

# New Home Building Inspections

## Pre Handover

Inspection Date: 2 Feb 2024

Property Address: 26 Not Fit For Handover Dream Suburb 44444



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If you have any queries with this report or require further information, please do not hesitate to contact the person who carried out the inspection.

# Inspection Details

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Property Address: 26 Not Fit For Handover Dream Suburb 44444

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Date: 2 Feb 2024

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## Client

Name: Sample Sample

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Principal Name: New Home Builder

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Email Address: info@nhbi.com.au

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Phone Number: 1800 466 424

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## Consultant

Name: Paul Frost

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Email Address: info@nhbi.com.au

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Company Name: Domestic Building Group Pty Ltd. T/A New Home Building Inspections

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Company Address: Mail Po Box 34 Beaconsfield Upper 3808

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Company Phone Number: 1800466424

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# General description of property

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Building Type:	New home
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Storeys:	Two storey
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Siting of the building:	Towards the front of a large block
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Gradient:	The land is gently sloping
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Site drainage:	The site appears to be adequately drained
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Orientation of the property:	New build Note. For the purpose of this report the façade of the building contains the main entrance door.
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Weather conditions:	Dry
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## Primary method of construction

Main building – floor construction:	Slab on ground
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Main building – wall construction:	Timber framed, External light weight walling system
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Main building – roof construction:	Timber roof truss, Finished with sheet metal roofing
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## Special conditions or instructions

Special requirements, requests or instructions given by the client or the client's representative -

There are no special conditions or instructions

# Accessibility

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## Areas Inspected

The inspection covered the Readily Accessible Areas of the property. Please note obstructions and limitations to accessible areas for inspection are to be expected in any inspection.

- Building interior
- Building exterior
- The site

The inspection does not include areas which are inaccessible due to obstructions, or where access cannot be gained due to unsafe conditions.

# Summary

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SUMMARY INFORMATION: The summary below is used to give a brief overview of observations made in each inspection area. The items listed in the summary are noted in detail under the applicable sub headings within the body of the report. The summary is NEVER to be relied upon as a comprehensive report and the client MUST read the entire report and not rely solely on this summary. If there is a discrepancy between the information provided in this summary and that contained within the body of the Report, the information in the body of the Report shall override this summary. (See definitions & information below the summary to help understand the report)

Evidence of defects	<b>Found</b>
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Evidence of incomplete works	<b>Found</b>
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Evidence of non compliant works	<b>Found</b>
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## Additional specialist inspections

The following inspections / reports are recommended

Not Applicable

# Significant Items

## Defect

### Defect 1.01

**Location:** Garage

**Finding:** Damaged materials observed. ( garage door )

During our inspection we identified materials that have been damaged, as detailed in the photos below.

As part of the contract the builder has with you, the builder must ensure all materials are new & fit for purpose. The builder needs to attend to the damaged item/s in question, (detailed below) and replace the item/s with new.

Domestic Building Contracts ACT – 1995 Section 8

Implied warranties about the work to be carried out under a domestic building contract are part of every domestic building contract.

(a) The builder warrants that the work will be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract;

(b) The builder warrants that all materials to be supplied by the builder for use in the work will be good and suitable for purpose for which they are used and that, unless stated otherwise in the contract, those materials will be new;

(c) The builder warrants that the work will be carried out in accordance with, and will comply with, all laws and legal requirements including, without limiting the generality of this warranty, the Building ACT 1993 and the regulations made under that ACT;

(d) The builder warrants that the work will be carried out with reasonable care and skill and will be completed by the date (or within the period) specified by the contract.



## Defect 1.02

**Location:** Entry

**Finding:** Door -lock poorly installed

The locks to this door is misaligned and has consequently resulted in the doors operation being compromised. This is a common defect whether being due to substandard installation or general miss alignment of the door hardware. Re installation of the hardware is recommended.



## Defect 1.03

**Location:** Front Of Home

**Finding:** General gaps

Gaps

The gaps between associated building elements is deemed to be too great in some areas around windows and doors.

The gaps between must be filled, in accordance with Australian standard.

The current gap is allowing a volume of air to enter the dwelling. BCA 3.12.3.3, in addition to relevant Australian Standards, also calls for all gaps around windows and doors and general cladding to be sealed.





## Defect 1.04

**Location:** Laundry

**Finding:** Stepping between floors

There is a noticeable height difference observed between floor levels. It appears the timber floor is bowed to section as per photography below.



## Defect 1.05

**Location:** Leisure

**Finding:** Fly screen damaged.

As per documented photos area as per below requires replacement.



## Defect 1.06

**Location:** Entry

**Finding:** Door furniture (handles)

Poor installation observed, areas misaligned, door damaged to right side requires replacement. During the documented maintenance period after completion, handles, locks and latches are defective if they do not operate as intended by the manufacturer. If the maintenance period is not documented, three months is the assumed time period after completion. After the end of the maintenance period, failure is not a defect unless it is caused by the builder's workmanship or a faulty product supplied by the builder.



## Defect 1.07

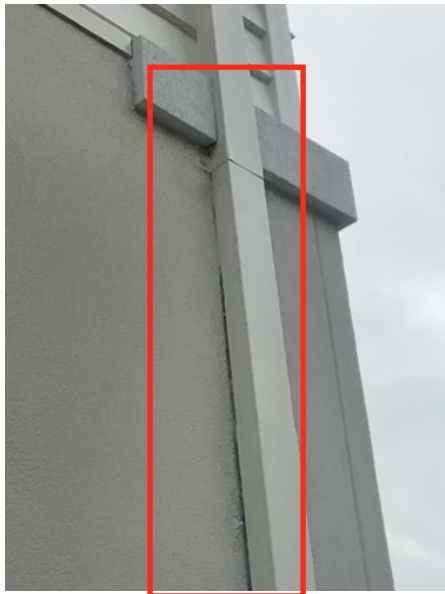
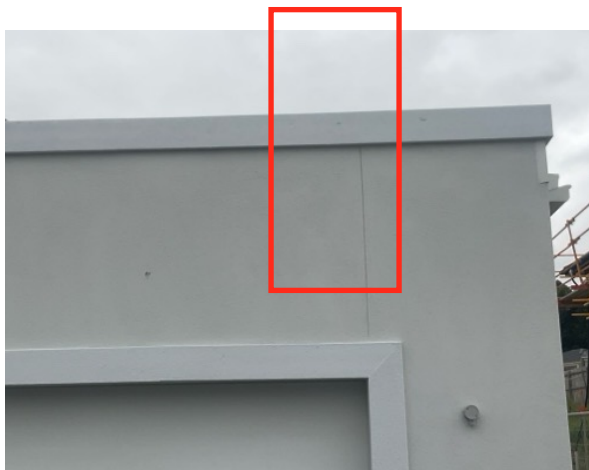
**Location:** All areas

**Finding:** Render external

Some substandard practices observed to the exterior render of this home, The general render has not been applied in accordance with the contract documents, which looks poorly finished, and detracts from the overall finish.

The Victorian Building Authority's Guide to Standards and Tolerances clause (9.09) Rendered surfaces, states that Rendered or hard plastered surfaces are defective if they do not conform to the documented surface, sample or description.

In order for the builder to reach completion, they must have completed the works in a proper and workmanlike manner and in accordance with the plans and specifications. Therefore, these areas must be rendered to match the contract documents in accordance with above. Photos added below show some areas for rectification works. The entire property should be checked by the builder.



## Defect 1.08

**Location:** Front Of Home

**Finding:** Entry and garage doors.

As documented in the photographs below, there are materials presenting with damage. All materials used to build this dwelling must present as new in accordance with the building Act section 137, part 9. Further works or replacement required, unless stated otherwise in the build contract.

I refer to the Building Act Section 137.



## Defect 1.09

**Location:** Front Of Home

**Finding:** Weatherboards incomplete .

Some weatherboards are not installed excessive gaps noted.  
There is a noticeable gap to the underside of the window.  
Generally the area is incomplete.



## Defect 1.10

**Location:** All areas

**Finding:** Paint finish - Incomplete

The paint finish in this area was identified as being incomplete at the time of inspection.

The quality of finish to your home, the look, the feel and appearance is largely dependent on the workmanship of the painter.

Painting is considered defective if blemishes can be seen with non-critical light and from a normal viewing position.

During our Final Inspection, all painted surfaces are thoroughly viewed from a normal viewing position.

The builder needs to ensure all painted surfaces are free of blemishes, drip marks, and other irregularities prior to handover.

Australian Standard

(AS2311 )Guide to the Painting of Buildings final Inspection

The final inspection should ensure the following where appropriate: (a) The painted surface shows–

(i) Uniformity of gloss, color and opacity;

(ii) Correct range of dry film thickness of paint;

(iii) Freedom from painting defects such as –

(A) Tackiness and paint application defects; and

(B) Brush marks, roller coater marks, spray application defects and those irregularities in texture, which are inconsistent with good trade practice.

Guide to Standards &

TolerancesPainting

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, color 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.



## Defect 1.11

**Location:** All areas

**Finding:** Fixings.



Noted fixings differ in colour to downpipes areas.

Gutters and downpipes are defective if they are not securely fixed.

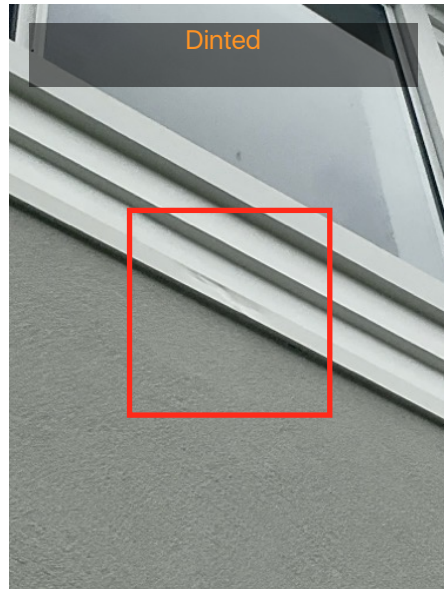


## Defect 1.12

**Location:** Left Side Of Home

**Finding:** Flashing repairs required ( damaged)

The flashings are showing signs of damage in areas.  
Gutters and downpipes and general flashings are defective if they are not securely fixed or misalignment or damage can be seen from normal viewing position. As per documented photos below area requires replacement.



## Defect 1.13

**Location:** All areas

**Finding:** Sealing around windows

Externally there are gaps between the top and side of some of the windows and the lintel above.

All gaps to the property must be fully sealed in accordance with the Australian Standard below, and the Energy Efficiency rating.

The builder needs to ensure all gaps to all windows are filled.

NCC 3.12

Energy Efficiency

Construction of Ceilings, Walls & Floors

All architraves and skirting boards must be fully sealed to comply with the energy efficiency requirements and the dwellings star rating.

Ceilings, walls, floors, and any opening such as a window frame, door frame, roof light frame or the like must be constructed to minimise air leakage in accordance with (b) when forming part of the external fabric of –

(i) a conditioned space; or

(ii) a habitable room

Construction required must be –

(ii) sealed at junctions and penetrations with –

(A) Expanding foam, rubber compressive strip, caulking or the like.





## Defect 1.14

**Location:**

Alfresco

**Finding:**

Timber imperfections

The inside and external faces and bottom edges of the roof beams around the Alfresco area contain splits and open knots holes within their finish.

The Building Commission's Guide to Standards and Tolerances clause 12.04 Mechanical Damage and Natural Defects in Surfaces, states 'Holes and any other unfilled depressions in paint or stained timber such as surface defects caused by mechanical damage, natural characteristics such as gum pockets or surface splits are defects if they can be seen from a normal viewing position'. A normal viewing position would be at a distance of 1.5 metres or greater back from these beams.

The splits and holes along these beams need to be properly filled before being properly sanded and repainted prior to handover proceeding.





## Defect 1.15

**Location:** Alfresco

**Finding:** Window rubbers

To some windows of the property, the Window Rubbers did not cover the full length of the opening, In these locations the builder will need to ensure the building is sealed correctly to prevent water or moisture penetration.

Australian Standard

AS2047 Windows and External Glazed Doors in Buildings

7.2 Installation

Openings in buildings into which windows are to be installed shall be of sufficient size to allow the window frame to be installed level and plumb.

Fixing shall not deform the window assembly. Non-load-bearing window assemblies shall not carry building loads.

Installed window assemblies shall prevent water penetration and excessive air infiltration.

7.3.1 General

The gap shall be sealed with suitable flexible mouldings or flexible caulking to resist water penetration, or other weatherproofing methods shall be used.



## Defect 1.16

**Location:** Rear Of Home

**Finding:** General workmanship

Area observed requires rectification. The builder warrants that the work will be carried out in a proper and workmanlike manner, and with reasonable care and skill, which is not the case in this area, and should be repaired or reconstructed. Areas shown in documented photos below.



## Defect 1.17

**Location:** Right Side Of Home

**Finding:** Architrave fixings

The misaligned joints to the architraves do not meet the tolerance included in the guide to standards and tolerances.

(17.3. )The guide to standards and tolerances 2015,10.02 Joints in fixings and mouldings states:

“Unless documented otherwise, the faces of architraves and skirtings are defective if they are not aligned and flush at mitres and butt joints and the misalignment can be seen from a normal viewing position. (These areas will require rectification.)





## Defect 1.18

**Location:** Garage

**Finding:** Garage doors scratched and not secured.

1/ The powder coat finish to this aluminium frame has been damaged through the finished coating. Damaged powder coat finish cannot be correctly repaired on site and may have to be replaced.

The damage to all aluminium frames must be made "as new" prior to handover.

2/ Noted internal tracks to garage door not secured at time of inspection.

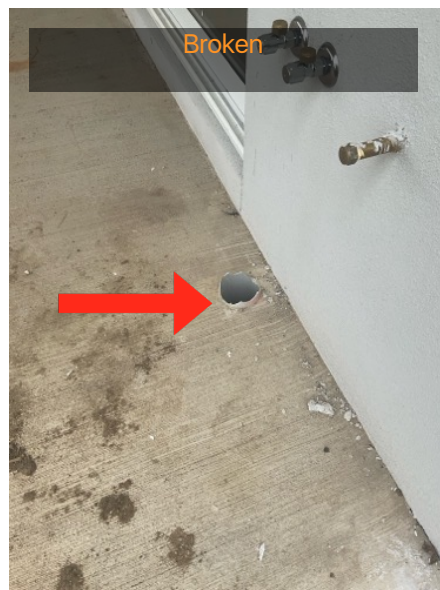


## Defect 1.19

**Location:** The site

**Finding:** Damaged pipe's requiring repair and recapping

The PVC pipes to various locations have been damaged or uncapped. These will require repair and recapping to prevent debris blocking the pipes during the construction process. Noted areas blocked with mulch etc.



## Defect 1.20

**Location:** The site  
**Finding:** Concrete observed.

While it is not possible to confirm the site preparation of works undertaken by the Builder prior to pouring, the sub-base to the driveway area. While appearing adequate for typical lightweight residential construction, it should be to the requirements of AS3727.1 2016. Noted areas not achieving 100mm. Some areas appear to have little or no support.

Section from the Australian Standards (3727.1 2016)

This Standard documents slab thicknesses recommended for various uses and for typical light residential use, a 100mm slab will conform to the standard.

The 100mm slab thickness would be the minimum for the driveway section while the areas taking foot traffic only could be reduced to 75mm and still conform to the standard as highlighted in red below from Table 5.2. 3.3.1. Australian Standards 3727.1 2016

This Standard documents slab thicknesses recommended for various uses and for typical light residential use, a 100mm slab will conform to the standard.

TABLE 5.2  
CONCRETE BASE PARAMETERS

Traffic	Minimum base thickness mm	Minimum concrete grade	Alternative 1 unreinforced		Alternative 2 reinforced		Alternative 3 reinforced	
			Maximum control joint spacing m	Minimum reinforcing mesh	Maximum control joint spacing m	Minimum reinforcing mesh	Maximum control joint spacing m	Minimum reinforcing mesh
Pedestrians only	75	N20	1.5	—	N/A	N/A	N/A	N/A
Pedestrians and light vehicles	100	N25	1.5	—	2	SL 62	4.5	SL 72
Pedestrians and commercial vehicles	150	N32	2	—	4	SL 82	4.5	SL 82

NOTES:

1. Base thickness is measured from the underside of the base to the bottom of any top-surface patterning or layer.
2. In situations where a higher degree of crack control is required, i.e. decorative finishes and brittle surfacing layers, reducing the control joint spacing, increasing the reinforcement, and/or providing a slip layer under the pavement should be considered (see Appendix B).
3. Generally, the maximum control joint spacing should be no greater than 1.5 times the width of the slab panel.
4. Steel reinforcement with equivalent area to the meshes specified may be used provided the spacing does not exceed 300 mm.

Figure 11: Table 5.2 excerpt from AS3727.1 2016





## Defect 1.21

**Location:** Guest Ensuite

**Finding:** Tiling

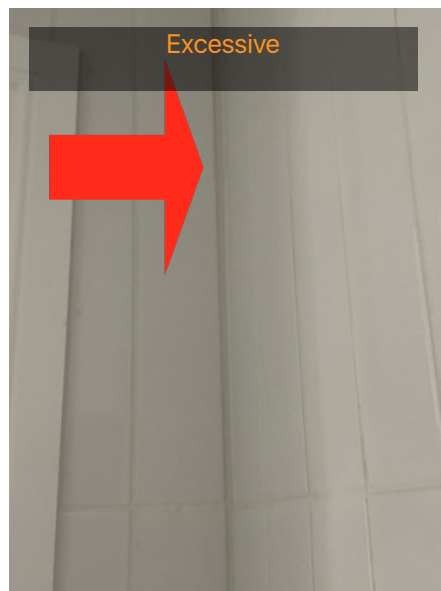
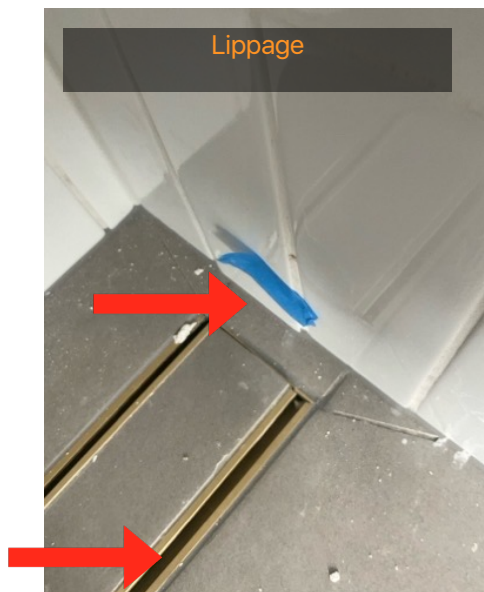
Lippage (stepping) between tiles

Lippage is inherent in all installation methods and may also be unavoidable due to the tile tolerances. Lippage may also be unavoidable where tiles larger than 150 mm × 150 mm are graded to a waste outlet, unless transverse cuts are incorporated.

When measured with a straightedge, tiling is defective if the finished surface of the tiling is not flat and true to within a tolerance of  $\pm 4$  mm in 2m from the required plane.

Tiling is defective if the lippage between two adjacent tiles exceeds 2 mm. In the case of tiles where the surface has been ground flat, for example polished tiles, tiling is defective if the lippage exceeds 1.5 mm; for joint widths of 3 mm or less the lippage should not exceed 1 mm.

As per AS 3958.1, lippage must be restricted to 1 mm maximum. We detected tiles that need to be reworked as the lippage exceeds this allowance. Any tile with a lippage that is greater than 1 mm must be reworked



## Defect 1.22

**Location:** Guest Ensuite

**Finding:** Tiling uneven

Uneven tiling observed. It appears the shower area has been laid out of square resulting in inconsistent tiling to areas. The tiles do not line through.

Except where tiles have distortions inherent in the manufacture, tiling is defective if it has joints that are not uniform, of even width, aligned or in the same plane. Large tiles could present problems when required to fall and drain to a floor outlet.

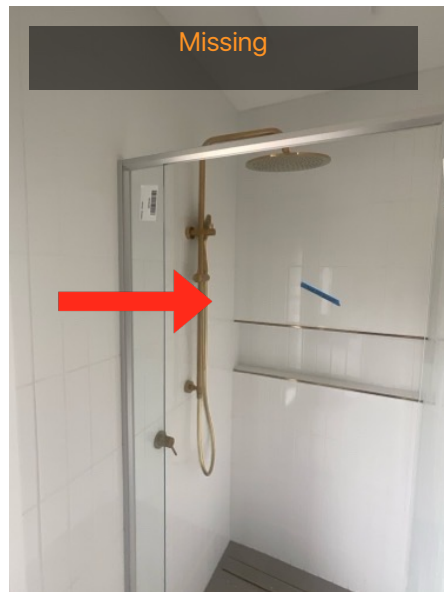


## Defect 1.23

**Location:** All areas

**Finding:** Grout/ sealant - Missing shower screens incomplete.

Grout/ sealant is missing in this area. Grout or sealant is used to ensure that tiled areas are water-tight and prevent water penetration to the associated structures. Where grout or sealant is missing, a tiling contractor should be appointed immediately to apply where necessary. Failure to do so is likely to lead to water damage to the surrounding area. Noted lower wall section bowed. General rectification works required.



## Defect 1.24

**Location:** All areas

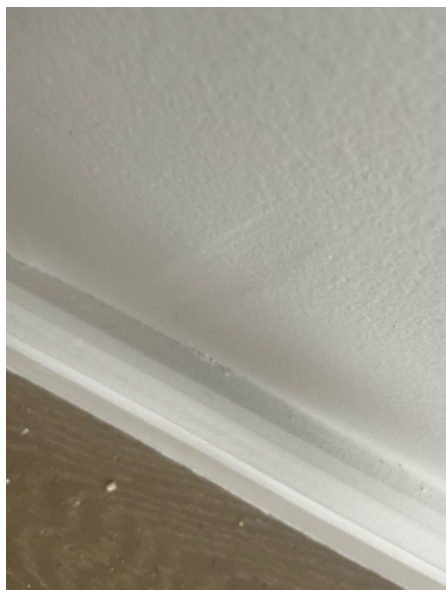
**Finding:** (Painting)

There are numerous minor paint defects such as runs, bare areas, cracks, marks and other irregularities that need to be rectified throughout, too many to individually document in this report.

In several areas.

The Victorian Building Authority's Guide to Standards and Tolerances clause 12.02 Surface Finish of Paintwork, states Paintwork is defective if application defects or blemishes such as paint runs, paint sags, wrinkling, dust, bare or starved painted areas, colour variation, surface cracks, irregular and coarse brush marks, sanding marks, blistering, uniformity of gloss level and other irregularities in the surface are visible from a normal viewing position.

All of these areas will need to be properly rectified and re-painted.





## Defect 1.25

**Location:** Laundry

**Finding:** Chipped materials (doors and joinery)

Area as per documented photos, defective. Materials are defective if they are cracked, pitted, chipped, scratched or loose at handover.

Noted chip to bench top.



## Defect 1.26

**Location:** All areas

**Finding:** Door seals

Doors (external) - Gaps and / or seals defective

The photos attached are just a guide to the type of repairs required and are NOT all the defects related to this topic on the property.

All interior rooms should be checked carefully to identify any further defects of the same type.

It was identified that external door/s are not fully sealed to all edges.

This requirement is inclusive of the garage to house entry door which must have full weather seals fitted to comply with the BCA part 3.12.3.3.

Seals required to the 3 sides of the door frame and a bottom seal to the door as well



## Defect 1.27

**Location:**

Timber Floors

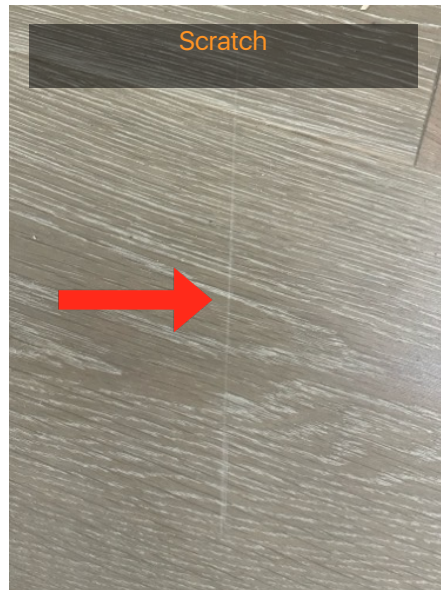
**Finding:**

Cracked, pitted, chipped, scratched surfaces

Noted floor not clean at time of inspection. Noted scratches observed to surface.

Surfaces are defective if they are cracked, pitted, chipped, scratched or loose at handover.

After handover, tiles are defective where the builder's workmanship causes the tiles to become cracked, pitted, chipped or loose within 24 months.



## Defect 1.28

**Location:** Kitchen

**Finding:** Window installation ( bowed)

General areas bowed requires rectification. No Packing, As Per The Manufactures Specifications. ( Or Packing Not Satisfactory )

Windows must be packed straight and level at the mullions as specified by the window manufacturers specifications.

ALSO

As per AS-2047-1999 and the defect clause is below.

All windows must have sufficient gap around them with a minimum of 15mm at the top of the window to the underside of the timber frame.

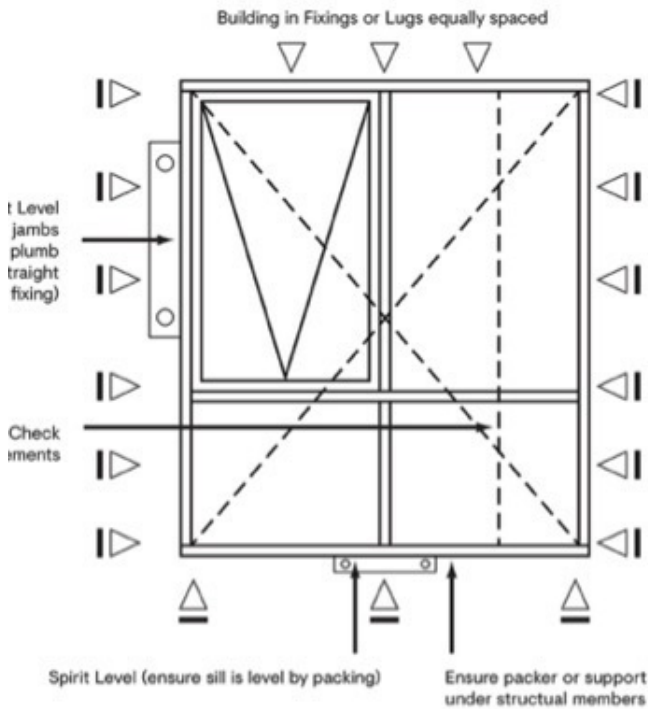
In this case the defect in discussion is windows are bowed .

ALL WINDOWS should be installed as per manufacturers standards is packing to the sides and bottom of the windows as well, must be reworked to allow a recommended of at least 15mm to 20mm of packing.

The packers must be as the manufacturers specifications.

### 7.3 THERMAL AND STRUCTURAL MOVEMENT

7.3.1 General A gap shall be provided between the window and the surrounding structure sufficient to prevent loads being imposed on the window, allowing for thermal expansion



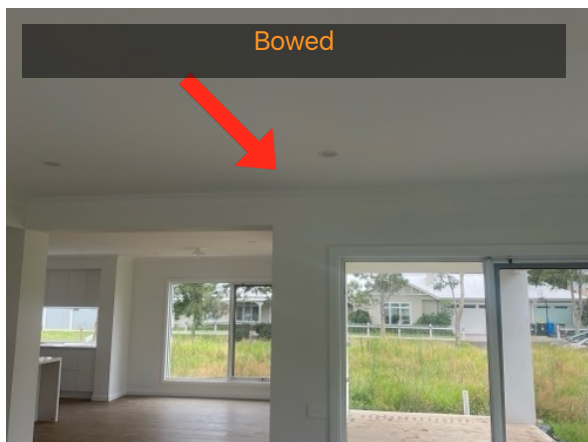


## Defect 1.29

**Location:** Rumpus

**Finding:** Straightness and alignment of plaster cornices

The cornice ceiling line bowed to, section as per documented photos below.  
( AS PER ALL PREVIOUS REPORTS.) 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. There is a sag of up to 10mm in the ceiling and cornice lines across the area which is also noticeably out of parallel to the horizontal edge of this area which for the reasons detailed above will need to be properly straightened and the affected areas repaired.





## Defect 1.30

**Location:** Rumpus

**Finding:** Internal fixings

The miss aligned joints to the architraves and skirtings do not meet the tolerance included in the guide to standards and tolerances.

(17.3. )The guide to standards and tolerances 2015,10.02 Joints in fixings and mouldings states:

"Unless documented otherwise, the faces of architraves and skirtings are defective if they are not aligned and flush at mitres and butt joints and the misalignment can be seen from a normal viewing position. These areas will require rectification.



## Defect 1.31

**Location:** Family

**Finding:** Bow to wall ( considerable reworks required)

The walls are not straight, which has resulted in a visible bow.

The Victorian Building Authority's Guide to Standards and Tolerances clause (9.02) Straightness of Internal and External Wall Surfaces, states that Walls are defective if they deviate from plane (bow) by more than 5mm over a 1.8m 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.

This wall must be properly straightened in accordance with the above requirements.

As stated, the acceptable allowance is 4 mm over 2 m. These walls will need to be reworked to ensure that the builder complies with this requirement. As per documented photos all walls require re work.



## Defect 1.32

**Location:**

Family

**Finding:**

Bowed window section

The noted sill section is bowed as per documented photos. Bowed window heads, sills and jambs

Windows frames are defective if they are distorted to the extent that the function of the window is adversely affected.

Refer also to Item 3.19 – Brick sills, sill tiles and shrinkage allowance for timber framing.



## Defect 1.33

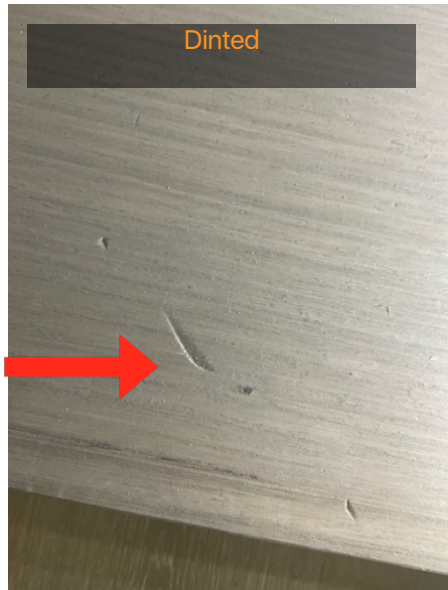
**Location:**

Stairwell

**Finding:**

Building elements damaged (stair treads) dented

Treads require replacement this generally occurs when the building materials have had a result of damage. Replacement of broken elements are advised to ensure that additional secondary defects do not arise as a consequence.



## Defect 1.34

**Location:** Roof Area

**Finding:** Paint mess to roof area.

The roof area to the property has paint mess across the sheeting.

The Victorian building Authority's Guide to Standards and Tolerances clause 18.09 Cleaning, states- 'Owners are entitled to expect that the building site and works are clean and tidy on completion. Building works are defective where windows and roof areas are not clean, floors are not swept, mopped or vacuumed as appropriate, tiles, sinks, basins, troughs, baths, etc. are not cleaned and shelving, drawers and cupboards ready for use.'

Once the cleaners have properly completed all of this work, all of the glazing, mirrors, cupboards, baths, shower bases, shower screens, floor coverings, fixtures and fitting etc. should all be thoroughly checked again for any scratches and damage which may have occurred, prior to handover proceeding.





### Defect 1.35

**Location:** Master bedroom

**Finding:** Winder damaged

The product in this area was found to be damaged at the time of inspection. Replacement of the damaged product is advised.



### Defect 1.36

**Location:** Ensuite

**Finding:** Trims

The noted trims as per other areas protrude past the tile line. See other areas also.





## Defect 1.37

**Location:** Ensuite

**Finding:** Overcut tiles observed to wall lines.

If any tile is chipped, cracked, scratched or loose prior to the handover of the property the tile/s or tiling is considered defective. Noted tiles over cut to plumbing fixtures.

During our inspection final inspection a tile or tiles were identified as being defective and require further attention by the builder to ensure all of the tile/s meet the necessary criteria as detailed below.

Guide to Standards and Tolerances

11.05 Cracked, Pitted, Chipped, Scratched or Loose Tiles

Tiles are defective if they are cracked, pitted, chipped, or scratched or loose at handover.

After handover, tiles are defective where the builder's workmanship causes the tiles to become cracked, pitted, chipped or loose within 24 months.

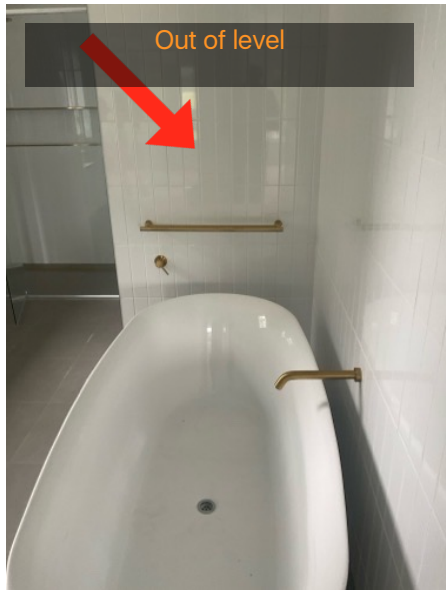


## Defect 1.38

**Location:** Ensuite

**Finding:** Fittings- not level

The towel rail was found to be installed out of level at the time of inspection. It is suspected that this defect has developed due incorrect installation. Refer back to builder to appointed to re-fix the fitting.



## Defect 1.39

**Location:** Ensuite

**Finding:** Misaligned shower rail

The shower fixture to this area is installed out of plumb. The general fixture requires rework.



## Defect 1.40

**Location:** Ensuite

**Finding:** Niche tiles.

The noted tiles to the top of the niche section appear to be out of parallel, there is an excessive caulk line to the top of the niche area.

The relevant Australian Standard A.S. 3958.1 – 2007 Ceramic Tiles – Guide to the Installation of Ceramic Tiles, clause 5.4.6 Tile Finish and Joints also states that 'Joint widths should be consistent throughout the installation unless otherwise specified. The recommended joint widths for floors with dust-pressed tiles are 3mm, measured at the tile face' and clause 5.4.3 – Fitting, states that 'Keep all joint lines, including mitres, straight and of even width'. These tiles and the grout joint widths must be properly rectified or replaced.



## Defect 1.41

**Location:** Master bedroom

**Finding:** Aluminium tracks scratched

The powder coat finish to this aluminium frame has been damaged through the finished coating. Damaged powder coat finish cannot be correctly repaired on site and may have to be replaced.

The damage to all aluminium frames must be made "as new" prior to handover.



## Defect 1.42

**Location:** All areas

**Finding:** Internal doors require adjustment.

Some doors require adjustments.

Unless documented otherwise, the installation of doors is defective if, within three months of completion:

a) clearances between door leaves and frames, and between adjacent door leaves are not uniform

b) clearances between door leaves, or between a door leaf and the frame, is less than 2 mm or greater than 5 mm in width.

Unless additional clearance is required for removable toilet doors or air ventilation, a clearance between the door and the floor finish is defective if it is greater than 20 mm after installation of the floor covering.

Note: Clearances under doors will generally be determined by the nominated floor coverings.



## Defect 1.43

**Location:** Leisure

**Finding:** Plaster defects observed ceiling area.

Unless otherwise stated all plasterboard finishes are to be finished to a "Level 4 standard".

During our inspection we identified areas of the plasterboard surface where a Level 4 finish was not acquired. Poorly finished plasterboard can be seen through the painted finish and will stand out. The joints in the plasterboard will be clearly identifiable.

The builder will need to rectify this and ensure all plasterboard is finished to a minimum Level 4 finish.

Australian Standard

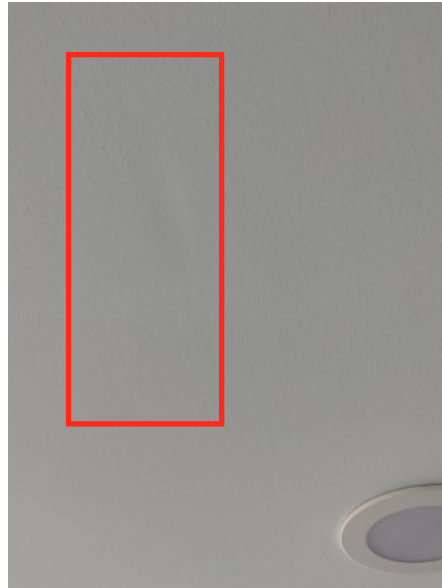
AS2589 Gypsum Linings – Application and Finishing 3.1.4 Level 4

Level 4 shall be the default level for gypsum lining.

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

All joints and interior angles shall have tape imbedded in jointing cement / jointing compound and a minimum of two separate coats of cement / jointing compound applied over all joints, angles, fastener heads and accessories. All jointing cement / jointing compound shall be finished evenly and be free of tool marks and ridges in preparation for decoration.

NOTE: Areas where a Level 4 finish is not required are generally considered non-visible or non-habitable areas, such as non-walk-in cupboards and concealed storage areas.

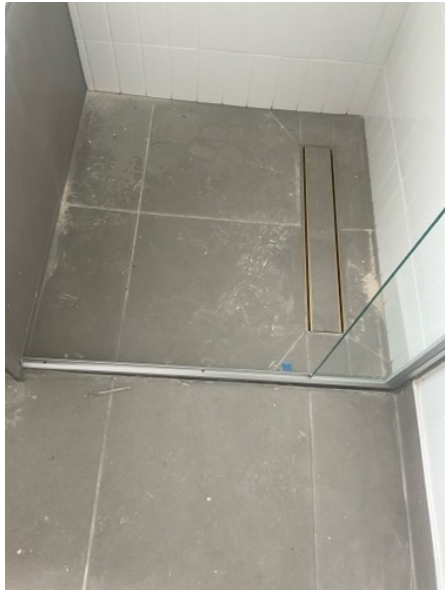


## Defect 1.44

**Location:** Bathroom

**Finding:** General

The noted tile lines to shower waste do not line through, and are inconsistent. See photos below. Noted shower screen incomplete at time of inspection.



## Defect 1.45

**Location:**

Garage

**Finding:**

Door garage / floor slab

Areas require adjustments. Noted area not closing to garage slab. Garage slab short to door section.



## Defect 1.46

**Location:**

Roof Area

**Finding:**

Flashing pieces require rectification.

Areas that are frequently exposed to harsh weather conditions require adequate protection in order to maintain their condition. The pieces to the sections as per documented photos is non compliant or finished adequately, general deterioration is likely to occur at an accelerated rate. If left unattended, water penetration is likely in the short-term future. Adequate flashing will be required to be installed as soon as possible.



## Defect 1.47

**Location:** Garage

**Finding:** Roofing sheets and materials.

Normal installation practices such as drilling and cutting usually leave offcuts and metallic swarf on or around the roof area.

These materials and all other debris, including blind rivet shanks, nails and screws are to be cleaned from the roof area and gutter regularly during the installation process as unsightly staining of the surface due to oxidation of the metal particles will result, leading to corrosion and possible failure of the roofing material or guttering.

Where practicable, the entire installation should be cleaned down with a blower vac, swept, or alternatively, if a water supply is available, hosed down at the completion of the work to remove paint and render etc. This has not been the case to areas observed. There are also areas presenting with scratches and general dints and damages. As per documented photos areas will need to be properly rectified or roof sheeting/ flashings be replaced.





## Defect 1.48

**Location:** Left Side Of Home

**Finding:** Plumbing in ground.

Does not have correct coverage the plumbing regulations stipulate.

Trenches should be excavated to allow for the specified depth of bedding, the pipe diameter and the minimum recommended cover, overlay plus backfill, above the pipes. The Table below provides recommendations for minimum cover.

Minimum Cover

Not subject to vehicular loading 300mm

Loading Condition	Cover, H
	(mm)
Not subject to vehicular loading	300
Subject to vehicular loading – (a) no carriageways; (b) sealed carriageways; (c) unsealed carriageways	450 600 750
Pipes in embankments or subject to construction equipment loading	750





## Defect 1.49

**Location:** Guest Ensuite

**Finding:** Bow to wall (Tile trims lipping.)

The wall is not straight, which has resulted in a visible bow.

The Victorian Building Authority's Guide to Standards and Tolerances clause (9.02) Straightness of Internal and External Wall Surfaces, states that Walls are defective if they deviate from plane (bow) by more than 5mm over a 1.8m 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.

This wall must be properly straightened in accordance with the above requirements.

2/ The noted tile trims exceed the wall line. As per AS 3958.1, lippage must be restricted to 1 mm maximum. We detected tiles that need to be reworked as the lippage exceeds this allowance. Any tile with a lippage that is greater than 1 mm must be reworked.



## Defect 1.50

**Location:** Kitchen

**Finding:** Bench tops, cabinet doors and drawer fronts

Noted areas as marked are chipped and misaligned.

Unless otherwise specified, cabinet door and drawer fronts are defective if they are not aligned, or do not have consistent gaps between them at handover, and can be seen from a normal viewing position.

Where the time limit for defects in bench tops, cabinet doors, drawer fronts and similar joinery is not documented, it is to be taken as six months from completion.



## Incomplete Works

### Incomplete Works 2.01

**Location:** Entry

**Finding:** Down light missing

The construction drawings show a down light to be installed as per electrical drawings. Down light incomplete at time of inspection.



### Incomplete Works 2.02

**Location:** Guest

**Finding:** General

Incomplete works at time of inspection as per documented photos .



## Incomplete Works 2.03

**Location:** All areas

**Finding:** Hinge pins and screws to hinges.

It's recommended all internal hinges to be checked prior to the handover of this home. Hinge pins require rectification in some areas some areas require screws as per documented photos.



## Incomplete Works 2.04

**Location:** All areas

**Finding:** General cleaning.

General cleaning. Areas incomplete.

The Building Commission's, Guide to Standards and Tolerances clause 18.09 Cleaning, states- 'Owners are entitled to expect that the building site and works are clean and tidy on completion. Building works are defective where windows are not clean, floors are not swept, mopped or vacuumed as appropriate, tiles, sinks, basins, troughs, baths, etc. are not cleaned and shelving, drawers and cupboards ready for use.'

Once the cleaners have properly completed all of this work, all of the glazing, mirrors, cupboards, baths, shower bases, shower screens, floor coverings, fixtures and fitting etc. should all be thoroughly checked again for any scratches and damage which may have occurred, prior to handover proceeding.

Photos are provided for your general reference.



Non compliant

## Non compliant 3.01

**Location:** Ensuite

**Finding:** Electrical system incomplete

General areas require rectification. (this was not checked). This can become a safety hazard if live wires are exposed. It is recommended for a licensed electrician to conduct an assessment of the electrical works and rectify where necessary.



## Non compliant 3.02

**Location:** Garage

**Finding:** Flashing

The noted capping flashing is deemed non compliant, the sections observed does not extend down face of wall 50mm as per the National Construction Codes section (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 intervals.

The current configuration is reliant on sealant that will deteriorate overtime.





## Additional comments

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### Building stage completion

Your builder may try to represent to you that because the building surveyor has approved a stage of works then they do not need to address any additional items identified within this report, however this is not true. The building surveyor only operates under and ensures compliance with the Building Act, not the Domestic Building Contracts Act or your building contract, to which they are not party to. Any such representation would only be from someone that is either ill-informed or attempting to mislead you!

While the building surveyor does play a regulatory role in the process of your new homes construction, they are not the final advocate on its quality or its compliance with your building contract or the Domestic Building Contracts Act. You should note that on completion of the construction stage of your home, the building surveyor will issue and certificate of compliance however what most people are never made aware of is that Section 46 Effects of the Building Act clearly states that Compliance permit is not evidence that the building or part of a building to which it applies complies with this Act or the Building Regulations. As a result, there is very little protection for you from the surveyor, other than knowing your home complies with the minimum regulatory requirements of the Building Act.

Nowhere in the Building Act does it state that a surveyors approval overrides compliance with the Domestic Building Contracts Act, and vice-versa. Therefore, your builder has a regulatory obligation to comply with the Building Act and a contractual obligation to comply with the Domestic Building Contracts Act.

### Completion of stage & Final Payment:

For your builder to have reached the completion stage of your home, at which point they are entitled to receive their payment, they must have completed all of their requirements under the Building Act and provided you with a copy of the Certification of the building Permit. They must also have completed your home in a proper and workmanlike manner and in accordance with the plans and specifications; and all work performed by them must also have been carried out with reasonable care and skill.

It should be noted that until your builder has achieved full compliance with these warranties then the works remain incomplete, and the builder would not be entitled to receive payment. The outstanding and newly- identified items documented in the schedules below must be properly addressed by your builder for your home to reach compliance.

## Conclusion

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## Building consultant's summary

### **IMPORTANT PLEASE READ:**

**I have ONLY taken limited photos of the defects in this inspection and attached are photos of some areas ONLY. All areas to the entire property should be checked carefully to identify any further defects that are the same in other locations.**

**THE BUILDER IS RESPONSIBLE TO CHECK AND REPAIR ALL AREAS WITH THE SAME DEFECTOR SIMILAR DEFECTS.**

**In summary the building would not be deemed suitable for handover compared to others of similar stage of construction as it has many noted defects that require rectification.**

**However there are also areas of non completed works identified in which repairs are required as per the National construction code , building regulations and the Standards & Tolerances.**

**Noted items incomplete to many areas. Home requires cleaning both internally and externally.**

Signature of consultant -



## Terms on which this report was prepared

What constitutes defective building work?

Defective building work is defined under the Domestic Building Contract Act 1995 (Vic) (Act) as:

- \* a breach of any of the builder's implied warranties or
- \* a failure to maintain the standard or quality of work specified in the contract.

Failure by the builder to fulfil the builder's obligations to rectify provides grounds under which an owner may make an application to the Victorian Civil & Administrative Tribunal (VCAT) for rectification or damages. If an alleged defect falls within one of the above categories and is notified to the builder within 10 years from the date of Certificate of Occupancy or Certificate of Final Inspection the builder is responsible for rectifying the defect and any consequential damage.

What are the implied warranties?

Under section 8 of the Act, the builder warrants that:

1. the work will be carried out in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract;
2. all materials to be supplied by the builder for use in the work will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the contract, those materials will be new;
3. the work will be carried out in accordance with, and will comply with, all laws and legal requirements;
4. the work will be carried out with reasonable care and skill and will be completed by the date (or within the period) specified by the contract;
5. the home will be suitable for occupation at the time the work is completed;
6. the work and any material used in carrying out the work will be reasonably fit for purpose where such particular purpose has been stipulated by the owner.

Subsequent home owners should note that warranties run with the building and therefore they may be entitled to make a claim as long as the claim falls within the 10 year limitation period set out above.

Guide to Standards and Tolerances

In practice, whether works are defective are best assessed by an experienced consultant. A resource utilised by such experts is the Guide to Standards and Tolerances 2015. This publication is available for free and can be downloaded from the VBA website. It sets out levels of performance for all the key installations in a domestic home. For example, in relation to 'straightness of internal and external wall surfaces' the guide states that 'walls are defective if they deviate

relation to 'straightness of internal and external wall surfaces' the guide states that 'walls are defective if they deviate from plane (bow) by more than 4mm within any 2m length of wall'.

The Building Code of Australia (BCA) is contained within the National Construction Code (NCC) and provides the minimum necessary requirements for safety, health, amenity and sustainability in the design and construction of new buildings (and new building work in existing buildings) throughout Australia.

## TERMS & CONDITIONS

1. The purpose of our inspection is to identify any defects in the finishes and the quality of those finishes presented by the builder at the stage of works nominated on the front of this report. This report contains a schedule of building defects that in the writer's judgement do not reach an acceptable standard of quality, level of building practice, or have not been built in a proper workmanlike manner relative to the Building Code of Australia, the relevant Australian Standards or the acceptable standards and tolerances as set down by the Building Control Commission.

### 2. Scope

Our engagement is confined to that of a Building Consultant and not that of a Building Surveyor as defined in the Building Act, of 1993. We therefore have not checked and make no comment on the structural integrity of the building, nor have we checked the title boundaries, location of any easements, boundary setbacks, room dimensions, height limitations and or datum's, glazing, alpine and bush-fire code compliance, or any other requirements that is the responsibility of the Relevant Building Surveyor, unless otherwise specifically noted within this report.

### 3. Assumed Finishes

Our inspection was carried out on the quality of the fixtures and finishes as installed, and no investigation of any documentation or statutory requirements was carried out to verify their correctness.

### 4. Documentation

Unless otherwise noted any contractual documentation made available to us during our inspection is only viewed on an informal basis and we make no certification that the building has been constructed in accordance with them.

### 5. Non-Destructive Inspection

Unless otherwise noted our inspection was carried out on a non-destructive basis and exclude anything that would have require the removal of any fixtures, fittings, cladding, insulation, sisalation , roofing, lining materials, excavated of any soil or the removal of any part of the plastic membrane.

### 6. Measurements/Levels

Unless otherwise noted all measurements have been taken with a standard ruler, and levels with either a 900 or 2100mm long spirit level.

### 7. Services, Appliances, Plants and Equipment

Unless otherwise noted, we did not test or check for appropriateness, capacity, correct installation or certification of any service, appliances, plant and equipment, i.e. heaters, hot water units, air conditioners, ovens, hotplates, dishwashers, range hoods, spa pump, electrical wiring, gas lines, electricity and water supply, sewer, stormwater and agricultural drains.

### 8. Client Use

This report has been prepared for the exclusive use of the client/s whose name/s appear/s on the front of this report. Any other person who uses or relies on this report without the authors written consent does so at his or her own risk and no responsibility is accepted by the author of this report for such use and or reliance.

### 9. Report Reproduction

This report cannot be reproduced in part; it must only be done so in full.

### 10. Reference

Any reference contained within this report to the Building Code of Australian, an Australian Standard, a manufacturers technical data sheet or installation instruction is neither exhaustive nor a substitute for the original document and are provided as a guidance only. The author of this report for the use or reliance upon of the part references contained within this report will accept no responsibility.

### 11. Report Exclusions

- a) Defects in inaccessible parts of the building including, but not limited to, the roof space and or the sub-floor area unless otherwise noted,
- b) Defects not apparent by visual inspection, or only apparent in different weather or environmental conditions as to

unless otherwise noted,

- b) Defects not apparent by visual inspection, or only apparent in different weather or environmental conditions as to those prevailing at the time of the inspection,
- c) Defects that we did not consider significant enough to warrant any rectification work at the time of our inspection,
- d) Defects outside the scope of the client brief
- e) Check measure of rooms, walls and the overall building, for size, parallel and squareness unless otherwise noted,
- f) Landscaping, retaining walls or any structures outside the roofline of the main building unless otherwise noted,
- g) Enquiries of Council or any other Authorities,
- h) Investigation for asbestos and or soil contamination,
- i) Investigation for the presence of any termites or borers and for the correct installation of any termite barriers and or other risk management procedures or devices. As a performance-based code, it sets the minimum required level for the safety, health, amenity, accessibility and sustainability of certain buildings. The National Construction Code is Australia's primary set of technical design and construction provisions for buildings. The Australian Building Codes Board, on behalf of the Australian Government and each State and Territory government, produces and maintains the National Construction Code. The builder must ensure it complies with the relevant building code ,regulations and building acts.
- j) Defects only apparent under artificial light or in different weather/ environmental conditions.

Defects not considered significant enough to warrant any rectification work at the time of our site visit.

Defects that we consider to be Work in Progress or already clearly marked for rectification by your builder while they were onsite.

## 12. VCAT Suitability

Unless specifically noted this report has not been prepared in line with the requirements of Practice Note VCA. Should you require a compliant report our rates are charged at \$350 per hour for to comply with practice note VCA. For full pricing POA. We can also attend the tribunal with you. Our minimum charges apply, rates are charged at \$350 per hour minimum 4 hours.

13. Please note that certain trades are required to be licensed tradesman and are therefore required to provided certificates of compliance upon completion as complying with relevant codes and regulations. New Home Building Inspections does not certify workmanship of such trades but relies on licensed trade certification. The client should consult with the builder to ensure all compliance certificates are made available at the time of handover. Entry to site was obtained under the Building Act, 1993, section 240 and the Domestic Building Contracts Act, 1995, part 2, section 17 and 19. We act and make limited representations under the direction of the dwellings owners under these two acts. Our visits are carried out on the quality of the finishes, fixtures, fittings and materials as installed at the time of our site visit and we rely on as fact that they have been installed in accordance with and as specified on the plans and/or their manufacturer's installation instructions and general mandatory requirements. Due nature that our site visits and reports are produced If the client as named in this report report believes there is an omission, discrepancy and ambiguity within the report and site visit they must notify our Office immediately upon receipt of it, via email, for clarification of their suspected discrepancy and/or ambiguity as no claims will be accepted by us 3 months after the delivery of each inspection report.

(To be read in conjunction with any previous reports.)

Thanks for choosing us as your building consultants.

Domestic Building Group Pty Ltd. T/A  
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Independent Building Consultants.

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