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HM COURTS & TRIBUNALS SERVICE
LEASEHOLD VALUATION TRIBUNAL

S.27A & S.20C Landlord & Tenant Act 1985 (as amended)("the 1985 Act")

Case Number:	**CHI/21UD/LSC/2011/0116**
Property:	**2 Devonshire Road Hastings East Sussex TN34 1NE**
Applicant:	**Mrs. H. A. Stewart**
Respondents:	**Mr A. L. Williment (Garden Flat) Mr G. A. Nash & Ms A. P. Green (Ground Floor Flat) Havelock Properties Ltd (First Floor Flat) Mr J. MacIntyre (Second Floor Flat) Mr & Mrs. M. & M. McCandless (Top Floor Flat)**
Appearances for the Applicant:	**Mr S. Tucker Legal Support Administrator Mr A. Banyard Surveyor**
Appearances for the Respondents:	**Mr K. Pain of Counsel Mr N. Standen Expert witness**
Date of Inspection / Hearing/Determination	**25th and 30th November 2011**
Tribunal:	**Mr R Wilson LLB (Lawyer Chairman) Mr N Robinson FRICS (Valuer Member) Ms. E Morrison LLB JD (Lawyer Member)**
Date of the Tribunal's Decision:	**3rd January 2012**

THE APPLICATION.

1) This was an application made by the Applicant under S.27A (3) of the 1985 Act for a determination whether, if costs were incurred for a major programme of works to the building in accordance with a specification prepared by HR Surveyors in March 2010, a service charge would be payable for the costs and if so the amount which would be payable.

2) The Respondents sought an order pursuant to S.20C of the 1985 Act that the Applicant's costs incurred in these proceedings not be relevant costs to be included in the service charge for the property.

3) The Tribunal may also consider, pursuant to regulation 9 of the Leasehold Valuation Tribunals (Fees) (England) Regulations 2003, whether one party should be required to reimburse the Tribunal fees incurred by another party in these proceedings.

THE DECISION in SUMMARY

4) The Tribunal determines that if works are carried out to the building substantially in accordance with the specification prepared by HR Surveyors in March 2010, then a service charge would be payable for those works and an estimated figure not exceeding £38,000 would be a reasonable sum to collect on account.

5) No order is made under S.20C of the 1985 Act.

6) No order is made in relation to the repayment of the Tribunal fees.

Law.

7) The Tribunal has power under section 27A of the 1985 Act to decide about all aspects of liability to pay service charges and can interpret the lease where necessary to resolve disputes or uncertainties. The Tribunal can decide by whom, to whom, how much and when service charge is payable.

8) Payments on account for service charge fall to be dealt with under section 19(2) of the 1985 Act. This legislation expressly contemplates the payment of service charges on account. Where a service charge is payable before relevant costs are incurred no greater amount than is reasonable is so payable and there is a mechanism in S.19(2) for adjustments to be made by repayment reduction or subsequent charges or otherwise once the relevant costs have been incurred.

9) S.20 of the 1985 Act provides that where there are qualifying works, the relevant contributions of tenants are limited unless the consultation requirements have been either complied with or dispensed with by the determination of a Leasehold Valuation Tribunal.

The definitions of the various terms used within S.20 e.g. consultation reports, qualifying works etc., are set out in that section.

In order for the specified consultation requirements to be required, the relevant costs of the qualifying work have to exceed an appropriate amount which is set by regulation and at the date of the application is £250 per lessee.

Details of the consultation requirements are contained within a statutory instrument entitled Service Charges (Consultation Requirements) (England) Regulations 2003, SI 2003/1987. The requirements include, for example, the need for the landlord to state why they consider the works or the agreement to be necessary and for further statements setting out their response to observations received and their reasons for selection of the successful contractor. Consultation notices must be sent both to individual tenants and to any Recognised Tenants' Associations (RTAs); both the tenants and the RTA have a right to nominate an alternative contractor depending on the circumstances, and the landlord must try to obtain an estimate from such nominees. The procedures also provide for two separate 30-day periods for tenants to make observations.

10) S.21B of the 1985 Act requires demands for service charges to be accompanied by a summary of rights and obligations of tenants in relation to service charges.

11) Under S.20C of the 1985 Act, the a tenant may apply for an order that all or any of the costs incurred in connection with proceedings before a Leasehold Valuation Tribunal are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.

THE LEASE

12) The Tribunal was provided with a copy of the leases relating to the garden flat and ground floor flat and was told that the leases of the other flats in the building were in similar terms and the service charge liability arose in the same way. As the Respondents do not contend that the service charge costs in issue are not contractually recoverable as relevant service charge expenditure under the terms of their leases, it is not necessary to set out the relevant covenants in the leases that give rise to their liability to pay a service charge contribution.

13) The Applicant's covenants for repair and maintenance are contained in the fourth schedule of the leases and reads as follows: 2 *to keep in good and substantial repair and condition; -(a) the roofs and outside walls and foundations and structure gutters and drainpipes chimney stacks and chimneys of the building and all pipes sewers drains cables and wires in under or upon the Building serving the Flat in common with other parts of the Building (b) the passages landings and staircases in the Building retained by the Landlords (c) the boundary walls or fences of the Building. 3 As often as shall be reasonably necessary and in any case at least once in every five years of the Term to paint all outside surfaces of the Building usually painted. 4 To use their best endeavours to keep passages landings and staircases in the Building retained by the Landlord clean and reasonably lighted and decorated and to keep the outside of the windows in the Building regularly cleaned.*

INSPECTION

14) The Tribunal inspected the property prior to the hearing in the presence of the parties and their representatives. The property is a mid- terraced building constructed around 1835 on five floors including a basement and now arranged as five self-contained flats. The property occupies a position in Hastings city centre close to the sea front. It is constructed of brick walls with a masonry painted finish. The original slate roof covering has been replaced in recent years with concrete tiles. The top floor flat is constructed partially within the roof structure and incorporates two dormers to the front and rear.

15) The Tribunal inspected the front and rear elevations both of which are in need of repair and redecoration. The building looked somewhat neglected and the Tribunal was told that no major work had been undertaken on the property since it was converted in the 1980s. The Tribunal noted that some of the original decorative features are missing.

THE ISSUES IN DISPUTE AND PRELIMINARY MATTERS

16) At the hearing the parties agreed that the core questions for the Tribunal to determine were as follows:

a) Are all of the works specified in the schedule ("the Works ") required on the grounds of performance by the Applicant of her repairing and maintenance obligations?

b) Are the estimated costs of the Works reasonable in amount?

c) Has the Applicant complied with the statutory consultation procedure in relation to the Works?

Prior to the hearing the Applicant had conceded that previous demands for payment of the costs of the proposed works had not been made in accordance with the leases and therefore the Tribunal did not have to determine this issue.

17) The parties (save for the fourth Respondent) had set out their respective positions in their statements of case, which included individual hearing bundles of evidence supplemented by further papers to include a supplementary skeleton argument and authorities filed by the Respondents prior to the hearing. At the hearing both parties developed their cases in some detail.

THE HEARING

18) The hearing took place on the 25th November 2011. Mr. Tucker, who called himself a legal support representative, represented the Applicant assisted by the landlord's surveyor Mr Banyard, and Mr Pain of Counsel represented the first, second, third and fifth Respondents accompanied by Mr Standen who gave evidence as an expert witness. The fourth respondent did not attend and was not represented.

THE APPLICANT'S CASE.

Scope of the works

19) Mr Tucker began by referring the Tribunal to the repairing obligations set out in the leases. The leases placed the Applicant under an obligation to maintain and decorate the building and its common parts and the schedule of work was intended to ensure that the Applicant complied with this obligation. Mr Tucker contended that the repairing/decorating covenants contained in the leases were wide enough to include all the works to be carried out in the schedule of works prepared by HB Surveyors.

20) He reminded the Tribunal of what could be seen during the inspection of the building and submitted that it was quite obvious that substantial work was needed to the exterior.

21) Mr Tucker called Mr Banyard, the Applicant's surveyor who had prepared the specification of the Works, to give evidence. His evidence in summary was that all of the work set out in the schedule prepared by his firm was necessary although he conceded that a small amount of the work, for example the repair of the windows, fell outside the Applicant's covenant to repair. He envisaged billing individual lessees for the cost of this work. Mr Banyard said that he had considered the scope of the Works to see if it was possible to divide it into more than one phase but had concluded that it would not be cost-effective to do so and would render the Applicant in breach of her covenant to repair.

22) In cross-examination Mr Banyard accepted that no one knew with any certainty what the property looked like when the leases were originally granted in the 1980s. However, he maintained that the design of the building was quite ornate and in his opinion it should be restored to how it was originally. That meant replacing the lost brackets and restoring other decorative features of the building.

23) Mr Banyard accepted that his specification had been prepared "on a worse case scenario" so as to avoid the need to go over budget with the possibility of having to re-consult with the lessees. However, he was adamant that his specification provided the most cost-effective method of repair over the long term and the lessees would recover the cost of work by an increase in value of their respective flats.

24) Mr Banyard told the Tribunal that usually his costings came within 3 to 4% of budget and it was often the case that the lessees got a credit at the end of the work. On being cross-examined as to why his costings were so much higher than the expert evidence tendered by the Respondents he submitted that his specification and costings were based on a "lasting standard" whereas the expert evidence of Mr. Standen was based on bringing the cost down as far as possible.

25) Mr Banyard told the Tribunal that it was essential that the Works be supervised and in this case this would probably involve a 3 hour site visit once a week for the duration of the contract. The supervision fees set out in the consultation documentation were at 15% of the cost of the Works although he would settle for 12.5% bearing in mind the overall budgeted costs.

Giving of the notices

26) Mr Tucker told the Tribunal that the stage one notices were sent by first class post on 22nd April 2010 to all of the Respondents, with the notice for the fifth Respondents being sent by airmail to their address in France. The same method of service applied to the second stage notice. He submitted that all notices were properly given. He reminded the Tribunal that one lessee had nominated a contractor and thus engaged in the consultation process. The addresses used were the same addresses as were used for rent and service charge demands and there had not, to his knowledge, been any suggestion that these demands had not been received. There was no record of any lessee denying receipt of the consultation documentation, and all but the fourth Respondent had responded to the Tribunal application sent to the same addresses.

27) Based on this evidence Mr Tucker submitted that the Applicant had, on the balance of probabilities, proved that the notices were properly given.

The Consultation Procedure

28) Mr Tucker contended that the procedure had been correctly carried out. The proposal of BLR in the stage two notices dated 21st September 2010 did not prevent the Respondents from submitting their observations to the priced tenders or the proposal

within the 30-day period allowed for by statute. He denied that the Applicant had failed to comply with the requirements and contended that the Respondents were given the requisite amount of time in which to submit observations and the notices were clear. He contended that if the Respondents concluded that there was no point in submitting observations then this was a matter of personal choice and not caused by any failure by the Applicant to operate the consultation procedure correctly. He reminded the Tribunal that the Applicant had not awarded a contract to anyone before during or indeed after the 30-day periods. In summary he contended that there had been no breach of the Regulations and the Respondents had not suffered any prejudice.

THE RESPONDENTS' CASES.

Scope of the Works

29) The Respondents relied upon the expert report of Mr Standen. His findings in summary are that some of the proposed items in the schedule do not fall within the scope of the Applicant's repairing covenants. Other items amount to restoration of previously existing items rather than repair to existing items, and on this point he was supported by Terence Williment, the original lessee of the ground floor flat, who gave evidence that the decorative brackets now missing were also missing back in 1987. Some of the provisional sums are excessive and are unlikely to be required as is the case with some of the provisional quantities. In some cases the method chosen for repairing the exterior, e.g. burning off the existing paintwork, was neither necessary nor appropriate. Bearing in mind all these factors the Respondents contend that a reasonable cost of the allowable parts of the Works is in the order of £20,000 - £30,000.

30) The Respondents also contend that the proposed surveyors fees of 15% are excessive and should be reduced to between 10% and 12.5% of the revised costs.

31) Relying upon the case of *Garside & Anson v RYFC Ltd & Maunder Taylor* [2011] UKUT 367 (LC) Mr Pain contended that it was unreasonable for the Applicant to carry out all of the work in one phase thereby demanding the whole costs of the Works in one year. The financial impact upon the lessees of such a high sum was a relevant factor in determining whether the demand was reasonable. There was provision in the lease for a reserve fund to be built up and as the Applicant had failed to rely upon this provision it was not now reasonable for such a high demand to be levied in one year.

Giving of the Notices

32) The Respondents put the Applicant to strict proof in relation to the service of the two consultation notices. There was no evidence from any of the Respondents denying receipt. However Terence Williment, the father of the first Respondent, was called and gave evidence that he lived at the same address as his son (along with his wife and another son) and that although the first Respondent is aged 29, he, Terence Williment, opened all his son's mail. In relation to the documentation sent out dated 22nd April 2010 Terence Williment first said he 'never received' this, and then that he did 'not recall getting this'. In relation to the documentation dated 21st September 2010, he also did not recall receipt.

33) Based on this evidence Mr Pain submitted that the Applicant had failed to prove on a balance of probabilities that the notices had been given. He suggested that use of the word 'give' in the Regulations implied the need to prove receipt, rather than mere compliance with the mechanics of 'service'.

Consultation Procedure

34) Mr Pain further contended that the landlord's letter, which accompanied the stage one notice, was poorly drafted and misleading. He contended that it gave the clear impression to the Respondents that the Applicant would choose the contractor before the stage two notices were sent out. The Applicant had thus curtailed the consultation process and had taken away the Respondents' opportunity to make observations on the estimates. He also contended it was improper to include in the stage two notices a statement identifying the contractor whom the Applicant proposed to appoint. In effect the Applicant had brought the consultation process to a premature conclusion. As a result the Respondents were denied the opportunity to make their observations and had thereby suffered prejudice. He contended that as the Applicant had failed to comply with statutory consultation and had not applied to the Tribunal for dispensation from the consultation requirements, the Tribunal had no power or discretion to cure the defects referred to above.

35) Mr Pain contended that in the event of the Tribunal agreeing that the statutory consultation procedure was flawed then the maximum amount recoverable by the Applicant was limited to £250 per flat until there was a compliant consultation.

THE TRIBUNAL'S DELIBERATIONS

Scope of the Works

36) The Tribunal first considered the Applicant's repairing and maintenance obligations contained in the leases and formed the conclusion that the covenants are wide enough to encompass the majority but not all of the Works. As a general rule the method of execution of work rests with the landlord and the Tribunal recognizes that it is possible to remedy disrepair in a variety of ways. It is established law that where a landlord covenants to keep the structure and exterior of a building in repair and the tenant covenant is to contribute towards the cost of so doing, it is for the landlord to decide how to repair, although his decisions must be reasonable. So where the landlord could patch a roof or replace it, it has been held that the tenants could not require him to patch rather than to carry out a permanent job. It is a matter of judgment as to when the time has come to replace an item. The cost of replacement must be balanced against the likely increase in costs of patch repairs. However, where a landlord is required to repair and the tenants are required to contribute, the standard to which the landlord is entitled to adopt at the tenants' expense, must have regard to the tenants' limited interest in the building.

37) The Tribunal considers that the correct approach is to look at the building, to have regard to the state in which it was at the date of the granting of the lease, to look at the precise terms of the lease, and then to come to a conclusion as to whether, on a fair interpretation of those terms in relation to the date, the requisite work can fairly be termed a repair. In addition other circumstances will have to be taken into account. These include the nature and extent of the defects to be rectified and nature and extent of the cost of the proposed remedial works.

38) In this case we consider a particularly relevant factor is that the state of repair and decorative order of the building at the date the leases were granted is not known. The Tribunal considers that nice though it might be to restore the building to its former decorative glory, the Respondents cannot be expected to pay for such restoration unless it can be proved that the items in question were in situ at the commencement of the leases. There is no evidence that in this building the decorative features proposed to be replaced in the Works were in situ at the time of the leases and on the balance of probabilities we think that they were not. The Tribunal has come to this decision based on Mr Williment's evidence and because there is evidence of making

good where the decorative brackets were originally in place. Furthermore it is clear that they were not there in 1995 when Mr Standen was involved with the property and had taken dated pictures showing the exterior of the building at that time. Therefore reinstatement of these brackets and other ornamental elements of the building are considered to be an improvement over the condition of the property since the grant of the leases and the associated costs will not be recoverable as a service charge item. The repair of the windows will also not be recoverable as the repair of the windows, as opposed to the decoration of them, is not the Applicant's responsibility.

39) Applying the above tests the Tribunal has considered each and every item of work included in the schedule to form an opinion on whether the item can properly and reasonably be regarded as a service charge item. The Tribunal has also considered whether the estimated cost of each allowable item is reasonable and whether the contingencies and the provisional quantities are reasonable. The Tribunal has also considered the method of execution and applied its judgment as to whether or not it is reasonable in all the circumstances. The results of this enquiry are set out in the schedule attached to this decision. The last two right-hand columns contain the Tribunal's determination on the item in question and its opinion of a reasonable amount (if any) to collect on account for that item.

40) The Tribunal rejects the assertion that the Applicant has failed to properly and reasonably take into account the financial circumstances of the Respondents by failing to phase the work and demands over more than one year in accordance with the principles set out in the *Garside & Anson* case. The Tribunal accepts the evidence of the Applicant's surveyor that it is not feasible or cost effective to do so. Mr Standen's evidence also does not suggest that the Works could be phased. The decision in *Garside* cannot be regarded as precedent for holding that the landlord's failure to use a right to build up a reserve fund precludes his ability to recover the estimated costs in a single year, and nor in the judgment of the Tribunal is this principal a necessary extension of the ratio *decidendi* of the *Garside case* as contended by Mr Pain.

41) The Tribunal is satisfied that in this case it is reasonable for a surveyor to be employed and there was no challenge made by the Respondents that a reasonable fee for this service is recoverable as a service charge item. Remuneration at the rate of 12.5% is considered reasonable bearing in mind that compliance with the CDM regulations will be included in this fee.

Giving of the Consultation Notices

42) There is judicial authority that in relation to written notices, there is no difference between "served" and "given": *88 Berkeley Road NW9* [1971] Ch 648. Where a notice is sent by post, it is a question of fact when the notice arrives. In the normal course of events a notice is not given unless it arrives at the place where it is addressed. Where an Act authorises service by post, where a letter is properly addressed, pre-paid and posted, there is a statutory presumption that it has been sent, and a statutory presumption that it is delivered in the ordinary course of post. The presumption is rebuttable. Whether or not the statutory presumption applies in this case (a point on which neither side made submissions), the Tribunal finds that the Applicant has proved, on a balance of probabilities, that the necessary notices were given to each of the Respondents. The Applicant's evidence was sufficient to shift the evidential burden to the Respondents and there was no evidence from any of the Respondents denying receipt. In the case of the third Respondent there was positive evidence of receipt. The evidence of the first Respondent's father was of insufficient weight to establish non-delivery to the first Respondent's address.

Consultation Procedure

43) The Tribunal has concluded that the Applicant has carried out the consultation process in the correct way and in particular has complied with the consultation requirements set out in the 1985 Act and Regulations thereunder. This is the case even if the letters accompanying the notices sent by the Applicant's agents may contain some ill chosen words.

44) The requirements are set out in Part 2 of Schedule 4 of the Regulations. Under paragraph 8 (3) the Applicant was required to invite each tenant to propose the name of the person from whom she should try to obtain an estimate. That requirement has been complied with in the notice dated 22nd April 2010. Under paragraph 11(2) she was required to try to obtain an estimate from the nominated person. That requirement was also complied with resulting in the estimate from Pine Martin.

45) Paragraph 11 (5) of the Regulations require the landlord to supply a statement (called a paragraph (b) statement) setting out as regards at least two estimates the amount specified as the estimated costs of the works and where the landlord has received observations, a summary of those observations and his response to them. That requirement has been complied with in the notice dated the 21st September 2010 which accompanied the paragraph (b) statement.

46) It is a notable feature of the Regulations that at no point do they purport to regulate the landlord's choice of contractor directly. However by paragraphs 10 and 12 they do require the landlord to have regard to observations at two stages of the process. On the evidence before the Tribunal, it is satisfied the Applicant has provided for two separate 30-day periods for tenants to make observations.

47) The Tribunal notes that a letter was sent to each lessee with the notice of intention and at paragraph 3 of that letter it is stated that following the tendering process a contractor will be "chosen" from the estimates received. The word "proposed" might have been more appropriate than the word "chosen", however the Tribunal rejects the Respondents' assertions that the choice of words in the extra-statutory letter reasonably caused them to consider that the Applicant had closed her mind to any new observations, see *Daejan Investments v Benson* [2011] EWCA Civ 38 and that therefore participation in the second stage of the consultation process was pointless.

48) The Tribunal considers that taken in the round a reasonable recipient of the notices and the accompanying letters would not have formed the view that there was no point in making observations on the paragraph (b) statement both in relation to the proposed choice of contactor as well as on the scope and cost of the proposed works. The ill chosen phrase in the letter does not in the judgment of the Tribunal detract or negate from the full, clear and statutory compliant information that was provided to the Respondents.

Other issues

49) The Respondents' case on the timing and validity of the demands for the Works was conceded by the Applicant prior to the hearing and accordingly was not pursued by the Respondents at the hearing.

50) The Tribunal rejects the contention of the Respondents that as there is a pending application to the Tribunal for the right to manage the property, which will be determined in the New Year, it is unreasonable to require advance payments in respect of major works which are unlikely to be carried out. The outcome of this application is unknown and the Applicant cannot be expected to have to predict what the result might be when performing her obligations to the lessees. It would in any event be improper for this Tribunal to form a view on proceedings which are not

before it. Neither can the Applicant be expected to suspend her duties as a landlord on account of an application to the Tribunal which may not be successful.

51) The Respondents' statement of case pleads that historic delay has caused the costs of the Works to be higher than they would have been had the building been properly maintained over the years. However the Respondents offered no evidence on this point at the hearing and accordingly the Tribunal makes no findings on the issue.

52) The Tribunal makes it clear that this decision relates only to the Applicant's application for a determination that if costs were incurred in carrying out the schedule of works then costs would be payable as a service charge. This decision does not prevent an application being made by the Respondents under S.27A of the 1985 Act after the works have been completed to determine the reasonableness of the resultant service charges.

SECTION 20C APPLICATION AND REIMBURSEMENT OF FEES.

53) Both of these matters can be taken together as the Tribunal's considerations in relation to both are largely the same. The legislation gives the Tribunal discretion to disallow in whole or in part the costs incurred by a landlord in proceedings before it being treated as relevant costs to be taken into account when determining the amount of service charge. The Tribunal has a wide discretion to make an order that is just and equitable in all the circumstances. In arriving at its decision the Tribunal has considered both the outcome of the case and also the conduct of the parties.

54) The Tribunal is of the view that the Applicant was justified in bringing this application as it is clear that work of an extensive nature needs to be carried out to the building and that the parties have not in recent years seen eye to eye. Bearing in mind the history between the Applicant and Respondents it is understandable that the Applicant wished to bring these proceedings. The Tribunal considers that the Applicant has gone about the matter in the correct way; she has commissioned a surveyor to assess the work required, she has arranged for a schedule of work to be drawn up, and she has gone out to competitive tender. Whilst the Respondents have enjoyed a small measure of success in these proceedings in terms of challenging the scope of the work, the integrity of the consultation procedure has been upheld, as has the ability of the Applicant to raise a substantial levy in one year to fund the Works. On these core issues the Applicant's position has been upheld. Furthermore, the Respondents had the opportunity during the consultation process and indeed subsequently to raise any concerns about the scope of the proposed works but did not do so, choosing instead simply to withhold payment of the monies demanded. For these reasons the Tribunal considers that it would not be just and equitable for an order to be made and the application is therefore refused.

55) All parties have complied with the Tribunal's directions and assisted the Tribunal and bearing in mind the outcome the Tribunal does not consider that it would be just and equitable for the Respondents to have to repay the Applicant's Tribunal fees in this matter. Accordingly, no such order is made.

Signed _____
Mr RTA Wilson (Chairman)

Dated 3rd January 2012

2 DEVONSHIRE ROAD, HASTINGS

Spec No.	Brief Description	Mr Standen's comments	Martin & Bowles Tender	N Standen Assessment	Tribunal Assessment	LVT's comments
9.1	Contingency	Agreed	£ 2,000.00	£ 2,000.00	£ 4,000.00	Increase per Mr Standen's comments
9.2	Welfare	Agreed	£ 400.00	£ 400.00	£ 400.00	Mr Standen agrees
10.01	Front Scaffold	Agreed	£ 1,500.00	£ 1,500.00	£ 1,500.00	Mr Standen agrees
10.02	PIR alarm	Scaffold alarm not considered essential.	£ 400.00	£ -	£ 400.00	A reasonable precaution
10.03	Crack Repairs, render	Considered to be normal preparation.	£ 100.00	£ -	£ 100.00	Considered reasonable, not covered elsewhere
10.04	Replace scrolled brackets	Restoration not considered appropriate.	£ 1,200.00	£ -	£ -	Considered improvement to state of property at start of lease
10.05	Reform portico cornice to original profile	Restoration works not considered appropriate. Minor repair required.	£ 825.00	£ 150.00	£ 150.00	Considered improvement as above but some repairs necessary, Provisional Sum.
10.06	Reform portico dado	Restoration works not considered appropriate.	£ 450.00	£ -	£ -	Considered improvement as above, but use 9.1 if any repairs found to be necessary
10.07	Ornamental window surround	No significant repairs considered necessary.	£ 825.00	£ -	£ -	Use 9.1 if any repairs found to be necessary
10.08	Ornamental render repair	No significant repairs evident.	£ 500.00	£ -	£ -	Use 9.1 if any repairs found to be necessary
10.09	Flat render repairs	Quantity may be excessive but agreed as covered by a provisional quantity.	£ 500.00	£ 500.00	£ 500.00	Mr Standen agrees
10.10	Flat render crack repairs	Some crack repairs considered necessary but specified works not considered appropriate.	£ 500.00	£ 100.00	£ 500.00	Provisional quantity considered reasonable
10.11	Re-form portico balustrade	Restoration works not considered appropriate.	£ 600.00	£ -	£ -	Considered improvement but use 9.1 if any repairs found to be necessary
10.12	Re-form portico balustrade	Minor repairs only required and considered to be part of general making good prior to redecoration.	£ 600.00	£ -	£ -	Use 9.1 for repair where necessary
10.13	Re-casting 7 balusters	Restoration works not considered appropriate. Minor repairs covered by general preparation prior to redecoration.	£ 1,050.00	£ -	£ -	Use 9.1 for repair where necessary
10.14	Acrypol portico flat roof	Agreed.	£ 400.00	£ 400.00	£ 400.00	Mr Standen agrees
10.15	"Windowcare" repairs	Largely lessees' responsibility and no significant repairs to other joinery evident.	£ 400.00	£ -	£ -	Parties agreed at hearing
10.16	Repair rotten joinery	Provisional sum considered excessive.	£ 1,000.00	£ 500.00	£ 500.00	Parties agreed at hearing
10.17	Replace 5 external sills	Only 1 cill believed to be landlord's responsibility.	£ 1,250.00	£ 250.00	£ 250.00	Parties agreed at hearing
10.18	Repair basement window lintol	Provisional sum for repairs over basement window considered to be insufficient.	£ 250.00	£ 400.00	£ 400.00	Agree, insufficient but PS only

10.19	Entrance walls etc., render	Specified work considered excessive.	£	900.00	£	500.00	£	900.00	Allowance considered reasonable
10.20	Repair pillar cornices	No work other than normal preparation considered necessary.	£	950.00	£	-	£	-	Use 9.1 for repair where necessary
10.21	Gas Meters	Not believed to be landlords responsibility.	£	90.00	£	-	£	-	Parties agreed at hearing
10.22	Basement handrail	Not believed to be landlord's responsibility.	£	90.00	£	-	£	-	Parties agreed at hearing
10.23	Clear front areas	Not believed to be landlord's responsibility.	£	400.00	£	-	£	100.00	Front path from pavement is common part
10.24	Burn off flaking paint, wood	Extent of burning off considered excessive.	£	800.00	£	400.00	£	800.00	Flaking paint should be removed
10.25	Burn off flaking paint to flat render	Burning off paintwork to flat render not considered appropriate.	£	1,500.00	£	-	£	1,500.00	Provisional Quantity only
10.26	Burn off flaking paint to ornamental render & entire FF balustrade	Burning off paintwork to ornamental render not considered appropriate.	£	750.00	£	-	£	-	Use 9.1 for burning off where necessary
10.27	Burn off paint to all sills	Burning off paintwork to cills not considered appropriate.	£	750.00	£	-	£	-	Extent considered unreasonable but can use 9.1 if necessary
10.28	Replace 30 path tiles	Allowance for replacement tiles considered excessive.	£	450.00	£	150.00	£	450.00	Provisional Quantity only
10.29	Replace 10 black tiles	Allowance for replacement tiles considered excessive.	£	150.00	£	90.00	£	150.00	Provisional Quantity only
10.30	Rainwater goods	Provisional sum considered excessive.	£	500.00	£	150.00	£	500.00	Parties agreed at hearing
10.31	Remove redundant bracket	Work not considered necessary.	£	50.00	£	-	£	50.00	To avoid further deterioration
10.32	Cleaning RW, IC etc.	Adjustment as no drainage evident.	£	200.00	£	100.00	£	200.00	Parties agreed at hearing
10.33	Redecorate front elevation	Agreed.	£	2,750.00	£	2,750.00	£	2,750.00	Mr Standen agrees
10.34	Clean windows	Agreed.	£	250.00	£	250.00	£	250.00	Mr Standen agrees
10.35	Clearing rear garden	Not believed to be landlord's responsibility.	£	750.00	£	-	£	-	Parties agreed at hearing
10.36	Full scaffold, rear elevation	Agreed.	£	1,800.00	£	1,800.00	£	1,800.00	Mr Standen agrees
10.37	PIR alarm	Scaffold alarm not considered essential.	£	400.00	£	-	£	400.00	A reasonable precaution
10.38	Satellite dish	Status of satellite dish requires checking.	£	200.00	£	-	£	200.00	Parties agreed at hearing
10.39	Scaffold access to chimney	Agreed.	£	500.00	£	500.00	£	500.00	Mr Standen agrees
10.40	Repair chimney flaunching	Provisional quantity considered excessive.	£	400.00	£	200.00	£	200.00	Provisional Quantity, may need 9.1
10.41	Defective cornice repair	No repairs evident.	£	750.00	£	-	£	-	Appears unreasonable, use 9.1 for repair if necessary
10.42	Replace 2 chimney pots	No repairs evident.	£	650.00	£	-	£	-	Appears unreasonable, use 9.1 for repair if necessary
10.43	Render repair to chimney	Provisional quantity considered excessive.	£	600.00	£	375.00	£	600.00	Allowance considered reasonable
10.44	Repairs to dormer tops	No disrepair evident.	£	1,200.00	£	-	£	1,200.00	It appears reasonably likely that repairs will be required

10.45	Burn off all paint to fascia	Works considered excessive.	£ 300.00	£ 150.00	£ 150.00	Use 9.1 if additional burning off required
10.46	Ornamental cornice, PC	Restoration works not considered appropriate. Minor repair only required.	£ 1,200.00	£ 200.00	£ 600.00	Repair only but extent required not known from ground level inspection
10.47	Say roof repairs allowance	No repairs considered necessary.	£ 500.00	£ -	£ -	Use 9.1 for repair if necessary
10.48	Burning off paint to render, provisional quantity	Burning off paintwork to render not considered appropriate.	£ 1,000.00	£ -	£ 1,000.00	This is an allowance only
10.49	Burn off flaking paint, wood	Allowance considered excessive.	£ 750.00	£ 300.00	£ 750.00	Flaking paint should be removed
10.50	RW & waste pipe repairs	No works identified.	£ 400.00	£ -	£ -	Use 9.1 for repair if necessary
10.51	Repair render, PC	Agreed on basis provisional quantity can be adjusted.	£ 400.00	£ 400.00	£ 400.00	Mr Standen agrees
10.52	Ornamental render repairs	No work considered necessary.	£ 500.00	£ -	£ 500.00	Provisional sum only
10.53	Repair cracks, flat render	Specified works considered excessive.	£ 400.00	£ 150.00	£ 400.00	Allowance only
10.54	Cracks, ornamental render	No repairs evident.	£ 160.00	£ -	£ -	No cracks noted, use 9.1 if necessary
10.55	Repair hole around pipe	Agreed.	£ 50.00	£ 50.00	£ 50.00	Mr Standen agrees
10.56	Repair cornice, 1st floor	Provisional quantity considered excessive.	£ 750.00	£ 300.00	£ 300.00	Allowance appears excessive, use 9.1 if necessary
10.57	Metal railing repairs	No repairs considered necessary.	£ 300.00	£ -	£ -	No defect visible, use 9.1 if necessary
10.58	FF cornice, Acrypol	No work considered necessary.	£ 400.00	£ -	£ -	Use 9.1 for repair if necessary
10.59	Burn off, balcony underside	No work considered necessary.	£ 470.00	£ -	£ -	Use 9.1 for repair if necessary
10.60	Burn off all sills	No work considered necessary.	£ 500.00	£ -	£ -	Not considered necessary but can use 9.1
10.61	Joinery repairs	Works not landlord's responsibility.	£ 300.00	£ -	£ -	Parties agreed at hearing
10.62	Joinery repairs, CPs	Provisional sum considered excessive.	£ 500.00	£ 250.00	£ 250.00	Parties agreed at hearing
10.63	Rear garden wall repairs	Provisional quantity considered excessive.	£ 450.00	£ 100.00	£ -	Work not reasonably required at this time
10.64	Clean out all RW etc.	Agreed in principle.	£ 250.00	£ 250.00	£ 250.00	Mr Standen agrees
10.65	Redecoration	Agreed.	£ 2,880.00	£ 2,880.00	£ 2,880.00	Mr Standen agrees
10.66	Clean windows	Agreed.	£ 250.00	£ 250.00	£ 250.00	Mr Standen agrees
10.67	Internal woodchip paper	No adjustment to figure considered necessary.	£ 350.00	£ 350.00	£ 350.00	Mr Standen agrees
10.68	Defective wall plaster	Provisional quantity considered excessive.	£ 240.00	£ 120.00	£ 240.00	Provisional Quantity only
10.69	Lighting repairs	Works specified considered excessive.	£ 500.00	£ 150.00	£ 150.00	Specification considered excessive, provisional sum
10.70	Rotten skirting replacement	Provisional quantity considered excessive.	£ 120.00	£ 80.00	£ 120.00	Provisional Quantity only
10.71	Replace fanlight glazing	Agreed.	£ 150.00	£ 150.00	£ 150.00	Mr Standen agrees

10.72	Clear rubbish from hallway	No works necessary at time of inspection and largely relates to areas not landlord's responsibility.	£	250.00	£	-	£	-	Parties agreed at hearing
10.73	Locks on store rooms	Not landlord's responsibility.	£	250.00	£	-	£	-	Parties agreed at hearing
10.74	No Smoking signs	Agreed if required.	£	40.00	£	40.00	£	40.00	Considered necessary (cleaners' workplace)
10.75	Smoke detectors	Work appears to have been undertaken.	£	220.00	£	-	£	-	Parties agreed at hearing
10.76	Re-carpet common parts	Agreed in principle.	£	2,250.00	£	2,250.00	£	2,250.00	Mr Standen agrees
10.77	Redecorate ceilings	Agreed.	£	1,100.00	£	1,100.00	£	1,100.00	Mr Standen agrees
10.78	Redecorate walls	Agreed.	£	2,300.00	£	2,300.00	£	2,300.00	Mr Standen agrees
10.79	Redecorate woodwork	Agreed.	£	1,600.00	£	1,600.00	£	1,600.00	Mr Standen agrees
		TOTALS	**£**	**54,660.00**	**£**	**26,885.00**	**£**	**37,730.00**	