

Amendments for Motions presented by Waratah Strata Management and EC members at AGM 2019

- Balance sheet provided by Waratah Strata Management for AGM 2019 as of 31st of August 2019, not fully disclosing liabilities and unpaid invoices:

Strata Plan 52948		Macquarie Gardens, 1-15 Fontenoy Road, Macquarie Park NSW 2113	
	Current period	Previous year	
Owners' funds			
Administrative Fund			
Operating Surplus/Deficit--Admin	181,364.03	(25,361.83)	
Owners Equity--Admin	119,267.19	144,629.02	
	<u>300,631.22</u>	<u>119,267.19</u>	
Capital Works Fund			
Operating Surplus/Deficit--Capital Works	(105,854.26)	231,826.41	
Owners Equity--Capital Works	954,786.80	722,960.39	
	<u>848,932.54</u>	<u>954,786.80</u>	
Net owners' funds	<u>\$1,149,563.76</u>	<u>\$1,074,053.99</u>	

Balance sheet as of 12th of October 2019:

Strata Plan 52948		Macquarie Gardens, 1-15 Fontenoy Road, Macquarie Park NSW 2113	
	Current period	Previous year	
Owners' funds			
Administrative Fund			
Operating Surplus/Deficit--Admin	(199,270.53)	(38,667.96)	
Owners Equity--Admin	119,267.19	119,267.19	
	<u>(80,003.34)</u>	<u>80,599.23</u>	
Capital Works Fund			
Operating Surplus/Deficit--Capital Works	(119,671.67)	49,280.17	
Owners Equity--Capital Works	954,786.80	954,786.80	
	<u>835,115.13</u>	<u>1,004,066.97</u>	
Net owners' funds	<u>\$755,111.79</u>	<u>\$1,084,666.20</u>	

- Based on 10-Year Capital Works Funds, in August 2019, owners corporation should have around \$2,175,568.00 in the fund balance.

Recommended Annual Capital Works Fund Payment								SP52948
								1-15 Fontenoy Road
End of Year	Year Ending	Recommended Capital Works Fund Payment	Annual % change in Capital Works Fund Payment	Adjustm't to Capital Works Fund Payment (Increase/ decrease)	CW/Fund Balance + Interest + Annual CW/Fund Payment	Costs in each year refer to the table above (page 3)	Capital Works Fund Balance	Interest on the Capital Works Fund Balance
A	B	C	D	E	F	G	H	I
					H+I+C		F-G	2.75%
							\$1,641,000	\$45,128
1	Aug-18	\$275,000			\$1,961,128	\$47,565	\$1,913,563	\$52,623
2	Aug-19	\$283,250	3.00%		\$2,249,436	\$73,868	\$2,175,568	\$59,828
3	Aug-20	\$291,748	3.00%		\$2,527,144	\$77,561	\$2,449,583	\$67,364
4	Aug-21	\$300,500	3.00%		\$2,817,447	\$267,411	\$2,550,035	\$70,126
5	Aug-22	\$309,515	3.00%		\$2,929,676	\$129,543	\$2,800,134	\$77,004
6	Aug-23	\$318,800	3.00%		\$3,195,938	\$599,838	\$2,596,099	\$71,393
7	Aug-24	\$328,365	3.00%		\$2,995,857	\$130,251	\$2,865,606	\$78,804
8	Aug-25	\$338,215	3.00%		\$3,282,626	\$179,540	\$3,103,085	\$85,335
9	Aug-26	\$348,362	3.00%		\$3,536,782	\$667,668	\$2,869,114	\$78,901
10	Aug-27	\$358,813	3.00%		\$3,306,828	\$1,877,185	\$1,429,643	\$39,315
11	Aug-28	\$369,577	3.00%		\$1,838,535		\$1,838,535	\$50,560

Note: some figures may be rounded

In reality, with some invoices not paid yet, the funds are much smaller.

- Agenda for AGM 2019 not listed on any notice boards throughout the complex.
- Extract from official statements by Waratah Strata Management while acting Chairperson, Secretary, Treasurer, and strata manager of owners corporation SP52948 to Police on 13th of April 2018:

It is clear from both of these documents that [redacted] has been making these allegations for many years and that they have been dealt with many times by the CTTT and the District Court and dismissed. The strata committee are extremely concerned that [redacted] is continuing to waste Police time on these false allegations.

- Extracts from official statements by Waratah Strata Management while acting as Chairperson, Secretary, Treasurer, and strata manager of owners corporation SP52948 to Fair Trading NSW on 20th of May 2019:

An Owners Corporation is a democracy – everyone has a say and everyone a vote and the majority rules. 218 owners in SP 52948 are very happy with the operation of the Owners Corporation and its strata committee. One owner thinks all of the other owners are idiots or thieves. Why should the OC and SC have to continue to respond to and waste its time and resources on one recalcitrant, obsessive owner? We understand you have to investigate this complaint, but ask you to take into account the above information and do not require ourselves or the OC to waste any more time on [redacted].

[redacted] In relation to Lot 158's requests to access records, it will be very difficult to locate those specific documents. We have received literally hundreds of emails and thousands of pages of correspondence from [redacted] in relation to a substantial range of issues. [redacted] has been lodging complaints with and against the Owners Corporation and the strata committee for over 10 years. (Waratah Strata have only been managing the building for a little over 2 of those years.) He has lodged complaints with the Police, City of Ryde Council and Fire & Rescue NSW. There have been 3 CTTT matters, all of which he lost. I would be happy to provide you with a copy of his correspondence, but would need to copy that to a USB and post it to you as it would be too large to send by email. I will advise however that [redacted] did conduct a records inspection in 2018 and has booked another inspection for later this month. He has never been denied access to the OC records.

- Extract from Solicitor Adrian Mueller advice to Waratah Strata Management on 22nd of August 2017:

4.5. Personal Information

The owners corporation is required to prepare and maintain a strata roll under the strata legislation. The strata roll must include personal information about owners including an address for service of notices of owners. The owners corporation's records doubtless include other personal information about owners and committee members such as email addresses and telephone numbers.

Under the strata legislation, any owner has a right to inspect the books and records of the owners corporation. During that inspection, the owners corporation must make, relevantly, the strata roll and any other record or document in the custody or under the control of the owners corporation available for inspection by the owner who conducts the inspection. An owner entitled to inspect any document of the owners corporation may take extracts from, or make copies of, the document under the strata legislation. The only restriction on this right of the owner is that he or she must not remove the document from the custody of the owners corporation.

It follows that there is nothing in the strata legislation which requires an owner who obtains personal information about other owners and strata committee members while inspecting the books and records of the owners corporation to keep that information confidential or refrain from using or divulging that information. Further, the general law does not recognise any general right to privacy. Nor do we consider that the personal details of owners held by the owners corporation constitutes confidential information, the dissemination of which would be protected by an action for breach of confidence, given that the information is held by the owners corporation and freely able to be inspected by owners and persons authorised by them.

We therefore conclude that the owners corporation is not presently entitled to obtain a Court or Tribunal order to restrain [redacted] from using or divulging personal information about owners he obtained whilst inspecting the books and records of the owners corporation. However, the owners corporation is able to make a by-law prohibiting owners using or divulging personal information about other owners in certain circumstances. If such a by-law is made, the owners corporation would be able to enforce it in the manner we have explained above. This would entitle the owners corporation to apply to the NSW Civil and Administrative Tribunal for an order to restrain [redacted] using or divulging the personal information of owners in breach of the by-law.

Extract from Waratah Strata Management email while acting as Chairperson, Secretary, Treasurer, and strata manager of owners corporation SP52948 to Fair Trading NSW on 20th of May 2019:

Some of the SC members have expressed concern about the information provided to you being provided to [redacted] specifically the Strata Roll, including the owners contact details. [redacted] has for many years emailed many of the owners that he has been able to obtain email addresses for. Many of those owners and many of the rest of the owners do not wish to be contact by [redacted] as he also sends them 50-100 page emails on a regular basis. The SC understand that [redacted] is entitled to obtain a copy of the Strata Roll when he conducts a strata inspection, but he is not entitled to a copy of the owners contact details such as phone and email addresses and they would not want that information passed on to him as a result of the complaint he has lodged. Please confirm that none of the documents provided will be passed on to [redacted].

Lot 158 summary to Waratah Strata Management about unavailable Strata Roll on 31st of August 2019 (not responded by the strata manager and again not provided in document search on 20th of September 2019):

For immediate official response.

During document search on 31 May 2019, one of many missing documents was SP52948 Strata Roll.

Waratah Strata Management had premeditated intention to prevent Lot 158 from getting it, in spite of legal obligations and even multiple legal advices like one on 22 August 2017 that owners like Lot 158 paid for (which was confirmed in their email to Fair Trading NSW on 20 May 2019).

Regards,

SP52948-SOLicitor-Adrian-Mueller-explaining-strata-roll-access-and-personal-information-sharing-22Aug2017.png

SP52948-official-notice-Waratah-Strata-Management-intention-to-prevent-Strata-Roll-Access-to-Lot-158-11-days-before-document-search-20May2019.png

- Email sent to Waratah Strata Management “Lot 158 accepts membership on SP52948 committee on 19Mar2019”. No replies received:

- Based on evidence of unpaid full levies (including 10% simple interest per year) for second gas connection, two current member of the committee could not have been and cannot be valid.
- Quorum at AGM 2016, 2017, and 2018 was not satisfied.
- Lot 158 Motions that were excluded without any reasonable explanation or merits were determined by legal advice to be solely decision by the EC on 1 March 2019 (as per attachment).
- The alleged loss of files and their manual recovery as per Waratah's email on 1 March 2019 and the fact that access to Waratah web site is not operational for days is a worrying sign.
- Today (19 March 2019), notice board displayed agenda for the Executive Committee meeting scheduled for 21 March 2019 (that is just one day notice because the day of the meeting must be excluded). It fails to satisfy SSMA 2015 in these regards:

Lack of detailed agenda.

Each member of the strata committee, and every lot owner, need to be notified of an intended strata committee meeting at least 3 days before the meeting is due to be held.

In a large strata scheme (more than 100 lots), the Secretary or meeting organiser needs to put the notice of the meeting on the noticeboard and deliver it to each owner.

In describing any notice period for meetings, the legislation does not describe the nature of the 'days' notice - whether they be business days, calendar days etc. In the absence of such specification, the Interpretations Act 1987 (Section 36) requires that the period of time shall be reckoned so as to be exclusive of the day of the 'event' - the meeting. Section 76 of this same Act also declares that a letter sent through the post is deemed to have been delivered on the fourth working day after it was posted.

- Audit of second gas levies based on available documents (evidence found so far about Lot owners with second gas connections up to 31st of May 2019):

3, 8, 59, 62, 68, 88, 102, 127, 134, 144, 147, 148, 154, 163, 167, 175, 181, 182, 192, 194, 198, 199, 206, 209, 213

SP52948 Second Gas Connections Inventory by Lot 158 based on available evidence - October 2019									
Lot No.	Voluntary self-reporting to BCS Strata Management 13M ay2014	More accurate self-reporting audit, based on Lot 158 findings in strata files	Steve Carbone alleged full audit 21M ar2016	Waratah Strata Management - Minutes EC meeting 16M ar2017	Waratah Strata Management report found in strata files 31M ay2019	Waratah Strata Management report found in strata files 20Sep2019	BCS Strata Management alleged invoice for second gas connections in FY 2012 and 2013 payable 1Aug2016	Evidence of approval for connections and or disconnections	Earliest records of commencement dates for second gas connection found so far (lots of strata files have been deliberately destroyed by strata managers and not made available to anyone)
3	No	Not found	Yes	Yes	Yes	Yes	Yes	Not found	Not found
8	No	Not found	No	Yes	Yes	No	No	Steve Carbone confirmed alleged disconnection on 16A pr2019	Not found
59	No	Not found	Yes	Yes	Yes	Yes	Yes	Letter 6M ar2013	Not found
62	Yes	Yes	Yes	Yes	Yes	Yes	Yes	EC meeting 26M ay1999	Commencement date provided
68	No	Not found	Yes	Yes	Yes	Yes	Yes	Not found	Not found
88	No	Not found	No	No	No	No	No	Letter 19Sep2013	Not found
102	No	Not found	Yes	Yes	Yes	Yes	Yes	Not found	Commencement date 2003
127	No	Yes	Yes	Yes	Yes	Yes	Yes	Not found	Commencement date M ay2013
134	No	Yes	No	No	No	No	Yes	Not found	Not found; BCS sent invoice for FY 2012, 2013, and 2016 on 15Jun2016
144	No	Not found	Yes	Yes	No	No	Yes	Not found	Not found
147	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Not found	Commencement date M ay2001
148	No	Yes	Yes	Yes	Yes	Yes	Yes	Not found	Commencement date 13Aug2007, disconnected on 9Sep2019
154	No	Not found	No	No	No	No	No	Not found	Paid partial levies in 2006
162	N/A	N/A	N/A	N/A	N/A	Yes	N/A	Not found	Connected on 30M ay2019
163	No	Not found	Yes	Yes	Yes	Yes	Yes	Not found	Not found
167	No	Yes	Yes	Yes	No	No	Yes	EC meeting 28Aug2013	Commencement date 27M ay2014
175	No	Not found	No	No	No	No	No	Not found	Commencement date 2002
181	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Not found	Commencement date 1999
182	No	Yes	Yes	Yes	Yes	Yes	Yes	EC meeting 26M ay1999	Commencement date 2009
192	No	Yes	No	No	No	No	No	Not found	Commencement date 2007
194	No	Not found	No	Yes	Yes	Yes	No	Letter 28M ar2011	Not found
198	No	Not found	No	No	Yes	Yes	No	Not found	Not found
199	No	Not found	No	Yes	Yes	Yes	No	Not found	Not found
206	No	Not found	No	Yes	Yes	Yes	No	Not found	Not found
209	No	Not found	No	Yes	No	No	No	Not found	Lot 209 admitted to Waratah Strata Management on 10A pr2017 they had stopped claiming reimbursements for private gas usage when a new tenant moved in to the property on 25Sep2014
213	No	Not found	No	Yes	Yes	Yes	No	Not found	Second gas connection approved at EC meeting on 17M ar1998, not allowed to claim gas usage reimbursements. Not to be charged for gas levy and not allowed to claim gas usage reimbursements. Confirmed having existing second gas connection when new owners moved in on 7Feb2014

AGM 2019 Motions

1 MINUTES (AGM 2019)

Previous general meeting (2018)

a) Amendments for Minutes of AGM 2017 were not included. Some of major items:

- Failed to document that unfinancial owner cannot vote at a meeting on a motion (except a motion requiring an unanimous resolution) if the owner of the lot was an unfinancial owner at the date notice of the meeting was given and did not pay the amounts owing before the meeting, as per SSMA 2015, Schedule 1, c23(8).
- Failed to inform owners corporation that SSMA 2015, Schedule 2, c9(4) states: voting rights cannot be exercised if contributions not paid - member of the strata committee is not entitled to vote on any motion put or proposed to be put to the strata committee if the member was, or was nominated as a member by a member who was, an unfinancial owner of a lot in the strata scheme at the date notice of the meeting was given and the amounts owed by the unfinancial owner were not paid before the meeting.
- Quorum for AGM 2016 not satisfied as per SSMA 2015, Schedule 1, c17(2)(a) and c17(2)(b).
- Members of the strata committee must disclose any direct or indirect financial interest the member has in a matter to be considered by the strata committee where that interest appears to raise a conflict with the member's duties (SSMA 2015, Schedule 2, c18(1)).
- The member must not be present during the deliberation of the matter or take part in a decision, unless the strata committee otherwise determines (SSMA 2015, Schedule 2, clause 18(4)).
- An owner of a lot in a strata scheme who was an unfinancial owner at the date notice was given of the meeting at which the election of a strata committee is to be held and who did not pay the amounts owing by the owner before the meeting is not eligible for appointment or election to the strata committee (SSMA, Section 32(2)).
- SSMA 2015, Section 260 makes members of the strata committee and officers of an owners corporation personally liable for their actions unless they acted in good faith. They are personally responsible for actions such as: dishonest, fraudulent, or dishonest acts, acts in conflict of interest, acts outside the scope of EC's authority, acts causing death, personal injury or damage, or loss to property.

b) Auditor's report for the period ended 31/08/2017 not considered to be adopted because it was not presented to any owner for viewing before, at, or after the meeting.

Lot 158 document search on 31st of May 2019 and 20th of September 2019 did not find auditor's report for FY 2017 and Waratah Strata Management failed to produce it as per legal requirements.

c) Ballot conducted in non-compliance with SSMR 2016 Section 10. Seven proxies given to Chairperson not used for ballot voting.

Three members of the EC allowed in spite of available evidence of having second gas connections and not fully paying prescribed levies (including 10% simple interest per year):

88, 147, 181

d) Seven proxy votes were given to Chairperson at Waratah Strata Management, who won the contract without tender and increased their own remuneration in contract signed by two EC members the same evening as AGM 2017, in non-compliance with SSMA 2015, Section 25: proxy cannot be used by a building manager, strata managing agent, or an on-site residential property manager for a financial or material benefit, as per Strata Schemes Management Act 2015,

Schedule 1, c25(7) and c25(8). Material benefits include: extending their term of appointment, increasing their remuneration, deciding not to pursue, or to delay, legal proceedings involving the proxy holder.

The base contract value was set without vote at general meeting to \$24,310.00.

e) Quorum for AGM 2017.

Official summary by Waratah Strata Management on 23rd of October 2017:

Unfinancial owners:	53, UE 2478
Financial owners:	165, UE 7522
Total owners:	218, UE 10000
Required quorum (25%):	42, UE 2500

Total listed as valid in Minutes of AGM: 54

Counted as valid to vote owners with second gas connections: 3, 62, 88, 147, 163, 167, 181, 182, 194, 198, 213

Proxies given to Strata Manager (Chairman): 7 (Lot 158 instructed them to vote against all Motions)

Proxies given to Lot 3: 8

Proxies given to Lot 88: 1 (Lot 133 – their investment unit)

Proxies given to Lot 147: 1

Proxies given to Lot 181: 6

Proxy from Lot 5 was not valid due to owner's presence at meeting.

Lot 34 owed \$3.03 (in paperwork Lot 33 and 34 gave proxy to Lot 3 but in official minutes proxies were given to Lot 200), which would disqualify them from voting in a similar manner applied in some of previous years.

Real count of valid owners present in proxies and in person at AGM 2017: 54 - 34 = 20

f) Lot 158 Motions excluded without legal grounds at AGM 2017.

g) By-Law "PROHIBITING UNREASONABLE COMMUNICATIONS". Not disclosed to owners that By-Law was unenforceable, stood no ground in eyes of law (as per Solicitor Adrian Mueller advice), and was harsh, unconscionable, and oppressive - in non-compliance with SSMA 2015, Section 139.

h) Caretaker contract renewal. Owners not informed about:

Master contract expenses for Building Manager (Caretaker) in period FY 1999 to 2018 (GST exclusive):

1999	\$186,611.00
2000	\$220,168.00
2001	\$220,624.00
2002	\$218,938.00
2003	\$218,167.00
2004	\$222,376.00
2005	\$227,995.00
2006	\$228,438.00
2007	232,844.00
2008	\$235,560.00
2009	\$244,287.00
2010	\$264,080.00
2011	\$245,094.00
2012	\$255,673.00
2013	\$256,605.00
2014	\$252,618.00
2015	\$275,838.00
2016	\$292,912.00
2017	\$291,507.13
2018	\$304,629.95

Contract RS/RH 081394 with Uniqueco Property Services signed by two EC members (Lot 147 and 181) was signed on 27th of November 2017 without approval of annual fees by owners corporation (prices exclude GST):

From 1 January 2018 to 31 January 2019 (increase of 2.06% compared to previous year)

Annual price

Day caretaking \$130,216.00

Pool maintenance \$11,849.00

Gardening \$55,980.00

Night caretaking \$112,955.00

Total \$311,000.00

From 1 February 2019 to 31 January 2020 (increase of 4% compared to previous year)

Annual price

Day caretaking \$135,424.00

Pool maintenance \$12,323.00

Gardening \$58,220.00

Night caretaking \$117,473.00

Total \$323,440.00

From 1 February 2020 to 31 January 2021 (increase of 4% compared to previous year)

Annual price

Day caretaking \$140,841.00

Pool maintenance \$12,816.00

Gardening \$60,548.00

Night caretaking \$122,172.00

Total \$336,377.60

i) Quorum for AGM 2018.

Official summary by Waratah Strata Management on 16th of October 2018:

Unfinancial owners:	20, UE 914
Financial owners:	198, UE 9086
Total owners:	218, UE 10000
Required quorum (25%):	50, UE 2500

Total listed as valid in Minutes of AGM: 70

Counted as valid to vote owners with second gas connections: 3, 62, 88, 102, 147, 148, 163, 167, 175, 181, 182

Proxies given to Lot 3:	1
Proxies given to Lot 88:	3
Proxies given to Lot 147:	8
Proxies given to Lot 181:	9

Proxy from Lot 5 was not valid due to owner's presence at meeting.

Real count of valid owners present in proxies and in person at AGM 2018: 70 - 34 = 36

j) Amendments for Minutes of AGM 2018 were not included. Some of major items:

- Failed to document that unfinancial owner cannot vote at a meeting on a motion (except a motion requiring an unanimous resolution) if the owner of the lot was an unfinancial owner at the date notice of the meeting was given and did not pay the amounts owing before the meeting, as per SSMA 2015, Schedule 1, c23(8).
- Failed to inform owners corporation that SSMA 2015, Schedule 2, c9(4) states: voting rights cannot be exercised if contributions not paid - member of the strata committee is not entitled to vote on any motion put or proposed to be put to the strata committee if the member was, or was nominated as a member by a member who was, an unfinancial owner of a lot in the strata scheme at the date notice of the meeting was given and the amounts owed by the unfinancial owner were not paid before the meeting.
- Quorum for AGM 2018 not satisfied as per SSMA 2015, Schedule 1, c17(2)(a) and c17(2)(b).
- Members of the strata committee must disclose any direct or indirect financial interest the member has in a matter to be considered by the strata committee where that interest appears to raise a conflict with the member's duties (SSMA 2015, Schedule 2, c18(1)).
- The member must not be present during the deliberation of the matter or take part in a decision, unless the strata committee otherwise determines (SSMA 2015, Schedule 2, clause 18(4)).
- An owner of a lot in a strata scheme who was an unfinancial owner at the date notice was given of the meeting at which the election of a strata committee is to be held and who did not pay the amounts owing by the owner before the meeting is not eligible for appointment or election to the strata committee (SSMA, Section 32(2)).
- SSMA 2015, Section 260 makes members of the strata committee and officers of an owners corporation personally liable for their actions unless they acted in good faith. They are personally responsible for actions such as: dishonest, fraudulent, or dishonest acts, acts in conflict of interest, acts outside the scope of EC's authority, acts causing death, personal injury or damage, or loss to property.

2 FINANCIAL STATEMENTS (AGM 2018)

Auditor's report for the period ended 31/08/2018 was not considered to be adopted because it was allegedly signed on the day of the AGM 2018 and not presented to any owner for viewing before, at, or after the meeting.

4 STRATA COMMITTEE (AGM 2018)

Three members of the EC allowed in spite of available evidence of having second gas connections and not fully paying prescribed levies (including 10% simple interest per year):

88, 147, 181

Lot 158 had five votes in the ballot, making them legal member of the committee.

7 LIFT UPGRADE (AGM 2018)

.Owners not notified in the Minutes of AGM 2018 that:

- The quotes obtained by Thompson Elevator Consultancy Services dated 16th of November 2017 were expired: they were more than 10 months old (from the date of tender), making it invalid for proper consideration by owners as the tender was open for 30 days from 16th of November 2017.
- The original plan by Waratah Strata Management and EC members was to approve quote by Liftronic in amount of \$550,000.00 (plus GST), for elevator upgrades that excluded Option E and F on 25th of December 2017.
- Thompson Elevator Consultancy Services wrongly listed art E and F as Optional expenses. Both of them were compulsory:
 - Part E: replacement for lift mains of lifts 1, 2, and 3 due to non-compliance with fire rating requirements
 - Part F: replacement of lift machines including ropes
- Failed to notify owners in the agenda for AGM 2018 that ropes for lift 4 in Block A were replaced on 10th of May 2017 and that was the only lift which had such work done in 22 years.
- After discussion at the meeting, which agreed to include Options E and F, EC members arbitrarily raised the allegedly approved value of the contract with Liftronic from \$766,371.00 to \$900,000.00 (plus GST), an increase above 17%. This information was not presented in the minutes of the AGM 2018 by Waratah Strata Management.
- Failed to disclose to owners corporation in Minutes of AGM 2018 that Lot 158, due to high value of \$900,000.00 which was not planned before AGM 2018, requested to convene general meeting if the elevator upgrades exceed \$900,000.00 by any amount, to prevent further up to 10% increases that SSMA 2015 Section 102 (2) allows.
- Elevator travelling cable is a specialised multi-conductor cable continually in motion with generally accepted lifespan of 20 years or 3,000,000 flex cycles. In 2018, the complex was 22 years old, without any major upgrades of works done on four elevators.
- Failed to disclose to owners the Liftronic Standard Terms & Conditions, which included these day labour and engineering rates in the tender:
 - Normal time: \$217.00
 - Time & Half: \$268.00
 - Double time: \$319.00

- Failed to disclose to owners that Liftronic may take photos or video of its equipment for the purposes of advertising and promotion or training. SP52948, by default, gives permission to Liftronic to use these images in printed, digital and on social media platforms. Liftronic would arrange with SP52948 mutually agreeable times for access for the capturing of any images.
- Thompson Elevator Consultancy Services listed maintenance for the new equipment be done only during business hours without charge for the first 12 months.
- Thompson Elevator Consultancy Services listed that Liftronic, may, at its discretion, act as an agent for the owners corporation where delivery is requested and all costs for cartage and insurance would be for the owners corporation to cover.
- Thompson Elevator Consultancy Services listed that changes to drawings would incur extra costs to owners corporation.
- Thompson Elevator Consultancy Services listed that only one inspection prior to hand-over would be free. Costs of additional inspections would be for the owners corporation to cover.
- Thompson Elevator Consultancy Services listed that rectification of warranty-identified defects would be done without charge by Liftronic personnel or contractors during normal business hours.

If maintenance and/or service calls are required to be provided outside of Liftronic normal working hours then these will be subject to additional charge to owners corporation.

- Thompson Elevator Consultancy Services listed that the warranty was conditional upon the installation being maintained by Liftronic, hence preventing competitive services by any other company.
- Thompson Elevator Consultancy Services did not list precise details of the warranty periods.
- Thompson Elevator Consultancy Services listed that Liftronic would be entitled to an extension of time for all delays beyond its control and if the delay was due to act, default, or omission of the owners corporation, Liftronic would be entitled to claim additional cost which it incurred (act of government, industrial dispute, lockouts, malicious damage, fire, explosion, flood, riot, terrorism, tsunami, storm, Act of God, or any Force Majeure event).
- Thompson Elevator Consultancy Services listed that Liftronic reserved the right to adjust the contract price for imported materials without specifying if and how much of the equipment was planned from imports.

9 INSURANCES (AGM 2018)

Owners not notified that the insurance renewal had already been signed before the AGM 2018 and that had to be retrospective approval.

Owners not notified that since 2012, due to frequent water damages insurance excesses have significantly increased (extract from 2018 policy):

Excesses:			
		For each claim or series of claims during a period of 72 hours for loss or damage caused by Earthquake or Tsunami:	
SECTION 1	Earthquake	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	

10 STRATA MANAGEMENT COMMISSION (AGM 2018)

Owners not notified in the Minutes that the managing agent received insurance commission in the amount of \$6,570.16 and that insurance commission of a similar amount, subject to any variation in insurance premium paid, would be received in the following 12 month.

13 SPECIAL BY-LAW 13 - GAS, WATER & SEWERAGE CHARGES (AGM 2018)

Owners not notified in the Minutes that the By-Law was harsh, unconscionable, and oppressive, and in non-compliance with SSMA 2015, Section 139.

Owners not notified that five townhouse owners had second gas connections without separate metering.

Owners not provided with any explanation how 15th of February 2018 was selected arbitrarily as date from which, an owner or occupier of townhouse in which a gas water heater or bayonet for gas heating or the use of any other gas appliance has been installed, the owner or occupier shall not be entitled to claim any refund from the Owners Corporation pursuant to clause 5 of the By-Law.

Owners not notified that Lot 158 Motion at AGM 2018 provided equitable benefits to all townhouse owners.

16 LOT 90 ARREARS CHARGES (AGM 2018)

Minutes do not contain the following information:

- Multiple owners complained about not receiving correspondence from Waratah Strata Management (agenda of meetings, minutes, levy notices).
- SSMA 2015, Section 83:
An owners corporation levies a contribution required to be paid to the administrative fund or capital works fund by an owner of a lot by giving the owner written notice of the contribution payable.
Contributions levied by an owners corporation must be levied in respect of each lot and are payable (subject to this section and section 82) by the owners in shares proportional to the unit entitlements of their respective lots.
Any contribution levied by an owners corporation becomes due and payable to the owners corporation on the date set out in the notice of the contribution. The date must be at least 30 days after the notice is given.
Regular periodic contributions to the administrative fund and capital works fund of an owners corporation are taken to have been duly levied on an owner of a lot even though notice levying the contributions was not given to the owner.

17 TOWNHOUSE LATTICE (AGM 2018)

Owners not notified that alleged major work on townhouses in amount of \$92,950.00 was completed in 2017 which should have covered carport lattices.

Owners not notified that Waratah Strata Management failed to provide detailed costs in relation to \$92,950.00 for townhouses in 2017.

Owners were not notified that SSMA 2015, Section 106 imposes strict duties:

- An owners corporation for a strata scheme must properly maintain and keep in a state of good and serviceable repair the common property and any personal property vested in the owners corporation.
- An owners corporation must renew or replace any fixtures or fittings comprised in the common property and any personal property vested in the owners corporation.
- If an owners corporation has taken action against an owner or other person in respect of damage to the common property, it may defer compliance with subsection (1) or (2) in relation to the damage to the property until the completion of the action if the failure to comply will not affect the safety of any building, structure or common property in the strata scheme.
- An owner of a lot in a strata scheme may recover from the owners corporation, as damages for breach of statutory duty, any reasonably foreseeable loss suffered by the owner as a result of a contravention of this section by the owners corporation.

18 LOT 158 MOTIONS (AGM 2018)

Minutes do not contain information that Motions by Lot 158 were illegally disallowed at AGM 2017 and 2018. As a good will, Lot 158 agreed to not proceed with them under strict guarantee that no affairs affecting Lot 158 directly (physically, through insurance risks, or in financial terms) occur to tenants of Lot 158 in the future.

A week later, on 26th of October 2018, owners corporation broke the guarantee by not protecting female co-owner from Lot 158 from repeated stalking, intimidation and harassment by Uniqueco Property Services staff.

19 LOT 158 MOTIONS MUELLERS LEGAL ADVICE (AGM 2018)

Minutes do not contain information that Solicitor Adrian Mueller was listed as a “person of interest” in alleged fraud in Police Event since 2017.

Minutes do not contain information that Solicitor Adrian Mueller earned around \$80,000.00 from owners corporation without any legally convened general meeting since 2012, and that his costs in FY 2018 alone amounted to %5,550.00 (plus GST).

Minutes do not contain information that the Solicitor charged owners corporation for undelivered services on 28th of May 2018. It was in amount of \$350.00 (plus GST) for "Report to Police", in which, according to the Police statements on 28th of August 2018, he did not provide crucial eight emails for fraud investigation.

Minutes do not contain information Lot 158 agreed to not proceed with them under strict guarantee that no affairs affecting Lot 158 directly (physically, through insurance risks, or in financial terms) occur to tenants of Lot 158 in the future.

2 CHAIRMAN'S REPORT & FINANCIAL STATEMENTS (AGM 2019)

- Information not provided who paid for two front garage door damages on 13th of September 2018 and 12th of March 2019. Allgate invoice A4133 in amount of \$3,190.00 (GST incl) dated 29th of April 2019 was not paid even as late as July 2019.

The estimated costs for two repairs is around \$6,000.00 and should be charged to owners and visitors who did the damage.

- Information not provided about amounts, calculations, and periods covered for payments of second gas levies in FY 2019.
- Townhouse owner Lot 207 claimed reimbursements for gas usage, in spite of second gas connections:

SP 52948

1-15 FONTENOY ROAD, MACQUARIE PARK

GAS AND WATER CHARGES

The following units have additional gas heating points installed and are to be charged the "Additional Gas Point Fee":

Lots 3, 59, 62, 68, 102, 127, 147, 148, 162, 163, 181, 182.

(Note: Lot 8 disconnected 16/4/19 – charged pro-rata year.)

(Note: Lot 162 connected additional gas point 30/5/19 – charged pro-rata year.)

A charge of \$220 incl. GST per annum for gas usage for the period of 1 September to 31 August each year (SP FY) is to be invoiced and payable as at 1 May each year for that period.

The following townhouses are entitled to claim for gas usage charges:

195, 196, 197, 198, 200, 201, 202, 203, 204, 205, 207, 208, 209, 210, 211, 212, 214, 215, 216, 217, 218, 219.

Lots 194, 198, 199, 206, & 213 cannot claim for gas usage as they have an additional gas point (heating or hot water) and are not to be charged the Additional Gas Point Fee.

Lot 213 has removed gas cooking so cannot claim for gas usage.

Townhouses 194 – 219 can claim for water usage.

Gas Code – 181100

Water Code – 181101

3 AUDITOR (AGM 2019)

Auditor's report by Economos, dated 20th of September 2019, did not disclose information about:

- Waratah Strata Management contributed to loss of USB key with strata files in April 2018 for all periods prior to 1st of February 2017, due to pack of backups and proper data maintenance. This event was not disclosed to owners corporation at AGM 2018, or acknowledged in Economos's report for FY 2018.
- Waratah Strata Management contributed to loss of most strata files (including invoices, proofs of payments, emails, legal documents, documents of interest to the Police, and others) in alleged ransomware attack in February 2019.
- Economos was approached to provide statement about knowledge of two data losses. They declined to respond.

4 STRATA COMMITTEE (AGM 2019)

- Unfinancial owner cannot vote at a meeting on a motion (except a motion requiring an unanimous resolution) if the owner of the lot was an unfinancial owner at the date notice of the meeting was given and did not pay the amounts owing before the meeting, as per SSMA 2015, Schedule 1, c23(8).
- SSMA 2015, Schedule 2, c9(4) states: voting rights cannot be exercised if contributions not paid - member of the strata committee is not entitled to vote on any motion put or proposed to be put to the strata committee if the member was, or was nominated as a member by a member who was, an unfinancial owner of a lot in the strata scheme at the date notice of the meeting was given and the amounts owed by the unfinancial owner were not paid before the meeting.
- Members of the strata committee must disclose any direct or indirect financial interest the member has in a matter to be considered by the strata committee where that interest appears to raise a conflict with the member's duties (SSMA 2015, Schedule 2, c18(1)).
- The member must not be present during the deliberation of the matter or take part in a decision, unless the strata committee otherwise determines (SSMA 2015, Schedule 2, clause 18(4)).
- An owner of a lot in a strata scheme who was an unfinancial owner at the date notice was given of the meeting at which the election of a strata committee is to be held and who did not pay the amounts owing by the owner before the meeting is not eligible for appointment or election to the strata committee (SSMA, Section 32(2)).
- SSMA 2015, Section 260 makes members of the strata committee and officers of an owners corporation personally liable for their actions unless they acted in good faith. They are personally responsible for actions such as: dishonest, fraudulent, or dishonest acts, acts in conflict of interest, acts outside the scope of EC's authority, acts causing death, personal injury or damage, or loss to property.

5 RESTRICTED MATTERS (AGM 2019)

Lot 158 made the following proposals for decisions to be made only at general meetings:

- Setting levies for second gas connections.
- Any expense above \$30,000.00 as per SSMR 2016 - Regulation 25.
- Comply with SSMA 2015 - Section 102: if an expense raises more than 10% above the budgeted amount for an item, except for emergencies.
- Any increase in contract values for strata management, building management, and other applicable contract in the future, but specifically for Waratah Strata Management at AGM 2019 (5% is their default increase currently).

6 TENANT REPRESENTATIVE (AGM 2019)

Unofficial audits show that more than 50% of lots are now used as investment properties.

Attempts to confirm it with Waratah Strata Management failed due to lack of proper audits.

9 LEGAL PROCEEDINGS AGAINST LOT 158 (AGM 2019)

- Agenda for AGM in October 2012, with statements repeated several times over the years:

rising as a direct result. The EC regret that activity has undone years of careful management of our expenses and are at a loss as to how to compel the owner to desist. The OC has sought legal advice and has engaged the services of a specialist NSW strata lawyer to deal with these claims.

The financial damage to our community caused by claims against the OC has now been clearly manifested and will affect your levies.

The value of our investment at Macquarie Gardens is also highly likely to be detrimentally affected by claims about the actions of our managing agent ("MA") over a number of past years.

- One week after the AGM 2018, female owner of Lot 158 was again exposed to unprovoked stalking, intimidation, and harassment by Uniqueco Property Services staff on 26th of October 2018. Waratah Strata Management refused to inform owners about it.

Over last year and a half, the following Police Events were raised for continuous stalking, harassment, intimidation, and latest one for damage to car whilst parked near tennis courts in broad daylight:

26th of March 2018 (Waratah Strata Management and Uniqueco Property Services failed to provide CCTV access)
26th of October 2018 (Waratah Strata Management and Uniqueco Property Services failed to provide CCTV access)
14th of November 2018 (Waratah Strata Management and Uniqueco Property Services failed to provide CCTV access)
11th of August 2019 (Waratah Strata Management and Uniqueco Property Services failed to provide CCTV access)
10th of October 2019

- Neither Standard nor Contingency Costs Agreement was provided to any owner before the AGM 2019 for expense as large as \$150,000.00.

The agreement is also not available on Waratah Strata Management website.

- Legal requirements in NSW: a law practice is not required to disclose costs if total legal costs in the matter (excluding GST and disbursements) are not likely to exceed \$750.00.

If the total legal costs in a matter (excluding GST and disbursements) are not likely to exceed \$3,000.00, the law practice may provide a short, standard form costs disclosure rather than making full costs disclosure.

If a law practice does not provide the required costs disclosure to the client:

- Any costs agreement is void; and
- The client is not required to pay the costs, and the law practice must not commence or maintain proceedings for the recovery of the costs, until they have been assessed or any costs dispute has been determined by the Legal Services Commissioner. (The Commissioner may, in some cases, refer the costs dispute to the Law Society or Bar Association); and
- The failure is capable of constituting unsatisfactory professional conduct or professional misconduct on the part of the lawyer involved.

- In last 12 months alone, Lot 158 made significant efforts to reason with the EC members, Waratah Strata Management, and other owners, including offer to make amends for any alleged defamation, deliberately false or misconstrued statements. None of the parties replied or offered any facts to refute statements by Lot 158. Some of the emails directly:

Lot 62 on 25th of November 2018 and 28th of November 2018

Lot 147 on 25th of November 2018 and 28th of November 2018

Lot 3 on 25th of November 2018 and 28th of November 2018

Lot 181 on 25th of November 2018, 26th of November 2018, and 28th of November 2018

Lot 102 on 26th of November 2018 and 28th of November 2018

Lot 148 on 27th of November 2018 and 28th of November 2018

Lot 182 on 28th of November 2018

Lot 175 on 27th of November 2018 and multiple efforts until 3rd of December 2018

Lot 192 on 28th of November 2018

Lot 167 on 28th of November 2018

Lot 209 on 16th of October 2018 (in response to their complaint dated 22nd of November 2014)

Waratah Strata Management (Lot 158 asking email to be shared with all owners) on 18th of June 2019

Waratah Strata Management (Lot 158 asking email to be shared with all owners) on 19th of June 2019

Waratah Strata Management (Lot 158 asking email to be shared with all owners) on 23rd of June 2019

Waratah Strata Management (Lot 158 asking email to be shared with all owners) on 29th of June 2019

Group of owners on 29th of June 2019

Waratah Strata Management on 22nd of September 2019

Waratah Strata Management on 24th of June 2019

- Lot 158 collected significant evidence from strata files(emails, oral statements, minutes of meetings) that strongly defame and expose Lot 158 to ridicule, shame, efforts to portray them as serial litigators, delusional, and unreliable.
- From Solicitor Adrian Mueller's own website (<https://muellers.com.au/strata-rules-for-appointing-lawyers/>):

There are new rules an owners corporation must follow before appointing a lawyer or taking legal action (legal services).

If legal services:

***will not cost more than \$3,000, or
are urgent and will not cost more than \$15,000, or
relate to obtaining legal advice before taking legal action, or
concern the collection of overdue levies,***

the strata committee is able to approve those legal services: see section 103 Strata Schemes Management Act 2015 and cl 26 Strata Schemes Management Regulation 2016.

If the above applies, there is no need for an owners corporation or strata manager to send a lawyer's costs agreement or costs disclosure to owners and committee members under section 105 Strata Schemes Management Act 2015.

The above assumes the power of the strata committee to obtain legal services or spend money has not been restricted at a general meeting and owners who hold 1/3 of the unit entitlements do not block a proposed decision of a strata committee to obtain legal services.

- Solicitor Adrian Mueller earned close to \$90,000.00 since 2012 for allegedly defending owners corporation and he did not offer assistance to Police in 2018 to prove Statutory Declaration he had prepared to CTTT on 19th of April 2013 was based on valid emails.

- Solicitor Adrian Mueller is reported to Office of Legal Services Commissioner since 24th of January 2019 and listed as "person of interest" in Police Event E65804633 since July 2017 (along with a few EC members).

Partial listing of issues that were submitted for professional misconduct of Solicitor Adrian Mueller (legal practitioners call them "allegations"):

- Four versions of the Standard Costs Agreement and only one contained the alleged signature by Mr. Gary Webb nine months after the engagement:

17th of July 2012: Signed Standard Costs Agreement by BCS Strata Management Epping Branch Manager Mr. Paul Banoob in document generated on 16th of April 2013 and undisclosed to owners, CTTT, and District Court in 2012, 2013, and 2014. Found in strata documents in sixth paid document search on 13th of June 2017.

25th of July 2012: Allegedly signed Standard Costs Agreement by BCS Strata Management Mr. Gary Webb as provided in Statutory Declaration by Mr. Peter Bone to CTTT on 19th of April 2013 (nine months after the event).

28th of August 2012: Undisclosed to owners, CTTT, and District Court in 2012, 2013, and 2014. BCS Strata Management insurance claim form and files without signed Standard Costs Agreement.

29th of January 2013: Solicitor Mr. Adrian Mueller's submission to CTTT without signed Standard Costs Agreement.

- Solicitor suggested to the Executive Committee to use insurance claims to pay for his invoices on 2nd of July 2012 in spite of knowing that the owners corporation had no funds to pay even the standard bills in that month (had to withdraw money from the other funds secretly).
- Solicitor was well informed about the secret change of the insurance contract clause (without owners corporation knowledge or approval) and the first claim made for his expenses only two weeks later (at the end of August 2012).
- Solicitor provided false statement to the Tribunal that Lot 3 was away from the country at the CTTT Hearing on 19th of October 2012 but the same evening Lot 3 was found present at the Annual General Meeting.
- Solicitor confirmed to CTTT in letter on 26th of October 2012 that Lot 3 was not part of the proceedings, and yet, had full knowledge of insurance claims for "Defence of Lot 3" which amounted to \$24,919.31 (plus GST) in period August 2012 to mid-2013.
- Solicitor was well informed about the invoice paid for insurance premiums to Gallagher Australia on 21st of September 2012 in amount of \$84,414.77, which was 74.38% higher than in September 2011 (due to warning by the Insurance Broker about the "high risk" CTTT case in August 2012 and excessive water-damage repairs in the complex).
- Solicitor was well informed about losses to Lot 158 in amount of close to \$29,000.00 due to his actions.
- Solicitor was well aware that in 2012 and 2013 none of the owners (including the Executive Committee members) were paying levies for second gas connections.
- Solicitor was well aware about the documented losses above \$120,000.00 for private water and gas reimbursements to selective townhouse owners without Special Resolution of Special By-Law in period 1999 to May 2013.
- Solicitor was well aware of the plan for BCS Strata Management to submit Statutory Declaration and be present at CTTT Hearings in 2012/2013 but he disallowed it.

- Solicitor was well aware of SP52948 owners not wanting to engage him as per Lot 158 evidence in May 2013. One of the votes against the Solicitor belonged to Rabbi Cohen, who is still the owner in the complex.
- Solicitor sent secret note to the Executive Committee urging them to produce "signed contract" one day after third CTTT hearing on 17th of April 2013.
- Solicitor initiated CTTT case without official owners corporation approval or disclosure to owners on 10th of December 2012, although he was well aware that the insurance had approved \$12,714.65 for his legal costs three days earlier on 7th of December 2012.
- Solicitor was directly involved in preventing Lot 158 from viewing strata files in 2012 and 2013 without valid reason. Solicitor's invoice dated 6th of March 2013 shows the efforts by him to prevent access to them (including the Standard Costs Agreement which ALL owners should have received as early as July 2012).
- Payment was uncovered for the Solicitor dated 28th of May 2018. It was in amount of \$350.00 (plus GST) for "Report to Police", in which, according to the Police statements on 28th of August 2018, he did not provide crucial eight emails. In strata files Lot 158 found no Standard Costs Agreement for the expense dated 28th of May 2018 and no invoice issued by Solicitor Adrian Mueller.

There are two types of the documents that are in alleged eight emails sought by the Police, Fair Trading NSW, and Lot 158:

- ✓ Emails where Solicitor Adrian Mueller was a direct sender or a recipient (they are much more difficult to "misplace or "lose" because they are part of work files),
- ✓ Emails from the owners corporation and strata managers that were allegedly provided to Solicitor Adrian Mueller when he prepared Statutory Declaration for the strata manager. In theory, they are possibly easier to displace but nevertheless difficult to justify, especially since they had to be processed electronically for the generation of the Statutory Declaration dated 19th of April 2013.

Had Solicitor Adrian Mueller really lost those files (for whatever reason), he would still be guilty as per Legal Profession Uniform Law Australian Solicitors' Conduct Rules 2015, under the Legal Profession Uniform Law, 14.1.2, and would have to notify both the Police and the owners corporation about such an event. No client would appreciate loss of files, especially in event when CHU Insurance forced SP52948 to repay \$8,800.00 for insurance claims made in 2012/2013.

Solicitors must follow strict rules in the maintenance of client files. SP52948 owners have not received any notice from Solicitor Adrian Mueller about his negligence (if the files are really "lost or misplaced permanently"). Attorney-General Greg Smith (2011-2014), who tabled the Law Society's report in parliament, said it was important that lawyers were held to account.

- In FY 2018, the Solicitor charged SP52948 \$5,550.00 (plus GST) for services which include attempt to silence Lot 158 through "Bylaw Prohibiting Unreasonable Communication". None of the owners were notified about the amount of costs incurred by the Solicitor at any time during 2018 and up to agenda for AGM 2019.
- In FY 2019, the Solicitor charged \$2,500.00 (plus GST), for "Advice on Communications". His Standard Costs Agreement, and the "advice" was not found in document search on 20th of September 2019.
- Evidence was found that Solicitor was/is fully aware of risks due to unfinancial owners real threat that any owner (including Lot 158) can initiate legal case.

- Office of Legal Services Commissioner made a judgement on 31st of May 2013 in file 41366_2, in which this was acknowledged the Solicitor partially acted in breach of legal obligations. OLSC confirmed that his "Fee Proposals" did not fully comply with the costs disclosure requirements set out in section 309 of the Legal Professions Act 2004 (LPA).
- Solicitor was actively involved in the creation of the Statutory Declaration to CTTT in 2013 with eight crucial emails still missing as evidence, against the wishes of owners corporation or approval at any general meeting or disclosure, causing excessive courier costs to owners corporation in amount of \$851.56 on 19th of April 2013.
- Eight emails that are part of the Statutory Declaration signed by Mr. Peter Bone upon document creation by Solicitor Adrian Mueller are crucial and nobody seems to have them or prove they existed. Lying in a Statutory Declaration is punishable by up to five years in prison, according to the NSW Oaths Act.

Former judge Marcus Einfeld served two years in prison for knowingly making a false statement under oath and for attempting to pervert the course of justice. The case stemmed from the improbable catalyst of a false statutory declaration over a \$77 speeding fine. Justice James said the retired judge engaged in "deliberate, premeditated perjury" in order to avoid incurring demerit points on his driver's licence.

- Solicitor should not be allowed to help members of the SP52948 Executive Committee to directly or indirectly cause physical or mental harm to Lot 158 just because they found strong evidence of financial mismanagement in the complex. This especially applies to a female owner, who has special medical conditions and any stress can kill her (medical certificate confirms it).
- During 2012, Solicitor Adrian Mueller failed to comply with CTTT orders for the Hearing three times as well.
- Solicitor had direct knowledge of four insurance claims for non-existent CTTT case "Defence of Lot 3" in 2012/2013, which, four years later, CHU Insurance forced owners corporation to repay \$8,800.00 in 2017.
- Over the last seven years, Solicitor was well informed and had received numerous pieces of evidence that SP52948 did not have valid Executive Committee and that their decisions were not made with valid quorum at general meetings, as per SSMA 1996 and SSMA 2015. Failing to know that a contract for his engagement had to be valid is negligent to the extent that disciplinary action can and should be taken due to repetitive nature of his involvement.
- Section 316 of the Crimes Act 1900 (NSW) makes the knowing concealment of information relating to a "serious indictable offence" a crime punishable by up to 2 years imprisonment. Section 4 of that Act defines "serious indictable offence" to mean an indictable offence that is punishable by imprisonment for life or for a term of 5 years or more. Subject to certain exclusions this generally includes the fraud offences in Part 4AA of that Act as well as stealing and similar offences in Part 4.

Section 316(1) states if a person has committed a serious indictable offence and another person who knows or believes that the offence has been committed and that he or she has information which might be of material assistance in securing the apprehension of the offender or the prosecution or conviction of the offender for it fails without reasonable excuse to bring that information to the attention of a member of the Police Force or other appropriate authority, that other person is liable to imprisonment for 2 years.

- Solicitor engaged in personal threats and bullying trying to prevent CTTT cases in period 2012-2014. Solicitor continued to delay CTTT proceedings in spite of persistent requests to provide evidence of his legal engagement for six months (until 19 April 2013).
- Solicitor has a duty of care which arises where it is reasonable to expect that Lot 158 might be injured or harmed if they act or behave with a lack of care. This is called foreseeability.

- Solicitor worked against owners corporation by merely protecting own interests and interests of a group of selected Executive Committee members of which some had/have not been legal to represent owners corporation.

- From legal guidelines:

Solicitor must not provide a statement which they know to be untrue,
Solicitor must act with honesty, integrity and candour,
Solicitor must correct any statement made subsequently discovered to be wrong,
Solicitor must avoid conflicts of interest,
Solicitor must avoid any compromise to their integrity and professional independence,

- Solicitor's continuous actions constitute repetitive, premeditated, orchestrated efforts to:

Mislead the Court,
Abuse the Court's processes (continuing with court proceeding found to be wrongly conceived).

- Waratah Strata management requested help from Solicitor Adrian Mueller in June 2019 to obtain access to additional copy of all strata files provided by BCS Strata Management on 1st of February 2017. No evidence of those files were found during document search on 20th of September 2019. No evidence was found of missing eight emails that the Police and Lot 158 seek.

10 BUDGET & LEVY CONTRIBUTIONS (AGM 2019)

- Based on 10-Year Capital Works Funds, in August 2019, owners corporation should have around \$2,175,568.00 in the fund balance.

Recommended Annual Capital Works Fund Payment								SP52948
								1-15 Fontenoy Road
End of Year	Year Ending	Recommended Capital Works Fund Payment	Annual % change in Capital Works Fund Payment	Adjustm't to Capital Works Fund Payment (increase/decrease)	CW/Fund Balance + Interest + Annual CW/Fund Payment	Costs in each year refer to the table above (page 3)	Capital Works Fund Balance	Interest on the Capital Works Fund Balance
A	B	C	D	E	F	G	H	I
					H+I+C		F-G	2.75%
							\$1,641,000	\$45,128
1	Aug-18	\$275,000			\$1,961,128	\$47,565	\$1,913,563	\$52,623
2	Aug-19	\$283,250	3.00%		\$2,249,436	\$73,868	\$2,175,568	\$59,828
3	Aug-20	\$291,748	3.00%		\$2,527,144	\$77,561	\$2,449,583	\$67,364
4	Aug-21	\$300,500	3.00%		\$2,817,447	\$267,411	\$2,550,035	\$70,126
5	Aug-22	\$309,515	3.00%		\$2,929,676	\$129,543	\$2,800,134	\$77,004
6	Aug-23	\$318,800	3.00%		\$3,195,938	\$599,838	\$2,596,099	\$71,393
7	Aug-24	\$328,365	3.00%		\$2,995,857	\$130,251	\$2,865,606	\$78,804
8	Aug-25	\$338,215	3.00%		\$3,282,626	\$179,540	\$3,103,085	\$85,335
9	Aug-26	\$348,362	3.00%		\$3,536,782	\$667,668	\$2,869,114	\$78,901
10	Aug-27	\$358,813	3.00%		\$3,306,828	\$1,877,185	\$1,429,643	\$39,315
11	Aug-28	\$369,577	3.00%		\$1,838,535		\$1,838,535	\$50,560

Note: some figures may be rounded

In reality, with number of invoices not paid for yet, the funds are much smaller:

WARATAH Strata Management		Waratah Strata Management ABN 75 161 033 745 PO Box 125, Eastwood, NSW 2122 Ph (02) 9114 9599 Fax (02) 9114 9598 www.waratahstrata.com.au	
Balance Sheet			
As at 12/10/2019			
Strata Plan 52948		Macquarie Gardens, 1-15 Fontenoy Road, Macquarie Park NSW 2113	
		Current period	Previous year
Owners' funds			
Administrative Fund			
Operating Surplus/Deficit--Admin		(199,270.53)	(38,667.96)
Owners Equity--Admin		119,267.19	119,267.19
		<u>(80,003.34)</u>	<u>80,599.23</u>
Capital Works Fund			
Operating Surplus/Deficit--Capital Works		(119,671.67)	49,280.17
Owners Equity--Capital Works		954,786.80	954,786.80
		<u>835,115.13</u>	<u>1,004,066.97</u>
Net owners' funds		<u>\$755,111.79</u>	<u>\$1,084,666.20</u>

- Originally planned delay for maintenance of elevators until year 2026. The projected expenses for this work in amount of \$170,000.00 in 2017 will increase to \$339,831.00 in year 2026, and actually ended up with cost of \$880,000.00 (plus GST) in 2019.

- Delayed maintenance of roofs until year 2023. The current projected expenses for this work in amount of \$360,000.00 in 2017 will increase to \$571,275.00 in year 2023.

Half of roof membrane in Block B and whole Block D end warranty period in 2020 (15-year warranty was declined due to long-term neglect by building manager), whilst two other buildings have never been properly maintained (Block A and C).

- Delayed maintenance of roofs until year 2023. The current projected expenses for this work in amount of \$360,000.00 in 2017 will increase to \$571,275.00 in year 2023.
- Delayed maintenance of sauna until year 2026. The current projected expenses for this work in amount of \$116,000.00 in 2017 will increase to \$231,885.00 in year 2026.
- Delayed maintenance of fences until year 2025. The current projected expenses for this work in amount of \$65,000.00 in 2017 will increase to \$120,310.00 in year 2025.
- Delayed maintenance of gym until year 2022. The current projected expenses for this work in amount of \$65,000.00 in 2017 will increase to \$82,958.00 in year 2022.
- Central HWS. \$70,560.00 was planned for upgrades in 2019.
- Trip hazards. Not implemented in spite of building safety audits. \$1,575.00 was planned for upgrades in 2018.
- Stormwater drain and irrigation. \$46,305.00 was planned for upgrades in 2020.
- Tennis court area. Number of items already need various fixes and upgrades. \$42,846.00 was planned in 2024.
- Frequent water leaks and water-related damages. Lot 191 alone had more than 24 repairs over last eight years, at cost well above \$21,000.00.
- Carport lattices for 26 townhouses are in need of repair and repaint.
- Some parts of garden beds continue to deteriorate due to poor works in 2017.
- Smoke alarms in each and every lot is common property and many of them have expired. Internal smoke detectors are responsibility of owners corporation. They have always been paid from common funds. Under current legislation, the owners corporation is responsible for repairing AND maintaining smoke alarms if the smoke alarms are hard-wired to the lot's electricity supply with a backup battery or connected to a common fire board or panel. If the smoke detectors are stand alone and battery-operated, lot owner (or tenant) is responsible for checking and changing the battery. Owners corporation is responsible for replacing or repairing a faulty smoke alarm. Repair and maintenance of smoke alarms are an owner's responsibility unless it was installed at time of construction (which is the case in SP52948).

11 INSURANCES (AGM 2019)

- Minutes of latest EC meeting before AGM 2019 confirm owners corporation did not have final quotes for making decision on 5th of September 2019:

Resolved that correspondence was received and discussed as follows:

- Insurance Renewal Proposal - Resolved that an updated insurance valuation is to be obtained prior to the renewal of the strata insurances on 21 September 2019 and that amended proposals are to be obtained based on the new valuation amount. Subject to the amended quotes being similar to the current quotes received, the proposal from QUS as the cheapest quote and current insurer is to be accepted.
- Information of three quotes for the insurance renewal not provided to owners or made available. Information that the insurance renewal was already signed off in September 2019 by Waratah Strata Management not provided to owners.
- Information about \$6,084.84 received by Waratah Strata Management in commissions must be listed in the Minutes of AGM 2019 for all owners and future investors.
- Owners are not be constrained with which insurer they choose based on whether the manager is an Authorised representative (AR) for them or not. If owners were to proceed with an insurance renewal through an insurance provider external to the manager's provider or broker, in which they are not an AR for, the manager is restricted to only providing factual information to the owners corporation with respect to that insurance policy. There is no cause for the owners corporation not to be able to proceed with an insurer of their choice, particularly if the insurance provider is offering better policy inclusions and value. If owners were to proceed with an external insurance quotation separate to the quotations gathered by the manager, in which the manager was not an AR, then the manager, in most cases, would not receive an insurance commission from the insurance company. In this situation, as the manager would be losing revenue, they would have the ability to directly charge the Owners Corporation for this commission amount, so long as it is written into the management contract.

12 STRATA MANAGEMENT COMMISSION (AGM 2019)

Information about \$6,084.84 received by Waratah Strata Management in commissions must be listed in the Minutes of AGM 2019 for all owners and future investors.

13 APPOINTMENT OF STRATA MANAGING AGENT (AGM 2019)

- Master contract admin expenses for strata manager in period FY 2014 to 2019 (GST exclusive):

FY	Amount
2014	\$53,835.00
2015	\$52,683.00
2016	\$50,684.00
2017	\$49,898.00
2018	\$43,919.00
2019	\$46,914.00

- Ryan Strata offered superior strata management services on 10th of May and 27th of June 2016. Competitive tender for renewal contract for Strata Management was received by Ryan Strata in May and June 2016, which were officially submitted to BCS Strata Management and EC members for the next general meeting. They offered improved services, at an all-inclusive price of \$32,500.00, or at lower base rate of \$25,000.00 per year (with a schedule of reasonably priced disbursements).

Based on partially disclosed invoices by BCS Strata Management in FY 2015/2016, owners corporation paid them \$50,700.02.

- At AGM 2016 on 19th of October 2016, which did not comply with legal requirements for quorum, owners corporation approved contract with Waratah Strata Management in amount of:

\$21,800.00 (GS incl) for base contract
\$13,300.00 (GST incl) for disbursements

The Minutes of the meeting state that 49 votes approved Waratah Strata Management contract it and 11 did not.

- The contract allowed automated (default) increase of the contract by 5% per year, unless changed at the general meeting.
- Contract with Waratah Strata Management was signed by two EC members who could not prove they were financial owners and increased base value from \$21,800.00 to \$23,110.00 without owners knowledge on 14th of December 2016.
- Lot 147 and Lot 181, who did not offer evidence that they were financial, increased its value to \$23,110.00 (GST inclusive), without owners corporation knowledge or disclosure.
- Waratah Strata Management prevented Motion about their prior relationship with BCS Strata Management at AGM on 24th of October 2017.
- AGM on 24th of October 2017 approved Waratah Strata Management contract renewal without tender or disclosure of its increased value even though the renewal was not due until 1st April 2018 (owners did not have any vote on it).
- Seven proxy votes were given to Chairperson at Waratah Strata Management, who won the contract without tender and increased their own remuneration in contract signed by two EC members the same evening as AGM 2017, in non-compliance with SSMA 2015, Section 25: proxy cannot be used by a building manager, strata managing agent, or an on-site residential property manager for a financial or material benefit, as per Strata Schemes Management Act 2015, Schedule 1, c25(7) and c25(8). Material benefits include: extending their term of appointment, increasing their remuneration, deciding not to pursue, or to delay, legal proceedings involving the proxy holder.

The base contract value was set without vote at general meeting to \$24,310.00.

- On the same date of the AGM, 24th of October 2017, Lot 147 and Lot 181, who did not offer evidence that they were financial, increased its value to \$24,310.00 (GST inclusive) including 5% default increase per year, without owners corporation knowledge or disclosure.
- The current contract with Waratah Strata Management expires on 1st of March 2020.
- No service provider should receive 5% increase in contract value per year, especially with current CPI.
- Since 14th of July 2019, Waratah Strata Management refused to provide answers or notify owners about:
 - *Lot 158 has some information that might be of importance to help the Police investigations in regards to alleged data loss and hacking attack against Waratah Strata Management.*
 - *After malicious or criminal attacks, human error accounted for 35% data breaches over the period 1 April 2018 to 31 March 2019 (source: Australian Government Notifiable Data Breaches).*
 - *The Privacy Act 1988 (Cth) (Privacy Act) and the Privacy Regulations 2013 (Privacy Regulations) requires strata managers to comply with 13 Australian Privacy Principles (APPs) (subject to other provisions of that Act) in how they handle personal information. The APPs regulate the manner in which personal information is handled throughout its life cycle, from collection to use and disclosure, storage, accessibility and disposal (where applicable).*
 - *It is noted that Waratah Strata Management had full access to all passwords at lookatmystrata.com.au, which was/is against all security policies and privacy guidelines.*
 - *Please provide the following information as a matter of priority:*
 - a) On which date (exact time would be appreciated) did the attack happen and what services were affected (website access to waratahstrata.com.au, email, and so on)?*
 - b) Apart from SP52948, did any other Waratah Strata Management client lose data or got affected by the hacking attack?*
 - c) SP52948 strata files are located at lookatmystrata.com.au. Does Waratah Strata Management allege that SP52948 data breach happened not only at waratahstrata.com.au but at lookatmystrata.com.au as well (two websites affected)?*
 - d) Waratah Strata Management uses email services and Office365 at Microsoft. Is it alleged that Microsoft was also attacked and somehow lost SP52948 files?*
 - e) On which date did the full services for email and website access to waratahstrata.com.au and lookatmystrata.com.au get restored?*
 - f) Who provided file restore services (presumably from backup tapes or on-line backups)?*
 - g) On which date was the Police notified and what is the Event number?*
 - h) On which date was mandatory data breach notification completed (Privacy Amendment (Notifiable Data Breaches) Bill 2016)?*
 - i) On which date, if applicable, was SP52948 insurance notified about the loss of data, financial files, and private information (including bank account details)?*

- k) *Waratah Strata Management appears to have stated strata files on USB key that was lost (misplaced) by the Police in mid-2018 was not backed up. Is that still a valid and truthful statement?*
- Since 10th of August 2019, Waratah Strata Management refused to provide answers or notify owners about:
 - *What is the earliest date when EC members were notified by Waratah Strata Management about the lost USB key that had been provided to the Police in April 2018?*
 - *Which EC members were notified about lost USB key and strata files and what were their instructions to Waratah Strata Management? Copies of emails are necessary because they were not found during document search on 31st of May 2019.*
 - *Who is responsible for failing to run proper backups of SP52948 strata files and email folders in period between lost USB key and the second event - ransomware attack on 1st of February 2019.*
 - *Who made the decision not to notify owners about lost USB key before, or at AGM in October 2018?*
 - *Was Economos notified about the lost USB key before their financial audit which was allegedly signed exactly on the day of the AGM – 18th of October 2018 (but not disclosed to owners).*
 - *What is the earliest date when EC members were notified by Waratah Strata Management about the alleged ransomware attack on 1st of February 2019?*
 - *Which EC members were notified about lost USB key and strata files and what were their instructions to Waratah Strata Management? Copies of emails are necessary because they were not found during document search on 31st of May 2019.*
 - *On which dates, if applicable, was Australian Taxation Office notified about lost USB key and the ransomware attack? Copies of emails or letters are necessary because they were not found during document search on 31st of May 2019.*
 - *On which dates, if applicable, were Insurance Broker and the insurance policy provider notified about lost USB key and the ransomware attack? Copies of emails or letters are necessary because they were not found during document search on 31st of May 2019.*
 - Waratah Strata Management failed to inform owners or provide responses to the following in regards to alleged ransomware attack:
 - Five versions with different explanations of alleged ransomware attack were provided by Waratah Strata Management in regards to alleged ransomware attack in February 2019:
 - ✓ Waratah Strata Management reporting loss of SP52948 strata files to Lot 158 on 1st of March 2019.
 - ✓ Waratah Strata Management sending letter reporting loss of SP52948 strata files to all owners on 12th of March 2019.
 - ✓ EC meeting on 21st of March 2019.
 - ✓ Waratah Strata Management response to Lot 158 about scheduled document search on 5th of May 2019.
 - ✓ Waratah Strata Management email to Fair Trading NSW on 17th of May 2019.

- Lot 158 sent the request and inquiry to Waratah Strata Management on 14th of July 2019, which was not provided to owners and not responded to by Waratah Strata Management:

Lot 158 has some information that might be of importance to help the Police investigations in regards to alleged data loss and hacking attack against Waratah Strata Management.

After malicious or criminal attacks, human error accounted for 35% data breaches over the period 1 April 2018 to 31 March 2019 (source: Australian Government Notifiable Data Breaches).

The Privacy Act 1988 (Cth) (Privacy Act) and the Privacy Regulations 2013 (Privacy Regulations) requires strata managers to comply with 13 Australian Privacy Principles (APPs) (subject to other provisions of that Act) in how they handle personal information. The APPs regulate the manner in which personal information is handled throughout its life cycle, from collection to use and disclosure, storage, accessibility and disposal (where applicable).

It is noted that Waratah Strata Management had full access to all passwords at lookatmystrata.com.au, which was/is against all security policies and privacy guidelines.

Please provide the following information as a matter of priority:

a) On which date (exact time would be appreciated) did the attack happen and what services were affected (website access to waratahstrata.com.au, email, and so on)?

b) Apart from SP52948, did any other Waratah Strata Management client lose data or got affected by the hacking attack?

c) SP52948 strata files are located at lookatmystrata.com.au. Does Waratah Strata Management allege that SP52948 data breach happened not only at waratahstrata.com.au but at lookatmystrata.com.au as well (two websites affected)?

d) Waratah Strata Management uses email services and Office365 at Microsoft. Is it alleged that Microsoft was also attacked and somehow lost SP52948 files?

e) On which date did the full services for email and website access to waratahstrata.com.au and lookatmystrata.com.au get restored?

f) Who provided file restore services (presumably from backup tapes or on-line backups)?

g) On which date was the Police notified and what is the Event number?

h) On which date was mandatory data breach notification completed (Privacy Amendment (Notifiable Data Breaches) Bill 2016)?

i) On which date, if applicable, was SP52948 insurance notified about the loss of data, financial files, and private information (including bank account details)?

j) Waratah Strata Management appears to have stated strata files on USB key that was lost (misplaced) by the Police in mid-2018 was not backed up. Is that still a valid and truthful statement?

- Lot 158 sent the request and inquiry to Waratah Strata Management on 11th of August 2019, which was not provided to owners and not responded to by Waratah Strata Management.
- At document search on 31st of May 2019, Lot 158 found ransomware investigation report by Sententia, as commissioned by Clyde & Co. Waratah Strata management refused to notify owners about these findings.
- Sententia report, dated 26th of March 2019 stated:
 - ✓ Their investigation had limited access to event logs.
 - ✓ Deeper understanding of the exact actions by the treat actor was not possible due to lack of evidence and an incomplete audit trail.
 - ✓ Based on incomplete logs, the encryption attack most likely occurred on 2th of February 2019 at 12:08:56 hours.
 - ✓ Threat actor achieved brute-force success with the 'Administrator' account on server WSMHS1, a malicious toolkit was then used to create 'www' account on 1st of February 2019 at 11:58:53 hours.
 - ✓ Incomplete audit logs from terminal services show the first login occurred at 23:59 hours on 1st of February 2019 and session ended at 03:33 hours on 2nd of February 2019.
 - ✓ There was no conclusive evidence to suggest any data exfiltration occurred (simply based on available usage

data logs that did not take into account possibility of using data compression for file transfers, or selective file transfers – targeted files).

- ✓ In timeframe between 15th of February 2019 and 17th of February 2019, Waratah Strata management was still at high risk, due to unpatched servers and continuous attacks with brute-force access. Lack of remediation actions to close all non-essential inbound ports continued to create risks.
- ✓ Bitcoin ransom was subsequently paid by a third-party known to Waratah Strata Management to the threat actor in the equivalent amount of \$5,052.03. After this payment, there was no response from the threat actor.
- ✓ The attack allegedly occurred due to misconfigured routers that allowed RDP protocol.
- ✓ Waratah Strata Management recovered their data via a re-image procedure.
- ✓ It was recommended to use more secure method of connectivity, such as MFA VPN.

Waratah Strata Management failed to respond and notify owners about inquiries and concerns about multiple contracts, undelivered services, and invoices that caused significant losses to owners corporation and were signed without available evidence of approvals:

- SP52948-brief-log-of-events-related-to-contracts-for-strata-and-building-managers-1999-2019.
 - SP52948-brief-log-of-events-related-to-utility-expenses-and-financial-accounting-data-generated-by-Waratah-Strata-Management-for-FY2018.
 - SP52948-brief-log-of-events-related-to-elevator-maintenance-and-replacement-contract-in-2005-2017-and-2018.
 - SP52948-brief-log-of-events-related-to-risks-due-to-repetitive-water-leaks-without-proper-repairs.
 - SP52948-brief-log-of-events-related-to-utility-expenses-and-financial-accounting-data-generated-by-Waratah-Strata-Management-for-FY2018.
 - SP52948-brief-log-of-events-related-to-BigAir-eviction-and-deed-of-settlement-2018.
 - SP52948-brief-log-of-events-related-to-electricity-supply-contract-in-2011-2015-and-2018.
 - SP52948-BBQ-area-repeated-painting-work-without-good-outcome-2017-2019.
 - Fire-safety-issues.
 - Problems-with-recovering-costs-for-repair-of-main-garage-gate-to-complex-and-belated-payment-of-invoices.
 - Audit-of-second-gas-connections.
 - Outcome of document search on 31st of May 2019 (search on 20th of September 2019 was vert similar and only provided to Fair Trading NSW). Lot 158 paid close to \$500,00 on documents that owners corporation must provide but failed to do so.
 - Events related to lost USB key with strata files up to 1st of February 2017.
 - Events related t ransomware attack against Waratah Strata Management in February 2019.
 - Poor maintenance of townhouse colorbond fences and unsafe areas behind it.
 - And much more.
- Waratah Strata Management failed to comply with decision to keep register of approvals granted to owners since 2nd of May 2001, including second gas connections and items that are not common property any longer.

- Waratah Strata Management prevented owners to vote on parking on council land at AGM 2017 and 2018 and then knowingly allowed illegal parking on council land for six months until 9th of March 2019, in spite of Ryde Council rejecting their proposal multiple times.
- Waratah Strata Management failed to enforce By-Law for smoking in the complex for 16 months, until October 2019, and deliberately ignored owners' health risks.
- Waratah Strata Management failed to inform owners about non-compliance with fire safety regulations and full findings of what owners corporation must improve.
- In 2018, Waratah Strata Management failed to provide assistance to the Police in regards to investigation of suspected fraud and false statements in Statutory Declaration to CTTT and did not disclose to owners corporation for 10 months that due to their lack of proper data management and backups, USB key with strata files for all periods before 1st of February 2017 were lost.
- Waratah Strata Management failed to inform the owners of the following events related to BigAir ISP who ran the business without benefits to owners corporation in period 2005 to 2017, without owners corporation approval at any general meeting:
 - SP52948 – Correspondence between EC members and BCS Strata Management on 10th of October 2012, confirming no income from BigAir ISP.
 - SP52948 – Correspondence between EC members confirming no income received, and fair annual income from BigAir to be \$20,000.00, blaming BCS Strata Management on 1st of September 2013.
 - SP52948 – Grace Lawyers earned \$4,172.30 in attempt to expel BigAir from the complex and failed to achieve that task in 2013/2014.
 - SP52948 – Grace Lawyers formally requested BigAir leave complex on 31st of January 2013.
 - SP52948 – Photos taken of BigAir equipment on Block C on 6th of October 2014.
 - SP52948 – Decision to engage Telecommunications Ombudsman and enforce eviction of BigAir at AGM on 26th of November 2014.
 - SP52948 – Lot 158 Motion for recovery of lost income from BigAir – disallowed without valid reason by BCS Strata Management at AGM 2016 and Waratah Strata Management at AGM 2017.
 - SP52948 – Waratah Strata Management email to BigAir with frustration about lack of actions on 14th of February 2018.
 - SP52948 – Waratah Strata Management email to BigAir on 16th of February 2018.
 - SP52948 – Waratah Strata Management desperate email to Grace Lawyers on 8th of March 2018.
 - SP52948 – Waratah Strata Management email to BigAir asking for proposal on 6th of April 2018.
 - SP52948 – Waratah Strata Management email to EC members with proposal from BigAir on 10th of April 2018.
 - SP52948 – Waratah Strata Management email to BigAir with proposal requesting payment in amount of at least \$20,000.00 on 13th of April 2018.
 - SP52948 – Waratah Strata Management email to EC members with BigAir counter offer with payment in amount of \$12,000.00 on 3rd of May 2018.

- SP52948 – Email from Waratah Strata Management to BigAir requesting payment in amount of \$20,000.00 on 18th of May 2018.
- SP52948 – BigAir offer of settlement with only \$12,000.00 payment using bullying language on 5th of June 2018.
- SP52948 – Email from Waratah Strata Management to EC members BigAir asking for confirmation if \$12,000.00 was sufficient and planning discussion at EC meeting scheduled for 21st of June 2018 on 6th of June 2018.
- SP52948 – Document search at Waratah Strata Management on 31st of May 2019 found no evidence of EC members formally approving BigAir offer via emails or letters.
- SP52948 – Waratah Strata Management signed BigAir Settlement Deed 15th of June 2018 without planned discussion at EC meeting scheduled for 21st of June 2018.
- SP52948 – Waratah Strata Management issued Tax Invoice to BigAir on 15th of June 2018 without planned discussion at EC meeting scheduled for 21st of June 2018.
- SP52948 – Extract from Minutes of EC meeting on 21st of June 2018 alleging that the offer was accepted at that meeting without disclosure that Waratah Strata Management had already signed the Settlement Deed on 16th of June 2018.
- SP52948 – Waratah Strata Management refused to notify owners about Australian Taxation Ruling 2015/3.
- Waratah Strata Management failed to inform the owners of the following events related to electricity supply contract renewals:
 - SP52948 – Correspondence between three EC members on 4th of October 2012, confirming the electricity supply contract expiring on 30th of September 2015.
 - SP52948 – AGM on 18th of October 2018 – like at AGM 2017, EC did not select office bearers, leaving role of Chairperson, Treasurer, and Secretary fully delegated to Waratah Strata Management.
 - SP52948 – Waratah Strata Management secretly confirmed electricity supply contract expired in email to Energy Action on 24th of October 2018, without knowing the exact date of expiration, and without disclosure to owners or motion to approve or seek tender for contract renewal at AGM on 18th of October 2018.
 - SP52948 – Secret quote for electricity metering service received by Waratah Strata Management and signed without decision at any EC meeting or notification to owners corporation on 1st of November 2018.
 - SP52948 - Partial office bearers were elected five months after the AGM at EC meeting on 21st of March 2019.
 - SP52948 – Waratah Strata Management confirmed that EC members did not receive electricity supply contract before the EC meeting on 21st of March 2019.
 - Strata Manager Mr. Gary Mills, without official decision at general meeting, or official decision by the EC, signed the electricity supply contract for three-year period on 8th of July 2015, two months before the expiration of the contract. Strata Manager Mr. Simon Wicks, who was removed from managing SP52948 in 2011, was approached by Energy Action to renew electricity supply contract for number of strata plans as early as 11th of March 2015
- Waratah Strata Management failed to inform the owners of the following events related to elevator contract and upgrades:
 - Liftronic won the contract renewals without tender in all periods between 1996 and 2010.

- Liftronic lost contract with SP52948 due to high cost of in amount of \$31,228.00 per year in 2010.
- They sent letter on 23rd of March to ThyssenKrupp with contract termination on 30th of June 2017, with intention to seek tender for contract renewal.
- Around the same time in March 2017, 10-year Capital Works Plan was commissioned from Biv Reports Pty Ltd and the elevator upgrades were scheduled for year 2026, at cost of around \$339,831.00. Just two years later, real cost of the upgrades in 2019 are \$880,000.00 (plus GST) - granted to Liftronic Elevator.
- Thompson Elevator Consultancy Services was engaged to manage the tender on behalf of strata plan SP52948.
- Three vendors submitted the quotes for the tender:

Liftronic Elevator
Schindler Lifts
ThyssenKrupp

The quote from ThyssenKrupp was very competitive.

- The "decision" to grant the contract renewal to Liftronic Elevators was made at alleged paper EC meeting on 30th of June 2017 that did not satisfy any requirements for legally-convened meetings (as per SSMA 2015):

No owner received agenda (notice) of the meeting three days before the meeting.

No owner received the minutes of the meeting within seven days after the event.

No notice board published the results of the meeting.

Only five out of nine members of the EC voted, and of those five two did not prove they were financial to vote due to ongoing unpaid levies.

The contract value, with the same vendor, Liftronic, allegedly dropped from \$31,228.00 in 2010 to \$24,400.00 plus GST without having the contract details, on Friday (non-standard day for SP52948 meetings) and at time when no owner could attend (11:00 hours in the morning).

- On 4th of July 2017, Liftronic maintenance tags were already put in the four elevators in the complex.
- Secret email from Waratah Strata Management to Thomson Elevator Consultancy Services on 10th of July 2017 confirmed that they were not able to open the Liftronic contract sent to Thomson Elevator Consultancy Services on 30th of July 2017 which Thompson Elevator Consultancy Services only forwarded to Waratah Strata Management on 10th of July 2017. In other words, at the time of the EC allegedly approving Liftronic contract on 30th of June 2017, they did not have a valid copy of the contract.
- EC meeting on 20th of July 2017 gave appearance that they additionally discussed the contract. This time six members of the committee seem to have been unfinancial to vote due to unpaid levies but that was not disclosed to owners by Waratah Strata Management.
- Waratah Strata Management discovered Liftronic contract was still not signed as of 15th of September 2017 and secretly asked for revised contract which they signed without owners corporation approval at any meeting or disclosure to owners.
- The signed contract with Liftronic Elevator on 29th of September 2017.
- Thompson Elevator Consultancy Services assessment and quote for elevator major works sent to Waratah Strata Management on 16th of November 2017, but presented to owners the expired quotes one year later in agenda for AGM in October 2018, where three vendors were allegedly short-listed:

Liftronic Elevator
Electra Lift
Otis Elevator

Owners were told that ThyssenKrupp allegedly failed to attend mandatory site inspection.

- Annual General Meeting 2018 was conducted without valid quorum, and elevator upgrade contract was granted to Liftronic.
- Total value of the two contracts (one for ongoing maintenance and one for major upgrades) granted to Liftronic is close to million dollars.
- Waratah Strata Management failed to inform owners that Lot 158 offered FREE services of CPA (certified accountant from reputable world-wide financial auditor company) for proper forensic audit of strata accounting.
- Waratah Strata Management failed to disclose to owners that smoke detectors are common property and their replacements were paid from owners corporation funds in all years, including 2018, and that their misleading statement in EC minutes on 21st of March 2019 needed to be corrected.
- Owners corporation enforced requirement for building manager (caretaker) to have only licensed staff on site at EC meeting on 10th of January 2001. Four current owners attended that meeting:

Lot 62 (ex-EC member)

Lot 151 (EC member)

Lot 160

Lot 181 (EC member)

Now-deceased EC member presented a petition signed by around 40 owners indicating their objection to an unlicensed security person being engaged at EC meeting on 10th of January 2001.

Waratah Strata Management refused three times in last 18 months to provide names of Uniqueco Property Services employed staff and did not report unlicensed security guards on site at least four times.

14 ADDITIONAL GAS POINT CHARGES (AGM 2019)

- Minutes of EC meeting on 21th July 1999 set annual fee of \$200.00 for second gas connection.
- Minutes of EC meeting held on 17th November 1999 confirmed levies for the second gas connection in amount of \$200.00 per annum applied to units in buildings and townhouses and payable in advance in December of the current financial year and be subject to annual review.
- Undated minutes of the EC meeting held on 19th of January 2000 contained motion for notice to be sent to all owners in regards to gas heating in units and townhouses. Owners never received such notice.
- Extraordinary General Meeting on 21st of May 2000 failed due to lack of quorum.
- Minutes of EC meeting held on 24th May 2000 introduced GST to all levies and reported motion to obtain quotations for the installation of the individual meters for gas supply to the units.

The same meeting scheduled next EC meeting for 26th of July 2000, followed by meeting on 12th of September 2000 to finalise the budget, and AGM on 5th of October 2000.

- Unannounced EC meeting on 2nd of August 2000 allegedly decreased gas levies to \$50.00 per year but the meeting did not comply with SSMA 1996 (agenda and minutes not sent to owners and two members of the EC (Lot 62 and 181) directly voted for their own benefits without disclosure of interest).
- The alleged minutes of this meeting contained the following note in Item 2:

(a) It was noted that minutes should be produced and distributed by the managing agent and only referred to the various members of the following committee meeting for their approval.

(b) It was recorded that Mr. DeSaxe objected to the commentary made under Item 3 (b) 2 which indicated the following "it was clear that heating of the pool was the major cause of the unacceptably high gas bill".

- Extraordinary General Meeting on 23rd of August 2000 approved GST from 1st of July 2000 and this additional charge would be payable to owners corporation by way of special contribution on 14th of September 2000.
- Levies for second gas connections backdated to FY 2000 (without 10% interest) and applied in advance for FY 2001 with GST applied without disclosure to owners on 8th of August 2000.
- AGM on 5th of October 2000 introduced special levies in amount of \$100,000.00 to improve status of Sinking Fund payable in four instalments.
- The yearly review of the levies for the second gas connection and disclosure of conflict of interest when it applied to members of the EC never happened.
- AGM in 2012 set levies to \$220.00 per year, without disclosing the previous amount.
- Minutes of EC meeting on 28th August 2013 (directly benefiting several EC members without disclosure of personal interests) set applicable gas levies to \$55.00 per year.
- Minutes of the EC meeting on 27th of November 2013 set applicable second gas connection levies to \$220.00 per annum.

- Agenda for AGM 2014 sent the following warning to owners in November 2014:

The by-law relating to annual charges for gas heating passed at AGM in 2013 was implemented by requesting owners to voluntarily disclose their use of the common property cooking gas system for heating appliances. The disclosure rate was lower than expected and therefore new inspections will be required and owners who have not voluntarily disclosed the usage can expect to be retrospectively charged with interest. Current fees are \$50 per quarter.

- Letter from BCS Strata Management sent to owners on 14th April 2014 confirmed gas levies at \$220.00 per year, number of owners having such connections without approval or payments to Admin Fund, and including retrospective charges of maximum one year for voluntary disclosures.
- Secret report dated 13th May 2014 listed only three owners who voluntarily reported gas connections, of which one, Lot 62, previous Treasurer of the EC, failed to provide the date of the installation of the second gas connection:

Lot 62, 147, 181

BCS Strata Management failed to disclose this report to owners.

- After poor self-reporting, EC members instructed BCS Strata Management to run follow-up on 15th of May 2014. Few more owners replied:

Lot 127, 134, 148, 167, 182

- Waratah Strata Management provided the following listing of owners with second gas connection in minutes of EC meeting on 16th of March 2017:

Lot 3, 8, 59, 68, 102, 127, 144, 147, 148, 163, 167, 181, 182, 194, 199, 206, 209

- During document search at Waratah Strata Management on 31st of May 2019 the following listing of owners with second gas connection was found:

Lot 3, 8, 59, 62, 68, 102, 127, 147, 148, 163, 181, 182, 194, 198, 199, 206, 213

- During document search at Waratah Strata Management on 20th of September 2019 the following listing of owners with second gas connection was found:

Lot 3, 59, 62, 68, 102, 127, 147, 148, 162, 163, 181, 182, 194, 198, 199, 206, 213

- Lot 158 provided to Waratah Strata Management during 2017, 2018, and 2019 evidence of the following owners having second gas connection, which they declined to publish for owners or refute in any statement:

Lot 3, 8, 59, 62, 68, 88, 102, 127, 134, 144, 147, 148, 154, 162, 163, 167, 175, 181, 182, 192, 194, 198, 199, 206, 209, 213

- EC meeting on 4th of March 2015 reported that BCS Strata Management was instructed to reinstitute the quarterly billing for gas heating which had been omitted for two quarters.

- Lot owners who had voluntarily disclosed the use of common gas supply for room heating were to be charged at the rate then applying for each year of past use.
- Interest charges were to be levied on owners found to have been using gas for heating, without paying for the supply.

- This was in direct contradiction with similar charges on 2nd of August 2000, where the gas levies were applied retrospectively and decreased from \$200.00 to \$50.00 per annum at private EC meeting that was not disclosed to owners.
- EC member Lot 181, issued secret and undisclosed request to BCS Strata Management on 10th of June 2015, confirming that BCS Strata Management had neglected to raise invoices, and asking for them as a matter of urgency.
- BCS Strata Management, Waratah Strata Management, and EC members failed to disclose to owners that BCS Strata Management issued secret debt recovery without applying correct interest for gas line charges for 2012 and 2013, payable on 1st of August 2016.
- EC member Lot 181, submitted self-reporting summary of paid levies to BCS Strata Management on 10th of June 2015 without declaring that:

They paid \$50.00 for FY 2000 (retrospectively decreasing the levy from \$200.00)

They paid \$50.00 for FY 2001 without applying GST

They paid \$55.00 in FY 2004 whilst audited accounts showed no such payment

They paid \$55.00 in FY 2008 whilst audited accounts showed no such payment

They paid \$55.00 in FY 2012 whilst audited accounts showed no such payment and confirmed in 2015

They paid \$55.00 in FY 2013 whilst audited accounts showed no such payment and confirmed in 2015

- BCS Strata Management, Waratah Strata Management, and EC members failed to disclose to owners that BCS Strata Management issued secret debt recovery without applying correct interest for gas line charges for 2012 and 2013 to the following owners, payable on 1st of August 2016:

Lots 3, 59, 62, 68, 102, 127, 144, 147, 148, 163, 167, 181, 182

- Staff at BCS Strata Management exchanged emails on 22nd of July 2016 confirming that they would hold a suppression on the gas line payments until EC members confirm the due date.
- Uniqueco Property Services conducted incomplete audit of second gas connections on 21st of March 2016 and found the following Lots to have them:

A Block: Lot 147, 148, 163, 167, 181 182

B Block: Lot 3

C Block: Lot 59, 62, 68

D Block: Lot 102, 127, 144

- At EC meeting on 16th March 2017, the gas levies were again confirmed as \$220.00 per year.
- Waratah Strata Management note for EC meeting in February 2019 contains the following details about owners being charged belated levies for second gas connection:

FY 2013 \$55.00 per annum

FY 2014 \$55.00 per annum

FY 2016 Nil

The note also contains the information the decision was made to set second gas connection levies to \$220.00 per annum on 27th of November 2013.

Waratah Strata Management commented they needed to back-charge levies for second gas connection for FY 2016. This was not provided to owners in the minutes of the meeting.

- Audited financial statements for SP52948 until 2017 confirm that no owner paid \$200.00 (pre-GST) or \$220.00 (post-GST) for second gas connection per year before FY 2017, causing losses to owners corporation funds and forcing other owners to carry out costs for private use.
- Document search at Waratah Strata Management found newly written yellow note attached to minutes of EC meeting held on 2nd of August 2000 stating that levies for second gas connection were set to \$50.00 per annum and next changed to \$200.00 (plus GST) per annum on 17th of October 2012 (the date of AGM).

Neither agenda nor minutes of AGM 2012 had information and gas levies being set to \$200.00 (plus GST).

- Available evidence was offered to Waratah Strata Management that shows that no levies were charged for second gas connections in the following years:

1999

2000 (GST not applied from 1st of July 2000)

2001 (GST not applied)

2004

2008

2012

2013

2016

2018

- Available evidence was offered to Waratah Strata Management that shows incorrect values of levies were applied for second gas connections in most of other years (including not charging 10% simple interest).
- Waratah Strata Management claimed that \$3,600.00 (plus GST) was earned from owners with second gas connection in FY 2017. The figure of \$3,600.00 in FY 2017 matches exactly 18 owners who were reported in Minutes of EC meeting on 16th of March 2017. Waratah Strata Management refuses to provide information of which owners paid levies for second gas connection.
- In FY 2018 (financial year from 1st of September 2017 to 31st of August 2018) Waratah Strata Management claimed that \$2,537.54 (plus GST) was earned from owners with second gas connection. Waratah Strata Management refuses to provide information of which owners paid levies for second gas connection.
- Evidence of discrepancies in reporting levy income for second gas connections in 2018:
 - Income and Expenditure report dated 10th of October 2018 – levy income of \$2,537.54 in FY 2018.
 - Income and Expenditure report dated 3rd of December 2018 – levy income of \$2,537.54 in FY 2018.
 - Income and Expenditure report dated 29th of March 2019 – levy income of \$0.00 in FY 2018.
 - Income and Expenditure report dated 9th of April 2019 – levy income of \$0.00 in FY 2018.
 - Income and Expenditure report dated 12th of April 2019 – levy income of \$0.00 in FY 2018.
 - Income and Expenditure report dated 19th of April 2019 – levy income of \$0.00 in FY 2018.
 - Income and Expenditure report dated 27th of April 2019 – levy income of \$0.00 in FY 2018.
 - Income and Expenditure report dated 30th of April 2019 – levy income of \$0.00 in FY 2018.
 - Income and Expenditure report dated 3rd of May 2019 – levy income of \$0.00 in FY 2018.
 - Income and Expenditure report dated 10th of May 2019 – levy income of \$0.00 in FY 2018.
 - Income and Expenditure report dated 29th of May 2019 – levy income of \$0.00 in FY 2018.
 - Income and Expenditure report dated 17th of August 2019 – levy income of \$0.00 in FY 2018.
 - Balance sheet dated 31st of August 2019 lists \$0.00 revenue for levies in FY 2018.

- Evidence of discrepancies in reporting levy income for second gas connections in 2019:
 - Income and Expenditure report dated 10th of October 2018 – levy income of \$0.00 in FY 2019.
 - Income and Expenditure report dated 3rd of December 2018 – levy income of \$0.00 in FY 2019.
 - Income and Expenditure report dated 29th of March 2019 – levy income of \$4,800.00 in FY 2019.
 - Income and Expenditure report dated 9th of April 2019 – levy income of \$4,800.00 in FY 2019.
 - Income and Expenditure report dated 12th of April 2019 – levy income of \$4,800.00 in FY 2019.
 - Income and Expenditure report dated 19th of April 2019 – levy income of \$4,800.00 in FY 2019.
 - Income and Expenditure report dated 27th of April 2019 – levy income of \$4,800.00 in FY 2019.
 - Income and Expenditure report dated 30th of April 2019 – levy income of \$4,600.00 in FY 2019.
 - Income and Expenditure report dated 3rd of May 2019 – levy income of \$4,800.00 in FY 2019.
 - Income and Expenditure report dated 10th of May 2019 – levy income of \$4,800.00 in FY 2019.
 - Income and Expenditure report dated 29th of May 2019 – levy income of \$4,724.93 in FY 2019.
 - Income and Expenditure report dated 17th of August 2019 – levy income of \$4,775.34 in FY 2019.
 - Income and Expenditure report dated 31st of August 2019 – levy income of \$4,775.34 in FY 2019.
- Lot 158 document search at Waratah Strata Management on 20th of September 2019 found two versions of the proposed invoice posting dated 29th of March 2019 for FY2019 levies for second gas connections totalling \$2,640.00:

Lot 3, 8, 59, 62, 68, 102, 127, 147, 148, 163, 181, 182

The first document contains the following statement:

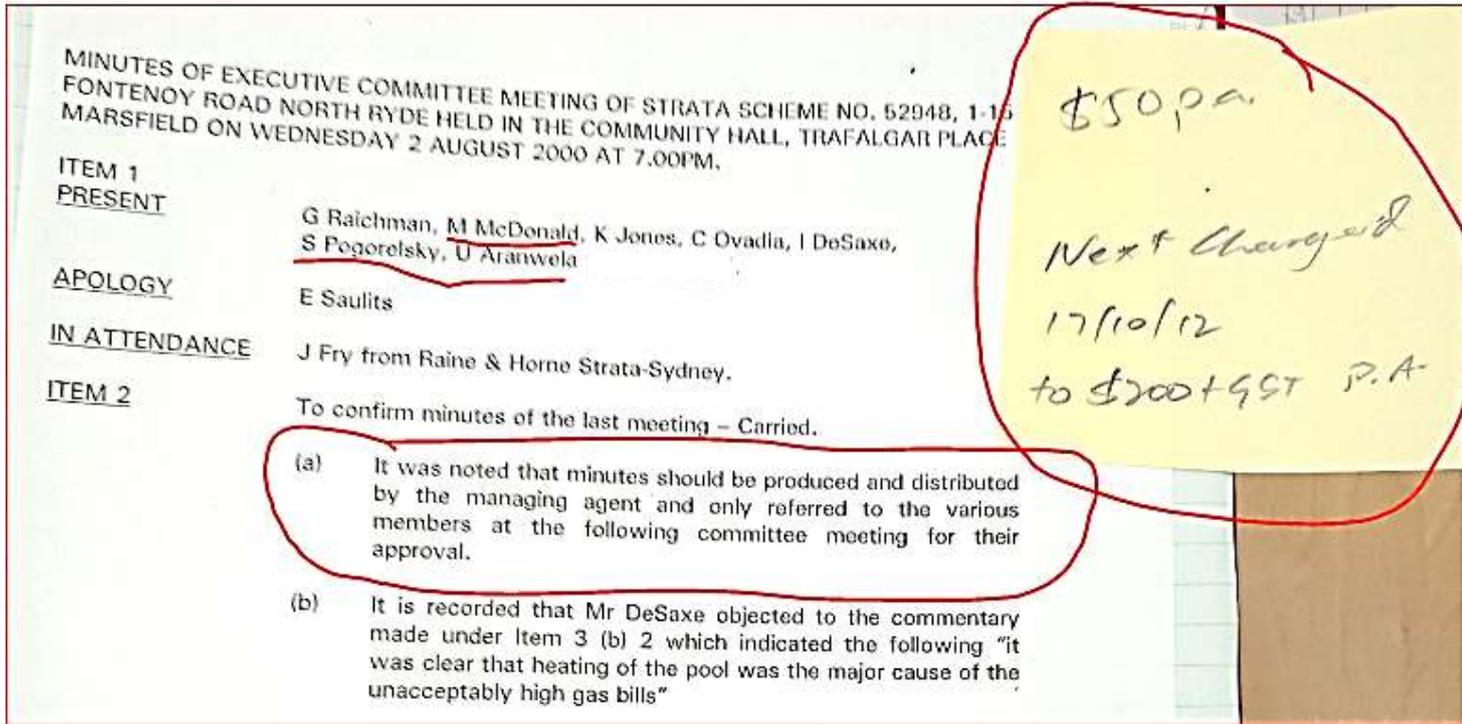
This is the additional gas point fee for the period 1st of September 2018 to 31st of August 2019

The second document contains the following statement:

The additional gas point fee charged for 2018 was deleted from your levy account as a result of our recent IT incident. The invoice is to reinstate that charge. You have already paid this charge, which is likely to be showing on your most recent levy notice as Prepaid Levies of \$220.00.

- EC member Lot 181 confirmed to Waratah Strata Management on 27th of April 2017 that the first time owners were charged \$220.00 per annum for second gas connection was in 2016.
- Simple primary-school mathematics:
 - If an owner did not pay \$220.00 in 2004 and it is collected now in 2019, the total amount accrued, principal plus interest, from simple interest on a principal of \$220.00 at a rate of 10% per year for 14 years is \$528.00.
 - If an owner paid \$50.00 for levy in 2000 and should have paid \$220.00 and it is collected now in 2019, the total amount accrued, principal plus interest, from simple interest on a principal of \$170.00 at a rate of 10% per year for 18 years is \$476.00.
 - If an owner did not pay \$200.00 for levy in 2012 and it is collected now in 2019, the total amount accrued, principal plus interest, from simple interest on a principal of \$220.00 at a rate of 10% per year for 7 years is \$374.00.
 - If an owner paid \$55.00 for levy in 2012 but should have paid \$220.00 and it is collected now in 2019, the total amount accrued, principal plus interest, from simple interest on a principal of \$165.00 at a rate of 10% per year for 7 years is \$280.50.
 - If an owner did not pay \$55.00 for levy in 2004 and it is collected now in 2019, the total amount accrued, principal plus interest, from simple interest on a principal of \$55.00 at a rate of 10% per year for 14 years is \$132.00.

- Even without going into deep past, one issue is easy to resolve and apply unpaid levies, including 10% simple interest per year for second gas connections, as confirmed in strata files, and also in Special By-Law:



The Chairman noted that this was a slight change in previous policy applied where voluntary reporting of gas appliances had been accepted and the annual fee had remained fixed for many years. This fee was now too low and some measures were necessary to deal with undisclosed use of common gas supply. The conversion of this policy to a by-law is to deal with enforcement.

- Lot 158 has fully audited account data for some other previous years that can confirm unpaid levies for those owners who had fully confirmed gas connections. They were offered to Waratah Strata Management, who declined to use them in 2018.

15 PIPE NETWORKS - FIBRE OPTIC CABLE NETWORK (AGM 2019)

No details of the proposed contract, liabilities, access to site, privileges to make modifications without consultation with owners corporation, common property usage (including any electricity, gas, or water usage), risks, sharing cables for commercial use and third-parties, type of installation, and so on.

16 LOT 158 MOTIONS (AGM 2019)

- The Motions are primarily confirmations/ratifications of events that happened in the past. The events were not properly disclosed by strata managers and EC members in the past, and reasonable evidence of them now exists. The Motions try to prevent any possibility of misleading or deceptive conduct.

The ratification of a lawful contract has a retrospective effect, and binds the principal from its date, and not only from the time of the ratification, for the ratification is equivalent to an original authority, according to the maxim, that *omnis rati habitio mandate aequiparatur* (ratification is equivalent to express command).

As a general rule, the principal has the right to elect whether he will adopt the unauthorized act or not. But having once ratified the act, upon a full knowledge of all the material circumstances, the ratification cannot be revoked or recalled, and the principal becomes bound as if he had originally authorized the act.

The ratification must be voluntary, deliberate, and intelligent, and the party must know that without it, he would not be bound.

Australian courts set out a helpful summary of the principles to be applied in considering misleading or deceptive conduct.

- Conduct which is misleading or deceptive or likely to mislead or deceive can include making a statement which is misleading or deceptive or likely to mislead or deceive.
 - The “conduct” must lead or be capable of leading a person into error and the error or misconception must result from the conduct of the person and not from other circumstances for which the person is not responsible.
 - “Conduct” is likely to mislead or deceive if there is a “real or not remote chance or possibility” regardless of whether it is less or more than 50%.
 - Test of misleading or deceptive conduct is objective and should not take into account those who fail to take reasonable care for their own interests.
 - It is inappropriate to select particular words or acts which, although misleading in isolation do not have that character when viewed in context.
- The Motions attempt to prevent special levies through proper planning of future expenses and proper management of current funds.
 - The Motions are an effort to help townhouse owners, who have inequitable rights, to have same benefits for water and gas reimbursements.
 - The Motions are an effort to enforce equal rights and privileges for all owners and payments of levies which were strongly applied to some but not others.
 - The Motions are an effort to enforce proper contract management, tenders, transparency in financial matters, and maintenance of common property.
 - The Motions desire to rescind harsh, unconscionable, and oppressive By-Laws that are in non-compliance with SSMA 2015, Section 139 and prevent owners corporation going through litigation to remove them forcefully.