

**VICTORIAN CIVIL AND ADMINISTRATIVE TRIBUNAL**

**CIVIL DIVISION**

VCAT REFERENCE NO. D624/2004

**DOMESTIC BUILDING LIST**

**CATCHWORDS**

Domestic building – Unfinished or defective building works – claim against builder.

[2006] VCAT 186

<b>FIRST APPLICANT</b>	Peter Seppings
<b>SECOND APPLICANT</b>	Lisa Evans (formerly Seppings)
<b>FIRST RESPONDENT</b>	Contractors Bonding Limited (removed from proceedings 12/9/2005)
<b>SECOND RESPONDENT</b>	Steve De Bono & Associates T/as K & J Constructions (VIC) Pty Ltd (ACN 097 935 398)
<b>WHERE HELD</b>	Melbourne
<b>BEFORE</b>	Senior Member D. Cremean
<b>HEARING TYPE</b>	Hearing
<b>DATE OF HEARING</b>	17 February 2006
<b>DATE OF ORDER</b>	17 February 2006

**ORDER**

1. I order the Second Respondent to pay the Applicants the sum of \$82,798.00.

**SENIOR MEMBER D. CREMEAN**

**APPEARANCES:**

For the First Applicant	In person
For the Second Applicant	In person
For the First Respondent	Removed from the proceedings 12 September 2005
For the Second Respondent:	No appearance

## REASONS

1. The claim in this matter has been settled as far as the First Respondent is concerned. I have reviewed the Terms of Settlement, which were produced as required.
2. The Applicants are continuing to press their claim against the Second Respondent.
3. That party did not attend the directions hearing on 20 December 2005 and has not, as directed, filed Points of Defence. Nor has the Second Respondent attended this day, at the hearing.
4. I am satisfied the orders made on 20 December 2005 (setting out today's hearing date) were served on the solicitors on record on the same date.
5. At the hearing I heard sworn evidence from Mr Seppings and Ms Evans (his former wife).
6. I perused carefully the various documents they provided me together with a copy of the contract.
7. I am satisfied the Applicants are entitled to an order, based on the evidence, against the Second Respondent in the sum of \$82,798.00.

8. Such sum is made up as follows - \$23,645.00 (rectification or completion costs); \$35,493.00 (interest charges incurred due to delay); and \$23,660.00 (rent liabilities incurred due also to delay).
9. Allowance has been made for the money paid by the First Respondent (which has been subtracted) and also for the sum remaining (\$6,000.00) due under the contract (which also has been subtracted).
10. In all, the Second Respondent was paid \$264,730.00 but the Applicants never received in return a finished house or one without defects.
11. I am satisfied, on the balance of probabilities, that I may properly order the Second Respondent, on the unchallenged evidence, to pay the Applicants such sum of \$82,798.00.
12. I note the name on record of the Second Respondent is Steve De Bono & Associates t/as K & J Constructions (Vic) Pty Ltd.

**SENIOR MEMBER D. CREMEAN**