



EXPERT WITNESS INSPECTION

1234 Main Street
Melbourne, VIC 3000

Buyer Name
13/02/2024 9:00AM



Inspector

MAISON AZDARI
Building Consultant & Expert Witness -
NCAT, OVCAT & QCAT Bachelor of Civil
Engineering Builders Reg No: NSW: 366172C
| VIC: DBU-41642 | QLD Builder &
Residential Building Inspector Reg No:
15151453 Steel Structures Welding
Inspections Certificate Termite Inspector
1300 471 805
booking@ownerinspections.com.au



Agent

Agent Name
555-555-5555
agent@spectora.com

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Inspection Agreement

1. This is an Agreement between you, the undersigned Client, Lee Butler, and us, Owner Inspections, pertaining to our inspection of the Property at 23 Greenwich Avenue, Pimpama, QLD 4209.
2. If there is more than one Client, you are signing on behalf of all of you, and you represent that you are authorised to do so.
3. 'Owner Inspections' Report carries out in accordance with the guidelines of Australian Standard 4349.1 2007 (Standard) which covers the minimum requirements for the Visual Inspection of residential buildings. The purpose of the Inspection is to provide a visual Inspection and provide in-writing advice only to the prospective purchaser/owner regarding the condition of the property at the date and time of Inspection.
4. The Report is NOT a certificate of compliance that the property complies with the requirements of any Act, regulation, ordinance, local law or by-law, local council or other authorities, or as a warranty or an insurance policy against problems developing with the building in the future.
5. The Report is based on the condition of the inspected property at the date and time of Inspection. While the Inspection and Report conducted and prepared with the possible care, still some access limitation and safety hazards can limit the Inspector's ability to detect all defects. These limits and safety items are defined in the standards.
6. The Report assumes that the existing use of the building will continue. If the vendor/owner wishes to change the use of the property, a permit to be acquired from the local authorities.
7. This Report does not include the identification of unauthorised building work or work not compliant with building/council regulations. The Report does not include identification of the municipality regulations and requirements as well as identification of design defects for the construction. According to the Standards, the estimate of the costs of the rectifications is not required in this Report.
8. The construction stage Inspection Report is prepared based on the opinion and assessment of the Inspector at the date and time of the Inspection on the general condition of the inspected property. The Report will not guarantee to include all defects. The Report reflects the quality of workmanship only and will not diminish the responsibility of the builder. The building company has and will have the full responsibility of the build as specified in the law and regulations. This Inspection Report is to Client as a piece of advice and is not a mandatory stage Inspection specified in the Acts and Regulations and building permit.
9. We do not perform engineering, architectural, plumbing, or any other job function requiring an occupational license in the jurisdiction where the property located. If we hold a valid occupational license, we may inform you of this, and you may hire us to

perform additional functions. Any agreement for such additional services shall be in a separate writing.

10. Checking Legal matters, building contract, design, easements, local council restrictions and requirements, crossovers, title, boundaries, connections, building envelope, planning and building permits, setbacks and zonings are out of this Inspection and Report scope of work.

11. The Report will not include defects that may only be apparent in certain weather conditions or defects that have not yet appeared due to prolonged periods of wet or dry weather or other reasons.

12. An inspector shall only inspect areas where safe and unobstructed access provided. Reasonable access is defined in AS4349.1-2007 and this Agreement. Reasonable access does not include removing stored material/goods, nails, screws, cutting or making access hole, and moving furniture.

13. We will not test for the presence of radon, a harmful gas, mould, presence of asbestos, soil contamination, or other environmental hazards or violations.

14. The Report does not identify the presence of pests, or any damage caused by pests (e.g. termites, borers, etc.) unless the Client added to the requested service.

15. The Inspection is not intended to include rigorous assessment of all building elements in a property. Any maintenance and general advice items are a helpful guide only. The Report does not necessarily include all maintenance items.

16. If you request a re-Inspection, the re-Inspection is subject to the terms of this Agreement and re-Inspection fee.

17. The Report will be based on the Inspector's assessment on major defects and safety hazards evident and visually visible on the date and time of the Inspection. The Report will also provide a general assessment of the property and collectively comment on minor defects which would form a regular part of property maintenance.

18. Limitation on Liability and Damages: We are not liable for any cost of repair or replacement of unreported defects, either current or arising in the future. In all cases, our liability is limited to liquidated damages in an amount not greater than 1.5 times the fee you paid us. You waive any claim for consequential, exemplary, special or incidental damages or for the loss of the use of the home/building. You acknowledge that these liquidated damages are not a penalty, but that we intend it to: (i) reflect the fact that actual damages may be difficult or impractical to ascertain; (ii) allocate risk between us; and (iii) enable us to perform the Inspection for the agreed-upon fee. If you wish to eliminate this liquidated damage provision, we are willing to perform the Inspection for an additional fee of \$2,000 payable in advance upon your request.

19. Our Inspection and Report are for your use only. You give us permission to discuss our observations with real estate agents, owners, builders, or other interested parties. You will be the sole owner of the Report and all rights to it. We are not responsible for the use or misinterpretation by third parties, and third parties who rely on it in any way do so at their own risk and release us (including employees and business entities) from any liability whatsoever. You are not allowed to send/show our Report and/or a quotation to our market competitors. If Owner Inspections realise

that our competitor has/saw our Report belonging to you and your property, we have the right to take legal action to retrieve damages. If you or any person acting on your behalf provide the Report to a third party who then sues you and/or us, you release us from any liability and agree to pay our costs and legal fees in defending any action naming us. Our Inspection and Report are in no way a guarantee or warranty, express or implied, regarding the future use, operability, habitability or suitability of the home/building or its components. We disclaim all warranties, express or implied, to the fullest extent allowed by law.

20. You agree that the exclusive venue for any litigation arising out of this Agreement shall be in Australia, where we have our principal place of business. If you fail to prove any claim against us, you agree to pay all our legal costs, expenses and attorneys' fees incurred in defending that claim.

21. If a court declares any provision of this Agreement invalid, the remaining provisions remain in effect. This Agreement represents our entire Agreement; there are no terms other than those set forth herein. All prior discussions are merged into this Agreement. No statement or promise by us shall be binding unless reduced to writing and signed by one of our authorised officers. Any modification of this Agreement must be in writing and signed by you and by one of our authorised officers. This Agreement shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. You will have no cause of action against us after one year from the date of the Inspection.

22. If a court finds any term of this Agreement ambiguous or requiring judicial interpretation, the court shall not construe that term against us because of the rule that any ambiguity in a document is construed against the party drafting it. You had the opportunity to consult qualified legal advice before accepting this Agreement.

23. You may not assign this Agreement.

24. BY BOOKING THE INSPECTIONS, YOU CONFIRM THAT YOU HAVE CAREFULLY READ THIS AGREEMENT. YOU AGREE TO IT AND ACKNOWLEDGE RECEIVING A COPY OF IT.

Conditions of Inspection

An Inspection Report may be conditional on Prevailing weather conditions or recent occupancy and use of services that might affect observations; Information provided by the Client or the agents of the Client; Deliberate concealment of defects; Any other relevant factor limiting the Inspection.

Inspection Records

The Inspector shall record the following information prior to, or during the course of, the Inspection: Identity of the Inspector undertaking the Inspection; Identity of the Client; The address of the property inspected; Date of Inspection; Weather conditions at the time of the Inspection; Limitations of Inspection with respect to the accessible area; Observation of defects.

Areas for Inspection

The Client shall arrange right of entry, facilitate physical access to the property and supply necessary information to enable the Inspector to undertake the Inspection and prepare a report. The Inspector is not responsible for arranging access to property or

parts of the property. Areas where reasonable entry is denied to the Inspector, or where reasonable access is not available, are excluded and do not form part of, the Inspection.

The Inspector shall inspect accessible parts of the building and appurtenances, together with the relevant feature of the property within 30 m 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, ablution facilities and garden sheds, retaining walls more than 700 mm high, paths and driveways, steps, fencing, earth embankments, surface water drainage and stormwater run-off.

The following areas shall be inspected where applicable: The interior of the building; The roof space; The exterior of the building; The sub-floor space; The roof exterior; The property within 30 m of the building subject to Inspection.

Significant items to be reported are as follows:

(a) Major defects.

(b) A general impression regarding the extent of minor defects, for example, significantly deteriorating exterior paint.

(c) Any major defect that is an urgent and serious safety hazard, for example, unsafe balustrades or imminent collapse of a structural member.

Items to be inspected where applicable:

Interior: Ceilings, Walls, Timber floors, Concrete floors, Timber or steel frames and structure, Timber windows, Metal/Aluminium framed windows, Doors and Frames, Kitchen: Benchtop, Cupboards, Sink/Taps, Tiles, Bathroom/WC/Ensuite: Cistern and pan, Bidet, Taps, Tiles, Bath, Shower, Vanity, Basins, Ventilation, Mirror; Laundry: Taps, Tubs/Cabinet, Tiles, Ventilation; stairs: Stringer, Handrail/Balusters, Treads and risers.

Exterior: Walls, Timber or steel frames and structure, Stairs, Balconies, Verandas, patios, decks, suspended concrete floors, balustrades, Roof, Skylight, Valleys, Guttering, Downpipes, Eaves, Fascia and bargeboards.

Roof Space: Roof covering, Roof framing, Sarking, Party walls, Insulation.

Subfloor Space: Timber Floor, Suspended concrete floors.

The site: Car accommodation, detached laundry, ablution facilities and garden sheds, Retaining walls, Paths and driveways, Steps, Fencing, Surface-water.

Exclusion of items from Inspection:

Footings below ground.

The operation of fireplaces, solid fuel heaters, chimneys and flues.

Electrical appliances including dishwashers, incinerators, ovens, ducted vacuum Systems, Alarm and Intercom systems, air-conditioning.

Swimming pools and associated filtration and similar equipment.

Concealed damp-proof course, plumbing, gas fitting and fixtures.

Concealed tie-downs and bracing, framing-timbers or any areas concealed by wall linings/sidings.

Health hazards (e.g., allergies, soil toxicity, lead content, radon, presence of asbestos or urea-formaldehyde).

Soil conditions, control joints.

Sustainable development provisions, Environmental matters (e.g., BASIX, water tanks, NCC Environmental Provisions), Energy and lighting efficiency, Landscaping.

Rubbish, Stored items, furniture and accessories.

Safe and reasonable access

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. 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. Reasonable access shall be determined as below:

Roof interior: minimum 400mm x 500mm access hole, 600mm x 600mm crawl space, accessible from a 3.6m ladder.

Roof exterior: Accessible from a 3.6m ladder placed on the ground.

Sub Floor Area: 400mm x 500mm access hole; 400mm x 500mm crawl space. 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.

Subfloor areas sprayed with chemicals are not to be inspected unless it is safe to do so. Areas, where reasonable entry is denied to the Inspector or where reasonable access is not available, are excluded from and do not form part of the Inspection.

Access Limitation:

The Inspector will conduct a non-invasive visual Inspection which will be limited to those accessible areas and sections of the property to which Safe and Reasonable Access is both available and permitted on the date and time of the Inspection. 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 Inspection. Those areas may be the subject of an additional Inspection upon request following the provision or reasonable entry and access.

The Inspection excludes the inside of walls, between floors, inside skillion roofing, inside the eaves, behind stored goods in cupboards, and other areas that are concealed or obstructed. The Inspector will not dig, gouge, force or perform any other invasive procedures.

Examples of access limitations:

The legal right of entry, locked doors/windows, security systems, pets, furniture or other Obstructions, Height, narrow boundary clearances, thick vegetation, small roof or crawl space, adverse weather conditions.

The Report shall identify any area or item within the scope of the Inspection that was not inspected and the factor that prevented Inspection.

Acceptance criteria:

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

Definitions

Access hole (cover): An opening in flooring or ceiling or other parts of a structure (such as service hatch, removable panel) to allow for entry to carry out an Inspection, maintenance or repair.

Accessible area: An area of the site where sufficient, safe and reasonable access is available to allow Inspection within the scope of the Inspection.

Building element: Portion of a building that, by itself or in combination with other such parts, fulfils a characteristic function.

Client: The person or other entity for whom the Inspection is being carried out.

Defect: Fault or deviation from the intended condition of a material, assembly, or component.

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 who is responsible for carrying out the Inspection.

Limitation: Any factor that prevents full or proper Inspection of the building.

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.

Defect: Fault or deviation from the intended condition of a material, assembly, or component.

Minor defect: A defect other than a major defect.

Serviceability defect: Fault or deviation from the intended serviceability performance of a building element.

Structural defect: Fault or deviation from the intended structural performance of a building element.

Structural element: Physically distinguishable part of a structure; for example, wall, columns, beam, connection.

Subfloor space: Space between the underside of a suspended floor and the ground.

Roof space: Space between the roof covering and the ceiling immediately below the roof covering.

Site: Allotment of land on which a building stands or is to be erected.

Type of Defects:

A - Damage: The fabric of the element has ruptured or is otherwise broken.

B - Distortion, Warping, Twisting: An element or elements has been distorted or moved from the intended location.

C - Water penetration, Damp related: Moisture is present in unintended or unexpected locations.

D - Material deterioration (rusting, rotting, corrosion, decay): An element or component is subject to deterioration of material or materials.

E - Operational: An element or component does not operate as intended.

F - Installations (including omissions): The element or component is subject to improper or ineffective installation, inappropriate use, or missing components.

Expert reports play a significant role in many building and construction disputes. The manner in which a report is prepared and the content of the report itself must be given careful consideration before being finalized. Experts should consider what is unnecessary or potentially detrimental in preparing a report.

There are 3 key areas where experts must pay particular consideration:

1. The inadvertent disclosure of privileged documents;
2. The preparation of working notes and drafts; and
3. Providing opinion outside the scope of their expertise or instructions.

Rule 212 of the Uniform Civil Procedure Rules, which govern civil proceedings in all courts in Queensland, specifically requires the disclosure of expert reports. This effectively puts into force the Supreme Court decision in *Interchase Corp Ltd (in liq) v Grosvenor Hill (Qld) Pty Ltd (no. 1)* ("Interchase").

The decision in Interchase is binding not only on the Courts but probably also on Tribunals and other quasi-judicial hearings so that regardless of the forum, an expert report will be discoverable to the other side. However, the requirement to disclose an expert report does not in itself waive the general principle of legal professional privilege and accordingly the two must be balanced.

Legal professional privilege in simple terms applies to communications between the expert and another party, (not necessarily a solicitor

Providing an opinion outside the scope of expertise

An expert in providing a report owes a paramount duty to the court or tribunal to provide an unbiased and balanced opinion.

Experts should restrict their opinion to issues on which they are specifically instructed and for which they have expertise. In particular experts should refrain from giving opinion on liability or legal issues.

It must be remembered that it is the responsibility of the court or tribunal to decide issues of liability and law. Liability concerns the application of legal principles (most often under tort or contract) to the evidence before the court or tribunal.

Whilst it is appropriate for experts to report on what they observe, causative elements, whether or not that work complies with applicable standards, codes, legislation or good practice and whose responsibility it would normally be for such work, the determination of who is ultimately liable is not for the expert to say. An expert can probably attribute or apportion fault but not make a decision on whether someone has been negligent.

A common example would be a report on a footing failure. An expert will be able to comment on the nature and extent of the fault, the likely cause of the problem and even who would normally be responsible for ensuring that such problems did not occur but the liability for the fault will be dependent on numerous facts (often outside the knowledge of the expert) and may involve contractual issues and various parties such as the builder, proprietor, engineer, surveyor or architect. A determination of who is liable and in what proportion can only be made by the judge once all of the evidence has been heard.

SERVICES:

Electrical Installation: All electrical wiring, meter-box and appliances need to be checked by a qualified electrician. The checking of any electrical item is outside the scope of this report. It's recommended that a licensed electrician be consulted for further advice.

Plumbing: All plumbing needs to be inspected and reported on by a plumber. It's recommended that a licensed plumber be consulted for further advice.

Hot Water Service: All hot water services need to be inspected and reported on by a plumber and/or electrician. It's recommended that a licensed plumber and/or electrician be consulted for further advice.

Gas: All gas services need to be inspected and reported on by a gas plumber. It's recommended that a licensed gas plumber be consulted for further advice.

Phone: All phones, phone lines and outlets need to be inspected and reported on by a telecommunications technician. It's recommended that a telecommunications technician be consulted for further advice.

Smoke Detectors: Australian Standard AS 3786 - Advises that Smoke detectors are required for all buildings where people sleep. It is recommended that an electrician be consulted to give advice on those installed or install these detectors.

ESTIMATING DISCLAIMER: Any estimates provided in this report are merely opinions of possible costs that could be encountered, based on the knowledge and experience of the inspector, and are not estimates in the sense of being a calculation of the likely costs to be incurred. The estimates are NOT a guarantee or quotation for work to be carried out. The actual cost is ultimately dependent upon the materials used, the standard of work carried out, and what a contractor is prepared to do the work for. It is recommended in ALL instances that multiple independent quotes are sourced prior to any work being carried out. The inspector accepts no liability for any estimates provided throughout this report.

CONTACT THE INSPECTOR

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

applicable to the area of the Inspection.

SUMMARY



GENERAL ADVICE



DEFECTS



MAJOR DEFECTS/SAFETY HAZARDS



2.1.1 Inspector's Details - Expert Witness: Maison Azdari: Reference to any personal or professional relationship between the expert witness and the party for whom the report is prepared

2.1.2 Inspector's Details - Expert Witness: Maison Azdari: The Scope of the report



2.1.3 Inspector's Details - Expert Witness: Maison Azdari: Name and qualifications of any person who carried out tests the expert relied on

3.1.1 Inspection Summary - Inspection Summary: Expert's opinion in summary

3.1.2 Inspection Summary - Inspection Summary: Inspector's declaration and Signature - Maison Azdari

3.1.3 Inspection Summary - Inspection Summary: Legal Advice

5.1.1 House External - Brickworks: Efflorescence on bricks

5.1.2 House External - Brickworks: General views - left

5.1.3 House External - Brickworks: General views - rear

5.1.4 House External - Brickworks: General views - right

6.1.1 + Site Drainage - + Site Grading: + Cladding/ground clearance required - Soil, min 150mm

6.1.2 + Site Drainage - + Site Grading: + Grading Is Required

6.1.3 + Site Drainage - + Site Grading: Vapour/Moisture Barrier noted under the side walk

6.2.1 + Site Drainage - + Stormwater Drainage System (Underground): + Blocked/Broken Pipe

7.1.1 + House Internal - Mould: Mould noted - Lounge Area

7.1.2 + House Internal - Mould: Garage concrete surface used as a reference for moisture level

7.1.3 + House Internal - Mould: Study

7.1.4 + House Internal - Mould: Bedroom 2

7.1.5 + House Internal - Mould: Bedroom 3

7.1.6 + House Internal - Mould: Master bedroom

1: COVER PAGE

		A	B	C	D	E	F	N	U
1.1	Cover Page								

A = Damage B = Distortion Wrapping Twisting C = Water Penetration Damp Related
F = Installations (Inc. Omissions) D = Material Deterioration E = Operational
N = Not Applicable U = Unable to Inspect

Information

Cover Page: The QCAT reference number

TBC

Cover Page: Date of the inspection(s)

04/07/2022

Cover Page: Date of the report

Cover Page: The address of the property

23 Greenwich Avenue, Pimpama,
QLD 4209

Cover Page: The name of the person the report has been prepared for

Lee Butler

2: INSPECTOR'S DETAILS

		A	B	C	D	E	F	N	U
2.1	Expert Witness: Maison Azdari								

A = Damage B = Distortion Wrapping Twisting C = Water Penetration Damp Related D = Material Deterioration E = Operational
 F = Installations (Inc. Omissions) N = Not Applicable U = Unable to Inspect

Information

Expert Witness: Maison Azdari: Expert's: Maison Azdari

Expert's Details:

Full Name: Maison Azdari

Address: Level 14, 380 St Kilda Rd, Melbourne, VIC 3000

Email: maison.a@ownerinspections.com.au

Mobile: 0456 111 000

- Has the expert read the 'Practice Note - Expert evidence (PNVCAT2)? **YES**

Inspector's Qualifications:

University Degree - Bachelor of Civil Engineering, 2001 - 2006

Recognised as a Professional Civil Engineer by ENGINEERS AUSTRALIA, 2009

CPCCWHS3001 - Identify Construction Work Hazard and Select Risk Control Strategies, 2019

CPCCBC4026A - Arrange building applications and approvals, 2019

Cert IV in Building and Constructions (Estimating), 2012

Cert IV in Building and Constructions (Building), 2013

Diploma of Building and Constructions (Building), 2013-2014

VIC: Registered Builder - (Unlimited) Victorian Building Authority (VBA) - Registration number: **DBU-41642**

NSW: Registered Builder - (Contractor) NSW Fair Trading - Registration number: **366172C**

QLD: Registered Builder (Open) & **Completed Residential Building Inspector**

Queensland Building & Construction Commission (QBCC) - Registration number: **15151453**

Completed Termite & Timber Pest Management Course Including:

* CPPUPM3008 - Inspect for and report on timber pests, 2020-2021

* CPPPUM3010 - Control timber pests, 2020-2021

Welding Process and Inspection for Steel Structures certificate, 2009

Industrial Parts Welding Inspection Visual Testing Certificate (VT), 2010

Completed Part of "Bachelor of Law" in Victoria University, including the below units:

* Australian Legal System in Context

* Legal Research Method

* Criminal Law

Inspector's Experience:

Over 17 years experience in Design, Managing/Supervising/Inspecting various buildings and construction projects, including:

Designing Various Buildings overseas, 2006-2011

Supervision of various civil and commercial projects: Schools, Roads, Bridges, Apartments, Houses, 2004-2011

Supervision of various residential projects, 2011-2014

Project Cost Estimating, over 500 residential projects, 2014-2015

Building Various Residential Projects (Luxury, mid-range, townhouses), 2015-2019

Professional Building (residential and commercial) Inspections, 2006 - Present

Broad knowledge of National Construction Codes (NCC), AS/NZ Standards, Building Acts and Regulations

OVER 500 BUILDING INSPECTIONS WERE UNDERTAKEN ACROSS VICTORIA

Expert Witness: Maison Azdari: Statement that explains why the expert is qualified to make the report

I have completed hundreds of building inspection reports along with building many houses, townhouses and apartments since 2006 when I graduated from the university as a civil engineer and then got my builder licence in 2014. Combining my knowledge and experience in design, supervising and actual building, support me in providing accurate and honest reports in building processes and defects. I have gone through the Acts, Regulations and Standards and have a broad knowledge of the latest updates of building standards, Acts and regulations.

Observations

2.1.1 Expert Witness: Maison Azdari



General Advice

REFERENCE TO ANY PERSONAL OR PROFESSIONAL RELATIONSHIP BETWEEN THE EXPERT WITNESS AND THE PARTY FOR WHOM THE REPORT IS PREPARED

The expert has NO personal or professional relationship with the party whom the report is prepared for.

2.1.2 Expert Witness: Maison Azdari



General Advice

THE SCOPE OF THE REPORT

The scope of this report is to identify and report the building defects and damages against the Australian Standards (AS), National Construction Codes (NCC), Building Acts and Regulations, and any other relevant authority documents and support the property owner in QCAT.

2.1.3 Expert Witness: Maison Azdari



General Advice

NAME AND QUALIFICATIONS OF ANY PERSON WHO CARRIED OUT TESTS THE EXPERT RELIED ON

VIRIDIS AUSTRALASIA PTY LTD, Efficient Hygiene Services Pty Ltd dated 09/06/2022

Lab Manager: Dr Shelby Berg

Accredited for compliance

with ISO/IEC 17025-Testing

Accreditation Number: 20948

Participant Number: 267923

3: INSPECTION SUMMARY

		A	B	C	D	E	F	N	U
3.1	Inspection Summary								

A = Damage B = Distortion Wrapping Twisting C = Water Penetration Damp Related
 F = Installations (Inc. Omissions) D = Material Deterioration E = Operational
 N = Not Applicable U = Unable to Inspect

Observations

3.1.1 Inspection Summary

EXPERT'S OPINION IN SUMMARY

Mould noted in several areas. Inspector believes it is due to moisture from this slab due to not graded site.

Please see the full report for the details.



3.1.2 Inspection Summary

INSPECTOR'S DECLARATION AND SIGNATURE - MAISON AZDARI



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

Signature:

3.1.3 Inspection Summary

LEGAL ADVICE



This report is a witness expert report and covers the technical sides of the building only. The expert can present in the hearing if required (Extra charge applies); however, we recommend you get legal advice for the legal side of the contract, specifications, payments, etc.

4: + INSPECTION DETAILS

		A	B	C	D	E	F	N	U
4.1	+ General								
4.2	+ Limitations								

A = Damage B = Distortion Wrapping Twisting C = Water Penetration Damp Related
 F = Installations (Inc. Omissions) D = Material Deterioration E = Operational
 N = Not Applicable U = Unable to Inspect

Information

+ General: In Attendance

Client

+ General: Weather Conditions

Clear

+ General: Type Of Building

Residential

+ General: How Many Levels?

Single Storey

+ General: External Building Material

Brick Veneer

Limitations

+ Limitations

REASONABLE ACCESS TO THE PROPERTY WAS RESTRICTED BY:

Furnishings And Other Stored Goods, Brickwork, Plaster

5: HOUSE EXTERNAL

		A	B	C	D	E	F	N	U
5.1	Brickworks								

A = Damage B = Distortion Wrapping Twisting C = Water Penetration Damp Related
F = Installations (Inc. Omissions) D = Material Deterioration E = Operational
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Observations

5.1.1 Brickworks

EFFLORESCENCE ON BRICKS

Efflorescence was noted on the external brickworks which is due to raising moisture from the side grading runoff.

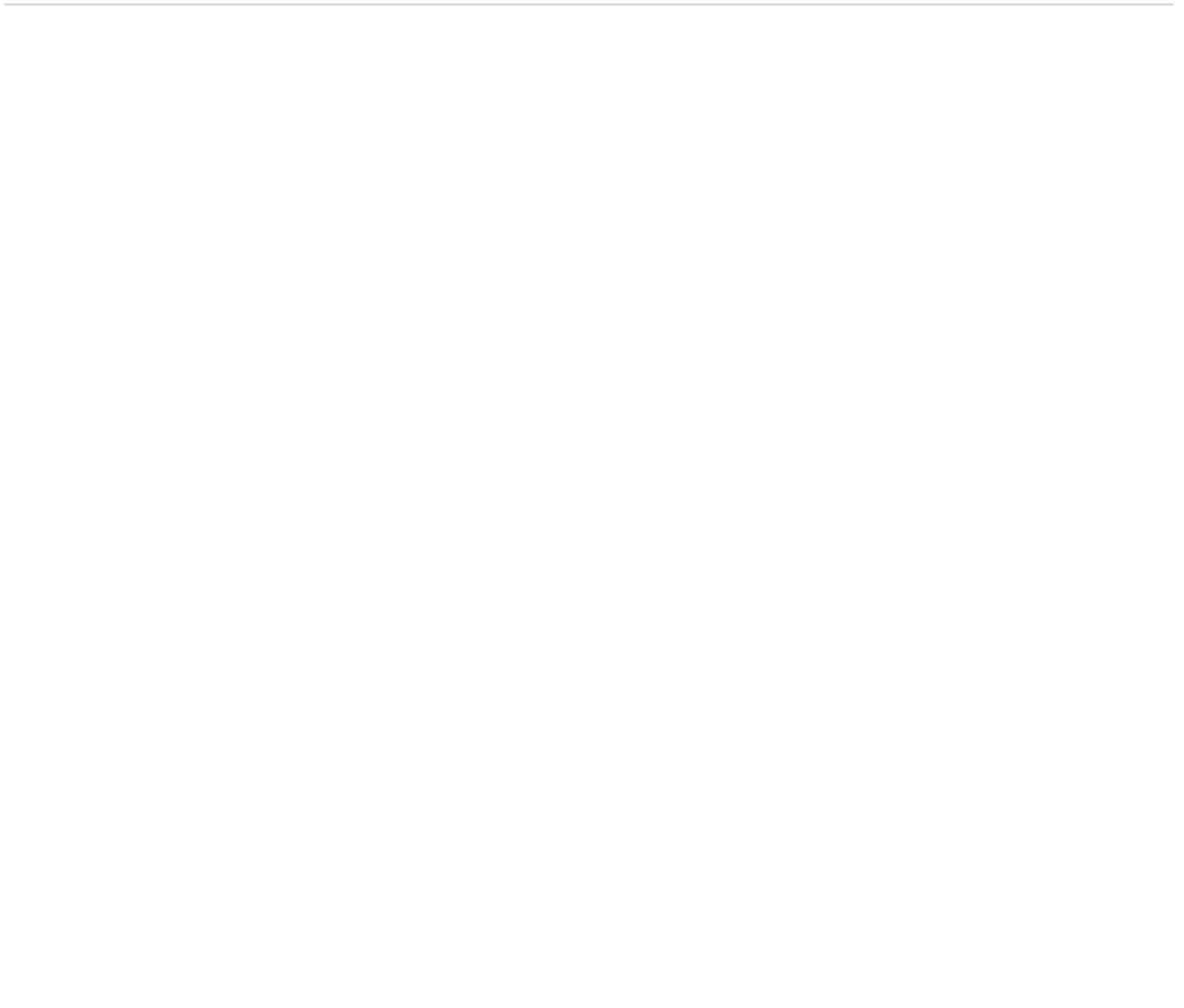
Efflorescence is a crystalline, salty deposit that occurs on the surfaces of bricks, concrete and other masonry products. It is white, sometimes a brilliant white or off-white colour.

There are many sources of water-soluble salts with some of these salts being more soluble than others. The movement of groundwater into the foundations of buildings and by capillary action into brickwork is very often the cause of efflorescence.

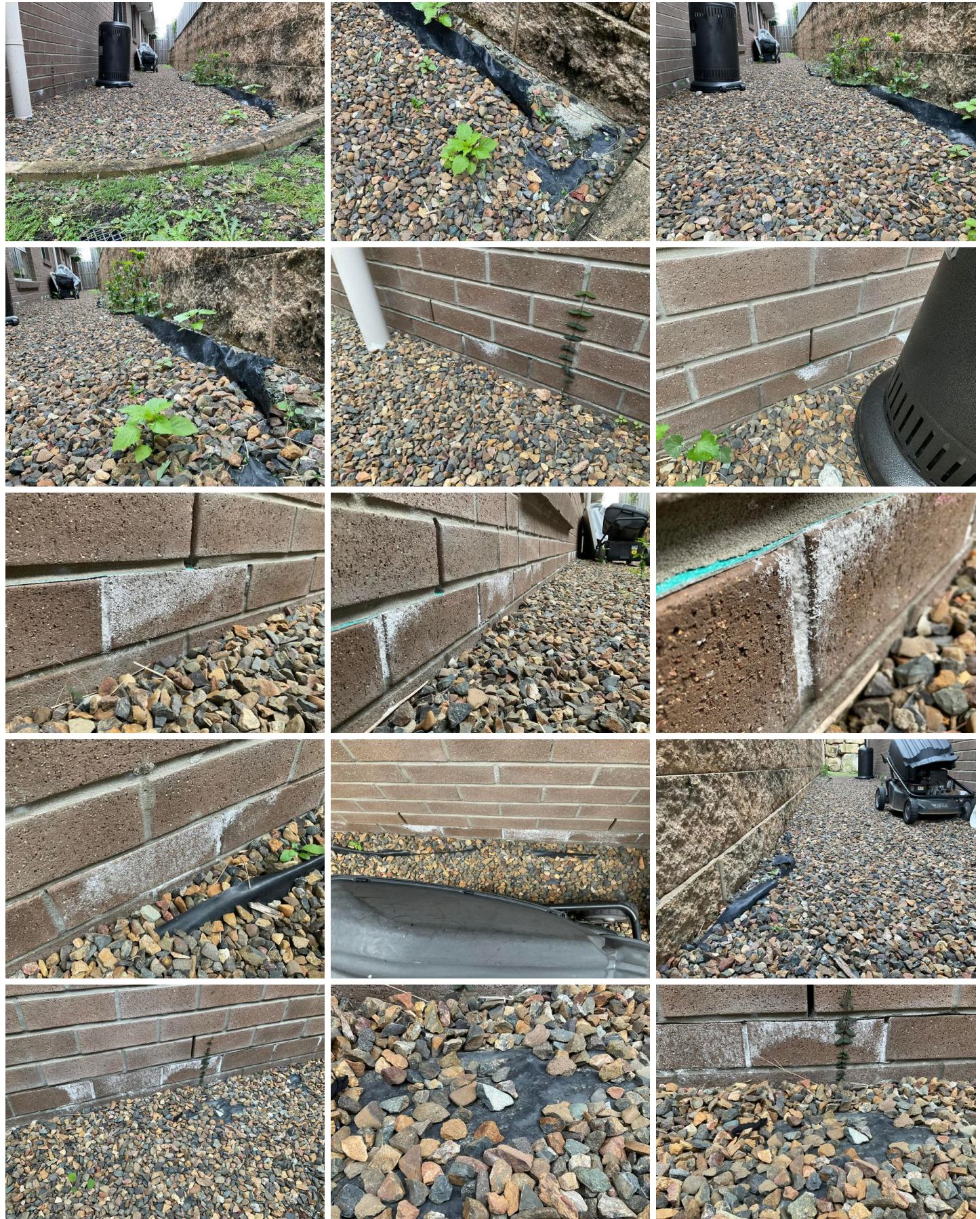
How to prevent efflorescence?

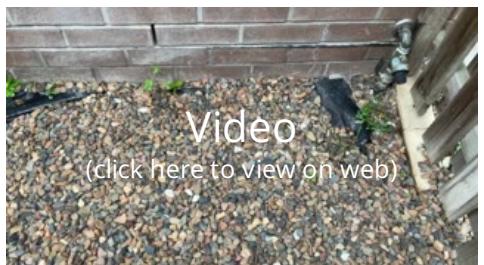
Good drainage to prevent water 'ponding or pooling' on horizontal surfaces wherever possible. (HIA website)





5.1.2 Brickworks

GENERAL VIEWS - LEFT General Advice



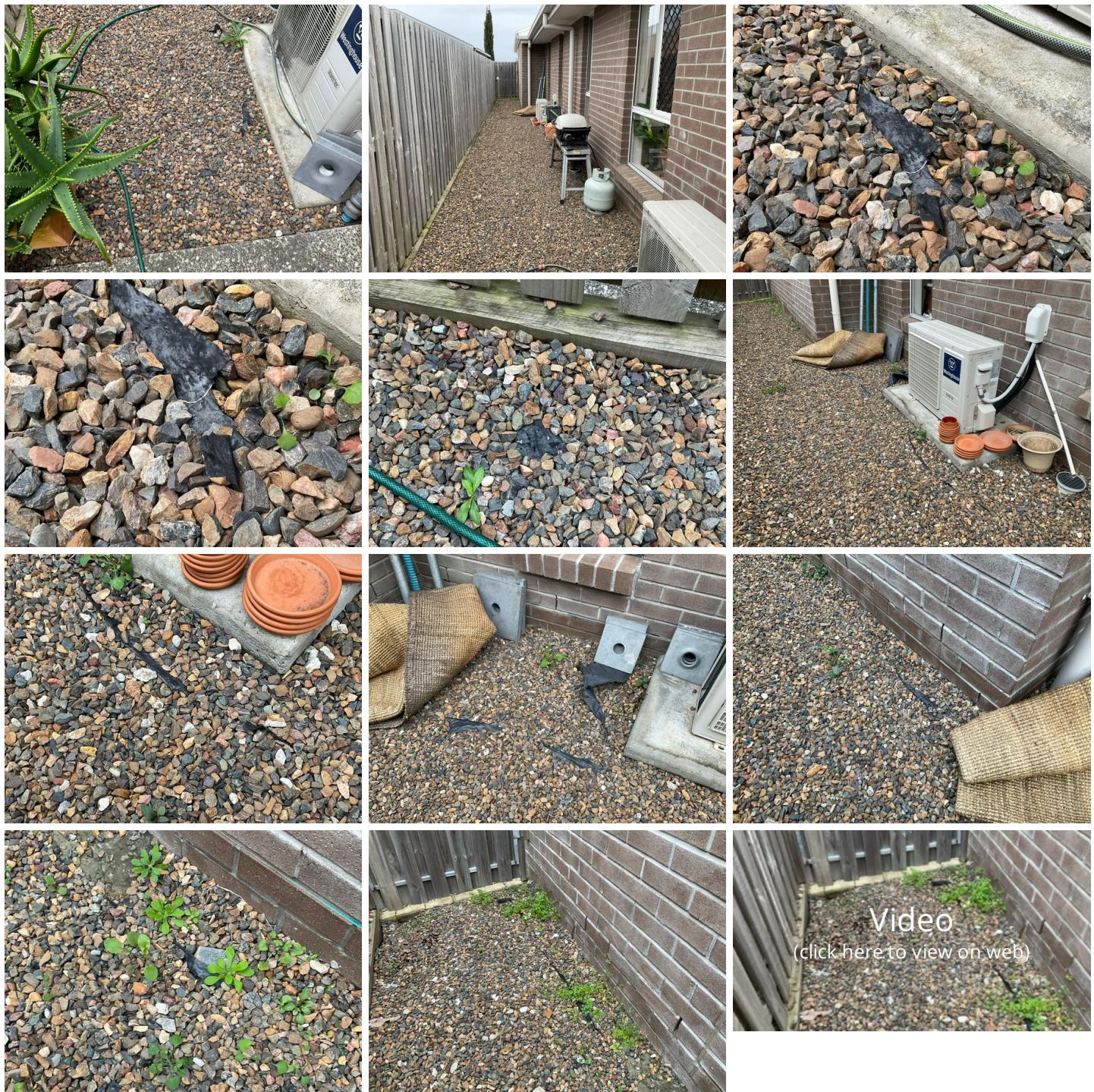
5.1.3 Brickworks

GENERAL VIEWS - REAR General Advice

Video

(click here to view on web)

5.1.4 Brickworks

GENERAL VIEWS - RIGHT General Advice

6: + SITE DRAINAGE

		A	B	C	D	E	F	N	U
6.1	+ Site Grading								
6.2	+ Stormwater Drainage System (Underground)								

A = Damage B = Distortion Wrapping Twisting C = Water Penetration Damp Related
F = Installations (Inc. Omissions) N = Not Applicable U = Unable to Inspect

Observations

6.1.1 + Site Grading

+ CLADDING/GROUND CLEARANCE REQUIRED - SOIL, MIN 150MM Defects

The clearance between the bottom of the wall cladding and the ground must be a minimum of 150mm to protect the house from rising moisture and termite attack.

3.5.4.7 Clearance between cladding and ground

(a) The minimum clearance from the bottom of the wall cladding to the adjoining finished ground level must be—

- (i) 100 mm in *low rainfall intensity areas* or sandy, well-drained areas; or
- (ii) 50 mm above impermeable (paved or concreted) areas that slope away from the building in accordance with 3.1.3.3(a); or
- (iii) 150 mm in any other case.

(b) Wall cladding must extend a minimum of 50 mm below the bearer or lowest horizontal part of the suspended floor framing.



6.1.2 + Site Grading

**+ GRADING IS REQUIRED**

Grading has not been completely done yet. It has to be done according to the standards to keep the rainwater away from the slab.

The grading of the site observed towards the building transfers the rainwater towards the building's external cladding and under the slab.

3.1.3.3 Surface water drainage

Surface water must be diverted away from Class 1 buildings as follows:

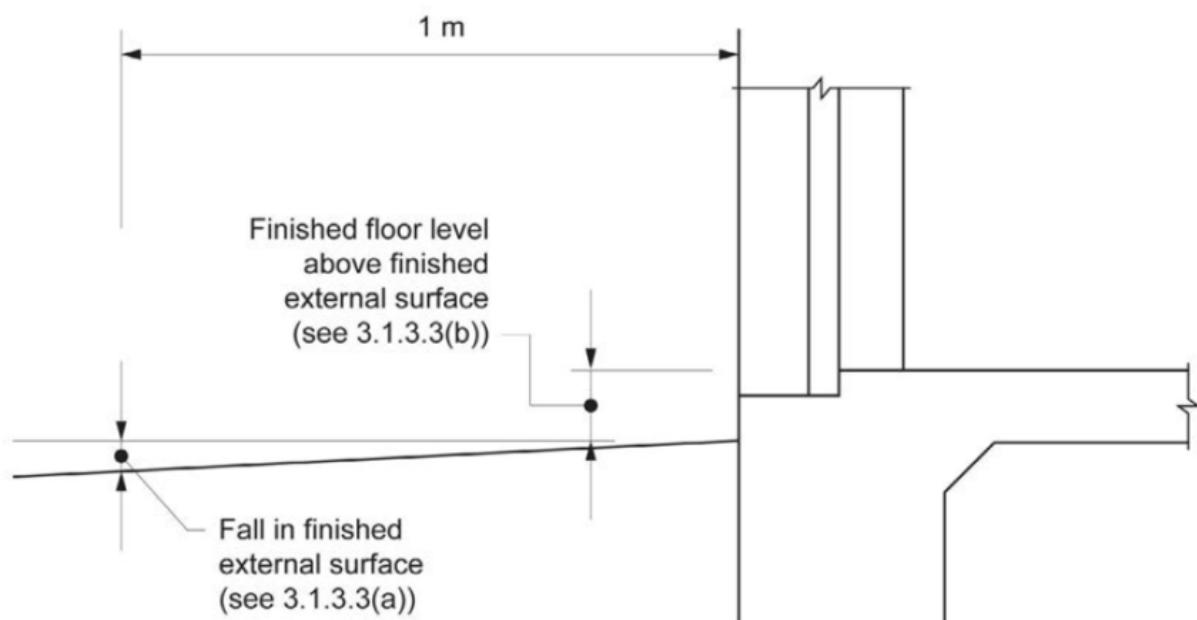
(a) Slab-on-ground — finished ground level adjacent to buildings:
the external finished surface surrounding the slab must be drained to move *surface water* away from the building and graded to give a slope of not less than (see [Figure 3.1.3.2](#))—

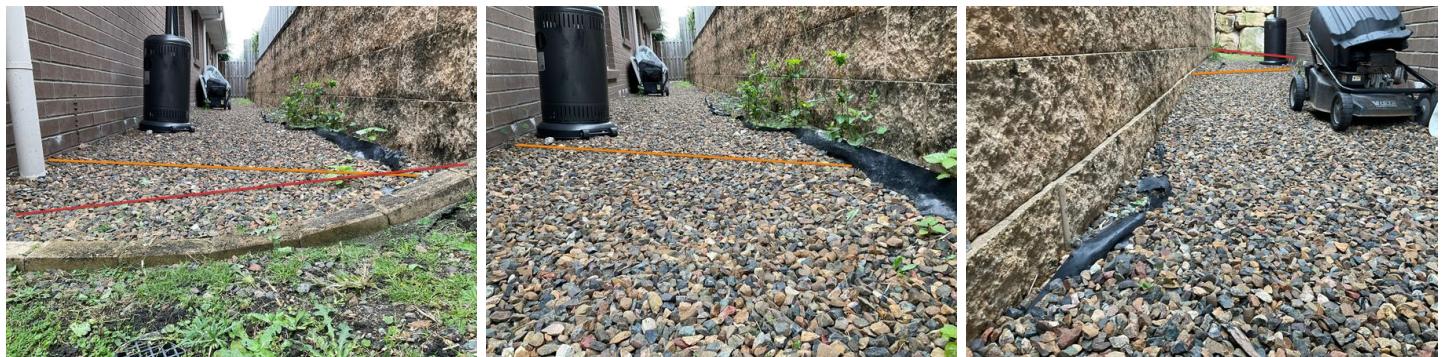
- (i) 25 mm over the first 1 m from the building in *low rainfall intensity areas* for surfaces that are reasonably impermeable (such as concrete or clay paving); or
- (ii) 50 mm over the first 1 m from the building in any other case.

(b) Slab-on-ground — finished slab heights:
the height of the slab-on-ground above external finished surfaces must be not less than (see [Figure 3.1.3.2](#))—

- (i) 100 mm above the finished ground level in *low rainfall intensity areas* or sandy, well-drained areas; or
- (ii) 50 mm above impermeable (paved or concreted areas) that slope away from the building in accordance with (a); or
- (iii) 150 mm in any other case.

Figure 3.1.3.2 Site surface drainage



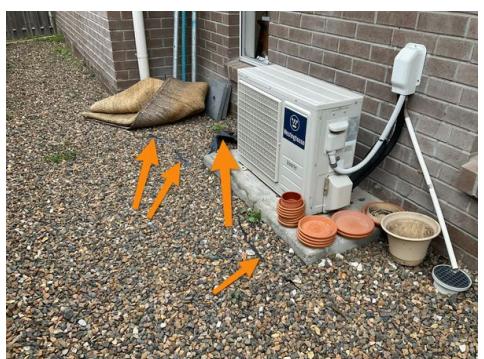
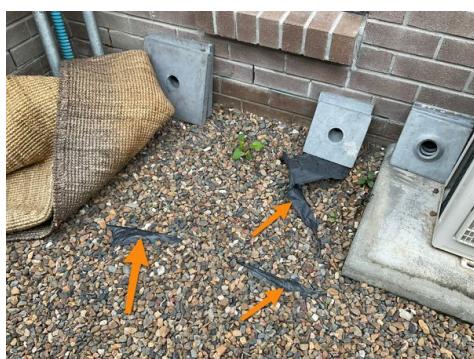
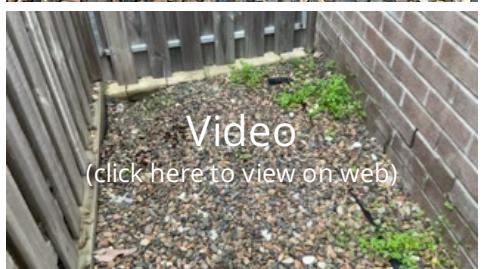
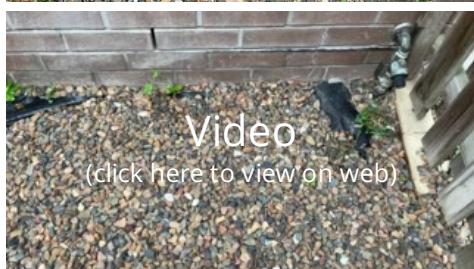
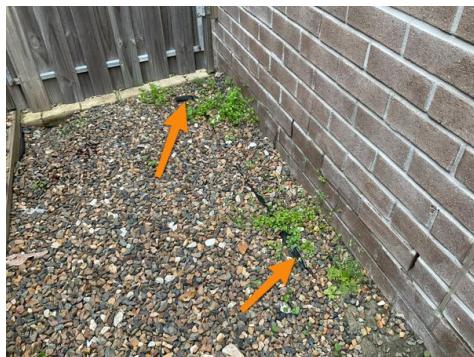


6.1.3 + Site Grading

 Defects**VAPOUR/MOISTURE BARRIER NOTED UNDER THE SIDE WALK**

Polyethylene (poly) plastic sheeting is noted under the sidewalk gravel which prevents the rainwater from draining to the ground. This barrier combined with negative site grading guides all rainwater towards the slab underneath.





6.2.1 + Stormwater Drainage System (Underground)

**+ BLOCKED/BROKEN PIPE**

Stormwater pipe(s) noted broken/blocked. Camera inspection recommended that all debris and blocking material be removed from the drainage system. If the pipe is broken under/close to the slab, it also can contribute to the moisture leak underneath the foundation.



7: + HOUSE INTERNAL

		A	B	C	D	E	F	N	U
7.1	Mould								

A = Damage B = Distortion Wrapping Twisting C = Water Penetration Damp Related
F = Installations (Inc. Omissions) D = Material Deterioration E = Operational
N = Not Applicable U = Unable to Inspect

Observations

7.1.1 Mould

MOULD NOTED - LOUNGE AREA

Moulds were noted in one or more areas.



Major Defects/Safety Hazards

Moulds produce allergens (substances that can cause an allergic reaction), irritants and, sometimes, toxic substances. Inhaling or touching mould spores may cause an allergic reaction, such as sneezing, a runny nose, red eyes and skin rash. Moulds can also cause asthma attacks.

Mould requires two primary elements for growth – food and moisture. Although concrete is not directly a food source, the thin layer of dust that settles on the surface provides plenty of nutrients. Unless you're willing to regularly wipe down your concrete, it will be impossible to eliminate the food source for mould. Ditto for the temperature requirements for mould. It will happily grow at any temperature you're comfortable living in.

If any part of the property is below grade, it is essentially created as a giant empty bowl surrounded by water. Without proper drainage, the water will eventually make it through the concrete. Large cracks or holes are not necessary. Hydrostatic pressure is quite powerful and can force large amounts of water through hairlines cracks. Liquid water intrusions certainly can cause mould growth, however, it is usually quite localized.

On its own, concrete does not provide a sufficient food source for fungal growth. Even if the concrete is covered in dust, mould will NOT grow without sufficient moisture. In most situations, controlling the moisture (flooding, vapour drive) rather than the dust, is far more desirable.

The level of moisture showing on the moisture metre is the difference (%) between the reference point (Garage concrete surface) and the mentioned location.

The presence of the mould higher than the threshold is confirmed in the Lab report supplied by Viridis Australasia Pty Ltd (Dr Shelby Berg) as below:

Summary Report

Client:	Efficient Hygiene Services Pty Ltd
Project Manager:	Luke Ellis
Project Address:	23 Greenwich Ave, Pimpama QLD 4209
Project ID:	Not Supplied
VL Number:	VL220606009

Surface Tape Lift Analysis Comprehensive - VL001D

Sample Code	Sample Description	IICRC Condition	Total Concentration (fs/cm ²)	Asp./Pen. Concentration (fs/cm ²)
VL220606009-001	B289 4671 - Front Office	3	1,106,640	1,079,840

Spore Trap Air Analysis Comprehensive - VL002D

Sample Code	Sample Description	Total Concentration (fs/m ³)	Asp./Pen. Concentration (fs/m ³)	Asp./Pen. %
VL220606009-002	3392 1564 - Main Bedroom	12,160	9,984	82
VL220606009-003	3392 1552 - Living Room	239,232	232,320	97

*For debris loading and genera observed refer to the detailed results page (Page 5 onwards)

This is only a summary report of the sample results. Please review report in its entirety for complete results. It is the responsibility of the client to ensure the report is read in full.

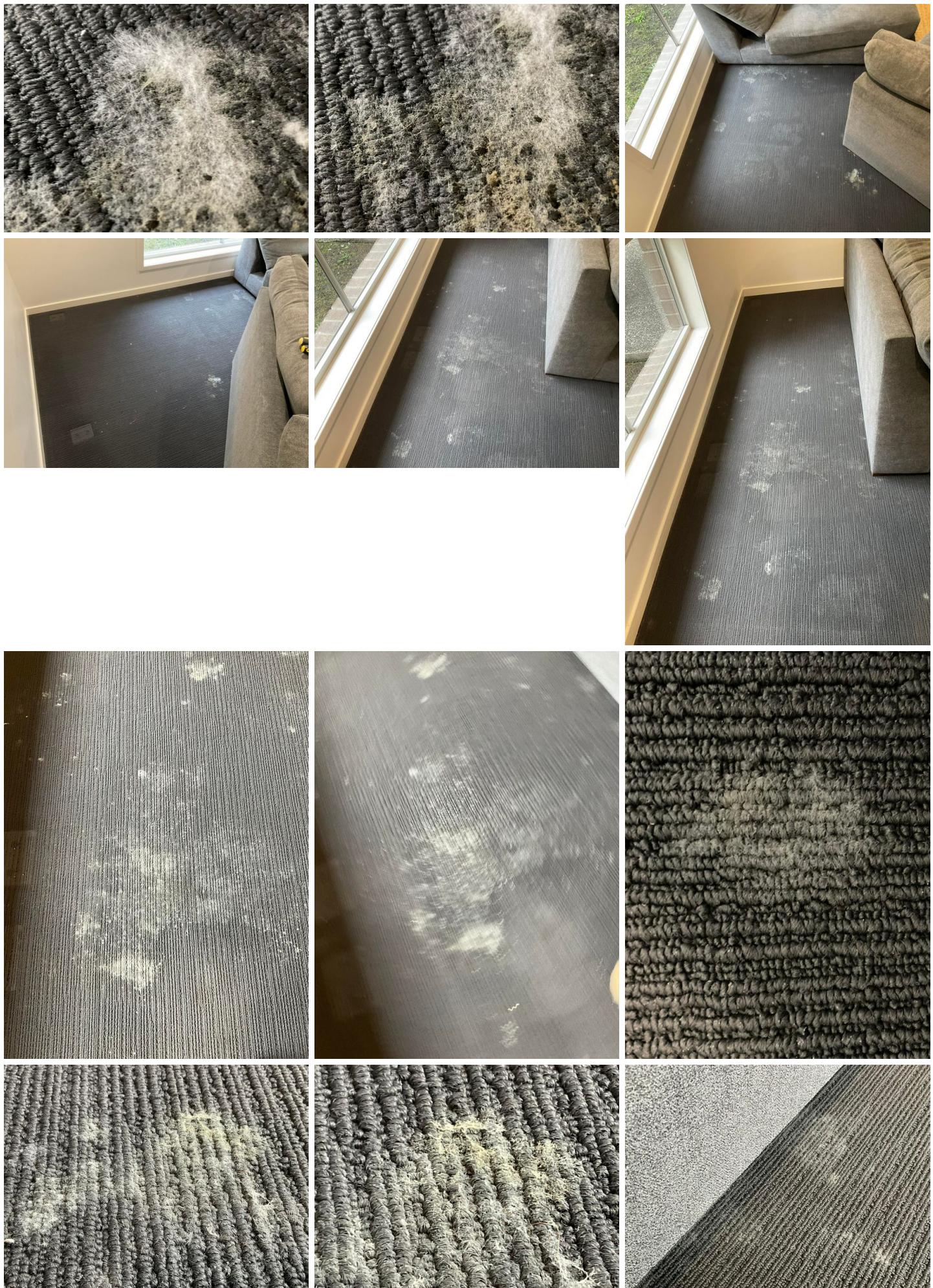
IICRC Conditions^a For Surface Samples

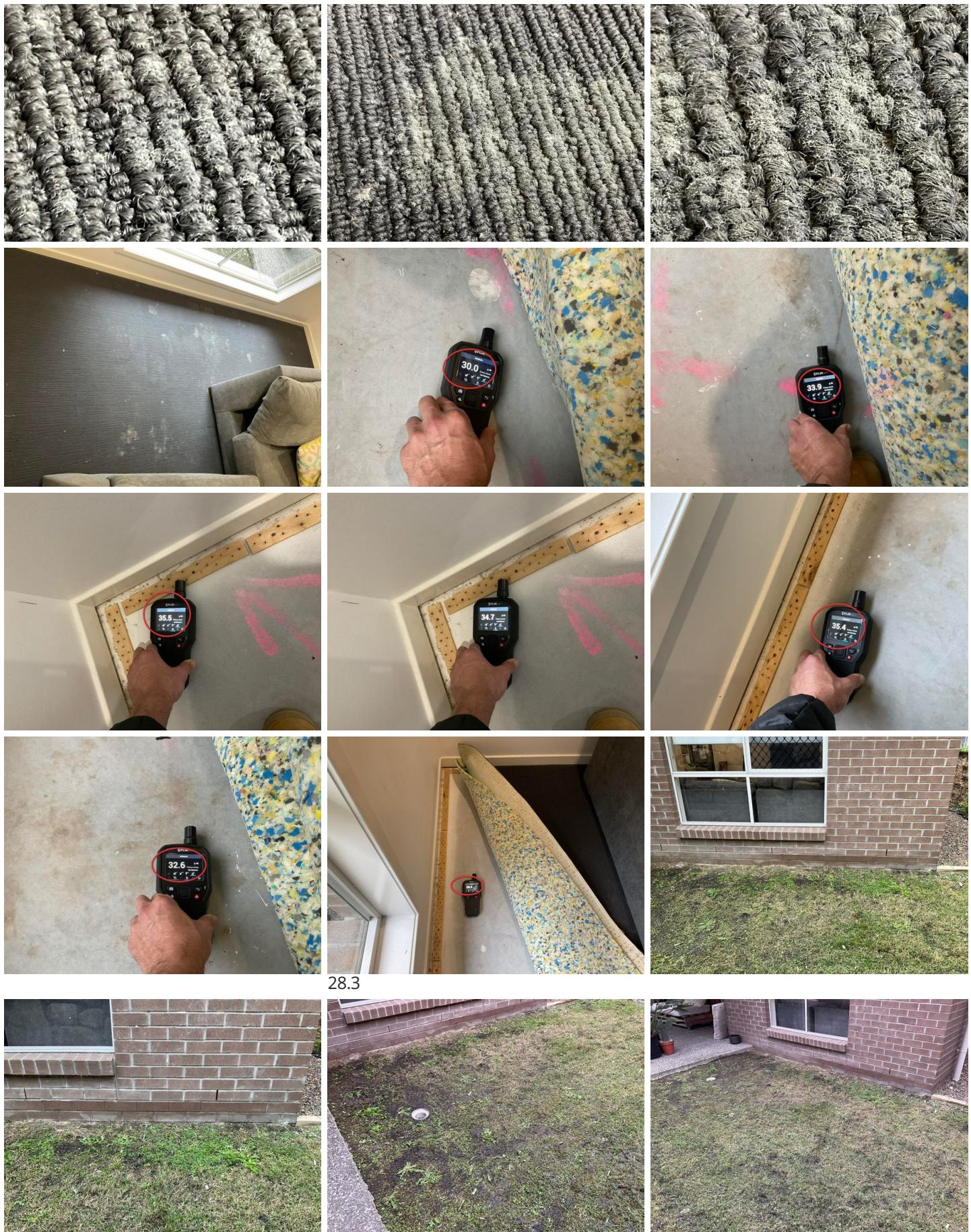
IICRC Condition	ANSI/IICRC S520 Standard Definition ^a	Laboratory Analysis Thresholds ^b
1	An indoor environment that may have settled spores, fungal fragments or traces of actual growth whose identity, location and quantity are reflective of a normal fungal ecology for a similar indoor environment.	<500 fs/cm ²
2	An indoor environment that is primarily contaminated with settled spores or fungal fragments that were dispersed directly or indirectly from a Condition 3 area, and which may have traces of actual growth.	>500 fs/cm ²
3	An indoor environment contaminated with the presence of actual mould growth, associated spores and fungal fragments. Actual growth includes growth that is active or dormant, visible or hidden.	Consistent presence of growth structures

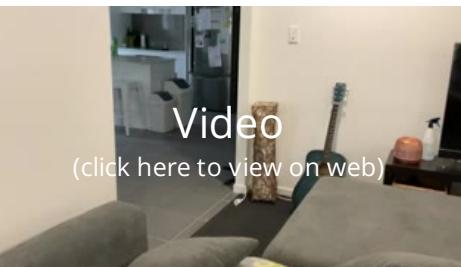
Viridis assigns an IICRC Condition to surface samples based on the ANSI/IICRC S520 standard definitions^a, supported by fungal surface concentration acceptance criteria from industry standards^b. With the exception of clean room environments, there are no universally accepted definitions of 'normal fungal ecology' nor standards detailing permissible levels of surface and airborne fungi that may be present in built and contained environments. Laboratory assigned condition ratings are based on a 'typical clean surface of a standard indoor residential building' and may not be applicable for other locations or surfaces such as carpets, wall cavities, or ceiling voids. It is at the discretion of the indoor environmental professional conducting the onsite assessment to discern whether the laboratory thresholds assigned are reflective of "normal" levels for the fungal ecology of a given surface and environment, and whether further action is required.











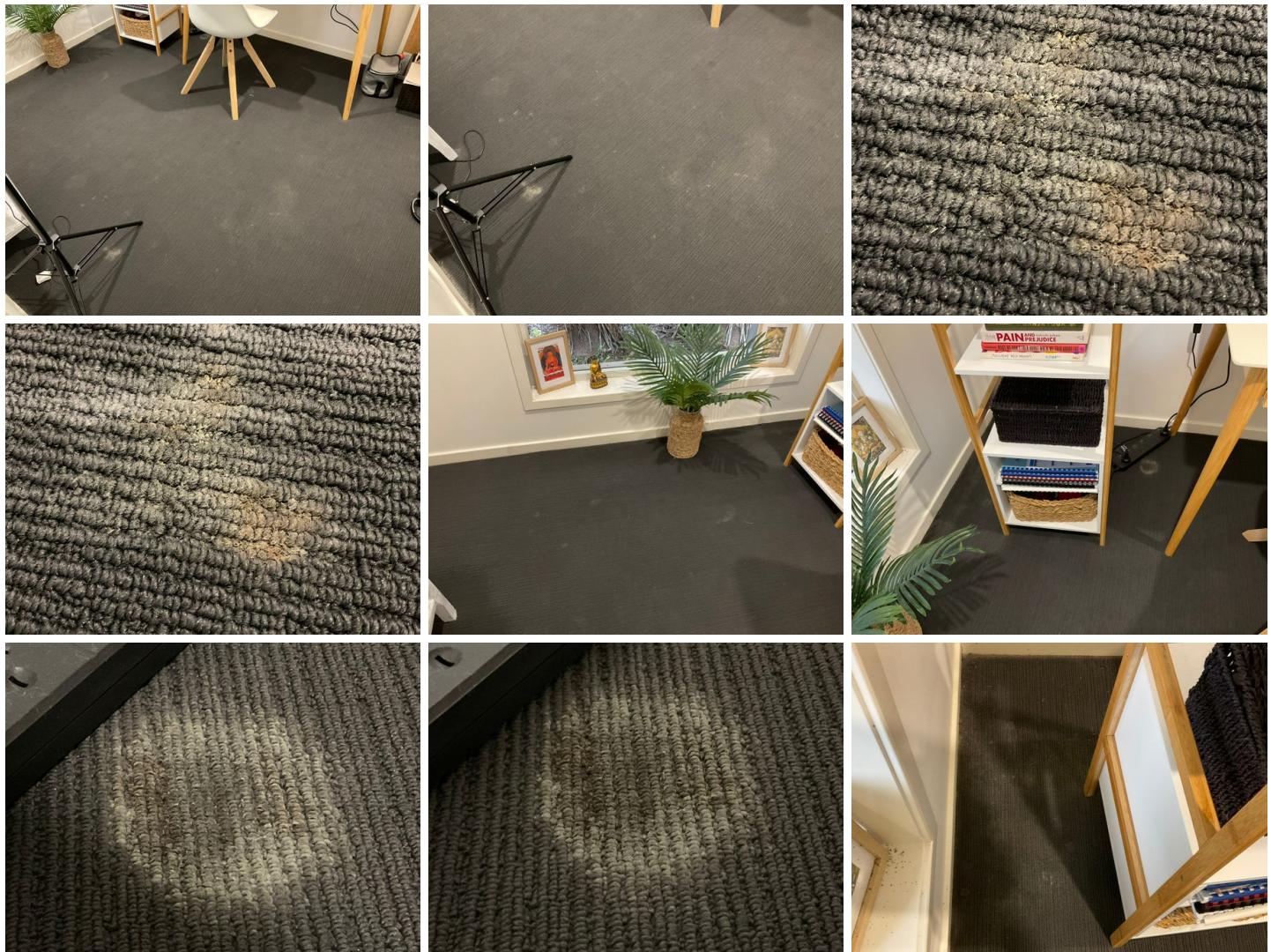
7.1.2 Mould

GARAGE CONCRETE SURFACE USED AS A REFERENCE FOR MOISTURE LEVEL Major Defects/Safety Hazards

The Garage point where the inspector used as a reference for the moisture level.



7.1.3 Mould

STUDY Major Defects/Safety Hazards

7.1.4 Mould

BEDROOM 2 Major Defects/Safety Hazards

7.1.5 Mould

BEDROOM 3 Major Defects/Safety Hazards

7.1.6 Mould

MASTER BEDROOM Major Defects/Safety Hazards