



Inquiry into Appropriation Bill 2026–2027 and Appropriation (Office of the Legislative Assembly) Bill 2026–2027

Answer to question taken on notice

Asked by: Mr Thomas Emerson MLA

Addressed to: Suburban Land Agency

In relation to: Discrepancies between SLA plans and Crown leases

Hearing: 30 July 2026

Uncorrected Proof Transcript pp 84-85

Transcript provided: 5 August 2026

Answer Due: 12 August 2026

Mr Lee took on notice the following question(s):

MR EMERSON: I have been engaging with a constituent who purchased a block in Whitlam from the SLA. The plans for that block had a 1.8 metre easement when it was purchased; those plans from the SLA. But plans under the Crown lease show a 3.5 metre easement for rainwater drainage and sewerage. So when he lodged a DA, based on the SLA plans, that discrepancy created a deadlock in the DA process where Icon Water proposed a compromise of a 2.5 easement, which the constituent was okay with, but TCCS continued to refuse, saying that they needed the 3.5 metre easement in case they have to lay pipes there in the future.

Because of that, and having submitted the DA in October of 2025, he has had to continue to pay full mortgage repayments, rates notices, water service fees, for almost two years while the issue has been outstanding. Which seems pretty unfair, given that a community member would have to bear this kind of cost for what looks like an administrative error on part of the SLA. In his words, he says:

It is deeply frustrating to be held financially liable for a block of land that remains a vacant block, solely because the Crown lease does not reflect the plans provided by the SLA at the time of deposit, and currently available on the SLA's website.

I imagine you are aware of this issue. But are you aware of this issue, and how has this been allowed to happen?

Mr Davey: From the start, I am not aware of this specific case. It is surprising to think that it would take two years to resolve. If it was an error on SLA's behalf, it would certainly be

working quickly indeterminately to resolve it. So I think in this case, unless no one seems to have those details, I will have to take that one on notice.

MR EMERSON: Okay. Are there any current policies in place to ensure the SLA is selling land that is aligned with Crown lease conditions?

Mr Davey: Well, I think it is fairly core to our business so it would be—not that we would never make mistakes. I am sure that we do. It would be unlikely and not common that we would make that type of mistake. But it is core to our business.

MR EMERSON: Okay. Other than this case, which you are not aware of, have you heard of any cases, or has anyone in the room been made aware of any cases like this, where a plan is—it does not show easements or shows less or smaller easements than what is actually on the Crown lease?

Mr Davey: I can think of similar things that I have heard raised, where there has been a discrepancy in relation to that type of thing. Not that a particular individual's case is coming to mind. But yes, I think that can happen from time to time, where there might be either an error or a technical issue that needs to be resolved for whatever reason. But again, it is not a thing that comes up weekly. It is pretty uncommon in my experience.

MR EMERSON: Okay. Have you done any kind of—like, when those issues have been raised, not just specifics of the individual issue, but introduced any changes to ensure plans reflect Crown leases? I am asking this—the constituents are protecting themselves has identified two other properties with SLA plans that show no easements, but they can see on ACTmapi that there are easements on those blocks. I think they are for sale now. So is there any process to go and double check and make sure that the SLA's plans are accurate?

Mr Lee: Joey Lee, Executive Director for Place Delivery at the SLA. I have read and acknowledge the privilege statement. Mr Emerson, I would love to get the details of those examples. In the nine or so years that I have been in the Suburban Land Agency, I think there are maybe two or three examples that come to mind, personally. However, if there are specific examples that you can provide us with, obviously it concerns us greatly if there are purchases or people have engaged with the Suburban Land Agency have had to wait for extended periods or there have been inconsistencies in the documentation. What I can say is there is a significant focus on lessons learned within our organisations. So when we find that there is an error or an issue, even if it is human error, we like to dissect that, do a bit of a post-mortem and determine whether there is a systemic issue versus—in some cases, human error is unavoidable.

MR EMERSON: Okay. In this case, is there any—may there be any scope—I accept you have to take the individual information on notice, but given this almost like two year wait, for compensation for the community member because of this error, or is that something that has been provided in the past in relation to the couple of things that you have seen?

Mr Lee: I think, if it is okay with yourself, Mr Emerson, if you could provide the details we would be more than happy to consider the specific circumstances. I would hate to jump in and provide commentary on what kind of resolutions might be available without understanding the circumstances.

MR EMERSON: Okay. Yes, sure. While we are on it, so the couple of locations, these are just ones the architects found that were raised were section 87, block 26, and section 86, block 5. But I do not have the details of where those are at in your pipeline, so yes, have a look.

Mr Lee: We will be able to.

MR EMERSON: Yes, yes, thank you.

ADAM DAVEY The answer to the Member's question is as follows:

In new greenfield estates, SLA may sell land off-the-plan or "land not ready", based on the approved subdivision layout and planning approvals. A Housing Development Guide is prepared which accompanies the sales documentation, outlining preliminary information regarding block details and generalised development requirements relevant to the block. The block details provided are indicative at this stage and are noted as preliminary and subject to survey – with final details to be obtained from Deposited Plans.

As SLA progresses detailed construction design and construction works, design changes may occur to address site conditions, utility provider requirements or other circumstances. These changes are then reflected in the crown lease and deposited plans which are provided to purchasers prior to settlement. The purchaser signs the First Grant Contract which clearly outlines the hierarchy of information, including that the deposited plan prevails in the case of any discrepancy with the Housing Development Guide.

Prior to settlement, purchasers are provided with the Crown Lease and the associated Deposited Plan for their block. These documents outline the block details from the Surveyor General that are the legal requirements in the Crown Lease.

In the case of Block 26 Section 87, the block was settled in August 2024. SLA was contacted by the purchaser in February 2025 where they highlighted the difference between the Housing Development Guide and the Deposited Plan. The SLA assisted the purchaser to obtain approval from utility providers and TCCS for their house design which partially infringed on the easement identified in the Deposited Plan. The house has now been constructed on that block.

Block 5 Section 86 also contains some differences between the Housing Development Guide and the approved Deposited Plan. The block was settled in March 2024. The purchaser has not contacted the SLA with any concerns about the location of the easement.

Approved for circulation to the Select Committee on Estimates 2026–2027

A handwritten signature in black ink, appearing to read 'Adam Davey', is positioned above the printed name.

Signature:

Date: 12/8/2026

By Adam Davey, CEO Suburban Land Agency