Strata Title Administration Ltd
bc@stratatitle.co.nz
www.bodycorporate.co.nz

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PO BOX 3187, Auckland 1140
Wellington Phone (04) 974 1011
PO Box 384, Wellington 6140
Christchurch Phone (03) 925 8749
Unit 5, 71 Gloucester Street,
Christchurch 8013

1 April 2025

Dear Owner,

Re: Body Corporate 582203
Property at Lyall Bay Junction, 68-72 Kingsford Smith Street, Rongotai, Wellington
Annual General Meeting

We advise that the Annual General Meeting of your Body Corporate is to be held at 3:00pm on Wednesday, 16 April 2025 at Naumi Hotel, 213-223 Cuba Street, Te Aro, Wellington and via MS Teams Video Conference Facility.

Should you need to attend remotely, please use the link in the cover email to register before the meeting date. You will then receive an MS Teams link to access the meeting.

Please find enclosed:

- the Agenda and supporting documentation for the meeting;
- a postal voting form for you to complete if you are unable to attend the meeting, and wish your vote to be counted without appointing a proxy; and
- a proxy form for you to complete if you wish to appoint someone to represent you.

Please bring the agenda and the attachments with you to the Annual General Meeting.

I look forward to seeing you at the meeting.

Yours sincerely,

Monique Pretorius
Body Corporate Manager

BODY CORPORATE NO 582203 (BODY CORPORATE)

Property at Lyall Bay Junction, 68-72 Kingsford Smith Street, Rongotai, Wellington

NOTICE IS HEREBY GIVEN that the **ANNUAL GENERAL MEETING** (AGM) of the Body Corporate will be held at Naumi Hotel, 213-223 Cuba Street, Te Aro, Wellington and via MS Teams Video Conference Facility on Wednesday, 16 April 2025 commencing at 3:00pm.

A link to register to attend the meeting online via MS Teams has also been emailed to all owners.

AGENDA:

1 APPOINTMENT OF CHAIRPERSON OF THE MEETING
To consider resolving: That the Body Corporate elects a representative of Strata Title Administration Ltd (Strata) to chair the meeting.

2 APOLOGIES, PROXIES, POSTAL AND PRE-MEETING ELECTRONIC VOTES
To consider resolving: That the apologies, proxies, postal votes and pre-meeting electronic votes be accepted and the meeting declared quorate.

3 FINANCIAL STATEMENTS
Discussion of the attached financial report.
To consider resolving: That the Body Corporate approves the financial report for the period 1 March 2024 to 28 February 2025.

4 REPORT FROM THE COMMITTEE
In accordance with Unit Titles Regulations 28(1) and 28(3) to receive a report from the Committee *(attached)*.
To consider resolving: That the Committee's report is adopted.

5 CHAIRPERSON OF THE BODY CORPORATE
To consider resolving: That the Body Corporate appoints an owner as the Chairperson of the Body Corporate and Committee.

6 COMMITTEE
Nominations have been received for Ms Sasha Ortega, Mr Ian Hill, Ms Anna Gifford, Mr David Leong, Mr Adam Ellis, Mr Aaron Kerr, Ms Anna Janiec, Mr Lawrie Cornish, Ms Pippi Kettle and Ms Jane Fahy to be candidates for election as committee members.

(i) To consider resolving: That the Body Corporate elects a committee of ten (10) members, which shall have a quorum of five (5) members, comprising:

Ms Sasha Ortega, unit 9
Mr Ian Hill, unit 14
Ms Anna Gifford, unit 16
Mr David Leong, unit 17
Mr Adam Ellis, unit 18
Mr Aaron Kerr, unit 20
Ms Anna Janiec, unit 25
Mr Lawrie Cornish, unit 27
Ms Pippi Kettle, unit 35
Ms Jane Fahy, unit 55

(ii) Conflict of interest register: In accordance with Unit Title Regulation 6(5)(ca) to receive a copy of the body corporate committee interests register (attached).
To consider resolving: That the Interests Register is received.

7 DELEGATION OF DUTIES
To consider resolving by special resolution: That pursuant to Section 108(1) of the Unit Titles Act (the Act) until the end of the next annual general meeting of the Body Corporate all of its powers and duties are delegated to the Committee, save those powers reserved to the Body Corporate under Section 108(2); and that this resolution is evidence of the Committee's authority to perform the powers and duties so delegated to it; and serves as notice of delegation; that the Chairperson's duties set out in Regulation 11 are delegated to the Committee; and that the Committee will report to the Body Corporate on an annual basis regarding its performance of these powers and duties.

8 OFFICE BEARERS LIABILITY (OBL) INSURANCE

To acknowledge the liability on owners elected to the positions of chairperson and members of a committee, and also the Body Corporate as an entity.

To consider resolving: That the Body Corporate ratifies an earlier decision to insure with **NZI** for **$1,803.20** for OBL cover of **$1,000,000** to cover both indemnity and defence costs, for the period **13 April 2025 to 13 April 2026**.

9 BODY CORPORATE REINSTATEMENT INSURANCE

Discussion of the Body Corporate's reinstatement insurance and valuation requirements.

To consider resolving: That the Body Corporate ratifies an earlier decision to insure with **Vero Insurance** for principal cover at the quoted premium of **$104,425.16** for the period **13 April 2025 to 13 April 2026** and that Strata is to arrange the annual reinstatement valuation and pay the cost as per the budget.

10 INSURANCE EXCESS

To consider resolving: That the owner, and not the Body Corporate, is to pay any excess in the event of a claim except where a claim relates to common property in which case the Body Corporate is to pay the excess, notwithstanding that if the damage being claimed for is attributable to the actions, or inaction, of an owner(s) or their resident(s) then the owner(s) of the unit is to pay the excess.

11 SERVICE CONTRACT

Discussion of the administrative requirements of the Body Corporate.
To consider resolving: That the Body Corporate signs a new updated Service Contract with Strata to assist the Body Corporate to perform its duties under the Act and Regulations, which Service Contract is to be agreed with and signed by the Committee or Chairperson in general conformity.

12 BUILDING MANAGER'S REPORT

To receive a report from the Building Manager (*to follow).*
To consider resolving: That subject to any direction of the meeting and/or the Committee the Building Manager's report and recommendations are adopted.

13 COMMON MAINTENANCE MATTERS

To consider resolving: That the Body Corporate's Chairperson/Committee/Building Manager is to agree, approve and arrange the maintenance required over the forthcoming year.

14 LONG TERM MAINTENANCE PLAN (LTMP)

To discuss the Body Corporate's obligation to have a LTMP and review it at least every three years.

The Body Corporate has a LTMP drafted by Plan Heaven in 2024, which is reviewed by the Committee and Building Manager each year to plan annual maintenance and set the proposed contingency fund budget (see budget and levy item of the agenda) to fund the LTMP.

To consider resolving:
(i) That the Committee and Building Manager are to continue to review the Body Corporate's LTMP drafted by Plan Heaven on an annual basis and arrange for any changes arising as a result of the review process to be incorporated into the LTMP.

(ii) That the Body Corporate's Committee and Building Manager are to continue to arrange the required maintenance set out in the plan as and when required.

15 LONG TERM MAINTENANCE FUND (LTMF)

Explanation of Section 117 of the Act pertaining to a LTMF.
To consider resolving by special resolution: That the Body Corporate does not maintain a LTMF but utilises a Contingency Fund to finance its LTMP.

16 HEALTH & SAFETY AT WORK ACT 2015

The Health & Safety at Work Act 2015 (HSWA) came in to force in April 2016. The HSWA introduced the concept of a Person Conducting a Business or Undertaking (PCBU) as the principal duty holder. A legal opinion from Price Baker Berridge is that as the Body Corporate will carry out work from time to time which work is considered to be an "undertaking" it is therefore a PCBU.

The Body Corporate has a health & safety report and hazard register for the complex which the Committee review and update to ensure any hazards noted are removed, minimised or highlighted and any new hazards are noted. Owners are encouraged to ensure they have reviewed the Hazard Register and advise any other relevant parties, including tenants of these hazards where necessary.

The Body Corporate also resolved procedures in relation to the induction of contractors to site and asbestos at its 2023 AGM.

To consider resolving: That the Body Corporate instructs the Committee to continue to update the hazard register for the complex and to attend to any hazards as may be required to either remove, minimise or highlight them to ensure a safe environment for all residents, owners and visitors.

17 BUILDING ACT COMPLIANCE

To receive a report from the Body Corporate's Consulting Engineer detailing Building Act compliance requirements for the forthcoming year.

To consider resolving: That the Committee/Building Manager is to oversee the Body Corporate's Building Act compliance requirements and the issuance of the annual Building Warrant of Fitness**.**

18 LEGAL PROCEEDINGS AGAINST GIBBONS (THE DEVELOPER)

The Body Corporate has sought two independent legal opinions regarding the ongoing matter with Gibbons. The Body Corporate has been actively endeavouring to engage with Gibbons/Rongotai Investments Limited and have had no satisfactory response within the timeframes requested. The Body Corporate received a response on 31st March and there has been very little time for this to be appraised.

Due to the nature of the complaints and the possibility of legal action, the committee was advised to limit comment at this stage in this communication. The Committee intend to provide an in-committee update at the AGM and set out a pathway forward to address these matters. It is important that you attend the AGM if you wish to participate in this discussion.

As GibbonsCo and Rongotai Investments are also unit owners at Lyall Bay Junction, there is an obvious conflict of interest, and they or any of their representatives will be excused from the in-committee discussion and vote.

To consider resolving: That the Body Corporate resolves to move forward with a preliminary budget for an LBJ sub-committee that will seek a settlement or file legal proceedings and authorises the Committee to engage legal representation and allocate the necessary funds from the Body Corporate budget or through a special levy if required.

19 BUDGET AND LEVIES

To review the proposed budget *(attached)* for the Body Corporate for the forthcoming financial year.
To consider resolving:
(i) That the Body Corporate adopts an **Operating Account budget** of **$249,925.04 + GST** and a **Contingency Fund budget** of **$30,000 + GST [Levies of $40,000 + GST]** for the period 1 March 2025 to 28 February 2026 and sets the levy due date as **1 May 2025.**

(ii) That Strata is authorised to pay standard/regular accounts on behalf of the Body Corporate as they fall due, which accounts relate to the day to day operation of the Body Corporate in accordance with the approved budget, but that any non-standard accounts are to be approved by the Chairperson/Committee/Building Manager.

20 DEBT RECOVERY REGIME

To consider resolving: That if a duly authorised levy or any sum payable by an owner to the Body Corporate is not paid by due date that the owner is liable to the Body Corporate for interest on the outstanding balance at 10% per annum; all debt collecting costs; including Tenancy Tribunal/court costs incurred by the Body Corporate in accordance with the following procedure:

- If payment of the levy notice is not made by the due date a reminder letter is sent to the defaulting owner requesting payment of the levy and stating that if the levy is not paid within seven (7) days a Late Payment Charge of $126.50 including GST (if any) will be incurred; [letter #1]
- If payment of the levy notice is not received within seven (7) calendar days of the due date, a letter is sent to the defaulting owner requesting payment of the levy and the $126.50 including GST (if any) Late Payment Charge, and advising that if these amounts are not paid within seven (7) calendar days an additional Late Payment Charge of $253.00 including GST (if any) will be incurred; [letter #2]
- If payment of the levy notice and Late Payment Charges are not received within seven (7) calendar days of Letter #2 being sent, a third letter is sent to the defaulting owner requesting payment of the levy plus all accumulated Late Payment Charges and advising that if these amounts are not paid within seven (7) calendar days an additional Late Payment Charge of $253.00 including GST (if any) will be applied; [letter #3]
- If payment of the levy notice and accumulated Late Payment Charges are not received within seven (7) calendar days of Letter #3 being sent, a "Notice of Impending Legal Action" letter is sent to the defaulting owner requesting payment of the levy plus all accumulated Late Payment Charges and advising that the debt will be turned over to a solicitor if the total outstanding amount is not paid within seven (7) calendar days; [letter #4] and

- Pursuant to Section 171(3) of the 2010 Act, the Body Corporate hereby appoints Price Baker Berridge (PBB) to act as its agent on its behalf in relation to any dispute.

21 TAX AGENT

To consider resolving: That the Body Corporate authorises Strata to appoint Bendall and Cant Limited, Chartered Accountants, on their normal terms and conditions, to act as tax agent for the Body Corporate for all tax types and to obtain information from Inland Revenue as required about the Body Corporate.

22 SIGNAGE MANUAL

An updated Signage Manual has been prepared (attached), which includes a new clause for properties with garage doors. The revised manual introduces a requirement for all signage proposals to be submitted to a Body Corporate Signage Sub-Committee, consisting of LBJBC Committee members, for approval. Additionally, the update includes a discount offer for a 60cm diameter paddle sign from the supplier George and Willy.

To consider resolving: That the Body Corporate adopts the updated Signage Manual, including the provision requiring signage proposals to be submitted to the Body Corporate Signage Sub-Committee for approval.

23 AUDIT OF THE BODY CORPORATE'S FINANCIAL STATEMENTS

Explanation of section 132(8) of the Act.

To consider resolving by special resolution: That all transactions of the Body Corporate are to be made through the Strata Trust Account, which is subject to a two monthly transactional audit by Forbes, Chartered Accountants, and that if any interest is earned on Body Corporate funds it is to be retained by Strata to offset the Trust Account operating and audit costs, and that in terms of Section 132(8) of the Unit Titles Act 2010, the Body Corporate does not appoint an auditor for the financial statements for the most recently completed financial year.

24 GENERAL BUSINESS

Please note that no "new" items of business may be tabled for voting on at the AGM that are not already set out on the AGM agenda. Comments may however be tabled for notation in the minutes of the AGM.

25 COMMUNICATION

To consider resolving: That if Strata has an email address on file for an owner, all correspondence will be sent by email only and not by post, notwithstanding that if Strata is notified in writing by an owner that correspondence is to be sent to them by post that this request will be actioned and no information will be sent to that owner by email.

26 MINUTES TO BE A RECORD OF THE BUSINESS OF THE ANNUAL GENERAL MEETING

To consider resolving: That if within thirty days of distribution of the minutes Strata does not receive any written request from a person who attended the meeting to amend any part of the minutes, that the minutes are adopted as a true and accurate record of the Annual General Meeting.

27 AGM CLOSURE

NOTES:

(a) **Quorum**: For a valid meeting 25% of unit owners must be present either by postal votes or in person or by proxy. If a quorum is not reached the meeting must be adjourned until the same day 1 week later and the reconvened meeting must be held at the same time and place. The number of unit owners at the adjourned meeting are deemed to be a quorum.

(b) **Voting at the Meeting**: You cannot vote at the meeting unless all levies and any other money due from the owner has been paid to the Body Corporate.

(c) **Resolutions**: For voting purposes an ordinary resolution is passed if a majority of eligible voters who vote on the resolution vote in favour of the resolution. A special resolution is passed if 75% of eligible voters who vote on the resolution vote in favour of the resolution.

(d) **Payment of levies**: A levy notice will be distributed with the minutes of this AGM. Levies can be paid electronically by:

- **Internet Banking** - Banking details will be shown on the levy notice.
- **Eftpos** - Eftpos facilities are available at Strata's office.
- **Credit Card** - Credit card payments can be made by phone or at the offices of Strata. Please note that any payment by credit card attracts a 4% merchant fee. **Visa/Mastercard only.**

(e) **Strata Owner Portal Access:**

Owners have 24 hour access to their body corporate information via Strata's website. To access this service visit www.stratatitle.co.nz and click on the Owner Portal button to log in. If owners require their personal login details would they please email bc@stratatitle.co.nz and we will issue/reissue the necessary access login.

Information which can be accessed via the owner portal is:

- Personal address details (which can be changed on owner's instructions);
- Personal levy account history; and
- **Copies of many body corporate documents including: recent AGM notices, agendas, minutes, insurance certificate and your Body Corporate's rules.**

(f) Code of Conduct for body corporate committee members: The members of a body corporate committee must comply with the code of conduct for committee members as prescribed in the regulations below:

- A member must have a commitment to acquiring an understanding of anything in the Unit Titles Act, including the code of conduct, that is relevant to the member's role on the committee.
- A member must act honestly and fairly in performing the member's duties as a committee member.
- A member must not unfairly or unreasonably disclose information held by the body corporate, including information about an owner of a unit, unless authorized to do so by law.
- A member must act in the best interests of the body corporate in performing the members duties as a committee member, unless it is unlawful to do so.
- A member must comply with the Act, these regulations, including this code, and any other applicable legislation relating to matters for which the committee has responsibility in performing the members duties as a committee member.
- A committee member who is eligible to vote must disclose to the committee any conflict of interest the member may have in a matter before the committee.

FOR FURTHER INFORMATION ON THE:
UNIT TITLES ACT 2010: please go to the link

<http://www.legislation.govt.nz/act/public/2010/0022/latest/DLM1160440.html>

UNIT TITLES REGULATIONS 2011: please go to the link

<http://www.legislation.govt.nz/regulation/public/2011/0122/latest/DLM3695701.html>

BODY CORPORATE 582203

PROPERTY AT 'LYALL BAY JUNCTION', 68-72 KINGSFORD SMITH STREET, RONGOTAI, WELLINGTON

SPECIAL PURPOSE FINANCIAL REPORTS

FOR THE FINANCIAL YEAR 01 MARCH 2024 TO 28 FEBRUARY 2025

INDEX

Strata Title Administration Ltd
Dated: 06 March 2024

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Statement of Financial Position
As at 28/02/2025

Body Corporate 582203 — Lyall Bay Junction, 68-72 Kingsford Smith Street, Rongotai Wellington

	Current period
Owners' funds	
Operating Account	
Operating Surplus/Deficit--Operating	20,881.65
Owners Equity--Operating	45,858.75
	66,740.40
Contingency Fund	
1 Operating Surplus/Deficit--Contingency	4,869.56
1 Owners Equity--Contingency	4,869.56
	9,739.12
Net owners' funds	**$76,479.52**
Represented by:	
Assets	
Operating Account	
Cash at Bank--Operating Account	56,160.64
Receivable--Levies (Special)--Operating	3,392.50
Receivable--Other--Operating	282.70
Receivable--Owners--Operating	12,307.30
	72,143.14
Contingency Fund	
1 Cash at Bank--Contingency	9,766.11
	9,766.11
Unallocated Money	
Cash at Bank--Unallocated	114.05
	114.05
Total assets	82,023.30
Less liabilities	
Operating Account	
Creditor--GST--Operating	5,189.99
Payables--Others--Operating	212.75
	5,402.74
Contingency Fund	
1 Creditor--GST--Contingency	26.99
	26.99
Unallocated Money	
Prepaid Levies	114.05
	114.05
Total liabilities	5,543.78

	Current period
Net assets	**$76,479.52**

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Statement of Financial Performance for the financial year to 28/02/2025

Body Corporate 582203

Lyall Bay Junction, 68-72 Kingsford Smith Street, Rongotai Wellington

Operating Account

	Current period 01/03/2024-28/02/2025	Annual budget 01/03/2024-28/02/2025
Revenue		
Developers Contribution	9,500.00	0.00
Insurance Claim--Proceeds	294.66	0.00
Levies Due--Operating	184,617.40	184,617.42
Levies Due--Special Levy	86,956.48	0.00
Total revenue	281,368.54	184,617.42
Less expenses		
Admin--Management Fees--Standard	16,431.80	16,431.80
Admin--Prof. Fee--IRD Returns (GST/ICT)	1,150.00	1,650.00
Bldg Mgr--Facilities Management	22,000.00	0.00
Honorarium--Chairperson	9,999.55	0.00
Insurance--Office Bearers Liability	1,546.52	2,000.00
Insurance--Premiums	123,376.45	123,376.45
Insurance--Valuation	2,300.00	3,043.48
Maint Bldg--Building Wash	8,000.00	0.00
Maint Bldg--Building WOF (Compliance)	0.00	6,000.00
Maint Bldg--Fire Protection--Testing/Monitoring	9,020.29	2,950.00
Maint Bldg--General Maintenance & Disbursements	45,807.35	4,782.61
Maint Bldg--Health & Safety (Inspection/Report/Expenses)	0.00	1,970.00
Maint Bldg--Long Term Maintenance Plan	4,250.00	4,250.00
Utility--Rubbish & Waste Removal	16,332.60	18,163.08
Utility--Water & Wastewater	272.33	0.00
Total expenses	260,486.89	184,617.42
Surplus/Deficit	20,881.65	0.00
Opening balance	45,858.75	45,858.75
Closing balance	$66,740.40	$45,858.75

Contingency Fund

	Current period 01/03/2024-28/02/2025	Annual budget 01/03/2024-28/02/2025
Revenue		
1 Levies Due--Contingency Fund	4,869.56	4,869.57
Total revenue	4,869.56	4,869.57
Less expenses		
1 Contingency--Other Expenses	0.00	4,869.57
Total expenses	0.00	4,869.57
Surplus/Deficit	4,869.56	0.00
Opening balance	4,869.56	4,869.56
Closing balance	$9,739.12	$4,869.56

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Levy Positions - In Arrears
for the financial year to 28/02/2025

Body Corporate 582203

Lyall Bay Junction, 68-72 Kingsford Smith Street, Rongotai
Wellington

Operating Account

			Standard levies				Special levies				Interest		
Lot	Unit	Paid to	Due	Paid	Arrears	Advance	Due	Paid	Arrears	Advance	Due	Paid	GST due
7	7	14/02/2025	3,694.19	3,694.19	0.00	0.00	1,740.00	1,613.50	126.50	0.00	0.00	0.00	708.81
15	15	14/02/2025	4,500.97	4,500.97	0.00	0.00	2,120.00	1,993.50	126.50	0.00	0.00	0.00	863.60
23	23	14/11/2024	1,740.94	1,740.94	0.00	0.00	820.00	0.00	820.00	0.00	0.00	0.00	334.04
24	24	14/11/2024	1,740.94	1,740.94	0.00	0.00	820.00	0.00	820.00	0.00	0.00	0.00	334.04
34	34	14/02/2025	1,719.71	1,719.71	0.00	0.00	810.00	683.50	126.50	0.00	0.00	0.00	329.97
37	37	14/08/2025	4,755.74	4,755.74	0.00	0.00	2,240.00	1,120.00	1,120.00	0.00	0.00	0.00	912.49
49	49	14/02/2025	4,670.82	4,670.82	0.00	0.00	2,200.00	2,073.50	126.50	0.00	0.00	0.00	896.20
52	52	14/02/2025	3,036.03	3,036.03	0.00	0.00	1,430.00	1,303.50	126.50	0.00	0.00	0.00	582.52
			25,859.34	25,859.34	0.00	0.00	12,180.00	8,787.50	3,392.50	0.00	0.00	0.00	4,961.67
		Due Excl. GST	22,486.39				10,591.28						

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Outstanding Owners Report

As at 28/02/2025

Due	Lot	Unit	Owner	Description	Account name	Invoice amount	Unpaid
Body Corporate 582203				**Lyall Bay Junction, 68-72 Kingsford Smith Street, Rongotai Wellington**			
21/11/24	37	37		Lot 37: To on charge Argus Inv AI0088198, dt 20/9/24, Sprinkler works survey remedials. [Includes Strata Admin Fee $28.75 inc gst] (Due for payment 5 December 2024)	Maint Bldg--Fire Protection--Testing/Monitoring	799.25	799.25
21/11/24	49	49		Lot 49: To on charge Argus Inv AI0088198, dt 20/9/24, Sprinkler works survey remedials. [Includes Strata Admin Fee $28.75 inc gst] (Due for payment 5 December 2024)	Maint Bldg--Fire Protection--Testing/Monitoring	799.25	799.25
21/11/24	51	51		Lot 51: To on charge Argus Inv AI0088198, dt 20/9/24, Sprinkler works survey remedials. [Includes Strata Admin Fee $28.75 inc gst] (Due for payment 5 December 2024)	Maint Bldg--Fire Protection--Testing/Monitoring	799.25	799.25
24/02/25	37	37		Lot 37: Debt recovery DC 2	Admin--Debt Collection Fees	126.50	126.50
							2,524.25

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Additional Debtors Report

As at 28/02/2025

Due	Lot/ Ref	Unit	Debtor	Description	Account name	Invoice amount	Unpaid
Body Corporate 582203				Lyall Bay Junction, 68-72 Kingsford Smith Street, Rongotai Wellington			
13/02/25	59		Gibbons & Co	Lot 59: To on charge Argus Inv100441, Alarm Remedials $9,754.30. [Strata Admin Fee $28.75 inc gst] (Due for payment by 27 February 2025)	Admin--Unbudgeted Item	9,783.05	9,783.05
							9,783.05

BODY CORPORATE 582203
<u>PROPERTY AT 'LYALL BAY JUNCTION', 68-72 KINGSFORD STREET, RONGOTAI, WELLINGTON</u>

NOTES TO AND FORMING PART OF THE FINANCIAL STATEMENTS
FOR THE FINANCIAL YEAR 01 MARCH 2024 TO 28 FEBRUARY 2025

1. STATEMENT OF ACCOUNTING POLICIES

(a) Reporting Entity

These Special Purpose Financial Statements of ***BODY CORPORATE 582203,*** property at ***'LYALL BAY JUNCTION', 68-72 KINGSFORD SMITH STREET, RONGOTAI, WELLINGTON*** under s132 of the Unit Titles Act 2010, are prepared for the purpose of reporting to the Body Corporate members on the receipts and payments of the Body Corporate for the period. Under the Unit Titles Act 2010 the Body Corporate must present Financial Statements each year.

(b) Measurement Base

The accounting principles recognised as appropriate for the measurement and reporting of earnings and financial position on a historical cost basis have been used, except for certain items for which specific accounting policies have been identified.

The financials statements of the Body Corporate are prepared on a going concern basis.

(c) Specific Accounting Policies Base

The Financial Statements are prepared on a cash basis. The amount shown as Levies Due represents the full amount levied in the period, not the levies paid.

(d) Goods and Services Tax

The Body Corporate is ***GST registered*** and the amounts shown in the Financial Statements are ***exclusive*** of GST where applicable.

(e) Taxation

Income from Interest and Dividends are taxable in the Bodies Corporate hands. The correct tax is deducted at source or available by way of Imputation Credits. All interest/dividends are recorded net of tax.

(f) Changes in Accounting Policies

There have been no changes in accounting policies. All policies have been applied on basis consistent with those in previous years.

2. NOTES TO THE ACCOUNTS

(a) Capital Commitments

The entity has no capital commitments ***as at 28 February 2025.***

(b) Levies contained in the Statement of Financial Position

The entity has outstanding levies ***as at 28 February 2025.*** *(Please see attached Levy Position Arrears Report).*

All outstanding levies, late charges, their fees, and any other charges from the owners are being collected.

(c) Outstanding Owners' Invoices contained in the Statement of Financial Position

The entity has outstanding owners' invoices ($12,307.30) ***as at 28 February 2025.*** *(Please see attached Outstanding Owners Report $2,524.25 & Additional Debtors Report $9,783.05).*

All outstanding invoices, late charges, their fees, and any other charges from the owners are being collected.

(d) Other Receivable contained in the Statement of Financial Position

- **Receivable--Other-Operating** related to the duplicate charge on invoices AI003267 and AI0032568 from Argus Fire Protection from the previous financial year. A refund has been requested from Argus Fire Protection.

(e) Outstanding Accounts contained in the Statement of Financial Position

The entity has no outstanding accounts related to 'Debt Collection Fee and On-charge Admin Fees' to be collected and paid to Strata ***as at 28 February 2025.***

(f) Variances in Accounts contained in the Statement of Financial Performance

Operating Account - Revenue

- **Developers Contribution** related to lighting and security cameras.

- **Insurance Claim--Proceeds** related to a broken window for unit 48.

- **Levies Due--Special Levy** related to a special levy raised for several key maintenance services.

Operating Account - Expenses

- **Bldg Mgr--Facilities Management** was unbudgeted and related to the appointment of a building manager to be funded by the prior years' surplus as per the 2024 AGM Minutes.

- **Honorarium--Chairperson** was unbudgeted and related to payment of honorarium to the chairperson as per the Committee Meeting Minutes on 4th July 2024.

- **Maint Bldg--Building Wash** was unbudgeted and related to building washes carried out in November 224 and January 2025 by Lithium Building & Roofing Ltd.

- **Maint Bldg--Fire Protection--Testing/Monitoring** exceeded the annual budget due to the sprinkler and fire alarm survey and emergency light replacements.

- **Maint Bldg--General Maintenance & Disbursements** exceeded the annual budget due to signage, Oregon seats, documentation review & survey.

- **Utility--Water & Wastewater** was budgeted and related to water rates for the period 6 May 2024 to 4 November 2024.

INDEPENDENT ASSURANCE REPORT

To the Directors of Strata Title Administration Limited

We have undertaken a limited assurance engagement on the compliance of Strata Title Administration Limited's operation of the Trust Account for the two months ended 31 January 2025.

Conclusion

Based on the procedures performed and evidence obtained from the procedures we have performed, nothing has come to our attention that causes us to believe that Strata Title Administration Limited does not comply, in all material respects, with the following criteria for two months ended 31 January 2025

- The funds held for each of the entities under Strata Title Administration Limited umbrella can be identified within the Trust account;
- Receipts and payments are correctly accounted for;
- Appropriation of the funds is property authorised.

Basis for Conclusion

We conducted our limited assurance engagement in accordance with Standard on Assurance Engagements (SAE) 3100 (Revised) Compliance Engagements issued by the New Zealand Auditing and Assurance Standards Board.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our conclusion.

Strata Title Administration Limited's Responsibilities

The Directors are responsible for compliance of Strata Title Administration Limited with the applicable criteria stated above namely transactions correctly accounted for and charged to the correct entities within the Trust Account.

Our Independence and Quality Control

We have complied with the relevant ethical requirements of Professional and Ethical Standard 1 (Revised) relating to assurance engagements, which include independence and other requirements founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality, and professional behaviour.

In accordance with the Professional and Ethical Standard 3 (Amended) Forbes Audit and Accounting Limited maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards, and applicable legal and regulatory requirements.

Assurance Practitioner's Responsibilities

Our responsibility is to express a limited assurance conclusion on Strata Title Administration Limited's compliance with the requirement that transactions correctly accounted for and charged to the correct entities within the Trust Account, in all material respects. Our review has been conducted in accordance with SAE 3100 (Revised) to provide limited assurance that

Strata Title Administration Limited has complied with the correct accounting for transactions to various entities managed within their Trust Account. Our procedures included:

- An assessment of the Reporting Criteria, policies, and principles, with respect to their relevance, completeness, neutrality, and reliability;
- Assess to MRI software, which provides us with access trust account ledger of each of entities and access to archived invoices;
- An assessment of Strata Title's internal system to ensure the controls are adequate to size, business and criteria named above;
- At the corporate level, we have conducted interviews with responsible staff to assess the system of internal controls;
- At the corporate level, we have collected and reviewed supporting documents for the transactions sampled for testing;

Given the circumstances of the engagement, in performing the procedures listed above we: Through discussion, enquiries, and observation, obtained an understanding of Strata Title Administration Limited's compliance framework and internal control environment to meet the applicable criteria stated above namely transactions correctly accounted for and charged to the correct entities within the Trust Account.

Through discussion, enquiries, observation and walk throughs, obtained an understanding of relevant compliance activities that are undertaken to meet the compliance requirements, as required for the operation of the Trust Account.

The procedures performed in a limited assurance engagement vary in nature and timing from, and are less in extent than for, a reasonable assurance engagement and consequently the level of assurance obtained in a limited assurance engagement is substantially lower than the assurance that would have been obtained had a reasonable assurance engagement been performed. Accordingly, we do not express a reasonable assurance opinion on compliance with the compliance requirements.

Other than in our capacity as the independent assurance practitioners, we have no relationship with, or interests in, Strata Title Administration Limited.

Use of Report

This report has been prepared for the Directors of Strata Title Administration Limited in accordance with the criteria above. We disclaim any assumption of responsibility for any reliance on this report to any persons or users other than the Directors of Strata Title Administration Limited, or for any purpose other than that for which it was prepared.

Forbes

Forbes Audit and Accounting Limited
14 February 2025
Auckland

Kia Ora Koutou & Haere Mai to the LBJBC 2025 AGM

Greetings all and thank you for your time today at the AGM.
Unfortunately I am unable to be there in person due to a work commitment.

In my place some of my fellow BC committee members will talk through the Chair's report and be able to discuss the agenda items.

The last 6 months we've seen the continuation of the journey towards a high quality commercial business destination that reflects the investment we've all made.

We are now coming to a crucial point in our mission to ensure the Lyall Bay Junction Precinct becomes everything we envisioned when we invested .

We've achieved a great deal in the last year and I am very grateful for the dedicated work of several committee members, which has resulted in the implementation of various systems to facilitate the smooth functioning and utilisation of the LBJ precinct.

I took on the role of BC chair at the October EGM with a clear intention to relinquish the role at the AGM in 2025. I did this to ensure there was some consistency to the vital work the committee undertakes on behalf of all owners.

It's fair to say that much of this critical work is done in the background by a group of dedicated volunteer committee members who generously give their time whilst also running their own businesses.

I have been part of the committee since its inception and have seen many things proposed, initiated, progressed and completed. It has been a busy couple of years and I am now standing down with the knowledge that a great deal of work has been achieved for the benefit of you all.

However, the work of the Body Corporate Committee is never complete.
There are very important issues we face as a group that require dedication and commitment.
We need a new chair person to stand up and take the leadership to a new level.
I'd urge you to consider the role of Body Corporate chair (or the committee) and help direct the future of your investment in Lyall Bay Junction.

On behalf of the LBJBCC I would like to thank all those who have contributed to or supported us as we work towards resolving these matters and further improving our LBJ facilities and community.

In 2025 we must address some serious unresolved issues regarding deficiencies in the base build, particularly concerning water-tightness and how this will affect your unit value now and in the near future.

In October we had to raise a special levy from all owners during a difficult economic period for all New Zealanders and we are grateful that you honoured this commitment. This has allowed us to undertake the necessary work needed to keep the precinct operating as it should and to enhance the value of the complex.

There remains a proportion of this levy set aside for the foreseen and unforeseen costs that will need to be addressed in the next 12 months.

Today you will be asked to consider some of these issues and vote on a resolution that best reflects your position.
I'd like to suggest that together as a Body Corporate we can hold a position of power and some responsibility to act a collective versus focusing on individual needs and wants.

Base Build defects and Settlement
At the EGM in October 2024 a summary of the base build defects was presented and the BC agreed a Sub Committee would address defects and associated costs to remediate to the Developer, Lyall Bay Terraces Ltd (LBT) to negotiate a lump sum settlement.

After compiling independent building reports and costs to remediate, an email was sent to Kurt Gibbons 24th December 2024 outlining the issues and requesting a statement of their position. A verbal response from Managing Director Kurt Gibbons committed to a formal statement on their position by the end of January 2025.
This statement on their position was not received so a second letter seeking a formal response was sent 17th March.

The BC received an unsatisfactory response 31st March and there has been very little time for this to be appraised before the AGM pack is sent out.
Due to the nature of the complaints and the possibility of legal action we have been advised to limit comment at this stage in this communication. We intend to provide an in-committee update at the AGM and set out a pathway forward to address these matters. It is important that you attend the AGM if you wish to participate in this discussion.

Please see the attached defects reports and associated cost of remediation sent 24th December 2024 to the developers GibbonsCo. seeking a position statement.

Fire safety and Compliance
The serious issue of poor installation of Alarm and Sprinkler systems or poor or no installation of passive fire separation ceramic blanket between units was promised to be remediated by Gibbons Co the developers. After initial work stalled and a lack of response from the developers, responsibility for ensuring this urgent work to be completed and paid, was passed to the Body Corporate. All costs are to be passed on to Gibbons Co for repayment.

Thankfully the majority of work has been done to obtain our buildings' Warrant Of Fitness, which is a requirement for insurance purposes. Lloyd Richardson have confidence that this will be within weeks which will also include our 2025 – 2026 building WoF.

Insurance
We have secured a new insurance vendor in Vero saving a significant amount for the Body Corporate.

Building Manager Role
We have been very grateful to Lloyd Richardson Limited (LRL), our building managers, for their role in keeping on top of building issues and maintenance.
Based on the workload of LRL we will need to ensure we have sufficient budget to ensure they can cater for managing the complex.
Please ensure that any matters related to your building or maintenance is initially logged with Sean or Malcolm and your tenants have their details readily at hand.

Long Term Maintenance Plan
A comprehensive LTMP has been devised and agreed by the LBJBC to cater for future maintenance costs across the precinct. This 30 year plan allow us to address planned work within the period of 2025 – 2054.
The initial 10 year plan encompasses costs relating to repainting garage doors, exterior surfaces, car parking bays and building surveying.
This LMTP cost will be covered by an increased levy for all owners.

Embedded Power Network
Last year the BC had Tenco install a dedicated network at Lyall Bay Junction.
This is the stainless steel boxed gateway meter at the entrance.
An embedded network is an electricity market construct that enables a property owner to earn a return on the electricity network within their development - by bulk purchasing line charges from the local network company, whilst charging the electricity retail companies operating within the network the published charges.
At no additional cost to owners/ tenants this provides the LBJBC a future revenue stream. Based on the information provided, we forecast that this embedded network will generate ~$14,400 - $18,800 per annum in net profit.

Precinct Outdoor Lighting
We will be installing 4 solar powered outdoor lamps strategically within the gardens. These high quality lamps will provide a suitable aesthetic to the complex and also a safer and more enjoyable night time experience.

Security cameras
It has been determined that due to the high amount of existing security cameras that we have sufficient coverage of video for any events that may take place.
If there are any incidents that require extra security surveillance the LBJBC will explore additional camera options.

Rubbish
We have had to increase the budget for rubbish collection based on usage. This increased cost will be integrated into the forecasted budget for 2025/2026.
A reminder to please put out only the correct rubbish for collection as mentioned in the LBJ Facilities manual.

Building washes
As part of the updated building maintenance schedule we have increased the need dofr building washes based on the harsh south coast environment. You will be informed of when these will occur.

Garage door maintenance
For those unit owners with garage doors, Lloyd Richardson can arrange for servicing as required to be met at your own cost.

Dedicated power to the complex
In the original base build there was not a separate power source for any common property electrical applications. There soon will be a dedicated Body Corporate power source to the pumphouse which will allow new options for common property uses such as lighting or security systems.

Lyall Bay Junction Signage
A new revised signage manual has been developed. This is the second version and will guide owners and occupiers on what signage can be erected with and without BC permission.

Banner Flags
We have designed and will install the first 6 generic banner flags on the timber poles throughout the complex to help create awareness of the LBJ precinct and it's multitude of businesses.
There are more poles available for banner signs and therefore an opportunity to lease one for your business promotion. Please speak to the Signage Committee to understand the costs and requirements to advertise on a banner.

Unit Signage
We are fully aware of the need for suitable branding for businesses and there is Sub Committee set up to discuss signage options that sit outside the current policies.
The significant variety of LBJ unit location, frontage and the ability to display signage means this process has to be thoroughly considered before signage is decided and installed. Please be patient while this process is undertaken ensure you consult with the committee before applying signage to the exterior of your unit to avoid costly removal.

Carpark Signage
The signage manual has provided a clear policy for those who wish to install dedicated car parking authorized for their business. Please contact Watermark signs to have your compliant LBJ carpark sign made and installed.

Those units without a curb to install a carpark sign are eligible for a rubber wheel stop where a sign can be added for better visibility.

Footpath signs
Wellington City Council rules relating to signs on public footpaths are clear. On the KFS St frontage, a permit is required for sandwich boards and flags are not permitted.

One-way System
There still seems to be some confusion around this we may introduce further road marking in 2025 to clarify the system.

In the meantime please observe & educate others to this LBJ road rule, it is for everyone's safety and benefit.

HVAC & Plant Installations
A reminder that we have developed a robust HVAC and Plant Installation policy and guideline document. If you are intending to install any equipment, heatpump or anything that causes penetrations to the roof or exterior walls you must apply to the BC Committee for approval.

Please contact our facilities managers Malcolm or Sean from Lloyd Richardson for access to these documents or consult the Owner Portal via Strata the BC managers.

Carparking
The app based Karpark system for LBJ car parking management is still live.
The system is free, offers great flexibility and benefits all carpark owners in managing their parks. The system is especially useful to those who want their parks for their sole use as Karpark is able to enforce parking violations.

You would have received a welcome pack from Karpark please invest some time to set it up. Please pass this on to your tenants if they do not have a copy.
It is a great system, the more people who use it the better it will work.

Site Landscaping We have now largely completed the on lot landscaping with the installation of bench seating. There will be a planting top-up in early winter. Please feel free to water and weed the gardens to get them looking great.

Dogs on Site
A reminder about the responsibilities that come with owning a dog, as outlined in the WCC Dog Policy. To avoid stricter dog policies being put in place, if you bring your dog to LBJ, please do not let them free roam, keep them under control at all times and clean up after them immediately, including when in the gardens.

Offsite Landscaping Agenda
We are in discussions with the Wellington Airport and WCC regarding the improvement of planting, amenities and access through Leonie Gill Shared Pathway. No formal plans have been agreed and it’s a wait and see approach on what will be decided.

Leaks
After an up and down summer, leaks have still remained an issue for some. Please be vigilant in recording your leaks so that these can be presented to the developer for repair under the construction warranty.

Web & Social
Special thanks to Jane Fahey, Jane Blackmore and Tymone Winter who have been managing the LBJ social.

Thanks again to those who have stepped up and been part of getting LBJ up and running as a truly great South Coast business hub destination.

Yours Sincerely Alan Hucks Chair LBJBC

Strata Title Administration Ltd

bc@stratatitle.co.nz

www.bodycorporate.co.nz

Auckland Phone (09) 307 3721
PO BOX 3187, Auckland 1140

Wellington Phone (04) 974 1011
PO Box 384, Wellington 6140

Christchurch Phone (03) 925 8749
Unit 5, 71 Gloucester Street,
Christchurch 8013

Body Corporate 582203
Property at: 68-72, Kingsford Smith Street, Rongotai

As per Section 114(C) of the 2010 Unit Titles Acts, the Body Corporate Committee is to keep a register of all disclosed conflicts of interest made by the committee members.

Name	Unit #	Conflict of Interest	Date Lodged

Definition of a matter of interest:

- May derive a financial benefit from the matter: or
- Is the spouse, civil union partner, de facto partner, child or parent of a person who may derive a financial benefit from the matter; or
- May have a financial interest in a person to whom the matter relates; or
- Is a partner, director, officer, board member, or trustee of a person who may have a financial interest in a person to whom the matter relates; or
- May be interested in the matter because the body corporate's operational rule say so.

Strata Title Administration Ltd

bc@stratatitle.co.nz
www.bodycorporate.co.nz

Proposed Budget
to apply from 01/03/2025

Auckland Phone (09) 307 3721
PO BOX 3187, Auckland 1140
Wellington Phone (04) 974 1011
PO Box 384, Wellington 6140
Christchurch Phone (03) 925 8749
Unit 5, 71 Gloucester Street,
Christchurch 8013

Body Corporate 582203

Lyall Bay Junction, 68-72 Kingsford Smith Street, Rongotai Wellington

Operating Account

		Proposed budget	Actual 01/03/2024-28/02/2025	Previous budget
Revenue				
144900	Developers Contribution	0.00	9,500.00	0.00
142000	Insurance Claim--Proceeds	0.00	294.66	0.00
143000	Levies Due--Operating	249,925.04	184,617.40	184,617.42
143100	Levies Due--Special Levy	0.00	86,956.48	0.00
	Total revenue	249,925.04	281,368.54	184,617.42
Less expenses				
156200	Admin--Legal/Professional Fees	25,000.00	0.00	0.00
154000	Admin--Management Fees--Standard	16,924.55	16,431.80	16,431.80
152802	Admin--Prof. Fee--IRD Returns (GST/ICT)	1,650.00	1,150.00	1,650.00
154950	BC Contribution to Common Area Costs	4,500.00	0.00	0.00
182006	Bldg Mgr--Facilities Management	28,428.00	22,000.00	0.00
182500	Honorarium--Chairperson	10,000.00	9,999.55	0.00
159101	Insurance--Office Bearers Liability	1,700.00	1,546.52	2,000.00
159100	Insurance--Premiums	92,372.49	123,376.45	123,376.45
159200	Insurance--Valuation	2,350.00	2,300.00	3,043.48
161400	Maint Bldg--Building Wash	8,000.00	8,000.00	0.00
161600	Maint Bldg--Building WOF (Compliance)	6,000.00	0.00	6,000.00
164800	Maint Bldg--Electrical Repairs	5,000.00	0.00	0.00
165803	Maint Bldg--Fire Protection--Testing/Monitoring	5,000.00	9,020.29	2,950.00
167200	Maint Bldg--General Maintenance & Disbursements	20,000.00	45,807.35	4,782.61
162900	Maint Bldg--Health & Safety (Inspection/Report/Expenses)	2,000.00	0.00	1,970.00
170211	Maint Bldg--Long Term Maintenance Plan	1,000.00	4,250.00	4,250.00
190800	Utility--Rubbish & Waste Removal	20,000.00	16,332.60	18,163.08
191200	Utility--Water & Wastewater	0.00	272.33	0.00
	Total expenses	249,925.04	260,486.89	184,617.42
Surplus/Deficit		0.00	20,881.65	0.00
	Opening balance	66,740.40	45,858.75	45,858.75
Closing balance		$66,740.40	$66,740.40	$45,858.75

Operating Account

	Proposed budget	Actual 01/03/2024-28/02/2025	Previous budget
Total units of entitlement	10000		10000
Levy contribution per unit entitlement	$28.74		$21.23
Budgeted standard levy revenue	249,925.04		184,617.42
Add GST	37,488.76		27,692.61
Amount to raise in levies including GST	$287,413.80		$212,310.03

Contingency Fund

		Proposed budget	Actual 01/03/2024-28/02/2025	Previous budget
Revenue				
243000	1 Levies Due--Contingency Fund	40,000.00	4,869.56	4,869.57
	Total revenue	40,000.00	4,869.56	4,869.57
Less expenses				
254400	1 Contingency--Other Expenses	30,000.00	0.00	4,869.57
	Total expenses	30,000.00	0.00	4,869.57
Surplus/Deficit		10,000.00	4,869.56	0.00
	Opening balance	9,739.12	4,869.56	4,869.56
Closing balance		$19,739.12	$9,739.12	$4,869.56

	Proposed budget	Previous budget
Total units of entitlement	10000	10000
Levy contribution per unit entitlement	$4.60	$0.56
Budgeted standard levy revenue	40,000.00	4,869.57
Add GST	6,000.00	730.44
Amount to raise in levies including GST	$46,000.00	$5,600.01

LYALL BAY JCT.

LYALL BAY JUNCTION SIGNAGE RULES & MANUAL
VERSION 1.2 31/03/2025

This manual sets out guidelines and rules for applying exterior signage on Lyall Bay Junction (LBJ) Buildings.

As an owner or occupier of a Unit in the LBJ complex, it is important to understand the legal ownership of our buildings. All exterior surfaces, including window and door glass are common property (CP) and are not the legal property of the Principle Unit owner or their tenants (PUO). This means that how this property is used is at the discretion of the Body Corporate.

The Body Corporate accepts the need for business signage and endeavours to create signage rules that are fair, benefit all PUOs and deliver a consistent and appealing brand strategy across the LBJ site. In some cases, limited space is available for exterior signage, If you are in any doubt, consult the Body Corporate.

This manual describes a range of exterior signage options that a PUO may apply to LBJ buildings **without** requiring consent from the Body Corporate.

LBJ Building cladding and finishes are varied, ensure robust fixing points are available in your planned location. Fasteners must anchor into solid timber or concrete, screw fixing to cladding alone is not acceptable. All penetrations must maintain weather tightness and comply with NZBC clause E2, following Acceptable Solution E2/AS1.

All signage, signage installation and removal costs are borne by the PUO or occupier. Any costs incurred by damage to buildings caused by signage is borne by the PUO or occupier.

QUICK GUIDE

DO

- If you have any doubts, avoid expensive removal costs and ask your BC first. We are here to help.
- Read and understand the LBJ Signage rules
- Use LBJ Fonts and lettering sizes
- Use the LBJ colour palette
- Minimise screws, bolts or other penetrations into building surfaces.
- Engage a competent Licensed Building Practitioner (LBP) to install signs that screw, bolt or otherwise penetrate building surfaces.
- Use durable materials
- Submit a Site Specific Safety Plan (SSSP) to the BC for any work at height.

DO NOT

- Use glues or any other products that may leave residues on buildings, carparks or road surfaces.
- Mount signage to timber poles or aluminium Louvres
- Place Flags or Sandwich Boards on CP including carparks, roads, gardens or footpaths

MAKE GOOD

PUOs must remove and make good any signage or damage from signage on CP upon their or their tenant's termination of business or lease at their own cost.

1.0 DIRECTORY BOARD

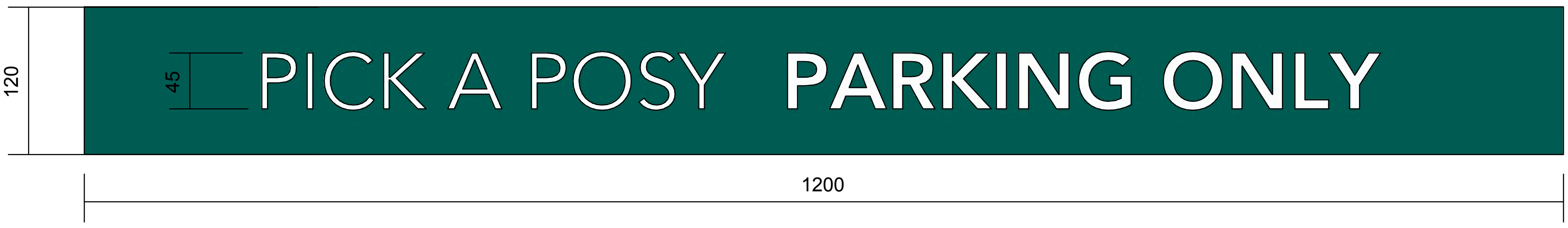
A PUO may have their business name included on the entrance directory board and map.
Font Avenir Heavy
Size Varies
Lettering Colour Pantone 1C Cool Grey
Background Colour- Pantone 3305C Dark Green
Preferred supplier Wilde Signs.

Notes; Long business names must be abbreviated to fit within the 245 mm.

2.0 CARPARK SIGNAGE

An owner or occupier may have a 1200 X 120 sign denoting their legal car park.
Overall size 1200w x120h
Material exterior printed vinyl wrap over 3mm acrylic
Fixing Stainless Steel Screw fix to concrete centred on carpark
Lettering must be all upper case
BUSINESS NAME Font Avenir Medium
PARKING ONLY Font Avenir Heavy
Size 45mm high
Lettering Colour Pantone 1C Cool Grey
Background Colour- Pantone 3305C Dark Green
Preferred supplier Watermark Signs.

Notes; Where there is no curb, sign may be fixed flat to carpark surface or mounted to a wheel stop.



3.0 GLASS WINDOWS & DOORS

An owner or occupier may apply removable graphics to any part of their windows providing content is not offensive in way deemed by the body Corporate.

4.0 DOOR NUMBERING

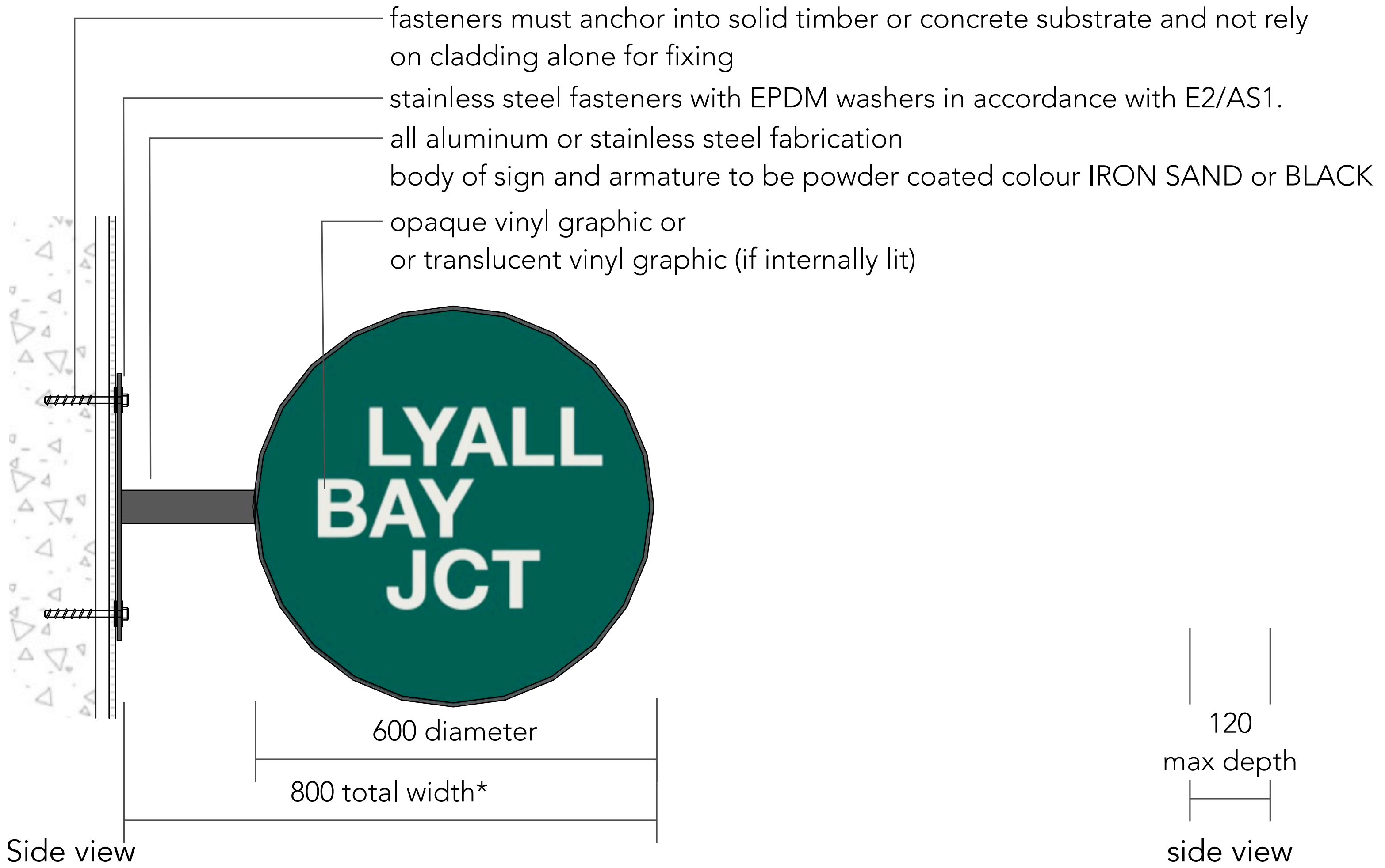
An owner or occupier may apply their unit number the primary opening door of their unit.
Lettering must be all upper case
Number Font Avenir Medium
Size 250mm high
Lettering Colour Pantone 1C Cool Grey
or Pantone 3305C Dark Green
or Resene Ironsand CMYK 64 58 58 36

5.0 ROLLER DOORS

An owner or occupier may not apply graphics of any kind to roller doors except where special permission is granted by application the Body Corporate.
Please see 10.0 for special signage rules for Units with Roller Doors.

6.0 PADDLE SIGNS

A PUO may mount one approved design paddle sign to their unit frontage subject to the specifications below. Signs may have internal lighting, noting that external conduit is not permitted and care should be taken to consider power supply.
LBJ Building cladding and finishes are varied, ensure robust fixing points are available in your planned location. Fasteners must anchor into solid timber or concrete, screw fixing to cladding alone is not acceptable. All penetrations must maintain weather tightness and comply with NZBC clause E2, following Acceptable Solution E2/AS1.
Dimensions 600mm diameter
Total width 800mm *please consult with BC if you require a longer armature
Material Aluminium or Stainless Steel. Mild steel and galvanised steel are not acceptable.
Finish IRONSAND or BLACK paint or powdercoat
Preferred Supplier George & Willy. Use this link https://nz.georgeandwilly.com/products/round-outdoor-shop-sign?variant=51641774539118 with discount code LYALL to receive a discount with G&W in 2025.

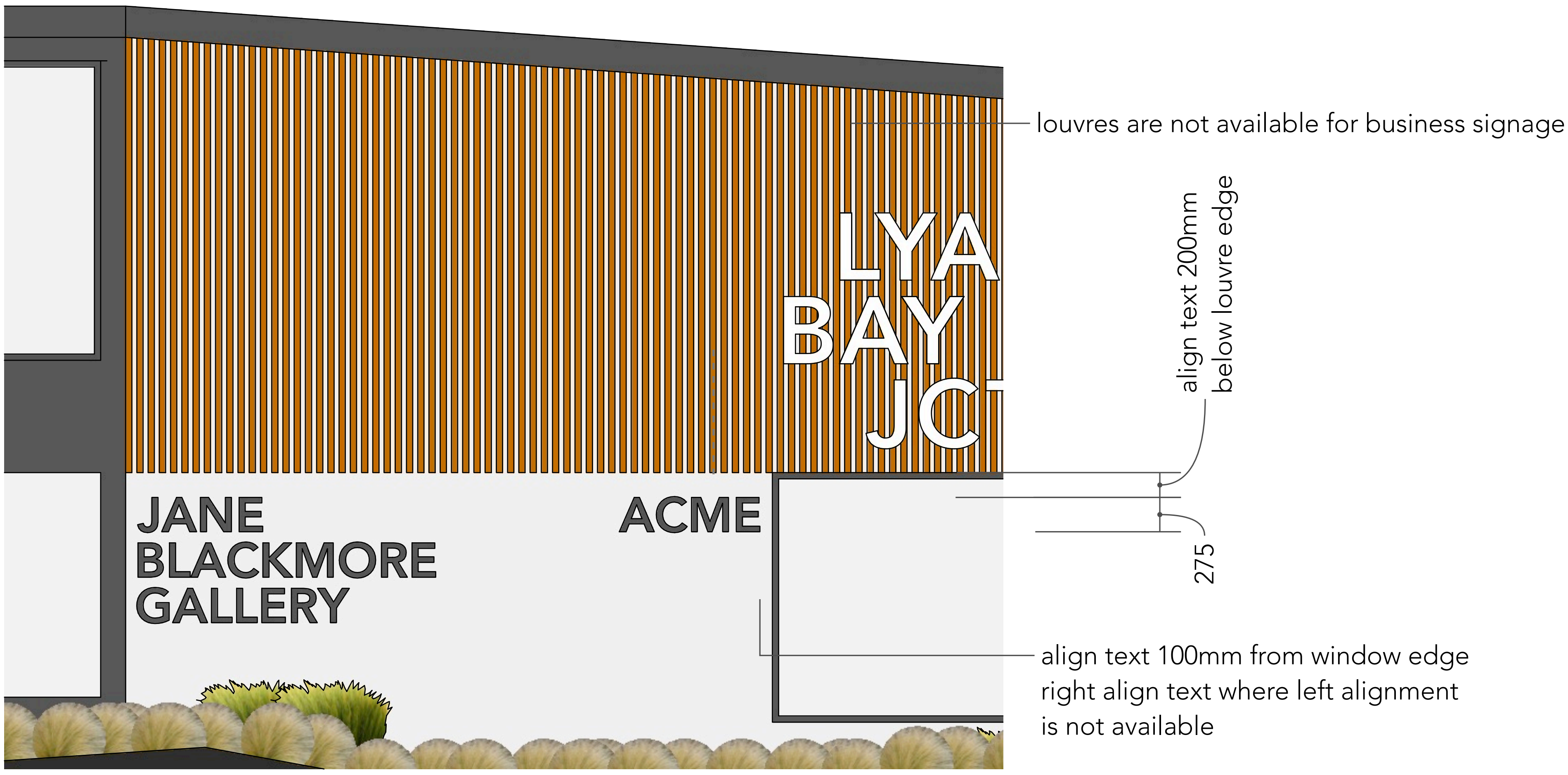


Side view position on building

7.0 STREET FACING SIGNAGE

Special rules apply to LBJ signage facing Kingsfordsmith St and Lyall Bay Parade.
An owner or occupier may have their brand or business name applied to the exterior surfaces of the buildings as prescribed below.
Font Avenir Heavy
Size 275mm high
Lettering Colour Resene IRONSAND
Method Sign Written by hand
Position as per diagram below.

Signage facing Lyall Bay Pd General Application



Signage facing Lyall Bay Pd where there are louvres

8.0 LOT FACING SIGNAGE

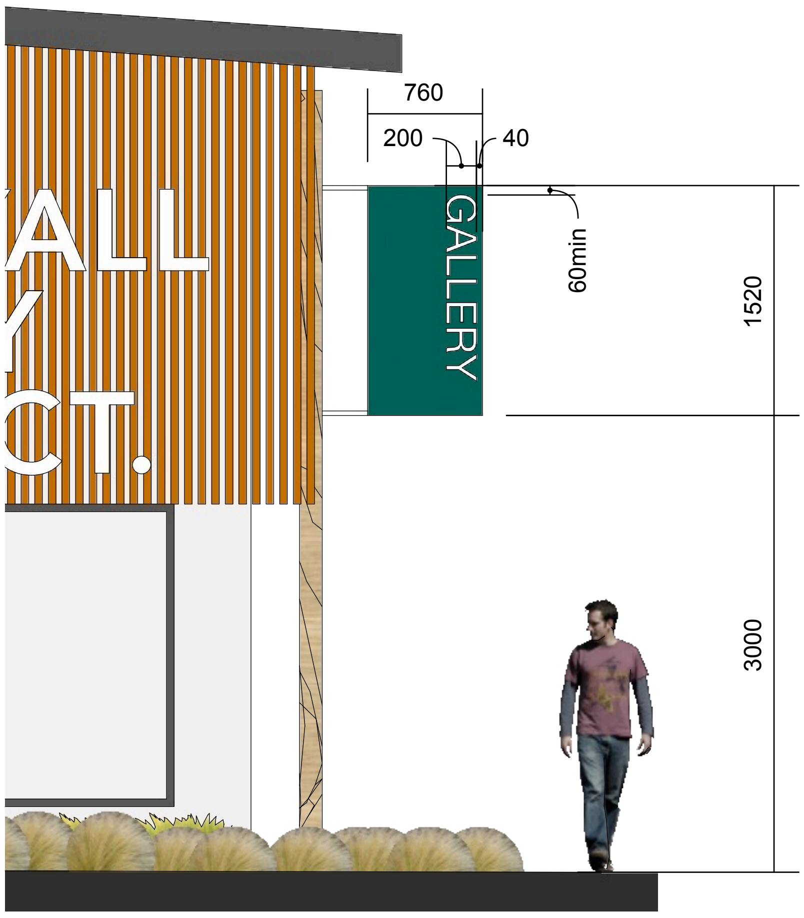
Rules apply to LBJ signage facing inward toward the shared driveway and private carparks of LBJ.
An owner or occupier may have their brand or business name applied to the exterior surfaces of the buildings as prescribed below.
Due to the varied, and in some cases limited realestate available for exterior signage it is best practice to consult your Body Corporate on signage positions.
Font Avenir Medium
Size 275mm high
Lettering Colour Pantone 1C Cool Grey
or Pantone 3305C Dark Green
or Resene Ironsand CMYK 64 58 58 36
Method Either Removable vinyl or Sign Written by hand
Suggested positions as per diagram below.

Signage facing LBJ Lot, Carparks and Driveway

9.0 BANNER FLAGS

Banner flags of the below specification may be mounted to the timber posts around the LBJ building frontages. banner flags are intended to convey generic advertising of goods and services within the precinct and are not to support individual brands or business names.
Banners may be purchased through the Body Corporate

Banner Size 760x1520
Colour Pantone 3305C Dark Green
Font Avenir Medium
Size 200mm high
Lettering Colour Pantone 1C Cool Grey
Vinyl print
Supplier Flag makers Ltd



Banner flags mounted to timber pole

10.0 SPECIAL SIGNS

In some cases the BC may approve special signs.
If you think your sign may be eligible for an exception to the LBJ Signage Rules please submit rationale, detailed plans, elevations and architectural renderings to the BC for consideration.

10.0 UNITS WITH LOT FACING ROLLER DOORS

Special rules apply to Units with roller doors that face inward toward the shared driveway and private carparks of LBJ.
A PUO may install a graphic panel above their roller to display their brand, tagline or services.
The panels are to be screw fixed to the building and allow for straightforward removal for building maintenance or when units change ownership or use.
LBJ Building cladding and finishes are varied, ensure robust fixing points are available in your planned location. Fasteners must anchor into solid timber or concrete, screw fixing to cladding alone is not acceptable. All penetrations must maintain weather tightness and comply with NZBC clause E2, following Acceptable Solution E2/AS1.
The panel(s) must comply with the specification below and be approved by LBJBC before installation.

Construction; vinyl-wrapped acrylic or other appropriate substrate, panels may be broken into sections to allow for material width limitations.
Panel width: equal to roller door width
Panel Height; 500mm
Background colour IRONSAND
Type & Logo Colour 1C Cool Grey

Roller Door Unit Signage facing Lot General Application

Lyall Bay Junction Defects List	QTY	UNIT	RATE		COST		REMEDIAL COST	POSSIBLE COST TO RECTIFY
1 Fire compliance								
Not accessible for site inspection.								
Understand this has been addressed and a process is underway to have this element inspected and signed off by a fire engineer								
2 & 3 Cracks in Boundary Walls - south and west elevations								
Noted in report as some remedial works undertaken but inspection of these has shown the repairs to date are not satisfactory								
rake out and remove all sealants applied	102.0	M	35.00	$	3,570.00	$	3,570.00	
scrape/grind coating at cracking to ensure cracks ar in coating not blockwork behind	152.4	M	65.00	$	9,906.00	$	9,906.00	
if blockwork is cracked engineer should inspect prior to repair		Note						
clean out cracks and repoint	102.0	M	25.00	$	2,550.00	$	2,550.00	
hydroplast to sills - entire sill will need to be redone to ensure weatherproofing	50.4	M	105.00	$	5,292.00	$	5,292.00	
Rockcote repair over repointed cracks incl colour to match existing	152.4	M	85.00	$	12,954.00	$	12,954.00	
mobile scaffold to access	4.0	weeks	480.00	$	1,920.00	$	1,920.00	
Further investigation								
Obtain details on what rockcote system was installed								
obtain inspection reports to ensure the correct system has been installed correctly								
Sto armat miral system specifed consist of								
StoLevell Novo/Levellite mineral render basecoat								
Sto armat render								
Sto glass fibre mesh								
Sto armat render								
Stolit render in selected colour								
StoColor or StoClear coating								
Rockcote equivalent - Rockcote Masonry render system consist of								
Hydroplast to opening sills and reveals maximum 2mm thick								
Base render - mono5 basecoat 3-5mm thick								
Fibreglass reinforcing								
Levelling render - mono5 level/second coat 2-3mm thick								
Sealer - resene limelock								
coloured texture - classico minimum 1mm thick								
Resene X200 finish								
Soudal Gorilla MS sealant								
Photos within Central loss adjusters report, in particlar photo 5 on page 10 showing damaged rockcote at the sill edge of one window shows the coating does not appear to have the required layers as noted above.								

Lyall Bay Junction Defects List	QTY	UNIT	RATE	COST	REMEDIAL COST	POSSIBLE COST TO RECTIFY
4 Corrosion						
sprinkler pipe and brackets under south canopy of units 23 & 24 corroded						
pipe moderately corroded, brackets severly corroded						
appears brackets not suitable for external use in that environment, pipework						
not suitable for use in environment						
isolate sprinkler system	1.0	Item	1500.00	$ 1,500.00	$ 1,500.00	
remove brackets and pipework	7.6	m	90.00	$ 684.00	$ 684.00	
replace pipework	7.6	m	280.00	$ 2,128.00	$ 2,128.00	
replace brackets	7.0	No	58.00	$ 406.00	$ 406.00	
scissor lift hire to access	2.0	days	340.00	$ 680.00	$ 680.00	
5 Corrosion						
pipe clips to wall mounted PVC pipe corroded						
clips installed do not appear to be suitable for external use						
remove clips	31.0	No	10.00	$ 310.00	$ 310.00	
replace clips	31.0	No	36.00	$ 1,116.00	$ 1,116.00	
scissor lift hire to access high level to end of block A	1.0	days	340.00	$ 340.00	$ 340.00	
6, 11 & 12 Roller Doors - premature corrosion and not labelled						
roller doors specified as metalbilt doors, Metalbilt have been contacted and have noted						
their doors are labelled and they have no record of the project. This indicates that the						
roller doors that have been installed are not as specified						
further investigation required into what has been installed and whether the installed						
product is a like for like substitution that meet the 15year durability requirements of						
claus B2 of the Building Act						
Immediate action						
Clean down all roller doors to remove salt deposits and access for corrosion damage						
general maintainence cost not considered remeial work						
Option 1 - remove the roller doors and install specified doors						
remove roller doors	25.0	No	700.00	$ 17,500.00		$ 17,500.00
replace doors	25.0	No	7749.00	$ 193,725.00		$ 193,725.00
Option 2 - 15 year maintainence cost of the installed doors						
clean down annually - general maintainence cost not remedial						
repaint every 5 years - 3 times over 15 years	25.0	No	2340.00	$ 58,500.00	$ 58,500.00	
mobile scaffold to access - 3 weeks every 5 years	15.0	weeks	480.00	$ 7,200.00	$ 7,200.00	

Lyall Bay Junction Defects List	QTY	UNIT	RATE		COST		REMEDIAL COST	POSSIBLE COST TO RECTIFY
7 bottom steel rail of doors corroded								
the bottom steel rail of the doors is already visibly corroded and needs to be treated to rduce the speed of corrosion								
wire brush to remove rust, rust prime and repaint with suitable coating paint manufacturer to provide specification to suit - likely to need an epoxy coating eg Uracryl or similar								
steel flat bar to personal access doors within roller door (3no)	4.5	M	120.00	$	540.00	$	540.00	
8 Screw fixing to downpipe brackets corroded								
screws used to fix bracket not suitable for location								
remove corroded screws — 2 screws per bracket, 3 brackets per downpipe	138.0	No	5.00	$	690.00	$	690.00	
replace with suitable screws	138.0	No	5.52	$	761.76	$	761.76	
scissor lift hire to access high level	5.0	days	340.00	$	1,700.00	$	1,700.00	

Lyall Bay Junction Defects List	QTY	UNIT	RATE	COST	REMEDIAL COST	POSSIBLE COST TO RECTIFY
9 & 10 Window Joinery						
Multiple issues outlined in central adjusters report relating to windows Firstly commercial APL product specified substitued to a domestic UNO product with a cost saving of $80,000 at time of construction.						
Varying standard of installation of windows, many not to an acceptable trade standard						
joinery sills have drainage holes that are below the concrete level, combined with the insufficient and closed off drainage gap will eventually allow water ingress						
Multiple joinery unnits showing signs of premature ageing torn and loose seals, corroded hardware, open gaps at corners corrosion on frames some windows have wind blown sand in the interior sills of a non opening window which indicates the window is not weathertight.						
Multiple locations of what apperas to be post construction sealant applied for reasons unknown, possibly to stop a leak						
Sill flashings as shown in consent plans - detail 6 sht A520 not installed						
Owner/tenant at unit 55 has raised also raised a number of concerns regarding the windows and their installation. The fact that the manufacturer has supplied a 2 year warranty for a product that forms a significant part of the exterior weathertight envelope is a concern that the prooduct installed is likely not suitable for the environment it has been installed in						
Further investigation required on the installation of the windows. May be a case of picking some worst case and best case examples, removing the windows to see what and how they have been installed.						

Lyall Bay Junction Defects List	QTY	UNIT	RATE		COST	REMEDIAL COST	POSSIBLE COST TO RECTIFY
High Level windows in blockwork							
remove two windows - one worst case, one best case	2.0	No	600.00	$	1,200.00	$ 1,200.00	
investigate installation	1.0	Item	2000.00	$	2,000.00	$ 2,000.00	
install sill flashings	4.8	m	98.00	$	470.40	$ 470.40	
reinstall windows	2.0	No	600.00	$	1,200.00	$ 1,200.00	
report on findings	1.0	Item	2000.00	$	2,000.00	$ 2,000.00	
scissor lift hire to access high level	5.0	days	340.00	$	1,700.00	$ 1,700.00	
remove all high level windows in blockwork	21.0	No	600.00	$	12,600.00		$ 12,600.00
grind to remove plaster around opening reveals	201.6	M	65.00	$	13,104.00		$ 13,104.00
apply hydroplast to all reveals	201.6	M	105.00	$	21,168.00		$ 21,168.00
install sill flashings	50.4	m	98.00	$	4,939.20		$ 4,939.20
reinstall windows	21.0	No	600.00	$	12,600.00		$ 12,600.00
apply rockcote finish to reveals incl paint to match	201.6	M	85.00	$	17,136.00		$ 17,136.00
air seals to windows	201.6	M	22.00	$	4,435.20		$ 4,435.20
install PC angle to exterior	100.8	M	28.00	$	2,822.40		$ 2,822.40
make good and repaint window reveals internally	201.6	M	65.00	$	13,104.00		$ 13,104.00
scaffolding to south and west boundaries							
Erect and dismantle	840.0	m2	28.00	$	23,520.00		$ 23,520.00
Wrap	840.0	m2	25.00	$	21,000.00		$ 21,000.00
Hire	10.0	weeks	1755.00	$	17,550.00		$ 17,550.00
Other External windows and doors							
check all other window jamb and sill finishing	552.4	M	15.00	$	8,286.00	$ 8,286.00	
address lack of flashing/weathertightness where required	1.0	Sum	20000.00	$	20,000.00		$ 20,000.00
scissor lift hire to access high level	10.0	days	340.00	$	3,400.00	$ 3,400.00	
Door threshold							
sawcut end of drainage channels to allow water to drain out	104.0	No	150.00	$	15,600.00	$ 15,600.00	
Sawcut concrete to create drainage channel accessible for maintainence	265.7	m	85.00	$	22,584.50		$ 22,584.50
break out concrete	265.7	m	75.00	$	19,927.50		$ 19,927.50
form channel to falls	265.7	m	120.00	$	31,884.00		$ 31,884.00
supply and install channel grate	265.7	m	480.00	$	127,536.00		$ 127,536.00

Lyall Bay Junction Defects List						
	QTY	UNIT	RATE	COST	REMEDIAL COST	POSSIBLE COST TO RECTIFY
13 & 14 Fibre cement cladding at window heads						
Fibre cement cladding panels install above windows on south and west elevation						
bottom edge not painted in most situations. This will allow moisture to be drawn into the						
sheets causing premature failure of the cladding panels						
multiple sheets are bowed and do not sit flush or straight, indicating in adequate fixing						
and in cases obvious signs of structure behind protruding further than required to allow						
panels to be installed correctly						
Manufacturer states cut edges should be primed immediately after cutting and exposed						
faces and edges should be primed and painted within 90 days of installation						
as 90 days since install has already past the manufacturers warranty on the installed						
product is currently void. As such any panels that have not been sealed should be replaced						
to achieve the warrnaties required for the project						
remove bowed, misaligned and unsealed panels	106.6	m2	75.00	$ 7,992.00	$ 7,992.00	
address structure behind to ensure panels can be fitted correctly	1.0	Sum	7500.00	$ 7,500.00	$ 7,500.00	
supply and install new panels	106.6	m2	240.00	$ 25,574.40	$ 25,574.40	
paint all exposed edges to ensure panels are fully sealed as required	106.6	m2	60.00	$ 6,393.60	$ 6,393.60	
scissor lift hire to access high level	15.0	days	340.00	$ 5,100.00	$ 5,100.00	

Lyall Bay Junction Defects List	QTY	UNIT	RATE	COST	REMEDIAL COST	POSSIBLE COST TO RECTIFY
15 & 16 Damp proof membrane at slab edge						
DPM at slab edge on south elevation has been cut back below ground level						
Render finishes at bottom of block wall leaving exposed slab edge exposed						
wet sand build up likley to cause water inigress through unseled edge of slab						
Western elevation DPM is still in place but loose along slab edge allowing water to						
sit between DPM and unsealed slab edge						
Rockcote detail shows starter strip for rockcote render sitting below the blockwork to slab						
junction. Blockwork should be in rebate at slab edge at least 50mm below internal floor						
level						
consent drawing detail 1 sht A500 shows DPM just below finished ground level						
Sto flexy lapping DPM by 50mm and extending 150mm above finished ground level						
with render system applied over Sto Flexyl to just below ground level						
Confirm detail with Rockcote prior to undertaking repair to ensure compatability between						
intended products						
remove sand built up against slab edge to below slab/block wall junction	129.2	m	75.00	$ 9,690.00	$ 9,690.00	
trim back barier on west elevation	44.2	m	15.00	$ 663.00	$ 663.00	
grind back lower edge of render to 150mm above ground level	129.2	m	65.00	$ 8,398.00	$ 8,398.00	
apply mulseal or similar tanking to exposed slab edge	38.8	m2	160.00	$ 6,201.60	$ 6,201.60	
install rockcote starter strip to rockcote detail	129.2	m	25.00	$ 3,230.00	$ 3,230.00	
apply rockcte render system and paint to match - ensure lap over tanking as required	129.2	m	85.00	$ 10,982.00	$ 10,982.00	

Lyall Bay Junction Defects List	QTY	UNIT	RATE	COST	REMEDIAL COST	POSSIBLE COST TO RECTIFY
17 Poorly installed fixings to poles						
one pole connection visibly not correct. Bolts installed are too long						
washers used on one bolt as packers, bolt is still not tight						
other bolt has no washers and nut is not tight						
remove fixings installed	2.0	No	18.75	$ 37.50	$ 37.50	
supply and install fixings to correct length	2.0	No	23.67	$ 47.34	$ 47.34	
check all other pole connections	66.0	No	15.00	$ 990.00	$ 990.00	
scissor lift hire to access	5.0	days	324.00	$ 1,620.00	$ 1,620.00	
18 Curbing installed at fence along western boundary						
raised curb prevents surface water draining from site increasing the liklihood						
of surface flooding in the carpark. With the low threshold nto the units this could also lead						
to water ingress into the building						
cut out kerbing at gap in fence to western boundary	1.5	m	400.00	$ 600.00	$ 600.00	
TOTAL CURRENT REMEDIAL COSTS					**$ 243,623.60**	
P&G - H&S compliance, temporary works, management and supervision	**15%**				**$ 36,543.54**	
TOTAL					**$ 280,167.14**	
POTENTIAL ADDITIONAL COSTS SUBJECT TO FURTHER INVESTIGATION						**$ 597,135.80**
Temporary protection/move and relocate tenant fitout as required	**Sum**					**$ 50,000.00**
P&G - H&S compliance, temporary works, management and supervision	**15%**					**$ 89,570.37**
TOTAL						**$ 736,706.17**

Lyall Bay Junction, 68-74 Kingsford Smith Street, Lyall Bay

My QS Consultants Ltd

55 Cuba Street, Petone

22 November 2024

My QS
Consultants Ltd

Lyall Bay Junction Body Corporate
c/- Sean Mullholland
Director
Lloyd Richardson Ltd/Property Management

22nd November 2024

Re: Lyall Bay Junction Defects List

Dear Sean,

Confirming I have reviewed the documents supplied relating to a number of defects issues at the Lyall Bay Junction Site on Kingsford Smith Street

- Central Adjusters Survey repor
- Defects Report List
- Stamped consented architectural drawings

A site visit was also undertaken on 2nd October 2024 to understand the nature and extent of issues raised in the Central adjusters report as well as access requirements to the various areas.

Below is a summary of the attached report covering the expected cost to remedy the defects highlighted in the Central Adjusters suvey report. I have split the costs into two categories

1. Immediate remedial costs to reduce the liklihood of further damage
2. Additional costs to rectify issues if the raised issues are as they appear to be

Immediate action costs total $280,167.14 excluding GST.
This covers remedial work that can be undertaken with minimal disruption to occupiers that will reduce the liklihood of further damage and includes allowances for access equipment where required

There are a number of issues raised that will require some further investigation, particularly around windows and exterior doors on what has been supplied and how they have been installed. If further investigation shows that products supplied are inferior to those specified or the installtion of these items is inadequate, there is likely to be significant additional cost incurred in rectifying the issues identfied in the Central Adjusters report

The total estimated additional cost relating to exterior windows and doors is $736,706.17 excluding GST
This figure includes full wrapped scaffold to south elevation and west elevation to ensure building remains weather tight whilst works are undertaken, as tenancies will be occupied whilst work is undertaken.

All costs are at current market rates for Wellington. Allowances have been made where required for anticipated works that may vary

Sums allowed for investigation and reporting on findings for the highlevel windows installed in blockwork
Sum allowed for work to flashings at other openings with full extent unknown until investigated further

Wellington
55 Cuba Street, Petone
www.myqsconsultants.co.nz
p. 04 568 6977

My QS
Consultants Ltd

My Experience

My experience as a Quantity surveyor is working on behalf of a number of material suppliers, main contractors, sub contractors and consultants since 1994 on residential and commercial projects throughout the greater Wellington region and around the country. Our client base allows us to regularly update construction costs from current projects which enables us to compile cost estimates and construction costs for projects with a high degree of accuracy.

My formal qualification is an NZIQS diploma in Quantity surveying achieved in 1994

I trust the attached meets your immediate requirements, however if you do need any further information please feel free to give me a ring or email

Kind Regards

Ciaran Clinton
Practice Manager
My QS Consultants Ltd

Wellington
55 Cuba Street, Petone
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Roof Inspection Report for Lyall Bay Junction (LBJ Complex)

Inspection Date: 15th November 2024
Inspector(s): Aaron Kerr (Kerr Construction (Wellington) Limited) and an independent roofing consultant

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Background

A detailed roof inspection was conducted to assess the installation quality, compliance, and condition of the roofing system at the LBJ Complex. The inspection followed multiple complaints from unit holders regarding leaks and installation concerns. Both inspectors hold Licensed Building Practitioner (LBP) licenses, ensuring a standards-compliant and professional evaluation.

Scope of Inspection

- **Visual Inspection**: Assessment of installation quality, alignment, flashing, and joints.
- **Material Integrity**: Verification of materials used against specifications and industry standards.
- **Structural Assessment**: Examination of supports and load-bearing components beneath the roof.
- **Weatherproofing**: Inspection of sealants, membranes, and water runoff systems.

Findings

1. Installation Quality

- **Roofing Sheets**:
    - Poor installation of sheets, screw patterns, pan flashing rivets, and sealant use. Confirmation from the roof supplier (Metalcraft) is required to verify installation adherence to their guidelines.
    - Barge flashings are uneven, suggesting obstructions caused by purlins or block party walls below.
    - Screw patterns inconsistent; many barges were cut into the trough sections of the roof, exceeding tolerances, increasing leak risks.
    - Some barge widths exceed the supplier's recommendations. **Reference**: Metalcraft Metcom 7 Flashings Guide.

- **Polycarbonate Sheets**:
  - Laid inconsistently with manufacturer specifications; immediate remediation required. **Reference**: Alsynite Sheet Installation Guide.
  - **Sheet Expansion**: No evidence of adherence to thermal expansion guidelines. Screws with profile washers must be installed through 9mm pre-drilled holes to accommodate temperature-related expansion (up to 8mm per 10m sheet).

2. Material Assessment

- Premature rusting on pan flashings and roof fixings stripped of protective coatings due to incorrect use of impact drivers.
- Incorrect rivets were used to secure flashings to roofing materials.
- Evidence of poor care during installation, including scratches, dents, and exposed non-factory cut edges.
- Potential signs of corrosion; consultation with the supplier is recommended to assess these areas.

3. Structural and Support Systems

- Screw patterns were not followed, and steel purlins were missed or entirely absent in certain areas.
- Lack of sufficient fixings raises concerns about the roof's integrity during high wind or extreme weather events. Confirmation of the correct screw pattern for the trapezoidal profile roof is required from the installer.

4. Weatherproofing

- Foam seals are absent from clear polycarbonate sheet laps, preventing proper weather-tight sealing.
- Some polycarbonate sheet edges appear to have had flashings installed post-complaints; contractor confirmation is needed.
- Ineffective water runoff due to improper sheet downturns for roofs with pitches below 8 degrees. Contractor must confirm the pitch.
- Sealants were used to fill holes where screws missed purlins, but this is inadequate and will deteriorate, leading to leaks. Sheets in these areas require replacement.
- Sealant type appears to be inappropriate (possibly not neutral cure or MS silicone), which could degrade surfaces it was applied to.

Recommendations

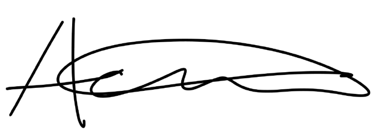
- Immediate repairs to all identified areas of concern.
- Involve the roofing material supplier for product inspection and assessment of installation practices.
- Engage an independent building surveyor to provide a comprehensive evaluation of the roof's durability and weather-tightness.

Conclusion

The inspection revealed significant deficiencies in the installation quality, posing risks to the roof's functionality, weather-tightness, and long-term durability. The following actions are recommended:

1. Engage the Roofing Association of New Zealand to investigate the findings.
2. Request the roofing material supplier to inspect the materials and installation practices.
3. File a formal complaint with the Building Practitioners Board against the roofers responsible for submitting Records of Work (ROWs) for the Code Compliance Certificate (CCC) application.

Prepared By:

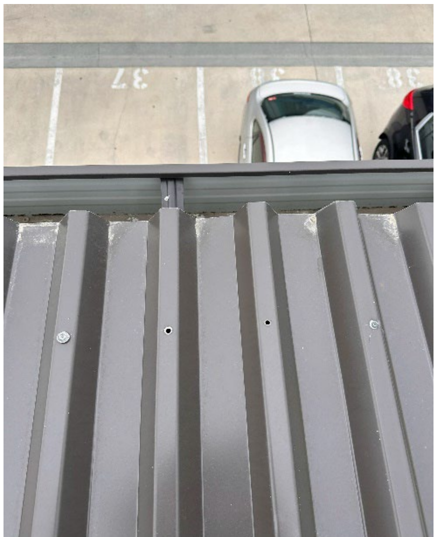


Aaron Kerr, LBP
Kerr Construction (Wellington) Limited

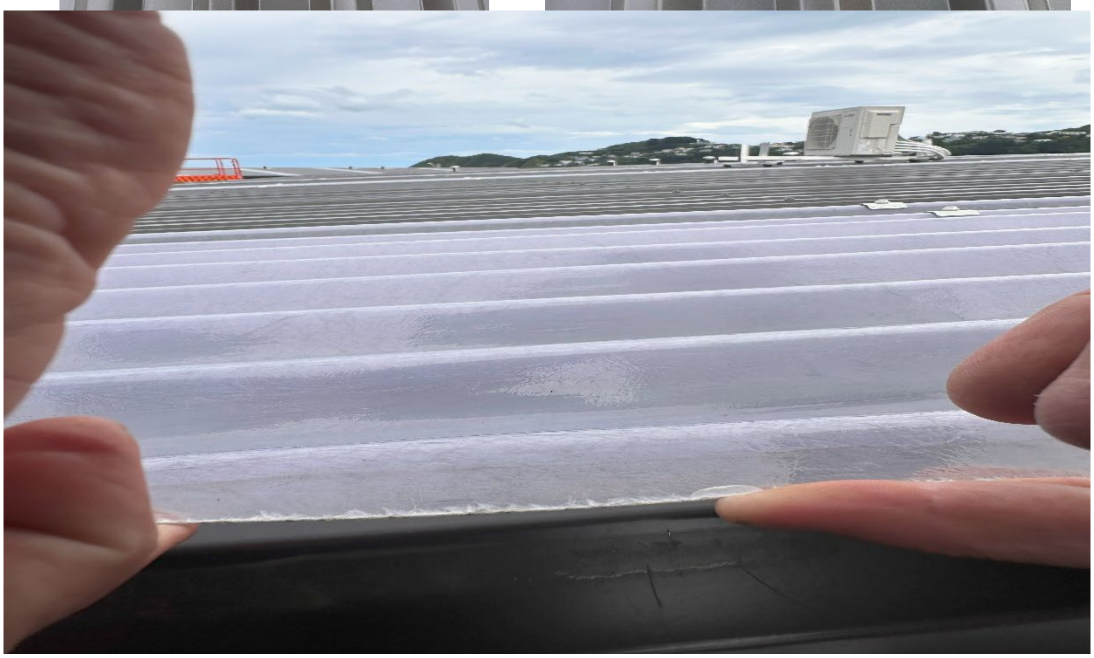
Barge flashing laid over obstruction in roofing substrate

Evidence of poorly applied sealant

Missing screws



Poor use of sealant to fix damage to sheet



Missing foam seal as per manufacturers nstallation guide- evident on all sheets.

Additional photos available , on request. Taking during inspection.

Central Adjusters (Registered Building Surveyor)
PO Box 17, 108
Karori
Wellington 0274 445486 E-Mail: Central-Adjusters@xtra.co.nz

24/07/2024

Lyall Bay Junction Body Corporate
C/- Mr Sean Mulholland
Director
Lloyd Richardson Ltd / Property Management
c/- seanm@flick.co.nz

Dear Sir

Ref: 68 – 72 Kingsford Smith Street Lyall Bay Wellington / Defects Report

Further to instructions received, I confirm that from the 17/06/2024 – 23/07/2024 4 site visits were undertaken to survey and better identify and understand the scope of the issues identified, that was able to be observed and reported on.

<u>Survey</u>

My survey was based on instructions received and was undertaken using visual observations of accessible areas.
An extension ladder was used to obtain access to several elevated locations but due to safety concerns this did not extend to the roof, which remains the subject of ongoing works by others.

Building

The building is a series of four buildings that were recently constructed under Building consent applied for in April / 2021 issued for the *Demolition of Existing Buildings and Construction of New Multi-Unit Commercial Block.* CCC issued by Wellington City Council for consent number SR 489417 dated 11/04/2023.

This means that at the time of my survey the building is for NZ building code clause B2 Durability purposes (which starts from the time of the issue of the CCC) 15 months of age.

The buildings consist of four separate blocks in total comprising 56 light commercial / retail / office units.
It should be noted the building is set on flat sandy ground but is located within meters of Lyall Bay beach which places it in exposure zone D as set out in NZS 3604 – I.E a corrosive coastal environment.
The location is rated as a “Very High” wind zone.

There is no residential accommodation and all blocks are linked into a complex by way of landscaped common areas which includes sealed access and carparking.

They are single storied buildings but are high enough to be fitted with a single mezzanine floor level.

Designs vary depending on location and intended use – I.E retail, office or light commercial.

Each unit forms an individual fire cell and the entire block is protected by a reticulated sprinkler system and fire alarm.

The buildings are constructed on a concrete slab and comprises Rockcoat textured concrete block construction with fibre-cement sheet on timber frames inserts and interior unpainted concrete block walls.

Cladding on non-boundary walls is a painted fibre-cement sheet (Plans indicate it is James Hardies Exo-tec) on a cavity with a rigid air barrier behind set on timber frames.

The steel roof (plans specify Coloursteel Max) and external steel gutters is low pitched and sits on steel purlins some of which haveeaves supported by timber posts. Clear panel roof sheets are also fitted.

Light commercial units include high access steel roller doors with insert single door access or units with separate side access doors and fixed glazing whilst retail units include shop front type glazed joinery with double opening doors.

During the construction phase the main feature joinery design involving entry exit joinery which the end use design rating was changed from a commercial series to a domestic grade profile during the construction process by way of an amendment No #01 made to the consented plans to change the joinery suite from Commercial APL Magnum Series to Total Aluminium (Uno Joinery) to what appears to be a modified sill residential grade joinery unit and to change the entry threshold design.

I note the following 1/22 email exchange to WCC prior the amendment to the consent
Hi David – We have changed the Plaster system as consented from Stow to Rockcote
We have also changed the Aluminum Joinery from an APL consented to Total Aluminum.

The principal change in design (although there may be others in respect of foundation ground levels) was to change from a flush entry to provide a 40mm lip in the joinery opening which in order to comply with fire requirements that 40mm had to be reduced by the installation of entry ramps and finished floor levels – although the actual level is higher than the required 20mm it was approved as compliant by WCC.

I also noted the threshold openings have had stiffening bars fitted to the 40mm sill.

The entry detail also included the need to lower threshold heights to prevent water entry and blockage of sill drains – as was identified in an email By Building Surveyor Mr Paul de Lisle 11/04/23 to WCC. Records are not fully clear but it seems that a thin strip of polystyrene that at the time was installed between the joinery and concrete presumably protective as part of the concrete path pour process has been removed with WCC approving the as built detail as meeting the minimum code compliant requirements (which includes the need for normal maintenance in order for continued compliance).
N.B - I note that "normal maintenance" required to ensure code compliance presumably would (given the design) need to include the removal of excess accumulated sand build up.

The fixed windows were designed and specified as APL40mm commercial series – it is possible they were installed as per plan (no markings were identified).

In respect of the steel roller doors, whilst plans indicated the manufacturer is Metalbilt I was not able to find any manufacturers labels or other detail to help identify the manufacture or expected durability performance.

Identified Defects

These are listed as follows: - (Narrative followed by section photos 1 – 60)

INDENTFIED DEFECTS

1, Fire Compliance

I am aware that the building has currently not obtained it's annual Building Warrant of Fitness (BWOF).
There are a number of issues cited by the Argest IQP inspector that require remediation or advice of material detail used before the certificate can be issued.

Some details have been addressed by way of installation of a fire door where required due to internal alterations providing access between units.

I am aware that the amongst other defects the principal defect is the completion of the fire separation between the tops of the inter-tenancy walls and the roof.

It is clear that as pointed out by the inspector the detail has not been built in accordance with the plan which required a fire-resistant blanket to be laid between the roof and the top of the wall and there are also gaps observed between any installed material.
It seems apparent that the top of the wall was trimmed manually to accommodate the positioning of the roof which has made the surface undulating with variable gap dimensions.

I confirm this has not been achieved and instead there is evidence that post installation of the roof the fire blanket material has been jammed into the small gap between the top of the wall and the roof on one side of the dividing wall only.

Because the Argest Fire report that failed is dated back in Nov/2023 I contacted the inspector Mr Mills to discuss.
It seems he has since November once attended site to meet various parties and discuss the issues but he advised he has heard nothing back.
He advised he has obtained slightly more information around materials used but that is about the extent of progress.

I discussed the issue of the gap between the roof and the Inter tenancy walls and he seemed to accept that potentially it was arguable what value that fire suppressant at that location in a sprinklered non-residential building provided and on that basis was agreeable to receiving and considering any report from a qualified Fire Engineer that might add some professional opinion on the matter of compliance with a specified system – in this case SS 15 *Other fire safety systems or features* which is the last item on the listed Specified Systems identified in the Compliance Schedule.
In that regard I noted that within an email from Gibbons group dated 4/24 it appeared that the fire engineer was happy with max gap of 20mm.

My view is, I would continue to place pressure on the developer to provide alternative professional opinion, or remedial solution and manage and rectify the situation to the extent the IQP is happy to sign it off.

2, Cracks in the Boundary Walls

- 2a Southern Boundary:

It was evident that cracks have occurred along the southern seaward boundary wall and there have been recent remedial works to grind and seal the cracks. – In the absence of other information this is likely caused by:
A, Settlement damage
B With two cracks being related to either water entry between the sealant and /or a stress related movement within the installed vertical movement control joint.

A, There are two “as built” sealed construction control joints which I have identified from Goggle maps photos taken during construction as movement joints that travel from base to roof.

The sealant within these joints has opened the result of water entry getting behind the sealant – it appears the top of the crack is plastered and painted with the painted sealant visible approx. 400mm below the roof.

No obvious water entry point could be observed but one would normally expect a consistent sealant line taken all the way to the top before the finished surface.
I note repairs do not continue all the way up the wall and do not seal visible openings above the repair.

B, The majority / remainder of the cracks that appear along the elevation, which I understand allowed water entry, extend down from the weakest point in the wall which is directly below the windows.
These cracks which extend from most but not all windows start as a horizontal crack across the top of the near flat window sill.

It is clear from the masking tape left in place that the cracks have been recently ground out and sealed.

N.B – I have no knowledge of the quality of the concrete block work.

Unfortunately, my investigation by accessing the window sill has identified that the sills which in some cases have reasonably wide cracks that allow water entry haven’t been ground out or sealed.
I.E the repairer hasn’t tracked or observed the cracks beyond what is visible from below the sill.
Some of the cracks are not linear in design and instead start as a series of stress fractures that eventually form a single crack line below – some but not all of these have been addressed.

As long as the horizontal sill cracks exist the building is prone to leak and water will travel behind the sealant causing failure of the adhesion.

It is clear that the work intended to undertaken is not complete and has been undertaken without the attention to detail required make this sort of repair work, as well as being left with the masking tape still in place and sealant not painted.

I note that as the sealant was painted as part of the finish and design any changes particularly those that travel through the green paint require paint to match and protect the sealant.

I also note that a sealant repair isn't actually a "like for like" repair for a new building – I.E the previous surface is a painted Rockcoat not a sealant reliant external surface which is akin to patch up repair.

N.B – its important that any repair is undertaken with skill by experienced applicators particularly so as to not affect the transition with the windows, thus affecting drainage or capillary attraction behind the frame.

N.B - Because the cause of the movement over the long length isn't confirmed it is possible other cracks will occur until the building stabilizes.

Are there foundation stability issues or is it simply settlement stress ?

- 2b, Western Boundary Wall

Damage is also identified to the Rockcoat plaster system on the Western Elevation in the block containing units 14 – 24.

It was clear that the plaster wall surfaces had been repaired to many of the corner of window openings primarily but not all, on the southern side of the window – indicating the most exposed corner to northerly rain.

I accessed one window opening on unit 17 where the Rockcoat plastered surface had obviously fractured and was bubbled. – I found that the flat window sills at the corners had not been adequately taken over the end of the sill / sealing the junction with the wall plaster allowing water to enter the back of the Rockcoat surface causing its rapid failure – I assume this is why the others had also failed prior to repair.

It is recommended that when this defect is repaired that all these window unit 14 – 23 are inspected closely and all the sills sealed correctly.

From a developer's perspective in addition to a normal contractual obligation to the Body Corporate this would also be a contractual warranty matter for the developer to attend to with recourse to the applicator's workmanship warranty.

1

The southern boundary wall still complete with masking tape evidence of crack fixing repairs

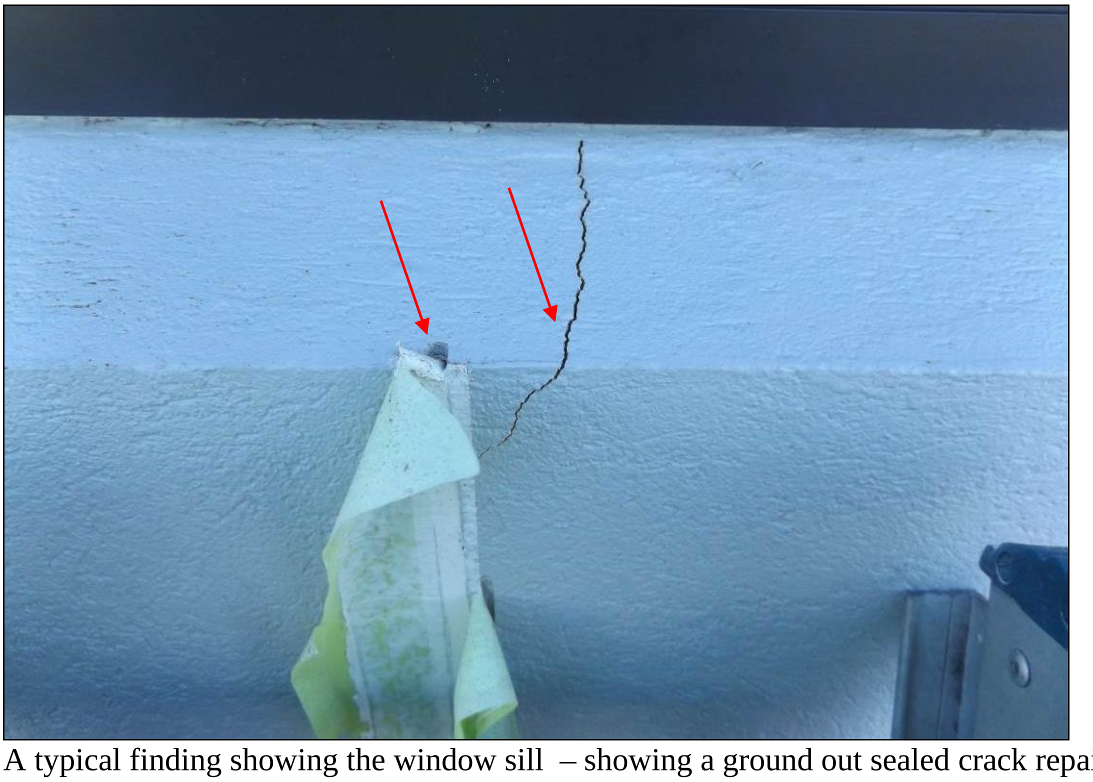
2

Showing the failure of sealant in a control joint that extends roof to floor – typically the result of moisture entry – There are two, both have failed in the same way – note only the lower portion was repaired (but unpainted) as evideneced by the masking tape !

3

The remaining cracks extend from window sills

4

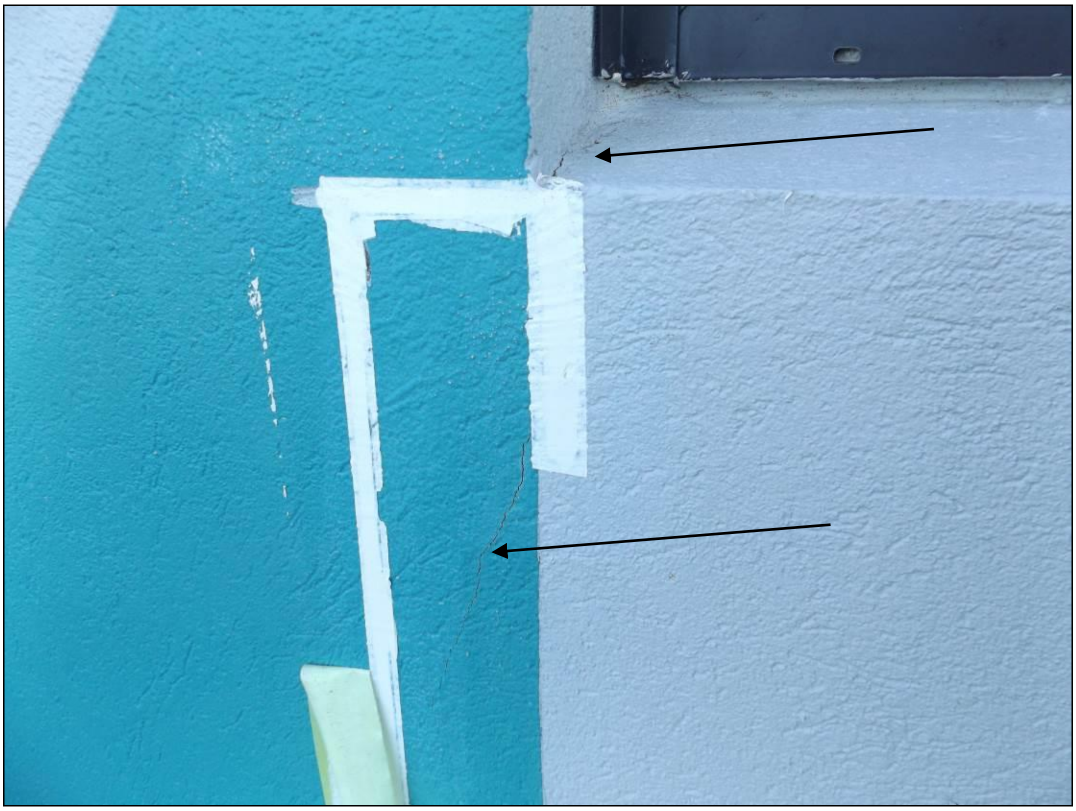


A typical finding showing the window sill – showing a ground out sealed crack repair – failing to seal the top of the cut and not repairing the crack in the sill that allows water down behind the sealant

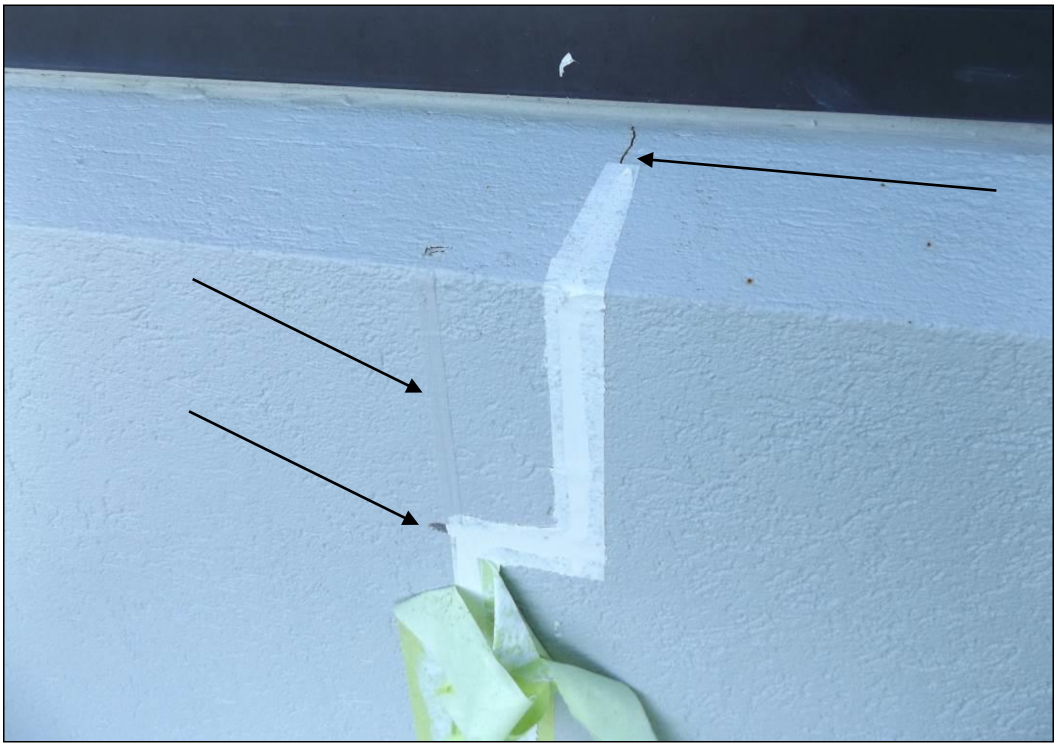
5


Showing damaged Rockcoat and a partially repaired crack on the outter edge of the sill

6


Another example of an unpainted repair – that hasn't addressed the top of the crack or the diagonal crack below

7

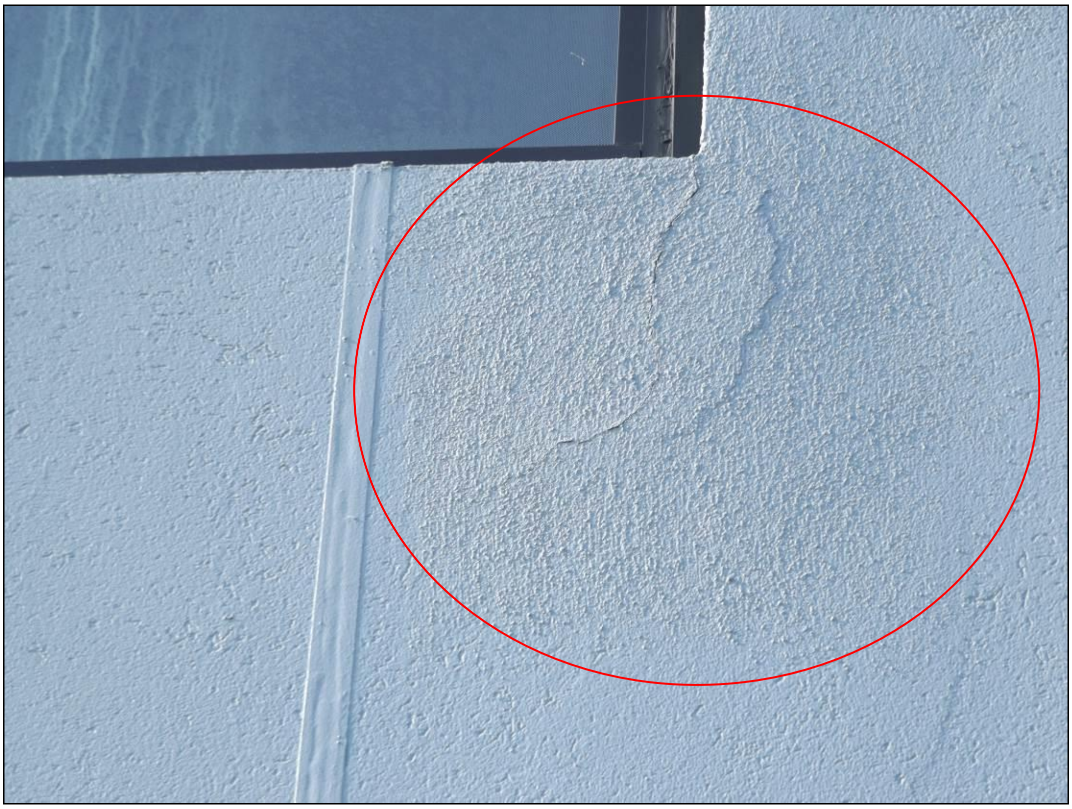


An example of an attempt to seal the sill crack but it has either cracked further since or it wasn't completed sufficiently – note the open end of a cut (it looks like an early repaired crack is also visible)

8

Western elevation boundary wall – showing evidence of earlier repair below window corners

9



Showing an area that has re-cracked after repair (repair noted by the shadow)

10

Showing the difference in materials and the ridge created by the repair and unsealed concrete allowing water to get down behind into the wall and behind the Rockcoat plaster delaminating it.

<u>3, Corrosion</u>

It is apparent that the location of the building is in a severe corrosion zone – accordingly all components are required to meet NZ Building code durability performance requirements set out in NZ code clause B2.

Most cladding or similar items with normal maintenance requirements (often set out by the product manufacturer) and (with the exception of easily replaceable sealants which require 5 years) require a durability period of 15 years.

Some hidden structural components require a minimum durability period of 50 years, such as steel framing, purlins, block walls etc.

It was identified that certain items have already failed to meet that requirement the result of corrosion indicating they are not durable or code compliant products.

I noted that two of these items relate to the sprinkler system.

- 1, Under the canopy of south facing units 23 & 24 the brackets that support the sprinkler pipes and heads are already corroding significantly.

  Also, the pipe itself appears to already have white sacrificial corrosion suggesting it's not durable enough for this exterior non-rain-washed environment.
  These clearly need to be replaced with a more durable bracket as failure to do so will inevitably result in a BWOF failure as well as sudden collapse issue. Pipe should also be addressed to provide a reliable durable system that has compatibility with the replacement brackets

- 2, On the northern rear elevation set in the void between the Brewery and units 1 & 6 there are 20 brackets that support a wall mounted PVC water pipe that is connected to the sprinkler system – the majority of the brackets are significantly corroded already having already lost all surface protection.

  These clearly need to be removed and replaced with a more durable bracket.

- 3, I noted that several of the steel roller doors have the onset of corrosion already forming on the paintwork by way of white accumulated salt deposits which typifies the start of the breakdown of the painted surface and resulting steel corrosions.

  It is possible that these deposit build ups might be removable – that would need to be tested but can be difficult given the nature of a segmented assembly.

  I noted I could find no door manufacturers branding with these doors or motors – consent documents specify them to be Metalbilt doors. My investigation with Metalbilt Wellington identified that their doors and motors are supplied with manufacturers labels and they don't have any knowledge of suppling the doors.
  They also indicated that in that location they have more expensive options that provide adequate durability of the finished surface.

  Given the corrosive nature of the location the doors should have a product warranty (E.G as evidenced by the Coloursteel Max roof warranty) found on file. I found none in the consent documents that confirms "with normal maintenance" the doors are durable as required by Clause B2 often NZ Building Act for a minimum of 15 years.

I also noted light corrosion forming on the painted steel bottom rail – this might be expected given the expected wear and ability to easily maintain if required.

- 4, - Whilst I couldn't identify corrosion on the main joinery, in many places there is significant salt deposits, setting in place the path to premature deterioration of the protective surface and the alloy behind

- 5, – Screws securing downpipe brackets were found corroding

11

Showing a corroded sprinkler bracket and the white and red corrosion forming on the galvanised pipe - Units 23, 24

12

Showing some of the 20 corroding brackets that secure a water pipe connected to the sprinkler system – northern elevation

13

Showing what appears as the formation of deposited salts onto the paintwork of a roller door located in an non-rainwashed area which are typically the 1st places to corrode

14

An example of an exposed door that has the formation of salt build ups and possibly early corrosion setting in through the paint – typically not fully removable because of the complex assembly including (as was visible) between the flexible segments and behind the door track

15

Showing the heavy salt build up observed on a south facing roller door – very difficult if not pragmatically impossible to fully remove

16

Showing the formation of corrosion into the bottom steel rail – demonstrating the corrosive nature of the location early into the life of the doors –but noting several others were similar- note the visible salt deposits

17

Showing an example of corrosion forming on a downpipe securing screw of which different types of fixings are observed

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4, Joinery and Installation

There are a number of different design details to reflect the intended use and location of the joinery units.

I have noted that the main joinery openings changed from the commercial APL magnum series to a more domestic range manufactured by Total Aluminium (Uno Joinery) .

That difference in design and build resulted in a saving of $80,000.00 as noted on the consent amendment documents.

I am not an expert in Joinery design, but my investigation with joinery manufacturers concluded the protection offered is likely only a powder coated surface and based on the observed miter joint detail is essentially entry level budget joinery which is not an appropriate product is such a harsh environment particularly a location that has threshold issues at ground level.

I am advised there are several protective locating levels available beyond the standard powder coated surface.
No contact has been made with Uno (Total Aluminium) in New Plymouth but their web site I noted is quiet on the actual product that they use. – That investigation can be left for any future needs if required.

I had noted and it has been commented by a joiner that the joinery has exposed drainage openings (cut through the powder coated surface) which it was advised that some joinery providers stopped using that system some years ago. It's use and principal defect in this location is that the openings allow entry of moist air, salt and sand and provides a cut edge for delamination of the coating and any corrosion behind to more easily occur.

The change in design also means that the openings have a reinforced step at the threshold which when used with the modified concrete ramp design detail satisfied WCC that the detail was NZ Building code compliant. – I would tend to disagree.

In addition to the entry having a small step of approx. 30mm the significant disadvantage is that the threshold heights rely on the bottom of the doors to be able to drain and dry so that the building stays weathertight and the joinery durable for the prescribed minimum period of 15 years.

I noted that those ground level units that are most vulnerable to windblown sand deposits which set into a grove they are difficult to be kept clear of sand deposits, already the small openings between the paving and ramp in some places are full of sand.
Sand was observed with the lower frame channels.

Beach sand is salt laden and in addition, when combined with storm blown salt water it is corrosive and unless kept clear from construction materials is expected to challenge the durability of the alloy joinery particularly those that extend below the threshold level.

This detail which amounts to poor design has the potential to void any manufacturer's warranty if there is a resultant failure. – Good design (or construction) would have ensured there was adequate height above ground level so that proper thresholds can be achieved and that might have included nib walls to reduce the glazing size (and cost) and raise the joinery above ground level.

I refer to the manufacturers literature (included) regarding warranties and maintenance guide lines. It appears that the location and high need for constant maintenance will be beyond the normal ability of occupants or owners that might become a warranty issue if the joinery or surface fails or other material corrodes.

I note this seems particularly relevant to units 53-56 where footpath to finished floor heights seem to be less than the expected differential threshold levels the further south the wall goes.

I found examples where it appears that the frames are at risk of premature failure by way of widespread visible white salt deposits (possibly early microscopic corrosion) appearing to be occurring on external mitred joinery joints and also on internal catches.

It concerns me that I am seeing what might be the early formation of deterioration so early in the materials required in-service life.

I note corrosion (like timber decay) tends to have an expediential deterioration curve typically not noticed until its well advanced.

I also noted that in this location the concrete paving extends to contact the end of the joinery and in doing so acts as a dam preventing drainage and the alkaline nature of the cement promotes the onset of corrosion and its location prevents normal drainage.

I noted in other locations such as along the inner southern elevation extending along from unit 1 the concrete in places has been taken up to and is in contact with the steel joinery surround panels.
The concrete needs to be cut back so as to not be in contact with the joinery frame or panels.

N.B - I noted examples where the sand has even built up to make contact with the base of the fibre-cement cladding that is terminated some distance up the wall.

I noted that on council file there is a report requested by a unit owner prepared by my NZIBS colleague Building Surveyor Mr Paul de Lisle 11/04/23 which was sent to WCC in which he outlines defects in the detail as then presented (Ref attached public record document).

In addition to the issue of potential corrosion issues I have identified that the lower fabric / rubber seals on many of the double opening doors have suffered wear and tear damage (ripped and torn) both on jambs and a sills suggesting that after a short period of their intended commercial use they have shown that as a component part of the stepped entry design they are not durable or fit for purpose also indicating the step contacts users of the building which was evidenced when on my 1st site visit I witnessed a shop owner semi tripped after hitting the step when exiting.

Whilst checking the rubber seals I noted that the double doors open with a centrally fixed operating lever. Although they worked, I was surprised at how wobbly and flimsy the rivetted componentry appeared resembling what felt like worn out mechanical assemblies instead of tight new assemblies. – Beyond the light stainless handles, the alloy fittings on the door were spotted white with early corrosion.

4a, Installation of Joinery

The joinery has been installed with variable systems depending on what type of material the joinery is to be set into. That might be concrete, steel surrounding panels, or fibre - Cement cladding.

Many of the exposed non opening upper-level windows are set into the concrete block openings and appear acceptably installed.

However other units are installed against the Exo-tec fibre cement panels or against large steel infill flashings that are set amongst fibre-cement sheets.

My concern is that the standard of installation is variable with several examples of inadequate attention to installation of sealant or inseal (rubber / foam strips) that sit between the steel flashing or fibre-cement sheet.
Included in this was the installation of a head flashing that barely extend past the line of the window

I found that the western corner of the building which houses Unit 35 which is large feature corner detail the joinery has been variably installed.

I found that head flashings haven't been made or installed to the normally accepted lengths of approx. 20mm instead have been cut within approx only 3mm of the window frame and the gaps into the cladding beneath haven't been adequately sealed.

Sealants that have been applied are not adequate to keep out the weather as I can insert a probe into gaps behind several of the applications.

Sand deposits are noted on the internal window sills of unit 35 – Likely blown through the exposed open drainage vent openings located on the window frame.

Sealant is observed to not extend up under covering flashings – instead stopping at the lowest flashing cover height, which in that environment is not sufficient to stop wind-blown uplift.

There are examples where the fibre-cement has not been adequately painted and undercoat or bear substrate is clear to see due to the thin top coat application.

The face fitted joinery is supposed to be fitted against the backing material using a flexible material that allows for movement and prevents wind and water entry.
This is intended to be placed behind the frame and provides that required protective seal, also securing and protecting the material ensuring maximum durability of that material.

I note that the unit 35 joinery is set against a fibre-cement and flexible steel flashing arrangement. – The flexible steel is in some places more flexible than others being able to be depressed with minimal force – such as strong winds. This also is a reason why the back of the windows must have the flexible backing material installed.

The flexible steel assembly is variably completed and appears to have been made to fit on site with variable quality of joints and junctions.

I was clear that the sealant instead of being installed on the rear of the window frame has been installed by running a thin bead down the exterior face of the jamb.
This was evident as it had already started to fall and could easily be withdrawn from the frame.

In respect of the joinery to the Exo-tec cladding this has been installed with a flexible foam behind the inspected windows – but I found that between unit 53 – 54 I found an example where the window instead of being set hard to the cladding was set out approx. 5mm from the cladding and it was possible to insert a chisel cleanly between the joinery and nearby cladding edge into the cavity behind.

The integrity of the foam will likely be all that maintains weathertight protection during wind and rain events.

Like the western corner, other examples could be found where the end of the head flashings had not been adequately sealed to the cladding to prevent water entering the cavity at the ends of the flashing.

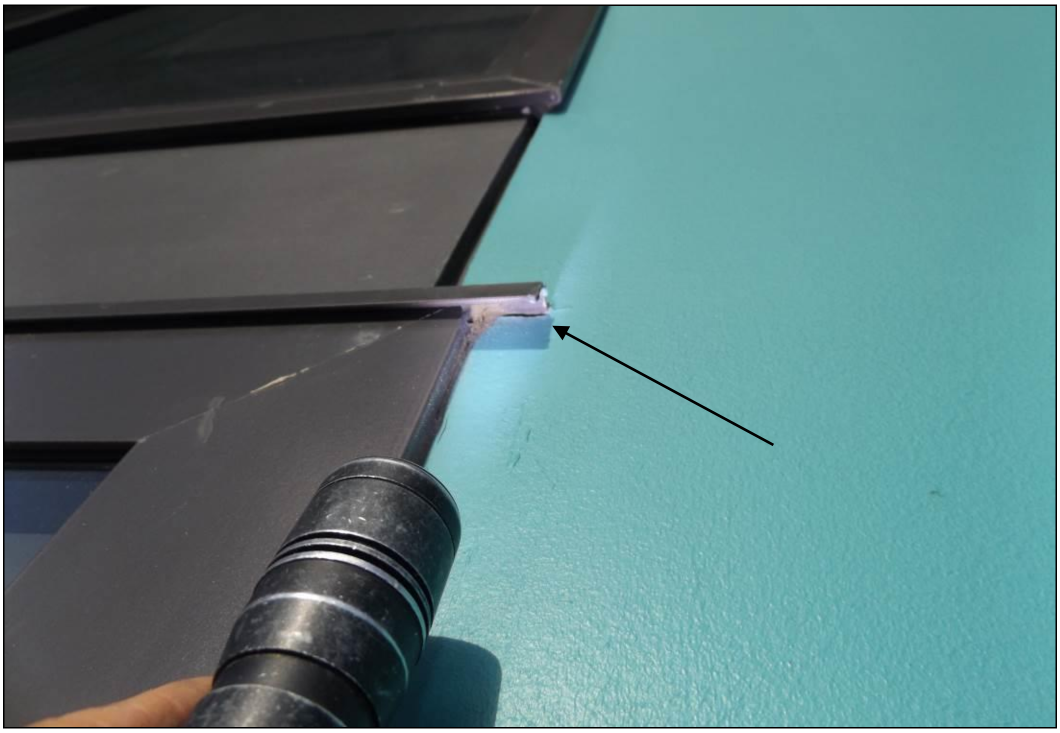
18

Showing typical upper level fixed window detail set behind particalboard lining into the block walls

19

Showing a lower level joinery unit set againt fibre-cement – showing the window set 5mm beyond the cladding with easy access behind the cladding if it were not for the relianace on the foam strip which is bearly secure due to lack of joinery pressure – unit 53- 54

20



Showing how the junction between the head flashing and the fibre-cement is not sealed to stop water and sand entering the cavity

21

Showing a common example where concrete is placed against the steel joiney flashing assemblies
Note the narrow seperation gap which the joinery sits down into

22

An example only - not only is the thin gap filled with accumulated sand but the concrete path is in direct contact with the joinery frames

23

An example of sand deposits filling the gap and general accumulation – its realistically very difficult for a Body Corporate or Indivdual owners to manage / maintain this sort of repeat occurance – an alternative raised threashold design would have been a great site specific improvement

24

Showing a gap between joinery and concrete – filled with wet sand – note the optional owner supplied ramp demonstrating the threashold lip

25

Showing a gap between joinery and path – which is blocked off preventing drainage of trapped water – or does it stop water entry ? because it looks like the finished floor levels in this location are set too low when compared to the surrounding land, road and paving – (southen corner)

26

To stiffen and protect the shape of the raised threashold alluminium sill a stiffening bar has been added to the front of the sill – showing the blocked draiange on the end

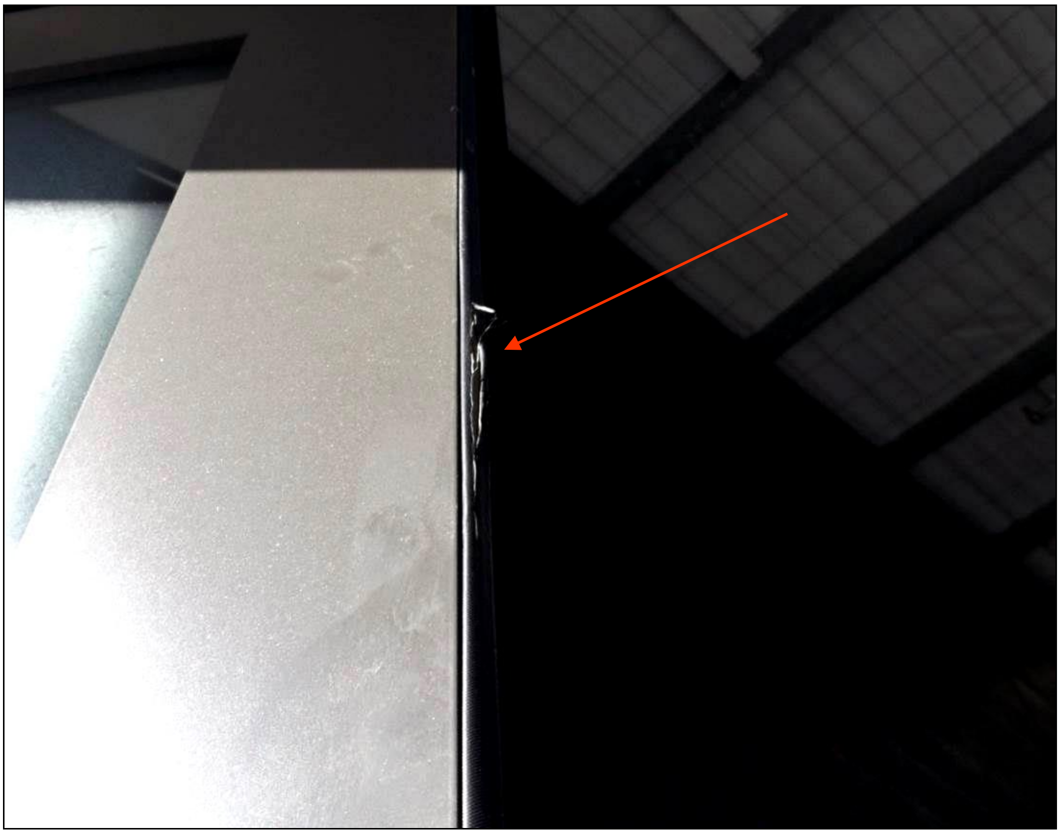
27

Showing “normal use” impact damaged door seal on the raised threashold sill, example only many others were found – note the sand building up in the channels

28

A torn rubber seal no longer able to stay in the track

29



A torn rubber on a door jamb, cause unknown, perhaps after striking the double door locking clasp

30

A double door fastening lever – In my opinion very flimsy engineered construction and noting the obvious formation of corrosion on the non-stainless part of the clasp

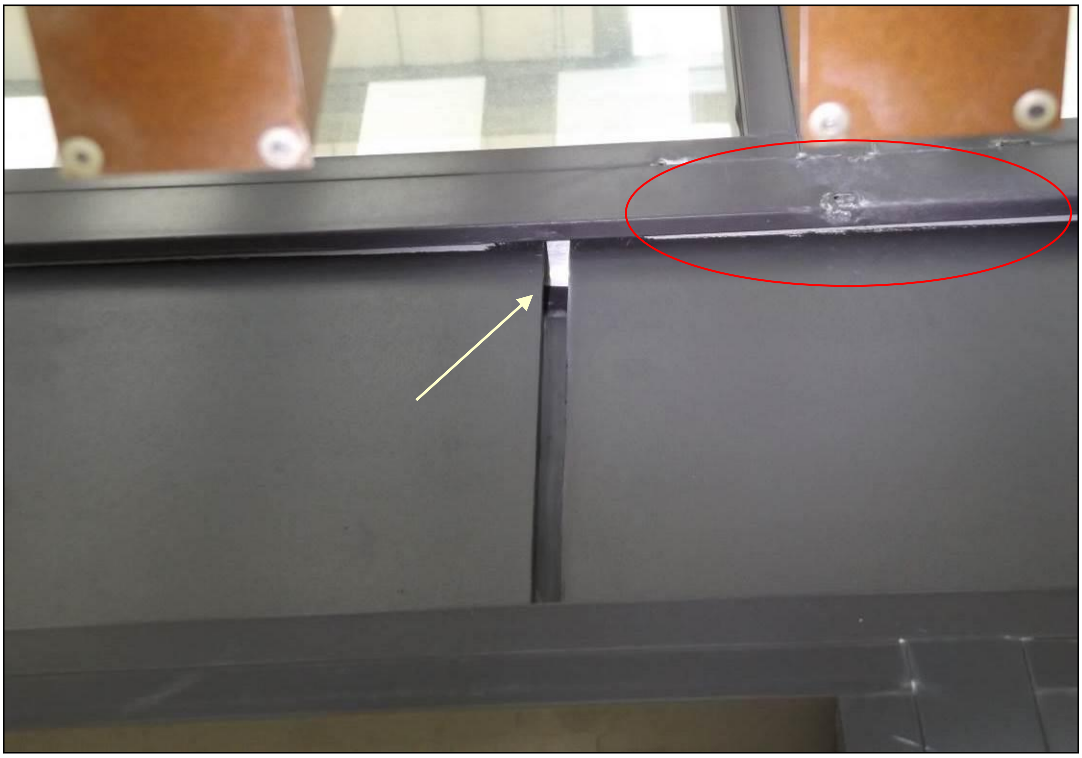
31

Noting salt deposits clinging to a mitred joinery junction – example only

32

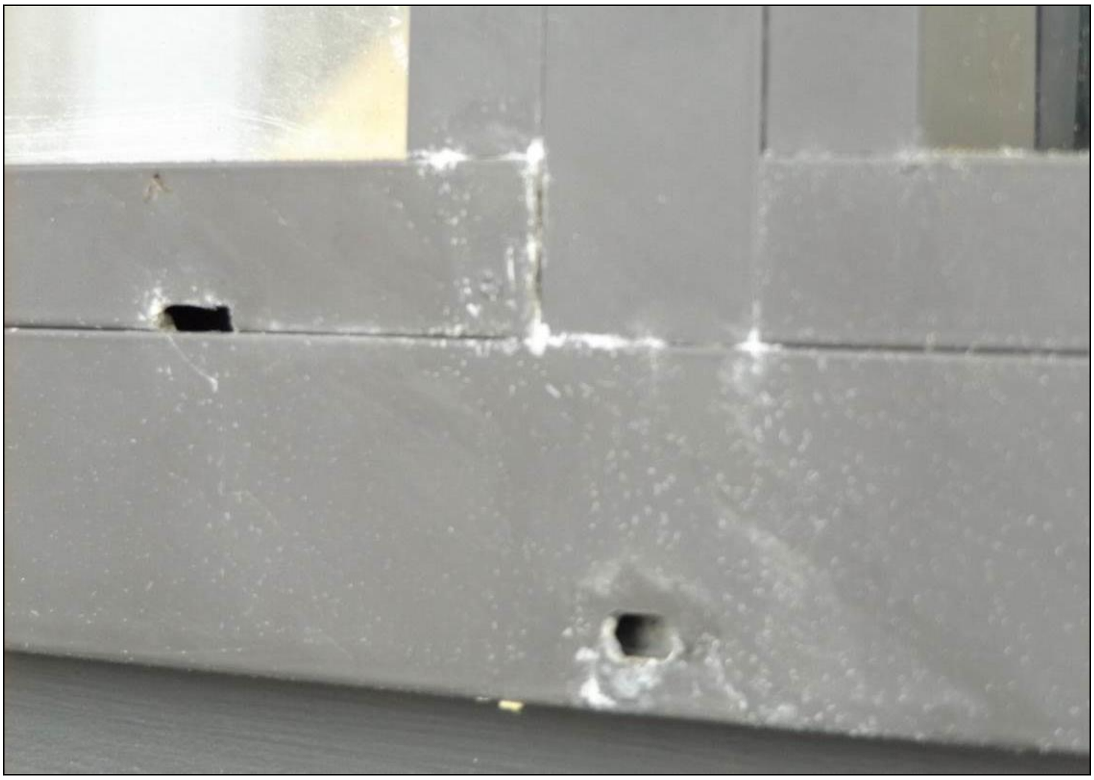
On the eastern elevation – showing a poorly jointed or racked joinery unit – salt ladden water and sand will enter the junction in every windy southerly rainstorm – indicates poor construction detail

33



Showing how sealant installed between joinery panels doesnt extend to close the gap and salt deposits clinging to the joinery frame

34



Showing corrosive salt deposits around drainage openings and joinery junctions – Manufacturer's recomemend washing of the joinery "at least" every month in similar locations

35

The large southern elevation western corner feature window assembly - Unit 35

36

The western large western corner window assembly – Unit 35

37

Showing sand on the southern elevation window sill – showing the non-opening window which when in that environment is not actually weathertight

38

Midway up the southern window showing poorly painted fibre-cement cladding panel and messy application of sealant - The reason it is applied is not known – maybe to stop a leak ?

39

Showing gaps behind the sealant as well as a gap above – also note the very short head flashing overhang

40

Showing a gap between the end of the short head flashing and the steel flashing panel beside

41

Showing poor painting but also gaps beneath the window sill – in this environment its not ideal Note the drainage gaps – again not ideal in a sand blown marine environment – eventually the joinery frame tends to fill with sand and also enters the interior

42

Showing a head flashing of "slightly" longer length with sealant roughly applied and a overlap jointed rather than one peice or a welded flashing assembly – southern window assembly

43

Showng an example of the unprotected exposed openings in the frame that are likely to contribute to wind blown sand entering the interior and frame

44

Demonstrating the likely lack of inseal behind the frame with reliance on only a thin bead of retrospectively applied external sealant – already failing to adhear to the materials

45

Western window – Bent flashing with reliance on sealant to provide protection to a bent joint – note the short head flashing detail and thin bead of sealant

46

Western window showing poor application of paint

47

Showing how easy it is to depress some of the steel to create a gap between the window frame and the panel- expect similar in high winds and rain – note how the thin exterior sealant has failed

48

An example of the lack of inseal or sealant behind the window frame – certainly not adequete detail for this particular wind and coastal environment – if my chesiel can easily enter so can water

<u>5, Fibre-Cement Window Head Panels</u>

On the southern elevation (units 46 – 36) above each window opening is set two fibre-cement panels that form the protective over hang above the joinery.
In addition to the poorly painted panels described above on the western corner – all of these panels have not had the bottom edge painted.
Whilst not a visual issue it means that the fibre-cement (which is water absorbent) is able to absorb water which reduces the durability performance of the sheet with the result the bottom edge prematurely starts to crumble.
It is possible (likely) the cut sides are also not painted but they were not fully accessible to observe.

The western elevation (units 14 – 23) where the same panel detail exists, unlike the southern elevation they have had the bottom edges painted, but the paint quality appears to be generally inadequate with a now tarnished appearance.
The sheets are noticeable bowed and not straight, neither do both panels always align with sheets having a bowed or twisted appearance.
This is in part because the folded metal bracket that sit behind the sheets do not align with the mid-point fixings which means the sheets don't sit true or flush.
Because some mid sheets joins are misaligned it suggests other fixing issues exist.

That indicates that the sheets have been pulled hard into the wall to secure sufficient to curve the sheets or in places possibly not securely fixed at all .

49

The southern elevation – showing the painted fibre-cement panels that act as the head covers for the windows below

50

Showing the bottom and likely the sides of the panels are unpainted

51

Showing the western elevation fibre-cement panels

52

Showing an example of the poorly painted and uneven non aligned panels

53

Showing an example of the proud brackets forcing the end of the panels out

6, Foundation DPM

The foundation has been laid with an orange plastic DPC (Damp Proof Couse Membrane) set under the concrete slab.

The upturn of the DPC or surplus material where it protrudes from under the concrete slab has mostly been removed on the southern elevation and is mostly still in place on the western elevation showing inconsistencies in the quality of the work undertaken.

The Rockcote plaster render has been taken down to the slab line and stops at a point approx at the slab block junction.
When on site there was some Body Corporate concern around the removal of the DPC on the south elevation.
I note that plans clearly show the option to leave in place "or" remove with the proviso "if" left in place the DPC must be taken up under the Rockcoat plaster system to close the system.

The concern in the southern elevation is that the mobile and ever moving nature of the sand dune currently only a short distance away from the finished wall will in a relatively short time accumulate against the unsealed foundation base allowing dense wet sand to allow water to wick into the base of the block and interior.
Regular maintenance by constant removal of sand deposits in an out of site location is not a realistic option and may also involve council owned land issues so management or even future access might be difficult.

It is suggested that at a minimum the unsealed base is coated in an appropriate water proofing compound – for example Mulseal – the intent being to make that base and bottom of the Rockcoat water tight and durable so that impractical maintenance isn't such an important issue.

On the western elevation – which is a dryer elevation without the same issue as the south, because water is able to pond behind the unprotected turned up DPM – I suggest simply trimming the DPC back to stop water collecting behind it.

54

Southern elevation - Showing the unprotected foundation and junction with the Rockcoat – note the sand and sand dune located to left of photo

55

Western elevation showing the DPM which is turned up but not taken up under the rockcoat – note the cheisel showing the access for water entry behind

7, Pole Fixings

I noted outside unit 55 one of the supporting timber poles hasn't been properly secured by nut washers and bolt.

The two bolts that secure the post to the bracket are defective.

Both bolts are two long with the thread not extending far enough along the bolt.

One bolt has three packing washers and is still clearly not tight, whilst the top bolt has no washers and has been wound on a far as the thread will allow, but is still well short of the post, meaning the assembly isn't adequately secured.
Others may be similar.

56

Showing the insecure pole fitting – noting the lack of thread length - Unit 55

8, Storm water exit point

I noted that the curb and channel paved surface is well presented and is drained via a concrete swale drain to grated stormwater pipes.

I also note that the reasonably flat carpark access areas although currently new and I assume is well drained, but I would think units are potentially vulnerable to extreme event storm water occurrence flooding (high tide storm or torrential down pours or typically includes blocked grate) by way of ponding and flooding rising water entry into the buildings.

It occurred to me that an obvious overflow exit point on the western elevation is closed by the continuous curbing.

The point being, by being proactive, simply by cutting a narrow opening in the curb facing the western lane, in the unusual event that flooding would otherwise occur, rather than ponding, and potentially water level rise above the curb, water will be free to flow out to the west and other existing storm water systems, the critical point is in doing so keeping the water level below the unit's floor threshold height (a normal practice with some deck or roof gutter drains).

58

Showing the area that might be able to act as an overflow exit point.

<u>9, Roof</u>

I did not access the roof, and understand roof minor issues are being addressed by others.

I note that on my 1st site visit at unit 55 water was observed dripping from steel purlins in the roof in proximity of a clear light roof sheet.

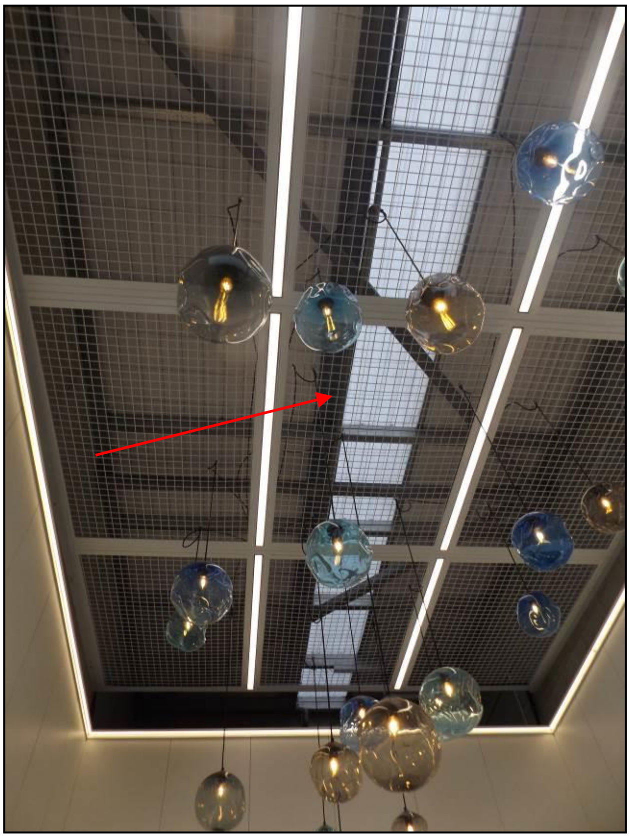
On my second visit maintenance staff were undertaking some observations of roof detail on the end of very long ladder on the central block.

I make the point that in that environment it is extremally important that the roof is maintained and remains weathertight thus avoiding the very real risk of the premature onset of corrosion into the supporting rolled steel purlins.

59

Unit 55 – showing the water on the floor from the leak

60



Showing the general location of the unit 55 leak via the clear light area

Recommendations

Other than what is included within the report I am not a designer and make no remedial recommendations:

The complex nature of the issue means that there are very few simple solutions and any remedial work mostly requires a considered design – E.G even the simple sealing of the concrete sills hasn't worked and has also used a material that is at variance to what it was constructed with.

Previous repairs appear to have failed.

Remedial design is a separate process and will follow consideration by the Body Corporate as to how the wish to proceed in a number of respects.

Summary

The author has no knowledge of the background of the build or design or historic or current performance issues.

I note that the build was to a large part managed / monitored by consultants.

The survey is a representation of what was observed at the time of the survey but there is likely to be other related issues not yet apparent or observed. No access to the roofs was obtained.

The building appears to have design and or construction defects that are significant in terms of both current performance and expected durability outcomes.

I note that such is the level of need, reasonable normal maintenance would be hard to practically achieve in such an environment and that has implications in terms of product warranties and must inevitably raise the question around adequacy of materials, design and construction.

There are many indications that the project detail / workmanship was of a reasonably low-quality including cost and finish standard but I note it was considered to be sufficient so that on reasonable grounds rightly or wrongly WCC were satisfied that the consented work was and would meet the NZ Building code and subsequently issued a CCC.

The building is set in a harsh coastal environment and it appears that many aspects of the material choice or design is incompatible with what might be expected in terms of expectations of long-term durability outcomes.
It is possible that even NZ Building Code requirements regarding durability periods might possibly not be able to be achieved, failures in the door seals have already been identified – time alone or early scientific material investigation will tell !

I trust the above information is helpful and if you have any further queries, please don't hesitate to contact myself.

Yours faithfully

Haydon Miller MNZIBS ANZIIF ACLA
Registered Building Surveyor

Disclaimers:
This report has been prepared **solely for the party to whom it is addressed** with respect to the particular brief given to us. No responsibility is accepted for the use of any information or advice contained in it in any other context or for any other purpose without our prior written agreement.

This disclaimer shall apply notwithstanding that this report may be made available to a local or regional authority and/or to the public in connection with any application for consent or pursuant to any legal requirement.

The author of this report where they use the singular phrase "I" or the plural "we", or similar, are referring to their role acting on behalf of Central Adjusters and not as individuals.

central-adjusters@xtra.co.nz

From:	BUS: BCLS Inspectors <busbclsinspectors@wcc.govt.nz>
Sent:	Wednesday, 12 April 2023 8:45 am
To:	Paul deLisle
Cc:	Jane Fahy; bill@wlcb.nz
Subject:	RE: SR 489417 Door Installation

Good morning Paul

Thank you for your email. We have saved your email to our file.

I have passed your email on to Chris Scott and Ricky Kernohan to review and reply.

Kind regards

Carol Timmins
BCC Administration Officer | City Consenting & Compliance | Wellington City Council
P 04 801 4311
E bclsinspectors@wcc.govt.nz | W Wellington.govt.nz |

MON	TUE	WED	THU	FRI
✓	✓	*WFH*	✓	*WFH*

In the Office = ✓ Remote Office = WFH

From: Paul deLisle <paul@insidedesign.co.nz>
Sent: Tuesday, 11 April 2023 4:19 pm
To: BUS: BCLS Inspectors <busbclsinspectors@wcc.govt.nz>
Cc: Jane Fahy <fahy.jane@gmail.com>; bill@wlcb.nz
Subject: SR 489417 Door Installation

Attn Chris Scott

I have been asked to review the installation of the entry doors at unit 55   68 -74 Kingsford Smith Street.
The purchaser has concerns that the installation is not compliant, and that the Code Compliance for SR 489417 should not be issued until the concerns below are addressed.

1. Environment
    a. The unit is in exposure zone D, and very close to Lyall Bay breaking surf.
    b. The entry doors are unprotected from any east sector winds, and will be particularly vulnerable to south sector winds.
    c. The unit will be exposed to significant amounts of windblown sand, in south sector winds.
    d. The door seals and drainage systems will need to perform in driving southerly rain.

2. Door Installation at unit 55 as observed 11/04/2023
    a. The unit has a double inward opening aluminium door and sidelight.
    b. The concrete pavement outside has a 2.3 degree slope away from the building. The pavement has been finished 20mm below the door section threshold.
    c. A thin strip of polystyrene has been used to separate the concrete from the door joinery, however no separation was observed around the northern door mullion
    d. Internally the concrete floor slab was 35 - 40 millimetres below the door threshold.
    e. Drainage holes have been provided in the door sill. These holes are below the level of the external concrete paving.
    f. As the concrete has been poured to within 20 mm off the top of the threshold, it is unclear what provision has been made for the water to drain.
    g. As there is no access to the bottom drainage holes, It will be impossible to clean the door drainage system.
    h. Furthermore, given the amount of sand likely in the area, a blockage is almost inevitable and this will result in water entering the unit.

3. Compliance
    a. Unit 55 is a commercial unit and therefore needs to comply with NZBC Clause D1 Access Routes. Clause 1.3.2 requires a threshold weather stop no more than 20 millimetres above the threshold finished surface. The installation complies with this requirement externally, and following the installation of a floor an overlay, will be close to complying on the inside.

    b. The installation must also comply with
        i. NZBC clause E2, external moisture. Clause E2.2 Requires buildings to be constructed with adequate resistance to penetration by, and the accumulation of moisture from the outside. And
        ii. NZBC close B2, durability. Clause 2.3.1 Requires that building elements must with only normal maintenance continue to satisfy the performance requirements of this code for the specified or intended life of the building.

4. Concerns
    a. The door Installation is not appropriate for the location
        i. The installation is likely to void any door manufacturer's warranty.
        ii. The installation does not allow for access for normal maintenance of the door drainage system.
        iii. Has been installed with aluminium in contact with green concrete.
        iv. Will result in failure under E2 & B2.
        v. Refer to attached photo report for further explanation.

    b. In addition to the door issue, there is a significant defect at the cladding transom junction on the northern side, as the back of the cavity is clearly visible. (Refer attached Photo)

    c. The Code compliance should not be issued until the above concerns are addressed.

Please review these concerns and advise.

Attached

- Photo Report.

Regards
Paul

Paul de Lisle
Inside Limited
MOB: 021 648 209
PO Box 9173, Wgtn 6141 / 8 Tennyson St, Wgtn 6011
www.insidedesign.co.nz
Registered BUILDING SURVEYOR

Inside Ltd
8 Tennyson Street, Te Aro,
Wellington, New Zealand
04 385 2533
www.insidedesign.co.nz

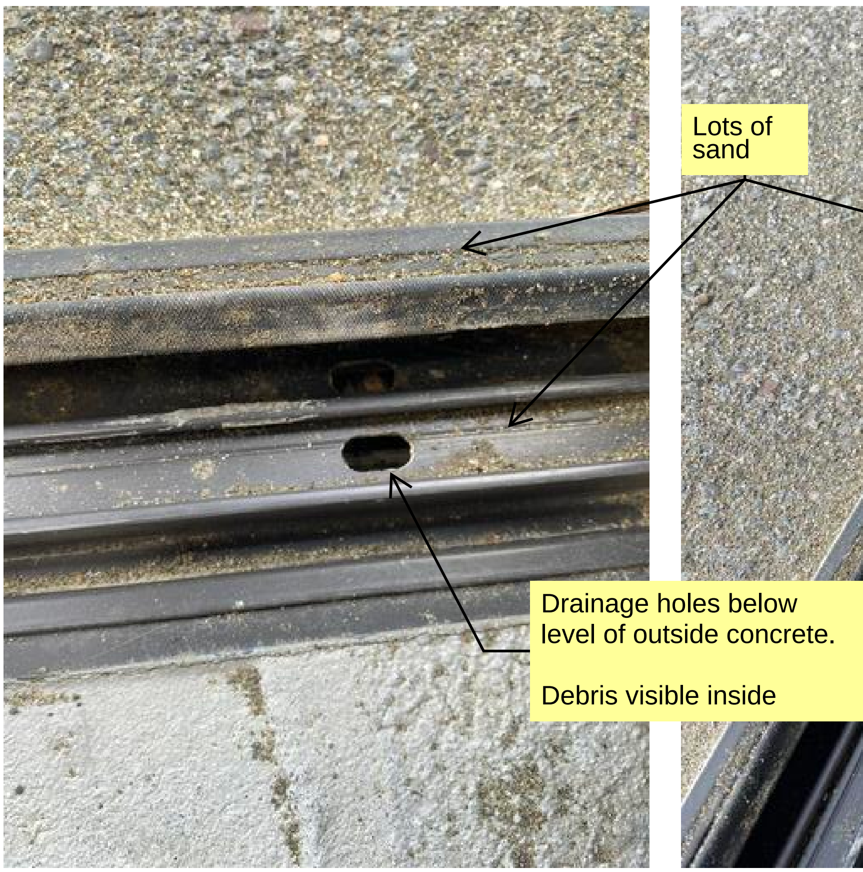
SR 489417 - Unit 55 68-74 Kingsford Smith Street

Prepared by : Paul De Lisle

11 Apr 2023

Description

Door installation Concerns



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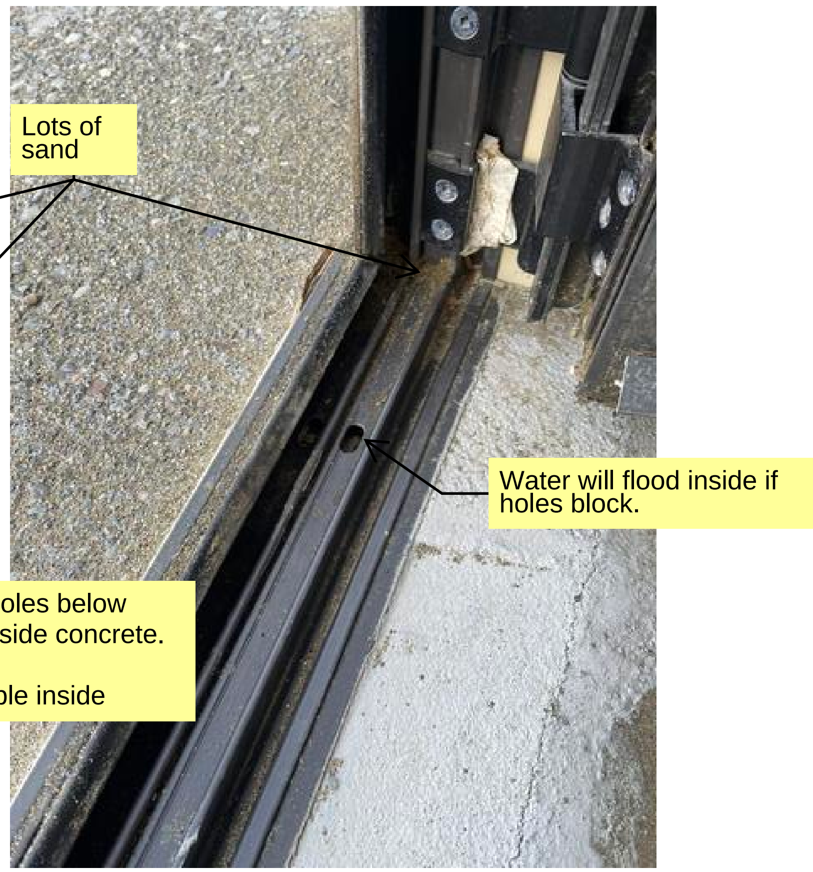
11 Apr 2023 12:13 pm
Added on:
11 Apr 2023 12:13 pm
Added by:
Paul De Lisle



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11 Apr 2023 12:08 pm
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11 Apr 2023 12:08 pm
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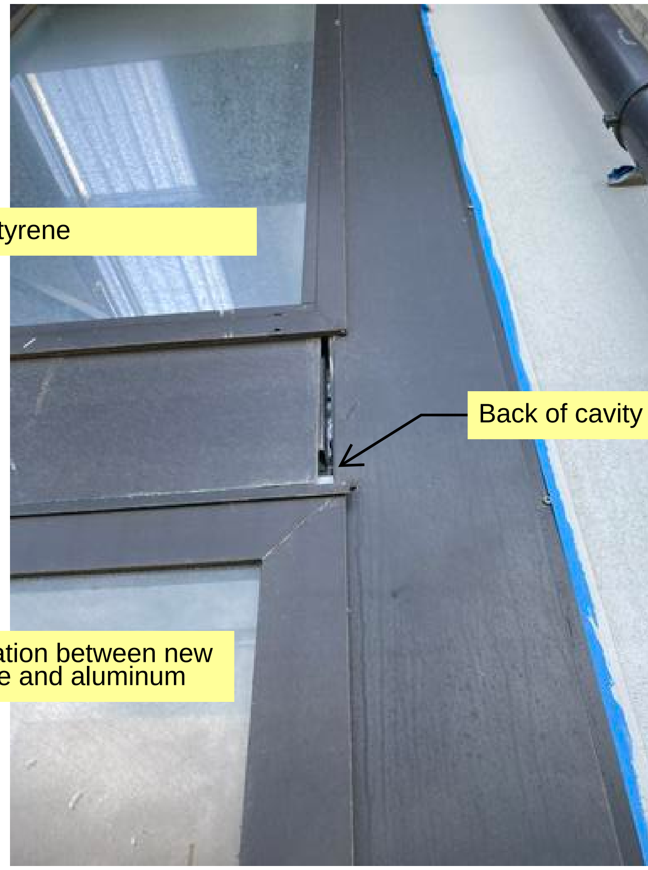
Taken on:
11 Apr 2023 12:01 pm
Added on:
11 Apr 2023 12:01 pm
Added by:
Paul De Lisle



Taken on:
11 Apr 2023 11:59 am
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11 Apr 2023 11:59 am
Added by:
Paul De Lisle

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Taken on:
11 Apr 2023 11:53 am
Added on:
11 Apr 2023 11:53 am
Added by:
Paul De Lisle

Taken on:
11 Apr 2023 11:47 am
Added on:
11 Apr 2023 11:50 am
Added by:
Paul De Lisle

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11 Apr 2023 11:45 am
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11 Apr 2023 11:46 am
Added by:
Paul De Lisle

Taken on:
11 Apr 2023 11:40 am
Added on:
11 Apr 2023 11:42 am
Added by:
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Taken on:
11 Apr 2023 11:37 am

Added on:
11 Apr 2023 11:37 am

Added by:
Paul De Lisle

mercial Project

02

Year Manufacture Warranty

UNO®

Windows & Doors

Thank you for purchasing your Aluminium Windows and Doors from UNO Windows & Doors Ltd. It is our pleasure to supply you with our:

2 Year Manufacture Warranty

Where we undertake to rectify any faulty workmanship of our company, which may become evident and affect performance, as specified in accordance with the plans and specifications, during a period of five years from the date of supply. All materials and surface finishes are covered by their manufacturer's warranties. The aluminium joinery is manufactured in accordance with NZS4211 and glazing to NZS4223.

Gibbons Co

Issued To

Lyall Bay Junction

Project

69-74 Kingsford Smith St, Lyall Bay, Wellington

Project Address:

SR489417

Consent #

Signature

23 January 2022

Date

*NZS4211 Specification for PERFORMANCE OF WINDOWS

POSTAL VOTING FORM
Form 12

(pursuant to Section 103, Unit Titles Act 2010)

TO MANAGER: Monique Pretorius

EMAIL ADDRESS: Monique@stratatitle.co.nz

BODY CORPORATE: 582203

PROPERTY AT: Lyall Bay Junction, 68-71 Kingsford Smith Street, Rongotai

Instructions

You are entitled to vote at the Body Corporate AGM by casting a postal vote. The motions to be decided at the meeting are summarised in the table below and more particularly set out in the notice of meeting. If you intend to cast a postal vote, you must indicate your vote by ticking one of the 3 right hand columns of the table.

I/We, ____________________

being the owner(s) of Unit(s) ____________________ intend to cast the following postal vote at the meeting of Body Corporate Number 582203 to be held at **3:00 pm on Wednesday, 16 April 2025.**

Important: this completed Postal Voting form needs to be returned via email to bc@stratatitle.co.nz or via post to PO Box 3187, Auckland 1140, to be received by Strata Title Administration no later than 5:00pm on Tuesday, 15 April 2025.

		Vote For	**Vote Against**	**Abstain**
Item	***See agenda for wording of resolution***	***Please tick one of the boxes to vote.***		
1	Appoint a Chairperson of the Meeting	☐	☐	☐
2	Accept Apologies, Proxies and Postal Votes	☐	☐	☐
3	Financials	☐	☐	☐
4	Report from the Committee	☐	☐	☐
5	Chairperson Nominee	☐	☐	☐
6(i)	Committee			
	Mr Ian Hill	☐	☐	☐
	Ms Sasha Ortega	☐	☐	☐
	Ms Anna Gifford	☐	☐	☐
	Mr David Leong	☐	☐	☐
	Mr Adam Ellis	☐	☐	☐
	Mr Aaron Kerr	☐	☐	☐
	Ms Anna Janiec	☐	☐	☐
	Mr Lawrie Cornish	☐	☐	☐
	Ms Pippi Kettle	☐	☐	☐
	Ms Jane Fahy	☐	☐	☐
6(ii)	Conflict of Interest	☐	☐	☐
7	Delegating powers & duties to Committee (Section 108)*	☐	☐	☐
8	Office Bearer's Liability Insurance	☐	☐	☐

		Vote For	Vote Against	Abstain
Item	***See agenda for wording of resolution***	***Please tick one of the boxes to vote.***		
9	Renewal of Insurance policy	☐	☐	☐
10	Insurance Excess	☐	☐	☐
11	Service Contract	☐	☐	☐
12	Building Manager's Report	☐	☐	☐
13	Common Maintenance	☐	☐	☐
14(i)	Review Long Term Maintenance Plan	☐	☐	☐
14(ii)	Arrange required Maintenance	☐	☐	☐
15	Long Term Maintenance Fund*	☐	☐	☐
16	Health & Safety – Hazard Register	☐	☐	☐
17	Building Act Compliance	☐	☐	☐
18	Legal proceedings against Gibbons (The Developer)	☐	☐	☐
19(i)	Budget adopted and levy due date set	☐	☐	☐
19(ii)	Strata to pay standard/regular accounts	☐	☐	☐
20	Debt Collection regime	☐	☐	☐
21	Tax Agent	☐	☐	☐
22	Signage Manual	☐	☐	☐
23	Audit*	☐	☐	☐
25	Communication	☐	☐	☐
26	Minutes to be a record	☐	☐	☐

***** *Special Resolution required whilst all others require Ordinary Resolutions to pass*

Date:

Signature/s of eligible voter/s

If the unit is owned by more than 1 person, every owner must sign the form.

Notes

1 Your postal vote will not be counted if any body corporate levies, or other amounts that are payable in respect of your unit, are outstanding.

2 If a poll is requested, your ownership interest will be counted as part of the poll. If no poll is requested, your postal vote will be counted as 1 vote. You cannot request a poll.

3 If at the general meeting of the body corporate the wording of a motion is materially altered, your postal vote in relation to that motion will not be counted. It is the responsibility of the chairperson to decide what constitutes a material alteration. If you are concerned that your postal vote may not be counted as a result of an amendment to a motion, you should consider appointing a proxy to attend and vote at the meeting on your behalf. If a general meeting is adjourned, an electronic vote relating to the meeting remains valid for the purpose of the reconvened meeting, unless the voter who cast the vote attends the reconvened meeting in person or by proxy.

4 If a quorum is not present at the general meeting of the body corporate, and regulation 13(1) of the Unit Titles Regulations 2011 does not apply, the meeting will be adjourned until the same day 1 week later and your postal vote will be counted at that meeting.

5 If the unit owner is a body corporate or an unincorporated body, the form must be signed by the representative (recorded in the register of unit owners) of the unit owner.

6 If the unit is owned by more than 1 person, every owner or his or her authorised representative must sign the form.

Strata Title Administration Ltd

bc@stratatitle.co.nz

www.bodycorporate.co.nz

Auckland Phone (09) 307 3721
PO BOX 3187, Auckland 1140

Wellington Phone (04) 974 1011
PO Box 384, Wellington 6140

Christchurch Phone (03) 925 8749
Unit 5, 71 Gloucester Street,
Christchurch 8013

PROXY APPOINTMENT FORM

Form 11: Section 102(3), Unit Titles Act 2010

TO MANAGER: Monique Pretorius

EMAIL ADDRESS: Monique@stratatitle.co.nz

BODY CORPORATE: 582203

PROPERTY AT: Lyall Bay Junction, 68-71 Kingsford Smith Street, Rongotai

PROXY APPOINTMENT

I/We,

being the owner(s) of Unit(s) and therefore an eligible voter within the meaning of section 96(1) of the Unit Titles Act 2010, appoint:

as my/our proxy for the purposes of the general meeting of the Body Corporate to be held at: **3:00 pm on Wednesday, 16 April 2025.**

If the general meeting is adjourned and reconvened, this proxy appointment is valid for the purposes of the reconvened meeting.

Date

Signature/s of eligible voter/s

(If the unit is owned by more than 1 person, every owner must sign the form).

Important: this completed Proxy form needs to be submitted to Strata Title Administration Limited by 5:00 pm on Tuesday, 15 April 2025.

Notes

1) This proxy appointment expires at the end of the general meeting referred to in the form or, if that meeting is adjourned, the end of the reconvened meeting.
2) The full texts of motions are contained in the notice of general meeting, a copy of which should be provided to the proxy.
3) Your proxy may not vote unless all body corporate levies, and other amounts that are owing in respect of your unit, have been paid.
4) If the unit owner is a body corporate or an unincorporated body, the representative (recorded in the register of unit owners) of the unit owner must sign the form.
5) The chairperson is not required to ensure that the proxy follows the direction of the eligible voter that is set out in the proxy appointment form.
6) If the unit is owned by more than 1 person, every owner must sign the form.
7) If the unit is owned by more than 1 person, one of the unit owners may be appointed as proxy.

ing this proxy form signs as duly authorised agent of the owner.

	AGENDA ITEMS | Summary of Motions	TYPE OF RESOLUTION	DIRECTION ON RESOLUTION (i.e. how does the eligible voter want to vote on the resolution)
1	Appoint a Chairperson of the Meeting	*Ordinary Resolution*	
2	Accept Apologies, Proxies and Postal Votes	*Ordinary Resolution*	
3	Financials	*Ordinary Resolution*	
4	Report from the Committee	*Ordinary Resolution*	
5	Chairperson Nominee	*Ordinary Resolution*	
6(i)	Committee	*Ordinary Resolution*	
	Mr Ian Hill		
	Ms Sasha Ortega		
	Ms Anna Gifford		
	Mr David Leong		
	Mr Adam Ellis		
	Mr Aaron Kerr		
	Ms Anna Janiec		
	Mr Lawrie Cornish		
	Ms Pippi Kettle		
	Ms Jane Fahy		
6(ii)	Conflict of Interest Register	*Ordinary Resolution*	
7	Delegating powers & duties to Committee (Section 108)*	*Special Resolution*	
8	Office Bearer's Liability Insurance	*Ordinary Resolution*	
9	Renewal of Insurance policy	*Ordinary Resolution*	
10	Insurance Excess	*Ordinary Resolution*	
11	Service Contract	*Ordinary Resolution*	
12	Building Manager's Report	*Ordinary Resolution*	
13	Common Maintenance	*Ordinary Resolution*	
14(i)	Review Long Term Maintenance Plan	*Ordinary Resolution*	
14(ii)	Arrange required Maintenance	*Ordinary Resolution*	
15	Long Term Maintenance Fund*	*Special Resolution*	
16	Health & Safety – Hazard Register	*Ordinary Resolution*	
17	Building Act Compliance	*Ordinary Resolution*	
18	Legal proceedings against Gibbons (The Developer)	*Ordinary Resolution*	
19(i)	Budget adopted and levy due date set	*Ordinary Resolution*	
19(ii)	Strata to pay standard/regular accounts	*Ordinary Resolution*	
20	Debt Collection regime	*Ordinary Resolution*	
[illegible]	[illegible]	*Ordinary Resolution*	

22	Signage Manual	*Ordinary Resolution*	
23	Audit*	*Special Resolution*	
25	Communication	*Ordinary Resolution*	
26	Minutes to be a record	*Ordinary Resolution*	

Note: *This is not a voting form and is for reference only. If you wish to vote and cannot attend the meeting, please complete the Postal Voting Form or vote using the link in the owner's portal.*

DISCLOSURE STATEMENT

1. The following information has been supplied to Capital Commercial (2013) Limited ("Bayleys") to be made available for distribution on the vendor's behalf to potential purchasers to assist purchasers with their due diligence and to use at the purchaser's discretion.
2. Bayleys and the Vendor do not warrant the accuracy or completeness of the information and recommends that all recipients undertake their own due diligence, obtain their own reports to their satisfaction and seek independent advice prior to committing to purchaser.