



Templar Consultants

Report

**Flat 8
46 Lancaster Gate
London
W2 3NA
(‘the property’)**

On behalf of:

**Ms Yeganeh Naderi
(‘the owner’)**

13 February 2021

Templar Consultants

www.templarconsultants.com

Regulated by the Royal Institution of Chartered Surveyors (RICS)

Adam Mazalla-Tomlinson MRICS is a Chartered Surveyor, Registered Valuer and Barrister

Independent of Chambers, Banks and Property Agents

Companies House UK Registration No. 11851120
TRIO BBB Ltd Trading as Templar Consultants

RICS Chartered Registration No. 0828116

RICS Company Registration No. 037621

VAT Registration No. 765 0275 27

REPORT CONTENTS

1 INTRODUCTION

1.01 *Scope of Instructions*

1.02 *Property Address Inspected*

1.03 *My Duty to the Court and Tribunal and Adjudication.....*

1.04 *Date of Survey*

1.05 *Weather.....*

1.06 *Limitations of Inspection*

1.07 *Information Relied upon in this Report*

2 DESCRIPTION OF THE PROPERTY

2.01 *Type and Age*

2.02 *Areas Inspected.....*

2.03 *Tenure and Occupation*

2.04 *Orientation and Exposure.....*

2.05 *Further Comments.....*

3 LOCATION

3.01 *Location*

3.02 *The Site and Surrounding Area*

4 MY FINDINGS AND OPINION

4.01 *My Findings and Recommendations.....*

5 STATEMENT OF TRUTH

5.01 *My Statement of Truth*

Photographs of the defects

1 INTRODUCTION

1.01 *Scope of Instructions*

This report has been prepared in accordance with the Terms and Conditions of Appointment issued by Templar Consultants.

It is pointed out that this is my statement as to defects at the property as at the date of my inspection of the property.

It is noted that my report is not a full building survey nor a complete schedule of condition nor is it a schedule of works to rectify the incomplete works identified.

I received instructions in February 2020 and furthermore in February 2021 from the owner to inspect the property.

I received a number of documents following my inspection, including correspondence and a report dated 10 April 2014 that sets out the scope of defects throughout the property similarly to those defects I identified during my inspection on 26 February 2020 and again on 13 February 2021.

Correspondence received included matters from 2010, 2013, 2014, 2019 and 2020.

I received a statement witnessing the flooding of the front bedroom and also photographs of flat 10 and a room in that property immediately adjoining the front bedroom in flat 8; both of which were damaged by water from the gutter in 2020.

I have also seen numerous photographs illustrating the water ingress to the property, including water ingress to flat 10.

No formal enquiries have been made of the Statutory Authorities or investigations made to verify information as to the tenure and existence of rights or easements. The facts of tenure and claims of ownership have been provided in my instructions.

I inspected all parts of the property required to enable me to form a complete opinion in the matter and there was no restriction whatsoever.

1.02 ***Property Address Inspected***

Flat 8, 46 Lancaster Gate, London, W2 3NA.

1.03 ***My Duty to a Court, Tribunal and Adjudication***

I have now presumed this matter will progress to a hearing in a dispute resolution process and or court and that this is my report to clarify the facts in the matter and therefore state herein that I understand my duty to a Court and I am aware of and I have complied with the requirements of CPR 35; PD35; the practice direction on pre-action conduct and the guidance issued by the Civil Justice Council for the Instruction of Experts in Civil Claims 2014 and also the guidance published by the Royal Institution of Chartered Surveyors (RICS).

I have no conflict of interest of any kind, other than those which are disclosed within my report and about which I have obtained prior permission to proceed.

Any conflicts noted in my report have not affected my suitability as an expert on any issue on which I have given evidence.

I confirm that my report complies with the requirements of the RICS – Royal Institution of Chartered Surveyors, as set down in the RICS practice statement Surveyors acting as expert witnesses.

1.04 ***Date of Survey***

The property was inspected by me on 26 February 2020 and 13 February 2021.

1.05 ***Weather***

At the time of my inspection the weather was dry.

1.06 ***Limitations of Inspection***

I accessed all parts of the property to enable me to fully conclude my opinion in the matter.

1.07 *Information Relied upon in this Report*

I have relied only on the information provided to me by the instructions provided and from my inspection of the property on 26 February 2020 and 13 February 2021.

I have been provided access to and considered the following documents:

1. Correspondence between the owner and surveyors and contractors in respect of previous defects; and,
2. A survey report dated 10 April 2014 in respect of defects throughout the property.

I clarify that even if I had not received any of the information as listed above then my findings would not have said anything substantially different to that stated in respect of the works completed and those works considered essential to provide a completed set of works at the property and works required in order to rectify the defects.

I did not rely on any of the discussions I had with the owner to form my opinion, other than be directed to view the property, and I was able to decide the matter on the basis of instructions and my own findings from my inspection of the property.

2 DESCRIPTION OF THE PROPERTY

2.01 *Type and Age*

The property is known as Flat 8, 46 Lancaster Gate.

The property has original parts and some later additions such as lowered ceilings.

Mid-Victorian in age with stucco fronts and architectural details.

2.02 *Areas Inspected*

I inspected all internal and external areas of the original property and viewed the voids to the lowered ceilings and the high level roof.

2.03 *Tenure and Occupation*

The property was occupied by the owner, Yeganeh Naderi, throughout the whole period of the events concerning this water ingress and she has suffered the consequences since.

It has been assumed that there are usual property rights and obligations associated with the property.

2.04 *Orientation and Exposure*

The property is orientated facing a communal staircase access with similar properties nearby.

2.05 *Further Comments*

The defects identified appear to be dated over many years.

The property is surrounded by other flats.

The immediate issue to this property is likely and understood to be due to a roof leak from a roof immediately adjacent the areas damaged which is likely have passed through an adjoining flat which has then been allowed to pass into this property.

Commonly, and it is understood what has occurred frequently at this property, is that parapet gutters become blocked and rainwater would then build-up and ingress into the fabric of the building internally and externally bypassing upstand and cover flashings within the gutters.

Due to the cause of the damage in the property it is essential to fully remedy all such water ingress prior to completing any internal repairs.

3 LOCATION

3.01 *Location*

The locality is Lancaster Gate and is 'built-up' in the immediate locality.

3.02 *The Site and Surrounding Area*

The property is situated in an established residential locality.

4 MY FINDINGS AND OPINION

4.01 *My Findings and Recommendations*

The property is suffering from water ingress from the adjoining parts of the property which are not within the ownership of the owner of this property.

It appears that water is entering the external envelope of the building and causing damage to this property.

I would have expected any competent managing agent to have identified and rectified the cause of this water ingress and in addition to have protected the property.

I identified water ingress staining throughout the ceiling voids above all rooms.

I was informed and witnessed the external surfaces of ceiling repairs to a rear room in the property which suffered the same water ingress as other parts of the ceiling voids and the ceiling previously repaired contained insulation which was not renewed during those repairs to the surface of the ceiling. To not have removed and renewed that saturated insulation is mistaken and I strongly recommend it now be renewed fully.

It appears most likely that the gutter immediately above both rear rooms enabled water to enter those rooms as I was shown evidence in photographs from the owner that dampness was present in those rooms.

In addition I note that there was a previous investigation by a surveyor on 11 January 2019 and a report provided which details the process of cutting an exploratory hole into the ceiling with the rear bedroom to investigate the concealed mildew trapped within the ceiling void; in addition I viewed the photographs dated 2013 in which mildew and mould was identifiable within the ceiling void.

I witnessed mildew staining and moisture stains to the ceiling voids and staining in the rooms, notable to the ceilings and walls, including a lounge, all 3 bedrooms, bathroom and kitchen and including the corridors.

As seen throughout the photographs below I identified staining and mildew to the high-level ceilings within the lounge and to the lowered parts of the ceilings and to the ceiling voids.

Due to the extensive damp staining and mildew it can not be guaranteed that all areas of the ceilings are safe and secure as nails and fixings and the bonded strength of the plastered surfaces would deteriorate and weaken.

In consequence of the deterioration and uncertainty of the ceilings throughout this property it will be a requirement as part of the remedial works to expose all concealed surfaces to the ceilings; effectively that shall be only possible with the full removal of all ceilings as that would guarantee the security of those water damaged ceilings and be cost effective as opposed to scanning or random testing of those ceilings.

Once exposed it would be possible to treat all concealed timbers and mildew as required.

Also, as with previous works to the ceilings once the ceilings are exposed the insulation will more easily be able to be renewed, again removing any source of mildew and decay.

The concealed electrical installations will require examination and testing as with the water entering the voids containing any electrical installations there is a likelihood of the electrical installation being affected.

I noted the damage to the corridor ceiling leading to the rear bedroom at the lower floor level and it appears building work had caused the damage; indeed, the owner informed me it was damage caused when the ceiling to the adjoining property was removed.

I also witnessed water damage to the part of the corridor ceiling which previously was used for storage.

Due to the water ingress the tiled surfaces to the corridor and bathroom are damaged and require full replacement.

The kitchen tiles, walls and ceilings has been damaged and furthermore the units and installation of the kitchen have most likely been damaged due to the water ingress and assessment and replacement of those units damaged is recommended to be completed by a kitchen specialist contractor.

Carpet finishes within the three bedrooms are stained and it is recommended those be renewed fully.

The owner informed me a moth fly infestation damaged personal clothing and I confirm that with the water staining it would encourage moth fly infestation.

Curtains within rooms had also been stained due to the water ingress, as witnessed during my inspection, and the linings had been stained and also there was insect attack which appeared to be moth fly attack which in my experience can be increased due to the dampness witnessed.

I tested with a damp meter and parts of a rear wall adjoining a flat roof registered dampness.

I identified cracking throughout the walls and ceilings which corresponded with excessive dampness and drying of those part of the structure.

I understand the defects have been reported to the managing agents and those defects remain.

I was informed of the numerous notifications made by the owner to the managing agent and it appears the managing agent has had sufficient notice of the extent of the issues throughout this property and has failed in their duty to protect the property of the owner.

I recommend it is now necessary to complete a full review of the actions by the managing agent.

It is recommended the owner should obtain competitive prices from alternative contractors for completion of the outstanding works, both the defects caused by water ingress and the failure to complete all external works.

Further investigation is required although it appears the works listed on the contractors specification have not all been completed to the external areas.

The extent of the water ingress and defects and remedial works due internally would have already been investigated and repairs completed by a reasonably competent managing agent and or freeholder.

The photographs herein clearly show the water ingress to the flat and no marking-up is required, in any event the source of water ingress would not be clarified by marking the multiple and precise points of water ingress as commonly any water ingress can disperse and track across concealed elements from the point of the source before then appearing in the flat.

All works to eradicate the source of the water ingress to the flat must be completed then works internal to the flat may be completed by the owner, not the freeholder nor their agents.

Since my previous visit in February 2020 it appeared there had been further water ingress causing significant staining within the front bedroom.

An examination of the obligations of the managing agent is also recommended in order to clarify the responsibilities in this matter for the freeholder and or their managing agent to manage the issues throughout the whole building, especially those issues impacting on the specific property I inspected.

I inspected the high-level roof of the building and assessed whether the roof was in satisfactory repair.

I identified some debris on the roof, particularly in the central valley gully.

The age and design of roof meant that the roof is prone to the limited number and restricted diameter of outlets from blocking and potentially causing water ingress above the level of the presumed upstand flashing to the underside of the tiles.

I was informed by the owner of the property that there had been a contract of external works of repairs and decorations to the property recently; in my view the extent of those works appeared to be limited to decorations and cleaning works as there was not any significant renewal of roof coverings nor upstands nor flashings, hence the potential for roof leaks and floods due to limited roof drainage would risk remaining; I determined from the specification of works that more work would have been completed.

Further investigation as to the scope of purported works and costs are recommended as on the initial costs the owner informed me of it does appear that the works were limited and perhaps an excessive price has been charged for the works.

I was also shown the works to the rear flat roof and the appearance and finish of the liquid applied over-coating to the roof appeared poor and again potentially the price paid for those work was excessive considering the system appears to only be an overlay system and is poorly applied.

There appears also to be an allegation that a waste-water pipe from the property and also from the rear flat roof (Flat 8) caused water on 4 May 2018 to enter flat 2 at the lower ground floor rear perimeter of the building, however, this accusation appears incredible due to the distance of each part of the property from each respective part and it appears the said waste pipe would not feed water to nor into that distant part of the property.

The owner also witnessed the event of the managing agent's contractor entering their property and incorrectly and misleadingly stating that water from a toilet had leaked from the property and damaged a lower part of another property – it is noted this purported escape of water did not occur and the statements made by the contractor of the managing agent are significant and misleading.

There was an incident involving an individual named Jose on 4 October 2019 during which it appears from witness statements obtained that the individual alleged water was leaking from flat 8 to flat 4, however this was incorrect and there is an allegation the work by Jose actually caused a leak to occur; in the process causing damage to fittings in flat 8.

Water staining is clearly visible to the walls of the property which indicate that water appears not to be only from one source above and appears would not for example be from a single pipe leak whereas it appears to be from a gutter line.

There is an overflow pipe from the rear elevation of the property which was said to be causing water to enter the flat below and yet the purpose and design of the overflow is to divert excess water to the exterior of the building and it is therefore not feasible that the water overflowing would then enter any part of the building below.

It appears from Dyno-rod reports and evidence of the owner that overflows from toilets in the property would not cause such water ingress and Dyno-rod stated in their report there was no sign of any overflow.

It is also emphasised that water ingress has recently occurred in the main rear bedroom of the property and not only in previous years.

Similarly, the front lounge has suffered from water ingress and if any cause is due to the leaseholder above it remains the obligation of the freeholder to verify the source as it does also appear from other evidence that the water also is from the roof level.

I have witnessed via photographs sent via the owner that water has periodically since February 2020 to February 2021 been entering the property and causing damage.

The scope of the defective works are as follows, with those and further details of the defective works shown throughout the photographs herein below:

- 1 Water ingress staining (subject to the exposure and survey of ceiling and wall voids);
- 2 Ceiling voids and soffits damaged by water ingress;
- 3 Stained and mildew covered surfaces;
- 4 Cracking of walls and ceilings;
- 5 Cornice defects;
- 6 Tiled surfaces damaged and stained;
- 7 Kitchen installation damage;
- 8 Electrical installations to be inspected and tested;
- 9 Carpet surfaces stained and damaged;
- 10 Plastered surfaces damaged;
- 11 Damaged decorations;
- 12 External cyclical works roofing, flashing and seals to joints; and,
- 13 Rear flat roof covering inconsistent and poorly finished.

The total cost of completion of the incomplete works and remedial works requires estimating and is subject to further investigations and contractor quotes.

Due to the failure to date of the managing agent and freeholder it is strongly recommended for the owner, Yeganeh Naderi, to obtain the necessary quotations for her own flat.

5 Statement of Truth

5.01 *My Statement of Truth*

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

I am qualified to state my opinion as a Chartered Surveyor (MRICS). I am also a Barrister.

I confirm that my report has drawn attention to all material facts which are relevant and have affected my professional opinion.

I confirm that I understand and have complied with my duty to the Court as an expert witness which overrides any duty to those instructing or paying me, that I have given my evidence impartially and objectively, and that I will continue to comply with that duty as required.

I confirm that I am not instructed under any conditional or other success-based fee arrangement and I confirm that I have no conflicts of interest.

I confirm that my report complies with the requirements of RICS – Royal Institution of Chartered Surveyors, as set down in the RICS practice statement *Surveyors acting as expert witnesses*.

Flat 8, 46 Lancaster Gate, London, W2 3NA

I understand my duty and I am aware of and I have complied with the requirements of the Civil Procedure Rule Practice Direction and as guidance also the CPR 35; PD 35; the practice direction on pre-action conduct and the guidance issued by the Civil Justice Council for the Instruction of Experts in Civil Claims 2014 and also the guidance published by the Royal Institution of Chartered Surveyors (RICS).



Adam Mazalla-Tomlinson
Chartered Surveyor (MRICS) and Barrister

Adam Mazalla-Tomlinson is Trading as Templar Consultants under the Company registered at Companies House and is an individual Regulated and registered with the RICS and named on the Bar Council directory and a Member of Middle Temple and an Unregistered Barrister for the purpose of providing some legal services; see a full explanation of the Bar Standards Board Regulations at the following online link:

https://www.barstandardsboard.org.uk/media/1787993/guidance_for_unregistered_barristers_barristers_without_practising_certificates_-_applying_legal_services_and_holding_out_november_2017.pdf



Flat 8, 46 Lancaster Gate, London, W2 3NA

My CV

Adam Mazalla-Tomlinson *BSc(Hons) PGDip Law PGDip PGDip MRICS*
Chartered Surveyor and Barrister (Called to the Bar 2004)

Adam Mazalla-Tomlinson is an Unregistered Barrister for the purpose of providing some legal services; see a full explanation of the Bar Standards Board Regulations at the following online link:
https://www.barstandardsboard.org.uk/media/1787993/guidance_for_unregistered_barristers_barristers_without_practising_certificates_supplying_legal_services_and_holding_out_november_2017.pdf



Telephone 0776 525 1270

Email adam@templarconsultants.com

On behalf of Templar Consultants

www.templarconsultants.com

Regulated by the RICS
Chartered Surveyor and Registered Valuer

Academic qualifications

BSc (Hons) Building Surveying Degree
Postgraduate Construction Law and Arbitration Diploma
Postgraduate Law Diploma
Postgraduate Legal Skills and Practice Diploma (Bar Vocational Course Diploma (*BVC*))

Professional qualifications and membership

Chartered Surveyor - Member of the Royal Institution of Chartered Surveyors (*MRICS*)
Barrister of the Honourable Society of the Middle Temple
Member of the Adjudication Society

Flat 8, 46 Lancaster Gate, London, W2 3NA

Photographs of Defects Identified



Water staining to walls and ceilings

























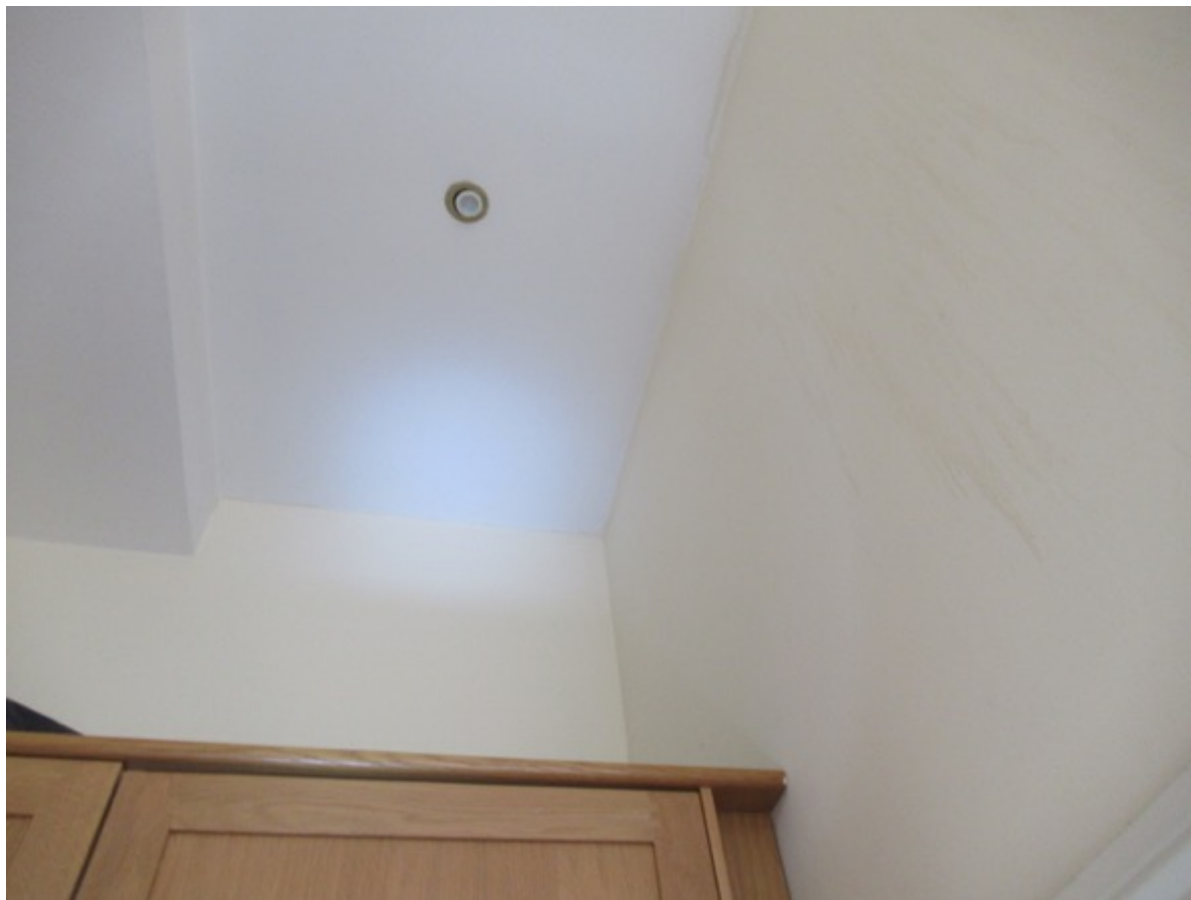


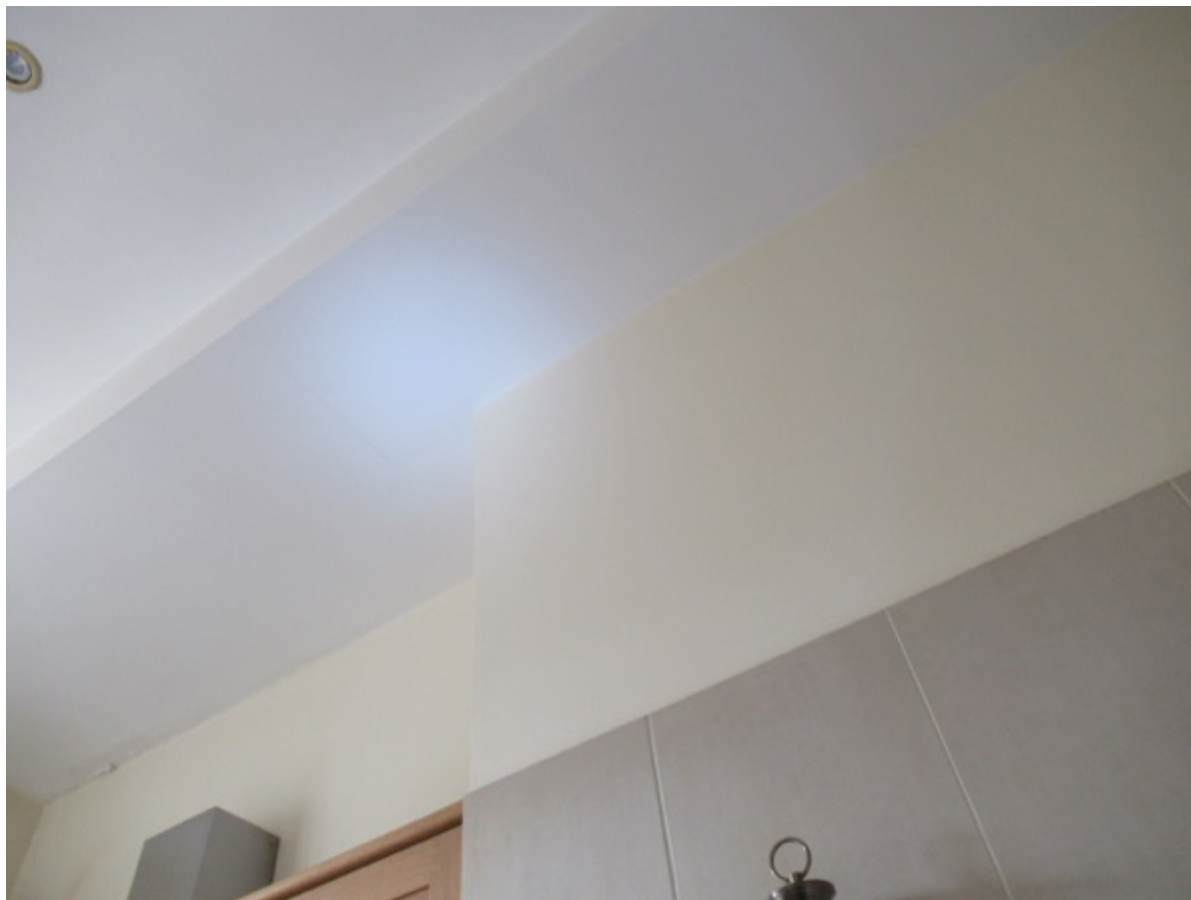
























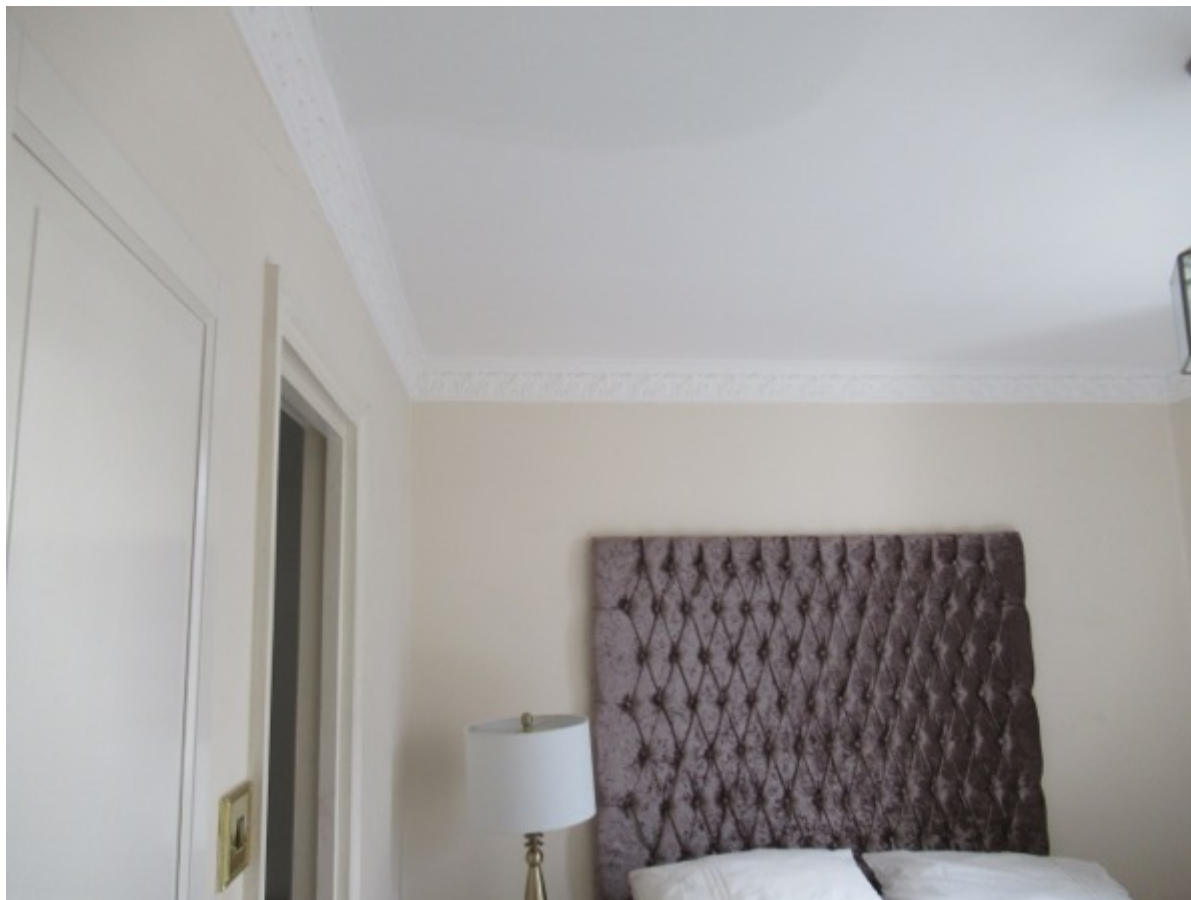




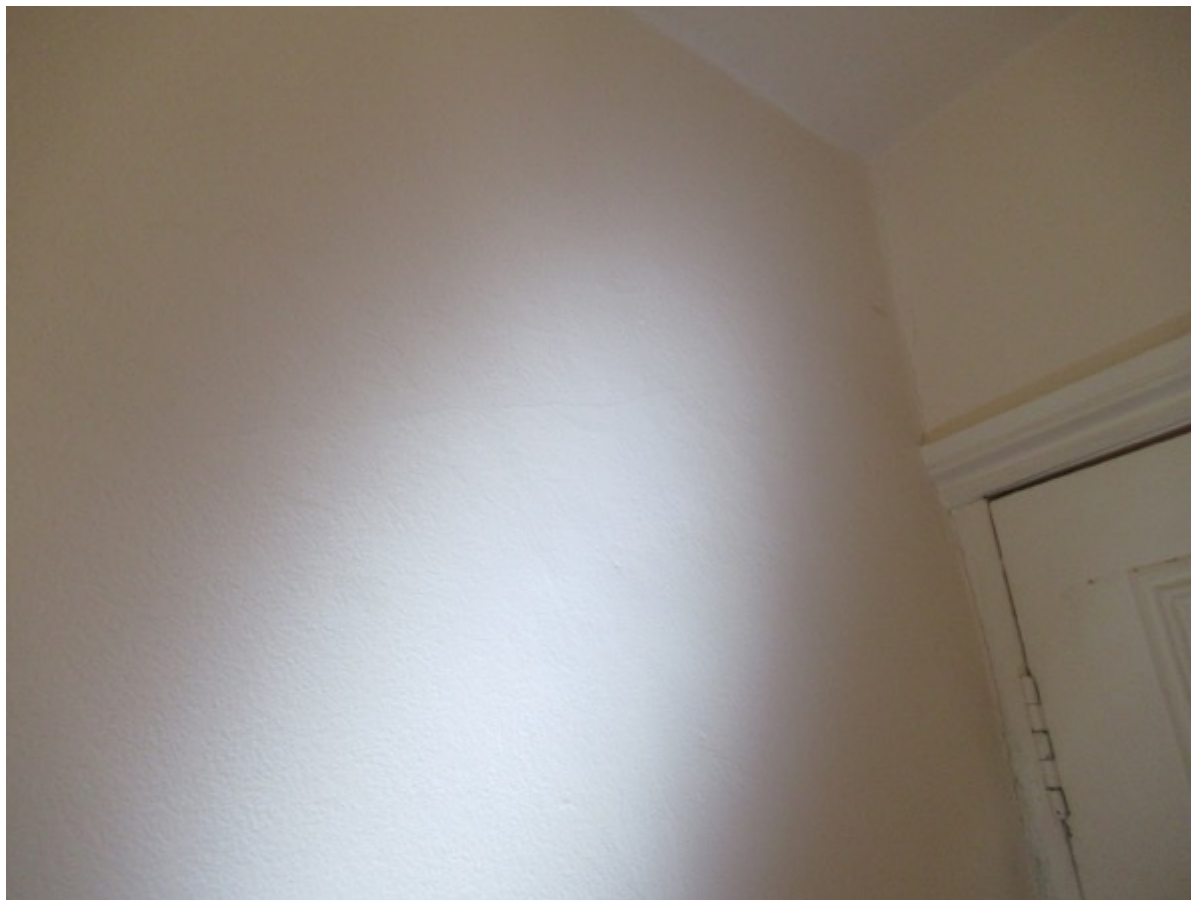












Flat 8, 46 Lancaster Gate, London, W2 3NA



Flat 8, 46 Lancaster Gate, London, W2 3NA



























Flat 8, 46 Lancaster Gate, London, W2 3NA



Flat 8, 46 Lancaster Gate, London, W2 3NA



Flat 8, 46 Lancaster Gate, London, W2 3NA



Flat 8, 46 Lancaster Gate, London, W2 3NA

Photographs at 13 February 2021











Flat 8, 46 Lancaster Gate, London, W2 3NA









Flat 8, 46 Lancaster Gate, London, W2 3NA



























Flat 8, 46 Lancaster Gate, London, W2 3NA



















Flat 8, 46 Lancaster Gate, London, W2 3NA





Flat 8, 46 Lancaster Gate, London, W2 3NA



Flat 8, 46 Lancaster Gate, London, W2 3NA

















Flat 8, 46 Lancaster Gate, London, W2 3NA





Flat 8, 46 Lancaster Gate, London, W2 3NA



























































