



SHAW MEDIATION
AUSTRALIA

Preparing for Mediation Checklist

Lease & Tenancy for Tenants



Thank you for contacting SHAW Mediation to assist with your property matter. To assist you in being ready for the joint session, we've put together a checklist of things you may want to consider as you prepare for mediation. We just want to make sure that the mediation is productive & efficient, and that together we can achieve a better outcome for you.

PART 1—My thoughts heading into Mediation

What questions do I have about the mediation process?

What are my greatest fears going into the Mediation?

Do I need legal advice?

Do I have copies of all relevant paperwork I want?

What extra paperwork do I want to satisfy myself about the situation before mediation?

How much bond has been paid?

PART 2—Who Should Attend to Mediation

Who will be attending with me on the day of mediation? Will there be any lawyers?

Have I spoken to my lawyer about who should attend?

What is the role of my lawyer at the mediation?

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PART 3—Thoughts on Tenancy

What are the current terms of the tenancy agreement?

Have all of the terms of the tenancy agreement been met by me?

Have all the terms of the current tenancy agreement been met by the Landlord?

What changes do I want to this tenancy agreement if the lease is to continue?

What make-good requirements do I need if the lease is terminated or expires?

Will the current bond cover any make-good requirements? If not, what is the quantum required?

What is the chronology of events? What emails and correspondence support the chronology?

PART 4—Evidence

Who else knows about this situation? What was their role? What do they know?

How confident am I in that person as a witness?

What are the documents that support my position? Have I shown them to the other side yet?

PART 5—Future Outlook for Me

How easily will I find another property? Will I sustain a loss if I remain in the current premises?

How long can I remain in the premises remain before it will start costing me?

Would I consider sub-leasing the property?

How much would it cost me to terminate the lease?

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PART 6— Option Generation

What options do I have to improve the relations with the Landlord?

How can the Landlord and I move forward?

Who can help me fix the problem? How much will that cost?

How can I prevent this from ever occurring again?

PART 7—The Outcome

After it is all over, what outcome would I like to have? What is realistic?

What negotiations have occurred so far? Why have they failed?

How much do I estimate I will pay in legal fees, including experts, if it doesn't settle at mediation?

What are the legal barriers to a settlement?

Are there other barriers to settlement?

Have I received written advice from my lawyer about all this?

Has any offer of settlement been made to the other side? Why have I rejected it? Why didn't I accept it?

Are there any guarantees or releases required?

Are there any relevant time constraints or time frames?

Any other thoughts, questions, concerns?

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