

Subject: SUMMARY SP52948 sunroom waterproofing is mandatory
From: SP52948 Lot 158
Date: 8/8/20, 10:03
To: Robert Crosbie <Robert@waratahstrata.com.au>, "frank@waratahstrata.com.au"
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We have heard from various owners that strata and building managers decline or do not properly repair water leaks in sunrooms.

Here is what every owner must know:

- Where water ingress can be traced to common property, it is strata's statutory obligation to rectify it. This often cannot be determined without the assessment of a plumber, engineer, or other professional.

When a lot owner notices a leak or water damage emerging they can request a committee to pay for this investigatory work, but an owner might decide to pay out of their own pocket first and seek reimbursement later. This is done for expediency – a leak should be investigated immediately, rather than waiting for a committee to convene, because a problem fixed sooner will be a problem fixed more affordably. Note this reimbursement could only apply if the problem was determined to be water ingress from common property.

- We live in so-called Class 2 building (apartment buildings).
- Sunroom is considered to be a habitable room. Habitable room means a room used for normal domestic activities, and:
 - (a) includes a bedroom, living room, lounge room, music room, television room, kitchen, dining room, sewing room, study, playroom, family room and sunroom; but
 - (b) excludes a bathroom, laundry, water closet, pantry, walk-in wardrobe, corridor, hallway, lobby, photographic darkroom, clothes-drying room, and other spaces of a specialised nature occupied neither frequently nor for extended periods.
- In 2003/2004, Lot 45 forced proper repairs in his sunroom through Fair Trading NSW.
- Since 2012, our strata managers and building managers prevent owners from knowing that due to significant water leaks and water-related damages, insurance companies forced water damage/burst pipe/exporatory excess for each and every claim \$10,000.00.

Sunroom must not have water leaks. Period.

Here are some of many pieces of evidence we collected for repairs to sunroom (we have much more).

All listed expenses are GST exclusive!

Lot 75, repair sunroom ceiling on 1 November 2010 (total cost \$450.00)

Lot 82, replace whole sunroom windows and frame on 11 November 2010 (total cost \$6,200.00)

17 Lots in all buildings, repair sunroom windows on 30 March 2011 (total cost \$1,700.00)

Block C, various Lots, repairs in sunrooms on 13 April 2011 (total cost \$700.00)

Block D, unknown Lot, repair sunroom window on 25 May 2011 (total cost \$800.00)

Lot 23, investigate sunroom leaks on 22 June 2011 (total cost \$390.00)

Lot 136, repair sunroom window on 4 August 2011 (total cost \$145.00)

Lot 198, investigate sunroom leak on 5 October 2011

Lot 100, render sunroom wall due to water damage on 28 October 2011

Lot 189, water leak into sunroom, poorly repaired previously on 23 November 2011

Lot 56, waterproof sunroom and repair leaks on 21 December 2011 (total cost \$520.00)

Lot 37, investigate and repair water leak into sunroom on 7 March 2012 (total cost \$640.00)

Lot 14, investigate water leak into sunroom on 18 April 2012 (total cost \$110.00)

Lot 23, 53, and 167, water leaks into sunroom On 2 July 2012

Lot 79, sunroom repairs on 25 February 2013

Lot 126, repair sunroom leaks and waterproofing on 12 March 2013

Lot 99, water leaks into sunroom on 19 March 2013

Lot 94, repairs in sunroom on 20 June 2013 (total cost \$365.00)

Lot 151, waterproofing sunroom on 5 August 2013

Lot 133, repair in sunroom on 8 August 2013

Lot 23, 25, and 45 investigate water leaks on 3 July 2013

Lot 23, 25, 43, and 186, repair water leaks on 20 August 2013

Lot 93, waterproofing on 18 September 2013

Lot 60, sunroom damage due to heavy rain on 5 December 2014

Lot 31, repair water leaks and waterproofing on 26 May 2014

Lot 146, repair in sunroom on 13 December 2016 (total cost \$200,00)

Lot 15, repaired bubbled wall in sunroom January 2016

Unknown Lot, repair cornices in sunroom on 19 October 2016

Regards,

—SP52948-insurance-excesses-hidden-from-owners-since-2012.png

Excesses:

SECTION 1	Earthquake	For each claim or series of claims during a period of 72 hours for loss or damage caused by Earthquake or Tsunami:	
		i. Where the Building(s) Sum Insured is up to \$5,000,000 and the Building is occupied solely for residential purposes; or	\$ 250
		ii. Where the Building Sum Insured is greater than \$5,000,000 and the Building is occupied solely for residential purposes; or	\$ 20,000 or 1% of the Building Sum Insured (whichever is the lesser)
		iii. Where the Building is occupied partly or solely for commercial purposes	\$ 20,000 or 1% of the Building Sum Insured (whichever is the lesser)
SECTION 1	Water Damage/Burst Pipe/Exploratory Cost on each & every claim		\$ 10,000
SECTION 1	Flood Damage claims		\$ 5,000
SECTION 1	All Other Claims as per Policy Wording and		\$ 1,000
SECTION 2	For each and every claim		\$ 250
SECTION 3	For each and every claim		\$ 250
SECTION 4	7 days		
SECTION 5	For each and every claim		\$ 250
SECTION 6	For each and every claim for loss of damage to machines		\$ 5,000 - Chillers, Cooling Works, Generators & Central Air Conditioners \$ 2,500 - Lifts and pump motors 1,000 - All Other Losses
SECTION 7	For each and every claim		\$ 10% of all Legal Expenses or \$1,000 for each claim, whichever is the greater
SECTION 8	For each and every claim		\$ 250

—SP52948-minutes-paper-EC-meeting-lost-Fair-Trading-Hearing-case-and-forced-to-waterproof-sunroom-Lot-45-9Aug2003.png

MOTION 2 That in connection with a Mediation Hearing due to take place on the 20th August 2003 (applicant Owner lot 45) that William John Fry from Raine & Horne Strata-Sydney be authorised to attend such Hearing on behalf of the Owners Corporation with an instruction that agreement be sought for the waterproofing of the sunroom to be undertaken at Owners Corporation cost but that the repairs be delayed until 2004 at which time scaffolding will be in place for the purpose of repainting the exterior of the building - Carried.

—Attachments:—

SP52948-Lot-56-waterproof-sunroom-21Dec2011.pdf	97.2 KB
SP52948-Lot-151-sunroom-waterproofing-5Aug2013.pdf	60.1 KB
SP52948-insurance-excesses-hidden-from-owners-since-2012.png	159 KB
SP52948-minutes-paper-EC-meeting-lost-Fair-Trading-Hearing-case-and-forced-to-waterproof-sunroom-Lot-45-9Aug2003.png	130 KB