

IN THE WEATHERTIGHT HOMES TRIBUNAL

**TRI-2009-101-000060
[2010] NZWHT Wellington 5**

BETWEEN PATRICIA ANNE BROCKIE and
KENDONS TRUSTEES LIMITED as
TRUSTEES OF THE BROCKIE
TRUST
Claimants

AND KENNETH STANLEY MILLINGTON
First Respondent

AND CHARLES TRIBE
Second Respondent

AND ATTORNEY-GENERAL
(Removed)
Third Respondent

AND PETER JAMES WATT and ROSINA
JEAN CURRIE
(Removed)
Fourth Respondents

AND STEPHEN PAUL STRADLING
Fifth Respondent

AND CUNDY PLUMBING (PLUMBING
AND DRAINLAYING) LIMITED
(Removed)
Sixth Respondent

AND JAMIE MINCHIN
Seventh Respondent

AND AARON CRAIG
Eighth Respondent

Hearing: 18 and 19 February 2010
11 March 2010

Appearances: Mrs P A Brockie, for trustees of the Brockie Trust, Mr L Petherick
and Mr T Wutzler (McKenzie friend)
Mr S P Stradling, fifth respondent
Mr Craig (at 11 March hearing)

Decision: 11 March 2010

FINAL DETERMINATION
Adjudicator: C Ruthe

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I. INTRODUCTION

1.1 History

[1] The claimant Trust is self-represented throughout but has had the assistance of Mr Petherick up until this hearing.

[2] The property is a single two storey dwelling house located at 13 Marewa Place, Waikanae. It was built in late 2000 and early 2001. The claimant Trust purchased the house in about July 2007 from Mr K Millington and Ms B Mary McDonald (Mr Millington is the first respondent).

[3] A significant issue in this claim was the pre-purchase inspection report the Trust obtained from Mr Tribe (second respondent) prior to the Trust placing a successful tender for the purchase of the property.

[4] Not long after purchasing the house (within two months) Mrs Brockie noticed leaking. Subsequently an application was filed on 5 December 2007 with an assessor's report issued on 28 February 2008.

1.2 Parties

[5] The Parties are as follows:

- (a) Patricia Anne Brockie and Kendons Trustees Limited as trustees of The Brockie Trust are the claimants in this claim. The Trust remains the owner of the property;
- (b) Mr Millington, the first respondent, was the developer. The claim against Mr Millington has been settled;
- (c) Mr Tribe, the pre-purchase inspector who provided a pre-purchase inspection report to the claimant;
- (d) The Attorney-General, the third respondent, was removed pursuant to Procedural Order 2;

- (e) Mr Peter Watt and Ms R J Currie, the fourth respondents, vendors, removed pursuant to Procedural Order 2;
- (f) Mr Stradling, the fifth respondent, was the building certifier and a director of Enviropius Limited, a company providing certifying services to the territorial authority. He personally signed the Code Compliance Certificate;
- (g) Cundy Plumbing Limited, the sixth respondent, removed pursuant to Procedural Order 2;
- (h) Mr J Minchin, the seventh respondent, a roofing and butynol contractor who settled with the claimants;
- (i) Mr Aaron Craig, the eighth respondent, was the director of a one man band company, Reliable Roofing Solutions Ltd (struck off). He undertook some roofing work. The claim against him was pursued, but only in the sum of \$3,000. This claim has also been settled with the claimants.

1.3 Partial Settlement

[6] There was a partial settlement in this claim with both the first respondent, Mr Millington as developer, and Mr Minchin, the seventh respondent as roofer, making a combined settlement payment of \$60,000.00. The apportionment between these parties has been kept confidential.

[7] As a result of this settlement, the only remaining claims (save for \$3,000 claim against Mr Craig, the eighth respondent), are against non-building parties namely the building certifier and the pre-purchase inspector.

[8] Due to administrative difficulties Mr Craig failed to receive notice of the hearing of 18 February. The matter was reconvened by way of teleconferencing link on 11 March. Mr Craig acknowledged

he had not taken an active role in the proceedings, but he clearly had a right to be heard.

[9] The nature of Mr Wutzler's expert evidence given at the hearing was discussed and Mr Craig was advised that there were no invoices for specific remedial work relating to the butynol roofing but the quantum was arrived at by apportioning the roofing aspect as part of the replaced and reconfigured roofing costs. Mr Craig advised the Tribunal that he had not had a claim against him in over thirty years of roofing. However he agreed to settle the claim for the \$3,000.00. This is treated as a "with denial of liability" settlement.

1.4 Evidence Considered

[10] In Weathertight Homes Tribunal proceedings the evidence starts accumulating from the moment the assessor's report is filed and a Chief Executive's determination that there is an eligible claim. The procedures adopted by the Tribunal require all the parties to file statements and responses which become part of the evidential record, with deponents being required, on request, to answer questions at the hearing. In this case, evidence was given at the hearing by:

- i. Assessor
- ii. Mrs Brockie
- iii. Mr Stradling
- iv. Mr Wutzler, as expert
- v. Mr Petherick as remediation supervisor
- vi. Mr Tribe

[11] The second respondent, Mr Charles Tribe, elected not to personally attend the hearing on the first day. He raised matters concerning his health which were traversed in a memorandum to the Tribunal dated 18 February 2010. On the morning of 19 February 2010 a further teleconference was heard in which Mr Tribe participated. Having restated that he did not want evidence to be

taken at his home all parties agreed to proceed by the hearing of his evidence via the teleconference.

[12] Other evidence considered is set out in Annexure 1. The Procedural Orders and the evidence adduced at the joinder and removal hearings are an integral part of these proceedings and are part of the matrix of evidence in the claim.

II. ISSUES

[13] As noted the claimant settled their claim against the first, seventh and eighth respondents. This leaves for determination the claim against Mr Tribe in contract for negligent misstatement and concurrently in tort for negligence, and the claim against Mr Stradling for negligent issuing of a building certificate, negligent inspection and negligent issuing of a Code Compliance Certificate.

[14] The issues to be determined in this claim therefore are:

- What were the defects in the dwelling
- How did the defects contribute to the damage
- The cost of repairs
- The claim for general damages
- Betterment
- The liability of the second and fifth respondents for the damage and consequential losses

III. WHERE DOES THE BUILDING LEAK?

[15] There needs to be a clear distinction between faults that have caused leaks and faults that have not caused leaks. For instance the pre-inspection report failed to say there were insufficient ground clearances. However the assessor in his report whilst noting

lack of sufficient ground clearances considered that it had not caused damage (see [15.5.1] page 41). He commented at [15.5.2] that there was little likelihood of any moisture entry at this elevation, the west elevation at [15.5.8] and the south elevation at [15.5.10].

[16] The primary area of leaking was in relation to the deck and the deck wall junctions.

[17] The following extracts from the Assessor's Report are set out although referring to remedial work that encapsulates the underlying weathertightness problems of this house. The WHRS assessor said at [15.6.2.2]:

Deck Perimeter

15.6.2.2 The work required to repair the current damage caused by the detail at the deck perimeter consists of the following:

- a. The handrail will need to be removed
- c. The top edge of the deck upstand and the cement sheet on the front of the deck will need to be removed.
- e. The deck upstand will need to be increased in height by at least 100mm to give sufficient clearance.
- f. The membrane of the deck will need to be applied up the face of the upstand and over the top edge of it.
- g. Cladding will need to be refitted to the outside edges of the deck.
- h. Fit a metal capping over the top of the upstand.

Deck/wall junction

15.6.2.3 The work required to repair the current damage caused by the junction of the deck with the wall on the north east corner consists of the following:

- b. The handrail will need to be removed
- c. The top edge of the deck upstand, the cement sheet on the front edge of the deck, the EIFS around the junction and at the bottom plate below will need to be removed.
- f. The deck upstand will need to be increased in height by at least 100mm.
- g. A saddle flashing needs to be fitted at the junction.

Door Frame / Deck Junction

15.6.2.4 The work required to repair the current damage at the base of the two door frames leading onto the northern deck consists of the following:

- b. The clearance between the deck surface and the sill of the door needs to be increased... This will require the doors to be cut down in height.
- c. Increase the height of the upstand at the sill.
- d. Refit the doors using an appropriate flashing system.

[18] A letter from the remediating builder, Carl van der Meer was filed. He said the main damage was in the framing timber under the door sills, to the doors on the top deck. The Tribunal accepts the evidence of the assessor and Mr van der Meer, which is confirmed in the evidence of Mr Wutzler set out below.

IV. CLAIM AGAINST CHARLES TRIBE

[19] Mrs Brockie as trustee of the Trust engaged Mr Tribe to do a pre-purchase inspection report. The crucial and fundamental instructions to Mr Tribe were to carry out an inspection and report indicating whether the house was a leaky home. Mrs Brockie in her evidence was crystal clear that her only concern was avoiding the purchase of a house suffering from or likely to suffer from weathertightness problems. She liked the house; it was relatively new and in apparently excellent condition. But she was not committed to the purchase and wanted to make sure the Trust was not going to be buying a potential leaky home.

[20] Tenders were closing. Mrs Brockie said the Trust did not wish to put in an offer unless it was clear the property did not leak. She telephoned the Kapiti District Council. She asked for help. She was recommended to speak to Mr Tribe who, she was led to believe, had extensive experience in assessing homes. She got hold of Mr Tribe and told him reasons for seeking his report and appraisal.

[21] Mr Tribe was an experienced inspector. He had worked for a number of years with the Joyce Group, a leading property inspection company in Wellington. He was also a qualified clerk of works. He was appointed as a tutor at the Central Institute of Technology and an examiner for AVA for Building Construction for NZ Certificates. He was a clerk of works at Victoria University Wellington and for a number of major Wellington contracts including the Old Government building.

[22] Further he had been a BRANZ advisor. BRANZ over the years have published various booklets on weathertightness checklists. Mr Wutzler produced a copy of a weathertightness checklist dated February 2003 being Bulletin No. 433, outlining a check that needed to be done from the beginning of the building of the house. He said that the potential weathertightness weak points were the same and those listed should have been the areas immediately inspected and checked by an inspector. BRANZ also produced Bulletin No. 425 "Finding Leaks".

[23] Mr Tribe in his evidence confirmed that the reason for wanting his report was for an evaluation of weathertightness of the property. He said he did the report under pressure, presumably time pressure.

[24] Mr Tribe undertook his investigations. A report of some 13 pages was produced dated July 2007. It included the following statements:

- "[13] (e) I found no signs of water ingress, or settlement in the foundation, structure, cladding or linings.
- (f) There are no signs of condensation.
- (g) Moisture content was only 14% in the timbers tested.
- (h) It is my professional opinion, that this residence has been well maintained over the past six years, hence no maintenance work is necessary now.

- (i) This is my professional opinion, that this property was well constructed and complies with requirements of the current Building Code.”

[25] The claimant Trust proceeded with the purchase on the basis of this report. Mr Tribe agreed the claimant Trust was reliant on his report. His evidence was he considered that his report was satisfactory. It transpired the house did leak. The report proved to be inaccurate.

[26] The Tribunal finds that the terms of the contract for inspection were clearly understood by both parties. There was no limitation placed on its scope. Did the report provide the information it was agreed it would provide? The answer is no. Can Mr Tribe rely on an assertion that the defects were not readily discoverable?

4.1 Were Areas of Leaking Discoverable by a Pre-Purchase Inspector?

[27] Were the areas of leaking or potential leaking discoverable by a competent inspector? As noted there were none of the frequently-seen provisos in pre-purchase inspection reports based on visual inspection with no invasive testing.

[28] Mr Tribe did take moisture readings. His evidence was that he had borrowed a moisture reading meter from the Kapiti District Council. This was his normal practice. There were no elevated readings. Mr Tribe did not identify the areas of the house where he had used a moisture meter. More importantly he failed to include in his report any warning about the limited accuracy of non-invasive moisture reading devices. Thus Mrs Brockie was given a misleading impression as to watertightness when she read moisture levels were no higher than 14%.

[29] The BRANZ Bulletin checklist notes that roof eaves deflect rain off walls and reduce the probability of leaks. Any person driving by the house would see there were no eaves yet Mr Tribe makes no reference of this in his report. He knew, or should have known this was a high wind/high exposure zone. In terms of his brief it was incumbent upon Mr Tribe to draw the attention of Mrs Brockie to this design weakness and the likelihood of it increasing the possibility of leaking so that she could make an informed decision.

[30] A major area of leaking in this property was at the door thresholds and the deck. The deck had no fall. Mr Tribe was asked if he had used a spirit level to establish there was a fall. He said he did not and he had never used a level. This was an immediately observable defect and should have led a competent inspector to carefully examine the deck wall junctions to see if there was a water accumulation problem. There is no evidence he did so. In fact, in light of the subsequent discovery of rotting, especially in the framing timber as noted by the remediation builder, the Tribunal draws the inference he did not. It is accepted that such a degree of damage could not have occurred within months of the inspection.

[31] Mr Wutzler is a highly regarded weathertightness expert who has extensive experience in undertaking inspections of leaky homes. In his evidence he said that by 2007 the phenomenon of leaky buildings in New Zealand was well known. At paragraphs [41], [42] and [44] of his statement of evidence Mr Wutzler detailed the building elements that raised weathertightness issues, the weathertightness areas of that house that should have been noted in Mr Tribe's report, but were not. His evidence was confirmatory of the matters outlined at [15] and [16] above. The Tribunal accepts the evidence of Mr Wutzler concerning the ready accessibility to any pre-purchase inspector of all the weak points of the building which in fact contributed to leaks and which should have been ascertained and recorded upon in Mr Tribe's report. He simply failed to do so.

[32] Further, Mr Wutzler said signs of recent painting would have aroused his suspicions particularly in areas of likely water penetration such as around the doors at the deck junction. Mr Tribe in his evidence said he had flagged such suspicions in his report. He was asked by the Tribunal where that was flagged in his report and he referred to paragraph (h) and the house being well maintained (see [24] above). It was put to Mr Tribe this would be more of a reassurance to a purchaser than an alarm bell; Mr Tribe was reluctant to admit this was a possibility. The Tribunal considers that it was further reassurance to a purchaser.

4.2 The Law

[33] This is a case where there is concurrent liability in contract and tort. As the Court of Appeal said in *Allison v KPMG Peat Marwick* [2000] 1 NZLR 560 at [99] (Thomas J):

“Concurrent liability in contract and tort is now accepted, other than where it would permit a plaintiff to circumvent or escape a contractual exclusion or limitation of liability.”

[34] Commentary on the Court of Appeal dicta by the learned authors of *Law of Contract in New Zealand* (3rd ed, LexisNexis NZ, Wellington, 2007) Burrows, Finn & Todd at p25 is as follows:

The qualification in this passage is important. If liability is not coextensive in contract and tort, for example, if the contractual obligation is narrower due to a limitation clause or some other express provision in the contract, the contract will usually apply to the exclusion of any wider tortious duty. In cases where the duties are the same, as they usually will be, concurrently liability is the norm.”

[35] That is the legal position here. Having considered all the evidence, the Tribunal concludes Mr Tribe breached his contractual obligations. He was also negligent in the manner which he reported

on the condition of the house. Rather than flag latent and obvious weathertightness problems he gave a report that was entirely reassuring to the claimant. As a result, Mr Tribe is liable for the amount of the claim set out below.

V. CLAIM AGAINST STEPHEN PAUL STRADLING

[36] The claim against Mr Stradling, as noted above, is in tort for negligence. He was a director of Enviroplus Limited. It transpired that this company has no relevance to the matters before the Tribunal. Mr Stradling was the certifier pursuant to section 56 of the Building Act 1991. It was he personally who had the insurance that was required by certifiers, not Enviroplus Limited.

[37] Mr Stradling in his evidence said he had not personally inspected the property at Waikanae. Other personnel in the company had carried out inspections. He relied on information supplied to him. In reliance on that information he completed and issued a Code Compliance Certificate. Unfortunately there were a number of clearly noticeable faults in the building, the most significant being the lack of fall on the deck. Evidence relating to this has been discussed above it need not be repeated here. This lack of fall was in breach of the Building Code. It was a fault that has led to or contributed to leaking.

[38] Mr Stradling was effectively in the shoes of any building inspection department of a local authority. There was no evidence before the Tribunal that Mr Stradling had in place a satisfactory quality insurance programme to avoid the very problems which arose in this case, from occurring.

[39] The Tribunal considers a certifier is under an obligation to have a quality management regime in place such as described in

Chapman v Western Bay of Plenty District Council WHT TRI-2008-101-100, 11 November 2009, Adjudicator Pitchforth at [172]-[181]; and *Mayfair Street Units v Spargo – Final Determination* WHT TRI-2009-101-15, 21 December 2009, Adjudicator Ruthe at [45].

[40] The Tribunal accepts Mr Wutzler’s evidence on the failure of the inspection process and in particular the failure to note the following defects on inspection and the failure to require rectification prior to issuing the Code Compliance Certificate:

- a. Lack of adequate deck/internal door thresholds;
- b. Lack of falls to deck;
- c. Lack of adequate sealing of cladding penetrations;

[41] There were other faults as well including lack of ground clearance but these are not relevant to the claim as that did not cause leaks.

[42] In light of the findings made above, the Tribunal finds that Mr Stradling was negligent in the way he carried out his inspections and as a result he breached the duty of care he owed to the claimant. Mr Stradling is accordingly liable for the amount of the claim set out below.

VII. QUANTUM

7.1 What is sought?

[43] At the outset of the hearing the question of quantum needed to be clarified. The claimants have filed an updated amendment of their claim dated 26 January 2010 setting out the total claim against Mr Tribe of \$77,591.00 being \$57,239.00, for remediation \$3,434.00 for interest and \$16,918.00 for general damages – mental distress totalling \$77,591.00. The claim against Mr Stradling was \$49,239.00,

for remediation, \$2,954.00 for interest, and general damages of \$15,553.00. The claim went on to say that the total combined claims amount to \$77,591.00. These figures were a little confusing but were a well-intentioned attempt by a self-represented claimant to set out the claim as seen by the Trust after a partial settlement with two respondents in the sum of \$60,000. Matters were clarified at the outset of the hearing.

7.2 Repair Costs

[44] A schedule of repair costs had been prepared. This showed the total cost of works undertaken at \$142,026.40 less the claimant's calculation of betterment of \$40,525.02 leaving a total claim of \$101,501.38. Both Mr Stradling and Mr Tribe said they did not take issue with the cost of remediation. The schedule of repair costs is Annexure 2 to this Determination. The Tribunal has cross-checked the information contained in this document and that the figures accurately reflect the invoices. The Tribunal accepts this as the appropriate quantification of damages.

7.3 Betterment

[45] The Tribunal was initially concerned at claims for a new roof at \$20,088.59, new balustrade at \$6,490.00, new windows at \$9,897.75 and new soffit and barge boards at \$6,168.38, as these were not matters referred to as requiring replacement in the Assessor's Report at pp 45 and 46.

[46] Mr Petherick is a consulting engineer who undertook the supervision of the remediation. The Tribunal was impressed with the quality of his evidence and the careful and meticulous way in which he had approached remediation. He explained the roof was replaced for two reasons. First, the existing valley, running through the centre of the house, was a totally inappropriate design for a home constructed in a high wind high sand area. Its inappropriateness was

proven by the fact that the overflow – designed to take excess water away from the valley formed by the “v” – was totally clogged with sand and would have been ineffective within months if not weeks of construction. The roof has been reconfigured to eliminate the valley. Secondly, all the perimeter sheets of proof had to be lifted to enable extensions of roofing material to ensure that the roof actually cleared water into the spouting would itself have been a more costly undertaking.

[47] Thirdly, the roof was continued over the problematic deck. Mr Petherick explained that providing the deck with such shelter from the elements saved something in the order of \$10,000-\$20,000 in total deck replacement. The Tribunal has no trouble in accepting that the remediation was executed on a very cost-effective basis with regard to the roof and all other matters outlined below including balustrade and windows.

[48] Mr Lyttle, the WHRS Assessor, in his evidence given at the hearing endorsed the approach taken by Mr Petherick noting that in this instance the replacement of the roof was appropriate and economic. The Tribunal accepts Mr Petherick’s evidence that this solution was cost-effective.

[49] For completeness the Tribunal finds that with regard to the balustrade, only partial replacement was required but that needed to be new as the previous balustrade required top fixing – a source of leaks and potential leaks. The replacement of windows was also required due to changes in elevations as a result of other remedial work.

[50] The Tribunal concludes there has been no betterment.

7.4 Interest

[51] The Tribunal accepts the claim for interest in the amount of \$6,090.00 – a sum not disputed by the parties. It is modest being

effectively 4% simple interest for investment interest forgone for a period of 18 months period. This sum is awarded.

7.5 General Damages

[52] The Tribunal considers the law in relation to claims by trusts for general damages, is that such damages are not available to trusts. In *Body Corporate No 189855 v North Shore City Council (Byron Ave)* HC Auckland CIV-2005-404-5561, 25 July 2008, Venning J at [414] refused to award general damages for the trustees in that case. This decision was followed in *River Oaks Farm Ltd & Ors as Trustees of Ingodwe Trust v Olsson & Ors* WHT TRI-2008-101-52, 5 August 2009 at [146] to [155]. That decision sets out full arguments in relation to this issue and the Tribunal follows that decision. In *Crosswell & Anor as Trustees of the Crosswell Family Trust v Auckland City Council* WHT, TRI-2008-100-107, 17 August 2009, Adjudicator Lockhart QC at [52] to [61] held the same as Adjudicator Kilgour in *Findlay & Anor as trustees for Lee Findlay Family Trust v Auckland City Council* WHT TRI-2008-100-34, (9 September 2009) determination. See also *Mayfair Street Units v Spargo – Final Determination* WHT TRI-2009-101-15, (21 December 2009) at [83] to [84].

7.6 Summary of Quantum

[53] Based on the findings made above, the claim allowed is as follows:

Remedial Costs	\$101,501.38
Interest	\$6,090.00
Sub-total	\$107,591.38
<i>Less settlement with two respondents</i>	\$60,000.00
TOTAL	\$47,591.38

VIII. CONCLUSION AND ORDERS

[54] The claim is proven to the extent of \$47,591.38. The question of joint and several liability does not arise between the remaining parties. However the Tribunal needs to approach the extent of the liability of Mr Stradling in the context of the claims against the settling parties.

[55] The Tribunal considers the \$60,000.00 settlement with the settling parties accurately reflects their liability in the claim

[56] When it comes to inspection and certification in the majority of cases the certifying body, generally councils, have been found to be liable in the 15% to 30% range where they have been at fault in the inspection process. Mr Tribe had placed significant reliance on the reliability of the certification in preparing his report and this is one factor in assessing the appropriate award.

[57] In the present case a liability of 25% of the \$107,591.38 claim is the appropriate extent of liability. The amount payable by Mr Stradling is \$26,192.00 being 25% of \$107,591.38 less the liability of \$3,000.00 of the eighth respondent, Mr Craig.

[58] The award of damages against Mr Tribe is \$47,591.38. If the amount for which Mr Stradling is liable is recovered Mr Tribe will be limited to paying \$21,399.38.

[59] For the reasons set out in this determination, the following orders are made:

- i. The second respondent, Charles Tribe, is ordered to pay the claimants the sum of up to \$47,591.38.
- ii. Steven Paul Stradling, the fifth respondent, is ordered to pay the claimants the sum of \$26,192.00.

DATED this 11th day of March 2010

C Ruthe

Tribunal Member

ANNEXURE 1

List of documents –

- Assessors Report
- Procedural Order 3 dated 20/11/2009
- Procedural Order 2 dated 03/11/2009
- Procedural Order 1 dated 07/10/2009
- Statement by Patricia Brockie, claimant
- L B Petherick Building Inspection Report, claimant
- Pre-purchase Property Inspection Report by Mr C A Tribe, claimant
- Appendices to support claim, claimant
- The NZ House Inspection Company Moisture Report, fourth respondent

ANNEXURE 2

Schedule of repair costs

Number of pages – 2

SCHEDULE OF REPAIR COSTS for LEAKY HOME

31 MAREWA PLACE, WAIKANAE

Owner: Patricia Brockie

	Total cost	Betterment	Net cost
1. Department of Housing – inspection fee	500.00		500.00
2. L. Petherick inspection fee	1200.00		1200.00
3. L. Petherick Professional plan design fee	1560.00	509.78	1050.22
4. Design Network – plans	4308.75	1077.18	3231.57
5. KCDC – building permit	2308.00	577.00	1731.00
6. Nulock – resizing windows	675.00		675.00
7. Laser Plumbing	2775.74		2775.74
8. Placemakers – building materials	21016.13	5254.03	15762.10
9. Coastal roofing – new roof	20088.59	5022.14	15066.45
10. Excellerated Engineering – Steel rainhead	729.22		729.22
11. Kapiti Scaffolding – scaffolding	4755.00		4755.00
12. Quality painters – painting inside sunroom	1000.00	250.00	750.00
13. O;Leary Electrical – rewiring, reconnecting etc	3535.62	1768.81	1766.81
14. Rylock – balustrades	6490.87		6490.87
15. Ecopoint – disconnect and reconnect heatpumps	390.00		390.00
16. Paveway – pavers backdoor and end of sunroom	2184.00	2184.00	
17. Kapiti doors – new internal doors	3247.85	3247.85	
18. Van der Berg – flooring sunroom	3850.00	3850.00	
19. Boyd Windows – new windows	9897.75		9897.75
20. Brents Contractors – concrete slab	562.50	562.50	
21. Terry concrete – concrete	1359.38	1159.38	200.00
22. PJ Plastering – replastering and exterior painting	17718.75	6718.75	11000.00

23. CD van de Meer – building	24700.90	6175.22	18525.68
24. Budget Waste – bins	307.76		307.76
25. Braddock Painters – soffits, bargeboards and interior	6168.38	2168.38	4000.00
26. TV Aerial Services. – Removing TV aerial and later re-Installing.	240.00		240.00
27. State Insurance – indemnity insurance	456.21		456.21
	Total Costs	<u>142026.40</u>	
	Total Betterment		<u>40525.02</u>
	Total Claim Cost		<u>101501.38</u>