

Decision by the Residential Property Tribunal Service on an application under Section 27A of the Landlord and Tenant Act 1985 (as amended).

Applicants: Sentinel Housing Group

Respondents: Mr T H Phillips (Flat 1) and others

Re: Flat Numbers 1, 5, 6 & 7 Elm Grove, Kingsclere, Newbury, RG20 5RD

Application Date: 14th November 2003

Hearing Date: 19th March 2004

Appearances: For Applicants:-
MR P Brownsea FRICS – Oakfern Housing
Mr K Jeffries 1 Eng ACI BSE – Oakfern Housing
Mr A Gregory MRICS MCIOB – Gregory Associates

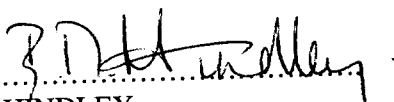
For Respondents:-
Mr T H Phillips (Flat 1)

Members of the Residential Property Tribunal Service:-
Mrs B.M Hindley LLB
Mr J.H.S Preston JP FRICS
MR P.D Turner-Powell FRICS

1. Sentinel Housing Group, in an application to the Tribunal dated 14th November 2003, requested consideration of the reasonableness of costs and work.
2. Mr Jeffries explained that after that part of a ceiling in a cupboard in Flat 1 had fallen down in July 2001, Gregory Associates had been appointed to carry out an investigation. Their inspections had revealed death watch beetle infestation of such severity that remedial work needed to be put in hand immediately and before the full extent of the problem present in the Grade 2 subject listed building, built in 1885, later extended and subsequently converted into nine flats, was known.
3. Accordingly, in December 2001, a contract was entered into with MITIE, Oakfern's partnering responsive repairs contractor, on the basis that required works would be charged at agreed scheduled rates.
4. The four leaseholders and five tenants were kept informed by letters dated 26th November 2001, the service of Section 20 notices in January 2002 and a public meeting in February 2002.
5. By March 2002 the works were practically completed.
6. A further public meeting took place in April 2002 to consider the final account and other issues.

7. Negotiations on the final account, which had not been rendered by the contractors on the agreed basis, continued and Gregory Associates and Oakfern agreed to appoint (and themselves pay) an independent quantity surveyor to resolve matters.
8. After a thorough investigation Mr Cobb FRICS concluded that the proper cost of the works was £9,922.65p exclusive of VAT and fees.
9. Gregory Associates considered that a number of items had been incorrectly included by Mr Cobb and excluding these reduced the total to £8,619.65p exclusive of VAT and fees.
10. However, to both calculations it was necessary to add a further £1,538.00p to cover the cost of preliminary work.
11. Ultimately it was agreed by all parties that a fair and reasonable cost for the execution of the required work was £10,266.33p, made up of £8,728.33p for the works and £1,538.00p for the preliminaries. With Oakfern themselves paying £308.88p to MITIE, the total cost to the leaseholders including other timber treatment, the reduced consultancy fees to Gregory Associates of £500 and the fees of a structural engineer was £11,914.65p exclusive of VAT £13,999.71p inclusive.
12. At the hearing Mr Phillips expressed concern at the apparent lack of supervision of some workmen during the course of the contract. He said that he had been dismayed at the length of time the work had taken since he had had to vacate his flat and his return had been further delayed by the collapse of his bedroom ceiling as a result of work in the flat above.
13. Whilst the Tribunal understood the concern expressed by Mr Phillips, they were satisfied from the evidence that the costs of £13,999.71p were reasonable and had been reasonably incurred, provided that the appropriate guarantees, mentioned at the hearing, were made available. Indeed, in the Tribunal's opinion the applicants had responded well to a difficult situation and both they and Gregory Associates had used their best endeavors to ensure that the final costs represented value to the leaseholders.

Dated: 13 April 2004


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B M HINDLEY
(Chairman)