

My Decision

2.4 I have carefully considered all the documentation put to me as well as the points made at my site inspection on 6 August 2014. I also carried out my own inspection of the work for some two hours on 6 August, as paragraph 1.10.3 above. My findings on Mr and Mrs O'Callaghan's claim are as follows:

Quality of Workmanship

2.5 In overall terms I find that the quality of the workmanship to the bricklaying is very poor. Under the RICS/FMB Rules, I am not required to give reasons in this Decision, although I have briefly identified a number of points below:

- 1) There are a number of areas where the brick courses are significantly out of level.
- 2) The pattern of the quoin brickwork to both the front and rear corners of the right hand (as if standing in the drive) elevation quite clearly does not match that to the original house.
- 3) The brickwork bulges quite noticeably in places, particularly at high level to both the left hand and right hand gables.
- 4) The new brickwork to the right of the garage doors has been poorly cut in to leave a pointed joint significantly wider than the original (and still existing) brickwork in this location.
- 5) The width of the perpend joints varies to a significant extent.
- 6) The vertical alignment of the perpend joints deviates quite noticeably, particularly on the new gable brickwork.
- 7) The front corner to the right hand elevation wall leans out by some 30mm as was shown by the plumb bob which Mr and Mrs O'Callaghan had fixed to the wall in preparation for the site inspection.
- 8) The pointing has been poorly undertaken in places.

2.6 It is my opinion that the extent of the above defects are sufficient so as to make it most unlikely that localised repairs could be undertaken to effect a satisfactory result. I therefore find Mr and Mrs O'Callaghan's claim that the brickwork requires demolishing and re-building to be valid.

Insufficient Ties

- 2.7 As was confirmed by Mr Padfield at the site inspection on 6 August 2014, I understand there are insufficient ties at high level to the right hand gable wall so as to comply with the Building Regulations. No other investigation has been carried out to determine the position elsewhere, although it is reasonable to question whether this is satisfactory across the whole job. In any event, Loft Plan have already stated that this matter requires investigation and where necessary further ties to be installed.
- 2.8 Bearing in mind my finding on the quality of the brickwork as paragraph 2.6 above, this problem is effect falls away. In demolishing and re-building the brickwork it is unlikely that many of the existing ties could in any event be re-used.

Cavity Trays

- 2.9 At the site inspection on 6 August, Mr and Mrs O'Callaghan produced two photographs taken within the cavity immediately above the window opening on the left hand gable wall. These photographs were subsequently included within the documentation submitted by Mr and Mrs O'Callaghan as paragraph 1.11.4 above. The photographs show:
- 1) A build up of mortar debris in the cavity which Mr Padfield confirmed on 6 August was unacceptable.
 - 2) That the cavity tray had been fixed to the face of the membrane covering the timber frame, rather than being tucked in behind it. On site on 6 August, Mr Padfield said this was not a contravention of the Building Regulations.
- 2.10 I find that the position as shown on Mr and Mrs O'Callaghan's photographs is not acceptable. The cavities should be clear and in addition, the trays should be taken up under and behind and under the membrane to the timber wall. On this later point, the existing position to the left hand window may comply with the Building Regulations, but it is not good building practice.
- 2.11 As with the metal ties, the present position in respect of the other seven windows at Snowdrop Copse (this includes the kitchen window) remains to be discovered. On the balance of probability though, it would seem likely that similar defects exist. This matter, as well as the situation with the cavity wall ties, can however be readily addressed at little cost, when the brickwork is taken down and rebuilt.

3.00 QUANTUM

- 3.1 As Section 2 above, I therefore find that Mr and Mrs O'Callaghan's claim that the brickwork be taken down and rebuilt to be valid. In support of this claim they have put forward three estimates, the lowest being in the sum of £21,583.33 plus VAT (£25,900). Loft Plan say this quotation is excessive.
- 3.2 It is generally acknowledged that contractors are cautious about carrying out remedial work of this nature and it is often the case that when quotations are received they are high, sometimes very high, as compared to what might reasonably be anticipated. That is life. I have carefully considered all three estimates and in particular the lowest received from Steve's Building Services. Even allowing for my comment immediately above, I believe the quoted figure of £21,583.33 plus VAT is excessive. As has been confirmed by the parties I have therefore used my own expertise to assess a reasonable cost for the work, which I find to be £16,500.00 plus VAT which at 20% is £19,800.00. .

4.00 SUMMARY OF FINDINGS AND DIRECTIONS

Findings

4.1 I have summarized my findings as below:

- 1) That the defects in the workmanship to the new brickwork at Snowdrop Copse are sufficiently significant that it is necessary to demolish and re-build complete.
- 2) That where necessary, additional ties should be installed and remedial work undertaken to the cavity trays.
- 3) That Mr and Mrs O'Callaghan are not obliged to have Loft Plan undertake the works.
- 4) The reasonable cost for the work which I find to be necessary is £16,500.00, or £19,800.00 including VAT at 20%.

Directions

4.2 I therefore direct that:

- 1) Within 28 days of the date of this Decision, Loft Plan Designs Ltd shall make a payment to Mr and Mrs O'Callaghan of £19,800.00, reflecting the cost of remedial work.
- 2) If Loft Plan fail to make such payment in whole or in part, Mr and Mrs O'Callaghan shall be entitled to simple interest at a rate of 8% per annum on any outstanding amount, until payment is made.
- 3) I further direct that as Mr and Mrs O'Callaghan have been very largely successful in their claim, Loft Plan shall settle my own fees as separately invoiced.

Graham Ford, BSc, FRICS, FCI Arb
Adjudicator

19 August 2014