

Contact : Anthony Ryan
Phone : (07) 4132 8900
Email : aryan@pblaw.com
Our Ref : BU007784M/20211018:APR

16 July 2021

Mr K Scanlan
Scanlans Mobile Welding
45 George Street
BUNDABER QLD 4670

By Registered Post

And by Email: sales@scalansmobilewelding.com.au and
scanlan73@bigpond.com

Dear Mr & Mrs Burke,

**Re: SB Burke Super Pty Ltd as trustee for the SB Burke Super Fund
ABN 66 517 283 731 Lease to Keith Scanlan trading as Scanlans
Mobile Welding
Premises at Shed 1, 41 Alexandra Street, Bundaberg East ("the
Premises")**

We act for the Landlord.

Our client instructs us that:

1. you are the Tenant pursuant to a Lease Agreement dated 24 August 2020, but not signed, though the parties have, by their conduct adopted that Lease and in particular you have been paying the Rent in accordance with that Lease since 13 August 2020;
2. you are currently in arrears having failed to pay the Rent due on 13 June 2021 and have not paid the Rent for the month commencing 13 July 2021; and
3. you have repeatedly blocked access to other users in adjoining premises and have used the Common Property, which is outside of the Premises, without our client's consent and expressly against our client's direction and specifically have failed to comply with our client's direction to remove your personal property, plant and equipment, rubbish and other items from the Common Property.

Please find **enclosed** Notice to Remedy Breach of Covenant.

Our client believes that a reasonable time for you to remedy the breach would be twenty-one (21) days from the date of this Notice to Remedy Breach of Covenant and if you fail to do so, then by a further Notice our client will terminate the Lease by giving a further notice to you.



ESTABLISHED 1887

PAYNE

BUTLER

LANG

SOLICITORS &
NOTARY PUBLIC

Partners

Anthony Ryan
Notary Public
Bruce Dalton
Glen Krebs
Geoffrey Cunningham
Jason Greig
Amanda Weier

Solicitor
Jessica Yates

QUNABA HOUSE
2 Targo St
Bundaberg Q 4670

PO Box 649
Bundaberg Q 4670

Telephone
(07) 4132 8900
Facsimile
(07) 4152 2383
info@pblaw.com
www.pblaw.com

Out of an abundance of caution, our client will not extend the current Lease beyond 13 August 2021 when the Lease expires on 12 August 2021 and you must vacate the Premises by that date.

If you argue that the Lease is a periodic tenancy, though that is not conceded, then you may treat this letter as notice terminating under the Holding Over provision under the previous Lease with effect from one (1) month from the date of service of the Notice constituted by this letter.

On behalf of our client, we demand payment of the Rent and GST due being \$3,187.44 plus GST ("the Debt") within fourteen (14) days of the date of this letter, failing which our client will have no alternative but to institute proceedings in a Court or Tribunal of competent jurisdiction to recover the Debt, interest and costs.

If you have a solicitor, may we strongly recommend you obtain independent legal advice.

Yours faithfully

PAYNE BUTLER LANG



Anthony Ryan LL.B, FANZCN
Senior Partner
Notary Public

Encl.
LC

CC: Mr K Scanlan
Scanlans Mobile Welding
Shed 1, 41 Alexandra Street
BUNDABERG EAST QLD 4670
By Registered Post

CC: Mr S & Mrs B Burke
By Email: sales@scottburkeelectrical.com.au

PLA Form 7
VERSION 1
NOTICE TO REMEDY BREACH OF COVENANT
Property Law Act 1974, section 124


To: **KEITH SCANLAN TRADING AS SCANLANS MOBILE WELDING**
45 George Street
BUNDABERG QLD 4670

The lessee of Shed 1, 41 Alexandra Street, Bundaberg East, Qld 4670 ("the Premises")

With reference to the lease of the Premises unsigned for a term of one (1) year commencing on the 13 August 2020 and the covenants by the lessee to:

- (1) pay Rent and GST; and
- (2) that the Tenant not obstruct access for other existing tenants in adjoining premises or the implied covenant not to use any of the Common Property, adjacent to or outside of the Premises;

and the breach by you of those covenants, **SB BURKE SUPER PTY LTD AS TRUSTEE OF THE SB BURKE SUPER FUND ABN 66 517 283 731** gives you notice and requires you to remedy that breaches by:

- (a) paying the following amounts for arrears and GST, the amount of \$1,753.09 due on 13 June 2021; 
- (b) remove any of your personal property, plant and equipment, machinery, debris and other items from the Common Property so that access is not obstructed and use of the Common Property is available for all tenants and occupiers of the Land in which the Premises is located; and
- (c) to only use the Premises, including for storage of all of your personal property, plant and equipment, rubbish and other items and not use the Common Property on the Land.

DATED this 16th day of July, 2021

**SB BURKE SUPER PTY LTD AS TRUSTEE
OF THE SB BURKE SUPER FUND ABN 66 517 283 731**

By its duly authorised Agent

PAYNE BUTLER LANG

.....
Payne Butler Lang

[NOTE: The lessor will be entitled to re-enter or forfeit the lease in the event of the lessee failing to comply with this notice within a reasonable time - see section 124 of the Property Law Act 1974.]