

THE BUILDER DID NOT HAVE THE APPROPRIATED LICENCES TO CONSTRUCT A NEW HOUSE

██████ did not have the required licence to construct our home; he acquired the Builder- Low Rise licence on 5 May 2005. This is almost 2 years after signing our contract and 18 months after actual construction started. ██████ fraudulently used the licence of ██████ to construct our house without our knowledge as we were contracting ██████ BSA lic no. ██████. This should be seen and dealt with by the BSA and Police as it is a criminal matter and Licence lending.

THE BUILDER DID NOT SUPPLY AND WRITTEN VARIATIONS

██████ did not supply any variations – written or verbal – cost or construction wise! Supplied is a copy of all requests for payment or monetary matters which we have received from ██████ from signing the contract to today's date. As in evidence by site meetings by ██████ and ██████ there is a large amount of incomplete work on our house and we have even paid an extra \$42356.89 on top of the contracted sum.

THE BUILDER FRAUDULENTLY USED SOMEBODY ELSE'S LICENCE NUMBER

Explained in Dot Point 1

THE BUILDER FAILED TO COMPLETE BUILDING OUR HOME

There is evidence of this failure by site meetings by ██████ and ██████ and the decision by Member Oliver of the CCT that there are many parts of our house which are unfinished or even not started.

THE BUILDER USED THREATENING BEHAVIOUR

Supplied are statutory declarations by ██████ and ██████ in regards to threatening behaviour for pressure to pay vague invoices with no variations. These include threats of caveats and foreclosure.

THE BUILDER SMOKED DRUGS ON SITE

Supplied are statutory declarations from ██████, ██████ and ██████ that smoking of drugs on site was a daily occurrence.

THE BUILDER DID NOT CONSTRUCT BY FOLLOWING THE PLANS

As evidence from Member ██████ decision from the CCT, that we the wardrobes and cupboards throughout the house have not been constructed as per the plans and also the front entrance has not been constructed as per the plans. These are all without any variations to design, contract or price. All of which we did not agree or have the opportunity to consider these changes to the plan.

THE BUILDER COMMITTED NUMEROUS OFFENCES UNDER THE DBC AND BSA ACT

Supplied is a list of offences and breaches to the legislation.

THE BULDER CHARGED MORE THAN ALLOWED BY LEGISLATION REGARDING DEPOSITS

██████ charged extra deposits before construction had started. Evidence in copies of invoices attached.

THE CONSTRUCT TIME HAS GONE WELL OVER WITH NO TIME VARIATIONS AND IS STILL INCOMPLETE

The construction of our house is still ongoing 7.5 years after starting the construction with a 156 day contract to final with no variations to time delays.

ADDITIONAL BREACHES

Upon checking a Licence Search on your website for [REDACTED], I have noticed that the amount of jobs and dollar value for the years is incorrect and I have further information on many more jobs that [REDACTED] had completed over the years and have not been listed with the BSA.

These jobs more than likely would not have had insurances, potable long service levies paid nor have any legal contracts written for these jobs.

If you require further information or the information contained within is insufficient, please provide detailed particulars to enable myself to respond appropriately, alternatively if you require clarification on any of the information provided within, please do not hesitate to contact myself.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]