

WITNESS EXPERT REPORT (VCAT)

1234 Main St. Melbourne VIC 3000

Buyer Name
16/10/2021 9:00AM



Inspector
Maison Azdari
Registered Building Practitioner & Pest Inspector
1300 471 805
booking@ownerinspections.com.au



Agent
Agent Name
555-555-5555
agent@spectora.com

TABLE OF CONTENTS

1: Cover Page	
2: Inspector's Details	12
3: Inspection Summary	13
4: + Inspection Details	15
5: + Utilities	16
6: + Roof Cladding (External)	22
7: + Roof Drainage System	23
8: + House External	33
9: + External Wall/Cladding	34
10: + House Internal	37
11: + Bathrooms/Ensuites/Toilets	40
	73

Inspection Agreement

1. This is an Agreement between you, the undersigned Client and us, Owner Inspections, pertaining to our inspection of the Property.
2. If there is more than one Client, you are signing on behalf of all of you, and you represent that you are authorised to do so.
3. 'Owner Inspections' Report carries out in accordance with the guidelines of Australian Standard 4349.1 2007 (Standard) which covers the minimum requirements for the Visual Inspection of residential buildings. The purpose of the Inspection is to provide a visual Inspection and provide in-writing advice only to the prospective purchaser/owner regarding the condition of the property at the date and time of Inspection.
4. The Report is NOT a certificate of compliance that the property complies with the requirements of any Act, regulation, ordinance, local law or by-law, local council or other authorities, or as a warranty or an insurance policy against problems developing with the building in the future.
5. The Report is based on the condition of the inspected property at the date and time of Inspection. While the Inspection and Report conducted and prepared with the possible care, still some access limitation and safety hazards can limit the Inspector's ability to detect all defects. These limits and safety items are defined in the standards.
6. The Report assumes that the existing use of the building will continue. If the vendor/owner wishes to change the use of the property, a permit to be acquired from the local authorities.
7. This Report does not include the identification of unauthorised building work or work not compliant with building/council regulations. The Report does not include identification of the municipality regulations and requirements as well as identification of design defects for the construction. According to the Standards, the estimate of the costs of the rectifications is not required in this Report.
8. The construction stage Inspection Report is prepared based on the opinion and assessment of the Inspector at the date and time of the Inspection on the general condition of the inspected property. The Report will not guarantee to include all defects. The Report reflects the quality of workmanship only and will not diminish the responsibility of the builder. The building company has and will have the full responsibility of the build as specified in the law and regulations. This Inspection Report is to Client as a piece of advice and is not a mandatory stage Inspection specified in the Acts and Regulations and building permit.
9. We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property located. If we hold a valid occupational license, we may inform you of this, and you may hire us to perform additional functions. Any agreement for such additional services shall be in a separate writing.
10. Checking Legal matters, building contract, design, easements, local council restrictions and requirements, crossovers, title, boundaries, connections, building envelope, planning and building permits, setbacks and zonings are out of this Inspection and Report scope of work.
11. The Report will not include defects that may only be apparent in certain weather conditions or defects that have not yet appeared due to prolonged periods of wet or dry weather or other reasons.
12. An inspector shall only inspect areas where safe and unobstructed access provided. Reasonable access is defined in AS4349.1-2007 and this Agreement. Reasonable access does not include removing stored material/goods, nails, screws, cutting or making access hole, and moving furniture.
13. We will not test for the presence of radon, a harmful gas, mould, presence of asbestos, soil contamination, or other environmental hazards or violations.
14. The Report does not identify the presence of pests, or any damage caused by pests (e.g. termites, borers, etc.) unless the Client added to the requested service.

15. The Inspection is not intended to include rigorous assessment of all building elements in a property. Any maintenance and general advice items are a helpful guide only. The Report does not necessarily include all maintenance items.

16. If you request a re-Inspection, the re-Inspection is subject to the terms of this Agreement and re-Inspection fee.

17. The Report will be based on the Inspector's assessment on major defects and safety hazards evident and visually visible on the date and time of the Inspection. The Report will also provide a general assessment of the property and collectively comment on minor defects which would form a regular part of property maintenance.

18. Limitation on Liability and Damages: We are not liable for any cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, our liability is limited to liquidated damages in an amount not greater than 1.5 times the fee you paid us. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. You acknowledge that these liquidated damages are not a penalty, but that we intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the Inspection for the agreed-upon fee. If you wish to eliminate this liquidated damage provision, we are willing to perform the Inspection for an additional fee of \$2,000 payable in advance upon your request.

19. Our Inspection and Report are for your use only. You give us permission to discuss our observations with real estate agents, owners, builders, or other interested parties. You will be the sole owner of the Report and all rights to it. We are not responsible for the use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. You are not allowed to send/show our Report and/or a quotation to our market competitors. If Owner Inspections realise that our competitor has/saw our Report belonging to you and your property, we have the right to take legal action to retrieve damages. If you or any person acting on your behalf provide the Report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our Inspection and Report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.

20. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in Australia, where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorneys' fees incurred in defending that claim.

21. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire Agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorised officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorised officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after one year from the date of the Inspection.

22. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us because of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified legal advice before accepting this Agreement.

23. You may not assign this Agreement.

24. BY BOOKING THE INSPECTIONS, YOU CONFIRM THAT YOU HAVE CAREFULLY READ THIS AGREEMENT. YOU AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

Conditions of Inspection

An Inspection Report may be conditional on Prevailing weather conditions or recent occupancy and use of services that might affect observations; Information provided by the Client or the agents of the Client; Deliberate concealment of defects; Any other relevant factor limiting the Inspection.

Inspection Records

The Inspector shall record the following information prior to, or during the course of, the Inspection: Identity of the Inspector undertaking the Inspection; Identity of the Client; The address of the property inspected; Date of Inspection; Weather conditions at the time of the Inspection; Limitations of Inspection with respect to the accessible area; Observation of defects.

Areas for Inspection

The Client shall arrange right of entry, facilitate physical access to the property and supply necessary information to enable the Inspector to undertake the Inspection and prepare a report. The Inspector is not responsible for arranging access to property or parts of the property. Areas where reasonable entry is denied to the Inspector, or where reasonable access is not available, are excluded and do not form part of, the Inspection.

The Inspector shall inspect accessible parts of the building and appurtenances, together with the relevant feature of the property within 30 m of the building and within the boundaries of the site, or as otherwise agreed in the Inspection Agreement. In this context, relevant features include car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth embankments, surface water drainage and stormwater run-off.

The following areas shall be inspected where applicable: The interior of the building; The roof space; The exterior of the building; The sub-floor space; The roof exterior; The property within 30 m of the building subject to Inspection.

Significant items to be reported are as follows:

- (a) Major defects.
- (b) A general impression regarding the extent of minor defects, for example, significantly deteriorating exterior paint.
- (c) Any major defect that is an urgent and serious safety hazard, for example, unsafe balustrades or imminent collapse of a structural member.

Items to be inspected where applicable:

Interior: Ceilings, Walls, Timber floors, Concrete floors, Timber or steel frames and structure, Timber windows, Metal/Aluminium framed windows, Doors and Frames, Kitchen: Benchtop, Cupboards, Sink/Taps, Tiles, Bathroom/WC/Ensuite: Cistern and pan, Bidet, Taps, Tiles, Bath, Shower, Vanity, Basins, Ventilation, Mirror; Laundry: Taps, Tubs/Cabinet, Tiles, Ventilation; stairs: Stringer, Handrail/Balusters, Treads and risers.

Exterior: Walls, Timber or steel frames and structure, Stairs, Balconies, Verandas, patios, decks, suspended concrete floors, balustrades, Roof, Skylight, Valleys, Guttering, Downpipes, Eaves, Fascia and barges.

Roof Space: Roof covering, Roof framing, Sarking, Party walls, Insulation.

Subfloor Space: Timber Floor, Suspended concrete floors.

The site: Car accommodation, detached laundry, ablution facilities and garden sheds, Retaining walls, Paths and driveways, Steps, Fencing, Surface-water.

Exclusion of items from Inspection:

Footings below ground.

The operation of fireplaces, solid fuel heaters, chimneys and flues.

Electrical appliances including dishwashers, incinerators, ovens, ducted vacuum Systems, Alarm and Intercom systems, air-conditioning.

Swimming pools and associated filtration and similar equipment.

Concealed damp-proof course, plumbing, gas fitting and fixtures.

Concealed tie-downs and bracing, framing-timbers or any areas concealed by wall linings/sidings.
Health hazards (e.g., allergies, soil toxicity, lead content, radon, presence of asbestos or urea-

formaldehyde).

Soil conditions, control joints.

Sustainable development provisions, Environmental matters (e.g., BASIX, water tanks, NCC Environmental Provisions), Energy and lighting efficiency, Landscaping.

Rubbish, Stored items, furniture and accessories.

Safe and reasonable access

The extent of accessible areas shall be determined by the Inspector at the time of Inspection,

based on the conditions encountered at the time of Inspection. The Inspector shall also determine whether sufficient space is available to allow safe access. The Inspection shall include only accessible areas and areas that are within the Inspector's line of sight and close enough to enable reasonable appraisal. Reasonable access shall be determined as below:

Roof interior: minimum 400mm x 500mm access hole, 600mm x 600mm crawl space, accessible from a 3.6m ladder.

Roof exterior: Accessible from a 3.6m ladder placed on the ground.

Sub Floor Area: 400mm x 500mm access hole; 400mm x 500mm crawl space. Reasonable access does not include the cutting of access holes or the removal of screws and bolts or any other fastenings or sealants to access covers.

Subfloor areas sprayed with chemicals are not to be inspected unless it is safe to do so. Areas, where reasonable entry is denied to the Inspector or where reasonable access is not available, are excluded from and do not form part of the Inspection.

Access Limitation:

The Inspector will conduct a non-invasive visual Inspection which will be limited to those accessible areas and sections of the property to which Safe and Reasonable Access is both available and permitted on the date and time of the Inspection. Areas where reasonable entry is denied to the Inspector, or where safe and reasonable access is not available, are excluded from and do not form part of, the Inspection. Those areas may be the subject of an additional Inspection upon request following the provision of reasonable entry and access.

The Inspection excludes the inside of walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, and other areas that are concealed or obstructed. The Inspector will not dig, gouge, force or perform any other invasive procedures.

Examples of access limitations:

The legal right of entry, locked doors/windows, security systems, pets, furniture or other Obstructions, Height, narrow boundary clearances, thick vegetation, small roof or crawl space, adverse weather conditions.

The Report shall identify any area or item within the scope of the Inspection that was not inspected and the factor that prevented Inspection.

Acceptance criteria:

The building shall be compared with a building that was constructed in accordance with the generally accepted practice at the time of construction and which has been maintained such that there has been no significant loss of strength and serviceability.

Definitions

Access hole (cover): An opening in flooring or ceiling or other parts of a structure (such as service hatch, removable panel) to allow for entry to carry out an Inspection, maintenance or repair.

Accessible area: An area of the site where sufficient, safe and reasonable access is available to allow Inspection within the scope of the Inspection.

Building element: Portion of a building that, by itself or in combination with other such parts, fulfils a characteristic function.

Client: The person or other entity for whom the Inspection is being carried out.

Defect: Fault or deviation from the intended condition of a material, assembly, or component.

Inspection: Close and careful scrutiny of a building carried out without dismantling, in order to arrive at a reliable conclusion as to the condition of the building.

Inspector: Person who is responsible for carrying out the Inspection.

Limitation: Any factor that prevents full or proper Inspection of the building.

Major defect: A defect of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property.

Defect: Fault or deviation from the intended condition of a material, assembly, or component.

Minor defect: A defect other than a major defect.

Serviceability defect: Fault or deviation from the intended serviceability performance of a building element.

Structural defect: Fault or deviation from the intended structural performance of a building element.

Structural element: Physically distinguishable part of a structure; for example, wall, columns, beam, connection.

Subfloor space: Space between the underside of a suspended floor and the ground.

Roof space: Space between the roof covering and the ceiling immediately below the roof covering.

Site: Allotment of land on which a building stands or is to be erected.

Type of Defects:

A - Damage: The fabric of the element has ruptured or is otherwise broken.

B - Distortion, Warping, Twisting: An element or elements has been distorted or moved from the intended location.

C - Water penetration, Damp related: Moisture is present in unintended or unexpected locations.

D - Material deterioration (rusting, rotting, corrosion, decay): An element or component is subject to deterioration of material or materials.

E - Operational: An element or component does not operate as intended.

F - Installations (including omissions): The element or component is subject to improper or ineffective installation, inappropriate use, or missing components.

Expert reports play a significant role in many building and construction disputes. The manner in which a report is prepared and the content of the report itself must be given careful consideration before being finalized. Experts should consider what is unnecessary or potentially detrimental in preparing a report.

There are 3 key areas where experts must pay particular consideration:

1. The inadvertent disclosure of privileged documents;
2. The preparation of working notes and drafts; and
3. Providing opinion outside the scope of their expertise or instructions.

Rule 212 of the Uniform Civil Procedure Rules, which govern civil proceedings in all courts in Queensland, specifically requires the disclosure of expert reports. This effectively puts into force the Supreme Court decision in *Interchase Corp Ltd (in liq) v Grosvenor Hill (Qld) Pty Ltd (no. 1)* ("Interchase").

The decision in *Interchase* is binding not only on the Courts but probably also on Tribunals and other quasi-judicial hearings so that regardless of the forum, an expert report will be discoverable to the other side. However, the requirement to disclose an expert report does not in itself waive the general principle of legal professional privilege and accordingly the two must be balanced.

Legal professional privilege in simple terms applies to communications between the expert and another party, (not necessarily a solicitor)

Providing an opinion outside the scope of expertise

An expert in providing a report owes a paramount duty to the court or tribunal to provide an unbiased and balanced opinion.

Experts should restrict their opinion to issues on which they are specifically instructed and for which they have expertise. In particular experts should refrain from giving opinion on liability or legal issues.

It must be remembered that it is the responsibility of the court or tribunal to decide issues of liability and law. Liability concerns the application of legal principles (most often under tort or contract) to the evidence before the court or tribunal.

Whilst it is appropriate for experts to report on what they observe, causative elements, whether or not that work complies with applicable standards, codes, legislation or good practice and whose responsibility it would normally be for such work, the determination of who is ultimately liable is not for the expert to say. An expert can probably attribute or apportion fault but not make a decision on whether someone has been negligent.

A common example would be a report on a footing failure. An expert will be able to comment on the nature and extent of the fault, the likely cause of the problem and even who would normally be responsible for ensuring that such problems did not occur but the liability for the fault will be dependent on numerous facts (often outside the knowledge of the expert) and may involve contractual issues and various parties such as the builder, proprietor, engineer, surveyor or architect. A determination of who is liable and in what proportion can only be made by the judge once all of the evidence has been heard.

SERVICES:

Electrical Installation: All electrical wiring, meter-box and appliances need to be checked by a qualified electrician. The checking of any electrical item is outside the scope of this report. It's recommended that a licensed electrician be consulted for further advice.

Plumbing: All plumbing needs to be inspected and reported on by a plumber. It's recommended that a licensed plumber be consulted for further advice.

Hot Water Service: All hot water services need to be inspected and reported on by a plumber and/or electrician. It's recommended that a licensed plumber and/or electrician be consulted for further advice.

Gas: All gas services need to be inspected and reported on by a gas plumber. It's recommended that a licensed gas plumber be consulted for further advice.

Phone: All phones, phone lines and outlets need to be inspected and reported on by a telecommunications technician. It's recommended that a telecommunications technician be consulted for further advice.

Smoke Detectors: Australian Standard AS 3786 - Advises that Smoke detectors are required for all buildings where people sleep. It is recommended that an electrician be consulted to give advice on those installed or install these detectors.

ESTIMATING DISCLAIMER: Any estimates provided in this report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the inspector, and are not estimates in the sense of being a calculation of the likely costs to be incurred. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, the standard of work carried out, and what a contractor is prepared to do the work for. It is recommended in ALL instances that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this report.

CONTACT THE INSPECTOR

Please feel free to contact the inspector who carried out this inspection. Often it is very difficult to fully explain situations, problems, access difficulties, building faults or their importance in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this report then you should immediately contact the inspector and have the matter explained to you. If you have any questions at all or require any clarification, then contact the inspector prior to acting on this report.

applicable to the area of the Inspection.

SUMMARY



GENERAL ADVICE



DEFECTS

MAJOR STRUCTURAL
DEFECTS/SAFETY HAZARDS

-  1.2.1 Cover Page - Cost Estimate: Cost Estimate
-  2.1.1 Inspector's Details - Expert: Maison Azdari: Reference to any personal or professional relationship between the expert witness and the
-  2.1.2 Inspector's Details - Expert: Maison Azdari: The Scope of the report
-  3.1.1 Inspection Summary - Inspection Summary: Overall Condition - Below Average
-  3.1.2 Inspection Summary - Inspection Summary: Reference to any opinions that haven't been well researched and why they haven't been
-  3.1.3 Inspection Summary - Inspection Summary: Inspector's declaration and Signature
-  3.1.4 Inspection Summary - Inspection Summary: Legal Advice
-  4.2.1 + Inspection Details - + General Views of the house: + General views of the house
-  6.1.1 + Roof Cladding (External) - + Roof Cladding (Metal sheet Roofing): + Damaged, Scratched or dented
-  6.2.1 + Roof Cladding (External) - + Parapet Walls Capping: + Fixed to the frame from TOP!
-  6.2.2 + Roof Cladding (External) - + Parapet Walls Capping: + Side fixing intervals > 500mm
-  6.2.3 + Roof Cladding (External) - + Parapet Walls Capping: + Water ponding noted
-  6.2.4 + Roof Cladding (External) - + Parapet Walls Capping: + Insufficient or negative slope
-  6.2.5 + Roof Cladding (External) - + Parapet Walls Capping: + Sealant required to the joints
-  6.3.1 + Roof Cladding (External) - + Flashing and capping: + Improper installation
-  6.3.2 + Roof Cladding (External) - + Flashing and capping: Excessive gap
-  7.1.1 + Roof Drainage System - + Gutter and Fascia: + Water Ponding / Wrong Sloping
-  8.1.1 + House External - + Fence / Gate: Front yard area reduced
-  8.2.1 + House External - + Eaves: + Caulking/Filling required
-  9.1.1 + External Wall/Cladding - + Cement Sheet: Damage to cement sheet cladding
-  9.2.1 + External Wall/Cladding - + Joints/Infills/Caulking: + Door/Window joints with claddings require caulking
-  10.1.1 + House Internal - + General Painting Defects: + General painting defects throughout the dwelling
-  10.1.2 + House Internal - + General Painting Defects: + Doors top/bottom not painted
-  10.1.3 + House Internal - + General Painting Defects: Retreat arear ceiling paint damage
-  10.2.1 + House Internal - + General Cracks: + General Cracks to walls/ceiling/skirtings/architraves
-  10.3.1 + House Internal - + Ceiling/Wall plaster: Garage Ceiling Not Level
-  10.3.2 + House Internal - + Ceiling/Wall plaster: Water damage, ceiling drop and mould in bedroom 2
-  10.3.3 + House Internal - + Ceiling/Wall plaster: + Walls Joints are not Straight
-  10.3.4 + House Internal - + Ceiling/Wall plaster: Water stain noted
-  10.3.5 + House Internal - + Ceiling/Wall plaster: Poor plastering
-  10.4.1 + House Internal - + Windows: Mould noted
-  10.5.1 + House Internal - + Flooring - Timber: + Squeaking/Springy Floors
-  10.6.1 + House Internal - Water Leak/Damage: Moisture noted in Bedroom 2

- ⚠ 10.6.2 + House Internal - Water Leak/Damage: Moisture noted in the Stairs area
- ⚠ 10.6.3 + House Internal - Water Leak/Damage: Moisture noted in Retreat area
- ⚠ 10.6.4 + House Internal - Water Leak/Damage: Moisture noted in Dinning Room
- ⚠ 10.6.5 + House Internal - Water Leak/Damage: Moisture noted under the stairs space
- ⚠ 10.6.6 + House Internal - Water Leak/Damage: Moisture noted in Garage front (Carport) ceiling
- ⚠ 10.6.7 + House Internal - Water Leak/Damage: Moisture noted in the eaves
- ⚠ 10.6.8 + House Internal - Water Leak/Damage: Moisture/Leak noted in the denning room ceiling
- ⚠ 11.1.1 + Bathrooms/Ensuites/Toilets - + Shower: Water leaking from shower

1: COVER PAGE

		F	G	D	M	U	N
1.1	Cover Page		X				
1.2	Cost Estimate						

F = Visually Fine G = General Advice D = Defect M = Major Defect U = Unable to Inspect N = Not Applicable

Information

Cover Page: The VCAT reference number

To be provided by client

Cover Page: Date of the inspection(s)

03/08/2021

Cover Page: Date of the report

08/08/2021

Cover Page: The address of the property

1/79 Clow street, Dandenong, VIC 3175

Cover Page: The name of the person the report has been prepared for

Maurizolini Suntah

Cost Estimate: An expert should include reasons and the likely costs involved if they recommend to fix, demolish or alter a building in any way. The expert should state whether there are any other reasonable alternatives to complete or fix the building.

Observations

1.2.1 Cost Estimate

COST ESTIMATE

General Advice

2: INSPECTOR'S DETAILS

		F	G	D	M	U	N
2.1	Expert: Maison Azdari		X				

F = Visually Fine G = General Advice D = Defect M = Major Defect U = Unable to Inspect N = Not Applicable

Information

Expert: Maison Azdari: Expert's: Maison Azdari

Expert's Name: Maison Azdari

Address: Level 14, 380 St Kilda Rd, Melbourne, VIC 3000

Email: maison.a@ownerinspections.com.au

Mobile: 0456 111 000

- Has the expert (Maison Azdari has read the 'Practice Note - Expert evidence (PNVCAT2)? **YES**

Expert: Maison Azdari: Inspector's Qualifications

University Degree - Bachelor of Civil Engineering, 2001 - 2006

Recognised as a Professional Civil Engineer by ENGINEERS AUSTRALIA, 2009

CPCCWHS3001 - Identify Construction Work Hazard and Select Risk Control Strategies, 2019

CPCCBC4026A - Arrange building applications and approvals, 2019

Cert IV in Building and Constructions (Estimating), 2012

Cert IV in Building and Constructions (Building), 2013

Diploma of Building and Constructions (Building), 2013-2014

VIC: Registered Builder - (Unlimited) Victorian Building Authority (VBA) - Registration number: **DBU-41642**

NSW: Registered Builder - (Contractor) NSW Fair Trading - Registration number: **366172C**

QLD: Registered Builder - (Open), Queensland Building & Construction Commission (QBCC) - Registration number: **15151453**

Completed Termite & Timber Pest Management Course Including:

* CPPUPM3008 - Inspect for and report on timber pests, 2020-2021

* CPPPUM3010 - Control timber pests, 2020-2021

Welding Process and Inspection for Steel Structures certificate, 2009

Industrial Parts Welding Inspection Visual Testing Certificate (VT), 2010

Completed Part of "Bachelor of Law" in Victoria University, including the below units:

* Australian Legal System in Context

* Legal Research Method

* Criminal Law

Expert: Maison Azdari: Inspector's Experience

Over 17 years experience in Design, Managing/Supervising/Inspecting various buildings and construction projects, including:

Designing Various Buildings overseas, 2006-2011

Supervision of various civil and commercial projects: Schools, Roads, Bridges, Apartments, Houses, 2004-2011

Supervision of various residential projects, 2011-2014

Project Cost Estimating, over 500 residential projects, 2014-2015

Building Various Residential Projects (Luxury, mid-range, townhouses), 2015-2019

Professional Building (residential and commercial) Inspections, 2006 - Present

Broad knowledge of National Construction Codes (NCC), AS/NZ Standards, Building Acts and Regulations

OVER 500 BUILDING INSPECTIONS UNDERTAKEN ACROSS VICTORIA

Expert: Maison Azdari: Statement that explains why the expert is qualified to make the report

I have completed hundreds of building inspection reports along with building many houses, townhouses and apartments since 2006 when I graduated from the university as a civil engineer and then getting my builder licence in 2014. Combining my knowledge and experience in design, supervising and actual building, support me in providing accurate and honest reports in building processes and defects. I have gone through the Acts, Regulations and Standards and have a broad knowledge of the latest updates of building standards, Acts and regulations.

Observations

2.1.1 Expert: Maison Azdari

REFERENCE TO ANY PERSONAL OR PROFESSIONAL RELATIONSHIP BETWEEN THE EXPERT WITNESS AND THE



The expert has NO personal or professional relationship with the party who paid for the report

2.1.2 Expert: Maison Azdari

THE SCOPE OF THE REPORT



The scope of this report is to identify and report the building defects and damages against the Australian Standards (AS), National Construction Codes (NCC), Building Acts and Regulations, and any other relevant authority documents and support the property owner in VCAT.

3: INSPECTION SUMMARY

		F	G	D	M	U	N
3.1	Inspection Summary				X		

F = Visually Fine G = General Advice D = Defect M = Major Defect U = Unable to Inspect N = Not Applicable

Observations

3.1.1 Inspection Summary

 Major Structural Defects/Safety Hazards

OVERALL CONDITION - BELOW AVERAGE

The overall condition of this Residential Dwelling in the context of its age, type and general expectations of similar properties is **Below Average**. The Building and its parts show some significant defects and/or very poor non- tradesman like workmanship and/or long term neglect and/or defects requiring major repairs or reconstruction of major building elements.

Poor quality of roof plumbing, caulking and water tightening has caused water/moisture leaks to several areas and moulds are growing inside the house.

Please Note: This is a general appraisal only and cannot be relied on its own – read the report in its entirety. This Summary is supplied to allow a quick and superficial overview of the inspection results. This Summary is NOT the Report and cannot be relied upon on its own. This Summary must be read in conjunction with the full report and not in isolation from the report. If there should happen to be any discrepancy between anything in the Report and anything in this Summary, the information in the Report shall override that in this Summary.

3.1.2 Inspection Summary

 General Advice

REFERENCE TO ANY OPINIONS THAT HAVEN'T BEEN WELL RESEARCHED AND WHY THEY HAVEN'T BEEN

The crack in the stairs area. It needs a further investigation by an engineer. Please refer to the report for more details.

3.1.3 Inspection Summary

 General Advice

INSPECTOR'S DECLARATION AND SIGNATURE

I have made all the inquiries that I believe are desirable and appropriate and that no matters of significance which I regard as relevant have to my knowledge been withheld from the Tribunal.

Signature:

Maison AZDARA

3.1.4 Inspection Summary

 General Advice

LEGAL ADVICE

This report is a witness expert report and covers the technical sides of the building only. The expert can present in the hearing if required (Extra charge applies), however, for the legal side of the contract, specifications, payments, etc. we recommend you get legal advice.

Here is the link you may find free/low-cost legal advice:

<https://justiceconnect.org.au/our-services/domestic-building-legal-service/>

4: + INSPECTION DETAILS

		F	G	D	M	U	N
4.1	+ General		X				
4.2	+ General Views of the house		X				

F = Visually Fine G = General Advice D = Defect M = Major Defect U = Unable to Inspect N = Not Applicable

Information

+ General: In Attendance

Client

+ General: Bathrooms/Ensuites

2

+ General: Car Park

Double

+ General: Building Age

Almost 3 years old

+ General: Roof

Metal

+ General: Weather Conditions

Light Rain

+ General: Type Of Building

Attached, Residential

+ General: External Building Material

Brick Veneer

+ General: Flooring

Timber

+ General: Bedrooms

3

+ General: How Many Levels?

Double Storey

+ General: Piers

Brick

+ General: Windows

Aluminium

Limitations

+ General

REASONABLE ACCESS TO THE PROPERTY WAS RESTRICTED BY:

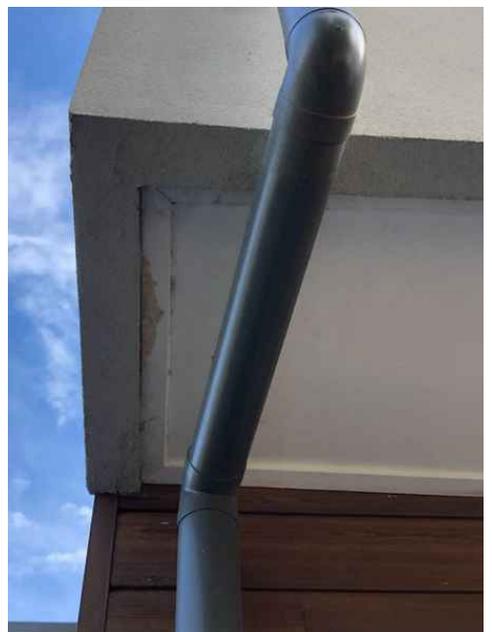
Boundry Walls Due to Being Built On Property Boundry, Roof Coverings, Brickwork

Observations

4.2.1 + General Views of the house

+ GENERAL VIEWS OF THE HOUSE

 General Advice











5: + UTILITIES

		F	G	D	M	U	N
5.1	+ Utilities Connection		X				

F = Visually Fine G = General Advice D = Defect M = Major Defect U = Unable to Inspect N = Not Applicable

Information

+ Utilities Connection: Gas
Connected, Not tested

+ Utilities Connection: Smoke Alarms
Installed, Not Installed, Smoke detectors to be tested by electrician and certificate to be provided to client.

+ Utilities Connection: ELECTRICITY
Connected, Not connected, Not tested

+ Utilities Connection: Main Water
Connected, Not tested

+ Utilities Connection: Sewer
Connected, Not tested

+ Utilities Connection: Stormwater system
Connected, Not tested

6: + ROOF CLADDING (EXTERNAL)

		F	G	D	M	U	N
6.1	+ Roof Cladding (Metal sheet Roofing)				X		
6.2	+ Parapet Walls Capping				X		
6.3	+ Flashing and capping			X			

F = Visually Fine G = General Advice D = Defect M = Major Defect U = Unable to Inspect N = Not Applicable

Observations

6.1.1 + Roof Cladding (Metal sheet Roofing)

+ DAMAGED, SCRATCHED OR DENTED

Metal roof/fascia/gutter has been damaged, scratched or dented in one or more areas.

The dents and the loss of the top layer of paint in the metal roof can compromise the life of your metal roof sheets and flashings. Notable dents can lead to early corrosion from dirt and water ponding in these cavities, fracturing of the paint which can create structural weak points

The manufacturer clarified the brick wash must be done prior to the installation of the fascia to prevent any damage. Also, it states the painting touchup is NOT recommended, therefore, the damaged fascia/gutter/roof to be replaced.

For more information, please check the manufacturer's website:

<http://www.steel.com.au/~media/Files/Build%20and%20Construction%20Technical%20Library/Technical%20Bulletin/TB2.ashx>
Phone: 1800 800 789

Overpainting and restoration of exterior BlueScope coated steel products

INTRODUCTION

NOTE: The advice provided in this Technical Bulletin is not applicable to SuperDura™ Stainless prepainted steel or COLORBOND® Metallic steel products. Please consult Steel Direct for advice on overpainting these products.

COLORBOND® prepainted steel is manufactured by BlueScope on a continuous coil paint coating line. This involves the application of high quality paint to a metallic coated steel substrate, which is then baked in a high temperature oven, to create a durable finish.

ZINCALUME® aluminium/zinc/magnesium alloy-coated steel (also manufactured by BlueScope) is supplied with a specially formulated clear resin on the surface to avoid fingerprint marks during installation. Zinc-coated steel is supplied in the passivated condition to protect against surface corrosion during storage. If required, COLORBOND® steel, ZINCALUME® steel and zinc-coated steel can be successfully overpainted. However, the following should be considered:

- Air drying paints have different weathering characteristics to COLORBOND® steel. This means that the high durability of the COLORBOND® steel finish is often not matched by air dried paints, including touch-up paint; and
- The overpainting of COLORBOND® steel, ZINCALUME® steel or zinc-coated steel will void any warranties issued by BlueScope.

- There is no texture match for COLORBOND® steel Matt and no colour match for COLORBOND® Metallic steel.

OVERPAINTING COLORBOND® STEEL, ZINCALUME® STEEL AND ZINC-COATED STEEL

- It is normal practice to ensure any surface to be painted is in a suitable condition for painting. The most appropriate preparation is dependent on the age and condition of the surface. Table 1 and 2 provide recommendations on surface preparations for COLORBOND® steel, ZINCALUME® steel and zinc-coated steel prior to overpainting.
- The most suitable paint type for overpainting BlueScope coated steel products is generally water-based acrylic. However, in more corrosive salt marine locations (refer to Technical Bulletin TB-35 Australian Salt Marine Classifications), it may be necessary to choose a paint system that has enhanced corrosion resistance (for example, inclusion of a zinc-rich primer).
- Due to ongoing improvements in paint technologies, at any one time there are numerous potentially suitable paint products available. It is therefore recommended that a reputable paint supplier be consulted to determine the most appropriate paint system for your particular application and environment.
- It is recommended that the paint supplier's safety guidelines are followed, especially

those regarding the wearing of appropriate personal protective equipment.

- Ensure conformance to local legislative requirements for "Working at Heights" and local water restrictions.
- It is recommended that paints from different suppliers are not mixed (for example, primer and topcoats).
- Note that not all post paint systems available are suitable for use in the collection of drinking water. Therefore, if a paint system is applied to a roof used for drinking water collection, ensure that it is recommended by the paint supplier for this purpose.
- Air drying paints have different weathering characteristics to oven cured prepainted products like COLORBOND® steel. Therefore, areas overpainted with air-drying paints to match adjacent COLORBOND® steel areas may weather at a different rate and vary in appearance over time.

REPAIR OF MINOR SCRATCHES AND BLEMISHES

BlueScope does not recommend the use of touch-up paint to repair damage or scratches to the painted surface. As explained above, air drying paints have different weathering characteristics to COLORBOND® steel, leading to variations in appearance over time where touch-up paint has been used. BlueScope has no recommended method for the removal of touch-up paint.

Technical Bulletin 2

January 2021. Revision 13.
This issue supersedes all previous issues.



Minor scratches (< 2mm in width and unnoticeable from ground level) should be left alone as the available metallic coating will protect against corrosion. If scratches are more noticeable on new material, it is the recommendation of BlueScope to replace the affected product.

Galling is generally only superficial damage caused by painted surfaces rubbing together as a result of vibration and inter-sheet movement during transport.
Treat as per minor scratches.

RELATED TECHNICAL BULLETINS
[Technical Bulletin TB-5](#)
 Swarf staining of steel profiles
[Technical Bulletin TB-35](#)
 Australian salt marine classifications
[Technical Bulletin-38](#)
 Effect of touch-up paint

Table 1: Recommended surface preparation for COLORBOND® steel

CONDITION	RECOMMENDED PREPARATION
Brand new (typically less than 1 year of weathering)	<p>Mechanical abrasion</p> <ol style="list-style-type: none"> Using a mop or a soft nylon bristle broom, wash the COLORBOND® steel surface with household detergent and water to remove all major loose particles that may damage the surface in subsequent procedures. Rinse thoroughly with fresh potable water and allow surface to dry. Slightly roughen the surface lightly with kitchen scourer pads (not steel wool) to provide a "key" to enhance adhesion of the selected paint finish by removing surface gloss. Take care not to remove the existing paint surface on bends. <u>Do not use</u> steel wool as an abrasive medium as it will generate swarf (small metallic particles), which will damage the material surface (refer to Technical Bulletin TB-5 Swarf staining of steel profiles). Using a mop or a soft nylon bristle broom, wash the COLORBOND® steel surface with household detergent and water. Rinse thoroughly with fresh potable water and allow surface to dry. Note: when overpainting COLORBOND® steel Matt, the surface finish will be altered via this surface preparation. It is recommended to prepare and apply paint in a test area first.
Aged (typically more than 1 year of weathering)	<p>Natural weathering– After 1-2 years of service COLORBOND® steel will typically have a uniformly weathered surface as indicated by a slight reduction in gloss appearance. A uniformly weathered surface should provide adequate adhesion of the selected paint finish. Using a mop or a soft nylon bristle broom, wash the COLORBOND® steel surface with household detergent and water. Rinse thoroughly with fresh potable water and allow surface to dry. Note: when overpainting aged COLORBOND® steel Matt, the surface finish will be altered via this surface preparation. It is recommended to prepare and apply paint in a test area first.</p>

Table 2: Recommended surface preparation for ZINCALUME® steel and zinc-coated steel

CONDITION	RECOMMENDED PREPARATION
Brand new or evenly weathered surface (usually well washed)	Using a mop or a soft nylon bristle broom, wash the surface with household detergent and water. Rinse thoroughly with fresh potable water and allow surface to dry.
Damaged areas (i.e. corrosion product evident)	Repair of damaged areas where base metal has been exposed and rust is apparent, can be undertaken by first removing all rust thoroughly with a stiff nylon bristle brush. (NOTE: Care should be taken to only remove corrosion products and not the metallic coating.) Sweep away all loose particles, then thinly apply a zinc rich etch primer from a reputable paint supplier.

NOTE: The condition of the surface will depend on a number of factors, in particular product age, orientation (i.e. north, south, east or west facing), environment, exposure and application.

OVERPAINTING THE SURFACE

Apply the selected paint finish to the clean prepared surface. Ensure manufacturer's instructions are followed, especially with regard to application and film thickness. It is recommended to check your colour choice when overpainting COLORBOND® steel Matt, as the surface preparation step may alter the micro-textured surface. NOTE: The overpainting of COLORBOND® steel, ZINCALUME® steel or zinc-coated steel will void any warranties issued by BlueScope. Should, for any reason, overpainting be undertaken on behalf of and under instruction from BlueScope, then a future warranty (if any) position will be as negotiated between the customer and BlueScope.



Garage Front



Garage Rear & Front



Garage Rear

6.2.1 + Parapet Walls Capping

+ FIXED TO THE FRAME FROM TOP!
 Major Structural Defects/Safety Hazards

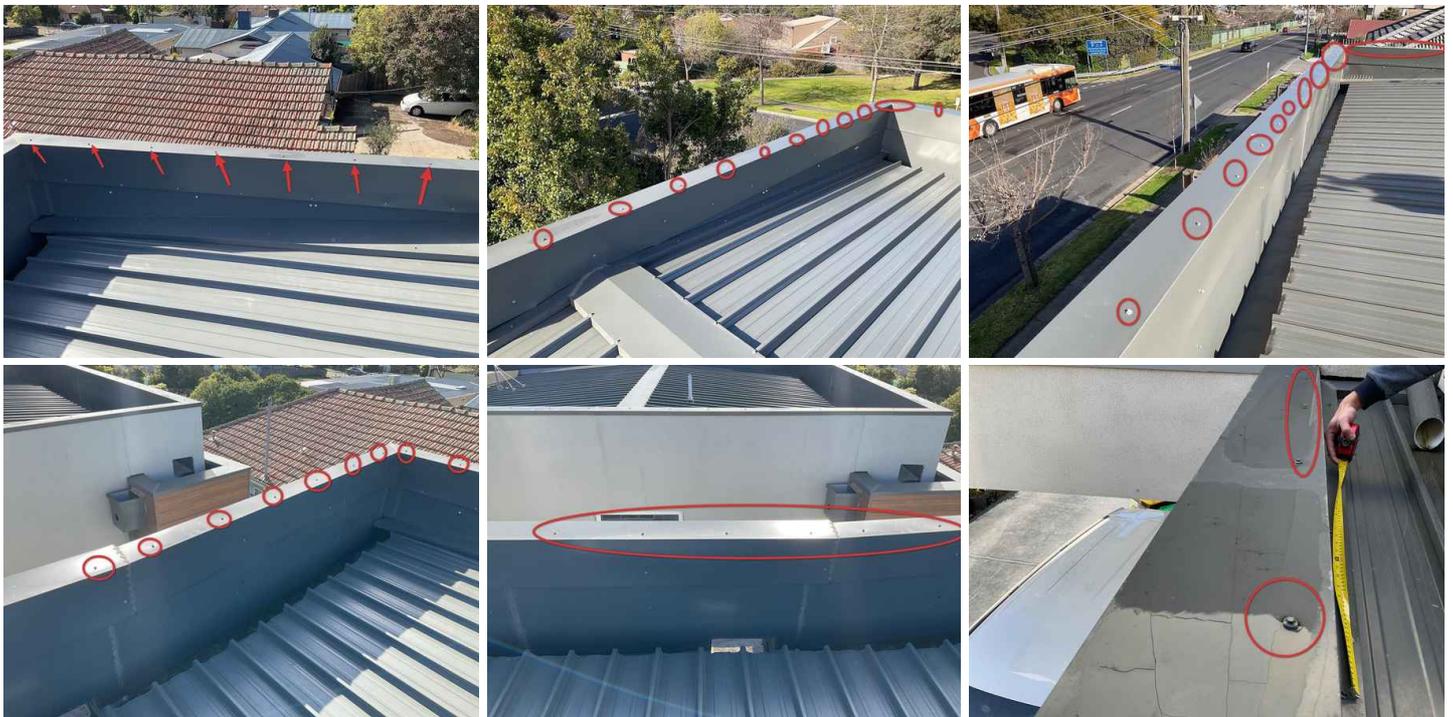
The cappings are fixed to the frame from above. The cappings must be fixed to the frame from the sides only (top joints excepted) to prevent water leak/damage.

3.5.4.8 Parapet cappings

Where a wall cladding is used to form a parapet wall, the cladding must be attached to a supporting frame and have a capping installed that complies with the following:

(a) Cappings must—

- (i) be purpose made, machine-folded sheet metal or equivalent sections of a material compatible with all up and downstream metal roof covering materials in accordance with 3.5.1.2(b); and
- (ii) extend not less than 50 mm down the sides of the parapet; and
- (iii) be separated from the supporting framing by a vapour permeable sarking installed in accordance with (f); and
- (iv) be fixed with either self drilling screws or rivets with rubber washers at intervals of not more than 500 mm that do not penetrate the top of cappings, except at joints and corners.



6.2.2 + Parapet Walls Capping

+ SIDE FIXING INTERVALS > 500MM
 Major Structural Defects/Safety Hazards

The parapet is not installed according to the regulations. Wall capping must be fixed to the frame with a minimum of 500m intervals.

Also, the banging noise at the time of wind disturbs residents from sleeping.

3.5.4.8 Parapet cappings

Where a wall cladding is used to form a parapet wall, the cladding must be attached to a supporting frame and have a capping installed that complies with the following:

(a) Cappings must—

- (i) be purpose made, machine-folded sheet metal or equivalent sections of a material compatible with all up and downstream metal roof covering materials in accordance with 3.5.1.2(b); and
- (ii) extend not less than 50 mm down the sides of the parapet; and
- (iii) be separated from the supporting framing by a vapour permeable sarking installed in accordance with (f); and
- (iv) be fixed with either self drilling screws or rivets with rubber washers at intervals of not more than 500 mm that do not penetrate the top of cappings, except at joints and corners.



6.2.3 + Parapet Walls Capping

+ WATER PONDING NOTED

 Major Structural Defects/Safety Hazards

Water ponding (or stains) noted on the cappings which can be due to improper sloping and/or fixing. The water ponding on the capping can cause capping corrosion in the long term. Also, water can leak from the fastener holes. Rectification required.

The boxed gutter is to be removed, the framing and preparation need to be adjusted with proper sloping and then installing the boxed gutter back.

National Construction Codes (NCC) - 3.5.4.8 Parapet capping:

(b) The top of the capping must slope a minimum of 5 degrees.



6.2.4 + Parapet Walls Capping

+ INSUFFICIENT OR NEGATIVE SLOPE

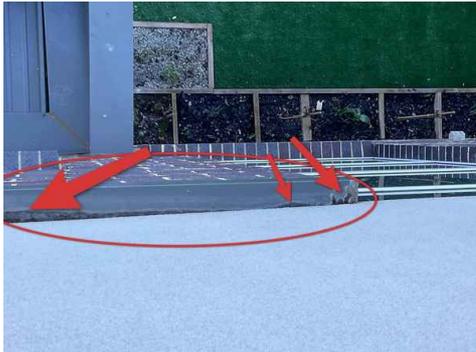
 Major Structural Defects/Safety Hazards

The slope on the top of the capping is negative or insufficient which can cause water damage/leakage.

The flashings in the southern side of the building where there is less sun and takes a long time for the water to be evaporated has already rotten and need replacement. The other sides also need replacement as the negative grading cause water to stop there and causing metal to rotten.

National Construction Codes (NCC) - 3.5.4.8 Parapet capping:

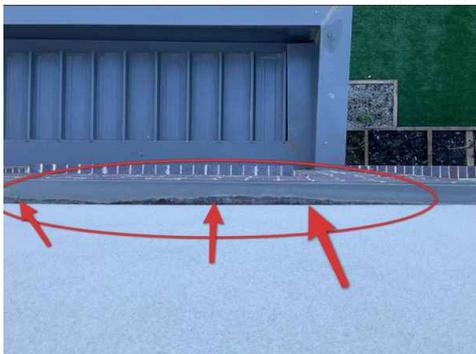
(b) The top of the capping must slope a minimum of 5 degrees.



Front



Front





6.2.5 + Parapet Walls Capping

+ SEALANT REQUIRED TO THE JOINTS

No sealant (or degraded sealant) noted in the capping joints.

National Construction Codes (NCC) - 3.5.4.8 Parapet cappings:

(c)(iii) Capping must have sealant installed between laps.



Right

6.3.1 + Flashing and capping

+ IMPROPER INSTALLATION

 Defects

Flashing/sealing installed improperly and needs adjustment.



6.3.2 + Flashing and capping

EXCESSIVE GAP

 Defects

The excessive gap is to be covered to prevent pests, birds and animals from entering the building and damaging walls and ceiling internal members.



7: + ROOF DRAINAGE SYSTEM

		F	G	D	M	U	N
7.1	+ Gutter and Fascia				X		
7.2	+ Rainheads	X					

F = Visually Fine G = General Advice D = Defect M = Major Defect U = Unable to Inspect N = Not Applicable

Observations

7.1.1 + Gutter and Fascia

+ WATER PONDING / WRONG SLOPING

⚠ Major Structural Defects/Safety Hazards

Water stays in one or more areas in gutters. the gutters must have the minimum fall as to be below regulation to avoid water ponding and gutter corrosion:

3.5.3.4 Installation of gutters

- (a) Gutters must be installed with a fall of not less than—
 - (i) 1:500 for eaves gutters, unless fixed to metal fascias; and
 - (ii) 1:100 for box gutters.



8: + HOUSE EXTERNAL

		F	G	D	M	U	N
8.1	+ Fence / Gate				X		
8.2	+ Eaves			X			

F = Visually Fine G = General Advice D = Defect M = Major Defect U = Unable to Inspect N = Not Applicable

Observations

8.1.1 + Fence / Gate

 Major Structural Defects/Safety Hazards

FRONT YARD AREA REDUCED

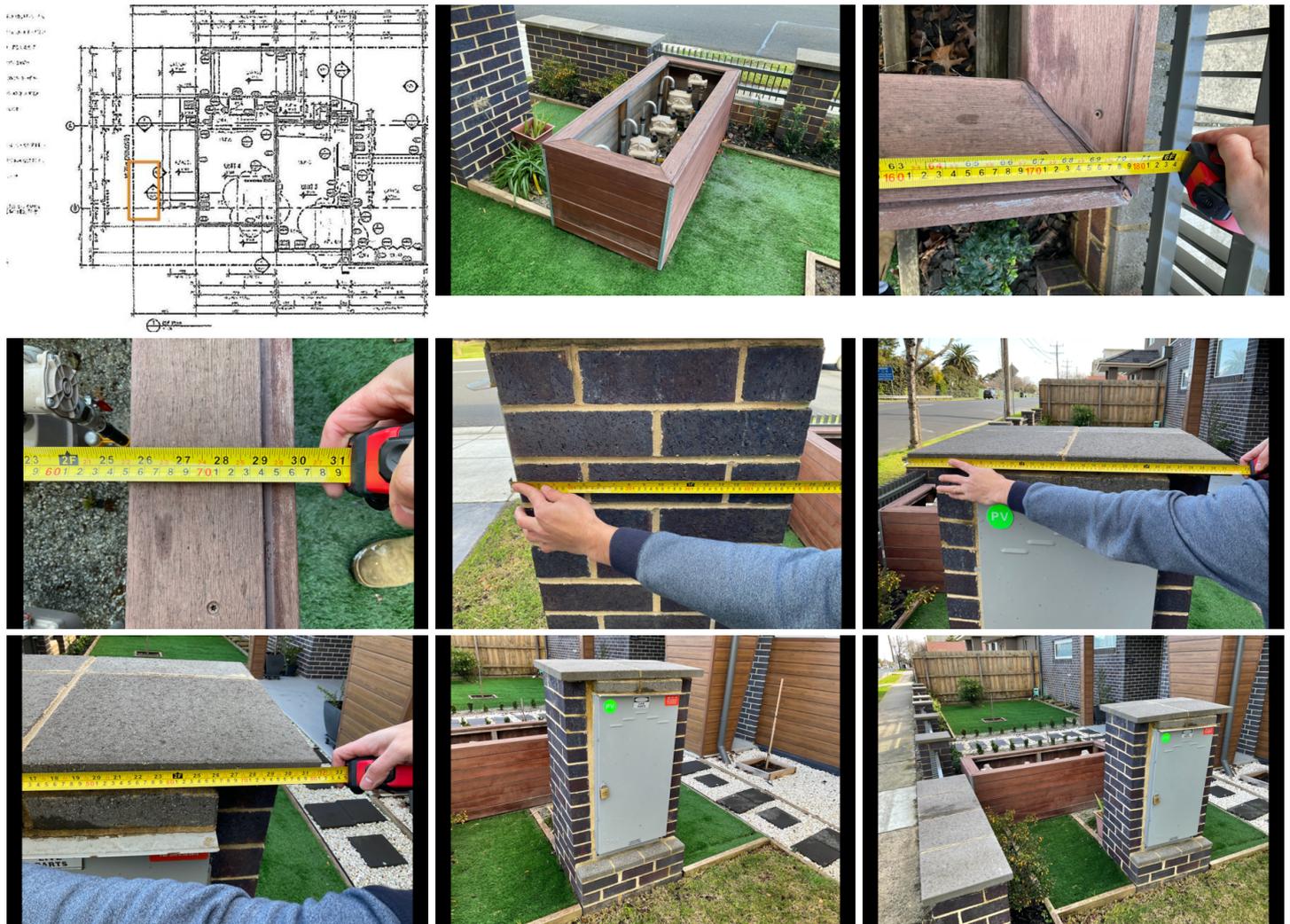
The front yard area is decreased by gas metres box and electrical meter box which was not shown on the plans signed by the client at the time of purchase off-the-plan property.

The decrease area: Gas metrebox: 1.368m² (1,800mm x 760mm)

The decrease Electrical Metrebox area: 0.384m² (480mmx800mm)

Total decrease area: 1.752 m²

The cost of the decrease area from the plan is out of the scope of this inspection and report and to be calculated by a property valuator and presented to the VCAT by a legal help.

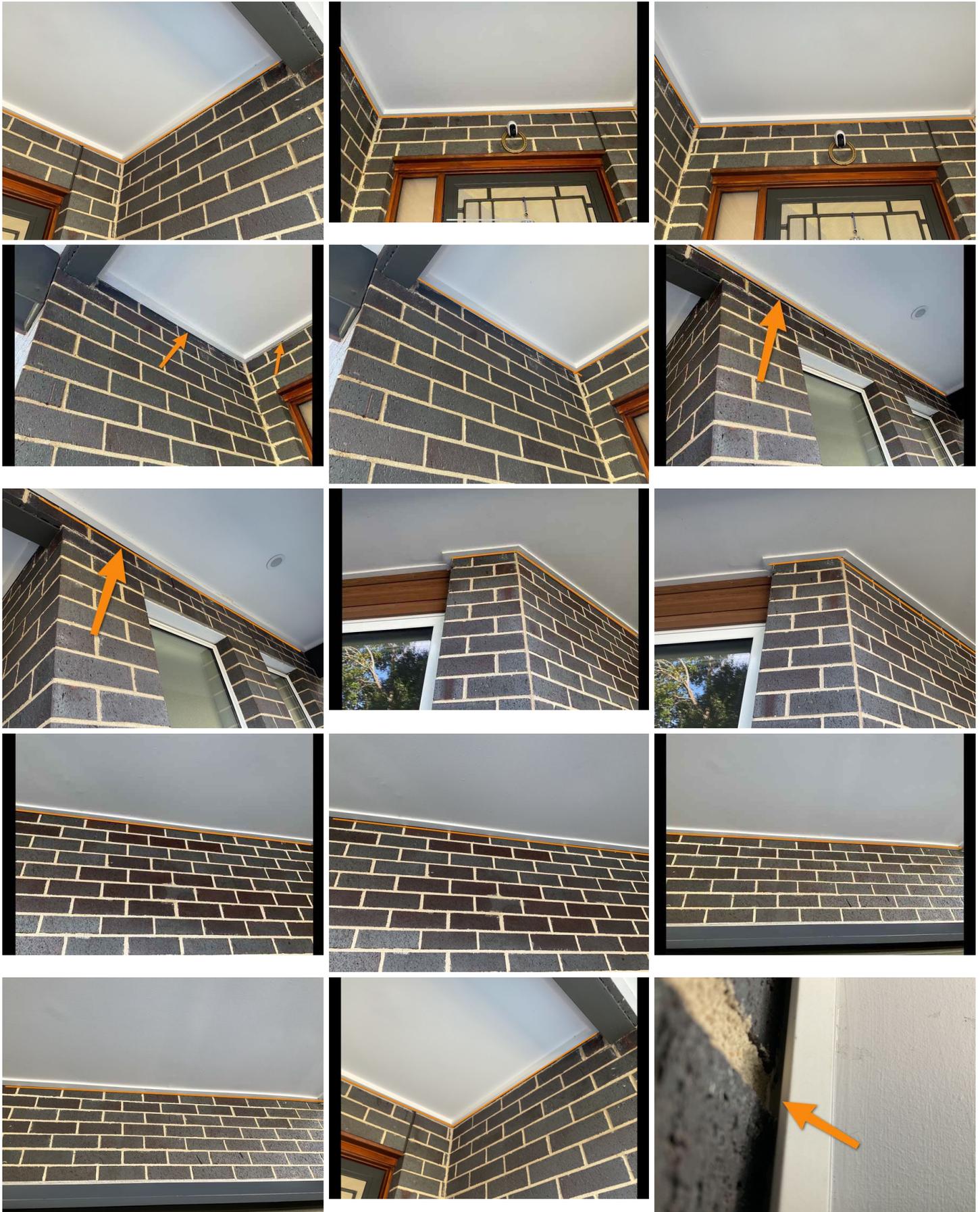


8.2.1 + Eaves

+ CAULKING/FILLING REQUIRED



One or more section(s) of eave require caulking or filling.



Garage

9: + EXTERNAL WALL/CLADDING

		F	G	D	M	U	N
9.1	+ Cement Sheet			X			
9.2	+ Joints/Infills/Caulking				X		

F = Visually Fine G = General Advice D = Defect M = Major Defect U = Unable to Inspect N = Not Applicable

Observations

9.1.1 + Cement Sheet

DAMAGE TO CEMENT SHEET CLADDING

The first-floor cement sheet cladding noted damage which can cause water to penetrate the cladding and degrading it over time.

The area is to be covered by a proper and durable glue/filler.



Over the Garage

9.2.1 + Joints/Infills/Caulking

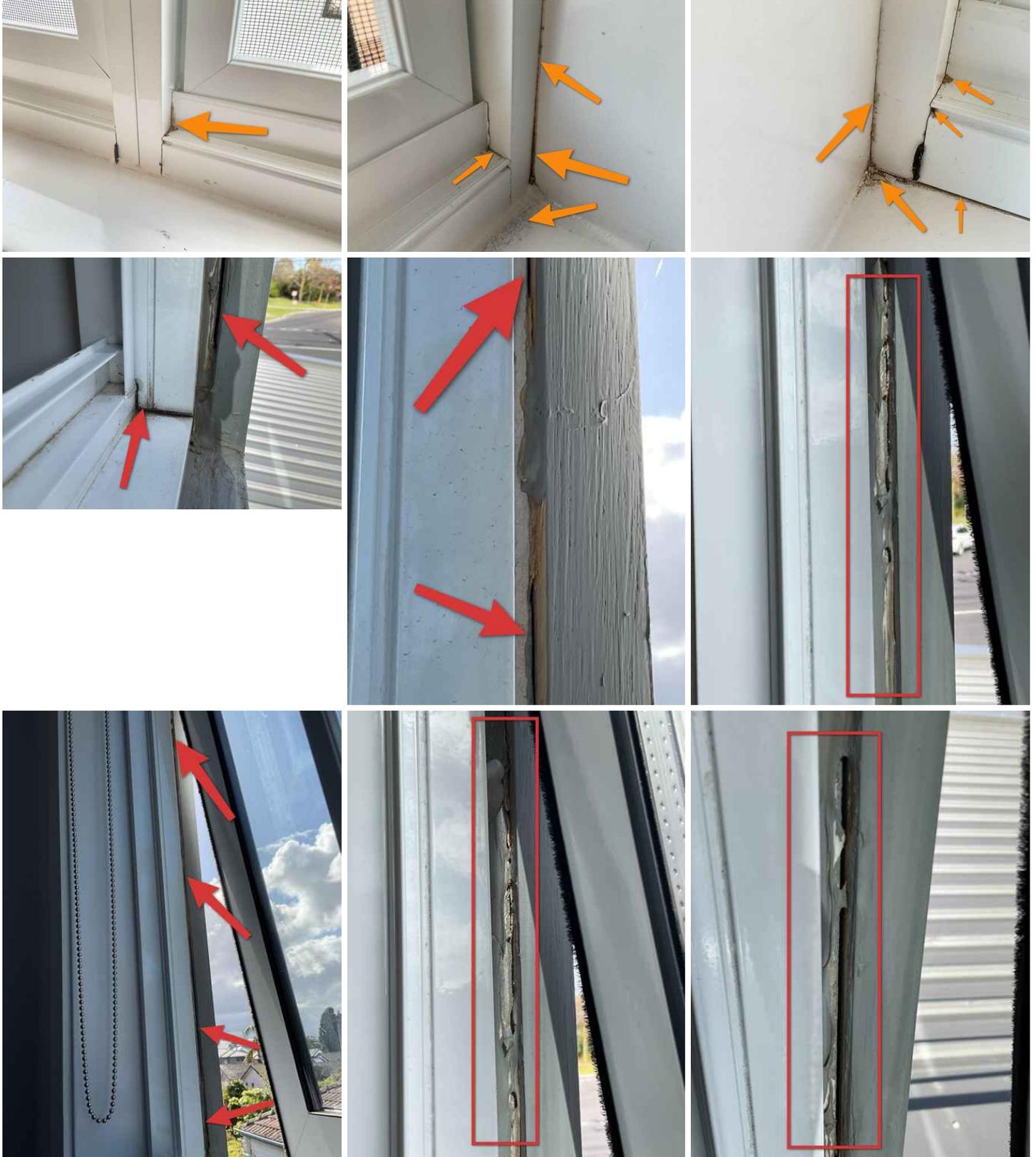
+ DOOR/WINDOW JOINTS WITH CLADDINGS REQUIRE CAULKING

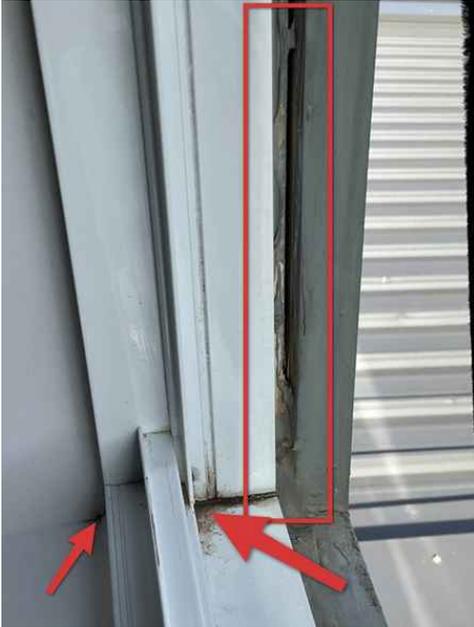
 Major Structural Defects/Safety Hazards

Doors and external windows joints with the external cladding left without caulking or with poor caulking which caused the moisture entering the building and moulds appearing on the surface.

All door/Window joints with claddings require proper caulking.

The moulds are to be removed for the residents' health and safety.





10: + HOUSE INTERNAL

		F	G	D	M	U	N
10.1	+ General Painting Defects			X			
10.2	+ General Cracks				X		
10.3	+ Ceiling/Wall plaster			X			
10.4	+ Windows				X		
10.5	+ Flooring - Timber			X			
10.6	Water Leak/Damage				X		

F = Visually Fine G = General Advice D = Defect M = Major Defect U = Unable to Inspect N = Not Applicable

Observations

10.1.1 + General Painting Defects



+ GENERAL PAINTING DEFECTS THROUGHOUT THE DWELLING

Paintwork is defective in several areas and marked by flagging tape. These defects must be fixed prior to the handover. Please refer to the photos for more details.

Photos may not be showing all relevant areas. Builder to check the paintwork again through the dwelling.

12.02 Surface finish of paintwork

Paintwork is defective if the application has blemishes such as paint runs, paint sags, wrinkling, dust, bare or starved painted areas, colour variations, surface cracks, irregular and coarse brush marks, sanding marks, blistering, non-uniformity of gloss level and other irregularities in the surface that are visible from a normal viewing position.

Paintwork is defective if the application results in excessive over-painting of fittings, trims, skirtings, architraves, glazing and other finished edges.



10.1.2 + General Painting Defects



+ DOORS TOP/BOTTOM NOT PAINTED

Several doors top/bottom throughout the dwelling noted unpainted.

Timber is a product that is greatly affected by changes in moisture. The change in moisture can lead to timber doors warping, swelling and jamming. The simple act of sealing or painting the edges of the door leaves helps to combat moisture absorption in the doors and the need to either replace the doors or come back time and time again to refit the doors.

This applies to newly hung doors as well as doors that have been altered or refitted due to movement, binding or refitting after an alteration or renovation of an existing house. The entire door should be painted immediately after fitting and before hanging; this includes behind the hinges and lock, and most importantly, the top and bottom edges.

The Guide to Standard and Tolerance 2015 Part 8.06, deemed it a defect if the door leaves are not sealed/painted on all sides, top and bottom edges in accordance with the manufactures instructions. In most cases, the manufacturer requires the top and bottom of the doors to receive the same number of coats of paint as the door face.

The Standard and Tolerance Guide also provides a paint durability table that outlines the minimum durability time allowed for painted coatings whether acrylic or enamel. This is a useful guide when deciding if there might be a defect associated with the paintwork.

Note: the standards for painting must be either in accordance with the manufacturer's installation requirements or AS/NZ 2311. 2009 Guide to the painting of buildings.

8.06 Sealing of door edges

Door leaves are defective if they do not have all sides, top and bottom edges sealed/painted in accordance with the manufacturer's specifications.



10.1.3 + General Painting Defects



RETREAT AREAR CEILING PAINT DAMAGE

Damaged ceiling paint due to water leak to be repainted



10.2.1 + General Cracks

+ GENERAL CRACKS TO WALLS/CEILING/SKIRTINGS/ARCHITRAVES

Several cracks were noted on the walls/skirtings/cornices throughout the dwelling and marked using the flagging tape as a defect according to *GUIDE TO STANDARDS AND TOLERANCES 2015*. These defects must be rectified prior to the handover.

Please note: the photos may not showing all the existing cracks. The builder is responsible to check the dwelling again to ensure all cracks have been rectified.

The cracks to the stairs area seem to be structural cracks, however, it needs a further inspection and investigation by a registered engineer to find out the exact source of the crack reason and estimate the cost of repair.

9.13 Level of finish for plasterboard

Unless documented otherwise, a plasterboard finish is defective if Level 4 finish (as defined below) is not provided.

Level 4 finish³

A Level 4 finish shall be the default level for gypsum lining, unless specified otherwise.

Flat or low sheen paints shall be used for this Level 4.

All joints and interior angles shall have tape embedded in jointing cement/jointing compound and a minimum of two separate coats of jointing cement/jointing compound applied over all joints, angles, fastener heads and accessories.

All jointing compound shall be finished evenly and be free of tool marks and ridges in preparation for decoration.

Notes:

1. In critical lighting conditions, surface imperfections may still be apparent in a Level 4 surface finish.
2. Where gloss, semi-gloss and deep tone paints are used, surface imperfections will be more evident.

9.14 Cracking in plasterboard, hard plaster and other plaster elements

Cracking in walls, ceilings and bulkheads is defective if it exists at handover or exceeds 1 mm in width within the first 24 months of completion and can be seen from a normal viewing position.

Cracking in recessed and butt joints is defective if it exists at handover or exceeds 1 mm in width within the first 24 months of completion and can be seen from a normal viewing position.

9.15 Cracking in cornices

Cracking of cornice joints such as butt joints and mitres, and at junctions with walls and ceilings, is defective if it exists at handover or exceeds 1 mm in width within the first 24 months of completion and can be seen from a normal viewing position.

9.16 Cracking at junctions of dissimilar materials

Cracking at junctions between dissimilar materials is defective if it exists at handover or exceeds 1 mm in width within the first 12 months of completion and can be seen from a normal viewing position.

After the first 12 months, cracking that exceeds 2 mm is considered defective⁴.



Stairs



Stairs

10.3.1 + Ceiling/Wall plaster

GARAGE CEILING NOT LEVEL

Defects

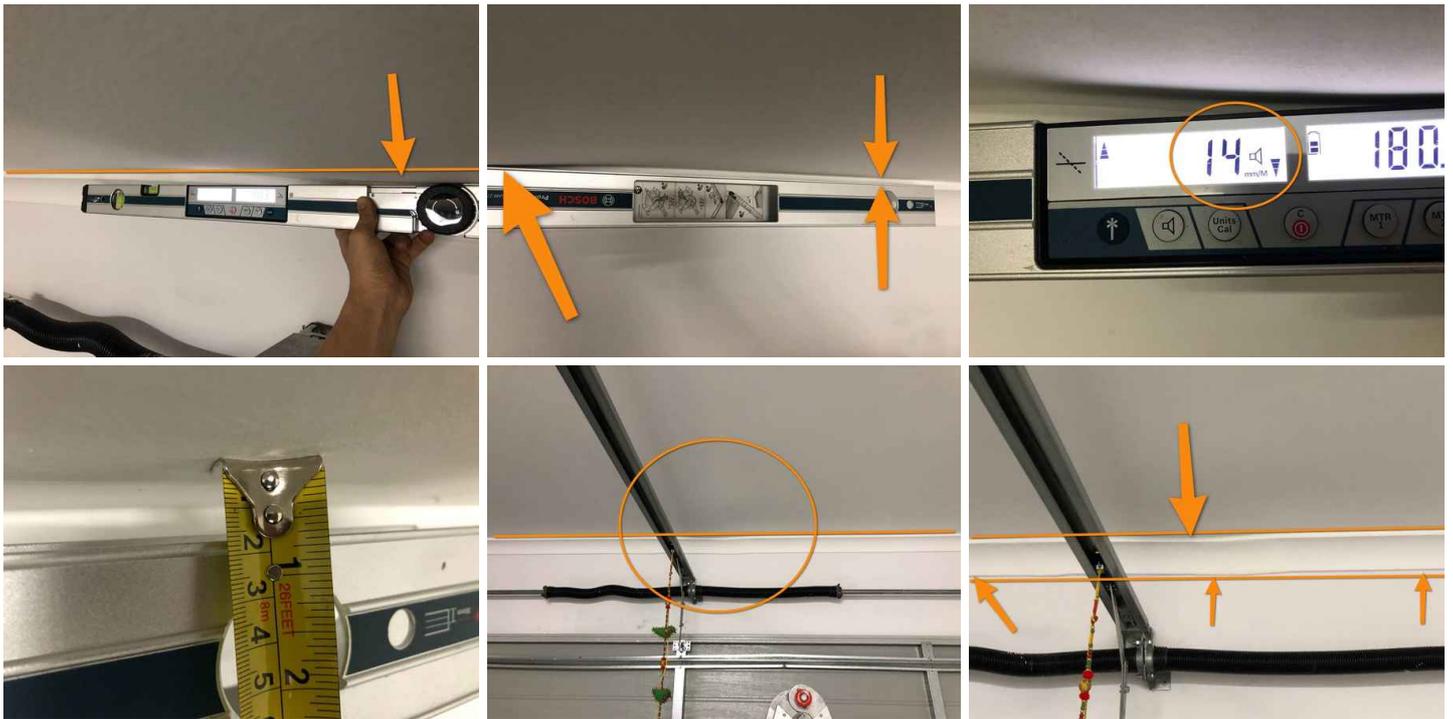
The garage ceiling is not level and has a dropped curve in the middle front. (12mm-18mm)

9.17 Straightness and alignment of plaster cornices

Plaster cornices are defective if they deviate from a straight line greater than 4 mm over a length of up to 2 m and are visible from a normal viewing position.

9.18 Peaking or jointing in plasterboard

Plaster peaking or jointing is defective if it is visible from a normal viewing position⁵.



10.3.2 + Ceiling/Wall plaster

WATER DAMAGE, CEILING DROP AND MOULD IN BEDROOM 2

 Major Structural Defects/Safety Hazards

The bedroom 2 ceiling has clear water damage and mould signs.

The water damage is being fixed by the builder, however, the dropped ceiling caused by the water damage is not fixed.

Also due to long term moisture existence, a big mould is growing in the ceiling which is dangerous for residents health and safety.



+ WALLS JOINTS ARE NOT STRAIGHT

One or more walls are out of plumb or straightness over the tolerance limits. (refer to Clause 9.02)

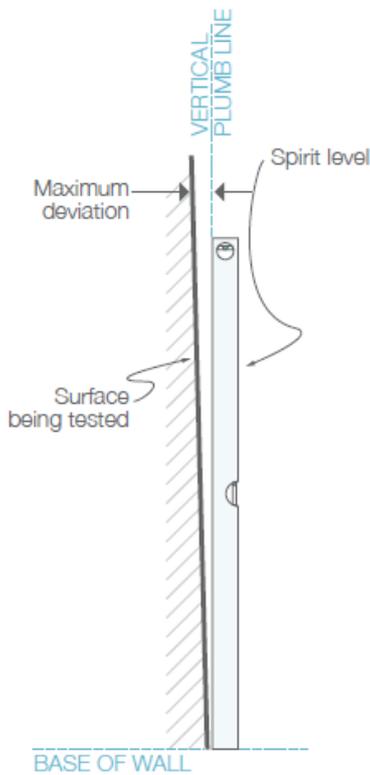
9.01 Verticality or plumbness of internal and external wall surfaces

Wall surfaces are defective if they deviate from vertical by more than 5 mm over a 1.8 m straight edge. Refer to Diagram E on page 13 of this Guide.

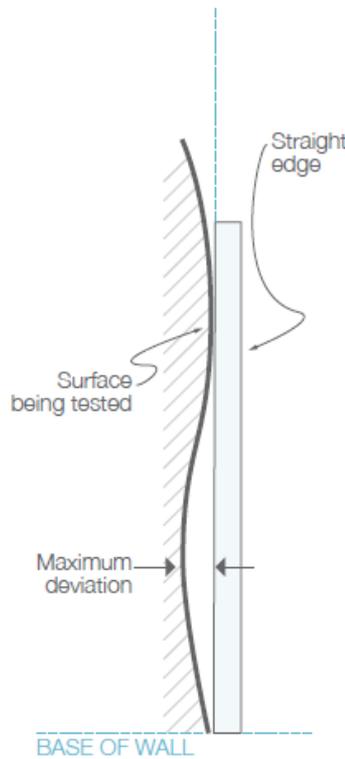
9.02 Straightness of internal and external wall surfaces

Walls are defective if they deviate from plane (bow) by more than 5 mm over a 1.8 m straight edge. This tolerance includes internal walls with a build-up of plaster at internal and external corners of the plasterwork. Refer to Diagram E on page 13 of this Guide.

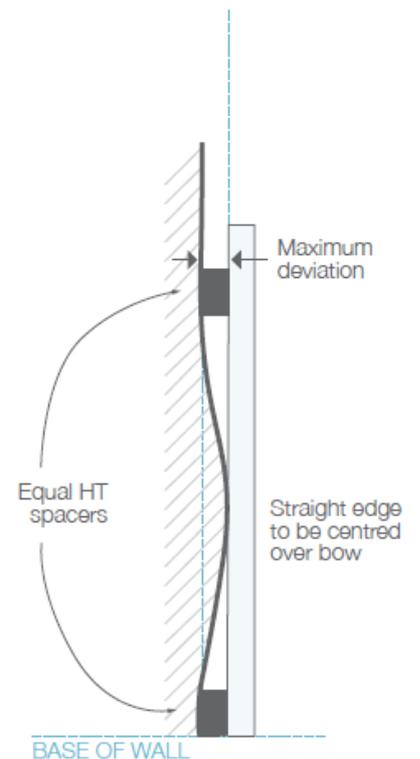
DIAGRAM E MEASUREMENT OF VERTICAL AND INCLINED SURFACES



iv) Measurement of deviation from vertical/plumb



v) Measurement of bow (surface flatness)



vi) Measurement of bow (surface flatness)



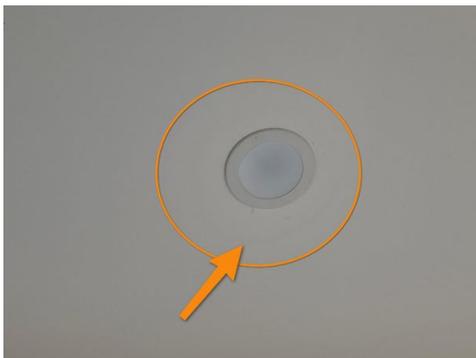
Living/Dinning Room



Living/Dinning Room

10.3.4 + Ceiling/Wall plaster
WATER STAIN NOTED

 Defects



Dinning



10.3.5 + Ceiling/Wall plaster

 Defects

POOR PLASTERING

The quality of plaster over the kitchen overhead cabinet is poor. Replace the plaster and paint with the same colour as the dwelling walls.



Kitchen



Kitchen

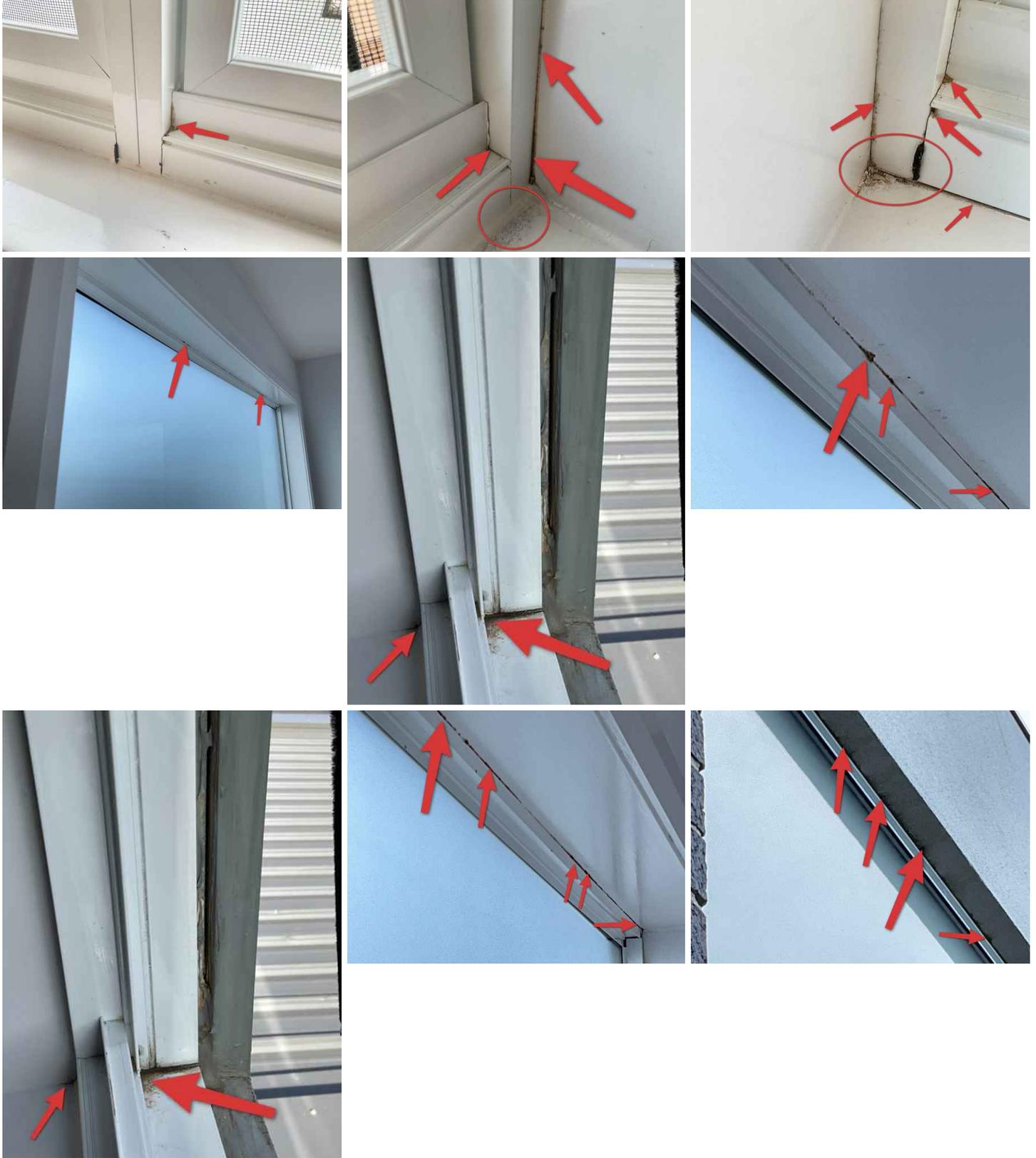
10.4.1 + Windows

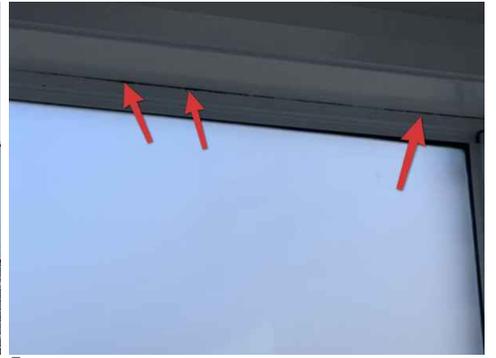
MOULD NOTED

 Major Structural Defects/Safety Hazards

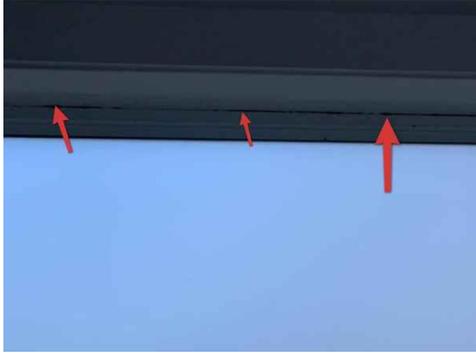
Mould noted in on the windows surface of bedroom 1 and 2 due to lack of caulking between the windows external and cladding joints. The joints to be caulked properly and the moulds to be removed for the health and safety of the residents.

Moulds produce allergens (substances that can cause an allergic reaction), irritants and, sometimes, toxic substances. Inhaling or touching mould spores may cause an allergic reaction, such as sneezing, a runny nose, red eyes and skin rash. Moulds can also cause asthma attacks.





Front



Front



Front

10.5.1 + Flooring - Timber

+ SQUEAKING/SPRINGY FLOORS

Defects

One or more areas of the floor are squeaking/springy when walking over.

14.06 Squeaking floors

Floors that consistently squeak by a person walking normally in a trafficable area within the first 24 months from handover are defective.

14.07 Springy floors

Floors that bounce in a way that can be detected by a person walking normally in a trafficable area are defective if the substructure has not been constructed in accordance with the Building Code of Australia and AS 1684.



Retreat area

10.6.1 Water Leak/Damage

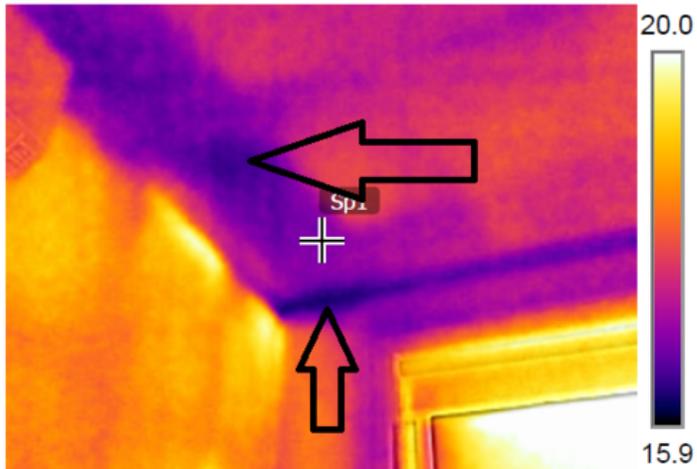
MOISTURE NOTED IN BEDROOM 2

Major Structural Defects/Safety Hazards



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FLIR0016.jpg FLIR E5xt Wifi 639117975

Measurements

Sp1	17.1 °C
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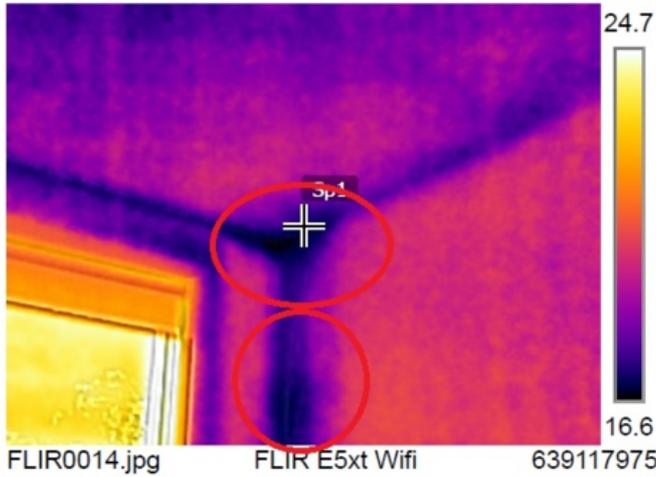
Parameters

Emissivity	0.95
Ref. temp.	20 °C

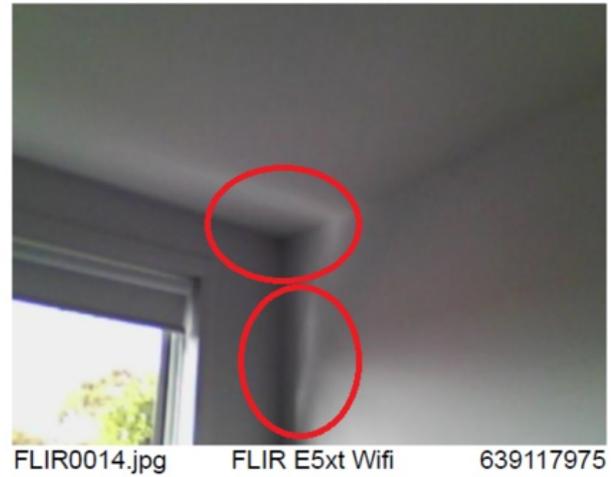


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Measurements

Sp1	17.4 °C
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Bedroom 2 - roght hand side, top

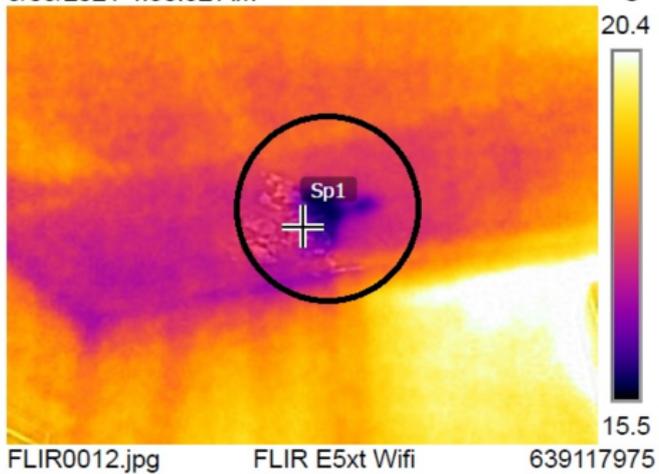
Parameters

Emissivity	0.95
Refl. temp.	20 °C



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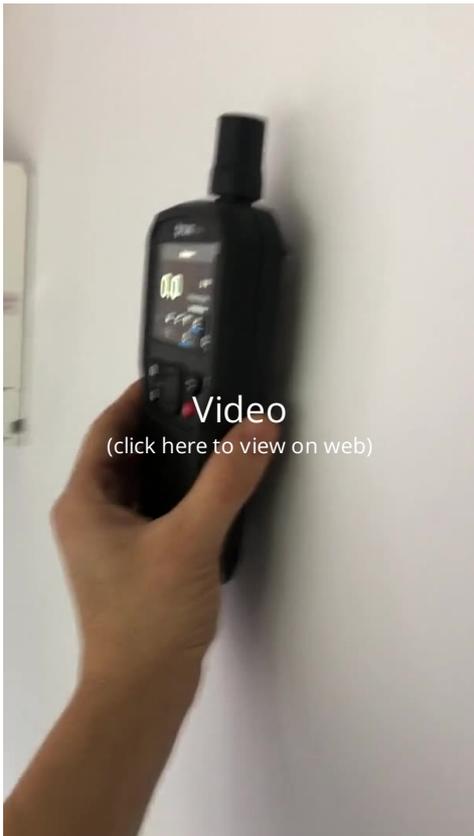
Measurements

Sp1	17.7 °C
-----	---------

Bedroom 2 Ceiling - Water leak and mould

Parameters

Emissivity	0.95
Refl. temp.	20 °C

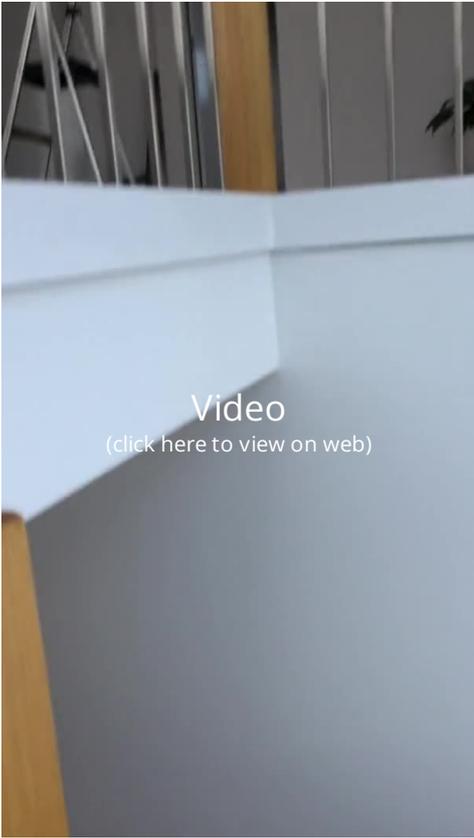


10.6.2 Water Leak/Damage

MOISTURE NOTED IN THE STAIRS AREA Major Structural Defects/Safety Hazards

Moisture noted behind the plaster next to the windows in the staircase area. It seems to be due to negative grading of the flashing behind the wall outside.





10.6.3 Water Leak/Damage

 Major Structural Defects/Safety Hazards

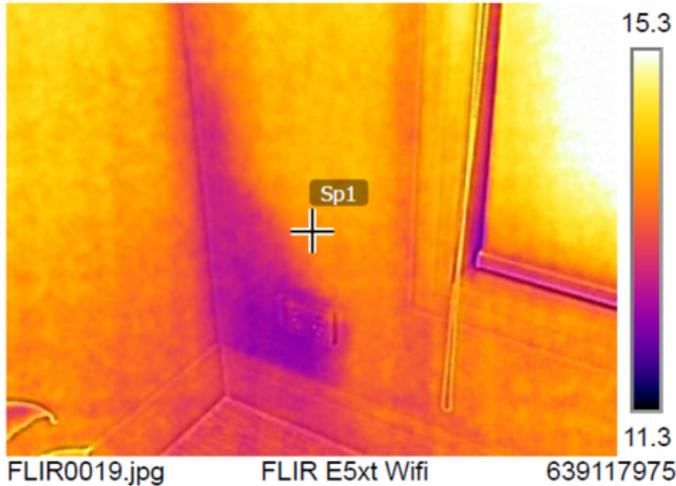
MOISTURE NOTED IN RETREAT AREA

Several moistures affected areas were detected in the retreat area southern wall. The source of the moisture seems to be from the negative grading flashing outside where the water stocks and can penetrate to the building slowly.



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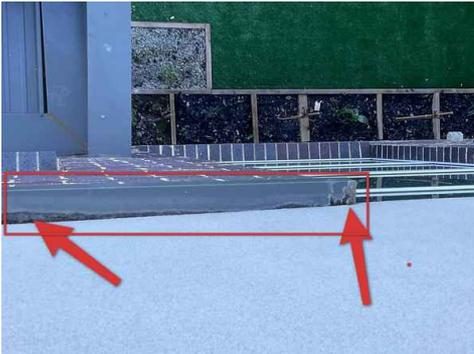
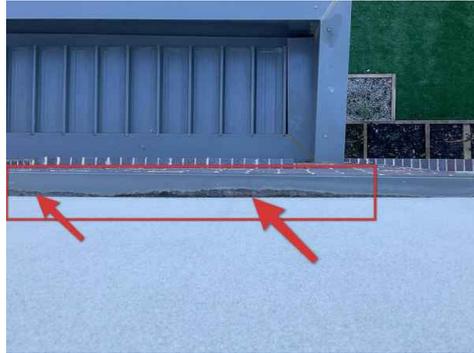


Measurements

Sp1	14.1 °C
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Parameters

Emissivity	0.95
Ref. temp.	20 °C



10.6.4 Water Leak/Damage

Major Structural Defects/Safety Hazards

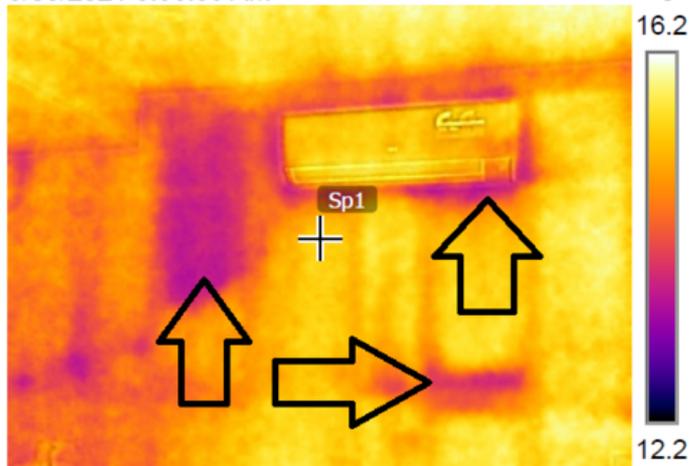
MOISTURE NOTED IN DINNING ROOM

Moisture was detected behind the dining room western sidewall (On the boundary). The source of the moisture is from the roof cladding and/or roof capping where the water can leak from the fixing members. (No silicon noted around the fasteners in the roof to prevent water from leaking inside).



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Measurements

Sp1	15.5 °C
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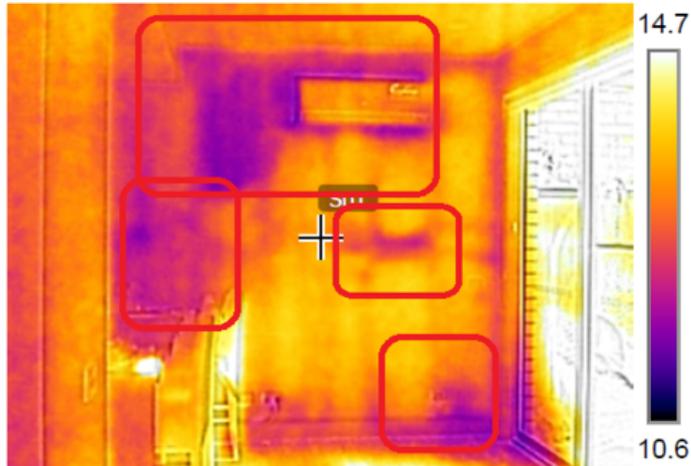
Parameters

Emissivity	0.95
Refl. temp.	20 °C



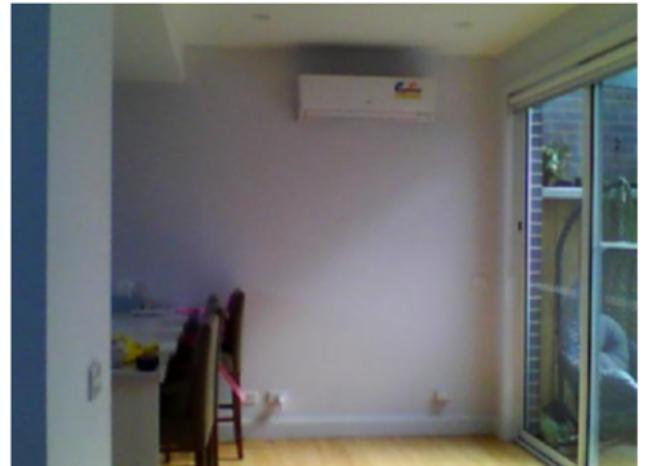
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FLIR0028.jpg FLIR E5xt Wifi 639117975

Measurements

Sp1	13.3 °C
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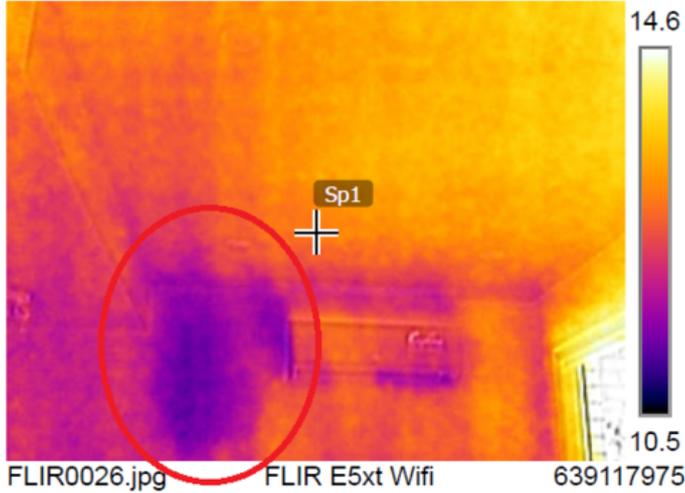
Parameters

Emissivity	0.95
Refl. temp.	20 °C



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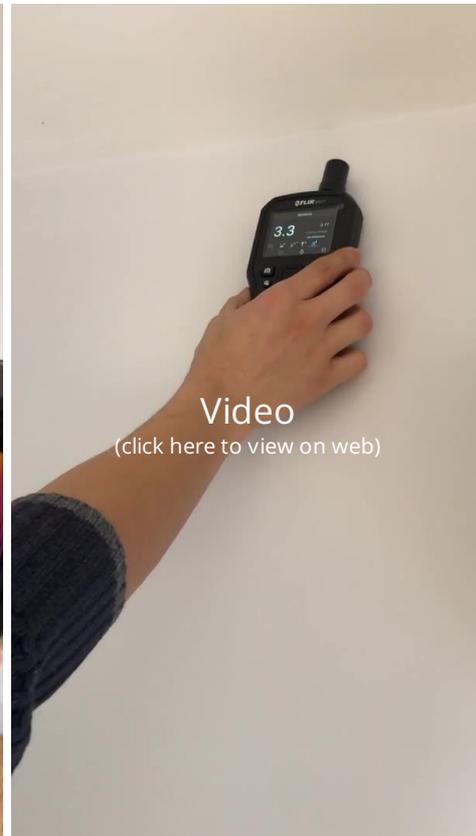
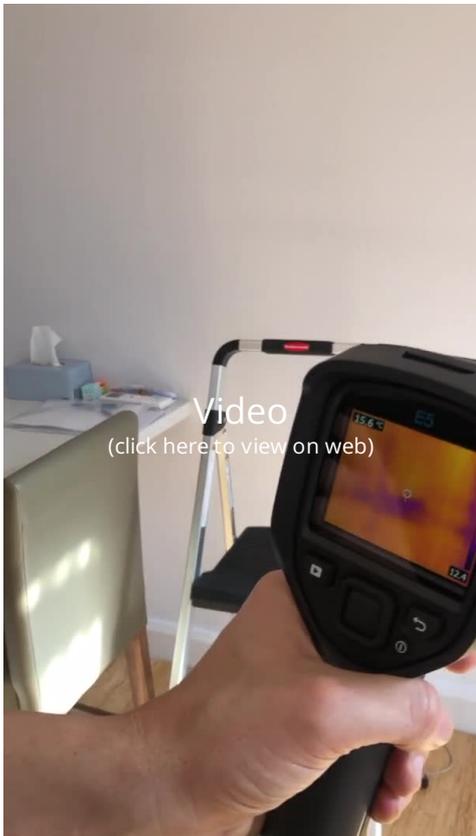
FLIR0026.jpg FLIR E5xt Wifi 639117975

Measurements

Sp1	13.0 °C
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Parameters

Emissivity	0.95
Refl. temp.	20 °C





10.6.5 Water Leak/Damage

Major Structural Defects/Safety Hazards

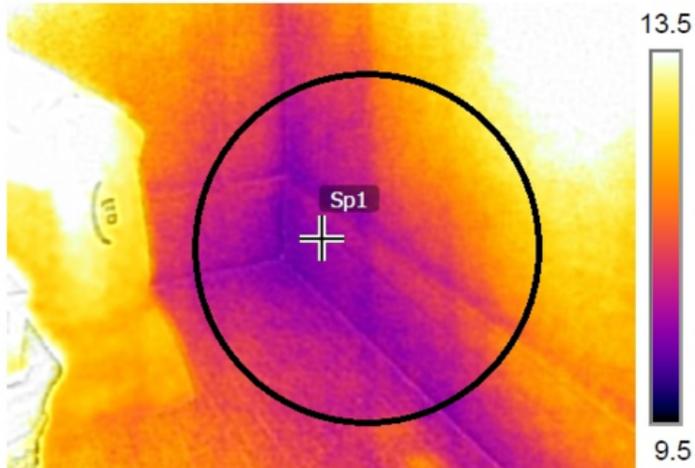
MOISTURE NOTED UNDER THE STAIRS SPACE

Moisture is found in the southern wall and floor in the space under the stairs. This area is located exactly under the retreat area and the affected area is in the line with the affected area upstairs. The moisture is leaking from the roof and travelling all the way to the ground floor.



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FLIR0038.jpg FLIR E5xt Wifi 639117975

Measurements

Sp1	10.9 °C
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Parameters

Emissivity	0.95
Refl. temp.	20 °C



10.6.6 Water Leak/Damage

Major Structural Defects/Safety Hazards

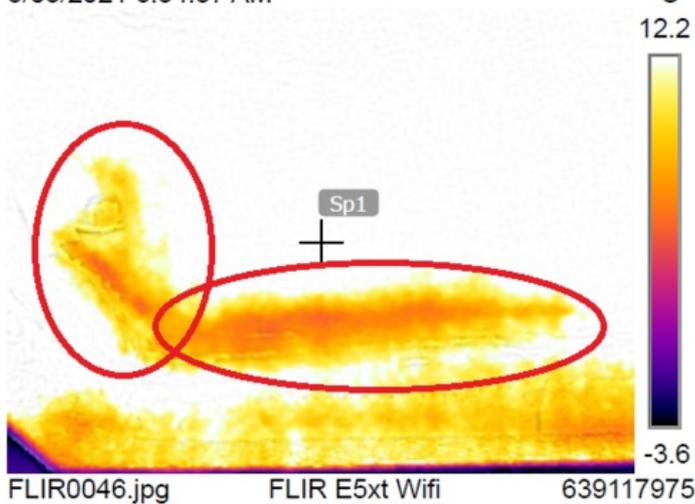
MOISTURE NOTED IN GARAGE FRONT (CARPORT) CEILING

The outdoor ceiling in front of the garage (carport) had several water/moisture affected areas. This area is located under bedroom2 which also has clear evidence of water/moisture damage/effect.

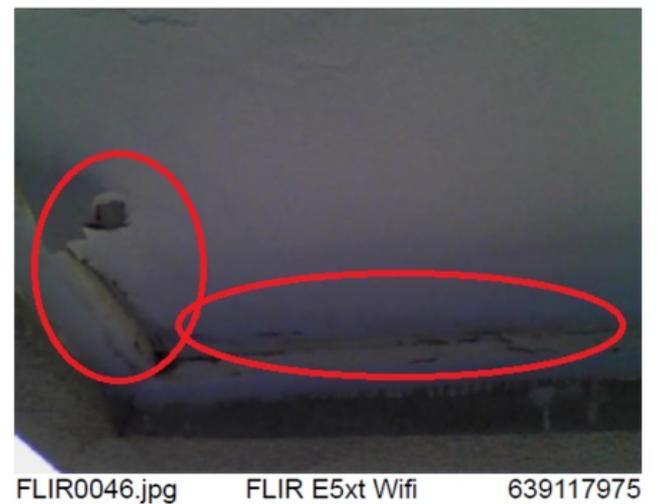


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Measurements

Sp1	12.6 °C
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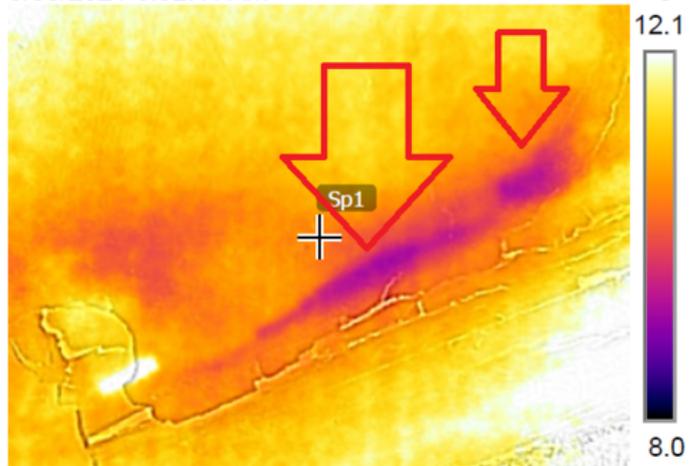
Parameters

Emissivity	0.95
Refl. temp.	20 °C



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FLIR0043.jpg FLIR E5xt Wifi 639117975

Measurements

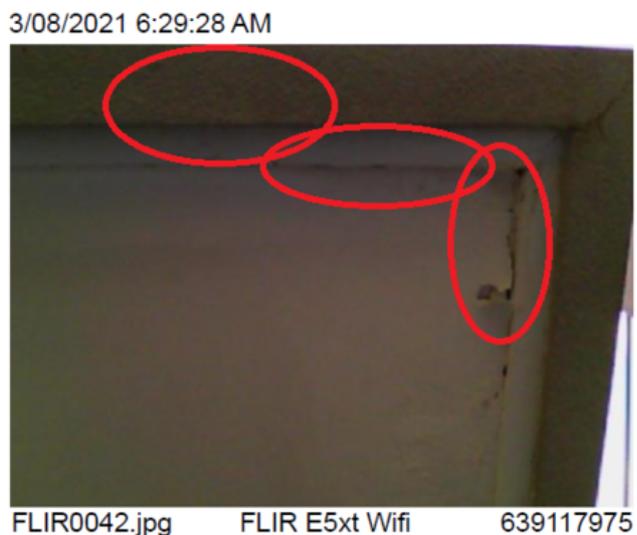
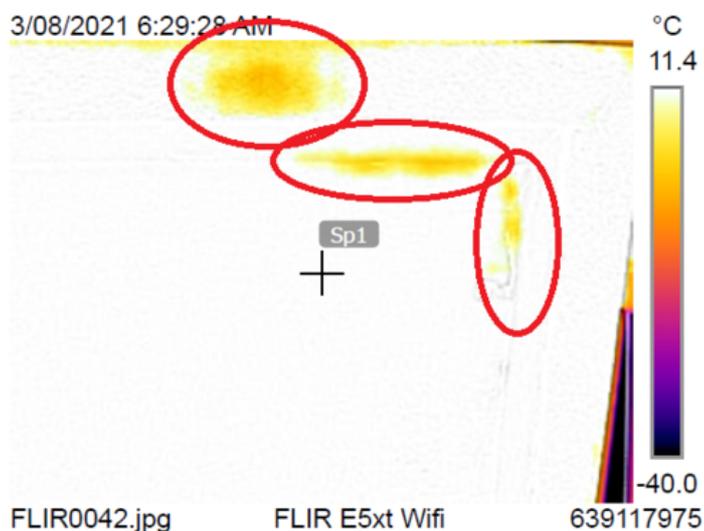
Sp1	11.0 °C
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Parameters

Emissivity	0.95
Refl. temp.	20 °C



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Measurements

Sp1	12.0 °C
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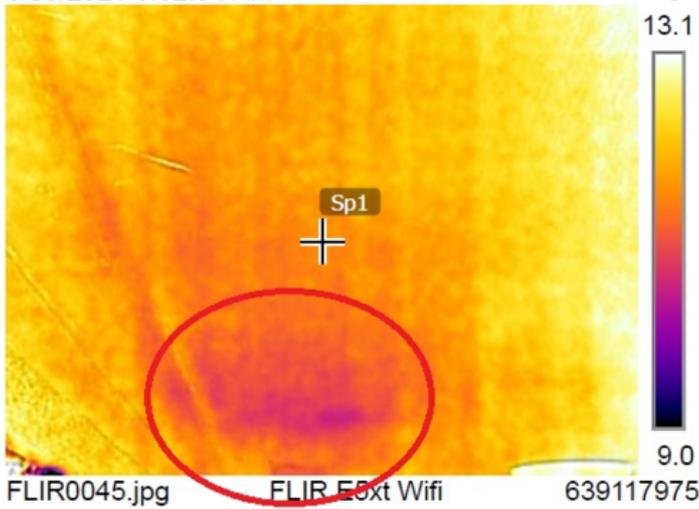
Parameters

Emissivity	0.95
Refl. temp.	20 °C



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Measurements

Sp1	12.2 °C
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Parameters

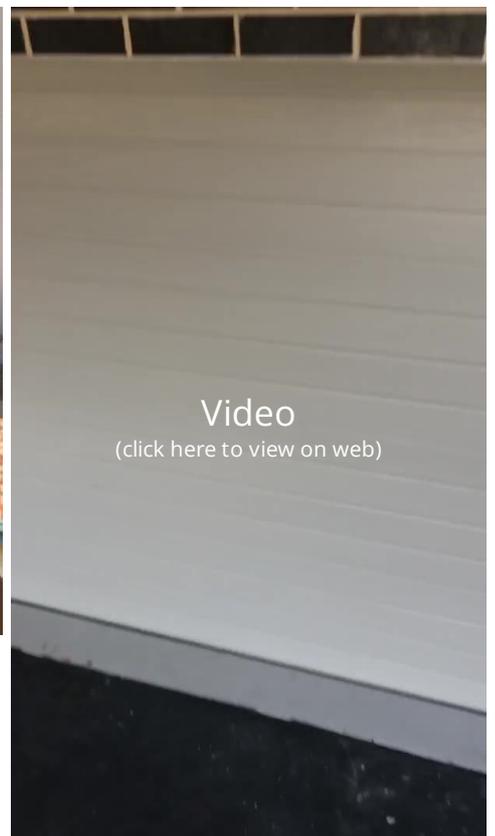
Emissivity	0.95
Refl. temp.	20 °C



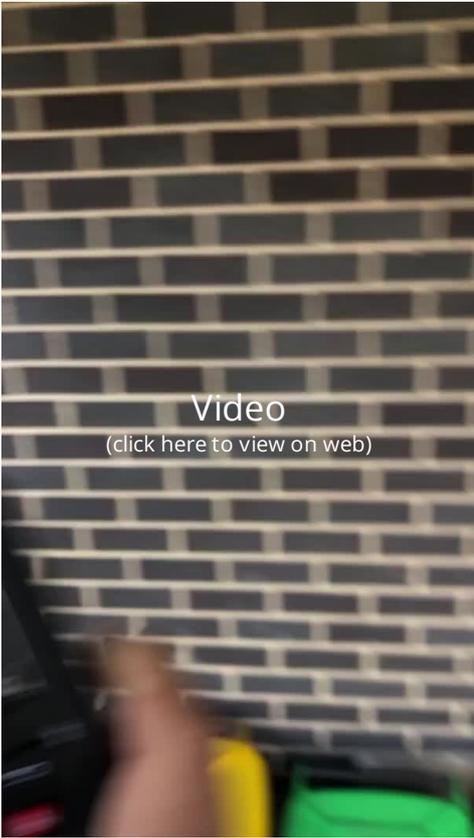
Carport



Carport



Video
 (click here to view on web)



10.6.7 Water Leak/Damage

Major Structural Defects/Safety Hazards

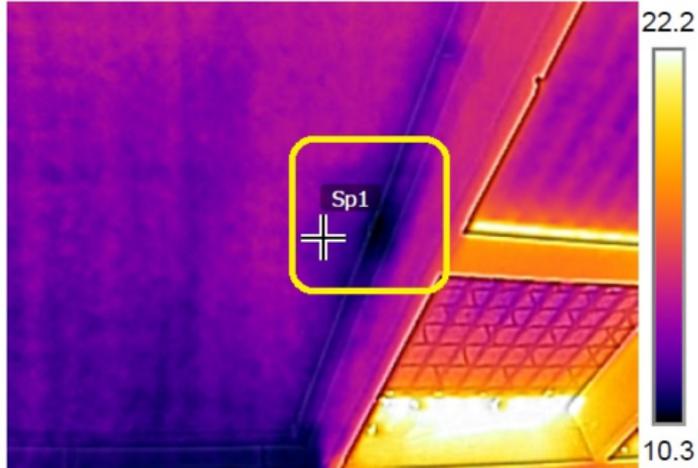
MOISTURE NOTED IN THE EAVES

Water stain and moisture evidence were noted in the backyard and front yar eaves.



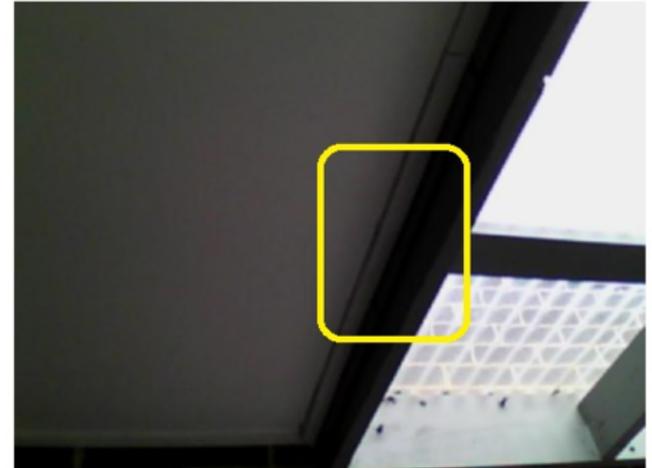
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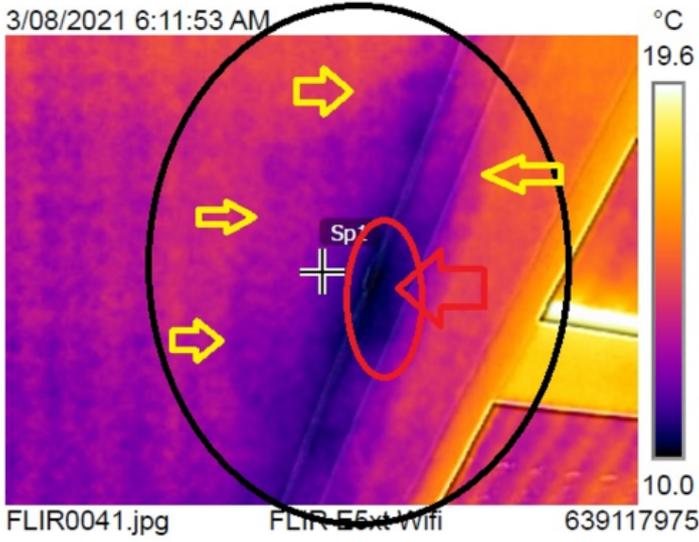
FLIR0040.jpg FLIR E5xt Wifi 639117975

Measurements

Sp1	12.2 °C
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Parameters

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Refl. temp.	20 °C

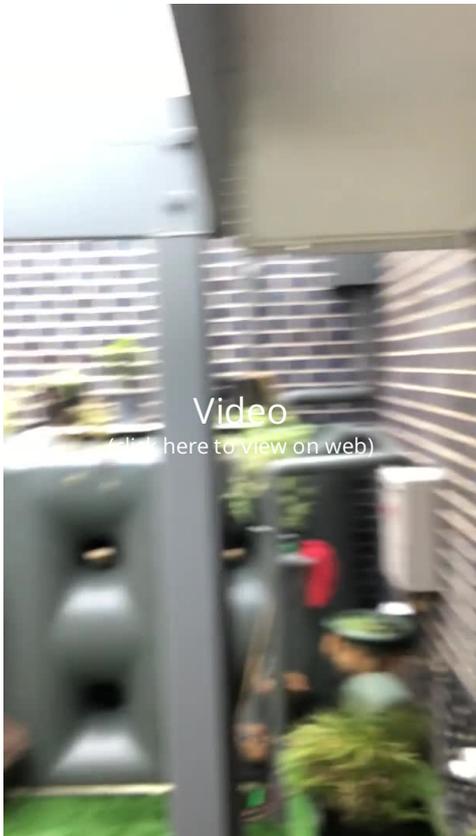


Measurements

Sp1	12.1 °C
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Parameters

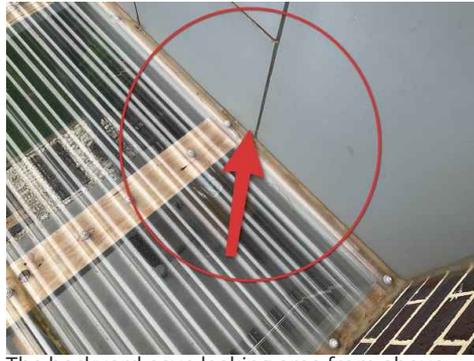
Emissivity	0.95
Refl. temp.	20 °C



Backyard



Backyard



The backyard eave leaking area from above

Right

10.6.8 Water Leak/Damage

Major Structural Defects/Safety Hazards

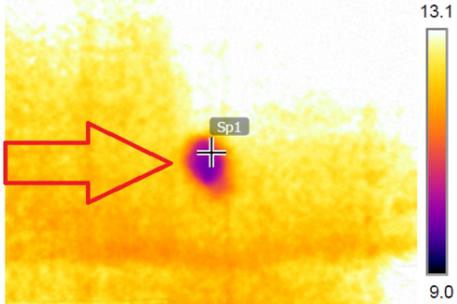
MOISTURE/LEAK NOTED IN THE DENNING ROOM CEILING

A very clear water stopping was noted on the dining room ceiling plaster which can cause water damage in the near future. This spot is located exactly 1.35m from the backyard sliding door which is the location of plaster joints. When water leaks to the ceiling area, it usually finds its way out from the plaster joints or downlight holes. This era is located under the air conditioner unit on the roof. The roof, fasteners and all joints are to be resealed and ceiling plaster to be replaced.



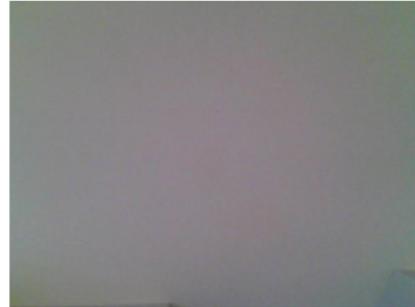
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FLIR0030.jpg FLIR E5xt Wifi 639117975

Measurements

Sp1	10.6 °C
-----	---------

Parameters

Emissivity	0.95
Ref. temp.	20 °C



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FLIR0027.jpg FLIR E5xt Wifi 639117975

Measurements

Sp1	13.1 °C
-----	---------

Parameters

Emissivity	0.95
Ref. temp.	20 °C

11: + BATHROOMS/ENSUITES/TOILETS

		F	G	D	M	U	N
11.1	+ Shower				X		

F = Visually Fine G = General Advice D = Defect M = Major Defect U = Unable to Inspect N = Not Applicable

Observations

11.1.1 + Shower

Major Structural Defects/Safety Hazards

WATER LEAKING FROM SHOWER

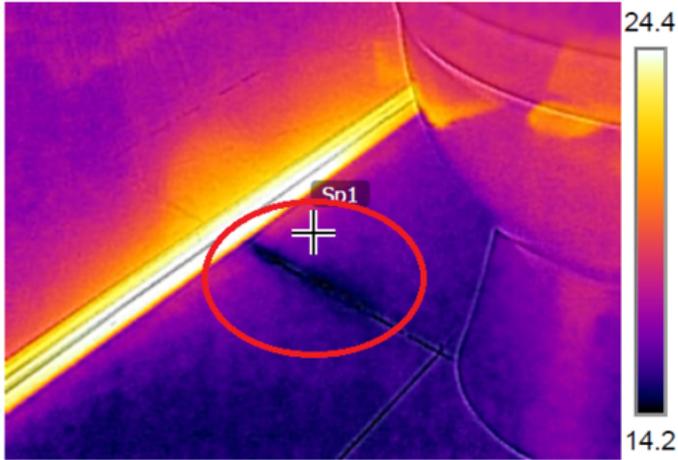
The bathroom shower leaks from the external grouts. The water travels from underneath the grout and shower screen and comes to the surface outside the shower hub.

This must be fixed to prevent further water damage to the building.



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FLIR0024.jpg FLIR E5xt Wifi 639117975

Measurements

Sp1	15.8 °C
-----	---------

Parameters

Emissivity	0.95
Ref. temp.	20 °C



Bathroom



Bathroom



Bathroom