

VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL

CIVIL DIVISION

DOMESTIC BUILDING LIST

VCAT REFERENCE NO. D170/2009

CATCHWORDS

Building contract, dispute, terms of settlement, works to be completed, incomplete and defective work, independent certifier, whether certifier's discretion miscarried.

1ST APPLICANT	Catherine Deborah Ferguson
2ND APPLICANT	Malcolm Peter Ferguson
RESPONDENT	Probuild Homes Pty Ltd (ACN 053 945 261)
JOINED PARTY	Brogdan Kovacevic
WHERE HELD	Melbourne
BEFORE	Gerard Butcher, Member
HEARING TYPE	Hearing
DATE OF HEARING	1 June 2011, 2 June 2011 and 15 July 2011
DATE OF ORDER	28 September 2011
CITATION	Ferguson v Probuild Homes Pty Ltd (ACN 053 945 261) (Domestic Building) [2011] VCAT 1836

ORDER

- 1 The respondent is to pay to the applicants the sum of \$151,966.60.
- 2 The respondent is to pay to the applicants their costs associated with the obtaining of these orders on a solicitor/client basis, failing agreement to be assessed by the Costs Court.

Gerard Butcher
Member

APPEARANCES:

For Applicants

Mr B. Reid of Counsel

For Respondent

Mr A. Jongen, Director

REASONS

BACKGROUND

- 1 In November 2006 the applicant owners and the respondent builder entered into a building contract for the construction of a new home in Hawthorn. The contract price was \$720,597 including GST.
- 2 In March 2006 the owners commenced this proceeding. Claiming:
 - damages in the sum of \$97,287.58 being cost of rectification of defective and incomplete works
 - damages in the sum of \$23,180 being alternative accommodation for four months
 - damages in the sum of \$8,015 being storage for four months
 - reimbursement of the sum of \$9,100.15 being amounts paid by the applicants properly payable by the respondent
 - interest pursuant to statute
 - costs
 - such further or other orders the Tribunal deems appropriate.
- 3 The builder claimed \$10,000 by way of counterclaim, stating that there were variations to the contract and adjustments to the prime costs and provisional sum allowance, as a result of which the contract price was increased by \$19,612.92 to \$740,209.92.
- 4 During the course of the works the owners made progress payments to the builder under the contract.
- 5 In January 2008 the owners and the builder agreed that the owners could take possession of the works subject to and conditional upon the owners paying the builder the sum of \$60,359 as part payment of the final contract sum inclusive of variations, prime cost and provision sum adjustments with the further outstanding balance of \$10,000 to be paid on the issuing of the certificate of occupancy.
- 6 In June 2008 an occupancy certificate was issued.
- 7 By order dated 2nd July 2009, Brogdan Kovacevic, a tiler, was joined as a party to the proceeding.
- 8 On 28 January 2010, the owners and the builder entered into Terms of Settlement (*the Terms*) whereby:
 - The owners were to pay the builder \$10,000.
 - The builder was to carry out rectification and completion works as set out in the schedule attached to the terms in accordance with the standard of work called up by the plans and specifications of the

building contract (*the scope of works*) as set out in Attachment A. The works, which were to commence on 9 March 2010 were to be completed by 28 June 2010: a period of 16 weeks (*the rectification period*) or such extended date as agreed between the parties.

- The owners were to provide the builder with clear and unimpeded access to the property during the rectification period.
- The builder was to pay the owners costs of alternative accommodation, removal and storage costs during the period in which they vacated the property whilst the rectification works were to be carried out by the respondent. These costs were to be set off against the \$10,000 the owners were to pay the builder.
- Ray Martin of Build Access Pty Ltd was appointed as the independent certifier and given certain responsibilities in respect of inspection and certification of the rectification and completion works. The independent certifier was able to extend the rectification period if the builder gave notice of delay within seven days of the commencement of the delay stating that the builder has been delayed in completing the scope of works, the reason for the delay and the extent of the delay. Relevantly, the parties agreed that if, at the end of the rectification period the certifier:
 - (i) Issued a certificate certifying the works had not been completed; and
 - (ii) Within a further period of four weeks issued a notice setting out the cost to complete the works, the number of weeks the owners would need to vacate the property whilst the works were carried out (*the final accommodation period*) and the reasonable cost to carry out the works (by reference to two quotations to be obtained from independent and appropriately qualified builders).
- The parties consented to the application being reinstated and the owners obtaining an order that the builder pay them.
 - The completion costs as certified by the certifier.
 - Additional accommodation costs calculated at a rate of \$1,475.20 per week for the final accommodation period.
 - The applicant's solicitor/client costs associated with the obtaining of such orders.

9 On 7 March 2010 the applicants vacated the property.

10 On 9 March 2010 the respondent commenced the rectification works.

11 On 28 June 2010 the rectification period expired.

12 On 29 June 2010 the respondent builder was refused access to the property by the owners. On 5 June 2010 the certifier inspected the property and

determined that the scope of works was incomplete and that there were defects in the rectification works.

- 13 On 6 July 2010 the certifier issued a notice specifying the remaining scope of works and that a further vacation period would be required of three weeks and six days.
- 14 The certifier had difficulty in obtaining quotations from two builders as contemplated by the terms. Quotations were subsequently obtained from Longbow Constructions Pty Ltd dated 18th August 2010 and another from Law Ray Homes Pty Ltd dated 20th August 2010 for \$150,227.55 and \$158,599. Prior to obtaining the quotations the certifier gave notice to the applicants and the respondent that he had been unable to obtain quotations within the required four week period, but that quotations were being obtained. No objection was raised by either the applicants or the respondent. On 20th August 2010 the certifier gave notice to the applicants and the respondent that:
 - Attaches the two written quotations
 - States the number of weeks it will take an independent contractor to complete the incomplete works
 - States the number of weeks (or part thereof) (if any) the applicants may need to vacate the property for the works to be completed and
 - States the reasonable costs by reference to the quotations to complete the incomplete works (*the completion costs*).
- 15 On 12 October 2010 the owners applied for the following orders:
 - a. That the applicants' claim against the respondent be reinstated.
 - b. That the respondent pay the applicants the sum of \$151,966.60 calculated as follows:
 - (i) Completion costs in the sum of \$150,227.55;
 - (ii) Accommodation costs for the final accommodation period in the sum of \$1,475.00;
 - (iii) Additional accommodation costs in the sum of \$264.05;
 - c. The respondent pay the applicants' solicitor/client costs associated with the obtaining of the above orders; and
 - d. Such further or other orders as the Tribunal deems appropriate.
- 16 On 30 November 2010 the Tribunal ordered that the proceeding be reinstated. The respondent's claim against the joint party was adjourned to a directions hearing to be held after determination of the owner's reinstated claim.
- 17 The builder does not take issue with the amount of the accommodation costs claimed but seeks to challenge the amount claimed for completion costs.

- 18 The owners were represented by Mr B. Reid of Counsel. Mr Jongen, Director, appeared on behalf of the builder, although written submissions were prepared by the builder's former solicitors.

THE BUILDER'S POSITION

- 19 The builder concedes the works were not completed at the end of the rectification period and that it did not claim an extension of time. However, it contends that the cost of completion as certified by Mr Martin is excessive. The builder relies on an expert report from Mr Robert Laurich.

THE OWNER'S POSITION

- 20 The owners rely on Clause 13 of the terms whereby the applicant and the respondent consent to the proceeding being reinstated and the applicants obtaining an order that the respondent pay to the applicants the completion costs as certified by the certifier as the reasonable cost by reference to the quotations to complete the incomplete works, additional accommodation costs calculated at the rate of \$1,475.20 per week for the final accommodation period and the applicant's solicitor/client costs associated with the obtaining of such orders.

DISCUSSION

THE RECTIFICATION PERIOD

- 21 There is no dispute that the respondent was provided with clear and unimpeded access to the property during the rectification period.
- 22 There is no dispute that the respondent did not give to the applicant and the certifier a notice of delay (seeking an extension of the rectification period) during the extension period.

COMPLETION OF THE SCOPE OF WORKS

- 23 There is no dispute that the scope of works was incomplete as at the end of the rectification period. The respondent alleges that the work was 95% complete. However the certification of the incomplete works provides that the rectification works were to take 12 weeks. This notice has not been disputed. Other than stating that the works were *95% complete* the respondent provided no evidence giving details.
- 24 The terms specified that rectification was to be carried out in accordance with the standard of work called up by the plans and specifications of the original building contract entered into between the applicants and the respondent in November 2006.

- 25 It is clear that not only were the works incomplete but as is apparent from the notice of incomplete works some of the rectification works which had been carried out required further rectification. Accordingly, defects in the rectification work fall into the incomplete scope of works detailed in the certifier's notice dated 6th April 2010. I am satisfied that the defects are defects in the rectification work and not defects in the initial works.
- 26 The terms would be of no effect if their enforcement in the case of default by the respondent was predicated on the consent of the respondent being given subsequent to the default and prior to the reinstatement of the application and obtaining the orders referred to above.
- 27 The respondent does not seek to challenge this. However it seeks to challenge the certification of the reasonable cost by reference to the quotations to complete the incomplete works. The respondent contends that the certifier's discretion has miscarried and that he has accepted a quotation which was clearly excessive. The Tribunal was asked to accept that this is the case and that the Tribunal then has the power to substitute its own findings, and in that regard is not bound by the evidence of any expert unless it considers it appropriate to do so. The respondent submitted that it is open to the Tribunal to find that the decision of the certifier in this instance has miscarried and was not a proper exercise of the discretion and power conferred upon Mr Martin as certifier due to one or more of the following factors:
- (a) The inability to obtain timely and reasonable quotations;
 - (b) The fact that Mr Martin had previously been engaged as the expert for the owners in the proceeding and therefore there was the risk that any decision he was obliged to make as certifier could suffer from the perception that unless he strictly exercised his power honestly and fairly as independent certifier that he would run the risk of failing to fulfil the dual role of having been the owner's expert and then being appointed the certifier for both parties under the terms;
 - (c) That he had not prepared his own costings to compare with the quotations received in order to make the decision as to whether or not the quotations or either of them were reasonable;
 - (d) That both of the quotations which he actually obtained far exceeded earlier quotations, particularly the previous quotation of Longbow.
- 28 The respondent submitted that the situation is strikingly similar to that which was considered by Deputy President Aird in *Preena v Pryda Developments Pty Ltd* (Domestic Building) [2010] VCAT 434.
- 29 However, the submission did no more than make this assertion. No arguments were advanced in favour of the Tribunal following *Preena*.

- 30 I do not find that it is appropriate to follow *Preena*. It can be distinguished on several grounds:
- the Terms were different;
 - the certifier's role was different;
 - the expert was found not to have a clear appreciation and understanding of the different capacities in which he had been engaged to provide advice on the project;
 - Mr Brandich failed to set a figure for the cost of completing the work; and
 - the expert engaged by Mr Brandich identified and costed a different scope of work from the one recommended by Mr Brandich.
- 31 In the present case, the Terms were clear and unequivocal concerning the task given to Mr Martin and the method by which he should carry out the task.
- 32 It is clear that the terms provide for the quantum of the reasonable completion costs being determined by the certifier by reference to the quotations obtained from builders. The terms contain no mechanism by which the quantum of the completion costs may be challenged. To challenge the certified amount would, in effect, seek to nullify the terms. The whole point of having a certifier is to give certainty to the quantum of the completion costs. Indeed when the certification was issued, no challenge was forthcoming until after the application was made to reinstate this proceeding.
- 33 The respondent submitted that it was open to Mr Martin as an expert in his own right to reject either or both quotations received if he considered them to be excessive or inappropriate. However, there is no evidence to suggest that Mr Martin considered them to be excessive or inappropriate. Mr Martin's task was to state the reasonable cost. The respondent submits that the adjective *reasonable* denotes an objective test, quoting the definition in the *Oxford English Dictionary* as *not greatly less or more than might be expected, inexpensive, not extortionate, tolerable, fair*. It was further submitted that it was open to Mr Martin in formulating his view as to what the reasonable cost was by reference to the quotations, to reject both however the submission goes on to say it was open to him to reject one and accept one. This is what he did. The terms provided for the attachment of two written quotations. Indeed, the respondent's submissions state that Mr Martin did turn his mind to the question of the extent and nature of the quotation which he certified. His letter dated 20th August 2010 states *In my opinion the sum of \$150,227.55 is the reasonable cost to complete the work*. There is nothing to suggest that Mr Martin acted in any manner other than fairly and reasonably and in accordance with the terms. The respondent submitted that it was open to Mr Martin to ask for further quotations because he was not satisfied with either. However there is no contemporary

evidence to suggest that at the time of certification there was any material and/or evidence to indicate that the quotations were excessive.

- 34 The respondent submits that Mr Martin's statement that the quotation was *the reasonable cost* was a miscarriage of his discretion as the certifier with obligations to not only the owner applicants but also to the respondent builder, in circumstances where it should have been obvious that the quotations were excessive. There is no contemporary evidence to suggest that at the time of certification there was any material and/or evidence to indicate that it was obvious the quotations were excessive.
- 35 I can find no evidence to suggest that Mr Martin acted inappropriately in stating the reasonable cost as required by the terms.
- 36 Prior to the expiration of the rectification period, the respondent made no application for an extension of the period. In not so applying it effectively confirmed its temporal obligations under the terms, an obligation it failed to meet. I find that this obligation was a fundamental of the terms.
- 37 The requirement that the certifier issue a notice setting out the reasonable cost to complete the incomplete works within four weeks of issuing the certificate that the scope of works had not been completed is not a fundamental term but merely a procedural one. The fundamental obligation imposed by Clause 13 of the terms is the obtaining of the quotations, stating the works period and the cost of such further rectification works. Time is not of the essence. It is significant also that no objection was raised by the respondent to Mr Martin's advice that he was having difficulty obtaining the quotations within the four week period. The applicants submitted that the respondent has waived any such objection, if any, and/or is stopped from now alleging any objection to Mr Martin's course of conduct, which effectively lengthened the four week period contemplated by the terms. I find that the term requiring Mr Martin to obtain quotations within the four week period was procedural rather than fundamental and that the relatively short extension of this time caused no prejudice to the respondent.
- 38 I find that there is no need to embark upon a costing of the proper scope as per *Preena*.

The mechanism as set out in the Terms has been followed and orders as provided for in the Terms should be made.

Gerard Butcher
Member

GB:RB

ANNEX A

THE SCOPE OF WORKS

The scope of works contained in Schedule A to the Terms is as follows:

GENERAL NOTES

Remedial works at the property are to be carried out in accordance with the original specification including Ardex Butynol waterproofing system; Ardex DS 40 impact sound reduction and decoupling system to ground level internal floor; Compatible Ardex Adhesive and grout. Tile selection (400 x 400 x 8mm) and grout to match the existing and to be installed in accordance with the manufacturer's recommendations (Ardex Technical Bulletin TB077 and other current recommendations available at: www.ardexaustralia.com).

All works are to be carried out in a workmanlike manner and in accordance with the Building Code of Australia and its referenced standards including: AS3958.1 Ceramic Tile – Guide to the installation of ceramic tiles and AS3958.2 Ceramic Tiles – Guide to the selection of a ceramic tiled system, with respect to tiling; and AS1288 with respect to glazing.

Each tiled area is to incorporate movement control joints to the perimeter and at intermediate centres of no greater than 4.5m. Butynol surface must be cleaned down using WPM290 solvent prior to tiling. Adhesive to be applied using notched trowels to the manufacturer's recommendations to ensure full adhesive coverage to the underside of tiles and achieve maximum bonding. External tiles are to be provided with a positive fall towards drainage outlets and discharge points.

At commencement of works remove existing fittings and fixtures including air conditioning units, hot water service, timber screens and balusters. Fittings and fixtures to be reinstated on completion in good condition.

TILED AREAS

Basement

Install movement control joints to perimeter of all existing tiling and at maximum intermediate centres of 4.5m in accordance with AS3958.1, Ceramic tiles – Guide to the installation of ceramic tiles. (Clause 5.4.5.2). Use flexible sealant to joints that matches existing grout.

Replace damaged tile to the storeroom to match existing.

Ground level

Entry (external)

Remove all existing tiles and substrate to front entry areas and clean down surfaces.

Supply and install replacement tiles to match existing using Ardex Butynol and tiling system described in general notes above.

Kitchen, Meals, Family & Associated Rooms

Remove all existing tiles and substrate and clean down surfaces. Supply and install replacement tiles to match existing using the Ardex tiling system described in general notes above and incorporating the DS 40 impact sound reduction and decoupling system.

Rear (West) Deck

Remove all existing tiles and substrate including Butynol membrane. Install additional screw fixing to the ply substrate to ensure that it meets the manufacturer's recommendations with respect to fixing type and spacings. Replace undersized shower grate on north side of deck with a larger proprietary outlet incorporating a leak control flange (puddle flange). Consideration to be given to relocating outlet position further south away from wall to eliminate ponding. Provide an overflow to ensure that flooding does not occur into the dwelling. Clean down surfaces. Supply and install replacement tiles to match existing using Ardex Butynol and tiling system described in general notes above. Existing door sill to be raised to create a hob or an alternate detail to be submitted and approved prior to commencement of works. (Note: Existing movement in sill to be made good in conjunction with these works).

Upper level

Front (East) & Rear (West) Decks

Remove all existing tiles and substrate including Butynol membrane. Install additional screw fixing to the ply substrate to ensure that it meets the manufacturer's recommendations with respect to fixing type and spacings. Clean down surfaces. Supply and install replacement tiles to match existing using Ardex, Butynol and tiling system described in general notes above. Existing door sill to be raised to create a hob or an alternative detail to be submitted and approved prior to commencement of works.

DAMAGED GLAZING

Replace scratched and damaged glazing identified in the following table to match existing. Note: If matching glass is not available consideration will need to be given to replacing adjoining glass to achieve a uniform finish to each area.

Reference	Room or area	Number of scratched panes of glass
WB1	Lower west	1
WB2	Lower west	2
WB3	Lower west	2
WB7	Bedroom 2	2

WG2	Ground floor west	Doors & side lights: 4 external & 1 internal. Highlights: 4
W1	Bathroom	3
W2	Bedroom 1	5
W3	Study	3
W4	Study	1

LEAK ADJACENT TO WINDOW W5

Eliminate leak to window W5. Remove sill bricks and brick course below window and install a sill flashing in accordance with BCA Clause 3.3.4.9. Reinstall brickwork ensuring that weep holes are provided. Check and make good all flashings and sealant including the intersection of the brick veneer and light weight construction. Make good all consequential damage.

DAMAGED DOOR FURNITURE

Replace damaged door furniture to external sliding door of the study (W3).

INADEQUATE SUPPORT TO SILL OF WG2

Refer to note at foot of paragraph beneath the heading '*Rear (West) Deck*'.

STICKING EXTERNAL DOOR WB1

Adjust door to alleviate it from binding on the jamb and make good.

WATER INGRESS TO STOREROOM NEAR ENTRY & CONSTRUCTION OF THE BRICKWORK TO THE EAST AND SOUTH ELEVATIONS

In conjunction with the works to the sill flashing of window W5: Install cavity flashing and weep holes to brickwork bounding the upper storey balcony deck on its east and south elevations in accordance with BCA Clause 3.3.4.7. Provide a cover flashing over the lead flashing at the intersection of the tiles and brickwork beneath the south window and include the provision of a cavity flashing and weep holes above this location as required by the BCA.

Install cavity flashings and weep holes to the heads of windows on the east elevation identified as WG4 and WG5 in accordance with BCA Clause 3.3.4.9. Make good all consequential damage including removing and replacing water damaged soffit and making good other adjacent soffit lining as required. Make good plaster to walls and ceilings of entry store area. Repaint soffit and walls and ceilings to entry store area to match existing.

CRACKED EAVES (SOFFIT) LINING

Make good all loose casing beads and cracking to eaves lining to Basement and Ground levels in accordance with the manufacturer's recommendations. Repaint to match existing.

ANNEX B

THE NOTICE SPECIFYING REMAINING SCOPE OF WORKS

Attached to the Certifier's Notice dated 6 April 2010 were the following details of the incomplete scope of works:

INCOMPLETE SCOPE OF WORKS

GENERAL NOTES

Remedial works at the property are to be carried out in accordance with the original specification including Ardex Butynol waterproofing system; Ardex DS 40 impact sound reduction and decoupling system to ground level internal floor; Compatible Ardex Adhesive and grout. Tile selection (400 x 400 x 8mm) and grout to match the existing and to be installed in accordance with the manufacturer's recommendations (Ardex Technical Bulletin TB077 and other current recommendations available at: www.ardexaustralia.com).

All works are to be carried out in a workmanlike manner and in accordance with the Building Code of Australia and its referenced standards including: AS3958.1 Ceramic Tile – Guide to the installation of ceramic tiles and AS3958.2 Ceramic Tiles – Guide to the selection of a ceramic tiled system, with respect to tiling; and AS1288 with respect to glazing.

Each tiled area is to incorporate movement control joints to the perimeter and at intermediate centres of no greater than 4.5m. Butynol surface must be cleaned down using WPM290 solvent prior to tiling. Adhesive to be applied using notched trowels to the manufacturer's recommendations to ensure full adhesive coverage to the underside of tiles and achieve maximum bonding. External tiles are to be provided with a positive fall towards drainage outlets and discharge points.

TILED AREAS

Basement

Install movement control joints to perimeter of all existing tiling and at maximum intermediate centres of 4.5m in accordance with AS3958.1, Ceramic tiles – Guide to the installation of ceramic tiles. (Clause 5.4.5.2). Use flexible sealant to joints that matches existing grout.

Reinstate ceiling vents.

Replace and repair water damaged plaster to ceiling caused by the leak from the Rear (West) Deck above. Repair ceiling to laundry and store room affected by vibration when the floor tiles were removed on the level above. Repair affected ceilings to match existing.

Repair/replace light fittings and check operation of smoke detectors damaged during previous remedial works.

Ground level

Kitchen, Meals, Family & Associated Rooms

Clean remaining grout and adhesive from the tiles.

Refit existing doorstop to WC/Powder room door.

Remove and reinstall the feature glass screen to the entry area so that it is parallel with the walls and adjacent tiling.

Make good damage to entry, stairwell and powder room walls damaged during tile removing and repaint surfaces to match existing.

Replace damaged timber laminated door to cupboard.

Rear (West) Deck

Investigate and make good the leak from the Rear (West) Deck. Make good the low spot in the tiling to south side of sliding door adjacent to gate.

Replace substandard tiling beneath the air conditioners and hot water service and replace existing perimeter tiles that do not align with the new floor tiles of the deck.

Rectify leak to drainage outlet and make good consequential damage to eave lining beneath in conjunction with other works to the cracked eaves (soffit lining). Replace undersized shower grate on north side of deck with a larger proprietary outlet incorporating a leak control flange (puddle flange).

Consideration to be given to relocating outlet position further south away from wall to eliminate ponding. Provide an overflow to ensure that flooding does not occur into the dwelling.

Make good damage to render around drainage outlet and reinstate wall finishes.

Remove packers (tile off cuts) from beneath the planter box and perimeter of deck with a colour that matches the grout.

Clean tiles and adjacent surfaces.

Existing door sill to be raised to create a hob or an alternate detail to be submitted and approved prior to commencement of works.

Upper level

Front (East) & Rear (West) Decks

Remove temporary weights hanging from the handrail and check that the uprights are adequately secured.

Remove and replace poorly applied sealant to perimeter of decks with a colour that matches the grout.

To the rear west deck of the upper level, replace existing perimeter tiles that do not align with the new floor tiles of the deck.

Call all tiles.

Existing door sill to be raised to create a hob or an alternate detail to be submitted and approved prior to commencement of works.

DAMAGED GLAZING

Replace scratched and damaged glazing identified in the following table to match existing. Note: If matching glass is not available consideration will need to be given to replacing adjoining glass to achieve a uniform finish to each area.

Reference	Room or area	Number of scratched panes of glass
WB1	Lower west	1
WB2	Lower west	2
WB3	Lower west	2
WB7	Bedroom 2	2
WG2	Ground floor west	Doors & side lights: 4 external & 1 internal. Highlights: 4
W1	Bathroom	3
W2	Bedroom 1	5
W3	Study	3
W4	Study	1

DAMAGED DOOR FURNITURE

Replace damaged door furniture to external sliding door of the study (W3).

LEAK ADJACENT TO WINDOW W5

Eliminate leak to window W5. Remove sill bricks and brick course below window and install a sill flashing in accordance with BCA Clause 3.3.4.9. Reinststate brickwork ensuring that weep holes are provided. Check and make good all flashings and sealant including the intersection of the brick veneer and light weight construction. Make good all consequential damage. Including substandard plastering and painting during previous remedial works. Replace blind damaged by paint during previous remedial works. (Note: Elimination of leak may require roof sheets above this location to be turned down and depth of box gutter to be increased down to the external spouting in lieu of the undersized soaker.)

WATER INGRESS TO STOREROOM NEAR ENTRY & CONSTRUCTION OF THE BRICKWORK TO THE EAST AND SOUTH ELEVATIONS

In conjunction with the works to the sill flashing of window W5: Install cavity flashing and weep holes to brickwork bounding the upper storey balcony deck on its south elevation in accordance with BCA Clause 3.3.4.7. Provide a cover flashing over the lead flashing at the intersection of the tiles and brickwork beneath the south window and include the provision of a

cavity flashing and weep holes above this location as required by the BCA. Make good all consequential damage as required.

CRACKED EAVES (SOFFIT) LINING

Make good all loose casing beads and cracking to eaves lining to Basement and Ground levels in accordance with the manufacturer's recommendations. Repaint to match existing.

FINAL CLEANING

On completion of all works, carry out final internal and external cleaning in a workmanlike manner. To the exposed aggregate driveway damaged by grout/mortar: high pressure clean and re-seal the surface in a workmanlike manner.