AGENTS LICENSING BOARD OF THE NORTHERN TERRITORY

REASONS FOR DECISIONS FOLLOWING INQUIRY CONCERNING DISCIPLINARY ACTION AGAINST HELEN PARKER PTY LTD (TRADING AS ELLIS PARKER REAL ESTATE) HELEN DEUTROM AND CHRISTINA INGLES

Applicants	Kira Danvers and Samuel Danvers
Respondents:	Helen Parker Pty Ltd (trading as Ellis Parker Real Estate) Helen Deutrom Christina Ingles
Date and time of hearing:	15 May 2026, 10.30 am
Venue:	Gurrumbuy Room, level 6, NT House 22 Mitchell Street Darwin
Reason for Inquiry:	To hold an inquiry pursuant to sections 44 and 68(4) of the *Agents Licensing Act 1979* to determine if there are grounds for disciplinary action to be taken against Christina Ingles, Helen Parker Ltd (trading as Ellis Parker Real Estate) and Helen Deutrom
Agents Licensing Board:	Robert Bradshaw, Chair Lea Aitken, Board Member (Consumer representative) Carol Need, Board Member (Real estate representative) Kerri-Ann Laurence, Board Member (Real estate representative)
Representation:	Nil
In attendance:	Helen Deutrom, respondent Christina Ingles, respondent Kevin Kadagamar Department of Trade, Business and Asian Relations, Counsel Assisting Laine Cornish, Senior Board Support Officer, Department of Trade, Business and Asian Relations

Introduction

1. On 11 March 2026, the Agents Licensing Board (the Board) considered a report from the Registrar of Land, Business and Conveyancing Agents relating to an application dated 27 May 2024 (though lodged with the Department on 11 July 2024) (the application) by Kira Danvers (applicant 1) and Samuel Danvers (applicant 2) (collectively the applicants) concerning Helen Parker Pty Ltd (trading as Ellis Parker Real Estate) (the agent), Helen Deutrom and Christina Ingles (agent's representative) (collectively, the respondents).

2. The application related to the management of a property by the agent in circumstances where the husband of the agent's representative conducted the business that was making repairs to the property. There were complaints about conflicts of interest, acting not in accord with the client's interests, failure to collect the correct bond and failure of business manager to provide adequate supervision.
3. Based on the information provided by the Registrar, the Board resolved to hold an inquiry under sections 44(5) and 68(4) of the *Agents Licensing Act 1979* (AL Act), to determine whether there are grounds under section 44 of the AL Act for disciplinary action to be taken against the agent's representative or under section 67 of the AL Act for disciplinary action to be taken against the agent and Helen Deutrom.
4. The grounds of inquiry identified by the Board regarding the agent, Helen Deutrom and the agent's representative were:
    (1) The agent's representative failed to manage conflict of interest (concerning her husband's role as the operator of the contractor (the contractor) for work on the property)
    (2) The agent's representative did not act in the best interests of the applicants in respect of the tenants having early access to the property
    (3) The agent (through the agent's representative and Helen Deutrom failed to collect the correct amount of bond from the tenants
    (4) Helen Deutrom failed in her responsibility as business manager to provide adequate supervision of the agent's representative

5. .

6. At the beginning of the hearing on 15 May 2026 Helen Deutrom made the point that she was not actually the business manager at the time of most of the events covered by this complaint. As set out in paragraph 11 Helen Deutrom was during most of that period an agent's representative with another person acting in the role of the business manager. This fact may affect the extent to which Helen Deutrom had any responsibility as "business manager". The actual business manager appears to have taken no part in the events relating to the building works. But for the incorrect identification of Helen Deutrom as being the business manager at the time when the Board decided to conduct an inquiry the actual business manager would have been made a party to the proceedings as being responsible for the overall operation of the agency (including responsibility for dealing with conflicts of interest).

Notification of the application

7. On 1 August 2024, the agent and Helen Deutrom were notified of the complaint/application with a request to respond by 29 August 2024.

8. The agent/business manager responded on 24 September 2024. The agent's representative responded on 27 August 2024.

Notification of inquiry and provision of draft inquiry book and information from respondent

9. On 8 April 2026, the respondents were provided with a copy of the draft inquiry book (including the matters to be inquired into) and were asked to provide comment by close of business 22 April 2026. Responses were received by the agent's representative on 21 April 2026 and by the agent on 23 April 2026.

Licensing history

10. The agent has a licence valid to 3 December 2029. This licence has been held since 4 December 2022.

11. Helen Deutrom has a licence valid to 22 December 2027. This licence has been held since 6 November 2023. At the time of events covered by this matter, Helen Deutrom was not licensed as an agent. She had been registered as an agent's representative since 14 July 2022. Helen Deutrom has, however, always owned the business.

12. The agent's representative has been registered for 15 years. At the time of the hearing on 15 May 2026 the agent's representative was not registered but was re-registered on 27 May 2026[1]

Role of Agents Licensing Board

13. The AL Act regulates the licensing and conduct of real estate agents, business agents, and conveyancers. The Act outlines the requirements and obligations for agents operating in these sectors, including provisions for licensing, conduct, trust accounts, and dispute resolution.

14. Section 44(5) of the AL Act provides that the Board shall, in respect of a complaint about an agent's representative, hold an inquiry where:

    (a) an application for disciplinary action to made [under section 44]; or
    (b) the Board considers that there may be grounds under section 44(1) for disciplinary action to be taken against an agent's representative.

15. Section 68(4) of the AL Act provides that the Board shall hold an inquiry into a complaint about an agent where:

[1] The previous registration is considered to have expired on 2 May 2026.

‘(a) an application for disciplinary action to be taken against a licensed agent is lodged in accordance with this section or

(b) the Board considers that there may be grounds under section 67 for disciplinary action to be taken against a licensed agent’.

16. The inquiry hearing and process is governed by section 77 of the AL Act. The procedure is at the discretion of the Board, parties may be legally represented, and the Board is not bound by the rules of evidence but may inform itself in such manner as it thinks fit.

Other relevant legislative provisions

Responsibilities of business/branch managers

17. Section 110A(1) of the AL Act provides that ‘a licensed agent must ensure that there is at all times in the agent's service a business manager who is a licensed agent appointed by the agent in respect of each office of the business carried on under the licence.’ Section 110A(5) of the AL Act then provides that a ‘business manager must ensure that he or she exercises substantive and effective control of the day-to-day operations of an office in relation to which he or she was appointed’.

18. Section 110A(5) of the AL Act obliges business managers to have effective and substantial control over the business carried on under the licence.

Conduct

19. Section 64A of the AL Act provides that regulations may prescribe rules of conduct for real estate agents. The rules of conduct are set out in Schedule 4 of the *Agents Licensing Regulations 1979*. The Real Estate Institute of Northern Territory (REINT) has also published a voluntary code of conduct titled ‘Real Estate Practitioners Code of Conduct’ (Code of Conduct). This code was designed to ‘set boundaries of acceptable conduct in real estate practice and define minimum standards of behaviour expected’ of its members.

20. Section 65 of the AL Act provides that a ‘licensed agent must not breach the rules of conduct’.

21. Section 65(4) provides that a company or firm is guilty of a breach of the rules of conduct for agents if:

(a) the company or firm is a licensed agent acting on behalf of a client; and
(b) a director or employee of the company or firm does an act, or fails to do an act, or attempts to do an act, the doing of, or the failure to do, which would, if the director or employee were a licensed agent, make the director or employee guilty of a breach of the rules of conduct for agents.

22. The relevant rules of conduct are:

Part 1 – General Rules

Rule 5: Subject to any other specific rules of conduct, a real estate or business agent must have due regard to and comply with the rules of real estate practice published or approved by the Real Estate Institute of the Northern Territory

The rules of REINT provide:

- A Practitioner should act in the best interests of their client.
- A Practitioner should avoid any conflict of interest.
- A Practitioner in 'effective control' of a real estate business should properly supervise the business and ensure that employees of the business comply with the Code and legislation.
- A Practitioner should at all times, exercise loyalty to the interests of the Client and should not act in any way which could be construed as being contrary to the best interests of the client.

Rule 11: An agent must exercise due skill, care and diligence in carrying out the agent's duties on behalf of a client.

Rule 12: An agent must exercise due skill, care and diligence when dealing with any person in the course of conducting business as an agent.

Example for rule 12
An agent acting for a vendor must deal with potential purchasers with due skill, care and diligence.

<u>Hearing</u>

23. On 15 May 2026 the Board conducted a hearing.

24. The following materials and evidence were considered by the Board:

    (1) Inquiry Book containing copies of licence certificates and related matters; copy of applications, correspondence between the department with the applicants, Helen Deutrom and the agent's representative, copies of NTCAT decisions and materials provided to NTCAT

    (2) Oral testimony from Helen Deutrom and the agent's representative

25. Helen Deutrom and the agent's representative were sworn in for the purposes of the presentation of their evidence.

26. The applicants did not attend the hearing.

Chronology of events

27. Below is a chronology of events based on the information and supporting evidence provided by the applicants and respondents:

Date	Events Details	Document
Prior to 2023	Applicants self-manage the property.	N/A
January 2023	Applicants relocate from Darwin to Adelaide.	(Document 1)
April 2023	Applicants arrange with Helen Deutrom for a sales appraisal on the property. This followed a referral by the mother of applicant 2. The outcome was a decision that the property be rented. Helen Deutrom arranges for the agent's representative to deal with the property	Document 69
Unknown	The agent's representative and her husband attended the property. The agent's representative showed her husband the works to be completed. The husband provided a quote which was accepted by applicant 1 on 16 August 2023	Document 53
26/7/23	Helen Deutrom texts the applicants: "*Christina has organized a quote for some items, and she can get you rental appraisal today*	Document 30
27/7/23	Helen Deutrom emails the applicants a list of repairs required prior to leasing, and a comparative market analysis. The agent's representative commences as property manager and main point of contact for the applicants.	Document 10 – 11 Document 76
2/8/23	Applicants text the agent's representative querying if there is a trust account to transfer funds for the repairs into and expresses the requirement of a good paper trail for tax purposes.	Document 11
9/8/23	The agent's representative texts the applicants various photos of the property that require repairs. The agent's representative texts the applicants '*I'm making sure the boys leave the other job and do your house first! (Explicit) the other house'.*	Document 11
10/8/23	Applicants text the agent's representative asking if the contractor has a quote for them to look over, or if he is happy to commence the repairs and the applicants can look at a quote later. The agent's representative responds advising that the contractor states it is $4,500 for materials now, and then he will let her know more. The agent's representative states that the contractor wants to order the gate motor now and get that up. Applicants respond advising they are happy to pay over the phone or the contractor can call her once he has ordered the gate motor, as the applicants have not transferred money into a trust account yet. The agent's representative responds, advising she will organise the contractor to send through his bank details to the applicants.	Document 11
16/8/23	The agent's representative emails the applicants a quote sent from the contractor. Applicants respond asking if the contractor wants to chat about some details.	Document 12 Document 11 Document 77

	Applicants make payment of $5,000 into the contractor's bank account. The agent's representative texts applicants "*His just told me he received the money. He will purchase everything tomorrow and they will commence works asap! Told him not to worry about the house and make a start on yours as I think I have a few people who might be interested.*"	Document 11 Document 53
25/8/23	Residential management agreement between applicants and the agent commences.	Document 28
29/8/23	The agent's representative texts applicants with photos of completed repairs.	Document 11 Document 59
15/9/23	Applicants text the agent's representative querying if tenants are paying to store their vehicles and personal belongings at the property prior to the lease commencing.	Document 11
25/9/23	Residential tenancy agreement commences.	Document 29
26/9/23	The agent's representative emails the applicants an invoice for works completed by the contractor Applicants respond to the agent's representative's email requesting a breakdown of work and copies of receipts for the extra materials, for tax purposes. Applicants email and text the agent's representative querying if the tenants had early access to the property prior to the lease commencing on 25 September 2023.	Documents 11 and 13
27/9/23	Applicants text Helen Deutrom to set up a meeting with applicant 2' mother to act on behalf of the applicants.	Documents 24 and 69
28/9/23	The agent's representative emails the applicants an updated invoice from the contractor.	Document 15
2/10/23	The contractor emails the applicants an invoice for work completed by the contractor. Helen Deutrom and applicant 2's mother meet and discuss the applicants' concerns regarding the agent's representative and work completed by the contractor.	Documents 16 and 25
7/10/23	Applicants cease their residential property management agreement with the agent.	Document 27
6/11/23	Business manager obtains a real estate agents' licence	Public register
18/10/23	Lawyers become involved in dealing with dispute between the applicants and the contractor	Documents 49, 50, 51
21/11/23	Applicants commence residential property management agreement with another agent	(Document 1)
30/11/23	New agent becomes aware of the incorrect bond money collected by the agent (email to Helen Deutrom)	Document 23
15/11/23	Business manager responds to the new agent advising incorrect bond money was collected from the tenants.	Document 23
	Contractor commences legal proceedings with Northern Territory Civil and Administrative Tribunal (NTCAT) regarding dispute over outstanding monies for the building works	
1/12/23	Business manager becomes the actual business manager for the agent	
11/7/24	Applicants lodge application for disciplinary action.	Document 1
7/8/24	NTCAT hearing the contractor v Kira Danvers.	Document 82

24/2/24	The agent's representative is no longer employed by the agent	Document 5
27/8/24	NTCAT decision (NTCAT decided in favour of the contractor)	Document 82
29/9/24	NTCAT internal review decision (affirmed the original decision)	Document 84

28. The facts set out in the chronology also need to be read in light if the strong evidence of personal relationships involving the applicants, the family of the applicants, Helen Deutrom and the contractor. The relationships were not strictly commercial.

Assessment

29. The Board may take disciplinary action against a licensed agent on one or more of the grounds outlined in section 67 of the AL Act. In particular, the Board may take disciplinary action if a licensed agent has been guilty of a breach of the rules of conduct for agents' (section 67(1)(c) of the AL Act. The Board may also take disciplinary action on "any other reasonable ground which in the opinion of the Board, is sufficient to warrant revocation of the licence of the agents" (section 67(1)(m) of the AL Act).

30. Similar provisions apply in respect of agent's representatives (section 44 of the AL Act).

General principles

31. The purpose of disciplinary proceedings is to maintain proper ethical and professional standards, primarily for the protection of the public, but also the protection of the profession.

32. In occupational disciplinary matters, an issue needs to be proven to the reasonable satisfaction of the decision maker, having regard to the seriousness of the allegation made, the inherent unlikelihood of the occurrence of a given description (or the inherent improbability of an explanation) or the gravity of the consequences flowing from a particular finding.

<u>Details of alleged conduct</u>

33. The broad details of the complaints are set out in paragraph 2 with details set out in the chronology.

34. An additional fact to highlight is that most of the key events relating to the engagement of the contractor occurred before the signing of the management agreement on 25 August 2023.

Ground (1): Failure of agent's representative to manage a conflict of interest

Complaint

35. The complaint was that the agent's representative did not adequately manage the potential conflict as property manager and as the spouse of the contractor. The main elements of the complaint were that the agent's representative recommended her spouse's business to undertake extensive repairs without clearly documenting any relevant benefits to herself or the basis for any view that

he would be more affordable without there being a formal quoting process. The second element was that she then remained involved in correspondence about the works rather than distancing herself from the decision-making and communications.

Responses from the agent's representative

36. The agent's representative responded to the complaint on 27 August 2024 as follows:

(1) that her personal relationship with the contractor had been disclosed to the applicants and noting the personal friendship between applicant 2 and her husband;
(2) that applicant 1 engaged the services of the contractor;
(3) that during the period of the works there were no direct communications between herself and the applicants about the works;
(4) She attended the property to send photos of progress to applicant;
(5) she arranged for a tenancy;
(6) there were no complaints until after the building works were completed, and an invoice sent.

37. On 21 April 2026, the agent's representative, as a response to the inquiry book, provided a further submission to the department. In summary the agent's representative:

(1) advised again that her personal relationship with the contractor had been disclosed to the applicants;
(2) that there was a dispute over payment with the matter being determined by the NTCAT

Responses from the agent/business manager

38. The agent/Helen Deutrom responded to the complaint on 24 September 2024 by:

(1) advising that she had known the parents of applicant 2 since she was a teenager with applicant 2's mother having referred applicant 1 to her regarding a possible sale of the property;
(2) setting out the circumstances in which the property came to be a rental rather than a sale property;
(3) describing her role in getting the property into better shape;
(4) stating her view that, but for the various personal circumstances, she would not ever have taken on the property as a rental property;
(5) saying that she provided applicant 1 with a list of repairs required to be made before the property could be leased;

(6) stating that on 28 July 2023 applicant 1 sought advice as to whether they should start organising trades (for the repairs/maintenance);

(7) stating that subsequently, applicant 1 advised that she had engaged the contractor, mentioning positively the personal relationship between applicant 1's husband and the contractor;

(8) stating that she was often on site as were the parents of applicant 2;

(9) stating that she was not involved in any of the quotes relating to the building works;

(10) stating that since the loss of management of the property she has instituted a policy whereby any works carried out by family or friends need to identify all costs and scope of works, disclose the work being carried out and must be personally approved by her if above a specified amount

(11) stating that she believes that the agent's representative "acted in what she believed was the best interests of [the applicants] to get them a cost-effective outcome. I believe this is reflected in the pricing they have provided of cost of works they imply need to be spent to remedy works carried out".

39. On 23 April 2026, the agent provided a submission in relation to the inquiry book. In summary the agent:

(1) noted the various personal relationships;

(2) noted that the works had been arranged directly between the applicants and the contractor;

(3) noted that the applicants had dealt directly with the agent's representative concerning tenancy matters

(4) noted that family members of the applicants had been heavily involved with the works on the property

(5) stated that she had not been provided with or asked to approve the scope of works for the contractor;

(6) since this matter, the agent has implemented stronger compliance measures, acknowledged the bond error, updated systems and reinforced policies and oversight to prevent recurrence.

Facts

40. The critical facts are:

(1) In June 2023, the agent appointed the agent's representative as the manager of the property under the supervision of Helen Deutrom.

(2) In July 2023, the agent's representative inspected the property and identified that significant repairs were required to render it suitable for occupation. The agent's representative's husband, the contractor, operates a maintenance business trading as CMM Maintenance. The agent's representative did identify the contractor as her husband to the applicants and the applicants accepted this. And one of the applicants knew the agent's representative's husband prior to this interaction.

(3) The first quote for the repairs to the property was sent by the agent's representative to the applicants. Subsequent invoices were sent by the agent's representative to the applicants through email;

(4) The agent's representative gave evidence that she played no role in her husband's business.

(5) Applicant 1 requested that expenses for the works be handled through the agents trust account. The agent's representative responded by providing the contractor's bank account details.

(6) In response to questions from Counsel Assisting about the request for payments to be made via the trust account, the agent's representative could provide no real explanation of her answer other than that she believed the query related to the usual income and payments relating to the tenancy.

(7) All the other contractors (e.g. electricians) were paid directly by the applicants. The agent's representative made many of the arrangements (e.g. obtaining quotes) regarding the other contractors.

Findings regarding ground (1)

41. The Board's findings regarding ground (1) are:

(1) there was a conflict of interest. At various times it would not have been clear to the applicants whether the agent's representative was working for her spouse or for the applicants.

(2) the subsequent handling of the repair works was not managed in a manner that appropriately addressed the conflict. The agent's representative remained directly involved in obtaining and transmitting quotes and invoices for work undertaken by her husband's business without demonstrable steps being taken to distance herself from the decision-making process or to otherwise mitigate the conflict.

(3) The Board has not identified any intention by the agent's representative to arrange matters for the benefit of her spouse at the expense of the applicants. Nor is there any evidence that the applicants suffered any loss arising from the work completed by the contractor. This is

said noting that NTCAT found in favour of the contractor concerning the dispute over the monies payable for the works.

42. This failure of the agent's representative to manage the conflict of interest is a breach of rule 5 (REINT Code concerning conflicts of interest) and is also a breach of rule 11 (failure to exercise due skill, care and diligence).

Ground (2): Failure of the agent's representative to act in best interest of the applicants concerning early access of the tenants to the property

43. The complaint relating to ground (2) was:

(1) prior to the commencement of the tenancy, the agent's representative permitted the tenants to store vehicles and personal effects at the property more than a week before the lease was signed and before rent was payable. This arrangement was implemented without prior consultation with, or approval from, the applicants, and no rent was charged for the period.

(2) Despite the applicants raising queries about rent being payable for the use of the property during this time, no response was provided.

Facts regarding ground (2)

44. In the written submissions, none of the respondents contested the basic facts. However, at the hearing, the agent's representative gave evidence that she had discussed (by phone) the parking of the vehicles and that it had been "agreed" that the tenants could park the vehicles before the tenancy commencing. By the time applicant 1 raised a problem with the parking of the vehicles, the tenants had left Darwin (and so were not in a position to do anything about the parking). The inference from the evidence of the agent's representative was that applicant 1 was belatedly seeking payment.

45. To an extent the evidence given by the agent's representative is supported by written material provided by applicant 1. In her email of 30 July 2025 to the department (document 9) applicant 1 indicates that the agent's representative advised her that she should agree to the tenants leaving the vehicles on the property as there had not been many applications for the rental of the property.

46. There is, however, no evidence that the applicants actually agreed to the parking of the vehicles.

Findings regarding ground (2)

47. The Board finds that there was no written agreement or other writing that would justify the agent's representative giving the tenants any use of the property prior to the commencement of the tenancy.

48. Allowing early use of the property without the applicants' consent demonstrates a failure to keep the applicants properly informed and to act in their best interests. This is a breach of rule 11.

Ground (3): Failure of the agent to collect the correct amount of bond money from the tenants

49. The complaint was that while the residential tenancy agreement required a four-week bond, the agent provided conflicting information to the tenants as to the amount payable, resulting in only two weeks' bond being collected. Helen Deutrom gave evidence that the error arose from a typo in an email sent to the tenants. The error was not identified or rectified by the agent or the agent's representative despite subsequent opportunities to do so. The failure to ensure that the correct bond was collected, together with inaccurate financial reconciliation, was alleged to demonstrate lack of due skill, care and diligence by the agent's representative and Helen Deutrom.

50. The issue with the bond amount was identified by the new property manager after the applicants terminated the management agreement with the agent.

Facts and issues regarding ground (3)

51. None of the respondents contested the facts set out in the previous paragraph.

52. The bond handling and financial reconciliation were inaccurate, exposing the applicants to potential financial risk. In total, the bond required to be paid was $2600, however only $1300 was collected from the tenants.

Finding regarding ground (3)

53. Failure to collect the correct security deposit is a breach of rule 11 – constituting a lack of due skills, care and diligence concerning the interests of the applicants as their clients.

Ground (4): Failure of Helen Deutrom to provide adequate supervision of the agent's representative

54. Concerns were raised by the applicants regarding the management of the property by the agent's representative and the repair work undertaken by the contractor, including through multiple phone calls, emails and text messages. There was a meeting between Helen Deutrom and the mother of applicant 2.

55. Despite involving Helen Deutrom, the issues were not resolved, and the applicants were advised by Helen Deutrom that the matter was between themselves and the contractor. The handling of these concerns raises questions as to whether Helen Deutrom exercised adequate supervision and oversight of the agent's representative in accordance with her responsibilities. Some of these matters were as follows:

(1) Between 27 July 2023 and 7 October 2023, the applicants made numerous phone calls, sent text messages and emails, and attended a meeting to raise concerns regarding the management of the property. The applicants received few responses to their enquiries, resulting in a lack of effective communication and unresolved issues.

(2) The applicants also raised concerns regarding repair work undertaken by the contractor and the overall management of the property. Those concerns were not resolved, and the applicants were advised that issues relating to the repair work were a matter between themselves and the contractor.

Facts and issues regarding ground (4)

56. These matters raise issues as to whether the licensed agent provided appropriate supervision and oversight of the agent's representative and contractor, and whether the respondents exercised due skill, care and diligence and acted in the applicants' best interests.

57. To the extent that Helen Deutrom was the supervisor of the agent's representative she failed to provide adequate supervision of the agent's representative in the performance of her duties. This included a failure to identify and manage an actual or potential conflict of interest, a failure to detect and rectify the incorrect bond amount collected from the tenants. These matters indicate a lack of effective oversight by the agent.

58. The management agreement was in place for the period 25 August 2023 - 7 October 2023. Helen Deutrom became a licensed real estate agent on 7 November 2023. This means that, in terms of general principle[2], Helen Deutrom could not have been the actual business manager for the period of the alleged breaches.

Finding regarding ground (4)

59. The Board considers that it is likely that Helen Deutrom was the person within the agency with practical responsibility for supervising the agent's representative. However, as she was not business manager during the relevant period, she cannot be guilty of failures relating to being a business manager. However, the finding in paragraph 57 applies to the agent as the employer of Helen Deutrom.

Summary of findings

60. The Board finds that:

(1) The agent's representative failed to appropriately handle a conflict of interest
(2) The agent's representative failed to exercise due skill, care and diligence in permitting the tenants use of the property without the approval of the applicants.
(3) The agent failed to exercise due skill, care and diligence in not collecting the correct amount of the security deposit.

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[22] Section 110A of the AL provides that agents must have a business manager who is a licensed agent. Section 111 of the AL Act provides for the circumstances where there is no requirement to have a business manager. There is no suggestion that section 111 applied during the period 25 August 2023-7 October 2023.

(4) The agent is also guilty of breaches (1) and (2) (application of section 65(4) of the AL Act, as set out in paragraph 21).

Penalties

61. The powers of the Board after the inquiry into a licensed agent are outlined in section 68 of the AL Act as follows:

> *"68. If, at the conclusion of an inquiry conducted under section 68(4), the Board is satisfied that it is authorised to take disciplinary action against a licensed agent, the Board may do one or more the of the following:*
>
> *(1) reprimand or caution the agent;*
> *(2) by written notice, impose a fine not exceeding 50*[3] *penalty units on the agent;*
> *(3) by written notice, suspend the licence of the agent until the expiration of the period, or the fulfilment of a condition, specified in the notice;*
> *(4) by written notice, revoke the licence of the agent."*

(2) All the possible penalties are serious for persons in professions and licensed occupations. They all adversely impact on reputation. The outcomes of this matter, including the penalties, will be published as required by section 84A(1) of the AL Act.

Submissions on penalty

62. On or about 22 June 2026 the respondents were provided with the Board's proposed decisions and reasons for the decisions. They were given the opportunity to make submissions concerning the proposed penalties.

63. On 29 June 2026 Helen Deutrom provided a submission. The agent's representative made no submission.

64. In summary Helen Deutrom submitted:

(1) Proposed penalty (15 penalty units) is disproportionate having regard to the findings and past decisions of the Board;
(2) Noted the various mitigating factors as outlined in the Board's decision (relating to matters such as no dishonesty or deliberate misconduct, no evidence of any financial loss, claimed implementation of new procedures).

65. Helen Deutrom also submitted that the name of the business manager should be published.

[3] 50 penalty units is $9250 for the period 1 July 2024 – 30 June 2025. *Penalty Units Regulations 2010*

66. The Board does not intend to publish the name of the person who was the business manager during most of the events covered by this inquiry. The Board is also of the view that there would be little utility in conducting another inquiry in respect of that person's role in respect of the events covered by this matter or, indeed, that person's role in respect of the agency as a whole.

67. The Board also accepts that the proposed penalty regarding the agent is larger than some previous penalties. This reflects the fact that over recent years the Board has been refining its approach to penalties with the development of a penalty framework as set out in following paragraphs.

Explanation of the Board's approach in determining the penalty

68. In previous decisions, the Board has outlined some principles or factors for determining the appropriate penalty.[4] These were based principles laid out by the Western Australian State Administrative Tribunal for determining actions to be taken for breaches of occupational codes of practice and laws.

69. These 12 principles along with an assessment of the application of them to the Board's findings in this matter, are:

1. *any need to protect the public against further misconduct by the agent.*

   Not applicable in so far as the issues appear to have arisen from a set of circumstances not likely to be repeated.

2. *the need to protect the public through general deterrence of other agents from similar conduct.*

   Not applicable in so far as the issues relating to the repairs, incorrect security deposit and car parking appear to have arisen from a set of circumstances not likely to be repeated.

3. *the need to protect the public and maintain public confidence in the profession by reinforcing a high professional standard and denouncing transgressions and thereby articulating the high standards expected of the profession such that, even where there may be no need to deter an agent from repeating the conduct, the conduct is of such a nature that the Tribunal should give an emphatic indication of its disapproval*.

   There is a need to ensure that clients and others have confidence that agents have effective supervision of their employees.

[4] See decision dated 23 January 2024, paragraph 101

4. *in the case of conduct involving misleading conduct, including dishonesty, whether the public and fellow agents can place reliance on the word of the agent.*

Not applicable

5. *whether the agent has breached any legislation or industry codes of practice or guidelines and whether such a breach was intentional.*

The Board has found breaches of rules of conduct but that the breaches arise from inadvertence or negligence rather than dishonesty.

6. *whether the agent's conduct demonstrated incompetence, and if so, to what level*.

The conduct was the result of inexperience and personal issues rather than incompetence.

7. *whether or not the incident was isolated such that the Tribunal can be satisfied of the agent's worthiness or reliability for the future.*

The conduct was isolated.

8. *The agent's disciplinary history*

There have been no other disciplinary matters for the agent or the agent's representative.

9. *Whether or not the agent understands the error of his or her ways, including an assessment of any remorse and insight (or a lack thereof) shown by the agent, since an agent who fails to understand the significance and consequences of misconduct is a risk to the community.*

The Board considers that the agent and the agent's representative both have a real understanding of the general nature of the breaches found to have been committed.

10. *the desirability of making available to the public any special skills possessed by the agent.*

Not applicable.

11. *The agent's circumstances at the time of the conduct and at the time of imposing the sanction. However, the weight given to personal circumstances cannot override the fundamental obligation of the Tribunal to provide appropriate protection of the public interest in the honesty and integrity of real estate sales representatives and in the maintenance of proper standards of real estate sales representative practice.*

The Board notes that the underlying problem was the lack of supervision with the apparent absence of any control from the licensed agent who was formally in the role of business manager (and who was not a party in the proceedings).

12. *Any other matters relevant to the agent's fitness to practise and other matters which may be regarded as aggravating the conduct or mitigating its seriousness. In general, mitigating factors such as no previous misconduct or service to the profession are of considerably less significance than in the criminal process because the jurisdiction is protective not punitive.*

Not applicable.

Framework for penalties

70. The Board's current framework in imposing penalties is as follows:

(1) Penalty of cancellation:

This occurs in circumstances that include:

i. where the agent has demonstrated a comprehensive inability or desire to comply with key regulatory obligations under the AL Act. For example, failure to complete numerous audits with no obvious excuse;

ii. where the agent has demonstrated comprehensive incompetence in providing professional services or in dealing with clients or third parties

(2) penalty of suspension:

This occurs in circumstances that include elements of the factors for cancellation, but the Board considers that there is a strong possibility, particularly for regulatory matters, that the agent may be able remediate the issues

(3) penalty of a maximum/large fine (40-50 penalty units):

This occurs in circumstances that include severe breaches concerning regulatory compliance or severe breaches when dealing with clients or third parties in circumstance that appear to be isolated or one off but are such that if repeated would be such that the licence would be cancelled or suspended. For example, dishonesty, gross failure to cooperate with investigations by the department or with inquiries by the Board

(4) penalty of a moderate fine (20-39 penalty units)

This occurs in circumstances where the breaches in regulatory compliance or when dealing with clients or third parties are such as to suggest systemic problems in complying with the AL Act in providing services. Often the client or third party will have suffered financial loss

(5) penalty of a small fine (1-19 penalty units)

This occurs in circumstances where there have been breaches in regulatory compliance or when dealing with clients or third parties that are of a relatively minor nature – and where the department, clients or third parties have not been significantly disadvantaged by the breaches

(6) penalty of a caution

A caution will be given, usually in conjunction with suspension or fine, if the Board considers that there is a specific action that the agent must manage in order not to be the subject of further disciplinary action

(7) penalty of a reprimand

A reprimand will be given for minor breaches that the Board does not consider to be systemic and where the client and third parties have not been significantly disadvantaged. Generally, the agent in dealing with the department, the Board and clients/third parties will have been cooperative

(8) in all cases regard will also be had as to the extent to which the agent has cooperated with the department and the Board relating to both resolving issues, accepting fault and in learning from the regulatory response.

71. The Board has also taken into account past decisions on matters similar to those dealt within in this matter, as set out in the following table:

Date[5]	**Name of decision**	**Maximum fine**[6]	**Summary of misconduct**	**Penalty**
11/9/25	Nguyuen v Elite and Mark Bernattek	$9250	body corporate manager- breach of rules concerning calling of meetings, provision of documents for meetings, recording of decisions from meetings, dealing with disputes and issues. No evidence that the complainant suffered any loss but there had been a potential for loss	fines of $2500 (approx. 13.5 penalty units (for the agent and $1250 (approx. 6.7 penalty units) for the business manager
23/1/24	Salimi v Milgate and Milgate Real Estate	$8100	**Misconduct**: breaches of the *Residential Tenancies Act 1999*, breach of rule 12 when dealing with a tenancy application, breaches of the Act regarding the handling of trust monies,	$2500 for business (approx. 14 penalty units), manager, $2500 for company

[5] Generally, this is the date on the department's website. It should be date of the decision. However, sometimes it is the date of publication on the web site

[6] The maximum fine is set in terms of penalty units. The value of a penalty unit for each year is reviewed in accordance with CPI with effect from 1 July. See table at end of this document for penalty unit values over the past 20 years.

			failure to cooperate in the investigation, previous adverse disciplinary findings	
15/11/23	Glazebrook v George & Hucent Pty Ltd, Adam and Kelly	$7900	Unprofessional conduct of various employees. Interference with a tenant's quite enjoyment of the rented property. Rude and improve communications.	Reprimand for company and fine of 40 penalty units $6320
15/11/23	Pickett V Unigar	7900	Failure to exercise due skill, care and diligence in the letting of a house, honour and dignity of the profession not upheld – misrepresentation about the stare of the premiss in advertisements Evidence that the agent had received education about responsibilities under the *Residential Tenancies Act 1999*. Agent had been the subject of earlier complaints.	Reprimand and fine of 20 penalty units ($3140) on the company (disciplinary proceedings were not taken against any of the employees)
12/4/23	Lupino v O'Donoghue and Molara Pty Ltd	8100[7]	Sustained breaches of obligations under a tenancy management agreement (albeit not to cause significant loss to the landlord), evidence of upgraded procedures, previous adverse disciplinary decision (2014)	Fine of 15 penalty units ($2430)
5/5/21	Ordogh (and others) v Whittles Body Corporate	7700[8]	Failures in dealing with an application to approve the keeping of a pet – agent assumed the application was approved because the relevant owner had more than 50% of the unit entitlements, with	Caution regarding dealing with dog application

[7] The written decision suggests that the Board was under the incorrect view that the maximum penalty was $16,200
[8] Section 69 was amended on 11 December 2019 of the *Statute Law Revision and Repeals Act 2019* to give the Board power to impose, in respect of a single breach, more than one of the penalties set out in section 69. For example, after that day the Board could impose both a fine and a revocation.

	Management Pty ltd		admissions that there had not been due care, skill and diligence. Failure to comply with the provisions of the Unit Titles Act (articles). Failures concerning the obtaining of insurance	20 penalty units ($3080) regarding the obtaining of insurance
21/8/17	Pope v Jones		Failures of communication with client (landlord) relating the use of the bond and other matters – e.g. itemised details of bond payments etc Board found that the agent failed to exercise due skill etc	Reprimand plus direction to supply missing information and provide a set of policies concerning …

72. The Board considers that the breaches arose from the failure of the agent to exercise effective control over the two agent's representatives who dealt with the applicants. The Board notes that the maximum penalty for breach of section 110A of the AL Act (being the section that requires that an agent have a business manager in effective control) is 2500 penalty units for a corporate licence holder. This large penalty indicates Parliament's requirement that there be effective supervision. Whilst, in this inquiry, the Board did not consider any allegation of a breach of section 110A, the Board has taken the legislated penalty into account ins determining that the lack of supervision is serious matter.
73. However, the Board has determined that the various mitigating factors described in these reasons, mean that the breach outlined in the finding in paragraph 60(4) is relatively minor; especially having regard to the extent of the initial strong personal relationships that affected the behaviour of the agent's representatives.

74. It is plain that the agent did not have the right policies in place to protect itself or its clients.

75. The Board imposes the following penalties:

    (1) a fine of 15 penalty units[9] ($2650) to be paid by Helen Deutrom;

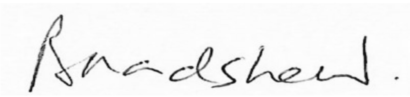
    (2) a fine of 5 penalty units ($880) to be paid by the agent's representative.

[9] As at the time of the breaches (July 2023) the value of a penalty unit was $176

(2) The Board directs that the fines be paid by the agent and the agent's representative within 60 days of the date of these written reasons.

<u>Right of review</u>

76. Section 85(3) of the AL Act provides that an affected person can apply to the Northern Territory Civil and Administrative Tribunal for a review of decisions of the Board.
77. For the purposes of section 85(3), "affected persons" include the applicants, agents and agent's representatives affected by the decisions.
78. An application for review must be made within 28 days of the day of notification to an affected person of the decision in this matter[10].



Dated 27 July 2026

Robert Bradshaw

Chairperson (for Agents Licensing Board of the Northern Territory)

[10] In this matter, notification will occur when the parties are provided with this document.