

CITATION: Bolea Savu's Immigration Solutions [2014] QCAT 83

PARTIES: Taniela Bolea
(Applicant/Appellant)
v
Tui Savu t/as Savu's Immigration Solutions
(Respondent)

APPLICATION NUMBER: APL080 -14

MATTER TYPE: Appeals

HEARING DATE: On the papers

HEARD AT: Brisbane

DECISION OF: **Senior Member Stilgoe, OAM**

DELIVERED ON: 14 April 2014

DELIVERED AT: Brisbane

ORDERS MADE: **1. Leave to appeal refused.**

CATCHWORDS: APPEAL – LEAVE TO APPEAL – MINOR CIVIL DISPUTE – DEBT – where migration agent sent costs agreement – where agent invoiced according to agreement – where client failed to pay invoices – where tribunal ordered payment – whether grounds for leave to appeal

Dearman v Dearman (1908) 7 CLR 549
Fox v Percy (2003) 214 CLR 118
Pickering v McArthur [2005] QCA 294
Chambers v Jobling (1986) 7 NSWLR 1

APPEARANCES and REPRESENTATION (if any):

This matter was heard and determined on the papers pursuant to s 32 of the *Queensland Civil and Administrative Tribunal Act 2009* (Qld) (QCAT Act).

REASONS FOR DECISION

[1] In 2011, Mr Bolea engaged Mr Savu to act as his immigration agent. Mr Savu provided a costs agreement, which called for a deposit of \$2,750 and a total fee of \$5,000. Mr Bolea paid \$2,000 deposit, Mr Savu did the work and rendered invoices for the balance owing under the costs

agreement. Mr Bolea did not pay the balance. Two Justices of the Peace, sitting in the minor civil disputes jurisdiction of the tribunal, ordered Mr Bolea pay Mr Savu \$3,587.

- [2] Mr Bolea wants to appeal that decision. He does not point to any error by the learned Justices. Instead, Mr Bolea recites the evidence and submissions he made at the hearing and asks the appeals tribunal to make a different decision.
- [3] Because this is an appeal from a decision of the tribunal in its minor civil disputes jurisdiction, leave is necessary. The principles the appeals tribunal applies when considering an application for leave to appeal are as summarised by Keane JA (as His Honour then was) in *Pickering v McArthur*¹:
- There are numerous authorities, in varying language but with unvarying emphasis, that leave to appeal will usually be granted where there is a *reasonable argument* that the decision is attended by error, and an appeal is necessary to correct a *substantial injustice* to the applicant caused by that error.
- [4] The appeal tribunal will not usually disturb findings of fact on appeal if the evidence is capable of supporting the conclusions.² An appellate tribunal may interfere if the conclusion is 'contrary to compelling inferences' in the case.³
- [5] The learned Justices found that there was a debt. The evidence clearly supports that finding.
- [6] Mr Bolea had two arguments at the hearing. The first was that Mr Savu did not carry out the work under the agreement properly. The learned Justices observed⁴ that Mr Bolea had not raised that issue before the hearing, even though there were emails between the two about the debt and its payment. The learned Justices were right to discount Mr Bolea's submission that the work was not performed competently or in accordance with the contract.
- [7] Mr Bolea's second argument was that the debt was not payable until he found a job. The learned Justices considered the evidence and were not satisfied that this was a term of the agreement. The material on file supports that finding and I can find no compelling reason to take a different view of the facts.
- [8] There is no reasonably arguable case that the learned Justices were in error. Leave to appeal should be refused.

¹ [2005] QCA 294 at [3].

² *Dearman v Dearman* (1908) 7 CLR 549 at 561; *Fox v Percy* (2003) 214 CLR 118 at 125-126.

³ *Chambers v Jobling* (1986) 7 NSWLR 1 at 10.

⁴ Transcript page 1-23, lines 12-15.