

STATE OF TASMANIA v HELEN LOUISE PARREMORE
COMMENTS ON PASSING SENTENCE

2 AUGUST 2024
ESTCOURT J

The defendant, Helen Parremore, has pleaded guilty to one count of fraud and one count of computer related fraud. The defendant and the complainant were in a relationship between around 2016 and 2021.

The offending relates to the defendant obtaining a credit card with Latitude Finance Australia in the complainant's name on 28 January 2020 and conducting a number of transactions on the credit card between 6 February 2020 and 15 March 2020. The defendant applied for a credit card with Latitude on 28 January 2020. The application was approved and a credit card was issued with a \$10,000 limit in the name of [the complainant].

The defendant carried out 21 transactions totalling \$9,254.88. I do not stay to set out the table contained in the Crown Statement of Facts, but it will be included in the Comments on Passing Sentence.

They were as follows:

	Date	Amount	Description
1.	6.2.20	\$1,000	ATM withdrawal New Norfolk
2.	10.2.20	\$93.47	Coles
3.	11.2.20	\$127	Big W
4.	11.2.20	\$56	Petrol
5.	17.2.20	\$700	ATM withdrawal Cove Hill Fair
6.	18.2.20	\$72.04	Coles
7.	19.2.20	\$84.60	Brighton Discount Doctor
8.	19.2.20	\$71	Sault Café
9.	19.2.20	\$49.14	Woolworths
10.	20.2.20	\$65.38	Petrol
11.	22.2.20	\$1,000	ATM withdrawal New Norfolk
12.	23.2.20	\$1,000	ATM withdrawal New Norfolk
13.	24.2.20	\$2,102.94	Tas Water

		(on 6 months interest free)	
14.	25.2.20	\$1,000	ATM withdrawal Cove Hill Fair
15.	26.2.20	\$1,000	ATM withdrawal Collins Street
16.	27.2.20	\$218.62	Petfoodaud
17.	2.3.20	\$279.97 (on 6 months interest free)	Rebel
18.	12.3.20	\$150	ATM withdrawal Lindisfarne
19.	13.3.20	\$62.77	Woolworths
20.	13.3.20	\$56.95	Woolworths
21.	15.3.20	\$65	Petrol
		TOTAL \$9,254.88	

The complainant became aware of the existence of the credit card when he received a phone call from Credit Solutions in February 2021. Latitude had engaged the collection agency to recover the money owed when no repayments were made. Police subsequently executed a warrant at [address suppressed] on 6 April 2021. They located a letter dated 2 April 2020 addressed to the complainant at that address, advising that the first payment of \$261.83 on the Latitude account was overdue.

There was also a hand written letter found that read as follows:

"Dear [name suppressed],

I Know (sic) that you are angry and you have every right to be, I did the unthinkable, I betrayed you and broke your trust in me.

But I did what I did for us for our home the home I thought

I had no way of coming up with over \$7,000 at the time I didn't want to tell you I was short that Kind (sic) of money, you had already blamed me for the way I handled the sale of Richmond. I really wasn't in a good place at that time. I thought you would have made more of an effort to move in. I thought we would be a family. Deep down I don't think you really wanted it."

The following messages were exchanged between the defendant and the complainant (taken from photographs of the exchange on the complainant's phone). Again, I don't stay to set out

the exchange of messages contained in the Crown Statement of Facts, but the table will appear in the Comments on Passing Sentence when published.

DATE TIME	TO	FROM	MESSAGE
10.2.21 09:18am	Complainant	Defendant	Ring [name suppressed] and give him these details and I'll come and see you after work and I'll explain everything Love you xx
10.2.21 10:07am	Complainant	Defendant	I am so sorry, I did what I did to save the house, we could of lost it. I know I should of come to you but I didn't want to worry you. I did what I did for us.
10.2.21 5:51pm	Complainant	Defendant	I can't come in you have someone there. I'll wait until they've gone.
10.2.21 6:29pm	Complainant	Defendant	I've gone, know it's over and I understand that you don't even want to hear from me right now. I needed money to pay the transfer on the house and the bills that needed to be paid for the transfer to go through and it wasn't ours until it was done, I had no job you had no money. I was desperate and it has cost me you. I should of talked to you but I made a very big mistake. I've made some bad ones in my life but this was the worst. It has cost me you. I hope one

			day you can forgive me. I have broken my own heart I will miss you more than you will ever know Love you always.
11.2.21 11:03am	H	Complainant	Is there anymore credit cards you're gotten in my name that I don't know about
11.2.21 1:34om	Complainant	Defendant	No
14.2.21 3:16pm	H	Complainant	R u going to be home tomorrow after I finish work, want to pick up my things, and drop your things off
14.2.21 4:12pm	Complainant	Defendant	Yes I'll be home, but I think we need to sit down and talk about things. I know you're angry and hurting I would like you to try and understand. We had over \$7,000 to pay very quickly which was incurring penalties every day. I wasn't working neither of us had any money. The house wasn't in our name so it could have been sold from under us, we couldn't insure it. We couldn't do anything with it. I sold my home, my children's home to move to the middle of nowhere for you and you I did everything for you All I ever wanted was for us to be a family,

			but I don't think that was ever going to happen, you're too afraid of commitment and walk away when things get hard. If you really love someone (sic) you'll try and forgive them and try and work things out. But it's easier for you not to. We were never a normal couple that did things together you would rather sit at home than spend time with me, you've only been to the house once in 7 months does that say something. I would sit at home and cry because the person I was with didn't want to be with me. I tried to be the best person I could for you, but you let your old mates treat me like biker trash and you laughed, you thought it was funny, you couldn't tell them I was your partner, I was your squeeze. Do you know how that made me feel, was I that embarrassing to be with, but I let it go because I loved you. Maybe in time you'll see that I wasn't a bad
-			What I would like to ask is that you take some time to think about things, so that you think with your heart and not your anger.

			I would move heaven and earth for you and always will. I love you with all my heart.
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The defendant participated in a record of interview at the Bridgewater Police Station on 9 November 2021. She did not admit to her crimes and lied to police. However, in relation to the cash withdrawals she did say:

- She withdrew cash and deposited it in to her account and waited until she had enough to pay the solicitor for the house transfer;
- They thought the house transfer was going to cost \$1,000 and then the solicitor said it was \$7,000;
- They were not aware the sale of Richmond had not been enough to cover the transfer;
- She tried to pay the \$7,000 on that credit card but you could not transfer money off it;
- She did not tell [the complainant] when she found out it was no longer \$1,000 and in fact was \$7,000, as she was sick of being told she was stupid and that she had handled the sale of Richmond wrong.

The State seeks pursuant to s 68 of the *Sentencing Act* a compensation order in favour of Latitude Finance Australia in the sum of \$9254.88 and I make that order.

The defendant has no relevant prior convictions of any nature whatsoever.

I have read a victim impact statement prepared by [the complainant] and I note, exercising the required caution, the impact he states these crimes have had upon him.

The defendant began her relationship with [the complainant] approximately a decade ago, 12 months after her separation from her husband. Throughout the relationship, the defendant and [the complainant] regularly stayed at each other's homes and shared general living expenses, but never had any joint bank accounts or loans. [The complainant] did not own any property or have any assets or savings that the defendant knew of, apart from a vehicle. In fact, at the start of the relationship I am told he had personal loans totalling between \$23,000 and \$26,000.

At the beginning of their relationship, the defendant was working in Aged Care. She was paying off a mortgage for a property in Richmond that was in her name only. She had previously shared this mortgage with her ex-husband but she had bought him out as part of their divorce proceedings.

As their relationship progressed, in 2019 the defendant and the complainant discussed living together. The defendant sold her house in Richmond and put all the funds towards the property in Karanja. She put [the complainant's] name on the property, though he did not contribute any funds towards the purchase. Shortly after the purchase, the house was used as security on an application for a business loan for [the complainant] for \$70,000, although the loan was ultimately not approved.

In summary, The defendant was heavily invested in the relationship and working towards living together at the property with the complainant at Karanja. She did not put pressure on [the complainant] to contribute more than he was capable of financially and was accepting of his limitations.

The defendant shouldered the shared administrative and financial burdens of the relationship and also took on [the complainant's] administrative and financial burdens. The defendant accepts that she was at times overwhelmed by this and did not always manage the finances as well as she should.

At the beginning of 2020, the defendant was experiencing financial distress due to both the gap in her employment and unexpected debt associated with the purchase of the property at Karanja. She was not working and it took time for her to be approved for Centrelink benefits, which were then limited. [The complainant's] income at the time was covering only his own living expenses.

The defendant had borrowed \$5,000 in her name only for the initial deposit on the property at Karanja and after moving into the house, she discovered that they owed a further \$7,000 as mentioned. That debt was attracting interest and the defendant's understanding was that until the debt was paid in full, the settlement was not legally finalised and she was at risk of losing the property. The intention had always been that the sale of her home in Richmond would entirely cover the cost of the new house in Karanja.

In the past the defendant had tried to discuss financial issues with the complainant but he had not engaged or had been critical of her. In particular, he had been critical of the way she managed the sale of her property in Richmond. She was reluctant to discuss these new financial issues and debt with him, as her view was that he was not capable of assisting financially or practically and that it would only lead to him criticising her.

The defendant resolved to try to fix these issues herself. She was anxious about the debt and had made as much repayment as she could. She had exhausted her savings and reached the maximum on her personal credit card. She made some inquiries about another credit card in her name but could not obtain one given her outstanding debts.

The defendant then committed the offence of obtaining the credit card in [the complainant's] name after having no income from employment for about three months. She did so, I am told, with the intention of using the card primarily to pay off the debts associated with the settlement of the purchase of the Karanja property, which she considered shared debts given the house was in both her name and [the complainant].

The defendant accepts that she obtained and used the card without [the complainant's] consent. Her intention was not to deceive him, betray his trust or to leave him with personal debt. She remained committed to relationship and felt a pressure to resolve the financial issues herself without troubling [the complainant].

It is submitted on behalf of the defendant that the amount of credit obtained was modest and that it is clear that the card was used to repay the debts and for general living expenses and was not used for lavish purchases.

The defendant used the card over a seven week period. She withdrew a total \$5,700 in cash which she deposited into her own bank account and used to repay the remainder of the \$7,000 debt. It is submitted on behalf of the defendant that it is clear that the remaining approximately \$3,550 was spent on general living expenses, many of which the defendant says were shared expenses with [the complainant]. Purchases were made at supermarkets, petrol station, a doctor, paying for petfood and paying for a large water bill, all of which appear in the table to which I have just referred.

The defendant had intended on eventually repaying the debt incurred on the credit card, but due to her financial situation and other outstanding debts she was unable to do so before February 2021 when [the complainant] was contacted by Credit Solutions.

I am told that the defendant deeply regrets her offending. She continued her relationship with [the complainant] following the offending up until he found out about it in February 2021. He then ended their relationship because of her conduct. She was upset about how her conduct had caused the loss of a decade long relationship that she had been very emotionally, financially and practically invested in.

The defendant was expecting and is understanding that a compensation order has been made and intends to repay this. Given that her income is currently by way of an Motor Accidents Insurance Board allowance after a serious car accident, she will need to enter into a repayment plan to do so.

The defendant's crime is by no means trivial. It involves fraud and a loss was caused to Latitude although it will, in my assessment, be repaid. Although not trivial, the circumstances of the offending are such that in my view it would be inappropriate to record a conviction against the defendant. Section 58 of the *Sentencing Act* exists to allow for circumstances in which it may be inappropriate to inflict any punishment other than a nominal punishment on an offender and also to allow for the existence of extenuating or exceptional circumstances that may justify the court showing mercy to an offender. I regard this case as such a case.

In this case the defendant's crime was committed, apparently to preserve the living arrangements planned by the defendant and the complainant for themselves, although it appears that the complainant was not as committed to those plans as was the defendant. The amounts I have listed were paid for items which bear that out in my opinion. The course I propose to take also increases the defendant's ability to gain employment and to make earlier repayment to Latitude than might otherwise have been the case.

Without recording a conviction, I order the release of the defendant and adjourn the proceedings against her for a period of 60 months on her giving an undertaking that she will:

- (a) appear before the Court during the period of the adjournment if called on to do so and;
- (b) be of good behaviour during the period of the adjournment and;
- (c) within the period of the adjournment, repay in full the amount of the compensation order the Court has made this day in favour of Latitude Finance Australia in the sum of \$9254.88