

PRACTICE REVIEW BOARD

CASE HISTORIES JANUARY 2010 TO DECEMBER 2010

PRACTICE REVIEW BOARD DISCIPLINE REPORTS PREAMBLE

The Applied Science Technologists and Technicians of British Columbia (ASTTBC) is incorporated under the Applied Science Technologists and Technicians (ASTT) Act RSBC 1979 c.16.1 in 1985; since revised as RSBC 1996 c.15 on April 21, 1997.

The ASTTBC provides professional certification to technologists and technicians in the applied science technologies related to Biological Sciences, Biomedical Engineering, Building, Chemical, Civil Engineering, Electrical, Electronics, Environmental, Forest Engineering, Gas & Petroleum, Geomatics, Industrial, Information, Instrumentation, Mechanical, Metallurgical and Mining disciplines. The ASTTBC also grants technical specialist certification in technical areas such as building design, construction safety, fire protection, house and property inspection, onsite wastewater, public works inspection, site improvements surveys, steel detailing and timber cruising.

Our ‘purpose’, as generally stated in the ASTT Act is, “To maintain, improve and increase the knowledge, ability and competence of technologists and technicians; to regulate standards of training and practice of and for its members, and to protect the interests of the public.” The ASTT Act and Regulations, in the provision of professional certification of technologists, technicians and technical specialists, requires that members adhere to a Code of Ethics, provides a disciplinary mechanism to deal with breaches of the Code and protects ASTTBC’s titles and designations.

The ASTTBC Council has charged the Practice Review Board (PRB) of ASTTBC with the responsibility for enforcement of the ‘Code of Ethics’ for member’s professional practice and conduct, as well as with protecting ASTTBC’s titles and designations. The following report reflects the activities and resolved case files of the PRB. It is the policy of ASTTBC to only report on the specific details of cases (names, places and dates etc.) when the case has resulted in censure as a result of a Disciplinary Hearing or the PRB has determined it is in the public interest to have such information provided.

Report from the Practice Review Board (PRB) for Complaint Cases resolved in PROPERTY INSPECTION from January 2010 to December 2010:

CASE #10-07

STATEMENT OF COMPLAINT:

An ASTTBC Inspector 'Claimant' is alleging that a newly certified 'Inspector' is misrepresenting his abilities and services in connection with his inspection reports.

BACKGROUND:

The new Inspector became a member of ASTTBC in March of 2009 and was working towards an advanced designation. Neither the Standards of Practice nor the organization he was involved with at the time of his report in 2002 are active or available. Further, no mandated regulations regarding industry Standards of Inspection Practice for home inspectors existed at the time the inspection report was written.

INVESTIGATION:

The Investigator reviewed the Claimant's statement and the report in question of the Defendant. The inspection in question occurred May 8, 2002, almost 8 years prior to the complaint, at which time the Defendant was not a member of ASTTBC.

DISCUSSION:

In spring of 2009 the defendant became an ASTTBC member and has completed all requirements for the CHI (P) designation and was licensed with CPBC. During the defendant's assessment process the Investigator reviewed his site and report writing confirming they met the current ASTTBC Standards of Inspection. It must be noted that the client has not to our knowledge complained about the contents of this inspection report.

OUTCOME:

The ASTTBC Practice Review Board has determined there was no evidence of a breach of the Code of Ethics. No further action was required and the file was closed.

CASE # 10-08

STATEMENT OF COMPLAINT:

It is alleged that an ASTTBC Inspector is in breach of his duty of care to the public.

BACKGROUND:

The 'Inspector' completed a pre-purchase inspection on the 'Claimants' property and 'Buyer #1' withdrew from the transaction. Then a 'Buyer #2's offer was accepted by the Claimant. Buyer #2 then called the Inspector used by Buyer #1, who gave a verbal report of the property over the phone, resulting in Buyer #2 withdrawing their offer.

INVESTIGATION:

The Investigator has reviewed the documents from both the Claimant and the Inspector. In addition the Investigator has spoken with the Claimant twice. In reviewing the activity on this property by use of the MLS service the Investigator found that the property did sell later to a Buyer #3. The Inspector claims he was booked for the week and would not have time to complete the required inspection for Buyer #2.

When the second buyer gave the address he stated he had just done an inspection on the property and there were deficiencies, but claims he did not give a verbal report on the subject.

DISCUSSION:

When a buyer of a strata property requires knowledge of problem buildings, a few calls to a number of institutions such as Banks, Credit Unions, Home Protection Office or CMHC will reveal whether a building has issues. This is not unlike what occurred with the information provided by the Inspector for which he did not charge a fee. What would have been an ethical issue is the question of completing the second inspection without acknowledging the previous inspection and charging a full fee. Information on major issues is readily available for consumers; the problem is knowing where to look. There is no evidence to support a breach of the Code of Ethics.

OUTCOME:

The ASTTBC Practice Review Board determined that since there was no evidence to indicate that the Inspector was negligent or in breach of his duty of care to the public, no further action was required and the file was closed. It was further recommended that ASTTBC remind registrants of the process and ethics of two inspections for different clients on the same property.

CASE # 10-10

STATEMENT OF COMPLAINT:

It was alleged by the 'Claimant' that during an inspection by an ASTTBC 'Inspector,' plumbing deficiencies were overlooked and not reported.

BACKGROUND:

The Claimant engaged the Inspector to complete a pre-purchase inspection on a mobile within a Mobile Home 'Park'.

INVESTIGATION:

The site was not physically inspected by the Investigator due to its location in the interior of the province; however data was assembled by phone, email and photographs. Shortly after occupancy the Park had difficulty with the water supply as a water main from the lake broke. The result was major flushing of all water lines within the park to clean the debris from the system. The use of high pressure in the water system, for cleaning water line taps, damaged many of the units within the park, including the subject mobile. Due to slow draining after the flushing was completed, it was determined that the debris from the water lines was now deposited within the drainage pipes under the mobiles.

As storage space was not required by the claimant, access to the crawlspace area was not made until sometime later after the water line drainage problems occurred; plumbers were called by the Park resulting in crawlspace access. Upon entry, the plumbers found leaking drainpipe at all the joints that were bound with duct tape, not adhesive type joins. It became apparent that the previous owner had cut and reassembled the drainage lines so as to accommodate easy access and extra storage in the crawlspace area. The Inspector claims that the day of the inspection the crawlspace under the mobile was packed with boxes and personal items completely restricting access, therefore he could not view the interior cavity. The Investigator determined from the supplied photographs, that the drainage pipes within crawlspace were improperly installed and if access was attainable this deficiency should have been reported by the Inspector.

DISCUSSION:

Once the previous owner had moved the personal items from the crawlspace, access was attainable. The difficulty in attaching responsibility for damages was complicated by the flushing of the lines and the drainage pipe connections, resulting from two different events. Upon entry to the crawlspace the plumbers found leaking drainpipe at all the joints which were bound with duct tape and not adhesive. The inspector defended himself by claiming he could not investigate the crawlspace due to the obstructions created by the personal property.

Both parties wanted to resolve the dispute, the claimant, with what she felt were major plumbing problems, having no resources for the repairs or legal action and the Inspector who felt some responsibility. Both parties agreed that the Investigator could act as a Facilitator towards a solution of this situation.

The Inspector obtained quotes for the plumbing repairs required to the drainage pipe and agreed to pay the cost of these pairs. As of the writing of this report the repairs to the drain pipes have been completed and the invoices have been paid by the Inspector.

OUTCOME:

The ASTTBC Practice Review Board determined that since the matter had been resolved by the Facilitator and since there is no evidence of a violation of the Code of Ethics, no further action was required and the file was closed.

CASE # 10-21**STATEMENT OF COMPLAINT:**

The buyer, 'Claimant' alleges that an ASTTBC 'Inspector' neglected to include in his inspection that the roof leaked and needed to be replaced.

BACKGROUND:

When the Inspector inspected the property he could not view the attic as the access hatch was sealed shut; this condition was confirmed in his report and photos.

INVESTIGATION:

The Investigator has reviewed the complaint of the 'Claimant', the disclosure statement of the previous owner, the 'Inspector's' reply to the complaint, the inspection report with a CD, that included all photos taken at the time of inspection.

The Investigator first visited the site solo on March 2 and revisited the site on March 6 with the Inspector. On both visits to the subject by the Investigator the interior was extremely hot and humid, feeling much like a sauna. On the first visit the Investigator found the hatch to the attic was sealed with tape and caulking similar to that reported on the original inspection by the Inspector. However on the second visit the hatch had been opened. From the hatch opening the underside of the roof deck was gray to black in color and extremely wet. The vent pipe from the exhaust fan lead to the soffit but no grill was observed on the exterior aluminum soffits.

The skylight in the bathroom was dripping with water droplets and the bathroom exhaust fan switch was in the off position. The adjoining bedroom walls had water marks but no discoloration stains. The textured sprayed ceilings in the upper bedrooms had no water stains or indication of a leaking roof. The windows had recently been changed from single aluminum to double glazed vinyl. The exterior roof of the upper bedrooms was covered with a large blue vinyl tarp that also covered all the ridge vents.

DISCUSSION:

The Inspector's report did not make note of the ventilation however considering the time of year it would not be unusual to find the exhaust fan shut off. Nor did the report indicate problems with the roof.

The Claimant stated that the electric base board heaters made it difficult to heat the house to a comfort level for her new baby. Two adults and a baby in a small dwelling can easily create 50 litres moisture per day. As hot air rises it carries contaminants such as moisture vapour to the top level of a dwelling where it usually exhausts to the exterior. In the alternative, if there is not a functioning exhaust fan on the top level, the raising hot air will create its own escape route unusually into the attic.

When this air reaches the attic it is stopped by the roof deck covered by a non penetrating roofing membrane. As the roof deck is sloped the water droplets created by the cooler air in the attic drains downward toward the truss support walls. Thus no staining of bedroom ceilings and water marks on the walls. In addition the upper bedroom doors were closed and the heat shut off creating the perfect colder environment for condensation of moisture vapours.

OUTCOME:

The ASTTBC Practice Review Board determined that since there was no evidence of a breach of the Code of Ethics or Standards of Practice violations, no further action was required and the file was closed.

CASE # 10-39**STATEMENT OF COMPLAINT:**

The 'Claimant' Buyer alleges that an ASTTBC 'Inspector' neglected to explain the tile discoloration in the two bathrooms in her pre- purchase inspection.

BACKGROUND:

The Claimant states that she did not notice tile stains on her inspection prior to writing the purchase agreement nor did the Inspector's walk through cover the tile.

INVESTIGATION:

The Investigator has reviewed the Claimants written complaint, the reply to the complaint by the Inspector and inspected the subject property.

The investigation revealed the shower and tub enclosures are finished with an uncommon 12" x 12" glass covered ceramic tile. It appears that the glass has minutely delaminated from the tile in various areas permitting moisture vapour access which has bleached the tile leaving color botching to the solid coloured tiles. The Inspector contends that the tile staining was part of the walk through discussion and in the present of the Claimant he used his moisture meter to illustrate that the stained areas did not report unusual levels of moisture content. In addition the Claimant told the Investigator that the original building contractor paid each original owner \$16,000 to replace bathroom tiles to their personal choose. Further, the Claimant confirmed that the previous owner did not mention any problems concerning the bathrooms in the disclosure statement. The discussion between the Claimant and the Investigator evolved around the stain tiles not visible to the claimant on two visits yet visible to the inspector on his only visit to the property.

DISCUSSION:

The unusual tile used in the finish of these bathrooms has not frequently been used within the area and as confirmed by the Claimant is not available in the market place at this time. For the builder to provide a payment for replacement confirms that a repair was not an option. The change in tile color is most

noticeable and could not be overlooked by anyone entering these bathrooms. It appears to the Investigator that the Claimant had an abundance of knowledge concerning the tile, a privilege not available to the inspector. Cosmetic issues are considered a personal choice whereas a deficiency is one for the Inspector to report. In this case the report is silent as to the discoloration of the tile, however, in the alternative the Inspector reports a verbal discussion and moisture test of the tile wall in the present of the Claimant.

RECOMMENDATIONS:

The ASTTBC Practice Review Board determined that since there was no evidence of a breach of the Code of Ethics, no further action was required and the file was closed.

CASE # 10-40

STATEMENT OF COMPLAINT:

The 'Claimants' submit that the 'Inspector' was incorrect in his judgment that the roof had a remaining life of 5 to 8 years.

BACKGROUND:

Both the Claimants and the Inspector have had roofers examine the roof; the Claimants roofer suggests the roof should be replaced immediately and the Inspectors roofer indicates the roof has remaining useful life.

INVESTIGATION:

The Investigator has reviewed the complaint of 'Claimant', the reply by the 'Inspector', the inspection report pertaining to this inspection and completed an inspected of the property on May 19 and June 7, 2010. The inspection by the Investigator of the interior on May 19 revealed water droplet stains on the curtain valance and adjacent ceiling of the valance of the master bedroom. It was noted that the water ingress was from the inner part of the valance and not the ceiling of the bedroom. The attic was also inspected with no signs of water ingress over or in the surrounding area of the water stains on the valance. Likewise there were no water stains on any of the ceilings within the top level of the dwelling.

The second trip to the property on June 7 was created by the height of the roof and an inadequate ladder length on the first inspection. The Investigator removed the tarp from the roof that had been placed over the potentially leaking area. The water ingress appears to originate from the roof drain, a roof protrusion in the immediate area of the leak. The gravel slope of the roof contains an unusually large amount of fine sand. It was evident that this fine sand has been washing down the slope to the gutter and accumulated in the area of the roof drain. This fine sand was also observed under the gutter flashings.

DISCUSSION:

Typically a tar and gravel roof has a maximum twenty five year life if maintained. The Investigator inspected the entire roof of the subject and found it to be approximately 15 years of age and reflective of this age.

Confirmation of a roof leak is made from the interior, not the exterior and the process requires an elimination of possible causes and isolation of location. Fine sand was not only found in the gutter but also observed under the gutter flashings. However the major culprit points to the small gutter drain in that during heavy rainfall it restricts the flow of water and is prone to plugging. When a drain is plugged by debris, excessive amounts of water backs up onto the roof deck it can create water ingress under flashing and the drain itself. With consideration to the lack of interior damage the cause points in the direction of regular maintenance to the drains.

The Inspector now sees the error of his judgment in estimating remaining useful life and agreed to refrain from this practice.

OUTCOME:

The ASTTBC Practice Review Board determined that since there was no evidence of a breach of the Code of Ethics, no further action was required and the file was closed.

CASE #10-43

STATEMENT OF COMPLAINT:

A member of ASTTBC holding CTech and CHI [P] registrations respectively contravened the Architects Act.

BACKGROUND:

The member submitted drawings to an authority having jurisdiction for a project requiring an architect's seal, which was potentially confusing with the member's logo.

INVESTIGATION:

ASTTBC sent a letter to the member asking for his comments regarding the matter. He advised that as soon as he received AIBC's letter advising that he was in contravention of the AIBC Act he immediately changed his logo. He advised he had no idea it was illegal and that he was not in the habit of breaking regulations.

DISCUSSION:

None required.

OUTCOME:

The ASTTBC Practice Review Board determined that since the member had changed his logo so that it was no longer in contravention of the AIBC Act, no further action was file was closed.

CASE # 10-47

STATEMENT OF COMPLAINT:

The Claimant alleges that that an Inspector's report fails to meet inspection protocol: reporting standards, identification and misrepresents the installed systems. The 'Claimant' also alleges the ASTTBC Inspector's inspection report contained significant errors of fact and the report in general fails to meet the Standards of Practice set out by another association and accepted by Consumer Protection BC.

BACKGROUND:

The 'Claimant', a licensed Inspector with an organization other than ASTTBC, was engaged by a 'Seller' to provide a second opinion as to the condition of the 'Subject' property initially inspected by the ASTTBC Inspector'.

INVESTIGATION:

The Investigator reviewed the complaint of the 'Claimant', reviewed the response by the ASTTBC Inspector' and spoke with him concerning a page 24, which appeared to be missing from the report. The Investigator has determined that the ASTTBC Inspector was engaged by a 'Buyer' to inspect the subject property; the result of which collapsed the sale. The Seller of the properly then engaged the 'Claimant' to

inspect the property; the results prompted this complaint against the ASTTBC Inspector for significant errors of fact and the failure to meet the Standards of Practice set by another association.

The 'Claimant' stated that he did not conduct a full review but noted significant discrepancies in the reported condition of the property. In the ASTTBC Inspector's response to the claim he states that the 'Buyer' was present during the entire inspection and fully involved with the discussion of each component. The resulting report was a summary of the inspection discussion.

The Investigator found that the 'Claimant' received the ASTTBC Inspector's report from the Seller who must have received it from the potential Buyer or the Realtor. When the Investigator asked the ASTTBC Inspector about the missing page 24 he indicated there were 26 pages, which begs the question as to why the 'Claimant' did not include all the pages with his original complaint. When the Investigator asked the ASTTBC Inspector to forward the missing pages he replied that he did not have a copy. When the Investigator compared the individual claims made against the ASTTBC Inspector the Investigator determined there was no concrete base or logical explanation to support the 'Claimants' interpretation of the report, such as:

- The Claimant suggests a full description of the furnace is required, when in fact the Inspector stated it must be immediately replaced.
- Electrical panel room was locked and every effort was made to have it opened without success.
- Attic access and vaulted ceiling made an observation difficult.
- Without drilling holes in the stucco, which is not procedure, no one can determine the thickness.
- The Claimant clearly miss-read the roof material to be EPDM which was clearly reported as wood shingle/shake.

Further, the Claimant stated that the Inspector did not adhere to the Standards of Practice of another association, which may be correct, however, the investigation found that Inspector did adhere to the Standards of Inspection, as required by ASTTBC, his certification body. It must also be noted that the Consumer Protection BC has not mandated a single Standard of Inspection for the province, but has accepted the Standards of the certifying body. As the Claimant neither completed a full inspection of the property, nor was he present for the discussion with the Buyer, it is impossible for him to interpret what was communicated to the Buyer during the inspection.

OUTCOME:

The ASTTBC Practice Review Board (PRB) determined as there was no evidence of a Code of Ethics or Standards of Practice violation, no further action was required and the file was closed. The PRB recommended that the Manager, House and Property Inspections consult with the ASTTBC Inspector on improving his report format and third party liability disclosure.

CASE 10-48

STATEMENT OF COMPLAINT:

The 'Claimant' alleges that the 'Inspector's speed at completing the inspection resulted in overlooking and reporting of obvious deficiencies.

BACKGROUND:

The letter of complaint states that the Inspector was engaged January 24, 2010 for this assignment because he is a Professional Engineer and uses an infrared camera for inspecting building envelopes. The

complaint letter also states that sometime in May "completely by accident I found a stain and a crack in a very tricky spot just beside the window frame in the living room."

INVESTIGATION:

The Investigator has reviewed the letter of complaint with attached photographs and the reply from the Inspector that included copies of the emails between the two parties.

The Investigator reviewed the photographs supplied by the Claimant of the ceiling stain and found it to be in a prominent location and not concealed as indicated. The review of the inspection report by the Investigator revealed a 26 page typed document with photographs covering documentation of the roof, exterior, garage, storage area, amenities and interior of the apartment. The report is silent regarding the findings of the infrared camera or comments regarding water penetration, however, the Claimant did comment that the Inspector showed them how the camera was used.

The Investigator reviewed the emails submitted by the Inspector that occurred between the parties from January 24 to May 26, 2010. On January 25 the day after the inspection the Claimant asked for the pictures from the thermo imaging camera to which the inspector replied "the thermal imaging camera is used to find anomalies.' If there are any, these are photographed. No thermal related issues were observed so there was nothing to photograph with the Thermal Imaging Camera." The Claimant also states that the "stain had been there all along and also you don't expect a leak just to appear during this dry season". The Investigator has confirmed the rain fall in North Vancouver as follows:

December 2009 at 7", January 2010 at 14", February at 7", March at 8" and April at 8.5", a total of 44.5" or 64% of the annual rainfall.

DISCUSSION:

The inspection and report can only provide document as to what is present on the date and time of the inspection not at some time in the future. The recorded rainfall for the time period would not suggest a dry season as indicated by the claimant. The claimant had re-painted the ceiling therefore a site investigation served no propose. The claimant had provided no evidence that the problem existed at the time of the inspection'

OUTCOME:

The ASTTBC Practice Review Board (PRB) determined that since there was no evidence of a breach of the Code of Ethics, no further action was required and the file was closed. Further, that ASTTBC House Inspection registrants are to be reminded that disclosure as to the use, specific areas inspected, limitations regarding Thermal Imaging Cameras is provided to consumers as part of an inspection engagement.

CASE #10-56

STATEMENT OF COMPLAINT:

The Claimant alleges that an ASTTBC Inspector neglected to inspect under the front entrance stairs and over the drop ceiling panels to report rat droppings.

BACKGROUND:

The Claimant suggests that a plumber found the main shut off, plus rat droppings under the stairs that the Inspector could not. In addition the Plumber found rat droppings on the top side of ceiling tiles when completing some repairs.

INVESTIGATION:

The Investigator has reviewed the complaint of the Claimant and made several unsuccessful attempts for a phone conversation. In addition the Investigator has spoken with the Inspector, reviewed his response to the claim and the 175 photographs taken during the inspection.

DISCUSSION:

The Claimant did not state whether rodents were currently present or if an exterminator had been engaged. The only contact for the Claimant was an email address, to which he has not responded to the request for a phone call. The Inspector responded that the inspection was difficult due to personal belongings everywhere, in preparation to move, making access impossible to many areas. The Inspector also claims that during the walk through with the client he explained the access difficulty and the fragile nature of the old ceiling tiles.

The photos provided by the Inspector of the inspection were reviewed and illustrate the piles of personal property. It is a worrisome decision for an Inspector to lift something like a ceiling tile as breakage is a common occurrence and replacement of an identical tile is impossible. If one breaks after being lifted it usually results in replacing the entire ceiling.

OUTCOME:

The ASTTBC Practice Review Board determined that there was no evidence of Code of Ethics Standards of Practice violations, no further action was taken and the file was closed.

CASE 10-64**STATEMENT OF COMPLAINT:**

The listing Realtor is the 'Claimant' alleging that an ASTTBC 'Inspector' used the wrong inspection technique.

BACKGROUND:

The Claimant alleged that the Inspector did not turn the faucet on to check to see if it worked, but rather he wiggled the faucet forcing it to move which created a leak. The Claimant is holding the Inspector responsible for damage of the faucet.

INVESTIGATION:

The Investigator reviewed the Claimant's letter of complaint and participated in a lengthy phone conversation discussing the circumstances of the inspection. The Investigator also spoke with the Buyer's Realtor, reviewed the Inspector's written response to the claim and spoke with him concerning the complaint.

DISCUSSION:

The two Realtors agree with the Inspector's statement that no one accompanied the Inspector during the inspection. Therefore, no one could have seen what technique was used during the inspection of any component within the dwelling. The Claimant stated, during a phone conversation, the owner had never used the tub in this recently built home and therefore would have never tried the faucet prior to the inspection. The two Realtors stated that the sale collapsed because of financing and not due to the inspection. The Claimant also stated that after the collapse of this sale, two other sales collapsed and she had problems with all three Inspectors. She did not like to complain about the ASTTBC Inspector but she did not care for him because his English was not good, even though all parties to this case speak the same foreign language. The Claimant said the repair to the faucet was minimal and the property has been sold.

OUTCOME:

The ASTTBC Practice Review Board (PRB) determined that since there was no evidence of a violation of the Code of Ethics or Practice Standards, no further action was required and the file was closed.

CASE # 10-73**STATEMENT OF COMPLAINT:**

The 'Claimant' (Buyer) alleged that an ASTTBC Inspector completed a pre purchase inspection of her mobile home and neglected to thoroughly inspect the crawlspace area.

BACKGROUND:

The Claimant alleged that the failure to inspect the crawl space resulted in a failure to report moisture, grey water odours, plumbing deficiencies and decayed building blocks under the steel beams.

INVESTIGATION:

The Investigator has reviewed the complaint and the photographs taken by the Claimant of the reported deficiencies, interviewed the Claimant and her partner. The Investigator has interviewed the Inspector, reviewed his inspection report and the photographs taken at the time of the inspection.

The Investigator found that the previous owner and occupant of the property were not only the Listing Realtor but also the Selling Realtor of the property. The Seller later agreed and was interviewed by the Investigator.

In addition the Investigator inspected the subject, concentrating on the crawlspace and site grading. This revealed 50% of the skirting removed on the right side exposing: the crawlspace area clean of any personal effects, the mobile under carriage frame, insulation and fibre board sheathing had been removed in an area approximately 8' x 8' exposing the wooden floor framing and the 1 1/2" ABS drainage pipe that had been repaired. The investigator found two 12" steel "I" beams that typically reduce the access and visibility height of the crawlspace, running the length of the mobile supporting the main structure. The Inspector reported that wooden blocks were set under the steel beams supporting the home.

DISCUSSION:

Upon occupancy the Claimant noticed a strong odour that she referred to as a smell of grey water. To investigate her partner entered the crawlspace, now without personal items, to find a strong odours and water absorbed carpet that covered part of the asphalt pad. He also found a small area of damp fibre board on the ceiling of the crawlspace, the underside of the mobile floor system. Once the fibre board was removed, the 1 1/2" ABS drainage pipe revealed three 1/2" holes that appeared to have been made by a saw on the top side of the pipe then wrapped with electrical tape to prevent leaking. This pipe provided drainage for the sinks, washing machine and bathroom of the mobile and drained into a 4" pipe leading to the main sewer system. Once the water had drained from this 1 1/2" drainage line the sewer gases from the main could then enter the living space through the holes in the pipes up through the floor bypassing the fixture unit traps.

Anyone living in the mobile would have smelled this sewer gas because, other than when water was draining, the sewer gas would be present. The Claimant stated that the first time she viewed the property the owner / Realtor said it was the odour from the new carpets. However on the day of the inspection, the Claimant informed the Investigator that all the windows were open and the furnace continuously ran to circulate the air. The Claimant advised the Investigator that the Disclosure Statement did not report any deficiencies.

Typical characteristics of mobile home crawlspaces are small access openings, minimum head room and the area is usually loaded with stored items and cobwebs that restrict access and full visibility of the area. The Investigator found a lack of explanation within the Inspector's report in that he did not report or photograph lack of access to the space or difficulties in viewing all areas. Clearly the ABS drainage pipe was concealed however the obstructed areas should have been noted suggesting further inspections once items were removed. The Investigator has brought the concerns arising from the shortage of explanations within the report to the Inspector who has agreed to improve the content of his reports.

At the time of the investigation, a settlement agreement was under negotiation between the Claimant-Buyer / Seller - REALTOR and the Inspector once the quotes for repairs were completed.

OUTCOME:

The Practice Review Board determined that since there was no evidence of Code of Ethics or Standards of Practice violations, no further action was required and the file was closed. The Inspector was reminded of the need to improve the content of his reports with specific reference to issues of access.

With the assistance of the Facilitator the following agreement was reached:

Claimant – Buyer absorbed 25% of repair costs,
Seller – Realtor paid 50% of the repair costs and
Inspector paid 25% of the repair costs.