



Specific Flooring Report-Warranty Dispute Due To Faulty & Incomplete Workmanship.

Inspection Date: 30 Jul 2020

Property Address: Western Area



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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

Property Address: Western Area

Date: 30 Jul 2020

Report Type: Property Inspection Report

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

Building Type:	Detached house
Number of Storeys:	Single storey
Smoke detectors:	Not Applicable IMPORTANT NOTE - The adequacy and testing of smoke detectors is outside the scope of this standard inspection and report. Accordingly, it is strongly recommended that a further inspection be undertaken by a suitably qualified person.
Siting of the building:	Not Applicable
Gradient:	Not Applicable
Site drainage:	Not Applicable
Access:	Not Applicable
Occupancy status:	Occupied
Furnished:	Not Applicable
Strata or company title properties:	No
Orientation of the property:	The facade of the building faces south 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 Slab
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Main building – wall construction:	Not Applicable
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Main building – roof construction:	Not Applicable
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Other timber building elements:	NOT APPLICABLE
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Other building elements:	Not Applicable
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Overall standard of construction:	Extremely poor
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Overall quality of workmanship and materials:	Extremely poor
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Level of maintenance:	Not applicable
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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

Inspection agreement

AS 4349.1 - 2007 requires that an inspection agreement be entered into between the inspector & the client prior to the conduct of the inspection. This agreement sets out specific limitations on the scope of the inspection and on limits that apply in carrying it out. Where specific State or Territory requirements apply in addition to the scope of work in this agreement, or where the inspector and client agree to additional matters being covered, that additional scope is listed at the end of this agreement. It is assumed that the existing use of the building will continue.

AS 4349.1 - 2007 requires that the basis for comparison is a building of similar age and similar type to the subject building and which is in reasonable condition, having been adequately maintained over the life of the building. This means that building being inspected may not comply with Australian Standards, building regulations or specific state or territory requirements applicable at the time of the inspection.

Inspection agreement supplied: No

Terminology

The definitions below apply to the types of defects associated with individual items / parts or inspection areas -

Damage	The building material or item has deteriorated or is not fit for its designed purpose
Distortion, warping, twisting	The item has moved out of shape or moved from its position
Water penetration, Dampness	Moisture has gained access to unplanned and / or unacceptable areas
Material Deterioration	The item is subject to one or more of the following defects; rusting, rotting, corrosion, decay
Operational	The item or part does not function as expected
Installation	The installation of an item is unacceptable, has failed or is absent

Scope of inspection

This is a visual Building Inspection Report carried out in accordance with AS4349.1 -2007. The purpose of this inspection is to provide advice to the Client regarding the condition of the Building & Site at the time of inspection. The report covers only safety hazards, major defects, and a general impression regarding the extent of minor defects. 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.

Accessibility

Areas Inspected

The inspection covered the Readily Accessible Areas of the property.

- Building interior
- Building exterior
- Roof exterior
- Roof space
- Subfloor space
- The site

Areas not inspected

The inspection did not include areas, which were inaccessible, not readily accessible or obstructed at the time of inspection. The Consultant did not move or remove any obstructions which may be concealing evidence of defects. Areas, which are not normally accessible, were not inspected. Evidence of defects in obstructed or concealed areas may only be revealed when the items are moved or removed or access has been provided.

Obstructions and Limitations

The following obstructions may conceal defects:

- Earth abutting the building
- Wardrobes
 - as general clothing
 - boxing or similar
- obscured inspection to these areas
- Cupboard areas
 - such as sink areas
 - bathroom cupboards and similar
- Built-in cupboards
- Ceilings
- Floor coverings
- Flooring
- Furniture
- Stored articles
 - Stored articles in cupboards
 - Stored articles in wardrobes
- Landscaping abutting the building

- Vegetation
- Thick foliage
- Thermal insulation
- Above safe working height.
- Appliances and equipment
- Ceiling cavity inspection was obstructed by approximately 50% due to obstructions like insulation
- ducting and poor clearance or access restrictions.

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

Inaccessible Areas

The following areas were inaccessible:

- Areas of low roof pitch

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.

Undetected defect risk assessment

Due to the level of accessibility for inspection including the presence of obstructions, the overall degree of risk of undetected structural damage and conditions conducive to structural damage was considered:

MODERATE - HIGH

A further inspection is strongly recommended of those areas that were not readily accessible and of inaccessible or obstructed areas once access has been provided or the obstruction removed. This will involve a separate visit to the site, permission from the owner of the property and additional cost.

Unless stated otherwise, any recommendation or advice given in this Report should be implemented as a matter of urgency.

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 Major Defects	Not Found
Evidence of Minor Defects	Not 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.

- As identified in the summary and the defect statements in this report.

Significant items

The following items and matters were reported on in accordance with the Scope of Inspection. For building elements not identified in this Condition Report, monitoring and normal maintenance must be carried out.

Safety Hazard

No evidence was found.

Major Defect

No evidence was found.

Minor Defect

No evidence was found.

Additional comments

IMPORTANT:

When you find this statement BELOW in the defects statements and/or findings in this report, it is important to further look for this item throughout the entire property for further areas of concern.

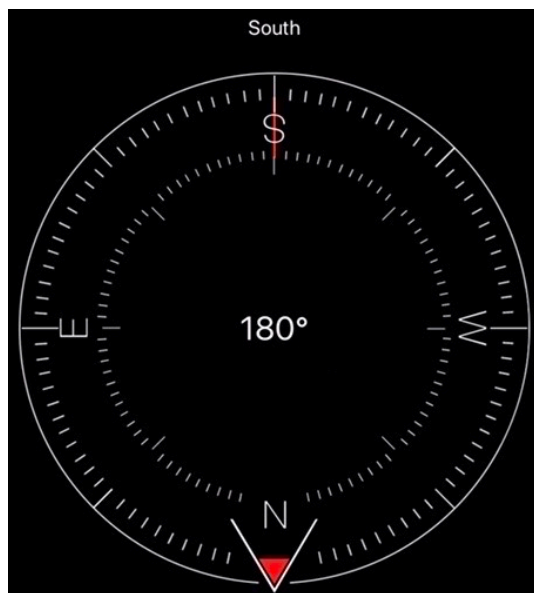
ALL AREAS should be checked carefully for this defect and attached are a few PHOTO EXAMPLES as a GUIDE.

Observation

Observation 4.01

Location: For Your Information

Finding: General Site Photos
General site photos and other areas of interest are provided for your general reference.



Observation 4.02

Location: For Your Information

Finding: Advice Summary / Special Notes

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

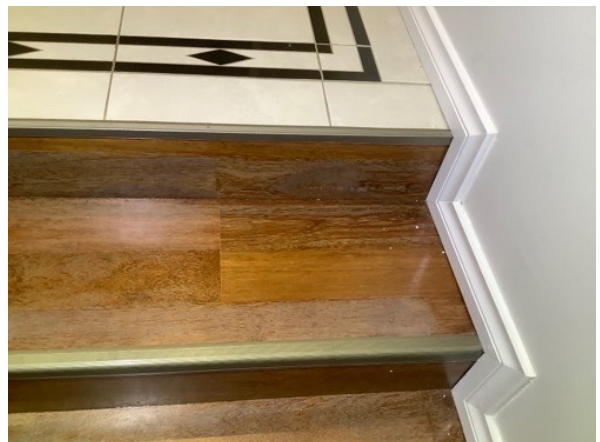
Scope

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. 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.

Observation 4.03

Location: Rumpus Room

Finding: Rumpus Room
Site photos of rumpus room



Observation 4.04

Location: Rumpus Room

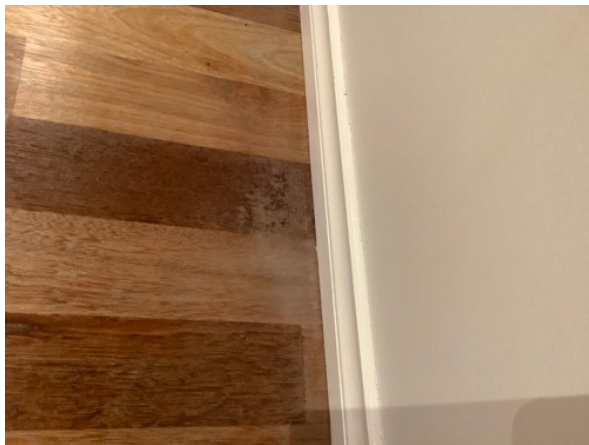
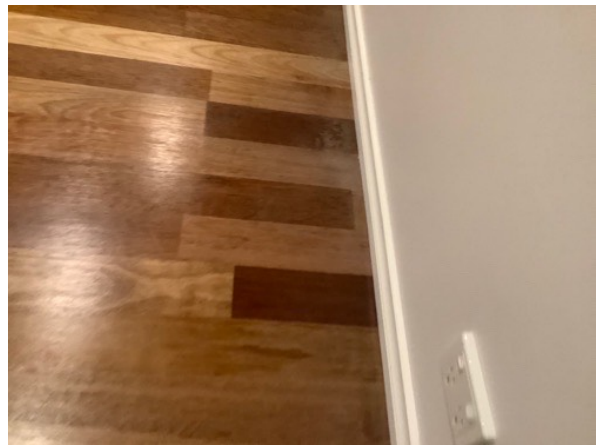
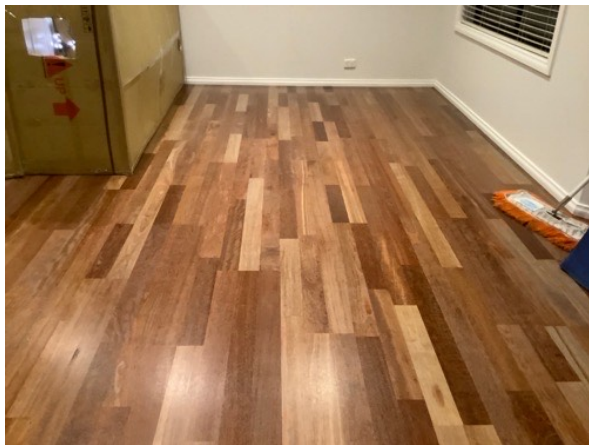
Finding: Defective workmanship to flooring.

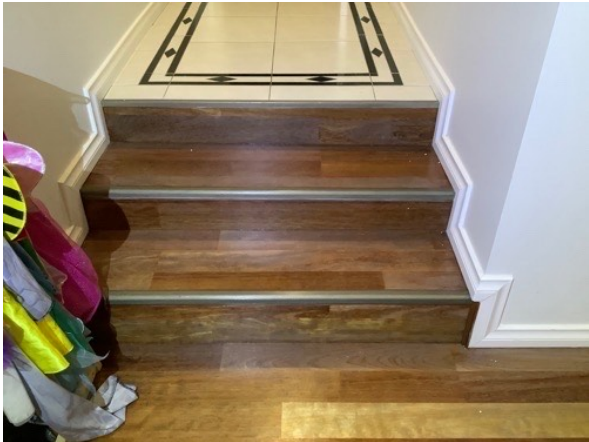
The floating flooring or also known as engineered flooring has been sanded in the rumpus room, this product is not a product that is designed to be sanded.

The flooring once sanded has had coats of a clear lacquer product and it is now obvious that the product is compromised and damaged. The contractor should have contacted the manufacturer prior to attempting to sand this product.

Any contractor that takes ownership of a job, must be responsible for the outcome and it is up to the contractor to determine the method of repair, replacement and/or installation at the end of the day as all works must be completed to a tradesmen like level and also to a tradesmen like finish.

This job clearly demonstrates this is not the case.





Observation 4.05

Location: Rumpus Room

Finding: Evidence of original piece

The client happened to have an original piece of product that is in the rumpus room. This product is an older type product that is not designed to be re-sanded. It is manufactured by the company and is designed to be installed as it is and is not a product that can be sanded and re-lacquered at any later stage.

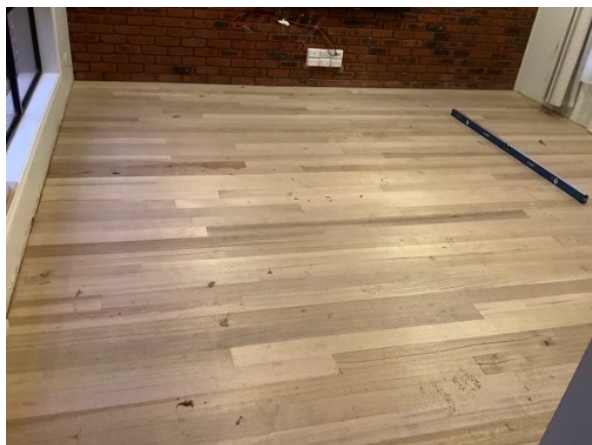


Observation 4.06

Location: Lounge Room

Finding: Lounge room

These photos are just to demonstrate the lounge room area in it's incomplete state.



Observation 4.07

Location: Lounge Room

Finding: Floors not sanded

At the time of the inspection these photos are just to demonstrate that the flooring is not complete. It is clear that the flooring has not been sanded and lacquered.



Observation 4.08

Location: Lounge Room

Finding: Flooring - Uneven

The photos clearly demonstrate that the flooring is out of level. Once a contractor takes ownership of a job, the job must be completed to the Australian standards.

Prior to the flooring being installed, the professional process is to sand the high areas of concrete and fill the lower areas of concrete with a self levelling compound so that the flooring is level prior to the installation of the timber flooring.

The photos will demonstrate that the floor levels ARE NOT within Guide To Standards And Tolerances 2015, Footings, Slabs And Setting Out, 2.08 and Australian Standards (AS 1684)

The builder is required to check all levels on site to the concrete floor and commence all remedial works to the slab before the final floors such as tiles, engineered flooring, timber flooring, etc.

When flooring begins out of level, the concrete flooring may create ongoing secondary problems and become visually unappealing.

The overall deviation of floor level (concrete slab) to the entire building footprint shall not exceed 20 mm or not more than 4 mm in any 2 metre length., as per the 'Guide to Standards and Tolerances' Section 2.08 and AS 1684.

GUIDE TO STANDARDS AND TOLERANCES 2015

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.

Any contractor that takes ownership of a job, must be responsible for the outcome and it is up to the contractor to determine the method of repair, replacement and/or installation at the end of the day as all works must be completed to a tradesmen like level and also to a tradesmen like finish.

This job clearly demonstrates this is not the case.





Observation 4.09

Location: Lounge Room

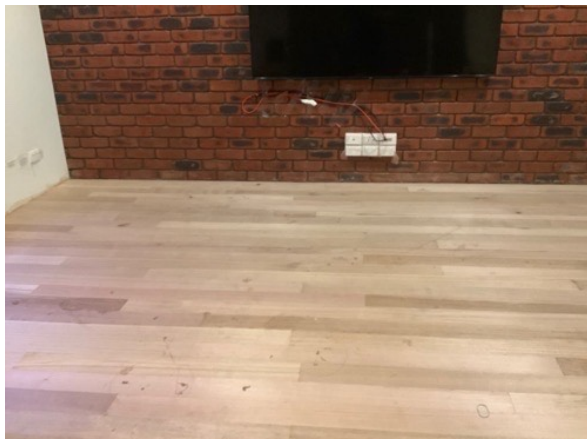
Finding: No waterproofing

It is clear that no waterproofing has been installed to this installation. This method of installation, meaning glueing timber straight to concrete is certainly extremely rare to see as there are so many superior installation methods of installing real timber flooring. However in saying this, if the contractor decides to use this method, it is imperative without compromise that the contractor installs the product as per the manufacturers specifications of the glue. Normally glue installations require the concrete flooring to be sealed to stop moisture. It is clear that this floor has not been sealed.

My client has asked the contractor for the glue product but has not been able to get an answer. If the flooring has not been installed by the manufacturers specifications the warranty is totally void and in my professional experience of over 30 years I have never seen a glue that glues timber direct to concrete, that does not require the concrete to be sealed.

Any contractor that takes ownership of a job, must be responsible for the outcome and it is up to the contractor to determine the method of repair, replacement and/or installation at the end of the day as all works must be completed to a tradesmen like level and also to a tradesmen like finish.

This job clearly demonstrates this is not the case.



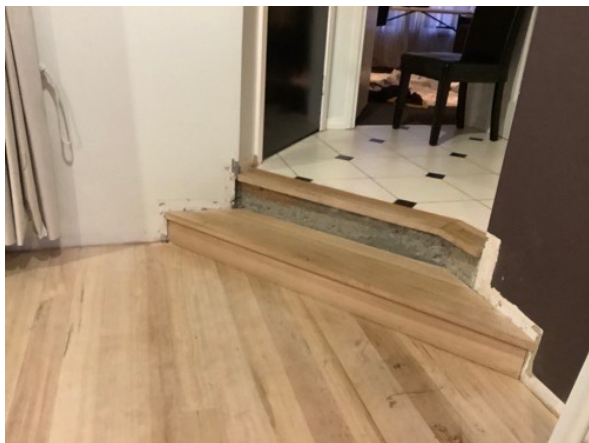


Observation 4.10

Location: Lounge Room

Finding: Incomplete works

These photos are just to demonstrate that the job is not complete. The timber has not all been installed and the floor has not been sanded and lacquered.



Observation 4.11

Location: Lounge Room

Finding: Timber has been drilled

The timber has been drilled and filled with glue to rectify the inconsistency in the floor levels. This method of works is absolutely not within the Australian standards. Also the timber flooring is a brand-new product and the contractor must install the product and complete the job with the end result showing that the product is brand-new. The contractor has taken it upon himself to drill holes in the timber which has clearly now damaged the face of the timber and the timber is now not installed as a product that is in as new condition.

Whilst the levels of the flooring is in another defect statement, I would like to note that if the flooring was level prior to installation of the timber the contractor would not have needed to drill any holes in the timber.

Any contractor that takes ownership of a job, must be responsible for the outcome and it is up to the contractor to determine the method of repair, replacement and/or installation at the end of the day as all works must be completed to a tradesmen like level and also to a tradesmen like finish.

This job clearly demonstrates this is not the case.





Conclusion

Your attention is drawn to the advice contained in the Terms and Conditions of this Report including any special conditions or instructions that need to be considered in relation to this Report.

In the opinion of this Consultant:

The incidence of Major Defects in this property in comparison to the average condition of similar buildings of approximately the same age that have been reasonably well maintained was considered:

Not Applicable

The incidence of Minor Defects in this property in comparison to the average condition of similar buildings of approximately the same age that have been reasonably well maintained was considered:

Not Applicable

In conclusion, following the inspection of surface work in the readily accessible areas of the property, the overall condition of the building relative to the average condition of similar buildings of approximately the same age that have been reasonably well maintained was considered:

Not complete

Building consultant's summary

This report is very specific to the workmanship and not completed works performed by the contractor.

Overall summary of the back rumpus room would suggest that the contractor should never have touched the flooring and if the contractor researched the product he would've known and made it clear to the client that it is not possible to alter the face of that product.

This report is to also demonstrate that the lounge room timber flooring is not only incomplete, it has also been installed defectively and certainly not to a tradesman like level of workmanship and in addition whilst the method of installation is highly unusual, meaning glueing timber directly to concrete, if this method is to be used it must be installed 100% by the method that the manufacture of the blue suggests as without the method of installation being followed 100% by the manufacturer there will be no warranty for the installation of the timber flooring if the flooring all starts to lift and the possibility of the flooring lifting overtime is highly likely.

Unfortunately in relation to the rumpus room, the only method of repair I see is replacement.

Unfortunately in relation to the lounge room being incomplete and the method of installation used I do not see any other way other than to completely take out the works to date by the other contractor and in saying this the likelihood of re-using the timber is very slim to impossible.

Definitions to help you better understand this report

“Client” The person or persons, for whom the Inspection Report was carried out or their Principal (i.e. the person or persons for whom the report is being obtained).

“Building Consultant” A person, business or company who is qualified and experienced to undertake a pre-purchase inspection in accordance with Australian Standard AS 4349.1-2007 ‘Inspection of Buildings. Part 1: Pre-Purchase Inspections – Residential Buildings’. The consultant must also meet any Government licensing requirement, where applicable.

“Building and Site” The inspection of the nominated residence together with relevant features including any car accommodation, detached laundry, ablution facilities and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth, embankments, surface water drainage and stormwater run-off within 30 m of the building, but within the property boundaries.

“Readily Accessible Areas” Areas which can be easily and safely inspected without injury to person or property, are up to 3.6 metres above ground or floor levels or accessible from a 3.6 metre ladder, in roof spaces where the minimum area of accessibility is not less than 600 mm high by 600 mm wide and subfloor spaces where the minimum area of accessibility is not less than 400 mm high by 600 mm wide, providing the spaces or areas permit entry. Or where these clearances are not available, areas within the consultant’s unobstructed line of sight and within arm’s length.

“Structure” The loadbearing part of the building, comprising the Primary Elements.

“Primary Elements” Those parts of the building providing the basic loadbearing capacity to the Structure, such as foundations, footings, floor framing, loadbearing walls, beams or columns. The term ‘Primary Elements’ also includes other structural building elements including: those that provide a level of personal protection such as handrails; floor-to-floor access such as stairways; and the structural flooring of the building such as floorboards.

“Structural Damage” A significant impairment to the integrity of the whole or part of the Structure falling into one or more of the following categories:

(a) Structural Cracking and Movement – major (full depth) cracking forming in Primary Elements resulting from differential movement between or within the elements of construction, such as foundations, footings, floors, walls and roofs.

(b) Deformation – an abnormal change of shape of Primary Elements resulting from the application of load(s).

(c) Dampness – the presence of moisture within the building, which is causing consequential damage to Primary Elements.

(d) Structural Timber Pest Damage – structural failure, i.e. an obvious weak spot, deformation or even collapse of timber Primary Elements resulting from attack by one or more of the following wood destroying agents: chemical delignification; fungal decay; wood borers; and termites.

“Conditions Conducive to Structural Damage” Noticeable building deficiencies or environmental factors that may contribute to the occurrence of Structural Damage.

“Secondary Elements” Those parts of the building not providing loadbearing capacity to the Structure, or those non-essential elements which, in the main, perform a completion role around openings in Primary Elements and the building in general such as non-loadbearing walls, partitions, wall linings, ceilings, chimneys, flashings, windows, glazing or doors.

“Finishing Elements” The fixtures, fittings and finishes applied or affixed to Primary Elements and Secondary Elements such as baths, water closets, vanity basins, kitchen cupboards, door furniture, window hardware, render, floor and wall tiles, trim or paint. The term ‘Finishing Elements’ does not include furniture or soft floor coverings such as carpet and lino.

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

“Minor Defect” A defect other than a Major Defect.

“Serious Safety Hazard” Any item that may constitute an immediate or imminent risk to life, health or property. Occupational, health and safety or any other consequence of these hazards has not been assessed.

“Tests” Where appropriate the carrying out of tests using the following procedures and instruments:

(a) Dampness Tests means additional attention to the visual examination was given to those accessible areas which the consultant’s experience has shown to be particularly susceptible to damp problems. Instrument testing using electronic moisture detecting meter of those areas and other visible accessible elements of construction showing evidence of dampness was performed.

(b) Physical Tests means the following physical actions undertaken by the consultant: opening and shutting of doors, windows and draws; operation of taps; water testing of shower recesses; and the tapping of tiles and wall plaster.”

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).
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, insinkerator, 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.