Submission 59

The Research Director,

Transport, Housing and Local Government Committee

Parliament House

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Ministerial Review Team,

I thank you for the opportunity to offer input into this review. My experiences include some twelve years of trying to address building issues.

The terms of reference on which I aim to submit include:

a. Whether the performance of the QBSA achieves a balance between the interests of the contractors and the consumers
b. The effectiveness of the Queensland Home Warranty Scheme and its protections, and
c. Examining opportunity for the reform of the Authority with a view tboth the industry and the consumer.

I would unwise to ignore any complaint that is in the slightest view to be vexatious. All complaints arise from vexation. It is the real problems encountered that will provide the most insight to the failures of the system. Most problems that cause grief can still allow people to move on, but it is grievances where there is no justice that will provide insight to initiate change. This failing of the systems in place that were supposedly designed to protect us from the" few rotten eggs" has impacted significantly on the lives of the entire family. The impact on our family has been devastating. Our health has been jeopardised and our financial security stolen. After almost 50 years military service we will retire with a major debt.

Brief History.

I refer to this as a brief overview of the history of the matter, as it is comprehensively covered in the court document put before QCAT

We undertook to extend our home in 2000. Plans were drawn and all the relevant applications and permits were submitted for approval. The law required that we had a contract and engaged BSA licenced builder. Everything progressed with some reservation until the Practical dated of completion. Then there was an issue with the roof. We tried talking, we tried mediation we tried the certifier and the builder threatened us.

With the way contracts are prepared we were limited with our options. The BSA advised they could not get involved unless the contract was finalised. With no were to go the builder claimed for enclosed stage and rather that being in breach of contract we paid the agreed sum in keeping the faith of the contract. We did not agree but opted to be safe. The builder was granted a three month waiver to complete the building and he repaid us by pouring a defective slab which was also in breach of the building permit. An opportunity to remove and replace the slab was granted subject to specific conditions. The slab was removed and replace but we knew it is again non compliant.

The builder then failed to proceed and advance the structure. He was recorded by an independent stating that he did not know whether he wanted to continue with the contract. However it was soon to be revealed that he was not going to complete the building. From the way the contract was worded our rights were limited. The safest option was to remain with the contract until it was terminated by the builder. In this case he was found 12 years later to have been in substantial breach of contract for failing to recognise that he was responsible for the supply and installation of the roof in the breezeway. He was also found to have terminated the contract ineffectively.

Being posted in another state with the military it was difficult to coordinate professional to obtain reports. This was alleged breach of contract and the BSA could not and would not get involved. We would have to pursue the matter through the Tribunal. We arrived in Queensland and had to find new accommodation in the general vicinity of Canungra Army Barracks but with children requiring special schools assistance and medical

facilities were eventually had to take accommodation at Pacific Pines. We returned to Brisbane to be greeted by a notification of a default judgement against us. We had not been served the summons.

We got that decision reversed and transferred to the Tribunal who advised the builder that he was plaintiff under Section 40 of the Act and had the right to file. The matter was transferred and the consent was to transfer the proceedings. A file number was applied by the Tribunal and the Builder as plaintiff never advanced his case in the following 2 years. Multiple letters had been sent from our solicitors asking about whether they were going to file and it was always coming.

In 2004 our legal representatives commenced preparation to take control and address the issue through the Tribunal. QCAT subsequently penalised for the delay ignoring the fact that the builder never progress the application even though he had been the one who had terminated the contract screaming that we were in breach of contract.

We were coerced into mediation under thrat that if we did not partake we could be ordered to through a Directions hearing and we would have to bear the costs. [redacted] was the mediator and he was more a devils advocate. We were assured that nothing arising out of mediation could be used outside the proceedings. We asked for the engineering certificates and the builder would not comply. Eventually he was ordered to go to his office and get the documents because he said they were readily available. The document we received stated it was reissued and we asked for the originals. They failed to provide the documents so full Tribunal Hearing was sanctioned or so we thought. Then the games really began.

We had to start raising statements and collecting evidence and there is no way that we would have been able to prepare all the evidence in a format that suited the Tribunal and some that became interpreted as that we really thought it was justified to engage legal professionals. The reams of documents that ensued were expensive and eventually turned out had absolutely no bearing on the case, as a matter of fact I would say that the Tribunal members never read the documents because a lot of claims made by the builder were refuted in the statements.

By this point we had sought help from the Local Government and the Building Service Authority(QBSA). This matter was a contract dispute. The QBSA was unable to help but there should have been measures in place through the QBSA to rectify major issues like compliance with the engineering specifications of the footings and slab. It is too late after the footings are under a building and two concrete slabs. However in all cases where compliance with the engineering specification has not been achieved the Homewarranty insurance Scheme should be used to bring the building into compliance recovering the monies from the builder.

If there are engineered specifications only the design engineer should be permitted by law to inspect his work for compliance. In that way if he makes changes it is his indaba. This game of allowing builders to be cleared of any wrong doing because an engineer has provided him a certificate is completely wrong. The contract is with the builder. In our case the builder had his engineer provide him with engineering certificates (5 years later) stating compliance with the approved plans when the Site Inspection Report of the engineering company clearly supports the footings were substantially downgraded and this was to be supported 7 years later with the provision of the invoices. The only avenue one has against the engineer (whose is the builders contractor) is through the Board of Professional Engineers. The investigation by the Board failed to view the engineers site inspection reports together with his engineering certificates or his statement. In the event that they do find against the engineer it appears the have no enforceable powers. They can take the engineer through QCAT or he can roll over and cop a minor fine. This leaves the homeowner with nothing until the building shows the signs of the defect.

By that time the Homeowner will be outside the Home warranty scheme. If structural problems occur at any stage in the life of a building, the warranty should cover the homeowner and all future homeowners. This is because the engineering plans should be designed for the life of the building not the life of the Warranty scheme. This is what happen to us. We wont ever be free of this issue. That is not from my narrow point of view as you may think. The questions were asked of the engineer in writing. But before QCAT only the respondent got to ask questions of our engineer and QCAT prevented us from any discussion in respect of compliance because the Builder had agreed in a statement of Agreed facts that he had to comply with the approved plans. The fact that he did not comply with the approved plans was not open to discussion. A significant issue for us in terms of structural safety, compliance with the Building permit, the approved plans was just obliterated from our case. This had a significant impact on the overall claim.

The Board conducted a mock investigation, ensuring that the decision would not be reached in time for help us with the Mediation process in QCAT. Their decision that" the engineer had done nothing that any other engineer would have done under the circumstances" provides the scope for a review; in so much as I could

pose an number of questions before a panel of engineers and that would support that this claim is not true. The Board did not see fit to conduct an internal review instead they openly challenged us to take them to QCAT. In QCAT the the power to award costs is discretionary and they will chose their moments especially when it is in favour of the government. A challenge through QCAT is another gamble that one has to be prepared to risk, because of this discretionary power, and because there will always be some engineer or some building consultant who will state under oath that the building is not showing any signs of distress or structural defect. The fact that compliance has nt been met is the homeowner indaba any consumer who dares to take their decision to QCAT. These witnesses do not have to provide the certification to back up their claims. The QCAT decision never provides the homeowner with any clearances. What I mean here is that QCAT dismissed the issue of breach of Build over sewer during the hearing process and how does that help us with the local authority who is demanding rectification of the issue because the building permit was conditional on compliance with the permit.

QCAT decisions in respect of contract issues should be broadened to encompass the role of QCAT and its failings to protect the parties to a dispute. Their role is significant and their failings to uphold the law which form the basis of most arguments with any substance. We fought on the principle of the laws requiring compliance, and we remain the victims. The decision in our case demonstrates total disregard for the very laws that stipulate compliance with the laws and legislation of the state. I offers our case as test case for review. It is comprehensive. From 2010 we were represented by a BUILDER ARCHITECT BARRISTER who provided a fair and balance argument to our case. The fact then that QCAT ignored the balanced view presented demonstrates how completely inept they are at resolving matters. I would suggest that such a representative would be able to provide a balanced view over numerous cases in which he has had dealings. Sometimes he advocated against us but we understand that his stance had to be in perspective and not distorted. We were arguing construction and the builders party was playing litigation and there was a very apparent one sidedness about the treatment before QCAT. There was a definite imbalance in the hearing proceedings. That is discussed in the complaint to QCAT as provided to the Justice and Attorney General's office. This document should be requested directly from QCAT alone with their response. The documents were also provided to the Premier who referred them on to the Attorney General's office for investigation.

The hearing transcripts are available directly from the Tribunal in respect of B455/05, APL027/11 and APL 413 / 11. I cannot afford to provide them for this review because if I could have afforded them they would have been used to further our case. The Tribunal has this unique little game that makes all parties pay for the Transcripts at considerable expense. We should have been provided the transcripts from the Applicant of apl027/11 who made reference to recollection of matters discussed at hearing. A Directions hearing was convened in respect of his recollections and the requirement to produce the evidence, and that was just another wasted expense because it also never happened. The outcomes are available from the Tribunal. I made a complaint to the President of QCAT in respect of the member presiding and that has not yet been addressed by the President.

In respect of B455/05, APL027/11 and APL 413/11 QCAT has ignored the fact that the Integrated Planning Act or the Sustainable Planning Act requires compliance with the approved plans and the Development Application or Building Permit. The failure by QCAT to allow non-compliance of the "approved plans" to become part of the process of cross examination has allowed the builder to breach the laws of the state. This has been particularly detrimental to our case before QCAT and the outcome. QCAT has failed to uphold the legislation of the state and this should be investigated. The builders failure to comply with the Building Approval is a serious breach of the law and not only has he further increased his 35% profit margin we are left responsible for the fact that the building is non-compliant with the Approval. We claim this failure has prejudiced our case. The failure undermined the entire principle which formed the basis of our grievance. Qur grievance related to the fact that we could become responsible for the issues of non-compliance, and the serious ramifications to the value of our home and its resale value. Any decision made by this review panel in respect of non-compliance with the approved plans should see the builder fully responsible for every project that he has undertaken. The law has alwys required compliance with the approved plans and it is not in keeping with natural justice to have laws that require the homeowner engage a BSA Licenced builder and have a contract only to leave them responsible for the actions of the builder. The BSA Homewarranty insurance policy should cover non compliance and the monies recovered from the builder.

QCAT has ignored the terms and conditions of the contract binding the parties, ignoring the fact that the builder does not have the required documentation to prove his case in respect of changes to the contract. The issue of variations or lack there off, features in all publications issued by the BSA. The

terms and conditions of the contract also provided for the issue of compliance with the approved plans and the laws of the state and local authorities. QCAT is allowing Builders to use contract to legalise theft.

In respect of the decision of Justice Brabazon that we have to pay the builder for a stage of construction that he has neither reached or commenced, it was clearly detailed by our Barrister that there was a decision made by [redacted] on an issue almost exactly the same issue where a builder made a wrongful claim which disentitled the builder to the moneys claimed. This decision was presented and upheld by the District Court. Regardless of the fact this case was presented in the costs submissions by [redacted] it was subsequently ignored by not one QCAT member but two members.

I use the term QCAT Member rather loosely, because it appears anybody can be a QCAT member if the President so designs. From an Email received from Mary Shortland, apparently Justice Wilson can personally assess the suitability of just about anybody for particular cases. As it appears Justice Wilson then has personally selected the Adjudicator for our case in which the builder's legal representative is ironically "WILSONS Lawyers" at 32 Logan Road Woolloongabba. This may help explain why it is that we were the only party ever fined for non-compliance; why it is that QCAT denied us the opportunity to revise our case when we engaged a new legal representative; why it is that [redacted] was able to predict that he would win on appeal; how it is that my barrister was totally unaware that I had made a complaint to QCAT in respect of the members hearing our case and yet [redacted] from [redacted] knew of the complaint. I read in the newspaper that soon we will have Justices of the Peace conducting hearings, and ironically we probably would stand a better chance of a fair decision than sitting before some legal has-been.

This decision upheld by the District Court is particularly relevant because the builder was found by two Tribunal members to be in substantial breach of contract in respect of "Fixing" stage. Furthermore the claim for fixing stage which resulted in the "illegal termination" of the contract also exceeded the amount in the progress schedule of the contract. The decision then to order us to pay the builder for the fixing stage when he was found to be in substantial Breach of the contract , had not reached enclosed stage, and claimed more than he was entitled to claim by contract, and had also not reached the definition of fixing stage, defies simple common sense. There was nothing in the contract between the parties that allowed the builder to claim money when he felt like it. The contract clearly defines that the builder is to certify the stage being claim has been completed. The builders claim for the payment is his certification that the stage has been reached.

How is it that in a building contract dispute presented before QCAT the consumer can never make the right choice. The builder claimed enclosed stage and we were advised there might be a technicality because a roof had been fitted to the detached dwelling. We did not agree because there was only one contract, but it to too risky to chance. We met the demand of the builder. So for that the Adjudicator penalised us but in the very next mouthful advised us that we should have acted in keeping the faith of the contract when the builder made the second claim for fixing stage which exceeded the agreed contract schedule amount by OVER $5000. The retired District Court Judge has ignored the fact that the builder had claimed over and above the amount scheduled in the contract for fixing stage whilst making a vague statement about it unclear as to why the claim was in excess of the contract agreement figure

There is no reference in the contract that allows the builder to claim a progress payment or reduce the amount for work not completed. One would think that it would be only natural that a variation would support the amount, but not in this case. Instead of the builder having to justify his claim for the alleged work carried out in the fixing stage, the QCAT member ignores the matters discussed during the hearing in respect of electrical work etc attributes blame for the fact the builder claims the windows and doors were not able to be installed because the Representative hindered the builders progress(ignoring the fact that there is no documentary evidence in respect of hindrance as required by the terms and conditions of the contract) and awarded the balance in favour of the builder.

The Legislation requires that the builder has to comply with the regulations of the state and local authority. QCAT has failed to uphold the breach of Build over sewer issued by the Council. Some degree of flexibility has to be allowed for basic protocol within the ranks of the local government institution. An engineer was sent to inspect the build over sewer preparation on our site. He reported back to his supervisor. The Development and Regulatory Services area then issued the breach notice. This notice was ignored by the presiding Adjudicator, even though that area had been subject to a previous slab being non-compliant and having to be removed. The Adjudicator ignored the fact that this breach is in respect of the second attempt to pour the same slab simply because the slab was

removed. This could be likened to removing World War 1 from the history books because it is over. This issue of Non-compliance in respect of the Build over sewer is a significant issue because the repair bill can exceed $20000 (based on the invoices from the removal and replacement of the first slab in 2002).

Multiple breaches of the Domestic Building Contracts Act were detailed in the costs submissions. These breaches should have been reported to the state penalties Enforcement Regulator, and yet the breaches failed to achieve even recognition by QCAT.

It is not the responsibility of the general community to ensure that the judicial powers make decisions in keeping with the Legislation of the state. The general community has a right to be protected by the legislation and the government in power has the responsibility to ensure that an appropriate balance is achieved between the consumer and the construction industry. The purpose of regulating that there has to be a contract is for the purpose of protecting both parties to the contract. It defines the rules of engagement between the parties and provides the mechanism on which a fair and equitable decision can be determined, except when the case is presented before QCAT.

The introduction of the GST at the beginning of the millennium regulated that all commercial enterprise providing goods and services had to charge a 10% surcharge if they earned over $75000. It is therefore incomprehensible that the reviewing QCAT judge should adjust the original decision to remove the allowance for GST and a profit margin equivalent to that charged by the builder (35%) who is responsible for the defects in the first place. The decision is prejudicial to the consumer who has to now also bear the profit margin and the GST to repair the defects, not to mention that the Judge also amended the costing provided by the experts in the builders favour on every change made because the Builder expert simply failed to quote as tasked by QCAT demonstrating that even though the engineers agreed on certain defects he decided to the contrary.

In the process of trying to advance this matter through QCAT we were basically forced into mediation, because if we did not voluntarily concede to partake in the process another directions hearing would result and we would be forced into the process. The mediation failed with the builder not producing the original engineering certificate. However during the mediation process a conclave of the experts was convened. The resulting report is a collection of answers to something unknown. There is no link to anything in particular just a vague set of answers. The engineers addressed the engineering defects and the building consultants were tasked to cost the repairs. However a no stage was there a conclave of the building experts to discuss alleged defects that were not of an engineering nature, resulting in many problems that were simply not brought into this case. There is no document that I am aware of that bound us to any agreement in respect of this process. In fact the mediation process failed and nothing arising out of mediation is able to be brought into any proceedings from the training we received in the military.

l had a conversation with another lady and they were advised by the BSA that it would take years to get their dispute through the Tribunal and as a result they had to bear the loss of $260,000. The branch manager of my bank told me of her daughters plight in that the builder made successive demands for money for stages that not been reached. When she challenged the builder and advised he was not entitled to the money he simply took a circular saw and cut out the stairs in the middle of the house, putting her young family a serious risk of harm. The BSA ordered the builder to return and make the area safe to which he nailed a couple of boards across the hazardous area. It was still not safe, and again the BSA advised that it would take too long to get the matter through QCAT and that family had to bare the loss of $100,000 and then start again. We have been paying only the interest on a progress loan that can neither be terminated nor reduced. We will have to continue paying that interest and take out another complete loan.

To date we have had a QCAT Decision made in our favour. It was not the best decision but the matter was a win and the whole drama was over, so it was wiser not to appeal because the decision was made that both parties had abandoned the contract. The builder appealed. Before the appeal was heard the Adjudicator made another decision awarding no costs to either party. This resulted in a subsequent Appeal by the builder.

The two appeals were put before a retired District Court Judge who made the decisions on both Appeals. The result saw the decision of 23December 2011 set aside. The date and year of the decision set aside was incorrect. The second line ordered that we pay the builder $8963.00 (with no date by which the payment had to be made). The third simple sentence advised that there was no right of appeal through QCAT.

In respect of the second appeal the builder was not successful.

Today I received notification that that decision24December 2010 was set aside. The QCAT decision of 31 May is set aside. Now we must forthwith pay the builder $43,241.26. Although no right of appeal was granted the builder applied for interest on various sums of money and ironically he was granted interest on the sum of $31,878.26 which is the payment ordered by the Adjudicator to be paid by the builder to us in respect of defects. This figure was subsequently modified by the Retired District Court Judge [redacted]all significantly reduced in favour of the builder and now ignoring the figures put forward by the experts. I forgot to mention this decision of 17September 2012 now details that [redacted]QC, is now a QCAT Member. Of course the builder was given time to raise the money and we have to pay the builder the sum of $43,241.26 "forthwith". The result is ridiculous given that the Decision of 31May was written in the simplest of English sentences. Apparently those very simple words did not mean what they read either very much like our contract so it would seem.

This committee is set up to deal with all submissions dealing with cases were perceived injustice appears to be a common thread and where the basis of the injustice in embroiled in this same argument that QCAT is not upholding the legislation of the state. I am aware that the previous government has produced a report detailing the manipulation of the certification process with builders' only engaging certifiers who will bend with them. THIS CASE IS FINALISED THROUGH THE TRIBUNAL. This case would provide a comprehensive assessment of QCAT 's prejudices against the consumer and clearly demonstrate just how many acts of parliament have been breached; including the Domestic Building Contract Act of 2000; and the Building Act of 1975.

Breach of Contract issues are not addressed by the BSA, so we were forced to file in QCAT. It is like playing Russian roulette; you never know when the rules are going to change. No matter what choice you made during the contract period it was inevitably the wrong choice. Issues involving construction should be resolved progressively during construction and the BSA should only maintain the role of inspectors on sites much like the previous system where no construction could advance until the inspection for compliance had occurred. It should follow then that non- compliance would significantly be reduced if it meant that the builder would incur delays in construction. This would reduce the number of claims through QCAT in respect of structural issues. The BSA should only be involved in the certification process and the inspection of issues of contention. No monies should be paid to the BSA for services and fees for these services should be collected by an agency that has no direct involvement with the decisions involving insurance claims. Better still have a construction trades registration department to collect annual registrations and private indemnity Insurance to include all engineers, tradesmen, certifiers and builders. The BSA should have no other function other than to inspect the work of all trades by certifiers qualified within that trade. You remember the story of the early bird catches the worm well the same principle applies.

This ministerial review of the Building Services Authority should encompass all agencies involved in the building industry. That would include the Board of Professional Engineers, the BSA, and building certifiers. The legislation should require that they all pay Private Indemnity insurance for every job they are involved in and the insurance should be separated from an agency making decision in respect of defects. There should be no buck passing of responsibility which is what has been allowed to occur through QCAT. We only ever had a contract with the Builder and the law required we had a contract and engaged a BSA licenced builder. The homeowner has the right to be protected against defects and non-compliance issues. There should only be one standard applied to all levels of construction and that is that it has to be in accordance with the approved plans and only the design engineers can certify their construction or provide formal approval on request to another engineer. Changes to the approved plans must require submission of amendments to Council for approval. There are many many changes that should be implemented to control this alleged "standard building practices". Make the rules clear, set conditions and time frames, limit the number of contractors that can be used to carry out one function.

The BSA does not guarantee their website as a matter of fact we were told once everything went haywire that builders provide the information for the site. In fairness to all would be consumers all breaches should be recorded on the BSA site. It is quite clear that QCAT and the BSA do not work together. I am almost sure that the BSA advised the builder of the fact that we had the proof that they had significantly downgraded the engineering to the footings.

This ministerial review of the Building Services Authority should encompass all agencies in the construction industry. That would include the Board of Professional Engineers, certifiers. This game of the state making the legislation and paying the Council to regulate is ridiculous because all the council bodies involved in anything to do with the building industry are operating independently of each other. The Building Codes section is not with the Development and Regulatory Authority and if anything the BSA should be responsible for

the Building Codes department. The Council as an independent should be collecting all building application fees and maintaining the plans various applications for permits and receiving and filing all amendments and certificates with a automated date and registration system for all documents received. This automated registration system should be universal to all agencies in construction.

The law should require that wherever there are approved engineering plans that the builder has to provide the plans to engineering company that manufacture and certify the required footings directly from the plans. It is common practice with many reputable builders and the invoices specifying the plans and site address should have to be provided with the engineering certification.

We submitted a complaint to the BSA in respect of the certifier. The BSA cleared the certifier on the basis the law allowed him to accept and engineers certificate. So the builder was cleared because the engineer raised three false certificates. The engineer was cleared because the certifier accepted his certificate and then the certifier is cleared because he is allowed to accept a certificate from an engineer. However the BSA ignored the fact that the certifier attended in the presence of the engineer. The BSA does not review their decisions. The BSA also does not collect private indemnity insurance from certifiers, and there is no legislation that empowers the Board of Professional Engineers to collect Private Indemnity insurance from the engineers. To address the issue of a defect with respect to a certifier you complain to the BSA and if you are successful you have to file against their private indemnity insurance, and if they are no longer registered as a certifier tough luck. So our BSA home warranties Insurance did not protect us against the certifier's failings.

To address an issue of false certification by an engineer you can submit representation to the Board of Professional Engineers who will decide whether or not your claim is vexatious and then still fail to take any action. They prefer to operate on the basis of roll over and cop a small fine or challenge us and we will bring you down. I can provide the name of someone who will attest to that fact. To win against an Engineer you would have to take the Board on through QCAT. If you get a breach notice issued by a government agency the Board has no record of the Private Indemnity Insurance held by an engineer. In fact there is no legislation that requires that engineers even have Private indemnity Insurance.

At hearing I was never interviewed by my Representative. The Respondents barrister played his little game a tried to discredit me reputation. Our submissions were instatements and then ignored by QCAT. We would have had a fairer chance in a murder trial. It was like control through suppression. The ruls of evidence did not apply in that the builder spoke for the engineer. The fact that the claims made by the builder in respect of what the engineer approved were in direct conflict with what the engineer certified.

Only one party was fined for "non- compliance" and I guarantee it was not the builder. These fines should be in favour of state revenue (like a traffic violation) instead of encouraging games. I bet that windfall was not reported on his tax return. We went to Direction Hearing to prevent the introduction of a report which had not been provided within a year of the decision specifying the date by which the report had to be handed to the applicant. To any normal person that could be defined as non- compliance but not to QCAT. It is QCAT's responsibility to ensure compliance not the consumers. The Directions Hearing prevented the introduction of the report yet it was brought in three years later.

This review is long overdue. It is about time to restore the status quo. I have diagnosed Post Traumatic Stress Disorder and yet this building issue will haunt me forever. We fought for nothing we were destined to be ripped off one way or another. I will forward all the complaints as submitted to QCAT and as a Government review agency QCAT should have to provide the case file over for review. I made suggestions in our final submissions that QCAT either refer the decision to the Court of Appeals or refer the defects and costing to the BSA for an independent assessment of the defects and the repair costs and of course they did not take up the offer. The review of just two cases by the Court of Appeals would bring the building mafia under control.

In concluding after almost 12 years of fighting we have never lived in our home. Our home is neither enclosed nor has reached fixing stage. If we had changed the building in any way shape or form QCAT would have dismissed the claim and I know this because this was argued in the Directions hearing of some other parties whilst we waited in the back of the hearing room. The builder is clear of the home warranty period which was what the game was all about. The build properties, hold on to them as assets and sell them when they clear the insurance and liability period. We are in breach of the build over sewer and the council requires that it is fixed. The council is aware that the building is not compliant engineering wise and now I have to pay to bring it into compliance. We have nothing left to start all over again. The local council representatives are useless in resolving issues of this nature; the state MP's just send out the same generic letters advising the

consumer to seek legal advice and the Tribunal ensured that there was no right of Appeal. The ultimate goal is to wear the victims down financially.

I apologise that I could not present a better submission but I am using an old and unreliable computer and have only just got it working again on Thursday. I also have PTSD and the thoughts just race through my head.

Yours Respectfully

Judith Turner