



**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case reference : **LON/00AU/LAM/2019/0015**

Property : **9 Highbury Grange, London, N5
2QB**

Applicants : **(1) Nigel Boulting
(2) Paul Robert Boulting**

Representative : **Mr Upton of Counsel**

Respondent : **Bluehaven Estates Limited**

Representative : **Did not attend and was not
represented**

Type of application : **Appointment of Manager**

Tribunal members : **Tribunal Judge I Mohabir
Mr P Roberts RIBA**

Venue : **10 Alfred Place, London WC1E 7LR**

Date of decision : **14 October 2019**

DECISION

Introduction

1. This is an application made by the Applicants under section 24 of the Landlord and Tenant Act (as amended) (“the Act”) for an order in respect of 9 Highbury Grange, London, N5 2QB (“the property”).
2. The property is described as a 19th century Thomas Cubitt villa converted into 7 flats. Four of the flats are retained by the Respondent, who is the freeholder, and the remaining 3 flats are held on long residential leases. The Applicants are the lessees of Flat 1. The other interested parties to the application are Hitesh Soma and Charlotte Hudson and Professor Robert Cressy and Siaodong Wang who are the leaseholders of Flats 9A and 9B respectively.
3. The property has a somewhat unfortunate history. By a similar application made jointly by the Applicants and others against the Respondent, which was compromised by the parties, the Tribunal made an order dated 7 October 2015 appointing Mr William Heneker of Lamberts, Chartered Surveyors, as the Manager for a term of 3 years.
4. The Applicants asserted that Mr Heneker carried out little or no effective management of the property during his tenure. Therefore, the Applicants made an application to vary the order dated 7 October 2015 by replacing Mr Heneker with a Mr Nasir from the firm of Driver and Norris Limited.
5. The application to vary was listed for a hearing but this had to be adjourned because Mr Nasir was out of the country on the hearing date. In the interim, the term of the order dated 7 October 2015 expired and the management of the property reverted to the Respondent. By reason of this, the Tribunal no longer had jurisdiction to vary the order and the application did not succeed. The Applicants were, therefore, obliged to make this application afresh for the appointment of a new manager.
6. On 30 April 2019, the Applicants served a preliminary notice on the Respondent pursuant to section 22 of the Act for the appointment of a manager. The grounds set out in the notice effectively repeated the same complaints made that gave rise to the order of 7 October 2015 being made because of Mr Heneker’s alleged management failures. No response was forthcoming from the Respondent.
7. On 26 June 2019, the Applicants made this application to the Tribunal. The grounds relied on are annexed to this decision and need not be repeated here. On 2 July 2019, the Tribunal issued Directions and, in addition, the lessees of Flats 9A and 9B were served with a copy of the application and the directions order. The Respondent has not complied with any of the Directions or participated in the proceedings in any way.

The Law

8. Section 24 of the Landlord and Tenant Act 1987 provides:

"(1) A leasehold valuation tribunal may, on an application for an order under this section, by order appoint a manager to carry out, in relation to any premises to which this Part applies-

- (a) such functions in connection with the management of the premises, or*
- (b) such functions of a receiver, or both, as the Tribunal thinks fit.*

(2) A leasehold valuation tribunal may only make an order under this section in the following circumstances, namely-

(a) where the tribunal is satisfied-

- (i) that any relevant person either is in breach of any obligation owed by him to the tenant under his tenancy and relating to the management of the premises in question or any part of them...*
- (ii) ...*
- (iii) that it is just and convenient to make the order in all the circumstances of the case;*

(ab) where the tribunal is satisfied-

- (i) that unreasonable service charges have been made, or are proposed or likely to be made; and*
- (ii) that it is just and convenient to make the order in all the circumstances of the case;*

(aba)...

(abb)...

(ac) where the tribunal is satisfied-

- (i) where any relevant person has failed to comply with any relevant provision of a code of practice approved by the Secretary of State under section 87 of the Leasehold Reform, Housing and Urban Development Act 1993 (codes of management practice), and*
- (ii) that it is just and convenient to make the order in all the circumstances of the case;*

(b) where the tribunal is satisfied that other circumstances exist which make it just and convenient for the order to be made.

Hearing

Procedural

9. The hearing took place on 10 October 2019. The Applicants were represented by Mr Upton of Counsel. The Respondent did not attend and was not represented. Mr Soma from Flat 9A attended the hearing but did not participate in the proceedings save to state that he supported the application to appoint a new manager.
10. By an email dated 8 October 2019, Professor Cressy and Mrs Wang made an application to be joined in the proceedings and/or to object to the application on the basis that various items of disrepair set out in the Third Schedule to the Applicants' section 22 notice were not breaches committed by the Respondent.
11. The Tribunal dismissed the application for two reasons. Firstly, Professor Cressy and Mrs Wang did not attend the hearing to prosecute the application and it was in any event not supported by any evidence. Secondly, the objection raised was not one they could properly take on behalf of the Respondent. In other words, they had no standing to do so as they are not the landlord.
12. Mr Upton withdrew the Applicants' application to debar the Respondent from defending the proceedings because of its non-compliance with the Tribunal's directions.
13. The Tribunal was then told that Mr Nasir, the proposed manager, had left the employment of Drivers and Norris Limited and that Ms Semper from the same firm was being proposed instead. She had prepared a witness statement dated 9 October 2019, which the Tribunal was told had been served on the Respondent and interested parties by courier on the same date.
14. Mr Upton made an application for permission to admit the witness statement of Ms Semper in evidence. The application was granted because the Tribunal was satisfied that to do so did not cause either the Respondent or the interested parties any real prejudice. The witness statement effectively repeated what was set out in the witness statement of Mr Nasir, which had been served in accordance with the Tribunal's directions.
15. Mr Upton stated that the Applicants were no longer pursuing ground 2 in support of the application.

Decision

16. The Tribunal then proceeded to hear the Applicants' evidence, which was not challenged.

17. Ms Semper confirmed her professional qualifications and her 8 years' experience in managing various types of residential properties. She also confirmed that she was aware of the troubled history of the management of the property. She did not know why Mr Heneker had not carried out any of the urgent major works identified in the condition survey report prepared by C Forster dated 27 May 2015 in relation to the earlier application to appoint a manager.
18. Ms Semper estimated that total fees of approximately £40,000 would be required to properly assess the condition of the property before major works could be undertaken. It was her intention to make an initial service charge demand for this expenditure. When asked by the Tribunal how this was going to be achieved if the Respondent or one or more of the other leaseholders did not or could not pay the demand, she said that the Applicants were prepared to fund any debt recovery litigation to an extent. However, she accepted that either if such funds were not forthcoming or were insufficient, no works could be carried out to the property.
19. The Second Applicant, Mr Paul Boulting, then gave evidence. He confirmed Mr Heneker's failure to implement the major works required and his failure to provide an adequate explanation for this. Mr Boulting suggested that he did not want to offend the Respondent.
20. Mr Boulting said that Professor Cressey and the Respondent had indicated that they could not afford the cost of the proposed major works. He said the Applicants would pay any service charge demand issued by Ms Semper. When he was asked by the Tribunal about the extent to which they would be prepared to allow these funds to be used for the purpose of debt recovery proceedings against any defaulting party, he said this would be between 15-20% of their contribution. Mr Boulting said that he understood that none of the major works could be commenced until all service charge demands had been paid by the Respondent and other leaseholders.
21. Given that the same circumstances still existed at the property that gave rise to the order dated 7 October 2015 being made and the fact that the Applicants' evidence was unchallenged, the Tribunal found that grounds 1, 3 and 4 relied on in support of the application had been proved and, therefore, section 24(2)(a)(i) of the Act had been satisfied. In any event, for the same reasons, the Tribunal was also satisfied that it was just and convenient for an order to be made appointing a manager for the property.
22. Furthermore, the Tribunal was also satisfied that Ms Semper possessed the relevant knowledge and experience to be appointed as the Manager of the property. However, the Tribunal did not consider that a term of 6 years for her appointment was appropriate for two reasons. Firstly, they were mindful of her propensity to change jobs after a relatively short time with her previous employers. Secondly, in their judgement, the Tribunal considered that a period of 3 years was sufficient for any

competent manager to collect any service charge contributions possibly by litigation and to implement the proposed urgent major works. Otherwise, the Applicants could potentially be left again in the position of having the benefit of an order appointing a manager but with no effective management taking place. Of course, it is open to the Applicants to make an application in time to vary the Tribunal's order to extend the appointment of Ms Semper if necessary.

23. The Tribunal's order and the terms of Ms Semper's appointment is annexed to this decision.

Section 20C – Costs

24. Given the Respondent's non-participation in these proceedings and in the event that it seeks to recover any costs it may have incurred from the leaseholders, the Tribunal consider its just and equitable to make an order preventing it from being able to recover any such costs either through the service charge account or otherwise. Although there was no evidence that the Respondent had incurred any costs in responding to the application, this did not discount the possibility of such a claim being made at a later date. By making the order now, the Applicants would be spared having to incur both further costs and time in having to make an application under section 20C to challenge any such costs.

**Name:
Tribunal
Judge I
Mohabir**

**Date: 14
October
2019**

Rights of appeal

By rule 36(2) of the Tribunal Procedure (First-tier Tribunal) (Property Chamber) Rules 2013, the tribunal is required to notify the parties about any right of appeal they may have.

If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber), then a written application for permission must be made to the First-tier Tribunal at the regional office which has been dealing with the case.

The application for permission to appeal must arrive at the regional office within 28 days after the tribunal sends written reasons for the decision to the person making the application.

If the application is not made within the 28 day time limit, such application must include a request for an extension of time and the reason for not complying with the 28 day time limit; the tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed, despite not being within the time limit.

The application for permission to appeal must identify the decision of the tribunal to which it relates (i.e. give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

If the tribunal refuses to grant permission to appeal, a further application for permission may be made to the Upper Tribunal (Lands Chamber).

CASE REFERENCE: LON/00AU/LAM/2019/0015

IN THE FIRST-TIER TRIBUNAL

PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

BETWEEN:

Nigel William Boulting and Paul Robert Boulting

Applicant

and

Bluehaven Estates Limited (Freeholder)

Respondent

(1) Hitesh Soma and Charlotte Hudson (Flat 9A)

(2) Professor Robert Cressy and Siaodong Wang (Flat 9B)

Interested Parties

ORDER for the Appointment of a Manager

UPON the making of an application by the Applicant dated 27 June 2019 for the appointment of a manager under s.24 of the Landlord and Tenant Act 1987 in respect of 9 Highbury Grange London N5 2QB (the “Property”);

AND UPON the First-tier Tribunal (Property Chamber) being satisfied that the Respondent landlord is in breach of obligations owed by it to the Applicant under their lease and relating to the management of the Property;

AND UPON the Tribunal being satisfied that it is just and convenient in all the circumstances to make an Order pursuant to section 24 of the 1987 Act.

In this Order:

A. “the Property” includes all those parts of the property known as 9 Highbury Grange, London N5 2QB and registered at HM Land Registry under Title Number NGL383069

B. “the Landlord” means Bluehaven Estates Limited (company registration no. 01128306) or in the event of the vesting of the reversion in another, this landlord’s successors in title.

C. “the Manager” means Shawnette Semper of Drivers and Norris Ltd, 407-409 Holloway Road, London N7 6HP.

D. “the Long Lease Flats” means (1) the Lower Ground Floor Flat A, (2) the Lower Ground Floor Flat B; and (3) the Second and Third Floor Flat 1.

E. “the Landlord’s Retained Flats” means Flats C, D, E and F in the Property (otherwise known as Flats 3, 4, 5 and 6);

F. “the Expenditure Attributable to the Landlord’s Retained Flats” means 55.68% of the total expenditure that is charged to the lessees as service charge under the leases of the Long Lease Flats (assessed by reference to the rateable value apportionment set out in the Third Schedule of the Lease of Flat 1, 9 Highbury Grange dated 21 May 1981;

F. “the 2015 Order” means the (now expired) order of the Tribunal dated 7 October 2015, appointing a manager in respect of the Property

IT IS HEREBY ORDERED as follows:

- 1 In accordance with s.24(1) of the Landlord and Tenant Act 1987 the Manager is appointed as manager of the Property;
- 2 The appointment of the Manager shall continue for an initial term of 3 years from the date of this Order and thereafter his appointment is to be subject to review by the Tribunal;
- 3 That the Manager shall manage the Property in accordance with:
 - (a) The Directions and Schedule of Functions and Services attached to this Order;
 - (b) The respective obligations of the landlord and the lessees under the leases demising the Long Lease Flats and in particular with regard to repair, redecoration, provision of services to and the security and insurance of, the Property;
 - (c) The duties of managers set out in the Service Charge Residential Management Code, 3rd edition or such other replacement Code published by the Royal Institute of Chartered Surveyors and approved by the Secretary of State pursuant to section 87 of the Leasehold Reform Housing and Urban Development Act 1993.
- 4 The Landlord / its agents shall not interfere with or obstruct the Manager’s ability to manage the Property and shall, among other things, cooperate with all reasonable and necessary requests for access to the Landlord’s Retained Flats that are made by the Manager in connection with his appointment.
- 5 The Landlord / its agents shall pay to the Manager the Expenditure Attributable to the Landlord’s Retained Flats, such sums to be demanded by the Manager in the same manner as the service charges are to be demanded under the leases demising the Long Lease Flats.
- 6 The Manager shall within six weeks of the date of the Appointment Date appoint a properly qualified and experienced surveyor to carry out a full structural survey of the Property (“the Survey”)
- 7 The Manager shall within six weeks of the Appointment Date appoint a properly qualified and experienced valuer to value the building for insurance purposes.
- 8 The Manager shall within a reasonable time of the Appointment Date commission an expert boundary report to establish the full extent of the Property.

- 9 An Order is made under s.20C of the Landlord and Tenant Act 1987 that the Respondent's costs before the Tribunal shall not be added to the service charges.
- 10 The Manager shall apply forthwith to the Land Registry for the registration of this Order pursuant to section 24(3) of the 1987 Act and the applicable provisions of the Land Registration Act 2002 in relation to title number NGL383069.
11. The lessees of the Long Lease Flats shall pay to the Manager the service charge payable under the lease of their respective flat in accordance with the provisions of their lease together with and at the same time and in the same manner as the service charge the Manager's fee. For the avoidance of doubt, the Manager shall not be obliged or entitled to demand or collect any ground rent payable by the lessees of the Long Lease Flats to the Landlord.
12. Sections 18 to 30 of the Landlord and Tenant Act 1985 (and any regulations made thereunder) shall apply to any sums demanded by the Manager as if any references to "the landlord" are to "the Manager".
13. The Manager shall within 6 months after the termination of his appointment provide to the lessees of the Long Lease Flats and the Landlord closing accounts up to the last day of his appointment. The Landlord and any lessee may within 3 months of receiving the said closing accounts make a reasonable request for further information and/ or raise reasonable queries on the closing accounts. The Manager shall reply to any such requests as soon as reasonably practicable and in any event no later than 3 months of receiving such a request. The Landlord and any lessee may apply to the Tribunal for further directions for the purposes of challenging any of the costs incurred in the event that they consider the Manager's reply is unsatisfactory.
14. The Landlord shall within two weeks of the date of this Order provide details of where all communications from the Manager may be sent, and ensure that any communications sent to this address are dealt with promptly and fully.

DIRECTIONS

1. That from the date of appointment and throughout the appointment the Manager shall ensure that he has appropriate professional indemnity cover in the sum of at least £1,000,000 and shall provide copies of the current Cover Note upon a request being made by any of the lessees of the Long Lease Flats (hereinafter “the Lessees”), the Landlord or the Tribunal.
2. That not later than four weeks after the date of this Order the parties to this Application shall provide all necessary information to and arrange with the Manager an orderly transfer of responsibilities. No later than this date, the Lessees and the Landlords shall transfer to the Manager all the accounts, books, records and funds (including without limitation, service charge reserve fund).
3. The rights and liabilities of the Landlord arising under any contracts of insurance, and/or any contract for the provision of any services to the Property shall upon the date four weeks from the date of this Order become rights and liabilities of the Manager.
4. That the Manager shall be entitled to remuneration (which for the avoidance of doubt shall be recoverable as part of the service charges of the leases of the Long Lease Flats and from the Landlord in respect of the Landlord’s Retained Flats) in accordance with the Schedule of Functions and Services attached.
5. That at the expiry of 3 months from the date of this Order, the Manager shall prepare a brief written report for the parties hereto on the progress of the management of the Property up to that date and shall submit the same to the parties by no later than one calendar month following the expiry of the initial 3 month period.

SCHEDULE OF FUNCTIONS AND SERVICES

A. SERVICE CHARGE

- 1.1 Prepare an annual service charge budget, administer the service charge and prepare and distribute appropriate service charge accounts to the lessees as per the percentage share of under the terms of their leases and to the Landlord in respect of the Landlord's Retained Flats.
- 1.2 Demand and collect service charges, insurance premiums and any other payments (other than ground rent) due from the lessees and from the Landlord in respect of the Landlord's Retained Flats. Instruct solicitors to recover unpaid rents and service charges and any other monies due to the landlord upon the landlord's instructions.
- 1.3 Instruct solicitors to recover from the Landlord unpaid sums due to the Manager in respect of the Landlord's Retained Flats.
- 1.4 Place, supervise and administer contracts and check demands for payment for goods, services and equipment supplied for the benefit of the Property within the service charge budget.

B. ACCOUNTS

- 2.1 Prepare and submit to the Landlord and owners of the Long Lease Flats an annual statement of account detailing all monies received and expended on its behalf. The accounts to be certified by an external auditor if required by the Manager.
- 2.2 Produce for inspection, receipts or other evidence of expenditure.
- 2.3 All monies collected by the Manager will be accounted for in accordance with the Accounts Regulations as issued by the Royal Institution of Chartered

Surveyors, subject to the Manager receiving interest on the monies whilst they are in his client account. Any reserve fund monies shall be held in a separate client account with interest accruing to the parties contributing.

C. REPAIRS AND MAINTENANCE

Urgent repairs:

3.1 The Manager shall undertake the works detailed in Appendix C of the Expert Witness Report prepared by C Forster dated 27 May 2015 ('the Urgent Works'), as varied by Appendix 1 to this Order. A copy of Appendix C of the Expert Witness Report prepared by C Forster dated 27 May 2015 is annexed hereto.

The works shall proceed as follows:

- 3.1.1 The Manager shall submit to the Lessees and the Landlord within 21 days hereof, a detailed specification of the Urgent Works for their approval or revision, such approval or revision not to be unreasonably withheld or made.
- 3.1.2 The Manager shall comply with all appropriate legislation and consult with the Lessees and the Landlord in accordance with section 20 of the Landlord and Tenant Act 1985 (and any regulations made thereunder) prior to commencing the Urgent Works.
- 3.1.3 The Manager shall notify the Lessees and the Landlord of a date on which she intends to commence the Urgent Works within 28 days of the end of the appropriate consultation period, such commencement date to be no later than nine months from the end of the appropriate consultation period.
- 3.1.4 The Manager shall undertake the Urgent Works in accordance with the specification approved or revised by the Lessees and the Landlord as

aforesaid in a tidy efficient and workmanlike manner and to the standard required by the leases of the Long Lease Flats;

- 3.1.5 From the date of commencement of the Urgent Works, the Manager shall at least every 14 days update the Lessees and the Landlord as to the progress of the Urgent Works;
- 3.1.6 Following receipt of such an update the Lessees and the Landlord shall be entitled to require access to the Property (on no fewer than 48 hours' notice) in order to conduct an inspection of the progress of the Urgent Works, which access the Manager shall facilitate.
- 3.1.7 The Manager shall notify the Lessees and the Landlord on conclusion of the Urgent Works. The Lessees and the Landlord shall be given necessary access to inspect the Urgent Works in order to approve the same. The Urgent Works shall only be considered complete on provision of signed approval from the Lessees and Landlord to that effect, such approval not to be unreasonably withheld or delayed.

3.2 Routine Maintenance:

- 3.2 The Manager shall:
 - 3.2.1. Inspect the property at not less than 4 monthly intervals, with 3 inspections per annum being included in the services under the basic fee at 4.1;
 - 3.2.2. deal with routine repair and maintenance issues and instruct contractors to attend and rectify problems;
 - 3.2.3. deal with all building maintenance relating to the services and structure of the building;

- 3.2.4. give consideration to works to be carried out to the Property in the interest of good estate management and making the appropriate recommendations to the landlord and the lessees;
- 3.2.5. set up a planned maintenance programme to allow for the periodic re-decorations of the exterior and interior common parts, such planned maintenance programme to be on a 3 year rolling basis, i.e. at the beginning of each year the Manager shall set up a revised plan covering the next 3 years.

D. FEES

- 4.1 The Manager shall be entitled to receive a management fee in the sum of £4,500 plus VAT per year.
- 4.2 Major works carried out to the Property (where it is necessary to prepare a specification of works, obtain competitive tenders, serve relevant notices on lessees informing them of the works and supervising the works) will be subject to a charge in respect of the professional fees of an architect, surveyor, or other appropriate person in the administration of a contract for such works. Such fees will be negotiated in accordance with current market rates and, if necessary, competitively tendered.
- 4.3 VAT to be payable on all the fees quoted above, where appropriate, at the rate prevailing on the date of invoicing.

E. COMPLAINTS PROCEDURE

- 5.1 The manager shall operate a complaints procedure in accordance with the requirements of the Royal Institution of Chartered Surveyors. Details of the procedure are available from the Manager on request.

**SCHEDULE OF ITEMS OF DISREPAIR REQUIRING ATTENTION
at No. 9, Highbury Grange, London, N5.**

Item No.	Particulars of item of disrepair constituting breach	Particulars of work necessary to remedy item of disrepair	Estimated cost of repair and timing.	Clause of lease relied upon.	CF Comments 14/10/15. (References to brackets refer to the photographs in Appendix D)
1	Chimney pots weathered and cracked.	Provide access to stack on party wall, inspect all pots serving this property. Replace any that are defective.	£1500 8 weeks	4 c(i)	It is unclear how the ownership of the pots is split between the two semi-detached houses. At least 2-3 pots are (integrating and mortar bedding is gone) cracked and showing a little fragmentation. (1 & 7)
2	Slate broken on south slope of roof.	Remove broken slate. Insert and fix new slate.	£50 4 weeks	4 c(i)	The broken slate remains. On the north slope another slate has been held, probably by a falling fragment from the chimney stack. (2 & 11).
3.	Area of asphalt severely eroded in apron in front of south window in roof.	Cut out eroded asphalt. Lay new asphalt fully bonded to existing.	£500 16 weeks	4 c(i)	This remains. In addition there is a small eroded section on the north side and a few small blisters by the parapet walls. (16, 10 & 8). Refer to my report for more commentary.
4	Render to parapet walls cracked at main roof level. Damp penetrating through wall to kitchen balcony. Vertical crack in parapet at south east corner. No horizontal dips under copings. Water leaking in above east window.	Hack off cracked render. Check condition of damp courses. Install new damp courses as necessary. Re-render on both sides using lime based material. Build in vertical movement joints. Replaster kitchen walls. Replace kitchen fittings.	£4,000 18 weeks	4 c(i)	The render finish on the parapets is now cracked on the internal face with some marked slight cracks through the render on the outer face. Mortar joints between coping stones are now eroded and eroded, with these and cracks becoming infilled with supporting concrete plant growth. There is dampness in the kitchen walls internally. (1, 4, 5, 6, 8, 9, 15, 16, 10 & 20). Refer to my report for more commentary.
5	Paint peeling off or missing from external joinery.	Level scaffolding. Clean down decorated surfaces. Cut out and replace	£7,000 16 weeks	4 c(i)	This remains the case though some redecoration has been completed at basement & ground floor

		decayed wood work and crushed purlins. Reducate with primer two undercuts and one top coat.			levels and perhaps some at that level on the front elevation only, where reached by ladders. (27, & 29). Refer to my report for more commentary.
6	Stone front entrance steps worn and sunk. Buddies growing at edges.	Provide alternative access for occupiers. Dismantle steps. Remove Buddies. Provide firm foundation and back for steps. Relay stone steps			The buddies have been removed but the entrance steps remain off level with mortar joint joints between tread/tiser stones cracked/open. The joints are allowing water ingress and are infested with & supporting ornamental plant weeds. (28).
7	Water leaking through roof of electrical meter room onto electrical switchgear serving all flats.	Remove existing covering to vault over meter room. Make good brickwork. Apply two coats of asphalt. Restore roof structure.	£5,000 16 weeks	4 c(1), (1)	The situation remains as previously described, (22, 23, 24 & 25).
8	Damp seeping through walls of electrical meter room.	Provide temporary supply to all flats. Dismantle all switchgear. Apply water proof render to walls and ceilings. Reinstall switchgear.	£3,000 13 weeks	4 c(1), (1)	The situation remains as previously described. (22, 23, 24 & 25).
9	Electrical meter room not secured	Remove existing door and frame. Install new door and frame with 2 lever mortice lock.	£400	4 c(1), (1)	The situation remains as previously described, (22, 23, 24 & 25).
10	Water dripping down pathway on south side of east basement flat and soaking into brickwork to east wall of bathroom.	Cut up pathway, install drain gully and connect to main system. Lower pathway and 150mm below internal floor level. Relay pathway with falls away from walls.	£3,000 8 weeks	4 c(1)	The situation remains as previously described, (31).
11	Water running off car park to rear and ponding against north wall and soaking into brickwork.	Take up surface adjacent to north wall. Install drainage gully. Connect to drainage system. Lay new concrete surface with falls to	£3,000 8 weeks	4 c(1)	The situation remains as previously described, (36).

		gully. Top surface of concrete to be at least 150mm below internal floor level.			
		In the event that the car park does not belong to the Lessor any remedial action would need the consent of the actual owner.			
12	Water discharging from north east corner of roof overhanging hopper head to down pipe in storm conditions	Form new head hopper head at roof level to catch all rainwater. Install 150mm diameter downpipe.	£2,000 8 weeks	4 c(i)	Despite the rain at the time of inspection being quite heavy, I could not see water discharging over the hopper. What I did see was the wall below dampened excessively in a few places from the hopper suggesting inappropriate discharge. (21 & 46).
13	Substantial trees in front garden causing boundary wall to lean towards public pathway.	Prune trees	£800 6 weeks	4 c(iv)	The tree in large area is beginning to make the new wall lean towards the public pavement. The brick part leans but was not viewed as unstable yet. (22, 24 & 27).
14	Front boundary wall in poor condition.	Repoint brickwork. Replace spalled bricks.	£1,000	4 b(iv)	Works done. (31).
15	Rubbish pile in front garden.	Construct suitable store suitable to take Local Authority wheeled container.	£2,000 16 weeks	4 c(ii)	No loose rubbish evident except within the store. It is unclear whether the current store is fixed to the side of Adam Dwyer's report. Either way, it appears inadequate for the level of occupancy of the building it serves the Applicant should clarify. (50).
16	East boundary wall between mixing flat 9b and Highbury Grove.	Construct brick boundary wall to match existing. Build original gate post. Extend fencing and gates up to No. 11 to control current trespassing.	£3,000 16 weeks	4 c(iv)	The Applicant should be asked to clarify whether this is stated, given that the front garden is used for off-street parking. (47).

17	Timber in fence around entrance to 9b decayed.	Replace with new fence.	£300 3 weeks	4 (c)(iv)	Loose remnant section fully propped against the boundary wall (27 & 18).
18	Decorations to communal hallway and stairs in poor condition. Paint build up on wood work. probably contains lead.	Strip off any paint containing lead. Redecorate all previously decorated areas.	£2,500 8 weeks	4 d(ii)	No change. The situation remains as previously described.
19	Windows to communal staircase require overhaul. Timber sash panelling and linings to revent.	Overhaul windows. Reinststate timber sash panelling and reveals.	£2,000 8 weeks	4 d(ii)	No change. The situation remains as previously described.
20	Floor coverings to communal hallway worn and dirty.	Take up existing coverings. Make good to any defective floor boards. Provide and lay new coverings.	£2,000 8 weeks	4 (c)(i)	I suspect that the carpet has been removed as it appeared in fair condition in my view though in need of vacuuming and perhaps steamcleaning.
21	Damp in structural walls to east basement flat.	Pinpoint occupiers' possessions. Replace defective plaster. Dry out walls. Check condition of damp proof course. Redecorate.	£2,000 10 weeks	4 (c)(i)	A matter for clarification from the surveyor acting for the Applicant residing in said flat.
22	Retaining wall to planting to south of flat 9b leaning northwards.	Take down and rebuild wall.	£2,000 10 weeks	4 c(iv)	No change. The situation remains as previously described. (19).
23	Soil vent pipe outside north east corner of 9b blocked.	Clear blockage. Repair downpipes. Make good any damage caused by leaks etc.	£1,500 6 weeks	4 c(ii)	A matter for clarification from the surveyor acting for the Applicant residing in flat 9b.

Notes on the above.

1. Any costings are indicative only. To obtain firm costs it will be necessary to compile a detailed specification for each item, and obtain competitive quotations from suitable contractors.
2. The costings given are builders' costs. To these figures it is necessary to add fees (at say 15%) and VAT (at 17.5%).
3. The costings assume that the works will be carried out as one contract by a locally based contractor of medium size.
4. The cost of scaffolding to the north and south elevations is included in the cost of redecoration.
5. The programme periods given above indicate the period normally needed to complete each item on its own from receipt of order.
6. If all the works were undertaken as one contract it is likely to take three months to complete a specification.

obtain tenders, and circulate notices to leaseholders. The works themselves are likely to take 3 months to complete from receipt of order.

A R Bover
NPS Building Consultancy

Appendix 1

- 1 **Appendix C of the expert witness report prepared by C Forster dated 27 May 2015 is varied** from the date of this order through the addition of the following items:
- 1.1 All additional works as are found to be necessary as a result of the Survey.
 - 1.2 The installation of new incoming Mains Electricity (3 phase 100amps) supply to the building to be in accordance with UK Power recommendations and a Ryefield Board be installed.
 - 1.3 The re-landscaping the front of the Property to accommodate incoming utility services, electricity supply etc. This will include removing the subterranean vault. This replaces items 7, 8 and 9 in Schedule 1 Appendix C of the 2015 Order.
 - 1.4 The provision of an East facing side perimeter boundary wall and retaining walls where necessary
 - 1.5 The provision of two gates posts and a copping stone to match original dimensions
 - 1.6 Provision of a double front gate which is integrated into the existing Front-Wall and gate post
 - 1.7 Provision of a new place for external bin storage to the front of the Property
 - 1.8 Provision for a discreet outside bike storage facility to the rear of the Property
 - 1.9 Lifting and relaying the stone front steps, with like for like materials used, treads removed, the supporting brickwork made stable, new treads inserted and replaced on a suitable damp-proof backing which deflects water away from the building – the correct design for which is available from No. 7 Highbury Grange.
 - 1.10 The provision of wrought iron hand railings on both sides of the entrance steps to the main building
 - 1.11 Renovation of pillars and capping stones to pillars on the boundary wall between the Property and 7 Highbury Grange.
 - 1.12 The provision of two gatepost pillars to match the existing example
 - 1.13 Provision of cast iron railings to the perimeter street wall
 - 1.14 Removal of soil down-pipe from north rear facing wall
 - 1.15 The Building to have uniform external decoration, and all exterior masonry paint to be lime-white.
 - 1.16 Provision of a replacement working lock to secure the mailbox and all residents to be supplied with keys

- 1.17 Provision and return the means of access to the rear of the Property as defined in the London Borough of Islington's Architect's schedule of works dated 6 March 1986.

Items to be removed from Appendix C

- 2 Para 19 of Appendix C is amended so the reference to Dado Panelling is removed.