

DECISION

Case number: NDR177-24
Applicant: Alexander Hay Campbell
Janet Eileen Campbell
Respondent: Peter Anyon

Before: Member Bishop
Date: 14 April 2025
Proceeding type: Compulsory Conference
Initiating document: Application for a tree dispute

IT IS THE DECISION OF THE TRIBUNAL BY CONSENT THAT:

1. **On or before 4:00 pm on 31 July 2025 Peter Anyon must:**
 - a) reduce the height of the bamboo hedge situated on **Peter Anyon's** land adjacent to the parties' common boundary from the front of his block to the point where **Alexander Hay Campbell** and **Janet Eileen Campbell's** Colourbond fence ends (Bamboo Hedge 1) to 4.2 metres above the ground level of **Peter Anyon's** land; and
 - b) remove all the bamboo and grind out the bamboo roots and rhizomes that are situated on **Alexander Hay Campbell** and **Janet Eileen Campbell's** land from the end of their Colourbond fence to the northern boundary of their land; and
 - c) remove all the bamboo and grind out the bamboo roots and rhizomes that are situated on **Peter Anyon's** land 500 millimetres (0.5 metres) and less from the parties' common boundary from the end of **Alexander Hay Campbell** and **Janet Eileen Campbell's** Colourbond fence to the northern boundary of his land (Bamboo Hedge 2); and
 - d) remove any bamboo in Bamboo Hedge 2 that is overhanging **Alexander Hay Campbell** and **Janet Eileen Campbell's** land.
2. In the months of **February, July** and **October Peter Anyon** must undertake ongoing maintenance of the bamboo to:
 - a) trim Bamboo Hedge 1 back to a height of 4.2 metres above the ground level of **Peter Anyon's** land; and
 - b) remove all the bamboo and grind out the bamboo roots and rhizomes that are situated on **Peter Anyon's** land 500 millimetres (0.5 metres) and less from the parties' common boundary in Bamboo Hedge 2; and
 - c) remove any bamboo in Bamboo Hedge 2 that is overhanging **Alexander Hay Campbell** and **Janet Eileen Campbell's** land.
3. The first ongoing maintenance of Bamboo Hedge 1 and Bamboo Hedge 2 will occur in **October 2025** and the last ongoing maintenance of Bamboo Hedge 1 and Bamboo Hedge 2 will occur in **July 2035**.

4. **Peter Anyon** must engage a contractor with appropriate insurances (including Public Liability Insurance) (the Elected Contractor) to undertake the initial work outlined in Order 1 and the ongoing maintenance outlined in Order 2. The Elected Contractor must have the required skills to undertake the work outlined in Order 1 and Order 2 to a competent standards.
5. If required, **Alexander Hay Campbell** and **Janet Eileen Campbell's** must give the Elected Contractor access to their land to undertake the work outlined in Order 1 and Order 2 subject to **Peter Anyon** giving fourteen (14) days' written notice via email.
6. **Peter Anyon** will be responsible for all costs associated with the work outlined in Order 1 and Order 2.
7. If **Peter Anyon** fails to undertake any of the work outlined in Order 1 and/or Order 2 (the Outstanding Work), **Alexander Hay Campbell** and **Janet Eileen Campbell's** can engage their own competent contractor with appropriate insurances (including Public Liability Insurance) to enter **Peter Anyon's** land and carry out the Outstanding Work subject to **Alexander Hay Campbell** and **Janet Eileen Campbell** giving 14 days written notice of that intention via email to **Peter Anyon** or **Peter Anyon's** representative **Kerry McLean**.
8. The costs incurred by **Alexander Hay Campbell** and **Janet Eileen Campbell's** engaging their own competent contractor with appropriate insurances (including Public Liability Insurance) to undertake the Outstanding Work in default of **Peter Anyon** shall be recoverable from **Peter Anyon** as a debt without further notice being required to be given.

Signed



Member, Bishop

Queensland Civil and Administrative Tribunal