

20 September 2012

The Research Director
Transport, Housing and Local Government Committee
Parliament House
George Street
BRISBANE QLD 4000

To whom it may concern

Below is my response to the Committee of Inquiry into the QBSA. The Owners do this as a result of QBSA's failure over the past six years. This failure has had a devastating effect on our family, financially, health effects, and un-necessary stressors as a direct result of the QBSA's failure/s.

The Owners are left with a house that is not compliant (frame un-certified). A house that is not complaint with the plans. A house that is incomplete. A house that has many defects of varying degrees. A house that is in an un-salable condition due to the non compliance, incomplete and defective works. Who have had \$50,625.00 stolen from the contract due no other reason than 'double dipping'? Owners who have had \$107,342.96 stolen from the Contract due to incomplete works.

The QBSA accepts no responsibly for the legislation breaches, and apologise for their inaction, but deny that their action has caused us harm. The QBSA also accepts no responsibility regarding the certification, referring to the certification process as 'non-building', however as in our case, substantial building works are required to meet the certification requirements. Ian Jennings was notified of the certifier's requirements in January 2011, but denies this is QBSA responsibility.

Yours sincerely

[signed]



Philip Eason

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

ISSUES

The Builder was permitted by the QBSA (due to the QBSA's failure to respond to complaint) to submit an application to the Commercial Consumer Tribunal in April 2007 (now QCAT) on a frivolous, unsubstantial claim and fraudulent misrepresentation, and keep it in the Tribunal until November 2009.

The QBSA allowed the Builder to illegally terminate the building contract thus forfeiting the owner's rights under the insurance scheme. The QBSA reconised the Contract termination of the Owners 11 February 2010.

Owners have discovered (Feb 2010; confirmed May 2010) that house did not have a frame inspection, despite letters to that effect from the Builder in 2006 (**Attachment 01**)

The current process allows unscrupulous builders to manipulate the QBSA to their own means.

The Builder engaged by Owners, has not completed the works yet submitted progress payments, and demanded payments in excess of **\$107,342.96**.

It is our firm belief that if the QBSA acted on the legislation breaches during November and December 2006, that the Owners would not have had to endure years of undue financial hardship, and stress as a result. It should not have taken a second complaint to be lodged in February 2007 (by this time most of the damage had occurred).

Denied Natural Justice

December 5 2006, the QBSA placed the Owner's file on hold. As a result, the builder continued to commit legislation breaches; failure to supply variations to Contract; submitting progress payments (**\$107,342.96**) for incomplete works etc. The Owners were denied Natural Justice.

On 29 May 2007 (**Attachment 02**) the QBSA agreed to a stay to the Direction [REDACTED] (**Attachment 03**). The Owners were not informed of this agreement. At the time this agreement between the Builder and QBSA, it was unclear what items (if any) would be subject to the QCAT proceedings. Natural justice was not afforded to the Owners. Further the QBSA should not have discussed our legal options with the Builder, adding to the considerable disadvantage faced by the Owners.

The Builder repeatedly misled the QBSA, saying that the owners have withheld money on the Contract, when in fact the builder on no less than seven occasions submitted progress claims for contract works not complete (**\$107,342.96**; plus the falsified claims of **\$50,625.00**). The QBSA on the basis of the Builder's here say, denied the Owners natural justice in defending such assertions. Natural Justice was not afforded to the Owners.

In 2012, QCAT published their findings (**Attachment 04**). The Owners were denied Natural Justice. The Owners were not party to these proceedings. The Owners did not nor were asked to provide a statement to support the QBSA action against the Builder. The Owners have been slandered within the proceedings. The Owners did not back date the Contract. The Builder contrary to the QCAT findings has had other investigations/complaints (**Attachment 05**). Further the Builder has over the past years done little building works (**Attachment 06** and **Attachment 07**). The Builder has also had previous QCAT litigation [REDACTED]

Desk top audit

In February 2007, the QBSA asked the Builder to provide documents pertaining to the Contract. The QBSA did not act on the missing documents such as variations to Contract, certification certificates etc and legislation breaches. October 2009, the QBSA compiled a report of incomplete works (**Attachment 08**) supporting the Owner's claim the builder continued to commit legislation breaches; failure to supply variations to Contract; submitting progress payments (**\$107,342.96**) for incomplete works etc.

Access to property

The Builder refused access to the property so Owners could inspect the works, and through their solicitor [REDACTED] perpetrated 'commercial blackmail', by denying Owners the ability to view works, and dispute progress payments for works not

undertaken (**Attachment 09**) and (**Attachment 10**). This exclusion extended to viewing works 'allegedly completed'.

Community cabinet

In December 2010, The Owners went to the community cabinet meeting, held at Albany Creek State High School. The Owners had an appointment to see the Premier, regarding our QBSA matters. This was this was a follow up from the [REDACTED] radio show and numerous correspondences with the premiers office and our local member [REDACTED]

When making the appointment the Owners asked specifically that [REDACTED] would not be present due to his verbal abuse that he had directed towards us in the past. The Owners were assured that another representative from the QBSA would be present.

The Owners spoke to Premier [REDACTED] and [REDACTED] Director General of Public Works.

The Owners told the Premier their story again verifying that the QBSA had taken over 4 months to inspect our complaint after initially a QBSA officer [REDACTED] guaranteeing us that a QBSA inspector would be up to inspect with in 14 days due to the serious nature of our complaint. Our complaint was directed at non compliance issues, such as failure to supply variations, failure to adhere to progress payments, demanding more than required in a deposit, not providing a copy of a written contract (**Attachment 11**).

The Owners explained to the Premier that the Owners continued to telephone and email during December, and January 2007, asking when the inspection would take place. The Owners were met with a common excuse that they could not locate our file and would depend on resources becoming available.

The Owners told the premier about our property not being certified after [REDACTED] from the QBSA telling us it had been in 2007. Further the Owners told the Premier that the QBSA were aware on 27 March 2007 that the plumbing also had not been inspected (**Attachment 12**)

The Premier than turned to [REDACTED] and asked him if he knew about this.

[REDACTED] replied "no I did not.

The Premier than asked [REDACTED] to organise an immediate meeting with [REDACTED], and other department heads along with [REDACTED] which the Owners reluctantly agreed too as the understanding that with [REDACTED] past behaviour he would not be present but [REDACTED] convinced us this was the best way forward.

The Owners than retold their story to which [REDACTED] said that they declined to send an inspector as legally they can not and it is in the legislation. I had a copy of the legislation and asked Ian to show me where this is. He declined to do so as was the case earlier in [REDACTED]s office. [REDACTED] than said if it isn't in the legislation he would get the legislation changed.

The discussion they preceded onto the certification and Ian initially disputed that his officers knew our property was not certified but acknowledged after I produced a letter from the QBSA that the QBSA knew our property had not been certified when they called for certificates from the builder in February 2007. Of note—the QBSA did

not act on the documents requested, and we still await copies of the certification certificates (if any) that were obtained by the Builder, as is the legislative requirement, along with copies variations to contract.

Ian then said the Owners should have accessed the Master's Builder's Association (MBA) dispute resolution service. This service **is not** available to the public or non members of the MBA. Of note—in a meeting in the presence of [REDACTED] MP, at this [REDACTED] office, early 2010, [REDACTED] told us that only the builder can access this service as he is a member of the MBA.

The meeting concluded with [REDACTED] promising to produce the piece of legislation he referred to, that denied access by building inspectors on a building site while a contract was on foot. To date the Owners have not received a copy of the Legislation.

Queensland Building Services Authority delays/in-action

The Owners were required to complete another claim form, resulting in the Builder being notified and pending inspection 27 March 2007 (**Attachment 13**). Despite the notification, the Builder was not in attendance at the inspection held some 17.7 weeks after the Owners initial complaint, duly acknowledged by the QBSA 28 November 2006 (**Attachment 14**)

A file note prepared by the QBSA (**Attachment 15**) documents out interactions with the QBSA from 25 November 2006. This file note conflicts with correspondence to the Owners from Ian Jennings of 15 March 2010

“The statement is at odds with QBSA compliance processes at the time”....

This statement conflicts with the file note. Further, a memo dated 27 November 2006, [REDACTED] asks [REDACTED] to review the file and allocate a compliance officer if action required (**Attachment 16**). This did not occur. On 5 December 2006, file note from [REDACTED] “put this one on hold complaint gone to disputes”. This statement conflicts with the Owners being required to lodge another complaint lodged in the QBSA 19 February 2007, see attachment 13.

At the time of the inspection [REDACTED] was aware that the property had proceeded through the plumbing rough-in inspection phase. [REDACTED] did not inform the owners, or investigate further.

The Owners have repeatedly stated that they have not received a copy of the contract, however preferred to take the builder's word he did so. To this date the Owners have not received an Original copy of the contract. Further invoices submitted by the builder again prove that works were commenced before the contract signing 31 August, and more importantly before finance was approved, yet because the Builder 'empathically denied' this, contrary to the evidence provided, investigations did not occur.

The failure of the QBSA to investigate, take the necessary action in a time manner has resulted in a series of catastrophic events, of which the Owners are unable to recover. There is no legal means available to the Owners to re-coup the \$50,625.00 taken by the Builder prior to finance being approved and the \$107,342.96 in progress claims for work either not done, or incomplete.

There are no legal avenues, or Government bodies to offer assistance in relation to the QBSA not devolving such vital information such as plumbing and frame inspections.
