

Buyer Protections Proposed Regulations 2025

Submission

January 2026

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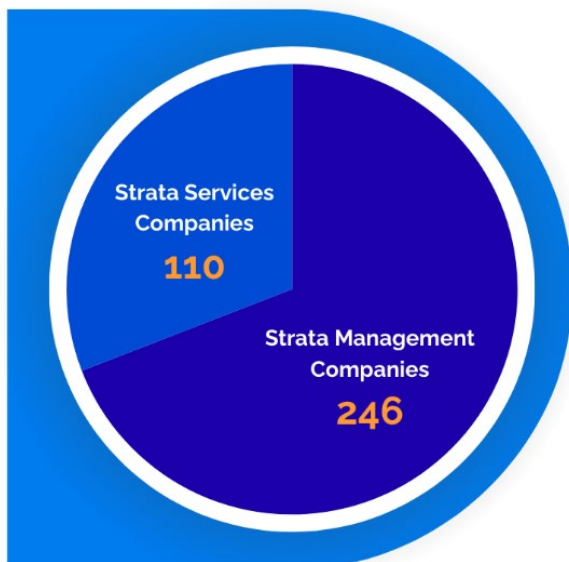
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About Strata Community Association Victoria

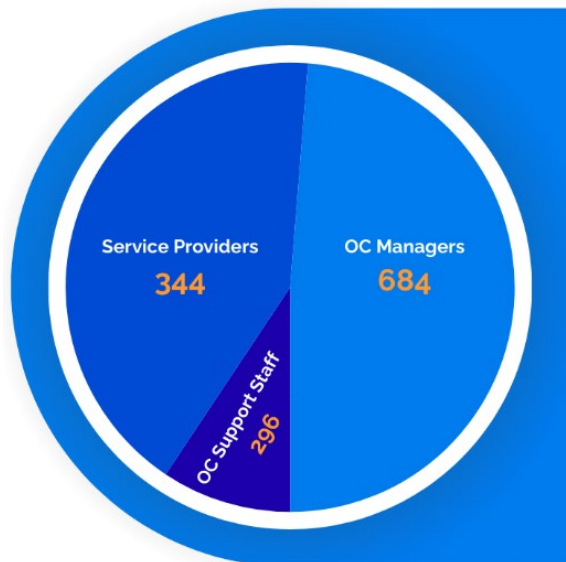
Strata Community Association Victoria (SCA (Vic)) is the peak industry body supporting Victoria's professional strata management and service provider sector. Established in 1990 as the successor to Owners Corporations Victoria (OCV) and the Institute of Body Corporate Managers Victoria (IBCMV), SCA (Vic) has a long history of advancing professionalism and accountability in the sector.

Our **246 strata management companies**, **110 service provider companies**, and more than **1,300 individual members** oversee, advise, and manage owners corporation committees across Victoria. Collectively, they manage in excess of **500,000 lots** - likely more than half of all professionally managed lots in the state.

Membership by Company



Membership by Individuals



Key figures snapshot*

Strata is now a cornerstone of Victoria's housing mix. More than **1.27 million** Victorians - around 18% of the population - live in strata-titled dwellings, including over 500,000 apartment residents and 770,000 residents in townhouses, villas, and other strata developments.

Victoria has approximately 128,896 strata schemes comprising more than 1,044,400 lots, with a total insured property value of \$471 billion. Just over half (55%) of apartment households are owner-occupied. As Victoria grows, strata living will expand exponentially, making it central to meeting housing affordability and density targets.

Key Figures Snapshot - Victoria's Strata Sector



* Data obtained from [2024 Australia Strata Insights Analysis](#)

Complexity of Strata

Victorian Owners Corporation Managers (strata managers) comprise both individual persons or corporations that are registered with Business Licensing Authority (BLA) who perform an exceptionally complex role that combines legal compliance, financial stewardship, building maintenance, safety, and people management across a sector of enormous scale and value.

For example, SCA (Vic) has 246 registered corporate owners corporation management companies across small (under 1200 and 1-2 full time staff), medium (1200-6500 lots and 8-10 full time staff) and large business sizes (over 6500 lots and in excess of 20 staff).

They are required to interpret and apply a demanding legislative framework, administer budgets and insurance, coordinate essential services, and manage risks for diverse properties - all while responding to the needs of more than 1.27 million strata residents. Their role requires not only technical expertise but also strong interpersonal and conflict-resolution skills, as they often mediate disputes and resolve issues in high-pressure, emotionally charged situations.

Despite these challenges, strata managers and their employees deliver an outstanding service that safeguards residents' most significant financial asset - their home - while ensuring properties remain safe, compliant, and financially sustainable. Their professionalism underpins the success of strata living and directly supports housing affordability, urban liveability, and community wellbeing. Recognising their contribution is essential as government and industry collaborate to strengthen the *Owners Corporations Act* and prepare for the continued growth of strata living, the added complexity of buildings and their technology and increasing legislative obligations in Victoria.

Executive Summary

SCA (Vic) welcomes the opportunity to make a submission on the proposed Buyer Protections Regulations 2025. This submission is based on distributing the consultation survey to SCA (Vic) members, with **139** responses collated and analysed to represent the collective views and practical experience of the Victorian strata sector professionals.

Strata managers play a central role in managing building defects, coordinating rectification works, supporting owners corporations, and engaging with regulators. They are, therefore, well placed to comment on how buyer protection settings operate in practice in multi-dwelling buildings.

Overall, members strongly support the intent of the reforms. The proposed regulations are widely viewed as overdue and necessary to address long-standing gaps in transparency, enforcement, and accountability for defective building work. However, survey responses consistently highlight that the effectiveness of the reforms will depend on clear guidance, realistic timeframes, adequate regulator resourcing, and regulatory settings that properly reflect the complexity and scale of strata developments.

Part 1: Rectification Orders

Members expressed very strong support for increased transparency through the publication of rectification orders. Publication was seen as essential to addressing information imbalances faced by purchasers and owners corporations, particularly where serious defects are known but not visible to the market. Members highlighted repeated examples of defective buildings changing hands without disclosure, resulting in significant financial and emotional harm to owners.

At the same time, members stressed that publication must be accurate, current, and properly contextualised. Clear status indicators and prompt updates once compliance is achieved were seen as critical to maintaining fairness and confidence in the system. On balance, members supported publication at the point an order is issued, provided procedural fairness is preserved through clear labelling of orders that are under review or pending compliance.

Part 2: First-resort Home Warranty Scheme

Members broadly support the establishment of the First-resort Home Warranty Scheme and recognise it as a necessary and overdue reform. However, survey responses clearly indicate that the scheme must be expressly designed to work in practice for strata and apartment developments, which present fundamentally different risk profiles, governance structures, and cost impacts compared with detached housing.

A consistent and important theme raised by members is the need for clear and explicit application of the scheme to owners corporations. Members highlighted practical challenges unique to strata buildings, including delayed defect discovery, shared ownership and control of common property, access constraints in multi-storey developments, and the scale of rectification works affecting multiple lots simultaneously. Members emphasised that without clear guidance distinguishing how the scheme

applies to owners corporations versus individual lot owners, there is a risk of confusion, delay, and inconsistent outcomes. There were also strong calls for coverage settings that appropriately reflect larger and higher-rise developments, where defect risks and rectification costs are significantly higher.

Members further stressed the importance of clarity, fairness, and speed in the operation of the scheme. This includes clear definitions of major and non-major defects, practical examples, and transparent guidance on what is covered and excluded. Concerns were raised that delays in claim assessment and resolution can allow defects to worsen, increase costs, and heighten disruption for residents. Members therefore supported independent inspections, stronger enforcement of rectification orders, digital claim tracking, and regular review of coverage limits to ensure they remain aligned with real construction and remediation costs.

Overall, while members support the intent and framework of the First-resort Home Warranty Scheme, they identified clear implementation risks that must be addressed. In particular, Government is urged to clarify how the scheme applies to strata buildings and owners corporations, ensure coverage settings reflect the realities of multi-dwelling developments, and embed mechanisms that promote timely decision-making, accountability, and practical outcomes for affected communities.

Part 3: Developer Bond Scheme

Members showed strong and consistent support for the Developer Bond Scheme as a complementary enforcement mechanism that operates alongside existing contractual and statutory remedies. The bond was widely viewed as addressing a critical enforcement gap where builders or developers delay, dispute, or fail to act, and as an important tool to support timely defect identification and rectification in strata developments.

There was clear support for regulator-approved building assessors, a broad definition of reportable defective building work, practical transition arrangements, and administrative simplicity in calculating bond amounts. Members also supported guideline-based inspection requirements, defined bond maturity periods, and strong information-sharing obligations as essential to effective oversight of the scheme.

Members further noted the importance of recognising owners corporations as an active and informed party within the scheme. It is understood that owners corporations will be expressly recognised as a party in future legislation, and members emphasised that this must be supported in practice by ensuring owners corporations are provided with copies of all relevant records and contracts. Access to this information is considered essential to enable owners corporations to identify defects, understand contractual responsibilities, and initiate or support claims in a timely and informed manner.

While exemptions, fees, and maturity settings were generally supported, members emphasised that clarity of interaction between the Developer Bond Scheme and existing remedies is critical to avoid confusion, duplication, or delay. Ongoing consistency, transparency, and regular review were seen as necessary to ensure the scheme delivers strong consumer protection outcomes without undermining construction quality or accountability.

PART 1: RECTIFICATION ORDERS

Do you support the proposal to enable the Building and Plumbing Commission to publish details of rectification orders?

Members indicate very strong support (88%) for enabling the Building and Plumbing Commission to publish details of rectification orders. This demonstrates clear consensus that increased transparency around rectification orders is an essential buyer protection measure.

Member comments consistently highlighted the current lack of visibility for purchasers and owners corporations regarding known defects and enforcement action. Members described frequent situations where serious building issues are known to regulators or industry participants but are not disclosed to buyers or incoming owners. Publication of rectification orders was viewed as a practical and necessary step to address this information imbalance and enable informed decision-making in the property market.

Accountability was a strong and recurring theme. Members noted that some builders and developers appear repeatedly across defective projects, with limited public insight into past compliance history. Public access to rectification orders was seen as an important deterrent to repeat poor practice and a mechanism to lift industry standards. While support for publication was strong, members emphasised that information must be accurate, current, and clearly contextualised, with visible status indicators to distinguish between active, under-review, and resolved orders to ensure fairness and avoid unintended reputational harm.

RECOMMENDATION 1:

Enable the publication of rectification orders by the Building and Plumbing Commission, supported by clear status indicators and timely updates to ensure transparency, accuracy, and procedural fairness.

When do you think details of rectification orders should be published?

Members indicate strong support for early publication of rectification orders, with safeguards. Nearly half of members (48%) supported publication as soon as the order is issued, reflecting a strong preference for immediate transparency. A further 38% per cent supported publication after the compliance period has expired and the order has not been complied with. Only 11% per cent supported waiting until review rights at VCAT have expired. Together, these results indicate that a substantial majority favour publication before the conclusion of review processes, rather than delayed disclosure.

Comments from members indicate that rectification orders are typically issued only after prolonged investigation and failed attempts at voluntary compliance. As a result, many members considered immediate publication to be fair and justified, particularly given the significant risks posed to purchasers and owners corporations when serious defects are not visible to the market. Members also highlighted that VCAT review processes can be lengthy and unpredictable, and that delaying publication until the reviews are exhausted would significantly weaken buyer protections.

At the same time, members consistently emphasised the importance of context and status clarity. Members across all positions agreed that published information should clearly indicate whether an order is newly issued, under review, pending compliance, or complied with. This was seen as critical to balancing transparency with procedural fairness and avoiding unnecessary reputational harm where matters are actively being addressed.

RECOMMENDATION 2:

Rectification orders published at the time they are issued, with clear status labels indicating review, compliance, or resolution, to balance early transparency with procedural fairness and accuracy.

PART 2: FIRST-RESORT HOME WARRANTY SCHEME

Do you agree that the First-resort Home Warranty Scheme should cover major defects for 6 years?

Members indicate strong support (82%) for covering major defects under the First-resort Home Warranty Scheme for a six-year period. The clear majority of members agreed with the proposed timeframe, with a smaller proportion responding that they were opposed or unsure. This indicates broad acceptance of differentiated coverage periods between major and non-major defects.

However, comments from members reveal important reservations, particularly in the context of strata and apartment developments. Members noted that major defects in multi-dwelling buildings, such as structural issues, waterproofing failures, fire safety system defects, and building services issues, often do not become apparent within six years. Members explained that these defects can emerge gradually, may be concealed within building fabric, or only become visible once wear, weather exposure, or building movement occurs.

Some members expressed a strong preference for a longer coverage period to provide greater certainty for owners corporations. Others suggested that even longer coverage may be appropriate for complex or high-rise developments.

RECOMMENDATION 3:

Retain six year coverage period for major defects under the First-resort Home Warranty Scheme, particularly for strata developments, to better reflect defect emergence timeframes and provide meaningful protection for owners corporations.

Do you agree that non-major defects should have 2-year insurance cover?

Many members (58%) supported a 2-year insurance coverage of non-major defects, with almost 23% believing it should mirror major defect cover. Members emphasised that these issues often represent the earliest and most common failures in new strata developments.

Members cited examples such as balcony drainage failures, facade cracking, water ingress, services defects, and non-compliant safety installations. While individually classified as non-major, members explained that these defects frequently affect common property and multiple lots simultaneously.

There was strong agreement that early coverage of non-major defects can prevent escalation into major structural issues and reduce long-term remediation costs. Excluding such defects was seen as increasing disputes and placing unreasonable financial pressure on owners corporations and individual owners that experience challenging financial circumstances.

RECOMMENDATION 4:

Clear definitions of what constitutes non-major defects and meaningful coverage of non-major defects to enable early intervention and reduce escalation with consideration of increasing to over two years.

Do you agree that waterproofing, weatherproofing and structural defects are considered major defects in the First-resort Home Warranty Scheme?

There was near-unanimous support for classifying waterproofing, weatherproofing, and structural defects as major defects under the First-resort Home Warranty Scheme. An overwhelming 99% of respondents agreed with this classification, with no respondents opposing it and only one respondent unsure. This demonstrates clear and unequivocal consensus across the strata sector.

Comments from members reinforce that defects in waterproofing, weatherproofing, and structural elements are among the most serious and costly issues faced in strata developments. Members noted that failures in these areas commonly affect common property, multiple lots, and critical building systems, and can lead to cascading damage, health and safety risks, and significant long-term remediation costs if not addressed promptly.

Members also emphasised that misclassifying these defects as non-major would significantly undermine the effectiveness of the warranty scheme, particularly for apartment buildings where early signs of failure may be concealed and worsen over time. Overall, the responses demonstrate strong alignment between industry experience and the proposed classification, providing confidence that the scheme appropriately targets the most serious building risks.

It is recommended that the Government clearly define waterproofing, weatherproofing, and structural defects as major defects under the First-resort Home Warranty Scheme to ensure adequate coverage for the most serious and high-risk building failures.

RECOMMENDATION 5:

Clearly define waterproofing, weatherproofing, and structural defects as major defects under the First-resort Home Warranty Scheme to ensure adequate coverage for the most serious and high-risk building failures.

In your opinion, is the maximum limit of cover of \$400,000 appropriate?

Members indicate significant concern that the proposed maximum limit of cover of \$400,000 is not appropriate, particularly in the context of strata and apartment developments. Only 18 per cent of members agreed that the limit is adequate, while 46 per cent disagreed and a further 35 per cent were unsure. This distribution reflects widespread doubt that the proposed cap would meaningfully address the cost of rectifying serious defects in multi-dwelling buildings.

Comments from members consistently highlighted that rectification costs in strata buildings frequently far exceed \$400,000, especially where defects relate to waterproofing, fire services, structural elements, building services, or facades. Members noted that defects affecting common property often require extensive works across multiple levels or the entire building, with costs escalating quickly due to access requirements, staging, and the need to protect occupied dwellings. In this context, a flat cap was viewed as more reflective of detached housing than apartment developments.

Members also urged Government to consider the lessons learned from Victoria's cladding replacement experience, where remediation costs for multi-storey residential buildings regularly reached into the

millions of dollars. Members noted that the scale, complexity, and shared nature of such rectification works closely mirror the types of major defects intended to be covered under the scheme. This experience was cited as a clear indication that a uniform maximum cap is unlikely to reflect real-world remediation costs in strata settings.

Members further raised concerns that an inadequate maximum limit risks shifting substantial financial burden onto owners corporations and individual owners, despite defects arising from non-compliant or defective construction. The high level of uncertainty expressed by members suggests a lack of confidence in how the cap was determined and whether it adequately reflects contemporary construction costs and past remediation experience.

RECOMMENDATION 6:

Increase or redesign the maximum limit of cover beyond a flat \$400,000, adopting a scalable or tiered approach that reflects the size, complexity, and shared nature of strata buildings to ensure meaningful protection for owners corporations and lot owners.

Do you support the sublimits for assistance to secure the building site, assistance for accommodation, storage and removal, or assistance for swimming pool work?

Members indicate moderate support (58 per cent) for the proposed sublimits for assistance to secure the building site, accommodation, storage and removal, and swimming pool work. However, a substantial proportion (35 per cent) were unsure, indicating uncertainty rather than clear opposition. This suggests that while the concept of sublimits is generally accepted, there is limited confidence that the proposed amounts are appropriate or sufficient to reflect real-world impacts in strata communities.

Comments from members indicate that uncertainty is driven primarily by a lack of clarity around the proposed dollar amounts and how sublimits would apply in practice, particularly in strata settings. Members noted that costs associated with temporary accommodation, site security, and storage can vary significantly depending on building size, location, duration of works, and the number of affected residents. In larger or more complex developments, these costs were described as substantial and often unavoidable.

Members also highlighted the broader consequences of inadequate sublimits, including increased exposure of owners corporations and landlords to claims for loss of amenity. Extended rectification works can significantly disrupt residents' ability to use their homes and common facilities, leading to disputes, compensation claims, and reputational damage for owners corporations. Landlords were noted as being particularly affected, facing loss of rental income, increased vacancy risk, and difficulties meeting tenancy obligations during prolonged works.

In addition, members raised concerns about the impact of major rectification works on property sales and values. Ongoing defects, construction activity, and insufficient funding for temporary arrangements were described as materially affecting marketability, buyer confidence, and disclosure obligations.

Several members also cautioned that inadequate sublimits may ultimately shift costs onto owners corporations, reduce sale prices, and prolong the financial and emotional burden on affected communities.

RECOMMENDATION 7:

Retain sublimits in principle, but review and set them using strata-specific cost data, with clear guidance and regular review to ensure they reflect real-world accommodation, claims for loss of amenities, rental vacancies, reduced sale prices, security, and storage costs.

Incomplete builds – do you support a payment of up to 30 per cent of the original contract cost to cover the cost to a homeowner to hire a new builder to complete the build?

Members indicate majority support (57%) for allowing a payment of up to 30 per cent of the original contract value to enable a homeowner to engage a new builder where a build has been left incomplete. However, 15% opposed it and 28% were unsure. This indicates general support for the intent of the measure, alongside a significant level of caution about how it would operate in practice.

Comments from members highlight strong concern about the financial and practical hardship faced by homeowners when builders collapse or abandon projects. Members noted that incomplete builds often leave owners with limited options, increased costs, and reduced willingness from replacement builders to take on partially completed work. The proposed payment was viewed as an important consumer protection that could help bridge the funding gap and allow stalled projects to proceed.

At the same time, members raised several implementation concerns. These included whether 30 per cent would be sufficient in high-cost or inflationary construction environments, how eligibility would be assessed, and the risk of misuse if payments are not tightly controlled. Members who were unsure generally indicated a need for clearer safeguards, stronger oversight, and alignment with existing insurance and domestic building protections before fully supporting the proposal.

RECOMMENDATION 8:

Government introduce a capped payment of up to 30 per cent of the original contract value for incomplete builds, supported by clear eligibility criteria, strong oversight, and alignment with existing building insurance and consumer protection frameworks.

Do you support providing compensation to the homeowner for the reasonable cost to demolish incomplete works as an alternative to providing the reasonable cost to complete said works?

Members showed very strong support (77.21%) for providing compensation to homeowners for the reasonable cost of demolishing incomplete works as an alternative to funding completion. This

indicates broad recognition that demolition can be a necessary and practical option in some circumstances, rather than an undesirable outcome.

Comments from members highlighted that incomplete or defective works are not always capable of being safely or economically completed. Members noted that poor workmanship, non-compliance with building standards, or extended exposure of partially completed structures can make completion unrealistic or create ongoing safety, insurance, and liability risks for homeowners. In these situations, demolition was viewed as a more responsible and cost-effective solution that allows owners to reset the project and engage a new builder with confidence.

Members also emphasised the importance of flexibility and owner choice. Many comments indicated that a one-size-fits-all approach to incomplete builds does not reflect the realities faced by homeowners, particularly where trust in the original construction has been lost. Some members stressed the need for clear assessment criteria, independent expert input, and safeguards to ensure demolition is only approved where it is genuinely the most reasonable option.

RECOMMENDATION 9:

Allow compensation for the reasonable cost of demolishing incomplete works as an alternative to completion, subject to clear assessment criteria and independent oversight to ensure it is applied only where demolition is the most appropriate and cost-effective outcome.

Do you think the proposed claim process (including complaint notices and the timeframe for the Building and Plumbing Commission to assess claims) provides adequate periods for response from builders and timely decisions from the Building and Plumbing Commission?

Members have strong overall support for the proposed claim process and timeframes (76%). A further 12.% of member agreed it is adequate but suggested refinements. This indicates broad confidence in the structure of the proposed claims pathway and the role of the Building and Plumbing Commission in managing disputes in a staged and orderly way.

Comments from members generally supported the clear, step-by-step approach, particularly the requirement for builders to be given an opportunity to respond and rectify defects before a claim is escalated. Members noted that this promotes procedural fairness, encourages early resolution, and helps prevent unnecessary regulatory intervention where issues can be resolved directly between parties. The inclusion of defined timeframes was also viewed positively, as it provides greater certainty for homeowners and builders alike.

Where members suggested improvements, comments focused on practical refinements rather than fundamental change. These included concerns that some builders may delay responses to frustrate the process, that timeframes may be too long for serious or urgent defects, and that clearer guidance is needed around evidence requirements and the exercise of discretion by the Building and Plumbing Commission.

RECOMMENDATION 10:

Adopt the proposed claim process largely as drafted, with targeted refinements to address delay risks, urgent defect scenarios, and clearer guidance on evidence and enforcement to ensure timely and fair outcomes for homeowners and builders.

Are the proposed exclusions from cover under the scheme adequate?

Members showed broad support (68%) for the proposed exclusions under the scheme with a further 23% of members who felt that the exclusions should be either broadened or narrowed.

Comments from members indicate strong support for exclusions that protect the integrity and sustainability of the scheme. Members generally agreed that homeowners should be required to cooperate with the Building and Plumbing Commission, obtain approval before undertaking works, and avoid claiming where builders remain legally responsible. There was also support for excluding known defects at purchase, natural disaster events, wear and tear, cosmetic issues, and consequential losses, as these were seen as reasonable boundaries that prevent misuse and manage costs.

Where members raised concerns, comments focused on clarity and fairness rather than opposition to exclusions in principle. Some members noted that exclusions relating to non-compliant designs, minor works, or unapproved rectification could unintentionally disadvantage homeowners who act in good faith or lack technical knowledge. Others highlighted the need for clear guidance, consistent decision-making, and limited discretion to ensure exclusions are applied sensibly and do not undermine consumer confidence.

RECOMMENDATION 11:

Retain the proposed exclusions largely as drafted, while providing clear guidance and limited discretion to ensure exclusions are applied fairly and do not unintentionally disadvantage homeowners acting in good faith.

What types of minor cosmetic differences from the contract should be excluded from coverage under the First-resort Home Warranty Scheme?

Many members supported excluding minor cosmetic issues from coverage where they do not affect safety, structure, functionality, compliance, or durability. Common examples supported for exclusion included minor paint imperfections, small scratches or chips, slight variations in colour or finish, and the use of equivalent fixtures or fittings where quality, function, and value are not reduced. Members noted that these matters are often addressed through final inspections, maintenance processes, or contractual remedies rather than warranty schemes.

A consistent theme from members was the importance of clear definitions and thresholds. Many members supported exclusions only where differences fall within normal building tolerances, are fit for

purpose, and do not result from cost-cutting or inferior substitutions. Several members suggested that exclusions should be guided by objective criteria, such as whether an item can be easily rectified, the cost to repair relative to the total build cost, or alignment with NCC tolerances, rather than relying on a rigid or subjective list.

A minority of members opposed exclusions altogether, arguing that homeowners are entitled to receive exactly what was specified in the contract unless a variation has been clearly agreed and signed off. These members expressed concern that allowing cosmetic exclusions without clear safeguards could enable builders to substitute products without consent or reduce quality under the guise of “minor” differences.

RECOMMENDATION 12:

Exclude genuinely minor cosmetic differences from coverage where they do not affect safety, function, compliance, or durability, supported by clear definitions, objective thresholds, and safeguards to ensure contractual variations are agreed and quality is not diminished.

Do you agree there should be a minimum threshold to make a claim? What do you think is an appropriate threshold?

Members indicated a mixed but generally supportive view on introducing a minimum threshold to make a claim. A majority of members (56%) supported the introduction of a threshold, indicating concern about the scheme being used for low-value or minor matters. However, a substantial minority (36%), did not support a minimum threshold, highlighting concerns about fairness and access for homeowners with smaller but still legitimate claims.

Comments from members who supported a threshold focused on protecting the scheme from being overwhelmed by minor or trivial claims. Many noted that without a threshold, the scheme risks being used for issues better addressed through contractual remedies, inspections, or maintenance, which could increase costs and delay outcomes for more serious defects. Some members suggested thresholds based on a dollar value, a percentage of the contract price of impacted lots, or alignment with other consumer protection frameworks to provide clarity and consistency.

Those opposed to a threshold raised concerns that even lower-value defects can have a significant impact on homeowners, particularly where multiple small issues accumulate or where owners lack the financial capacity to fund repairs themselves. Several members stressed that a rigid threshold could unfairly exclude valid claims and undermine consumer confidence, especially if defects relate to workmanship quality or compliance rather than cost alone.

RECOMMENDATION 13:

Introduce a reasonable minimum claim threshold to protect the scheme from minor claims, while allowing flexibility or discretion where lower-value defects collectively or materially impact homeowners.

Do you have any other comments about the First-resort Home Warranty Scheme?

Members who provided detailed comments were broadly supportive of the First-resort Home Warranty Scheme and viewed it as a necessary improvement to the current system. Several noted that the existing arrangements do not work effectively for homeowners in strata and that the scheme is overdue. There was a strong view that the scheme has the potential to restore confidence in Victoria's building system, provided it is well designed and properly enforced.

A key theme was the need for the scheme to work effectively for strata and apartment developments. Members highlighted issues such as delayed defect discovery, shared control of common property, and access constraints in multi-storey buildings. There were calls for clear guidance on how the scheme applies to owners corporations compared with individual owners, and suggestions that coverage should extend to larger or higher-rise developments where defect risks and rectification costs are often higher.

Members also emphasised the importance of clarity, fairness, and speed. Many called for clear definitions of major and non-major defects, practical examples, and transparent guidance on what is covered and excluded. Concerns were raised about delays in resolving claims, with several members warning that slow processes can worsen defects and increase costs.

Suggestions included independent inspections, stronger enforcement of rectification orders, digital claims tracking, and regular review of coverage limits to ensure they reflect real construction and rectification costs. Builder accountability was also raised, including using claims history to restrict poor-performing builders from ongoing participation in the scheme.

RECOMMENDATION 14:

Clearly define how the scheme applies to owners corporations, including common property claims and delayed defect discovery in strata buildings.

RECOMMENDATION 15:

Ensure coverage limits and sub-limits are reviewed regularly or indexed to inflation to reflect actual construction and rectification costs.

RECOMMENDATION 16:

Provide clear definitions, examples, and guidance materials to explain what is covered, what is excluded, and how claims are assessed.

RECOMMENDATION 17:

Design the claims process to be timely and well resourced, with fast-track pathways for urgent defects that risk further damage.

RECOMMENDATION 18:

Require independent inspections and expert reports to support fair, consistent, and conflict-free decision-making.

RECOMMENDATION 19:

Strengthen builder accountability through enforcement of rectification orders and consideration of claims history within the scheme.

RECOMMENDATION 20:

Introduce a transparent digital claims portal so homeowners can lodge, track, and understand the progress of their claims.

PART 3: DEVELOPER BOND SCHEME

Which of the following three options discussed in the RIS is most appropriate for prescribing qualifications required to be held by a building assessor?

Our members showed very strong support for Option 3 (74%), which allows the Building and Plumbing Commission to approve qualified building assessors based on demonstrated skills and experience, while also recognising existing registrations held by building surveyors, inspectors, and domestic builders. In contrast, **23%** supported Option 1, very few supported Option 2, and only a small number proposed alternative approaches. This indicates strong confidence in a flexible, regulator-led approval model rather than reliance on narrow registration classes or professional association accreditation alone.

Comments from members indicate that flexibility, independence, and competence are the key priorities when prescribing qualifications for building assessors. Many members supported Option 3 because it allows the regulator to assess real-world experience, specialist expertise, and suitability for complex residential and apartment buildings, rather than assuming competence based solely on a single registration type. This approach was seen as better suited to identifying defective building work in large or complex developments, where a narrow or overly prescriptive qualification framework may limit assessor capability or availability.

Members also expressed concern about potential conflicts of interest and variability in standards if assessors were accredited solely through professional associations, as proposed under Option 2. The regulator-approval model was viewed as offering stronger oversight, consistency, and public confidence, particularly where the Building and Plumbing Commission retains responsibility for approving, monitoring, and, if necessary, removing assessors who do not meet expected standards.

RECOMMENDATION 21:

Adopt Option 3, empowering the Building and Plumbing Commission to approve qualified building assessors based on demonstrated skills and experience, while recognising relevant existing registrations to ensure competence, flexibility, and public confidence in the assessment process.

What do you think should be the scope of reportable defective building work?

Members showed overwhelming support for Option 1, which defines reportable defective building work as all defective building work in common property and private residential lots, and serious defects in non-residential lots of an apartment building. An almost unanimous proportion (99%) of members selected this option, with negligible support for the more limited scopes proposed under Options 2 and 3. This result demonstrates very strong consensus that the scope of reportable defects should be broad and comprehensive.

The strong preference for Option 1 reflects concern that narrower definitions would leave owners corporations and lot owners exposed to significant defects that may not strictly meet a “non-compliant”

threshold but still result in real financial, safety, and amenity impacts. Members clearly supported an approach that captures defective work in both common property and private residential lots, recognising that defects often span boundaries and that unresolved private lot defects can have downstream consequences for common property, the wider building and all lot owners.

The lack of support for Options 2 and 3 suggests members do not consider a distinction between "defective" and "non-compliant" work to be appropriate for the purposes of the Developer Bond Scheme. Feedback indicates a strong preference for clarity, certainty, and consumer protection, with members favouring a definition that avoids technical loopholes, reduces disputes about classification, and ensures defects are identified and addressed early.

RECOMMENDATION 22:

Adopt Option 1, defining reportable defective building work broadly to include all defective work in common property and private residential lots, to ensure clarity, comprehensive coverage, and effective protection for apartment owners and owners corporations.

How do you think these existing mechanisms (contractual defects liability periods and statutory warranties) will interact with the new Developer Bond Scheme?

Member responses indicate strong consensus that existing contractual defects liability periods and statutory warranties should remain the primary mechanisms for defect rectification, with the Developer Bond Scheme operating as a complementary backstop rather than a replacement. Many members described the bond as an important safety net where contractual or statutory mechanisms fail due to delay, dispute, insolvency, or non-cooperation by builders or developers. The bond was widely viewed as providing financial leverage and certainty, helping ensure defects are addressed in a timely manner rather than escalating through prolonged legal processes.

A recurring theme was that existing mechanisms often work in theory but fail in practice. Members highlighted that defects liability periods can be short, statutory warranties can be costly and slow to enforce, and builders frequently delay, dispute responsibility, or fail to return to site. In this context, the Developer Bond Scheme was seen as filling an enforcement gap by ensuring funds are available to rectify defects before they worsen, particularly where delays increase costs and risk. Several members noted that the presence of a bond is likely to encourage earlier engagement and cooperation from builders and developers.

At the same time, members consistently warned that clarity of interaction is critical. Without clear sequencing and guidance, there is a risk of confusion, duplication, or "buck-passing" between contractual remedies, statutory warranties, and the bond scheme. Many members stressed that the bond should generally be triggered only after builders have been given a clear notice and opportunity to rectify defects, while avoiding a requirement for owners corporations to wait until liability periods expire before action can be taken. There was also strong support for aligning timeframes, providing clear processes, and minimising administrative and legal burden on owners corporations.

RECOMMENDATION 23:

Position the Developer Bond Scheme as a clearly defined backstop that operates alongside, but does not replace, contractual defects liability periods and statutory warranties, with clear sequencing, notice requirements, and trigger points to ensure timely defect rectification and avoid confusion or delay.

Total build cost - which of the following options do you prefer?

Members indicated strong support for Option 1, which defines total build cost by reference to the building permit levy amount submitted to the Building and Plumbing Commission, with the ability for developers to deduct costs not directly related to construction of the apartment building. A clear majority of members (83%) preferred this approach, indicating confidence in using an existing, well-understood regulatory benchmark to calculate the bond amount. Support for Option 2 was limited, with only 13% favouring a broader and more prescriptive cost-based calculation.

Member comments indicate that members value clarity, consistency, and administrative simplicity when setting the bond amount. Many viewed Option 1 as more transparent and easier to administer, as it relies on information already provided through established regulatory processes. This approach was seen as reducing the risk of dispute, manipulation, or inconsistent interpretation of what costs should be included, while also limiting additional compliance burden on developers, surveyors, and regulators.

Members who favoured Option 2 or suggested alternatives generally did so out of concern that some legitimate construction-related costs may be excluded under Option 1, potentially understating the true cost of rectifying defects. However, even among these members, there was recognition that overly complex cost definitions could introduce uncertainty, increase administrative effort, and create opportunities for disagreement.

RECOMMENDATION 24:

Adopt Option 1, using the building permit levy amount as the basis for calculating total build cost, supported by clear guidance and oversight to ensure deductions are applied consistently and the bond remains adequate to fund defect rectification.

DBS commencement date - which of these options do you prefer?

Members indicate clear support for Option 2 (67%), which provides a transition period by requiring developer bonds only for apartment buildings with a building permit issued from 1 July 2027. A further 30% supported immediate commencement and there was very limited support for a later trigger based on occupancy permits. This indicates broad agreement that a transition period is necessary to support orderly implementation of the scheme.

Member comments suggest that the preferred transition period strikes a balance between urgency and practicality. Many recognised the need to improve buyer protections as soon as possible, but also

acknowledged that developers, builders, financiers, and regulators require sufficient lead time to adjust contracts, pricing, funding arrangements, and compliance systems. The building permit trigger was viewed as a clear and administratively simple starting point that avoids retrospective application and reduces uncertainty for projects already underway.

Those who favoured immediate commencement generally did so on consumer protection grounds, reflecting frustration with current defects frameworks. However, the overall results indicate that members consider a short, defined transition period to be a reasonable compromise that supports implementation readiness while still delivering reform within a clear and predictable timeframe.

RECOMMENDATION 25:

Adopt Option 2, commencing the Developer Bond Scheme for apartment buildings with building permits issued from 1 July 2027, to allow a clear and practical transition while avoiding retrospective impacts and implementation risk.

Do you agree with the proposed approach to setting matters relevant to assessor inspections and reports?

Members indicated strong support (83%) for the proposed approach of setting requirements for assessor inspections and reports through guidelines issued by the Building and Plumbing Commission, rather than prescribing these matters in regulations. This indicates confidence in a flexible, guidance-based framework. Only a small proportion disagreed, and a modest number were unsure, suggesting limited concern about the model itself.

Comments indicate that members value the ability for inspection and reporting requirements to be updated efficiently in response to emerging issues, changes in construction practices, or lessons learned from early implementation. The guideline-based approach was seen as more practical than rigid regulatory prescriptions, reducing the risk that requirements become outdated or difficult to amend. Members also noted that this model allows the regulator to provide clearer technical detail, examples, and expectations to assessors, improving consistency and quality of reporting.

Where uncertainty was expressed, comments generally related to the need for transparency and consistency in how guidelines are developed and applied. Some members highlighted the importance of consultation with industry and clear communication to ensure assessors, developers, and owners corporations understand the requirements.

RECOMMENDATION 26:

Adopt the proposed guideline-based approach for assessor inspections and reporting, with clear, publicly available guidance and ongoing industry consultation to ensure consistency, flexibility, and regulatory confidence.

Which of the options for a maturity date do you prefer?

Members show majority support (67%) for Option 1, which sets the developer bond maturity date at 12 months after the assessor provides the final report to the Building and Plumbing Commission. This indicates support for a defined and relatively short bond duration once defects have been identified and reported. While some members favoured longer maturity periods under Options 2 and 3, overall sentiment supports timely resolution rather than extended bond retention.

Comments indicate that members value certainty and closure once the assessment and reporting process is complete. Many considered a 12-month post-report period sufficient to allow for rectification of identified defects while avoiding unnecessary delays in releasing the bond where compliance has been achieved. The ability to extend timeframes where review or appeal processes are underway was also seen as an important safeguard to ensure owners are not disadvantaged by procedural delays.

Members who preferred longer maturity periods generally did so out of concern that some defects may emerge later or that rectification works could be delayed. However, these views were outweighed by the majority preference for a clear and proportionate timeframe tied to the assessor's final report, rather than a fixed period running from the occupancy permit date.

RECOMMENDATION 27:

Adopt Option 1, setting the developer bond maturity date at 12 months after the assessor's final report, with extensions where reviews are underway, to balance timely rectification with certainty and proportionality.

Do you agree with the proposed exemptions?

Member responses show a divided view on the proposed exemptions from the requirement to issue a developer bond. A slim majority of members (53%) agreed with the proposed exemptions for eligible build-to-rent developments, community housing agency developments not intended for sale, and developments delivered by or on behalf of Homes Victoria. However, a substantial minority (35%), did not agree, with a further 12% unsure - indicating notable concern about the scope and implications of these exemptions.

Comments indicate that members who supported the exemptions generally did so on policy grounds, recognising the different risk profiles and public interest objectives of build-to-rent and social or public housing developments. These members noted that where properties are not intended for sale, consumer protection risks are reduced, and alternative governance, ownership, and accountability mechanisms already exist. Exemptions in these cases were viewed as proportionate and unlikely to undermine buyer protections.

Conversely, members opposing the exemptions expressed concern about consistency, equity, and building quality outcomes. A recurring theme was that defects can still occur regardless of ownership model, and that exempting certain developers may weaken incentives to maintain construction quality.

Some members questioned whether owners corporations, tenants, or future purchasers could be left exposed if buildings later change use or ownership.

RECOMMENDATION 28:

Retain the proposed exemptions only where robust alternative accountability and quality assurance mechanisms exist, with clear safeguards to ensure exemptions do not reduce construction standards or expose future owners, tenants, or owners corporations to defect risk.

Do you agree with this proposed list of information and documents that the developer will be required to provide to the Building and Plumbing Commission?

Members indicated very strong support (89 per cent) for the proposed list of information and documents that developers must provide to the Building and Plumbing Commission within seven days of issuing a developer bond. The substantial majority of members agreed that the proposed requirements are reasonable, relevant, and necessary for effective oversight of the scheme, with only a small proportion expressing disagreement or uncertainty, indicating limited concern about compliance burden.

Comments indicate that members view the proposed information requirements as critical to transparency, accountability, and the effective administration of the Developer Bond Scheme. Providing clear details about the building location, subdivision, registered building practitioners, and construction contracts was seen as enabling the Building and Plumbing Commission to quickly identify responsible parties, assess risk, and respond efficiently where defects arise. Members also noted that early access to this information may reduce delays, disputes, and information gaps later in the process.

It is understood owners corporations will be expressly recognised as a party in future legislation, and we emphasise that it is imperative that owners corporations are also provided with copies of all relevant records and contracts. Access to this information is seen as essential to enable owners corporations to identify defects, understand contractual responsibilities, and initiate or support claims under the scheme in a timely and informed manner.

Where concerns were raised, they generally related to implementation rather than principle. Some members highlighted the importance of clear guidance on document format, secure data handling, and consistency in how information is assessed and shared to ensure all relevant parties, including owners corporations, can effectively rely on the information provided.

RECOMMENDATION 29:

Adopt the proposed information requirements for developers, and ensure that owners corporations are provided with copies of all relevant records and contracts, supported by clear guidance on format, secure handling, and consistent information sharing to enable effective oversight and timely claims.

Do you agree with this proposed list of documents that the developer will be required to provide to the building assessor?

Members indicated very strong support (91%) for the proposed list of documents that developers must provide to the building assessor within 28 days of appointment. The overwhelming majority of members agreed with the proposed requirements, indicating broad confidence that the documents listed are appropriate, relevant, and necessary to support effective inspections and reporting. Only one member disagreed, and a small proportion were unsure, suggesting minimal concern with the approach.

Comments indicate that members view timely access to construction documentation as essential for building assessors to carry out thorough, accurate, and independent assessments. Providing documentation prepared for building permit and occupancy permit processes was seen as promoting transparency, reducing reliance on incomplete information, and improving the quality and consistency of assessor reports. Members also noted that early access to these documents may reduce disputes, delays, and the need for repeated information requests during the assessment process.

Where uncertainty was expressed, it generally related to implementation detail rather than principle. Some members highlighted the importance of clear expectations around document completeness, consistency across projects, and secure handling of sensitive information.

RECOMMENDATION 30:

Adopt the proposed document requirements for developers to provide information to building assessors, with clear guidance on completeness, format, and secure handling to support high-quality and timely assessments.

Do you agree with the proposed fees to be paid by the developer to the Building and Plumbing Commission?

Members indicated broad support (77%) for the proposed fees payable by developers to the Building and Plumbing Commission under the Developer Bond Scheme. The clear majority agreed with the proposed fee structure, indicating acceptance that these costs are a reasonable part of administering and enforcing the scheme. A smaller proportion disagreed or were unsure, suggesting some concern about cost impacts but not widespread opposition.

Responses indicate that members generally viewed the fees as proportionate to the regulatory functions being performed, particularly where the Building and Plumbing Commission must step in due to developer non-compliance, such as appointing an assessor. There was support for the principle that administrative and enforcement costs should be borne by developers rather than owners or owners corporations. Members also noted that the exemption application fee was modest and unlikely to create a barrier where no reportable defects are identified.

Where concerns were raised, they related mainly to transparency and cumulative cost impacts. Some members questioned whether fees would be regularly reviewed, indexed appropriately, or passed on to purchasers.

RECOMMENDATION 31:

Adopt the proposed fee structure for developers, with periodic review and transparency to ensure fees remain proportionate, cost-reflective, and do not unfairly shift costs to owners or purchasers.

Do you think the proposed regulations strike the right balance between consumer protections and industry accountability?

Members indicated general support (67%) that the proposed regulations strike an appropriate balance between consumer protections and industry accountability. The clear majority of members answered "yes", suggesting confidence that the regulatory framework appropriately strengthens buyer protections while maintaining reasonable obligations on industry participants. Only a small proportion disagreed, while a notable minority were unsure, indicating some residual uncertainty rather than outright opposition.

Comments from members who supported the balance emphasised that the regulations introduce meaningful enforcement mechanisms without unduly burdening compliant developers and builders. Many viewed the Developer Bond Scheme as a necessary accountability measure that addresses longstanding gaps in defect rectification, particularly where existing contractual and statutory remedies have proven ineffective in practice. The framework was seen as proportionate, targeted, and likely to improve construction quality and consumer confidence.

Where members expressed uncertainty, comments generally reflected concern about implementation rather than policy intent. Key issues raised included how the regulations will operate in practice, consistency of enforcement, clarity of guidance, and the potential for unintended cost or administrative impacts.

RECOMMENDATION 32:

Proceed with the proposed regulations, supported by clear guidance, consistent enforcement, and ongoing monitoring to ensure the intended balance between consumer protection and industry accountability is achieved in practice.

Do you have any additional comments or suggestions regarding the proposed regulations?

Additional comments overwhelmingly characterised the reforms as overdue and necessary. Members expressed cautious optimism, noting that success will depend on enforcement, clarity, and sustained commitment to reform.

Several members specifically called for ongoing consultation with the strata sector as the framework evolves.

RECOMMENDATION 33:

Commitment given by Government to ongoing consultation and periodic review of the regulations.

Recommendations Table

The following table collates the recommendations contained within this submission, providing a consolidated overview:

No.	Issue	Recommendation
1	Details of rectification orders	Enable the publication of rectification orders by the Building and Plumbing Commission, supported by clear status indicators and timely updates to ensure transparency, accuracy, and procedural fairness.
2	Timing of publishing rectification orders	Rectification orders published at the time they are issued, with clear status labels indicating review, compliance, or resolution, to balance early transparency with procedural fairness and accuracy.
3	Coverage for major defects	Retain a minimum six-year coverage period for major defects under the First-resort Home Warranty Scheme, particularly for strata developments, to better reflect defect emergence timeframes and provide meaningful protection for owners corporations.
4	Duration of coverage for non-major defects	Clear definitions of what constitutes non-major defects and meaningful coverage of non-major defects to enable early intervention and reduce escalation with consideration of increasing to over two years.
5	Major Defects Considerations	Clearly define waterproofing, weatherproofing, and structural defects as major defects under the First-resort Home Warranty Scheme to ensure adequate coverage for the most serious and high-risk building failures.
6	Maximum limit coverage	Increase or redesign the maximum limit of cover beyond a flat \$400,000, adopting a scalable or tiered approach that reflects the size, complexity, and shared nature of strata buildings to ensure meaningful protection for owners corporations and lot owners.

7	Assisted sublimits	Retain sublimits in principle, but review and set them using strata-specific cost data, with clear guidance and regular review to ensure they reflect real-world accommodation, claims for loss of amenities, rental vacancies, reduced sale prices, security, and storage costs.
8	Capped payment for incomplete builds	Government introduce a capped payment of up to 30 per cent of the original contract value for incomplete builds, supported by clear eligibility criteria, strong oversight, and alignment with existing building insurance and consumer protection frameworks.
9	Compensation to demolish incomplete works	Allow compensation for the reasonable cost of demolishing incomplete works as an alternative to completion, subject to clear assessment criteria and independent oversight to ensure it is applied only where demolition is the most appropriate and cost-effective outcome.
10	Claim process	Adopt the proposed claim process largely as drafted, with targeted refinements to address delay risks, urgent defect scenarios, and clearer guidance on evidence and enforcement to ensure timely and fair outcomes for homeowners and builders.
11	Proposed exclusions	Retain the proposed exclusions largely as drafted, while providing clear guidance and limited discretion to ensure exclusions are applied fairly and do not unintentionally disadvantage homeowners acting in good faith.
12	Minor cosmetic exclusions	Exclude genuinely minor cosmetic differences from coverage where they do not affect safety, function, compliance, or durability, supported by clear definitions, objective thresholds, and safeguards to ensure contractual variations are agreed and quality is not diminished.
13	Minimum threshold for claims	Introduce a reasonable minimum claim threshold to protect the scheme from minor claims, while allowing flexibility or discretion where lower-value defects collectively or materially impact homeowners.
14	First-Resort Home Warranty Scheme – additional	Clearly define how the scheme applies to owners corporations, including common property claims and delayed defect discovery in strata buildings.

15	First-Resort Home Warranty Scheme – additional	Ensure coverage limits and sub-limits are reviewed regularly or indexed to inflation to reflect actual construction and rectification costs.
16	First-Resort Home Warranty Scheme – additional	Provide clear definitions, examples, and guidance materials to explain what is covered, what is excluded, and how claims are assessed.
17	First-Resort Home Warranty Scheme – additional	Design the claims process to be timely and well resourced, with fast-track pathways for urgent defects that risk further damage.
18	First-Resort Home Warranty Scheme – additional	Require independent inspections and expert reports to support fair, consistent, and conflict-free decision-making.
19	First-Resort Home Warranty Scheme – additional	Strengthen builder accountability through enforcement of rectification orders and consideration of claims history within the scheme.
20	First-Resort Home Warranty Scheme – additional	Introduce a transparent digital claims portal so homeowners can lodge, track, and understand the progress of their claims.
21	Qualifications required to be held by a building assessor	Adopt Option 3, empowering the Building and Plumbing Commission to approve qualified building assessors based on demonstrated skills and experience, while recognising relevant existing registrations to ensure competence, flexibility, and public confidence in the assessment process.
22	Scope of reportable defective building work	Adopt Option 1, defining reportable defective building work broadly to include all defective work in common property and private residential lots, to ensure clarity, comprehensive coverage, and effective protection for apartment owners and owners corporations.

23	Interaction with Developer Bond Scheme	Position the Developer Bond Scheme as a clearly defined backstop that operates alongside, but does not replace, contractual defects liability periods and statutory warranties, with clear sequencing, notice requirements, and trigger points to ensure timely defect rectification and avoid confusion or delay.
24	Total Build Cost	Adopt Option 1, using the building permit levy amount as the basis for calculating total build cost, supported by clear guidance and oversight to ensure deductions are applied consistently and the bond remains adequate to fund defect rectification.
25	Developer Bond Scheme commencement date	Adopt Option 2, commencing the Developer Bond Scheme for apartment buildings with building permits issued from 1 July 2027, to allow a clear and practical transition while avoiding retrospective impacts and implementation risk.
26	Assessor inspections	Adopt the proposed guideline-based approach for assessor inspections and reporting, with clear, publicly available guidance and ongoing industry consultation to ensure consistency, flexibility, and regulatory confidence.
27	Maturity date	Adopt Option 1, setting the developer bond maturity date at 12 months after the assessor's final report, with extensions where reviews are underway, to balance timely rectification with certainty and proportionality.
28	Proposed exemptions	Retain the proposed exemptions only where robust alternative accountability and quality assurance mechanisms exist, with clear safeguards to ensure exemptions do not reduce construction standards or expose future owners, tenants, or owners corporations to defect risk.
29	Supply of documents to BPC from developer	Adopt the proposed information requirements for developers, and ensure that owners corporations are provided with copies of all relevant records and contracts, supported by clear guidance on format, secure handling, and consistent information sharing to enable effective oversight and timely claims.

30	Supply of documents from developers to assessors	Adopt the proposed document requirements for developers to provide information to building assessors, with clear guidance on completeness, format, and secure handling to support high-quality and timely assessments.
31	Proposed fees for developers	Adopt the proposed fee structure for developers, with periodic review and transparency to ensure fees remain proportionate, cost-reflective, and do not unfairly shift costs to owners or purchasers.
32	Balance between protections and accountability	Proceed with the proposed regulations, supported by clear guidance, consistent enforcement, and ongoing monitoring to ensure the intended balance between consumer protection and industry accountability is achieved in practice.
33	Additional	Commitment given by Government to ongoing consultation and periodic review of the regulations.

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