

# THE HOUSESAFE WAY

"I wanna buy a house...  
but what's wrong?"



## CRITERIA FOR AUSTRALIAN PROPERTY INSPECTORS

Developed by an  
AUSTRALIAN PROPERTY INSPECTOR



Housesafe Inspections

Training & Education



## **PREFACE**

**This criteria is an introduction of what an Australian Property Inspector is expected to carry out when conducting various types of Residential Property Inspections**

**This criteria is in a preliminary form and is the minimum requirement for a property inspector to actually carry out**

**Housesafe has gauged this criteria book against various principals and actual eventful property inspections carried out by an Australian Property Inspector**

**Howard James Ryan**

[www.hnkryan.com](http://www.hnkryan.com)

[www.housesafetraining.com.au](http://www.housesafetraining.com.au)

[www.pre-purchase.com.au](http://www.pre-purchase.com.au)

E: [howard@hnkryan.com](mailto:howard@hnkryan.com) M: 0412 233 977

## REPRESENTATIONS:

Criteria, processes & measures developed by Housesafe (Training & Education) for Australian Residential Property Inspectors. The Housesafe Way is a reference document that outlines past procedures, tolerances, actions and strategies to keep you aware of what is required when inspecting an Australian property at certain stages



Industry experts over the past years have expressed concerns for the development such of a document to assist property inspectors who carry out such works on Australian properties; well, here it is!

What to look for when your client, whether a purchaser, a vendor, a homeowner, a tenant or other is needing expert advice and needs to know what is defective within their property

The Housesafe Way has been developed over many years of carrying out property inspections and is to be used to measure the inspector's determination when examining a property for any specific and detailed purposes

The Inspector should acknowledge assess and ensure that the reported information they provide to the potential property buyer or other is reliable and accurate to their findings at the time of their inspection

Housesafe have been training, educating and accrediting property inspectors since 2011 all over Australia and New Zealand. The world is now calling out for more accreditation

*This criteria is intended to assist and channel you all, throughout the inspection process*

*If you think you can you can, if you think you can't, your right!*

*I understand how you feel, but I don't agree with what you are thinking!*

*Let's go fact finding based on our instructions!*

*The mind makes choices and sometimes those choices may not work, start again!*

*It's not the service you provide but the experience you leave behind, so, charge as required!*

## THE DESTINY OF HOUSESAFE TRAINING & EDUCATION



THE SMALLEST EXPERIENCE CAN CHANGE YOUR LIFE

IN THE BLINK OF AN EYE, SOMETHING HAPPENS BY CHANCE  
WHEN YOU LEAST EXPECT IT

IT SENDS YOU ON A JOURNEY THAT YOU HAVE NEVER PLANNED  
OR IMAGINED, WHERE WILL IT TAKE YOU

THAT'S THE JOURNEY OF OUR LIVES, OUR SEARCH FOR THE  
LIGHT, MEANS YOU MUST PASS THROUGH TIMES OF DARKNESS

EVERYONE HAS THEIR OWN DESTINY &  
NOT EVERYONE MAKES THE RIGHT CHOICE TO FOLLOW IT

I DID!

H.J. RYAN

## HOUSESAFE INSPECTIONS (TRAINING & EDUCATION)

### Types of Australian Residential Property Inspections covered in this document:

#### Sections:

- |  |           |
|--|-----------|
| 1. When Inspecting a Property; HS-Inspect-2012   | Page 7:   |
| 2. Pre-Acquisition - Building; HS-PPIB-2012  | Page 35:  |
| 3. Pre-Acquisition - Pest; HS-PPIP-2012  | Page 92:  |
| 4. Pre-Acquisition - Swimming Pool; HS-SP-2012   | Page 126: |
| 5. Swimming Pool Fence & Boundary Fencing Safety; HS-SPS-2013<br>(HS/SPS/COMP - Compliance Certification " <u>To Be further advised</u> ") | Page 142: |
| 6. Mould Identification; HS-MID-2012   | Page 161: |
| 7. Asbestos Identification; HS-ASBID-2012  | Page 179: |
| 8. Expert Witness; HS-EXP-2013   | Page 201: |
| 9. New Construction; HS-NC-2013  | Page 224: |
| a. Development Application   |           |
| b. Foundation Assessment   |           |
| c. Commencement  |           |
| d. Site Drainage   |           |
| e. Brickwork   |           |
| f. Wall and Roof Framing   |           |
| g. Plasterboard  |           |
| h. Practical Completion  |           |
| i. Progress Payments   |           |
| 10. Defect & Warranty; HS-D&W-2012   | Page 271: |
| 11. Condition & Maintenance; HS-C&M-2012   | Page 278: |
| 12. Selling a Property Pre-Market; HS-PSI-2013   | Page 283: |
| 13. Dispute Resolution; HS-DR-2012   | Page 288: |
| 14. Strata Common Areas and Lots & Pre-Acquisition: HS-STR:PPI-2013  | Page 296: |



**Housesafe**  
Inspection Training & Education



## 1. When Inspecting a Property; HS-Inspect-2012

1.1 THE RANGE IN WHICH YOU ARE EXPECTED TO INSPECT:

1.2 NOTE: HS-Inspect-2012: Criteria that show the minimum required to inspect a residential property and the developing of the report.

1.3 An accredited inspector is deemed a properly qualified inspector to provide quality guidance to their client in relation to any features of the dwelling inspected.

1.4 A pre-acquisition (building) inspection of all Australian residential buildings is detailed in HS-PPIB-2012, however this criteria shows general directions. Each property inspector is to ensure they meet each area of legislation, other laws and by-laws applicable to this type of Australian property inspection.

1.5 A pre-acquisition (timber pest) inspection of all Australian residential buildings is detailed in HS-PPIP-2012. Some Australian states may have different requirements and legislations, however this criteria shows general directions. Each property inspector is to ensure they meet each area of legislation, other laws and by-laws applicable to this type of Australian property inspection.

1.6 This criterion will also apply for (special purpose) property inspections other than the familiar pre-acquisition inspections.

1.7 A "Special Purpose" property inspection is an inspection with specific instructions given to the inspector to follow. It can entail many forms and details. To be specific is to provide a precise account of what you the inspector have found based on the instructions you have received.

1.8 A criterion which will not include any compliance with Local Government building regulations or PCA (Principal Certifying Authority) assessment of a new dwelling under construction and or renovation. (Emphasis is added here.)

1.9 Should a compliance inspection be called for, then the property inspector must hold the relevant qualifications and or state/national licensing required to make an observation and reporting on issues of non-compliance.

1.10 Australian Consumers expect a property Inspector to be adequately insured for Professional Indemnity and Public Liability to protect the consumer's investment and the inspector's family and other assets.

1.11 The property Inspector can be deemed liable for falsely providing any information that is not in relation to their areas of expertise. Be careful here.



1.12 HOW TO APPLY:

1.13 An Inspector is to allow for a particular section within their report to state certain requirements of other Housesafe criterion.

1.14 The Inspector to gain written instructions to carry out such property inspections which may be in oral instruction form and to shortly after include written requirements.

1.15 Contemporaneous note taking is a key factor in becoming a competent property inspector.



1.16 The Inspectors report as delivered will not be a certificate of compliance within the requirements of any local government law or by-law nor can the report be used as a statutory warranty.

1.17 The client must read the whole of the Inspectors report to understand the significance and actions that may be required concerning this inspection report and any of the associated defects or issues requiring rectification under any State Building Acts or Warranty requirements.

1.18 The client must acknowledge to the inspector once they have read and understand the report. In all circumstances. (Emphasis is added here.)

1.19 A report should state “this report is not a Structural Report therefore should you require any advice of a structural nature you should contact a Structural Engineer. (Emphasis is added here.)

1.20 An inspection report is NOT an inspection of compliance with any previous or existing Builder’s contract documents. It is a visual and non-invasive inspection to check for imperfections in a dwelling as viewed on site as of the date of the actual inspection. (Emphasis is added here.)

1.21 The report to clearly show the date, arrival time and departure time of the property inspection. No immunity here please!



1.22 Contract Administration and or contract comparison will not be entered into to assess a dwelling's compliance. A Licensed Builder or similar can only be engaged to satisfy this intended result.

1.23 Australian builder's and sub-contracting trades warrant their works under part 2C, Section 18B of the Home Building Act 1989, (revised in 2015.) This warranty towards their building work and practice must be met as part of any previous contract obligations. In the event this warranty is not met then you the client, (the homeowner), subject to legal advice, have rights to enforce this Act and other associated Acts.

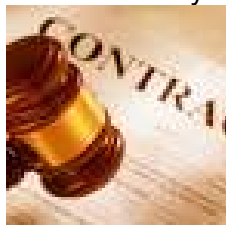


1.24 For a report written in Expert Form, an Industry Expert can only be engaged under specific client instructions and must work under the aligned Codes of Conduct, relevant building codes and associated Australian Standards.

1.25 The client's requirements when purchasing a property for pre-acquisition purposes are to contact and acknowledge to the property inspector they have received, read and understood the actual property inspection report prior to the purchase of the actual property. The same applies in a pre-sale report. (Emphasis is added here.)

1.26 The Inspectors requirements are in the event the client does not contact them, then the Inspector will contact the client and make a contemporaneous notation of what conspired out of the secondary supplementary contact. (Emphasis is added here.)

1.27 Contract Law plays a large part in the property inspection process. The five main terms used are "Instruction", "Offer", "Valuable Consideration", "Acceptance" and "Acknowledgment." Once these five terms are followed in the order shown, the chances of litigation are lowered immensely.



1.28 Protecting yourself and your clients are a paramount system Housesafe has introduced to the property inspection industry, nationwide.

1.29 The methodology of you and your business is to build on a plan, a model and a particular purpose. Follow this road and don't falter away from it.

1.30 For example, the purpose of Housesafe is: "To be the creator of accountability, for the protection of the Australian homebuyer".



- 1.31 TERMS AND NICKNAMES - For the purpose of this criterion will apply:
- 1.32 Manhole/Access Hole/Foundation door: The accessible opening in floors, ceilings or sub floor access doorways to allow the inspector entry to conduct his/her inspection.
- 1.33 Access- What is described as safe and reasonable access to allow an inspection to be carried out strictly at the time of the actual inspection.
- 1.34 In Areas- The overall stated area described in the inspection reports room or as otherwise stated.
- 1.35 At the Time of the Inspection- The actual sudden event that visually precisely took place at that time.
- 1.36 What is Accompanying- Areas which may be stated in the Client Order Form or the Fee and Inspection Agreement, (FIA)
- 1.37 Client/Purchaser/Buyer- The individual, (person or corporation) that has instructed for the inspection to be carried out.
- 1.38 Defects: (listed is A to L categories below)

**A-Damage:** *(visual disruption resulting in loss of value or the impairment of usefulness,)*

**B-Distortion, Warping and Twisting:** *(a change in the shape of an image resulting from imperfections,)*

**C-Water penetration:** *(the egress or entry of forms of water and dampness,)*

**D-Material deterioration:** *(alteration and a decline of the products original intended finish,)*

**E-Operational:** *(not fit for proper functioning and /or ready for intended use,)*

**F-Installations & Appearance:** *(inappropriate fitting and finish of a products intended use)*

**G-Incomplete Works:** *(works that are yet to be completed as was originally intended and lacking in part)*

**H-Safety:** *(a duty to report on these issues to bring it to the attention to the Homeowner)*

**I-Defective Works:** *(marked by subnormal structure or function and a general word for a kind of imperfection)*

**J-Non-Compliant Works:** *(works that are to be completed as per relevant Australian Standards and or Codes)*

**K-General Maintenance Works:** *(works that are to be carried out by the Homeowner)*

**L-Inconsistent Works:** *(items not the same throughout and having self-contradictory and conflicting elements)*

- 1.39 Inspection- A prudent visual observation of a dwellings items and building elements as per your instructions without pulling apart and may be supplemented by measurement and or photographic conclusions for each item.
- 1.40 Photos- A pictorial fact of what the inspector saw and found at the time of the inspection.
- 1.41 Inspector- A prudent and accredited individual competent for doing an inspection.
- 1.42 Restrictions- Reasons to prevent safe and reasonable access to the required areas of an inspection.
- 1.43 Resolution of the actual inspection- Clients instructions.
- 1.44 Noteworthy element – A building element that needs to be brought to the attention of the client.
- 1.45 Sub-floor area- The area under the timber or concrete floor. (Example below)




- 1.46 Roof-void area- The area within the ceiling and roof space. (Example below)



1.47 Site- The land supporting the actual dwelling and associated out-buildings to be inspected. (Example below of a rear yard)



1.48 In-Common- A “Client Order Form” or a “Fee and Inspection Agreement” is to be entered into at a convenient time to both parties subject to time frames. Such agreement is to be in written form and include the range and restrictions of such instructed reporting. (Example below)


  
**HOUSES SAFE – CLIENT ORDER & AGREEMENT FORM:**

CLIENT NAME:	MR / MRS / MISS		
SITE ADDRESS:			
PHONE:		EMAIL:	
JOB NO:		INVOICE NO:	
INSP DATE:	/ /	TIME:	/
AGENT:		PHONE:	
ORDERED BY:	The - AGENT / PURCHASER / CONVEYANCER / BANK		
INSPECTIONS ORDERED:	PPI PEST / PPI BUILDING / S/POOL & S/POOL SAFETY / MOULD ID/ ASBESTOS ID / NEW CONSTRUCTION FINAL, FRAME, DEFECT, WARRANTY INSPECTIONS / SPECIAL PURPOSE / STRATA or		
ACCESS TYPE / SIZE OF PROPERTY:	ADVISE THE AGENT/VENDOR/TENANT TO PROVIDE REASONABLE ACCESS TO ALL AREAS OF YOUR INTENDED INSPECTION SINGLE STORY / TWO STORY / SLAB/FLOOR / T-FLOOR / GI/FLAT SIZE OF HOME TO INSPECT		
GOOGLE EARTH PROPERTY:			
FEES AGREED TO BY:	PURCHASER / VENDOR / CONVEYANCER / OTHER		
C/CARD DETAILS:	/ / /	EXP:	/
PAYMENT BY:	CREDIT CARD / COD / CHEQUE / 30 DAY INVOICE		
PURCHASE PRICE:	\$ - 00		
INSPECTION PRICE:	\$ - 00 INC GST +		
WHO TO MEET AT SITE:	AGENT / PURCHASER / VENDOR / TENANT / BANK		
EXPLAIN THE TYPE OF INSPECTIONS YOU ARE DOING FOR THIS CLIENT	THIS SHOULD BE EXPLAINED TO THE CLIENT SO THEY ACCEPT AND ACKNOWLEDGE WHAT YOUR SERVICES ARE TO BE		
SEND P.D.F OF THE REPORT TO:	AGENT / PURCHASER / VENDOR / CONVEYANCER / LAWYER / BANK		
ADVISED CLIENT:	I AM A LICENSED TEMPLATE USER WITH HOUSESAFE / I AM INSURED / I AM A LICENSED BUILDER / I AM ACCREDITED BY HOUSESAFE / I AM A LICENSED		
SENT INSP & FEE AGREEMENT TO:	PURCHASER / VENDOR / CONVEYANCER / LAWYER / AGENT		
RETURNED BY:	PURCHASER / VENDOR / CONVEYANCER	DATED:	/ /
<i>Remember the</i> <b>"What if" Factor... Be a "Prudent" Inspector... Always "At the time of the Inspection"</b> <b>"Does not operate as intended" Inspect every square inch.....</b> <i>Instruction, Offer, Valuable Consideration, Acceptance and Acknowledgement</i>			

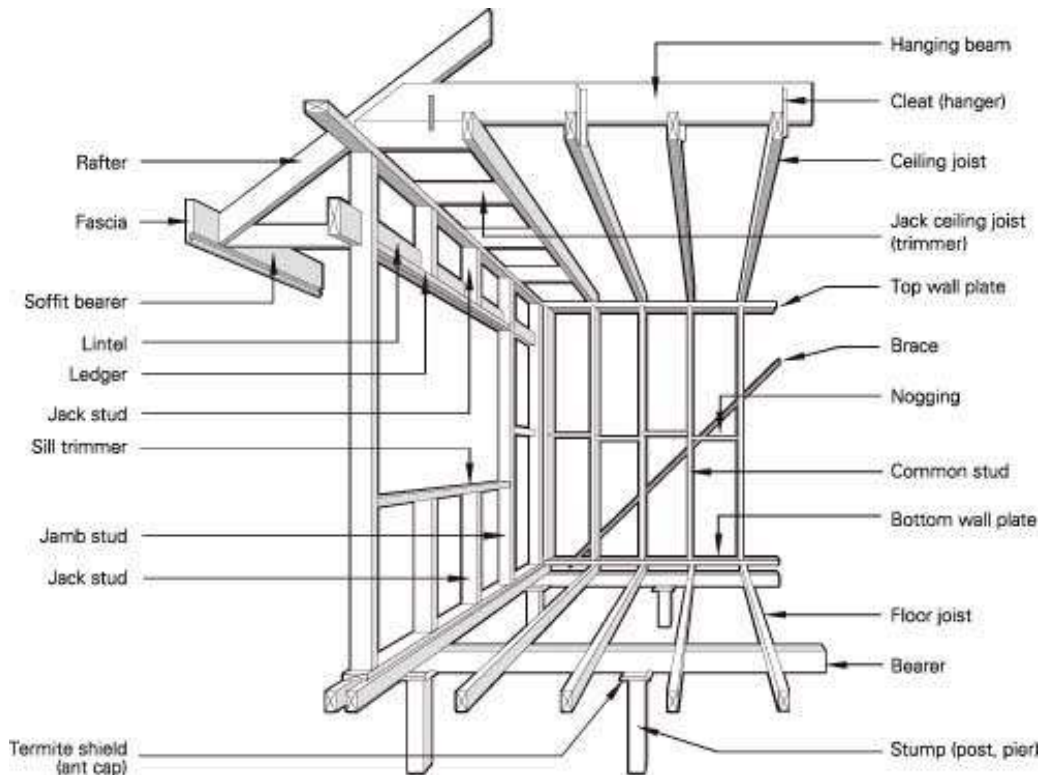
Inspector's Name \_\_\_\_\_ Date of Order \_\_\_\_\_

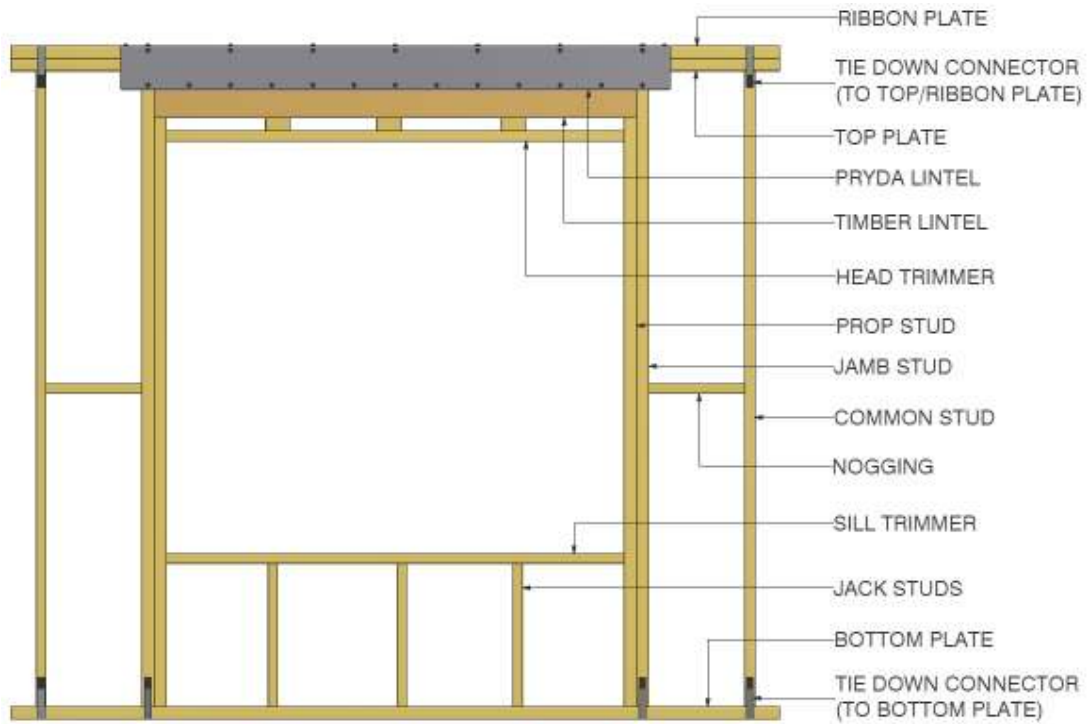
1.49 Variation- In the event the inspection is to be varied then further written instructions are to be entered into.

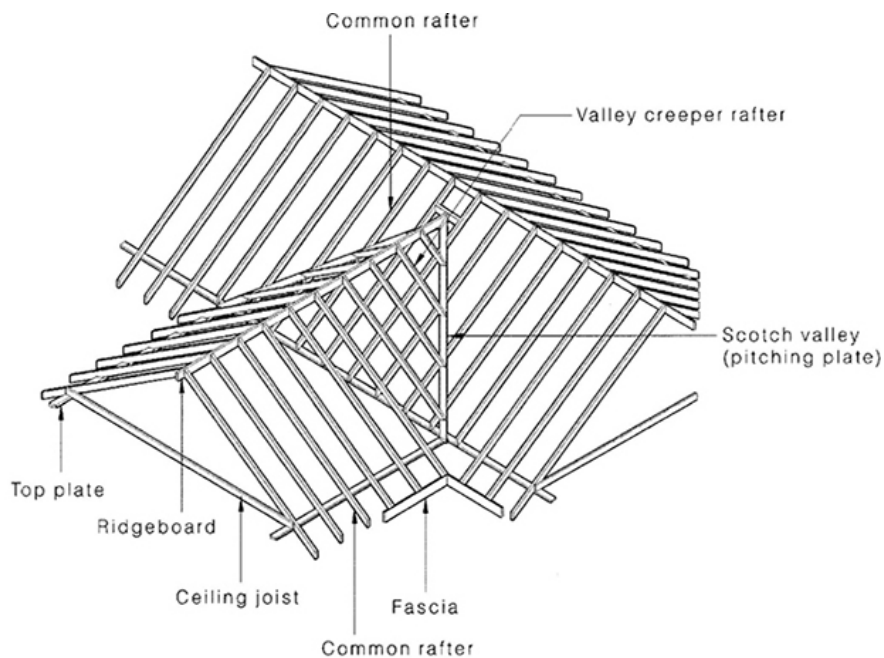
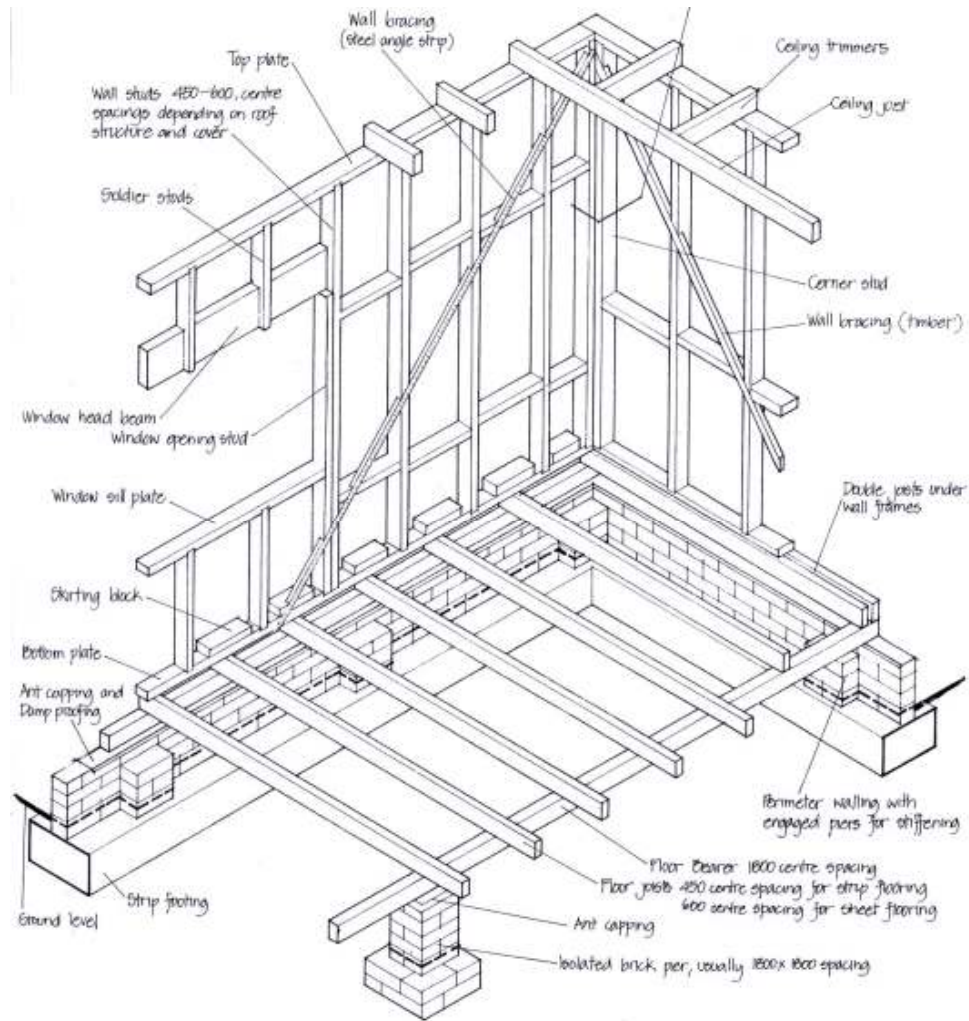
1.50 Dispute- Where the parties may not understand what they have read, in the event of a dispute, say "I understand how you feel, but I disagree with the way you are thinking!" this comes into play to slow down the intended thought process.

- Discuss each issue, one by one,
- Write each of them all down,
- Go fact finding, (\*forensically extrapolating each traced fact)
- Provide photos to describe the areas actually inspected,
- Follow:
  - Instruction
  - Offer
  - Valuable Consideration
  - Acceptance
  - Acknowledgement
- Dissolve each issue at the start,
- Extrapolate cause,
- Form a deed of Agreement signed by all parties,
- Mitigate any disputes as they are instigated.

1.51 Timber Frame- An illustration below shows timber members in timber framed construction to assist in the identification process. Formally known as floor framing, wall framing and roof framing timbers.







NOTE: Some members have been omitted for clarity.

## 1.52 GLOSSARY OF TERMS: (Described in layman terminology)

**ACCESSIBLE AREA** - An area of the site where sufficient, safe and reasonable access is available.

**ACCESS HOLE** - Access hole opening in ceilings or floor to allow for entry to carry out inspection.

**AGG LINE** - A perforated pipe (usually covered in fabric) behind retaining walls and alike to catch waters.

**ARCHITRAVE** - Moulding surrounding door or window openings to cover the join of the frame and wall finish.

**ASBESTOS** - A material made in the 1940's to 1980's in Australia used for building elements to line walls, roofs, floors, pipes, ceilings and alike. It came in bonded and friable forms. (refer to photos below:)



**Fencing**



**Wall linings**



**Eave linings**



**Linings in laundries and kitchens**



**In raw form**



**BALUSTRADE** - A series of vertical members supporting a handrail of a stair, landing, platform or bridge.

**BRICK VENEER** - A method of construction in which a single leaf of non-load bearing wall of brickwork is tied to a timber or metal framed load bearing structure to form the external enclosure.

**BUILDING ELEMENT** – A portion of a building that by itself fulfills a characteristic function.

**CEMENT** - A finely ground inorganic powder that, mixed with water, binds an aggregate / sand mixture into a hard concrete or mortar within a few days.

**CONCRETE** - A conglomerated artificial stone made by mixing in specified proportions cement, water and aggregates and pouring the mixture into prepared forms to set and harden.

**CORNICE** - A moulding placed at the junction between a wall and ceiling.

**DAMP- PROOF COURSE (DPC)** - A continuous layer of an impervious material (plastic or alcore) placed in a masonry wall or between a floor and wall to prevent the upward or downward migration of moisture.

**DEFECT** - Fault or deviation from the intended condition of a material, assembly or component.

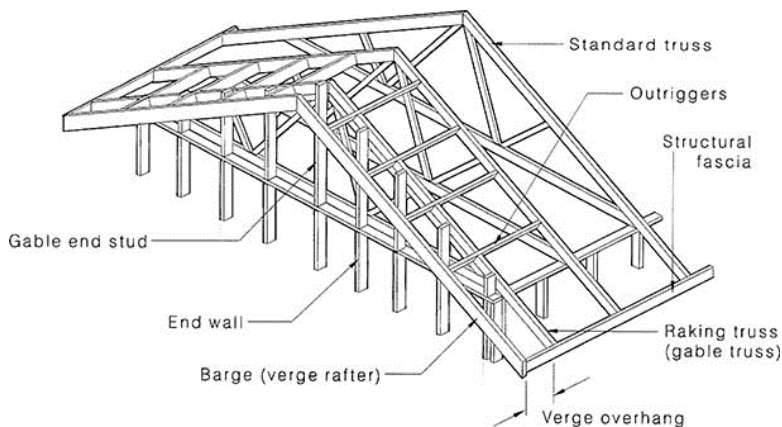
**DEFLECTION** - Has a wavy appearance, causes the feeling of going up or down to these areas stated, lips in concrete surfaces at their joints, also known as undulation.

**EAVES** - The lower part of a roof that overhangs the walls usually in a fibro material.

**FASCIA** - A metal or timber profile, which is fixed to the lower ends of the roof rafters and usually supports the guttering.

**FOUNDATION** - The natural or built-up formation of soil, sub-soil or rock upon which a building or structure is supported on, in other words what your house is bearing on.

**GABLE** - The vertical triangular end of a building with a pitched roof, between the rafters from eaves level to the apex (ridge). It may be formed in brickwork or timber framed and clad with weatherboards.



NOTE: This diagram applies to verge overhangs greater than 300 mm from the raking or gable truss (see AS 4440).

**GAUGE** - An indicating device usually in brickwork setting out the number of bricks to a certain measurement. E.G: 7 brick courses per 600mm in height. This gauge is adjusted to suit the brick and the site conditions.

**GOING** - In a stair the horizontal distance from the face of one riser to that of the next.

**HEAD** - The upper horizontal member at the top of an opening or frame, (window and door heads etc.)

**HEADER** - A brick that is laid with its greatest dimension across a wall usually used to tie two skins together or under a door sill or window sill.

**HIP ROOF** - A roof which is pyramidal in shape with sloping surfaces (pitch) and level edges all round.



**INSPECTION** - Close and careful scrutiny of a building carried out without dismantling, in order to arrive at a reliable conclusion as to the condition of the building.

**INSPECTOR** - Person of organisation responsible for carrying out the inspection. (The reader of this book)

**LINTEL** - A horizontal supporting member spanning over a window or door opening. A "gal-lintel" is a steel lintel used to support brickwork over an opening.

**MANHOLE ENTRY** - An entry into the roof loft area by the removal of a ceiling cover or an internal wall doorway.



**MORTAR** - A mixing of bush sand (white or yellow), cement (grey or off-white) and water for brickwork. Usually at the rate of 6 part sand to one part cement (by volume) and if required one part lime. Can have a flush, raked or a round ironed finish.

**MOULD** - A **TOXIC** substance found in damp and poorly ventilated areas. (refer to photos below:)



**NEWEL POST** - A post at the top or bottom of stairs to support the handrail and/or winders in the stair treads.

**PARAPET** - A low wall to protect the edge of a roof, balcony or terrace. Many shops have a parapet at the front of the building for signage.

**PARTICLE BOARD** - A flat floor sheeting of good dimensional stability made from wood flakes and synthetic resin / binder under heat and pressure. Can be produced with decorative elements for joinery work.

**PELMET** - A built-in head to a window to conceal a curtain rod or a sliding door to conceal tracks. Timber or other materials can be used.

**PERP** - A vertical joint in masonry construction.

**POINTING** - The completion of jointing between ridge or hip tiles with a matching colour after bedding of tiles or troweling of mortar into joints after bricks have been laid to touch up.

**RAFTER (COMMON)** - A rafter spanning the full distance from the eaves to the ridge.

**RAFTER (HIP)** - A rafter forming the hip at the external line of intersection of two roof surfaces. Jack rafters meet against it.

**RAKED JOINT** - A brick joint raked out by the bricklayer for a key for plaster or as a decorative finish.

**RENDER** - The covering of a brick wall with one or more coats of cement mortar consisting of Sydney Sand, cement and plasterers clay.

**RIDGE** - The highest part (apex) of a roof, which is usually a horizontal line.

**RISER** - The vertical face of a step in a stair flight.

**SKIRTING** - A wooden board fixed to the bottom of a wall at the junction of the floor to prevent damage to the wall or to conceal small gaps.

**SLIP JOINT** - A joint designed to allow movement between two members usually in the form of two layers of sheet metal with grease installed on top of a brick wall prior to installation of a concrete slab.

**STRETCHER BOND** - The most common masonry bond in Australia in which all bricks are laid with half overlaps and not using half bricks or cross bonds. (See examples below:)



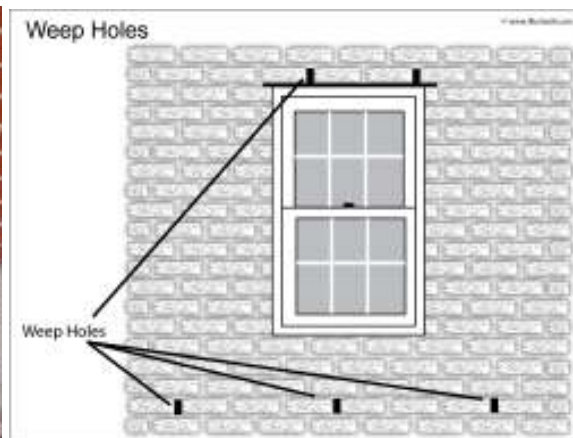
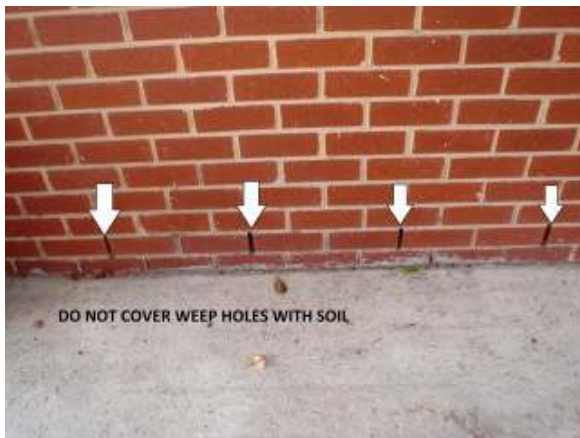
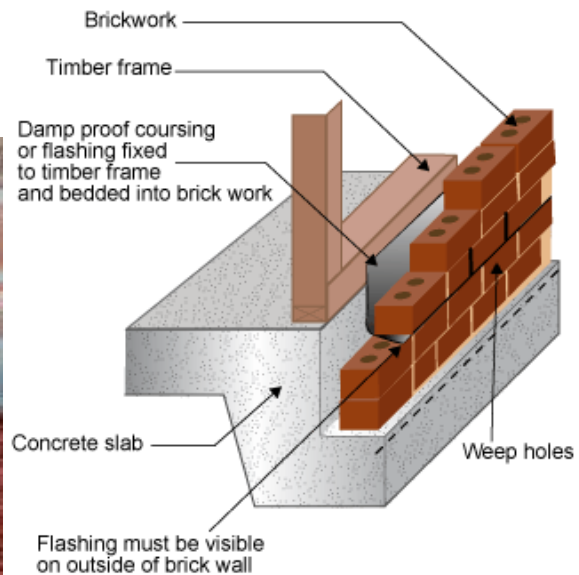
**TOUGHENED GLASS** - Glass made by rapidly cooling the glass to make it shatter into small pieces when broken for safety, It usually cannot be cut and needs to be made to order to size. It is unlike laminated glass which is made from layers of glass with silicon between to crack only when broken for safety and can easily be cut on site.

**VALLEY** - The meeting line of two inclined roof surfaces at a re-entrant angle.

**VALLEY SERIES TRUSSES** - A series of timber roof Trusses that form the valley within a hip roof construction.



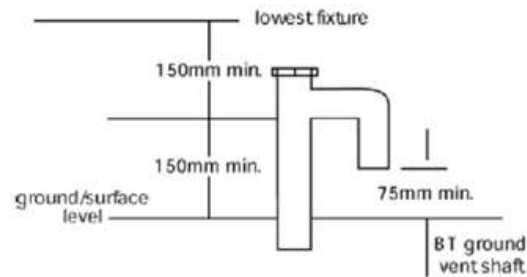
**WEEP HOLES** - Vertical joints or perpend in brickwork left open above the flashing line to allow water from behind the wall to escape.



## 1.53 GLOSSARY OF PLUMBING &amp; DRAINAGE TERMS:

**ABSORPTION TRENCH** - A trench, pit or well excavated from permeable ground filled with broken stone, bricks or large granular materials and covered with earth to dispose of the discharge from a septic tank, sullage system or stormwater by absorption into the ground.

**GULLY TRAP (GT)** - An assembly in a sanitary drainage system, consisting of a trap and other fittings. Also known as a SURCHARGE GULLY.



**JUNCTION (PIPE)** - A pipe fitting incorporating one or more branched.

**STACK** - A vertical sanitary drainage pipe, including offsets, which extends more than one story in height.

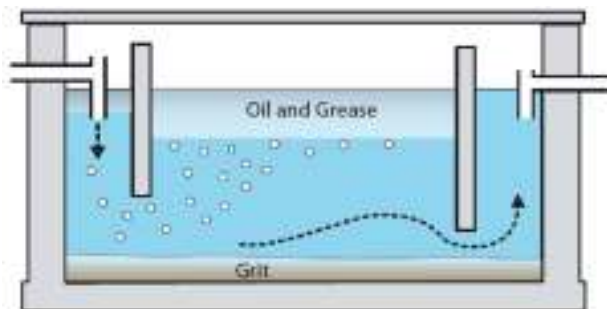
**SULLAGE** - Domestic waste water other than from soil fixtures.

**SUMP** - A pit at or below the lowest point of a structure to collect unwanted water and facilitate its removal, usually by means of a SUMP PUMP. Also called DRAIN PIT.

**TRAP** - a) A fitting usually in the shape of the letter P or S which retains water to form a "water seal" so as to prevent the passage of gases or foul air into the building. b) A fitting for the interception of silt, acids, grease, oils or fats.

**BOUNDARY TRAP** - A trap in the property service drain, usually near the boundary of a property and below the lowest inlet, to prevent the entry of air or gases from the sewer into property service drain. Also called INTERCEPTOR TRAP.

**GREASE TRAP** - A device in the shape of a box with baffle plates to slow the flow of liquid waste and prevent the passage of greasy substance into the drainage system. Also called GREASE INTERCEPTOR TRAP.



**P-TRAP** - A trap in which the inlet leg is vertical and the outer leg inclined below the horizontal to specified limits, with or without inspection opening at the lowest point.

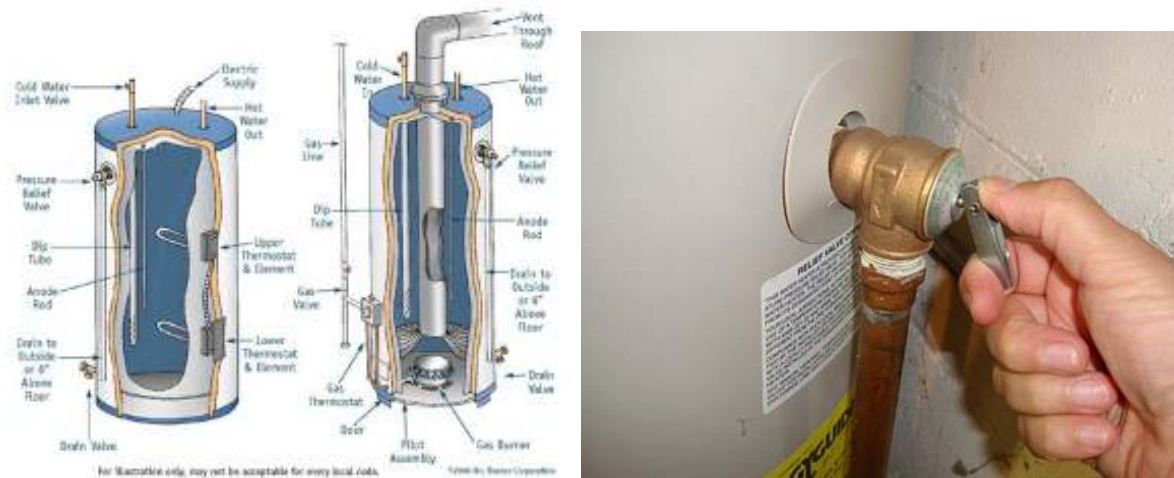
**VALVE** - A device for the control of liquid or gas flow, having an aperture which can be wholly or partially closed by a plate, disc, door, gate, piston, plug ball or the flexing of a diaphragm.

**FLOAT VALVE** - A valve actuated by a float (floating ball) to control the flow of liquid, used in tanks or cisterns to maintain a minimum water level. Also referred to as FLOATING BALL VALVE.

**FLUSH VALVE** - A control device for water flow at mains pressure to a WC pan; used instead of a cistern.

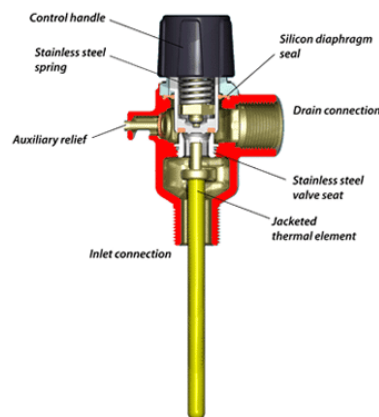
**MIXING VALVE** - A valve which is designed to mix separate supplies of hot and cold water and direct the maximum.

**PRESSURE RELIEF VALVE** - A spring-loaded or weight-controlled automatic valve to limit the build-up of pressure in pipe work, fittings or vessels by discharging excessive pressure to the atmosphere. Also found on hot water tanks



**STOP VALVE** - A valve, such as a gate valve, which can be operated to stop flow in a pipeline and also a ISOLATING VALVE.

**TEMPERATURE RELIEF** - A temperature activated valve to relieve excess pressure in water heaters in the event of a thermostat failure and overheating.



**VENT (VENT PIPE)** - A pipe provided to limit pressure fluctuations within a discharge pipe system by the induction or discharge of air and/or to facilitate the discharge of gases.

## 1.54 GLOSSARY OF CONVEYANCING TERMS (NSW):

**AUCTION** – A public sale of a property or real estate that is sold to the highest bidder and if you are the successful bidder you are required to sign Contracts at the time of the Auction. The Contract then becomes binding upon all parties immediately (there is no Cooling Off period).

**BODY CORPORATE** – A company that forms part of a Strata Title, Community Title or Neighbourhood Title property made up of all the owners of the units in a complex.

**CAVEAT** – A warning on a Certificate Title that a third party might have some interest or right in the property.

**CONTRACT OF SALE (Contract)** – A written agreement setting out the terms and conditions which the seller and purchaser enter into for the sale and purchase of a property.



**CONVEYANCER** – The individual who arranges your sale or purchase on your behalf.

**COOLING OF PERIOD** – The legal right of a buyer to withdraw from a contract for purchase of residential property by giving written notice within a certain number of business days (usually 5 business days in NSW) after exchange. (NSW) A cooling-off period does not apply if:

- The property is purchased at an auction or on the same day as an auction.
- The purchaser receives independent legal advice prior to the purchase of the property and waives its cooling off rights.
- Or it is a rural property or a property which is over 2.5 hectares

**COVENANT** – A right or obligation affecting a property and noted on the title of that property for the benefit of some party, e.g. a property might be affected by a covenant restricting the property owner from constructing a dwelling of more than one storey in height.

**EASEMENT** – A right granted to a person to use the land belonging to another, e.g. a neighbour may have an easement to drain water across an adjoining property.

**DEPOSIT** – A deposit is normally paid by the buyer at the time of exchanging contracts or on "fall of the hammer" at auction. It is normally 10% of the purchase price.

**DEPOSIT BOND** – A written undertaking by a company to be answerable for payment of a deposit on the purchase of a property in the event of non-performance by the buyer.

**EXCHANGE** – The Contract of Sale is prepared in duplicate, usually by the seller's solicitor or conveyancer. The original is signed by the seller and a copy is signed by the buyer. The signed contracts are then exchanged and the buyer and seller each receive a copy signed by the other.

**HOME LOAN** – The funds a buyer has to borrow (usually from a bank or other financial institution) to purchase a property, generally secured by a registered mortgage to the bank over the property being purchased.

**LOAN** – The funds a buyer has to borrow (usually from a bank or other financial institution) to purchase a property, generally secured by a registered mortgage to the financial institution over the property being purchased.

**LOAN DOCUMENTS** – the documents the lender requires a borrower to sign before the lender will advance loan monies to the borrower.

**MORTGAGE** – A security taken by a lender over the property of the person the lender is lending money to. The effect of a mortgage is that the borrower cannot sell the property without repaying the loan and if the borrower fails to repay the loan, the lender (mortgagee) can sell the borrower's property.

**MORTGAGE BROKER** – An individual or company that obtains loans for others by finding lending institutions to lend the money.

**MORTGAGE DOCUMENTS** – the documents the lender requires a borrower to sign before the lender will advance loan monies to the borrower.



**PRE-APPROVAL** – An approval for a home loan credit issued by a lender before the borrower has selected a property. Usually issued for a stated maximum loan amount and conditional on a valuation being obtained for the property.

**PRE-PURCHASE INSPECTIONS** – The qualified inspections undertaken by buyers of properties prior to exchange or during the cooling-off period. Typical Pre-Purchase inspections include pest reports, building reports and strata reports for strata title properties. Be very aware of unqualified and cheap entities.

**REAL ESTATE AGENT** – A person licensed to negotiate and sell property on behalf of the property owner.

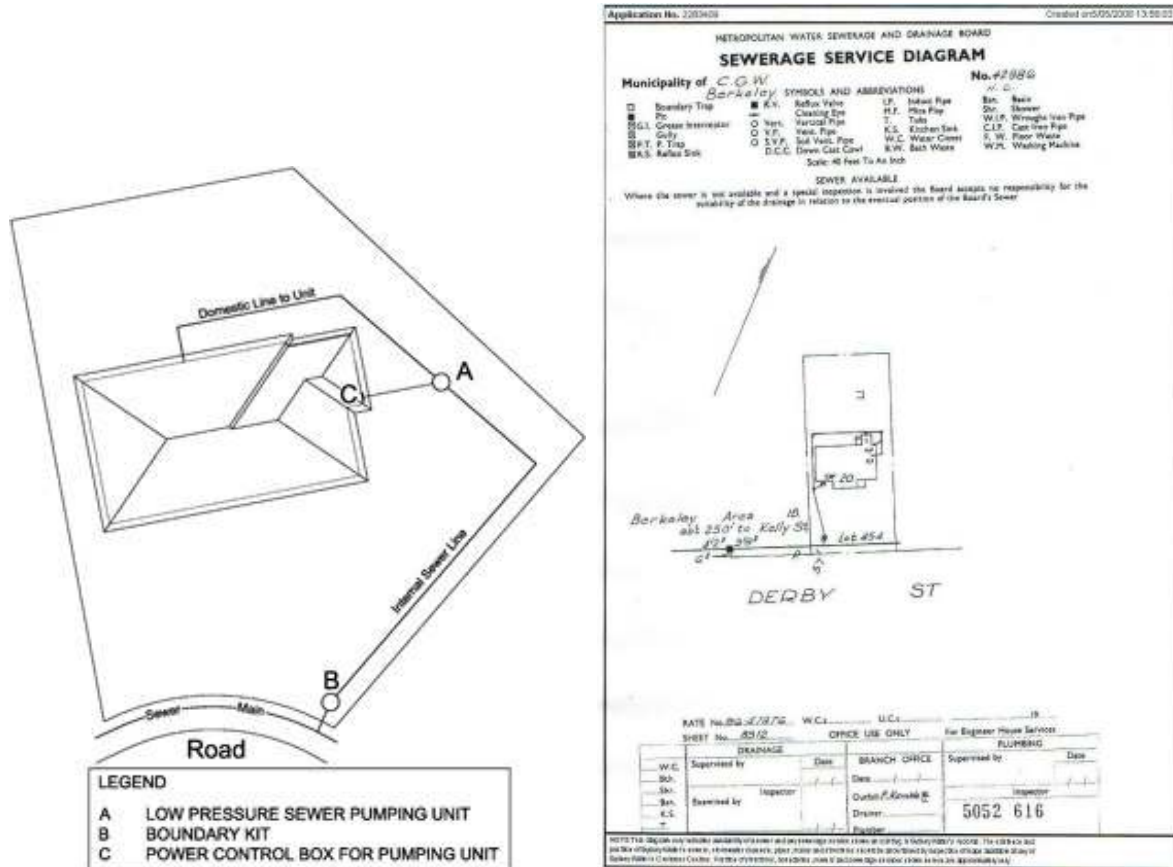


**REDRAW** – Accessing extra payments that may have been paid into an existing home loan.

**REVERSE MORTGAGE (seniors loan)** – A loan that provides seniors with funds from the equity in their homes. Generally, no payments are made until the borrower moves, the property is sold or the borrower dies.

**SETTLEMENT**– The event at which the purchase of a property is finalised by the legal representatives of the vendor and the purchaser. Title documents are delivered to the purchaser's solicitor in exchange for the balance of the purchase monies. At the same time mortgage documents come into effect, costs are paid and the new owner takes possession of the property.

**SEWER DIAGRAM**– a diagram issued by the local water authority disclosing the location of the main sewer line in relation to a property.



**STAMP DUTY** – A state tax on conveyance or transfer of real property calculated on the total value of the property.





**STRATA SEARCH** – These reports are usually obtained by buyers prior to exchange when buying a strata title property. The report covers issues such as the history of the building, recent repairs undertaken, disputes or areas under investigation, monies in the bank to cover repairs and maintenance and the likelihood of any special levies, insurances and by-laws.

**STATUTORY SEARCHES** – the searches required by law to be contained in a contract for sale of residential property. The searches include title search, zoning certificate and sewer diagram.

**STRATA TITLE** – A form of title used for units and townhouses. It gives the owner membership of an Owners' Corporation, and the ownership of a defined part of a building. Strata titles are registered under the Torrens Title system

**TITLE DEED (also known as a Certificate of Title)** – A legal document registered at and issued by the Land & Property Information Office as proof of ownership of property.

**TITLE SEARCH**– Details the names of the owners of a property and other information such as encumbrances, covenants and caveats.

**TORRENS TITLE** – A system of recording property ownership where registration on the Certificate of Title guarantees ownership.

**TRANSFER** (Transferring) – moving interests in a property between people. It may involve adding or removing one or more person's names from a property.

**VALUATION** – An assessment of the value of a property given in a written report by a registered Valuer.

**VALUER** – a licenced person who determines the value of a property using established valuation methodology.



**VENDOR**– The seller of a property.

**ZONING CERTIFICATE** – a certificate issued by a local council disclosing the nature of the zoning of a property and any adverse affectations recorded in the Council's records with respect to the property. (2010)

1.55 THE CLIENTS DRIVE TO INSTIGATE AN INSPECTION:

1.56 The buyer or the client is to provide to the inspector the reason why they wish for a particular inspection to be carried out.

1.57 An auction may be about to commence and an immediate cause to buy has created an intention to purchase a property.

1.58 A client may have seen a TV add, print media or social media causing a will to have a property inspected.

1.59 A family may decide to sell their family home and move thus requesting an inspection.

1.60 Family Law Courts may instigate a property inspection.

1.61 A death of a family member creating a deceased estate to be sold is all causes of instigating a properties sale and or purchase.

1.62 RANGE OF THE INTENDED INSPECTION:

1.63 In-Common- The site, the boundaries, the exterior, the roof exterior, the sub floor, the roof void, the interiors.

1.64 Inspection Procedures- This procedure is to be identified within the instructions received and what has been acknowledged by the property inspector. "Duty of Care"

1.65 Restrictions- If the agent or the purchaser is aware of any restrictions then this shall be brought to the attention of the property inspector.

1.66 NOTATION- An inspector shall advise the purchaser or the client about potential restrictions which may be made accessible at the time of their pending inspection to mitigate a dispute. Any restrictions or issues that are known by the homeowner should be stated in written form to alert the homebuyer to such issues. "Duty to Warn"



1.67 DETAILS WITHIN A REPORT AND IN WHAT FORMS OF:

1.68 The Fee and Inspection Agreement is to clearly define what the property inspection is to include. It would be prudent for the inspector to carry this in printed form to hand out or in PDF form within their phones/tablets to pass onto potential clients.

1.69 The Inspector may nominate to report by "Way of Release" or "Exemption" where the inspector will only report on items of significance instead of items in satisfactory condition.

1.70 Special Purpose Reporting can be agreed to in the same form in the fee and inspection agreement. Instructions must be specific here.

1.71 All reports must be in written and photographic form. (Emphasis is added here.)

1.72 In the event Corporations have office staff to prepare the inspection reports then the actual inspector who carried out the inspection must sign off as having proof read the now completed report. (Emphasis is added here.)

1.73 The fee and inspection agreement to clearly identify the agreed fee and what is excluded for the reporting process as some construction methods are out of the inspectors areas of expertise.

1.74 APPROVAL STANDARDS: (MEANING- AN ENDORSEMENT)

1.75 The Housesafe criterion is that the property inspector is to carry out a prudent and cautious inspection process and ensure all stated areas have been observed at the time of the inspection.

1.76 The standards of the inspector is to be morally bound by the ethics associated with Housesafe and any other association the inspector may choice to be a member of.

1.77 IN-COMMON: (MEANING- WIDESPREAD)

1.78 The property inspector agrees to carry out his instructed inspection in compliance with the terms and conditions of the fee and inspection agreement and the client's instructions.



- 1.79 ACCESS: (MEANING- THE RIGHT TO USE)
- 1.80 In areas of the Inspection- A prudent Inspector will inspect all the dwellings which were accessible at the time of the inspection as per the instructions they have received.
- 1.81 A prudent Inspector will not enter areas deemed unsafe or unobstructed in any form which will be defined at the time of the inspection. However the Inspector may choose to conduct an invasive inspection once a varied written instruction has been announced and then received prior to procedure.
- 1.82 Land surfaces and access doorways or hatches which are higher than expected can be deemed unsafe and not an accessible area. The Inspector will decide this at the time of the inspection.
- 1.83 Sub-floor area and with out-buildings can have had chemicals applied which will prevent safe and reasonable access. The Inspector will decide this at the time of the inspection.
- 1.84 NOTATION- Safe and reasonable access will not contain the removal of any pre-fixed building elements to gain access. The Inspector will decide this at the time of the inspection.
- 1.85 Higher than Expected- Including but not limited to, include roof exteriors over 3.6 high, some roof void access for example over 3.6 from a level floor surface, under a suspended deck if it is deemed unsafe, a side laneway or entry way, a particular landing feature of a dwelling or an area higher than expected from the ground which is not intended for use by a homeowner.
- 1.86 The Inspector will decide at the time of the inspection in relation to access hindrances which have conceded the Inspectors satisfaction to allow safe and reasonable access for this inspection.
- 1.87 Rejection of access or entry- Access which has been rejected or denied to the Inspector will not be included in the property report but the particular denied area/s which was rejected by what means will be so stated by the inspector at the time of the inspection.
- 1.88 Denial- In the event an Agent, Tenant or Vender rejects or hinders access to any element or area of a property at the time of the inspection, the inspector will state so in the property report.
- 1.89 Repudiation- At the time of the inspection repudiation can at times occur due to locked doors and windows, locked out-buildings and alike and even bedrooms can be intentionally locked which will prevent the property inspector from conducting a full inspection. The Inspector will document this fact of such repudiation to access.



- 1.90 WHAT RECORDS SHOULD AN INSPECTOR MAKE & KEEP:
- 1.91 The report will state the clients details, the property address, the time arrived and the time departed the site and the date of the inspection.
- 1.92 The Inspectors details and a photograph of the person who conducted the actual inspection.
- 1.93 The weather conditions at the time of the inspection.
- 1.94 What type of dwelling they are inspecting and the method of construction type.
- 1.95 How many and types of out-buildings associated on the inspecting property.
- 1.96 A prudent inspector would make records of any mould and or asbestos sightings at the time of their inspecting so a potential property owner can be alerted to potential toxic issues associated with the inspected property.
- 1.97 Hindered access areas and why.
- 1.98 Methods of record taking at the time of the inspection.
- 1.99 Who provided the inspector safe and reasonable access at the time of the inspection.
- 1.100 Make plenty of contemporaneous notes and or digital recordings.
- 1.101 A prudent property inspector will make a mud map and floor plan of the dwelling for allow easy identification in the future if the need was to arise.
- 1.102 Photographic evidence is essential to be taken at the time of the inspection and not all photos taken at the time of the inspection need to be provided in the inspection report. A folder within the inspectors computer system is to be kept on each individual inspection to allow easy access should the need arise.
- 1.103 Time to keep all records is normally up to 7 years. Some individuals may choose to keep longer. (Emphasis is added here.)
- 1.104 Archiving- When archiving to storage of inspection records they should be documented to allow easy future access form the library of property inspection reports.



- 1.105 GENERAL (MEANING- ALL PURPOSE)
- 1.106 The client instructed inspection report is to be supplied to the client except when it is not included within the fee and inspection agreement.
- 1.107 All reports must be in writing. (Emphasis is added here.)
- 1.108 NO verbal reporting is allowed in this industry.
- 1.109 All reports must contain the required information so the client understands what is written. It's no good wording a report in technical terms as most laypeople will not understand what is written.
- 1.110 All reports must contain photographic evidence of the inspector's findings so the client can acknowledge what is described. (Emphasis is added here.)
- 1.111 THE SUBSTANCE OF THE REPORT CONTENT: (MEANING- BODY OF EVIDENCE)
- 1.112 All reports must include the following fundamentals:
- 1.113 Clients details and name/s, site address, email contact, phone numbers and any information that identifies the accredited and or the qualification of the inspector.
- 1.114 The name and phone number of the property inspector who conducted the inspection.
- 1.115 Dwelling and site details- The site address, the dwellings description and the identification of any other outbuildings associated to the property to be inspected.
- 1.116 Times in and out at the property and the date of the inspection.
- 1.117 A range and reason for the inspection.
- 1.118 Weather at the time of the inspection. (Fine & Dry, Cloudy & Wet or Raining)
- 1.119 Access difficulties- Why and what prevent fair and reasonable entry to areas so described and if further inspections or invasive investigations are required.
- 1.120 What did you see & What you did not see or access- All information documented at the time of the inspection which may have to allow another independent inspector to peer review the original inspector's conclusive findings.
- 1.121 Noteworthy issues- An inventory of all records kept that can be deemed a reliable source of credible information that a client can rely on like major and or minor defects and visible safety issues at the time of the inspection.

- 1.122 Wrapping up at the end of the reporting- In conclusion the inspector is to conclude at the end of his report a final decision whether the property inspected is Typical, Fair or Poor or similar as an overall statement.
- 1.123 Recommendations- The inspector is to provide further recommendations for further assessment to be provided by other specialist inspectors that may be out of the original inspectors area if expertise.
- 1.124 Qualifications and Legislations- Some Australian states have statutory requirements that must be adequately followed.
- 1.125 Estimates/Tenders/Quotes- Do NOT provide any such estimates within your reporting unless otherwise instructed to do so. State compliance is required for Home Warranty Insurance and Trade Licensing.
- 1.126 PROVISIONS: (MEANING- REQUIREMENTS)
- 1.127 A report shall have provisions made up of the following-
- 1.128 On the basis of such provisions being for example, the actual weather conditions, the occupancy and any of the properties services which could have an effect on the inspector's observations on the day and at the time of the inspection.
- 1.129 What instructions have been provided to the property inspector?
- 1.130 Who gave the inspector the instructions?
- 1.131 Who was at the property during the inspector's inspection?
- 1.132 DO NOT enter a property without an Agent, a Vendor or a Tenant present.
- 1.133 If the property inspector feels areas within the property may have been concealed by others then this is to be disclosed within this inspectors report.
- 1.134 All other areas that can be limiting the inspector/s at the time of their inspection.
- 1.135 The inspector is to itemise alleged defects, both major and minor.
- 1.136 If the inspector cannot gain access into a room or any other area then such prevention is to be photographed and identified within the final report.

*[End of section 1]*

ACCLAMATION 1:

AS YEARS GO BY YOU WILL BE PROPELLED BY  
CHANCE, WITH LITTLE PLANNING INTO THE  
PROPERTY INSPECTORS WAY.

YOUR EXPECTATIONS WILL EXCEL INTO REALITY.

SOMEWHERE THE HARMONY AND ABILITY INSIDE  
YOU WILL BE NOTICED BY YOUR PEERS.

THIS BRINGS YOU UP TO THE LEVEL YOU WANT TO  
BE, THE BEST A MAN CAN BE.

THE HOUSESAFE WAY!





This page is left intentionally blank

## 2. Pre-Acquisition - Building; HS-PPIB-2012

2.1 RANGE:

2.2 NOTE: HS-Inspect-2012: Criteria that show the minimum required to inspect a residential property and the developing of the report.

2.3 An accredited inspector is deemed a properly qualified inspector to provide quality guidance to their client in relation to any features of the dwelling inspected.

2.4 A pre-acquisition (building) inspection of all Australian residential buildings is detailed in by HS-PPIB-2012, however this criteria show general directions and each property inspector is to ensure they meet each area of legislation and other laws and by-laws applicable to this type of property inspection.

2.5 A pre-acquisition (timber pest) inspection of all Australian residential buildings is detailed in HS-PPIB-2012. Some Australian states may have different requirements and legislations, however this criteria show general directions and each property inspector is to ensure they meet each area of legislation and other laws and by-laws applicable to this type of property inspection.

2.6 This criterion will also apply for special purpose property inspections other than the familiar pre-acquisition inspections.

2.7 This section is what a Housesafe property building inspector shall do at a pre-acquisition property inspection.

2.8 The Housesafe property inspector must be suitable accredited by Housesafe or similar and clearly display his or her Template License Number.

2.9 This report may be used for other purposes other than what it is originally intended for providing the instructions provided are adequately displayed in the reporting document.

2.10 NOTATIONS: A homebuyer or similar may only choose an appraisal on the condition of the inspected property purely for a valuation purpose only.

2.11 Some State legislation may need to include similar and or additional requirements which are ahead of these criteria.

2.12 These criteria are to be used for all residential properties including, but not just limited to Strata or alike.

## 2.13 RESTRICTIONS OF THESE CRITERIA:

2.14 The methods used in this type of property inspection reporting are not a compliance report in relation to any other Australian Standard or Code.

2.15 Should a compliance report be required, then the client shall provide written instructions in request.

2.16 A compliance report should only be carried out by a Licensed Builder or one with similar qualifications, (Engineer, Architect and or a PCA Principal Certifying Authority NSW.)

2.17 Some Australian states have different Legislation in relation to Licensing of property inspectors.



## 2.18 SUGGESTED FORMS OF DOCUMENTS FOR COMPLIANCE INSPECTIONS:

2.19 NCC- National Construction Codes.



2014/15/16 NCC now available for free online

2.20 BCA- Building Codes of Australia.



2.21 These above forms of books will also direct an inspector to other forms of relevant Australian Standards, manufacturer's installation requirements and other State booklets of guides and/or tolerances. Ensure you understand the disclaimers stated in such books.

2.22 Some of these guides and installation requirements are not legal documents and cannot be used as such. Be aware of this fact! (Emphasis is added here.)

## 2.23 HOW TO DEFINE AN INSPECTION:

### 2.24 IN GENERAL:

A form of agreement between your client and the Housesafe inspector should be documented and noted before the inspection takes place.

This can be in the form oral instructions over a phone or face to face with later to incorporate written conditions.

Such agreements should include the purpose and the scope of the inspection and agreed acceptance criteria in accordance with this Section. (As per the Housesafe Template inspection documents)

If clarification is required then the written contemporaneous notes taken at the time of the phone call can be included in the reporting document or scanned and emailed to your client for such clarification.

Any changes to the original criteria agreed to by the parties must follow this same procedure at the time of the secondary call or request.

Where the client or another party want assessment of the property structure then the inspection shall be in accordance a statutory warranty. This special purpose inspection is to be agreed to prior of the inspection and must be clear in its specifications based on the instructions provided.

Subject to State Licensing regulations an inspector can be licensed. Some may be licensed builders or tradesman. Nola, "National Occupational Licensing Authority" may call for national licensing of property inspection entities in the future.

Such licensing details should be within the body of the inspection report.

NOTE: The inspection agreement should be in written form and acknowledged by both or all parties to such agreement.

2.25 Acknowledgement: The client must acknowledge they have received, read and understand the report once received, if not, then the inspection entity must follow up to obtain such acknowledgment. (Emphasis is added here.)

## 2.26 INTENT OF THE INSPECTION

2.27 The intent of an inspection like this is to give guidance to a purchaser or any other interested party about the inspected property.

2.28 The time and date of such inspection is to be documented.

## 2.29 THE INSPECTION

2.30 General: It is to be a visual only assessment of the property.

2.31 Intent: To allow for identification of any minor or major defects and anything else the property inspector feels necessary to report to the potential buyers.

2.32 The Inspector is to offer his/her opinion regarding the properties condition at the time of inspection.

2.33 Sometimes a client may request an estimate or a quote for rectification works in regard to defects. This estimate is not part of this pre-acquisition inspection. Should costs be required then a supplementary report can be provided at an additional cost to your client.

2.34 Areas for Inspection: The inspection shall allow entry to all accessible areas. The required areas to inspect are:

2.34.1 The Exterior:

2.34.2 The Interior, room by room:

2.34.3 The Roof Exterior: (subject to height restrictions)

2.34.4 The Sub Floor: (subject to height and access restrictions)

2.34.5 The Site:

2.34.6 The Out Buildings: (within a 30metre distance of a main dwelling.)

2.34.7 The Boundaries, Retaining Walls and Fencing:

2.34.8 and The Roof Interior:

2.35 What did you find? Ensure you document and photograph your findings. It's OK to take up to 100 digital photographs at each inspection and only use up to approx 25 in your actual report. File all photographs in your computers folders and save to comparable of line file saving devices, (Emphasis is added here.)

2.36 The client can arrange right of entry on your behalf depending on what the inspector's original instructions were to facilitate such entry to the property.

2.37 The inspector is to provide a written and photographic report so a story is described in descriptive terminology as displayed in the Housesafe Template Documents. These Housesafe Template Documents are made available to all Housesafe Accredited Inspectors.

2.38 The inspector can also arrange entry to parts of the property by requesting access by the vendor or the agent or the individual obtained to provide such access.

- 2.39 Areas where entry is denied to the inspector are excluded from the inspection. (Emphasis is added here.)
- 2.40 NOTE: Those denied property areas will be subject to an additional inspection at an additional fee to the client should the purchaser wish for reasonable entry to go ahead.
- 2.41 Disclaimers: Be aware of applying too many disclaimers within your reports as it is a common belief that Lawyers and Legal Representatives don't like reports with too many disclaimers and advise their clients to steer away from property inspectors who use them. A disclaimer should only be put into place when areas of an inspection are limited or hindered, E.G: an inspector cannot see behind wall linings or a heavy wall unit or alike.



- 2.42 On Sell: It is OK to on sell your property inspection reports. Ensure you have the new client's name, payment and contact details so the report can be altered to accommodate the new potential home buyer. This is a common occurrence at various Auction sites around Australia. (Some changes are possible in 2015)
- 2.43 It would be more prudent of the Inspector to advise the Purchaser to ensure fair and reasonable access to ALL required areas is made available prior to the inspector coming to the site.
- 2.44 To Inspect the Site, Boundaries, Retaining Walls, Out Buildings within a reasonable distance to the main dwelling (some allow up to 30metres) Exterior, Sub Floor, Roof Exterior, Roof Interior and the entire Interiors and alike.
- 2.45 Limitations: Such limitation can only be identified at the time of the inspection which will need to be photographically described. The inspector may be able anticipate some known limitations and advise the Client to allow and prepare for access. Such limitations are to be written up in the inspectors reporting document.
- 2.40 Further Limitations: The property report is to identify any other areas within the property that prevented inspection like areas covered by insulation, air-conditioning ducting or associated pipework.

2.41 **Defects:** Minor & Major defects. An itemised concept is below allowing the Inspector to identify the type of the alleged defect at the time of the inspection:

- A- **Damage:** *(visual disruption resulting in loss of value or the impairment of usefulness,)*
- B- **Distortion, Warping and Twisting:** *(a change in the shape of an image resulting from imperfections,)*
- C- **Water penetration:** *(the egress or entry of forms of water and dampness,)*
- D- **Material deterioration:** *(alteration and a decline of the products original intended finish,)*
- E- **Operational:** *(not fit for proper functioning and /or ready for intended use,)*
- F- **Installations & Appearance:** *(inappropriate fitting and finish of a products intended use)*
- G- **Incomplete Works:** *(works that are yet to be completed as was originally intended and lacking in part)*
- H- **Safety:** *(a duty to report on these issues to bring it to the attention to the Homeowner)*
- I- **Defective Works:** *(marked by subnormal structure or function and a general word for a kind of imperfection)*
- J- **Non-Compliant Works:** *(works that are to be completed as per relevant Australian Standards and or Codes)*
- K- **General Maintenance Works:** *(works that are to be carried out by the Homeowner)*
- L- **Inconsistent Works:** *(items not the same throughout and having self-contradictory and conflicting elements)*



Defects noted!

2.42 Safety Items: Safety items are to be identified, photographed and described within the body of the inspector's report alleged at the time of the inspection. Some most common referenced safety items are identified below:

1. Undulating masonry pavers and concrete joints can be a trip hazard,
2. Uneven stair riser heights and or tread widths can be a trip hazard,
3. CPR charts must be clearly displayed in swimming pool and spa pool areas,
4. All pool fence gates must be self-closing and self-latching from any position,
5. MOULD is evident, this is a health hazard,
6. ASBESTOS is evident, this is a health hazard,
7. ASBESTOS products are evident and they must not be drilled, sanded or ground under any circumstances as this is a serious health hazard. A Property Asbestos Registry is to be made available some time in 2013 by relevant State Governments or similar, yet to be confirmed,
8. Swimming Pool Barrier Safety Certification is essential to all Australian properties that have swimming pools, (Emphasis is added here.)
9. Two storey home furnishings must be a minimum of 1.0metre away from top storey windows or non-penetrable screens must be in place,
10. Two storey windows built from 2012 must not open up any more than 125mm,
11. Any hanging leads or cords to window and door blind units must be away from a toddlers view,
12. Tiled or sealed surfaces can become slippery when wet,
13. Trees to be assessed by an appropriate Arborist.
14. Rusting and or wood decaying balconies are in danger of collapse.



2.43 Acceptance: The property and its building is to be matched with a similar aged building that was constructed in a similar original date and era.

2.44 Such equal or similar properties are to have been maintained so no significant loss of structural integrity and serviceability is evident.

2.45 Loss: A loss can be attributed to a found and proven defect on a property where a loss in value, amenity and aesthetics is evident.

2.46 Strata: Strata units and Lots can be inspected using this criteria document by inspecting the unit's immediate exterior, interior, associated Lot garage and or storage areas only.



- 2.47 Safe and reasonable access: The inspector will determine this at the time of inspection subject to the current conditions at the time of inspection.
- 2.48 Property Inspector's come in all shapes and sizes so they shall determine whether allowable space is available to allow such safe access.
- 2.49 At times an inspection shall include only what is visible within the Inspector's line of sight to allow reasonable assessment.
- 2.50 Reasonable assessment shall be determined by the inspector at the time of the inspection.
- 2.51 Should a line of sight be limited then the inspector is to provide photographic evidence of such obstructions.
- 2.52 The use of a 3.6metre ladder is the maximum allowed safety accessing tool to access a roof exterior and or a ceiling manhole. Any other elevated areas are not accessed if higher than 3.6metres. No exterior roof will or should be accessed in wet conditions!



- 2.53 PROPERTY INSPECTION RECORDS: The inspector is to record in a suggested contemporaneous manner all information prior and or during the actual inspection. Written notations and or a recording device may be utilised. This way records can be produced upon demand. Recording devices once used imply that what was recorded is embedded into the inspectors report.



- 2.54 To identify the client, the site address, the date and the weather at the time of the inspection.
- 2.55 The property inspector should keep all records for a minimum period of five to seven years. All records now in 2013 can be kept on thumb drive, portable hard drives and discs.
- 2.56 The report is to be in written form to enable the client to retain a record of the inspection report. Most reports are in emailed form in PDF format. This will minimise the formatted size of the files kept on other devices.
- 2.57 On an administrative basis only, the name, address, photo and the licence number or registration under any current Australian State legislation, accreditation and PI Insurance details of the inspector responsible for the inspection and finally the original client instructions and agreement should be within the reporting document. This will act as an identity to the client and confirm the details of the inspections original intended agreement.
- 2.58 Further Inspections: The inspector is to include if applicable a recommendation for any further inspections by specialist inspectors. (E.G: a pest inspector, an electrician, a plumber, a structural engineer, a geotechnical engineer, a fire-safety consultant, a surveyor or similar) to undertake further inspections of the building.
- 2.59 Proven Intent: Some reports may have conditional sections where a person or agents of the client requesting the report give knowledge about alleged concealment of possible defects or termite damage and any other factor limiting the inspection and or the preparation of the inspection document, The Report!
- 2.60 Concealment is a crime and should be dealt with as required. Some Australian states have laws that protect consumers from such concealment. Disclosure laws may differ in some states, but their actual intent is similar. (An example of possible concealment where the exterior of a dwelling in part is covered... WHY?)



- 2.61 Conclusion/Summary: The report may give conclusions and or a summary of defects and opinions regarding minor defects. The conclusion section can also give comment to if the issues raised are High, Typical or Low: (Refer to an example below)

**Conclusion Warning: (At the time of this Inspection)**

**HIGH** (Needs immediate rectification)

**TYPICAL** (Rectification works required in the near future) or

**LOW** (Minor rectification works are required.)

The purpose of this inspection is to provide advice to the Client regarding the condition of the property at the time of the inspection. This inspection comprised a visual assessment only of the property to identify any defects and to form an opinion regarding the condition of the property at the time of the inspection. The incidence of any form of Defects within this Building in comparison to the average condition of similar buildings of approximately the same age that have been reasonably well maintained is considered:

**Warning is: "LOW or TYPICAL or HIGH" (to define what!)**



## 2.61 BUILDING ELEMENTS AND ALIKE “EXCLUDED” FROM THIS INSPECTION:

The inspector is not required to report on the following:

1. Footings below ground level,
2. Concealed DPC, damp-proof course,
3. Electrical installations, operation of smoke detectors, light switches, power points, fittings, TV, sound, intercom and security systems,
4. Concealed plumbing and drainage,
5. Adequacy of the roof gutter drainage installed,
6. Gas fittings and fixtures,
7. Air Conditioning unit and its operation and Automatic garage door mechanisms,
8. Swimming pools and any associated filtration and solar heating equipment,
9. The operation of any fireplaces, solid fuel heaters, chimneys and flues,
10. Alarm unit systems,
11. Soft floor coverings, E.G: Carpets, Linoleum or similar,
12. Electrical appliances like dishwashers, incinerators, ovens, hot plates, range hoods, ducted vacuum systems and alike,
13. Paint coatings, except for external protective coatings like Granosite and Acryotex,
14. Health hazards: E.G: allergy forming elements, moulds, soils toxicity, soil conditions, lead content, radon, presence of asbestos or urea formaldehyde, however if noticed the Inspector may make mention to the Client these effects and request a supplementary report or reports be provided at an additional cost,
15. Timber or metal framing sizes and the intended adequacy,
16. Concealed tie-downs and bracing,
17. Timber pest activity, (NOTE: activity only),
18. Other mechanical or electrical equipment such as gates and external and internal inclinators,
19. Building element control/expansion/isolation joints,
20. Sustainable development provisions,
21. Concealed framing-timbers or any areas concealed by wall linings/sidings.
22. Landscaping and any Rubbish left on properties,
23. Furnishings and Stored items,
24. Insulation,
25. Environmental matters, BASIX, water tanks and any BCA Environmental Provisions,
26. Energy and or lighting efficiency,

2.62 CRACKING OF BUILDING ELEMENTS:

2.63 The cracking of the building element/s is determined at site as an indicator of the buildings structural performance.

2.64 Best results are found when using the Housesafe Crack Gauge.

2.65 Where cracking is present in a building element the inspector is to identify the cracking into a range of factors as follows: Refer Below:

**Cracking to the Exterior and Interior:**

**Is there cracking to these above Building Elements? YES / NO.**

The inspector may give further opinions as to the function of the impaired cracking area and if the buildings structural performance is impaired in some way then a Structural Engineer is to be obtained and the nominated areas to be assessed by same.

**Is this applicable to this site and property? YES / NO.**

**Cracking:** Cracking is also categorized into the following 5 categories with a description of typical damage and required repairs:

**0**-Hairline cracking, under 0.1mm,

**1**-Fine cracks that do not need repair, less than 1.0mm,

**2**-Noticable cracks, yet easily filled 1mm - 5.0mm,

**3**-Cracks that can be repaired and possibly some of the wall sections will need to be replaced. Note weather tightness can be impaired, 5.0mm -15.0mm,

**4**-Extensive repair works required involving breaking out and replacing these sections. Walls can become out of plumb and fall and causes reduced bearing capacity, 15.0mm - 25.0mm.

<b><u>The cracked area/s</u></b>	<b><u>Photo of cracking</u></b>	<b><u>Crack approx width &amp; length</u></b>
<p><i>To the external brickwork.....</i></p> <p><i>To the internal walls and ceilings.....</i></p> <p><i>Category "..."</i></p>	<p>NO / YES.</p>	<p><i><u>Exterior:</u> Under ....mm &amp; approx ....mm to .....metres in length to the stated areas.</i></p> <p><i><u>Internally:</u> Under ...m and up to .....metres in length to the stated areas.</i></p>

2.66 An example of a pre-acquisition report: Refer Below:

## Visual Pre Purchase Building Inspection Report

To comply with Australian Standard AS4349.1-2007

1.0 CLIENT DETAILS:	
<b>Client:</b>	
<b>Contact Details:</b>	Ph: _____ Email: _____
<b>Job Invoice No:</b>	
<b>Report Ordered by:</b>	Vendor / Purchaser / Conveyancer / Agent
<b>Inspection address:</b>	
<b>Inspection Date &amp; Time:</b>	<u>Date:</u> _____ <u>Arrival time:</u> _____ <u>Departure time:</u> _____
<b>Weather Conditions at time of inspection:</b>	Raining / Damp / Cloudy / Fine / Dry / Hot
<b>Building if Furnished:</b>	Yes the dwelling was fully furnished and all cupboards & built-in robes were full of the occupier's stored goods throughout at the time of this inspection / No
<b>Building Tenancy:</b>	Property Occupied / Vacant / Appeared dressed up to sell
<b>Persons present at time of inspection:</b>	Vendor / Real Estate Agent / Tenant
<p><b>PLACE PROPERTY PHOTO/S HERE</b></p>	
<p><b>Front Elevation of the Inspected Property</b></p>	

Please take the time to completely read this visual pre purchase building inspection report so you are able to make a fully informed decision prior to its purchase. (hjr007.3)

**INDEX:****1.0** CLIENT**2.0** FEE & INSPECTION AGREEMENT**3.0** SUMMARY**4.0** ACCESS**5.0** TERMINOLOGY**6.0** PHOTOGRAPHIC FINDINGS**7.0** THE EXTERIOR**8.0** THE SUB FLOOR**9.0** THE ROOF LOFT**10.0** THE ROOF EXTERIOR**11.0** THE SITE**12.0** THE INTERIOR & INVASIVE INSPECTION REQUIREMENTS**13.0** TERMS & CONDITIONS**14.0** CONTACTING THE INSPECTOR**15.0** ACKNOWLEDGMENT OF THIS REPORT (*hjr007.3*)

## 2.0 FEE & INSPECTION AGREEMENT

This agreement forms part of this Pre Purchase Inspection Building Report.

*(Offer & Acceptance, Form of Valuable Consideration and Instructions apply here.)*

*(Definition: Offer and Acceptance; analysis is a traditional approach in contract law used to determine whether an agreement exists between two parties. Agreement consists of an offer by an indication of one person (the "offeror") to another (the "offeree") of the offeror's willingness to enter into a contract on certain terms without further negotiations. A contract is said to come into existence when acceptance of an offer (agreement to the terms in it) has been communicated to the offeror by the offeree and there has been consideration bargained-for induced by promises or a promise, associated costs and performance.)*

*(Definition: Valuable Consideration; it is very important that the Purchaser has had time to consider and deliberate what it is you, the inspector, is about to carry out for them as per their instructions. The benefit of carrying out this inspection is confirmed for example if Credit Card details are provided or an agreement is entered into for payment prior or on delivery of the inspection reports.)*

*(Definition: Instructions; the purchaser has given verbal or written directions to carry out this pre purchase building inspection on their behalf. At times it is very difficult to obtain written directions if the inspection and report is to be carried out the same day as ordered.)*

<b>Tax Invoice No:</b>	<b>Client:</b>
<b>Phone:</b>	<b>Property at:</b>
<b>You agree to a fee of \$...../..... Inc GST for this Property Inspection and Report</b>	
<b>Amount:\$</b> <b>-00</b>	<b>ABN No:</b> /     /     / <b>Paid:</b> /     /

### YOU AGREE TO THE FOLLOWING CONDITIONS & THE INSPECTION TYPE ORDERED BY YOU. (VISUAL PRE-PURCHASE BUILDING INSPECTION & REPORT)

This inspection will be carried out in compliance with AS4349.1-2007 except for Strata Units or properties where the inspection will be according with Appendix B of AS4349.1-2007.

1. This inspection is a visual evaluation only for the buildings within 30 metres of the main building and within the inspection properties boundaries.
2. ACKNOWLEDGMENT: I agree to contact the Inspector once I have read the report or the Inspector will contact me. (hjr007)
3. Safe and reasonable access will only be achieved to the property being inspected to the areas of, The Exterior, The Site, The Boundaries, The Roof Exterior (subject to height & weather restrictions) The Interior, The Interior of The Roof Space and within the Sub Floor areas (if applicable) only.
4. The report will also advise on visible minor and major defects, safety hazards and any cracking visible to the buildings elements on the day and time of the inspection.
5. The Inspector will not conduct any invasive inspections. (Written instructions must be provided for any invasive inspections required now or in the future as the Inspector will not cut, break apart, dismantle or remove any objects of roofing, wall or ceiling linings, A/C ducting, foliage, roof insulation, floor or wall coverings, fixtures, furnishings or any personal belongings currently in place.)
6. The Inspector will advise you should there be need to carry out an Invasive Inspection to the property that they inspected. In the event an Invasive Inspection should be required, then you should NOT agree to anything until this Invasive Inspection has been completed and reported on.
7. We DO NOT & WILL NOT inspect inside of walls, between floors, inside flat roofing, inside any eave areas, behind any stored goods in cupboards, behind heavy furnishings and other areas that are obstructed at our inspection.
8. It is highly recommended that a full Timber Pest Inspection carried out in compliance with AS4349.3-2010.
9. **No inspection will be carried out for Asbestos.** (This is out of our area of expertise, unless otherwise stated)
10. **No inspection will be carried out for Magnesite.** (This is out of our area of expertise, unless otherwise stated)
11. **No inspection will be made for Mould.** (This is out of our area of expertise, unless otherwise stated)
12. **No inspection will be made for Solar Power Panels.** (This is out of our area of expertise, unless otherwise stated)



13. Costs for and building rectification works are not provided within this Report. Should you require any costing's you should seek further advice from a Licensed Builder, Architect or a Quantity Surveyor.
14. When a property is occupied we bring your attention to be aware that furnishings and other belongings may conceal evidence of other issues which can only be discovered if and when these items are moved or removed and or after this inspected property has been vacated.
15. When and if Timber Pest Damage is found, it will be reported. We will only report on the visible damage at the time of this inspection.
16. We will at times recommend other types of inspections that are out of our areas of expertise during our inspection reporting process.
17. This Inspection will not cover or report the items listed in Appendix D in AS4349.1-2007. A copy of Appendix D can be provided upon request.
18. This report is not a Structural Report. Should you require any advice of a structural nature you should contact a Structural Engineer in relation to this dwelling.
19. Where a Strata Title property is to be inspected, then we will only inspect the strata unit's interior and the unit's immediate exterior to be inspected as detailed in Appendix B in AS4349.1-2007. A full Strata Report must be obtained for all of the common areas before you make an informed decision to purchase the Unit. A copy of Appendix B can be provided upon request.
20. If an issue, pending dispute or a claim arises out of this inspection and report then each party must give written notice to each of the parties within 28 days. Disputes will then be handled by an independent mediator, Housesafe or an arbitrator. Each party will pay their own costs.
21. We will not be liable for any third party loss or damage suffered by any Person other than you in connection with the Inspection Reports use. We are released from any claims or further actions, damages or loss whatsoever if this report is to be used by another person or entity without our written permission to do so.
22. The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of inspection. The inspector shall also determine whether sufficient space is available to allow safe and reasonable access.

If sub-floor areas appear to have been recently sprayed with any Chemical Treatments these areas should not be inspected unless it is safe to do so.

Area	Access Panel	Crawl space	Accessible Height
<b>Roof Space:</b>	400mm x 500mm	Minimum of 600mm x 600mm	From a 3.6m ladder off a level platform and only if it is safe to do so
<b>Roof Exterior:</b>	-	-	From a 3.6m ladder only and off a safe level ground surface
<b>Subfloor:</b>	Subject to inspectors discretion as to safe and reasonable access	Subject to inspectors discretion as to safe and reasonable access	Subject to inspectors discretion as to safe and reasonable access

23. Limitations to this Inspection are noted above and how these limitations may affect the Inspection are:
  - In general, any stored or scattered goods, stored boxes, parked cars, bikes, boats, trailers, A/C unit's and their ducting and any external covering foliage, plants, vines, stored fire wood and timbers, vines clinging to external wall surfaces, trees covering areas will hinder our inspection to the areas clearly stated within the body of this report.
24. We invite you to contact the inspector shown on the last page of this report so any implications or unresolved issues can be explained. The inspector can only advise on areas within their area of expertise. Any unexplained areas you agree to research yourself prior to making any further decision to purchase this property.
25. You're the Purchaser need to have any misunderstood issue fully explained to you prior to making any decision in purchasing this as inspected property. Your Conveyancer is not adequately qualified to explain any issues to you, you must contact the Inspector shown on the last page of this report.

Acceptance: ..... Dated: .....

### 3.0 SUMMARY OF THIS INSPECTION:

#### 3.1 OVERVIEW:

The following summary below of **Satisfactory, Average and Poor** apply to the overall condition and to other areas of this Inspected Property if and when stated within this report document:

<b>SATISFACTORY</b>	The areas inspected appear to be in serviceable and sound acceptable condition without any significant visible defects.
<b>AVERAGE</b>	The inspected areas evident require repairs and or maintenance which are consistent and normal due to the age of the property.
<b>POOR</b>	The areas inspected require major repairs and or replacement due to its age, poor maintenance, deprived state, deterioration or not being completed to an acceptable standard of workmanship.

<b>ROOF EXTERIOR:</b>	<i>Insert condition</i>
<b>THE EXTERIOR:</b>	<i>Insert condition</i>
<b>THE SITE:</b>	<i>Insert condition</i>
<b>a/ Retaining Walls:</b>	<i>Insert condition</i>
<b>b/ Site Drainage:</b>	<i>Insert condition</i>
<b>c/ Out-buildings:</b>	<i>Insert condition</i>
<b>THE SUB FLOOR SPACE:</b>	<i>Insert condition</i>
<b>THE ROOF VOID SPACE:</b>	<i>Insert condition</i>
<b>THE INTERIOR:</b>	<i>Insert condition</i>
<b>OVERALL CONDITION OF THE BUILDING:</b>	<i>Insert condition</i>

**NOTE:** Other photos not shown in this report may have been taken of this property indicating the inspector's observations on the day in relation to any excessive foliage growth, damaged retaining walls, pool areas, areas that are not part of this inspection, termite matters, hindered or restricted access areas and of any other issues not covered.

**NOTE:** This report does not advice on events or any further damage occurring to the property post the inspector departing the property.

**NOTE:** All floor surfaces may become slippery when wet. Should you have any concerns regarding slippage to these surfaces, you should seek advice from a slip risk specialist.

#### 3.2 PURPOSE:

This report should only be read in its entirety for the purpose of allowing the potential purchaser to make an informed decision prior to this inspected properties purchase as well as to potentially resolve any unknown issues.

#### 3.3 SCOPE:

This pre-purchase property building inspection shall comprise of a visual assessment only for the buildings general condition within **30 metres** of the main building only and as well as being within the inspection properties boundaries. (hjr007.5) This report is not a Structural Report, should you require any advice of a structural nature you should contact a Structural Engineer in relation to this dwelling.

**3.4 SUMMARY:****OBSERVATION OF DEFECTS AT THE TIME OF THIS INSPECTION:**

Defects are categorized into 6 areas as described below.

These descriptions are clearly defined in AS4349.1-2007 Table 3.3 "Type of Defects."

**A-Damage** (visual disruption or breakage resulting in loss of value or the impairment of usefulness,)

**B-Distortion, warping and twisting** (a change in the shape of an image resulting from imperfections from its intended location,)

**C-Water penetration, damp related** (the presence of moisture and/or egress or entry of forms of water and dampness into unintended locations,)

**D-Material deterioration (rusting, rotting, corrosion, decay)** (alteration of the products or elements original intended finish,)

**E-Operational** (not being fit for proper functioning and /or ready for use,)

**F-Installations & Appearance** (inappropriate fitting and finish of a products intended use)

*(NOTE: to add in further details in relation to minor and major defects, safety issues and step issues below in relation to this property found at the time of your inspection. The index page numbers will need changing if this section goes over onto additional pages.)*

**3.4.1 Summary of MAJOR DEFECTS:**

*Description:* Being a defect of significant magnitude that requires immediate rectification. At this inspection we will assess and appraise the properties building elements for the presence of visible defects.

***My observation of visual Major "Defects" found at the time of this property inspection:***

1/

**3.4.2 Summary of MINOR DEFECTS:**

*Description:* Classified as anything other than a major defect.

***My observation of visual Minor "Defects" found at the time of this property inspection:***

1/

**3.4.3 Summary of SAFETY ITEMS (INCLUDING STEPS):** *(NOTE: the bold items below to stay in all reports.)*

*Description: Issues identified at the time of my Inspection. (Duty to Warn!) **WARNING***

**My observation of Safety issues found at the time of this property inspection:**

1/ Undulating pavers and or concrete joints can be a trip hazard

2/ Any uneven stair riser height and or stair tread widths can also be a trip hazard

3/ All railings must be no lower than 1.0metre high

4/ CPR charts must be clearly displayed in swimming pool & spa pool areas *(NOTE: delete if not applicable.)*

5/ All pool barrier gate/s must be self-closing & self-latching *(NOTE: delete if not applicable.)*

6/ A Structural Engineer will be required to inspect retaining walls over 700mm high and any structural steel work evident and visible at the time of the inspection to this property.

7/ Rooms to two story properties must not have furnishings within 1.0meter of an external window unless the window has penetration proof screening materials and are fixed in place and not easily removed. From Jan 2013 all second story windows must not open up more than .125mm.

8/ Window and door venetians, blinds and or curtain cords can be a choke hazard if left dangling in view of toddlers. Etc, Etc, Etc.....

<b>Description and ID of the Property Inspected:</b>
--

*(Insert your descriptions)*

**Type:**

For the purpose of this report this residential dwelling has a street frontage facing \_\_\_\_\_ approx.

**Site Topography:**

Falls to the North/South/East or West \_\_\_\_\_

**Height:** No of storeys \_\_\_\_\_ (single, two storey, split level, tri level or multi-level)

**Construction Type:**

Floor type: \_\_\_\_\_ (slab, timber floor)

Exterior Wall type: \_\_\_\_\_ (brick veneer, rendered masonry, cladded, wall sheeting, asbestos)

Exterior Roof type: Hip / Gable / Skillion

Exterior Roof covering: \_\_\_\_\_ (metal roofing, concrete tile, terra-cotta tile, slate, iron, asbestos)

**Interior Linings:** \_\_\_\_\_ (plasterboard, asbestos, wall panelling, Masonite, hardboard panels)

**Verandas or Balconies:**

How many \_\_\_\_\_

their actual location \_\_\_\_\_

## Other Structures & Areas Inspected:

**Swimming Pool area:** (If Applicable to this inspected property)

Pool equipment & its operation not tested;

CPR chart YES or NO,

Pool fence: Presence \_\_\_\_\_, Integrity \_\_\_\_\_, Gate operation \_\_\_\_\_

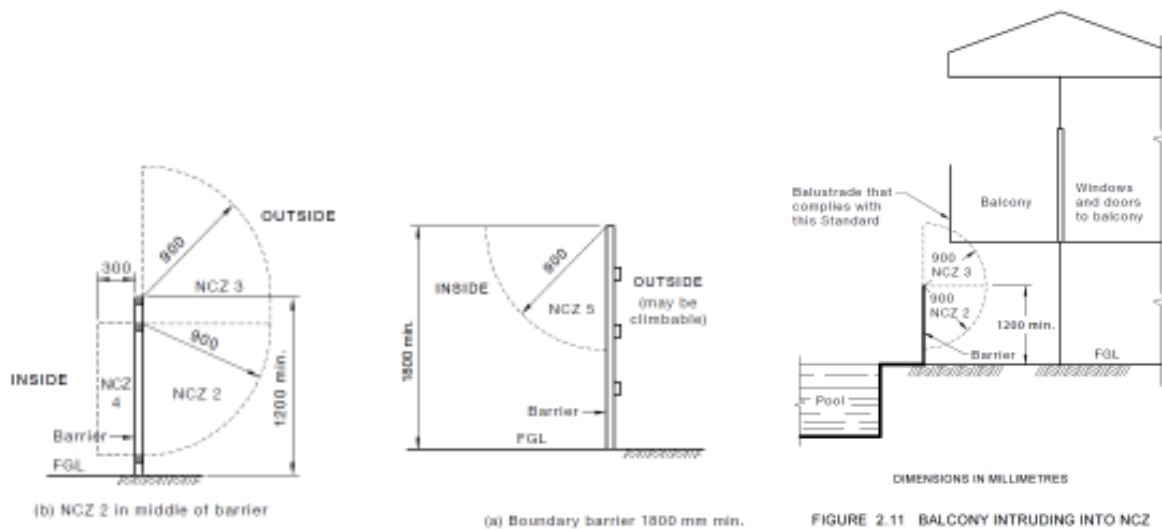
**In general if applicable to this property:** Any pool fencing and associated pool areas that are part of a dwellings exterior must be compliant with the Local Council's legal requirements. All windows and doors that directly face a pool area must be self-closing/self-latching or a non-removable security mesh screen must be fitted to those window and fixed door units.

**NOTE:** Excerpts from AS1926.1-2012 Swimming Pool Safety, Barriers for Swimming Pools

1.3.14 Latch: A self-latching mechanism that prevents the opening of a closed gate or door without activation of its release device.

1.3.15 Non-climbable: A part of a barrier in which there are no handholds or footholds or other aids for climbing.

1.3.16 Non-climbable zone (NCZ): A zone on a barrier and in the space adjacent to a barrier, running the full length of a barrier including a gate, that is intended to restrict climbing of the barrier by young children.



The above figures show some of the requirements for Pool Barrier Safety.

**2.4 GATES, GATE UNITS AND LATCH FITTINGS:****2.4.1 Gates 2.4.1.1 Operation of gates**

Gates shall be hung so that they only swing outwards, i.e. away from the pool area.  
 Gates shall be located so that the arc of operation is clear of any building or doorway.  
 Gates shall have sufficient clearance to swing freely through the arc of operation.  
 The opening under a closed gate shall not exceed 100 mm at any point.  
 Foundation materials under the fence gate and posts must be of a permanent nature.

*(Insert your descriptions from the answer sheets/template phrases and or delete if not applicable to this property)*

**Garden Shed:** \_\_\_\_\_

**Detached Garage:** \_\_\_\_\_

**Freestanding Carport:** \_\_\_\_\_

**Pergola:** \_\_\_\_\_

**Decking:** \_\_\_\_\_

**Other Out Building/s:** \_\_\_\_\_

**Granny Flat:** \_\_\_\_\_

It is recommended that confirmation be obtained by the relevant authorities that the structure being reported on has been approved for its intended use.

**Bedroom**.....

**Kitchen/Laundry**.....

**Bathroom**.....

**Living**.....

## 4.0 ACCESS AT THE TIME OF THE INSPECTION

### **Areas Inspected & Areas Not Inspected and Why:**

*(Insert your descriptions and or delete what is not applicable)*

1. **The Areas Inspected were:**

- a. the Interior,
- b. the Exterior,
- c. (parts of) the Roof Void Space,
- d. (sections of) the Roof Exterior,
- e. (parts of) the Sub Floor area,
- f. the Boundaries
- g. the Site
- h. and any associated Outbuildings within 30 metres of the main building.

2. **Therefore the Areas or Sections that Access SHOULD be fully gained are:** (List all areas to be accessed once vacated are \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_)

**(NOTE: It is recommended that an additional manhole must be put into place to gain access into the areas beyond the hindering valley series timber trusses as valley series trusses are NOT crawled through at a visual pre purchase inspection)**

**Further Inspection is essential prior to making your decision to Purchase at an additional cost if required.**

**PLACE  
PHOTO'S of HINDERED ACCESS  
HERE**

3. **The Areas that were NOT Accessible for Inspection are and the reasons WHY were:**
- a. To sections of the roof loft: .....
  - b. Hindered access to: .....
  - c. To sections of the sub floor: .....
  - d. To the internal rooms being: .....

**Further Inspection of these areas above is essential once access has been obtained at an additional cost.**

**PLACE  
PHOTO'S of HINDERED ACCESS  
HERE**

4. **The Areas in which Visual Inspection was Obstructed and reasons WHY were:**
- a. To sections of the roof loft: .....
  - b. Hindered access to: .....
  - c. To sections of the sub floor: .....
  - d. To the internal rooms being: .....
  - e. To sections of the dwellings exterior: .....
  - f. The boundary fences: .....
  - g. The properties retaining walls due to: .....

**Further Inspection of these areas is essential once access has been obtained or when this property has been vacated and the foliage trimmed back at an additional cost.**

**PLACE  
PHOTO'S of HINDERED ACCESS  
HERE**

*(NOTE: the following area/s and page/s need photographs placed in this section on issues found to be a hindrance at the time of your inspection. The index page numbers will need changing if this section goes over onto additional pages.)*



## 5.0 TERMINOLOGY & THEIR DEFINITIONS

**GLOSSARY OF TERMS:** (This explains Building Elements in layman terms.)

**ACCESSIBLE AREA** - An area of the site where sufficient, safe and reasonable access is available to allow inspection within the scope of the inspection.

**ACCESS HOLE** - Access hole An opening in flooring or ceiling or other part of a structure to allow for entry to carry out an inspection.

**AGG LINE** - A perforated pipe (usually covered with a geo-textile fabric) laid behind retaining walls and other areas to catch seeping stormwater.

**APPEARANCE DEFECT** - Fault or deviation from the intended appearance of a building element.

**ARCHITRAVE** - moulding surrounding a door or window opening to cover the join between the frame and the wall finish.

**BALUSTRADE** - A series of vertical members supporting a handrail of a stair, landing, platform or bridge.

**BEARER** - A sub-floor structural timber member which supports the floor joists.

**BRICK VENEER** - A method of construction in which a single leaf of non-load bearing wall of brickwork is tied to a timber or metal framed load bearing structure to form the external enclosure.

**BUILDING ELEMENT** - Portion of a building that, by itself or in combination with other such parts, fulfills a characteristic function.

**CEMENT** - A finely ground inorganic powder that, mixed with water, binds an aggregate / sand mixture into a hard concrete or mortar within a few days.

**CLIENT** - The person or other entity for whom the inspection is being carried out.

**CONCRETE** - A conglomerated artificial stone made by mixing in specified proportions cement, water and aggregates and pouring the mixture into prepared forms to set and harden.

**CORNICE** - A moulding placed at the junction between a wall and ceiling.

**DAMP- PROOF COURSE (DPC)** - A continuous layer of an impervious material placed in a masonry wall or between a floor and wall to prevent the upward or downward migration of moisture.

**DEFECT** - Fault or deviation from the intended condition of a material, assembly or component.

**DEFLECTION** - Has a wavy appearance, causes the feeling of going up or down to these areas stated, lips in concrete surfaces at their joints.

**EAVES** - The lower part of a roof that overhangs the walls.

**FASCIA** - A metal profile, which is fixed to the lower ends of rafters and usually supports the guttering.

**FOOTING** - That part of a construction designed to transfer loads to the supporting foundation, usually constructed of reinforced concrete to support base brickwork.

**FOUNDATION** - The natural or built-up formation of soil, sub-soil or rock upon which a building or structure is supported.

**FOUNDATION DOOR ENTRY** - The door or cover access point into a dwellings sub floor area.

**GABLE** - The vertical triangular end of a building with a pitched roof, between the rafters from eaves level to the apex (ridge). It may be formed in brickwork or timber framed and clad with weatherboards.

**GAUGE** - An indicating device usually in brickwork setting out the number of bricks to a certain measurement. E.g. 7 brick courses per 600mm in height. This gauge is adjusted to suit the brick and the site conditions.

**GOING** - In a stair the horizontal distance from the face of one riser to that of the next.

**HANGING BEAM** - A beam above the ceiling used to support ceiling joists.

**HEAD** - The upper horizontal member at the top of an opening or frame.

**HEADER** - A brick laid with its greatest dimension across a wall usually used to tie two skins together or under a door sill or window.

**HEARTH** - The floor of a fireplace and immediately adjacent area.

**HINDERED ACCESS** - The inability to access this area stated in this report.

**HIP ROOF** - A roof which is pyramidal in shape with sloping surfaces and level edges all round.

**INSPECTION** - Close and careful scrutiny of a building carried out without dismantling, in order to arrive at a reliable conclusion as to the condition of the building.

**INSPECTOR** - Person of organisation responsible for carrying out the inspection.

**JOIST** - A timber or steel beam supported by a bearer which the flooring is fixed directly to.

**LIMITATION** - Any factor that prevents full or proper inspection of the building.

**LINTEL** - A horizontal supporting member spanning over a window or door opening. A "gal-lintel" is a steel lintel used to support brickwork over an opening.

**MANHOLE ENTRY** - The entry into the roof loft area by the removal of a ceiling cover or an internal wall doorway.

**MAJOR DEFECT** - A defect of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property.

**MINOR DEFECT** - A defect other than a major defect.

**MORTAR** - A mixing of bush sand (white or yellow), cement (grey or off-white) and water for brickwork. Usually at the rate of 6 part sand to one part cement (by volume) and if required one part lime. Can have a flush, raked or round finish.

**NEWEL POST** - A post at the top or bottom of a stair flight to support the handrail and/or winders in the stair treads.

**PARAPET** - A low wall to protect the edge of a roof, balcony or terrace. Many shops have a parapet at the front of the building for signage.

**PARTICLE BOARD** - A flat floor sheeting of good dimensional stability made from wood flakes and synthetic resin / binder under heat and pressure. Can be produced with decorative elements for joinery work.

**PELMET** - A built-in head to a window to conceal the curtain rod or to a sliding door to conceal the tracks. Usually made of wood.

**PERP** - A vertical joint in masonry construction.

**PITCH ROOF** - The ratio of the height to span, usually measured in degrees.

**POINTING** - The completion of jointing between ridge or hip tiles with a matching colour after bedding of tiles or troweling of mortar into joints after bricks have been laid to touch up.

**QUAD MOULDING** - A moulding with a cross-section of a quadrant of a circle used to cover joints often in eaves or at junctions of walls and/or ceilings.

**RAFTER** - A sloping member in a roof providing the principal structural support for the roofing material.

**RAFTER (COMMON)** - A rafter spanning the full distance from the eaves to the ridge.

**RAFTER (HIP)** - A rafter forming the hip at the external line of intersection of two roof surfaces. Jack rafters meet against it.

**RAFTER (JACK)** - A rafter between a ridge and a valley or a hip rafter and the eave.

**RAKED JOINT** - A brick joint raked out by the bricklayer for a key for plaster or as a decorative finish.

**RENDER** - The covering of a brick wall with one or more coats of cement mortar consisting of Sydney Sand, cement and plasterers clay.

**RIDGE** - The highest part (apex) of a roof, which is usually a horizontal line.

**RISER** - The vertical face of a step in a stair flight.

**SERVICEABILITY DEFECT** - Fault or deviation from the intended serviceability performance of a building element.

**SEPARATION** - Gapping formed between the two surfaces stated.

**SIGNIFICANT ITEM** - An item that is to be reported in accordance with the scope of the inspection.

**SKEW NAILING** - The driving of nails at an oblique angle often in different directions to improve the strength of a joint of fixing.

**SKIRTING** - A wooden board fixed to the bottom of a wall at the junction of the floor to prevent damage to the wall or to conceal small gaps.

**SLIP JOINT** - A joint designed to allow movement between two members usually in the form of two layers of sheet metal with grease installed on top of a brick wall prior to installation of a concrete slab.

**SOFFIT/EAVES** - The underside of a slab or an eave.

**SOLDIER COURSE** - A course of brickwork laid on its end.

**SPROCKET** - A framing timber used in eaves construction.

**STRETCHER BOND** - The most common masonry bond in Australia in which all bricks are laid with half overlaps and not using half bricks or cross bonds.

**STRUCTURAL ELEMENT** - Physically distinguishable part of a structure: NOTE: For example a wall, column, beam or connection points.

**TERRAZZO** - A material consisting of irregular marble or stone fragments set in a matrix of cement and mechanically abraded and polished after casting to produce a smooth hard surface.

**THRESHOLD** - The step or sill at an external door of usually timber tile or brickwork.

**TOUGHENED GLASS** - Glass made by rapidly cooling the glass to make it shatter into small pieces when broken for safety, It usually cannot be cut and needs to be made to order to size. It is unlike laminated glass which is made from layers of glass with silicon between to crack only when broken for safety and can easily be cut on site.

**UNDERPINNING** - The construction of new footings or concrete piers under an existing footing to prevent its collapse or failure.

**VALLEY** - The meeting line of two inclined roof surfaces at a re-entrant angle.

**VALLEY SERIES TRUSSES** - A series of timber roof Trusses that form the valley within a hip roof construction.

**WEEP HOLES** - Vertical joints or perpend in brickwork left open above the flashing line to allow water from behind the wall to escape.

**PLUMBING AND DRAINAGE TERMS** (hjr007)

**ABSORPTION TRENCH** - A trench, pit or well excavated from permeable ground filled with broken stone, bricks or large granular materials and covered with earth to dispose of the discharge from a septic tank, sullage system or stormwater by absorption into the ground. **GULLY TRAP (GT)** - An assembly in a sanitary drainage system, consisting of a trap and other fittings. Also called **GULLY**.

**JUNCTION (PIPE)** - A pipe fitting incorporating one or more branched.

**MANHOLE** - A large chamber or opening on a drain, sewer or equipment to permit access for inspection, testing or clearance if obstruction.

**STACK** - A vertical sanitary drainage pipe, including offsets, which extends more than one story in height.

**SULLAGE** - Domestic waste water other than from soil fixtures.

**SUMP** - A pit at or below the lowest point of a structure to collect unwanted water and facilitate its removal, usually by means of a **SUMP PUMP**. Also called **DRAIN PIT**.

**TRAP** - a) A fitting usually in the shape of the letter P or S which retains water to form a "water seal" so as to prevent the passage of gases or foul air into the building. b) A fitting for the interception of silt, acids, grease, oils or fats.

**BOUNDARY TRAP** - A trap in the property service drain, usually near the boundary of a property and below the lowest inlet, to prevent the entry of air or gases from the sewer into property service drain. Also called **INTERCEPTOR TRAP**.

**GREASE TRAP** - A device in the shape of a box with baffle plates to slow the flow of liquid waste and prevent the passage of greasy substance into the drainage system. Also called **GREASE INTERCEPTOR TRAP**.

**P-TRAP** - A trap in which the inlet leg is vertical and the outlet leg inclined below the horizontal to specified limits, with or without inspection opening at the lowest point.

**S-TRAP** - A trap in which the outlet leg is vertical and parallel with the inlet leg, with or without inspection opening at the lowest point.

**SILT TRAP** - A trap containing a removable container for the collection of silt, sand or grit.

**VALVE** - A device for the control of liquid or gas flow, having an aperture which can be wholly or partially closed by a plate, disc, door, gate, piston, plug ball or the flexing of a diaphragm.

**FLOAT VALVE** - A valve actuated by a float (floating ball) to control the flow of liquid, used in tanks or cisterns to maintain a minimum water level. Also referred to as **FLOATING BALL VALVE**.

**FLUSH VALVE** - A control device for water flow at mains pressure to a WC pan; used instead of a cistern.

**MIXING VALVE** - A valve which is designed to mix separate supplies of hot and cold water and direct the maximum.

**PRESSURE REDUCING VALVE** - A valve designed to reduce or limit the pressure of a fluid to a predetermined value in the downstream side. Also called **PRESSURE LIMITING VALVE**.

**PRESSURE RELIEF VALVE** - A spring-loaded or weight-controlled automatic valve to limit the build-up of pressure in pipe work, fittings or vessels by discharging excessive pressure to the atmosphere.

**STOP VALVE** - A valve, such as a gate valve, which can be operated to stop flow in a pipeline. Also known as **ISOLATING VALVE**.

**TEMPERATURE RELIEF** - A temperature activated valve to relieve excess pressure in water heaters in the event of a thermostat failure and overheating.

**VENT (VENT PIPE)** - A pipe provided to limit pressure fluctuations within a discharge pipe system by the induction or discharge of air and/or to facilitate the discharge of gases.

## 6.0 PHOTOGRAPHIC EVIDENCE of FINDINGS TO AREAS INSPECTED:

### Findings of this Inspections Cracking to the External and Internal Building Elements:

Is there cracking to the dwellings Building Elements? **YES / NO** *(Delete what is not applicable)*

**(NOTE: Cracking within the categories below will require a Structural Engineers Inspection for a complete determination on the effects to this dwelling prior to you making a decision to purchase.)**

**(An Engineer is required to Certify for all cracking over category "2")** *(hjr007.7 Write a description here of WHY an Engineer is required to Inspect the Cracking that is visible on this property)*

.....

**Cracking Categories:** Cracking is also categorized into the following 5 categories with a description of typical damage and required repairs:

**0**-Hairline cracking, less than 0.1mm,

**1**-Fine cracks that do not need repair, less than 1.0mm,

**2**-Noticable cracks, yet easily filled 1mm - 5.0mm,

**3**-Cracks that can be repaired and possibly some of the wall sections will need to be replaced. Note weather tightness can be impaired, 5.0mm -15.0mm,

**4**-Extensive repair works required involving breaking out and replacing these sections. Walls can become out of plumb and fall and causes reduced bearing capacity, 15.0mm - 25.0mm.

*(NOTE: the following designated cracking area/s below and page/s need sections filled out and photographs placed in this section on issues of cracking found at the time of your inspection. The index page numbers will need changing if this section goes over onto additional pages.)*

The cracked areas	Photo of crack in report	Approximate width & length of the cracking
To the <u>external</u> brickwork/walls of this as inspected dwelling on .....	NO / YES,  As in the body of this report	<u>Exterior:</u> under ___mm & approximately _____mm to _____metres in length,
To the <u>internal</u> walls and ceilings within ..... as stated within the body of this report, being category "___" as shown in the photographs below		<u>Interior:</u> under ___mm and up to _____mm in length

**PLACE PHOTO'S  
and their DESCRIPTION  
of CRACKING HERE**

## 7.0 THE EXTERIOR OF THE BUILDING:

*(NOTE: the following page/s need photographs placed in this section and descriptions under on any issues relating to the exterior of the property found at the time of your inspection. The index page numbers will need changing if this section goes over onto additional pages.)*

**PLACE PHOTO'S  
and their DESCRIPTION  
of THE EXTERIOR  
Max 3 per page for best results**

**ADDITIONAL COMMENTS:**

*(Delete from this section what is not applicable to this property and or add in answers from the answer sheets)*

**1. Wood decay:** Visible wood decay damage was evident to the dwellings.....

*(List any findings of wood decay here, some examples are as follows :)*

- a. Decking and or balcony railing and post materials,
- b. timbers within the garden areas,
- c. timber paling fences and timber gate/s,
- d. roof timber barge boards,
- e. roof timber fascia boards,
- f. sub-floor, floor framing timbers under the leaking shower areas to the bathroom or ensuite areas as inspected,
- g. some timber trims to the timber windows,
- h. to sections of the timber French doors,
- i. to some pergola timbers,
- j. to some carport timbers,
- k. garage framing and or trimming timbers; *(Delete what is not applicable)*

**2. Chimneys:** Is there a chimney present: **YES / NO** *(Delete what is not applicable)*

- a. **If evident, all flashings, and brick deterioration, any mortar erosion and any lack of support or loss of vertical plumbness may not be visible due to this dwellings height and access restriction. Fireplaces are not tested. This test is outside the scope of this inspection and it is recommended that you have these units fully tested prior to this dwellings purchase.**

**3.** The exterior paint finish was in satisfactory / average / poor condition. *(Delete what is not applicable)*

**4.** Some of the now disconnected downpipes need correct connection into their base stormwater fittings.

**5.** The downpipe brackets are damaged and loose in areas.

**6. Weep holes:**

- a. Are there weep holes to this property: **YES / NO** *(Delete what is not applicable)*
- b. Are the weep holes to this dwelling unobstructed: **YES / NO** *(Delete what is not applicable)*
- c. If the weep holes are unobstructed then immediate rectification works must be carried out to have these weep holes operate as intended.

7. This property has aluminium windows and sliding / bi-fold / French doors, timber windows and doors *(Delete what is not applicable)* and their operation was found to be satisfactory / average / poor *(Delete what is not applicable)* to the units that were not locked at the time of this inspection therefore some units need general adjustment to correct their as intended operation, easing due to excessive paint use, lock repairs and general lubrication.
8. Flyscreens are damaged in areas to doors and windows to this dwelling. *(Delete what is not applicable)*
9. External exposed door locks are deteriorating to some units.
10. The front and rear veranda steps have uneven riser heights and uneven tread widths, this being a safety hazard.
11. **In general: All veranda's, decking, balconies and any internal void area railings, if applicable to this property must be a minimum height of 1.0metre high for compliance with the most recent Australian Standards. *(If under 1.0m this is a safety hazard.)***
12. **External light fittings are in satisfactory / average / poor condition.** *(Delete what is not applicable) (hjr007.2)*
13. **Asbestos findings: N/A or (A full Asbestos ID Report is available for \$.....if applicable)**
14. **Mould findings: N/A or (A full Mould ID Report is available for \$.....if applicable)**
15. **Swimming Pools & Pool Fence Safety: N/A or (A full swimming pool and fence safety Report is available for \$.....if applicable and then only \$.....per annum for a pool fence safety certification)**
16. **INSPECTORS OTHER OBSERVATIONS AT THE TIME OF THIS INSPECTION:** *(Insert*  
*any other items you wish to comment on in general on your exterior findings)*
17. ....
18. ....
19. ....
20. ....
21. ....
22. ....



## 8.0 THE SUB FLOOR OF THE BUILDING:

N/A, as this dwelling is of concrete slab on ground construction.

*(Delete what is not applicable)*

*(NOTE: the following page/s need photographs placed in this section and descriptions under on issues of the sub floor area of the property found at the time of your inspection. The index page numbers will need changing if this section goes over onto additional pages.)*

### PLACE PHOTO'S and their DESCRIPTION of THE SUB FLOOR AREA

#### ADDITIONAL SUB FLOOR AREA ITEMS WE NOTED:

*(Delete what is not applicable)*

1. Ventilation: .....
2. Dampness: .....
3. The sub floor cleanliness: .....
4. Timber formwork: ..... **(Stored timbers within a sub floor area will form a "Conductive" condition to pending and possible termite attack.)**
5. Low lying excavated foundation areas: ..... **(Surface waters must be allowed to flow freely.)**
6. Drainage: .....
7. Hanging cables: .....
8. Water pipes: .....
9. Sewer drainage connections .....
10. Access: .....
11. Bearers & Joists: .....
12. Piers: .....
13. Mortar fretting: .....
14. Ant Capping: ..... **(Inadequate ant-capping must be replaced and installed as required.)**
15. Wood decay damage: .....
16. Plumbing pipes: .....
17. Topography of the area: .....
18. Foundation door: .....
19. This sub floor area appeared to be recently sprayed with some sort of chemical as there was an odour present at the time of this inspection and therefore was not accessed on that basis. It is an industry assumption that all sub floors have chemicals of some description in place as a general pest treatment barrier, unless other available documentation is obtainable *(Delete if not applicable)*

## 9.0 THE ROOF SPACE OF THE BUILDING:

N/A, as this dwelling is of skillion roof construction which is not accessible for inspection.

*(Delete what is not applicable)*

The photos below show the roof loft area at the time of this inspection.

### Access was hindered into this roof loft area by the:

- a. valley series timber truss sections / conventional roof framing structure in areas,
- b. stored goods and boxes,
- c. the low pitch in areas,
- d. the low pitch is eave areas,
- e. the hot water in one section,
- f. the A/C unit and its all directional ducting. *(Delete what is not applicable)*

*(NOTE: the following page/s need photographs placed in this section and descriptions under on issues of the roof loft area of the property found at the time of your inspection. The index page numbers will need changing if this section goes over onto additional pages.)*

## PLACE PHOTO'S and their DESCRIPTION of THE ROOF LOFT AREA

### ADDITIONAL ROOF LOFT ITEMS WE NOTED:

*(Delete what is not applicable)*

1. Sarked: ..... ***(being a silver foil material under the roof tiles.)***
2. Insulation: ..... ***(All types of ceiling insulation installation are to comply with the current Australian Standards AS/NZS3000:2007 in relation to Downlights, Exhaust fans, IXL Heater/Fan Light units and Range Hood units.) Is it complete or partially complete!***
3. Loose cables: ..... ***(NOTE: All cables in a roof loft area should not be subject to damage.)***
4. Sagging or roof elements: .....
5. Visible damage: .....
6. Access: .....
7. Roof leaking: .....

## 10.0 THE ROOF EXTERIOR OF THE BUILDING:

N/A, as this dwelling is of two story construction and due to its height, is not accessible.

*(Delete what is not applicable)*

*(NOTE: the following page/s need photographs placed in this section and descriptions under on issues of the roof exterior area of the property found at the time of your inspection. The index page numbers will need changing if this section goes over onto additional pages.)*

### PLACE PHOTO'S and their DESCRIPTION of THE ROOF EXTERIOR AREA

#### ADDITIONAL ROOF EXTERIOR ITEMS WE NOTED:

*(Delete what is not applicable)*

1. Cracking / Chipping to roof tiles: .....
2. Bedding & Pointing.....
3. Gutters & valley gutters: .....
4. Gutter rusting: .....
5. Bird proofing: .....
6. Gutters & downpipes leaking: .....
7. Metal deck skillion roofing: .....
8. The roof flashings: .....
9. Roof tiles condition: .....
10. Chimneys condition (if applicable): .....
11. Loose or damaged TV aerial mast and or connections: .....
12. This roof exterior was not accessed due to being unsafe as the roof was over 3.6metres in height above the ground level, however it may be essential that this roof exterior be completely inspected once it is safe to do so.
13. The eave lining timber storm moulds: ..... ***(Gapping is an indication of possible settlement to this nominated area of the dwelling, therefore check the drainage of surface waters is adequate at these gapping points.)***

## 11.0 THE BUILDINGS SITE:

### **FURTHER SITE FINDINGS**

*(Delete what is not applicable)*

1. Foundation materials appear to be a clay / rock / sandy soil foundation. *(Delete what is not applicable)*
2. Steps: .....
3. Trees: ..... ***(Trees can cause issues to a dwellings foundations of they are within 3.0m of the dwellings exterior.)***
4. Site drainage: .....
5. The driveway: .....
6. Paths & paved areas: .....
7. Recycled Water / Tank Water / Grey Water / Town Water area.
8. Fences: .....
9. Gates: .....
10. Hot Water unit: ..... **A clear hose should be fitted to the overflow pipe and redirected into an appropriate drainage inlet point, (A LICENSED PLUMBER SHOULD BE CONSULTED FOR FURTHER ADVICE, IF REQUIRED. The age of the existing unit is unknown.) (NOTE: we do not test the pressure relief valves on freestanding hot water units as this valve may break, seize or leak due to lack of testing over a period of time by the owners of properties.)**
11. A/C unit/s: .....
12. Sites topography: .....
13. **NOTE: Any timbers that are in direct ground contact being in garden areas or the pergola, the awning, the carport or related item should be removed or relocated or treated unless evidence is provided that these timbers are of a treated or specific type suitable for its as applied application.**
14. Properties retaining walls are built out of:
  - a. brick, blocks, timber logs, *(Delete what is not applicable)*

These retaining walls are: **(NOTE: Any retaining walls over 700mm high will require inspection and certification from a Structural Engineer)**

- a. out of plumb, wood decay damaged, cracked, collapsing, poorly constructed. *(Delete what is not applicable)*

*(NOTE: the following page/s need photographs placed in this section and descriptions under on issues of the site, safety items and step issues of the property found at the time of your inspection. The index page numbers will need changing if this section goes over onto additional pages.)*

**PLACE PHOTO'S  
and their DESCRIPTION  
of THE SITE AREA, SAFETY AND  
STEP ISSUES HERE**

## GENERAL SITE NOTES & OTHER AUSTRALIAN STANDARD

### AS2870 REQUIREMENTS TO APPLY: (hjr007.9)

**Stormwater Drainage & Surface Drainage:** All of this properties existing stormwater drainage and connection points and any if applicable surface drainage and or grated inlet drainage points around this dwelling, are to be checked and kept unobstructed and unblocked at all times. We recommend additional or new larger and improved surface inlet and diversion drainage be put into place, if not evident to any low lying or moss effected ground surface areas. For dwellings without visible diversion drainage this drainage must be put into place to prevent further foundation movement to this dwelling and possible destabilisation in the future, or proof by certification is to be provided that an adequate drainage system actually exists on and within this property. It is essential to prevent surface waters from entering the sub floor area of timber floored dwellings to prevent rising damp from causing peaking and cupping to the timber flooring materials. This drainage gives best results once fitted on the high side elevations of this as inspected dwelling or building. *(I refer to AS2870 for compliant instructions if required.)*

**Pitched Roofs:** Any pitched roofs with valley gutters and any Dutch gables we recommend that Compraband Press-tite flashings or similar be fitted between the valley gutters and the underside of the roof tiles to prevent future leaking at these points. Valley gutters must be sealed to their top ends to prevent bird or vermin entry into the roof loft area at these points. This flashing can also be required when excessive leaf and or bird entry is clearly visible and is evident within a dwellings roof loft area. High wind areas must have these flashings fitted as high levels of leaf entry into a roof void area can be a fire hazard. *(If leaves are found in a roof loft they must be removed.)*

**Concrete Paths & Driveways:** Any concrete paths, concrete slabs or concrete driveways that have been placed directly against any of the dwellings downpipes and or their stormwater drainage points may cause downpipe and stormwater connection slippage over time due to shrinkage within the dwellings foundations. Therefore it is essential these areas be monitored regularly to prevent stormwater leaking and foundation point saturation from occurring. *(In normal building practise there must be expansion jointing material placed around the downpipe or stormwater drainage areas before the concrete areas are poured.)*

**Stored Goods:** Any stored goods including building materials like bricks, fire wood stacks etc, around the perimeter of a dwelling are to be removed immediately as they could be harbouring timber pests. See Pest Report for further details. *(In the event no Pest Report is being carried out then you must remove these stored goods immediately.)* Stored goods within a sub floor area will hinder our inspection and not allow a Purchaser to make an informed decision whether they purchase this property.

**Retaining Walls:** Referring to retaining walls that are supporting other structures within their vicinity and landscaped retaining walls, more than 700mm high. Where a major defect is identified in any retaining wall regardless of height it is essential that a Structural Engineers Inspection and Report be obtained in relation to the structural integrity of such retaining wall structure. *(This report is NOT a structural report and should not be deemed as such under any circumstances.)*

**Weep Holes:** Relating to concrete slab properties and also multi-level properties of brick construction. All of the weep holes are to be left completely exposed, unobstructed and clean at all times. They must be BCA code and Australian Standard compliant in relation to the time as to when the building was first built. Blocked, missing and obscured weep holes can and will cause further dampness problems within the building's interior and within the wall cavity areas. This also includes wall areas above windows and doors are to be BCA code compliant. In recent years weep holes are required to be put into place to the underside of window sills to all windows over .900mm in width and be no more than at 1.2metre centres.

**12.0 THE INTERIOR OF THE BUILDING & INVASIVE INSPECTION REQUIREMENTS:**

*(NOTE: the following page/s need photographs placed in this section and descriptions under on issues of the interior issues of the property found at the time of your inspection. The index page numbers will need changing if this section goes over onto additional pages.)*

**PLACE PHOTO'S  
and their DESCRIPTION  
of THE INTERIOR HERE**

## **ADDITIONAL INTERIOR RECOMMENDATIONS & ISSUES FOUND AT THIS INSPECTION:**

1. Painting: The internal painting is in Satisfactory / Average / Poor condition, ***(Any other associated marks, indents, holes, scratches, cracks and/or poorly patched areas to some of the wall and ceiling areas internally can be rectified prior to the next time of repainting.)***
2. ***(The tops and bottoms of all wet area and external doors must be sealed or painted as per all manufacturers' installation finishing requirements.)***
3. Taps: Taps will need new washers and spindles fitted in the near future,
4. Ventilation: The wet area (bathrooms, WC, Laundry) ventilation appears inadequate / adequate and rectification is required,
5. Door stops: ..... ***(To prevent wall and or door lock damage.)***
6. **NOTE:** Cornice joint cracking and cornice separation may be visible in some of the room areas. This is only minor and is normally common settlement only, unless otherwise stated in the body of this report.
7. **NOTE:** When "OK" appears in this inspection report, this term means there is no visible defects evident to that room or area as stated at the time of this inspection.
8. **NOTE:** A dwellings A/C units are not tested at the time of this visual pre-purchase inspection. We recommend the unit if evident to this property be serviced annually and its return air filters be cleaned on a regular basis as per the manufacturer's specifications.
9. **NOTE:** Handrails are required were a person has the potential to fall (1.0) one metre or more.
10. External door locks: ...
11. Floor movement: ....
12. Floor undulation: ....
13. Ceiling undulation: ....
14. Wall and ceiling cracking: .... *(Refer to the Cracking section of this report)*
15. Floor tiles: ....
16. Wall tiles: ....
17. Carpets and other floor coverings: ....
18. Wall render finish is cracked and drummy in areas being common for this dwellings age.....
19. Window & door blinds: .....
20. The internal steps and railing: .....
21. **AS 3786 – Advises, that Smoke detectors are required for all buildings where people sleep. It is recommended that an Electrician be consulted to seek advice on these detectors. Smoke detectors must be ceiling mounted and not wall mounted.**



**INTERIOR DESCRIPTION OF EACH ROOM WITHIN THE BUILDING:**

*(delete the entire room and or what is not applicable)*

**Bottom Floor** (if applicable)

**Floor movement:** Floor movement, if evident can be rectified at the next time of recarpeting or can be rectified by carrying out works within the properties sub floor areas.

**TRIPLE/DOUBLE/SINGLE GARAGE:**

Access:

Slab finish:

Auto garage doors and operation:

Walls:

Ceilings:

Windows:

Doors:

Steps:

Railing:

Cupboards:

Shelving:

**ENTRY/FOYER/HALLWAY/STAIRWELL:**

Access:

Floor:

Walls:

Ceilings:

Windows:

Doors:

Steps:

Railing:

Cupboards:

**HALLWAY:**

Access:

Floor:

Walls:

Ceilings:

Windows:

Doors:

Linen Cupboards:

**STUDY:**

Access:

Floor:

Walls:

Ceilings:

Windows:

Doors:

Cupboards:

Shelving:

**GUEST BEDROOM:**

Access:

Floor:

Walls:

Ceilings:

Windows:

Doors:

Robe/Cupboards:

**LIVING:**

Access:

Floor:

Walls:

Ceilings:

Windows:

Doors:

Cupboards:

**DINING:**

Access:

Floor:

Walls:

Ceilings:

Windows:

Doors:

Cupboards:

**SITTING ROOM:**

Access:

Floor:

Walls:

Ceilings:

Windows:

Doors:

Cupboards:

**RUMPUS ROOM:**

Access:

Floor:

Walls:

Ceilings:

Windows:

Doors:

Cupboards:

Shelving:

**WC/POWDER ROOM:**

Access:

Floor tiles:

Wall tiles:

Walls:

Ceilings:

Windows:

Doors:

Cupboards:

Vanity:

Taps:

PC items: .... (*Mirror, WC roll holder, Towel ring etc*)

**KITCHEN/PANTRY:**

Access:

Cupboards:

Sink:

Taps:

PC Appliances: .... *(Dishwashers, Range Hoods, Ovens, Hot Plates & Microwave units are not tested in a visual pre purchase inspection as this is out of our area of expertise)*

Bench tops:

Tiled/Glass splashback:

Pantry:

Shelving:

Floor tiles:

Floor:

Walls:

Ceilings:

Windows:

Doors:

**FAMILY/MEALS ROOM:**

Access:

Floor:

Walls:

Ceilings:

Windows:

Doors:

Cupboards:

**LAUNDRY/WC:**

Access:

Floor & Wall tiles:

Walls:

Ceilings:

Windows:

Doors:

Cupboards:

Tubs:

Taps:

WC suite:

PC items: .... (*WC roll holder, Towel ring etc*)

**WC/SHOWER:**

Access:

Floor & Wall tiles:

Walls:

Ceilings:

Windows:

Doors:

Shower leaking: YES/NO Shower leak was visibly evident at the time of this inspection and we recommend the shower base be resealed by a qualified and licensed tradesperson and a warranty must be sought,

Due to the leaking shower some of the door timbers are dampness affected at their base caused by the leaking shower,

**The shower tap flanges should be sealed and then must be re-sealed annually to the wall tile surface for the prevention of internal wall damage,**

Cupboards:

Vanity:

Taps:

PC items: .... (*Mirror, WC roll holder, Towel ring, Towel rail, Soap dish etc*)

Shower screen:

Shower rose:

**Top Floor** (if applicable)

**Floor movement: Floor movement, if evident can be rectified the next time of recarpeting.**

**STAIRWELL:**

Access:

Floor:

Walls:

Ceilings:

Windows:

Cupboards:

Steps:

Railing:

Balustrade:

**SITTING ROOM:**

Access:

Floor:

Walls:

Ceilings:

Windows:

Doors:

Cupboards:

**HALLWAY:**

Access:

Floor:

Walls:

Ceilings:

Windows:

Doors:

Linen Cupboards:

**WC/SHOWER:**

Access:

Floor tiles:

Wall tiles:

Walls:

Ceilings:

Windows:

Doors:

Shower leaking: YES/NO Shower leak was visibly evident at the time of this inspection and we recommend the shower base be resealed by a qualified and licensed tradesperson and a warranty must be sought,

Due to the leaking shower some of the door timbers are dampness affected at their base caused by the leaking shower,

**The shower tap flanges should be sealed and then must be re-sealed annually to the wall tile surface for the prevention of internal wall damage,**

Cupboards:

Vanity:

Taps:

Bath:

Spa:

PC items: .... (*Mirror, WC roll holder, Towel ring, Towel rail, Soap dish etc*)

Shower screen:

Shower rose:



**BATHROOM:**

Access:

Floor tiles:

Wall tiles:

Walls:

Ceilings:

Windows:

Doors:

Shower leaking: YES/NO Shower leak was visibly evident at the time of this inspection and we recommend the shower base be resealed by a qualified and licensed tradesperson and a warranty must be sought,

Due to the leaking shower some of the door timbers are dampness affected at their base caused by the leaking shower,

**The shower tap flanges should be sealed and then must be re-sealed annually to the wall tile surface for the prevention of internal wall damage,**

Cupboards:

Vanity:

Taps:

Bath:

Spa:

PC items: .... (*Mirror, WC roll holder, Towel ring, Towel rail, Soap dish etc*)

Shower screen:

Shower rose:

**1<sup>ST</sup> BEDROOM/ROBE:**

Access:

Floor:

Walls:

Ceilings:

Windows:

Doors:

Robe Cupboards:

**ENSUITE:**

Access:

Floor tiles:

Wall tiles:

Walls:

Ceilings:

Windows:

Doors:

Shower leaking: YES/NO Shower leak was visibly evident at the time of this inspection and we recommend the shower base be resealed by a qualified and licensed tradesperson and a warranty must be sought,

Due to the leaking shower some of the door timbers are dampness affected at their base caused by the leaking shower,

**The shower tap flanges should be sealed and then must be re-sealed annually to the wall tile surface for the prevention of internal wall damage,**

Cupboards:

Vanity:

Taps:

Bath:

Spa:

PC items: .... (*Mirror, WC roll holder, Towel ring, Towel rail, Soap dish etc*)

Shower screen:

Shower rose:

**2<sup>ND</sup> BEDROOM/ROBE:**

Access:

Floor:

Walls:

Ceilings:

Windows:

Doors:

Robe Cupboards:

**3<sup>RD</sup> BEDROOM/ROBE:**

Access:

Floor:

Walls:

Ceilings:

Windows:

Doors:

Robe Cupboards:

**4<sup>TH</sup> BEDROOM/ROBE:**

Access:

Floor:

Walls:

Ceilings:

Windows:

Doors:

Robe Cupboards:

**5<sup>TH</sup> BEDROOM/ROBE:**

Access:

Floor:

Walls:

Ceilings:

Windows:

Doors:

Robe Cupboards:

**NOTE: INVASIVE INSPECTION REQUIREMENTS:**

Is an Invasive Inspection required to this property: **YES / NO?**

If **YES**, then you the Purchaser must not sign anything until this further Inspection has been carried out.

Written instructions must be obtained from the Vendor, Owner and or the Successor of this property prior to these Invasive Works being carried out.

An Invasive Inspection is an insidious type of inspection where either a Bore-Scope tool is used or wall and or ceiling linings are removed to allow clear visual access to the areas required and or agreed to.

The written instructions once received, will be answered by having a detailed quotation provided outlining the purpose and scope of works that will be conducted on this property. If the intended Invasive works are over (\$20,000-00, subject to state by state requirements) then Home Warranty Insurance must be provided by the building contractor engaged. All Invasive works must be carried out by appropriately licensed tradespeople. (hjr007)

## Other Inspections, Certificates & Warranties or Reports Required:

It is Essential that these Inspections and/or Reports be obtained prior to any decision to purchase so the purchaser can be well equipped to make an informed decision. (hjr007)

Timber PPI Pest Inspection	Full Electrical, Safety Switching, PC and Fittings Inspection, Certificate of Compliance	Full Plumbing, Gas, Stormwater & Sewer Drainage Inspection, Certificate of Compliance
Smoke Alarm Certification	PC Appliances, Ducted Vacuum systems & Hot Water unit/s Inspection	Air Conditioning unit/s Inspection as to its operation and temperature controlling
Termite Treatment Type, its area of application, its Warranty and certification	Council Approvals to be sought for the additions and or alterations visible within this property	<a href="#">Asbestos Identification &amp; Inspection</a>
<b>Full STRATA Unit Inspection and Documentation Search</b>	Engineers Inspection to be sought for Structural Steel beams and properties retaining walls	Stormwater / Hydraulic Inspection
Home Owners Warranty Insurance Certificate as to the recent works carried out to this property	Wet area Flashing and Waterproofing Certification	<b>Strata Fire Services Inspection</b>
<a href="#">Complete Swimming Pool Inspection for the Filtering system operation, Solar Heating operation, Safety issues, integrity and safety of the Pool Fencing, gate operation and the pools Structural Integrity</a>	<a href="#">Mould Identification Inspection</a>	Septic Tank Inspection in relation to its operation
Property Valuation	Final Survey	Occupation Certificate, or similar
Sewer Diagram	Is an Invasive Inspection Essential to this property, YES or NO;	Full Documentation of any renovation history having been carried out on this property
Disclosure of the Owner Builder works that may have been carried out on this property	Solar Panels and their connections certification	<b>Magnasite Inspection and assessment by an Accredited entity</b>
<i>(Delete what is not applicable hjr007.4)</i>	<i>Delete Strata if N/A</i>	

## 13.0 TERMS & CONDITIONS:

### Information Regarding the Scope & Limitations of our Inspection and Report

1. **THIS IS A VISUAL INSPECTION ONLY:** Limited to those areas and sections of the property that is fully accessible and visual on the date of this property Inspection. (At the time of the inspection.)

---

2. This Report does not make comment on area that may or are concealed. This report is an assessment or detection of any defects, (including rising damp and any leaks) which may be due to certain weather conditions. Whether or not services have been used (eg. *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. Any Gas fittings. Common property areas. Local or near noise levels. Any health and safety issues. Any security concerns. Fire protection. Any detection of illegal building or plumbing of electrical works. We do not comment and any arrears out of our area of expertise.
3. If an Issue or pending dispute or a claim arises out of this inspection and report then each party must give written notice to each of the parties within 28 days. Disputes will then be handled by an independent nominated mediator or arbitrator. Each party will pay their own costs. Housesafe are available for such Mediation and Arbitration if and when required at a small cost to the parties.
4. Verbal estimates if given are only opinions of costs of rectification. The knowledge, calculations and experience of the inspector are calculation only of possible costs that may be required. We accept no liability for any estimates provided throughout our inspection and report. It is essential you obtain independent prices from other qualified tradespeople for the works, if and when required. (hjr007.6)
5. This inspected properties site classification can be confirmed with your local Council or by obtaining a Geotechnical Engineers Inspection and Report. In addition the CSIRO has a brochure available from your local Council in reference to foundation maintenance.
6. We are in no way connected or associated with any of the intended negotiations between the Purchaser, the Real Estate Agent, the Bank, the Lender or the Vendor. The sale of this inspected property is the sole responsibility of the selling Agent or the Vendor and we do not become entangled in such negotiations, under any circumstances.
7. **Conclusion & Warning:** (Delete what is not applicable)

**HIGH** (Needs immediate rectification) **TYPICAL** (Rectification works is required) **LOW** (Minor rectification is required.)

The purpose of this inspection is to provide advice to the Client regarding the condition of the property at the time of the inspection. This inspection comprised a visual assessment only of the property to identify any defects and to form an opinion regarding the condition of the property at the time of the inspection.

The incidence of any form of Defects within this Building in comparison to the average condition of similar buildings of approximately the same age that have been reasonably well maintained is considered:

**Warning: "HIGH / TYPICAL / LOW"** (Delete here what is not applicable, is it high, typical or low)

8. In the case of **Strata** or **Company Title** properties, like Town Houses, Units and Villa Units the inspection is limited to the interior and immediate exterior of the particular unit being inspected. The unit's exterior above ground floor level is not inspected and can only be inspected from its balcony areas. The inspection of other common property areas would be the subject a full STRATA Inspection and Documentation Search and inspection on this Unit and Complex. If this inspection relates to the above, then the immediate exterior of the Unit or Villa specified is the only part of the exterior inspected.
9. **Trees:** Where trees are too close to the dwelling house, then this could affect the performance of the dwellings footings as the moisture levels change within the ground. A Geotechnical Engineer's Inspection can determine the foundation material and advice on the best course of action with regards to the trees. Council approval is required for the removal of trees.
10. **Septic Tanks:** It is our opinion that this item, if applicable to this site should be inspected by a Licensed Plumber. Septic Tanks and their operation are out of our area of expertise.
11. **Swimming Pools:** Swimming Pools and Spas are not part of the Standard Visual Building Report under AS4349.1-2007 and are not covered by this Report unless we show in our opinion some assumed items of concern. It is essential a pool inspection expert and report be consulted to examine the pool and the pools equipment and its plumbing as well as the requirements to meet the standard for pool fencing. Failure to conduct this inspection and put into place the necessary recommendations could result in finds for non-compliance under the current legislation. CPR charts can be obtained from your local Council. The Swimming Pool Fencing codes can also be obtained from your local Council. Swimming Pool fencing safety inspection should be carried out annually.
12. **DISCLAIMER 1:** No Liability shall be accepted on an account of failure within the Report to notify any problems in the areas of the subject property physically inaccessible for inspection or if access for inspection is denied by or to the Inspector.
13. **DISCLAIMER 2: DISCLAIMER OF LIABILITY TO ANY THIRD PARTIES:** We will not be liable for any loss, damage, cost or expense, whatsoever, suffered or incurred by any person other than you in connection with the use of this Inspection Report. The only Person to whom we may be liable and to whom losses arising in contract or tort sustained may be payable by us, is the Client named on the face page of this report.
14. **COMPLAINTS PROCEDURE:** In the event of any dispute or claim arising out of, or relating to the Inspection or the Report, YOU must notify the inspector as soon as possible of the dispute or claim by email, fax or mail. You must allow 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 eight (28) days of your receipt of our written response refer the matter to a Mediator nominated by us. The cost of this Mediation will be borne equally by both parties or as agreed as part of the mediated settlement. Housesafe have a team of mediators to assist both Consumers and Inspectors as and when required. *"Best to talk about the alleged situation in the first instance and to document any agreements formulated and or disagreed to"*
- a/ The decision of the Mediator will be final and binding on both parties. Should the Mediator, order either party to pay any settlement amount or costs to the other party; but not specify a time for payment, then such payment shall be made within twenty eight (28) days of the order. Any legal representation costs are borne equally by both parties should the need arise.

## 14.0 REFERENCE TO "CONTACTING THE INSPECTOR"

Please contact the Inspector below who carried out this inspection.

At times it is difficult to explain situations and access difficulties to what is and isn't inspected.

Any building matters of importance that need a further understanding by the client you should contact the inspector and have any misunderstood or other matters explained to you.

For a complete clarification then contact the inspector prior to purchase of this property.

Additional fees will apply if required to provide further written information from the Inspector.

The Inspector will only answer questions relating to this inspected property report and no other questions will be entered into in relation to the dwellings future structural ability or whether to purchase it.

This inspection and report is based on the expertise, accreditation and qualification of the Inspector written below.

\_\_\_\_\_ Ph: \_\_\_\_\_

*(Enter Inspectors name and contact number) (hjr007)*

## 15.0 ACKNOWLEDGEMENT OF THIS REPORT

I confirm I have read this Inspection Report and agree to call, Text, SMS or email the Inspector to advise him/her I have done so.

I also acknowledge that if I do not contact the Inspector, then the Inspector will contact me to ensure I have read and understand this report. The Inspector may answer any questions pertaining to the property associated to this report.

*(Hjr007-3/2012)*

*Place Photo here of the Inspector*

Signed for & on behalf of:

\_\_\_\_\_  
*(Enter inspector's signature and Company/Inspectors name here)*

**I am an accredited and Licensed Housesafe Pre Purchase Property Inspector.**

**Licensed by Housesafe Lic No: HS / .....**



*[End of report]*

*[End of section 2]*



ACCLAMATION 2:THE PROPERTY BUYERS TALE

I WANT TO BUY A HOME, A HOME TO CALL MY OWN

A HOME FOR MY FAMILY, MY MUM AND MY DAD IN  
THEIR OLDER YEARS

CHILDREN WILL BE BORN AND PICTURES  
SCATTERED

SLEEPING IN WARM BEDS, THE SMELL OF HOME  
COOKING IN OUR HEADS

MEMORIES OF GROWING YEARS, REMEMBERING  
ALL THE TEARS AND EMOTIONS WHEN WE FOUND  
TERMITES BANGING IN OUR EARS

THE INSPECTOR HAD MISSED AND YES, MADE A  
BLUNDER

EVER WONDER WHAT WOULD BE IF WE HAD USED A  
HOUSES SAFE INSPECTOR!



This page is left intentionally blank

### 3. Pest; HS-PPIP-2012

#### Pre-Acquisition Pest Inspections



#### 3.1 RANGE OF THIS INSPECTION:

3.2 NOTE: HS-Inspect-2012: Criteria that show the minimum required to inspect a residential property and the developing of the report.

3.3 An accredited inspector is deemed a properly qualified inspector to provide quality guidance to their client in relation to any features of the dwelling inspected.

3.4 A pre-acquisition building inspection of all Australian residential buildings is detailed in by HS-PPIB-2012, however this criteria show general directions and each property inspector is to ensure they meet each area of legislation and other laws and by-laws applicable to this type of property inspection.

3.5 A pre-acquisition (timber pest) inspection of all Australian residential buildings is detailed in HS-PPIP-2012. Some Australian states may have different requirements and legislations, however this criteria show general directions and each property inspector is to ensure they meet each area of legislation and other laws and by-laws applicable to this type of property inspection.

3.6 This criterion will also apply for special purpose property inspections other than the familiar pre-acquisition inspections.

3.7 This is the minimum criteria required for non-invasive pest inspections of buildings for the activity and presence of timber pests and for the preparation of the Pre-Acquisition Pest Inspection Report.

3.8 An inspection of this type must be carried out by a qualified Pest Inspector holding relevant Accreditation and Qualifications.

3.9 This Inspection includes very limited requirements for an invasive inspection and does not include breaking apart building elements to access unless written authorisation is given by the homeowner/s.

- 3.10 Section 1 of this Criteria Booklet, “The Housesafe Way” sets out the minimum requirements for building inspections.
- 3.11 **NOTE:** State Legislation is to include any potential requirements beyond these written Criteria.
- 3.12 The true basis of this document’s criteria is one of non-invasive and visual inspection only which is accompanied by the sounding of building elements and any further assessment of moisture within such elements.
- 3.13 The Inspector is to use tools of a non-marking and a non-destructive nature.
- 3.14 The Pest Inspector may use supplementary tools and devices using non-destructive techniques like Thermography or similar.
- 3.15 The environment of timber pests and their activity is such that some lingering damage is certain in some proven case studies.
- 3.16 This criterion is for and in relation to timber pests like termites, borers and wood decay.
- 3.17 This criterion will not require an inspection for and or to report on any Dry-wood Termites or Mould. **NOTE:** Dry-wood termites are not included in a basic inspection and report due to the difficulty in locating small colonies and due to very rare incidences within Australia.
- 3.18 Mould is out of the Scope of the Pest Inspector. Should you require a Mould Identification Inspection then a Supplementary Report is required and will await further instructions from the client.
- 3.19 Chemical delignification is not a timber pest.
- 3.20 Any underground inspection is definitely beyond the range of this criterion. E.G: Timber house stumps which are below the ground level, any tree roots and the parts of timber fence posts are excluded.
- 3.21 The intent of a timber pest inspection is to assess the evidence of timber pests and the existence of noticeable damage to building elements.
- 3.22 Exposure of a building to suspect timber pests will require further investigation.
- 3.23 Regular property inspections are essential at least on an annual basis and if in the Inspectors findings more frequent inspections may be recommended where conducive conditions are found to attract such prominent timber pests. (Emphasis is added here.)

- 3.20 All reports must contain photographic evidence of the inspector's findings so the client can acknowledge what is described. (Emphasis is added here.)
- 3.21 What did you find? Ensure you document and photograph your findings. It's OK to take up to 100 digital photographs at each inspection and only use up to approx 25 in your actual report. File all photographs in your computers folders and save to comparable of line file saving devices, (Emphasis is added here.)
- 3.22 The client instructed inspection report is to be supplied to the client except when it is not included within the fee and inspection agreement.
- 3.23 All reports must be in writing. (Emphasis is added here.)
- 3.24 NO verbal reporting is allowed in this industry.
- 3.25 All reports must contain the required information so the client understands what is written. It's no good wording a report in technical terms as most laypeople will not understand what is written.
- 3.26 LIMITATIONS OF CRITERIA:
- 3.27 When the Pest Inspector's report is on an instructed property it is prepared in relation to this criterion booklet, then it is deemed not a certificate of compliance within any Act, local law or by-law.
- 3.28 The report will not be a warranty against future problems developing to the inspected property in the future.
- 3.29 This criterion will not include any identification of unauthorized building works or non-complaint building works.
- 3.30 SUBMISSION:
- 3.31 This criterion is to be used for all non-invasive inspections of properties carried out for pre-acquisition inspections or for any routine timber pest management purposes.
- 3.32 This criterion applies to all classes of buildings as so detailed within the Building Code of Australia, (BCA and NCC.)

3.33 REFERENCES TO:

3.34 AS: 3660 Termite management. The BCA “Building Code of Australia” and all other criterion within this booklet “The Housesafe Way.”

3.35 Australian Standards and other publications will also apply when carrying out Pest Inspections on Australian properties.

3.36 EXPLANATIONS: (Terms and other associated Nicknames)

3.37 Manhole/Access Hole: An access hole cut in flooring or a ceiling to allow entry for an inspection.

3.38 Access area: Area where safe and reasonable access is available to allow for an inspection.

3.39 Breach (Termite) Hole in a termite barrier that provides the termites with a clear passage through that barrier. Breaches can also include the removal of a section of any treated soil from a chemical or a physical barrier.

3.40 Bridging: Spanning of a termite barrier or inspection zone to provide termites with passage over or around that barrier zone. The bridging can be part of the building structure, foreign objects (including soil, tree roots) or a similar structure built by the termites themselves.

3.41 Client: The person who instructed you for the inspection to be carried out.

3.42 Dry-Wood Termites: Termites who do not require any water source other than atmosphere and moisture content of timbers in which they arise.

3.43 Extreme moisture conditions: The presence of moisture levels that is conducive to any timber pest activity.

3.44 Frass: Dust and droppings produced by borer activity.

3.45 Fungal decay: Loss of strength due to destruction of cellulose by wood decay fungi.

3.46 Inspection: Close and careful check and assessment of items carried out in a respected order to arrive at a conclusion.

3.47 Limitation: A reason that prevents full accomplishment of the inspection.

3.48 Major Safety Hazard: A physical situation with the potential for causing harm to humans or health of other persons.

3.49 Mould: A type of fungus that does not structurally damage wood. It is a Health Hazard.

3.50 Timber pests: Subterranean and damp-wood termites, borers of seasoned timber and wood decay fungi, (but not including) dry-wood termites.

- 3.51 Non-Invasive Inspection: An inspection accompanied by sounding that does not mark the sounded surface. I will also include limited use of other associated inspection equipment.
- 3.52 INSPECTION CONTRACT:
- 3.53 An inspection contract (agreement between issued instructions) concerning the Client and the Inspector is to be entered into prior to the inspection taking place.
- 3.54 Contract Law makes way for five strict elements to apply. (Emphasis is added here.)
- 3.54.1 Instruction,
  - 3.54.2 Offer,
  - 3.54.3 Valuable consideration,
  - 3.54.4 Acceptance, and
  - 3.54.5 Acknowledgment. These five elements must be applied when contracting to provide pest inspection and or termite management works.
- 3.55 An instruction whether oral or expressed can be provided as long as it is followed with written conditions and acknowledged.
- 3.56 Contract shall include the range and intent of this Pest Inspection.
- 3.57 The inspector is to be licensed or accredited in accordance with any State or other applicable statutory requirements.
- 3.58 The inspector is to provide details of such qualifications and experience to their Client within the reporting document which can be in the form of a CV.
- 3.59 Changes to the intent and the range of the inspection, is to be agreed to by the client and the inspector. NOTE: The contract agreement is to be in written format and acknowledged to by the client.



3.60 INTENT OF THIS INSPECTION:

3.61 The intent of this pest inspection is to provide advice to a home buyer, a vendor or any another interested party in relation to the condition of the property at the time of the inspection.

3.62 To provide a documented report in relation to the pest inspectors actual findings.

3.63 RANGE OF THIS INSPECTION:

3.64 The range of this pest inspection shall contain a non-invasive inspection of the property for timber pest activity.

3.65 A pre-acquisition timber pest inspection shall include non-invasive inspection for all timber pests.

3.66 Non-invasive implies not to tear apart, dislocate, relocate or move any furnishings, boxes or stored goods of any kind within the property being inspected.

3.67 An agreed repetitive timber pest management inspection shall include non-invasive inspection for all timber pests and is deemed to be one undertaken on a site where timber pests are not known to be existent.

3.68 Where a pest inspection is required beyond the range of the above inspections in accordance with Client's additional requirements then the use of specialized equipment will be necessary.

3.69 In this case the supplementary contract is to include a revised range of inspection with the extent of intrusion within the buildings elements and to state the details of such equipment to be used.

3.70 The cost of a treatment for timber pests and or for the repairs to damage caused by timber pests is not included in this pest inspection report. However the pest inspector may decide to add in an additional Termite Management section into his own reporting criteria.

3.71 Should a costing be required then a supplementary report is to be entered into after further instructions have been provided.

3.72 Areas for inspection: To all accessible areas of the property and the site.

3.73 The Pest Inspector is to determine at the time of the inspection the extent of accessible areas which is based on the current conditions at the time of the inspection.



- 3.74 The client is to arrange entry and facilitate physical entry to all of the parts to the property and where necessary supply information to enable the Inspector to undertake an inspection and to prepare the report.
- 3.75 The Inspector is not responsible for arranging entry to the property or parts of the property. NOTE: Areas that are not accessible at the time of inspection will be the subject to an additional inspection at an additional fee.
- 3.76 Inspection process: The inspection is to include non-invasive inspection measures within the property for any evidence of timber pests and or any damage caused by timber pests. The pest inspector can provide an opinion regarding the exposure to infestation by timber pests at the time of inspection.
- 3.77 The inspection shall investigate for any visible evidence of timber pests and or damage whether or not the timber pest are considered active at the time of the inspection.
- 3.78 Limitations: Limits that can be reasonably expected or that may occur shall be identified. NOTE: The Pest Inspector can expect limitations at an inspection like, furnishings in place, belongings in cupboards and robes and alike, stored and scattered goods throughout should the inspected property be occupied.
- 3.79 Degree of reporting: The presence of timber pests, past or current, evidence of damage caused by timber pests and any subsequent hazards applicable, conditions conducive to timber pests.
- 3.80 An opinion from the pest inspector regarding the vulnerability of the building to such timber pests and his recommendation for further investigations.
- 3.81 INSPECTIONS:
- 3.82 The pest inspector or person/s commissioned to do the inspection shall be pre-informed by way of acknowledgment about general construction methods including type and style of the building inspecting which may be relevant to timber pest activity and damage.
- 3.83 The pest inspector or person/s shall be pre-informed about the ecology, behaviour and identification of timber pests and must be familiar with the damage caused by timber pests and the subject procedures required for their management.
- 3.84 NOTE: State Legislation may include requirements beyond this criterion.

- 3.85 Timber pest inspectors should comply with OH&S requirements and take adequate health and safety precautions in accordance OH&S regulations.



3.86 PARTS FOR THE INSPECTION:

- 3.87 The inspection shall include all accessible areas.
- 3.88 An inaccessible area where safe entry is denied is not available and is excluded from the inspection.
- 3.89 The pest inspector shall determine the extent of accessible areas at the time of the inspection based on the current conditions at the time of the inspection.
- 3.90 All access shall comply with applicable occupational health and safety requirements.
- 3.91 Reasonable access will not include the cutting of any access holes or the removal of screws and or bolts to access covers or the removal of coverings or cladding.
- 3.92 The inspector will not remove roof or wall cladding to gain safe and reasonable access.
- 3.93 Safe and reasonable access: The inspector will determine this at the time of inspection subject to the current conditions at the time of inspection.
- 3.94 Property Inspector's come in all shapes and sizes so they shall determine whether allowable space is available to allow such safe access.
- 3.95 At times an inspection shall include only what is visible within the Inspector's line of sight to allow reasonable assessment.

- 3.96 Reasonable assessment shall be determined by the inspector at the time of the inspection.
- 3.97 Should a line of sight be limited then the inspector is to provide photographic evidence of such obstructions.
- 3.98 The use of a 3.6metre ladder is the maximum allowed safety accessing tool to access a roof exterior and or a ceiling manhole. Any other elevated areas are not accessed if higher than 3.6metres. No exterior roof will be accessed in wet conditions!
- 3.99 The pest inspection should include areas like:

- 3.99.1 safety issues like No CPR Charts in pool areas and swimming pool barrier gates that DO NOT self-close,



- 3.99.2 the site,
- 3.99.3 trip hazards,
- 3.99.4 slip hazards,
- 3.99.5 the boundaries,
- 3.99.6 retaining walls of all descriptions, NOTE: any retaining walls over 700mm must be inspected by a Structural Engineer,
- 3.99.7 fencing,
- 3.99.8 wood decay damage to balcony and decking railings (safety)
- 3.99.9 the exterior,
- 3.99.10 the out-buildings,
- 3.99.11 the sub floor,
- 3.99.12 the roof interior,
- 3.99.13 and the entire interior of the property dwelling, subject to safe and reasonable access at the time of the inspection.

### 3.100 OBJECTS AND THINGS THAT ARE ALSO TO BE INSPECTED:

- 3.101 All buildings and other associated features on the site.

- 3.102 Buildings on inspection properties also include any detached or partly detached items such as carports, pergolas, external laundry facilities, external WC facilities and all types of garden sheds and alike.
- 3.103 Significant features to be inspected are retaining walls, paths and driveways, steps, fencing and alike.
- 3.104 On larger properties like acreages etc, these sites are limited in relation to access so a 30metre guide has become an acceptable distance to walk from the main dwelling. In the event the inspector is unsure then he may choose to inspect the main dwelling only, BUT this must be acknowledged by the client.
- 3.105 Should a client nominate to have every building on an acreage then addition fees will apply again subject to the client's acknowledgment?
- 3.106 When inspecting dwellings the inspector is to also include the interior of all built-in items, linen press units and cupboards again subject to reasonable access. It is NOT reasonable to expect the inspector to move the occupiers stored goods.
- 3.107 In Strata and or Company Title residential properties the inspection is limited to the nominated lot (unit 10 as an example) and does not include any common property area or property owned by others.
- 3.108 NOTE: The inspector is to inspect the immediate exterior and the interior of the Strata Lot only and any other associated areas like garage and storage facilities.
- 3.109 All timbers in the accessible areas are to be inspected. E.G: as referred- structural timbers in a subfloor, visible floors, walls, stairs, ceiling joists, ceiling battens, roof timbers, joinery timbers like doors and door jambs, windows and window frames, skirtings and architraves around window and door perimeters.
- 3.110 Supplementary structures like false floors, loft structures, built-in cupboards and built-in furniture, shelving and alike also must be inspected.
- 3.111 Outbuildings like garages, carports, pergolas, patios, verandas, sheds and supporting posts.
- 3.112 Garden timbers: like landscaping timbers and associated fencing, logs, sleepers, timber pool surrounds, framed up garden boxes, firewood storage, timber paving blocks, timber sleepers, trees and stumps with a girth greater than 100 mm.
- 3.113 The inspection will not include timbers within the dwelling that is not part of the buildings structure or others that are obscured from this visual inspection.
- 3.114 Examples of timber elements not to be inspected are loose furnishings, stored items and concealed timber elements.

### 3.115 INSPECTION METHODOLOGY:

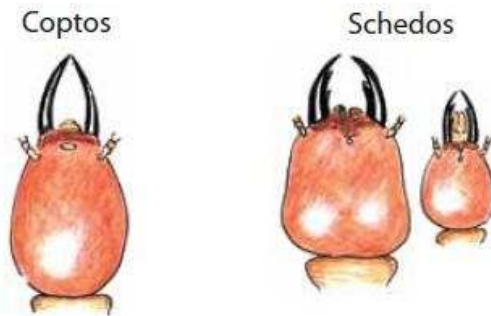
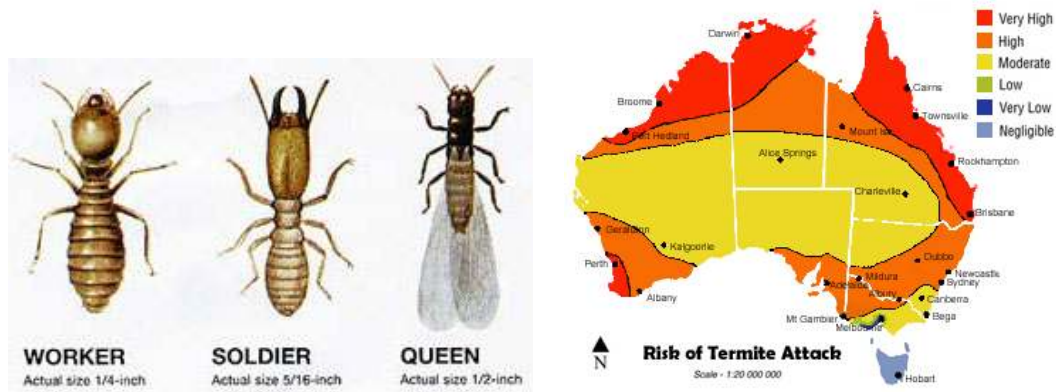
3.116 Inspection shall comprise of the detection and assessment of the presence of timber pests.

3.117 Presence of timber pests: Inspection of the presence of timber pests is to include damage caused by timber pest activity whether past or present.

3.118 Evidence of timber pest activity is best to be photographed and placed in the reporting document within the prescribed section.

3.119 Where timber pest damage is visibly found, such damage MAY NOT be the full extent of the damage actually present therefore further invasive measures may be required and the client advised on.

3.120 Where treatment options may be being considered then in the opinion of the inspector he should include the identification of the pest found by its known common name and relevant species, examples below:



Coptotermes damage



Coptotermes termites are a very tenacious, aggressive and destructive termite species. They account for greater than 70% of serious termite damage to Australian buildings and are the most widely distributed termite species in Australia.

This Coptotermes species of termite is found widely throughout Australia and is quite common in suburban areas where there are many eucalyptus trees, thus making the Hills area and the upper and lower North Shore of Sydney very popular.

Their nests are often built out of sight in the root balls of trees, and they radiate out of the central colony foraging for food in approximately a 100m radius.

- 3.121 In particular circumstances the pest inspector may wish to utilise specialist equipment that would significantly improve the reliability of the inspection.
- 3.122 Conducive Conditions to Timber Pests: The inspection will more than likely include conditions that intensify the presence of timber pests.
- 3.123 The pest inspection is to include construction and termite management development suggestions to future prevention.
- 3.124 Moisture conditions and termite barriers: The pest inspection is to include construction aspects such as the suitability of timbers in contact with the ground or other elements like masonry.
- 3.125 NOTE: It is not possible for an inspector to determine the durability of timbers due to not having the ability to identify timber species. Unless previously accredited in this field.
- 3.126 The pest inspection is to include site development and the usage of garden beds that increase the risk of pest infestation or storage of timber, debris containing cellulose or other goods under and adjacent to the building.

- 3.127 The pest inspection is to include the potential for the presence of water or dampness in unintended locations like poor subfloor drainage and inadequate subfloor ventilation.
- 3.128 Water entry due to leaks through damp-proof courses or flashings, plumbing leaks, shower leaks, leaks through waterproofing membranes, balconies and leaks from roof and stormwater system.
- 3.129 Excessive moisture within a building element describes aspects of moisture management that are important to the pest inspector.
- 3.130 A moisture meter is to be used on the dwellings surfaces at the pest inspector's discretion to determine possible pest infestation in certain internal areas that are not clearly visible to the pest inspector at the time of the inspection.
- 3.131 In the event high moisture readings are discovered then invasive measures of further inspections may be advised to the client.
- 3.132 INSPECTION RECORDS
- 3.133 To identify the client, the site address, the date and the weather at the time of the inspection.
- 3.134 The property inspector should keep all records for a minimum period of five years. All records now in 2013 can be kept on thumb drive, portable hard drives and discs.
- 3.135 The report is to be in written form to enable the client to retain a record of the inspection report. Most reports are in emailed form in PDF format. This will minimise the formatted size of the files kept on other devices.
- 3.136 On an administrative basis only, the name, address and the licence number or registration under any current Australian State legislation, accreditation and PI Insurance details of the inspector responsible for the inspection and finally the original client instructions and agreement should be within the reporting document. This will act as an identity to the client and confirm the details of the inspections original intended agreement.
- 3.136 Further Inspections: The pest inspector is to include if applicable a recommendation for any further inspections by specialist inspectors. (E.G: an electrician, a plumber, a structural engineer, a geotechnical engineer, a strata fire-safety consultant, a surveyor or similar) to undertake further inspections of the building.

- 3.137 Proven Intent: Some reports may have conditional sections where a person or agents of the client requesting the report give knowledge about alleged concealment of possible defects or termite damage and any other factor limiting the inspection and or the preparation of the inspection document, The Report!
- 3.138 Conclusion/Summary: The report may give conclusions and or a summary of opinions regarding defects and possible infestations. The conclusion section can also give comment to if the issues raised are High, Typical or Low.
- 3.139 The pest inspector may choose to make a notable record of the information during the course of the inspection. Another method of recording ones findings is with a recording device.
- 3.140 The report must identify of the person undertaking the pest inspection, the client's details, the site address, the date and time of the inspection and the weather conditions.
- 3.141 Limitations of inspection in relation to accessible areas. Limitations of a pest inspection consist of visual observations only where timber pests are or are not detected, their possible location and an indication of the severity of the damage that was visible. NOTE: Inspection notation records should be held for a minimum period of at five years.
- 3.142 Example of a Housesafe Pest Inspection Report: (front page only)

#### Visual Pre Purchase Pest Inspection Report

To comply with Australian Standard AS4349.3-2010

1.0 CLIENT DETAILS:	
Client:	
Contact Details:	Ph: _____ Email: _____
Job Invoice No:	
Report Ordered by:	Vendor / Purchaser / Conveyancer / Agent
Inspection address:	
Inspection Date & Time:	Date: _____ Arrival time: _____ Departure time: _____
Weather Conditions at time of inspection:	Raining / Damp / Cloudy / Fine / Dry
Building if Furnished:	Yes the dwelling was fully furnished and all cupboards & built-in robes were full of the occupier's stored goods throughout at the time of this inspection / No
Building Tenancy:	Property Occupied / Vacant
Persons present at time of inspection:	Vendor / Real Estate Agent
<small>Note: This report should not be relied upon if the contract for sale becomes binding more than 7 (seven) days after the date of initial inspection. A re-inspection after this time is essential as it is unknown if Termite Activity has eventuated. (19/07)</small>	
<p>PLACE PROPERTY PHOTO/S HERE</p>	
<p>Front Elevation of the Inspected Property</p>	

Please take the time to carefully read this visual pre purchase pest inspection report so you are able to make a fully informed decision prior to its purchase. (19/07)



### 3.137 THE REPORTING CONTENT:

- 3.138 Situations of the inspection and reporting document: The report shall include the pest inspector's name, an ID photo, contact details and state licence or registration number, if applicable.
- 3.139 Limitations: The report shall identify areas within the range of the inspection that were and were not inspected and to provide any reason for such exclusions.
- 3.140 An example of a limitation include a roof space where no safe and reasonable access exists, or a room is full of stored goods, a locked door to one of the dwellings rooms, vines, bushes and alike too close to a wall or more importantly a part of the property that contains an unleashed dog with certain vicious tendencies.
- 3.141 Observations: If and when timber pests are detected the inspection report is to include the location and the actual identification of the pest found.
- 3.142 Where termite activity is actually evident the report is to include the relevant species of the termite found.
- 3.143 The report shall describe evidence of the termite attack in the forms of shelter tubes and if there is any evidence of past timber pest treatment. Look for a durable notice in the dwellings meter box or under the kitchen sink cupboard. E.G: Refer below:



- 3.144 The inspection report is to also record the presence of damage apparently due to timber pests, whether or not the inspector considers the pests to be active at the time of inspection.
- 3.145 The report is to identify any visual insufficiencies in the dwellings barrier integrity, for example like bridging or breaching of such physical barrier and any interference or breakage within the continuity of the chemical barriers.

- 3.146 The report is to include the pest inspector's records of any eminent moisture content that might indicate the presence of such timber pests and the basis of such inspector's determination of the actual moisture content including any moisture problems on the property that could increase the likelihood of further and or future pest infestation. Refer below for moisture meter types:



- 3.147 If in the event the pest inspector has based his inspections conclusions wholly or in part on the application of specialist techniques or other equipment, the report is to include a description and or the technique of such equipment he used, the brand and model of equipment used and the appropriate record of such observations to demonstrate the basis for the conclusions reached to the client or to the reader of the report.

- 3.148 Safety hazards: The pest inspection report is to record major safety hazards that can harm persons and also which can otherwise result from the activity of timber pests and which are present and observed during the course of the inspection.

- 3.148.1 For example: include balustrades made unsafe by timber decay and the imminent collapse of a structural member,
- 3.148.2 trip hazards,
- 3.148.3 slip hazards,
- 3.148.4 wood decay damage to balcony and decking railing tops.

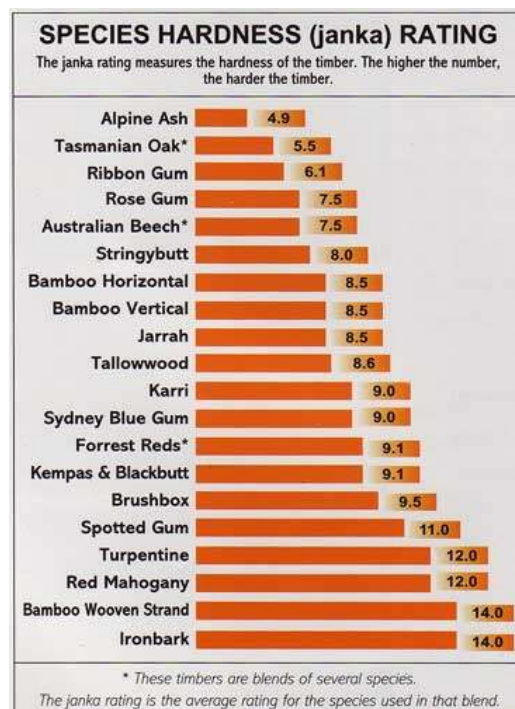
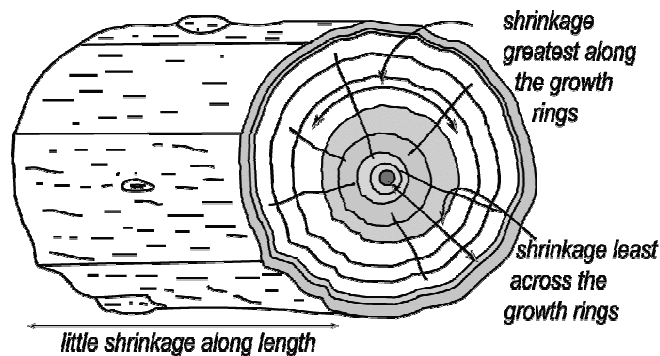
- 3.149 Sanctions: After the pest inspector has formed his opinion that further inspections are warranted his report is to include such suitable recommendations. Examples of such recommendations are to allow inspection of any inaccessible areas, invasive inspection where pest infestation is suspected, inspection by a building inspector or an engineer where serious damage is present.

- 3.150 The pest inspection report is to include references for the regularity of future inspections. E.G: 3 monthly, 6 monthly or annually!

- 3.151 Conclusions: The report is to include the findings of the pest inspector resulting from his (or her) observations of the property at the time of the inspection. E.G: the opinion of the pest inspector regarding the presence of timber pests and the presence of damage due to pest activity and including any major safety hazards.
- 3.152 The report shall include an opinion from the inspector regarding the vulnerability of damage from timber pests.
- 3.153 Summary: The inspection report shall include a synopsis of its contents. Including but not limited to, any damage apparently due to timber pests, live timber pests detected, any further inspections recommended, any visual major safety hazards due to timber pests or other and the Inspector's opinion regarding exposure to timber pests.
- 3.154 A summary should not contain any material that is not included in the body of the report.
- 3.155 Conditions: The inspection report may be conditional in relation to weather conditions which affects the potential for the detection of timber pests, the accuracy of information provided by the client, the specific expertise of the inspector or deliberate concealment of pest activity or damage.
- 3.156 TIMBER TYPES:
- 3.157 This describes the different types of timber and their classification into softwoods and hardwoods, refer below:

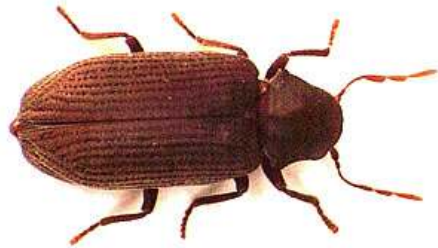


- 3.158 The categorizing of timbers into softwood and hardwood is based on the structural characteristic of the timber. E.G: balsa wood which is one of the best-known 'soft' timbers is actually a hardwood.
- 3.159 Softwood: These include species such as pines, Douglas fir (Oregon), maple, meranti, kauri, cedar and Californian redwoods.
- 3.160 Hardwood: Hardwoods include species such as eucalypts such as blackbutt, spotted gum, Merbau, jarrah and tallowwood.
- 3.161 Tenacity of types of timber: To help the pest inspector to determine whether timber is hardwood or softwood the use of a Stanley knife is of assistance.
- 3.162 In the event the inspector needs further confirmation then a more appropriate timber test is to be carried out by authorised and qualified entities. NOTE: invasive and destructive tests of timbers are outside the range of this criterion.

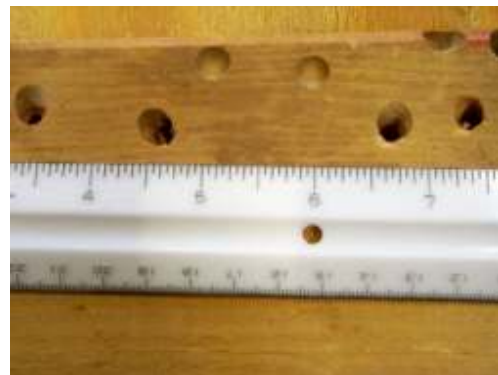


## 3.163 BORERS:

3.164 The important principles for inspection of timbers for borers and how they affect the appearance of timber.



3.165 Holes in timbers with the accumulation of frass (the excreta of insects) are evidence of borers. Different species of borer can damage timber. Incorrect identification of the timber can lead to error in identifying the species of borer and result in ineffective or unnecessary treatment.



## 3.166 TYPES OF BORER:

3.167 The following types of borer are found in timbers in Australia:

3.167.1 *Anobium Punctatum* (common furniture beetle),

- 3.167.2 *Calymmaderus Incisus* (Queensland pine beetle),
- 3.167.3 Curculionids and Lymexylids (pin hole or ambrosia),
- 3.167.4 Cerambycids (longhorn beetle),
- 3.167.5 Bostrichids (auger beetles/powder post beetles),
- 3.167.6 *Sirex Spp* (wood wasps),
- 3.167.7 Lyctids (Lyctid beetle),
- 3.167.8 *Minthea Rugicollis*,



- 3.167.9 *Ernobius Mollis* (pinebark borer),
- 3.167.10 *Hylotrupes Bajulus* (European borer),
- 3.167.11 *Ambeodontus Tristis* (two-tooth longicon),
- 3.167.12 *Hadrobregmus australiensis* (dampwood borer),
- 3.167.13 *Pentarthrum australe* (Cypress pine jewel beetle.)

### 3.168 FUNGAL DECAY AND DEGENERATION OF TIMBERS:

3.169 There are different categories of fungi populating wood and the types of rot that occur. The pest inspector is to provide a detailed account of visible wood decay that are of practical significance in inspecting buildings for decay.

3.170 In general the reproductive spores of a mould / fungus and the vegetative threads (mycelium) of a wood decay fungus usually white, if present in appropriate quantities, can be seen with the naked eye. However vegetative growths of wood decay fungi may be cream, brown or black.



Early dense white vegetative growth of one fungus then a cream vegetative growth of the second fungus and dark brown water conducting strands of a third fungus. Off centre can be seen the opening surface of a young reproductive fruiting body.

Wood decay fungi choose to grow where conditions of temperature and moisture content are high and not subject to variability.

For timbers that are in ground contact there can be a much stable situation deep within the wood in the ground than on the timbers surface.

When the fungus has fatigued the available nutrient from the timbers then new growth is maintained by feeding on the older growth so the fungus may grow on other surfaces away from the timber.



### 3.171 TYPES OF FUNGI THAT DAMAGE TIMBER:

3.172 Not all fungi and or moulds are capable of damaging timber. Not all fungi grow on wood itself. Very few species of fungi are to be found on or in timber. Mould fungi are found only on the outside of timber but do not show any damage.

3.173 Sap-stain fungi consume sugars from sapwoods and cause very little alteration to the strength property of timbers. A few species of wood decay fungi damage the cellulose component of timber only and other species damage both the lignin (plastic) and cellulose components within timbers.



### 3.174 TYPES OF DECAY IN AUSTRALIA:

3.175 Fungi in floorboards are caused by brown rot fungi.

3.176 Decaying to window joinery is by either brown or white rot fungi or decay weatherboards often by white and sometimes by brown rot.

3.177 House stumps (within sub floor areas) and timber fence posts decay from soft rot and at times brown or white rot.

3.178 *Serpula lacrymans* (formerly *Merulius lacrymans*) is the domain's most destructive fungal decayer of timbers within buildings.





This brown rot fungus has an ideal temperature for growth around 20 degrees Celsius. Therefore this fungus causes widespread damage in poorly ventilated subfloor areas in buildings where subfloor areas can be protected from the extremes of external temperatures.

Probably as a result of high external temperatures, a species of Coniophora (also causing brown rot) is believed to be the commonest house timber decay fungus in Australia.



The term dry-rot is a contradiction as dry timber will not rot. Also at the other end of the scale waterlogged timber will not rot.

### 3.179 MOISTURE:

3.180 Moisture content levels: To avoid decay from starting in a susceptible timber it is important to keep the moisture content below a certain value.

3.181 The human minds are not suited to selective differences in moisture levels in materials, hence suitable instrumentation for determining the critical levels is essential like a Moisture Meter. Some moisture meters have spikes to impregnate into the timber for a more in-depth reading of moisture content.

3.182 When moisture content is evident in unprotected timber it is considered to be wood decay inclined if the value of the reading is around 18% to 20%.



- 3.183 Combined with the splinter test an experienced pest and or building inspector are able to determine the presence and extent of certain states of timbers, safe, sound but susceptible, affected and decaying showing active spores and affected and decayed being inactive or finished the rotting process.



E.G: timber floor joists and bearers of a suspended floor can show an amount of fungi / mould growth visible on the timbers surface which may give an indication that the fungi is airborne at attach itself to that timber. It is for this reason that we characterize fungal decay simply according to the condition and appearance of the timber and the timbers surface.



3.184 APPEARANCE OF DECAY OF TIMBER:

3.185 Decaying wood and decayed wood are visually dissimilar.

3.186 Decaying wood encompasses enough moisture to retain its unique shape and may have adequate strength to withstand normal loads. In disparity decayed wood is reduced both in moisture content and size as shown by the visible cracking along or across the grain.

3.187 Decayed wood will have undergone substantial strength decrease and in the case of floorboards could eventually be expected to fail under particular loads of people traffic or furnishings.



3.188 A splinter test can be used to determine the timbers loss in strength.

3.189 A sharp Stanley knife or similar is more suitable than a chisel.

3.190 The right procedure for splinter testing: Insert the blade at right angles to the surface of the wood to a depth of 3 to 4 mm. Best results are to go in the direction of the wood grain. Bend the blade towards the face of the wood to pry out a small splinter of wood. This will allow the inspector to see if the timber is seriously affected by fungus.

3.191 Severely decayed wood will often come out in large chunks as the blade enters the timber. If the surface strength is affected then the splinter test is repeated until sound wood is reached.

### 3.192 TERMITE DAMAGE IN TIMBERS & DETECTION OF SUBTERRANEAN TERMITES:

3.193 This criterion gives information on termite damage in timbers and the detection of subterranean termite infestation within a building. It outlines the steps necessary to obtain correct identification of species found.



Subterranean Termites

### 3.194 DISCOVERY OF A TERMITE INFESTATION:

3.195 An extent of knowledge and experience is required by a pest inspector to determine if there is a termite infestation within a dwelling and predominantly within early stages when the termite occurrence has just started or for when it is confined to a remote location within a dwelling.

3.196 The pest inspector is to know the habits of termites, the manner in which they work, the places where they are likely to be found and any signs which show that they are and may exist.

3.197 The pest inspector should convey certain tools like a pointed screwdriver, a sharp knife, a bright torch light, overalls for all access situations, respirators and a step ladder.

3.198 Termites have spineless bodies that cannot withstand the withering effects of dry air. They manipulate in sheltered mud tunnels which they build when they have to cross open spaces which are exposed to air.

3.199 Termites are not easily noticed and can go undetected except by a trained eye of a competent pest inspector. The presence of mudding tubes is the most positive indicator of a termite invasion. A pest inspector ought to be able to differentiate between old and new mudding tubes.

3.200 Old mudding tubes are brittle and can easily break apart.



3.201 New mudding tubes are stronger and are dryer.

3.202 It is simple to determine that timbers have been attacked by termites when visual damage has been done.

3.203 Termites excavate arcade like hallways that go with the grain of timbers.

3.204 In many cases these termite hallways follow the growth ring of timber it has attacked.

3.205 Subterranean termite hallways can contain uneven honeycomb like structures through which the termites can move freely.

3.206 Termite damage in timber can be detected by the presence of mudding along surface joints and cracks in a surface or by a corrugated looking surface. This can indicate the interior surface has been destroyed without compromising the building element.

3.207 When the building elements (timbers,) are lightly tapped damaged wood often has a drummy like sound.

3.208 Some large timbers may have to be probed or tapped to determine their true condition. If termite activity is found in any one location in a building then it is essential to search the entire building.

3.209 If termite infestation has occurred within the ground floor of a multi-storey building like units and alike then all of the upper floors and the roofing framing timbers need to be subjected to a more thorough inspection. Where termite activity is first noticed in an upper floor then the termites could have trekked from floor to floor through the buildings wall cavities, the lift-wells and any other similar places even through the casings of electric wiring, phone cables or conduit piping.



3.210 Such possible conduits that should be inspected further are wood panelling on wall areas, behind wall hangings and into false ceiling areas and alike.

3.211 A general inspection is to be made for possible termite nests for a distance of up to 30metres from the main dwelling and within the properties boundary.

3.212 In most municipal situations it is impossible to locate the nest during a visual inspection since it is usually underground. Nests may be obvious mounds or may be concealed in the earth fill under a concrete slab floor.



3.213 Termites can also be in the base of a tree stump, a timber pole, a fence post, a sleeper or a tree. All of these somewhat likely places should be examined carefully and should be probed to determine their soundness.

3.214 No matter what the external shape or covering of a nest the nests inner zones centred within the termite nursery always consist of concentric layers of cells with thin fragile walls of living matter and soil.



3.215 IDENTIFICATION OF THE TERMITE:

3.216 A subterranean termite colony is made up of large numbers of workers, a lesser number of soldiers and generally a reproductive couple being a king and a queen.

3.217 At certain times of the year the colony may also contain winged reproductives (alates) and the precursory nymphs.



- 3.218 Accurate identification of species of termites is based largely on characteristics of the soldiers and on characteristics of the reproductives.
- 3.219 When collecting termites it is important to ensure that where possible soldiers and winged forms are within your collected sample.
- 3.220 Soldiers are recognizable by their strongly pigmented and pear shaped heads or by their conspicuous mandibles (mouth like jaws.)
- 3.221 The number of specimens that may be collected from a particular site will often depend on the size of the termite's colony. At least three specimens of termites should be included if possible. Termite specimens cannot be stored satisfactorily in the dry state and should be gently transferred to a small glass or plastic vial containing preservative (4 volumes of methylated spirits to 1 volume water.)
- 3.222 All specimens found and collected are to be accompanied with their locality found, the address of the dwelling inspected, the date of collection and the pest inspectors name made in contemporaneous form. The situation collected, from a mound or under a log or in flooring etc.
- 3.223 This recorded data to be marked on a label placed on the vial where the specimens are contained in. It is best practice to put one termite in each vial.
- 3.224 Infrequently some nests or mounds, in certain situations it is generally impractical to segregate the species in the field.
- 3.225 Where termite specimens have to be transported long distances the preservative should be drained off and replaced with a part of a tissue dampened with the same preservative. The vial should be well packaged to avoid breakage.
- 3.226 In the absence of a local specialist, the termite specimens can be sent to the CSIRO for identification.





### 3.227 MOISTURE MANAGEMENT:

3.228 Moisture management is important to the pest inspector.

3.229 It is important because moisture is needed by two of the most important classes of wood-destroying timber pests and the exposure of elevated moisture levels can aid the inspector in locating hidden timber pest activity and/or wood rotting fungi.

3.230 Any visual water leaks, moisture build-up in wet-areas, drainage issues, appliance overflows and poor ventilation warrant moisture management.

3.231 Moisture testing is normally applied by the tapping of timber (to determine the soundness of the interior of the timber being sampled) and with the prescribed use of an appropriate moisture meter to determine the presence of elevated moisture levels in materials.

3.232 If moisture levels are higher than 16% in building elements then it is highly likely that timber pests are within the immediate vicinity.

3.233 Detecting moisture: Water leaks may often be visible as a result of flowing water or from gaps in certain external materials like gutters, downpipes and hot water pressure relief overflow valves and even from Air conditioning condensation overflow outlets. Defective roof flashings and broken roof tiles can be a source of detecting moisture.

3.234 The presence of localized stains on ceilings, open pipes with no drainpipe base connection. However in the absence of such visible water leaks, the inspector's senses are not very efficient at detecting variations in the actual moisture levels within the building elements themselves and the inspector may need help in terms of appropriate instrumentation required for the detection of elevated moisture levels, refer below:



- 3.235 Leaks: Leaking can also be seen at rusted guttering or downpipes, stains to eave linings, where a downpipe passes over an eave lining or rusted roof sheeting.
- 3.236 Downpipes not connected to base stormwater fitting, overflow pipes to hot water tanks that may be discharging onto the ground, leaking garden taps, blocked pipes, blocked guttering or visible broken pipes.
- 3.237 Staining from mould growth, water marks, swelling of chipboard materials, within subfloor areas under kitchens, bathrooms, WC's and showers. Refer below:



*[End of section 3]*

ACCLAMATION 3:THE TERMITE'S REVENGE

SOME KIND OF PRIMAL TERMITE  
KNOCKED ON MY DOOR

HE TASTED IT AND FOUND IT GOOD, BUT  
WANTED MORE!

THAT IS WHY, YOU'RE COUSIN PAUL  
FELL THROUGH THE LIVING ROOM  
FLOOR



This page is left intentionally blank

#### 4. Pre-Acquisition - Swimming Pool: HS-SP-2012

4.1 THE RANGE IN WHICH YOU ARE EXPECTED TO INSPECT:

4.2 Criterion to show the minimum requirement to inspect a residential swimming pool and the developing of the report.

4.3 NOTE: HS-Inspect-2012: Criteria that show the minimum required to inspect a residential property and the developing of the report.

4.4 An accredited inspector is deemed a properly qualified inspector to provide quality guidance to their client in relation to any features of the dwelling inspected.

4.5 A pre-acquisition building inspection of all Australian residential buildings is detailed in by HS-PPIB-2012, however this criteria show general directions and each property inspector is to ensure they meet each area of legislation and other laws and by-laws applicable to this type of property inspection.

4.6 A pre-acquisition (timber pest) inspection of all Australian residential buildings is detailed in HS-PPIP-2012. Some Australian states may have different requirements and legislations, however this criteria show general directions and each property inspector is to ensure they meet each area of legislation and other laws and by-laws applicable to this type of property inspection.

4.7 This criterion will also apply for special purpose property inspections other than the familiar pre-acquisition inspections.

4.8 An accredited swimming pool inspector is deemed a properly qualified inspector to provide quality guidance to their client in relation to any features of the dwelling inspected.

4.9 Certain states in Australia have different legislation in relation to swimming pool inspections.

4.10 A pre-acquisition swimming pool inspection is as detailed in the operation of HS-Inspect-2012, however this criterion shows general directions only and each property inspector is to ensure they meet each area of legislation and other State laws and by-laws applicable to this type of property inspection.



**4.11 INSPECTION & REPORT:**

4.12 The swimming pool inspection to be within the requirements of this criterion.

4.13 When a client orders the inspection they agree that the inspection will be carried out in accordance with the clauses and at the agreed fees which also defines the range and limitations of the inspection and the report.

**4.14 RANGE & PURPOSE OF THE REPORT:**

4.15 The purpose of the inspection is to provide advice to a prospective purchaser or property investor regarding the condition of the properties swimming pool and its surrounding areas within this property at the date and time of the inspection.

4.16 Areas for Inspection shall cover all safe and accessible areas only.

4.17 This inspection shall comprise of a visual assessment only for the swimming pool area within the boundaries of the pool barriers.

4.18 Subject to safe and reasonable access the Inspection will normally report on the condition of the swimming pool, its filter system and paved and garden areas.

4.19 Solar roof mounted heating panels are NOT accessed to 2<sup>nd</sup> story roof levels due to OH&S reasons as it is unsafe to access roofs over 3.6 off the ground level.

4.20 The pool inspector will report individually on Major Defects and Safety Hazards evident and visible on the date and time of the inspection.

4.21 The report will also provide a general assessment of the swimming pool and collectively comment on Minor Defects which would form a normal part of swimming pool maintenance.

4.22 In NSW, Safety Certificates should be issued once all of the defects and non-compliant barrier issues have been rectified and the site reinspected.

4.23 The pool inspector may request a re-inspection fee to re-inspect the defective and non-compliant pool barriers. A pool barrier inspection is not part of this inspection unless the client has acknowledged the pool inspector to do so.

**4.24** All assumptions are based on the experience and qualifications of the pool inspector carrying out the inspection.

- 4.25 The inspection comprised of a visual only assessment and inspection of the Swimming Pool and filter, all associated areas only to identify major defects and safety hazards and to form an opinion and provide a conclusion only regarding the general condition of the swimming pool at the time of inspection.
- 4.26 This is not a report on the swimming pools water quality.
- 4.27 This report is not and does not assess the Structural Integrity of the swimming pool unit, should a structural report be requested then the pool inspector is to obtain further instructions from the client for the supplementary reporting at an additional cost.
- 4.28 It is advisable to tell the client to obtain if required, the Engineers Certification of the Structural Integrity of the swimming pool as to when it was first built. Such certification can be obtained from the municipalities local Council, once applied for.
- 4.29 An estimate of the cost of rectification of any found defects is outside the range of this criterion therefore does not form part of this swimming pool inspection report.
- 4.30 This inspection is not a compliance report nor is it a certificate of compliance in relation to the swimming pool or in relation to the positioning of or the finding of the properties existing sewer lines.
- 4.31 It is essential to advise the client that a most recent sewer diagram be sought to determine the actual property sewers position in relation to the position of the swimming pool.
- 4.32 Noise Control: Any potential noise-generating motor, filtering equipment or machinery associated with or forming part of a swimming pool water treatment system, shall be located so as not to cause a noise nuisance for any adjoining neighbours. These items (filter unit) must be capable of being operated in accordance with the noise requirements of the Protection of the Environment Operations Act 1997. Should the noise-generating item not be located an adequate distance from adjoining occupancies, the item shall be acoustically treated to reduce noise levels to an acceptable level. An acoustic cover is a more prudent way of reducing noise and also in protecting the filter systems exposed electrical cables and filter pumps casings.



#### 4.33 LIMITATIONS:

4.34 The Inspector will conduct a non-invasive visual inspection which will be limited to those accessible areas and sections of the swimming pool area to which Safe and Reasonable Access is both available and permitted on the date and time of the inspection.

4.35 Areas where reasonable entry is denied to the inspector, or where safe and reasonable access is not available, are excluded from and do not form part of the pool inspection.

4.36 Those areas will be the subject of an additional supplementary inspection upon request following the provision or reasonable entry and access at an additional fee.

4.37 The pool inspection WILL NOT involve any invasive inspection methods at this time including cutting, breaking apart, dismantling, removing or moving objects including, but not limited to ducting, foliage, mouldings, debris, floor or wall coverings, pavers, any external pool area furnishings or personal possessions whether they are scattered or in place. (Emphasis is added here)

4.38 The pool Inspection and Report compares the inspected swimming pool with a pool that was constructed in accordance with the generally accepted practice at the time of construction and which has been maintained such that there has been no significant loss of strength and durability.

4.39 The pool Inspection excludes the areas below the ground level and other areas that are concealed or obstructed. The inspector WILL NOT dig, gouge, force or perform any other invasive procedures. (Emphasis is added here)

4.40 The pool inspection report is not a “certificate of compliance” that the swimming pool complies with the requirements of any Act, regulation, ordinance, local law or by-law, or as a warranty or an insurance policy against problems developing with the swimming pool in the future.

4.41 If the property to be inspected is occupied then your client must be aware that exterior furnishings or other items may be concealing evidence of issues, termite damage or covered pool plumbing pipe leakage which may only be revealed when the items are moved or removed or areas excavated.

4.42 Where the Report says the property is occupied the client must agree to obtain a statement from the owner as to any Timber Pest activity or damage, timber repairs or other repairs, alterations or other problems to the swimming pool known to them, any other work carried out to the property including Timber Pest treatments, obtain copies of any paperwork issued and the details of all work carried out.



- 4.43 The pool Inspection and report WILL NOT report on any defects which may not be apparent due to prevailing weather conditions at the time of the inspection. Such defects may only become apparent in differing weather conditions. (Emphasis is added here)
- 4.44 The pool inspector cannot report on any issues that are concealed.
- 4.45 Where the pool inspection report recommends other types of inspections including an invasive inspection and report then the inspector is to seek further acknowledgement to have such inspection carried out.
- 4.46 These supplementary reports should be carried out prior to the exchange of sale contracts or prior to the end of the sales cooling-off period.
- 4.47 The client is to acknowledge agreement and accept that they may suffer a financial loss and are to indemnify the pool inspector against such losses if they fail to act on the pool inspector's advice.
- 4.48 THE REPORT:
- 4.49 The pool inspection report is prepared and presented, unless stated otherwise, under the assumption that the existing use of the swimming pool will continue under as a Residential Property.
- 4.50 The report will state the clients details, the property address, the time arrived and the time departed the site and the date of the inspection.
- 4.51 The Inspectors details and a photograph of the person who conducted the actual inspection.
- 4.52 The weather conditions at the time of the inspection. A swimming pool inspection is difficult to conduct in the event of rain at the time of the inspection.
- 4.53 What type of swimming pool is to be inspected and the method of the pools construction type, E.G: concrete or fibreglass construction.
- 4.54 A prudent pool inspector would make records of any mould and or asbestos sightings at the time of their inspecting so a potential property owner can be alerted to potential toxic issues associated with the inspected property.
- 4.55 Hindered access areas in and around the pool areas and why.
- 4.56 Methods of record taking at the time of the inspection.
- 4.57 Who provided the inspector safe and reasonable access at the time of the inspection.

- 4.58 The pool inspector to make plenty of contemporaneous notes or a digital recording of such inspection.
- 4.59 Photographic evidence is essential to be taken at the time of the pool inspection and not all photos taken at the time of the inspection need to be provided with in the pool inspection report.
- 4.60 A folder within the inspectors computer system is to be kept on each individual inspection to allow easy access should the need arise.
- 4.61 Time to keep all records is normally up to 7 years. Some individuals may choose to keep longer.
- 4.62 GENERALLY:
- 4.63 Disputes: In the event of an Issue, a dispute or a claim arising out of or relating to the inspection or the report or any alleged negligent act, error or omission on our part or on the part of the inspector conducting the inspection, either party may give written notice of the issue, dispute or claim to the other party.
- 4.64 Should the dispute not be resolved within twenty eight (28) days from the date of the service provided, written notice by either party may refer the dispute or claim to an independent mediator or arbitrator. The cost of such mediation shall be met equally by both parties or as agreed as part of the mediation settlement. (Emphasis is added here)
- 4.65 THIRD PARTY DISCLAIMER:
- 4.66 The pool inspector will not be liable for any loss, damage, cost or expense, whatsoever, suffered or incurred by any Person other than the person in connection with the use of the Inspection Report provided pursuant to this agreement by that Person for any purpose or in any way, including the use of this report for any purpose connected with the sale, purchase, or use of the Property or the giving of security over the Property, to the extent permissible by law.
- 4.67 Should the client require a report about the Structural Integrity of the pool shell then they must obtain the original Certification from the Structural Engineer who designed the original pool slabs shell and steel reinforcement.
- 4.68 These certificates can sometimes be available from the properties Local Council.

4.69 DEFINITIONS:

4.70 The client is to read, understand and acknowledge the definitions of words used in the Agreement and within the Report.

4.71 This will allow them to understand what is involved in a swimming pool inspection and the difficulties faced by the pool inspector.

4.72 Acceptance Criteria: The Swimming Pool shall be compared with a pool that was constructed in accordance with the generally accepted practice at the time of construction and which has been maintained such that there has been no significant loss of strength and serviceability.

4.73 Accessible area: means an area of the site where sufficient safe and reasonable access is available to allow inspection within the scope of the inspection.

4.74 Client: means the person(s) or other legal entity for which the inspection is to be carried out. If ordered by the person(s)'s agent then it is agreed that the agent represents the person(s) and has the authority to act for and on their behalf.



4.75 Limitation: means any factor that prevents full achievement of the purpose of the inspection.

4.76 Major defect: means a defect of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property pool and pool areas.

4.77 Minor defect: means a defect other than a Major defect.

4.78 Property: means the swimming pool structures and boundaries etc up to thirty (30m) metres within the boundaries of the land on which the building and swimming pool is constructed.

4.79 Structural Inspection: means the inspection shall comprise visual assessment of accessible areas of the property to identify major defects to the building structure and to form an opinion regarding the general condition of the structure of the property and swimming pool.

4.80 Safe and Reasonable Access: does not include the use of destructive or invasive inspection methods or moving furniture or stored goods.

4.81 The Criteria defines the extent of safe and reasonable access as follows:

4.81.1 The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of the inspection.

4.81.2 The inspector shall also determine whether sufficient space is available to allow safe access.

4.81.3 The inspection shall include only accessible areas and areas that are within the inspector's line of sight and close enough to enable reasonable appraisal.

4.81.4 Reasonable access does not include the cutting of access holes or the removal of screws and bolts or any other fastenings or sealants to access covers or going on roof exteriors over 3.6 from ground level.

4.82 THE POOL INSPECTION: WHAT TO INSPECT:

4.83 The perimeter of the pool and the paving of the pool's concrete surroundings.

4.84 The pool inspector is to ensure adequate manual pool cleaning equipment is on site like:

4.84.1 an extendible pole,

4.84.2 a vacuum hose,

4.84.3 a vacuum head,

4.84.4 a brush, and

4.84.5 a leaf scoop.



4.85 Any retaining walls within the pool areas.

4.86 The pools interior for visible cracking and when cracking is present in the Pools building element the inspector is to identify the cracking into a range of factors as follows, refer below:

**Cracking to the Exterior and Interior:**

**Is there cracking to these above Building Elements? YES / NO.**

The inspector may give further opinions as to the function of the impaired cracking area and if the buildings structural performance is impaired in some way then a Structural Engineer is to be obtained and the nominated areas to be assessed by same.

**Is this applicable to this site and property? YES / NO.**

**Cracking:** Cracking is also categorized into the following 5 categories with a description of typical damage and required repairs:

- 0**-Hairline cracking, under 0.1mm,
- 1**-Fine cracks that do not need repair, less than 1.0mm,
- 2**-Noticable cracks, yet easily filled 1mm - 5.0mm,
- 3**-Cracks that can be repaired and possibly some of the wall sections will need to be replaced. Note weather tightness can be impaired, 5.0mm - 15.0mm,
- 4**-Extensive repair works required involving breaking out and replacing these sections. Walls can become out of plumb and fall and causes reduced bearing capacity, 15.0mm - 25.0mm.

<b><u>The cracked area/s</u></b>	<b><u>Photo of cracking</u></b>	<b><u>Crack approx width &amp; length</u></b>
<p><i>To the pools interior ..... Category "..."</i></p>	<p><i>NO / YES.</i></p>	<p><i><u>Internally:</u> Under ...m and up to .....metres in length to the stated areas.</i></p>

4.87 The pools filter system and its normal operating systems.



4.88 To test the pool lighting if the visible switching allows the pool inspector to identify and test such lighting.



4.89 Pool filter systems should be encased in an acoustic cover. If no cover evident then the pool inspector to state so in his/her reporting document.



- 4.90 The pool inspector to document any visible filter leaking around the pool pump of PVC pressure piping.



- 4.91 The condition of the pools interior finish.
- 4.92 The pressure from the pool filters return back to the pool shell. The pool inspector to document within the report in the event the pressure is low as “Pool filter is in need of general maintenance due to the low pressure evident at the time of the inspection.”
- 4.93 Some items may be inspected by special request from the client. At such a request additional instructions must be obtained and acknowledged to be carried out at an additional fee.
- 4.94 The pools hydrostatic valve.



- 4.95 Automatic pool cleaning equipment.
- 4.96 Post construction pipework for water flow to slippery dips, waterfalls, side spitters and any other associated water works other than the actual filter unit.
- 4.97 A spa units heating and blower systems.

- 4.98 Pool gas heating or solar heating units operation.
- 4.99 ALL POOL AREAS ARE TO HAVE A CPR CHART VISIBLE:
- 4.100 An appropriate and legible CPR chart must be clearly displayed within a swimming pool area.
- 4.101 This chart must NOT be allowed to be hindered in the future by trees, vines and any type of foliage.
- 4.102 Clearly displayed means to be easily read and understood in the event of an emergency.



- 4.103 Calcium Leaching: Leaching calcium (if evident) is a root cause of a problem with materials that do not allow for building / pool shell movement. The area below is penetrated by water, a problem that begins at the vertical horizontal junctions due to pool movement. Water beneath the surface mixes with calcium oxide, (a found ingredient in cement) and transforms through a chemical reaction into a calcium hydroxide solution, commonly known as limewater.





- 4.104 DETAILS WITHIN A REPORT AND IN WHAT FORMS OF:
- 4.105 The Fee and Inspection Agreement is to clearly define what the Pool Inspection and is to include:
- 4.106 The Inspector may nominate to report by “Way of Release” where the inspector will only report on items of significance instead of items in satisfactory condition.
- 4.107 Special Purpose Reporting can be agreed to in the same form in the fee and inspection agreement.
- 4.108 All reports must be in written and photographic form.
- 4.109 In the event Corporations have office staff to prepare the inspection reports then the actual inspector who carried out the inspection must sign off as having proof read the now completed report.
- 4.110 The fee and inspection agreement to clearly identify what is excluded for the reporting process as some pool construction and completion methods are out of the inspectors areas of expertise.
- 4.111 WHAT RECORDS SHOULD AN INSPECTOR MAKE & KEEP:
- 4.112 The pool inspection report will state the clients details, the property address, the time arrived and the time departed the site and the date of the pool inspection.
- 4.113 The Inspectors details and a photograph of the person who conducted the actual pool inspection.
- 4.114 The weather conditions at the time of the inspection.
- 4.115 If it is raining at the time of the pool inspection it may become difficult to inspect the pools interior for any visible cracking as rain will make the water surface difficult to see into, therefore it would be prudent of the inspector to cancel the inspection for another time in clearer weather.
- 4.116 What type of pool they are inspecting and the method of construction type.
- 4.117 A prudent pool inspector would make records of any mould and or asbestos sightings at the time of their inspecting so a potential property owner can be alerted to potential toxic issues associated with the inspected property.
- 4.118 Hindered access areas and why.
- 4.119 Methods of record taking at the time of the inspection.

- 4.120 Who provided the pool inspector safe and reasonable access at the time of the inspection.
- 4.121 Make plenty of contemporaneous notes or digital recordings.
- 4.122 Photographic evidence is essential to be taken at the time of the inspection and not all photos taken at the time of the inspection need to be provided in the inspection report.
- 4.123 A folder within the inspectors computer system is to be kept on each individual inspection to allow easy access should the need arise.
- 4.124 Time to keep all pool inspection records is normally up to 7 years. Some individuals may choose to keep longer.

*[End of section 4]*

ACCLAMATION 4:THE FAMILY POOL

SWIMMING IN THE POOL IS WHERE  
I LIKE TO "B"

WEARING UNDERWATER GOGGLES SO  
THAT I CAN "C"

YESTERDAY BEFORE I SWAM, I DRANK A  
CUP OF "T"

NOW THE POOL IS JUST AN "OOL"  
BECAUSE I TOOK A "P"



This page is left intentionally blank

## 5. Swimming Pool Fence/Barrier & Boundary Fence Safety: HS-SPS-2013

- 5.1 THE RANGE IN WHICH YOU ARE EXPECTED TO INSPECT
- 5.2 Criterion to show the minimum requirement to inspect a swimming pool fence and the developing of the inspection report.
- 5.3 NOTE: HS-Inspect-2012: Criteria that show the minimum required to inspect a residential property and the developing of the report.
- 5.4 An accredited inspector is deemed a properly qualified inspector to provide quality guidance to their client in relation to any features of the dwelling inspected.
- 5.5 A pre-acquisition building inspection of all Australian residential buildings is detailed in by HS-PPIB-2012, however this criteria show general directions and each property inspector is to ensure they meet each area of Swimming Pool Barrier Legislation and other laws and by-laws applicable to this type of property inspection.
- 5.6 A pre-acquisition (timber pest) inspection of all Australian residential buildings is detailed in HS-PPIP-2012. Some Australian states may have different requirements and legislations, however this criteria show general directions and each property inspector is to ensure they meet each area of legislation and other laws and by-laws applicable to this type of property inspection. If the pool barriers are constructed from timber then a Pest Inspector should be engaged.
- 5.7 This criterion will also apply for special purpose property inspections other than the familiar pre-acquisition inspections.
- 5.8 An accredited swimming pool safety inspector is deemed a properly qualified inspector to provide quality guidance to their client in relation to any features of the pool fence inspected.
- 5.9 Certain states in Australia have different Legislation in relation to swimming pool fence and barrier inspections. Ensure you identify such Legislation in its state format.
- 5.10 A swimming pool fence inspection is now required in the State of NSW (extended till 29<sup>th</sup> April 2016) since the introduction of A Swimming Pool Registry in April 2013. *(as at Feb 2016 this is yet to be confirmed)*
- 5.11 This criterion shows general pool fence safety directions only and each pool fence inspector is to ensure they meet each area of legislation and other laws and by-laws applicable to this type of property inspection.

## 5.12 POOL FENCE INSPECTION & REPORT:

5.13 The swimming pool fence inspection is to be within the requirements of this criterion.

5.14 When a client orders the inspection they agree that the inspection will be carried out in accordance with the clauses and at the agreed fees which also defines the range and limitations of the inspection and the report.

## 5.15 RANGE & PURPOSE OF THE REPORT:

5.16 The purpose of the pool fence/barrier safety inspection is to provide advice to an existing homeowner or a prospective purchaser of a property regarding the condition and compliance of the properties swimming pool fence safety and its current state of adequacy at the date and time of the inspection.

5.17 Areas for Inspection shall cover all pool fence areas only.

5.18 This inspection shall comprise of a visual assessment only for the swimming pool fence areas and the boundary fencing around the pool area.

5.19 Subject to safe and reasonable access the Inspection will normally report on the condition and the safety compliance of the swimming pool fence.

5.20 The pool fence safety inspector will report individually on Major and Minor defects and any Safety Hazards evident and visible on the date and time of the inspection.

5.21 In NSW, Safety Certificates should be issued once all of the fence defects and non-compliant barrier issues have been rectified and the site reinspected.

5.22 In NSW from 29<sup>th</sup> April 2016, Compliance Certificates are to be provided when a property with a swimming pool is to be sold or leased. (TBC?)

5.23 The difference between a Safety Certificate and a Compliance Certificate is simply a word. A Safety Certificate is issued by Housesafe Inspectors stating the pool barrier complies with the relevant Australian Standards only. A Compliance Certificate can be issued by the Local Government or a PCA (Principal Certifying Authority) inspector. Be warned....Not all of these inspectors are deemed competent!

5.24 The pool fence safety inspector may request a re-inspection fee as they may have to re-inspect the previously found defective and non-compliant pool barriers.

- 5.25 It is a fact in Australia that over 95% of swimming pool barriers fail!
- 5.26 All assumptions are based on the experience and qualifications of the pool inspector carrying out the inspection. Best to be sure than sorry!
- 5.27 The inspection comprises of a visual only assessment and inspection of the Swimming Pool Barriers and any other associated areas to identify major defects and safety hazards, to form an opinion and provide a conclusion “PASS” of “FAIL” regarding the current state, maintenance status and general condition of the swimming pool barriers at the time of inspection. (Emphasis is added here)
- 5.28 An estimate of the cost of rectification of any found defects to the barriers is outside the range of this criterion therefore does not form part of this swimming pool inspection report.
- 5.29 In the event the pool barriers are non-compliant then the client is to investigate themselves into “IMMEDIATE” RECTIFICATION. There are NO second chances when it comes to saving kid’s lives! (Emphasis is added here)
- 5.30 Understand the difference between a pool barrier and a boundary barrier, being the boundary barrier refers to the dividing neighbours fence and the barrier is the actual internal pool fencing.
- 5.31 This inspection is not a compliance report nor is it a certificate of compliance in relation to the swimming pool or in relation to the positioning of or the finding of the properties existing sewer lines.
- 5.32 It is essential to advise the client that a most recent sewer diagram be sought to determine the actual property sewers position in relation to the position of the swimming pool.
- 5.33 Noise Control: Any potential noise-generating motor, filtering equipment or machinery associated with or forming part of a swimming pool water treatment system, shall be located so as not to cause a noise nuisance for any adjoining neighbours. These items (filter unit) must be capable of being operated in accordance with the noise requirements of the Protection of the Environment Operations Act 1997. Should the noise-generating item not be located an adequate distance from adjoining occupancies, the item shall be acoustically treated to reduce noise levels to an acceptable level. An acoustic cover is a more prudent way of reducing noise and also in protecting the filter systems exposed electrical cables and filter pumps casings.
- 5.34 Pool filtering systems should be in an acoustic cover of some description to also prevent undue access by outside elements.

### 5.35 WHO MAY CALL YOU FOR THIS TYPE OF INSPECTION?

- 5.35.1 Proof of legislation compliance,
- 5.35.2 Confirmation of current standards,
- 5.35.3 Pre-Acquisition/Purchase inspections,
- 5.35.4 Pre-Sale/Vendor inspections,
- 5.35.5 To assist a pool owner in their self-assessment processes,
- 5.35.6 Some pool owners just for peace of mind,
- 5.35.7 Real Estate Agent confirmation,
- 5.35.8 Neighbour confirmation and safety certification,
- 5.35.9 Strata sites to protect children in units and townhouse Developments,
- 5.35.10 To check if a home owner has installed their own pool barrier in a compliant manner, (does not include new construction works as these works can only be assessed by Council Building Inspectors, PCA's and or Building Surveyors,
- 5.35.11 Defect reporting,
- 5.35.12 Aged facilities,
- 5.35.13 Pensioner's just want to be sure for the protection of their grandchildren,
- 5.35.14 Safety certification,

- 5.36 The purpose of the pool fence/barrier safety inspection is to provide advice to an existing homeowner or a prospective purchaser of a property regarding the **condition** and **compliance** of the properties swimming pool fence safety and its current state of adequacy at the date and time of the inspection. [\(Emphasis is added here\)](#)





- 5.37 LIMITATIONS:
- 5.38 The Inspector will conduct a non-invasive visual inspection which will be limited to those accessible areas and sections of the swimming pool area to which Safe and Reasonable Access is both available and permitted on the date and time of the inspection.
- 5.39 “In Areas” is a common Housesafe term used to state certain zones of the dwellings building element or elements being discussed.
- 5.40 Areas where reasonable entry is denied to the inspector, or where safe and reasonable access is not available, are excluded from and do not form part of the pool inspection.
- 5.41 Those areas will be the subject of an additional supplementary inspection upon request following the provision or reasonable entry and access at an additional fee.
- 5.42 Supplementary meaning, in addition to or a variation to the original intended instructions.
- 5.43 The pool fence safety inspection WILL NOT involve any invasive inspection methods at this time including cutting, breaking apart, dismantling, removing or moving objects including, but not limited to ducting, foliage, tree, mouldings, debris, pavers, any external pool area furnishings or personal possessions whether they are scattered or in place. (Emphasis is added here)
- 5.44 The pool fence safety Inspection and Report compares the inspected swimming pool barrier that was constructed in accordance with the generally accepted practice at the time of its erection or construction and which has been maintained such that there has been no significant loss of strength and durability to the barrier.
- 5.45 The pool fence safety Inspection excludes areas that are concealed or obstructed. The inspector WILL NOT dig, gouge, force or perform any other invasive procedures. (Emphasis is added here)
- 5.46 The pool fence safety inspection report is not a “certificate of compliance” but a Safety Certification that the swimming pool fence/barrier complies with the requirements of any Act, regulation, ordinance, local law or by-law.
- 5.47 The pool fence safety inspection is not a warranty or an insurance policy against problems developing with the swimming pool barrier in the future.

- 5.48 Where the Report says the property is occupied the client must agree to obtain a statement from the owner as to any Timber Pest activity or damage, timber repairs or other repairs, alterations or other problems to the swimming pool known to them, any other work carried out to the property including Timber Pest treatments, obtain copies of any paperwork issued and the details of all work carried out.
- 5.49 The pool fence safety Inspection and report WILL NOT report on any defects which may not be apparent due to prevailing weather conditions at the time of the inspection. Such defects may only become apparent in differing weather conditions. (Emphasis is added here)
- 5.50 The pool inspector cannot report on any issues that are concealed or deliberately covered over.
- 5.51 Where the pool safety inspection report recommends another types of inspections including an invasive inspection and report then the inspector is to seek further acknowledgement to have such inspection carried out.
- 5.52 These supplementary reports should be carried out prior to the exchange of sale contracts or prior to the end of the sales cooling-off period.
- 5.53 The client is to acknowledge agreement and accept that they may suffer a financial loss and are to indemnify the pool inspector against such losses if they fail to act on the pool inspector's advice.
- 5.54 THE REPORT:
- 5.55 The pool fence safety inspection report is prepared and presented, unless stated otherwise, under the assumption that the existing use of the swimming pool will continue under as a Residential Property.
- 5.56 This criterion is not for the purpose of inspecting Commercial Pools.
- 5.57 The report will state the clients details, the property address, the time arrived and the time departed the site and the date of the inspection.
- 5.58 The Inspectors details and a photograph of the person who conducted the actual inspection.
- 5.59 The weather conditions at the time of the inspection.
- 5.60 Types of swimming pool fences and barriers to be inspected are to be clearly identified.

- 5.61 A prudent pool fence safety inspector would make records of any mould and or asbestos sightings at the time of their inspecting so a potential property owner can be alerted to potential toxic issues associated with the inspected property.
- 5.62 Hindered access areas in and around the pool areas and why.
- 5.63 Methods of record taking about the pool fence/barrier at the time of the inspection.
- 5.64 Who provided the inspector safe and reasonable access at the time of the inspection.
- 5.65 The pool inspector to make plenty of contemporaneous notes or a digital recording (or similar) of such inspection.
- 5.66 Photographic evidence is essential to be taken at the time of the pool fence safety inspection and not all photos taken at the time of the inspection need to be provided with in the pool fence safety inspection report.
- 5.67 A folder within the inspectors computer system should be kept on each individual inspection to allow easy access should the need arise.
- 5.68 Time to keep all records is normally up to 7 years. Some individuals may choose to keep longer.
- 5.69 GENERALLY:
- 5.70 Disputes: In the event of an Issue, a dispute or a claim arising out of or relating to the inspection or the report or any alleged negligent act, error or omission on our part or on the part of the inspector conducting the inspection, either party may give written notice of the issue, dispute or claim to the other party.
- 5.71 Should the dispute not be resolved within twenty eight (28) days from the date of the service provided, written notice by either party may refer the dispute or claim to an independent mediator or arbitrator. The cost of such mediation shall be met equally by both parties or as agreed as part of the mediation settlement. Housesafe offer such mediation in the event it is required. Fees apply for such mediation.

5.72 THIRD PARTY DISCLAIMER:

5.73 The pool fence safety inspector will not be liable for any loss, damage, cost or expense, whatsoever, suffered or incurred by any Person other than the person in connection with the use of the Inspection Report provided pursuant to this agreement by that Person for any purpose or in any way, including the use of this report for any purpose connected with the sale, purchase, or use of the Property or the giving of security over the Property, to the extent permissible by law.

5.74 Should the client require a report about the Structural Integrity of the pool shell then they must obtain the original Certification from the Structural Engineer who designed the original pool slabs shell and steel reinforcement.

5.75 The manufacturer of the pool fence/barrier is to be visible around the gated area of the pool barrier.

5.76 Under no circumstances are the pool fence/barrier gate posts be subject to movement as such movement in a foundation source will allow possible disruption to the gates intended operation. The ground/foundation under is to remain stable and maintained in a manner to prevent such disruption.

5.77 DEFINITIONS:

5.78 The client is to read, understand and acknowledge the definitions of words used in the Agreement and within the Report.

5.79 This will allow them to understand what is involved in a swimming pool inspection and the difficulties faced by the pool inspector.

5.80 Acceptance Criteria: The Swimming Pool shall be compared with a pool that was constructed in accordance with the generally accepted practice at the time of construction and which has been maintained such that there has been no significant loss of strength and serviceability.

5.81 Accessible area: means an area of the site where sufficient safe and reasonable access is available to allow inspection within the scope of the inspection.

5.82 A Child: means a male or female 5 and under.

- 5.83 Client: means the person(s) or other legal entity for which the inspection is to be carried out. If ordered by the person(s)'s agent then it is agreed that the agent represents the person(s) and has the authority to act for and on their behalf.

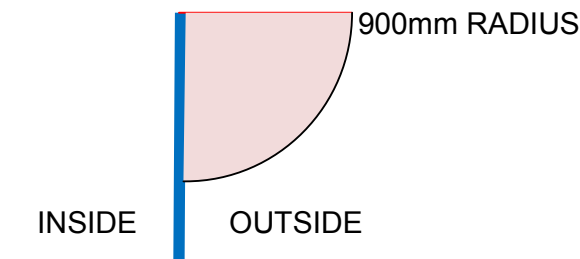


- 5.84 Gate: means the opening in the pool barrier allowing access into the pool area.



- 5.85 Limitation: means any factor that prevents full achievement of the purpose of the inspection.
- 5.86 Legislation: this must be followed including Standards, Acts, Amendments and Regulations. These acts etc may differ from state to state. Ensure the correct legislation is used to thoroughly inspect a swimming pool barrier.
- 5.87 Major defect: means a defect of sufficient magnitude where rectification has to be carried out in order to avoid unsafe conditions, loss of utility or further deterioration of the property pool and pool areas.
- 5.88 Minor defect: means a defect other than a Major defect.
- 5.89 Property: means the swimming pool structures and boundaries etc up to thirty (30m) metres within the boundaries of the land on which the building and swimming pool is constructed.
- 5.90 Structural Inspection: means the inspection shall comprise visual assessment of accessible areas of the property to identify major defects to the building structure and to form an opinion regarding the general condition of the structure of the property and swimming pool.

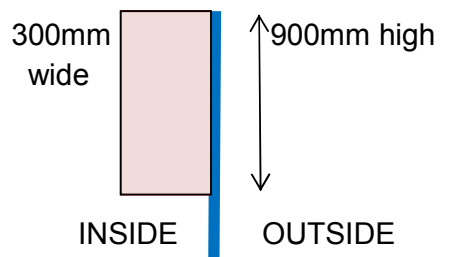
- 5.91 Safe and Reasonable Access: does not include the use of destructive or invasive inspection methods or moving furniture or stored goods.
- 5.92 The Criteria defines the extent of safe and reasonable access as follows:
- 5.92.1 The extent of accessible areas shall be determined by the inspector at the time of inspection, based on the conditions encountered at the time of the inspection.
- 5.92.2 The inspector shall also determine whether sufficient space is available to allow safe access.
- 5.92.3 The inspection shall include only accessible areas and areas that are within the inspector's line of sight and close enough to enable reasonable appraisal.
- 5.92.4 Reasonable access does not include the cutting of access holes or the removal of screws and bolts or any other fastenings or sealants to access covers or going on roof exteriors over 3.6 from ground level.
- 5.93 THE POOL FENCE SAFETY INSPECTION: **WHAT TO INSPECT:**
- 5.93.1 The boundary fences (neighbours fencing around the pool) to ensure they are a minimum of 1.8metres high on the inside.
- 5.93.2 The pool barrier/fence to ensure it is at a minimum of 1.2metres high on the outside.
- 5.93.3 Adopt a 900mm minimum NO CLIMB ZONE from the tops of the barriers on the outside of the pool fence barrier and on the inside of the pools boundary barriers.



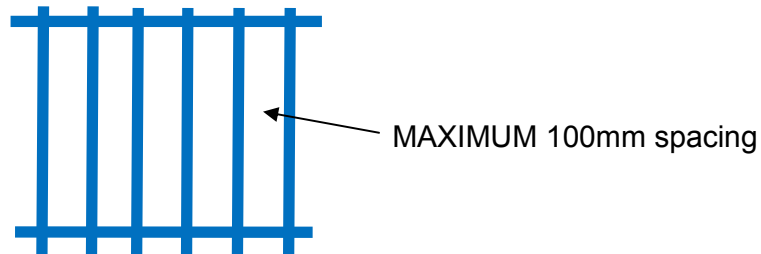


Furniture outside the pool barrier must not imply climbing

- 5.93.4 Adopt a 300mm minimum NO STORE ZONE on the inside of the pool fence barriers.



- 5.93.5 Ensure the vertical elements in pool barriers are no greater than 100mm spacing.



- 5.93.6 Ensure any horizontal elements in pool barriers are no less than 900mm spacing.
- 5.93.7 Ensure the gap under all types of pool fence barriers are no greater than 100mm, (Under Any Circumstances) (Emphasis is added here)
- 5.93.8 Test the pool fence barrier gate/s to ensure that they open outwards being away from the pool.
- 5.93.9 All such gates **MUST** be self-closing and self-latching from any position including resting against the latch at all times and to ensure an adequate maintenance plan is given to or advised to the client. (Emphasis is added here)

5.93.10 Ensure there are NO areas of 10mm or more for a child to stand on or grab onto within the 900mm no climb zone. That's vertical, horizontal and or angled. This applies to boundary barriers as well if under 1.8high on the inside. All boundary barriers MUST be 1.8high.

5.93.11 Ensure NO pool furnishings or similar are within 300mm of the pool fence barrier so a child can grab hold of and assist in climbing. (Refer below the chair can be drawn to the fence to assist climbing)



5.93.12 Sloping land pool barriers have the same dimensions affixed to this criterion. (Emphasis is added here)

5.93.13 It is prudent to carry out the inspection of these dimensions every 300mm in a line to ensure no undulated areas allow pool access to a child.

5.93.14 The latching apparatus to gates with latching devices 150mm down the top inside of the gate must be protected behind a 450mm Perspex Shield to prevent child access.

5.93.15 The overhead latching apparatus within the pool barrier latch post must be at a minimum height of 1.5metres off solid ground.

5.93.16 The ground under the entire pool barrier must be of stable foundation and to not allow ease of erosion or digging with the use of tools. (Refer below to being installed just in grass areas!)





Pool barriers in unstable foundations!

- 5.93.17 Pool fence barriers that have horizontal bars or timber rails must be greater than 900mm apart.
- 5.93.18 Should a pool and its barrier be within a 900mm vicinity of an overhead deck, veranda or balcony of a dwelling, then the railing to such deck should be at a minimum height of 1.2metres.
- 5.93.19 Doors and windows facing a pool (in NSW) must have a separating barrier. (Emphasis is added here.)
- 5.93.20 Be aware there are different pool barrier **legislations** in each Australian state. Be **aware** of them!
- 5.93.21 NO EXEMPTIONS WILL BE TOLERATED HERE!
- 5.94 ALL POOL AREAS ARE TO HAVE A CPR CHART CLEARLY VISIBLE:
- 5.95 An appropriate and legible CPR chart must be clearly displayed within a swimming pool area. (Emphasis is added here.)
- 5.96 This chart must NOT be allowed to be hindered in the future by trees, vines and any type of foliage. (Emphasis is added here.)
- 5.97 Clearly displayed means to be easily read and understood in the event of an emergency.



CPR charts exposed to the weather may need to be replaced every two years!  
(CPR guidelines must be followed when administering CPR)

- 5.98 DETAILS WITHIN A REPORT AND IN WHAT FORMS OF:
- 5.99 The Fee and Inspection Agreement is to clearly define what the Pool Inspection and is to include:
- 5.100 The Inspector may nominate to report by “Way of Release” or “Exemption” where the inspector will only report on items of significance instead of items in satisfactory condition.
- 5.101 Special Purpose Reporting can be agreed to in the same form in the fee and inspection agreement.
- 5.102 All reports must be in written and photographic form.

- 5.103 Under NO circumstances is verbal reporting to be entered into.
- 5.104 The Re-Inspection report: A Re-Inspection will be carried out in the event the swimming pool barrier fails this criterion. (Emphasis is added here)
- 5.105 In the event Corporations have office staff to prepare the inspection reports then the actual inspector who carried out the inspection must sign off as having proof read the now completed report.
- 5.106 The fee and inspection agreement to clearly identify what is excluded for the reporting process as some pool construction and completion methods are out of the inspectors areas of expertise.
- 5.107 WHAT RECORDS SHOULD AN INSPECTOR MAKE & KEEP:
- 5.108 The pool inspection report will state the clients details, the property address, the time arrived and the time departed the site and the date of the pool inspection.
- 5.109 The Inspectors details and a photograph of the person who conducted the actual pool inspection.
- 5.110 The weather conditions at the time of the inspection.
- 5.111 What type of pool they are inspecting and the method of construction type.
- 5.112 A prudent pool inspector would make records of any mould and or asbestos sightings at the time of their inspecting so a potential property owner can be alerted to potential toxic issues associated with the inspected property.
- 5.113 Hindered access areas and why.
- 5.114 Methods of record taking at the time of the inspection.
- 5.115 Who provided the pool inspector safe and reasonable access at the time of the inspection.

5.116 Make plenty of contemporaneous notes or digital recordings.



5.117 Photographic evidence is essential to be taken at the time of the inspection and not all photos taken at the time of the inspection need to be provided in the inspection report. A folder within the inspectors computer system is to be kept on each individual inspection to allow easy access should the need arise.

5.118 Time to keep all pool inspection records is normally up to 7 years. Some individuals may choose to keep longer.

5.119 Remain focused at all times.

5.120 HOW OFTEN SHOULD I HAVE MY POOL BARRIER INSPECTED:

5.121 There is no real mandatory time limit however a more prudent pool owner would ensure there pool barrier and barrier gate operation is checked annually.

5.122 Some inspectors may choose to develop a data-base contact on their pool barrier inspections. This way the homeowner can potentially not worry knowing their pool barrier is in the regular hands of a Competent, Accredited "Housesafe" Swimming Pool Safety (Compliance) Inspector.

5.123 A WRITTEN Contract must be entered into when inspecting pool barriers to determine the actual Scope of Works and cost of the inspection. Contract Law will prevail here, in all counts.

- 5.124 Currently In NSW (2013/14/15/16), a PCA or Council Inspector can only issue Compliance Certification for pool barriers. This is set to change in NSW once the Building Professionals Board and the Local Government approve private treaty for Compliance Certification for pool barriers only...  
“Watch this space”



- 5.125 NSW Legislation also applies when inspecting Swimming Pools Barriers. The Swimming Pools Act, Amendments and Regulations apply.

NOTE:



A Swimming Pool barrier gate is to be locked up if it does not comply with the prescribed standards to prevent unauthorised entry, unless the gates intended operation is to be corrected and maintained in a compliant way.



"Warning Signs" required to be installed to all pool barriers. (Examples Only)

*[End of section 5]*

ACCLAMATION 5:A POOL BARRIER

A SWIMMING POOL BARRIER IS NO  
LAUGHING MATTER

SOMETIMES POOL OWNERS AND THOSE  
VISITING EXPECT OTHERS TO WATCH  
THEIR CHILDREN WHEN SWIMMING

THE BLAME GAME BEGINS WHEN A  
CHILD GETS INTO TROUBLE

THE POOL OWNER BLAMES THE PARENT  
AND THE PARENT BLAMES THE POOL  
OWNER

WHO'S AT FAULT HERE?

ANSWER: BOTH.....☺

This page is left intentionally blank



## 6. Mould Identification; HS-MID-2012

- 6.1 THE RANGE IN WHICH YOU ARE EXPECTED TO INSPECT:
- 6.2 NOTE: HS-Inspect-2012: Criteria that show the minimum required to inspect a residential property and the developing of the report.
- 6.3 An accredited inspector is deemed a properly qualified inspector to provide quality guidance to their client in relation to any features of the dwelling inspected.
- 6.4 Criterion to show the minimum requirement to inspect a residential dwelling for Mould ID and the developing of the report.
- 6.5 The Housesafe Mould Identification Inspection Reporting template will advise on what to report on and where.
  - 6.5.1 The property type.
  - 6.5.2 The aspect of the property. (south, north, east or western facing)
  - 6.5.3 The areas and outbuildings inspected.
  - 6.5.4 Areas hindered to prevent inspection access.
- 6.6 First, let's find out about Mould and the effects: (The following research source was from the internet over various years and from our own visual findings at Mould ID Inspections.)

### 6.7 **(ID) IDENTIFICATION:**

The meaning identification is the process of recognizing specific objects as a result of acknowledging previous referenced materials.

**Forensic identification:** This is the application of forensics and technology to identify specific objects from the trace evidence they leave behind, like the colours of mould and their reasons for its formation.

NOTE: When Mould is detected it must be reported on to allow your client to make a better informed decision whether to buy a property or whether to have the Mould removed and or treated.

**MOULD CAN BE TOXIC AND CAN BE HARMFUL TO HUMANS**

## 6.8 **CAUTIONARY NOTES - MOULD:**

### **MOULD, MOULD SPORES, CAUSES & EFFECTS: (“Mould Spores”)**

**Mould Spores:** Moulds are a type of fungus.

Moulds spread by releasing millions of tiny spores into the air.

They need moisture to grow and are usually found in damp and poorly ventilated areas of homes, such as bathrooms and laundries.

You cannot see the spores but you may be able to see moulds, grey, green or black in colour, seen growing on damp surfaces.

Mould spores are a source of indoor air pollution.

Airborne mould spores can produce allergic reactions in sensitive people similar to hay fever.

People who experience allergic reaction to mould spores are also more likely to suffer from asthma.

Mould spores can be reduced by improving ventilation in the home, and by limiting sources of moisture and condensation. For best conclusive results install external drainage to the exterior of properties to allow for a much stable foundation. This is a preventative for dampness to not enter a dwelling in the first place. (Emphasis is added here.)

### **CAUSATION:**

Floods, leaking pipes, inadequate site drainage, windows, and roofs (in particular) are all causes of moisture that can encourage mould contamination.

Increased humidity due to poor ventilation in sub floor areas or improper drying of flooded areas can also cause mould to grow.

Lifestyle choices like keeping the house closed without running an air conditioner or dehumidifier and poor housecleaning can also cause mould growth.

Moulds reproduce by tiny spores; the spores are invisible to the naked eye and float through outdoor and indoor air.

Mould can grow indoors when something as simple as mould spores land on surfaces that are wet for several hours.

There are many types of mould, but none of them will grow without a source of moisture.

Mould growth is often visible, it may appear cottony, velvety, granular, or leathery and have varied colours of white, grey, reddish brown, black, yellow, or green and will have a distinct mould odour – usually musty.

The feel of a chill is also likely within the confines of these areas.

Be very cautious of these areas.

Look for excess water/moisture or water damage such as leaks and water stains, even rising damp staining by way of efflorescence.

Symptoms of mould infestation can be respiratory problems (wheezing and difficulty to breath), nasal and sinus congestion, eye irritation (burning, watery, red, blurry vision, and light sensitivity), dry, hacking coughs, sore throats, nose and throat irritation, shortness of breath, central nervous system problems (headaches, memory problems, and mood swings), aches and pains, and possible fevers.

### **See your GP if any of these symptoms persist!**

It is impossible to get rid of all mould as some spores float through the air and dust.

However, mould spores can't grow without moisture. Indoor mould growth can be prevented by controlling the amount of moisture indoors, for instance ventilating the house by opening doors and windows regularly.

You may need to hire professional tradesperson if the mould growth is extensive, but some mould can be cleaned by yourself. (Emphasis is added here.)

By not fixing the leaks in the roof or gutters and by just bleaching any visible mould your family will be breathing in mould spores all year round – as the leaking isn't confined only to winter.

Bleaching mould makes it invisible, but doesn't kill it and the long-term effects of being exposed to mould can be as toxic as nerve gas. (Emphasis is added here.)

If the roof continues to leak or the sub floor dampness continues to rise, the mould will have a constant source of moisture to encourage its growth.

If the mould isn't cleaned it will become visible and leave a musty, damp smell in the affected areas.

Long term effects can change inhabitant's moods, make them lethargic and can affect the central nervous system.

Also, you're likely to end up with structural damage to your home.

If there is mould growing indoors, you need clean the mould with a vinegar solution and fix the water issue, such as a broken pipe or water leak or poor drainage issues.

If you just clean the mould, without fixing the water problem the mould will continue to grow. (Emphasis is added here.)





Examples of Mould and how Spores can grow in sub floors and attach themselves to walls and ceilings and even curtains.

It can all begin with poor site drainage and inadequate ventilation.

## **DON'T LET THIS HAPPEN TO YOU!**

### **EXAMPLES OF LIVING EVIDENCE:**

The Hatfield's living in an old timber framed high set home on a one-acre block in the picturesque hills of the Gold Coast hinterland.

Here, they have tried to provide an idyllic home life for their three children aged in their twenties.

But the whole family suffers from constant debilitating ill health.

The father, a spray paint artist, is virtually incapacitated by his chronic asthma.

The mother suffers from multiple chemical sensitivity and the kid's list of allergies reads like an anti-histamine commercial.

While the family joke about their ailments, their humour only thinly disguises a deep sadness that the constant illness affects them all.

Over the years the mother and father have tried to find out what is wrong with their family and have visited countless health professionals.

The mother suspects that their ill health is related to her husband's spray painting, but even though he has relocated his studio from under the house to an outside shed, the health problems haven't gone away.

The family is at breaking point and help couldn't come any sooner.

It was discovered that due to poor site drainage and consistent mould growth from under the home that these mould spores have found their way into the family's bodies vital organs of these individuals.

### **ANALYSING:**

After the initial interview with the family, the search for answers began in the fathers working environment.

As a paint & chalk artist working from a home studio, he's in regular contact with strong chemicals and solvents and he also has the worst health.

Many of the materials he uses, contain what are known as Volatile Organic Compounds (or VOC's), so air monitoring as well as air samples were taken to be able to build up a profile of exactly which chemicals were present in the studio environment and if they were at hazardous levels.

During the investigation a second major health risk was discovered: "mould."

As well as three major floods in the last five years, the Hatfield's also had regular problems with leaking pipes and poor site drainage.

The persistent moisture had led to the growth and proliferation of mould.

Air and surface samples were taken, as well as some items from the house such as one of the children's soft toys and some pieces of flooring, to find out just how far the mould had spread.

By analysing the samples and the results from the tests, it was found that not only had the family lived, eaten and slept directly above a source of toxic VOC's for seven years, but throughout the house, levels of airborne mould spores were more than five times higher than outdoors, exceeding World Health Organisation guidelines.

In effect, the house was literally poisoning the Hatfield family.

University researchers say exposure to a certain group of fungal spores abundant in the air that we breathe every day, can make young children and adults over 40 more susceptible to developing multiple allergies later in life.

The team found that who were exposed to basidiospores and other airborne fungal spores, specifically penicillium, aspergillus and alternaria early and later in life were more likely to develop allergies to mould, pollen, dust mites and certain foods over their life time.

A fungus is a plant like organism that grows by releasing tiny reproductive cells (spores) into the air. Mould is a type of fungus that can grow on any moist surface - including wood, gyprock, plaster and cement, even brick surfaces.

Previous allergy studies focused on visible mould or total mould concentrations, not the identification of specific airborne fungal spores. The UC-led study showed that exposure to specific airborne fungal spores may increase allergic reactions and others could help reduce them.

It turns out that the health effects of airborne fungal spores are more complicated than we think.

It's not enough to look just at total mould in our homes and offices.

We need to understand how specific types of mould interact with each other in the environment to affect our respiratory health.

Some fungi can have harmful effects on the body.

There are literally thousands of different types of mould in the air we breathe.

But because mould exists naturally in the outdoors, it's very difficult to completely remove mould spores from the air.

Using a small air sampling device, a University research team collected fungal spores from over 100 homes.

This was a five-year study examining the effects of environmental particulates on childhood and adulthood respiratory health and allergy development.

Air samples were collected for a total of 48 hours in an activity room and in the bedroom's during sleep.

Samples were analysed for both total and individual spore counts.

It was found that, at least in children, some fungi may cause allergic sensitization while other fungal types may actually inhibit the development of allergies in adults.

### **SUMMARY:**

Mould and mildew are fungi or primitive plants that can be found both indoors and outdoors.

Molds thrive in warm, damp and humid conditions but can survive in freezing environments.

Moulds reproduce by releasing spores or seeds which are easily spread by wind or circulated by air-conditioning.

Mould can grow wherever moisture is present.

The bathroom, kitchen and basement are ideal environments for mould to grow.

The terms mould and mildew mean virtually the same thing but mildew generally refers to a mould infestation that is visible.

Allergic reactions to mould and mildew are common and can occur year-round.

People sensitive to molds can experience symptoms such as skin irritation, nasal congestion, eye irritation and wheezing.

Severe allergic reactions to mould may include fever and shortness of breath.

Mould may also cause asthma or other respiratory ailments.

People who are allergic to other airborne allergens (e.g., pollen, dander, dust and dust mites) may be more susceptible to mould allergies.

Mould allergies can be diagnosed by a physician.

As with all allergies, mould allergies cannot be cured.

The best treatment strategy for mould allergies is avoidance.

There are many ways to reduce the presence of moulds indoors and limit exposure to them outdoors.

However, completely eliminating moulds from indoor environments is not possible.

Microscopic mould spores are constantly present in virtually all environments.

Therefore, allergy medications may be recommended to help control symptoms.

In persistent or severe cases, allergy shots (*immunotherapy*) may be necessary.

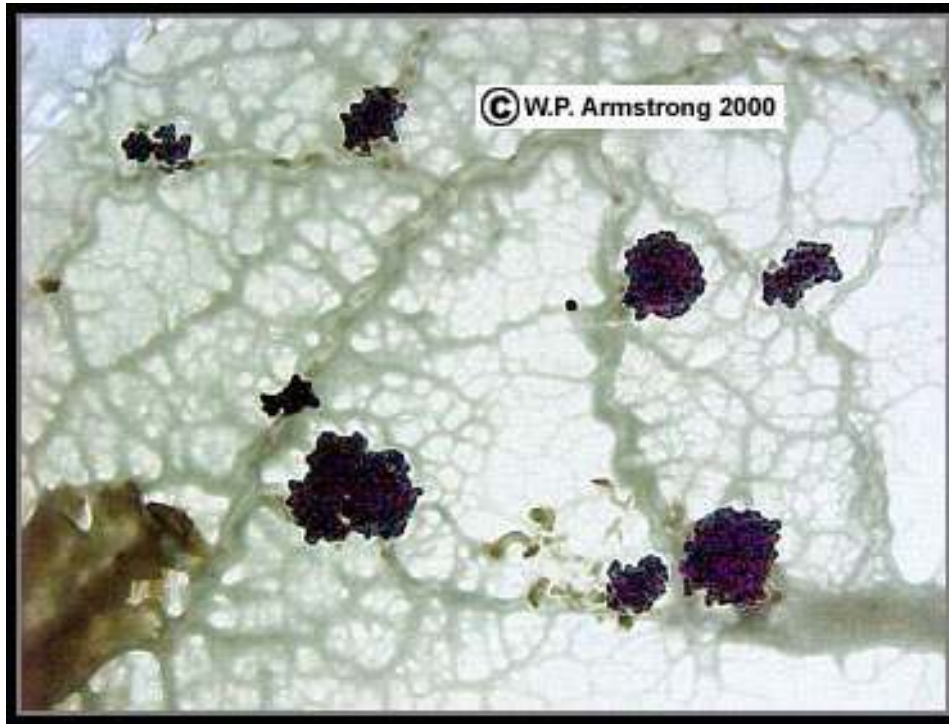
Mould when in its adhesive form can adhere itself to many building elements which can make it very difficult to remove with some products purchase from the supermarket.

They may only remove the surface mould only and not from the rooted source.

### **Slime Mould: Physarum polycephalum**



A slime mould (**Physarum polycephalum**), showing a creeping mass of yellowish protoplasm called a plasmodium. Refer above:



The plasmodium of this **Physarum polycephalum** has produced dark "fruiting bodies" (fructifications) that contain spores. Note the traces of the former plasmodium in the background. Refer above:

Early stage in the development of **Fuligo septica**. This interesting fungus feeds on wood chips. Some plasmodia develop a yellowish coloration at this stage. Refer below:







Mature aethalium of **Fuligo septica** with crusty, powdery surface resembling cement. Just below the surface are masses of spores resembling fine brown dust. Refer above:

### **Do Items in Your Home Have a Musty Odour or Mildew Stains?**

Mould thrives in places of high humidity and warmth.

The more damp and warm an area is, the better.

This includes walls, floors, personal items, and yes - clothes.

So what can be done about it?

The first thing to note is timing.

The faster you can find a mould contaminated item, the better.

Mould becomes increasingly hard to remove and deal with as it grows and thrives.

### **Mould Grows on Clothing:**

As mentioned above, clothing is the perfect place for mould growth.

If you happen to find mould on an article of clothing, hopefully it's been caught quickly, there are a few ways to go about removing it.

Remember timing is of the essence when dealing with mould growth because the longer mould stays on the fabric, the worse it will smell and the more time it has to weaken and eventually rot your clothes.

Here are a couple of ways you can easily, safely, and quickly remove mould that is growing on clothing and get rid of the musty, mouldy smell at the same time.

When Mould grows in robe areas especially in rented properties, it can lead to litigation whereas the landlord may be entered into a potential claim for clothing replacement.

So as a warning for all unit owners and home owners, be very aware of mould and the potential hazards associated.

### **I. Vinegar:**

A very unusual approach would be to use vinegar in removing mould stains and its smell.

Vinegar is very useful and effective in removing the 'mouldy' smell from clothes.

Add 3/4 cup white vinegar to a load of wash.

The vinegar will remove any mouldy smell from clothing.

Repeat this process until all traces of mould and its smell are gone.

Use detergent afterwards to thoroughly clean your clothes.

What's so interesting about this process is that vinegar itself is made through fermentation with the help of a certain type of mould.

Vinegar is also a form of acid.

### **II. Old Fashion Cleaning:**

#### **Brush off loose mould growth**

Take all clothing that have mould or have been exposed to mould, outside and one by one, brush off any loose mould growth.

By doing this outside you prevent mould spores from spreading inside the house.

**Always remember** to wear a protective mask and gloves when dealing with mould contamination.

#### **Set out in the sun to dry**

After brushing, leave the clothing out in the sun to dry.

The heat and sun will kill whatever is left of the mould in your clothes.

Heat can reduce and at times eliminate mouldy areas.

### **Pre-soak in cold water**

Pre-soak remaining clothes that have stains in cold water, then wash in hot water with detergent.

Allow the clothing to dry completely in the sun.

### **Sponge with bleach**

If the stains persist, sponge the contaminated area with diluted chlorine bleach, you can use 2 tbsp. bleach to 1 qt. water.

Make sure that the bleach that you use won't change the colour of the fabric.

You can use lemon juice and salt solution as an alternative for bleach if treating coloured fabrics.

After about 10 minutes, rinse thoroughly.

### **Launder, rinse and dry**

Launder as usual, rinse and allow drying in the sun.

Remember to fully dry the clothes that you have disinfected to make sure that mould doesn't grow back.

Spray a bit of fungicide spray to completely remove mould odour from your clothes, and ensure that it won't grow back the next day.

**Use of "Mildicides":** 'Mildicide' is a new term or name given to products that are used in dealing with mould or mildew contamination.

Remember that if you choose to use a mildicide to remove mould and its odour from your clothes, always read the label for proper techniques.

Mildicides are still chemicals and can be harmful to your health if not used properly.

If every item of clothing or fabric in your closet appears to be affected with mould, fog the entire closet with your chosen mildicide.

Do the same for clothing that has been in storage for a long period of time.

This will prevent mould or other odours from transferring to your present garments.

Do not remove any clothing in performing this application, especially if the odour emanates strongly.

Spray the baseboards corners of the closet when removing garments and clothing.

If a vent is present in the room where you'll be performing the clean-up, spray into the vent as well.

After fogging, close the door, and allow the mildicide to penetrate the entire room for at least 10 minutes.

Dry the area quickly with a fan or wipe walls and flooring of all remaining moisture.



### Physarum Mould!

Often referred to as the “many-headed slime”

A slime mold that inhabits in shady, cool, moist areas, such as sub floor areas, decaying leaves and logs.

It is sensitive to light; in particular, light can repel the slime mold and be a factor in triggering its spore growth!

Examples of Physarum Mould (SLIME Mould) within sub floor areas.



Examples of Physarum Mould in sub floor areas.

All necessary protection MUST be taken when this mould is found.

Face, hands and all exposed skin must be covered.

A respirator MUST be worn when in sub floor areas.



6.9 **FINDING THE SOURCE:** This is the foundation of a process that is required by the Inspector to find why and how the mould first formed in the areas duly noted at the Mould ID inspection. (Emphasis is added here.)

6.9.1 Ways to determine the source: (Emphasis is added here.)

6.9.2 Where has the Mould come from and why it is here!

6.9.3 What is the sites topography?

6.9.4 Find out if the sites drainage is adequate or inadequate. If inadequate look for low areas around the dwelling (the topography) where surface waters can and will and do pond next to the dwellings exterior.

- 6.9.5 Look for adequate or inadequate ventilation to sub floors, roof lofts, wet room interiors and eave areas.
  - 6.9.6 If room interiors have locked windows this can be another source of mould findings and stagnant air. (look for it)
  - 6.9.7 Inside robe and cupboard areas that have been closed up for prolonged periods of time.
  - 6.9.8 Ponding waters around a property, outbuildings and even the main dwelling.
  - 6.9.9 Weeds of some kinds in turfed yard sections can indicate toxic soils around the dwelling being inspected.
  - 6.9.10 Musty odours indicate mould growth in the vicinity.
  - 6.9.11 A cold feeling when entering a dwelling for the first time indicates the dwelling may have mould issues. This is when the hairs on your arms stand up when you enter a damp and musty area.
  - 6.9.12 Condensation is a source of mould when temperature changes are experienced from the interior to the exterior.
  - 6.9.13 Your nose is one of the most inexpensive devices to find the source of mould.
  - 6.9.14 Mould spores can produce “mycotoxins” being a toxic substance that cause
  - 6.9.15 Finding mould may involve invasive inspection processes.
- 
- 6.10 **DETERMINING THE CLEAN UP:** This is a process that is required when particular clean-up is required.
  - 6.11 A mould ID inspection is purely that, identification only.
  - 6.12 You should not provide advice on the clean-up of mould. Let your client find out the appropriate authorities.
  - 6.13 Your clients can do their own research on the clean-up or a licensed builder or industrial hygienist should be engaged on such recommendations.

- 6.14 **MOULD AND THE COLOURS:** Mould come in various colours, green, yellow, white, black, brown, orange to red and grey to dark grey.
- 6.15 The common names for mould are not relevant in its inspection identification unless it has the potential to affect the human occupants of the dwelling being inspected.
- 6.16 It is documented there are up 270 different mould types.
- 6.17 Black mould can be very toxic, beware!
- 6.18 Physarum mould can also be very toxic, beware!
- 6.19 **Names of mould are:**
- 6.19.1 Cladosporium; (green, brown, grey or black)
  - 6.19.2 Aspergillus; (grey, brown, yellow, green, white or black)
  - 6.19.3 Penicillium; (blue, green or white)
  - 6.19.4 Ulocladium; (black or grey)
  - 6.19.5 Acremonium; (white, grey or brown)
  - 6.19.6 Stachybotrys; (black)
  - 6.19.7 Alternaria; (black or grey)
- 6.20 **WHERE MOULD CAN BE FOUND:**
- 6.20.1 In sub-floor areas,
  - 6.20.2 Airborne mould can be seen on the sub-floor framing timbers
  - 6.20.3 In roof voids and storage areas,
  - 6.20.4 Inside robes and cupboards and inside wet room cupboards,
  - 6.20.5 On internal walls and ceilings and in shower areas,
  - 6.20.6 On windows and their blinds and curtains,
  - 6.20.7 On timbers to window perimeters and on external walls,
  - 6.20.8 On faces of house guttering's,

## 6.21 WHO MAY CONTACT YOU ABOUT MOULD ID INSPECTIONS:

- 6.21.1 Homeowners,
- 6.21.2 Real Estate Agents,
- 6.21.3 Tenants,
- 6.21.4 Property Managers,
- 6.21.5 Strata Managers,
- 6.21.6 Body Corporate,
- 6.21.7 Pensioners,
- 6.21.8 Medical Practitioners,
- 6.21.9 Insurers,
- 6.21.10 Lawyers, and
- 6.21.11 Shop Owners.

6.22 The common forms of mould will first be identified as the visual circumstances will be very obvious, but beware not all moulds are easy to find let alone identify.

6.23 Identification: This means to detect and discover.

6.24 Confirmation: After inspecting the entire property you will know the source and the cause of why mould has formed. This is what you are to report on. This is displayed in the Housesafe Mould ID Inspection Reporting Template. (Emphasis is added here.)

6.25 Your Report: Your report is to tell a story and to describe the details on your true findings and why.

6.26 Conclusion: The final statement of your reporting.

*[End of section 6]*



ACCLAMATION 6:MOULD

THERE'S MOULD IN OUR SHOWER,

IT'S GROWN BY THE HOUR.

I DON'T WANT THIS TO BE SEEN,

AS I'M NOW PRACTICALLY COVERED  
IN GREEN



This page is left intentionally blank

## 7 Asbestos Identification; HS-ASBID-2012

- 7.9 THE RANGE IN WHICH YOU ARE EXPECTED TO INSPECT:
- 7.10 NOTE: HS-Inspect-2012: Criteria that show the minimum required to inspect a residential property and the developing of the report.
- 7.3 An accredited inspector is deemed a properly qualified inspector to provide quality guidance to their client in relation to any features of the dwelling inspected.
- 7.4 Criterion to show the minimum requirement to inspect a residential dwelling for Asbestos ID and the developing of the report.
- 7.11 The Housesafe Asbestos Identification Inspection Reporting template will advise on what to report on and where.
- 7.11.1 The property type.
  - 7.11.2 The aspect of the property. (south, north, east or western facing)
  - 7.11.3 The areas and outbuildings inspected.
  - 7.11.4 Areas hindered to prevent inspection access.
- 7.12 First, let's find out about Asbestos and the effects: (The following research source was from the internet over various years and from our own visual findings at Asbestos ID Inspections.)

### 7.13 **(ID) IDENTIFICATION:**

The meaning identification is the process of recognizing specific objects as a result of acknowledging previous referenced materials.

**Forensic identification:** This is the application of forensics and technology to identify specific objects from the trace evidence they leave behind, like the fibers contained in asbestos.

NOTE: When Asbestos materials or product are detected they must be reported on to allow your client to make a better informed decision whether to buy a property or whether to have the asbestos materials removed.

**ASBESTOS CAN KILL!**

## **CAUTIONARY NOTES - ASBESTOS:**

### **ASBESTOS:**

Asbestos is highly toxic, causing a range of lung diseases that are slow to develop but in many cases deadly.

Mining companies and other industries that used asbestos are now being sued by affected workers and a new wave of cases may be looming among home renovators.

Are you at risk?

### **BACK ROUND:**

It was the wonder building product of the post-World War 2 years; strong, light, durable, waterproof and fireproof, and a good insulator.

Chemists knew it as a group of fibrous hydrated mineral silicates (including chrysotile, amosite, anthophyllite, and crocidolite) mined from deep underground. But collectively, these substances were more widely known as asbestos.

Between the 1940's and the 1980's in Australia, asbestos was widely used in the construction industry, as well as in shipyards, power stations, boiler makers and plumbing.

It was a staple of home building too, used in fibro cement, insulation, fireproofing, pipes, paint, floor coverings, ceiling tiles, and roofing materials.

Such was the local and global demand for asbestos that it was mined in Australia and exported.

### **But there was a problem.**

Asbestos is highly toxic, causing a range of lung diseases, that are slow to develop but in many cases deadly.

Inhaling the fibers can cause a fibrous stiffening and shrinking of the lung, as well as lung cancer, particularly the incurable, rapidly-growing lung cancer known as mesothelioma.

The link between asbestos and lung disease was known in the early 1900's.

Yet, despite warnings from health authorities, mining companies allowed their workers to be exposed to it, and industries that used asbestos in their manufacturing processes did nothing to protect their workers from its dangers.

It wasn't until the mid-1970s that the wider public was alerted to the dangers of asbestos.

Gradually asbestos mining was phased out, and industries replaced asbestos with alternative products like fiberglass.



Fig 1: Blue Asbestos



Fig 2: Bonded (non-friable) & Friable Asbestos.

Depending on how old it is, fibro contains mixtures of blue (crocidolite, the most dangerous), brown (amosite), and white (chrysotile, the least dangerous) asbestos fibres.

Blue asbestos use in fibro was phased out in Australia in 1967, brown in 1984 and white asbestos in 1989. (As shown above in the first photograph)

But asbestos-related disease is slow to declare itself.

There can be a lag period of 20 years or more after exposure before symptoms of lung disease appear.

People are still getting asbestos-related lung diseases now from exposure 30 or even 40 years ago.

Currently, there are hundreds of people in Australia suing mining companies and other industries that used asbestos.

In many cases, deaths occur before cases are heard or any compensation monies are paid.

And now there's a new wave of cases of asbestos-related disease appearing in people who are renovating or working on homes built between the 1940's and the 1980's, about a third of which contain asbestos.

People working in the home building industry now account for the biggest percentage of new cases of the deadly cancer mesothelioma.

Why is asbestos so dangerous? There are other types of inorganic dusts like coal or silica that cause disease when inhaled into the lung.

What makes asbestos fibers so risky is their size.

They are so tiny, they become airborne very easily and when inhaled, are able to find their way into the smallest airways and air sacs of the lung where the critical transfer of oxygen into the blood takes place.

There they can do extensive damage.

**Renovators BEWARE:**

Asbestos is no longer used in Australia.

Mining ceased in Australia in 1983.

It was finally phased out in building products like fibro in 1989, though it was still used in gaskets and brake linings until recently.

It was banned entirely from the beginning of 2004, it can't be used (nor recycled) or imported.

However, it's still possible to be exposed to asbestos.

In fact Australia is experiencing a big jump in new cases of mesothelioma.

It now has the highest per capita incidence of mesothelioma in the world.

An increasing number of new cases are renovators who have been exposed to asbestos fibers whilst renovating homes built during the period when asbestos-containing products were widely used (between the 1940's and the 1980's).

About one third of homes built in this period used asbestos-containing products in walls, ceilings, eaves, kitchens, bathrooms, and in vinyl floor tiles, and in sheds and garages.

There's negligible risk in living in these homes.

Installed, undisturbed asbestos-containing products are safe because the asbestos fibers are bound together in a solid matrix.

But if they are tooled, cut, drilled, sanded or otherwise abraded or machined they can release asbestos fibers into the air.

Unfortunately, through ignorance, many home renovators, home maintenance and building workers don't realise the dangers of exposure and may only learn of it, if at all, once the building work is finished.

Prolonged exposure, where the building work goes on for months or years, carries the greatest risk.

For home renovators, a brief one-off exposure is very low risk.

Before renovating or demolishing, it's essential to identify asbestos-containing products.

It's usually difficult for a layperson to tell which products contain asbestos and which don't.

Potentially any type of board building material over 20 years old could contain asbestos.

The only way to be sure is to have the material identified and removed by a licensed asbestos removal contractor.

Unfortunately many workers on building sites are being needlessly exposed because of negligent building contractors who don't want to incur the additional expense of safe demolition, removal and disposal.

For a list of licensed contractors, consult the Work-Cover Authority in your state.



Signage must be used when removing Asbestos



Asbestos sheeting as installed in thousands of Australian homes.

Bonded (non-friable) Asbestos has a distinctive golf ball dimple look alike on the back of the sheet.

**Benign pleural disease:**

One of the effects of inhaled asbestos fibres is to irritate and inflame the pleura of the lung.

The pleura are the double-sided lining of the outer part of the lung: one side lines the outside of the lung tissue itself, the other lines the inner part of the chest wall.

The pleura help the lung glide over the chest wall as it expands and contracts during breathing.

Asbestos fibres can irritate and thicken the pleura.

This thickening can be widespread (known as diffuse thickening) or it can occur in patches, known as plaques.

The inflamed pleura can also secrete fluid into the pleural cavity, the space between the two pleural layers.

This is known as pleural effusion.

Benign plural disease is not dangerous or fatal, although it may interfere with the expansion and contraction of the lungs and restrict breathing.

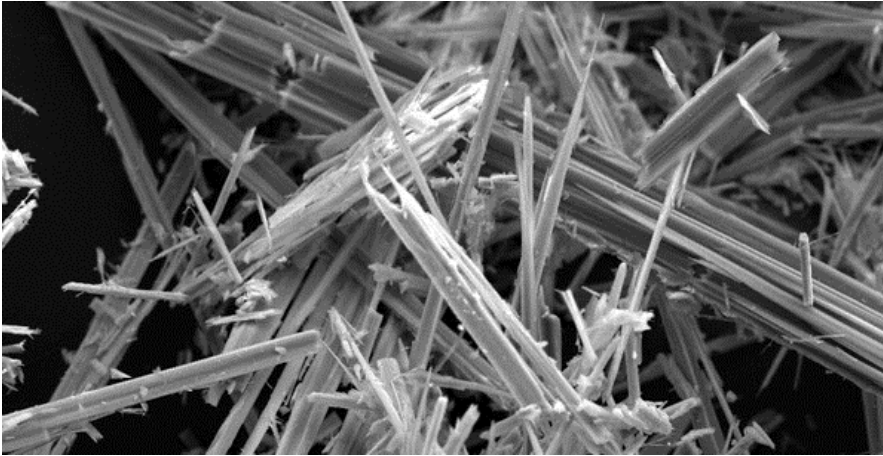
If there is pleural effusion, it can be drained to relieve the breathlessness.

A doctor passes a needle through the chest wall into the pleural cavity under local anaesthetic and drains the fluid.

The procedure may need to be repeated if the fluid gathers again.







Asbestos types in their raw form

7.14 **FINDING THE FACTS:** This is a process that is required to find why and where the asbestos products may have been installed as duly noted at the asbestos ID inspection.

7.15 Ways to determine asbestos products: (Emphasis is added here.)

7.15.1 Find out the date when the property you are inspecting was first built.

7.15.2 Be aware that Asbestos was used in Australian properties in the 1940's to the 1980's.

7.15.3 Look for **bonded** (non-friable) asbestos, (sheet form is-situ!) on roof coverings, wall linings, eave linings, gable end innings, wet area interior ceilings and walls, pipes, gutters, roof barge capping, roof ridge capping, roof cowls and vents, motor vehicle brake and clutch linings and gaskets, phone pits, gas meter covers, WC cisterns and WC cubicle wall linings, fire place flues and alike, (other types exist, get to know them all.)

7.15.4 Look for **friable** asbestos, (hard to find though!) on ceiling covering called vermiculite/limpet, window sash cords, cloth, cloth or bandage lookalike wrapping around Air Conditioning piping, ceiling insulation, carpet underlay that looks like hessian, black adhesives used under some caret, mastics and joint sealers, electrical (black) backing boards (Zelemite board), fire doors interiors, vinyl floor tiles and alike (other types exist, get to know them all.)

**TYPES OF FRIABLE ASBESTOS.**



VERMICULITE:



SASH CORDS:



PIPE BANDAGE:



CEILING INSULATION:



CARPET UNDERLAY:



VINYL FLOOR TILES:



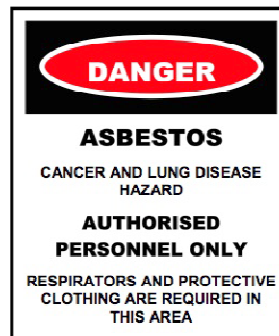
ZELEMITE:

- 7.16 Bonded (non-friable) Asbestos may be tested and identified in three ways:
- 7.16.1 1/ a tap test using a long rod with a hard plastic tip, (sounds like china being tapped or the sound of glass being tapped)
  - 7.16.2 2/ a screw test, a screw will not pass through, (**WARNING: DO NOT DELIBERATELY BREAK OFF ANY FIBRO PIECES AS HARMFUL ASBESTOS FIBRES MAY BE RELEASED**) and
  - 7.16.3 3/ a Lab test to be analysed.
- 7.17 Friable Asbestos may be tested and identified in one way only:
- 7.17.1 1/ a Lab test to be analysed.
- 7.18 Finding a Laboratory to test and provide a test report can be sourced on the internet and can be found in all major cities in each Australian States.
- 7.19 It can be rare that an invasive inspection will be required for the Asbestos ID inspection processes, but not impossible!
- 7.20 Be aware of small pieces of bonded asbestos under the floors of older properties and at time can be found in the soil under the bathrooms and laundry and kitchen areas if renovations have been carried out.
- 7.21 **DETERMINING THE REMOVAL OF ASBESTOS:** This is a process that is required when particular clean-up is required.
- 7.22 An Asbestos ID inspection is purely that, identification only.
- 7.23 You should not provide advice on the clean-up and the removal of asbestos. Let your client find out the appropriately qualified asbestos removalists and dumping authorities.
- 7.24 Your clients can do their own research on the clean-up or a licensed builder or industrial hygienist should be engage on such recommendations.



The right way to dress when removing Asbestos materials

All asbestos must be wrapped and sealed in approved plastic



## 7.25 NEVER SMASH UP ASBESTOS MATERIALS.



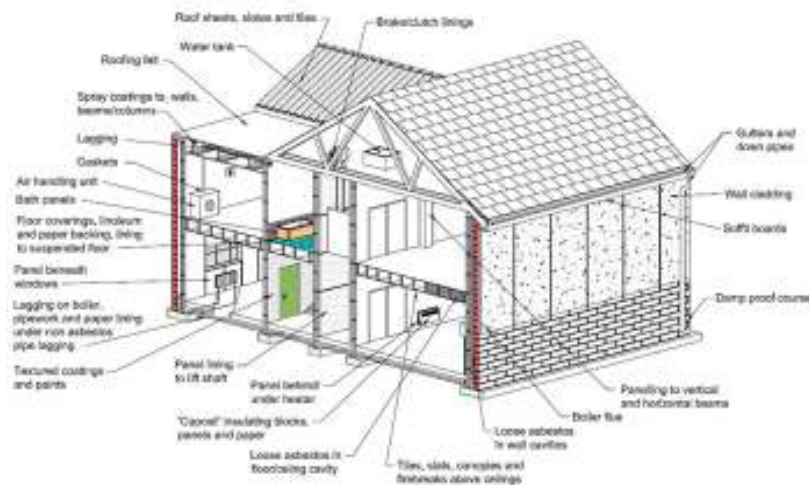
## 7.26 ASBESTOS TESTING: Best to leave it only for the qualified technicians.



**THERE IS NO SUCH THING!**

## 7.27 COMMON AREAS IN A DWELLING WHERE ASBESTOS IS FOUND:

7.27.1 This plan layout indicates the potential area in a dwelling where Asbestos products may be lurking. **DON'T MISS THEM!**



7.28 **ASBESTOS AND THE COLOURS:** Asbestos comes in various colours, white, brown and blue.

7.29 The common names for asbestos are not relevant in its inspection identification unless it has the potential to affect the human occupants of the dwelling being inspected.

7.30 Names of asbestos are:

7.30.1 Chrysotile; (white)



7.30.2 Amosite; (brown)



7.30.3 Zelomite; (black) Backing board in electrical meter boxes



#### 7.30.4 Tremolite/Crocidolite; (blue)



### 7.31 **WHO MAY CONTACT YOU TO IDENTIFY ASBESTOS:**

- 7.31.1 Homeowners,
- 7.31.2 Tenants,
- 7.31.3 Strata Managers,
- 7.31.4 Body Corporate,
- 7.31.5 Lawyers, and
- 7.31.6 Shop Owners.

7.32 Bonded (sheet form in-situ) asbestos will first be identified as the visual circumstances will be very obvious, but beware not all asbestos products are easy to find, let alone it's identify and trade names.

7.33 Identification: This means to detect, analyse and discover.

7.34 **TRADE NAMES OF ASBESTOS PRODUCTS**: Asbestos comes in various profiles.

7.35 Profile Names of asbestos are:

- 7.35.1 Super six, Corrugated, AC Sheeting/Hardiflex/Villaboard, brick panelling, Tilelux, Asbestolux, Fibrolite, Colourbord, Shadowline, Coverline, Corner Mould, Cover Strip, Barge Board, Gutter, Downpipe, Hardiplank and Nail fixings.....



**TYPES OF BONDED (non-friable) ASBESTOS.**

SUPER SIX:



CORRUGATED:



AC SHEETING:



BRICK PANELLING:



TILEUX:

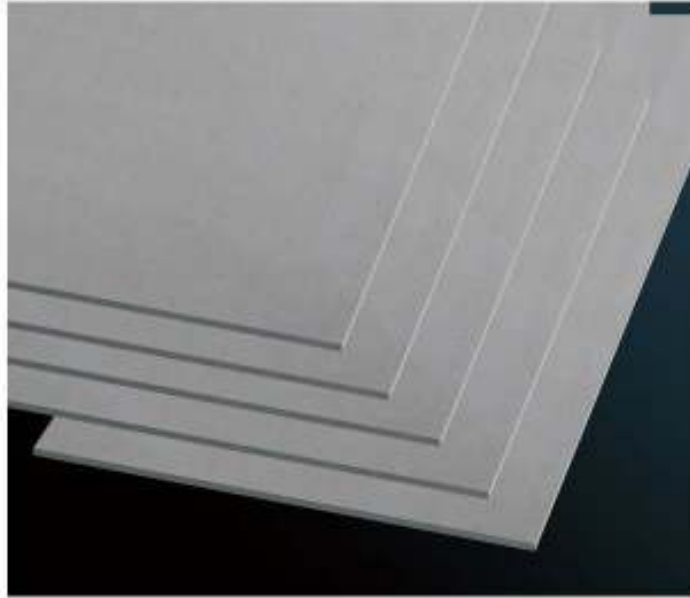


ASBESTOLUX:



FIBROLITE:





COLOURBORD:  
This board contains Calcium Silicate (Non-Asbestos)



SHADOWLINE:



COVERLINE:



CORNER MOULD/COVER STRIP:



BARGE BOARD/RIDGE:



GUTTER:



DOWNPIPE:



HARDIPLANK:



NAIL FIXINGS:

(These are nailed off with the nail head proud of the asbestos sheet surface)

- 7.35.2 The actual content of asbestos in the above building products is an unknown percentage.
- 7.35.3 If you have doubt **THEN YOU MUST SEND YOUR SAMPLE TO THE LABORATORY FOR CONFIRMATION TESTING.**
- 7.36 Other methods of identification of Asbestos products:
- 7.36.1 The use of dumb point nails fixings in sheet asbestos.
- 7.36.2 The use of copper angles.
- 7.36.3 The use of aluminium joiners (looks like the shape on an “H” mould.)
- 7.36.4 The back of some asbestos sheeting will have clear descriptions like “Contains Asbestos” and “Does not Contain Asbestos”
- 7.36.5 Look for any exposed minute fibres at the ends of the sheets. **(WARNING: DO NOT DELIBERATELY BREAK OFF FIBRO EDGES AS HARMFUL ASBESTOS FIBRES MAY BE RELEASED)**
- 7.36.6 The golf ball dimple-look on the back of the sheeting.
- 7.36.7 Be aware of wall cladding that looks like brick, its most likely Asbestos!
- 7.37 Confirmation: After inspecting the entire property you will soon find asbestos products. This is what you are to report on. This is displayed in the Housesafe Asbestos ID Inspection Reporting Template. (Emphasis is added here.)
- 7.38 Your Report: Your report is t tell a story and to describe the details on your true findings.
- 7.39 Conclusion: The final statement of your reporting.

*[End of section 7]*

ACCLAMATION 7:ASBESTOS

IN A DEATH FROM ASBESTOS I WANT  
YOU NOT TO MOURN FOR ME

FOR NOW I'M WHOLE AND RUNNING  
FREE

-----

LOST LIVES

IT WAS NOT A MOMENT TOO SOON  
WHEN THEY SHUT THE HORROR OF THE  
ASBESTOS MINE, AT WITTENOOM



Asbestos fibres as found in the Asbestos mine at Wittenoom

This page is left intentionally blank



## 8 Expert Witness; HS-EXP-2013

- 8.14 THE RANGE IN WHICH YOU ARE EXPECTED TO INSPECT:
- 8.15 NOTE: HS-Inspect-2012: Criteria that show the minimum required to inspect a residential property and the developing of the report, in this case in Expert Form.
- 8.16 An accredited Expert is deemed a properly qualified inspector to provide quality guidance to their client in relation to any features of the dwelling being inspected for Expert Determination.
- 8.17 What is an expert: A person who is very knowledgeable about or skilful in a particular area? To be sound and just in your findings.
- 8.18 What is an expert witness: A person whose level of specialised knowledge or skill in a particular field qualifies them to present their opinion about the facts of a case during legal proceedings?



- 8.18.1 An expert can be anyone with knowledge of or experience in a particular field or discipline beyond that to be expected of a layman.
- 8.18.2 An expert witness is an expert who makes this knowledge and experience available to a court (or other judicial or quasi-judicial bodies, e.g. tribunals, arbitrations, official enquiries, etc.) To help it understand the issues in a case and thereby reach a **sound** and **just** decision (hence the “Burden of Proof”)



8.18.3 Moreover, an expert witness is paid for the time it takes to:

- form an opinion and, where necessary,
- support that opinion during the course of intended litigation.

8.18.4 An expert witness is not paid for the opinion given, and still less for the assistance that opinion affords the client's case.

8.18.5 **What is expert evidence? (PROOF)**

8.18.6 The fundamental characteristic of expert evidence is that it is opinion evidence. Generally speaking, lay (*amateur / inexperienced*) witnesses may give only one form of evidence, namely evidence of fact.

8.18.7 They may not say, for example, that a vehicle was being driven recklessly, only that it ended up in the ditch. In this example:



8.19 **Roles of the expert!**

8.20 The expert might take on a number of roles.

8.20.1 When advising a party, but there is no intention of putting the expert's opinions before the court, the expert is known as an expert advisor.

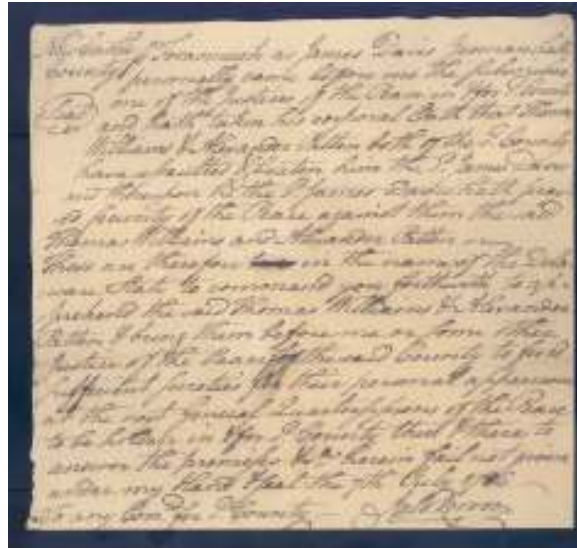
8.20.2 If the expert advisor is working 'behind the scenes' in a claim before the court, the term shadow expert is often used instead.

8.20.3 An expert instructed by just one party in a claim, and whose opinion is to be put before the court, is an expert witness proper, or party-appointed expert.

8.20.4 If the expert witness is instructed by all the parties in a claim, then the single joint expert epithet applies.

8.20.5 In a complex claim, involving many experts, one expert witness may be appointed the lead expert.

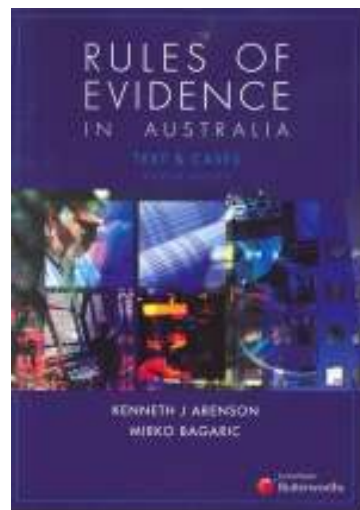
8.20.6 Finally, the Civil Procedure Rules (CPR) (a technique) also introduced the role of a truly court-appointed expert. Known as an assessor, this type of expert appointment is seldom seen in practice.



PROOF OF A STATEMENT

8.21 What is a Code of conduct: A set of rules outlining the responsibilities of or proper practices for an individual, party or organisation?

8.22 What are the Rules of evidence: A rule of law whereby any alleged matter of fact that is submitted for investigation at a judicial trial is established or disproved?



8.23 What is evidence: Anything presented in support of an assertion or the available body of facts or information indicating whether a belief or proposition is true or valid.

## 8.24 Types of reports:

Have you been instructed to provide an Expert Report?

If yes determine if your report is to be in Draft form, Preliminary form or Supplementary form.

Draft: implies your report is incomplete so be aware that your fee structure may be altered somewhat from your original intention.

Preliminary: means your first report.

Supplementary: is in addition to you preliminary report.

8.25 Fee proposal: Have you been instructed to provide an Expert Report? If yes you must first provide a fee proposal so your instructing client is aware and acknowledges your fees for all services, refer to the example below:



*Heading:* **FEE PROPOSAL (example only)**

*Dated:*

*Proposal sent to client by:*

*To:*

*Ref:*

*Site:*

*You're Ref:*

**Attention:**

Further to a request from yourselves, I thank you for the opportunity to provide you with our fee proposal to provide an expert report and any other reports and schedules as required by you for the purposes of assisting in the above matter for yourselves and or your legal representatives. My proposed Scope of Works and Commercial Terms are set out below, and are based on initial phone conversations and emails from you dated.....

Based on the instructions and information now received, I will be required to inspect the site for..... (defects and non-compliance) under relevant Building Codes and Australian Standards as well as under the Home Building act 1989 and provide a preliminary report in readiness for a proposed claim.

I am based in.....

Our terms of payment are..... prior to releasing any of the reporting documentation. This is subject to acceptance of this fee proposal and its terms agreed to.

**Scope of Work:**

I understand that an expert report is required on..... (defective and non-compliant) issues in relation to a property at.....

The court jurisdiction is confirmed and I agree to be bound by the required code of conduct of.....

My scope of works would probably include the following:

- ❑ Receipt of instructions from you and or your legal representatives;
- ❑ Review of all the documents provided by you on.....;
- ❑ Attendance at the site to inspect the property.....,once written acceptance has been received:
- ❑ Attendance at conferences with yourselves, your Lawyers, Counsel and other parties as may be directed from time to time to discuss and provide advice on this issue:
- ❑ Preparation of a preliminary..... report as required:
- ❑ Preparation of other supplementary reports as and when required as additional costs:
- ❑ All associated colour printing costs will be charged as required in addition to the fixed pricing within this fee proposal:
- ❑ Other work as directed or required from time to time, including discussions with Lawyers, briefing Counsel, preparation of affidavits, supplementary reports, attendance at site Conclaves or References and Appearance to give evidence, when required:

**Relevant Experience:**

This matter will be undertaken by..... (us, me or.....)

I am a building and construction consultant with .... years' experience within the property and construction industry including ..... years as a construction consultant reporting on existing buildings and the specification and inspection of rectification works for residential buildings.

I have experience in preparing Expert Reports for and providing evidence in (VCAT, QCAT, CTTT/NCAT and the Local, District, Supreme) Court of (NSW, QLD, VIC, SA, WA.)

A full CV is attached to this fee proposal. (or email)

**Methodology:**

I recognise that the cost of obtaining expert evidence is not small, so care is required in providing value.

In my experience, there is no commercial sense in pursuing any defects that are deemed as minor or frivolous:

- ❑ Matters which should normally be rectified as a matter of ongoing building maintenance, such as hairline cracks in walls, loose door handles, etc:
- ❑ Matters which have arisen as a result of post-construction alterations carried out at the direction of the owners, tenants or someone else other than the builder or developer or of any previous homeowners:
- ❑ Matters where it cannot be demonstrated that the defect results from the failure of the builder to do something properly:
- ❑ Frivolous claims:

In order to control the costs to the Owner's and, as far as possible, maintain the opportunity to apply commercial judgement to the expert investigation process as it proceeds, I propose to carry out my investigations and inspection in a staged manner.

This means I will provide yourselves and or your Lawyers with a full photographic report that is relevant to the Expert Witness Code of Conduct.

Should I find the need to call in other specialist consultants when issues are out of my areas of expertise I will advise as and when required?

**Fees and Commercial Conditions:**

My fees for the scope of work described above will be charged as follows:

..... @ \$.....00 per hour, (or a fixed price can be entered into if applicable) inclusive of any briefing of Counsel, or Court/Tribunal, Reference, Mediation, Arbitration or Conclave attendance, Inc GST.

Clerical Assistance @ \$.....00 per hour, Inc GST.

**Please Note:**

The above rates are only applicable if additional works are directed to us from you after the site inspection and report has been provided.

The **fixed cost** to inspect the property and provide the..... (initial preliminary defect report and Scott Schedule) showing the rectification and completion costs in readiness for the Court/Tribunal on the alleged defective works is **\$.....-00** including GST.

Should I be requested to attend any Hearings the cost is **\$.....-00** for each occurrence including GST.

I am not in a position to provide a total works fixed quote for any additional works over and above the initial inspection and preliminary report, as I am unable to predict the further instructions which I may receive from you in response to my findings.

My schedule of fees is based on the following conditions:

- ❑ My fees are valid for 12 months. My hourly rates and charges will increase by the greater of the CPI rate and 5% per annum should my engagement last more than 12 months from the date of instruction:
- ❑ **I will require payment prior to the release of our report/s or as otherwise agreed payment is due within ..... days of receipt of reports:**
- ❑ Invoices will be due for payment upon receipt. We reserve our right, without further notice to suspend all works until such outstanding invoices are settled:
- ❑ Reports are not released until paid for in full:
- ❑ I have not allowed for the cost of any specialist testing or investigations:
- ❑ My report(s) will be based on documents provided to me and visual inspections only of areas with safe access unless specialist testing, investigation or access is agreed in writing:

- ❑ My report(s) will not purport to provide a guarantee or warranty of the adequacy or future performance of the aspects of the property considered. The report(s) will be provided as a record for the Client of the status of the specific problems only at the time of the inspection(s):
- ❑ My report(s) will not be used or relied upon by any person other than the Client or as required by their Legal Representatives:
- ❑ I am not a pest inspector:
- ❑ I am a (licensed builder, a pre-purchase building inspector, new construction inspector, expert witness and a construction consultant.)
- ❑ Any expert reports or expert evidence provided to a Court or Tribunal will be prepared in accordance with the Expert Witness Code of Conduct and will be done so on the understanding that my duty in such matters will be to provide assistance to the Court or Tribunal, and not to act on the instructions of the Client or to serve the Client's interests to the detriment of our duty to the Court or Tribunal:
- ❑ Your Lawyers will be authorised to provide further directions to us, if required:
- ❑ Variations or additions to my scope will be charged on a time basis as itemized above:

**ACCEPTANCE:**

Should the above be acceptable then the engagement can be formalised by requesting that I proceed to carry out work on the above project.

Please provide me with your CLIENTS Visa/MasterCard credit card details for payments.

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_ Expiry \_\_\_\_/\_\_\_\_

**OR: Direct Deposit bank details:**

Bank:..... BSB:..... Acc No:.....

Acc Name:.....

The request to carry out work can be done either orally or in writing by signing below and faxing this document to .....or emailing to .....

I trust that the above is satisfactory, but please let me know if you have any queries or further instructions.



I look forward to being able to assist you in this matter and once acceptance is received I will call you for an immediate meeting to discuss issues and provide a report normally within ..... days depending on the quantity of issues relevant to this matter.

I acknowledge that upon signing this fee proposal that I have read and understand the terms and conditions within.

Acceptance signature/s here .....

Please print your name/s here .....

Acceptance signature/s here .....

Please print your name/s here .....

Dated.....

Yours faithfully,

Signed by.....

8.26 Deed of Agreement: If a settlement in the matter is proposed then a “Deed of Agreement” can be entered into.

A deed is intended to improve initiating negotiations.

These negotiations make for a successful transaction.

This Deed will need to clearly describe the terms of the agreement. The items agreed to item by item. In the event monies are owing then all terms of payment and acceptance signature sections are required to be provided within the deed.

All parties must acknowledge this deed to fulfil such agreement.



8.27 Settlement: This is when the matter has settled and no other claims can arise from the deed of agreement of such settlement as acknowledged.

8.28 Alternative Dispute Resolution: (ADR) A process where negotiations take place instead of court proceedings.

KNOW THIS PROCESS INSIDE OUT!

8.29 Dispute Avoidance Processes: (DAP's)

- Follow the 5 elements of contract law,
- Mitigate risk,
- Make plenty of contemporaneous notes,
- Provide photographic evidence of all findings,
- Copious notes and journalise what happened,
- Acknowledgement is king.
  
- Primary process: prevention,
  
- Secondary process: detection,
  
- Tertiary process: more focus on the prevention
  
- This process is also formalised as success in management where as a standard process is formulated to avoid disputes in the first place.
- KNOW THIS PROCESS INSIDE OUT!

8.30 Types of reporting: (This has emphasis added being the second time in this criterion document)

- Draft: **Be careful** of a draft report as it implies incompleteness and may only be in summary form.
- Preliminary: This is your **first** report at the beginning of a matter.
- Supplementary: This is a report in **addition to** your preliminary report.

8.31 Efficient Resolution Processes: This process is a well organised process similar to other dispute resolution.

- 8.32 Jurisdictions': The Court system consists of various jurisdictions. Tribunal is a form of a hearing as like in a court. Decisions can be binding. Local, District and Supreme Courts are the NSW Courts. Other states have similar names and these names should be understood.
- 8.33 Some courts have public galleries which you should assess to learn procedure.
- 8.34 Building Codes and Australian Standards: These documents are the documents only used to assess a defect, incomplete and or non-compliant works where proof is required or subpoenaed to provide.
- 8.35 Guides: A guide is only that, a guide. It is not a mandatory legal document and should not be used as such. Purely or information and not instruction.
- 8.36 An Expert Report: The following format and methodology is what is commonly used in most jurisdictions'. Some lawyers and barristers may require a more detailed and comprehensive approach to report writing.

Front page layout:

Report name:

*on:*

(Nature of the report) .....

*At site:* ..... (Address of the property)

*between:*

*(The Client)* .....

(Your client whether Applicant/Plaintiff or Respondent/Defendant)

Mob: ..... Email: .....

*and:*

*(The Contractor/Inspector)* .....

Ph:..... Email: ..... Lic No: .....

Claim Ref File no: .....

PROPERTY INSPECTION DATE: .....

REPORT PREPARATION DATE: .....

REPORT REF NO: .....

Commissioned By:

The Contractor/Client/Homeowner:

Prepared By:

.....

2<sup>nd</sup> page layout:

INDEX:

- 1/ QUALIFICATIONS & EXPERIENCE of
- 2/ REPORT INTRODUCTION (Background & Commission)
- 3/ DOCUMENTS PROVIDED TO ME
- 4/ MY OPINION, PHOTOGRAPHS & ASSUMED FACTS
- 5/ MY INVESTIGATIONS
- 6/ CONCLUSION / ESTIMATED COSTS OF RECTIFICATION
- 7/ ATTACHED ANNEXURE'S

3<sup>rd</sup> page layout:

1/ QUALIFICATIONS & EXPERIENCE of .....:

I have participated, studied, trained and worked within the ..... industry since .....

I have carried out property inspections since .....

I acquired my practical knowledge and experience as a qualified .....

I have achieved my .....experience by assessing the adequacy, compliance and condition of properties by way of ..... inspections.

I have carried out ..... of inspections within this time.

I am a licensed .....with over ..... years experience within the industry.

I am an accredited .....with membership to .....

I am a member of reputable Organisations and Associations where I further my training, knowledge, education and experience.

I obtain in excess of the required CPD "Continuing Professional Development"

A copy of my Curriculum Vitae is annexed to this report which sets out my qualifications and experience in the building, construction and inspection industry. (CV is attached as **Annexure "A"**)

4<sup>th</sup> page layout:

2/ REPORT INTRODUCTION (Background & Commission:)

**Duty to the CTTT / NCAT / VCAT / QBSA:**

I affirm I have read the Expert Witness Code of Conduct and agree to be bound by that code. (Code is attached to the end of this report as **Annexure "B"**)

Or....**Duty to the Court:**

I affirm I have read the Expert Witness Code of Conduct of the District Court Rules and agree to be bound by that code. (Code is Attached to the end of this report as **Annexure "C"**)

I have made all enquiries, which I believe are appropriate in relation to this matter.

I have prepared this report in response to instructions received from ....., regarding ..... works and a pending dispute between themselves (*hereinafter referred to as "the ....."*) and ..... (*hereinafter referred to as "the homeowners."*)

My Instructions in this matter were provided to me by email / verbal / letter;

I provided my fee for services to the ....., which was subsequently accepted.

I am of the understanding this dispute encompasses alleged incomplete and defective building works to the property at ....., (*hereinafter referred to as "the property."*)

The ..... has engaged me as their expert to document and report on the issues and provide a report for a pending hearing.

It is my opinion after my site inspection on ..... that: .....,

*(Definition of **Incomplete**: not complete, partial, deficient, undersupplied, lacking in part and is unfinished.)*

*(Definition of **Defective and or Defect**: marked by subnormal structure or function, imperfect, failing and or deficient. Defect is a general word for any kind of shortcoming or imperfection.)*

I inspected the subject property at .....PM on .....

I entered the site.

I provided my identification to the ..... and access was provided.

I made various notations / copious notes on the instructions I was given.

I took several photos of my various observations.

These photos of my findings are in the body of this report.  
My travelling and initial site inspection took approx .....hours.

My opinion is limited to the observations and findings from my site inspection and on specific documentation, the contactor has provided me.

I have adopted this practise so that any assumptions from my observations I have made are encapsulated within the matter being discussed and therefore immediately obvious to the reader of this expert report.

5<sup>th</sup> page layout:

3/ DOCUMENTS PROVIDED TO ME:

To assist me in forming my opinion from my observations, I have regard to emails and documentation I have received from the .....

Copies of emails received are from ..... to the current date.

Copy of..... dated.

Copy of..... dated.

6<sup>th</sup> page layout:

4/ MY OPINION, PHOTOGRAPHIC EVIDENCE & ASSUMED FACTS:

**Methodology:**

In compiling my observations, (photographs) and opinions, I have commented on only the related issues and matters arrived out of the instructions I have received.

Where I have made any assumptions in formulating my opinion, I have included those assumptions in the body of this report at the relevant issue being discussed and in relation to the photograph at hand.

I have adopted this practise so that any assumptions I have made are encapsulated in the matter being discussed, and therefore immediately obvious to the reader of this report.

The ..... has instructed me;

to .....

I do not become entwined in any negotiations between Lawyers and Clients unless instructed to do so.

As an expert, the expressed opinions within this report are mine and not opinions of any other influencing entity.

I accessed the property by.....

The works consist of.....

The following photographs and their descriptions are of my findings which show my observations at the time of my inspection.

I will also add in items or excerpts for the building contract provided that in my opinion apply to this following photographic evidence.

Section:

Fig 1: ..... (description of findings)

PLACE PHOTOS HERE AND EACH DESCRIPTION

Works to these ..... are defective / incomplete / non-compliant.

The defective areas need immediate rectification.

It is evident within the contract document that some items are under a provisional allowance therefore in the event a Scott Schedule is required these provisional allowances are the only amounts to be used in the schedule.

7<sup>th</sup> page layout:

5/ MY INVESTIGATIONS:

In preparing this report I have referred to the following referenced documents:

.....  
.....  
.....

I have read and reviewed the emails and documents provided and referred to in this matter.

At the time of my inspection, I did **NO** Invasive measures of Inspection.

My inspection was a visual only inspection.

At my inspection I used the following tools to assist me in my inspection process.....

8<sup>th</sup> page layout:

6/ CONCLUSION / ESTIMATED COSTS OF RECTIFICATION:

This Report gives my opinion, which is substantially based upon my experience within the building, construction and inspection industries, and in part, upon my enquiries and on the evidence I have read and to which I have been instructed on.

Based on my expertise, my observations and my findings both at my inspections and within this report, I have formed an opinion that the

.....  
.....  
.....

A detailed Scott Schedule (*showing the costs of rectification*), can be obtained to confirm estimated costs of rectification and or completion works as and when required.

*Place Photo of Expert Here*

.....  
*(Experts Signature)*



9<sup>th</sup> page layout:

7/ ATTACHED ANNEXURE'S:

**Annexure "A"** Curriculum Vitae of .....

**Annexure "B"** ..... Expert Witness Code of Conduct.

**Annexure "C"** Expert Witness Code of Conduct.

**Annexure "A"**

**PLACE YOUR CV HERE**

**Annexure "B"**

**PLACE THE APPROPRIATE CODE OF CONDUCT HERE**

**Annexure "C"**

(Example of:)

**EXPERT WITNESS CODE OF CONDUCT** District Court of NSW (Part 28, rule 9C and Part 28A, rule 2)

**Application of code**

1. This code of conduct applies to any expert engaged to:

- (a) provide a report as to his or her opinion for use as evidence in proceedings or proposed proceedings, or
- (b) give opinion evidence in proceedings or proposed proceedings, or
- (c) inquire into and report on a question under Part 28A as the Court appointed expert.

**General duty to the Court**

2. An expert witness has an overriding duty to assist the Court impartially on matters relevant to the expert's area of expertise.

3. An expert witness's paramount duty is to the Court and not to the person retaining the expert.

4. An expert witness is not an advocate for a party.

### **The form of expert reports**

5. A report by an expert witness must (in the body of the report or in an annexure) specify:

(a) the person's qualifications as an expert, and

(b) the facts, matters and assumptions on which the opinions in the report are based (a letter of instructions may be annexed), and

(c) reasons for each opinion expressed, and

(d) if applicable—that a particular question or issue falls outside his or her field of expertise, and

(e) any literature or other materials utilised in support of the opinions, and

(f) any examinations, tests or other investigations on which he or she has relied and identify, and give details of the qualifications of, the person who carried them out.

6. If an expert witness who prepares a report believes that it may be incomplete or inaccurate without some qualification, that qualification must be stated in the report.

7. If an expert witness considers that his or her opinion is not a concluded opinion because of insufficient research or insufficient data or for any other reason, this must be stated when the opinion is expressed.

8. An expert witness who, after communicating an opinion to the party engaging him or her (or that party's legal representative), changes his or her opinion on a material matter must forthwith provide the engaging party (or that party's legal representative) with a supplementary report to that effect which must contain such of the information referred to in paragraph 5 (b), (c), (d), (e) and (f) as is appropriate.

9. Where an expert witness is appointed by the Court, the preceding paragraph applies as if the Court were the engaging party.

### **Experts' conference**

10. An expert witness must abide by any direction of the Court to:

(a) confer with any other expert witness, and

(b) Endeavour to reach agreement on material matters for expert opinion, and

(c) provide the Court with a joint report specifying matters agreed and matters not agreed and the reasons for any non-agreement.

11. An expert witness must exercise his or her independent, professional judgment in relation to such a conference and joint report, and must not act on any instruction or request to withhold or avoid agreement.

8.37 Quality Assurance: A quality system put into place to allow easy identification of defects and non-compliance. The two principles in Q&A are “**Fit for purpose**” and “**Right first time.**”

8.38 Scott Schedule: A document of quantum, “**How Much**”. Where labour and materials are costed in a format to satisfy the client, the defendant and the judge or tribunal member. Costs are nominally calculated from a cost book like Rawlinson’s or Cordell’s. (Refer to example below☺)

Item no:	Reference to reported item:	Cost of rectification works	Total:	Defendant comments:	Total:	Judges comment:

8.39 Fraud: A false representation of a matter of fact. Whether by words or by conduct, by false or misleading allegations, or by concealment of what should have been disclosed, that deceives and is intended to deceive another/s so that the individual/s will act upon it, to his or her legal injury.

8.40 Advocacy: To support or to recommend a particular cause or policy. Never fall for other individual that shows intent to incriminate you into such belief. Intentional influence of others.

8.41 Unjust Enrichment: A general equitable principal that no person should be allowed to profit at another’s expense without making restitution for the reasonable value of any property, services, or other benefits that have been unfairly received and retained.

8.42 Copyright: Its heart of this intangible right is based on the form of expression of an individual creator. Its intent is to protect the form of expression of ideas.

8.43 Cross Examination: OK, get ready for a ride. Listen carefully to every question. Short and direct answers are better here. This is where the defence asks you questions about you, the expert on one’s credibility, ability and integrity as to what you the expert, has written in a report. A direct examination of implied and provided evidence. The questioning of a witness during court matters by the party opposing the one who asked the person to testify in order to evaluate the truth of that person’s testimony.

8.44 Judgement: As an expert, NEVER give your own judgment or opinion on what the end results should be. This is not a role of an expert. Best to leave this up to the courts and tribunals. Some decisions may be provided and or reserved by the tribunal member or judge. (Remember: "You rarely get justice, you only get decisions!")



Some experts have a fear of Judgement!

8.45 "What Is The Loss:" This is a term you will hear often? Make sure you have the right answer available.

- Loss of Amenity: loss of amenity of a part or whole of a property or for loss of the amenities of life,
- Loss of Value: a diminution of value of an object, person or thing,
- Loss of Aesthetics: a drop in beauty of what it could have been or once was,
- Pecuniary Loss: a quantum calculation of a monetary loss,
- Consequential Loss: are losses you can prove occurred because of the failure of one party to meet a contractual obligation. They go beyond the contact itself and into the actions garnished from the failure to fulfil.

8.46 Latent Conditions: Are referred to as differing site conditions than that at the original inspection or findings of a discovery.

- 8.47 Guilt by Association: The attribution of guilt (without proof) to individuals because the people they associate with is in fact guilt.
- 8.48 Chain of Causation: A series of event, each of which was caused by the immediately previous event.
- 8.49 Home Building Act: Acts like the Home Building Act, Trade Practices Act and alike, are to be followed and understood fully as in trials and tribunal matters an Act is often referred to. Know them! These Acts are always subject to change so ensure you remain up to date with such revisions in legislation.
- 8.50 **Terms of Reference**: It's OK to innovate and develop a more prudent way of investigating what you believe is right. Go the distance!
- 8.51 Only make statements you have backed up with proven facts.
- 8.52 Ensure that if a standard or code is not discoverable that an alternative decision achieves the right performance of it provision.
- 8.53 Statements you should AVOID:
- I have always done it this way!
  - You have to speak to the CEO for confirmation!
  - In my experience, this is the only way to do it!
  - Don't you use that torch to determine the defect!
  - The standard is wrong!
  - Never heard it done that way before.....
  - My mate is a builder and he said it should be done this way!
  - How will i know if you are using the correct standard!
  - Just make these simple changes to your report for me!

*[End of section 8]*

ACCLAMATION 8:LAWYERS

HOW MANY LAWYERS JOKES ARE IN  
EXISTENCE?

ONLY THREE!

ALL THE REST ARE TRUE STORIES

-----

WHAT IS THE DIFFERENCE BETWEEN A  
LAWYER AND A FISH?

ONE IS A BLOOD SUCKING BOTTOM  
DWELLER AND THE OTHER ONE  
IS A FISH!



This page is left intentionally blank

## 9 New Construction; HS-NC-2013 (INFORMATION & CRITERIA)

- 9.14 THE RANGE IN WHICH YOU ARE EXPECTED TO INSPECT:
- 9.15 NOTE: HS-Inspect-2012: Criteria that show the minimum required to inspect a residential property and the developing of the report.
- 9.16 An accredited inspector is deemed a properly qualified inspector to provide quality guidance to their client in relation to any features of the dwelling inspected.
- 9.17 Criterion to show the minimum requirement to inspect a new residential dwelling for Frame (lock-up), Final (PCI), Defects and Warranty stages and the developing of the report.
- 9.18 Criterion of an acceptable procedure in residential construction.
- 9.19 **Design stage:**

9.19.1 Choosing a designer being an Architect (what we call an artichoke ☺) or a design draftsman,



- 9.19.2 Once again consumer testimonials are imperative here so the selection process is made easier. Read and appropriately assess the testimonials, contact these people to ensure they were satisfied not only with the design but the support and service received.
- 9.19.3 One really good question to ask the chosen designer is, “What do you do in the event the design doesn’t work or meet the BCA/NCC performance provisions?” Get the answer in written form.
- 9.19.4 In the BCA/NCC books it is clear about performance provisions and alternative solutions. Performance provisions are routine requirements that are essential to be met. Alternative solutions are where different methodology is used to solve a problem with an element of design or construction. These alternatives are acceptable provided they meet their intended performance.



## 9.20 **Development Application and CC stage:**

9.20.1 A DA, BA and CC are acronym's for terms used in submission of plans, designs and specifications to your local council, building surveyor, similar approval authorities or with a PCA (Principal Certifying Authority.)

9.20.2 A DA is a Development Application where Council assess the intended development and improvement on the site to ensure it meets their planning criteria.

9.20.3 A BA is an old term used for a Building Application which in today's times is called a CC, Construction Certificate (NSW). A construction certificate is the actual approval to proceed with the construction of the intended and DA approved design.

9.20.4 This process can take up to 6 months to gain approvals in some cases.

## 9.21 **Foundation Assessment:**

9.21.1 The foundation is the soil or the earth matter the new construction is being built on.

9.21.2 To assess a dwelling's foundation is to determine its strength and this is mostly carried out by a Geotech Engineer. They drill down into the soil or strata of the foundation to determine the depth of each layer of clay, shale or rock type.

9.21.3 Clay comes in many types, colours and reactivity.

9.21.4 The CSIRO have a document available to download on the internet describing the various soil and clay types.

9.21.5 Once the Geotech Engineer has determined the soil and foundation type this report is passed onto the designing Engineer to design the slab and or footing structure required to support the new construction on the assessed sites foundation materials.



Soil testing

## 9.22 **Commencement:**

9.22.1 Time to begin.

9.22.2 This can be an exciting time or a stressful time.

9.22.3 It is good to advise your clients to ensure all conversations are documented.

9.22.4 All “Hearsay” conversations are excluded and may not be used as evidence.

9.22.5 The homeowner and the builder must always acknowledge to each other on a regular basis to ensure all is understood throughout this process.

9.22.6 Clarity is king here!

9.22.7 Ensure the builder has a schedule to work to and time management is being acknowledged.

## 9.23 **Slab stage:**

9.23.1 The site is now cleared, cut and filled, levelled and piers have been laid.

9.23.2 Formwork up, plumbing and drainage in, pest management in place if applicable and steel reinforcement in place.



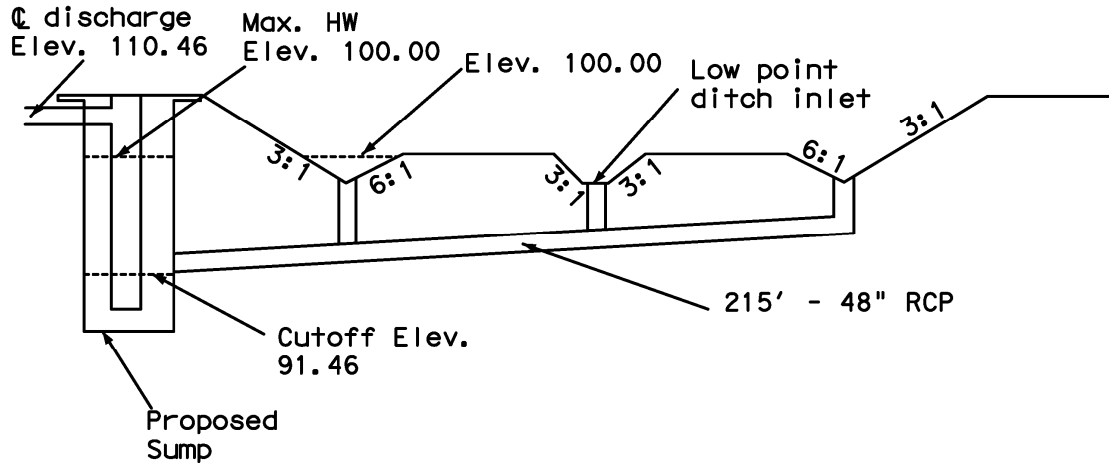
9.23.3 Preferably before the concrete is poured the consulting Engineer should provide the Structural Certificate for the steel reinforcement.

9.23.4 Advise to check measure the formwork prior to the concrete pouring to ensure the slab is as per the planning and its intended dimensions.

9.23.5 Once again acknowledgement is king here.

## 9.24 Site Drainage:

9.24.1 This element of construction is so imperative to ensure the stability of the sites foundation and plays an integral part in the intended support of the new construction. (An example below, subject to design requirements)



9.24.2 All Australian properties must have (emphasis is shown here) site diversion drainage and surface inlet points at no more than at 6.0meter centres with appropriate foundation grading into these inlets.

9.24.3 No dwelling or similar construction is to have a nuisance caused by surface waters of any description. Meaning that surface waters must not pond against or under a residential construction.

9.24.4 A dwelling or similar construction must not cause a nuisance into a neighbouring property by surface waters of any description. Meaning that surface waters must not enter a neighbouring property adjoining a residential construction.

9.24.5 The intention of this criterion is to advise homeowners to allow themselves to acknowledge the effect of such issues related to water and its drainage on their property.

9.24.6 Roof drainage is intended to flow along a guttering surface and into compliant downpipes and stormwater drainage.

9.24.7 Site drainage can sometimes be overlooked due to the homeowner being instructed to carry out their landscaping to save money in the original construction.

9.24.8 Poor site drainage can lead to Mould infestation causing serious health issues.

9.24.9 All concrete paths, paving, pool areas and recreational areas must provide drainage inlets.

9.24.10 It is acceptable for front yard areas to have appropriate falls to the front kerb and guttering being away from the neighbouring sites and the dwelling construction.

9.24.11 A Hydraulic Engineer is an ideal individual to design and advice on site drainage acceptable for the intended construction.

## 9.25 **Brickwork:**

9.25.1 Masonry products must be compliant with some certain criteria which must be met, *being:*

- Bed joint thickness must not be under 7mm or over 13mm and have a standard joint size that is mostly 10mm,
- Perp joint thickness must not be under 5mm or over 15mm and have a standard joint size of mostly 10mm,
- Bricks must not be lipping more than up to 3mm,
- Brickwork is to appropriately cleaned,
- When a masonry surfaces and mortar jointing are to be pressure cleaned the nozzle of the pressure washer must be the required distance away from the products surface so as to not damage and or disfigure the masonry surface,
- Approved acids or cleaning chemicals can only be used. Refer to the manufacturers fact sheets in relation to chemical use,
- A very handy booklet in PDF form can be downloaded off the internet called "Think Brick Australia" Read it,



- The brick manufacturers have "Terms and Conditions" on their websites that advice anyone willing to search about the effects of chipped bricks during the delivery and installation process,

- Any chipped bricks more than 8mm in diameter can and may be deemed defective and should not be installed,
- A fair and reasonable acceptable percentage of chipped bricks under 8mm in diameter is any amount up to 5% of the total quantity laid,
- Plumbness of masonry walls should not be greater than 15mm in a single story and not greater than 25mm in a two story residential construction,
- An acceptable ratio of mortar mixes is 5:1:1, 5 sand, 1 cement, 1 lime, however other acceptable methodology may be adopted,
- Air entrancing products may be used provided they are applied,
- Expansion joints to be out into place every 6.0mtres,
- Weep holes are no longer required to be installed under brick sills, but other existing regulations apply,



Brickwork examples:

## 9.26 **Wall and Roof Framing:** Timber and steel framing.



9.26.1 Areas of wall and roof framing should be certified by the frame and truss manufacturer.

9.26.2 In the event framing is made on site in scantling form then the certifying authority must certify its compliance. By Local Council, PCA or Building Surveyor,

9.26.3 Some examples of what is found at frame and roof inspections:



Wall bracing fouled by steel columns



Studs and veneer ties to be placed within 250mm of expansion joints in brickwork



Truss speed bracing must be fixed appropriately to the underside of the top wall plates



Hot water unit copper pipes must be separated from galvanized boxing frame



Stud trimming incomplete under frame alterations



Shear blocking incomplete above internal braced walls



Incomplete wall studding to the external corner areas of steel columns





Waterproofing to be certified by the installer and appropriately approved by the Certifying Authority



Copper pipes must be separated away from galvanized wall bracing



Timber wall trimmers to be installed around the bath perimeters



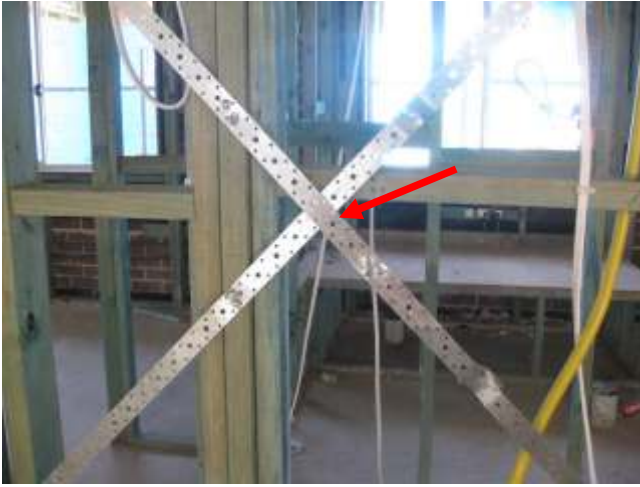
Hoop iron strapping must be fixed as intended to roof pitching beams



Rectify broken or damaged roof truss tension bracing and or bottom chords



Bare copper pipes must not be in contact with A/C ducting materials



It is a recommendation only that where all the wall frame braces pass over each other that they are separated with insulation to prevent interior wall cavity knocking in the future



Bottom plate or skirting blocks to be provided to step down slab areas

#### 9.26.4 General notes to install at frame inspection reporting:

- Tops and bottoms of all external and all of the internal wet area doors should be sealed, once they have been installed. This will be re-inspected at the final PCI completion inspection,
- i/ WC Cistern's wall blocking is yet to be fitted to some areas only, *(these blocks are only required if the WC suite specified is to be a wall mounted unit and not a pan mounted unit,)*
- ii/ dryer units wall mounting blocks are yet to be fitted at 2.1 to 2.3 centres, *subject to the Builders contract Specifications,*
- iii/ wall blocking for any future wall mounted Plasma/LCD TV unit, are not a requirement under a building contract and if required would normally be a variation, but are essential to be installed at this frame stage.

- The garage slab floors need protecting during this construction process as they are intended to be a future finished surface,
- It is recommended only that all the Rehau water pipes be silicone sealed where they pass over each other and where they pass through wall studs to prevent possible water hammer knocking within the wall cavity areas in the future,
- Windows and sliding and or bi-fold doors will need the manufacturer's service, general adjustment, track clean and lubrication, prior to completion,
- Sliding and or bi-fold door units need their base sill tracks covered and protected during this construction process to prevent construction damage which may hinder the sill and doors intended operation,
- Some sections to the exterior were incomplete at the time of this frame inspection therefore these incomplete external items will be re-inspected upon the completion handover inspection at a later date when required,
- This site needs appropriate surface inlet drainage points to be completed off compliantly and correctly in areas as well as site soil graded as required for falls into the proposed site drainage for compliance with relevant codes of the BCA and or the NCC, *subject to Builders contract Specifications.*
- Any external boundary and or site retaining walls, any concreting or paving and landscaping steps are to be completed, *subject to the Builders contract Specifications.*
- The site safety fencing must remain completely intact (and locked if intended) at all times and must be maintained in a safe standard at all times. Gates should remain locked and under the builders control.
- The site is to be left clean of building debris, site areas to be graded and levelled out appropriately on completion, *subject to the Builders contract Specifications.*

- **(DEFECTS) CATEGORIES AS FOLLOWS:**

- A defect is described as below with “A” to “L” showing the linked section as per this report’s descriptions.
- Each photograph within this report describes works either incomplete or defective and in the following categories.
- Consumers must however realise that at a frame (lock-up) inspection works are still progressing and the Builder’s allocated Site Supervisors will most likely be aware of what we have listed in this report and if not are obligated to rectify under relevant Home Building Acts or similar.

- **Damage:** *(visual disruption resulting in loss of value or the impairment of usefulness,)*
- **Distortion, Warping and Twisting:** *(a change in the shape of an image resulting from imperfections,)*
- **Water penetration:** *(the egress or entry of forms of water and dampness,)*
- **Material deterioration:** *(alteration and a decline of the products original intended finish,)*
- **Operational:** *(not fit for proper functioning and /or ready for intended use,)*
- **Installations & Appearance:** *(inappropriate fitting and finish of a products intended use)*
- **Incomplete Works:** *(works that are yet to be completed as was originally intended and lacking in part)*
- **Safety:** *(a duty to report on these issues to bring it to the attention to the Homeowner)*
- **Defective Works:** *(marked by subnormal structure or function and a general word for a kind of imperfection)*
- **Non-Compliant Works:** *(works that are to be completed as per relevant Australian Standards and or Codes)*
- **General Maintenance Works:** *(works that are to be carried out by the Homeowner)*
- **Inconsistent Works:** *(items not the same throughout and having self-contradictory and conflicting elements)*

## 9.27 **Plasterboard:** (Wall Linings stage)

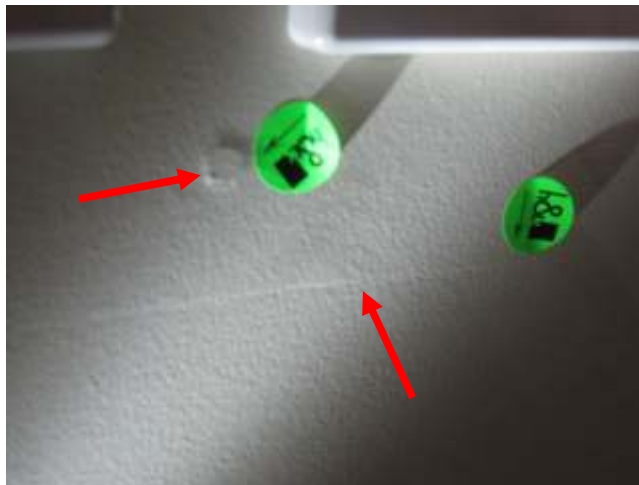
9.27.1 This stage is when the trade (Plasterer's) line the walls and ceilings, tape and set the joints as intended.

9.27.2 There are various finishes of plasterboard for residential construction and the most common used is that all joints must be free of tool marks and ridges.

9.27.3 An easy method to check this is to run over all the joints with strong light to determine the appearance of tool marks and or ridges.

9.27.4 These generally look as if the setting has not been evenly set and or sanded as intended.

9.27.5 Best to mark up all your findings with identification tape of company logo stickers, refer below and the arrows show the ridge marks and a popping nail:

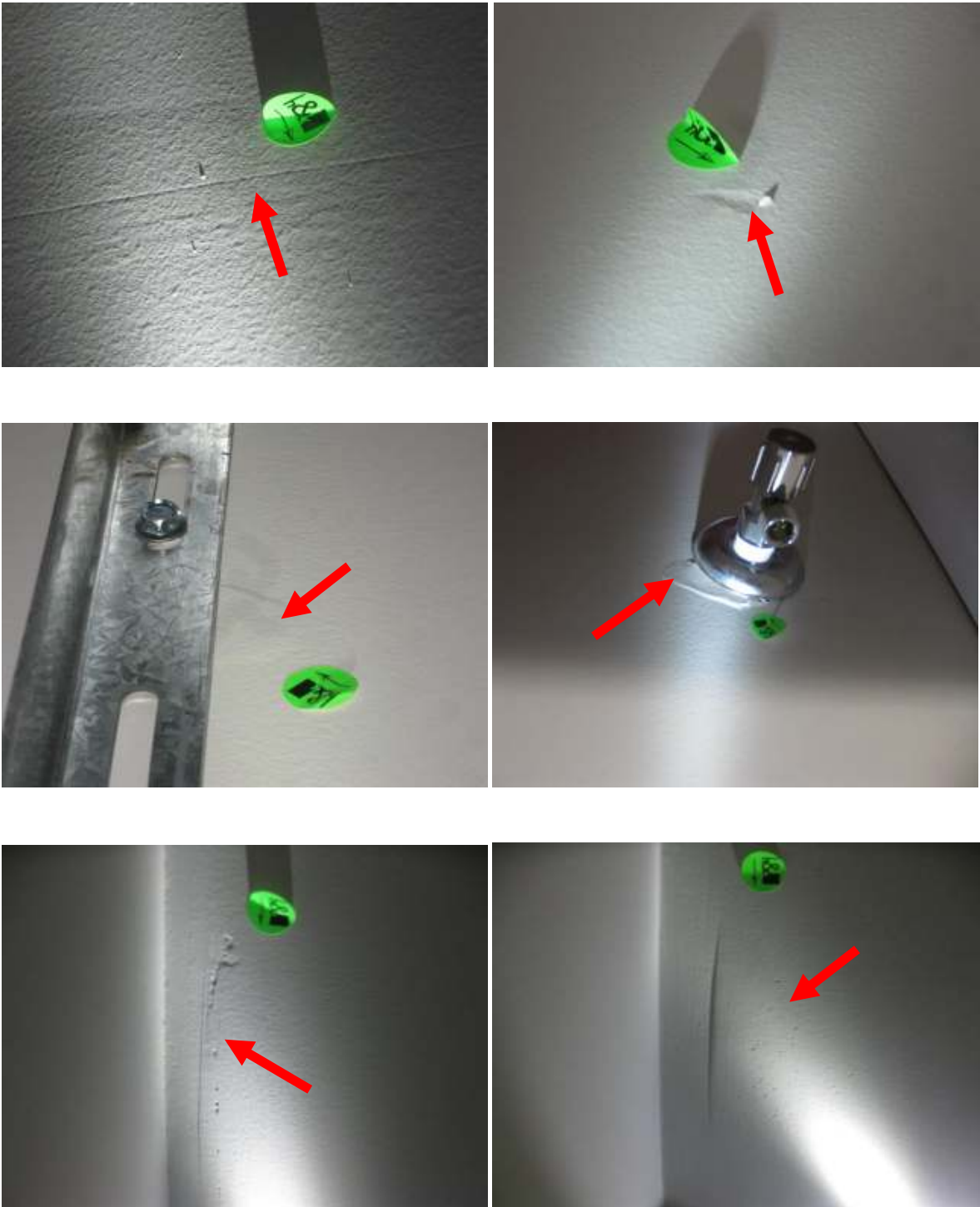


9.27.6 Regardless of the type of plasterboard installed for best results it would be prudent of the inspector to be able to identify how plasterboard is installed, therefore the manufacturer's installation details should be researched.

9.27.7 For best results it would be prudent for builders to have the plasterers run a strong light over the completed joint setting before handing their works over to the painters.

9.27.8 At times costs and competition will not allow this time frame for Tradies to carry out this clarification work, therefore the tradesman is made to come back and reset the joints anyway under the common Statutory Warranty Act. ***Sometimes it just does not pay to rush!***

9.27.9 Some example of what can be found:



9.27.10 Always best to identify and photograph all your plasterboard findings and identify which room and or section the deemed incomplete setting works is in so the report reader can easily identify what and where you are referencing to.

- 9.28 **Practical Completion**: (PCI stage)
- 9.29 PCI stage inspections are called for by the builder.
- 9.30 This stage is determined also by the builder and in some common building contract it may be stated that Practical completion has been reached even in the event some minor items are either incomplete and or defective.
- 9.31 This stage the homeowner and the builder formally conduct a walkthrough and develop a list of what is still required to be completed.
- 9.32 Depending on when the homeowner needs to take possession is determined on this list. **ALL ITEMS** on **“THE LIST”** MUST be completed prior to possession by the homeowner.
- 9.33 In the event a builder makes a comment, “It’s OK to move in, as we will complete “The List” within the 90 Day Defect Liability (Maintenance) Period,” be very aware that a formal deed of agreement is entered into to acknowledge to both parties that these works (The List) will be completed in the time stated and agreed upon.
- 9.34 This inspection is when independence is imperative to ensure that an appropriate “The List” is developed and formally acknowledged by both parties to the original building contract.
- 9.35 The word “practical” implies real; therefore it would be prudent for the builder to ensure it is complete.
- 9.36 This PCI inspection should only be carried out by a Licensed Builder and the original PCA, (Principal Certifying Authority.)



A PCA at work

- 9.37 **Areas Inspected and Not Inspected were:** The inspected areas were the interior & the exterior & sections only of the roof void. The areas not inspected were the roof exterior due to OH&S height restrictions which was viewed with binoculars.
- 9.38 **Purpose & Scope for the Report:** New Construction, Final (PCI) Inspection and to provide a photographic report.
- 9.39 **NOTE:** This note should be placed on the bottom of the first page of the PCI report; *“You must Read the whole Report to understand the significance and actions required concerning this Inspection Report and all associated defects and or incomplete works requiring rectification by your builder.”*



9.40 **Important Information to relay to your clients/homeowners:**

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

9.42 This report is NOT an all-encompassing report dealing with the building from every aspect, yet it is a reasonable attempt to identify any obvious, visible or significant defects and incomplete works visually apparent to the new dwelling construction at the time of the inspection.

9.43 Whether or not a defect is considered significant or not, depends to a large extent on type of the building inspected and whether or not the issue is of any significant non-compliance.

9.44 Incomplete works are not a defect. (Emphasis is added here)

9.45 This report is NOT a Certificate of Compliance with the requirements of any Regulation, Standard, Ordinance or By-law.

9.46 It is not a Structural Report. Should you require any advice of a structural nature you should contact a Structural Engineer or the Engineer associated with this builder.

9.47 This Practical Completion Inspection, (PCI) is NOT an inspection of compliance with any of the builder's or architects contract documents, it is an inspection to check for improper workmanship and non-compliance with relevant Australian Standards and Building Codes for the work viewed on site as of today's date. If Contract Administration and Contract comparison is to be entered into to assess the plans and the building contract with the as built dwelling then additional costs will apply.



9.48 All Builder's warrant their work under part 2C, Section 18B of the Home Building Act 1989. This warranty towards their building work and practice must be met as part of their building contract obligations. In the event this warranty is not met then you the client, (the homeowner), subject to legal advice, have rights to enforce this Act.

- 9.49 **This is a Visual Inspection only:** Which is limited to those areas and sections of this property fully accessible and visible to the Inspector on the date of this Inspection. The inspection DID NOT include breaking apart, dismantling, removing or moving objects including, but not limited to, mouldings, roof insulation, roof sarking, floor or wall coverings, sidings, ceilings or any stored possessions. The inspector CANNOT see inside walls, between floors, inside skillion roofing, behind boxes or furnishings and other areas that are concealed or obstructed. The inspector DID NOT dig, gouge, force or perform any other invasive procedures during this final (PCI) inspection.
- 9.50 **Surface Water Drainage:** The retention of water from surface run off could have an effect on this dwellings foundation material which in turn could affect the slab to this property. Best practice is to monitor the flow of surface water and stormwater run-off and have the water directed away from the house and into appropriate stormwater pipes by a qualified and licensed Plumber & Drainer. Subject to a Builder's contract specifications as to what is being allowed for by the way of surface water drainage and site grading. (Reference: AS2870 Appendix B, B2.3 (a) for site drainage requirements.)
- 9.51 ***ONCE THIS REPORT HAS BEEN EMAILED IT IS THEN DEEMED AS BEING READ AND UNDERSTOOD BY THE CLIENT AND THE BUILDER, UNLESS OTHERWISE NOTIFIED IN WRITING. THIS DOCUMENT MUST BE SENT TO YOUR BUILDING SITE SUPERVISOR FOR THEIR ASSESSMENT SO RECTIFICATION WORKS IF REQUIRED ARE COMPLETED.***
- 9.52 **Disclaimer of Liabilities:** No Liability shall be accepted on an account of failure of the Report to notify any problems in the areas or sections of the subject property physically inaccessible for inspection, or to which access for Inspection is denied by or to the Inspector (including but not limited to or any areas or sections so specified by the Report). In the event the Site Supervisor denies us access then a re-inspection fee will apply prior to the next time of re-inspection. This Report is made solely for the use and benefit of the client named on the front of this report only and their Building Contractor. No liability or responsibility whatsoever, in contract or tort, is accepted to any third party who may rely on the Report wholly or in part. Any third party acting or relying on this Report, in whole or in part does so at their own risk.



9.53 **The following Certificates and or Warranties are to be sought, prior to handover, (check the terms and conditions of your building contract)**

1. TERMITE TREATMENT NOTICE: The pest treatment type used in this construction, the name of the contractor and the warranty. Clear directions must be shown in relation to annual inspections. (A Termite treatment notice ***is (yet to be) fitted*** within the meter box unit which MUST BE followed.)
2. Engineer's certification for the concrete slab's reinforcement, that the building is as executed on the approved Engineer's plans, all structural steelwork & LVL timber beams, if installed.
3. Frame and Truss manufacturer's Certification for bracing layouts.
4. Home Owners Warranty Insurance Certificate.
5. Final Survey document.
6. Interim and or Final Occupation Certificate.
7. Wet area and Waterproofing warranties and compliance Certification.
8. Plumber's Certificate of Compliance for Plumbing, Roofing (if applicable) and all Drainage.
9. Electrician's Certificate of Compliance.
10. Shower Screen's Glazing Certificate.
11. Smoke Alarm Certificate.
12. BaSIX Certificate: Installation of the as contracted wall and or ceiling insulation, the exhaust fans and range hoods to comply with BaSIX requirements as was originally certified. (The insulation, installation also to comply with the requirements around any installed ceiling downlights and any fitted exhaust fan units.)

**BASIX**  
Building Sustainability Index





**SITE:** (subject to the Builder's obligations & Specifications)

1. Sites foundation materials need to be appropriately levelled and graded into BCA compliant surface inlet drainage points.
2. Yard and/or boundary retaining walls and all associated drainage and/or landscaping yet to be completed.
3. External PC items like A/C units, Hot Water systems, Water Tanks and alike are yet to be fitted off.
4. Provide adequate surface inlet drainage points.
5. Repair Council's front path.
6. Lower sewer shaft pipe to finished ground level.

**FRAME:**

8. Bottom wall plates to be fully supported on the concrete slab.
9. Replace defective studs in.....
10. Provide missing noggings in.....
11. Provide 10mm gap between lintel & window frame in.....
12. Provide studs to.....
13. Provide insulation between copper pipes & wall bracing in.....
14. Rectify damaged noggin in.....
15. Clean wall.
16. Clean out weep holes to brickwork.
17. Provide weep holes under some window sills at 1.2 centres.
18. Provide blocking/stud under point loads in.....
19. Nail hoop iron straps to garage/alfresco roof pitching beams.
20. Provide packing under garage roof pitching beams.
21. To fix truss speed bracing to manufacturers details.
22. Fix nails centrally to "L" brackets on internal walls.
23. Provide 2 triple grips/cyclone straps to truncated trusses.
24. Provide shear blocking to roof trusses above braced walls.
25. Complete nailing to floor joist brackets.
26. Complete bolting/screw fixing to truss girder brackets.
27. Secure the veneer ties to the wall frame studs.
28. Provide stud within 250mm of expansion joint in.....
29. Provide/repair sill window flashing in.....
30. Roof covering incomplete.
31. Engineer's report required for overhanging brickwork on.....
32. External roof cavity flashing turn up defective in.....
33. Provide wall bracing layout to PCA.
34. Rectify frame & provide adequate support around vanity drain.
35. Provide wall mounted dryer blocking.
36. Provide wall mounted Plasma TV mounting blocks.
37. Point up brickwork mortar jointing to.....
38. Point up exposed brick extrusion holes at lintel levels.
39. Cover exit door sills to protect tracking at construction stage
40. Roof level lead flashings to be dressed down as intended.
41. WC Cistern's wall blocking yet to be fitted (*only required if the WC suite specified has a wall mounted cistern*)
42. We recommend all Rehau water pipes be silicone sealed where they pass over each other & where they pass through wall studs to prevent water hammer knocking in the future.
43. The particleboard floor sheet jointing is to be sanded.
44. Provide skirting blocking to.....
45. Provide wall blocking for linings to bath perimeters.
46. To insulate copper piping directly under A/C ducting.
47. Complete roof tile pointing/apex/ridge capping to.....

**FINAL:**

48. Seal all pipe penetrations beneath the kitchen sink/vanities.
49. Balustrades at 1mtr in height to balconies/landings greater than 1 metre above finished surface level.
50. Provide a shower rail/screen.
51. Provide adequate dish drainage at the base of the battered excavations & connect to stormwater system.
52. Provide a grated drain in front of the garage & connect to existing stormwater system.
53. Final clean to the Exterior & or clear the site of Builder's waste.
54. Provide a 1m x 1m landing & steps outside the.....door.
55. Provide the PCA Certificates for Pest Control, Waterproofing, Engineer's Certificate for structural steel & any LVL beams, smoke detectors, essential services & Basix Certification.
56. Provide angles to the window/door openings to.....
57. Point up around the external pipe penetrations in the brickwork.
58. Provide guttering & downpipes to.....
59. Provide 75mm exposed edge to concrete slab to assist in the detection of termite activity.
60. External brickwork needs spot cleaning on areas.
61. Brickwork needs "NAWKAW" repair due to.....
62. Paint finish incomplete to the downpipes/meter box/vent pipes.
63. A termite management notice to be installed in the meter box unit.
64. The roof sewer vent pipe is yet to be painted the roof colour.
65. The roof loft area as was accessed & the ceiling insulation appeared incomplete.
66. Manhole cover is yet to be provided.
67. Provide another manhole for compliant entry into roof void area.
68. Relocate cables away from the manhole entry.
69. I have strategically placed adhesive dots on some internal wall surfaces indicating areas need to be patched/re-painted.  
**(AS/NZS2589.1-1997 Sect 1, Gypsum Plasterboard, part 6 Levels of Finish, 0-5. Ref 6.6, Level 4 finish, "This is generally the accepted level of finish for domestic construction. All joint compounds shall be finished smooth and be free of tool marks and ridges")**
70. Interior needs a final clean.
71. Paint splashings to be cleaned off window & door unit handles.
72. Slab surface to be cleaned in garage.
73. Wall tiles need sealing above the shower areas.
74. Shelving to some kitchen cupboards is incomplete.
75. A vented panel should be fitted at the top of the fridge space.
76. PC items like stove, hot plate, dishwasher etc yet to be fitted.
77. Sliding doors, window sashes & Bi-fold doors need adjustment & general lubrication.
78. Some internal doors are binding in.....
79. Smoke alarm units are incomplete in.....
80. Wall tiles to be sealed under the vanity units.
81. Sealant material around the bath is incomplete.
82. Tops and or bottoms of exit & wet area doors to be sealed.
83. Shower tap flanges to be sealed to wall surface.
84. Cavity doors to be adjusted in.....
85. Robe doors are binding in.....
86. DPC (damp proof course) to be trimmed off external areas.
87. Towel rails, WC roll holders, soap dishes yet to be fitted.

- 9.55.1 Sites foundation materials need to be appropriately levelled and graded into BCA compliant surface inlet drainage points and or as per the Council's DA requirements, *subject to the Builder's contractual obligations and Specifications. (A homeowner must understand their obligations to complete this drainage in a competent and tradesman like manner and ensure these works comply with relevant Standards and Codes.)*
- 9.55.2 Site needs appropriate surface inlet drainage points to be completed off correctly in areas as per the BCA during or prior to the external landscaping process, *subject to the Builder's contractual obligations and Specifications.*
- 9.55.3 Any yard or boundary retaining walls and all associated drainage, concreting, paving and or landscaping are yet to be completed, *subject to Builder's contractual obligations and Specifications. (This is where a homeowner must understand their obligations to complete these items in a competent and tradesman like manner and ensure these works comply with relevant Standards and Codes.)*
- 9.55.4 Some external PC items like A/C units, Hot Water systems, Water Tanks and alike are yet to be fitted off, *subject to Builder's contractual obligations and Specifications.*
- 9.56 By placing a "Home Maintenance Program" into your reporting you are allowing the homeowner to understand the general requirements on "How to maintain a new home." This also gives restraint to the builder by the introduction of prevention in the event the homeowner decides to make contact with the builder for frivolous claims. (Refer to the program below.)

#### 9.57 HOME MAINTENANCE PROGRAM:

It is our pleasure to provide this free guide to a maintenance program that is designed especially to provide information essential to maintain the wellbeing of your home.

##### General Information:

- Clean up each room as required to prevent clutter and buildup of any junk,
- Invent and form a place generally for everything,
- DO NOT leave food scraps in sinks or on the cook top in pots,
- Clean around the Hot Plate and kitchen sink edges,
- A general way of organizing your home is to maintain a 15minute a day cleanup of basic items,
- Move stored goods and any obstacles away from doorways and stairs,
- DON'T leave out small objects on floor areas,
- ALWAYS turn off Dishwashers, Microwaves, Ovens and Hot Plates and Washing Machines and Dryers,
- Learn to understand what is required to operate you're Air Conditioning units and Hot Water Units.

##### You must carry out the following works every 3 months:

- Clean out the gutters and flush out all of the downpipe inlets,

- Ensure the property grounds surface water inlet drainage points around the dwellings perimeter are not covered with leaves or blocked by any foreign objects,
- Walk around your home and check the (visible) exposed slab edge for any potential termite leads!
- Termite leads look like a dirt trail and are usually found in very tight and damp areas like under dripping Air Conditioner overflow pipes and hot water units overflow pipes,
- Open and close all internal and external doors and check for gap difference and ensure they do not stick,
- Generally lubricate hinges and moving parts,
- Open and close all Aluminium or timber windows and check for differential movement,
- Generally lubricate hinges and or any moving parts,
- Check window glass for any cracks,
- Check window sills internally for any water stains from external leaks,
- Inspect cornices at ceiling to wall junctions, for cracking to internal and external corners and also walls above the doors and windows, see table below
  - **Cracking:** Cracking is also categorized into the following 5 categories with a description of typical damage and required repairs:
    - 0-Hairline cracking, under 0.1mm,
    - 1-Fine cracks that do not need repair, less than 1.0mm,
    - 2-Noticable cracks, yet easily filled 1mm -5.0mm,
    - 3-Cracks that can be repaired and possibly some of the wall sections will need to be replaced. Note weather tightness can be impaired, 5.0mm-15.0mm,
    - 4-Extensive repair works required involving breaking out and replacing these sections. Walls can become out of plumb and fall and causes reduced bearing capacity, 15.0mm -25.0mm.
- Check the base of all shower screens for water or mould stains appearing,
- Check the adjacent walls of all showers for water or mould (black spotting) staining,
- Inspect the ground floor laundry tub, vanity and kitchen drain pipe penetrations at their bottom shelves for any termite leads,
- Inspect the drainage, under sinks “P” traps for leaks,
- Check for leaks in gutters and downpipe joints,
- Look at all downpipe into their base stormwater connections to see if these connections are coming away from the PVC / clay stormwater pipes,
- Check all floor tiles for any cracking and drummy sounding,
- Clean the Air Conditioner units return air filters,
- Ensure the safe operation of all smoke alarms and replace batteries as required,
- Replace vacuum cleaner bags and clean the units filters,
- Clean clothes dryer filters,
- Check the operation of the pressure relief valve on your hot water unit by running it for approx 5 seconds and ensure it shuts off effectively and is not leaking, if so seek Plumbers advice
- DO NOT store and timbers or masonry products against the exterior of your home as this is a conducive condition to possible Termite attack,
- ASSESS Surface drainage run off and monitor that NO waters are ponding next to the dwelling as wet foundations cause heaving upwards and dry foundations shrink and crack causing settlement to the dwelling and the formation of cracking internally and externally

You must carry out the following works every 12 months:

- Inspect external painting for any areas of flaking painted surfaces,
- Inspect internal painting for any areas of flaking or stained painted surfaces,
- Inspect walls and ceilings for any cracking and refer the cracking schedule,
  - **Cracking:** Cracking is also categorized into the following 5 categories with a description of typical damage and required repairs:
    - 0**-Hairline cracking, under 0.1mm,
    - 1**-Fine cracks that do not need repair, less than 1.0mm,
    - 2**-Noticable cracks, yet easily filled 1mm -5.0mm,
    - 3**-Cracks that can be repaired and possibly some of the wall sections will need to be replaced. Note weather tightness can be impaired, 5.0mm-15.0mm,
    - 4**-Extensive repair works required involving breaking out and replacing these sections. Walls can become out of plumb and fall and causes reduced bearing capacity, 15.0mm -25.0mm.
- Inspect side gates for binding against the external walls of the new home,
- Check roof tile ridge bedding and pointing for cracking and visible movement,
- Check the operation of all exhaust fans and clean the vented cover and the inside of the stained roof loft areas,
- Clean the kitchen Range Hood filters,
- Clean your clothes dryer filter,
- Replace tap washers to all taps including the exterior taps,
- Replace your water filter, filter cartridges,
- Replace damaged flyscreens mesh,
- Replace the silicone seal to all the shower tap flanges,
- Replace the perimeters sealer to the vanity tops and kitchen bench tops,
- Clean gas heating filter system,
- Have an annual General Pest Spray for Spiders and Cockroaches and an annual Termite Inspection as required under the Warranty of the Termite Treatment in place. Reviewed as per the warranty notice within your meter box lid,
- (If there is NO treatment notice in your electrical meter box then there is NO treatment in place!)
- Steam clean carpets and floor tiles annually,
- Clean all wall and floor tile grouting,
- Check all toilets that their flushing operation is as intended,
- Check WC cistern return PVC pipe seals are not leaking,

**NOTE:**

By adhering to this schedule your home will maintain a good standard and add to its value over time.





9.58 At PCI stage inspections you are required to inspect all aspects and areas of the property as itemised below and report on what is incomplete, non-compliant and or defective. You must be definitive in your descriptions. (Emphasis is added here)

9.58.1 The Exterior,

9.58.2 Roof exterior/iron roofing, tile roofing, (mostly from the use of binoculars , due to WH&S requirements,)

9.58.3 Window and door and flyscreen installation,

9.58.4 Brickwork and mortar and expansion joints installation and application,

9.58.5 Gutter and downpipe installations,

9.58.6 PC installations like A/C units, Hot water units, Water tanks and alike,

9.58.7 Eave and storm-mould installation,

9.58.8 The Interior,

9.58.9 Plasterboard finish,

9.58.10 Paint finish,

9.58.11 Door and window operation,

9.58.12 Fixings installations and applications like architraves and skirting boards,

9.58.13 Wall and floor tiling,

9.58.14 PC installation to wet areas and kitchen installation,

9.58.15 Drainage operation to sinks and vanities,

9.58.16 Shower tap flanges **MUST BE** sealed,

9.58.17 Flood test all showers, (refer below)



9.59 Some examples of what may be found at a PCI (final) stage inspection:



Ceiling areas have been cut out due to water damaged and are incomplete



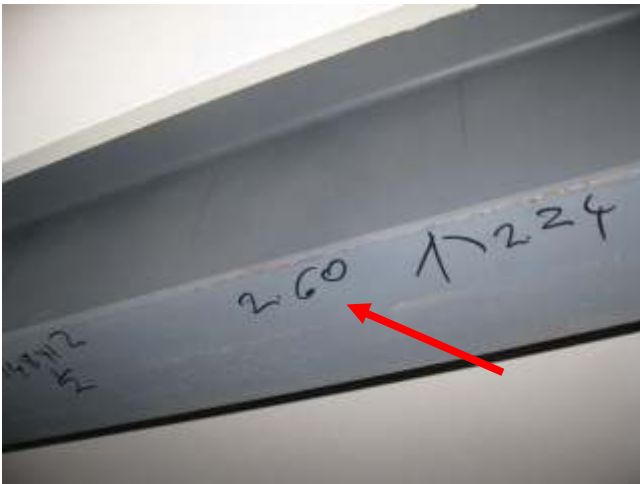
Cracked floor tiling to wet areas



Leaking showers after the flood testing



Incomplete plasterboard setting, sanding and paint finish



Supporting steel beams paint finish incomplete



Stairwell railings out of parallel



Undersides and top edges of external and wet areas doors are not sealed as intended



Chipped render to external walls



Incomplete paint finish to external PVC water tank pipes



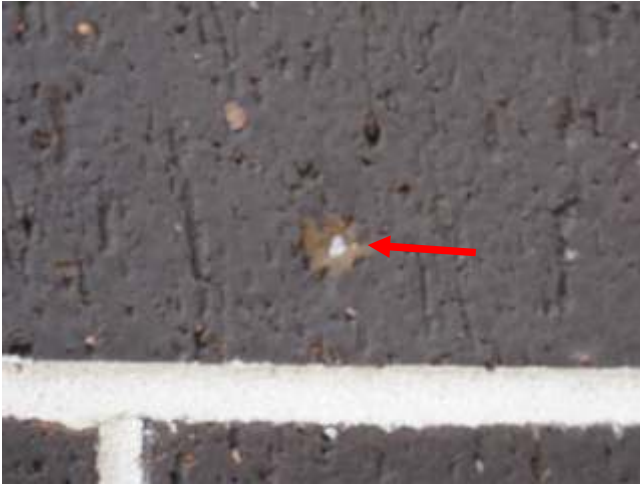
Incomplete paint finish to the roof top PVC sewer vents pipes



Termite Barriers yet to be covered and charged up as intended



Incomplete paint finish to external PVC downpipes



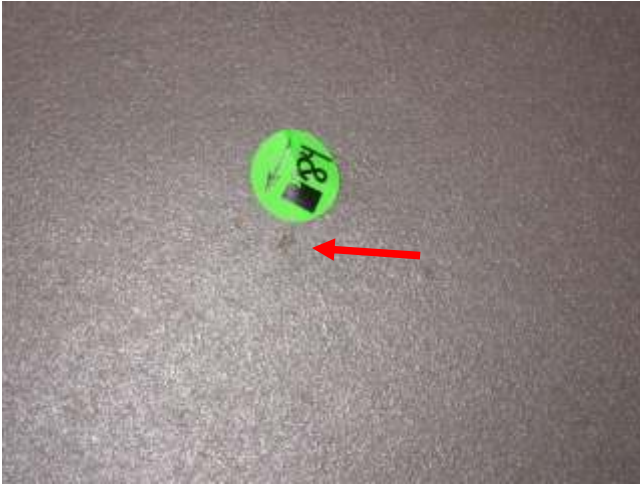
Lime Popping to the brick finish



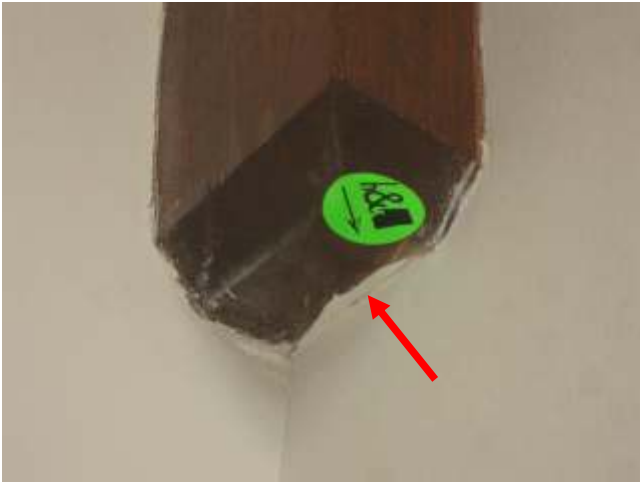
Incomplete paint finish to external door jambs



Incomplete wall tile replacement due to poorly fitted PC items!



Chipped floor tiles in wet areas



Incomplete paint finishes to internal timber trims



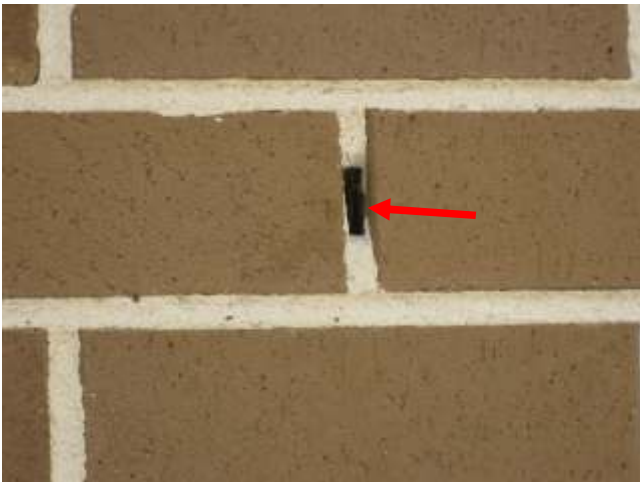
Wrong coloured brick installation



Scratched stain finish to doors



Shower Taps NOT sealed



Incomplete brick mortar pointing

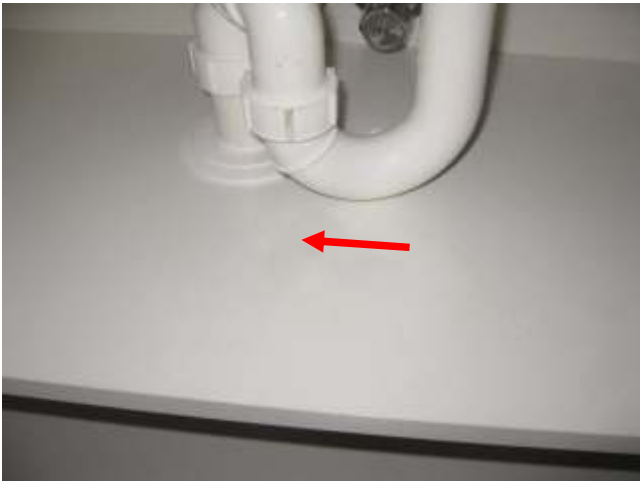




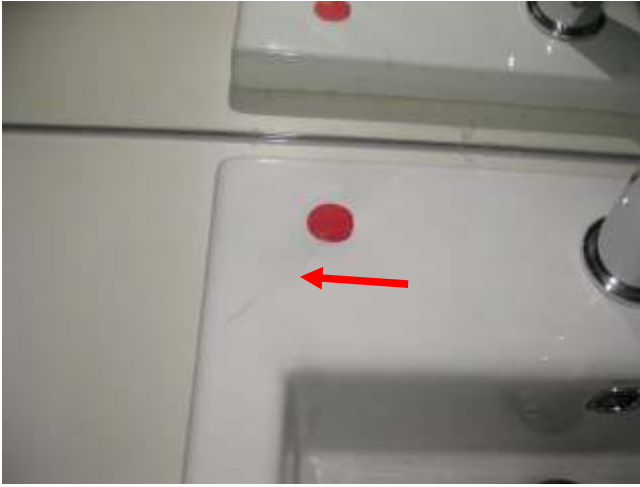
Incomplete brickwork and non-compliance



Incomplete paint finishes to the interiors of cavity door pelmets



Leaking "P Trap" drainage to sinks



Cracked vanity basins



Incomplete mastic seal to brick expansion joints



Damaged aluminium door and or window frames

- 9.60 A prudent licensed builder should identify all issues at a PCI (final) stage inspection.
- 9.61 An example of how to report on each room internally, ensure you name each room and itemise each of your findings to ensure there are identified by the homeowner and their builder;

- **KITCHEN/FAMILY/DINING:**

- PC items like stove etc yet to be fitted,
- Wall tile grouting and edges incomplete,
- The ceiling expansion joint areas need to be no-more gapped and then the whole area re-painted so the paint finish is even,
- Fire place trim incomplete,
- Fire place niche areas needs sanding and painting,
- Rear wall sliding door to be fixed correctly at lock area to the timber reveal,
- Green dots have been placed on some wall/timber trim areas indicating surface needs patching and re-painting,
- Cupboard doors are chipped in areas,
- Range Hood operation is noisy due to electrical cables touching the fan internally,
- Floor tiles are chipped in areas,
- Sliding door unit needs manufacturer adjustment and lubrication,
- To seal the top and bottom edges of the laundry door,
- Top draw cutlery divider is missing,
- Vented area above the fridge to be fitted to cover the vermin access into the roof void, (see example below)





9.77 Contract Law applies when entering into any form of contract:

- Contract Law plays a large part in the building contract and procedural process,
- The terms used are [Instruction](#), [Offer](#), [Valuable Consideration](#), [Acceptance](#) and [Acknowledgment](#),
- *(Definition: **Instruction**; the builder has been given verbal or written directions to carry out proposed construction works on the clients behalf. At times it is very difficult to obtain written directions so contemporaneous notes are important here.)*
- *(Definition: **Offer and Acceptance**; analysis is a traditional approach in contract law used to determine whether an agreement exists between two parties. Agreement consists of an offer by an indication of one person (the "offeror") to another (the "offeree") of the offeror's willingness to enter into a contract on certain terms without further negotiations. A contract is said to come into existence when acceptance of an offer (agreement to the terms in it) has been communicated to the offeror by the offeree and there has been consideration bargained-for induced by promises or a promise, associated costs and performance.)*
- *(Definition: **Valuable Consideration**; it is very important that the Client/Homeowner has had time to consider and deliberate what it is you, the building contractor, is about to carry out for them as per their instructions. The nominal terms are usually within a 5-7 day cooling off period, subject to different Australian states legislation.)*
- *(Definition: **Acknowledgement**; I, the client/homeowner agree to contact the builder once I have read the building contract to arrange a suitable time for signatures. The builder must also acknowledge to the client/homeowner that he/her has received the clients/homeowners acknowledgement as well.)*

9.78 Once these terms are followed in the order shown, the chances of litigation are lowered immensely,



9.79 The client enters into an agreement to pay progress payments at the required and contract times.

- 9.80 The builder must not request amounts greater than that of what has been already provided.
- 9.81 In the 70's and 80's valuers were used by banks and lending institutions to ensure builders were not being overpaid.
- 9.82 At Litigated levels builders were taken to task when they operated in an insolvent basis.
- 9.83 An insolvent builder is one who uses other clients monies to fund the next project as in most cases the builder is undercapitalised.
- 9.84 At the end of each construction phase, the builder will issue the client an invoice for the progress payment.
- 9.85 Payment should only be made to the person or company whose name appears on the contract.
- 9.86 An example of procedural progress payment percentages is shown below;

Deposit	5%
Base stage	10%
Frame stage	15%
Enclosed stage	35%
Fixing stage	20%
Practical completion	15%

- 9.87 The *Domestic Building Contracts Act 2000* sets out maximum deposit percentages that must not be exceeded. If the contract for domestic building work is priced at \$20,000 or more, the maximum deposit is 5%. If the contract price is less than \$20,000, the deposit must not exceed 10%.
- 9.88 A client/homeowner knowing their rights when it comes to making deposits and progress payments for work during the construction phase is important. They should be aware that if they make a payment in advance of completion of a progress stage, they and the builder could compromise the HOW Insurance Cover. This is common knowledge around Australia. (Australian state legislation may be different in some states)



9.89 **Compliance Inspections:** (Mandatory)

9.90 Definition of Compliance: “The action or fact of complying with a wish or a command in ways which the Australian state maintains order and such compliance.”



9.91 Compliance inspections are mandatory for residential construction.

9.92 A PCA (Principal Certifying Authority) or a Local Council inspector will carry out these types of inspections.

9.93 The various stages these type of inspections are required are;

9.93.1 Foundation piling,

9.93.2 Footings and reinforcement prior to pouring,

9.93.3 Slabs and reinforcement prior to pouring,

9.93.4 Stormwater installation,

9.93.5 Timber floor framing,

9.93.6 Wall and roof framing,

9.93.7 Wet areas waterproofing installation,

9.93.8 Practical completion,

9.94 The other type of a Compliance Inspection is when a homeowner instructs a Property Inspector to inspect their property to ensure it complies with the building contract, (contract administration) and or it has been constructed in a tradesman like manner and in compliance with the relevant Australian Standards.



9.95 Typical terms used by compliance inspectors:

9.95.1 This residential building structure substantially complies with the building permit, DA, CC, building approval or other approval that was granted in respect of the construction of the residential building applicable at the time of its construction,

9.95.2 This residential building structure substantially complies with each applicable building standard or other prescribed code requirement in relation to the Standards and or technical aspects of the construction of the building and its structure,

9.95.3 Final compliance certification will not be issued until all non-compliant items shown in the reporting document are completed in a tradesman and compliant manner and within the specified time,



COMPLIANCE MATTERS



### 9.96 **Variations:**

9.97 A variation is when a specific contracted item is to be altered in some shape or form.



9.98 A variation is a change or adjustment to what has already been agreed to within a building contract.

9.99 The builder or the building contractor may need to vary the contract because of a Local Council requirement or other unforeseen circumstances.

9.100 If the reason for variation is the builder's or the tradesperson's fault, you the client should not have to pay for any extra work to rectify the builders problem.

9.101 Variations **must be in written form** and be attached or annexured to the building contract and **must be** signed by both the client and the contracting builder/tradesperson, or their nominated supervisor or their agent.



9.102 In most circumstances, a variation or addition to a building contract will have a large and impersonal impact on the contract price. These impacts will in most cases result in a price increase and may even in some circumstances result in a price reduction, hence a credit!

9.103 In all circumstances, any documents authorising variations **MUST** contain a statement explaining the cost implications of the variation and their impact on the overall contract price.

9.104 Ideally the basis for such calculation of the price change should be shown, rather than just a simple dollar amount.

9.105 **How to make a variation:**

9.106 Before the work commences on the variation, the builder or tradesperson should give the client/homeowner:

9.106.1 A written description of the works required,

9.106.2 Any plans or specifications for the works required including possible amended planning and formal approvals,



9.106.3 What is the extra cost, and any additional time that will be required to complete the works,

9.106.4 Both the builder/contractor and the client/homeowner are to sign a written variation document that now forms part of the original building contract once both parties have agreed on the works and the final (fixed/adjustable) price,

9.106.5 Once this is done, the additional works can commence.

9.107 If a variation is needed because there is likely to be danger to someone or damage to property, there may not be time to put the details in writing.

9.108 In this case, the written variation may be done after the work has been carried out, BUT the client/homeowner MUST follow the 5 elements of contract law orally and later to be followed in written form and acknowledged in the appropriate form.

9.109 In all other instances, **variations must be in writing.**

9.110 Two major concerns in any building contract will be varying to the original contract price and extensions to the completion date.

9.111 Variation to a contract price:



9.112 Varying a contract price may arise at the request of either the consumer or the builder.

9.113 The client/homeowner may change their mind about the works after the contract has been signed; remember this can be a very expensive exercise?

9.114 Should the client/homeowner request to vary the plans or specifications, the builder must give them written notice of a pending variation, state why the variation is necessary and state the time it will take to complete the works.



**cost-estimating checklist**

Use this worksheet to develop and control construction expenses on your high end timber frame home.

**Use the checklist as follows:**  
 • **Get the contract:** Provide a list of all the expenses you are likely to incur in the construction of your home.  
 • **Write up the contract:** Write up the contract for the construction of your home.  
 • **Get the contract:** Provide a list of all the expenses you are likely to incur in the construction of your home.  
 • **Write up the contract:** Write up the contract for the construction of your home.

**Use the checklist as follows:**  
 • **Get the contract:** Provide a list of all the expenses you are likely to incur in the construction of your home.  
 • **Write up the contract:** Write up the contract for the construction of your home.  
 • **Get the contract:** Provide a list of all the expenses you are likely to incur in the construction of your home.  
 • **Write up the contract:** Write up the contract for the construction of your home.

CONSTRUCTION COST	ESTIMATE	ACTUAL	DIFFERENCE	REASON	DATE
Site preparation					
Excavation					
Foundation					
Structural steel					
Roof trusses					
Roofing					
Walls					
Windows					
Doors					
Interior finishes					
Exterior finishes					
Landscaping					
Other					
<b>TOTAL</b>					

9.115 The builder must also provide a cost of the variation and state the effect it will have on the contract price.

9.116 Unless a building surveyor requires a variation a builder cannot carry out any variation without the signed written *consent* of the consumer/client.

9.117 Most building contracts limit the circumstances in which a builder can request additional money for variations.

9.118 A client/homeowner should familiarise themselves with the relevant contract provisions before agreeing to pay any additional money.

- 9.119 NOTE: A builder is not entitled to recover any monies in respect to a variation unless the builder establishes that the variation was both necessary and could not have been reasonably predicted at the time when the contract was entered into. (Emphasis is added here.)
- 9.120 If a client/homeowner wishes to vary any contracted works they must provide a written notice (An Instruction) to the builder requesting such variation.
- 9.121 If the variation is of a very minor nature, meaning it will not add more than 2% to the contract sum, the builder may carry out the variation, however, be careful, as in large projects 2% may amount to significant additional expenditure.



- 9.122 In all other circumstances the builder must give the consumer a notice stating whether the variation will require a variation to the building permit, whether it will result in any delays and an estimate of those delays, and an estimate of the cost of variation and its effect on the contract price.
- 9.123 A builder cannot proceed with a variation requested by the consumer unless the consumer accepts the builder's notice by signing and returning it to the builder.

*[End of section 9]*

ACCLAMATION 9:Blonde Builders

Two blonde builders were working on a house.

One blonde was on a ladder nailing off cladding.

She'd reach into her nail bag, pull out a nail, look at it and either toss it away or proceed to nail it into the timber cladding.

The other blonde couldn't stand it any longer and yelled out, "Why are you throwing away some nails?"

The first blonde explained, "Well, it's like when I pull it out of my nail bag, and it's pointed toward me, I throw it away, if it's pointed toward the house, then I use it!"

The second blonde got real excited and called her all kinds of stupid names, explaining, "Don't throw away those nails that are pointed toward you!

They're for the other side of the house!"

This page is left intentionally blank

## 10 Defect & Warranty; HS-D&W-2012

10.1 THE RANGE IN WHICH YOU ARE EXPECTED TO INSPECT:

10.2 NOTE: HS-Inspect-2012: Criteria that show the minimum required to inspect a residential property and the developing of the report.

10.3 An Accredited (HOUSESAFE) Inspector is deemed a properly qualified inspector to provide quality guidance to their client in relation to any features of the dwelling inspected.



(Housesafe Accredited Building Inspector QLD)

10.4 Criterion to show the minimum requirement to inspect a residential dwelling for Mould ID and the developing of the report.

10.5 Here you will need to define what a “defect” is and what “warranty” is.

10.6 *(Definition of Defective and Defect: marked by subnormal structure or function, incomplete and or deficient. Defect is a general word for any kind of shortcoming or imperfection.)*

10.7 *(Definition of Incomplete: not complete, missing intended sections or parts, not developed as intended, imperfect, not yet constructed and rendered inconsistent.)*

10.8 Incomplete works are not a defect.

10.9 *(Definition of a Warranty: a written guarantee, issued to the purchaser of an article by its manufacturer, promising to repair or replace it if necessary within a specified period of time.)*

10.10 To conduct a Defect or a Warranty Inspection report you will require specific “Instructions” by the client first. Stating “My house is defective or my house is reaching the end of the implied warranty term and I need it to be independently inspected.

10.11 Most building elements once they are deemed defective means they will probably need to be totally removed and or replaced.

10.12 At a Warranty inspection you must document what is damaged within this original warranty period, or defective, or has not been completed or constructed in its original intended form.

10.13 Meaning if the intended finish is proven to be inadequate then the building contractor must rectify this building element under warranty.



10.14 A high percentage of Australian builders having good practices and being honored of the product they produce will gladly go back to the site and fix whatever problem the owner has found.

10.15 However, the questions that most builders ask are “Is this a building defect?” and if it is, “Is it my responsibility to rectify these defects?”

10.16 **“Is this really a building defect?”**

10.17 You have to understand that a client has just paid money that they are most likely to never pay again for just one product.

10.18 Clients have a tendency to be very particular with finished works.

10.19 The clients are not experts when it comes to building works so many items that they believe are problems are not really problems at all.

10.20 Unfortunately perfection is rarely achievable and that is why most Australian Standards for construction works contain (tolerances on acceptable finishes.)

10.21 What is a tolerance and what is acceptable. Only you the Property Inspector can decipher this twist!



10.22 Most defects that are brought to the builder’s attention are only cosmetic effects of an alleged defect.



- 10.23 There are certain timelines which builders and owners need to adhere to in regards to rectification of proposed defects; this can be the warranty period.
- 10.24 Defects which are deemed structural in nature by an Engineer and have allowed water to penetrate into the dwelling, or pose a health & safety risk will need immediate rectification works.
- 10.25 A builder may have to make an acceptable determination on whether the defect has been caused by the building work he did.
- 10.26 It is possible however, that the defect has been caused by other factors such as:
- 10.26.1 Inadequate homeowner maintenance works,
  - 10.26.2 Works completed by other contractors or persons after the builder had left the site which now has subsequently damaged the builders original intended works,
  - 10.26.3 Storm damage etc...Only you the Property Inspector can decipher this discovery!



- 10.27 Warranty periods differ in some states, for example:
- 10.27.1 90 days or 3 months Defect Liability Period,
  - 10.27.2 6 years structural warranty,
  - 10.27.3 2 years nonstructural warranty,
  - 10.27.4 Up to 25 years under the Trade Practices Act. Even after six years, a legal liability may still exist for a builder to meet claims arising from a failure of duty of care and skill.

10.28 Some examples of how a Warranty will come back to bite the builder well after the contracted works have been completed:

10.28.1 *A builder purchased a 'job lot' of face bricks at an auction sale, following the closure of a brick manufacturer. The bricks were used to build a 'spec' home but after a few of years they were fretting badly and were found to be so under burnt as to be not-merchantable. The builder was ordered to rectify the problem. This proved to be a very expensive exercise because goods purchased at auction are not subject to normal implied warranties and no claim could be made against the manufacturer.*

10.28.2 *To save a few dollars, a tiler purchased some old bags of grout that had been lying around in the local hardware shop for some time. The grouting failed and the product was later found to be not-merchantable. The tiler was ordered to remove and replace all the grouting.*

10.28.3 *A swimming pool company installed a belowground fibreglass pool. After a period patches of black and white spots appeared on the inside of the pool walls, below the water line, trapped under the pool shells surface coating. The pool surface was clearly not of a merchantable quality and the pool company was ordered to remove and replace the pool, at its cost.*

10.28.4 *A builder was contracted to carry out additions to a residential home. Where the new roof joined the existing roof the different materials soon proved to be incompatible. The result was that gutters and flashings corroded. The builder was ordered to fix the problem because the materials he had selected, supplied and fixed were not fit for their particular intended purpose for which they had been sold. It was also noted that in selecting and fixing the incorrect materials the builder had not undertaken the service with due care and skill.*

10.28.5 *A builder used a non-durable type of timber for the exposed timbers for a new home. After a few years, the timber started to rot and the builder was held liable for the cost of rectification. The materials that had been selected and sold were not fit for their intended purpose for which they had been used. The timber might well have been quite acceptable if used in a different situation.*

10.28.6 *A project builder undertook to build a new home identical to the display home selected by the homebuyer. On completion of the home, the carport was significantly smaller and the builder was ordered to rebuild it. The homebuyer could not reasonably have been expected to discover the difference by checking dimensions given on the plans.*

10.28.7 *A tile merchant sold a customer a batch of blue floor tiles, selected from his showroom display. After delivery, the customer noticed that the tiles were a significantly darker blue than the display samples and the supplier was required to collect and replace them.*

10.28.8 *A cabinet maker was contracted to manufacture and install some additional cabinets to match the existing in a previously extended kitchen area. On completion it was clear that the bench-top colours did not match. The mistake had been made by the supplier of the laminate, and was not noticed by the cabinet maker until it was too late. The cabinet maker was responsible for fixing the problem for the homeowner and then had the problem of seeking some reimbursement from the laminate supplier.*

10.29 A tip to also take into consideration is ensure you the Property Inspector is aware of the “Rights of a Homeowner” before spruiking what your opinion may not allow to be correct!



A new home can be a huge expense for a homeowner, remember this!

*[End of section 10]*

ACCLAMATION 10:The Carpenter and the Lawyer

A carpenter was requested to give evidence in court about an accident he witnessed.

The lawyer for the defendant was trying to discredit him and asked him how far away was he from the accident?

The carpenter replied, "Six meters, seven hundred and twenty four and a half millimeter's."

"What? How come you are so sure of that distance?" asked the lawyer!

"Well, I knew sooner or later some idiot would ask me.

So I measured it!" replied the carpenter.



This page is left intentionally blank

## 11 Condition & Maintenance: HS-C&M-2012

- 11.1 THE RANGE IN WHICH YOU ARE EXPECTED TO INSPECT:
- 11.2 NOTE: HS-Inspect-2012: Criteria that show the minimum required to inspect a residential property and the developing of the report.
- 11.3 An accredited inspector is deemed a properly qualified inspector to provide quality guidance to their client in relation to any features of the dwelling inspected.
- 11.4 Criterion to show the minimum requirement to inspect a residential dwelling for Mould ID and the developing of the report.
- 11.5 This inspection and report is to be based purely on the current condition of the property you are inspecting. (Emphasis is added here.)
- 11.6 What is the current state of the property you are inspecting? This is known as a Condition inspection.
- 11.7 Does the property you are inspecting appear to be in a well maintained condition? This is a Maintenance inspection.
- 11.8 Up-keep is a large responsibility on a homeowner.
- 11.9 In the event the up-keep on a residential dwelling is not at an acceptable standard then you the Property Inspector must decipher this acceptability.
- 11.10 If a building element is not in acceptable condition then you must provide a reason and proof as to WHY!
- 11.11 Is it rusting?



## 11.12 Is it weathered?



## 11.13 Is it wood decayed?



## 11.14 Is it just old? Etc etc....



- 11.15 You the property inspector must ensure clarity to the homeowner so they can be clear about the damage which now affects their property.
- 11.16 Some homeowners pay for their lawns to be mowed, their pool to be serviced and their windows to be washed and alike because they cannot maintain their homes themselves.
- 11.17 An Owner Builder is a perfect example of a poorly maintained home as mostly they are not completed and the exterior deteriorates over time, be very aware of this fact when inspecting properties.



*[End of section 11]*



ACCLAMATION 11:CONDITION & MAINTENANCE

A maintenance worker was called to a doctor's house to do some work.

After working for about an hour, the maintenance guy gave the doctor his bill for \$250.

The doctor said, "What the F...!"

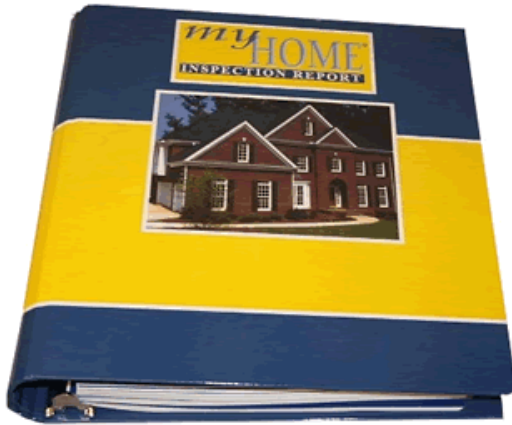
I have been to medical school and in hospital residency, and have been practicing medicine for over 20 years and I can't even charge that kind of money!"

The maintenance guy smiled and said,  
"Yeah, I couldn't either when I was in practice!"

This page is left intentionally blank

## 12 Selling a Property Pre-Market; HS-PSI-2013

- 12.1 THE RANGE IN WHICH YOU ARE EXPECTED TO INSPECT:
- 12.2 NOTE: HS-Inspect-2012: Criteria that show the minimum required to inspect a residential property and the developing of the report.
- 12.3 An accredited inspector is deemed a properly qualified inspector to provide quality guidance to their client in relation to any features of the dwelling inspected.
- 12.4 Criterion to show the minimum requirement to inspect a residential dwelling for Mould ID and the developing of the report.
- 12.5 This type of inspection is formally called a "Vendor Report."



- 12.6 The existing homeowner places their home of the market after a pre-market appraisal (inspection) has been carried out which is to formally identify the current and visible issues affecting the home that will require rectification for the prevention of loss of value.
- 12.7 Most homeowners don't know about this process of inspecting.
- 12.8 You, the property inspector, must market this fact to add more diversity to your profile as an inspection entity.
- 12.9 A vendor must know as much as they can about the condition of their property before they place it on the market.



- 12.10 This will help avoid future problems and extra costs.
- 12.11 The best way of doing this is to contract to a property inspection entity commonly known as a building inspection. This is very similar to a pre-acquisition inspection.
- 12.12 The only difference is the inspection is for the vendor and not a purchaser.
- 12.13 This is common in the capital of Australia. (ACT)



- 12.14 Another opinion is to inspect the properties general condition and any items requiring maintenance. These areas generally include the interior of each room on a room by room basis, the exterior, the roof exterior, the sub floor, the roof void space, garage, gardens, outbuildings and site drainage.
- 12.15 A due diligence task of having a pre-market sale Property Condition Report allows the seller to obtain a clearer understanding of the value of their asset.
- 12.16 It will allow a seller to fix any issues before bringing it to the market, as well as have the foresight to handle any discrepancies a buyer proposes.
- 12.17 This is extremely important because it will save a lot of time and money for both parties in this transaction.
- 12.18 Doing this will give the vendor/owner a firm position of where they stand. The buyer/purchaser will also know here that the vendor/owner has the best interest of the property.



12.19 If marketing to Real Estate Agents it would be prudent for the property inspector to do the following:

12.19.1 OFFER REFERRAL % COMMISSIONS PAID TO THEM FOR THE REFERRAL!

12.19.2 THE AGENT MAINTAINS THE SELLER'S LISTING AND THE SELLER RELATIONSHIP DURING AND AFTER THE TRANSACTION. THIS IS LIKE THE PROPERTY INSPECTOR IS BEING BROUGHT INTO THE PICTURE AS ANOTHER "VENDOR".

12.19.3 IF A PROPERTY IS UNDER A LEASE, THEN THIS INSPECTION TYPE IS A GREAT OPTION FOR THE MAINTENANCE AND UP-KEEP OF AN INVESTMENT PROPERTY.

12.19.4 NO RISK TO THE AGENT, ONLY GAIN!



12.20 Property Inspectors can also marketing to Property Investors, aged village facilities, strata managers to offer Pre-Market property inspections.

*[End of section 12]*

ACCLAMATION 12:FOR SALE

Real Estate Agent Ad:

"If we don't sell your house within  
two weeks,

We will gladly refund every cent  
you have not paid us yet."



This page is left intentionally blank

### 13 Dispute Resolution; HS-DR-2012

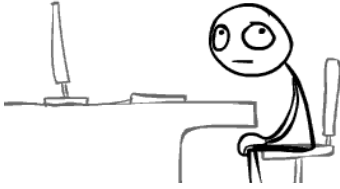
- 13.1 THE RANGE IN WHICH YOU ARE EXPECTED TO INSPECT:
- 13.2 NOTE: HS-Inspect-2012: Criteria that show the minimum required to inspect a residential property and the developing of the report.
- 13.3 An accredited inspector is deemed a properly qualified inspector to provide quality guidance to their client in relation to any features of the dwelling inspected.
- 13.4 Criterion to show the minimum requirement to inspect a residential dwelling for Mould ID and the developing of the report.
- 13.5 Resolution definition: A firm decision to do or not to do something!
- 13.6 To resolve a building dispute during or after construction there are many methods used. The most effective are ADR and DAP's.
- 13.7 **Alternative Dispute Resolution: (ADR)** A process where negotiations take place instead of court proceedings. A choice is made clearer here. You can start by following these processes:



## SMARTER ADR

- 13.7.1 Smarter: To have developed a stylish way to direct disputes to a solution that is harmonious to all parties,
- 13.7.2 Alternative: Providing the optional opportunity of an unusual process to redirect disputes,
- 13.7.3 Dispute: This is an issue where a difference of opinion can be persuaded into a direction or resolution,
- 13.7.4 Resolution: A declaration of agreement is provided and the issues are resolved,
- 13.7.5 Due Diligence: A thorough investigation into each issue to be resolved using your area of expertise,
- 13.7.6 Duty of Care: A thought process to apply one's ability to individualise each issue,
- 13.7.7 Duty to Inform: An obligation to provide caution to a disputed situation to allow one thought process to actually evolve,





## THE WHAT IF FACTOR

13.7.8 WHAT IF.....

13.7.9 Why disputes occur...Disputes occur due to many factors;

1. a difference of opinion can be insulting and take the opposing individual into an area of doubt;
2. an argument evolves from an assumed fact based on no actual evidence;
3. to debate an item can create a heated discussion which becomes personal;

13.7.10 When disputes occur...A dispute happens due to;

1. cropping up in the most unexpected circumstances;
2. assumptions and various statements are made which are not based on actual fact;
3. an original agreement is broken;
4. a misunderstood theory based on a standard or code;

13.7.11 Dealing with disputes...What to do;

1. creating a trade-off;
2. pulling together collectively to be equal in a resolution

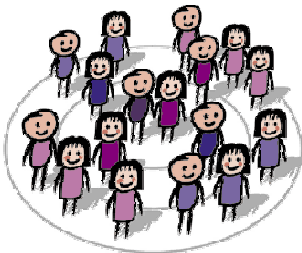


13.7.12 Cost savings...How;

1. know up front the total rates and costs of each stage;
2. be able to measure and budget your need to satisfy;
3. an upfront knowledge of being able to manage this process;

13.7.13 Save embarrassment...By;

1. hoard your true emotions;
2. bring to a head your thoughts;
3. to put aside shame of assuming the worst;

13.7.14 Prevent public forums from evolving...Carefulness:

1. a commune speak of assumptions;
2. illegitimate advisers;
3. a funnelled attempt to divert one in to be disillusioned;
4. barbecue mentality of opinionated individuals;

## 13.7.15 Today's professionals are being hijacked out of the true service they actually provide!

## 13.7.16 It's best to base any ADR experience on:



1. CONFIDENCE:
2. COMPETENCE:
3. ABILITY:
4. PRACTICALITY: where a trusted face, offers trusted solutions.

13.7.17 ALTERNATIVE DISPUTE RESOLUTION is the smarter way to:

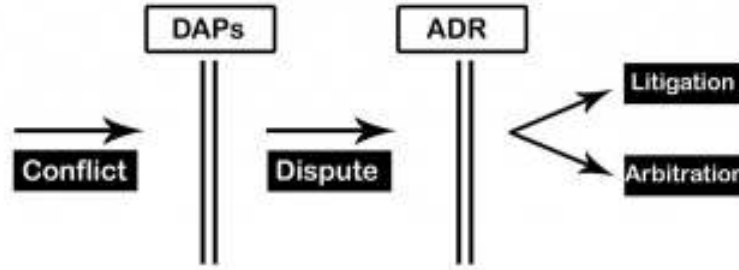
1. reduce dispute fees and charges;
2. prevent disputes escalating into 1,000's of dollars;
3. stop issues ending up in no win situations;

13.7.18 SMARTER ADR PROGRAMMING;

- start with a protocol;
- provide a series of events and practises that must take place;
- remain in contact with the parties and follow up;
- offer explanations;
- be descriptive in layman terms as communication is king;
- provide vital advice;
- offer understanding = the calming effect;
- carefully analyse each issue;
- keep a cost analysis on the time to resolve each issue;
- remain independent and not dependent;
- provide the cost saving analogy along the way;
- see the parallels of personal misfortunes that each issue has;
- offer alternative solutions in an amicable fashion;
- package the solutions in an agreed and acceptable format;
- provide a plan to bring the resolution to an end;
- follow up on this plan;
- sign off on the plan;
- = Smarter Alternative Dispute Resolution.

KNOW THIS PROCESS INSIDE OUT!

### 13.8 Dispute Avoidance Processes: (DAP's) Follow these processes,



- Follow the 5 elements of contract law,
- Mitigate the risk,
- Make plenty of contemporaneous notes of the conversations,
- Provide photographic evidence of all your findings,
- Copious notes and journalise what happened,
- Acknowledgement is king.
- Primary process: prevention,
- Secondary process: detection,
- Tertiary process: more focus on the prevention
- This process is also formalised as success in management where as a standard process is formulated to avoid disputes in the first place.

13.9 DAP's is the umbrella term encompassing a myriad of dispute prevention mechanisms and standards that are being used successfully on a wide variety of construction projects.



13.10 DAP's are proactive measures that are put in place at the commencement of a project, and these measures stay in place right through to project completion, to assist the contracting parties manage and resolve conflicts before they escalate into disputes.

13.11 Thus, DAP's materially differs in approach from Appropriate/Alternative Dispute Resolution (ADR), arbitration and litigation, in that these processes are only ever invoked after the contracting parties are embroiled in a dispute, and generally only once the project has reached completion and each party's position is firmly entrenched. DAP's will prevent this entrenchment beginning!

13.12 Projects and property inspection experts that use DAP's believe that prevention is better than cure when it comes to construction conflicts and disputes.

13.13 DAP's is a very dedicated way to being a major source for all things related to Dispute Avoidance.

### KNOW THIS PROCESS INSIDE OUT!



13.14 When the production of a dispute report is to be formalized it is best to formalise it in the form of a "Deed of Agreement"

13.15 Deed of Agreement: If a settlement of a disputed matter is proposed then a "Deed of Agreement" should be entered into.

A deed is intended to improve initiating negotiations.

These negotiations make for a successful transaction.

This Deed will need to clearly describe the terms of the agreement. The items agreed to item by item. In the event monies are owing then all terms of payment and acceptance signature sections are required to be provided within the deed.

All parties must acknowledge this deed to fulfil such agreement.



*[End of section 13]*

**ACCLAMATION 13:**Try to settle this Dispute

There was once a Scotsman and an Englishman who lived next door to each other. The Scotsman owned a hen and each morning would look in his garden and pick up one of his hen's eggs for breakfast.

One day he looked outside and saw that the hen had laid an egg in the Englishman's garden. He was about to go next door when he saw the Englishman pick up the egg.

The Scotsman ran up to the Englishman and told him that the egg belonged to him because he owned the hen.

The Englishman disagreed because the egg was laid on his property.

They argued for a while until finally the Scotsman said, "In my family we normally solve disputes by the following actions: I punch you in the nose and note how long it takes you to recover, then you punch me in the nose and note how long it takes for me to recover, whomever recovers quicker wins the egg."

The Englishman agreed to this and so the Scotsman held the heaviest object he could find, took a few steps back, then ran toward the Englishman and punched him as hard as he could in the nose.

The Englishman fell to the ground and was howling in agony and holding his nose for thirty minutes.

Eventually the Englishman stood up and said,  
"Now it's my turn to punch you."  
The Scotsman said, "Keep the lousy egg!"

This page is left intentionally blank

## 14 Strata & Pre-Acquisition: HS-STR:PPI-2013

14.1 THE RANGE IN WHICH YOU ARE EXPECTED TO INSPECT:

14.2 NOTE: HS-Inspect-2012: Criteria that show the minimum required to inspect a residential property and the developing of the report.

14.3 An accredited inspector is deemed a properly qualified inspector to provide quality guidance to their client in relation to any features of the dwelling inspected.

14.4 Criterion to show the minimum requirement to inspect a residential dwelling for Mould ID and the developing of the report.

14.5 What is Strata:

14.5.1 Residential,

14.5.2 Commercial,

14.5.3 High rise,



14.5.4 Town houses,





14.5.5 Duplex,

14.5.6 Factories,



14.5.7 Offices,



14.5.8 Retail,



## 14.5.9 Resorts,



## 14.5.10 Serviced apartments,



## 14.5.11 Caravan Parks and alike...



14.5.12 Prior to the introduction of the strata title legislation, it was not possible in Australia to hold a title deed for a part of a building,

14.5.13 The Conveyancing (Strata) Act 1961 was introduced to enable the subdivision of lots into strata and the transfer of these titles,



14.5.14 This was welcomed because owners received their title deed to a unit,

14.5.15 Many changes have taken place and the legislation is now called Strata Schemes Management Act 1996,

14.5.16 Strata title has progressed considerably since its inception in the 60's,

14.6 The common property can comprise recreational facilities, gym, sauna, swimming pool, tennis court, meeting room, golf course, etc.

14.7 All owners contribute to the maintenance of these facilities.

14.8 Further steps were made forward when legislation commenced to introduce a "tiered" owner's corporation system. This is called "Community Title".

14.9 This brought even more adventurous ways of subdividing land and buildings.

14.10 Community Associations have been established that include vineyards, horse stables, residential estates etc.

14.11 Strata title has enabled the subdivision of land and buildings into lots and common property.

14.12 The "lots" are the units or other areas owned by owner's.

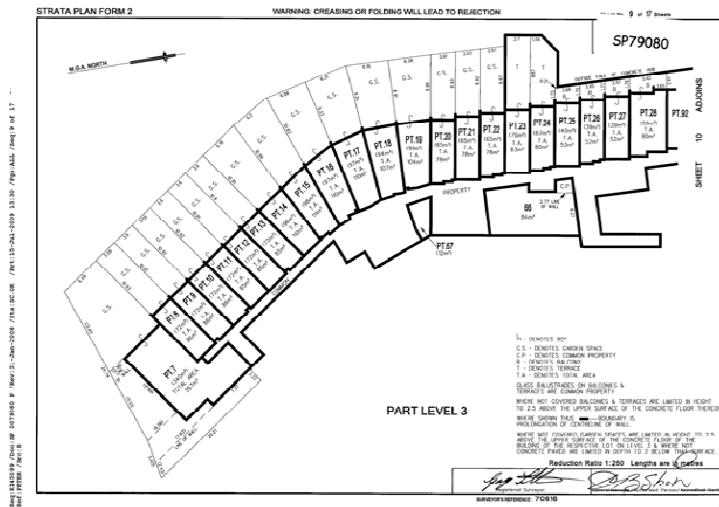
14.14 Apart from the unit there can be areas like laundries, WC facilities, car spaces, garages, carports, marinas which form part of the lot.

14.15 The common property is everything that does not form part of a lot and is owned by the Owner's Corporation (being the lot owner's, collectively.)

- 14.16 Provided the zoning permits the construction of a strata scheme, approval needs to be obtained from the Local Council to proceed with the development and then the subdivision of the property into lots and common property.



- 14.17 A registered surveyor draws a strata plan of subdivision showing which parts of the strata scheme will be lots, the remaining parts being common property.



- 14.18 All lots are allocated a unit entitlement and the schedule of unit entitlements is shown on the strata plan.

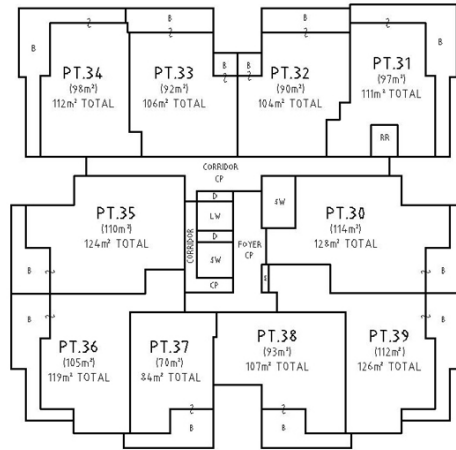
- 14.9 This plan is approved by the Local Council and then registered at the states Land Titles Office.

- 14.10 Certificates of Title are then issued by the Land Titles Office for each lot and one for the common property of the owner's corporation.

- 14.11 Once a strata plan is registered, not only does a strata scheme come into existence but an owners corporation is formed, which will then bear the name "The Owners - Strata Plan No....." (this number being allocated by the Land Titles Office).

## 14.12 COMMON PROPERTY OR NOT?

14.13 The boundaries between common property and lots are shown on the registered strata plan and are usually in **BOLD** lines. (Refer below;)



14.14 Copies of the relevant strata scheme can be obtained from the states Land Titles Office.

14.15 The boundary definitions vary depending upon when the strata scheme was first registered.

## 14.16 [Glossary of Strata Terms:](#)

14.17 **STRATA TERMS:** The management of a strata scheme is governed by the Strata Schemes Management Act (SSMA).

14.18 **ADMINISTRATIVE FUND:** Levies are paid into this fund to cover day-to-day expenses of the owner's corporation, i.e. electricity, gardening, insurance, routine repairs and maintenance of common property.

14.19 **AGENDA:** A list of motions to be voted upon at a meeting.

14.20 **AGGREGATE UNIT ENTITLEMENT:** The total of all the individual unit entitlements in the strata scheme.

14.21 **BY-LAWS:** A set of "rules" that the residents (owners and tenants) in the strata scheme must follow. These can be changed at a general meeting of the owner's corporation. All by-laws are not the same so it is wise to obtain a copy of the current by-laws for the strata scheme involved.

14.22 **CERTIFICATE OF TITLE:** A deed issued by the states Land Titles Office to prove ownership of a lot. The owner's corporation is also issued with a title deed for the common property.

14.23 **COMMON SEAL:** The owner's corporation has a seal styled "The owners - Strata Plan....." and this must be affixed whenever the owner's corporation executes a document.



14.24 **CERTIFICATE** (Section 109): Certificate issued by the strata managing agent or authorised person of the owner's corporation. It contains details of levy contributions, insurances, executive committee, etc. A statutory fee is payable to the owners corporation.

14.25 **COMMON PROPERTY:** The area of land and building in the strata scheme which do not form part of any lot.

14.26 **COMPANY NOMINEE:** A company must authorize a person in writing to vote at meetings on its behalf. A notice must be served on the owner's corporation.

14.27 **EXCLUSIVE USE:** This is when a special right is granted to an owner to use part of common property i.e. exclusive use of a car space located on common property.

14.28 **EXECUTIVE COMMITTEE:** Elected representatives of the owners. Election takes place at each annual general meeting. The powers of the Executive Committee are limited under the Strata Schemes Management Act, but the owner's corporation may also impose additional restrictions.



14.29 **GENERAL MEETING:** A meeting of owners and other interested parties (as noted on the strata roll) who have been advised by notice of a proposed meeting. The owner's corporation is required to convene and hold a general meeting once a year. This must be held on a date not earlier than one month before or later than one month after each anniversary date of the First Annual General Meeting.

- 14.30 **INITIAL PERIOD:** The period from the date of registration of the strata plan until the completion of the sale of one third of the aggregate unit entitlement. There are certain restrictions during the initial period.
- 14.31 **LEVIES:** Contributions paid by owners to the owners corporation to cover expenditure and allocation for capital expenditure. These are usually paid quarterly and the amount is based on unit entitlement.
- 14.32 **LOT:** In a strata scheme, a unit is referred to as a "lot". Car spaces, garages, laundries, marinas can also form part of a lot or are separate lots.
- 14.33 **MOTION:** A proposal for consideration by a meeting.
- 14.34 **ORIGINAL OWNER:** The owner of the strata scheme when the strata plan is registered.
- 14.35 **OWNERS CORPORATION:** Collectively the owners of the lots in the strata scheme. This is formed when the strata plan is registered.



- 14.36 **PROXY:** A person appointed in writing by an owner or mortgagee to attend an owner's corporation meeting and vote on that person's behalf.
- 14.37 **SINKING FUND:** Levies paid into this fund cover renewal and replacement of fixtures and fittings, E.G. painting, stairwell carpets.
- 14.38 **SPECIAL LEVY:** Lump sum contribution to cover either unplanned or underestimated expenditure.
- 14.39 **STRATA MANAGING AGENT:** Licensed strata managing agent appointed by the owner's corporation to manage the strata scheme and delegated certain functions. Appointment must be at a general meeting of the owner's corporation and a strata managing agency agreement must be executed by 2 members of the executive committee and the strata managing agent.

- 14.40 **STRATA PLAN:** This is the plan registered at the Land Titles Office which shows the building on the land indicating lots and common property.
- 14.41 **STRATA ROLL:** This is a register of the owners of each lot in the strata scheme. It also includes the name of any mortgagee, covenant chargee or lessee (if notified).
- 14.42 **STRATA SCHEMES MANAGEMENT ACT 1996 (SSMA):** The legislation under which all strata matters are dealt with in NSW.
- 14.43 **UNIT ENTITLEMENT:** Each lot is given a "unit entitlement" and this is shown on the strata plan. The amount of the unit entitlement varies depending on a number of factors, i.e. size of lot. Levies payable are calculated on the basis of unit entitlement.
- 14.44 **QUORUM:** Before any motion can be voted upon at a meeting, a quorum must exist, i.e.
- 14.44.1 25% of those entitled to vote, OR
  - 14.44.2 owner/owners holding 25% or more of the total unit entitlements,
  - 14.44.3 A quorum must consist of at least 2 persons,
  - 14.44.4 At executive committee meetings, a quorum is constituted when half of the members are present,



- 14.45 **STRATA SCHEMES OFFICE:** This office is part of the Department of Fair Trading and provides various services and assistance in strata matters. It also provides a mediation and adjudication service.
- 14.46 **SPECIAL RESOLUTION:** A motion against which not more than 25% of the value of the vote is cast (based on unit entitlement).



14.47 **UNANIMOUS RESOLUTION:** A motion against which no vote is cast.

14.48 **RESOLUTION:** A decision made at a meeting.



14.49 Reporting on pre-acquisition for strata units:

14.50 A property Inspector can provide a report per unit lot only or on the entire complex depending on the written instructions received from the client.

14.51 This section is what a Housesafe property building inspector shall do at a pre-acquisition property inspection.

14.51 The Housesafe property inspector must be suitable accredited by Housesafe or similar and clearly display his or her Template License Number.

14.52 This report may be used for other purposes other than what it is originally intended for providing the instructions provided are adequately displayed in the reporting document.

14.53 The reporting process can be followed in a similar fashion as per Pre-Acquisition, Defects and Special Purpose and Condition reporting methodology.

*[End of section 14]*



ACCLAMATION 14:STRATA

My neighbour knocked on my door at  
2:30 this morning....

Can you believe that?....2:30am!

Luckily for him,  
I was still up playing my drums....





www.housesafeinspections.com.au  
EMAIL: howard@hnkryan.com

Licensed to Housesafe - Copyright (2012) ©  
By: Howard James Ryan

