



ABN 12 115 961 487  
PO Box 88  
Bacchus Marsh Vic 3340  
Phone: (03) 5366 6900



**Site Address:**

**Client Name:**

**Phone #:**

**Email:**

<b>Dwelling type:</b>	House and Garage.
<b>Dwelling configuration:</b>	Double Storey
<b>Nature of works:</b>	New Building.
<b>Stage of inspection:</b>	Fixing & Waterproofing.
<b>Construction Type:</b>	Hebel.
<b>Garage:</b>	Attached.
<b>Foundations:</b>	Slab.
<b>Builder:</b>	

## **Client Brief**

I was instructed to inspect the client's new home to write a report as to the overall installation of all items required to construct a new home to completion stage. Our role is to assist the clients in outlining any issues that may be identified as being within the scope of the builder to ensure that all construction items are correctly constructed and completed in a workman like manner and meet with all relevant codes and industry practises. As such the client has engaged our services to assist with this report.

## **Inspection and Report**

Our Inspection is a visual inspection of the overall finishes and the quality of those finishes presented by the Builder. This Report is a list of items that in our judgement 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 Code of Australia, (BCA's) the Building Regulations, any relevant Australian Standards and the acceptable standards and tolerances as set down by the Building Commission.

## **Access**

Access was gained to all required areas of the residence.

## **Report Conditions**

The terms and conditions that our site inspection and this report are carried out and supplied under are listed on the last page of this report.

The building process is progressive and items in this report may or may not be covered during the build by materials installed over a documented defect. We recommend that all clients book a reinspection and state that the builder must present all defects rectified prior to moving forward with the build. All items that we are unable to look at from a previous report will not be included in any future reports. We will use all endeavours to ensure rectification, however we are limited to non-destructive method of detection.

## Summary

The results of our inspection have been fully detailed in the attached schedule of Building Defects.

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 top of the cover page.

Please note: **A fee of \$350.00 per hour**, or part thereof, plus GST will be charged for any clarification required by the builder, or any of the builders' employees, and a purchase order for same will be required prior to any contact between Darbecca Pty Ltd and the builder.

An inspection was conducted at the above address on 10/02/2021 for the purpose of a general home inspection, requested by the 'client'.

The inspection was conducted without the 'client' present, and details exterior and interior.

The weather was fine at the time of the inspection.

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.

## **Schedule of Defects:**

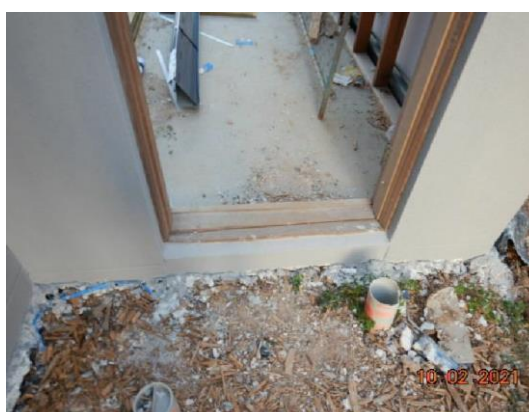
**All completed items have been removed from the report, along with any items we are unable to inspect due to the progression of works.**

### **Defects, observations and other related comments from the Fixing & Water Proofing Inspection on the 10/02/2021:**

1.

**Victorian Domestic Building Contracts Act; Part 9 s.137:** - The vendor (builder) warrants that materials must be good and suitable for the purpose which they are used. Unless otherwise stated in the contract, materials shall be new.

- (b) the vendor warrants that all materials used in that domestic building work were good and suitable for the purpose for which they were used and that, unless otherwise stated in the contract, those materials were new; and
- (c) the vendor warrants that that domestic building work was carried out in accordance with all laws and legal requirements, including, without limiting the generality of this warranty, this Act and the regulations.



2.

**NCC 2019; Part 2.2 Damp and Weatherproofing:** - A building including any associated site work must be constructed in a way that protects people and other property from the adverse effects of redirected surface water.

Temporary downpipes have not been installed to this dwelling; the excess surface water should be avoided.

## Part 2.2 Damp and weatherproofing

### Explanatory information:

#### Objective

##### O2.2

The Objective is to—

- (a) safeguard occupants from illness or injury and protect the building from damage caused by—
  - (i) *surface water*; and
  - (ii) external moisture entering a building; and
  - (iii) the accumulation of internal moisture in a building; and
  - (iv) discharge of *swimming pool* waste water; and
- (b) protect *other property* from damage caused by—
  - (i) redirected *surface water*; and
  - (ii) the discharge of *swimming pool* waste water.

#### Functional statements

##### F2.2.1 *Surface water*

A building including any associated *sitework* is to be constructed in a way that protects people and *other property* from the adverse effects of redirected *surface water*.



### 3.

**Standards Australia HB 39:** - The gutters and roof sheeting must be fully cleaned of metal particles, roof screws, pop rivets, mortar, paint, and the like.

The roof and gutter installation to this dwelling has not met this requirement.



### 3.6 CLEANING UP

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.



### 4.

We noted the plaster wall below the cornice in a few areas is showing a noticeable bow. This bow is causing visible thickening of the cornice adhesive at the junction to the cornice bottom edge.

The builder will need to plaster float these areas to present a flat plastered surface that aligns evenly to the cornice underside. Thus, ensuring a proper finish with reasonable care and skill.





## 5.

There are a few areas in the home that exceed the allowance of 4 mm tolerance over 2 m, please refer to photographs below.

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.

### 4.03 Straightness of steel and timber frame surfaces

Frames are defective if they deviate from plane (horizontal or vertical bow) by more than 4 mm in any 2 m length of wall. Refer to Diagram E.

We also refer the builder to AS 2589, clause 4.2.2.

#### 4.2.2 Finished framing deviations and tolerances

The deviation in the position of the bearing surface of the finished framing immediately prior to installation of lining from a 1.8 m straight edge shall not exceed the values given in Table 4.2.2 when measured over a 1.8 m span at any point [see Figure 4.2.2(A)].

Where the dimensional tolerances of the fixing surface plane fall outside these tolerances, a suitable levelling system shall be used [see Figure 4.2.2(B)].

For wall and ceiling framing that is in accordance with the dimensional tolerances of this Clause, gypsum linings may be fixed directly to the framing with an appropriate fastening system in accordance with Clause 4.4.3.

**TABLE 4.2.2**  
**DEVIATION IN THE POSITION OF THE**  
**BEARING SURFACE OF THE FINISHED FRAMING**

Substrate type	Levels 3 and 4		Level 5	
	Deviation of 90% of area mm	Deviation of remaining area mm	Deviation of 90% of area mm	Deviation of remaining area mm
Steel and timber framing, and battened masonry	4	5	3	4

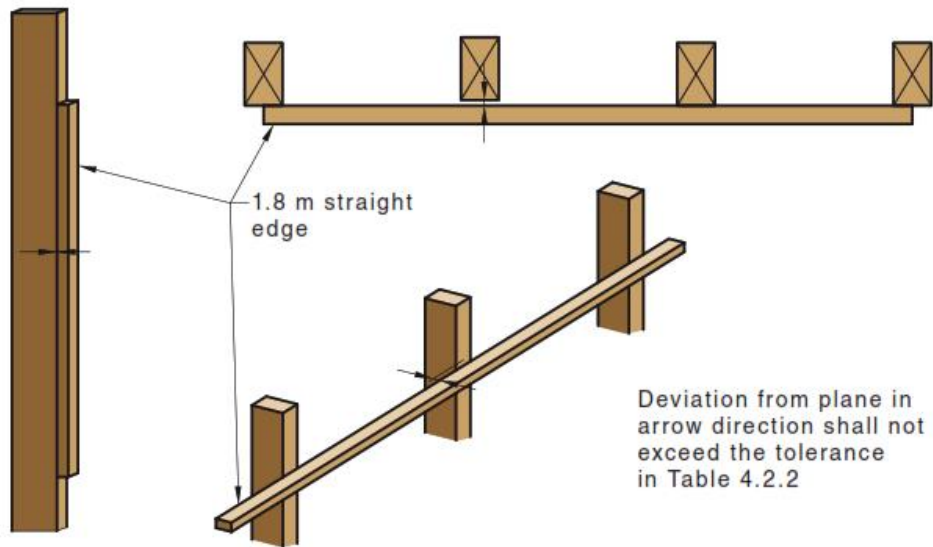
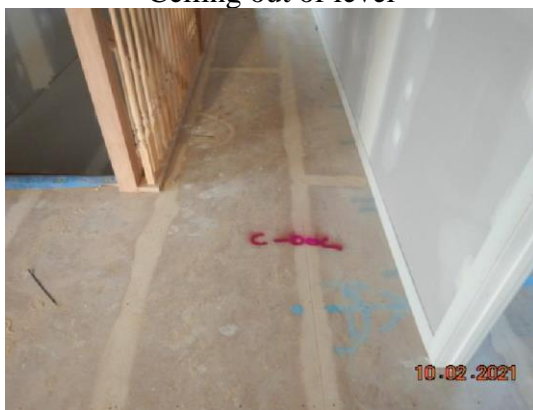


FIGURE 4.2.2(A) ASSESSING FRAMING TOLERANCE



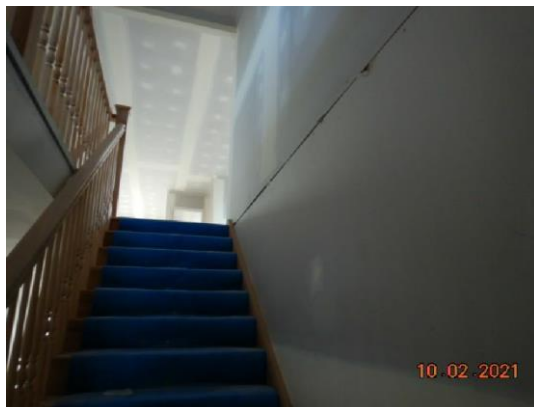
Ceiling out of level



Ceiling out of level







Out of alignment



Out of alignment

## 6.

It was noted that there is plaster that has been wetted and possibly soaked through. Below is an extract released by the Gypsum Association on the matters of plaster wetting and when the plaster should be replaced.

### ASSESSING THE NEED FOR REPLACEMENT OF GYPSUM BOARD

When gypsum board is exposed to elevated levels of moisture, an assessment of the potential damage to the gypsum board must be made as to whether board exposed to these conditions must be replaced. Gypsum board may experience limited intermittent exposure to moisture from a variety of sources, such as improper storage, construction or design defects, water leaks, and janitorial activities. Gypsum board exposed to water should be replaced unless all of the following conditions are met.

- The source of the water or moisture is identified and eliminated.
- The water or moisture to which the gypsum board was exposed was uncontaminated<sup>1</sup>.
- The gypsum board can be dried thoroughly before mold growth begins (typically 24 to 48 hours depending on environmental conditions).
- The gypsum board is structurally sound and there is no evidence of rusting fasteners or physical damage that would diminish the physical properties of the gypsum board or system.

If the plaster was not dried within 24 to 48 hours and you have concerns about mould, we suggest you seek to have the builder check for and remove any potential mould.

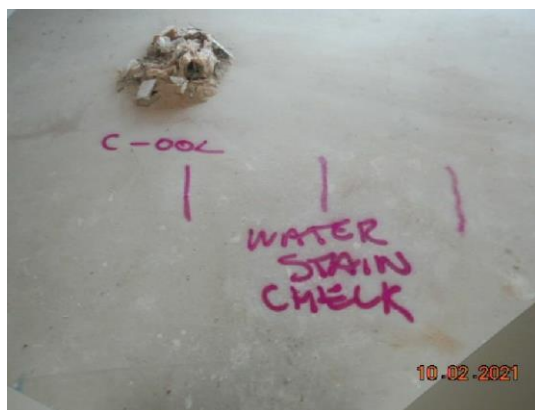
Failing this we suggest you contact:

Dr Cameron Jones

<http://www.drcameronjones.com>

1300132350 OR 0414998900

[cameron@drcameronjones.com](mailto:cameron@drcameronjones.com)



7.

**AS 3740; 3.17:** - Architraves and door jambs shall finish above the floor tiling where possible. Any portion below the floor tiling shall be waterproofed.

Architraves and / or door jambs do not meet this requirement.

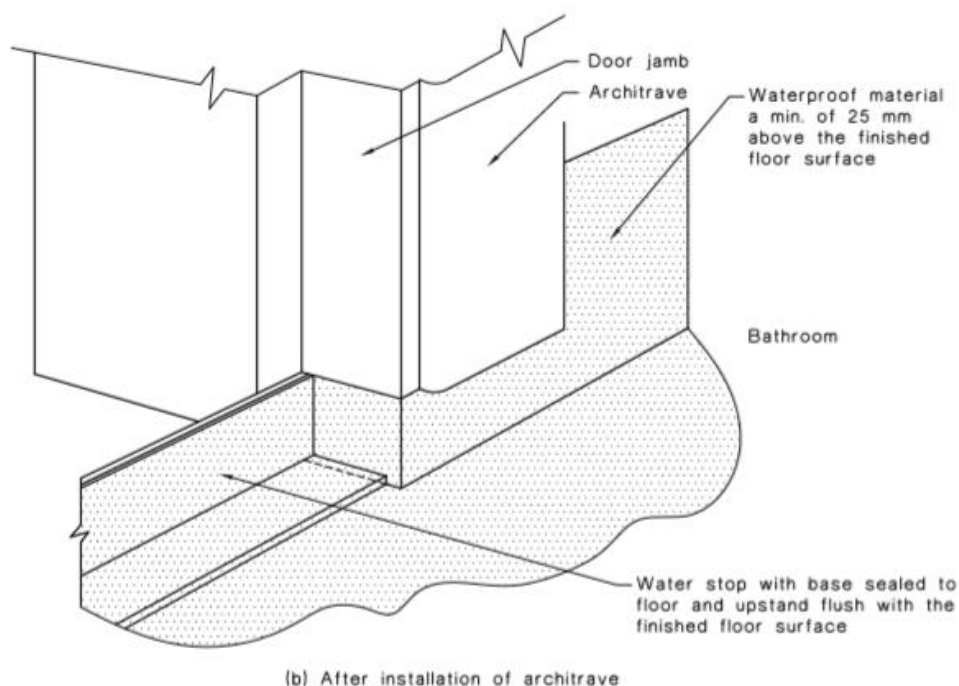
**Note: Trimming of the architraves whilst in place must be done with extreme care so as not to damage the waterproofing membrane.**

### 3.17 DOORJAMBS AND ARCHITRAVES

Where the bottom of doorjambs and architraves do not finish above the floor tiling, the portion of the doorframes and architraves below the floor tiling shall be waterproofed to provide a continuous seal between the perimeter flashing and the water stop.

NOTES:

- 1 For typical door detail, see Figure 3.3.
- 2 Where possible, the doorjambs and architraves should be installed above the floor tiling.

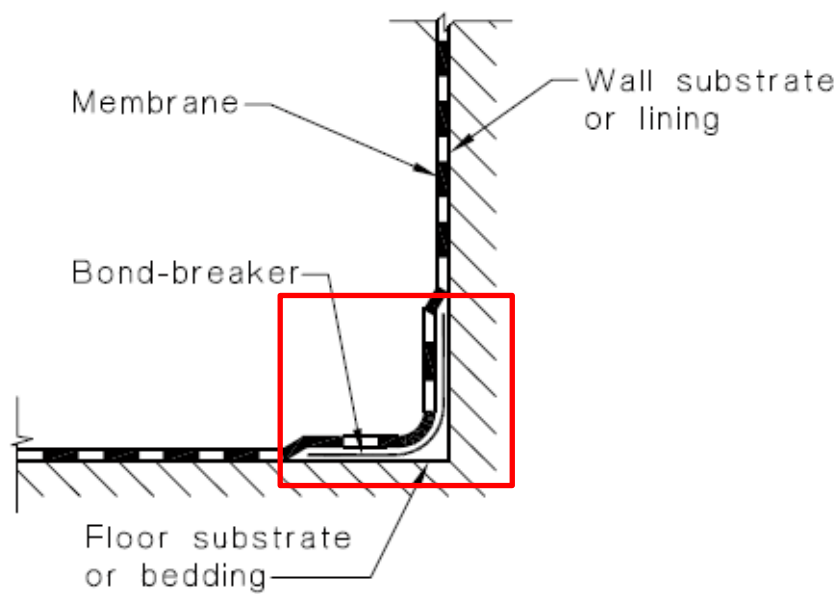


**FIGURE 3.3 TYPICAL BATHROOM DOOR DETAIL FOR WHOLE BATHROOM WATERPROOFING**



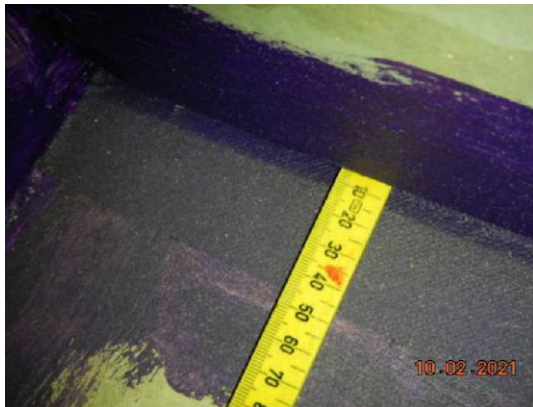
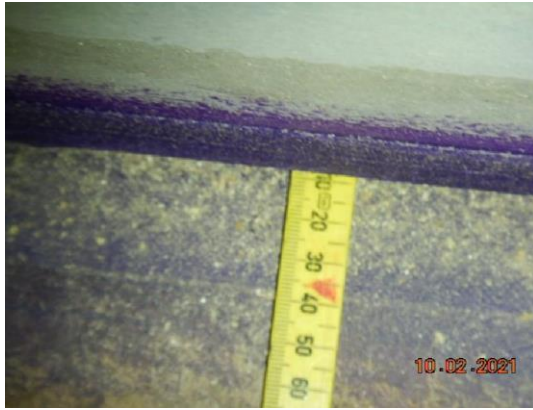
# 8.

The floor junctions to all wet areas have not been waterproofed as per AS 3740. The junction is to be installed with bond breaker and as per the extract below.



(b) Class II membrane





All areas to comply

#### 9.

A small number of window and door frames are presenting out of plumb more than the 4 mm over 2 m tolerance.

All windows and doors will need to be plumb and level.

### 4.03 Straightness of steel and timber frame surfaces

Frames are defective if they deviate from plane (horizontal or vertical bow) by more than 4 mm in any 2 m length of wall. Refer to Diagram E.

We also refer the builder to AS2047 - 1999 window design and installation.



**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.

Windows shall only be installed in locations for which they are designed in accordance with this Standard.

Window assemblies shall be fixed into the building using recognized building practices. Fixing shall not deform the window assembly. Non-load-bearing window assemblies shall not carry building loads.

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

NOTE: Window manufacturers' installation procedures may need to be followed for particular installations.



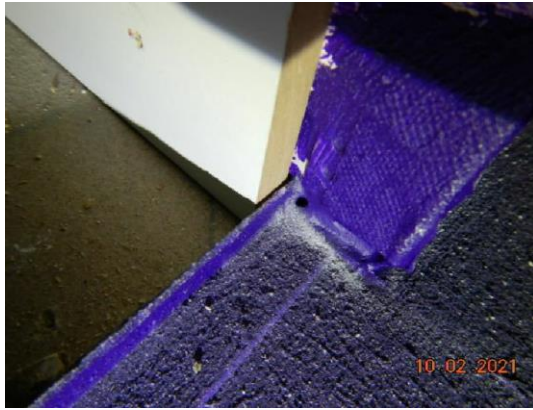
## 10.

We noted some small holes, cracks, or gaps in various sections to the waterproof membrane in wet areas (marked with blue tape).

All areas must be sealed waterproof in accordance with the NCC Volume 2 and the manufactures specifications.

**Waterproof** means the property of a material that does not allow moisture to penetrate through it.





# 11.

We noted dirty boot prints presenting on the waterproof membrane, as documented in the photographs below. The concern is potential damage to the membrane from scratches, possibly from dirt abrasion or scuffs from debris caught in the soles of footwear. All areas should be protected.

We refer the builder to AS 3740.

## 3.5 CURING OF MATERIALS

Materials shall be cured adequately for their intended use.

NOTE: The membrane should be protected from physical and/or chemical damage until covered by the finished surfaces.



## 12.

The concrete and timber floors to the dwelling have areas showing out of level.

The allowance is 4 mm over 2 m. All floors to the dwelling must be levelled to 4 mm over 2 m. The builder cannot claim the 10 mm allowance in any given room if he has breached the allowance of 4 mm over 2 m. These out of level and bowed floor areas are marked with spray paint.

The builder will need to level the floors to the allowance.

### 2.08 Levelness of concrete floors

Except where documented otherwise, new floors are defective if within the first 24 months of handover they differ in level by more than 10 mm in any room or area, or more than 4 mm in any 2 m length. The overall deviation of floor level to the entire building footprint shall not exceed 20 mm. Refer to Item I of this Guide where the new floor is to abut an existing floor.

Note -

→ Denotes direction of fall



## 13.

We noted the plaster wall above the skirtings in a few areas is showing a noticeable bow. This bowing has come about following the carpenter straightening the skirting because of excessive plaster build-up at the external corners. If filled with no more gaps, this wall bowing will cause visible unsightly thickening of the skirting top edge at the junction to the wall.

The builder will need to plaster float these areas to present a flat plastered surface that aligns evenly to the skirting.

### 4.03 Straightness of steel and timber frame surfaces

Frames are defective if they deviate from plane (horizontal or vertical bow) by more than 4 mm in any 2 m length of wall. Refer to Diagram E.



We also refer the builder to AS 2589, clause 4.2.2.

#### 4.2.2 Finished framing deviations and tolerances

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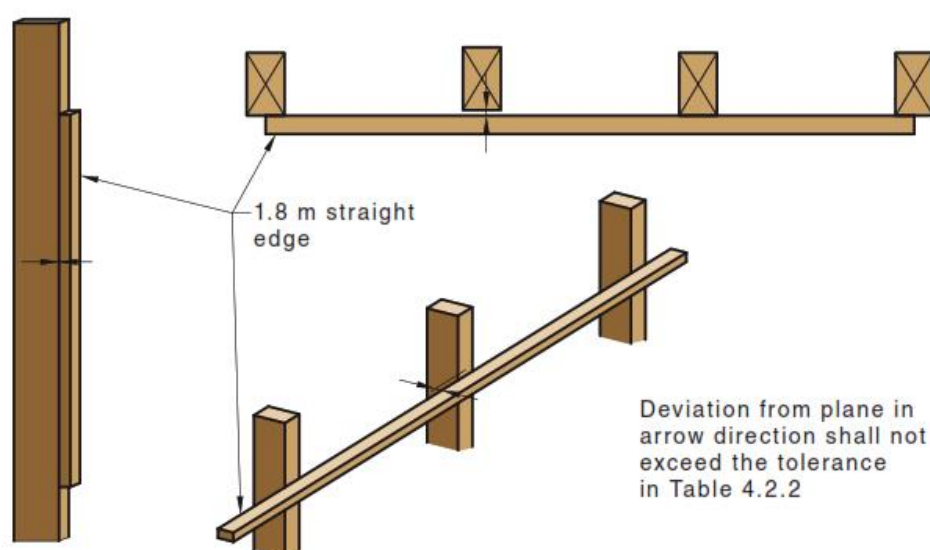


FIGURE 4.2.2(A) ASSESSING FRAMING TOLERANCE



14.

**Domestic Building Contracts Act 1995:** - The builder warrants that all work will be carried out in a proper and workmanlike manor, with reasonable care and skill.

The following items will need to be completed or repaired same.

*Domestic Building Contracts Act 1995*  
*Act No. 91/1995*

Part 2—Provisions that Apply to all Domestic Building Contracts

s. 8

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**PART 2—PROVISIONS THAT APPLY TO ALL DOMESTIC  
BUILDING CONTRACTS**

**Division 1—General Warranties<sup>4</sup>**

**8. Implied warranties concerning all domestic building  
work**

The following 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;



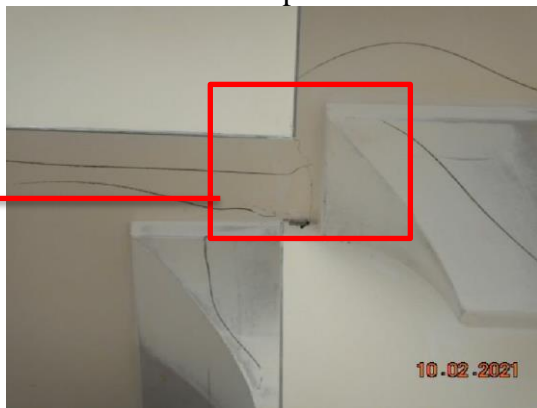
- (d) the builder warrants that the work will be carried out with reasonable care and skill and will be completed by the date (or within the period) specified by the contract;



Incomplete



Incomplete



Cornice short



**Rectification Required: YES**

TERMS & CONDITIONS OF  
Darbecca Pty Ltd

# SITE INSPECTION AND REPORT

## 1. Purpose

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 as supplied by Darbecca ABN 12 115 961 487. 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 Darbecca Pty Ltd or the author of this report for such use and or reliance.

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## 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. Darbecca Pty Ltd or 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 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 wall/s, 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.
- j)** Defects in relation to PVC sewage and storm water pipes are not covered in this inspection. Clients must seek the services of a licenced plumber to check all sewage and storm water pipes.

### **12. VCAT Suitability**

**Unless specifically noted this report has not been prepared in-line with the requirements of Practice Note VCAT 2. If you wish to have this report converted to a VCAT 2 Practice Note, please contact our office on 03 5366 6900.**