

DECISION

Case number: NDR201-24

Applicant: Damien Kent
Rachael Dwyer

Respondent: Milton Lidgard
Leigh Lidgard

Before: Member Bishop

Date: 30 April 2025

Proceeding type: Compulsory Conference

IT IS THE DECISION OF THE TRIBUNAL BY CONSENT THAT:

1. **On or before 4:00pm on 25 July 2025, Milton Lidgard and Leigh Lidgard** must prune the trees in dispute (identified as four *Duranta Erecta* and one Mock Orange) (Tree 1, Tree 2, Tree 3, Tree 4 and Tree 5) situated on **Milton Lidgard and Leigh Lidgard's** land back behind the parties' common boundary fence (Initial Pruning).
2. **Milton Lidgard and Leigh Lidgard** must engage a suitable contractor with appropriate insurances (including Public Liability Insurance) (Elected Contractor) to undertake the Initial Pruning of Tree 1, Tree 2, Tree 3, Tree 4 and Tree 5 outlined in Order 1.
3. **Damien Kent and Rachael Dwyer** must allow **Milton Lidgard and Leigh Lidgard's** Elected Contractor access to their land to undertake the Initial Pruning outlined in Order 1 subject to **Milton Lidgard and Leigh Lidgard** giving **Damien Kent and Rachael Dwyer** three (3) days' notice.
4. If required, in the months of **January** and **July**, **Milton Lidgard and Leigh Lidgard** must undertake ongoing maintenance and prune Tree 1, Tree 2, Tree 3, Tree 4 and Tree 5 back behind the parties' common boundary fence (Maintenance). The first Maintenance pruning will occur in **January 2026** and the final Maintenance pruning will occur in **July 2035**.
5. If any of the Maintenance pruning requires access to **Damien Kent and Rachael Dwyer's** land, **Milton Lidgard and Leigh Lidgard** must engage an Elected Contractor and **Damien Kent and Rachael Dwyer** must allow **Milton Lidgard and Leigh Lidgard's** Elected Contractor access to their land to undertake the Maintenance pruning subject to **Milton Lidgard and Leigh Lidgard** giving **Damien Kent and Rachael Dwyer** three (3) days' notice.
6. **Milton Lidgard and Leigh Lidgard** will be responsible for all costs associated with the Initial Pruning outlined in Order 1 and the Maintenance outlined in Order 4.
7. If **Milton Lidgard and Leigh Lidgard** fail to undertake any of the work outlined in Order 1 and/or Order 4 (the Incomplete Work) **Damien Kent and Rachael Dwyer** can engage their own suitable contractor with appropriate insurances (including Public Liability Insurance) to enter **Milton Lidgard and Leigh Lidgard's** land and carry out any of the Incomplete Work subject to the **Damien Kent and Rachael Dwyer** giving **Milton Lidgard and Leigh Lidgard** fourteen (14) days' written notice of that intention.

8. The costs incurred by **Damien Kent** and **Rachael Dwyer** engaging their own suitable contractor to undertake any of the Incomplete Work in default of **Milton Lidgard** and **Leigh Lidgard** shall be recoverable from **Milton Lidgard** and **Leigh Lidgard** as a debt without further notice being required to be given.

Signed

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

Member Bishop
Queensland Civil and Administrative Tribunal