

# RESIDENTIAL BUILDING SURVEY

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXX

London

XXXXXX



FOR

XXXXXXXXXXXXXXXXXXXX

Prepared by:

XXXXXXXXXXXXXXXXXXXX

INDEPENDENT CHARTERED SURVEYORS



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## **EXECUTIVE SUMMARY**

Summaries are not ideal as they try to précis often quite complex subjects into a few paragraphs. This is particularly so in a summary about someone's future home when we are trying to second-guess what their priorities are, so it is important the Report is read in full.

It is inevitable with a report on a building of this nature that some of the issues we have focussed in on you may dismiss as irrelevant and some of the areas that we have decided are part of the 'character' of this property you may think are very important. We have taken in the region of xxx photographs during the course of this survey and many pages of notes, so if an issue has not been discussed that you are interested in/concerned about, please phone and talk to us before you purchase the property (or indeed commit to purchasing the property), as we will more than likely have noted it and be able to comment upon it. If we have not we will happily go back.

We have divided the Executive Summary into 'The Good', 'The Bad' and 'The Ugly', to help distinguish what in our mind are the main issues.

Once you have read the report we would recommend that you revisit the property to review your thoughts on the building in light of the comments we have made in this survey.

### **The Good**

*Survey reports often are full of only the faults and general 'doom and gloom', so we thought we would start with some positive comments on the property!*

- 1.0) A fairly spacious two bedroom apartment.
- 2.0) Well-presented gardens to the front and rear with some mature trees (you have your own part of the garden although not secluded).

We are sure you can think of other things to add to this list.

## The Bad

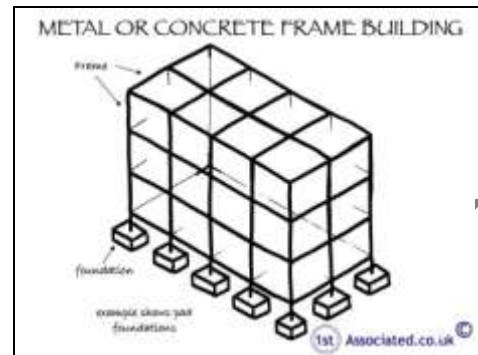
*Problems / issues raised in the 'bad' section are usually solvable, but often need negotiation upon. However, a large number of them may sometimes put us off the property.*

### **1.0) Concrete frame building/structure**

This building is likely to be built on a structural frame which gives structural support although the property does look like it is traditionally built.

There are many elements that are not visible in this type of structure and the only way to truly establish if the structure is working is to have the structure opened up to look at key points such as joints, junctions and base plates to the ground floor and fixings to the walls, floors and roofs etc. We have not carried this out but have carried out a visual inspection and used indicating signs to report upon these factors.

Please see the Walls Section of this Report.



Concrete frame



Structural frame

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## 2.0) Potential for dampness

### Sloping site

Whilst the property does not look like it sits on much of a slope, we would term this as sitting on a sloping site from side to side and from some extent from front to back as well and because of this rainwater and ground water need to travel from the top of the garden to the bottom with the building in the way. Sloping sites are not as good as level sites and buildings on them are integrally unstable. You need to understand this is a characteristic of any building sitting on a sloping site.



Sloping site



Sloping site

Whilst we did not obtain high damp meter readings at the time of our survey we do believe there is a potential for dampness in the property particularly to the rear where the ground level has risen above the damp proof course and in some cases almost to the airbricks.



Rainwater hits the ground and bounces back onto the wall



Darkening of bricks to rear



High ground level to rear

## **Known about problem**

We can see that to the front of the property they have put a pea shingle drain. We also refer to these as a French drain when they are dug out properly and also have a perforated drainage pipe in the base (see sketch).



Pea shingle to front

## **ACTION REQUIRED:**

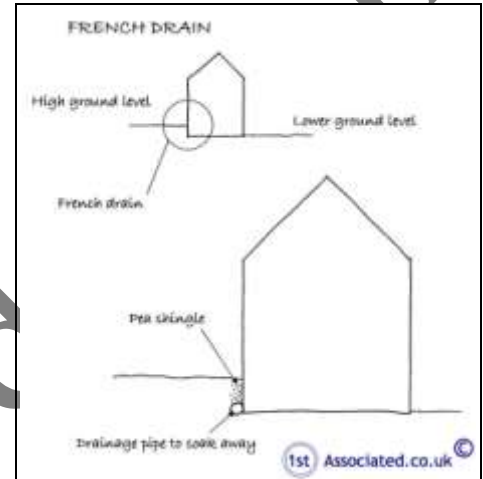
### **Rear**

We would recommend reducing the ground level to the rear and adding a French drain.

### **Front**

To the front there looks to have been a French drain partly added; we would recommend that this work is reinstated.

**ANTICIPATED COST:** In the region of £2,000 - £3,000 (two-three thousand pounds), these costs should be shared costs.



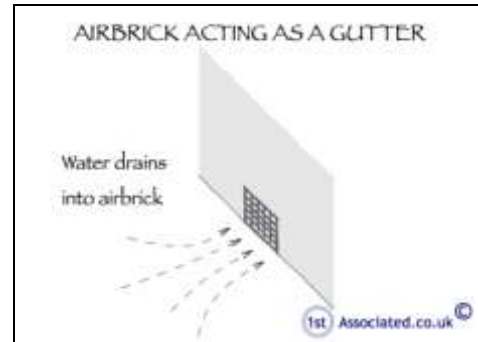
French drain

Please see the Damp Proof Course Section of this Report and our Article in the Appendices.

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### 3.0) Airbricks acting as gutters

The property has a suspended floor which needs an airflow underneath it. The airbricks which should ventilate the floor unfortunately are so low they are acting as gutters.



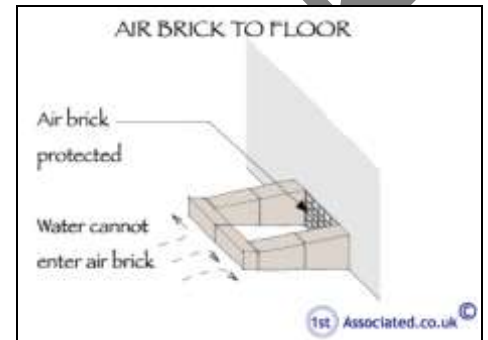
Airbrick acts as gutter



Airbrick acting as gutter



Airbrick almost covered in earth and acting as a gutter



Protect airbrick

**ACTION REQUIRED:** Reduce the ground level as much as possible. If for any reason this cannot be done we would recommend the airbricks are protected as shown in our sketch.

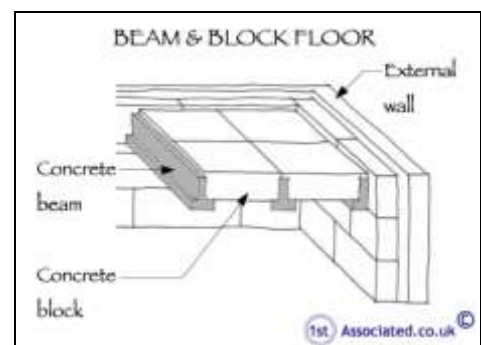
Please see the Airbricks Section of this Report.

### 4.0) What are the floors made out of?

During the course of the survey we discussed what the floors are made out of. We believe they are probably made out of a concrete beam and block construction, possibly with a sprung floor over the top.

Sprung/floating floor defined

This is a floor on top of a floor often used to lower noise transfer and also 'soften' the floor.



Beam and block floor

**We cannot confirm what the construction is**

If you recall we tried to take a section of the carpet up to confirm what the floor construction is however were unable to see the floor to confirm this.

We could see airbricks to the front and the rear of the property indicating that an airflow had been required underneath the building which often relates to a suspended floor, however the spring/deflection in the floor particularly that we saw at first floor level does denote that it may be a timber sprung floor.



Unable to view floors

We spoke to xxxx the maintenance man who advised that he had not opened up the ground floor but he had opened up the ceilings and from what he explained found a concrete beam and block type construction (although he was not able to identify them as this).

### **Deflection at first floor**

If you recall when we went to the first floor we discussed the noise issues, one of the main reasons for this was the slight deflection to the floor.

**ACTION REQUIRED:** There is very little that can be done to this without major work. You need to accept this as part of the character of the building and be happy to live with it.

Please see the Floors Section of this Report.

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## 5.0) Signs of movement under rear bedroom window

We noticed a small movement to the rear wall. This may have been due to leaks where the drains run parallel to the rear wall. When we lifted the drains one of the manholes had a small amount of tree root in it.

**ACTION REQUIRED:** The building is probably insured on a block insurance. We do not expect what we have seen to be a major problem. The only way to be one hundred percent safe is if the existing owners take out an insurance claim, advising that the cracking has been noted by a structural surveyor (this should cost them nothing other than time to write the letter). This usually means that the insurance company will carry out a monitoring exercise (the Building Research Establishment recommend monitoring any cracks for a minimum of one year) to establish if there is any progressive movement. Your future liability will be limited to the cost of the excess on the insurance providing the insurance company is happy for you to take over the insurance claim.

Your solicitor needs to ensure this is a legally watertight process and ensure your liability is limited to paying the excess on the insurance only.



Movement in rear window



Roots in rear left manhole

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## 6.0) Trees

There are mature trees both to the front and rear of the property. We spoke to the owners about this who advised that they were regularly maintained (which is exactly what you want) and it was all part of the service charge. They had last been trimmed about four months ago.



View from balcony



Tree to rear



Trees viewed from kitchen window

### Tree damage to garden walls

We can certainly see there has been damage to various garden walls surrounding the property so the trees need to be regularly maintained.

**ACTION REQUIRED:** Your legal advisor to check and confirm that the trees will be regularly maintained as part of the garden service charge.



Tree damaged nearby wall

Please see the Trees Section of this Report.

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## 7.0) Pigeons

There appears to be a pigeon problem to the building with pigeon netting and also the anti-landing spikes. We specifically asked the owner about pigeons (if you recall) and she advised that there had not been any pigeon problems for a while.



Pigeon netting to property above.

**ACTION REQUIRED:** You can spend all day and every day trying to get rid of pigeons. We believe you need to accept this is a characteristic of this property and be happy to live with it.



Pigeon spikes front right  
Aerial view -360 photo

## 8.0) Not safety glass to communal area door

We cannot see a British standard safety kite mark on the glazed doors in the communal/shared area and we therefore assume that this glass is not safety glass therefore it can shatter. We would recommend changing the glass to safety glass.



Non-safety glass

**ACTION REQUIRED:** As this is a communal area you need to double check with the management company that they have ensured that all of the doors have safety glass.

**ANTICIPATED COST:** This will be a shared cost if they do discover them to not be safety glass.

## 9.0) Does the Property have an Active and Interested Management Company?

From our discussions when we spoke to xxxx the maintenance man during the course of the survey and also to the management company, they seemed to know the building reasonably well from the brief discussions we had. Many of the problems caused with multi-occupied properties is that there is no one person of the shared owners/occupiers who takes responsibility for shared issues. The usual way to do this is to set up a Management Company between the occupiers and they would look at things such as fire alarm systems, general maintenance etc. Good management can often make or break a property.

**ACTION REQUIRED:** Establish who is running the occupiers/owners Management Company and have a meeting with them ideally before you commit to purchase the property.

## 10.0) Services

### 10.1) Dated electrics

The electrics are dated.

**ACTION REQUIRED:** We recommend an Institution of Engineering and Technology (IET) test and report to be carried out by an NICEIC registered and approved electrical contractor or equivalent.

**ANTICIPATED COST:** £250 - £500 (two hundred and fifty pounds to five hundred pounds) plus any work recommended; please obtain quotations.

Please see the Services Section of this Report.



Dated electrics

## **The Ugly**

*We normally put here things that we feel will be difficult to resolve and will need serious consideration.*

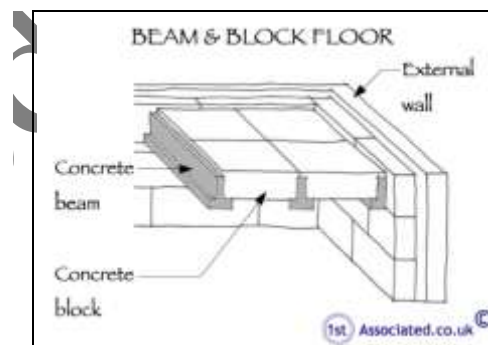
### **Will you be able to hear the noise from your neighbours?**

During the course of the survey we did not hear any noise being transferred from your neighbours either on the ground floor or the first floor; however we are concerned that this type of construction may lead to problems. Noise transfer can be twofold:

- 1) Structure borne sound
- 2) Airborne sound

#### **Structure borne sound**

This relates to noise that vibrates through the structure. When we inspected upstairs (if you recall you were with us) we were shown in the front lounge which is directly over downstairs front lounge how the floor reverberated (deflects) when it is walked on. We have not seen the floor construction however from talking to xxxxx the maintenance manager it would seem there is a concrete beam and block floor or similar. Unfortunately if these are deflecting/vibrating there is very little that can be done without major works.



Beam and block floor

#### **Airborne sound**

This is where noise transfers by way of speech, playing radio, TV, etc. We did note some airborne sound when we were in the stair/landing area. We did not notice any when we were actually in the apartment.



## Concerns with this age, type and style of building

Our concern with this age, type and style of building is that:

- 1) The construction will not have considered noise transferred by adding insulation and if you are particularly concerned about noise then this could be a problem.
- 2) We believe there will be some structure borne sound. From what we understand the ground floor neighbour had complained to the first floor neighbour about the noise.

**ACTION REQUIRED:** We spoke about various quick fixes. To be honest there is not really a quick fix. We spoke about asking upstairs to re-lay their carpet and add an extra thick underlayer to help reduce noise. We do not believe this will get rid of the noise if the noise is as bad as we think, particularly bearing in mind what the two neighbours said with regard to noise transfer.

Without carrying out acoustic measurements, etc the best and quickest way would be, we believe, to revisit and speak to both the ground floor and the first floor neighbours again and ask them just how bad the noise is. As you know the owners of the property when we spoke to them did not advise us of any problems in relation to noise.

We believe it is very important this is sorted out to your satisfaction before you move into the property as we feel it would be very irritating to be living in a property with noise, particularly after you have lived in a property like you are living in at the moment.

## Other Items

Moving on to more general information.

### Living in Multi-Occupied Leasehold/Shared Freehold Properties

This is more a statement of information. There can be problems living in multi occupied properties with anything from noisy neighbours to non-contribution to the 'planned maintenance/sinking fund'. The property is Leasehold/Shared Freehold, which is very different to having a Freehold property, where you can almost literally do as you like (within the scope of the Law!).

Please see the attachment in the Appendices at the end of this Report.

### Sinking Fund / Saving Fund / Planned Maintenance - Future Work

With properties such as this there should be a planned maintenance program. We would expect this to be looking at and considering any anticipated works and associated costs at least ten years in advance.

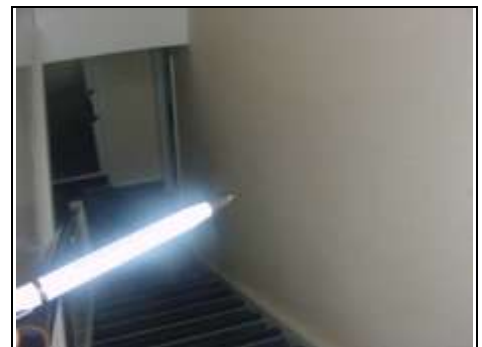
Planned Maintenance/Sinking Fund defined:

Planned maintenance/Sinking Fund refers to a regular amount of money that is given by each of the owners towards an agreed list of maintenance work to keep the property in good order. We find in some buildings an informal agreement takes place, in others a formal agreement.

**ACTION REQUIRED:** Your Legal Advisor to confirm future planned maintenance costs and expenditure ideally for ten years.

### Communal Areas

The communal areas were slightly below standard with slightly above average marking on the walls. We generally prefer where there is some sort of protection on the walls; even a handrail will tend to help the walls last better.



Marks to walls

## Reactive / Day-to-Day Maintenance and Cyclical Maintenance

By reactive / day-to-day maintenance we mean work of a more immediate nature, such as repairs to leaking showers or blocked drains or entry door systems. By cyclical maintenance we mean maintenance carried out on a regular basis such as to the fire alarm system and the garden maintenance.

Dependent upon the terms of your lease/shared freehold agreement some of this may come under your responsibility but be managed for you and re-charged back to you by the Management Company.

**ACTION REQUIRED:** As you are aware, we spoke to xxxxx the maintenance man during the course of the survey; you need to check and confirm how and when you can use him. Typically there is a Service Charge for day-to-day maintenance / reactive maintenance and also cyclical maintenance. Your Legal Advisor to confirm costs.

### Services

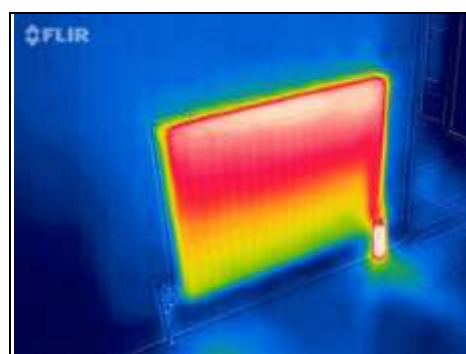
Whilst we have carried out a visual inspection only of the services within the property we would always recommend you have your own specific testing for each of the services. We also need to advise you of the following:

### Electrics

The Institution of Engineering and Technology (IET) recommend a test and report whenever a property changes occupancy. This should be carried out by an NICEIC registered and approved electrical contractor or equivalent.

### Heating

The heating was turned on during the course of the survey and we had it turned up higher. We would however recommend that the system be tested and overhauled before exchange of contracts and that a regular maintenance contract is placed with an approved heating engineer, unless the existing owner can provide service records.



Thermal image photo of radiator

### Drainage

Whilst we have lifted the manhole covers to the front and rear the only true way to find out the condition of the drains is to have a closed circuit TV camera report to establish the condition of the drains. In this age of property there have often been leaks over the years.



**ACTION REQUIRED:** Your legal advisor to check if the property management company has information relating to the drains.

### **Water Supply**

There is danger in older properties of having a lead water supply; we would recommend that you speak to the water company to ask them if they have carried out such replacement, as you will be re-piping much of the water used in the building it gives an ideal opportunity to also check for any remaining lead pipes.

**ACTION REQUIRED – SERVICES:** We would reiterate that we recommend with regard to all services that you have an independent check by a specialist contractor.

### **DIY/Handyman Type Work**

In this section we would normally comment upon smaller/less skilled jobs that you can carry out by yourself or get a handyman in to do, however under a normal lease/shared freehold (assuming a full repairing and insuring lease/shared freehold) these type of jobs are typically the responsibility of the Landlord (albeit that they usually recharge it to you) with usually only the internal of the property being your responsibility.

### **Purchase Price**

We have not been asked to comment upon the purchase price in this instance, we have however referred you to sources of general information on the housing market within the Information on the Property Market Section, which can be found in the Appendices at the end of the Report.

## **Every Business Transaction has a Risk**

Every business transaction has a risk, only you can assess whether that risk is acceptable to you and your circumstances. You should now read the main body of the Report paying particular attention to any “**ACTION REQUIRED**” points.

## **Estimates of Building Costs**

Where we have offered an estimate of building costs please remember we are not experts in this area. We always recommend you obtain quotations for the large jobs before purchasing the property (preferably three quotes). The cost of building work has many variables such as the cost of labour. For unskilled labour we currently use between £75 and £125 (seventy five pounds and one hundred and twenty five pounds) per day (the higher costs in the city areas) and for tradesmen we use between £100 and £200 (one hundred pounds and two hundred pounds) per day for an accredited, qualified, skilled tradesman. Other variations include the quality of materials used and how the work is carried out, for example off ladders or from scaffold.

If you obtain builders estimates that vary widely, we would advise the work is probably difficult or open to various interpretations and we would recommend a specification is prepared. It would probably be best to supervise the work if it is complex, both of which we can do if so required.

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## **LIMITATIONS**

Our limitations are as the agreed Terms and Conditions of Engagement.

## **CONDITIONS OF ENGAGEMENT**

The report has been prepared in accordance with our Conditions of Engagement dated xxxxxxxxxxxx and should be regarded as a comment on the overall condition of the property and the quality of its structure and not as an inventory of every single defect. It relates to those parts of the property that were reasonably and safely accessible at the time of the inspection, but you should be aware that defects can subsequently develop particularly if you do not follow the recommendations.

## **ENGLISH LAW**

We would remind you that this report should not be published or reproduced in any way without the surveyor's expressed permission and is governed by English Law and any dispute arising there from shall be adjudicated upon only by the English Courts.

## **SOLE USE**

This report is for the sole use of the named Client and is confidential to the Client and his professional advisors. Any other persons rely on the Report at their own risk.

## **APPROVALS/GUARANTEES**

Where work has been carried out to the property in the past, the surveyor cannot guarantee that this work has been carried out in accordance with manufacturers' recommendations, British/European Standards and Codes of Practice, Agreement Certificates and statutory regulations.

## **ONLY HUMAN!**

Although we are pointing out the obvious, our Surveyors obviously can't see through walls, floors, heavy furniture, fixed kitchen units etc. they have therefore made their best assumptions in these areas.

As this is a one off inspection, we cannot guarantee that there are no other defects than those mentioned in the report and also that defects can subsequently develop.

## **LAYOUT PLAN**

We have used the estate agents floor plan as a guide to the layout of the building. We have not checked it for scale and accuracy.

## **WEATHER**

It was mild at the time of the inspection. The weather did not hamper the survey.

In recent times our weather seems to be moving towards the extremities from its usual relatively mid range. Extremes of weather can affect the property.

## **NOT LOCAL**

It should be noted the surveyors may not be local to this area and are carrying out the work without the benefits of local knowledge on such things as soil conditions, aeroplane flight paths, and common defects in materials used in the area etc.

## **OCCUPIED PROPERTY**

The property was occupied at the time of our survey, which meant that there were various difficulties when carrying out the survey such as stored items within cupboards, the loft space and obviously day-to-day household goods throughout the property. We have, however, done our best to work around these.

## **JAPANESE KNOTWEED**

We have not inspected for Japanese Knotweed. We would advise that we are finding that some mortgage valuation surveyors are setting valuations at zero on any property with Japanese Knotweed and are reluctant to lend where it is present.

**ACTION REQUIRED:** You need to carry out your own investigations on this matter before you commit to purchase the property and be aware that it could be in neighbouring properties which you do not have direct control over.

## **INSPECTION LIMITED**

Unfortunately in this instance our inspection has been limited as:

- 1) We did not view the roof structure as the access hatch was locked.
- 2) We did not open up the walls as we could not see a way of doing this without causing damage.
- 3) The cupboards prohibited our view of some walls as they were lined.
- 4) We did not open up the ground floor as we could not see a way to do it without causing damage.
- 5) We did not have access to the adjoining apartment.
- 6) We thank you for taking the time to meet us during the survey.



Roof access locked shut



Cupboards lined so unable to view walls

## **BUILDING INSURANCE**

We do not advise with regard to building insurance. You need to make your own enquiries. Some areas may have a premium, some buildings may have a premium and some insurers may be unwilling to insure at all in certain areas. You need to make your own enquires prior to committing to purchase the property. Please be aware the fact a building is currently insured does not mean it can be re insured.

We would comment that non-insurability of a building we feel will affect value. It is therefore essential to make your own enquiries with regard to insurance before committing to purchase the property and incurring fees.

**ACTION REQUIRED:** You need to contact an insurance company today to make enquiries with regard to insurance on this property.

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# APPENDICES

1. General Information on Living in Leasehold/Shared Freehold Properties.
2. The Electrical Regulations – Part P of the Building Regulations
3. Information on the Property Market

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# **GENERAL INFORMATION ON LIVING IN LEASEHOLD / SHARED FREEHOLD PROPERTIES**

## **Living in Multi Occupied Properties**

These generally divide into freehold properties and leasehold or shared freehold, the latter two are where you have a share of the whole of the property and responsibilities in relation to the whole of the property. The following explains this further:

### **1. Leases come with responsibilities**

As a leasehold/shared freehold flat owner, you usually own and are responsible for the maintenance of everything within its four walls, including floorboards and plasterwork, but not usually the external or structural walls.

### **2. Who is the landlord?**

The landlord, who can be a person, a company, a local authority or a housing association, owns the structure and common parts of the building and the land it stands on and is responsible for its maintenance. However it may be recharged to yourself or the responsibility passed to you.

### **3. Owning a shared freehold / leasehold**

It is becoming quite common for the leaseholders/shared freeholders to own the freehold of the building through a residents' management company, effectively becoming their own landlord.

### **4. Within most leases you have a contractual responsibility to maintain and repair the property**

A lease/shared freeholder agreement is a contract between the leaseholder/shared freeholder and the landlord, giving conditional ownership for a fixed period of time. It is the key to all the responsibilities and obligations of both the leaseholder/shared freeholder and the landlord and should spell out what you can expect from the landlord in terms of services.



## 5. **No two leases are the same; read the lease**

No two leases/shared freehold agreements are the same, so it is essential you read yours carefully to find out exactly what your rights and responsibilities are. Get advice if unsure about any legal language.

Your contractual rights laid out in the lease/shared freehold agreement normally entitle you to expect the landlord to maintain and repair the building and manage the common parts such as grounds, staircases and hallways.

## 6. **Generally requirements internally**

You will be required to keep the inside of the flat in good order, to behave in a neighbourly manner, to pay a share of the costs of maintaining and running the building and not to do certain things, such as sub-let, without the landlord's consent.

## 7. **Leasehold is a tenancy**

Because leasehold/shared freehold is a tenancy, it is subject to the payment of a rent – which may be nominal. Ground rent is a specific requirement of the lease/shared freehold and must be paid on the due date.

## 8. **Services charges**

Service charges are payable by the leaseholder/shared freeholder to the landlord for all the services they provide, including maintenance and repairs, insurance of the building and, in some cases, provision of central heating, lifts, lighting and cleaning of common areas etc. Service charges usually also include the costs of management, either by the landlord or by a professional managing agent.

## 9. **What the landlord can and cannot charge you for**

Details of what can and cannot be charged by the landlord and the proportion of the charge to be paid by the individual leaseholder/shared freeholder are all set out in the lease/shared freehold agreement. So do read it very carefully.

All maintenance costs are met by the leaseholders/shared freeholders and landlords normally make no financial contribution. Service charges can vary from year to year and can go up and down with no limit other than that they are “reasonable”.

## 10. **Collection of service charges in advance**

Most modern leases/shared freehold agreements allow for the landlord to collect service charges in advance, repaying any surplus or collecting any shortfall at the end of the year.

## 11. **Landlords insurance**

The lease/shared freehold agreement normally obliges the landlord to take out insurance for the building and common parts and gives them the right to recover the cost of the premium through service charges. The policy doesn't usually cover the possessions of individual leaseholders/shared freeholders.

## 12. **Maintenance fund / Planned maintenance / Sinking fund**

Many leases/shared freehold agreements provide for the landlord to collect sums in advance to create a reserve fund, ensuring that enough money is available for future scheduled major works such as external decoration. The lease/shared freehold agreement will set out the sums involved and when regular maintenance works are due.

## 13. **Leasehold valuation tribunals**

Leaseholders/shared freeholders have powerful rights to challenge service charges they feel are unreasonable at Leasehold Valuation Tribunals (LVTs), which provide a relatively informal way to resolve residential leasehold/shared freehold disputes.

Application to LVTs can be made under many different laws and on many subjects. LVTs can determine, among other things, the reasonableness of a service charge and whether it is payable and disputes relating to insurance.

Lease publishes useful leaflets, which are downloadable from its website, on LVTs.

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#### 14. **Self manage or management company**

Some landlords carry out the management of the property themselves but others may appoint a managing agent to manage and maintain the building on behalf of the landlord, in accordance with the terms of lease/shared freehold agreement, current relevant legislation and codes of practice.

The agent takes instruction from the landlord, not the leaseholders/shared freeholders, but should be constantly aware of the leaseholders'/shared freeholders' wishes and requirements. The agent will receive a fee which is usually paid by leaseholders/shared freeholders as part of the service charges.

#### 15. **Regulation of managing agents**

There is no statutory regulation of managing agents. Traditionally the management of property was with chartered surveyors and they have to agree to abide by the RICS (Royal Institution of Chartered Surveyors) rules and regulations as well as pass appropriate exams and qualifications; visit [rics.org.uk](http://rics.org.uk). Also, more recently other bodies such as ARMA, the Association of Residential Managing Agents; see [arma.org.uk](http://arma.org.uk).

#### 16. **Landlord v Leaseholder**

If there is a problem with management services, the leaseholder's/shared freeholder's argument is not with the agent but with the landlord, who has ultimate responsibility for the full and proper management of the property.

Leaseholders/shared freeholders with such complaints are advised to discuss their situation with other leaseholders before contacting their landlord. In extreme cases where the landlord will not meet his obligations to maintain the buildings and communal areas in accordance with the lease/shared freehold agreement, it may be necessary to take action through the county court. Lease can give in-depth advice on such a course of action.

## 17. **Right to manage option (RTM)**

Leaseholders / shared freeholders also have an option to carry out the management themselves particularly if they think the landlords are not managing the property well.

Since September 2003, flat owners in England and Wales have been able to exercise the Right to Manage (RTM) and take over the management of their building without having to prove any fault on the part of their landlord.

RTM, part of a package of reforms stemming from the Commonhold and Leasehold Reform Act 2002, empowers leaseholders/shared freeholders to take control of the running of their building without having to stump up large sums of money to buy the freehold. They also gain better control over insurance costs and the level at which service charges are set.

Exercising this right is a relatively simple process. A formal notice is served on the landlord by an RTM company which has been set up by a sufficient number of qualifying tenants – leaseholders/shared freeholders whose lease/shared freehold agreement was originally granted for a term of more than 21 years.

But don't think of RTM as easy DIY management and a way of getting rid of all managing costs. Managing a building involves running a complex business and complying with a raft of legislation and there will always be managing costs. Lease advises leaseholders/shared freeholders exercising this right to appoint a professional to manage their block.

If you do have serious problems and disagreements whether you are a tenant, landlord, shared freeholder or leaseholder we would recommend you contact a solicitor that specialises in property or a chartered surveyors who has relevant experience.

## **THE ELECTRICAL REGULATIONS** **PART P OF THE BUILDING REGULATIONS**

Here is our quick guide to the Regulations, but please take further advice from a qualified and experienced electrician.

From 1st January 2005, people carrying out electrical work in homes and gardens in England and Wales must follow new rules in the building regulations. All significant electrical work carried out in the home will have to be undertaken by a registered installer or be approved and certified by the local authority's building control department. Failure to do so will be a legal offence and could result in a fine. Non-certified work could also put your household insurance policy at risk.

If you can't provide evidence that any electrical installation work complies with the new regulations, you could have problems when it comes to selling the property.

There will be two ways in which to prove compliance:

1. A certificate showing the work has been done by a Government-approved electrical installer - NICEIC Electrical Contractor or equivalent trades body.
2. A certificate from the local authority saying that the installation has approval under the building regulations.

Homeowners will still be able to do some minor electrical jobs themselves. To help you, we've put together this brief list of dos and don'ts.

### **Work You Cannot do Yourself**

- Complete new or rewiring jobs.
- Fuse box changes.
- Adding lighting points to an existing circuit in a 'special location' like the kitchen, bathroom or garden.
- Installing electrical earth connections to pipework and metalwork.
- Adding a new circuit.

## **INFORMATION ON THE PROPERTY MARKET**

We used to include within our reports articles on the property market that we thought would be of interest and informative to you, however we were concerned that in some cases these did not offer the latest information. We have therefore decided to recommend various websites to you, however it is important to realise the vested interest the parties may have and the limits to the information.

[www.landreg.org.uk](http://www.landreg.org.uk)

This records the ownership of interests in registered land in England and Wales and issues a residential property price report quarterly, which is free of charge. The Land Registry is a Government body and records all transactions as far as we are aware, although critics of it would argue that the information is often many months out of date.

[www.rics.org.uk](http://www.rics.org.uk)

The Royal Institution of Chartered Surveyors offer quarterly reports via their members. Although this has been criticised as being subjective and also limited, historically their predictions have been found to be reasonably accurate.

[www.halifax.co.uk](http://www.halifax.co.uk) and [www.nationwide.co.uk](http://www.nationwide.co.uk)

Surveys have been carried out by these two companies, one now a bank and the other a building society, for many years. Information from these surveys is often carried in the national press. It should be remembered that the surveys only relate to mortgaged properties, of which it is generally considered represents only 75% of the market. It should also be remembered that the national coverage of the two companies differs and that they may be offering various incentives on different mortgages, which may taint the quality of information offered. That said they do try to adjust for this, the success or otherwise of this is hard to establish.

[www.hometrack.co.uk](http://www.hometrack.co.uk)

This gives information with regard to house sale and purchase prices.

[www.motleyfool.co.uk](http://www.motleyfool.co.uk)

We also like the Motley Fool website which is a general financial site and although it is selling financial services and other services they do tend to give a very readable view of the housing market.

[www.rightmove.co.uk](http://www.rightmove.co.uk)

This is probably the largest Internet search engine for estate agency sales and also has useful information with regard to prices of property (but it is not the same as having a chartered surveyor value it).

[www.zoopla.co.uk](http://www.zoopla.co.uk)

This is a good website for seeing the prices of properties for sale in a certain postcode area.

IstAAssociated.co.uk