

On 22 Feb. 2017, at 16:35,

> wrote:

I'm also gobsmacked at [redacted]'s response. [redacted], obviously you feel that having someone so incompetent, who charges us 30% more than any other company, who does far less work than any other strata manager is acceptable, not with my hard earned cash. He has lied about everything to get out of doing work, and stolen property of the owners corporation.

On what basis do you wish to retain Michael Thompson. How has he improved our building in the last 20 months or so?

From:

Sent: Wednesday, 22 February 2017 4:24 PM

To:

Cc:

Subject: Re: [redacted] - Strata Management and committee concerns.

Hi [redacted] and committee,

Either the committee is blind to the ongoing issue and that Net strata haven't even provided 50% of the service which is clearly outlined in the service agreement (unless they have been providing rest of the committee with the service outlined in the agreement) or there is some alternate motivation behind ignoring all their shortcomings. I am personally at a loss.

[redacted] has outlined with records all issues in his email and regarding service delivery netstrata cannot provide any evidence that I have received any of the ongoing service and documentation they have listed in the agreement unless they have been sending info to select committee members or addressing their individual concern.

It is the committees obligation to respond to [redacted]'s email and concerns as an owner in the plan. As I have clearly stated my intentions which are in line with [redacted]'s experience of the strata management, I would like rest of the committee members to respond either via you as in below email or directly as suits.

I have lived in the plan for 6 years so many of the owners have raised their concerns with me, frankly i agree. therefore rest of the committee who is in support of Netstrata should respond going forward.

I would like to note that that until he was reminded regarding the Feb 17 Meeting by [redacted] yesterday (Unless I was excluded from prior correspondence in this regard), nothing was actioned by him since our meeting in Nov 16. A meeting at least requires a months notice for everyone to find time in their diary and attend especially if one live a fair distance from the property and travels for work.

Collecting money over 18 months can be done by any SM there is no specific obligation that we need Net strata for that, the job has be be tendered at the end so again Netstrata or other provider doesn't matter. We have paid for the scope of works and that document is already with us.

In the past 2 years I have never seen any quotes or approval request send for approval to the committee except the 2 discussed in AGM. (Again if this is happening on the side where i am not included, i wouldn't be aware).

Eventually if this isn't address the owners will go to adjudicator and then tribunal to have Netstrata and all of us removed, which isn't in the best interest of the committee or the plan as it will be on the record where only we as owners are losers if we plan to sell our properties. Mismanagement of plan and removal of committee would be red flag for most smart buyers. this has never happened in the strata plan history since it was built.

Netstrata has nothing to lose, even their contract is no lock-in both ways.

Hi [redacted], on you comment '[redacted]', we suggest you should also forward your email to Michael Thompson so you can possibly have these issues addressed with him at the next meeting (proposed date 2nd March)' My response: The concerns I have raised are broad service deliver and short comings on part of Netstrata nothing to do with my own unit in the plan that would benefit me personally, and as such are matters for the committee to raise together and not for me to personally take it up with Netstrata.

I leave it to your better judgement and would direct other owners to correspond with you for feedback going forward.

Regards,

On 22 February 2017 at 12:30,

wrote:

Begin forwarded message:

From:

Subject: Re: - Strata Management and committee concerns.

Date: 22 February 2017 at 11:39:05 AM AEDT

To:

Cc:

Hi All,

Our understanding is that at the last meeting that we were only going to carry out repairs that were necessary

based on safety grounds as we all decided that no other works were to be carried until the money is raised for the major work for the concrete underneath the paved/garden area and then proceed with all repairs together. We all voted and agreed to be fair, to raise the money over an 18 month period. however, we personally are more than happy to pay the full amount sooner and get things started ASAP (but obviously all other owners have to be in agreeance with this this position) This can be discussed at the proposed meeting on the 2nd March.

We are not prepared to throw Michael Thompson under the bus at this stage, we think it would be far more effective to communicate your concerns with him and work for better solutions, as when we came onto the committee it was in a total mess with the previous Strata Managers to the point where there were never enough people turn up to meetings to even allow them to proceed.

, we suggest you should also forward your email to Michael Thompson so you can possibly have these issues addressed with him at the next meeting (proposed date 2nd March)

Kind Regards,

and

On 21 Feb 2017, at 4:23 PM,

wrote:

Dear Committee Members,

Writing to you with regards to complains and concerns conveyed to me by a few owners at
mainly regarding the Strata Company and manager by also regarding their
perception of an ineffective strata committee.

I have listed a few items raised by owners below, in no particular order.

- The issue with garbage area cleanliness and maintenance gets worse every day rather than improving.
- There haven't been any ongoing quarterly strata meetings arranged on site to discuss, outstanding issues like all previous strata managers did.
- The fire stair works carried out did not reflect the amount charged.
- The fountain still hasn't been fixed.
- The visitor carpark management is still a mess and no signage has yet been installed to reflected the updated by law. hazard strip paint was only carried out after final reminder during Nov 16 AGM.
- The entry stairs area is a mess and hasn't been yet fixed after couple of years.
- There is no quarterly report provided by the SM regarding action and issues implemented and or progressed.
- There has been no site inspection reports provide on a regular basis, actually there have been none provided ever.
- Preventative maintenance programme schedule confirmed to be implemented by no

schedule provided to the committee neither quotes for cost and scope approval provided.

- In the past 3 quotes were required for any works above \$500 and committee approval was sought, this has never happened on any ongoing quotations since Netstrata have taken over.
- It seems Net-strata is awarding work to their preferred contractors without required consultation in most instances.
- Complete lack of regular communication and updates from strata manager
- We were supposed to have a committee catch-up in Feb 2017 an invite for which should have been sent in Dec 2016 nothing has been received yet.
- We are paying 30% more strata management fees for substantially low grade service compared to BCS and other managers before.
- The special levy charge agenda item wasn't circulated months in advance (as it's a substantial amount) to people to give due consideration, many people do not receive all Net Strata documentation.

My view on owner's comments based on Net Strata service agreement clauses below:

- I agree with most of the feedback from owners.
- My biggest issue is there is absolutely no ongoing correspondence and update provided by SM and the committee has become namesake.
- Netstrata hasn't delivered on any of the below service deliverables outlined in there agreement, as there is no physical evidence I can sight for any of these.
- Ⓢ Regular site inspections and building reports delivered within 24 hours on any issue or required repairs.
- Ⓢ Preventative maintenance programs for common areas.
- Ⓢ A dedicated Strata Manager, with 24/7 emergency access. *(He is almost AWOL)*
- Ⓢ A Strata Manager that manages 39% less lots than the industry average, according to Macquarie Relationship Banking Strata Industry Surveys 2011. *(Doesn't seem like it as some many tasks outstanding)*
- Ⓢ Strata Health Check where we review all of the major expenditure items within your scheme to ensure the best value is being achieved by the use of our extensive purchasing power as we currently manage over \$4billion worth of property. *(Absolutely no evidence of this or case study to so real savings eventuated)*
- Ⓢ Homeowner strata education guides for the best practices, security and maintenance of your property. *(Don't recollect receiving this, don't know if it was a pocket book with words which one can't, the expectation here is a fact book with pictures and easy to understand bold signage style layout)*
- Ⓢ On-hand access to scheme records, including current insurance certificates, By-laws and Strata Plans. *(On hand access for whom haven't seen this)*
- Ⓢ Monthly financial statements and reports on relevant issues affecting your scheme. *(Never received even one monthly report in the past 2 + years)*

Net strata are ongoing strata managers and need to focus on regular operations and ongoing task to clear outstanding items, the concrete slab works are important although we haven't hired them solely as project managers for that work.

The only thing the company has done in the past two years is attend to AGM's which they have organised with a 4-6 month delay and present the concrete slab works/ fire stair works proposal and over the two years actioned some unit specific minor issues with no strategic and broad focus on common property issues and complete lack of communication, it's not their owner occupied home they are managing it's a strata plan and the committee need to be kept up to date on a regular basis.

Update provided by _____ on the Fair trading complaint lodged:

I have stopped paying my strata fees for approximately the last 6 months due to the lack of service we have received from Michael Thompson of Net Strata. I have lodged a complaint with the Dept Fair trading to have our fees reimbursed and to hopefully bring action against Net Strata, however to effectively do this the owners corporation must get involved.

Considering we are now paying 30% more in strata manager fees I would like to know what benefit and service we have received? If none, then what are the owners corporation going to do about it?

If no action will be taken then I will take action against the owners corporation and Net Strata myself.

I have spoken to a number of owners/residents and they are disgruntled with the state of the property.

If fair trading contacts me with regards to _____'s complaint I am going to provide them this email as supporting commentary.

I think Netstrata have had 2+ years to show improvement in their service, after raising all above concerns many times there hasn't been any improvement.

It's time to look at other options; I have listed a couple below with public feedback links for your review. Happy to check out other suggestions. (Companies should offer no lock-in contracts)

Strata – _____ and _____

<http://www.productreview.com>. [strata-management.html](#)

Strata Choice – Megan North

<http://www.productreview.com>. [/strata](#) [.html](#)

Regards,

Unit

From:
Sent: Wednesday, 22 February 2017 10:40 AM
To:

Subject: NetStrata

Dear Committee Members,

I'd like to bring to your immediate attention the contents of the attached document.
As most of you do not actually reside at , you'd have no idea of the constant struggle we have with NetStrata.

I personally have been affected by them on more than one occasion and I fear it will not be the last. I'm not the only one and it's also clear to me that this company has no real grasp on the strata management concept. There is proof and if anyone tells you any differently, they're wrong.

In addition to what has already been noted, and in regards to the child locks on windows, the strata manager failed to instruct the installing company of the task at hand properly and were delayed in doing their job. I heard this from the installer after I had to call them to find out the situation.

As a result of this, I, along with other residents who took time off work, were left twiddling our thumbs on a day I really should have been in the office. And still, nothing happened.

Still to this day, I have not been contacted by anyone for a rescheduling time to install these locks. I have not been contacted by NetStrata either in relation to this work, other than the initial letter which was sent.

I encourage you to please take a look at the summary and send me any feedback which you may have.
The more of us that can band together, the better chance we have of seeing some results in our favour as owners and the more chance we have of appropriate action being taken.
This benefits all of us.

Kind Regards,

Senior Executive -

<image006.jpg>

From:

Sent: Tuesday, 16 February 2016 5:13 PM

To: Michael Thompson

Cc:

Subject: Re: Swipe

Hi Michael,

How are you,

With regards to the rogue parking issue: I can attest for a fact of how painful and frustrating it is when people behave unprofessionally/ unethically with regards to such matters.

With the past strata managers and I had this permanent duty to take picture of cars parked illegally, stick notices there windscreen etc. It just becomes a day job.

If things aren't getting resolved for so long its obvious that the tenant doesn't want to behave, unless there is another side to this story.

It should clearly be a four step process.

1. Notify/ Inform the person that they are parking in the visitor car park illegally. Also inform the landlord and agent at the same time. (Check if they have a genuine reason to be there)
2. Send 1 reminders to all parties if they are still parking in the visitors.
3. If the issue isn't resolved the landlord should send a letter to the tenant regarding this issue stating that they are breaching the by laws and common sense strata living rules. The landlords has to take ownership for the actions of their bad tenants.
4. If the tenant doesn't budge give them a notice to vacate in accordance with tenancy agreement for repeated non-compliance with the strata by-laws and common sense.

It is extremely important for landlords to take ownership of this issue for bad tenants and be proactive in managing them, majority of the good tenant are suffering due to this issue as well and the tables could have turned and it could be one of your tenants who's the good guy and has issues with their visitors having no space to park cause of these rogue operators.

This issue can only be permanently resolved if us landlord together take a stand that we won't allow any bad behaviour from our tenants with regards to strata living in our plan if it impacts on the amenity and enjoyment of all occupant and should be ready to kick out a tenant who is creating trouble and not look at short term gain or loss as in all likelihood a tenant with this attitude would have the same attitude towards the up keep of your unit.

Courtyard concrete cancer issue: Has there been an update or progress on this, I haven't heard anything from you or the committee about this since I left the building in Aug 15. You may have done work on this in that time keen to know if there is a plan as its a ticking time bomb and has cost implication on us non the less.

I completely understand _____'s frustration, after I left the building my stress levels have dropped significantly. It was almost like I was the building manager, every week there was some issue.

Thanks,

On 16 February 2016 at 16:20, Michael Thompson <Michael.Thompson@netstrata.com.au> wrote:

Hi _____,

I very much care about the schemes that I manage and I take a lot of pride in my work. As Ray will testify too, I have been diligent in trying to resolve this matter within the confines of the Strata Schemes Management Act 1996 and all other laws.

I will be onsite on Thursday morning (10:00am) with an Architect to show him the scheme and the bin room etc. if you would like to discuss further.

Michael Thompson
Senior Strata Manager

298 Railway Parade
Carlton NSW 2218

Direct: 02 8567 6431

Office: 02 8567 6400

Fax: 02 9588 4644

Web: www.netstrata.com.au

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[Update your details](#) <image002.png> [Priority Maintenance Request](#) <image002.png> <image003.png> <image004.png>
<image005.png> <image002.png> 1300 638 787

<image006.jpg>

From:

Sent: Tuesday, 16 February 2016 4:13 PM

To: Michael Thompson

Cc:

Subject: RE: Swipe

The only person that is frustrated is me because nobody gives a shit. The tenants don't care because the owner doesn't care. You don't care because you don't live here or have you

friends try and park here and find that all the spots are taken by asshole residents.

So if neither of you will do anything I'll take matters into my own hands. And if I continue to have this sort of support from the rest of the committee u can manage the building yourselves which will mean more work for you all.

I'm not selling any time soon nor am I renting so if the place falls to shit I don't care

From: Michael Thompson [<mailto:Michael.Thompson@netstrata.com.au>]

Sent: Tuesday, 16 February 2016 4:00 PM

To:

Cc:

Subject: RE: Swipe

Hi ,

Thank you for the email.

1. No problem, I will arrange
2. Okay thank you for letting me know. I will arrange the contractor to attend to this and the above.
3. Yes, I have the cleaners doing it in their standard servicing. The issue with the fountain at the moment is the pump has stopped working. I have someone looking into this.
4. I spoke with at length about this today before this email and also in relation to my email to the tenants of the impending wheel clamping if it occurs again. I have expressed the Owners Corporation' frustrations with the matter and provided as much information as possible to try and have this matter resolved amicably.

Michael Thompson

Senior Strata Manager

298 Railway Parade
Carlton NSW 2218

Direct: 02 8567 6431

Office: 02 8567 6400

Fax: 02 9588 4644

Web: www.netstrata.com.au

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[Update your details](#) <image002.png> Priority Maintenance Request <image002.png> <image003.png> <image004.png>
<image005.png> <image002.png> 1300 638 787

<image006.jpg>

From:

Sent: Tuesday, 16 February 2016 2:35 PM

To: Michael Thompson

Cc:

Subject: RE: Swipe

Hi Michael,

I was meaning to email you regarding a number of issues however I got caught up in work.

1/ I installed the swipe and it worked inside but I wasn't sure if the other side did, so you will

need to call someone to look at the outside unit in the driveway. So you will need to let U22 know.

2/ the gate into the visitors parking worked briefly on Saturday but isn't working again. This needs to be addressed.

3/ the fountain needs to be filled and chlorine added monthly in summer and potentially every 2-3 months over the cooler months. asked for this to be in the cleaners contract

4/ for months now tenants in U44 have illegally been parking in the visitors parking, as recent as one week ago. They have been told numerous times from my understanding. **I would like to know why feels that the by-laws don't apply to him or his tenants.** If I estimated how many times they have parked in the visitors parking, as a rough guess it would be in excess of 100 times. This is excluding the car that had a legitimate reason to park there until the drip tray was installed. Enough is enough. you have ignored's emails and requests. This is unacceptable. **A response would be appreciated and the appropriate action taken.**

From: Michael Thompson [<mailto:Michael.Thompson@netstrata.com.au>]

Sent: Tuesday, 16 February 2016 1:06 PM

To:

Subject: Swipe

Hi ,

Swipe you put back still doesn't work.

Michael Thompson
Senior Strata Manager

298 Railway Parade
Carlton NSW 2218

Direct: 02 8567 6431

Office: 02 8567 6400

Fax: 02 9588 4644

Web: www.netstrata.com.au

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[Update your details](#) <image002.png> Priority Maintenance Request <image002.png> <image003.png> <image004.png>
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Please Note: All written, email communications and attachments received by our office remain on record of the relevant client scheme for a minimum of 5 years. These communications are available for inspection by owners or their nominated agent pursuant to section 108 of the Strata Schemes Management Act 1996. Discretion is advised when communicating with our office in written or electronic form.

Sent: Tuesday, 23 May 2017 8:13 AM
To:
Subject: RE: Agency agreement

Hi

Unfortunately the contract that we have with netstrata is for three years and if we were to terminate it we would be liable for the remaining term. The only option I have now is to seek compulsory appointment of an owners corporation which would remove netstrata and the executive committee. I will pursue this upon my return from holidays on the 9th June. If you can hang in there for a few more months until this is resolved as you may be an asset on the committee yet.

From:
Sent: Monday, 22 May 2017 3:04 PM
To:
Subject: Re: Agency agreement

Hi

I am planning to resign from the committee at the next AGM or before, as I have tried my best to change the management at the plan and get someone who is going to do good by the owners and the plan in accordance with the strata act in collaboration with everyone.

Prior to resigning I just wanted to raise below items.

1. I trust as he has always worked for the best interest of the plan to deliver good outcomes and as such would be happy with the Strata manager he recommends. I don't think I need to review any thing if has done his due diligence.

2. The current committee is not going to support a resolution to change Netstrata, so if the act gives the secretary complete discretion to call a EGM to table change of strata manager resolution, I am willing to do so. Please updated the letter to be sent with all relevant details and I will send it.

3. I don't think enough majority of owners are going to send me a request to arrange a EGM and table this resolution, a maximum of 4 owner as mentioned previously would possible sent a request. If organises this and it fits with the rules again please update the letter to net strata with relevant details and I am happy to send it.

although if none of the above can be done, I am unable to help at all as I have tried all other avenues. This is the main reason I have decided to resign as I don't want to waste my time anymore with netstrata and the current committee.

Kind Regards,

On 9 May 2017 at 12:55,

wrote:

Hi

Re:

From:

To:

tyson.major@netstrata.com.au

Date: Tuesday, 8 October 2019, 6:09 pm AEDT

Thanks Tyson,

In regards to the EGM, I have spoken to a number of Strata managers and they have stated that as long as the books are in order and all the tradesmen have the correct and current licenses, there shouldn't be any hold up to the proposed works.

As an option for a new strata manager as per the AGM;

, I believe, has recommended:
STRATA on . They manage Park in . My live there
and it is kept immaculate. If you are around the area, i would recommend having a drive around the complex.

I have met and spoken with another agent:
STRATA on Rd .

Is there any other information you require?

On Tuesday, 8 October 2019, 9:34:21 am AEDT, Tyson Major <Tyson.Major@netstrata.com.au> wrote:

Dear Strata Committee,

I trust you are well. I write to thank-you for your time in attending our recent Annual General Meeting (AGM) for SP and for your willingness to serve on the strata committee until the conclusion of the next AGM. Attached are a copy of the following documents for your perusal:

1. Recent AGM minutes;
2. Netstrata's guide to serving on a strata committee.

Please note that from time to time I will be sending you updates and/or items for your consideration, my emails will include a rough time frame for your response. It is prudent that you have access to your emails every 2-3 days at a minimum just in case urgent items occur. Please feel free to contact me should you have any queries. I look forward to working alongside you all in the smooth management of your strata scheme.

Regards,



Tyson Major | Licensed Strata Manager
Netstrata Office: (02) 8567 6400 Direct: (02) 8567 6477

After Hours Emergency: 1300 663 760
www.netstrata.com.au

Points of Claim

NCAT Ref No. SC

APPLICANT:

And

RESPONDENT: Owners Corporation SP

Over the course of 2.5 years from 28 Jul 2015 until the present, the Owners Corporation has failed in a number of duties and had numerous breaches under **Strata Schemes Management Act 2015 No 50 NSW**. These are as follows:

1. Part 2 Division 2 Management of Strata Schemes

Section 9 - Owners corporation responsible for management of strata scheme

(3) (c) Maintaining and repairing the common property of the strata scheme

- a) Failure to provide any proposals to expand the garbage area (Section 6 Page 27)*
- b) Significant delay in providing an architectural scope of the courtyard (Section 6 Page 27)*
- c) Significant delay in installing child window safety locks (Section 7 Page 41)*
- d) Failure to repair cracked concrete (Section 9 Page 47)*
- e) Significant delay in providing report to address waterproofing of courtyard (Section 10 Page 49)*
- f) Significant delay to repair down pipe. Only after the owner ceased paying his strata fee did anything happen (Section 13 Page 85)*
- g) Failure to provide sufficient notice to owners of change of entry codes (Section 14 Page 126)*
- h) Failure to repair fountain (Section 16 Page 136)*
- i) Failure to repair front step (Section 17 Page 146)*
- j) Significant delay in placing a simple lock on the garbage room to prevent homeless people rummaging through rubbish (Section 18 Page 150)*
- k) Failure to repair the hot water system leading to its failure (Section 19 Page 159)*
- l) Failure to adjust lighting schedule (Section 23 Page 200)*
- m) Failure to provide initial levy notices (Section 26 Page 353)*
- n) Failure to hold Mr Thompson accountable for not providing on site reports and regular site inspections (Section 1 Page 1 & Section 30 P421)*
- o) Failure to install soft close mechanism on side door (Section 31 Page 485)*
- p) Delay in installation of wheel clamping signs (Section 32 Page 487)*
- q) Delay in repairing Intercom (Section 36 Page 527)*
- r) Significant delay in repairing leak in U40 (Section 37 Page 533)*

2. Part 3 Division 2 Functions of Strata Committee

Section 37 Duty of members of strata committee

It is the duty of each member of a strata committee of an owners corporation to carry out his or her functions for the benefit, so far as practicable, of the owners corporation and with due care and diligence.

- a) Failure to carry out duties as in Part 2 Division 2 Section 9*

- b) Failure to hold Mr Thompson accountable for the theft of wheel clamps (Section 30 Page 421 & Section 39 Page 610)*
- c) Failure to enforce wheel clamping by-laws (Section 40 Page 626)*
- d) Failure to hold regular meetings as stated (Section 25 Page 207 & Section 30 Page 421)*
- e) Failure take U44 to Tribunal for continuously parking illegally (Section 38 Page 551)*

3. Part 4 Division 2 Functions of Strata Managing Agent

Section 52 Owners corporation may delegate functions to strata managing agent

(2) (b) A decision on a matter that is required to be decided by the owners corporation.

- a) Failure to inform the owners corporation of the decommissioning of the fountain or the right to choose if it is to be decommissioned (Section 16 Page 136)*

4. Part 4 Division 2 Functions of Strata Managing Agent

Section 57 Breaches by strata managing agent

(1) If a strata managing agent has been delegated a function by an owners corporation and a breach of the duty by the owners corporation would constitute an offence under a provision of this Act, the agent is guilty of an offence under that provision (instead of the owners corporation) for any breach of the duty by the agent occurring while the delegation remains in force.

5. Part 4 Division 3 Accountability of Strata Managing Agent

Section 59 Provision of information about money received and other transactions

(2) An owners corporation may require strata managing agent to provide full particulars of any specified transaction that has been entered into by the agent on behalf of the owners corporation.

- a) Failure by Mr Thompson to provide evidence that a splitter was installed (Section 35 Page 518)*

Section 60 Disclosure of commissions and training services

(b) any such commissions or training services and the estimated amount or value of any such commissions or training services that the agent believes are likely to be provided to or paid for the agent in the following 12 months.

Section 62 Offences

(1) A strata managing agent must comply with a notice to provide information under this Division by giving a written statement, containing the information required, within 14 days after the notice is given.

- a) Failure by Mr Thompson to provide details of Insurance brokerage charged (Section 12 Page 69 & Section 20 Page 171)*

6. Part 6 Division 1 Common Property

Section 106 Duty of owners corporation to maintain and repair property

(1) An owners corporation for a strata scheme must properly maintain and keep in a state of good and serviceable repair the common property and any personal property vested in the owners corporation.

(2) An owners corporation must renew or replace any fixtures or fittings comprised in the common property and any personal property vested in the owners corporation.

(5) An owner of a lot in a strata scheme may recover from the owners corporation, as damages for breach of statutory duty, any reasonably foreseeable loss suffered by the owner as the result of a contravention of this section by the owners corporation.

a) As above Part 2 Division 2 Management of Strata Schemes Section 9

Any Lot owners who have sold their property, or have rental tenants should be compensated for potential losses. Those on the committee who have supported Mr Thompson should be excluded from any compensation, in particular Mrs , , and

In addition, owners should be compensated for additional cleaning services as a result of failing to secure the garbage area, and refund 2/3 of the lighting costs from the 2/2/2017 for failing to conduct a proper audit of the lighting.

7. Part 6 Division 1 Common Property

Section 109 Cosmetic work by owners

(1) An owner of a lot in a strata scheme may carry out cosmetic work to common property in connection with the owner's lot without the approval of the owners corporation.

(2) **Cosmetic work** includes but is not limited to work for the following purposes:

- (a) installing or replacing hooks, nails or screws for hanging paintings and other things on walls,
- (b) installing or replacing handrails,
- (c) paintings
- (d) filling minor holes and cracks in internal walls
- (e) laying carpet,
- (f) installing and replacing built-in wardrobes
- (g) installing or replacing internal blinds and curtains
- (h) any other work prescribed by the regulation for the purposes of this sub section.

Section 110 Minor renovations by owners

(3) **Minor renovations** include but is not limited to work for the purposes of the following:

- (a) renovating a kitchen,
- (b) changing recessed light fittings,
- (c) installing or replacing wood or other hard floors
- (d) installing or replacing wiring or cabling or power or access points
- (e) work involving reconfiguring walls
- (f) any other work prescribed by the regulation for the purposes of this sub section.

(4) Before obtaining the approval of the owners corporation, an owner of a lot must give written notice of propose minor renovations to the owners corporation, including the following:

- (a) details of the work including copies of any plans,
- (b) duration and times of the work,
- (c) details of the persons carrying out the work, including qualification to carry out the work,
- (d) arrangements to managing any resulting rubbish or debris

a) Failure by Mr Thompson to provide the owners corporation with plans for minor renovations (Section 30 Page 421)

8. Part 6 Division 3 Work Carried Out By Owners Corporation

Section 119 Work to rectify certain defects

- (1) (b) any defect in any pipe, wire, cable or duct that provides, or through which passes, any water, sewage, drainage, gas, electricity, garbage, artificially heated or cooled air, heating oil or other service (including telephone, internet, radio or television services) within a lot.

a) Significant delay to repair down pipe. Only after the owner ceased paying his strata levies did anything happen (Section 13 Page 85)

9. Part 6 Division 5 Goods Left on Common Property

Section 125 Disposal of abandoned goods on common property

The regulations may make provision for or with respect to the following matters:

- (a) conferring power on an owners corporation to store or dispose of, or authorise the disposal of, goods left on common property,
- (b) notices to owners and other persons as to disposal or proposed disposal of good by owners corporation.

a) Failure to have removed items left in car park by residents (Section 42 Page 682)

10. Part 7 Division 2 Establishment and Effect of By-laws

Section 135 Requirement to comply with by-laws

- (1) The by-laws for a strata scheme bind the owners corporation and the owners of lots in the strata scheme and any mortgagee or covenant charge in possession, or tenant or occupier, of a lot to the same extent as if the by-laws:
- (a) had been signed and sealed by the owners corporation and each owner and each such mortgagee, covenant charge, tenant and occupier, and
 - (b) contained mutual covenants to observe and perform all the provisions of the by-laws.

a) Failure to enforce By-Laws (Section 38 Page 551 & Section 40 Page 626 & Section 42 Page 682)

11. Part 7 Division 4 Enforcement of By-laws

Section 146 Notice by owners corporation to owner or occupier

- (1) An owners corporation for a strata scheme may give a notice, in a form approved by the Secretary, to the owner or occupier of a lot in the scheme requiring the owner or occupier to comply with a specified by-law if the owners corporation is satisfied that the owner or occupier has contravened that by-law.

a) As above, Part 7 Division 2 Establishment and Effect of By-laws Section 135

12. Part 9 Division 1 Owners Corporation Insurance Obligations

Section 166 Strata managing agent to obtain insurance quotations

A strata managing agent must provide the owners corporation with no less than 3 quotations from different providers for each type of insurance proposed by the agent to the owners corporation or provide written reasons to the owners corporation if less than 3 quotations are provided.

a) Failure to provide any quotes to the Owners Corporation (Section 25 Page 207)

13. Part 10 Division 2 Provision of Information About Strata Schemes.

Section 182 Request for inspection of records of owners corporation

(3) The owner corporation must make the following items available for inspection by the person who makes the request or the person's agent:

- (a) the strata roll,
- (b) any other records or documents required to be kept under this Part,
- (c) the plans, specification, certificates, diagrams and other documents required to be delivered to the owners corporation before its first annual general meeting by the original owner or the lessor of a leasehold strata scheme,
- (d) if in its custody or under its control, the certificate or title comprising the common property or, in the case of a leasehold strata scheme, the certificate of title for the lease of the common property,
- (e) any applicable 10-year capital works fund plan,
- (f) the last financial statement prepared,
- (g) every current policy of insurance taken out by the owners corporation and the receipt for the premium last paid for each such policy,
- (h) if a strata managing agent has been appointed a copy of the instrument of appointment,
- (i) if a strata renewal plan has been given to owners for their consideration under Part 10 of the Strata Schemes Development Act 2015, copy of the plan
- (k) if the duties of the owners corporation under this subsection have been delegated to the strata managing agent, any other records (including records of the strata managing agent) relating to the strata scheme that are prescribed by the regulations

a) Failure to provide details of Insurance brokerage commission (Section 12 Page 69 & Section 20 Page 171)

b) Attempt to prevent me from obtaining the strata roll by claiming that due to privacy laws and that I am not on the executive committee I am not entitled to receive a copy (Section 33 Page 514)

(4) Meeting inspections

For the purpose of complying with requirements for the giving of notice of a meeting of the owners corporation, the original owner (whether or not having ceased to be an owner) or an agent authorised in writing by the original owner is entitled to inspect the strata roll without payment on making a written application.

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(1) An inspection under this Division is to take place at the time and place, or by the means, agreed on and, failing agreement, at the parcel at a time and on a date, or by the means, fixed by the owners corporation under this section.

(2) If an applicant and the owners corporation fail to reach an agreement within 3 days after the owners corporation receives the application the owners corporation must immediately give the applicant a written notice fixing a specified time (between 9 am and 8 pm) on a specified date (not later than 10 days after the owners corporation receives the application), or a specified means, for the inspection to take place.

(3) The means for inspecting documents may be in person or through electronic access to the documents or any other means agreed on or fixed under this section.

(4) A person entitled to inspect a document may take extracts from, or make a copy of, the document but must not, without the consent of the owners corporation, remove the document from the custody of the owners corporation.

a) Failure to provide details of Insurance brokerage commission (Section 12 Page 69 & Section 20 Page 171)

14. Schedule 2 Part 2 Notices of Meetings.

Section 5 Notices of meetings for other strata schemes

(1) The secretary of the owners corporation of a strata scheme that is not a large strata scheme must give notice of a meeting to each other member of the strata committee at least 3 days before the meeting and to each owner.

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As such, I am seeking the following:

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d) Refund of ALL fees paid to Netstrata for breach of contract, negligence, and failure to maintain and repair common property of the strata scheme.

In addition, owners should be compensated for additional cleaning services as a result of failing to secure the garbage area, and refund 2/3 of the lighting costs from the 2/2/2017 for failing to conduct a proper audit of the lighting.

e) Failing to implement the wheel clamping by-law, compensation for each breach of a resident parking in the visitors parking should be paid to the Owners corporation. It is estimated that in excess of 50 breaches have been documented. The exact figure will be provided at the tribunal due to time constraints.

f) A nominal amount of \$100 for paper, and ink which has been used to compile this case.

Other breaches by Netstrata in accordance with the **Property, Stock and Business Agents Act 2002 No 66** include the following:

Division 6 Unjust conduct by Licensees

53A Interpretation

(1) For the purposes of this Division, conduct of a licensee is unjust if it is conduct:

(a) that is dishonest or unfair, or

(b) that consists of anything done, or omitted to be done, in breach of contract, whether or not proceedings in respect of the breach have been brought, or
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- a) Failure to provide any proposals to expand the garbage area (Section 6 Page 27)*
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Mr Thompson misled residents and owners in regards to the following:

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- b) Meeting of architects*
- c) Time of installation of Child window locks*
- d) Dept fair Trading*
- e) Hot water system*
- f) U40 intercom and U40 leak*



Fair
Trading

PO Box 972

PARRAMATTA NSW 2124

Tel 133220

ABN 81 913 830 179

www.fairtrading.nsw.gov.au

Our Ref

Your Ref

Contact Lachlan Geeves

Dear Mr

I refer to our conversation dated 12 January 2017 regarding your strata matter. The following matters were raised with Mr Stephen Brell, Licensee in Charge at Net Strata:

1) Notices

- Mr Brell was advised that your correspondence detailed that you had not received levy notices and were only made aware of levies when you received late notice reminders
- Mr Brell was advised that you raised this matter with the Strata Manager on 11/4/2016, 8/7/2016 and 5/8/2016

Mr Brell advised NSW Fair Trading that owner's within your scheme had resolved that notices were to be provided electronically. Mr Brell has advised your last three levy notices were forwarded to email address: on 2/6/2016, 19/10/2016 and 28/11/2016.

2) Fountain

- Mr Brell was advised that your correspondence detailed that you requested the service to the fountain on 16/2/2016 and that the Strata Manager had advised the contractor was to look into the repair. Mr Brell was further advised that another owner had asked about the repair on 9/6/2016 and when you asked again on 3/8/2016 you were advised the fountain had been de-commissioned and was to be removed.

Mr Brell has advised that the repairs regarding the fountain were significant and were addressed at the 2016 Annual General Meeting. These minutes have been reviewed and reflect that a motion regarding the waterproofing of courtyard and planter boxes was resolved and that owners resolved to proceed once funds were available once obtained by a special levy.

Mr Brell further advised the special levies being raised addressed the repairs to the waterproofing of the fountain and it was the recommendation of the contractors that the fountain be turned off whilst the repairs are occurring to prevent further issues. Mr Brell stated whether the fountain is re-commissioned after the repairs are completed will be a decision for owners.

3) Drain

- Mr Brell was advised that your correspondence detailed Mr [redacted] had emailed the Strata Manager regarding this matter on 29/3/2016, 12/4/2016, 9/6/2016 and 3/8/2016 and the repair was completed on 5/9/2016

Mr Brell has advised that the repair work to the downpipe was extensive and required an entire guttering to be replaced. Mr Brell forwarded emails to Fair Trading dated 18/7/2016 and 3/8/2016 where the Strata Manager has attempted to progress the work and stated that he understands the work is now complete.

The additional matters raised within your correspondence have been reviewed and are summarised below.

1) Wheel Clamping Signage

As per your correspondence you have advised:

- On 18/11/2015 you asked when wheel clamping signage would be installed
- Strata Manager advised signs were in transit on 14/1/2016, arrived 20/1/2016 and where then installed on 10/2/2016

It is understood that you are frustrated with the time taken by the Strata Manager to action the above matter. Please be advised this relates to the performance of the Strata Manager and the level of service provided. The performance of the Strata Manager is a responsibility of the Owners Corporation and they can address such a concern. Fair Trading is unable to substantiate a breach in legislation regarding this matter.

2) Unit 44

As per your correspondence you have advised:

- On 30/11/2015, you advised Strata Manager that the Tenant's on Unit 44 were parking illegally. Strata Manager advised he would discuss with the Landlord and he could take the Tenants to Tribunal should they continue to breach
- Strata Manager advises Landlord will terminate Tenants lease should they continue to breach which is quicker than mediation or Tribunal
- On 20/1/2016, Strata Manager advises he will discuss eviction of Tenants with Landlord
- On 11/2/2016, you report Tenants parking illegally
- On 12/2/2016, Strata Manager advises "no news" from Landlord
- On 16/2/2016, Strata Manager advises "notice to comply" was issued to Tenants however he didn't pursue Tribunal as wheel clamping is bigger penalty

Within the above matter the Strata Manager has responded to your concerns. You have the option of requesting the Owner's Corporation or Strata Manager to progress the matter. No breaches detected.

3) Wheel Clamping

- As per our discussion on 12/1/2017, it is the position of NSW Fair Trading that wheel clamping by-laws are not enforceable
- Your emails dated 12/1/2017 have been reviewed
- I understand this correspondence provides a different position however this does not change NSW Fair Trading's position

NSW Fair Trading will not progress this matter on the basis that any instruction on the Strata Manager to enforce a by-law would contradict our position that the by-law may not be enforceable.

4) Architect

As per your correspondence you have advised:

- On 11/2/2016, you requested the Strata Manager to arrange an architect to look at expanding the garbage area. Strata manager responded that the architect would be on-site Thursday to discuss.

You may wish to contact the Strata Manager to seek an update on this matter.

5) Anchor Points

As per your correspondence you have advised:

- On 16/2/2016, Strata Manager advised anchor points were completed
- On 3/8/2016, Strata Manager advised there was a delay due to access to boom lift and the installation was now complete

Should you provide supporting documentation to support the above correspondence NSW Fair Trading can contact the Strata Manager to address. On the basis that the work is now completed the most Fair Trading would do would remind the Strata Manager of his obligation to act professionally which would include providing accurate information.

6) Television

As per your correspondence you have advised:

- On 4/4/2016, you requested the Strata Manager arrange TV repair
- On 12/4/2016, repairs were completed

No breaches identified by NSW Fair Trading.

7) Hot Water

As per your correspondence you have advised:

- On 1/7/2016, another owner advised the Strata Manager of a leak in the hot water room, Strata Manager advises he will arrange a plumber
- On 21/7/2016, hot water system fails and this owner asks for repair
- On 22/7/2016, owner asks if Strata Manager addressed the leak prior and Strata Manager responds that he did and this was a separate matter
- You have sought to review these records however Strata Manager has removed access as your levies are outstanding.

On the basis of the documentation provided NSW Fair Trading is unable to substantiate any breaches regarding this matter we are unable to progress this matter further.

8) Fees

As per your correspondence you have advised:

- On 8/7/2016, you advised the Strata Manager that you would not pay levies until repairs are completed.

Please be advised that as per the *Strata Schemes Management Act 2015* owners are required to pay their levies to the Owners Corporation. Owners who refuse to pay levies can incur additional charges of interest and debt recovery.

Based on the information provided, I can confirm that NSW Fair Trading does not intend to progress the above matters further.

Please be advised that your Owners Corporation is responsible for monitoring the performance on the Strata Manager. Should they wish to progress this matter further they may make an application to the commercial division of the NSW Civil and Administrative Tribunal (NCAT)

Details regarding this can be located at:

http://www.ncat.nsw.gov.au/Documents/ccd_form_commercial_list_application.pdf

I trust this information is of assistance. Should you wish to discuss your matter further you may contact the writer on 02 4702 5396.

Yours Sincerely
Lachlan Geeves
NSW Fair Trading
19 January 2017

Points of Claim

NCAT Ref No. SC

APPLICANT:

And

RESPONDENT: Owners Corporation SP

Over the course of 2.5 years from 28 Jul 2015 until the present, the Owners Corporation has failed in a number of duties and had numerous breaches under **Strata Schemes Management Act 2015 No 50 NSW**. These are as follows:

1. Part 2 Division 2 Management of Strata Schemes

Section 9 - Owners corporation responsible for management of strata scheme

(3) (c) Maintaining and repairing the common property of the strata scheme

- a) Failure to provide any proposals to expand the garbage area (Section 6 Page 27)*
- b) Significant delay in providing an architectural scope of the courtyard (Section 6 Page 27)*
- c) Significant delay in installing child window safety locks (Section 7 Page 41)*
- d) Failure to repair cracked concrete (Section 9 Page 47)*
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- q) Delay in repairing Intercom (Section 36 Page 527)*
- r) Significant delay in repairing leak in U40 (Section 37 Page 533)*

2. Part 3 Division 2 Functions of Strata Committee

Section 37 Duty of members of strata committee

It is the duty of each member of a strata committee of an owners corporation to carry out his or her functions for the benefit, so far as practicable, of the owners corporation and with due care and diligence.

- a) Failure to carry out duties as in Part 2 Division 2 Section 9*

- b) Failure to hold Mr Thompson accountable for the theft of wheel clamps (Section 30 Page 421 & Section 39 Page 610)*
- c) Failure to enforce wheel clamping by-laws (Section 40 Page 626)*
- d) Failure to hold regular meetings as stated (Section 25 Page 207 & Section 30 Page 421)*
- e) Failure take U44 to Tribunal for continuously parking illegally (Section 38 Page 551)*

3. Part 4 Division 2 Functions of Strata Managing Agent

Section 52 Owners corporation may delegate functions to strata managing agent

(2) (b) A decision on a matter that is required to be decided by the owners corporation.

- a) Failure to inform the owners corporation of the decommissioning of the fountain or the right to choose if it is to be decommissioned (Section 16 Page 136)*

4. Part 4 Division 2 Functions of Strata Managing Agent

Section 57 Breaches by strata managing agent

(1) If a strata managing agent has been delegated a function by an owners corporation and a breach of the duty by the owners corporation would constitute an offence under a provision of this Act, the agent is guilty of an offence under that provision (instead of the owners corporation) for any breach of the duty by the agent occurring while the delegation remains in force.

5. Part 4 Division 3 Accountability of Strata Managing Agent

Section 59 Provision of information about money received and other transactions

(2) An owners corporation may require strata managing agent to provide full particulars of any specified transaction that has been entered into by the agent on behalf of the owners corporation.

- a) Failure by Mr Thompson to provide evidence that a splitter was installed (Section 35 Page 518)*

Section 60 Disclosure of commissions and training services

(b) any such commissions or training services and the estimated amount or value of any such commissions or training services that the agent believes are likely to be provided to or paid for the agent in the following 12 months.

Section 62 Offences

(1) A strata managing agent must comply with a notice to provide information under this Division by giving a written statement, containing the information required, within 14 days after the notice is given.

- a) Failure by Mr Thompson to provide details of Insurance brokerage charged (Section 12 Page 69 & Section 20 Page 171)*

6. Part 6 Division 1 Common Property

Section 106 Duty of owners corporation to maintain and repair property

(1) An owners corporation for a strata scheme must properly maintain and keep in a state of good and serviceable repair the common property and any personal property vested in the owners corporation.

(2) An owners corporation must renew or replace any fixtures or fittings comprised in the common property and any personal property vested in the owners corporation.

(5) An owner of a lot in a strata scheme may recover from the owners corporation, as damages for breach of statutory duty, any reasonably foreseeable loss suffered by the owner as the result of a contravention of this section by the owners corporation.

*a) As above **Part 2 Division 2 Management of Strata Schemes Section 9***

Any Lot owners who have sold their property, or have rental tenants should be compensated for potential losses. Those on the committee who have supported Mr Thompson should be excluded from any compensation, in particular Mrs , , and

In addition, owners should be compensated for additional cleaning services as a result of failing to secure the garbage area, and refund 2/3 of the lighting costs from the 2/2/2017 for failing to conduct a proper audit of the lighting.

7. Part 6 Division 1 Common Property

Section 109 Cosmetic work by owners

(1) An owner of a lot in a strata scheme may carry out cosmetic work to common property in connection with the owner's lot without the approval of the owners corporation.

(2) **Cosmetic work** includes but is not limited to work for the following purposes:

- (a) installing or replacing hooks, nails or screws for hanging paintings and other things on walls,
- (b) installing or replacing handrails,
- (c) paintings
- (d) filling minor holes and cracks in internal walls
- (e) laying carpet,
- (f) installing and replacing built-in wardrobes
- (g) installing or replacing internal blinds and curtains
- (h) any other work prescribed by the regulation for the purposes of this sub section.

Section 110 Minor renovations by owners

(3) **Minor renovations** include but is not limited to work for the purposes of the following:

- (a) renovating a kitchen,
- (b) changing recessed light fittings,
- (c) installing or replacing wood or other hard floors
- (d) installing or replacing wiring or cabling or power or access points
- (e) work involving reconfiguring walls
- (f) any other work prescribed by the regulation for the purposes of this sub section.

(4) Before obtaining the approval of the owners corporation, an owner of a lot must give written notice of propose minor renovations to the owners corporation, including the following:

- (a) details of the work including copies of any plans,
- (b) duration and times of the work,
- (c) details of the persons carrying out the work, including qualification to carry out the work,
- (d) arrangements to managing any resulting rubbish or debris

a) Failure by Mr Thompson to provide the owners corporation with plans for minor renovations (Section 30 Page 421)

8. Part 6 Division 3 Work Carried Out By Owners Corporation

Section 119 Work to rectify certain defects

- (1) (b) any defect in any pipe, wire, cable or duct that provides, or through which passes, any water, sewage, drainage, gas, electricity, garbage, artificially heated or cooled air, heating oil or other service (including telephone, internet, radio or television services) within a lot.

a) Significant delay to repair down pipe. Only after the owner ceased paying his strata levies did anything happen (Section 13 Page 85)

9. Part 6 Division 5 Goods Left on Common Property

Section 125 Disposal of abandoned goods on common property

The regulations may make provision for or with respect to the following matters:

- (a) conferring power on an owners corporation to store or dispose of, or authorise the disposal of, goods left on common property,
- (b) notices to owners and other persons as to disposal or proposed disposal of good by owners corporation.

a) Failure to have removed items left in car park by residents (Section 42 Page 682)

10. Part 7 Division 2 Establishment and Effect of By-laws

Section 135 Requirement to comply with by-laws

- (1) The by-laws for a strata scheme bind the owners corporation and the owners of lots in the strata scheme and any mortgagee or covenant charge in possession, or tenant or occupier, of a lot to the same extent as if the by-laws:
- (a) had been signed and sealed by the owners corporation and each owner and each such mortgagee, covenant charge, tenant and occupier, and
 - (b) contained mutual covenants to observe and perform all the provisions of the by-laws.

a) Failure to enforce By-Laws (Section 38 Page 551 & Section 40 Page 626 & Section 42 Page 682)

11. Part 7 Division 4 Enforcement of By-laws

Section 146 Notice by owners corporation to owner or occupier

- (1) An owners corporation for a strata scheme may give a notice, in a form approved by the Secretary, to the owner or occupier of a lot in the scheme requiring the owner or occupier to comply with a specified by-law if the owners corporation is satisfied that the owner or occupier has contravened that by-law.

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NOTICE OF ORDER

File No: SC
Quote in all enquiries
eNumber:

Application to the Tribunal concerning Australia -

Applicant:
Respondent: Owners Corporation SP

On 24-May-2018 the following orders were made:

1. The application is dismissed.
2. The respondent is to provide to the applicant and the Tribunal, either in person or by post, submissions and documents in relation to costs by 11 June 2018.
4. The applicant is to provide to the respondent and the Tribunal, either in person or by post, submissions and documents in reply on costs by 25 June 2018.
5. Costs will be determined on the papers. If either party seeks to be heard in person, they should advise the Registry prior to 25 June 2018, setting out the reasons why and the Registry would advise of the outcome in due course.

Reasons for decision:

1. The applicant was seeking the following orders:
 - a) Removal of Netstrata as the managing agent.
 - b) Removal of the current Executive Committee to be replaced with a compulsory managing agent - Strata.
 - c) Compensation for any lot owners who has sold their property, or have rental tenants for potential losses. Those on the committee who have supported the strata manager should be excluded from any compensation.
 - d) Refund of all fees paid to Netstrata for breach of contract, negligence, and failure to maintain and repair common property of the strata scheme
 - e) Compensation for additional cleaning services as a result of failing to secure the garbage area, refund of lighting costs and compensation for failing to implement the wheel clamping by-law and other breaches
 - f) A nominal amount of \$100 for paper, and ink which has been used to compile this case.

For further information about your rights and obligations in relation to this order please read NCAT's Rights and Obligations Guideline available on the NCAT website at www.ncat.nsw.gov.au

2. It was confirmed at the hearing that in effect the applicant was seeking the appointment of a compulsory strata managing agent, in accordance with section 237 of the Strata Schemes Management Act 2015 and on the basis that the strata scheme was not functioning satisfactorily.

3. The applicant appeared in person. Mr Michael Thompson and Mr Tyson Major from the managing agent Netstrata appeared for the Owners Corporation. All lot owners were notified of the hearing and there were no submissions made by any of the other lot owners. The applicant relied on a folder of documents which he provided on 27 April 2018 and the respondent relied on a folder of documents provided to the Tribunal on 22 May 2018. The applicant was seeking an adjournment of the matter on the basis that he had not had an opportunity to consider the respondent's documents because he had only received them two days earlier. He had previously asked for an adjournment on the same basis and the request was declined and he was on notice that the hearing would be proceeding. When asked why he had not looked at the documents since being advised that the hearing was proceeding, he advised that he had been packing for an overseas holiday was seeking an adjournment until after he returned from his holidays. The Tribunal advised the applicant that he could withdraw the claim and recommence a fresh application once he was ready and had returned from holidays. He declined that offer.

4. The request for the adjournment was denied on a number of grounds. The application was made on 9 November 2017. A formal hearing in the matter had been adjourned previously and it was the applicant who had not complied with the directions to provide documents. The applicants delay has resulted in the respondent not being able to comply with the directions. The applicant was required to provide his documents by 4 April 2018. He had not sought an extension of time and had provided his documents, without leave, three weeks late.

5. The applicant was given half an hour at the hearing to read and consider the documents, many of which he would have seen previously. He advised he had not read all the documents and was offered more time which he declined.

6. The applicant has been a former member of the executive committee. He alleges that over the course of two and a half years from 28 July 2015 until the present, the Owners Corporation has failed in a number of duties and has breached various sections under the Strata Schemes Management Act. He has made numerous allegations against the Strata Managing agent and the Strata Committee. For reasons of proportionality, the Tribunal does not propose to deal with each complaint individually in these reasons, it shall deal with the complaints more generally.

The Owners Corporation has failed to maintain and repair

7. The applicant alleges that the Owner Corporation had failed to maintain and repair the common property of the strata scheme, in particular the following:

- a) Failure to provide any proposals to expand the garbage area
- b) Significant delay in providing an architectural scope of the courtyard
- c) Significant delay in installing child window safety locks
- d) Failure to repair cracked concrete
- e) Significant delay in providing report to address waterproofing of courtyard
- f) Significant delay to repair down pipe. Only after the owner ceased paying his strata fee did anything happen
- g) Failure to provide sufficient notice to owners of change of entry codes
- h) Failure to repair fountain

For further information about your rights and obligations in relation to this order please read NCAT's Rights and Obligations Guideline available on the NCAT website at www.ncat.nsw.gov.au

- i) Failure to repair front step
- j) Significant delay in placing a simple lock on the garbage room to prevent homeless people rummaging through rubbish
- k) Failure to repair the hot water system leading to its failure
- l) Failure to adjust lighting schedule
- m) Failure to provide initial levy notices
- n) Failure to hold Mr Thompson accountable for not providing on site reports and regular site inspections.
- o) Failure to install soft close mechanism on side door
- p) Delay in installation of wheel clamping signs
- q) Delay in repairing Intercom
- r) Significant delay in repairing leak in unit 40

8. The respondent has addressed each of these items in their documents and provided explanations for delays. In particular, in relation to the courtyard works including the front step and the fountain, they explained that those items were not being repaired because they are part of a major renovation works for which special levies are being raised to complete. The applicant complained that in one instance wheel clamps had remained on a vehicle which had allegedly parked illegally for a period of two and a half weeks. However, it was the applicant himself who, without the authorisation of the Owners Corporation, had clamped the vehicle. He agreed that he himself would have been unable to unclamp the vehicle, but had not done so because by that point he had learnt he was not authorised to clamp the vehicle in the first place. It is trite for the applicant to complain that the Owners Corporation have breached their duties when he was the initial cause of the breach. He clamped the vehicle without authorisation. The applicant also included emails from two lot owners Mr [redacted] and Mr [redacted] as evidence of failure to repair. Neither of those lot owners appeared at the hearing. While there is some correspondence which would indicate there were some delay in repairs for these owners, however the documents of the respondent addresses that and the Tribunal is satisfied that the repairs were ultimately undertaken.

9. The Tribunal is satisfied while works are not always repaired immediately, the respondent has in its documents, generally attended to maintenance and repairs within a reasonable time and explained delays.

Strata Committee has failed in its duties

10. The applicant also alleges that the Strata Committee has failed in its duties. In particular the following:

- a) Failure to carry out their duties
- b) Failure to hold Mr Thompson accountable for the theft of wheel clamps
- c) Failure to enforce wheel clamping by-laws
- d) Failure to hold regular meetings as stated
- e) failure to take action against unauthorised minor works
- e) Failure to take unit 44 to Tribunal for continuously parking illegally

11. The applicant alleges that Mr Thompson was dishonest about the whereabouts of the wheel clamps and he stole them. Mr Thompson denies stealing the wheel clamps and there is no evidence that he stole the wheel clamps. The applicant also made a complaint to Fair Trading about the managing agent. No breaches were found. The Tribunal is not satisfied that the Strata Committee has failed in its duties. In relation to the alleged illegal parking by the tenants of unit 44, it appears from the applicants own evidence that the managing agent advised him that a notice to comply with by-laws had been issued. The Tribunal, having considered the response of the respondent to the complaints and the documents of the applicant, is not satisfied that the Strata Committee has failed in its obligations.

Decommissioning of the fountain

12. The applicant alleges that the strata managing agent decommissioned a fountain without authorisation of the Owners Corporation. The applicant provided the minutes in which the Owners Corporation have resolved to undertake renovation works to the courtyard and which will include removal of the fountain all together. On that basis they have not repaired the fountain as it will be demolished as part of the works. That is a reasonable approach and the applicant's complaint in relation to that matter is dismissed.

Accountability of Strata Managing Agent

13. The applicant also makes a series of allegation about the strata manager and accountability. He alleges that Mr Thompson has failed to provide evidence that a splitter was installed, however those invoices have been provided with the respondent documents. He also alleges that the strata manager has failed to disclose commissions and training services. A statement in regard to those items has been provided with the documents. The applicant also alleges that the strata managing agent has failed to allow inspection of documents. However the applicant admits that the strata manger nominated two times for the applicant to inspect the documents at his offices and he did not attend. The Tribunal finds no breach of the Act in relation to these or any of the other allegations relating to accountability.

Conclusion

Having considered all the evidence, the Tribunal does not find the breaches by the Owners Corporation, the Strata Managing Agent or the Strata Committee. While at times there may be some delay in repairs, the evidence does not demonstrate that the scheme is not functioning satisfactorily. The Tribunal dismisses the applicants claim in its entirety. The respondent is seeking costs and directions are also made in relation to submissions for the cost application

T Simon
Tribunal Member
28/05/18

This is as much a complaint as it is an appeal. My experience with NCAT has been extremely disappointing, and not one employee that I have dealt with has had any idea of what they are doing.

I am addressing some questions which I hope NCAT can answer me. I have highlighted and numbered each question in red to make it easy for NCAT to answer and me to know what the answer relates to. It will also make it easier for me to understand what led to this.

Considering my experience with NCAT to date, I don't have much faith in NCAT's review process. I have been in touch with a Current Affair as mentioned in my submission, to the disgust and anger of the Member who presided at the hearing. It was agreed that we would wait to hear NCAT's response before we proceed with the story.

Q1. Could NCAT please provide me with other avenues of complaint as it is obvious there are management issues at both NCAT and the Dept Fair Trading? These could include the Minister who oversees NCAT, an ombudsman, or other.

So, I would like to take you through my experience dealing with NCAT and the Department of Fair Trading, along with Netstrata and others. To say the least, it has been traumatic and distressing. After I read the Orders from the Hearing, I found it difficult to sleep. I had to take time off from work. I saw a doctor, and was prescribed sleeping pills to help me sleep. As an alternative, I drink myself to sleep. Hardly justice.

I have attached additional emails showing the dysfunctionality of the committee, along with last financial year's cleaning fees for the Plan.

Circa 20th November, I submitted an application form I completed at home, only to find out it was an old form and I needed to complete the new form. I did this with the help of a male staff member who was happy with my application form and consequently lodged it. In the application it was noted that the Respondent was the Strata manager, Mr Thompson. Along with my submission I provided a USB containing all the photos taken of issues around the building as noted in my submission, along with recordings of meetings and encounters with staff of Netstrata. The NCAT employee told me to keep the USB and bring it on the day. On the 10th April I sent an email to NCAT asking about showing the pictures on the USB at the hearing however I did not receive a reply from NCAT.

A Notice of Directions Hearing was set for the 20th December 2017.

On the 21st November 2017 NCAT requested a copy of the strata roll.

On the 23rd November I emailed the strata roll to NCAT and mentioned due to the difficulty in obtaining the strata roll, it would be easier if the strata manager provided these. When I tried to obtain the Strata Roll I was told by the Licensee Mr Bell, and Mr Thompson, and a third gentleman, that I am not entitled to the strata roll as I was not on the executive committee and due to privacy reasons, I could not be provided a copy of the roll. I have a recording of this which was provided initially to NCAT on the USB, and at the Hearing.

Q2. Is this correct not as I am not on the executive committee and due to privacy reasons, I am not privy to a copy of the strata roll?

On the 20th December 2017 at the Directions Hearing, an order was made for the hearing to be adjourned with a date to be fixed by the Registrar.

The respondent was changed to the Owners corporation SP and Network Strata Services Pty Ltd.

The Respondent did not attend as they were too busy.

Q3. Why was this not corrected by the staff member who initially helped me with my application form? Do they receive adequate training, or have the correct education for the job?

On the 3rd of January 2018 I received a Notice of Hearing that the date for the hearing was the 14th March 2018.

At the Hearing dated 14th March 2018 an Order was made to have the Hearing adjourned as I did not receive the Respondents reply to my submission, and the Respondent claimed they only received a copy of my summary I prepared. It seems odd that the Respondent claimed they only received my summary considering it was throughout the whole body of 800 approximate pages and was provided complete.

The Respondent claimed that they couriered their submission to me yet their office could not produce any evidence during the course of the hearing that I actually did receive it.

I was willing to proceed on the day as I just wanted to put an end to the matter however the Member chose to adjourn the meeting for the benefit of both parties. I also did not wish to take more time off work for this matter.

Member Eftimiou was very patient, understanding and FAIR in her dealings.

Present at the hearing for the Respondent from the Owners Corporation was; , and for the Applicant Mr , and Mr . They did ask if I would like them to come to the hearing however I declined their offer as I did not see the point in them taking time off work or away from their duties. I took the onus on myself to bring the matter to fruition.

The Respondent was changed one more time, to the Owners corporation SP , dropping Network Strata Services Pty Ltd, with a date for the Hearing to be fixed by the Registrar.

Q4. Why did the previous staff members not know who the Respondent should be, one of whom is a Member?

On the 29th March I emailed NCAT that I would be out of the country from 25th May 2018 to 12th June 2018 and to take this into consideration when setting a date for the Hearing.

On the 3rd of April 2018 I emailed NCAT that I require more time as I will not be able to complete my submission by the due date of 4th April 2018 in accordance with NCATs requirements. I also state that I hope to have it finished by the 9th April 2018. It was my understanding that if I advise NCAT prior to the submission date that I would be granted an extension.

As previously mentioned, on the 10th April 2018 I emailed NCAT asking about showing pictures on my laptop at the hearing however I did not receive a response from NCAT.

Q5. Why did NCAT not respond?

On the 16th April 2018 I received a Notice of Hearing that the Hearing date is 24th May 2018.

I still had not completed my submission or provided anything to NCAT, yet a date was now set, 1 day prior to my leaving the country.

I subsequently emailed NCAT that I have nearly finished compiling my submission and hope to finish in the next week or so.

I also phoned NCAT on the day and was advised that the date needed to be set due to procedure and should either the Respondent or I require more time we can simply request an extension. At this point, there was still sufficient time for me should the Respondent submit their response in a timely manner. Considering they already had my previous summary from the 14th March 2018 Hearing, they would already have had most of their responses completed.

On the 27th April 2018 I provided a copy of my submission to NCAT and the Respondent.

On the 22nd May 2018 I received the Respondents submission at approximately 5pm. I promptly email NCAT and request an adjournment as the hearing was in less than two days and it did not give me sufficient time to review their response. I was also packing for my overseas trip which was in a couple days which NCAT was aware of.

On the 24th May I receive a response from NCAT that my request for an adjournment was denied. There were NO REASONS WHY noted on the response.

Q6. Considering NCAT states that:

6. If a party requires an extension of time to comply with these directions, an application should be made in writing to the Registrar no later than the day prior to the date of submission of documents to the Tribunal, to which I did.

7. A failure by a party to provide documents in accordance with the tribunal orders may result in the party not being able to rely on the documents at the hearing, unless leave is granted to do so.

Q7. Does NCAT believe that denial of an extension was in the best interest of the Hearing, or FAIR considering the circumstances?

Section 7 could be taken in two ways, the first that due to the circumstances and as there was not sufficient time, one could not effectively rely on the documents, or that they would be not be admissible at the Hearing and therefore not able to rely upon.

On the 24th May 2018 I attended the Hearing to which Member Simon was presiding. The Member was rude, dismissive of everything I said, sighing, rolling her eyes, and turning uncomfortably in her chair every time I spoke. She made me feel very uneasy. She was a BULLY! She was NOT FAIR. And she was certainly NOT PROFESSIONAL.

Several times I felt like walking out of the proceeding. In the end I stopped bringing up any issues as I did not see any point. And at the HEARING, I actually stated to the member "I really don't feel there is any point". And I stopped going through any other issues. I didn't want to go through any more pain. It almost felt like she was enjoying tormenting me. It was one of the worst days of MY life!

To put this Appeal/Complaint to paper has been a laborious task. Each time I go to start, I have anxiety and sometimes I don't write anything at all. And I have never had anxiety before. I thank you for that, along with everything else.

Q8. Is the Members conduct and treatment of me conducive to upholding the highest standards of integrity, truthfulness, and honesty as stated in NCAT's Code of conduct?

On the 25 May 2018 I emailed NCAT c/o Member Simon, regarding her conduct and other issues as noted below.

Q9. Could NCAT advise me what are Member Simon's qualifications, experience, and what other complaints has she received?

I will now respond to Member Simon's Orders dated 28th May 2018. As I have wasted a significant amount of my time on this matter only to have it thrown in my face by the Member I will only be focusing on what was discussed at the hearing. Many issues were not raised as a result of the Member's BULLYING.

Q10. Will NCAT investigate these matters further and respond accordingly?

Furthermore, the time and effort the Member took in compiling her orders, half of which were a mishmash of my submission, is appalling. A 10 year old could have been more subjective and honest.

Point 3.

The Member states that I previously asked for an adjournment on the same basis.

Q11. Could NCAT please provide me with evidence as to how, when and on what basis did I request this previous adjournment?

At the hearing, the Member makes mention that she advised me that I could withdraw the claim and recommence a fresh application once I was ready and returned from holidays. As noted above, I just want this matter to finish. I had already taken enough leave from work. I didn't want to take any more. However, I don't take kindly to being mistreated. I have put in more than 100 hours collating emails and meeting notices, minutes of meeting notices and summarising 800 pages, indexing and numbering all of it. I have received photos, emails, and brokerage our strata plan was charged but never disclosed until recently. Once again, I just want this matter over.

Point 4.

As mentioned above, I had not received the Respondents Reply, however the Respondent claimed they only received a summary. The Member seemed to be ill-informed.

Q12. What does the Member mean when she stated 'without leave'?

Point 5.

The Member stated that I would have seen many of the documents previously. When would I have seen these documents? As mentioned before, I have never until the 22 May 2018 received any Reply documents from the Respondent.

I received the Respondents Reply at 5pm after work. This was two nights before I was to go overseas for 3 weeks, away from all this stress, not having packed a thing. Working up to the point of departure and still packing and waiting for a reply about my first request for an adjournment, I can tell you I did not have much time to read anything, let alone 231 pages of the Respondents submission, but also to formulate my reply. My submission alone was approximately 800 pages, and I had to familiarise myself with that also.

Q13. Does NCAT believe the denial for an adjournment was FAIR?

Part 6.

The Member does not wish to deal with each complaint individually as the Member would not be able to achieve her pre-determined outcome. The allegations are true and even happened at the Hearing administered by Member Simon. These are noted below.

Part 7.

Addressing each point separately:

a) Failure to provide any proposals to expand the garbage area.

I requested an architect to provide ideas on the expansion of the garbage room on page 29 of my submission. The Owners corporation claimed that he had already arranged two, and to date one has not been presented.

The Respondent on page 3 of their submission claimed the garbage area is part of the refurbishment/architectural scope. I have been through the architectural scope of works in my submission from page 322 – 332 and all I could see was the courtyard and front entrance. It has been almost 2.5 years since this was requested.

Q14. Could NCAT provide me with the page details of the expansion of garbage area as claimed by the Respondent?

Q15. Are these the actions of a functioning committee?

b) Significant delay in providing an Architectural scope of the courtyard

It was requested on the 4th November 2015, on page 221 of my submission, for an architectural scope of the courtyard and it took almost 2 years after it was requested before it was presented to the Owners corporation on page 352 of my submission.

Several times the Owners corporation requested to engage the services of an architect, on pages 29, 31, 32, 35, 36 of my submission.

Q16. Is that the working of a functioning committee?

c) Significant delay in installing child window safety locks.

It was requested at a meeting dated 2 March 2016 by the Respondent that locks be installed in all required units, and mine took almost 1.5 years to be installed on our premises, from page 41 of my submission.

Contrary to the Respondents claim, no other attempts have been made to install locks in our unit other than those noted in my submission.

d) Failure to repair cracked concrete.

On the 4th of November 2015 it was requested that a cracked concrete support beam be repaired, as noted on page 221 of my submission. It has almost been 3 years since it was requested to have it repaired, and still no action.

The Respondent did not provide a response in their submission.

e) Significant delay in providing report.

The report, from page 49 of my submission, was requested to be put out to tender, and it was provided to the Owners corporation almost 1 year for approval. This delay put a stop to the front step repair, garbage expansion, the fountain, and architectural scope and tied in with the courtyard. All items that were requested some time ago.

The Respondent did not dispute any dates within their submission, only providing a previous report from another strata manager. All that was required was to ask the engineers to update it.

Q17. is this delay acceptable to NCAT?

f) Significant delay to repair downpipe.

Mr requested for his downpipe to be repaired, and it took almost 6 months for it to be completed. Only after the owner ceased paying his strata fees did the downpipe get fixed, from page 85 in my submission.

At the Hearing the Respondent stated the delay was due to anchor points however it took almost 6 months to complete. The owner felt he wasn't getting any service so he stopped paying his strata fees. The leak was reported on the 29th March 2016, and the quote is dated 14th June 2016 which is two months after the issue was first raised, and then completed on 26th September 2016.

g) Failure to provide notice to the residents of change of codes to the entry of the building.

As you will see, from page 126 of my submission, no Notice was provided of the change of entry codes to the building. This was only done after the event leaving some residents unable to gain access. Some notice should have been given.

The Respondent claims on page 116 of their submission, that the technician proceeded prior to advising if works stated in email could be completed. However, on page 117 of the Respondent's submission it was requested to uniform the codes, which is what was apparently done according to the technician's office, on the same page.

h) Failure to repair fountain

On the 16th February 2016 I request for the fountain to be repaired, page 140 of my submission. No repairs are undertaken.

On the 9th June 2016 Mr requests for the fountain to be repaired, page 143 of my submission. Once again, no repairs are undertaken.

On the 3rd August 2016 Mr complains that the fountain still hasn't been repaired, only to be told it was being decommissioned, page 145 of my submission. The Owners corporation wasn't notified of this decision.

Q18. Is this a functioning committee?

On the 2nd of May it was requested to have it repaired, and to date the fountain has not worked and it has been nearly 2.5 years since it was originally requested.

The Respondent in their submission page 122 claimed that the fountain was working to early 2017. However the photos provided to NCAT on a USB and brought to the Hearing, and emailed to NCAT after the Hearing on the 25th May 2018 prove otherwise.

It must also be noted that this was brought to the attention of the Dept of Fair Trading and the Respondent's claim, on page 57 of my submission, that it was a recommendation of the contractor that the fountain be switched off whilst the repairs are occurring.

Firstly, there is nothing in the minutes stating this, and secondly, there was no mention of the repair of the fountain at the meeting. A recording of the meeting was supplied to NCAT initially, and was on my laptop at the hearing. This is a blatant lie, which the Member stated were part of my remarkable allegations and accusations at the Hearing.

In addition, at the Hearing the Respondent stated the fountain was maintained and kept going and it was determined to stop trying to fix it, which goes against the supposed recommendation of the contractor. He then stated that they sought direction from the committee and they decided to keep on repairing it. These are blatant lies. There is only one entry for repairs to the fountain in the Yr '2017, on page 341 of my submission. I provided photos to NCAT on a USB and brought to the Hearing which prove otherwise. I also have a recording of the meeting which was presented to NCAT initially and on my laptop at the Hearing.

Q19. So if they were repairing the fountain, why don't my photos reflect that, and where are the remaining fountain repair expenses in our strata plan expenses?

Q20. If the contractor recommended the decommissioning of the fountain, why did the Owners corporation supposedly continuously repair the fountain?

i) Failure to repair front steps

On the 4th November 2015 it was requested to repair the front step. It was almost 2.0 years before any scope of works to repair the front step was presented for approval to the Owners corporation, pages 220 and 352 of my submission. It was almost 1.5 years before it became part of the courtyard scope of works, as noted on page 318 of my submission, as no action had been taken. Also noted in the Respondent's submission on page 125.

The Respondent stated on page 126 of their submission, that approval on 4th November 2015 was not granted for the front step repair, yet no supporting evidence was provided. They also claimed of an attached quote for 23rd March 2016. There is no supporting evidence yet again. The quote attached on page 127 of their submission, was from 1st March 2017. The original request was in 4th November 2015.

Q21. Where is the quote from 2015 and 2016?

Q22. Are these the actions of a functioning committee?

j) Significant delay in placing a lock on the garbage area.

It took almost 2.5 years to have a lock placed on the garbage room. In the mean time garbage was strewn across the floor inside and out.

At the Hearing the Respondent stated that it was agreed and rectified at a meeting but what about before then?

At the Hearing the Respondent claimed the photo is outside the garbage room which was the issue. He claimed that once the bins are put outside, people then rummaged through the bins. I have photos inside the bin room which show otherwise. He also claims the delay was also due to the difficulty in putting on the lock. Very complex apparently.

The issue may have been resolved, however, for almost 2.5 years residents had to rummage through garbage on the floor on a weekly basis. As a result, the Plan's cleaning bill has increased significantly.

The Strata plan's cleaning fees over the years:

In Yr '15 our cleaning fees were \$9,919.17, for the Y '16 \$12,805.94 (on page 239 of my submission), for the Y '17, \$12,008.80, on 335 of my submission, and for the Y'18 our fees were \$16,119.63. In 3 years, our cleaning bill has increased by 63%. The cleaners told my wife the problems and that they need to charge us extra.

Q23. Are these the actions of a functioning committee?

k) Failure to repair the hot water system leading to its failure.

In the expenses for the strata plan page 242 of my submission, there is a call out fee for Central hot water failure dated 26th July 2016 and reported 22nd July 2016, however not for the report of the water leak dated 1st July 2016 which is the one in question.

The Respondent has an invoice, page 197 of their submission, for the issue reported of the hot water failure on the 22nd July 2016, however not for the reported water leak on the 1st July 2016. Consequently, the hot water system failed.

l) Failure to adjust lighting schedule.

The lights have not been reprogrammed to work appropriately for almost 1.5 years since it was reported to the Owners corporation at a meeting. The foyer lights work 24 hours a day which is a waste of owners' money, and lights at entrances where they are required don't work at all. For people's safety and convenience these lights should be on.

The Respondent has provided an invoice, page 203 of their submission, stating a light audit was carried out, yet there has been no change to the lighting situation since it was reported. In the expenses of the strata plan, page 336 of my submission, the expense is noted as rewired cabling to light contactor (20.3.2017). It does not state Light Audit which is what was requested. More Lies from the Respondent.

At the Hearing the Respondent direct the Member to pages 201 – 203 of their submission showing the work order and invoice and the Member laughs. It is on the recording I had to purchase from NCAT. Thank You!

Q24. Does NCAT feel that the resident's safety is not a concern of the Owners corporation and nor are the fact that some lights are on 24/7.

Q25. Does the Member leave all her lights on at home during the day and night?

m) Failure to provide initial levy notices.

You will see from page 353 in my submission, not only I but also other residents had issues with receiving their notices. Also, on page 238 of my submission, there are a significant number of owners who were also in arrears because they potentially did not get their initial notices, or the way they wanted.

On page 57 of my submission, Mr Bell, the Licensee of Netstrata, apparently stated that our scheme resolved that notices were to be delivered electronically.

Q26. Where and when was it resolved that notices for the strata scheme would be delivered electronically, and where is it noted in any of the minutes for our scheme?

All the respondent has provided on page 138 of their submission are copies of my invoices, no correspondence at all in their defence.

n) Failure to provide on site reports and regular site inspections.

None have been provided, and there are no reports on their website.

The secretary made reference to this and a number of important matters regarding no communication or ongoing management or repair from Netstrata, being the managing agent. He also stated that the committee are useless, and asked them if they are blind to the ongoing issues. He also writes that he has tried to rectify the issues but unfortunately had to resign as he has tried to improve the strata situation to no avail.

At the Hearing I brought it to the attention of the Member that the committee were emailed issues regarding the state of the building, and the managing agent. There was no response, other than take it up with them.

Q27. are these the actions of a functioning committee?

Q28. Did the Member take note of any of these emails in her prejudice or decision? She was brought to this section of my submission?

o) Failure to install soft close mechanism on side door.

A new soft close mechanism for the side door has never been installed as requested. It still slams when closes.

The Respondent has carried out work which was not to instruction, on page 165 of their submission, and wasted owners' money yet again.

p) Delay in installing wheel clamping signs

It took nearly half a year to have the signs installed and I had to pester constantly to have it done in that time frame.

The Respondent did not reply.

q) Delay in repairing intercom in U40

The issue here is that the Owners corporation claimed that the two-week delay was due to parts, on page 529 of my submission. However, the tenant stated that he spoke with the receptionist and the workman, and they were only notified one day prior to it being fixed. The Respondent had been lying, pages 528 and 531 of my submission.

The invoice on page 169 of the Respondents submission, is dated 17th May 2018 which corresponds to the resident's email. Also, the invoice is simply for reprogramming of the system, as it seemed to be across the scheme. No parts were needed for the repair as stated by the Owners corporation.

The Member stated that it doesn't seem like someone (Respondent) who isn't responding yet the Owners corporation only made the call to repair the intercom 3 weeks later after they were notified, and misled the resident that the delay was due to looking for parts.

Q29. Does the Member believe this is appropriate behaviour by a strata manager?

Q30. How are owners and residents meant to believe in the Owners corporation?

r) Significant delay in repairing leak in U40

The initial repairs to U40 roof were just as expensive as the second time round so why wasn't the more effective method undertaken? Once again, we are paying for decisions of a Dysfunctional committee. The management of the issue resulted in mould which can be lethal.

Q31. Does NCAT believe instructing these sorts of repairs are in the benefit of residents and the scheme?

The Respondent claimed on page 177 of their submission, that they were notified by the owner in October 2016. Yet the owner, on page 536 of my submission, stated that back on 6th April 2016 he emailed (which he attached). The Respondent did not provide a copy of the owner's email in their submission, or any other evidence to support their claim of when they were initially notified of the leak.

Part 8.

The Member noted the wheel clamping of vehicles however at the Hearing she seemed to focus on me wheel clamping a vehicle, in accordance with our by-laws page 661 in my submission, as opposed to the fact that the Owners corporation did not remove the wheel clamp.

Q32. Were my actions being questioned or the Respondents?

On the 13th July 2016, page 647 of my submission, Mr Thompson asked the committee members if any of them could remove a wheel clamp as he had meetings. Nobody else could so the vehicle was left wheel clamped for weeks after the Owners corporation agreed to remove it.

At the Hearing, the Member was more concerned that I wheel clamped a vehicle after I resigned from the committee, not that the Respondent left the car clamped for weeks?

The Respondent stated that he has told the committee that it is illegal to wheel clamp which I'm sure there is no evidence. Yet on page 464 of my submission the Secretary states to Mr Thompson that we have a by-law for wheel camping and if he is aware, to which Mr Thompson responds 'yes'.

Q33. Could NCAT please comment on the reasoning behind the Members behaviour?

Q34. Does a functioning Owners corporation leave a wheel clamp on for weeks?

Residents continuously park illegally in the visitor's parking, sometimes as many as 4 per day, yet the Owners corporation has taken no action. I provided photos to NCAT on a USB and at the Hearing on my lap top.

Q35. Is the Owners corporation meeting its obligations?

The respondent did not reply in their submission

Part 8. And Part 9.

The Member did not note the numerous items requested that Owners corporation that have not been attended to as mentioned above, and below.

Q36. Does the Member or NCAT believe it is acceptable to have items completed 1.5, 2 or 2.5 years later for no reason?

Q37. What does the Member believe is a reasonable time frame as she does not note it in her Orders?

Part 10.

The Strata Committee has failed in their duties:

a) Failure to carry out their duties

as noted above, and below

b) Failure to hold Mr Thompson accountable for the theft of wheel clamps

The wheel clamps were in the care of Mr Thompson, and they have never been accounted for? Why?

c) Failure to enforce wheel clamping by-laws;

- Numerous cars park daily in the visitor's parking, week on week.
- The Owners corporation has failed to take action against residents' parking illegally in the visitor's parking. I provided photos to NCAT on a USB and at the Hearing on my lap top.

d) Failure to hold regular meetings

As noted on page 439 of my submission.

Failure to take action against unauthorised minor works

The Member disagreed with me that plans should have been provided however I thought the Owners corporation is bound by, the Act, which states:

Strata Schemes Management Act 2015 No 50 [NSW]

Part 6 Property management

110 Minor renovations by owners

(1) The owner of a lot in a strata scheme may carry out work for the purposes of minor renovations to common property in connection with the owner's lot with the approval of the owner's corporation given by resolution at a general meeting. A special resolution authorising the work is not required.

(2) The approval may be subject to reasonable conditions imposed by the owners corporation and cannot be unreasonably withheld by the owner's corporation.

(3) Minor renovations include but are not limited to work for the purposes of the following:

(a) renovating a kitchen,

(b) changing recessed light fittings,

(c) installing or replacing wood or other hard floors,

(d) installing or replacing wiring or cabling or power or access points,

(e) work involving reconfiguring walls,

(f) any other work prescribed by the regulations for the purposes of this subsection.

(4) Before obtaining the approval of the owner's corporation, an owner of a lot must give written notice of proposed minor renovations to the owner's corporation, including the following:

- (a) details of the work, including copies of any plans,
- (b) duration and times of the work,
- (c) details of the persons carrying out the work, including qualifications to carry out the work,
- (d) arrangements to manage any resulting rubbish or debris.

On Page 459 of my submission Mr Thompson agreed with the Secretary that prevention is better than cure and states 'Lot 11 was replacing their kitchen and not modifying common property'. This seems like a renovation to me.

Q38. Shouldn't plans have been provided to the Owners corporation?

e) Failure to take U44 to Tribunal for continuously parking illegally

The Owners corporation has failed to take action against residents parking illegally in the visitors parking. I provided photos to NCAT on a USB and at the Hearing on my lap top.

On page 207 of the Respondent's submission, they have written that no resolution was passed by the strata committee nor the owners corporation to initiate Tribunal action against U44, yet on page 556 of my submission the Respondent has actually stated he was taking them to the Tribunal. He later advised against it as there was no point.

The respondent did not provide evidence of the notice to comply which they claim to have issued, on page 581 of my submission.

Part 11.

The Member noted the removal of Owners corporation property, being wheel clamps. These were applied according to the Strata Plan By-Laws which is on page 665 of my submission. Mr Thompson, the managing agent, agreed to abide to these By-Laws on page 657 of my submission.

At the October 2017 AGM Mr asked Mr Thompson where are our wheel clamps? And Mr Thompson denied any knowledge of their removal or their whereabouts. Later that night, when asked again, he denied any knowledge of their removal, and even suggested someone may have cut them off.

Yet when the Police finally question Mr Thompson, page 623 of my submission, he admitted to having removed one, the BMW which happened to be wheel clamped for weeks already, but not the other, a Corolla. These two vehicles wheel became clamped at the same time. And they both had their clamps removed the day after the owner of the Corolla had her wheel clamped. She obviously phoned the strata manager as per the notice left on her wind screen, and he agreed to have it removed.

The owner of the Corolla stated, on page 624 of my submission, they believe a locksmith removed the wheel clamps however they never saw or spoke to the locksmith. Mr Thompson organised their removal.

I do not believe that the Owners corporation has been reimbursed for the loss of the wheel clamps whilst they were under Mr Thompson's care.

Q39. What alternate illegal parking curbing measures has the Owners corporation enforced?

Q40. The Member mentions U44, however there have been hundreds of breaches over the years since the wheel clamps disappeared?

Point 12.

In regards to the fountain, the Member seemed to dismiss the period from when the breakdown of the fountain was first brought to the attention to the Owners corporation on the 16th February 2016, page 140 of my submission, to when any architectural plans of the courtyard which contain the fountain, were even presented let alone decided upon. The plans were presented at the AGM on the 20th September 2017. That is 244 days since it was first reported. Let alone to date which is 2.5 years, and still no works have started.

If you look at the Strata plan expenditure for previous years there are no repeated repairs as stated by the Respondent at the Hearing.

There is a payment of \$640 for Investigate Fountain Pump issues and rectify, in the expenses of the Strata plan, on page 341 of my submission yet the fountain still doesn't work.

Q41. What did the Owners corporation pay for and receive, for its \$640?

Q42. On what basis did the Owners corporation not repair the fountain initially? and:

Q43. Why did the member not take the period of notice to the Owners corporation the 244 days in dismissing the matter?

Point 13.

The Member stated that the Respondent has provided invoices in their documents for the installation of a splitter, however in the Respondents submission, from pages 2011 – 2013 no invoices are for the installation of a splitter.

On page 242 of my submission there are charges for 'Replace amplifier and Retest system' dated 11th April 2016 which corresponds to the TV repair, and Supplied and installed a standard outlet plate in Unit 2. Neither of these state 'Installing a splitter'.

Q44. Could NCAT please provide me details of where the Member is referring to and the invoice?

The Member stated that the Respondent has disclosed the commissions and training services of Netstrata, on page 216 of their submission, which states NOTHING.

If you care to look at page 176 of my submission you will see an invoice to OUR strata plan with total BROKERAGE of \$6,600. Over THREE years that is almost \$20,000.

The invoice was emailed to me by a concerned owner. He offered to come to the hearing however I declined as with the others.

At the Hearing the Member was quite infuriated that I did not opt to drive in my car in peak hour traffic to the Strata managers office to obtain a copy of the brokerage. Yet it was not appropriate to request that it to be provided electronically, just like they claimed the Owners corporation agreed to in their statement to the Dept of fair Trading, on page 57 of my submission.

At the Hearing I ask for evidence that the brokerage the secretary requested was provided to the Owners corporation and the Member stated that he is not here and obviously he isn't concerned about it, yet I have emails as mentioned that he is concerned just unable to do anything because the committee is DYSFUNCTIONAL. The Member also stated that it is about me, not him and my question is irrelevant.

I asked if the Respondent had proof that it was provided, and the Member blew up.

If the committee does not know that we are being charged exuberant brokerage fees, to any normal person this would be of concern, but not for the Member apparently.

Q45. Does NCAT share the Members view on this?

The Member stated that according to section 60 Disclosure of the Respondent in their submission, "that there are NONE". And the Respondent replied "CORRECT". The Member then said that "I wouldn't have seen anything", and the Respondent replied "NO". The Respondent did however disclose that they SIS is a subsidiary of Netstrata. More LIES from the Respondent, and this time STRAIGHT at the Member. Yet the Member stated that I have made some pretty remarkable accusations and claims.

Q46. Did the Member even bother to see that the Respondent charged the Owners corporation \$6,600 in brokerage on page 176 of my submission.

Once again, over the three years this would equal almost \$20,000 without the knowledge of the Owners corporation.

Q47. Are these the actions of a competent functioning owners corporation?

Q48. In the first year, other than the wheel clamp signs being installed, could NCAT tell me what other items requested at the MEETING dated 4th November 2015 were actually completed.

Q49. And is that the sign of a functional committee?

THE HEARING

Other issues to note:

The Member stated that I had sufficient time to go through the Respondent's submission however I may have had a few sleepless nights. Considering it is the Member's job to familiarise herself with both submissions, it is obvious she did not.

The Member asks me 'What are the orders I am seeking and on what legal basis? The Member knows why we are here. There is no need to belittle and bully people.

The Member stated that I must prove the Owners corporation had breached the act, which was explained previously. And later the Member asked me to prove that it is a dysfunctional committee, in law?

Q50. How is one to do that?

The Member stated that she's looked through the documents and they are nothing remarkable. And nothing that I wouldn't have seen before. The Member mentioned this later again. At that Hearing

was the first time I had the opportunity to review their submission, and the first that I had ever received from them. Therefore, no, there were many I hadn't seen before.

Q51. What does the Member know about what documents I have or haven't seen?

At the Hearing the Member stated that I had two days' notice that the meeting isn't adjourned, yet I only received an email from NCAT on Wednesday, 23 May 2018, 2:45:30 pm AEST, ccdsydney@ncat.nsw.gov.au <ccdsydney@ncat.nsw.gov.au> wrote:

Dear

RE: File Number SC [REDACTED] |

Please find attached correspondence relating to the above-mentioned matter.

It is important that you review this material immediately.

stating that the Hearing is proceeding.

Someone really has to question the ability of the Member to fulfil her duty as a Member.

Q52. Considering, I work full time and was packing for my overseas holiday, does it seem fair to hold the proceedings?

The Member asked whether I wished to withdraw my application and later make a new application, I refused. Once again, I took time off work, it was time consuming and stressful putting my submission together. I just want someone to hear me and do the right thing.

The Member seemed to believe that as there were no other applicants or people present with me that nobody else had any issues with the Owners corporation.

Q53. Do people have to be there for my submission to have any relevance?

I showed the Member a Private email from product review, and that they had also taken The Respondent to the Dept Fair Trading and he lied. She dismissed it of course.

I mentioned that private car park storage was an issue and nothing had been done, yet I'm sure it is a breach of the by-laws.

Q54. So has Netstrata reimbursed the Owners corporation for having misplaced our property?

Earlier the Member stated that only evidence that will be admitted is that which has been admitted in paper to date. However, the Respondent stated that the Owners were so happy with the Strata managers performance that at the AGM held on 16th October 2016, 15 voted in favour for renewing their contract, and 1 against. The Member asked if the Respondent could show her evidence he could not. Yet the Member allowed and HARPS on the issue for a significant amount of time. She repeated the number even though she hasn't been shown any evidence. And when I replied that only 2 people attended the last AGM, the Member asked me why I am repeating myself. The Member then went on to repeat it again. I was too frightened to repeat "and only 2 attended the last AGM". People were fed up with everything and just gave up. There is no point attending as nothing gets done.

The Member was only interested in the Respondents statement

Q55. is this FAIR by the Member?

Q56. Is it BIAS by the Member?

Q57. Is this professional behaviour by the Member? And why is the fact that at the last AGM only 2 people attended not a sign of a dysfunctional committee?

Q58. Did the member spend even 5 minutes looking through my submission?

Based on the facts above, I would like to know what action, if any, will be taken against the Member? I would appreciate for this matter to be treated with respect unlike I have been thus far. I await on your timely response.

Motion 16.

Architectural Scope **RESOLVED** by special resolution* pursuant to Section 108 of the Strata Schemes Management Act 2015, that the Owners Corporation confirm and put into effect (tender), the Building Design Proposal submitted by _____ of _____ Architects as per the annexed documents of the meeting notice along with the below summary, but not limited too;

1. To move the current external garage shutter to the be adjacent to Street and therefore further enclose the strata scheme and garbage room.
2. To convert the decommissioned exhaust stack on top of the garbage room to a room with a garbage chute system - therefore accessible from the courtyard level. (requires further investigation as ducting was found within the stack)
3. To utilise the courtyard space by constructing 'dividers' and placing seating.
4. To replace the current tiling with a raised paver therefore not penetrating into the new waterproof membrane.
5. To change the entrance of each block's canopy to an updated version shown in the proposal.
6. To move the letterboxes inside the security doors.
7. To place glass panelling/screening to seperate the main entry walkway from the garage.
8. To replace the current main entry awning to the updated version shown in the proposal.

Vote: 100% in favour

Notes: This design work is to complement the approved waterproofing/defect work (special levy) that is scheduled for March 2018.

Closure:

The meeting closed at 08:08 PM



Mr Michael Thompson
Chairperson

**Proposed date for
next Annual General
Meeting:**

15/09/2018

ANNUAL REPORT FROM STRATA MANAGER

Functions Performed Under Delegated Authority

Section 55 of the Strata Schemes Management Act 2015 obligates all strata managers to provide a report at least once a year outlining the functions performed under the delegated authority granted by the Owners Corporation to the agent. A complete copy of the report and all matters dealt with can be found at your Owners Portal at www.netstrata.com.au. A summary of the major events for Strata Plan No: the 12 month period ending 28-FEB is as follows;

Time Recorded:	148:41 Hours
No. of Entries	2243
Emails Registered:	1335
Work Orders Issued:	60
Documents Registered:	2174
Invoices Processed:	155

Privacy of information:

Owners should be aware that all correspondence, including letters, facsimile transmissions and emails are retained on the file of the Owners Corporation. Whilst personal information such as phone numbers, addresses and email addresses will not be maintained on the Strata Roll, all correspondence must be made available during a Section 183 Inspection and may be viewed by other lot owners and prospective purchasers to the scheme.

In regards to the privacy of your information; Netstrata is required by law to protect the privacy of your personal information under the National Privacy Principles. This statement is an abbreviated version of our Privacy Statement; the complete text is published on our website www.netstrata.com.au; go to the 'Privacy' page. Alternatively you can request a copy from us by email, post or fax. Briefly we gather and maintain personal information about you on behalf of your scheme of which we are the appointed managers. The legislation from which the National Privacy Principles have been derived largely supersedes sections of the Strata Schemes Management Act 2015 that previously permitted access to this information by third parties. Notwithstanding this, some of your personal information may be still be accessed by certain third parties in particular circumstances, for example to tradespersons during an emergency.

Other than the above, we will not disclose your personal information without your consent unless disclosure is either necessary to prevent an unreasonable threat to safety, damage to property, authorised or required by law, reasonably necessary to enforce the law or necessary to investigate a suspected unlawful activity.

Report Pursuant to Section 60

Netstrata discloses that it has commercial arrangements with suppliers that may also provide services to your scheme including Accountants and Brokers. Whilst we use and recommend these providers we DO NOT receive any rebate, discount or commission for providing this recommendation.

Netstrata discloses that its Strata Managers and Administrative staff receive training services from industry bodies and suppliers that may provide services to your scheme including but not limited to Strata Community Australia, lawyers and .

The agent discloses that it has commercial arrangements with Services and Services. Where these services are used and a referral fee is received, it will be disclosed and approved via this report.

Netstrata discloses that it is an authorised representative of Brokers, , and . When insurances for your scheme are arranged through these entities our office receives a share of the brokerage charged, which last year was \$0.00. It is expected that this brokerage will be \$0.00 next year. The Brokerage received funds the administrative requirements for placing insurances and processing insurance claims on behalf of your scheme including providing 3 quotations, researching and providing a complete claims history and providing the insurer with other relevant information that is required to be disclosed as part of the renewal process. Where the brokerage is not received a fee for service will be applied.

Netstrata discloses that Strata Insurance Services Pty Ltd (A.F.S. License 457333) and WinFire Pty Ltd are wholly owned subsidiaries of the agent. When insurances are placed on behalf of your scheme all brokerage charged is retained by the subsidiary, not the agent. Strata Insurance Services Pty Ltd DOES NOT receive commissions for arranging insurance cover on behalf of your Owners Corporation. In the event WinFire Pty Ltd is engaged to undertake Fire or Window lock inspections, these fees and charges are detailed in the financial reports for your Owners Corporation.



ACN: 167 214 182
ABN: 14 167 214 182
AFS License: 457 333

TAX INVOICE

Date: 17/11/2017

Our Reference: SP

Invoice Number:

INSURED: The Owners - Strata Plan No:

ADDRESS: C/- Netstrata
298 Railway Pde
CARLTON NSW 2218

INSURED WITH: Strata Unit Underwriters on behalf of Insurance Australia Limited

INSURANCE CLASS: Strata Residential

PERIOD OF COVER: From: 30/11/2017
To: 30/11/2018

COVERING:

YOUR CONTACT: Tracy Stockton

DEBITED TO:

The Owners - Strata Plan No:
C/- Netstrata
298 Railway Pde
CARLTON NSW 2218

Base Premium:	\$9,887.28
FIRE/SES Levy:*	\$1,462.65
GST:	\$1,134.99
Stamp Duty:	\$1,116.08
Insurers Administration Fee:	\$150.00
GST Administration Fee:	\$15.00
Brokerage:	\$6,000.00
GST Brokerage:	\$600.00
Strata Manager Commission:	\$0.00

TOTAL DUE:	\$20,366.00
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Broker Commission (Included in Total)	\$0.00
GST on Broker Commission	\$0.00

Please forward your Remittance within 14 Days to ensure continuity of cover.

Remittance Advice

Client:	Our Reference: SP	Invoice No:	Amount:
The Owners - Strata Plan No:			\$20,366.00

Please return this advice together with your payment to:

Strata Insurance Services Pty Ltd
PO Box 265, HURSTVILLE BC 1481

BSB: 182-222
Account Number: 303392872

Sydney | Newcastle | Wollongong



23 March 2015

Strata Insurance Services
296 Railway Pde
CARLTON NSW 2218

Dear Danielle,

SP

This letter serves to advise the appointment of Strata Insurance Services as insurance broker for the above strata scheme; and an authority to obtain information relating to insurance policies concerned.

Please ensure that any due premiums have been paid, and that a certificate of currency is provided in due course.

Yours faithfully
NETSTRATA

A handwritten signature in black ink, appearing to read 'Stephen Brell'.

Stephen Brell
Managing Director | Direct Dial: 8567 6405 | Email: stephen@netstrata.com.au

Strata Managing Agents for the Owners of Strata Plan



Sydney: PO Box 265, Hurstville NSW 1481
Newcastle: PO Box 2194, Dangar NSW 2309
Wollongong: PO Box 268, Wollongong NSW 2520

www.netstrata.com.au
Tel: 1300 NETSTRATA
Fax: 1300 644 402

Head Office: 298 Railway Parade
Carlton NSW 2218

Netstrata Pty Limited (A.C.N. 128 855 489) is a wholly owned subsidiary of Network Strata Services Pty Limited (A.C.N. 064 030 024)

296 Railway Parade, Carlton NSW 2218
PO Box 265, Hurstville BC NSW 1481
Tel: (02) 8567 6430 Fax (02) 9588 4644
Email: danielle@stratais.com.au



ACN 167 214 182
ABN 14 167 214 182
AFS Licence 457333

TAX INVOICE

Date: 12/02/2016

Our Reference: SP

Invoice Number:

INSURED:

The Owners - Strata Plan No:

ADDRESS:

C/- Netstrata
298 Railway Pde
CARLTON NSW 2218

INSURED WITH:

Longitude Insurance on behalf of AAI Limited trading as Vero Insurance

INSURER REF:

INSURANCE CLASS:

Strata Residential

PERIOD OF COVER:

From: 15/02/2016
To: 28/02/2017

COVERING:

YOUR CONTACT:

Tracy Stockton

DEBITED TO:

The Owners - Strata Plan No:

C/- Netstrata
298 Railway Pde
CARLTON NSW 2218

Base Premium:	\$16,605.88
FIRE/SES Levy:*	\$2,381.16
GST:	\$1,898.70
Stamp Duty:	\$1,845.46
Insurers Administration Fee:	\$155.00
GST Administration Fee:	\$15.50
Brokerage:	\$5,000.00
GST Brokerage:	\$500.00
Strata Manager Commission:	\$0.00

TOTAL DUE:	\$28,401.70
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Broker Commission (Included in Total)	\$0.00
GST on Broker Commission	\$0.00

Please forward your Remittance within 14 Days to ensure continuity of cover.

Remittance Advice

Client:	Our Reference: SP	Invoice No:	Amount:
The Owners - Strata Plan No:			\$28,401.70

Please return this advice together with your payment to:

Strata Insurance Services Pty Ltd
PO Box 265, HURSTVILLE BC 1481

BSB: 182-222
Account Number: 303392872

296 Railway Parade CARLTON NSW 2216

Tel No. (02) 8566 8100
Email: info@stratais.com.au



ACN: 167 214 182
ABN: 14 167 214 182
AFS License: 457 333

TAX INVOICE

Date: 26/02/2019

Our Reference: SP

Invoice Number:

INSURED: The Owners - Strata Plan No:

ADDRESS: C/- Netstrata
298 Railway Pde
CARLTON NSW 2218

INSURED WITH: Strata Unit Underwriters on behalf of Insurance Australia Limited

INSURANCE CLASS: Strata Residential

PERIOD OF COVER: From: 28/02/2019
To: 28/02/2020

COVERING:

YOUR CONTACT: Tracy Stockton

DEBITED TO:

The Owners - Strata Plan No:
C/- Netstrata
298 Railway Pde
CARLTON NSW 2218

Base Premium:	\$25,419.16
FIRE/SES Levy:*	\$1,968.58
GST:	\$2,738.78
Stamp Duty:	\$2,690.97
Insurers Administration Fee:	\$200.00
GST Administration Fee:	\$20.00
Brokerage:	\$9,000.00
GST Brokerage:	\$900.00
Strata Manager Commission:	\$0.00
TOTAL DUE:	\$42,937.49

Broker Commission (Included in Total)	\$0.00
GST on Broker Commission	\$0.00

Please forward your Remittance within 14 Days to ensure continuity of cover.

Remittance Advice

Client:	Our Reference:	Invoice No:	Amount:
The Owners - Strata Plan No:			\$42,937.49

Please return this advice together with your payment to:

Strata Insurance Services Pty Ltd
PO Box 265, HURSTVILLE BC 1481

BSB: 182-222
Account Number: 303392872

Section 55 of the Strata Schemes Management Act 2015 obligates all strata managers to provide a report at least once a year outlining the functions performed under the delegated authority granted by the Owners Corporation to the agent. A complete copy of the report and all matters dealt with can be found at your Owners Portal at www.netstrata.com.au. A summary of the major events for Strata Plan No: _____ the 12 month period ending 28-FEB is as follows:

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In regards to the privacy of your information; Netstrata is required by law to protect the privacy of your personal information under the National Privacy Principles. This statement is an abbreviated version of our Privacy Statement; the complete text is published on our website www.netstrata.com.au; go to the 'Privacy' page. Alternatively you can request a copy from us by email, post or fax. Briefly we gather and maintain personal information about you on behalf of your scheme of which we are the appointed managers. The legislation from which the National Privacy Principles have been derived largely supersedes sections of the Strata Schemes Management Act 2015 that previously permitted access to this information by third parties. Notwithstanding this, some of your personal information may be still be accessed by certain third parties in particular circumstances, for example to tradespersons during an emergency.

Other than the above, we will not disclose your personal information without your consent unless disclosure is either necessary to prevent an unreasonable threat to safety, damage to property, authorised or required by law, reasonably necessary to enforce the law or necessary to investigate a suspected unlawful activity.

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Netstrata discloses that its Strata Managers and Administrative staff receive training services from industry bodies and suppliers that may provide services to your scheme including but not limited to Strata Community Australia, Lawyers, lawyers and .

The agent discloses that it has commercial arrangements with _____ Services, _____ Services and _____ Services. Where these services are used and a referral fee is received, it will be disclosed and approved via this report.

Netstrata discloses that it is an authorised representative of Brokers, , and . When insurances for your scheme are arranged through these entities our office receives a share of the brokerage charged, which last year was \$0.00. It is expected that this brokerage will be \$0.00 next year. The Brokerage received funds the administrative requirements for placing insurances and processing insurance claims on behalf of your scheme including providing 3 quotations, researching and providing a complete claims history and providing the insurer with other relevant information that is required to be disclosed as part of the renewal process. Where the brokerage is not received a fee for service will be applied.

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From:
Sent: Thursday, 18 April 2019 3:21 PM
To: Dianne Copping <dianne.copping@netstrata.com.au>
Cc: Admin Mailbox <admin@netstrata.com.au>
Subject: Request for Documents for Strata plan

Hi Dianne,

Lovely to meet you the other night. It's good to know my properties are being managed by GOOD HONEST people.

Further to the AGM dated 15th April 2019, i am requesting a copy of the strata roll and all tax invoices regarding the insurances put in place by Netstrata and/or Strata Insurance Services PTY LTD, including the breakdown of all related expenses.

Thank You

RE: Request for Documents for Strata plan

From: Dianne Copping (dianne.copping@netstrata.com.au)

To:

Date: Thursday, 18 April 2019, 4:41 pm AEST

Dear ,

Thank you for your email and I hope my answer finds you well.

We note that the allegations made by yourself at the meeting were defamatory. I have escalated the matter with our directors as I have become aware of the matter in your other strata scheme- S P and the previous NCAT which was dismissed.

Please clearly read our strata management agreement and the minutes of the last Annual General Meeting, 15th April 2019, under Motion 19- Strata Manager Report whereby we openly disclose the 3rd Party Commissions, however it is not paid to the agent.

Should your allegations continue, we will seek legal action on the matter.

Regards,



Dianne Copping | Strata Manager
Netstrata Office: (02) 8567 6400 Direct: (02) 8567 6415

After Hours Emergency: 1300 663 760

www.netstrata.com.au



Netstrata Blog

Netstrata / Industry News / Stephen Brell elected to SCA Board

Stephen Brell elected to SCA Board

NOVEMBER 10, 2017 | INDUSTRY NEWS

As the newly elected Director of Strata Community Australia, NSW, Netstrata's Managing Director, Stephen Brell hopes to make a difference to the industry and to strata living.

"It's my intention to increase the public profile of SCA and also to increase the education and professionalism of managing agents," said Stephen.

"The SCA is the peak strata body representing managing agents, suppliers and owners that work and live in strata schemes nationally."



"By 2030 there will mostly likely be MORE Australians living and working in strata title properties than traditional free standing dwellings"

Stephen began his strata career with Netstrata 20 years ago – in fact he was Netstrata's first employee. He had previously worked in real estate as a property manager and sales agent.

Given his background and experience it was a logical step to pursue a position on the 2018 Board of SCA. Members voted in his favour at the AGM on October 20.

Stephen believes the ingredients that make a great strata manager include having excellent people skills and problem solving skills with a customer service approach.

"At Netstrata, we're focused on customer service, providing owners with direct access to their strata manager. Our managers are responsible for all aspects of management including financial, maintenance and administration; this means they're completely aware of the issues affecting their client's schemes rather than having these tasks performed by a different department or entity," he said.

"We also use technology and software as much as possible to provide owners with access to information."

According to Stephen, it's technology that will continue to have an even more significant impact on strata living – particularly access to information for strata owners as well as the conduct of meetings, online attendance and electronic voting. Stephen hopes this will make the decision making process more inclusionary and efficient.

"Technologies such as solar panels, electric batteries and charging stations will also provide Owners Corporations with viable options not only to reduce their energy costs and carbon footprints, but perhaps even become suppliers of electricity to the individual residents within their client schemes."

Stephen is proud that his team have managed some strata properties since the inception of the business – more than 21 years ago.

"My advice to managers is to build relationships with the suppliers to the scheme. Understand the services they provide whether it's cleaning, maintenance or management," he said.

"It's also important to understand strata levies. When they're used properly, they are an investment in the maintenance of the building and should not be seen as a 'tax' or 'impost' but rather an investment contribution to the future value and saleability of the property."

As a parting comment, Stephen said that by 2030 there will mostly likely be more Australians living and working in strata title properties than traditional free standing dwellings – so the future of the industry is bright.

"It's an emerging profession that is virtually recession proof, resistant to threats such as 'off-shoring' or disruptors such as Uber. It's suitable for anyone of any age, regardless of whether you're a school-leaver or approaching retirement. It can be a rewarding career both financially and intellectually and I'd recommend it to anyone that likes a challenge, has good problem solving skills as well as people skills."



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5.8.7 Requiring motions to be accompanied by an explanatory note and to identify the person who submitted the motion

Yes, it is good governance that non-procedural motions be accompanied by a short optional explanatory note as well as identifying the person who submitted the motion. The explanatory note could contain relevant information such as: an explanation, justification, and costing (if applicable) to assist with the decision-making by non-attending owners. Further, the person submitting the motion should be obliged to speak to the motion.

5.8.8 Prohibiting or requiring the disclosure of commissions

Yes, this is currently required by legislation and is also good governance to disclose commissions.

5.8.9 Imposing further restrictions on the length of contracts associated with schemes

The length of contract terms should be appropriate and commensurate with the service contracted. However, consideration should be given to reducing contract terms, as such measures may increase the competitiveness of the contracting party. Roll-over provisions should remain but for a shortened term.

Owners must be mindful of the pending expiry of the initial term so they can take advantage of the clauses for termination.

Recommendation(s):

53. SCA (NSW) recommends that a contracts registry should accompany general meeting papers.

5.8.10 Streamlining the levels of consent required to make decisions

Yes, please refer to the answer immediately below.

5.8.11 Providing greater clarity over who can make what decisions in schemes

The hierarchy of decision making powers of the owners' corporation v executive committee must remain.

The SSMA Schedule 2 cl. 34(g) and 34A currently require for a motion to be placed on the agenda of a general meeting to determine if decisions are to be made only by the owners' corporation (thus limiting the powers of the executive committee). These are effective if the manager utilises the motion effectively.

ANNUAL REPORT FROM STRATA MANAGER

Functions Performed Under Delegated Authority

Section 55 of the Strata Schemes Management Act 2015 obligates all strata managers to provide a report at least once a year outlining the functions performed under the delegated authority granted by the Owners Corporation to the agent. A complete copy of the report and all matters dealt with can be found at your Owners Portal at www.netstrata.com.au. A summary of the major events for Strata Plan No: the 12 month period ending 28-FEB is as follows;

Time Recorded:	148:41 Hours
No. of Entries	2243
Emails Registered:	1335
Work Orders Issued:	60
Documents Registered:	2174
Invoices Processed:	155

Privacy of information:

Owners should be aware that all correspondence, including letters, facsimile transmissions and emails are retained on the file of the Owners Corporation. Whilst personal information such as phone numbers, addresses and email addresses will not be maintained on the Strata Roll, all correspondence must be made available during a Section 183 Inspection and may be viewed by other lot owners and prospective purchasers to the scheme.

In regards to the privacy of your information; Netstrata is required by law to protect the privacy of your personal information under the National Privacy Principles. This statement is an abbreviated version of our Privacy Statement; the complete text is published on our website www.netstrata.com.au; go to the 'Privacy' page. Alternatively you can request a copy from us by email, post or fax. Briefly we gather and maintain personal information about you on behalf of your scheme of which we are the appointed managers. The legislation from which the National Privacy Principles have been derived largely supersedes sections of the Strata Schemes Management Act 2015 that previously permitted access to this information by third parties. Notwithstanding this, some of your personal information may be still be accessed by certain third parties in particular circumstances, for example to tradespersons during an emergency.

Other than the above, we will not disclose your personal information without your consent unless disclosure is either necessary to prevent an unreasonable threat to safety, damage to property, authorised or required by law, reasonably necessary to enforce the law or necessary to investigate a suspected unlawful activity.

Report Pursuant to Section 60

Netstrata discloses that it has commercial arrangements with suppliers that may also provide services to your scheme including Accountants and Brokers. Whilst we use and recommend these providers we DO NOT receive any rebate, discount or commission for providing this recommendation.

Netstrata discloses that its Strata Managers and Administrative staff receive training services from industry bodies and suppliers that may provide services to your scheme including but not limited to Strata Community Australia, Lawyers, lawyers and .

The agent discloses that it has commercial arrangements with Services, Strata and Services. Where these services are used and a referral fee is received, it will be disclosed and approved via this report.

Netstrata discloses that it is an authorised representative of Brokers, , and . When insurances for your scheme are arranged through these entities our office receives a share of the brokerage charged, which last year was \$0.00. It is expected that this brokerage will be \$0.00 next year. The Brokerage received funds the administrative requirements for placing insurances and processing insurance claims on behalf of your scheme including providing 3 quotations, researching and providing a complete claims history and providing the insurer with other relevant information that is required to be disclosed as part of the renewal process. Where the brokerage is not received a fee for service will be applied.

Netstrata discloses that Strata Insurance Services Pty Ltd (A.F.S. License 457333) and WinFire Pty Ltd are wholly owned subsidiaries of the agent. When insurances are placed on behalf of your scheme all brokerage charged is retained by the subsidiary, not the agent. Strata Insurance Services Pty Ltd DOES NOT receive commissions for arranging insurance cover on behalf of your Owners Corporation. In the event WinFire Pty Ltd is engaged to undertake Fire or Window lock inspections, these fees and charges are detailed in the financial reports for your Owners Corporation.

Minutes of executive committee meeting



Strata Plan:

Meeting date: Wednesday, 4th November 2015

Commenced: 6:15pm

Apologies: Nil

Present:

In attendance: Michael Thompson of Netstrata,

Quorum: 4 of the 7 committee members were present, a quorum was formed.

Chairperson: Michael Thompson chaired the meeting.

Motion 1. **RESOLVED** that the minutes of the last committee meeting be confirmed.
Vote: All in Favour

Motion 2. **RESOLVED** that financials as of the 4/11/15 be confirmed as presented.
Vote: All in Favour

Motion 3. **RESOLVED** that the following items were noted reference to current by-laws;

- **Visitor Parking** – That the visitor parking has improved since the circulation of the by-law notice.
- **No other by-law related matters** were raised.

Vote: All in Favour

Motion 4. **RESOLVED** that the below items be discussed and actioned accordingly;

- **Anchor Points** – That the quote submitted by Pro-Roofing & Guttering for the installation of anchor points + manhole hatches in the amount of \$22,660.00 GST Incl. be accepted. The Strata Managing Agent will action a work order immediately.
- **Lighting** – No further works required. The Strata Managing Agent has confirmed that works have concluded with the cause of the fault attributed to a faulty light fitting in the garden bed that was letting in water.
- **Insurance Works** – The remaining insurance related works are to proceed as soon as the anchor points are installed.
- **Landscaping** – No major works required. The branch near the main entry of the courtyard that is growing under the awning entry is to be removed by the gardeners on their next attendance.
- **Front Step** – That a builder be arranged to take a look at the cracked area near the front step and provide a quote on its rectification.
- **Garbage Room** – That the Strata Managing Agent arrange a quote for the installation of a code pad for the garbage room door so that unauthorised access cannot be gained.

- **Safety Report** – The Strata Managing Agent will obtain the latest safety report that was done on the scheme and action any outstanding item.
- **Security** – That the pedestrian door that leads to the garage near the garbage room be changed to a soft-close to ensure it closes, but does not slam.
- **Courtyard** – That the Strata Managing Agent arrange for a quote for the clearing of the courtyard drains and subsequent acid wash of the whole courtyard. The quote will be submitted to the EC for approval.
- **Cracked Concrete** – That a builder be arranged to remove the falling concrete in the garage basement and to quote on its permanent repair.
- **Vote:** All in Favour

Motion 5.

RESOLVED that the standard protocol for the action of repair and maintenance items be ran past the Executive Committee for final approval once all the information/quotes etc. are obtained. The Strata Managing Agent will present the recommended option, as well as the other quotes as reference, for the Executive Committee to approve.

Vote: All in Favour

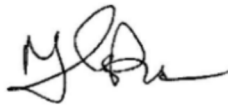
Motion 6.

RESOLVED that the Consultants Report dated April 2013 be confirmed as the report that the Owners Corporation will put out to tender. The Owners Corporation will arrange for a proposal from a suitably qualified Architect/Designer for possible uses and changes that could be made to the centre courtyard after which, Consultants will be engaged as per their fee proposal dated 21/09/15 to revise the tender documents/scope and arrange for contractors to tender on the courtyard works.

Vote: All in Favour

Closure:

The meeting closed at 7:45pm



.....
Chairperson

Contact Details

Tel: 1300 638 787
Fax: 1300 644 402
Email: admin@netstrata.com.au
Web: www.netstrata.com.au

October 18, 2016

All Correspondence:
P.O. Box 265
HURSTVILLE BC NSW 1481

To All Owners, Strata Plan

Head Office

298 Railway Parade
CARLTON NSW 2218

Wollongong Office

Level 1, 63 Market Street
WOLLONGONG NSW 2520

Dear Owners,

**RE: MINUTES OF ANNUAL GENERAL MEETING
at**

Attached are the minutes of the recent Annual General Meeting conducted for your strata scheme and enclosed is a levy payment notice for your 1st quarter levies.

We urge you to read the minutes so you're aware of the issues discussed at the meeting and we also write to bring the following matters to your attention;

PLEASE NOTE - The special levy is being raised in 6 quarterly instalments over an 18 month period. As this falls over two separate financial years, the information on the special levy notice of this financial year 2016/17 will state 4 instalments. Next financial year, 2017/18 will state 2 instalments therefore totaling 6 instalments.

1. Reform to Strata Laws

On 27th October 2015 the NSW Government passed the Strata Schemes Management Bill 2015 and the Strata Schemes Development Bill 2015.

These two pieces of legislation represent the most significant reforms to Strata Title Law in NSW since 1973. In total there are around 90 changes to current legislation that will impact all stakeholders of strata title property including, owners, tenants, business operators and managing agents.

The new legislation will come into force on 30th November 2016. For further information and a complete listing of all the changes see the NSW Fair Trading Website www.fairtrading.nsw.gov.au and search 'Strata Reform'.

2. Your Owner Portal

Don't forget you can obtain all the pertinent information relating to your scheme via your Owner Portal at www.netstrata.com.au. From here you are able to access;

- The Minutes Book for your scheme
- The current Financial Records for your scheme
- The current Financial Records for your lot
- The By-laws for your scheme
- The Insurance Certificate & P.D.S. for your scheme
- R.P. Data Sales and Area Profile reports
- Other important records for your scheme
- Update your personal information

Forgotten your user name and password? Don't worry go to the login in page at the portal for assistance.

We hope this information proves helpful. Should you have any questions or require further information regarding these or any other matters concerning your strata scheme please do not hesitate to call or email me directly.

Sincerely,
NETSTRATA



Michael Thompson | Direct Line: 02 8567 6431 | Email: michael.thompson@netstrata.com.au
Strata Manager

Netstrata is a registered trademark of Network Strata Services Pty Ltd. We proudly support the following charities and organisations...
A.C.N. 064 030 324





Securing your Strata or Community Title Property

One of the attractions of living or working in a strata or community scheme is the additional security that can be provided to a building such as security intercoms, secured garage areas and the sense of 'community watch' within a development.

Regrettably however residents often don't become security conscious until after they have been robbed and no matter how many security devices may be fitted to the common areas of your building, the harsh reality is that a security building is only secure as the people that reside in it. Surveys have shown that over 90% of occupants living in a multi-dwelling property have 'buzzed' strangers into their building.

A main entry security door or shutter at the entry to a garage area provides both a visual and physical deterrent; however these areas are often secluded and are a common target for many would be thieves. Aside from this very few residents ever stop to check that a security garage door has closed after they've entered or exited the building and it's fairly easy for a thief to simply wander into the building whilst the door is opening or closing.

Thankfully legislators recognise the importance for owners of strata and community properties to be able to further secure their own premises. Pursuant to the by-laws, all owners of residential, commercial, retail and industrial strata and community schemes are at liberty to undertake the installation of additional locking devices, security screens or other security devices to their windows, front doors, balcony doors and garage doors to further secure their individual premises. If such devices are not already in place at your property, we highly recommend they be installed. However it should be understood that any additional locking devices must adhere to current fire safety regulations – a licensed locksmith will be able to offer advice on such regulations. Further, any additional security screens (not shutters) fitted to windows or doors must comply with any design and colour scheme that is already established at the property. If you are not certain of these protocols, simply contact your strata manager.

There are a variety of security strategies that you can initiate to further secure your property and it's not always necessary to spend a lot of money on home security. There are things you can do that cost nothing. Care, vigilance and common sense are free.

The following are 10 simple and cost effective ways that you can further secure your property.

Remember, thieves aren't brain surgeons on a day off; they are opportunists who will exploit easy targets. Making your building harder to break into than the one next door will go a long way to preventing a security breach at your property.

1. Make sure your locks work...

Ensure that the locks you do have installed on windows, front doors, balcony doors and garage doors are functioning properly and ensure all your doors and windows, including common property entries and exits are closed and locked whenever you enter or leave the property.

2. Get to know your neighbours...

Make an effort to get to know the other residents within your scheme. Conduct brainstorming sessions or make suggestions for security improvements for your building so they can be considered by all owners.

3. Don't leave notes...

On doors for couriers or friends advising that you're out or that you'll be back in ten minutes.

4. Dispose of rubbish properly...

Cut up boxes that contained expensive electrical equipment and dispose of them properly. Leaving large boxes on the nature strips for a council pick-up simply advertises the new appliances in your property. And ensure you tear up old bank statements or financial documents before placing them in the rubbish; Bank statements that are stolen from rubbish or recycling bins is a leading cause of identity theft!

5. Natural ladders are a risk...

Don't leave ladders, wheelie bins or pot plants in areas that can be used by thieves to scale the building.

6. Mark your property...

Mark or label all your electrical appliances by using an engraver or ultra-violet pen so they cannot be readily sold by thieves and keep a record of their serial numbers separately so they may be provided to police in the event the worst happens.

7. Lock your vehicle...

Always lock your vehicle and don't leave valuables like phones, GPS units, sunglasses or iPods visible.

8. Secure items in your garage...

Secure items such as bikes, tools and other valuables by chaining or locking them within your garage.

9. Make sure your valuables aren't visible...

Don't leave iPods, laptops, wallets and keys near doors and windows where they can be seen by thieves.

10. Program Emergency phone numbers...

Program the local Police Station's phone number in the speed dial of home and mobile phones so it's readily available in the event of an emergency.

This advice has been prepared with the assistance of security experts and the NSW police. For more information see the information pages at our website.

Minutes of annual general meeting



Strata Plan:

Meeting date: Monday, 17th October 2016

Commenced: 6:00pm

Apologies: Nil

Present: The Owners of Lot 2, Lot 8, Lot 9, Lot 13, Lot 14, Lot 26, Lot 29, Lot 30, Lot 34*, Lot 35*, Lot 37, Lot 40

Proxies: The Owners of Lot 6, Lot 7, Lot 12, Lot 23, Lot 38 in Favour of the Chairperson

Corporate Authorisation: The Owner of Lot 24 appoint the Chairperson

In attendance: Michael Thompson of Netstrata, of Engineering

Quorum: 16 of the 44* lot owners were present in person or represented by proxy, a quorum was formed.

Chairperson: Michael Thompson chaired the meeting.

Motion 1. Confirmation of Previous Minutes:

RESOLVED that the minutes of the last general meeting be confirmed.

Vote: All in Favour

**Motion 2.
Financial Statements:** **RESOLVED** that the financial statement as presented for the period ending 31-JUL be confirmed.

Vote: All in Favour

Motion 3. Appointment of Auditor:

RESOLVED that the appointment of an auditor be continued.

Vote: All in Favour

Motion 4. Building Defect Rectification:

RESOLVED that report, scope and recommendations by Demlakian Engineering - Strata & Remedial be accepted for the following items as per the relating documents attached in the notice;

1. Installation of drainage
2. Crack repair in the North East & North West stairwells.
3. Waterproofing of the Courtyard & Planter boxes
4. Rectification of concrete spalling

FURTHER RESOLVED that the Owners Corporation proceed with items 1 & 2 listed above immediately with the works funded via the Sinking Fund. Items 3 & 4 are to proceed once ample funds are available as per Motion 5b. (18 months)

Vote: 15 votes in Favour, 1 vote Against

Minutes of annual general meeting



Motion 5a.

Tender Analysis:

DEFERRED that the Owners Corporation will not accept one of the tenders at this time as the works for items 3 & 4 (waterproofing of courtyard and planter boxes + rectification of concrete spalling) will not proceed for 18 months until the necessary funds are received.

The Owners Corporation will confirm a tender for the works at the 2017 Annual General Meeting held in September 2017.

Vote: 15 votes in Favour of Deferring the Motion, 1 vote Against

Note – The Strata Managing Agent will issue the tender document to members of the Owners Corporation for further tenders to be sought.

Motion 5b.

Special Levy:

RESOLVED that pursuant to Section 76(4) of the Strata Schemes Management Act 1996, that the Owners Corporation raise a special levy of \$700,000.00 GST Incl. to fund items 3 & 4 as noted in Motion 4 & 5a of the Annual General Meeting Notice. (Waterproofing of courtyard and planter boxes + rectification of concrete spalling)

The special levy will be divided amongst all owners according to Units of Entitlement with the levy to fall due and payable in 6 instalments over an 18 month period as follows;

01/11/16, 01/01/17, 01/04/17, 01/07/17, 01/10/17, 01/01/18.

Vote: 15 votes in Favour of the Motion, 1 vote Against

Motion 6.

Approved Budget & Strata Levies:

RESOLVED that the proposed budget as presented be confirmed as administration fund \$135,776.00 GST Incl. and sinking fund \$77,000.00 GST Incl. for the year commencing 01/08/16 and that the first contributions become due and payable for both the Administrative and Sinking Fund in quarterly instalments on 01/11/16, 01/01/17, 01/04/17 and 01/07/17.

Vote: 15 votes in Favour of the Motion, 1 vote Against

RESOLVED the managing agent is directed to serve written notice of such contributions on each owner as required by the Act.

Vote: 15 votes in Favour of the Motion, 1 vote Against

Motion 7.

Strata Insurances:

RESOLVED that the owners corporation insurances as per the schedule presented be confirmed and that the following insurances be effected;

- Office Bearers Liability to the extent of \$1,000,000.00
- Fidelity Guarantee Insurance to the extent of \$100,000.00

Vote: All in Favour

Motion 8.

Election of Executive Committee:

RESOLVED that the following persons were elected to the Executive Committee from the date of this meeting until the next annual general meeting:

Vote: All in Favour

Note – The first Executive Committee Meeting will be held in February 2017 with the scheduling of the next quarterly meeting to be decided at the meeting.

Motion 9.

Restricted Matters:

RESOLVED that at this stage there be no changes to the matters that should only be determined by the Owners Corporation in general meeting.

Vote: All in Favour

Motion 10. Update Agency Agreement:

RESOLVED to enter into a new Managing Agency Agreement with Network Strata Services Pty Ltd, trading as 'Netstrata' as presented to the Owners Corporation dated 17/10/16, and that an instrument in writing in the term of this resolution be executed under the seal of the Owners Corporation delegating to the agent all of its functions including those of chairperson, secretary, treasurer and executive committee of the Owners Corporation.

FURTHER RESOLVED that _____ of lot _____ and _____ of lot _____ be authorised to sign the agreement on behalf of the Owners Corporation.

Vote: 15 votes in Favour of the Motion, 1 vote Against

Note:

- Original copies of the agreement were served on the authorised signatories immediately following the meeting.
- In accordance with Section 50 (6) of the Strata Schemes Management Act 2015, the Strata Manager provides written notice that the agency agreement must be renewed by the Owners Corporation by no later than 17/10/19.

Motion 11. Special By-Law - Levying of Debt Collection Expenses:

RESOLVED by Special Resolution that the Owners Corporation will pass a By-Law in the following form:

Special By-Law – Levying of Debt Collection Expenses

PART 1 – Preamble

(i) The intention of this By-law is to provide a mechanism for the Owners Corporation to add any expenses incurred associated with the pursuit of Levy Arrears and/or Debt Recovery Action for outstanding levies onto an owner by adding the charges directly to the lot owners' notice of contributions or 'Levy Notice'.

(ii) The expenses shall include but will not be limited to expenses charged by the Strata Managing Agent, Debt Collection agents or Solicitors engaged by the Owners Corporation or the reasonable expenses of the executive committee that are incurred during the debt recovery process.

(iii) These expenses will include any expenses or levies issued by the Owners Corporation prior to the commencement of this By-law.

PART 2 – Definitions & Interpretation

2.1 In this by-law, unless the context otherwise requires or permits:

'Agent' means any person engaged by the Owners Corporation to pursue levy arrears of a lot owner, including but not limited to the Strata Managing Agent, Debt Collection Agents or Solicitors.

'Costs' includes any charge, fee or invoice imposed on the Owners Corporation by an agent engaged by the Owners Corporation or the reasonable expenses of executive committee for the pursuit of levy arrears or debt recovery against a lot owner.

'Levy Payment Notice' means a notice issued by the Owners Corporation to an owner of a lot as notification that a payment for a standard levy, special levy or charge upon the lot is due and payable to the Owners Corporation.

'Lot' means any lot in the strata plan.

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the Owners Corporation created by the registration of strata plan for the scheme

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel, debt recovery agent or other personnel engaged by the Owners Corporation for the pursuit of levy arrears.

'Reasonable expenses of the executive committee' means expenses that may be approved by the executive committee at a properly convened executive committee meeting from time to time.

'The Act' means the Strata Schemes Management Act 2015.

2.2 Where any terms used in this by-law are defined in the Strata Schemes Management Act 2015, they will have the same meaning as the terms attributed under that Act.

2.3 In this by-law, unless the context otherwise requires:

- (a) the singular includes plural and vice versa;
- (b) any gender includes the other genders;
- (c) any terms in the by-law will have the same meaning as those defined in the Act;
- and
- (d) references to legislation includes references to amending and replacing legislation.

PART 3 - Powers, Duties and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

- (i) The Owners Corporation shall have the authority to add all costs associated with the recovery of levy arrears and/or Debt Recovery Action from a lot owner as a debt by way of a levy charged to the lot;
- (ii) Any Debt Recovery expenses may be added to an owners' Levy Payment Notice that is issued by the Owners Corporation from time to time;
- (iii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;
- (iv) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 85 of the Act;
- (v) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 86 of the Act;
- (vi) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

PART 4 - Owners Right of Appeal

(i) In the event that a lot owner believes the expenses levied upon them pursuant to this By-law are unreasonable, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(ii) In the event the Owners Corporation rejects a request made by a lot owner pursuant to sub-clause D)(i) above, all charges imposed by the Owners Corporation shall stand.

Vote: 3714 of 9628* Unit of Entitlement (UOE) votes were cast at the meeting, the breakdown of votes was as follows:

3714 UOE votes in favour of the motion (100%)

0 UOE votes against the motion (0%)

Motion 12. Special By-Law – Child Window Safety Devices:

RESOLVED by Special Resolution that the Owners Corporation will pass a By-Law in the following form

Special By-Law (Installation of Child Window Safety Devices)

PART 1 – Preamble

The intention of this By-law is to provide the Owners Corporation with a means of charging, passing and/or indemnifying the Owners Corporation against any additional costs associated with the obligations imposed by section 64A of the Strata Schemes Management Act 1996 (Strata Schemes Management Amendment (Child Window Safety Devices) Bill 2013) on to the owner of a lot in circumstances including but not limited to the circumstances outlined in Part 3 (Rights & Obligations of Owners) below;

PART 2 – Definitions

(i) The following terms are defined to mean:

'Costs' includes any fine, charge, fee or invoice imposed on the Owners Corporation by a statutory or lawful authority or any contractor or agent engaged by the Owners Corporation or lot owner.

'Lot' means any lot in the strata plan.

'Occupier' means the occupier of a Lot

'Owner' means the owner/s of the Lot.

'Owners Corporation' means the owners corporation created by the registration of strata plan.

'Owners Corporations Agents' means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

'Owners Agents' means any real estate agent, property manager or any contractor engaged

by a lot owner or the occupant of the lot or visitors to the lot.

'the Act' means the Strata Schemes Management Act 1996.

'Required Devices or Safety Devices' means a locking or other security device that must be installed pursuant to section 64A of the Act.

'works' means any repair, maintenance, replacement or refurbishment undertaken in relation to the required devices at the strata scheme.

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

PART 3 – Rights and Obligations of Lot Owners

(i) A lot owner shall be liable to compensate or indemnify the Owners Corporation against any costs that arise as a result of any additional work or administrative charges that are imposed upon the Owners Corporation as a result of the section 64A of the Act, including but not limited to the following;

(a) An owner or occupier refusing access for the Owners Corporations agents to install the required devices;

(b) An owner or occupier refusing access for the Owners Corporations agents to certify that the correct devices have been installed;

(c) Where an owner elects to engage the Owners Corporations agent to fit a locking or safety device other than the device/s chosen by the Owners Corporation or the executive committee;

(d) Where an owner, occupier or owners agent removes or damages a safety device that has already been installed by the Owners Corporation or loses the key to said locks in accordance with section 64A;

(e) Where the owner of a lot undertakes the installation of a compliant safety device, the Owners Corporation shall not be obligated to reimburse the owner of the lot for the costs of the said device;

(f) Any additional administrative charges incurred by the Owners Corporation associated with items (i)(a) to (e) above;

(ii) Any costs imposed upon a lot owner pursuant to PART 3 (i)(a) to (f) of this By-law shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(iii) In the event that a lot owner believes a charge imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(iv) In the event the Owners Corporation rejects a request made by a lot owner pursuant to PART 3 (iii) of this By-law, all charges imposed by this By-law shall stand.

PART 4 - Rights, Powers and Obligations of the Owners Corporation

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover all costs

outlined in PART 3 above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

(v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belong

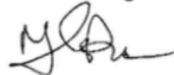
Vote: 3714 of 9628* Unit of Entitlement (UOE) votes were cast at the meeting, the breakdown of votes was as follows:

3714 UOE votes in favour of the motion (100%)

0 UOE votes against the motion (0%)

Closure:

The meeting closed at 8:45pm



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Chairperson

Minutes of annual general meeting



Proposed date for the next annual general meeting:

To be held in September 2017

Disclosure and Privacy of information:

Owners should be aware that all correspondence, including letters, facsimile transmissions and emails are retained on the file of the Owners Corporation and may be subject to inspection by other owners within your scheme, as well as prospective purchasers for any lot that may be for sale within your scheme.

In regards to the privacy of your information; Netstrata is required by law to protect the privacy of your personal information under the National Privacy Principles. This statement is an abbreviated version of our Privacy Statement; the complete text is published on our website www.netstrata.com.au; go to the 'Privacy' page. Alternatively you can request a copy from us by email, post or fax.

Briefly we gather and maintain personal information about you on behalf of your strata corporation of which we are the appointed managers. The legislation from which the National Privacy Principles have been derived largely supersedes sections of the Strata Schemes Management Act 1996 that previously permitted access to this information by third parties. Notwithstanding this, some of your personal information may be still be accessed by certain third parties in particular circumstances, for example to tradespersons during an emergency situation.

Other than the above, we will not disclose your personal information without your consent unless disclosure is either necessary to prevent an unreasonable threat to safety, damage to property, authorised or required by law, reasonably necessary to enforce the law or necessary to investigate a suspected unlawful activity.

Network Strata Services Pty Ltd (trading as Netstrata) discloses that it has Authorised Representative agreements with Agencies whereby the agent will receive commissions (of up to 20%) from those companies.

Netstrata also discloses that Strata Insurance Services Pty Ltd (A.C.N. 167 214 182) (A.F.S. Licence 457333) is a wholly owned subsidiary of the agent. All brokerage fees charged and commissions received are retained by the subsidiary, not the agent.

Netstrata may have commercial arrangements with suppliers to the scheme, including & Co. Whilst the agent uses and recommends these suppliers to the scheme, the agent **DOES NOT** receive any discount, rebate or commission from these or any other suppliers to the scheme for providing a recommendation or referral on behalf of the scheme. The scheme is at liberty to utilise the services of any supplier or contractor of their choice.

Maintenance Responsibilities:

Briefly, generally each owner is responsible for the maintenance, repair and replacement of all those components of the building that are housed within the external walls of their unit/villa or townhouse or service only their lot (within the lot envelope), such as internal walls, bathroom & kitchen cabinets, tiles on internal walls, taps and light fittings.

Section 62 of the Strata Schemes Management Act places a mandatory duty on the Owners Corporation to repair and maintain all elements outside of this envelope or shared services that may pass through the unit, such as the building structure, waterproofing, external doors and windows, balcony doors, pipes and cabling as well as the general common property within the scheme.

When assessing the maintenance responsibilities for your scheme it is important that a detailed examination of your strata plan and by-laws be undertaken to determine the specific maintenance responsibilities associated with your property. Owners should also be familiar with the Building Insurance policy applicable to the scheme and the fixtures of their lot that are protected and NOT protected by the policy.

A copy of the Strata Plan, insurance information and By-laws applicable to your scheme are available via our website when you register as a WEblink owner. Simply go to www.netstrata.com.au and follow the links.

Owners should also be familiar with any statutory or manufacturer warranties that may be applicable to apparatus and building structure at the property as well as the limitations, period and application of these warranties. We recommend that the Owners Corporation engages the services of a professional building defect consultant or engineer to assess any building defect claim or warranty items that may be applicable to the common property.

Minutes of strata committee meeting



Strata Plan:

Meeting date: Thursday, 2nd March 2017

Commenced: 6:10pm

Apologies:

Present:

Note: _____ was nominated to act as the Substitute Representative for _____ of Lot _____ had been appointed in writing by the respective committee member. All committee members present at the meeting approved for _____ to vote for _____ as a substitute representative.

Note: _____ was nominated to act as the Substitute Representative for _____ of _____ had been appointed in writing by the respective committee member. All committee members present at the meeting approved for _____ to vote for _____ as a substitute representative.

In attendance: Michael Thompson of Netstrata,

Quorum: 6 of the 6 committee members were present, a quorum was formed.

Chairperson: Michael Thompson chaired the meeting.

Motion 1. **DEFERRED** that the minutes of the previous Strata Committee Meeting Minutes be confirmed, along with these minutes at the next Strata Committee Meeting.
Vote: All in Favour of Deferring the Motion

Motion 2. **RESOLVED** that pursuant to Section 41 of the Strata Schemes Management Act 2015, that the following persons be elected as the Office Bearers positions for the Strata Committee;
Chairperson – Duties and functions referred back to the Strata Managing Agent pursuant to Section 52 & 54 of the Strata Schemes Management Act 2015.
Treasurer –
Secretary –
Vote: All in Favour

Motion 3. **RESOLVED** that the financial statements as of 02/03/17 be confirmed with the following closing balances noted;
Administration Fund - \$268,962.17
Capital Works Fund - \$22,453.01
Vote: All in Favour

Motion 4. **RESOLVED** that _____ of _____ Architects be engaged to undertake a preliminary proposal for the central courtyard, entry and garbage/garage area with his scope pertaining to;
1. An onsite meeting with the Strata Manager and available Strata Committee Members to inspect and gather information – during daylight hours.

2. Develop the proposal.
3. Present the proposal to the Strata Committee at the next Strata Committee Meeting.

The proposal will include the following possible ideas;

1. Seating in the Courtyard Area.
2. Segregating the Courtyard Area into different usages.
3. Improving and expanding the waste room and waste management.
4. Possible improvements to the garage area – including moving the current perimeter garage door closer to the boundary of the strata plan therefore securing a large area – including the waste room.
5. Security swipe access system for each block.

Vote: All in Favour

Motion 5.

RESOLVED that the following action be taken relating to current by-law breaches;

1. That the NSW Police are investigating the possible dumped vehicle (Toyota Corolla) in the visitor parking area of the scheme. The vehicle was reported to the Police by the Strata Managing Agent in November 2016. It was noted that the Strata Managing Agent does not have the authority to tow a vehicle without prior written permission from the Police.
2. The Strata Managing Agent raised the complaints received from the neighbouring block relating to a youth/man screaming and yelling in the early hours of the morning – each morning. The offending unit has not been identified nor have there been complaints from within

Vote: All in Favour

Motion 6.

RESOLVED that the following action be undertaken relating to common property matters;

1. Front Entry Steps – That the rectification of the front entry steps will NOT be undertaken at this time as it forms part of the scope of the courtyard remedial works.
2. Security – That the Strata Managing Agent arrange a quote for the installation of a security swipe system for further discussion by the Strata Committee. CCTV was also discussed, however no action will be taken at this time.
3. Water Feature – That the water feature in the central courtyard be rectified – waterproof sealant applied by Megasealed and the pump repaired/replaced by Alco Pumps. The Strata Managing Agent is to arrange this work to be undertaken as soon as possible.
4. Waste Management – That the proposal by Yates Security be accepted to install a key code pad and GAR2 keying system to the waste room doors so that residents will have to enter a code to enter and dispose of their garbage, whilst the garbage contractors can access the room to remove the bins via the GAR2 key system. The Strata Managing Agent is to arrange this as soon as possible with prior notice provided to residents.
5. Lighting – That a lighting audit be undertaken after numerous lights were reported as being out or the sensors not working properly.

Vote: All in Favour

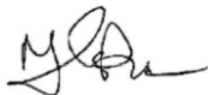
Motion 7.

RESOLVED that the next Strata Committee Meeting be booked for the 2nd May 2017.

Vote: All in Favour

Closure:

The meeting closed at 8:20pm



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Chairperson

**Motion 7.
10 Year Capital
Works Plan**

RESOLVED that the Owners Corporation shall adopt the recommendation of the Capital Works fund plan in their annual budget.
Vote: All in favour

**Motion 8.
The Proposed
Budget & Strata
Levies**

RESOLVED that the proposed budget as presented be accepted as Administration fund \$162,484.12 GST Incl. and Capital Works fund \$79,200.00 GST Incl. for the year commencing 1 August 2017 and that the first contributions become due and payable for both the Administrative and Capital Works fund in quarterly instalments on 01/11/17, 01/01/18, 01/04/18, 01/07/18.
Vote: All in favour

**Motion 9.
Overdue Levies**

RESOLVED that the Owners Corporation WILL NOT accept payment plans at this time and will initiate debt recovery proceedings as per the provisions of the Act.
Vote: All in favour

**Motion 10.
Review of Strata By-
Laws**

RESOLVED by Special Resolution that the Owners Corporation shall pass the Smoke Penetration By-law in the following form;

Smoke Penetration

- (1) An owner or occupier and any invitee of an owner or occupier, must not smoke tobacco or any similar product on the common property.
- (2) An owner or occupier of a lot must ensure that smoke caused by the smoking of tobacco by the owner or occupier, or invitee of the owner or occupier DOES NOT penetrate to the common property or any other lot.
- (3) This By-law does not prevent an owner or occupier of a lot from utilising a BBQ, outdoor stove or similar product for the purpose of cooking on the balcony or courtyard of their lot.

Vote: 100% in favour

**Motion 11.
Cleaning Windows &
Doors**

RESOLVED by Special Resolution that the Owners Corporation will repeal the existing Cleaning Windows and Doors By-Law and shall replace it with the new Cleaning Windows and Doors By-law in the following form;

Cleaning Windows and Doors

- (1) Except in the circumstances referred to in clause (2), an owner or occupier of a lot is responsible for cleaning all interior or exterior surfaces of glass in windows and doors on the boundary of the lot, including so much as is common property.
- (2) The Owners Corporation is responsible for cleaning regularly all exterior surfaces of glass in windows and doors that cannot be accessed by the owner or occupier of the lot safely or at all.

Vote: 100% in favour