Delete it from your records without forwarding or showing it to anyone.
Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

I am attending to remaining matters

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Saturday, 8 March 2025 10:24 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Re: GW & AA - QCase material filed, not yet served

Thanks.

If it helps, I'd welcome you petitioning to represent Rhonda. Alternatively, Rhonda is arranging a new EPOA appointing both Riki and I. If it complicates matters, we can wait until the dispute has been heard before finalising a new EPOA.

The priority is ensuring the matter is heard and Rhonda has proper representation.

Let me know if any action is needed

Holly

> On 8 Mar 2025, at 7:57 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
>
> Thank you Holly,
>
> I will send you a letter for inclusion with your material making submissions regarding the application for representation.
> I am of the firm view that your mother requires representation, and that the epoa is valid.
> Stusrt
>
> Get Outlook for iOS
>
> ---
>
> **From:** Holly Osborne <hollyteganosborne@hotmail.com>

Sent: Saturday, March 8, 2025 6:33:16 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>; Riki Dahm <rikidahm84@gmail.com>
Subject: GW & AA - QCase material filed, not yet served

Hi Stuart,
I've attached the documents submitted to QCAT and uploaded to QCase .

You already have the materials served by registered post on February 27th and 28th. It appears Garth might be delaying submissions as a strategy, possibly unaware of our QCase portal access.

Additionally, our delay in uploading Rhonda's medical certificate and application for representation may give us the advantage. The medical advice dated 18 Feb (**attached**), and cardiac procedure taking place on the 27 March (**attached**) should provide a compelling case for representation either through the Enduring Power of Attorney or by legal representation.....

Interestingly, a stat dec from Sue Wise (Ann Anthonisz sister-in-law) includes the email dated 30 December 2024 in which the respondents attempt to blackmail Rhonda. The email trail was shared with Sue by FB messenger, when she asked if I intended to send the document I said so. It was subsequently deleted. I'm not aware of any request for this matter to be kept from the public, so I don't believe this is an issue.

Also, whilst irrelevant to the matter, the stat dec provided by Lois (Garth's sister), referring to a 'message' that she received, was a post written on my Facebook, and Instagram page, no direct message has been sent.

Happy to chat further, could you please consider any edits or further materials required.

Thank you

Holly

Subject: QCAT
Date: Tuesday, 11 March 2025 at 11:45:45 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>, honda.r@hotmail.com <honda.r@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Holly,

On further reflection I think that a new EPOA *could* assist.

Importantly, I would suggest that it nominate you solely, but list Riki as an alternate if you are unwilling or unable to exercise the power. If the Tribunal does not object your representation, then you can relinquish your power to act on her behalf in this proceeding. Riki could then do so in your place.

I consider it likely that the Respondents will similarly object to Riki representing Rhonda.

On the balance of convenience, I therefore suggest we stick with the existing EPOA and deal with any matters as they arise. We can always apply for someone else to represent Rhonda as she clearly needs representation particularly given her surgery.

I will prepare the letter I mentioned in support of your application for representation. The Tribunal should be informed of her surgery, and the delay and detriment that will be caused to her if the hearing is delayed.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

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From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Saturday, 8 March 2025 10:24 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Re: GW & AA - QCase material filed, not yet served

Thanks.

If it helps, I'd welcome you petitioning to represent Rhonda. Alternatively, Rhonda is arranging a new EPOA appointing both Riki and I. If it complicates matters, we can wait until the dispute has been heard before finalising a new EPOA.

The priority is ensuring the matter is heard and Rhonda has proper representation.

Let me know if any action is needed

Holly

> On 8 Mar 2025, at 7:57 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
>
> Thank you Holly,
>
> I will send you a letter for inclusion with your material making submissions regarding the application for representation.

I am of the firm view that your mother requires representation, and that the epoa is valid.
Stusrt

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To: Stuart Loudon <Stuart@loudonlegal.com.au>; Riki Dahm <rikidahm84@gmail.com>
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You already have the materials served by registered post on February 27th and 28th. It appears Garth might be delaying submissions as a strategy, possibly unaware of our QCase portal access.

Additionally, our delay in uploading Rhonda's medical certificate and application for representation may give us the advantage. The medical advice dated 18 Feb (**attached**), and cardiac procedure taking place on the 27 March (**attached**) should provide a compelling case for representation either through the Enduring Power of Attorney or by legal representation.....

Interestingly, a stat dec from Sue Wise (Ann Anthonisz sister-in-law) includes the email dated 30 December 2024 in which the respondents attempt to blackmail Rhonda. The email trail was shared with Sue by FB messenger, when she asked if I intended to send the document I said so. It was subsequently deleted. I'm not aware of any request for this matter to be kept from the public, so I don't believe this is an issue.

Also, whilst irrelevant to the matter, the stat dec provided by Lois (Garth's sister), referring to a 'message' that she received, was a post written on my Facebook, and Instagram page, no direct message has been sent.

Happy to chat further, could you please consider any edits or further materials required.

Thank you

Holly

Subject: QCAT
Date: Tuesday, 11 March 2025 at 11:45:44 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>, honda.r@hotmail.com <honda.r@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Holly,

On further reflection I think that a new EPOA *could* assist.

Importantly, I would suggest that it nominate you solely, but list Riki as an alternate if you are unwilling or unable to exercise the power. If the Tribunal does not object your representation, then you can relinquish your power to act on her behalf in this proceeding. Riki could then do so in your place.

I consider it likely that the Respondents will similarly object to Riki representing Rhonda.

On the balance of convenience, I therefore suggest we stick with the existing EPOA and deal with any matters as they arise. We can always apply for someone else to represent Rhonda as she clearly needs representation particularly given her surgery.

I will prepare the letter I mentioned in support of your application for representation. The Tribunal should be informed of her surgery, and the delay and detriment that will be caused to her if the hearing is delayed.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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Happy to chat further, could you please consider any edits or further materials required.

Thank you

Holly

Subject: QCAT
Date: Tuesday, 11 March 2025 at 11:38:48 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>, honda.r@hotmail.com <honda.r@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Holly, Riki and Rhonda

I have reviewed The Respondents' material.

They have made vague assertions in contradiction of written evidence, have admitted the precise term of the tenancy was uncertain, have disregarded the legal definition of a "periodic tenancy".

Garth has misrepresented our interaction and called me pompous (even if a reasonable impression, this statement has no place in an Affidavit!) which I will address in my amended affidavit. He is maintaining a position re the Notice of Entry that has been documented as incorrect, and that he has been informed of same.

They have also exhibited material which is damaging to their own case, including Rhonda's 23 December 2024 email by Rhonda in which she states that she and her support person were scared by his behaviour, and Holly's email re his fraud. They also attach my letter objecting to their conduct that they ignored.

Their attacking Holly based on the messages/posts we can respond to by saying that they indicate the relationship is contentious, not amicable as Garth claims, and that you are there to represent your Mum given her difficulties. Holly's relationship with Garth is irrelevant.

At the hearing I consider the strategy would be to step around their obfuscation and just restate and reiterate the objective, grounded material we have lodged and the supporting evidence. The focus is on obtaining the removal of the tenants, while they will try to argue re the Notice of Entry.

Their responsive material is weak and without genuine evidence.

I will be in touch again in the course of today.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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Importance: High

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Date: Tuesday, 11 March 2025 at 11:38:47 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>, honda.r@hotmail.com <honda.r@hotmail.com>
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Date: Tuesday, 11 March 2025 at 10:54:38 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Honda.r@hotmail.com <honda.r@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Hi Holly,

I am reviewing the Respondents' material- a lot of it is either without substance or contrary to documented evidence.

I am just working on this matter for the next few hours so will have a comprehensive response to you today.

Yours faithfully,

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Date: Monday, 10 March 2025 at 11:47:21 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Hi Holly,

I note the content of your emails.

There are several matters to address which I will be in touch about with view to finalising everything mid-week.

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I am attending to remaining matters

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Category: Louden Legal

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Thank you

Holly

Subject: RE: Complaint - serious criminal offences [MCW-ACTIVE.FID2659967]
Date: Saturday, 8 March 2025 at 10:01:41 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Holly,

That response is sufficient.

Yours faithfully,

STUART LOUDON
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From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Thursday, 6 March 2025 9:26 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: Complaint - serious criminal offences [MCW-ACTIVE.FID2659967]

Hi Stuart,

I haven't quite finished the affidavits yet, but I'll get them done tomorrow and send them over for your review before the weekend.

With the cyclone possibly hitting on Saturday, we may need to adjust plans—let's see how things unfold.

Also, don't worry about reading that draft below. I'll respond next week, with something neutral. They're likely just probing, and I don't intend to give them anything beyond:

"*The matter is now with the relevant authorities, and I trust they will handle it in due course. Should legal representation be required, I will advise accordingly.*"

I wonder if he'll try to recall his submissions, either way, I still need to follow up with QPS so I can reference the complaint number in the contempt complaint I drafted and sent to you earlier in the week.

Chat soon.

Sent from my iPhone

> On 6 Mar 2025, at 7:23 pm, Holly Osborne <hollyteganosborne@hotmail.com> wrote:
>
> Hi Stuart,
>
> Interesting that the lawyers have emailed me directly, given their relevance to the SMSF matter, curious angle. Would love your thoughts.
>
> I don't consider you my legal representative for this complaint, as I've made it in my private capacity. I'll likely respond next week with the draft below.
>
> Also, could you take one final look at the contempt complaint? Let me know if you have any recommendations so we can finalise it this week. I'll also draft the affidavit around Rhonda's admissions for her procedure, do we need an affidavit from Rhonda as well, or just mine with the admissions documentation?

Keen to hear your take.

———

Dear Chris

I acknowledge your inquiry regarding my complaint to the Queensland Police Service (QPS). To clarify, this complaint has been made in my private capacity, as I am directly involved in the residential tenancy dispute proceedings. Additionally, in my capacity as the enduring power of attorney for Rhonda Knyvett, I have responsibilities concerning the self-managed superannuation fund (SMSF) matter. Based on the available evidence, there is a clear nexus between these matters.

The complaint pertains to the respondent's involvement in the periodic tenancy arrangement, the falsification of information provided, and the broader implications of these actions in relation to the SMSF. My assessment of the evidence has led me to refer these concerns to QPS, a step I am lawfully entitled to take.

Given that my disclosures have been appropriately confined to QPS and the relevant individuals, there is no basis for further discussion. Should you have any concerns, they should be directed to QPS at the appropriate time. I do not intend to engage in further correspondence on this matter.

Kind regards,

Holly

Sent from my iPhone

Begin forwarded message:

From: Holly Osborne <hollyteganosborne@hotmail.com>
Date: 6 March 2025 at 6:49:14 pm AEST
To: Holly Dahm <Holly.Dahm@treasury.qld.gov.au>
Subject: Fwd: Complaint - serious criminal offences [MCW-ACTIVE.FID2659967]

Respond Monday

Subject: Formal Complaint to Queensland Police Service

Dear [Chris],

I acknowledge your inquiry regarding my complaint to the Queensland Police Service (QPS). To clarify, this complaint has been made in my private capacity, as I am directly involved in the residential tenancy dispute proceedings. Additionally, in my capacity as the enduring power of attorney for Rhonda Abbott, I have responsibilities concerning the self-managed superannuation fund (SMSF) matter. Based on the available evidence, there is a clear nexus between these matters.

The complaint pertains to the respondent's involvement in the periodic tenancy arrangement, the falsification of information provided, and the broader implications of these actions in relation to the SMSF. My assessment of the evidence has led me to refer these concerns to QPS, a step I am lawfully entitled to take.

Given that my disclosures have been appropriately confined to QPS and the relevant individuals, there is no basis for further discussion. Should you have any concerns, they should be directed to QPS at the appropriate time. I do not intend to engage in further correspondence on this matter.

Kind regards,

[Your Name]

Sent from my iPhone

Begin forwarded message:

From: Chris Davis <CDavis@mcw.com.au>

Date: 6 March 2025 at 12:54:03 pm AEST
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: go56@bigpond.com, ann.z.shopz@gmail.com
Subject: RE: Complaint - serious criminal offences [MCW-ACTIVE.FID2659967]

Hello Holly

Would you please let me know if you and Rhonda are represented by lawyers in the complaint matter referred to below? If so please do provide details.

Kind regards

Chris

<image001.png>

Chris Davis
Principal

T +61 7 3014 6530
cdavis@mcw.com.au
BRISBANE | Level 23, Central Plaza, 345 Queen Street QLD 4000

mcw.com.au

Privacy Policy | EFT Transfers

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Wednesday, 5 March 2025 10:57 PM
To: Prosecutions.Sandgate@police.qld.gov.au
Cc: Chris Davis <CDavis@mcw.com.au>; go56@bigpond.com; ann.z.shopz@gmail.com
Subject: Complaint - serious criminal offences
Importance: High

Dear Sir/Madam,

I am writing to formally lodge a complaint against Mr Garth Wilfred Osborne and Ms Ann Anthonisz for actions that I believe constitute serious criminal offences, including but not limited to fraud, false declaration, and attempting to pervert the course of justice in a current Queensland Civil and Administrative Tribunal (QCAT) proceeding set for hearing on 28 March 2025 at Sandgate Magistrates Court.

I am the Enduring Power of Attorney on behalf of Ms Rhonda Ann Knyvett, the Applicant in QCAT proceedings involving the Respondents Mr Osborne and Ms Anthonisz. During these proceedings, the Respondents submitted and served the following documents on 27 February 2025, and for a second time on 28 February 2025, serving an additional statement (4).

1. A bank statement from his Mr Osborne's personal NAB bank account
2. A cheque stub
3. An affidavit certified before a Justice of the Peace
4. A statement lodged with QCAT.

In these documents, Mr Osborne declared that a $10,000 cheque issued to Ms Knyvett was a gift. Mr Osborne and Ms Knyvett are co trustee's of a Self-Managed Superannuation Fund (SMSF). The SMSF financial operating statement for financial year ending 30 June 2023 records the $10,000 payment as a superannuation payment made to Ms Knyvett on page 5. The cheque cannot be a gift as it was recorded in the SMSF operating statement, and reported to Australian Tax Office in the SMSF annual tax lodgement.

Based on the available information, it is my interpretation that the Respondents, Mr Osborne and Ms Anthonisz, have allegedly engaged in conduct that may constitute serious offences, including but not limited to fraud, false declaration, and attempting to pervert the course of justice.

It appears that Mr Osborne knowingly misrepresented the nature of a $10,000 cheque payment, intentionally making a false declaration to a Justice of the Peace (JP). The document was certified, and the Respondents submitted the document to the QCAT as part of proceedings in Case No. Q1499-25, a residential tenancy dispute concerning a periodic lease. This false declaration was also served on the Applicant, Ms Knyvett, presented as evidence before QCAT.

Mr Osborne swore an affidavit before a JP, despite allegedly knowing the contents to be false, and subsequently submitted this affidavit to QCAT in an apparent attempt to mislead the Tribunal to secure a more favourable outcome. This affidavit appears to have been designed to falsely recharacterise the cheque payment made to Ms Knyvett, with the apparent objective of concealing the true nature of the transaction.

While the misleading information was served on behalf of both Respondents, Mr Osborne and Ms Anthonisz, it remains a key consideration whether Ms Anthonisz was aware that the statement was false. Based on the circumstances, it appears Ms Anthonisz stood to benefit from the misrepresentation, and if it is established that she had knowledge of the false statement and did not dispute its accuracy, she may be complicit in the deceptive conduct.

In Queensland law, accessorial liability may arise if an individual:

1. Knowingly aids, abets, counsels, or procures the commission of an offence; or
2. Intentionally participates in an act designed to mislead a legal process for personal gain.

The actions undertaken appear to be a deliberate attempt to pervert the course of justice by submitting

false information to a legal authority, with the Respondents seemingly seeking to gain an advantage in a tenancy dispute. Given the seriousness of these allegations, this information is submitted in good faith for consideration by the relevant authorities, to determine whether criminal charges should be pursued against either or both Respondents.

Supporting evidence

1. All documentation lodged with the QCAT and served to the Applicant on 27 February 2025 and 28 February 2025

2. SMSF financial operating statement FY23

Contempt Application

Please be advised that I am in the process of preparing submissions and will lodge a complaint of contempt against the Respondents with the QCAT.

Request

Given the seriousness of the allegations against The Respondents, I respectfully request the issuance of a complaint number for this report and to be notified of public developments, such as charges or convictions.

As the evidence pertaining to these allegations remains preserved and cannot be altered, I have included Mr Osborne, Ms Anthonisz, and Mr Osborne's SMSF legal representative, Mr Davis, in this correspondence, ensuring the Respondents have the opportunity to proactively engage with enquiries initiated by the Queensland Police Service regarding this complaint. To assist with enquiries, the Respondents contact information is provided below. Should you require any additional information, please do not hesitate to contact me via phone at 0401 219 842 or by email.

Thank you for your attention to this serious matter.

Kind regards,

Holly Dahm

Enduring power of attorney

On behalf of Rhonda Ann Knyvett

CONTACT INFORMATION

Garth Wilfred Osborne
0407755084
Go56@bigpond.com.au
18 Magnetic Street
Boondall 4018
PO BOX 321
Taigum 4018

Ann Anthonisz
0401 072 389
ann.z.shopz@gmail.com
18 Magnetic Street
Boondall 4018
PO BOX 321
Taigum 4018

SMSF Legal Representation
Chris Davis
McInnes Wilson Lawyers
3014 6530
cdavis@mcw.com.au
Level 23, Central Plaza,
345 Queen Street

Subject: RE: Drafts for Review & Next Steps
Date: Saturday, 8 March 2025 at 10:00:29 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Hi Holly,

Re the representation, if appropriate please consider including a reference to your Mum's difficulty with verbal presentation or the cognitive impact of her medical situation. I am otherwise happy with it.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.
Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Friday, 7 March 2025 10:41 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Drafts for Review & Next Steps

Hi Stuart,

Given this wild weather, I've had some time to attempt drafting the Warrant of Possession, however it very much needs your expertise.

Also, I have drafted an Application for Representation on behalf of Rhonda, using the medical certificate and hospital admission as justification.

Also, we will need to finalise the contempt of court complaint draft.

Once the finalised, it would be great to meet up, hopefully after this cyclone passes.

As I understand it, all documentation needs to be submitted seven days before the hearing. Given the hearing is on 28 March, it would be ideal to submit everything by 20 March to allow a buffer.

Stay safe, and talk soon,

Holly

QUEENSLAND CIVIL AND ADMINISTRATIVE TRIBUNAL

REGISTRY: Sandgate Magistrates Court

MATTER NO: Q1499-25

THE APPLICANT: Rhonda Ann Knyvett

FIRST RESPONDENT: Garth Wilfred Osborne

SECOND RESPONDENT: Ann Anthonisz

APPLICATION FOR REPRESENTATION UNDER SECTION 43 OF THE QUEENSLAND CIVIL AND

ADMINISTRATIVE TRIBUNAL ACT 2009

TO: The Registrar

Queensland Civil and Administrative Tribunal

Sandgate Magistrates Court

FROM: Rhonda Knyvett, Applicant

1. INTRODUCTION

1. I, Rhonda Ann Knyvett, am the Applicant in these proceedings concerning a residential tenancy dispute.

2. Due to my medical condition, I am unable to personally attend or participate in the hearing scheduled for 28 March 2025.

3. I seek leave of the Tribunal to be represented by my Enduring Power of Attorney, Holly Tegan Dahm, pursuant to section 43 of the *Queensland Civil and Administrative Tribunal Act 2009.*

2. GROUNDS FOR THIS APPLICATION

4. I have received a medical certificate, dated 17 February 2025, from my treating doctor, Dr Shaheed Kamil, which states that I suffer from anxiety, depression, and coronary artery disease. The certificate further states that interactions with my ex-partner have caused significant stress, anxiety, and chest pains, and that appearing at QCAT would exacerbate my symptoms. A copy of this certificate is annexed hereto and marked Annexure A.

5. Additionally, I have received hospital admissions documentation confirming that I am scheduled to undergo a heart procedure involving the placement of a stent on 27 March 2025, requiring hospitalisation. A copy of this documentation is annexed hereto and marked Annexure B.

6. As my hospitalisation and recovery overlap with the hearing date, I will be unable to appear or make submissions in person.

7. My Enduring Power of Attorney, Holly Tegan Dahm, is a suitable representative who is well-informed about the circumstances of this matter and is in a position to present my case effectively.

8. Given my medical incapacity, permitting Ms Dahm to act on my behalf ensures procedural fairness and allows the Tribunal to consider my case without undue delay.

3. RELIEF SOUGHT

9. I respectfully seek an order granting leave for my Enduring Power of Attorney, Holly Tegan Dahm, to represent me in these proceedings, in accordance with section 43 of the *Queensland Civil and Administrative Tribunal Act 2009*.

Dated this [insert date]

_____

Rhonda Ann Knyvett

The Applicant

QUEENSLAND CIVIL AND ADMINISTRATIVE TRIBUNAL

REGISTRY: Sandgate Magistrates Court

MATTER NO: Q1499-25

APPLICANT: Rhonda Ann Knyvett

FIRST RESPONDENT: Garth Wilfred Osborne

SECOND RESPONDENT: Ann Anthonisz

APPLICATION FOR A WARRANT OF POSSESSION

TO: The Registrar

Queensland Civil and Administrative Tribunal

Sandgate Magistrates Court

1. INTRODUCTION

1. I, Rhonda Ann Knyvett, the Applicant in this matter, apply for a Warrant of Possession pursuant to section 350 of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld).

2. This application is made following the Tribunal's determination of the tenancy dispute in my favour and the First and Second Respondents' failure to vacate the premises despite being issued a lawful Notice to Leave in accordance with legislative requirements.

3. The tenancy was a periodic lease, and I have made repeated attempts since March 2024 to request confirmation from the Respondents regarding their intention to vacate or to secure their voluntary departure from the property.

4. As the homeowner, I seek the enforcement of my right to access and reside in my own property, which the Respondents' continued unlawful occupation has unreasonably prevented.

2. PROPERTY DETAILS

5. The warrant is sought in relation to the premises located at:

18 Magnetic Street, Boondall, QLD 4034.

6. The First Respondent, Garth Osborne, and Second Respondent, Ann Anthonisz, have continued to occupy the premises unlawfully beyond the termination period despite being given sufficient notice to vacate.

3. ATTEMPTS TO SECURE VOLUNTARY VACATION OF PREMISES

7. Since March 2024, I have made numerous written and verbal requests to the Respondents to confirm their intention to vacate or to arrange a mutually agreeable departure date.

8. The Respondents failed to provide any response or commitment to vacating the property, despite my ongoing efforts to reach an amicable resolution.

9. Given their lack of engagement and refusal to acknowledge their obligation to vacate, I had no alternative but to issue a Notice to Leave in compliance with legislative requirements.

4. FAILURE TO VACATE AND OVERPAYMENT OF RENT

10. On 23 December 2024, a Notice to Leave was issued to the Respondents in accordance with legislative requirements, providing them with greater than the required notice period to vacate the premises.

11. The Respondents were required to vacate by 28 February 2025 in accordance with the issued Notice to Leave.

12. Despite this, the Respondents have failed to acknowledge their obligation to vacate and remain in unlawful occupation of the premises.

13. The Respondents continued making rental payments beyond the termination date, despite being legally required to vacate the property.

14. The overpayment of rent beyond 28 February 2025 was refunded to the Respondents on 7 March 2025, confirming that they have no lawful entitlement to remain at the premises.

15. Notwithstanding this, the Respondents have refused to leave and continue to unlawfully occupy the property, preventing me, the lawful owner, from returning to and residing in my home.

5. HARDSHIP SUFFERED DUE TO UNLAWFUL OCCUPATION AND ATTEMPTS TO INTERFERE WITH LEGAL PROCEEDINGS

16. As the rightful owner and intended occupant, I am entitled to access and reside in my own home.

17. The Respondents' continued unauthorised occupation is causing significant hardship, including:

a. Preventing me from regaining my independence and stability, as I am unable to return to my home.

b. Impacting my well-being, as this prolonged occupation has caused undue stress and distress.

c. Creating unnecessary legal and procedural obstacles, requiring ongoing efforts to enforce my rights.

18. The Respondents have engaged in conduct that has deliberately obstructed the course of justice, including:

a. Falsely lodging claims relating to alleged breaches of tenancy agreements, which have no legitimate basis.

b. Attempting to intimidate and coerce me into extending a lease or entering into a tenancy agreement against my wishes.

c. Providing false documentation and declarations in an attempt to misrepresent their legal position and avoid compliance with the Tribunal's orders.

d. Using the legal process as a means of delay and obstruction, preventing me from reclaiming my lawful residence.

19. I have exhausted all reasonable avenues to secure the Respondents' voluntary departure, and their refusal to vacate has left me with no alternative remedy but to seek enforcement through a Warrant of Possession.

6. GROUNDS FOR WARRANT OF POSSESSION

20. The Respondents failed to comply with the lawfully issued Notice to Leave.

21. The tenancy was a periodic lease, and the Respondents were provided more than adequate notice to vacate.

22. No lawful justification exists for the Respondents' continued presence at the property.

23. The Respondents' unlawful occupation is preventing the homeowner from returning to reside at the property.

24. The Respondents have deliberately attempted to interfere with the lawful process through false claims, misrepresentation, and coercion.

25. The Applicant has no alternative remedy other than seeking enforcement through a Warrant of Possession.

7. RELIEF SOUGHT

26. I respectfully request that the Tribunal issue a Warrant of Possession, directing an authorised officer of the Queensland Police Service to enter the premises at 18 Magnetic Street, Boondall, QLD 4034 and remove the Respondents and any other occupants.

27. I further request that the warrant be executed as soon as possible to prevent further detriment to me as the rightful homeowner.

Dated this [insert date]

_____

Rhonda Ann Knyvett

The Applicant

Subject: RE: Drafts for Review & Next Steps
Date: Saturday, 8 March 2025 at 10:00:00 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal

Holly,

Please see below:

From: Holly Osborne <hollyteganosborne@hotmail.com>
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Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Drafts for Review & Next Steps

Hi Stuart,

Given this wild weather, I've had some time to attempt drafting the Warrant of Possession, however it very much needs your expertise.

Also, I have drafted an Application for Representation on behalf of Rhonda, using the medical certificate and hospital admission as justification.

Also, we will need to finalise the contempt of court complaint draft.

Once the finalised, it would be great to meet up, hopefully after this cyclone passes.

As I understand it, all documentation needs to be submitted seven days before the hearing. Given the hearing is on 28 March, it would be ideal to submit everything by 20 March to allow a buffer.

Stay safe, and talk soon,

Holly

QUEENSLAND CIVIL AND ADMINISTRATIVE TRIBUNAL

REGISTRY: Sandgate Magistrates Court

MATTER NO: Q1499-25

THE APPLICANT: Rhonda Ann Knyvett

FIRST RESPONDENT: Garth Wilfred Osborne

SECOND RESPONDENT: Ann Anthonisz

APPLICATION FOR REPRESENTATION UNDER SECTION 43 OF THE QUEENSLAND CIVIL AND ADMINISTRATIVE TRIBUNAL ACT 2009

TO: The Registrar

Queensland Civil and Administrative Tribunal

Sandgate Magistrates Court

FROM: Rhonda Knyvett, Applicant

1. INTRODUCTION

1. I, Rhonda Ann Knyvett, am the Applicant in these proceedings concerning a residential tenancy dispute.

2. Due to my medical condition, I am unable to personally attend or participate in the hearing scheduled for 28 March 2025.

3. I seek leave of the Tribunal to be represented by my Enduring Power of Attorney, Holly Tegan Dahm, pursuant to section 43 of the *Queensland Civil and Administrative Tribunal Act 2009*.

2. GROUNDS FOR THIS APPLICATION

4. I have received a medical certificate, dated 17 February 2025, from my treating doctor, Dr Shaheed Kamil, which states that I suffer from anxiety, depression, and coronary artery disease. The certificate further states that interactions with my ex-partner have caused significant stress, anxiety, and chest pains, and that appearing at QCAT would exacerbate my symptoms. A copy of this certificate is annexed hereto and marked Annexure A.

5. Additionally, I have received hospital admissions documentation confirming that I am scheduled to undergo a heart procedure involving the placement of a stent on 27 March 2025, requiring hospitalisation. A copy of this documentation is annexed hereto and marked Annexure B.

6. As my hospitalisation and recovery overlap with the hearing date, I will be unable to appear or make submissions in person.

7. My Enduring Power of Attorney, Holly Tegan Dahm, is a suitable representative who is well-informed about the circumstances of this matter and is in a position to present my case effectively.

8. Given my medical incapacity, permitting Ms Dahm to act on my behalf ensures procedural fairness and allows the Tribunal to consider my case without undue delay.

3. RELIEF SOUGHT

9. I respectfully seek an order granting leave for my Enduring Power of Attorney, Holly Tegan Dahm, to represent me in these proceedings, in accordance with section 43 of the *Queensland Civil and Administrative Tribunal Act 2009*.

Dated this [insert date]

_____

Rhonda Ann Knyvett

The Applicant

QUEENSLAND CIVIL AND ADMINISTRATIVE TRIBUNAL

REGISTRY: Sandgate Magistrates Court

MATTER NO: Q1499-25

APPLICANT: Rhonda Ann Knyvett

FIRST RESPONDENT: Garth Wilfred Osborne

SECOND RESPONDENT: Ann Anthonisz

APPLICATION FOR A WARRANT OF POSSESSION

TO: The Registrar

Queensland Civil and Administrative Tribunal

Sandgate Magistrates Court

1. INTRODUCTION

1. I, Rhonda Ann Knyvett, the Applicant in this matter, apply for a Warrant of Possession pursuant to section 350 of the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)*.

2. This application is made:

a. In the context of the First and Second Respondents' failure to vacate the premises despite The Applicant having issued The Respondents with a valid and enforceable Notice to Leave in compliance with the relevant statutory requirements,

b. In anticipation of this Tribunal granting the Orders sought in my Originating Application in this matter,

c. Relies upon the Originating Application and affidavit evidence filed in that proceeding, the same nexus of material facts applying to each Application.

3. The tenancy was a periodic lease,

4. Since March 2024 I have, on several occasions, asked the Respondents to confirm they will vacate the property.

5. Despite these several requests, evidence of which has been filed in this proceeding, the Respondents have filed or refused

to confirm when they will vacate the property.

6. I wish to retake possession of the property and return to residing there,

7. The Respondents' continued unlawful occupation of the property has prevented me from doing so.

6. I seek the enforcement of my right to access and reside in my own property,

2. PROPERTY DETAILS

5. The warrant is sought in relation to the property located at:

18 Magnetic Street, Boondall, QLD 4034.

6. The First Respondent, Garth Osborne, and Second Respondent, Ann Anthonisz, have continued to occupy the premises unlawfully beyond the termination period despite being given sufficient notice to vacate.

7. They have made unauthorised alterations to the property and have failed or refused to comply with the properly issued Notice of Inspection.

3. ATTEMPTS TO SECURE VOLUNTARY VACATION OF PREMISES

7. Since March 2024, I have made numerous written and verbal requests, acting by myself, my Enduring Power of Attorney Mrs Holly Dahm and my solicitor, Stuart Loudon of LOUDON LEGAL, to the Respondents to confirm their intention to vacate or to arrange a mutually agreeable departure date.

8. The Respondents failed to provide any response or commitment to vacating the property, despite my ongoing efforts to reach an amicable resolution.

9. Given their lack of engagement and refusal to acknowledge their obligation to vacate, I had no alternative but to issue a Notice to Leave in compliance with legislative requirements.

4. FAILURE TO VACATE AND OVERPAYMENT OF RENT

10. On 23 December 2024, a Notice to Leave was issued to the Respondents in accordance with legislative requirements, providing them with greater than the required notice period to vacate the property.

11. The Notice To Leave specified that the Respondents were required to vacate by 28 February 2025 in accordance with the issued Notice to Leave.

12. Despite this, the Respondents have failed to acknowledge their obligation to vacate and remain in unlawful occupation of the property.

13. The Respondents continued making rental payments beyond the termination date, despite being legally required to vacate the property.

14. The overpayment of rent beyond 28 February 2025 was refunded to the Respondents on 7 March 2025, in acknowledgement of the Respondents having no legal entitlement to remain residing in the property.

15. Notwithstanding this, the Respondents have refused to leave and continue to unlawfully occupy the property, preventing me, the registered owner of the property, from returning to and residing in my home.

5. HARDSHIP SUFFERED DUE TO UNLAWFUL OCCUPATION AND ATTEMPTS TO INTERFERE WITH LEGAL PROCEEDINGS

16. As the registered owner of the property, I am entitled to access and reside in my own home.

17. The Respondents have ignored my direction to leave the property and my having informed them that I wish to reside there.

17. The Respondents' continued unauthorised occupation of the property is causing me significant hardship, including:

a. Preventing me from regaining my independence and stability, by returning to live in my home.

b. Impacting my well-being, the uncertainty of this situation, and my inability to reside in my home, having caused me undue stress and distress.

c. Creating unnecessary legal and procedural obstacles, requiring ongoing efforts to enforce my rights.

18. The Respondents have engaged in conduct that has deliberately obstructed the course of justice, including:

a. Falsely lodging claims relating to alleged breaches of tenancy agreements, which have no legitimate basis.

b. Attempting to intimidate and coerce me into extending a lease or entering into a tenancy agreement against my wishes.

c. Providing false documentation and declarations in an attempt to misrepresent their legal position and avoid compliance with the Tribunal's orders.

d. Using the legal process as a means of delay and obstruction, preventing me from reclaiming my lawful residence

e. Ignoring and disregarding correspondence my solicitor sent to them regarding these matters.

.

19. I have exhausted all reasonable avenues to secure the Respondents' voluntary departure, and their refusal to vacate has left me with no remedy but to seek enforcement through a Warrant of Possession.

6. GROUNDS FOR WARRANT OF POSSESSION

20. The Respondents failed to comply with the lawfully issued Notice to Leave.

21. The tenancy was a periodic lease, and the Respondents were provided more than adequate notice to vacate.

22. No lawful justification exists for the Respondents' continued presence at the property.

23. The Respondents' unlawful occupation is preventing the homeowner from returning to reside at the property.

24. The Respondents have deliberately attempted to interfere with the lawful process through false claims, misrepresentation, and coercion.

25. The Applicant has no alternative remedy other than seeking enforcement through a Warrant of Possession.

7. RELIEF SOUGHT

26. I respectfully request that the Tribunal issue a Warrant of Possession, directing an authorised officer of the Queensland Police Service to enter the premises at 18 Magnetic Street, Boondall, QLD 4034 to remove the Respondents and any other occupants, along with their assets.

27. I further request that the warrant be executed as soon as possible to prevent further detriment to me as the rightful homeowner.

Dated this [insert date]

_____

Rhonda Ann Knyvett

The Applicant

Subject: Your matters
Date: Saturday, 8 March 2025 at 8:44:30 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Hi Holly,

Given that the threat weatherwise has been downgraded substantially I am back in the office.

I will respond to outstanding matters this weekend.

Stay safe.

Stuart

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:

1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

Email scammers may target law practices, and their clients.
Please therefore:

1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: RE: Complaint - serious criminal offences
Date: Thursday, 6 March 2025 at 10:35:39 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Thank you Holly,
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
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1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Wednesday, 5 March 2025 10:57 PM
To: Prosecutions.Sandgate@police.qld.gov.au
Cc: Chris Davis <CDavis@mcw.com.au>; go56@bigpond.com; ann.z.shopz@gmail.com
Subject: Complaint - serious criminal offences
Importance: High

Dear Sir/Madam,

I am writing to formally lodge a complaint against Mr Garth Wilfred Osborne and Ms Ann Anthonisz for actions that I believe constitute serious criminal offences, including but not limited to fraud, false declaration, and attempting to pervert the course of justice in a current Queensland Civil and Administrative Tribunal (QCAT) proceeding set for hearing on 28 March 2025 at Sandgate Magistrates Court.

I am the Enduring Power of Attorney on behalf of Ms Rhonda Ann Knyvett, the Applicant in QCAT proceedings involving the Respondents Mr Osborne and Ms Anthonisz. During these proceedings, the Respondents submitted and served the following documents on 27 February 2025, and for a second time on 28 February 2025, serving an additional statement (4).

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2. A cheque stub
3. An affidavit certified before a Justice of the Peace
4. A statement lodged with QCAT.

In these documents, Mr Osborne declared that a $10,000 cheque issued to Ms Knyvett was a gift. Mr Osborne and Ms Knyvett are co trustee's of a Self-Managed Superannuation Fund (SMSF). The SMSF financial operating statement for financial year ending 30 June 2023 records the $10,000 payment as a superannuation payment made to Ms Knyvett on page 5. The cheque cannot be a gift as it was recorded in the SMSF operating statement, and reported to Australian Tax Office in the SMSF annual tax lodgement.

Based on the available information, it is my interpretation that the Respondents, Mr Osborne and Ms Anthonisz, have allegedly engaged in conduct that may constitute serious offences, including but not limited to fraud, false declaration, and attempting to pervert the course of justice.

It appears that Mr Osborne knowingly misrepresented the nature of a $10,000 cheque payment, intentionally making a false declaration to a Justice of the Peace (JP). The document was certified, and the Respondents submitted the document to the QCAT as part of proceedings in Case No. Q1499-25, a residential tenancy dispute concerning a periodic lease. This false declaration was also served on the Applicant, Ms Knyvett, presented as evidence before QCAT.

Mr Osborne swore an affidavit before a JP, despite allegedly knowing the contents to be false, and subsequently submitted this affidavit to QCAT in an apparent attempt to mislead the Tribunal to secure a more favourable outcome. This affidavit appears to have been designed to falsely recharacterise the cheque payment made to Ms Knyvett, with the apparent objective of concealing the true nature of the transaction.

While the misleading information was served on behalf of both Respondents, Mr Osborne and Ms Anthonisz, it remains a key consideration whether Ms Anthonisz was aware that the statement was false. Based on the circumstances, it appears Ms Anthonisz stood to benefit from the

misrepresentation, and if it is established that she had knowledge of the false statement and did not dispute its accuracy, she may be complicit in the deceptive conduct.

In Queensland law, accessorial liability may arise if an individual:

- Knowingly aids, abets, counsels, or procures the commission of an offence; or
- Intentionally participates in an act designed to mislead a legal process for personal gain.

The actions undertaken appear to be a deliberate attempt to pervert the course of justice by submitting false information to a legal authority, with the Respondents seemingly seeking to gain an advantage in a tenancy dispute. Given the seriousness of these allegations, this information is submitted in good faith for consideration by the relevant authorities, to determine whether criminal charges should be pursued against either or both Respondents.

Supporting evidence

- All documentation lodged with the QCAT and served to the Applicant on 27 February 2025 and 28 February 2025
- SMSF financial operating statement FY23

Contempt Application

Please be advised that I am in the process of preparing submissions and will lodge a complaint of contempt against the Respondents with the QCAT.

Request

Given the seriousness of the allegations against The Respondents, I respectfully request the issuance of a complaint number for this report and to be notified of public developments, such as charges or convictions.

As the evidence pertaining to these allegations remains preserved and cannot be altered, I have included Mr Osborne, Ms Anthonisz, and Mr Osborne's SMSF legal representative, Mr Davis, in this correspondence, ensuring the Respondents have the opportunity to proactively engage with enquiries initiated by the Queensland Police Service regarding this complaint. To assist with enquiries, the Respondents contact information is provided below. Should you require any additional information, please do not hesitate to contact me via phone at 0401 219 842 or by email.

Thank you for your attention to this serious matter.

Kind regards,

Holly Dahm

Enduring power of attorney

On behalf of Rhonda Ann Knyvett

CONTACT INFORMATION

Garth Wilfred Osborne
0407755084
Go56@bigpond.com.au
18 Magnetic Street
Boondall 4018
PO BOX 321
Taigum 4018

Ann Anthonisz
0401 072 389
ann.z.shopz@gmail.com
18 Magnetic Street
Boondall 4018
PO BOX 321
Taigum 4018

SMSF Legal Representation
Chris Davis
McInnes Wilson Lawyers
3014 6530
cdavis@mcw.com.au
Level 23, Central Plaza,
345 Queen Street

Subject: RE: DRAFT - Application for contempt
Date: Sunday, 2 March 2025 at 2:12:46 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

Holly,

Any time in the morning would suit. Please let me know when suits.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.
Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Sunday, 2 March 2025 1:42 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Re: DRAFT - Application for contempt

Hey Stuart

Gosh you set the bar high working on a weekend!

Thanks for coming back to me. I appreciate your advice for a more conservative approach, however give the overlap with the SMSF matter and the respondents information, I want to fully consider all factors before deciding.

Could we arrange a quick call Monday, do you have a preference on time?

Holly

Sent from my iPhone

> On 2 Mar 2025, at 12:18 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
>
> Hi Holly,
>
> Anything submitted in this matter should be addressed to both Respondents. Let them make the argument about Ann's role.
>
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STUART LOUDON
Director and Court-Appointed Costs Assessor



Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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2. Delete it from your records without forwarding or showing it to anyone.
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1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
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From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Saturday, 1 March 2025 10:47 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: DRAFT - Application for contempt

Hi Stuart

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Should we also include his blackmail attempts and the falsified rental receipt to fabricate a lease? Additionally, given Ann's involvement, should we consider her liability, whether as an accessory, for aiding and abetting, or vicariously?

Looking forward to our discussion.

Holly

— —

APPLICATION FOR CONTEMPT OF TRIBUNAL

Applicant: Rhonda Ann Knyvett

Respondent: Garth Wilfred Osborne & Ann Anthonisz

1. INTRODUCTION

1.1 The Applicant, Rhonda Knyvett, files this complaint against the Respondent, Garth Wilfred Osborne, for contempt of the Queensland Civil and Administrative Tribunal (QCAT), pursuant to the Queensland Civil and Administrative Tribunal Act 2009 (Qld) and relevant provisions under the Criminal Code Act 1899 (Qld), including but not limited to fraud, false declarations,

perjury, and attempting to pervert the course of justice.

1.2 The Respondent has knowingly submitted and served documents containing materially false and misleading information to the Tribunal, intending to deceive the Tribunal and interfere with the proper administration of justice.

2. GROUNDS OF CONTEMPT

2.1 False Declaration and Fraudulent Representation

(a) The Respondent has submitted and served on QCAT certified documents, including:

- A bank statement from his personal bank account;

- A cheque stub; and

- An affidavit statement certified before a Justice of the Peace (JP).

(b) The Respondent falsely declared that a $10,000 cheque issued to the Applicant was a gift, when in fact, the SMSF Operating Statement for the financial year ending 30 June 2023 records the same amount as a superannuation member payment.

(c) The cheque cannot simultaneously be classified as both a gift and a superannuation payment, meaning that the Respondent has:

-Made a false declaration in an affidavit;

-Falsely represented material facts before QCAT; and

-Deliberately sought to mislead the Tribunal in a manner amounting to fraud.

2.2 Perjury under the Criminal Code Act 1899 (Qld)

(a) The Respondent has sworn an affidavit before a JP, knowing that the contents are false, constituting perjury under section 123 of the Criminal Code Act 1899 (Qld).

(b) The Respondents sworn statements misrepresent the nature of the $10,000 cheque and contradict the SMSF financial records.

2.3 Attempting to Pervert the Course of Justice

(a) The Respondents actions were clearly intended to:

Deceive QCAT;

-Falsely alter the characterisation of financial transactions; and

-Conceal breaches of superannuation and taxation laws.

(b) Given that the Respondents personal bank account was used for transfers involving the SMSF, his misrepresentation is part of a broader pattern of financial misconduct.

(c) By submitting and certifying false documents, the Respondent has engaged in conduct that constitutes attempting to pervert the course of justice under section 140 of the Criminal Code Act 1899 (Qld).

3. RELIEF SOUGHT

The Applicant seeks the following relief:

(a) That QCAT refer the matter to the appropriate prosecutorial authorities for investigation into fraud, false declaration, perjury, and attempting to pervert justice.

(b) That QCAT impose appropriate penalties and sanctions for contempt of Tribunal.

(c) That QCAT direct the Respondent to provide full and accurate disclosure of all financial transactions relating to the SMSF.

(d) That any evidence provided by the Respondent in relation to this matter be subjected to forensic financial examination.

4. CONCLUSION

The Respondent has knowingly and wilfully misled QCAT by providing certified false statements and documentation. His conduct is a direct affront to the integrity of the Tribunal and warrants immediate action to uphold the proper administration of justice.

Filed this XX day of March 2025.

Signed

Holly Dahm, Enduring Power of Attorney

On behalf of Rhonda Ann Knyvett

Sent from my iPhone

> On 1 Mar 2025, at 5:47 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
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> Hi Holly
> I have some matters to cover with you re this so will be in touch tomorrow.
> Stuart

Get Outlook for iOS

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Cc: Riki Dahm <rikidahm84@gmail.com>
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Irrespective to the above, the other certified materials served to the applicant, and submitted to QCAT provide evidence of fraud, false declaration, perjury, and attempting to pervert justice

In the SMSF financial statement associated with the ATO lodgement, Garth classified this $10,000 payment as Rhonda's member benefit payment for superannuation, whilst Rhonda was unaware of this, she has only ever received one $10,000 payment evidence in her only bank account (available). It cannot be both a gift and a member benefit payment (attached).

I intend to lodge a formal complaint with QPS. Please advise how we can integrate this into our QCAT submissions.

Let me know your thoughts, happy to discuss over the phone if that's easier.

Holly

<image1.jpeg>

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> ---
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>
> Holly

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Date: Sunday, 2 March 2025 at 12:18:02 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

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Director and Court-Appointed Costs Assessor

LOUDON LEGAL

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2. Delete it from your records without forwarding or showing it to anyone.
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Should we also include his blackmail attempts and the falsified rental receipt to fabricate a lease? Additionally, given Ann's involvement, should we consider her liability, whether as an accessory, for aiding and abetting, or vicariously?

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APPLICATION FOR CONTEMPT OF TRIBUNAL

Applicant: Rhonda Ann Knyvett

Respondent: Garth Wilfred Osborne & Ann Anthonisz

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1.2 The Respondent has knowingly submitted and served documents containing materially false and misleading information to the Tribunal, intending to deceive the Tribunal and interfere with the proper administration of justice.

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(a) The Respondent has submitted and served on QCAT certified documents, including:

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(c) The cheque cannot simultaneously be classified as both a gift and a superannuation payment, meaning that the Respondent has:

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-Falsely represented material facts before QCAT; and

-Deliberately sought to mislead the Tribunal in a manner amounting to fraud.

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(a) The Respondent has sworn an affidavit before a JP, knowing that the contents are false, constituting perjury under section 123 of the Criminal Code Act 1899 (Qld).

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(a) The Respondents actions were clearly intended to:

Deceive QCAT;

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(b) Given that the Respondents personal bank account was used for transfers involving the SMSF, his misrepresentation is part of a broader pattern of financial misconduct.

(c) By submitting and certifying false documents, the Respondent has engaged in conduct that constitutes attempting to pervert the course of justice under section 140 of the Criminal Code Act 1899 (Qld).

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The Applicant seeks the following relief:

(a) That QCAT refer the matter to the appropriate prosecutorial authorities for investigation into fraud, false declaration, perjury, and attempting to pervert justice.

(b) That QCAT impose appropriate penalties and sanctions for contempt of Tribunal.

(c) That QCAT direct the Respondent to provide full and accurate disclosure of all financial transactions relating to the SMSF.

(d) That any evidence provided by the Respondent in relation to this matter be subjected to forensic financial examination.

4. CONCLUSION

The Respondent has knowingly and wilfully misled QCAT by providing certified false statements and documentation. His conduct is a direct affront to the integrity of the Tribunal and warrants immediate action to uphold the proper administration of justice.

Filed this XX day of March 2025.

Signed

Holly Dahm, Enduring Power of Attorney

On behalf of Rhonda Ann Knyvett

Sent from my iPhone

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From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: GARTH WILFRED OSBORNE, Louden Legal
Attachments: image1.jpeg

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Queensland Civil and Administrative Tribunal

RE: Case No QI499-25
Tribunal hearing scheduled for 28/03/2025
Applicant: Rhonda Ann Knyvett
Respondents: Garth Wilfred Osborne & Ann Anthonisz

Dear Sir/Madam,

RE: Affidavit affirmed by GARTH WILFRED OSBORNE on 25/02/2025.

The purpose of the affidavit is to display clarity of the amicable trusting long standing relationship that existed between Garth Wilfred Osborne (The Respondent) and Rhonda Ann Knyvett (The Applicant) enabling both parties to enter into a verbal/implied tenancy agreement with The Respondent having the firm belief the tenancy terms were for a period of a minimum 18 months period with possibility of extending for a further 6 months.

The Respondents were about to commence a new house construction and The Applicant was clearly aware of The Respondents time frame requirements.

The amicable trusting long standing relationship ended following an acrimonious disagreement between The Respondent and The Applicant's daughter with whom The Applicant permanently resides since discharge from hospital following a self harm substance abuse episode in mid 2023.

Yours sincerely,

GARTH WILFRED OSBORNE
The Respondent



On 28 Feb 2025, at 1:26 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Holly
This is irrelevant to the case. It will not help him. He has done nothing to

Undermine Rhonda's evidence which will consequently be accepted.
I suspect he may file something later.
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Upon review, the affidavit appears to contain information unrelated to the periodic lease, neither supporting nor undermining his case. However, I am open to your perspective on this matter.

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Holly

Subject: FW: Our client Rhonda Knyvett
Date: Wednesday, 26 February 2025 at 3:16:45 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: honda.r@hotmail.com <honda.r@hotmail.com>, Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal

Holly,

Their response is below- it will be a useful exhibit to my affidavit.

Stuart

From: Garth Osborne <go56@bigpond.com>
Sent: Wednesday, 26 February 2025 1:30 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: Our client Rhonda Knyvett

Stuart Loudon.

As you know this matter is scheduled for a Tribunal hearing on 28/03/2025.

Yours sincerely,

Garth Osborne & Ann Anthonisz

On 26 Feb 2025, at 11:52 am, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

We refer to previous correspondence,

We note that you are due to vacate our client's property this coming Friday, 28 February 2025, but have not confirmed your intention to comply with your legal obligations in this regard. Further you have apparently disregarded these obligations by paying additional rent to our client up until 10 March 2025, in the presumption that you may remain in the property.

You remain on notice that that you are to vacate the property on or before this coming Friday.

This email will be exhibited to an affidavit I will shortly be deposing to, for submission to the Tribunal.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.
Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: FW: Our client Rhonda Knyvett
Date: Wednesday, 26 February 2025 at 11:53:38 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Honda.r@hotmail.com <honda.r@hotmail.com>, Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Thank you Holly,

Stuart

From: Stuart Loudon
Sent: Wednesday, 26 February 2025 11:53 AM
To: go56@bigpond.com; ann.z.shopz@gmail.com
Subject: Our client Rhonda Knyvett

We refer to previous correspondence,

We note that you are due to vacate our client's property this coming Friday, 28 February 2025, but have not confirmed your intention to comply with your legal obligations in this regard. Further you have apparently disregarded these obligations by paying additional rent to our client up until 10 March 2025, in the presumption that you may remain in the property.

You remain on notice that that you are to vacate the property on or before this coming Friday.

This email will be exhibited to an affidavit I will shortly be deposing to, for submission to the Tribunal.

Yours faithfully,

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Please therefore:

1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: RE: Rent - Overpayment
Date: Tuesday, 25 February 2025 at 9:04:46 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

Hi Holly,

While having them continuing to pay you is an attractive option, I agree that it will weaken your position.

Returning the over payment will make it clear that the boundary you have set remains effective and will lessen the weight of their argument at the hearing. It is brazen of them to ignore your/my demand that they confirm they will move out on the required date, and instead wave the carrot of further rent in your face.

At the hearing we can seek orders that they pay you rent for any period that they stayed past the 28th. There is risk as the tribunal may/may not do so. It would however strengthen you in your goal of getting them out.

I suggest I send the following to them by email (I had planned to get down to the office today to finalise my affidavit but this would make an effective inclusion as an exhibit).

We refer to our several previous correspondences to which you have not replied.

We note that you are due to vacate our client's property this coming Friday, 28 February 2025, but have not confirmed your intention to comply with your legal obligations in this regard. Further you have apparently disregarded these obligations by paying additional rent to our client up until 14 March 2025, in the presumption that you may remain in the property.

You remain on notice that that you are to vacate the property on or before this coming Friday. This email will be exhibited to an affidavit I will shortly be deposing to, for submission to the Tribunal.

Please confirm that you are happy for me to send it.

Incidentally while I invoiced for the Tribunal component I have not yet invoiced for the Tenancy Dispute component mentioned in my Engagement Letter. I expect to do so shortly.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

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Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 25 February 2025 8:49 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Rent - Overpayment

Hi Stuart,

I wanted to update you on the current situation with Garth and Ann. Garth has made a direct rent payment covering up to 14 March. Their last day at the property is meant to be 28 Feb.

Moving forward should we:

1. Cease acceptance of rent payments, returning any overpayments; or
2. Continue accepting payments and await tribunal proceedings.

I do not want to inadvertently establish a new tenancy period, potentially making it more challenging to enforce the vacate date of 28 Feb.

Thanks,

Holly

Subject: RE: QCAT Hearing – Medical Certificate & Next Steps
Date: Thursday, 20 February 2025 at 10:50:04 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

Hi Holly,

Thank you for sending that through. Yes, I will forward my affidavit once signed- I have a few different matters requiring witnessing so want to compile them for witnessing at the same time. I will get this done shortly. I had expected amending the affidavit to include any responses received but there have been none.

We would not include further evidence until after 28 February 2025.

We would apply to QCAT for the Warrant of Possession after 28 February 2025. In making the application we would mention this existing matter and ask that they be heard together as they pertain to the same nexus of facts and are directly intertwined.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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Please therefore:
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2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 18 February 2025 11:43 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: QCAT Hearing – Medical Certificate & Next Steps

Hi Stuart,

I have uploaded (or will upload) the attached medical certificate for Rhonda, excusing her from representing herself and requesting that, as her Enduring Power of Attorney, I represent her at the QCAT hearing on 28 March. The certificate is attached for your reference.

Could you advise on the next steps? Do I need to lodge a submission petitioning the tribunal for this, or does it happen automatically?

Also, please send me your affidavit once drafted. I will ensure all relevant parties are served with the medical certificate, your affidavit, and any attachments.

Can you confirm whether we will be providing further evidence? My understanding is that as time progresses, any further breaches or matters should also be uploaded to the portal so that, if the tenants have not vacated by 28 February, a full record of the situation is available.

Additionally, I presume that if they fail to vacate, we will lodge a submission with QCAT for a warrant of eviction after 28 February, which will also need to be uploaded. Could you confirm whether all matters will be heard on 28 March?

Looking forward to your guidance.

Kind regards,

Holly Dahm

Subject: FW: SAND - Q1499-25 - Notice CRM:0891366
Date: Wednesday, 12 February 2025 at 10:57:38 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Honda.r@hotmail.com <honda.r@hotmail.com>, Holly Osborne <hollyteganosborne@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image.png, image001.jpg, QCAT - Notice of hearing In Person.pdf, Decision.pdf

Good morning Holly, Rhonda and Riki,

Please find attached two documents received yesterday from the Tribunal.

1. Your application for legal representation has been refused. This does not mean that I cannot attend the hearing; only that I cannot speak on your behalf.
2. The hearing has been set down for 28 March 2025.

I had hoped to incorporate any response from the Respondents into my affidavit but there has been none other than the nonsensical "Recall" email I forwarded to you. I will attend to finalising my updated affidavit this week. I will forward it to you once signed.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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2. Delete it from your records without forwarding or showing it to anyone.
Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: no_reply_prd_ecourt <no_reply_prd_ecourt@justice.qld.gov.au>
Sent: Tuesday, 11 February 2025 3:56 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: SAND - Q1499-25 - Notice CRM:0891366

Rhonda Ann Knyvett

Level 2 52 McDougall street
Milton Queensland 4064

Dear Rhonda Ann Knyvett,

Event Title: Rhonda Ann Knyvett v. Garth Wilfred Osborne & Anor

Case Number: Q1499-25

Please find attached a Notice of hearing for a proceeding in the above case. Please ensure you read the Notice carefully and follow all relevant instructions.

You can view this Notice and check the status of this matter via QCase on the QCAT website.

Yours sincerely

Sue
for
Principal Registrar
Queensland Civil and Administrative Tribunal
w: qcat.qld.gov.au



****
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If you are not the intended addressee and this message has been sent to you by mistake, please notify the sender immediately, destroy any hard copies of the email and delete it from your computer system network. Any legal privilege or confidentiality is not waived or destroyed by the mistake. It is your responsibility to ensure that this email does not contain and is not affected by computer viruses, defects or interferences by third parties or replication problems.
****

Subject: FW: Draft sent in error to Rhonda Knyvett on 30th December 2024
Date: Monday, 10 February 2025 at 9:34:24 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Honda.r@hotmail.com <honda.r@hotmail.com>
Category: Louden Legal

Hi Holly,

I am back in the office today.
I received the below rather odd email from the other side. No other correspondence received. I will be finalising my affidavit to send to you for uploading,

Stuart

-----Original Message-----
From: Garth Osborne <go56@bigpond.com>
Sent: Sunday, 9 February 2025 7:27 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Draft sent in error to Rhonda Knyvett on 30th December 2024

Stuart Loudon
Loudon Law

Hi Stuart,

It's only recently come to our attention that the recall notice referring to the email sent to your client (Rhonda Ann Knyvett) in error on 30/12/2024 incorrectly referred to an email sent on 07/01/2025.

The recall of the draft sent in error to your client (Rhonda Ann Knyvett) was intended to refer to the email dated 30/12/2024.

Yours sincerely,

Garth Osborne & Ann Anthonisz

Subject: FW: Draft sent in error to Rhonda Knyvett on 30th December 2024
Date: Monday, 10 February 2025 at 9:34:22 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Honda.r@hotmail.com <honda.r@hotmail.com>
Category: Louden Legal

Hi Holly,

I am back in the office today.
I received the below rather odd email from the other side. No other correspondence received. I will be finalising my affidavit to send to you for uploading,

Stuart

-----Original Message-----
From: Garth Osborne <go56@bigpond.com>
Sent: Sunday, 9 February 2025 7:27 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Draft sent in error to Rhonda Knyvett on 30th December 2024

Stuart Loudon
Loudon Law

Hi Stuart,

It's only recently come to our attention that the recall notice referring to the email sent to your client (Rhonda Ann Knyvett) in error on 30/12/2024 incorrectly referred to an email sent on 07/01/2025.

The recall of the draft sent in error to your client (Rhonda Ann Knyvett) was intended to refer to the email dated 30/12/2024.

Yours sincerely,

Garth Osborne & Ann Anthonisz

Subject: Automatic reply: Potential Reactions
Date: Saturday, 8 February 2025 at 9:10:11 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal

Please note that our office is closed today, reopening on 10 February 2025.

Emails will be monitored in the interim.

Thank you for your patience,

STUART LOUDON
LOUDON LEGAL

Subject: Re: Update on Application & Document Service Sandgate Magistrates Court
Date: Thursday, 6 February 2025 at 8:39:33 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal

Holly
I am out of the office for health reasons but will finalise and sign my affidavit for you to upload by Monday.
Stuart

Get Outlook for iOS

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Thursday, February 6, 2025 5:01:39 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Update on Application & Document Service Sandgate Magistrates Court

Dear Stuart,

An update regarding the application:

The adjudicators decision on legal representation is pending and will be provided once determined.

When the application and supporting documents were uploaded, they were automatically forwarded to all parties via email.

All additional documents uploaded must be served to all parties within seven (7) days of filing. I will serve the additional information today with you in CC.

Please let me know if you need any further information.

Kind regards,

Holly

Subject: Automatic reply: Update on Application & Document Service Sandgate Magistrates Court
Date: Thursday, 6 February 2025 at 5:01:52 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal

Please note that our office is closed today, reopening on7 February 2025.

Emails will be monitored in the interim.

Thank you for your patience,

STUART LOUDON
LOUDON LEGAL

Subject: RE: Affidavit Submission & Additional Documents
Date: Wednesday, 5 February 2025 at 10:31:34 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

Thank you both for your emails.

We will use the texts re the carpet, and if there was free rent, in any claim made.

I will forward my affidavit once it has been affirmed. I expect it will be tomorrow but will depose to it as soon as possible.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

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Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
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From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 4 February 2025 9:47 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Affidavit Submission & Additional Documents

Dear Stuart,

I hope you're well.

Please find attached:
• HTD-2 Two email exchanges
• HTD-2 Text message exchanges

The affidavits and all attachments have been uploaded to QCase. Once you have finalised your affidavit, please email it to me, and I will upload it for ease of access.

Please let me know if you require anything further. If I am unavailable, please contact Riki Dahm via phone or email, who can bring it to my attention.

Kindly continue to keep him in CC.

Best regards,
Holly Dahm

Riki Dahm
0424 161 433

Subject: FW: Our client Rhonda Knyvett
Date: Tuesday, 4 February 2025 at 8:56:10 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Honda.r@hotmail.com <honda.r@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: Scan2025-01-29_142933.pdf

Good evening,

The notice I forwarded is an earlier one from 29 January 2025, apparently re-sent to demand I cease contact.

The points I make remain in my email just sent to you remain.

Stuart

.

From: Garth Osborne <go56@bigpond.com>
Sent: Tuesday, 4 February 2025 5:32 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: Our client Rhonda Knyvett

Stuart Loudon,

RE: Your client RHONDA ANN KNYVETT

Please find attached document.

We're not awaiting your response,

Garth Osborne & Ann Anthonisz

On 4 Feb 2025, at 4:08 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Mr Osbourne and Ms Anthonisz,

Our correspondence is attached.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

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<Letter to Mr Osborne and Ms Anthonisz 4 February 2025.pdf>

Subject: FW: Our client Rhonda Knyvett
Date: Tuesday, 4 February 2025 at 8:39:37 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: Scan2025-01-29_142933.pdf

Riki, Holly and Rhonda,

This is the Respondents' response to my letter of today. It is becoming increasingly absurd as they have not responded to repeated requests.

I think reply is unnecessary. They bear the onus of enforcing the Breach Notices.

I would suggest you proceed on the basis that you are retaking possession of the property on the 28 February 2025. They have no legal grounds to refuse you and you are entitled to change locks, move your assets in etc. In practice the police will only respond if there is a Warrant of Possession which we will apply for immediately should they not vacate.

You have given them every explanation which they are ignoring- the repeated spelling mistakes in the Notice (more than usual) suggests the stress they are under from the escalation.

Now I have your affidavits I will attend to filing mine shortly.

Stuart

From: Garth Osborne <go56@bigpond.com>
Sent: Tuesday, 4 February 2025 5:32 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: Our client Rhonda Knyvett

Stuart Loudon,

RE: Your client RHONDA ANN KNYVETT

Please find attached document.

We're not awaiting your response,

Garth Osborne & Ann Anthonisz

> On 4 Feb 2025, at 4:08 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
>
> Mr Osbourne and Ms Anthonisz,
>
> Our correspondence is attached.
>
> Yours faithfully,
>
> **STUART LOUDON**
> Director and Court-Appointed Costs Assessor
>
> <image001.jpg>
>
> Website: www.Loudonlegal.com.au
> Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
> E-MAIL: STUART@LOUDONLEGAL.COM.AU
>
> FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true
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> 2. Look for emails with bank account details that appear altered.
>
> <Letter to Mr Osborne and Ms Anthonisz 4 February 2025.pdf>

Subject: Our client Rhonda Knyvett
Date: Tuesday, 4 February 2025 at 4:08:57 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: ann.z.shopz@gmail.com <ann.z.shopz@gmail.com>, Garth Osborne <go56@bigpond.com>
Category: Louden Legal
Attachments: image001.jpg, Letter to Mr Osborne and Ms Anthonisz 4 February 2025.pdf

Mr Osbourne and Ms Anthonisz,

Our correspondence is attached.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
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1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: FW: Our Client Rhonda Knyvett
Date: Tuesday, 4 February 2025 at 11:05:36 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>, Honda.r@hotmail.com <honda.r@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg, Scan2025-02-04_080002.pdf

Good morning Holly, Riki and Rhonda,

Please see the attached received from the Respondents.

In circumstances where they have been directed to vacate the property at the end of this month, raising such issues well after the fact is quite odd. They have issued this notice without any reply to our previous correspondence. Their next remedy is to approach the Tribunal, and even if it was set down for a hearing, it would occur well after the date for them to leave.

Holly please forward your and Riki's affidavits once finalised and I will use them to finalise mine.

I propose to send them the following:

We refer to your Notice of Breach received today.

We note:

1. *You have not responded the matters raised in our previous correspondence,*
2. *Your Notice of Breach raises issues in a completely untimely way, a mere 24 days before you have been directed to vacate our client's property so that she may take occupation,*
3. *Were these concerns of any substance, they can, and should, have been raised within a reasonable timeframe,*

We have forwarded your Notice to our client for her instructions.

In the meantime:

1. *You have consistently declined to respond to our correspondence or the important requests for assurance they contain,*
2. *You are to vacate the property on 28 February 2025,*
3. *At that time our client will perform a condition report, and we have advised her of her options for making a claim against you for the costs of remedying any damage you have caused to the property. We have written to you already about such damage but you have declined to reply,*
4. *Our client has filed her Application to QCAT, and the Tribunal will serve you with the documents shortly,*
5. *Our client's Application is supported by supporting affidavits which carefully document our client's dealings with you. This includes an affidavit attaching our correspondence with you.*
6. *Our client's Application includes proposed orders seeking orders for costs against you,*
7. *With 24 days until you are due to vacate the property, you have repeatedly refused to confirm your intention to comply with this obligation, avoided addressing material matters and have instead served our client with obfuscatory Breach Notices.*
8. *This correspondence will be exhibited to an affidavit and brought before the Tribunal.*

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
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1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Garth Osborne <go56@bigpond.com>
Sent: Tuesday, 4 February 2025 8:08 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: Our Client Rhonda Knyvett

Stuart Loudon,

RE: Your client RHONDA ANN KNYVETT

RE: Notice to remedy breach (Form 11)

Documents attached.

We await your clients response,

Garth Osborne & Ann Anthonisz

On 29 Jan 2025, at 3:17 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Mr Osborne and Ms Anthonisz,

We refer to your email dated today and our response sent to you just now.

Please note, further, that:

1. your purported *Form 11 Notice to Remedy Breach,* received today, misspells my first name as “Sturat”. I would hope that this resulted from poor typing rather than being a derogatory “rat” reference to me,
2. Your clarification on that point would be appreciated,
3. regardless, in that notice you have defamed me to my client by alleging to her in written correspondence that I have engaged in illegal conduct,
4. for reasons that have been explained to you in our previous correspondence with you, any actions by this office are within the law, as I am ethically obligated, as an officer of the Courts, to ensure,
5. you have neither specified, nor evidenced, any bases for your written defamatory allegations of my illegal actions in issuing our 24 January 2025 letter,
6. you have not refuted the allegedly false allegations in my letter dated 24 January 2025, or indeed made any substantive response to that, or our 28 January 2025 letter, at all,
7. Your allegations constitute publishing of defamatory imputations as defined by the *Defamation Act 2005 (Qld),*
8. In our previous email we conveyed our client’s request that you withdraw your purported *Form 11 Notice to Remedy Breach* dated 29 January 2025,
9. In addition, I demand that you immediately do so, and that you jointly retract, and apologise for, the defamatory allegations you have jointly made against me,
10. The public has a right to ensure the integrity of legal practitioners, and so your defamatory allegations are particularly egregious,
11. I await your response, and reserve my rights regardless.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

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Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

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From: Stuart Loudon
Sent: Wednesday, 29 January 2025 2:48 PM
To: Garth Osborne <go56@bigpond.com>
Subject: RE: Our Client Rhonda Knyvett

Mr Osborne and Ms Anthonisz,

We refer to your email dated today.

1. Our client has already informed you that any correspondence in relation to your residing in her property are to be addressed to this office, not to our client or to her daughter Holly,
2. We expect your compliance with this directive in future,

3. The duly issued *Form 9: Notice of Entry* does not compromise, or infringe upon, your right of quiet enjoyment, particularly as entry was sought, in part, as stated in the Form 9, to fulfill our client's compliance with her legal and statutory obligations to ensure that compliant smoke alarms are installed in the property,
4. This is a legal obligation upon our client, for the safety of you as residents in the property and the integrity of the residence,
5. Our correspondence with you does not breach your legal rights in any way,
6. The purported *Form 11 Notice to Remedy Breach* you attached to your email is thus groundless, and we await your confirmation that it is withdrawn,
7. You have not replied to the matters raised in our letter dated 24 January 2025, despite us having again asked you to do so in our letter dated 28 January 2025.

We await your proper answer to this email and to our letters of 24 January 2025 and 28 January 2025.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

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From: Garth Osborne <go56@bigpond.com>
Sent: Wednesday, 29 January 2025 2:33 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Holly Osborne <hollyteganosborne@hotmail.com>
Subject: Re: Our Client Rhonda Knyvett

Stuart Loudon,

Find attached breach notice dated 29/01/2025

We await your response,

Garth Osborne & Ann Anthonisz

> On 28 Jan 2025, at 2:03 pm, Garth Osborne <go56@bigpond.com> wrote:
>
> Stuart Loudon
>
> RE: Email 24/01/2025
>
> I refute your baseless false allegations unequivocally.
>
> Your email 9/01/25 at 4.38pm, ' Stuart Loudon would like to recall the message. " Notice of Entry - Form 9'.
>
> There's nothing opaque about that direct instruction.
>
> It's your requirement to issue an updated Form 9 unless you believe you're a lawyer whom can act outside the Residential Tenancies and Rooming Accomodation Act 2008.
>
> This week is not convenient. Next week Thursday and Friday is possible at this stage.
>
> We await your response,
>
> GARTH OSBORNE & ANN ANTHONISZ

On 24 Jan 2025, at 3:40 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Dear Mr Osborne and Ms Anthonisz,

Our correspondence is attached.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

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<Form 9 - Notice of Entry - 17.01.25.pdf><Fwd_ Provision of Ledger .eml><Stuart Louden, recall of email to client.jpg><RTA FORM 11 - Notice to remedy breach.pdf><Letter to Mr Osborne and Ms Anthonisz 24 January 2025.pdf>

Subject: Your QCAT matter
Date: Monday, 3 February 2025 at 12:18:50 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal

Holly
I confirm receipt of payment.
Thank you
Stuart

Get Outlook for iOS

Subject: Rhonda's matter
Date: Monday, 3 February 2025 at 10:25:16 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal

Holly,
No issue in leaving the receipt on the file.
Stuart

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Monday, 3 February 2025 10:04 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Affidavit & attachments

Hi Stuart,

I have decided to leave the original affidavit as is.

Could you please send me the attachments referenced it the affidavit, with the specific tiling?

I'll upload them to the portal, and no changes will be needed to my certified affidavit.

Thanks again for your help.

Holly

> On 3 Feb 2025, at 9:55 am, Holly Osborne <hollyteganosborne@hotmail.com> wrote:
>
> Hi Stuart,
>
> Noted and agreed. Thank you for your patience and understanding, the matter has been more challenging than I expected.
>
> I'll make only slight tweaks to your original affidavit for attachments, so no further review will be necessary.
> Whilst I won't specifically mention the Falsified Rental Receipt in the affidavit, I've lodged the evidence in Case portal. Are you comfortable with it remaining?
>
> I've spoken to QCAT, and should you wish, you can request to join the file on Case Portal. Also, I understand we will need to wait to see if Rhonda's petition for legal representation is approved.
>
> If the matter goes to a hearing it will take place at the Sandgate Magistrates Court.
>
> Sandgate Magistrates Court
> 84 Keogh Street
> PO Box 154
> Sandgate Qld 4017
> Business hours: 8:30am to 4:30pm, Monday to Friday
> Ph: (07) 3631 5900
> Fax: (07) 3631 5906
> Email: courthouse.sandgate@justice.qld.gov.au
>
> I will gladly be making payment for your services today.
>
> Best regards,
> Holly

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Monday, 3 February 2025 9:21 AM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: RE: Advice on several matters

Hi Holly,

I am concerned about multiple reviews of various drafts as I have capped my time as I mentioned. Is this the last version or is another on its way did you say? I took time with your material to ensure the point was made while minimising the Respondents opportunity to argue. I do not believe the fixed tenancy issue is worth pursuing as I do not consider it strongly evidenced and your material already makes it very clear that it was aperiodic lease. Garth's statement about it being 1-2 years is very helpful on this point.

I think point 10 of your draft affidavit should say 24 months?
Point 15 and 16- I had made these points – other than g- but asking for a receipt and ledger are not unreasonable on their face, and think the detached approach I used will be more persuasive to the tribunal.

I prefer the affidavit format I sent you, albeit with a couple of your points being inserted. It focusses on the breaches of the Act; I am concerned use of words like falsified and illegal will be a distraction to the material points made in the tribunal which evidences their breaches.

I expect the Tribunal will allow them time to move out; so I do not believe we can apply to have the tenancy immediately terminated; as there is a departure date already of 28 February 2025, and the hearing may not be for some weeks unfortunately, the Orders we seek of upholding that departure time should have a similar effect.

We can seek costs (and have) but the Tribunal generally does not award them. It is worth a try, particularly as if the Respondents prefer to settle the matter without a hearing it is a claim we can pursue with them as part of a settlement deal.

I have had no reply from them, which you have said is how they respond when they feel unable to argue strongly. I had expected immediate blustery response.

There is no need to exhibit the other affidavits, just refer to them as I had I my draft.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

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Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Monday, 3 February 2025 12:53 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Advice on several matters

Hello Stuart,

I'm seeking your advice on several matters related to our ongoing case.

31.01.2025 Rhonda Online Application 'Form 2': I've attached the completed 'Form 2' and would appreciate your review, particularly regarding the accuracy of Rhonda's legal representation details, and the the Specific Orders. I'm contemplating whether the application should reference specific orders: 338, 264, 376, and 383. Would this strengthen our case?

Court and Legal Costs: I'm interested in exploring the possibility of seeking court costs and legal costs, potentially including your fees. Is this feasible?

Hardcopy From 2 - I uploaded a document signed by Rhonda, but the online process duplicates 'the form'. Should I ask QCAT whether both versions are required?

Affidavit Review: I inadvertently uploaded my Affidavit in error. I will replace it with the correct version, along with Riki's, and yours after your review.

What happens with Rhonda's Affidavit, will I ask her to draft one?

I've attached a draft of the Affidavit for your review. I very much want to ensure I am highlighting the information pertaining to the falsified rental receipt and the attempted blackmail appropriate.

Document Lodgement: I've prepared documents for lodgement in the portal. Given the limitation in the portal that I'm unable to edit the titles of the documents, is referencing them by date and content in the Affidavits the best approach?

Additionally, I would like to seek your opinion on seeking the following from the Tribunal.

The Respondent's conduct, in my view, is unconscionable and unreasonable, as defined by the Queensland residential tenancy legislation. This is demonstrated by their exploitation of a vulnerable individual for financial and housing gain, refusal to vacate despite a lawful Notice to Leave, and falsification of tenancy documents to create a false appearance of legitimacy.

Are we able to request the Tribunal to:

- Immediately terminate the tenancy
- Recognise The Respondent's conduct as fraudulent, deceptive, and unconscionable
- Order The Respondent to pay The Applicants' legal costs, given the undue burden they have placed on her through their illegal actions.

Do you believe this is a case that meets the definitions required for such relief?

I plan to contact QCAT as soon as possible tomorrow to discuss these issues, so your prompt advice would be greatly appreciated.

Best regards,

Holly

Attachments uploaded to QCAT portal

02.04.2024 #1 Landlord Responsible for Cost to Clean Property Prior to Lease & Tenant Responsible for New Carpet Installation & Utilities Costs

02.04.2024 #2 Landlord Responsible for Cost to Clean Property Prior to Lease & Tenant Responsible for New Carpet Installation & Utilities Costs

03.11.2024 Landlord Issued Notice to Vacate Property By 28 FEBRUARY 2025

05.03.2024 Tenant Notification - Replacement of Key Barrel - No Repayment of Costs Requested

05.04.2024 #1 Landlord Issued Notice to Vacate Property By 30 SEPTEMBER 2024 - rent & lease details

05.04.2024 #2 Landlord Issued Notice to Vacate Property By 30 SEPTEMBER 2024 - rent & lease details

05.04.2024 Tenant Notification - Replacement of Sink Mixer - No Repayment of Costs Requested

06.01.2025 Landlord Issued Rental Ledger

07.01.2025 Landlord Response - Notice to Remedy Breach - Request Withdrawal & Confirmation of Intention to Leave by 28 FEBRUARY 2025

08.01.2025 Rhonda Ann Knyvett, Enduring Power of Attorney (Holly Tegan Dahm)

09.01.2025 FORM 9 ATTACHMENT - Landlord Notice of Entry Email Issued 09.01.2025

09.01.2025 Landlord Issued Notice of Entry - Entering 17 January 2025 - FORM 9 ATTACHED

11.09.2024 Landlord Notice to Vacate Property by 28 FEBRUARY 2025

17.01.2025 Direction to Tenant - Cease Direct Communication with Landlord

17.01.2025 Tenant Horse Float - 18 Magnetic Street Boondall 4034

21.01.2025 Tenant Request to Remain at Property

23.12.2024 FORM 12 ATTACHMENT - Landlord Notice to Leave Email Issued 23.01.2024

23.12.2024 to 31.12.24 Landlord Issued Notice to Leave - FORM 12 ATTACHED -Tenant Attempted to Blackmail Landlord to Accept Tenancy Agreement

27.03.2024 #1 Landlord Issued Notice to Vacate Property by 30 SEPTEMBER 2024, Including Rent & Lease Details

27.03.2024 #2 Landlord Issued Notice to Vacate Property by 30 SEPTEMBER 2024, Including Rent & Lease Details

28.01.2024 - 29.01.2025 Tenant's response to Landlord - denial of allegations - FORM 11 ATTACHED

28.03.2024 #1 Tenant discrepancy over lease terms & end date

28.03.2024 #2 Tenant discrepancy over lease terms & end date

29.01.2025 Tenant Non-Response Landlords Follow-Up Emails Issed 24 & 28 January 2025 (2)

29.03.2024 #1 Landlord disputes period, no agreement to terms & date

29.03.2024 #2 Landlord disputes period, no agreement to terms & date

29.03.2024 #3 Landlord disputes period, no agreement to terms & date

29.03.2024 #4 Landlord disputes period, no agreement to terms & date

29.03.2024 #5 Landlord disputes period, no agreement to terms & date

29.03.2024 #6 Landlord disputes period, no agreement to terms & date

30.12.2024 Falsified Rental Receipt - Attempt to proport existence of Tenancy Rental Agreement

30.12.2024 Tenant acknowledged providing falsified receipt for rent to landlord

31.12.2024 FORM 11 ATTACHMENT - Tenant Email - Notice to Remedy Breach 31.01.2025

31.12.2024 Tenant Issuing Notice to Remedy Breach - FORM 11 Attached

I have not uploaded:

section 61 - 64 of the RTRA Act 2008

section 246(a) of the RTRA Act 2008 - Retaliation

Riki Dahm Affidavit

Stuart Loudon Affidavit

Subject: RE: Affidavit & attachments
Date: Monday, 3 February 2025 at 10:24:47 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

Hi Holly,

Any references to Riki's or my affidavit will need to be described as "filed in this matter" rather than a specific date.

Are you able to access the exhibits as I will otherwise have to go through the large volume of emails on file.

The exhibits should just be marked as "HTD-1" etc as appropriate at the top of the front page of each exhibits.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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>
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>
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Sandgate Magistrates Court
84 Keogh Street
PO Box 154
Sandgate Qld 4017
Business hours: 8:30am to 4:30pm, Monday to Friday
Ph: (07) 3631 5900
Fax: (07) 3631 5906
Email: courthouse.sandgate@justice.qld.gov.au

I will gladly be making payment for your services today.

Best regards,
Holly

From: Stuart Loudon <Stuart@loudonlegal.com.au>
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- Order The Respondent to pay The Applicants' legal costs, given the undue burden they have placed on her through their illegal actions.

Do you believe this is a case that meets the definitions required for such relief?

I plan to contact QCAT as soon as possible tomorrow to discuss these issues, so your prompt advice would be greatly appreciated.

Best regards,

Holly

Attachments uploaded to QCAT portal

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31.12.2024 Tenant Issuing Notice to Remedy Breach - FORM 11 Attached

I have not uploaded:

section 61 - 64 of the RTRA Act 2008

section 246(a) of the RTRA Act 2008 - Retaliation

Riki Dahm Affidavit

Stuart Loudon Affidavit

Subject: RE: Advice on several matters
Date: Monday, 3 February 2025 at 9:25:37 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

Hi Holly,

338, 264, 376, and 383 refer to rooming agreements so do not apply here.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Monday, 3 February 2025 12:53 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Advice on several matters

Hello Stuart,

I'm seeking your advice on several matters related to our ongoing case.

31.01.2025 Rhonda Online Application 'Form 2': I've attached the completed 'Form 2' and would appreciate your review, particularly regarding the accuracy of Rhonda's legal representation details, and the the Specific Orders. I'm contemplating whether the application should reference specific orders: 338, 264, 376, and 383. Would this strengthen our case?

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Additionally, I would like to seek your opinion on seeking the following from the Tribunal.

The Respondent's conduct, in my view, is unconscionable and unreasonable, as defined by the Queensland residential tenancy legislation. This is demonstrated by their exploitation of a vulnerable individual for financial and housing gain, refusal to vacate despite a lawful Notice to Leave, and falsification of tenancy documents to create a false appearance of legitimacy.

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Best regards,

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Riki Dahm Affidavit

Stuart Loudon Affidavit

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Date: Monday, 3 February 2025 at 9:21:50 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

Hi Holly,

I am concerned about multiple reviews of various drafts as I have capped my time as I mentioned. Is this the last version or is another on its way did you say? I took time with your material to ensure the point was made while minimising the Respondents opportunity to argue. I do not believe the fixed tenancy issue is worth pursuing as I do not consider it strongly evidenced and your material already makes it very clear that it was aperiodic lease. Garth's statement about it being 1-2 years is very helpful on this point.

I think point 10 of your draft affidavit should say 24 months?
Point 15 and 16- I had made these points – other than g- but asking for a receipt and ledger are not unreasonable on their face, and think the detached approach I used will be more persuasive to the tribunal.

I prefer the affidavit format I sent you, albeit with a couple of your points being inserted. It focusses on the breaches of the Act; I am concerned use of words like falsified and illegal will be a distraction to the material points made in the tribunal which evidences their breaches.

I expect the Tribunal will allow them time to move out; so I do not believe we can apply to have the tenancy immediately terminated; as there is a departure date already of 28 February 2025, and the hearing may not be for some weeks unfortunately, the Orders we seek of upholding that departure time should have a similar effect.

We can seek costs (and have) but the Tribunal generally does not award them. It is worth a try, particularly as if the Respondents prefer to settle the matter without a hearing it is a claim we can pursue with them as part of a settlement deal.

I have had no reply from them, which you have said is how they respond when they feel unable to argue strongly. I had expected immediate blustery response.

There is no need to exhibit the other affidavits, just refer to them as I had I my draft.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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Riki Dahm Affidavit

Stuart Loudon Affidavit

Subject: Your QCAT matter
Date: Monday, 3 February 2025 at 8:14:18 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Honda.r@hotmail.com <honda.r@hotmail.com>, Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg, Invoice 549 Mrs Holly Dahm As Attorney.pdf, Your right to know.PDF

Good morning Holly and Rhonda,

Our invoice for the QCAT component of your matter (up to and including filing and service) is attached.

As I mentioned to Holly I have capped our fees as our actual time incurred well exceeds our estimate due to complexity of the matter.

A 5% discount applies to invoices paid within 7 days.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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Please therefore:

1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
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Subject: RE: SAND - RE: Service Copy for Q1499-25- Rhonda Ann Knyvett v. Garth Wilfred Osborne & Anor CRM:0125214
Date: Sunday, 2 February 2025 at 6:21:42 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.png

Holly,
Forget my enquiry about service- the Tribunal has confirmed they will attend to service of the Respondents which is good to hear.
Stuart

From: no_reply_prd_ecourt <no_reply_prd_ecourt@justice.qld.gov.au>
Sent: Friday, 31 January 2025 10:43 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: SAND - RE: Service Copy for Q1499-25- Rhonda Ann Knyvett v. Garth Wilfred Osborne & Anor CRM:0125214

Dear Party

Case number: Q1499-25
Applicant: Rhonda Ann Knyvett
Respondent: Garth Wilfred Osborne, Ann Anthonisz

The Queensland Civil and Administrative Tribunal (QCAT) has received your application for minor civil dispute – residential tenancy dispute.

The QCAT online case portal QCase (available via the QCAT website) for minor civil disputes allows you to lodge documentation and applications, update your details and access information about your case such as the status of your matter, when hearings are scheduled, what documents have been lodged and what decisions have been made. The portal is available 24 hours a day, 7 days a week.

What you must do
If your application is in relation to a bond amount, you must advise the Residential Tenancy Authority (RTA) that you have applied to QCAT and provide your case number Q1499-25 within seven days or within the time period nominated by the RTA in the Notice of Unresolved Dispute. You need to do this to make sure the RTA does not pay the bond out.

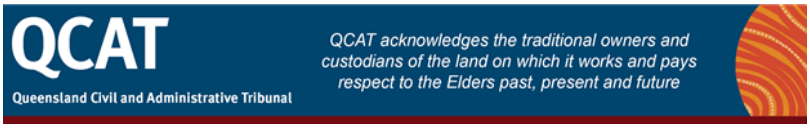
What happens nextDelete if service not required –

Attached is a sealed copy of the application. QCAT will serve a sealed copy of your application on the respondent/s.

This application will be scheduled for a hearing and notices will be sent to all parties. Current timeframes to hearing are on the QCAT website and you can check the status of your application at any time in the portal.

For further information about the residential tenancy dispute process, including information about preparing evidence, preparing for proceedings and making applications in your case, please see Practice Direction 4 of 2023 – Applications about residential tenancy disputes, and the information on QCAT's website at https://www.qcat.qld.gov.au/case-types/residential-tenancy-dispute-process
Include ONLY when a copy of the decision has not been provided –
Delete if no receipt enclosed –
Yours sincerely

for
Principal Registrar
Queensland Civil and Administrative Tribunal
w: qcat.qld.gov.au



****
Please think about the environment before you print this message.
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If you are not the intended addressee and this message has been sent to you by mistake, please notify the sender immediately, destroy any hard copies of the email and delete it from your computer system network. Any legal privilege or confidentiality is not waived or destroyed by the mistake.
It is your responsibility to ensure that this email does not contain and is not affected by computer viruses, defects or interferences by third parties or replication problems.
****

Subject: RE: Update to Affiliates & Attachments
Date: Sunday, 2 February 2025 at 6:19:12 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

Thank you Holly,

I will wait to get the updated draft documents from you. Please allow me to renew them before you sign them.

Has the Tribunal confirmed they will arrange service of the documents upon the Respondents?

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Sunday, 2 February 2025 5:20 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>; Riki Dahm <rikidahm84@gmail.com>
Subject: Update to Affiliates & Attachments

Dear Stuart,

I hope you are doing well.

I wanted to provide you with an update regarding the affidavits and supporting attachments. I have put together a number of attachments, which have been titled and referenced in accordance with the application and the affidavits for both myself and Riki. Once finalised, I will email them to you so that you can apply the same changes and referencing to your affidavit.

Please note changes have been made to the affidavits, ensuring that all relevant content and supporting information are accurately set out in alignment with the attachments.

These documents will be provided to you within the next two to four days.

Please let me know if you require anything further in the meantime.

Kind regards,

Holly

Subject: RE: APPLICATION
Date: Friday, 31 January 2025 at 3:52:54 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Holly,

That is fine. The effect of the party change is an/either or option but your options does spell it out clearly to the Tribunal.

Could you clarify the accommodation matter as I was uncertain of its meaning. Do you mean her sitting in a different room for example?

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
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From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Friday, 31 January 2025 3:18 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: APPLICATION

Hi Stuart,

As per the text message I sent earlier, I've made several updates to the form. Specifically:

1. Applicant Change: I've updated the form to list myself as the applicant, given I am acting under the enduring power of attorney. This ensures that the form accurately reflects my role in the matter.

2. Part E and Section F Adjustments: I've proposed changes to Part E and Section F regarding assistance at the tribunal hearing. These changes aim to better align with the circumstances and the tribunal's requirements, ensuring that the adjustments are clearly specified.

3. Separate Accommodation Request: I've included a request for separate accommodation as a reasonable adjustment based on Rhonda's medical condition. This was proposed to ensure Rhonda's health and safety, and I will attach the medical certificate as supporting evidence if you agree with this addition.

Please review the proposed changes and confirm that the sections align with the QCAT portal. If everything looks good, I'll proceed with the next steps. Could you please confirm before 4:30 today?

Thank you for your assistance.

Holly

Subject: Your Mum's QCAT matter
Date: Friday, 31 January 2025 at 8:52:05 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg, Amended KNYVETT APPLICATION.pdf

Hi Holly,

The amended Application is attached.

Please inform me once it is successfully filed.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON
LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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Subject: Your Mother's QCAT Application- Part 2
Date: Thursday, 30 January 2025 at 8:54:28 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>, Honda.r@hotmail.com <honda.r@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg, 30 January 2025 Holly Affidavit.doc

Holly,

Your draft is attached. Please inform me of any amendments required. I believe we concisely yet thoroughly address the material matters. This approach minimises the side issues the Respondents can object to while clearly leaving the material issues before the Tribunal.

Please note that I neglected to ask you for your precise occupation title. Should you wish you may wish to insert it after your address, but it is not an issue if this is omitted.

I do not appear to have received the original texts and emails from you yesterday; I may have some on the already extensive file, however I have provided a summary (based on your summaries) which I consider concisely identifies the material issues and shows the abhorrent behaviour of the Respondents while showing clearly that the tenancy had no fixed term.

When attaching the exhibits mentioned, please label them at the top with large capital letters. Once the exhibits are compiled as a pile, please hand number them in the bottom right hand corner. Should the matter proceed to hearing, this enable s you refer to them by page number.

The three affidavits, taken together, make a strong case in supporting your mother's position. It may compel the compliance of the Respondents, but we would not withdraw the application until full compliance has been achieved.

Your Mum unfortunately does not have the benefit of a rental bond, but once the Respondents vacate a thorough inspection should occur, photographs of any damage they have caused being taken and quotes for any required repairs being obtained. If they refuse to compensate you it could form the basis for a further claim against them for compensation.

Please keep me informed on developments. I will be tied up during part of this morning, but will respond as soon as I can. Please be assured I am prioritising this matter to ensure everything is filed today.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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LEGAL

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Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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Subject: Your Mother's QCAT Application - Part 1
Date: Thursday, 30 January 2025 at 8:54:02 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Riki Dahm <rikidahm84@gmail.com>, Holly Osborne <hollyteganosborne@hotmail.com>, Honda.r@hotmail.com <honda.r@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg, 30 January 2025 Riki Dahm Affidavit.doc, KNYVETT APPLICATION.pdf, 30 January 2025 Affidavit Stuart Loudon.pdf

Holly and Riki,

Please find attached:

1. the Application (please ensure you attach the 4 notices mentioned on Page 5),
2. Riki's affidavit in Word format.

Please inform me of any amendments required, or otherwise attend to signing and inform me of progress please.

Remember that the Tribunal requires 3 copies of each document to accept them for filing.

I have also attached my Affidavit. Please confirm you are happy for it to be filed. I have some discomfort around exhibiting my 29 January 2025 response objecting to his defamation of me. Such issues I would deal with directly and quietly. I consider it required however to show candour of disclosure, (otherwise they may try to use it against you in their responsive material by complaining that I concealed it from the Tribunal) and also to further evidence the unacceptable pervasively combative approach he has taken in his dealings with each of you and myself in this matter.

We are almost there- let's get it done.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

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Subject: Your Mum's matter
Date: Wednesday, 29 January 2025 at 9:00:02 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg, KNYVETT APPLICATION.pdf

Holly and Riki,

Purely for your information, I have attached the Application so that you are aware of its format.

It is incomplete. I will fill the rest in tonight as I must soon leave the office.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON
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Subject: Documents
Date: Wednesday, 29 January 2025 at 5:39:08 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Riki Dahm <rikidahm84@gmail.com>, Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg, Riki Dahm draft Affidavit.doc

Good afternoon,

I have just received your email containing further information Holly- thank you.

Riki's draft affidavit is attached in Word format so that you can insert the two dates of signing on the final page.

I will be leaving the office shortly as I mentioned, returning around 9 pm.

It may be best to delay signing for tomorrow as I will not have Holly's affidavit completed until, at the earliest, quite late tonight.

My affidavit is largely complete. I will send you a copy once completed. You do not have to worry about this as I have arranged for a colleague to witness my signing. We can arrange filing separately after you file the application and your affidavits.

I have not heard back yet from Riki regarding my enquiry about damage to the property. I can always insert any such details later. Otherwise, Riki, please confirm that you are happy with it or otherwise inform me of amendments. .

I have almost completed the Application so I will send you a draft for review, but please note there may be further amendments to be made. As I mentioned, I am trying to propose orders that will do as much as possible under the legislation to address outstanding matters.

There will be no prejudice to you in the Tribunal's eyes if the documents are signed tomorrow, although I realise signing tonight may have been more convenient. I want to ensure the documents are impeccable as I doubt the Respondents' material will be, and I want your case presented without blemish to the tribunal.

Please provide the mentioned medical certificate as it will greatly assist. If inconvenient it does not have to be immediately- as you mentioned we can always file supplementary affidavits later.

I greatly appreciate your responsiveness to, and patience with, my multiple requests for further information. Each will contribute to making your Mum's case as strongly as possible.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
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Subject: Please also provide Ann and your Dad's mobile numbers if you have them.
Date: Wednesday, 29 January 2025 at 5:17:17 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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Subject: RE: Confirmation to Proceed & Next Steps
Date: Wednesday, 29 January 2025 at 5:13:49 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

Thank you Holly,

I have completed Riki's affidavit and will send it with the Application to you shortly. **Please send me your mother's and Riki's mobile numbers as they must be listed on the Application.**

I have largely completed my affidavit and will work on yours further once I receive the requested further information.

Pending your and Riki's further information as requested, and your approval of the initial drafts I will send you, we will hopefully have the documents signed either tonight or early tomorrow (noting it is already fairly late in the day). I will leave the day blank on the documents so that you can insert the actual date.

The Respondents will have time to file responsive documents. They will have to factually respond to the assertions in your Application and affidavits.

Re the further filing of material, this will give us opportunity to document any further developments.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
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From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Wednesday, 29 January 2025 3:29 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Confirmation to Proceed & Next Steps

Hi Stuart,

I'm writing to confirm that I'm in agreement with your recommendations and am prepared to proceed with all necessary actions. I would appreciate it if you could inform me of any specific steps that you need me to take.

Tomorrow, I plan to submit the application along with all supporting details to QCAT online.

This evening, I'll get the affidavits signed and witnessed by a JP. I will then scan and lodge them with the application tomorrow. I'll also make sure to provide you with any additional evidence, which includes screenshots of text messages and the transcript that highlights evidence of the periodic lease, as well as concerns regarding Garth Osborne's conduct.

I've been informed by QCAT that the hearing is likely to be arranged for a date 3 to 4 weeks from now. They've also mentioned that there's an opportunity to add information to the case up to 7 days prior to the hearing. QCAT will be sending a notice of the application to all parties involved through the post.

If there are any other preparations I should make or additional steps you suggest, please let me know.

Thank you for your guidance. I'm looking forward to hearing your advice on the next steps.

Best regards, Holly

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Wednesday, 29 January 2025 3:20 PM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Subject: RHONDA'S TENANCY MATTER

Holly,

I have just blind copied you into my reply to an email received from Garth just now. I will exhibit these emails to my affidavit.

To round things out, once we file everything in the Tribunal tomorrow, I would suggest you issue a Notice of Breach to the Respondents setting out the breaches we have already mentioned in our 24 January 2025 letter (such as the horse trailer, security cameras etc and resulting damage to the property) giving at least 7 days to remedy.

I think leaving out the entry issue is advisable as given his conduct (regardless of his feigned offer of access next week) you have no reason to have confidence that this offer is genuine. We will rely on the Tribunal to issue a binding and enforceable order as to access.

I will issue the notice to them on your behalf so please send it to me for review.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

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Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
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Subject: RE: Rhonda's QCAT matter
Date: Wednesday, 29 January 2025 at 4:50:56 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

Thank you,

It sounds as if no additional cost has been caused. Please confirm and I will amend Riki's affidavit.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Wednesday, 29 January 2025 4:49 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Re: Rhonda's QCAT matter

Hi

The installation was booked with Detector Inspector. The electrician assigned to us, Jai B., is an employee of Detector Inspector.

We have paid a subscription to Detector Inspector; however, the installation service was not completed and therefore a further payment has not been made. The installation was unable to proceed due to Garth Osborne's refusal to grant access to the premises, resulting in Jai B. having to cancel the installation.

Jai B. has subsequently informed his employer about the situation, and we received a cancellation notice from Detector Inspector.

For your reference, I have attached the email correspondence related to the booking and the cancellation notice we received. Should you require any further information or clarification on this matter, please do not hesitate to get in touch.

Thank you for your understanding and cooperation.

Kind regards,

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Wednesday, 29 January 2025 4:40 PM
To: Riki Dahm <rikidahm84@gmail.com>
Cc: Holly Osborne <hollyteganosborne@hotmail.com>
Subject: RE: Rhonda's QCAT matter

Thank you Riki,

That was very helpful. I have completed your draft affidavit and will shortly send it to you for review.

Do you or Holly have a copy of the electrician's invoice? If so, please send it to me as I want to exhibit it to your affidavit and claim it in the Application.

Also, Holly said in an earlier email that the horse trailer had caused damage to the property. I did a Google image search of the property, and saw that is quite nice lawns. Have they been visibly damaged by the horse trailer? If so please provide details.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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From: Riki Dahm <rikidahm84@gmail.com>
Sent: Wednesday, 29 January 2025 3:55 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: Rhonda's QCAT matter

Hi Stuart

• Arrived at 18 Magnetic Street (Rhonda's residence) with the licensed electrician and knocked on the door. • Garth answered with "yes" I clearly stated that we were there for the scheduled inspection and mandatory smoke alarm installation. • Garth immediately responded by asserting that the lawyer had recalled the email notice previously sent to him. • He then provided a one-sentence document claiming the email had been recalled. • The electrician politely explained that the installation was a legal and insurance requirement. • Garth acknowledged this but dismissed it, stating that it had taken too long to be arranged, and subsequently refused entry. • I promptly contacted Holly, who instructed me to call Stuart Louden for legal clarification. • Called Stuart and placed him on speakerphone, where he confirmed the notice remained valid and enforceable. • Garth proceeded to engage in a heated argument with Stuart Louden, persistently disputing the validity of the notice. • His behaviour was uncooperative and obstructive, creating unnecessary delays. • I inquired whether he had obtained written permission for the installation of surveillance cameras at Rhonda's front door. • Garth refused to answer directly and instead stated, "That's none of your business." • Given the refusal of entry and escalating confrontation, the electrician and I left the premises.

Ann wasn't present initially but arrived home while Stuart was on the phone but did not engage.

My position held is field technical lead at Urban utilities

Please let me know if there is anything else you need.

On Wed, 29 Jan 2025 at 2:11 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

> Hi Riki,
>
> To assist me in preparing your affidavit:
>
> 1. I have prepared an affidavit for me to sign where I talk about my dealings with Mr Osborne,
> 2. Please confirm that Rhonda's electrician attended the property with you on 17 January 2025,
> 3. Tell me:
>
>   1. what happened when you arrived (including how he was acting- was he polite at any stage or combative from the start, was he at all physically aggressive or did he try to intimidate you at all by for example standing too close),
>   2. the content of your conversation with Mr Osborne (and Ann if she was present) and
>   3. what happened after I had the two telephone conversations with him.
>
> I will send you a draft of my affidavit- I would like you to be able to say in your affidavit that you have read and agree with its contents in relation to my telephone conversation with him.
>
> I am not going to mention that you contacted police unless you told Mr Osborne that you had. Did you?
> Thank you.
>
> Yours faithfully,
>
> **STUART LOUDON**

Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

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Please therefore:

1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: Side issue (but potentially important)
Date: Wednesday, 29 January 2025 at 4:47:25 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Riki Dahm <rikidahm84@gmail.com>, Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Holly and Riki,

Please note that while it is an offence in Queensland to film someone without their consent in circumstances where they reasonable expected the setting to be private, this does not apply to public places.

Should any inspection or other face to face contact with the Respondents occur, it may be wise to film the interaction whether or not you inform them you are doing so.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

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Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: RE: Rhonda's QCAT matter
Date: Wednesday, 29 January 2025 at 4:40:43 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Riki Dahm <rikidahm84@gmail.com>
CC: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Thank you Riki,

That was very helpful. I have completed your draft affidavit and will shortly send it to you for review.

Do you or Holly have a copy of the electrician's invoice? If so, please send it to me as I want to exhibit it to your affidavit and claim it in the Application.

Also, Holly said in an earlier email that the horse trailer had caused damage to the property. I did a Google image search of the property, and saw that is quite nice lawns. Have they been visibly damaged by the horse trailer? If so please provide details.

Yours faithfully,

STUART LOUDON
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Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

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From: Riki Dahm <rikidahm84@gmail.com>
Sent: Wednesday, 29 January 2025 3:55 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: Rhonda's QCAT matter

Hi Stuart

• Arrived at 18 Magnetic Street (Rhonda's residence) with the licensed electrician and knocked on the door. • Garth answered with "yes" I clearly stated that we were there for the scheduled inspection and mandatory smoke alarm installation. • Garth immediately responded by asserting that the lawyer had recalled the email notice previously sent to him. • He then provided a one-sentence document claiming the email had been recalled. • The electrician politely explained that the installation was a legal and insurance requirement. • Garth acknowledged this but dismissed it, stating that it had taken too long to be arranged, and subsequently refused entry. • I promptly contacted Holly, who instructed me to call Stuart Louden for legal clarification. • Called Stuart and placed him on speakerphone, where he confirmed the notice remained valid and enforceable. • Garth proceeded to engage in a heated argument with Stuart Louden, persistently disputing the validity of the notice. • His behaviour was uncooperative and obstructive, creating unnecessary delays. • I inquired whether he had obtained written permission for the installation of surveillance cameras at Rhonda's front door. • Garth refused to answer directly and instead stated, "That's none of your business." • Given the refusal of entry and escalating confrontation, the electrician and I left the premises.

Ann wasn't present initially but arrived home while Stuart was on the phone but did not engage.

My position held is field technical lead at Urban utilities

Please let me know if there is anything else you need.

On Wed, 29 Jan 2025 at 2:11 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

> Hi Riki,
>
> To assist me in preparing your affidavit:

1. I have prepared an affidavit for me to sign where I talk about my dealings with Mr Osborne,
2. Please confirm that Rhonda's electrician attended the property with you on 17 January 2025,
3. Tell me:

    a. what happened when you arrived (including how he was acting- was he polite at any stage or combative from the start, was he at all physically aggressive or did he try to intimidate you at all by for example standing too close),
    b. the content of your conversation with Mr Osborne (and Ann if she was present) and
    c. what happened after I had the two telephone conversations with him.

I will send you a draft of my affidavit- I would like you to be able to say in your affidavit that you have read and agree with its contents in relation to my telephone conversation with him.

I am not going to mention that you contacted police unless you told Mr Osborne that you had. Did you?
Thank you.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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LEGAL

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Subject: RHONDA'S TENANCY MATTER
Date: Wednesday, 29 January 2025 at 3:20:54 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Holly,

I have just blind copied you into my reply to an email received from Garth just now. I will exhibit these emails to my affidavit.

To round things out, once we file everything in the Tribunal tomorrow, I would suggest you issue a Notice of Breach to the Respondents setting out the breaches we have already mentioned in our 24 January 2025 letter (such as the horse trailer, security cameras etc and resulting damage to the property) giving at least 7 days to remedy.

I think leaving out the entry issue is advisable as given his conduct (regardless of his feigned offer of access next week) you have no reason to have confidence that this offer is genuine. We will rely on the Tribunal to issue a binding and enforceable order as to access.

I will issue the notice to them on your behalf so please send it to me for review.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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Subject: My email just sent to Garth
Date: Wednesday, 29 January 2025 at 3:20:40 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Holly,

I just forwarded you my second response to Garth and Ann.

I am not as offended as it appears in my response, as you have conveyed to me your satisfaction with my services.

On principle such an allegation cannot however be ignored.

More importantly, and primarily, I also consider that it will add weight to your Mum's pushback against Garth and Ann's conduct.

I will inform you of any response received as I am curious to see whether my response will motivate them to finally consider their position.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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Subject: RE: Our Client Rhonda Knyvett
Date: Wednesday, 29 January 2025 at 3:17:22 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Garth Osborne <go56@bigpond.com>
Category: Louden Legal
Attachments: image001.jpg

Mr Osborne and Ms Anthonisz,

We refer to your email dated today and our response sent to you just now.

Please note, further, that:

1. your purported *Form 11 Notice to Remedy Breach,* received today, misspells my first name as “Sturat”. I would hope that this resulted from poor typing rather than being a derogatory “rat” reference to me,
2. Your clarification on that point would be appreciated,
3. regardless, in that notice you have defamed me to my client by alleging to her in written correspondence that I have engaged in illegal conduct,
4. for reasons that have been explained to you in our previous correspondence with you, any actions by this office are within the law, as I am ethically obligated, as an officer of the Courts, to ensure,
5. you have neither specified, nor evidenced, any bases for your written defamatory allegations of my illegal actions in issuing our 24 January 2025 letter,
6. you have not refuted the allegedly false allegations in my letter dated 24 January 2025, or indeed made any substantive response to that, or our 28 January 2025 letter, at all,
7. Your allegations constitute publishing of defamatory imputations as defined by the *Defamation Act 2005 (Qld),*
8. In our previous email we conveyed our client’s request that you withdraw your purported *Form 11 Notice to Remedy Breach* dated 29 January 2025,
9. In addition, I demand that you immediately do so, and that you jointly retract, and apologise for, the defamatory allegations you have jointly made against me,
10. The public has a right to ensure the integrity of legal practitioners, and so your defamatory allegations are particularly egregious,
11. I await your response, and reserve my rights regardless.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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From: Stuart Loudon
Sent: Wednesday, 29 January 2025 2:48 PM
To: Garth Osborne <go56@bigpond.com>
Subject: RE: Our Client Rhonda Knyvett

Mr Osborne and Ms Anthonisz,

We refer to your email dated today.

1. Our client has already informed you that any correspondence in relation to your residing in her property are to be addressed to this office, not to our client or to her daughter Holly,
2. We expect your compliance with this directive in future,
3. The duly issued *Form 9: Notice of Entry* does not compromise, or infringe upon, your right of quiet enjoyment, particularly as entry was sought, in part, as stated in the Form 9, to fulfill our client’s compliance with her legal and statutory obligations to ensure that compliant smoke alarms are installed in the property,
4. This is a legal obligation upon our client, for the safety of you as residents in the property and the integrity of the residence,
5. Our correspondence with you does not breach your legal rights in any way,
6. The purported *Form 11 Notice to Remedy Breach* you attached to your email is thus groundless, and we await your confirmation that it is withdrawn,

7. You have not replied to the matters raised in our letter dated 24 January 2025, despite us having again asked you to do so in our letter dated 28 January 2025.

We await your proper answer to this email and to our letters of 24 January 2025 and 28 January 2025.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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Please therefore:
3. Contact us by telephone to confirm all bank account details before making any transfer of funds.
4. Look for emails with bank account details that appear altered.

From: Garth Osborne <go56@bigpond.com>
Sent: Wednesday, 29 January 2025 2:33 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Holly Osborne <hollyteganosborne@hotmail.com>
Subject: Re: Our Client Rhonda Knyvett

Stuart Loudon,

Find attached breach notice dated 29/01/2025

We await your response,

Garth Osborne & Ann Anthonisz

> On 28 Jan 2025, at 2:03 pm, Garth Osborne <go56@bigpond.com> wrote:
>
> Stuart Loudon
>
> RE: Email 24/01/2025
>
> I refute your baseless false allegations unequivocally.
>
> Your email 9/01/25 at 4.38pm, ‘ Stuart Loudon would like to recall the message. “ Notice of Entry - Form 9’.
>
> There’s nothing opaque about that direct instruction.
>
> It’s your requirement to issue an updated Form 9 unless you believe you're a lawyer whom can act outside the Residential Tenancies and Rooming Accomodation Act 2008.
>
> This week is not convenient. Next week Thursday and Friday is possible at this stage.
>
> We await your response,
>
> GARTH OSBORNE & ANN ANTHONISZ
>
> > On 24 Jan 2025, at 3:40 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
> >
> > Dear Mr Osborne and Ms Anthonisz,
> >
> > Our correspondence is attached.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

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<Form 9 - Notice of Entry - 17.01.25.pdf><Fwd_ Provision of Ledger .eml><Stuart Louden, recall of email to client.jpg>
<RTA FORM 11 - Notice to remedy breach.pdf><Letter to Mr Osborne and Ms Anthonisz 24 January 2025.pdf>

Subject: Rhonda's matter part 2
Date: Wednesday, 29 January 2025 at 2:15:58 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Riki Dahm <rikidahm84@gmail.com>, Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Riki,

Please inform me of your occupation for inclusion in the affidavit.

Thank you.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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Please therefore:

1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: Rhonda's QCAT matter
Date: Wednesday, 29 January 2025 at 2:11:22 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Riki Dahm <rikidahm84@gmail.com>
CC: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Hi Riki,

To assist me in preparing your affidavit:

1. I have prepared an affidavit for me to sign where I talk about my dealings with Mr Osborne,
2. Please confirm that Rhonda's electrician attended the property with you on 17 January 2025,
3. Tell me:
    a. what happened when you arrived (including how he was acting- was he polite at any stage or combative from the start, was he at all physically aggressive or did he try to intimidate you at all by for example standing too close),
    b. the content of your conversation with Mr Osborne (and Ann if she was present) and
    c. what happened after I had the two telephone conversations with him.

I will send you a draft of my affidavit- I would like you to be able to say in your affidavit that you have read and agree with its contents in relation to my telephone conversation with him.

I am not going to mention that you contacted police unless you told Mr Osborne that you had. Did you?
Thank you.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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Please therefore:
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Subject: Your Mum's Application
Date: Wednesday, 29 January 2025 at 11:56:27 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

Hi Holly,

I am working on this now.

To assist me, please:

1. Confirm that I may meet with you and Riki in the city or nearby (I live at Newmarket and work at Milton) to witness your affidavits tomorrow,
2. Give me your, Riki's and your Mum's full legal names (including middle names),
3. Confirm your current address (if you do not want to reveal your residential address we can use your work address- I use my office address for all correspondence),
4. Confirm when you started acting as your Mum's Attorney under the EPOA,
5. Give me Garth's full legal name and, if you can, Ann's (including middle names).

I will have the draft documents to you today. If possible I would like to finalise the content with you today so that I can print them and bring them to you without issue tomorrow morning.

I will assemble the documents and attachments so you don't need to print anything.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: RE: Our Client Rhonda Knyvett
Date: Tuesday, 28 January 2025 at 4:30:04 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>, honda.r@hotmail.com <honda.r@hotmail.com>
Category: Louden Legal

Thank you Holly,

May I send the letter as provided?

Stuart

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 28 January 2025 4:29 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>; honda.r@hotmail.com
Subject: Re: Our Client Rhonda Knyvett

No problem. Thank you for all your support.
Sent from my iPhone

On 28 Jan 2025, at 4:22 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Thank you Holly,

Given recent developments, I must amend my fee estimate to include the QCAT matter.

To prepare the Application and supporting documents, correspond with you to finalise the documents including obtaining your signatures, preparing copies and filing the documents in the Tribunal and serving the Respondents, my fee estimate (time-based at my hourly rate of $495.00 per hour) is $1,237.50 to $2,227.50 plus GST.

Our 5% discount for payment of invoices within 7 days applies.

Please confirm this is acceptable.

Please also confirm I may send the following to both Respondents:

We refer to your joint email received today from Mr Osborne's email address.

In our letter to you both dated 24 January 2025, we clearly articulated our client's position, her requirements, and the steps required for remedy.

In your email received today, four days later when we had requested urgent reply, you jointly stated " I refute your baseless allegations unequivocally".

You then, incongruently with your blanket rejection of our letter, propose that entry to the premises occur nine or ten days from now. Inspection was due to occur on 17 January 2025. You refused entry at that time.

In circumstances where you have jointly :

1. *Rejected the content of the entirety of our letter without explanation or evidence,*
2. *Failed to reply to our client's urgent requests, in relation to the Form 9, that you will allow entry to the premises without challenge within the stipulated timeframe (this timeframe being granted as a concession to you in good faith, when entry to Mr Dahm and our client's electrician was to occur on 17 January 2025, and arranging the electrician's return will likely cost our client money),*
3. *In so doing, apparently disregarded our having informed you that, should this not occur, we would file an Application for Urgent Hearing before the Queensland Civil and Administrative Tribunal,*
4. *Failed to reply to our request that you confirm that:*
    1. *you will remove the unauthorised security cameras and the unregistered horse float,*
    2. *the reasonable timeframe within which you will do so.*
    3. *you will refrain from making any modifications or alterations to the property without our client's prior written consent.*
5. *Again failed to reply to our client's request that:*
   "I ask that you immediately give written notice that your Notice is withdrawn, and that you comply with the Notice To Leave issued to you and the timeframe stipulated therein."
6. *Again failed to reply to our client's request that you give written notice that your Form 11 is withdrawn,*
7. *Failed to reply to our request that you confirm you and that you will comply with the Notice To Leave issued to you within the timeframe stipulated therein,*

our client, to protect her rights, has no option but to file an Application For Urgent Hearing before the Queensland Civil and Administrative Tribunal. We are attending to this now.

As we had previously stated in our letter to you, we will submit affidavits in support of our client's position and the veracity of the matters therein, exhibiting copies of the parties' correspondence.

We will contact you again once the Application and supporting documents have been filed.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

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1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
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From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 28 January 2025 3:08 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>; Honda.r@hotmail.com
Subject: Re: Our Client Rhonda Knyvett

Hi Stuart
Please proceed in accordance with the recommendation by lodging an application to QCAT. As mentioned, I am happy to assist, please advice any actions you require.

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Tuesday, 28 January 2025 3:04 PM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Riki Dahm <rikidahm84@gmail.com>; Honda.r@hotmail.com <honda.r@hotmail.com>
Subject: FW: Our Client Rhonda Knyvett

Holly,

Garth's response is below.

It is without substance. He has rejected a letter which mostly requests information and assurances on various matters. He has failed to reply to and rejected everything said despite the time and effort clearly shown in our considered response. He has however, inconsistently, acquiesced to a visit occurring.

In the interests of facilitating an outcome (and further showing your having acted in good faith) although it delays matter a week, I believe there is *some* merit in making a time with him for next week. Ideally, we could offer any time on either of those days if Riki and the electrician can manage that. This involves some risk that he will just create further delay. This course of action is a concession as he was required to provide access on the 17th.

If however we apply to QCAT for an urgent hearing, it will take control from his hands and will show you are serious. If the Application succeeds, the Tribunal will set a timeframe for the entry to occur. We can today inform them of our intention to do so as they are already in breach. He may try to remedy things in the meantime- if so you can always withdraw the hearing although you would have incurred the Tribunal's filing fee. The QCAT website states that the filing fee is "$90.10–$379.50 depending on amount claimed"- you are not claiming an amount so the filing fee is likely to be on the lower end. In that event I will draft the documents tomorrow with view to finalising them with you for filing on Thursday.

Having taken time to consider this, his demeanour to date and "head in the sand" response appears to warrant an urgent application to QCAT.

Please provide your instructions.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

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Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

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To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: Our Client Rhonda Knyvett

Stuart Loudon

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Sent: Tuesday, 28 January 2025 2:03 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: Our Client Rhonda Knyvett

Stuart Loudon

RE: Email 24/01/2025

I refute your baseless false allegations unequivocally.

Your email 9/01/25 at 4.38pm, ' Stuart Loudon would like to recall the message. " Notice of Entry - Form 9'.

There's nothing opaque about that direct instruction.

It's your requirement to issue an updated Form 9 unless you believe you're a lawyer whom can act outside the Residential Tenancies and Rooming Accomodation Act 2008.

This week is not convenient. Next week Thursday and Friday is possible at this stage.

We await your response,

GARTH OSBORNE & ANN ANTHONISZ

On 24 Jan 2025, at 3:40 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Dear Mr Osborne and Ms Anthonisz,

Our correspondence is attached.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
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If you are not the intended recipient, then please:

1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

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Please therefore:

1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

<Form 9 - Notice of Entry - 17.01.25.pdf><Fwd_ Provision of Ledger .eml><Stuart Louden, recall of email to client.jpg><RTA FORM 11 - Notice to remedy breach.pdf><Letter to Mr Osborne and Ms Anthonisz 24 January 2025.pdf>

Subject: RE: Our Client Rhonda Knyvett
Date: Friday, 24 January 2025 at 5:21:27 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

It has been forwarded to her.

Enjoy your weekend.

Stuart

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Friday, 24 January 2025 4:21 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: Our Client Rhonda Knyvett

please also issue to Ann - ann.z.shopz@gmail.com

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Friday, 24 January 2025 3:40 PM
To: go56@bigpond.com <go56@bigpond.com>
Subject: Our Client Rhonda Knyvett

Dear Mr Osborne and Ms Anthonisz,

Our correspondence is attached.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

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Subject: Our Client Rhonda Knyvett
Date: Friday, 24 January 2025 at 3:40:35 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: go56@bigpond.com <go56@bigpond.com>
Category: Louden Legal
Attachments: image001.jpg, Form 9 - Notice of Entry - 17.01.25.pdf, Fwd_ Provision of Ledger .eml, Stuart Louden, recall of email to client.jpg, RTA FORM 11 - Notice to remedy breach.pdf, Letter to Mr Osborne and Ms Anthonisz 24 January 2025.pdf

Dear Mr Osborne and Ms Anthonisz,

Our correspondence is attached.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

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Please therefore:

1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: Your tenancy matter
Date: Friday, 24 January 2025 at 2:25:22 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg, Fwd: Provision of Ledger .eml, Form 9 - Notice of Entry - 17.01.25.pdf

Hi Holly,

I propose that I send the following on my letterhead to Garth and Ann. Please instruct me as to any amendments.

Garth Osborne & Ann Anthonisz

We act for Ms Rhonda Knyvett, the owner of the property in which you currently reside.

We are writing to address several matters in relation to your occupancy of our client's property at 18 Magnetic Street, Boondall, and your conduct towards our client.

Form 9 Notice of Entry.

Our client issued you with a compliant *Form 9 Notice of Entry* to enable her to ensure that she fulfilled her legal obligations to ensure installation of the smoke alarms in the property.

Without legal basis, you (Mr Osborne and Ms Ann Anthonisz) breached the Notice, refusing to allow our client's agent, her son-in-law Mr Riki Dahm **("Mr Dahm")**, to enter the property pursuant to the Notice on the specified date for entry of 17 January 2025.

When, at our client's request, I spoke to Mr Osborne on the telephone, Mr Osborne:

1. Made false allegations that I had withdrawn the Notice,
2. Initially refused to provide evidence for this false allegation, and only later showed Mr Dahm an auto-generated recall email (attached) issued by this firm's email server to the effect that an email this firm had sent Mr Osborne had been recalled, not, as you falsely allege, that the Notice of Entry had been withdrawn,
3. Ignored my informing him that:
    a. This auto-generated email did not pertain to the Notice, but to a routine email to our client I had sent Mr Osborne in error, and clearly stated that the email in question was being recalled,
    b. I had not issued the Entry Notice to you, and so his assertion that an email recall notice associated with correspondence from this offer could somehow constitute withdrawal of the Form 9 Notice was without basis,
    c. The Notice remained in effect,
    d. His compliance with the Notice was necessary for our client to comply with her legal obligations as owner of the property,
    e. Our client's agent was entitled to enter the property despite his refusal,
4. Was otherwise verbally aggressive and uncommunicative throughout the conversation, on several occasions leaving the call only to shout comments at me from a distance.

Mr Dahm, as our client's authorised representative (as stipulated in the Form 9), was entitled to inspect the external areas of the property to identify any unauthorised installations and breaches (such as your unauthorised installation of security cameras and retention of an unregistered horse float on the property which is damaging the property) without entering the residence. Mr Osborne's verbal aggression, attempts to intimidate, yelling and refusal to comply, directed towards Mr Dahm and myself, were entirely unacceptable.

Mr Osborne and Ms Ann Anthonisz's breach of the Form 9 Notice was:

1. thus perpetrated knowingly, despite having been informed that the Notice had not been withdrawn,
2. perpetrated without any legal or other basis,
3. perpetrated based on spurious assertions, which will not stand up to scrutiny should the matter be decided by the Queensland Civil and Administrative Tribunal **("QCAT")**.

The Form 9 Notice remains in effect. If access is not provided by **4:00 pm this coming Wednesday, 29 January 2025**, we will file an Application for Urgent Hearing before the Queensland Civil and Administrative Tribunal. Please therefore urgently confirm:

1. that Mr Osborne and Ms Ann Anthonisz will comply with the Notice,
2. that they will provide the required access without challenge.

As a courtesy we invite you to immediately provide suitable dates and times to this office, from which we will confirm a time for entry. Restrictive or unrealistic suggested times will be interpreted as refusal.

In the meantime, please confirm that:

1. you will remove the unauthorised security cameras and the unregistered horse float,
2. the reasonable timeframe within which you will do so.
3. You will refrain from making any modifications or alterations to the property without our client's prior written consent.

Please note that should it be necessary to bring this matter before QCAT, we anticipate that:

1. your correspondence with our client (and this letter) will be exhibited to affidavit evidence,
2. I will personally depose to an affidavit setting out the content of the above telephone conversation I had with Mr Osborne.

Form 12 Notice To Leave

We have attached to this letter our client's email to you (issued by Mrs Holly Dahm) dated 7 January 2025, in which she refuted the assertions made in your Form 11. We are instructed that our client repeats, and relies upon, the statements made in that email. We note that:

1. Our client clearly stipulated the multiple deficiencies in your responsive Form 11 and its lack of any legal substance or basis,
2. You ignored the direction in that email that any further correspondence be addressed to this firm, not to our client,
3. You have similarly ignored our client's request that:

"I ask that you immediately give written notice that your Notice is withdrawn, and that you comply with the Notice To Leave issued to you and the timeframe stipulated therein."

Our client has instructed us to reject your offer (attached) to remain residing in the property, paying additional rent, after the Exit Date of 28 February 2025.

For clarity, we reiterate that our client's Notice to Leave is legally compliant with the statutory requirements, and that you must vacate the property on the Exit Date specified, being *28 February 2025*.

We require that you immediately, as our client requested, give written notice that your Form 11 is withdrawn, and that you will comply with the Notice To Leave issued to you within the timeframe stipulated therein

Should you fail to vacate the property on that date, we hold instructions to immediately apply to QCAT for a warrant of possession. Should that be required, again, the correspondence between the parties, including this email, will be exhibited to an affidavit of evidence.

Our client has already informed you, in the attached email, that the AGL account will be terminated on that date.

Your Conduct Towards Our Client

We do not anticipate that your conduct towards a woman who is in our client's vulnerable position will be viewed at all favourably by the Tribunal,

Mrs Dahm, in her 7 January 2025 email to you, has already objected to your coercive, intimidatory and illegal conduct towards our client. We have copies of emails and texts exchanged between you and our client which are, in some cases, concerning as to their tone and content. These are likely to constitute exhibits to our client's QCAT affidavit evidence.

We also hold evidence of your making threats of blackmail towards our client attempting to compel her to withdraw her Notice to Vacate, and she reserves her rights to make a complaint to Queensland Police in relation to this ostensibly criminal conduct.

Despite notice that you are to solely correspond with this office, you have continued to correspond with our client.
Our client is concerned that you have attempted to vary the terms of the periodic tenancy. We trust that this does not constitute a purported attempt to assert the existence of a fixed term tenancy agreement. Any such assertions will be challenged and evidence submitted to the Tribunal.

In Closing

We have taken care to articulate:

1. our client's position,
2. matters for which our client requires your response,
3. the necessity of you complying with our client's Notices, and otherwise to behave appropriately towards our client,
4. the likely consequences of any continued non-compliance, by you, with your obligations.

Any correspondence in this matter, as our client has already informed you, is to be addressed to this office, not to our client.

We await your prompt reply,

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: RE: Email Timing
Date: Friday, 24 January 2025 at 1:10:56 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Hi Holly,

Working on it now! I will ensure it is sent today.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Friday, 24 January 2025 1:10 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: Email Timing

How are we progressing with the correspondence to Garth. I'm eager to have it sent out and am hoping you will be in a position to issue it today.

I won't need to review a further draft. I trust you will have amended the required edits, and included sufficient information in addressing the matters.

Please include me in cc.

Looking forward to the next steps,

Thank you

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Friday, 24 January 2025 10:44 AM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Subject: RE: Email Timing

Thank you Holly,

I often schedule my emails as I am often in the office outside of normal office hours. I do appreciate your comment though, thank you.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

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Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Friday, 24 January 2025 9:12 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Email Timing

Dear Stuart,

Please don't feel obligated to respond to my emails outside of business hours. I often work at varying times due to my schedule, but I completely understand and respect standard working hours for responses.

Kind regards,

Holly
from my iPhone

On 23 Jan 2025, at 10:02 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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2. Look for emails with bank account details that appear altered.

Subject: RE: Email Timing
Date: Friday, 24 January 2025 at 10:44:59 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Thank you Holly,

I often schedule my emails as I am often in the office outside of normal office hours. I do appreciate your comment though, thank you.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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Subject: Email Timing

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Kind regards,

Holly
from my iPhone

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Director and Court-Appointed Costs Assessor

<image001.jpg>

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1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
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Subject: Re previous email- I meant I will respond Friday.
Date: Thursday, 23 January 2025 at 10:02:54 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor



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2. Look for emails with bank account details that appear altered.

Subject: FW: Formal Request for Information and Documentation Regarding SMSF Concerns
Date: Thursday, 23 January 2025 at 10:02:38 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: mclane.edinger@hallandwilcox.com.au <mclane.edinger@hallandwilcox.com.au>
Category: Louden Legal
Attachments: image002.png, image005.jpg, image006.png, image007.png, image001.jpg, image003.png, S390UltraSuperFund2016.pdf, S390UltraSuperFund2017.pdf, Ultra Superannuation Fund 2016 Application Details.pdf, Ultra Superannuation Fund 2017 Application Details.pdf, Ultra Superannuation Fund 2018 Application Details.pdf, Ultra Superannuation Fund 2019 Application Details.pdf, Ultra Superannuation Fund 2020 Application Details.pdf, Ultra Superannuation Fund 2021 Application Details.pdf, Ultra Superannuation Fund 2022 Application Details.pdf

Good evening Holly,

Please see attached information received from Accurium. I had this scheduled to be sent in the morning but have just received your email. I have copied McLean into this email.

I will respond on the balance of matters today.

Thank you.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

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2. Look for emails with bank account details that appear altered.

From: Accurium Actuary <act@accurium.com.au>
Sent: Tuesday, 21 January 2025 10:36 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: RE: Formal Request for Information and Documentation Regarding SMSF Concerns

Hi Stuart,

We have reviewed our records and we have completed actuarial certificates for this fund for the 2015/16 to 2022/23 financial years. I have attached the application data and completed actuarial certificates for these years, excluding those already provided to you.

If there is anything else you require please let us know.

Matthew Richardson
SMSF Manager
Accurium

- Level 1, 144 Macquarie Street, HOBART TAS 7000
- Tel: 1800 203 123
- Web: www.accurium.com.au



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From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Monday, 20 January 2025 3:08 PM
To: Accurium Actuary <act@accurium.com.au>
Subject: RE: Formal Request for Information and Documentation Regarding SMSF Concerns

Good afternoon Melanie,

We refer to your email dated 15 January 2025.

Thank you providing the documents. We are instructed to accept your offer to provide the documents for the other financial years.

Please also provide us with copies of the information and documents for all previous financial years associated with the fund, either from the date of its establishment or from the date these services began being provided to Ultra Super Fund.

Your assistance is appreciated.

Thank you.
STUART D LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL
Website: www.Loudonlegal.com.au
138 Juliette Street, Greenslopes QLD 4120
TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

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LIKE US ON FACEBOOK: https://www.facebook.com/legalloudon

From: Accurium Actuary <act@accurium.com.au>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Accurium Actuary <act@accurium.com.au>
Subject: RE: Formal Request for Information and Documentation Regarding SMSF Concerns
Received: Wednesday January 15, 2025 02:25 pm

Hi Stuart,

Thank you for taking my call this morning.

As discussed much of the information which Rhonda has requested in her email is not data which we collect or have available to provide to you.
We provide actuarial services for SMSFs and in this instance the accountant has obtained the annual actuarial certificate for the Fund from us. I have managed to find the Fund in our records and can see the accountant Pine Rivers Consulting has ordered the actuarial certificate from us directly for a number of years. I have attached for you the actuarial certificates we completed for the 2023, 2022, 2021, 2020, 2019, and 2018 financial years for the Ultra Superannuation Fund. I have also attached a copy of the data provided to us by the accountant to complete the actuarial certificate for the 2023 as an example of what we receive from the accountant do complete the actuarial certificate. I can provide this for other financial years if required.

We have an online form the accountant completes to provide us with the information we require to do the actuarial calculation, we rely on this data to do the required calculations and issue the actuarial certificate. We do not receive financial statements, valuation reports, or income and expense records of the Fund, the accountant would have this information and the data they provide us would be based on those documents. Our actuarial certificate calculation will take account of the transactions of the fund such as pension payments and contributions, these will be provided to us in the application form by the accountant. Similarly, we do not have the Fund's deed, investment strategy, binding death benefit nomination or other compliance or legal documents. From our perspective there was nothing unusual or concerning with the actuarial certificates for this Fund, we were able to complete the certificate based on the information provided by the accountant and did not need to contact them in respect to having any questions or issues.

The type of actuarial certificate obtained by the Fund accountant is for an SMSF which has only account-based type income streams and provides the actuarial exempt income proportion under Section 295.390 of ITAA 1997. There is no actuarial valuation required for the types of pensions this Fund was shown to have, if instead the Fund had a defined benefit pension (SIS Regulation 1.06(2), 1.06(7), 1.06(6)), then an actuarial valuation would be required, and the incorrect actuarial certificate has been obtained.

Please let me know if any further information is required. I would be happy to speak with you or/and Rhonda as necessary if you have any questions.

Kind regards,

Melanie Dunn, FIAA SSA
Principal
Accurium

- Level 1, 144 Macquarie Street, HOBART TAS 7000
- Tel: 1800 203 123
- Web: www.accurium.com.au
- Linkedin

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From: rhonda knyvett <honda.r@hotmail.com>
Sent: Wednesday, 15 January 2025 10:28 AM
To: Accurium Actuary <act@accurium.com.au>; Accurium Accounts <accounts@accurium.com.au>
Cc: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Formal Request for Information and Documentation Regarding SMSF Concerns

Dear Doug McBirnie

I am writing to you as a Trustee of the Ultra Super Fund (ABN 41 873 921 089). My understanding is that you, Accurium a provide financial services to the Ultra Super Fund, and I, along with Garth Wilfred Osborne, act as trustees and clients of your services. Accordingly, pursuant to my rights and obligations as a trustee and client, I am entitled to request and receive the documentation and records outlined below.

I make this request because to date all documentation and information has been withheld by Trustee Garth Osborne. As such, I formally request the following documentation and records relating to the Fund's management and compliance:

1. Financial Information:
• Audited financial statements.
• Fund valuation reports, including real estate and unlisted assets.
• Income and expense records, including tax-free and taxable components.

2. Member Information:
• **Member account balances, pension payment records, and contributions history.**

3. Actuarial Documents:
• Copies of all actuarial certificates, including exempt current pension income (ECPI) calculations.
• Projections or analyses regarding the fund's financial sustainability.

4. Compliance and Legal Documents:
• **The original deed of establishment and any amendments.**
• Investment strategy documents.
• Any binding death benefit nomination forms, including those previously submitted by Garth Osborne.

Summary of Concerns

I draw your attention to the below summary, which outlines significant issues within the fund, including evidence of round-tripping and tax evasion, legislative breaches directly linked to the actions of my co-trustee, Garth Osborne. Garth Osborne has withheld all documentation and fund information, and has used intimidation to make me sign documents with no knowledge or understanding of. I have only ever been with him in front of a JP less on or around 3 times over the past 24 years, which makes me think Garth Osborne has been providing false and or illegal/ non-compliant documentation with regard to the management of this fund. Garth Osbornes actions and inaction to all verbal and written requests have fully prevented me from fulfilling my responsibilities and obligations as a trustee under the legislation.

The information contained in the Bendigo Ultra Super Fund and Suncorp Ultra Super fund bank accounts provides evidence that Garth Osborne has been using the SMSF for round-tripping, tax evasion, and misusing of Ultra Super Fund assets.

There is also evidence that property assets owned by Ultra Super Fund have had a deflated valuation reported, significantly less than current market values, and evidence of illegal and or non compliant property ownership structures.

SUMMARY

20 years of statements from:

Ultra Super Fund Bendigo Bank account BSB 633-000 Account 118052760
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- material provided by the accountant
- and publicly listed information of transfers, on the house.
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These activities raise serious concerns about financial misconduct, tax evasion, and breaches of regulatory obligations, *the Superannuation Industry (Supervision) Act 1993* (SIS Act)

- **Evidence of Round-Tripping and Tax Evasion**

The bank statements reveal evidence of round-tripping, where funds have been transferred through multiple accounts to obscure their origin and destination. Key findings include:

- Garth has a bank account with Bendigo and Adelaide Bank, located in Victoria. This bank account has an identical bank account number **(BSB 633-109 Account 118052760)** to the Ultra Super Fund Bendigo bank account number and is most likely the "dumping ground" for Ultra Super Fund funds.
- Additional accounts, including CommSec and NAB accounts, have been identified as part of this scheme.
- Over 1,072 cheques have been written by Garth, with deposits, and withdrawals of the same or similar amounts by cheque or via transfer on the same, and or following days.
- Over $1 million in rental payments have been transferred in and withdrawn from the Ultra Super Fund Bendigo account and Ultra Super Fund Suncorp account

Further, both the Ultra Super Fund Bendigo account and Ultra Super Fund Suncorp have had a significant about of funds deposited (cash, cheque and transfer), and withdrawals (estimated as $ millions), despite maintaining consistently low balances..

Suncorp Bank
Account: Ultra Super fund BSB 484-799 Account 001422502
Status: opened 3 May 2007 – active

- 29 May 2024 Direct credit Commonwealth SEC – COMSEC Deposit into account $71,772.95
- 29, 30, 31 May 2024 and 1 June 2024 (Com bank)– Garth Osborne withdrawal by transfer $20,000 on four (4) occasions, and 19 September 2024 Garth transferred the money to National Australia Bank - BSB 084-209 Account 6221290776 titled as SUPER DRAW. This is the only instance referenced in ALL Suncorp statements from 2007 to date of a withdrawal titled as SUPER DRAW.
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- Extensive systematic cash deposits and withdrawals by Garth Osborne.
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- Credit or debit card attached to the account. Used at the post office to withdraw funds, bunnings and to make other payments (most recent 26 December 2024).
- AGL payment for unidentified property
- Urban Utilities payment unidentified properties
- ATO Tax return payments and Tax invoice – unconfirmed TFN or ABN
- QRO land tax payment - unidentified property
- Rental Tenancy Authority -bond payments associated with unidentified property.
- 2 July 2019 OSKO PAYMENTS commenced. Prior to 2 July 2019 concerns relating to validity of the funds classified as rental payments regarding transactions with 'Transfer of Credits', cash deposits and Direct credit. (Transfer of credit - payee and payer can be the same person)
- 20/03/24 received EFT Transfer from Bendigo Banks Fund $11,809.01

Bendigo Bank
Account: Ultra Super Fund BSB 633 000 Account 118052760
Sandhurst Trustees Ltd ABN 16004 030737
Customer Number:12732426/X101
Status: opened 1 December 2004 – closed 30 March 2024 by Garth Osborne

- 1/12/2004 TO 1/5/2007 deposits (rent) HILGOLD PTY LTD
- **21/06/05 Cheque deposits 21/06/05 $21,000 $15,000**
- **5/7/2005 transfer to COMSEC (withdrawal) $44,449.08**
- 21/10/05 transfer to COMSEC (withdrawal) $8854.60
- 10/3/06 transfer to COMSEC (withdrawal) $12,552
- 15/03/06 transfer to COMSEC (withdrawal) $7871
- 1/07/2007 – 31/07/2007 NOTABLE STATEMENT COMMONWEALTH SEC DEPOSITS – 11 JULY – **$55,000 $51,000, $24,000, $55,000**
    - CHECK WITHDRAWALS **$50,000** 1/8/07 – 31/8/07
    - transfer to COMSEC (withdrawal) **$21,000 &**
    - **CHEQUE WITHDRAWAL $168,000**
- **6/4/09 COMM BANK DEPOSIT 45,506.28**
- **1/04/09 – 30/04/09 NOTABLE STATEMENT 14/04/09 transfer to COMSEC (withdrawal) $42,457.65**
- 1/06/2009 NOTABLE STATEMENT
    - **CHEQUE DEPOSIT $40,270, COMMONWALTH DEPSOIT $28,830, CHECK WITHDRAWALS $60,000, $12,000, $700**
- 8/10/09 transfer to COMSEC (withdrawal) $14,906
- 10/05/10 APPROX COMSEC WITHDRAWAL $12,000
- 13/07/10 APPROX COMSEC WITHDRAWAL $12,000
- **29/03/2011 CHEQUE WITHDRAWAL $160,000**
- 29/06/11 transfer to COMSEC (withdrawal) $13,321
- 6/7/11 transfer to COMSEC (withdrawal) $13,441
- 11/8/11 transfer to COMSEC (withdrawal) $6,881
- 27/05/2012 transfer to COMSEC (withdrawal) $20,563
- 1/05/2012 INWARD TELEGRAPHIC TRANSFER DEPOSIT- $$7,000
- 1/05/2012 transfer to COMSEC (withdrawal) $7,929
- 11/06/2013 CHEQUE WITHDRAWAL $20,000
- **16/10/2014 transfer to COMSEC (withdrawal) $45,943**
- 25/08/2015 transfer to COMSEC (withdrawal) $11,517
- 4/09/15 transfer to COMSEC (withdrawal)
- 1/03/16 – 31/03/16 NOTABLE STATEMENT – on 9/03/16 Acc balance was $1,668;15/03/16 Garth made a deposit titled as Ultra Super Fund of $5,000, making a cheque withdrawal on the same day (15/03/16) of $5,000. Regular pattern in both accounts.
- 18/11/18 Transfer credit from 34500587/V501 $300 (What is this account).
- 20/05/17 cheque withdrawal 686 $10,000
- 18/07/2018 cheque withdrawal $10,000
- 22/08/18 cheque 776 withdrawal $13000
- 19/03/2019 cheque 813 withdrawal $10,000
- 1/05/19 cheque 819 withdrawal $25,000
- 16/06/20 – cheque deposit $20,800
- 25/06/20 cheque withdrawal 899 (PETTY CASH) $1006.55
- 31/03/21 cheque deposit – Garth - $14,400
- 12/04/21 Cheque 938 withdrawal - $20,000
- 14/06/21 cheque 947 withdrawal 10,000
- 29/06/21 cheque deposit 15,000
- 16/09/21 cheque withdrawal 962 $12,000
- 22/03/22 OSKO PAYMENT COMPASS GLASS AND ALUM – CHURCH ROAD ZILLMERE 50% PAYM> 2522.85 withdrawal
- 1/6/22 cheque 992 withdrawal $10,000
- 5/8/22 DIRECT DEBIT COMMSEC SECURITY withdrawal **$67,816.51**
- 17/10/22 cheque 1004 withdrawal $10,000
- 2/5/23 cheque deposit $15,600
- 21/6/23 cheque deposit $15,000
- 26/06/23 cheque withdrawal 1035 $20,000
- 25/08/23 cheque withdrawal 1042 $22,476.54
- 17/11/23 cheque withdrawal 1057 $20,000
- 8/01/24 cheque withdrawal 1065 $10,020.80
- 5/03/24 cheque withdrawal 1072 $11,488.40
- 20/03/24 Account CLOSED & EFT credit transfer Bendigo Banks Fund $11,809.01 into Ultra Super fund Suncorp BSB 484-799 Account 001422502.

Misuse of ABNs and Business Registrations

In addition, information contained in the bank statements, and by the accountant highlights concnerning patterns relating to registered businesses and ABNs.

1. ABN 43 960 865 910 Garth Wilfred Osborne
2. ABN 14 946 035 004 Garth W Osborne Physiotherapy
3. ABN 66 010 316 551 Degelyn Pty Ltd (former entity title Degelyn P L)
4. ABN 52856037840 Gregory R & Anna M Osborne (*former entity title OSBORNE GREGORY & ANNA MARIA, former entity title GREGORY M & ANNA R OSBORNE, former entity title GREGORY R & ANNA M OSBORNE*)
5. ABN 14 946 035 004 Garth A & Gail R Osborne (*former entity title GARTH A OSBORNE & GAIL R SANSOM*), and
6. numerous ABN's linked by trading names

In light of these concerns, I request that you **provide the requested information** as soon as practically possible, and no later than **seven (7) days** from the date of this email. If additional time is required, please inform me promptly with an explanation.

Please **note**, I have attached which have been provided to David Wrangell, accountant and Garth Osborne, Trustee.
1. A new Binding Death Benefit Nomination, signed and dated 14 January 2025, which supersedes all prior forms.
2. A copy of my updated Will (2024)

Please include Mr. Stuart Loudon my solicitor in any emails - stuart@loudonlegal.com.au.

I appreciate your immediate attention to this matter and look forward to your response within the specified timeframe.

Kind regards

Rhonda Knyvett
Trustee, Ultra Super Fund
ABN 41 873 921 089
honda.r@hotmail.com

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Subject: Our mutual client Rhonda Knyvett
Date: Monday, 20 January 2025 at 9:18:33 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Matthew Muller <matt@hawkeyefinancial.com.au>
CC: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Good morning Matt,

I spoke with Rhonda's daughter Holly on Friday regarding the future conduct of their matters. As I have not handled many SMSF matters, the client has elected to instruct a lawyer with specialist experience in that area.

From here I will be assisting them with their other matters.

The client expressed appreciation for your knowledge and advice but has requested that you "down tools" pending their consultation with the SMSF lawyer.

I have copied Holly into this email for her knowledge.

Thank you.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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Subject: Please call me as soon as you can
Date: Friday, 17 January 2025 at 12:29:55 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON
LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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Subject: FW: Formal Request for Information and Documentation Regarding SMSF Concerns
Date: Friday, 17 January 2025 at 9:40:52 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Honda.r@hotmail.com <honda.r@hotmail.com>
Category: Louden Legal
Attachments: image001.png, image002.jpg, S390UltraSuperannuationFund2021.pdf, S390UltraSuperannuationFund2022.pdf, S390UltraSuperannuationFund2023.pdf, S390UltraSuperannuationFund2018.pdf, S390UltraSuperannuationFund2019.pdf, S390UltraSuperannuationFund2020.pdf, Ultra Superannaution Fund 2023 Application Details.pdf

Good morning Holly,

Please find below and attached the response from Accurium which provides some of the information requested, while also articulating the limits and scope in which they can assist.

I have received a large volume of correspondence from you this week, and I am working through your emails to determine how to respond. Please therefore inform me of any relevant developments and whether the responses you mentioned earlier in the week still apply, given that you have in the meantime had contact with Accountant Matthew Muller. I will be in the office for part of the weekend so will have time to devote to this then. I have already flagged some issues (such as relating to the new EPOA) which I will be addressing.

Thank you.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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From: Accurium Actuary <act@accurium.com.au>
Sent: Wednesday, 15 January 2025 2:25 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Accurium Actuary <act@accurium.com.au>
Subject: RE: Formal Request for Information and Documentation Regarding SMSF Concerns

Hi Stuart,

Thank you for taking my call this morning.

As discussed much of the information which Rhonda has requested in her email is not data which we collect or have available to provide to you.
We provide actuarial services for SMSFs and in this instance the accountant has obtained the annual actuarial certificate for the Fund from us. I have managed to find the Fund in our records and can see the accountant Pine Rivers Consulting has ordered the actuarial certificate from us directly for a number of years. I have attached for you the actuarial certificates we completed for the 2023, 2022, 2021, 2020, 2019, and 2018 financial years for the Ultra Superannuation Fund. I have also attached a copy of the data provided to us by the accountant to complete the actuarial certificate for the 2023 as an example of what we receive from the accountant do complete the actuarial certificate. I can provide this for other financial years if required.

We have an online form the accountant completes to provide us with the information we require to do the actuarial calculation, we rely on this data to do the required calculations and issue the actuarial certificate. We do not receive financial statements, valuation reports, or income and expense records of the Fund, the accountant would have this information and the data they provide us would be based on those documents. Our actuarial certificate calculation will take account of the transactions of the fund such as pension payments and contributions, these will be provided to us in the application form by the accountant. Similarly, we do not have the Fund's deed, investment strategy, binding death benefit nomination or other compliance or legal documents. From our perspective there was nothing unusual or concerning with the actuarial certificates for this Fund, we were able to complete the certificate based on the information provided by the accountant and did not need to contact them in respect to having any questions or issues.

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Please let me know if any further information is required. I would be happy to speak with you or/and Rhonda as necessary if you have any questions.

Kind regards,

Melanie Dunn, FIAA SSA
Principal

Accurium

- Level 1, 144 Macquarie Street, HOBART TAS 7000
- Tel: 1800 203 123
- Web: www.accurium.com.au
- Linkedin

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From: rhonda knyvett <honda.r@hotmail.com>
Sent: Wednesday, 15 January 2025 10:28 AM
To: Accurium Actuary <act@accurium.com.au>; Accurium Accounts <accounts@accurium.com.au>
Cc: Stuart Loudon <Stuart@loudonlegal.com.au>
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- Rental Tenancy Authority -bond payments associated with unidentified property.
- 2 July 2019 OSKO PAYMENTS commenced. Prior to 2 July 2019 concerns relating to validity of the funds classified as rental payments regarding transactions with 'Transfer of Credits', cash deposits and Direct credit. (Transfer of credit - payee and payer can be the same person)
- 20/03/24 received EFT Transfer from Bendigo Banks Fund $11,809.01

Bendigo Bank

Account: Ultra Super Fund BSB 633 000 Account 118052760

Sandhurst Trustees Ltd ABN 16004 030737

Customer Number:12732426/X101

Status: opened 1 December 2004 – closed 30 March 2024 by Garth Osborne

- 1/12/2004 TO 1/5/2007 deposits (rent) HILGOLD PTY LTD
- **21/06/05 Cheque deposits 21/06/05 $21,000 $15,000**
- **5/7/2005 transfer to COMSEC (withdrawal) $44,449.08**
- 21/10/05 transfer to COMSEC (withdrawal) $8854.60
- 10/3/06 transfer to COMSEC (withdrawal) $12,552
- 15/03/06 transfer to COMSEC (withdrawal) $7871
- 1/07/2007 – 31/07/2007 NOTABLE STATEMENT COMMONWEALTH SEC DEPOSITS – 11 JULY – **$55,000 $51,000, $24,000, $55,000**
    - CHECK WITHDRAWALS **$50,000** 1/8/07 – 31/8/07
    - transfer to COMSEC (withdrawal) **$21,000 &**
    - **CHEQUE WITHDRAWAL $168,000**
- **6/4/09 COMM BANK DEPOSIT 45,506.28**
- **1/04/09 – 30/04/09 NOTABLE STATEMENT 14/04/09 transfer to COMSEC (withdrawal) $42,457.65**
- 1/06/2009 NOTABLE STATEMENT
    - **CHEQUE DEPOSIT $40,270, COMMONWALTH DEPSOIT $28,830, CHECK WITHDRAWALS $60,000, $12,000, $700**
- 8/10/09 transfer to COMSEC (withdrawal) $14,906
- 10/05/10 APPROX COMSEC WITHDRAWAL $12,000
- 13/07/10 APPROX COMSEC WITHDRAWAL $12,000
- **29/03/2011 CHEQUE WITHDRAWAL $160,000**
- 29/06/11 transfer to COMSEC (withdrawal) $13,321
- 6/7/11 transfer to COMSEC (withdrawal) $13,441
- 11/8/11 transfer to COMSEC (withdrawal) $6,881
- 27/05/2012 transfer to COMSEC (withdrawal) $20,563
- 1/05/2012 INWARD TELEGRAPHIC TRANSFER DEPOSIT- $$7,000
- 1/05/2012 transfer to COMSEC (withdrawal) $7,929
- 11/06/2013 CHEQUE WITHDRAWAL $20,000
- **16/10/2014 transfer to COMSEC (withdrawal) $45,943**
- 25/08/2015 transfer to COMSEC (withdrawal) $11,517
- 4/09/15 transfer to COMSEC (withdrawal)
- 1/03/16 – 31/03/16 NOTABLE STATEMENT – on 9/03/16 Acc balance was $1,668;15/03/16 Garth made a deposit titled as Ultra Super Fund of $5,000, making a cheque withdrawal on the same day (15/03/16) of $5,000. Regular pattern in both accounts.
- 18/11/18 Transfer credit from 34500587/V501 $300 (What is this account).
- 20/05/17 cheque withdrawal 686 $10,000
- 18/07/2018 cheque withdrawal $10,000

- 22/08/18 cheque 776 withdrawal $13000
- 19/03/2019 cheque 813 withdrawal $10,000
- 1/05/19 cheque 819 withdrawal $25,000
- 16/06/20 – cheque deposit $20,800
- 25/06/20 cheque withdrawal 899 (PETTY CASH) $1006.55
- 31/03/21 cheque deposit – Garth - $14,400
- 12/04/21 Cheque 938 withdrawal - $20,000
- 14/06/21 cheque 947 withdrawal 10,000
- 29/06/21 cheque deposit 15,000
- 16/09/21 cheque withdrawal 962 $12,000
- 22/03/22 OSKO PAYMENT COMPASS GLASS AND ALUM – CHURCH ROAD ZILLMERE 50% PAYM> 2522.85 withdrawal
- 1/6/22 cheque 992 withdrawal $10,000
- 5/8/22 DIRECT DEBIT COMMSEC SECURITY withdrawal **$67,816.51**
- 17/10/22 cheque 1004 withdrawal $10,000
- 2/5/23 cheque deposit $15,600
- 21/6/23 cheque deposit $15,000
- 26/06/23 cheque withdrawal 1035 $20,000
- 25/08/23 cheque withdrawal 1042 $22,476.54
- 17/11/23 cheque withdrawal 1057 $20,000
- 8/01/24 cheque withdrawal 1065 $10,020.80
- 5/03/24 cheque withdrawal 1072 $11,488.40
- 20/03/24 Account CLOSED & EFT credit transfer Bendigo Banks Fund $11,809.01 into Ultra Super fund Suncorp BSB 484-799 Account 001422502.

Misuse of ABNs and Business Registrations

In addition, information contained in the bank statements, and by the accountant highlights concnerning patterns relating to registered businesses and ABNs.

1. ABN 43 960 865 910 Garth Wilfred Osborne
2. ABN 14 946 035 004 Garth W Osborne Physiotherapy
3. ABN 66 010 316 551 Degelyn Pty Ltd (former entity title Degelyn P L)
4. ABN 52856037840 Gregory R & Anna M Osborne (*former entity title OSBORNE GREGORY & ANNA MARIA, former entity title GREGORY M & ANNA R OSBORNE, former entity title GREGORY R & ANNA M OSBORNE*)
5. ABN 14 946 035 004 Garth A & Gail R Osborne (*former entity title GARTH A OSBORNE & GAIL R SANSOM*), and
6. numerous ABN's linked by trading names

In light of these concerns, I request that you **provide the requested information** as soon as practically possible, and no later than **seven (7) days** from the date of this email. If additional time is required, please inform me promptly with an explanation.

Please **note**, I have attached which have been provided to David Wrangell, accountant and Garth Osborne, Trustee.
1. A new Binding Death Benefit Nomination, signed and dated 14 January 2025, which supersedes all prior forms.
2. A copy of my updated Will (2024)

Please include Mr. Stuart Loudon my solicitor in any emails - stuart@loudonlegal.com.au.

I appreciate your immediate attention to this matter and look forward to your response within the specified timeframe.

Kind regards

Rhonda Knyvett
Trustee, Ultra Super Fund
ABN 41 873 921 089
honda.r@hotmail.com

Subject: RE: Property Details - SMSF Assets
Date: Thursday, 16 January 2025 at 7:09:32 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

Thank you Holly,

As to the assets in the fund, and the transactions, I will leave this to Matthew Muller.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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2. Delete it from your records without forwarding or showing it to anyone.
Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Thursday, 16 January 2025 8:06 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Property Details - SMSF Assets

Dear Stuart

It seems likely that Garth Osborne is connected to the company listed as the buyer of Roghan Road.

I'll need to conduct another search for pre-1994 records, as 80 Yundah Street is unclear. I believed Garth and Rhonda owned it before selling to purchase Roghan Road.

> Please find below a list of properties associated with Garth Osborne and Rhonda Knyvett. Most of these properties may form part of the assets under the SMSF:
>
> • 80 Under Street, Shorncliffe & 82 Under Street, Shorncliffe - I was understood this was owned by Garth Osborne. Rhonda lived here with Garth Osborne. They sold this house, and bought 169 Roghan as an investment. Garth Osborne's name is not on this property. Names may link to some of the ABN names - unsure at present.
> • 169 Rogan Road, Taigum
> • 18 Magnetic Street, Boondall - Rhonda Knyvett - Registered Owner
> • 158 Church Road, Zillmere & 2 Hinchliffe Street, Zillmere
> • 364 Zillmere Road, Unit 1
> • 364 Zillmere Road, Unit 2
> • 364 Zillmere Road, Unit 3
> • 364 Zillmere Road, Unit 4
> • 364 Zillmere Road, Unit 5
> • 364 Zillmere Road, Unit 6
> • 364 Zillmere Road
> • 30 Whipbird Place, Aspley - Garth Osborne & Ann Anthonisz - Tennant's in common
>
> This information may assist in identifying the assets of the fund.
>
> Kind regards,
>
> Holly

<158 CHURCH RD, ZILLMERE QLD 4034 AND 2 HINCHCLIFFE ST, ZILLMERE QLD 4034 Historical_Title_Search_12791021.pdf>

Subject: PLEASE DISREGARD PREVIOUS EMAIL- I have located the EPOA
Date: Thursday, 16 January 2025 at 6:44:24 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON
LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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Please therefore:

1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
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Subject: RE: Escalation of Evidence and Strategic Action
Date: Thursday, 16 January 2025 at 6:36:16 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>, honda.r@hotmail.com <honda.r@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Holly,

I am working through all the emails received this week and will respond shortly.

Please provide the updated EPOA you mentioned in your 14 January 2025 email.

Thank you,

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

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Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Thursday, 16 January 2025 6:29 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>; honda.r@hotmail.com
Subject: Escalation of Evidence and Strategic Action

Dear Stuart

Following Garth Osborne's recent correspondence (below), it is evident that his ongoing efforts to distract, confuse, and withhold documentation to which Rhonda, as trustee, is lawfully entitled, must now be met with decisive action. His continued refusal to channel communications through you and his attempts to pressure Rhonda directly only serve to underscore his pattern of coercive control and intimidation over the past four decades.

The Bendigo and Suncorp Ultra Super Fund bank account statements constitute irrefutable evidence of Garth Osborne's involvement in tax evasion and round-tripping. These documents will be provided to the accountant, potentially leading to further self-incrimination and implicating Garth. While the accountant may attempt to claim ignorance, the presented evidence will be undeniable, thereby creating an opportunity for the accountant to disassociate from Garth and shift blame.

I intent to provide the bank statements to the Actuary, Auditor, Boardroom Pty Limited, and Sandhurst Trustees to compel compliance with their legislative reporting obligations.

Supplying the bank statements may likely assist Rhonda in obtaining the requested from parties providing services to the SMSF. Also, this will add weight to the concerns Rhonda has previously raised, demonstrating her attempts to full-fill regulatory obligations required of a trustee.

I am of the view this will strengthen our position to hold culpable parties accountable for non-compliance and obstruction.

Please advise if you have any objections, otherwise I will proceed accordingly.

Kind regards,

Holly

Sent from my iPhone

Begin forwarded message:

From: rhonda knyvett <honda.r@hotmail.com>
Date: 16 January 2025 at 4:17:53 pm AEST
To: Riki Dahm <rikidahm84@gmail.com>, holly tegan <Hollyteganosborne@hotmail.com>
Subject: Fwd: Instruction to implement BDBN, EPA & request for information

Sent from my iPhone

Begin forwarded message:

From: Garth Osborne <go56@bigpond.com>
Date: 16 January 2025 at 13:52:34 AEST
To: rhonda knyvett <honda.r@hotmail.com>
Subject: Instruction to implement BDBN, EPA & request for information

Rhonda,

As you have put a stop on Ultra Super Fund Suncorp account allowing me to make payments we now need to both meet at a Suncorp Branch to pay outstanding bills.
Presently there is an outstanding ATO amount needing to be paid forthwith of $ 1106.00.
You need to make yourself available imminently.
In the future we'll be meeting regularly to facilitate payment of BCC rates, Qld Unban Utilities, Insurance payments, AGL a/c's, maintenance, Account fees, Auditor fees, petty cash payments etc.

I'm awaiting your response,

GARTH OSBORNE

On 15 Jan 2025, at 3:52 pm, rhonda knyvett <honda.r@hotmail.com> wrote:

Dear Garth

I refer to my previous email of 30 December 2024, requesting all information and documentation relating to Ultra Super Fund (SMSF) ABN 41 873 921 089.

You have withheld all documentation and information about the SMSF, including that I am a trustee of the SMSF. To date, you have ignored all my verbal and written requests to get any information or documentation.

Again, I request you provide all documentation and records relating to the SMSF as requested in my previous email, especially the **deed of establishment** (including all amended versions), and any **Binary Death Nomination Beneficiary Forms** related to me.

I hold serious concerns you have used the SMSF for round-tripping and tax evasion. I also noticed that all property assets owned by Ultra Super Fund have had a deflated valuation reported to the ATO.

As the other trustee of Ultra Super Fund, I am notifying and instructing you to immediately implement:

- my new **Binding Death Benefit Nomination (BDBN) dated 14 January 2025** (attached).
- my new **Enduring Power of Attorney (EPA)** (Attached).

You are to notify all providers that you have engaged to provide administrative and or financial services to the SMSF that the new BDBN and EPA are to be implemented immediately.

I have copied David Wrangell, Accountant for SMSF to ensure immediate action is taken with my instructions.

I request your immediate attention to this matter, by implementing the new BDBN, EPA, and for

you to supply all information and documentation you have withheld by close of business **16 January 2025.**

Please include Mr. Stuart Loudon my solicitor in further email about this matter - stuart@loudonlegal.com.au

regards

Rhonda Knyvett
Trustee
Ultra Super Fund

<14.01.2025 Rhonda Ann Knyvett BDBN.zip><EPA of Rhonda Knyvett dated 08.01.2025.pdf><JP Certified Copy of EPA of Rhonda Knyvett dated 08.01.2025.pdf>

Subject: RE: Response to Form 11 Submission – Refutation of Allegations and Notice of Blackmail
Date: Tuesday, 14 January 2025 at 4:51:45 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.png

Thank you Holly,

I have been delayed by other matters but will prepare this now and provide it shortly.

Stuart

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 14 January 2025 2:21 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Fw: Response to Form 11 Submission – Refutation of Allegations and Notice of Blackmail

Dear Stuart

Closing this loop, to confirm no correspondence has been received from Garth or Ann regarding the instruction to provide immediate written notice of their Notice being withdrawn.

I understand you will draft an email that you will issue addressing the above, Garths further attempts to 'double down' to try to bring this matter to a close.

Thank you for your assistance with progressing the matter.

Holly

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 7 January 2025 2:11 PM
To: go56@bigpond.com <go56@bigpond.com>; ann.z.shopz@gmail.com <ann.z.shopz@gmail.com>
Cc: Honda.r@hotmail.com <honda.r@hotmail.com>
Subject: Response to Form 11 Submission – Refutation of Allegations and Notice of Blackmail

Dear Garth Osborne & Ann Anthonisz

I am writing in response to the Form 11 submitted on 31 December 2024, in which you allege that I have violated the provisions of the *Residential Tenancies and Rooming Accommodation Act 2008* (the "RTAA Act"), specifically regarding Sections 61, 62, and 246(a), and assert retaliatory action in contravention of Section 276A. I categorically refute these allegations, and I also wish to address the inappropriate and unlawful actions referenced in your email dated 30 December 2024.

You have provided no evidence for the assertions made in your Form 11. These assertions are without basis.

1. No Evidence of Breach of Sections 61 and 62:
Section 61(7)(b) explicitly states that this section does not apply to a periodic tenancy such as exists between us.

Your assertions in relation to sections 61 and 62 of the *RTRA Act 2008 (Qld)* are thus irrelevant, but otherwise without basis.

The notice to leave issued to you and Ann Anthonisz was fully compliant with the relevant provisions of the Act. There has been no failure on the part to meet the legislative requirements, nor any improper action taken that would trigger the application of these sections.

2. No Retaliatory Action in Violation of Section 276A:
The claim of retaliatory action under Section 276A is without foundation. For Section 276(a) to apply, it is required that:

- The tenant took action to enforce their rights (such as issuing a notice to remedy a breach, requesting repairs, or making a complaint to an authority), and
- The landlord, knowing of such actions, then issued a retaliatory notice, such as a notice to remedy breach or a notice to leave.

In this case, no such action has been taken by you or Ann Anthonisz that would justify the application of Section 276A. The notice to leave was issued for legitimate reasons unrelated to any enforcement of rights or complaints made by you.

3. No Breach of Section 246(a) or Other Relevant Legislation:
The allegation of a breach under Section 246(a) is equally without substance or merit. There is no evidence to suggest I issued the notice to leave or engaged in any action with the intent to intimidate, punish, or retaliate against you. The actions taken were in line with standard matters and unrelated to any protected activity under the RTAA Act.

4. Reference to Email Dated 30 December 2024:
In your email dated 31 December 2024, you requested that the notice to leave be set aside, and the tenancy period extended through to the end of September 2025. You further indicated that failure to comply with this request by 5:00 PM on 2 January 2025 would result in you

reporting the matter to various government bodies.

This communication is a clear example of attempted coercion and constitutes blackmail. For the avoidance of doubt, blackmail is defined under Section 369 of the *Criminal Code Act 1899 (Qld)* as demanding actions with menaces, or threatening to expose information that could be detrimental to another party unless certain actions are taken. The penalties for blackmail are severe, with the offence punishable by imprisonment for up to 14 years. I hereby reject your demand in its entirety.

5. Response to Intimidation and Blackmail:
Your attempts to force my compliance with your wishes is unlawful and wholly unacceptable. I will not tolerate such intimidation, nor will I comply with illegal demands made by you. Should you and Ann continue to make such threats, I will not hesitate to take immediate legal action.

6. Request for Dismissal of Matter:
Given there is no evidence of a breach of the RTAA Act 2008, and the lack of legal basis for the claims made in the Form 11, I ask that you immediately give written notice that your Notice is withdrawn, and that you comply with the Notice To Leave issued to you and the timeframe stipulated therein. The notice to leave complied with statutory obligations, and there is no legitimate basis for further consideration of this matter. You cannot merely remain resident in my house on your own terms.

I am formally notifying you that the AGL account will be deactivated on 28 February 2025, the date specified for your departure. The Urban Utilities bill for the period leading up to your departure will be issued to you for payment.

Any further attempts at intimidation or blackmail by your or Ann will not be tolerated and will be pursued to the fullest extent of the law.

I direct that any further correspondence in this matter be addressed to my solicitor, Mr Stuart Loudon at LOUDON LEGAL, email: stuart@loudonlegal.com.au

Regards

Rhonda Knyvett

Issued by Holly Dahm
Power of Attorney for Rhonda Knyvett

From: rhonda knyvett <honda.r@hotmail.com>
Sent: Monday, 6 January 2025 4:41 PM
To: go56@bigpond.com <go56@bigpond.com>; ann.z.shopz@gmail.com <ann.z.shopz@gmail.com>
Subject: Provision of Ledger

Dear Garth Osborne and Ann Anthonisz

I am writing in response to your recent request for a ledger in accordance with Section 65 of the Residential Tenancies and Rooming Accommodation Act 2008.

As such, I hereby provide you with the requested ledger below.

Regards

Rhonda Knyvett

RENT LEDGER					
Property address: 18 Magnetic street Boondall					
Amount: $800 per fortnight (based on $400 per week)					
Periodic lessor names: Garth Osborne & Ann Anthonisz					
Property owner: Rhonda Knyvett					
Period		Amount		DATE PAID	Notes
		DUE	PAID		
28/02/2024	3/04/2024	NIL	$0.00	Nil	No payment for 4weeks & No b
3/04/2024	17/04/2024	800.00	$800.00	1/04/2024	
15/05/2024	29/05/2024	800.00	$800.00	13/05/2024	
29/05/2024	12/06/2024	800.00	$800.00	3/06/2024	
12/06/2024	17/07/2024	1,600.00	$1,600.00	14/06/2024	Paid 4 weeks
17/07/2024	31/07/2024	800.00	$800.00	15/07/2024	
31/07/2024	14/08/2024	800.00	$800.00	30/07/2024	
14/08/2024	28/08/2024	800.00	$800.00	9/08/2024	
28/08/2024	11/09/2024	800.00	$800.00	26/08/2024	
11/09/2024	25/09/2024	800.00	$800.00	9/09/2024	
25/09/2024	9/10/2024	800.00	$800.00	23/09/2024	
9/10/2025	23/10/2025	800.00	$800.00	8/10/2024	
23/10/2024	6/11/2024	800.00	$800.00	21/10/2024	
6/11/2024	20/11/2024	800.00	$800.00	4/11/2024	
20/11/2024	4/12/2024	800.00	$800.00	22/11/2024	
4/12/2024	18/12/2024	800.00	$800.00	2/12/2024	
18/12/2024	1/01/2025	800.00	$750.00	16/12/2024	amount recieved was $50 short
1/01/2024	15/01/2024	800.00	$850.00	31/12/2024	amount included the $50 missi
15/01/2024	29/01/2024	-			
29/01/2024	12/02/2024	-			
12/02/2024	26/02/2024	-			
26/02/2024	**28/02/2024 NOTICE TO LEAVE - END DATE OF PERIODIC LEASE**	-			

From: Garth Osborne <go56@bigpond.com>
Date: 30 December 2024 at 19:08:34 AEST
To: rhonda knyvett <honda.r@hotmail.com>
Subject: Re: Formal Request for Documentation

Rhonda,

I refute all of your alleged accusations you have presented in your email regarding me as simply being vexatious false and baseless.

Under the Residential Tenancies Act I am entitled to be provided a receipt of rent monies paid forthwith.
Also under Residential Tenancies Act I request you provide me with a ledger of rent monies paid throughout our tenancy.

We want your Notice to Vacate Form 12 to be set aside and for our tenancy period to be extended to the end of September 2025.
With your failure to set aside Notice to Leave along with not extending tenancy agreement period through to the end of September 2025 by end of business Thursday 2/01/2025 we intend reporting you to Centrelink, Brisbane City Council, Australian Taxation Office, Qld Government electricity rebate section.

Regarding these matters we want written confirmation of your actions.

I await your response,
.
GARTH OSBORNE & ANN ANTHONISZ

> On 30 Dec 2024, at 5:39 pm, rhonda knyvett <honda.r@hotmail.com> wrote:
>
> Dear Garth
>
> I write to formally address a number of matters concerning the Ultra Super Fund and your temporary residence at my property, including your inappropriate behaviour and actions in relation to both matters.
>
> On 23 December, you requested that I attend a meeting to sign documents related to the sale of 158 Church Road, Zillmere. During the course of this meeting, you presented a seller contract for the transfer of this asset to your partner, Ann Anthonize. I made it clear during that meeting, and I reiterate now, that I do

not consent to the sale of this property, or other undisclosed assets under management of the Fund.

I would like to formally draw attention to the fact that prior to this meeting you have consistently withheld all documentation and information pertaining to the Fund. Despite my repeated requests, I have yet to receive any documentation providing information about the Fund.

Your practice of presenting me with documents for signing without providing copies for review or allowing for a second opinion has been ongoing for many years. This approach is not only inappropriate but also places undue pressure on me to sign without sufficient time or understanding.

Additionally, I must address your behavior during the meeting on 23 December, where you exhibited aggression towards both myself and my support person. Despite my request for 30 minutes to review the material, you only allowed me three minutes before insisting that I make a decision. When I attempted to sit at the table to review the documents, you followed me over, stood over me, and also positioned yourself over my support person.

Your actions in standing so close, and making direct, aggressive gestures created an environment that felt both intimidating and threatening. This behavior left both myself and my support person feeling scared and uncomfortable. I want to make it clear that I will no longer tolerate such behaviour.

Moving forward, all communication with you, whether in person, via phone call, or text, will cease. From this point on, all communication will be conducted exclusively via email. This change is necessary due to the pattern of behavior over the years, which must now come to an end.

I acknowledge the rent payment I collected from you today, and going forward, I request that all rent payments for staying in my property be made directly to my bank account on a fortnightly basis, starting with the next payment due on 13/01/25.

Please find my bank account details below for your reference:

Account name: Rhonda Knyvett

BSB: 484-799

Account number: 039836080

I would like to bring to your attention the Form 12, issued in light of your repeated failure to acknowledge my requests for you to vacate the property, as well as your failure to indicate any intention to take action or leave.

The Form 12 was hand-delivered to you at the conclusion of our meeting on 23 December at Taigum and emailed to both you and Ann Anthonize at go56@bigpond.com and ann.z.shopz@gmail.com at approximately 1:00 PM on the same day. This form formally confirms that your final date at the property will be 28 February 2025.

This arrangement was initially intended to be a temporary, short-term solution, allowing you to stay in two rooms of my property for a few months following the sale of your own home, with the understanding that you would be purchasing a new one. Throughout this period, I have consistently offered flexibility, extending your stay as requested. However, despite repeatedly asking you to vacate the property, you have continuously resisted and failed to acknowledge these requests. Your approach has placed me in a position where I feel unable to assertively decline your requests, leading to a situation where I have felt compelled to acquiesce. This ongoing refusal to leave and lack of acknowledgment of my requests is untenable and must now come to an end.

To address the inappropriate withholding of information related to the Fund and the undue influence this has exerted on my ability to make informed decisions, I formally request that you provide the following documentation within 14 days:

Fund Governance and Documentation

* The fund's trust deed

* The fund's investment strategy, including records of regular reviews and any consideration of insurance for members

* All signed trustee declarations

* Records of trustees consenting to their appointment

* Records of any changes to fund members or trustees

Financial Statements and Reporting

* A statement of financial position recording the assets and liabilities of the fund as of the last financial year end.
* An operating statement detailing the profit or loss incurred by the fund for the relevant financial year.
* Member statements and other reports as required.
* The income tax return for the fund.

Asset Valuation (Annual Audit):

* The auditor's valuation for each asset held by the Fund, as part of the annual audit process

Once I have reviewed the information and sort advice I will determine the appropriate course of action. I intend to sever all involvement with the Fund and request that no further contact be made following the resolution of this matter.

Should you fail to provide the requested information within the specified 14-day period I will have no choice but to consider further action, including legal recourse.

I trust this matter will be addressed promptly.

Regards

Rhonda Knyvett

> On 23 Dec 2024, at 13:57, rhonda knyvett <honda.r@hotmail.com> wrote:
>
> Please find attached a PDF version of form 12 that I hand delivered to you at the Coffee Club Taigum at approximately 10am on the 23rd of December 2024.
>
> This form provides you greater than 2 months notice to vacate 18 Magnetic Street Boondall.
>
> As such, you are required to vacate the property by 28th of February 2025.

Subject: RE: Form for review
Date: Monday, 13 January 2025 at 4:21:19 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, rhonda knyvett <honda.r@hotmail.com>
Category: Louden Legal
Attachments: image001.png

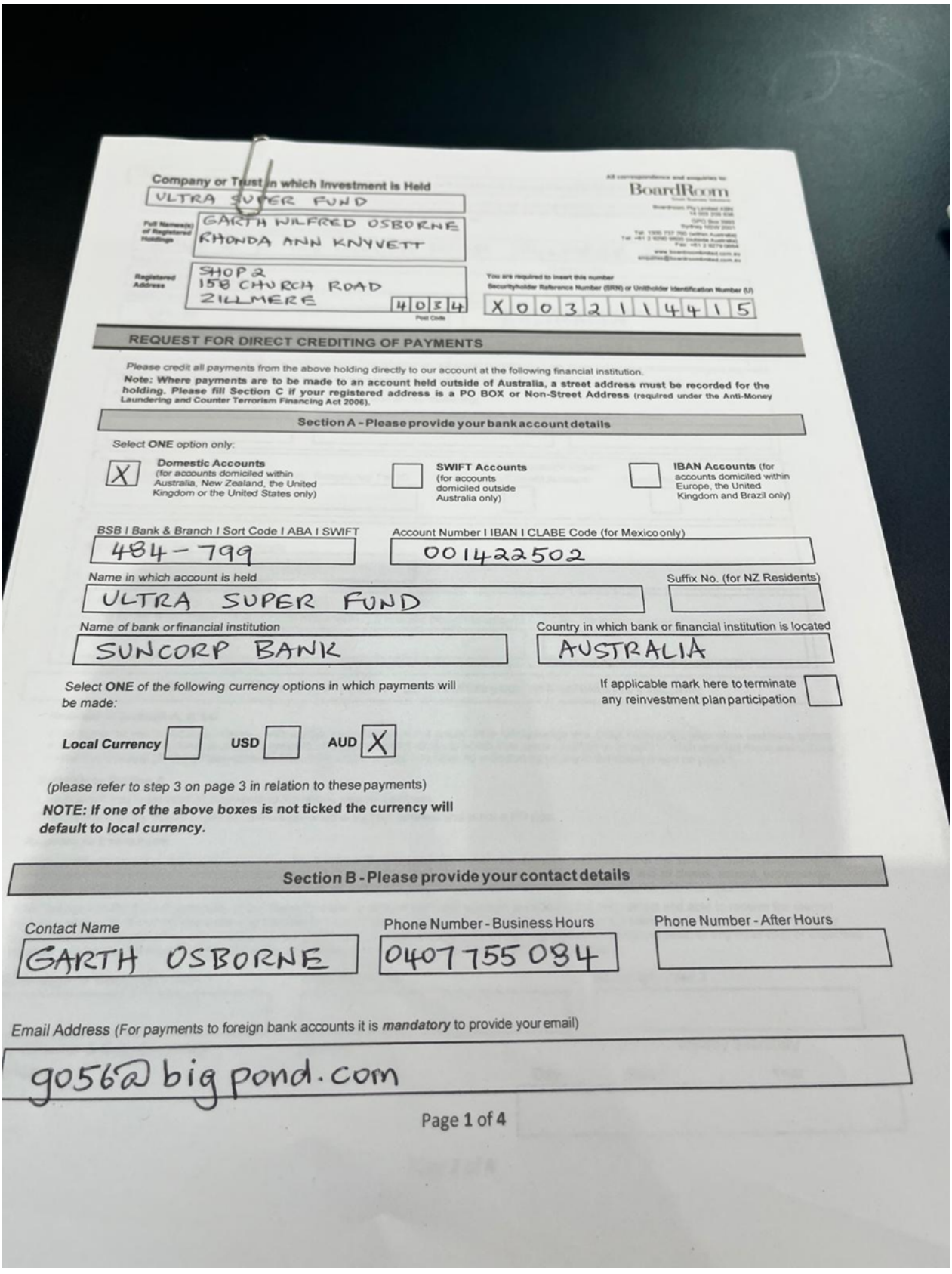
Holly,

I would expect they are numbers but it is unclear from the form. It does not appear that the nomination requires inclusion of the number.

Stuart

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Monday, 13 January 2025 4:17 PM
To: rhonda knyvett <honda.r@hotmail.com>
Cc: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: Form for review
Importance: High

Stuart, we will also include the unique identifier X0032114415. Where would you suggest it is included, and would you confirm I have got the correct number, specifically, the zeros are not actually the alphabetical letters - eg O.



Company or Trust in which Investment is Held
ULTRA SUPER FUND

Full Name(s) of Registered Holdings
GARTH WILFRED OSBORNE
RHONDA ANN KNYVETT

Registered Address
SHOP 2
158 CHURCH ROAD
ZILLMERE
4034
Post Code

All correspondence and enquiries to:
BoardRoom

You are required to insert this number
Securityholder Reference Number (SRN) or Unitholder Identification Number (UI)
X0032114415

REQUEST FOR DIRECT CREDITING OF PAYMENTS

Please credit all payments from the above holding directly to our account at the following financial institution.
Note: Where payments are to be made to an account held outside of Australia, a street address must be recorded for the holding. Please fill Section C if your registered address is a PO BOX or Non-Street Address (required under the Anti-Money Laundering and Counter Terrorism Financing Act 2006).

Section A - Please provide your bank account details

Select **ONE** option only:

[X] **Domestic Accounts** (for accounts domiciled within Australia, New Zealand, the United Kingdom or the United States only)

[ ] **SWIFT Accounts** (for accounts domiciled outside Australia only)

[ ] **IBAN Accounts** (for accounts domiciled within Europe, the United Kingdom and Brazil only)

BSB I Bank & Branch I Sort Code I ABA I SWIFT
484-799

Account Number I IBAN I CLABE Code (for Mexico only)
001422502

Name in which account is held
ULTRA SUPER FUND

Suffix No. (for NZ Residents)

Name of bank or financial institution
SUNCORP BANK

Country in which bank or financial institution is located
AUSTRALIA

Select **ONE** of the following currency options in which payments will be made:

If applicable mark here to terminate any reinvestment plan participation [ ]

Local Currency [ ] **USD** [ ] **AUD** [X]

(please refer to step 3 on page 3 in relation to these payments)

NOTE: If one of the above boxes is not ticked the currency will default to local currency.

Section B - Please provide your contact details

Contact Name
GARTH OSBORNE

Phone Number - Business Hours
0407755084

Phone Number - After Hours

Email Address (For payments to foreign bank accounts it is ***mandatory*** to provide your email)
9056@bigpond.com

Page 1 of 4

From: rhonda knyvett <honda.r@hotmail.com>
Sent: Monday, 13 January 2025 4:14 PM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: Form for review

Thank you Stuart. Yes can you please look at this form asap. I do not want Garth to be able to take something that does not belong to him.

Thanks Holly.

Love Mum

Sent from my iPhone

> On 13 Jan 2025, at 16:12, Holly Osborne <hollyteganosborne@hotmail.com> wrote:
>
> Dear Stuart
> Please find attached the BDBNF for review. Please note Rhonda is in CC and would like you to review before she considers the information and decides on the next steps this afternoon.
> Thank you
> <BINDING-DEATH-BENEFIT-NOMINATION-FORM.docx>

Subject: RE: Form for review
Date: Monday, 13 January 2025 at 4:19:09 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Honda.r@hotmail.com <honda.r@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Hi Holly and Rhonda,

If you leave the second section blank, the super will form part of the estate so would come under Rhonda's Will.

Otherwise if you wanted to sequester the funds you could nominate another sibling (if you have one) or someone that Rhonda has an interdependency relationship with, if applicable (see the following link for the relevant criteria:
https://www.ato.gov.au/individuals-and-families/your-tax-return/instructions-to-complete-your-tax-return/paper-tax-return-instructions/2012/supporting-information/special-circumstances-and-glossary-2012/glossary/interdependency-relationship

If these conditions apply to no one and Rhonda has no other children, you can leave it blank.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:

1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

Email scammers may target law practices, and their clients.
Please therefore:

1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Monday, 13 January 2025 4:12 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>; Honda.r@hotmail.com
Subject: Form for review
Importance: High

Dear Stuart
Please find attached the BDBNF for review. Please note Rhonda is in CC and would like you to review before she considers the information and decides on the next steps this afternoon.
Thank you

Subject: RE: Binding Death Benefit Nomination
Date: Monday, 13 January 2025 at 3:11:53 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>, Honda.r@hotmail.com <honda.r@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Thank you Holly,
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON
LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Monday, 13 January 2025 2:47 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>; Honda.r@hotmail.com
Subject: Binding Death Benefit Nomination

Dear Stuart,

Rhonda has advised she will complete the Binding Death Benefit Nomination (BDBN) form today. Once completed, Rhonda will email it to you and the current SMSF accountant.

This BDBN, once enacted, will override any existing nominations, including any that Garth Osborne may have in place.

Kind regards,
Holly Dahm

Subject: RE: MATTER 1 - Periodic Lease
Date: Sunday, 12 January 2025 at 10:28:50 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal

Holly,

I have just realised you were responding to my suggestion to respond to Garth, not to brief Matthew. Should I also email Matthew?

I will send you a draft response to Garth on Monday.

Stuart

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Sunday, 12 January 2025 10:24 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Re: MATTER 1 - Periodic Lease

Dear Stuart,

Yes, please proceed. The summary for Matter 2 should provide valuable insights into Garth's character and the extent of his actions.

Kind regards,
Holly Dahm

On 12 Jan 2025, at 9:25 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Holly,

Thank you for your emails.

Garth is doubling down and ignoring your response.

I suggest I draft a letter to him in response to this email. Please confirm I may do so.

Has he specified what he will be reporting Rhonda to these various organisations **for**? Please instruct me where possible.

Thank you.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Sunday, 12 January 2025 9:07 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: MATTER 1 - Periodic Lease

Dear Stuart,

Please find attached the correspondence from Garth to Rhonda regarding the periodic lease, which is the only communication received on this matter. Garth appears to have attempted to justify the email by stating it was sent in error and that he wished to recall it. However, this seems to be an attempt to alter the record.

Kind regards

Holly

Subject: RE: MATTER 1 - Periodic Lease
Date: Sunday, 12 January 2025 at 10:26:01 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal

Thank you Holly,

I will send a general introduction email to Matthew, copying you in. He can then advise you as to how to best brief him and provide the excellent detailed information you have collated to date.

Stuart

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Sunday, 12 January 2025 10:24 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Re: MATTER 1 - Periodic Lease

Dear Stuart,

Yes, please proceed. The summary for Matter 2 should provide valuable insights into Garth's character and the extent of his actions.

Kind regards,
Holly Dahm

> On 12 Jan 2025, at 9:25 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
>
> Holly,
>
> Thank you for your emails.
>
> Garth is doubling down and ignoring your response.
>
> I suggest I draft a letter to him in response to this email. Please confirm I may do so.
>
> Has he specified what he will be reporting Rhonda to these various organisations **for**? Please instruct me where possible.
>
> Thank you.
>
> Yours faithfully,
>
> **STUART LOUDON**
> Director and Court-Appointed Costs Assessor
>
> <image001.jpg>
>
> Website: www.Loudonlegal.com.au
> Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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> 2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Sunday, 12 January 2025 9:07 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: MATTER 1 - Periodic Lease

Dear Stuart,

Please find attached the correspondence from Garth to Rhonda regarding the periodic lease, which is the only communication received on this matter. Garth appears to have attempted to justify the email by stating it was sent in error and that he wished to recall it. However, this seems to be an attempt to alter the record.

Kind regards

Holly

Subject: RE: MATTER 2: Subject: Evidence of Financial Misconduct and Associated Breaches
Date: Sunday, 12 January 2025 at 9:27:26 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

Holly,

Shall I send Matthew Muller, the accountant, a referral email by means of warm introduction to you? What you have provided is substantial and could be the basis for a brief to him.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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2. Delete it from your records without forwarding or showing it to anyone.
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Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Sunday, 12 January 2025 9:06 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: MATTER 2: Subject: Evidence of Financial Misconduct and Associated Breaches
Importance: High

Dear Stuart,
With regards to the instruction to David, based on the information provided below, in his capacity as an accountant, David is either complicit in the tax evasion or has demonstrated gross negligence, failing to identify the suspicious activity.

I refer to the following comprehensive summary undertaken on Garth's financial activity and conduct; this summary is based on available information from:

- 20 years of statements from:

Ultra Super Fund Bendigo Bank account BSB 633-000 Account 118052760
Ultra Super Fund Suncorp account BSB 484-799 Account 001422502

- material provided by the accountant
- and publicly listed information of transfers, on the house.
- Personal knowledge

These activities raise serious concerns about financial misconduct, tax evasion, and breaches of regulatory obligations, *the Superannuation Industry (Supervision) Act 1993* (SIS Act)

- **Evidence of Round-Tripping and Tax Evasion**
  The bank statements reveal evidence of round-tripping, where funds have been transferred through multiple accounts to obscure their origin and destination. Key findings include:
- Garth has a bank account with Bendigo and Adelaide Bank, located in Victoria. This bank account has an identical bank account number **(BSB 633-109 Account 118052760)** to the Ultra Super Fund Bendigo bank account number and is most likely the "dumping ground" for Ultra Super Fund funds.
- Additional accounts, including CommSec and NAB accounts, have been identified as part of this scheme.
- Over 1,072 cheques have been written by Garth, with deposits, and withdrawals of the same or similar amounts by cheque or via transfer on the same, and or following days.
- Over $1 million in rental payments have been transferred in and withdrawn from the Ultra Super Fund Bendigo account and Ultra Super Fund Suncorp account

- Further, both the Ultra Super Fund Bendigo account and Ultra Super Fund Suncorp have had a significant about of funds deposited (cash, cheque and transfer), and withdrawals (estimated as $ millions), despite maintaining consistently low balances..

Suncorp Bank

Garth Osborne & Rhonda Knyvett
Account: Ultra Super fund BSB 484-799 Account 001422502
Status: opened 3 May 2007 – active

- 29 May 2024 Direct credit Commonwealth SEC – COMSEC Deposit into account $71,772.95
- 29, 30, 31 May 2024 and 1 June 2024 (Com bank)– Garth Osborne withdrawal by transfer $20,000 on four (4) occasions, and 19 September 2024 Garth transferred the money to National Australia Bank - BSB 084-209 Account 6221290776 titled as SUPER DRAW. This is the only instance referenced in ALL Suncorp statements from 2007 to date of a withdrawal titled as SUPER DRAW.
- Extensive systematic withdrawals by Garth Osborne to BSB 633-109 Acc 118052760 (BSB 633-109 Bendigo Bank Adelaide, BBL The Bendigo Centre)
- Extensive systematic cash deposits and withdrawals by Garth Osborne.
- 25 September 2024 Santos Dividend listed - $3037.71
- Credit or debit card attached to the account. Used at the post office to withdraw funds, bunnings and to make other payments (most recent 26 December 2024).
- AGL payment for unidentified property
- Urban Utilities payment unidentified properties
- ATO Tax return payments and Tax invoice – unconfirmed TFN or ABN
- QRO land tax payment - unidentified property
- Rental Tenancy Authority -bond payments associated with unidentified property.
- 2 July 2019 OSKO PAYMENTS commenced. Prior to 2 July 2019 concerns relating to validity of the funds classified as rental payments regarding transactions with 'Transfer of Credits', cash deposits and Direct credit. (Transfer of credit - payee and payer can be the same person)
- 20/03/24 received EFT Transfer from Bendigo Banks Fund $11,809.01

Bendigo Bank
Garth Osborne & Rhonda Knyvett
Account: Ultra Super Fund BSB 633 000 Account 118052760
Sandhurst Trustees Ltd ABN 16004 030737
Customer Number:12732426/X101
Status: opened 1 December 2004 – closed 30 March 2024 by Garth Osborne

- 1/12/2004 TO 1/5/2007 deposits (rent) HILGOLD PTY LTD
- **21/06/05 Cheque deposits 21/06/05 $21,000 $15,000**
- **5/7/2005 transfer to COMSEC (withdrawal) $44,449.08**
- 21/10/05 transfer to COMSEC (withdrawal) $8854.60
- 10/3/06 transfer to COMSEC (withdrawal) $12,552
- 15/03/06 transfer to COMSEC (withdrawal) $7871
- 1/07/2007 – 31/07/2007 NOTABLE STATEMENT COMMONWEALTH SEC DEPOSITS – 11 JULY – **$55,000 $51,000, $24,000, $55,000**
    - CHECK WITHDRAWALS **$50,000** 1/8/07 – 31/8/07
    - transfer to COMSEC (withdrawal) **$21,000 &**
    - **CHEQUE WITHDRAWAL $168,000**
- **6/4/09 COMM BANK DEPOSIT 45,506.28**
- **1/04/09 – 30/04/09 NOTABLE STATEMENT 14/04/09 transfer to COMSEC (withdrawal) $42,457.65**
- 1/06/2009 NOTABLE STATEMENT
    - **CHEQUE DEPOSIT $40,270, COMMONWALTH DEPSOIT $28,830, CHECK WITHDRAWALS $60,000, $12,000, $700**
- 8/10/09 transfer to COMSEC (withdrawal) $14,906
- 10/05/10 APPROX COMSEC WITHDRAWAL $12,000
- 13/07/10 APPROX COMSEC WITHDRAWAL $12,000
- **29/03/2011 CHEQUE WITHDRAWAL $160,000**
- 29/06/11 transfer to COMSEC (withdrawal) $13,321
- 6/7/11 transfer to COMSEC (withdrawal) $13,441
- 11/8/11 transfer to COMSEC (withdrawal) $6,881
- 27/05/2012 transfer to COMSEC (withdrawal) $20,563
- 1/05/2012 INWARD TELEGRAPHIC TRANSFER DEPOSIT- $$7,000
- 1/05/2012 transfer to COMSEC (withdrawal) $7,929
- 11/06/2013 CHEQUE WITHDRAWAL $20,000
- **16/10/2014 transfer to COMSEC (withdrawal) $45,943**
- 25/08/2015 transfer to COMSEC (withdrawal) $11,517
- 4/09/15 transfer to COMSEC (withdrawal)
- 1/03/16 – 31/03/16 NOTABLE STATEMENT – on 9/03/16 Acc balance was $1,668;15/03/16 Garth made a deposit titled as Ultra Super Fund of $5,000, making a cheque withdrawal on the same day (15/03/16) of $5,000. Regular pattern in both accounts.
- 18/11/18 Transfer credit from 34500587/V501 $300 (What is this account).
- 20/05/17 cheque withdrawal 686 $10,000
- 18/07/2018 cheque withdrawal $10,000
- 22/08/18 cheque 776 withdrawal $13000
- 19/03/2019 cheque 813 withdrawal $10,000
- 1/05/19 cheque 819 withdrawal $25,000
- 16/06/20 – cheque deposit $20,800
- 25/06/20 cheque withdrawal 899 (PETTY CASH) $1006.55
- 31/03/21 cheque deposit – Garth - $14,400
- 12/04/21 Cheque 938 withdrawal - $20,000
- 14/06/21 cheque 947 withdrawal 10,000
- 29/06/21 cheque deposit 15,000
- 16/09/21 cheque withdrawal 962 $12,000
- 22/03/22 OSKO PAYMENT COMPASS GLASS AND ALUM – CHURCH ROAD ZILLMERE 50% PAYM> 2522.85 withdrawal
- 1/6/22 cheque 992 withdrawal $10,000
- 5/8/22 DIRECT DEBIT COMMSEC SECURITY withdrawal **$67,816.51**
- 17/10/22 cheque 1004 withdrawal $10,000

- 2/5/23 cheque deposit $15,600
- 21/6/23 cheque deposit $15,000
- 26/06/23 cheque withdrawal 1035 $20,000
- 25/08/23 cheque withdrawal 1042 $22,476.54
- 17/11/23 cheque withdrawal 1057 $20,000
- 8/01/24 cheque withdrawal 1065 $10,020.80
- 5/03/24 cheque withdrawal 1072 $11,488.40
- 20/03/24 Account CLOSED & EFT credit transfer Bendigo Banks Fund $11,809.01 into Ultra Super fund Suncorp BSB 484-799 Account 001422502.

The information contained in the Bendigo Ultra Super Fund and Suncorp Ultra Super fund bank accounts provides evidence of round-tripping, and tax evasion, raising serious concerns about misuse of Ultra Super Fund assets.

Furthermore, there is evidence that property assets owned by Ultra Super Fund have had a deflated valuation reported, significantly less than current market values.

This was highlighted when Garth attempted to execute an illegal contract involving 158 Church Road Zillmere (1of the 7 properties identified as fund assets) wherein he attempted to sell the 50% Ultra Super Fund ownership of the property **under market value** to a related person(s)**,** Garth's his fiancé, Ann Anthonisz. The other 50% of 158 Church Road Zillmere is owned by Garth privately, thus also disclosing an **unlawful ownership structure.**

IDENTIFIED ULTRA SUPER FUND PROPOERTY ASSETS

Address	Details	Value	Evidence
158 Church Road Zillmere	Transferred into the SMSF in 26/07/2007	220,000	Publicly listed information
1/364 Zillmere Road Zillmere 4034	Transferred into the SMSF in 15/11/2002	90,000	Publicly listed information
2/364 Zillmere Road Zillmere 4034	Transferred into the SMSF in 15/11/2002	160,000	Publicly listed information
3/364 Zillmere Road Zillmere 4034	Transferred into the SMSF in 15/11/2002	70,000	Publicly listed information
4/364 Zillmere Road Zillmere 4034	Transferred into the SMSF in 15/11/2002	160,000	Publicly listed information
5/364 Zillmere Road Zillmere 4034	Transferred into the SMSF in 15/11/2002	70,000	Publicly listed information
6/364 Zillmere Road Zillmere 4034	Transferred into the SMSF in 2007	75,000	Publicly listed information
30 Whipbird Place Aspley Heights 4034	Sold	1,115 000	Publicly listed information

POTENTIAL ULTRA SUPER FUND PROPOERTY ASSETS

? Ridley Road, Bridgeman Downs			
30 Whipbird Place Aspley Heights 4034	Sold	1,115 000	Publicly listed information

David Wrangell, Accountant

The information in the Bendigo and Suncorp Ultra Super Fund bank accounts, held for over 20 years, alongside the concerning documentation provided by the Accountant (eg documentation that did not meet regulatory compliance standards, including unsigned, incomplete, handwritten notes, further highlights that Rhonda as a trustee, has been a victim of serious misconduct by Garth, and potentially David.

The available information suggests Garth has engaged in **fraudulent activities and significant tax evasion**. As power-of-attorney, I am now fully aware of these breaches and wish to discuss referral to the Australian Taxation Office. Given the gravity of the misconduct, including criminal implications, alternative dispute resolution is not appropriate. The ATO must investigate and take necessary enforcement actions to protect the integrity of the fund and ensure compliance with the law.

Accountant and Auditor Involvement
David Wrangell (the accountant) and Garth Osborne have had long-standing involvement, I note the low fees charged, and the material provided, provides evidence that David facilitated this tax evasion. Similarly, I hold serious concerns regarding the involvement of Laurie Carwardine, the auditor. The fund reportedly paid $230 per years in audit fees, which appear to be significantly lower than expected given the regulatory requirements associated with such audits, raising concerns about whether the audits were conducted in compliance with applicable regulations.

Misuse of ABNs and Business Registrations

By cross-referencing information contained in the bank statements, information provided by the accountant, the following ABNs have been linked to Garth:

1. ABN 43 960 865 910 Garth Wilfred Osborne
2. ABN 14 946 035 004 Garth W Osborne Physiotherapy
3. ABN 66 010 316 551 Degelyn Pty Ltd (former entity title Degelyn P L)
4. ABN 52856037840 Gregory R & Anna M Osborne (*former entity title OSBORNE GREGORY & ANNA MARIA, former entity title GREGORY M & ANNA R OSBORNE, former entity title GREGORY R & ANNA M OSBORNE*)
5. ABN 14 946 035 004 Garth A & Gail R Osborne (*former entity title GARTH A OSBORNE & GAIL R SANSOM*), and
6. numerous ABN's linked by trading names

The review identified a complex web of activities involving:

1. Businesses registered across multiple states, including Victoria, South Australia, New South Wales, ACT, and Queensland, with frequent changes to entity names
2. Numerous trading names linked to family partnerships and discretionary trusts.
3. Likely misuse of self-managed superannuation funds (SMSFs), where Garth, as trustee, appears to have used these funds as a mechanism for large-scale tax evasion.
4. Garth is likely is a trustee of multiple SMSFs, including with Ann Anthonisz

Implications
The evidence points to systemic financial misconduct, implicating Garth and potentially his accountant, auditor, and related parties.

Please advise of a convenient time to discuss the information provided above and necessary next steps.

Holly Dahm

EPA on behalf of Rhonda Knyvett

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Sunday, 12 January 2025 4:35 PM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: RE: Initial Review and Concerns Regarding Accountant's Records

Good afternoon Holly,

I refer to your emails received since Wednesday this week.

Please inform me if Garth responds tomorrow.

I would recommend my accountant Mr Matthew Muller of Hawkeye Financial. His email is matt@hawkeyefinancial.com.au. Please copy me into any email you send him.

The Will lists you as sole beneficiary and superannuation would be dealt with as part of the estate. A Will does not usually mention a Binding Nomination.

Please inform me how the entry to the property goes and inform me of any issues that arise.

I note your correspondence with Mr Wrangell. Has he responded at all? Please clarify the purpose for directing him to cease all activity as this direction would come from both trustees.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.
Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Wednesday, 8 January 2025 2:05 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Initial Review and Concerns Regarding Accountant's Records

Dear Stuart

I hope this message finds you well.

Please find attached the correspondence from the accountant concerning the financial years 2019, 2020, 2021, and 2023 I have forwarded this documentation to a forensic accounting expert for a detailed assessment.

Upon review, significant concerns have emerged regarding the quality and reliability of the provided records. Notably, some information appears handwritten and unsigned, which raises questions about the accuracy and integrity of the accounting practices. Additionally, it is apparent that the accountant has not yet supplied all requested information, although they may still submit further records before the due date of this Friday.

We are also awaiting Garth Osborne's information, which is due this coming Monday, the 13th. Following receipt of this and any additional information from the accountant, I would appreciate your advice on the appropriate next steps, taking into account both my contacts assessment and any further submissions.

To minimize stress, I will not be including Rhonda in these communications but will ensure she is kept informed of significant developments.

I look forward to your advice on the next steps.

Kind regards,

Holly

Subject: RE: MATTER 1 - Periodic Lease
Date: Sunday, 12 January 2025 at 9:25:57 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

Holly,

Thank you for your emails.

Garth is doubling down and ignoring your response.

I suggest I draft a letter to him in response to this email. Please confirm I may do so.

Has he specified what he will be reporting Rhonda to these various organisations **for**? Please instruct me where possible.

Thank you.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Sunday, 12 January 2025 9:07 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: MATTER 1 - Periodic Lease

Dear Stuart,

Please find attached the correspondence from Garth to Rhonda regarding the periodic lease, which is the only communication received on this matter. Garth appears to have attempted to justify the email by stating it was sent in error and that he wished to recall it. However, this seems to be an attempt to alter the record.

Kind regards

Holly

Subject: RE: Initial Review and Concerns Regarding Accountant's Records
Date: Sunday, 12 January 2025 at 4:36:03 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg

Good afternoon Holly,

I refer to your emails received since Wednesday this week.

Please inform me if Garth responds tomorrow.

I would recommend my accountant Mr Matthew Muller of Hawkeye Financial. His email is matt@hawkeyefinancial.com.au. Please copy me into any email you send him.

The Will lists you as sole beneficiary and superannuation would be dealt with as part of the estate. A Will does not usually mention a Binding Nomination.

Please inform me how the entry to the property goes and inform me of any issues that arise.

I note your correspondence with Mr Wrangell. Has he responded at all? Please clarify the purpose for directing him to cease all activity as this direction would come from both trustees.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Wednesday, 8 January 2025 2:05 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Initial Review and Concerns Regarding Accountant's Records

Dear Stuart

I hope this message finds you well.

Please find attached the correspondence from the accountant concerning the financial years 2019, 2020, 2021, and 2023 I have forwarded this documentation to a forensic accounting expert for a detailed assessment.

Upon review, significant concerns have emerged regarding the quality and reliability of the provided records. Notably, some information appears handwritten and unsigned, which raises questions about the accuracy and integrity of the accounting practices. Additionally, it is apparent that the accountant has not yet supplied all requested information, although they may still submit further records before the due date of this Friday.

We are also awaiting Garth Osborne's information, which is due this coming Monday, the 13th. Following receipt of this and any additional information from the accountant, I would appreciate your advice on the appropriate next steps, taking into account both my contacts assessment and any further submissions.

To minimize stress, I will not be including Rhonda in these communications but will ensure she is kept informed of significant developments.

I look forward to your advice on the next steps.

Kind regards,

Holly

Subject: RE: Notice of Entry - Form 9
Date: Thursday, 9 January 2025 at 4:40:43 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.png

Holly,

I just mistakenly responded to all recipients. I have sent a recall request. Even if they receive my email there should be no issue.

I will be in touch tomorrow.

Stuart

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Thursday, 9 January 2025 2:08 PM
To: go56@bigpond.com; ann.z.shopz@gmail.com
Subject: Notice of Entry - Form 9
Importance: High

Dear Garth Osborne & Ann Anthonisz

Please find attached the Form 9 Notice of Entry in accordance with the *Residential Tenancies and Rooming Accommodation Act 2008* (the RTRA Act).

This notice is being issued to inform you of an upcoming entry to the property located at 18 Magnetic Street Boondall 4034.

The notice provides the following important details

Date of entry: 17 January 2025

Time of entry: Between 12.00pm and 14:00pm

Reason for entry: Inspection & Installation of additional interconnected smoke alarms

Persons entering the property: Riki Dahm, authorised person, and Jai B, Electrician, Detector Inspector.

This notice is provided in full compliance with the relevant provision under the RTRA Act and will be executed within the specified timeframe and for the stated purposes.

I direct any correspondence in this matter be addressed to my solicitor, Mr Stuart Loudon at LOUDON LEGAL, email: stuart@loudonlegal.com.au

Regards,

Holly Dahm

Power of Attorney for Rhonda Knyvett

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 7 January 2025 2:11 PM
To: go56@bigpond.com <go56@bigpond.com>; ann.z.shopz@gmail.com <ann.z.shopz@gmail.com>
Cc: Honda.r@hotmail.com <honda.r@hotmail.com>
Subject: Response to Form 11 Submission – Refutation of Allegations and Notice of Blackmail

Dear Garth Osborne & Ann Anthonisz

I am writing in response to the Form 11 submitted on 31 December 2024, in which you allege that I have violated the provisions of the *Residential Tenancies and Rooming Accommodation Act 2008* (the "RTAA Act"), specifically regarding Sections 61, 62, and 246(a), and assert retaliatory action in contravention of Section 276A. I categorically refute these allegations, and I also wish to address the inappropriate and unlawful actions referenced in your email dated 30 December 2024.

You have provided no evidence for the assertions made in your Form 11. These assertions are without basis.

1. No Evidence of Breach of Sections 61 and 62:
Section 61(7)(b) explicitly states that this section does not apply to a periodic tenancy such as exists between us.

Your assertions in relation to sections 61 and 62 of the *RTRA Act 2008 (Qld)* are thus irrelevant, but otherwise without basis.

The notice to leave issued to you and Ann Anthonisz was fully compliant with the relevant provisions of the Act. There has been no failure on the part to meet the legislative requirements, nor any improper action taken that would trigger the application of these sections.

2. No Retaliatory Action in Violation of Section 276A:
The claim of retaliatory action under Section 276A is without foundation. For Section 276(a) to apply, it is required that:

- The tenant took action to enforce their rights (such as issuing a notice to remedy a breach, requesting repairs, or making a complaint to an authority), and

- The landlord, knowing of such actions, then issued a retaliatory notice, such as a notice to remedy breach or a notice to leave.

In this case, no such action has been taken by you or Ann Anthonisz that would justify the application of Section 276A. The notice to leave was issued for legitimate reasons unrelated to any enforcement of rights or complaints made by you.

3. No Breach of Section 246(a) or Other Relevant Legislation:
The allegation of a breach under Section 246(a) is equally without substance or merit. There is no evidence to suggest I issued the notice to leave or engaged in any action with the intent to intimidate, punish, or retaliate against you. The actions taken were in line with standard matters and unrelated to any protected activity under the RTAA Act.

4. Reference to Email Dated 30 December 2024:
In your email dated 31 December 2024, you requested that the notice to leave be set aside, and the tenancy period extended through to the end of September 2025. You further indicated that failure to comply with this request by 5:00 PM on 2 January 2025 would result in you reporting the matter to various government bodies.

This communication is a clear example of attempted coercion and constitutes blackmail. For the avoidance of doubt, blackmail is defined under Section 369 of the *Criminal Code Act 1899 (Qld)* as demanding actions with menaces, or threatening to expose information that could be detrimental to another party unless certain actions are taken. The penalties for blackmail are severe, with the offence punishable by imprisonment for up to 14 years. I hereby reject your demand in its entirety.

5. Response to Intimidation and Blackmail:
Your attempts to force my compliance with your wishes is unlawful and wholly unacceptable. I will not tolerate such intimidation, nor will I comply with illegal demands made by you. Should you and Ann continue to make such threats, I will not hesitate to take immediate legal action.

6. Request for Dismissal of Matter:
Given there is no evidence of a breach of the RTAA Act 2008, and the lack of legal basis for the claims made in the Form 11, I ask that you immediately give written notice that your Notice is withdrawn, and that you comply with the Notice To Leave issued to you and the timeframe stipulated therein. The notice to leave complied with statutory obligations, and there is no legitimate basis for further consideration of this matter. You cannot merely remain resident in my house on your own terms.

I am formally notifying you that the AGL account will be deactivated on 28 February 2025, the date specified for your departure. The Urban Utilities bill for the period leading up to your departure will be issued to you for payment.

Any further attempts at intimidation or blackmail by your or Ann will not be tolerated and will be pursued to the fullest extent of the law.

I direct that any further correspondence in this matter be addressed to my solicitor, Mr Stuart Loudon at LOUDON LEGAL, email: stuart@loudonlegal.com.au

Regards

Rhonda Knyvett

Issued by Holly Dahm
Power of Attorney for Rhonda Knyvett

From: rhonda knyvett <honda.r@hotmail.com>
Sent: Monday, 6 January 2025 4:41 PM
To: go56@bigpond.com <go56@bigpond.com>; ann.z.shopz@gmail.com <ann.z.shopz@gmail.com>
Subject: Provision of Ledger

Dear Garth Osborne and Ann Anthonisz

I am writing in response to your recent request for a ledger in accordance with Section 65 of the Residential Tenancies and Rooming Accommodation Act 2008.

As such, I hereby provide you with the requested ledger below.

Regards

Rhonda Knyvett

RENT LEDGER					
Property address: 18 Magnetic street Boondall					
Amount: $800 per fortnight (based on $400 per week)					
Periodic lessor names: Garth Osborne & Ann Anthonisz					
Property owner: Rhonda Knyvett					
Period		Amount		DATE PAID	Notes
		DUE	PAID		
28/02/2024	3/04/2024	NIL	$0.00	Nil	No payment for 4weeks & No b
3/04/2024	17/04/2024	800.00	$800.00	1/04/2024	
15/05/2024	29/05/2024	800.00	$800.00	13/05/2024	
29/05/2024	12/06/2024	800.00	$800.00	3/06/2024	
12/06/2024	17/07/2024	1,600.00	$1,600.00	14/06/2024	Paid 4 weeks
17/07/2024	31/07/2024	800.00	$800.00	15/07/2024	
31/07/2024	14/08/2024	800.00	$800.00	30/07/2024	
14/08/2024	28/08/2024	800.00	$800.00	9/08/2024	
28/08/2024	11/09/2024	800.00	$800.00	26/08/2024	
11/09/2024	25/09/2024	800.00	$800.00	9/09/2024	
25/09/2024	9/10/2024	800.00	$800.00	23/09/2024	
9/10/2025	23/10/2025	800.00	$800.00	8/10/2024	
23/10/2024	6/11/2024	800.00	$800.00	21/10/2024	
6/11/2024	20/11/2024	800.00	$800.00	4/11/2024	
20/11/2024	4/12/2024	800.00	$800.00	22/11/2024	
4/12/2024	18/12/2024	800.00	$800.00	2/12/2024	
18/12/2024	1/01/2025	800.00	$750.00	16/12/2024	amount recieved was $50 short
1/01/2024	15/01/2024	800.00	$850.00	31/12/2024	amount included the $50 missi
15/01/2024	29/01/2024	-			
29/01/2024	12/02/2024	-			
12/02/2024	26/02/2024	-			
26/02/2024	**28/02/2024 NOTICE TO LEAVE - END DATE OF PERIODIC LEASE**	-			

From: Garth Osborne <go56@bigpond.com>
Date: 30 December 2024 at 19:08:34 AEST
To: rhonda knyvett <honda.r@hotmail.com>
Subject: Re: Formal Request for Documentation

Rhonda,

I refute all of your alleged accusations you have presented in your email regarding me as simply being vexatious false and baseless.

Under the Residential Tenancies Act I am entitled to be provided a receipt of rent monies paid forthwith.
Also under Residential Tenancies Act I request you provide me with a ledger of rent monies paid throughout our tenancy.

We want your Notice to Vacate Form 12 to be set aside and for our tenancy period to be extended to the end of September 2025.
With your failure to set aside Notice to Leave along with not extending tenancy agreement period through to the end of September 2025 by end of business Thursday 2/01/2025 we intend reporting you to Centrelink, Brisbane City Council, Australian Taxation Office, Qld Government electricity rebate section.

Regarding these matters we want written confirmation of your actions.

I await your response,
.
GARTH OSBORNE & ANN ANTHONISZ

> On 30 Dec 2024, at 5:39 pm, rhonda knyvett <honda.r@hotmail.com> wrote:
>
> Dear Garth
>
> I write to formally address a number of matters concerning the Ultra Super Fund and your temporary residence at my property, including your inappropriate behaviour and actions in relation to both matters.
>
> On 23 December, you requested that I attend a meeting to sign documents related to the sale of 158 Church Road, Zillmere. During the course of this meeting, you presented a seller contract for the transfer of this asset to your partner, Ann Anthonize. I made it clear during that meeting, and I reiterate now, that I do

not consent to the sale of this property, or other undisclosed assets under management of the Fund.

I would like to formally draw attention to the fact that prior to this meeting you have consistently withheld all documentation and information pertaining to the Fund. Despite my repeated requests, I have yet to receive any documentation providing information about the Fund.

Your practice of presenting me with documents for signing without providing copies for review or allowing for a second opinion has been ongoing for many years. This approach is not only inappropriate but also places undue pressure on me to sign without sufficient time or understanding.

Additionally, I must address your behavior during the meeting on 23 December, where you exhibited aggression towards both myself and my support person. Despite my request for 30 minutes to review the material, you only allowed me three minutes before insisting that I make a decision. When I attempted to sit at the table to review the documents, you followed me over, stood over me, and also positioned yourself over my support person.

Your actions in standing so close, and making direct, aggressive gestures created an environment that felt both intimidating and threatening. This behavior left both myself and my support person feeling scared and uncomfortable. I want to make it clear that I will no longer tolerate such behaviour.

Moving forward, all communication with you, whether in person, via phone call, or text, will cease. From this point on, all communication will be conducted exclusively via email. This change is necessary due to the pattern of behavior over the years, which must now come to an end.

I acknowledge the rent payment I collected from you today, and going forward, I request that all rent payments for staying in my property be made directly to my bank account on a fortnightly basis, starting with the next payment due on 13/01/25.

Please find my bank account details below for your reference:

Account name: Rhonda Knyvett

BSB: 484-799

Account number: 039836080

I would like to bring to your attention the Form 12, issued in light of your repeated failure to acknowledge my requests for you to vacate the property, as well as your failure to indicate any intention to take action or leave.

The Form 12 was hand-delivered to you at the conclusion of our meeting on 23 December at Taigum and emailed to both you and Ann Anthonize at go56@bigpond.com and ann.z.shopz@gmail.com at approximately 1:00 PM on the same day. This form formally confirms that your final date at the property will be 28 February 2025.

This arrangement was initially intended to be a temporary, short-term solution, allowing you to stay in two rooms of my property for a few months following the sale of your own home, with the understanding that you would be purchasing a new one. Throughout this period, I have consistently offered flexibility, extending your stay as requested. However, despite repeatedly asking you to vacate the property, you have continuously resisted and failed to acknowledge these requests. Your approach has placed me in a position where I feel unable to assertively decline your requests, leading to a situation where I have felt compelled to acquiesce. This ongoing refusal to leave and lack of acknowledgment of my requests is untenable and must now come to an end.

To address the inappropriate withholding of information related to the Fund and the undue influence this has exerted on my ability to make informed decisions, I formally request that you provide the following documentation within 14 days:

Fund Governance and Documentation

* The fund's trust deed

* The fund's investment strategy, including records of regular reviews and any consideration of insurance for members

* All signed trustee declarations

* Records of trustees consenting to their appointment

* Records of any changes to fund members or trustees

Financial Statements and Reporting

* A statement of financial position recording the assets and liabilities of the fund as of the last financial year end.
* An operating statement detailing the profit or loss incurred by the fund for the relevant financial year.
* Member statements and other reports as required.
* The income tax return for the fund.

Asset Valuation (Annual Audit):

* The auditor's valuation for each asset held by the Fund, as part of the annual audit process

Once I have reviewed the information and sort advice I will determine the appropriate course of action. I intend to sever all involvement with the Fund and request that no further contact be made following the resolution of this matter.

Should you fail to provide the requested information within the specified 14-day period I will have no choice but to consider further action, including legal recourse.

I trust this matter will be addressed promptly.

Regards

Rhonda Knyvett

> On 23 Dec 2024, at 13:57, rhonda knyvett <honda.r@hotmail.com> wrote:
>
> Please find attached a PDF version of form 12 that I hand delivered to you at the Coffee Club Taigum at approximately 10am on the 23rd of December 2024.
>
> This form provides you greater than 2 months notice to vacate 18 Magnetic Street Boondall.
>
> As such, you are required to vacate the property by 28th of February 2025.

Subject: Recall: Notice of Entry - Form 9
Date: Thursday, 9 January 2025 at 4:38:22 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, go56@bigpond.com <go56@bigpond.com>, ann.z.shopz@gmail.com <ann.z.shopz@gmail.com>
Category: Louden Legal

Stuart Loudon would like to recall the message, "Notice of Entry - Form 9".

Subject: RE: Notice of Entry - Form 9
Date: Thursday, 9 January 2025 at 4:35:57 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, go56@bigpond.com <go56@bigpond.com>, ann.z.shopz@gmail.com <ann.z.shopz@gmail.com>
Category: Louden Legal
Attachments: image001.png

Thanks Holly,
I will respond to everything tomorrow.
Stuart

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Thursday, 9 January 2025 2:08 PM
To: go56@bigpond.com; ann.z.shopz@gmail.com
Subject: Notice of Entry - Form 9
Importance: High

Dear Garth Osborne & Ann Anthonisz

Please find attached the Form 9 Notice of Entry in accordance with the *Residential Tenancies and Rooming Accommodation Act 2008* (the RTRA Act).

This notice is being issued to inform you of an upcoming entry to the property located at 18 Magnetic Street Boondall 4034.

The notice provides the following important details

Date of entry: 17 January 2025

Time of entry: Between 12.00pm and 14:00pm

Reason for entry: Inspection & Installation of additional interconnected smoke alarms

Persons entering the property: Riki Dahm, authorised person, and Jai B, Electrician, Detector Inspector.

This notice is provided in full compliance with the relevant provision under the RTRA Act and will be executed within the specified timeframe and for the stated purposes.

I direct any correspondence in this matter be addressed to my solicitor, Mr Stuart Loudon at LOUDON LEGAL, email: stuart@loudonlegal.com.au

Regards,

Holly Dahm

Power of Attorney for Rhonda Knyvett

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 7 January 2025 2:11 PM
To: go56@bigpond.com <go56@bigpond.com>; ann.z.shopz@gmail.com <ann.z.shopz@gmail.com>
Cc: Honda.r@hotmail.com <honda.r@hotmail.com>
Subject: Response to Form 11 Submission – Refutation of Allegations and Notice of Blackmail

Dear Garth Osborne & Ann Anthonisz

I am writing in response to the Form 11 submitted on 31 December 2024, in which you allege that I have violated the provisions of the *Residential Tenancies and Rooming Accommodation Act 2008* (the "RTAA Act"), specifically regarding Sections 61, 62, and 246(a), and assert retaliatory action in contravention of Section 276A. I categorically refute these allegations, and I also wish to address the inappropriate and unlawful actions referenced in your email dated 30 December 2024.

You have provided no evidence for the assertions made in your Form 11. These assertions are without basis.

1. No Evidence of Breach of Sections 61 and 62:
Section 61(7)(b) explicitly states that this section does not apply to a periodic tenancy such as exists between us.

Your assertions in relation to sections 61 and 62 of the *RTRA Act 2008 (Qld)* are thus irrelevant, but otherwise without basis.

The notice to leave issued to you and Ann Anthonisz was fully compliant with the relevant provisions of the Act. There has been no failure on the part to meet the legislative requirements, nor any improper action taken that would trigger the application of these sections.

2. No Retaliatory Action in Violation of Section 276A:
The claim of retaliatory action under Section 276A is without foundation. For Section 276(a) to apply, it is required that:

- The tenant took action to enforce their rights (such as issuing a notice to remedy a breach, requesting repairs, or making a complaint to an authority), and

- The landlord, knowing of such actions, then issued a retaliatory notice, such as a notice to remedy breach or a notice to leave.

In this case, no such action has been taken by you or Ann Anthonisz that would justify the application of Section 276A. The notice to leave was issued for legitimate reasons unrelated to any enforcement of rights or complaints made by you.

3. No Breach of Section 246(a) or Other Relevant Legislation:
The allegation of a breach under Section 246(a) is equally without substance or merit. There is no evidence to suggest I issued the notice to leave or engaged in any action with the intent to intimidate, punish, or retaliate against you. The actions taken were in line with standard matters and unrelated to any protected activity under the RTAA Act.

4. Reference to Email Dated 30 December 2024:
In your email dated 31 December 2024, you requested that the notice to leave be set aside, and the tenancy period extended through to the end of September 2025. You further indicated that failure to comply with this request by 5:00 PM on 2 January 2025 would result in you reporting the matter to various government bodies.

This communication is a clear example of attempted coercion and constitutes blackmail. For the avoidance of doubt, blackmail is defined under Section 369 of the *Criminal Code Act 1899 (Qld)* as demanding actions with menaces, or threatening to expose information that could be detrimental to another party unless certain actions are taken. The penalties for blackmail are severe, with the offence punishable by imprisonment for up to 14 years. I hereby reject your demand in its entirety.

5. Response to Intimidation and Blackmail:
Your attempts to force my compliance with your wishes is unlawful and wholly unacceptable. I will not tolerate such intimidation, nor will I comply with illegal demands made by you. Should you and Ann continue to make such threats, I will not hesitate to take immediate legal action.

6. Request for Dismissal of Matter:
Given there is no evidence of a breach of the RTAA Act 2008, and the lack of legal basis for the claims made in the Form 11, I ask that you immediately give written notice that your Notice is withdrawn, and that you comply with the Notice To Leave issued to you and the timeframe stipulated therein. The notice to leave complied with statutory obligations, and there is no legitimate basis for further consideration of this matter. You cannot merely remain resident in my house on your own terms.

I am formally notifying you that the AGL account will be deactivated on 28 February 2025, the date specified for your departure. The Urban Utilities bill for the period leading up to your departure will be issued to you for payment.

Any further attempts at intimidation or blackmail by your or Ann will not be tolerated and will be pursued to the fullest extent of the law.

I direct that any further correspondence in this matter be addressed to my solicitor, Mr Stuart Loudon at LOUDON LEGAL, email: stuart@loudonlegal.com.au

Regards

Rhonda Knyvett

Issued by Holly Dahm
Power of Attorney for Rhonda Knyvett

From: rhonda knyvett <honda.r@hotmail.com>
Sent: Monday, 6 January 2025 4:41 PM
To: go56@bigpond.com <go56@bigpond.com>; ann.z.shopz@gmail.com <ann.z.shopz@gmail.com>
Subject: Provision of Ledger

Dear Garth Osborne and Ann Anthonisz

I am writing in response to your recent request for a ledger in accordance with Section 65 of the Residential Tenancies and Rooming Accommodation Act 2008.

As such, I hereby provide you with the requested ledger below.

Regards

Rhonda Knyvett

RENT LEDGER					
Property address: 18 Magnetic street Boondall					
Amount: $800 per fortnight (based on $400 per week)					
Periodic lessor names: Garth Osborne & Ann Anthonisz					
Property owner: Rhonda Knyvett					
Period		Amount		DATE PAID	Notes
		DUE	PAID		
28/02/2024	3/04/2024	NIL	$0.00	Nil	No payment for 4weeks & No b
3/04/2024	17/04/2024	800.00	$800.00	1/04/2024	
15/05/2024	29/05/2024	800.00	$800.00	13/05/2024	
29/05/2024	12/06/2024	800.00	$800.00	3/06/2024	
12/06/2024	17/07/2024	1,600.00	$1,600.00	14/06/2024	Paid 4 weeks
17/07/2024	31/07/2024	800.00	$800.00	15/07/2024	
31/07/2024	14/08/2024	800.00	$800.00	30/07/2024	
14/08/2024	28/08/2024	800.00	$800.00	9/08/2024	
28/08/2024	11/09/2024	800.00	$800.00	26/08/2024	
11/09/2024	25/09/2024	800.00	$800.00	9/09/2024	
25/09/2024	9/10/2024	800.00	$800.00	23/09/2024	
9/10/2025	23/10/2025	800.00	$800.00	8/10/2024	
23/10/2024	6/11/2024	800.00	$800.00	21/10/2024	
6/11/2024	20/11/2024	800.00	$800.00	4/11/2024	
20/11/2024	4/12/2024	800.00	$800.00	22/11/2024	
4/12/2024	18/12/2024	800.00	$800.00	2/12/2024	
18/12/2024	1/01/2025	800.00	$750.00	16/12/2024	amount recieved was $50 short
1/01/2024	15/01/2024	800.00	$850.00	31/12/2024	amount included the $50 missi
15/01/2024	29/01/2024	-			
29/01/2024	12/02/2024	-			
12/02/2024	26/02/2024	-			
26/02/2024	**28/02/2024 NOTICE TO LEAVE - END DATE OF PERIODIC LEASE**	-			

From: Garth Osborne <go56@bigpond.com>
Date: 30 December 2024 at 19:08:34 AEST
To: rhonda knyvett <honda.r@hotmail.com>
Subject: Re: Formal Request for Documentation

Rhonda,

I refute all of your alleged accusations you have presented in your email regarding me as simply being vexatious false and baseless.

Under the Residential Tenancies Act I am entitled to be provided a receipt of rent monies paid forthwith.
Also under Residential Tenancies Act I request you provide me with a ledger of rent monies paid throughout our tenancy.

We want your Notice to Vacate Form 12 to be set aside and for our tenancy period to be extended to the end of September 2025.
With your failure to set aside Notice to Leave along with not extending tenancy agreement period through to the end of September 2025 by end of business Thursday 2/01/2025 we intend reporting you to Centrelink, Brisbane City Council, Australian Taxation Office, Qld Government electricity rebate section.

Regarding these matters we want written confirmation of your actions.

I await your response,
.
GARTH OSBORNE & ANN ANTHONISZ

> On 30 Dec 2024, at 5:39 pm, rhonda knyvett <honda.r@hotmail.com> wrote:
>
> Dear Garth
>
> I write to formally address a number of matters concerning the Ultra Super Fund and your temporary residence at my property, including your inappropriate behaviour and actions in relation to both matters.
>
> On 23 December, you requested that I attend a meeting to sign documents related to the sale of 158 Church Road, Zillmere. During the course of this meeting, you presented a seller contract for the transfer of this asset to your partner, Ann Anthonize. I made it clear during that meeting, and I reiterate now, that I do

not consent to the sale of this property, or other undisclosed assets under management of the Fund.

I would like to formally draw attention to the fact that prior to this meeting you have consistently withheld all documentation and information pertaining to the Fund. Despite my repeated requests, I have yet to receive any documentation providing information about the Fund.

Your practice of presenting me with documents for signing without providing copies for review or allowing for a second opinion has been ongoing for many years. This approach is not only inappropriate but also places undue pressure on me to sign without sufficient time or understanding.

Additionally, I must address your behavior during the meeting on 23 December, where you exhibited aggression towards both myself and my support person. Despite my request for 30 minutes to review the material, you only allowed me three minutes before insisting that I make a decision. When I attempted to sit at the table to review the documents, you followed me over, stood over me, and also positioned yourself over my support person.

Your actions in standing so close, and making direct, aggressive gestures created an environment that felt both intimidating and threatening. This behavior left both myself and my support person feeling scared and uncomfortable. I want to make it clear that I will no longer tolerate such behaviour.

Moving forward, all communication with you, whether in person, via phone call, or text, will cease. From this point on, all communication will be conducted exclusively via email. This change is necessary due to the pattern of behavior over the years, which must now come to an end.

I acknowledge the rent payment I collected from you today, and going forward, I request that all rent payments for staying in my property be made directly to my bank account on a fortnightly basis, starting with the next payment due on 13/01/25.

Please find my bank account details below for your reference:

Account name: Rhonda Knyvett

BSB: 484-799

Account number: 039836080

I would like to bring to your attention the Form 12, issued in light of your repeated failure to acknowledge my requests for you to vacate the property, as well as your failure to indicate any intention to take action or leave.

The Form 12 was hand-delivered to you at the conclusion of our meeting on 23 December at Taigum and emailed to both you and Ann Anthonize at go56@bigpond.com and ann.z.shopz@gmail.com at approximately 1:00 PM on the same day. This form formally confirms that your final date at the property will be 28 February 2025.

This arrangement was initially intended to be a temporary, short-term solution, allowing you to stay in two rooms of my property for a few months following the sale of your own home, with the understanding that you would be purchasing a new one. Throughout this period, I have consistently offered flexibility, extending your stay as requested. However, despite repeatedly asking you to vacate the property, you have continuously resisted and failed to acknowledge these requests. Your approach has placed me in a position where I feel unable to assertively decline your requests, leading to a situation where I have felt compelled to acquiesce. This ongoing refusal to leave and lack of acknowledgment of my requests is untenable and must now come to an end.

To address the inappropriate withholding of information related to the Fund and the undue influence this has exerted on my ability to make informed decisions, I formally request that you provide the following documentation within 14 days:

Fund Governance and Documentation

* The fund's trust deed

* The fund's investment strategy, including records of regular reviews and any consideration of insurance for members

* All signed trustee declarations

* Records of trustees consenting to their appointment

* Records of any changes to fund members or trustees

Financial Statements and Reporting

* A statement of financial position recording the assets and liabilities of the fund as of the last financial year end.
* An operating statement detailing the profit or loss incurred by the fund for the relevant financial year.
* Member statements and other reports as required.
* The income tax return for the fund.

Asset Valuation (Annual Audit):

* The auditor's valuation for each asset held by the Fund, as part of the annual audit process

Once I have reviewed the information and sort advice I will determine the appropriate course of action. I intend to sever all involvement with the Fund and request that no further contact be made following the resolution of this matter.

Should you fail to provide the requested information within the specified 14-day period I will have no choice but to consider further action, including legal recourse.

I trust this matter will be addressed promptly.

Regards

Rhonda Knyvett

> On 23 Dec 2024, at 13:57, rhonda knyvett <honda.r@hotmail.com> wrote:
>
> Please find attached a PDF version of form 12 that I hand delivered to you at the Coffee Club Taigum at approximately 10am on the 23rd of December 2024.
>
> This form provides you greater than 2 months notice to vacate 18 Magnetic Street Boondall.
>
> As such, you are required to vacate the property by 28th of February 2025.

Subject: RE: Enduring Power of Attorney (EPA) of Rhonda Knyvett
Date: Wednesday, 8 January 2025 at 11:15:24 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Honda.r@hotmail.com <honda.r@hotmail.com>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.png

Holly,

Noted and I have received your Mum's confirmation.

Stuart

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Wednesday, 8 January 2025 11:12 AM
To: Honda.r@hotmail.com
Cc: Stuart Loudon <Stuart@loudonlegal.com.au>; Riki Dahm <rikidahm84@gmail.com>
Subject: Enduring Power of Attorney (EPA) of Rhonda Knyvett

Dear Rhonda (Mum)
I trust this message finds you well. Please find attached the Enduring Power of Attorney (EPA) document, dated 8 January 2025.

This email serves to formally notify you that, pursuant to the terms of the EPA, I will commence exercising the powers granted to me under the document, effective immediately. Accordingly, I will be making decisions on your behalf and acting in both personal (including health-related matters) and financial matters as stipulated within the EPA.

Should you have any queries or require further clarification, please do not hesitate to contact me.

Kind regards,
Holly Dahm

0401219842

From: Cailen Mole <Cailen@lifelegacylegal.com.au>
Sent: Wednesday, 8 January 2025 10:44 AM
To: hollyteganosborne@hotmail.com <hollyteganosborne@hotmail.com>
Subject: EPA of Rhonda Knyvett

Please see attached as requested.

Kind regards
Cailen Mole | Reception and Admin Coordinator

T (07) 3521 9090
E cailen@lifelegacylegal.com.au
A 8 Fourth Avenue, Sandgate, Queensland



Virus protection procedures are in place at Life Legacy Legal, but we do not warrant this email is virus free and recommend the recipient undertakes their own virus detection measures. The information contained in this email communication is strictly confidential and may be subject to legal professional privilege. If you have received this email by mistake, you must inform us immediately by return email, delete the email, not disclose or use any of the information, and destroy any hard copy.

Bank account details: For your protection and to reduce the risk of fraudulent transactions, we will verify your bank account details by phone before transferring funds to you. We also recommend you contact our office to verify our bank account details before making a deposit. If you receive an email advising of any changes to bank account details, please contact our office immediately.

Liability limited by a scheme approved under professional standards legislation.
Life Legacy Legal Pty Ltd ABN 16 675 464 114

Subject: RE: Matters Enduring Power of Attorney
Date: Tuesday, 7 January 2025 at 1:28:51 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Honda.r@hotmail.com <honda.r@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Hi Holly,

That is fine.

Thank you,
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.
Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 7 January 2025 1:26 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Honda.r@hotmail.com
Subject: Re: Matters Enduring Power of Attorney
Importance: High

Hello Stuart

Unless you object, I will issue this response from my email, and in my name as I have enduring power of attorney. I will include Rhonda in cc. I will email you the ensuring power of attorney document tomorrow.

Holly

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Tuesday, 7 January 2025 1:00 PM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: RE: Matters

Holly,

I have confirmed the situation for a periodic lease. You have given more than the required notice. Please see my suggested amendments below.

On further consideration, to hopefully bring the matter to closure more promptly, I suggest you consider stating in the letter "I direct that any further correspondence in this matter be addressed to my solicitor, Mr Stuart Loudon at LOUDON LEGAL, email: stuart@loudonlegal.com.au

Please see below in red

Stuart.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 7 January 2025 11:54 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Matters
Importance: High

Hello Stuart

For simplicity purposes please find below responses to your emails and actions required.

Matter 1 - Periodic Lease
The Ledger has been issued, this item will not require a response.

- I will need to issue the response to the **notice to remedy breach** (Form 11) (attached) submitted by Garth Osborne and Ann Anthonisz before **COB today.** Please advise once you have reviewed the draft provided **below**.
- Should Garth and Ann not vacate the property by **28 February**, I will need to lodge an application with QCAT within **14 days** to seek an eviction warrant.

Matter 2
SMSF

- David Wrangell's (the accountant) response is due **COB Friday 10 January.**
- Garth Osborne's response is due **COB Monday 13 January.**
- **Please note information obtained by undertaking a desktop review of both SMSF bank accounts will be provided shortly.**

7/1 - 11.00am

- I confirm the advice provided and I will action in accordance with your recommended timeframes for entry. Please note the Notice of Entry for the installation of smoke alarms provided on the RTA form is 24 hours.
- Please find **attached** the text message exchange.

7/1 - 11:004am

- 11.04am - Please find **attached** Rhonda Knyvett's current Will. Should a Binding Death nomination be required, please assist.
- Please confirm the advice we should seek from the Accountant, as I mentioned I have a close friend assisting who is an Accountant.

PROPOSED DRAFT EMAIL - FORM 11 NOTICE OF BREACH

Subject: Response to Form 11 Submission – Refutation of Allegations and Notice of Blackmail

Dear Garth,

I am writing in response to the Form 11 submitted on 31 December 2024, in which you allege that the I have violated the provisions of the Residential Tenancies and Rooming Accommodation Act 2008 (the "RTAA Act"), specifically regarding Sections 61, 62, and 246(a), and assert retaliatory action in contravention of Section 276A. I categorically refute these allegations, and I also wish to address the inappropriate and unlawful actions referenced in your email dated 30 December 2024.

You have provided no evidence for the assertions made in your Form 11. These assertions are without basis.

1. No Evidence of Breach of Sections 61 and 62:

Section 61(7)(b) explicitly states that this section does not apply to a periodic tenancy such as exists between us.
Your assertions in relation to sections 61 and 62 of the *RTRA Act 2008 (Qld)* are thus irrelevant, but otherwise without basis.
The notice to leave issued to you and Ann Anthonisz was fully compliant with the relevant provisions of the Act. There has been no failure on the part to meet the legislative requirements, nor any improper action taken that would trigger the application of these sections.

2. No Retaliatory Action in Violation of Section 276A:

The claim of retaliatory action under Section 276A is without foundation. For Section 276(a) to apply, it is required that:

• The tenant took action to enforce their rights (such as issuing a notice to remedy a breach, requesting repairs, or making a complaint to an authority), and

• The landlord, knowing of such actions, then issued a retaliatory notice, such as a notice to remedy breach or a notice to leave.

In this case, no such action has been taken by you or Ann Anthonisz that would justify the application of Section 276A. The notice to leave was issued for legitimate reasons unrelated to any enforcement of rights or complaints made by you.

3. No Breach of Section 246(a) or Other Relevant Legislation:

The allegation of a breach under Section 246(a) is equally without substance or merit. There is no evidence to suggest I issued the notice to leave or engaged in any action with the intent to intimidate, punish, or retaliate against you. The actions taken were in line with standard matters and unrelated to any protected activity under the RTAA Act.

4. Reference to Email Dated 30 December 2024:

In your email dated 31 December 2024, you requested that the notice to leave be set aside, and the tenancy period extended through to the end of September 2025. You further indicated that failure to comply with this request by 5:00 PM on 2 January 2025 would result in you reporting the matter to various government bodies.

This communication is a clear example of attempted coercion and constitutes blackmail. For the avoidance of doubt, blackmail is defined under Section 369 of the *Criminal Code Act 1899 (Qld)* as demanding actions with menaces, or threatening to expose information that could be detrimental to another party unless certain actions are taken. The penalties for blackmail are severe, with the offence punishable by imprisonment for up to 14 years. I hereby reject your demand in its entirety.

5. Response to Intimidation and Blackmail:

Your attempts to force my compliance with your wishes is unlawful and wholly unacceptable. I will not tolerate such intimidation, nor will I comply with illegal demands made by you. Should you and Ann continue to make such threats, I will not hesitate to take immediate legal action.

6. Request for Dismissal of Matter:

Given there is no evidence of a breach of the RTAA Act 2008, and the lack of legal basis for the claims made in the Form 11, I ask that you immediately give written notice that your Notice is withdrawn, and that you comply with the Notice To Leave issued to you and the timeframe stipulated therein. The notice to leave complied with statutory obligations, and there is no legitimate basis for further consideration of this matter. You cannot merely remain resident in my house on your own terms.

(INSERT ANY CLAIMS FOR ADDITIONAL MONIES OWED, AND MENTION THAT THE POWER WILL BE TURNED OFF ON THE DATE THEY HAVE BEEN GIVEN TO LEAVE

and that they are to pay the final bill when it is received following disconnection.)

Any further attempts at intimidation or blackmail by your or Ann will not be tolerated and will be pursued to the fullest extent of the law.

I await your prompt reply.

Kind regards,

Subject: RE: Matters Enduring Power of Attorney
Date: Tuesday, 7 January 2025 at 1:28:49 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Honda.r@hotmail.com <honda.r@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg

Hi Holly,

That is fine.

Thank you,
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.
Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
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- **Please note information obtained by undertaking a desktop review of both SMSF bank accounts will be provided shortly.**

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1. No Evidence of Breach of Sections 61 and 62:

Section 61(7)(b) explicitly states that this section does not apply to a periodic tenancy such as exists between us.
Your assertions in relation to sections 61 and 62 of the *RTRA Act 2008 (Qld)* are thus irrelevant, but otherwise without basis.
The notice to leave issued to you and Ann Anthonisz was fully compliant with the relevant provisions of the Act. There has been no failure on the part to meet the legislative requirements, nor any improper action taken that would trigger the application of these sections.

2. No Retaliatory Action in Violation of Section 276A:

The claim of retaliatory action under Section 276A is without foundation. For Section 276(a) to apply, it is required that:

• The tenant took action to enforce their rights (such as issuing a notice to remedy a breach, requesting repairs, or making a complaint to an authority), and

• The landlord, knowing of such actions, then issued a retaliatory notice, such as a notice to remedy breach or a notice to leave.

In this case, no such action has been taken by you or Ann Anthonisz that would justify the application of Section 276A. The notice to leave was issued for legitimate reasons unrelated to any enforcement of rights or complaints made by you.

3. No Breach of Section 246(a) or Other Relevant Legislation:

The allegation of a breach under Section 246(a) is equally without substance or merit. There is no evidence to suggest I issued the notice to leave or engaged in any action with the intent to intimidate, punish, or retaliate against you. The actions taken were in line with standard matters and unrelated to any protected activity under the RTAA Act.

4. Reference to Email Dated 30 December 2024:

In your email dated 31 December 2024, you requested that the notice to leave be set aside, and the tenancy period extended through to the end of September 2025. You further indicated that failure to comply with this request by 5:00 PM on 2 January 2025 would result in you reporting the matter to various government bodies.

This communication is a clear example of attempted coercion and constitutes blackmail. For the avoidance of doubt, blackmail is defined under Section 369 of the *Criminal Code Act 1899 (Qld)* as demanding actions with menaces, or threatening to expose information that could be detrimental to another party unless certain actions are taken. The penalties for blackmail are severe, with the offence punishable by imprisonment for up to 14 years. I hereby reject your demand in its entirety.

5. Response to Intimidation and Blackmail:

Your attempts to force my compliance with your wishes is unlawful and wholly unacceptable. I will not tolerate such intimidation, nor will I comply with illegal demands made by you. Should you and Ann continue to make such threats, I will not hesitate to take immediate legal action.

6. Request for Dismissal of Matter:

Given there is no evidence of a breach of the RTAA Act 2008, and the lack of legal basis for the claims made in the Form 11, I ask that you immediately give written notice that your Notice is withdrawn, and that you comply with the Notice To Leave issued to you and the timeframe stipulated therein. The notice to leave complied with statutory obligations, and there is no legitimate basis for further consideration of this matter. You cannot merely remain resident in my house on your own terms.

(INSERT ANY CLAIMS FOR ADDITIONAL MONIES OWED, AND MENTION THAT THE POWER WILL BE TURNED OFF ON THE DATE THEY HAVE BEEN GIVEN TO LEAVE

and that they are to pay the final bill when it is received following disconnection.)

Any further attempts at intimidation or blackmail by your or Ann will not be tolerated and will be pursued to the fullest extent of the law.

I await your prompt reply.

Kind regards,

Subject: RE: MATTER 2 - Accountant response to request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089
Date: Tuesday, 7 January 2025 at 11:05:34 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg, image002.png

Holly,

I was only going to say what Tayla has already conveyed to you.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.
Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Monday, 6 January 2025 12:32 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: MATTER 2 - Accountant response to request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089

Dear Stuart,
It looks as though the second part of your email sent at 11.20am is missing content relating to Tayla.

Kind regards,
Holly

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Monday, 6 January 2025 11:20 AM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Honda.r@hotmail.com <honda.r@hotmail.com>; Riki Dahm <rikidahm84@gmail.com>
Subject: RE: MATTER 2 - Accountant response to request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089

Holly,

I have no concerns with your proposed response. I would amend the email to clarify that you are seeking the documents stated in your previous email. I am concerned that he has not acknowledged the scope of your previous enquiry so I would suggest you emphasise it in this email.

I spoke with Tayla Kilkeary this morning and

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
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sccay that reiterate the point

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Monday, 6 January 2025 11:09 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Honda.r@hotmail.com; Riki Dahm <rikidahm84@gmail.com>
Subject: MATTER 2 - Accountant response to request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089
Importance: High

Dear Stuart,

In terms of the next steps, unless you hold objection, I would like to proceed with issuing the below email in response to the Accountant. Please advise of if you suggest further detail included.

Dear Mr Wrangell
As no information or documentation has been provided in the past by the fellow trustee, I require that all requested materials be provided within the requested timeframe, irrespective of any outstanding items. This is essential to ensure compliance and to move forward with the necessary processes.
Given the questionable conduct of the fellow trustee, I also request that you immediately provide all information that has been submitted by Garth Osborne relevant to the 2024 financial year, including a detailed list of any outstanding items from Garth, specifying what remains pending. These items should be prioritised and provided without further delay.

I appreciate your prompt and full cooperation in this matter.

Kind regards,

From: rhonda knyvett <honda.r@hotmail.com>
Sent: Monday, 6 January 2025 10:17 AM
To: holly tegan <Hollyteganosborne@hotmail.com>
Subject: Fwd: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089

Sent from my iPhone

Begin forwarded message:

> **From:** David Wrangell <david@prctax.com.au>
> **Date:** 6 January 2025 at 09:48:34 AEST
> **To:** honda.r@hotmail.com
> **Subject: FW: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089**
>
> Hi Rhonda
>
> I just about have the 2024 SMSF tax return completed.
> Just waiting on a few items from Garth.
>
> Can I send the information once I have the 2024 tax return done?
> That way you have the most current numbers.
>
> Regards
>
> David Wrangell
> Accountant & Registered Tax Agents
> Pine Rivers Consulting
> PO Box 54 / 14 Mecklem Street
> STRATHPINE QLD 4500
> P: (07) 3205 2881
> Email: david@prctax.com.au
>
> Like our facebook page to get up to date Tax Information

From: PRCAdmin <prcadmin@prctax.com.au>
Sent: Monday, 6 January 2025 9:45 AM
To: David Wrangell <david@prctax.com.au>
Subject: FW: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089

From: rhonda knyvett <honda.r@hotmail.com>
Sent: Friday, 3 January 2025 4:01 PM

To: PRCAdmin <prcadmin@prctax.com.au>
Cc: tegan holly <Hollyteganosborne@hotmail.com>
Subject: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089

Dear Mr. David J. Wrangell,

I trust this message finds you well.
As a trustee of the Ultra Super Fund ABN 41 873 921 089, alongside Mr. Garth Wilfred Osborne, I am both a trustee and a client of your services, in the same capacity as Mr. Osborne.

Accordingly, pursuant to my rights and obligations as a trustee and client, I am entitled to request and receive the documentation and records outlined below.

The documents requested have not been previously provided and have been withheld by Trustee Garth Osborne. As such, I formally request the following documentation and records relating to the Fund's management and compliance:

In relation to the annual audit of the Fund:
1. *Details of the auditor appointed to audit the SMSF, including all documentation provided to the auditor for the preparation of the SMSF Annual Return (SAR) and associated financial statements.*

For the previous 5 years:
1. *Accounting records detailing all transactions and the financial position of the SMSF.*
2. *Documentation evidencing decisions made regarding benefit payments (whether pension, lump sum, or a combination) and the accounts from which such payments were made.*
3. *Annual operating statements and statements reflecting the SMSF's financial position.*
4. *Copies of all SMSF annual returns lodged with the ATO.*
5. *Copies of transfer balance account reports submitted to the ATO.*
6. *Any other statements or documentation lodged with the ATO or provided to other superannuation funds as required.*

For the previous 10 years:
1. *Minutes of trustee meetings, including all decisions made.*
2. *Records documenting all trustee changes.*
3. *Trustee declarations acknowledging the obligations and responsibilities of any trustee or director of a corporate trustee appointed after 30 June 2007.*
4. *Written consents from members to be appointed as trustees.*
5. *Copies of all reports provided to members.*
6. *Documented decisions pertaining to asset management and acquisitions.*

Additional Records:
1. *Income tax records, including those related to deductions, capital gains, and losses.*
2. *Records of early access to superannuation, including evidence that the member met the relevant condition of release.*
3. *Documentation regarding concerns or issues related to early access to superannuation.*
4. *Asset valuation records for the purpose of the Fund's annual audit, in accordance with the Fund's compliance obligations.*

As you are aware, trustees are legally obligated to ensure that all SMSF assets are valued at market value annually, and these valuations must be accurately reflected in the Fund's accounts, statements, and annual returns. It is therefore essential that the requested information be provided promptly.

*I request that the above documents be supplied within **seven (7) days** of the date of this email.*

Thank you for your immediate attention to this matter.

Regards,

Rhonda Knyvett
Trustee, Ultra Super Fund
Sent from my iPhone

Subject: RE: MATTER 2 - SMSF - Superannuation & Will
Date: Tuesday, 7 January 2025 at 11:04:47 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Honda.r@hotmail.com <honda.r@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image001.jpg, image002.png

Holly,

I have no issue with Mr Thompson's advice except if your father is listed as a beneficiary the Will should be amended as soon as possible.

A Binding Death nomination can be easily arranged. We can assist.

I have an accountant I know and trust that I could refer your Mum to. He is my accountant and is great at giving clear advice and ensuring everything necessary is addressed.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Monday, 6 January 2025 10:47 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Honda.r@hotmail.com; Riki Dahm <rikidahm84@gmail.com>
Subject: MATTER 2 - SMSF - Superannuation & Will

Dear Stuart,

Mr Simon Thompson, Senior Associate, Gill & Lane provided the following response regarding an update to Rhonda's Will.

From: Simon Thompson <Simon@lifelegacylegal.com.au>
Sent: Monday, 6 January 2025 10:17 AM
To: Holly Osborne <hollyteganosborne@hotmail.com>; honda.r@hotmail.com <honda.r@hotmail.com>
Cc: rikidahm84@gmail.com <rikidahm84@gmail.com>; Tammy Graham-Slater <Tammy@lifelegacylegal.com.au>
Subject: RE: My Urgent: Will revision

Dear Holly and Rhonda,

Thanks for your emails, Holly.

I note from the email I received on Sunday 5 January at 4:48pm that you have engaged Stuart Loudon of Loudon Legal to provide advice regarding the SMSF.

Regarding Rhonda's Will, superannuation is not an asset that generally forms part of a person's estate which can be dealt with by their Will. Generally speaking, in order for a person's superannuation entitlements to form part of their estate:

- there would need to be a binding nomination in place, which directs the person's superannuation entitlements to their legal personal representative (that is, the executor of their estate);
- the trustee of the superannuation fund would need to make a decision to pay the person's superannuation entitlements to their legal personal representative; or
- the superannuation fund trust deed provisions would need to direct the deceased member's entitlements to their legal personal representative (which is sometimes the case, if there is no binding nomination in place).

In the circumstances, noting that you don't have a copy of the current superannuation fund deed or member statements, it is not possible to say with any certainty how Rhonda's superannuation entitlements will be paid, on her death, or what the value of those entitlements may be.

However, Rhonda's Will contains a statement directing her superannuation benefits (to the extent that they form part of her estate) to be paid in accordance with clause 5 of her Will (which deals with the "balance" of her estate). The Will also contains a request that Rhonda's executors and the trustee of relevant superannuation fund/s cooperate with each other to ensure that her superannuation benefits are paid in accordance with the intent of the Will. That clause is non-binding however, because the Will cannot direct the trustee of a superannuation fund to act in a certain way.

In light of the above, I consider that any update to Rhonda's Will at this time would be premature. Once more information is known about Rhonda's superannuation entitlements, an update may be required. More importantly, in my view, Rhonda should seek to make a binding death benefit nomination at the earliest possible opportunity – I suggest you seek advice from Stuart Loudon about this. In due course, it may be prudent for Rhonda to roll her entitlements in the SMSF out and into another fund – however, I would only recommend that Rhonda do this after seeking advice about the taxation and financial consequences of doing so, as well as the legal process involved in light of the assets held in the SMSF. I expect that Stuart Loudon may be able to assist with that, or refer Rhonda to other appropriate professional advisors as necessary.

Kind regards

Simon Thompson | Senior Associate

T (07) 3521 9090
E simon@lifelegacylegal.com.au
A Level 6, 217 George Street, Brisbane City



Subject: RE: MATTER 2 - Accountant response to request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089
Date: Monday, 6 January 2025 at 11:21:03 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
CC: Honda.r@hotmail.com <honda.r@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>
Category: Louden Legal
Attachments: image002.jpg, image003.png

Holly,

I have no concerns with your proposed response. I would amend the email to clarify that you are seeking the documents stated in your previous email. I am concerned that he has not acknowledged the scope of your previous enquiry so I would suggest you emphasise it in this email.

I spoke with Tayla Kilkeary this morning and

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

sccay that reiterate the point

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Monday, 6 January 2025 11:09 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Honda.r@hotmail.com; Riki Dahm <rikidahm84@gmail.com>
Subject: MATTER 2 - Accountant response to request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089
Importance: High

Dear Stuart,

In terms of the next steps, unless you hold objection, I would like to proceed with issuing the below email in response to the Accountant. Please advise of if you suggest further detail included.

Dear Mr Wrangell
As no information or documentation has been provided in the past by the fellow trustee, I require that all requested materials be provided within the requested timeframe, irrespective of any outstanding items. This is essential to ensure compliance and to move forward with the necessary processes.
Given the questionable conduct of the fellow trustee, I also request that you immediately provide all information that has been submitted by Garth Osborne relevant to the 2024 financial year, including a detailed list of any outstanding items from Garth, specifying what remains pending. These items should be prioritised and provided without further delay.

I appreciate your prompt and full cooperation in this matter.

Kind regards,

From: rhonda knyvett <honda.r@hotmail.com>
Sent: Monday, 6 January 2025 10:17 AM
To: holly tegan <Hollyteganosborne@hotmail.com>
Subject: Fwd: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089

Sent from my iPhone

Begin forwarded message:

From: David Wrangell <david@prctax.com.au>
Date: 6 January 2025 at 09:48:34 AEST
To: honda.r@hotmail.com
Subject: FW: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089

Hi Rhonda

I just about have the 2024 SMSF tax return completed.
Just waiting on a few items from Garth.

Can I send the information once I have the 2024 tax return done?
That way you have the most current numbers.

Regards

David Wrangell
Accountant & Registered Tax Agents
Pine Rivers Consulting
PO Box 54 / 14 Mecklem Street
STRATHPINE QLD 4500
P: (07) 3205 2881
Email: david@prctax.com.au

Like our facebook page to get up to date Tax Information

From: PRCAdmin <prcadmin@prctax.com.au>
Sent: Monday, 6 January 2025 9:45 AM
To: David Wrangell <david@prctax.com.au>
Subject: FW: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089

From: rhonda knyvett <honda.r@hotmail.com>
Sent: Friday, 3 January 2025 4:01 PM
To: PRCAdmin <prcadmin@prctax.com.au>
Cc: tegan holly <Hollyteganosborne@hotmail.com>
Subject: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089

Dear Mr. David J. Wrangell,

I trust this message finds you well.
As a trustee of the Ultra Super Fund ABN 41 873 921 089, alongside Mr. Garth Wilfred Osborne, I am both a trustee and a client of your services, in the same capacity as Mr. Osborne.

Accordingly, pursuant to my rights and obligations as a trustee and client, I am entitled to request and receive the documentation and records outlined below.

The documents requested have not been previously provided and have been withheld by Trustee Garth Osborne. As such, I formally request the following documentation and records relating to the Fund's management and compliance:

In relation to the annual audit of the Fund:
1. *Details of the auditor appointed to audit the SMSF, including all documentation provided to the auditor for the preparation of the SMSF Annual Return (SAR) and associated financial statements.*

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4. *Copies of all SMSF annual returns lodged with the ATO.*
5. *Copies of transfer balance account reports submitted to the ATO.*
6. *Any other statements or documentation lodged with the ATO or provided to other superannuation funds as required.*

For the previous 10 years:
1. *Minutes of trustee meetings, including all decisions made.*
2. *Records documenting all trustee changes.*
3. *Trustee declarations acknowledging the obligations and responsibilities of any trustee or director of a corporate trustee appointed after 30 June 2007.*
4. *Written consents from members to be appointed as trustees.*
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3. *Documentation regarding concerns or issues related to early access to superannuation.*
4. *Asset valuation records for the purpose of the Fund's annual audit, in accordance with the Fund's compliance obligations.*

As you are aware, trustees are legally obligated to ensure that all SMSF assets are valued at market value annually, and these valuations must be accurately reflected in the Fund's accounts, statements, and annual returns. It is therefore essential that the requested information be provided promptly.

I request that the above documents be supplied within ***seven (7) days*** *of the date of this email.*

Thank you for your immediate attention to this matter.

Regards,

Rhonda Knyvett
Trustee, Ultra Super Fund
Sent from my iPhone

Subject: REFERRAL: MS RHONDA KNYVETT
Date: Thursday, 2 January 2025 at 1:07:29 PM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: tayla@avokahlegal.com.au <tayla@avokahlegal.com.au>
CC: honda.r@hotmail.com <honda.r@hotmail.com>, Holly Osborne <hollyteganosborne@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg, image002.jpg, image003.jpg



Good afternoon Tayla,

I am writing to refer my client RHONDA KNYVETT whom I emailed you about recently. I have copied her into this email along with her daughter, Holly, who holds her power of attorney and is authorised to instruct you on her mother's behalf..

Rhonda has accepted my advice that she instruct you to determine whether there are any remedies available to her in the Family Law context. I am working with her and Holly regarding other matters relating to her financial situation, especially her SMSF.

Please feel free to contact me directly. Please copy me into any emails exchanged with them to ensure we can work in tandem in assisting her.

Please do not hesitate to contact me with any queries or concerns. I look forward to working with you.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: Your matters
Date: Thursday, 2 January 2025 at 9:38:20 AM Australian Eastern Standard Time
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>, Honda.r@hotmail.com <honda.r@hotmail.com>
Category: Louden Legal
Attachments: image001.jpg, Engagement Letter- Ms Knyvett.pdf, Your right to know.PDF

Good morning Rhonda,

I have reviewed Holly's emails and confirmed there are three matters which require the assistance of a lawyer.

I have consulted with a family lawyer that I respect and trust (Mrs Tayla Kilkeary of Avokah Legal) who provided the following preliminary response (this is not legal advice, just a response based on the limited information I provided as instructed by Holly):

My initial thoughts are the client is out of time for relief however this may not preclude her from bringing proceedings to get a fair settlement from the SMSF as long as certain criteria are met. If she has a member interest, and investments are held against it, she would be doing herself a disservice simply signing it away – I am not even sure if that can be done under the legislation! She might want to meet with an accountant and an SMSF lawyer to see whether what he is asking her to sign has any bearing on her situation, or is even binding, but I would definitely suggest getting FL advice in the meantime.

I would tell her to proceed with caution until she speaks with:

1. *Her accountant.*
2. *Us.*
3. *Potentially, a smsf lawyer.*

It would be handy if she had a copy of the most recent financials for the SMSF, showing any member entitlements, the establishment deed and any variations.

I would advise you to allow me to refer you to Mrs Kilkeary given the substantial size of the asset pool involved.
Please find our Engagement Letter attached.

Please read it carefully and confirm we may proceed.

Please also, using your email address rather than Holly's:

1. Send me scanned copies of both sides of your Driver's licence,
2. Confirm that we may issue our invoice by email and destroy our file after 7 years,
3. Send me written authorisation that Holly may instruct me on your behalf,
4. Confirm that I may refer you to Mrs Kilkeary.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

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Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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2. Delete it from your records without forwarding or showing it to anyone.

Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 31 December 2024 2:30 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Honda.r@hotmail.com; Riki Dahm <rikidahm84@gmail.com>
Subject: Re: Request for fee estimate for advice to progress matters
Importance: High

Afternoon Stuart
Please find attached the Suncorp bank statements for reference. I do apologies for incorrectly referring to you as John in my previous email.

Warm regards

Holly

From: Holly Osborne
Sent: Monday, December 30, 2024 7:58 PM
To: stuart@loudonlegal.com.au <stuart@loudonlegal.com.au>
Cc: Honda.r@hotmail.com <honda.r@hotmail.com>; Riki Dahm <rikidahm84@gmail.com>
Subject: Request for fee estimate for advice to progress matters

Afternoon John

Thank you for your time on the phone.

I request a fee estimate and meeting with you for the purpose of providing advice and drafting material to progress resolving a tenancy issue (18 Magnetic Street Boondall) and the identification, settlement and dissolution of a SMSF (Ultra Super Fund 41 873 921 089).

Background

- **30 and 31 December 2024** GO and AA responded with threats in email (**Attachment 1, 2, 3 & 4**)
- **23 December 2024** GO issued RK a seller contract to sell asset and form with SMSF details that have been previously withheld. RK retained the information. RK issued a notice to leave form at the meeting, with an end date of 28 February in person and via email. Prior request to leave have been unactioned by GO and AA (**Attachment 5, 6, 7, 8)**
- **30 March 2024** GO requested RK attend Bendigo bank to close a bank account in order to wrap up the joint superannuation. Further information will be sort from Bendigo on 6 January 2025. This money was transferred to the Suncorp Ultra Superfund provided for above. **(information to be requested**)
- **In or around March 2024** GO and AA moved into RK residence on a short-term basis so they could buy a house. There is no tenancy agreement and there was no end date. There is significant text based and email evidence. GO has paid RK 400 per week in cash. The AGL bill is currently in RK name, as is the Urban Utilities bills for multiple properties. GO was has paid $400 cash to RK per week however he has made RK sign receipts creating his paper trail (**Attachment 16**). RK has no copy of the receipts.
- **23 January 2024** GO bought 30 Whipbird Place Aspley. The AGL bill was paid by the Suncorp Bank account attached to the SMSF. (Property may be an asset, listed in **Attachment 8**)
- **26 December 2024** RK put a two-person authentication to preserve the account (**Attachment 9**)
- **15 October 2024** ABN Status entity cancelled (GO **retirement**) Zillmere Physiotherapy and Sports injury clinic - GARTH A & GAIL R OSBORNE. ABN 14 946 035 004 (**Attachment 10**)
- **03 Aug 2022 169** Roghan Road sold $7,330,000 (**Attachment 8**)
- **15 November 2002** all 6 units 364 Zillmere Road Zillmere transferred into as an assent into the SMSF (**Attachment 8**)
- **26 July 2007** 158 Church Road Zillmere transferred into the SMSF $220,000. (**Attachment 8 and 13**)
- In **2007** RK became very unwell and was approved for a disability pension to that she receives currently.
- **3 May 2007** RK and GO activated a joints business cheque account (BSB484-799 Acc001422501). All bank statements accessible. Systematic and consistent cash deposits (potential untax cash revenue) and withdrawals over 17 years, includes Santo's dividends, and the payment of rent from tenants in properties. The validity of the rent payment is in question given the lack of turnover in tenants, and payments are made by cash deposit, and transfer of credit (payee and payer can be the same person).
  ATO returns are listed (very low dollar value) and Queensland Revenue payment is listed. Urban utilities payments are also made by the account. The account looks to have breached the SIP Act, specifically around the 'unrelated' definition. (**Attachment batch - Suncorp Accounts will be sent seperatly**)
- **On or around 2007 to 2024** GO had Ann Anthonisz (AA) (fiancé) 'on the books' for Superannuation and tax evasion. GO's accountant is David Wrangell for the business, and likely the SMSF (**Attachment 14**)
- **On or around 1994 to 2006** it is believed that GO was doing something RK's TFM - maybe had her on the books 'income splitting' (stated by party) for his superannuation benefit and tax evasion. RK has only one document relating to tax, attached for TFN purposes if required (**Attachment 15**)
- **23 August 2006** 18 Magnetic Street Boondall transferred to RK as registered owner (**Attachment 8, 11 & 12)**
- **17 September 2002** SMSF activated Ultra Super Fund 41 873 921 089 (**Attachment 6 & 7)**
- **10 July 2001** activated ABN GA & GR OSBORNE (ABN 14 946 035 004) Attached to Physiotherapy and Sports injury clinic. Previous ABN information (**Attachment 10**)
- On or around 18 April 1997 364 Zillmere Road Zillmere GO bought (6 units) (**Attachment 8**)
- **1999** RK and GO separated from each other. The matter has not been heard by family law. RK and HD moved into 18 Magnetic Street Boondall. RK and GO were joint tenants on the 18 Magnetic street property until 2006. RK signed over her ownership for 169 Roghan Road to GO on or around this time, or 2006.
- 29 January 1999 RK and GO bought 18 Magnetic Street Boondall as joint tenants. (**Attachment 8, 11 & 12**)
- 27 Oct 1993 RK and GO bought 169 Roghan Road Taigum $250,000 (**Attachment 8**)
- 23 August 1985 RK and GO only child born - Holly Tegan Dahm (HD) (nee Osborne) born.
- 31 January 1984 80 Yundah Street sold for $170,000 (**Attachment 8**)
- 31 Jan 1984 RK and GO bought 80 Yundah Street Shorncliffe $45,000 (**Attachment 8**)
- **23 June 1994** RK and GO bought 158 Church Road $155 000. The ABN GA & GR OSBORNE (ABN 14 946 035 004) was operated from this property. The business existed prior to commencement of this ABN (**Attachment 10**)
- **In or around 1991-1994** GO terminated the employment of the receptionist and had to a payout of unfair dismissal. GO had an affair with this receptionist.
- **On or around 1983** GO opened a Physiotherapy practice that when into bankruptcy.
- **On or around 1983** Rhonda Ann Knyvett (RK)and Garth Wilfred Osborne (GO) commenced a de-facto relationship.

Could you please provide advice:

1. the prospects and costs with removing the 'boarders' and next steps, specifically with regard to **Attachment 1, 2, 3 & 4**) GO's email dated 30 and 31 December including the FORM 11.
2. prospects and potential costs of settling the SFMF.
3. and any information, including risks you consider impactful with regard to both matters.

Please note:

I will email you a period of Suncorp Bank for review, however all statements are available if required. The Bendigo statements will be obtain shortly.. RK's tax returns have always been completed by GO. The accountant for GO is David Wrangell. This is likely the accountant for the SMSF. I am unaware of the auditor. RK has never been provided any documentation and all information has been withheld until 23 December 2024. **Garth Osborne has stated to Rhonda Knyvett that I have set up a paper trail of information that makes you entitled to things that you will not be getting because I have you a house. Rhonda Knyvett holds a 50% stake in the SMSF as a trustee. This is to obtain the generous tax concessions attributed to the SFSF.**

Please note RK will need to update her Will as this super is not included as she did not have any information and was not in a position to obtain it. The Lawyers are Gill & Lane, Sandgate. These Lawyers may also be GO's.

As a priority I would appreciate a meeting (teams/zoom or in person) with you to discuss instructions and the provision of further advice.

Please let me know if you would like any other information at this stage.

Thank you very much for your help.

Yours sincerely,

Holly Dahm

0401219842

Aggrieved party and key contacts

Rhonda Knyvett

DOB 18 October 1957

0413688 334

honda.r@hotmail.com

Currently resides at 52 Whitby Street Bracken Ridge

Authorized to provide instruction

Ms Holly Dahm

hollyteganosborne@hotmail.com

0401219842

Holds - Power of attorney

Mr Riki Dahm

rikidahm84@gmail.com

***Respondents**:*

Mr Garth Wilfred Osborn

DOB 10 January 1956

18 Magnetic Street Boondall

go56@bigpond.com

0407755084

Ms Ann Anthonisz

18 Magnetic Street Boondall

ann.z.shopz@gmail.com

0401072 389

Subject: Re: SAND - Warrant of possession and decision.html CRM:0125750
Date: Friday, 4 April 2025 at 11:30:25 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg, image.png, Decision.pdf, Invoice 573 Mrs Holly Dahm As Attorney.pdf, Your right to know.PDF

Thanks Stuart, this invoice has now been paid.
Holly
Sent from my iPhone

On 31 Mar 2025, at 7:24 am, rhonda knyvett <honda.r@hotmail.com> wrote:

Sent from my iPhone

Begin forwarded message:

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Date: 31 March 2025 at 06:30:56 AEST
To: Holly Osborne <hollyteganosborne@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>, honda.r@hotmail.com
Subject: FW: SAND - Warrant of possession and decision.html CRM:0125750

Good morning Holly, Riki and Rhonda,

Please see below an email from the Sandgate Court. I have served it upon the Respondents by email, although they may have been separately, served, to remove any doubt and emphasise their obligations to vacate the property on the specified date. I have also reiterated that rent is payable up until this date including the amounts you had previously returned to them.

Thank you for your kind words in your email. I appreciated working with each of you. Please keep me informed how it goes.

The Tribunal, as predicted, made the parties jump through hoops to obtain the right outcome of achieving a set date for vacating the property and the obtaining the Warrant of Possession.

You had mentioned serving another Notice of Entry – as the Adjudicator mentioned, the property requires compliant smoke alarms so this should be arranged as soon as possible. This will also be an opportunity to assess any damage done to the property.

If you have not already, we would appreciate a Google review:

https://www.google.com/search?q=lousodn+legal&rlz=1C1CHBF_en-GBAU898AU898&oq=lousodn+legal&gs_lcrp=EgZjaHJvbWUyBggAEEUYOTIPCAEQLhgNGK8BGMcBGIAEMgkIAhAAGA0YgAQyCggDEAAYBRgNGB4yCggEEAAYCBgNGB4yBwgFEAAY7wUyCggGEAAYgAQYogQyCggHEAAYgAQYogQyBwgIEAAY7wXSAQkyOTk0ajBqMTWoAgiwAgHxBef2FGWB4Weg&sourceid=chrome&ie=UTF-8#lrd=0x6b915b9fcf8b478b:0xd446297600a93a7b,3,,,,

Our previous invoice did not cover the hearing so we have attached a final invoice. We have written down our time, and our usual discount for prompt payment applies.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.
Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: no_reply_prd_ecourt <no_reply_prd_ecourt@justice.qld.gov.au>
Sent: Friday, 28 March 2025 1:22 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: SAND - Warrant of possession and decision.html CRM:0125750

Loudon Legal

Level 2 52 McDougall street
Milton Queensland 4064

Dear Loudon Legal,

Case Number: Q1499-25

I refer to your hearing at the Queensland Civil and Administrative Tribunal Sandgate Magistrates Court and the application for a Warrant of Possession. Please find attached a decision together with an Appeals information notice.

The Warrant of Possession for the premises located at:

18 Magnetic street Boondall
Boondall Queensland 4034

has this day been forwarded to the Officer in Charge at BOONDALL POLICE STATION. If the decision gives you possession of the premises, please contact the police station to arrange execution of the Warrant.

QSTARS is a free independent advice and referral service for all Queensland renters. Further information is available at https://qstars.org.au/ or contact the service on 1300 744 263.

In accordance with QCAT's obligation to provide written notice of appeals information with its decision, please visit https://www.qcat.qld.gov.au/qcat-decisions/appealing-a-decision for information about appeal rights, including time limits to appeal.

You can view this decision and check the status of this matter in QCAT online case portal (https://case.courts.qld.gov.au/static). You can also access the portal via QCAT web site (https://qcat.qld.gov.au).

Regards

Queensland Civil and Administrative Tribunal
w: qcat.qld.gov.au

****
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It is your responsibility to ensure that this email does not contain and is not affected by computer viruses, defects or interferences by third parties or replication problems.
****

Subject: Re: SAND - Warrant of possession and decision.html CRM:0125750
Date: Tuesday, 1 April 2025 at 7:34:42 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg, image.png, Decision.pdf, Invoice 573 Mrs Holly Dahm As Attorney.pdf, Your right to know.PDF

Hi Stuart,

Thank you once again for all your help throughout this process. I will action the final payment shortly.

If I require any further advice, I will be sure to reach out and will seek a fee estimate beforehand, as I'm mindful of trying to minimise outlay at this stage.

I'll be leaving a Google review shortly to reflect my positive experience.

Thanks again.

Holly

Sent from my iPhone

> On 31 Mar 2025, at 7:24 am, rhonda knyvett <honda.r@hotmail.com> wrote:
>
> Sent from my iPhone
>
> Begin forwarded message:
>
> **From:** Stuart Loudon <Stuart@loudonlegal.com.au>
> **Date:** 31 March 2025 at 06:30:56 AEST
> **To:** Holly Osborne <hollyteganosborne@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>, honda.r@hotmail.com
> **Subject: FW: SAND - Warrant of possession and decision.html CRM:0125750**
>
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> If you have not already, we would appreciate a Google review:
>
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>
> Our previous invoice did not cover the hearing so we have attached a final invoice. We have written down our time, and our usual discount for prompt payment applies.
> Yours faithfully,
>
> **STUART LOUDON**
> Director and Court-Appointed Costs Assessor
>
> Website: www.Loudonlegal.com.au
> Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
> E-MAIL: STUART@LOUDONLEGAL.COM.AU
>
> FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true
>
> PLEASE NOTE:
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From: no_reply_prd_ecourt <no_reply_prd_ecourt@justice.qld.gov.au>
Sent: Friday, 28 March 2025 1:22 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: SAND - Warrant of possession and decision.html CRM:0125750

Loudon Legal

Level 2 52 McDougall street
Milton Queensland 4064

Dear Loudon Legal,

Case Number: Q1499-25

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You can view this decision and check the status of this matter in QCAT online case portal (https://case.courts.qld.gov.au/static). You can also access the portal via QCAT web site (https://qcat.qld.gov.au).

Regards

Queensland Civil and Administrative Tribunal
w: qcat.qld.gov.au

****
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If you are not the intended addressee and this message has been sent to you by mistake, please notify the sender immediately, destroy any hard copies of the email and delete it from your computer system network. Any legal privilege or confidentiality is not waived or destroyed by the mistake.
It is your responsibility to ensure that this email does not contain and is not affected by computer viruses, defects or interferences by third parties or replication problems.
****

Subject: Re: Thank You & Final Invoice Request
Date: Sunday, 30 March 2025 at 11:45:33 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>

Hi Stuart,

Following my previous email requesting the final invoice , I've realised I've already paid it. Apologies for the confusion.

Thank you for your support throughout this process. I've appreciated working with you. We'll be in touch if we need your assistance again in future.

Kind regards,

Holly

Sent from my iPhone

> On 28 Mar 2025, at 11:23 am, Holly Osborne <hollyteganosborne@hotmail.com> wrote:
>
> Hi Stuart,
>
> I just wanted to my heartfelt thanks for all your time, support, and guidance throughout this matter. Your patience, professionalism, and communication have made a difficult and emotional process much more manageable, and I'm truly very grateful.
>
> Also, I'd like to offer my apologies for any offensive comments that had come your way from Garth.
>
> This outcome is a win, we really do appreciate everything you've done to help us get here.
>
> Would you please kindly send through the balance of the invoice that's outstanding so I can finalise things on my end.
>
> Thank you again for your wonderful service.
>
> Holly

Subject: Thank You & Final Invoice Request
Date: Friday, 28 March 2025 at 11:23:45 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>

Hi Stuart,

I just wanted to my heartfelt thanks for all your time, support, and guidance throughout this matter. Your patience, professionalism, and communication have made a difficult and emotional process much more manageable, and I'm truly very grateful.

Also, I'd like to offer my apologies for any offensive comments that had come your way from Garth.

This outcome is a win, we really do appreciate everything you've done to help us get here.

Would you please kindly send through the balance of the invoice that's outstanding so I can finalise things on my end.

Thank you again for your wonderful service.

Holly

Subject: Review reqested - submissions
Date: Thursday, 27 March 2025 at 6:57:11 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Priority: High
Attachments: Oral submissions - HD 28.03.2025.docx

Hi Stuart

I will have everything printed, including specific emails, texts, and evidence relating to the subs.
Please rearview, make any necessary changes in red.
I will text you the location of the coffee shop to meet us.
Please text, or call if anything else is required.

Holly

Subject: Re: QCAT Matter
Date: Wednesday, 26 March 2025 at 7:57:33 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>

Hi Stuart,

Thanks again.

Whilst I feel like death today, perhaps adrenaline will assist. I may not use the medical certificate. I'll can do my best on the day, and if anything happens, I assume I can defer to Riki as the other power of attorney.

I'll review / cross reference for accuracy tomorrow. Some documents were received after I emailed you. I will return to you with the final draft, and handle the printing.

The matter is listed at 9:30 am at Sandgate Magistrates Court. Let's aim to meet around 8:45. Yes, there is a coffee shop across the road, I'll find the name and let you know.

Holly

Sent from my iPhone

> On 26 Mar 2025, at 7:33 pm, Holly Osborne <hollyteganosborne@hotmail.com> wrote:
>
> Thanks Stuart. Perhaps we seek penalties.
> Sent from my iPhone
>
> > On 26 Mar 2025, at 7:23 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
> >
> > Good evening everyone,
> >
> > I mentioned earlier on that the tribunal does not ordinarily make orders for costs.
> >
> > I have researched the Act and unfortunately only the filing fee can be claimed. See below:
> >
> > **THE QCAT ACT**
> >
> > **102 Costs against party in interests of justice**
> > (1) The tribunal may make an order requiring a party to a proceeding to pay all or a stated part of the costs of another party to the proceeding if the tribunal considers the interests of justice require it to make the order.
> > (2) However, the only costs the tribunal may award under subsection (1) against a party to a proceeding for a minor civil dispute are the costs stated in the rules as costs that may be awarded for minor civil disputes under this section.
> >
> > **QCAT RULES**
> >
> > **83 Costs that may be awarded for minor civil dispute other than minor debt claim**
> > For section 102 of the Act, the tribunal may award costs against a party to a proceeding for a minor civil dispute other than a minor debt claim—
> > (a) only if the party is a respondent against whom the tribunal has made a final decision; and
> > (b) only to order the party to pay to the applicant the amount of any prescribed fee paid by the applicant on filing the application for the proceeding
> >
> > At the hearing **please** mention that you had not accepted rent past the Exit Date to make it clear that you were not acquiescing to their continued occupany, **and that you seek orders for payment of rent up until the date they vacate**. This is particularly important to mention in the event that the Member allows them further time in the property. Even if the Warrant for Possesison is granted, they will have at least a short time to leave. If however the tribunal gives tem say two weeks to vacate, they should pay rent up until the specified date and the tribunal musty be asked to order they pay the corresponding amount in rent to you.
> >
> > Yours faithfully,
> >
> > **STUART LOUDON**
> > Director and Court-Appointed Costs Assessor
> >
> > <image001.jpg>
> >
> > Website: www.Loudonlegal.com.au
> > Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
> > E-MAIL: STUART@LOUDONLEGAL.COM.AU
> >
> > FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true
> >
> > PLEASE NOTE:
> > RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
> > This email (and its attachments and other content) may be confidential or privileged.
> > If you are not the intended recipient, then please:
> > 1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
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<image001.jpg>

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Date: Wednesday, 26 March 2025 at 7:33:33 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>, honda.r@hotmail.com <honda.r@hotmail.com>
Attachments: image001.jpg

Thanks Stuart. Perhaps we seek penalties.
Sent from my iPhone

On 26 Mar 2025, at 7:23 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Good evening everyone,

I mentioned earlier on that the tribunal does not ordinarily make orders for costs.

I have researched the Act and unfortunately only the filing fee can be claimed. See below:

THE QCAT ACT

102 Costs against party in interests of justice
(1) The tribunal may make an order requiring a party to a proceeding to pay all or a stated part of the costs of another party to the proceeding if the tribunal considers the interests of justice require it to make the order.
(2) However, the only costs the tribunal may award under subsection (1) against a party to a proceeding for a minor civil dispute are the costs stated in the rules as costs that may be awarded for minor civil disputes under this section.

QCAT RULES

83 Costs that may be awarded for minor civil dispute other than minor debt claim
For section 102 of the Act, the tribunal may award costs against a party to a proceeding for a minor civil dispute other than a minor debt claim—
(a) only if the party is a respondent against whom the tribunal has made a final decision; and
(b) only to order the party to pay to the applicant the amount of any prescribed fee paid by the applicant on filing the application for the proceeding

At the hearing **please** mention that you had not accepted rent past the Exit Date to make it clear that you were not acquiescing to their continued occupany, **and that you seek orders for payment of rent up until the date they vacate**. This is particularly important to mention in the event that the Member allows them further time in the property. Even if the Warrant for Possesison is granted, they will have at least a short time to leave. If however the tribunal gives tem say two weeks to vacate, they should pay rent up until the specified date and the tribunal musty be asked to order they pay the corresponding amount in rent to you.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: Re: QCAT Matter
Date: Wednesday, 26 March 2025 at 7:33:25 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>, honda.r@hotmail.com <honda.r@hotmail.com>
Attachments: image001.jpg

Thanks Stuart. Perhaps we seek penalties.
Sent from my iPhone

On 26 Mar 2025, at 7:23 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Good evening everyone,

I mentioned earlier on that the tribunal does not ordinarily make orders for costs.

I have researched the Act and unfortunately only the filing fee can be claimed. See below:

THE QCAT ACT

102 Costs against party in interests of justice
(1) The tribunal may make an order requiring a party to a proceeding to pay all or a stated part of the costs of another party to the proceeding if the tribunal considers the interests of justice require it to make the order.
(2) However, the only costs the tribunal may award under subsection (1) against a party to a proceeding for a minor civil dispute are the costs stated in the rules as costs that may be awarded for minor civil disputes under this section.

QCAT RULES

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(a) only if the party is a respondent against whom the tribunal has made a final decision; and
(b) only to order the party to pay to the applicant the amount of any prescribed fee paid by the applicant on filing the application for the proceeding

At the hearing **please** mention that you had not accepted rent past the Exit Date to make it clear that you were not acquiescing to their continued occupany, **and that you seek orders for payment of rent up until the date they vacate**. This is particularly important to mention in the event that the Member allows them further time in the property. Even if the Warrant for Possesison is granted, they will have at least a short time to leave. If however the tribunal gives tem say two weeks to vacate, they should pay rent up until the specified date and the tribunal musty be asked to order they pay the corresponding amount in rent to you.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

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Subject: QCAT
Date: Wednesday, 26 March 2025 at 5:41:40 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: H.DAHM.pdf

Hi Stuart,

Please find attached the medical certificate, as I seem to have crashed. Let me know if you'd prefer we hold off or should we submit it proactively.

Can you confirm what documents you need printed, and how copies:

- Your affidavit and attachments
- Mine and Riki's affidavits and attachments
- Garth's submitted material?

Would it be easier for you to print everything off?

How would you like to handle prep? If I remain unwell I won't be able to represent, so we'll need to get Riki ready.

Thanks

Holly

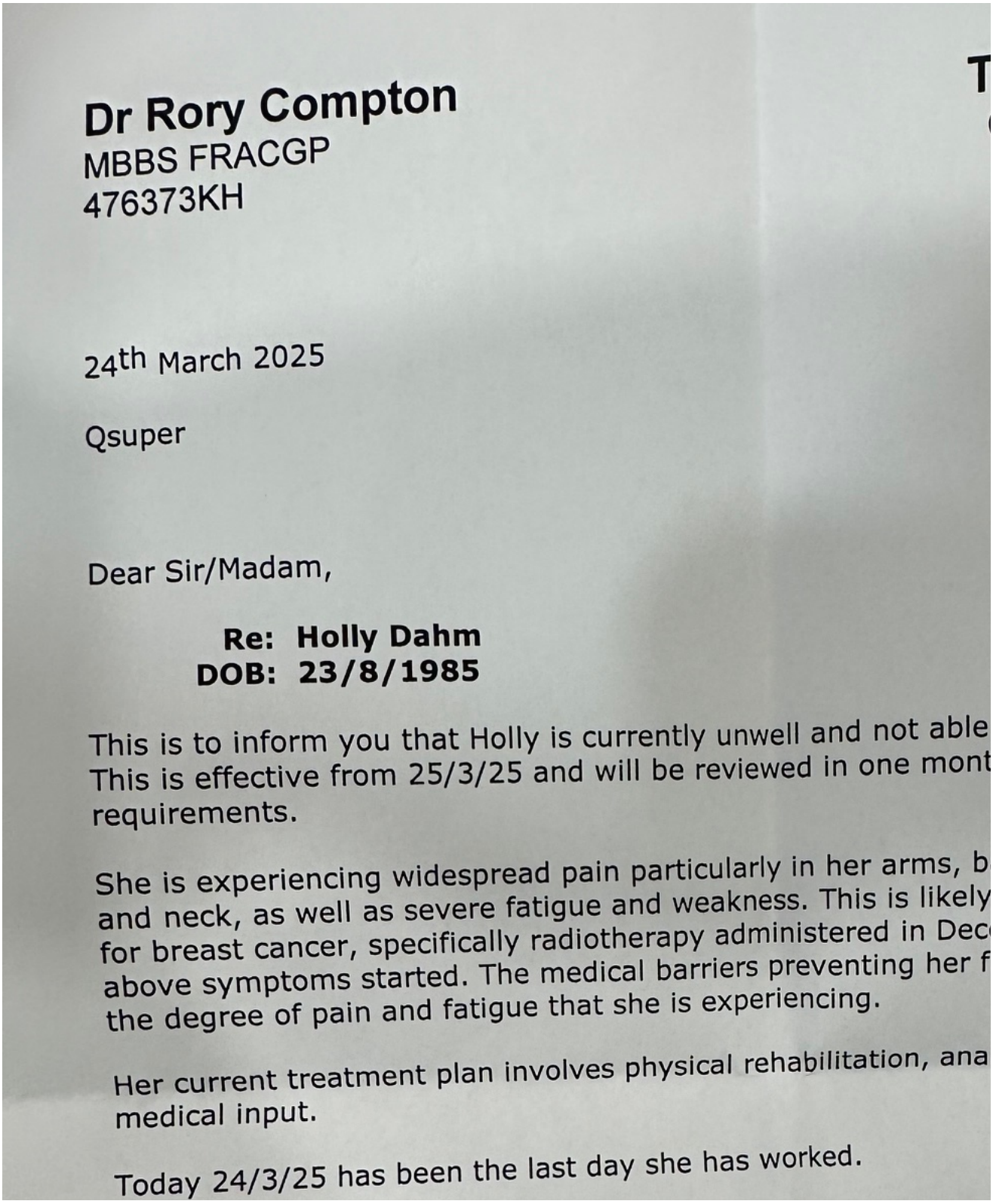
Sent from my iPhone

Subject: Friday
Date: Wednesday, 26 March 2025 at 2:08:21 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Attachments: image0.jpeg

Hi Stuart,

Some secondary effects from the cancer treatment have forced me to stop work. I've been unwell the last few days and I'm concerned I may not be ok on Friday.

I have requested my GP email a medical certificate, otherwise I have the below. If required, how/when do we seek Riki to represent Rhonda?



Dr Rory Compton
MBBS FRACGP
476373KH

24th March 2025

Qsuper

Dear Sir/Madam,

Re: Holly Dahm
DOB: 23/8/1985

This is to inform you that Holly is currently unwell and not able
This is effective from 25/3/25 and will be reviewed in one mont
requirements.

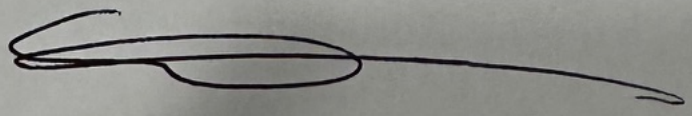
She is experiencing widespread pain particularly in her arms, b
and neck, as well as severe fatigue and weakness. This is likely
for breast cancer, specifically radiotherapy administered in Dec
above symptoms started. The medical barriers preventing her f
the degree of pain and fatigue that she is experiencing.

Her current treatment plan involves physical rehabilitation, ana
medical input.

Today 24/3/25 has been the last day she has worked.

I am happy to arrange a more detailed report upon request.

Yours sincerely,



Dr Rory Compton
BBiomedSc, MBBS, DCH, FRACGP
476373KH

Subject: Rent Payment from Respondents
Date: Tuesday, 25 March 2025 at 10:58:55 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>

Hi Stuart,

Please note that the Respondents have once again made a rent payment.

Given we have already returned two previous rent payments, we may hold on returning this until after the hearing, especially as recovering funds from him may be challenging.

Holly

Subject: Re: Cost Management and Tribunal Preparation Approach
Date: Monday, 24 March 2025 at 5:16:47 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg

Hi Stuart,

Please disregard my previous email, the legal costs are understandably adding up, and it can feel a bit overwhelming trying to manage everything. That said, I absolutely agree that your involvement is critical, and I formally accept the letter of engagement.

You might wish to consider a strategy that involves introducing material Garth has supplied in the other legal matter, specifically documents that clearly identify him as a landlord and show serious mismanagement of their SMSF, including thousands of cheques written. His claim that the relationship was built on trust is baseless, this is about coercive control and fraud. The evidence paints a very different picture of control, abuse of power, and financial manipulation.

If required, we will highlight our intention to support Rhonda in lodging a coercive control complaint with the Queensland Police Service once the new laws come into effect in May.

I've also observed that the statement signed by Susan Leslie Wise appears to be written in Garth's handwriting. Further, he referenced tenancy receipts — which he created and made Rhonda sign. We have a receipt in his handwriting, along with a text referencing "2/52 weeks rent," which suggests an attempt to retroactively manufacture a tenancy agreement. This may be useful if we need further leverage.

That said, I do feel that a lot of what has been submitted by the Respondents amounts to white noise, and I'm hopeful the adjudicator will see right through it. At the core of this matter is the periodic lease — it was issued in accordance with the legislation, and they acknowledged receiving it in their correspondence and statements to QCAT. Their disagreement with the lease does not create the existence of another tenancy agreement. Notably, upon receiving the notice to leave, Garth threatened Rhonda and requested she "put it aside" — an act that in itself is an admission that the notice had legal weight. That threat included a proposal for a new tenancy agreement extending through to September 2025, which further confirms that no agreement was in place at the time.

Finally, let me know your thoughts on whether it may be beneficial to film a short video of Rhonda speaking to her experience, which could be provided to the adjudicator if appropriate.

Let me know the next steps, and the plan for the day.

Thanks again for your guidance and ongoing support.

Warm regards,

Holly Dahm

> On 24 Mar 2025, at 11:32 am, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
>
> Hi Holly,
>
> You will have seen I adopt a Baker's Dozen approach to my billing. My fee estimate incorporated all of the worst case scenarios given the Respondents' shenanigans.
>
> I believe I should attend particularly to refute the allegations Garth has made accusing me of lying and illegal conduct. It would assist for me to appear as a witness and reiterate the contents of my affidavit and referring to and highlighting the documentary evidence we have of same. He and Ann's evidence is already woefully weak so I do not believe me attending is a strict necessity but it would assist and strengthen your case. It will also enable me to challenge their manipulation, and will put them under pressure.
>
> Otherwise I believe your proposed approach below will be sound. Many parties in the tribunal are unprepared so any preparation you make will assist.
>
> The focus is just on the core matters of the Notice to Leave being validly served, THEN their refusal to leave and thus the need for the Warrant of Possession. That Rhonda is being prevented from returning to her own home should be focused on in challenging any argument by the Respondents they should be allowed a longer period to vacate. They have expressed contempt for the process and the warrant of Possession should be issued asap.
>
> If they attempt to divert attention with secondary matters the focus should be redirected to core matters. Only once the Tribunal has heard the parties on this would you raise the secondary, but important, issues of the Notice Of Entry and damage to the property.
>
> Either way, I can provide submissions on costs which at most would take 1-2 hours.
>
> Please let me know how you wish to proceed.
>
> At the hearing please have printed out copies of all your and the repondents' filed doucments with you, preferably with 1 or 2 extra copies.

Thank you.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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Email scammers may target law practices, and their clients.
Please therefore:

1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

You are entitled to a

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Saturday, 22 March 2025 9:32 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Re: Cost Management and Tribunal Preparation Approach

Upon reflection it may be best to have you there.
I will review the fee estimate, and circle back soon.

Sent from my iPhone

> On 20 Mar 2025, at 7:56 pm, Holly Osborne <hollyteganosborne@hotmail.com> wrote:
>
> Hi Stuart
>
> I'd like to explore ways to reduce costs while ensuring I'm well-prepared for the tribunal. I understand that your time on this matter needs to be managed efficiently, so I'm thinking we could structure our approach as follows:
>
> • You assist with preparation by either reviewing my work or guiding me through key points.
>
> • You provide strategic advice leading up to the hearing.
>
> • To mitigate costs, we may not require your attendance at the tribunal.
>
> That said, I want to ensure we're in the best position to seek costs on the day. Could you provide a breakdown of what it might look like if you were to attend, as well as any considerations to seek costs recovery, application of penalties.
>
> Appreciate your guidance.
>
> Thanks,
>
> Holly

Subject: Re: Cost Management and Tribunal Preparation Approach
Date: Saturday, 22 March 2025 at 9:31:36 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>

Upon reflection it may be best to have you there.
I will review the fee estimate, and circle back soon.

Sent from my iPhone

> On 20 Mar 2025, at 7:56 pm, Holly Osborne <hollyteganosborne@hotmail.com> wrote:
>
> Hi Stuart
>
> I'd like to explore ways to reduce costs while ensuring I'm well-prepared for the tribunal. I understand that your time on this matter needs to be managed efficiently, so I'm thinking we could structure our approach as follows:
>
> • You assist with preparation by either reviewing my work or guiding me through key points.
>
> • You provide strategic advice leading up to the hearing.
>
> • To mitigate costs, we may not require your attendance at the tribunal.
>
> That said, I want to ensure we're in the best position to seek costs on the day. Could you provide a breakdown of what it might look like if you were to attend, as well as any considerations to seek costs recovery, application of penalties.
>
> Appreciate your guidance.
>
> Thanks,
>
> Holly

Subject: Cost Management and Tribunal Preparation Approach
Date: Thursday, 20 March 2025 at 7:56:37 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>

Hi Stuart

I'd like to explore ways to reduce costs while ensuring I'm well-prepared for the tribunal. I understand that your time on this matter needs to be managed efficiently, so I'm thinking we could structure our approach as follows:

• You assist with preparation by either reviewing my work or guiding me through key points.

• You provide strategic advice leading up to the hearing.

• To mitigate costs, we may not require your attendance at the tribunal.

That said, I want to ensure we're in the best position to seek costs on the day. Could you provide a breakdown of what it might look like if you were to attend, as well as any considerations to seek costs recovery, application of penalties.

Appreciate your guidance.

Thanks,

Holly

Subject: Latest Submissions
Date: Thursday, 20 March 2025 at 6:50:34 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: 19.03.2025 Garth Osborne and Ann Anthoniz - query re decision final.jpg, 19.03.2025 Garth Osborne- response to Stuart Loudon .jpg, 19.03.2025 Garth Osborne- response to Stuart Loudon 2.jpg

Hi Stuart,

Please find attached the most recent submissions lodged in the QCase Portal. These have not been served.

It continues to get more bizarre, with the respondent now raising issues with the adjudicator and their decision.

Enjoy

Holly

Subject: Re: Rhonda's Matters
Date: Wednesday, 19 March 2025 at 8:02:00 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Attachments: image001.jpg

Paid.

Sent from my iPhone

On 19 Mar 2025, at 6:30 am, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Hi Holly, Riki and Rhonda,

As none likes to receive an invoice I have just emailed this to Holly. I must apologise for not having issued this earlier- it is from the inception of the various matters. Please let me know if you require time to pay it. I will ensure regular invoicing in future to keep things manageable for you.

We have come within scope of the estimates set out in our Engagement Letter.

We have not invoiced for the further work performed in relation to the Application and Affidavits.

We have specified in our invoice further work for which we have not invoiced you.

My email dated 28 January 2025 which amended the Engagement Letter pertained to filing and serving the Application and Affidavits.

FURTHER AMENDMENT TO OUR ENGAGEMENT LETTER

As the scope of work to be performed has changed and expanded, we have invoiced for QCAT work pertaining to the further Applications For Representation and for Warrant of Possession and regarding the procedure for the hearing.

It is difficult to anticipate the further unfolding of the matter, so our estimate is broad. We estimate our fees for:

1. The QCAT further work already performed,
2. Preparing for the hearing,
3. Attendance at the hearing,
4. Drafting of submissions on costs (we have confirmed that in extraordinary cases the Tribunal will award costs and I believe we have reasonable prospects here, subject to the Presiding Member's outlook),
5. Followup to ensure implementation of the Tribunal's Orders and return of possession,
6. Associated correspondence with you, the Tribunal and the Respondents,

At **$5,000.00- $11,000.00 plus GST**. Our 5% discount for prompt payment applies.

We have sought costs orders and hope to obtain a contribution from the Respondents, to be determined by a Court-appointed Costs Assessor.

Please do not hesitate to contact me with any queries or concerns.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

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Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

<Invoice 565 Mrs Holly Dahm As Attorney.pdf>
<Your right to know.PDF>

Subject: Re: Rhonda's Matters
Date: Wednesday, 19 March 2025 at 6:53:18 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>

Thanks Stuart,
Appreciate the hard work.

> On 19 Mar 2025, at 6:45 am, Holly Osborne <hollyteganosborne@hotmail.com> wrote:
>
> Sent from my iPhone
>
> Begin forwarded message:
>
> **From:** Stuart Loudon <Stuart@loudonlegal.com.au>
> **Date:** 19 March 2025 at 6:30:58 am AEST
> **To:** Holly Osborne <hollyteganosborne@hotmail.com>
> **Subject: Rhonda's Matters**
>
> Hi Holly, Riki and Rhonda,
>
> As none likes to receive an invoice I have just emailed this to Holly. I must apologise for not having issued this earlier- it is from the inception of the various matters. Please let me know if you require time to pay it. I will ensure regular invoicing in future to keep things manageable for you.
>
> We have come within scope of the estimates set out in our Engagement Letter.
>
> We have not invoiced for the further work performed in relation to the Application and Affidavits.
>
> We have specified in our invoice further work for which we have not invoiced you.
>
> My email dated 28 January 2025 which amended the Engagement Letter pertained to filing and serving the Application and Affidavits.
>
> FURTHER AMENDMENT TO OUR ENGAGEMENT LETTER
>
> As the scope of work to be performed has changed and expanded, we have invoiced for QCAT work pertaining to the further Applications For Representation and for Warrant of Possession and regarding the procedure for the hearing.
>
> It is difficult to anticipate the further unfolding of the matter, so our estimate is broad. We estimate our fees for:
>
> 1. The QCAT further work already performed,
> 2. Preparing for the hearing,
> 3. Attendance at the hearing,
> 4. Drafting of submissions on costs (we have confirmed that in extraordinary cases the Tribunal will award costs and I believe we have reasonable prospects here, subject to the Presiding Member's outlook),
> 5. Followup to ensure implementation of the Tribunal's Orders and return of possession,
> 6. Associated correspondence with you, the Tribunal and the Respondents,
>
> At **$5,000.00- $11,000.00 plus GST**. Our 5% discount for prompt payment applies.
>
> We have sought costs orders and hope to obtain a contribution from the Respondents, to be determined by a Court-appointed Costs Assessor.
>
> Please do not hesitate to contact me with any queries or concerns.
>
> Yours faithfully,
>
> **STUART LOUDON**
> Director and Court-Appointed Costs Assessor
>
> Website: www.Loudonlegal.com.au
> Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
> E-MAIL: STUART@LOUDONLEGAL.COM.AU
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<image001.jpg>
<Invoice 565 Mrs Holly Dahm As Attorney.pdf>
<Your right to know.PDF>

Subject: Re: Attached Image
Date: Tuesday, 18 March 2025 at 3:25:05 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg

Hello

That's correct—the Respondents haven't served us with their material.

Everything I provided last week was a screen shot from the portal, but nothing has been formally served. I assume they'll leave it until the last minute.

Yes, please remind me to raise this with the tribunal, and seeking costs.

Additionally, we anticipate concealed damage (e.g., plumbing, electrical) given we've had no opportunity to inspect. We may need to take further steps to recover costs for damage.

Sent from my iPhone

> On 18 Mar 2025, at 9:08 am, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
>
> Thank you Holly,
>
> That appears to be everything. Did you say that the Respondents did not serve you with their material? If not it should be mention on at the hearing to show they have not complied with the process, but otherwise state you accept your downloading of the material from the portal as sufficient to avoid delay.
>
> I will look into options for claiming costs- if I can find some helpful authorities from past cases I will include them in written submissions

Subject: Re: Your Matters
Date: Tuesday, 18 March 2025 at 3:21:01 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg

No worries at all, appreciate you letting me know in advance.

Hoping we can have success with seeking a % of cost recovery from the respondents.

Holly

Sent from my iPhone

> On 18 Mar 2025, at 3:09 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
>
> Good afternoon everyone,
>
> I am just informing you that I am issuing an invoice within the next day covering the various aspects of your matters.
>
> I realised I have not invoiced in some time so should deal with our work to date so thought I would give prior warning so it does not surprise you.
>
> Yours faithfully,
>
> **STUART LOUDON**
> Director and Court-Appointed Costs Assessor
>
> <image001.jpg>
>
> Website: www.Loudonlegal.com.au
> Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
> E-MAIL: STUART@LOUDONLEGAL.COM.AU
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Subject: Re: Attached Image
Date: Monday, 17 March 2025 at 7:39:54 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>

All actioned
Sent from my iPhone

> On 17 Mar 2025, at 3:55 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
>
> Hi Holly
> My affidavit is attached. Please arrange lodgement on the QCAT portal and service on the respondents copying me in.
> Any problems please let me know
> Stuart
> Get Outlook for iOS
>
> ---
>
> **From:** scanners@corporatehouse.com.au <scanners@corporatehouse.com.au>
> **Sent:** Monday, March 17, 2025 3:51:50 PM
> **To:** Stuart Loudon <Stuart@loudonlegal.com.au>
> **Subject:** Attached Image
>
> <3318_001.pdf>

Subject: Re: QCAT
Date: Friday, 14 March 2025 at 8:13:02 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg

Thank you
Noted.
Sent from my iPhone

On 14 Mar 2025, at 7:09 am, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Hi Holly,

It states which documents were served and the means by which they were served. A screenshot of the relevant covering emails can be exhibited as evidence of service but without the attachments to the email.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.
Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Thursday, 13 March 2025 5:06 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>; Riki Dahm <rikidahm84@gmail.com>
Subject: Affidavit of service

Hi Stuart, just checking—is this form a final submission of everything served, lodged with the final documents?

Subject: Fw: Signed Power of Attorney – Effective 13 March 2025
Date: Thursday, 13 March 2025 at 8:43:37 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: EPOA RHONDA ANN KNYVETT - 13 March 2025.pdf

Hi Stuart,

Attached is the signed Power of Attorney effective 13 March 2025, for your records.

Holly Dahm

Subject: Affidavit of service
Date: Thursday, 13 March 2025 at 5:06:17 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>, Riki Dahm <rikidahm84@gmail.com>

Hi Stuart, just checking—is this form a final submission of everything served, lodged with the final documents?

Subject: Re: Review of Draft Application, QCAT Documents & Rental Payments
Date: Thursday, 13 March 2025 at 10:44:55 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>

Thank you
Sent from my iPhone

On 13 Mar 2025, at 10:04 am, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Hi Riki and Holly,

I just saw this. Could you make the required changes please, they are fine.

I am happy for you to attach my letter as sent to you.

Stuart

From: Riki Dahm <rikidahm84@gmail.com>
Sent: Wednesday, 12 March 2025 6:54 AM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: Review of Draft Application, QCAT Documents & Rental Payments

Hi Stuart,

Just a couple of amendments to Hollys email.

Rental Payment Information:

- The respondent, Garth, made a full two-week payment on or around Monday, 24 March 2025.
  (**This should be 24 February)**
- Five days' rent was retained, and the remaining nine days ($515) was returned to the respondent on or around 6 March.
- On 27 March, the respondent made a further payment of $800 for another two-week period, prior to $800 of rent being returned.
  (The correct dates is received and returned 10 March)

On Tue, 11 Mar 2025 at 7:53 pm, Holly Osborne <hollyteganosborne@hotmail.com> wrote:

> Hi Stuart
> Great work on the letter, please advise once finalised and I will upload to QCAT.
>
> I have attached the draft **Application for Representation** and **Warrant of Possession**, incorporating your requested changes set out in the attached email. Could you review them, particularly any sections requiring updates related to the **EPOA**? I have made amendments where I was referenced.
>
> Additionally, please **confirm** whether we need to provide an affidavit of service before finalising the application.
>
> I wanted to flag the most recent QCAT documents uploaded to the ATO Portal on 10 March 2025. These again raise issues concerning me, now in relation to my Queensland Police Service complaint, which I made in a private capacity. At the time, I had a genuine belief that the information was true. Upon confirming that the funds had in fact been paid, I withdrew the complaint.
>
> Rental Payment Information:
>
> - The respondent, Garth, made a full two-week payment on or around Monday, 24 March 2025.
> - Five days' rent was retained, and the remaining nine days ($515) was returned to the respondent on or around 6 March.
> - On 27 March, the respondent made a further payment of $800 for another two-week period, prior to $800 of rent being returned.
>
> Please review the attached documents, make any necessary edits, and provide the final versions so I can arrange certification and submission.
>
> Let me know if you need anything further.
>
> Thanks,
>
> Holly

---------- Forwarded message ----------
From: Stuart Loudon <Stuart@loudonlegal.com.au>
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc:
Bcc:
Date: Fri, 7 Mar 2025 23:59:50 +0000
Subject: RE: Drafts for Review & Next Steps
Holly,

Please see below:

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Friday, 7 March 2025 10:41 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Drafts for Review & Next Steps

Hi Stuart,

Given this wild weather, I've had some time to attempt drafting the Warrant of Possession, however it very much needs your expertise.

Also, I have drafted an Application for Representation on behalf of Rhonda, using the medical certificate and hospital admission as justification.

Also, we will need to finalise the contempt of court complaint draft.

Once the finalised, it would be great to meet up, hopefully after this cyclone passes.

As I understand it, all documentation needs to be submitted seven days before the hearing. Given the hearing is on 28 March, it would be ideal to submit everything by 20 March to allow a buffer.

Stay safe, and talk soon,

Holly

QUEENSLAND CIVIL AND ADMINISTRATIVE TRIBUNAL

REGISTRY: Sandgate Magistrates Court

MATTER NO: Q1499-25

THE APPLICANT: Rhonda Ann Knyvett

FIRST RESPONDENT: Garth Wilfred Osborne

SECOND RESPONDENT: Ann Anthonisz

APPLICATION FOR REPRESENTATION UNDER SECTION 43 OF THE QUEENSLAND CIVIL AND ADMINISTRATIVE TRIBUNAL ACT 2009

TO: The Registrar

Queensland Civil and Administrative Tribunal

Sandgate Magistrates Court

FROM: Rhonda Knyvett, Applicant

1. INTRODUCTION

1. I, Rhonda Ann Knyvett, am the Applicant in these proceedings concerning a residential tenancy dispute.

2. Due to my medical condition, I am unable to personally attend or participate in the hearing scheduled for 28 March 2025.

3. I seek leave of the Tribunal to be represented by my Enduring Power of Attorney, Holly Tegan Dahm, pursuant to section 43 of the *Queensland Civil and Administrative Tribunal Act 2009*.

2. GROUNDS FOR THIS APPLICATION

4. I have received a medical certificate, dated 17 February 2025, from my treating doctor, Dr Shaheed Kamil, which states that I suffer from anxiety, depression, and coronary artery disease. The certificate further states that interactions with my ex-partner have caused significant stress, anxiety, and chest pains, and that appearing at QCAT would exacerbate my symptoms. A copy of this certificate is annexed hereto and marked Annexure A.

5. Additionally, I have received hospital admissions documentation confirming that I am scheduled to undergo a heart procedure involving the placement of a stent on 27 March 2025, requiring hospitalisation. A copy of this documentation is annexed hereto and marked Annexure B.

6. As my hospitalisation and recovery overlap with the hearing date, I will be unable to appear or make submissions in person.

7. My Enduring Power of Attorney, Holly Tegan Dahm, is a suitable representative who is well-informed about the circumstances of this matter and is in a position to present my case effectively.

8. Given my medical incapacity, permitting Ms Dahm to act on my behalf ensures procedural fairness and allows the Tribunal to consider my case without undue delay.

3. RELIEF SOUGHT

9. I respectfully seek an order granting leave for my Enduring Power of Attorney, Holly Tegan Dahm, to represent me in these proceedings, in accordance with section 43 of the *Queensland Civil and Administrative Tribunal Act 2009*.

Dated this [insert date]

_____

Rhonda Ann Knyvett

The Applicant

QUEENSLAND CIVIL AND ADMINISTRATIVE TRIBUNAL

REGISTRY: Sandgate Magistrates Court

MATTER NO: Q1499-25

APPLICANT: Rhonda Ann Knyvett

FIRST RESPONDENT: Garth Wilfred Osborne

SECOND RESPONDENT: Ann Anthonisz

APPLICATION FOR A WARRANT OF POSSESSION

TO: The Registrar

Queensland Civil and Administrative Tribunal

Sandgate Magistrates Court

1. INTRODUCTION

1. I, Rhonda Ann Knyvett, the Applicant in this matter, apply for a Warrant of Possession pursuant to section 350 of the *Residential Tenancies and Rooming Accommodation Act 2008 (Qld)*.

2. This application is made:

a. In the context of the First and Second Respondents' failure to vacate the premises despite The Applicant having issued The Respondents with a valid and enforceable Notice to Leave in compliance with the relevant statutory requirements,

b. In anticipation of this Tribunal granting the Orders sought in my Originating Application in this matter,

c. Relies upon the Originating Application and affidavit evidence filed in that proceeding, the same nexus of material facts applying to each Application.

3. The tenancy was a periodic lease,

4. Since March 2024 I have, on several occasions, asked the Respondents to confirm they will vacate the property.

5. Despite these several requests, evidence of which has been filed in this proceeding, the Respondents have filed or refused to confirm when they will vacate the property.

6. I wish to retake possession of the property and return to residing there,

7. The Respondents' continued unlawful occupation of the property has prevented me from doing so.

6. I seek the enforcement of my right to access and reside in my own property,

2. PROPERTY DETAILS

5. The warrant is sought in relation to the property located at:

18 Magnetic Street, Boondall, QLD 4034.

6. The First Respondent, Garth Osborne, and Second Respondent, Ann Anthonisz, have continued to occupy the premises unlawfully beyond the termination period despite being given sufficient notice to vacate.

7. They have made unauthorised alterations to the property and have failed or refused to comply with the properly issued Notice of Inspection.

3. ATTEMPTS TO SECURE VOLUNTARY VACATION OF PREMISES

7. Since March 2024, I have made numerous written and verbal requests, acting by myself, my Enduring Power of Attorney Mrs Holly Dahm and my solicitor, Stuart Loudon of LOUDON LEGAL, to the Respondents to confirm their intention to vacate or to arrange a mutually agreeable departure date.

8. The Respondents failed to provide any response or commitment to vacating the property, despite my ongoing efforts to reach an amicable resolution.

9. Given their lack of engagement and refusal to acknowledge their obligation to vacate, I had no alternative but to issue a Notice to Leave in compliance with legislative requirements.

4. FAILURE TO VACATE AND OVERPAYMENT OF RENT

10. On 23 December 2024, a Notice to Leave was issued to the Respondents in accordance with legislative requirements, providing them with greater than the required notice period to vacate the property.

11. The Notice To Leave specified that the Respondents were required to vacate by 28 February 2025 in accordance with the issued Notice to Leave.

12. Despite this, the Respondents have failed to acknowledge their obligation to vacate and remain in unlawful occupation of the property.

13. The Respondents continued making rental payments beyond the termination date, despite being legally required to vacate the property.

14. The overpayment of rent beyond 28 February 2025 was refunded to the Respondents on 7 March 2025, in acknowledgement of the Respondents having no legal entitlement to remain residing in the property.

15. Notwithstanding this, the Respondents have refused to leave and continue to unlawfully occupy the property, preventing me, the registered owner of the property, from returning to and residing in my home.

5. HARDSHIP SUFFERED DUE TO UNLAWFUL OCCUPATION AND ATTEMPTS TO INTERFERE WITH LEGAL PROCEEDINGS

16. As the registered owner of the property, I am entitled to access and reside in my own home.

17. The Respondents have ignored my direction to leave the property and my having informed them that I wish to reside there.

17. The Respondents' continued unauthorised occupation of the property is causing me significant hardship, including:

a. Preventing me from regaining my independence and stability, by returning to live in my home.

b. Impacting my well-being, the uncertainty of this situation, and my inability to reside in my home, having caused me undue stress and distress.

c. Creating unnecessary legal and procedural obstacles, requiring ongoing efforts to enforce my rights.

18. The Respondents have engaged in conduct that has deliberately obstructed the course of justice, including:

a. Falsely lodging claims relating to alleged breaches of tenancy agreements, which have no legitimate basis.

b. Attempting to intimidate and coerce me into extending a lease or entering into a tenancy agreement against my wishes.

c. Providing false documentation and declarations in an attempt to misrepresent their legal position and avoid compliance with the Tribunal's orders.

d. Using the legal process as a means of delay and obstruction, preventing me from reclaiming my lawful residence

e. Ignoring and disregarding correspondence my solicitor sent to them regarding these matters.

.

19. I have exhausted all reasonable avenues to secure the Respondents' voluntary departure, and their refusal to vacate has left me with no remedy but to seek enforcement through a Warrant of Possession.

6. GROUNDS FOR WARRANT OF POSSESSION

20. The Respondents failed to comply with the lawfully issued Notice to Leave.

21. The tenancy was a periodic lease, and the Respondents were provided more than adequate notice to vacate.

22. No lawful justification exists for the Respondents' continued presence at the property.

23. The Respondents' unlawful occupation is preventing the homeowner from returning to reside at the property.

24. The Respondents have deliberately attempted to interfere with the lawful process through false claims, misrepresentation, and coercion.

25. The Applicant has no alternative remedy other than seeking enforcement through a Warrant of Possession.

7. RELIEF SOUGHT

26. I respectfully request that the Tribunal issue a Warrant of Possession, directing an authorised officer of the Queensland Police Service to enter the premises at 18 Magnetic Street, Boondall, QLD 4034 to remove the Respondents and any other occupants, along with their assets.

27. I further request that the warrant be executed as soon as possible to prevent further detriment to me as the rightful homeowner.

Dated this [insert date]

_____

Rhonda Ann Knyvett

The Applicant

Subject: Re: Review of Draft Application, QCAT Documents & Rental Payments
Date: Thursday, 13 March 2025 at 9:41:02 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg

Thanks Stuart, much appreciated.

Sent from my iPhone

> On 13 Mar 2025, at 9:37 am, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
>
> Holly and Riki,
>
> The form for the Affidavit of Service is attached. To contain costs I am happy for you to complete it then email it to me for review.
>
> I am happy to meet you to witness you deposing to it.
>
> Please let me know when suits.
> Yours faithfully,
>
> **STUART LOUDON**
> Director and Court-Appointed Costs Assessor
>
> <image001.jpg>
>
> Website: www.Loudonlegal.com.au
> Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
> E-MAIL: STUART@LOUDONLEGAL.COM.AU
>
> FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true
>
> PLEASE NOTE:
> RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
> This email (and its attachments and other content) may be confidential or privileged.
> If you are not the intended recipient, then please:
> 1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
> 2. Delete it from your records without forwarding or showing it to anyone.
>
> Email scammers may target law practices, and their clients.
> Please therefore:
> 1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
> 2. Look for emails with bank account details that appear altered.
>
> ---
>
> **From:** Stuart Loudon
> **Sent:** Thursday, 13 March 2025 9:32 AM
> **To:** Holly Osborne <hollyteganosborne@hotmail.com>; Riki Dahm <rikidahm84@gmail.com>
> **Subject:** RE: Review of Draft Application, QCAT Documents & Rental Payments
>
> Hi Holly
> **Application for Warrant of Possession**
> I did not correct the clause numbering when I suggested amendments as I thought you may amend it further so this needs to be sorted out and the numbering made consistent. Otherwise I am happy with it.
> A minor formatting point but having the text aligned to fill the line will optimise the look of the document.
>
> **Application for Representation**
> I am happy with this but you initially seek Riki appointed then later Holly. This should be the same in each case.
> I would suggest adding after you believe Riki is suitable " as he knows my wishes and needs, and is sufficiently informed to act on my behalf."
>
> Stuart
>
> ---
>
> **From:** Holly Osborne <hollyteganosborne@hotmail.com>
> **Sent:** Tuesday, 11 March 2025 7:53 PM
> **To:** Stuart Loudon <Stuart@loudonlegal.com.au>; Riki Dahm <rikidahm84@gmail.com>
> **Subject:** Review of Draft Application, QCAT Documents & Rental Payments
> **Importance:** High
>
> Hi Stuart
> Great work on the letter, please advise once finalised and I will upload to QCAT.
>
> I have attached the draft **Application for Representation** and **Warrant of Possession**, incorporating your requested changes set out in the attached email. Could you review them, particularly any sections requiring updates related to the **EPOA**? I have made amendments where I was referenced.
>
> Additionally, please **confirm** whether we need to provide an affidavit of service before finalising the application.
>
> I wanted to flag the most recent QCAT documents uploaded to the ATO Portal on 10 March 2025. These again raise issues concerning me, now in relation to my Queensland Police Service complaint, which I made in a private capacity. At the time, I had a genuine belief that the information was true. Upon confirming that the funds had in fact been paid, I withdrew the complaint.

Rental Payment Information:

- The respondent, Garth, made a full two-week payment on or around Monday, 24 March 2025.
- Five days' rent was retained, and the remaining nine days ($515) was returned to the respondent on or around 6 March.
- On 27 March, the respondent made a further payment of $800 for another two-week period, prior to $800 of rent being returned.

Please review the attached documents, make any necessary edits, and provide the final versions so I can arrange certification and submission.

Let me know if you need anything further.

Thanks,

Holly

<form-09-affidavit-of-service.pdf>

Subject: Re: Review of Draft Application, QCAT Documents & Rental Payments
Date: Thursday, 13 March 2025 at 8:50:13 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>, Riki Dahm <rikidahm84@gmail.com>
Priority: High

Morning Stuart

Checking in on the warrant of possession and notice to seek leave. I will be certifying the documents today, and submitting to QCAT. Could you advise by mid-afternoon if you suggest any further changes.

Thank you.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 11 March 2025 7:53 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>; Riki Dahm <rikidahm84@gmail.com>
Subject: Review of Draft Application, QCAT Documents & Rental Payments

Hi Stuart
Great work on the letter, please advise once finalised and I will upload to QCAT.

I have attached the draft **Application for Representation** and **Warrant of Possession**, incorporating your requested changes set out in the attached email. Could you review them, particularly any sections requiring updates related to the **EPOA**? I have made amendments where I was referenced.

Additionally, please **confirm** whether we need to provide an affidavit of service before finalising the application.

I wanted to flag the most recent QCAT documents uploaded to the ATO Portal on 10 March 2025. These again raise issues concerning me, now in relation to my Queensland Police Service complaint, which I made in a private capacity. At the time, I had a genuine belief that the information was true. Upon confirming that the funds had in fact been paid, I withdrew the complaint.

Rental Payment Information:

- The respondent, Garth, made a full two-week payment on or around Monday, 24 March 2025.
- Five days' rent was retained, and the remaining nine days ($515) was returned to the respondent on or around 6 March.
- On 27 March, the respondent made a further payment of $800 for another two-week period, prior to $800 of rent being returned.

Please review the attached documents, make any necessary edits, and provide the final versions so I can arrange certification and submission.

Let me know if you need anything further.

Thanks,

Holly

Subject: Review of Draft Application, QCAT Documents & Rental Payments
Date: Tuesday, 11 March 2025 at 7:53:09 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>, Riki Dahm <rikidahm84@gmail.com>
Priority: High
Attachments: RE: Drafts for Review & Next Steps .eml, RHONDA ANN KNYVETT - APPLICATION FOR A WARRANT OF POSSESSION.docx, RHONDA ANN KNYVETT - APPLICATION FOR REPRESENTATION.docx, Garth Osborne & Ann Anthonize statement 10.03.2025 page 2.jpg, Garth Osborne & Ann Anthonize statement 10.03.2025.jpg

Hi Stuart
Great work on the letter, please advise once finalised and I will upload to QCAT.

I have attached the draft **Application for Representation** and **Warrant of Possession**, incorporating your requested changes set out in the attached email. Could you review them, particularly any sections requiring updates related to the **EPOA**? I have made amendments where I was referenced.

Additionally, please **confirm** whether we need to provide an affidavit of service before finalising the application.

I wanted to flag the most recent QCAT documents uploaded to the ATO Portal on 10 March 2025. These again raise issues concerning me, now in relation to my Queensland Police Service complaint, which I made in a private capacity. At the time, I had a genuine belief that the information was true. Upon confirming that the funds had in fact been paid, I withdrew the complaint.

Rental Payment Information:

- The respondent, Garth, made a full two-week payment on or around Monday, 24 March 2025.
- Five days' rent was retained, and the remaining nine days ($515) was returned to the respondent on or around 6 March.
- On 27 March, the respondent made a further payment of $800 for another two-week period, prior to $800 of rent being returned.

Please review the attached documents, make any necessary edits, and provide the final versions so I can arrange certification and submission.

Let me know if you need anything further.

Thanks,

Holly

Subject: EPOA dated 9.03.2025 - Rhonda Ann Knyvett
Date: Tuesday, 11 March 2025 at 1:00:22 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Simon Thompson <Simon@lifelegacylegal.com.au>, Stuart Loudon <Stuart@loudonlegal.com.au>, Tammy Slater <tammys@gillandlane.com.au>, Simon Thompson <Simon@lifelegacylegal.com.au>, Honda.r@hotmail.com <honda.r@hotmail.com>, Michelle Tesch <Michelle@gillandlane.com.au>
Priority: High
Category: 18 MAG. WILL. EPOA. RHONDA , Louden Legal, H & W
Attachments: EPOA 9.03.2025.zip

Afternoon

Please find attached enduring power of attorney (EPOA) dated **9.03.2025** naming Holly Dahm, and Riki Dahm as EPOA severely for Rhonda Ann Knyvett.
@Honda.r@hotmail.com as required, I am notifying you that the EPOA has been enlivened.
A scanned copy will be provided shortly.

Kind regards
Holly

Contact details

Rhonda Ann Knyvett
honda.r@hotmail.com
0413 688 334

Riki Lee Dahm
rikidahm@gmail.com
0421 161 433

Holly Tegan Dahm
hollyteganosborne@hotmail.com
0401219842

Subject: Re: GW & AA - QCase material filed, not yet served
Date: Monday, 10 March 2025 at 2:05:58 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>, Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg, image001.jpg

Thank you
Please note we have decided Riki is best placed to represent Rhonda.
Emailing you the EPOA shortly.

Sent from my iPhone

On 10 Mar 2025, at 11:47 am, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Hi Holly,

I note the content of your emails.

There are several matters to address which I will be in touch about with view to finalising everything mid-week.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.
Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

I am attending to remaining matters

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Saturday, 8 March 2025 10:24 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Re: GW & AA - QCase material filed, not yet served

Thanks.

If it helps, I'd welcome you petitioning to represent Rhonda. Alternatively, Rhonda is arranging a new EPOA

appointing both Riki and I. If it complicates matters, we can wait until the dispute has been heard before finalising a new EPOA.

The priority is ensuring the matter is heard and Rhonda has proper representation.

Let me know if any action is needed

Holly

On 8 Mar 2025, at 7:57 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Thank you Holly,

I will send you a letter for inclusion with your material making submissions regarding the application for representation.
I am of the firm view that your mother requires representation, and that the epoa is valid.
Stusrt

Get Outlook for iOS

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Saturday, March 8, 2025 6:33:16 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>; Riki Dahm <rikidahm84@gmail.com>
Subject: GW & AA - QCase material filed, not yet served

Hi Stuart,
I've attached the documents submitted to QCAT and uploaded to QCase .

You already have the materials served by registered post on February 27th and 28th. It appears Garth might be delaying submissions as a strategy, possibly unaware of our QCase portal access.

Additionally, our delay in uploading Rhonda's medical certificate and application for representation may give us the advantage. The medical advice dated 18 Feb (**attached**), and cardiac procedure taking place on the 27 March (**attached**) should provide a compelling case for representation either through the Enduring Power of Attorney or by legal representation.....

Interestingly, a stat dec from Sue Wise (Ann Anthonisz sister-in-law) includes the email dated 30 December 2024 in which the respondents attempt to blackmail Rhonda. The email trail was shared with Sue by FB messenger, when she asked if I intended to send the document I said so. It was subsequently deleted. I'm not aware of any request for this matter to be kept from the public, so I don't believe this is an issue.

Also, whilst irrelevant to the matter, the stat dec provided by Lois (Garth's sister), referring to a 'message' that she received, was a post written on my Facebook, and Instagram page, no direct message has been sent.

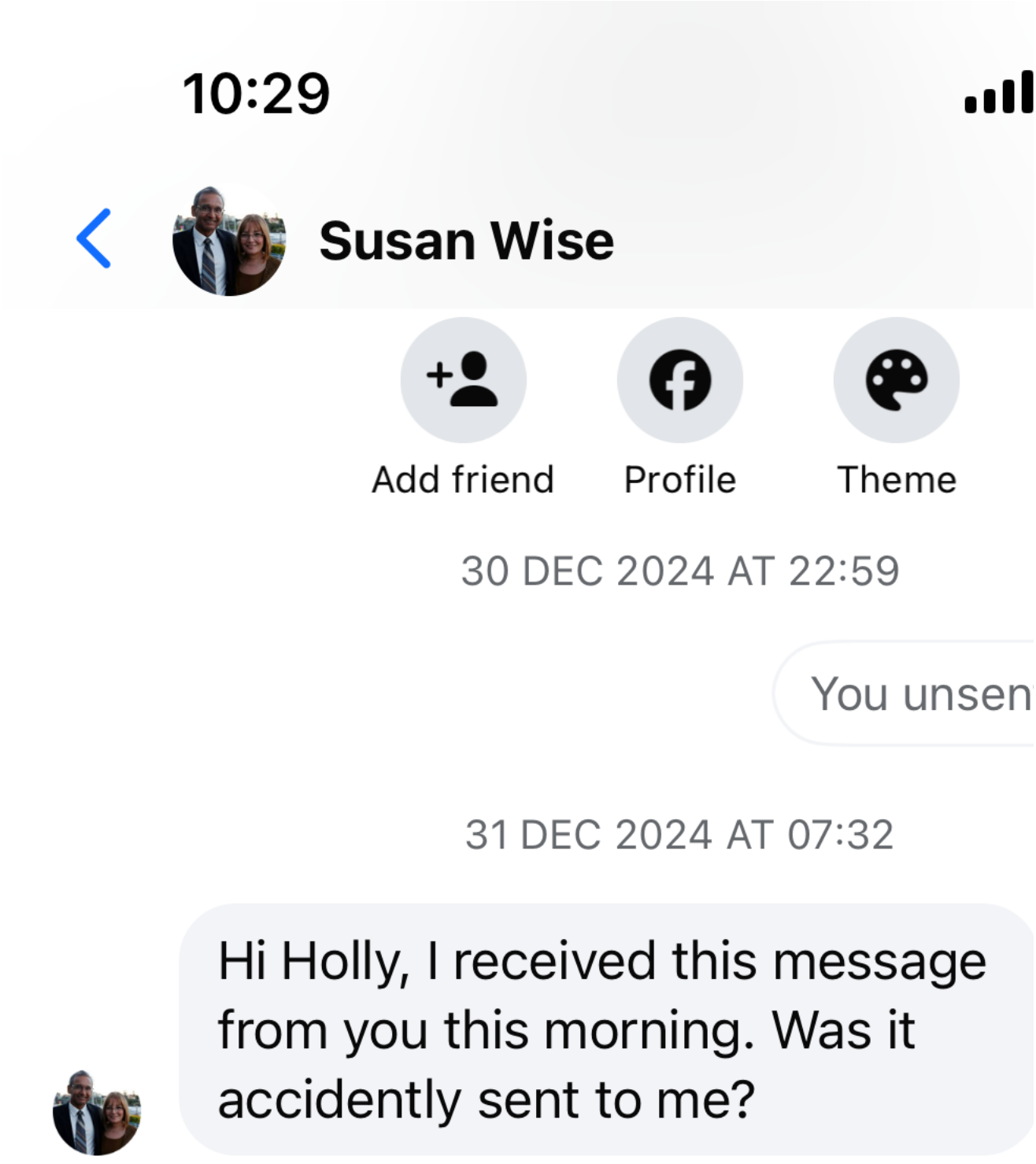
Happy to chat further, could you please consider any edits or further materials required.

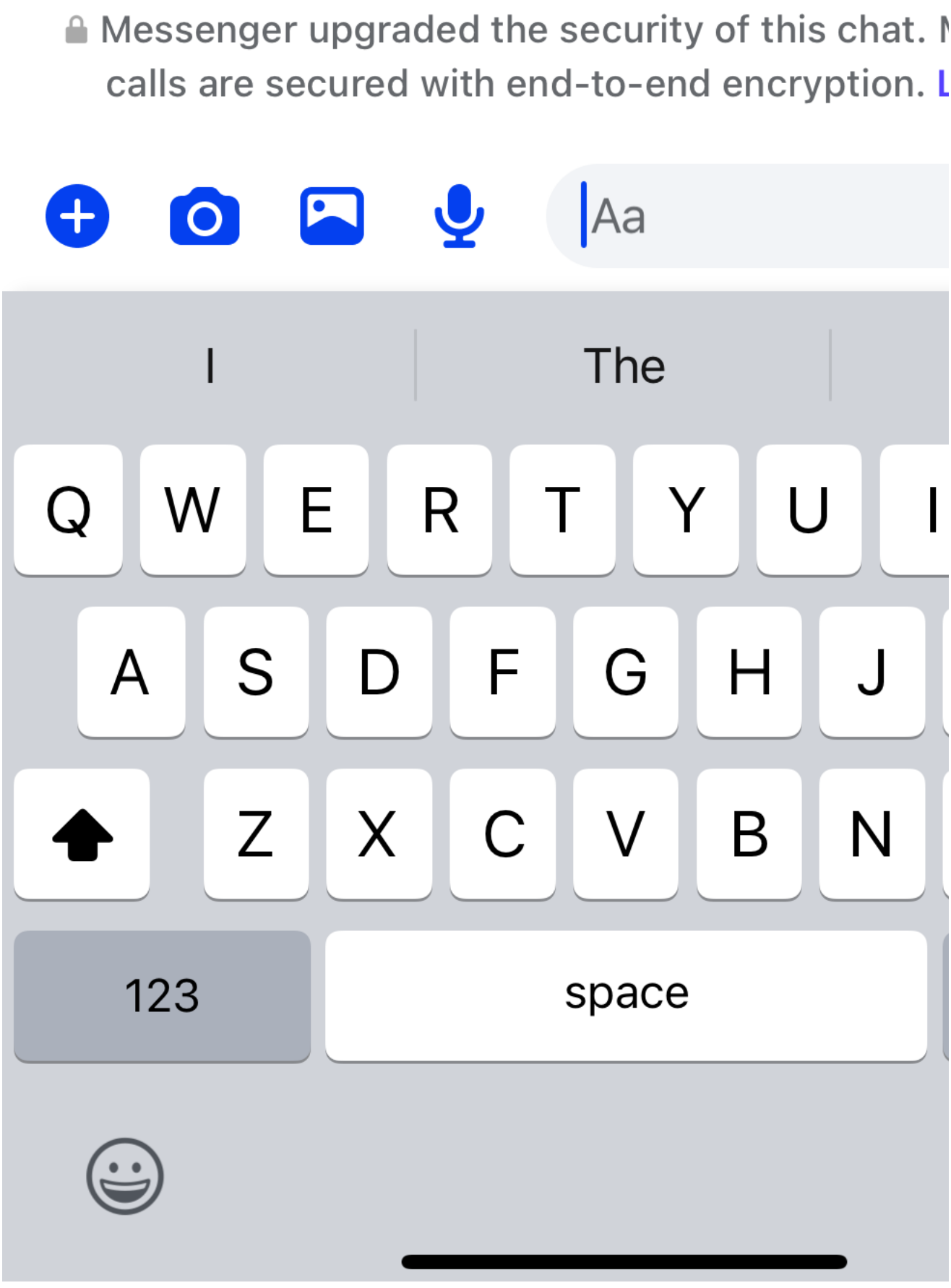
Thank you

Holly

Subject: Re: GW & AA - QCase material filed, not yet served
Date: Saturday, 8 March 2025 at 10:34:21 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Attachments: image0.png

Sorry, typo in my email sent at 6.33pm. Sue asked if it was accidentally sent, to which I replied “yes, sorry”, not “so”.




Messenger upgraded the security of this chat. M
calls are secured with end-to-end encryption. L
Aa
I
The
Q W E R T Y U I
A S D F G H J
Z X C V B N
123
space

Sent from my iPhone

On 8 Mar 2025, at 7:57 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Thank you Holly,

I will send you a letter for inclusion with your material making submissions regarding the application for representation.
I am of the firm view that your mother requires representation, and that the epoa is valid.
Stusrt

Get Outlook for iOS

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Saturday, March 8, 2025 6:33:16 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>; Riki Dahm <rikidahm84@gmail.com>
Subject: GW & AA - QCase material filed, not yet served

Hi Stuart,
I've attached the documents submitted to QCAT and uploaded to QCase .

You already have the materials served by registered post on February 27th and 28th. It appears Garth might be delaying submissions as a strategy, possibly unaware of our QCase portal access.

Additionally, our delay in uploading Rhonda's medical certificate and application for representation may give us the advantage. The medical advice dated 18 Feb (**attached**), and cardiac procedure taking place on the 27 March (**attached**) should provide a compelling case for representation either through the Enduring Power of Attorney or by legal representation.....

Interestingly, a stat dec from Sue Wise (Ann Anthonisz sister-in-law) includes the email dated 30 December 2024 in which the respondents attempt to blackmail Rhonda. The email trail was shared with Sue by FB messenger, when she asked if I intended to send the document I said so. It was subsequently deleted. I'm not aware of any request for this matter to be kept from the public, so I don't believe this is an issue.

Also, whilst irrelevant to the matter, the stat dec provided by Lois (Garth's sister), referring to a 'message' that she received, was a post written on my Facebook, and Instagram page, no direct message has been sent.

Happy to chat further, could you please consider any edits or further materials required.

Thank you

Holly

Subject: Re: GW & AA - QCase material filed, not yet served
Date: Saturday, 8 March 2025 at 10:23:52 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>

Thanks.

If it helps, I'd welcome you petitioning to represent Rhonda. Alternatively, Rhonda is arranging a new EPOA appointing both Riki and I. If it complicates matters, we can wait until the dispute has been heard before finalising a new EPOA.

The priority is ensuring the matter is heard and Rhonda has proper representation.

Let me know if any action is needed

Holly

> On 8 Mar 2025, at 7:57 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
>
> Thank you Holly,
>
> I will send you a letter for inclusion with your material making submissions regarding the application for representation.
> I am of the firm view that your mother requires representation, and that the epoa is valid.
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> Get Outlook for iOS
>
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> **Sent:** Saturday, March 8, 2025 6:33:16 PM
> **To:** Stuart Loudon <Stuart@loudonlegal.com.au>; Riki Dahm <rikidahm84@gmail.com>
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>
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> I've attached the documents submitted to QCAT and uploaded to QCase .
>
> You already have the materials served by registered post on February 27th and 28th. It appears Garth might be delaying submissions as a strategy, possibly unaware of our QCase portal access.
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> Also, whilst irrelevant to the matter, the stat dec provided by Lois (Garth's sister), referring to a 'message' that she received, was a post written on my Facebook, and Instagram page, no direct message has been sent.
>
> Happy to chat further, could you please consider any edits or further materials required.
>
> Thank you
>
> Holly

Subject: Complaint Withdrawal & Next Steps
Date: Saturday, 8 March 2025 at 7:56:26 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>, Riki Dahm <rikidahm84@gmail.com>

Hi Stuart,

Based on available information, it appears I was mistaken about the cheque. I have withdrawn the complaint with QPS.

The contempt complaint is no longer an option, we shall have to proceed as planned.

Holly

Subject: GW & AA - QCase material filed, not yet served
Date: Saturday, 8 March 2025 at 6:33:17 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>, Riki Dahm <rikidahm84@gmail.com>
Priority: High
Attachments: Rhonda Ann Knyvett - Medical advice and recommendations dated 18.02.2025.pdf, QCase documentation.zip, Rhonda Ann Knyvett - Cardiac Unit, Prince Charles, Hospital Admission for cardia procedure 27 March 2025.jpg

Hi Stuart,
I've attached the documents submitted to QCAT and uploaded to QCase .

You already have the materials served by registered post on February 27th and 28th. It appears Garth might be delaying submissions as a strategy, possibly unaware of our QCase portal access.

Additionally, our delay in uploading Rhonda's medical certificate and application for representation may give us the advantage. The medical advice dated 18 Feb (**attached**), and cardiac procedure taking place on the 27 March (**attached**) should provide a compelling case for representation either through the Enduring Power of Attorney or by legal representation.....

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Also, whilst irrelevant to the matter, the stat dec provided by Lois (Garth's sister), referring to a 'message' that she received, was a post written on my Facebook, and Instagram page, no direct message has been sent.

Happy to chat further, could you please consider any edits or further materials required.

Thank you

Holly

Subject: Re: Drafts for Review & Next Steps
Date: Saturday, 8 March 2025 at 1:03:57 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Attachments: image001.jpg

Thanks.

I'll keep an eye out for the complaint of contempt.

Let me know if there's anything else you need in the meantime.

> On 8 Mar 2025, at 10:00 am, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
>
> Hi Holly,
>
> Re the representation, if appropriate please consider including a reference to your Mum's difficulty with verbal presentation or the cognitive impact of her medical situation. I am otherwise happy with it.
> Yours faithfully,
>
> **STUART LOUDON**
> Director and Court-Appointed Costs Assessor
>
> <image001.jpg>
>
> Website: www.Loudonlegal.com.au
> Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
> E-MAIL: STUART@LOUDONLEGAL.COM.AU
>
> FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true
>
> PLEASE NOTE:
> RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
> This email (and its attachments and other content) may be confidential or privileged.
> If you are not the intended recipient, then please:
> 1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
> 2. Delete it from your records without forwarding or showing it to anyone.
>
> Email scammers may target law practices, and their clients.
> Please therefore:
> 1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
> 2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Friday, 7 March 2025 10:41 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Drafts for Review & Next Steps

Hi Stuart,

Given this wild weather, I've had some time to attempt drafting the Warrant of Possession, however it very much needs your expertise.

Also, I have drafted an Application for Representation on behalf of Rhonda, using the medical certificate and hospital admission as justification.

Also, we will need to finalise the contempt of court complaint draft.

Once the finalised, it would be great to meet up, hopefully after this cyclone passes.

As I understand it, all documentation needs to be submitted seven days before the hearing. Given the hearing is on 28 March, it would be ideal to submit everything by 20 March to allow a buffer.

Stay safe, and talk soon,

Holly

QUEENSLAND CIVIL AND ADMINISTRATIVE TRIBUNAL

REGISTRY: Sandgate Magistrates Court

MATTER NO: Q1499-25

THE APPLICANT: Rhonda Ann Knyvett

FIRST RESPONDENT: Garth Wilfred Osborne

SECOND RESPONDENT: Ann Anthonisz

APPLICATION FOR REPRESENTATION UNDER SECTION 43 OF THE QUEENSLAND CIVIL AND ADMINISTRATIVE TRIBUNAL ACT 2009

TO: The Registrar

Queensland Civil and Administrative Tribunal

Sandgate Magistrates Court

FROM: Rhonda Knyvett, Applicant

1. INTRODUCTION

1. I, Rhonda Ann Knyvett, am the Applicant in these proceedings concerning a residential tenancy dispute.

2. Due to my medical condition, I am unable to personally attend or participate in the hearing scheduled for 28 March 2025.

3. I seek leave of the Tribunal to be represented by my Enduring Power of Attorney, Holly Tegan Dahm, pursuant to section 43 of the *Queensland Civil and Administrative Tribunal Act 2009.*

2. GROUNDS FOR THIS APPLICATION

4. I have received a medical certificate, dated 17 February 2025, from my treating doctor, Dr Shaheed Kamil, which states that I suffer from anxiety, depression, and coronary artery disease. The certificate further states that interactions with my ex-partner have caused significant stress, anxiety, and chest pains, and that appearing at QCAT would exacerbate my symptoms. A copy of this certificate is annexed hereto and marked Annexure A.

5. Additionally, I have received hospital admissions documentation confirming that I am scheduled to undergo a heart procedure involving the placement of a stent on 27 March 2025, requiring hospitalisation. A copy of this documentation is annexed hereto and marked Annexure B.

6. As my hospitalisation and recovery overlap with the hearing date, I will be unable to appear or make submissions in person.

7. My Enduring Power of Attorney, Holly Tegan Dahm, is a suitable representative who is well-informed about the circumstances of this matter and is in a position to present my case effectively.

8. Given my medical incapacity, permitting Ms Dahm to act on my behalf ensures procedural fairness and allows the Tribunal to consider my case without undue delay.

3. RELIEF SOUGHT

9. I respectfully seek an order granting leave for my Enduring Power of Attorney, Holly Tegan Dahm, to represent me in these proceedings, in accordance with section 43 of the *Queensland Civil and Administrative Tribunal Act 2009*.

Dated this [insert date]

_____

Rhonda Ann Knyvett

The Applicant

QUEENSLAND CIVIL AND ADMINISTRATIVE TRIBUNAL

REGISTRY: Sandgate Magistrates Court

MATTER NO: Q1499-25

APPLICANT: Rhonda Ann Knyvett

FIRST RESPONDENT: Garth Wilfred Osborne

SECOND RESPONDENT: Ann Anthonisz

APPLICATION FOR A WARRANT OF POSSESSION

TO: The Registrar

Queensland Civil and Administrative Tribunal

Sandgate Magistrates Court

1. INTRODUCTION

1. I, Rhonda Ann Knyvett, the Applicant in this matter, apply for a Warrant of Possession pursuant to section 350 of the Residential Tenancies and Rooming Accommodation Act 2008 (Qld).

2. This application is made following the Tribunal's determination of the tenancy dispute in my favour and the First and Second Respondents' failure to vacate the premises despite being issued a lawful Notice to Leave in accordance with legislative requirements.

3. The tenancy was a periodic lease, and I have made repeated attempts since March 2024 to request confirmation from the Respondents regarding their intention to vacate or to secure their voluntary departure from the property.

4. As the homeowner, I seek the enforcement of my right to access and reside in my own property, which the Respondents' continued unlawful occupation has unreasonably prevented.

2. PROPERTY DETAILS

5. The warrant is sought in relation to the premises located at:

18 Magnetic Street, Boondall, QLD 4034.

6. The First Respondent, Garth Osborne, and Second Respondent, Ann Anthonisz, have continued to occupy the premises unlawfully beyond the termination period despite being given sufficient notice to vacate.

3. ATTEMPTS TO SECURE VOLUNTARY VACATION OF PREMISES

7. Since March 2024, I have made numerous written and verbal requests to the Respondents to confirm their intention to vacate or to arrange a mutually agreeable departure date.

8. The Respondents failed to provide any response or commitment to vacating the property, despite my ongoing efforts to reach an amicable resolution.

9. Given their lack of engagement and refusal to acknowledge their obligation to vacate, I had no alternative but to issue a Notice to Leave in compliance with legislative requirements.

4. FAILURE TO VACATE AND OVERPAYMENT OF RENT

10. On 23 December 2024, a Notice to Leave was issued to the Respondents in accordance with legislative requirements, providing them with greater than the required notice period to vacate the premises.

11. The Respondents were required to vacate by 28 February 2025 in accordance with the issued Notice to Leave.

12. Despite this, the Respondents have failed to acknowledge their obligation to vacate and remain in unlawful occupation of the premises.

13. The Respondents continued making rental payments beyond the termination date, despite being legally required to vacate the property.

14. The overpayment of rent beyond 28 February 2025 was refunded to the Respondents on 7 March 2025, confirming that they have no lawful entitlement to remain at the premises.

15. Notwithstanding this, the Respondents have refused to leave and continue to unlawfully occupy the property, preventing me, the lawful owner, from returning to and residing in my home.

5. HARDSHIP SUFFERED DUE TO UNLAWFUL OCCUPATION AND ATTEMPTS TO INTERFERE WITH LEGAL PROCEEDINGS

16. As the rightful owner and intended occupant, I am entitled to access and reside in my own home.

17. The Respondents' continued unauthorised occupation is causing significant hardship, including:

a. Preventing me from regaining my independence and stability, as I am unable to return to my home.

b. Impacting my well-being, as this prolonged occupation has caused undue stress and distress.

c. Creating unnecessary legal and procedural obstacles, requiring ongoing efforts to enforce my rights.

18. The Respondents have engaged in conduct that has deliberately obstructed the course of justice, including:

a. Falsely lodging claims relating to alleged breaches of tenancy agreements, which have no legitimate basis.

b. Attempting to intimidate and coerce me into extending a lease or entering into a tenancy agreement against my wishes.

c. Providing false documentation and declarations in an attempt to misrepresent their legal position and avoid compliance with the Tribunal's orders.

d. Using the legal process as a means of delay and obstruction, preventing me from reclaiming my lawful residence.

19. I have exhausted all reasonable avenues to secure the Respondents' voluntary departure, and their refusal to vacate has left me with no alternative remedy but to seek enforcement through a Warrant of Possession.

6. GROUNDS FOR WARRANT OF POSSESSION

20. The Respondents failed to comply with the lawfully issued Notice to Leave.

21. The tenancy was a periodic lease, and the Respondents were provided more than adequate notice to vacate.

22. No lawful justification exists for the Respondents' continued presence at the property.

23. The Respondents' unlawful occupation is preventing the homeowner from returning to reside at the property.

24. The Respondents have deliberately attempted to interfere with the lawful process through false claims, misrepresentation, and coercion.

25. The Applicant has no alternative remedy other than seeking enforcement through a Warrant of Possession.

7. RELIEF SOUGHT

26. I respectfully request that the Tribunal issue a Warrant of Possession, directing an authorised officer of the Queensland Police Service to enter the premises at 18 Magnetic Street, Boondall, QLD 4034 and remove the Respondents and any other occupants.

27. I further request that the warrant be executed as soon as possible to prevent further detriment to me as the rightful homeowner.

Dated this [insert date]

_____

Rhonda Ann Knyvett

The Applicant

Subject: Re: Your matters
Date: Saturday, 8 March 2025 at 9:09:47 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Category: Louden Legal
Attachments: image001.jpg

Sounds good.
Sent from my iPhone

> On 8 Mar 2025, at 8:44 am, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
>
> Hi Holly,
>
> Given that the threat weatherwise has been downgraded substantially I am back in the office.
>
> I will respond to outstanding matters this weekend.
>
> Stay safe.
>
> Stuart
>
> Yours faithfully,
>
> **STUART LOUDON**
> Director and Court-Appointed Costs Assessor
>
> <image001.jpg>
>
> Website: www.Loudonlegal.com.au
> Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
> E-MAIL: STUART@LOUDONLEGAL.COM.AU
>
> FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true
>
> PLEASE NOTE:
> RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
> This email (and its attachments and other content) may be confidential or privileged.
> If you are not the intended recipient, then please:
> 1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
> 2. Delete it from your records without forwarding or showing it to anyone.
>
> Email scammers may target law practices, and their clients.
> Please therefore:
> 1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
> 2. Look for emails with bank account details that appear altered.

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Date: Friday, 7 March 2025 at 10:41:06 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>

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As I understand it, all documentation needs to be submitted seven days before the hearing. Given the hearing is on 28 March, it would be ideal to submit everything by 20 March to allow a buffer.

Stay safe, and talk soon,

Holly

QUEENSLAND CIVIL AND ADMINISTRATIVE TRIBUNAL

REGISTRY: Sandgate Magistrates Court

MATTER NO: Q1499-25

THE APPLICANT: Rhonda Ann Knyvett

FIRST RESPONDENT: Garth Wilfred Osborne

SECOND RESPONDENT: Ann Anthonisz

APPLICATION FOR REPRESENTATION UNDER SECTION 43 OF THE QUEENSLAND CIVIL AND ADMINISTRATIVE TRIBUNAL ACT 2009

TO: The Registrar

Queensland Civil and Administrative Tribunal

Sandgate Magistrates Court

FROM: Rhonda Knyvett, Applicant

1. INTRODUCTION

1. I, Rhonda Ann Knyvett, am the Applicant in these proceedings concerning a residential tenancy dispute.

2. Due to my medical condition, I am unable to personally attend or participate in the hearing scheduled for 28 March 2025.

3. I seek leave of the Tribunal to be represented by my Enduring Power of Attorney, Holly Tegan Dahm, pursuant to section 43 of the *Queensland Civil and Administrative Tribunal Act 2009.*

2. GROUNDS FOR THIS APPLICATION

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Dated this [insert date]

_____

Rhonda Ann Knyvett

The Applicant

QUEENSLAND CIVIL AND ADMINISTRATIVE TRIBUNAL

REGISTRY: Sandgate Magistrates Court

MATTER NO: Q1499-25

APPLICANT: Rhonda Ann Knyvett

FIRST RESPONDENT: Garth Wilfred Osborne

SECOND RESPONDENT: Ann Anthonisz

APPLICATION FOR A WARRANT OF POSSESSION

TO: The Registrar

Queensland Civil and Administrative Tribunal

Sandgate Magistrates Court

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7. Since March 2024, I have made numerous written and verbal requests to the Respondents to confirm their intention to vacate or to arrange a mutually agreeable departure date.

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9. Given their lack of engagement and refusal to acknowledge their obligation to vacate, I had no alternative but to issue a Notice to Leave in compliance with legislative requirements.

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a. Falsely lodging claims relating to alleged breaches of tenancy agreements, which have no legitimate basis.

b. Attempting to intimidate and coerce me into extending a lease or entering into a tenancy agreement against my wishes.

c. Providing false documentation and declarations in an attempt to misrepresent their legal position and avoid compliance with the Tribunal's orders.

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26. I respectfully request that the Tribunal issue a Warrant of Possession, directing an authorised officer of the Queensland Police Service to enter the premises at 18 Magnetic Street, Boondall, QLD 4034 and remove the Respondents and any other occupants.

27. I further request that the warrant be executed as soon as possible to prevent further detriment to me as the rightful homeowner.

Dated this [insert date]

_____

Rhonda Ann Knyvett

The Applicant

Subject: Re: Complaint - serious criminal offences [MCW-ACTIVE.FID2659967]
Date: Thursday, 6 March 2025 at 9:25:47 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Category: GARTH WILFRED OSBORNE
Attachments: image001.png

Hi Stuart,

I haven't quite finished the affidavits yet, but I'll get them done tomorrow and send them over for your review before the weekend.

With the cyclone possibly hitting on Saturday, we may need to adjust plans—let's see how things unfold.

Also, don't worry about reading that draft below. I'll respond next week, with something neutral. They're likely just probing, and I don't intend to give them anything beyond:

"*The matter is now with the relevant authorities, and I trust they will handle it in due course. Should legal representation be required, I will advise accordingly.*"

I wonder if he'll try to recall his submissions, either way, I still need to follow up with QPS so I can reference the complaint number in the contempt complaint I drafted and sent to you earlier in the week.

Chat soon.

Sent from my iPhone

> On 6 Mar 2025, at 7:23 pm, Holly Osborne <hollyteganosborne@hotmail.com> wrote:
>
> Hi Stuart,
>
> Interesting that the lawyers have emailed me directly, given their relevance to the SMSF matter, curious angle. Would love your thoughts.
>
> I don't consider you my legal representative for this complaint, as I've made it in my private capacity. I'll likely respond next week with the draft below.
>
> Also, could you take one final look at the contempt complaint? Let me know if you have any recommendations so we can finalise it this week. I'll also draft the affidavit around Rhonda's admissions for her procedure, do we need an affidavit from Rhonda as well, or just mine with the admissions documentation?
>
> Keen to hear your take.
>
> ———
>
> *Dear Chris*
>
> *I acknowledge your inquiry regarding my complaint to the Queensland Police Service (QPS). To clarify, this complaint has been made in my private capacity, as I am directly involved in the residential tenancy dispute proceedings. Additionally, in my capacity as the enduring power of attorney for Rhonda Knyvett, I have responsibilities concerning the self-managed superannuation fund (SMSF) matter. Based on the available evidence, there is a clear nexus between these matters.*
>
> *The complaint pertains to the respondent's involvement in the periodic tenancy arrangement, the falsification of information provided, and the broader implications of these actions in relation to the SMSF. My assessment of the evidence has led me to refer these concerns to QPS, a step I am lawfully entitled to take.*
>
> *Given that my disclosures have been appropriately confined to QPS and the relevant individuals, there is no basis for further discussion. Should you have any concerns, they should be directed to QPS at the appropriate time. I do not intend to engage in further correspondence on this matter.*
>
> *Kind regards,*
>
> *Holly*
>
> Sent from my iPhone
>
> Begin forwarded message:
>
> **From:** Holly Osborne <hollyteganosborne@hotmail.com>
> **Date:** 6 March 2025 at 6:49:14 pm AEST
> **To:** Holly Dahm <Holly.Dahm@treasury.qld.gov.au>

Subject: Fwd: Complaint - serious criminal offences [MCW-ACTIVE.FID2659967]

Respond Monday

Subject: Formal Complaint to Queensland Police Service

Dear [Chris],

I acknowledge your inquiry regarding my complaint to the Queensland Police Service (QPS). To clarify, this complaint has been made in my private capacity, as I am directly involved in the residential tenancy dispute proceedings. Additionally, in my capacity as the enduring power of attorney for Rhonda Abbott, I have responsibilities concerning the self-managed superannuation fund (SMSF) matter. Based on the available evidence, there is a clear nexus between these matters.

The complaint pertains to the respondent's involvement in the periodic tenancy arrangement, the falsification of information provided, and the broader implications of these actions in relation to the SMSF. My assessment of the evidence has led me to refer these concerns to QPS, a step I am lawfully entitled to take.

Given that my disclosures have been appropriately confined to QPS and the relevant individuals, there is no basis for further discussion. Should you have any concerns, they should be directed to QPS at the appropriate time. I do not intend to engage in further correspondence on this matter.

Kind regards,

[Your Name]

Sent from my iPhone

Begin forwarded message:

From: Chris Davis <CDavis@mcw.com.au>
Date: 6 March 2025 at 12:54:03 pm AEST
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: go56@bigpond.com, ann.z.shopz@gmail.com
Subject: RE: Complaint - serious criminal offences [MCW-ACTIVE.FID2659967]

Hello Holly

Would you please let me know if you and Rhonda are represented by lawyers in the complaint matter referred to below? If so please do provide details.

Kind regards

Chris

<image001.png>

Chris Davis
Principal

T +61 7 3014 6530
cdavis@mcw.com.au
BRISBANE | Level 23, Central Plaza, 345 Queen Street QLD 4000

mcw.com.au

Privacy Policy | EFT Transfers

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Wednesday, 5 March 2025 10:57 PM
To: Prosecutions.Sandgate@police.qld.gov.au
Cc: Chris Davis <CDavis@mcw.com.au>; go56@bigpond.com; ann.z.shopz@gmail.com
Subject: Complaint - serious criminal offences
Importance: High

Dear Sir/Madam,

I am writing to formally lodge a complaint against Mr Garth Wilfred Osborne and Ms Ann Anthonisz for actions that I believe constitute serious criminal offences, including but not limited to fraud, false declaration, and attempting to pervert the course of justice in a current Queensland Civil and Administrative Tribunal (QCAT) proceeding set for hearing on 28 March 2025 at Sandgate Magistrates Court.

I am the Enduring Power of Attorney on behalf of Ms Rhonda Ann Knyvett, the Applicant in QCAT proceedings involving the Respondents Mr Osborne and Ms Anthonisz. During these proceedings, the Respondents submitted and

served the following documents on 27 February 2025, and for a second time on 28 February 2025, serving an additional statement (4).

1. A bank statement from his Mr Osborne's personal NAB bank account
2. A cheque stub
3. An affidavit certified before a Justice of the Peace
4. A statement lodged with QCAT.

In these documents, Mr Osborne declared that a $10,000 cheque issued to Ms Knyvett was a gift. Mr Osborne and Ms Knyvett are co trustee's of a Self-Managed Superannuation Fund (SMSF). The SMSF financial operating statement for financial year ending 30 June 2023 records the $10,000 payment as a superannuation payment made to Ms Knyvett on page 5. The cheque cannot be a gift as it was recorded in the SMSF operating statement, and reported to Australian Tax Office in the SMSF annual tax lodgement.

Based on the available information, it is my interpretation that the Respondents, Mr Osborne and Ms Anthonisz, have allegedly engaged in conduct that may constitute serious offences, including but not limited to fraud, false declaration, and attempting to pervert the course of justice.

It appears that Mr Osborne knowingly misrepresented the nature of a $10,000 cheque payment, intentionally making a false declaration to a Justice of the Peace (JP). The document was certified, and the Respondents submitted the document to the QCAT as part of proceedings in Case No. Q1499-25, a residential tenancy dispute concerning a periodic lease. This false declaration was also served on the Applicant, Ms Knyvett, presented as evidence before QCAT.

Mr Osborne swore an affidavit before a JP, despite allegedly knowing the contents to be false, and subsequently submitted this affidavit to QCAT in an apparent attempt to mislead the Tribunal to secure a more favourable outcome. This affidavit appears to have been designed to falsely recharacterise the cheque payment made to Ms Knyvett, with the apparent objective of concealing the true nature of the transaction.

While the misleading information was served on behalf of both Respondents, Mr Osborne and Ms Anthonisz, it remains a key consideration whether Ms Anthonisz was aware that the statement was false. Based on the circumstances, it appears Ms Anthonisz stood to benefit from the misrepresentation, and if it is established that she had knowledge of the false statement and did not dispute its accuracy, she may be complicit in the deceptive conduct.

In Queensland law, accessorial liability may arise if an individual:

- Knowingly aids, abets, counsels, or procures the commission of an offence; or
- Intentionally participates in an act designed to mislead a legal process for personal gain.

The actions undertaken appear to be a deliberate attempt to pervert the course of justice by submitting false information to a legal authority, with the Respondents seemingly seeking to gain an advantage in a tenancy dispute. Given the seriousness of these allegations, this information is submitted in good faith for consideration by the relevant authorities, to determine whether criminal charges should be pursued against either or both Respondents.

Supporting evidence

- All documentation lodged with the QCAT and served to the Applicant on 27 February 2025 and 28 February 2025
- SMSF financial operating statement FY23

Contempt Application

Please be advised that I am in the process of preparing submissions and will lodge a complaint of contempt against the Respondents with the QCAT.

Request

Given the seriousness of the allegations against The Respondents, I respectfully request the issuance of a complaint number for this report and to be notified of public developments, such as charges or convictions.

As the evidence pertaining to these allegations remains preserved and cannot be altered, I have included Mr Osborne, Ms Anthonisz, and Mr Osborne's SMSF legal representative, Mr Davis, in this correspondence, ensuring the Respondents have the opportunity to proactively engage with enquiries initiated by the Queensland Police Service regarding this complaint. To assist with enquiries, the Respondents contact information is provided below. Should you require any additional information, please do not hesitate to contact me via phone at 0401 219 842 or by email.

Thank you for your attention to this serious matter.

Kind regards,

Holly Dahm

Enduring power of attorney

On behalf of Rhonda Ann Knyvett

CONTACT INFORMATION

Garth Wilfred Osborne
0407755084
Go56@bigpond.com.au
18 Magnetic Street
Boondall 4018
PO BOX 321
Taigum 4018

Ann Anthonisz
0401 072 389

ann.z.shopz@gmail.com
18 Magnetic Street
Boondall 4018
PO BOX 321
Taigum 4018

SMSF Legal Representation
Chris Davis
McInnes Wilson Lawyers
3014 6530
cdavis@mcw.com.au
Level 23, Central Plaza,
345 Queen Street

Subject: Fwd: Complaint - serious criminal offences [MCW-ACTIVE.FID2659967]
Date: Thursday, 6 March 2025 at 7:23:00 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Category: GARTH WILFRED OSBORNE
Attachments: image001.png

Hi Stuart,

Interesting that the lawyers have emailed me directly, given their relevance to the SMSF matter, curious angle. Would love your thoughts.

I don't consider you my legal representative for this complaint, as I've made it in my private capacity. I'll likely respond next week with the draft below.

Also, could you take one final look at the contempt complaint? Let me know if you have any recommendations so we can finalise it this week. I'll also draft the affidavit around Rhonda's admissions for her procedure, do we need an affidavit from Rhonda as well, or just mine with the admissions documentation?

Keen to hear your take.

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Kind regards,

Holly

Sent from my iPhone

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> **From:** Holly Osborne <hollyteganosborne@hotmail.com>
> **Date:** 6 March 2025 at 6:49:14 pm AEST
> **To:** Holly Dahm <Holly.Dahm@treasury.qld.gov.au>
> **Subject: Fwd: Complaint - serious criminal offences [MCW-ACTIVE.FID2659967]**
>
> Respond Monday
>
> Subject: Formal Complaint to Queensland Police Service
>
> Dear [Chris],
>
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[Your Name]

Sent from my iPhone

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> **Date:** 6 March 2025 at 12:54:03 pm AEST
> **To:** Holly Osborne <hollyteganosborne@hotmail.com>
> **Cc:** go56@bigpond.com, ann.z.shopz@gmail.com
> **Subject: RE: Complaint - serious criminal offences [MCW-ACTIVE.FID2659967]**
>
> Hello Holly
>
> Would you please let me know if you and Rhonda are represented by lawyers in the complaint matter referred to below? If so please do provide details.
>
> Kind regards
>
> Chris



From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Wednesday, 5 March 2025 10:57 PM
To: Prosecutions.Sandgate@police.qld.gov.au
Cc: Chris Davis <CDavis@mcw.com.au>; go56@bigpond.com; ann.z.shopz@gmail.com
Subject: Complaint - serious criminal offences
Importance: High

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I am the Enduring Power of Attorney on behalf of Ms Rhonda Ann Knyvett, the Applicant in QCAT proceedings

involving the Respondents Mr Osborne and Ms Anthonisz. During these proceedings, the Respondents submitted and served the following documents on 27 February 2025, and for a second time on 28 February 2025, serving an additional statement (4).

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Supporting evidence

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- SMSF financial operating statement FY23

Contempt Application

Please be advised that I am in the process of preparing submissions and will lodge a complaint of contempt against the Respondents with the QCAT.

Request

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As the evidence pertaining to these allegations remains preserved and cannot be altered, I have included Mr Osborne, Ms Anthonisz, and Mr Osborne's SMSF legal representative, Mr Davis, in this correspondence, ensuring the Respondents have the opportunity to proactively engage with enquiries initiated by the Queensland Police Service regarding this complaint. To assist with enquiries, the Respondents contact information is provided below. Should you require any additional information, please do not hesitate to contact me via phone at 0401 219 842 or by email.

Thank you for your attention to this serious matter.

Kind regards,

Holly Dahm

Enduring power of attorney

On behalf of Rhonda Ann Knyvett

CONTACT INFORMATION

Garth Wilfred Osborne
0407755084
Go56@bigpond.com.au
18 Magnetic Street
Boondall 4018
PO BOX 321
Taigum 4018

Ann Anthonisz
0401 072 389
ann.z.shopz@gmail.com

18 Magnetic Street
Boondall 4018
PO BOX 321
Taigum 4018

SMSF Legal Representation
Chris Davis
McInnes Wilson Lawyers
3014 6530
cdavis@mcw.com.au
Level 23, Central Plaza,
345 Queen Street

Subject: Re: DRAFT - Application for contempt
Date: Sunday, 2 March 2025 at 3:31:36 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg

Excellent, thank you.
Sent from my iPhone

> On 2 Mar 2025, at 2:12 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
>
> Holly,
>
> Any time in the morning would suit. Please let me know when suits.
> Yours faithfully,
>
> **STUART LOUDON**
> Director and Court-Appointed Costs Assessor
>
> <image001.jpg>
>
> Website: www.Loudonlegal.com.au
> Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
> E-MAIL: STUART@LOUDONLEGAL.COM.AU
>
> FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true
>
> PLEASE NOTE:
> RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
> This email (and its attachments and other content) may be confidential or privileged.
> If you are not the intended recipient, then please:
> 1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
> 2. Delete it from your records without forwarding or showing it to anyone.
>
> Email scammers may target law practices, and their clients.
> Please therefore:
> 1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
> 2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Sunday, 2 March 2025 1:42 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Re: DRAFT - Application for contempt

Hey Stuart

Gosh you set the bar high working on a weekend!

Thanks for coming back to me. I appreciate your advice for a more conservative approach, however give the overlap with the SMSF matter and the respondents information, I want to fully consider all factors before deciding.

Could we arrange a quick call Monday, do you have a preference on time?

Holly

Sent from my iPhone

> On 2 Mar 2025, at 12:18 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
>
> Hi Holly,
>
> Anything submitted in this matter should be addressed to both Respondents. Let them make the argument about Ann's role.
>
> I like the approach of the Application for Contempt, however I think it would be better strategy to take a more conservative approach. I would, instead, suggest a further affidavit stating much of the content you have included. I think the Application for Contempt could be interpreted as too heavy handed (however justified). Put the material before the Tribunal and let them form a response. We will already be lodging an Application for a Warrant of Possession so this with the affidavit and existing application, given the Respondents' failure to give any defence, should be sufficient.
>
> Please run the affidavit before me before signing.
>
> Any complaint to police can be dealt with separately and will give them more to battle.

I agree, as you suggested, that the self-harm statement (which is grubby and in bad faith to include as it is irrelevant to the application) could support an application to be legally represented.

I was out of the office for much of last week unexpectedly but will be in the office all this coming week.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.
Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Saturday, 1 March 2025 10:47 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: DRAFT - Application for contempt

Hi Stuart

Ahead of our discussion I've drafted a contempt complaint for QCAT regarding Garth's submission of false certified documents, including fraud, perjury, and attempting to pervert justice.

Should we also include his blackmail attempts and the falsified rental receipt to fabricate a lease? Additionally, given Ann's involvement, should we consider her liability, whether as an accessory, for aiding and abetting, or vicariously?

Looking forward to our discussion.

Holly

— —

APPLICATION FOR CONTEMPT OF TRIBUNAL

Applicant: Rhonda Ann Knyvett

Respondent: Garth Wilfred Osborne & Ann Anthonisz

1. INTRODUCTION

1.1 The Applicant, Rhonda Knyvett, files this complaint against the Respondent, Garth Wilfred Osborne, for contempt of the Queensland Civil and Administrative Tribunal (QCAT), pursuant to the Queensland Civil and Administrative Tribunal Act 2009 (Qld) and relevant provisions under the Criminal Code Act 1899 (Qld), including but not limited to fraud, false declarations, perjury, and attempting to pervert the course of justice.

1.2 The Respondent has knowingly submitted and served documents containing materially false and misleading information to the Tribunal, intending to deceive the Tribunal and interfere with the proper administration of justice.

2. GROUNDS OF CONTEMPT

2.1 False Declaration and Fraudulent Representation

(a) The Respondent has submitted and served on QCAT certified documents, including:

- A bank statement from his personal bank account;

- A cheque stub; and

- An affidavit statement certified before a Justice of the Peace (JP).

(b) The Respondent falsely declared that a $10,000 cheque issued to the Applicant was a gift, when in fact, the SMSF Operating Statement for the financial year ending 30 June 2023 records the same amount as a superannuation member payment.

(c) The cheque cannot simultaneously be classified as both a gift and a superannuation payment, meaning that the

Respondent has:

-Made a false declaration in an affidavit;

-Falsely represented material facts before QCAT; and

-Deliberately sought to mislead the Tribunal in a manner amounting to fraud.

2.2 Perjury under the Criminal Code Act 1899 (Qld)

(a) The Respondent has sworn an affidavit before a JP, knowing that the contents are false, constituting perjury under section 123 of the Criminal Code Act 1899 (Qld).

(b) The Respondents sworn statements misrepresent the nature of the $10,000 cheque and contradict the SMSF financial records.

2.3 Attempting to Pervert the Course of Justice

(a) The Respondents actions were clearly intended to:

Deceive QCAT;

-Falsely alter the characterisation of financial transactions; and

-Conceal breaches of superannuation and taxation laws.

(b) Given that the Respondents personal bank account was used for transfers involving the SMSF, his misrepresentation is part of a broader pattern of financial misconduct.

(c) By submitting and certifying false documents, the Respondent has engaged in conduct that constitutes attempting to pervert the course of justice under section 140 of the Criminal Code Act 1899 (Qld).

3. RELIEF SOUGHT

The Applicant seeks the following relief:

(a) That QCAT refer the matter to the appropriate prosecutorial authorities for investigation into fraud, false declaration, perjury, and attempting to pervert justice.

(b) That QCAT impose appropriate penalties and sanctions for contempt of Tribunal.

(c) That QCAT direct the Respondent to provide full and accurate disclosure of all financial transactions relating to the SMSF.

(d) That any evidence provided by the Respondent in relation to this matter be subjected to forensic financial examination.

4. CONCLUSION

The Respondent has knowingly and wilfully misled QCAT by providing certified false statements and documentation. His conduct is a direct affront to the integrity of the Tribunal and warrants immediate action to uphold the proper administration of justice.

Filed this XX day of March 2025.

Signed

Holly Dahm, Enduring Power of Attorney

On behalf of Rhonda Ann Knyvett

Sent from my iPhone

On 1 Mar 2025, at 5:47 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Hi Holly
I have some matters to cover with you re this so will be in touch tomorrow.
Stuart

Get Outlook for iOS

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Friday, February 28, 2025 9:20:14 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Re: Garth Osborne's Affidavit and Related Document

Hi Stuart

Today, we were served for a second time the same documentation, with the inclusion of a statement made by Garth Osborne. The statement was lodged with the Magistrates Court, and has not been certified (below).

I agree that his statement, provided after the fact, has no bearing on the lease. However, could we use his statement about Rhonda's diminished capability to further petition legal representation? Alternatively, I assume we can use it to it strengthens the case for me to represent her as her Enduring Power of Attorney,

supported by the medical certificates.

Irrespective to the above, the other certified materials served to the applicant, and submitted to QCAT provide evidence of fraud, false declaration, perjury, and attempting to pervert justice

In the SMSF financial statement associated with the ATO lodgement, Garth classified this $10,000 payment as Rhonda's member benefit payment for superannuation, whilst Rhonda was unaware of this, she has only ever received one $10,000 payment evidence in her only bank account (available). It cannot be both a gift and a member benefit payment (attached).

I intend to lodge a formal complaint with QPS. Please advise how we can integrate this into our QCAT submissions.

Let me know your thoughts, happy to discuss over the phone if that's easier.

Holly

<image1.jpeg>

> On 28 Feb 2025, at 1:26 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
>
> Holly
> This is irrelevant to the case. It will not help him. He has done nothing to
> Undermine Rhonda's evidence which will consequently be accepted.
> I suspect he may file something later.
> Stuart
>
> Get Outlook for iOS
>
> ---
>
> **From:** Holly Osborne <hollyteganosborne@hotmail.com>
> **Sent:** Friday, February 28, 2025 12:56:06 PM
> **To:** Stuart Loudon <Stuart@loudonlegal.com.au>
> **Cc:** Riki Dahm <rikidahm84@gmail.com>
> **Subject:** Garth Osborne's Affidavit and Related Document
>
> Dear Stuart,
>
> I have attached Garth Osborne's affidavit along with its attachments, including the NAB bank statement and the cheque sub, which were delivered via registered post yesterday, 27 February.
>
> Upon review, the affidavit appears to contain information unrelated to the periodic lease, neither supporting nor undermining his case. However, I am open to your perspective on this matter.
>
> Holly

Subject: Re: DRAFT - Application for contempt
Date: Sunday, 2 March 2025 at 1:42:06 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg, image001.jpg

Hey Stuart

Gosh you set the bar high working on a weekend!

Thanks for coming back to me. I appreciate your advice for a more conservative approach, however give the overlap with the SMSF matter and the respondents information, I want to fully consider all factors before deciding.

Could we arrange a quick call Monday, do you have a preference on time?

Holly

Sent from my iPhone

> On 2 Mar 2025, at 12:18 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
>
> Hi Holly,
>
> Anything submitted in this matter should be addressed to both Respondents. Let them make the argument about Ann's role.
>
> I like the approach of the Application for Contempt, however I think it would be better strategy to take a more conservative approach. I would, instead, suggest a further affidavit stating much of the content you have included. I think the Application for Contempt could be interpreted as too heavy handed (however justified). Put the material before the Tribunal and let them form a response. We will already be lodging an Application for a Warrant of Possession so this with the affidavit and existing application, given the Respondents' failure to give any defence, should be sufficient.
>
> Please run the affidavit before me before signing.
>
> Any complaint to police can be dealt with separately and will give them more to battle.
>
> I agree, as you suggested, that the self-harm statement (which is grubby and in bad faith to include as it is irrelevant to the application) could support an application to be legally represented.
>
> I was out of the office for much of last week unexpectedly but will be in the office all this coming week.
>
> Yours faithfully,
>
> **STUART LOUDON**
> Director and Court-Appointed Costs Assessor
>
> LOUDON LEGAL
>
> Website: www.Loudonlegal.com.au
> Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
> E-MAIL: STUART@LOUDONLEGAL.COM.AU
>
> FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true
>
> PLEASE NOTE:
> RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
> This email (and its attachments and other content) may be confidential or privileged.
> If you are not the intended recipient, then please:

1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

Email scammers may target law practices, and their clients.
Please therefore:

1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Saturday, 1 March 2025 10:47 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: DRAFT - Application for contempt

Hi Stuart

Ahead of our discussion I've drafted a contempt complaint for QCAT regarding Garth's submission of false certified documents, including fraud, perjury, and attempting to pervert justice.

Should we also include his blackmail attempts and the falsified rental receipt to fabricate a lease? Additionally, given Ann's involvement, should we consider her liability, whether as an accessory, for aiding and abetting, or vicariously?

Looking forward to our discussion.

Holly

——

APPLICATION FOR CONTEMPT OF TRIBUNAL

Applicant: Rhonda Ann Knyvett

Respondent: Garth Wilfred Osborne & Ann Anthonisz

1. INTRODUCTION

1.1 The Applicant, Rhonda Knyvett, files this complaint against the Respondent, Garth Wilfred Osborne, for contempt of the Queensland Civil and Administrative Tribunal (QCAT), pursuant to the Queensland Civil and Administrative Tribunal Act 2009 (Qld) and relevant provisions under the Criminal Code Act 1899 (Qld), including but not limited to fraud, false declarations, perjury, and attempting to pervert the course of justice.

1.2 The Respondent has knowingly submitted and served documents containing materially false and misleading information to the Tribunal, intending to deceive the Tribunal and interfere with the proper administration of justice.

2. GROUNDS OF CONTEMPT

2.1 False Declaration and Fraudulent Representation

(a) The Respondent has submitted and served on QCAT certified documents, including:

- A bank statement from his personal bank account;

- A cheque stub; and

- An affidavit statement certified before a Justice of the Peace (JP).

(b) The Respondent falsely declared that a $10,000 cheque issued to the Applicant was a gift, when in fact, the SMSF Operating Statement for the financial year ending 30 June 2023 records the same amount as a superannuation member payment.

(c) The cheque cannot simultaneously be classified as both a gift and a superannuation payment, meaning that the Respondent has:

-Made a false declaration in an affidavit;

-Falsely represented material facts before QCAT; and

-Deliberately sought to mislead the Tribunal in a manner amounting to fraud.

2.2 Perjury under the Criminal Code Act 1899 (Qld)

(a) The Respondent has sworn an affidavit before a JP, knowing that the contents are false, constituting perjury under section 123 of the Criminal Code Act 1899 (Qld).

(b) The Respondents sworn statements misrepresent the nature of the $10,000 cheque and contradict the SMSF financial records.

2.3 Attempting to Pervert the Course of Justice

(a) The Respondents actions were clearly intended to:

Deceive QCAT;

-Falsely alter the characterisation of financial transactions; and

-Conceal breaches of superannuation and taxation laws.

(b) Given that the Respondents personal bank account was used for transfers involving the SMSF, his misrepresentation is part of a broader pattern of financial misconduct.

(c) By submitting and certifying false documents, the Respondent has engaged in conduct that constitutes attempting to pervert the course of justice under section 140 of the Criminal Code Act 1899 (Qld).

3. RELIEF SOUGHT

The Applicant seeks the following relief:

(a) That QCAT refer the matter to the appropriate prosecutorial authorities for investigation into fraud, false declaration, perjury, and attempting to pervert justice.

(b) That QCAT impose appropriate penalties and sanctions for contempt of Tribunal.

(c) That QCAT direct the Respondent to provide full and accurate disclosure of all financial transactions relating to the SMSF.

(d) That any evidence provided by the Respondent in relation to this matter be subjected to forensic financial examination.

4. CONCLUSION

The Respondent has knowingly and wilfully misled QCAT by providing certified false statements and documentation. His conduct is a direct affront to the integrity of the Tribunal and warrants immediate action to uphold the proper administration of justice.

Filed this XX day of March 2025.

Signed

Holly Dahm, Enduring Power of Attorney

On behalf of Rhonda Ann Knyvett

Sent from my iPhone

> On 1 Mar 2025, at 5:47 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
>
> Hi Holly
> I have some matters to cover with you re this so will be in touch tomorrow.
> Stuart
>
> Get Outlook for iOS
>
> ---
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> **From:** Holly Osborne <hollyteganosborne@hotmail.com>
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> **Cc:** Riki Dahm <rikidahm84@gmail.com>
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To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Garth Osborne's Affidavit and Related Document

Dear Stuart,

I have attached Garth Osborne's affidavit along with its attachments, including the NAB bank statement and the cheque sub, which were delivered via registered post yesterday, 27 February.

Upon review, the affidavit appears to contain information unrelated to the periodic lease, neither supporting nor undermining his case. However, I am open to your perspective on this matter.

Holly

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To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image1.jpeg

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Respondent: Garth Wilfred Osborne & Ann Anthonisz

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4. CONCLUSION

The Respondent has knowingly and wilfully misled QCAT by providing certified false statements and documentation. His conduct is a direct affront to the integrity of the Tribunal and warrants immediate action to uphold the proper administration of justice.

Filed this XX day of March 2025.

Signed

Holly Dahm, Enduring Power of Attorney

On behalf of Rhonda Ann Knyvett

Sent from my iPhone

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> >
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To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Priority: High
Category: GARTH WILFRED OSBORNE
Attachments: image1.jpeg, FY statement 23.24 - Operating statement.PNG

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Holly



Queensland Civil and Administrative Tribunal

RE: Case No QI499-25
Tribunal hearing scheduled for 28/03/2025
Applicant: Rhonda Ann Knyvett
Respondents: Garth Wilfred Osborne & Ann Anthonisz

Dear Sir/Madam,

RE: Affidavit affirmed by GARTH WILFRED OSBORNE on 25/02/2025.

The purpose of the affidavit is to display clarity of the amicable trusting long standing relationship that existed between Garth Wilfred Osborne (The Respondent) and Rhonda Ann Knyvett (The Applicant) enabling both parties to enter into a verbal/implied tenancy agreement with The Respondent having the firm belief the tenancy terms were for a period of a minimum 18 months period with possibility of extending for a further 6 months.

The Respondents were about to commence a new house construction and The Applicant was clearly aware of The Respondents time frame requirements.

The amicable trusting long standing relationship ended following an acrimonious disagreement between The Respondent and The Applicant's daughter with whom The Applicant permanently resides since discharge from hospital following a self harm substance abuse episode in mid 2023.

Yours sincerely,

GARTH WILFRED OSBORNE
The Respondent



On 28 Feb 2025, at 1:26 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Holly
This is irrelevant to the case. It will not help him. He has done nothing to

Undermine Rhonda's evidence which will consequently be accepted.
I suspect he may file something later.
Stuart

Get Outlook for iOS

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Cc: Riki Dahm <rikidahm84@gmail.com>
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Holly

Subject: Garth Osborne's Affidavit and Related Document
Date: Friday, 28 February 2025 at 12:56:07 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: GARTH WILFRED OSBORNE
Attachments: Garth Osborne - documentation delivered via registered post 27.02.2025.pdf

Dear Stuart,

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Upon review, the affidavit appears to contain information unrelated to the periodic lease, neither supporting nor undermining his case. However, I am open to your perspective on this matter.

Holly

Subject: Re: Our client Rhonda Knyvett
Date: Wednesday, 26 February 2025 at 1:23:50 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: GARTH WILFRED OSBORNE
Attachments: image001.jpg, image001.jpg

Thank you
Sent from my iPhone

On 26 Feb 2025, at 11:53 am, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Thank you Holly,

Stuart

From: Stuart Loudon
Sent: Wednesday, 26 February 2025 11:53 AM
To: go56@bigpond.com; ann.z.shopz@gmail.com
Subject: Our client Rhonda Knyvett

We refer to previous correspondence,

We note that you are due to vacate our client's property this coming Friday, 28 February 2025, but have not confirmed your intention to comply with your legal obligations in this regard. Further you have apparently disregarded these obligations by paying additional rent to our client up until 10 March 2025, in the presumption that you may remain in the property.

You remain on notice that that you are to vacate the property on or before this coming Friday.

This email will be exhibited to an affidavit I will shortly be deposing to, for submission to the Tribunal.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

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Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: Confirmation of Dates
Date: Tuesday, 25 February 2025 at 6:30:02 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>

Hi Stuart,

I confirm that the dates from 24th February to 10th March. Please proceed with issuing the email.

Let me know if you need anything further.

Holly

Sent from my iPhone

> On 25 Feb 2025, at 5:45 pm, Holly Osborne <hollyteganosborne@hotmail.com> wrote:
>
> Hi Stuart
>
> Thank you, yes I agree. I will confirm the dates and return to you shortly.
>
> Thank you
>
> Holly
> Sent from my iPhone
>
> > On 25 Feb 2025, at 10:56 am, Holly Osborne <hollyteganosborne@hotmail.com> wrote:
> >
> > Thank you
> > Sent from my iPhone
> >
> > > On 25 Feb 2025, at 9:04 am, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
> > >
> > > Hi Holly,
> > >
> > > While having them continuing to pay you is an attractive option, I agree that it will weaken your position.
> > >
> > > Returning the over payment will make it clear that the boundary you have set remains effective and will lessen the weight of their argument at the hearing. It is brazen of them to ignore your/my demand that they confirm they will move out on the required date, and instead wave the carrot of further rent in your face.
> > >
> > > At the hearing we can seek orders that they pay you rent for any period that they stayed past the 28th. There is risk as the tribunal may/may not do so. It would however strengthen you in your goal of getting them out.
> > >
> > > I suggest I send the following to them by email (I had planned to get down to the office today to finalise my affidavit but this would make an effective inclusion as an exhibit).
> > >
> > > *We refer to our several previous correspondences to which you have not replied.*
> > >
> > > *We note that you are due to vacate our client's property this coming Friday, 28 February 2025, but have not confirmed your intention to comply with your legal obligations in this regard. Further you have apparently disregarded these obligations by paying additional rent to our client up until 14 March 2025, in the presumption that you may remain in the property.*
> > >
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> > >
> > > Please confirm that you are happy for me to send it.
> > >
> > > Incidentally while I invoiced for the Tribunal component I have not yet invoiced for the Tenancy Dispute component mentioned in my Engagement Letter. I expect to do so shortly.
> > >
> > > Yours faithfully,
> > >
> > > **STUART LOUDON**
> > > Director and Court-Appointed Costs Assessor
> > >
> > > <image001.jpg>
> > >
> > > Website: www.Loudonlegal.com.au
> > > Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
> > > E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.
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From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 25 February 2025 8:49 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Rent - Overpayment

Hi Stuart,

I wanted to update you on the current situation with Garth and Ann. Garth has made a direct rent payment covering up to 14 March. Their last day at the property is meant to be 28 Feb.

Moving forward should we:

1. Cease acceptance of rent payments, returning any overpayments; or

2. Continue accepting payments and await tribunal proceedings.

I do not want to inadvertently establish a new tenancy period, potentially making it more challenging to enforce the vacate date of 28 Feb.

Thanks,

Holly

<image001.jpg>

Subject: Re: Rent - Overpayment
Date: Tuesday, 25 February 2025 at 5:45:27 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
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> > *You remain on notice that that you are to vacate the property on or before this coming Friday. This email will be exhibited to an affidavit I will shortly be deposing to, for submission to the Tribunal.*
> >
> > Please confirm that you are happy for me to send it.
> >
> > Incidentally while I invoiced for the Tribunal component I have not yet invoiced for the Tenancy Dispute component mentioned in my Engagement Letter. I expect to do so shortly.
> >
> > Yours faithfully,
> >
> > **STUART LOUDON**
> > Director and Court-Appointed Costs Assessor
> >
> > <image001.jpg>
> >
> > Website: www.Loudonlegal.com.au
> > Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
> > E-MAIL: STUART@LOUDONLEGAL.COM.AU
> >
> > FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true
> >
> > PLEASE NOTE:
> > RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
> > This email (and its attachments and other content) may be confidential or privileged.
> > If you are not the intended recipient, then please:
> > 1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
> > 2. Delete it from your records without forwarding or showing it to anyone.
> > Email scammers may target law practices, and their clients.
> > Please therefore:
> > 1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
> > 2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 25 February 2025 8:49 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Rent - Overpayment

Hi Stuart,

I wanted to update you on the current situation with Garth and Ann. Garth has made a direct rent payment covering up to 14 March. Their last day at the property is meant to be 28 Feb.

Moving forward should we:

1. Cease acceptance of rent payments, returning any overpayments; or
2. Continue accepting payments and await tribunal proceedings.

I do not want to inadvertently establish a new tenancy period, potentially making it more challenging to enforce the vacate date of 28 Feb.

Thanks,

Holly

<image001.jpg>

Subject: Re: Rent - Overpayment
Date: Tuesday, 25 February 2025 at 10:56:37 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg

Thank you
Sent from my iPhone

On 25 Feb 2025, at 9:04 am, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Hi Holly,

While having them continuing to pay you is an attractive option, I agree that it will weaken your position.

Returning the over payment will make it clear that the boundary you have set remains effective and will lessen the weight of their argument at the hearing. It is brazen of them to ignore your/my demand that they confirm they will move out on the required date, and instead wave the carrot of further rent in your face.

At the hearing we can seek orders that they pay you rent for any period that they stayed past the 28th. There is risk as the tribunal may/may not do so. It would however strengthen you in your goal of getting them out.

I suggest I send the following to them by email (I had planned to get down to the office today to finalise my affidavit but this would make an effective inclusion as an exhibit).

We refer to our several previous correspondences to which you have not replied.

We note that you are due to vacate our client's property this coming Friday, 28 February 2025, but have not confirmed your intention to comply with your legal obligations in this regard. Further you have apparently disregarded these obligations by paying additional rent to our client up until 14 March 2025, in the presumption that you may remain in the property.

You remain on notice that that you are to vacate the property on or before this coming Friday. This email will be exhibited to an affidavit I will shortly be deposing to, for submission to the Tribunal.

Please confirm that you are happy for me to send it.

Incidentally while I invoiced for the Tribunal component I have not yet invoiced for the Tenancy Dispute component mentioned in my Engagement Letter. I expect to do so shortly.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 25 February 2025 8:49 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Rent - Overpayment

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Moving forward should we:

1. Cease acceptance of rent payments, returning any overpayments; or
2. Continue accepting payments and await tribunal proceedings.

I do not want to inadvertently establish a new tenancy period, potentially making it more challenging to enforce the vacate date of 28 Feb.

Thanks,

Holly

Subject: Rent - Overpayment
Date: Tuesday, 25 February 2025 at 8:49:12 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>

Hi Stuart,

I wanted to update you on the current situation with Garth and Ann. Garth has made a direct rent payment covering up to 14 March. Their last day at the property is meant to be 28 Feb.

Moving forward should we:

1. Cease acceptance of rent payments, returning any overpayments; or
2. Continue accepting payments and await tribunal proceedings.

I do not want to inadvertently establish a new tenancy period, potentially making it more challenging to enforce the vacate date of 28 Feb.

Thanks,

Holly

Subject: QCAT Hearing – Medical Certificate & Next Steps
Date: Tuesday, 18 February 2025 at 11:43:21 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: 18.02.2025 Rhonda Ann Knyvett Medical Certificate.pdf

Hi Stuart,

I have uploaded (or will upload) the attached medical certificate for Rhonda, excusing her from representing herself and requesting that, as her Enduring Power of Attorney, I represent her at the QCAT hearing on 28 March. The certificate is attached for your reference.

Could you advise on the next steps? Do I need to lodge a submission petitioning the tribunal for this, or does it happen automatically?

Also, please send me your affidavit once drafted. I will ensure all relevant parties are served with the medical certificate, your affidavit, and any attachments.

Can you confirm whether we will be providing further evidence? My understanding is that as time progresses, any further breaches or matters should also be uploaded to the portal so that, if the tenants have not vacated by 28 February, a full record of the situation is available.

Additionally, I presume that if they fail to vacate, we will lodge a submission with QCAT for a warrant of eviction after 28 February, which will also need to be uploaded. Could you confirm whether all matters will be heard on 28 March?

Looking forward to your guidance.

Kind regards,

Holly Dahm

Subject: Ultra Super Fund - Payments and Tax [MCW-ACTIVE.FID2659967]
Date: Friday, 14 February 2025 at 12:08:36 PM Australian Eastern Standard Time
From: Emily Ryan <ERyan@mcw.com.au>
To: hollyteganosborne@hotmail.com <hollyteganosborne@hotmail.com>, stuart@loudonlegal.com.au <Stuart@loudonlegal.com.au>
CC: Chris Davis <CDavis@mcw.com.au>, go56@bigpond.com <go56@bigpond.com>
Attachments: image001.png, ATO Tax Bill.pdf, Brisbane City Council Rates Bills (Units 1-6).pdf, Urban Utilities Bills (Units 1-6).pdf

Hi Holly and Stuart,

Holly, we understand that you are appointed as the attorney for Rhonda, and Stuart, we understand you act for Holly or Rhonda or both.

We are acting on behalf of Garth Osborne in relation to matters affecting the Ultra Super Fund (**Fund**).

As a first matter that seems to be innocuous and easy to deal with, we understand that the trustees need to make various payments.

The payments our client is asking to be attended to are joint, existing legal obligations that are overdue for payment:

a. Outstanding ATO income tax bill of $1,106.00 (if paid by 21/01/2025) for the Fund (see copy **attached**);
b. Outstanding Brisbane City Council Rates bills totalling $3,053.1 (if paid by 10/02/2025) for Units 1 to 6 at 364 Zillmere Road, Zillmere owned by the Fund (see copy **attached**); and
c. Outstanding Queensland Urban Utilities bills totalling $1,761.00 (if paid by 6/02/2025) for Units 1 to 6 at 364 Zillmere Road, Zillmere owned by the Fund (see copy **attached**).

Would you please confirm whether you/your client would be agreeable to attend to these various payments electronically, or if Rhonda is able to make an in person meeting at the Fund's bank with a bank representative to approve of the payments in writing/in person (it does not need to be at the same time as our client's attendance).
Further, our client is also asking that you/your client direct David Wrangell, the accountant for the Fund, to proceed with finalising the 2023/2024 financial year tax, financials and audits for the Fund. We understand that your client has directed David to stop all work in relation to the Fund.
Kind regards

Chris

McInnesWilson LAWYERS

Emily Ryan
Associate

T +61 7 3014 6581
eryan@mcw.com.au
BRISBANE | Level 23, Central Plaza, 345 Queen Street QLD 4000

mcw.com.au

Privacy Policy | EFT Transfers

Subject: Potential Reactions
Date: Saturday, 8 February 2025 at 9:09:42 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image0.png, image1.png, image2.png, image3.png, image4.png, image5.png

Hi Stuart,

I hope you're feeling better.

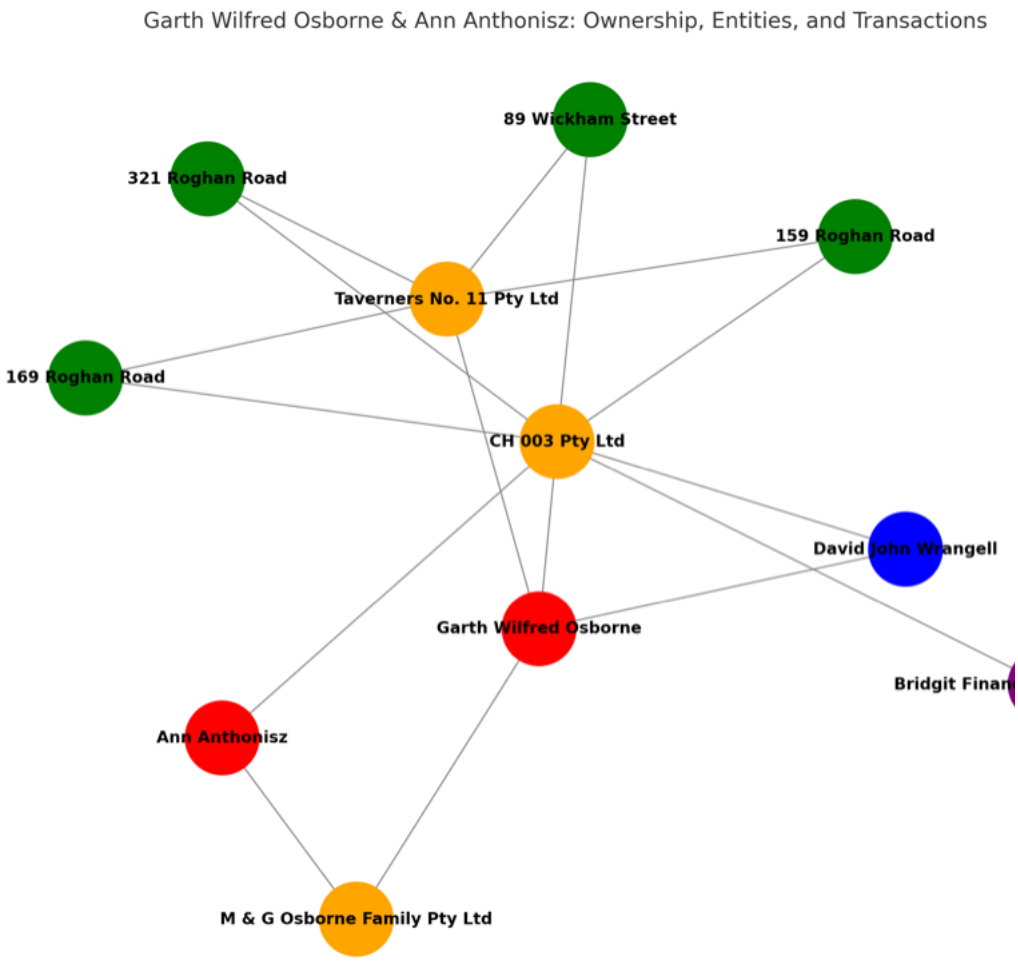
Just a heads-up, Garth and Ann may react unusually or may not respond in their usual manner due to pressure from an unrelated matter.

I wanted to flag this so you're aware.

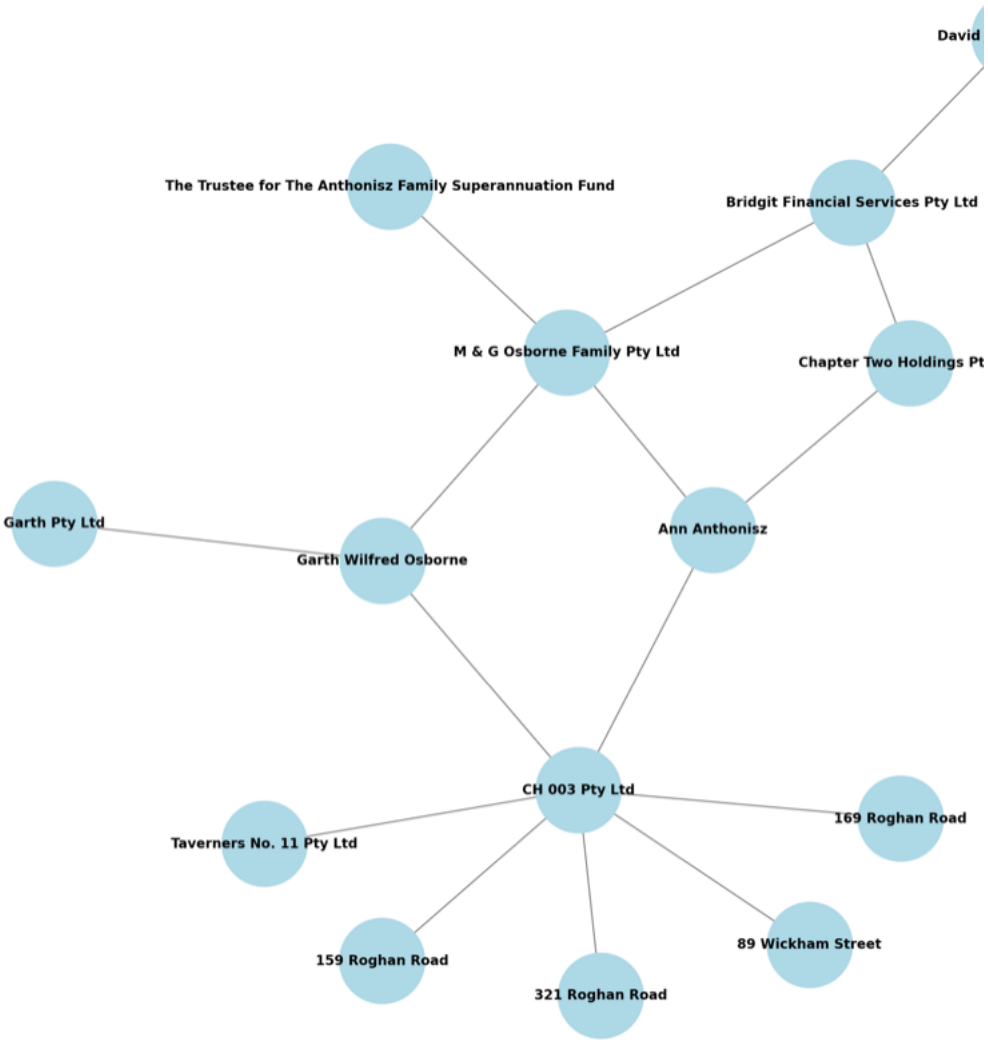
The following communications have been sent to both Garth and Ann via text today:

7:57

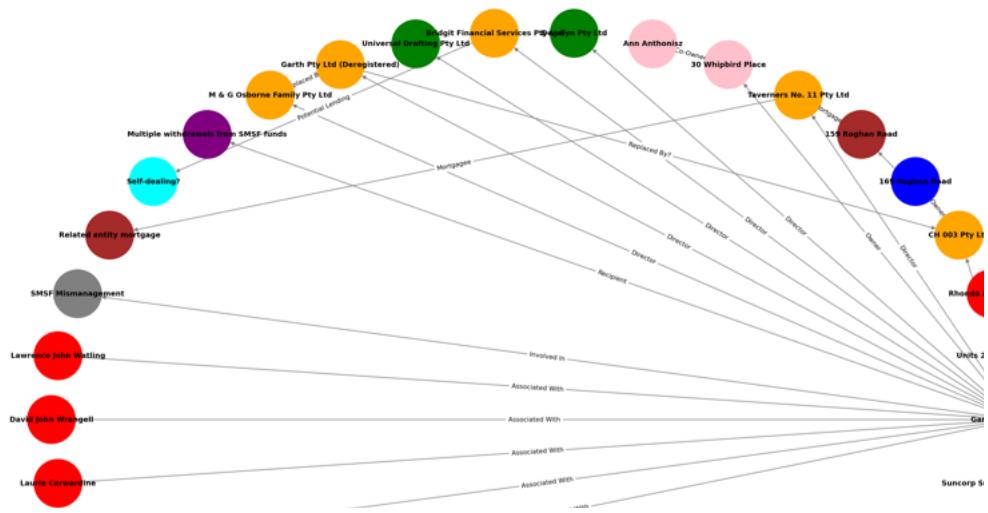
Ann

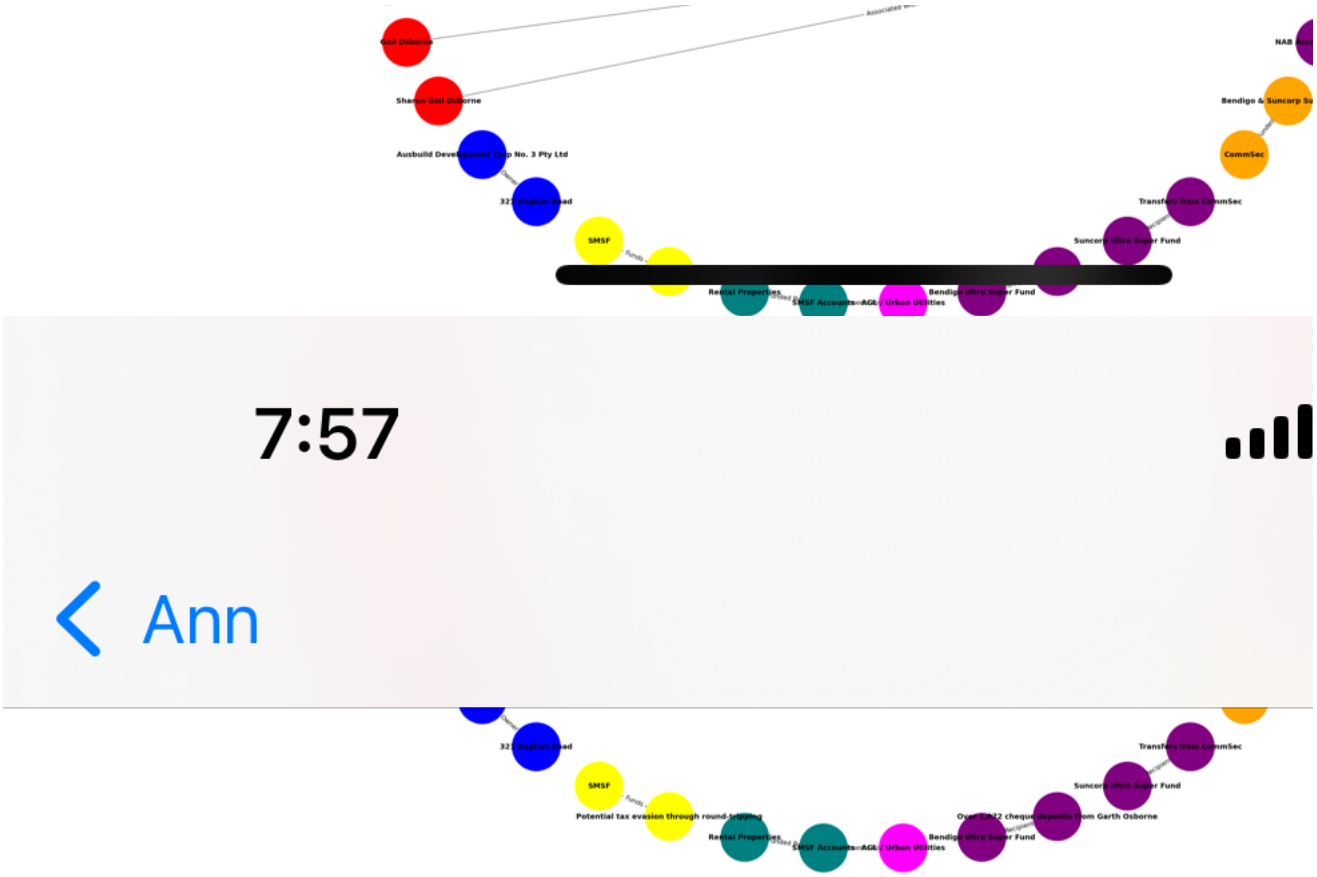


Cross-Referenced Ownership, Roles, and Financial Interests: Garth Wilfred Osborne & Ann A



Circular Representation: Phoenix Transactions & Key Entities





#1

Visual Red Nodes: Garth Wilfred Osborne Anthonisz (key owners and directors, cen in the dealings and financial transactions)

Orange Nodes: Entities like CH 003 Pty L Taverners No. 11 Pty Ltd, and M & G Osbc Pty Ltd (core companies involved in owne transactions).

Purple Nodes: Bridgit Financial Services F

(financial services and transaction facilita
to CH 003 Pty Ltd).

Blue Node: David John Wrangell (audit ar
role, indicating financial review and conne

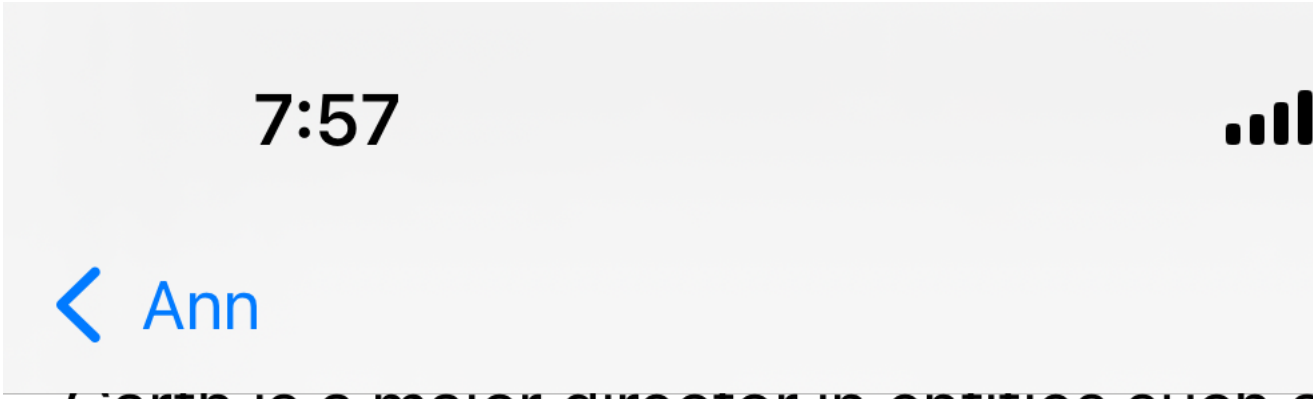
Green Nodes: Properties such as 89 Wick
Street, 159 Roghan Road, 169 Roghan Ro
321 Roghan Road (key assets owned by G
Ann via CH 003 Pty Ltd).

Garth and Ann are heavily involved in the
and directorship of several entities like CH
Ltd and M & G Osborne Family Pty Ltd.

Properties such as 89 Wickham Street, 15
Road, 169 Roghan Road, and 321 Roghan
key assets owned by Garth and Ann via C
Ltd.

Garth is a major director in entities such a
Pty Ltd, and this entity holds several prop

are being transferred and restructured.



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Ann has key links to family superannuatio
with transactions involving other financial
companies like Bridgit Financial Services

Entities tied to both parties (e.g., M & G C
Family Pty Ltd and Bridgit Financial Servic
are involved in property transactions, mor
and other financial dealings.

Garth is associated with companies like C
Ltd and Taverners No. 11 Pty Ltd, linked to
transactions and ownership.
Ann is tied to M & G Osborne Family Pty L

Financial Services Pty Ltd, and other entit

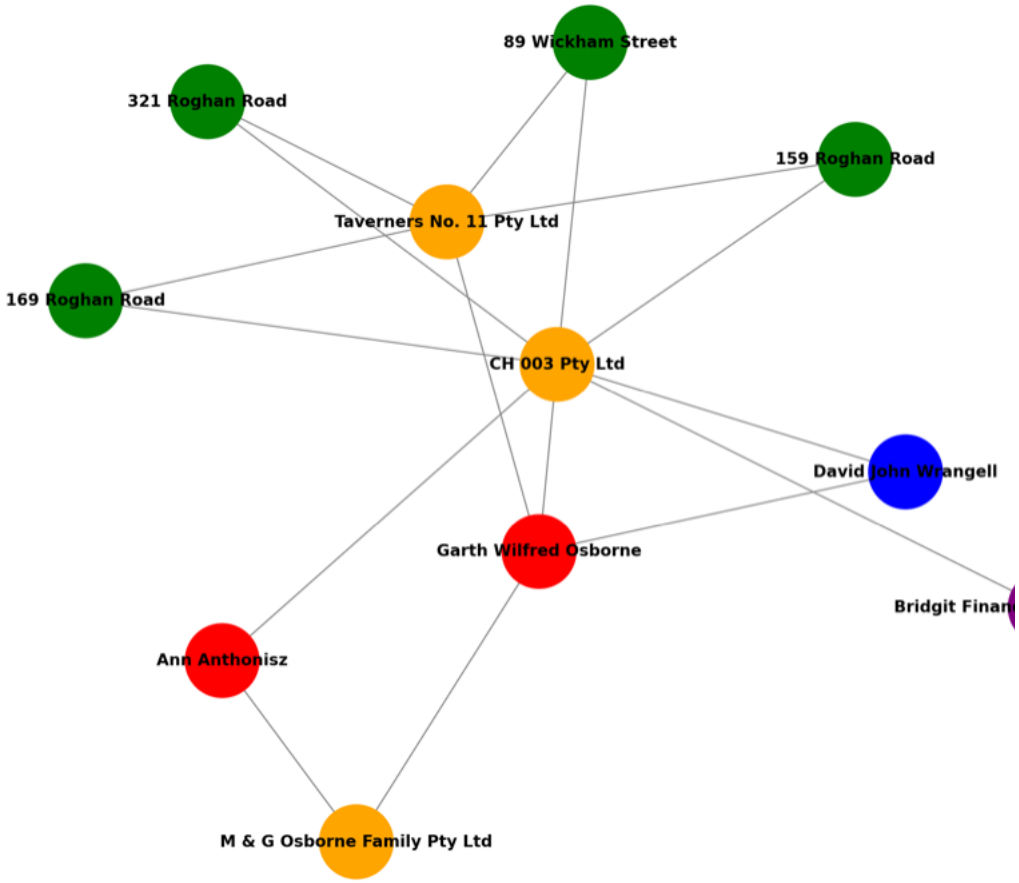
Multiple entities like Garth Pty Ltd (deregi
and Taverners No. 11 Pty Ltd suggest seri
concerns of phoenix activities, where com
set up or dissolved to manage financial ris
liabilities.

Properties (e.g., 89 Wickham Street, Rog
are integral to the web of ownership and f
dealings, being linked to multiple compan
serving as assets in financial restructuring

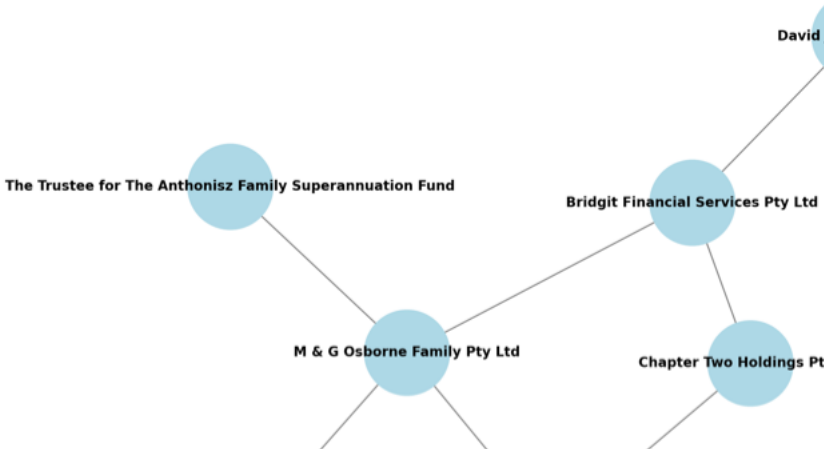
Given the seriousness of the concerns rai
important that we work towards a resoluti
as possible. I'd appreciate it if you both co
yourselves available to meet with our lega
representatives at Hall & Wilcox in the nea
Please let me know your availability. Than

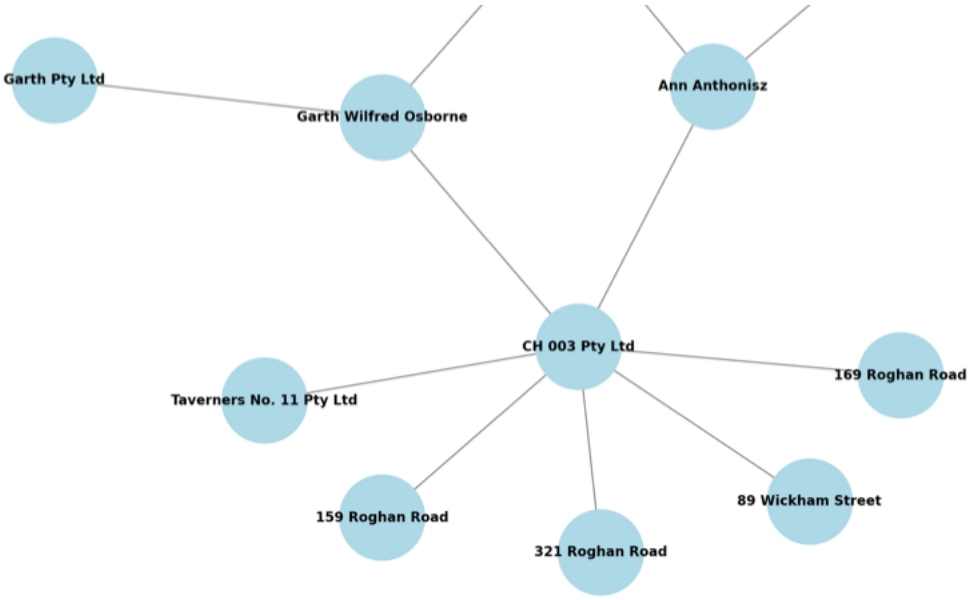


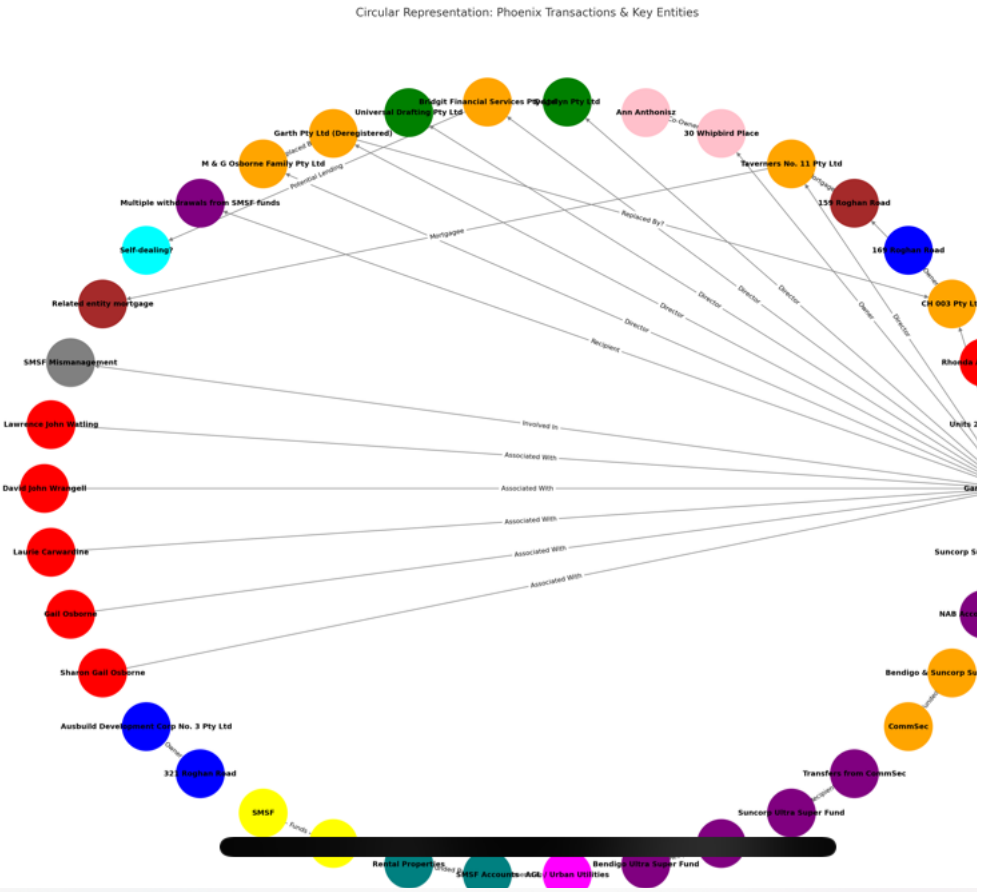
Garth Wilfred Osborne & Ann Anthonisz: Ownership, Entities, and Transactions

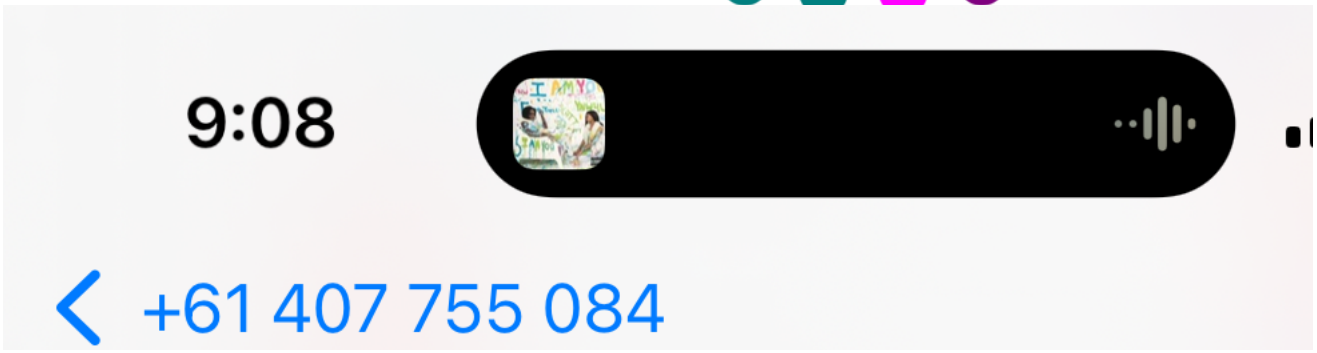


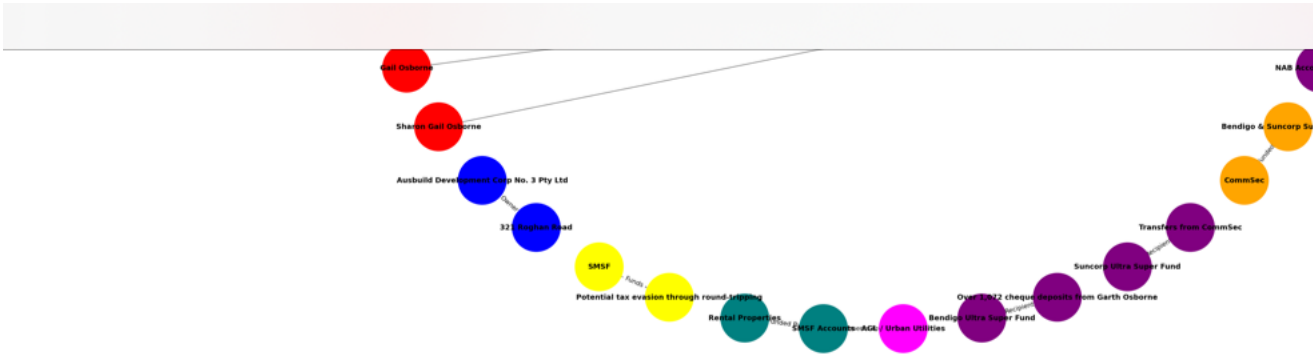
Cross-Referenced Ownership, Roles, and Financial Interests: Garth Wilfred Osborne & Ann A




Garth Pty Ltd
Garth Wilfred Osborne
Ann Anthonisz
CH 003 Pty Ltd
169 Roghan Road
Taverners No. 11 Pty Ltd
89 Wickham Street
159 Roghan Road
321 Roghan Road


Circular Representation: Phoenix Transactions & Key Entities
Garth Pty Ltd (Deregistered)
M & G Osborne Family Pty Ltd
Multiple withdrawals from SMSF funds
Self-dealing?
Related entity mortgage
SMSF Mismanagement
Lawrence John Watling
David John Wrangell
Laurie Carwardine
Gail Osborne
Sharon Gail Osborne
Ausbuild Development Corp No. 3 Pty Ltd
321 Roghan Road
SMSF
Rental Properties
SMSF Accounts
AGL / Urban Utilities
Bendigo Ultra Super Fund
Suncorp Ultra Super Fund
Transfers from CommSec
CommSec
Bendigo & Suncorp Su
Suncorp S
NAB
Ann Anthonisz
30 Whipbird Place
Taverners No. 11 Pty Ltd
159 Roghan Road
169 Roghan Road
CH 003 Pty Lt
Rhoade
Units 2
Ga
Director
Owner
Mortgagee
Replaced By?
Potential Lending
Involved In
Associated With
Recipient


9:08
+61 407 755 084



#1

Visual Red Nodes: Garth Wilfred Osborne Anthonisz (key owners and directors, cen in the dealings and financial transactions)

Orange Nodes: Entities like CH 003 Pty L Taverners No. 11 Pty Ltd, and M & G Osbo Pty Ltd (core companies involved in owne transactions).

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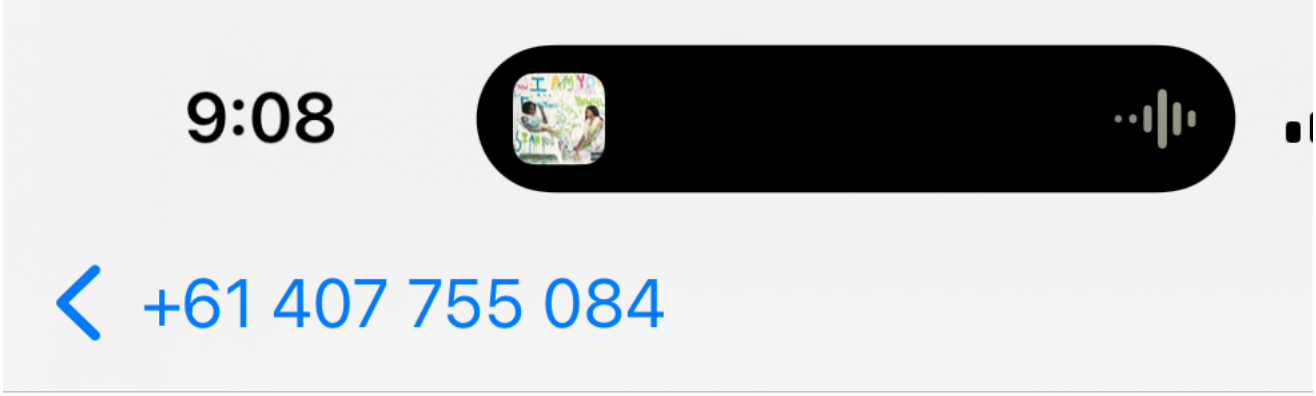
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Given the seriousness of the concerns rai
important that we work towards a resoluti
as possible. I'd appreciate it if you both co
yourselves available to meet with our lega
representatives at Hall & Wilcox in the nea
Please let me know your availability. Than

Cheers,

Holly

Sent from my iPhone

Subject: Update on Application & Document Service Sandgate Magistrates Court
Date: Thursday, 6 February 2025 at 5:01:41 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>

Dear Stuart,

An update regarding the application:

The adjudicators decision on legal representation is pending and will be provided once determined.

When the application and supporting documents were uploaded, they were automatically forwarded to all parties via email.

All additional documents uploaded must be served to all parties within seven (7) days of filing. I will serve the additional information today with you in CC.

Please let me know if you need any further information.

Kind regards,

Holly

Subject: Affidavit Submission & Additional Documents
Date: Tuesday, 4 February 2025 at 9:46:38 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: HTD-2 Email Exchanges.pdf, HTD-2 Text Message Exchange.pdf

Dear Stuart,

I hope you're well.

Please find attached:
• HTD-2 Two email exchanges
• HTD-2 Text message exchanges

The affidavits and all attachments have been uploaded to QCase. Once you have finalised your affidavit, please email it to me, and I will upload it for ease of access.

Please let me know if you require anything further. If I am unavailable, please contact Riki Dahm via phone or email, who can bring it to my attention.

Kindly continue to keep him in CC.

Best regards,
Holly Dahm

Riki Dahm
0424 161 433

Subject: Re: Our Client Rhonda Knyvett
Date: Tuesday, 4 February 2025 at 12:22:14 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>, Riki Dahm <rikidahm84@gmail.com>, Honda.r@hotmail.com <honda.r@hotmail.com>
Attachments: image001.jpg

Thank you, agreed.
Please disregard zip folder HTD-2, corrections required. Will forward finalised folder for your records.

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Tuesday, 4 February 2025 11:05 AM
To: Holly Osborne <hollyteganosborne@hotmail.com>; Riki Dahm <rikidahm84@gmail.com>; Honda.r@hotmail.com <honda.r@hotmail.com>
Subject: FW: Our Client Rhonda Knyvett

Good morning Holly, Riki and Rhonda,

Please see the attached received from the Respondents.

In circumstances where they have been directed to vacate the property at the end of this month, raising such issues well after the fact is quite odd. They have issued this notice without any reply to our previous correspondence. Their next remedy is to approach the Tribunal, and even if it was set down for a hearing, it would occur well after the date for them to leave.

Holly please forward your and Riki's affidavits once finalised and I will use them to finalise mine.

I propose to send them the following:

We refer to your Notice of Breach received today.

We note:

1. *You have not responded the matters raised in our previous correspondence,*
2. *Your Notice of Breach raises issues in a completely untimely way, a mere 24 days before you have been directed to vacate our client's property so that she may take occupation,*
3. *Were these concerns of any substance, they can, and should, have been raised within a reasonable timeframe,*

We have forwarded your Notice to our client for her instructions.

In the meantime:

1. *You have consistently declined to respond to our correspondence or the important requests for assurance they contain,*
2. *You are to vacate the property on 28 February 2025,*
3. *At that time our client will perform a condition report, and we have advised her of her options for making a claim against you for the costs of remedying any damage you have caused to the property. We have written to you already about such damage but you have declined to reply,*
4. *Our client has filed her Application to QCAT, and the Tribunal will serve you with the documents shortly,*
5. *Our client's Application is supported by supporting affidavits which carefully document our client's dealings with you. This includes an affidavit attaching our correspondence with you.*
6. *Our client's Application includes proposed orders seeking orders for costs against you,*
7. *With 24 days until you are due to vacate the property, you have repeatedly refused to confirm your intention to comply with this obligation, avoided addressing material matters and have instead served our client with obfuscatory Breach Notices.*
8. *This correspondence will be exhibited to an affidavit and brought before the Tribunal.*

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Garth Osborne <go56@bigpond.com>
Sent: Tuesday, 4 February 2025 8:08 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: Our Client Rhonda Knyvett

Stuart Loudon,

RE: Your client RHONDA ANN KNYVETT

RE: Notice to remedy breach (Form 11)

Documents attached.

We await your clients response,

Garth Osborne & Ann Anthonisz

On 29 Jan 2025, at 3:17 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Mr Osborne and Ms Anthonisz,

We refer to your email dated today and our response sent to you just now.

Please note, further, that:

1. your purported *Form 11 Notice to Remedy Breach,* received today, misspells my first name as “Sturat”. I would hope that this resulted from poor typing rather than being a derogatory “rat” reference to me,
2. Your clarification on that point would be appreciated,
3. regardless, in that notice you have defamed me to my client by alleging to her in written correspondence that I have engaged in illegal conduct,
4. for reasons that have been explained to you in our previous correspondence with you, any actions by this office are within the law, as I am ethically obligated, as an officer of the Courts, to ensure,
5. you have neither specified, nor evidenced, any bases for your written defamatory allegations of my illegal actions in issuing our 24 January 2025 letter,
6. you have not refuted the allegedly false allegations in my letter dated 24 January 2025, or indeed made any substantive response to that, or our 28 January 2025 letter, at all,
7. Your allegations constitute publishing of defamatory imputations as defined by the *Defamation Act 2005 (Qld),*
8. In our previous email we conveyed our client’s request that you withdraw your purported *Form 11 Notice to Remedy Breach* dated 29 January 2025,
9. In addition, I demand that you immediately do so, and that you jointly retract, and apologise for, the defamatory allegations you have jointly made against me,
10. The public has a right to ensure the integrity of legal practitioners, and so your defamatory allegations are particularly egregious,
11. I await your response, and reserve my rights regardless.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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2. Delete it from your records without forwarding or showing it to anyone.

Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Stuart Loudon
Sent: Wednesday, 29 January 2025 2:48 PM
To: Garth Osborne <go56@bigpond.com>
Subject: RE: Our Client Rhonda Knyvett

Mr Osborne and Ms Anthonisz,

We refer to your email dated today.

1. Our client has already informed you that any correspondence in relation to your residing in her property are to be addressed to this office, not to our client or to her daughter Holly,
2. We expect your compliance with this directive in future,
3. The duly issued *Form 9: Notice of Entry* does not compromise, or infringe upon, your right of quiet enjoyment, particularly as entry was sought, in part, as stated in the Form 9, to fulfill our client's compliance with her legal and statutory obligations to ensure that compliant smoke alarms are installed in the property,
4. This is a legal obligation upon our client, for the safety of you as residents in the property and the integrity of the residence,
5. Our correspondence with you does not breach your legal rights in any way,
6. The purported *Form 11 Notice to Remedy Breach* you attached to your email is thus groundless, and we await your confirmation that it is withdrawn,
7. You have not replied to the matters raised in our letter dated 24 January 2025, despite us having again asked you to do so in our letter dated 28 January 2025.

We await your proper answer to this email and to our letters of 24 January 2025 and 28 January 2025.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

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From: Garth Osborne <go56@bigpond.com>
Sent: Wednesday, 29 January 2025 2:33 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Holly Osborne <hollyteganosborne@hotmail.com>
Subject: Re: Our Client Rhonda Knyvett

Stuart Loudon,

Find attached breach notice dated 29/01/2025

We await your response,

Garth Osborne & Ann Anthonisz

> On 28 Jan 2025, at 2:03 pm, Garth Osborne <go56@bigpond.com> wrote:
>
> Stuart Loudon
>
> RE: Email 24/01/2025
>
> I refute your baseless false allegations unequivocally.
>
> Your email 9/01/25 at 4.38pm, ' Stuart Loudon would like to recall the message. " Notice of Entry - Form 9'.
>
> There's nothing opaque about that direct instruction.
>
> It's your requirement to issue an updated Form 9 unless you believe you're a lawyer whom can act outside the Residential Tenancies and Rooming Accomodation Act 2008.
>
> This week is not convenient. Next week Thursday and Friday is possible at this stage.
>
> We await your response,
>
> GARTH OSBORNE & ANN ANTHONISZ

On 24 Jan 2025, at 3:40 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Dear Mr Osborne and Ms Anthonisz,

Our correspondence is attached.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

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<Form 9 - Notice of Entry - 17.01.25.pdf><Fwd_ Provision of Ledger .eml><Stuart Louden, recall of email to client.jpg><RTA FORM 11 - Notice to remedy breach.pdf><Letter to Mr Osborne and Ms Anthonisz 24 January 2025.pdf>

Subject: Re: Our Client Rhonda Knyvett
Date: Tuesday, 4 February 2025 at 12:22:07 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>, Riki Dahm <rikidahm84@gmail.com>, Honda.r@hotmail.com <honda.r@hotmail.com>
Category: GARTH WILFRED OSBORNE
Attachments: image001.jpg

Thank you, agreed.
Please disregard zip folder HTD-2, corrections required. Will forward finalised folder for your records.

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Tuesday, 4 February 2025 11:05 AM
To: Holly Osborne <hollyteganosborne@hotmail.com>; Riki Dahm <rikidahm84@gmail.com>; Honda.r@hotmail.com <honda.r@hotmail.com>
Subject: FW: Our Client Rhonda Knyvett

Good morning Holly, Riki and Rhonda,

Please see the attached received from the Respondents.

In circumstances where they have been directed to vacate the property at the end of this month, raising such issues well after the fact is quite odd. They have issued this notice without any reply to our previous correspondence. Their next remedy is to approach the Tribunal, and even if it was set down for a hearing, it would occur well after the date for them to leave.

Holly please forward your and Riki's affidavits once finalised and I will use them to finalise mine.

I propose to send them the following:

We refer to your Notice of Breach received today.

We note:

1. *You have not responded the matters raised in our previous correspondence,*
2. *Your Notice of Breach raises issues in a completely untimely way, a mere 24 days before you have been directed to vacate our client's property so that she may take occupation,*
3. *Were these concerns of any substance, they can, and should, have been raised within a reasonable timeframe,*

We have forwarded your Notice to our client for her instructions.

In the meantime:

1. *You have consistently declined to respond to our correspondence or the important requests for assurance they contain,*
2. *You are to vacate the property on 28 February 2025,*
3. *At that time our client will perform a condition report, and we have advised her of her options for making a claim against you for the costs of remedying any damage you have caused to the property. We have written to you already about such damage but you have declined to reply,*
4. *Our client has filed her Application to QCAT, and the Tribunal will serve you with the documents shortly,*
5. *Our client's Application is supported by supporting affidavits which carefully document our client's dealings with you. This includes an affidavit attaching our correspondence with you.*
6. *Our client's Application includes proposed orders seeking orders for costs against you,*
7. *With 24 days until you are due to vacate the property, you have repeatedly refused to confirm your intention to comply with this obligation, avoided addressing material matters and have instead served our client with obfuscatory Breach Notices.*
8. *This correspondence will be exhibited to an affidavit and brought before the Tribunal.*

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

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Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
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From: Garth Osborne <go56@bigpond.com>
Sent: Tuesday, 4 February 2025 8:08 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: Our Client Rhonda Knyvett

Stuart Loudon,

RE: Your client RHONDA ANN KNYVETT

RE: Notice to remedy breach (Form 11)

Documents attached.

We await your clients response,

Garth Osborne & Ann Anthonisz

On 29 Jan 2025, at 3:17 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Mr Osborne and Ms Anthonisz,

We refer to your email dated today and our response sent to you just now.

Please note, further, that:

1. your purported *Form 11 Notice to Remedy Breach,* received today, misspells my first name as “Sturat”. I would hope that this resulted from poor typing rather than being a derogatory “rat” reference to me,
2. Your clarification on that point would be appreciated,
3. regardless, in that notice you have defamed me to my client by alleging to her in written correspondence that I have engaged in illegal conduct,
4. for reasons that have been explained to you in our previous correspondence with you, any actions by this office are within the law, as I am ethically obligated, as an officer of the Courts, to ensure,
5. you have neither specified, nor evidenced, any bases for your written defamatory allegations of my illegal actions in issuing our 24 January 2025 letter,
6. you have not refuted the allegedly false allegations in my letter dated 24 January 2025, or indeed made any substantive response to that, or our 28 January 2025 letter, at all,
7. Your allegations constitute publishing of defamatory imputations as defined by the *Defamation Act 2005 (Qld),*
8. In our previous email we conveyed our client’s request that you withdraw your purported *Form 11 Notice to Remedy Breach* dated 29 January 2025,
9. In addition, I demand that you immediately do so, and that you jointly retract, and apologise for, the defamatory allegations you have jointly made against me,
10. The public has a right to ensure the integrity of legal practitioners, and so your defamatory allegations are particularly egregious,
11. I await your response, and reserve my rights regardless.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

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Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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Please therefore:
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From: Stuart Loudon
Sent: Wednesday, 29 January 2025 2:48 PM
To: Garth Osborne <go56@bigpond.com>
Subject: RE: Our Client Rhonda Knyvett

Mr Osborne and Ms Anthonisz,

We refer to your email dated today.

1. Our client has already informed you that any correspondence in relation to your residing in her property are to be addressed to this office, not to our client or to her daughter Holly,
2. We expect your compliance with this directive in future,
3. The duly issued *Form 9: Notice of Entry* does not compromise, or infringe upon, your right of quiet enjoyment, particularly as entry was sought, in part, as stated in the Form 9, to fulfill our client's compliance with her legal and statutory obligations to ensure that compliant smoke alarms are installed in the property,
4. This is a legal obligation upon our client, for the safety of you as residents in the property and the integrity of the residence,
5. Our correspondence with you does not breach your legal rights in any way,
6. The purported *Form 11 Notice to Remedy Breach* you attached to your email is thus groundless, and we await your confirmation that it is withdrawn,
7. You have not replied to the matters raised in our letter dated 24 January 2025, despite us having again asked you to do so in our letter dated 28 January 2025.

We await your proper answer to this email and to our letters of 24 January 2025 and 28 January 2025.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

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From: Garth Osborne <go56@bigpond.com>
Sent: Wednesday, 29 January 2025 2:33 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Holly Osborne <hollyteganosborne@hotmail.com>
Subject: Re: Our Client Rhonda Knyvett

Stuart Loudon,

Find attached breach notice dated 29/01/2025

We await your response,

Garth Osborne & Ann Anthonisz

> On 28 Jan 2025, at 2:03 pm, Garth Osborne <go56@bigpond.com> wrote:
>
> Stuart Loudon
>
> RE: Email 24/01/2025
>
> I refute your baseless false allegations unequivocally.
>
> Your email 9/01/25 at 4.38pm, ' Stuart Loudon would like to recall the message. " Notice of Entry - Form 9'.
>
> There's nothing opaque about that direct instruction.
>
> It's your requirement to issue an updated Form 9 unless you believe you're a lawyer whom can act outside the Residential Tenancies and Rooming Accomodation Act 2008.
>
> This week is not convenient. Next week Thursday and Friday is possible at this stage.
>
> We await your response,

On 24 Jan 2025, at 3:40 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Dear Mr Osborne and Ms Anthonisz,

Our correspondence is attached.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

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<Form 9 - Notice of Entry - 17.01.25.pdf><Fwd_ Provision of Ledger .eml><Stuart Louden, recall of email to client.jpg><RTA FORM 11 - Notice to remedy breach.pdf><Letter to Mr Osborne and Ms Anthonisz 24 January 2025.pdf>

Subject: Periodic Lease - Affadvits & Attachments
Date: Tuesday, 4 February 2025 at 11:39:32 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: GARTH WILFRED OSBORNE
Attachments: 03.02.2025 Riki Dahm Affidavit.pdf, RLD-1.jpg, 03.02.2025 Holly Dahm.pdf, HTD-4.pdf, HTD-3.pdf, HTD-1.pdf, HTD-2.zip

Hi Stuart,

I trust this email finds you well. I'm writing to provide you with the affidavits that you requested. I've attached them to this email for your convenience.

Please note the Affidavits and attachments will be uploaded to the portal this evening.

In relation to Garth, I wanted to touch base with you to see if there are any further actions you'd like to take at this stage. If not, we'll continue on our current path as planned.

Please review the documents at your earliest convenience and let me know your thoughts. I'm here to assist with any additional information or support you may need.

Looking forward to hearing from you.

Holly

Subject: Re: Your QCAT matter
Date: Monday, 3 February 2025 at 11:31:31 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>, Honda.r@hotmail.com <honda.r@hotmail.com>
Attachments: image001.jpg

Thank you, please note this invoice has been paid.

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Monday, 3 February 2025 8:13 AM
To: Honda.r@hotmail.com <honda.r@hotmail.com>; Holly Osborne <hollyteganosborne@hotmail.com>
Subject: Your QCAT matter

Good morning Holly and Rhonda,

Our invoice for the QCAT component of your matter (up to and including filing and service) is attached.

As I mentioned to Holly I have capped our fees as our actual time incurred well exceeds our estimate due to complexity of the matter.

A 5% discount applies to invoices paid within 7 days.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

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Subject: Re: Affidavit & attachments
Date: Monday, 3 February 2025 at 11:18:19 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg

Will do.

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Monday, 3 February 2025 10:24 AM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: RE: Affidavit & attachments

Hi Holly,

Any references to Riki's or my affidavit will need to be described as "filed in this matter" rather than a specific date.

Are you able to access the exhibits as I will otherwise have to go through the large volume of emails on file.

The exhibits should just be marked as "HTD-1" etc as appropriate at the top of the front page of each exhibits.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

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2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Monday, 3 February 2025 10:04 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Affidavit & attachments

Hi Stuart,

I have decided to leave the original affidavit as is.

Could you please send me the attachments referenced it the affidavit, with the specific tiling?

I'll upload them to the portal, and no changes will be needed to my certified affidavit.

Thanks again for your help.

Holly

On 3 Feb 2025, at 9:55 am, Holly Osborne <hollyteganosborne@hotmail.com> wrote:

Hi Stuart,

Noted and agreed. Thank you for your patience and understanding, the matter has been more challenging than I expected.

I'll make only slight tweaks to your original affidavit for attachments, so no further review will be necessary.
Whilst I won't specifically mention the Falsified Rental Receipt in the affidavit, I've lodged the evidence in Case portal. Are you comfortable with it remaining?

I've spoken to QCAT, and should you wish, you can request to join the file on Case Portal. Also, I understand we will need to wait to see if Rhonda's petition for legal representation is approved.

If the matter goes to a hearing it will take place at the Sandgate Magistrates Court.

Sandgate Magistrates Court
84 Keogh Street
PO Box 154
Sandgate Qld 4017
Business hours: 8:30am to 4:30pm, Monday to Friday
Ph: (07) 3631 5900
Fax: (07) 3631 5906
Email: courthouse.sandgate@justice.qld.gov.au

I will gladly be making payment for your services today.

Best regards,
Holly

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Monday, 3 February 2025 9:21 AM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: RE: Advice on several matters

Hi Holly,

I am concerned about multiple reviews of various drafts as I have capped my time as I mentioned. Is this the last version or is another on its way did you say? I took time with your material to ensure the point was made while minimising the Respondents opportunity to argue. I do not believe the fixed tenancy issue is worth pursuing as I do not consider it strongly evidenced and your material already makes it very clear that it was aperiodic lease. Garth's statement about it being 1-2 years is very helpful on this point.

I think point 10 of your draft affidavit should say 24 months?
Point 15 and 16- I had made these points – other than g- but asking for a receipt and ledger are not unreasonable on their face, and think the detached approach I used will be more persuasive to the tribunal.

I prefer the affidavit format I sent you, albeit with a couple of your points being inserted. It focusses on the breaches of the Act; I am concerned use of words like falsified and illegal will be a distraction to the material points made in the tribunal which evidences their breaches.

I expect the Tribunal will allow them time to move out; so I do not believe we can apply to have the tenancy immediately terminated; as there is a departure date already of 28 February 2025, and the hearing may not be for some weeks unfortunately, the Orders we seek of upholding that departure time should have a similar effect.

We can seek costs (and have) but the Tribunal generally does not award them. It is worth a try, particularly as if the Respondents prefer to settle the matter without a hearing it is a claim we can pursue with them as part of a settlement deal.

I have had no reply from them, which you have said is how they respond when they feel unable to argue strongly. I had expected immediate blustery response.

There is no need to exhibit the other affidavits, just refer to them as I had I my draft.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

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Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
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From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Monday, 3 February 2025 12:53 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Advice on several matters

Hello Stuart,

I'm seeking your advice on several matters related to our ongoing case.

31.01.2025 Rhonda Online Application 'Form 2': I've attached the completed 'Form 2' and would appreciate your review, particularly regarding the accuracy of Rhonda's legal representation details, and the the Specific Orders. I'm contemplating whether the application should reference specific orders: 338, 264, 376, and 383. Would this strengthen our case?

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Stuart Loudon Affidavit

Subject: Affidavit & attachments
Date: Monday, 3 February 2025 at 10:04:27 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg

Hi Stuart,

I have decided to leave the original affidavit as is.
Could you please send me the attachments referenced it the affidavit, with the specific tiling?
I'll upload them to the portal, and no changes will be needed to my certified affidavit.
Thanks again for your help.

Holly

On 3 Feb 2025, at 9:55 am, Holly Osborne <hollyteganosborne@hotmail.com> wrote:

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Fax: (07) 3631 5906
Email: courthouse.sandgate@justice.qld.gov.au

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<image001.jpg>

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FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:

1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

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Attachments: Email correspondence & Forms - 9, 11, 12.zip, Text Message Exhange.zip, Affidavitt Holly Tegan Dahm version 3.docx, section 61 - 64 of the RTRA Act 2008.pdf, 31.01.2025 RHONDA KNYVETT - APPLICATION - ONLINE FORM 2.pdf

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08.01.2025 Rhonda Ann Knyvett, Enduring Power of Attorney (Holly Tegan Dahm)

09.01.2025 FORM 9 ATTACHMENT - Landlord Notice of Entry Email Issued 09.01.2025

09.01.2025 Landlord Issued Notice of Entry - Entering 17 January 2025 - FORM 9 ATTACHED

11.09.2024 Landlord Notice to Vacate Property by 28 FEBRUARY 2025

17.01.2025 Direction to Tenant - Cease Direct Communication with Landlord

17.01.2025 Tenant Horse Float - 18 Magnetic Street Boondall 4034

21.01.2025 Tenant Request to Remain at Property

23.12.2024 FORM 12 ATTACHMENT - Landlord Notice to Leave Email Issued 23.01.2024

23.12.2024 to 31.12.24 Landlord Issued Notice to Leave - FORM 12 ATTACHED -Tenant Attempted to Blackmail Landlord to Accept Tenancy Agreement

27.03.2024 #1 Landlord Issued Notice to Vacate Property by 30 SEPTEMBER 2024, Including Rent & Lease Details

27.03.2024 #2 Landlord Issued Notice to Vacate Property by 30 SEPTEMBER 2024, Including Rent & Lease Details

28.01.2024 - 29.01.2025 Tenant's response to Landlord - denial of allegations - FORM 11 ATTACHED

28.03.2024 #1 Tenant discrepancy over lease terms & end date

28.03.2024 #2 Tenant discrepancy over lease terms & end date

29.01.2025 Tenant Non-Response Landlords Follow-Up Emails Issed 24 & 28 January 2025 (2)

29.03.2024 #1 Landlord disputes period, no agreement to terms & date

29.03.2024 #2 Landlord disputes period, no agreement to terms & date

29.03.2024 #3 Landlord disputes period, no agreement to terms & date

29.03.2024 #4 Landlord disputes period, no agreement to terms & date

29.03.2024 #5 Landlord disputes period, no agreement to terms & date

29.03.2024 #6 Landlord disputes period, no agreement to terms & date

30.12.2024 Falsified Rental Receipt - Attempt to proport existence of Tenancy Rental Agreement

30.12.2024 Tenant acknowledged providing falsified receipt for rent to landlord

31.12.2024 FORM 11 ATTACHMENT - Tenant Email - Notice to Remedy Breach 31.01.2025

31.12.2024 Tenant Issuing Notice to Remedy Breach - FORM 11 Attached

I have not uploaded:

section 61 - 64 of the RTRA Act 2008

section 246(a) of the RTRA Act 2008 - Retaliation

Riki Dahm Affidavit

Stuart Loudon Affidavit

Subject: Re: Update to Affiliates & Attachments
Date: Sunday, 2 February 2025 at 7:37:36 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>, Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg

Absolutely. I will have the drafts to you for review within the next 2 days.

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Sunday, 2 February 2025 6:19 PM
To: Holly Osborne <hollyteganosborne@hotmail.com>; Riki Dahm <rikidahm84@gmail.com>
Subject: RE: Update to Affiliates & Attachments

Thank you Holly,

I will wait to get the updated draft documents from you. Please allow me to renew them before you sign them.

Has the Tribunal confirmed they will arrange service of the documents upon the Respondents?

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:

1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

Email scammers may target law practices, and their clients.
Please therefore:

1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Sunday, 2 February 2025 5:20 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>; Riki Dahm <rikidahm84@gmail.com>
Subject: Update to Affiliates & Attachments

Dear Stuart,

I hope you are doing well.

I wanted to provide you with an update regarding the affidavits and supporting attachments. I have put together a number of attachments, which have been titled and referenced in accordance with the application and the affidavits for both myself and Riki. Once finalised, I will email them to you so that you can apply the same changes and referencing to your affidavit.

Please note changes have been made to the affidavits, ensuring that all relevant content and supporting information are accurately set out in alignment with the attachments.

These documents will be provided to you within the next two to four days.

Please let me know if you require anything further in the meantime.

Kind regards,

Holly

Subject: Re: SAND - RE: Service Copy for Q1499-25- Rhonda Ann Knyvett v. Garth Wilfred Osborne & Anor CRM:0125214
Date: Sunday, 2 February 2025 at 7:37:01 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Attachments: image001.png

Thanks Stuart.

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Sunday, 2 February 2025 6:21 PM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Subject: RE: SAND - RE: Service Copy for Q1499-25- Rhonda Ann Knyvett v. Garth Wilfred Osborne & Anor CRM:0125214

Holly,
Forget my enquiry about service- the Tribunal has confirmed they will attend to service of the Respondents which is good to hear.
Stuart

From: no_reply_prd_ecourt <no_reply_prd_ecourt@justice.qld.gov.au>
Sent: Friday, 31 January 2025 10:43 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: SAND - RE: Service Copy for Q1499-25- Rhonda Ann Knyvett v. Garth Wilfred Osborne & Anor CRM:0125214

Dear Party

Case number: Q1499-25
Applicant: Rhonda Ann Knyvett
Respondent: Garth Wilfred Osborne, Ann Anthonisz

The Queensland Civil and Administrative Tribunal (QCAT) has received your application for minor civil dispute – residential tenancy dispute.

The QCAT online case portal QCase (available via the QCAT website) for minor civil disputes allows you to lodge documentation and applications, update your details and access information about your case such as the status of your matter, when hearings are scheduled, what documents have been lodged and what decisions have been made. The portal is available 24 hours a day, 7 days a week.

What you must do
If your application is in relation to a bond amount, you must advise the Residential Tenancy Authority (RTA) that you have applied to QCAT and provide your case number Q1499-25 within seven days or within the time period nominated by the RTA in the Notice of Unresolved Dispute. You need to do this to make sure the RTA does not pay the bond out.

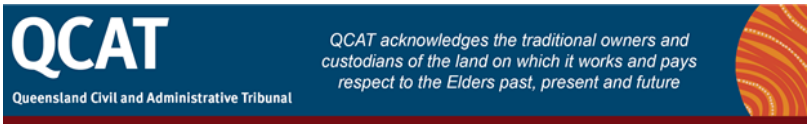
What happens nextDelete if service not required –

Attached is a sealed copy of the application. QCAT will serve a sealed copy of your application on the respondent/s.

This application will be scheduled for a hearing and notices will be sent to all parties. Current timeframes to hearing are on the QCAT website and you can check the status of your application at any time in the portal.

For further information about the residential tenancy dispute process, including information about preparing evidence, preparing for proceedings and making applications in your case, please see Practice Direction 4 of 2023 – Applications about residential tenancy disputes, and the information on QCAT's website at https://www.qcat.qld.gov.au/case-types/residential-tenancy-dispute-process
Include ONLY when a copy of the decision has not been provided –
Delete if no receipt enclosed –
Yours sincerely

for
Principal Registrar
Queensland Civil and Administrative Tribunal
w: qcat.qld.gov.au



****
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It is your responsibility to ensure that this email does not contain and is not affected by computer viruses, defects or interferences by third parties or replication problems.
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Subject: Update to Affiliates & Attachments
Date: Sunday, 2 February 2025 at 5:20:26 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>, Riki Dahm <rikidahm84@gmail.com>

Dear Stuart,

I hope you are doing well.

I wanted to provide you with an update regarding the affidavits and supporting attachments. I have put together a number of attachments, which have been titled and referenced in accordance with the application and the affidavits for both myself and Riki. Once finalised, I will email them to you so that you can apply the same changes and referencing to your affidavit.

Please note changes have been made to the affidavits, ensuring that all relevant content and supporting information are accurately set out in alignment with the attachments.

These documents will be provided to you within the next two to four days.

Please let me know if you require anything further in the meantime.

Kind regards,

Holly

Subject: Re: QCAT application lodged Q1499-25.
Date: Sunday, 2 February 2025 at 7:15:40 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>

Hi Stuart,

Following on from my email about lodging the application on Friday, I wanted to confirm that it has been lodged with legal representation, providing your details and justification. Given that Mum (Rhonda) is an elderly person, has diminished capacity, and is not digitally literate, she requires representation to ensure a fair hearing.

Additionally, we may not be able to rely on the EPA as it does not specifically cover property matters, so this will need to be considered.

I also wanted to ask whether it would be possible to recover costs incurred, specifically legal fees. Would lodging an invoice and seeking recovery be an option?

The application at QCAT will be held at the Magistrates Court at Sandgate, which should at least be convenient for all of us.

Riki will be updating his affidavit, and once it is certified by a JP, I will lodge it within the application in the coming days. I will also wait for you to flick over your updated copy, and once received, I will lodge that via the online portal.

Iâ€™ll be sending through all attachments today, along with a screenshot for reference, so you can see how everything has been set out. Since itâ€™s Sunday, I donâ€™t expect or want you to work outside of your normal hoursâ€”happy to touch base on Monday.

Thanks,

Holly

Sent from my iPhone

> On 31 Jan 2025, at 10:56 pm, Holly Osborne <hollyteganosborne@hotmail.com> wrote:
>
> Hi Stuart
>
> Just a quick note to let you know the QCAT application for the tenancy dispute has been lodged. Rhonda submitted it through her myGov digital ID via the QCAT portal, and the reference number is Q1499-25.
>
> I will work on getting the attachments together over the weekend and will send you a screenshot once lodged for your review.
>
> Thanks,
>
> Holly
>
> Sent from my iPhone

Subject: QCAT application lodged Q1499-25.
Date: Friday, 31 January 2025 at 10:56:05 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>

Hi Stuart

Just a quick note to let you know the QCAT application for the tenancy dispute has been lodged. Rhonda submitted it through her myGov digital ID via the QCAT portal, and the reference number is Q1499-25.

I will work on getting the attachments together over the weekend and will send you a screenshot once lodged for your review.

Thanks,

Holly

Sent from my iPhone

Subject: APPLICATION
Date: Friday, 31 January 2025 at 3:17:33 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: GARTH WILFRED OSBORNE
Attachments: Application 31.01.2025.pdf

Hi Stuart,

As per the text message I sent earlier, I've made several updates to the form. Specifically:

1. Applicant Change: I've updated the form to list myself as the applicant, given I am acting under the enduring power of attorney. This ensures that the form accurately reflects my role in the matter.

2. Part E and Section F Adjustments: I've proposed changes to Part E and Section F regarding assistance at the tribunal hearing. These changes aim to better align with the circumstances and the tribunal's requirements, ensuring that the adjustments are clearly specified.

3. Separate Accommodation Request: I've included a request for separate accommodation as a reasonable adjustment based on Rhonda's medical condition. This was proposed to ensure Rhonda's health and safety, and I will attach the medical certificate as supporting evidence if you agree with this addition.

Please review the proposed changes and confirm that the sections align with the QCAT portal. If everything looks good, I'll proceed with the next steps. Could you please confirm before 4:30 today?

Thank you for your assistance.

Holly

Subject: Re: Documents
Date: Wednesday, 29 January 2025 at 6:31:11 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg

Great, I will email you over the scanned copy for the file tomorrow.
Flick me over the completed application and I will submit it tomorrow afternoon through the portal.
Sent from my iPhone

On 29 Jan 2025, at 5:39 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Good afternoon,

I have just received your email containing further information Holly- thank you.

Riki's draft affidavit is attached in Word format so that you can insert the two dates of signing on the final page.

I will be leaving the office shortly as I mentioned, returning around 9 pm.

It may be best to delay signing for tomorrow as I will not have Holly's affidavit completed until, at the earliest, quite late tonight.

My affidavit is largely complete. I will send you a copy once completed. You do not have to worry about this as I have arranged for a colleague to witness my signing. We can arrange filing separately after you file the application and your affidavits.

I have not heard back yet from Riki regarding my enquiry about damage to the property. I can always insert any such details later. Otherwise, Riki, please confirm that you are happy with it or otherwise inform me of amendments. .

I have almost completed the Application so I will send you a draft for review, but please note there may be further amendments to be made. As I mentioned, I am trying to propose orders that will do as much as possible under the legislation to address outstanding matters.

There will be no prejudice to you in the Tribunal's eyes if the documents are signed tomorrow, although I realise signing tonight may have been more convenient. I want to ensure the documents are impeccable as I doubt the Respondents' material will be, and I want your case presented without blemish to the tribunal.

Please provide the mentioned medical certificate as it will greatly assist. If inconvenient it does not have to be immediately- as you mentioned we can always file supplementary affidavits later.

I greatly appreciate your responsiveness to, and patience with, my multiple requests for further information. Each will contribute to making your Mum's case as strongly as possible.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.
Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

<Riki Dahm draft Affidavit.doc>

Subject: Re: Evidence of periodic lease arrangement
Date: Wednesday, 29 January 2025 at 6:02:00 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: GARTH WILFRED OSBORNE
Attachments: [EXTERNAL] Fw: Provision of Ledger .eml

Hi Stuart

I hope this message finds you well.

To assist I have reconciled a summary of the relevant text message and email exchanges between Rhonda and Garth, which provide evidence supporting the periodic lease arrangement.

Text and Email Timeline

27 March 2024:
- Text Message from Rhonda to Garth: Rhonda communicates her expectation for Garth to vacate the property by 30 September 2024, a clear indication of a periodic lease. She also mentions that the first week's rent is due on 15 April 2024, suggesting an arrangement for periodic payments. Rhonda further notes that six months' notice is sufficient time for Garth to find new accommodation, reinforcing the periodic nature of the lease.

28 March 2024:
- Text Message from Garth to Rhonda: Garth disputes Rhonda's claim of a six-month rental period, stating that they had agreed to a 1-2 year rental term. He mentions they've been at the property for only three weeks, showing no formal written lease agreement in place.

29 March 2024:
- Text Message from Rhonda to Garth: Rhonda reaffirms her position that no 1-2 year rental term was agreed upon and expresses distress over Garth's changing plans, further indicating a lack of a formal lease.

3 November 2024:
- Text Message from Rhonda to Garth: Rhonda reminds Garth of the following:
  Rent is due the following day, indicating a periodic payment arrangement.
  Rhonda reiterates that Garth must vacate by 28 February 2025.
- Rhonda emphasizes that her plans beginning 1 March 2025 cannot be changed.
- Rhonda highlights that Garth has not responded to her previous messages, further supporting the notion of a periodic lease with no written terms.

23 December 2024:
- Meeting: Rhonda and Garth have a meeting regarding the sale of the property and matters related to the Ultra Super Fund.
- Rhonda experiences aggressive behaviour from Garth, prompting her to decide that all future communication will be via email only.
- Form 12 Notice (Email and Hand-delivery): Rhonda hand-delivers a Form 12 notice to Garth and emails it to both Garth and Ann Anthonize. The notice requires Garth to vacate the property by 28 February 2025.

30 December 2024:
- Email from Rhonda to Garth: Rhonda emails Garth outlining concerns regarding his behaviour, the lack of transparency around the Ultra Super Fund, and the rent payment process.
- She also reiterates the requirement for Garth to vacate the property by the date specified in the Form 12 notice.

Email from Garth to Rhonda:
- Garth responds, refuting Rhonda's allegations and requesting a receipt and ledger of rent payments.
- He expresses a desire to extend the tenancy until 30 September 2025.
- He also threatens to report Rhonda to Centrelink, Brisbane City Council, the Australian Taxation Office, and the Queensland Government electricity rebate section unless she agrees to set aside the Notice to Leave and extend the tenancy by 2 January 2025.
- This constitutes an attempt to blackmail Rhonda.
- Garth sets a deadline for Rhonda to cancel the Notice to Leave and extend the tenancy by the end of business on this date, threatening legal and governmental action if she does not comply by 2 January 2025.

13 January 2025:
- Email from Rhonda to Garth: Rhonda requests that all future rent payments be made directly to her bank account on a fortnightly basis.

28 February 2025:
- Form 12 Notice Deadline: The final date for Garth to vacate Rhonda's property, as per the Form 12 notice issued on 23 December 2024.

These exchanges provide compelling evidence that the arrangement between Rhonda and Garth is a periodic lease, with no formal tenancy agreement in place. Rhonda's communications indicate her understanding of a short-term, flexible arrangement, while Garth's lack of response and contradictory statements further reinforce the absence of a formal lease.

The relevant screenshots of text messages will be **provided** shortly.

Should you require any further information or clarification, please feel free to reach out.

Kind regards,
Holly Dahm

From: Holly Osborne
Sent: Wednesday, 29 January 2025 5:21 PM

To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Evidence of periodic lease arrangement

Hi Stuart

As you are aware Rhonda, the property owner, is seeking to terminate the current lease due to the lack of a formal tenancy agreement. Initially, she moved in with her family due to mental and physical health challenges. However, as her psychological health has improved, Rhonda is eager to regain her independence and unrestricted access to her home. Her request is rooted in her homeowner's rights and her desire to live in her property in a way that aligns with her personal needs and improved health condition.

I am providing a detailed information of the text exchanges between Rhonda and Garth , which provide evidence of periodic lease arrangement with no formal tenancy agreement in place.

On 27/03/2024, Rhonda communicates her expectation for Garth to vacate the property by 30th September 2024, a clear indication of a periodic lease as she is setting a specific end date without reference to a formal lease agreement. She also mentions that the first week's rent is due on 15/04/2024, which suggests an agreement for periodic payments. Rhonda's assertion that six months is sufficient time for Garth to find a new place further underscores the absence of a fixed-term lease.

Garth disputes Rhonda's claim on 28/03/2024, stating that Rhonda had agreed to rent her house to him for 1 to 2 years. However, he mentions that they have been at the property for only three weeks, and that Rhonda is reneging on their verbal agreement. This suggests that no written tenancy agreement exists. Garth's statement that he would have sought accommodation elsewhere if he had known the lease was only for six months further supports the claim of a periodic lease.

Rhonda reaffirms her position on 29/03/2024, stating she did not agree to rent her house to Garth for 1 to 2 years. She also expresses her distress over their discussions and the changes in Garth's plans, indicating a lack of a formal, stable agreement.

On 3/11/2024, Rhonda sends a message to Garth reminding him of several things:

1. Rent Due: Rhonda reminds Garth that the rent is due the following day, indicating an agreement for periodic payments, a characteristic of a periodic lease.
2. Superannuation: Rhonda asks Garth for an update on the progress of finalising their superannuation, indicating ongoing financial discussions unrelated to a formal lease agreement.
3. End Date of Residency: Rhonda reminds Garth that she had previously communicated the end date of his residency at her house as 28th February 2025, and notes that he has not acknowledged this message. This suggests that the lease is being extended periodically, in the absence of a formal agreement.
4. Concrete Plans: Rhonda states that she has concrete plans commencing on 1st March, which cannot be changed. This further indicates a periodic lease, as Rhonda is setting a specific end date without reference to a formal lease agreement.
5. Lack of Response: Rhonda notes that Garth has not responded to her previous message, underscoring the absence of a formal agreement and suggesting a lack of mutual understanding or agreement on the lease terms.

These exchanges provide key evidence that the arrangement between Rhonda and Garth is a periodic lease, with no formal tenancy agreement in place. Rhonda's messages indicate an understanding of a short-term, flexible arrangement, while Garth's lack of response suggests a misunderstanding or disagreement about the lease's duration.

Please refer to the below text messages for a more detailed understanding of the exchanges between Rhonda and Garth. I have attached the text message

The screenshots will be provided in zip folder in the following message, and can be submitted as evidence when I lodge the application tomorrow.

If you require any further information or clarification, please do not hesitate to ask.

Holly

TEXT MESSAGE EXCHANGE

27/03/2024 RHONDA KNYVETT
Hey. So I've had time to think since we met up In Redcliffe. I do feel as if I'm being used somewhat as I'm sure you've done well from the sale of Roghan road. That being said I've agreed to take off cleaning costs. As Deborah and ken were going to pay $400 weekly I think that's a fair charge for you. The 1st weeks rent is due 15/4. I do think 6 months is plenty of time to find what you're looking for. That will bring us to The end of sept (sept 30th '24). As you are going to wind up the super could u give me an approximation of what I'll receive. I've changed my mind about the letter box and if anything comes for you I'm happy to place at the door.
Cheers

3/11/2024 RHONDA KNYVETT

Hey Garth.
Reminding you that the rent is due tomorrow (Monday) November 4
Placed in my letterbox. $800 plus water usage $87 which I've paid. Photo to follow.
It has also been months since you advised me that you were finalising our super. Please advise me of that progress.
As you didn't acknowledge my text about your last date of residency at my house being 28 February 2025. It does deserve a response.
So I'm reminding you, I have concrete plans commencing 1 March that as I stated before cannot be changed.
Reminding you about Kal's Passport, it hasn't been mentioned whether you have located it or not. Cheers Rhonda

4/11/2024 RHONDA KNYVETT
Garth, fyi this has been the 3rd time rent was forgotten. There are multiple text messages with dates showing you had to be followed up about rent. The lack of communication from you does not show respect and courtesy towards me. You fail to provide a dignified response to me when I reach out to explain the conditions, whether it be the super or the date I've advised you to vacate.

7/11/2024 GARTH OSBORNE
Hi Rhonda, I'm waiting on the accountant to finalise the 23-24 FY super tax which will allow for the separation process to proceed. Cheers Garth

19/12/2024 GARTH OSBORNE
Hi Rhonda, Can we meet sometime in the next few days for signing of documents relating to super. Will need to be witnessed by JP Cheers Garth

20/12/2024 RHONDA KNYVETT
Hey Garth
Can you give me more information on what I am signing
And is this just to finalise the super. If so I'll require a statement of what I'll be receiving prior to me signing anything.
Thanks.

20/12/2024 RHONDA KNYVETT
That should work.
Also can you take photos of the documents that I'll be signing and send them through to me so I can a least read them properly before I sign them in front of the JP.

20/12/2024 GARTH OSBORNE
Let's meet and I'll table all documents and you can decide what you ok about.

20/12/2024 RHONDA KNYVETT
Hey i've got a lot going on at the moment so I would like to meet you tomorrow and take the documents with me so I can go over them without you hovering around me.
And more than happy to bring them back to you after I have perused them

20/12/2024 GARTH OSBORNE
Okay, meet you at 9.30 Monday, I'll leave the documents with you and meet up with you again in 30 minutes. How that sit with you?

20/12/2024 RHONDA KNYVETT
Just to make it clear. Please provide me with the statement of what I will receive prior to any signing of any documents in front of a JP.

Subject: Re: Please also provide Ann and your Dad's mobile numbers if you have them.
Date: Wednesday, 29 January 2025 at 5:29:03 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Attachments: image001.jpg

Regarding QCAT representation for Rhonda, would it be beneficial for her to supply a medical certificate to support the application for your representation, or mine as her EPA?

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Wednesday, 29 January 2025 5:17 PM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Subject: Please also provide Ann and your Dad's mobile numbers if you have them.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

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Email scammers may target law practices, and their clients.
Please therefore:

1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: Re: Confirmation to Proceed & Next Steps
Date: Wednesday, 29 January 2025 at 5:23:53 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg

Rhonda 0413688334
Holly 0401219842
Riki 0424161433

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Wednesday, 29 January 2025 5:13 PM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: RE: Confirmation to Proceed & Next Steps

Thank you Holly,

I have completed Riki's affidavit and will send it with the Application to you shortly. **Please send me your mother's and Riki's mobile numbers as they must be listed on the Application.**

I have largely completed my affidavit and will work on yours further once I receive the requested further information.

Pending your and Riki's further information as requested, and your approval of the initial drafts I will send you, we will hopefully have the documents signed either tonight or early tomorrow (noting it is already fairly late in the day). I will leave the day blank on the documents so that you can insert the actual date.

The Respondents will have time to file responsive documents. They will have to factually respond to the assertions in your Application and affidavits.

Re the further filing of material, this will give us opportunity to document any further developments.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

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Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
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From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Wednesday, 29 January 2025 3:29 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Confirmation to Proceed & Next Steps

Hi Stuart,

I'm writing to confirm that I'm in agreement with your recommendations and am prepared to proceed with all necessary actions. I would appreciate it if you could inform me of any specific steps that you need me to take.

Tomorrow, I plan to submit the application along with all supporting details to QCAT online.

This evening, I'll get the affidavits signed and witnessed by a JP. I will then scan and lodge them with the application tomorrow. I'll also make sure to provide you with any additional evidence, which includes screenshots of text messages and the transcript that highlights evidence of the periodic lease, as well as concerns regarding Garth Osborne's conduct.

I've been informed by QCAT that the hearing is likely to be arranged for a date 3 to 4 weeks from now. They've also mentioned that there's an

opportunity to add information to the case up to 7 days prior to the hearing. QCAT will be sending a notice of the application to all parties involved through the post.

If there are any other preparations I should make or additional steps you suggest, please let me know.

Thank you for your guidance. I'm looking forward to hearing your advice on the next steps.

Best regards, Holly

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Wednesday, 29 January 2025 3:20 PM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Subject: RHONDA'S TENANCY MATTER

Holly,

I have just blind copied you into my reply to an email received from Garth just now. I will exhibit these emails to my affidavit.

To round things out, once we file everything in the Tribunal tomorrow, I would suggest you issue a Notice of Breach to the Respondents setting out the breaches we have already mentioned in our 24 January 2025 letter (such as the horse trailer, security cameras etc and resulting damage to the property) giving at least 7 days to remedy.

I think leaving out the entry issue is advisable as given his conduct (regardless of his feigned offer of access next week) you have no reason to have confidence that this offer is genuine. We will rely on the Tribunal to issue a binding and enforceable order as to access.

I will issue the notice to them on your behalf so please send it to me for review.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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Subject: Re: Please also provide Ann and your Dad's mobile numbers if you have them.
Date: Wednesday, 29 January 2025 at 5:22:35 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Attachments: image001.jpg

Garth 0407755084
Ann 0401072389

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Wednesday, 29 January 2025 5:17 PM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Subject: Please also provide Ann and your Dad's mobile numbers if you have them.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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Subject: Evidence of periodic lease arrangement
Date: Wednesday, 29 January 2025 at 5:21:45 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>

Hi Stuart

As you are aware Rhonda, the property owner, is seeking to terminate the current lease due to the lack of a formal tenancy agreement. Initially, she moved in with her family due to mental and physical health challenges. However, as her psychological health has improved, Rhonda is eager to regain her independence and unrestricted access to her home. Her request is rooted in her homeowner's rights and her desire to live in her property in a way that aligns with her personal needs and improved health condition.

I am providing a detailed information of the text exchanges between Rhonda and Garth , which provide evidence of periodic lease arrangement with no formal tenancy agreement in place.

On 27/03/2024, Rhonda communicates her expectation for Garth to vacate the property by 30th September 2024, a clear indication of a periodic lease as she is setting a specific end date without reference to a formal lease agreement. She also mentions that the first week's rent is due on 15/04/2024, which suggests an agreement for periodic payments. Rhonda's assertion that six months is sufficient time for Garth to find a new place further underscores the absence of a fixed-term lease.

Garth disputes Rhonda's claim on 28/03/2024, stating that Rhonda had agreed to rent her house to him for 1 to 2 years. However, he mentions that they have been at the property for only three weeks, and that Rhonda is reneging on their verbal agreement. This suggests that no written tenancy agreement exists. Garth's statement that he would have sought accommodation elsewhere if he had known the lease was only for six months further supports the claim of a periodic lease.

Rhonda reaffirms her position on 29/03/2024, stating she did not agree to rent her house to Garth for 1 to 2 years. She also expresses her distress over their discussions and the changes in Garth's plans, indicating a lack of a formal, stable agreement.

On 3/11/2024, Rhonda sends a message to Garth reminding him of several things:

1. Rent Due: Rhonda reminds Garth that the rent is due the following day, indicating an agreement for periodic payments, a characteristic of a periodic lease.
2. Superannuation: Rhonda asks Garth for an update on the progress of finalising their superannuation, indicating ongoing financial discussions unrelated to a formal lease agreement.
3. End Date of Residency: Rhonda reminds Garth that she had previously communicated the end date of his residency at her house as 28th February 2025, and notes that he has not acknowledged this message. This suggests that the lease is being extended periodically, in the absence of a formal agreement.
4. Concrete Plans: Rhonda states that she has concrete plans commencing on 1st March, which cannot be changed. This further indicates a periodic lease, as Rhonda is setting a specific end date without reference to a formal lease agreement.
5. Lack of Response: Rhonda notes that Garth has not responded to her previous message, underscoring the absence of a formal agreement and suggesting a lack of mutual understanding or agreement on the lease terms.

These exchanges provide key evidence that the arrangement between Rhonda and Garth is a periodic lease, with no formal tenancy agreement in place. Rhonda's messages indicate an understanding of a short-term, flexible arrangement, while Garth's lack of response suggests a misunderstanding or disagreement about the lease's duration.

Please refer to the below text messages for a more detailed understanding of the exchanges between Rhonda and Garth. I have attached the text message

The screenshots will be provided in zip folder in the following message, and can be submitted as evidence when I lodge the application tomorrow.

If you require any further information or clarification, please do not hesitate to ask.

Holly

TEXT MESSAGE EXCHANGE

27/03/2024 RHONDA KNYVETT
Hey. So I've had time to think since we met up In Redcliffe. I do feel as if I'm being used somewhat as I'm sure you've done well from the sale of Roghan road. That being said I've agreed to take off cleaning costs. As Deborah and ken were going to pay $400 weekly I think that's a fair charge for you. The 1st weeks rent is due 15/4. I do think 6 months is plenty of time to find what you're looking for. That will bring us to The end of sept (sept 30th '24). As you are going to wind up the super could u give me an approximation of what I'll receive. I've changed my mind about the letter box and if anything comes for you I'm happy to place at the door.

Cheers

3/11/2024 RHONDA KNYVETT
Hey Garth.
Reminding you that the rent is due tomorrow (Monday) November 4
Placed in my letterbox. $800 plus water usage $87 which I've paid. Photo to follow.
It has also been months since you advised me that you were finalising our super. Please advise me of that progress.
As you didn't acknowledge my text about your last date of residency at my house being 28 February 2025. It does deserve a response.
So I'm reminding you, I have concrete plans commencing 1 March that as I stated before cannot be changed.
Reminding you about Kal's Passport, it hasn't been mentioned whether you have located it or not. Cheers Rhonda

4/11/2024 RHONDA KNYVETT
Garth, fyi this has been the 3rd time rent was forgotten. There are multiple text messages with dates showing you had to be followed up about rent. The lack of communication from you does not show respect and courtesy towards me. You fail to provide a dignified response to me when I reach out to explain the conditions, whether it be the super or the date I've advised you to vacate.

7/11/2024 GARTH OSBORNE
Hi Rhonda, I'm waiting on the accountant to finalise the 23-24 FY super tax which will allow for the separation process to proceed. Cheers Garth

19/12/2024 GARTH OSBORNE
Hi Rhonda, Can we meet sometime in the next few days for signing of documents relating to super. Will need to be witnessed by JP Cheers Garth

20/12/2024 RHONDA KNYVETT
Hey Garth
Can you give me more information on what I am signing
And is this just to finalise the super. If so I'll require a statement of what I'll be receiving prior to me signing anything.
Thanks.

20/12/2024 RHONDA KNYVETT
That should work.
Also can you take photos of the documents that I'll be signing and send them through to me so I can a least read them properly before I sign them in front of the JP.

20/12/2024 GARTH OSBORNE
Let's meet and I'll table all documents and you can decide what you ok about.

20/12/2024 RHONDA KNYVETT
Hey i've got a lot going on at the moment so I would like to meet you tomorrow and take the documents with me so I can go over them without you hovering around me.
And more than happy to bring them back to you after I have perused them

20/12/2024 GARTH OSBORNE
Okay, meet you at 9.30 Monday, I'll leave the documents with you and meet up with you again in 30 minutes. How that sit with you?

20/12/2024 RHONDA KNYVETT
Just to make it clear. Please provide me with the statement of what I will receive prior to any signing of any documents in front of a JP.

Subject: Re: Side issue (but potentially important)
Date: Wednesday, 29 January 2025 at 4:54:39 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>, Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg

Noted

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Wednesday, 29 January 2025 4:47 PM
To: Riki Dahm <rikidahm84@gmail.com>; Holly Osborne <hollyteganosborne@hotmail.com>
Subject: Side issue (but potentially important)

Holly and Riki,

Please note that while it is an offence in Queensland to film someone without their consent in circumstances where they reasonable expected the setting to be private, this does not apply to public places.

Should any inspection or other face to face contact with the Respondents occur, it may be wise to film the interaction whether or not you inform them you are doing so.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

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Subject: Re: Rhonda's QCAT matter
Date: Wednesday, 29 January 2025 at 4:53:55 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg

Correct

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Wednesday, 29 January 2025 4:50 PM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: RE: Rhonda's QCAT matter

Thank you,

It sounds as if no additional cost has been caused. Please confirm and I will amend Riki's affidavit.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Wednesday, 29 January 2025 4:49 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Re: Rhonda's QCAT matter

Hi

The installation was booked with Detector Inspector. The electrician assigned to us, Jai B., is an employee of Detector Inspector.

We have paid a subscription to Detector Inspector; however, the installation service was not completed and therefore a further payment has not been made. The installation was unable to proceed due to Garth Osborne's refusal to grant access to the premises, resulting in Jai B. having to cancel the installation.

Jai B. has subsequently informed his employer about the situation, and we received a cancellation notice from Detector Inspector.

For your reference, I have attached the email correspondence related to the booking and the cancellation notice we received. Should you require any further information or clarification on this matter, please do not hesitate to get in touch.

Thank you for your understanding and cooperation.

Kind regards,

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Wednesday, 29 January 2025 4:40 PM
To: Riki Dahm <rikidahm84@gmail.com>
Cc: Holly Osborne <hollyteganosborne@hotmail.com>
Subject: RE: Rhonda's QCAT matter

Thank you Riki,

That was very helpful. I have completed your draft affidavit and will shortly send it to you for review.

Do you or Holly have a copy of the electrician's invoice? If so, please send it to me as I want to exhibit it to your affidavit and claim it in the Application.

Also, Holly said in an earlier email that the horse trailer had caused damage to the property. I did a Google image search of the property, and saw that is quite nice lawns. Have they been visibly damaged by the horse trailer? If so please provide details.

Yours faithfully,

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From: Riki Dahm <rikidahm84@gmail.com>
Sent: Wednesday, 29 January 2025 3:55 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: Rhonda's QCAT matter

Hi Stuart

• Arrived at 18 Magnetic Street (Rhonda's residence) with the licensed electrician and knocked on the door. • Garth answered with "yes" I clearly stated that we were there for the scheduled inspection and mandatory smoke alarm installation. • Garth immediately responded by asserting that the lawyer had recalled the email notice previously sent to him. • He then provided a one-sentence document claiming the email had been recalled. • The electrician politely explained that the installation was a legal and insurance requirement. • Garth acknowledged this but dismissed it, stating that it had taken too long to be arranged, and subsequently refused entry. • I promptly contacted Holly, who instructed me to call Stuart Louden for legal clarification. • Called Stuart and placed him on speakerphone, where he confirmed the notice remained valid and enforceable. • Garth proceeded to engage in a heated argument with Stuart Louden, persistently disputing the validity of the notice. • His behaviour was uncooperative and obstructive, creating unnecessary delays. • I inquired whether he had obtained written permission for the installation of surveillance cameras at Rhonda's front door. • Garth refused to answer directly and instead stated, "That's none of your business." • Given the refusal of entry and escalating confrontation, the electrician and I left the premises.

Ann wasn't present initially but arrived home while Stuart was on the phone but did not engage.

My position held is field technical lead at Urban utilities

Please let me know if there is anything else you need.

On Wed, 29 Jan 2025 at 2:11 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

> Hi Riki,
>
> To assist me in preparing your affidavit:
>
> 1. I have prepared an affidavit for me to sign where I talk about my dealings with Mr Osborne,
> 2. Please confirm that Rhonda's electrician attended the property with you on 17 January 2025,
> 3. Tell me:
>
>   1. what happened when you arrived (including how he was acting- was he polite at any stage or combative from the start, was he at all physically aggressive or did he try to intimidate you at all by for example standing too close),
>   2. the content of your conversation with Mr Osborne (and Ann if she was present) and
>   3. what happened after I had the two telephone conversations with him.
>
> I will send you a draft of my affidavit- I would like you to be able to say in your affidavit that you have read and agree with its contents in relation to my telephone conversation with him.

I am not going to mention that you contacted police unless you told Mr Osborne that you had. Did you?
Thank you.

Yours faithfully,

STUART LOUDON
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Subject: Re: Rhonda's QCAT matter
Date: Wednesday, 29 January 2025 at 4:48:41 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg, Detector Inspector - Booking Cancellation.eml, Detector Inspector - Your request has been received.eml

Hi

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>   1. what happened when you arrived (including how he was acting- was he polite at any stage or combative from the start, was he at all physically aggressive or did he try to intimidate you at all by for example standing too close),
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>
> Website: www.Loudonlegal.com.au
> Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
> E-MAIL: STUART@LOUDONLEGAL.COM.AU
>
> FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
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Please therefore:

1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: Confirmation to Proceed & Next Steps
Date: Wednesday, 29 January 2025 at 3:29:21 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg

Hi Stuart,

I'm writing to confirm that I'm in agreement with your recommendations and am prepared to proceed with all necessary actions. I would appreciate it if you could inform me of any specific steps that you need me to take.

Tomorrow, I plan to submit the application along with all supporting details to QCAT online.

This evening, I'll get the affidavits signed and witnessed by a JP. I will then scan and lodge them with the application tomorrow. I'll also make sure to provide you with any additional evidence, which includes screenshots of text messages and the transcript that highlights evidence of the periodic lease, as well as concerns regarding Garth Osborne's conduct.

I've been informed by QCAT that the hearing is likely to be arranged for a date 3 to 4 weeks from now. They've also mentioned that there's an opportunity to add information to the case up to 7 days prior to the hearing. QCAT will be sending a notice of the application to all parties involved through the post.

If there are any other preparations I should make or additional steps you suggest, please let me know.

Thank you for your guidance. I'm looking forward to hearing your advice on the next steps.

Best regards, Holly

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Wednesday, 29 January 2025 3:20 PM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Subject: RHONDA'S TENANCY MATTER

Holly,

I have just blind copied you into my reply to an email received from Garth just now. I will exhibit these emails to my affidavit.

To round things out, once we file everything in the Tribunal tomorrow, I would suggest you issue a Notice of Breach to the Respondents setting out the breaches we have already mentioned in our 24 January 2025 letter (such as the horse trailer, security cameras etc and resulting damage to the property) giving at least 7 days to remedy.

I think leaving out the entry issue is advisable as given his conduct (regardless of his feigned offer of access next week) you have no reason to have confidence that this offer is genuine. We will rely on the Tribunal to issue a binding and enforceable order as to access.

I will issue the notice to them on your behalf so please send it to me for review.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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Subject: Re: Rhonda's matter part 2
Date: Wednesday, 29 January 2025 at 2:50:15 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
BCC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg

Field Technical Lead

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Wednesday, 29 January 2025 2:15 PM
To: Riki Dahm <rikidahm84@gmail.com>; Holly Osborne <hollyteganosborne@hotmail.com>
Subject: Rhonda's matter part 2

Riki,

Please inform me of your occupation for inclusion in the affidavit.

Thank you.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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Subject: Re: Your Mum's Application
Date: Wednesday, 29 January 2025 at 1:56:03 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>, Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg

Hi Stuart,
Please find below information as requested. Further information, and documentation to follow.

Full legal names

Riki Lee Dahm
52 Whitby Street Bracken Ridge 4017

Holly Tegan Dahm
52 Whitby Street Bracken Ridge 4017
Commenced as EPOA for Rhonda Ann Knyvett (immediately) from 8 January 2025

Rhonda Ann Knyvett
52 Whitby Street Bracken Ridge 4017

Garth Wilfred Osborne
Ann Anthonisz

Holly

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Wednesday, 29 January 2025 11:56 AM
To: Holly Osborne <hollyteganosborne@hotmail.com>; Riki Dahm <rikidahm84@gmail.com>
Subject: Your Mum's Application

Hi Holly,

I am working on this now.

To assist me, please:

1. Confirm that I may meet with you and Riki in the city or nearby (I live at Newmarket and work at Milton) to witness your affidavits tomorrow,
2. Give me your, Riki's and your Mum's full legal names (including middle names),
3. Confirm your current address (if you do not want to reveal your residential address we can use your work address- I use my office address for all correspondence),
4. Confirm when you started acting as your Mum's Attorney under the EPOA,
5. Give me Garth's full legal name and, if you can, Ann's (including middle names).

I will have the draft documents to you today. If possible I would like to finalise the content with you today so that I can print them and bring them to you without issue tomorrow morning.

I will assemble the documents and attachments so you don't need to print anything.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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Subject: Re: Our Client Rhonda Knyvett
Date: Tuesday, 28 January 2025 at 4:28:58 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>, Honda.r@hotmail.com <honda.r@hotmail.com>
Attachments: image001.jpg

No problem. Thank you for all your support.
Sent from my iPhone

On 28 Jan 2025, at 4:22 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Thank you Holly,

Given recent developments, I must amend my fee estimate to include the QCAT matter.

To prepare the Application and supporting documents, correspond with you to finalise the documents including obtaining your signatures, preparing copies and filing the documents in the Tribunal and serving the Respondents, my fee estimate (time-based at my hourly rate of $495.00 per hour) is $1,237.50 to $2,227.50 plus GST.

Our 5% discount for payment of invoices within 7 days applies.

Please confirm this is acceptable.

Please also confirm I may send the following to both Respondents:

We refer to your joint email received today from Mr Osborne's email address.

In our letter to you both dated 24 January 2025, we clearly articulated our client's position, her requirements, and the steps required for remedy.

In your email received today, four days later when we had requested urgent reply, you jointly stated " I refute your baseless allegations unequivocally".

You then, incongruently with your blanket rejection of our letter, propose that entry to the premises occur nine or ten days from now. Inspection was due to occur on 17 January 2025. You refused entry at that time.

In circumstances where you have jointly :

1. *Rejected the content of the entirety of our letter without explanation or evidence,*
2. *Failed to reply to our client's urgent requests, in relation to the Form 9, that you will allow entry to the premises without challenge within the stipulated timeframe (this timeframe being granted as a concession to you in good faith, when entry to Mr Dahm and our client's electrician was to occur on 17 January 2025, and arranging the electrician's return will likely cost our client money),*
3. *In so doing, apparently disregarded our having informed you that, should this not occur, we would file an Application for Urgent Hearing before the Queensland Civil and Administrative Tribunal,*
4. *Failed to reply to our request that you confirm that:*
    a. *you will remove the unauthorised security cameras and the unregistered horse float,*
    b. *the reasonable timeframe within which you will do so.*
    c. *you will refrain from making any modifications or alterations to the property without our client's prior written consent.*
5. *Again failed to reply to our client's request that:*
    "I ask that you immediately give written notice that your Notice is withdrawn, and that you comply with the Notice To Leave issued to you and the timeframe stipulated therein."
6. *Again failed to reply to our client's request that you give written notice that your Form 11 is withdrawn,*
7. *Failed to reply to our request that you confirm you and that you will comply with the Notice To Leave issued to you within the timeframe stipulated therein,*

our client, to protect her rights, has no option but to file an Application For Urgent Hearing before the Queensland Civil and Administrative Tribunal. We are attending to this now.

As we had previously stated in our letter to you, we will submit affidavits in support of our client's position and the veracity of the matters therein, exhibiting copies of the parties' correspondence.

We will contact you again once the Application and supporting documents have been filed.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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Cc: Riki Dahm <rikidahm84@gmail.com>; Honda.r@hotmail.com
Subject: Re: Our Client Rhonda Knyvett

Hi Stuart
Please proceed in accordance with the recommendation by lodging an application to QCAT. As mentioned, I am happy to assist, please advice any actions you require.

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Tuesday, 28 January 2025 3:04 PM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Riki Dahm <rikidahm84@gmail.com>; Honda.r@hotmail.com <honda.r@hotmail.com>
Subject: FW: Our Client Rhonda Knyvett

Holly,

Garth's response is below.

It is without substance. He has rejected a letter which mostly requests information and assurances on various matters. He has failed to reply to and rejected everything said despite the time and effort clearly shown in our considered response. He has however, inconsistently, acquiesced to a visit occurring.

In the interests of facilitating an outcome (and further showing your having acted in good faith) although it delays matter a week, I believe there is *some* merit in making a time with him for next week. Ideally, we could offer any time on either of those days if Riki and the electrician can manage that. This involves some risk that he will just create further delay. This course of action is a concession as he was required to provide access on the 17th.

If however we apply to QCAT for an urgent hearing, it will take control from his hands and will show you are serious. If the Application succeeds, the Tribunal will set a timeframe for the entry to occur. We can today inform them of our intention to do so as they are already in breach. He may try to remedy things in the meantime- if so you can always withdraw the hearing although you would have incurred the Tribunal's filing fee. The QCAT website states that the filing fee is "$90.10–$379.50 depending on amount claimed"- you are not claiming an amount so the filing fee is likely to be on the lower end. In that event I will draft the documents tomorrow with view to finalising them with you for filing on Thursday.

Having taken time to consider this, his demeanour to date and "head in the sand" response appears to warrant an urgent application to QCAT.

Please provide your instructions.
Yours faithfully,

STUART LOUDON
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Sent: Tuesday, 28 January 2025 2:03 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: Our Client Rhonda Knyvett

Stuart Loudon

RE: Email 24/01/2025

I refute your baseless false allegations unequivocally.

Your email 9/01/25 at 4.38pm, ‘ Stuart Loudon would like to recall the message. “ Notice of Entry - Form 9’.

There’s nothing opaque about that direct instruction.

It’s your requirement to issue an updated Form 9 unless you believe you're a lawyer whom can act outside the Residential Tenancies and Rooming Accomodation Act 2008.

This week is not convenient. Next week Thursday and Friday is possible at this stage.

We await your response,

GARTH OSBORNE & ANN ANTHONISZ

On 24 Jan 2025, at 3:40 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Dear Mr Osborne and Ms Anthonisz,

Our correspondence is attached.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

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<Form 9 - Notice of Entry - 17.01.25.pdf><Fwd_ Provision of Ledger .eml><Stuart Louden, recall of email to client.jpg>
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To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>, honda.r@hotmail.com <honda.r@hotmail.com>
Category: GARTH WILFRED OSBORNE
Attachments: image001.jpg

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Sent from my iPhone

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You then, incongruently with your blanket rejection of our letter, propose that entry to the premises occur nine or ten days from now. Inspection was due to occur on 17 January 2025. You refused entry at that time.

In circumstances where you have jointly :

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Holly,

Garth's response is below.

It is without substance. He has rejected a letter which mostly requests information and assurances on various matters. He has ignored and rejected everything said despite the time and effort clearly shown in our considered response. He has however, inconsistently, acquiesced to a visit occurring.

In the interests of facilitating an outcome (and further showing your having acted in good faith) although it delays matter a week, I believe there is *some* merit in making a time with him for next week. Ideally, we could offer any time on either of those days if Riki and the electrician can manage that. This involves some risk that he will just create further delay. This course of action is a concession as he was required to provide access on the 17th.

If however we apply to QCAT for an urgent hearing, it will take control from his hands and will show you are serious. If the Application succeeds, the Tribunal will set a timeframe for the entry to occur. We can today inform them of our intention to do so as they are already in breach. He may try to remedy things in the meantime- if so you can always withdraw the hearing although you would have incurred the Tribunal's filing fee. The QCAT website states that the filing fee is "$90.10–$379.50 depending on amount claimed"- you are not claiming an amount so the filing fee is likely to be on the lower end. In that event I will draft the documents tomorrow with view to finalising them with you for filing on Thursday.

Having taken time to consider this, his demeanour to date and "head in the sand" response appears to warrant an urgent application to QCAT.

Please provide your instructions.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
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If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Garth Osborne <go56@bigpond.com>
Sent: Tuesday, 28 January 2025 2:03 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: Our Client Rhonda Knyvett

Stuart Loudon

RE: Email 24/01/2025

I refute your baseless false allegations unequivocally.

Your email 9/01/25 at 4.38pm, ' Stuart Loudon would like to recall the message. " Notice of Entry - Form 9'.

There's nothing opaque about that direct instruction.

It's your requirement to issue an updated Form 9 unless you believe you're a lawyer whom can act outside the Residential Tenancies and Rooming Accomodation Act 2008.

This week is not convenient. Next week Thursday and Friday is possible at this stage.

We await your response,

GARTH OSBORNE & ANN ANTHONISZ

On 24 Jan 2025, at 3:40 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Dear Mr Osborne and Ms Anthonisz,

Our correspondence is attached.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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<Form 9 - Notice of Entry - 17.01.25.pdf><Fwd_ Provision of Ledger .eml><Stuart Louden, recall of email to client.jpg><RTA FORM 11 - Notice to remedy breach.pdf><Letter to Mr Osborne and Ms Anthonisz 24 January 2025.pdf>

Subject: Re: Our Client Rhonda Knyvett
Date: Tuesday, 28 January 2025 at 3:08:21 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>, honda.r@hotmail.com <honda.r@hotmail.com>
Category: GARTH WILFRED OSBORNE
Attachments: image001.jpg

Hi Stuart
Please proceed in accordance with the recommendation by lodging an application to QCAT. As mentioned, I am happy to assist, please advice any actions you require.

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Tuesday, 28 January 2025 3:04 PM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Riki Dahm <rikidahm84@gmail.com>; Honda.r@hotmail.com <honda.r@hotmail.com>
Subject: FW: Our Client Rhonda Knyvett

Holly,

Garth's response is below.

It is without substance. He has rejected a letter which mostly requests information and assurances on various matters. He has ignored and rejected everything said despite the time and effort clearly shown in our considered response. He has however, inconsistently, acquiesced to a visit occurring.

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Please provide your instructions.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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Sent: Tuesday, 28 January 2025 2:03 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: Our Client Rhonda Knyvett

Stuart Loudon

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There’s nothing opaque about that direct instruction.

It’s your requirement to issue an updated Form 9 unless you believe you're a lawyer whom can act outside the Residential Tenancies and Rooming Accomodation Act 2008.

This week is not convenient. Next week Thursday and Friday is possible at this stage.

We await your response,

GARTH OSBORNE & ANN ANTHONISZ

On 24 Jan 2025, at 3:40 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Dear Mr Osborne and Ms Anthonisz,

Our correspondence is attached.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

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<Form 9 - Notice of Entry - 17.01.25.pdf><Fwd_ Provision of Ledger .eml><Stuart Louden, recall of email to client.jpg><RTA FORM 11 - Notice to remedy breach.pdf><Letter to Mr Osborne and Ms Anthonisz 24 January 2025.pdf>

Subject: Re: Our Client Rhonda Knyvett
Date: Friday, 24 January 2025 at 5:46:33 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Category: GARTH WILFRED OSBORNE
Attachments: image001.jpg

Thank you
Sent from my iPhone

On 24 Jan 2025, at 5:21 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

It has been forwarded to her.

Enjoy your weekend.

Stuart

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Friday, 24 January 2025 4:21 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Re: Our Client Rhonda Knyvett

please also issue to Ann - ann.z.shopz@gmail.com

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Friday, 24 January 2025 3:40 PM
To: go56@bigpond.com <go56@bigpond.com>
Subject: Our Client Rhonda Knyvett

Dear Mr Osborne and Ms Anthonisz,

Our correspondence is attached.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

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Subject: Re: Our Client Rhonda Knyvett
Date: Friday, 24 January 2025 at 4:20:46 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Category: GARTH WILFRED OSBORNE
Attachments: image001.jpg

please also issue to Ann - ann.z.shopz@gmail.com

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Friday, 24 January 2025 3:40 PM
To: go56@bigpond.com <go56@bigpond.com>
Subject: Our Client Rhonda Knyvett

Dear Mr Osborne and Ms Anthonisz,

Our correspondence is attached.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

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Please therefore:

1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: Re: Your tenancy matter
Date: Friday, 24 January 2025 at 3:10:39 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Attachments: image001.jpg

Please proceed, include me as a cc please
Sent from my iPhone

On 24 Jan 2025, at 2:25 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Hi Holly,

I propose that I send the following on my letterhead to Garth and Ann. Please instruct me as to any amendments.

Garth Osborne & Ann Anthonisz

We act for Ms Rhonda Knyvett, the owner of the property in which you currently reside.

We are writing to address several matters in relation to your occupancy of our client's property at 18 Magnetic Street, Boondall, and your conduct towards our client.

Form 9 Notice of Entry.

Our client issued you with a compliant *Form 9 Notice of Entry* to enable her to ensure that she fulfilled her legal obligations to ensure installation of the smoke alarms in the property.

Without legal basis, you (Mr Osborne and Ms Ann Anthonisz) breached the Notice, refusing to allow our client's agent, her son-in-law Mr Riki Dahm **("Mr Dahm")**, to enter the property pursuant to the Notice on the specified date for entry of 17 January 2025.

When, at our client's request, I spoke to Mr Osborne on the telephone, Mr Osborne:

1. Made false allegations that I had withdrawn the Notice,
2. Initially refused to provide evidence for this false allegation, and only later showed Mr Dahm an auto-generated recall email (attached) issued by this firm's email server to the effect that an email this firm had sent Mr Osborne had been recalled, not, as you falsely allege, that the Notice of Entry had been withdrawn,
3. Ignored my informing him that:
    a. This auto-generated email did not pertain to the Notice, but to a routine email to our client I had sent Mr Osborne in error, and clearly stated that the email in question was being recalled,
    b. I had not issued the Entry Notice to you, and so his assertion that an email recall notice associated with correspondence from this offer could somehow constitute withdrawal of the Form 9 Notice was without basis,
    c. The Notice remained in effect,
    d. His compliance with the Notice was necessary for our client to comply with her legal obligations as owner of the property,
    e. Our client's agent was entitled to enter the property despite his refusal,
4. Was otherwise verbally aggressive and uncommunicative throughout the conversation, on several occasions leaving the call only to shout comments at me from a distance.

Mr Dahm, as our client's authorised representative (as stipulated in the Form 9), was entitled to inspect the external areas of the property to identify any unauthorised installations and breaches (such as your unauthorised installation of security cameras and retention of an unregistered horse float on the property which is damaging the property) without entering the residence. Mr Osborne's verbal aggression, attempts to intimidate, yelling and refusal to comply, directed towards Mr Dahm and myself, were entirely unacceptable.

Mr Osborne and Ms Ann Anthonisz's breach of the Form 9 Notice was:

1. thus perpetrated knowingly, despite having been informed that the Notice had not been withdrawn,
2. perpetrated without any legal or other basis,
3. perpetrated based on spurious assertions, which will not stand up to scrutiny should the matter be decided by the Queensland Civil and Administrative Tribunal **("QCAT")**.

The Form 9 Notice remains in effect. If access is not provided by **4:00 pm this coming Wednesday, 29 January 2025**, we will file an Application for Urgent Hearing before the Queensland Civil and Administrative Tribunal. Please therefore urgently confirm:

1. that Mr Osborne and Ms Ann Anthonisz will comply with the Notice,
2. that they will provide the required access without challenge.

As a courtesy we invite you to immediately provide suitable dates and times to this office, from which we will confirm a time for entry. Restrictive or unrealistic suggested times will be interpreted as refusal.

In the meantime, please confirm that:

1. you will remove the unauthorised security cameras and the unregistered horse float,
2. the reasonable timeframe within which you will do so.
3. You will refrain from making any modifications or alterations to the property without our client's prior written consent.

Please note that should it be necessary to bring this matter before QCAT, we anticipate that:

1. your correspondence with our client (and this letter) will be exhibited to affidavit evidence,
2. I will personally depose to an affidavit setting out the content of the above telephone conversation I had with Mr Osborne.

Form 12 Notice To Leave

We have attached to this letter our client's email to you (issued by Mrs Holly Dahm) dated 7 January 2025, in which she refuted the assertions made in your Form 11. We are instructed that our client repeats, and relies upon, the statements made in that email. We note that:

1. Our client clearly stipulated the multiple deficiencies in your responsive Form 11 and its lack of any legal substance or basis,
2. You ignored the direction in that email that any further correspondence be addressed to this firm, not to our client,
3. You have similarly ignored our client's request that:

"I ask that you immediately give written notice that your Notice is withdrawn, and that you comply with the Notice To Leave issued to you and the timeframe stipulated therein."

Our client has instructed us to reject your offer (attached) to remain residing in the property, paying additional rent, after the Exit Date of 28 February 2025.

For clarity, we reiterate that our client's Notice to Leave is legally compliant with the statutory requirements, and that you must vacate the property on the Exit Date specified, being *28 February 2025*.

We require that you immediately, as our client requested, give written notice that your Form 11 is withdrawn, and that you will comply with the Notice To Leave issued to you within the timeframe stipulated therein

Should you fail to vacate the property on that date, we hold instructions to immediately apply to QCAT for a warrant of possession. Should that be required, again, the correspondence between the parties, including this email, will be exhibited to an affidavit of evidence.

Our client has already informed you, in the attached email, that the AGL account will be terminated on that date.

Your Conduct Towards Our Client

We do not anticipate that your conduct towards a woman who is in our client's vulnerable position will be viewed at all favourably by the Tribunal,

Mrs Dahm, in her 7 January 2025 email to you, has already objected to your coercive, intimidatory and illegal conduct towards our client. We have copies of emails and texts exchanged between you and our client which are, in some cases, concerning as to their tone and content. These are likely to constitute exhibits to our client's QCAT affidavit evidence.

We also hold evidence of your making threats of blackmail towards our client attempting to compel her to withdraw her Notice to Vacate, and she reserves her rights to make a complaint to Queensland Police in relation to this ostensibly criminal conduct.

Despite notice that you are to solely correspond with this office, you have continued to correspond with our client.
Our client is concerned that you have attempted to vary the terms of the periodic tenancy. We trust that this does not constitute a purported attempt to assert the existence of a fixed term tenancy agreement. Any such assertions will be challenged and evidence submitted to the Tribunal.

In Closing

We have taken care to articulate:

1. our client's position,
2. matters for which our client requires your response,
3. the necessity of you complying with our client's Notices, and otherwise to behave appropriately towards our client,
4. the likely consequences of any continued non-compliance, by you, with your obligations.

Any correspondence in this matter, as our client has already informed you, is to be addressed to this office, not to our client.

We await your prompt reply,

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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2. Look for emails with bank account details that appear altered.

<mime-attachment>
<Form 9 - Notice of Entry - 17.01.25.pdf>

Subject: Re: Email Timing
Date: Friday, 24 January 2025 at 1:09:52 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Attachments: image001.jpg

How are we progressing with the correspondence to Garth. I'm eager to have it sent out and am hoping you will be in a position to issue it today.

I won't need to review a further draft. I trust you will have amended the required edits, and included sufficient information in addressing the matters.

Please include me in cc.

Looking forward to the next steps,

Thank you

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Friday, 24 January 2025 10:44 AM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Subject: RE: Email Timing

Thank you Holly,

I often schedule my emails as I am often in the office outside of normal office hours. I do appreciate your comment though, thank you.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Friday, 24 January 2025 9:12 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Email Timing

Dear Stuart,

Please don't feel obligated to respond to my emails outside of business hours. I often work at varying times due to my schedule, but I completely understand and respect standard working hours for responses.

Kind regards,

Holly
from my iPhone

On 23 Jan 2025, at 10:02 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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2. Look for emails with bank account details that appear altered.

Subject: Email Timing
Date: Friday, 24 January 2025 at 9:11:51 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Attachments: image001.jpg

Dear Stuart,

Please don't feel obligated to respond to my emails outside of business hours. I often work at varying times due to my schedule, but I completely understand and respect standard working hours for responses.

Kind regards,

Holly
from my iPhone

> On 23 Jan 2025, at 10:02 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
>
> Yours faithfully,
>
> **STUART LOUDON**
> Director and Court-Appointed Costs Assessor
>
> <image001.jpg>
>
> Website: www.Loudonlegal.com.au
> Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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> Please therefore:
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Subject: Provision of material - Hall & Wilcox
Date: Thursday, 23 January 2025 at 9:59:52 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: McLane Edinger <McLane.Edinger@hallandwilcox.com.au>, Christie Gardiner <Christie.Gardiner@hallandwilcox.com.au>, Laura Hanrahan <Laura.Hanrahan@hallandwilcox.com.au>
Priority: High
Category: H & W
Attachments: RE: Formal Request for Information and Documentation Regarding SMSF Concerns.eml

Evening Stuart

I kindly request that any correspondence, information, or materials relating to Ultra Super Fund be emailed to Mclean Edgar, Partner at Hall and Wilcox, at mclane.edinger@hallandwilcox.com.au. I will provide all correspondence issued or received by Rhonda and I, as well as the documentation in our possession.

This includes correspondence received directly by you from the Actuary, including attachments, which I've also attached to this email.

If there is anything beyond what I have mentioned, could you please forward it? I believe I've covered everything, but kindly double-check to ensure nothing is missed.

Thank you

Holly

Subject: Re: Updated Instructions - Periodic Lease and next steps for tenancy matters
Date: Thursday, 23 January 2025 at 6:09:27 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: GARTH WILFRED OSBORNE

Dear Stuart,

I hope you're well. I wanted to check in on items discussed in the below email trail.

In terms of next steps, please let me know if you need anything further from me.

I look forward to reviewing the correspondence, and greatly value your insight.

I understand you mentioned QCAT, I wish you progress all avenues to that may assist.

If there are any additional actions required, please don't hesitate to let me know.

Kind regards,

Sent from my iPhone

> On 21 Jan 2025, at 10:45 pm, Holly Osborne <hollyteganosborne@hotmail.com> wrote:
>
> Awesome, thanks.
> Sent from my iPhone
>
> > On 21 Jan 2025, at 8:20 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
> >
> > Thank you Holly
> > I was tied up today but will have a further draft to you tomorrow with view to sending it to them asap.
> > Stuart
> >
> > Get Outlook for iOS
> >
> > ---
> > **From:** Holly Osborne <hollyteganosborne@hotmail.com>
> > **Sent:** Tuesday, January 21, 2025 8:18:37 PM
> > **To:** Stuart Loudon <Stuart@loudonlegal.com.au>; Riki Dahm <rikidahm84@gmail.com>
> > **Subject:** Re: Updated Instructions - Periodic Lease and next steps for tenancy matters
> >
> > Dear Stuart,
> >
> > Please find attached the latest correspondence, including Garth and Ann's request to remain at the property and her offer of an additional $800.
> >
> > It is evident that Rhonda intends to return to the property, and no offer from Garth and Ann will alter this position.
> >
> > I also note their ongoing disregard for the direction that all correspondence should be directed you, and myself as the enduring power of attorney in previous instructions. Additionally, their conduct continues to raise serious concerns, including attempts to submit false documentation, alleged fraud, and the assertion of a tenancy agreement where none exists. Their behaviour has also involved intimidation, threats, coercive control, and attempts to undermine the process.
> >
> > Could you confirm whether the considerations discussed below have been incorporated into the second draft of the letter?
> >
> > Kind regards,
> > Holly Dahm
> >
> > ---
> > **From:** Holly Osborne <hollyteganosborne@hotmail.com>
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To: Stuart Loudon <Stuart@loudonlegal.com.au>; Riki Dahm <rikidahm84@gmail.com>
Subject: Re: Updated Instructions - Periodic Lease and next steps for tenancy matters

Re: Feedback on Draft and Next Steps

Stuart

Thank you for the excellent work on the draft material. Your attention to detail is greatly appreciated, and the draft is very well written.

Unless you object, please include the following:

1. changes highlighted in blue,
2. attached Form 9 - Notice of Entry.
3. replace the term 'you', intentionally use both Mr Osborne and Ms Ann Anthonisz's names in **all** instance, except pertaining to Mr Osborne's conduct on 17 January.

LINK 4 TO 7 - Step out the following as much as possible with regard to both Ann and Garth, as I want to establish a strong patten of behaviour.

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   Garth and Ann **manipulated**, and **presented** Rhonda a receipt to falsify the existence of a tenancy agreement (**Attached**). Provide as an attachment.
   Step out the allegation, over using both Garth and Ann names in reference to the allegation they attempt to create a fraudulent evidence of a tenancy agreement, setting out that that is a Criminal Office, include reference penalties, state the material will be provided for QCAT, and consideration is being given by Rhonda to make a complaint with QPS against **both** Garth and Ann.
   (**Attached**) Garth and Ann provided Rhonda a receipt for rent, that contained false information that the rent was for a tenancy period relating to the two weeks rent for a period of 52 weeks **(2/52) two of fifty-two weeks**) in an attempt to fraudulently assert the existence of a **new** tenancy agreement with the intent to mislead the landlord or third parties (QCAT).
   with the text message, **attached** where they use threats and intimidation to compel Rhonda to sign a false and misleading document.
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I propose that I send the following on my letterhead to Garth and Ann. Please instruct me as to any amendments.

Garth Osborne & Ann Anthonisz

We act for Ms Rhonda Knyvett, the owner of the property in which you currently reside.

We are writing to address several matters in relation to your occupancy of our client's property at 18 Magnetic Street, Boondall, and your conduct towards our client.

Form 9 Notice of Entry.

Our client issued you with a compliant *Form 9 Notice of Entry* to enable her to ensure that she fulfilled her legal obligations to ensure installation of the smoke alarms in the property.

Without legal basis, you breached the Notice, refusing to allow our client's agent, her son in law Mr Riki Dahm **("Mr Dahm")**,

to enter the property pursuant to the Notice.

When, at our client's request, I spoke to Mr Osborne on the telephone, Mr Osborne: (*suggest stepping out the different definition between the words '**recall**' relating to an email, and '**withdraw**'. Noting Garth understands the difference when he sent an email to Rhonda in an attempt to 'recall' his and Ann threats of blackmail. Please also reference Ann where appropriate in the draft. Garth sends emails stating 'we', and I wish this to be captured))

1. Made false allegations that I had withdrawn the Notice,
2. Initially refused to provide evidence for this false allegation, and only later showed Mr Dahm an auto-generated recall email (attached) issued by this firm's email server to the effect that an email this firm had sent Mr Osborne had been withdrawn,
3. Ignored my informing him that:
    1. This auto-generated email did not pertain to the Notice, but to a routine email to our client I had sent Mr Osborne in error, and clearly stated that the email in question was being recalled,
    2. I had not issued the Entry Notice to you, and so his assertion that an email recall notice associated with correspondence from this offer could somehow constitute withdrawal of the Form 9 Notice was without basis,
    3. The Notice remained in effect,
    4. His compliance with the Notice was necessary for our client to comply with her legal obligations as owner of the property,
    5. Our client's agent was entitled to enter the property despite his refusal,
4. Was otherwise verbally aggressive and uncommunicative throughout the conversation, on several occasions leaving the call only to shout comments at me from a distance.

Mr Dahm, as our client's authorised representative (as stipulated in the Form 9), was entitled to inspect the external areas of the property to identify any unauthorised installations and breaches (such as your unauthorised installation of security cameras and retention of an unregistered horse float on the property which is damaging the property) without entering the residence. Your verbal aggression, attempts to intimidate, yelling and refusal to comply, directed towards Mr Dahm and myself were entirely unacceptable.

Your breach of the Form 9 Notice was:

1. thus perpetrated knowingly, despite having been informed that the Notice had not been withdrawn,
2. perpetrated without any legal or other basis,
3. perpetrated based on spurious assertions, which will not stand up to scrutiny should the matter be decided by the Queensland Civil and Administrative Tribunal **("QCAT")**.

While the Form 9 Notice remains in effect, for an efficient progression of the matter, we are instructed that:

1. Our client will serve you with another Form 9,
2. The purpose of this Form 9 will be to:
    1. arrange an inspection of the condition of the property,
    2. facilitate the installation of smoke alarms.

In the meantime, please confirm that:

1. you will remove the unauthorised security cameras and the unregistered horse float,
2. the reasonable timeframe within which you will do so.
3. You will refrain from making any modifications or alterations to the property without our client's prior written consent.

Please note that should it be necessary to bring this matter before QCAT, we anticipate that:

1. your correspondence with our client will be exhibited to affidavit evidence,
2. I will personally depose to an affidavit setting out the content of the above telephone conversation I had with Mr Osborne.

Form 12 Notice To Leave

We have attached to this letter our client's email to you (issued by Mrs Holly Dahm) dated 7 January 2025, in which she refuted the assertions made in your Form 11. We are instructed that our client repeats, and relies upon, the statements made in that email. We note that:

1. Our client clearly stipulated the multiple deficiencies in your responsive Form 11 and its lack of any legal substance or basis,
2. You ignored the direction in that email that any further correspondence be addressed to this firm, not to our client,
3. You have similarly ignored our client's request that:

> *"I ask that you immediately give written notice that your Notice is withdrawn, and that you comply with the Notice To Leave issued to you and the timeframe stipulated therein."*

For clarity, we reiterate that our client's Notice to Leave is legally compliant with the statutory requirements, and that you must vacate the property on the date specified, being *28 February 2025*.

We require that you immediately, as our client requested, give written notice that your Form 11 is withdrawn, and that you will comply with the Notice To Leave issued to you within the timeframe stipulated therein

Should you fail to vacate the property on that date, we hold instructions to immediately apply to QCAT for a warrant of possession. Should that be required, again, the correspondence between the parties, including this email, will be exhibited to an affidavit of evidence.

Our client has already informed you, in the attached email, that the AGL account will be terminated on that date.

Your Conduct Towards Our Client

We do not anticipate that your conduct towards a woman who is in our client's vulnerable position will be viewed at all

favourably by the Tribunal,

Mrs Dahm, in her 7 January 2025 email to you, has already objected to your coercive, intimidatory and illegal conduct towards our client. We have copies of emails and texts exchanged between you and our client which are, in some cases, concerning as to their tone and content. These may constitute exhibits to our client's QCAT affidavit evidence.

We also hold evidence of your making threats of blackmail towards our client attempting to compel her to withdraw her Notice to Vacate, and she reserves her rights to make a complaint to Queensland Police in relation to this ostensibly criminal conduct.

In Closing

We have taken care to articulate:

1. our client's position,
2. matters for which our client requires your response,
3. the necessity of you complying with our client's Notices, and otherwise to behave appropriately towards our client,
4. the likely consequences of any continued non-compliance, by you, with your obligations.

Any correspondence in this matter, as our client has already informed you, is to be addressed to this office, not to our client.

We await your prompt reply,

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 7 January 2025 2:11 PM
To: go56@bigpond.com <go56@bigpond.com>; ann.z.shopz@gmail.com <ann.z.shopz@gmail.com>
Cc: Honda.r@hotmail.com <honda.r@hotmail.com>
Subject: Response to Form 11 Submission – Refutation of Allegations and Notice of Blackmail

Dear Garth Osborne & Ann Anthonisz

I am writing in response to the Form 11 submitted on 31 December 2024, in which you allege that I have violated the provisions of the *Residential Tenancies and Rooming Accommodation Act 2008* (the "RTAA Act"), specifically regarding Sections 61, 62, and 246(a), and assert retaliatory action in contravention of Section 276A. I categorically refute these allegations, and I also wish to address the inappropriate and unlawful actions referenced in your email dated 30 December 2024.

You have provided no evidence for the assertions made in your Form 11. These assertions are without basis.

1. No Evidence of Breach of Sections 61 and 62:
Section 61(7)(b) explicitly states that this section does not apply to a periodic tenancy such as exists between us.

Your assertions in relation to sections 61 and 62 of the *RTRA Act 2008 (Qld)* are thus irrelevant, but otherwise without basis.

The notice to leave issued to you and Ann Anthonisz was fully compliant with the relevant provisions of the Act. There has been no failure on the part to meet the legislative requirements, nor any improper action taken that would trigger the application of these sections.

2. No Retaliatory Action in Violation of Section 276A:
The claim of retaliatory action under Section 276A is without foundation. For Section 276(a) to apply, it is required that:

- The tenant took action to enforce their rights (such as issuing a notice to remedy a breach, requesting repairs, or making a complaint to an authority), and

- The landlord, knowing of such actions, then issued a retaliatory notice, such as a notice to remedy breach or a notice to leave.

In this case, no such action has been taken by you or Ann Anthonisz that would justify the application of Section 276A. The notice to leave was issued for legitimate reasons unrelated to any enforcement of rights or complaints made by you.

3. No Breach of Section 246(a) or Other Relevant Legislation:
The allegation of a breach under Section 246(a) is equally without substance or merit. There is no evidence to suggest I issued the notice to leave or engaged in any action with the intent to intimidate, punish, or retaliate against you. The actions taken were in line with standard matters and unrelated to any protected activity under the RTAA Act.

4. Reference to Email Dated 30 December 2024:
In your email dated 31 December 2024, you requested that the notice to leave be set aside, and the tenancy period extended through to the end of September 2025. You further indicated that failure to comply with this request by 5:00 PM on 2 January 2025 would result in you reporting the matter to various government bodies.

This communication is a clear example of attempted coercion and constitutes blackmail. For the avoidance of doubt, blackmail is defined under Section 369 of the *Criminal Code Act 1899 (Qld)* as demanding actions with menaces, or threatening to expose information that could be detrimental to another party unless certain actions are taken. The penalties for blackmail are severe, with the offence punishable by imprisonment for up to 14 years. I hereby reject your demand in its entirety.

5. Response to Intimidation and Blackmail:
Your attempts to force my compliance with your wishes is unlawful and wholly unacceptable. I will not tolerate such intimidation, nor will I comply with illegal demands made by you. Should you and Ann continue to make such threats, I will not hesitate to take immediate legal action.

6. Request for Dismissal of Matter:
Given there is no evidence of a breach of the RTAA Act 2008, and the lack of legal basis for the claims made in the Form 11, I ask that you immediately give written notice that your Notice is withdrawn, and that you comply with the Notice To Leave issued to you and the timeframe stipulated therein. The notice to leave complied with statutory obligations, and there is no legitimate basis for further consideration of this matter. You cannot merely remain resident in my house on your own terms.

I am formally notifying you that the AGL account will be deactivated on 28 February 2025, the date specified for your departure. The Urban Utilities bill for the period leading up to your departure will be issued to you for payment.

Any further attempts at intimidation or blackmail by your or Ann will not be tolerated and will be pursued to the fullest extent of the law.

I direct that any further correspondence in this matter be addressed to my solicitor, Mr Stuart Loudon at LOUDON LEGAL, email: stuart@loudonlegal.com.au

Regards

Rhonda Knyvett

Issued by Holly Dahm
Power of Attorney for Rhonda Knyvett

<image001.jpg>

Subject: Re: Updated Instructions - Periodic Lease and next steps for tenancy matters
Date: Tuesday, 21 January 2025 at 10:45:06 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
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CC: Riki Dahm <rikidahm84@gmail.com>
Category: GARTH WILFRED OSBORNE
Attachments: image001.jpg

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Form 9 Notice of Entry.

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Without legal basis, you breached the Notice, refusing to allow our client's agent, her son in law Mr Riki Dahm **("Mr Dahm")**, to enter the property pursuant to the Notice.

When, at our client's request, I spoke to Mr Osborne on the telephone, Mr Osborne: (*suggest stepping out the different definition between the words '**recall**' relating to an email, and '**withdraw**'. Noting Garth understands the difference when he sent an email to Rhonda in an attempt to 'recall' his and Ann threats of blackmail. Please also reference Ann where appropriate in the draft. Garth sends emails stating 'we', and I wish this to be captured))

1. Made false allegations that I had withdrawn the Notice,
2. Initially refused to provide evidence for this false allegation, and only later showed Mr Dahm an auto-generated recall email (attached) issued by this firm's email server to the effect that an email this firm had sent Mr Osborne had been withdrawn,
3. Ignored my informing him that:
    1. This auto-generated email did not pertain to the Notice, but to a routine email to our client I had sent Mr Osborne in error, and clearly stated that the email in question was being recalled,
    2. I had not issued the Entry Notice to you, and so his assertion that an email recall notice associated with correspondence from this offer could somehow constitute withdrawal of the Form 9 Notice was without basis,
    3. The Notice remained in effect,
    4. His compliance with the Notice was necessary for our client to comply with her legal obligations as owner of the property,
    5. Our client's agent was entitled to enter the property despite his refusal,
4. Was otherwise verbally aggressive and uncommunicative throughout the conversation, on several occasions leaving the call only to shout comments at me from a distance.

Mr Dahm, as our client's authorised representative (as stipulated in the Form 9), was entitled to inspect the external areas of the property to identify any unauthorised installations and breaches (such as your unauthorised installation of security cameras and retention of an unregistered horse float on the property which is damaging the property) without entering the residence. Your verbal aggression, attempts to intimidate, yelling and refusal to comply, directed towards Mr Dahm and myself were entirely unacceptable.

Your breach of the Form 9 Notice was:

1. thus perpetrated knowingly, despite having been informed that the Notice had not been withdrawn,
2. perpetrated without any legal or other basis,
3. perpetrated based on spurious assertions, which will not stand up to scrutiny should the matter be decided by the Queensland Civil and Administrative Tribunal **("QCAT")**.

While the Form 9 Notice remains in effect, for an efficient progression of the matter, we are instructed that:

1. Our client will serve you with another Form 9,
2. The purpose of this Form 9 will be to:
    1. arrange an inspection of the condition of the property,
    2. facilitate the installation of smoke alarms.

In the meantime, please confirm that:

1. you will remove the unauthorised security cameras and the unregistered horse float,
2. the reasonable timeframe within which you will do so.
3. You will refrain from making any modifications or alterations to the property without our client's prior written consent.

Please note that should it be necessary to bring this matter before QCAT, we anticipate that:

1. your correspondence with our client will be exhibited to affidavit evidence,
2. I will personally depose to an affidavit setting out the content of the above telephone conversation I had with Mr Osborne.

Form 12 Notice To Leave

We have attached to this letter our client's email to you (issued by Mrs Holly Dahm) dated 7 January 2025, in which she refuted the assertions made in your Form 11. We are instructed that our client repeats, and relies upon, the statements made in that email. We note that:

1. Our client clearly stipulated the multiple deficiencies in your responsive Form 11 and its lack of any legal substance or basis,
2. You ignored the direction in that email that any further correspondence be addressed to this firm, not to our client,
3. You have similarly ignored our client's request that:

> *"I ask that you immediately give written notice that your Notice is withdrawn, and that you comply with the Notice To Leave issued to you and the timeframe stipulated therein."*

For clarity, we reiterate that our client's Notice to Leave is legally compliant with the statutory requirements, and that you must vacate the property on the date specified, being *28 February 2025*.

We require that you immediately, as our client requested, give written notice that your Form 11 is withdrawn, and that you will comply with the Notice To Leave issued to you within the timeframe stipulated therein

Should you fail to vacate the property on that date, we hold instructions to immediately apply to QCAT for a warrant of possession. Should that be required, again, the correspondence between the parties, including this email, will be exhibited to an affidavit of evidence.

Our client has already informed you, in the attached email, that the AGL account will be terminated on that date.

Your Conduct Towards Our Client

We do not anticipate that your conduct towards a woman who is in our client's vulnerable position will be viewed at all favourably by the Tribunal,

Mrs Dahm, in her 7 January 2025 email to you, has already objected to your coercive, intimidatory and illegal conduct towards our client. We have copies of emails and texts exchanged between you and our client which are, in some cases, concerning as to their tone and content. These may constitute exhibits to our client's QCAT affidavit evidence.

We also hold evidence of your making threats of blackmail towards our client attempting to compel her to withdraw her Notice to Vacate, and she reserves her rights to make a complaint to Queensland Police in relation to this ostensibly criminal conduct.

In Closing

We have taken care to articulate:

1. our client's position,
2. matters for which our client requires your response,
3. the necessity of you complying with our client's Notices, and otherwise to behave appropriately towards our client,
4. the likely consequences of any continued non-compliance, by you, with your obligations.

Any correspondence in this matter, as our client has already informed you, is to be addressed to this office, not to our client.

We await your prompt reply,

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 7 January 2025 2:11 PM
To: go56@bigpond.com <go56@bigpond.com>; ann.z.shopz@gmail.com <ann.z.shopz@gmail.com>
Cc: Honda.r@hotmail.com <honda.r@hotmail.com>
Subject: Response to Form 11 Submission – Refutation of Allegations and Notice of Blackmail

Dear Garth Osborne & Ann Anthonisz

I am writing in response to the Form 11 submitted on 31 December 2024, in which you allege that I have violated the provisions of the *Residential Tenancies and Rooming Accommodation Act 2008* (the "RTAA Act"), specifically regarding Sections 61, 62, and 246(a), and assert retaliatory action in contravention of Section 276A. I categorically refute these allegations, and I also wish to address the inappropriate and unlawful actions referenced in your email dated 30 December 2024.

You have provided no evidence for the assertions made in your Form 11. These assertions are without basis.

1. No Evidence of Breach of Sections 61 and 62:
Section 61(7)(b) explicitly states that this section does not apply to a periodic tenancy such as exists between us.

Your assertions in relation to sections 61 and 62 of the *RTRA Act 2008 (Qld)* are thus irrelevant, but otherwise without basis.

The notice to leave issued to you and Ann Anthonisz was fully compliant with the relevant provisions of the Act. There has been no failure on the part to meet the legislative requirements, nor any improper action taken that would trigger the application of these sections.

2. No Retaliatory Action in Violation of Section 276A:
The claim of retaliatory action under Section 276A is without foundation. For Section 276(a) to apply, it is required that:

- The tenant took action to enforce their rights (such as issuing a notice to remedy a breach, requesting repairs, or making a complaint to an authority), and
- The landlord, knowing of such actions, then issued a retaliatory notice, such as a notice to remedy breach or a notice to leave.

In this case, no such action has been taken by you or Ann Anthonisz that would justify the application of Section 276A. The notice to leave was issued for legitimate reasons unrelated to any enforcement of rights or complaints made by you.

3. No Breach of Section 246(a) or Other Relevant Legislation:
The allegation of a breach under Section 246(a) is equally without substance or merit. There is no evidence to suggest I issued the notice to leave or engaged in any action with the intent to intimidate, punish, or retaliate against you. The actions taken were in line with standard matters and unrelated to any protected activity under the RTAA Act.

4. Reference to Email Dated 30 December 2024:
In your email dated 31 December 2024, you requested that the notice to leave be set aside, and the tenancy period extended through to the end of September 2025. You further indicated that failure to comply with this request by 5:00 PM on 2 January 2025 would result in you reporting the matter to various government bodies.

This communication is a clear example of attempted coercion and constitutes blackmail. For the avoidance of doubt, blackmail is defined under Section 369 of the *Criminal Code Act 1899 (Qld)* as demanding actions with menaces, or threatening to expose information that could be detrimental to another party unless certain actions are taken. The penalties for blackmail are severe, with the offence punishable by imprisonment for up to 14 years. I hereby reject your demand in its entirety.

5. Response to Intimidation and Blackmail:
Your attempts to force my compliance with your wishes is unlawful and wholly unacceptable. I will not tolerate such intimidation, nor will I comply with illegal demands made by you. Should you and Ann continue to make such threats, I will not hesitate to take immediate legal action.

6. Request for Dismissal of Matter:
Given there is no evidence of a breach of the RTAA Act 2008, and the lack of legal basis for the claims made in the Form 11, I ask that you immediately give written notice that your Notice is withdrawn, and that you comply with the Notice To Leave issued to you and the timeframe stipulated therein. The notice to leave complied with statutory obligations, and there is no legitimate basis for further consideration of this matter. You cannot merely remain resident in my house on your own terms.

I am formally notifying you that the AGL account will be deactivated on 28 February 2025, the date specified for your departure. The Urban Utilities bill for the period leading up to your departure will be issued to you for payment.

Any further attempts at intimidation or blackmail by your or Ann will not be tolerated and will be pursued to the fullest extent of the law.

I direct that any further correspondence in this matter be addressed to my solicitor, Mr Stuart Loudon at LOUDON LEGAL, email: stuart@loudonlegal.com.au

Regards

Rhonda Knyvett

Issued by Holly Dahm
Power of Attorney for Rhonda Knyvett

Subject: Re: Updated Instructions - Periodic Lease and next steps for tenancy matters
Date: Tuesday, 21 January 2025 at 8:18:38 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>, Riki Dahm <rikidahm84@gmail.com>
Category: GARTH WILFRED OSBORNE
Attachments: image001.jpg, Provision of Ledger .eml

Dear Stuart,

Please find attached the latest correspondence, including Garth and Ann's request to remain at the property and her offer of an additional $800.

It is evident that Rhonda intends to return to the property, and no offer from Garth and Ann will alter this position.

I also note their ongoing disregard for the direction that all correspondence should be directed you, and myself as the enduring power of attorney in previous instructions. Additionally, their conduct continues to raise serious concerns, including attempts to submit false documentation, alleged fraud, and the assertion of a tenancy agreement where none exists. Their behaviour has also involved intimidation, threats, coercive control, and attempts to undermine the process.

Could you confirm whether the considerations discussed below have been incorporated into the second draft of the letter?

Kind regards,
Holly Dahm

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Monday, 20 January 2025 2:17 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>; Riki Dahm <rikidahm84@gmail.com>
Subject: Re: Updated Instructions - Periodic Lease and next steps for tenancy matters

Re: Feedback on Draft and Next Steps

Stuart

Thank you for the excellent work on the draft material. Your attention to detail is greatly appreciated, and the draft is very well written.

Unless you object, please include the following:

1. changes highlighted in blue,
2. attached Form 9 - Notice of Entry.
3. replace the term 'you', intentionally use both Mr Osborne and Ms Ann Anthonisz's names in **all** instance, except pertaining to Mr Osborne's conduct on 17 January.

LINK 4 TO 7 - Step out the following as much as possible with regard to both Ann and Garth, as I want to establish a strong patten of behaviour.

4. **RENTAL RECEIPT - attempt to fraudulently assert the existence**
   Garth and Ann **manipulated**, and **presented** Rhonda a receipt to falsify the existence of a tenancy agreement (**Attached**). Provide as an attachment.
   Step out the allegation, over using both Garth and Ann names in reference to the allegation they attempt to create a fraudulent evidence of a tenancy agreement, setting out that that is a Criminal Office, include reference penalties, state the material will be provided for QCAT, and consideration is being given by Rhonda to make a complaint with QPS against **both** Garth and Ann.
   (**Attached**) Garth and Ann provided Rhonda a receipt for rent, that contained false information that the rent was for a tenancy period relating to the two weeks rent for a period of 52 weeks **(2/52) two of fifty-two weeks**) in an attempt to fraudulently assert the existence of a **new** tenancy agreement with the intent to mislead the landlord or third parties (QCAT).
   with the text message, **attached** where they use threats and intimidation to compel Rhonda to sign a false and misleading document.
   Act of Fraudulent Misrepresentation - The false information purportedly supports the existence of a tenancy agreement where one does not exist or does not reflect the true terms agreed upon.
   Fraudulent Inducement - they presented the false receipt to Rhonda by placing it in the mailbox for her signature when picking up the rent for the purpose of inducing Rhonda to sign and or accept a tenancy agreement, which constitutes fraudulent inducement.
   Criminal Element - their conduct constitutes fraud, which involves intentional deception for unlawful gain.
   Legal Consequences and Remedies - Rhonda, as the landlord may challenge the alleged tenancy agreement and present evidence that the agreement is based on fraud or misrepresentation, wherein submissions will be made to QCAT to declare the purported agreement void ab initio (invalid from the start).
   Criminal Liability - The landlord may file a criminal complaint for:
   a. Fraud: Deceiving to secure tenancy rights.
   b. Forgery: If documents were altered or falsified.
   c. Submissions will be made to QCAT regarding 'Uttering a forged document', should we have concerns regard Garth and Ann's providing fraudulent evidence to third parties, eg, QCAT.

   This receipt was a further attempt at Intimidation, threats, coercive control
5. **EMAIL REQUEST FOR LEDGER - attempt to intimidation, threats, and coercive control**
   The email from Garth and Ann 30.12.24 requesting the rental ledger was another attempt to intimidation, threats, coercive control because:

Garth and Ann have had Rhonda sign rent receipts for the property while they were occupying it, whilst then requested a rental ledger which they already possess,
Raise concerns that this can only be interpreted as further evidence of Garth and Ann engaging further attempts of intimidation, coercion, and the use of coercive control against a vulnerable individual
Rhonda has been signing rent receipts up until the attempted fraud; however this rai**ses questions pertaining to the legitimacy of documents that have been put to Rhonda by Garth and Ann, and that may come up.**

6. **TEXT MESSAGE 30.12.24 - attempt to intimidation, threats, and coercive control**
   Garth sent a text message, **attached**, making further threats with intimidation in an attempt to compel Rhonda to unknowingly sign future documents containing false and or misleading information. Garth stated on 30 December 2024 'Hi Rhonda, You've just picked up the cash rent monies and departed and not left me a receipt. As you want the rent on time I want the receipt on time. Garth. As both parties live there, I want to ensure Ann is referenced in this.

Please **do not** send the screenshot, as I had renamed his last name.

Thank you again for your great work. I look forward reviewing the draft that included my suggested edits.

Best regards,
Holly Dahm

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Monday, 20 January 2025 10:26 AM
To: Holly Osborne <hollyteganosborne@hotmail.com>; Riki Dahm <rikidahm84@gmail.com>
Subject: RE: Updated Instructions - Periodic Lease and next steps for tenancy matters

Holly

Please see my changes in red at first point 2.

If conducted properly I see no basis for Garth pursuing an action of any substance against Riki. As mentioned, having a third party present as a witness would limit the risk.

I wrote the proposed response last night. I have thought more about it and it appears likely that he will similarly refuse access if you issue a second Notice of Entry.

You are already able to apply to QCAT seeking an order upholding the Notice of Entry. We cannot predict how long it will take for the tribunal to set it down for a hearing, and whether it will give a faster outcome then simply issuing a second Notice. You could cover both bases by issuing a second Notice and lodging an application to QCAT in the interim. It can always be withdrawn if he complies, and will provide extra incentive to comply.

If you elect to file an Application to QCAT it should be filed this week.

I do believe inspection of the property is warranted to assess any damage caused.

Residential Tenancies Authority would be the forum for mediation, but in the likely event the process does not reach resolution, an application to QCAT for compensation would be the next step. QCAT timeframes cannot be predicted as it depends on their availability to set the matter down or hearing.

In any QCAT hearing the Member will consider the parties' submissions and evidence.

Please confirm whether the letter is satisfactory and may be sent.

Stuart

From: Stuart Loudon
Sent: Monday, 20 January 2025 9:18 AM
To: Holly Osborne <hollyteganosborne@hotmail.com>; Riki Dahm <rikidahm84@gmail.com>
Subject: FW: Updated Instructions - Periodic Lease and next steps for tenancy matters
Importance: High

Thank you Holly,

I am happy, as you have stated, for you to engage a specialist lawyer to specifically deal with the SMSF details. A quick Google search confirmed there are a range of firms that offer this specialist service.

This will free me to work on the remaining matters in which I have greater experience and expertise.

I have been considering strategic options over the weekend and the pros and cons.

Please note that:

1. the lease is a periodic one already, and we informed Mr Osborne of this in your email dated 7 January 2025,
2. I cannot locate the Form 9 amidst the large volume of emails; to save time could you send it to me again so I can ensure my response is on point as to the purpose of the access,
3. I did inform Mr Osborne that I did not withdraw the notice, but as Rhonda's solicitor I could have withdrawn it for her if instructed to do so. This would have been explicitly expressed in a formal letter,

4. I have thus included your requested content in my proposed response below where appropriate, but some less material points have not been addressed in detail.

I do believe an inspection is warranted; it would be advisable to have a third party present as a witness; however I would suggest it is worth having me attend. I am not far from Boondall so it would not involve extensive travel. I can confidently and calmly deal with any escalated behaviour on his part (and support Riki whose patience will no doubt, understandably, be challenged by Garth's behaviour). It would mean that I can, if necessary, give evidence as a solicitor regarding any issues that arise during the inspection including objections or assertions by Garth.

I propose that I send the following on my letterhead to Garth and Ann. Please instruct me as to any amendments.

Garth Osborne & Ann Anthonisz

We act for Ms Rhonda Knyvett, the owner of the property in which you currently reside.

We are writing to address several matters in relation to your occupancy of our client's property at 18 Magnetic Street, Boondall, and your conduct towards our client.

Form 9 Notice of Entry.

Our client issued you with a compliant *Form 9 Notice of Entry* to enable her to ensure that she fulfilled her legal obligations to ensure installation of the smoke alarms in the property.

Without legal basis, you breached the Notice, refusing to allow our client's agent, her son in law Mr Riki Dahm **("Mr Dahm")**, to enter the property pursuant to the Notice.

When, at our client's request, I spoke to Mr Osborne on the telephone, Mr Osborne: (*suggest stepping out the different definition between the words '**recall**' relating to an email, and '**withdraw**'. Noting Garth understands the difference when he sent an email to Rhonda in an attempt to 'recall' his and Ann threats of blackmail. Please also reference Ann where appropriate in the draft. Garth sends emails stating 'we', and I wish this to be captured))

1. Made false allegations that I had withdrawn the Notice,
2. Initially refused to provide evidence for this false allegation, and only later showed Mr Dahm an auto-generated recall email (attached) issued by this firm's email server to the effect that an email this firm had sent Mr Osborne had been withdrawn,
3. Ignored my informing him that:
    1. This auto-generated email did not pertain to the Notice, but to a routine email to our client I had sent Mr Osborne in error, and clearly stated that the email in question was being recalled,
    2. I had not issued the Entry Notice to you, and so his assertion that an email recall notice associated with correspondence from this offer could somehow constitute withdrawal of the Form 9 Notice was without basis,
    3. The Notice remained in effect,
    4. His compliance with the Notice was necessary for our client to comply with her legal obligations as owner of the property,
    5. Our client's agent was entitled to enter the property despite his refusal,
4. Was otherwise verbally aggressive and uncommunicative throughout the conversation, on several occasions leaving the call only to shout comments at me from a distance.

Mr Dahm, as our client's authorised representative (as stipulated in the Form 9), was entitled to inspect the external areas of the property to identify any unauthorised installations and breaches (such as your unauthorised installation of security cameras and retention of an unregistered horse float on the property which is damaging the property) without entering the residence. Your verbal aggression, attempts to intimidate, yelling and refusal to comply, directed towards Mr Dahm and myself were entirely unacceptable.

Your breach of the Form 9 Notice was:

1. thus perpetrated knowingly, despite having been informed that the Notice had not been withdrawn,
2. perpetrated without any legal or other basis,
3. perpetrated based on spurious assertions, which will not stand up to scrutiny should the matter be decided by the Queensland Civil and Administrative Tribunal **("QCAT")**.

While the Form 9 Notice remains in effect, for an efficient progression of the matter, we are instructed that:

1. Our client will serve you with another Form 9,
2. The purpose of this Form 9 will be to:
    1. arrange an inspection of the condition of the property,
    2. facilitate the installation of smoke alarms.

In the meantime, please confirm that:

1. you will remove the unauthorised security cameras and the unregistered horse float,
2. the reasonable timeframe within which you will do so.
3. You will refrain from making any modifications or alterations to the property without our client's prior written consent.

Please note that should it be necessary to bring this matter before QCAT, we anticipate that:

1. your correspondence with our client will be exhibited to affidavit evidence,
2. I will personally depose to an affidavit setting out the content of the above telephone conversation I had with Mr Osborne.

Form 12 Notice To Leave

We have attached to this letter our client's email to you (issued by Mrs Holly Dahm) dated 7 January 2025, in which she refuted the assertions made in your Form 11. We are instructed that our client repeats, and relies upon, the statements made in that email. We note that:

1. Our client clearly stipulated the multiple deficiencies in your responsive Form 11 and its lack of any legal substance or basis,
2. You ignored the direction in that email that any further correspondence be addressed to this firm, not to our client,
3. You have similarly ignored our client's request that:

    "I ask that you immediately give written notice that your Notice is withdrawn, and that you comply with the Notice To Leave issued to you and

the timeframe stipulated therein."

For clarity, we reiterate that our client's Notice to Leave is legally compliant with the statutory requirements, and that you must vacate the property on the date specified, being *28 February 2025*.

We require that you immediately, as our client requested, give written notice that your Form 11 is withdrawn, and that you will comply with the Notice To Leave issued to you within the timeframe stipulated therein

Should you fail to vacate the property on that date, we hold instructions to immediately apply to QCAT for a warrant of possession. Should that be required, again, the correspondence between the parties, including this email, will be exhibited to an affidavit of evidence.

Our client has already informed you, in the attached email, that the AGL account will be terminated on that date.

Your Conduct Towards Our Client

We do not anticipate that your conduct towards a woman who is in our client's vulnerable position will be viewed at all favourably by the Tribunal,

Mrs Dahm, in her 7 January 2025 email to you, has already objected to your coercive, intimidatory and illegal conduct towards our client. We have copies of emails and texts exchanged between you and our client which are, in some cases, concerning as to their tone and content. These may constitute exhibits to our client's QCAT affidavit evidence.

We also hold evidence of your making threats of blackmail towards our client attempting to compel her to withdraw her Notice to Vacate, and she reserves her rights to make a complaint to Queensland Police in relation to this ostensibly criminal conduct.

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We have taken care to articulate:

1. our client's position,
2. matters for which our client requires your response,
3. the necessity of you complying with our client's Notices, and otherwise to behave appropriately towards our client,
4. the likely consequences of any continued non-compliance, by you, with your obligations.

Any correspondence in this matter, as our client has already informed you, is to be addressed to this office, not to our client.

We await your prompt reply,

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 7 January 2025 2:11 PM
To: go56@bigpond.com <go56@bigpond.com>; ann.z.shopz@gmail.com <ann.z.shopz@gmail.com>
Cc: Honda.r@hotmail.com <honda.r@hotmail.com>
Subject: Response to Form 11 Submission – Refutation of Allegations and Notice of Blackmail

Dear Garth Osborne & Ann Anthonisz

I am writing in response to the Form 11 submitted on 31 December 2024, in which you allege that I have violated the provisions of the *Residential Tenancies and Rooming Accommodation Act 2008* (the "RTAA Act"), specifically regarding Sections 61, 62, and 246(a), and assert retaliatory action in contravention of Section 276A. I categorically refute these allegations, and I also wish to address the inappropriate and unlawful actions referenced in your email dated 30 December 2024.

You have provided no evidence for the assertions made in your Form 11. These assertions are without basis.

1. No Evidence of Breach of Sections 61 and 62:
Section 61(7)(b) explicitly states that this section does not apply to a periodic tenancy such as exists between us.

Your assertions in relation to sections 61 and 62 of the *RTRA Act 2008 (Qld)* are thus irrelevant, but otherwise without basis.

The notice to leave issued to you and Ann Anthonisz was fully compliant with the relevant provisions of the Act. There has been no failure on the part to meet the legislative requirements, nor any improper action taken that would trigger the application of these sections.

2. No Retaliatory Action in Violation of Section 276A:
The claim of retaliatory action under Section 276A is without foundation. For Section 276(a) to apply, it is required that:

- The tenant took action to enforce their rights (such as issuing a notice to remedy a breach, requesting repairs, or making a complaint to an authority), and
- The landlord, knowing of such actions, then issued a retaliatory notice, such as a notice to remedy breach or a notice to leave.

In this case, no such action has been taken by you or Ann Anthonisz that would justify the application of Section 276A. The notice to leave was issued for legitimate reasons unrelated to any enforcement of rights or complaints made by you.

3. No Breach of Section 246(a) or Other Relevant Legislation:
The allegation of a breach under Section 246(a) is equally without substance or merit. There is no evidence to suggest I issued the notice to leave or engaged in any action with the intent to intimidate, punish, or retaliate against you. The actions taken were in line with standard matters and unrelated to any protected activity under the RTAA Act.

4. Reference to Email Dated 30 December 2024:
In your email dated 31 December 2024, you requested that the notice to leave be set aside, and the tenancy period extended through to the end of September 2025. You further indicated that failure to comply with this request by 5:00 PM on 2 January 2025 would result in you reporting the matter to various government bodies.

This communication is a clear example of attempted coercion and constitutes blackmail. For the avoidance of doubt, blackmail is defined under Section 369 of the *Criminal Code Act 1899 (Qld)* as demanding actions with menaces, or threatening to expose information that could be detrimental to another party unless certain actions are taken. The penalties for blackmail are severe, with the offence punishable by imprisonment for up to 14 years. I hereby reject your demand in its entirety.

5. Response to Intimidation and Blackmail:
Your attempts to force my compliance with your wishes is unlawful and wholly unacceptable. I will not tolerate such intimidation, nor will I comply with illegal demands made by you. Should you and Ann continue to make such threats, I will not hesitate to take immediate legal action.

6. Request for Dismissal of Matter:
Given there is no evidence of a breach of the RTAA Act 2008, and the lack of legal basis for the claims made in the Form 11, I ask that you immediately give written notice that your Notice is withdrawn, and that you comply with the Notice To Leave issued to you and the timeframe stipulated therein. The notice to leave complied with statutory obligations, and there is no legitimate basis for further consideration of this matter. You cannot merely remain resident in my house on your own terms.

I am formally notifying you that the AGL account will be deactivated on 28 February 2025, the date specified for your departure. The Urban Utilities bill for the period leading up to your departure will be issued to you for payment.

Any further attempts at intimidation or blackmail by your or Ann will not be tolerated and will be pursued to the fullest extent of the law.

I direct that any further correspondence in this matter be addressed to my solicitor, Mr Stuart Loudon at LOUDON LEGAL, email: stuart@loudonlegal.com.au

Regards

Rhonda Knyvett

Issued by Holly Dahm
Power of Attorney for Rhonda Knyvett

Subject: Re: Updated Instructions - Periodic Lease and next steps for tenancy matters
Date: Monday, 20 January 2025 at 2:17:03 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>, Riki Dahm <rikidahm84@gmail.com>
Priority: High
Category: GARTH WILFRED OSBORNE
Attachments: image001.jpg, Form 9 - Notice of Entry - 17.01.25.pdf, thumbnail_Screenshot 2025-01-20 at 13.40.37.jpg, Receipt - unsigned.jpg

Re: Feedback on Draft and Next Steps

Stuart

Thank you for the excellent work on the draft material. Your attention to detail is greatly appreciated, and the draft is very well written.

Unless you object, please include the following:

1. changes highlighted in blue,
2. attached Form 9 - Notice of Entry.
3. replace the term 'you', intentionally use both Mr Osborne and Ms Ann Anthonisz's names in **all** instance, except pertaining to Mr Osborne's conduct on 17 January.

LINK 4 TO 7 - Step out the following as much as possible with regard to both Ann and Garth, as I want to establish a strong patten of behaviour.

4. **RENTAL RECEIPT - attempt to fraudulently assert the existence**
   Garth and Ann **manipulated**, and **presented** Rhonda a receipt to falsify the existence of a tenancy agreement (**Attached**). Provide as an attachment.
   Step out the allegation, over using both Garth and Ann names in reference to the allegation they attempt to create a fraudulent evidence of a tenancy agreement, setting out that that is a Criminal Office, include reference penalties, state the material will be provided for QCAT, and consideration is being given by Rhonda to make a complaint with QPS against **both** Garth and Ann.
   (**Attached**) Garth and Ann provided Rhonda a receipt for rent, that contained false information that the rent was for a tenancy period relating to the two weeks rent for a period of 52 weeks **(2/52) two of fifty-two weeks**) in an attempt to fraudulently assert the existence of a **new** tenancy agreement with the intent to mislead the landlord or third parties (QCAT).
   with the text message, **attached** where they use threats and intimidation to compel Rhonda to sign a false and misleading document.
   Act of Fraudulent Misrepresentation - The false information purportedly supports the existence of a tenancy agreement where one does not exist or does not reflect the true terms agreed upon.
   Fraudulent Inducement - they presented the false receipt to Rhonda by placing it in the mailbox for her signature when picking up the rent for the purpose of inducing Rhonda to sign and or accept a tenancy agreement, which constitutes fraudulent inducement.
   Criminal Element - their conduct constitutes fraud, which involves intentional deception for unlawful gain.
   Legal Consequences and Remedies - Rhonda, as the landlord may challenge the alleged tenancy agreement and present evidence that the agreement is based on fraud or misrepresentation, wherein submissions will be made to QCAT to declare the purported agreement void ab initio (invalid from the start).
   Criminal Liability - The landlord may file a criminal complaint for:
   a. Fraud: Deceiving to secure tenancy rights.
   b. Forgery: If documents were altered or falsified.
   c. Submissions will be made to QCAT regarding 'Uttering a forged document', should we have concerns regard Garth and Ann's providing fraudulent evidence to third parties, eg, QCAT.

   This receipt was a further attempt at Intimidation, threats, coercive control
5. **EMAIL REQUEST FOR LEDGER - attempt to intimidation, threats, and coercive control**
   The email from Garth and Ann 30.12.24 requesting the rental ledger was another attempt to intimidation, threats, coercive control because:
   Garth and Ann have had Rhonda sign rent receipts for the property while they were occupying it, whilst then requested a rental ledger which they already possess,
   Raise concerns that this can only be interpreted as further evidence of Garth and Ann engaging further attempts of intimidation, coercion, and the use of coercive control against a vulnerable individual
   Rhonda has been signing rent receipts up until the attempted fraud; however this rai**ses questions pertaining to the legitimacy of documents that have been put to Rhonda by Garth and Ann, and that may come up.**
6. **TEXT MESSAGE 30.12.24 - attempt to intimidation, threats, and coercive control**
   Garth sent a text message, **attached**, making further threats with intimidation in an attempt to compel Rhonda to unknowingly sign future documents containing false and or misleading information. Garth stated on 30 December 2024 'Hi Rhonda, You've just picked up the cash rent monies and departed and not left me a receipt. As you want the rent on time I want the receipt on time. Garth. As both parties live there, I want to ensure Ann is referenced in this.

Please **do not** send the screenshot, as I had renamed his last name.

Thank you again for your great work. I look forward reviewing the draft that included my suggested edits.

Best regards,
Holly Dahm

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Monday, 20 January 2025 10:26 AM
To: Holly Osborne <hollyteganosborne@hotmail.com>; Riki Dahm <rikidahm84@gmail.com>
Subject: RE: Updated Instructions - Periodic Lease and next steps for tenancy matters

Holly

Please see my changes in red at first point 2.

If conducted properly I see no basis for Garth pursuing an action of any substance against Riki. As mentioned, having a third party present as a witness would limit the risk.

I wrote the proposed response last night. I have thought more about it and it appears likely that he will similarly refuse access if you issue a second Notice of Entry.

You are already able to apply to QCAT seeking an order upholding the Notice of Entry. We cannot predict how long it will take for the tribunal to set it down for a hearing, and whether it will give a faster outcome then simply issuing a second Notice. You could cover both bases by issuing a second Notice and lodging an application to QCAT in the interim. It can always be withdrawn if he complies, and will provide extra incentive to comply.

If you elect to file an Application to QCAT it should be filed this week.

I do believe inspection of the property is warranted to assess any damage caused.

Residential Tenancies Authority would be the forum for mediation, but in the likely event the process does not reach resolution, an application to QCAT for compensation would be the next step. QCAT timeframes cannot be predicted as it depends on their availability to set the matter down or hearing.

In any QCAT hearing the Member will consider the parties' submissions and evidence.

Please confirm whether the letter is satisfactory and may be sent.

Stuart

From: Stuart Loudon
Sent: Monday, 20 January 2025 9:18 AM
To: Holly Osborne <hollyteganosborne@hotmail.com>; Riki Dahm <rikidahm84@gmail.com>
Subject: FW: Updated Instructions - Periodic Lease and next steps for tenancy matters
Importance: High

Thank you Holly,

I am happy, as you have stated, for you to engage a specialist lawyer to specifically deal with the SMSF details. A quick Google search confirmed there are a range of firms that offer this specialist service.

This will free me to work on the remaining matters in which I have greater experience and expertise.

I have been considering strategic options over the weekend and the pros and cons.

Please note that:

1. the lease is a periodic one already, and we informed Mr Osborne of this in your email dated 7 January 2025,
2. I cannot locate the Form 9 amidst the large volume of emails; to save time could you send it to me again so I can ensure my response is on point as to the purpose of the access,
3. I did inform Mr Osborne that I did not withdraw the notice, but as Rhonda's solicitor I could have withdrawn it for her if instructed to do so. This would have been explicitly expressed in a formal letter,
4. I have thus included your requested content in my proposed response below where appropriate, but some less material points have not been addressed in detail.

I do believe an inspection is warranted; it would be advisable to have a third party present as a witness; however I would suggest it is worth having me attend. I am not far from Boondall so it would not involve extensive travel. I can confidently and calmly deal with any escalated behaviour on his part (and support Riki whose patience will no doubt, understandably, be challenged by Garth's behaviour). It would mean that I can, if necessary, give evidence as a solicitor regarding any issues that arise during the inspection including objections or assertions by Garth.

I propose that I send the following on my letterhead to Garth and Ann. Please instruct me as to any amendments.

Garth Osborne & Ann Anthonisz

We act for Ms Rhonda Knyvett, the owner of the property in which you currently reside.

We are writing to address several matters in relation to your occupancy of our client's property at 18 Magnetic Street, Boondall, and your conduct towards our client.

Form 9 Notice of Entry.

Our client issued you with a compliant *Form 9 Notice of Entry* to enable her to ensure that she fulfilled her legal obligations to ensure installation of the smoke alarms in the property.

Without legal basis, you breached the Notice, refusing to allow our client's agent, her son in law Mr Riki Dahm **("Mr Dahm")**, to enter the property pursuant to the Notice.

When, at our client's request, I spoke to Mr Osborne on the telephone, Mr Osborne: (*suggest stepping out the different definition between the words

'**recall**' relating to an email, and '**withdraw**'. Noting Garth understands the difference when he sent an email to Rhonda in an attempt to 'recall' his and Ann threats of blackmail. Please also reference Ann where appropriate in the draft. Garth sends emails stating 'we', and I wish this to be captured))

1. Made false allegations that I had withdrawn the Notice,
2. Initially refused to provide evidence for this false allegation, and only later showed Mr Dahm an auto-generated recall email (attached) issued by this firm's email server to the effect that an email this firm had sent Mr Osborne had been withdrawn,
3. Ignored my informing him that:
    1. This auto-generated email did not pertain to the Notice, but to a routine email to our client I had sent Mr Osborne in error, and clearly stated that the email in question was being recalled,
    2. I had not issued the Entry Notice to you, and so his assertion that an email recall notice associated with correspondence from this offer could somehow constitute withdrawal of the Form 9 Notice was without basis,
    3. The Notice remained in effect,
    4. His compliance with the Notice was necessary for our client to comply with her legal obligations as owner of the property,
    5. Our client's agent was entitled to enter the property despite his refusal,
4. Was otherwise verbally aggressive and uncommunicative throughout the conversation, on several occasions leaving the call only to shout comments at me from a distance.

Mr Dahm, as our client's authorised representative (as stipulated in the Form 9), was entitled to inspect the external areas of the property to identify any unauthorised installations and breaches (such as your unauthorised installation of security cameras and retention of an unregistered horse float on the property which is damaging the property) without entering the residence. Your verbal aggression, attempts to intimidate, yelling and refusal to comply, directed towards Mr Dahm and myself were entirely unacceptable.

Your breach of the Form 9 Notice was:

1. thus perpetrated knowingly, despite having been informed that the Notice had not been withdrawn,
2. perpetrated without any legal or other basis,
3. perpetrated based on spurious assertions, which will not stand up to scrutiny should the matter be decided by the Queensland Civil and Administrative Tribunal **("QCAT")**.

While the Form 9 Notice remains in effect, for an efficient progression of the matter, we are instructed that:

1. Our client will serve you with another Form 9,
2. The purpose of this Form 9 will be to:
    1. arrange an inspection of the condition of the property,
    2. facilitate the installation of smoke alarms.

In the meantime, please confirm that:

1. you will remove the unauthorised security cameras and the unregistered horse float,
2. the reasonable timeframe within which you will do so.
3. You will refrain from making any modifications or alterations to the property without our client's prior written consent.

Please note that should it be necessary to bring this matter before QCAT, we anticipate that:

1. your correspondence with our client will be exhibited to affidavit evidence,
2. I will personally depose to an affidavit setting out the content of the above telephone conversation I had with Mr Osborne.

Form 12 Notice To Leave

We have attached to this letter our client's email to you (issued by Mrs Holly Dahm) dated 7 January 2025, in which she refuted the assertions made in your Form 11. We are instructed that our client repeats, and relies upon, the statements made in that email. We note that:

1. Our client clearly stipulated the multiple deficiencies in your responsive Form 11 and its lack of any legal substance or basis,
2. You ignored the direction in that email that any further correspondence be addressed to this firm, not to our client,
3. You have similarly ignored our client's request that:

> *"I ask that you immediately give written notice that your Notice is withdrawn, and that you comply with the Notice To Leave issued to you and the timeframe stipulated therein."*

For clarity, we reiterate that our client's Notice to Leave is legally compliant with the statutory requirements, and that you must vacate the property on the date specified, being *28 February 2025*.

We require that you immediately, as our client requested, give written notice that your Form 11 is withdrawn, and that you will comply with the Notice To Leave issued to you within the timeframe stipulated therein

Should you fail to vacate the property on that date, we hold instructions to immediately apply to QCAT for a warrant of possession. Should that be required, again, the correspondence between the parties, including this email, will be exhibited to an affidavit of evidence.

Our client has already informed you, in the attached email, that the AGL account will be terminated on that date.

Your Conduct Towards Our Client

We do not anticipate that your conduct towards a woman who is in our client's vulnerable position will be viewed at all favourably by the Tribunal,

Mrs Dahm, in her 7 January 2025 email to you, has already objected to your coercive, intimidatory and illegal conduct towards our client. We have copies of emails and texts exchanged between you and our client which are, in some cases, concerning as to their tone and content. These may constitute exhibits to our client's QCAT affidavit evidence.

We also hold evidence of your making threats of blackmail towards our client attempting to compel her to withdraw her Notice to Vacate, and she reserves her rights to make a complaint to Queensland Police in relation to this ostensibly criminal conduct.

In Closing

We have taken care to articulate:

1. our client's position,
2. matters for which our client requires your response,
3. the necessity of you complying with our client's Notices, and otherwise to behave appropriately towards our client,
4. the likely consequences of any continued non-compliance, by you, with your obligations.

Any correspondence in this matter, as our client has already informed you, is to be addressed to this office, not to our client.

We await your prompt reply,

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 7 January 2025 2:11 PM
To: go56@bigpond.com <go56@bigpond.com>; ann.z.shopz@gmail.com <ann.z.shopz@gmail.com>
Cc: Honda.r@hotmail.com <honda.r@hotmail.com>
Subject: Response to Form 11 Submission – Refutation of Allegations and Notice of Blackmail

Dear Garth Osborne & Ann Anthonisz

I am writing in response to the Form 11 submitted on 31 December 2024, in which you allege that I have violated the provisions of the *Residential Tenancies and Rooming Accommodation Act 2008* (the "RTAA Act"), specifically regarding Sections 61, 62, and 246(a), and assert retaliatory action in contravention of Section 276A. I categorically refute these allegations, and I also wish to address the inappropriate and unlawful actions referenced in your email dated 30 December 2024.

You have provided no evidence for the assertions made in your Form 11. These assertions are without basis.

1. No Evidence of Breach of Sections 61 and 62:
Section 61(7)(b) explicitly states that this section does not apply to a periodic tenancy such as exists between us.

Your assertions in relation to sections 61 and 62 of the *RTRA Act 2008 (Qld)* are thus irrelevant, but otherwise without basis.

The notice to leave issued to you and Ann Anthonisz was fully compliant with the relevant provisions of the Act. There has been no failure on the part to meet the legislative requirements, nor any improper action taken that would trigger the application of these sections.

2. No Retaliatory Action in Violation of Section 276A:
The claim of retaliatory action under Section 276A is without foundation. For Section 276(a) to apply, it is required that:

- The tenant took action to enforce their rights (such as issuing a notice to remedy a breach, requesting repairs, or making a complaint to an authority), and
- The landlord, knowing of such actions, then issued a retaliatory notice, such as a notice to remedy breach or a notice to leave.

In this case, no such action has been taken by you or Ann Anthonisz that would justify the application of Section 276A. The notice to leave was issued for legitimate reasons unrelated to any enforcement of rights or complaints made by you.

3. No Breach of Section 246(a) or Other Relevant Legislation:
The allegation of a breach under Section 246(a) is equally without substance or merit. There is no evidence to suggest I issued the notice to leave or engaged in any action with the intent to intimidate, punish, or retaliate against you. The actions taken were in line with standard matters and unrelated to any protected activity under the RTAA Act.

4. Reference to Email Dated 30 December 2024:
In your email dated 31 December 2024, you requested that the notice to leave be set aside, and the tenancy period extended through to the

end of September 2025. You further indicated that failure to comply with this request by 5:00 PM on 2 January 2025 would result in you reporting the matter to various government bodies.

This communication is a clear example of attempted coercion and constitutes blackmail. For the avoidance of doubt, blackmail is defined under Section 369 of the *Criminal Code Act 1899 (Qld)* as demanding actions with menaces, or threatening to expose information that could be detrimental to another party unless certain actions are taken. The penalties for blackmail are severe, with the offence punishable by imprisonment for up to 14 years. I hereby reject your demand in its entirety.

5. Response to Intimidation and Blackmail:
Your attempts to force my compliance with your wishes is unlawful and wholly unacceptable. I will not tolerate such intimidation, nor will I comply with illegal demands made by you. Should you and Ann continue to make such threats, I will not hesitate to take immediate legal action.

6. Request for Dismissal of Matter:
Given there is no evidence of a breach of the RTAA Act 2008, and the lack of legal basis for the claims made in the Form 11, I ask that you immediately give written notice that your Notice is withdrawn, and that you comply with the Notice To Leave issued to you and the timeframe stipulated therein. The notice to leave complied with statutory obligations, and there is no legitimate basis for further consideration of this matter. You cannot merely remain resident in my house on your own terms.

I am formally notifying you that the AGL account will be deactivated on 28 February 2025, the date specified for your departure. The Urban Utilities bill for the period leading up to your departure will be issued to you for payment.

Any further attempts at intimidation or blackmail by your or Ann will not be tolerated and will be pursued to the fullest extent of the law.

I direct that any further correspondence in this matter be addressed to my solicitor, Mr Stuart Loudon at LOUDON LEGAL, email: stuart@loudonlegal.com.au

Regards

Rhonda Knyvett

Issued by Holly Dahm
Power of Attorney for Rhonda Knyvett

Subject: Re: Our mutual client Rhonda Knyvett
Date: Monday, 20 January 2025 at 9:36:16 AM Australian Eastern Standard Time
From: Matthew Muller <matt@hawkeyefinancial.com.au>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Holly Osborne <hollyteganosborne@hotmail.com>
Attachments: image001.jpg, Outlook-cv5homnm.jpg

Yep no problem, I haven't charged anyone for anything yet.

Matt Muller
Certified Practicing Accountant
Registered Tax Agent
Partner
M: 0458 852 324
E: matt@hawkeyefinancial.com.au

Post: Attn Hawkeye Financial Pty Ltd,
4/5 Kyabra St,
Newstead.
Brisbane QLD 4006



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From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Monday, January 20, 2025 9:17 AM
To: Matthew Muller <matt@hawkeyefinancial.com.au>
Cc: Holly Osborne <hollyteganosborne@hotmail.com>
Subject: Our mutual client Rhonda Knyvett

Good morning Matt,

I spoke with Rhonda's daughter Holly on Friday regarding the future conduct of their matters. As I have not handled many SMSF matters, the client has elected to instruct a lawyer with specialist experience in that area.

From here I will be assisting them with their other matters.

The client expressed appreciation for your knowledge and advice but has requested that you "down tools" pending their consultation with the SMSF lawyer.

I have copied Holly into this email for her knowledge.

Thank you.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: Re: Updated Instructions - Periodic Lease and next steps for tenancy matters
Date: Monday, 20 January 2025 at 7:45:48 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: Stuart Louden, recall of email to client.jpg

Good morning, Stuart,

Further to the correspondence below, please find attached the document referenced by Garth, which we kindly request you incorporate into the draft email.

Please also be advised that Riki has expressed his reluctance to undertake an inspection of the property due to the potential risk of Garth pursuing action against him.

In light of this, we seek your guidance on how to address the matter of potential damages that may become apparent once Garth has vacated the property. Your advice on the appropriate next steps in this regard would be appreciated.

Additionally, we would be grateful if you could confirm the anticipated timeframe, and to provide any further recommendations you may have regarding this matter.

Kind regards,
Holly

From: Holly Osborne
Sent: Sunday, 19 January 2025 8:28 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Updated Instructions - Periodic Lease and next steps for tenancy matters

Dear Stuart,

I trust you're well.

Please note that the instructions and emails provided prior to this message are now outdated. This email contains the current advice and instructions moving forward. I ask that you please continue to prioritise the **periodic lease matte**r and the next steps to remove the tenants. It is important to anticipate potential challenges, including the possibility of requiring QCAT representation.

SMSF Matter:
No further action is required from you at this stage. While I'll continue to CC you for context, I plan to consult an SMSF technical lawyer first to determine the appropriate next steps.

Forensic Accountant – Matthew Fuller:
Our recent meeting with Matthew was helpful. Please advise him to hold off on any work until I've consulted the SMSF lawyer. I will provide further instructions later this week.

Draft Correspondence to Garth Osborne & Ann Anthonisz
Please prepare formal correspondence addressing the their failure to comply with the notice of withdrawal and the obligation to vacate the property, refusal to provide entry to the property as required by the notice of entry form issued in line with legislative requirements, failure to confirm the intention to vacate the property as requested, and please nsure the correspondence clearly outlines these breaches, legal implications, and includes addresses the issues addressed below:

Notice of Entry and Form 9
Their obstruction of the Form 9 issued by Holly Dahm (under power of attorney for Rhonda Knyvett) was inappropriate and without legal basis. Confirm that I will issue a second Notice of Entry (Form 9) to arrange an inspection and facilitate the installation of smoke alarms. Make it clear this is required due to the transition to a periodic lease. This change to a periodic lease is required due to the transition from a previously informal arrangement, which was a favor. It is essential to make clear that Garth and Ann **cannot** use this arrangement as evidence or a basis for any legal claim, particularly concerning the breach of protected rights. To date, no complaint has been raised, nor has this matter ever been discussed with Garth during his tenancy, nor with Rhonda, either verbally or in writing. This will form a critical foundation for contesting any potential claims.
It is essential to clarify that the notice of entry issued by Holly Dahm cannot and was not withdrawn by you. The attempt to suggest otherwise is unfounded and constitutes an effort to manipulate the situation.

Attempt to Create False Evidence
Garth Osborne's attempt to fabricate a false contract is evidenced by his drafting of the **attached** receipt, which he sought Rhonda to sign. This receipt, with its "2/52" notation, was intended to create a misleading record of an agreement for a fixed-term lease that does not exist.

Inappropriate Conduct and Coercion
The request for receipts and a ledger of payments, coupled with Garth Osborne's collection of receipts for rent payments, demonstrates the absurdity and inconsistency of his actions. This, in conjunction with his earlier attempts to manipulate Rhonda Neve into retracting her notice to leave, suggests coercion and blackmail aimed at securing a fixed-term lease agreement against her will.

Action to Address Manipulation
Emphasis the inappropriateness of Garth Osbornes actions, his attempts to create false evidence, and the potential legal implications of such conduct.

Tenant Obligations
Reiterate that their occupancy was originally a favour and is now a periodic lease, requiring strict adherence to all tenancy obligations.

Unauthorised Installations and Items
Request the removal of unauthorised security cameras and the unregistered horse float, which is damaging the property, within a reasonable timeframe.
Remind them that any modifications, including hanging pictures or alterations, require prior written consent under thee legislation.

Property Inspection
Confirm Riki Dahm, as an authorised representative (set out on the Form 9), was entitled to inspect the external areas of the property to identify unauthorised installations and breaches (e.g., security cameras and horse float), without entering the residence. Include details about his conduct, specifically yelling, intimiation, refusal ect...

Request for Advice - Safety Concerns, risks of false claims and next Steps:

I will arrange the entry notice for the installation of smoke alarms; however, I need clarity on whether this should also include an inspection. I will hold off on proceeding until I receive your advice regarding any safety concerns or risks associated with undertaking the inspection in this context.

Riki has raised concerns about Garth potentially making false claims or creating a situation involving physical threats during inspections. Given we are now halfway through January, with an anticipated vacate date of 28 February 2025, I would like your advice on:
- Whether an inspection is necessary at this stage to clarify or document any property damage, or if we can address this after their removal.
- Practical steps to ensure the inspection, if conducted, is safe and beyond reproach.

Could you also advise on:
- The likely timeframes and steps involved if the tenants refuse to vacate by 28 February 2025, including options for seeking a warrant of possession.
- How the matter may practically play out if they remain in the property and how to ensure their removal through the appropriate legal channels.

Please include any other information you consider important.

Let me know if you require further information or clarification.

Holly Dahm

Subject: Updated Instructions - Periodic Lease and next steps for tenancy matters
Date: Sunday, 19 January 2025 at 8:28:01 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Priority: High
Attachments: Receipt - unsigned.jpg

Dear Stuart,

I trust you're well.

Please note that the instructions and emails provided prior to this message are now outdated. This email contains the current advice and instructions moving forward. I ask that you please continue to prioritise the **periodic lease matte**r and the next steps to remove the tenants. It is important to anticipate potential challenges, including the possibility of requiring QCAT representation.

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No further action is required from you at this stage. While I'll continue to CC you for context, I plan to consult an SMSF technical lawyer first to determine the appropriate next steps.

Forensic Accountant – Matthew Fuller:
Our recent meeting with Matthew was helpful. Please advise him to hold off on any work until I've consulted the SMSF lawyer. I will provide further instructions later this week.

Draft Correspondence to Garth Osborne & Ann Anthonisz
Please prepare formal correspondence addressing the their failure to comply with the notice of withdrawal and the obligation to vacate the property, refusal to provide entry to the property as required by the notice of entry form issued in line with legislative requirements, failure to confirm the intention to vacate the property as requested, and please nsure the correspondence clearly outlines these breaches, legal implications, and includes addresses the issues addressed below:

Notice of Entry and Form 9
Their obstruction of the Form 9 issued by Holly Dahm (under power of attorney for Rhonda Knyvett) was inappropriate and without legal basis. Confirm that I will issue a second Notice of Entry (Form 9) to arrange an inspection and facilitate the installation of smoke alarms. Make it clear this is required due to the transition to a periodic lease. This change to a periodic lease is required due to the transition from a previously informal arrangement, which was a favor. It is essential to make clear that Garth and Ann **cannot** use this arrangement as evidence or a basis for any legal claim, particularly concerning the breach of protected rights. To date, no complaint has been raised, nor has this matter ever been discussed with Garth during his tenancy, nor with Rhonda, either verbally or in writing. This will form a critical foundation for contesting any potential claims.
It is essential to clarify that the notice of entry issued by Holly Dahm cannot and was not withdrawn by you. The attempt to suggest otherwise is unfounded and constitutes an effort to manipulate the situation.

Attempt to Create False Evidence
Garth Osborne's attempt to fabricate a false contract is evidenced by his drafting of the **attached** receipt, which he sought Rhonda to sign. This receipt, with its "2/52" notation, was intended to create a misleading record of an agreement for a fixed-term lease that does not exist.

Inappropriate Conduct and Coercion
The request for receipts and a ledger of payments, coupled with Garth Osborne's collection of receipts for rent payments, demonstrates the absurdity and inconsistency of his actions. This, in conjunction with his earlier attempts to manipulate Rhonda Neve into retracting her notice to leave, suggests coercion and blackmail aimed at securing a fixed-term lease agreement against her will.

Action to Address Manipulation
Emphasis the inappropriateness of Garth Osbornes actions, his attempts to create false evidence, and the potential legal implications of such conduct.

Tenant Obligations
Reiterate that their occupancy was originally a favour and is now a periodic lease, requiring strict adherence to all tenancy obligations.

Unauthorised Installations and Items
Request the removal of unauthorised security cameras and the unregistered horse float, which is damaging the property, within a reasonable timeframe.
Remind them that any modifications, including hanging pictures or alterations, require prior written consent under thee legislation.

Property Inspection
Confirm Riki Dahm, as an authorised representative (set out on the Form 9), was entitled to inspect the external areas of the property to identify unauthorised installations and breaches (e.g., security cameras and horse float), without entering the residence. Include details about his conduct, specifically yelling, intimiation, refusal ect...

Request for Advice - Safety Concerns, risks of false claims and next Steps:

I will arrange the entry notice for the installation of smoke alarms; however, I need clarity on whether this should also include an inspection. I will hold off on proceeding until I receive your advice regarding any safety concerns or risks associated with undertaking the inspection in this context.

Riki has raised concerns about Garth potentially making false claims or creating a situation involving physical threats during inspections. Given we are now halfway through January, with an anticipated vacate date of 28 February 2025, I would like your advice on:
- Whether an inspection is necessary at this stage to clarify or document any property damage, or if we can address this after their removal.
- Practical steps to ensure the inspection, if conducted, is safe and beyond reproach.

Could you also advise on:
- The likely timeframes and steps involved if the tenants refuse to vacate by 28 February 2025, including options for seeking a warrant of possession.
- How the matter may practically play out if they remain in the property and how to ensure their removal through the appropriate legal channels.

Please include any other information you consider important.

Let me know if you require further information or clarification.

Holly Dahm

Subject: Re: Formal Request for Information and Documentation Regarding SMSF Concerns
Date: Saturday, 18 January 2025 at 5:08:11 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
BCC: Riki Dahm <rikidahm84@gmail.com>
Category: ACCURIUM ACTUARY Melanie Dunn Douge Mc, LAW FIRMS & LAWYERS - IN POSSESSION OF REPORTABLE TRIGGERS - AML
Attachments: image001.png, image001.png, image001.png, image002.jpg, image001.png, S390UltraSuperannuationFund2021.pdf, S390UltraSuperannuationFund2022.pdf, S390UltraSuperannuationFund2023.pdf, S390UltraSuperannuationFund2018.pdf, S390UltraSuperannuationFund2019.pdf, S390UltraSuperannuationFund2020.pdf, Ultra Superannaution Fund 2023 Application Details.pdf

Dear Stuart,

Please request from the actuary the information that was offered and has been provided for all previous financial years associated with the fund, either from the date of its establishment or from the date these services began being provided to Ultra Super Fund.

Kind regards,
Holly

On 18 Jan 2025, at 5:02 pm, rhonda knyvett <honda.r@hotmail.com> wrote:

Sent from my iPhone

Begin forwarded message:

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Date: 17 January 2025 at 09:40:51 AEST
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: honda.r@hotmail.com
Subject: Formal Request for Information and Documentation Regarding SMSF Concerns

Good morning Holly,

Please find below and attached the response from Accurium which provides some of the information requested, while also articulating the limits and scope in which they can assist.

I have received a large volume of correspondence from you this week, and I am working through your emails to determine how to respond. Please therefore inform me of any relevant developments and whether the responses you mentioned earlier in the week still apply, given that you have in the meantime had contact with Accountant Matthew Muller. I will be in the office for part of the weekend so will have time to devote to this then. I have already flagged some issues (such as relating to the new EPOA) which I will be addressing.

Thank you.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Accurium Actuary <act@accurium.com.au>
Sent: Wednesday, 15 January 2025 2:25 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Accurium Actuary <act@accurium.com.au>
Subject: RE: Formal Request for Information and Documentation Regarding SMSF Concerns

Hi Stuart,

Thank you for taking my call this morning.

As discussed much of the information which Rhonda has requested in her email is not data which we collect or have available to provide to you.
We provide actuarial services for SMSFs and in this instance the accountant has obtained the annual actuarial certificate for the Fund from us. I have managed to find the Fund in our records and can see the accountant Pine Rivers Consulting has ordered the actuarial certificate from us directly for a number of years. I have attached for you the actuarial certificates we completed for the 2023, 2022, 2021, 2020, 2019, and 2018 financial years for the Ultra Superannuation Fund. I have also attached a copy of the data provided to us by the accountant to complete the actuarial certificate for the 2023 as an example of what we receive from the accountant do complete the actuarial certificate. I can provide this for other financial years if required.

We have an online form the accountant completes to provide us with the information we require to do the actuarial calculation, we rely on this data to do the required calculations and issue the actuarial certificate. We do not receive financial statements, valuation reports, or income and expense records of the Fund, the accountant would have this information and the data they provide us would be based on those documents. Our actuarial certificate calculation will take account of the transactions of the fund such as pension payments and contributions, these will be provided to us in the application form by the accountant. Similarly, we do not have the Fund's deed, investment strategy, binding death benefit nomination or other compliance or legal documents. From our perspective there was nothing unusual or concerning with the actuarial certificates for this Fund, we were able to complete the certificate based on the information provided by the accountant and did not need to contact them in respect to having any questions or issues.

The type of actuarial certificate obtained by the Fund accountant is for an SMSF which has only account-based type income streams and provides the actuarial exempt income proportion under Section 295.390 of ITAA 1997. There is no actuarial valuation required for the types of pensions this Fund was shown to have, if instead the Fund had a defined benefit pension (SIS Regulation 1.06(2), 1.06(7), 1.06(6)), then an actuarial valuation would be required, and the incorrect actuarial certificate has been obtained.

Please let me know if any further information is required. I would be happy to speak with you or/and Rhonda as necessary if you have any questions.

Kind regards,

Melanie Dunn, FIAA SSA
Principal
Accurium

Level 1, 144 Macquarie Street, HOBART TAS 7000

Tel: 1800 203 123

Web: www.accurium.com.au

Linkedin

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From: rhonda knyvett <honda.r@hotmail.com>
Sent: Wednesday, 15 January 2025 10:28 AM
To: Accurium Actuary <act@accurium.com.au>; Accurium Accounts <accounts@accurium.com.au>
Cc: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Formal Request for Information and Documentation Regarding SMSF Concerns

Dear Doug McBirnie

I am writing to you as a Trustee of the Ultra Super Fund (ABN 41 873 921 089). My understanding is that you, Accurium a provide financial services to the Ultra Super Fund, and I, along with Garth Wilfred Osborne, act as trustees and clients of your services. Accordingly, pursuant to my rights and obligations as a trustee and client, I am entitled to request and receive the documentation and records outlined below.

I make this request because to date all documentation and information has been withheld by Trustee Garth Osborne. As such, I formally request the following documentation and records relating to the Fund's management and compliance:

1. Financial Information:
• Audited financial statements.
• Fund valuation reports, including real estate and unlisted assets.
• Income and expense records, including tax-free and taxable components.

2. Member Information:
• **Member account balances, pension payment records, and contributions history.**

3. Actuarial Documents:
• Copies of all actuarial certificates, including exempt current pension income (ECPI) calculations.
• Projections or analyses regarding the fund's financial sustainability.

4. Compliance and Legal Documents:
• **The original deed of establishment and any amendments.**
• Investment strategy documents.
• Any binding death benefit nomination forms, including those previously submitted by Garth Osborne.

Summary of Concerns

I draw your attention to the below summary, which outlines significant issues within the fund, including evidence of round-tripping and tax evasion, legislative breaches directly linked to the actions of my co-trustee, Garth Osborne. Garth Osborne

has withheld all documentation and fund information, and has used intimidation to make me sign documents with no knowledge or understanding of. I have only ever been with him in front of a JP less on or around 3 times over the past 24 years, which makes me think Garth Osborne has been providing false and or illegal/ non-compliant documentation with regard to the management of this fund. Garth Osbornes actions and inaction to all verbal and written requests have fully prevented me from fulfilling my responsibilities and obligations as a trustee under the legislation.

The information contained in the Bendigo Ultra Super Fund and Suncorp Ultra Super fund bank accounts provides evidence that Garth Osborne has been using the SMSF for round-tripping, tax evasion, and misusing of Ultra Super Fund assets.

There is also evidence that property assets owned by Ultra Super Fund have had a deflated valuation reported, significantly less than current market values, and evidence of illegal and or non compliant property ownership structures.

SUMMARY

20 years of statements from:

Ultra Super Fund Bendigo Bank account BSB 633-000 Account 118052760
Ultra Super Fund Suncorp account BSB 484-799 Account 001422502

- material provided by the accountant
- and publicly listed information of transfers, on the house.
- Personal knowledge

These activities raise serious concerns about financial misconduct, tax evasion, and breaches of regulatory obligations, *the Superannuation Industry (Supervision) Act 1993* (SIS Act)

- **Evidence of Round-Tripping and Tax Evasion**
  The bank statements reveal evidence of round-tripping, where funds have been transferred through multiple accounts to obscure their origin and destination. Key findings include:
- Garth has a bank account with Bendigo and Adelaide Bank, located in Victoria. This bank account has an identical bank account number **(BSB 633-109 Account 118052760)** to the Ultra Super Fund Bendigo bank account number and is most likely the "dumping ground" for Ultra Super Fund funds.
- Additional accounts, including CommSec and NAB accounts, have been identified as part of this scheme.
- Over 1,072 cheques have been written by Garth, with deposits, and withdrawals of the same or similar amounts by cheque or via transfer on the same, and or following days.
- Over $1 million in rental payments have been transferred in and withdrawn from the Ultra Super Fund Bendigo account and Ultra Super Fund Suncorp account

- Further, both the Ultra Super Fund Bendigo account and Ultra Super Fund Suncorp have had a significant about of funds deposited (cash, cheque and transfer), and withdrawals (estimated as $ millions), despite maintaining consistently low balances..

Suncorp Bank
Account: Ultra Super fund BSB 484-799 Account 001422502
Status: opened 3 May 2007 – active

- 29 May 2024 Direct credit Commonwealth SEC – COMSEC Deposit into account $71,772.95
- 29, 30, 31 May 2024 and 1 June 2024 (Com bank)– Garth Osborne withdrawal by transfer $20,000 on four (4) occasions, and 19 September 2024 Garth transferred the money to National Australia Bank - BSB 084-209 Account 6221290776 titled as SUPER DRAW. This is the only instance referenced in ALL Suncorp statements from 2007 to date of a withdrawal titled as SUPER DRAW.
- Extensive systematic withdrawals by Garth Osborne to BSB 633-109 Acc 118052760 (BSB 633-109 Bendigo Bank Adelaide, BBL The Bendigo Centre)
- Extensive systematic cash deposits and withdrawals by Garth Osborne.
- 25 September 2024 Santos Dividend listed - $3037.71
- Credit or debit card attached to the account. Used at the post office to withdraw funds, bunnings and to make other payments (most recent 26 December 2024).
- AGL payment for unidentified property
- Urban Utilities payment unidentified properties
- ATO Tax return payments and Tax invoice – unconfirmed TFN or ABN
- QRO land tax payment - unidentified property
- Rental Tenancy Authority -bond payments associated with unidentified property.
- 2 July 2019 OSKO PAYMENTS commenced. Prior to 2 July 2019 concerns relating to validity of the funds classified as rental payments regarding transactions with 'Transfer of Credits', cash deposits and Direct credit. (Transfer of credit - payee and payer can be the same person)
- 20/03/24 received EFT Transfer from Bendigo Banks Fund $11,809.01

Bendigo Bank
Account: Ultra Super Fund BSB 633 000 Account 118052760
Sandhurst Trustees Ltd ABN 16004 030737
Customer Number:12732426/X101
Status: opened 1 December 2004 – closed 30 March 2024 by Garth Osborne

- 1/12/2004 TO 1/5/2007 deposits (rent) HILGOLD PTY LTD
- **21/06/05 Cheque deposits 21/06/05 $21,000 $15,000**
- **5/7/2005 transfer to COMSEC (withdrawal) $44,449.08**
- 21/10/05 transfer to COMSEC (withdrawal) $8854.60
- 10/3/06 transfer to COMSEC (withdrawal) $12,552
- 15/03/06 transfer to COMSEC (withdrawal) $7871
- 1/07/2007 – 31/07/2007 NOTABLE STATEMENT COMMONWEALTH SEC DEPOSITS – 11 JULY – **$55,000 $51,000, $24,000, $55,000**
  - CHECK WITHDRAWALS **$50,000** 1/8/07 – 31/8/07
  - transfer to COMSEC (withdrawal) **$21,000 &**

    - **CHEQUE WITHDRAWAL $168,000**
- **6/4/09 COMM BANK DEPOSIT 45,506.28**
- **1/04/09 – 30/04/09 NOTABLE STATEMENT 14/04/09 transfer to COMSEC (withdrawal) $42,457.65**
- 1/06/2009 NOTABLE STATEMENT
    - **CHEQUE DEPOSIT $40,270, COMMONWALTH DEPSOIT $28,830, CHECK WITHDRAWALS $60,000, $12,000, $700**
- 8/10/09 transfer to COMSEC (withdrawal) $14,906
- 10/05/10 APPROX COMSEC WITHDRAWAL $12,000
- 13/07/10 APPROX COMSEC WITHDRAWAL $12,000
- **29/03/2011 CHEQUE WITHDRAWAL $160,000**
- 29/06/11 transfer to COMSEC (withdrawal) $13,321
- 6/7/11 transfer to COMSEC (withdrawal) $13,441
- 11/8/11 transfer to COMSEC (withdrawal) $6,881
- 27/05/2012 transfer to COMSEC (withdrawal) $20,563
- 1/05/2012 INWARD TELEGRAPHIC TRANSFER DEPOSIT- $$7,000
- 1/05/2012 transfer to COMSEC (withdrawal) $7,929
- 11/06/2013 CHEQUE WITHDRAWAL $20,000
- **16/10/2014 transfer to COMSEC (withdrawal) $45,943**
- 25/08/2015 transfer to COMSEC (withdrawal) $11,517
- 4/09/15 transfer to COMSEC (withdrawal)
- 1/03/16 – 31/03/16 NOTABLE STATEMENT – on 9/03/16 Acc balance was $1,668;15/03/16 Garth made a deposit titled as Ultra Super Fund of $5,000, making a cheque withdrawal on the same day (15/03/16) of $5,000. Regular pattern in both accounts.
- 18/11/18 Transfer credit from 34500587/V501 $300 (What is this account).
- 20/05/17 cheque withdrawal 686 $10,000
- 18/07/2018 cheque withdrawal $10,000
- 22/08/18 cheque 776 withdrawal $13000
- 19/03/2019 cheque 813 withdrawal $10,000
- 1/05/19 cheque 819 withdrawal $25,000
- 16/06/20 – cheque deposit $20,800
- 25/06/20 cheque withdrawal 899 (PETTY CASH) $1006.55
- 31/03/21 cheque deposit – Garth - $14,400
- 12/04/21 Cheque 938 withdrawal - $20,000
- 14/06/21 cheque 947 withdrawal 10,000
- 29/06/21 cheque deposit 15,000
- 16/09/21 cheque withdrawal 962 $12,000
- 22/03/22 OSKO PAYMENT COMPASS GLASS AND ALUM – CHURCH ROAD ZILLMERE 50% PAYM> 2522.85 withdrawal
- 1/6/22 cheque 992 withdrawal $10,000
- 5/8/22 DIRECT DEBIT COMMSEC SECURITY withdrawal **$67,816.51**
- 17/10/22 cheque 1004 withdrawal $10,000
- 2/5/23 cheque deposit $15,600
- 21/6/23 cheque deposit $15,000
- 26/06/23 cheque withdrawal 1035 $20,000
- 25/08/23 cheque withdrawal 1042 $22,476.54
- 17/11/23 cheque withdrawal 1057 $20,000
- 8/01/24 cheque withdrawal 1065 $10,020.80
- 5/03/24 cheque withdrawal 1072 $11,488.40
- 20/03/24 Account CLOSED & EFT credit transfer Bendigo Banks Fund $11,809.01 into Ultra Super fund Suncorp BSB 484-799 Account 001422502.

Misuse of ABNs and Business Registrations

In addition, information contained in the bank statements, and by the accountant highlights concnerning patterns relating to registered businesses and ABNs.

1. ABN 43 960 865 910 Garth Wilfred Osborne
2. ABN 14 946 035 004 Garth W Osborne Physiotherapy
3. ABN 66 010 316 551 Degelyn Pty Ltd (former entity title Degelyn P L)
4. ABN 52856037840 Gregory R & Anna M Osborne (*former entity title OSBORNE GREGORY & ANNA MARIA, former entity title GREGORY M & ANNA R OSBORNE, former entity title GREGORY R & ANNA M OSBORNE*)
5. ABN 14 946 035 004 Garth A & Gail R Osborne (*former entity title GARTH A OSBORNE & GAIL R SANSOM*), and
6. numerous ABN's linked by trading names

In light of these concerns, I request that you **provide the requested information** as soon as practically possible, and no later than **seven (7) days** from the date of this email. If additional time is required, please inform me promptly with an explanation.

Please **note**, I have attached which have been provided to David Wrangell, accountant and Garth Osborne, Trustee.
1. A new Binding Death Benefit Nomination, signed and dated 14 January 2025, which supersedes all prior forms.
2. A copy of my updated Will (2024)

Please include Mr. Stuart Loudon my solicitor in any emails - stuart@loudonlegal.com.au.

I appreciate your immediate attention to this matter and look forward to your response within the specified timeframe.

Kind regards

Rhonda Knyvett

Trustee, Ultra Super Fund
ABN 41 873 921 089
honda.r@hotmail.com

Subject: Fw: Instruction to implement BDBN, EPA & request for information
Date: Friday, 17 January 2025 at 1:40:10 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Category: GARTH WILFRED OSBORNE

Garth email to Rhonda 17 January 2025 at 09:47:23 AEST

From: rhonda knyvett <honda.r@hotmail.com>
Sent: Friday, 17 January 2025 10:27 AM
To: holly tegan <Hollyteganosborne@hotmail.com>
Subject: Fwd: Instruction to implement BDBN, EPA & request for information

Sent from my iPhone

Begin forwarded message:

From: Garth Osborne <go56@bigpond.com>
Date: 17 January 2025 at 09:47:23 AEST
To: rhonda knyvett <honda.r@hotmail.com>
Subject: Re: Instruction to implement BDBN, EPA & request for information

Rhonda,

RE: Request for you to make yourself present at Suncorp Bank to facilitate payment of outgoing relating to the administration of ULTRA SUPER FUND.

I'm giving you formal notice that all penalties or fines incurred by your obstruction to the ongoing administrative management of the ULTRA SUPER FUND will be your personal responsibility.

I await your response,

GARTH OSBORNE

On 15 Jan 2025, at 3:52 pm, rhonda knyvett <honda.r@hotmail.com> wrote:

Dear Garth

I refer to my previous email of 30 December 2024, requesting all information and documentation relating to Ultra Super Fund (SMSF) ABN 41 873 921 089.

You have withheld all documentation and information about the SMSF, including that I am a trustee of the SMSF. To date, you have ignored all my verbal and written requests to get any information or documentation.

Again, I request you provide all documentation and records relating to the SMSF as requested in my previous email, especially the **deed of establishment** (including all amended versions), and any **Binary Death Nomination Beneficiary Forms** related to me.

I hold serious concerns you have used the SMSF for round-tripping and tax evasion. I also noticed that all property assets owned by Ultra Super Fund have had a deflated valuation reported to the ATO.

As the other trustee of Ultra Super Fund, I am notifying and instructing you to immediately implement:

- my new **Binding Death Benefit Nomination (BDBN) dated 14 January 2025** (attached).
- my new **Enduring Power of Attorney (EPA)** (Attached).

You are to notify all providers that you have engaged to provide administrative and or financial services to the SMSF that the new BDBN and EPA are to be implemented immediately.

I have copied David Wrangell, Accountant for SMSF to ensure immediate action is taken with my instructions.

I request your immediate attention to this matter, by implementing the new BDBN, EPA, and for you to supply all information and documentation you have withheld by close of business **16 January 2025.**

Please include Mr. Stuart Loudon my solicitor in further email about this matter - stuart@loudonlegal.com.au

regards

Rhonda Knyvett
Trustee

<14.01.2025 Rhonda Ann Knyvett BDBN.zip><EPA of Rhonda Knyvett dated 08.01.2025.pdf><JP Certified Copy of EPA of Rhonda Knyvett dated 08.01.2025.pdf>

Subject: Re: Escalation of Evidence and Strategic Action
Date: Thursday, 16 January 2025 at 9:17:12 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: GARTH WILFRED OSBORNE
Attachments: image001.jpg, Rhonda Ann Knyvett BDBN form - signed 14.01.25 - page 2.jpg, Rhonda Ann Knyvett BDBN form - signed 14.01.25 - page 1.jpg, EPA 2005 Copy provided to Rhonda & photo copy provided to Holly.zip

Dear Stuart,

I to clarify the 'new' Enduring Power of Attorney (EPA) is the EPA you were provided (dated 8 January 2025).

Enduring Power of Attorney

Rhonda has written to David and Garth providing this EPA because it was identified that Garth submitted an EPA to Boardroom Pty Limited. Maxine, Boardroom Pty Limited confirmed this in email, stating that the EPA on file did not have the same last name, eg my maiden name is Osborne.

In 2005, Rhonda thought she signed an EPA, and was provided a copy. Upon review, the EPA provided to Rhonda by Garth is not a legally binding document. On that basis, what is in the EPA that Garth has provided to organisations providing financial services? Likely a false document that with instructions relating financial matters that benefiting Garth. Hence why Rhonda providing the new EPA (dated 8 January) should the matter be contested in future.

I highlight the following in information relating to the 2005 EPA 'copy' Rhonda received from Garth:

- It names “Lawrence John Watling” as the lawyer, and includes no other credentials or contact details.
- The document lacks certification and proper witnessing.
- Rhonda vaguely recalls going to Caboolture to see this lawyer and signing documents relating to the EBA.

Binding Death Beneficiary Nomination (BDBN)

In addition, here is likely a Binding Death Beneficiary Nomination (BDBN) form nominating Garth as the beneficiary, or providing Garth decision making control in the event of Rhonda passing away. Rhonda has never agreed to such an arrangement and wanted to ensure this matter can be contested should it arise. Hence, Rhonda issued a new BDBN dated 14 January 2025 to both Garth as trustee of Ultra Super Fund and David , as the Accountant providing instructions for action to be taken to immediately implement.

Over the years Garth has implied Rhonda’s SMSF entitlement would very minimal. Rhonda formed the view of on or around $10,000. Obviously, this is in stark contrast to the current value attributed her portion represented in MyGov, which we know to be 'deflated value' of $711,000. This implies Garth had no intention of providing Rhonda access to her entitlement, no in the untimely event of her passing.

Deed of Establishment

I note to date no stakeholder has provided the Deed of Establishment. I hold the view the Deed of Establishment, including any variations, will further highlight Garth's significant benefit, and Rhonda's disadvantage.

Likelihood of falsified documentation
It is important to note Rhonda does not recall signing any documents in front of other lawyers, she said almost every document she signed for Garth, and there have been many over the years, were signed at 18 Magnetic street, and no other party besides Garth, and myself (on one occasion) has been present. Rhonda stated she has attended a JP with Garth on or around 3 times, and attending David Wrangell's place of business, Pine Rivers consulting with Garth on or around 2 to 3 times over the years. Given the SMSF has been in operation since 2001, this further highlights the fraudulent conduct of Garth and David.

Settlement
Regard the 'settlement' that took place between Rhonda and Garth. Rhonda said she signed all documents presented by Garth in her home, with no other person in attendance. These documents transferred ownership of joint assets (set out in the titles) of 169 Roghan road to Garth (transfer date 08/06/2006), and 18 Magnetic to Rhonda (23/08/2006). The value of any other property jointly held or owned as part of the SMSF established in 2001, or any other assets were withheld.

Application to the family court
It is evident Garth has withheld information from Rhonda, including all information relating to the SMSF established in 2001, whilst using manipulative, misleading, and fraudulent documentation to disadvantage her. Once this SMSF matter is adjudicated, I would like to assist Rhonda to make an application to the family court to have the matter of the settlement hear.

I have **attached** the new **BDBN** dated 14.01.25 for your records, and the **EPA** dated 8.01.25 again for your records. I will scan the hardcopy for you next week in PDF form.

Please let me know if further clarification or documentation is needed.

Kind regards,

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Thursday, 16 January 2025 6:36 PM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Riki Dahm <rikidahm84@gmail.com>; honda.r@hotmail.com <honda.r@hotmail.com>
Subject: RE: Escalation of Evidence and Strategic Action

Holly,

I am working through all the emails received this week and will respond shortly.

Please provide the updated EPOA you mentioned in your 14 January 2025 email.

Thank you,

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.
Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Thursday, 16 January 2025 6:29 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>; honda.r@hotmail.com
Subject: Escalation of Evidence and Strategic Action

Dear Stuart

Following Garth Osborne's recent correspondence (below), it is evident that his ongoing efforts to distract, confuse, and withhold documentation to which Rhonda, as trustee, is lawfully entitled, must now be met with decisive action. His continued refusal to channel communications through you and his attempts to pressure Rhonda directly only serve to underscore his pattern of coercive control and intimidation over the past four decades.

The Bendigo and Suncorp Ultra Super Fund bank account statements constitute irrefutable evidence of Garth Osborne's involvement in tax evasion and round-tripping. These documents will be provided to the accountant, potentially leading to further self-incrimination and implicating Garth. While the accountant may attempt to claim ignorance, the presented evidence will be undeniable, thereby creating an opportunity for the accountant to disassociate from Garth and shift blame.

I intent to provide the bank statements to the Actuary, Auditor, Boardroom Pty Limited, and Sandhurst Trustees to compel compliance with their legislative reporting obligations.

Supplying the bank statements may likely assist Rhonda in obtaining the requested from parties providing services to the SMSF. Also, this will add weight to the concerns Rhonda has previously raised, demonstrating her attempts to full-fill regulatory obligations required of a trustee.

I am of the view this will strengthen our position to hold culpable parties accountable for non-compliance and obstruction.

Please advise if you have any objections, otherwise I will proceed accordingly.

Kind regards,

Holly

Sent from my iPhone

Begin forwarded message:

From: rhonda knyvett <honda.r@hotmail.com>
Date: 16 January 2025 at 4:17:53 pm AEST
To: Riki Dahm <rikidahm84@gmail.com>, holly tegan <Hollyteganosborne@hotmail.com>
Subject: Fwd: Instruction to implement BDBN, EPA & request for information

Sent from my iPhone

Begin forwarded message:

From: Garth Osborne <go56@bigpond.com>
Date: 16 January 2025 at 13:52:34 AEST
To: rhonda knyvett <honda.r@hotmail.com>
Subject: Instruction to implement BDBN, EPA & request for information

Rhonda,

As you have put a stop on Ultra Super Fund Suncorp account allowing me to make payments we now need to both meet at a Suncorp Branch to pay outstanding bills.
Presently there is an outstanding ATO amount needing to be paid forthwith of $ 1106.00.
You need to make yourself available imminently.
In the future we'll be meeting regularly to facilitate payment of BCC rates, Qld Unban Utilities, Insurance payments, AGL a/c's, maintenance, Account fees, Auditor fees, petty cash payments etc.

I'm awaiting your response,

GARTH OSBORNE

On 15 Jan 2025, at 3:52 pm, rhonda knyvett <honda.r@hotmail.com> wrote:

Dear Garth

I refer to my previous email of 30 December 2024, requesting all information and documentation relating to Ultra Super Fund (SMSF) ABN 41 873 921 089.

You have withheld all documentation and information about the SMSF, including that I am a trustee of the SMSF. To date, you have ignored all my verbal and written requests to get any information or documentation.

Again, I request you provide all documentation and records relating to the SMSF as requested in my previous email, especially the **deed of establishment** (including all amended versions), and any **Binary Death Nomination Beneficiary Forms** related to me.

I hold serious concerns you have used the SMSF for round-tripping and tax evasion. I also noticed that all property assets owned by Ultra Super Fund have had a deflated valuation reported to the ATO.

As the other trustee of Ultra Super Fund, I am notifying and instructing you to immediately implement:

- my new **Binding Death Benefit Nomination (BDBN) dated 14 January 2025** (attached).
- my new **Enduring Power of Attorney (EPA)** (Attached).

You are to notify all providers that you have engaged to provide administrative and or financial services to the SMSF that the new BDBN and EPA are to be implemented immediately.

I have copied David Wrangell, Accountant for SMSF to ensure immediate action is taken with my instructions.

I request your immediate attention to this matter, by implementing the new BDBN, EPA, and for you to supply all information and documentation you have withheld by close of business **16 January 2025.**

Please include Mr. Stuart Loudon my solicitor in further email about this matter -

stuart@loudonlegal.com.au

regards

Rhonda Knyvett
Trustee
Ultra Super Fund

<14.01.2025 Rhonda Ann Knyvett BDBN.zip><EPA of Rhonda Knyvett dated 08.01.2025.pdf><JP Certified Copy of EPA of Rhonda Knyvett dated 08.01.2025.pdf>

Subject: Escalation of Evidence and Strategic Action
Date: Thursday, 16 January 2025 at 6:28:53 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>, honda.r@hotmail.com <honda.r@hotmail.com>
Category: GARTH WILFRED OSBORNE

Dear Stuart

Following Garth Osborne's recent correspondence (below), it is evident that his ongoing efforts to distract, confuse, and withhold documentation to which Rhonda, as trustee, is lawfully entitled, must now be met with decisive action. His continued refusal to channel communications through you and his attempts to pressure Rhonda directly only serve to underscore his pattern of coercive control and intimidation over the past four decades.

The Bendigo and Suncorp Ultra Super Fund bank account statements constitute irrefutable evidence of Garth Osborne's involvement in tax evasion and round-tripping. These documents will be provided to the accountant, potentially leading to further self-incrimination and implicating Garth. While the accountant may attempt to claim ignorance, the presented evidence will be undeniable, thereby creating an opportunity for the accountant to disassociate from Garth and shift blame.

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Supplying the bank statements may likely assist Rhonda in obtaining the requested from parties providing services to the SMSF. Also, this will add weight to the concerns Rhonda has previously raised, demonstrating her attempts to full-fill regulatory obligations required of a trustee.

I am of the view this will strengthen our position to hold culpable parties accountable for non-compliance and obstruction.

Please advise if you have any objections, otherwise I will proceed accordingly.

Kind regards,

Holly

Sent from my iPhone

Begin forwarded message:

> **From:** rhonda knyvett <honda.r@hotmail.com>
> **Date:** 16 January 2025 at 4:17:53 pm AEST
> **To:** Riki Dahm <rikidahm84@gmail.com>, holly tegan <Hollyteganosborne@hotmail.com>
> **Subject: Fwd: Instruction to implement BDBN, EPA & request for information**
>
> Sent from my iPhone
>
> Begin forwarded message:
>
> > **From:** Garth Osborne <go56@bigpond.com>
> > **Date:** 16 January 2025 at 13:52:34 AEST
> > **To:** rhonda knyvett <honda.r@hotmail.com>
> > **Subject: Instruction to implement BDBN, EPA & request for information**
> >
> > Rhonda,
> >
> > As you have put a stop on Ultra Super Fund Suncorp account allowing me to make payments we now need to both meet at a Suncorp Branch to pay outstanding bills.
> > Presently there is an outstanding ATO amount needing to be paid forthwith of $ 1106.00.
> > You need to make yourself available imminently.
> > In the future we'll be meeting regularly to facilitate payment of BCC rates, Qld Unban Utilities, Insurance payments, AGL a/c's, maintenance, Account fees, Auditor fees, petty cash payments etc.
> >
> > I'm awaiting your response,
> >
> > GARTH OSBORNE

On 15 Jan 2025, at 3:52 pm, rhonda knyvett <honda.r@hotmail.com> wrote:

Dear Garth

I refer to my previous email of 30 December 2024, requesting all information and documentation relating to Ultra Super Fund (SMSF) ABN 41 873 921 089.

You have withheld all documentation and information about the SMSF, including that I am a trustee of the SMSF. To date, you have ignored all my verbal and written requests to get any information or documentation.

Again, I request you provide all documentation and records relating to the SMSF as requested in my previous email, especially the **deed of establishment** (including all amended versions), and any **Binary Death Nomination Beneficiary Forms** related to me.

I hold serious concerns you have used the SMSF for round-tripping and tax evasion. I also noticed that all property assets owned by Ultra Super Fund have had a deflated valuation reported to the ATO.

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- my new **Binding Death Benefit Nomination (BDBN) dated 14 January 2025** (attached).
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You are to notify all providers that you have engaged to provide administrative and or financial services to the SMSF that the new BDBN and EPA are to be implemented immediately.

I have copied David Wrangell, Accountant for SMSF to ensure immediate action is taken with my instructions.

I request your immediate attention to this matter, by implementing the new BDBN, EPA, and for you to supply all information and documentation you have withheld by close of business **16 January 2025.**

Please include Mr. Stuart Loudon my solicitor in further email about this matter - stuart@loudonlegal.com.au

regards

Rhonda Knyvett
Trustee
Ultra Super Fund

<14.01.2025 Rhonda Ann Knyvett BDBN.zip><EPA of Rhonda Knyvett dated 08.01.2025.pdf><JP Certified Copy of EPA of Rhonda Knyvett dated 08.01.2025.pdf>

Subject: Property - Concerns Regarding Potential Breach of SIS Act and Tax Regulations
Date: Thursday, 16 January 2025 at 8:37:38 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>, honda.r@hotmail.com <honda.r@hotmail.com>
Category: TITLES Queensland
Attachments: ABNHistoryDetails_57651430750.pdf, 18 MAGNETIC ST, BOONDALL QLD 4034 Historical_Title_Search_50260773 (1).pdf, 30 WHIPBIRD PL, ASPLEY QLD 4034 Historical_Title_Search_50015444 (1).pdf, 169 ROGHAN RD, TAIGUM QLD 4018 Historical_Title_Search_13114239.pdf, 364 ZILLMERE RD, ZILLMERE QLD 4034 Historical_Title_Search_19203586 (1).pdf, UNIT 1 364 ZILLMERE RD, ZILLMERE QLD 4034 Historical_Title_Search_15963155.pdf, UNIT 2 364 ZILLMERE RD, ZILLMERE QLD 4034 Historical_Title_Search_15963156.pdf, UNIT 3 364 ZILLMERE RD, ZILLMERE QLD 4034 Historical_Title_Search_15963157.pdf, UNIT 4 364 ZILLMERE RD, ZILLMERE QLD 4034 Historical_Title_Search_15963158.pdf, UNIT 5 364 ZILLMERE RD, ZILLMERE QLD 4034 Historical_Title_Search_15963159.pdf, UNIT 6 364 ZILLMERE RD, ZILLMERE QLD 4034 Historical_Title_Search_15963160 (1).pdf

Dear Stuart

I am writing to raise concerns regarding a transaction involving Garth, which I believe may constitute a breach of the SIS Act and tax regulations.

Based on the narrative and details provided by Garth, there are significant discrepancies between the information disclosed about the sale and the actual purchasing organization. Garth claimed that the purchasing company, based in Asia, acquired the developer who initially bought the property, with payments structured in installments over two years and a lump sum upon settlement. He also stated that he negotiated a rent-free occupancy agreement until March 2024. However, the registered ABN of the purchasing organization is located in Queensland, which does not align with this narrative.

This information is likely to assist with our case involving the SMSF, particularly as it relates to compliance with superannuation and taxation laws. Furthermore, this matter may have significant implications for the family court, including the potential to reopen the 'settlement' matter. As you know, the court can take this step if evidence emerges that one party failed to provide full disclosure of assets. Specifically, when our case against him regarding the Ultra Super Fund SMSF is successful, this may provide grounds for further legal action.

I also note that Garth has a number of other SMSFs, including one with Ann Anthonisz, which warrants further investigation. I anticipate this case will have significant ramifications, particularly concerning sales transactions in breach of the SIS Act, as well as his potential disqualification as a trustee.

Should you require further information, please do not hesitate to contact me.

Kind regards,
Holly

Sent from my iPhone

> On 16 Jan 2025, at 8:06 am, Holly Osborne <hollyteganosborne@hotmail.com> wrote:
>
> Dear Stuart
>
> It seems likely that Garth Osborne is connected to the company listed as the buyer of Roghan Road.
>
> I'll need to conduct another search for pre-1994 records, as 80 Yundah Street is unclear. I believed Garth and Rhonda owned it before selling to purchase Roghan Road.
>
> Please find below a list of properties associated with Garth Osborne and Rhonda Knyvett. Most of these properties may form part of the assets under the SMSF:
>
> • 80 Under Street, Shorncliffe & 82 Under Street, Shorncliffe - I was understood this was owned by Garth Osborne. Rhonda lived here with Garth Osborne. They sold this house, and bought 169 Roghan as an investment. Garth Osborne's name is not on this property. Names may link to some of the ABN names - unsure at present.
> • 169 Rogan Road, Taigum
> • 18 Magnetic Street, Boondall - Rhonda Knyvett - Registered Owner
> • 158 Church Road, Zillmere & 2 Hinchliffe Street, Zillmere
> • 364 Zillmere Road, Unit 1
> • 364 Zillmere Road, Unit 2
> • 364 Zillmere Road, Unit 3
> • 364 Zillmere Road, Unit 4
> • 364 Zillmere Road, Unit 5
> • 364 Zillmere Road, Unit 6

• 364 Zillmere Road
• 30 Whipbird Place, Aspley - Garth Osborne & Ann Anthonisz - Tennant's in common

This information may assist in identifying the assets of the fund.

Kind regards,

Holly

<158 CHURCH RD, ZILLMERE QLD 4034 AND 2 HINCHCLIFFE ST, ZILLMERE QLD 4034 Historical_Title_Search_12791021.pdf>

<80 & 82 YUNDAH ST, SHORNCLIFFE QLD 4017 Historical_Title_Search_11421004.pdf>

Subject: Property - Concerns Regarding Potential Breach of SIS Act and Tax Regulations
Date: Thursday, 16 January 2025 at 8:37:26 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>, honda.r@hotmail.com <honda.r@hotmail.com>
BCC: Rod Margetts <rodm@oxfordassociates.com.au>
Category: TITLES Queensland
Attachments: ABNHistoryDetails_57651430750.pdf, 18 MAGNETIC ST, BOONDALL QLD 4034 Historical_Title_Search_50260773 (1).pdf, 30 WHIPBIRD PL, ASPLEY QLD 4034 Historical_Title_Search_50015444 (1).pdf, 169 ROGHAN RD, TAIGUM QLD 4018 Historical_Title_Search_13114239.pdf, 364 ZILLMERE RD, ZILLMERE QLD 4034 Historical_Title_Search_19203586 (1).pdf, UNIT 1 364 ZILLMERE RD, ZILLMERE QLD 4034 Historical_Title_Search_15963155.pdf, UNIT 2 364 ZILLMERE RD, ZILLMERE QLD 4034 Historical_Title_Search_15963156.pdf, UNIT 3 364 ZILLMERE RD, ZILLMERE QLD 4034 Historical_Title_Search_15963157.pdf, UNIT 4 364 ZILLMERE RD, ZILLMERE QLD 4034 Historical_Title_Search_15963158.pdf, UNIT 5 364 ZILLMERE RD, ZILLMERE QLD 4034 Historical_Title_Search_15963159.pdf, UNIT 6 364 ZILLMERE RD, ZILLMERE QLD 4034 Historical_Title_Search_15963160 (1).pdf

Dear Stuart

I am writing to raise concerns regarding a transaction involving Garth, which I believe may constitute a breach of the SIS Act and tax regulations.

Based on the narrative and details provided by Garth, there are significant discrepancies between the information disclosed about the sale and the actual purchasing organization. Garth claimed that the purchasing company, based in Asia, acquired the developer who initially bought the property, with payments structured in installments over two years and a lump sum upon settlement. He also stated that he negotiated a rent-free occupancy agreement until March 2024. However, the registered ABN of the purchasing organization is located in Queensland, which does not align with this narrative.

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Sent from my iPhone

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• 364 Zillmere Road, Unit 6
• 364 Zillmere Road
• 30 Whipbird Place, Aspley - Garth Osborne & Ann Anthonisz - Tennant's in common

This information may assist in identifying the assets of the fund.

Kind regards,

Holly

<158 CHURCH RD, ZILLMERE QLD 4034 AND 2 HINCHCLIFFE ST, ZILLMERE QLD 4034 Historical_Title_Search_12791021.pdf>

<80 & 82 YUNDAH ST, SHORNCLIFFE QLD 4017 Historical_Title_Search_11421004.pdf>

Subject: Property Details - SMSF Assets
Date: Thursday, 16 January 2025 at 8:06:29 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
BCC: Rod Margetts <rodm@oxfordassociates.com.au>
Category: TITLES Queensland
Attachments: 18 MAGNETIC ST, BOONDALL QLD 4034 Historical_Title_Search_50260773 (1).pdf, 30 WHIPBIRD PL, ASPLEY QLD 4034 Historical_Title_Search_50015444 (1).pdf, 80 & 82 YUNDAH ST, SHORNCLIFFE QLD 4017 Historical_Title_Search_11421004.pdf, 169 ROGHAN RD, TAIGUM QLD 4018 Historical_Title_Search_13114239.pdf, 364 ZILLMERE RD, ZILLMERE QLD 4034 Historical_Title_Search_19203586 (1).pdf, UNIT 1 364 ZILLMERE RD, ZILLMERE QLD 4034 Historical_Title_Search_15963155.pdf, UNIT 2 364 ZILLMERE RD, ZILLMERE QLD 4034 Historical_Title_Search_15963156.pdf, UNIT 3 364 ZILLMERE RD, ZILLMERE QLD 4034 Historical_Title_Search_15963157.pdf, UNIT 4 364 ZILLMERE RD, ZILLMERE QLD 4034 Historical_Title_Search_15963158.pdf, UNIT 5 364 ZILLMERE RD, ZILLMERE QLD 4034 Historical_Title_Search_15963159.pdf, UNIT 6 364 ZILLMERE RD, ZILLMERE QLD 4034 Historical_Title_Search_15963160 (1).pdf

Dear Stuart

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I'll need to conduct another search for pre-1994 records, as 80 Yundah Street is unclear. I believed Garth and Rhonda owned it before selling to purchase Roghan Road.

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>
> This information may assist in identifying the assets of the fund.
>
> Kind regards,
>
> Holly
>
> <158 CHURCH RD, ZILLMERE QLD 4034 AND 2 HINCHCLIFFE ST, ZILLMERE QLD 4034 Historical_Title_Search_12791021.pdf>

Subject: Fwd: Instructions & Request for Information and Documentation
Date: Wednesday, 15 January 2025 at 6:58:56 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.png

Dear Stuart

After reviewing David's email, I find it quite fascinating that he claims no money has left the fund, despite clear evidence to the contrary. I look forward to the findings from the forensic accountant and the significance of the figure they determine.

Additionally, his assertion that the fund has been externally audited is rather questionable, considering the audit fee of just $235. This does not remotely constitute a thorough or proper audit for a self-managed fund.

His statement about entering transactions from the bank statements raises further concerns—how would he know how to allocate these transactions unless Garth Osborne directed him.

In my opinion, it is glaringly obvious that the accountant is fully aware of what has been happening.

Best regards,
Holly

From: Holly Osborne <hollyteganosborne@hotmail.com>
Date: 15 January 2025 at 6:26:59 pm AEST
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Fwd: Instructions & Request for Information and Documentation

Dear Stuart

Please find below correspondence from David Wrangell, Accountant to Rhonda.

Holly
Sent from my iPhone

Begin forwarded message:

From: rhonda knyvett <honda.r@hotmail.com>
Date: 15 January 2025 at 3:52:47 pm AEST
To: holly tegan <Hollyteganosborne@hotmail.com>
Subject: Fwd: Instructions & Request for Information and Documentation

Sent from my iPhone

Begin forwarded message:

From: David Wrangell <david@prctax.com.au>
Date: 15 January 2025 at 15:46:31 AEST
To: rhonda knyvett <honda.r@hotmail.com>
Subject: RE: Instructions & Request for Information and Documentation

Hi Rhonda

I acknowledge the emails from you and Holly.

I have appointments running all day Thursday.
I should have time Friday to furnish you with more info.
Many of the items listed were sent to Holly.

I do not believe that there are any errors in the financial statements or tax returns.
I personally enter every transaction into our system from the bank statements.
Monies do move from one bank account to another, but the money does not leave the fund.

They have been externally audited as well every year.

The market valuations of real estate are somewhat subjective and 5 difference real estate agents will come up with 5

different figures, but they will be roughly close.

You are very welcome to obtain current valuations on the properties from any real estate agent you choose.

There is always the option of engaging a registered valuer for a cost.

Regards

David Wrangell
Accountant & Registered Tax Agents
Pine Rivers Consulting
PO Box 54 / 14 Mecklem Street
STRATHPINE QLD 4500
P: (07) 3205 2881
Email: david@prctax.com.au

Like our facebook page to get up to date Tax Information

From: rhonda knyvett <honda.r@hotmail.com>
Sent: Wednesday, 15 January 2025 9:46 AM
To: PRCAdmin <prcadmin@prctax.com.au>; David Wrangell <david@prctax.com.au>
Cc: Stuart Loudon <Stuart@loudonlegal.com.au>
Subject: Instructions & Request for Information and Documentation

Dear David

As you are already aware, I am writing to you as a Trustee of the Ultra Super Fund (ABN 41 873 921 089).

I make this request because to date all documentation and information has been withheld by Trustee Garth Osborne. As such, I formally request the following documentation and records relating to the Fund's management and compliance:

1. Financial Information:
• Audited financial statements.
• Fund valuation reports, including real estate and unlisted assets.
• Income and expense records, including tax-free and taxable components.

2. Member Information:
• **Member account balances, pension payment records, and contributions history.**

3. Actuarial Documents:
• Copies of all actuarial certificates, including exempt current pension income (ECPI) calculations.
• Projections or analyses regarding the fund's financial sustainability.

4. Compliance and Legal Documents:
• **The original deed of establishment and any amendments.**
• Investment strategy documents.
• Any binding death benefit nomination forms, including those previously submitted by Garth Osborne.

Summary of Concerns

I have just now become aware of significant concerns within the fund, including evidence of round-tripping, tax evasion, legislative breaches directly linked to the actions of my co-trustee, Garth Osborne.

The information contained in the Bendigo Ultra Super Fund and Suncorp Ultra Super fund bank accounts provide significant evidence that Garth Osborne has been using the SMSF for round-tripping, tax evasion, and misusing of Ultra Super Fund assets.

There is also evidence that property assets owned by Ultra Super Fund have had a deflated valuation reported, significantly less than current market values, and evidence of illegal and or non compliant property ownership structures.

To date Garth Osborne has withheld all documentation and fund information, and has used intimidation to make me sign documents with no knowledge or understanding of.

Garth Osbornes actions and inaction to all verbal and written requests have fully prevented me from fulfilling my responsibilities and obligations as a trustee under the legislation.

INSTRUCTIONS

In light of these concerns, I request that you take actions to immediately **implement my New**

binding death benefit nomination form dated 14 January 2025 and provide all outstanding requested information, including the **deed of establishment and any amended versions**, and **any prior binding death benefit nomination forms** associated with me and ultra super fund **by COB Thursday, 17 January 2025.**

Furthermore, given my serious concerns relating to Garth Osborne's management of this fund and his conduct as a trustee, I am instructing you as trustee to take no further actions in submitting lodgement to the ATO.

As I previously requested, please send the information that was provided by Garth Osborne in preparation for submitting the 2024 tax lodgement and the list of outstanding documents required from Garth Osborne.

Please include Mr. Stuart Loudon my solicitor in any emails - stuart@loudonlegal.com.au.

I appreciate your immediate attention to this matter and look forward to your response within the specified timeframe.

Attachments:
1. A new Binding Death Benefit Nomination, signed and dated 14 January 2025, which supersedes all prior forms.
2. A copy of my updated Will (2024)

Kind regards

Rhonda Knyvett
Trustee, Ultra Super Fund
ABN 41 873 921 089
honda.r@hotmail.com

Subject: Fwd: Instructions & Request for Information and Documentation
Date: Wednesday, 15 January 2025 at 6:26:59 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.png

Dear Stuart

Please find below correspondence from David Wrangell, Accountant to Rhonda.

Holly
Sent from my iPhone

Begin forwarded message:

> **From:** rhonda knyvett <honda.r@hotmail.com>
> **Date:** 15 January 2025 at 3:52:47 pm AEST
> **To:** holly tegan <Hollyteganosborne@hotmail.com>
> **Subject: Fwd: Instructions & Request for Information and Documentation**
>
> Sent from my iPhone
>
> Begin forwarded message:
>
> > **From:** David Wrangell <david@prctax.com.au>
> > **Date:** 15 January 2025 at 15:46:31 AEST
> > **To:** rhonda knyvett <honda.r@hotmail.com>
> > **Subject: RE: Instructions & Request for Information and Documentation**
> >
> > Hi Rhonda
> >
> > I acknowledge the emails from you and Holly.
> >
> > I have appointments running all day Thursday.
> > I should have time Friday to furnish you with more info.
> > Many of the items listed were sent to Holly.
> >
> > I do not believe that there are any errors in the financial statements or tax returns.
> > I personally enter every transaction into our system from the bank statements.
> > Monies do move from one bank account to another, but the money does not leave the fund.
> >
> > They have been externally audited as well every year.
> >
> > The market valuations of real estate are somewhat subjective and 5 difference real estate agents will come up with 5 different figures, but they will be roughly close.
> >
> > You are very welcome to obtain current valuations on the properties from any real estate agent you choose.
> >
> > There is always the option of engaging a registered valuer for a cost.
> >
> > Regards
> >
> > David Wrangell
> > Accountant & Registered Tax Agents
> > Pine Rivers Consulting
> > PO Box 54 / 14 Mecklem Street
> > STRATHPINE QLD 4500
> > P: (07) 3205 2881
> > Email: david@prctax.com.au
> >
> > Like our facebook page to get up to date Tax Information
>
> **From:** rhonda knyvett <honda.r@hotmail.com>
> **Sent:** Wednesday, 15 January 2025 9:46 AM
> **To:** PRCAdmin <prcadmin@prctax.com.au>; David Wrangell <david@prctax.com.au>
> **Cc:** Stuart Loudon <Stuart@loudonlegal.com.au>
> **Subject:** Instructions & Request for Information and Documentation
>
> Dear David

As you are already aware, I am writing to you as a Trustee of the Ultra Super Fund (ABN 41 873 921 089).

I make this request because to date all documentation and information has been withheld by Trustee Garth Osborne. As such, I formally request the following documentation and records relating to the Fund's management and compliance:

1. Financial Information:
• Audited financial statements.
• Fund valuation reports, including real estate and unlisted assets.
• Income and expense records, including tax-free and taxable components.

2. Member Information:
• **Member account balances, pension payment records, and contributions history.**

3. Actuarial Documents:
• Copies of all actuarial certificates, including exempt current pension income (ECPI) calculations.
• Projections or analyses regarding the fund's financial sustainability.

4. Compliance and Legal Documents:
• **The original deed of establishment and any amendments.**
• Investment strategy documents.
• Any binding death benefit nomination forms, including those previously submitted by Garth Osborne.

Summary of Concerns

I have just now become aware of significant concerns within the fund, including evidence of round-tripping, tax evasion, legislative breaches directly linked to the actions of my co-trustee, Garth Osborne.

The information contained in the Bendigo Ultra Super Fund and Suncorp Ultra Super fund bank accounts provide significant evidence that Garth Osborne has been using the SMSF for round-tripping, tax evasion, and misusing of Ultra Super Fund assets.

There is also evidence that property assets owned by Ultra Super Fund have had a deflated valuation reported, significantly less than current market values, and evidence of illegal and or non compliant property ownership structures.

To date Garth Osborne has withheld all documentation and fund information, and has used intimidation to make me sign documents with no knowledge or understanding of.

Garth Osbornes actions and inaction to all verbal and written requests have fully prevented me from fulfilling my responsibilities and obligations as a trustee under the legislation.

INSTRUCTIONS

In light of these concerns, I request that you take actions to immediately **implement my New binding death benefit nomination form dated 14 January 2025** and provide all outstanding requested information, including the **deed of establishment and any amended versions**, and **any prior binding death benefit nomination forms** associated with me and ultra super fund **by COB Thursday, 17 January 2025.**

Furthermore, given my serious concerns relating to Garth Osborne's management of this fund and his conduct as a trustee, I am instructing you as trustee to take no further actions in submitting lodgement to the ATO.

As I previously requested, please send the information that was provided by Garth Osborne in preparation for submitting the 2024 tax lodgement and the list of outstanding documents required from Garth Osborne.

Please include Mr. Stuart Loudon my solicitor in any emails - stuart@loudonlegal.com.au.

I appreciate your immediate attention to this matter and look forward to your response within the specified timeframe.

Attachments:
1. A new Binding Death Benefit Nomination, signed and dated 14 January 2025, which supersedes all prior forms.
2. A copy of my updated Will (2024)

Kind regards

Rhonda Knyvett
Trustee, Ultra Super Fund
ABN 41 873 921 089
honda.r@hotmail.com

Subject: SMSF Matter
Date: Wednesday, 15 January 2025 at 10:25:09 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>, honda.r@hotmail.com <honda.r@hotmail.com>

Dear Stuart,

Rhonda has emailed David Wrangell, Accountant, Laurie Carwardine, Auditor and Doug McBirnie, Actuary, Accuium, and Boardroom Pty Limited raising concerns, and requesting information. She is hoping this will assist with obtaining documentation.

Noting this may alter the course of some actions outlined below, as such, let discuss so we may progress with issuing letter of demands to David and Garth.

Holly

From: Holly Osborne
Sent: Tuesday, 14 January 2025 1:41 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Request for legal advice, and action to progress SMSF Matter

Dear Stuart

As you are aware, there have been ongoing concerns regarding non-compliance and fraudulent activity involving Mr Garth Osborne, Ultra Super fund trustee, Mr Wrangell, Accountant, and Mr Laurie Carwardine, Auditor. Also, I hold suspicions of the conduct of Noel Leslie Gollagher, Justice of the Peace (105545) which may come to light once documentation is obtain.

Mr Wrangell was instructed to provide an explanation as to the compliance concerns raised on 11 January 2025 by COB Monday 13 January 2025. Specifically, regarding concerns about documentation failing to meet regulatory compliance standards due to it being unsigned, missing, hand written notes, and incomplete documents. In addition, Mr Wrangell was requested to provide the documentation supplied to him by Mr Osborne for the preparation of the Ultra Super Fund 2024 Tax Lodgement, including a list of outstanding items that were to be provided by Mr Osborne. Mr Wrangell has not responded to any instructions I have issued to him in the capacity of Enduring Power of Attorney for Rhonda, specifically regarding the instruction to take no further action with lodging the SMSF annual lodgement for 2024, and with the instruction to implement the Binding Death Benefit Nomination (**dated 13 January 2025**).
On Monday 30 December 2024, Rhonda requested Mr Osborne provide all previously withheld information and documentation pertaining to the SMSF. Mr Osbornes' response was due COB Monday 13 January 2025. Mr Osborne has not responded or provided the requested documentation.

Thus, I request your advice and support to progress the following items:

Priority **- Issue by email Instructions and updated Binding Death Benefit Nomination Form (BDBN - 14 January 2024 attached)**
Please issue an email to Mr Osborne, Mr Wrangell, Mr Carwardine and other relevant stakeholders you deem necessary to ensure possession of the Binding Death Benefit Nomination (BDBN) form, Will and Enduring Power of Attorney. This may include, but is not limited to, Sandhurst and Boardroom Pty Ltd. Please ensure the instructions clearly convey the importance of compliance and that all stakeholders are informed the current Enduring Power of Attorney (EPA), Will, and BDBN form dated 14 January 2025 are the only valid and legally binding documents. Following external advice, I issued the BDBN signed **13 January 2025** had included the unique identifier number. Your attention to this matter and prompt action to address and rectify this issue will be greatly appreciated - thank you.
Attached the new BDBN signed **14 January 2025**, Rhonda Ann Knyvett's Will dated 2024 and the Enduring Power of Attorney (EPA) (certified copy and certified original). Please note Gill and Lane solicitors are in possession of the hard copy certified original.

Issue email, then provide further advice on matter after 17 January 2025
Please note Mr Carwardine, Auditor response is due COB Friday 17 January 2025. Please issue an email to Mr Carwardine with a direct request to provide you with the deed, raising the concerns pertaining to the matter. Please provide the auditory the updated BDBN, Will, and EPA, to assist with any further instructions I provide as Enduring Power of Attorney.

Draft and issue Letter of Demand - Ultra Super Fund trustee, Mr Osborne
Issue a letter of demand as with formal notice raising the suspected breaches. I wish the formal notice to outline the sufficient available evidence, including Mr Osborne use of a bank account held with Bendigo and Adelaide bank BSB 633-109 account number 118052760 with the identical account number as the Ultra Super Fund Bendigo Bank (BSB 633-000 Account 118052760) transferring Ultra Super Fund funds to an external bank account; transferring the SMSF funds to external bank accounts, namely Commsec and National Australia bank; withdrawing SMSF funds from Bendigo and Suncorp by cheques; approximately 20 years bank transactions provided in the Suncorp and Bendigo bank undertaken solely by Mr Osborne, including details pertaining to the allegations of round-tripping, undervaluation, misuse of funds, tax evasion and demand corrective action (repayment of misappropriated funds, accurate revaluation of assets, the recovery of any legal fees incurred in this process, and any other corrective items you propose), including further action that will be undertaken with the ATO should Mr Osborne fail to comply with the legislative provisions, **providing 7 days** to respond to the letter of demand, and providing previously requested documentation, including but not limited to the deed of establishment, including and amendments, and binding death benefit nominations in place for Rhonda), and **14 days to undertake corrective actions**, specifically payment of misappropriated funds, accurate revaluation of assets.

Draft and issue Letter of Demand - Accountant, Mr Wrangell
Issue a letter of demand as with formal notice raising the suspected breaches pertaining to trustee Mr Osborne, and the allegations relating to Mr Wrangell, namely that he is either grossly negligent in the performance of his duties, or has been providing financial services that have

facilitied the mismanagement of the SMSF and tax evasion. I wish the formal notice to outline that there is sufficient evidence available, including the information supplied by Mr Wrangell, including Mr Osborne's use of a bank account held with Bendigo and Adelaide bank BSB 633-109 account number 118052760) transferring Ultra Super Fund funds to an external bank account; transferring the SMSF funds to external bank accounts, namely Commsec and National Australia bank; withdrawing SMSF funds from Bendigo and Suncorp by cheques; approximately 20 years bank transactions provided in the Suncorp and Bendigo bank undertaken solely by Mr Osborne; approximately 20 years bank transactions provided in the Suncorp and Bendigo bank undertaken solely by Mr Osborne, including details pertaining to allegations of round-tripping, undervaluation, misuse of funds, tax evasion. I wish to ensure the demand for corrective action includes Mr Wrangell providing all requested documentation pertaining to the SMSF (deed of establishment, including and amendments, and binding death benefit nominations in place for Rhonda). In addition, I wish to suggest the inclusion of further action that may be taken should Mr Wrangell fail to take corrective action **within the 7 days.**

Further advise pertaining to email response dated 14 January 2025, Boardroom Pty Limited
I understand that Boardroom Pty Ltd have been engaged by Mr Osborne to provide financial services. Could you please provide advice on the received today 14 January 2025, including you as a cc, and assist to progress the next steps.

Further advise upon receipt of email response from Sandhurst
I understand that Sandhurst has also been engaged to provide financial services. This information is contained on the Bendigo bank statements. Could you please provide advice upon receipt of response, or in the event of no response advice to progress the next steps.

If you require further information do not hesitate to contact me via phone or email.

Thank you for your assistance with progressing these matters.

Kind regards,
Holly Dahm

Subject: Re: Response to Form 11 Submission – Refutation of Allegations and Notice of Blackmail
Date: Tuesday, 14 January 2025 at 6:20:24 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Category: GARTH WILFRED OSBORNE
Attachments: image001.png

Thanks Stuart, you're doing a wonderful job.
Sent from my iPhone

On 14 Jan 2025, at 4:51 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Thank you Holly,

I have been delayed by other matters but will prepare this now and provide it shortly.

Stuart

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 14 January 2025 2:21 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Fw: Response to Form 11 Submission – Refutation of Allegations and Notice of Blackmail

Dear Stuart

Closing this loop, to confirm no correspondence has been received from Garth or Ann regarding the instruction to provide immediate written notice of their Notice being withdrawn.

I understand you will draft an email that you will issue addressing the above, Garths further attempts to 'double down' to try to bring this matter to a close.

Thank you for your assistance with progressing the matter.

Holly

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 7 January 2025 2:11 PM
To: go56@bigpond.com <go56@bigpond.com>; ann.z.shopz@gmail.com <ann.z.shopz@gmail.com>
Cc: Honda.r@hotmail.com <honda.r@hotmail.com>
Subject: Response to Form 11 Submission – Refutation of Allegations and Notice of Blackmail

Dear Garth Osborne & Ann Anthonisz

I am writing in response to the Form 11 submitted on 31 December 2024, in which you allege that I have violated the provisions of the *Residential Tenancies and Rooming Accommodation Act 2008* (the "RTAA Act"), specifically regarding Sections 61, 62, and 246(a), and assert retaliatory action in contravention of Section 276A. I categorically refute these allegations, and I also wish to address the inappropriate and unlawful actions referenced in your email dated 30 December 2024.

You have provided no evidence for the assertions made in your Form 11. These assertions are without basis.

1. No Evidence of Breach of Sections 61 and 62:
Section 61(7)(b) explicitly states that this section does not apply to a periodic tenancy such as exists between us.

Your assertions in relation to sections 61 and 62 of the *RTRA Act 2008 (Qld)* are thus irrelevant, but otherwise without basis.

The notice to leave issued to you and Ann Anthonisz was fully compliant with the relevant provisions of the Act. There has been no failure on the part to meet the legislative requirements, nor any improper action taken that would trigger the application of these sections.

2. No Retaliatory Action in Violation of Section 276A:
The claim of retaliatory action under Section 276A is without foundation. For Section 276(a) to apply, it is required that:

- The tenant took action to enforce their rights (such as issuing a notice to remedy a breach, requesting repairs, or making a complaint to an authority), and
- The landlord, knowing of such actions, then issued a retaliatory notice, such as a notice to remedy breach or a notice to leave.

In this case, no such action has been taken by you or Ann Anthonisz that would justify the application of Section 276A. The notice to leave was issued for legitimate reasons unrelated to any enforcement of rights or complaints made by you.

3. No Breach of Section 246(a) or Other Relevant Legislation:
The allegation of a breach under Section 246(a) is equally without substance or merit. There is no evidence to suggest I issued the notice to leave or engaged in any action with the intent to intimidate, punish, or retaliate against you. The actions taken were in line with standard matters and unrelated to any protected activity under the RTAA Act.

4. Reference to Email Dated 30 December 2024:

In your email dated 31 December 2024, you requested that the notice to leave be set aside, and the tenancy period extended through to the end of September 2025. You further indicated that failure to comply with this request by 5:00 PM on 2 January 2025 would result in you reporting the matter to various government bodies.

This communication is a clear example of attempted coercion and constitutes blackmail. For the avoidance of doubt, blackmail is defined under Section 369 of the *Criminal Code Act 1899 (Qld)* as demanding actions with menaces, or threatening to expose information that could be detrimental to another party unless certain actions are taken. The penalties for blackmail are severe, with the offence punishable by imprisonment for up to 14 years. I hereby reject your demand in its entirety.

5. Response to Intimidation and Blackmail:
Your attempts to force my compliance with your wishes is unlawful and wholly unacceptable. I will not tolerate such intimidation, nor will I comply with illegal demands made by you. Should you and Ann continue to make such threats, I will not hesitate to take immediate legal action.

6. Request for Dismissal of Matter:
Given there is no evidence of a breach of the RTAA Act 2008, and the lack of legal basis for the claims made in the Form 11, I ask that you immediately give written notice that your Notice is withdrawn, and that you comply with the Notice To Leave issued to you and the timeframe stipulated therein. The notice to leave complied with statutory obligations, and there is no legitimate basis for further consideration of this matter. You cannot merely remain resident in my house on your own terms.

I am formally notifying you that the AGL account will be deactivated on 28 February 2025, the date specified for your departure. The Urban Utilities bill for the period leading up to your departure will be issued to you for payment.

Any further attempts at intimidation or blackmail by your or Ann will not be tolerated and will be pursued to the fullest extent of the law.

I direct that any further correspondence in this matter be addressed to my solicitor, Mr Stuart Loudon at LOUDON LEGAL, email: stuart@loudonlegal.com.au

Regards

Rhonda Knyvett

Issued by Holly Dahm
Power of Attorney for Rhonda Knyvett

From: rhonda knyvett <honda.r@hotmail.com>
Sent: Monday, 6 January 2025 4:41 PM
To: go56@bigpond.com <go56@bigpond.com>; ann.z.shopz@gmail.com <ann.z.shopz@gmail.com>
Subject: Provision of Ledger

Dear Garth Osborne and Ann Anthonisz

I am writing in response to your recent request for a ledger in accordance with Section 65 of the Residential Tenancies and Rooming Accommodation Act 2008.

As such, I hereby provide you with the requested ledger below.

Regards

Rhonda Knyvett

<image001.png>

> **From:** Garth Osborne <go56@bigpond.com>
> **Date:** 30 December 2024 at 19:08:34 AEST
> **To:** rhonda knyvett <honda.r@hotmail.com>
> **Subject: Re: Formal Request for Documentation**
>
> Rhonda,
>
> I refute all of your alleged accusations you have presented in your email regarding me as simply being vexatious false and baseless.
>
> Under the Residential Tenancies Act I am entitled to be provided a receipt of rent monies paid forthwith.
> Also under Residential Tenancies Act I request you provide me with a ledger of rent monies paid throughout our tenancy.
>
> We want your Notice to Vacate Form 12 to be set aside and for our tenancy period to be extended to the end of September 2025.
> With your failure to set aside Notice to Leave along with not extending tenancy agreement period through to the end of September 2025 by end of business Thursday 2/01/2025 we intend reporting you to Centrelink, Brisbane City Council, Australian Taxation Office, Qld Government electricity rebate section.
>
> Regarding these matters we want written confirmation of your actions.
>
> I await your response,
> .

GARTH OSBORNE & ANN ANTHONISZ

On 30 Dec 2024, at 5:39 pm, rhonda knyvett <honda.r@hotmail.com> wrote:

Dear Garth

I write to formally address a number of matters concerning the Ultra Super Fund and your temporary residence at my property, including your inappropriate behaviour and actions in relation to both matters.

On 23 December, you requested that I attend a meeting to sign documents related to the sale of 158 Church Road, Zillmere. During the course of this meeting, you presented a seller contract for the transfer of this asset to your partner, Ann Anthonize. I made it clear during that meeting, and I reiterate now, that I do not consent to the sale of this property, or other undisclosed assets under management of the Fund.

I would like to formally draw attention to the fact that prior to this meeting you have consistently withheld all documentation and information pertaining to the Fund. Despite my repeated requests, I have yet to receive any documentation providing information about the Fund.

Your practice of presenting me with documents for signing without providing copies for review or allowing for a second opinion has been ongoing for many years. This approach is not only inappropriate but also places undue pressure on me to sign without sufficient time or understanding.

Additionally, I must address your behavior during the meeting on 23 December, where you exhibited aggression towards both myself and my support person. Despite my request for 30 minutes to review the material, you only allowed me three minutes before insisting that I make a decision. When I attempted to sit at the table to review the documents, you followed me over, stood over me, and also positioned yourself over my support person.

Your actions in standing so close, and making direct, aggressive gestures created an environment that felt both intimidating and threatening. This behavior left both myself and my support person feeling scared and uncomfortable. I want to make it clear that I will no longer tolerate such behaviour.

Moving forward, all communication with you, whether in person, via phone call, or text, will cease. From this point on, all communication will be conducted exclusively via email. This change is necessary due to the pattern of behavior over the years, which must now come to an end.

I acknowledge the rent payment I collected from you today, and going forward, I request that all rent payments for staying in my property be made directly to my bank account on a fortnightly basis, starting with the next payment due on 13/01/25.

Please find my bank account details below for your reference:

Account name: Rhonda Knyvett

BSB: 484-799

Account number: 039836080

I would like to bring to your attention the Form 12, issued in light of your repeated failure to acknowledge my requests for you to vacate the property, as well as your failure to indicate any intention to take action or leave.

The Form 12 was hand-delivered to you at the conclusion of our meeting on 23 December at Taigum and emailed to both you and Ann Anthonize at go56@bigpond.com and ann.z.shopz@gmail.com at approximately 1:00 PM on the same day. This form formally confirms that your final date at the property will be 28 February 2025.

This arrangement was initially intended to be a temporary, short-term solution, allowing you to stay in two rooms of my property for a few months following the sale of your own home, with the understanding that you would be purchasing a new one. Throughout this period, I have consistently offered flexibility, extending your stay as requested. However, despite repeatedly asking you to vacate the property, you have continuously resisted and failed to acknowledge these requests. Your approach has placed me in a position where I feel unable to assertively decline your requests, leading to a situation where I have felt compelled to acquiesce. This ongoing refusal to leave and lack of acknowledgment of my requests is untenable and must now come to an end.

To address the inappropriate withholding of information related to the Fund and the undue influence this has exerted on my ability to make informed decisions, I formally request that you provide the following documentation within 14 days:

Fund Governance and Documentation

* The fund’s trust deed

* The fund's investment strategy, including records of regular reviews and any consideration of insurance for members

* All signed trustee declarations

* Records of trustees consenting to their appointment

* Records of any changes to fund members or trustees

Financial Statements and Reporting

* A statement of financial position recording the assets and liabilities of the fund as of the last financial year end.

* An operating statement detailing the profit or loss incurred by the fund for the relevant financial year.

* Member statements and other reports as required.

* The income tax return for the fund.

Asset Valuation (Annual Audit):

* The auditor's valuation for each asset held by the Fund, as part of the annual audit process

Once I have reviewed the information and sort advice I will determine the appropriate course of action. I intend to sever all involvement with the Fund and request that no further contact be made following the resolution of this matter.

Should you fail to provide the requested information within the specified 14-day period I will have no choice but to consider further action, including legal recourse.

I trust this matter will be addressed promptly.

Regards

Rhonda Knyvett

> On 23 Dec 2024, at 13:57, rhonda knyvett <honda.r@hotmail.com> wrote:
>
> Please find attached a PDF version of form 12 that I hand delivered to you at the Coffee Club Taigum at approximately 10am on the 23rd of December 2024.
>
> This form provides you greater than 2 months notice to vacate 18 Magnetic Street Boondall.
>
> As such, you are required to vacate the property by 28th of February 2025.

Subject: Fw: Response to Form 11 Submission – Refutation of Allegations and Notice of Blackmail
Date: Tuesday, 14 January 2025 at 2:21:26 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: GARTH WILFRED OSBORNE
Attachments: image.png, RTA FORM 11 - Notice to remedy breach.pdf

Dear Stuart

Closing this loop, to confirm no correspondence has been received from Garth or Ann regarding the instruction to provide immediate written notice of their Notice being withdrawn.

I understand you will draft an email that you will issue addressing the above, Garths further attempts to 'double down' to try to bring this matter to a close.

Thank you for your assistance with progressing the matter.

Holly

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 7 January 2025 2:11 PM
To: go56@bigpond.com <go56@bigpond.com>; ann.z.shopz@gmail.com <ann.z.shopz@gmail.com>
Cc: Honda.r@hotmail.com <honda.r@hotmail.com>
Subject: Response to Form 11 Submission – Refutation of Allegations and Notice of Blackmail

Dear Garth Osborne & Ann Anthonisz

I am writing in response to the Form 11 submitted on 31 December 2024, in which you allege that I have violated the provisions of the *Residential Tenancies and Rooming Accommodation Act 2008* (the "RTAA Act"), specifically regarding Sections 61, 62, and 246(a), and assert retaliatory action in contravention of Section 276A. I categorically refute these allegations, and I also wish to address the inappropriate and unlawful actions referenced in your email dated 30 December 2024.

You have provided no evidence for the assertions made in your Form 11. These assertions are without basis.

1. No Evidence of Breach of Sections 61 and 62:
Section 61(7)(b) explicitly states that this section does not apply to a periodic tenancy such as exists between us.

Your assertions in relation to sections 61 and 62 of the *RTRA Act 2008 (Qld)* are thus irrelevant, but otherwise without basis.

The notice to leave issued to you and Ann Anthonisz was fully compliant with the relevant provisions of the Act. There has been no failure on the part to meet the legislative requirements, nor any improper action taken that would trigger the application of these sections.

2. No Retaliatory Action in Violation of Section 276A:
The claim of retaliatory action under Section 276A is without foundation. For Section 276(a) to apply, it is required that:

- The tenant took action to enforce their rights (such as issuing a notice to remedy a breach, requesting repairs, or making a complaint to an authority), and
- The landlord, knowing of such actions, then issued a retaliatory notice, such as a notice to remedy breach or a notice to leave.

In this case, no such action has been taken by you or Ann Anthonisz that would justify the application of Section 276A. The notice to leave was issued for legitimate reasons unrelated to any enforcement of rights or complaints made by you.

3. No Breach of Section 246(a) or Other Relevant Legislation:
The allegation of a breach under Section 246(a) is equally without substance or merit. There is no evidence to suggest I issued the notice to leave or engaged in any action with the intent to intimidate, punish, or retaliate against you. The actions taken were in line with standard matters and unrelated to any protected activity under the RTAA Act.

4. Reference to Email Dated 30 December 2024:
In your email dated 31 December 2024, you requested that the notice to leave be set aside, and the tenancy period extended through to the end of September 2025. You further indicated that failure to comply with this request by 5:00 PM on 2 January 2025 would result in you reporting the matter to various government bodies.

This communication is a clear example of attempted coercion and constitutes blackmail. For the avoidance of doubt, blackmail is defined under Section 369 of the *Criminal Code Act 1899 (Qld)* as demanding actions with menaces, or threatening to expose information that could be detrimental to another party unless certain actions are taken. The penalties for blackmail are severe, with the offence punishable by imprisonment for up to 14 years. I hereby reject your demand in its entirety.

5. Response to Intimidation and Blackmail:

Your attempts to force my compliance with your wishes is unlawful and wholly unacceptable. I will not tolerate such intimidation, nor will I comply with illegal demands made by you. Should you and Ann continue to make such threats, I will not hesitate to take immediate legal action.

6. Request for Dismissal of Matter:
Given there is no evidence of a breach of the RTAA Act 2008, and the lack of legal basis for the claims made in the Form 11, I ask that you immediately give written notice that your Notice is withdrawn, and that you comply with the Notice To Leave issued to you and the timeframe stipulated therein. The notice to leave complied with statutory obligations, and there is no legitimate basis for further consideration of this matter. You cannot merely remain resident in my house on your own terms.

I am formally notifying you that the AGL account will be deactivated on 28 February 2025, the date specified for your departure. The Urban Utilities bill for the period leading up to your departure will be issued to you for payment.

Any further attempts at intimidation or blackmail by your or Ann will not be tolerated and will be pursued to the fullest extent of the law.

I direct that any further correspondence in this matter be addressed to my solicitor, Mr Stuart Loudon at LOUDON LEGAL, email: stuart@loudonlegal.com.au

Regards

Rhonda Knyvett

Issued by Holly Dahm
Power of Attorney for Rhonda Knyvett

From: rhonda knyvett <honda.r@hotmail.com>
Sent: Monday, 6 January 2025 4:41 PM
To: go56@bigpond.com <go56@bigpond.com>; ann.z.shopz@gmail.com <ann.z.shopz@gmail.com>
Subject: Provision of Ledger

Dear Garth Osborne and Ann Anthonisz

I am writing in response to your recent request for a ledger in accordance with Section 65 of the Residential Tenancies and Rooming Accommodation Act 2008.

As such, I hereby provide you with the requested ledger below.

Regards

Rhonda Knyvett

RENT LEDGER					
Property address: 18 Magnetic street Boondall					
Amount: $800 per fortnight (based on $400 per week)					
Periodic lessor names: Garth Osborne & Ann Anthonisz					
Property owner: Rhonda Knyvett					
Period		Amount		DATE PAID	Notes
		DUE	PAID		
28/02/2024	3/04/2024	NIL	$0.00	Nil	No payment for 4weeks & No b
3/04/2024	17/04/2024	800.00	$800.00	1/04/2024	
15/05/2024	29/05/2024	800.00	$800.00	13/05/2024	
29/05/2024	12/06/2024	800.00	$800.00	3/06/2024	
12/06/2024	17/07/2024	1,600.00	$1,600.00	14/06/2024	Paid 4 weeks
17/07/2024	31/07/2024	800.00	$800.00	15/07/2024	
31/07/2024	14/08/2024	800.00	$800.00	30/07/2024	
14/08/2024	28/08/2024	800.00	$800.00	9/08/2024	
28/08/2024	11/09/2024	800.00	$800.00	26/08/2024	
11/09/2024	25/09/2024	800.00	$800.00	9/09/2024	
25/09/2024	9/10/2024	800.00	$800.00	23/09/2024	
9/10/2025	23/10/2025	800.00	$800.00	8/10/2024	
23/10/2024	6/11/2024	800.00	$800.00	21/10/2024	
6/11/2024	20/11/2024	800.00	$800.00	4/11/2024	
20/11/2024	4/12/2024	800.00	$800.00	22/11/2024	
4/12/2024	18/12/2024	800.00	$800.00	2/12/2024	
18/12/2024	1/01/2025	800.00	$750.00	16/12/2024	amount recieved was $50 short
1/01/2024	15/01/2024	800.00	$850.00	31/12/2024	amount included the $50 missi
15/01/2024	29/01/2024	-			
29/01/2024	12/02/2024	-			
12/02/2024	26/02/2024	-			
26/02/2024	**28/02/2024 NOTICE TO LEAVE - END DATE OF PERIODIC LEASE**	-			

From: Garth Osborne <go56@bigpond.com>
Date: 30 December 2024 at 19:08:34 AEST
To: rhonda knyvett <honda.r@hotmail.com>
Subject: Re: Formal Request for Documentation

Rhonda,

I refute all of your alleged accusations you have presented in your email regarding me as simply being vexatious false and baseless.

Under the Residential Tenancies Act I am entitled to be provided a receipt of rent monies paid forthwith.
Also under Residential Tenancies Act I request you provide me with a ledger of rent monies paid throughout our tenancy.

We want your Notice to Vacate Form 12 to be set aside and for our tenancy period to be extended to the end of September 2025.
With your failure to set aside Notice to Leave along with not extending tenancy agreement period through to the end of September 2025 by end of business Thursday 2/01/2025 we intend reporting you to Centrelink, Brisbane City Council, Australian Taxation Office, Qld Government electricity rebate section.

Regarding these matters we want written confirmation of your actions.

I await your response,
.
GARTH OSBORNE & ANN ANTHONISZ

> On 30 Dec 2024, at 5:39 pm, rhonda knyvett <honda.r@hotmail.com> wrote:
>
> Dear Garth
>
> I write to formally address a number of matters concerning the Ultra Super Fund and your temporary residence at my property, including your inappropriate behaviour and actions in relation to both matters.
>
> On 23 December, you requested that I attend a meeting to sign documents related to the sale of 158 Church Road, Zillmere. During the course of this meeting, you presented a seller contract for the transfer of this asset to your

partner, Ann Anthonize. I made it clear during that meeting, and I reiterate now, that I do not consent to the sale of this property, or other undisclosed assets under management of the Fund.

I would like to formally draw attention to the fact that prior to this meeting you have consistently withheld all documentation and information pertaining to the Fund. Despite my repeated requests, I have yet to receive any documentation providing information about the Fund.

Your practice of presenting me with documents for signing without providing copies for review or allowing for a second opinion has been ongoing for many years. This approach is not only inappropriate but also places undue pressure on me to sign without sufficient time or understanding.

Additionally, I must address your behavior during the meeting on 23 December, where you exhibited aggression towards both myself and my support person. Despite my request for 30 minutes to review the material, you only allowed me three minutes before insisting that I make a decision. When I attempted to sit at the table to review the documents, you followed me over, stood over me, and also positioned yourself over my support person.

Your actions in standing so close, and making direct, aggressive gestures created an environment that felt both intimidating and threatening. This behavior left both myself and my support person feeling scared and uncomfortable. I want to make it clear that I will no longer tolerate such behaviour.

Moving forward, all communication with you, whether in person, via phone call, or text, will cease. From this point on, all communication will be conducted exclusively via email. This change is necessary due to the pattern of behavior over the years, which must now come to an end.

I acknowledge the rent payment I collected from you today, and going forward, I request that all rent payments for staying in my property be made directly to my bank account on a fortnightly basis, starting with the next payment due on 13/01/25.

Please find my bank account details below for your reference:

Account name: Rhonda Knyvett

BSB: 484-799

Account number: 039836080

I would like to bring to your attention the Form 12, issued in light of your repeated failure to acknowledge my requests for you to vacate the property, as well as your failure to indicate any intention to take action or leave.

The Form 12 was hand-delivered to you at the conclusion of our meeting on 23 December at Taigum and emailed to both you and Ann Anthonize at go56@bigpond.com and ann.z.shopz@gmail.com at approximately 1:00 PM on the same day. This form formally confirms that your final date at the property will be 28 February 2025.

This arrangement was initially intended to be a temporary, short-term solution, allowing you to stay in two rooms of my property for a few months following the sale of your own home, with the understanding that you would be purchasing a new one. Throughout this period, I have consistently offered flexibility, extending your stay as requested. However, despite repeatedly asking you to vacate the property, you have continuously resisted and failed to acknowledge these requests. Your approach has placed me in a position where I feel unable to assertively decline your requests, leading to a situation where I have felt compelled to acquiesce. This ongoing refusal to leave and lack of acknowledgment of my requests is untenable and must now come to an end.

To address the inappropriate withholding of information related to the Fund and the undue influence this has exerted on my ability to make informed decisions, I formally request that you provide the following documentation within 14 days:

Fund Governance and Documentation

* The fund’s trust deed

* The fund’s investment strategy, including records of regular reviews and any consideration of insurance for members

* All signed trustee declarations

* Records of trustees consenting to their appointment

* Records of any changes to fund members or trustees

Financial Statements and Reporting

* A statement of financial position recording the assets and liabilities of the fund as of the last financial year end.

* An operating statement detailing the profit or loss incurred by the fund for the relevant financial year.

* Member statements and other reports as required.

* The income tax return for the fund.

Asset Valuation (Annual Audit):

* The auditor’s valuation for each asset held by the Fund, as part of the annual audit process

Once I have reviewed the information and sort advice I will determine the appropriate course of action. I intend to sever all involvement with the Fund and request that no further contact be made following the resolution of this matter.

Should you fail to provide the requested information within the specified 14-day period I will have no choice but to consider further action, including legal recourse.

I trust this matter will be addressed promptly.

Regards

Rhonda Knyvett

> On 23 Dec 2024, at 13:57, rhonda knyvett <honda.r@hotmail.com> wrote:
>
> Please find attached a PDF version of form 12 that I hand delivered to you at the Coffee Club Taigum at approximately 10am on the 23rd of December 2024.
>
> This form provides you greater than 2 months notice to vacate 18 Magnetic Street Boondall.
>
> As such, you are required to vacate the property by 28th of February 2025.

Subject: Request for legal advice, and action to progress SMSF Matter
Date: Tuesday, 14 January 2025 at 1:41:52 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Priority: High
Attachments: Rhonda Ann Knyvett BDBN form - signed 14.01.25 - page 2.jpg, Rhonda Ann Knyvett BDBN form - signed 14.01.25 - page 1.jpg, Rhonda Knyvett Will 2024.pdf, EPA of Rhonda Knyvett dated 08.01.2025.pdf, JP Certified Copy of EPA of Rhonda Knyvett dated 08.01.2025.pdf

Dear Stuart

As you are aware, there have been ongoing concerns regarding non-compliance and fraudulent activity involving Mr Garth Osborne, Ultra Super fund trustee, Mr Wrangell, Accountant, and Mr Laurie Carwardine, Auditor. Also, I hold suspicions of the conduct of Noel Leslie Gollagher, Justice of the Peace (105545) which may come to light once documentation is obtain.

Mr Wrangell was instructed to provide an explanation as to the compliance concerns raised on 11 January 2025 by COB Monday 13 January 2025. Specifically, regarding concerns about documentation failing to meet regulatory compliance standards due to it being unsigned, missing, hand written notes, and incomplete documents. In addition, Mr Wrangell was requested to provide the documentation supplied to him by Mr Osborne for the preparation of the Ultra Super Fund 2024 Tax Lodgement, including a list of outstanding items that were to be provided by Mr Osborne. Mr Wrangell has not responded to any instructions I have issued to him in the capacity of Enduring Power of Attorney for Rhonda, specifically regarding the instruction to take no further action with lodging the SMSF annual lodgement for 2024, and with the instruction to implement the Binding Death Benefit Nomination (**dated 13 January 2025**).
On Monday 30 December 2024, Rhonda requested Mr Osborne provide all previously withheld information and documentation pertaining to the SMSF. Mr Osbornes' response was due COB Monday 13 January 2025. Mr Osborne has not responded or provided the requested documentation.

Thus, I request your advice and support to progress the following items:

Priority **- Issue by email Instructions and updated Binding Death Benefit Nomination Form (BDBN - 14 January 2024 attached)**
Please issue an email to Mr Osborne, Mr Wrangell, Mr Carwardine and other relevant stakeholders you deem necessary to ensure possession of the Binding Death Benefit Nomination (BDBN) form, Will and Enduring Power of Attorney. This may include, but is not limited to, Sandhurst and Boardroom Pty Ltd. Please ensure the instructions clearly convey the importance of compliance and that all stakeholders are informed the current Enduring Power of Attorney (EPA), Will, and BDBN form dated 14 January 2025 are the only valid and legally binding documents. Following external advice, I issued the BDBN signed **13 January 2025** had included the unique identifier number. Your attention to this matter and prompt action to address and rectify this issue will be greatly appreciated - thank you.
Attached the new BDBN signed **14 January 2025**, Rhonda Ann Knyvett's Will dated 2024 and the Enduring Power of Attorney (EPA) (certified copy and certified original). Please note Gill and Lane solicitors are in possession of the hard copy certified original.

Issue email, then provide further advice on matter after 17 January 2025
Please note Mr Carwardine, Auditor response is due COB Friday 17 January 2025. Please issue an email to Mr Carwardine with a direct request to provide you with the deed, raising the concerns pertaining to the matter. Please provide the auditory the updated BDBN, Will, and EPA, to assist with any further instructions I provide as Enduring Power of Attorney.

Draft and issue Letter of Demand - Ultra Super Fund trustee, Mr Osborne
Issue a letter of demand as with formal notice raising the suspected breaches. I wish the formal notice to outline the sufficient available evidence, including Mr Osborne use of a bank account held with Bendigo and Adelaide bank BSB 633-109 account number 118052760 with the identical account number as the Ultra Super Fund Bendigo Bank (BSB 633-000 Account 118052760) transferring Ultra Super Fund funds to an external bank account; transferring the SMSF funds to external bank accounts, namely Commsec and National Australia bank; withdrawing SMSF funds from Bendigo and Suncorp by cheques; approximately 20 years bank transactions provided in the Suncorp and Bendigo bank undertaken solely by Mr Osborne, including details pertaining to the allegations of round-tripping, undervaluation, misuse of funds, tax evasion and demand corrective action (repayment of misappropriated funds, accurate revaluation of assets, the recovery of any legal fees incurred in this process, and any other corrective items you propose), including further action that will be undertaken with the ATO should Mr Osborne fail to comply with the legislative provisions, **providing 7 days** to respond to the letter of demand, and providing previously requested documentation, including but not limited to the deed of establishment, including and amendments, and binding death benefit nominations in place for Rhonda), and **14 days to undertake corrective actions**, specifically payment of misappropriated funds, accurate revaluation of assets.

Draft and issue Letter of Demand - Accountant, Mr Wrangell
Issue a letter of demand as with formal notice raising the suspected breaches pertaining to trustee Mr Osborne, and the allegations relating to Mr Wrangell, namely that he is either grossly negligent in the performance of his duties, or has been providing financial services that have facilitied the mismanagement of the SMSF and tax evasion. I wish the formal notice to outline that there is sufficient evidence available, including the information supplied by Mr Wrangell, including Mr Osborne's use of a bank account held with Bendigo and Adelaide bank BSB 633-109 account number 118052760) transferring Ultra Super Fund funds to an external bank account; transferring the SMSF funds to external bank accounts, namely Commsec and National Australia bank; withdrawing SMSF funds from Bendigo and Suncorp by cheques; approximately 20 years bank transactions provided in the Suncorp and Bendigo bank undertaken solely by Mr Osborne; approximately 20 years bank transactions provided in the Suncorp and Bendigo bank undertaken solely by Mr Osborne, including details pertaining to allegations of round-tripping, undervaluation, misuse of funds, tax evasion. I wish to ensure the demand for corrective action includes Mr Wrangell providing all requested documentation pertaining to the SMSF (deed of establishment, including and amendments, and binding death benefit nominations in place for Rhonda). In addition, I wish to suggest the inclusion of further action that may be taken should Mr Wrangell fail to take corrective action **within the 7 days.**

Further advise pertaining to email response dated 14 January 2025, Boardroom Pty Limited
I understand that Boardroom Pty Ltd have been engaged by Mr Osborne to provide financial services. Could you please provide advice on the

received today 14 January 2025, including you as a cc, and assist to progress the next steps.

Further advise upon receipt of email response from Sandhurst
I understand that Sandhurst has also been engaged to provide financial services. This information is contained on the Bendigo bank statements. Could you please provide advice upon receipt of response, or in the event of no response advice to progress the next steps.

If you require further information do not hesitate to contact me via phone or email.

Thank you for your assistance with progressing these matters.

Kind regards,
Holly Dahm

Subject: MATTER 2 Re: Request for Information Pertaining to Ultra Super Fund 41 873 921 089
Date: Tuesday, 14 January 2025 at 10:07:41 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: BOARDROOM PTY LTD
Attachments: image001.png, image002.png

Dear Stuart,

I hope this message finds you well.

I seek your advice on the below correspondence, which references an issue with the Enduring Power of Attorney (EPA). The correspondence notes discrepancies regarding the surname on the EPA, stating it does not match the surname registered under the HIN number provided. Additionally, they have requested that the other shareholder, Mr. Garth Osborne, sign the documents as the holding is registered in joint names.

I believe the EPA they reference is no longer legally valid, given the updated EPA for Rhonda. It is likely the EPA may reference my birth surname, Osborne, rather than my current surname.

Could you kindly respond to the correspondence, providing your legal advice regarding the validity of the EPA in light of the new circumstances? Please draft any necessary correspondence, ensuring clarity in addressing these issues and the requirement for original certification for processing.

Thank you for your assistance.

From: Maxine Williams <maxine.williams@boardroomlimited.com.au>
Sent: Tuesday, 14 January 2025 9:20 AM
To: 'Holly Osborne' <hollyteganosborne@hotmail.com>
Cc: Stuart Loudon <Stuart@loudonlegal.com.au>; Honda.r@hotmail.com <honda.r@hotmail.com>
Subject: RE: Request for Information Pertaining to Ultra Super Fund 41 873 921 089

Good Morning

In reference to the attached correspondence **we advise that firstly the name on the Enduring Power of Attorney does not match the surname registered under the HIN number provided.**

Secondly as the holding is registered in joint names, **we require these requests to be signed by the other shareholder Garth Osborne.**

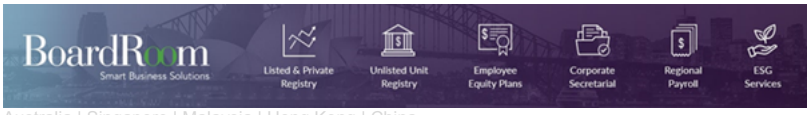
To have the Enduring Power of Attorney noted on our system (and for any information to be provided) we require the certification on the document to be original, therefore all documents must be POSTED back to our office for processing and all documents must be signed by Mr Garth Osborne.

Regards

Maxine Williams | Investor Service Officer

Boardroom Pty Limited
Level 8, 210 George Street Sydney NSW 2000
D: +61 2 9290 9647 | F: +61 2 9279 0664
boardroomlimited.com.au
LinkedIn | Facebook | Vimeo

Going GREEN, Living CLEAN. Consider the environment before you print



Australia | Singapore | Malaysia | Hong Kong | China

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 14 January 2025 10:05 AM
Cc: Stuart Loudon <Stuart@loudonlegal.com.au>; Honda.r@hotmail.com
Subject: Request for Information Pertaining to Ultra Super Fund 41 873 921 089
Importance: High

Caution: This email is from an External Sender. Please proceed with caution before clicking on links or opening attachments. Use the 'Report Message' function for suspicious emails

Dear Boardroom Pty Limited

I am writing to you on behalf of Ms Rhonda Ann Knyvett, Trustee of the Ultra Super Fund (ABN 41 873 921 089), under my capacity as Enduring Power of Attorney (**attached**).

As Ms Knyvett's EPA, I am authorised to act on her behalf regarding all financial matters, including those related to her membership and trustee responsibilities within the Ultra Super Fund.

Ms. Knyvett has been made aware that Boardroom Pty Limited is engaged to provide services to Ultra Super Fund 41 873 921 089, and she, alongside Mr Garth Wilfred Osborne, serve as a trustees and clients of Boardroom Pty Limited services in the same capacity.

Accordingly, we respectfully request the following information and documents pertaining to the Ultra Super Fund ABN 41 873 921 089 (SRN X0032114415):

1. Documents relating to the establishment of the fund, including the deed, amended versions, trustee declarations, and registration with the ATO.
2. A List of all assets, liabilities, bank accounts, and encumbrances associated with the Ultra Super Fund.
3. Any binding death benefit nominations, including those for Ms. Knyvett.
4. A summary of all shares held, including the number, type, and class of shares.
5. Current holding statements that outline the shareholder's position and any relevant transactions or changes in the holdings.
6. Copies of any issued share certificates for the shares in question.
7. Correspondence or other communications relating to the shares, shareholder rights, and any actions or services associated with the holdings.
8. A complete record of any services provided or requested on behalf of the Ultra Super Fund, including, but not limited to, transactions involving the following accounts:
    - Ultra Super Fund BSB 484 799 AC 001422502 SRN X0032114415
    - Ultra Super Fund BSB 633 109 AC 118052760
    - Ultra Super Fund BSB 633-000 AC 118052760 CRN 12732426/X101
9. Records of investment advice, portfolio recommendations, and investment management services provided to the fund.
10. Service agreements, contracts, and terms of services rendered, including details of current or prior engagements with the Ultra Super Fund, along with detailed records of all fees and charges incurred.
11. Investment reports, transaction statements, performance reports, and tax advice.
12. Audit and compliance reports.
13. Any communications, agreements, or documentation pertaining to Ultra Super Fund.
14. Communications, information, or documentation provided by Ultra Super Fund Trustee Mr Garth Wilfred Osborne, 18 Magnetic Street Boondall 4034 (formerly Shop 2 158 Church Road, Zillmere 4034) on behalf of the Ultra Super Fund.

For the sake of clarity, all future correspondence should be directed to me as Enduring Power of Attorney by email at hollyteganosborne@hotmail.com, Ms Knyvett, Ultra Super Fund trustee, at honda.r@hotmail.com, and to my solicitor, Mr Stuart Loudon of LOUDON LEGAL, at stuart@loudonlegal.com.au.

We respectfully request that the above information be provided within **seven (7) days** from the date of this email.

Thank you for your prompt attention to this matter.

Kind regards,
Holly Dahm
Enduring Power of Attorney for Ms. Rhonda Ann Knyvett
Ultra Super Fund Trustee
honda.r@hotmail.com

Attachment: Power of Attorney

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Please immediately notify the sender by reply email, then delete this message and any attachments from your system.
Neither Boardroom Pty Limited nor its subsidiaries accept liability for the views expressed in this email or for the consequences of any computer viruses that may be transmitted with this email.

Subject: Form for review
Date: Monday, 13 January 2025 at 4:12:05 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>, Honda.r@hotmail.com <honda.r@hotmail.com>
Priority: High
Attachments: BINDING-DEATH-BENEFIT-NOMINATION-FORM.docx

Dear Stuart
Please find attached the BDBNF for review. Please note Rhonda is in CC and would like you to review before she considers the information and decides on the next steps this afternoon.
Thank you

Subject: Form for review
Date: Monday, 13 January 2025 at 4:11:59 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>, Honda.r@hotmail.com <honda.r@hotmail.com>
Priority: High
Attachments: BINDING-DEATH-BENEFIT-NOMINATION-FORM.docx

Dear Stuart
Please find attached the BDBNF for review. Please note Rhonda is in CC and would like you to review before she considers the information and decides on the next steps this afternoon.
Thank you

Subject: Binding Death Benefit Nomination
Date: Monday, 13 January 2025 at 2:46:48 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>, Honda.r@hotmail.com <honda.r@hotmail.com>

Dear Stuart,

Rhonda has advised she will complete the Binding Death Benefit Nomination (BDBN) form today. Once completed, Rhonda will email it to you and the current SMSF accountant.

This BDBN, once enacted, will override any existing nominations, including any that Garth Osborne may have in place.

Kind regards,
Holly Dahm

Subject: Binding Death Benefit Nomination
Date: Monday, 13 January 2025 at 2:46:42 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>, Honda.r@hotmail.com <honda.r@hotmail.com>

Dear Stuart,

Rhonda has advised she will complete the Binding Death Benefit Nomination (BDBN) form today. Once completed, Rhonda will email it to you and the current SMSF accountant.

This BDBN, once enacted, will override any existing nominations, including any that Garth Osborne may have in place.

Kind regards,
Holly Dahm

Subject: Re: MATTER 2: Subject: Evidence of Financial Misconduct and Associated Breaches
Date: Sunday, 12 January 2025 at 11:08:37 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg

Dear Stuart,

To provide further context and information about the impact on Rhonda, Garth's actions in withholding information about the self-managed superannuation fund and preventing Rhonda from performing her duties as trustee have denied her access to critical details regarding her entitlements. Consequently, Rhonda was unaware of her ability to draw upon her superannuation once she became eligible, approximately when she commenced receiving the disability pension. This failure to provide access has significantly impacted Rhonda's financial independence, infringed upon her human rights, and caused substantial psychological harm.

If Rhonda been informed of her entitlements, she could have accessed her superannuation, while still qualifying for partial pension benefits up until 2022. Garth's conduct has deprived Rhonda of financial resources which she was entitled, resulting in undue reliance on the aged pension.

kind regards, Holly Dahm

Sent from my iPhone

> On 12 Jan 2025, at 9:31 pm, Holly Osborne <hollyteganosborne@hotmail.com> wrote:
>
> Sent from my iPhone
>
> Begin forwarded message:
>
> **From:** Stuart Loudon <Stuart@loudonlegal.com.au>
> **Date:** 12 January 2025 at 9:27:26 pm AEST
> **To:** Holly Osborne <hollyteganosborne@hotmail.com>
> **Cc:** Riki Dahm <rikidahm84@gmail.com>
> **Subject: RE: MATTER 2: Subject: Evidence of Financial Misconduct and Associated Breaches**
>
> Holly,
>
> Shall I send Matthew Muller, the accountant, a referral email by means of warm introduction to you? What you have provided is substantial and could be the basis for a brief to him.
>
> Yours faithfully,
>
> **STUART LOUDON**
> Director and Court-Appointed Costs Assessor
>
> <image001.jpg>
>
> Website: www.Loudonlegal.com.au
> Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
> E-MAIL: STUART@LOUDONLEGAL.COM.AU
>
> FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true
>
> PLEASE NOTE:
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> 2. Delete it from your records without forwarding or showing it to anyone.
>
> Email scammers may target law practices, and their clients.
> Please therefore:
> 1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
> 2. Look for emails with bank account details that appear altered.
>
> ---
>
> **From:** Holly Osborne <hollyteganosborne@hotmail.com>
> **Sent:** Sunday, 12 January 2025 9:06 PM
> **To:** Stuart Loudon <Stuart@loudonlegal.com.au>
> **Cc:** Riki Dahm <rikidahm84@gmail.com>
> **Subject:** MATTER 2: Subject: Evidence of Financial Misconduct and Associated Breaches
> **Importance:** High
>
> Dear Stuart,
> With regards to the instruction to David, based on the information provided below, in his capacity as an accountant, David is either complicit in the tax evasion or has demonstrated gross negligence, failing to identify the suspicious activity.

I refer to the following comprehensive summary undertaken on Garth's financial activity and conduct; this summary is based on available information from:

- 20 years of statements from:

Ultra Super Fund Bendigo Bank account BSB 633-000 Account 118052760
Ultra Super Fund Suncorp account BSB 484-799 Account 001422502

- material provided by the accountant
- and publicly listed information of transfers, on the house.
- Personal knowledge

These activities raise serious concerns about financial misconduct, tax evasion, and breaches of regulatory obligations, *the Superannuation Industry (Supervision) Act 1993* (SIS Act)

- **Evidence of Round-Tripping and Tax Evasion**
  The bank statements reveal evidence of round-tripping, where funds have been transferred through multiple accounts to obscure their origin and destination. Key findings include:
- Garth has a bank account with Bendigo and Adelaide Bank, located in Victoria. This bank account has an identical bank account number **(BSB 633-109 Account 118052760)** to the Ultra Super Fund Bendigo bank account number and is most likely the "dumping ground" for Ultra Super Fund funds.
- Additional accounts, including CommSec and NAB accounts, have been identified as part of this scheme.
- Over 1,072 cheques have been written by Garth, with deposits, and withdrawals of the same or similar amounts by cheque or via transfer on the same, and or following days.
- Over $1 million in rental payments have been transferred in and withdrawn from the Ultra Super Fund Bendigo account and Ultra Super Fund Suncorp account

- Further, both the Ultra Super Fund Bendigo account and Ultra Super Fund Suncorp have had a significant about of funds deposited (cash, cheque and transfer), and withdrawals (estimated as $ millions), despite maintaining consistently low balances..

Suncorp Bank
Garth Osborne & Rhonda Knyvett
Account: Ultra Super fund BSB 484-799 Account 001422502
Status: opened 3 May 2007 – active

- 29 May 2024 Direct credit Commonwealth SEC – COMSEC Deposit into account $71,772.95
- 29, 30, 31 May 2024 and 1 June 2024 (Com bank)– Garth Osborne withdrawal by transfer $20,000 on four (4) occasions, and 19 September 2024 Garth transferred the money to National Australia Bank - BSB 084-209 Account 6221290776 titled as SUPER DRAW. This is the only instance referenced in ALL Suncorp statements from 2007 to date of a withdrawal titled as SUPER DRAW.
- Extensive systematic withdrawals by Garth Osborne to BSB 633-109 Acc 118052760 (BSB 633-109 Bendigo Bank Adelaide, BBL The Bendigo Centre)
- Extensive systematic cash deposits and withdrawals by Garth Osborne.
- 25 September 2024 Santos Dividend listed - $3037.71
- Credit or debit card attached to the account. Used at the post office to withdraw funds, bunnings and to make other payments (most recent 26 December 2024).
- AGL payment for unidentified property
- Urban Utilities payment unidentified properties
- ATO Tax return payments and Tax invoice – unconfirmed TFN or ABN
- QRO land tax payment - unidentified property
- Rental Tenancy Authority -bond payments associated with unidentified property.
- 2 July 2019 OSKO PAYMENTS commenced. Prior to 2 July 2019 concerns relating to validity of the funds classified as rental payments regarding transactions with 'Transfer of Credits', cash deposits and Direct credit. (Transfer of credit - payee and payer can be the same person)
- 20/03/24 received EFT Transfer from Bendigo Banks Fund $11,809.01

Bendigo Bank
Garth Osborne & Rhonda Knyvett
Account: Ultra Super Fund BSB 633 000 Account 118052760
Sandhurst Trustees Ltd ABN 16004 030737
Customer Number:12732426/X101
Status: opened 1 December 2004 – closed 30 March 2024 by Garth Osborne

- 1/12/2004 TO 1/5/2007 deposits (rent) HILGOLD PTY LTD
- **21/06/05 Cheque deposits 21/06/05 $21,000 $15,000**
- **5/7/2005 transfer to COMSEC (withdrawal) $44,449.08**
- 21/10/05 transfer to COMSEC (withdrawal) $8854.60
- 10/3/06 transfer to COMSEC (withdrawal) $12,552
- 15/03/06 transfer to COMSEC (withdrawal) $7871
- 1/07/2007 – 31/07/2007 NOTABLE STATEMENT COMMONWEALTH SEC DEPOSITS – 11 JULY – **$55,000 $51,000, $24,000, $55,000**
  - CHECK WITHDRAWALS **$50,000** 1/8/07 – 31/8/07
  - transfer to COMSEC (withdrawal) **$21,000 &**
  - **CHEQUE WITHDRAWAL $168,000**
- **6/4/09 COMM BANK DEPOSIT 45,506.28**
- **1/04/09 – 30/04/09 NOTABLE STATEMENT 14/04/09 transfer to COMSEC (withdrawal) $42,457.65**
- 1/06/2009 NOTABLE STATEMENT
  - **CHEQUE DEPOSIT $40,270, COMMONWALTH DEPSOIT $28,830, CHECK WITHDRAWALS $60,000, $12,000, $700**
- 8/10/09 transfer to COMSEC (withdrawal) $14,906
- 10/05/10 APPROX COMSEC WITHDRAWAL $12,000
- 13/07/10 APPROX COMSEC WITHDRAWAL $12,000
- **29/03/2011 CHEQUE WITHDRAWAL $160,000**
- 29/06/11 transfer to COMSEC (withdrawal) $13,321
- 6/7/11 transfer to COMSEC (withdrawal) $13,441
- 11/8/11 transfer to COMSEC (withdrawal) $6,881
- 27/05/2012 transfer to COMSEC (withdrawal) $20,563
- 1/05/2012 INWARD TELEGRAPHIC TRANSFER DEPOSIT- $$7,000
- 1/05/2012 transfer to COMSEC (withdrawal) $7,929

- 11/06/2013 CHEQUE WITHDRAWAL $20,000
- **16/10/2014 transfer to COMSEC (withdrawal) $45,943**
- 25/08/2015 transfer to COMSEC (withdrawal) $11,517
- 4/09/15 transfer to COMSEC (withdrawal)
- 1/03/16 – 31/03/16 NOTABLE STATEMENT – on 9/03/16 Acc balance was $1,668;15/03/16 Garth made a deposit titled as Ultra Super Fund of $5,000, making a cheque withdrawal on the same day (15/03/16) of $5,000. Regular pattern in both accounts.
- 18/11/18 Transfer credit from 34500587/V501 $300 (What is this account).
- 20/05/17 cheque withdrawal 686 $10,000
- 18/07/2018 cheque withdrawal $10,000
- 22/08/18 cheque 776 withdrawal $13000
- 19/03/2019 cheque 813 withdrawal $10,000
- 1/05/19 cheque 819 withdrawal $25,000
- 16/06/20 – cheque deposit $20,800
- 25/06/20 cheque withdrawal 899 (PETTY CASH) $1006.55
- 31/03/21 cheque deposit – Garth - $14,400
- 12/04/21 Cheque 938 withdrawal - $20,000
- 14/06/21 cheque 947 withdrawal 10,000
- 29/06/21 cheque deposit 15,000
- 16/09/21 cheque withdrawal 962 $12,000
- 22/03/22 OSKO PAYMENT COMPASS GLASS AND ALUM – CHURCH ROAD ZILLMERE 50% PAYM> 2522.85 withdrawal
- 1/6/22 cheque 992 withdrawal $10,000
- 5/8/22 DIRECT DEBIT COMMSEC SECURITY withdrawal **$67,816.51**
- 17/10/22 cheque 1004 withdrawal $10,000
- 2/5/23 cheque deposit $15,600
- 21/6/23 cheque deposit $15,000
- 26/06/23 cheque withdrawal 1035 $20,000
- 25/08/23 cheque withdrawal 1042 $22,476.54
- 17/11/23 cheque withdrawal 1057 $20,000
- 8/01/24 cheque withdrawal 1065 $10,020.80
- 5/03/24 cheque withdrawal 1072 $11,488.40
- 20/03/24 Account CLOSED & EFT credit transfer Bendigo Banks Fund $11,809.01 into Ultra Super fund Suncorp BSB 484-799 Account 001422502.

The information contained in the Bendigo Ultra Super Fund and Suncorp Ultra Super fund bank accounts provides evidence of round-tripping, and tax evasion, raising serious concerns about misuse of Ultra Super Fund assets.

Furthermore, there is evidence that property assets owned by Ultra Super Fund have had a deflated valuation reported, significantly less than current market values.

This was highlighted when Garth attempted to execute an illegal contract involving 158 Church Road Zillmere (1of the 7 properties identified as fund assets) wherein he attempted to sell the 50% Ultra Super Fund ownership of the property **under market value** to a related person(s)**,** Garth's his fiancé, Ann Anthonisz. The other 50% of 158 Church Road Zillmere is owned by Garth privately, thus also disclosing an **unlawful ownership structure.**

IDENTIFIED ULTRA SUPER FUND PROPOERTY ASSETS

Address	Details	Value	Evidence
158 Church Road Zillmere	Transferred into the SMSF in 26/07/2007	220,000	Publicly listed information
1/364 Zillmere Road Zillmere 4034	Transferred into the SMSF in 15/11/2002	90,000	Publicly listed information
2/364 Zillmere Road Zillmere 4034	Transferred into the SMSF in 15/11/2002	160,000	Publicly listed information
3/364 Zillmere Road Zillmere 4034	Transferred into the SMSF in 15/11/2002	70,000	Publicly listed information
4/364 Zillmere Road Zillmere 4034	Transferred into the SMSF in 15/11/2002	160,000	Publicly listed information
5/364 Zillmere Road Zillmere 4034	Transferred into the SMSF in 15/11/2002	70,000	Publicly listed information
6/364 Zillmere Road Zillmere 4034	Transferred into the SMSF in 2007	75,000	Publicly listed information
30 Whipbird Place Aspley Heights 4034	Sold	1,115 000	Publicly listed information

POTENTIAL ULTRA SUPER FUND PROPOERTY ASSETS

? Ridley Road, Bridgeman Downs			
30 Whipbird Place Aspley Heights 4034	Sold	1,115 000	Publicly listed information

David Wrangell, Accountant

The information in the Bendigo and Suncorp Ultra Super Fund bank accounts, held for over 20 years, alongside the concerning documentation provided by the Accountant (eg documentation that did not meet regulatory compliance standards, including unsigned, incomplete, handwritten notes, further highlights that Rhonda as a trustee, has been a victim of serious misconduct by Garth, and potentially David.

The available information suggests Garth has engaged in **fraudulent activities and significant tax evasion**. As power-of-attorney, I am now fully aware of these breaches and wish to discuss referral to the Australian Taxation Office. Given the gravity of the misconduct, including criminal implications, alternative dispute resolution is not appropriate. The ATO must investigate and take necessary enforcement actions to protect the integrity of the fund and ensure compliance with the law.

Accountant and Auditor Involvement
David Wrangell (the accountant) and Garth Osborne have had long-standing involvement, I note the low fees charged, and the material provided, provides evidence that David facilitated this tax evasion. Similarly, I hold serious concerns regarding the involvement of Laurie Carwardine, the auditor. The fund reportedly paid $230 per years in audit fees, which appear to be significantly lower than expected given the regulatory requirements associated with such audits, raising concerns about whether the audits were conducted in compliance with applicable regulations.

Misuse of ABNs and Business Registrations

By cross-referencing information contained in the bank statements, information provided by the accountant, the following ABNs have been linked to Garth:

1. ABN 43 960 865 910 Garth Wilfred Osborne
2. ABN 14 946 035 004 Garth W Osborne Physiotherapy
3. ABN 66 010 316 551 Degelyn Pty Ltd (former entity title Degelyn P L)
4. ABN 52856037840 Gregory R & Anna M Osborne (*former entity title OSBORNE GREGORY & ANNA MARIA, former entity title GREGORY M & ANNA R OSBORNE, former entity title GREGORY R & ANNA M OSBORNE*)
5. ABN 14 946 035 004 Garth A & Gail R Osborne (*former entity title GARTH A OSBORNE & GAIL R SANSOM*), and
6. numerous ABN's linked by trading names

The review identified a complex web of activities involving:

1. Businesses registered across multiple states, including Victoria, South Australia, New South Wales, ACT, and Queensland, with frequent changes to entity names
2. Numerous trading names linked to family partnerships and discretionary trusts.
3. Likely misuse of self-managed superannuation funds (SMSFs), where Garth, as trustee, appears to have used these funds as a mechanism for large-scale tax evasion.
4. Garth is likely is a trustee of multiple SMSFs, including with Ann Anthonisz

Implications
The evidence points to systemic financial misconduct, implicating Garth and potentially his accountant, auditor, and related parties.

Please advise of a convenient time to discuss the information provided above and necessary next steps.

Holly Dahm

EPA on behalf of Rhonda Knyvett

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Sunday, 12 January 2025 4:35 PM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: RE: Initial Review and Concerns Regarding Accountant's Records

Good afternoon Holly,

I refer to your emails received since Wednesday this week.

Please inform me if Garth responds tomorrow.

I would recommend my accountant Mr Matthew Muller of Hawkeye Financial. His email is matt@hawkeyefinancial.com.au. Please copy me into any email you send him.

The Will lists you as sole beneficiary and superannuation would be dealt with as part of the estate. A Will does not usually mention a Binding Nomination.

Please inform me how the entry to the property goes and inform me of any issues that arise.

I note your correspondence with Mr Wrangell. Has he responded at all? Please clarify the purpose for directing him to cease all activity as this direction would come from both trustees.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>

Sent: Wednesday, 8 January 2025 2:05 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Initial Review and Concerns Regarding Accountant's Records

Dear Stuart

I hope this message finds you well.

Please find attached the correspondence from the accountant concerning the financial years 2019, 2020, 2021, and 2023 I have forwarded this documentation to a forensic accounting expert for a detailed assessment.

Upon review, significant concerns have emerged regarding the quality and reliability of the provided records. Notably, some information appears handwritten and unsigned, which raises questions about the accuracy and integrity of the accounting practices. Additionally, it is apparent that the accountant has not yet supplied all requested information, although they may still submit further records before the due date of this Friday.

We are also awaiting Garth Osborne's information, which is due this coming Monday, the 13th. Following receipt of this and any additional information from the accountant, I would appreciate your advice on the appropriate next steps, taking into account both my contacts assessment and any further submissions.

To minimize stress, I will not be including Rhonda in these communications but will ensure she is kept informed of significant developments.

I look forward to your advice on the next steps.

Kind regards,

Holly

Subject: Re: MATTER 1 - Periodic Lease
Date: Sunday, 12 January 2025 at 11:05:58 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>

Dear Stuart,

To date, neither Garth nor Ann has stated why they would report Rhonda.

This situation originated as a short-term arrangement, with Rhonda agreeing to let Garth and Ann occupy two rooms in her home after he and Ann sold their property. The property sold for $7.33 million.

This was intended to last only a few months until they purchased a new property, with Garth offering minimal financial compensation.

However, the arrangement evolved significantly without Rhonda's informed consent. Despite numerous text messages in which she clearly stated her disagreement, she felt unable to say no and was pressured by Garth into packing up her home. Regardless of her belongings being packed up, Rhonda wishes to continue living independently in her home.

At present, Garth's actions are actively stopping Rhonda. Rhonda is now maintaining a level of sobriety after struggling with alcoholism for over 45 years. It is clear that Garth has exploited her vulnerable state for his benefit.

Further, it is apparent that the AGL rebate at issue was part of a government homeowner initiative, yet Garth decided to as Rhonda was not going to use it that it as she was staying with us, he was entitled to the rebate on the basis that she was not going to use it.

As for the ATO, it appears to be connected to Centrelink, as Rhonda commenced accessing the disability pension on around 2007 and is now currently accessing the aged pension.

Kind regards,
Holly Dahm

Sent from my iPhone

> On 12 Jan 2025, at 11:04 pm, Holly Osborne <hollyteganosborne@hotmail.com> wrote:
>
> Hi Stuart
>
> Yes, please proceed with the introduction to Matthew.
> Kind regards
> Holly Dahm
>
> > On 12 Jan 2025, at 10:28 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:
> >
> > Holly,
> >
> > I have just realised you were responding to my suggestion to respond to Garth, not to brief Matthew. Should I also email Matthew?
> >
> > I will send you a draft response to Garth on Monday.
> >
> > Stuart
> >
> > **From:** Holly Osborne <hollyteganosborne@hotmail.com>
> > **Sent:** Sunday, 12 January 2025 10:24 PM
> > **To:** Stuart Loudon <Stuart@loudonlegal.com.au>
> > **Cc:** Riki Dahm <rikidahm84@gmail.com>
> > **Subject:** Re: MATTER 1 - Periodic Lease

Dear Stuart,

Yes, please proceed. The summary for Matter 2 should provide valuable insights into Garth's character and the extent of his actions.

Kind regards,
Holly Dahm

On 12 Jan 2025, at 9:25 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Holly,

Thank you for your emails.

Garth is doubling down and ignoring your response.

I suggest I draft a letter to him in response to this email. Please confirm I may do so.

Has he specified what he will be reporting Rhonda to these various organisations **for**? Please instruct me where possible.

Thank you.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

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RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
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From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Sunday, 12 January 2025 9:07 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: MATTER 1 - Periodic Lease

Dear Stuart,

Please find attached the correspondence from Garth to Rhonda regarding the periodic lease, which is the only communication received on this matter. Garth appears to have attempted to justify the email by stating it was sent in error and that he wished to recall it. However, this seems to be an attempt to alter the record.

Kind regards

Holly

Subject: Re: MATTER 1 - Periodic Lease
Date: Sunday, 12 January 2025 at 11:04:45 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>

Hi Stuart

Yes, please proceed with the introduction to Matthew.
Kind regards
Holly Dahm

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Subject: MATTER 1 - Periodic Lease

Dear Stuart,

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Kind regards

Holly

Subject: Re: MATTER 2: Subject: Evidence of Financial Misconduct and Associated Breaches
Date: Sunday, 12 January 2025 at 10:42:17 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg

Dear Stuart,

I agree, please proceed.

While the process of consolidating the materials has been time-consuming, it is not overly complex.

As mentioned, I would like to ensure that all necessary steps are taken to properly bring this matter before the most appropriate court, such as the Federal Court of Australia or the Supreme Court given the egregious nature of the trustee's tax evasion breaches of the SIS Act. Additionally, I would like to discuss referral of the information to the ATO to initiate appropriate action against the involved parties.

Consideration should also be given to the type of action that may be open against the banking institutions frequented by Garth Osborne, where significant transactions involving deposits, withdrawals, and reductions were undertaken. These transactions should have been flagged or assessed as suspicious under applicable laws, particularly in relation to institutions and branches referenced in the banking statements, such as Sandgate and Chermside. Specific attention should also be directed to the branch managers listed on the bank statements, including Sandhurst, Bendigo Ultra Super Fund account.

Please let me know if you require anything further from my end to advance this matter.

Kind regards,
Holly Dahm

Sent from my iPhone

> **From:** Stuart Loudon <Stuart@loudonlegal.com.au>
> **Date:** 12 January 2025 at 9:27:26 pm AEST
> **To:** Holly Osborne <hollyteganosborne@hotmail.com>
> **Cc:** Riki Dahm <rikidahm84@gmail.com>
> **Subject: RE: MATTER 2: Subject: Evidence of Financial Misconduct and Associated Breaches**
>
> Holly,
>
> Shall I send Matthew Muller, the accountant, a referral email by means of warm introduction to you? What you have provided is substantial and could be the basis for a brief to him.
>
> Yours faithfully,
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> Director and Court-Appointed Costs Assessor
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Sent: Sunday, 12 January 2025 9:06 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: MATTER 2: Subject: Evidence of Financial Misconduct and Associated Breaches
Importance: High

Dear Stuart,
With regards to the instruction to David, based on the information provided below, in his capacity as an accountant, David is either complicit in the tax evasion or has demonstrated gross negligence, failing to identify the suspicious activity.

I refer to the following comprehensive summary undertaken on Garth's financial activity and conduct; this summary is based on available information from:

- 20 years of statements from:
  Ultra Super Fund Bendigo Bank account BSB 633-000 Account 118052760
  Ultra Super Fund Suncorp account BSB 484-799 Account 001422502

- material provided by the accountant
- and publicly listed information of transfers, on the house.
- Personal knowledge

These activities raise serious concerns about financial misconduct, tax evasion, and breaches of regulatory obligations, *the Superannuation Industry (Supervision) Act 1993* (SIS Act)

- **Evidence of Round-Tripping and Tax Evasion**
  The bank statements reveal evidence of round-tripping, where funds have been transferred through multiple accounts to obscure their origin and destination. Key findings include:
- Garth has a bank account with Bendigo and Adelaide Bank, located in Victoria. This bank account has an identical bank account number **(BSB 633-109 Account 118052760)** to the Ultra Super Fund Bendigo bank account number and is most likely the "dumping ground" for Ultra Super Fund funds.
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- AGL payment for unidentified property
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- 20/03/24 received EFT Transfer from Bendigo Banks Fund $11,809.01

Bendigo Bank
Garth Osborne & Rhonda Knyvett
Account: Ultra Super Fund BSB 633 000 Account 118052760
Sandhurst Trustees Ltd ABN 16004 030737
Customer Number:12732426/X101
Status: opened 1 December 2004 – closed 30 March 2024 by Garth Osborne

- 1/12/2004 TO 1/5/2007 deposits (rent) HILGOLD PTY LTD
- **21/06/05 Cheque deposits 21/06/05 $21,000 $15,000**
- **5/7/2005 transfer to COMSEC (withdrawal) $44,449.08**
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  - CHECK WITHDRAWALS **$50,000** 1/8/07 – 31/8/07
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This was highlighted when Garth attempted to execute an illegal contract involving 158 Church Road Zillmere (1of the 7 properties identified as fund assets) wherein he attempted to sell the 50% Ultra Super Fund ownership of the property **under market value** to a related person(s)**,** Garth's his fiancé, Ann Anthonisz. The other 50% of 158 Church Road Zillmere is owned by Garth privately, thus also disclosing an **unlawful ownership structure.**

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POTENTIAL ULTRA SUPER FUND PROPOERTY ASSETS

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David Wrangell, Accountant

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2. ABN 14 946 035 004 Garth W Osborne Physiotherapy
3. ABN 66 010 316 551 Degelyn Pty Ltd (former entity title Degelyn P L)
4. ABN 52856037840 Gregory R & Anna M Osborne (*former entity title OSBORNE GREGORY & ANNA MARIA, former entity title GREGORY M & ANNA R OSBORNE, former entity title GREGORY R & ANNA M OSBORNE*)
5. ABN 14 946 035 004 Garth A & Gail R Osborne (*former entity title GARTH A OSBORNE & GAIL R SANSOM*), and
6. numerous ABN's linked by trading names

The review identified a complex web of activities involving:

1. Businesses registered across multiple states, including Victoria, South Australia, New South Wales, ACT, and Queensland, with frequent changes to entity names
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3. Likely misuse of self-managed superannuation funds (SMSFs), where Garth, as trustee, appears to have used these funds as a mechanism for large-scale tax evasion.
4. Garth is likely is a trustee of multiple SMSFs, including with Ann Anthonisz

Implications
The evidence points to systemic financial misconduct, implicating Garth and potentially his accountant, auditor, and related parties.

Please advise of a convenient time to discuss the information provided above and necessary next steps.

Holly Dahm

EPA on behalf of Rhonda Knyvett

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Sunday, 12 January 2025 4:35 PM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: RE: Initial Review and Concerns Regarding Accountant's Records

Good afternoon Holly,

I refer to your emails received since Wednesday this week.

Please inform me if Garth responds tomorrow.

I would recommend my accountant Mr Matthew Muller of Hawkeye Financial. His email is matt@hawkeyefinancial.com.au. Please copy me into any email you send him.

The Will lists you as sole beneficiary and superannuation would be dealt with as part of the estate. A Will does not usually mention a Binding Nomination.

Please inform me how the entry to the property goes and inform me of any issues that arise.

I note your correspondence with Mr Wrangell. Has he responded at all? Please clarify the purpose for directing him to cease all activity as this direction would come from both trustees.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE

This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Wednesday, 8 January 2025 2:05 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Initial Review and Concerns Regarding Accountant's Records

Dear Stuart

I hope this message finds you well.

Please find attached the correspondence from the accountant concerning the financial years 2019, 2020, 2021, and 2023 I have forwarded this documentation to a forensic accounting expert for a detailed assessment.

Upon review, significant concerns have emerged regarding the quality and reliability of the provided records. Notably, some information appears handwritten and unsigned, which raises questions about the accuracy and integrity of the accounting practices. Additionally, it is apparent that the accountant has not yet supplied all requested information, although they may still submit further records before the due date of this Friday.

We are also awaiting Garth Osborne's information, which is due this coming Monday, the 13th. Following receipt of this and any additional information from the accountant, I would appreciate your advice on the appropriate next steps, taking into account both my contacts assessment and any further submissions.

To minimize stress, I will not be including Rhonda in these communications but will ensure she is kept informed of significant developments.

I look forward to your advice on the next steps.

Kind regards,

Holly

Subject: Re: MATTER 1 - Periodic Lease
Date: Sunday, 12 January 2025 at 10:23:44 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg

Dear Stuart,

Yes, please proceed. The summary for Matter 2 should provide valuable insights into Garth's character and the extent of his actions.

Kind regards,
Holly Dahm

On 12 Jan 2025, at 9:25 pm, Stuart Loudon <Stuart@loudonlegal.com.au> wrote:

Holly,

Thank you for your emails.

Garth is doubling down and ignoring your response.

I suggest I draft a letter to him in response to this email. Please confirm I may do so.

Has he specified what he will be reporting Rhonda to these various organisations **for**? Please instruct me where possible.

Thank you.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

<image001.jpg>

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
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FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
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This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
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From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Sunday, 12 January 2025 9:07 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: MATTER 1 - Periodic Lease

Dear Stuart,

Please find attached the correspondence from Garth to Rhonda regarding the periodic lease, which is the only communication received on this matter. Garth appears to have attempted to justify the email by stating it was sent in error and that he wished to recall it. However, this seems to be an attempt to alter the record.

Kind regards

Holly

Subject: Re: MATTER 2: Subject: Evidence of Financial Misconduct and Associated Breaches
Date: Sunday, 12 January 2025 at 9:40:30 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg

Hello Stuart
Further to my previous email, the following dividends were been identified from reviewing the Ultra Super Fund bank account statements:

Ultra Super Fund Bendigo Bank account BSB 633-000 Account 118052760
1. QANTAS dividends
2. David Jones dividends
3. Coles/ Myer dividends
4. CENTRO PROP DIS DIVIDENT
5. CENTRO RET DIS DIVIDENT
6. SANTOS
7. TELSTRA DIVIDEND
8. AMP LIMITED DIVIDEND
9. BHP BILLITON DIVIDEND
10. CNP SPECIAL DIST DIVIDEND
11. SANTOS DIVIDEND
12. BXB FNL DIVIDEND
13. BXB ITM DIVIDEND
14. BRAMBLES dividend
15. DIVIDEND ANZ replacement
16. direct credit AAI limited t/as 3,724

Ultra Super Fund Suncorp account BSB 484-799 Account 001422502
17. SANTOS

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Sunday, 12 January 2025 9:06 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: MATTER 2: Subject: Evidence of Financial Misconduct and Associated Breaches

Dear Stuart,
With regards to the instruction to David, based on the information provided below, in his capacity as an accountant, David is either complicit in the tax evasion or has demonstrated gross negligence, failing to identify the suspicious activity.

I refer to the following comprehensive summary undertaken on Garth's financial activity and conduct; this summary is based on available information from:

- 20 years of statements from:
  Ultra Super Fund Bendigo Bank account BSB 633-000 Account 118052760
  Ultra Super Fund Suncorp account BSB 484-799 Account 001422502

- material provided by the accountant
- and publicly listed information of transfers, on the house.
- Personal knowledge

These activities raise serious concerns about financial misconduct, tax evasion, and breaches of regulatory obligations, *the Superannuation Industry (Supervision) Act 1993* (SIS Act)

- **Evidence of Round-Tripping and Tax Evasion**
  The bank statements reveal evidence of round-tripping, where funds have been transferred through multiple accounts to obscure their origin and destination. Key findings include:
- Garth has a bank account with Bendigo and Adelaide Bank, located in Victoria. This bank account has an identical bank account number **(BSB 633-109 Account 118052760)** to the Ultra Super Fund Bendigo bank account number and is most likely the "dumping ground" for Ultra Super Fund funds.
- Additional accounts, including CommSec and NAB accounts, have been identified as part of this scheme.
- Over 1,072 cheques have been written by Garth, with deposits, and withdrawals of the same or similar amounts by cheque or via transfer on the same, and or following days.
- Over $1 million in rental payments have been transferred in and withdrawn from the Ultra Super Fund Bendigo account and Ultra Super Fund Suncorp account

Further, both the Ultra Super Fund Bendigo account and Ultra Super Fund Suncorp have had a significant about of funds deposited (cash, cheque and transfer), and withdrawals (estimated as $ millions), despite maintaining consistently low balances..
Suncorp Bank

Garth Osborne & Rhonda Knyvett

Account: Ultra Super fund BSB 484-799 Account 001422502

Status: opened 3 May 2007 – active

- 29 May 2024 Direct credit Commonwealth SEC – COMSEC Deposit into account $71,772.95
- 29, 30, 31 May 2024 and 1 June 2024 (Com bank)– Garth Osborne withdrawal by transfer $20,000 on four (4) occasions, and 19 September 2024 Garth transferred the money to National Australia Bank - BSB 084-209 Account 6221290776 titled as SUPER DRAW. This is the only instance referenced in ALL Suncorp statements from 2007 to date of a withdrawal titled as SUPER DRAW.
- Extensive systematic withdrawals by Garth Osborne to BSB 633-109 Acc 118052760 (BSB 633-109 Bendigo Bank Adelaide, BBL The Bendigo Centre)
- Extensive systematic cash deposits and withdrawals by Garth Osborne.
- 25 September 2024 Santos Dividend listed - $3037.71
- Credit or debit card attached to the account. Used at the post office to withdraw funds, bunnings and to make other payments (most recent 26 December 2024).
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4. Garth is likely is a trustee of multiple SMSFs, including with Ann Anthonisz

Implications

The evidence points to systemic financial misconduct, implicating Garth and potentially his accountant, auditor, and related parties.

Please advise of a convenient time to discuss the information provided above and necessary next steps.

Holly Dahm

EPA on behalf of Rhonda Knyvett

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Sunday, 12 January 2025 4:35 PM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: RE: Initial Review and Concerns Regarding Accountant's Records

Good afternoon Holly,

I refer to your emails received since Wednesday this week.

Please inform me if Garth responds tomorrow.

I would recommend my accountant Mr Matthew Muller of Hawkeye Financial. His email is matt@hawkeyefinancial.com.au. Please copy me into any email you send him.

The Will lists you as sole beneficiary and superannuation would be dealt with as part of the estate. A Will does not usually mention a Binding Nomination.

Please inform me how the entry to the property goes and inform me of any issues that arise.

I note your correspondence with Mr Wrangell. Has he responded at all? Please clarify the purpose for directing him to cease all activity as this direction would come from both trustees.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.
Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Wednesday, 8 January 2025 2:05 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Initial Review and Concerns Regarding Accountant's Records

Dear Stuart

I hope this message finds you well.

Please find attached the correspondence from the accountant concerning the financial years 2019, 2020, 2021, and 2023 I have forwarded this documentation to a forensic accounting expert for a detailed assessment.

Upon review, significant concerns have emerged regarding the quality and reliability of the provided records. Notably, some information appears handwritten and unsigned, which raises questions about the accuracy and integrity of the accounting practices. Additionally, it is apparent that the accountant has not yet supplied all requested information, although they may still submit further records before the due date of this Friday.

We are also awaiting Garth Osborne's information, which is due this coming Monday, the 13th. Following receipt of this and any additional information from the accountant, I would appreciate your advice on the appropriate next steps, taking into account both my contacts assessment and any further submissions.

To minimize stress, I will not be including Rhonda in these communications but will ensure she is kept informed of significant developments.

I look forward to your advice on the next steps.

Kind regards,

Holly

Subject: MATTER 2: Subject: Evidence of Financial Misconduct and Associated Breaches
Date: Sunday, 12 January 2025 at 9:06:17 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Priority: High
Category: Regulator
Attachments: image001.jpg

Dear Stuart,
With regards to the instruction to David, based on the information provided below, in his capacity as an accountant, David is either complicit in the tax evasion or has demonstrated gross negligence, failing to identify the suspicious activity.

I refer to the following comprehensive summary undertaken on Garth's financial activity and conduct; this summary is based on available information from:

- 20 years of statements from:
  Ultra Super Fund Bendigo Bank account BSB 633-000 Account 118052760
  Ultra Super Fund Suncorp account BSB 484-799 Account 001422502

- material provided by the accountant
- and publicly listed information of transfers, on the house.
- Personal knowledge

These activities raise serious concerns about financial misconduct, tax evasion, and breaches of regulatory obligations, *the Superannuation Industry (Supervision) Act 1993* (SIS Act)

- **Evidence of Round-Tripping and Tax Evasion**
  The bank statements reveal evidence of round-tripping, where funds have been transferred through multiple accounts to obscure their origin and destination. Key findings include:
- Garth has a bank account with Bendigo and Adelaide Bank, located in Victoria. This bank account has an identical bank account number **(BSB 633-109 Account 118052760)** to the Ultra Super Fund Bendigo bank account number and is most likely the "dumping ground" for Ultra Super Fund funds.
- Additional accounts, including CommSec and NAB accounts, have been identified as part of this scheme.
- Over 1,072 cheques have been written by Garth, with deposits, and withdrawals of the same or similar amounts by cheque or via transfer on the same, and or following days.
- Over $1 million in rental payments have been transferred in and withdrawn from the Ultra Super Fund Bendigo account and Ultra Super Fund Suncorp account

Further, both the Ultra Super Fund Bendigo account and Ultra Super Fund Suncorp have had a significant about of funds deposited (cash, cheque and transfer), and withdrawals (estimated as $ millions), despite maintaining consistently low balances..

Suncorp Bank
Garth Osborne & Rhonda Knyvett
Account: Ultra Super fund BSB 484-799 Account 001422502
Status: opened 3 May 2007 – active

- 29 May 2024 Direct credit Commonwealth SEC – COMSEC Deposit into account $71,772.95
- 29, 30, 31 May 2024 and 1 June 2024 (Com bank)– Garth Osborne withdrawal by transfer $20,000 on four (4) occasions, and 19 September 2024 Garth transferred the money to National Australia Bank - BSB 084-209 Account 6221290776 titled as SUPER DRAW. This is the only instance referenced in ALL Suncorp statements from 2007 to date of a withdrawal titled as SUPER DRAW.
- Extensive systematic withdrawals by Garth Osborne to BSB 633-109 Acc 118052760 (BSB 633-109 Bendigo Bank Adelaide, BBL The Bendigo Centre)
- Extensive systematic cash deposits and withdrawals by Garth Osborne.
- 25 September 2024 Santos Dividend listed - $3037.71
- Credit or debit card attached to the account. Used at the post office to withdraw funds, bunnings and to make other payments (most recent 26 December 2024).
- AGL payment for unidentified property
- Urban Utilities payment unidentified properties
- ATO Tax return payments and Tax invoice – unconfirmed TFN or ABN
- QRO land tax payment - unidentified property
- Rental Tenancy Authority -bond payments associated with unidentified property.
- 2 July 2019 OSKO PAYMENTS commenced. Prior to 2 July 2019 concerns relating to validity of the funds classified as rental payments regarding transactions with 'Transfer of Credits', cash deposits and Direct credit. (Transfer of credit - payee and payer can be the same person)
- 20/03/24 received EFT Transfer from Bendigo Banks Fund $11,809.01

Bendigo Bank
Garth Osborne & Rhonda Knyvett
Account: Ultra Super Fund BSB 633 000 Account 118052760
Sandhurst Trustees Ltd ABN 16004 030737
Customer Number:12732426/X101
Status: opened 1 December 2004 – closed 30 March 2024 by Garth Osborne

- 1/12/2004 TO 1/5/2007 deposits (rent) HILGOLD PTY LTD
- **21/06/05 Cheque deposits 21/06/05 $21,000 $15,000**
- **5/7/2005 transfer to COMSEC (withdrawal) $44,449.08**
- 21/10/05 transfer to COMSEC (withdrawal) $8854.60
- 10/3/06 transfer to COMSEC (withdrawal) $12,552
- 15/03/06 transfer to COMSEC (withdrawal) $7871

- 1/07/2007 – 31/07/2007 NOTABLE STATEMENT COMMONWEALTH SEC DEPOSITS – 11 JULY – **$55,000 $51,000, $24,000, $55,000**
  - CHECK WITHDRAWALS **$50,000** 1/8/07 – 31/8/07
  - transfer to COMSEC (withdrawal) **$21,000 &**
  - **CHEQUE WITHDRAWAL $168,000**
- **6/4/09 COMM BANK DEPOSIT 45,506.28**
- **1/04/09 – 30/04/09 NOTABLE STATEMENT 14/04/09 transfer to COMSEC (withdrawal) $42,457.65**
- 1/06/2009 NOTABLE STATEMENT
  - **CHEQUE DEPOSIT $40,270, COMMONWALTH DEPSOIT $28,830, CHECK WITHDRAWALS $60,000, $12,000, $700**
- 8/10/09 transfer to COMSEC (withdrawal) $14,906
- 10/05/10 APPROX COMSEC WITHDRAWAL $12,000
- 13/07/10 APPROX COMSEC WITHDRAWAL $12,000
- **29/03/2011 CHEQUE WITHDRAWAL $160,000**
- 29/06/11 transfer to COMSEC (withdrawal) $13,321
- 6/7/11 transfer to COMSEC (withdrawal) $13,441
- 11/8/11 transfer to COMSEC (withdrawal) $6,881
- 27/05/2012 transfer to COMSEC (withdrawal) $20,563
- 1/05/2012 INWARD TELEGRAPHIC TRANSFER DEPOSIT- $$7,000
- 1/05/2012 transfer to COMSEC (withdrawal) $7,929
- 11/06/2013 CHEQUE WITHDRAWAL $20,000
- **16/10/2014 transfer to COMSEC (withdrawal) $45,943**
- 25/08/2015 transfer to COMSEC (withdrawal) $11,517
- 4/09/15 transfer to COMSEC (withdrawal)
- 1/03/16 – 31/03/16 NOTABLE STATEMENT – on 9/03/16 Acc balance was $1,668;15/03/16 Garth made a deposit titled as Ultra Super Fund of $5,000, making a cheque withdrawal on the same day (15/03/16) of $5,000. Regular pattern in both accounts.
- 18/11/18 Transfer credit from 34500587/V501 $300 (What is this account).
- 20/05/17 cheque withdrawal 686 $10,000
- 18/07/2018 cheque withdrawal $10,000
- 22/08/18 cheque 776 withdrawal $13000
- 19/03/2019 cheque 813 withdrawal $10,000
- 1/05/19 cheque 819 withdrawal $25,000
- 16/06/20 – cheque deposit $20,800
- 25/06/20 cheque withdrawal 899 (PETTY CASH) $1006.55
- 31/03/21 cheque deposit – Garth - $14,400
- 12/04/21 Cheque 938 withdrawal - $20,000
- 14/06/21 cheque 947 withdrawal 10,000
- 29/06/21 cheque deposit 15,000
- 16/09/21 cheque withdrawal 962 $12,000
- 22/03/22 OSKO PAYMENT COMPASS GLASS AND ALUM – CHURCH ROAD ZILLMERE 50% PAYM> 2522.85 withdrawal
- 1/6/22 cheque 992 withdrawal $10,000
- 5/8/22 DIRECT DEBIT COMMSEC SECURITY withdrawal **$67,816.51**
- 17/10/22 cheque 1004 withdrawal $10,000
- 2/5/23 cheque deposit $15,600
- 21/6/23 cheque deposit $15,000
- 26/06/23 cheque withdrawal 1035 $20,000
- 25/08/23 cheque withdrawal 1042 $22,476.54
- 17/11/23 cheque withdrawal 1057 $20,000
- 8/01/24 cheque withdrawal 1065 $10,020.80
- 5/03/24 cheque withdrawal 1072 $11,488.40
- 20/03/24 Account CLOSED & EFT credit transfer Bendigo Banks Fund $11,809.01 into Ultra Super fund Suncorp BSB 484-799 Account 001422502.

The information contained in the Bendigo Ultra Super Fund and Suncorp Ultra Super fund bank accounts provides evidence of round-tripping, and tax evasion, raising serious concerns about misuse of Ultra Super Fund assets.

Furthermore, there is evidence that property assets owned by Ultra Super Fund have had a deflated valuation reported, significantly less than current market values.

This was highlighted when Garth attempted to execute an illegal contract involving 158 Church Road Zillmere (1of the 7 properties identified as fund assets) wherein he attempted to sell the 50% Ultra Super Fund ownership of the property **under market value** to a related person(s)**,** Garth's his fiancé, Ann Anthonisz. The other 50% of 158 Church Road Zillmere is owned by Garth privately, thus also disclosing an **unlawful ownership structure.**

IDENTIFIED ULTRA SUPER FUND PROPOERTY ASSETS

Address	Details	Value	Evidence
158 Church Road Zillmere	Transferred into the SMSF in 26/07/2007	220,000	Publicly listed information
1/364 Zillmere Road Zillmere 4034	Transferred into the SMSF in 15/11/2002	90,000	Publicly listed information
2/364 Zillmere Road Zillmere 4034	Transferred into the SMSF in 15/11/2002	160,000	Publicly listed information
3/364 Zillmere Road Zillmere 4034	Transferred into the SMSF in 15/11/2002	70,000	Publicly listed information
4/364 Zillmere Road Zillmere 4034	Transferred into the SMSF in 15/11/2002	160,000	Publicly listed information
5/364 Zillmere Road Zillmere 4034	Transferred into the SMSF in 15/11/2002	70,000	Publicly listed information
6/364 Zillmere Road Zillmere 4034	Transferred into the SMSF in 2007	75,000	Publicly listed information

30 Whipbird Place Aspley Heights 4034	Sold	1,115 000	Publicly listed information

POTENTIAL ULTRA SUPER FUND PROPOERTY ASSETS

? Ridley Road, Bridgeman Downs			
30 Whipbird Place Aspley Heights 4034	Sold	1,115 000	Publicly listed information

David Wrangell, Accountant

The information in the Bendigo and Suncorp Ultra Super Fund bank accounts, held for over 20 years, alongside the concerning documentation provided by the Accountant (eg documentation that did not meet regulatory compliance standards, including unsigned, incomplete, handwritten notes, further highlights that Rhonda as a trustee, has been a victim of serious misconduct by Garth, and potentially David.

The available information suggests Garth has engaged in **fraudulent activities and significant tax evasion**. As power-of-attorney, I am now fully aware of these breaches and wish to discuss referral to the Australian Taxation Office. Given the gravity of the misconduct, including criminal implications, alternative dispute resolution is not appropriate. The ATO must investigate and take necessary enforcement actions to protect the integrity of the fund and ensure compliance with the law.

Accountant and Auditor Involvement

David Wrangell (the accountant) and Garth Osborne have had long-standing involvement, I note the low fees charged, and the material provided, provides evidence that David facilitated this tax evasion. Similarly, I hold serious concerns regarding the involvement of Laurie Carwardine, the auditor. The fund reportedly paid $230 per years in audit fees, which appear to be significantly lower than expected given the regulatory requirements associated with such audits, raising concerns about whether the audits were conducted in compliance with applicable regulations.

Misuse of ABNs and Business Registrations

By cross-referencing information contained in the bank statements, information provided by the accountant, the following ABNs have been linked to Garth:

1. ABN 43 960 865 910 Garth Wilfred Osborne
2. ABN 14 946 035 004 Garth W Osborne Physiotherapy
3. ABN 66 010 316 551 Degelyn Pty Ltd (former entity title Degelyn P L)
4. ABN 52856037840 Gregory R & Anna M Osborne (*former entity title OSBORNE GREGORY & ANNA MARIA, former entity title GREGORY M & ANNA R OSBORNE, former entity title GREGORY R & ANNA M OSBORNE*)
5. ABN 14 946 035 004 Garth A & Gail R Osborne (*former entity title GARTH A OSBORNE & GAIL R SANSOM*), and
6. numerous ABN's linked by trading names

The review identified a complex web of activities involving:

1. Businesses registered across multiple states, including Victoria, South Australia, New South Wales, ACT, and Queensland, with frequent changes to entity names
2. Numerous trading names linked to family partnerships and discretionary trusts.
3. Likely misuse of self-managed superannuation funds (SMSFs), where Garth, as trustee, appears to have used these funds as a mechanism for large-scale tax evasion.
4. Garth is likely is a trustee of multiple SMSFs, including with Ann Anthonisz

Implications

The evidence points to systemic financial misconduct, implicating Garth and potentially his accountant, auditor, and related parties.

Please advise of a convenient time to discuss the information provided above and necessary next steps.

Holly Dahm

EPA on behalf of Rhonda Knyvett

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Sunday, 12 January 2025 4:35 PM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: RE: Initial Review and Concerns Regarding Accountant's Records

Good afternoon Holly,

I refer to your emails received since Wednesday this week.

Please inform me if Garth responds tomorrow.

I would recommend my accountant Mr Matthew Muller of Hawkeye Financial. His email is matt@hawkeyefinancial.com.au. Please copy me into any email you send him.

The Will lists you as sole beneficiary and superannuation would be dealt with as part of the estate. A Will does not usually mention a Binding Nomination.

Please inform me how the entry to the property goes and inform me of any issues that arise.

I note your correspondence with Mr Wrangell. Has he responded at all? Please clarify the purpose for directing him to cease all activity as this direction would come from both trustees.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.
Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Wednesday, 8 January 2025 2:05 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Initial Review and Concerns Regarding Accountant's Records

Dear Stuart

I hope this message finds you well.

Please find attached the correspondence from the accountant concerning the financial years 2019, 2020, 2021, and 2023 I have forwarded this documentation to a forensic accounting expert for a detailed assessment.

Upon review, significant concerns have emerged regarding the quality and reliability of the provided records. Notably, some information appears handwritten and unsigned, which raises questions about the accuracy and integrity of the accounting practices. Additionally, it is apparent that the accountant has not yet supplied all requested information, although they may still submit further records before the due date of this Friday.

We are also awaiting Garth Osborne's information, which is due this coming Monday, the 13th. Following receipt of this and any additional information from the accountant, I would appreciate your advice on the appropriate next steps, taking into account both my contacts assessment and any further submissions.

To minimize stress, I will not be including Rhonda in these communications but will ensure she is kept informed of significant developments.

I look forward to your advice on the next steps.

Kind regards,

Holly

Subject: Fw: Immediate Cessation of ATO Lodgement - Ultra Super Fund ABN 41 873 921 089
Date: Saturday, 11 January 2025 at 1:54:30 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Category: DAVID JOHN WRANGELL - ACCOUNTANT
Attachments: image001.png

Hello Stuart
Please find below email to the accountant for your records.

Holly

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Saturday, 11 January 2025 1:52 PM
To: david@prctax.com.au <david@prctax.com.au>; prcadmin@prctax.com.au <prcadmin@prctax.com.au>
Cc: Honda.r@hotmail.com <honda.r@hotmail.com>
Subject: Re: Immediate Cessation of ATO Lodgement - Ultra Super Fund ABN 41 873 921 089

Dear Mr Wrangell,

Thank you for providing the SMSF tax return documentation for the years 2019 to 2023. Upon review, I have identified several concerns: the documentation appears incomplete, fails to meet regulatory requirements, and lacks essential records necessary to demonstrate compliance. Additionally, the inclusion of handwritten notes and unsigned documents raises further issues.

I refer to my email dated 10 January 2025 at 9:16 AM, in which I acted in my capacity as Enduring Power of Attorney for Ms Rhonda Knyvett, trustee of the Ultra Super Fund ABN 41 873 921 089. I request confirmation of receipt of the instructions therein and an update on the actions taken in response.

On 6 January 2025, you advised Ms Knyvett that the completion of the 2024 SMSF tax return was imminent, contingent on receipt of outstanding documents from trustee Mr Garth Osborne. Ms Knyvett subsequently requested all documentation submitted by Mr Osborne for the 2024 tax return, along with a list of outstanding items. To date, this request remains unaddressed.

In light of these matters, I request a detailed explanation regarding the missing and unsigned documents, as well as confirmation that the outstanding requests have been actioned, no later than close of business on Monday, 13 January 2025.

I appreciate your prompt attention to this matter and await your response.

Please direct any further correspondence in this matter to my solicitor, Mr Stuart Loudon at LOUDON LEGAL, email: stuart@loudonlegal.com.au

Yours sincerely,

Holly Dahm

Enduring Power of Attorney

On behalf of Rhonda Ann Knyvett
Trustee, Ultra Super Fund ABN 41 873 921 089

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Friday, 10 January 2025 9:16 AM
To: prcadmin@prctax.com.au <prcadmin@prctax.com.au>; david@prctax.com.au <david@prctax.com.au>
Cc: Honda.r@hotmail.com <honda.r@hotmail.com>
Subject: Re: Immediate Cessation of ATO Lodgement - Ultra Super Fund ABN 41 873 921 089

Dear Mr. Wrangell,

I kindly instruct you to immediately cease all actions, services and activities related to the Ultra Super Fund ABN 41 873 921 089 and the Australian Taxation Office (ATO).

This includes, but is not limited to:

1. The preparation, lodgement, or submission of any statements, returns, or financial documents to the ATO.

2. The processing or finalisation of any Fund-related compliance or reporting obligations.

3. Any related correspondence or dealings with the ATO regarding the Fund's status.

This instruction remains in effect until further notice.

Please confirm receipt of this directive and advise of any actions taken to halt the above activities.

I direct that any further correspondence in this matter be addressed to me as Enduring Power of Attorney (EPA) by email: hollyteganosborne@hotmail.com

Kind regards,

Holly Dahm
EPA on behalf of Rhonda Knyvett

> On 6 Jan 2025, at 12:17, rhonda knyvett <honda.r@hotmail.com> wrote:
>
> Dear Mr Wrangell
>
> I am writing to formally reiterate and emphasize my request for the documentation outlined in my previous email correspondence of 3 January 2025. As no information or documentation has been provided to date by the fellow trustee, it is imperative that all requested materials are delivered within the stipulated timeframe, regardless of any outstanding items. This is critical to ensuring compliance with our obligations and facilitating the necessary procedural steps.
>
> Furthermore, in light of the questionable conduct exhibited by the fellow trustee, I require that you immediately provide all relevant materials submitted by Garth Osborne pertaining to the 2024 financial year. This should include a detailed and comprehensive list of any outstanding items from Mr. Osborne, with clear identification of those which remain pending. These outstanding items must be prioritized and furnished without further delay.
>
> I trust you will give this matter the urgent attention it requires and look forward to receiving the requested materials without delay.
>
> Regards,
>
> Rhonda Knyvett
>
> Trustee, Ultra Super Fund
>
> > On 6 Jan 2025, at 09:48, David Wrangell <david@prctax.com.au> wrote:
> >
> > Hi Rhonda
> >
> > I just about have the 2024 SMSF tax return completed.
> > Just waiting on a few items from Garth.
> >
> > Can I send the information once I have the 2024 tax return done?
> > That way you have the most current numbers.
> >
> > Regards
> >
> > David Wrangell
> > Accountant & Registered Tax Agents
> > Pine Rivers Consulting
> > PO Box 54 / 14 Mecklem Street
> > STRATHPINE QLD 4500
> > P: (07) 3205 2881
> > Email: david@prctax.com.au
> >
> > Like our facebook page to get up to date Tax Information
> >
> > ---
> >
> > **From:** PRCAdmin <prcadmin@prctax.com.au>
> > **Sent:** Monday, 6 January 2025 9:45 AM
> > **To:** David Wrangell <david@prctax.com.au>
> > **Subject:** FW: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089
> >
> > ---
> >
> > **From:** rhonda knyvett <honda.r@hotmail.com>
> > **Sent:** Friday, 3 January 2025 4:01 PM
> > **To:** PRCAdmin <prcadmin@prctax.com.au>
> > **Cc:** tegan holly <Hollyteganosborne@hotmail.com>
> > **Subject:** Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089
> >
> > *Dear Mr. David J. Wrangell,*
> >
> > *I trust this message finds you well.*
> > *As a trustee of the Ultra Super Fund ABN 41 873 921 089, alongside Mr. Garth Wilfred Osborne, I am both a trustee and a client of your services, in the same capacity as Mr. Osborne.*

Accordingly, pursuant to my rights and obligations as a trustee and client, I am entitled to request and receive the documentation and records outlined below.

The documents requested have not been previously provided and have been withheld by Trustee Garth Osborne. As such, I formally request the following documentation and records relating to the Fund's management and compliance:

In relation to the annual audit of the Fund:

1. *Details of the auditor appointed to audit the SMSF, including all documentation provided to the auditor for the preparation of the SMSF Annual Return (SAR) and associated financial statements.*

For the previous 5 years:

1. *Accounting records detailing all transactions and the financial position of the SMSF.*
2. *Documentation evidencing decisions made regarding benefit payments (whether pension, lump sum, or a combination) and the accounts from which such payments were made.*
3. *Annual operating statements and statements reflecting the SMSF's financial position.*
4. *Copies of all SMSF annual returns lodged with the ATO.*
5. *Copies of transfer balance account reports submitted to the ATO.*
6. *Any other statements or documentation lodged with the ATO or provided to other superannuation funds as required.*

For the previous 10 years:

1. *Minutes of trustee meetings, including all decisions made.*
2. *Records documenting all trustee changes.*
3. *Trustee declarations acknowledging the obligations and responsibilities of any trustee or director of a corporate trustee appointed after 30 June 2007.*
4. *Written consents from members to be appointed as trustees.*
5. *Copies of all reports provided to members.*
6. *Documented decisions pertaining to asset management and acquisitions.*

Additional Records:

1. *Income tax records, including those related to deductions, capital gains, and losses.*
2. *Records of early access to superannuation, including evidence that the member met the relevant condition of release.*
3. *Documentation regarding concerns or issues related to early access to superannuation.*
4. *Asset valuation records for the purpose of the Fund's annual audit, in accordance with the Fund's compliance obligations.*

As you are aware, trustees are legally obligated to ensure that all SMSF assets are valued at market value annually, and these valuations must be accurately reflected in the Fund's accounts, statements, and annual returns. It is therefore essential that the requested information be provided promptly.

*I request that the above documents be supplied within **seven (7) days** of the date of this email.*

Thank you for your immediate attention to this matter.

Regards,

Rhonda Knyvett
Trustee, Ultra Super Fund
Sent from my iPhone

Subject: Fw: Provision of Missing and Non-Compliant Documentation
Date: Friday, 10 January 2025 at 10:41:37 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Category: DAVID JOHN WRANGELL - ACCOUNTANT
Attachments: 2023 Actuarial certificate.pdf, 2023 Supporting data.pdf, 2023 trial balance.pdf, 2023 tax return.pdf, 2023 general ledger.pdf, 2023 financial statement.pdf, 2022 trial balance.pdf, 2022 tax return.pdf, 2022 Supporting data.pdf, 2022 general ledger.pdf, 2022 financial statements.pdf, 2022 actuarial certificate.pdf, 2021 actuarial certificate.pdf, 2021 financial statements.pdf, 2021 general ledger.pdf, 2021 Supporting data.pdf, 2021 tax return.pdf, 2021 trial balance.pdf, 2020 Supporting data.pdf, 2020 trial balance.pdf, 2020 tax return.pdf, 2020 general ledger.pdf, 2020 financial statements.pdf, 2020 actuarial certificate.pdf, 2019 actuarial certificate.pdf, 2019 financials.pdf, 2019 general ledger.pdf, 2019 tax return.pdf, 2019 trial balance.pdf, 2019 Supporting data.pdf, image.png

For your records.

From: Holly Osborne
Sent: Friday, 10 January 2025 10:40 PM
To: prcadmin@prctax.com.au <prcadmin@prctax.com.au>; david@prctax.com.au <david@prctax.com.au>
Subject: Provision of Missing and Non-Compliant Documentation

Dear Mr Wrangell

I refer to the documentation provided to Ultra Super Fund trustee Rhonda Ann Knyvett.

Upon review of the material (**attached**), I hold concerns the documentation does not meet regulatory requirements. The documentation is incomplete and lacks the records necessary to demonstrate compliance. The handwritten notes and unsigned documentation raise serious concerns.

In light of the above, I formally request all missing, complete and signed documentation be provided by 5:00pm Monday 13 January 2025; if documentation is unavailable, I request an explanation as to why this is the case, given Ultra Super Fund is registered as a complying fund.

I trust you will treat this matter with urgency and look forward to your response.

Kind regards,

Holly Dahm

Enduring Power of Attorney for Rhonda Knyvett

From: rhonda knyvett <honda.r@hotmail.com>
Sent: Monday, 6 January 2025 12:14 PM
To: holly tegan <Hollyteganosborne@hotmail.com>
Subject: Re: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089

Dear Mr Wrangell

I am writing to formally reiterate and emphasize my request for the documentation outlined in my previous email correspondence of 3 January 2025.

As no information or documentation has been provided to date by the fellow trustee, it is imperative that all requested materials are delivered within the stipulated timeframe, regardless of any outstanding items. This is critical to ensuring compliance with our obligations and facilitating the necessary procedural steps.

Furthermore, in light of the questionable conduct exhibited by the fellow trustee, I require that you immediately provide all relevant materials submitted by Garth Osborne pertaining to the 2024 financial year. This should include a detailed and comprehensive list of any outstanding items from Mr. Osborne, with clear identification of those which remain pending. These outstanding items must be prioritized and furnished without further delay.

I trust you will give this matter the urgent attention it requires and look forward to receiving the requested materials without delay.

Regards,

Rhonda Knyvett

Trustee, Ultra Super Fund

> On 6 Jan 2025, at 09:48, David Wrangell <david@prctax.com.au> wrote:
>
> Hi Rhonda

I just about have the 2024 SMSF tax return completed.
Just waiting on a few items from Garth.

Can I send the information once I have the 2024 tax return done?
That way you have the most current numbers.

Regards

David Wrangell
Accountant & Registered Tax Agents
Pine Rivers Consulting
PO Box 54 / 14 Mecklem Street
STRATHPINE QLD 4500
P: (07) 3205 2881
Email: david@prctax.com.au

Like our facebook page to get up to date Tax Information

From: PRCAdmin <prcadmin@prctax.com.au>
Sent: Monday, 6 January 2025 9:45 AM
To: David Wrangell <david@prctax.com.au>
Subject: FW: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089

From: rhonda knyvett <honda.r@hotmail.com>
Sent: Friday, 3 January 2025 4:01 PM
To: PRCAdmin <prcadmin@prctax.com.au>
Cc: tegan holly <Hollyteganosborne@hotmail.com>
Subject: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089

Dear Mr. David J. Wrangell,

I trust this message finds you well.
As a trustee of the Ultra Super Fund ABN 41 873 921 089, alongside Mr. Garth Wilfred Osborne, I am both a trustee and a client of your services, in the same capacity as Mr. Osborne.

Accordingly, pursuant to my rights and obligations as a trustee and client, I am entitled to request and receive the documentation and records outlined below.

The documents requested have not been previously provided and have been withheld by Trustee Garth Osborne. As such, I formally request the following documentation and records relating to the Fund's management and compliance:

In relation to the annual audit of the Fund:
1. *Details of the auditor appointed to audit the SMSF, including all documentation provided to the auditor for the preparation of the SMSF Annual Return (SAR) and associated financial statements.*

For the previous 5 years:
1. *Accounting records detailing all transactions and the financial position of the SMSF.*
2. *Documentation evidencing decisions made regarding benefit payments (whether pension, lump sum, or a combination) and the accounts from which such payments were made.*
3. *Annual operating statements and statements reflecting the SMSF's financial position.*
4. *Copies of all SMSF annual returns lodged with the ATO.*
5. *Copies of transfer balance account reports submitted to the ATO.*
6. *Any other statements or documentation lodged with the ATO or provided to other superannuation funds as required.*

For the previous 10 years:
1. *Minutes of trustee meetings, including all decisions made.*
2. *Records documenting all trustee changes.*
3. *Trustee declarations acknowledging the obligations and responsibilities of any trustee or director of a corporate trustee appointed after 30 June 2007.*
4. *Written consents from members to be appointed as trustees.*
5. *Copies of all reports provided to members.*
6. *Documented decisions pertaining to asset management and acquisitions.*

Additional Records:
1. *Income tax records, including those related to deductions, capital gains, and losses.*
2. *Records of early access to superannuation, including evidence that the member met the relevant condition of release.*
3. *Documentation regarding concerns or issues related to early access to superannuation.*
4. *Asset valuation records for the purpose of the Fund's annual audit, in accordance with the Fund's compliance obligations.*

As you are aware, trustees are legally obligated to ensure that all SMSF assets are valued at market value annually, and these valuations must be accurately reflected in the Fund's accounts, statements, and annual returns. It is therefore essential that the requested information be provided promptly.

*I request that the above documents be supplied within **seven (7) days** of the date of this email.*

Thank you for your immediate attention to this matter.

Regards,

Rhonda Knyvett
Trustee, Ultra Super Fund
Sent from my iPhone

Subject: Fw: Request for Documentation & Ultra Super Fund ABN 41 873 921 089
Date: Friday, 10 January 2025 at 11:10:12 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: Auditor - Laurie Carwardine 100093267.pdf

Dear Stuart

Please find below the email issued to the auditor for your records.
Mr Carwardine has been requested to provide documentation within 7 days. Attached is Mr Carwardine's information listed on ASIC.

From: Holly Osborne
Sent: Friday, 10 January 2025 11:07 AM
To: admin@carwardines.com.au <admin@carwardines.com.au>
Cc: Honda.r@hotmail.com <honda.r@hotmail.com>
Subject: Request for Documentation & Ultra Super Fund ABN 41 873 921 089

Dear Mr Carwardine

I hope this message finds you well.

As a trustee of the Ultra Super Fund ABN 41 873 921 089, alongside Mr. Garth Wilfred Osborne, Ms Rhonda Ann Knyvett is both a trustee and a client of your services, in the same capacity as Mr. Osborne. Accordingly, pursuant to her rights and obligations as a trustee and client, she is entitled to request and receive the documentation and records outlined below.

As such, I am formally requesting as Enduring Power of Attorney on behalf of Ms Knyvett the following documentation for all audits of past years completed on the Ultra Super Fund ABN 41 873 921 089, in order to ensure the fund remains fully compliant with all relevant legislation:

1. Audit Report for the past financial years, including any findings or recommendations.
2. Auditor Contravention Report (ACR), if applicable, detailing any contraventions or issues identified.
3. Financial Statements for the past financial years, including the balance sheet, income statement, and notes to the accounts.
4. Trust Deed and any amendments made during the reporting period.
5. Investment Strategy documentation, including evidence of compliance with SIS Act requirements.
6. Member Contributions Records, demonstrating compliance with contribution caps and limits.
7. Investment Portfolio details, including all transactions and holdings for the past financial years.
8. SMSF Bank Statements for the relevant period, showing the fund's financial position and transactions.
9. Compliance Checklist or any other internal documentation used to assess the fund's compliance during the audit.
10. Correspondence with the Australian Taxation Office (ATO) regarding the fund's compliance status.

By addressing these matters promptly, we can ensure that the fund continues to operate within the regulatory framework and remains compliant with all requirements. I request that the above documents be supplied within **seven (7) days** of the date of this email.

Correspondence in this matter should be addressed to me as Enduring Power of Attorney on behalf of Ms Knyvett by email: hollyteganosborne@hotmail.com

Thank you for your attention to these requests.

Kind regards,

Issued by

Holly Dahm
Enduring Power of Attorney
On behalf of Rhonda Knyvett
Trustee, Ultra Super Fund
ABN 41 873 921 089

Subject: Fw: Immediate Cessation of ATO Lodgement - Ultra Super Fund ABN 41 873 921 089
Date: Friday, 10 January 2025 at 9:16:51 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Category: DAVID JOHN WRANGELL - ACCOUNTANT
Attachments: image001.png

FYI below

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Friday, 10 January 2025 9:16 AM
To: prcadmin@prctax.com.au <prcadmin@prctax.com.au>; david@prctax.com.au <david@prctax.com.au>
Cc: Honda.r@hotmail.com <honda.r@hotmail.com>
Subject: Re: Immediate Cessation of ATO Lodgement - Ultra Super Fund ABN 41 873 921 089

Dear Mr. Wrangell,

I kindly instruct you to immediately cease all actions, services and activities related to the Ultra Super Fund ABN 41 873 921 089 and the Australian Taxation Office (ATO).

This includes, but is not limited to:

1. The preparation, lodgement, or submission of any statements, returns, or financial documents to the ATO.

2. The processing or finalisation of any Fund-related compliance or reporting obligations.

3. Any related correspondence or dealings with the ATO regarding the Fund's status.

This instruction remains in effect until further notice.

Please confirm receipt of this directive and advise of any actions taken to halt the above activities.

I direct that any further correspondence in this matter be addressed to me as Enduring Power of Attorney (EPA) by email: hollyteganosborne@hotmail.com

Kind regards,

Holly Dahm
EPA on behalf of Rhonda Knyvett

> On 6 Jan 2025, at 12:17, rhonda knyvett <honda.r@hotmail.com> wrote:
>
> Dear Mr Wrangell
>
> I am writing to formally reiterate and emphasize my request for the documentation outlined in my previous email correspondence of 3 January 2025. As no information or documentation has been provided to date by the fellow trustee, it is imperative that all requested materials are delivered within the stipulated timeframe, regardless of any outstanding items. This is critical to ensuring compliance with our obligations and facilitating the necessary procedural steps.
>
> Furthermore, in light of the questionable conduct exhibited by the fellow trustee, I require that you immediately provide all relevant materials submitted by Garth Osborne pertaining to the 2024 financial year. This should include a detailed and comprehensive list of any outstanding items from Mr. Osborne, with clear identification of those which remain pending. These outstanding items must be prioritized and furnished without further delay.
>
> I trust you will give this matter the urgent attention it requires and look forward to receiving the requested materials without delay.
>
> Regards,
>
> Rhonda Knyvett
>
> Trustee, Ultra Super Fund
>
> > On 6 Jan 2025, at 09:48, David Wrangell <david@prctax.com.au> wrote:
> >
> > Hi Rhonda
> >
> > I just about have the 2024 SMSF tax return completed.
> > Just waiting on a few items from Garth.
> >
> > Can I send the information once I have the 2024 tax return done?

That way you have the most current numbers.

Regards

David Wrangell
Accountant & Registered Tax Agents
Pine Rivers Consulting
PO Box 54 / 14 Mecklem Street
STRATHPINE QLD 4500
P: (07) 3205 2881
Email: david@prctax.com.au

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From: PRCAdmin <prcadmin@prctax.com.au>
Sent: Monday, 6 January 2025 9:45 AM
To: David Wrangell <david@prctax.com.au>
Subject: FW: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089

From: rhonda knyvett <honda.r@hotmail.com>
Sent: Friday, 3 January 2025 4:01 PM
To: PRCAdmin <prcadmin@prctax.com.au>
Cc: tegan holly <Hollyteganosborne@hotmail.com>
Subject: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089

Dear Mr. David J. Wrangell,

I trust this message finds you well.
As a trustee of the Ultra Super Fund ABN 41 873 921 089, alongside Mr. Garth Wilfred Osborne, I am both a trustee and a client of your services, in the same capacity as Mr. Osborne.

Accordingly, pursuant to my rights and obligations as a trustee and client, I am entitled to request and receive the documentation and records outlined below.

The documents requested have not been previously provided and have been withheld by Trustee Garth Osborne. As such, I formally request the following documentation and records relating to the Fund's management and compliance:

In relation to the annual audit of the Fund:
1. *Details of the auditor appointed to audit the SMSF, including all documentation provided to the auditor for the preparation of the SMSF Annual Return (SAR) and associated financial statements.*

For the previous 5 years:
1. *Accounting records detailing all transactions and the financial position of the SMSF.*
2. *Documentation evidencing decisions made regarding benefit payments (whether pension, lump sum, or a combination) and the accounts from which such payments were made.*
3. *Annual operating statements and statements reflecting the SMSF's financial position.*
4. *Copies of all SMSF annual returns lodged with the ATO.*
5. *Copies of transfer balance account reports submitted to the ATO.*
6. *Any other statements or documentation lodged with the ATO or provided to other superannuation funds as required.*

For the previous 10 years:
1. *Minutes of trustee meetings, including all decisions made.*
2. *Records documenting all trustee changes.*
3. *Trustee declarations acknowledging the obligations and responsibilities of any trustee or director of a corporate trustee appointed after 30 June 2007.*
4. *Written consents from members to be appointed as trustees.*
5. *Copies of all reports provided to members.*
6. *Documented decisions pertaining to asset management and acquisitions.*

Additional Records:
1. *Income tax records, including those related to deductions, capital gains, and losses.*
2. *Records of early access to superannuation, including evidence that the member met the relevant condition of release.*
3. *Documentation regarding concerns or issues related to early access to superannuation.*
4. *Asset valuation records for the purpose of the Fund's annual audit, in accordance with the Fund's compliance obligations.*

As you are aware, trustees are legally obligated to ensure that all SMSF assets are valued at market value annually, and these valuations must be accurately reflected in the Fund's accounts, statements, and annual returns. It is therefore essential that the requested information be provided promptly.

*I request that the above documents be supplied within **seven (7) days** of the date of this email.*

Thank you for your immediate attention to this matter.

Regards,

Rhonda Knyvett
Trustee, Ultra Super Fund
Sent from my iPhone

Subject: MATTER 2 FYI Fw: Immediate Cessation of ATO Lodgement - Ultra Super Fund ABN 41 873 921 089
Date: Friday, 10 January 2025 at 9:04:31 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Category: Regulator
Attachments: image001.png

Dear Stuart

Below is correspondence for your records instructing the Accountant to cease all actions, services and activities relating to the fund until further notice.

From: rhonda knyvett <honda.r@hotmail.com>
Sent: Friday, 10 January 2025 8:58 AM
To: David Wrangell <david@prctax.com.au>
Cc: tegan holly <hollyteganosborne@hotmail.com>; tegan holly <hollyteganosborne@hotmail.com>
Subject: Immediate Cessation of ATO Lodgement - Ultra Super Fund ABN 41 873 921 089

Dear Mr. Wrangell,

I kindly instruct you to immediately cease all actions, services and activities related to the Ultra Super Fund ABN 41 873 921 089 and the Australian Taxation Office (ATO).

This includes, but is not limited to:

1. The preparation, lodgement, or submission of any statements, returns, or financial documents to the ATO.

2. The processing or finalisation of any Fund-related compliance or reporting obligations.

3. Any related correspondence or dealings with the ATO regarding the Fund's status.

This instruction remains in effect until further notice.

Please confirm receipt of this directive and advise of any actions taken to halt the above activities.

Regards

Rhonda Knyvett
Trustee, Ultra Super Fund
ABN 41 873 921 089

Holly Dahm
Power of Attorney for Rhonda Knyvett

> On 6 Jan 2025, at 12:17, rhonda knyvett <honda.r@hotmail.com> wrote:
>
> Dear Mr Wrangell
>
> I am writing to formally reiterate and emphasize my request for the documentation outlined in my previous email correspondence of 3 January 2025. As no information or documentation has been provided to date by the fellow trustee, it is imperative that all requested materials are delivered within the stipulated timeframe, regardless of any outstanding items. This is critical to ensuring compliance with our obligations and facilitating the necessary procedural steps.
>
> Furthermore, in light of the questionable conduct exhibited by the fellow trustee, I require that you immediately provide all relevant materials submitted by Garth Osborne pertaining to the 2024 financial year. This should include a detailed and comprehensive list of any outstanding items from Mr. Osborne, with clear identification of those which remain pending. These outstanding items must be prioritized and furnished without further delay.
>
> I trust you will give this matter the urgent attention it requires and look forward to receiving the requested materials without delay.
>
> Regards,
>
> Rhonda Knyvett
>
> Trustee, Ultra Super Fund

On 6 Jan 2025, at 09:48, David Wrangell <david@prctax.com.au> wrote:

Hi Rhonda

I just about have the 2024 SMSF tax return completed.
Just waiting on a few items from Garth.

Can I send the information once I have the 2024 tax return done?
That way you have the most current numbers.

Regards

David Wrangell
Accountant & Registered Tax Agents
Pine Rivers Consulting
PO Box 54 / 14 Mecklem Street
STRATHPINE QLD 4500
P: (07) 3205 2881
Email: david@prctax.com.au

Like our facebook page to get up to date Tax Information

From: PRCAdmin <prcadmin@prctax.com.au>
Sent: Monday, 6 January 2025 9:45 AM
To: David Wrangell <david@prctax.com.au>
Subject: FW: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089

From: rhonda knyvett <honda.r@hotmail.com>
Sent: Friday, 3 January 2025 4:01 PM
To: PRCAdmin <prcadmin@prctax.com.au>
Cc: tegan holly <Hollyteganosborne@hotmail.com>
Subject: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089

Dear Mr. David J. Wrangell,

I trust this message finds you well.
As a trustee of the Ultra Super Fund ABN 41 873 921 089, alongside Mr. Garth Wilfred Osborne, I am both a trustee and a client of your services, in the same capacity as Mr. Osborne.

Accordingly, pursuant to my rights and obligations as a trustee and client, I am entitled to request and receive the documentation and records outlined below.

The documents requested have not been previously provided and have been withheld by Trustee Garth Osborne. As such, I formally request the following documentation and records relating to the Fund's management and compliance:

In relation to the annual audit of the Fund:
1. *Details of the auditor appointed to audit the SMSF, including all documentation provided to the auditor for the preparation of the SMSF Annual Return (SAR) and associated financial statements.*

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5. *Copies of transfer balance account reports submitted to the ATO.*
6. *Any other statements or documentation lodged with the ATO or provided to other superannuation funds as required.*

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1. *Minutes of trustee meetings, including all decisions made.*
2. *Records documenting all trustee changes.*
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6. *Documented decisions pertaining to asset management and acquisitions.*

Additional Records:
1. *Income tax records, including those related to deductions, capital gains, and losses.*
2. *Records of early access to superannuation, including evidence that the member met the relevant condition of release.*

3. *Documentation regarding concerns or issues related to early access to superannuation.*
4. *Asset valuation records for the purpose of the Fund's annual audit, in accordance with the Fund's compliance obligations.*

As you are aware, trustees are legally obligated to ensure that all SMSF assets are valued at market value annually, and these valuations must be accurately reflected in the Fund's accounts, statements, and annual returns. It is therefore essential that the requested information be provided promptly.

I request that the above documents be supplied within ***seven (7) days*** *of the date of this email.*

Thank you for your immediate attention to this matter.

Regards,

Rhonda Knyvett
Trustee, Ultra Super Fund
Sent from my iPhone

Subject: Re: MATTER 2 - SMSF - Binding Death nomination
Date: Wednesday, 8 January 2025 at 4:22:08 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Honda.r@hotmail.com <honda.r@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>
Priority: High
Attachments: image001.jpg, image002.png, Will of Rhonda Ann Knyvett dated 13.11.2024.pdf

Dear Stuart,

I hope this email finds you well.

Further to Mr. Thompson's advice, could you please review the attached will and draft binding death nomination at your earliest convenience?

In your previous email, you mentioned an accountant who could assist my mother. Could you kindly provide further details on how the accountant may be of assistance in this matter so that I can better understand the next steps?

Additionally, I have reviewed the attached will and, to my knowledge, there is no specific reference to a binding death nomination. Please advise if I have overlooked any relevant terms.

Thank you for your attention to this as a matter of urgency. I look forward to your guidance.

Please note I have included Rhonda Knyvett to confirm the instruction (if required).

Holly Dahm

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Tuesday, 7 January 2025 11:04 AM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Honda.r@hotmail.com <honda.r@hotmail.com>; Riki Dahm <rikidahm84@gmail.com>
Subject: RE: MATTER 2 - SMSF - Superannuation & Will

Holly,

I have no issue with Mr Thompson's advice except if your father is listed as a beneficiary the Will should be amended as soon as possible.

A Binding Death nomination can be easily arranged. We can assist.

I have an accountant I know and trust that I could refer your Mum to. He is my accountant and is great at giving clear advice and ensuring everything necessary is addressed.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.
Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Monday, 6 January 2025 10:47 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Honda.r@hotmail.com; Riki Dahm <rikidahm84@gmail.com>
Subject: MATTER 2 - SMSF - Superannuation & Will

Dear Stuart,

Mr Simon Thompson, Senior Associate, Gill & Lane provided the following response regarding an update to Rhonda's Will.

From: Simon Thompson <Simon@lifelegacylegal.com.au>
Sent: Monday, 6 January 2025 10:17 AM
To: Holly Osborne <hollyteganosborne@hotmail.com>; honda.r@hotmail.com <honda.r@hotmail.com>
Cc: rikidahm84@gmail.com <rikidahm84@gmail.com>; Tammy Graham-Slater <Tammy@lifelegacylegal.com.au>
Subject: RE: My Urgent: Will revision

Dear Holly and Rhonda,

Thanks for your emails, Holly.

I note from the email I received on Sunday 5 January at 4:48pm that you have engaged Stuart Loudon of Loudon Legal to provide advice regarding the SMSF.

Regarding Rhonda's Will, superannuation is not an asset that generally forms part of a person's estate which can be dealt with by their Will. Generally speaking, in order for a person's superannuation entitlements to form part of their estate:

- there would need to be a binding nomination in place, which directs the person's superannuation entitlements to their legal personal representative (that is, the executor of their estate);
- the trustee of the superannuation fund would need to make a decision to pay the person's superannuation entitlements to their legal personal representative; or
- the superannuation fund trust deed provisions would need to direct the deceased member's entitlements to their legal personal representative (which is sometimes the case, if there is no binding nomination in place).

In the circumstances, noting that you don't have a copy of the current superannuation fund deed or member statements, it is not possible to say with any certainty how Rhonda's superannuation entitlements will be paid, on her death, or what the value of those entitlements may be.

However, Rhonda's Will contains a statement directing her superannuation benefits (to the extent that they form part of her estate) to be paid in accordance with clause 5 of her Will (which deals with the "balance" of her estate). The Will also contains a request that Rhonda's executors and the trustee of relevant superannuation fund/s cooperate with each other to ensure that her superannuation benefits are paid in accordance with the intent of the Will. That clause is non-binding however, because the Will cannot direct the trustee of a superannuation fund to act in a certain way.

In light of the above, I consider that any update to Rhonda's Will at this time would be premature. Once more information is known about Rhonda's superannuation entitlements, an update may be required. More importantly, in my view, Rhonda should seek to make a binding death benefit nomination at the earliest possible opportunity – I suggest you seek advice from Stuart Loudon about this. In due course, it may be prudent for Rhonda to roll her entitlements in the SMSF out and into another fund – however, I would only recommend that Rhonda do this after seeking advice about the taxation and financial consequences of doing so, as well as the legal process involved in light of the assets held in the SMSF. I expect that Stuart Loudon may be able to assist with that, or refer Rhonda to other appropriate professional advisors as necessary.

Kind regards

Simon Thompson | Senior Associate

T (07) 3521 9090
E simon@lifelegacylegal.com.au
A Level 6, 217 George Street, Brisbane City

LIFE LEGACY LEGAL
(07) 3521 9090
lifelegacylegal.com.au

Subject: Re: MATTER 2 - SMSF - Binding Death nomination
Date: Wednesday, 8 January 2025 at 4:21:56 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Honda.r@hotmail.com <honda.r@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>
Priority: High
Attachments: image001.jpg, image002.png, Will of Rhonda Ann Knyvett dated 13.11.2024.pdf

Dear Stuart,

I hope this email finds you well.

Further to Mr. Thompson's advice, could you please review the attached will and draft binding death nomination at your earliest convenience?

In your previous email, you mentioned an accountant who could assist my mother. Could you kindly provide further details on how the accountant may be of assistance in this matter so that I can better understand the next steps?

Additionally, I have reviewed the attached will and, to my knowledge, there is no specific reference to a binding death nomination. Please advise if I have overlooked any relevant terms.

Thank you for your attention to this as a matter of urgency. I look forward to your guidance.

Please note I have included Rhonda Knyvett to confirm the instruction (if required).

Holly Dahm

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Tuesday, 7 January 2025 11:04 AM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Honda.r@hotmail.com <honda.r@hotmail.com>; Riki Dahm <rikidahm84@gmail.com>
Subject: RE: MATTER 2 - SMSF - Superannuation & Will

Holly,

I have no issue with Mr Thompson's advice except if your father is listed as a beneficiary the Will should be amended as soon as possible.

A Binding Death nomination can be easily arranged. We can assist.

I have an accountant I know and trust that I could refer your Mum to. He is my accountant and is great at giving clear advice and ensuring everything necessary is addressed.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.
Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Monday, 6 January 2025 10:47 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Honda.r@hotmail.com; Riki Dahm <rikidahm84@gmail.com>
Subject: MATTER 2 - SMSF - Superannuation & Will

Dear Stuart,

Mr Simon Thompson, Senior Associate, Gill & Lane provided the following response regarding an update to Rhonda's Will.

From: Simon Thompson <Simon@lifelegacylegal.com.au>
Sent: Monday, 6 January 2025 10:17 AM
To: Holly Osborne <hollyteganosborne@hotmail.com>; honda.r@hotmail.com <honda.r@hotmail.com>
Cc: rikidahm84@gmail.com <rikidahm84@gmail.com>; Tammy Graham-Slater <Tammy@lifelegacylegal.com.au>
Subject: RE: My Urgent: Will revision

Dear Holly and Rhonda,

Thanks for your emails, Holly.

I note from the email I received on Sunday 5 January at 4:48pm that you have engaged Stuart Loudon of Loudon Legal to provide advice regarding the SMSF.

Regarding Rhonda's Will, superannuation is not an asset that generally forms part of a person's estate which can be dealt with by their Will. Generally speaking, in order for a person's superannuation entitlements to form part of their estate:

- there would need to be a binding nomination in place, which directs the person's superannuation entitlements to their legal personal representative (that is, the executor of their estate);
- the trustee of the superannuation fund would need to make a decision to pay the person's superannuation entitlements to their legal personal representative; or
- the superannuation fund trust deed provisions would need to direct the deceased member's entitlements to their legal personal representative (which is sometimes the case, if there is no binding nomination in place).

In the circumstances, noting that you don't have a copy of the current superannuation fund deed or member statements, it is not possible to say with any certainty how Rhonda's superannuation entitlements will be paid, on her death, or what the value of those entitlements may be.

However, Rhonda's Will contains a statement directing her superannuation benefits (to the extent that they form part of her estate) to be paid in accordance with clause 5 of her Will (which deals with the "balance" of her estate). The Will also contains a request that Rhonda's executors and the trustee of relevant superannuation fund/s cooperate with each other to ensure that her superannuation benefits are paid in accordance with the intent of the Will. That clause is non-binding however, because the Will cannot direct the trustee of a superannuation fund to act in a certain way.

In light of the above, I consider that any update to Rhonda's Will at this time would be premature. Once more information is known about Rhonda's superannuation entitlements, an update may be required. More importantly, in my view, Rhonda should seek to make a binding death benefit nomination at the earliest possible opportunity – I suggest you seek advice from Stuart Loudon about this. In due course, it may be prudent for Rhonda to roll her entitlements in the SMSF out and into another fund – however, I would only recommend that Rhonda do this after seeking advice about the taxation and financial consequences of doing so, as well as the legal process involved in light of the assets held in the SMSF. I expect that Stuart Loudon may be able to assist with that, or refer Rhonda to other appropriate professional advisors as necessary.

Kind regards

Simon Thompson | Senior Associate

T (07) 3521 9090
E simon@lifelegacylegal.com.au
A Level 6, 217 George Street, Brisbane City



Subject: Initial Review and Concerns Regarding Accountant's Records
Date: Wednesday, 8 January 2025 at 2:05:12 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: Fwd: Ultra Super Fund - 2023 year.eml, Fwd: Ultra Super Fund - 2021 year.eml, Fwd: Ultra Super Fund - 2020 year.eml, Fwd: Ultra Super Fund - 2019 tax return.eml

Dear Stuart

I hope this message finds you well.

Please find attached the correspondence from the accountant concerning the financial years 2019, 2020, 2021, and 2023 I have forwarded this documentation to a forensic accounting expert for a detailed assessment.

Upon review, significant concerns have emerged regarding the quality and reliability of the provided records. Notably, some information appears handwritten and unsigned, which raises questions about the accuracy and integrity of the accounting practices. Additionally, it is apparent that the accountant has not yet supplied all requested information, although they may still submit further records before the due date of this Friday.

We are also awaiting Garth Osborne's information, which is due this coming Monday, the 13th. Following receipt of this and any additional information from the accountant, I would appreciate your advice on the appropriate next steps, taking into account both my contacts assessment and any further submissions.

To minimize stress, I will not be including Rhonda in these communications but will ensure she is kept informed of significant developments.

I look forward to your advice on the next steps.

Kind regards,

Holly

Subject: Fw: EPA of Rhonda Knyvett
Date: Wednesday, 8 January 2025 at 10:57:31 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Attachments: image001.png, EPA of Rhonda Knyvett dated 08.01.2025.pdf, JP Certified Copy of EPA of Rhonda Knyvett dated 08.01.2025.pdf

Hello Stuart

Please find attached a scan copy of the original (certified) and certified copy of the power of attorney for both personal (including health) matters and financial matters.
Moving forward mum could like to be removed from our emails, and just provided updates upon request.

From: Cailen Mole <Cailen@lifelegacylegal.com.au>
Sent: Wednesday, 8 January 2025 10:44 AM
To: hollyteganosborne@hotmail.com <hollyteganosborne@hotmail.com>
Subject: EPA of Rhonda Knyvett

Please see attached as requested.

Kind regards
Cailen Mole | Reception and Admin Coordinator

T (07) 3521 9090
E cailen@lifelegacylegal.com.au
A 8 Fourth Avenue, Sandgate, Queensland



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Bank account details: For your protection and to reduce the risk of fraudulent transactions, we will verify your bank account details by phone before transferring funds to you. We also recommend you contact our office to verify our bank account details before making a deposit. If you receive an email advising of any changes to bank account details, please contact our office immediately.

Liability limited by a scheme approved under professional standards legislation.
Life Legacy Legal Pty Ltd ABN 16 675 464 114

Subject: Re: Matters Enduring Power of Attorney
Date: Tuesday, 7 January 2025 at 1:26:16 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Honda.r@hotmail.com <honda.r@hotmail.com>
Priority: High

Hello Stuart

Unless you object, I will issue this response from my email, and in my name as I have enduring power of attorney. I will include Rhonda in cc. I will email you the ensuring power of attorney document tomorrow.

Holly

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Tuesday, 7 January 2025 1:00 PM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: RE: Matters

Holly,

I have confirmed the situation for a periodic lease. You have given more than the required notice. Please see my suggested amendments below.

On further consideration, to hopefully bring the matter to closure more promptly, I suggest you consider stating in the letter "I direct that any further correspondence in this matter be addressed to my solicitor, Mr Stuart Loudon at LOUDON LEGAL, email: stuart@loudonlegal.com.au

Please see below in red

Stuart.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 7 January 2025 11:54 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Matters
Importance: High

Hello Stuart

For simplicity purposes please find below responses to your emails and actions required.

Matter 1 - Periodic Lease
The Ledger has been issued, this item will not require a response.

- I will need to issue the response to the **notice to remedy breach** (Form 11) (attached) submitted by Garth Osborne and Ann Anthonisz before **COB today.** Please advise once you have reviewed the draft provided **below**.
- Should Garth and Ann not vacate the property by **28 February**, I will need to lodge an application with QCAT within **14 days** to seek an eviction warrant.

Matter 2
SMSF

- David Wrangell's (the accountant) response is due **COB Friday 10 January.**
- Garth Osborne's response is due **COB Monday 13 January.**
- **Please note information obtained by undertaking a desktop review of both SMSF bank accounts will be provided shortly.**

7/1 - 11.00am

- I confirm the advice provided and I will action in accordance with your recommended timeframes for entry. Please note the Notice of Entry for the installation of smoke alarms provided on the RTA form is 24 hours.
- Please find **attached** the text message exchange.

7/1 - 11:004am

- 11.04am - Please find **attached** Rhonda Knyvett's current Will. Should a Binding Death nomination be required, please assist.
- Please confirm the advice we should seek from the Accountant, as I mentioned I have a close friend assisting who is an Accountant.

PROPOSED DRAFT EMAIL - FORM 11 NOTICE OF BREACH

Subject: Response to Form 11 Submission – Refutation of Allegations and Notice of Blackmail

Dear Garth,

I am writing in response to the Form 11 submitted on 31 December 2024, in which you allege that the I have violated the provisions of the Residential Tenancies and Rooming Accommodation Act 2008 (the "RTAA Act"), specifically regarding Sections 61, 62, and 246(a), and assert retaliatory action in contravention of Section 276A. I categorically refute these allegations, and I also wish to address the inappropriate and

unlawful actions referenced in your email dated 30 December 2024.

You have provided no evidence for the assertions made in your Form 11. These assertions are without basis.

1. No Evidence of Breach of Sections 61 and 62:

Section 61(7)(b) explicitly states that this section does not apply to a periodic tenancy such as exists between us.
Your assertions in relation to sections 61 and 62 of the *RTRA Act 2008 (Qld)* are thus irrelevant, but otherwise without basis.
The notice to leave issued to you and Ann Anthonisz was fully compliant with the relevant provisions of the Act. There has been no failure on the part to meet the legislative requirements, nor any improper action taken that would trigger the application of these sections.

2. No Retaliatory Action in Violation of Section 276A:

The claim of retaliatory action under Section 276A is without foundation. For Section 276(a) to apply, it is required that:

• The tenant took action to enforce their rights (such as issuing a notice to remedy a breach, requesting repairs, or making a complaint to an authority), and

• The landlord, knowing of such actions, then issued a retaliatory notice, such as a notice to remedy breach or a notice to leave.

In this case, no such action has been taken by you or Ann Anthonisz that would justify the application of Section 276A. The notice to leave was issued for legitimate reasons unrelated to any enforcement of rights or complaints made by you.

3. No Breach of Section 246(a) or Other Relevant Legislation:

The allegation of a breach under Section 246(a) is equally without substance or merit. There is no evidence to suggest I issued the notice to leave or engaged in any action with the intent to intimidate, punish, or retaliate against you. The actions taken were in line with standard matters and unrelated to any protected activity under the RTAA Act.

4. Reference to Email Dated 30 December 2024:

In your email dated 31 December 2024, you requested that the notice to leave be set aside, and the tenancy period extended through to the end of September 2025. You further indicated that failure to comply with this request by 5:00 PM on 2 January 2025 would result in you reporting the matter to various government bodies.

This communication is a clear example of attempted coercion and constitutes blackmail. For the avoidance of doubt, blackmail is defined under Section 369 of the *Criminal Code Act 1899 (Qld)* as demanding actions with menaces, or threatening to expose information that could be detrimental to another party unless certain actions are taken. The penalties for blackmail are severe, with the offence punishable by imprisonment for up to 14 years. I hereby reject your demand in its entirety.

5. Response to Intimidation and Blackmail:

Your attempts to force my compliance with your wishes is unlawful and wholly unacceptable. I will not tolerate such intimidation, nor will I comply with illegal demands made by you. Should you and Ann continue to make such threats, I will not hesitate to take immediate legal action.

6. Request for Dismissal of Matter:

Given there is no evidence of a breach of the RTAA Act 2008, and the lack of legal basis for the claims made in the Form 11, I ask that you immediately give written notice that your Notice is withdrawn, and that you comply with the Notice To Leave issued to you and the timeframe stipulated therein. The notice to leave complied with statutory obligations, and there is no legitimate basis for further consideration of this matter. You cannot merely remain resident in my house on your own terms.

(INSERT ANY CLAIMS FOR ADDITIONAL MONIES OWED, AND MENTION THAT THE POWER WILL BE TURNED OFF ON THE DATE THEY HAVE BEEN GIVEN TO LEAVE and that they are to pay the final bill when it is received following disconnection.)

Any further attempts at intimidation or blackmail by your or Ann will not be tolerated and will be pursued to the fullest extent of the law.

I await your prompt reply.

Kind regards,

Subject: Re: Matters Enduring Power of Attorney
Date: Tuesday, 7 January 2025 at 1:26:10 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Honda.r@hotmail.com <honda.r@hotmail.com>
Priority: High

Hello Stuart

Unless you object, I will issue this response from my email, and in my name as I have enduring power of attorney. I will include Rhonda in cc. I will email you the ensuring power of attorney document tomorrow.

Holly

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Tuesday, 7 January 2025 1:00 PM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: RE: Matters

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Please see below in red

Stuart.

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Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Matters
Importance: High

Hello Stuart

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(INSERT ANY CLAIMS FOR ADDITIONAL MONIES OWED, AND MENTION THAT THE POWER WILL BE TURNED OFF ON THE DATE THEY HAVE BEEN GIVEN TO LEAVE and that they are to pay the final bill when it is received following disconnection.)

Any further attempts at intimidation or blackmail by your or Ann will not be tolerated and will be pursued to the fullest extent of the law.

I await your prompt reply.

Kind regards,

Subject: Re: Matters
Date: Tuesday, 7 January 2025 at 12:17:07 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Priority: High
Attachments: image001.jpg

Thanks, there is no lease.
However, there are several text messages that could be used below.

Please advise of further suggested edits.

RHONDA Knyvett – Blue

Garth Osborne - Red

27/03/2024

Hey. So I've had time to think since we met up In Redcliffe. I do feel as if I'm being used somewhat as I'm sure you've done well from the sale of Roghan road. That being said I've agreed to take off cleaning costs. As Deborah and ken were going to pay $400 weekly I think that's a fair charge for you. The 1st weeks rent is due 15/4. I do think 6 months is plenty of time to find what you're looking for. That will bring us to The end of sept (sept 30th '24). As you are going to wind up the super could u give me an approximation of what I'll receive. I've changed my mind about the letter box and if anything comes for you I'm happy to place at the door.
Cheers

28/03/2024

Hi Rhonda,
You agreed to rent your house to us for 1 to 2 years.
We've committed ourselves to building a house, which is likely to take between 12 to 14 months. We've been here for 3 weeks and you've decided to renege on our verbal agreement. If you made it clear you were willing to rent it to us for only six months, we would have gone elsewhere. In times of your needs, I have always assisted you to the best of my ability. I'm not asking for help, neither am I trying to take advantage of you, all I'm asking is for you to honour your word.
Regards,
Garth

29/03/2024

OMG Garth the last time I saw you at Redcliffe left me so upset. I asked you about paying the rent you basically said no, cause you paid $6000 something for things I didn't want or ask for. .i feel sick after each time I talk to you about my house. My health is bad and I ended up in hospital after seeing you at Redcliffe because the things you said upset me so much.
Originally you and Ann were meant to be having the use of a couple of rooms as an in between situation. I felt pushed into packing my house up, which I have done and found very emotional, I had to get rid of so many personal. Things of my life . I find it so hard to say no to you because of how you say things to me. You keep changing your plans and it's stressing me out and I don't want to discuss anymore.

I did not agree to rent my house to you for 1 to 2 years. I would never agree to this cause of health. we did not reach any verbal agreement.
I agreed you could stay in my home with the understanding that it was for a short time between you selling your home and buying a place that was coming up in the city. You gave me the impression it was a short term thing that would be for about 6 months.
I am letting you know you can stay in my home till 30 September 2024. You can take this as your notice of that. you don't have to stay and can leave sooner if you wish.
I do not want you using my address as your residency so I do not want any mail coming to my mail box.

You can pay the power bill which I will text you the BPay information quarterly.
The rent is due 15/3 - $400 a week and you can put this in my letter box. I will pick this up next week. I don't want to talk you about this anymore, the end of the conversation.
cheers

2/04/2024

Hi Rhonda,
In response to your OMG text.
At our meeting at Redcciffe we agreed that I pay for replacing the carpet, costing $3000 and you pay for the cleaning of the house costing $2500. I also also agreed to your request of paying $400/week rent. How do you wish to be paid? I have no issue with paying the power bills.
I cannot understand how things were misconstrued ending up with you needing hospitalisation.
Regards,
Garth

5/04/2024

Hey Garth. As I didn't type the text, what was said was lost in translation. I was there at Redcliffe and know you agreed to pay rent.
The amount you did not confirm.
I was taken to hospital with a suspected heart issue. I STRESS.

Attached is a copy of my electricity bill. In credit. Take your extra $500 you claim on the $2000 you paid for cleaning, off that. Will inform you when you have a bill.
Thanks for fixing the mixer?
Cheers

5/04/2024
Hi Rhonda,
Leak from kitchen mixer tap. I've replaced it.
Regards,
Garth

18/07/2024
Hey. Happy to pay water services charge however you can pay for your usage. I'm paying monthly home and content insurance and I only have a fridge there.
👍

23/09/2024
Hey Garth. Will be dropping in to check my letter box about 10. Will sign receipt and put under mat. Cheers Rhonda.

3/11/2024
Hey Garth.
Reminding you that the rent is due tomorrow (Monday) November 4
Placed in my letterbox. $800 plus water usage $87 which I've paid. Photo to follow.
It has also been months since you advised me that you were finalising our super. Please advise me of that progress.
As you didn't acknowledge my text about your last date of residency at my house being 28 February 2025. It does deserve a response.
So I'm reminding you, I have concrete plans commencing 1 March that as I stated before cannot be changed.
Reminding you about Kal's Passport, it hasn't been mentioned whether you have located it or not. Cheers Rhonda

4/11/2024
Ok, $890 in your letter box to cover rent & water charges
Cheers Garth

4/11/2024
Rhonda, FYI the only previous time the rent was not waiting for you, I was sick and today I was delayed returning home from Lawnton this morning because of traffic resulting from train cancellations. Also FYI if any of my tenants have difficulties I've at times given them the consideration of paying their rent several weeks or months late in an effort to be helpful , it's the reasonable thing to do. On both occasions the our rent has simply been put in your letter box an hour or two late. Previously you informed me you would drop by around 10am, and today you were here around 9am. I'd appreciate to be spoken with courtesy and for our interactions to encompass mutual respect.

4/11/2024
Garth, fyi this has been the 3rd time rent was forgotten. There are multiple text messages with dates showing you had to be followed up about rent. The lack of communication from you does not show respect and courtesy towards me. You fail to provide a dignified response to me when I reach out to explain the conditions, whether it be the super or the date I've advised you to vacate.

7/11/2024

Hi Rhonda, I'm waiting on the accountant to finalise the 23-24 FY super tax which will allow for the separation process to proceed. Cheers Garth

19/12/2024
Hi Rhonda, Can we meet sometime in the next few days for signing of documents relating to super. Will need to be witnessed by JP Cheers Garth

20/12/2024
Hey Garth
Can you give me more information on what I am signing
And is this just to finalise the super. If so I'll require a statement of what I'll be receiving prior to me signing anything.
Thanks.

20/12/2024

That should work.
Also can you take photos of the documents that I'll be signing and send them through to me so I can a least read them properly before I sign them in front of the JP.

20/12/2024
Let's meet and I'll table all documents and you can decide what you ok about.

20/12/2024
Hey i've got a lot going on at the moment so I would like to meet you tomorrow and take the documents with me so I can go over them without you hovering around me.
And more than happy to bring them back to you after I have perused them

20/12/2024
Okay, meet you at 9.30 Monday, I'll leave the documents with you and meet up with you again in 30 minutes. How that sit with you?

20/12/2024
Just to make it clear. Please provide me with the statement of what I will receive prior to any signing of any documents in front of a JP.

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Tuesday, 7 January 2025 12:09 PM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: RE: Matters

Holly,

I would suggest at the end that you state:

"Should it be necessary for us to make application to the Queensland Civil and Administrative Tribunal, by necessity the parties' actions will be brought before the Tribunal for scrutiny."

Please provide the requested lease (if any) as this is required regarding their point regarding breaching Ss. 61 and 62.

Thank you.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.
Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Tuesday, 7 January 2025 11:54 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>
Subject: Matters
Importance: High

Hello Stuart

For simplicity purposes please find below responses to your emails and actions required.

Matter 1 - Periodic Lease
The Ledger has been issued, this item will not require a response.

- I will need to issue the response to the **notice to remedy breach** (Form 11) (attached) submitted by Garth Osborne and Ann Anthonisz before **COB today.** Please advise once you have reviewed the draft provided **below**.

- Should Garth and Ann not vacate the property by **28 February**, I will need to lodge an application with QCAT within **14 days** to seek an eviction warrant.

Matter 2
SMSF

- David Wrangell's (the accountant) response is due **COB Friday 10 January.**
- Garth Osborne's response is due **COB Monday 13 January.**
- **Please note information obtained by undertaking a desktop review of both SMSF bank accounts will be provided shortly.**

7/1 - 11.00am

- I confirm the advice provided and I will action in accordance with your recommended timeframes for entry. Please note the Notice of Entry for the installation of smoke alarms provided on the RTA form is 24 hours.
- Please find **attached** the text message exchange.

7/1 - 11:004am

- 11.04am - Please find **attached** Rhonda Knyvett's current Will. Should a Binding Death nomination be required, please assist.
- Please confirm the advice we should seek from the Accountant, as I mentioned I have a close friend assisting who is an Accountant.

PROPOSED DRAFT EMAIL - FORM 11 NOTICE OF BREACH

Subject: Response to Form 11 Submission – Refutation of Allegations and Notice of Blackmail

Dear Garth,

I am writing in response to the Form 11 submitted on 31 December 2024, in which you allege that the I have violated the provisions of the Residential Tenancies and Rooming Accommodation Act 2008 (the "RTAA Act"), specifically regarding Sections 61, 62, and 246(a), and assert retaliatory action in contravention of Section 276A. I categorically refute these allegations, and I also wish to address the inappropriate and unlawful actions referenced in your email dated 30 December 2024.

1. No Evidence of Breach of Sections 61 and 62:

There is no evidence to suggest a breach of Sections 61 or 62 of the RTAA Act 2008. The notice to leave issued to you and Ann Anthonisz was fully compliant with the relevant provisions of the Act. There has been no failure on the part to meet the legislative requirements, nor any improper action taken that would trigger the application of these sections.

2. No Retaliatory Action in Violation of Section 276A:

The claim of retaliatory action under Section 276A is entirely unfounded. For Section 276(a) to apply, it is required that:

• The tenant took action to enforce their rights (such as issuing a notice to remedy a breach, requesting repairs, or making a complaint to an authority), and

• The landlord, knowing of such actions, then issued a retaliatory notice, such as a notice to remedy breach or a notice to leave.

In this case, no such action has been taken by you or Ann Anthonisz that would justify the application of Section 276A. The notice to leave was issued for legitimate reasons unrelated to any enforcement of rights or complaints made by you.

3. No Breach of Section 246(a) or Other Relevant Legislation:

The allegation of a breach under Section 246(a) is equally without merit. There is no evidence to suggest I issued the notice to leave or engaged in any action with the intent to intimidate, punish, or retaliate against you. The actions taken were in line with standard matters and unrelated to any protected activity under the RTAA Act.

4. Reference to Email Dated 30 December 2024:

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5. Response to Intimidation and Blackmail:

The attempt to force compliance is not only unlawful but wholly unacceptable. I will not tolerate such intimidation, nor will I comply with illegal demands. Should you and Ann continue to make such threats, I will not hesitate to take immediate legal action.

6. Request for Dismissal of Matter:

Given there is no evidence of a breach of the RTAA Act 2008, and the lack of legal basis for the claims made in the Form 11, I will respectfully request that this matter be dismissed by the relevant regulator. The notice to leave complied with statutory obligations, and there is no legitimate basis for further consideration of this matter.

Furthermore, I strongly advise you and Ann to cease any further attempts at intimidation or blackmail, as such actions will not be tolerated and will be pursued to the fullest extent of the law.

Thank you for your attention to this matter.

Kind regards,

Subject: Re: MATTER 1- Ledger, Form 11 response & additional matters
Date: Tuesday, 7 January 2025 at 12:12:22 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.jpg, image002.png, Attachment 5 Text Message exchange - 27.3 - 20.12 word doc.docx, ZIP - TEXT MESSAGE EXCHANGE.zip, Receipt - unsigned.jpg

Hello Stuart

There is no written or verbal lease.
The situation arose as Garth sold his house; Rhonda was staying with us for a temporary period due to being unwell. Rhonda always wanted to return to living in her home. Garth asked to stay in her home for a few months until he and Ann bought a new home. Form 12 issued with the reason being 'homeowner' - eg Rhonda returning to the home.

Please note Garth has been making Rhonda sign receipts for his payment of the rent.
Attached is a picture of a rent receipt that she did not sign. Rather than saying 18 Magnetic street, it says 2/52 weeks rent. Garth has tried to trick Rhonda into signing this to contrive evidence of a new lease agreement for 12 months. (**attached**). Odd that he would need to even ask for the ledger, given he has all of the receipts.

Please note in the text exchange Garth stated that if she wants her rent on time, she will need to sign the receipt. You will see information provided in the text exchanges provided in my prior email. (**attached**).

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Tuesday, 7 January 2025 10:59 AM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Riki Dahm <rikidahm84@gmail.com>; Honda.r@hotmail.com <honda.r@hotmail.com>
Subject: RE: MATTER 1- Ledger, Form 11 response & additional matters

Holly,

I see no issue with the Notice of Entry as you are required to have compliant smoke alarms in the property. I would suggest giving at least a week's advance notice.

There is no obligation for your mother to pay the power for the property.

Unless it was agreed in writing that Rhonda cover the cost of power to the property, as you intend to have them leave you are entitled to cease the provision of power to the property. I would suggest that you give prior notice (say two weeks) of your intention to do so. Please send me copies of the text exchange.

Please give me a copy of any written lease agreement.
Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Sunday, 5 January 2025 8:03 PM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Riki Dahm <rikidahm84@gmail.com>; Honda.r@hotmail.com
Subject: Re: MATTER 1- Ledger, Form 11 response & additional matters

Dear Stuart

I refer to the email chain below; however, I have revised the information and instructions, so there is no longer a need to reference the previous correspondence.

A ledger (**below**) has been prepared in accordance with the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008* (the RTRA Act). I understand the ledger will need to be provided at the end of the periodic lease, upon request from the lessor/s, and that the record should be retained for at least 12 months after the tenancy. As such, unless I have overlooked any risks, the instruction regarding the risks and disadvantages with providing the ledger is longer be required. I am required to issue the ledger in accordance with the seven-day time period prescribed under the RTRA Act by close of business on Monday, the 6th.

Additionally, I will issue the response (**draft below**) to Form 11 by close of business on Tuesday, the 7th. However, if you review the below draft beforehand, I suggest a single email to be issued by close of business on Monday, the 6th.

Smoke Alarm Installation & Notice of Entry

I have recently become aware that the property requires additional interconnected smoke alarms to fully comply with applicable legislation. I have taken immediate steps to address this by engaging a smoke alarm solutions provider and enrolling the property in their service. I plan to issue a notice of entry to facilitate the installation as soon as reasonably possible next week. Please advise if you foresee any potential issues, or if there is an alternative course of action you would recommend?

Utilities

The power is currently registered in Rhonda's name. Originally there was an arrangement where Garth had agreed not to use Rhonda's letterbox for his mail in exchange for her allowing him to use the credit on the AGL account as the account was in credit due to the $1000 rebate. This arrangement was made after Rhonda was pressured by Garth, who asserted that she was not going to use it and as such did not need it. However, this arrangement broke down, as Garth continued to use her letterbox and has drawn on her power. There is a text exchange in which he stated he would cover the power costs and however given the breakdown in the relationship, no attempts have been made to recover payment. As such, do suggest we switch off the power so Garth and Ann can transfer the account into their own names, or should the account remain in Rhonda's name?

Garth has been responsible for and has been paying the water charges throughout the duration the arrangement. Rhonda has continued to pay the council rates.

Thank you for your prompt attention to these matters,

Kind regards

Holly

RENT LEDGER

Property address: 18 Magnetic street Boondall

Amount: $800 per fortnight (based on $400 per week)

Periodic lessor names: Garth Osborne & Ann Anthonisz

Property owner: Rhonda Knyvett

Period		Amount		DATE PAID	Notes
		DUE	PAID		
28/02/2024	3/04/2024	NIL	$0.00	Nil	No payment for 4weeks & No b
3/04/2024	17/04/2024	800.00	$800.00	1/04/2024	
15/05/2024	29/05/2024	800.00	$800.00	13/05/2024	
29/05/2024	12/06/2024	800.00	$800.00	3/06/2024	
12/06/2024	17/07/2024	1,600.00	$1,600.00	14/06/2024	Paid 4 weeks
17/07/2024	31/07/2024	800.00	$800.00	15/07/2024	
31/07/2024	14/08/2024	800.00	$800.00	30/07/2024	
14/08/2024	28/08/2024	800.00	$800.00	9/08/2024	
28/08/2024	11/09/2024	800.00	$800.00	26/08/2024	
11/09/2024	25/09/2024	800.00	$800.00	9/09/2024	
25/09/2024	9/10/2024	800.00	$800.00	23/09/2024	
9/10/2025	23/10/2025	800.00	$800.00	8/10/2024	
23/10/2024	6/11/2024	800.00	$800.00	21/10/2024	
6/11/2024	20/11/2024	800.00	$800.00	4/11/2024	
20/11/2024	4/12/2024	800.00	$800.00	22/11/2024	
4/12/2024	18/12/2024	800.00	$800.00	2/12/2024	
18/12/2024	1/01/2025	800.00	$750.00	16/12/2024	amount recieved was $50 short
1/01/2024	15/01/2024	800.00	$850.00	31/12/2024	amount included the $50 missi
15/01/2024	29/01/2024	-			
29/01/2024	12/02/2024	-			
12/02/2024	26/02/2024	-			
26/02/2024	**28/02/2024 NOTICE TO LEAVE - END DATE OF PERIODIC LEASE**	-			

PROPOSED DRAFT EMAIL - FORM 11 NOTICE OF BREACH

Subject: Response to Form 11 Submission – Refutation of Allegations and Notice of Blackmail

Dear Garth,

I am writing in response to the Form 11 submitted on 31 December 2024, in which you allege that the I have violated the provisions of the Residential Tenancies and Rooming Accommodation Act 2008 (the "RTAA Act"), specifically regarding Sections 61, 62, and 246(a), and assert retaliatory action in contravention of Section 276A. I categorically refute these allegations, and I also wish to address the inappropriate and unlawful actions referenced in your email dated 30 December 2024.

1. No Evidence of Breach of Sections 61 and 62:

There is no evidence to suggest a breach of Sections 61 or 62 of the RTAA Act 2008. The notice to leave issued to you and Ann Anthonisz was fully compliant with the relevant provisions of the Act. There has been no failure on the part to meet the legislative requirements, nor any improper action taken that would trigger the application of these sections.

2. No Retaliatory Action in Violation of Section 276A:

The claim of retaliatory action under Section 276A is entirely unfounded. For Section 276(a) to apply, it is required that:

• The tenant took action to enforce their rights (such as issuing a notice to remedy a breach, requesting repairs, or making a complaint to an authority), and

• The landlord, knowing of such actions, then issued a retaliatory notice, such as a notice to remedy breach or a notice to leave.

In this case, no such action has been taken by you or Ann Anthonisz that would justify the application of Section 276A. The notice to leave was issued for legitimate reasons unrelated to any enforcement of rights or complaints made by you.

3. No Breach of Section 246(a) or Other Relevant Legislation:

The allegation of a breach under Section 246(a) is equally without merit. There is no evidence to suggest I issued the notice to leave or engaged in any action with the intent to intimidate, punish, or retaliate against you. The actions taken were in line with standard matters and unrelated to any protected activity under the RTAA Act.

4. Reference to Email Dated 30 December 2024:

In your email dated 31 December 2024, you requested that the notice to leave be set aside, and the tenancy period extended through to the end of September 2025. You further indicated that failure to comply with this request by 5:00 PM on 2 January 2025 would result in you reporting the matter to various government bodies.

This communication is a clear example of attempted coercion and constitutes blackmail. For the avoidance of doubt, blackmail is defined under Section 369 of the Criminal Code Act 1899 (Qld) as demanding something with menaces, or threatening to expose information that could be detrimental to another party unless certain actions are taken. The penalties for blackmail are severe, with the offence punishable by imprisonment for up to 14 years. I hereby reject your demand in its entirety.

5. Response to Intimidation and Blackmail:

The attempt to force compliance is not only unlawful but wholly unacceptable. I will not tolerate such intimidation, nor will I comply with illegal demands. Should you and Ann continue to make such threats, I will not hesitate to take immediate legal action.

6. Request for Dismissal of Matter:

Given there is no evidence of a breach of the RTAA Act 2008, and the lack of legal basis for the claims made in the Form 11, I will respectfully request that this matter be dismissed by the relevant regulator. The notice to leave complied with statutory obligations, and there is no legitimate basis for further consideration of this matter.

Furthermore, I strongly advise you and Ann to cease any further attempts at intimidation or blackmail, as such actions will not be tolerated and will be pursued to the fullest extent of the law.

Thank you for your attention to this matter.

Kind regards,

From: Holly Osborne
Sent: Friday, 3 January 2025 1:36 PM
To: stuart@loudonlegal.com.au <stuart@loudonlegal.com.au>
Subject: MATTER 1- Notice to Leave, Notice of Breach & Blackmail

Dear Stuart,

MATTER - Notice to Leave, Notice of Breach & Blackmail

I apologize for the issue with the attachments in my previous email. Please find attached **attachment 2 and 5.**
I have removed attachments 6 and 7 given these are legislation extracts. I am unable to send attachment 8 due to the size, however if required the screen shots can be provided by other means. The screen shot text has been copied and pasted and provided to you in **attachment 5.**

I will send separate email trails so you may review and suggest any amendments relating to each matter. Please let me know if there are any further issues with the attachments.

In terms of this matter, I ask the following questions:
• The power is currently in Rhonda's name. Do you see any potential risks in switching it off so the tenant will need to put the power in their own

name?
• Upon review, please confirm whether you are satisfied with my response to the FORM 11, which is due by 7 January.
• I need to draft the ledger by COB on 6 January. Do you see any risks or disadvantages in providing this information?
• I'm aware the property requires additional smoke alarms to be fully compliant. I've taken steps to rectify this and plan to issue a Notice of Entry next week for installation

In terms of the next steps, unless you hold objection, I would like to proceed with issuing the below email to Garth and Ann.

PROPOSED RESPONSE - FORM 11 NOTICE OF BREACH
Subject: Response to Form 11 Submission – Refutation of Allegations and Notice of Blackmail

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Thank you for your attention to this matter.

Kind regards,

Warm regards

Holly

Warm regards

Holly

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Date: Tuesday, 7 January 2025 at 11:54:22 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Priority: High
Attachments: Rhonda Knyvett Will 2024.pdf, Attachment 5 Text Message exchange - 27.3 - 20.12 word doc.docx, Attachment 1 31.12.24 RTA FORM 11 - Notice to remedy breach.pdf, ZIP - TEXT MESSAGE EXCHANGE.zip

Hello Stuart

For simplicity purposes please find below responses to your emails and actions required.

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The Ledger has been issued, this item will not require a response.

- I will need to issue the response to the **notice to remedy breach** (Form 11) (attached) submitted by Garth Osborne and Ann Anthonisz before **COB today.** Please advise once you have reviewed the draft provided **below**.
- Should Garth and Ann not vacate the property by **28 February**, I will need to lodge an application with QCAT within **14 days** to seek an eviction warrant.

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- Garth Osborne's response is due **COB Monday 13 January.**
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7/1 - 11.00am

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7/1 - 11:004am

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- Please confirm the advice we should seek from the Accountant, as I mentioned I have a close friend assisting who is an Accountant.

PROPOSED DRAFT EMAIL - FORM 11 NOTICE OF BREACH

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Furthermore, I strongly advise you and Ann to cease any further attempts at intimidation or blackmail, as such actions will not be tolerated and will be pursued to the fullest extent of the law.

Thank you for your attention to this matter.

Kind regards,

Subject: RE: REFERRAL: MS RHONDA KNYVETT
Date: Monday, 6 January 2025 at 12:49:28 PM Australian Eastern Standard Time
From: Tayla Kilkeary <tayla@avokahlegal.com.au>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
CC: Honda.r@hotmail.com <honda.r@hotmail.com>, hollyteganosborne@hotmail.com <hollyteganosborne@hotmail.com>
Category: LAW FIRMS & LAWYERS - IN POSSESSION OF REPORTABLE TRIGGERS - AML
Attachments: image004.png, image005.png, image006.png, image007.png, image008.png, image009.png, image010.png, image011.png, image012.jpg, image013.jpg, image014.jpg

Good afternoon Stuart, Rhonda and Holly,

Thank you for the email and for the introduction. Rhonda, I had a brief conversation with Stuart this morning and in summary, it is my view that Stuart should go through the process of determining your entitlements in the fund currently, and once that is done, we can book you in to have a preliminary conversation with one of our senior lawyers to see whether there is relief available in the family law jurisdiction. It would be much easier for us to give this advice after Stuart has performed his portion of work – in this regard you are in very capable hands.

Please let me know when the SMSF entitlement has been established, and we can take it from there!

Many thanks,

Tayla Kilkeary
Director & Principal Solicitor

AVOKAH LEGAL

tayla@avokahlegal.com.au
07 3447 6332
www.avokahlegal.com.au

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🎄 **Merry Christmas from Avokah Legal!** 🎄

As the festive season approaches, our team will be taking a well-deserved break to enjoy the holiday cheer!
Our office will be closed from 12 PM on Friday, 20 December 2024, and we will reopen, refreshed and ready to assist, at 9 AM on Monday, 6 January 2025.
Thank you for your support throughout the year. We wish you a joyful holiday season filled with love, laughter, and relaxation. May 2025 bring peace, prosperity, and new beginnings!

IMPORTANT FRAUD WARNING: Law firms in Queensland have recently had their email accounts hijacked by scammers, with account details for payment substituted with their own. As a result we ask that you DO NOT deposit money to an account nominated by us UNLESS you have first telephoned us to verify the account number by phone. Please do not rely on the phone number in this email, and use a verified phone number on which you have spoken with us in the past. We confirm that will not use bank account details supplied by you without verification by phone.

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Thursday, 2 January 2025 1:07 PM
To: Tayla Kilkeary <tayla@avokahlegal.com.au>
Cc: honda.r@hotmail.com; hollyteganosborne@hotmail.com
Subject: REFERRAL: MS RHONDA KNYVETT



Good afternoon Tayla,

I am writing to refer my client RHONDA KNYVETT whom I emailed you about recently. I have copied her into this email along with her daughter, Holly, who holds her power of attorney and is authorised to instruct you on her mother's behalf..

Rhonda has accepted my advice that she instruct you to determine whether there are any remedies available to her in the Family Law context. I am working with her and Holly regarding other matters relating to her financial situation, especially her SMSF.

Please feel free to contact me directly. Please copy me into any emails exchanged with them to ensure we can work in tandem in assisting her.

Please do not hesitate to contact me with any queries or concerns. I look forward to working with you.

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:

1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.

Email scammers may target law practices, and their clients.
Please therefore:

1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

Subject: Re: MATTER 2 - Accountant response to request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089
Date: Monday, 6 January 2025 at 12:32:06 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Attachments: image002.jpg, image003.png

Dear Stuart,
It looks as though the second part of your email sent at 11.20am is missing content relating to Tayla.

Kind regards,
Holly

From: Stuart Loudon <Stuart@loudonlegal.com.au>
Sent: Monday, 6 January 2025 11:20 AM
To: Holly Osborne <hollyteganosborne@hotmail.com>
Cc: Honda.r@hotmail.com <honda.r@hotmail.com>; Riki Dahm <rikidahm84@gmail.com>
Subject: RE: MATTER 2 - Accountant response to request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089

Holly,

I have no concerns with your proposed response. I would amend the email to clarify that you are seeking the documents stated in your previous email. I am concerned that he has not acknowledged the scope of your previous enquiry so I would suggest you emphasise it in this email.

I spoke with Tayla Kilkeary this morning and

Yours faithfully,

STUART LOUDON
Director and Court-Appointed Costs Assessor

LOUDON LEGAL

Website: www.Loudonlegal.com.au
Level 2/52 McDougall St, Milton QLD 4064TEL: 0429 777 055
E-MAIL: STUART@LOUDONLEGAL.COM.AU

FIND US ON LINKEDIN: https://www.linkedin.com/company/loudon-legal/?viewAsMember=true

PLEASE NOTE:
RE: CONFIDENTIALITY AND LEGAL PRIVILEGE
This email (and its attachments and other content) may be confidential or privileged.
If you are not the intended recipient, then please:
1. Email the sender by reply email (with no other recipients other than the sender) to inform us you received the email incorrectly.
2. Delete it from your records without forwarding or showing it to anyone.
Email scammers may target law practices, and their clients.
Please therefore:
1. Contact us by telephone to confirm all bank account details before making any transfer of funds.
2. Look for emails with bank account details that appear altered.

sccay that reiterate the point

From: Holly Osborne <hollyteganosborne@hotmail.com>
Sent: Monday, 6 January 2025 11:09 AM
To: Stuart Loudon <Stuart@loudonlegal.com.au>
Cc: Honda.r@hotmail.com; Riki Dahm <rikidahm84@gmail.com>
Subject: MATTER 2 - Accountant response to request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089
Importance: High

Dear Stuart,

In terms of the next steps, unless you hold objection, I would like to proceed with issuing the below email in response to the Accountant. Please advise of if you suggest further detail included.

Dear Mr Wrangell
As no information or documentation has been provided in the past by the fellow trustee, I require that all requested materials be provided within the requested timeframe, irrespective of any outstanding items. This is essential to ensure compliance and to move forward with the necessary processes.
Given the questionable conduct of the fellow trustee, I also request that you immediately provide all information that has been submitted by Garth Osborne relevant to the 2024 financial year, including a detailed list of any outstanding items from Garth, specifying what remains pending. These items should be prioritised and provided without further delay.

I appreciate your prompt and full cooperation in this matter.

Kind regards,

From: rhonda knyvett <honda.r@hotmail.com>
Sent: Monday, 6 January 2025 10:17 AM
To: holly tegan <Hollyteganosborne@hotmail.com>
Subject: Fwd: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089

Sent from my iPhone

Begin forwarded message:

> **From:** David Wrangell <david@prctax.com.au>
> **Date:** 6 January 2025 at 09:48:34 AEST
> **To:** honda.r@hotmail.com
> **Subject: FW: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089**
>
> Hi Rhonda
>
> I just about have the 2024 SMSF tax return completed.
> Just waiting on a few items from Garth.
>
> Can I send the information once I have the 2024 tax return done?
> That way you have the most current numbers.
>
> Regards
>
> David Wrangell
> Accountant & Registered Tax Agents
> Pine Rivers Consulting
> PO Box 54 / 14 Mecklem Street
> STRATHPINE QLD 4500
> P: (07) 3205 2881
> Email: david@prctax.com.au
>
> Like our facebook page to get up to date Tax Information

From: PRCAdmin <prcadmin@prctax.com.au>
Sent: Monday, 6 January 2025 9:45 AM
To: David Wrangell <david@prctax.com.au>
Subject: FW: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089

From: rhonda knyvett <honda.r@hotmail.com>
Sent: Friday, 3 January 2025 4:01 PM
To: PRCAdmin <prcadmin@prctax.com.au>
Cc: tegan holly <Hollyteganosborne@hotmail.com>
Subject: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089

Dear Mr. David J. Wrangell,

I trust this message finds you well.
As a trustee of the Ultra Super Fund ABN 41 873 921 089, alongside Mr. Garth Wilfred Osborne, I am both a trustee and a client of your services, in the same capacity as Mr. Osborne.

Accordingly, pursuant to my rights and obligations as a trustee and client, I am entitled to request and receive the documentation and records outlined below.

The documents requested have not been previously provided and have been withheld by Trustee Garth Osborne. As such, I formally request the following documentation and records relating to the Fund's management and compliance:

In relation to the annual audit of the Fund:
1. *Details of the auditor appointed to audit the SMSF, including all documentation provided to the auditor for the preparation of the SMSF Annual Return (SAR) and associated financial statements.*

For the previous 5 years:
1. *Accounting records detailing all transactions and the financial position of the SMSF.*
2. *Documentation evidencing decisions made regarding benefit payments (whether pension, lump sum, or a combination) and the accounts from which such payments were made.*
3. *Annual operating statements and statements reflecting the SMSF's financial position.*
4. *Copies of all SMSF annual returns lodged with the ATO.*
5. *Copies of transfer balance account reports submitted to the ATO.*
6. *Any other statements or documentation lodged with the ATO or provided to other superannuation funds as required.*

For the previous 10 years:
1. *Minutes of trustee meetings, including all decisions made.*
2. *Records documenting all trustee changes.*
3. *Trustee declarations acknowledging the obligations and responsibilities of any trustee or director of a corporate trustee appointed after 30 June 2007.*

4. *Written consents from members to be appointed as trustees.*
5. *Copies of all reports provided to members.*
6. *Documented decisions pertaining to asset management and acquisitions.*

Additional Records:
1. *Income tax records, including those related to deductions, capital gains, and losses.*
2. *Records of early access to superannuation, including evidence that the member met the relevant condition of release.*
3. *Documentation regarding concerns or issues related to early access to superannuation.*
4. *Asset valuation records for the purpose of the Fund's annual audit, in accordance with the Fund's compliance obligations.*

As you are aware, trustees are legally obligated to ensure that all SMSF assets are valued at market value annually, and these valuations must be accurately reflected in the Fund's accounts, statements, and annual returns. It is therefore essential that the requested information be provided promptly.

*I request that the above documents be supplied within **seven (7) days** of the date of this email.*

Thank you for your immediate attention to this matter.

Regards,

Rhonda Knyvett
Trustee, Ultra Super Fund
Sent from my iPhone

Subject: MATTER 2 Fw: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089
Date: Monday, 6 January 2025 at 12:18:35 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: stuart@loudonlegal.com.au <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>
Attachments: image001.png

Dear Stuart
Please find below correspondence for your records.

From: rhonda knyvett <honda.r@hotmail.com>
Sent: Monday, 6 January 2025 12:17 PM
To: David Wrangell <david@prctax.com.au>
Cc: holly tegan <Hollyteganosborne@hotmail.com>
Subject: Re: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089

Dear Mr Wrangell

I am writing to formally reiterate and emphasize my request for the documentation outlined in my previous email correspondence of 3 January 2025. As no information or documentation has been provided to date by the fellow trustee, it is imperative that all requested materials are delivered within the stipulated timeframe, regardless of any outstanding items. This is critical to ensuring compliance with our obligations and facilitating the necessary procedural steps.

Furthermore, in light of the questionable conduct exhibited by the fellow trustee, I require that you immediately provide all relevant materials submitted by Garth Osborne pertaining to the 2024 financial year. This should include a detailed and comprehensive list of any outstanding items from Mr. Osborne, with clear identification of those which remain pending. These outstanding items must be prioritized and furnished without further delay.

I trust you will give this matter the urgent attention it requires and look forward to receiving the requested materials without delay.

Regards,

Rhonda Knyvett

Trustee, Ultra Super Fund

On 6 Jan 2025, at 09:48, David Wrangell <david@prctax.com.au> wrote:

Hi Rhonda

I just about have the 2024 SMSF tax return completed.
Just waiting on a few items from Garth.

Can I send the information once I have the 2024 tax return done?
That way you have the most current numbers.

Regards

David Wrangell
Accountant & Registered Tax Agents
Pine Rivers Consulting
PO Box 54 / 14 Mecklem Street
STRATHPINE QLD 4500
P: (07) 3205 2881
Email: david@prctax.com.au

Like our facebook page to get up to date Tax Information

From: PRCAdmin <prcadmin@prctax.com.au>
Sent: Monday, 6 January 2025 9:45 AM
To: David Wrangell <david@prctax.com.au>
Subject: FW: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089

From: rhonda knyvett <honda.r@hotmail.com>
Sent: Friday, 3 January 2025 4:01 PM
To: PRCAdmin <prcadmin@prctax.com.au>
Cc: tegan holly <Hollyteganosborne@hotmail.com>
Subject: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089

Dear Mr. David J. Wrangell,

I trust this message finds you well.
As a trustee of the Ultra Super Fund ABN 41 873 921 089, alongside Mr. Garth Wilfred Osborne, I am both a trustee and a client of your services, in the same capacity as Mr. Osborne.

Accordingly, pursuant to my rights and obligations as a trustee and client, I am entitled to request and receive the documentation and records outlined below.

The documents requested have not been previously provided and have been withheld by Trustee Garth Osborne. As such, I formally request the following documentation and records relating to the Fund's management and compliance:

In relation to the annual audit of the Fund:
1. *Details of the auditor appointed to audit the SMSF, including all documentation provided to the auditor for the preparation of the SMSF Annual Return (SAR) and associated financial statements.*

For the previous 5 years:
1. *Accounting records detailing all transactions and the financial position of the SMSF.*
2. *Documentation evidencing decisions made regarding benefit payments (whether pension, lump sum, or a combination) and the accounts from which such payments were made.*
3. *Annual operating statements and statements reflecting the SMSF's financial position.*
4. *Copies of all SMSF annual returns lodged with the ATO.*
5. *Copies of transfer balance account reports submitted to the ATO.*
6. *Any other statements or documentation lodged with the ATO or provided to other superannuation funds as required.*

For the previous 10 years:
1. *Minutes of trustee meetings, including all decisions made.*
2. *Records documenting all trustee changes.*
3. *Trustee declarations acknowledging the obligations and responsibilities of any trustee or director of a corporate trustee appointed after 30 June 2007.*
4. *Written consents from members to be appointed as trustees.*
5. *Copies of all reports provided to members.*
6. *Documented decisions pertaining to asset management and acquisitions.*

Additional Records:
1. *Income tax records, including those related to deductions, capital gains, and losses.*
2. *Records of early access to superannuation, including evidence that the member met the relevant condition of release.*
3. *Documentation regarding concerns or issues related to early access to superannuation.*
4. *Asset valuation records for the purpose of the Fund's annual audit, in accordance with the Fund's compliance obligations.*

As you are aware, trustees are legally obligated to ensure that all SMSF assets are valued at market value annually, and these valuations must be accurately reflected in the Fund's accounts, statements, and annual returns. It is therefore essential that the requested information be provided promptly.

*I request that the above documents be supplied within **seven (7) days** of the date of this email.*

Thank you for your immediate attention to this matter.

Regards,

Rhonda Knyvett
Trustee, Ultra Super Fund
Sent from my iPhone

Subject: MATTER 2 - Accountant response to request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089
Date: Monday, 6 January 2025 at 11:09:08 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: stuart@loudonlegal.com.au <Stuart@loudonlegal.com.au>
CC: Honda.r@hotmail.com <honda.r@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>
Priority: High
Attachments: image001.png

Dear Stuart,

In terms of the next steps, unless you hold objection, I would like to proceed with issuing the below email in response to the Accountant. Please advise of if you suggest further detail included.

Dear Mr Wrangell
As no information or documentation has been provided in the past by the fellow trustee, I require that all requested materials be provided within the requested timeframe, irrespective of any outstanding items. This is essential to ensure compliance and to move forward with the necessary processes.
Given the questionable conduct of the fellow trustee, I also request that you immediately provide all information that has been submitted by Garth Osborne relevant to the 2024 financial year, including a detailed list of any outstanding items from Garth, specifying what remains pending. These items should be prioritised and provided without further delay.

I appreciate your prompt and full cooperation in this matter.

Kind regards,

From: rhonda knyvett <honda.r@hotmail.com>
Sent: Monday, 6 January 2025 10:17 AM
To: holly tegan <Hollyteganosborne@hotmail.com>
Subject: Fwd: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089

Sent from my iPhone

Begin forwarded message:

> **From:** David Wrangell <david@prctax.com.au>
> **Date:** 6 January 2025 at 09:48:34 AEST
> **To:** honda.r@hotmail.com
> **Subject: FW: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089**
>
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> P: (07) 3205 2881
> Email: david@prctax.com.au
>
> Like our facebook page to get up to date Tax Information
>
> ---
>
> **From:** PRCAdmin <prcadmin@prctax.com.au>
> **Sent:** Monday, 6 January 2025 9:45 AM
> **To:** David Wrangell <david@prctax.com.au>
> **Subject:** FW: Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089
>
> ---
>
> **From:** rhonda knyvett <honda.r@hotmail.com>
> **Sent:** Friday, 3 January 2025 4:01 PM
> **To:** PRCAdmin <prcadmin@prctax.com.au>
> **Cc:** tegan holly <Hollyteganosborne@hotmail.com>
> **Subject:** Request for SMSF Documentation and Records - Ultra Super Fund ABN 41 873 921 089
>
> *Dear Mr. David J. Wrangell,*

I trust this message finds you well.
As a trustee of the Ultra Super Fund ABN 41 873 921 089, alongside Mr. Garth Wilfred Osborne, I am both a trustee and a client of your services, in the same capacity as Mr. Osborne.

Accordingly, pursuant to my rights and obligations as a trustee and client, I am entitled to request and receive the documentation and records outlined below.

The documents requested have not been previously provided and have been withheld by Trustee Garth Osborne. As such, I formally request the following documentation and records relating to the Fund's management and compliance:

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6. *Any other statements or documentation lodged with the ATO or provided to other superannuation funds as required.*

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4. *Asset valuation records for the purpose of the Fund's annual audit, in accordance with the Fund's compliance obligations.*

As you are aware, trustees are legally obligated to ensure that all SMSF assets are valued at market value annually, and these valuations must be accurately reflected in the Fund's accounts, statements, and annual returns. It is therefore essential that the requested information be provided promptly.

*I request that the above documents be supplied within **seven (7) days** of the date of this email.*

Thank you for your immediate attention to this matter.

Regards,

Rhonda Knyvett
Trustee, Ultra Super Fund
Sent from my iPhone

Subject: MATTER 2 - SMSF - Superannuation & Will
Date: Monday, 6 January 2025 at 10:47:20 AM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: stuart@loudonlegal.com.au <Stuart@loudonlegal.com.au>
CC: Honda.r@hotmail.com <honda.r@hotmail.com>, Riki Dahm <rikidahm84@gmail.com>
Attachments: image.png

Dear Stuart,

Mr Simon Thompson, Senior Associate, Gill & Lane provided the following response regarding an update to Rhonda's Will.

From: Simon Thompson <Simon@lifelegacylegal.com.au>
Sent: Monday, 6 January 2025 10:17 AM
To: Holly Osborne <hollyteganosborne@hotmail.com>; honda.r@hotmail.com <honda.r@hotmail.com>
Cc: rikidahm84@gmail.com <rikidahm84@gmail.com>; Tammy Graham-Slater <Tammy@lifelegacylegal.com.au>
Subject: RE: My Urgent: Will revision

Dear Holly and Rhonda,

Thanks for your emails, Holly.

I note from the email I received on Sunday 5 January at 4:48pm that you have engaged Stuart Loudon of Loudon Legal to provide advice regarding the SMSF.

Regarding Rhonda's Will, superannuation is not an asset that generally forms part of a person's estate which can be dealt with by their Will. Generally speaking, in order for a person's superannuation entitlements to form part of their estate:

- there would need to be a binding nomination in place, which directs the person's superannuation entitlements to their legal personal representative (that is, the executor of their estate);
- the trustee of the superannuation fund would need to make a decision to pay the person's superannuation entitlements to their legal personal representative; or
- the superannuation fund trust deed provisions would need to direct the deceased member's entitlements to their legal personal representative (which is sometimes the case, if there is no binding nomination in place).

In the circumstances, noting that you don't have a copy of the current superannuation fund deed or member statements, it is not possible to say with any certainty how Rhonda's superannuation entitlements will be paid, on her death, or what the value of those entitlements may be.

However, Rhonda's Will contains a statement directing her superannuation benefits (to the extent that they form part of her estate) to be paid in accordance with clause 5 of her Will (which deals with the "balance" of her estate). The Will also contains a request that Rhonda's executors and the trustee of relevant superannuation fund/s cooperate with each other to ensure that her superannuation benefits are paid in accordance with the intent of the Will. That clause is non-binding however, because the Will cannot direct the trustee of a superannuation fund to act in a certain way.

In light of the above, I consider that any update to Rhonda's Will at this time would be premature. Once more information is known about Rhonda's superannuation entitlements, an update may be required. More importantly, in my view, Rhonda should seek to make a binding death benefit nomination at the earliest possible opportunity – I suggest you seek advice from Stuart Loudon about this. In due course, it may be prudent for Rhonda to roll her entitlements in the SMSF out and into another fund – however, I would only recommend that Rhonda do this after seeking advice about the taxation and financial consequences of doing so, as well as the legal process involved in light of the assets held in the SMSF. I expect that Stuart Loudon may be able to assist with that, or refer Rhonda to other appropriate professional advisors as necessary.

Kind regards

Simon Thompson | Senior Associate

T (07) 3521 9090
E simon@lifelegacylegal.com.au
A Level 6, 217 George Street, Brisbane City

LIFE LEGACY LEGAL
(07) 3521 9090
lifelegacylegal.com.au

Subject: Re: MATTER 1- Ledger, Form 11 response & additional matters
Date: Sunday, 5 January 2025 at 8:02:51 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: stuart@loudonlegal.com.au <stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>, Honda.r@hotmail.com <honda.r@hotmail.com>
Attachments: image.png

Dear Stuart

I refer to the email chain below; however, I have revised the information and instructions, so there is no longer a need to reference the previous correspondence.

A ledger (**below**) has been prepared in accordance with the requirements of the *Residential Tenancies and Rooming Accommodation Act 2008* (the RTRA Act). I understand the ledger will need to be provided at the end of the periodic lease, upon request from the lessor/s, and that the record should be retained for at least 12 months after the tenancy. As such, unless I have overlooked any risks, the instruction regarding the risks and disadvantages with providing the ledger is longer be required. I am required to issue the ledger in accordance with the seven-day time period prescribed under the RTRA Act by close of business on Monday, the 6th.

Additionally, I will issue the response (**draft below**) to Form 11 by close of business on Tuesday, the 7th. However, if you review the below draft beforehand, I suggest a single email to be issued by close of business on Monday, the 6th.

Smoke Alarm Installation & Notice of Entry

I have recently become aware that the property requires additional interconnected smoke alarms to fully comply with applicable legislation. I have taken immediate steps to address this by engaging a smoke alarm solutions provider and enrolling the property in their service. I plan to issue a notice of entry to facilitate the installation as soon as reasonably possible next week. Please advise if you foresee any potential issues, or if there is an alternative course of action you would recommend?

Utilities

The power is currently registered in Rhonda's name. Originally there was an arrangement where Garth had agreed not to use Rhonda's letterbox for his mail in exchange for her allowing him to use the credit on the AGL account as the account was in credit due to the $1000 rebate. This arrangement was made after Rhonda was pressured by Garth, who asserted that she was not going to use it and as such did not need it. However, this arrangement broke down, as Garth continued to use her letterbox and has drawn on her power. There is a text exchange in which he stated he would cover the power costs and however given the breakdown in the relationship, no attempts have been made to recover payment. As such, do suggest we switch off the power so Garth and Ann can transfer the account into their own names, or should the account remain in Rhonda's name?

Garth has been responsible for and has been paying the water charges throughout the duration the arrangement. Rhonda has continued to pay the council rates.

Thank you for your prompt attention to these matters,

Kind regards

Holly

RENT LEDGER					
Property address: 18 Magnetic street Boondall					
Amount: $800 per fortnight (based on $400 per week)					
Periodic lessor names: Garth Osborne & Ann Anthonisz					
Property owner: Rhonda Knyvett					
Period		Amount		DATE PAID	Notes
		DUE	PAID		
28/02/2024	3/04/2024	NIL	$0.00	Nil	No payment for 4weeks & No b
3/04/2024	17/04/2024	800.00	$800.00	1/04/2024	
15/05/2024	29/05/2024	800.00	$800.00	13/05/2024	
29/05/2024	12/06/2024	800.00	$800.00	3/06/2024	
12/06/2024	17/07/2024	1,600.00	$1,600.00	14/06/2024	Paid 4 weeks
17/07/2024	31/07/2024	800.00	$800.00	15/07/2024	
31/07/2024	14/08/2024	800.00	$800.00	30/07/2024	
14/08/2024	28/08/2024	800.00	$800.00	9/08/2024	
28/08/2024	11/09/2024	800.00	$800.00	26/08/2024	
11/09/2024	25/09/2024	800.00	$800.00	9/09/2024	
25/09/2024	9/10/2024	800.00	$800.00	23/09/2024	
9/10/2025	23/10/2025	800.00	$800.00	8/10/2024	
23/10/2024	6/11/2024	800.00	$800.00	21/10/2024	
6/11/2024	20/11/2024	800.00	$800.00	4/11/2024	
20/11/2024	4/12/2024	800.00	$800.00	22/11/2024	
4/12/2024	18/12/2024	800.00	$800.00	2/12/2024	
18/12/2024	1/01/2025	800.00	$750.00	16/12/2024	amount recieved was $50 short
1/01/2024	15/01/2024	800.00	$850.00	31/12/2024	amount included the $50 missi
15/01/2024	29/01/2024	-			
29/01/2024	12/02/2024	-			
12/02/2024	26/02/2024	-			
26/02/2024	**28/02/2024 NOTICE TO LEAVE - END DATE OF PERIODIC LEASE**	-			

PROPOSED DRAFT EMAIL - FORM 11 NOTICE OF BREACH

Subject: Response to Form 11 Submission – Refutation of Allegations and Notice of Blackmail

Dear Garth,

I am writing in response to the Form 11 submitted on 31 December 2024, in which you allege that the I have violated the provisions of the Residential Tenancies and Rooming Accommodation Act 2008 (the "RTAA Act"), specifically regarding Sections 61, 62, and 246(a), and assert retaliatory action in contravention of Section 276A. I categorically refute these allegations, and I also wish to address the inappropriate and unlawful actions referenced in your email dated 30 December 2024.

1. No Evidence of Breach of Sections 61 and 62:

There is no evidence to suggest a breach of Sections 61 or 62 of the RTAA Act 2008. The notice to leave issued to you and Ann Anthonisz was fully compliant with the relevant provisions of the Act. There has been no failure on the part to meet the legislative requirements, nor any improper action taken that would trigger the application of these sections.

2. No Retaliatory Action in Violation of Section 276A:

The claim of retaliatory action under Section 276A is entirely unfounded. For Section 276(a) to apply, it is required that:

• The tenant took action to enforce their rights (such as issuing a notice to remedy a breach, requesting repairs, or making a complaint to an authority), and

• The landlord, knowing of such actions, then issued a retaliatory notice, such as a notice to remedy breach or a notice to leave.

In this case, no such action has been taken by you or Ann Anthonisz that would justify the application of Section 276A. The notice to leave was issued for legitimate reasons unrelated to any enforcement of rights or complaints made by you.

3. No Breach of Section 246(a) or Other Relevant Legislation:

The allegation of a breach under Section 246(a) is equally without merit. There is no evidence to suggest I issued the notice to leave or engaged in any action with the intent to intimidate, punish, or retaliate against you. The actions taken were in line with standard matters and unrelated to any protected activity under the RTAA Act.

4. Reference to Email Dated 30 December 2024:

In your email dated 31 December 2024, you requested that the notice to leave be set aside, and the tenancy period extended through to the end of September 2025. You further indicated that failure to comply with this request by 5:00 PM on 2 January 2025 would result in you reporting the matter to various government bodies.

This communication is a clear example of attempted coercion and constitutes blackmail. For the avoidance of doubt, blackmail is defined

under Section 369 of the Criminal Code Act 1899 (Qld) as demanding something with menaces, or threatening to expose information that could be detrimental to another party unless certain actions are taken. The penalties for blackmail are severe, with the offence punishable by imprisonment for up to 14 years. I hereby reject your demand in its entirety.

5. Response to Intimidation and Blackmail:

The attempt to force compliance is not only unlawful but wholly unacceptable. I will not tolerate such intimidation, nor will I comply with illegal demands. Should you and Ann continue to make such threats, I will not hesitate to take immediate legal action.

6. Request for Dismissal of Matter:

Given there is no evidence of a breach of the RTAA Act 2008, and the lack of legal basis for the claims made in the Form 11, I will respectfully request that this matter be dismissed by the relevant regulator. The notice to leave complied with statutory obligations, and there is no legitimate basis for further consideration of this matter.

Furthermore, I strongly advise you and Ann to cease any further attempts at intimidation or blackmail, as such actions will not be tolerated and will be pursued to the fullest extent of the law.

Thank you for your attention to this matter.

Kind regards,

From: Holly Osborne
Sent: Friday, 3 January 2025 1:36 PM
To: stuart@loudonlegal.com.au <stuart@loudonlegal.com.au>
Subject: MATTER 1- Notice to Leave, Notice of Breach & Blackmail

Dear Stuart,

MATTER - Notice to Leave, Notice of Breach & Blackmail

I apologize for the issue with the attachments in my previous email. Please find attached **attachment 2 and 5.**
I have removed attachments 6 and 7 given these are legislation extracts. I am unable to send attachment 8 due to the size, however if required the screen shots can be provided by other means. The screen shot text has been copied and pasted and provided to you in **attachment 5.**

I will send separate email trails so you may review and suggest any amendments relating to each matter. Please let me know if there are any further issues with the attachments.

In terms of this matter, I ask the following questions:
• The power is currently in Rhonda's name. Do you see any potential risks in switching it off so the tenant will need to put the power in their own name?
• Upon review, please confirm whether you are satisfied with my response to the FORM 11, which is due by 7 January.
• I need to draft the ledger by COB on 6 January. Do you see any risks or disadvantages in providing this information?
• I'm aware the property requires additional smoke alarms to be fully compliant. I've taken steps to rectify this and plan to issue a Notice of Entry next week for installation

In terms of the next steps, unless you hold objection, I would like to proceed with issuing the below email to Garth and Ann.

PROPOSED RESPONSE - FORM 11 NOTICE OF BREACH
Subject: Response to Form 11 Submission – Refutation of Allegations and Notice of Blackmail

Dear Garth,

I am writing in response to the Form 11 submitted on 31 December 2024, in which you allege that the I have violated the provisions of the Residential Tenancies and Rooming Accommodation Act 2008 (the "RTAA Act"), specifically regarding Sections 61, 62, and 246(a), and assert retaliatory action in contravention of Section 276A. I categorically refute these allegations, and I also wish to address the inappropriate and unlawful actions referenced in your email dated 30 December 2024.

***1. No Evidence of Breach of Sections 61 and 62**:*

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***2. No Retaliatory Action in Violation of Section 276A**:*

The claim of retaliatory action under Section 276A is entirely unfounded. For Section 276(a) to apply, it is required that:

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in any action with the intent to intimidate, punish, or retaliate against you. The actions taken were in line with standard matters and unrelated to any protected activity under the RTAA Act.

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Thank you for your attention to this matter.

Kind regards,

Warm regards

Holly

Warm regards

Holly

Subject: Subject: Response to Form 11 Submission – Refutation of Allegations and Notice of Blackmail
Date: Thursday, 2 January 2025 at 4:47:34 PM Australian Eastern Standard Time
From: Holly Osborne <hollyteganosborne@hotmail.com>
To: stuart@loudonlegal.com.au <Stuart@loudonlegal.com.au>
CC: Riki Dahm <rikidahm84@gmail.com>, rhonda knyvett <honda.r@hotmail.com>
Attachments: image.png, Attachment 1 31.12.24 RTA FORM 11 - Notice to remedy breach.pdf, Attachment 2 31.12.24 Email Garth Osborne to Rhonda Knyvett - Notice to remedy breach (issueing FORM 11).pdf, Attachment 3 23.12.24 to 31.12.24 Email - Rhonda Knyvett (Issueing F12); Rhonda Knyvett (SMSF request for documentation); Garth Osborne (blackmail).pdf, Attachment 4 23.12.24 RTA FORM 12 - Notice to Leave.pdf

Dear Stuart,

I trust this message finds you well.

As discussed please find below the draft email for review. As mentioned, this email is intended to be issued to Mr. Garth Osborne in response to his submission of the Form 11 Notice to Remedy Breach, as well as the blackmail threat outlined in his email dated 31 December 2024. Should we respond prior to the due date of January 7, or is it avisable to wait until the deadline to avoid creating an expectation of urgency.

Additionally, please note that the following materials are provided to assist with resolving the matter:

- Attachment 1 31.12.24 RTA FORM 11 - Notice to remedy breach
- Attachment 2 31.12.24 Email Garth Osborne to Rhonda Knyvett - Notice to remedy breach (issueing FORM 11)
- Attachment 3 23.12.24 to 31.12.24 Email - Rhonda Knyvett (Issueing F12); Rhonda Knyvett (SMSF request for documentatio...
- Attachment 4 23.12.24 RTA FORM 12 - Notice to Leave
- Attachment 5 Text Message exchange - 27.3 - 20.12 word doc
- Attachment 6 section 61 - 64 of the RTRA Act 2008 (1)
- Attachment 7 section 246(a) of the RTRA Act 2008 - Retaliation
- Attachment 8 Batch Text Message Screen Shots

Due to the size of the files attachment 1 to 4 are attached, attachment 5 to 8 will be emailed in a subsequent email.

Thank you for your attention to this matter.

Warm regards

Holly

Subject: Response to Form 11 Submission – Refutation of Allegations and Notice of Blackmail

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Thank you for your attention to this matter.

Kind regards,