

Cemetery Lodge Remedial Work

RECOMMENDED that

- (i) The remedial works required are prioritised**
- (ii) A budget is set for works to be carried out in accordance with identified priorities**
- (iii) A contingency budget is set**
- (iv) Alternative accommodation for the tenant is identified and a budget is set**
- (v) Consideration be given to appointing a professional person to draw up the tender specification and oversee the works**

Background

Cemetery Lodge was let in 2007 and the original tenant continues to occupy it.

At a meeting of the Resources Committee held on Tuesday 7 April 2015 it was resolved to obtain a professional assessment of the cause of damp and the poor condition of the lintel above the cellar window.

4 companies were contacted; 3 companies provided free quotations but the company recommended by the builder who maintains Cemetery Lodge charged a survey fee of £90 so did not visit.

Quotations varied between £3,410 and £10,810 and there was a wide range of work suggested by the contractors.

The quotations were considered at a meeting of the Resources Committed held on 11th August 2015 where it was resolved that a full structural survey and a building survey of Cemetery Lodge be undertaken.

Morrison Blood was appointed to carry out a building survey and the report (Appendix 1) was presented to the Town Council on 15th December 2015. It was resolved that estimates be sought for the work identified in the report.

Elder and Froy carried out another inspection on 16 September 2015 and reported the damp problem has remained in the same condition on some walls but is now surfacing in other areas and is becoming worse. (Photographs taken during this inspection were shown to a meeting of the Resources Committee held on 20th October 2015). The tenant continues to keep the property in excellent condition working around the rotten skirting, flaking plaster etc and other symptoms of the damp. He is ventilating the property, heating through and using de-humidifiers to do all he can to minimise the damp.

An energy performance assessment (Appendix 2) was carried out on 8th October 2014 and the Energy Efficiency Rating for the Lodge is band G (rating 2) which is extremely poor. The average energy efficiency rating for a dwelling in England and Wales is band D (rating 60).

Report prepared 20 February 2016

For further information contact the Deputy Town Clerk, Tel: 01460 52149 or
email: town.council@ilminster.gov.uk

New regulations relating to energy efficiency are in the pipeline where the minimum energy efficiency standard will be set at a band E (EPC) rating for domestic private rented property. From 1 April 2016 tenants living in F and G rated homes will be able to request consent to energy efficiency measures from their landlord.

Landlord Responsibilities and Rights

In response to specific questions submitted by Councillors, Elder & Froy the Council's letting agents were asked to clarify the following points:

The lodge is let on an Assured Shorthold Tenancy on a rolling month to month contact. This means there is no current fixed period i.e. 6 months or 12 months. Under an assured shorthold tenancy the landlord is required to give two months' written notice and the tenant has to give one month's written notice to end the tenancy.

What rights does the existing tenant have regarding the landlord's obligations to undertake repairs and maintenance?

The property needs to be in a habitable condition. If the tenant does not feel the property is habitable he has the right to contact the local environmental health department who will visit to assess the property and make recommendations or orders to get any work done within a time period they deem fit. Should the works not be done fines are imposed.

The basic standards expected for a letting property are: be structurally stable, be free from serious disrepair, be free from dampness which could damage your health, this will not include condensation, have adequate provision for lighting, heating and ventilation, have an adequate piped supply of wholesome water, have enough space for facilities to prepare and cook food including a sink, have a suitably located toilet for the exclusive use of the occupants, have a wash hand basin and either a bath or shower with hot and cold water, and have effective, working drains. Wiring and electrics should be checked by a qualified electrician. Some insurers insist on regular checks and failure to carry out electrical checks could nullify your policy in the event of a fire.

The landlord is responsible for finding and paying for alternative accommodation whilst maintenance and repair work is being undertaken should the property not be habitable.

The landlord must give a minimum of 24 hours' notice prior to undertaking maintenance works.

The landlord may cease renting out the property with two months' notice by serving a section 21 notice on a rent payment date.

The property may be marketed with a sitting tenant but would restrict potential buyers.

The amount of rent may be reviewed with one month's written notice and the increase must be fair and realistic, i.e. in line with average local rents or the tenant can appeal.

Agenda No 14

What is your assessment of the lodge's future rental potential if the minimum standards are met? It is only a one bed so the rental market compared to 2 and 3 beds is smaller but it is a lovely unusual property and it could achieve between £550 and £595 per calendar month but it may take longer to find a tenant at the higher price.

Elder and Froy were unable to give a selling valuation for the property in time for this report, but Morrison Blood have estimated the current cost of reinstating the property in its present form for insurance purposes to be approximately £200,000.

Estimates

5 companies were contacted and sent a copy of the surveyor's report (Appendix 1) and details enabling them to inspect the property. 3 estimates were received.

Item Number	Summary Description	Contractor A	Contractor B	Contractor C
12	Roof structure and coverings	£4,700.00	£740.00	£5,250.00
13	Chimneys	£3,565.27	£1,350.00	£1,000.00
14	Rainwater Fittings	£337.36	£130.00	£1,950.00
15	Main Walls	£2,443.64	£750.00	£5,000.00
16	External Joinery	£3,843.86	£3,600.00	£5,000.00
19	Roof Space	£1,254.26	£460.00	£1,700.00
20	Ceilings	£3,523.86	£320.00	£3,000.00
21	Floors	£750.00	£200.00	£500.00
22	Internal Walls and Partitions	£9,786.36	Included in item 28	Included in item 28
23	Fireplaces	Included in item 13	Included in item 13	Included in item 13
24	Internal Joinery	£3,381.00	£800.00	£7,000.00
25	Internal Decorations	£5,022.00	See notes	£9,000.00
26	Timber Defects	£2,500.00		Included in item 24
28	Dampness	£6,350.00	£8,800.00	£8,000.00
29	Insulation	£1,105.00		£800.00
30	Electrical Installation	£3,500.00		£500.00
31	Gas	No mains gas is connected		
32	Water	£295.00	See Notes	£100.00
33	Heating	£7,850.00	£5,000.00	£14,000.00
Other	Removal of waste from site	£4,500.00		
Total		£64,707.61	£22,150.00	£62,800.00

Notes

Item 15 – Stone Walls

Further investigation will be required to ascertain the condition of timbers adjoining solid stone elevations – Contractors A and B have indicated that remedial works are not included in their estimate, Contractor C has not specified this and it is possible their higher estimate includes a PC sum for remedial works

Item 25 – Internal Decorations

Contractor B specifies replace/repair all damp affected joinery and skirting boards etc. Paint all woodwork and walls as required as part of Item 28 Dampness. It is likely Contractors A and C have included upgrading all decorations in their estimates.

Item 26 – Timber Defects

Contractor B has included treat all roof timbers for woodworm in item 12

Item 32 – Water

Improve insulation to water storage tank – Contractor B has stated water storage tank should be obsolete as there is a modern pressurised hot water system in place.

The contractors have specified the following exclusions within their estimates:

Contractor A has not included for the following:

- Building control fees
- Design costs, planning, structural engineer fees or regulation fees

Contractor B has not included for the following:

- Provision of either a gas or oil supply to the boiler
- Provision for possible rotten timber to the sub-floor

Contractor C has not included for the following:

- Access scaffold
- Wood treatment/preservation
- Masonry or leadwork to chimneys
- Carpets or floor coverings
- Incoming services or alterations