

Health hazard – Supporting smoking by providing access via fire doors

In spite of many warnings about health hazard and non-compliance with SP52948 By-Laws and SSMA 1996 and 2015, owners corporation provides direct and unrestricted access through fire door at the back of Block A.

The two photos, show lack of maintenance, and poor schedule for cleaning.

In the past, cigarette lighters and dirty cloth was found to be thrown on the grass at the back of Block A for prolonged periods of time.

Owners corporation needs to be constantly reminded of their duties and responsibilities.



Repetitive sewage repairs





- Not displaying Minutes and agendas of Executive Committee meetings on Notice Boards
- Not repairing two ½ roof membranes
- Not completing window washing
- Not fixing tripping hazard as reported for six years in Napier & Blakeley's professional report
- Elevator maintenance
- Cleaning storage rooms on top floors (OH&S hazard since 2012)

1. Secret removal of country of origin on BigAir antennae system

Action

Since 31st of January 2014, BigAir does not have valid contract with SP52948 and is running the business illegally:

31 January 2014

Attention:
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
TELECOMMUNICATIONS INSTALLATION
MACQUARIE PARK 2113**

Our Ref: 131862

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.

Impact

SP52948 does not have any reasonable benefits from BigAir since 2005.

Since AGM on 26th of November 2014, owners corporation approved to expel BigAir from the complex.

In late 2014, the following photos were taken by me on roof n Block C, during my regular checks of the management of the complex:



During visit to the roof area on 1st of March 2017, done jointly with owners corporation staff , it was apparent that somebody (can only happen with their direct knowledge or approval) removed the label with country of origin on one of the antennae:



Owners corporation prevented check of BigAir facility:

Subject: Visit to roof area and MDF room

Date: 25/08/17 16:11

Based on evidence that I applied for EC membership in compliance with strata laws several times, I am already an EC member and fully financial. Your duty will be to prove that several current EC members are FULLY financial since year 2000.

Pay also attention to identical handwriting on ballot papers at the AGM 2016 and check SSMR 2010 Section 18.

This is a repeat of other AGMs. Like AGM 2012 when Special By-Law 12 was allegedly approved:

<http://www.nswstratasleuth.id.au/SP52948-AGM2012-quorum-calculation-created-on-25Nov2012-updated-1Jul2017.pdf>

I have been in those areas of the complex number of times in the past without complaint. I have OH&S training.

One was with you on 1 March 2017. Nobody had problems with my visit then.

The evidence is collected for Police case.

One of the items is Motion 17 at AGM 2014 in regards to evicting BigAir that is still unattended to in accordance with owners corporation request and decision.

If you are unwilling to co-operate, please reply to this email.

In 2010, owners corporation rejected Optus offer to pay \$22,000.00 (GST inclusive) per year to run similar business in the complex. The losses to owners corporation (and higher levies) incurred by BigAir amount to possibly several hundred thousands of dollars since 2005.

Owners corporation staff member non-compliant for parking with the By-Laws

Action

Notice Board at the entrance to the complex, in existence since 2001:



Extract from SP52948 By-Laws regulating use of common property, registered since 1997:

WARATAH

Strata  Management

Address: P.O. Box 125, Eastwood NSW 2122 Phone: 02 9114 9599 Fax: 02 9114 9598
Email: enquiry@waratahstrata.com.au Web: www.waratahstrata.com.au

After Hours Emergencies 1300 730 214
(Before 9am – After 5pm, Weekends and Public Holidays)

By Laws for SP 52948

1-15 Fontenoy Road,

NORTH RYDE NSW 2113

1 Noise
An owner or occupier of a lot must not create any noise on the parcel likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

2 Vehicles
An owner or occupier of a lot must not park or stand any motor or other vehicle upon common property except with the written approval of the owners corporation.

3 Obstruction of Common property
An owner or occupier of a lot must not obstruct lawful use of common property by any person.

9 Depositing rubbish and other material on common property
An owner or occupier of a lot must not deposit or throw on the common property any rubbish, dirt, dust or other material likely to interfere with the peaceful enjoyment of the owner or occupier of another lot or of any person lawfully using common property.

10 Drying of laundry items
An owner or occupier of a lot must not, except with the consent in writing of the owners corporation, hang any washing, towel, bedding, clothing or other article on any part of the parcel in such a way as to be visible from outside the building, other than on any lines provided by the owners corporation for the purpose and there only for a reasonable period.

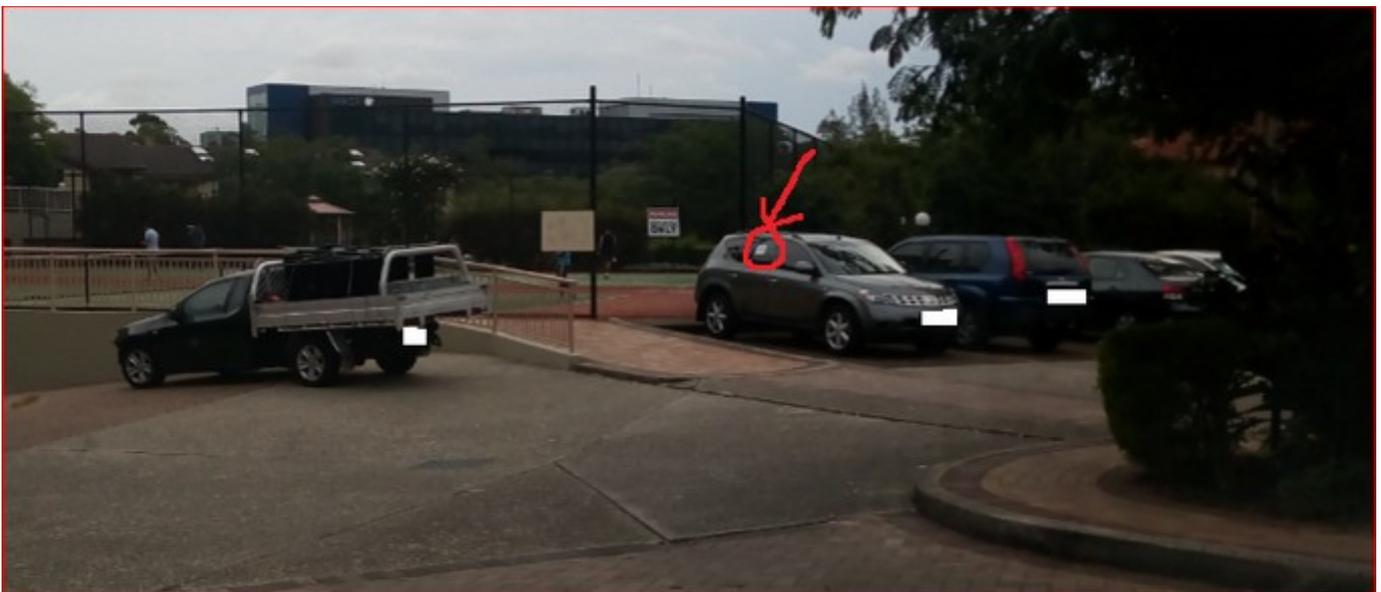
Extracts from owners corporation contract dated 7th of December 2014:

6.4	The Contractor will be responsible for and will ensure the good and proper conduct of its officers, employees and agents whom are engaged in providing the Services on the Premises.
7.2	The Contractor and its officers, employees and agents must ensure that all plant, machinery, tools, vehicles, ladders, scaffolding and other equipment used in the execution or performance of the Caretaking Services comply with any relevant statutory or other equipment regulations and are in safe condition. When not in use such equipment will be properly stored and secured so as to prevent unauthorised use thereof.

Staff member deliberately ignoring strata by-laws and parking illegally for more than four hours on 17th of December 2017:



The correct way to deal with illegal parking on common property is to put sticky warning on the window, as shown by this example:



Some fire safety lights not operational or repaired regularly

A fresh example:

Block A, second floor, exit light not operational since 7th of February 2018 (13 days now and counting). Photo evidence from each day since that date is in my possession.

No action by owners corporation yet.

The same light was non-operational in december 2017 for three days.

Owners corporation provided false statements about fire safety to Ryde City Council in previous years

On 12th of April 2016 I submitted my complaint about fire safety to City of Ryde. In it, I highlighted 12-year problem with my external fire door and other fire-safety issues in the complex.

Over many years, BCS Strata Management was submitting false fire safety reports to Ryde City Council.

Owners were never presented with the inspection reports that were documenting faults in the complex.

My warnings to BCS Strata Management were ignored since 2013 (their staff was also personally contacted on 4th of September 2013). In 2016, after serious report of non-compliance with stringent fire safety regulations, I logged additional inquiries, which were all ignored by BCS Strata Management.

Owners corporation was eventually forced by me to replace external door on my unit which was non-compliant with fire safety regulations for 12 years.

Owners corporation did not allow any information to be shared with other owners

At AGM 2016, on 19th of October 2016, BCS Strata Management disallowed my Motion about lack of fire safety maintenance.

Fire inspection report in 2017 confirmed that at least one unit (lot 160), which had fire safety non-compliance problem in 2016, had it again.

Owners corporation prevented Motion about fire safety from AGM 2017.

I accidentally found this document in June 2017, five months after BCS Strata Management was removed from managing SP52948.

Ryde City Council letter to BCS Strata Management on 9 August 2016:

QUOTE

Council has received correspondence advising that compliance tags are being fitted to existing fire doors, some doors being twelve years old; it is also alleged that some fire doors are non-compliant with the relevant Australian Standard.

I note that the last annual fire safety statement listed fire doors as one of the installed fire measure and certified them as compliant with their original design/installation standard; from the information provided to Council the gaps around the doors do not comply with the relevant standards.

END QUOTE

Ryde City Council did not get any response and initiated another request to BCS Strata Management on 3rd of November 2016:

QUOTE

I refer to Council's letter dated 9 August 2016 advising of an alleged serious fire safety breach and requesting comment from your service contractor.

To date Council has not received a response to this request.

END QUOTE

Here is what BCS Strata Management responded on 15th of November 2016, more than THREE MONTHS AFTER THE COUNCIL INQUIRY and ALMOST ONE MONTH AFTER THE ANNUAL GENERAL MEETING IN SP52948:

QUOTE

There are 198 residential units on the premises, each one with a fire door. There are also 98 common area fire doors.

...

This will take a technician 3 days to complete as long as all units provide access.

....

They have calculated that they would need to charge the building \$3,840.00 + GST for this service. At the moment they are scheduled to cart out an annual inspection on the building in January when (as per their agreement with the building) all of these doors will be inspected in accordance with conditions of the annual fire safety statement.

...

Due to above reasoning, the OC are kindly requesting that Council will agree to hold off until January to save the building this large expense.

END QUOTE

BCS Strata Management organised Annual General Meeting on 19th of October 2016, and this information was deliberately hidden from owners.

Another issue is that BCS Strata Management and building manager did not deny non-compliance with fire safety regulations, nor they offered any explanation why they ignored my complaints since 2013! City of Ryde was misled about lack of actions by BCS Strata Management.

Full evidence was provided to City of Ryde in January 2018.



ESSENTIAL WORKS NOTICE

firemanagement SOLUTIONS

RECTIFICATION OF DEFECTIVE FIRE PROTECTION AND ESSENTIAL SERVICES
1-15 Fontenoy Road, Macquarie Park

Fire Management Solutions has been engaged by the Strata Scheme to complete mandatory repairs of defective essential fire services at the above mentioned address

We will be attending site on **Wednesday 20th April 7.00am-12.00pm** to complete the required repairs and require access into the below Units to complete work as below.

Fire Management Solutions will require access into below apartments for a period of 15-20mins to complete repairs of fire doors

Access Required

- Unit 42
- Unit 43
- Unit 44
- Unit 45
- Unit 46
- Unit 47
- Unit 48
- Unit 98
- Unit 100
- Unit 111
- Unit 158
- Unit 160



**EAGLE FIRE PROTECTION
NOTICE OF
UNIT DOOR REPAIRS**

FOR ADDRESS: 1-15 Fontenoy Road, Macquarie Park
STRATA PLAN: 52948

THE FOLLOWING UNITS ARE REQUIRED TO PROVIDE
ACCESS IN ORDER TO COMPLETE MINOR RECTIFICATION
WORKS FROM THE RECENT INSPECTION

Unit Doors From 7.00am to 10.00am

Units 14, 17, 32, 39, 46, 68, 69, 104, 110, 120, 132, 136,
139, 142, 160, 174, 177 and 183

ALL WORKS WILL BE CARRIED OUT AND COMPLETED
BY OUR SERVICE TECHNICIANS

ON THE

20 /03/2017

For your convenience you may call on 9674 4585 between 9.30am and
12.00 pm Monday to Friday to make a specific time for the works to be
undertaken. No booking will be accepted on the day of repairs.

Fire-door problems in basement in SP52948

Email sent from Waratah Strata Management. The request for repairs was created after Lot 158 forced joint review of the complex maintenance on 1st of March 2017:

From: Robert Crosbie
Sent: Tuesday, 7 March 2017 12:09 PM
To: [redacted]@optusnet.com.au
Cc: [redacted]@waratahstrata.com.au
Subject: SP 52948, 1-15 Fontenoy Road, Macquarie Park

[redacted] raised the following issues with me at the conclusion of our site inspection last week:

1. We inspected Block A Fire Door 1 in the basement garage. It had both a door handle and a crash bar. The door handle was latching but the crash bar latches appeared to be locking in the unlatched position. In an emergency, if both the door handle and crash bar latch were working it would make it very difficult for a resident to exit the building, particularly if they were carrying a child. I suggest that the door handle should be removed with only the crash bar in operation. Please discuss this with the fire services contractors to confirm how this door should be operating. I assume other doors from the garages may also operate in a similar fashion, so should also be checked.
2. It was apparent that some fire doors were also catching on the floor and were not self-closing. These doors should also be serviced.
3. I understand that the garage fire doors previously had a sound alarm on them that operated after a set time to alert residents if a garage door was being used late at night or had been left open. This was a security measure to reduce break-ins to the garages. Dusan advises these alarms have been disabled or are no longer working. Please advise whether this was a decision made by the committee or if there is some other issue with these alarms.
4. We inspected the internal face of the louvres in Block A garage. These appeared to be quite badly corroded and may not be suitable for repainting. Please have Brian Thompson inspect these when he is next on site to advise whether they can be repainted or if they should be replaced.
5. There was a water stain on the concrete block wall inside the garage on the left hand side of Block A Fire Door 1. It would appear that there is water seeping through the wall from the fire stairs above. Please advise whether this has previously been reported and whether any quote has been obtained. I am sure there are many similar areas of water penetration into the garages which are not necessarily structural issues, but if a low cost remedy is available repairs may be worthwhile.

Your assistance in these matters is appreciated.

Instead of proper and prompt repairs, over the next eight months, owners corporation was literally pushed by Lot 158 to repair each fire door and items one at a time. Check of doors on 30th of September 2017 confirmed that Firedoor 3 was still having problems:

<http://www.nswstratasleuth.id.au/SP52948-Firedoor-3-still-jamming-30Sep2017.mp4>

Louvres were either not repainted from the internal face, or done very poorly. Alleged "approval" by professional painting consultant Mr. Brian Thompson was not found.

Sound alarms on the fire doors are still not operational.

Night lights switched off too early in parts of the complex

As reported last year, owners corporation for prolonged time (several months) were switching off security lights in the complex whilst still complete darkness. Lot 158 was closely monitoring the status. The action was in fact forced by Lot 158 complaint:

<http://www.nswstratasleuth.id.au/SP52948-complete-darkness-due-to-lights-repeatedly-turned-off-before-daylight-in-front-of-townhouses-before-6am-1Jun2017.mp4>

Even after the official complaint, it happened again:

<SP52948-repeated-complete-darkness-due-to-early-lights-off-pathway-to-bus-stop-10Jun2017.mp4>

This is happening again in 2018. Parts of complex towards townhouses and back of Block A are in complete darkness early in the morning.

Considering the fact that we had number of security incidents in the complex in the past, including an attempt of rape, and "Spider-style" (comic character) scaling of Block C to steal only a laptop from level 3, it is very dangerous to keep the lights off before daylight in any part of the complex.

Poor repainting of louvres and keeping it secret from owners in SP52948

Still applicable as of July 2018.

Number of warnings were submitted to owners corporation about the need to properly maintain louvres in the basement of the buildings.

Owners corporation was constantly reminded about poor maintenance. An example about louvres from July 2017:

<http://www.nswstratasleuth.id.au/Macquarie-Gardens-photos/gallery/index.php?/category/64>

<http://www.nswstratasleuth.id.au/SP52948-ownes-corporation-staff-did-not-answer-question-about-poor-painting-of-louvres-23Aug2017.html>



This one was taken straight in front of garage of one of the EC members on 28th of January 2018:



Undisclosed repetitive repairs without warranties

Repeated repairs, without any warranties continue to plague the complex. 23 water-related repairs in one unit alone (Lot 191) since late 2011:

Cred. Code	Creditor Name	Doc. Ref.	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
33568	NCB PLUMBING PTY LTD	34977	\$878.90	14/12/2015	14/12/2015	Lot 191: water leak through ceiling
33568	NCB PLUMBING PTY LTD	35299	\$658.90	24/02/2016	03/03/2016	Lot 191 and 192: water leaks
69661	W & M GORDON	151216	\$790.00	13/12/2016		Lot 191: repairs to bathroom ceiling after water leak
33568	NCB PLUMBING PTY LTD	INV36279	\$1,305.70	1/12/2016	13/12/2016	Lot 191: called out by caretaker, to a report of a water leak coming through the bathroom ceiling. We had to cut open a section of the ceiling to gain access to the pipes. We removed the section of the lagging and located the broken pipe. We found there were two separate leaks within a short distance and we managed to get a clamp over both leaks. We organised to return again, but received a call from the caretaker that one of the leaks had started up again. Upon checking we found that the leak was substantially worse and could not be re-clamped. As a result we had to notify residents and shut the water down to the building, so we could then cut out and replaced a 2 to 3 meter section of piping in the ceiling space, which also required us to cut another hole in the ceiling. Tested all new
33568	NCB PLUMBING PTY LTD		Undisclosed to owners	3/03/2017		A Block. Lot 191 water leak in laundry ceiling
	Warrick - Handyman		Undisclosed to owners	8/03/2017		Lot 191 repaired gyprock ceiling in laundry area after water
33568	NCB PLUMBING PTY LTD		\$1,185.80	3/03/2017		A Block. Lot 191 water leak through bathroom ceiling
??	Unknown	??	Undisclosed to owners	10/01/2018		A Block: Lot 191 water leak in ceiling cavity wall
		Total	\$15,715.90			

Lot 157 water leaks and common funds used for carpet repairs?

It seems that some work is again required in Lot 157, which suffered major water flooding in December 2014, was allegedly caused by water leak in EC member's unit (Lot 181):



Tue 23/12/2014 5:00 AM
 Ruth
 RE: Emailing: Carpet drying

To Russell Young

i You replied to this message on 23/12/2014 9:36 AM.

Good morning Russell,

This was caused by a water pipe that leaked in A Block from Unit 181 down the building and wet this unit. This was arranged and completed.

Regards,

The repair cost was \$3,025.00 (GST inclusive), paid by owners corporation, which means every carpet damage will have to be covered by owners corporations common funds in the future:

SYDNEY WET CARPET AND STRUCTURE DRYING EXPERTS	
<small>(A.C.N. 061 442 859) (A.B.N. 25 061 442 859)</small>	
Flood, Fire, Storm, and Water Damage Emergency Service	
<small>P.O. Box 708 ROSEBERY NSW 1445</small>	<small>Drying & Restoring Building Internal Structure and Contents INSURANCE – DOMESTIC – COMMERCIAL</small>
	<small>Ph: (02) 9667 4777 Fax: (02) 9313 4499</small>
INVOICE REPORT	
Invoice Report No:	3563
Customer Name:	Raine & Home, Strata Scheme # 52948
Premises:	157/1-15 Fontenoy Road, Macquarie Park
Water Damaged Areas:	Carpet, underlay and concrete floors in lounge room, dining room and hallway.
WORKS	COST
Attended premises Fri 04/07. Assessed water damaged areas using moisture and humidity devices. Moisture 99. Humidity 72. Dew 23. GPP 19. Extracted water from water damaged carpet, underlay and concrete floors using Commercial Extraction Machine. Cleaned water damaged carpet using same machine. Supplied and set up 2 Commercial Turbo Dryers and 1 Commercial Dehumidifier. 5 hrs x \$80 per hr + \$150 service call. Cost includes call out, travel, van, hydro moisture sensor, hydro and IR thermometer, cleaning solutions, tools and labour.	\$550.00
Commercial Extraction Machine to extract water from water damaged carpet, underlay and concrete floors, and clean carpet on 04/07. 3 hrs x \$80 per hr.	\$240.00
Anti-Microbial Treatments to water damaged areas to sanitise, kill 99% of germs and bacteria, and eliminate odours. Cost includes anti-microbial agents and labour.	\$190.00
2 Commercial Turbo Dryers to dry water damaged areas for 6 calendar days (04/07 to 09/07) at \$40 per dryer per calendar day.	\$480.00
1 Commercial Dehumidifier to assist drying water damaged areas and eliminate moisture for 6 calendar days (04/07 to 09/07) at \$110 per dehumidifier per calendar day.	\$660.00
Attended premises Wed 09/07. Assessed water damaged areas using moisture and humidity devices. Moisture 20. Humidity 53. Dew 16. GPP 12. Carpet, underlay and concrete floors dried. Dismantled and collected 2 Commercial Turbo Dryers and 1 Commercial Dehumidifier. Relaid and restretched restored water damaged carpet. \$480 + \$150 service call. Cost includes call out, travel, van, hydro moisture sensor, hydro and IR thermometer, tools and labour.	\$630.00
Subtotal	\$2,750.00
GST	\$275.00
TOTAL	\$3,025.00

Secret cheaper quote for roof membranes in 2014 kept undisclosed to owners

On 9th of June 2014, Dural Building Services (DBS) submitted the quote DBS Q14-048 for SP52948 roof repairs on Block B to BCS Strata Management.

BCS Strata Management paid their invoice in amount of \$385.00 six months after it was submitted.

DBS quote reported that complete roof of Block B (above unit 47) would be properly waterproofed and repaired at cost of \$74,800.00 (GST inclusive).

Thatr quote was never presented to owners and was not even included at General Meeting on 26th of November 2014.

The only "competitor" was Kintyre Building Services, which "won" the contract through deliberately misleading Motion at the General Meeting, without stating that their quote for HALF ROOF repairs on lock B would cost \$53,960.00 plus GST, which would make that quote MUCH MORE EXPENSIVE THAN DBS.

In addition, owners were not told in clear terms that Kintyre's quote provided ONLY FIVE YEAR warranty for the work due to long-term neglect of roofs in the complex.

After work wad completed in Block B, there was a complaint about the quality and urgent additional repairs had to be done in March 2015 (I have evidence of it).

To make things worse, without any further bids or requests for quotes, Kintyre Building Services "won" project for one other building. Paid roof repairs without tender to them since 2014 (prices include GST):

\$7,785.00 Block D: roof membrane - fourth part
\$25,000.00 Block D: roof membrane - third part
\$32,786.00 Block D: roof membrane - second part
\$43,714.00 Block D: roof membrane - first part
\$35,613.60 Block B: roof membrane - second part
\$23,742.40 Block B: roof membrane - first part

Waterproofing one whole roof in a building cost SP52948 around \$107,000.00 (GST inclusive). The same work, by DBS would cost around \$74,800.00 (GST inclusive).

Dubious costs and work completed in complex painting project in 2017

Details of the contracted values for the painting, including undisclosed details what painting was done on 26 townhouses which already had THREE paintings of pergolas over 20 years (against one poorly-done painting of buildings). In spite of all efforts, owners corporation could not provide any valid justification why painting of 26 townhouses that do not even have render cost owners corporation \$84,498.00 (plus GST) against each seven-storey building (including roof tops) which required minimum two coats of Dulux paint, massive number of repairs for cracks and paint blistering at cost of \$107,000.00 (plus GST).

In addition, five lattices in townhouses were erected without approval by owners corporation and are not part of common property: Lot 194, Lot 197, Lot 199, Lot 202, and Lot 216.

- The Agenda and Minutes of the AGM 2016 held on 4 November 2016 confirm that the estimated value of the painting contract with Townview Australia Pty Ltd was between \$600,000.00 and \$650,000.00.
- Owners corporation failed to disclose to owners that the full contract with Townview Australia Pty Ltd was in amount of \$630,846.00 (including GST).
- Owners corporation failed to disclose to owners the following breakdown of expenses for the painting project that they were aware of as early as 3 March 2017:

Block A: \$117,700.00 (including GST)
Block B: \$117,700.00 (including GST)
Block C: \$117,700.00 (including GST)
Block D: \$117,700.00 (including GST)
Various Structures: \$66,000.00 (including GST)
Townhouses: \$92,950.00 (including GST)

Total cost: \$629,750.00 (including GST).

- Motion 3 in the Minutes of EC meeting held on 20 July 2017 shows that around half of the project cost having been paid to date. Allegedly three quotes from RJ Bird Services to carry out remedial repairs required prior to painting were accepted at a total cost of \$27,580.00. No details of the "remedial repairs", and no evidence or statements about multiple quotes being sought from different providers were provided to any owner.
- Motion 3 in the Minutes of EC meeting held on 28 September 2017 shows that the painting project was complete and all accounts had been paid except the 5% retention amounts totalling \$28,187.00 + GST.

No details of the total costs, warranties, and other details were provided to owners.
- Agenda for the AGM 2017 sent to owners contained information that the total costs for the painting project were \$646,200.00 plus GST (totalling \$710,820.000).
- Waratah Strata Management listed total costs in the Agenda for AGM 2017 on page 25 (Capital Works Fund) as \$610,357.26 (plus GST). If one adds figure of \$28,187.00 (retention amount of 5% as per Motion 3 in Minutes of EC meeting held on 28 September 2017), it totals \$638,544.00 (plus GST).

The costs listed in the approved Minutes of the AGM 2016 differ from costs listed in the payment schedules dated 3 March 2017, and also differ from what Waratah Strata Management listed in the agenda for AGM 2017.

Request to Waratah Strata Management to provide details of the warranties that apply to the painting work has been declined so far.

Alleged work on townhouses is \$92,950.00 (including GST).

Evidence of outstanding work (for example, rusted louvres still not properly treated and painted from the inside of the basement of the garages) is withheld from owners by Waratah Strata Management:

Block A	Contract value \$107,000.00 plus GST		\$117,700.00	
20%	\$23,540.00	\$23,540.00		
40%	\$23,540.00	\$47,080.00		
60%	\$23,540.00	\$70,620.00		
80%	\$23,540.00	\$94,160.00		
95% Practical completion	\$17,655.00	\$118,815.00		
100%	\$5,885.00	\$117,700.00		
Townhouses	Contract value \$84,498.00 plus GST		\$92,950.00	
	<i>(Numbers have been rounded to avoided cents in the schedule)</i>			
20%	\$18,590.00	\$18,590.00	7610	31/03/17
40%	\$18,590.00	\$37,180.00	7617	19/04/17 *
60%	\$18,590.00	\$55,770.00	7618	30/04/17 *
80%	\$18,590.00	\$74,360.00	7618	30/04/17 *
95% Practical completion	\$13,943.00	\$88,303.00	7630	26/05/17
100%	\$4,647.00	\$92,950.00	7631	Not approved
<i>Note: Invoice 7631 - 100% claim - will sit until end of the defects liability period.</i>				

UPDATED 29 MAY 2017 FOR PAYMENT OF ITEMS HIGHTLIT IN YELLOW – ML&SP

Block B	Contract value - \$107,000.00 plus GST		\$117,700.00	
<i>Milestone completed</i>	<i>Payment</i>	<i>Progressive</i>	<i>Invoice</i>	<i>Approved</i>
10% - project deposit	\$11,770.00	\$11,770.00	7606	04/03/2017
20%	\$11,770.00	\$23,540.00	7612	31/04/2017 *
40%	\$23,540.00	\$47,080.00	7618	24/04/2017 *
60%	\$23,550.00	\$70,620.00	7624	22/05/2017
80%	\$23,540.00	\$94,160.00	7624	22/05/2017
95% - Practical completion	\$17,655.00	\$111,815.00	7626	Not approved
100%	\$5,875.00	\$111,700.00	7629	Not approved
<i>Notes: Claims for Practical Completion and retention are to and but the milestones have not been reached yet.</i>				
<i>Claim 7626 - PC is eminent but not quite there yet.</i>				
<i>Claim 7629 will not be approved until Contract End – 3 months after PC</i>				

Block C	Contract value - \$107,000.00 plus GST		\$117,700.00	
20%	\$23,540.00	\$23,540.00	7618	24/04/2017 *
40%	\$23,540.00	\$47,080.00	7625	22/05/2017
60%	\$23,540.00	\$70,620.00	7627	Not approved
80%	\$23,540.00	\$94,160.00	7627	Not approved
95% - Practical completion	\$17,655.00	\$111,815.00		
100%	\$5,885.00	\$117,700.00		

Note: Invoice 7627 is a composite claim for both the 60% and 80% milestones.

Whilst 60% has been achieved, 80% has not yet and approval deferred until reached

Block D	Contract value \$107,000.00 plus GST		\$117,700.00	
20%	\$23,540.00	\$23,540.00	7628	22/05/2017
40%	\$23,540.00	\$47,080.00		
60%	\$23,540.00	\$70,620.00		
80%	\$23,540.00	\$94,160.00		
95% Practical completion	\$17,655.00	\$111,815.00		
100%	\$5,885.00	\$117,700.00		

Various structures \$66,000.00	Contract value \$60,000.00 plus GST	
20%	\$13,200.00	\$13,200.00
40%	\$13,200.00	\$26,400.00
60%	\$13,200.00	\$39,600.00
80%	\$13,200.00	\$59,400.00
90% Practical completion	\$6,600.00	\$59,400.00
100%	\$6,600.00	\$66,000.00

Repetitive hot water system repairs and missing proof of quotes

This was summarised to owners corporation but a reply or comment never received.

On 1st of March 2017. I directly asked owners corporation staff if they had multiple quotes for replacing hot water system in Block C.

In front of a witness, they claimed that they personally gave three quotes to EC members and the strata agency.

At document search on 13th of June 2017, three quotes were NOT found in strata documents.

SP52948-Block-D-BCS-Strata-Management-Three-Hot-Water-Repairs-With-Significant-Costs-Without-Warranties-Six-Year-Period.pdf

Frequent problems, reactive maintenance, and poor repairs of hot water systems are common (almost always without applying any warranties) – costing owners corporation excessive amounts of money from common funds.