

## DECISION

**Case number:** NDR016-11

**Applicant:** Mrs Pauline Hislop & Mr Clifford Hislop

**Respondent:** Mr Ken Burns

**Before:** Elizabeth Benson-Stott

**Date:** 19 October 2012

---

IT IS A DECISION OF THE TRIBUNAL THAT, BY CONSENT:

1. The registered owner of the lot at 17 David Street, THORNESIDE QLD 4158 ("the Tree-Keeper") arrange to have the following works carried out on the tree/s the subject of the dispute ("the Initial Works").
  - (a) Tree 1, the *Eucalyptus tereticornis* be removed.
  - (b) Tree 2, the *Macadamia integrifolia* be pollarded to the previous points.
2. The registered owner of the lot at 17 David Street, THORNESIDE QLD 4158 ("the Tree-Keeper") arrange to have the following works carried out on the tree/s the subject of the dispute ("the Subsequent Works").
  - (a) Tree 2, the *Macadamia integrifolia* will be maintained every two to three years when growth extends over the Applicant/s property.
  - (b) If a decision is made by "the Tree-Keeper" to remove the tree after the initial pollarding occurs, "the Tree-Keeper" will inform the Applicant/s in writing, and after removal of the tree will inform the Tribunal in writing within fourteen (14) days of the removal.
3. The Initial Works and the Subsequent Works to be completed within 60 days of the date of this decision.
4. The Initial Works and the Subsequent Works are to be carried out by an appropriately insured Arborist with a minimum qualification of Australian Qualification Framework (AQF) level 3 and be supervised by an Arborist with a minimum qualification of AQF 5.
5. All works should be completed by those companies that affiliated with either the QAA or AA industry bodies, and have full public liability insurance.

6. In regards to the Initial Works of 1(a) removal of the *Eucalyptus tereticornis* "the Tree-Keeper" will obtain a minimum of three (3) quotes to have the tree removed and supply these written quotes to the Applicant/s. The Applicant/s will respond to "the Tree-Keeper" within seven (7) days of receiving these quotes as to their preferences in order of the quotes of who is to remove the tree. "The Tree-Keeper" and the Applicant's are to agree in writing on who is to undertake the tree removal.
7. Each party will bear the following cost of the Initial Works of 1(a) removal of the *Eucalyptus tereticornis*, as follows:
  - (a) "the Tree-Keeper" will pay ninety (90 %) of the cost of the agreed upon quote.
  - (b) The Applicant/s will pay ten percent (10%) of the agreed upon quote to "the Tree-Keeper" within thirty (30) days of the tree being removed.
8. "The Tree-Keeper" will bear the cost of the Initial Works and the Subsequent Works of the *Macadamia integrifolia* 1(b) and 2 (a) which is to be pollarded, or in the future may be removed by "the Tree-Keeper" 2(b).
9. All parties will bear their own costs in relation to this proceeding except in relation to the costing agreed to in this compulsory conference as outlined above.
10. The Applicant/s hereby withdraw their application.

*E. Benson-Stott*

Elizabeth Benson-Stott  
Member  
Queensland Civil and Administrative Tribunal

Date: 19 October 2012