



# **New Home Inspections**

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**BUILDING CONSULTANTS AND QUALITY INSPECTORS**

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## **MAINTENANCE INSPECTION REPORT AND DEFECTS LIST**

**Address of Inspected Property:**  
55 Sample Pde, Sampleville

**Client:**  
Mr John Sample

**Our Reference – 09/\*\*\***

**Date of Inspection – Tuesday 17<sup>th</sup> March 2009**

**Start Time of Inspection – 3:30 pm**

**Prevailing Weather Conditions – Overcast**

**Builder – @@@@ Home**

**Date of Report – Tuesday 24<sup>th</sup> March 2009**

## **Client Brief**

I was requested to inspect the client's property and to prepare a report with comments on whether any defects exist that the rectification of could reasonably be expected to be the responsibility of the builder under their defect and liability period obligations.

## **Property Details**

Dwelling Type:- House & Garage	Construction Type:- Brick Veneer
Class of Buildings:- BCA 1a and 10a	Garage Type:- Attached
Dwelling Configuration:-Double Storey	Footing Type:- Concrete Slab
Stage of Building Works:- Occupied	Roofing Type:- Concrete Tiles

## **Inspection & Report Particulars**

My inspection is a visual inspection of the finishes and the quality of those finishes at the time of my inspection. This report contains a 'Schedule of Building Defects' that lists the items that in my judgment do not reach an acceptable standard of quality, level of building practice, or have not been built in a proper workmanlike manner in relation to the Building Acts & Regulations, the Building Code of Australia (BCA), any relevant Australian Standard, any manufacturers installation instructions or the acceptable standards & tolerances as set down by the Building Commission of Victoria.

## **Client Authority**

None of the rectification methods, procedures or products suggested within this report are to be read as an instruction to the builder, nor are they an authorisation to vary from the original contractual documentation, a manufacturers installation instruction, any Australian Standards or the BCA. Therefore, depending on the rectification works required, the builder must obtain a signed variation and/or agreement from the client prior to carrying out any such work, whenever one would normally be necessary.

This report must be read by the builder in addition to any list or other correspondence provided by the owner/s.

## **Terms & Conditions**

All site inspections, meetings, this report, all future reports, correspondence and advice that I provide in relation to this property, whether written or verbal, are provided subject to the limitations and exclusions detailed in the standard terms and conditions set out on the last page of this report.

## **Access**

Access was gained to all required areas in accordance with clause 6 of the standard terms and conditions listed on the last page of this report.

## **Inspection Notes**

This home was occupied and furnished at the time of my inspection.

## **Summary**

This home has been fairly well constructed with the items listed in the attached schedule of building defects require further attention and/or rectification by the builder.

Should the reader of this report have any additional queries or questions in relation to the items set out within it, please do not hesitate to contact the writer via any of the methods detailed at the bottom of this page.

Yours faithfully,



Kevin McDonald.

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**Please direct all postal correspondence to: P.O.Box 448, Patterson Lakes 3197.**

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## SCHEDULE OF BUILDING DEFECTS

Defective Item	Observations, Considerations and Recommendations:-
Brickwork	<p>The brickwork towards the front of the right hand side wall, approximately 8 courses above the heads of the ground floor windows, has a bow of up to 15mm in it.</p> <p>The relevant Australian Standard, A.S.3700-2001 Masonry Structures, states that <i>'the maximum horizontal or vertical deviation of a surface from a plane surface (bow) for non-structural face brickwork is +/- 3mm'</i></p> <p>This section of the wall should be taken back down and reconstructed so that it is straight.</p>
	<p>There are numerous voids and holes in the finished faces of the mortar joints around this house and garage.</p> <p>The Building Commission's Guide to Standards and Tolerances clause 3.09 Voids and Holes in Mortar, states that- <i>'Voids and holes in mortar in masonry walls, excepting weepholes and vents, are defects if they are visible from a normal viewing position'</i>.</p> <p>These voids and holes should be properly patched prior to the affected areas of the walls around this house and garage being re-cleaned.</p>
	<p>The brickwork around this house and garage still needs to be properly cleaned down in a number of areas.</p> <p>The Building Commission's Guide to Standards and Tolerances clause 3.07, Masonry Facing states that:- <i>'Masonry faces are defective if they are not cleaned and free of excess mortar'</i>.</p> <p>All of the affected walls around this house and garage will have to be re-cleaned.</p>
Terrace Screen	<p>The lacquered finish that has been applied to the slat work of this screen has already failed and has started to blister, flake and peel off.</p> <p>These slats should be fully sanded back and properly re-lacquered.</p>
Balcony	<p>This ceiling sheet across this area is approximately 1000mm wide and the eaves across the front of it are approximately 850mm wide. Both have sagged and lack joists for them to be fixed into as well as being adequately fixed.</p> <p>The manufacturers of 4.5mm thick eave and soffit linings require that <i>'joist spacings be no greater than 450mm apart and that the sheets be fixed into these joists at maximum spacings of 200mm along the edges of the sheets and 250mm centres to the intermediate sheets'</i>.</p> <p>These areas must be dismantled and properly reconstructed with sufficient joists at the correct maximum centre and then have the linings properly and securely fixed up to them.</p>
	<p>The door to the Balcony area is binding on its hinges.</p> <p>The Building Commissions, Guide to Standards and Tolerances clause 8.07 Operation of Windows and Doors, states- <i>'Doors and windows are defective if they bind or jam as a result of the builder's work'</i>.</p> <p>This door will have to be rectified so that it operates as intended.</p>
Ensuite Window	<p>There is a gap of up to 30mm wide over the rear facing Ensuite window that needs to have an infill installed across it.</p>
Stairwell Window	<p>The rubber across the bottom of this window frame is torn and needs to be replaced.</p>
Eave Splay Quads	<p>The splayed quad along the edge of the eave into the side of the stairwell window is falling off and needs to be refixed and any affected areas repainted.</p>
Terrace	<p>The gaps between both sets of double doors and their frames and/or to each other vary from being tight in areas up to 7mm wide; and nor do they align across the top and bottom edges.</p> <p>Additionally, these frames have not been installed straight or in wind, in that the left hand frame has a twist or wind of up to 6mm in it, which is causing the mushroom stop on the lead door to be proud or gapped to the fixed door by a the same amount. The front edge of the door sills vary from being set back in from the tile step from 104mm at the right hand end; to 110mm at the centre of the doors; back to 100mm at the right hand end.</p> <p>The Building Commissions, Guide to Standards and Tolerances clause 8.04 Internal Door Clearances, states- <i>'The installation of doors is defective if within three months of completion, clearances between door leaves and frames and between adjacent door leaves</i></p> <p style="text-align: right;">cont/.....</p>

<b>Defective Item</b>	<b>Observations, Considerations and Recommendations:-</b>
Terrace (cont.)	<p><i>are not uniform and within 1mm. A clearance between door leaves or between a door leaf and the frame is defective if it is less than 2mm or greater than 5mm in width</i></p> <p>These frames will have to be rectified so that they are straight, parallel and in wind and all of the gaps around the doors must be adjusted to comply as well.</p>
	The skirting tiles breach the articulation joints, which will have to be rectified.
Family Doors	<p>The lead door into the Alfresco area is bowed up to 6mm over its 2040mm height.</p> <p>The Building Commission's Guide to Standards and Tolerances clause 8.05 Distortion of Doors, states '<i>Door leaves are defective if, during the initial three months they bend greater than 4mm in doors up to 2150mm in height</i>'.</p> <p>This door will have to be rectified or replaced.</p>
Garage Door to House	<p>The door into the house from the Garage has not had its top and bottom rails sealed in accordance with its manufacturers installation instructions and as a result has bowed up to 6mm over its 2340mm height.</p> <p>As this defect is caused by the builder not following the manufacturer's installation instruction they will have to replace the defective door.</p> <p>As the present jamb is for a 42mm thick door the builder should also install the new door to remove the current 8 – 10mm gaps between it and the edge of the door stops.</p>
Powder	<p>The exhaust fan that has been fitted into this room is no ducted to the external air but only blowing into the floor space above it.</p> <p>Part 3.8.5.2 Ventilation Requirements of the BCA's requires that- '<i>contaminated air from a sanitary compartment must exhaust directly to the outside of the building by way of ducts</i>'.</p> <p>This exhaust must be ducted out into the outside air.</p>
Media	<p>There are at least 7no. popped clout heads visible in the plaster ceiling.</p> <p>The Building Commissions, Guide to Standards and Tolerances clause 9.20 Nail Popping in Plasterboard states:- '<i>Nail popping in plasterboard is a defect if it appears in the first 24 months</i>'.</p> <p>These clout heads will have to be properly repaired, sanded and the entire ceiling area repainted.</p>
Kitchen	The ceiling and cornice line over the left hand overhead cupboard are up to 10mm out of parallel to the top of it and need to be properly rectified so that they are all level and parallel to each other.
Master Bedroom	<p>The floor across this room squeaks when walked on – out from the 45<sup>0</sup> corner across over the steel supporting beam.</p> <p>The Building Commission's, Guide to Standards and Tolerances clause 14.06 Squeaking Floors, states- '<i>Floors that squeak in trafficable areas within the first 24 months are defective</i>'.</p> <p>This area of the floor will have to be rectified so that it no longer squeaks.</p>
W.C. Door	The door jamb into the W.C. has been installed up to 18mm out of plumb sideways and is noticeable out of parallel to the side walls, which will have to be rectified so that it is plumb as well as parallel to the side walls prior to all of the affected areas being repainted.
	<p>There is no quirk or setback of the architrave in from the edge of the jamb across both sides of the heads of this door but there is to the architraves down the stiles.</p> <p>The Building Commission's, Guide to Standards and Tolerances clause 10.03 Architrave Quirks, states '<i>The width of the quirk (setback from the edge) of each length of an architrave is defective if it is not consistent and where the irregularity can be seen from a normal viewing position</i>'.</p> <p>This architraves need to be setback to have the same sized quirk as is down the stiles.</p>
T.V. Room	<p>The grout in the floor tiles into the side of the skirting boards has open cracks along it and the grout has become loose and is falling out.</p> <p>The Building Commissions Guide to Standards and Tolerances, clause 11.09 Grout, states '<i>Grout is defective if it becomes loose within 24 months of completion</i>'.</p> <p>This grouting will have to be rectified.</p>

--End of Schedule--

## 1. Engagement

My engagement is confined to that of a Building Consultant and not that of a Building Surveyor or Inspector as defined in the Building Act of 1993. I do not hold qualifications as an Engineers, Land Surveyors or Pest & Timber Infestation Inspector and therefore have not check and make no comment on:- 1/. The structural integrity of the building; 2/. The capacity and/or consistency of the sites foundation material; 3/. The correctness of the buildings footing system; 4/. The site and roof drainage systems; 5/. The title boundaries and the location of any easements and/or their assets; 6/. The buildings boundary setbacks; 7/. Compliance with any requirement of Part 4, Siting, of the Building Regulations; 8/. Glazing for compliance with their codes and standards; 9/. The presents of termites & borers or at the completeness of any termite risk management procedures and barriers; 10/. All other requirements that are the responsibility of the above mentioned professions.

## 2. Assumptions

My inspection is carried out on the quality of the fixtures, fittings and materials as installed and presented at the time of my inspection and I rely on as fact that they have been installed in accordance with their manufacturer's installation instructions and/or designer's specification, including all associated and substrate works.

It is also assumed during our site inspection that all items identified in any previous report in relation to this property have been rectified to the owner's satisfaction unless they were specifically detailed to us in writing prior to this inspection being carried out as outstanding.

## 3. Documentation

Documentation made available to me during my inspections and for use in the preparation of my correspondence and reports is only viewed on an informal basis and I make no certification that the building has been constructed in accordance with it.

## 4. Non-Destructive Inspection

My inspection is carried out on a non-destructive basis and excludes anything that would require the removal of any fixture, fitting, cladding, insulation, sarking, membrane, roof covering, lining material or the excavation of any soil.

## 5. Measurements/Levels

Measurements taken during my inspections are with a standard 4 fold carpenters ruler or 8 metre steel tape; and levels with either a 900 or 2000mm long spirit level, unless otherwise stated within this report.

## 6. Access

My inspections are limited to areas that can only be safely accessed with the standard equipment that I carry, being a 1500mm high set of aluminium steps, and that can be readily accessed without causing me to breach any of WorkSafe Victoria's current Code of Practices or any part of the current Occupational Health and Safety Act.

## 7. Services, Appliances, Plant and Equipment

I do not test or check for appropriateness, capacity, correct installation & connection, certification, or completion of any service, appliances, plant and/or equipment, i.e. heaters, hot water units, air conditioners, evaporative coolers, ovens, hotplates, dishwashers, rangehoods, spa pump, smoke detectors, electrical & data wiring, duct work, gas lines, electricity supply, water supply, sewer drains, stormwater drains, agricultural drains, water tanks, solar panels, ect.

## 8. Copyright

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## 11. Reference

References contained within this report to the Building Acts & Regulations, the Building Code of Australia (BCA), any Australian Standards, a Building Commissions document, a manufacturers technical data sheet or installation instruction, or any other document are neither exhaustive, complete or a substitute for the original document & are provided to facilitate the understanding of this report only. I therefore accept no responsibility for any reliance upon the part references contained within this report.

## 12. Exclusions

- a) Defects outside the scope of the client brief;
- b) Defects not evident by visual inspection, or only visible from outside the subject properties boundary lines;
- c) Defects in inaccessible parts of the building or site, including but not limited to, areas with limited boundary wall set-backs, the roof space and sub-floor areas;
- d) Defects only apparent in different weather or environmental conditions as to those prevailing at the time of my inspection;
- e) Defects not consider significant enough to warrant any rectification work at the time of my inspection;
- f) Defects that would be rectified as a consequence of any other defect listed within this report;
- g) Defects that I consider to be Work in Progress or already clearly marked for rectification by the builder;
- h) Check measure of rooms, walls and the overall building, for size, height, parallel and squareness unless specifically noted;
- i) Compliance with contractual documents such as electrical, heating & cooling, joinery and detail plans; and colour selection specifications.
- j) Landscaping, retaining walls, or any structures outside the roofline of the main building unless specifically noted;
- k) Enquiries of Councils, the relevant Building Surveyor and/or any Statutory Authority;
- l) Items that meet accepted industry practices and/or generally comply with the Performance Requirements of the BCA even if they are not meeting the Deemed-to-Satisfy provisions of that document.
- m) Minor cracking of cornice and architrave joins; minor alignment of cupboard doors and draw fronts; minor alignment of doors and their latches as it is my considered opinion that these items are best addressed at the maintenance stage.

## 13. VCAT Compliant

In the normal course of quoting my services, I do not allow to present my reports in accordance with Practice Note 2 under Section 158 of the Victorian Civil and Administrative Tribunal Act 1998. Therefore, if this report is to be submitted to VCAT an additional addendum will have to be prepared and attached to it, the cost of which is in addition to the initial quoted and charged fee.