

Dear [REDACTED]

Re: Render works at rear of your property

Thank you for your invitation to comment on your concerns regarding the render and other works recently carried out at your property.

My views are completely impartial and I neither have had any previous dealings with Mr & Mrs [REDACTED] which I will shorten to BP.

I have visited the property on the [REDACTED]. The initial impression of appearance of the new K render installed and detailing around windows appears good, however, there is unsatisfactory work which does require rectification. I also understand that BP has returned on two occasions already to put things right but still the work remains and proposals are unsatisfactory. BP has also made various comments explaining why they have carried out the work in the way it has.

BP have designed the work and made all changes as to how the work has been completed of their own volition. Mr & Mrs [REDACTED] have not have not been instrumental in the design of the works.

Prior to describing the contract and issues I would like to point out what I believe are your rights, though please note I can only act in an advisory capacity, and cannot replace a solicitor. On saying this I have had considerable dealing with building contracts and disputes. My understanding of the law is therefore as follows;

The work is governed by the Supply of Goods and Services Act 1982. This act states the following;

The builder has to Act with reasonable care and skill

1. All work must be done with reasonable care and skill. If it does not, you can claim a breach of your statutory rights and be entitled to terminate the contract and either pay nothing further or seek to get your money back through the courts.
2. Where substandard work has been carried out, you may well have incurred greater potential costs to have the work put right, so it is not enough simply to ask for your money back. In such circumstances, it may be more appropriate to pursue a claim for damages.
3. What is "reasonable" can be a matter of opinion, but in most situations it is obvious when work has been carried out to a poor standard.
4. If work is done poorly, it is the builder's responsibility to put things right at no cost to you.

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The work completed is different to what I expected

5. If the work is different to what was expected, then any original paperwork such as the quote need to be checked for any clarifications that were stated by the builder prior to the work commencing. E.g. stating in certain situations they may have to do additional work and the cost would increase accordingly.
6. If there was no statement as described in para 6, you can request the work to be undone for free. Alternatively, if the additional work is acceptable you do not have to pay for it i.e. on top of the original quote, as you did not agree to have the work done in the contract/ quote.

Paying for the work

7. If you agreed to pay more for additional work, whilst the work was being carried out, then that amount needs to be honoured and paid (where it is accepted). Though if the bill was produced at the end of the job then only a reasonable amount needs to be paid, not necessarily as the builder's request.
8. If the builder has not been paid in full, you are entitled to withhold some of the money and pay the balance when the problem has been fixed.

I have complete dissatisfaction with the builder

9. The builder has to have the opportunity to fix things, however; If you have lost complete faith in the builders and do not want them back at all? This is classed as a reasonable response, although you would have to have good grounds to claim a loss of faith. For this reason, it is always advisable to take photos and keep a diary when having any long term building work done, so you have evidence should it ever become a dispute.

THE CONTRACT THAT WAS IN PLACE

Enquiry;

You invited [REDACTED] BP to your property and agreed that they quote for;

1. Replacing the defective original render,
2. Installing a Ventilation Unit in the loft
3. Glazing repairs

The Offer;

1. Original quotation;

Prior to commencement BP visited the property and provided a quotation ref 11 [REDACTED] dated [REDACTED] 20 [REDACTED]. The quotation described the following work which is copied from the quote word for word; items totalling £ [REDACTED]



Replacement of render to the rear elevation;

- a. "we will remove all of the render on the rear elevation back to the masonry and renew with through coloured KRender, to include all necessary corner beads and bell cast detail"
- b. "A positive Pressure Unit will be installed with a heating element in the loft space"
- c. The quote for all the above was for the amount of £ [REDACTED]
- d. Scaffolding would be extra with an estimated sum provided of £ [REDACTED]

Replacement glazing

- e. The glazed areas would be quoted for separately when on site
- f. A form of acceptance was attached to the quote which is presumed as agreed, with the terms and conditions referring to dealing with customer's possessions, cleaning and wasted visit charges.

2. Additional Work requested during the work on the [REDACTED]

This was for £ [REDACTED] + VAT sent by email including the following works;

Glazing

- a. Remove and dispose of the existing beads and glazing to the two windows requested; Supply and fit 4 new single glazed units to the windows and supply and fit 8m of new timber beads per window
.....for the sum of £ [REDACTED] +vat

Gutters

- b. Remove and dispose of the existing gutter, fascia (note there was none originally), hopper, and downpipe. Supply and fit new black fascia board, gutter, hopper and downpipe to the rear
.....for the sum of £ [REDACTED] +vat

Dubbing out coats to render

- c. Apply dubbing out coat of sand / cement render in order to make the masonry relatively level for the application of the backing coat; Apply further 10mm thick coat of sand/ cement render to make a smooth surface ready to receive the HP12 K-Rend backing coat
.....for the sum of £ [REDACTED] +vat

Shed work saving

- d. As discussed there will be a reduction for not having to re-fit the lean-to shed at the rear of the property.
.....a saving of £ [REDACTED] +vat.



Acceptance;

Both quotes 1 and 2 were accepted totalling £ [REDACTED] + VAT

Other terms and conditions

No other written terms and conditions were agreed.

No other clarifications or qualifications were offered with the quote.

COMPLAINTS

SUB STANDARD WORK

Ref; Quote 2, item b

Fascias boarding;

1. A “white” UPVC fascia approx. 200mm width has been placed at eaves level fixed directly to the render undercoat prior to applying the final render coat system. The K render has been sprayed up to the underside of the projecting fascia creating an uneven finish at the junction with it, in places the render is flush with the fascia surface, and in other areas the render is set back from the fascia surface.
 - a. The new fascia is unsightly, apart from its material being out of character with the cottage, as it has been rendered up to it, rather than the wall being rendered and the fascia placed on top of the render, which is how it should be constructed.
2. Rainwater runs down the rear face of the new fascia directly onto the render below.
 - a. The roof tiles do not “reach” the gutter.
 - b. BP has attempted to rectify the water problem, though unsuccessfully and in rather a poor manner using damp roof coursing.
 - c. Rainwater continually pouring down the wall face will cause staining in a short time, saturate the render and potential breakdown of the render.

Ref; Quote 2, item a

Glazing;

3. The new glazing has been installed wrongly, the beads are lacking in depth, and the glass thickness does not match the original glazing.
 - a. The new glass panes i.e. 14mm are too thick for the original casement rebates, meaning the wooden external beads have been cut down to approx. only 3mm thickness. The beading secures in the glass pane and additionally if it is too thin will allow water to attack the glass seals.
 - b. The new glass appears untidy internally due to the differences in thicknesses of the panes.



UNAUTHORISED WORK

Ref; Quote 2, item b

Guttering;

4. A “black” standard plastic gutter has been fixed to the fascia. The fall of the new gutter is in the opposite direction to the original gutter. It originally ran across the left neighbour’s property draining into their cast iron hopper head and downpipe. It has now been linked into your own existing soil and vent pipe located near the boundary of the right neighbour at 1st floor level.
 - a. This has notably avoided replacing the left neighbour’s cast iron downpipe and hopper head to where it originally ran.
 - b. The rainwater now runs directly into your own properties SVP which is completely unacceptable. The SVP now vents at gutter level, due to extending the old 1st floor soil pipe with a smaller diameter downpipe. The issues with this are;
 - i. Building regs Document H, section H3, item 1.8 states “rainwater pipes should discharge into a drain or gully but may discharge to another gutter or onto another surface if it is drained. Any rainwater pipe which discharges into a combined system should do so through a trap (see approved document H1). The alteration does not comply with this.
 - ii. Allowing fumes into the property at eaves level
 - iii. The vent should be at least 0.9m higher than any openings into the property within a 3m zone.
 - iv. The PIV fitted into the loft may suck in fumes
 - v. The downpipe may become blocked with leaves, mud etc preventing the soil pipe venting particularly as this one has 2 Nr 90 deg bends on it.
 - vi. A soil pipe should have a grill on it
 - vii. The soil pipe should be a minimum of 75mm diameter.
 - viii. The soil pipe may get blocked at its base causing sewage during heavy rainfall to back up into the property
 - ix. The issue will be picked up in any future property sale by a surveyor potentially calling for remedial work to be undertaken to rectify.
 - c. The gutter should have been replaced as it originally was, i.e. to the left hand neighbours.

5. Fascia boarding
 - a. The new fascia is “white” whereas the quotation stated it would be “black”.
 - b. The quotation did not state the fascia would be UPVC and timber would have been preferable.



HOW THE WORK SHOULD HAVE BEEN CARRIED OUT

1. The K render should have been applied tight up to the roof tiling.
2. The gutters should have been replaced on new retro fitted galvanised adjustable metal brackets as previously existed; run into the left neighbour's cast iron hopper head as per the quotation. Black PVC gutters would have been adequate. According to the quote the neighbours hopper head and downpipe were to be replaced but have not been.
3. The dubbing out and levelling coat should preferably been carried out with K Rend HP12 basecoat, in the same material as the specialist basecoat rather than using sand and cement render. This is because the K Rend system is breathable and sand and cement render is not.
4. The glazing should have been completed using thinner units which are available from 9mm thickness. Note the casement beads should be a minimum of 6mm thickness with an additional allowance for a waterproof tape or similar behind against the glass. The glass units should be sprigged into position and not glued; however, they should be bedded and sealed around with butyl or silicone. I would question whether this has been done due to the 3mm thickness of the new beads.

REMEDIAL WORK REQUIRED

1. Remove the new fascia and gutters;
2. Install retro fitted adjustable metal gutter brackets;
3. The eaves tray should not then be required.
4. Patch repair the K rend up to the underside of the tile overhang; as it originally was.
5. Overcoat the whole of the K rend if necessary with colour evening out coating (specialist coating obtainable from K rend);
6. Fit new gutters flowing into the left (viewed from frontage) neighbours hopper head;
7. Replace the neighbours hopper head and downpipe as quoted for;
8. Refit the removed air admittance valve to the existing SVP;
9. Replace the glazing units and install proper beads etc.

COMMENTS ON EAVES WATERPROOFING DETAIL PROPOSED in email ref [REDACTED]

A proposal has been offered as a remedial solution to the extended gap between the bottom row of tiles and the new gutter position.

Issues with the proposal;

1. The detail is a compromise on doing the job correctly. I have never seen such a detail used anywhere.
2. It will be picked up by a mortgage surveyor as a question mark at a later date.

3. The proposed eaves tray location is abnormal, i.e. sliding between 2 rows of tiles and unrecognisable as a correct roof eaves detailing for any type of property. An eaves tray should sit under the lowest tile course and would only be used where roofing felt needs supporting.
4. The product is not designed as a flashing.
5. There is no mechanical way of fixing the tray.
6. The tray would have to be under the bottom row of tiles to work, and to the full height of the undercourse tiles.
7. Overlaps need to be designed otherwise they are a weak spot.
8. The sun could heat up and twist the tray.

FINANCIAL COMMENTS

1. Applicable to the original quotation;
 - a. **"All"** the render was stated it would be removed to the rear elevation and renewed with the K Rend system. There is no clarification within the quotation requiring additional cost should the existing render be found to be at any particular depth, and no description of the depth which had been allowed for. The possibility of extra cost for this should have been made clear within the original quote provided. The customer therefore should not have agreed to it. However, the additional cost was presented after commencement, but, to be fair to the customer this was probably a fait accompli situation, and as they were not specialists they may also not question the money request, and therefore under duress of progress delays felt they had to agree to the cost.

As BP were probably aware that some dubbing out had to be done, I do not feel it fair to charge the whole cost in any case, as BP would have saved money on the H12 K Rend base coat, because there would have been certainly some dubbing out.

Cost charged £[REDACTED] + VAT, ref item 6.

- b. Removing and replacing the existing gutter, hopper, and downpipe were a necessary part of the K rendering quoted, and this work should have been anticipated when BP surveyed the property and been flagged up to the customer. The customer I feel would have been subject to the same fait accompli request as (a). The customer therefore should not have agreed to it.

The further request for a new fascia also made the work easier for the contractor because they did not have to fit the metal gutter brackets, however, I cannot understand why they did not simply run the render up to the underside of the roof tiles as it always was originally.

BP made savings by not replacing the neighbours downpipe and hopper and the installation of metal gutter brackets. The installation of the fascia would have made



it much easier to apply the K Rend due to it providing a screed guide at the same time, whereas screeding under the tiles would have been more difficult.

I believe the fascia was installed for the contractors own benefit in rendering and installing the gutter and not the customers, as it never existed previously.

Cost charged £[REDACTED] + VAT ref item 3 and 4.

- i. The fascia board was installed in “white” rather than “black”?
 - ii. The neighbours downpipe and hopper were not replaced.
- c. The glass has been fitted incorrectly. Cost £[REDACTED] + VAT ref item 1 and 2.
- d. Note; a Credit has been offered for not having to refit the lean to shed of -£[REDACTED] + VAT

2. Rectification costs;

Estimates subject to actual costs;

Refer to SOLUTION section above I believe the rectification work could cost;

- a. Scaffolding £[REDACTED]
- b. Labour and Materials;
 - I. Removal of fascia and guttering £[REDACTED]
 - II. Guttering, hopper, down pipe and brackets £[REDACTED]
 - III. Specialist patch repair K Rend £[REDACTED]
 - IV. Provisionally install new eaves tray £[REDACTED] in the correct position
 - V. Air admittance valve £[REDACTED]
 - VI. New glazing £[REDACTED]

Total budget £[REDACTED] + VAT

3. Current financial position;

All work quoted	£[REDACTED]
Rectification work (budget)	-£[REDACTED]
Shed reposition	-£[REDACTED]
Fait accompli charges	-£[REDACTED]

Total balance due £[REDACTED] + VAT less any deposits paid or costs the customer has incurred in reorganising the work.

It’s possible the “fait accompli” charges of £[REDACTED] + VAT may also have to be paid, however, they are very contentious, because BP should have pointed out these obvious issues right at the outset of the work providing the customer with the opportunity of choosing another contractor who had included these quite normal and incidental works. However, the situation is they were agreed to be paid.



I understand BP has been back several times to rectify work and the work is still unsatisfactory. They also offer unworkable solutions and you are now unwilling to have BP back because you feel uncomfortable with them and have lost confidence. I sympathise. It would now be completely reasonable for you to “dismiss” BP, provided, you record your reasons why to the contractor, keep a detailed diary of events and photo library. You may have to demonstrate why you feel uncomfortable with them if you are unfortunately taken to court, but with people working in your private house the situation is very sensitive and you have to trust them. It would be unreasonable to allow any other scenario.

I feel you would win your case with a small claims County Court Judge to have the work rectified. So I wouldn't discount defending yourself in a Small Claims arbitration, it is not a difficult process. However, as always a harmonious parting would be much more preferable for both parties. I would therefore advise you make BP a reasonable offer with the above information and move on. Please ensure any agreement of a final settlement is agreed in writing and paid promptly leaving yourself enough room for the rectification work, any balances being paid once the work is completed. I would keep BP informed of your progress on a regular basis.

The priority now has to be to finish the job fully and professionally.

I trust this letter answers your questions and should you require anything else please let me know.

Yours sincerely



Stephen Hodgson BSc MRICS
Senior Surveyor