

1

From: Jet Andersen [REDACTED]
Sent: Saturday, 8 September 2012 3:01 PM
To: Transport Housing and Local Government Committee
Subject: FW: BSA and QCAT debacle

[REDACTED] suggested I forward my complaint, suggestion, situation to you for your consideration and action. Please investigate and get back to me, please.

Jethro Andersen

From: [REDACTED]
To: veerongpilly@parliament.qld.gov.au
Subject: BSA and QCAT debacle
Date: Thu, 6 Sep 2012 17:03:22 +1000

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Mr Judge,

As a constituent living in [REDACTED], I would ask for your assistance in resolving what has become a farcical situation involving two separate legislative bodies.

I am a property owner who undertook renovations on my home to create two new rooms - an extension involving two levels. Suffice to say, the quality of the work is substandard (as testified by two independent inspectors, one paid for) and I can get no assistance from the BSA for a number of reasons and I am now being sued for non-payment despite the BSA's advice being very clear; that is to say, payment is not required until certain criteria are achieved. In an attempt to summarise, the points are as follows:

*BSA can not intervene during construction - a legislative imperative. However, early on during construction I had doubts of my own (despite no building skills at all) as well as comments and points made by the builder performing the work. Apparently, the Contract must be completed and ALL payments made and the works 'completed' before BSA will investigate. What a disgrace!

*My Contract, the document that I signed based on the information exchange between Consumer and Service Provider in no way resembles the finished product HOWEVER, BSA will only take interest in what they consider "structural defects". In their words, the works do not have to be square as long as the building is 'sound'.

*QCAT accepted the claim from the Service Provider about non-payment (not in dispute) but this lodgment now precludes me from lodging my claim against substandard works with BSA (according to BSA).

My issue can be exemplified with this simple question: What protections are there in my situation when the so-called governing body cannot and does not protect the consumers from the very tradesmen the body is set up to guard against? I have paid insurance and have heard anecdotally that my potential insurance claim will not be honoured firstly due to lack of money within the fund and secondly, because my complaint may or may not be entirely about 'structure' but may well include the fact that my end product is not the legal definition of an "inhabitable room" as what I signed for, but a "non-habitable room" that is presumably based on a plan.

The BSA have a lot of explaining to do regarding my particular circumstance and I would ask your assistance in getting to the bottom of what is evidently a ludicrous legal impediment that prevents works from being stopped and rectified PRIOR to making a job worse.

Regards,

Jethro Andersen