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| |  |  |  |  |  | | --- | --- | --- | --- | --- | | |  |  | | --- | --- | | |  | | --- | | May 2016 Newsletter  https://gallery.mailchimp.com/d7ac35d590989fce96f6014e9/images/c48893b8-f53d-4e9a-8345-6d066df478d9.jpg    Things to Consider before renovating your Apartment or Townhouse  If you are planning to renovate your apartment or townhouse that is part of a strata scheme, you are required to notify the Owners Corporation of any potential structural changes to the property by no later than 14 days before commencement of the work, pursuant to section 116(2) of *Strata Schemes Management Act* 1996.   ***The Law***  Section 116(2) of the Strata Schemes Management Act 1996 states that: *The owner of a lot must not alter the structure of the lot without giving to the owners corporation, not later than 14 days before commencement of the alteration, a written notice describing the proposed alteration.*   ***Notice***  A notice must be in writing, addressed to the Owners Corporation, and contain a description of proposed works that you are intending to carry out at your property. Your first step is to contact the strata managing agent and enquire as to the further steps you need to take to serve a *valid* notice on the Owners Corporation.   ***Structural Changes***  The law requires you to notify the Owners Corporation if your renovation works will make any *structural* changes to the property. An example of structural change may include the following:   1. knocking out a wall; 2. works affecting the appearance of a building; 3. works involving damaging/addition to common property; and 4. works effecting changes to floors, walls, ceilings, roofs, balconies, pipes or ducts.   Please ensure that you peruse the by-laws carefully as there may be a specified list of the works about which you are required to notify the Owners Corporation (which may/may not be a structural change).   ***Other important things to note: 1. Council***  You may, or may not, require council’s approval for your renovation works depending on the nature of your renovation work. The NSW Planning & Environment [website](https://www.planningportal.nsw.gov.au/) states that minor building projects do not need an approval from the local council which are classified as an “exempt development”. The NSW Planning & Environment website provides examples of exempt development as: decks, garden sheds, or paintings. Your purchase contract will contain a copy of a compulsory certificate called a Section 149 Planning Certificate which details out information about the zoning and applicable rules for development of your property. It may be a prudent step for you to contact your local council’s planning department to discuss your proposals with them, even though, you may think that renovation works will*not* effect a structural change to the property and that formal council approval may not actually be required. ***Other important things to note: 2. Insurance***   If the total costs of your renovation works is over $20,000 and the renovation works were carried on or after 1 February 2012, your builder is required to provide an insurance under the Home Building Compensation Fund. If the total costs do not go over the threshold of $20,000, there is no legal requirement to obtain one.   To further discuss legal aspects of renovation works to your property, please do not hesitate to contact our property lawyers at Clive Mills & Associates, *Minji Kim* and *Sally Kim*.   Minji Kim | | | |  | | --- | | https://gallery.mailchimp.com/d7ac35d590989fce96f6014e9/images/bee66036-13ba-4457-b6c5-a01c75ba25c9.jpg  *"Codicils: A Good Idea or an Anachronism?"*  Circumstances may change as you progress through life, sometimes drastically, and you may need to make adjustments to your estate planning accordingly.   Many people will want to “*just* *make a slight change*” to their Will as their circumstances change, rather than prepare an entirely new Will. But how does this work, and what are the risks attached?   Is a codicil a good idea?  ***Codicils***   A codicil is a separate document to a person’s original Will, which amends one or more of the terms of the original Will.   A codicil must refer specifically to the Will which it amends, and will need to be very carefully worded in order to be effective. A codicil may be ineffective if it does not refer correctly to a person’s most recent, unrevoked Will.   There are a number of other risks attached to preparing a codicil instead of a new Will, and some of these are detailed below:   ***The Risks***   1) the codicil, if stored separately from the original Will, is lost. In these circumstances, there may be no way to determine that a codicil was prepared, so the original Will may be applied as if the codicil did not exist;   2) because there is more than one document for the Court to consider, it may be more difficult for your executor to obtain *probate* of your Will where there is a codicil;   3) the presence of multiple documents may make it harder for your executor to determine exactly how you wanted your estate to be administered; and   4) there is a significant likelihood of uncertainty or errors arising in the codicil where the original Will and the codicil are drafted by different solicitors.   ***The Demise of the Codicil? The Advent of Word Processors***   From the early 1980s, the development of computer technology and word processing systems has made the drawing up of a new Will an easier exercise.   In times gone by, reliance on manual typewriters meant that, in practical terms, it was much faster and easier to prepare a short codicil, rather than writing a new Will from scratch.   Now that Will precedents and draft Wills can be stored electronically, and contemporary word processors and printers have improved the speed and precision with which a new Will can be prepared, codicils, in addition to the numerous risks which they present, are becoming increasingly redundant.   As globalisation has led to the disappearance of flora and fauna, it seems that, similarly, it has also given rise to the demise and near extinction of both the manual typewriter and the codicil.   ***Conclusion***   Any of the risk factors identified above in relation to codicils could, potentially, lead to litigation and delays in your estate being administered, which may deplete your estate and cause significant delays and difficulties for your executors.   Further, factors which historically made codicils a desirable option, such as the comparative ease with which they could be prepared, are becoming increasingly less relevant with the advance of word processing technology.   Accordingly, in many circumstances it may be more prudent to prepare a new Will, in order to protect your estate from the risks outlined above after you pass away. | | | |