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YSP Podcast Transcript: Episode 353. Claims for lost rent | approving double glazing | a smooth major works project

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Intro: Welcome to Your Strata Property, the podcast for property owners looking for reliable, accurate, and bite-sized information from an experienced and authoritative source.

Amanda Farmer: Hello and welcome. I'm Amanda Farmer and I have with me today, Reena Van Aalst from Strata Central. How you're doing Reena?

Reena Van Aalst: Good, Amanda, how are you?

Amanda Farmer: I am great. I am ready to jump right into our wins and our challenges for this week. We were just saying off air, we're recording this on a Monday. Our spreadsheet is doing funny things. It's just Monday in Strata, I think we should dive right in before we suffer any more technology challenges.

Reena Van Aalst: Exactly. So my challenge for this week, Amanda, I think is not an unusual one, because I think many strata managers and owners corporations have gone through major repair and water ingress issues in the last few years. And there's been an increase, obviously in the loss of rent, claims being made against owners corporations where people have had to have their tenants vacate or not have the apartment available for renting while it's being repaired. So in this particular case, at a scheme, the owners corporation pretty much has a builder on hand, it's been doing other work cladding and other remedial work. So not as if we haven't had someone that's been able to attend to repairs in a timely manner. But unfortunately in this case there was water penetration, and then I think the cause wasn't clear at the beginning, and then it took a bit of time to ascertain that.

And then the owner had done some work as well. So part of it was attributable to what the owner's builder had done, and part of it was obviously common property issues. So the owner has come back to us now saying ... I think it was on a two or three week loss of rent that he wants to have the owners corporation reimburse. And the committee don't really want to entertain any loss of rent claims. And their opinion is well, the owners corporation is attending to the repair, so why should it reimburse or pay loss of rent? And I'm just trying to explain to them that there is a provision in the act that says that owners can make claims, as we know now. I think it's section 106-5. Secondly, I said, "The owner is out of pocket, so through no fault of their own." It's not really the owners corporation's fault because it wasn't as if they've just sat on their hands and done nothing. But I suppose, Amanda, my question is through them, which is what I've put in our chat today, is well, why is the owners corporation responsible for loss of rent if it's doing everything in its power to repair and maintain common property? It's not saying that we're not responsible. It's not trying to minimise and say, "Oh, well, let's get a cheaper quote or," none of that sort of back and forth and delays that sometimes we all see that happens in schemes.

Amanda Farmer: Yes, really great question. It's one that I have certainly had before. And in legal circles, as strata lawyers, we talk about this, and we ponder this. And the short answer to this question, and then I'll go into a little bit more detail, is that this is just the way that our courts have interpreted both our legislation and the duty of an owners corporation to repair and maintain the common property. Our courts have said, "This is a strict duty. It is an absolute duty. It's a very serious duty. There's no way to avoid repairing and maintaining the common property, at least not legally."

And I appreciate that the building that you are working with is not trying to do that, is not trying to get out of it, delay it. They're moving as quickly as they can, and that's why it's frustrating that they are still exposed to, and receiving claims from owners for loss and damage such as loss of rent.

When I say it's a strict duty, that word strict and strict liability has meaning under the law, and it basically means that it doesn't matter that you didn't intend to cause the loss. It doesn't matter that you were doing everything that you could to avoid causing loss. It doesn't matter that you didn't realise you were causing somebody to suffer a loss. We call traffic offenses strict liability offenses. When you're driving a car and you don't obey the road rules, it doesn't matter that you didn't realise you were going over the speed limit, you are still liable. That is how our owners corporation's duty to repair and maintain the common property has been interpreted by our courts over many years.

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And I was just at the conference of the Australian College of Strata Lawyers in Singapore a couple of weeks ago, and I was having a chat with some of my colleagues, and they were saying, "What do you think about the recent cases that we're seeing coming out where this duty seems to be made even more strict, where we really are holding owners corporations to account here for lot owners, loss of rent claims and other losses where there has been a problem with the common property in circumstances where the owners corporation just didn't know about it, or was doing everything that they could and couldn't get a contractor or their delay wasn't within their control? Shouldn't our courts be trying to refashion their approach to this duty to be a little bit fairer?"

And we had a bit of an academic discussion about that. But with these cases, it's always important to understand the factual scenario, what it is that's happened in the property? What it is that the owners corporation has done or hasn't done? And you've given me a little bit of that, and now's not really the place to go into too much detail, but every situation will be different. If I'm right in understanding that the situation you're talking about, Reena, there has been a leak in the roof, maybe a failed waterproof membrane. Is that right? And that's where the water's coming in?

Reena Van Aalst: It was coming through the balcony, just to the top of the balcony-

Amanda Farmer: The sliding doors?

Reena Van Aalst: It is in a top floor apartment and it's ... Yes, yes.

Amanda Farmer: Okay. Also very common.

Reena Van Aalst: I think the issue is, I don't know, I do understand from what you're saying, Amanda, when you're trying to do the best you can in the circumstances, and no one really knows until we had this sort of torrential rain, that's many issues have been dormant for many buildings.

And in a sense, these things are now being brought to the forefront. But I think you're right. I think the way that the courts and tribunals are looking at everything, it's sort of in a very ... I don't want to say black and white, but I'm not sure if the cases that are being reflected in their findings that is there a proportionate liability type thing or is it a 100% they're responsible for the loss of rent? Isn't it like the other courts looking at saying, "Okay, well, the corporation did everything it could when it found out, did A, B, C, and D, and therefore the percentage that's claimed would be minimised compared to schemes that have done nothing or have been trying to ... " Or hasn't the courts that have looked at it that way?

Amanda Farmer: Yes. The short answer to that is no, they don't really look at how diligent, I suppose, you've been, as an owners corporation. They would certainly look at whether any action of the lot owner in failing to give access to a property in holding up work, because perhaps they don't agree with the methodology, or they're saying to the owners corporation, "I don't want these particular contractors or," that definitely would play a part. Owners should be doing everything they can to mitigate their loss, we say as lawyers. And if they're getting in the way of that repair being done, then yes, that is relevant.

But the first thing the court or the tribunal is going to look at, if an owner is making a claim under the legislation, and you've mentioned there, Reena, section 106, the relevant subsection is subsection five in section 106. That's where we're told that an owner may recover from the owners corporation any reasonably foreseeable loss they've suffered as a result of the owners corporation failing to repair and maintain the common property.

Now, this is the key part that I agree, committees, owners corporations often find hard to get their head around, because they say, "Amanda," they say, "Reena, we haven't failed. We just didn't know-

Reena Van Aalst: Didn't know!

Amanda Farmer: ... that there was a problem. We didn't know there was a problem till we were told there was a problem. We didn't know until the water started coming in."

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Reena Van Aalst: Exactly. And these huge rains have come in, Amanda, that have been not typical in terms of weather patterns etc.

Amanda Farmer: Yes, and I think there's a good argument there that the way this duty has been interpreted so strictly is a problem, and that it shouldn't be interpreted in this way. I think we've spoken about it before on the podcast, Reena. It really puts the owners corporation in the position of acting as an insurer for owners where if they suffer any loss whatsoever because of a failure in the common property, then they should be compensated for that. I'm exaggerating a bit there. It's not any loss whatsoever, it is reasonably foreseeable losses. But what a great position to be in as a strata property owner, if you were an owner in a free-standing home, you wouldn't be so compensated.

On the other hand, this is multi-story living. If the roof fails, then that's going to affect a number of owners. It's not going to affect just one necessarily. So there is some rationale there, I suppose, for an owners corporation to be held to that higher level of responsibility, because they should be acting in the best interest of a number of people.

Reena Van Aalst: The other issue also, Amanda, is that when you have owner occupiers that are affected in the same way, normally because they don't necessarily think, "Oh, I'm going to move out or," they normally wouldn't with discomfort. Whereas investors-

Amanda Farmer: So true.

Reena Van Aalst: ... and tenants, because they're paying, especially the rents in Sydney, a high rent in these apartments, think, "Well, why do I need to put up with this? I should be compensated." So again, there's that sort of disparity between owner occupiers and investors where the owners corporation seems to have to reimburse more of the investor owners as opposed to owner occupiers, so ...

Amanda Farmer: Yes, owners have exactly the same rights whether they are investor owners or whether they are owner occupiers. But you're exactly right, we see a lot more owner occupiers stay and put up with the problem. I have a lot of those clients come to me eventually after many years of living in wet apartments. And then we have investor owners where tenants will up and leave because they say, "The apartment's not habitable," and then the owner can't re-let the apartment either at all or achieve the same rental income.

I think it is harder for own occupiers to uproot themselves, and their lives, and their families, and everything that they have in the local community and move out. And that's why they don't. Whereas a tenant, may be, not all tenants, but may be used to moving to different places every year, every couple of years. We have this crazy culture, I think, here in Australia of residential tenancy agreements that are no longer than 12 months. So those who are long-term tenants are used to having to get up and move properties from time to time, whereas owner occupiers may be not so, and maybe this was meant to be their forever family home, and it's not something that is easy for them to move out of.

On the point about loss of rent and losses, absolutely. These losses have to be real, and have to be able to be proven. So usually, water is an easy one, because if somebody's home is wet, then it is very likely to be uninhabitable. And we have some cases on that point. I've spoken about this with reference to the Residential Tenancies Act and what it is that makes a property habitable. I've spoken about it on one of our Friday live sessions, I believe. I'll link to that one in the show notes for anyone who wants to have a closer look at that question.

But sometimes, owners may say that their apartment is uninhabitable or they can't rent it, and that's not necessarily the case. So in saying that this duty is strict and the obligation to meet reasonably foreseeable losses is a real one and a serious one, that doesn't mean that committees and owners corporation shouldn't be asking hard questions and seeking clear evidence of these losses before they just agree to pay out.

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Reena Van Aalst: Yes. Well, we just had another recent case where there was some damages to someone's clothing, and they gave us all these receipts with old-for-new clothing, and I know that the tribunal does not entertain old-for-new clothing and things like that. So I think sometimes there are tenants that also try and take it to the sort of extreme where you have a bit of water coming in, but it doesn't mean that you have to be compensated every time something ... like your T-shirt's damaged, I mean ... or a pair of shoes or whatever. I think that there are extreme cases as well, where people I think are taking these things to the nth degree. I think owners corporations are trying to balance everyone's interests and rights. But yes, so that's an interesting one, Amanda. I think there'll be more issues arising in schemes where they're looking at this and saying, "Well, why do we have to?" But I think, in a sense, yes, because it's a strict duty at the moment.

And the other thing that sometimes happens too is that the agents, depending on the agent's experience, they won't go back to the tenant and look at it and say, "Okay, well it's only this room that's inhabitable, and therefore the reduction should be proportionate." It's like, "Well, it's one bedroom that they perhaps don't even use," and it's a study and they say, "Oh, I've got 50% loss of rent when 50% of the apartment's still habitable and being able to be used."

But sometimes some of the agents just don't take a proactive approach with their own tenant, and then just come to us and say, "Well," or not even tell you there's a reduction and then next, they're going to expect you to pay for it without even saying to us, "Well, hang on. This is what we've been asked to do." So therefore you get the fait accompli, as opposed to saying, "Well, hang on. Well, you didn't help us mitigate the loss. You just accepted the reduction, and you haven't come to us saying this is what we're putting you on notice." This is more like, "Well, we've given the tenant rent reduction now for five weeks, pay up."

Amanda Farmer: Yes, it is risky for investor owners to act in that way, because an owners corporation is always going to be entitled, and in most cases, I think, would be advised to go and get their own advice. Both legal advice and advice from an agent as to whether this property is still lettable and what the rent would be, and the owners corporation may form a different view to what that investor owner and their agent has formed about the habitability or otherwise of the property.

Something else to be really clear about, especially when we're talking about contents and damage to contents like clothing and shoes and bedding is one that's come up before; A, the loss has to be reasonably foreseeable, and B, the loss can only be claimed by the owner. Our legislation is very clear that it is an owner who makes the claim against the owners corporation, the owner who is entitled to be compensated not a tenant.

So where a tenant may have suffered damage to contents like clothing, then it is for the tenant to make that claim against the landlord. The owners corporation has no relationship with the tenant. The tenant makes the claim against the landlord. The landlord assesses that claim, decides whether they're going to meet it or not, and if the landlord is then suffering the loss, they are of course the owner, they are the ones who are entitled to then claim from the owners corporation.

Now, that's the technical legal process. I appreciate that might be shortcut in some communities where you all simply agree, you know where this is going to head, you're not going to wait for a tribunal order, you sit down, work it out, and some money is paid directly to the tenant. That's fine if you're agreeing on that informally. But sometimes I'm contacted directly by tenants who say, "Amanda, I want to make a claim against an owners corporation for this," and I say, "Sorry, can't help you. You need to sort that out with your owner." And if the owner in turn wants some advice on their rights against the owners corporation, then that's my bag, not dealing directly with the tenant's claim against the owner.

Reena Van Aalst: Yes. Well, that happened, and obviously the agent came to us on behalf of the owner, and the owners corporation just said, "No, at end of the day, we're not going to entertain minor claims of this nature." And generally speaking, I think what I've seen is that most tenants don't come with such small claims to us via their agent. The agent normally deals with them before. We don't normally see or have to deal with it at all. Whereas in one particular case that we have, the agent just keeps flicking everything and doesn't take any sort of ownership or responsibility in trying to sort of deal with the extent of a tenant's claim when it comes to these types of clothing and issues.

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Amanda Farmer: Yes. Kook, I think the best thing that buildings can be doing, especially with larger claims, and the definition of what's large will be different for every community, is get advice, first of all from your strata manager. And hopefully it's a strata manager who's listening to a podcast like this and has some awareness about how these claims work. And then ultimately, managers to be referring your owners corporations, your committees to get legal advice, just to make sure that the claim is the type of claim for which the owners corporation is likely to be liable and is something that there should then be discussions about. Not every claim. Not every claim will fall into this category where the owners corporation needs to respond. So definitely consider each situation in its own context.

Reena Van Aalst: Thank you, Amanda. That's very helpful.

Amanda Farmer: Great question. I'm sure that will help many. Thank you, Reena. My challenge for this week relates to windows, and double or triple-glazed windows, sometimes in buildings where apartments are on a main road, there's a lot of traffic noise. Owners want to ensure their peaceful enjoyment, and they have decided to install double glazing, triple glazing. This question came up in our member forum a couple of weeks ago. And I thought it was an interesting one for us to have a look at, because it involves the interpretation of section 110 of our Strata Schemes Management Act. This is the section that says, "Minor work can be approved by the owners corporation at a general meeting. Only an ordinary resolution is required to approve minor work that's being carried out by an owner." If the strata committee has been delegated the authority to approve minor work, then the strata committee can approve minor work.

What is minor work? Section 110 has a list of a few things that constitute minor work, renovating a kitchen, installing an air conditioning unit. That section also refers to other types of work that might be set out in our regulation. We do have other types of minor work set out in our regulation, and one of those types listed in regulation 28 is the installation of double or triple-glazed windows.

That is the exact wording that's in the regulation; the installation of double or triple-glazed windows is minor work. The question that came up in the forum recently, I want to install double-glazed windows. I've gone to my strata manager, I know because you've taught me well that this is minor work, and my strata manager has said, "No, it's not, because it involves removing the whole window and replacing that whole window with a brand new frame and the glazing. And therefore you're doing more than just glazing, it's not minor work. It is major work that requires a special resolution." Have you come across this, Reena Van Aalst?

Reena Van Aalst: Yes, I have come across window glazing applications, but I haven't come across anyone saying that it's going to be major work, because normally, as long as they're replacing the frame and everything, like for like, so you're not having double-hung windows and all the rest of them are all sliding, which obviously would then affect appearance of the lot, and that would require a filing and special resolution. But no, I haven't come across anything like that, Amanda. So all the ones that we've approved have always been like for, and you wouldn't even know that someone's changed their window.

Amanda Farmer: Yes, that's a key point, not impacting the external appearance of the lot or impacting the external appearance of the building. Because if that was to happen, then I agree that would push the work up to that level of needing a higher approval. And my understanding of double glazing is that there is no way to do it other than to remove the entire window and then put a whole new window in. Right?

Reena Van Aalst: Yes.

Amanda Farmer: So that was a question that I had for this member who posted in the forum, get your contractor to confirm that there is no way to double or triple glaze windows without removing the frame and installing an entirely new window. And I think therein may lie the misunderstanding of the strata manager who said, "Well, section 110, and that reference in regulation 28 to the installation of double or triple-glazed windows is just about dealing with the glass. It's not about removing the frame." I don't think that's the case. I think that the reference is about the complete replacement of the window. And as you say, Reena, as long as it is like for like, aside from the glass, which we really can't tell by looking at it, what the glazing is.

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Reena Van Aalst: Yes, and we all know that owners corporation's not going to approve windows that look different from one apartment than the other. So there's not even point even asking if someone wanted to do that, you'd say, "Well, don't bother, all you can do is replace it like for like." And you can see why the Act has that provision to make it a minor renovation.

The other thing that people talk about is the air conditioning 'cause some air conditioning units can be seen from outside the lot, and therefore they really don't then fall under that provision of the 110. However, glazing, like you said, you do have to take out the frame and all that to put your glass in. So I think it's perhaps in the interpretation of maybe the wording.

Amanda Farmer: Yes. So with the view to solving this impasse, what I have suggested to the member, and we do a lot of this inside our member forum, helping to isolate the area of misunderstanding through polite and clear communications. So I have suggested to this member that they write back to the strata manager and say, "Hmm, interesting, that's not the way that I interpret Regulation 28. I'm interested to hear that you interpret it that way. I've actually spoken to my contractor, and it turns out that there is no way to double or triple glaze windows without actually replacing windows, it's just not possible. And perhaps, strata manager, you weren't aware of that. Now that you are aware of that, would you agree with me that this is minor work? Otherwise the reference to installing double or triple glaze windows in the legislation would be a bit bizarre."

So there's a lesson in there, I think, for both owners and for strata managers to ... when you're writing, and often writing very quickly, churning out emails, sending back an opinion, a direction, a solution to get something off your desk, sometimes, we forget to stop and really think properly about a problem and how best it might be solved.

Reena Van Aalst: Yes. Well, the converse, I think also applies too, Amanda, when you're trying to convince a lot owner that's saying ... We have a particular case where lot owners installed some sort of sheeting in between two balconies and it's stopping the drainage, and it's missed other balconies, it's got major problems. But their issue is contributing to it, and then they won't accept it. What I've said to the building managers is that just get the engineer to make sure that in his report he does reference this as being a problem, and contributing to the water penetration, because sometimes when people just say something ...

I mean as a manager, we shouldn't say anything anyway, even if we believe that's the case, we should really get the advice, like I said, of a glazer and say ... Let's say he or she did think that well, to me before, you'd get a contractor to say, "Yes, the only way you can do it is A, B, and C." So at least then it's not really your opinion, because your opinion doesn't really count in these instances when it comes to these issues, where we're not actually trained to give advice on window glazing. I mean it's not really our thing. So if you're not sure of something ...

And in my case, I know that the building managers have been told that everyone ... so has the engineer who's inspected it, but I would've said just ... they won't listen to the managing agent, they won't listen to the billion manager, have the expert say in the report what you've done is contributing. So at least it's coming from a third party. And I think agents should always remember that. Even if you do know the answer, it's always better to get it from a third party that has the expertise, 'cause that will give weight to your argument as opposed to just saying ... In this case obviously, the manager is not correct about their interpretation. But let's say they were, Amanda, it's better to come from someone else and have it in writing than you just saying what you think which could be right, but you need that sort of, I think, third-party expertise to back up what you're saying.

Amanda Farmer: Yes, excellent advice there, Reena. Thank you very much for that. I agree. Moving on to your win for this week.

Reena Van Aalst: This is a really strange one, because as you know, Amanda, when owners want to have their by-laws put up for approval at a general meeting, unless there's an AGM coming up or another general meeting that's been scheduled for another purpose, an owner has to pay the cost of the managing agent to convene the meeting, to organize.

So we pretty much said to this owner, "We estimate about an hour to do, the agenda uploaded, so it's pre-meeting electronic voting. We've got this many owners that receive their dues by post. We have this many pages going out. This is the cost of the pages. This cost of the post, minutes would take this much." So it's pretty accurate estimate. It wasn't just sort of willy-nilly.

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And he was saying, "I need an accurate estimate," and actually this person was a lawyer, which I thought was actually quite surprising coming from that profession. But anyway, Amanda.

Amanda Farmer: I'm not surprised. I think it makes perfect sense.

Reena Van Aalst: So anyway, finally I just said, "Listen, we have given you as thorough an estimate as we can give you." 'Cause obviously we don't know how many votes it'll be, and how long, but I mean it's pretty standard. It's not going to be that much more than what we've said.

And anyway, after a lot of toing and froing, and also knowing that this person had already completed the work without any authority in the first place, but that's a separate issue. They agreed to actually have the costs charged, they'd lot account, and agreed to pay for all the ... Yes. So even though it took a lot of back and forth, I only wanted to raise it as a win because in isolation, it might sound like a silly thing, but sometimes convincing people of things that they're responsible for ... I mean I know people don't want to pay extra costs for by-laws and things like that because they think, "Well, I'm paying this much more renovation, and what I need to pay is extra money, etc." But I just think that sometimes lot owners have to understand that when you're living in an owners corporation, unfortunately there are costs that if you want to change something, you're going to have to be responsible for. And it is what it is. I mean we don't make the rules up about needing by-laws.

And again, it's to protect the owners corporation ultimately in the end, and which they're a member of, even for other people that do work, not just their own works. But sometimes you have to jump hoops just to get the most basic concept across to people. And we do try really hard to make it simple, I mean ... But anyway, that's why I put it as a win, because I just thought it was like, "I know it doesn't sound like a win in itself, but it really was a long time you convince someone ... "

Amanda Farmer: Wow, you got there in the end. And maybe that's the key point when owners do push back against costs that are being charged directly to them because of what they want to achieve with their by-law, with their renovation, they need to pay for the meeting, they need to pay for the by-law registration, as in your example. Maybe explaining to them, "Look, if your neighbour was doing a renovation, as they may well be doing in a year's time, and there was a \$1000 to have a meeting, it's a large building, people are still receiving agendas by post. We have to have a meeting in person because some elderly owners, for example, don't have access to electronic voting. This is all going to be hours and time and money." You don't necessarily want to be contributing to that, because that's someone else's renovation in the same way that your fellow owners don't want to be contributing.

So I mean I can see that argument both ways. Maybe we should all contribute all of the time to everybody, and we all get the benefit of that, or maybe we should pay our own way. And I think everybody will have their own views about that depending on how they are philosophically inclined towards individualism or collectivism.

Reena Van Aalst: But Amanda, when you're doing a renovation, you're the beneficiary of that work. So no one else is going to benefit from your renovation. I mean they probably might benefit if you bring a new bathroom, there's no leaks or something like that, I mean there could be something.

And in most renovations now, we're not talking about a couple of thousand dollars. We're talking about ... in ones that require by-laws, which aren't minor, like kitchens, which are minor, etc. gutting out an apartment is a major renovation. It's not like you're just doing a little bit here and there. And I think that sometimes people can't see the wood for the trees, because obviously usually renovations never cost what people think it's going to cost. It always blows out. And then, the expert, and then your manager saying, "Oh no, but you need to also pay another one or two grand to me, what the size of the building is to get the work done and the registration done, etc."

And you think, "Well, but unfortunately this is just cost of living in strata." And in some other, I think people don't really understand this concept that you only own the airspace, and when you're trying to change the common property, being the boundary of your apartment, you're changing something that you actually don't own. So you've got to really get permission to do that. But yes, anyway, so it was an ironic sort of win there.

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Amanda Farmer: No, thank you for sharing that one. And it's good for other managers to hear you stick to your guns about estimates of cost, even in the face of lawyers who may be intimidating for other people and be able to solve that one. So thank you for sharing. My win for this week relates to a building that you actually managed, Reena. I know you don't mind me saying that. You have managed this building for many, many years. You might be able to tell us how many years. I was driving through Bondi Junction just a couple of days ago, I was in Sydney for the weekend, away from my country home. And I was stopped at a set of traffic lights. And I looked up and I saw the very iconic two towers of Eastgate Gardens. Some of you will know Eastgate if you're an Eastern Suburbs local, one of the first, if not the first, I think towers in Bondi Junction in the 1980s.

And at the time when I looked up, I noted that they are just about finished maybe three quarters through a repaint, and they look fantastic. Now, the sort of pinkish, I'm going to say pinkish-brownish color that they have been for the last-

Reena Van Aalst: Terracotta. Terracotta.

Amanda Farmer: Terracotta. Okay. Thank you for the description. Pinkish-brownish. Terracotta color that they have been for the last 40 years, I think, is now almost gone. And they are a lovely, bright, fresh, modern white gray on the balconies, I think. And I think they look fabulous. And that older building is now really competing with the new modern towers that we see in Bondi Junction. And I thought ... Look, I'll confess I had a little bit to do with the start of that project, giving some advice on the contract, and I'm lucky enough to do a little bit of legal work for Eastgate Gardens from time to time. But Reena, tell us, has the project been as smooth as it looks from the outside? How has it going there on the inside?

Reena Van Aalst: Oh, Amanda, it's just been going so beautifully. Well, I don't even hear ... Most buildings, even though you have a building manager on site, and there's issues that happen here and there. For this painting project, I've heard nothing. It's just been going so tremendously well.

Amanda Farmer: Wow.

Reena Van Aalst: The contractor is very efficient. They started before Christmas. They communicate really well with all the residents so that when they're up to their floor, they tell them in advance. The people know. They know to remove items from their balconies, etc. etc. I mean it's just been really a professional company doing the painting. And the committee and the building manager and the owners corporation are just very happy, and this going so smoothly.

And it's one of those things where obviously we had general meeting, we had two different painting color schemes that were sort of one was the opposite of the other, and we put those to the vote and we're still going to be keeping with what's been done downstairs.

So for those that aren't familiar, there's a shopping center downstairs, and the facade of the building in those areas has been changed to a new color scheme. So obviously the committee wanted to continue that color scheme throughout the rest of the towers, so that you didn't have this white, gray, new modern facade at the front with the shopping center. And then you've got these terracotta color.

And the building obviously needed a painting anyway, so it was all timely to have it all done once the other parts of the building were completed. So yes, it's just been such a breeze, and I hope that this continues, and I don't have to ever mention anything about this in terms of any-

Amanda Farmer: That we don't jinx or ... Just tell our listeners who may be from other parts of the country outside Sydney, not aware of, they don't know Bondi Junction, how many lots, off the top of your head, Reena, in each tower? This is a large strata scheme.

Reena Van Aalst: Oh, there's 111. Yes, 111 in each one. So there's 222 apartments. Yes.

Publication Date: 16 March 2023

YSP Podcast Transcript: Episode 353. Claims for lost rent | approving double glazing | a smooth major works project

Amanda Farmer: Yes. So there's a lot going on, and having a building manager there on site, I think they have a full-time building manager, don't they? And a very dedicated committee for a building like that is essential. And I think that's gone a long way to smoothing this project.

Reena Van Aalst: But they also have drone footage of the beginning.

Amanda Farmer: Oh.

Reena Van Aalst: So we actually do have a video at the top, going around the building in a drone. It's really amazing. Like-

Amanda Farmer: Oh, wow!

Reena Van Aalst: I have a copy of it. Yes.

Amanda Farmer: I would love to share that if that's possible. Ooh, I'm putting Reena on the spot here. If you have a chat to the committee, Reena, and if they wouldn't mind us sharing a link to that somewhere, even just a short version, that would be great. Because, look, I'll confess, coming back to strict liability offenses, I did pick up my phone when I was in the car, and don't tell anyone, and attempted to take a quick snap out of my window.

Reena Van Aalst: But you parked, right? You parked your car, Amanda.

Amanda Farmer: I know. I parked the car, first. Then I picked up my phone. Then I took a quick snap out the driver's side window. I got a bit of a half a truck and a tree, and I don't think it was the greatest photo. I will have a look back at that and see if we can make it worthwhile to share here under the podcast episode. But if you've got that drone footage or other photos that the owners corporation has that they're willing to share that's documenting this transformation, that would be wonderful for others to see.

Reena Van Aalst: Definitely, Amanda, I'll find out and come back to you.

Amanda Farmer: Excellent. Well, I love ending on a very good news story. Thank you, Reena, for being here with me today, and we'll work on some more challenges and collect some more wins to share with everybody very soon.

Reena Van Aalst: Thanks, Amanda.

Amanda Farmer: See ya. Bye.

Reena Van Aalst: Bye.

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