Example complaint schedule – Building service complaints/HBWC complaints

Note: General descriptions such as “faulty” or “poor” or “unacceptable” are not appropriate

Complainant’s Name: **Insert your name**

Respondent’s name: **Insert the name the complaint is against**

No	Item/Location/Clause	Description	Reference to evidence relied upon	Remedy Sought	Respondent’s response
1	Ensuite shower.	Water ingress causing damage to shower walls and other side of shower walls ie hallway wall and bedroom two wall and carpets.	• Report labelled “Attachment 1”. • Name of Inspector’s report dated 25 Dec 2015. • Page number & paragraph number of report.	Water ingress to be remedied, tiling and hallway walls and carpet to be replaced.	No response.
2	Entire internal floor to house.	Tiles are uneven.	• House plans labelled “Attachment 2”. Showing location/s of faulty tiles. • Photographs labelled: “Attachment 3” “Attachment 4” “Attachment 5”	Tiles to be lifted and relayed if possible or new tiling to be completed.	Only prepared to relay small amount of tiles.
3	New Patio – gutters.	Water leaking into house roof space causing water ingress and staining to lounge room ceiling and eaves.	• Report labelled “Attachment 6”. Name of Inspector’s report – dated 25 Dec 2015. • Including page number &/or paragraph number of report. • Photographs labelled: “Complaint Item 3 Attachment 7” “Complaint Item 3 Attachment 8” “Complaint item 3 Attachment 9”	• Gutters require reinstalling so they don’t cause leaks. • Additional downpipes required. • Water ingress damage to ceiling and eaves to be remedied.	No response.
4	Clause 7 in Contract – Delays.	350 days to construct from 28 Jan 2013. Should be completed on 21 Feb 2014. Practical Completion occurred on 30 May 2014 98 days over contract.	• Contract labelled “Attachment 10 – Page 9 – Clause 7”. • 10 Real Estate rent receipts labelled “Attachment 11”, for period between 2 Mar 2014 to 5 Aug 2015.	98 days = 14 wks @ $350.00 p/w $4,900.00 paid in additional rent. Claim for $4,900.00 for extra rent.	Builder advised construction was within contracted time and will not pay for additional rent incurred.
5	Clause 9 in Contract – Price Increase – Termination.	Contract price $350K. Price increased by $19,000 for siteworks. Greater than 5%. Terminated contract but still required to pay $20K.	• Clause 9 of contract labelled: “Attachment 12”. • Variation - Price increase dated 25 May2015. Labelled “Attach 13” • Termination Notice Labelled “Attachment 14”.	Builder should have known appropriate costs for site works. To terminate contract without incurring additional cost.	Builder prepared to drop increase by $2,000.00
6	Quote dated 25 Nov 15 supplying 150m^2 of liquid limestone.	Provided aggregate driveway instead of liquid limestone as stated in quote.	• Quote labelled “Attachment 15”.	Full refund of $25,000 paid or product to be removed and liquid limestone installed at Contractors cost.	Contractor advised aggregate is a better product so nothing further will be done.