VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL

CIVIL DIVISION

BUILDING AND PROPERTY LIST VCAT REFERENCE NO. BP766/2016

CATCHWORDS

Domestic Building Contracts Act 1995 – s.9 -claim by subsequent owner - damages for defective work- breakdown of relationship between parties - not practicable to order builder to rectify - assessment of damages - assessment cost of rectification - expert evidence - expert not to be advocate - loss of rent arising from failure to rectify promptly not recoverable from builder - mitigation damages

APPLICANT	Crystal Ann Fonua
RESPONDENT	Nikola Mitrov t/as Mitrov Homes
WHERE HELD	Melbourne
BEFORE	Senior Member R. Walker
HEARING TYPE	Hearing
DATE OF HEARING	1 - 2 February 2017
DATE OF ORDER	14 February 2017
CITATION	Fonua v Mitrov (Building and Property) [2017] VCAT 209

ORDER

Order the Respondent to pay to the Applicant the sum of $22,325.42 plus the costs of this application fixed at $2,910.05, making together sum of $25,235.47.

SENIOR MEMBER R. WALKER

Appearances:

For the Applicant	In person
For the Respondent	In person and Mr A. Sherrard, Consultant

REASONS FOR DECISION

The dispute

1. The applicant ("the Owner") is the owner of a two bedroom detached unit in Wyndhamvale ("the Unit"). The Respondent ("the Builder") is a registered domestic builder.

2. The Builder constructed the Unit in 2010 as part of a two unit development pursuant to a major domestic building contract that it entered into with a developer. During the course of construction, the developer contracted to sell the Unit to the Owner when completed. After the contract of sale was signed and before completion and settlement, some alterations were carried out by the Builder at the request of the Owner and the Builder was paid directly by the Owner for that work.

3. The Owner took possession of the Unit in December 2010. Shortly after taking possession of the Unit she became aware that water was leaking from the shower recess into the bathroom. She said there was a patch of mould on the wall plaster which had become wet due to the leak. She said that she contacted the Builder who came out and did some work, including removing the patch of mould. The Builder disputes that there was any mould and says that it was simply a wet patch on the plaster which dried when the shower screen was repaired.

4. For the next four years, the Unit was let by the Owner to a tenant who made no complaint about any leakage or other deficiency in the Unit. When the tenant left and the Unit was inspected by the Owner, she became aware that the shower recess was leaking. She called the Builder back and he removed the tiles from the walls of the shower recess and the bathroom but work then ceased when a dispute arose as to the extent of the remedial work that was necessary. The dispute was to do with access, the Owner's requirement for a written contract and her insistence that the remedial work should be carried out by a registered builder. At that time, the Builder was unregistered, having not renewed his registration. He has renewed his registration since.

The hearing

5. The Owner commenced these proceedings in June 2016 and the matter came before me for hearing on 1 February 2017 with three days allocated. Each party appeared in person together with an expert witness and in addition, the Builder was represented by a Mr Sherrard, who is a building consultant.

6. I heard evidence from the parties, from the Owner's husband, Mr Fonua, from Mr Sherrard and also from the two experts, Mr Dee on behalf of the Owner and Mr Radisavljevic on behalf of the Builder. The evidence concluded in the afternoon of the second day and I informed the parties that I would provide a written decision.

The issues

7. The case does not turn upon the lay evidence. The issue is, whether the Builder's work was deficient and if so, what orders should be made.

8. The contract between the Builder and the developer was subject to the statutory warranties to be found in section 8 the *Domestic Building Contracts Act* 1995 1995 and, by virtue of section 9 of that Act, the Owner, as a subsequent owner is entitled to the benefit those warranties.

9. Those warranties required (inter-alia) that the work to be carried out under the contract would be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract, that all materials to be supplied would be good and suitable for the purpose for which they were used and that the work would be carried out with reasonable care and skill.

10. During the course of the evidence the Builder indicated a willingness to come back and attend to the matters that he acknowledged were his responsibility, according to what he claims ought to be done to address them. In view of the extent of the breakdown of the relationship between the parties I do not think that that is a practical course. A large quantity of emails and correspondence was referred to during the hearing concerning attempts that were made to have the work rectified by the Builder and all of these efforts were unsuccessful. Whatever scope of works I might order, I doubt that the parties would be able to agree upon whether or not it had been done and the matter would almost certainly return for a further hearing. It is better for a monetary order to be made.

The defects alleged

11. In ascertaining what defects are established and what orders are to be made as a consequence, I must rely principally upon the evidence of the two experts. Both are sufficiently qualified to offer expert opinion on the matters to be determined. Mr Dee seems to have had more practical experience than Mr Radisavljevic although Mr Radisavljevic said that he teaches the subject of building construction at a TAFE college.

12. The main difference between the experts lies in the manner in which each of them gave his evidence. Mr Dee appeared to give his evidence in an objective manner and he made concessions as to various matters. Mr Radisavljevic on the other hand acted more like an advocate than an expert and he appeared to me to lack objectivity. I had to tell him on a number of occasions that it was his expert opinion that I required and not his advocacy. Of particular concern, the operative part of his amended report, which is dated 23 November 2016, is entitled "BUILDING REPORT and Points of Defence".

13. For these reasons I think Mr Dee is a more reliable expert witness than Mr Radisavljevic.

External concrete

14. The domestic building contract provided that the external concrete was to be laid by the developer. As a consequence, it was not laid by the Builder and so there is no defect for which the Builder is responsible.

The level of the slab of the Unit

15. Mr Dee said that the slab floor level is documented to be 230 mm above finished ground level but, as constructed, it is only 190 mm. It was not suggested that this was contrary to the Building Code of Australia ("the Code") or that any remedial work is necessary. It appears to have been an observation only.

Garage Slab

16. Mr Dee said that the garage slab was cracked across the full width of the first panel. He said that it was an infill slab and that the levels ranged up to 67 millimetres variance over the area, with the lowest points to the northern boundary wall. He said the brickwork of the northern wall was up to 10 mm lower than the house wall. He measured the thickness of the garage slab at 78 mm whereas the structural plans for the Unit required the thickness to be 100 mm.

17. Mr Radisavljevic said that the cause of the heave was not determined but was most likely due to what he said was poor drainage of the site. He said that there was ponding at the front of the garage in an area of unpaved ground between the front pathway and the bay window at the front of the Unit. As to the thickness of the slab Mr Radisavljevic said that he was unable to verify the claim that it was only 78 mm thick and he recommended core sampling to determine the claim. He said in his report that the Builder agreed that replacement of the slab would be necessary if it were found to be undersized and without sufficient load bearing capacity.

18. The Builder said when he gave evidence that core samples should be taken to determine the thickness of the garage slab. However no such samples been taken. No doubt if they had been, that would have provided good evidence as to the thickness of the slab in the areas from which the core samples were taken but there were no such samples and I can only proceed on the evidence that I have.

19. As to the suggestion that movements in the slab were caused by ponding water, in the area referred to by Mr Radisavljevic, that area where he said water was ponding is some distance away from the garage slab. It was not suggested that the edge of the slab of the Unit on the side closest to this area has heaved and it was not explained why any ponding of water in that location would not affect the adjacent edge beam of the Unit and yet affect the wall and slab of the garage which is further away.

20. Mr Radisavljevic also referred to a small gap shown in one of the photographs between the bottom of a downpipe and the storm water drain. He attributed the gap to a lack of maintenance on the part of the Owner. That gap was not present in other photographs, suggesting that perhaps the soil supporting the storm water pipe had moved upwards to close the gap. It seems strange that the Builder would allow so little overlap between the bottom of the downpipe and the storm water drain that the two would separate when the soil supporting the storm water pipe dried. It is not established that that played any part in the problems to do with heave. Any overflow would appear to have fallen onto the pavement and

been directed away from the Unit. In any case, I cannot attribute that situation to any lack of maintenance on the part of the Owner.

21. Mr Dee attributed the heave in the garage to water penetration down the cavity of the wall which separates the garage from the Unit. I note that this is the area where he said the heave has occurred. He said this was due to multiple factors to do with unsatisfactory roof flashing and other defects referred to below. Since the source of water suggested is in the same area as the heave, that seems to me to be a more likely explanation than that suggested by Mr Radisavljevic.

22. Mr Dee said that the slab required replacement which he costed at $4,800.00. Mr Radisavljevic did not cost the replacement of the slab.

23. Despite the suggestion of the Builder that core samples of the slab be taken, none have been and I am left with the evidence of Mr Dee that his measurement indicates that slab is only 78 mm thick. In the absence of any other evidence I must find that the slab is insufficiently thick and that it should be replaced. The amount of $4,800.00 assessed by Mr Dee will be allowed.

Articulation joints / Cracks in the garage

24. Mr Dee said the rear wall of the garage and the articulation joints have cracks and are open to the weather. He referred to a photograph taken of the brick wall above the garage roof level where the articulation joint seen below has not been continued. There is step-cracking in this area which Mr Dee said would admit water. Mr Radisavljevic said that was unlikely because the wall faced North.

25. I am satisfied that the articulation joints will need to be continued to the top of the wall and resealed to prevent water penetration. That was not disputed but there is a substantial dispute as to the cost of doing it. Mr Dee has assessed the cost at $2,400.00 whereas Mr Radisavljevic has assessed it at only $213.13. A difference of this magnitude is always a matter of concern for this tribunal. Mr Radisavljevic suggested that the work could be done by cutting the bricks and sealing the gap. Mr Dee said that that would be insufficient and that to do it properly would involve reconstructing the adjacent brickwork and putting in additional brick ties.

26. Where estimates are close and one expert is as likely to be right as the other, a halfway point is often taken. However in this case there appears to be a fundamental disagreement as to the extent of the work required and I must consequently choose one opinion or the other.

27. As stated above I think that Mr Dee is a more reliable expert. In addition, in order to rectify the problem the Owner will need to find a bricklayer or builder who is willing to come to the site and carry out this work. I find it impossible to imagine that she would find anyone to do it for the figure Mr Radisavljevic has assessed. Consequently the amount of $2,400.00 assessed by Mr Dee will be allowed.

Cracking to the garage plaster

28. Mr Dee raised this as a matter requiring attention but did not specifically say that it is due to any defect. Mr Radisavljevic said that it is the result of settlement. There is insufficient evidence that this is due to defective workmanship.

Lack of weep holes

29. No weep holes are visible under the window at the front of the Unit. The Builder said that the weep holes had been installed but had been rendered over. It was acknowledged that they should not have been. This does not appear to be a major item. Whether holes are there or whether they will have to be drilled all the way through to the cavity, the scope of work seems to be the same.

30. Mr Dee's assessment of $2,600 includes installing cavity flashings. Mr Radisavljevic assessed an amount of $178.75 for the weep holes only. I will allow Mr Dee's figure.

The roof

31. Mr Dee said that the roof drainage system is defective. He said that:

    (a) there are no over flashings or apron flashings where required;

    (b) the flashing on the brick pier at the front is leaking;

    (c) areas of return flashings do not have the required seals;

    (d) drainage areas are too large for the number and capacity of the downpipes and rain heads;

    (e) there is no provision for overflow relief for the rain heads;

    (f) overflow from the gutters is resulting in excess water impacting on the footing system;

    (g) sheet roofing over the garage exceeds the 65 mm allowance over and into the gutter;

    (h) gable ends are not sealed to the brick work next the garage which is not as per the drawings;

    (i) some roof tiles in the porch area are loose as they are sitting on the flashing.

32. There was considerable evidence concerning the roofing of the front porch, which has been constructed like a big box gutter, receiving water from a large area of roof. Any water finding its way into this box gutter must discharge through a pipe passing through the wall into a gutter drained by a single downpipe which also receives run-off from another area of the roof. There is no provision for overflow to this area and photographs show evidence of substantial ponding on this roof.

33. Mr Dee said that as a consequence, there was water overflowing the gutter along the northern wall and water was penetrating the cavity in the wall and affecting

the footings of the wall between the Unit and the garage. He said that the roof and flashings need to be reconstructed so that the roof drains effectively.

34. Both Mr Radisavljevic and the Builder said that the roof was performing and that there is no suggestion that the house is flooding. Mr Radisavljevic said that all that was required was some minor work to the flashings which would cost only a few hundred dollars. The suggestion was also made that overflows rain heads could be made by simply drilling holes. Mr Dee disagreed and said that the roof drainage system needs to be redesigned in order to comply with legal requirements and that to do this will cost $6,100.00.

35. I prefer the evidence of Mr Dee. It does appear that the gutters have overflowed and the roof plumbing must meet the requirements of the Code. It is clear from the evidence that this will require a substantial amount of work and not simply minor adjustments to the flashings. I will allow the amount that Mr Dee has assessed.

The earth stake and communication conduit

36. The earth stake was installed by the Builder on the side of the house in front of the garage and positioned out from the wall. Dee said that it should be positioned at the wall and that to move it will cost $520.00. The Owner's complaint is that the connection is hazardous and she is worried about her children playing with it.

37. The Builder pointed out that the driveway was poured by the developer. He said that the developer's concreter should have pushed the earth stake back against the Unit before pouring the concrete. Since the stake is now concreted in, it is not possible to say whether concreter could have been done that.

38. However I am satisfied that the stake was not located in the correct position by the Builder in the first place and this amounted to defective workmanship. Had it been correctly located then it would have been concreted in the right position. It now has to be moved and so the amount of $520 assessed by Mr Dee will be allowed.

No weather strip

39. There is no weather strip to seal the bottom of the front door. The Builder said there was none required by the contract documents. I am not satisfied as to this item.

The plasterboard ceiling

40. Mr Dee identified some cracks in the ceilings. The ceiling plaster is fixed directly to the bottom chord of the trusses. It was not suggested that that was a defect. He said that there is a 20 mm bow in the ceiling perpendicular to a nib wall on the north side. He suggested that perhaps this was due to a cable or some other object between the underside of the chord one of the trusses and the top of an internal wall but he said that he had not been able to observe whether that was the case.

41. Mr Radisavljevic said that the required gap between the underside of the chords the trusses and the top plate of the internal walls was present and included a photograph in his report showing one instance of such a gap.

42. The cracking appears to be minor and in view of the time that has elapsed since the Unit was built I am not satisfied that a defect is established.

Nib wall

43. The nib wall at the entry is not square at the base. Mr Dee allowed $1,400.00 to pack out the studs and re-sheet this wall and also to attend to a crack in the kitchen bulkhead. I am not satisfied as to the crack but I accept that the wall not being square is a defect. In the absence of a separate costing I will allow $700.00 for attending to this item.

The bathroom

44. Mr Dee raised the following issues concerning the bathroom:

    (a) there was no membrane under the tiles in the shower recess and the walls and floor;

    (b) there is no termite collar under the bath;

    (c) the waffle slab void formers under the bath are showing around the waste pipe from the bath and some sand has been removed from over the membrane, apparently to allow the installation of the waste pipe and its connection to the bath;

    (d) an area of approximately 500 x 200 mm around the waste of the polymarble shower base is unsupported;

    (e) the vanity is not sealed to the wall.

45. He said that the waste to the bath needs a termite collar, the hole around the waste pipe needs to be backfilled, the walls of the bathroom require re-sheeting with water resistant plasterboard or lining, the floor tiles need to be removed, the walls of the shower recess and the floor of the bathroom need to be waterproofed as required by the Code and the walls and floor need to be re-tiled. He said that in the course of carrying out this work, the shower base will need to be replaced because it is partially unsupported.

46. The Builder and Mr Radisavljevic said that the area under the shower base that is said to be unsupported is where the waste was fixed and that following the fixing of the waste to the shower base, the area is backfilled with mortar which will shrink. They said that the shower base has not failed. I accept Mr Dee's evidence that it has to be properly supported otherwise it will crack therefore it will require replacement.

47. Mr Sherrard said that the Code did not require the floor to be waterproofed because it was concrete and so it is water resistant. He relied upon Clause 3.8.1.6 of the Code. He acknowledged that the waterproofing from the wall has to extend onto the floor by 40 mm but he said that this could be applied on top of

the floor tiles and so the removal of the floor tiles would not be necessary. That was disputed by Mr Dee and I do not accept that that is a reasonable proposition.

48. Mr Dee has costed this above work of rectifying the bathroom $4,900.00. The Owner has obtained a quotation which she produced from a contractor called Megasealed to carry out the work for $7,986.00. This does not appear to include the replacement of the shower base. She also had the property inspected for termites at the cost of $300. The report suggests that to carry out a termite preventative treatment can range from $2,000.00 and upwards. I accept that, given that there is no termite collar around the bath waste, it was reasonable to have it inspected but it is not demonstrated that it is necessary to carry out any further preventative treatment beyond fitting a termite collar, which Mr Dee has allowed for in his costing.

49. The Builder obtained a quote to reinstate and re-tile the bathroom for $2,440.00 but the scope of works is unclear. The author of this quotation was not called and it is does not appear that he has been to the Unit and inspected the bathroom.

50. What I must decide is what it should reasonably cost the Owner to reinstate the bathroom so as to accord with the way in which it should have been constructed originally. That is a matter of expert opinion and the only reliable expert evidence that I have of that is the evidence of Mr Dee. The assessment that he has made is for the full scope of works which includes the termite collar.

The handover inspection

51. After signing the contract of sale the Owner engaged a building inspector to carry out what was described as a handover inspection of the Unit. A copy of the report was tendered. Mr Radisavljevic said that I should conclude that the Owner had satisfied herself that the construction of the Unit was satisfactory. I do not draw any such conclusion.

52. Of the matters of concern raised in that report, the only one that relates to the present claim is the absence of rain heads in the downpipes around the Unit. The Builder contends that, since the Owner took possession of the Unit with knowledge of this defect, she cannot now complain about it. I do not accept that submission. At the time that she obtained the report the Owner had already signed the contract of sale and so she was legally bound to complete the purchase regardless of any defects.

53. In regard to any obvious or patent defect that the Owner must have been aware of before signing the contract of sale, it might have been possible to conclude that the existence of the defect was reflected in the price paid by the Owner for the Unit and, as a consequence, she has suffered no loss by reason of it. That is not the case here.

Other claims

54. I informed the parties at the conclusion of the evidence that I would deal with all claims, including any claims with respect to reimbursement of the costs of this litigation in one decision and that I did not propose to relist the matter for further

argument about costs. As a consequence, both sides informed me of the costs they had incurred which they claimed against the opposing party.

55. Since the Owner has been successful I do not propose to make any order with respect to the costs incurred by the Builder. Such an order would not be "fair" within the meaning of s.109 (2) of the *Victorian Civil and Administrative Tribunal's Act* 1998. However I do think that it would be fair to make an order in favour of the Owner with respect to the costs that she has incurred in issuing this proceeding and with respect to obtaining expert evidence to prove her case.

56. Mr Dee charged $981.75 for his inspection and report. With a second invoice the total claim with respect to the expert's report and the Scott Schedule is $1,234.75. Mr Dee's charge for attending and giving evidence was $330 for the first hour and then $275 for each hour thereafter. I calculate that at $1,100.00. His rates compare favourably with those of Mr Radisavljevic, who charged the Builder $7,637.00 for his report and attendance at the tribunal and Mr Sherrard, who charged $4,500.00 for his attendance at the tribunal and at various meetings. I will allow a total of $2,334.75 with respect to Mr Dee.

Loss of rent

57. The Unit has not been let since the tenant vacated. The Owner then sought to have the bathroom repaired by the Builder. Although the Builder commenced work and removed tiles and plaster, the work was never completed and the bathroom was unusable. Until the bathroom was repaired the Unit could not be occupied. Loss of rent is claimed at $280 per week until the proposed works to repair the defects are completed. The Owner claims 65 weeks loss of rent totalling $18,200.00.

58. This proceeding was commenced on 9 June last year. In her application the Owner said that she was waiting on the Builder to pay her the money needed to rectify the defects in the Unit. She was not seeking an order that the Builder rectify the defects. It is clear that her attention has been to rectify these defects herself and seek recovery of the cost from the Builder. The timing of the rectification was up to her. I asked her why it was that she had not repaired the bathroom herself straight away and she said that the advice she received from her solicitor was that she should leave the defects unrectified until the hearing. It seems to me that the loss of rent so until now is the result of her deciding not to carry out these repairs in a timely way.

59. In *Australian Dream Homes Pty Ltd v Stojanovski* (No 2) [2016] VCAT 2194 Senior Member Reigler considered the question of mitigation of damages in connection with a domestic building dispute. He said (at paragraph 90):

> "In *Tuncel v Renown Plate Co Pty Ltd*,[24] the Full Court of the Supreme Court of Victoria considered the question of mitigation in the context of a tortious claim for damages resulting from an injury suffered in an industrial accident. The Court stated:
>
> > "The three rules are these:-

(1) The first and most important rule is that the plaintiff must take all reasonable steps to mitigate the loss to him consequent upon the defendant's wrong and cannot recover damages for any such loss which he could thus have avoided but has failed, through unreasonable action or inaction, to avoid. Put shortly, the plaintiff cannot recover for avoidable loss.

(2) the second rule is the corollary of the first and is that where the plaintiff does take reasonable steps to mitigate the loss to him consequent upon the defendant's wrong he can recover for loss incurred in so doing; this is so even although the resulting damage is in the event greater than it would have been had the mitigating steps not been taken. Put shortly, the plaintiff can recover for loss incurred in reasonable attempts to avoid loss.

(3) the third rule is that where the plaintiff does take steps to mitigate the loss to him consequent upon the defendant's wrong and the steps are successful, the defendant is entitled to the benefit accruing from the plaintiff's action and is liable only for the loss is lessened; this is so even although the plaintiff would not have been debarred under the first rule form [sic] recovering the whole loss, which would have accrued in the absence of his successful mitigating steps, by the first rule. Put shortly, the plaintiff cannot recover for avoided loss."

The principle of mitigation is equally applicable to actions in contract. Although I accept that the threshold that the Owners must cross is not particularly high, I consider that it was incumbent upon them to act expeditiously in securing another builder to repair and complete the Works, following termination of the Contract."

60. I respectfully agree with this statement of principle. Damages for loss of rent should be limited to what they would have been had the Owner acted promptly to rectify the defects. Had she done so, there would have been rent lost only for the period during which the repairs were effected. There is no precise evidence of how long the repairs will take but considering the scope of the works required I will allow two months loss of rent, which is $2,426.67.

Other claims

61. The Owner also makes the following claims which I am not prepared to allow:

    (a) Petrol for the Owner's car to visit the Unit once or twice a week, travelling from Point Cook where she lives, parking at the tribunal and wear and tear on her car $437.20. In regard to this claim she agreed that her place of work was only five minutes from the Unit and that if she had visited the Unit on her way to or from work instead of driving all the way from Point Cook the claim would have been considerably less. In any case, these do not fall within the category of costs of litigation and as damages or breach of contract they are neither a natural or usual consequence of the breach in question nor would they have been in the contemplation of the parties when the building contract was made.

(b) Stationary paper printer ink cartridges Australia Post $294.95. These are personal expenses incurred in the course of preparing for the hearing and it is not the practice of the tribunal to allow claims of this nature.

(c) Gas electricity and water bills with respect to the Unit period during which it has been unable to be rented $1,292.20. Utility costs are a consequence of owning the Unit. The real loss is loss of use and the appropriate claim to be made in this regard is one of loss of rent which is dealt with above.

(d) Time off work to attend the Unit for the Builder's inspectors, stress which caused her to start her maternity leave earlier than expected for the safety of the child $7,464.54. Again, these claims are neither a natural or usual consequence of the breach in question nor would they have been in the contemplation of the parties when the building contract was made.

(e) Variations, engineering drawings, permits, concrete, paint et cetera. Building works, quotes to complete home to the Australian Standards, code of practices with due care and skill: $9,000.00. The main component of this figure appears to be the difference between the quote that she obtained for renovating the bathroom and the amount assessed by Mr Dee. I have already allowed the latter amount because I accepted Mr Dee's evidence that that is fair and reasonable allowance to repair the bathroom, so there is nothing more to be allowed. The other items all appear to be to do with obtaining quotations and preparing for the hearing. Apart from out-of-pocket expenses is not the practice of this tribunal to allow claims of this nature.

Orders to be made

62. There will be an order that the Builder pay to the Owner the sum of $24,746.67 plus the costs of this application fixed at $2,910.05, making together sum of $27,656.72.

63. The principal sum is calculated as follows:

Replacement of garage Slab	$4,800.00
Articulation joints	$2,400.00
Weep holes	$2,600.00
Repairs to roof	$6,100.00
Relocate earth stake	$ 520.00
Nib wall	$ 700.00
Bathroom	$4,900.00
Termite inspection	$ 300.00
Loss of rent	$2,426.67
	$24,746.67

64. The costs figure is arrived at as follows:

Mr Dee - report and attendance at tribunal	$2,334.75
Issuing fee on application	$ 575.30
	$2,910.05

SENIOR MEMBER R. WALKER