

# Expert Witness Report

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## AND SCOTT SCHEDULE OF PROPOSED REINSTATEMENT WORKS

**1 Example Street, Example Town**

**Ref: 111111.**



**EXPERT WITNESS REPORT AND  
SCOTT SCHEDULE OF ROPOSED REINSTATEMENT  
WORKS**

**On behalf of XXXX**

**Re: XXXXX**

**Reference: 11111**

**Front of Property:**



**Report Prepared By: Robert J Armstrong, MRICS of Torus Surveyors Ltd.**

**Inspection Date: 14<sup>th</sup> Dec 2021**

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Appendix One - Scott Schedule

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## 2. Preliminaries

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### 2.1 The instructing Party

I am instructed as an Expert on behalf of xxxxx who are acting on behalf of the Claimant and Tenant.

### 2.2 Property Address

xxxxxx

### 2.3 Claimant(s)

xxxxx

### 2.4 Defendant

xxxxx

### 2.5 Type of Tenancy

Regulated by Section 11 of the Landlord and Tenant Act 1985 and Section 10 and Section 9A of the Landlord and Tenant Act

### 2.6 Length of Tenancy

To be advised.

### 2.7 Issues of Concern

#### a) Defective Roof / Leak

xxxxx advises there has been various active leaks within the property since 2020, various patch repairs have been undertaken. The most recent leak is ongoing and in the bedroom.

#### b) Bathroom

xxxxx advises that there is an ongoing leak from the roof above, this has resulted in the Landlord removing the ceiling in this area. Plastic sheeting has been used to replace the plasterboard.

#### c) Bedroom

xxxxx advises the windows and ceiling are defective, during my inspection I was told this related to all 3 bedrooms.

#### d) External

xxxxx advises that there is no lighting to the front and back of the property.

**Inspection undertaken by Robert J Armstrong, MRICS**

**Inspection Undertaken as a:**

We were instructed to undertake as a single Inspection.

**Weather at the time of inspection:**

Cold and dry, some recent snowfall disguised roof pitches.

**Duration for repairs:**

Circa two weeks, subject to materials and labour.

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### 3. Caveats and Limitations

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- a) This is not a full Building Survey.
- b) Floor voids were not inspected, a head and shoulders inspection was undertaken of the main loft, the outrigger loft could not be accessed. Services were only visually examined. The premises were furnished and fitted with floor coverings, and no assessments could be made to any elements which were covered, unexposed or inaccessible.
- c) Opinions as to dampness are based on a combination of visual inspection and electronic moisture meter readings. No destructive testing was carried out.
- d) At the time of our inspection, the property was furnished and occupied. Where parts of the property were covered, unexposed or inaccessible and close inspection was not possible we are unable to comment on the condition of such elements. It may be possible therefore that damage arising from woodworm infestation, wood rot and decay or vermin infestation etc. may be present without our knowledge that becomes apparent subsequent to this report.
- e) We have not carried out any specialist tests to determine whether any high alumina cement (HAC), calcium chloride, wood-wool slabs for permanent shuttering, calcium silicate bricks or fibrous asbestos materials were used in the original construction or any subsequent additions to the building, and as such, we are unable to report that the building is free from any hazard or hazards caused by these materials.
- f) In accordance with your instructions: we have not tested services or installations such as the drains, sewerage, water, electricity and gas or any heating, ventilation or fire/lighting systems and we are unable to express an opinion as to their suitability, condition, or installation without the benefit of specialist's advice.
- g) The premises were inspected so far as fittings, furnishings, floor coverings and stored materials or stock allowed, and no provision was made for the temporary removal of these items.
- h) We have not made any enquiries with any statutory authority but would point out that Building Regulations and other legislation often have a material effect on the way in which the building is used and upon the cost of consequential works.
- i) In accordance with our standard practice, we must state that this report is to be used by the party to whom it is addressed only, and no responsibility is accepted to any third party for the whole or any part of its contents.
- j) Neither the whole nor any of this report nor any reference thereto may be included in any document, statement or circular nor published in any way without our prior written approval as to the form and context in which it will appear.

k) The report shall not be regarded as a form of specification and further investigation and measurement will be required prior to the preparation of a specification and description of works.

**l) Estimated Costs:**

In the Schedule, estimated budget costs are included for each item. These costs are not based on a detailed specification or Bill of Quantities. They are all inclusive figures (including, where appropriate, for such thing as scaffolding, removal of waste, redecoration). They are exclusive of VAT and any fees associated with preparation of a specification or administration of a building contract. They assume the work will be carried out as a single contract by a local jobbing builder. In practice where an Institutional Landlord carries out repairs itself, costs are likely to be reduced from my estimates as such Landlords are able to obtain economies of scale.

**m) Lease Covenant:**

In the circumstances for the purpose of establishing disrepair, the statutory repairing covenants imputed to the agreement by s.11 Landlord and Tenant Act 1985 and s.10 and s.9A of the Landlord and Tenant Act as amended by the Homes (Fitness for Human Habitation) Act 2018 have been applied and are shown in full below. The tenancy may impose express repairing or decorating liabilities on either the Landlord or the tenant in areas which lie outside those covered by statute.

**n) Repairing Obligations in Short Term Leases:**

s.11 Landlord and Tenant Act 1985 and s.10 and s.9A of the Landlord and Tenant Act as amended by the Homes (Fitness for Human Habitation) Act 2018.

**o) Liability:**

This report has been prepared by Robert Armstrong, MRICS of Torus Surveyors Ltd merely in his capacity as an employee of Torus Surveyors Ltd. The report is the product of the Company, not of the Individual Surveyor. All of the statements and opinions contained in this report are expressed entirely on behalf of the Company, which accepts sole responsibility for these. For his or her part, the Individual Surveyor assumes no personal financial responsibility or liability in respect of the report and no reliance or inference to the contrary should be drawn.

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#### 4. Description of Building

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**a) Type of Property:**

Semi detached house.

**b) Construction:**

The property is a traditionally constructed house.

The walls brick and render faced cavity construction.

The main roofs are pitched and covered with single lap concrete tiles.

The windows are PVCu incorporating double glazing.

I would expect a house such as this to have a life expectancy of at least 75 years.

**c) Approximate year the property was built:**

Circa 1950

**d) The property benefits from the following services:**

Gas, Electric, Water, Drainage, Central Heating.

**e) Accommodation within the property briefly comprises of:**

Ground Floor: One open plan kitchen / living room, one reception room and one store room.

First Floor: Three bedrooms and one bathroom.

**Location and Other Comments:**

The property is located in a modern residential area approximately 1 mile from the center of

xxxxx

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## 5. Defective Roof

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### **Issues of Concern for this area:**

XXXXXX advises there are been various active leaks within the property since 2017, various patch repairs have been undertaken. The most recent leak is ongoing and in the bedroom.

### **Surveyor assessment of items of disrepair, assessment of works required and the cause of damage:**

The roof is of a dual pitch design, it is covered with single lap concrete interlocking tiles. Most of these tiles appear to be original. These are fixed over a secondary bitumen based waterproof barrier (underlay) and strips of wood battens.

These tiles are now quite old, they do show signs of some deterioration, a number of tiles have already been replaced. These tiles are normally marketed with a life expectancy of around 50 years. Their age would normally be suggesting they would be approaching the end of their useful life. It was noted that some of the neighboring houses, including number 30 xxxx had already had their roofs recovered.

The roof pitches are quite shallow by design, these were measured at approximately 20 degrees, the low pitch will increase the risk of driving rain and snow entering beneath especially during high winds. This makes the role of the underlay all the more important; this acts as a secondary defense against any penetrating water which will occasionally and inevitably occur. It is designed to catch this water and channel it down towards the eaves and guttering away from the dwelling.

There was noted to be an active leak over the bathroom, there were various other stains to ceilings to the first floor which were not damp, however the tenant has told me that these were past leaks that have been repaired by the landlord.

A large part of the issue with this roof appears to lie with the condition of the underlay as opposed to the tiles themselves. It is an old bitumen based underlay, very brittle and torn in a number of places. The tears to this underlay above the bathroom appear to be at least the partial cause of the leaks to this room, and I suspect that the various past leaks reported, and staining noted to other ceilings were caused by tears to this underlay.

It was noted that some of the tiles above the bathroom appeared to have been lifted and locally re-laid over a modern breathable underlay at some point in the past, however this has not completely solved the problem.

### **The works required to repair the disrepair issues are as follows:**

Unfortunately it is not possible effectively to provide a new underlay without also lifting all of the concrete tiles. Due to the age of these tiles new tiles should be provided at the same time.

### **Based on my inspection I believe:**

A valid claim exists under s.11 Landlord and Tenant Act 1985 and s.10 and s.9A of the Landlord and Tenant Act as amended by the Homes (Fitness for Human Habitation) Act 2018.

**Is there any potential for ACM?**

Yes, the bitumen underlay could contain asbestos.

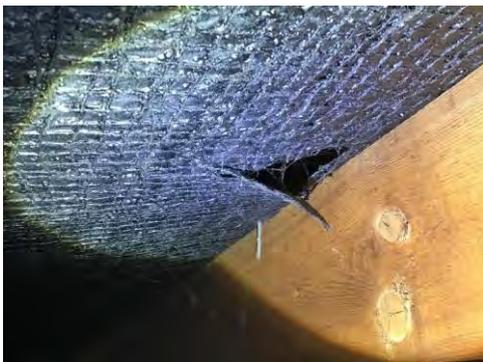
**Photos of Damaged Area:**



Front Roof Pitch



Rear Roof Pitch



Brittle, torn bitumen underlay



Bathroom ceiling has been removed due to leak; temporary plastic sheeting provided.



Water ponding to plastic sheeting to bathroom ceiling.



Torn underlay above bathroom



Various past stains to ceilings not damp.



Neighbouring house recovered.

**Costs Defective Roof:**

<b>Item:</b>	<b>Costs:</b>
Erect and dismantle independent scaffolding to front and rear walls	£1154
Strip existing pitched roof of coverings, battens and felt. Allow for temporary tarpaulins and keep building weatherproof during roofing works. Include lowering existing tiles/slates to ground and stacking	£861
Provide new profiled concrete tiles, including 19 x 50 mm impregnated battens and breathable felt	£2307
Provide new hip tiles.	£600
<b>Total:</b>	<b>£4,922</b>

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## 6. Room / Area: Bathroom- Leak

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### Description:

This is the front right hand side room

### Issues of Concern for this area:

XXXX advises that there is an ongoing leak from the roof above, this has resulted in the Landlord removing the ceiling in this area. Plastic sheeting has been used to replace the plasterboard.

### Surveyor assessment of items of disrepair, assessment of works required and the cause of damage:

There does appear to be an ongoing leak from the roof above. Plasterboard has been removed and temporary plastic sheeting provided. Please see section 5.

Once the roof is replaced, a new ceiling will need to be provided.

### The works required to repair the disrepair issues are as follows:

A new plasterboard ceiling needs to be provided with associated skimming and decoration.

### Based on my inspection I believe:

A valid claim exists under s.11 Landlord and Tenant Act 1985 and s.10 and s.9A of the Landlord and Tenant Act as amended by the Homes (Fitness for Human Habitation) Act 2018.

### Is there any potential for ACM?

No

### Photos of Damaged Area:



Temporary plastic sheeting used on ceiling

**Costs Bathroom:**

<b>Item:</b>	<b>Costs:</b>
Cut and fix plasterboard to ceiling with nails including scrimming joints.	£269.20
Apply first and second coat paint to ceilings.	£42.57
<b>Total:</b>	<b>£311.77</b>

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## 7. Room / Area: Bedroom – Defective Windows & Ceiling

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### **Description:**

I understand from the tenant that this relates to all three bedrooms.

### **Issues of Concern for this area:**

XXXX advises the windows and ceiling are defective

### **Surveyor assessment of items of disrepair, assessment of works required and the cause of damage:**

The rear right hand side bedroom window was poorly fitting and as a result could not be secured closed.

The rear left hand side bedroom window and one of the front bedroom windows were stiff to operate.

There has obviously been a leak to the rear right hand side bedroom ceiling. There is deteriorated loose plaster board in this room.

There is more minor past water damage to the ceiling in the rear left hand side bedroom, and front bedroom.

### **The works required to repair the disrepair issues are as follows:**

Three bedroom windows require adjustment.

Part of the ceiling to the rear right hand side bedroom requires replacement and redecoration.

Parts of the ceilings to the other two bedrooms just require redecoration.

### **Based on my inspection I believe:**

A valid claim exists under s.11 Landlord and Tenant Act 1985 and s.10 and s.9A of the Landlord and Tenant Act as amended by the Homes (Fitness for Human Habitation) Act 2018.

### **Is there any potential for ACM?**

Yes, the textured bedroom ceilings could contain some asbestos.

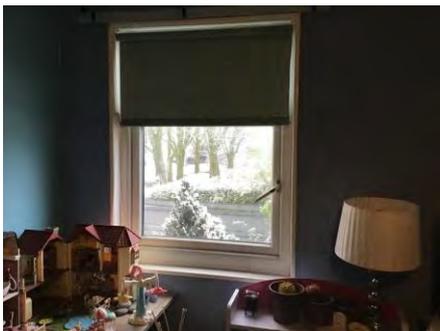
**Photos of Damaged Area:**



Window to rear right hand side bedroom cannot be closed.



Rear right hand side bedroom window catches at base, preventing closing.



Window to rear left hand side bedroom, stiff to operate.



Rear right hand side bedroom ceiling, past water damage, replastering works required.



More minor damage to other ceilings, does not necessitate replastering, only redecoration.

**Costs Windows and Ceilings:**

<b>Item:</b>	<b>Costs:</b>
Hack down plasterboard ceiling to 2m2 of rear right hand side bedroom ceiling. Cut and fix plasterboard to ceiling with nails including scrimming joints	£317.61
Decorate new plaster and patch up old damp stains.	£53.22
Take off and adjust three casement window as necessary for window to close properly and securely without any excessive gaps around the frame.	£247.04
<b>Total:</b>	<b>£617.87</b>

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## 8. External / No Lighting to Front & Back of Property

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### Issues of Concern for this area:

I understand there is no lighting to the front or back of the property.

### Surveyor assessment of items of disrepair, assessment of works required and the cause of damage:

I can confirm that there is no lighting to the front or back of the property.

### The works required to repair the disrepair issues are as follows:

None, in my opinion this cannot be classified as statutory disrepair.

### Based on my inspection I believe:

No valid claim exists under s.11 Landlord and Tenant Act 1985 and s.10 and s.9A of the Landlord and Tenant Act as amended by the Homes (Fitness for Human Habitation) Act 2018.

### Is there any potential for ACM?

### Photos of Damaged Area:



No external lighting to rear of property.

### Costs Room:

Item:	Costs:
<b>Total:</b>	

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## 9. Summary, Writer and Qualifications, RICS Declaration and Statement of Truth

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There are numerous complaints within the property, however these can be separated into two main areas. I consider a valid claim under Section 11 of the Landlord and Tenant Act 1985 and Section 10 and Section 9A of the Landlord and Tenant Act, as amended by the Homes (Fitness for Human Habitation) Act 2018 exist in these two areas:

1. Roof: The roof is old, the condition of the underlay in particular, is causing leaks to occasionally occur to the first-floor ceilings. This has necessitated the removal of the bathroom ceiling. The roof needs to be stripped and renewed with the provision of a new breathable underlay. Some replastering and redecoration work then need to be undertaken to first floor ceiling.
2. Windows. Some of the windows are poorly fitting, this is not uncommon in modern timber frame houses where the structural timber frame settles at a different rate to the tile cladding and as a result windows can sometimes start to stick. The landlord appears to have failed in there repairing obligations with regards to adjusting and repairing some of these. As a result, the tenant has been subjected to excessive heat loss and lack of security.

**Total cost of all identified work: £5,851.64**

## The Writer and Qualification

The report was prepared by:

Robert Armstrong, BSc. (Hons) MRICS who is Chartered Surveyor, he is the owner / director of Torus Surveyors Ltd who specialise in appraising residential property, he has previously worked in the same capacity for Legal and General and LSL property services PLC. He has experience of completing Expert Witness Reports, common defects in domestic dwellings, and costing repairs. He has experience overseeing the renovation of tenanted properties including the provision of adequate ventilation.

## RICS Declaration

1. I confirm that my report has drawn attention to all material facts which are relevant and have affected my professional opinion.
2. I confirm that I understand and have complied with my duty to the court as an expert witness which overrides any duty to those instructing or paying me, that I have given my evidence impartially and objectively, and that I will continue to comply with that duty as required.
3. I confirm that I am not instructed under any conditional or other success-based fee arrangement.
4. I confirm that I have no conflicts of interest.
5. I confirm that my report complies with the requirements of RICS – Royal Institution of Chartered Surveyors, as set down in the RICS practice statement Surveyors acting as expert witnesses.

## Statement of Truth

I am aware of the requirements of CPR Part 35, its practice direction, and the Protocol for Instruction of Experts to give Evidence in Civil Claims. I understand that my overriding duty to the court is to be honest and impartial, I have complied with that duty.

I confirm that I have made clear which facts and matters referred to in this report are within my own knowledge and which are not. Those that are within my own knowledge I confirm to be true. The opinions I have expressed represent my true and complete professional opinions on the matters to which they refer.

I understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.



Signed: .....

Robert Armstrong, MRICS

Date: 14<sup>th</sup> December 2021

## Appendix One - Scott Schedule

Claimant: xxxxxx

Address: xxxxx

Area Name	Issues of Concern for this area	Assessment of Items of Disrepair	Assessment of Repair Works Required	Cost of Repair	Defendants Comments	Defendants Estimate of Costs	Section and Act Breached
<b>Defective Roof</b>	xxxxx advises there has been various active leaks within the property since 2020, various patch repairs have been undertaken. The most recent leak is ongoing and in the bathroom.	<p>The roof tiles are now quite old. These tiles are normally marketed with a life expectancy of around 50 years. The age would normally be suggesting they would be approaching the end of their useful life.</p> <p>The roof pitches are also quite shallow by design. This makes the role of the underlay all the more important; this acts as a secondary defence against any penetrating water which will occasionally and inevitably occur. The underlay is in a particularly poor condition and requires replacement.</p>	Unfortunately, it is not possible effectively to provide a new underlay without also lifting all of the concrete tiles. Due to the age of these tiles new tiles should be provided at the same time.	£4922			<p>A valid claim exists under Section 9a of the Landlord &amp; Tenant Act 1985 (as amended by the Homes (Fitness for Human Habitation) Act 2018)</p> <p>A valid claim exists under Section 11 of the Landlord &amp; Tenant Act 1985 (as amended by the Homes (Fitness for Human Habitation) Act 2018)</p>

Area Name	Issues of Concern for this area	Assessment of Items of Disrepair	Assessment of Repair Works Required	Cost of Repair	Defendants Comments	Defendants Estimate of Costs	Section and Act Breached
<b>Bathroom</b>	xxxxx advises that there is an ongoing leak from the roof above, this has resulted in the Landlord removing the ceiling in this area. Plastic sheeting has been used to replace the plasterboard.	<p>There does appear to be an ongoing leak from the roof above. Plasterboard has been removed and temporary plastic sheeting provided. Please see section 5.</p> <p>Once the roof is replaced, a new ceiling will need to be provided.</p>	A new plasterboard ceiling needs to be provided with associated skimming and decoration.	£311.77			<p>A valid claim exists under Section 9a of the Landlord &amp; Tenant Act 1985 (as amended by the Homes (Fitness for Human Habitation) Act 2018)</p> <p>A valid claim exists under Section 11 of the Landlord &amp; Tenant Act 1985 (as amended by the Homes (Fitness for Human Habitation) Act 2018)</p>

Area Name	Issues of Concern for this area	Assessment of Items of Disrepair	Assessment of Repair Works Required	Cost of Repair	Defendants Comments	Defendants Estimate of Costs	Section and Act Breached
<b>Bedrooms defective windows and ceilings.</b>	xxxxx advises the windows and ceilings are defective in bedrooms	<p>The rear right hand side bedroom window was poorly fitting and as a result could not be secured closed.</p> <p>The rear left hand side bedroom window and one of the front bedroom windows were stiff to operate.</p> <p>There has obviously been a leak to the rear right hand side bedroom ceiling. There is deteriorated loose plaster board in this room.</p> <p>There is more minor past water damage to the ceiling in the rear left hand side bedroom, and front bedroom.</p>	<p>Three-bedroom windows require adjustment.</p> <p>Part of the ceiling to the rear right hand side bedroom requires replacement and redecoration.</p> <p>Parts of the ceilings to the other two bedrooms just require redecoration.</p>	£617.87			<p>A valid claim exists under Section 9a of the Landlord &amp; Tenant Act 1985 (as amended by the Homes (Fitness for Human Habitation) Act 2018)</p> <p>A valid claim exists under Section 11 of the Landlord &amp; Tenant Act 1985 (as amended by the Homes (Fitness for Human Habitation) Act 2018)</p>

Area Name	Issues of Concern for this area	Assessment of Items of Disrepair	Assessment of Repair Works Required	Cost of Repair	Defendants Comments	Defendants Estimate of Costs	Section and Act Breached
<b>External</b>	The tenant advises there is no lighting to front and rear of the property.	I can confirm that there is no lighting to the front or back of the property.	None, in my opinion this cannot be classified as statutory disrepair.				No valid claim exists under Section 9a of the Landlord & Tenant Act 1985 (as amended by the Homes (Fitness for Human Habitation) Act 2018) A valid claim exists under Section 11 of the Landlord & Tenant Act 1985 (as amended by the Homes (Fitness for Human Habitation) Act 2018)
<b>Total Excluding VAT</b>				£5851.64			
<b>VAT</b>				£1,170.33			
<b>Total Including VAT</b>				<b>£7021.97</b>			