

DILAPIDATION REPORT

PROPERTY

17 Morrice Street
Lane Cove NSW 2066



Commissioned by
JEREMY FIELD

Report prepared by
DAX LOVE
0411 821 538

TYRRELLS PROPERTY INSPECTIONS PTY LIMITED

Inspection date
2 DECEMBER 2016

Report no **99788**

PROPERTY

17 MORRICE STREET LANE COVE NSW 2066

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Appendices

- A BUILDING CONSULTANT'S CV
- B TERMS AND CONDITIONS
- C PHOTOGRAPHIC RECORD, REPORT AND JPG FILES (provided with report)

1.0 INSTRUCTIONS

- 1.1 We confirm your instructions to inspect the accessible areas of the above address for the purpose of recording existing condition and any notable cracking and damage to structures, material or improvements.

2.0 EXISTING CONDITION

Improvements within the property

- 2.1.1 Movement to structure – the building structure appears generally sound.
- 2.1.2 The interior was in serviceable condition with the usual blemishes and defects. These are usually fixed during redecoration.
- 2.1.3 Notable cracking was observed to the building finishes including footings.

Movement description

- 2.1.4 A full description of the more notable cracking/movement and damage can be found in Section 4.0 'Observations'.
- 2.1.5 NB. We may not photograph or comment on a surface, room or area if there is no notable movement or damage present.

Photographic record

- 2.1.6 See Annexure.

Access

- 2.1.7 Our inspection is limited to the safely accessible exterior and interior habitable areas (if access is provided) of the property and areas of municipal or utility property immediately adjacent to the property.
- 2.1.8 Our inspection does not include roof and subfloor voids etc. or areas where no inspection access is possible eg those covered by stored goods, furniture including built ins, paintings and floor coverings etc.

3.0 RECOMMENDATIONS

Service of this report

- 3.1.1 Should be provided to all relevant parties including both Council and adjoining owners with copies signed before commencement of works.

4.0 **OBSERVATIONS** including schedule of photographs

- ▶ *For the purposes of this Report, the front of the property faces WEST.*
- ▶ *Cracking up to 1mm in width which is considered hairline or insignificant may not be Reported. Most of these types of cracks are rectified during the next repaint.*

4.1 **Exterior**

Item	Description	Photo No.
4.1.1	Cover photo	1

4.2 **Interior**

Item	Description	Photo No.
4.2.1	Entry – oblique cracking to upper east wall above picture rail approx. 700mm in length	2
4.2.2	Horizontal cracking between wall and cornice running length of wall above door	3-4
4.2.3	Cracking to northwest corner join between wall and cornice	5-7
4.2.4	Movement between picture rail and wall at northeast corner	8
4.2.5	Cracking to upper south corner and doorframe to lounge	9
4.2.6	Remediated crack to south wall above bedroom 2	10
4.2.7	Cracking around service access hatch to trim, both south sides	11
4.2.8	Movement between door architrave upper east corner to bathroom door	12
4.2.9	Close up on level typical grade to floor	13
4.2.10	Bathroom – movement to upper window architraves	14-15
4.2.11	Movement between west side wall tiles and cornice	16-17
4.2.12	Movement between base of window and sill	18
4.2.13	Movement between internal east side door skirting and bathtub hob	19
4.2.14	Movement to internal door architrave upper east corner	20
4.2.15	Bedroom 2 – movement between internal mitred cornice and ceiling boards northwest corner	21
4.2.16	Movement between internal cornice mitre and ceiling boards southeast corner	22
4.2.17	Movement between cornice and ceiling boards southwest corner	23
4.2.18	Movement between cornice and west wall	24-25
4.2.19	Movement between cornice and east wall	26
4.2.20	Lounge – oblique cracking to west wall above door	27
4.2.21	Cracking between south wall and cornice	28-29
4.2.22	Cracking between wall above fire place and cornice	30
4.2.23	Movement between south wall and cornice adjacent fire place	31
4.2.24	Close up on level typical grade to floor	32
4.2.25	Dining/Kitchen – movement between skirting and wall north side of door way	33
4.2.26	Movement between encased beam and north wall	34-35
4.2.27	Movement between rear northeast bulkhead and wall	36
4.2.28	Crack to bulkhead ceiling southeast corner	37
4.2.29	Horizontal crack between east wall and bulkhead	38

<i>Item</i>	<i>Description</i>	<i>Photo No.</i>
4.2.30	Vertical crack starting from south wall encased beam and ending at splashback panel	39-40
4.2.31	Movement to light well architrave mitre joins	41
4.2.32	Bedroom 1 – oblique cracking to east wall northeast corner above doorway	42
4.2.33	Horizontal cracking between wall and cornice starting from above entrance doorway to southeast corner	43-46
4.2.34	Movement to lower west skirting below window	47
4.2.35	Remediated/recoated crack to west wall above doorway to enclosed veranda	48
4.2.36	Enclosed veranda – remediated crack to east side masonry wall above doorway	49
4.2.37	Movement between doorjamb and lintel	50

4.3 Exterior

<i>Item</i>	<i>Description</i>	<i>Photo No.</i>
4.3.1	West elevation – cracking starting from ground through stone footings and then obliquely up to lower corner of south facing window	51-54
4.3.2	Hairline crack to top of upper left corner garage door opening	55
4.3.3	Crack to entrance pathway adjacent common path	56
4.3.4	General photographs of driveway showing cracks and overall neglect	57-61
4.3.5	Cracking to entrance pathway adjacent AC unit	62
4.3.6	Remediated brickwork to southwest corner	63
4.3.7	South elevation - cracking to stone footings adjacent downpipe southwest corner	64
4.3.8	Cracking to stone footings to west wall below entrance landing	65
4.3.9	Cracking to eave board adjacent AC service penetration	66
4.3.10	Cracking to entrance pathway adjacent gully trap PVC sewage lid	67
4.3.11	Cracking to footings adjacent ramp	68-70
4.3.12	Movement between lintel and top of entrance door trim	71
4.3.13	Movement between landing balustrade and dwelling wall	72
4.3.14	Movement between ramp path and entrance landing	73-76
4.3.15	Crack to ramp path	77
4.3.16	General movement/loose mortar to footings below lounge window	78
4.3.17	Cracking to path adjacent sewage gas exhaust stack	79
4.3.18	Movement between eave board and fascia adjacent downpipe above hot water unit	80
4.3.19	East elevation – lean to south side fence	81-86
4.3.20	Lean and general neglect to north side fence	87-91
4.3.21	General cracking and neglect to upper rear yard paving	92
4.3.22	Garage – large crack running length of south wall	93-95
4.3.23	Cracking to north wall approx. 1.2 metres in length	96-97
4.3.24	Cracking to north wall adjacent garage door opening running approx. 2.0 metres	98-99
4.3.25	General photograph of garage showing stored goods preventing full inspection	100
4.3.26	Garage floor showing severe undulations and cracks	101

5.0 PHOTOGRAPHIC RECORD

5.1 Annexed.

6.0 CONDITIONS OF REPORT

- 6.1 This Report does not apply to inaccessible areas or work carried out after the date of this inspection.
- 6.2 This Report is limited to the areas and issues set out in our Instructions.
- 6.3 Defects and liabilities may exist in areas not inspected.
- 6.4 Claims may not be possible/successful if condition is not established prior to commencement of work.
- 6.5 It may not be economic to access some areas. Seek further advice if defects are detected.
- 6.6 This Report is issued subject to our standard terms and conditions, a copy of which is annexed hereto. Please read them carefully.



Dax Love

Building & Timber Pest Consultant

Over 25 years' experience in carpentry, building and the timber pest industry. His work in Asia and Australia has given him hands on experience in most building trades. Dax has designed, project managed, built and supervised projects up to \$2m in value. He has inspected, designed or built over 1500 properties (including over 400 timber pest inspections).

Qualifications

2016	Asbestos Awareness Course (Alertforce)
2013	Timber Pest Management
2013	Certificate III in Construction Waterproofing
2011	Senior First Aid and Advanced Resuscitation Technique Certificate
2010	Diploma of Building and Construction (Building)
2010	Certificate IV in Building and Construction (Building)
2007	Height Safety Awareness Certificate
2005	Occupational Health & Safety Induction Training for Construction Work
2001	Graduate Diploma in Information Technology
1996	Bachelor of Economics
1994	Bachelor of Arts (Asian Studies)

Professional Membership

- Master Builders Association Australia
- University of Technology Sydney
- Australian National University
- NSW Licensed Builder

Professional Experience

- Pre-purchase Building and Timber Pest Reports for all Classes of buildings
- Dilapidation reports
- Asbestos Identification surveys
- Project and construction manager
- Site supervisor
- Carpentry supervisor
- Carpentry Foreman

Special Interests

Bronze certificate in Surf Life Saving. Currently a patrolling member of the Coogee Bay Surf Life Saving Club

Terms & Conditions

We wish to clarify the terms and conditions applying to the provision of our Services.

If the "fine print" is too small please call our office for an enlarged copy.

In the unlikely event of a misunderstanding or mistake we will strive to resolve all your reasonable queries and complaints quickly and efficiently.

- 1 Subject to the terms of the Fee Agreement You will pay Us the Fee and We will deliver our services to You on the terms set out below.
- 2 **Scope of Services**
 - 2.1 Report
 - 2.1.1 The Report shall, as far as is practicable and possible, answer the questions You have raised in Your Instructions.
 - 2.1.2 It may be necessary to revise, edit and/or add to our Report when further information becomes available or if our advice causes You to amend Your instructions.
 - 2.2 Inspection
 - 2.2.1 We will visually inspect such parts of the Property we need to inspect which are reasonably accessible as defined in AS 4349.1
 - 2.2.2 Unless otherwise instructed in writing, we do not, for the purposes of the Inspection, remove, move, dismantle, unscrew or break apart any components including, but not limited to floor coverings, wall, ceiling or roof linings, insulation, debris, stored goods, furniture, soil or vegetation. Nor do we test services, installations and appliances.
 - 2.3 Documents
 - 2.3.1 We will assess relevant documents and records provided by You or other parties.
 - 2.4 Report
 - 2.4.1 Our Report is provided subject to the qualifications and disclosures stated in it and in Our Fee Agreement.
 - 2.5 Advice and attendance
 - 2.5.1 We will attend Court, Tribunal, Reference, Arbitration, Mediation and other meetings as instructed by You or Your instructed representatives.
 - 2.6 Liability
 - 2.5.1 Our liability is limited by these terms. We may not report defects or issues:
 - 2.6.1.1 Which are unrelated to the issues You have raised in Your instructions.
 - 2.6.1.2 Not visible at time of inspection.
 - 2.6.1.3 Cost estimates for remedial work may change after detailed measurement, investigation and quotation by a licensed contractor or quantity surveyor.
 - 2.7 Advice
 - 2.7.1 We are bound the Expert Witness Codes of Conduct. This means:
 - 2.7.1.1 Our opinions must be objective and impartial.
 - 2.7.1.2 We may not agree with other parties' advice or Your opinions.
 - 2.7.1.3 Where new evidence or information becomes available We may need to revise or add to our Report.
- 3 **Cancellation and Access to Property**
 - 3.1 If We are denied access to the Property or are advised we do not have to attend a Court or Tribunal hearing or You cancel the Report, or We cannot reasonably gain access to the Property without danger of injury or without trespass to Property, We are not bound to deliver the Report.
 - 3.2 We shall be entitled to receive from You our reasonable expenses, including for preliminary investigations, review of documents and costs incurred travelling or other time expended by us, or such cancellation fees as We may determine from time to time.
- 4 **Payment**
 - 4.1 The Report Fee shall be the Report Fee recorded in the Fee Agreement and shall be paid when booking the Inspection or, at our discretion.
 - 4.2 Fees not fully paid shall incur an administration fee of 2% of the unpaid balance of those fees per month for each month such fees are outstanding. You expressly agree that such administration fees are a fair estimate of our labour and expenses incurred in the review and collection of any such unpaid balance.
- 5 **Concerns, Further Clarification and other issues**
 - 5.1 Where any concern, further clarification or other issues might lead to a claim against Us, You must:
 - 5.1.1 Notify Us in writing, attaching copies of any relevant documents in Your control, within 14 days of becoming aware of the basis of the claim.
 - 5.1.2 Allow us to edit, revise or add to our Report as We see fit.

6 Claims and Excess

- 6.1 You must allow Us to do all things that We deem necessary to investigate any claim against us including, but not limited to re-inspecting the Property, taking of samples and access to any relevant documents.
- 6.2 You must promptly take all necessary steps in liaison with Us to mitigate the cost of any associated repairs or claims.
- 6.3 You must allow Us to appoint a licensed contractor of our choice to make any repairs where We consider the repairs are necessary, and You must pay Us the cost of any enhancement to the Property or any repairs not our responsibility under this Agreement.
- 6.4 You must, at our request, pursue any claim against a third party to recover any loss or damage suffered by You where possible.
- 6.5 If any claim by You or Us remains in dispute for more than 7 (seven) days, it shall be expeditiously resolved by a member of the Institute of Building Consultants acting as an expert and not as an arbitrator. You and We agree to brief the expert fully within 7 (seven) days of a Notice of Dispute by either of Us, and to be finally bound by the expert determination. The costs of such expert determination shall be shared equally by You and Us.
- 6.6 In the unlikely event that any claim is made against Us, We will cover the full cost of any reasonably necessary repairs, subject to the following:
- 6.7 An initial excess of \$3,000.00 is payable by You for any such claim.
- 6.8 We will pay costs of repairs to a maximum \$25,000. And thereafter pay 50% of the cost of repairs from \$25,000 to \$50,000.
- 6.9 You agree that all claims arising out this agreement will be brought solely against Us, and You indemnify all of our agents, subcontractors and employees in respect of any claim You may bring against them arising out of this agreement including, but not limited to reimbursement of any legal costs incurred by them or Us in defending such claim/s.

7 General

- 7.1 You agree that the law applicable to this agreement is the law of New South Wales.
- 7.2 If the services provided by Us do not constitute services of a kind ordinarily acquired for personal, domestic or household use, or consumption pursuant to the Trade Practices Act and Civil Liabilities Act or equivalent or similar legislation, then our liability to You shall in the case of any and all loss sustained by You be limited, in our absolute discretion, to supplying our services again, or the payment of the cost of resupplying our services. We shall in no way be liable for any alleged consequential loss, damage, destruction, injury or harm of any nature whatsoever that may be caused to persons or property, arising directly or indirectly, from the use of the Report.
- 7.3 All conditions and warranties implied by Statute, whether State, Commonwealth and/or at common law are hereby excluded so far as the law permits.
- 7.4 You warrant that You will read our Report fully, and will not rely instead on any oral advice received from us.
- 7.5 These Terms may only be varied in writing and constitute the entire agreement between the parties, and supersede and take precedence over all other communications between the parties, whether oral or written.
- 7.6 In the event of a conflict between the terms of this Schedule and the terms of the Main Agreement, the Fee Agreement will prevail.
- 7.7 This Report remains our property and We retain full copyright.

8 Legal and Expert Advice

- 8.1 You should obtain Your own independent legal advice in respect of this contract. In respect of any claim arising out of or associated with the Agreement, each party pays its own legal and expert costs.
- 8.2 In the unlikely event that any dispute over our report or advice arises we will pay the cost of obtaining independent legal advice (from an agreed expert panel) on a "without prejudice" basis and have that advice provided to you in order to facilitate the resolution of the dispute.

9 No Liability to Third Parties

- 9.1 The Report is made solely for Your use and benefit, and 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. Further you agree not to copy either report in any form including email or hard copy. Any third party acting or relying on this Report, whether in whole or in part, does so at their own risk.



Photo 1.jpg



Photo 2.jpg



Photo 3.jpg



Photo 4.jpg



Photo 5.jpg



Photo 6.jpg



Photo 7.jpg



Photo 8.jpg



Photo 9.jpg



Photo 10.jpg



Photo 11.jpg

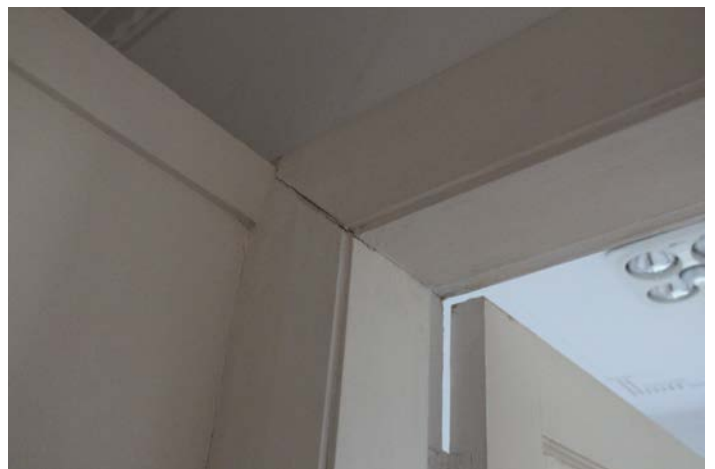


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Photo 13.jpg

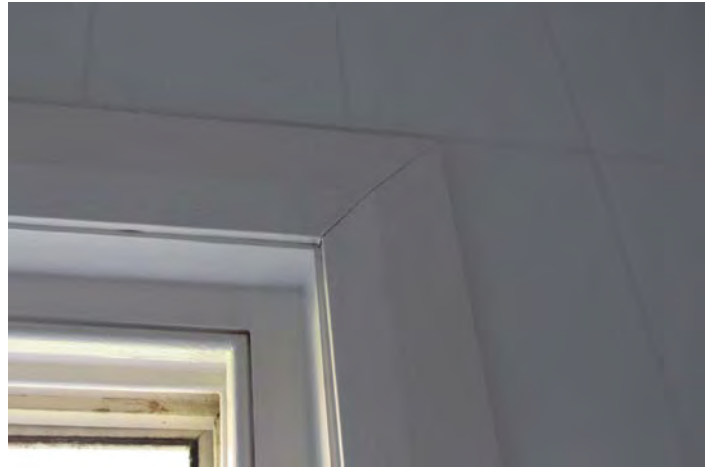


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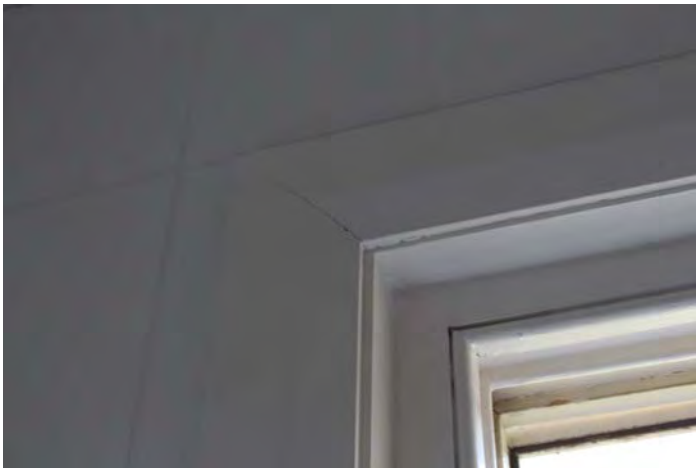


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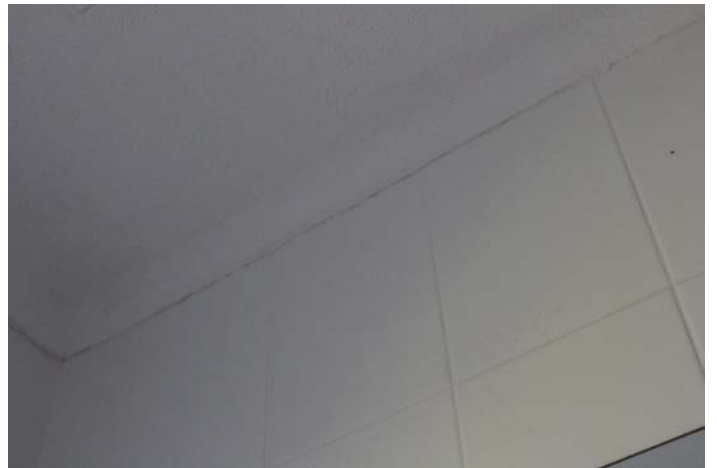


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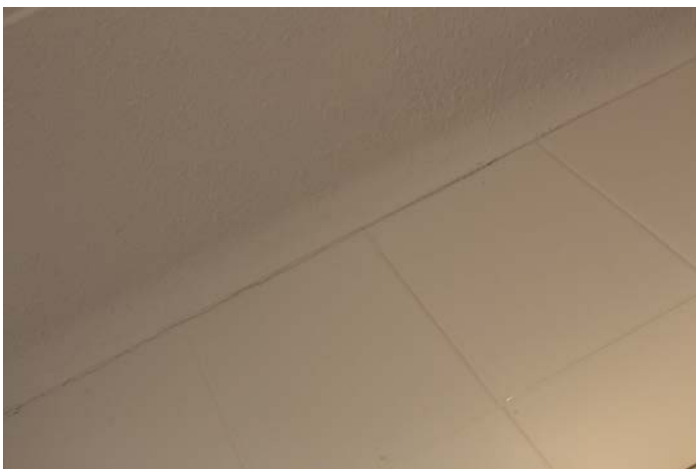


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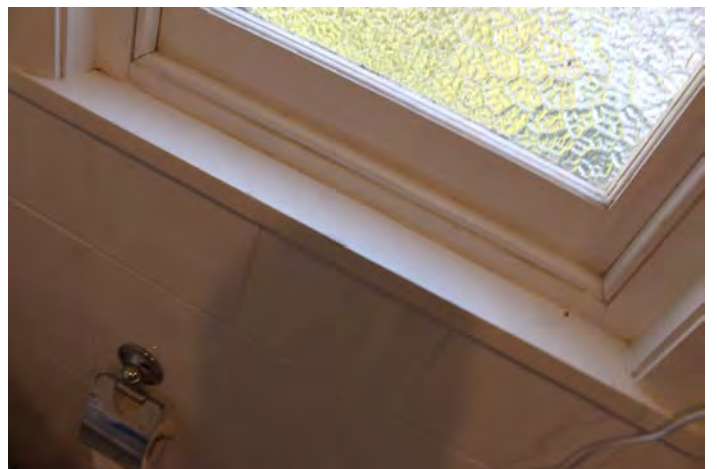


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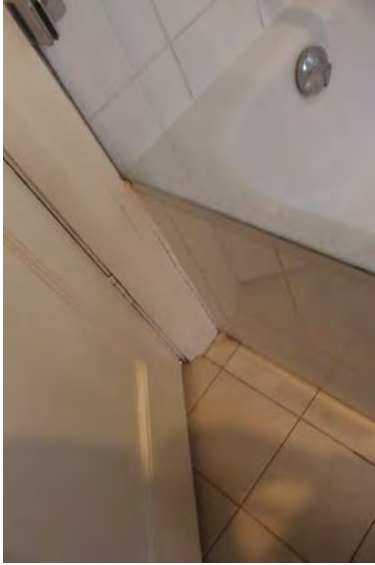


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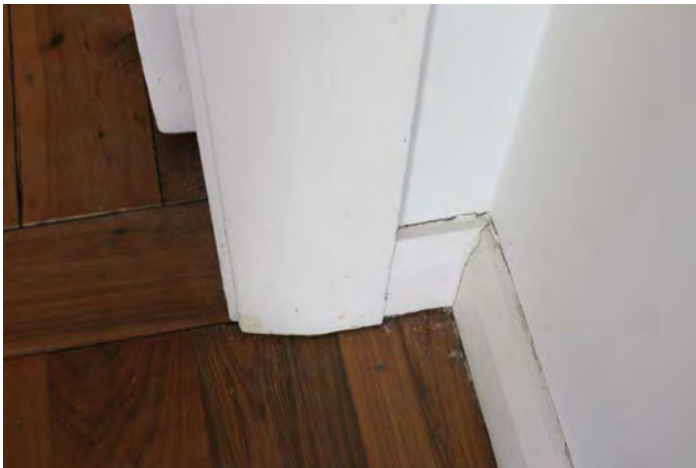


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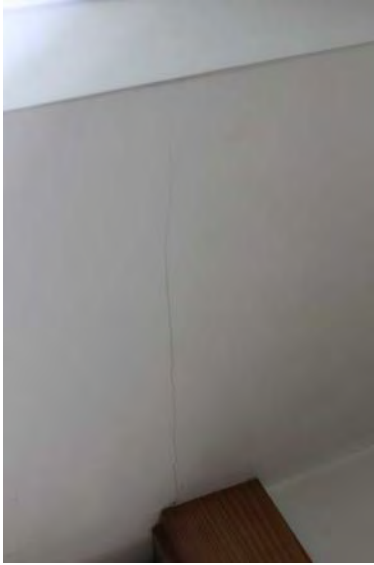


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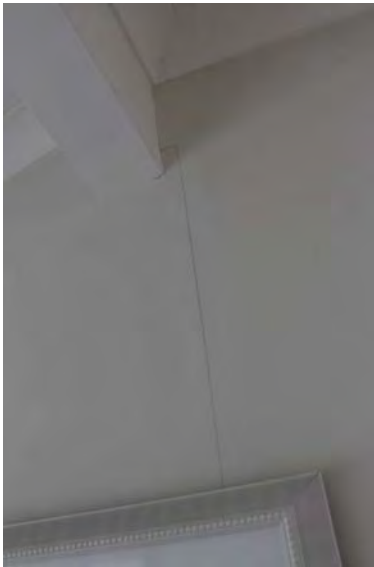


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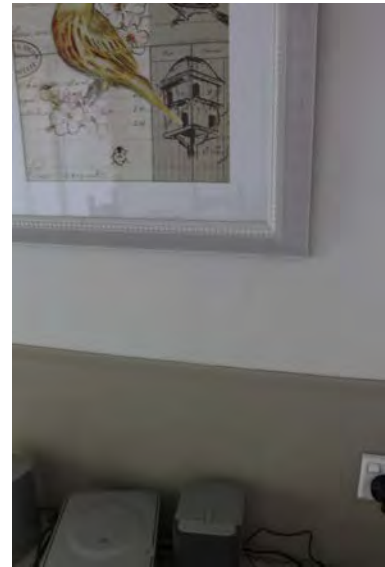


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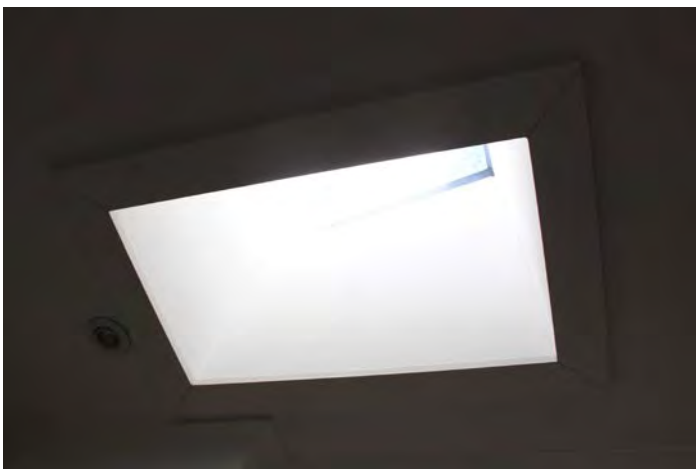


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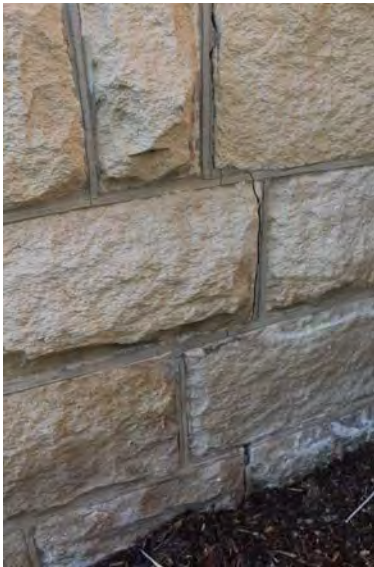


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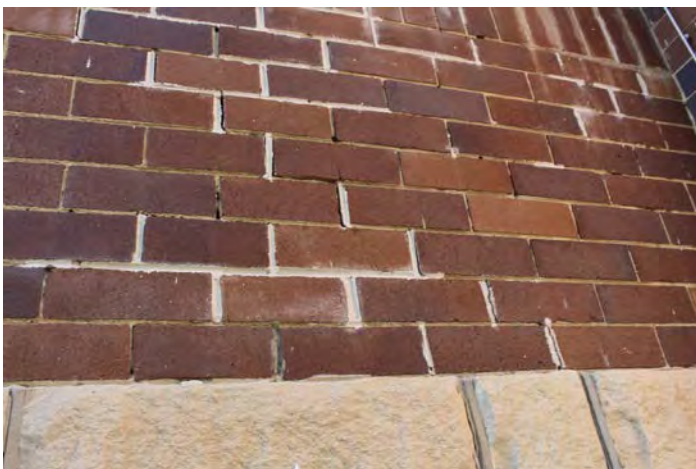


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Photo 67.jpg

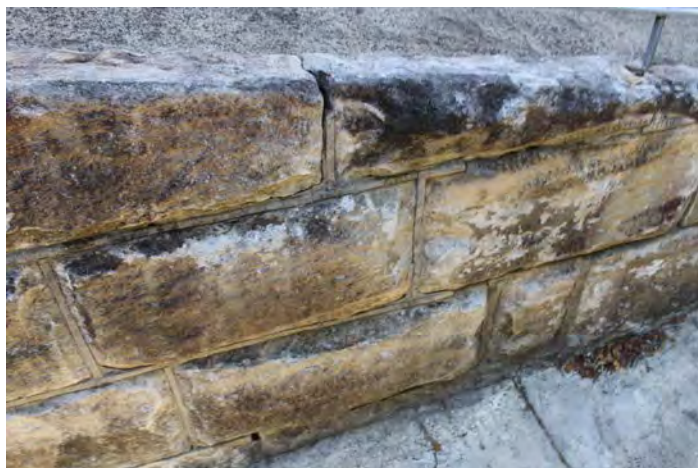


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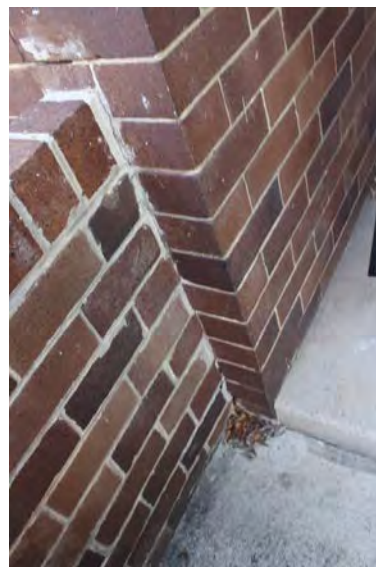


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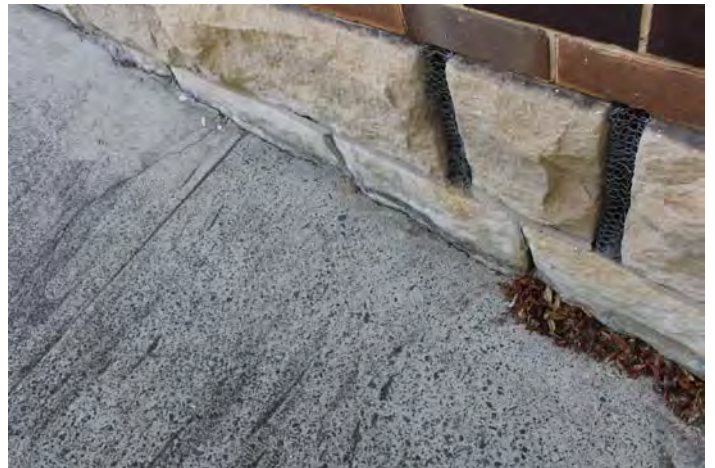


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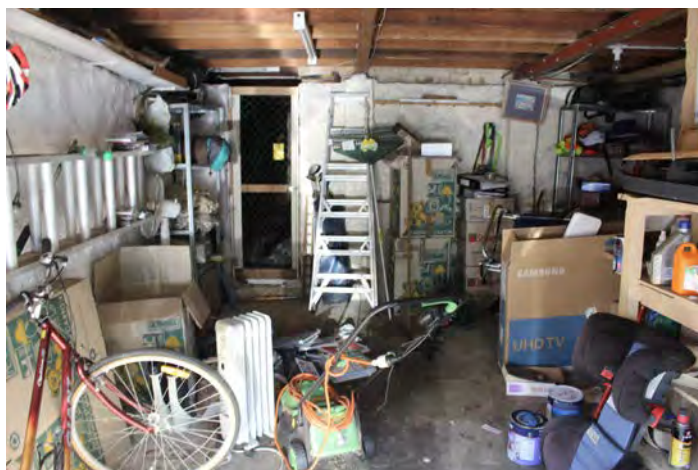


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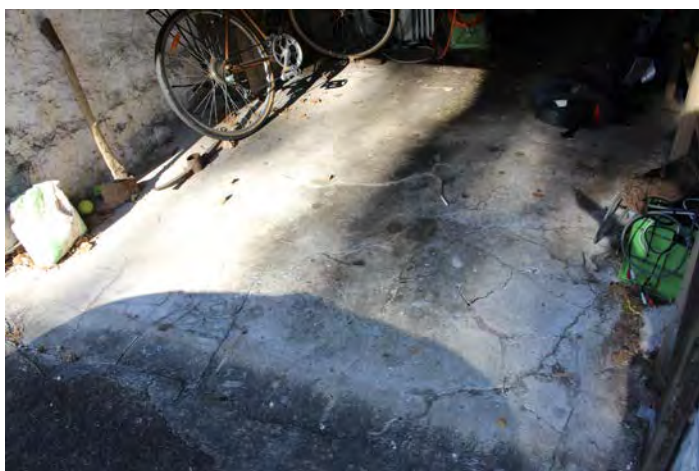


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