



LEGISLATIVE ASSEMBLY

FOR THE AUSTRALIAN CAPITAL TERRITORY

STANDING COMMITTEE ON PLANNING, TRANSPORT AND CITY SERVICES

Jo Clay MLA (Chair), Suzanne Orr MLA (Deputy), Mark Parton MLA

Submission No 3 - Ms Simone Hijazi

Inquiry into Giralang Shops

Received – 18/03/21

Authorised – 25/03/21

From: [REDACTED]
To: [LA Committee - PTCS](#)
Subject: Inquiry into Petition No 4-21 concerning Giralang Shops
Date: Thursday, 18 March 2021 5:58:44 PM

CAUTION: This email originated from outside of the ACT Government. Do not click links or open attachments unless you recognise the sender and know the content is safe.

Good afternoon

As a concerned resident of Giralang who witnesses the abysmal state of the Giralang shops site on a daily basis, I wish for the below questions to be put to the developer. I understand the developer has been invited to attend a public hearing but is yet to accept. Given this matter has dragged on for more than 16 years and the significant effort that residents (current and past) have put into seeking a resolution, I would request that the hearing go ahead regardless of whether or not the developer accepts.

Furthermore, I would like an explanation from the Government about what it is doing to hold the developer to account for its failure to complete (or even start) development by the date indicated in the Crown Lease, being 12 March 2021. What does the Government believe is a reasonable period to allow the developer to continue being in breach of the lease before it will seek to terminate the lease, as it is entitled to do, under Clause 5 of the Lease?

And finally, what will the Government do beyond this Inquiry and any public hearing to expedite the matter to ensure that real action is taken by the developer to commence (and a complete within a reasonable timeframe) the Giralang Shops Development?

In terms of questions to put directly to the developer:

- When can we expect to see the site cleaned up and made safe, especially given its proximity to the preschool and primary school? The site is easily accessible through the perimeter fencing and has become a dumping ground for commercial and residential waste. It is an eyesore. Further, there are many hazards that could cause serious injury. By keeping the site in such disrepair you are in breach of Clause 3 (n) of the Crown Lease. Why have you not adhered to it?

- You requested a variation to the Crown Lease to include residential use, which was subsequently approved, yet the prices you sought for the units were comparable to units selling in the city at that time. In your correspondence to residents in 2020 you stated the fact that the units were not selling as a reason for halting the development. Why were the units so overpriced, and would a drop in price not have promoted further interest allowing the development to go ahead as planned?

- I understand - as outlined by you in a Canberra Times article earlier this year - that you are also waiting to secure an "anchor tenant", presumably a supermarket, before proceeding with the development. I'm not aware of any terms in the Crown Lease that allow a Lessee to dictate the terms under which development is to commence; why do you consider it is acceptable to be in breach of this timeframe and to leave residents of Giralang waiting indefinitely for a local shopping centre? I understand the size limitation (1,000 square meters) imposed under the lease may be a factor, however why has there not been any compromise on your part in terms of the size of the "anchor tenant" that will put an end to this saga (e.g. reducing the size of the proposed supermarket to accommodate,

for example, an IGA)?

Simone Hijazi