

DECISION

Case number: NDR110-26
Applicant: Ivan Cameron
Respondent: Remi Vandenberg
Pamela Joy Van Den Berg
Before: Member Poteri
Date: 23 SEPTEMBER 2026
Proceeding type: Compulsory Conference
Initiating document: Application for a Tree Dispute filed 12 May 2026

IT IS THE DECISION BY CONSENT THAT:

1. The application is dismissed
1. Regarding tree 2;
 - a) The respondents, must, at their cost, remove tree 2 (as noted as T2 in the photograph filed in the Tribunal on 22 July 2026) and poison any stump of tree 2 by 4pm on 30 March 2027.
 - b) The respondents shall be entitled to retain any stump of tree 2.
 - c) If the respondents fails to undertake the removal of tree 2 and the poisoning of any stump of tree 2 as outlined in orders 1(a) and (b) hereof ("Incomplete Work), the applicant shall be entitled to undertake any Incomplete Work on the giving of 28 days' notice in writing to the respondent. If this occurs, then the applicant's elected contractor shall be entitled to enter the respondent's land and carry out any of the Incomplete Work.
 - d) If the respondents undertake all the Incomplete Work prior to the expiration of the 28 days' notice period as outlined in Order 1(c) hereof, the applicant's or the applicant's contractor's entitlement to enter the respondents' land is extinguished and there will be no obligation for the respondent to pay any monies to the applicant.
 - e) Any costs incurred by the applicant in engaging a contractor to undertake any of the Incomplete Work in default of the respondents undertaking such Incomplete Work after the 28 days' notice has expired shall be recoverable from the respondents as a debt without further notice being required to be given by the applicant to the respondents.
2. Regarding the maintenance of trees, vines and vegetation along the common fence line;
 - a) The respondents must, at their cost, prune and maintain all trees, vines and vegetation (for a length of 50 metres from the front street boundary of the common boundary fence) that is over 2.5 metres in height and extend 0.5 metres over the common boundary fence by 4pm on 30 March 2026.
 - b) The respondent must undertake the annual pruning and maintenance as required in order 2 (a) hereof on 30 March each year.
 - c) If the respondents fail to undertake any of the pruning and maintenance work outlined in orders 2(a) and (b) hereof ("Incomplete Work), the applicant shall be entitled to undertake any Incomplete Work on the giving of 28 days' notice in writing to the respondents. If this

occurs, then the applicant's elected contractor shall be entitled to enter the respondents' land and carry out any of the Incomplete Work.

- d) If the respondents undertake all of the Incomplete Work prior to the expiration of the 28 days' notice period as outlined in Order 2(c) hereof, the applicant's or the applicant's contractor's entitlement to enter the respondents' land is extinguished and there will be no obligation for the respondent to pay any monies to the applicant.
- e) Any costs incurred by applicant in engaging a contractor to undertake any of the Incomplete Work in default of the respondents undertaking such Incomplete Works after the 28 days' notice has expired, shall be recoverable from the respondents as a debt without further notice being required to be given by the applicant to the respondents.

FIDDLEWOOD TREE

3. Regarding the stump;

- a) The applicant shall be entitled, at his cost, to remove part of the fence to grind down and poison the stump on the seventh page of the applicant's submission filed in the Tribunal on 20 August 2025, provided that the applicant gives 48 hours' notice in writing to the respondents.
- b) If the applicant undertakes the works as outlined in order 3 (a) hereof then the applicant must, at his cost, reinstate the fence with all fence palings extending down to ground level.
- c) If the respondent fails to properly reinstate the fence as outlined in order 3 (b) hereof ("Incomplete Work") the respondents shall be entitled to undertake any Incomplete Work on the giving of 28 days' notice in writing to the applicant. If this occurs, then the respondents' selected contractor shall be entitled to enter the applicant's land and carry out any of the Incomplete Work.
- d) If the applicant undertakes all of the Incomplete Work prior to the expiration of the 28 days' notice period as outlined in Order 3(b) hereof, the respondents' or the respondents' contractor's entitlement to enter the applicant's land is extinguished and there will be no obligation for the applicant to pay any monies to the respondents.
- e) Any costs incurred by respondents in engaging a contractor to undertake any of the Incomplete Work in default of the applicant undertaking such Incomplete Work after the 28 days' notice referred to in Order 3(c) hereof has expired, shall be recoverable from the applicant as a debt without further notice being required to be given by the respondents to the applicant.

- 4. Pursuant to s 78(1) of the *Neighbourhood Disputes (Dividing Fences and Trees) Act 2011* (Qld) this Order will lapse 10 years after the day on which this order is made.

Signed



Member Poteri
Queensland Civil and Administrative Tribunal