



Building Report - VCAT Compliant (Prepared For Court Proceedings)

Inspection Date: 29 Jul 2021

Property Address: (PRIVATE) Vic



Defect

Defect 1.01

Location: Addendum 'B' - Defects List

Finding: Addendum 'B' - DEFECT - 1

DEFECT :

Damaged Garage Door.

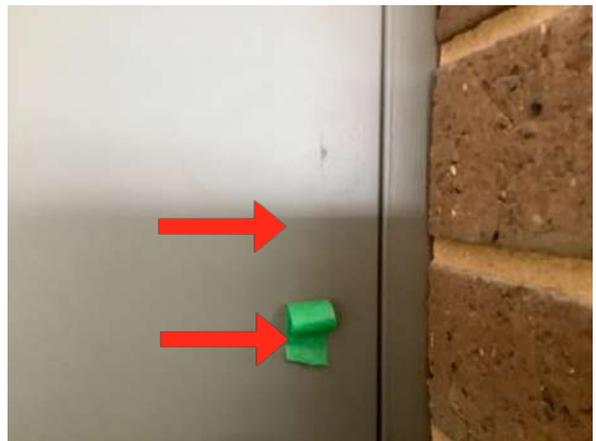
OBSERVATION:

The garage door is damaged with a split in the door face that has been painted over and can not be repaired in order for the door to be in as new condition.

Where this is due to the builder's workmanship or damage occurring during construction it is considered a defect.

SUGGESTED SOLUTION :

The door must be replaced.



Defect 1.02

Location: Addendum 'B' - Defects List

Finding: Addendum 'B' - DEFECT - 2

DEFECT:

Garage flooring stained. Not in as new condition.

OBSERVATION:

The garage flooring has staining to the concrete surface area. An acceptable finish consistent with AS 2870 Residential Slabs and Footing Construction requires the surface to be even and consistent in appearance.

The concrete flooring must be presented as new prior, generally before handover.

It does appear that the owner has sealed the concrete, however, this should not matter as the flooring would need to be sanded back anyway.

SUGGESTED SOLUTION:

Option one ;

To sand the concrete. Upon sanding the concrete, it must have a clear sealer as you can't leave it sanded without the clear sealer.

Option two ;

To acid clean the concrete and apply a high grade professional epoxy paint. However an epoxy paint must be of the highest quality level with a warranty and installed by a professional.



Defect 1.03

Location: Addendum 'B' - Defects List

Finding: Addendum 'B' - DEFECT - 3

DEFECT:

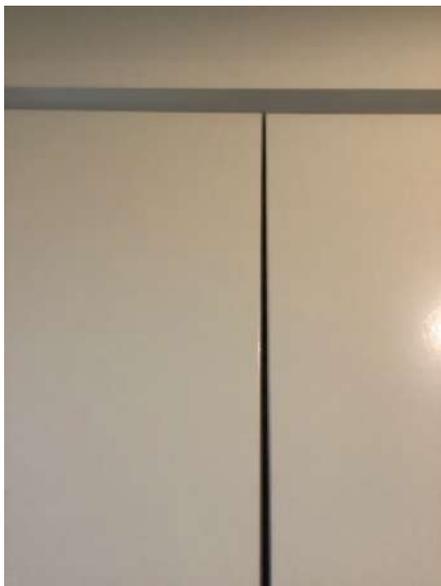
Garage laundry double linen doors are:
binding and jamming
the clearances around the doors are uneven.
the door handle has fallen off.

OBSERVATION:

The doors are not functioning as normal operation and the clearances are uneven
In addition the door handle has fallen off as the handle are only fixed into hollow doors.

SUGGESTED SOLUTION:

Re install the doors and supply and install different door handles that will have a latch or soften the closers that hold the door shut.



Defect 1.04

Location: Addendum 'B' - Defects List

Finding: Addendum 'B' - DEFECT - 4

DEFECT:

Plaster Work & Plaster Joints - Visible (AS2589)

It was noted the plaster work / joints to the walls in these areas as per the photos attached are clearly visible.

AS 2589 calls for a level 4 finish to all plaster work / joints, unless otherwise documented.

The plaster line joins or plaster work are evidently not to that level at the time of inspection.

OBSERVATION:

Australian Standards AS2589

3.1.4 Level 4

Level 4 shall be the default level for gypsum lining, unless specified otherwise.

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

All joints and interior angles shall have tape embedded in jointing cement/jointing compound and a minimum of two separate coats of jointing 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.

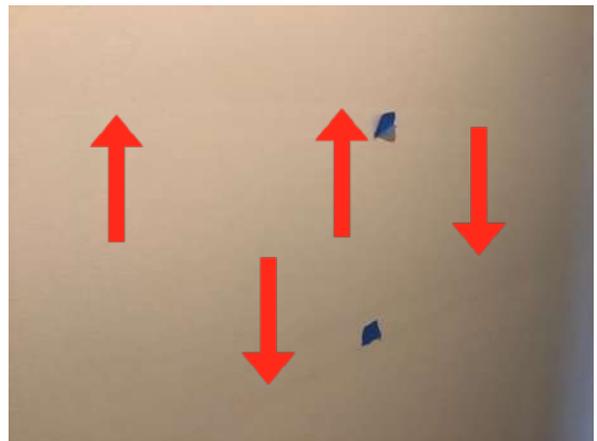
NOTES:

1 In critical lighting conditions, surface imperfections may still be apparent in a Level 4 surface finish.

2 Where gloss, semi-gloss and deep tone paints are used, surface imperfections will be more evident.

SUGGESTED SOLUTION:

Reworking of the plaster will need to take place and painting re-done to the areas within this report, but certainly not limited. It is the builders responsibility to make good all defective plaster work / joints within this property.



Defect 1.05

Location: Addendum 'B' - Defects List

Finding: Addendum 'B' - DEFECT - 5

DEFECT:

The doors have not been adequately sealed, to the tops and bottoms.

OBSERVATION:

Tops and bottoms of all external and internal doors must be sealed to uphold manufacturer warranty conditions

8.06 Sealing of door edges

GUIDE TO STANDARDS AND TOLERANCES 2015

Door leaves are defective if they do not have all sides, top and bottom edges sealed/painted in accordance with the manufacturer's specifications.

Doors Paint to the Tops & Bottoms, Not sealed (AS2688)

SUGGESTED SOLUTION:

The doors will all need to be dismantled from the hinges in order for the painter to paint/seal the doors.



Defect 1.06

Location: Addendum 'B' - Defects List

Finding: Addendum 'B' - DEFECT - 6

DEFECT:

The perimeter doors are not all sealed.

OBSERVATION:

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

The garage door leading into class 1 living area and the front double doors requires to be sealed inbetween the doors.

Seals are required to the 3 sides of the door frames and a bottom seal to the door itself or the bottom door frame as well.

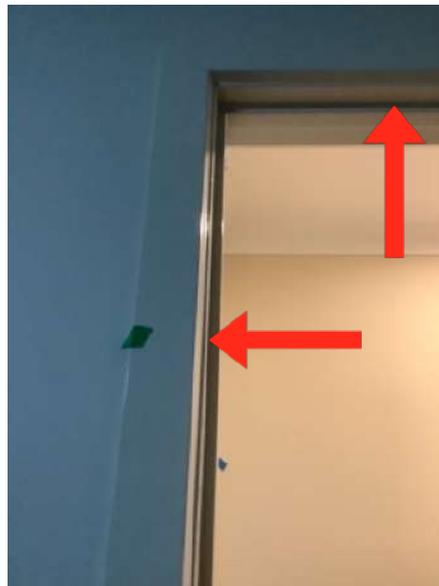
This requirement is inclusive of all perimeter internal doors, including the garage door leading into the house.

All areas must have full seals fitted to comply with the NCC - Vol 2

SUGGESTED SOLUTION:

The garage requires seals the the door frame and the bottom of the door and the front doors require a seal to the vertical lip of the fixed door.

The areas with photos attached and arrows pointing to the areas required are non-compliant





Defect 1.07

Location: Addendum 'B' - Defects List

Finding: Addendum 'B' - DEFECT - 7

DEFECT:

Meals Sliding Door - Not operating smoothly and as intended.

OBSERVATION:

The sliding door from the meals area to exterior is binding and not operating as a manufacturer has intended. This may be due to poor installation of the actual window and door frame as my understanding is the manufacturer has come back to attempt to repair this item in the past.

SUGGESTED SOLUTION:

Requires re-installation.



Defect 1.08

Location: Addendum 'B' - Defects List

Finding: Addendum 'B' - DEFECT - 8

DEFECT:

Lounge room window binding and jamming.

OBSERVATION:

The window is not operations smoothly as the frame is binding and jamming to the fixed frame.

SUGGESTED SOLUTION:

Part re-install window.



Defect 1.09

Location: Addendum 'B' - Defects List

Finding: Addendum 'B' - DEFECT - 9

DEFECT:

Front door handle will not stay in secured location and the owner is now leaving it off and in addition as per the second picture, the door handle is scratched and damaged.

The electrical lock is not functioning as intended, due to excessive force on the bowed doors.

OBSERVATION:

As the handle is scratched, it is not in as new condition and should be replaced.

SUGGESTED SOLUTION:

Re-installation of the door handle. Including replacement and supply and installation of new electronic locking system.



Defect 1.10

Location: Addendum 'B' - Defects List

Finding: Addendum 'B' - DEFECT - 10

DEFECT:

Defective paint staining and finish to the front door.

OBSERVATION:

The front door has inconsistencies in the staining

Master Property Inspections makes our professional opinions on the paint work, by following the standards for new construction work, references are the Guide To Standards and Tolerances 2015 and the Guide to the painting of buildings AS/NZS 2311:2000.

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.

SUGGESTED SOLUTION:

Sand the door back to its original bare timber finish and apply the appropriate staining and sealing.



Defect 1.11

Location: Addendum 'B' - Defects List
Finding: Addendum 'B' - DEFECT - 11

DEFECT:

Bedroom 1 window frame damaged.

OBSERVATION:

The colorbond / powder coat finish has had its prefinished painted coating scratched, exposing the base metal, which cannot be correctly repaired on site.

Manufacturers state on their websites that they do not recommend the use of touch up paints on Colorbond .

We particularly recommend against the use of spray cans. The problem might not be immediately obvious, but since spray paint weathers at a different rate to the oven dried paint on Colour bond / Powder-coating, you'll eventually be left with an unsightly blemish on the window frame.

SUGGESTED SOLUTION:

The affected damaged sections will need to be replaced.



Defect 1.12

Location: Addendum 'B' - Defects List

Finding: Addendum 'B' - DEFECT - 12

DEFECT:

Wet areas not sealed.

OBSERVATION:

The final row of tiles in the shower areas are not sealed. It does appear that the tiles are in addition somewhat drummy, which means that there is not a consistency of tile glue at the back of the tiles as there is substantial gap between the tile and the plasterwork and/or cement sheet backing as it is very obvious that the glue is not spread consistent on the back of the tiles.

SUGGESTED SOLUTION:

Technically the tiles are to be removed, which would consist of the tiles, the plaster work or cement sheet to all come out and be re-done.

This is a major re-working job to both bathrooms.



Defect 1.13

Location: Addendum 'B' - Defects List

Finding: Addendum 'B' - DEFECT - 13

DEFECT:

The gaps between the window and door perimeter architraves are not sealed to the plaster walls.

OBSERVATION:

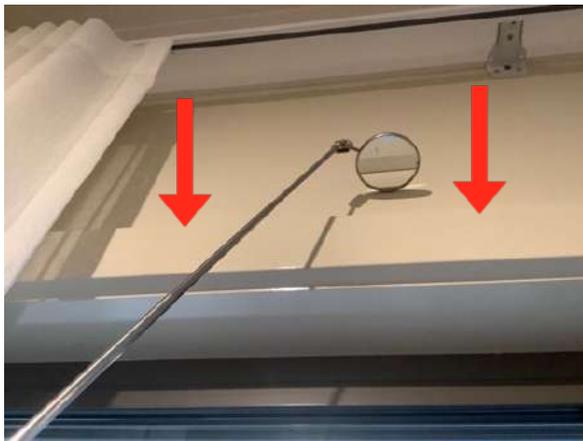
The gaps between the architrave and the plaster above and below all windows and above all door frames must be filled (caulked/sealed), in accordance with AS 2047 `Window ion and installation`.

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

Architraves - Gaps (AS2047)

SUGGESTED SOLUTION:

All areas as detailed in the defect are to be sealed with an appropriate sealer.



Defect 1.14

Location: Addendum 'B' - Defects List

Finding: Addendum 'B' - DEFECT - 14

DEFECT:

Ensuite Timber frame is not secured.

OBSERVATION:

Minor repairs required.

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.

SUGGESTED SOLUTION:

Minor nailing and glue required. Finally repainted.



Defect 1.15

Location: Addendum 'B' - Defects List

Finding: Addendum 'B' - DEFECT - 15

DEFECT:

Damaged Render.

OBSERVATION:

The render work to the front bedroom windows is damaged. My understanding is that the builder had to come back for maintenance issues to the windows and created this damage at the time of the repairs.

Marks caused by damage which is obvious from a normal viewing position is considered a defect with reference to Standards and Tolerances.

Where the walls in this case the rendered walls are not consistent with Standards and Tolerances as a building must be presented as new and all products and finishes must be presented as new.

SUGGESTED SOLUTION:

Render repairs required.



Defect 1.16

Location: Addendum 'B' - Defects List

Finding: Addendum 'B' - DEFECT - 16

DEFECT:

Clothesline loose and damaged.

OBSERVATION:

The builder has installed the clothesline fixings directly into the brick mortar and it is clear that the brick mortar has given way and the clothesline is loose and swinging. This is a safety hazard and requires urgent attention for resecuring the clothesline appropriately to the brickwork. In addition the brick mortar will need to be repaired..

Due to the defective installation the front support bracket has lost one of its fixings and the clothesline wire has all become loose due to excessive movement.

DOMESTIC BUILDING CONTRACTS ACT 1995, Act No. 91/1995, Part 2 - Provisions that apply to all Domestic Building Contracts.

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SUGGESTED SOLUTION:

Upon new installation into the brickwork (not brick mortar) I highly recommend a new Clothesline be supplied for installation as all items are to be in new condition.





Defect 1.17

Location: Addendum 'B' - Defects List
Finding: Addendum 'B' - DEFECT - 17

DEFECT:

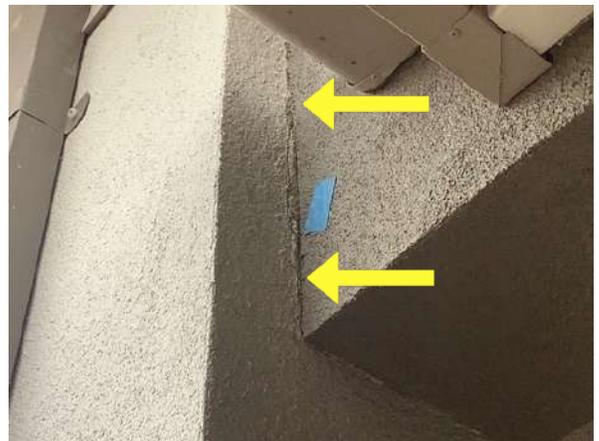
Render Movement and damage visible.

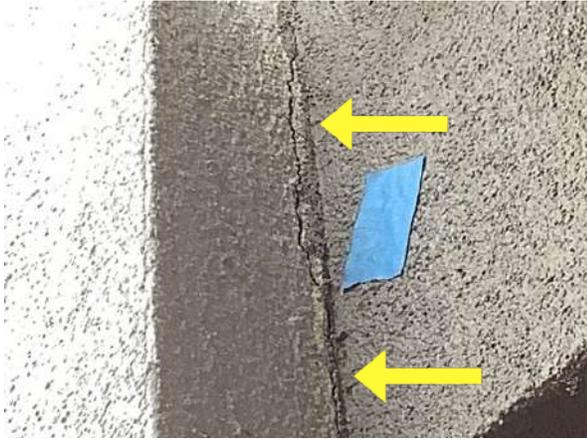
OBSERVATION:

Render movement, which can be typical upon a house settling, however it is typical for a builder to come back and repair these type of items.

SUGGESTED SOLUTION:

Repair and re-render required.





Defect 1.18

Location: Addendum 'B' - Defects List
Finding: Addendum 'B' - DEFECT - 18

DEFECT:

Works not in accordance with the plans and specifications set out in the contract.
Evidence is identified generally that works have been completed in a manner which is not in accordance with the plans and specifications set out in the contract.
Feature wall family room .
Wall unit design, not as per plans and heating inefficient and costly to run.

OBSERVATION:

Each state based domestic building contracts legislation contains implied warranties concerning all domestic building work. These include that 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.

It appears that the gas heater/entertainment unit location, layout, dimensions are not as per joinery details, sheet 14 of 15, dated 20/12/2016 and page 7/22 of the contract dated the 21/9/2016 item 7.7 & 7.8 as per the "Ballarat display-in the Lucas Estate".

It does note on the joinery detail that, Note: Gas Heater Type, Cut-Out Dimensions & Additional Requirements TBC Prior to commencement on site (Detail based off real flame landscape 1000 gas heater), however item 7.7 of the contract states "Note: Fireplace model and specifications provided prior to contract"

It appears that the floor plan has been modified by the builder without the clients knowledge or conformation.

Several dimensions are different, the family/meals is 290mm shorter, due to the heater/entertainment wall being made bigger.

It appears that the details of the heater the the client supplied only requires 577mm of clearance, plus the 90mm rebate detail meaning that the wall was only required to move an additional 70mm (670mm, 600mm noted on plans), the bulkhead is 885mm wide as opposed to 600mm on plans.

Other concerns are that the heater appears 100mm higher off the floor than the detail and the recessed area for the heater is 200mm taller than the detail, also the entertainment unit is located 290mm approx. further back and it doesn't have skirting across the bottom as per display.

The client is concerned that the room/area doesn't function as it was intended to, due to the unapproved amendments made.

Photos attached: 1) Clients home, 2) Joinery detail plans, 3) Gas heater dimensions/clearances, 4) Display home image (yellow arrows), 5) Contract page, 6) Appears to enough space to move the heater back-noted from the roof space.

In Summary :

The feature wall design, in particular the gas heater has not been installed as per the plans. The plans clearly show that the heater was to be installed much lower in the wall unit.
The room now is smaller than the documented plans.

This is of concern because even at the height of the correct plans, the heater was to be installed higher. As heat rises the lower the heating unit installed the much more efficient the unit will heat up and remain heated.

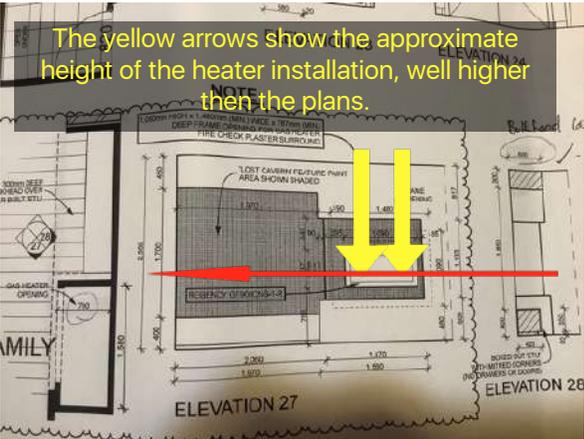
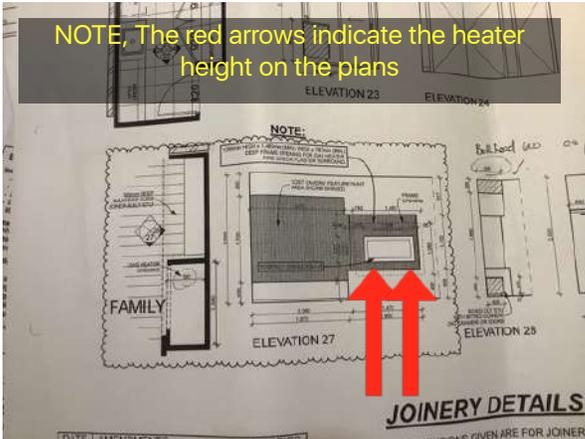
Typically this is a poor design anyway, when it comes to heating a room, as most builders install the heaters approximately 300mm from floor level, now the builder has further extended the height approximately 200mm.

SUGGESTED SOLUTION:

The wall heater needs to be dismantled for the wall unit to be TOTALLY RE-BUILT and finally the heater to re-installed to its correct height.

heater to re-installed to its correct height.

These works would require major disruption to the owner as the works will create a work site environment.



Defect 1.19

Location: Addendum 'B' - Defects List
Finding: Addendum 'B' - DEFECT - 19
DEFECT:

Hot water location, is not as per the plans and the unit is damaged.

OBSERVATION:

The builder has not installed the hot water service as per the plans. My diagram will identify that the red arrow indicates where the hot water service should have been installed and the blue arrow indicates where the builder has installed the hot water service. Green arrow indicates where the solar panning for the hot water service is installed which is correct or within that location.

The distance from the solar panel to the wrong location of the hot water service installation is 19.07 m when the manufacturers specifications indicates a maximum of 15 m. The owner is stating that the hot water is not efficient due to the excessive distance, now this would be a reasonable comment to make.

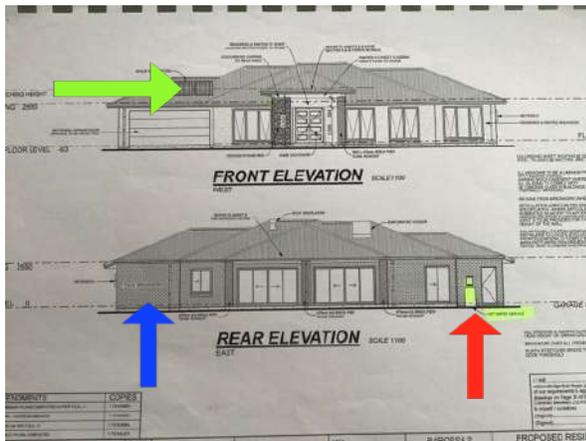
Also the owner is dissatisfied with the location of the hot water service as it is close to the swimming pool area now which has taken away from the beauty of the swimming pool area.

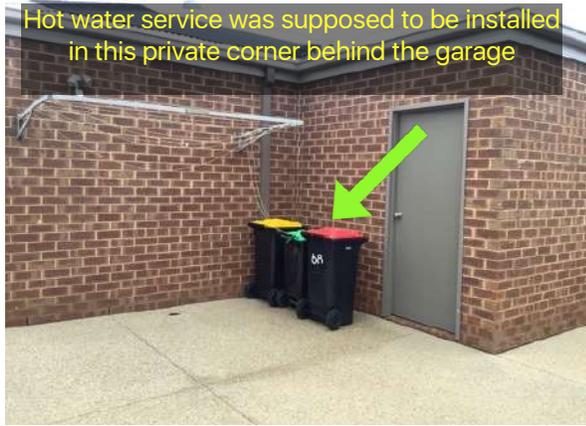
In-addition the unit is damaged and must be in as new condition at handover.

SUGGESTED SOLUTION:

Major re-plumbing works required, to relocate the Hot Water Unit to its correct location, so I would highly recommend that the solar panels be brought closer to the hot water service unit as this was discussed with the owner and she was happy for the solar panels to be closer to the hot water service instead of moving the hot water service itself. Whilst this is not the ideal situation, it is a practical situation and in addition I would recommend installing a fence around the hot water service to simply make that area near the swimming pool much more attractive.

Upon relocation of the Hot Water Unit, the unit is to be replaced or partially replaced, pending on how excessive the damage to the unit is.





Defect 1.20

Location: Addendum 'B' - Defects List
Finding: Addendum 'B' - DEFECT - 20
DEFECT:

Minor area of sealant missing

OBSERVATION:

It was noted on inspection that sealant is missing .
Water ingress into the bench top area creates secondary building damages.

SUGGESTED SOLUTION:

Caulking to be installed.



Defect 1.21

Location: Addendum 'B' - Defects List
Finding: Addendum 'B' - DEFECT - 21

DEFECT:

External Building Dimensions - Defective

OBSERVATION:

Evidence is identified generally that works have been completed in a manner which is not in accordance with the plans and specifications set out in the contract. Each state based domestic building contracts legislation contains implied warranties concerning all domestic building work.

These include that 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.

It was identified that the external building dimensions depart from the indicated positioning of the windows in the alfresco area, the plans indicate that the windows should be spaced apart by four bricks (approximately 950mm), however the windows are only two bricks apart 480mm, which is a considerable difference.

The Centre Pillar shows a rendered piece of 470 mm wide with a brick width on each side in the documented plans, however it is clear that the builder has fallen short of the centre pillar width by 470 mm.

These departures from documented dimensions are considered defective when they exceed $L/200$ where L is the documented overall length of the wall or 5mm (whichever is greater), as per standards and tolerances.

SUGGESTED SOLUTION:

The large sliding doors are to be taken out.

The brick pillar, including other bricks will need to be dismantled.

Plaster work and timber works will need to be taken out.

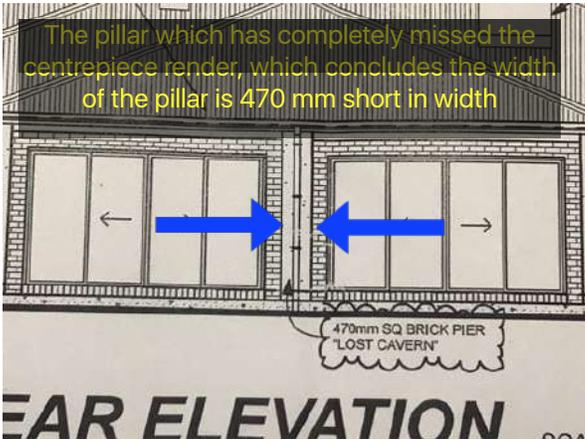
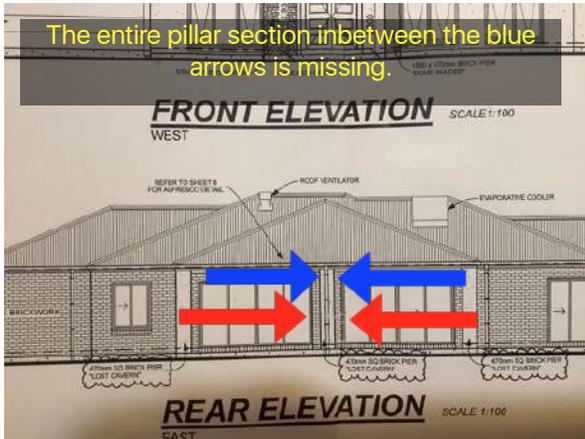
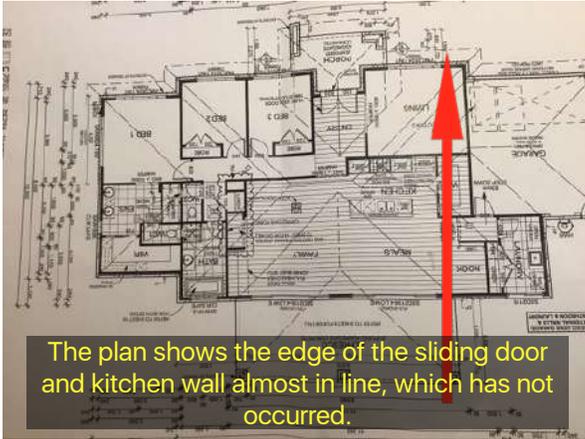
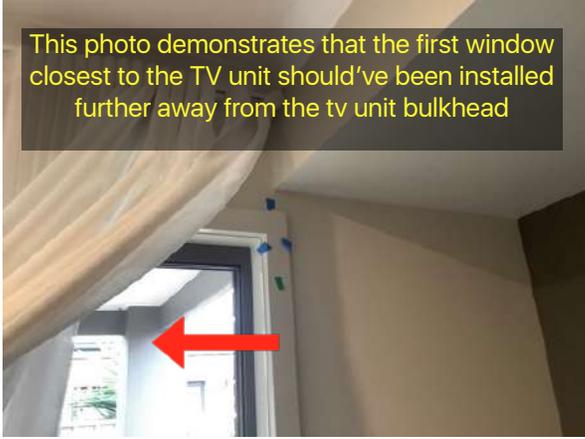
Frame works adjustment.

Various other minor building works to be dismantled.

Re-installation of the large sliding doors, new brick work, plaster, timber fixings, painting and various other building works.

A structural engineer will need to assess the work site and supply new plans prior to any works beginning.

These works would require major disruption to the owner as the works will create a work site environment.



Defect 1.22

Location: Addendum 'B' - Defects List
Finding: Addendum 'B' - DEFECT - 22
DEFECT:

Painting - Defective (AS2311)

OBSERVATION:

Generally the paint work to the property has imperfections standing from 1.5 m throughout the entire property. The imperfections are spread throughout the plasterwork and the timber fixings.

◆ The paint work overall is to a BELOW AVERAGE FINISHES.

We have added some photos to show the quality of the paint work, however they are certainly only an indication and the builder is responsible to patch, sand and paint all areas of plaster, paint and timber work to an appropriate level 4 finish to all areas.

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, paint chips, scratches and general paint imperfections.

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

An allowance is made for critical light conditions for a Level 4 finish, which is the default level for plaster surfaces.

Master Property Inspections makes our professional opinions on the paint work, by following the standards for new construction work, references are the Guide To Standards and Tolerances 2015 and the Guide to the painting of buildings AS/NZS 2311:2000.

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.

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.

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

SUGGESTED SOLUTION:

IMPORTANT ;

THE BUILDER MUST NOT USE THIS REPORT AS A CHECKLIST FOR ALL THE PAINT REPAIRS AS THERE ARE MANY AREAS OF PAINT DEFECTS IN WHICH ALL ROOMS MUST BE CHECKED CAREFULLY.

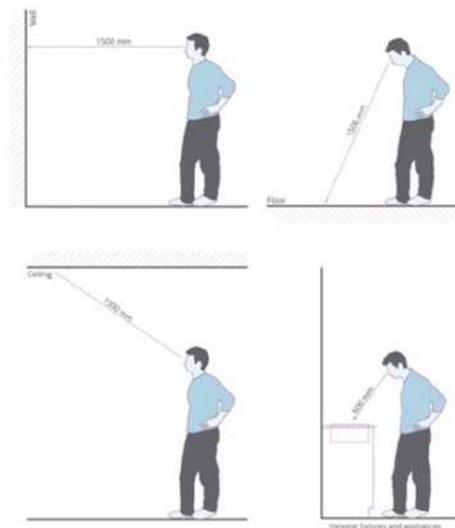
The builder will need to repair and sand the entire property, particularly to the plaster walls and timber fixings, including the architraves and skirtings .

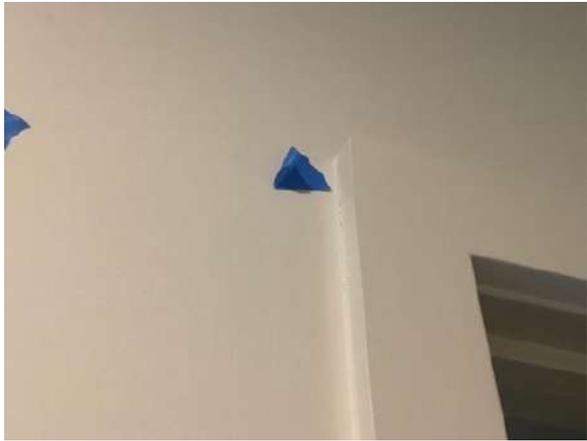
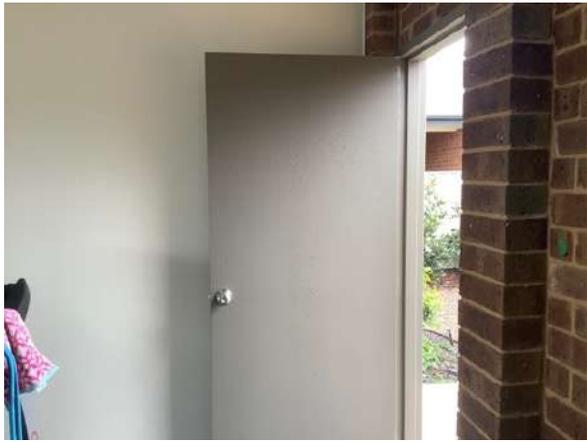
I would recommend to repair, sand and apply 2 coats of paint to the defective areas and finally a complete coat of paint to the plaster walls and timber fixings, including the architraves and skirtings to the entire property, as a complete final coat of paint is the only way to provide the property a complete and consistent level 4 finish as per Standards and Tolerances 2015 and the Guide to the painting of buildings AS/NZS 2311:2000.

INSPECTING SURFACES FROM A NORMAL VIEWING POSITION

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DIAGRAM F NORMAL VIEWING POSITIONS

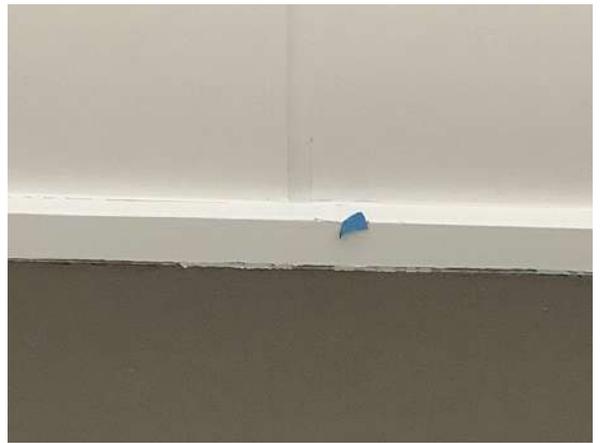












Defect 1.23

Location: Addendum 'B' - Defects List
Finding: Addendum 'B' - DEFECT - 23

DEFECT:

Sub Standard finish to the bottom of the garage door step.

OBSERVATION:

Defective mortar works to bottom of door step. The bottom of the door step should not have such excessive mortar width. Generally a maximum of 10 mm is acceptable of mortar width.

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.

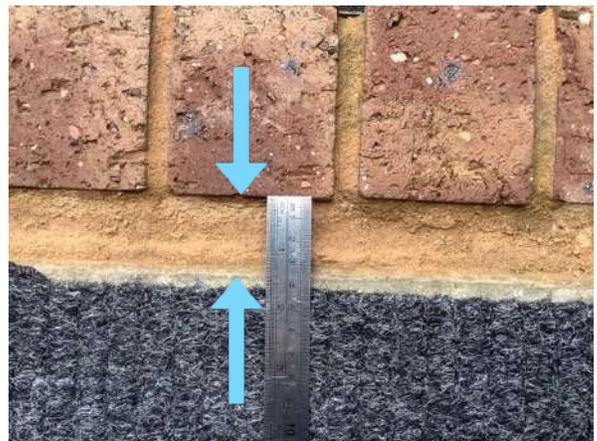
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(A) the builder warrants that the work will be carried out in a proper and workman like manner and in accordance with the plans and specifications set out in the contract.

(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.

SUGGESTED SOLUTION:

The builder is required to take out the existing bottom bricks and install the new bricks on there side so that the builder can cut the bricks with a maximum mortar width of 10mm or less. I would recommend only a 2mm gap, so that the gap may be caulked neat.



Defect 1.24

Location: Addendum 'B' - Defects List
Finding: Addendum 'B' - DEFECT - 24
DEFECT:

Garage Door operation - binding and jamming - defective

OBSERVATION:

Binding and/or jamming of this door is evident during standard operation. This defect inhibits the functionality of the affected door as well as creating potential for secondary defects to associated building elements, such as damage to the floor covering.

Where the operation of the door is not as intended by the manufacturer it is considered defective with reference to Standards and Tolerances

SUGGESTED SOLUTION:

The builder is required to re-fit the door and/or plain the edges of the door, including re-painting.



Defect 1.25

Location: Addendum 'B' - Defects List
Finding: Addendum 'B' - DEFECT - 25
DEFECT:

Floating Flooring - Defective Gaps

OBSERVATION:

It was noted that the floating floor had gaps adjoining the skirting trim near the passage and a skirting trim was loose in the kitchen. Floor coverings/treatments should be installed as manufacturers specifications.

SUGGESTED SOLUTION:

The builder will need to replace the short floating floor boards.



Defect 1.26

Location: Addendum 'B' - Defects List

Finding: Addendum 'B' - DEFECT - 26

DEFECT:

Paint finish excessive over painting - Defective and Damaged Materials

OBSERVATION:

Excessive painting, some materials may require to be replaced

This area was identified where the surface finish of the door hinges is now damaged, due to excessive and defective painting.

SUGGESTED SOLUTION:

The door hinges will need to be replaced.



Defect 1.27

Location: Addendum 'B' - Defects List

Finding: Addendum 'B' - DEFECT - 27

DEFECT:

Lounge room window – glass scratched (AS2047).

OBSERVATION:

The window is scratched.

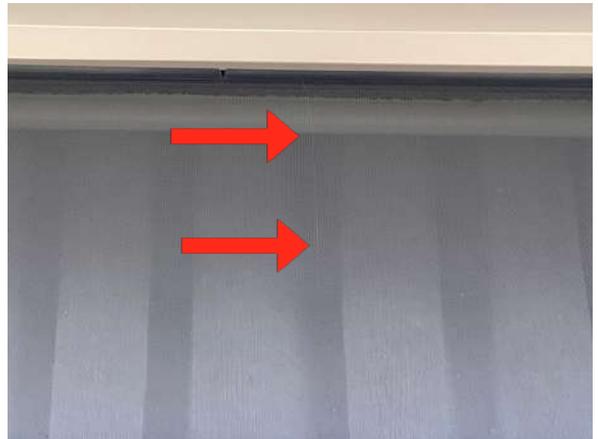
Windows are required to be presented in an `as new` condition during the final handover. Therefore, where minor rectification works are not adequate, affected windows must be replaced.

The Building Commission's, Guide to Standards and Tolerances clause 18.04 Glazing, states- 'Scratches, fractures, chips or blemishes on glazing and mirrors are defects if they are caused by the builder and can be seen from a normal viewing position. Minor scratches, fractures, chips or other blemishes that are not more than 10mm long and where there are not more than three blemishes per pane, are not defects'.

This pane of glass will have to be replaced with a new one.

SUGGESTED SOLUTION:

The glass panel needs to be replaced.



Defect 1.28

Location: Addendum 'B' - Defects List

Finding: Addendum 'B' - DEFECT - 28

DEFECT:

Sub-Standard installation of the double front door frame and double doors.

OBSERVATION:

The front door frame fixing is drummy (bouncy) and not solid all the way around the door frame. The builder has not used enough secured fixings around the door frame. When you walk on the bottom doorstep or press against the door frame with your shoe there is bounce in the door frame and there is bounce in the vertical studs of the door frame. In addition the doors are not inline.

DOMESTIC BUILDING CONTRACTS ACT 1995, Act No. 91/1995, Part 2 - Provisions that apply to all Domestic Building Contracts.

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SUGGESTED SOLUTION:

My understanding is that the builder has attempted to repair the frame however without success. My recommendation is to dismantle the doors and door frame and re-install square all square.

This may include render repairs.



Defect 1.29

Location: Addendum 'B' - Defects List

Finding: Addendum 'B' - DEFECT - 29

DEFECT:

Wall unit not built to the documented plans.

OBSERVATION:

The depth of the unit has been installed at 880 mm protruding from the wall, however on the actual plans state 600 mm. This is a significant variation from the original documented plans which has taken the area of the family room to be reduced significantly and more importantly has changed the overall appearance of what the client had intended the unit to look like.

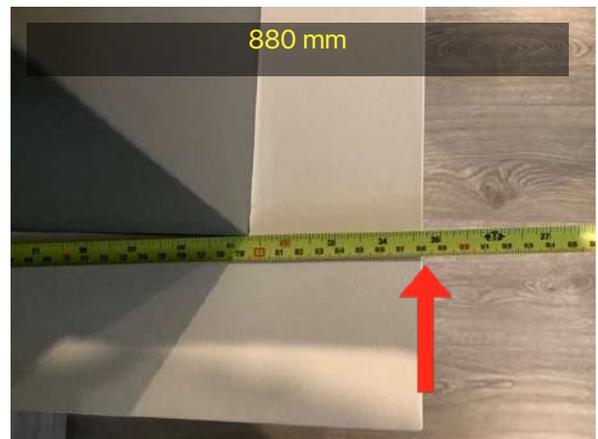
IMPORTANT NOTE :

In addition to the defective design of the wall unit, I would like to bring to your attention "Addendum 'B' - DEFECT - 18" in this report with a SUGGESTED SOLUTION to completely dismantle and re-build the entire wall unit.

SUGGESTED SOLUTION:

The wall heater needs to be dismantled for the wall unit to be TOTALLY RE-BUILT and finally the heater to re-installed to its correct height.

These works would require major disruption to the owner as the works will create a work site environment.



Defect 1.30

Location: Addendum 'B' - Defects List
Finding: Addendum 'B' - DEFECT - 30

DEFECT:

ARTICULATION JOINTS - Missing

OBSERVATION:

Articulation joints locations depend on many factors such as the windows, doors, garage openings, sliding door openings, slab foundations and so on.

We rely on the stamped plans and alterations from the stamped plans as to the location of the articulation joints as the builders MUST aswell.

Articulation joints must be designed , drawn up and signed off by the architect and/or the structural engineer.

The front of the home does not have the articulation joints and/or there may be some articulation joints, completely covered and lost with render, now either way the home is structurally compromised.

If render is covering articulation and control joints this is considered a defect with reference to Standards and Tolerances.

NO paint or render is to go over the sealant to the articulation joints.

Masonry work is considered to be defective if articulation and movement control joints have not been provided for as required.

◆ Some builders will suggest that they will simply cut an articulation joint into the brickwork, however it's just not that simple as brick wall ties are nailed at 600 mm vertically apart, however at every articulation joint the brick wall ties are nailed at 300 mm vertically apart, so for the builder to suggest that they will just cut an articulation joint into the brickwork, will not comply, And a structural engineer will need to get involved and draw up the plans to determine the correct repair method as sometimes a certain amount of brick work will need to be pulled down in order to install brick wall ties so that they are at 300 mm vertically and also so that the builder can also install Masonry flexible anchors Which are brick ties that are installed horizontally.

7.2 ARTICULATION JOINTS

Where appropriate, articulation joints shall be used in masonry walls to limit the potential cracking or distress that may be caused by footing movement.

Articulation joints shall be provided in unreinforced masonry walls longer than 5 m long.

This requirement does not apply to slabs and footings that have been designed in accordance with AS 2870 for non-articulated masonry.

Articulation joints are not required for Class A and Class S sites or for reinforced masonry designed in accordance with Section 12.

Articulation joints shall be vertical (not toothed), full-height of the masonry, and free of mortar.

Part 3.3.1.8 Vertical Articulation Joints, of the BCA requires that 'Vertical articulation joints with a width of not less than 10mm must be provided in straight, continuous un-reinforced masonry walls having no openings, at not more than 6 metre centres; and where openings more than 900 x 900mm occur, at not more than 5 metre centres.'

Where articulation joints are required in unreinforced masonry walls, they shall be provided at the following locations:

- (a) In straight, continuous walls having no openings, at centres not more than the values given in Table 7.1.
- (b) Where the height of the wall changes abruptly by more than 20% of its lesser height, at the

(b) Where the height of the wall changes abruptly by more than 20% of its lesser height, at the position of change in height.

(c) Where openings more than 900 × 900 mm occur, at not more than 5000 mm centres.

(d) Where walls change thickness.

NOTE: Engaged piers are not considered to be a change of thickness. Chases that have less than 75% of the leaf thickness remaining are considered to be changes of thickness.

(e) At control or construction joints in footings or slabs.

(f) Within 4500 mm of all corners, but not closer than 470 mm for cavity walls or 230 mm for veneer walls.

Where articulation joints are required to be weatherproof or insect-proof, they shall be closed by incorporating—

(i) flexible sealant and backing rod (see Figure 7.3);

(ii) material that will both expand and contract (see Figure 7.3); or

(iii) a proprietary system designed for this application.

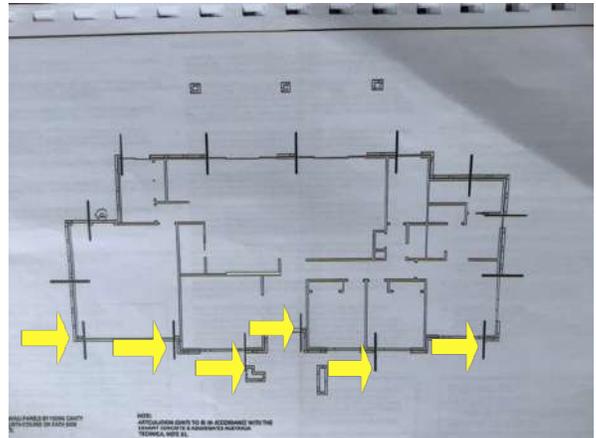
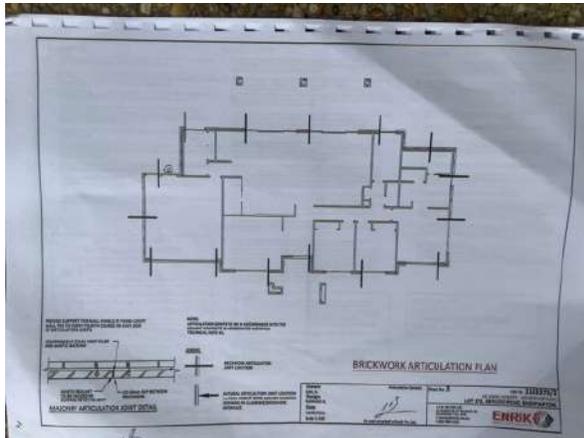
SUGGESTED SOLUTION:

If articulation joints are missing, which does appear to be the case, the structural engineer will need to make decisions, however my experience does tell me that normally the brickwork is dismantled and re-built.

In this case this is a major re-build including render works once again.

The possibility of new plaster to the perimeter walls is highly likely as the brickwork's excessive brick mortar must be cleaned from the cavity walls.

These works would require major disruption to the owner as the works will create a work site environment.





Defect 1.31

Location: Addendum 'B' - Defects List

Finding: Addendum 'B' - DEFECT - 31

DEFECT:

Articulation joints - NOT Extended all the way vertical AS3700)

Articulation joints must have a gap along the windows of 10mm or at least 5mm to each side of the window or door frames.

OBSERVATION:

There are various defects to the articulation joints, the main defect is that there are actually many of the articulation joints not installed at all and in addition where there are no articulation joints along the side of the windows, there also must be a gap between the edge of the window frame and the brickwork in order for the articulation joints to be consistent vertically.

The articulation or control joints throughout the exterior brickwork in areas were deemed as insufficient at the time of inspection.

As per AS 3700, Articulation or control joints are defective if they do not extend from the brickwork to the window or door frames.

To comply with AS3700 all articulation joints must be a minimum gap of 10mm wide and a maximum gap of 15mm to the opening of the brickwork and continuous along the window and door frames or there must be a minimum of 5mm gap between the window and brickwork to BOTH SIDES of the window & door frames to allow for movement otherwise the window has the potential to compress and glass may shatter and/or the windows operation may not function.

Failure to perform the repairs may lead to cracking to the structure during extreme weather conditions, which may carry major implications for associated building elements if left unmanaged.

These preventative works are important in ensuring the structural integrity of the associated masonry and should be performed prior to final handover.

Also

The Masonry Structures Code AS3700 limits the amount of movement to be accommodated at a vertical joint to 15mm, and requires that a gap of at least 5mm should remain after the movement has taken place. It limits the amount of movement to be accommodated at a horizontal joint to 10mm.

The joints also must be sealed to maintain the integrity of weatherproofness, acoustic and fire isolation.

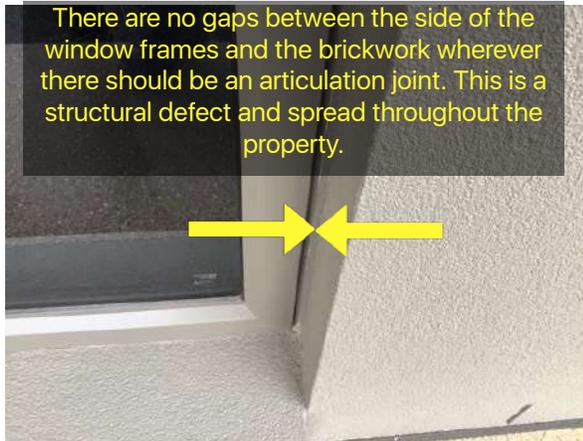
SUGGESTED SOLUTION:

If articulation joints are missing, which does appear to be the case, the structural engineer will need to make decisions, however my experience does tell me that normally the brickwork is dismantled and re-built.

In this case this is a major re-build including render works once again.

The possibility of new plaster to the perimeter walls is highly likely as the brickwork's excessive brick mortar must be cleaned from the cavity walls.

These works would require major disruption to the owner as the works will create a work site environment.



Defect 1.32

Location: Addendum 'B' - Defects List
Finding: Addendum 'B' - DEFECT - 32
DEFECT:

Defective timber/eaves and rendered wall junctions.

OBSERVATION:

There are excessive gaps exposed to the entire perimeter areas of the home.

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.

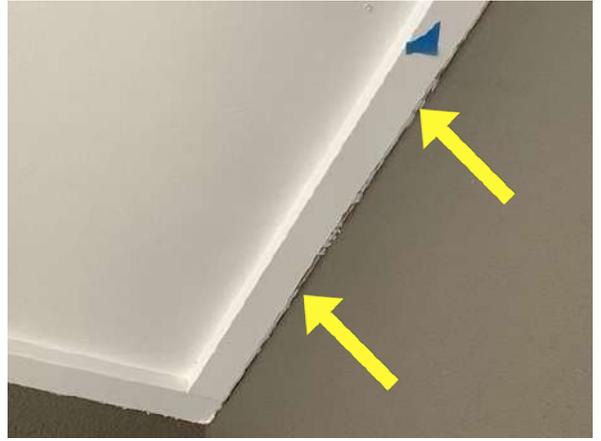
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(D) the builder warrants that the work will be carried out with reasonable care and skill and will be completed by the date (or within the period) specified by the contract.

SUGGESTED SOLUTION:

Caulking is required at the exterior eaves and render wall junctions to create a neat tidy finish, completed with paint work.



Defect 1.33

Location: Addendum 'B' - Defects List
Finding: Addendum 'B' - DEFECT - 33
DEFECT:

Defective and structurally compromised brick mortar.

As per Sharp and Howells Report Dated - 25th May 2021. Who performed laboratory testing and Marshall Structures Report Dated - 9th July 2021, which was performed by a structural engineer.

OBSERVATION:

Upon inspection of the brick mortar on site, it was quite evident that the brick mortar was soft as the mortar could be scraped quite easily with a metal rule or even my finger. My experience did tell me just feeling the brick mortar was enough to ring alarms bells, however the client has engaged two separate company's that have determined the brick mortar to be structurally compromised and defective. Now Sharp and Howells mentioned in there report to possibly grind the brick mortar and re-point, but Marshall Structures did not agree with this technique and request complete demolition of the brickwork. I do not feel I should elaborate on there findings, as it is better for the reader to read there reports direct.

I very much agree with Marshall Structures report for complete demolition of the brickwork, as the possibility of brick movement with re-pointing is highly possible and Marshall Structures report in my professional opinion, clearly states very clear reasons to ONLY MOVE FORWARD WITH DEMOLITION OF THE BRICKWORK ONLY, once again in which I agree 100%.

SUGGESTED SOLUTION:

As per Sharp and Howells Report Dated - 25th May 2021. Who performed laboratory testing and Marshall Structures Report Dated - 9th July 2021, which was performed by a structural engineer, which both reports state problems with the brick mortar, I highly recommend complete demolition of the entire perimeter brick veneer, including the rendered brick areas as well

The reason for the rendered brick areas to be demolished are quite simple:

- 1/ The brickwork would have been laid in a continuous fashion, so the defective brick mortar mix will be to the entire perimeter of the home.
- 2/ The articulation joints missing are mostly related to the rendered brick areas.

Upon demolition of the brickwork, I highly recommend demolition of the perimeter plaster work to all the walls as in order for clean brick cavity's and compliance of clean brick cavity's and for the damp coarse and weep holes to perform, the brick cavity's must be cleaned once the bricks are installed.

This major works will also include, but not limited to :

- Demolition of bricks.
- Large skip hire for bricks and plaster.
- New bricks installed.
- Protection works.
- New plaster work.
- Electrical.
- Painting.

These works would require major disruption to the owner as the works will create a work site environment.

environment.





Defect 1.34

Location: Addendum 'B' - Defects List
Finding: Addendum 'B' - DEFECT - 34

DEFECT:

Brickwork - Holes and Voids

OBSERVATION:

There are 2 Defects for consideration. One defect is brick mortar "holes and voids" and the other defect is "brick cleaning acid and pressure damage to the brick mortar.

I would like to make note that there are two major defects to this brickwork, one is the brick holes and brick voids in various locations to the brick mortar and the other is the damaged brick mortar due to excessive acid and pressure from the brick cleaner as the brick mortar is severely damaged in many areas.

Defects affecting the masonry surfaces/mortar as a consequence of cleaning the brickwork has been identified & constitutes a defect.

There are many areas where the brick mortar has deteriorated, more than likely caused by excessive acid and/or pressure by the brick cleaner.
All areas of the building must be consistent in finish and all areas of repairs must be consistent in finish and mortar colour.

There are inconsistencies with holes and voids spread throughout the property.

As per Sharp and Howells Report Dated - 25th May 2021. Who performed laboratory testing and Marshall Structures Report Dated - 9th July 2021, which was performed by a structural engineer, which is detailed in Addendum 'B' - DEFECT - 33, within this report. I do not see any concern in relation to the Brickwork - Holes and Voids as the brickwork overall is required to be demolished/taken down anyway.

SUGGESTED SOLUTION:

As detailed in Addendum 'B' - DEFECT - 33, within this report, the brickwork is to be demolished/taken down .



Defect 1.35

Location: Addendum 'B' - Defects List
Finding: Addendum 'B' - DEFECT - 35

DEFECT:

Brick/Masonry Walls Mortar - Severely Damaged By The Cleaning Of The Brick Work and the defective brick mortar.

OBSERVATION:

There are 2 Defects for consideration. One defect is brick mortar "holes and voids" and the other defect is "brick cleaning acid and pressure damage to the brick mortar.

I would like to make note that there are two major defects to this brickwork, one is the brick holes and brick voids in various locations to the brick mortar and the other is the damaged brick mortar due to excessive acid and pressure from the brick cleaner as the brick mortar is severely damaged in many areas.

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There are many areas where the brick mortar has deteriorated, more then likely caused by excessive acid and/or pressure by the brick cleaner.
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SUGGESTED SOLUTION:

As detailed in Addendum 'B' - DEFECT - 33, within this report, the brickwork is to be demolished/taken down .



Defect 1.36

Location: Addendum 'B' - Defects List

Finding: Addendum 'B' - DEFECT - 36

DEFECT:

Weep Holes Height not compliant with AS requirement

OBSERVATION:

It was observed that the Finished Ground Level (FGL) clearance to the bottom of the weepholes has not been established or maintained in accordance with AS 3700. The actual DPC position depends on the location and the requirements for this are: 150mm above the adjacent finished ground level or 100mm above sandy well drained areas or 75mm above finished paved or concrete areas or 50mm above finished paved or concrete areas which are protected from the weather such as carports or veranda's.

SUGGESTED SOLUTION:

As detailed in Addendum 'B' - DEFECT - 33, within this report, the brickwork is to be demolished/taken down, so the builder is to not make the same mistake, in relation to the defective weep hole heights.



Defect 1.37

Location: Addendum 'B' - Defects List

Finding: Addendum 'B' - DEFECT - 37

DEFECT:

Brickwork - Excessive mortar (AS4455)

OBSERVATION:

It was observed at the time of inspection that the brickwork, spread throughout various areas of the brickwork require cleaning to remove excessive mortar.

This quality of excessive brick mortar does not meet contractual requirements regarding acceptable finishes.

The Building Commission's Guide to Standards and Tolerances clause 3.07, Masonry Facing states that:- 'Masonry faces are defective if they are not cleaned and free of excess mortar' and clause 3.11, Cleaning, Mortar Smears & Stains states that:- 'Stains, mortar smears and damage caused by cleaning are defects if they are visible from a normal viewing positioning.' The faces and edges of the bricks within the wall around this home will have to be properly re-cleaned to remove all traces of the mortar residue from across them.

SUGGESTED SOLUTION:

As detailed in Addendum 'B' - DEFECT - 33, within this report, the brickwork is to be demolished/taken down, so the builder is to not make the same mistake, in relation to the excessive brick mortar.









Defect 1.38

Location: Addendum 'B' - Defects List
Finding: Addendum 'B' - DEFECT - 38

DEFECT:

Brick Perp Ends - Variations Excessive

OBSERVATION:

It is observed that there is an excessive deviation from the documented thickness of the brick per ends.

There are variations in excess of up to 24mm which is excessively high than the acceptable levels of workmanship regardless if it is the bricklayers defective workmanship and/or defective sizing or seconds brick supplied by the builder.

The maximum non-structural framework tolerance is 10mm. This identified defect exceeds the maximum allowable tolerance and is therefore considered a defect.

There are inconsistencies throughout the brickwork to the perimeter of the building and the photos attached are only a few as a guide.

SUGGESTED SOLUTION:

As detailed in Addendum 'B' - DEFECT - 33, within this report, the brickwork is to be demolished/taken down, so the builder is to not make the same mistake, in relation to the Brick Perp Ends To Be Excessive



Defect 1.39

Location: Addendum 'B' - Defects List

Finding: Addendum 'B' - DEFECT - 39

DEFECT:

Barge flashing-poor finish, sub-standard workmanship

OBSERVATION:

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.

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(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.

SUGGESTED SOLUTION:

The flashing should be re-done.



Defect 1.40

Location: Addendum 'B' - Defects List

Finding: Addendum 'B' - DEFECT 40 (Which is almost identical to Addendum 'B' - DEFECT 33)

DEFECT:

Defective and structurally compromised brick mortar under the render. As detailed in Addendum 'B' - DEFECT - 33, within this report, the brickwork is to be demolished/taken down, so the builder is to not make the same mistake, in relation to the Brick Perp Ends To Be Excessive

As per Sharp and Howells Report Dated - 25th May 2021. Who performed laboratory testing and Marshall Structures Report Dated - 9th July 2021, which was performed by a structural engineer.

OBSERVATION:

Upon inspection of the brick mortar on site, it was quite evident that the brick mortar was soft as the mortar could be scraped quite easily with a metal rule or even my finger. My experience did tell me just feeling the brick mortar was enough to ring alarms bells, however the client has engaged two seperate company's that have determined the brick mortar to be structurally compromised and defective.

Now Sharp and Howells mentioned in there report to possibly grind the brick mortar and re-point, but Marshall Structures did not agree with this technique and request complete demolition of the brickwork.

I do not feel I should elaborate on there findings, as it is better for the reader to read there reports direct.

I very much agree with Marshall Structures report for complete demolition of the brickwork, as the possibility of brick movement with re-pointing is highly possible and Marshall Structures report in my professional opinion, clearly states very clear reasons to ONLY MOVE FORWARD WITH DEMOLITION OF THE BRICKWORK ONLY, once again in which I agree 100%.

SUGGESTED SOLUTION:

As per Sharp and Howells Report Dated - 25th May 2021. Who performed laboratory testing and Marshall Structures Report Dated - 9th July 2021, which was performed by a structural engineer, which both reports state problems with the brick mortar, I highly recommend complete demolition of the entire perimeter brick veneer, including the rendered brick areas as well

The reason for the rendered brick areas to be demolished are quite simple:

1/ The brickwork would have been laid in a continuous fashion, so the defective brick mortar mix will be to the entire perimeter of the home.

2/ The articulation joints missing are mostly related to the rendered brick areas.

Upon demolition of the brickwork, I highly recommend demolition of the perimeter plaster work to all the walls as in order for clean brick cavity's and compliance of clean brick cavity's and for the damp coarse and weep holes to perform, the brick cavity's must be cleaned once the bricks are installed.

This major works will also include, but not limited to :

Demolition of bricks.

Large skip hire for bricks and plaster.

New bricks installed.

Protection works.

New plaster work.

Electrical.

Painting.

These works would require major disruption to the owner as the works will create a work site

These works would require major disruption to the owner as the works will create a work site environment.



Information

Client (Solicitor Acting For) : (PRIVATE)

Instructions received from: (PRIVATE)

Acting For : (PRIVATE)

Contact No : (PRIVATE)

Property : (PRIVATE) Vic

Property Owners : (PRIVATE)

Inspection Date : 14th July 2021.

Report Date : 29th July 2021 - Completed

Builder : (PRIVATE)

Nature of works: Construction of a new home.

Construction Type: Single story, concrete waffle slab, steel frame, brick veneer and partly rendered home.

* Client Brief (Inspection & Report Particulars)

I have been requested to carry out a building inspection to identify non-compliant, defective workmanship and incomplete workmanship at (PRIVATE).

I understand the contract value of works to be below 1 million dollars.

A Final Certificate of Occupancy has been issued.

Despite this, and according to my site inspection dated 14th July 2021, the builder appears to have had difficulty finishing off works or attending to defects, and is likely to also be unaware of many defects contained in this report. As a result, this report has been compiled with the primary aim of assisting the Tribunal in determining building issues arising from this dispute.

It is understood this report is based on a visual inspection of the property concerned; based on the information supplied by the parties to the matters contained within the client brief, at or before the site inspection.

This report will not warrant or imply that all defects (latent or otherwise) existing within the property have been identified within our report. The report deals mainly with the items nominated.

This report is prepared for the sole use of, the client named or their agent and must not be reproduced wholly or in part for any purpose without the written approval of the writer.

No responsibility or liability for any damage or loss arising to any third party caused through the use or reference to this report by any party other than our client will be admitted or accepted.

This report contains the opinions based on the writer's qualifications and experience over some 33 plus years of continuous employment within the building industry.

In addition to this report, the owner did seek 2 separate expert opinions.

The first report from Sharp and Howells Report Dated - 25th May 2021, Who performed laboratory testing on the brick mortar, which is as valuable report in my professional opinion.

The second report from Marshall Structures Report Dated - 9th July 2021, which was performed by a structural engineer, whom provided another inspection and report on the brick mortar, but not limited to.

* Notes

No enquires have been made with any relevant authorities or the building surveyor unless specifically stated within the

No enquires have been made with any relevant authorities or the building surveyor unless specifically stated within the report.

No furniture, fittings, lining and or claddings, fixtures or the like have been removed or shifted by the consultant/writer in the conducting of the inspection; unless so noted within the body of the report.

Any such removal or movement by the owner or their agents will be noted within the report as appropriate.

No earthworks, excavations, plant or tree removal has been carried out by the writer.

No samples of any nature have been collected or removed from the property unless so noted by the writer and with the agreement of the property owner

* Observations & Opinion

On attendance at the property I met with the owner Maree Ralph.

The purpose of meeting Maree Ralph was to gain access to the property and also quite simply to get an understanding of the property in relation to Maree Ralph's concerns.

Maree Ralph was very helpful to guide myself through the property, introducing myself to the her concerns, so that I could get a complete picture on the day of the inspection.

Once Maree Ralph showed myself around and completed her concerns I was free to complete my own inspection.

Upon starting my own inspection I was well aware of the previous two reports from:

- ◆ Sharp and Howells Report Dated - 25th May 2021. Who performed laboratory testing.
- ◆ Marshall Structures Report Dated - 9th July 2021, which was performed by a structural engineer.
- ◆ The wall unit major variations to the documented contract.
- ◆ The brick pilllar and large sliding windows locations, which is also substantially different to the documented contract.
- ◆ The Hot water storage unit and gas heating unit location which is also substantially different to the documented contract.

In my own independent inspection and measuring of the wall unit, the brick pillar, the sliding doors and the Hot water storage unit and gas heating unit, it is very clear that the builder has completed forgot and/or drifted from the documented plans and contracts.

Items of this magnitude simply cannot be altered and changed to this degree, its just as simple as that.

In relation to the various defective brickwork items in this report, I very much agree with Marshall Structures that the brickwork, consisting of the veneer brickwork and the rendered brickwork should all be dismantled.

There are various other defective works as detailed in the report, such as the painting, which will also disrupt the owner to a high level and various defects again, detailed in this report.

In relation to the works being performed, once repairs take place. I strongly recommend that the builder be completely organised with all paper work from the architect, engineers, council, contracts, etc as all works should be started and completed and the owner be relocated until the property is completed to the contractual obligations of the builder.

* Findings / Conclusion

The builder has an obligation under the :

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.

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.

The work carried out fails to meet the above requirements.

In addition to the work carried out which has failed to meet the basic requirements, the alterations to the documented contract are large and not what the client signed for.

The total works which consist of various major works, will create a work site and I recommend that the owners entire belongings, including furniture be professionally taken away from the site and stored and/or moved to the temporary accomodation where the owner will need to live until the builder completes the works.

* Cost Estimates

Have been provided in a defect statement under - Addendum 'A' Costings

Report Standard

The Report has been prepared in accordance with Australian Standard AS4349.0-2007 Inspection of Buildings Part 0: General Requirements and to any other Australian Standards cited in these Terms and Conditions.

The sole purpose of this Report and the associated services performed by Les Camilleri of Master Property Inspections is to display information in accordance with the scope of services set out in the quotation between Les Camilleri & its client. The scope of works and services were defined by the requests of the client, by the time and budgetary constraints imposed by the client & other required parties, and by the availability of access to site/s and information.

* Terms & Conditions

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

Instructions

Verbally by way of site meeting on 14th July 2021.
Phone conversations.
Various Emails .

Facts, matters and assumptions

This report is based on a site inspection carried out on 14th July 2021.

Defects List

Have been provided in Addendum 'B' in this report.

Expert's Summary, Statement, Declaration & Experience.

Has been provided in Addendum 'C'.

Access

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

Addendum 'C'

Addendum 'C'

COMPLIANCE WITH PRACTICE NOTE 2 UNDER SECTION 158 OF THE VICTORIAN CIVIL AND ADMINISTRATIVE
TRIBUNAL ACT 1998
(VCAT PN2)

A. Expert's Duty to the Tribunal

I acknowledge that:-

An expert witness has a paramount duty to the Tribunal and not to the party retaining the expert.

An expert witness has an overriding duty to assist the Tribunal on matters relevant to the expert's experience.

An expert witness is not an advocate for a party to a proceeding.

B. Expert

Les Camilleri of Master Property Inspections has been engaged to provide an Expert Report ('Report') in relation to a dispute concerning the above property, to assist the Victorian Civil and Administrative Tribunal (VCAT) to determine the matter.

Les Camilleri, is a full time building consultant who has has over 33 years in the building industry and 13 years conducting property inspections and has the expertise and experience to provide building advice in this matter.

I started my career over 34 years ago as a qualified A grade electrician with a contractor's license and ran my own electrical business for 10 years. I did a range of work including Domestic, Commercial and Industrial work obtaining many large name clients including Toll transport, Magnetic automation, Community aid abroad and Tasman meats.

I started in the building industry project managing specific type projects, below are some of my projects to date:

**Extension on Property at 34 Cimberwood Dve Craigieburn. House was originally 10 squares, added a large family area with Bar, Main bedroom and ensuite creating a 25sq house. Coordinated and supervised all trades.

**Subdivision of Commercial property at 445 Grimshaw St Bundoora Unit 1 was subdivided into Unit 1a and Unit 1b. Created two separate Commercial properties. Coordinated and supervised all trades.

**Built a new home, which was an American Queen Anne double story property built at Greenvale. This project was from start to finish including landscaping and coordinating and supervising all trades.

**New French Provincial Double story at Essendon. This project was from start to finish including landscaping and coordinating and supervising all trades.

**New Victorian split level property at Reservoir. This project was from start to finish including landscaping and coordinating and supervising all trades.

My work is always specific and high quality.

I have done Electrical and various building projects for 34 years.

I am now a full time Private Building Consultant/Inspector, my clients rely on me to give detailed and accurate reports based off the building codes of Australia, Australian standards and the like.

My Inspections and work are varied and my reports cover:

New construction, from the Pre-Slab, Post-Slab, Frame, Pre-Plaster, lockup, Practical Completion Inspection and finally the Handover inspection. Re-Inspections when necessary.

I also inspect and report on Pre-purchase existing homes and cover Building structural and minor defects, Termite and timber pest, Electrical, Asbestos, Dilapidation and Methamphetamine contamination with Laboratory results.

In the later years of my career I became a consultant with Jim's building inspections from 2015 to 2019. Most recently in January 2020 I went out on my own still providing the same services under my own company name, Master Property Inspections and now have a full time building consultant working in my company as well.

in January 2020 I went out on my own still providing the same services under my own company name, Master Property Inspections and now have a full time building consultant working in my company as well.

C. Experts Experience to make this Report

This matter involves the construction of a single storey domestic residence, which I have had extensive experience in both the hands on construction and the quality control process of.

My company Master Property Inspections, performs typical pre-purchase building inspections, specific building inspections, new construction building inspections, from pre-slab to final handover and/or VCAT Compliant inspections on a daily basis, that our clients rely on for there decisions whether to build a home, buy a property, repair a property or dispute with another party in relation to a property .

I therefore believe that I am competent to provide expert opinion in relation to this matter

D. Facts, matters and assumptions

The facts and matters which I have accepted, and assumptions that I have made in the preparation of this Report, are fully detailed within it.

E. Documents and materials

I was provided on site the plans with specifications, which I have photographed as needed.

I was provide with the Sharp and Howells Report Dated - 25th May 2021.

I was provide with the Marshall Structures Report Dated - 9th July 2021.

F. Reference material

Marshall Structures Report Dated - 9th July 2021.

Sharp and Howells Report Dated - 25th May 2021.

Documented Plans

NCC (BCA) 2019.

NCC 2019.Former (BCA) and all subsequent amendments. All relevant Australian Standards.

The Building Commissions Guide to Standards & Tolerances 2007.

Manufacturer's installation manuals & guides.

Building Act 1993

Domestic Building Contracts Act 1995

Past VCAT rulings.

Relevant Australian Standards including:

Rawlinsons Construction Cost Guide 2021, EDITION 29.

Foundation Maintenance and Footing Performance CSIRO - BTF 18

Solicitors Documentation

Clients Documented Plans

G. Tests & Experiments

Non Invasive assessments and standard measurements.

Sharp and Howells Report Dated - 25th May 2021, with laboratory results.

H. Opinions that have not been fully researched

There are none that I am currently aware of.

I. Questions outside the Experts Expertise

There are none that I am currently aware of.

J. Practice Note VCAT 2

At the time of being retained I was aware of the contents of Practice Note VCAT 2.

At the time of being retained I was aware of the contents of Practice Note VCAT 2.

K. Declaration

I have made all the enquires that I believe are desirable and appropriate and that no matters of significance which I regard as relevant have to my knowledge been withheld from the Tribunal.

L. Summary

According to my expertise and findings, the attention to detail of this build, and the overall finishing quality and variances from the contract is not to an acceptable standard for a new construction build.

L. Summary - Text part of this Report

Contained within the body of this report

THE STANDARD TERMS & CONDITIONS THAT MY SERVICES ARE PROVIDED SUBJECT TO:-

1. Engagement

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

2. Assumed Finishes

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

3. Documentation

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

4. Non-Destructive Inspection

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

5. Measurements/Levels

Measurements taken during my inspections are with a standard metal rule, a tape measure, a 1.8 mtr long spirit level and digital floor level assessment, unless otherwise stated within this report.

6. Access

My inspections are limited to areas that can only be safely accessed with the standard equipment that I carry, being an ladder that meets the criteria of AS4349.0 and AS4349.1 of aluminium steps and long extension ladder, and that can be readily accessed without causing me to breach any of WorkSafe Victoria's current Code of Practices or any part of the current Occupational Health and Safety Act.

be readily accessed without causing me to breach any of WorkSafe Victoria's current Code of Practices or any part of the current Occupational Health and Safety Act.

7. Services, Appliances, Plant and Equipment

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

8. Copyright

This report, including its layout, format, contents and presentation is the copyright of Master Property Inspections. Any person, party or entity, other than the party named as the client/s on the front page hereof, that uses or relies upon this report without my expressed written permission is in breach of this copyright.

9. Client Use

This report has been prepared for the exclusive use of the party named as the client/s on the front page hereof. Any other person, party or entity that uses or relies on this report without my written consent does so at their own risk and I accept no responsibility for such use.

The party named as the client accepts that by using, referring too, forwarding or causing this report to be forwarded onto a third party, either in part or in full, that they are accepting it as the completed report and agree to make full payment when and as invoiced.

10. Report Reproduction

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

11. Reference

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

12. Exclusions

This is a visual inspection only of structural elements, where access is available and there are no visibility obstructions, such as vegetation, finishes, fixtures and fittings, cupboards, stored goods, floor coverings and debris.

Only areas to which reasonable access is available were inspected. The Australian Standard 4349.1 defines reasonable access as "areas where safe, unobstructed access is provided and the minimum clearances are available, or, where these clearances are not available,

areas within the consultant's unobstructed line of sight and within arm's length." Reasonable access does not include the use of destructive or invasive inspection methods, nor does reasonable access include cutting or making access traps, or moving heavy furniture or stored goods.

This is not a structural report but does include a photographic record of structural defects visible at the time of the inspection. The Report does not cover all maintenance items, particularly those such as jamming doors, windows or catches, decorative finishes and hairline or slight cracks (Category 0 and 1 of Appendix C – Australian Standard AS 2870-2011). Please note that this is not an exhaustive list of minor defects, which are found in nearly all buildings as a result of general wear and tear.

Where we have used the terms 'left-hand' and 'right-hand', we are assuming that the observer is facing the item being described.

- a) Defects outside the scope of the client brief;
- b) Defects not evident by visual inspection;
- c) Defects in inaccessible parts of the building, including but not limited to, the roof space and sub-floor areas;
- d) Defects only apparent in different weather or environmental conditions as to those prevailing at the time of my inspection;
- e) Defects not consider significant enough to warrant any rectification work at the time of my inspection;
- f) Defects that would be rectified as a consequence of any other defect listed within this report;

- e) Defects not consider significant enough to warrant any rectification work at the time of my inspection;
- f) Defects that would be rectified as a consequence of any other defect listed within this report;
- g) Defects that I consider to be Work in Progress or already clearly marked for rectification by the builder;
- h) Check measure of rooms, walls and the overall building, for size, height, parallel and squareness unless specifically noted;
- i) Landscaping, retaining walls, or any structures outside the roofline of the main building unless specifically noted;
- j) Enquiries of Councils, the relevant Building Surveyor and/or any Statutory Authority;
- k) Items that meet accepted industry practices and/or generally comply with the Performance Requirements of the BCA even if they are not strictly meeting the Deemed-to-Satisfy provisions of that document.
- l) Minor cracking of cornice and architrave joins; minor alignment of cupboard doors and draw fronts; minor alignment of doors and their latches as it is my considered opinion that these items are best addressed at the maintenance stage.

We have not reported on:

- *asbestos related products or other hazardous material
- *Operation of swimming pools, spas and similar facilities
- *condition or adequacy of underground pipes or drainage systems
- *condition or adequacy or compliance of electrical, gas and plumbing
- *operation, adequacy or compliance of security and communications systems, smoke detectors, building services, building automation, automatic garage door mechanisms, plant, equipment and mechanical or electrical appliances or fittings
- *footings below ground or soil conditions
- *compliance with BCA, planning, sustainability or environmental matters including but not limited to the adequacy or safety of insulation, waterproof membranes and/or other installations, or BAL assessments.

Every attempt has been made to identify all visible defects for inclusion in this report. We cannot be held liable for any defects that have not been recorded during the site attendances.

This Report is prepared with information supplied by the client and possibly others which is presumed to be accurate and complete. No responsibility is accepted for information that is withheld, incorrect or that is inaccurate, nor for changes to the conditions over the passage of time or from latent circumstances or conditions.

This Report has been compiled at the level of detail specified in the report and no responsibility is accepted for interpretations made at more detailed levels than so indicated.

The Report is not a certificate of compliance for the property within the requirements of any Act, regulation, ordinance or local by-law.

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Master Property Inspections
 BUILDING CONSULTANTS AND QUALITY INSPECTORS
 Essendon, Victoria.
 Info@masterpropertyinspections.com.au
 Office 03 9337 3884

For Your Information 4.01

Location: Site Photo's

Finding: General Site Photo's

General Site Photo's are provided for your general reference.



Costings

Location: Addendum 'A' - Costings

Finding: Addendum 'A' - Costings

Rectification Cost Estimate:

Notes when reading this rectification costing estimate;

- a) The cost estimate has been prepared on the basis that the works will be undertaken by a Registered Builder specialising in renovations and repairs to buildings.
- b) The engaged Builder will be operating as a project manager and will take on the responsibility of managing all trades.
- c) Built into the reported costs to rectify is a margin of 25% that a builder would receive to cover supervision, administrative and other cost associated with project managing the rectification. This fee of 25% is considered consistent with current industry practice.
- d) The rates column also has an additional margin or allowance that allows for additional preparation time, insurances risk, and profits on working in a rectification environment, rather than a green field site.
- e) Each item has been separately costed. We would assume that one builder would be engaged to carry out all works.
- f) Costing Analysis is based on Rawlinsons Construction Cost Guide 2021, EDITION 29 and where appropriate, current paid invoice amounts and local market cost.
- g) The Goods and Services tax has been added at a rate of 10 % on the overall cost of rectification, including the builder's margin.
- h) The Goods and Services tax estimate is indicative only and would be subject to the final costing for all rectification.
- i) Master Property Inspections have taken every care to ensure that the information in this report is factual and the conclusions reached are fair and reasonable, however the writer of this report accepts no liability or responsibility for any loss or damage of whatever kind whether a result of negligence or any other cause.

Costings below is based on Rawlinsons Construction Cost Guide 2021, EDITION 29.

*Defect 1, Description - Replace damaged door, prepare and paint. *TRADE - Carpenter and Painter *MATERIALS, \$345 - *Labour, \$66 + \$69 Per/Hour - *Total Hours, 2.5 Hours - Labour each, \$337.50 - Materials/Labour, Sub Total, \$682.50.

*Defect 2, Description - Garage concrete floor to be sanded and sealed with 2 pac sealer. *TRADE - Specialist Sealer - Materials/Labour, Sub Total, \$2845.

*Defect 3, Description - *TRADE - Carpenter (painting quoted as a total)-MATERIALS, \$75 - *Labour, \$66 Per/Hour - *Total Hours, 3 Hours - Labour, \$198 - Materials/Labour, Sub Total, \$273.

*Defect 4, Description - Plaster repairs. *TRADE - Plasterer - Materials/Labour, Sub Total, \$1980

*Defect 5, Description - Take all doors off, paint tops and bottoms. *TRADE - Painter *MATERIALS, \$95 - *Labour, \$69 Per/Hour - *Total Hours, 14 Hours - Labour, \$966 - Materials/Labour, Sub Total, \$1061.

*MATERIALS, \$95 - *Labour, \$69 Per/Hour - *Total Hours, 14 Hours - Labour, \$966 - Materials/Labour, Sub Total, \$1061.

*Defect 6, Description - Complete door seals. *TRADE - General *MATERIALS, \$245 - *Labour, \$69 Per/Hour - *Total Hours, 2.5 Hours - Labour, \$172.50 - Materials/Labour, Sub Total, \$417.50

*Defect 7, Description - Dismantle and re-install sliding door. *TRADE - Joiner *MATERIALS, \$100 - *Labour, \$69.50 Per/Hour - *Total Hours, 10 Hours - Labour, \$695 - Materials/Labour, Sub Total, \$795

*Defect 8, Description - *TRADE - Joiner. *MATERIALS, \$20 - *Labour, \$69.50 Per/Hour - *Total Hours, 2 Hours - Labour, \$139 - Materials/Labour, Sub Total, \$159

*Defect 9, Description - Supply door handle and electronic lock and install both. *TRADE - Joiner. *MATERIALS, \$365 - *Labour, \$69.50 Per/Hour - *Total Hours, 3 Hours - Labour, \$208.50 - Materials/Labour, Sub Total, \$573.50

*Defect 10, Description - Sand and stain front door. *TRADE - Painter. *MATERIALS, \$245 - *Labour, \$69 Per/Hour - *Total Hours, 6 Hours - Labour, \$690 - Materials/Labour, Sub Total, \$935

*Defect 11, Description - Replaced damaged window frame. *TRADE - Window manufacturer - Materials/Labour, Sub Total, \$445

*Defect 12, Description - Sealing above the tiles splash backs *TRADE - Caulker *MATERIALS, Materials/Labour, Sub Total, \$980. (However the top row of tiles at a minimum should be re-done, which would include, re waterproofing, new tiles, install new tiles and re-seal at approximately-\$4000 allowance should be made, and if it was to become the entire wall tiles, the costings will rise, up to \$19500

*Defect 13, Description - Seal/Caulk the perimeter architraves to the tops and bottoms of the windows and doors. *TRADE - Painter *MATERIALS, \$145 - *Labour, \$69 Per/Hour - *Total Hours, 3 Hours - Labour, \$207 - Materials/Labour, Sub Total, \$352

*Defect 14, Description - Minor timber fixing repair and paint. *TRADE - Joiner and painter. Materials/Labour, Sub Total, \$15.

*Defect 15, Description - Damaged render detailed below under - Additional Larger Items.

*Defect 16, Description - Supply and installation of a new clothesline. *TRADE - General *MATERIALS - Materials/Labour, Sub Total, \$895.

*Defect 17, Description - Damaged render detailed below under - Additional Larger Items.

*Defect 18, Description - Complete disassemble and demolition of the wall unit, which would consist of careful dismantle of # fire gas place and flu # plaster, steel framing and timber fixing.
installation of new frame.
installation of heater and flu system.
installation of plaster and timber fixing.
installation of new floating flooring.
#Painting detailed below under - Additional Larger Items.
*TRADE - Many trades, however the main trades, such as a plumber, gas plumber, roof plumber, electrician, plaster, carpenter, flooring specialist, painter.
Materials/Labour, Sub Total, \$24,450

*Defect 19, Description - Relocation of the solar hot water panels, including roof repairs and fencing installed around the hot water service. *TRADE - Gas plumber, roofing expert, fencing specialist - Materials/Labour, Sub Total, \$6800

*Defect 20, Description - *TRADE - General *Materials/Labour, Sub Total, \$10

*Defect 20, Description - *TRADE - General *Materials/Labour, Sub Total, \$10

*Defect 21, Description - New brick pillar, move sliding doors and re build metal frame - Materials/Labour, Sub Total, \$2980

*Defect 22, Description - Painting repairs to the entire home, including 2 coats of paint over defective area, following through with and complete final coat of paint to the plaster and timber work. Materials/Labour, Sub Total, \$19,450

*Defect 23 is covered in new brickwork.

*Defect 24 is covered in the replacement of the door.

*Defect 25, Description - Floating floor repair *TRADE - Floor Specialist * Materials/Labour, Sub Total, \$500

*Defect 26, Description - Excessive paint. *Trade - General - Materials/Labour, Sub Total, \$265

*Defect 27, Description - Glass Replacement *TRADE - Glazier - Materials/Labour, Sub Total, \$295

*Defect 28, Description - Re-Installation of the front door frame and doors. TRADE - Joiner *MATERIALS, \$385 - *Labour, \$69.50 Per/Hour - *Total Hours,8 Hours - Labour, \$556 - Materials/Labour, Sub Total, \$941

*Defect 29, Description - Wall unit not built to documented plans - These costings have been included in *Defect 18, Description - Complete disassemble and demolition of the wall unit, which would consist of careful dismantle of # fire gas place and flu # plaster, steel framing and timber fixing.

installation of new frame.

installation of heater and flu system.

installation of plaster and timber fixing.

installation of new floating flooring.

#Painting detailed below under - Additional Larger Items.

*Defect 30, Description - Articulation Joints Missing - Costings will be allowed for in the new brick work installation, as the bricklayer, this time is to follow the plan.

*Defect 31, Description - Articulation Joints not extended all the way - Costings will be allowed for in the new brick work installation, as the bricklayer, this time is to follow the plan.

*Defect 32, Description - Defective timber eaves - *TRADE - Carpenter *MATERIALS - Materials/Labour, Sub Total, \$2340

*Defect 33, Description - Demolition of the entire brick work, including the rendered areas, brick veneer areas and brick pillars *TRADE - *General *Bin Hire, \$3000 - *Labour, \$65.50 Per/Hour x 3 men - *Total Hours,120 Hours - Labour, \$7860 - Materials/Labour, Sub Total, \$10860

*Defect 34, Description - Brick holes and voids - Under new brick work costings, which will be under  Additional Larger Items

*Defect 35, Description - Compromised brick mortar quality - Under new brick work costings, which will be under  Additional Larger Items

*Defect 36, Description - Defective weep hole heights - Under new brick work costings, which will be under  Additional Larger Items

*Defect 37, Description - Excessive Brick Mortar - Under new brick work costings, which will be under  Additional Larger Items

*Defect 38, Description - Brick Perp Ends - Variations Excessive - Under new brick work costings, which will be under  Additional Larger Items

*Defect 38, Description - Brick Perp Ends - Variations Excessive - Under new brick work costings, which will be under ♦ Additional Larger Items

*Defect 39, Description - Barge Flashing Poor Finish *TRADE - Roof Plumber *Materials/Labour, Sub Total, \$385

*Defect 40, Description - Defective and structurally compromised brick mortar - Under new brick work costings, which will be under ♦ Additional Larger Items

♦ Additional Larger Items - (that are an extension to the items above)

*Description - New Brickwork to the entire home, consisting of new bricks, brick mortar, basic materials, scaffolding and labour - \$29,000.

*Description - Render as per original - \$7,500

*Description - Brick Cleaning - \$1925

*Description - Plans, Permits and the like - \$4850

* Description - Contingency Works, which is fair and reasonable for a complex and awkward job of this type - \$7650

*Description - Temporary fencing and Bin Hire seperate from the brick work - \$3840

*Description - Furniture removal and return after property is completed, including storage - \$7840

*Description - Accommodation, based of 6 months. With cooking facilities and 2 bedroom. As the stay is short, it is quite difficult to attain a home with typical rent of say \$600 a week, so the only option is perhaps Quest, which is a modest accommodation at \$190 a night for 6 months - \$31,920.

General Preliminaries

- Allow for warranty insurance \$1950
- Allow for general builders clean \$950
- Allow for camera detection and static testing \$3465

SUBTOTAL - \$201,094.50

BUILDERS MARGIN 30% - \$60,328.35

SUBTOTAL - \$261,422.85

GST - \$26,142.285

Addendum 'A' - Repair Costings - TOTAL (gst incl) - \$287,565.135

Special Note: No provision has been made for damage to any furniture, appliances and the like.

SPECIAL NOTE :

*No pricing has been included for any additional underground damaged plumbing that may arise upon the camera detection and static testing.

*A 30% Builders margin has been applied to all costings, due to the awkward nature of the works and the site to protect the existing building materials of the home / property.