



# Owner Builder Defects Report (Section 137B)



Sample Report

Inspection prepared for: Sample Report

Date of Inspection: 1/3/2022 Time: 10:30AM

Weather: Fine

Inspector: Sample Report

Email: [admin@resicert.com](mailto:admin@resicert.com)

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## Table Of Contents

Items Requiring Attention - Summary	2
Our Services	3
Owner Builder Warranty Inspection	4
Inspector	4
Inspection Type	5
Inspection Details	5-6
Interior Areas	7
Kitchen	8
Laundry	8
Grounds	9-10
Thank you	11-15



### Items Requiring Attention - Summary

The summary below consists of potentially significant findings. These findings can be a safety hazard, a deficiency requiring a major expense to correct or items I would like to draw extra attention to. The summary is not a complete listing of all the findings in the report, and reflects the opinion of the inspector. Please review all pages of the report as the summary alone does not explain all of the issues. All repairs should be done by a licensed & bonded tradesman or qualified professional. I recommend obtaining a copy of all receipts, warranties and permits for the work done.



## Our Services

Check out the full range of Resicert inspection services. For complete details visit our website [www.resicert.com](http://www.resicert.com) by [clicking here](#) or click on the relevant heading below.

**Pre-Purchase Inspection:** Are you buying a new home? Our pre-purchase building and timber pest inspections will provide you with total peace of mind.

**Safety Barrier and Pool Condition Inspection:** Effective pool fencing also helps keeps young children safe. This is why pool safety laws are in existence. There are a number of aspects of a swimming pool that require regular attention to ensure they are safe places for all swimmers.

**Timber Pest Inspection:** A property is normally the largest investment people make in their lifetime, therefore it is important to protect your house (or the house you are about to buy) against timber pests by conducting regular bi-annual or annual inspections.

**Retrospective Approval:** Quite often additions or modification to a home or building need approval retrospectively –meaning AFTER they have been built.

**Handover Defects Inspection - (PCI):** Make sure that you are getting what you paid for your new home. This is a detailed inspection undertaken on your new home build before you make your final payment.

**Builders Warranty Inspection:** Homes that are less than 6 years old require a builder warranty inspection. This then remains with the home for 6 years regardless of ownership. Great way to ensure any issues that can be fixed whilst still under warranty are not missed.

**Owner Builder Warranty Inspection:** This is when a owner builder wishes to sell their home and builder warranty insurance is required. The insurance company requires a defects report which is what we provide.

**Termite Traps - DIY Termite Baiting System:** This is a "do it yourself" termite control system - which is generally less than a third of the cost of others systems in the market place. This system will help prevent termites from attacking your home and also treat termite activity.



# Owner Builder Warranty Inspection

## 1. Summary

MAINT	PREV	MONIT	DEFR	DEFIC

Summary: This report is on domestic building works under section 137B of the building Act 1993 (Owner-Builder Construction). Only building works that have been done in the last 6 years and 6 months are included in this report. The set criteria outlined for the purpose of this report as per the Building Act is as follows:

- Any defects found with the work
- Unfinished or incomplete work
- Identification of any second hand or reclaimed materials

This report has been produced for the primary purpose of disclosure and only home improvements that have been brought to the inspector's attention by the seller/owner builder are included. Any original or pre-existing areas of the property is not part of the scope of this report.

General maintenance or wear and tear that may have occurred since completion of the work in the inspected areas are also excluded from this report.

The purpose of this inspection is to assess the building works in the following areas: kitchen, wall removal, laundry, rear external door, deck and fence.

No building permit was produced for the deck. Therefore, does not guarantee that the appropriate application process has been followed to relevant legal requirements.

Any defects, incomplete work or second hand materials detected are included in the relevant sections. These items are flagged as DEFIC (in red print) and listed in the summary at the front of the report.

Observations:

- No defects were observed.
- No incomplete work was detected.
- No second hand materials detected.
- Access was adequate.

## Inspector

### 1. Your Inspector

Your Inspector:

- Joel Mangan

Contact Information:

Email: [jmangan@resicert.com.au](mailto:jmangan@resicert.com.au)

Mobile: 0481 581 641



# Inspection Type

## 1. Inspection Type

Type:

- Owner Builder Warranty Inspection

Reason:

- Defects Condition Report



# Inspection Details

## 1. Inspection Limitations

### Deferred

• 1. Unless we undertake a Timber Pest Inspection as part of your service we will not provide you with information in regards to rodents and timber pests or the possibility of hidden damage or health hazards caused by their presence. We recommend the property is inspected for these conditions by a qualified timber pest inspector, which we can do, in accordance with the latest revision of AS 4349.3. Reporting of mould is limited to the identification of the presence of mould in areas where it is apparent at the time of the inspection. Identification of strains/classifications/types of mould is not possible without sample testing and is excluded from this report.

2. Entering roof spaces that are heavily insulated can cause damage to the insulation and framing. Roof spaces with deep insulation cannot be safely inspected due to limited visibility of the framing members upon which the inspector must walk. In such cases, the roof space is only partially accessed, thereby limiting the review of the attic from the hatch area only. Inspectors will not crawl the roof space when they believe it is a danger to them or that they might damage the insulation or framing. There is a limited review of the roof space viewed from the hatch only in these circumstances. Due to the location and restricted visibility of roof structure tie-down fixings we cannot confirm compliance with AS1684.

3. The roof covering will not be walked upon if in the opinion of the inspector it is not safe to do so. Generally issues that prevent roof access include, access height over 3 metres, steep pitch, wet/slippery surfaces, deteriorated covering. Not being able to walk on the roof significantly limits our inspection which can result in hidden defects going undetected.

4. Any comments in this report relating to asbestos in the property is not exhaustive or conclusive. Asbestos location and assessment is not included as part of our normal inspection process. If you require a comprehensive assessment we recommend that you engage a appropriately qualified specialist contractor.

5. Where a current electrical safety certificate is required, this report does not satisfy or remove the need for that requirement.

6. Australian Standard AS 4349.1 recognises that a standard property inspection is NOT a warranty. To further protect your interests we strongly advise that you consider insuring your house against undetected structural damage and problems developing with the building structure in the future.

7. It may be a requirement, depending of the location of your property, that the main power is turned off prior to entering the roof space. If we are unable to meet this requirement during the inspection the internal roof space may need to be inspected from the manhole only.



[07-18]

## Interior Areas

### 1. Wall Condition

MAINT   PREV   MONIT   DEFR   DEFIC

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**Materials:**

- The internal non-load bearing plasterboard wall was reduced in size to create an open living space. This appears to have been completed to a satisfactory standard. No visible defects or unfinished work observed.



Red line indicates where the internal wall was originally located

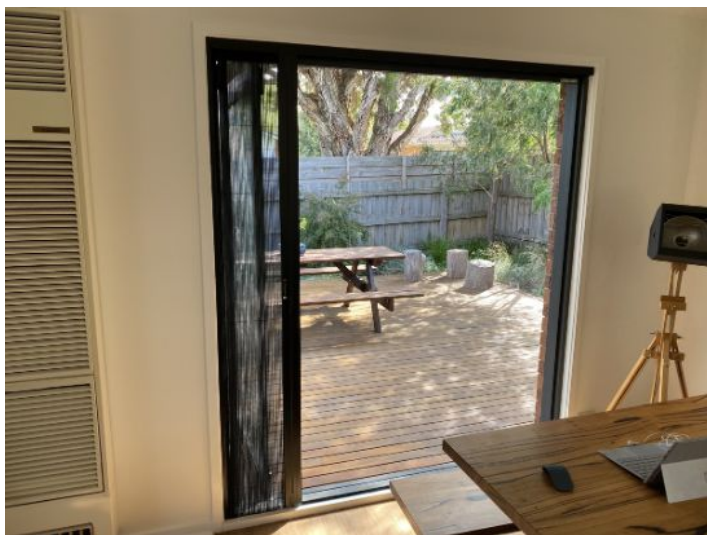
### 2. Doors

MAINT   PREV   MONIT   DEFR   DEFIC

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**Observations:**

- A large window was removed and an external aluminium door was installed in the original space. This appears to have been installed to a satisfactory standard. No visible defects or unfinished work observed.





# Kitchen

## 1. Cabinets

MAINT	PREV	MONIT	DEFR	DEFIC
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Observations:

- The kitchen and relevant components appear to have been installed and completed to a satisfactory standard. No visible defects or unfinished work observed.



# Laundry

## 1. Cabinets

MAINT	PREV	MONIT	DEFR	DEFIC
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Observations:

- The laundry installation appears to have been installed to satisfactory standards. No visible defects or unfinished work observed.



# Grounds

## 1. Fence Condition

MAINT	PREV	MONIT	DEFR	DEFIC
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Materials:**

- The hardwood cladded fence appears to have been constructed to a satisfactory standard. No visible defects or unfinished work observed.



## 2. Patio and Porch Decks

MAINT	PREV	MONIT	DEFR	DEFIC
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**Observations:**

- The timber deck appears to have been constructed to a satisfactory standard. No visible defects or unfinished work observed.



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**Certificate of Currency - Professional Indemnity Insurance**  
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## CERTIFICATE OF CURRENCY

This is to certify that cover is current as per details below

**DATE** 29th May 2021

**INSURED** Resicert Inspections Pty Ltd

**CLASS** Professional Indemnity Insurance

**PERIOD OF INSURANCE** 29th May 2021 to 28th May 2022

### DETAILS OF RISK

Indemnity in respect of liability resulting from Professional Negligence, error or omission as described within the Policy Wording and any activities associated therewith as:

Pre-purchase Building Inspections, Building Inspections, Project Management, Expert Witness, Building Design/Drafting and Training, Building Surveying, Strata Inspection Reports, Property Condition Reports and Rental Property Inspections, Residential Pool Inspections, Staged Constructions, Retrospective Approvals and Engineering Certification

**RETROACTIVE DATE** 1st July 2012 (Excluding known claims and circumstances)

**SUM INSURED** Anywhere in Australia

**LIMIT OF INDEMNITY** \$1,000,000 (excluding costs) Anyone claim and in the Aggregate

**INSURER** Resicert Inspections Pty Ltd Self Insurance Model  
13 Approach Road  
Boya WA 6055

**POLICY NUMBER** RLR SIP2022

SIGNED FOR AND ON BEHALF OF RESICERT INSPECTIONS PTY LTD

**Paul Antonelli - CEO**



Resicert Building & Timber Pest Inspection  
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ABN 52 603 597 057

# Thank you

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## **Resicert Inspection and Service Agreement - October 2021**

1.0 Acceptance of Agreement : The Client has made a booking, accepted the quotation and the inspector arrives on site to commence the inspection, the Client is deemed to accept this agreement as to the basis of the inspection being undertaken. This agreement takes precedence over any previous oral or written representations by Resicert.

2.0 Payment Terms : Full payment of the inspection is required prior to the inspection report and summary being provided to the Client.

3.0 Purpose of Inspection : The purpose of the inspection is to provide advice to the Client in relation to the condition of the property at the time of the inspection. This report is not an all encompassing report dealing with the building from every aspect. It is a reasonable attempt to identify any obvious or significant defects apparent at the time of the inspection.

4.0 Scope of Inspection : Scope of inspection will depend on the inspection type which the Client has selected. Pre-purchase inspections are undertaken in accordance with AS 4349.1 - 2007 - Inspection of buildings Part 1: Pre-purchase inspections— Residential buildings - unless otherwise stated below.

4.1 Basic and Standard Inspections : The inspection shall comprise visual appraisal and limited 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.

It is not required to contain any assessment or an opinion regarding the following:

-Any non-structural element, e.g., roof plumbing and roof covering, general gas, water and sanitary plumbing, electrical wiring, partition walls, cabinetry, windows, doors, trims, fencing, minor structures, non-structural damp issues, ceiling linings, floor coverings, decorative finishes such as plastering, painting, tiling, etc. -An assessment of any aspect or component of the property that cannot be seen or that requires testing and/or measurement to determine soundness. - Any area or item that was not, or could not be, observed by the inspector. -General maintenance other than that which is deemed to be directly related to the ongoing structural performance of the property. -Serviceability damp defects such as condensation, rising damp, lateral damp, falling damp should only be assessed and reported on where structural damage has occurred, is occurring, or may occur.

4.2 Plus Inspection : Resicert shall inspect accessible parts of the building and appurtenances, together with relevant features of the property within 30m of the building and within the boundaries of the site, or as otherwise agreed in the inspection agreement. In this context, relevant features include car accommodation, detached laundry, and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth embankments, surface water



drainage and storm water run-off.

4.3 Safety Barrier and Pool Condition Inspection (WA) as an add-on or stand alone: Inspection is completed in accordance with the Western Australian Private Swimming Pool Inspector Guidelines Inspecting Private Swimming Pool Spa Enclosures Second edition 24 July 2007 / Pool Safety Inspection (QLD &VIC) as a Compliance Inspection or Advisory only: inspection and report in accordance with AS1926 1&2-2007 and QDC MP3.4: Inspector has the right not to test or inspect any component if they believe that through operation or testing it may cause damage or is a potential safety issue. -Require permission, necessary access and any required components to operate or inspect items as outlined for this inspection - Unless otherwise advised we will assume that all components can be operated and will not be damaged when doing so. No liability relating to operating a component during the inspection. - Require applicable operational manual and/or instructions relating to the inspection of any component. -If we are required to start up or turn on any component, it will be necessary to have required start up information. Otherwise we reserve the right not to operate. -information contained in the WA Safety Barrier and Pool Condition Report (as an add-on or a stand alone) or a QLD &VIC Advisory Only Report is an information document only and will articulate potential issues that are likely to be flagged as deficient by council in the process of achieving required certification for the pool. It is not always possible to operate pumps. For pools and spas (excluding bath type spas located in bathrooms) to be tested must have a minimum level of water prior to commencement of inspection. Resicert accepts no liability for any subsequent drownings or accidents resulting in death or injury that may result from the advise provided in the Safety Barrier and Pool Condition Report. The Recommendations made in the report are for information only and Resicert will not seek compliance on behalf of any third party.

4.4 SMOKE ALARMS - (QLD) it is a requirement from 31 December 2021 that all rental properties are fitted with interconnected photoelectric smoke alarms, and from 31 December 2026 that all homes are fitted with interconnected photoelectric smoke alarms. These alarms must be installed in every bedroom, in hallways and on every level.

5.0 Extent of Reporting : Significant items to be reported are as follows: (a) Major defects as defined in AS 4349.1. (b) A general impression regarding the extent of minor defects. (c) Any major defect that is an urgent and a serious safety hazard.

6.0 Safe and Reasonable Access : This is a visual inspection only. 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 access. This will apply to roof spaces and underfloor access. 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. Roof inspection by walking upon the roof will be limited to single storey dwellings which are safely accessible with the use of a 3.6 metre ladder, and only when the slope, roof condition and climate do not reduce safety.

7.0 Exclusions from Inspection : Resicert need not inspect or report on the following items:Footings below the ground or concealed damp-proof course - the structural design or adequacy of any element of construction. - Electrical installations, smoke detectors, light switches and fittings, TV, sound and communications - Concealed plumbing, gas fittings and fixtures. - Whether the building complies with the provisions of any building Act, code, regulation(s) or by-laws. - Air-conditioning , alarm and intercom systems, automatic garage door mechanisms. - Swimming pools, pool fencing and associated filtration and similar equipment. - The operation of fireplaces and solid fuel heaters, including chimneys and



flues. - Soft floor coverings. - Electrical appliances including dishwashers, incinerators, ovens, ducted vacuum - Paint coatings, except external protective coatings. - Health hazards (e.g., allergies, soil toxicity, lead content, presence of asbestos). - Timber and metal framing sizes and adequacy and concealed tie-downs and bracing. - Timber pest activity. - Other mechanical or electrical equipment (such as gates, inclinators). - Soil conditions and control joints. - Sustainable development provisions. - Concealed framing-timbers or any areas concealed by wall linings/ sidings. - Lands

For Western Australian Residential Properties built pre-1970's, we recommend an electrical inspection to ensure the Roof cabling is satisfactory.

8.0 Liability and Limitations : The Resicert report does not constitute a guarantee in relation to the property. It is a limited opinion of condition of the inspected property at the time of inspection. Resicert's liability in relation to the inspection and report will be limited to a refund of the inspection fee. The inspection and report is undertaken for the Client named on the report. No responsibility is accepted to any third party.

9.0 Money Back Guarantee : If the client is not fully satisfied with the building inspection and/or building inspection report provided, Resicert will refund 100% of the building inspection fee to the client. This will require the client to complete the request for a refund application form and agree to the conditions there-in stated prior to a refund. This guarantee only applies for a period of 60 days from the date of the inspection. After this period it is at the full discretion of Resicert whether a request for a refund will be approved.

10.0 Follow up inspections : The initial fee does not allow for any follow up visits, if required, to the residence. A quote to undertake this activity will be provided if necessary.

11.0 Estimates Provided : Any estimates or budgets provided relating to work required to be undertaken is purely to provide an indication of approximate costings. The figures provided are not a quotation or estimate to carry out any works and can not be relied upon for this purpose. All estimates and budgets which are provided are done so only on this basis, and no liability, with the client or any third party, whatsoever will be accepted in relation to budgets and estimates provided, unless otherwise stated.

12.0 Probable Costings : Any probable costings outlined represent an opinion of renovation costs only which can vary considerably depending on range of factors including but not limited to:

Type and standard of materials, fittings and fixtures chosen. -Level of of client involvement and engagement required - Construction method and process chosen -Overall timings and duration of works undertaken -Fluctuations in building materials and labour costs -Scale and extent of the renovation project -When the renovation project is undertaken - Location of the works and site conditions

The probable costings provided is based on standard rates for previous projects and is not an elemental or detailed estimate. A detailed estimate of this nature can be provided by a Quantity Surveyor or through obtaining quotations from appropriate suppliers and tradesman.

13.0 Approvals for access to property : The Client represents and assures Resicert that the Client has secured all approvals necessary for entry onto the premises to be inspected. Client further agrees to defend, indemnify and hold



harmless Resicert from demands or claims alleging a trespass upon the premises to be inspected. It is the responsibility of the Client or Agent to ensure the utilities are on at the time of inspection. Resicert recommends checking for permits on all additional construction performed on the property after the original construction.

14.0 Termite/Pest Inspection Coordination: (1) Resicert Property Inspections does not carry out all of the pest Inspection services in NSW, VIC, SA or produce the written report. This is the case if the logo at the top of the report does not say Resicert. (2) Resicert simply conveys orders to independent companies for completion in these cases. (3) All pest Inspection providers have current professional indemnity insurance. The Client and the provider indemnify Resicert to and from any, omissions, errors, damage, consequences and legal action resulting from the pest inspection services and reports. (4) Resicert does not carry professional indemnity insurance which relates to pest inspection services if a third party company conducts the inspection. (5) Resicert cannot and does not accept liability in relation to the pest Inspection providers service, and / or content of written reports or warranties which may be provided in the event of delivery by a third party company. The Client's acceptance of the pest inspection coordination service that Resicert provides is done so based on your full understanding and acceptance of these conditions.

15.0 Proprietary Rights: The report, contents, comments and format of this inspection report are the proprietary rights of Resicert Property Inspections and subject to copyright law. Unlawful duplication can result in penalties.

16.0 Asbestos Disclaimer: If during the course of the inspection asbestos or materials containing asbestos happened to be noticed then this may be noted. Many building materials for many years contained or were comprised entirely of asbestos material. Approximate dates for legal disuse include: sprayed/lagging - late 1970s, cement sheeting - 1982, corrugated sheeting - 1984, other asbestos cement products - 1986, gaskets - 1997, friction pads - 2003. While your inspector may indicate that there may be some suspected asbestos material at the property, any property constructed prior to 2004 may have elements of asbestos in the materials, lagging, insulation, cement sheeting, piping, floor coverings, floor underlay, expansion joints, caulking, sink pads, toilet systems, pipe insulation, gaskets, gasket insulation and more materials and locations around the home. The only conclusive way to determine if asbestos is present in the home or as a part of the materials in the home is to take a sample and have it professionally tested. This sampling falls outside of the scope of this inspection. Sheeting and asbestos materials should fully sealed. If it is damaged, it should be dealt with immediately. If asbestos is noted as present within the property you should then seek advice from a qualified asbestos removal expert for further details and information on this material. Drilling, cutting or removing products containing asbestos is a high risk to peoples health and the Client should seek advice from a qualified asbestos removal expert.

17.0 Not a "Certificate of Building Compliance" report (For reports within ACT): The report may contain copies of any approved plans, building approvals, building permit and Certificates of Occupancy and act as a compliance report for the purposes of "Building and Compliance". However, any comments made by the person who prepared the report as to whether or not, in the opinion of the inspector, the structures on the land substantially comply with the approved plans (if any) are made on the basis of a review of the plans and the visually accessible parts of the property at the time of the inspection.

18.0 Ownership rights :Resicert retains ownership and all rights to the inspection report. Resicert has the rights to all data collected during the inspection and compiled in the report. Resicert has the right to on-sell the inspection report to 3rd parties subject to removal of any specific Client details. All rights reserved.



19.0 In the event that a defect is identified that has not been documented in this report, Resicert must be notified before any remedial work is undertaken. No Liability shall be accepted where remedial action is taken prior to Resicert being advised of the defect and given the opportunity to re-inspect the property and identify the defect.

[10-17]

