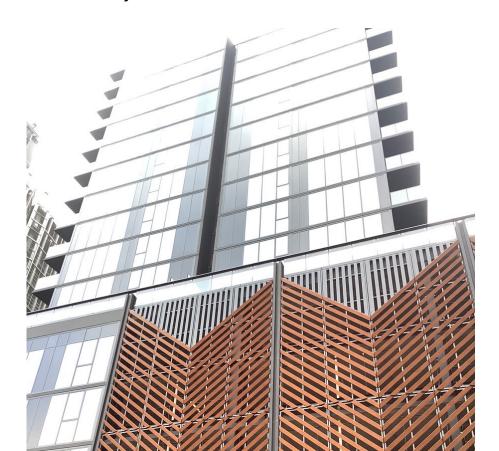


# New Construction-Handover Report (Apartment)

Inspection Date: 29 Jul 2020

Property Address: Footscray Area



# **Contents**

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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 Page 3

# **Inspection details**

Property Address: Footscray Area

Date: 29 Jul 2020

Report Type: New Home Construction

## Client

Name: Private

Email Address: Private

Phone Number: Private

## Consultant

Name: Les Camilleri

Email Address: les@masterpropertyinspections.com.au

Licence / Registration Number: A25361

Company Name: Master Property Inspections

Company Address: Victoria

Company Phone Number: 0411 807766

General description of property Page 4

# **General description of property**

**Building Type:** Apartment Number of Storeys: Single storey Siting of the building: Not Applicable Gradient: Not Applicable Site drainage: Not Applicable Orientation of the property: The facade of the building faces west Note. For the purpose of this report the façade of the building contains the main entrance door. Weather conditions: Dry

## Primary method of construction

Main building – floor construction:

Concrete Panels, External light weight walling system, External cladding, Metal Sheeting

Main building – roof construction:

Not Applicable

Other timber building elements:

NOT APPLICABLE

Other building elements:

Balcony

General description of property

Page 5

# Special conditions or instructions

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

PAINT IN PARTICULAR WILL REQUIRE CAREFUL & DETAILED CHECKING & REPAIRS, FROM THE WALLS, TIMBER WINDOW TRIMS, SKIRTINGS, CEILINGS, ETC.

Accessibility Page 6

# **Accessibility**

## 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
- Part exterior and balcony area

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

#### **Obstructions and Limitations**

The following obstructions may conceal defects:

- Flooring
- Plaster Installation is a HIGH obstruction in this particular property.

Obstructions increase the risk of undetected defects, please see the overall risk rating for undetected defects.

### Inaccessible Areas

The following areas were inaccessible:

- Not Applicable

Any areas which are inaccessible at the time of inspection present a high risk for undetected building defects. The client is strongly advised to make arrangements to access inaccessible areas urgently.

Summary Page 7

# **Summary**

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 safety hazards	Not Found
Evidence of non compliant works	Found
Evidence of substandard workmanship	Not Found
Evidence of incomplete works	Found

## Additional specialist inspections

It is Strongly Recommended that the following Inspections and Reports be obtained prior to any decision to purchase the Property and/or before settlement. Obtaining these reports will better equip the purchaser to make an informed decision.

- Re-Inspection By Master Property Inspections.

# **Significant items**

# Safety Hazard

No evidence was found.

Non Compliant

#### **Non Compliant 2.01**

Location: Sealant / Caulking - All Areas

Finding: Sealant / Caulking - Wet Areas & Junctions.

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 areas to the entire property should be checked carefully to identify any further defects of the same type.

Defective Caulking To Cabinetry, Bench Tops, Tile Junctions, Cabinetry/Plaster Junctions, Etc.

It was noted on inspection that sealant is missing, inadequate and/or not completed to a tradesmens like finish.

This may include floor edges, kitchen benches/splashbacks, vanities, cabinetry/plaster junctions, bath edges and shower floor/wall corners, etc.

Particular care should be considered to all wet area adjoining surface joints & junctions

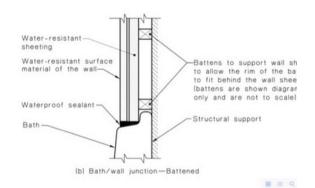
This must be completed prior to handover.

#### GUIDE TO STANDARDS AND TOLERANCES 2015

10.09 Sealing around benches and items installed in benches

Where required, junctions between bench tops and adjoining surfaces are defective if they are not sealed with a suitable flexible sealant of matching or agreed colour.

Seals around items such as sinks, hand basins or the like are defective if the joint leaks or they are not installed in accordance with the manufacturer's installation requirements.



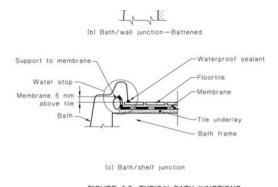
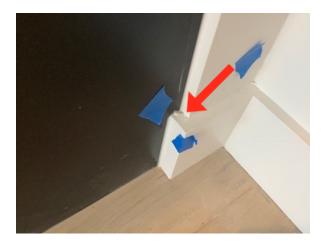


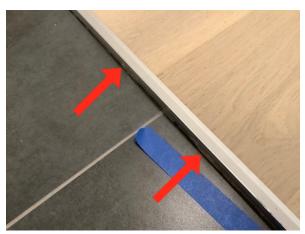
FIGURE 3.2 TYPICAL BATH JUNCTIONS













#### Non Compliant 2.02

Location: Painting - All Areas

Finding: Painting - Defective (AS2311)

The paint defect photos in this report are just a generalisation and are not all the different types of defects to the paint on the walls, ceilings, architraves, skirtings, exterior timbers, exterior painted areas, garage and any other areas that require plaster & re-painting. These are just a small amount of the types of paint defects to this building and are NOT all the paint defects to all areas.

All AREAS to the entire property should be checked CAREFULLY to identify any further paint and plaster defects to the entire property, as these defects are in other areas of the property.

IT IS IMPORTANT TO NOTE THAT WE HAVE ONLY PLACED TEMPORARY SMALL PIECES OF TAPE TO ONLY SOME AREAS TO INDICATE THE TYPES OF REPAIRS. IT IS IMPORTANT TO NOTE THAT ALL AREAS TO THE ENTIRE BUILDING MUST BE INSPECTED AND REPAIRED BY THE APPROPRIATE TRADES APPLICABLE.

I HIGHLY RECOMMEND that the painter inspects ALL rooms and ALL areas of the building carefully to all the timber work including the skirting, architraves and doors.

I HIGHLY RECOMMEND that the painter inspects ALL rooms and ALL areas of the building carefully to all the walls and ceilings as the paint does not meet the Australian Standards and Standards and Tolerances.

All plaster work and plaster patching along with all the sanding and preparation to all the areas for repair to the plaster and timber work will require to be completed first and then the paint work.

The paint work is inconsistent with orange peal in some areas and smooth in others or chips, scratches, runs and or imperfections.

With out treating this home with a detailed overall inspection by the painter to the sanding, patching to the timber work and plaster work to the walls and ceilings in areas required to building, the paint job will not be a level 4 finish.

Areas were identified where the surface finish of the painting was found to be defective. This includes areas of minor blemishes, missing painting, over-painting, paint runs, sags, lack of paint and/or wrinkling of paint finish.

Paint irregularities will be apparent in different light conditions and are often hidden from view in low light conditions.

During New Construction Inspections, any irregularity in the paint finish surface is considered a detraction from the area's overall appearance, and is therefore considered to be a minor defect.

An allowance is made for critical light conditions for a Level 4 finish, which is the default level for plaster surfaces. Additional painting requirements have been marked up in ONLY some areas as a guide.

These finishes should be sanded back, filled, levelled and painted as applicable. The painting contractor should be appointed to perform the necessary works prior to final handover.

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Guide To Standards and Tolerances 2015.

#### 12.02 Surface finish of paintwork

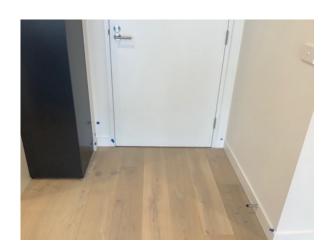
Paintwork is defective if the application has blemishes such as paint runs, paint sags, wrinkling, dust, bare or starved painted areas, colour variations, surface cracks, irregular and coarse brush marks, sanding marks, blistering, non-uniformity of gloss level and other irregularities in the surface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

skirtings, architraves, glazing and other finished edges.

#### 13 VBA | GUIDE TO STANDARDS AND TOLERANCES 2015

Generally, variations in the surface colour, texture and finish of walls, ceilings, floors and roofs, and variations in glass and similar transparent materials are to be viewed where possible from a normal viewing position. A normal viewing position is looking at a distance of 1.5 m or greater (600 mm for appliances and fixtures) with the surface or material being illuminated by 'non-critical light'1 .Non-critical light means the light that strikes the surface is diffused and is not glancing or parallel to that surface.

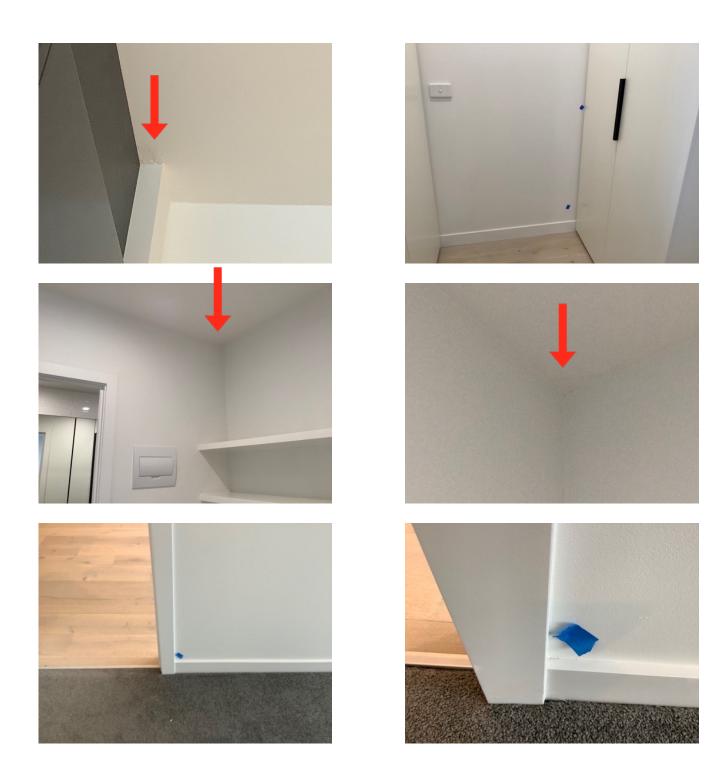
Non-critical light means the light that strikes the surface is diffused and is not glancing or parallel to that surface.



















#### **Non Compliant 2.03**

Location: Cleaning - All Areas

Finding: Cleaning Defective - Floors, Tiles, Glass, Bathroom fittings and fixtures, Etc

I have ONLY taken LIMITED photos of this defect and attached are LIMITED photos of this

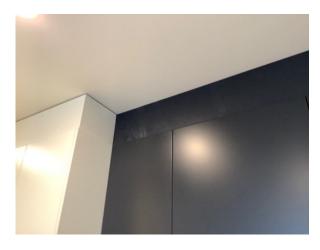
defect in SOME AREAS ONLY.

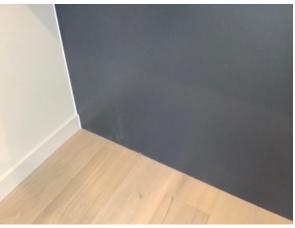
All AREAS to the entire property should be checked CAREFULLY to identify any further defects that are the same, as this defect is in other areas of the property.

It was identified that the cleanliness and degree of finish for fixtures and fittings is substandard. Fittings and fixtures including sinks and bathtubs are required to be as new prior to handover. Evidence of damage marks scuffs and dirt need to be removed where present.

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, walls, stairs, garage floor, fixtures and fitting etc, should all be thoroughly checked again for any scratches and damage which may have occurred, prior to handover proceeding.

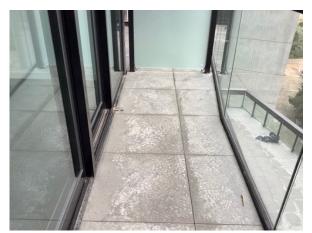






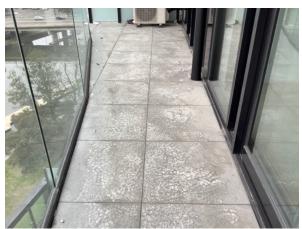






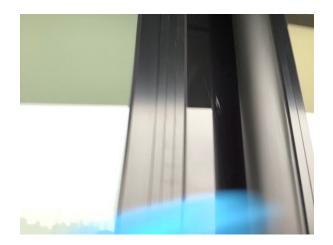














## Non Compliant 2.04

Location: Cleaning - All Areas

Finding: Cleaning - debris on site at handover.

It was observed that builder's debris was present on site at handover. This is a defect with

reference to Standards and Tolerances.







#### Non Compliant 2.05

Location: Cabinet Doors - All Areas

Finding: Cabinet doors - misaligned

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.

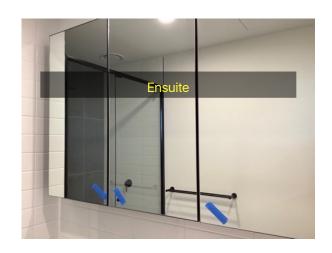
All areas to the entire property should be checked carefully to identify any further defects of the same type.

It is observed that some of the cabinet doors are not aligned and / or have inconsistent gaps between the doors.

The gaps around the door vary in their finished widths.

The Building Commissions, Guide to Standards and Tolerances clause 8.04 Internal Door Clearances, states- 'The installation of doors is defective if within three months of completion, clearances between door leaves and frames and between adjacent door leaves 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'

The gaps around these doors must be adjusted to comply with this tolerance.







#### Non Compliant 2.06

Location: Colourbond - All Areas

Finding: Colourbond Coating & Powder coat finish Scratched and/or Damaged.

The colorbond / powder coat finish has had its prefinished painted coating scratched,

exposing the base metal, which cannot be correctly repaired on site.

BlueScope Steel, the manufacturer of colorbond steel state on their web site that -'BlueScope steel does not recommend the use of touch up paints on Colorbond steel' and that 'Our recommendation is not to touch up. Minor scratching will not affect the life of the sheet and is rarely obvious to a casual observer. Should damage be substantial, replace the sheet.

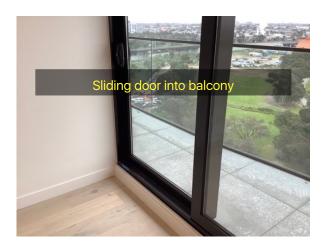
We particularly recommend against the use of spray cans, as these can result in overspraying of surrounding areas. The problem might not be immediately obvious, but since overspray paint weathers at a different rate to the oven dried paint on Colorbond steel you'll eventually be left with an unsightly blemish on the sheet'.

The affected damaged sections will need to be replaced.

All finished surfaces must be clean and free of defects at hand over to comply with the Standards and Tolerances guide.

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 areas to the entire property should be checked carefully to identify any further defects of the same type.









#### **Non Compliant 2.07**

Location: Damages/ Faults - Internal

Finding: Damages/ Faults - Appliances / Fittings / Tiles, Etc

All areas to the entire property should be checked carefully to identify any further defects of

the same type.

It is identified that damage or faults affecting tiles, appliances and / or fittings supplied as part of the building contract have occurred. Where this is due to the builder's workmanship or damage occurring during construction it is considered a defect with respect to Standards and Tolerances - 18.02.

All items must be AS NEW WITHOUT COMPROMISE.





#### Non Compliant 2.08

Location: Tiled Areas

Finding: Tile grout (AS3958) - Unfinished

Areas of grouting were identified in this area which are not applied or installed to the requirements of AS3958.1.

Where grouting is missing or incomplete, the area is not sealed against water penetration, increasing the likelihood of water damage to flooring and other associated building elements. Also

Areas where the tile grout does not finish to the cushion on cushion edge tiles and / or flush with square edge tiles (except for tooling) is considered a defect with reference to AS3958.1.

Adequate repair to grouting for all the above defects and must be applied to the affected area prior to final handover.

Grouting is defective if it is not carried out in accordance with the requirements of Clause 5.7 of AS 3958.1.

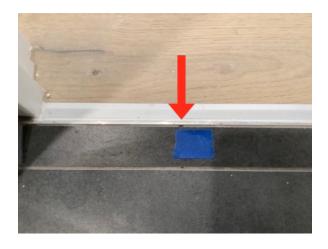
Joints are defective if they are not, as far as is practicable, of consistent width and can be seen from a normal viewing position.

Finished grout is defective if it is not uniform in colour, smooth, without voids, pinholes or low spots.

- a) The top surface of the grout may be tooled to provide a contoured depression of no deeper than 1 mm for up to 6 mm wide joint and up to 2 mm for a 6-10 mm wide joint (clause 5.7(e) of AS 3958.1).
- b) Joint widths for floor tiles should not exceed 3 mm for pressed tiles and 6 mm for extruded tiles (clause 4.6(c)(i) of AS 3958.1).
- c) Joint widths for wall tiles should not exceed 1.5 mm for pressed tiles and 6 mm for extruded tiles (clause 5.4.6(c)(ii) of AS 3958.1).
- d) Joint alignment should be consistent throughout the installation within a tolerance of 4 mm in 2 m8 (clause 5.4.6(d) of AS 3958.1).

Grout is defective if it becomes loose within 24 months of handover.





#### Non Compliant 2.09

Location: Internal-Unfinished/Defective Works

Finding: Internal - Unfinished/Defective Works - Additional Photos

The following items will need to be completed or repaired in accordance with the Domestic

Building Contracts Act 1995.

We refer the builder to the implied warranties where the builder agreed to build the dwelling in

a proper and workmanlike manner and with reasonable care and skill.

DOMESTIC BUILDING CONTRACTS ACT 1995, Act No. 91/1995, Part 2 - Provisions that

apply to all Domestic Building Contracts.

Part 2 - Provisions That Apply To All Domestic Building Contracts.

Division 1 - General warranties.

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 workman like 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.

**ALSO** 

Additional photos are provided for your general reference.

Arrows have been included to highlight areas of importance.

All these photos are added in to demonstrate DEFECTIVE / SUB STANDARD and/or INCOMPLETE WORKS and they are all required to be rectified as they are ALL not satisfactory for Handover as per the DOMESTIC BUILDING CONTRACT ACT 1995 as stated above.















## Substandard Workmanship

No evidence was found.

## Incomplete

## **Incomplete 4.10**

Location: For Your Information

Finding: No Blinds Installed & A Variation To The Bedroom Wall.

At the time of the inspection the blinds were NOT installed.

As per the clients contract in reference to the Window Furnishing Deed in the Contract Of

Sale, they must be installed prior to handover.

In Addition:

The main bedroom has a step in the wall, which has made the bedroom wall very

unappealing, particularly once the bed goes into location as the step is located in the middle

of the room where the bed will sit.

The plans DO NOT have this step in the wall and my client has made it clear that this is not

acceptable and insists on the wall to be flat and consistent.





#### **Incomplete 4.11**

Location: Door Defects - All Areas
Finding: Door Stop - Missing.

The is no door stop to the opening door, leaving the door to swing and hit the wall, or

cupboard which will damage the area the door hits and the handle.

An appropriate door stop is required prior to handover .





# **Additional comments**

There are no additional comments

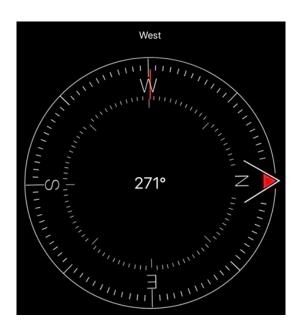
## For Your Information

#### For Your Information 5.12

Location: Site Photos & Areas Of Interest.

Finding: Site Photos.

Additional photos are provided for your general reference.





Observations Page 30











Observations Page 31

#### For Your Information 5.13

Location: For Your Information
Finding: Advice Summary.

This inspection was performed in accordance with current "Australian Standards" & in accordance with current "Standards & Tolerances" as outlined by the Victorian Building

Authority.

The inspection is a visual inspection of the property as presented by the builder.

This inspection performed does not in any way attempt to verify site dimensions, finished dimensions of the completed sections or parts of the building, levels, wall alignments, floor

alignments, or ceiling alignments.

The inspection performed does not in any way attempt to verify contractual conditions.

This report contains a list of a number of defects that in our judgement require rectification.

Observations Page 32

#### For Your Information 5.14

Location: For Your Information

Finding: Special Notes.

Particulars of Our 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.

#### 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.

Special Notes.

# **Conclusion**

## Building consultant's summary

There are a number of defects listed in this report which will require attention to rectify and comply with Australian Standards.

The quality of the finishes to the new apartment appear to be in good quality and finishes, with repairs in order to get the home to the finishes that meet the Australian Standards as detailed in this report.

Definitions Page 33

# Terms on which this report was prepared

SERVICE As requested by the Client, the inspection carried out by the Building Consultant ("the Consultant") was a 'Standard Property Report'.

PURPOSE OF INSPECTION The purpose of this inspection is to provide advice to the Client regarding the condition of the Building and Site at the time of inspection.

SCOPE OF INSPECTION This Report only covers and deals with any evidence of: Major Defects in the condition of Primary Elements including Structural Damage and Conditions Conducive to Structural Damage; any Major Defect in the condition of Secondary Elements and Finishing Elements; collective (but not individual) Minor Defects; and any Serious Safety Hazard discernible at the time of inspection. The inspection is limited to the Readily Accessible Areas of the Building and Site (see Note below) and is based on a visual examination of surface work (excluding furniture and stored items), and the carrying out of Tests.

Note. With strata and company title properties, the inspection was limited to the interior and the immediate exterior of the particular residence inspected. Common property was not inspected.

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

Unless noted in "Special Conditions or Instructions", the Report assumes that the existing use of the building will continue.

This Report only records the observations and conclusions of the Consultant about the readily observable state of the property at the time of inspection. The Report therefore cannot deal with:

- (a) possible concealment of defects, including but not limited to, defects concealed by lack of accessibility, obstructions such as furniture, wall linings and floor coverings, or by applied finishes such as render and paint; and
- (b) undetectable or latent defects, including but not limited to, defects that may not be apparent at the time of inspection due to seasonal changes, recent or prevailing weather conditions, and whether or not services have been used some time prior to the inspection being carried out.

These matters outlined above in (a) & (b) are excluded from consideration in this Report.

If the Client has any doubt about the purpose, scope and acceptance criteria on which the Report was based please discuss your concerns with the Consultant on receipt of the Report.

The Client acknowledges that, unless stated otherwise, the Client as a matter of urgency should implement any recommendation or advice given in this Report.

#### LIMITATIONS

The Client acknowledges:

- 1. 'Visual only' inspections are not recommended. A visual only inspection may be of limited use to the Client. In addition to a visual inspection, to thoroughly inspect the Readily Accessible Areas of the property requires the Consultant to carry out when ever necessary appropriate Tests.
- 2. This Report does not include the inspection and assessment of items or matters outside the scope of the requested inspection and report. Other items or matters may be the subject of a Special-Purpose Inspection Report, which is adequately specified (see Exclusions below).

erms and conditions Page 34

- 3. This Report does not include the inspection and assessment of items or matters that do not fall within the Consultant's direct expertise.
- 4. The inspection only covered the Readily Accessible Areas of the property. The inspection did not include areas, which were inaccessible, not readily accessible or obstructed at the time of inspection. Obstructions are defined as any condition or physical limitation which inhibits or prevents inspection and may include but are not limited to roofing, fixed ceilings, wall linings, floor coverings, fixtures, fittings, furniture, clothes, stored articles/materials, thermal insulation, sarking, pipe/duct work, builder's debris, vegetation, pavements or earth.
- 5. Australian Standard AS4349.0-2007 Inspection of Buildings, Part 0: General Requirements recognises that a property report is not a warranty or an insurance policy against problems developing with the building in the future.
- 6. This Report was produced for the use of the Client. The Consultant is not liable for any reliance placed on this report by any third party.

#### **EXCLUSIONS**

The Client acknowledges that this Report does not cover or deal with:

- (i) any individual Minor Defect;
- (ii) solving or providing costs for any rectification or repair work;
- (iii) the structural design or adequacy of any element of construction;
- (iv) detection of wood destroying insects such as termites and wood borers;
- (v) the operation of fireplaces and chimneys;
- (vi) any services including building, engineering (electronic), fire and smoke detection or mechanical;
- (vii) lighting or energy efficiency;
- (viii) any swimming pools and associated pool equipment or spa baths and spa equipment or the like;
- (ix) any appliances such as dishwashers, insinkerators, ovens, stoves and ducted vacuum systems;
- (x) a review of occupational, health or safety issues such as asbestos content, the provision of safety glass or the use of lead based paints;
- (xi) a review of environmental or health or biological risks such as toxic mould;
- (xii) whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws;
- (xiii) whether the ground on which the building rests has been filled, is liable to subside, swell or shrink, is subject to landslip or tidal inundation, or if it is flood prone; and
- (xiv) in the case of strata and company title properties, the inspection of common property areas or strata/company records.

Any of the above matters may be the subject of a special-purpose inspection report, which is adequately specified and undertaken by an appropriately qualified inspector.