



Harry Lo &lt;harrykhlo@gmail.com&gt;

**Re: (RE: Re: (RE: Building Dispute MB # 050417))**

1 message

Harry Lo &lt;harrykhlo@gmail.com&gt;

Tue, Dec 27, 2022 at 11:16 PM

To: Build-disputes &lt;Build-disputes@fairwayresolution.com&gt;

Cc: "jlee2609@yahoo.com.hk" &lt;jlee2609@yahoo.com.hk&gt;

Kia ora Edward,

Thank you for your kind help with the mediation.

I prefer you follow up our case. My complaint summary is below.

In short, I requested thermally broken aluminum sliding doors (which have an adjacent window) for reducing condensation on the aluminum frames. However, I found they are partially non-thermally broken after the installation. Afterward, I was informed they are not able to provide us with fully thermally broken aluminum sliding doors and then the builder (i.e. JSR Construction) and the supplier (i.e. Hagley Windows & Doors) agreed to change parts of the non-thermally broken members (i.e. stiles) without full warranty and without my agreement. And also, they refuse to change a partially non-thermally broken member (i.e. fixed interlocker). If I was informed of the known manufacturer's issues and the warranty condition before the order, I would not have made this order. I do not accept that the sliding doors are not fully thermally broken and do not have full warranty. I require the builder to replace and reinstall the whole entire partially thermally broken sliding doors (with adjacent window) all to functional thermally broken sliding doors (with adjacent window) with full warranty and also accept any liabilities that may arise such as the matters related to any material reinstatement, any material variations and time delay.

The events in chronological order with attached emails are below for reference.

- 1) I chose to pay an extra 30% more to use thermally broken aluminum windows and sliding doors. It is because the thermally broken strip in the aluminum frames is supposed to create a barrier from the cold to reduce condensation on the aluminum frames (refer to Window & Glass Association NZ at the last subsection of [https://www.wganz.org.nz/thermally\\_broken\\_windows/](https://www.wganz.org.nz/thermally_broken_windows/) which is also attached here as the file "Thermally broken windows.pdf" for easy reference).
- 2) The builder and supplier failed to disclose the known thermal bowing and warranty issues of the dark color thermally broken sliding doors before the builder ordered the thermally broken sliding doors. The thermal bowing issue causes the doors unable to open or close (see emails on 24 Nov 2022 at 6:47pm). If I was informed of this before the order, I would not have made this order.
- 3) They failed to provide a functional thermally broken aluminum joinery of the sliding doors and failed to inform us.
- 4) The builder failed in the inspection to find out that there are non-thermally broken members of the sliding doors with an adjacent window.
- 5) I found the non-thermally broken members after the installation. (see email on 15 Nov 2022 in the attached "1st Emails")
- 6) They admitted our order was thermally broken (see email on 31 Oct 2022 at 8:01 am in the attached "1st Emails").
- 7) They denied the non-thermally broken members (see email on 31 Oct 2022 at 10:12 am in the attached "1st Emails").
- 8) They admitted the stiles are not thermally broken (see email on 31 Oct 2022 at 2:02 pm in the attached "1st Emails").
- 9) They deny that there is a path of thermal conduction between the internal and external parts of the window transom via the fixed interlocker at the joint between them.
  - a) See Photo 2 in the email on 20 Nov 2022 at 10:06 pm in the attached 2<sup>nd</sup> Emails.
  - b) See Photo 1 in the email on 20 Dec 2022 at 7:33 pm in the attached 3<sup>rd</sup> Emails
  - c) This path of thermal conduction causes no thermal barrier at the joint. This makes the products redundant because it is no longer able to reduce condensation.
  - d) However, they have admitted APL (i.e. their manufacturer) is facing the problems with the interlocker of the sliding door units (see email on 24 Nov 2022 at 12:37pm and email on 24 Nov 2022 at 6:47 pm in the attached 2<sup>nd</sup>

Emails).

10) I require the builder to replace and reinstall the whole entire partially thermally broken sliding doors (with adjacent window) all to functional thermally broken aluminum sliding doors (with adjacent window) with full warranty and also accept any liabilities that may arise such as the matters related to any material reinstatement, any material variations and time delay. (see email on 20 Nov 2022 at 10:06 pm)

11) I took thermal images showing the thermal conduction (See Photo 2 in the email on 20 Dec 2022 at 7:33 pm in the attached 3<sup>rd</sup> Emails. There are more clear thermal images if required).

12) They decided to change the stiles without providing full warranty and without my agreement (see emails on 20 Dec 2022 at 4:37 pm, on 21 Dec 2022 at 9:24 pm and on 21 Dec 2022 at 9:59 pm in the attached 3<sup>rd</sup> Emails).

13) They refuse to change the fixed interlocker (see email on 21 Dec 2022 at 9:24 pm in the attached 3<sup>rd</sup> Emails).

14) I informed them that I will initiate a mediation for this (see email on 21 Dec 2022 at 9:59 pm in the attached 3<sup>rd</sup> Emails).

Would you mind letting me know when you will contact the builder?

Please feel free to let us know if there are any problems.

Thank you very much.

Nga mihi,

Harry Lo

02102824346

On Thu, Dec 22, 2022 at 9:42 AM Build-disputes <[Build-disputes@fairwayresolution.com](mailto:Build-disputes@fairwayresolution.com)> wrote:

Good morning Harry,

Thank you for your time on the phone earlier. Feel free to send through an updated complaint summary.

As discussed, I am on annual leave from the 6th of January and return on the 23rd of January. I am happy to conduct our process prior to this or following. Obviously that will be subject to the builder's availability, which is likely limited at this time of the year. If you would prefer to proceed with our process after the 6th but before the 23rd, I am happy to pass this file along to a colleague.

Please advise how you wish to proceed.

Kind regards,  
Edward Palmer

Resolution Coordinator

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**Below is the Email Conversation Thread for this Email**

**Received:** 12/21/2022 11:37PM  
**From:** [harrykhlo@gmail.com](mailto:harrykhlo@gmail.com)  
**To:** [Build-disputes@fairwayresolution.com](mailto:Build-disputes@fairwayresolution.com); [Build-disputes@fairwayresolution.com](mailto:Build-disputes@fairwayresolution.com);  
**Cc:** [jlee2609@yahoo.com.hk](mailto:jlee2609@yahoo.com.hk);  
**Subject:** Re: (RE: Building Dispute MB # 050417)  
**Attachments:**

**Body:**

Kia ora Edward,

Thank you for your mediation service.

I cannot resolve the matter with the builder, and would like to initiate the mediation.

Would you please help with initiating the mediation process and let me know what I should do? Do I need to update you on the current situation? May I visit you to have a chat?

Thank you so much.  
Nga mihi,  
Harry

On Thu, Nov 17, 2022 at 2:54 PM Build-disputes <Build-disputes@fairwayresolution.com> wrote:

Good afternoon,

We have heard from the homeowner who has advised that he would like to withdraw his case with our service and attempt to resolve this matter with you directly.

Kind regards,  
Edward Palmer

Resolution Coordinator

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**Below is the Email Conversation Thread for this Email**

Tēnā koe

We have received a submission to access our early dispute resolution service from the homeowner at 2 Rapere Street, Rolleston regarding some aluminum windows and doors. Please complete the registration form on the following link:

[Register online for early resolution | Fair Way \(fairwayresolution.com\)](https://www.fairwayresolution.com)

More information about our service can also be found here:  
[www.fairwayresolution.com/MB](https://www.fairwayresolution.com/MB)

If you have any questions please do not hesitate to contact me.

Ngā mihi

**Edward Palmer**  
**Resolution Coordinator - Customer Experience Team**  
T 0800 77 44 02  
E [builddisputes@fairwayresolution.com](mailto:builddisputes@fairwayresolution.com)  
PO Box 2272, Wellington 6140  
[fairwayresolution.com/mb](https://www.fairwayresolution.com/mb)   



**kia tau**  
YOUR EXPERTS  
IN DISPUTE  
RESOLUTION

A dark blue banner with a subtle geometric pattern on the right side. The text "Workplace Services" is written in a large, bold, orange font. Below it, the text "Helping people in workplace conflict to move forward" is written in a smaller, white, sans-serif font.

## Workplace Services

Helping people in workplace  
conflict to move forward

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Edward Palmer

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Edward Palmer

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**4 attachments**

-  **1st Emails - 15 Nov 2022.Gmail - Seek dispute resolution\_ FW\_ Claim remedial work\_ Master Build Guarantee No 238598 (2 Rapere Street, Rolleston 7615).pdf**  
1336K
-  **3rd Emails - 6pages-21 Dec 2022.Gmail - Re\_ Incorrect Thermal broken Aluminum Joinery\_ 2 Rapare St. Job No.27363 - JSR Construction\_.pdf**  
3684K
-  **2nd Emails - 4 Dec 2022.Gmail - Re\_ Incorrect Thermal broken Aluminum Joinery\_ 2 Rapare St. Job No.27363 - JSR Construction\_.pdf**  
8835K
-  **Thermally broken windows.pdf**  
2062K