

DECISION

Case number: NDR008-25
Applicant: David Walker
Respondent: Fusun Batey
Before: Member Bishop
Date: 23 April 2025
Proceeding type: Directions Hearing

IT IS THE DECISION OF THE TRIBUNAL BY CONSENT THAT:

1. **On or before 4:00pm on 27 June 2025, Fusun Batey** must:
 - (a) remove the African Tulip tree situated on her land (described as Tree 1 in Tim Scott's Arborist Report dated 17 January 2022) (Tree 1); and
 - (b) remove the Chinese Elm tree situated on her land (described as Tree 2 in Tim Scott's Arborist Report dated 17 January 2022) (Tree 2); and
 - (c) remove the three clumps of Golden Canes (described as Tree 3 in Tim Scott's Arborist Report dated 17 January 2022) (Tree 3).
2. The removal of Tree 1, Tree 2 and Tree 3 outlined in Order 1 must include stump grinding and, if required, poisoning to ensure Tree 1, Tree 2 and Tree 3 are dead and do not regrow.
3. **Fusun Batey** must engage a competent contractor with appropriate insurances (including Public Liability Insurance) (the Elected Contractor) to undertake the removal work outlined in Order 1 and Order 2.
4. If required, **David Walker** must allow **Fusun Batey's** Elected Contractor access to his land to undertake the removal work outlined in Order 1 and Order 2 subject to **Fusun Batey** giving **David Walker** three (3) days' notice.
5. **Fusun Batey** will be responsible for all costs associated with the removal work outlined in Order 1 and Order 2.
6. If **Fusun Batey**, fails to undertake any of the work outlined in Order 1 and/or Order 2 (the Outstanding Work), **David Walker** can engage his own competent contractor with appropriate insurances (including Public Liability Insurance) to enter **Fusun Batey's** land and carry out the Outstanding Work subject to **David Walker** giving 14 days written notice of that intention to **Fusun Batey**.
7. The costs incurred by **David Walker** engaging his own competent contractor with appropriate insurances (including Public Liability Insurance) to undertake the Outstanding Work in default of **Fusun Batey** is recoverable from **Fusun Batey** as a debt without further notice being required to be given.
8. Upon a contract for the sale of **Fusun Batey's** land becoming unconditional, **Fusun Batey's** real estate agent must inform **David Walker** via email (as outlined in his

Application for a tree dispute) the contract's settlement date (the Settlement Date) and **David Walker** must, via email, provide **Fusun Batey's** real estate agent the details of his nominated bank account (Bank Account).

9. **Within 14 days of the Settlement Date, Fusun Batey** must deposit the sum of \$2,750 into **David Walker's** Bank Account.

Signed

A circular seal of the Queensland Civil and Administrative Tribunal (QCAT) is visible. The text around the seal reads "QUEENSLAND CIVIL AND ADMINISTRATIVE TRIBUNAL". Overlaid on the seal is a handwritten signature in black ink, which appears to be "Bishop".

Member Bishop
Queensland Civil and Administrative Tribunal