

MEDIA RELEASE

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FAMILY PAYS \$2,500 FOR HOLIDAY HOUSE BUT OWNER REFUSES TO LET THEM STAY

Consumer Action Law Centre has issued proceedings in the Victorian Civil and Administrative Tribunal on behalf of a client who alleges a holiday house owner wrongly kept her payment for her family holiday.

The client alleges she saw the holiday property advertised on the Stayz website and agreed to rent the property from 1 to 8 January 2010 at a cost of \$2,500.

“By May 2009, our client had paid the holiday house owner the total amount of \$2,500 to secure New Year holiday accommodation for her family. Unfortunately, both our client and her husband lost their jobs over the next six months and money became tight.”

“It is alleged that the holiday house owner represented that she would try to re-let the accommodation and refund the money.”

"It is further alleged that by late December 2009, the client had received no information from the holiday house owner as to whether or not the property had been re-booked and if she would be refunding the monies. Our client also alleges that she advised the holiday house owner that if it was not possible to re-book the property then her family would continue with the booking and take possession of the property on 1 January 2010.

The VCAT application alleges that on 27 December our client advised the holiday house owner that she had seen the house was listed as unavailable for the week of 1 to 8 January 2010 so she assumed that it had been re-booked. Unbelievably, despite numerous efforts to contact the holiday house owner, our client failed to receive any response until 31 December 2009, the night before the house was meant to be available.”

It is alleged that at that time, the holiday house owner told our client that the accommodation had been cancelled, and erroneously advised that there wasn't a refund for cancellation and that 'she cannot be responsible for anyone's loss”

“Our client maintains that if she had been informed that the property hadn't been re-booked and that the moneys weren't to be refunded, her family would have stayed there and enjoyed the holiday they had paid for. Unfortunately, due to the holiday home owner's approach, it appears our client paid for the holiday in full but never received any benefit from it,” Ms Bond said.

“It is alleged that the holiday home owner's conduct in failing to make the property available to our client was a breach of the agreement between them, and our client is seeking a full refund of the money paid. Failing that, the Tribunal is being asked to consider if the holiday home owner took reasonable steps to re-let the property and whether she held onto rent from two parties for the same rental period.

Ms Bond also said that while some traders may feel they can simply say there is no refund in all situations, the law protects consumers from being ripped-off. Certainly, a refund should be paid where a trader has breached the contract, or failed to mitigate its loss.

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