

SUMMATION

The case has been with General manager [REDACTED], as a Misconduct complaint since 7.5.2009. 4 years in total. He knew the collusion to change defective work report, he knew the state of the roof, and cladding with Photos and notes of [REDACTED]. He had my stat. Dec Misconduct complaint.

He could of resolved the matter instantly, the structural damage would have been minimal. He chose to continue.

Home owners maintenance then jumps to the full exterior of my house Defect 1. The cladding installation and the Roof/flashings.

The facts in the file, date order and documents I present, will prove tampering across all process's , accounting inspections, even licence tampering and collusions with other parties to gain that result. The Tenders process tampered by unlawful means, including dummy names and verbal instructions. Writing reports to a result. The disappearing roof. He [REDACTED] the builder is responsible, in the Tribunal . Out he isn't. Only intent to take away my legal right to argue.

The Intent and the true extent of that intent over 4 years, and the stress can only be known by reading the documents in date order, letters and Emails. The façade of we want to fix your house, and each time I am offered a result it turns to another unlawful action to retract it.

The mitigating of all to a result, to refuse HOME INSURANCE. Treating the insurance fund as their own pocket money choosing what they will and won't include. Home Insurance law is resolution of all defective work, consequential damage caused by the defective work to 6yrs 6mths. There is no half fix. Defects they themselves declared.

The BSA used the builder and Manufacturer Tenders as pawns, to achieve their result. Offers of gain to one/to cause loss to another.

In the hands of [REDACTED], with [REDACTED] and [REDACTED] overseeing all . [REDACTED] the Decision maker (face to face contact) The builder [REDACTED] rectified the Roof and Cladding with an Angle Grinder cutting in expansion gaps, cutting into my studs. Grinding silicone from the Roof. Causing more damage. Then said he didn't do it .

This is [REDACTED]. BSA do not issue Rectify's and Directions to a person that didn't do it. 4 long years of this.

Resolution to BSA just delete it. Gone we have no evidence of that. Resolved. Walk past it don't see it. Certify it, all fixed. Never coming to inspect anything till they want to finalize the file with their 2 BSA inspectors who both state similar or the same. Close the file.

The files all set up with useless bits of paper to pretend they have taken all steps to Law, knowing when the builder threatened, Failed to Rectify he was paid off to keep quiet. He knew the deals offered to him. BSA's attempt to coverup their own collusions, with [REDACTED] to sign off Defective work, a putty and paint Rectify. Not just my property there was another at the same time, Point Lookout. So it can be taken that this is the BSA's hidden agenda right across the board. This included a refusal to deal by [REDACTED], incited by [REDACTED]. The two parties, confronted by [REDACTED], sent the Email 7.8.2009. This made it impossible for me to use the product Shadowclad, and Warranty's already found to be worthless bits of paper, that

was to be give back to [REDACTED] by both BSA and [REDACTED] for putty and paint. I was to receive nothing.

Deceptive and dishonest statements, whilst hiding the Decision in the files, ,mislead me and the tribunal in numerous documents, which included signed Agreements. Making numerous statements that BSA weren't hiding information from the person effected. Thinking if they don't say it or write it they cannot be held accountable.

BSA have no jurisdiction to sign Agreements to make deals, with the builder or me to control the Insurance /or refuse insurance.

Take away legal rights. To stop or close the file. My rights are to 6yrs 6mths just to report any defects, and I am still eligible for any consequential damage /claims to Insurance from any claims against this BUILDER, into the future that might arise. Claims from Insurance to finality.

The cover letter 25/9/2009 Written by [REDACTED] stating all damage in all reports, removed in its Entirety, we do not need to include the reports. I strongly refute hiding anything from the person effected by it, states [REDACTED]. (Procured by accusing him of Deceptive and dishonest conduct, lying by omission in 21-23/9/2009 letters)

Leave the tribunal the Cover letter disappears along with the reports, and evidence of other damage. Issued the earlier Scope of works to Tenders. The reinstall of a couple of panels, reality more putty and paint, to fix a 2 story home of defects and the Defective roof.

Reverted back to saying Builder never worked on the Roof. Reverted back to the earlier Scope on leaving the Tribunal. Nothing is accidental.

Even refusing new Sarking. I wonder why. Do not remove sarking instructions to Tenders. Why? you might see structural damage. Basis of a Letter of Demand. 31.3.2010. Yet the reports all said wrong sarking.

Not hiding anything,

[REDACTED] continued the mantra, no evidence of that. No evidence of Angle Grinders, or that he builder ever worked on the roof, yet they had issue a Rectify to him for both Cladding and Roof. The statements becoming laughable. They are arguing their own decisions, the Defects they themselves declared Defect 1. I reattached documents, and [REDACTED] missing report I knew was deleted from the files. I was reduced to baby talk, of "can you see structural damage through sarking" , Please answer because they had refused me new sarking. The sarking in experts reports was stated as not permeable. Wrong sarking, not breathable. I quoted Laws, s93 of the DBC Act, any action that annuls a right or Law is void. These officers have extreme building credentials, Building Law and Building construction credentials, which confirms their actions and statements so much worse.

Once again push to start work, without any paperwork contracts. A quotation form where they accept the quote, unseen by owners and you are meant to allow persons/or accept the money value sight unseen. This to any normal persons thinking, that this is work on my house, or the monetary value. I refuse to have any part of it. I wrote my own conditions and even offered to accept a Tenders quote , knowing it was already 1 year old, where I could get my builder to write up any further costs and present them to BSA Insurance . BSA own promotions of any contract, and this is a

contract regarding your house must include itemized lists, pricing clear outlines of timeframes, who and what is doing the work. This is Building contract law. Once again I am quoting laws, the BSA already know, and promote all over their website, but do not abide by.

I refused to start work, without all inclusions and without the Roof, not included which will then deteriorate the new Cladding. It is questionable whether the New cladding would ever eventuate, confirmed by the tampered Scope of Works, and Tenders process with wrong Scope of works issued. I was confronted on site by the real meaning of Tenders quotes, walking past damage and verbal instructions not to fix. Jason issued more water entry, refused to come to inspect, we cant see anything. Then all of a sudden out of the blue, he forces an inspection with 2 BSA inspectors and [REDACTED] who they have sent to the CMC. Then see's something amiss. Probably the OIC statement [REDACTED] had signed to say files were complete. Shut me down and close the file. Another bit of paper for the files. Whatever is needed on the day.

I reviewed the 2 letters in the Tribunal, to cut a long story short, s48 Struck out by BSA , a simple s86 reviewable decision, by the person effected. It was. Went as far as appeal, refused and pushed to a court. Huge fees to argue BSA refusals to act to law, and BSA will throw back their costs to me. Win or lose, I am back to the BSA for their next refusal.

The BSA Qld, who QUOTE THE MANTRA THE ICARE SLOGAN, and the greatest Home Insurance in Australia. Help homeowners, get shoddy builders, by Ian Jennings.
It's a pity he has acted unlawfully to destroy its reputation, and the homeowners homes and lives.

He will quote s93 BSA Act stops BSA action , when in the Tribunal. They can't act, that law has no jurisdiction when matters are already to Insurance. All laws are meant to be used against the builder, not the owner during the Rectification stage. Not after the Claim is to Insurance. There is nothing stopping [REDACTED], and his officers.

[REDACTED] another mantra of deceit. He has no powers to issue compensation. COMPENSATION, is a Tribunal action. Home Insurance isn't compensation. It is a natural process of all declared Defective work, damage caused by it that the builder has failed to Rectify.

Failure to action the builder, is working against the charter, then robs me of the right to the further claim for the Breach of Warranty

All declared damage, the operative word. Refuse to declare it. Refuse to write itemized lists. Refuse any real paperwork to owners. It's gone. Walk right past not see it.

The mantra " If we see it, or if we find any more damage we will write up as variations". Variations they will charge me for and they will argue each dollar in the Tribunal against me. Refer to Case file [REDACTED] where [REDACTED] is a party. Case File [REDACTED] is a debt recovery case also.

Compensation law to [REDACTED] and his officers. Deliberate intent to push all known damage Defects , Insurance Claimable items deny they exist, reinvent them as variations blaming my house and treat it as a compensation case only arguable in the Tribunal to charge me the owner. Yes [REDACTED] knows the law back to front. Consequential damage is an Insurance Claim, not compensation.

The negligent misstatement is CRIMINALITY itself. So powerful with his grandiose statements. He thinks he is above the LAW.

██████ quotes all these Laws, but the only actions I have seen are unlawful. BSA offered the builder 3 decisions in an instant, but strings me along for 4 years. The builder is still working although ██████, doing this to others.

He wields this POWER, intimidation over the lamen easily, Courier mail, this Parliament . ██████ or any other officer quoting a law, we believe it. We think it is true. Why would they lie, that is their POWER.

Knowing that a person cannot quickly argue it, without further Investigation and a lot of knowledge. Just by misleading, lying by omission is fraud. To know your intent. To know and to continue to cause loss, of my livelihood, the full value of the home.

I am sitting in Limbo. I am too scared to let them near my house. I cannot believe a word they say. It doesn't matter what the officers name. This is the BSA. I would never sign a contract or deal with anyone, that I thought acted dishonestly, yet I am forced to deal with the BSA. They are in control of my house, my life. I refuse they win, I accept they win.

They have to be stopped. To find documents where you actually see staff laughing ha ha ██████ to ██████ at me begging, and stressed asking for documents ██████ to ██████, "ha ha thanks for knowing when to kick me under the table". Thanks for the good work he says. Yes unconscionable, and the loss they are calling good work. Ripping me off. My home and my life, the mental stress is immeasurable. Hold them accountable each and every officer, the builder. Let them lose their livelihoods, their houses to pay for my loss and many others. Then they might not think it so funny.

I would like the Parliament to consider these laws,

Invercargill City Council v Hamlin; [5] *Bowen v Paramount Builders*

[36] The law is clear. A local authority can be liable to owners and subsequent purchasers of residential properties for defects caused or not prevented by its building inspector's negligence:

CRIMINAL CODE 2002 - SECT 18

Intention

- (1) A person has "intention" in relation to conduct if the person means to engage in the conduct.
- (2) A person has "intention" in relation to a result if the person means to bring it about or is aware that it will happen in the ordinary course of events.
- (3) A person has intention in relation to a circumstance if the person believes that it exists or will exist.

QUEENSLAND BUILDING SERVICES AUTHORITY V BRITTEN [2007] CCT QD005-07
PARTIES: QUEENSLAND BUILDING SERVICES AUTHORITY

Fraud

I prefer to refer to the more recent and well known definition by Buckley J in *Re London & Globe Finance Corp Ltd*[3] which was recently considered by the High Court in *Peters v The Queen*[4]:
"To deceive is, I apprehend, to induce a man to believe that a thing is true which is false, and which the person practising the deceit knows or believes to be false.
To defraud is to deprive by deceit: it is by deceit to induce a man to act to his injury."

BSA know at all times the End result, they are working to at all time. Fail to inform you of that result. To trip you up. Coerse you to defraud yourself, as written above. It is deliberate and cruel. Including failing or delaying mailing of documents. You cannot possible guess or know, till after the event. Use the law against you to argue what is rightfully yours. The reason for my missing Cover letter 25/9/2009, was because they knew it was so binding by LAW, along with the no cost clause, quite apart from the LAWS and duty of their employ, which equates to exactly the same as the COVER LETTER

An Authority can be held liable, as in the Weathertight homes tribunal. Nz Council was held liable for certifying defective homes. Whole Towns of homes, before the debacle was uncovered.

BSA can be held liable for the Building Inspectors negligence. I ask the Parliament to hold them accountable. This cannot continue.

This is Australia's leaky homes, and BSA are responsible.

This has been the worst experience of my life, and I beg the Parliament to call a criminal investigation, of the officers and the HOME INSURANCE FUND. This is to go to a full criminal enquiry. Royal Commission, close them down now.

The disgust I feel as I am writing this to have to beg yet again.

To also read on the BSA website, knowing what I know BSA advertising prior defects in homes will not be covered by Home Insurance. Get inspections now. Just laughable. They are the cause.

CERTIFICATION is the key

All Major works, all Tenders work needs compulsory Certification. It is written on the TENDER quotation form. A Certification for their work. Bsa issue all documents to work Tenders via the Scope /rectification that would'nt fix anything just cover it up. In my case Structural damage. BSA in charge of all process's. BSA signing off or accepting certifications, for work homes still defective, to refuse any more damage to Insurance, and shut the file. Certified it's fixed. Case closed.

INSURANCE FUND investigation

[REDACTED] boasting of huge payouts from INSURANCE Fund and all his great work for the homeowner.

The HOME INSURANCE payouts needs full investigation. The HOME INSURANCE homeowner are not getting the money/or the work. Management fees extracted for what. Argueing me the owner for 4 years. Huge payouts to who, NAMES, CHECKS. What dollar amount, for what work. HOME INSURANCE FUND deductions/ Claim to what did the owner/Tender receive. To include contact personally with the owner. What did they receive/work or money.

Supershows and promotions of themselves, more important than the real work, of actioning the builders . Money collecting and not giving out. Perks and huge pays to do this. Home Insurance management fees extracted for doing what. No real work. Not actioning builders.

Dr Flegg and Newman who received numerous complaints under the banner of underperforming Government departments seem to be advertising this Parliamentary Enquiry as little more than Cheaper housing, and the Budget trying to push housing incentives,

Promoting their own agendas pushing for quicker resolution for builders and homeowners.

BSA have that power now.

██████████ cannot quote any Law that stops him from resolving defects. There isn't one. He has chosen to work against his OWN LAWS and duty of employ.

I hope this Parliamentary enquiry is serious

I request the parliament to call a full criminal investigation, a Royal commission into the officers, the Insurance fund/Tenders quotes, Tenders Board and all that equates deductions from the fund, claims File Closures/ resolved unresolved. Investigation cannot be of the files, the BSA hold as I have outlined my files are cleaned. Investigation has to involve site inspections, and follow up with the persons OWNERS involved. AUDITS right across licencing, builders every process. This has to include personal check, of sites to OWNERS.

I please ask the Parliament to consider every single officer as a person accountable to law, criminal law. The loss and detriment caused is extreme. To leave damage that would escalate to all parts of the house, take away my livelihood, and life, by the very entity that was setup to help, resolve and the Insurance fund to do it. Homes are being on sold, got rid of by homeowners refused by the BSA. This will come back to haunt the government, maybe your family your kids will buy one of these houses.

Please do not leave the BSA officers, in charge. Shut them down. Do not reinvent them under a new name. Public works, CMC and Tribunal merry go round also needs investigation, passing our complaints around like bits of rubbish, a merry go round,. A cut and paste response of inappropriate to comment To leave any one person still out there, this will continue. Builders are still out there doing this to others, defective work certified and dangerous, let alone life destroying mentally , physically, and monetary.

HOME INSURANCE, Certifications ,Tenders, Tender Board and Quoting/PAYOUTS,Management fees/deductions, and the officers are to be criminally investigated. I request a Full Royal commission.

I thank you for listening.

Yours sincerely,



Elizabeth Bourne

All is true and correct at the time of writing, R.T.I. information is true and correct at the time of receipt, Jan 2011. With BSA stamp markings of proof. Emails are dated

:Please consult the disk- for Case files, date order and docs of proof. All information and files are known to BSA submitted via QCAT submissions , review of 2 letters Decisions by ██████████ Including Audio Video Pics.

Please do not hesitate to contact me for any further information if required.