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| **Before the Building Practitioners Board** | BPB Complaint No. CB26773 |
| **Licensed Building Practitioner:** | Yuyuan Song (the Respondent) |
| **Licence Number:** | BP 126074 |
| **Licence:** | Roofing – Profiled Metal Roof and/or Wall Cladding |
| **Complaint or Board Inquiry** | Complaint |
| **Hearing Location** | On the papers |
| **Hearing Date** | 30 September 2026 |
| **Decision Date** | 16 November 2026 |

**Board Members**:
G Pearson
E Harvey McDouall
S Chetwin
C Lang

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**DECISION OF THE BOARD**

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**Board's Findings:**

The Board upholds negligent supervision under section 317(1)(b) of the Building Act 2004 and breach of clause 13(2) of the Code of Ethics under section 317(1)(g). It makes no finding of incompetence. The notified allegations under clauses 10, 15 and 20 are not upheld.

The substantive findings replace those in the decision dated 24 June 2026. The Board's concluded position is a $2,000 fine, $1,100 costs and ordinary publication.

## Introduction

[1] This complaint concerns the replacement of a metal roof at [OMITTED], in 2024. Ms Song, a licensed Roofing practitioner, supervised the work. The existing roof was low pitched, curved and out of square. The issue is whether she adequately assessed and managed those constraints, supervised the installation and explained the risks to the owner.

[2] The Board finds negligent supervision and a failure to give timely advice about risks that became apparent during installation. The related failures, considered together, justify a

disciplinary response. The allegations concerning the requirement for a building consent, accountability and lack of good faith in the dispute are not established.

[3] The Board has reconsidered the matter following Ms Song's objection to photographs used in its earlier decision. The findings below rest on the reliable technical evidence, contemporaneous correspondence and her own account. They do not depend on treating an uncertain construction photograph as proof of the completed roof's condition.

## The proceeding and rehearing

[4] The Notice of Proceeding signed on 14 October 2025 identified negligent or incompetent building work under section 317(1)(b) and breach of the Code of Ethics under section 317(1)(g). The workmanship inquiry concerned the matters described by [OMITTED] and [OMITTED]. The notified Code issues were whether the building work required consent, identifying the new insulation as a possible trigger (clause 10), explanation of roofing risks (clause 13), accountability (clause 15) and good faith during dispute resolution (clause 20).

[5] At Ms Song's request, the original hearing proceeded on the papers. The resulting decision, dated 24 June 2026, upheld negligence and clauses 10 and 13, but not clauses 15 and 20. It invited submissions on the proposed fine, costs and publication. On 20 July, Ms Song challenged the use of photographs she said depicted unfinished work and requested an inspection. She also made submissions on penalty and said she would accept the indicated consequences. That acceptance did not withdraw her challenge to the substantive findings.

[6] By minute of 21 July 2026, the Board directed a rehearing and a new decision taking account of Ms Song's submission. The rehearing proceeded on the papers on 30 September 2026. This decision replaces the earlier substantive findings and proposed consequences; it does not impose an additional set of penalties.

[7] The Board has considered the complaint, Ms Song's responses and submissions, the owner's replies, the technical reports and the contemporaneous quality-assurance correspondence. Mr [OMITTED] is the owner and complainant. Mr [OMITTED] is the building surveyor he engaged. Mr [OMITTED] was [OMITTED]'s technical manager and inspected the roof. [OMITTED] supplied a brief letter about [OMITTED]'s post-installation audit. These are written sources; the Board does not equate the reports with the authors giving oral evidence at this rehearing.

## The legal framework

[8] The Board must be satisfied on the balance of probabilities. That standard does not change because the allegations are disciplinary, although serious findings require evidence of appropriate cogency.[1]

[9] Negligence under section 317(1)(b) is a failure to exercise the care reasonably expected of an Licensed Building Practitioner (LBP) undertaking or supervising the relevant work. Not every mistake warrants discipline. The Board must assess the nature, extent and combined significance of the departures proved. Incompetence concerns a lack of the requisite skill or ability and is a distinct basis for a finding.

[10] The Code of Ethics applied to the 2024 work. Clause 13(1) requires all reasonable steps to discuss design and construction risks and mitigation before work begins. Clause 13(2) requires written advice as soon as practicable when a risk arises or becomes apparent during the work. Clause 3(3) confines these duties to the work within the practitioner's relevant role. The Board applies the particular Code obligations, rather than treating an unsuccessful project or a commercial dispute as an ethics breach.[2]

## Ms Song's responsibility and the roofing work

[11] Ms Song held a Roofing licence in the Profiled Metal Roof and/or Wall Cladding area of practice. She accepted that she inspected the site before work began, gave instructions, supervised three workers and dealt with additional problems by video call. No other LBP was identified as supervising the installation. Her personal conduct must be assessed separately from the contractor's civil liability.

[12] The work was arranged through RoofBuddy and undertaken by the contractor described in the correspondence as Trade Winds. The agreed work included replacement Metdek 500 cladding. Ms Song says the full geometry and condition of the roof were not apparent from that information. The Board accepts that some difficulties may have become evident only when the old roofing was removed or the new sheets were laid. That did not remove her responsibility to assess and respond to them.

[13] Mr [OMITTED]'s statement of 9 August 2024 provides important qualifications to Mr [OMITTED]'s criticism. He recorded a drape-curved roof, approximately level at the apex and rising to two degrees of fall towards the eaves. The purlin spans were within the product's scope. He regarded some pan distortion over the unsupported apex as normal after the roof had been walked on, was not concerned by appearance alone and considered the roof

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1 *Z v Dental Complaints Assessment Committee* [2008] NZSC 55, [2009] 1 NZLR 1 at [112]–[113].

2 Building (Code of Ethics for Licensed Building Practitioners) Order 2021, clauses 2, 3 and 13.

apparently watertight. The Board does not find that Metdek 500 was inherently unsuitable for this roof merely because it had a low pitch.

### The photographs and the proved workmanship failures

[14] The June 2024 quality-assurance correspondence shows concerns being raised after the roof had been presented as completed. That material is not displaced simply by describing photographs as work in progress. Equally, the timing of every photograph and the effect of later visits cannot be reliably established. The Board therefore does not infer from a photograph alone that the depicted condition remained when work ceased.

[15] Mr [OMITTED] suspected that concealed fixings were missing but acknowledged that sheets would have to be lifted to verify that. He could not verify the insulation clearances in the same way. The Board makes no finding that concealed clips were absent or that the insulation was installed without the necessary clearance. Nor does it adopt replacement of the entire roof as a necessary conclusion for this disciplinary inquiry.

[16] The use of a grinder is established independently. Ms Song said that the foreman used it without asking her permission when snips proved difficult and rain was approaching. She accepted that the method was wrong. Mr [OMITTED] explained that an abrasive blade burns back the coating and compromises the natural sealing of cut edges. He saw burring, but no rust at the cuts when he inspected, and said the swarf had been cleaned. Mr [OMITTED] reported rust markings. The Board finds an avoidable durability risk from the cutting method without concluding that all the affected sheets later rusted.

[17] The gutter presented a further problem. Ms Song described fixing finger brackets to the sides of the roof ribs to lift the low section and obtain fall towards the downpipe. Mr [OMITTED] accepted that finger clips were the appropriate type where there was no fascia but explained that the fixing method was wrong. RoofBuddy’s quality-assurance list also identified incorrectly installed clips. The problem was the way the clips were installed and the unresolved support and fall, not the choice of finger clips as such.

[18] The same list identified the need for stitching screws along the sides of the back trays, longer back trays, trimming of the underlay and cleaning. The correspondence proves concerns and attempts to respond; it does not prove that every listed item remained uncorrected. Mr [OMITTED]’s brief account of an audit likewise does not establish the final state of each item.

[19] The Board has considered the request for a site inspection. It is not necessary to resolve the narrower findings made here. Those findings concern the admitted cutting method, the described gutter installation and the response to known constraints. An inspection of the later roof condition would not determine whether Ms Song gave adequate instructions and advice when those decisions were made.

### Negligent supervision

[20] The Board does not impose liability merely because a worker made a mistake. Ms Song accepted the supervisory role. Once the uneven support, stepped sheet ends and gutter difficulty emerged, competent supervision required assessment of the options, clear instructions and checking before work continued. Her account shows that the team pressed on to complete the roof without first resolving those matters or involving the owner in the available choices.

[21] The weather forecast did not justify abrasive cutting or an inadequately considered gutter arrangement. It made planning and temporary protection more important. The wrong cutting method, incorrect gutter installation and failure to manage the known constraints were related failures of supervision. Taken together, they fell sufficiently seriously below the care expected of a Roofing LBP to warrant discipline.

[22] The Board has given weight to the existing structure, Mr [OMITTED]'s favourable observations, cleaning and the attempts at remediation. Those matters limit the findings but do not answer the supervisory failures. Section 317(1)(b) is upheld on the basis of negligence. The evidence does not establish a general lack of ability or skill warranting a finding of incompetence.

### The Code of Ethics

### Explaining risks to the client

[23] The notified clause 13 issue concerned the risks of reroofing this low-pitch curved roof, including its unsupported apex. Mr [OMITTED] considered that better discussion of re-pitching or additional support should have occurred and noted the absence of a manufacturer's material warranty below three degrees. A contractor's own warranty did not remove the need to explain the relevant construction risks.

[24] Even accepting that the full problem became apparent only during installation, it needed to be raised promptly. In her email of 19 August 2024, Ms Song acknowledged that the roofers had not discussed the deformation with the owner. Her February 2026 submission likewise explained that the team concentrated on completing the roof before rain rather than notifying RoofBuddy or the client. The Board accepts those admissions as evidence of what occurred.

[25] Mr [OMITTED] was the recipient of the roofing services. Ms Song supervised their delivery, corresponded with him and managed the response to the installation difficulties. Advising about those risks was within her responsibility for that work, whether communication was made directly or through RoofBuddy. Neither was informed at the relevant time. The Board finds that she failed to give written advice as soon as practicable when the risks became apparent, contrary to clause 13(2). The later explanation and warranty offer did not remedy that failure.

## The building consent allegation

[26] The earlier decision treated the addition of insulation as a material change to the roof's thermal and moisture behaviour and concluded that building consent was required. The low pitch, limited space and ventilation risks explain why the insulation needed careful consideration. They do not, however, determine the statutory consent question.

[27] Schedule 1 clause 13 of the Building Act expressly exempts installing thermal insulation in an existing building, apart from insulation in external walls or internal fire-separation walls. Neither exception is engaged by the roof-space insulation described here. Section 42A makes exemption conditional on the work complying with the Building Code to the extent the Act requires. After the work, the building must continue to comply or, if it was already non-compliant, comply at least to the same extent as before. A general concern about moisture performance does not by itself establish that the condition was not met.[3]

[28] The roofing work must also be considered. The comparable-replacement exemption in Schedule 1 clause 1 is conditional. Here, Mr [OMITTED] described replacement of a comparable trough-profile roof without structural work. No particular exclusion from that exemption has been established. Structural alteration or re-pitching might require consent if undertaken; the evidence does not establish that such work was undertaken as part of this reroof.

[29] The notified allegation concerned failure to have a required consent in place for the building work, identifying new insulation as the possible trigger. The Board has considered whether the proved workmanship failures establish Code noncompliance sufficient to defeat exemption. They establish deficient supervision and avoidable risks, but the technical evidence does not establish the necessary Code failure or reduction in compliance. Mr [OMITTED] considered the roof apparently watertight, and the insulation clearances were not verified. This is not an affirmative finding that every detail complied with the Code. On the evidence, the consent requirement has not been proved. The Board therefore does not uphold clause 10 and replaces the earlier finding on that particular.

## Accountability and dispute resolution

[30] Clauses 15 and 20 concern honest and responsive communication about potentially defective work, integrity in resolving it and good faith during dispute resolution. Some of Ms Song's communications were unhelpful, and the owner reasonably remained dissatisfied. The Board has also considered her explanations, proposed repairs and warranty offers, and the genuine disagreement about the existing structure and responsibility for further work.

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[3] Building Act 2004, sections 17, 41 and 42A, and Schedule 1, clauses 1 and 13, as applicable to the 2024 work.

[31] The Disputes Tribunal ordered Trade Winds Co. Limited to refund $17,266.51. The refund followed enforcement. That establishes the civil outcome, not a separate disciplinary finding against Ms Song. Her disagreement with liability and pursuit of a rehearing did not, of themselves, demonstrate dishonesty, lack of integrity or bad faith. On the whole record the Board is not satisfied that the notified clauses 15 and 20 allegations are proved. The section 317(1)(g) finding is confined to clause 13(2).

## Penalty costs and publication

[32] The Board has considered Ms Song's penalty submissions and her acceptance of the consequences indicated in the earlier decision. It now finally determines penalty, costs and publication. The response must be proportionate to the conduct proved, protect the public and maintain professional standards. The negligence and risk-communication findings overlap and are not counted twice. The Board does not treat the consent allegation or the later commercial dispute as material.

[33] A fine is appropriate. Censure alone would not sufficiently mark the related supervisory failures and the loss of an informed choice for the owner. The earlier decision proposed $2,000, reduced from a $3,000 starting point after allowing for the refund. After considering Ms Song's submissions and the narrower findings on rehearing, the Board fixes the fine at $2,000. The repayment reduced the outstanding financial loss, but, having followed enforcement, is not treated as exceptional contrition. The old structure, apparently watertight inspection, remedial efforts and limits of the proved defects have also been taken into account.

[34] Costs are a contribution to the inquiry, not an additional punishment. The Board fixes costs at $1,100, including GST. It has taken account of the papers process and the mixed result. It imposes no additional contribution for the rehearing. The fine power is section 318(1)(f); the costs power is section 318(4).

[35] The disciplinary action is to be recorded on the public register as required by the Act. Having considered Ms Song's submissions, the Board directs that this decision be published in the ordinary manner, naming Ms Song. No additional notification is directed under section 318(5).

## Final decision and orders

[36] The Board upholds section 317(1)(b) for negligent supervision and section 317(1)(g) for breach of clause 13(2). It makes no finding of incompetence and does not uphold the notified clauses 10, 15 and 20 allegations. These substantive findings replace those in the decision dated 24 June 2026.

[37] The Board orders Ms Song to pay a fine of $2,000 under section 318(1)(f) of the Building Act 2004 and costs of $1,100, including GST, under section 318(4). This decision is to be published in the ordinary manner, naming Ms Song.

[38] These orders are final and replace the proposed consequences in the decision dated 24 June 2026, which has been set aside. Any fine or costs already paid towards that decision must be credited against these orders. There is to be no duplicate recovery.

## Right of appeal

[39] Ms Song may appeal this decision to the District Court under section 330(2)(b) of the Building Act 2004. Under section 331, an appeal must be lodged within 20 working days after notice of this decision is communicated to her, or within any further time the Court allows on an application made before or after that period expires.

Signed and dated this 16th day of November 2026.



**G Pearson**
Member