

## Handover Inspection Building Inspection Report To AS4349.0-2007 Inspection of Buildings General Requirements

### Administration Details

Property Address: 1 Smith St Bondi

Name: John Sample report

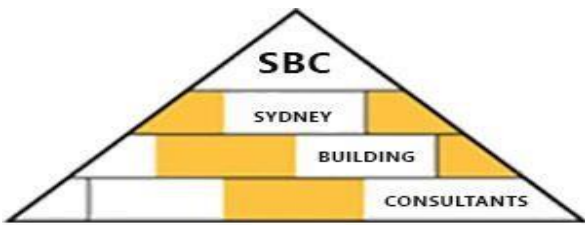
### Inspection Details

#### Areas Inspected and Restrictions to the Inspection

The Inspection included: The Building

- **The Actual Areas Inspected were:** interior and exterior where safely accessible.

**Restrictions: visual inspection. Non-Invasive.** Visual inspection was obstructed externally due to the high pressure water cleaning contractor. Restricted access.



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## Photographs

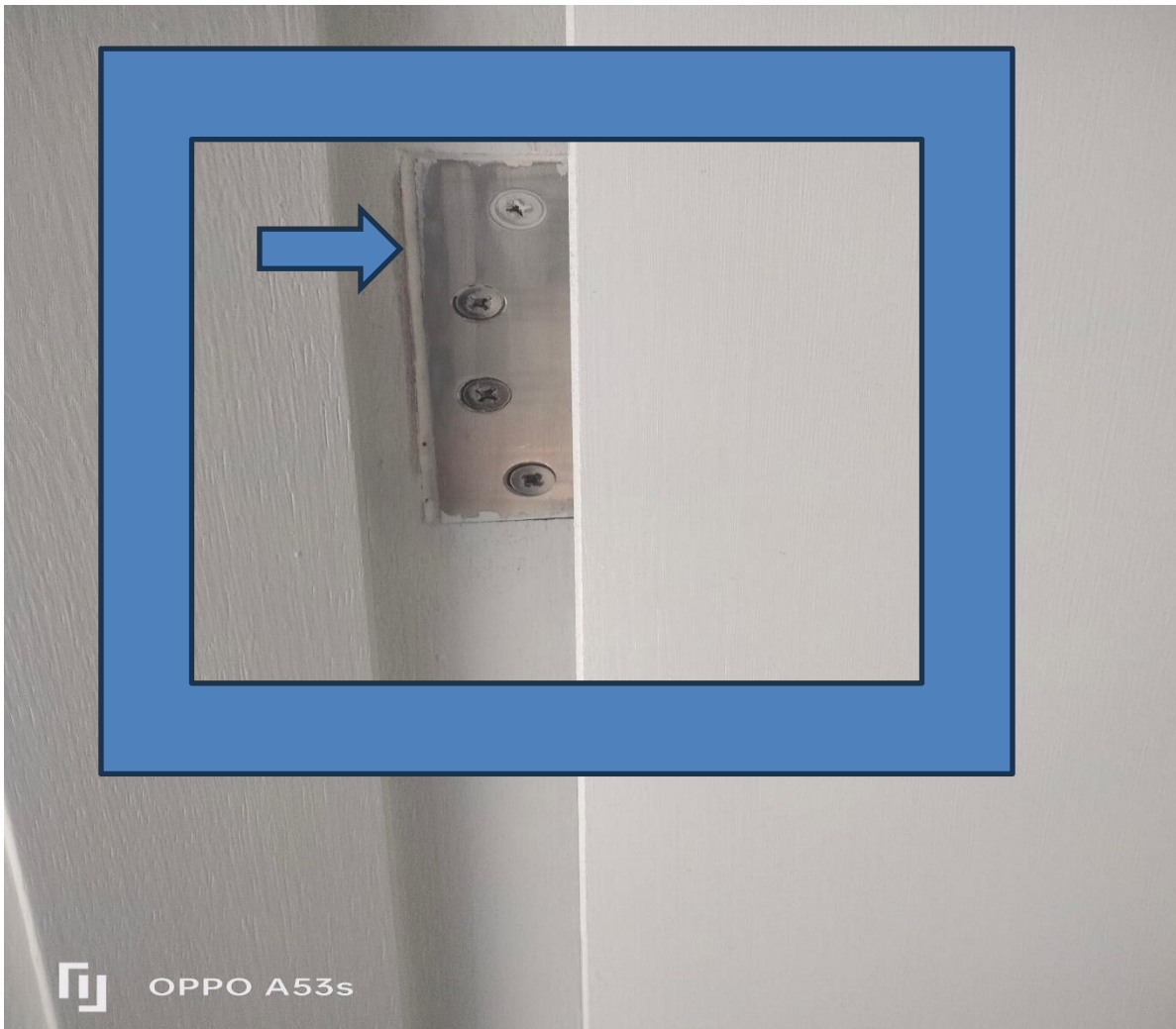


Figure 1 ground floor doors were observed with missing screws to the hinges incomplete work.

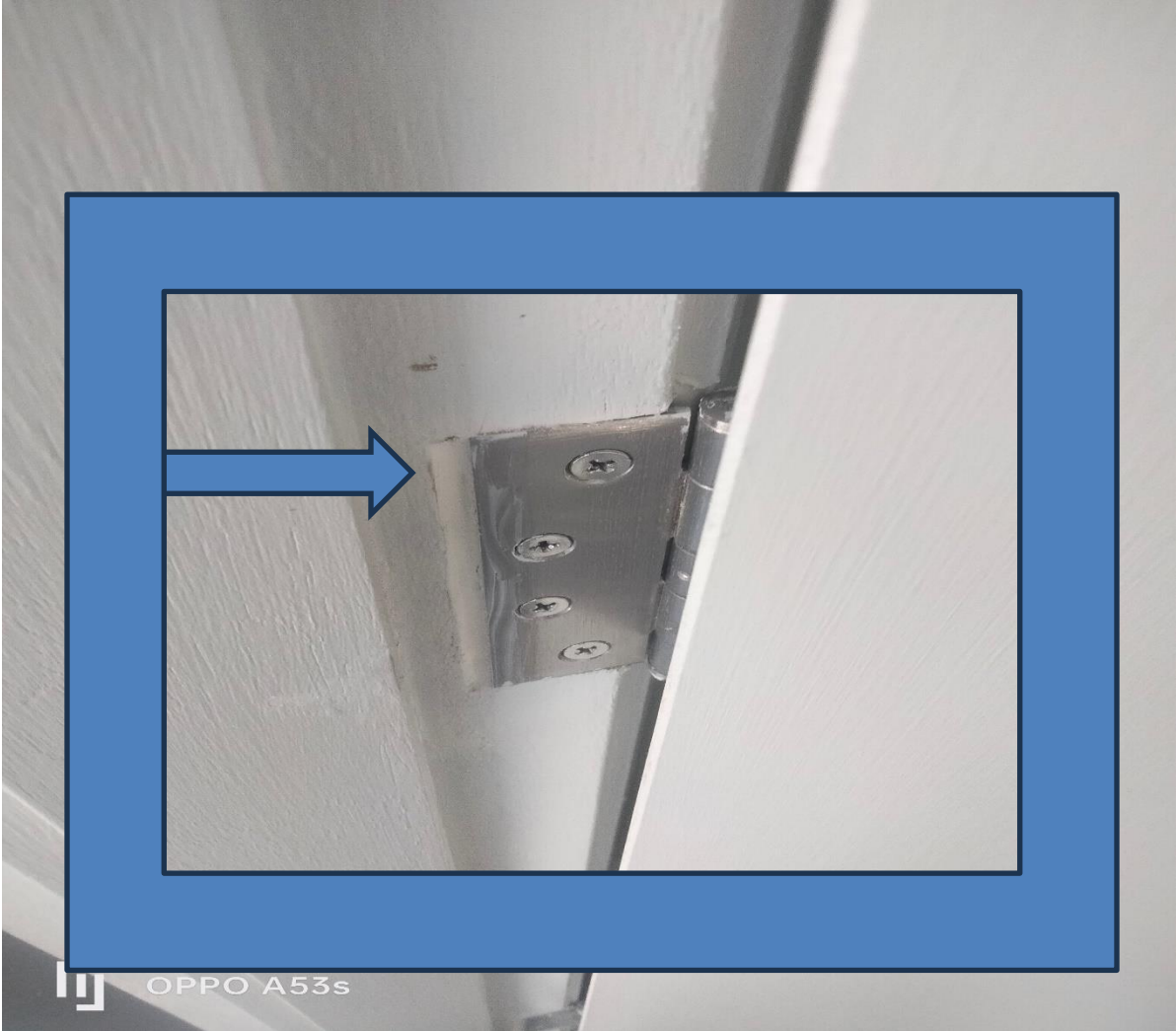
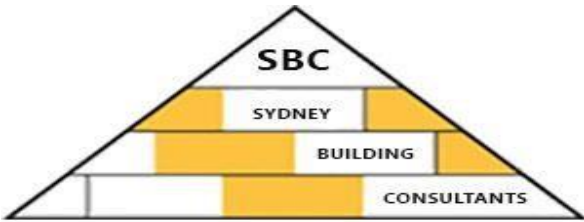


Figure 2 door hinge carpentry has been cut poorly by the contractor.

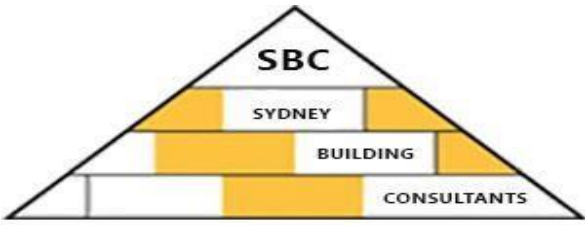


Figure 3 the interior walls and ceilings were observed as requiring final paint multiple locations. Incomplete work.



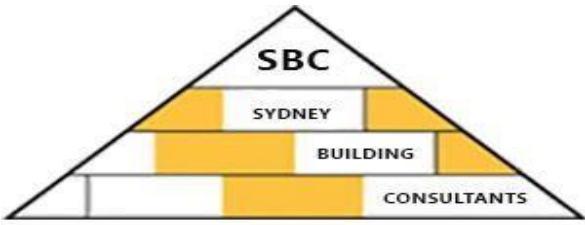


Figure 4 ground floor lower landing location.

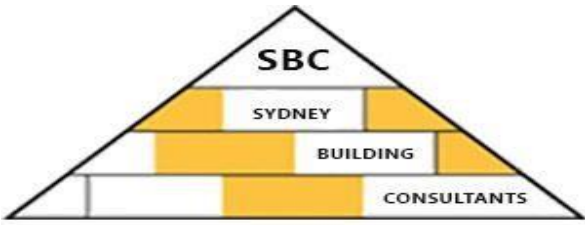


Figure 5 incomplete painting observed throughout the house clearly visible from 1.5 meters away. Incomplete work.



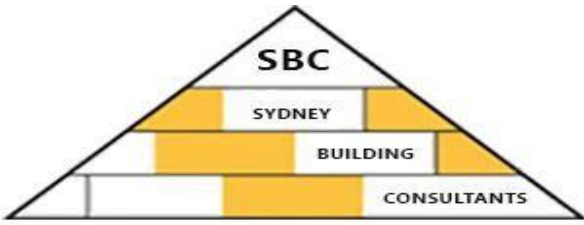
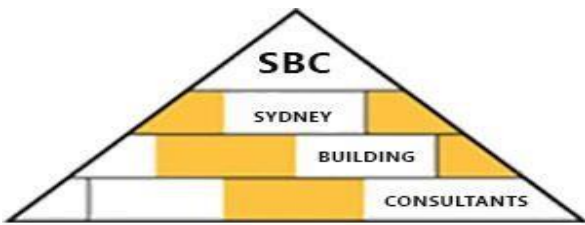


Figure 6 the kitchen benchtop was observed as having blue tape indicating incomplete locations.



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Figure 7 kitchen window was observed as having over painting and this requires completion to an acceptable standard, this is incomplete work. All windows should be inspected by the builder and corrected where applicable.



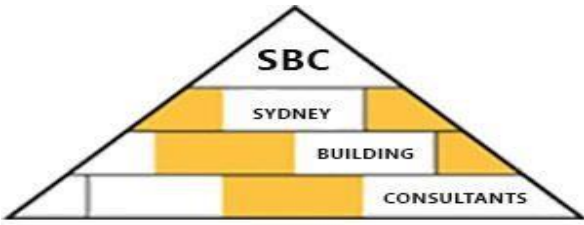


Figure 8 poor kitchen painting to metal frame windows.

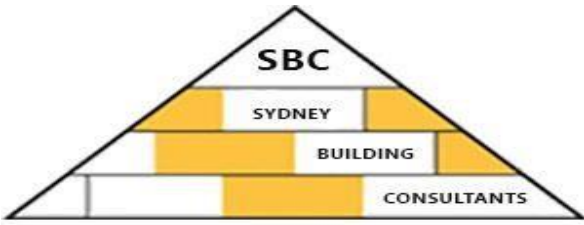
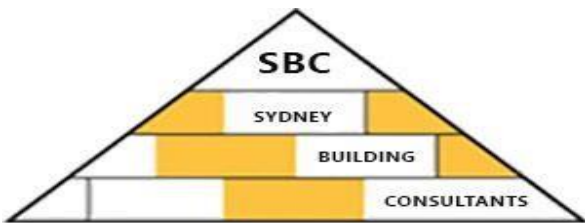


Figure 9 kitchen location wall also had painting incomplete noted. This is incomplete work.



## 13 Painting

### 13.1 Standard of painting

Coatings used are to be suitable for the relevant conditions and relevant wear and tear.

Painting is defective if it does not comply with the manufacturer's installation instructions or AS/NZS 2311.

### 13.2 Surface finish of paintwork

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

Paintwork is defective if the application results in excessive over-painting of fittings, trims, skirtings, architraves, glazing and other finished edges.

### 13.3 Nail and screw fixings

Fixings or unfilled depressions caused by fixings are defective in painted or stained surfaces if they can be seen from a normal viewing position.

### 13.4 Natural characteristics and mechanical imperfections/damage

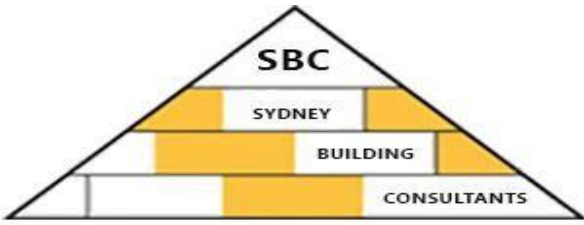
Unless the contract specifies otherwise, natural characteristics such as gum pockets, surface splits or sap bleeding are defective if they can be seen from a normal viewing position.

Mechanical imperfections/damage, holes or any other unfilled depressions are defective if they can be seen from a normal viewing position.

### 13.5 Paint durability

Unless documented otherwise, coatings are defective if they fail by lifting, blistering, flaking, fading etc., within the minimum period shown in Table 13.05.

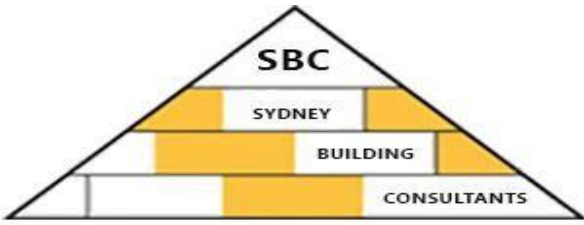




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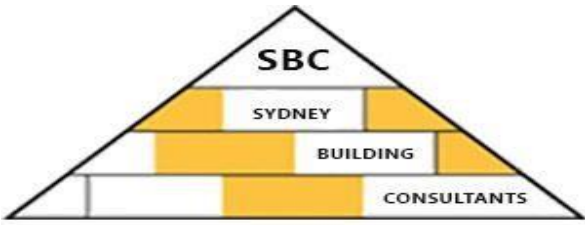
Figure 10 the exterior was high pressure water cleaned on the day of the inspection restricting access to the exterior.





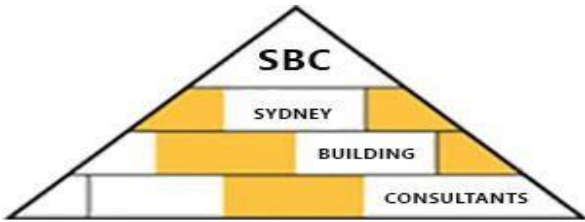
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Figure 11 the bathrooms were inspected.



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Figure 12 Rear ensuite vanity left hand side facing from the back has poor silicon application requiring completion.

Defect

**11.9 Sealing around benches and items installed in benches**

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

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

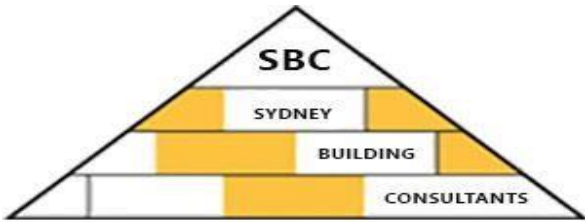


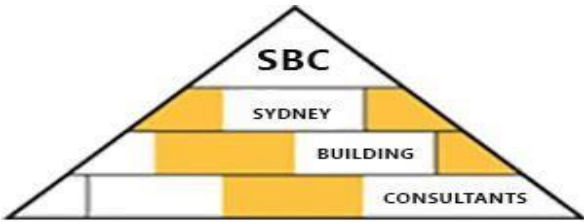
Figure 13 the first floor was observed as squeaking, this is not compliant with the NSW Fair trading tolerance Guide 2017.

Defect.

### 15.6 Squeaking floors

Floors that consistently squeak by a person walking normally in a trafficable area within the first 24 months from handover are defective.





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Figure 14 squeaking observed at the top of the landing, builder to investigate and rectify.

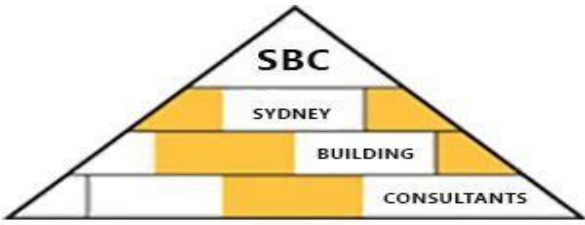


Figure 15 location top of stair landing squeak observed to the floor.

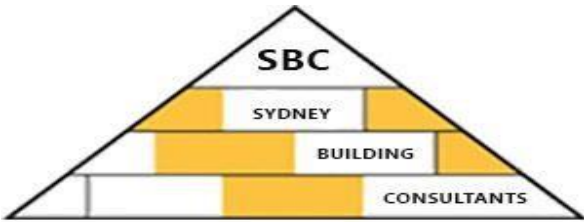


Figure 16 the timber stringer was observed in natural light requiring final coats. Incomplete painting.

Poor painting requires completion.



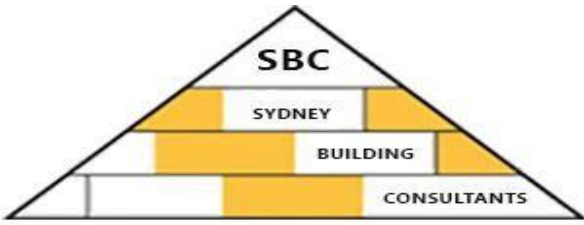


Figure 17 the top of the stairs was noted as squeaking. This is a defect.

Additional floor squeaks observed first floor.



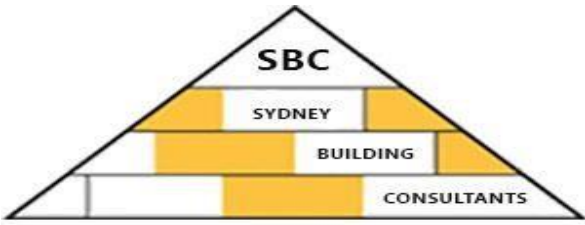


Figure 18 the bathrooms were inspected.

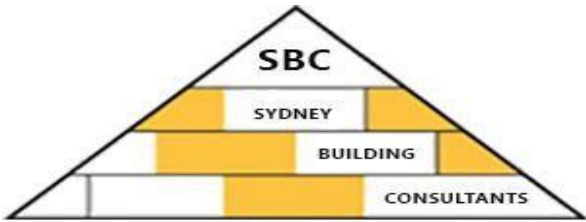


Figure 19 bathrooms were inspected and revealed incomplete works throughout including missing kitchen components.



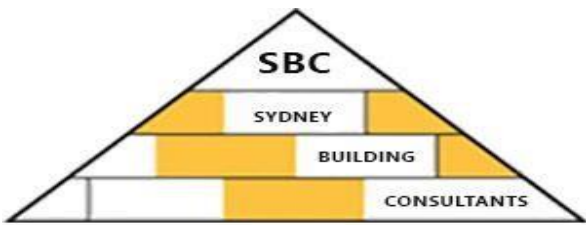


Figure 20 front main bedroom location skirtings were observed as incomplete.

Holes were observed in the overlay flooring builder to fill with silicone.



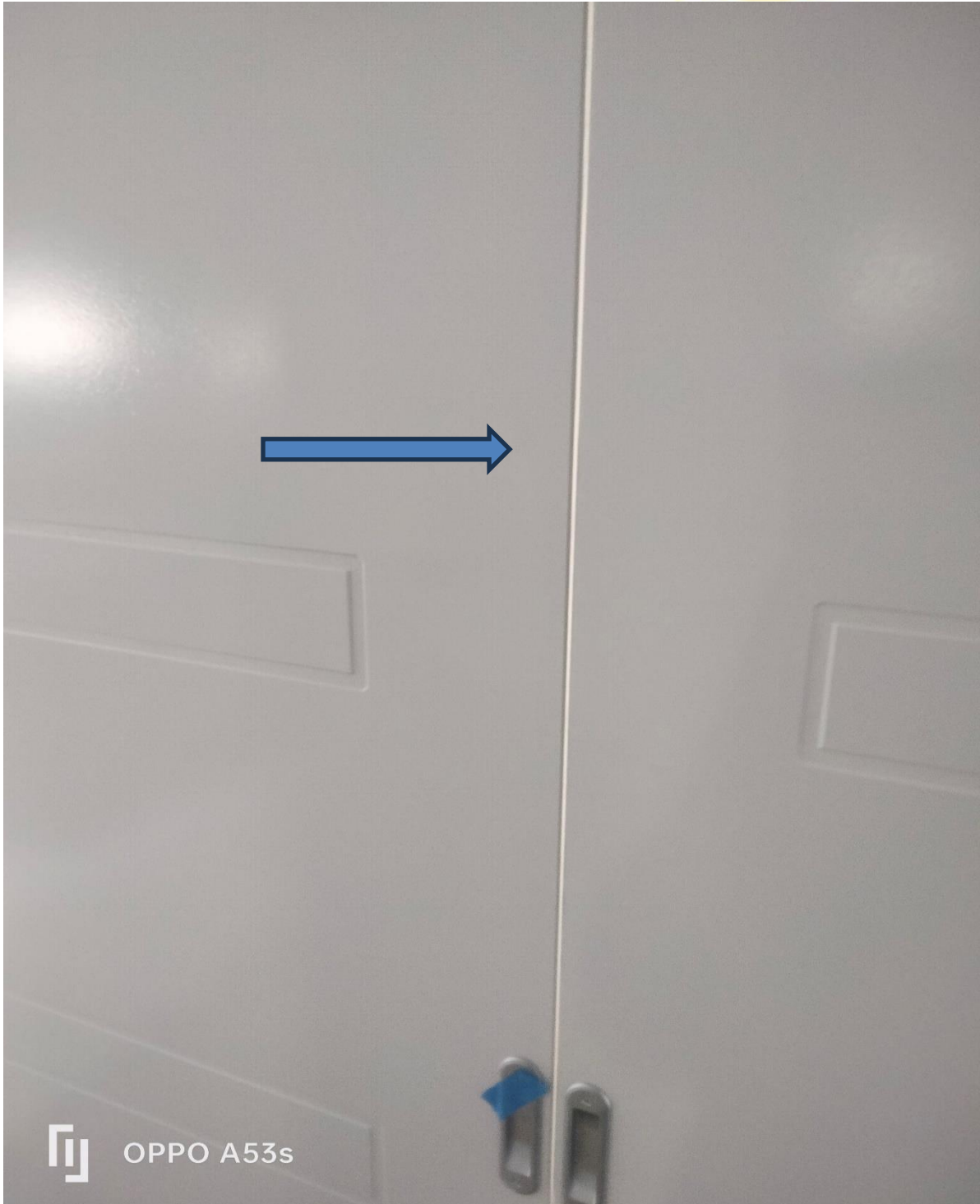
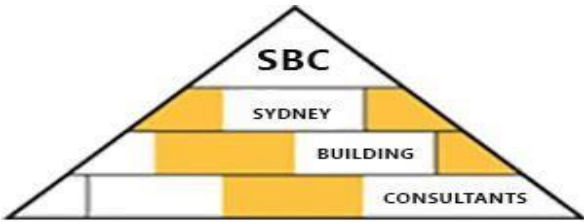


Figure 21 Ground floor sliding doors to the cinema room do not line up. This is a defect.

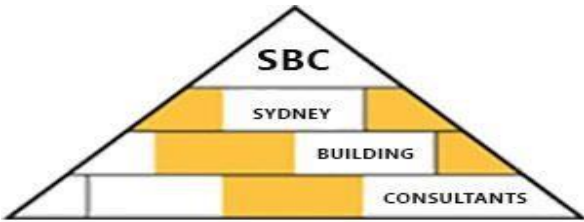


Figure 22 external render front right-hand side facing was observed as damaged requiring completion.

Visible from the natural viewing point. Incomplete work.



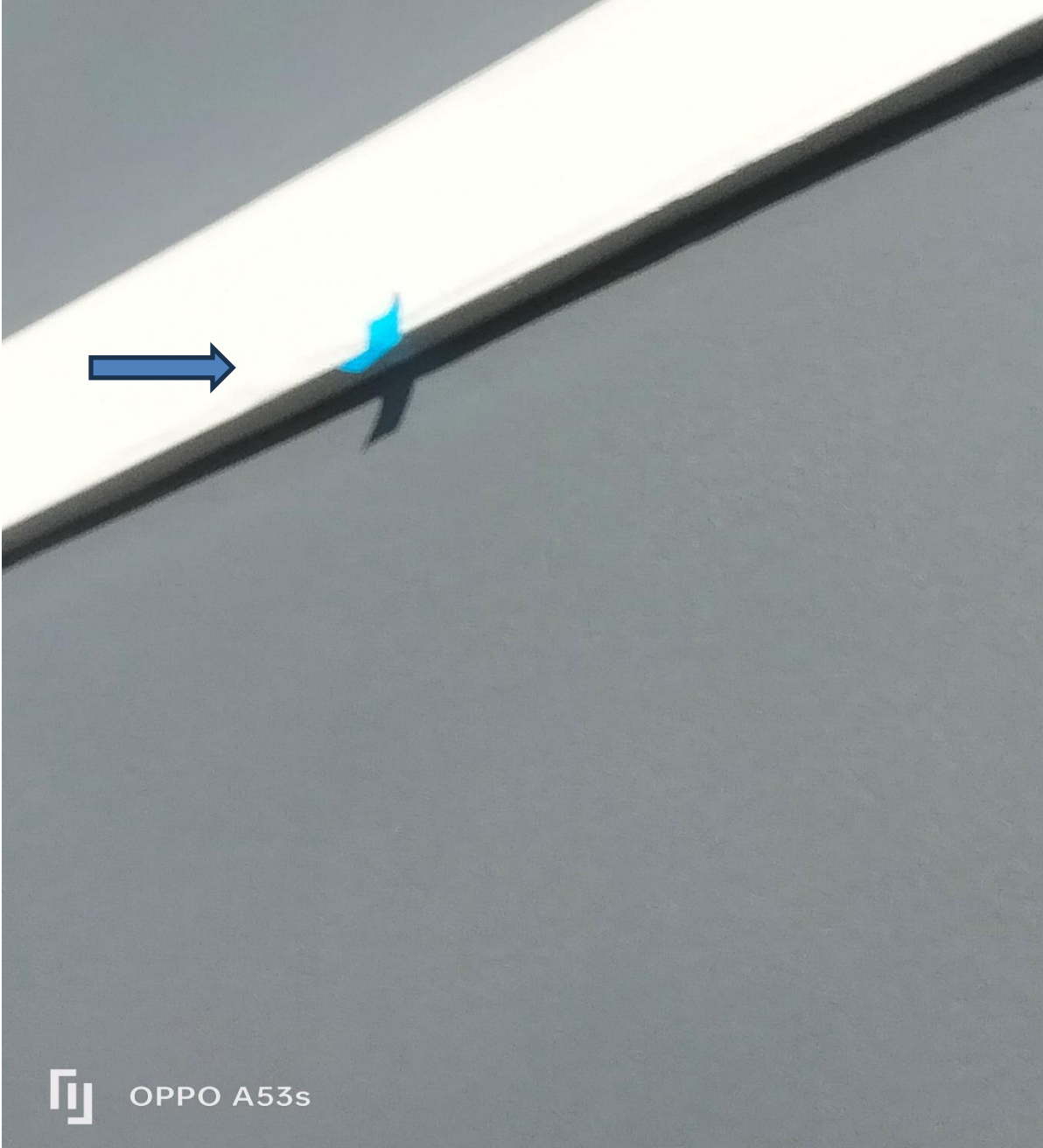
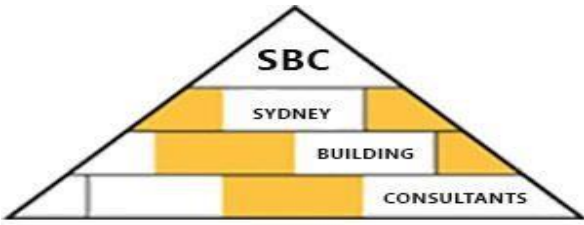


Figure 23 cracked mortar front right hand side facing.



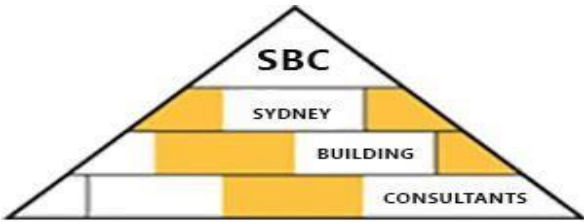
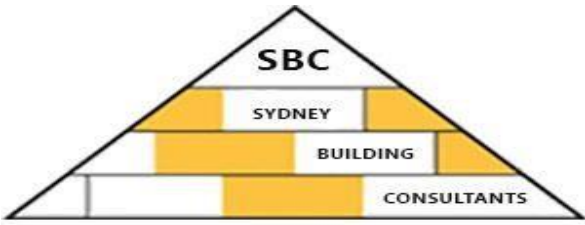


Figure 24 exterior brick work was observed as not compliant to windowsills and the exterior brick work not in accordance with NSW Fair trading tolerance Guide 2017.

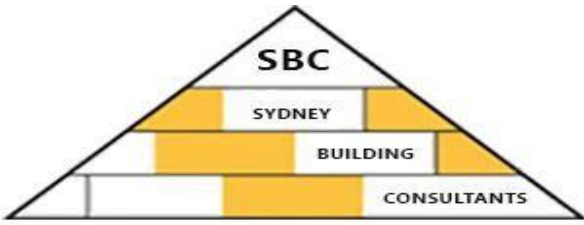




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Figure 25mortar requires completion.





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Figure 26 rear alfresco brick piers were observed as incomplete. This is non-compliant work.



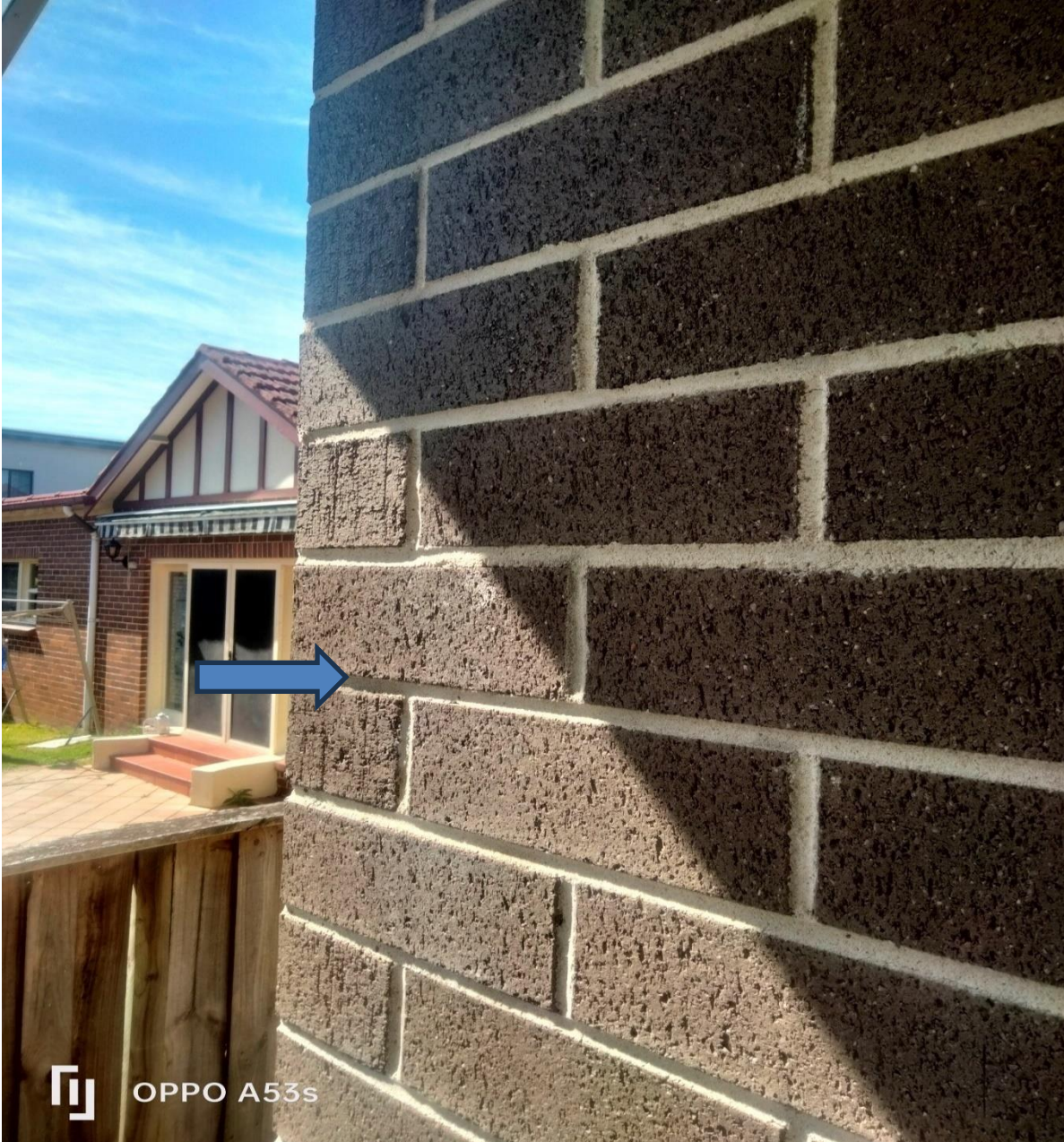
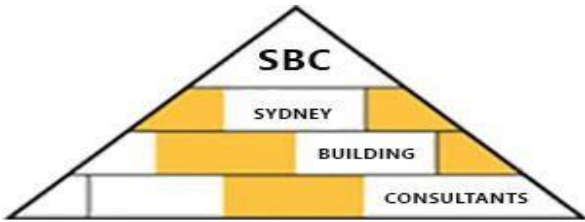
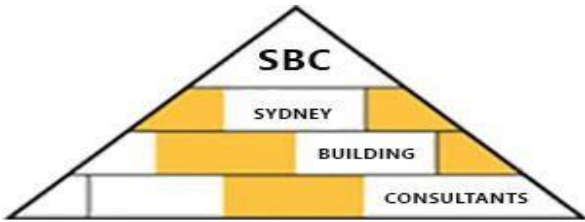


Figure 27 The rear exterior alfresco brick work was observed as requiring cleaning.

### 3.9 Voids and holes in mortar

Voids and holes in mortar in masonry walls, with the exception of weepholes and vents, are defective if they are visible from normal viewing position, which is 1.5 metres.

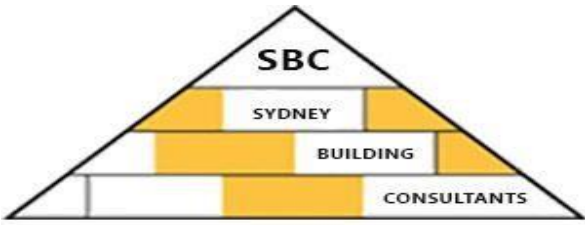




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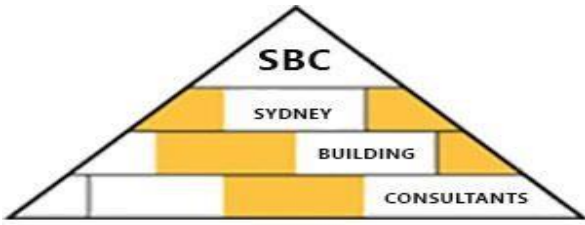
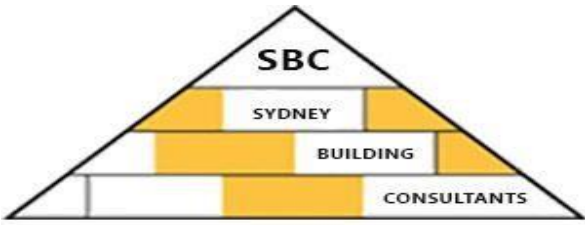


Figure 28 the ceiling to the alfresco ceiling was observed as not completed with regards to the painting, blue tape was observed indicating incomplete works.





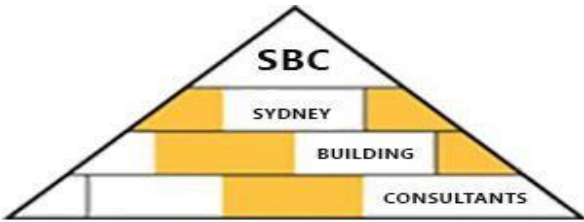
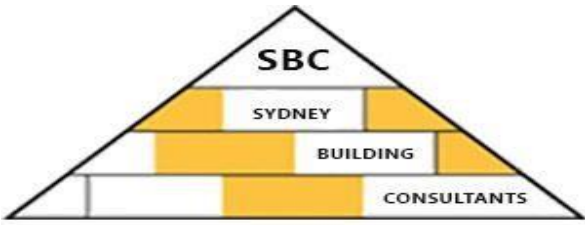
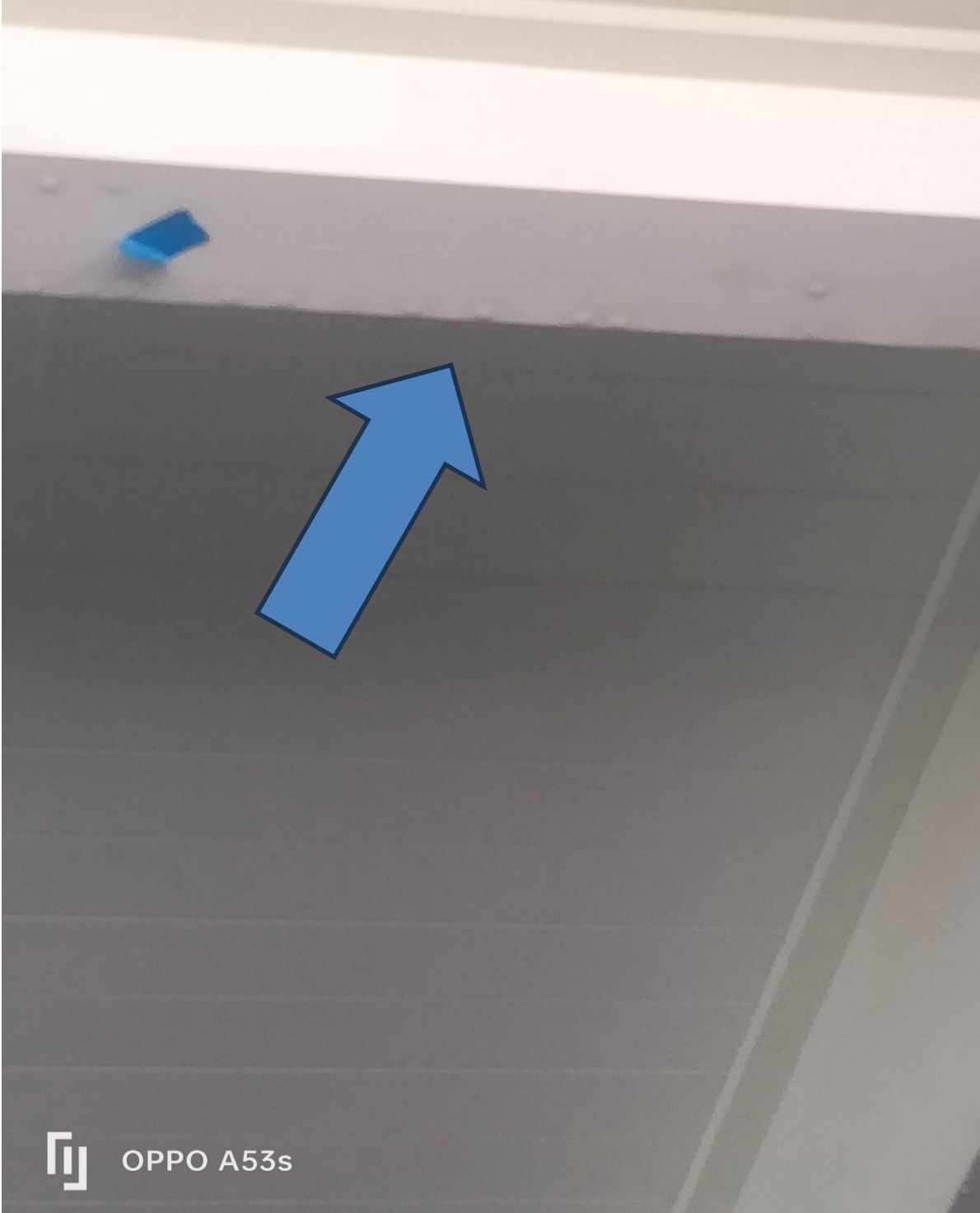
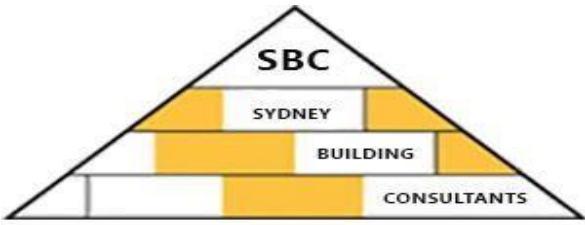


Figure 29 gap filler was observed as missing to the midpoint ceiling, incomplete work.







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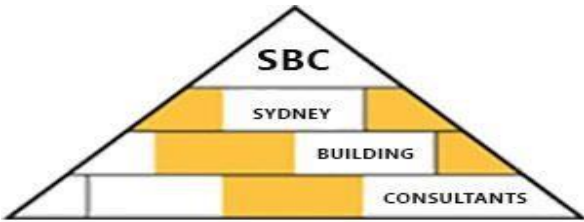


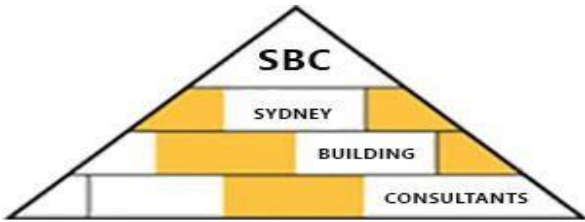
Figure 30 rear step location brick work was observed as requiring completion to the brick mortar, brick mortar was observed as incomplete.

Builder to complete this work.

### 3.9 Voids and holes in mortar

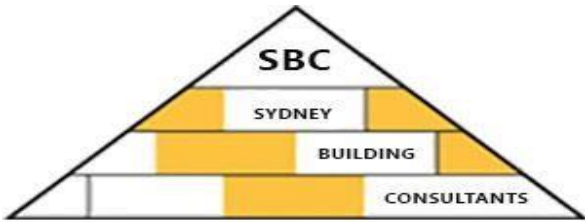
Voids and holes in mortar in masonry walls, with the exception of weepholes and vents, are defective if they are visible from normal viewing position, which is 1.5 metres.





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Voids and holes in mortar in masonry walls, with the exception of weepholes and vents, are defective if they are visible from normal viewing position, which is 1.5 metres.



## 9.2 Weather-tightness of windows, doors, and window and door frames

Window frame and door frame installations are defective if, due to the builder's workmanship, they leak or cause unhealthy or dangerous conditions, loss of amenity for occupants, undue dampness or deterioration of building elements.

Windows and doors are defective if, when closed, they allow the entry of water.

Water entry through doors is not defective if they are not intended to prevent water entry. For example, vehicle access doors.

Windows and doors are defective if they are not sealed in accordance with the requirements of the Building Code of Australia, where required.



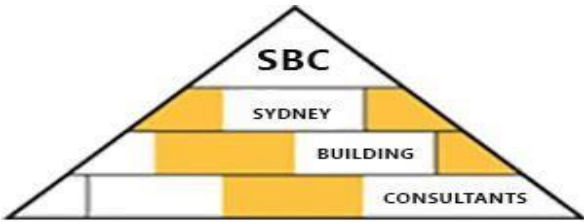


Figure 31 the window rubber seal is not installed correctly and may allow water to enter the building/.non-compliant work.

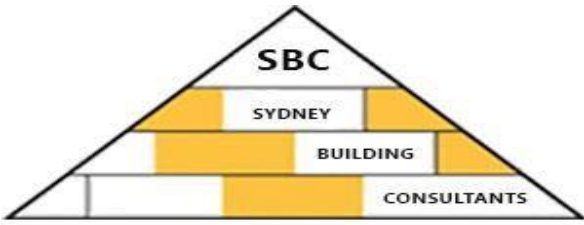


Figure 32 front entrance surrounds require final painting.



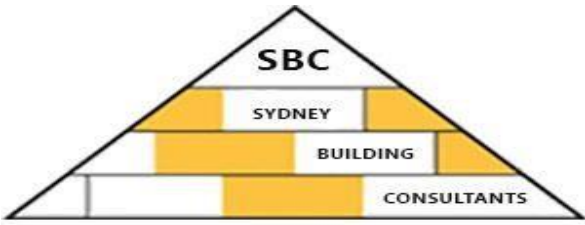


Figure 33 bathroom components were observed as missing.

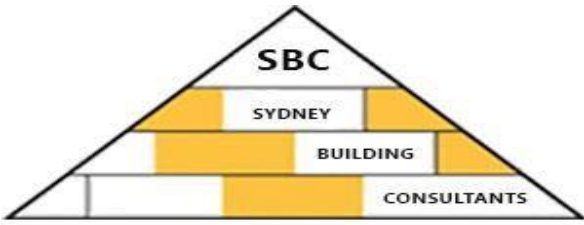


Figure 34 the manhole was observed as missing to the garage.



## **Introduction.**

The interior and exterior were inspected where safe access was possible.

The NSW Fair Trading tolerances guide 2017 was used to assess the finishes in addition to this I used my 28 years' experience in the building industry and as a licensed builder to inspect the handover stage to identify the incomplete and defective work.

The weather was dry on the day.

## **Inspection Findings**

The visual site inspection revealed incomplete painting works to the interior walls and ceilings.

Components were observed as missing to the kitchen and bathrooms.

The builder should refer to the reference guides for standards. Please refer to the photos as defect list below in this report but not limited to. In my opinion the builder should supply the homeowner all certification for this project.

The builders should honor their contractual and statutory warranties for this project.

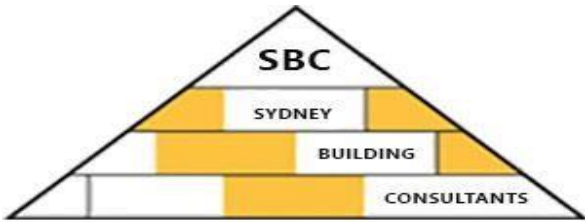
Please refer to the photos in this report for items requiring rectification.

The builder is responsible for completing the works as per Home Building Act requirements 1989.

I form the opinion that this house is not ready yet for handover on the basis that essential items to the kitchen and bathrooms are not making it functional.

**Building Consultant 18-10-2022**

*Joseph Alexander Ovid*

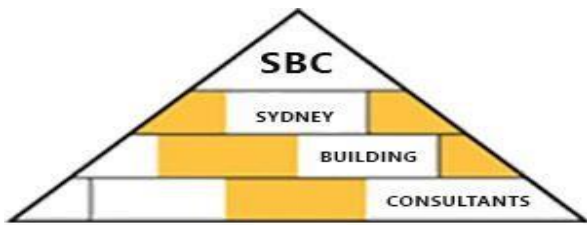


**Defects list but not limited to observed on the day of inspection.**

**Please note some of the listed defects may have been completed by the builder since the day of inspection as the builder was on site still undertaking works.**

<b>Kitchen missing items</b>	<b>Builder to complete.</b>
<b>Floor first level squeaks</b>	<b>Builder to complete.</b>
<b>Kitchen and bathroom missing appliances</b>	<b>Builder to complete.</b>
<b>Painting internally incomplete to walls and ceilings</b>	<b>Builder to complete.</b>
<b>Basin to ensuite poor silicon application.</b>	<b>Builder to complete.</b>
<b>Painting to stair stringer incomplete.</b>	<b>Builder to complete.</b>
<b>Mortar externally requires completion where voids are present, Noncompliance observed</b>	<b>Builder to complete.</b>
<b>Render on the front right hand is not complete.</b>	<b>Builder to complete.</b>
<b>Hinges missing screws incomplete work.</b>	<b>Builder to complete.</b>
<b>Manhole cover missing</b>	<b>Builder to complete.</b>
<b>Garage floor to be cleaned.</b>	<b>Builder to complete.</b>
<b>Doors do not line up cinema room</b>	<b>Builder to complete.</b>





## Vincent's defect list

Below is a list of Extracts in accordance with the NSW Fair trading tolerance guide 2017.

**1. Kitchen – Butler's Pantry – The splash back has not been installed (Quartz Stone like the splash back**

**in the laundry) with the site manager citing that the supplier "forgot about it".**

**The bench in the Butler's Pantry has not had silicon applied and there are gaps at each end against the wall.**

**2. Stair Balustrade: The balustrade has been incorrectly fitted – the handrail on the glass should be mounted on top of the glass (it has been fitted attached to the glass) and needs to be replaced in full.**

**3. Cavity Doors – all the sliding cavity doors (especially in the Theatre Room) do not line up or lock (for**

**each of the bathrooms).**

**4. Expansion Joints – the expansion joints on the Alfresco have not been finished with silicon.**

**5. Kitchen Joinery – needs adjustment (i.e., including the island bench joinery facing the stairs)**

**6. Fly Screens: - In the main bedroom have not been fitted.**

**7. Manhole Cover – there is manhole cover in the garage.**

**8. Veranda off Main Bedroom – the external aluminum flashing immediately above the bi fold doors appears to be coming off the frame.**

**9. Windowsills – the external windowsills in front guest bedroom are not fitted properly.**

**10. Rendering in Front Porch and on Right Hand (east facing side) – the external rendering has been poorly finished (upper lefthand side of the front porch and along the rendering is uneven not been finished off along the east facing side.**

**11. Plumbing – a down pipe has not been connected on right hand side of the home (near the air conditioning system).**

**12. Balustrade to Alfresco Area – the external balustrade for the Alfresco and stairs has not been supplied.**

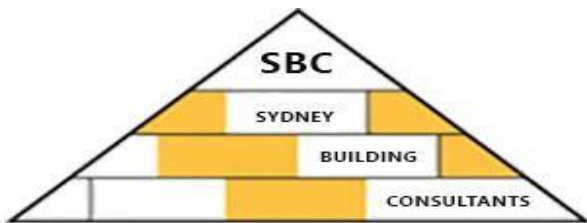
**13. Cornices – various poor-quality finishes (especially in the laundry and on the ceiling immediately above stairwell).**

**14. External Wall – west facing side you can still see flashing that has not been trimmed properly.**

**15. Drilled holes in the floorboard in 2 bedrooms including in the walk-in robe remain despite carpet laying**

**pending.**

**16. Various painting finishes in all rooms marked (in blue tap) and various doors**



## 12.6 Grouting and joints

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

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

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

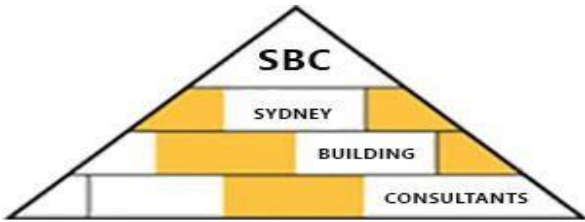
- a. The top surface of the grout may be tooled to provide a contoured depression of no deeper than 1 mm for up to 6 mm wide joint and up to 2 mm for a 6-10 mm wide joint (clause 5.7(e) of AS 3958.1).
- b. Joint widths for floor tiles should not exceed 3 mm for pressed tiles and 6 mm for extruded tiles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

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

## 12.7 Flexible sealants to junctions

Flexible or waterproof sealants to junctions are defective if they are not installed when required by the BCA and AS 3958.1, or in accordance with the manufacturer's installation requirements.





# 10

## PLASTERING AND RENDERING

### 10.15 Cracking in cornices

Cracking of cornice joints such as butt joints and mitres, and at junctions with walls and ceilings, is defective if it exists at handover or exceeds 1 mm in width within the first 24 months of completion and can be seen from a normal viewing position.

### 10.16 Cracking at junctions of dissimilar materials

Cracking at junctions between dissimilar materials is defective if it exists at handover or exceeds 1 mm in width within the first 12 months of completion and can be seen from a normal viewing position.

After the first 12 months, cracking that exceeds 2 mm is considered defective<sup>4</sup>.

### 10.17 Straightness and alignment of plaster cornices

Plaster cornices are defective if they deviate from a straight line greater than 4 mm over a length of up to 2 m and are visible from a normal viewing position.

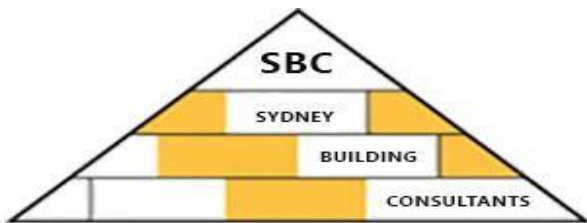
### 10.18 Peaking or jointing in plasterboard

Plaster peaking or jointing is defective if it is visible from a normal viewing position<sup>5</sup>.

### Nail popping

### 10.19 Nail popping in surfaces

Nail popping in sheeting is defective if it exists at handover or occurs within the first 24 months of completion and can be seen from a normal viewing position.



## 13 Painting

### 13.1 Standard of painting

Coatings used are to be suitable for the relevant conditions and relevant wear and tear.

Painting is defective if it does not comply with the manufacturer's installation instructions or AS/NZS 2311.

### 13.2 Surface finish of paintwork

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

Paintwork is defective if the application results in excessive over-painting of fittings, trims, skirtings, architraves, glazing and other finished edges.

### 13.3 Nail and screw fixings

Fixings or unfilled depressions caused by fixings are defective in painted or stained surfaces if they can be seen from a normal viewing position.

### 13.4 Natural characteristics and mechanical imperfections/damage

Unless the contract specifies otherwise, natural characteristics such as gum pockets, surface splits or sap bleeding are defective if they can be seen from a normal viewing position.

Mechanical imperfections/damage, holes or any other unfilled depressions are defective if they can be seen from a normal viewing position.

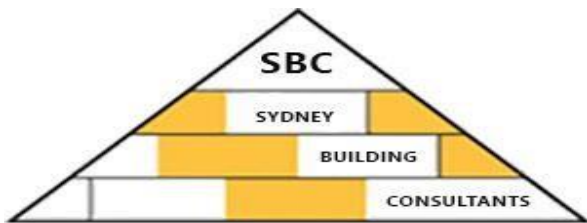
### 13.5 Paint durability

Unless documented otherwise, coatings are defective if they fail by lifting, blistering, flaking, fading etc., within the minimum period shown in Table 13.05.

**TABLE 13.05** MINIMUM DURABILITY OF COATED FINISHES

Coating	Minimum durability
Exterior acrylic	36 months
Exterior enamel	24 months
Exterior semitransparent stains	12 months
Exterior clear finishes	not recommended
Interior - all finishes	36 months





### **15.5 Nail popping in timber, plywood and particleboard floors<sup>11</sup>**

Nail heads that can be detected through floor coverings or nail popping that is clearly visible in exposed flooring are defective if they occur within 24 months from handover.

### **15.6 Squeaking floors**

Floors that consistently squeak by a person walking normally in a trafficable area within the first 24 months from handover are defective.

### **15.7 Springy floors**

Floors that bounce in a way that can be detected by a person walking normally in a trafficable area are defective if the substructure has not been constructed in accordance with the Building Code of Australia and AS 1684.

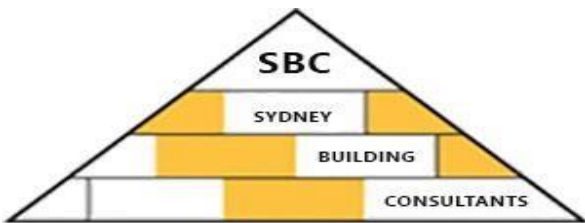
### **15.8 Levelness of timber flooring**

New floors are defective if within the first 24 months of handover they differ in level by more than 10 mm in any room or area, or more than 4 mm in any 2 m length.

Also, the overall deviation of floor level to the entire building footprint shall not exceed 20 mm within 24 months of handover. Refer to Item I of this Guide where the new floor is to adjoin an existing floor.

### **15.9 Splitting of timber decking**

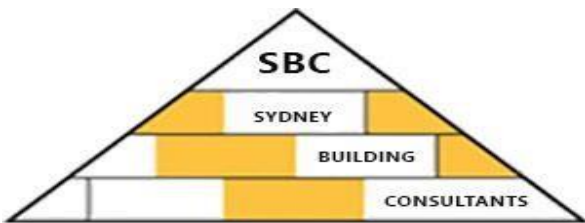
Splits in timber decking that extend to the end or side edge of the timber are defective if they are due to the fixing method.



## **important Information Regarding the Scope and Limitations of the Inspection and this Report**

**Important Information** Any person who relies upon the contents of this report does so **acknowledging that the following clauses, which define the Scope and Limitations of the inspection, form an integral part of the report.**

- 1) This report is **NOT** an all-encompassing report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the inspection. Whether or not, a defect is considered significant or not depends to a considerable extent, upon the age and type of the building inspected. This report is not a Certificate of Compliance with the requirements of any Act, Regulation, Ordinance or By-law. It is not a structural report. Should you require any advice of a structural nature you should contact a structural engineer.
- 2) **THIS IS A VISUAL INSPECTION ONLY** limited to those areas and sections of the property **fully accessible** and visible to the Inspector on the date of Inspection. The inspection **DID NOT** include breaking apart, dismantling, removing or moving objects including, but not limited to, foliage, moldings, roof insulation/ sisalation, floor or wall coverings, sidings, ceilings, floors, furnishings, appliances or personal possessions. The inspector **CANNOT** see inside walls, between floors, inside skillion roofing, behind stored goods in cupboards and other areas that are concealed or obstructed. The inspector **DID NOT** dig, gouge, force or perform any other invasive procedures. Visible timbers **CANNOT** be destructively probed or hit without the written permission of the property owner.
- 3) This Report does not and cannot make comment upon: defects that may have been concealed; the assessment or detection of defects (including rising damp and leaks) which may be subject to the prevailing weather conditions; whether or not services have been used for some time prior to the inspection and whether this will affect the detection of leaks or other defects (*e.g. In the case of shower enclosures the absence of any dampness at the time of the inspection does not necessarily mean that the enclosure will not leak*); the presence or absence of timber pests; gas-fittings; common property areas; environmental concerns; the proximity of the property to flight paths, railways, or busy traffic; noise levels; health and safety issues; heritage concerns; security



concerns; fire protection; site drainage (apart from surface water drainage); swimming pools and spas (non-structural); detection and identification of illegal building work; detection and identification of illegal plumbing work; durability of exposed finishes; neighbourhood problems; document analysis; electrical installation; any matters that are solely regulated by statute; any area(s) or item(s) that could not be inspected by the consultant.

Accordingly, this Report is not a guarantee that defects and/or damage does not exist in any inaccessible or partly inaccessible areas or sections of the property. (**NB: Such matters may upon request be covered under the terms of a Special-purpose Property Report.**)

**4) CONSUMER COMPLAINTS PROCEDURE:** In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, You must notify Us as soon as possible of the dispute or claim by email, fax, or mail. You must allow Us (which includes persons nominated by Us) to visit the property (which visit must occur within twenty eight (28) days of your notification to Us) and give Us full access in order that We may fully investigate the complaint. You will be provided with a written response to your dispute or claim within twenty eight (28) days of the date of the inspection.

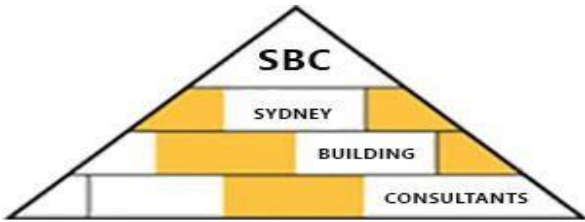
If You are not satisfied with our response You must within twenty one (21) days of Your receipt of Our written response refer the matter to a Mediator nominated by Us from the Institute of Arbitrators and Mediators of Australia. The cost of the Mediator will be borne equally by both parties or as agreed as part of the mediated settlement.

In the event You do not comply with the above Complaints Procedure and commence litigation against Us then You agree to fully indemnify Us against any awards, costs, legal fees, and expenses incurred by Us in having your litigation set aside or adjourned to permit the foregoing Complaints Procedure to complete.

**5) ASBESTOS DISCLAIMER:** “**No inspection for asbestos was conducted at the property and no report on the presence or absence of asbestos is provided.** If during the course of the Inspection asbestos or materials containing asbestos happened to be noticed then this may be noted in the **Additional Comments** section of the report. Buildings built prior to 1982 may have wall and/or ceiling sheeting and other products including roof sheeting that contains Asbestos. Even buildings built after this date up until the early nineties may contain some Asbestos. Sheeting should be fully sealed. If concerned or if the building was built prior to 1990 or if asbestos is noted as present within the property then you should seek advice from a qualified asbestos removal expert as to the amount and importance of the asbestos present and the cost of sealing or removal. Drilling, cutting, or removing sheeting or products containing Asbestos is a high risk to peoples’ health. You should seek advice from a qualified asbestos removal expert.”

**6) MOULD (MILDEW AND NON-WOOD DECAY FUNGI) DISCLAIMER:** Mildew and non-wood decay fungi is commonly known as Mould. However, Mould and their spores may cause health problems or allergic reactions such as asthma and dermatitis in some people. **No inspection for Mould was carried out at the property and no report on the presence or absence of Mould is provided.** If in the course of the Inspection, Mould happened to be noticed it may be noted in the **Additional Comments** section of the report. If Mould is noted as present within the property or if you notice Mould and you are concerned as to the possible health risk resulting





from its presence then you should seek advice from your local Council, State or Commonwealth Government Health Department or a qualified expert such as an Industry Hygienist.

- 7) **MAGNESITE FLOORING DISCLAIMER:** No inspection for Magnesite Flooring was carried out at the property and no report on the presence or absence of Magnesite Flooring is provided.
- 8) **ESTIMATING DISCLAIMER:** Any estimates provided in this report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the inspector, and are not estimates in the sense of being a calculation of the likely costs to be incurred. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, standard of work carried out, and for what a contractor is prepared to do the work. It is recommended in ALL instances that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this report.
- 9) **PLEASE NOTE THIS REPORT CAN NOT BE USED FOR THE PURPOSE OF LITIGATION WITHOUT MANTRA BUILDING AND CONSTRUCTIONS PTY LTD PRIOR CONSENT.**
- 10) The information in this report is privileged information for the person named on the report.

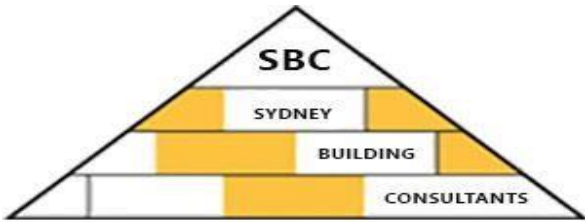
### **IMPORTANT DISCLAIMER**

**Liability: This stem only for the date and timing of this inspection only**

**DISCLAIMER OF LIABILITY TO THIRD PARTIES:** - Compensation will only be payable for losses arising in contract or tort sustained by the Client named on the front of this report. Any third party acting or relying on this Report, in whole or in part does so entirely at their own risk. These visual inspections do not release the builder from carrying out the work in accordance with the Contract plans and specifications.

### **CONTACT THE INSPECTOR**

Please feel free to contact the inspector who carried out this inspection. Often it is exceedingly difficult to fully explain situations, problems, access difficulties, building faults or their importance in a manner that is readily understandable by the reader. Should you have any difficulty in understanding anything contained within this report then you should immediately contact the inspector and have the matter explained to you. If you have any questions at all or require any clarification then contact the inspector prior to acting on this report.



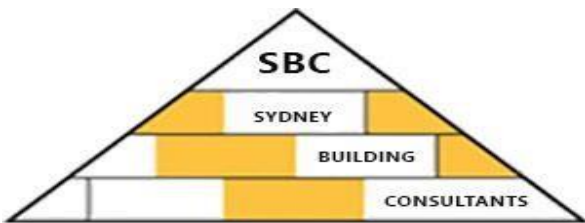
Joseph O

**Dated this 16<sup>TH</sup> Day of 10 2022**

SIGNED FOR AND ON BEHALF OF: Mantra building and constructions Pty Ltd

Building consultant.

Mob 0498521827



# 11

## INTERNAL FIXING

### 11 Internal fixing

#### 11.1 Gaps associated with internal fixing

Unless documented otherwise, gaps between mouldings or between mouldings and other fixtures, at mitre or butt joints, or at junctions with a wall or other surfaces, are defective if they exist at handover, or exceed 1 mm in width within the first 12 months of completion and are visible from a normal viewing position.

After the first 12 months, gaps are defective if they exceed 2 mm in width and are visible from a normal viewing position.

Gaps between skirting and flooring are defective if they exceed 2 mm within the first 24 months after handover and are visible from a normal viewing position.

#### 11.2 Joints in fixing of internal mouldings

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

#### 11.3 Architrave quirks

The width of the quirk (setback from the edge) of each length of an architrave is defective if it is not consistent and where the irregularity can be seen from a normal viewing position.

#### 11.4 Bench tops, cabinet doors and drawer fronts<sup>6</sup>

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

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

#### 11.5 Natural materials

Materials such as timber, granite and marble are natural products that may have blemishes and variations in pattern and colour that are natural characteristics of the material.

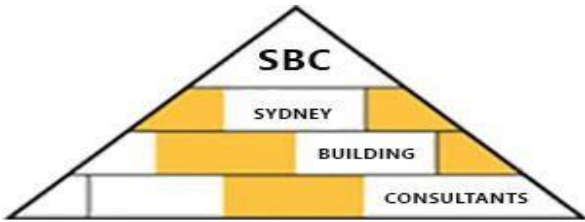
Stone materials are often brittle and may be easily cracked. Polished stone surfaces can be porous and subject to staining.

Any cracking, displacement, pitting or similar blemishes in natural stone, marble or similar materials are defective if they are caused by the builder and can be seen from a normal viewing position.

<sup>6</sup> Refer also to AS/NZS 4386.1 Domestic kitchen assemblies - Kitchen units

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# 11

## INTERNAL FIXING

### 11.6 **Manufactured material**

Any cracking, displacement, pitting or similar blemishes in surfaces of manufactured materials are defective if they are caused by the builder and can be seen from a normal viewing position.

Manufactured materials are defective if they are not installed in accordance with the manufacturer's requirements.

### 11.7 **Rectification of defective natural materials and manufactured materials**

The rectification of surfaces is defective if the rectification work does not reasonably match the adjacent areas. If reasonable matching is not possible, the entire surface shall be replaced<sup>7</sup>.

### 11.8 **Joints in timber, stone and laminated bench tops**

Bench tops of timber, laminate, natural stone or similar materials are defective if within six months of handover they have joints that are not uniform, close-fitted, aligned and in the same plane.

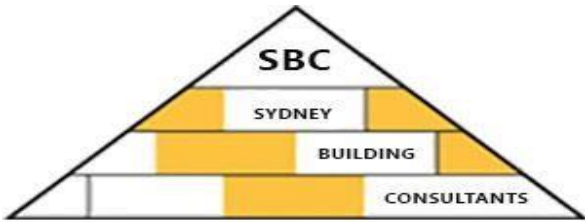
These requirements also apply to vertical surfaces of similar material and finish.

Joints are defective if they are not sealed or flush-filled with a suitable flexible sealant of matching colour at the time of handover.

### 11.9 **Sealing around benches and items installed in benches**

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

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



# 12

## FLOOR AND WALL TILING

### 12 Floor and wall tiling

#### 12.1 Floor and wall tiling

Unless documented otherwise, tiling work and materials are defective if they do not comply with AS 3958.1 and AS 3958.2 or the manufacturer's installation instructions for the materials selected.

The builder is responsible for tiling that fails because of defective building work in framing or slab construction, including tiling not laid by the builder.

Where the builder has to match tiles that are no longer available, a practical approach must be adopted. The use of a slightly different tile is not defective if it is used with the written agreement of the owner.

Where non-matching tiles have to be used, a joint location such as the aluminum channel of a shower screen, a separating doorway, an intersecting wall, a change in wall direction or similar should be selected to separate the different tiles.

#### 12.2 Floor and wall tiling where the builder supplies the tiles

Where the supply and laying of tiles is by the builder, the failure of the tiles, substrate, adhesive or grout is defective.

#### 12.3 Floor and wall tiling where the owner supplies the tiles for laying by the builder

Faulty installation of tiles is defective if caused by the builder's workmanship.

Any fault in the tiles is the responsibility of the owner, except where faults in the tiles should have been apparent to the builder at the time of laying, and these faults were not brought to the owner's attention.

#### 12.4 Floor and wall tiles where the owner supplies and lays the tiles

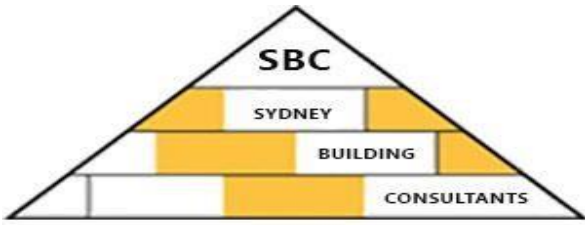
The owner is responsible for checking the adequacy of the substrate before laying the tiles. Any failure of tiles, adhesive or grout, where the owner supplies and lays the tiles, is the responsibility of the owner.

#### 12.5 Cracked, pitted, chipped, scratched or loose tiles

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

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

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### 12.9 Lippage (stepping) between tiles

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

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

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

### 12.10 Movement joints

Tiled floors are defective if intermediate movement joints are not inserted at evenly spaced positions at approximately 4.5 m centres or at locations where stress might reasonably be expected in:

- a. internal floors where any dimension exceeds 9 m or 6 m if subjected to sunlight (clause 5.4.5.2(b)(i) of AS 3958.1)
- b. external floors where any dimension exceeds 4.5 m (clause 5.4.5.2(b)(ii) of AS 3958.1).

## 14 Wet areas, decks and balconies

### 14.1 General

Flashings are defective if they are not installed in accordance with the requirements of the Building Code of Australia.

Shower recesses, decks and balconies mainly fail because of poorly installed waterproofing membranes and incorrect detailing. The greatest care should be taken to ensure the horizontal surface falls, flashing up-stands, vertical joints and drainage systems are installed exactly as specified for the particular system.

#### Internal wet areas

### 14.2 Wet areas

Waterproofing of wet areas is defective if not installed in accordance with the requirements of the Building Code of Australia and AS 3740.

### 14.3 Shower recess and components

Shower recess and components are defective if they crack, leak or don't perform as intended.

Scratches in shower bases, screens and glass are defective if they are due to the builder's workmanship and are visible from a normal viewing position.

All cracks in shower bases, screens and glass are defective if they exist at handover or are due to the builder's workmanship.

A shower component is defective if it allows the shower recess to leak during normal usage. Unenclosed shower screens are not intended to prevent the spread of water from the shower enclosure and are not considered defective.

Silicone sealants may require replacement after five years. This is regarded as normal house maintenance which is the owner's responsibility.

Beading of water on surfaces such as poly-marble shower bases and polished porcelain tiles is considered normal and is therefore not regarded as a defect.

#### External decks and balconies

#### EXPLANATORY NOTE 14:

Where a waterproof deck or balcony has been approved for construction before 1 May 2013 (date the Building Code of Australia adopted AS 4654.2), it should be completely installed in accordance with the approved system, including the specific proprietary products and accessories, components and installation methods specified in the approved system.

### 14.4 Leaks in waterproof decks and balconies

Waterproof decks and balconies that leak are defective.

## 15 Floors

Please note that only structural timber flooring is referred to in this guide.

### 15.1 Timber flooring – shrinkage and swelling

Timber flooring will shrink or swell according to its internal moisture content, timber species used and the installation environment. The internal moisture content will adjust to the surrounding atmosphere after the timber is installed and this may lead to permanent or seasonal swelling, splitting or shrinkage creating gaps at board edges.

Exposure to sunlight, cooling, heating or other heat generating appliances is likely to cause localised shrinkage of timber that cannot be allowed for at the time of construction. This is to be taken into consideration when determining if there is defective workmanship.

The assessment of the appearance of a floor is to be carried out from a normal viewing position.

### 15.2 Timber flooring generally

Flooring, including tongue and groove strip flooring; structural plywood and particleboard sheet flooring, is defective if it is not installed according to AS 1684 and the manufacturer's installation requirements.

Colour variations due to natural causes such as sunlight are not defective.

Ghosting, where blemishes appear beneath the finish coat, is defective when visible from a normal viewing position.

Due to necessary machining tolerances, a step (lippage) of up to 0.5 mm or slight movement may exist between adjacent floor boards. This step (lippage) should not be evident at handover if the floorboards are also sanded and polished by the builder.

### 15.3 Gaps in exposed timber flooring

Except where affected by exposure to sunlight, cooling, heating or other heat generating appliances, flooring is defective if it has gaps of more than 2 mm between adjacent boards that extend for more than 1 m, or more than 5 mm in total of three gaps between four consecutive boards<sup>10</sup>.

### 15.4 Joint swelling in timber, plywood and particleboard flooring

Joints in plywood and particleboard floors are defective if they can be detected through normal floor coverings.

Swelling in tongue and groove strip timber flooring is defective if it causes tenting, buckling or crowning of the boards and can be seen from a normal viewing position.

Cupping in boards of more than 1 mm per 100 mm is a defect (Table C3 of AS 2796.1).

<sup>10</sup> Flooring with gaps that exceed the allowances stated above is not defective when the builder has made the owners aware in writing that the flooring system installed could suffer significant shrinkage and has obtained this acknowledgement from the owner in writing.



## 19 General

### 19.1 Appliances and fittings

When supplied and fitted by the builder as part of the building contract, the builder is responsible for organising warranty service for faults in appliances and fittings within the first 24 months. Service outside this and/or the appliance and fittings warranty period is the responsibility of the owner.

### 19.2 Faults and damage to appliances and fittings

Damage to appliances and fittings supplied as part of the building contract is defective if it is due to the builder's workmanship.

During the documented maintenance period after handover, fittings are defective if they do not operate as intended by the manufacturer. If the maintenance period is not documented, it is to be taken as three months.

### 19.3 Condensation

Condensation is a common problem in buildings (particularly in bathrooms and laundries) and can occur on windows, under unlined roofs or elsewhere. Further information is available in the Australian Building Codes Board Handbook – Condensation in Buildings (2014).

Where the requirements of the Building Code of Australia (BCA) have been complied with, the responsibility for controlling condensation by maintaining adequate natural or mechanical ventilation through the use of openable windows, exhaust fans, or other means, is the responsibility of the owner.

Condensation is defective if the builder has not complied with the relevant clauses of the BCA.

### 19.4 Glazing

Scratches, fractures, chips or surface blemishes on glazing and mirrors are defective if they exist at handover and can be seen from a normal viewing position.

Minor scratches, fractures, chips or other blemishes that are not more than 10 mm long and where there are not more than three blemishes per pane, are not defects.

### 19.5 Lyctus borer

Timber is defective if it is used during construction with evidence of lyctus borer attack, unless the timber product has been approved by the manufacturer.

### 19.6 Termites

Termites are a widespread problem in all areas of Australia and it is the owner's responsibility to regularly inspect the property, including sub-floor inspections, to detect evidence of termite attack.

Termites can circumvent properly executed termite protection measures, such as building tunnels around barriers. Tunnels can be identified through regular inspections and, if found, the termite nest should be located and destroyed by a suitably qualified pest controller.

Termite management systems are intended to reduce the risk of damage to the structural members of buildings by deterring concealed entry of termites into a building. Termite management systems cannot prevent the entry of termites into the building. In NSW, a termite management system is only required to be installed where the primary building elements are susceptible to termite attack, as defined in the Building Code of Australia.

### 19.7 Termite damage

Damage caused by termites that occurs in areas not designated by the relevant council as a termite risk area is the responsibility of the owner.

Damage caused by termites in buildings within designated termite risk areas is defective if the termite management system has not been installed in accordance with the Building Code of Australia.

Damage caused by termites in buildings within designated termite risk areas is not defective if the termite management system has not been regularly maintained by the owner, made non-compliant by the owner after handover, or not maintained in accordance with the manufacturer's instructions and AS 3660.2.

### 19.8 Cleaning

Owners are entitled to expect that the building site and works are clean and tidy on completion. Where handover is delayed for any reason, the owner must expect that dust may have settled on interior exposed surfaces.

Building sites are defective if they are not clear of building debris.

Building works are defective where windows are not clean, floors are not swept, mopped or vacuumed as appropriate, tiles, sinks, basins, troughs, baths, etc. are not cleaned, and shelving, drawers and cupboards are not ready for use.

### 19.9 Maintenance in relation to the performance of building foundations/footings

Proper ongoing maintenance of the building is a normal part of home ownership and the home owner is responsible for all maintenance after handover.

An important part of building maintenance is maintaining a consistent moisture level in the foundation soils around the building. This is important in order to prevent excessive wetting (expansion) or drying (shrinking) of the foundation soils and subsequent building movement.

Many things can adversely alter the moisture level in the foundation soils around the building, but most of them are preventable with careful ongoing maintenance. Diagram 19.09 lists common causes of excessive wetting and drying that are likely to alter moisture level in foundation soils around the building if not managed effectively.