

Common Property

Issue 1

Legal news for the strata and company title management industry August 2007

Introduction

Writing in the December 2006 newsletter published by the Institute of Strata Title Management Ltd (the **Institute**), the President, David Morris, reminded readers in his article "Time to Get Tough and Wipe Out Unethical Behaviour in Strata" that the barriers to entry to the strata management industry were low. He wrote:

"The education requirements to meet the (requisite) standards ... for the award of a licence to allow someone to hang up their shingle are not onerous in time or in dollars ... they are well short of the mark in terms of the level of



expertise and knowledge that is required to actually provide the services to clients".

He went on to comment that knowledge was important and well-trained staff a key advantage.

In strata management and living, knowledge and education is crucial

It makes for better harmony, greater understanding and encourages greater patience.

Makinson & d'Apice is particularly well placed to assist those living and working in the medium density situation (either strata, community or company title). We have an experienced and knowledgeable team of lawyers engaged in this field including Richard d'Apice, Alex Kohn, John Baxter and Vera Visevic — all partners with varied, but relevant experience. They are complemented by Chris Drayton and, most recently, Ian McKnight,

who also bring considerable experience and insight to medium density living and working.

Ian McKnight, for instance, operated his own strata managing agent business for a number of years, has been a member of the Institute of Strata Title Management for over 20 years, served as a director of that Institute, is a published author in strata law, and lectures in that area for the purposes of solicitors' mandatory continuing legal education. He is, in addition, Certificate IV qualified.

Makinson & d'Apice has a long term involvement in medium density living.

Our commitment to you

Makinson & d'Apice will publish this newsletter on a quarterly basis to provide relevant information and education to management firms, executive committees, boards and owners. ■

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Address unknown

“A document other than a summons ... may be served ... by posting it ... to the owners corporation at its address in the folio of the Register ...”

As is well known, an owners corporation must erect and maintain a letterbox at the complex (section 114 of the *Strata Schemes Management Act* 1996 (the **Management Act**)). The obligation is honoured almost without exception. But whose job is it to clear it? How often is it attended to? And what happens when the only diligent person in the complex, who has been regularly vetting the contents of the letterbox, has the temerity to go swanning off around Australia or the world?

The situation is often most apparent in a large strata scheme or community development, or at the other end of the scale in the small block where no-one takes an interest or they are simply too busy to attend to this simple, but vital, task.

The answer is gained by reference to first principles. Again, it is understood that a strata plan, when it is registered, must include:

- a location plan;
- a floor plan;
- a schedule of unit entitlement,

(see section 8 of the *Strata Schemes (Freehold Development) Act* 1973). That same section states that the location plan must include the address at which documents may be served on the proposed owners corporation (section 8(2)(a)). (The position is the same for a community association (see regulation 6(c) of the

Community Land Development Regulation 2002.) When a strata or community plan is registered, it contains an address for document service. The documents which may be served are varied and of importance. For example:

- notices of change of ownership;
- notices of leases;
- notice of a final order;
- notices from the Valuer-General's Department;
- notices of renewal of insurance policies;
- a summons or other legal process.

Delay in knowing about and dealing with any of these documents can prove expensive, embarrassing or, at least, an annoyance to affected persons.

The answer or remedy is quite simple

The address for service of notices may be changed by an ordinary resolution made at a general meeting of the owners corporation (see section 239 of the *Management Act*). In the case of a community plan, the by-laws may require amendment. In a large development or a neglected (or busy) scheme, the address should be changed to that of the strata managing agent or even a postbox, which is regularly cleared.

The change must be registered at the Office of Land and Property Information. Any change is not legally effective until registration is effected (similar to the position with respect to by-laws) and service at the address shown on a search of the folio of the Common Property (however out of date) is effective service for almost all purposes. Time starts to run (for almost all purposes) when the document reaches the owners corporation's address for service even if it is a letterbox filled to overflowing and unemptied for months.

If you are unsure of any step in the procedure, simply take advice. ■

Ian McKnight is a special counsel with Makinson & d'Apice.



Enforcing by-laws

It is well recognised that there are considerable advantages in communal living. This has been one of the factors driving the ever-increasing number of strata and community titled developments. Most people (and none more than much besieged strata managing agents and executive committee members), however, acknowledge that every rose is likely to have a thorn. In a medium density situation, the thorn is likely to take the form of a dispute. One of the ways that disputes may be avoided is the use of by-laws in strata and community schemes. The close proximity of residents and the fact that rights over common property are rights in common with other residents demand clear and concise rules, including those of behaviour.

All owners and occupiers are aware (or should be) that there are by-laws applicable to the building or complex and that these rules need to be obeyed. Happily for residents (and strata managing agents), by-laws are generally adhered to and respected.

But what happens when they are disobeyed?

What can be done to restore obedience, harmony and to focus the strata managing agent and executive committee on more important issues?

Practical tips

The thoroughly well-known and much made complaints may include:

- a resident parking in the visitors' spaces;
- not putting rubbish in the garbage bins;
- conducting riotous parties; or
- otherwise disrupting the sedate, ordered affairs of the building.

What to do?

The first step

Have another resident (preferably somebody on the executive committee) speak to the offending party in the name of the executive committee. Hopefully this will do the trick. At the same time, a courteous letter could be written, enclosing a copy of the applicable by-laws for the scheme.

Should there be a reoccurrence and if the offender is a tenant, the owner and the leasing agent (if known) should be informed in writing. The letter should be somewhat more curt than the tone of the first letter sent to the responsible party. With a reoccurrence of the breach of a by-law, consideration needs to be given to the nature of the by-law being contravened.

Care should be taken because there are two formal remedies available.



Legal remedies

Firstly, an eligible person may make an application to the Consumer, Trader & Tenancy Tribunal (CTTT) for an order by an adjudicator requiring the offender to comply with the by-law or to refrain from doing specified matters in contravention of the by-law.

Generally speaking, mediation must be attempted before an application is made for such an order. As the mediation process can be time-consuming (at least four to six weeks), it is important to consider the nature of the breach and its consequences. It may be possible, in urgent cases, to request

Enforcing by-laws

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the making of an interim order at the same time an application for mediation is made.

An actual example where this process was successfully utilised occurred when tenants had hosted a highly disruptive party, characterised by the high consumption of alcohol and other less acceptable drugs with consequential anti-social behaviour. Bottles, syringes and other items were strewn about the common property. Various by-laws had been breached. Statutory declarations were obtained, evidencing the incidents (this was an important part of the application). It was important, as part of the process, to lodge an application for an order by an adjudicator. This application, and that for the mediation, were not ultimately required: the adjudicator granted the interim orders and the tenant shortly afterwards vacated the premises.

Secondly, an owners corporation may serve a notice, in an approved form, on the offender requiring that person to comply with a specified by-law. This notice is served pursuant to section 45 of the Management Act.

The first requirement to be met is that the owners corporation must be satisfied that the offender has contravened the by-law. It is important that clear evidence be obtained of the breach (eg a photograph, noting date and time taken, and a statutory declaration or statement from a witness).

The second requirement is that a resolution of the executive committee must be passed authorising the service of the notice. This requirement may be avoided by having the strata managing agent attend to the issuance of the notice, but only if appropriately delegated.

Tips for issuing section 45 notices

- Ensure that there is clear evidence of the breach.
- The resolution approving the issue of the notice can relate to the specific contravention or it can be more general.

- The resolution should be carefully worded, and clear in its terms.
- It is preferable that a resolution be passed by the executive committee (rather than have the strata managing agent issue a notice pursuant to a delegated authority). This is so because:
 - it is better to involve the executive committee in a process that can lead to the imposition of a fine on an owner or occupier; and
 - the flagging of the action taken (due to the notice provisions of the Act) to other residents (the deterrent effect).
- If it is difficult or time-consuming to convene a meeting of the executive committee, then clause 10 Part 2 Schedule 3 of the Act (the "paper" meeting) should be utilised. Again, be careful that the notice of this meeting and ultimate resolution are carefully drafted.
- Ensure that a copy of the by-law allegedly contravened is attached to the notice.
- Ensure that the notice is properly served on the offender (ie by registered post or using a process server). It may be ultimately necessary to prove that the notice was received.
- If the offender is a tenant, a copy of the notice should be served on the owner. It is suggested that this be done by way of a letter enclosing a copy of the notice and a brief explanation of the problem complained of.



“An owners corporation may serve a notice, in an approved form, on the offender requiring that person to comply with a specified by-law.”



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Enforcing by-laws

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Consideration should be given to passing a motion, pursuant to section 45, approving the issue of a notice on the owner. This motion, and the notice which follows, must be very carefully drafted.

In *Owners Corporation SP 50853 v The Owners of Lot 6 & Ors*, the CTTT decided that an owner of a lot can be held liable for a nuisance caused by their tenants. The further rationale for serving the owner with a notice is to further publicise the breach, which may have the additional consequence of prompting the owner to take action against the tenant (eg terminate the lease).



Penalties

A person who contravenes an order of an adjudicator of the CTTT is liable to a fine of up to \$5,500. An applicant for a fine can be the person who made the original application.

The CTTT can impose a fine of up to \$550 on an offender who breaches a section 45 notice. The owners corporation can make an application for the imposition of a fine. This application should not be made more than 12 months after the section 45 notice was served.

The CTTT must be satisfied that the notice was properly issued, and the person has breached the by-law since service of that notice. Again, evidence will be required. Details of what should occur in seeking penalties (as outlined above) will be provided in later issues of *Common Property*. ■

Ian McKnight is a special counsel with Makinson & d'Apice.

The anonymous tenant

When you walk along the street, are you more likely to respond if somebody calls out "Hey you!" or "Hey (your name)"? Or, if you receive an envelope in the post addressed to "The Resident" or to you using your name, which one are you more likely to open?

Of course, a name is more likely to capture your attention. Further, in a community living context, it is going to help to create a sense of belonging or inclusiveness. There are occasions when a strata managing agent will need to communicate with or write to a tenant. The agent will achieve more success if a name is used. It is well known that an owner must give details of a lease (the tenant's name, date of commencement and the

letting agent's name: section 119 of the Management Act). There is the threat of a fine (up to \$550) if this does not appear. Unfortunately, it is an obligation honoured frequently in the breach. What to do when no details are provided?

Practical Tip

It will assist in obtaining the information if a letter is sent to the owner, highlighting the issues described above (ie likely response, inclusiveness, and a reminder of the fine) and, importantly, enclose a section 119 notice for completion by the owner (or his agent). This is far more likely to produce a result. A pro forma letter could be used to reduce time taken in the matter. ■

Ian McKnight is a special counsel with Makinson & d'Apice.



Cases observed

It is always interesting to observe the issues which come before the Consumer, Trader & Tenancy Tribunal (CTTT) and the various Courts, particularly the Supreme Court. In strata and community schemes in which one is involved or interested, how could a similar situation be avoided, or, what is the likely outcome?

The following cases have recently been decided by the CTTT and Supreme Court.

CTTT

Webster v Owners Corporation SP 4680 (2007) NSWCTTT 226

By-law 2: animals

This case involved a challenge to a by-law preventing the keeping of all animals. The applicant argued that it should be limited to dogs.

In the first finding, Member Paull found that she was not satisfied on balance that the applicant had established her case that the subject by-law need only have been restricted to dogs and did not need to extend to all animals. The Member found that the by-law was clear as to its intended

effect and could have been, but was not, amended at the meeting.

In her second finding, the Member observed that she was not satisfied that the appellant had established her case that the motion should have disclosed that the by-law would operate retrospectively so as to affect certain persons' substantive rights. She found no evidence that it did operate retrospectively or that there were any permissions on which it could operate retrospectively.

In the final finding, Member Paull was not satisfied that the appellant had established her case that the resolution giving rise to the relevant by-law was "wedged" between more important resolutions, thus leading to inadequate attention by owners when reading the notice of meeting.

Conclusion

The decision is a timely reminder that an appellant to the CTTT bears the onus of proving or establishing a case, and a need to carefully and thoroughly prepare and present evidence in support of the case. Consult and seek proper advice at all times.

"I was not satisfied that the appellant had established her case ..."



(Continued on page 7)

Cases observed

(Continued from page 6)



Owners Corporation SP 56911 v Fair Trading Administration Corporation (Home Building) (2007) NSWCTTT 181

Building defects insurance claim

This case involved an appeal against the denial by FTAC of a claim made under the provisions of the insurance scheme under the *Building Services Corporation Act 1989* (now the *Home Building Act 1989*).

The owners corporation argued that the failure of FTAC to accept a claim in respect of building defects amounted to a deemed refusal, thus providing a right to appeal.

Member Durie stated that the legislation (the *Home Building Act*) was “beneficial legislation, and it must be construed with that as its purpose. The interpretation of individual sections must be considered in the context of the Act as a whole, and also to give effect to that purpose.”

He then proceeded to interpret various sections with the purpose of the legislation in mind. A prompt decision was required (to a claim).

He observed that the remedy of mandamus was available where there was no response. (Mandamus

is, simply put, an order from the Supreme Court requiring an authority to do something. In this case, that would be to accept a claim and make a decision.)

The application by the owners corporation was dismissed for lack of jurisdiction, there having been no refusal of a claim.

Conclusion

Building defects cases are potentially fraught with complexities and difficulties. Each step, each course of action, can be critical. Do not underestimate these matters, as failure can be the reward for omission or neglect to follow each step.

Iliadis v Owners Corporation SP 8991 & Ors (2007) NSWCTTT 227

Section 65B: licence to use common property

The applicant sought an order under section 65B to force the owners corporation to grant a licence under section 65B of the *Management Act* to use common property. The evidence was that the applicant had not made an application to the owners corporation, so there was no decision to grant or refuse such a licence. Member Carpentieni found that there was no jurisdiction to hear or determine the application. Section 65B does not give the applicant a right of direct appeal or request to the Tribunal to seek a licence to use common property. An application to the owners corporation for a licence needs to be made in the first instance and the decision not to grant a licence may then be appealed.

Conclusion

The case is the CTTT's equivalent decision to the Supreme Court's decision in *The Owners SP 30695 v Stratacorp (2005) NSWSC 405* (where the Supreme Court stated that the procedures under the *Management Act* should be followed prior to making an application to that Court). Follow each step of the proper procedures in the legislation. If necessary and for abundant caution, seek advice.

Kennon v Owners Corporation SP 37822 (2007) NSWCTTT 228

By-law 17: appearance in keeping with rest of building

This case was concerned with an appeal from an adjudication which ordered the appellant to have a container removed from his lot (being a part of a lot intended for car parking) by a certain date. It involved by-law 17 (the appearance of the structure not being in keeping with the rest of the building). Relief under by-law 5 was not pressed as the anchors of support to the common property were removed.

The appellant argued that the container (created by his tenant) was wholly within the lot and designed in appearance and colour to be sympathetic with its surroundings.



(Continued on page 8)

Cases observed

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The appellant submitted that there were other similar structures erected.

The owners corporation’s witnesses were varied. One witness was found to be lacking in substance, while another gave evidence concerning value of the properties (not found to be of help) and that other structures were illegal as no consent had been sought.

Member Carpentieni dealt with the matter on the basis of by-law 17. He observed that the structure occupied two tandem car parking spaces from floor to virtually the ceiling and was constructed of metal and painted dark grey similar to the concrete pillars and surrounding concrete structure. The Member described it as an imposing structure, and said that it could not be said to be in keeping with the rest of the building. He went on to observe that the by-law did not distinguish between a lot used for car parking and one which is used to physically occupy as a residence. By-law 17 did not require the appearance to be in keeping with the outside of the building but rather the outside of the lot. The appearance of the visible items inside the lot is relevant when viewed from any other lot including other lots in the car parking area.

The Member ordered that the appellant ensure that the container be removed (by a particular date) and that any damage occasioned by the installation or removal be made good. He also ordered that, if the container was not removed by the particular date, the owners corporation could, in accordance with section 63(5) of the *Management Act* enter upon the lot to remove it and to recover the costs associated with its removal as a debt from the appellant.

“(Under) By-law 17 ... the appearance of that which is within the lot, if visible from outside the lot, (must be) in keeping with the rest of the building.”



Conclusion
The case is an important illustration of the breadth of the application of by-law 17 and how it might be utilised to ensure uniformity or conformity of the appearance of a building, including within a car parking area. Appearance of items inside a lot are relevant when viewed from any other lot. Other matters of importance to be taken from the case are the powers of entry upon a lot to enforce the terms of a by-law and the need, once again, to carefully prepare cases before the CTTT (photographic evidence was important in the case to assist in the presentation and understanding of appearance).

Supreme Court

Community Association DP 270180 v Arrow Asset Management Pty Ltd & Ors (2007) NSWSC 527

Ratification of management agreement; debt incurred in initial period; estoppel; whether association estopped from asserting agreement terminated; developer’s fiduciary duties

This is one of the most important decisions of the Supreme Court in the strata and community title field for some time, as it deals with many issues.

“Balmain Cove” is a community association adjacent to the Iron Cove Bridge in Sydney. It was developed by Australand (the third defendant in the case). The community plan for Balmain Cove was registered on 27 November 1998. The Association entered into a Site Management Agreement (**the Agreement**) with Arrow Asset Management Pty Ltd (**Arrow**) on 2 December 1998. On about 30 June 2000, the Association, Arrow and Bondlake (the second defendant in the case) entered into a Deed of Assignment of Agreement whereby

(Continued on page 9)

Cases observed

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Arrow purported to assign its rights and obligations under the Agreement to Bondlake. In the case, the Association contended that the Agreement came to an end on 28 July 1999 (the date of its first annual general meeting) and that the assignment was, therefore, ineffective. Arrow and Bondlake disputed this contention and, in addition, stated that the Association was estopped from arguing it. Finally, the Association argued that Australand, as the developer of Balmain Cove, owed the Association fiduciary and common law duties, and breached them when, in consideration of payment from Arrow to itself, Australand caused the Association to enter into the Agreement.

Applicable legislation

The Court was principally concerned with sections 23 and 24 of the *Community Land Development Act* 1989. Those sections provide, so far as relevant:

Section 23(1): *During the initial period ... an association may not ... (a) incur a debt of an amount in excess of the amount then available for repayment of the debt from the administrative or sinking fund.*

(5) An association may recover from the original proprietor ... (a) as a debt—any liability incurred by the association ...

(b) as damages—any loss suffered by the association ...

Section 24(2): *If, during the initial period ... an association enters into an agreement to which this section applies, the agreement terminates at the end of the first annual general meeting of the association unless:*



(a) its effect was disclosed in the association's management statement ... or

(b) it is ratified at the meeting.

Disclosure in community management statement

The critical clause (relating to disclosure) in the community management statement was clause 43. In summary, it provided that the Association “intends” to enter into an agreement with the Site Manager, the term of the Agreement “may” be up to 10 years with two options of up to 5 years each, that the Site Manager’s remuneration for the first year will not exceed \$200,000.00 and that the Site Manager’s duties “may” include certain activities, which were specified.

Inaugural special general meeting

On 2 December 1998 an inaugural special general meeting was held at which only attendees were a representative from Australand (representing the only member of the Association at that time), and a solicitor, being from Australand’s solicitors. As stated above, it was

resolved that the Association enter into the Agreement, and further, that there be no contributions determined, but that it be noted Australand undertook to pay the Association’s outgoings from the registration of the community plan until one month after Australand notified the Association that the undertaking would terminate. A managing agent was also appointed.

Purchase of management rights

In 1997, and prior to the registration of the community plan, Arrow had written to Australand offering to pay \$190,000.00 for the management rights for Balmain Cove. The offer was subsequently accepted by Australand.

First annual general meeting

On 28 July 1999, as previously stated, the first annual general meeting was held. The two relevant motions (for the purpose of the case) were:

“To decide whether amounts determined as contributions to the administrative and sinking funds should be confirmed or varied.

To decide whether an agreement to which section 24 applies should be ratified.”



(Continued on page 10)



“... nothing in that scheme excludes the basic principle that a fiduciary should not benefit from its position.”

Cases observed

(Continued from page 9)

There was some general explanatory notes given with respect to these motions. The Agreement, or a summary of it, was not provided or tabled at the meeting. An amount for “*on site management*” was included in a tabled budget.

Findings of fact

The Court found a number of facts. These included that Arrow requested, in 1999, the Association to consider an assignment of the Agreement to another company (initially declined, then ultimately approved), which eventually did not proceed. Further, in early 2000, Arrow notified the Association that it proposed to assign the Agreement to Bondlake. There was protracted arrangements and correspondence following the notification. In addition, there was correspondence from the Association to Arrow, detailing its dissatisfaction with the performance of the obligations.

Non-disclosure and no notification

The Court held that the effect of the Agreement was not disclosed by the community management statement. The Judge found that he was bound by the decision of the Court of Appeal in *Hudson Property Group Pty Ltd v Community Association DP 270238* (2005) NSWCA 374. The Agreement had not been expressly ratified. McDougall J stated that there could be no ratification of a contract of which the ratifier had no knowledge and, further, that the notice of the meeting gave no hint to members that the Agreement existed, let alone that it was to be ratified. The draft budget entry for “*on site management*” did not go nowhere near providing appropriate knowledge. The Agreement, therefore, terminated at the end of the meeting.

Debt incurred initial period

As the Agreement provided that the fees were payable by monthly instalment, the Judge concluded that, when the Association entered into the Agreement, it incurred a

debt for the first month’s instalment. In the circumstances, however, the Association failed to prove any loss or liability.

Estoppel

As discussed, the Court held that the Agreement terminated at the end of the first annual general meeting, so the issue whether there was anything to assign arose. This introduced the issue of estoppel. Put simply, estoppel is a bar which prevents one from asserting a claim or right that contradicts what one has said or done before or what has previously been legally established as true. There are different forms of estoppel, but the Judge was concerned with the aspect of the doctrine known as estoppel by convention. McDougall J noted that “*when parties make a statement of fact or of mixed fact and law the conventional basis of their transaction, without giving cross warranties, both are estopped from questioning its truth for the purposes of that transaction*”. He further noted that the Association and Arrow conducted their relationship between 28 July 1999 and 30 June 2000 on the basis that it was regulated by the terms of agreement. Criticism of performance was made, an initial assignment was considered and consented to, payments were made, there was no questioning, during the period in question, that the Agreement was not in force, and, finally, that a deed of assignment was entered into. The Judge held that the Association was estopped from disputing the continued existence and validity of the Agreement.

Fiduciary duties of developer

The Judge then considered the question of the fiduciary and common law duties alleged against Australand. He then considered various cases, and stated that he regarded the developer of a community scheme as being, vis-a-vis the community association, in a position analogous to that of a promoter

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Cases observed

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of a company. It followed that the relationship between the developer and the community association was a fiduciary relationship. McDougall J cited the fundamental rule that a fiduciary should not put itself in a position where its interest and duty would or might conflict with the interests of the community association. An objective of the rule was to preclude the fiduciary from being swayed by considerations of

personal interest. The Judge stated that there was a clear conflict between Australand's interest and duty. Its interest was to extract the maximum price from Arrow. That conflicted, or might conflict, with its duty to the Association to get the benefit of management services at the most reasonable terms commercially available. None of the disclosures made would have alerted any prospective purchaser to the fact that Arrow considered the

management rights sufficiently valuable to pay \$190,000.00 to Australand for that company's service in causing the Association to enter into the Agreement. Accordingly, the appropriate remedy was for Australand to account to the Association for the profit of \$190,000.00. ■

Ian McKnight is a special counsel with Makinson & d'Apice.

Conclusion

The case highlights the need to ensure proper and complete disclosure is made to owners, particularly at meetings. Motions need to be carefully drafted, any explanatory notes should be specific, detailed and relevant. Contracts, quotations, budgets and any other documents the subject of the motion should be attached to the notice proper, and not simply tabled at the meeting. Care needs to be taken at the inaugural general meeting of a community or strata scheme to ensure the initial period restrictions are not breached. If necessary, legal advice should be obtained. At the outset of a dispute, or a problem before it becomes a dispute, advice should be sought. The doctrine of estoppel may very well prevent a community or strata scheme, or company, asserting or denying a position, which otherwise it would have been able to assert. Finally, it must always be borne in mind that developers have fiduciary duties with respect to schemes. In providing advice to developers, and in simply conducting communications and dealings with them, this can assume importance. Conflicts of interest can, and do, arise. They must always be avoided. Adequate disclosure must be made.

A model for building websites

Montclair is a heritage listed company title apartment building in Liverpool Street, Darlinghurst comprising seven floors and 42 apartments.

It has recently launched a website designed by Artichokedesign containing information about the building for shareholders, residents and estate agents. The website contains such essential documents as the heritage report, certificate of incorporation and the constitution of the company, application forms for new shareholders and new tenants, house rules, the annual report,



frequently asked questions, a renovation application, a form of indemnity and even a useful resources page.

The existence of the website will no doubt become widely known amongst agents dealing with the sale or rental of inner city property

and should be a great boon to them as well as purchasers and tenants.

The website is a model for other company title buildings to follow and could easily be adapted by Artichokedesign for use by strata title buildings with such useful documents as the Strata Plan, the Certificate of Title to the Common Property, by-laws and Changes of by-laws and a renovations application and form of indemnity.

The website may be found at www.montclair.com.au ■

Richard d'Apice is a partner of Makinson & d'Apice.

Common Property

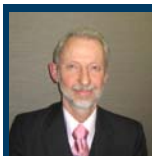
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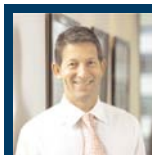
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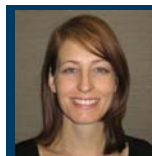
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