SEANAD ÉIREANN

AN BILLE UM FHORBAIRTÍ ILAONAD 2009
MULTI-UNIT DEVELOPMENTS BILL 2009

LEASUITHE TUARASCÁLA
REPORT AMENDMENTS

[No. 32*a* of 2009] [01 June, 2010]

SEANAD ÉIREANN

AN BILLE UM FHORBAIRTÍ ILAONAD 2009
—AN TUARASCÁIL

MULTI-UNIT DEVELOPMENTS BILL 2009
—REPORT

Leasuithe
Amendments

** Government amendments are denoted by an asterisk.*

1. In page 4, between lines 13 and 14, to insert the following:

" "complete" in relation to a development means complete to the agreed satisfaction of the developer and the owners' management company and the planning authority;".

—Senators Ivana Bacik, Alex White, Michael McCarthy, Brendan Ryan, Phil Prendergast, Dominic Hannigan.

* **2.** In page 4, line 20, to delete "and after certificates of compliance" and substitute "in accordance".

* **3.** In page 4, line 23, to delete "have been issued".

4. In page 4, to delete lines 41 to 45 and in page 5, to delete lines 1 and 2.

—Senators Ivana Bacik, Alex White, Michael McCarthy, Brendan Ryan, Phil Prendergast, Dominic Hannigan.

* **5.** In page 6, to delete lines 5 to 10 and substitute the following:

"(4) In the case of a mixed use multi-unit development the obligations imposed on an owners' management company by this Act shall as respects such a company in which membership is held otherwise than by reason of ownership of a residential unit, be considered as being complied with where—".

* **6.** In page 6, between lines 18 and 19, to insert the following:

"(5) Except where otherwise provided, this Act applies to every multi-unit development.".

7. In page 6, line 29, before "person" to insert "developer or any other".

—Senators Eugene Regan, Maurice Cummins.

* **8.** In page 6, line 35, to delete "concerned, and" and substitute "concerned,".

9. In page 6, line 36, before "ownership" to insert "the unencumbered beneficial and legal".

—Senators Ivana Bacik, Alex White, Michael McCarthy, Brendan Ryan, Phil Prendergast, Dominic Hannigan.

* **10.** In page 6, line 40, to delete "relating to that unit." and substitute the following:

"relating to that unit, and

(*c*) a contract in writing is entered into between the developer and the owners' management company concerned prior to such transfer setting out the rights and obligations each of those persons has in relation to the other.".

11. In page 6, line 40, after "unit" to insert the following:

"and

(*c*) the purchaser has supplied his or her residential address to the owners' management company and has undertaken to notify the company of any future changes in address".

—*Senators Ivana Bacik, Alex White, Michael McCarthy, Brendan Ryan, Phil Prendergast, Dominic Hannigan*.

12. In page 6, between lines 40 and 41, to insert the following:

"(2) An interest in a unit shall not be transferred subject to any conditions or covenant unless in the formulation of such condition or covenant, due regard has been had to environmental considerations.".

—*Senators Ivana Bacik, Alex White, Michael McCarthy, Brendan Ryan, Phil Prendergast, Dominic Hannigan*.

*** 13.** In page 6, to delete line 42 and substitute the following:

"(*a*) a multi-unit development in which a residential unit has not previously been sold; and".

*** 14.** In page 6, line 44, to delete "the owner of common areas" and substitute "the owner of relevant parts of the common areas".

15. In page 6, between lines 45 and 46, to insert the following:

"(3) On closing of a unit sale prior to completion of the development, the developer shall pay 5 per cent of the purchase prices to the owners' management company which shall hold such sum in trust for the developer until the development is completed.".

—*Senators Ivana Bacik, Alex White, Michael McCarthy, Brendan Ryan, Phil Prendergast, Dominic Hannigan*.

16. In page 7, line 24, to delete "The" and substitute the following:

"Except where the multi-unit development has been completed, the".

—*Senators Ivana Bacik, Alex White, Michael McCarthy, Brendan Ryan, Phil Prendergast, Dominic Hannigan*.

17. In page 7, between lines 29 and 30, to insert the following:

"Prohibition on retention of units without payment of service charges.

4.—Where a developer retains any unit or units on completion of the development, each unit so retained shall be subject, on such completion, to a common liability for charges as if it had been disposed of by the developer.".

—*Senators Ivana Bacik, Alex White, Michael McCarthy, Brendan Ryan, Phil Prendergast, Dominic Hannigan*.

18. In page 7, between lines 29 and 30, to insert the following:

"Second-hand units.

4.—No person may sell a unit unless the purchaser has supplied his or her residential address to the owners' management company and has undertaken that if he or she resides elsewhere than at the unit he or she shall notify the company of any future changes in address until he or she disposes of any interest in the unit or resides in the unit.".

—Senators Ivana Bacik, Alex White, Michael McCarthy, Brendan Ryan, Phil Prendergast, Dominic Hannigan.

*** 19.** In page 7, lines 38 and 39, to delete "to an owners' management company" and substitute "to the relevant owners' management company".

20. In page 7, to delete lines 41 to 46 and substitute the following:

"(2) Subject to *section 10(1)*, the transfer, in compliance with *subsection (1)*, of the ownership of the relevant parts of the common areas of a multi-unit development and in the reversion relating to the units concerned may reserve the beneficial interest to the transferor if the reservation of such interest is necessary to enable the transferor to complete the development, and upon completion the developer shall transfer the unencumbered legal and beneficial interest free of any right in favour of a mortgagee or owner of a charge affecting such interest in accordance with *section 10(1)*.".

—Senators Ivana Bacik, Alex White, Michael McCarthy, Brendan Ryan, Phil Prendergast, Dominic Hannigan.

21. In page 7, after line 46, to insert the following:

"5.—(1) Where a conveyance of a unit occurs during the development stage of a multi-unit development, the purchaser of a unit shall, on completion of the conveyance of the unit to the purchaser, pay 5 per cent of the consideration for the purchase to the owners' management company, which shall hold each such sum in trust for the developer until the development stage has been completed.

(2) The owners' management company shall not transfer the sums referred to in *subsection (1)* until the development stage has been completed.

(3) Notwithstanding *subsection (1)*, the developer shall be the taxable person within the meaning of section 3 of the Value-Added Tax Act 1972 (as amended by section 85 of the Finance Act 2008) for the entire consideration paid by the purchaser of a unit at the time of the conveyance of the unit.

(4) Without prejudice to any other covenants which may be entered into, the covenants to be included in the articles of association of an owners' management company shall include the following—

(*a*) that each unit owner shall abide by all house rules of the multi-unit development,

(*b*) that each unit owner shall discharge the responsibilities expected as a member of the owners' management company, including payment of service charges and contributions to the building investment fund,

(*c*) that each unit owner shall obtain the permission of the board of directors of the owners' management company before making any external or structural alteration to the unit owner's unit,

(*d*) that each unit owner shall provide up-to-date and accurate contact details to the owners' management company,

(*e*) that each unit owner shall inform his or her tenant (if any) of the house rules of the multi-unit development, and shall take all reasonable steps to ensure that any such tenant abides by those rules.".

—*Senators Eugene Regan, Maurice Cummins*.

22. In page 8, line 2, after "completed" to insert "as certified by a professional person".

—*Senators Eugene Regan, Maurice Cummins*.

*** 23.** In page 8, between lines 8 and 9, to insert the following:

"Owners' management company to join in transfer to purchasers.

6.—Each owners' management company concerned shall, where requested by the developer to do so, join in a deed of conveyance or transfer relating to a unit in the development and take such other steps as are reasonably requested of it to enable a good marketable title of a unit in a multi-unit development to vest in the purchaser of the unit concerned from the developer.".

*** 24.** In page 8, between lines 42 and 43, to insert the following:

"(3) A unit owner shall be under an obligation to furnish to the relevant owners' management company particulars of his or her name together with details of his or her address and such other contact particulars as the owners' management company may reasonably request, and shall notify the owners' management company of any change in such particulars.".

25. In page 10, line 15, after "the" to insert "unencumbered".

—*Senators Ivana Bacik, Alex White, Michael McCarthy, Brendan Ryan, Phil Prendergast, Dominic Hannigan*.

26. In page 10, between lines 28 and 29, to insert the following:

"11.—(1) When the developer has completed a development in accordance with its statutory and contractual duties including quality assurance provisions, the developer shall serve notice of completion on the owners' management company, on the planning authority, on the building control authority and on the other parties scheduled in *section 20(1)(a)*, *(b)* and *(c)* stating that the development is complete. The notice when served shall be accompanied by the list of addressees on whom the notice is being served and, when served on the owners' management company, shall be accompanied also by a copy of the documentation listed in *Schedule 3*. The notice of completion shall state the date on which the developer intends to complete transfer of the beneficial interest in the common areas to the owners' management company. That intended transfer date shall be not less than five weeks after the date of service (or the latest of the dates of service) of the notice of completion.

(2) If a party listed in *section 20(1)(a)*, *(b)* and/or *(c)* objects to completion of the transfer to the owners' management company, and/or to payment by the owners' management company to the developer of all of the sums held in trust for the developer, that party shall serve an objection notice on the developer within 16 days of the date of service of the notice of completion. Such objection notice shall set out the grounds for objection to the transfer, which shall be confined to grounds of—

(*a*) non-compliance with statutory and contractual requirements,

(*b*) incomplete or defective work in the common areas or in a unit,

(*c*) any defect in the *Schedule 3* documentation,

(*d*) any grounds of good estate management; e.g. in the configuration or size of the common parts which the developer proposes to transfer,

(*e*) any notice or other evidence from a local authority or statutory undertaker of incomplete or defective work, or of a refusal to take in charge ducts and conduits, paved and/or landscaped areas, and/or

(*f*) any other matter, unforeseen when any agreement for lease or sale of a unit was signed, which inhibits good estate management.

(3) On receipt of an objection notice under the previous sub-section, the developer shall consider the grounds set down therein and shall, within five weeks period from the date of service on him, serve a revised notice of completion on the owners' management company, on the planning authority, on the building control authority and on the other parties referred to in *section 20(1)(a)*, *(b)* and *(c)* setting down:

(*a*) a revised date on which the developer intends to complete transfer of the beneficial interest in the common areas to the owners' management company; which revised transfer date shall be not less than five weeks after the date of service (or the latest of the dates of service) of the revised notice of completion;

(*b*) a note on each of the grounds or elements of each objection notice which the developer intends to remedy, outlining the intended measures for compliance, completion, remedial works, rectification etc. ; and

(*c*) a note on the remaining grounds or elements of each objection notice stating why the developer does not consider those grounds to be valid, fair or reasonable.

(4) A party listed in *section 20(1)(a)*, *(b)* and/or *(c)* may serve a revised objection notice on the developer within 16 days of the date of service of the revised notice of completion; in accordance with subsection (2).

(5) In the event that the developer has not yet served notice of completion of common areas or of a particular part of common areas in accordance with *subsection (2)*, and a party listed in *section 20(1)(a)*, *(b)* or *(c)* considers that the developer has completed a development (or the particular part) and is unreasonably delaying transfer in accordance with its statutory and contractual duties including quality assurance provisions, that party may serve notice of completion (called an "owner's notice of completion") on the developer, the owners' management company, on the planning authority, on the building control authority and on the other parties scheduled in *section 20(1)(a)*, *(b)* and *(c)* stating that it considers that the development is complete. The owner's notice of completion when served shall be accompanied by the list of addressees on whom the notice is being served and shall have the same effect as a notice of the developer under *subsection (2)*, and the obligation to provide a copy of the documentation listed in *Schedule 3* shall be on the developer who shall fulfil that obligation within five weeks of service. The owner's notice of completion shall state the date on which it intends the developer to complete transfer of the beneficial interest in the common areas to the owners' management company; and it may be accompanied by a list of measures required to be taken by the developer for compliance, completion, remedial works, rectification etc. as set down in *subsection (2)*. The intended transfer date stated in the owners' notice of completion shall be not less than five weeks after the date of service (or the latest of the dates of service) of the notice of completion.

(6) If the developer objects to the owners' notice of completion, and to completion of the transfer to the owners' management company, the developer shall serve an objection notice ("developer's objection notice") on all the parties scheduled in *section 20(1)(a)*, *(b)* and *(c)* within 16 days of the date of service of the notice of completion. Such developer's objection notice be accompanied by a copy of the *Schedule 3* documentation and shall set out the grounds for objection to the notice, which shall be confined to grounds of—

(*a*) the provisions of any agreement for lease or sale of a unit,

(*b*) good estate management,

(*c*) the time reasonably required (which shall be stated) to achieve compliance with statutory and contractual requirements, to complete work (or rectify defective work) in the common areas or in a unit, and/or to deal with any notice or other evidence from a local authority or statutory undertaker, or with a refusal to take in charge ducts and conduits, paved and/or landscaped areas.

The developer's objection notice shall also state the date by which the developer intends to complete the transfer to the owners' management company of the common areas referred to in the owners' notice of completion.

(7) The owners' notice of completion and the developer's objection notice shall have the like effect as a notice of completion under *subsection (1)*, and the procedure for a party listed in *section 20(1)(a)*, *(b)* and/or *(c)* to set down grounds for objection shall *mutatis mutandis* be as set down in *subsection (2)*.

(8) In the event of a dispute arising in relation to completion of the development, following issue of one or more of the notices referred to in this section, such dispute shall be resolved in accordance with dispute resolution provisions to be set down in Regulations to be made by the Minister.".

—Senators Ivana Bacik, Alex White, Michael McCarthy, Brendan Ryan, Phil Prendergast, Dominic Hannigan.

27. In page 10, between lines 28 and 29, to insert the following:

"Procedures on transfer.

11.—(1) Where a development is substantially completed, the relevant local authority, or an independent party agreed by both the developer and the owners' management company, may be requested to carry out a snag list to identify unfinished works and to ensure that these are done prior to the development being declared to be complete.

(2) If a developer fails to carry out the snag list within 3 months after the determination of the snag list then the developer shall pay to the owners' management company a sum equal in value to the cost of completing the development to enable the snag list to be completed.

(3) To ensure compliance with this section, any planning permission for a multi-unit development after the commencement of this section shall include as a condition that the developer enter into a bond sufficient to ensure such compliance.".

—Senators Ivana Bacik, Alex White, Michael McCarthy, Brendan Ryan, Phil Prendergast, Dominic Hannigan.

28. In page 11, to delete lines 42 to 51 and in page 12, to delete lines 1 to 5 and substitute the following:

"Structure of certain owners' management companies.

13.—(1) From the commencement of this section, an owners' management company shall be incorporated under the Companies Acts for a multi-unit development which comprises 5 units or more and shall carry out the functions referred to in this Act.

(2) The title "owners' management company" and the letters "OMC" shall appear in legible characters on all documents signed and issued by or on behalf of an owners' management company, and the owners' management company shall ensure that it is represented as being such a company.

(3) The objects and functions of an owners' management company shall be—

(*a*) during the development stage, to convey the legal title of a unit in the multi-unit development to each unit purchaser and that it shall not prevent or frustrate any such conveyance, and to ensure (in a manner that is consistent with the object and function to convey that legal title and not to prevent or frustrate it) the management and maintenance of the common areas of the multi-unit development and otherwise to comply with the obligations imposed on the company by this Act,

(*b*) after the development stage, to ensure the management and maintenance of common areas of the multi-unit development and otherwise to comply with the obligations imposed on the company by this Act.

(4) Notwithstanding anything in the Companies Acts, the memorandum of association of an owners' management company shall make provision for the following—

(*a*) the name of the company in accordance with *subsection (2)*,

(*b*) an objects clause in accordance with *subsection (3)*,

(*c*) that each unit owner shall be a member of the company,

(*d*) that each member of the company holds one vote of equal weight as each other member, and

(*e*) that, in the event of a sale of a unit after its first sale, each subsequent unit owner shall be a member of the company on completion of the conveyance.

(5) Notwithstanding anything in the Companies Acts, the articles of association of an owners' management company shall make provision for the following—

(*a*) that an annual general meeting shall be held within every calendar year,

(*b*) that every member of the company shall receive at least 21 days notice of the annual general meeting,

(*c*) that the annual general meeting shall take place within reasonable proximity to the multi-unit development and at reasonable times (unless otherwise agreed by a 75 per cent majority vote of the members of the company),

(*d*) that a scheme of annual service charges and a scheme for a building investment fund for the multi-unit development is established and maintained,

(*e*) the form and content of the annual returns of an owners' management company specified in *subsection (6)*, and

(*f*) the covenants and agreements for the multi-unit development, which shall comply with the requirements of *section 5*.

(6) Notwithstanding anything in the Companies Acts, the annual returns of an owners' management company shall include the following—

(*a*) the accounts of the company in the form of a statement of income and expenditure,

(*b*) a statement of the annual service charge or charges,

(*c*) a statement of the current level of the building investment fund and the annual contribution to it,

(*d*) a statement of any planned expenditure for the following calendar year,

(*e*) a statement of the assets of the company,

(*f*) a statement of the content of and extent of cover provided by any insurance policy (if any) held by the company,

(*g*) the fire safety certificate issued under the Building Control Acts 1990 and 2007 for the multi-unit development.

(7) Subject to the provisions of this section and the other provisions of this Act, the Companies Acts shall apply with the necessary modifications to an owners' management company.

(8) A multi-unit development which comprises 4 units or less may be developed and maintained on the basis of a co-ownership agreement between the unit owners.".

—*Senators Eugene Regan, Maurice Cummins*.

29. In page 12, to delete lines 1 to 3 and substitute the following:

"(4) Where development works commenced prior to the enactment of this Act, this section applies subject to the modification that any existing rules contrary to this section shall be modified within the 24 months following the commencement of this section.".

—*Senators Ivana Bacik, Alex White, Michael McCarthy, Brendan Ryan, Phil Prendergast, Dominic Hannigan*.

*** 30.** In page 12, line 5, to delete "*section 3(4)*" and substitute "*section 2(4)*".

31. In page 13, between lines 16 and 17, to insert the following:

"(2) The developer shall be liable to pay any charge under this section or *section 15*, within 30 days of invoice, for any unsold unit as if there were a unit owner for that unit.".

—*Senators Ivana Bacik, Alex White, Michael McCarthy, Brendan Ryan, Phil Prendergast, Dominic Hannigan*.

*** 32.** In page 14, between lines 37 and 38, to insert the following:

"(10) For the purposes of this section a developer or building contractor, as the case may be, shall be considered to be the owner of a unit in a multi-unit development upon the completion of the sale of the first unit in the development.".

33. In page 14, line 43, to delete "apportioned between unit owners" and substitute the following:

"and proportionately allotted between unit owners, with due consideration given to type and size of unit owned.".

—Senators Rónán Mullen, Feargal Quinn.

*** 34.** In page 15, line 44, after "multi-unit development" to insert the following:

"(including a person who is the developer or building contractor of the development)".

*** 35.** In page 15, after line 46, to insert the following:

"(4) For the purposes of this section a developer or building contractor, as the case may be, shall be considered to be the owner of a unit in a multi-unit development upon the completion of the sale of the first unit in the development.".

*** 36.** In page 16, line 4, to delete "such greater amount" and substitute "such other amount".

*** 37.** In page 16, line 11, to delete "the passing of a period of 18 months since" and substitute "the expiry of 18 months from".

*** 38.** In page 16, lines 39 and 40, to delete all words from and including "the charges" in line 39 down to and including "and *16*," in line 40 and substitute the following:

"the charges arising under *section 15* and the contributions fixed under *section 16*,".

*** 39.** In page 16, line 42, to delete "calculation of the charge" and substitute "calculation of the charge and contribution".

*** 40.** In page 16, after line 46, to insert the following:

"Recovery of charges and contributions.

18.—Charges arising under *section 15* and contributions fixed under *section 16*, whether requested or sought to be collected separately or together may be recovered by the owners' management company concerned as a simple contract debt in a court of competent jurisdiction.".

*** 41.** In page 17, to delete lines 7 and 8 and substitute the following:

"on—

(*a*) unit owners,

(*b*) tenants of unit owners, and

(*c*) servants, agents and licensees of persons referred to in *paragraphs (a)* and *(b)*.".

42. In page 17, after line 48, to insert the following:

"(11) House rules shall have due regard to environmental considerations and in particular may not prohibit air drying of laundry.".

—Senators Ivana Bacik, Alex White, Michael McCarthy, Brendan Ryan, Phil Prendergast, Dominic Hannigan.

*** 43.** In page 18, line 26, to delete "a development" and substitute "a multi-unit development".

*** 44.** In page 18, line 31, to delete "company where" and substitute the following:

"company in respect of a multi-unit development where".

*** 45.** In page 19, to delete line 8 and substitute the following:

"such transfer, or the unit owners have unreasonably refused to accept such transfer;".

*** 46.** In page 19, lines 16 and 17, to delete all words from and including "a development" in line 16 down to and including "development" in line 17 and substitute "a multi-unit development".

47. In page 19, between lines 29 and 30, to insert the following:

"(*m*) annulling house rules or any provision thereof if such rules interfere unreasonably with the rights of an owner of a unit.".

—Senators Ivana Bacik, Alex White, Michael McCarthy, Brendan Ryan, Phil Prendergast, Dominic Hannigan.

*** 48.** In page 20, between lines 23 and 24, to insert the following:

"(*d*) the personal representative of a member of such an owners' management company;".

*** 49.** In page 20, to delete lines 32 to 34 and substitute the following:

"21.—(1) The Circuit Court shall have exclusive jurisdiction to hear and determine applications under *section 19* and such applications shall not be made to the High Court.".

50. In page 20, to delete lines 38 to 46, to delete page 21 and in page 22, to delete lines 1 to 9 and substitute the following:

"Dispute Resolution and Alternative Dispute Resolution.

22.—(1) (*a*) Upon the request of any party to an application under *section 19*, the court may at any stage during the course of the proceedings (including immediately after the issue of the proceedings), if it considers that an Alternative Dispute Resolution Procedure pursuant to a direction under this subsection would assist in reaching a resolution of the matter, direct that the parties to the application meet to discuss and attempt to settle the matter by an Alternative Dispute Procedure.

(*b*) A procedure held pursuant to a direction under this subsection is in this Act referred to as an "Alternative Dispute Procedure".

(2) Where the court gives a direction under *subsection (1)*, each party to the application concerned shall comply with that direction.

(3) An Alternative Dispute Procedure shall take place—

(*a*) at a time and place agreed by the parties to the application concerned, or

(*b*) where the parties do not agree a time and place, at a time and place specified by the court.

(4) There shall be a chairperson of the Alternative Dispute Procedure who shall—

(*a*) be a person appointed by agreement of all the parties to the application concerned, or

(*b*) where no such agreement is reached—

(i) be a person appointed by the court, or

(ii) a person nominated by a body prescribed, for the purpose of this section, by order of the Minister.

(5) The notes of the chairperson of an Alternative Dispute Procedure and all communications during a mediation conference or any records or other evidence thereof shall be confidential and shall not be used in evidence in any proceedings whether civil or criminal.

(6) The costs incurred in the holding and conducting of a mediation conference shall be paid by the party to the application in such proportion as the Chairperson shall decide, or as the court hearing the action shall direct.

Report of Alternative Dispute Resolution Chairperson.

23.—(1) The chairperson of the Alternative Dispute Procedure shall prepare and submit to the court hearing the application under *section 19* a report, which shall set out—

(*a*) where the procedure did not take place, a statement of the reasons as to why it did not take place, or

(*b*) where the procedure did take place—

(i) a statement as to whether or not a resolution has been reached in respect of the application, and

(ii) where a settlement or determination has been entered into, a statement of the terms of the settlement signed by the parties thereto or terms of the determination, signed by the Chairperson, as applicable.

(2) A copy of a report prepared under *subsection (1)* shall be given to each party to the application at the same time as it is submitted to the court under that subsection.

(3) At the conclusion of the hearing of an application under *section 19*, the court may—

(*a*) after hearing submissions by or on behalf of the parties to the application, and

(*b*) if satisfied that a party to the application failed to comply with a direction under *section 22(1)*,

make an order directing that party to pay the costs of the application, or such part of the costs of the application as the court directs, incurred after the giving of the direction under *section 22(1)*.

Regulations regarding *sections 22* and *23*.

24.—(1) The Minister may make regulations providing for any matter of procedures, including Alternative Dispute Procedures in relation to applications under *sections 22* and *23* and making such incidental, consequential or supplementary provision as may appear to him or her to be necessary or proper to give full effect to any of the provisions of *section 22*.

(2) Without prejudice to the generality of *subsection (1)*, regulations under this section may—

(*a*) specify the time at which applications under *section 22* may be made, the manner in which those applications shall be made and the particulars they shall contain,

(*b*) require applicants to furnish to the court any specified information with respect to their applications (including any information regarding any estate or interest in or right over land),

(*c*) require applicants to submit to a court any further information relevant to their applications (including any information as to any such estate, interest or right),

(*d*) require the production of any evidence to verify any particulars or information given by any applicant, and

(*e*) require the notification (in a prescribed manner) by planning authorities of decisions on applications,

(*f*) set out Alternative Dispute Procedures, and mechanisms for procedure selection in default of agreement between the parties, including a schedule of nominating authorities of Chairperson of the Alternative Dispute Procedure in default of agreement. Such Alternative Dispute Procedures may include; mediation, conciliation, arbitration, expert determination and stepped procedures (limited to two steps).".

—*Senators Ivana Bacik, Alex White, Michael McCarthy, Brendan Ryan, Phil Prendergast, Dominic Hannigan*.

51. In page 24, between lines 3 and 4, to insert the following:

"1. *Sections 2* to *4* (obligation to have owners' management company).".

—*Senators Ivana Bacik, Alex White, Michael McCarthy, Brendan Ryan, Phil Prendergast, Dominic Hannigan*.

*** 52.** In page 25, line 11, to delete "*section 14(2)(c*)" and substitute the following:

"*section 14(2)(c)* (unless a sinking fund exists in respect of the development)".

*** 53.** In page 26, to delete lines 2 and 3 and substitute the following:

"1. Confirmation that the development has been completed—".

*** 54.** In page 26, line 15, to delete "1990 and 2007" and substitute "2000 to 2009".

*** 55.** In page 26, to delete line 17 and substitute the following:

"3. Any safety file required by or under any enactment to be maintained by the developer.".