

Contents

Why is SP52948 wasting Admin Fund for paying invoices for other strata complexes?.....	2
Garden beds status and waste of common funds for sub-standard repairs.....	4
What has BCS done in regards to one-week fault with telephone lines and poor repairs by Telstra in May-June 2015 . .	8
Status of illegal ISP BigAir (old WHome) service running in the complex without benefits to owners corporation and failing to comply with the contract for 10 years.....	9
Status of illegal and unauthorized use of public land for car space towards M2.....	10
Inequitable water and gas reimbursements to selective townhouse owners continue to be applied against Special By-Law.....	15
Proper levies to apply to long-serving member of the committee who had second gas connection since 1999, as confirmed in minutes of EC meeting at the time.....	16
Building painting of Block B not started yet.....	17
Provide full disclosure of who approved and why was it hidden in all financial reports at AGM 2014 that owners corporation took cash advance of above \$20,000.00 from PICA (parent company of BCS) in August/September 2014, and paid back six months later.....	18
Roof membranes on Block A and D not repaired yet.....	19
Provide owners with details of Department of Fair Trading case 7563482.....	20
Response about pergolas being registered as common property is still missing.....	21
Official status of owners/visitors (ab)using common space for long-term parking.....	25
Real cost for sliding doors repair in Block A of \$4,791.75 in June 2015 – Buildings B and C awaiting same issues due to obsolete equipment.....	26
Rusting Treadmill in Basement.....	28
Protruding Rusting in the Ceiling in Pool Area and Unsightly Mirrors.....	29

Why is SP52948 wasting Admin Fund for paying invoices for other strata complexes?

Here are two recent examples, which obviously was not properly checked by BCS or any member of the Executive Committee. Who approved payments for SP4998 and SP35756 at Ryde and Epping:

Creditor Name	Doc. Ref. No.	Doc. Date	Doc. Total (GST inc.)	Chq. Date	Date Presented	Comment
NCB PLUMBING PTY LTD	34354	10/06/2015	\$ 140.80	23/06/2015	23/06/2015	Lot 67: Water leak under kitchen sink
NCB PLUMBING PTY LTD	34352	10/06/2015	\$867.90	23/06/2015	23/06/2015	Lot 191: Urgent Saturday water leak bathroom ceiling
NCB PLUMBING PTY LTD	34351	10/06/2015	\$290.00	23/06/2015	23/06/2015	Water leak into large stormwater pit in main driveway
NCB PLUMBING PTY LTD	34355615	10/06/2015	\$1,644.50	23/06/2015	23/06/2015	Urgent call by strata manager and caretaker with report of a broken sewer pipe down the back in the bush on right hand side, which was reported by the council ranger, collapsed sewer line on the right hand side of the complex, cast iron pipe was severely damaged by a large fallen tree during the heavy rains and winds
NCB PLUMBING PTY LTD	34353	10/06/2015	\$ 140.80	23/06/2015	23/06/2015	Lot 102: water leak under kitchen sink
NCB PLUMBING PTY LTD	34348615	4/06/2015	\$528.00	23/06/2015	23/06/2015	Wrong Charge for SP4998 at 14-16 Price Street Ryde
NCB PLUMBING PTY LTD	34338	2/06/2015	\$132.00	23/06/2015	23/06/2015	Wrong charge for SP35756 at 4/8 Donald Avenue Epping
NCB PLUMBING PTY LTD	34290	20/05/2015	\$154.00	02/06/2015	02/06/2015	Lots 85 and 91: water leaks
NCB PLUMBING PTY LTD	34245	12/05/2015	\$778.80	28/05/2015	28/05/2015	Big storm water leak in the garage area
NCB PLUMBING PTY LTD	34183	1/05/2015	\$132.00	15/05/2015	15/05/2015	Lot 57: blocked shower floor
NCB PLUMBING PTY LTD	34197	28/04/2015	\$368.50	15/05/2015	15/05/2015	Block B: broken water pipe in the top level plant room
NCB PLUMBING PTY LTD	34192	27/04/2015	\$899.80	15/05/2015	15/05/2015	Block D: water leak in the boiler room
NCB PLUMBING PTY LTD	34193	27/04/2015	\$2,655.40	15/05/2015	15/05/2015	Lot 170: broken water pipe, flooding in lounge room area
NCB PLUMBING PTY LTD	34185	24/04/2015	\$132.00	15/05/2015	15/05/2015	Lot 46: water leak through ceiling
NCB PLUMBING PTY LTD	34153	17/04/2015	\$145.20	15/05/2015	15/05/2015	Lot 110: water leak under kitchen sink
NCB PLUMBING PTY LTD	34108	2/04/2015	\$132.00	15/04/2015	15/04/2015	men's bathroom shower
NCB PLUMBING PTY LTD	34030	16/03/2015	\$132.00	07/04/2015	07/04/2015	Lot 157: blocked shower drain
NCB PLUMBING PTY LTD	34032	16/03/2015	\$887.70	07/04/2015	07/04/2015	Lot 191: water leak through kitchen ceiling bulkhead, Lot 192: ceiling water leak in main hallway

Is there anyone at BCS who has any knowledge of book-keeping and accounting? But that is not unusual or unexpected. Here are some of angry comments from the EC member of SP52948 in the past:

<http://www.nswstratasleuth.id.au/Raine-and-Horne-Strata-Sydney-BCS-and-Attacked-by-EC-for-Bad-Accounting.pdf>

Why is BCS not enforcing warranties for repeated repairs at high cost to owners corporation

An example of 14 visits to Lot 191, totalling almost \$11,000.00 in period of just three and a half years. There are many similar issues with substandard repairs and workmanship in the complex. Who manages the service providers and why are shonky repairs continuing?

Cred. Code	Creditor Name	Doc. Ref. No.	Doc. Total (GST inc)	Chq. Date	Date Presented	Comments
33568	NCB PLUMBING PTY LTD	28733	\$693.00	15/09/2011	15/09/2011	Lot 191: water leak
68671	HOWARD WEST - BUILDER	973	\$968.00	15/04/2013	15/04/2013	Lot 191: repair ceiling and cornices to kitchen after water leak, remove damaged ceiling and cornice sections, supply and install new trimmers to ceiling, supply and install new plaster board, treat and seal stains, sand repairs
33568	NCB PLUMBING PTY LTD	31213	\$832.70	19/04/2013	19/04/2013	Lot 191: urgent water leak in kitchen ceiling on Saturday
33568	NCB PLUMBING PTY LTD	31749	\$121.00	15/08/2013	15/08/2013	Lot 191: leak coming through light fitting in laundry
33568	NCB PLUMBING PTY LTD	31853	\$653.40	2/09/2013	2/09/2013	Lot 191: leak in ceiling area
68671	HOWARD WEST - BUILDER	1041	\$803.00	3/09/2013	03/09/2013	Lot 191: repair laundry ceiling after water leak from roof, cut out damaged plasterboard, trim ceiling and install new plasterboard, set joints and repair cornice, sand and seal repairs ready for painting
33568	NCB PLUMBING PTY LTD	32019	\$779.90	16/10/2013	16/10/2013	Lot 191: leak in laundry ceiling
68671	HOWARD WEST - BUILDER	1045	\$781.00	24/10/2013	24/10/2013	Lot 191: repair laundry ceiling after water leak from roof, remove damaged plasterboard, trim ceiling and install new plasterboard, set joints and repair cornices, sand repair and prepare ready for painting, refix ceiling light
68671	HOWARD WEST - BUILDER	52948814	\$1,078.00	14/08/2014	14/08/2014	Lot 191: ceiling water leak
68671	HOWARD WEST - BUILDER	1144	\$572.00	23/10/2014	23/10/2014	Lot 191: water damage to ceiling
68671	HOWARD WEST - BUILDER	1154	\$781.00	24/03/2015	24/03/2015	Lot 191: water damage ceiling
33568	NCB PLUMBING PTY LTD	34032	\$887.70	7/04/2015	07/04/2015	Lot 191: water leak through kitchen ceiling bulkhead
33568	NCB PLUMBING PTY LTD	34352	\$867.90	23/06/2015	23/06/2015	Lot 191: Urgent Saturday water leak bathroom ceiling
68671	HOWARD WEST - BUILDER	1188	\$1,078.00	23/06/2015	23/06/2015	Lot 191: Repair ceiling to bathroom after plumbers repaired hot water leak, cut out damaged ceiling section, trim ceiling and install new plasterboard, set joints and repair damaged cornice, sand repairs and treat water stains ready for painting, Lot 192: Repair ceiling to kitchen after plumbers investigated leak to hot water lines from adjoining unit, patch ceiling and prepare ready for painting
		Total	\$10,896.60			

Garden beds status and waste of common funds for sub-standard repairs

BCS Strata Management falsely reported that they were repaired and repainted in 2013 at cost of \$5,170.00 (GST inclusive) as allegedly approved at EC meeting held on 28th of August 2013:

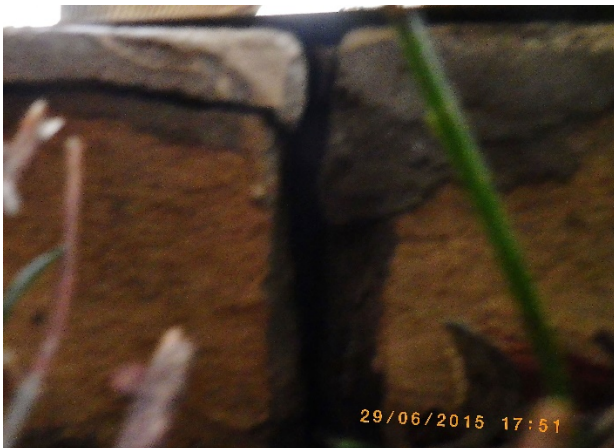
MOTION 7: To consider quotations for the re-painting of the central courtyard area.
The meeting reviewed quotations for the re-painting of the central courtyard area from Robertson's Painting and Decorating and Pierre Brush.
Resolved to approve the quotation from Pierre Brush, in the amount of \$5,170.00 including GST to re-paint the central courtyard area.

The real cost doubled and invoices paid to Pierre Brush were never disclosed to owners:

Cred. Code	Creditor Name	Doc. Ref. No.	Doc. Date	Doc. Total (GST inc.)	Chq. Date	Date Presented
37988	PIERRE BRUSH PAINTER	125/13	11/11/2013	\$5,500.00	19/11/2013	19/11/2013
37988	PIERRE BRUSH PAINTER	115/13	8/10/2013	\$5,170.00	16/10/2013	16/10/2013
			Total	\$10,670.00		

Not only that, but much more work was done since then by other service providers, including Howard West Builder. Making the total costs of garden bed repairs in period of two years close to \$18,000.00.

Howard West Builder is using a unique substandard method by nailing metal plates on the front side of damaged garden beds without proper remediation work, leaving inner side of the bed exposed to water penetration, concrete cancer and movement as pictures show:





Much better and comprehensive quote by Robertson Painting was rejected based on false premise that Pierre Brush would be cheaper and better.

CERTIFICATE OF COMPLETION

Upon Completion, Robertson's will issue a Completion Certificate which sets out the colours used and our warranty period. We also offer a complimentary inspection 12 months from completion to ensure that all painting work covered under warranty is still at our high standard.

MAINTENANCE AND INSPECTION SERVICES AVAILABLE ON REQUEST

As a valued customer Robertson's has a maintenance programme to ensure longevity of our work due to daily wear and tear on painted surfaces.

This program includes at no cost:

- **1 complimentary touch up** - For graffiti during the first year after completion of the job.
- **1 year after completion** - Courtesy call.

Robertson's can also tailor to your needs and budget -

- Program for internal touch-up to maintain a freshly painted finish.
- Program for recoating of clear finished services.
- Program for exterior touch-up.

WARRANTY

- Robertson's Painting and Decorating has a 5 Year Warranty for all workmanship.
- **However, this warranty does not extend to:**

Water penetration - Masonry - (Generally caused by Membrane Failure in balcony floors or by planter boxes).

Timber Rot - (Unless treated and repaired as stated in quotation).

Blisters to Eaves from Water Damage - (Generally caused by roof leaks, gutters leaking or wrong roof pitch).

METHOD OF PREPARATION FOR EXTERIOR

- Protect all pre-finished areas with drop sheets and masking tape.
- Shrubs etc obstructing areas to be painted will be trimmed and protected.
- Carry out works with minimum disturbance.
- Adhere to Occupational, Health and Safety and Waste Management guidelines as set out by Regulation.
- Provide sample colour at clients request.
- Supply ladders, scaffolding and machinery where necessary.
- Supply portable amenities where required.
- Adhere to manufacturers recommendation for coating thickness.
- Site visits by Project Manager.

PREPARATION AND PAINTING PROCEDURES

EXTERIOR - CONCRETE SLAB EDGING / CEMENT RENDER / FIBRE CEMENT SHEETING

- Remove existing bubbling and peeling.
- Wash down to remove grime and mould where necessary.
- Fill all joints with flexible sealant. Fill and sand where necessary.
- Apply rust convertor where necessary to structural steel.
- Apply oxalic acid to any areas suspected of lime leaching.
- Touch up repairs with a premium water tight primer.
- Finish with two coats of Low Sheen Dulux Weathershield or equivalent.

Thank you for the opportunity to quote for the painting of:

1-15 Fontenoy Rd MACQUARIE PARK NSW 2113

Please find attached the following specification and quotation as requested

- Exterior centre courtyard garden area only - previously painted rendered surfaces to planters/retainers and car park low-rise ventilation structures to this area only. (Excludes - rear stair area, behind tennis courts, common room structure, car parking areas and driveway entry).
Thoroughly prepare surfaces by scraping loose and bubbling paint, patch render where required with acrylic render, colour match existing and finish in 2 x coats Dulux Weathershield Exterior Low Sheen.

Price includes materials, labour, minor repairs and relevant insurances.

Refer to exterior specifications page for surface preparation and coating details.

Total Price

\$12,000.00 + GST

Comments: Price valid until 1st February, 2014.
Warranty does not apply to surfaces with pre-existing water penetration.

Application of water sealer/membrane to exterior side of retainers/planters will not inhibit water ingress. Application needs to be made on the garden/dirt side of the wall.

Should you have any questions please do not hesitate to contact me on 0410 499 981. I hope this quotation meets with your approval and I look forward to your reply.

Had original quote and professional approach by Robertson painting been accepted, not only we would have saved good money, but the garden beds would have long-term maintenance-free status.

Even a single photo of a building taken on 29th of June 2015 tell a story of neglect:



What has BCS done in regards to one-week fault with telephone lines and poor repairs by Telstra in May-June 2015

Now that it is well-known that NBN was removed from schedule for our street, good status of phone lines and ADSL is of utmost importance. Did BCS log a complaint with Telecommunications Ombudsman?

What is the EC and BCS doing about organising extra lines into the complex (as originally asked by close to 10% of owners).

Status of illegal ISP BigAir (old WHome) service running in the complex without benefits to owners corporation and failing to comply with the contract for 10 years

31 January 2014

Attention: Mr Stephen Bull
BigAir Group Limited
Level 1, 59 Buckingham Street
Surry Hills NSW 2010

WITHOUT PREJUDICE SAVE AS TO COSTS

URGENT

Also by Email: facilities@bigair.net.au

Dear Sir

**THE OWNERS - STRATA PLAN NO 52948
TELECOMMUNICATIONS INSTALLATION
1-15 FONTENOY RD, MACQUARIE PARK 2113**
Our Ref: 131862

Partners:
Colin Grace
Daniel Radman
James Nickless
Ian McKnight
Peter Ton

We refer to your correspondence dated 15 January 2014.

With respect, it is our client's opinion that the offer which has been proposed is grossly inadequate and has no regard to interest.

In our letters dated 15 November 2013 and 13 December 2013 respectively, we informed you that the Owners Corporation has accepted your company's repudiation and terminated the contract.

You are required, therefore, to remove all your equipment and reinstate our client's property to its original condition to its reasonable satisfaction within seven (7) business days of the date of this letter.

In addition, the Owners Corporation will not be entertaining any further negotiations with BigAir. In this regard, from a review of your alleged revenue, it is noted that there will be no or minimum loss to BigAir.

If the equipment is not removed by close of business on 4 February 2014, the Owners Corporation may commence action against you without any further notice to you.

Please kindly confirm once the equipment has been removed.

New South Wales
Level 5, 287 Elizabeth Street
Sydney NSW 2000
PO Box 20727
World Square NSW 2002
DX 11508 Sydney Downtown
PH 02 9284 2700
FX 02 9284 2799

Queensland
Level 18, 333 Ann Street
Brisbane QLD 4000
PH 07 3232 1119
FX 07 3232 1200

Victoria
Level 22, RWT Tower, 40 City Road
Southbank VIC 3006
PH 03 9674 0474
FX 03 9674 0400

EM enquiries@gracelawyers.com.au

Provide details of report to Telecommunications Ombudsman, as per minutes of EC meeting held in March 2015.

Status of illegal and unauthorized use of public land for car space towards M2

It all started through covert plan to acquire public land towards M2 Motorway in 2011, which the Executive Committee and Raine and Horne Strata Sydney BCS tried to push without general meeting by using illegally-approved Special By-Law:

Special By-Law 8

The Executive Committee of the Owners Corporation are hereby granted the power and authority to approve the acquisition of additional Common Property and the appropriate expenditure from the Sinking Fund providing that the amount of such expenditure shall not exceed 10% of the Sinking Fund balance at that time.

City of Ryde rejected the request for acquisition of public property because it was registered as recreational land.

By the way, all General Meetings in last 15 years are illegal due to lack of quorum and other non-compliances with SSMA 1996.

This decision to install new gate towards M2 was solely made by two people, who knew very well the consequences of this one-sided action:

In discussion with [redacted], it has been noted that there is insufficient car spaces around the complex to support the amount of cars owned by Owners / Tenants. It was decided that the gates be opened – Car wash M2 area to allow cars to park there.

In early 2014, the new gate was silently installed at undisclosed cost (owners never learned about real expenses and needs for it):

TAX INVOICE

20 January 2014

T/as / H&F West
ABN / 30 413 213 905

INVOICE NUMBER / 1083

TO / OWNERS OF SP 52948
MACQUARIE GDNS, 1- 15 FONTENOY RD, NTH RYDE

C / RAINE AND HORNE STRATA

ATTENTION / PETER BONE

- Supply and install new powder coated gates adjacent to car wash bay as approved by Executive Committee
- Remove existing gate and fence section
- Install new gates, concreted into ground, similar style to existing
- Remove rubbish on completion

Total cost for labour and materials \$ 3760.00

10 % GST \$ 376.00

TOTAL COST THIS QUOTATION INCLUDING GST \$ 4136.00

As of April 2015, the gates were opened permanently, without being monitored.

Ryde Council was notified and they were appalled that nobody asked them for permission. In addition, they visited the site and in email confirmed that they would take action.

Reasons why the use of public land was not appropriate was emailed to maintenance staff and City of Ryde, who shared it with the committee members and BCS Strata Management. City of Ryde responded with investigation about it.

BEGIN QUOTE

Back in October 2014 I complained about serious Fire Safety issues in the complex at Macquarie Park. Since then, strata manager (Raine & Horne Strata Sydney BCS) and the Executive Committee silently spent over \$25,000.00 on fixing the problems. That is good for everybody's sake. I also note that your representative visited the buildings recently.

There are number of other OH&S issues in the complex, but that is another story.

I have two more problems to report that concern me and other owners:

a) As of April 2015, the gate between M2 land strip and the complex was opened under alleged wish to help owners obtain access to extra car spaces.

In 2011, without any consultation with owners corporation or real needs, strata manager and the EC attempted to purchase the land between our complex and M2 motorway.

The response from your Council was correct (see attachment).

All of a sudden, the gate between the complex and that strip of land is kept opened 24 hours day.

At this stage, this decision was solely made by single committee member and maintenance staff, without any consultation with owners corporation. There are so many more important issues in the complex...

Nobody in the complex is even aware of this car park.

And here are the concerns:

- 1. Did City of Ryde approve such usage of public land to SP52948 at Fontenoy Road recently?*
- 2. Because there is only one gate (wide enough for a single car only) means of ingress and egress and means of movement provided or to be provided within this "car park" are certainly not satisfactory without additional costs (our complex has some huge projects PENDING to resolve roof leakage problems, elevator upgrades and building painting and we do not have enough money for them).*

In case of accidents, who will be guilty? Will Ryde Council take responsibility for issues on public property?

- 3. This gate is currently not monitored or managed at any time.
There are no security cameras, and the "backdoor" increases risk of intruder attacks.*

The lighting in the evening is insufficient (as my photos show).

- 4. Since there is already plenty of free space to park cars along the Fontenoy Road, why would owners abuse public property for little benefit.*

5. Internal design of parking facilities and system of traffic management are satisfactory within the complex. Owners bought their properties with clear understanding how many car spaces they get in their own garages.

6. The strip of land for proposed "car park" does not have adequate provision for the management of storm water and the minimization of stormwater pollution.

7. Who and how will manage the maximum number of cars to be accommodated in this public space?

8. The complex has more than 26,000 square meters of land and there are other possibilities to add extra car spaces if deemed so necessary.

9. Parking cars in public land in the strip between M2 and the complex diminishes privacy of owners in the buildings because they would be exposed to additional unrestricted viewing. None of the owners would like it.

10. There is nothing to stop any other driver to drive through the complex and use this property.

b) In March 2015 and May 2015, large branches fell on public land in Fontenoy Road.

In both cases, pedestrians and cars pass along this road all the time. It is a miracle that nobody got injured.

My question: who will be guilty if somebody gets hurt or even more serious incident happens. Number of trees in the complex require good pruning or replacement, but the actions are slow.

In the 2004 case of BCS Strata Management vs Robinson (another strata complex), the strata manager attempted to defend their actions by claiming protection under indemnity. The facts of the case are as follows:

Mrs. Robinson had injured herself in a lift,
The floor of the lift did not settle level with the floor of the building. It dropped down some 18cm,
When Mrs. Robinson stepped into the lift, she fell and injured her leg,
Mrs. Robinson sued the Owners Corporation and BCS Strata Management,
Mrs. Robinson won her case in the lower court and it was appealed in the Supreme Court,
Mrs. Robinson claimed that the Owners Corporation and the Strata Manager had breached their duty under section 62 of the Strata Schemes Management Act 1996,
The Owners Corporation and BCS cross claimed against each other. One of the claims by BCS was that they were indemnified under their managing agent's agreement.

<http://www.nswstratasleuth.id.au/BCS-Strata-Management-v-Robinson-NSW-Court-of-Appeal-2004.pdf>
END QUOTE

A few photos of the illegal usage of public land and unmonitored backyard gate at night:








Inequitable water and gas reimbursements to selective townhouse owners continue to be applied against Special By-Law...

... 14 years without any approval at general meeting or disclosure in accounting figures.

For FY 2015 (incomplete financial year), here is the current status, assuming that BCS is not hiding some invoices. Again, only 16 out of 26 owners claimed expenses in a very uneven manner, with some claiming excessive usage and for periods going as far as three years ago. This is direct non-compliance with Special By-Law 13:

Lot 198	\$1,823.09
Lot 205	\$868.29
Lot 197	\$862.40
Lot 194	\$842.06
Lot 206	\$838.52
Lot 199	\$736.31
Lot 202	\$697.04
Lot 217	\$659.02
Lot 209	\$596.56
Lot 200	\$464.73
Lot 203	\$445.25
Lot 201	\$422.84
Lot215	\$401.03
Lot 210	\$223.19
Lot 213	\$218.65
Lot 203	\$206.09

In addition, who approved that electricity usage reimbursement for specific owner in June 2015?

Plan:	NSW 52948	1-15 FONTENOY ROAD MACQUARIE P
Creditor Code:	70678	
Document Ref.:	52948615	Document Total: 195.07
Invoice Document:		

Disstn	Amount	Exp. Code	Expense Description	Raised By	Date Raised	Qty	Fund	Ind	Batch	Seq	Batch Date
90.17	255		REIMBURSE-ELECT 24/2 TO 21/5	Manual	14/06/2015	0	A		13		16/06/2015
104.90	275		WATER- 17/2 TO 7/5/15	Manual	14/06/2015	0	A		13		16/06/2015

Proper levies to apply to long-serving member of the committee who had second gas connection since 1999, as confirmed in minutes of EC meeting at the time

Email to BCS Strata Management was unanswered on 8th of June 2015. The message had title:

REQUEST For Proof of Second Gas Connection Payments of Levies for Previous Years by Lot 181

As per Special By-Law introduced in rush in late 2013, it is only fair that every owner is treated equally, so Lot 181 should reimburse owners corporation for the past years (only a few years he paid for).

(B) GAS HEATING - UNIT 181

Application was examined for the owner to install a gas heater within the unit.

Such installation will incur additional costs on the Owners Corporation for the increased gas usage.

Enquiries are to be made with AGL in connection with the capacity of the existing system/pipework to enable a number of residents to install gas heaters and also options available regarding the metering of such usage.

A suggestion made which requires further discussion is that a once a year charge be levied on unit owners who install gas heaters to cover extra costs incurred by the Strata Scheme.

A similar application has been received from the owner of unit 62.

Building painting of Block B not started yet

...after roof membrane in Block B was repaired with limited warranty of only five years (not as single committee member claimed 15 years), did not start yet.

Kintyre Building Services Pty Ltd

A.B.N. 65 062 739 039 Licence No: 79326C

Level 1, 15 Mobbs Lane
Carlingford, NSW 2118

Ph: 9868 7919 Fax: 9868 6903 Email: admin@kintyre.net.au

Tax Invoice

Invoice #: 00036682
Date: 27/02/2015

INVOICE TO:

The Owners-STRATA PLAN
C/- Russell Young
BCS Epping
Locked Bag 22
Haymarket NSW 1238

JOB ADDRESS:

The Owners-STRATA PLAN
North Ryde NSW 2113

Amount

Supplied and installed permanent anchor points to allow for static line harness access to roof perimeter

Hi-pressure cleaned the dirt and grime build-up from the concrete substrate

Supplied and installed one coat of primer to the concrete substrate

Supplied and installed a new 40mm hob around the perimeter of the concrete substrate

Supplied and installed a 2 x layer torch on membrane to entire concrete substrate consisting of roll base and mineral top

Supplied and installed new Colorbond perimeter capping to provide external finish

This quotation includes an allowance to hoist all materials to the roof externally and removal of all job spoils from site on completion

PLEASE NOTE - The torch on membrane comes with a 15 year material warranty. In discussions with the manufacturers they have advised that a liquid membrane applied to this roof would come with a 5 year material warranty due to excessive cracking and water ponding on the existing concrete substrate.

\$59,356.00

Why, when the complex status is worse than ever before? Doing one building at a time allows for funds to be recuperated in a timely manner through levy collections.

Reminder for forgetful owners and EC members, as listed in EC minutes for meeting held on 12th of February 2014:

MOTION 6: To review and amend the scope of works for external painting.

Resolved that the Strata Manager obtain a quotation for the external painting of the complex showing a separate price for each of the following:

- Each of the four tower's
- The town houses
- Ground level external walls (garden beds, pool room, etc.)

This initial quotation is to be used to for the purpose of preparing a program / time table for the completion of this work. The scope of works prepared by Dulux was considered appropriate to use as the basis for an initial submission.

It is anticipated that summary of proposals for this work will be presented to the Annual General Meeting in October 2014.

But that is only small part of large expenses looming for the owners. Six professional reports (undisclosed to owners) costing more than \$16,000.00 in last three years show serious needs for repairs.

Provide full disclosure of who approved and why was it hidden in all financial reports at AGM 2014 that owners corporation took cash advance of above \$20,000.00 from PICA (parent company of BCS) in August/September 2014, and paid back six months later

How much did such secretive deal influence the win of strata management contract? That is especially dubious because BCS Strata Management refused to provide alleged tenders for strata management contract, in spite of paid SSMA 1996 S108. It even seems that SP52948 is even running of money in the Admin Fund to cover the reoccurring expenses:

In August 2014, owners corporation took an undisclosed cash advance from PICA (parent company of Raine & Horne Strata Sydney BCS).

STRATA PLAN 52948 – Macquarie Gardens	<i>Invoice No:</i> 948 <i>Date:</i> 22/09/2014 <i>Debtor Id:</i> SP52948
	Page 1 of 1

Description	Exclusive GST	GST	Amount
REPAYMENT FOR CASH ADVANCE TO PICA FOR SP52948 – 21/08/14	\$18,859.55	\$1,885.95	\$20,745.50
<i>Total Amount Due:</i>	\$18,859.55	\$1,885.95	\$20,745.50

This invoice was paid with SIX MONTH DELAY, and undisclosed to owners corporation at AGM 2014 on 26th of November or at any time since then:

Cred. Code	Creditor Name	Doc. Ref. No.	Doc. Date	Doc. Total	Chq. Date	Mtd.	Cnl. Chq.	Date Presented	Invoice
------------	---------------	---------------	-----------	------------	-----------	------	-----------	----------------	---------

Committee members and Strata Manager are silent about this borrowing.

Was there any interest paid on it? If so, who approved it and how much?

Was the money taken out of Sinking Fund because the Admin Fund was completely exhausted due to many-years of neglected planning? If so, SSMA 1996 Section 71 must apply:

71 What money can be paid out of the sinking fund?

- (1) An owners corporation must not pay any money from its sinking fund except for the purpose of:
 - (a) payments of the kind for which estimates have been made under section 75 (2), or
 - (b) payments made in accordance with this Division on a distribution of a surplus in the fund.
- (2) However, an owners corporation may disburse money by transfer from its sinking fund to its administrative fund or by meeting from its sinking fund expenditure that should have been met from its administrative fund if the owners corporation complies with subsection (3).
- (3) The owners corporation must, not later than 3 months after the disbursement, make a determination under section 76 (1) of an amount sufficient to recoup the amount of the disbursement.

Strata Community Australia Chairperson is CEO of PICA (parent company of BCS Strata Management).

Roof membranes on Block A and D not repaired yet

Some patchwork was done on repairs of various units (water leaks and wall rendering) and roofs.

That is, however, far away from proper remediation work. Roof membranes on Block A and D have not been done or even started yet. Who is responsible for these extensive delays?

Who is delaying proper maintenance of common property and with what rights?

Provide owners with details of Department of Fair Trading case 7563482

It was raised it because BCS failed to provide service as per paid SSMA 1996 S108. Because it is not an official case, SP52948 cannot use any paid legal advice because I am directly exposing BCS and there is indisputable evidence that Mr. Russell Young tried to pay back the money because he knew none of the requested documents were provided.

Response about pergolas being registered as common property is still missing

Department of Land was notified about secret plan by EC member to register it (he asked about costs of engaging Solicitor Mr. Adrian Mueller again). In response, Department of Land advised to report it to police as well.

This question and attempts to get access to files as per paid SSMA 1996 S108 is outstanding for five years!

The following evidence shows how much BCS Strata Management has done so far...

From: Russell Young [mailto:russell.young@bcssm.com.au]
Sent: Wednesday, 21 January 2015 9:42 AM
To: Adrian Mueller
Cc: [redacted]; Billy Cheung
Subject: FW: SP52948 - Correspondence from [redacted]

Good morning Adrian,

Could you please advise costs to deal with the matter of clarifying that pergolas are an item of Common Property (registration on title or however else the objective could be satisfied).

Hot Water System for Block D expenses of \$46,200.00 in June 2015 - High costs looming for other Buildings

Ongoing problems with hot water boilers and expenses for temporary repairs are no longer justified and serious comprehensive fixes are urgently needed.

Here is the notice in Block D on 1st of June 2015:



Provide details of all quotes (single one is not valid for large expenses, as EC refused to deal even with two quotes for repairs of water damages and walls in March 2015).

Here is a quote from Roseriver Pty Ltd dated 28th of May 2015. As usual, owners are not given a copy of it:

Strata Plan 52948
C/- Macquarie Gardens
1/15 Fontenoy Road
North Ryde.

Attention Steve Carbone:


Re: Quotation for replacement of hot water heating plant in Block D.

Supply and install all necessary labour, plant and materials required to complete the replacement of the hot water heating plant in the plant room of Block D at Macquarie Gardens as detailed below: -

1. Supply and install Rinnai Demand Duo 5 system including stainless steel tank. New Rinnai Units to be installed on brick wall on left hand side of plant room.
2. Supply and install 350mm flue pipe from manifolded flue header pipe on Rinnai's and terminate through roof including flashing. New flue piping will be required to be installed through the higher section of the plant room roof.
3. Upgrade gas meter and regulator as required.
4. Modify existing water and gas pipe work and connect to new Rinnai Plant.
5. Test and commission new plant on completion.
6. Disassemble and remove from site old hot water heating plant.
7. Seal roof penetrations x 2 from ~~redundant Raypak Boilers.~~

Our price to complete the above mentioned works exclusive of GST is \$ 42 000.00 and \$ 46 200.00 inclusive of GST.

The invoice was paid two weeks after work completion:

Cred. Code	Creditor Name	Doc. Ref. No.	Doc. Date	Doc. Total	Chq. Date	Mtd.	Cnl. Chq.	Date Presented	Invoice
96118	ROSERIVER PTY LIMITED	00008366	18/06/2015	46200.00	03/07/2015	EFT	N		

Bill To:

The Owners of Strata Plan 52948
 c/- BCMS
 Locked Bag 22
 Haymarket NSW 1238

Tax Invoice

00008366

18/06/2015

DESCRIPTION	AMOUNT	CODE
Supply and install all necessary labour, plant and materials required to complete the replacement of the hot water heating plant in the plant room of Block D at Macquarie Gardens as detailed below: -	\$46,200.00	GST
1. Supply and install Rinnai Demand Duo 5 system including stainless steel tank. New Rinnai Units to be installed on brick wall on left hand side of plant room.		GST
2. Supply and install 350mm flue pipe from manifolded flue header pipe on Rinnai's and terminat		
3. Upgrade gas meter and regulator as required.		GST
4. Modify existing water and gas pipe work and connect to new Rinnai Plant.		
5. Test and commission new plant on completion.		
6. Disassemble and remove from site old hot water heating plant.		
7. Seal roof penetrations x 2 from redundant Raypak Boilers.		GST
Payment by Direct Debit may be made to Roseriver Pty Ltd BSB: 012-874 Acct No: 2224 67159 Alternatively: Visa and Mastercard payment accepted (1.5% Fee Applies) This is a Payment Claim made under the Building and Construction Industry Security of Payment Act 1999.		

Your Order No: WO537481	Customer ABN:	Freight: \$0.00	GST								
Shipping Date:	Terms: C.O.D.	GST: \$4,200.00									
Comment:	<table border="1"> <thead> <tr> <th>Code</th> <th>Rate</th> <th>GST</th> <th>Sale Amount</th> </tr> </thead> <tbody> <tr> <td>GST</td> <td>10%</td> <td>\$4,200.00</td> <td>\$42,000.00</td> </tr> </tbody> </table>	Code	Rate	GST	Sale Amount	GST	10%	\$4,200.00	\$42,000.00	Total Inc GST: \$46,200.00	
Code	Rate	GST	Sale Amount								
GST	10%	\$4,200.00	\$42,000.00								
		Amount Applied: \$0.00									
		Balance Due: \$46,200.00									

Other building blocks (A, B, and C) await similar major repairs.

Official status of owners/visitors (ab)using common space for long-term parking

Several owners/tenants continue to abuse common carpark space and practically grabbed it for private use at all times. In other complexes, it either calls for special levies to be imposed on such owners or orders given to vacate the common property and use it sparingly so that other people can share it.

Here is one example of almost continuous abuse of common property that has been happening for many years:



If common carpark space is meant to be permanently used for anyone who parks the car first, then any owner and visitor can grab the opportunity to bring their cars and leave them on common property without anyone being able to challenge it.

If several parties have the decency to be so ignorant, then let everybody have the same right of abuse.

Real cost for sliding doors repair in Block A of \$4,791.75 in June 2015 - Buildings B and C awaiting same issues due to obsolete equipment

Electrical motors and related equipment for sliding doors at entrances of the four buildings are ageing and spare parts are almost impossible to find. The equipment is too old.

First major work was done in 2013, when entrance sliding doors at Block D were not operational for several weeks until parts were manufactured:

Called in By : PETER BONE

Phone No : 9868 2999

Order No : 351304

Date of Callout : 22/02/2013

Contact Name : [REDACTED]

Contact Ph. No : 0403 316 244

Description of Work	Quantity <small>Bus, hours labour is charged in 15 min units</small>	Unit Price	Amount
Supply and installation of new motor and gearbox, new idler wheel, drive belt and door clamps, electronic control unit, lockable selector switch, 2 floor guide blocks, 4 carriage wheels and internal sensor and presence curtain as per quotation.	1	\$3,740.00	\$3,740.00
Checked operation - OK.			
AS PER QUOTATION			

The same problem occurred in Block A. Entrance doors was not properly functioning for 24 days:



Not only the doors were not functioning, but security of the buildings was endangered because it was not protected by any security personnel at all times as this photo in the evening shows:



Five attempts to repair the siding doors in Block A incurred total costs of \$4,791.75 (GST inclusive):

Cred. Code	Creditor Name	Doc. Ref. No.	Doc. Date	Doc. Total	Chq. Date	Mtd.	Cnl. Chq.	Date Presented
34164	DORMA AUTOMATICS PTY LTD	NS237081	22/05/2015	324.50	02/06/2015	EFT	N	02/06/2015
34164	DORMA AUTOMATICS PTY LTD	NS236069	04/05/2015	842.75	15/05/2015	EFT	N	15/05/2015
34164	DORMA AUTOMATICS PTY LTD	NS235761	29/04/2015	324.50	15/05/2015	EFT	N	15/05/2015

Cred. Code	Creditor Name	Doc. Ref. No.	Doc. Date	Doc. Total	Chq. Date	Mtd.	Cnl. Chq.	Date Presented
6138	ALLGATE AUTOMATION PTY LTD	65757	02/06/2015	3080.00	12/06/2015	EFT	N	12/06/2015
6138	ALLGATE AUTOMATION PTY LTD	65474	22/05/2015	430.00	02/06/2015	EFT	N	02/06/2015
6138	ALLGATE AUTOMATION PTY LTD	65229	20/05/2015	220.00	02/06/2015	EFT	N	02/06/2015

Allgate advised that all four buildings require significant investment to replace electrical motors, end-gear, and other related equipment.

Block D had it replaced two years ago and Block B and C will face the same issue in the near future.

Rusting Treadmill in Basement

For several months now, ugly treadmill is rusting in the basement. It will almost certainly not be used in the complex again. Two visitors were shocked by seeing such ugly display of dead equipment in the garage area recently and they alerted me about it.

Remove please.



Protruding Rusting in the Ceiling in Pool Area and Unsightly Mirrors

Mirrors in rooms in the pool area need replacement. They are unsightly and look very ordinary and neglected.



Ceiling in the pool area has multiple signs of protruding iron or rusting metal. Not only might it be a health hazard, but also points towards neglect of the property:

