

**RESIDENTIAL PROPERTY TRIBUNAL SERVICE
SOUTHERN RENT ASSESSMENT PANEL
LEASEHOLD VALUATION TRIBUNAL**



Landlord and Tenant Act 1985 (as amended)

Section 27 A - Application for a determination of liability to pay service charges and

Section 20ZA - Application for dispensation from consultation requirements

DECISION AND REASONS

Case Number: CHI/00HG/LSC/2010/0035

Property: 5a Pasley Street Plymouth Devon PL2 1DP

Applicant : Ben Phillips

Respondent : Plymouth Community Homes Ltd

Date of Application: 16th March 2010 (s.27)
21st June 2010 (s 20ZA)

Date of Hearing and inspection: 15th June 2010

Date of Determination of s. 20ZA application 27th July 2010

Appearances Ben Phillips (the Applicant)
Jayne Clemens (Bond Pearce Solicitors) for the Respondent
Frank Corbridge (Senior Leasehold Officer)
Colin Frass (Programme Manager for External Works (Plymouth Community Homes Ltd)

Tribunal Members: Cindy A. Rai LLB Solicitor (Chairman)
Michael C. Woodrow MRICS Chartered Surveyor (Valuer Member)
Donald Agnew BA LLB LLM Solicitor (Lawyer Member)

Date of Decision: 25th August 2010

Decision

1. The Tribunal finds that the Respondent has not fully complied with the consultation requirements of section 20 of the Landlord and Tenant Act 1985 ("the Act") and the Service Charges (Consultation Requirements) (England) Regulations 2003 ("the Regulations") where relevant costs incurred (by the Landlord) would result in the contribution of any tenant being more than £250. Therefore it determines that the maximum amount which the Landlord can recover from the Applicant for the costs of roof works and the administration and supervision of the contract charged to the Applicant in the year 2009 would be £250.
2. The Tribunal rejects the application of Plymouth Community Homes Ltd for dispensation from the consultation requirements of section 20 of the Act and the Regulations in respect of the replacement of the roof.
3. Even if the consultation requirements had been fully complied with the Tribunal is not satisfied that the Applicant was liable under his lease to pay for the replacement of the roof. The lease does not enable the landlord to recover the costs of improvements as opposed to repairs from the tenant. No satisfactory evidence was supplied by the Landlord that the roof was in a sufficient state of disrepair to justify the complete replacement of the roof.
4. The Tribunal therefore determines that the Respondent is not entitled to recover any part of the costs it has incurred in replacing the roof of the Property from the Applicant.
5. The reasons for the Tribunal's decision in respect of both applications are set out below.

Background

6. By an application dated the 16th March 2010 Ben Phillips applied to the Tribunal to determine the reasonableness of two elements of the service charge for the year 2009 relating to 5A Pasley Street Plymouth ("the Property") being the costs of the roof works at £3,116.88 and the associated administration and supervision costs of £467.53 plus VAT of £70.13 and the Applicant's liability to pay these costs.
7. Directions were issued by John McAllister a member of the Southern Leasehold Valuation Tribunal on the 20th March 2010.

8. Prior to the Hearing the Tribunal inspected the exterior of the Property. The Applicant was present together with Jayne Clemens (Bond Pearce) solicitor and representative for the Respondent Plymouth Community Homes Ltd (PCH), together with Frank Corbridge and Colin Frass, both employees of PCH.
9. Flat 5a Pasley Street is situate in an L shaped block containing eighteen flats, the longer wing of which runs parallel to Pasley Street. Flat 5a is one of the two top floor flats in the smaller wing which contains six flats. A communal yard and drying area is located at the rear of the flats and shared by all tenants. It was possible to look at the front and rear of the block including the roof slopes from the pavements and roads.
10. The appearance of the roof is consistent with it having been recently replaced with artificial slates and it appears to be in good condition.

The Issues

11. This application has been made because the Ben Phillips does not consider that he was properly consulted by the Landlord before the roof of the Property was replaced. Furthermore he questions whether the consultation letters which the Plymouth Community Homes (PCH) or their predecessors Plymouth City Council ("PCC") sent to him were sent to him at the correct address and properly served.
12. If PCH demonstrate that the consultation requirements imposed under the Act and the Regulations were complied with it considers that it is entitled to recover an appropriate share from Ben Phillips in respect of the costs of the roof replacement as charged to the Applicant's service charge account. The Tribunal therefore needs to assess whether the evidence demonstrates that the consultation requirements have been complied with.
13. If these requirements have been complied with a further issue must be considered in that the Lease of the Property dated 16th January 1984 (the Lease) the benefit of which is now vested in Ben Phillips, as tenant, contains covenants on the part of the landlord "to maintain the Premises and all parts thereof and all fixtures and fittings therein and all additions thereto in a good and tenable state of repair decoration and condition" [Para 3 of the Fifth Schedule]. This obligation would not enable the Landlord to replace the roof unless it could be demonstrated that the roof was beyond economic repair.

14. Following the conclusion of the hearing the Tribunal asked the Respondent whether, if it were to determine that the consultation requirements had not been complied with, it wished to make an application for dispensation with the requirements under section 20ZA of the Act. Directions were issued for such an application to be made within 7 days and for the Applicant to respond to any application made within a further 7 days.

The Applicant's case

15. Ben Phillips has never lived at the Property. He was until recently a joint owner with his brother Luke but by the date of the hearing he told the Tribunal that he was the sole owner. His brother currently lives in the Property. Ben Phillips contends that he advised his landlord that any correspondence from it relating to the Property should be sent to him at his home address. He accepts that his brother contacted PCC by telephone to advise them that he had moved back into the Property and that correspondence for his brother should be sent there but that this call was made to the Council Tax Department and in any event his brother was not speaking on his behalf. The consultation notices should have been served on him as a joint tenant at his home address for them to have been properly served. His case is that until he received a statement chasing the outstanding payment and subsequently obtained a copy of the payment demand from the Landlord for the sum of £3,654.54 he was unaware that the works had been carried out or that he would have to contribute towards the cost of the new roof.
16. Had he been consulted before the work was carried out he says that he would have obtained other quotations for the cost of replacement and asked for evidence that the roof of the Property needed replacement. He believes that he has been prejudiced by not having an opportunity to do this.
17. His concern as to the amount he was being asked to pay led him to obtain a quotation from DFR roofing a copy of which was attached to his written statement. This was for a much lesser amount than he has been asked to pay however he has since had cause to question the basis of this quotation and at the hearing he conceded that it was not comparable to the costs charged by his landlord because it related to the replacement of only part and not the whole of the roof.
18. He does not know why the whole roof of the entire building was replaced as he was unaware of any disrepair of the roof. The roof of his Property did not

leak. The Landlord's log of complaints about the Property does not disclose that there was a problem with the condition of the roof.

19. Ben Phillips is also unhappy about the amount of the administration charges itemised on the invoice for the service charge, which he suggests are excessive and unreasonable.

The Respondent's case

20. The Pasley Street block formed part of housing stock originally belonging to and administered by PCC but which has recently been transferred to PCH. PCH has access to all the original records and the staff who had previously worked for PCC were also transferred to PCH. The Respondent's case is that it has properly consulted with the Applicant over a period of approximately four years. Copies of the letters which it describes as consultation letters have been provided within its hearing bundle (and are annexed to this decision) all of which were sent to the Applicant at the Property.
21. Three consultation letters were specifically referred to by the Respondent and these are dated 22nd June 2006 (the First Consultation Letter) 21st March 2007 (the Second Consultation Letter) and 28th April 2009 (the Third Consultation Letter). Only the Third Consultation Letter is a copy of a letter addressed to the Applicant and his brother at the Property. Each letter was apparently only sent to the Property. The First Consultation Letter was a general letter sent to all of its leaseholder tenants, numbering approximately 1500, and referred to the intention to enter into a Qualifying Long Term Agreement ("QLTA") for works including roof works. The Second Consultation Letter refers to the receipt of tenders and to an exercise undertaken by the Respondent to select two of the tenders submitted to it. Details of tenders from two contractors for "roof replacement works" were given. This notice included the following statement: "Please note the above will only affect you if your property is programmed for roof renewal during the next 3 years according to our records.....A final decision of whether to proceed with roof work to individual blocks of flats will be taken at the survey stage and depending on condition, a decision to defer to a later date may be taken". The Third Consultation Letter was a specific letter regarding the proposed replacement of the roof of the Pasley Street flats.

22. PCH do not dispute that none of the letters were sent to Ben Phillips at his home address. The Respondent's case is that all the consultation letters were sent to the Property and that this was entirely appropriate and that furthermore it has no obligation to send such letters to more than one address. It had received a request from Luke Phillips by telephone for all correspondence to be sent to the Property. Mr Corbridge considered that it could be assumed that one leaseholder would speak on behalf of all leaseholders and it was the Landlord's "policy" only to have one address recorded for correspondence no matter whether there were joint lessees. In response to a question from the Tribunal he stated that this was the case even where a husband and wife who were separated or divorced were joint lessees.
23. Mr Frass explained how the decision to replace the roof of the Property was taken. He said that the Landlord's policy was to replace roofs before significant problems arose. With their large housing stock PCH had to have a planned programme of renewal. Experience had shown it that it was ultimately more expensive to postpone replacement of roofs until they fell into acute disrepair. When they were carrying out work to renew the roof of a neighbouring property their contactors had noticed some slipped slates at the Property. The contractors had noticed this from the vantage point of the roof of that neighbouring property. PCH did not carry out a detailed or close inspection of the roof at the Property at the time and there are no written notes of these observations. He also said that whilst they were carrying out works to the neighbouring property some of the tenants of the Property (most of whom are weekly tenants under Assured tenancies) had enquired when they were going to get a new roof. He said no detailed survey had been carried out but he thought that his assistant and the contractor would have visited the Property to assess the condition of the existing roof before work commenced.

Determination

24. The Tribunal finds that the consultation procedure set out in the Act and the Regulations has not been complied with. The first Consultation Letter is not compliant with the consultation requirements for the following reasons.
- 24.1. It purports to be a notice consulting with the tenants prior to entering into a QLTA defined within section 20(2) of the Act. The required consultation process is set out in Schedule 1 of the Regulations.

Notice in writing must be given to each tenant. The Tribunal is not satisfied that the notice was addressed separately to both Ben and Luke Phillips.

- 24.2. More importantly, however, the landlord's reasons for considering it necessary to enter into such an agreement should be stated. This was not done.
 - 24.3. If the relevant matters consist of or include qualifying works the landlords reasons for finding it necessary to carry out the works should be stated. This was not done.
 - 24.4. Although the tenant was invited to make observations, the address to where these should be sent should have been specified together with the date by which these observations must be received. The letter simply refers to a period of 30 days from when it was dated, which may not have been the date upon which it was received.
25. The Tribunal finds that the Second Consultation Letter is not compliant for the following reasons:-
- 25.1. Paragraph 5(1) of part 1 of schedule 1 of the Regulations requires (inter alia) the landlord to prepare at least two proposals in respect of the relevant matters. Although the names of the selected tenderers was given, their addresses were not.
 - 25.2. Where the Landlord subsequently enters into an agreement with a party, the Landlord is under an obligation to notify each tenant within 21 days of the agreement if (which was the case here) the Landlord does not select the lowest estimate.
26. The Third Consultation Letter which specifically refers to the renewal of the Pasley Street Roof is not compliant as no reasons were given by the Landlord as to why it considered it necessary to carry out the proposed works (which is one of the several requirements set out in relation to qualifying works in paragraph 8 of Schedule 4 of the Regulations).
27. The Tribunal also finds that the section 20 notice should have been sent to Ben Phillips at his home address in addition to just being sent to him jointly with his brother at the Property. In the Tribunal's opinion, the Landlord must ensure that each tenant is served properly and that serving notices at the Property alone was not sufficient as far as Ben Phillips was concerned in this

case. The Respondent had been given Ben Phillips's address. It was not right for them to assume that Luke was speaking on behalf of his co-tenant when he advised PCC of his own change of address. It is not sufficient in this Tribunal's view for the Landlord to retain a record of only one address for joint tenants especially where the important correct service of formal notices is concerned. The Third Consultation Letter was the first actual indication that roof works were definitely intended to be carried out to the Applicant's Property since the Second Consultation Letter suggests that the quotations annexed were not relevant to a tenant unless his property "was scheduled for roof repair within the next three years". It is not clear how a tenant would know that this was the case.

28. The Tribunal therefore determines that if the lease enables the Respondent to replace the roof and recover the costs of so doing from the Applicant that recovery, subject to any dispensation that the Tribunal may be prepared to give the Respondent under Section 20ZA of the Act, is limited to £250 in respect of both the costs of replacing the roof and its administration charges.
29. Had the Tribunal found that the consultation requirements had been correctly complied with it would still have wanted to see evidence from the Respondent that it was entitled to recover the costs of the replacement of the roof rather than just the costs of repairs under the terms of the Applicant's lease. As set out in paragraph 13 above there is nothing in the lease which indicates that the landlord is obliged or entitled to do more than maintain the Property in a good and tenantable state of repair decoration and condition. The Respondent's solicitor was invited to address the Tribunal on the issue as to whether the works carried out were properly to be regarded as repairs rather than an improvement but did not. The Tribunal finds although the actual costs of the work carried out was reasonable it does not accept that the Respondent was entitled to carry out the work that it did and recharge the tenant for it. No evidence was supplied either in the statement of case or verbally at the hearing of any disrepair to the roof which would have rendered replacement of the roof reasonable. There is no record of leaks or water ingress or relevant complaints from the tenants generally. The Tribunal considers that the recorded "disrepair issues" could have been remedied by spot repairs. It is considered that a properly maintained natural slate roof should not normally need replacement until it has lasted for a much longer period than the roof that was replaced. No actual evidence of disrepair

justifying replacement has been supplied or is apparently available. On the evidence of PCH the replacement was carried out on the basis of "visual surveys" only and on an expectation that other problems might exist. For this reason the Tribunal considers that even £250 might be more than would be reasonable for the spot repairs to be carried out to re-hang any slipped slates. It is not possible for the Tribunal to determine a reasonable amount without adequate evidence as to the actual state and condition of the old roof. Therefore in the absence of any evidence of the actual disrepair to the roof, and the cost of remedying such disrepair, the Tribunal finds that the Applicant is not liable to make any contribution towards the cost of replacing the roof.

30. Following the hearing the Respondent made an application under 20ZA of the Act for dispensation with the Consultation Requirements. Its reasons for seeking dispensation were:

30.1. that the first consultation letter was sent to the Property at a time when Ben Phillips's registered address was at the Property, yet he made no observations in response thereto

30.2. that he had a second opportunity to make observations after the Second Consultation Letter was sent to the Property but did not do so

30.3. the cheapest of the two estimates referred to in the Second Consultation Letter was subsequently selected

30.4. that any alleged lack of consultation has not prejudiced the Applicant

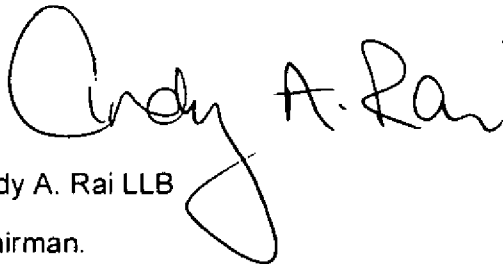
30.5. that the absence of any description in the Third Consultation Letter is a minor breach

30.6. that it has given sufficient reasons for the work being carried out in the First Consultation Letter

31. The Tribunal does not agree with this argument. Ben Phillips would have been entitled to assume (had he seen the first two consultation letters) that neither necessarily implied that works would be carried out to the Property. Only the Third Consultation Letter referred to the actual works and no reason was given as to why the works were required.

32. Ben Phillips in his response to the PCH application states that he considers that he has been "significantly prejudiced" by the lack of consultation. Had he been aware that it was intended to replace the roof of the Property he would have asked why this was considered necessary and would have disputed it.

33. The Tribunal, having had the opportunity of hearing Ben Phillips give evidence accept what he says in this regard as correct. The Tribunal therefore does consider that he has been prejudiced by the Third Consultation Letter not having been sent to him at his home address.
34. Furthermore, there were several defects in the Section 20 procedure as set out in paragraphs 24-27 above. PCH as the Respondent is a substantial landlord who should be fully cognisant of the legislation and how to comply with its requirements. The Tribunal has been unable to find any good reason why the Section 20 procedure should not have been strictly complied with in this case and finds therefore that it is not reasonable to dispense with any of the requirements. In view of the Tribunal's findings, however, as to the liability of the Applicant for the costs of replacement of the roof the finding of the Tribunal under Section 20ZA is largely superfluous.



Cindy A. Rai LLB
Chairman.

Fax: (01752) 307091
Tel: (01752) 307063
www.plymouth.gov.uk

Your Ref:

My Ref:

When writing or calling please ask for: -
Team Leader Programmed Maintenance

Date: 22nd June 2006

Dear

PRIOR TO PAINTING & EXTERNAL DECORATION

I wrote to you in January 2006, notifying you that we intended to go out to tender for the above works under European Union procurement rules which prevented you from nominating a contractor.

I am now writing to advise you that we will not be tendering under European Union procurement conditions and according to the Commonhold & Leaseholder Reform Act 2002 you are invited to submit any written observations within 30 days of this letter, this can include nominating a contractor to undertake this work.

Any contractors nominated under these regulations will be subject to qualification under Plymouth City Council Corporate Procurement Procedures.

ROOF CONTRACT

I am also taking this opportunity to notify you of our intention to go out to tender for the above roof contract and associated works that will include roof replacements, chimney renewal, external wall refurbishments (where necessary), fascia, soffits and rainwater goods renewal. These works will only be undertaken where a site survey has identified roof replacement is necessary.

Under the Commonhold & Leaseholder Reform Act 2002 you are invited to submit any written observations within 30 days of this letter, this can include nominating a contractor to undertake this work,

Any contractors nominated under these regulations will be subject to qualification under Plymouth City Council Corporate Procurement Procedures.

Yours faithfully

Karl Donegan

Karl Donegan
Contract Surveyor

Clive Turner – Director of Community Services



ASSET AND CAPITAL PROGRAMMES TE
Community Services Directorate

Plymouth City Council
Plymouth
PL1 2AA

Tel: 01752 307062
Fax: 01752 307091
Email:
www.plymouth.gov.uk

When calling or telephoning please ask for: Mr Frass

My Ref: CF-6/3/539

Date: 21st March 2007

Dear Leaseholder

THE RENEWAL OF ROOF COVERINGS AND ASSOCIATED MISCELLANEOUS WORKS

A letter was sent to you on 22nd June 2006 informing you of Plymouth City Council's intentions to go out to tender for the above works.

I am now writing to inform you of the next procedure as laid down in the Commonhold and leasehold Reform Act 2002. In accordance with the act I attach details of tenders received from Contractors for the above works.

Also included is a summary of responses to observations made to us from Leaseholders in connection to the letter we sent on 22nd June 2006.

The details of the tenders can be inspected by prior appointment at Windsor House, Tavistock Road, Plymouth asking for Mr Frass (Tel: 307062).

You are invited to submit any written observations within 30 days of this letter.

Yours faithfully

Cl. Frass

Colin Frass
Contract & Disrepair Manager



**ASSET AND CAPITAL PROGRAMMES TEAM**

Community Services Directorate

Plymouth City Council
Plymouth
PL1 2AA

Tel: 01752 307062

Fax: 01752 307091

Email:

www.plymouth.gov.uk

When calling or telephoning please ask for: Mr Frass

My Ref: CF-6/3/539

Date: 21st March 2007

Dear Leaseholder

THE RENEWAL OF ROOF COVERINGS AND ASSOCIATED MISCELLANEOUS WORKS**Tender A**

Contractor's Name	Stay Dry Roofing
Description of works	The renewal of roof coverings and associated miscellaneous works.
Duration of Contract	The agreement period will be one year and may be extended by two further periods of 12 months up to a maximum contract period of three years in total. The rates in the contract will be fixed for the first twelve months; thereafter the rates will be adjusted in accordance with the Price Adjustment Formula for Construction Contracts, Monthly bulletin of indices, (formerly NEDO), as issued by the Department of Trade and Industry.

Leaseholders contribution

The contribution amount will depend on the extent of the works carried out on the leasehold property and communal areas affecting that property. This will be identified at the survey stage of the contract and can vary according to the lease conditions. Each leaseholder will be sent an estimate and given details of the works once a survey has been carried out. The average cost of roof renewal to leaseholders is £2,336 but this will obviously reflect on the amount of works that are actually carried out to the property. For example the cost would increase if chimney repairs are necessary.

Please note the above will only affect you if your property is programmed for roof renewal during the next 3 years according to our records. Plymouth City Council has a legal obligation to notify all leaseholders of its intentions even though this work may not affect you. A final decision of whether to proceed with roof work to individual blocks of flats will be taken at the survey stage and depending on condition, a decision to defer to a later date may be taken.

Yours faithfully

*Cl. Frass*Colin Frass
Contract & Disrepair Manager

**ASSET AND CAPITAL PROGRAMMES TEAM**

Community Services Directorate

Plymouth City Council
Plymouth
PL1 2AATel: 01752 307062
Fax: 01752 307091
Email:
www.plymouth.gov.uk

When calling or telephoning please ask for: Mr Frass

My Ref: CF-6/3/539

Date: 21st March 2007

Dear Leaseholder

THE RENEWAL OF ROOF COVERINGS AND ASSOCIATED MISCELLANEOUS WORKS**Tender B**

Contractor's Name	Ryearch Limited
Description of works	The renewal of roof coverings and associated miscellaneous works.
Duration of Contract	The agreement period will be one year and may be extended by two further periods of 12 months up to a maximum contract period of three years in total. The rates in the contract will be fixed for the first twelve months; thereafter the rates will be adjusted in accordance with the Price Adjustment Formula for Construction Contracts, Monthly bulletin of indices, (formerly NEDO), as issued by the Department of Trade and Industry.

Leaseholders contribution

The contribution amount will depend on the extent of the works carried out on the leasehold property and communal areas affecting that property. This will be identified at the survey stage of the contract and can vary according to the lease conditions. Each leaseholder will be sent an estimate and given details of the works once a survey has been carried out. The average cost of roof renewal to leaseholders is £2,427 but this will obviously reflect on the amount of works that are actually carried out to the property. For example the cost would increase if chimney repairs are necessary.

Please note the above will only affect you if your property is programmed for roof renewal during the next 3 years according to our records. Plymouth City Council has a legal obligation to notify all leaseholders of its intentions even though this work may not affect you. A final decision of whether to proceed with roof work to individual blocks of flats will be taken at the survey stage and depending on condition, a decision to defer to a later date may be taken.

Yours faithfully
*Cl. Frass*Colin Frass
Contract & Disrepair Manager

The Renewal of Roof Coverings and Associated Miscellaneous Works

LEASEHOLDERS OBSERVATIONS AND RESPONSES PROVIDED

Q = Question

R = Response

1. **Q** Concerns over the cost of scaffold rental when not in use
 R Advised that the contract only allows payment for areas of scaffold once only with no charge for rental.
2. **Q** Works recently carried out under the SRB (Single Regeneration Budget), expressed dissatisfaction with the standard of finish.
 R Advised of the cycle of programmed maintenance and of passing items of dissatisfaction to the relevant supervisor.
3. **Q** Request that the Council will manage all the contracted works.
 R Advised that the Council will manage and consult with leaseholders at all stages of the contract.
4. **Q** Request for dates of proposed works
 R Advised of the approximate dates for the works, and that confirmation of inclusion in phase of the contract would be received in advance of any works.
5. **Q** Recent painting to fascias and soffits charged now being over clad in PVCu, requested rebate on painting works.
 R Advised to contact leasehold coordinator, name and telephone number given in response.
6. **Q** Ongoing dispute over lease and liability for roof
 A Advised to contact leasehold coordinator, name and telephone number given in response.
7. **Q** Pembroke Street Management Board enquiring why initial letter was sent to them.
 A Advised that letter should not have been sent to them, apology in response.
8. **Q** Why was letter sent if property not due for a number of years.
 A Advised that it was a legal requirement to inform all leaseholders of our contractual intentions.
9. **Q** Concerns over previous contractor and works not carried out.
 A Concerns to be take into account at consultation period.
10. **Q** Concern over property requiring new roof
 R Informed that no current roof programme for that property at this time.



Mr B M & M L Phillips
 * 5a Pasley Street
 Stoke
 Plymouth
 PL2 1DP

ASSET AND CAPITAL PROGRAMMES TEAM
 Community Services Directorate

Plymouth City Council
 Plymouth
 PL1 2AA

Tel: 01752 307062
 Fax: 01752 307091
 Email: steve.clark@plymouth.gov.uk
www.plymouth.gov.uk

When calling or telephoning please ask for: Mr Clark

Date: 28 April 2009

My Ref: SC/af

Your Ref:

Dear Mr Phillips

RENEWAL OF ROOF BY PRIVATE CONTRACTOR

I am writing to inform you that we will be renewing the slate roof. This work is due to commence between June 2009 through to March 2010. The work will involve erecting a scaffold around the property renewing the roof, felt batten, guttering and downpipes.

In accordance with S20 of the Landlord and Tenant Act 1985 I am required to advise you that the estimated cost falling on the property you lease is £3,654.54.

The estimate is made up of the following elements:

1.	Cost of roof work £18,701.28 ÷ 1/6	=	£3,116.88
2.	Administration and supervision 15% of item 1	=	£ 467.53
3.	V.A.T chargeable on item 2	=	£ 70.13

You are invited to make observations in writing to:

Mr S. M. Clark
 Asset & Capital Programmes Team
 Floor 2
 Windsor House
 Tavistock Road
 Plymouth
 PL6 5UF

To reach the department 40 days from the date of this letter.

Details of the work reflected in these costs can be made available to you by contacting me on Plymouth 307062.

Cont: 5a Pasley Street

-2-

If you have any queries concerning your lease, please contact the Leaseholder Services Manager, Mr Corbridge, on Plymouth 307120.

I would like to point out to you that the figure referred to is an estimate of the cost to be recharged to you. The actual cost will include any unforeseen repair work to the roof structure, insulation and/or chimney, should this be necessary. When the final costs are known I shall write to you again.

I will advise the actual start date for the work once final details are in place.

Yours sincerely,

S M Clark

Mr S M Clark
Contract Surveyor

Copy: Mr Frank Corbridge, Leaseholder Services Manager
Leaseholder File