



Office of the Inspector

Email: complaints@lginspector.wa.gov.au

Dear Inspector

NOTICE OF DECISION

COMPLAINT OF CONDUCT BREACH No. 2026-01082, 2026-01142, 2026-01206, 2026-01207

I refer to the above complaints of conduct breaches referred to the Adjudicator's Office concerning alleged breaches of Rules 18 and 22 of the *Local Government (Model Code of Conduct) Regulations 2021* by former Councillors Tim Houweling and Bronwyn Waugh.

The Adjudicator has considered the complaints and determined the following outcomes:

Complaint Number	Rule	Respondent	Outcome
2026 - 01082	18	Tim Houweling	No breach
2026 - 01142	18	Tim Houweling	Breach
2026 - 01206	22	Tim Houweling	No Breach
2026 - 01207	22	Bronwyn Waugh	No Breach

In relation to Complaint 2026-01142, the Adjudicator determined that former Councillor Houweling breached Rule 18 by making improper use of his office in sending an email to all Councillors and the CEO on 16 February 2026, which caused detriment to the complainant.

The Adjudicator determined that no sanction should be ordered in respect of the breach.

Yours sincerely

Shannon Wood
Manager Board Governance and Reporting

24 August 2026



Conduct Breach Matters 2026-01082, 2026-01142, 2026-01206, 2026-01207: Adjudicator Findings Report

Legislation	<i>Local Government Act 1995 (WA) and Local Government (Model Code of Conduct) Regulations 2021 (WA)</i>
Complainant	Mayor Greg Milner
Respondent	(Ex) Councillor Tim Houweling (Ex) Councillor Bronwyn Waugh
Local Government	City of South Perth
Responsible Adjudicator	Deputy Adjudicator Lee McIntosh
Finding	1 breach of <i>Local Government (Model Code of Conduct) Regulations 2021 (WA)</i> sch 1 rule 18 by ex Councillor Tim Houweling. No breach of <i>Local Government (Model Code of Conduct) Regulations 2021 (WA)</i> sch 1 rule 22
Date Finding Made	19 August 2026
Sanction	No sanction



Executive summary of findings

1. This is a matter concerning 3 complaints made by Mayor Greg Milner against ex Councillor Tim Houweling and 1 complaint made by Mayor Greg Milner against ex Councillor Bronwyn Waugh.
2. The **Houweling Complaints 2026-01082, 2026-01142 and 2026-01206** were made to the Local Government Inspector (**Inspector**) on 17 February 2026, 10 March 2026 and 23 April 2026 respectively. The **Waugh Complaint 2026-01207** was made to the Inspector on 23 April 2026.
3. The Complainant alleges that the Respondents' actions over a period of months in 2025 – 2026 constitute a breach of the *Local Government (Model Code of Conduct) Regulations 2021* (WA) sch 1 rule 22; and that the Houweling Respondent also contravened rule 18 in December 2025 and February 2026.
4. The Complaints which have been referred to me for adjudication are:

Alleged conduct breach	Allegations
Model Code of Conduct Rule 18 Making improper use of his office to cause detriment to the Complainant	(I): On 16 December 2025, the Houweling Respondent made misleading and false statements to a Council meeting when comparing the Complainant's car allowance with car allowances for Mayors in other local governments (Complaint 2026 - 01082) (II): On 16 February 2026, the Houweling Respondent sent an email to all Councillors and the CEO which was aggressive, inflammatory, accusatory, and disrespectful (Complaint 2026-01142)
Model Code of Conduct Rule 22 Failing to disclose an interest that could reasonably be perceived to adversely affect their impartiality to a Council meeting	(III): The Waugh Respondent did not disclose an interest in the "Raise Me Up" Charitable Trust (which she is a volunteer and patron of) when it had a reasonable expectation of a substantial donation from the Royal Perth Golf Club, when the Council considered matters affecting the Royal Perth Golf Club, being a draft heritage listing of the golf course (28 October 2025), and an application for works on a Crown reserve and a local town planning scheme amendment affecting the golf course (24 February 2026) (Complaint 2026-01207) (IV): The Houweling Respondent did not disclose an interest in the "Raise Me Up" Charitable Trust (which he was a trustee of) when it had a reasonable expectation of a substantial donation from the Royal Perth Golf Club,

	when the Council considered matters affecting the Royal Perth Golf Club, being a draft heritage listing of the golf course (28 October 2025), and an application for works on a Crown reserve and a local town planning scheme amendment affecting the golf course (24 February 2026) (Complaint 2026-01206)
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Rule 18 breaches

5. In respect of Rule 18 Model Code of Conduct:

- (a) Allegation I – the Houweling Respondent made misleading and false statements to a Council meeting when comparing the Complainant's car allowance with car allowances for Mayors in other local governments - I find the Respondent made an improper use of his office but did not cause detriment to the Complainant. I find there was not a breach of Rule 18.
- (b) Allegation II - the Houweling Respondent sent an email to all Councillors and the CEO which was aggressive, inflammatory, accusatory, and disrespectful - I find the Respondent made an improper use of his office which caused detriment to the Complainant. I find there was a breach of Rule 18.

Rule 22 breaches

6. In respect of Rule 22 Model Code of Conduct:

- (a) Allegation III – the Waugh Respondent failed to disclose an interest in the “Raise Me Up” Charitable Trust when it had an expectation of a substantial donation from the Royal Perth Golf Club, when the Council considered matters affecting the Royal Perth Golf Club in October 2025 and February 2026 – I do not find there was an expectation of a donation to the Trust at the time of the council meetings. I find there was not a breach of Rule 22.
- (b) Allegation IV– the Houweling Respondent failed to disclose an interest in the “Raise Me Up” Charitable Trust when it had an expectation of a substantial donation from the Royal Perth Golf Club, when the Council considered matters affecting the Royal Perth Golf Club in October 2025 and February 2026 – I do not find there was an expectation of a donation to the Trust at the time of the council meetings. I find there was not a breach of Rule 22.

No sanction ordered

- 7. I consider the publication of this finding will be sanction enough in respect of the Houweling Respondent's breach of rule 18. I consider the Houweling Respondent was motivated by concerns about good governance and prudent use of local government funds and did not act with improper motivations or for personal reasons. I consider the Houweling Respondent has already suffered a sanction of sorts by resigning from the

Council. I do not consider any other sanction would be reasonable or proportionate and do not order any sanction.

Reasons for decision

Introduction

1. This is a matter concerning 3 complaints made by Mayor Greg Milner against ex Councillor Tim Houweling and 1 complaint made by Mayor Greg Milner against ex Councillor Bronwyn Waugh.
2. The **Houweling Complaints 2026-01082, 2026-01142 and 2026-01206** were made to the Local Government Inspector (**Inspector**) on 17 February 2026, 10 March 2026 and 23 April 2026 respectively. The **Waugh Complaint 2026-01207** was made to the Inspector on 23 April 2026.
3. The Inspector undertook a preliminary assessment of the Complaints and determined that:
 - (a) the allegations fell within the Inspector's jurisdiction;¹
 - (b) the Complaints met the statutory requirements for a breach complaint under the *Local Government Act 1995* (WA) (**LGA**);² and
 - (c) the matter related to conduct that could constitute a conduct breach.³
4. On 21 May 2026, the Inspector referred the Complaints to the Principal Adjudicator pursuant to section 8A.13(1)(a) of the LGA, and the Complaints were allocated to me on 4 June 2026.
5. Responses to the Complaints were received from Respondent Waugh on 19 June 2026 and from Respondent Houweling on 23 July 2026.

The Complaints

6. The Complainant alleges that the Respondents' actions over a period of months in 2025 – 2026 constitute a breach of the *Local Government (Model Code of Conduct) Regulations 2021* (WA) sch 1 rule 22, and that the Houweling Respondent has also contravened rule 18 in December 2025 and February 2026.

¹ Part 8A LGA

² 8A.1. LGA

³ 8A.3 LGA

7. The allegations which are within the jurisdiction I am able to adjudicate on concern the Respondent's actions in table 1 (**Allegations**).

Table 1 – Allegations

Alleged conduct breach	Allegations
Model Code of Conduct Rule 18 Making improper use of his office to cause detriment to the Complainant	(I): On 16 December 2025, the Houweling Respondent made misleading and false statements to a Council meeting when comparing the Complainant's car allowance with car allowances for Mayors in other local governments (Complaint 2026 - 01082) (II): On 16 February 2026, the Houweling Respondent sent an email to all Councillors and the CEO which was aggressive, inflammatory, accusatory, and disrespectful (Complaint 2026-01142)
Model Code of Conduct Rule 22 Failing to disclose an interest that could reasonably be perceived to adversely affect their impartiality to a Council meeting	(III): The Waugh Respondent did not disclose an interest in the "Raise Me Up" Charitable Trust (which she is a volunteer and patron of) when it had a reasonable expectation of a substantial donation from the Royal Perth Golf Club, when the Council considered matters affecting the Royal Perth Golf Club, being a draft heritage listing of the golf course (28 October 2025), and an application for works on a Crown reserve and a local town planning scheme amendment affecting the golf course (24 February 2026) (Complaint 2026-01207) (IV): The Houweling Respondent did not disclose an interest in the "Raise Me Up" Charitable Trust (which he was a trustee of) when it had a reasonable expectation of a substantial donation from the Royal Perth Golf Club, when the Council considered matters affecting the Royal Perth Golf Club, being a draft heritage listing of the golf course (28 October 2025), and an application for works on a Crown reserve and a local town planning scheme amendment affecting the golf course (24 February 2026) (Complaint 2026-01206)

Legislative background and jurisdiction of this adjudication

8. The Inspector may receive many different types of complaints under the LGA. However, only certain types of complaints may be referred to the Principal Adjudicator for determination.
9. Relevantly in this case, the Inspector may refer a complaint to the Principal Adjudicator if the Inspector decides that a breach complaint alleges a conduct breach.⁴
10. A conduct breach is defined in the Act as follows:
 - (1) A Council member commits a **conduct breach** if the member —
 - (a) contravenes a rule of conduct; or
 - (b) contravenes a local law made under this Act, contravention of which the regulations specify to be a conduct breach.⁵

Threshold issue as the Respondents are no longer Councillors

11. Since the time of the Complaints to the Inspector, the Respondents have both resigned as councillors in the City of South Perth.
12. Section 8A.5 (3) of the LGA notes “A breach complaint may be dealt with under this Part even if the council member resigns, is disqualified, is not re-elected or otherwise ceases to hold office as a council member after the complaint is made.”
13. The case of *Chief Executive Officer, Department of Local Government and Communities and Southwell*⁶ is authority that findings may still be made, and sanctions may still be imposed, in respect of a contravention even after a Councillor has left office.
14. The Houweling Respondent referred me to some Local Government Standards Panel decisions which he submitted were authorities that I could not adjudicate the Complaints as he was no longer a councillor. I could not find in these authorities where the issue was specifically considered, and in any event note that the State Administrative Tribunal decision in *Southwell* is more authoritative.
15. *Yates and Local Government Standards Panel*⁷ and *Yates and Local Government Standards Panel*⁸ are authorities which explain that some sanctions may no longer be

⁴ s 8A.13(1) LGA

⁵ s 8A.3. LGA

⁶ [2021] WASAT 153

⁷ [2012] WASAT 23

⁸ [2012] WASAT 59

appropriate if a councillor has left office, but do not preclude complaints being adjudicated in the first place.

Model Code of Conduct

16. Section 5.102A of the LGA defines rule of conduct to mean ‘a provision of the model code that is specified in the model code to be a rule of conduct.’ The phrase model code is defined in the same section to mean ‘the model code of conduct prescribed for the purposes of section 5.103(1)’.
17. The model code prescribed for the purposes of section 5.103(1) of the LGA is in Schedule 1 of the *Local Government (Model Code of Conduct) Regulations 2021* (WA) and is the Model Code of Conduct.
18. The rules that are specified to be “rules of conduct” which I am required to adjudicate on are set out in Division 4 of the Model Code of Conduct.

Model Code of Conduct assumed to be Local Government Code of Conduct

19. A local government must adopt a code of conduct that incorporates the Model Code of Conduct.⁹ While some additions are permitted, a local government is not permitted to ‘include in the adopted code of conduct provisions in addition to the...rules of conduct.’¹⁰ The Model Code of Conduct is taken to be the local government’s adopted code of conduct until the local government adopts a code of conduct.¹¹
20. The City of South Perth has adopted a Code of Conduct, referred to as the *Code of Conduct for Council Members, Committee Members & Candidates*.¹² The most recent code of conduct was adopted on 24 February 2026 (the same day as Allegations III and IV), so it does not apply to conduct the subject of the Complaints before then. I do not have access to a copy of the adopted code of conduct that was in force at the time of the Complaints.
21. However, as the Model Code of Conduct must be incorporated into a local government’s adopted code of conduct and no amendments are permitted to the rules of conduct¹³, it is safe for me to proceed on the basis that the rules of conduct that were in force in the City of South Perth from October 2025 to February 2026 and on 24 February 2026 were in the same terms as those found in the Model Code of Conduct.

⁹ s 5.104(1). LGA

¹⁰ s 5.104(4). LGA

¹¹ s 5.104(5). LGA

¹² [ECM 10310611 v3 Code of Conduct for Council Members, Committee Members and Candidates - March 2026](#)

¹³ s 5.104(4). LGA

No local law breach alleged

22. For the purpose of section 8A.3 of the LGA, regulation 4 of the *Local Government (Local Government Inspector) Regulations 2025* (WA) prescribes that the contravention of a local law as to conduct is also a conduct breach.
23. The term 'local law as to conduct' means a local law relating to the conduct of people at council or committee meetings.¹⁴ The Inspector has not referred any breach of a local law as to conduct to me to adjudicate.

Adjudication does not deal with behavioural breaches

24. My adjudication jurisdiction is limited to the Complaints referred to me by the Inspector under section 8A.13(1)(a) of the LGA. Accordingly, I cannot adjudicate on allegations of behavioural breaches or other matters, even if they arise in the course of my deliberations.

The Complaints process and procedural fairness

25. The Complaints were assessed by the Inspector, who determined that the Allegations could constitute a conduct breaches of Model Code of Conduct Rules 18 and 22.¹⁵ I take this to mean the Inspector decided the Complaints were breach complaints¹⁶ which alleged conduct breach, consistent with the Inspector's referral powers under section 8A.13(1)(a) of the LGA.
26. Before I make a finding, the Respondents must have had with a reasonable opportunity to make submissions on whether or not a conduct breach occurred.¹⁷
27. On 5 June 2026 the Principal Adjudicator sent an invitation to the Respondents to provide them with an opportunity to respond to each of the Complaints.
28. Responses to the Complaints were received from the Waugh Respondent on 19 June 2026 and from the Houweling Respondent on 23 July 2026. Respondent Houweling requested and received an extension of time to provide his response.
29. It is the responsibility of both the Complainant and the Respondents to provide me with all information they wish me to consider.
30. In dealing with the Complaints, I am required act with as little formality as the requirements of this LGA and a proper consideration of the matters before me permit.¹⁸

¹⁴ *Local Government (Local Government Inspector) Regulations 2025* r 4

¹⁵ Local Government Inspector Pre-Assessment Reports for all Complaints, sections 3.3

¹⁶ as defined under LGA s 8A.1.1.

¹⁷ s 8A.18 (1) LGA

¹⁸ s 8B.30 LGA

31. I consider I now have adequate information to make findings (and consider sanctions) in respect of the Complaints.

Overarching principles and standard of proof to determine a conduct breach

32. In making findings on a conduct breach and proposing sanctions, I must have regard to:¹⁹
- (a) the provision of good government by local governments; and
 - (b) the public interest.
33. I must not make a finding of a conduct breach unless I am satisfied that all of the relevant elements are established on the balance of probabilities. I must be satisfied, based on the evidence available to me, that it is more likely than not that the alleged conduct occurred.²⁰
34. I must find that every element of a relevant Model Code of Conduct rule of conduct is established before I find a breach.
35. I have determined the Complaints on the basis of the evidence before me provided by the Inspector, the Complainant, and the Respondent.

Model Code of Conduct Rule 18

36. Rule 18 of the Model Code of Conduct provides:

18. Securing personal advantage or disadvantaging others

- (1) A Council member must not make improper use of their office —
 - (a) to gain, directly or indirectly, an advantage for the Council member or any other person; or
 - (b) to cause detriment to the local government or any other person.
- (2) Subclause (1) does not apply to conduct that contravenes section 5.93 of the Act or *The Criminal Code* section 83.

¹⁹ s 8A.17 LGA

²⁰ s 8A.18 (10) LGA

No contravention of section 5.93 of the LGA or Criminal Code section 83

37. There is no evidence before me to suggest that the subject matter of the Complaints involved a contravention of either section 5.93 of the LGA (disclosure of confidential information) or section 83 of *The Criminal Code* (corruption).
38. Accordingly, I find that I have jurisdiction to determine the allegations of breach of Rule 18 of the Model Code of Conduct.
39. I note my finding does not decide the matter of whether section 5.93 of the LGA or section 83 of *The Criminal Code* apply and the relevant decisions under those laws are not fettered by my findings here.

Allegations I and II

40. The Allegations which are relevant to a breach of Rule 18 are:

(I): On 16 December 2025, the Houweling Respondent made misleading and false statements to a Council meeting when comparing the Complainant's car allowance with car allowances for Mayors in other local governments (Complaint 2026 - 01082).

(II): On 16 February 2026, the Houweling Respondent sent an email to all Councillors and the CEO which was aggressive, inflammatory, accusatory, and disrespectful (Complaint 2026-01142).

Rule 18 – elements

41. For a person to be found in breach of Rule 18 of the Model Code of Conduct, I must be satisfied of the following elements:²¹
 - (a) the person was a Council member at the time of the alleged conduct;
 - (b) the person made use of their office;
 - (c) such use of the person's office was improper; and
 - (d) such use was to:
 - (i) gain an advantage for the person or any other person; or
 - (ii) cause a detriment to the local government or any other person.

²¹ *Shannon and Local Government Standards Panel* [2025] WASAT 120 at [48]
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The Respondent was a Council member at the time of the Complaints

42. The Inspector's preliminary assessment has informed me that the Houweling Respondent was last elected to Council in 2025 with a term expiring in October 2029 and was a council member at the time the complaint was made.²²
43. I am satisfied the Houweling Respondent was a Council member at the time of the at the time of the alleged conduct on 16 December 2025 and 16 February 2026.
44. The Houweling Respondent has since resigned as a councillor. The impact of this upon my adjudication is discussed in paragraph 11 – 15.

The Respondent used his office for the purpose of Allegations I and II

45. The Houweling Respondent has not disputed, and has confirmed that he was acting in his capacity as an elected member, and made use of his office as a council member, when undertaking the conduct the subject of Allegations I and II.
46. I find the Houweling Respondent used his office for the purpose of Allegations I and II.

Was the Respondent's use of his office improper?

Legal principles relevant to determination of whether a use is improper

47. In *Treby v Local Government Standards Panel (No 2)*²³, Deputy President Pritchard considered the meaning of 'improper use of the person's office':²⁴
 - (a) *First, impropriety consists in a breach of the standards of conduct that would be expected of a person in the position of the [Councillor] by reasonable persons with knowledge of the duties, powers and authority of his position as a Councillor and the circumstances of the case.*
 - (b) *Secondly, impropriety does not depend on a Councillor's consciousness of impropriety. It is to be judged objectively and does not involve an element of intent.*
 - (c) *Thirdly, impropriety may arise in a number of ways. It may consist of an abuse of power, that is, if a Councillor uses his or her position in a way that is inconsistent with the discharge of the duties arising from that office or employment. Alternatively, impropriety will arise from the doing of an act which a Councillor knows or ought to know that he has no authority to do.*
 - (d) *Fourthly, in the case of impropriety arising from an abuse of power, a Councillor's alleged knowledge or means of knowledge of the circumstances in which the*

²² Local Government Inspector Pre-Assessment Reports for all Complaints section 3.1

²³ *Treby v Local Government Standards Panel (No 2)* [2010] WASAT 81 [29]- [33]

²⁴ The decision was about reg 7 of the now repealed *Local Government (Rules of Conduct) Regulations 2007* (WA). The wording of former reg 7 is in almost identical terms to the Model Code of Conduct Rule 18.

power is exercised and his purpose or intention in exercising the power will be important factors in determining whether the power has been abused.

- (e) *Fifthly, a Councillor's use of his or her office can be improper even though it is for the purpose or with the intention of benefiting the Council.*

48. In *Hipkins and Local Government Standards Panel*²⁵ Senior Member McNab set out the principles in *Treby v Local Government Standards Panel* and then also considered *Victoria in Robbins v Harness Racing Board*²⁶ which considered the term 'improper' at 646:

The word 'improper' is more difficult to define and must depend upon the context in which the expression is used. For behaviour to be improper it must be such that a right-thinking person would regard the conduct as so wrongful and inappropriate in the circumstances that it calls for the imposition of a penalty.

49. Senior Member McNab also observed the meaning of "improper" must be considered in the context of the LGA and any regulations, rules and standards that apply to a Councillor's role and conduct, and the circumstances and context of the case.²⁷
50. I have considered the context of the LGA, as well as the circumstances of the case, in deciding whether the Houweling Respondent's use of his office for the purpose of Allegations I and II was improper.

The obligations of the Respondent under the LGA

51. The role of a Councillor under the LGA includes the following:
- (a) represent the interests of the electors, ratepayers and residents of the district and takes account of the interests of other persons who work in, or visit, the district;²⁸
 - (b) facilitate communication with the community about council decisions;²⁹
 - (c) facilitate and maintain good working relationships with other councillors, the mayor and the CEO;³⁰
 - (d) maintain and develops the requisite skills to effectively perform their role;³¹
 - (e) have regard to the need to support an organisational culture for the local government that promotes the respectful and fair treatment of the local government's employees;³² and

²⁵ [2014] WASAT 48, paragraph 9

²⁶ [1984] VR 641

²⁷ *Hipkins and Local Government Standards Panel* [2014] WASAT 48, paragraph 10.

²⁸ S 2.10 (1) (a) LGA

²⁹ S 2.10 (1) (c) LGA

³⁰ S 2.10 (d) LGA

³¹ S 2.10 (f) LGA

³² S 2.7 (5), through the operation of S2.10 (e)

- (f) participate in the deliberation and decision-making of the local government at council and committee meetings.³³

Allegation I: Statements to Council meeting about Complainant's car allowance

52. Allegation (I) is that on 16 December 2025, the Houweling Respondent made misleading and false statements to a Council meeting when comparing the Complainant's car allowance with car allowances for Mayors in other local governments (Complaint 2026 - 01082).
53. The Complainant submits that the following statements by the Houweling Respondent were false and misleading, for the following reasons:
- (a) "Only a limited number of councils continue to provide a fully maintained vehicle to the Mayor (e.g., City of Melville, City of Bunbury, City of South Perth)". The Complainant submits this was inconsistent with an email to Councillors from the CEO on 10 December 2025 stating that 18 council mayors receive vehicles in line with their entitlements.
 - (b) "Most comparable Councils, including Wanneroo, Stirling, and Rockingham, do not provide a vehicle; instead, Mayors claim travel reimbursements at the rate set by the Salaries and Allowances Tribunal". The Complainant submits this was inconsistent with the City of Wanneroo and City of Stirling arrangements.
 - (c) The City would reap "\$17,500" in "Total Potential Annual Savings" by resolving the Mayor will no longer be provided with a car at a cost to rate payers from 1 July 2026. The Complainant submits this was inconsistent with information from the council that the cost of the vehicle to the Council was about \$2,000.
54. The Complainant submits that the actions of the Respondent were also in breach of the City of South Perth Code of Conduct. As noted above in paragraph 24, breaches of this code are behavioural breaches and are not matters I can adjudicate.
55. The Houweling Respondent submits in response that:
- (a) He was making a rigorous inquiry into the allocation of council resources.
 - (b) His duty as a Councillor was as a steward of ratepayer funds, which required active due diligence.
 - (c) The Council administration had provided opaque and late information on the Complainant's car allowance.
 - (d) The Council's calculation of vehicle costs did not include an amount for servicing and no allowance had been made for depreciation.

³³ S 2.10 (b) LGA
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- (e) His actions were a professional attempt to fulfill his statutory duty of financial oversight and representative leadership.
 - (f) His statements are not misleading as he considers the South Perth mayoral vehicle to have a high private usage of compared to other councils.
56. In respect of the statement that only a limited number of councils provide cars for mayors, I find this statement to be misleading. The CEO had provided information to all Councillors on 10 December 2025 that 18 Councils provided a car (an email is in evidence of this³⁴). It is also inconsistent with the City of Wanneroo and City of Stirling matters in paragraphs 57 and 58 below.
57. In respect of the statement that most comparable councils do not provide a vehicle:
- (a) The City of Stirling arrangements are included in public information and include "The Mayor is entitled to a fully maintained vehicle... Mayoral Vehicle use is restricted to Council Business and private purposes within Western Australia".³⁵
 - (b) The City of Wanneroo arrangements are included in public information and include the Mayor is to be provided at the City's costs with "a serviced and maintained Council owned vehicle for all official duties connected to the office of Mayor" and "All costs associated with the private use of the Mayoral vehicle is to be reimbursed to the City of Wanneroo by the Mayor in accordance with a Deed of Agreement between the City of Wanneroo and the Mayor."³⁶
 - (c) Both these cities' policies state that the vehicle is only to be provided where the Mayor elects the use of the vehicle in lieu of claiming travel allowance.
58. The City of Stirling and City of Wanneroo do allow provision of a mayoral vehicle, so I find the Houweling Respondent's statement that most comparable councils do not provide a vehicle misleading.
59. The thrust of the Houweling Respondent's response to the Complaint seems to be that he considers there to be a high private usage of the mayoral vehicle compared to other councils. This could have been a legitimate line of inquiry but was not made by the Houweling Respondent at the time, and did not require the Respondent to make the misleading statements about provision of vehicles by other councils to mayors.
60. A legitimate line of inquiry would also have involved inquiries and questions rather than presentations of matters of fact. This is particularly so when the CEO of the council had already provided inconsistent information (by email on 10 December) to what the Houweling Respondent maintained at the 16 December meeting.
61. I have not been provided with any information to show that there is a high private use of the mayoral vehicle compared to other councils, so have not been able to assess the Houweling Respondents' claims about this. In any event I do not think it is likely

³⁴ Email from Liz Ledger to Councillors Group 10 December 2025

³⁵ [Elected Member Entitlements Policy](#)

³⁶ [Council Members Fees Allowances Reimbursements and Benefits Policy.pdf](#)

this would change the outcome of my adjudication as the Houweling Respondents' statements were not actually about this.

62. In respect of the claim there would be a saving of \$17,500, I do not find there has been a misleading statement. The statement from the Houweling Respondent is about cost savings if there was no car purchased and maintained by the Council, which was then used by the mayor. The statement from the council was about the costs of the car. I find it is more likely than not that the difference in figures is because they are measuring different matters.

Were the misleading statements in 53 (a) and (b) an improper use of the Respondent's office?

63. The test whether the misleading statements were an improper use of the Houweling Respondent's office is whether the conduct fell below the standards of conduct that would be expected of councillors, by reasonable persons with knowledge of the duties, powers and authority of the position of a councillor, and all of the circumstances of the case.
64. Rule 18 does not prohibit a council member from discussing council business, or to question, and in some cases, no doubt, to criticise, the actions of others which impact on matters relevant to the affairs of a local government and the community it serves.³⁷
65. The performance of a Councillor role presents the opportunity to speak in a public forum of a council meeting, where what is said may attract publicity, and where a person to whom remarks are directed may not have the opportunity, within the same forum, to respond to what is said. If that aspect of the office of a councillor is not used appropriately, considerable harm could be caused to a person.³⁸
66. In this case the Houweling Respondent's comments were repeated in a media article, and included additional statements that "The city ought to come into line with other local governments and reduce costs."³⁹
67. In my view, a reasonable person with knowledge of councillors' duties, powers and authority, and of the circumstances of this case, would have thoroughly fact checked their statements before making them, or limited themselves to asking questions.
68. I find making these statements was an improper use of the Houweling Respondent's Office.
69. I find it more likely than not the Houweling Respondent's behaviour breaches the standards of conduct expected of a person in the position. His actions were inconsistent with the discharge of his duties arising from those offices, including better decision-making by local governments and more efficient and effective local

³⁷ Treby at 56

³⁸ Treby at 39

³⁹ [New South Perth councillor Tim Houweling wants city to pull mayor's car & cut down on free dinners | PerthNow](#)

government⁴⁰, and participating in the deliberation and decision-making of the local government in a way which promotes these objectives.⁴¹

70. The Houweling Respondent's consciousness of impropriety at the time is not relevant. Neither is his intent at the time. A Councillor's use of office can be improper even though it is for the purpose or with the intention of benefiting the Council.

Allegation II: Email to all Councillors and the CEO

71. Allegation (II) is that on 16 February 2026, the Houweling Respondent sent an email to all Councillors and the CEO which was aggressive, inflammatory, accusatory, and disrespectful (Complaint 2026-01142).

72. The most serious of the statements in the email are:

- (a) I am seeing a workplace that in my view is not at the standard expected, sadly this is being created by Councillors
- (b) I doubt the wisdom of your leadership on this matter and how you are doing this
- (c) I see you both going down a pathway that exposes the City, and is not lawful; this is not indicative of the leadership you say we should show to our community
- (d) This is not what I expect from a Mayor, and in my view you are not being open with all Councillors, perhaps a few know what you are doing but it looks very suspiciously like you want to make a move against the CEO's employment
- (e) You are not following the proper process and perhaps you need to consider a little more carefully the path you are going down. You are walking off a cliff Greg. Your emails show conduct that is neither appropriate, lawful or following proper process.

73. The Houweling Respondent submits:

- (a) The complainant was interfering in the CEO KPIs matter that was expressly reserved to a Council committee which had been formed by the council.
- (b) The complainant was causing unnecessary stress and problems.

74. A councillor is able to meaningfully participate in the good government of the persons in the district and to duly, faithfully, honestly and with integrity fulfil the duties of the office for the people in the district according to his or her best judgment and ability, without reflecting adversely upon the character or actions of, or imputing any motive to, another member or an officer of the local government. Indeed, good government requires courtesy amongst those elected to govern.⁴²

⁴⁰ S 1.3 (2) LGA

⁴¹ S 2.10 LGA

⁴² Treby at 56

75. The desirability of accountability does not create a right to engage in derogatory personal attacks on elected office holders.⁴³
76. If councillors were free to engage in personal attacks on each other the focus of the debate could quickly be diverted from the issues before the Council to trading insults about the personal qualities and fitness for office of individual councillors.⁴⁴
77. I find that although the Houweling Respondent's statements were to a limited audience of the council about matters which at their heart was within the scope of a Councillor to raise and discuss (Council culture and CEO KPIs), the statements went beyond this when they called into question the Complainant's integrity and suggested (and in some cases stated) that he behaved in a politically motivated, underhanded and unlawful way.⁴⁵
78. The concerns could have been raised in a way which raised factual matters and identified issues and positions for discussion, rather than making statements that amounted to a personal criticism and attributing unlawfulness of conduct to the Complainant.
79. In my view, it is more likely than not that a reasonable person with knowledge of councillors' duties, powers and authority, and of the circumstances of this case would have considered the conduct wrongful, inappropriate and calling for the imposition of a penalty.
80. For the reasons above I find the Respondent's email on 16 February 2026 was an improper use of the Respondent's office.

Allegation I and II: detriment to a person or local government

81. Consistent with the previous Standards Panel's decisions, which I see no reason to depart from in this case, the term "detriment" means loss, damage or injury. It is construed widely and includes financial and non-financial loss and adverse treatment, such as humiliation, denigration, intimidation, harassment, discrimination and disadvantage. Put another way, the word 'detriment' is loss or damage done or caused to, or sustained by, any person or thing.⁴⁶
82. If detriment is not plain on its face then while it is not necessary to find detriment was actually suffered, an intent to cause such detriment must be established.⁴⁷
83. Detriment from remarks made about another person can be found in two main ways:
 - (a) The nature of the remarks is such that they are plainly capable of causing detriment in the sense of diminishing reputations or causing others to think less

⁴³ Treby at 101, as per *Shannon and Local Government Standards Panel* [2025] WASAT 120 at 52

⁴⁴ Treby at 102

⁴⁵ Treby at 24

⁴⁶ *Treby and Local Government Standards Panel* [2010] WASAT 81 at 94: Shorter Oxford English Dictionary.

⁴⁷ *Treby and Local Government Standards Panel* [2010] WASAT 81 at 96

favourably. This includes remarks that are insulting and derogatory or that question the intelligence and integrity.⁴⁸

- (b) It is not necessary to find whether any detriment was actually suffered, but an intent to cause such detriment must then be established.⁴⁹

84. The level of detriment suffered by the Complainant is to be judged according to the same level as detriment to any other person. The fact that there had been a running dispute between a complainant and respondent does not increase the level of detriment which a complainant needs to have been seen to have suffered or be intended to suffer.⁵⁰
85. Elected office holders are likely to be subjected to public scrutiny, and required to be accountable, in relation to the performance of their office. That is quite properly the case, in order to ensure the accountability to the electorate of the elected body as a whole. However, the desirability of that public scrutiny and accountability does not have a correlation in a right to engage in derogatory personal attacks on elected office holders.⁵¹

Allegation I

86. In the case of Allegation I and the Houweling Respondent's misleading statements about other local governments' provision of a car use for a mayor, I do not find there has been any detriment to the Complainant.
87. The motion to remove the Complainant's car was defeated, and even if it had been upheld, the Mayor would have been entitled to claim travel allowances for Council business. To equate detriment with the risk of the car being removed would tend to support the basis for their Houweling Respondents' questions in the first place - although would not have excused making misleading statements.
88. Although the mayoral car matter was reported in the media, it was not in a way which was detrimental to the Complainant. The article stated that "The mayor reimburses the city for private use". I do not have evidence before me that it is more likely than not that the Complainant suffered detriment.
89. I do not have evidence that the local government suffered detriment either. The outcome of the issue being raised was a review of the council policy, which seems a fit for purpose and a proportionate response consistent with good governance and accountability for prudent use of local government resources.
90. I do not find that the Houweling Respondent's improper use of his office for the purpose of Allegation I caused detriment to the Complainant.

⁴⁸ Treby at 106

⁴⁹ Treby at 96

⁵⁰ Treby 101

⁵¹ Treby at 101

Allegation II

91. In the case of Allegation II and the email statements, the email aimed at the Complainant and intended to convey what the Houweling Respondent considered was his poor leadership and improper motivations. These were intended to diminish the Complainant's reputation and create a tendency for others to think less favourably of him.⁵²
92. The email statements also had the potential to cause detriment to the local government by undermining good working relationships between Councillors; not only between the Respondent and the Complainant but also among other councillors who might feel they need to pick a side. I do not have however any evidence of this occurring or of it being the intent of the Houweling Respondent, so do not find that it caused detriment to the local government.
93. I find it more likely than not the Respondent's improper use of his office for the purpose of Allegation II caused detriment to the Complainant.

Conclusion

94. For the reasons above I find there has not been a breach by the Respondent of Rule 18, in respect of the Allegation I.
95. For the reasons above I find there has been a breach by the Respondent of Rule 18, in respect of the Allegation II.

Model Code of Conduct Rule 22

96. Rule 22 of the Model Code of Conduct provides:

“22. Disclosure of interests

(1) In this clause —

(a) interest means an interest that could, or could reasonably be perceived to, adversely affect the impartiality of the person having the interest; and

(b) includes an interest arising from kinship, friendship or membership of an association.

(2) A person who has an interest in any matter to be discussed at a council or committee meeting attended by the member must disclose the nature of the interest —

(a) in a written notice given to the CEO before the meeting; or

(b) at the meeting immediately before the matter is discussed.

(3) Subclause (2) does not apply to an interest referred to in section 5.60 of the Act.

⁵² *Treby* at 106

(4) Subclause (2) does not apply if a council member fails to disclose an interest because the council member did not know –

(a) that they had an interest in the matter; or

(b) that the matter in which they had an interest would be discussed at the meeting and the person disclosed the interest as soon as possible after the discussion began.

(5) If, under subclause (2)(a), a council member discloses an interest in a written notice given to the CEO before a meeting, then —

(a) before the meeting the CEO is to cause the notice to be given to the person who is to preside at the meeting; and

(b) at the meeting the person presiding must bring the notice and its contents to the attention of the persons present immediately before any matter to which the disclosure relates is discussed.

(6) Subclause (7) applies in relation to an interest if –

(a) under subclause (2)(b) or (4)(b) the interest is disclosed at a meeting; or

(b) under subclause (5)(b) notice of the interest is brought to the attention of the persons present at a meeting.

(7) The nature of the interest must be recorded in the minutes of the meeting.

No contravention of section 5.60 of the LGA

97. There is no evidence before me to suggest that the subject matter of the Complaints involved a contravention of s 5.60 of the LGA, which applies to direct and indirect financial interests and proximity interests.
98. There is no allegation of any financial interest of the Respondents in the sense they were likely to receive a financial gain or benefit.⁵³
99. Accordingly, I find that I have jurisdiction to determine the complaints of breach of Rule 22 of the Model Code of Conduct.

Rule 22 – elements

100. For a person to be found in breach of Rule 22 of the Model Code of Conduct, I must be satisfied of the following elements:
 - (a) A person who is a current council member;
 - (b) Was present at a council or committee meeting where a matter was to be discussed;

⁵³ S 5.60A

- (c) The Council member did not have a direct or indirect financial interest or a proximity interest in the matter;
- (d) The Council member had an interest that could or could reasonably be perceived to adversely affect their impartiality regarding the matter in question (including an interest arising from kinship, friendship, or membership of an association);
- (e) Knew that they had an interest in the matter; and
- (f) Did not disclose the nature of the relevant interest in the matter before or at the meeting.

The Respondents were council members at the time of the Complaints

101. The Inspector's preliminary assessment has informed me that:

- (a) Respondent Houweling was last elected to Council in 2025 with a term expiring in October 2029 and was a council member at the time of the meetings the subject of the complaint, and when the complaint was made.
- (b) Respondent Waugh was last elected to Council in 2023 with a term expiring in October 2027 and was a council member at the time of the meetings the subject of the complaint, and when the complaint was made.⁵⁴

102. I find the Respondents were Council members at the time of the Complaints against them.

103. The Respondents have since resigned as councillors. The impact of this upon my adjudication is discussed in paragraph 11 – 15.

The Respondents were present at a council or committee meeting where a matter was to be discussed

104. On 28 October 2025, the City of South Perth considered an item about the draft Heritage List for the area. The Royal Perth Golf Course was proposed to be included on the Heritage List and the Golf Club had opposed this inclusion. An amendment was proposed, which was subsequently passed by council, to remove the Golf Course from the Heritage List. This was of benefit to the Golf Club.

105. On 24 February 2026, the City of South Perth considered an item to approve works to be undertaken at the Royal Perth Golf Course. This item was somewhat controversial as it included the removal of a number of mature trees from the Golf Course. The approval of the works would have provided a benefit to the Royal Perth Golf Club.

⁵⁴ Local Government Inspector Pre-Assessment Reports for all Complaints section 3.1
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106. Also at the February 2026 meeting, the City of South Perth considered a scheme amendment to the Local Planning Scheme No 7, which would have changed the zoning of a Lot on Labouchere Road that is owned by the Royal Perth Golf Club.
107. The Houweling Respondent has confirmed he was present at the Council meetings in October 2025 and February 2026. He participated in the agenda items about the Royal Perth Golf Club and did not declare an interest in them.
108. The Waugh Respondent has confirmed she was present at the Council meetings in October 2025 and February 2026. She participated in the agenda items about the Royal Perth Golf Club and did not declare an interest in them.
109. The Respondents have also confirmed that they did not disclose an interest before or at the October 2025 or February 2026 Council meetings,⁵⁵ and the meeting minutes do not record that any of the Respondents disclosed an interest.

The Respondents do not have a direct or indirect financial interest or a proximity interest

110. I have not been provided with any evidence that the Respondents have a direct or indirect financial interest or proximity interest.
111. I find the Respondents do not have a direct or indirect financial interest or proximity interest.
112. The nature and scope of the interest which the Respondents are claimed to have is considered from paragraph 118 below.

The Respondents did not have an interest that could reasonably be perceived to affect their impartiality

The relevant legal principles

113. Quinlan CJ in *Sanders v. City of South Perth* [2019] WASC 226 at [217] noted that:

In relation to the principles of procedural fairness, as they relate to bias in the form of interests, in my view, there is a strong basis for concluding that the provisions of pt 5, div 6 of the Local Government Act have supplanted the common law principles in relation to procedural fairness to that extent

114. Rule 22 of the Code of Conduct is also about interests and includes the broader relational type of interests which may adversely affect decision-makers by resulting in prejudice.
115. Following the logic in *Sanders*, there is a strong basis for concluding that rule 22 is a codified expression of an interest causing an apprehension of impartiality. The

⁵⁵ Respondents' submissions.
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consequence of this is I should not go beyond Rule 22, read in a purposive way and in the context of the LGA and Model Code of Conduct, for the purpose of determining whether the Respondents have the type of interest which Rule 22 requires disclosure of.

116. The case of *Bradley and Local Government Standards Panel*⁵⁶ describes the legal rationale for rule 22 as being concerned with concerned with an allegation of undeclared conflict or bias (apparent or real) clouding the exercise of public duty.
117. Therefore to adjudicate whether rule 22 is breached or not, I need to consider whether it is more likely or not that the Respondents had an interest which would have clouded the exercise of their public duty when they considered Council items about the Royal Perth Golf Club which were before the Council on in October 2025 and February 2026.

The Respondents relationship with Raise Me Up

118. The Waugh Respondent is a volunteer of the Raise Me Up Charitable Trust (**the Trust**) and has publicly supported and promoted its charitable activities. She is also the Patron of the Trust (a voluntary position).
119. The Waugh Respondent has confirmed that although she is a volunteer of the Trust she is not a Member, Officer, Trustee or Director of it.
120. The Houweling Respondent has confirmed he established the Trust and the incorporated association that became the trustee of the Trust. He stepped down and resigned from his position as trustee at the beginning of December 2025.
121. The Trust has its registered address at the workplace of the Respondents.

The donation from the Royal Perth Golf Club to the Trust

122. On 29 August 2025, the Acting CEO of the City of South Perth sent an email to all city councillors stating that \$20,000 funding would be provided to the Trust from the Royal Perth Golf Club. This email stated this was a continuation of a funding commitment from Royal Perth Golf Club that had previously been made to the Council to support its Karawara Food Service.
123. The donation did not, however, occur because (according to evidence provided to me by both the Respondents and the Complainant) donations to the Raise Me Up Foundation were not tax deductible.
124. I do not have any evidence about when the decision by the Royal Perth Golf Club not to proceed with the donation was made or how it was communicated to the Trust. The trust bank statements reflect that no donation was made at this time or at any time until March 2026. The bank statements show a donation of \$22,000 was received on 13 March 2026.

⁵⁶ [2012] WASAT 44
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125. Given it would have been a simple matter to discover that the Trust did not have DGR status, and that it takes some months to apply for and receive DGR status in the normal course,⁵⁷ I find it more likely than not that the decision not to proceed with the \$20,000 which the CEO referred to on 29 August 2025 would have been made before the 28 October 2025 meeting, and before the 24 February 2026 meeting.
126. This finding is also consistent with the Waugh Respondent's submission that in November 2025, the Trust inquired to the Royal Perth Golf Club Charity Golf Day whether it was eligible for funding. That funding was again denied because of DGR status.
127. Respondent Waugh submits that on 12 March 2026 the Trust received an unsolicited approach from a representative of the Royal Perth Golf Club saying there were \$22,000 surplus funds available from a Charity Golf Day fundraising event. As it was surplus funds, DGR status was not required, and an invoice was requested instead.
128. The Trust issued an invoice on 12 March 2026 and received funds on 13 March 2026.
129. On 24 March 2026 Respondent Houweling made a declaration of interest in respect of the 12 March 2026 donation from the Royal Perth Golf Club to the Trust, but stated he had not been a trustee of the Trust since December 2025.
130. On 24 March 2026 Respondent Houweling participated in a council meeting item on the golf course being added to the City's Local Heritage Survey. Respondent Waugh was not at the 24 March 2026 meeting. This meeting is not the subject of any Complaint.
131. On 21 April 2026 the Respondents both made a declaration of interest in relation to the Trust. This meeting is not the subject of any Complaint.
132. The Complainant submits that even though the donation was not made in August 2025, there was a clear understanding and promise of it. I do not have any evidence about this, and note:
- (a) The Respondents both deny that a funding commitment existed, committed to or was contemplated at the time of the Council's October 2025 and February 2026 decisions.
 - (b) The March 2026 donation was by way of payment of an invoice, which is not required for donations in the usual course. It was a different situation to what the originally contemplated donation (August 2025) would have been.
 - (c) The donation which was contemplated in August 2025 was for the continuation of an ongoing commitment and arrangement with the Karawara Food Service. The arrangement was that the Royal Perth Golf Club would provide the funds for

⁵⁷ [Deductible gift recipient status – community charities | Treasury.gov.au](#)

the ingredients to the Council. The provision of ad hoc funding some months later is not consistent with this.

- (d) The chair of the Royal Perth Golf Club Men's Charity Day Golf Day has confirmed that the Charity Golf Day has been running for 25 years, and that has a Committee which is separate from the normal committee of the Club that deals with charity donations.⁵⁸ This is consistent with fundraising pages connected to the club.⁵⁹
- (e) The chair of the Royal Perth Golf Club Men's Charity Day Golf Day has also confirmed:
 - (i) The Royal Perth Golf Club has no commitment, no contract, and no obligation to the Trust.
 - (ii) It only made the commitment since it had excess funds in its account.

133. The evidence before me does not disclose it is more likely than not that the Respondents had any reasonable expectation, let alone commitment or assurance, of funds being paid from the Royal Perth Golf Club to the Trust. Indeed, prior to March 2026 all of the evidence before me is that the Trust was not expecting a donation to be made as it did not have DGR status.

134. Given there was no expectation from the Respondents of a payment to the Trust from the Royal Perth Golf Club, it would not have been reasonably expected that the Respondents would vote for in favour of the Royal Perth Golf Club's position, or that a reasonable person would conceive that as a predictable or assured outcome.

135. I find the Respondents did not have an interest that could reasonably be perceived to affect their impartiality.

Conclusion

136. I find there was no breach of rule 22 by either the Waugh Respondent or the Houweling Respondent.

⁵⁸ Email 20 March

⁵⁹ [The Royal Perth Golf Club Men's Charity Golf Day Community Funding - Grant'd](#)

Proposed sanction

Procedural Fairness

137. I must deal with the conduct breach I have found by either ordering no sanction be imposed or ordering the Houweling Respondent have one of the sanctions set out in the LGA.⁶⁰
138. Before I order a sanction, I must provide the Houweling Respondent with a reasonable opportunity to make submissions on it⁶¹.
139. However, in this case I do not propose to order a sanction. Therefore, there is no need to provide the Houweling Respondent with an opportunity to make submissions on sanctions.

Types of sanction

140. The types of sanction which I am I am required to consider to deal with conduct breaches are:⁶²
- (a) ordering that no sanction be imposed; or
 - (b) ordering that the Respondent —
 - (i) be publicly censured as specified in the order; or
 - (ii) apologise publicly as specified in the order; or
 - (iii) undertake counselling as specified in the order; or
 - (iv) undertake training as specified in the order; or
 - (v) is not entitled to be paid, in respect of a period of not more than 3 months specified in the order, the fees and allowances which the person would otherwise be entitled to be paid under Part 5 Division 8 in respect of the specified period; or
 - (vi) is not entitled to attend a meeting of a committee of a council for a period of not more than 3 months specified in the order; or
 - (vii) is suspended for a period of not more than 3 months specified in the order;

⁶⁰ 8A.18 (4) LGA

⁶¹ 8A.18 (2) LGA

⁶² 8A. 18 (4) LGA

- (c) ordering 2 or more of the sanctions described in paragraph (b)(i) to (vii).

Guidance on type of sanction

141. Guidance as to the factors which I may consider in determining the appropriate penalty to impose include, but are not limited to, the following:

- (a) the nature and seriousness of the breaches;
- (b) the councillor's motivation for the contravention;
- (c) whether or not the councillor has shown any insight and remorse into his/her conduct;
- (d) whether the councillor has breached the Act knowingly or carelessly;
- (e) the councillor's disciplinary history;
- (f) likelihood or not of the councillor committing further breaches of the Act;
- (g) personal circumstances at the time of conduct, and of imposing the sanction;
- (h) need to protect the public through general deterrence and maintain public confidence in local government; and
- (i) any other matters which may be regarded as aggravating conduct or mitigating its seriousness.⁶³

142. These were relevant to the Local Government Standards Panel decisions on sanctions and I find no reason to depart from them in this case.

Proposed sanction for Rule 18 breach

143. I do not consider a sanction should be issued in relation to the rule 18 conduct breach.

144. I consider the publication of this finding will be sanction enough in respect of the Houweling Respondent's breach of rule 18.

145. I consider the Houweling Respondent was motivated by concerns about good governance and prudent use of local government funds and did not act with improper motivations or for personal reasons (paragraphs 55 and 73).

⁶³ *Chief Executive Officer, Department of Local Government and Communities and Scaffidi* [2017] WASAT 67 (S), summarized in the Local Government Standards Panel Decision on penalty for Complaint number 2024-0515

146. I consider the impact of the email which was an improper use of office was sent to a limited number of people and so had a limited effect, for example, when compared to public written or spoken statements.
147. I consider the Houweling Respondent has already suffered a sanction of sorts by resigning from the Council.
148. I do not consider any other sanction would be reasonable or proportionate and do not order any sanction.
149. I consider this is consistent with the general principles which I must apply concerning the provision of good government by local governments and the public interest.⁶⁴
150. I do not consider that the Houweling Respondent should pay the City's costs of this adjudication, as only one of the particulars of allegations has been found to be a breach. I also consider an order that the Respondent pay the city's costs would have the likely negative consequences of incentivising a culture of complaints and distracting from the local government's duties.

⁶⁴ s 8A.17 LGA
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The general law of defamation, as modified by the Defamation Act 2005, applies to the further release or publication of all or part of this document or its contents. Accordingly, appropriate caution should be exercised when considering the further dissemination and the method of retention of this document and its contents.

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Under section 8A.20(1)(a) of the Local Government Act 1995, the findings in this report are required to be published on the relevant website. Care should be taken to ensure that publication is undertaken in accordance with legislative requirements and that no additional confidential or sensitive material is inadvertently released.