

From: [REDACTED]
Sent: Wednesday, 17 October 2018 10:01 AM
To: [REDACTED]@porthedland.wa.gov.au>
Subject: RE: Stevens St Retirement Village - Seeking clear recommendations

Hi [REDACTED]

Based on the information provided the residential units and associated amenities building are at a point at which the relocation of all tenants should be considered. The corrosion of structural tie downs, termite damage to roof trusses and the corrosion to the reinforcement within masonry walls and columns all require urgent maintenance/repair works. In its current state any high wind event would put the occupants safety at risk. In regards to the termite damage further extensive investigation is required to determine the extent and severity of the damage, and thus determine the safety risk to the occupants.

Based on the Engineers conclusions that a load bearing column to the amenities building and the free standing carport are unsound, these buildings as a minimum should be fenced off and remain unoccupied. In my opinion the current condition of the subject buildings would be grounds to issue a Building Order under Section 110 of the Building Act 2011, with the option of complying with one part of :

Section 112 (g) if a building or incidental structure is reasonably believed to be in a dangerous state or unfit for human occupation –

(v) to renovate or repair the building or incidental structure to a specified standard or in a specified way so as to prevent or stop the building or incidental structure from being a danger to persons, to other property or to the environment or to render it fit for human occupation;

OR

(vi) demolish, dismantle or remove the building or incidental structure.

The ownership or lease agreements will ultimately determine how to proceed. If the buildings are owned by the Town and are required to be maintained by the Town then no order can be issued, but rather the decision to repair or replace would need to be made. If leased to another party the contents of the lease will determine the responsibility of maintenance. It is evident in the condition of the buildings that the maintenance has been severely neglected over an extended period of time. If the lease agreement is such that maintenance was the responsibility of the lease then they would likely be in breach of the lease agreement, potentially providing grounds to evict. It is recommended that expert legal advice be sought in this regard.

If you require any further information going forward please don't hesitate to contact me.

Kind regards

[REDACTED]
[REDACTED]
Building Surveyor
[REDACTED]