
From: [REDACTED]
Sent: Thursday, 6 September 2012 9:53 AM
To: Transport Housing and Local Government Committee
Subject: Submission for BSA Parliamentary Enquiry
Attachments: [REDACTED]

To whom it may concern,

Thank you in advance for reviewing our application for submission to the BSA Parliamentary Enquiry.

I have attempted to keep our application short but want to give a clear picture about the stress and financial difficulties the BSA have caused us thus far. Please accept our thanks.

Outline:

My wife and I engaged [REDACTED] prior to Xmas 2005 to build our family home. Shortly after 5 May 2006 construction of the dwelling was commenced under licence to [REDACTED] Cost \$439,000

The construction period under the contract for the Building Work was stated to 20 weeks. There were however a number of delays to the completion of the Building Work.

On or about *mid September 2006 (more than 36 weeks later)* I was very clearly advised by [REDACTED] that the Building Work would be completed by the end of November 2006. As a result of this advice, my wife and I gave notice to vacate the property we were renting during the construction of the family home. The last day for our rental tenancy was to be 18 December 2006.

On 18 December 2006 the Building Work was still not completed however as we had no alternative accommodation, given that our rental accommodation period had expired, we moved into the partly constructed house with no running water or electricity.

The water and electricity were switched on approximately 19th December 2006 and my family lived at the property while tradesmen were finishing jobs including laying floors, erecting handrails for the stairs, completing the plumbing, finalising the painting etc.

At about the time I moved into the house, [REDACTED] advised me words to the effect that, "*The Building Work would be completed three weeks after the Christmas break*" but final payment was required otherwise he would not be able to pay his tradesmen and if he could not pay them, then he would not be able to complete the build. We regretfully paid the final instalment.

In January 2007 I lost contact with [REDACTED] as his phone had been disconnected and his office vacated. I had attempted to contact [REDACTED] for 2 reasons. 1. The company that had fitted our gates turned up and started dismantling them for removal as they had not been paid. 2. We wanted to know when they were returning to complete the work. It turned out, we had no way of contacting [REDACTED] but continued to search for details for [REDACTED] or [REDACTED]. After some Internet searching I discovered that [REDACTED] had moved to a new office premises under the new name of [REDACTED].

In early 2007 I visited the offices of [REDACTED] and was advised by [REDACTED] words to the effect that he would, "*Complete the Building Work after he had got the office organised*". I attempted to telephone [REDACTED] a number of times by telephone after that meeting but he never returned my calls.

I also visited the offices of [REDACTED] on several occasions however [REDACTED] was never in the office again when I went to visit.

On or about 19 January 2007 I delivered a letter to [REDACTED] requesting completion of all outstanding works.

After January 2007 a contractor attended the property about 6 times to undertake "odd jobs" around the partly-constructed house. The contractor did not however complete many of the items of the Building

Work that I was most concerned about and had raised with [REDACTED]. The contractor did not come to the site after July 2007.

In August 2007 I telephoned the BSA and then engaged a Certifier [REDACTED] who did not issue a final certification for the Building Work and instead provided me with a report setting out a number of items which precluded the Building Work obtaining final certification. I then lodged a complaint with BSA in October 2007 in relation to the payments made to [REDACTED] and that the Building Work had not been completed.

After I lodged my complaint with the BSA, [REDACTED] (representing BSA) and [REDACTED] arrived at the property to inspect the Building Work. I was not asked by the BSA representative to provide any input into the inspection or the discussions between [REDACTED] and [REDACTED].

After the inspection by [REDACTED] and [REDACTED] I was advised by [REDACTED] that [REDACTED] had been requested to complete some of the work. The work was some minor items and therefore did not assist in getting final approval by our Certifier ([REDACTED]).

[REDACTED] advised me verbally on the date of the inspection words to the effect that, *"A number of the issues raised by the certifier in his report were 'not structural issues' and that [REDACTED]*

was not liable to complete those works". 3rd party Engineering Reports we have by [REDACTED] and [REDACTED] all disagree.

Soon after the completion of this work, during a final inspection by [REDACTED], I was advised (by [REDACTED]) that those items of work had been completed and was told words to the effect that, *"As the work had been completed your file will be closed and if you want to take any further action in relation to the work you will have to take civil action against [REDACTED]"*

This was not the complete truth. We should have been told that we could have appealed against the BSA's decision.

Our builder then went into liquidation and we have since opened a new case with the BSA, of which they are unwilling to negotiate, even though we have engineers' reports for Category 1 issues such as subsidence and water penetration, amongst other things.

To date we have spent in excess of \$13,000 in solicitors, engineers and inspection fees. We have attended mediation with the BSA representatives but the BSA will not concede on any of our complaints. Our case is due to be heard in QCAT late November, which we are also expected to fund (Solicitors, expert witnesses and a barrister).

I have attached our affidavit (which is being presented at QCAT) and the engineers' reports for your perusal.

To conclude, we thought our rights as consumers would be protected by the BSA, but it seems the opposite is true. We have had a very stressful 5+ years, our premises are still not at a stage where we can get a Final sign-off by our Certifier, have subsidence and water penetration, depleted our retirement savings and do not see an end to our circumstances. The BSA has not protected our interests and are driving us to ruin.

Yours sincerely

Mr Jeff Tucker & Mrs Carol Tucker