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FIRST-TIER TRIBUNAL
PROPERTY CHAMBER (RESIDENTIAL PROPERTY)

Case Reference	:	LON/OOAP/LSC/2013/0408
Property	:	FLAT 20 RAMSEY COURT PARK ROAD LONDON N8 8JU
Applicant	:	LONDON BOROUGH OF HARINGEY
Representative	:	Mr H Flanagan of Counsel accompanied by Mr Michael Bester, leasehold service manager, Mr Larry Ainsworth, Senior project manager and Mr Peter Cremin, solicitor
Respondent	:	MR JEFFREY SOMERFIELD
Representative	:	Attended in person
Type of Application	:	Reasonableness of service charge under Section 27A Landlord and Tenant Act 1985 ("the Act")
Tribunal Members	:	JUDGE T RABIN MR M CARTWRIGHT FRICS MR LESLIE PACKER
Dates of hearing	:	20th January and 21st February 2014 at 10 Alfred Place London WC1 7LR
Date of Decision	:	13th March 2014

DECISION

The Tribunal's decision

(1) The consultation under Sections 20 and 20ZA were in accordance with the Regulations
(2) There was no breach of Section 20B of the Act
(3) The cost of the roof works as shown in Appendix 2 was reasonable and the amount claimed is payable in full
(4) The cost of the new windows as shown in Appendix 2 is reasonable and the amount claimed is payable in full.
(5) The cost of the new windows as shown in Appendix 2 is reasonable and the amount claimed is payable in full.
(6) The cost of the scaffolding as shown in Appendix 2 is reasonable and the amount claimed is payable in full.

The application

1. The Tribunal was dealing with an application seeking a determination pursuant to s.27A of the 1985 Act as to whether the costs of major service charges demanded during service charge years 2010/11 were reasonable and payable by the Respondent. The application relates to Flat 20 Ramsey Court Park Road London N8 8JU("the Flat"). The Applicant is the freeholder of Ramsey Court ("the Building") and the Respondent is the long leaseholder of the Flat held under the terms of a lease dated 15th October 1990("the Lease")

2. Proceedings were originally issued in the Clerkenwell and Shoreditch County Court. The claim was transferred to the Tribunal by order of the Court. Proceedings were also in the same court for an injunction granting access to the Flat for the Applicant and its contractors in order to replace the windows in the Flat. Both the proceedings in the County Court have been stayed pending the outcome of these proceedings.

3. The relevant legal provisions are set out in Appendix 1 to this decision and a schedule of the final costs is in Appendix 2.

4. In view of the nature of the claim it was determined that an inspection was not necessary.

The Hearings

5. The application was set down for hearing on 10th January 2014. The Applicant was represented by Mr Flanagan of Counsel accompanied by Mr Bester and Mr Ainsworth who both gave evidence. The Respondent appeared in person. Since there was insufficient time to hear submissions on 10th January 2014, the parties were requested to submit written closing submissions, which they did, and the Tribunal subsequently met again to make its decision on 21st February 2014.

6. The Tribunal has before it a bundle of papers. Further documents were handed in by both parties at the hearing.

7. The issues before the Tribunal all related to the major works undertaken in 2011 and were as follows:

- Whether Section 20 procedure had been followed in relation to the major works undertaken in 2011.
- Whether there was a breach of Section 20B of the Act
- Whether the replacement of the roof was necessary
- Whether the cost of scaffolding was reasonable
- Whether the Applicant was entitled to replace the windows and whether the design and cost were reasonable and whether these were chargeable under the terms of the Lease
- Whether the Tribunal should make an order under Section 20C of the 1985 Act in relation to the costs of these proceedings.

8. The Respondent did not dispute the proportion of redecoration costs charged to him or the patch repairs undertaken to the roof of the Building.

9. Having heard evidence and submissions from the parties and considered all of the documents provided in the trial bundle, the Tribunal has made determinations on the various issues as follows.

The evidence and the Tribunal's determinations

Section 20 procedures

2006 Consultation

10. Mr Bester stated that the Applicant had served a notice of intention to enter into a qualifying long term agreement ("QLTA") relating to housing capital works programme on all the relevant persons on 21st July 2006. The Applicant followed the requirements of the Service Charges (Consultation Requirements) (England) Regulations 2003 ("the Regulations") and applied for dispensation from consultation under Section 20ZA of the Act. A notice was placed in the local paper and copies of the application to the Tribunal were served on all interested parties. Mr Bester said that the Respondent did not make any comment. The Respondent said that he was unaware of the process and had not seen the advertisement in the local paper.

The Tribunal's decision

11. The Tribunal is satisfied that the Applicant complied with the requirements of the Regulations in relation to the entering into of the QLTA for the capital works programme and there is no breach of the consultation requirements of Section 20 or 20ZA of the Act

2010 consultation

12. Mr Bester told the Tribunal that a notice of intention to carry out works under the QLTA was served on the long leaseholders (including the Respondent) on 15th January 2010. The appointed contractors under the QLTA are Wates & Co and the consultants supervising the contract are Ridge and Partners. This notice referred to works being undertaken to the Building and six others, and identified the works to be carried out. These were under the Government's 'Decent Homes' programme. The cost relevant to the Building was £345,446.54 of which the Respondent's share, calculated by reference to bed weighting was £14,796 plus management fee of 7.5% with a cap of £375, fixed in 2006 by a consultant, but subsequently raised to £500 after a consultant had reviewed the level of management charge in 2011.

13. In addition to the opportunity to make comments following the notice of intention, the Applicant offered a 'drop in day' to discuss the major works and this took place on 12th January 2010. The Respondent attended this day.

14. The Respondent said that there had not been sufficient consultation with the long leaseholders and that there had not been proper consultation. He referred to a diary note following the drop in day when he noted that the points he raised had not been taken into account.

The Tribunal's decision

15. The notice of intention was compliant with the Regulations. No further consultation was required as the requirement is limited to describing the works 'in general terms', and the Tribunal is satisfied that the notice met this requirement. The Respondent had been given an opportunity to make observations in writing within the notice of intention. The Applicant had offered an opportunity to discuss the works and seek clarification during the drop-in day. There is no requirement for a drop-in day in the regulations but one was offered in any event.

16. In the light of the fact the Tribunal has found that the 2006 consultation for the QLTA was valid, the Tribunal is satisfied that the requirements of the Regulations were met by the Notice of Intention,

and that there is no breach of the consultation requirements of Section 20 of the Act

Section 20B of the Act

17. The Respondent submitted that his liability to pay was limited to a total of £250 since the notice served by the Applicant purporting to be in accordance with Section 20B of the Act was invalid. He submitted the notice of intention dated 15th January 2010 noted that the cost of the scheme known as Decent Homes Programme – Hornsey AMP 12 Phase 1 was estimated as £2,781,891.06 for the seven buildings covered by the Notice of Intention, and the Respondent's estimated share as £14,769. The Section 20B notice dated 27th October 2011 referred back to the Notice of Intention, and was headed in exactly the same terms, namely *'Hornsey AMP 12 Phase 1'*. However, it went on to say *'To date, the total expenditure for the scheme is £6,348.195.70'*, and unlike the Notice of Intention, it did not give a figure for the Respondent's share. In fact, the figure of over £6 million related not only the seven buildings covered in the Notice of Intention, but to a number of other buildings. When the Respondent queried the figure, the Applicant wrote to him, but only reiterating that he was liable for his share of the costs.

18. The Respondent said that the notice was well outside the 18 months permitted under Section 20B of the Act. The actual costs for the seven buildings covered by the Notice of Intent, as noted in the final invoice were £2,322,371,70, well under half the figure in the Section 20B notice. For these reasons the Respondent considered that his contribution should be limited to the statutory minimum of £250.

19. Mr Flanagan said that his instructions were that the first costs incurred were on 5th May 2010, within the 18 month period stated in Section 20B. The figures in the Section 20B notice referred to the total costs, internal and external for the seven blocks whereas the Respondent would only be responsible for the external costs.

The Tribunal's decision

20. Section 20B is set out in the Appendix Section 20B(2) provides that a tenant must be notified in writing within 18 months of the date when costs were **incurred** that he will subsequently be required to contribute to them in accordance with the terms of his lease. The Section 20 notice was dated 27th November 2011, within the period of 18 months from when the costs began to be incurred, namely 5th may 2010.

21. The position as to the information required in a Section 20B notice was clarified by the case of **Brent LBC v Shulem B Association Ltd**

2011EWHC1663 (Ch) which stated, in relation to a notice under Section 20B, that the written notification must:

> (a) state a figure for the cost incurred by the landlord. Such a notice would be valid for the purposes of 20B(2) even if the costs subsequently demanded were of a lesser amount and
> (b) inform the tenant that it would subsequently be required under the terms of the lease to contribute to these costs by the payment of a service charge although it need not inform the tenant what proportion of the cost would be passed on tot he tenant under the lease, nor what the resulting service charge payable by the tenant would be.

22. This clarifies the legal requirements and makes it clear that the Applicant can demand a higher amount than actually expended as long as it exceeds the actual amount expended. Nevertheless, a person is entitled to be given a realistic notification of the amount spent.

23. In this case, the Section 20B notice referred to the same *'Hornsey AMP 12 Phase 1'* project as in the earlier Notice of Intention, yet gave the cost for a wider group of buildings, with no explanation. When the Respondent raised the issue, the Applicant could usefully have explained that scope of the figure of over £6 million, and provided the figures for the seven building and the Respondent's share, equivalent to those in the Notice of Intention.

24. The purpose of the Section 20B notice is to ensure that long leaseholders are informed of prospective costs and have the opportunity to budget for them. The Applicant's notice in this case was the opposite of helpful in this regard, in particular by giving a figure over double and not comparable to the estimate the Respondent had received in the initial Notice of Intent.

25. Nonetheless, the Section 20B notice is, strictly considered, compliant with the law as clarified by the case of **Shulem.**

26. The Tribunal has carefully considered whether the Respondent suffered any prejudice by the fact that the Section 20B notice was based on a wider group of buildings, including but going beyond the seven to which the Notice of Intention related. It has determined that there was no prejudice. Once the final figures are calculated, the amount payable by the Respondent will be easily discernable. (In fact, it appears that the Respondent's final cost was somewhat less than the estimate given in the Notice of Intention.)

27. Notwithstanding the Applicant's poor practice, the Tribunal finds that the Section 20B notice complied with the requirements of the Act

The repair of the roof

28. The Respondent stated that the replacement of the roof was not necessary and there had been insufficient investigation as to the viability of the existing roof. He found the breakdown of the costs difficult to follow and identified discrepancies in the costings. In the light of the lack of clarity as to the necessity to undertake so much work, the Respondent offered 75% of the cost in settlement. He also complained that there was continued leakage problems within the Building affecting several flats after the roof had been replaced.

29. The Applicant stated that the roof did need repair. Wates & Co gave a report dated November 2009 in which they referred to de-lamination of the tiles and the condition of the box gutters. At the time of the report, Wates & Co were unable to inspect the roof closely as there was no scaffolding erected. Once access was obtained, Mr Ainsworth inspected the roof with a member of Wates & Co and on inspection, it was decided that the pitched and flat roof coverings and the insulation should be renewed. The continued leaking had been due to a different problem with box guttering that subsequently came to light, and this had been dealt with.

The Tribunal's decision

30. The cost of the work to the roof was £80,792.13 as shown in Appendix 2 and a detailed breakdown has been given to the Respondent. The roof was 60 years old and nearing the end of its life. The Wates report indicated that replacement of the tiles should be replaced, the roof space insulation upgraded and the parapet gutters lined with high performance felt. Patch repairs had been carried out and could continue to be undertaken for a short time, but the cost of patch repairs would be increased by the need for scaffolding to be erected on each occasion.

31. The Tribunal considers that the decision to renew the roof after 60 years was a reasonable decision. The Respondent has not shown that the costs were unreasonable and has been provided with a breakdown. Similarly, the Respondent has produced no evidence to show that the roof works were not of a good standard.

32. The Respondent had pointed out a discrepancy in the costings and Mr Bester was unable to explain this discrepancy but he had no knowledge of the document at page 200 of the bundle to which the Respondent referred. Evidence has been produced to support the figures claimed and the Tribunal is satisfied that the proper sums have been demanded.

33. It is accepted that there was a problem with water ingress that was not corrected by patch repairs or the renewal of the roof. Investigation

showed that there was a design fault in the construction of the box gutters and the pipes from them. The flooding affecting the flats was caused by old internal water pipes. These were replaced with exterior water pipes and the box gutters were replaced where necessary

34. The Tribunal finds that the roof works were reasonably undertaken and of reasonable cost and that the Applicant took steps to identify the cause of the internal flooding and remedy this.

Window replacement

35. The window replacement was the issue that concerned the Respondent most. He said that the Building had originally single glazed steel framed Crittal windows, and one of the architectural features of the building which had attracted him to the property. Further, the Respondent said that these windows were in good condition and only needed decoration to give them a further reasonable length of life. He said that there had not been adequate consultation with the long leaseholders and that insufficient care had been adopted in making the decision. He had attended the drop in meeting in early January 2010 but had a diary note indicating that he had been told that the type of window to be installed had already been determined.

36. The Respondent was further concerned that the windows proposed would not allow sufficient light and produced calculations showing that there was a reduction in the area and that the Applicant had not considered the detrimental effect on the occupants. The Respondent did not agree that the new windows were necessary for thermal insulation as actions could be taken by the individual owner to erect curtains or instal internal double glazing.

37. In the Respondent's view, the cheapest possible option was selected and other alternatives were not considered.

38. The Applicants stated that the decision was made to replace the windows as the current windows were thermostatically poor and failed to comply with the Decent Homes Standard. UPVC and aluminium coated windows would need limited maintenance compared with the need for cyclical maintenance of Crittal windows every five to seven years; and the Crittal windows did not comply with the 'Secure by Design' police initiative.

39. The Applicant did consider the architectural characteristics of the Building, and had used different windows in the front of the Building, in line with the planning requirements, which was in a conservation area, notwithstanding the higher cost. Different window options had been considered, but the cost was 15% higher. The decision was made that the windows installed were a reasonable balance of cost and

aesthetic qualities. The cost of the different windows installed on the front of the Building had caused an increase in the overall cost but the planning consent granted in October 2010 had to be complied with.

40. The Applicant stated that the Respondent could not have been told that the window design had been determined at the drop in day in January 2010 as planning consent was not granted until October 2010

The Tribunal's decision

41. The Tribunal noted that the window cost was estimated at £82,831.32 but because of the increased cost of the windows required following the planning consent, the cost increased to £109,215,24 as shown in Appendix 2. The Respondent was notified that the Applicant intended to replace the windows, as this was included in the Section 20 notice. Planning consent is an administrative action and any the Applicant must comply with any conditions imposed.

42. The Applicants were entitled to make a decision to replace the windows for the reasons that they have outlined .The decision was made to use a standard model of UPVC windows and there is nothing to suggest that they let in an insufficient amount of light. The Applicant was obliged to use a different type of window to the front elevation of the Building but the planning consent did not require them to instal these windows at the rear and the UPVC windows were used to minimise the cost.

43. The Tribunal accepts that there is a measure of loss of light but this has to be set against increased cost of the contemporary version of Crittal windows, and the improvement in thermal insulation and security offered by the windows that have been installed. The windows are compliant with the planning consent and the Decent Homes Standard and the Tribunal were advised that the final design had had regard to the design of the Building.

44. The Respondent has refused to have the new windows installed and they remain in storage pending the final decision of the county court in relation to the application for an injunction that will be made one the Tribunal's decision has been notified to the County Court.

45. Although the issue of whether the installation of new windows was an improvement was not raised, it is worth noting that the Lease permits the Applicant to carry out improvements to the Building

46. The Tribunal finds that the windows are of a reasonable standard and that the costs are reasonable and reasonably incurred.

The cost of scaffolding

47. The Respondent considered that the cost of scaffolding was excessive. He compared that to the cost of scaffolding when works were undertaken in 2006. The Applicant said that they had sought tenders for the scaffolding and used the cheapest contractor. The work in 2006 did not include work on the roof or window replacement, and less extensive scaffolding had been involved.

The Tribunal's decision

48. The Tribunal noted that the final cost of scaffolding was £46,768.55, as shown in Appendix 2 less than the estimate. The Respondent has given no evidence to support his contention that the cost was excessive.

49. The Tribunal takes the view that the 2006 scaffolding costs are not a valid comparator. In addition, the Tribunal is aware that the addition of windows and roof would make the scaffolding requirements more complex and it would need to be in place long enough to undertake all the works. A fixed cost was agreed so any delay in removing the scaffolding once the work was completed would have no effect on the cost. Tenders were obtained as required.

50. The Tribunal finds that the cost of the scaffolding is reasonable

Miscellaneous

51. The Tribunal wishes to clarify two matters.

(a) The management fee should be capped to £350, the capped sum indicated when the project was initiated, as agreed

(b) The preliminaries were subject to competitive tender and are shown on the schedule annexed at Appendix 2

Section 20C

52. The Respondent seeks an order under Section 20C of the Act to the effect that the costs of these proceedings should not be regarded as appropriate costs to be included when calculating the service charges. In the light of the Tribunal's determination, a Section 20C order would not be appropriate and the request is refused

Conclusion

53. The Respondent has expressed his dissatisfaction with the choice of windows- indeed he does not think they need replacing at all. However, the Applicant must comply with the Decent Homes Standard and that requires double glazed units with improved insulation and security. The Applicant is a social landlord and must have regard to the cost of installing contemporary double glazed Crittal windows throughout the Building. The planning authority specified the windows they would accept for the front of the Building and these were installed.

54. The Respondent has refused to have his windows replaced and they remain in storage pending the decision of the County Court in relation to the application for an injunction. The County Court may well be influenced by the Tribunal's decision and the Respondent should be mindful of the fact that the storage costs may well fall to be paid by him, should the injunction be granted.

55. The sums determined are long overdue and are payable immediately.

Judge Tamara Rabin

Appendix 1

Relevant legislation

Landlord and Tenant Act 1985 (as amended)

Section 18

(1) In the following provisions of this Act "service charge" means an amount payable by a tenant of a dwelling as part of or in addition to the rent -

(a) which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord's costs of management, and

(b) the whole or part of which varies or may vary according to the relevant costs.

(2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.

(3) For this purpose -

(a) "costs" includes overheads, and

(b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

Section 19

(1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period -

(a) only to the extent that they are reasonably incurred, and

(b) where they are incurred on the provisions of services or the carrying out of works, only if the services or works are of a reasonable standard;

and the amount payable shall be limited accordingly.

(2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

Section 27A

(1) An application may be made to the appropriate tribunal for a determination whether a service charge is payable and, if it is, as to -

(a) the person by whom it is payable,

(b) the person to whom it is payable,

(c) the amount which is payable,
(d) the date at or by which it is payable, and
(e) the manner in which it is payable.

(2) Subsection (1) applies whether or not any payment has been made.

(3) An application may also be made to the appropriate tribunal for a determination whether, if costs were incurred for services, repairs, maintenance, improvements, insurance or management of any specified description, a service charge would be payable for the costs and, if it would, as to -
(a) the person by whom it would be payable,
(b) the person to whom it would be payable,
(c) the amount which would be payable,
(d) the date at or by which it would be payable, and
(e) the manner in which it would be payable.

(4) No application under subsection (1) or (3) may be made in respect of a matter which -
(a) has been agreed or admitted by the tenant,
(b) has been, or is to be, referred to arbitration pursuant to a post-dispute arbitration agreement to which the tenant is a party,
(c) has been the subject of determination by a court, or
(d) has been the subject of determination by an arbitral tribunal pursuant to a post-dispute arbitration agreement.

(5) But the tenant is not to be taken to have agreed or admitted any matter by reason only of having made any payment.

Section 20

(1) Where this section applies to any qualifying works or qualifying long term agreement, the relevant contributions of tenants are limited in accordance with subsection (6) or (7) (or both) unless the consultation requirements have been either—
(a) complied with in relation to the works or agreement, or
(b) dispensed with in relation to the works or agreement by (or on appeal from) the appropriate tribunal .

(2) In this section "relevant contribution", in relation to a tenant and any works or agreement, is the amount which he may be required under the terms of his lease to contribute (by the payment of service charges) to relevant costs incurred on carrying out the works or under the agreement.

(3) This section applies to qualifying works if relevant costs incurred on carrying out the works exceed an appropriate amount.

(4) The Secretary of State may by regulations provide that this section applies to a qualifying long term agreement—
   (a) if relevant costs incurred under the agreement exceed an appropriate amount, or
   (b) if relevant costs incurred under the agreement during a period prescribed by the regulations exceed an appropriate amount.

(5) An appropriate amount is an amount set by regulations made by the Secretary of State; and the regulations may make provision for either or both of the following to be an appropriate amount—
   (a) an amount prescribed by, or determined in accordance with, the regulations, and
   (b) an amount which results in the relevant contribution of any one or more tenants being an amount prescribed by, or determined in accordance with, the regulations.

(6) Where an appropriate amount is set by virtue of paragraph (a) of subsection (5), the amount of the relevant costs incurred on carrying out the works or under the agreement which may be taken into account in determining the relevant contributions of tenants is limited to the appropriate amount.

(7) Where an appropriate amount is set by virtue of paragraph (b) of that subsection, the amount of the relevant contribution of the tenant, or each of the tenants, whose relevant contribution would otherwise exceed the amount prescribed by, or determined in accordance with, the regulations is limited to the amount so prescribed or determined.]

Section 20B

(1) If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months before a demand for payment of the service charge is served on the tenant, then (subject to subsection (2)), the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.

(2) Subsection (1) shall not apply if, within the period of 18 months beginning with the date when the relevant costs in question were incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge.

Section 20C

(1) A tenant may make an application for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with proceedings before a court, residential property tribunal or the Upper Tribunal, or in connection with arbitration proceedings, are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application.

(2) The application shall be made—
- (a) in the case of court proceedings, to the court before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to a county court;
- (aa) in the case of proceedings before a residential property tribunal, to that tribunal;
- (b) in the case of proceedings before a residential property tribunal, to the tribunal before which the proceedings are taking place or, if the application is made after the proceedings are concluded, to any residential property tribunal;
- (c) in the case of proceedings before the Upper Tribunal, to the tribunal;
- (d) in the case of arbitration proceedings, to the arbitral tribunal or, if the application is made after the proceedings are concluded, to a county court.

(3) The court or tribunal to which the application is made may make such order on the application as it considers just and equitable in the circumstances.

APPENDIX 2
FINAL COST OF THE WORKS

APPENDIX 2 – FINAL COST OF WORKS

RAMSEY COURT			
WORK PACKAGE			**TOTAL**
Surveys			
Asbestos external survey		£320.00	
Asbestos samples		£45.00	**£365.00**
Windows/Doors			
Windows/doors		**£82,831.32**	
Add:	Extra over for aluminium windows to front	£29,250.82	
Omit:	Windows to 20 Ramsey Court	-£4,456.34	
Add:	Supply only windows to 20 Ramsey Court	£3,119.44	
Provisional sums:			
10	Omit PS in connection with window renewal	-£5,130.00	
Variations:			
1	Remedial works post window installation	£3,000.00	
13	Hack out communal area glazed concrete wall; 14nr	£600.00	**£109,215.24**
Scaffolding			
Scaffolding		**£51,349.00**	
Less:	Hoists, stairs etc	-£4,962.50	
Add:	Removal and reinstatement of satellite dishes	£1,042.05	
Provisional sums:			
10	Omit PS roof safety works / handrails / run-offs	-£2,000.00	
Variations:			
7	Run off to hoist for access	£900.00	
8	Supply and fix brickguard to top lift	£300.00	
9	Remove all inside board to complete rear elevation (4 lifts) + top lift on front	£140.00	
			£46,768.55
Roofing			
Roofing		**£80,792.13**	
Provisional sums:			
10	Omit PS works in connection with roof renewal	-£9,400.00	
Variations:			
6	Install new RWP / Hoppers / New outlets.	£5,990.25	
11	Gas engineer to check all chimney flues	£400.50	
14	Wire baloons to the front outlets at roof level	£220.00	
16	Re felt flat roof over flat 8 as instructed	£960.00	

22	Labour Costs due to fewer hoists and Access Stairs	£960.00	
			£79,922.88
Decorations			
Decorations		**£23,069.77**	
Provisional sums:			
10	Omit PS railing repairs/staircase/timber repairs	-£4,320.00	
			£18,749.77
Concrete/Brick Repairs			
Concrete/brick repairs		**£4,500.00**	
Less:	provisional quantities	-£3,500.00	
Less:	provisional sums	-£1,000.00	
Add:	Actual concrete/brick repairs	£5,137.88	
Add:	additional external pointing	£675.00	
Add:	repair and decorate communal columns	£1,290.00	
Provisional sums:			
	Refer to Remeasure		
			£7,102.88
Pigeon Fouling			
Variations:			
20	Removal of Pigeon droppings on the scaffold, walkways and balconies. Removal of 4nr dead pigeons from site.	£900.00	
			£900.00
			£263,024.32
		Prelims @ 14.8731901446445%	**£39,120.11**
		OHP @ 7.5%	**£22,660.83**
		Sub-total	**£324,805.25**
		Fees @ 4.65%	**£15,103.44**
		TOTAL	**£339,908.69**