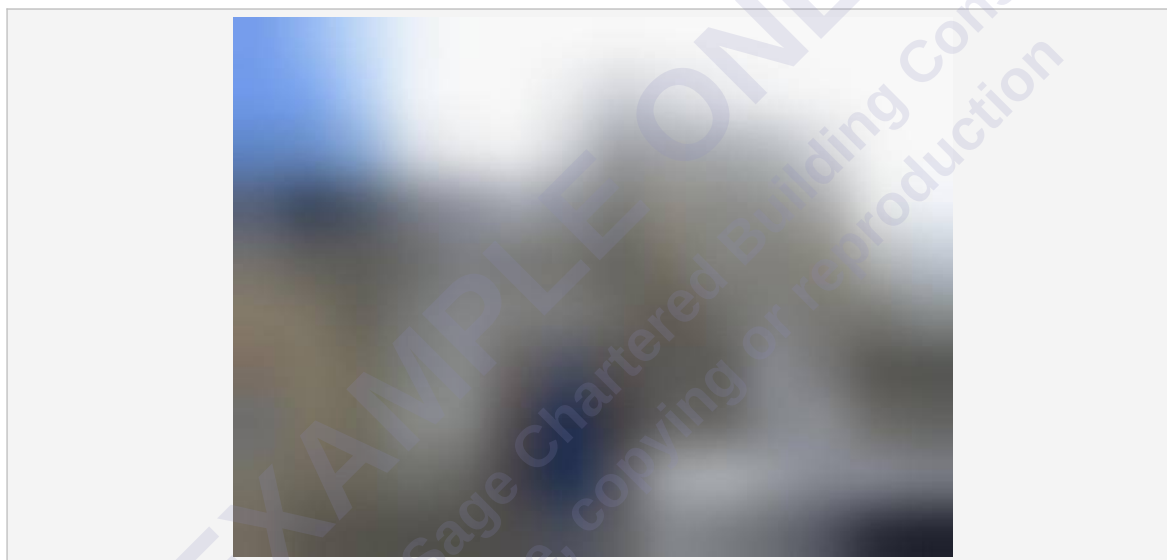


EXAMPLE REPORT. Names, addresses, references and other identifying details have been changed. Published by Site Sage to show the format and content of an expert witness report.

EXPERT WITNESS REPORT

CPR Part 35 Compliant

Flat 2, 10 Example Road, London, E1 0AA



Report reference	SS/EW/EXAMPLE/2026
Property	Flat 2, 10 Example Road, London, E1 0AA
Client	Example Housing Association
Instructing solicitor	Jane Doe, Instructing Solicitors LLP — Ref: AB/000000
Claimant / tenant	Mr John Smith
Prepared by	Dennis Brett MCIQB, FFPWS, LCGI, MPTS
Organisation	Site Sage Chartered Building Consultancy
Date of inspection	19 August 2026
Date of report	24 August 2026

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Appendices

Attached as separate documents and appended on final compilation.

- Appendix A — Scott Schedule (Flat 2, 10 Example Road, London E1 0AA)
- Appendix B — Photographic Appendices, arranged by area of inspection

1. Instructions

I have been instructed by Instructing Solicitors LLP (Ref: AB/000000), solicitors acting on behalf of Example Housing Association, to inspect the property known as Flat 2, 10 Example Road, London, E1 0AA and to prepare an Expert Witness Report in connection with a housing disrepair claim brought by the tenant, Mr John Smith, through Claimant Solicitors LLP (Ref: 000000) under the Pre-Action Protocol for Housing Condition Claims (England).

My instructions, contained in the letter of instruction from Instructing Solicitors LLP dated 5 August 2026, were to attend the property, carry out an inspection and to provide an independent expert opinion in accordance with CPR Part 35 addressing the following matters:

- whether I agree that the defects are as claimed in the Letter of Claim;
- whether any of the defects are structural;
- the cause of the defects;
- the age, character and prospective life of the property;
- a schedule of works;
- an estimate of the costs of repair; and
- whether the property is fit for human habitation.

I was further instructed that any costings of works to be undertaken should be provided by reference to the National Housing Federation Schedule of Rates. Costs are addressed in the Scott Schedule prepared alongside this report and are not repeated here.

Basis of instruction

The letter of instruction of 5 August 2026 asked me to arrange a joint inspection of the property and to prepare a joint inspection report and joint Scott Schedule with the expert appointed by the claimant. It became apparent on receipt of the enclosures that Mr Robert Jones MRICS of Other Surveyors Ltd, instructed through Reporting Agency Ltd on behalf of Claimant Solicitors LLP, had already inspected the property unilaterally on 25 July 2026, before my instruction, and had reported on the express basis that he was instructed as a Single Joint Expert on behalf of both parties. I am instructed that Example Housing Association did not agree to that appointment.

A joint inspection was therefore no longer possible. I have accordingly carried out a separate inspection of the property and this report is my own independent report prepared under CPR Part 35. I have had regard to Mr Jones's report where it is relevant to the matters on which I am asked to opine, and I identify below those matters on which my findings differ from his. My overriding duty is to the Court and is unaffected by the basis of my instruction.



2. Documents Relied Upon

This report has been prepared having regard to the following documents:

- Letter of Instruction from Instructing Solicitors LLP dated 5 August 2026;
- Letter of Claim from Claimant Solicitors LLP dated 17 June 2026, pleading eleven items of alleged disrepair;
- Form of Authority signed by Mr John Smith dated 11 June 2026;
- Letter of Instruction from Claimant Solicitors LLP to Reporting Agency Ltd dated 17 June 2026;
- Expert Witness Report and Scott Schedule of Proposed Reinstatement Works prepared by Mr Robert Jones MRICS of Other Surveyors Ltd, following inspection on 25 July 2026;
- My site inspection notes and contemporaneous photographic evidence obtained on 19 August 2026.

Documents not provided

No tenancy agreement has been provided to me. No repair history records, job records or computerised repair logs have been provided to me. The Letter of Claim pleads notice dates extending back to 2016 and relies upon reports said to have been made by telephone. In the absence of the landlord's repair records I have been unable to cross-reference the alleged notice dates against contemporaneous repair orders. This is a material limitation. Any conclusion as to the date upon which the landlord had notice, and therefore as to the period of any breach, must be read subject to this caveat. Should those records be disclosed I reserve the right to review and, if necessary, to amend the opinions expressed in this report.



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3. Expert Qualifications and Experience

My name is Dennis Brett MCIOB, FFPWS, LCGI, MPTS. I am a Registered Chartered Building Consultant and the Principal Surveyor of Site Sage Chartered Building Consultancy, a Registered Chartered Building Consultancy. I am a Member of the Chartered Institute of Building, CIOB Member No. 1224220; the Company CIOB No. is 1470587. I carry Professional Indemnity Insurance in the sum of £1,000,000.

I am a Fellow of the Faculty of Party Wall Surveyors (FFPWS), a Licentiate of the City & Guilds Institute (LCGI), and a Member of the Pyramus & Thisbe Society (MPTS), the learned society for professionals practising in party wall matters under the Party Wall etc. Act 1996.

I have over thirty-five years' experience in the construction and property sector, spanning trade practice, site management, building pathology and professional consultancy. My practice includes defect diagnosis, damp and moisture investigation, mould and condensation assessment, residential surveying, schedules of condition and dilapidations, and the assessment of landlord repairing obligations under the Landlord and Tenant Act 1985 and the Homes (Fitness for Human Habitation) Act 2018.

I am regularly instructed to prepare CPR Part 35 compliant expert witness reports in housing disrepair litigation, both on a single joint expert basis and on behalf of individual parties, and I have prepared such reports for registered providers of social housing and their legal representatives. I am familiar with the Housing Health and Safety Rating System and with the Pre-Action Protocol for Housing Condition Claims (England).

I confirm that I have no conflict of interest in this matter, that I have no connection with either party beyond my professional instruction, and that I understand my overriding duty is to the Court.



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4. Expert Duty and Compliance

I confirm that I understand my duty to the Court and that I have complied with that duty and will continue to comply with it. That duty overrides any obligation to the party from whom I have received instructions or by whom I am paid.

I confirm that I am aware of the requirements of Part 35 of the Civil Procedure Rules, Practice Direction 35, the Pre-Action Protocol for Housing Condition Claims (England), the Practice Direction on Pre-Action Conduct, and the Guidance for the Instruction of Experts in Civil Claims 2014, and that I have complied with them in the preparation of this report.

This report is independent, impartial and unbiased. The opinions I have expressed represent my true and complete professional opinions on the matters to which they refer. Where I have been unable to reach a concluded view on the evidence available to me, I have said so.

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5. Scope of Inspection and Limitations

I inspected Flat 2, 10 Example Road, London, E1 0AA on Wednesday 19 August 2026. I arrived at 12:00 and left the property at 14:30. The weather at the time of inspection was partly cloudy with an ambient temperature of approximately 21°C, and conditions were dry.

Mr John Smith, the tenant, was present throughout the inspection and granted access. No other party attended. The inspection was not a joint inspection, for the reasons given at Section 1 above.

The inspection was visual and non-intrusive. No opening-up or destructive investigation was carried out. No floor coverings were lifted, no sanitary fittings or panels were removed, and no drainage or pressure testing was undertaken. Moisture readings were taken with a Protimeter pin-type moisture meter at representative points in each accessible area. Readings are expressed as percentage wood moisture equivalent (%WME) and, on painted plaster, indicate relative electrical conductivity rather than an absolute moisture content.

Areas not inspected

I was unable to enter the basement store, referred to in the Letter of Claim as the cellar. The door to that store would open only a short distance because the tenant's household possessions were stacked immediately behind it, and the clear gap between the door opening and the balustrade to the basement stairs was too narrow for me to pass through. I was able to photograph the interior of the store through the partly open door but I could not enter it, could not inspect the wall and floor surfaces concealed behind the stored goods, and could not take any moisture readings within that space.

My findings in respect of pleaded item 7 are therefore confined to what was visible and perceptible from the doorway. I recommend that the tenant clears the stored contents and that a further inspection of that space is carried out if the matter remains in issue between the parties. I reserve the right to review my opinion on that item following any such re-inspection.

Further limitations

- No inspection was carried out of any adjoining or neighbouring property, nor of the separate flat situated above the ground floor of this property.
- No inspection was made of concealed elements, including the roof void of the building as a whole, sub-floor voids, or services within the fabric.
- This report reflects the condition of the property as observed on 19 August 2026 only and does not account for any subsequent change, deterioration or repair.
- No tenancy agreement and no repair history records were made available to me, as set out at Section 2 above.



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6. Methodology

The methodology I adopted comprised the following:

- review of the instruction documents, the Letter of Claim and the report of the claimant's expert prior to attending;
- external inspection of the elevations, roof coverings visible from ground level, rainwater goods, brickwork and pointing;
- internal inspection, room by room, of all accessible areas of the ground floor and basement;
- moisture meter testing with a Protimeter pin-type meter at representative points, including comparative readings in areas where no defect was alleged;
- assessment of ventilation provision, heating provision and occupancy conditions relevant to condensation risk;
- photographic recording of each area and of each defect identified, arranged by area of inspection;
- interview of the tenant during the inspection, with his account recorded neutrally; and
- assessment of each pleaded item against the landlord's statutory repairing obligations, considering and where possible excluding alternative causes.

In arriving at my opinion on causation I have in each case considered whether the condition observed is attributable to disrepair of the structure, exterior or installations; to condensation arising from the environmental conditions within the property; to normal thermal or moisture movement in building materials; to the age and fair wear and tear of the fabric; or to the conduct or use of the property by the occupants. Where more than one mechanism may be operating I have said so.

7. Property Description

The property is Flat 2, 10 Example Road, London, E1 0AA. Although Example Road forms the postal address, the entrance to the property is not from Example Road; it is taken from Barbers Square, at the corner junction of Barbers Square and Example Road. This is relevant to the description of the elevations later in this report, and I refer to the elevation containing the entrance door as the side elevation throughout.

The building is a Victorian end-of-terrace property of traditional solid brick construction, built in London yellow stock brickwork with a moulded rendered band over the ground floor openings. It was originally constructed as a single house and has since been converted into flats. There is a separate flat situated directly above the ground floor of the subject property, which does not form part of this demise and which I did not inspect.

The subject property is arranged over two levels, comprising the ground floor and the basement. The ground floor comprises two bedrooms, a living room and a kitchen. The basement comprises a shower room and bathroom accommodation, a bedroom and a store, together with the hallway serving those rooms.

Construction	Solid brick external walls, plastered and painted internally. No cavity and no wall insulation.
Roof	No principal roof forms part of this demise. The only roof element within the property is a mono-pitched Georgian wired glazed rooflight over the ground floor hall.
Windows	Traditional timber box-frame vertical sliding sash windows throughout, save for a single side-hung timber casement to the daughter's bedroom. All are single glazed. No trickle ventilators are fitted, the windows not being double glazed.
Floors	Suspended timber floors at ground floor level. Solid concrete floor at basement level.
Heating	Gas-fired combination boiler situated in the kitchen, serving radiators to each room.
Insulation	None. There is no loft or roof void within the demise capable of being insulated, and the solid brick walls are uninsulated, being plastered and painted directly.
Occupation	The tenant states that he has occupied the property since 1990. Five persons occupy the property.

Age, character and prospective life

The property dates from the Victorian period and is characteristic of nineteenth-century London terraced housing in this part of the East End: solid brickwork in lime mortar, timber box-frame sash windows, timber panelled entrance doors, lath or solid plaster finishes and a basement at semi-below-ground level. The character of the property, and the standard of repair reasonably to be expected of it, must be judged by reference to its age, character and locality, in accordance with section 11(3) of the Landlord and Tenant Act 1985.



Buildings of this construction, when maintained, have a very long prospective life. Solid brickwork in lime mortar is durable and, unlike modern cavity construction, is capable of being repaired and repointed indefinitely; timber box-frame sash windows are similarly repairable component by component rather than requiring wholesale replacement. The elements that determine the life of such a building in practice are the maintenance of the roof coverings and rainwater disposal, the periodic repointing of the brickwork, and the periodic re-puttying and redecoration of external joinery.

I found the property to be in sound structural condition. The brickwork is stable, there is no evidence of significant structural movement, and the general standard of repair I would describe as adequate. In my opinion there is no reason why the property should not remain in beneficial occupation for a further period well in excess of one hundred years, provided that a programme of cyclical external maintenance is implemented and maintained. The works I identify in this report are maintenance and repair items of the kind ordinarily to be expected in a building of this age and construction. None of them affects the structural integrity or the prospective life of the property.

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8. Inspection Findings

I attended the property on 19 August 2026 between 12:00 and 14:30 as set out above. I inspected the exterior of the property and each accessible room internally, and I took moisture readings at representative points. My findings are set out below, first in respect of the exterior and the general environmental conditions, and then in respect of each of the eleven pleaded items in the order in which they appear in the Letter of Claim.

8.1 External inspection

The external walls are of solid brickwork in London yellow stock brick. The brickwork is generally sound and stable. Pointing has weathered and is missing in isolated areas; the extent is not extensive and the condition is not, in my opinion, particularly bad for a building of this age. Localised repointing is appropriate as a maintenance item.

Cracking to the brickwork was observed at the right-hand corner of the property when viewed from the side elevation containing the entrance door, at the corner junction of Barbers Square and Example Road. The cracking is confined to the corner return. I saw no evidence of progressive or structural movement, no displacement of the brickwork, no distortion to openings and no associated internal cracking of a pattern that would indicate foundation movement. In my opinion this cracking is not structurally significant and is capable of repair by cutting out and repointing.

The rainwater goods are in satisfactory condition. I saw no evidence of blockage, overflow, displaced joints or saturation of the brickwork beneath the downpipes at the time of inspection.

The external joinery requires attention. The putty to the ground floor windows has dried, shrunk and become loose, and has fallen away in places. The external paintwork to the windows is weathered and requires redecoration. These are cyclical maintenance items which, if left, will permit water to reach the timber and will in time cause decay to the sashes and frames. Their remedy is addressed at Section 12 below.

The only roof element within the demise is the mono-pitched Georgian wired glazed rooflight over the ground floor hall.

8.2 Ventilation, heating and occupancy conditions

These matters are relevant to the causation of condensation and mould and I record them here for the assistance of the Court.

Mechanical extract	Extract fans are present and were tested and found to be working in the kitchen and in both bathrooms.
Natural ventilation	Ventilation is otherwise available through the opening windows and through a number of traditional air bricks. All windows were operable and capable of being opened.
Trickle ventilators	None fitted, the windows being single glazed timber sashes of traditional pattern.
Heating	A radiator is provided in each room. The heating was off at the time of inspection, the inspection having been carried out in the summer.
Condensation	Some evidence of condensation to the glazing was observed.

Occupancy	Five persons occupy the property. The property was very heavily furnished and contained a large volume of stored household goods.
Cooking	There was some evidence of cooking being carried out without the extract fan in use.
Obstruction	The tenant's own belongings obstruct access to, and affect the condition within, the basement store, as described at Section 5 above. Furniture and stored goods were placed hard against external walls within that store.
Cleanliness	The property was very dirty throughout at the time of inspection.

8.3 Summary of moisture meter readings

Elevated moisture meter readings were recorded in three locations only: the basement hallway, the second hallway at ground floor level, and the bathroom. Readings taken elsewhere in the property, including in the living room and in each of the bedrooms, were within dry parameters. No moisture readings could be taken in the basement store for the reasons given at Section 5.

Location	Reading	Comment
Basement hallway, base of masonry wall to the right of the bathroom entrance door	Elevated — damp band	Affected to approximately 1.00m above floor level
Second hallway, ground floor, right-hand side of the kitchen entrance door	In excess of 20% WME	Affected to approximately 1.00m above floor level
Bathroom, area of the bath and WC pan	Very high — saturated	Consistent with an active leak
Basement store	No reading possible	Access could not be gained
Living room, bedrooms and remaining areas	Within dry parameters	No elevated readings recorded

I record for completeness that pin-type meter readings taken on painted plaster measure electrical conductivity and may be influenced by hygroscopic salt contamination in a wall which has previously been wetted but which is now dry. Where that consideration affects my opinion on a particular item I have said so.

8.4 Item 1 — Front door

As pleaded

"Our client's front door is misaligned, meaning our client is unable to securely close or lock the door. This presents a security risk. First reported in or around 2025, most recently in or around May 2026."

Findings on inspection

The entrance door is a double timber panelled door in keeping with the character and period of the property. Viewed from inside the property, the left-hand leaf stands very slightly proud of the right-hand leaf.

Notwithstanding that slight difference in plane, the door operates correctly and is fit for purpose. I tested the door and its ironmongery. All locks operate and engage correctly. On pushing the upper leaf in, the bolt locks without difficulty and without any problem. The door closes fully and secures.

There are some cracks to certain of the timber panels, through which a small amount of daylight can be seen. These are shrinkage splits of the kind ordinarily found in a solid timber panelled door of this age, and they can properly be dealt with by filling when the doors are next prepared and redecorated as part of cyclical maintenance.

The decorative condition of the door is good. Timber doors of this construction exhibit a degree of differential movement between the seasons as the timber takes up and gives off moisture; that behaviour is normal, is not a defect, and is a characteristic of the material.

The tenant reported to me that he felt insecure. I record his account. On the evidence of my own examination the security provisions of the door are adequate, the locks engage and the door secures.

Expert conclusion

Defect accepted?	Not accepted
Structural?	No. No structural issue arises.
Remedial works	No remedial works are required to the entrance door. Filling of the panel shrinkage splits should be carried out when the door is next redecorated as a cyclical maintenance item.
Photographic reference	Appendix B — Front door

8.5 Item 2 — Windows throughout

As pleaded

“Throughout our client’s property, the window frames are in a state of disrepair. This has led to mould growth in the window frames, as well as cracking on the window frames, windowsills, and surrounding walls. Further, the windows allow draughts into the property. First reported in or around 2024, most recently in or around late 2024/early 2025.”

Findings on inspection

The windows are traditional timber box-frame vertical sliding sash windows, save for a single side-hung casement to the daughter’s bedroom. Internally, all of the windows function. Each was opened and closed during my inspection.

The front bedroom window presents a particular condition which I deal with here because it is repeated in the pleaded items relating to the individual bedrooms. The sash weights to that window are too heavy for the sash, with the result that the sash is lifted slightly away from its seal. The window can be pushed down and locked in position and it remains functional. This is a matter of adjustment, not of disrepair to the structure.

I did not identify mould growth to the window frames. I did not identify cracking to the window frames, sills or surrounding walls of a character or extent that would indicate structural movement. Such minor cracking as is present at junctions between differing materials is consistent with normal thermal and moisture movement and with the age of the finishes.

The condition which I do accept, and which is common to all of the box-frame windows, is external. The putty to the external glazing has dried out, shrunk and become loose, and has fallen away in places. Where putty has failed, water is able to reach the glazing rebate and, in due course, the timber. Left unattended this will lead to decay of the sashes and frames.

The windows also require redecoration, externally and internally. The external decoration is a protective coating to the structure and exterior of the dwelling; the internal decoration is not.

Expert conclusion

Defect accepted?	Accepted in part
Structural?	No. The windows are not structurally defective.
Remedial works	Rake out and renew all defective external putty to the box-frame windows and reglaze where necessary; prepare and redecorate the external joinery. Ease and adjust sashes where necessary. No renewal of window frames is required. Internal redecoration is addressed at Section 10 below.
Photographic reference	Appendix B — Windows and individual room appendices

8.6 Item 3 — Living room

As pleaded

"In our client's living room, the wooden window frames are cracked, allowing draughts to enter and leaving the property cold. This has caused damp and mould on the walls and ceiling. First reported on or around 2016, most recently on or around May 2026."

Findings on inspection

The living room is situated to the left of the entrance door when viewed from inside the property.

The windows to the living room are in satisfactory condition and are functional. They open, close and secure. Such movement as is present at the junctions of the frames is differential movement of the timber of the kind described at item 2 above and is not disrepair.

The living room requires redecoration internally, and the external putty and external decoration to the living room windows require renewal in common with the remainder of the property.

I took moisture readings at representative points to the walls and ceiling of the living room. All readings were within dry parameters. I identified no damp and no mould growth to the walls or ceiling of the living room. The pleaded allegation of damp and mould in this room is therefore not supported by the physical evidence at the time of my inspection.

Expert conclusion

Defect accepted?	Accepted in part — the external putty and external decoration only. The alleged damp and mould are not accepted.
Structural?	No.
Remedial works	Renew defective external putty and redecorate externally, as item 2. No works are required to remedy damp or mould in this room because none was found.
Photographic reference	Appendix B — Living Room

8.7 Item 4 — Kitchen

As pleaded

"In our client's kitchen, the wooden window frames are broken, and the patio lock is broken. Our client says this has occurred due to the property being old. Additionally, the flooring is raised and damaged in places due to water ingress. First reported in or around 2016, most recently in or around May 2026."

Findings on inspection

I examined the kitchen windows and doors. Everything is functional. The window frames are not broken. The doors show evidence of previous repairs having been carried out and all operate correctly.

I noted that the tenant has fitted net curtains internally, behind the security bars. The nets become caught in the window when it is closed, with the result that the window cannot be closed fully. That is a consequence of the tenant's own fitting of the nets and not of any defect in the window. It is capable of immediate remedy by the tenant.

The kitchen joinery does require redecoration, internally and externally, and I recommend that this is carried out.

I did not find the flooring to be raised or damaged by water ingress. Moisture readings to the kitchen were within dry parameters.

Expert conclusion

Defect accepted?	Accepted in part — external redecoration and putty renewal only
Structural?	No.
Remedial works	Renew defective external putty and redecorate the external joinery. No renewal of window frames, patio lock or flooring is required. The tenant should release the net curtains from the window closure.
Photographic reference	Appendix B — Kitchen

8.8 Item 5 — Hallway

As pleaded

"In the hallway, there are water stains on the walls outside of the bathroom, these are wet to touch and have caused the paint to bubble, and become damaged. First reported in or around December 2025."

Findings on inspection

This item concerns the hallway at basement level. I identified dampness to the base of the masonry wall on the right-hand side of the entrance door to the bathroom.

High moisture meter readings were recorded in that location. The affected zone extends to approximately the first one metre in height above floor level. The pattern of the dampness — confined to the base of the wall, extending upward to a broadly consistent height, and accompanied by disruption of the decorative finish — is characteristic of rising dampness rather than of a plumbing leak or of penetrating damp from above.

In my opinion, on the balance of probabilities, the cause is a defective or absent damp proof course to the basement wall. That is a defect to the structure of the dwelling.

I recommend that a damp survey is obtained from a specialist damp-proofing contractor before works are put in hand, and that the works are carried out by a contractor able to offer an insurance-backed guarantee, so that the landlord obtains the benefit of a warranty for the remedial work.

Expert conclusion

Defect accepted?	Accepted
Structural?	The defective damp proof course is a defect to the structure of the dwelling. It is not a matter of structural instability.
Remedial works	Obtain a specialist damp survey. Install a chemical injection damp proof course; hack off the affected plaster and renew with a waterproof render to approximately 1.00m above floor level; make good and redecorate the affected area as making good following the landlord's works.
Photographic reference	Appendix B — Hallway

8.9 Item 6 — Second hallway

As pleaded

"In the second hallway, there are water stains on the walls and flooring, this is outside the kitchen, and has originated from the leak from ground floor into the cellar. First reported in or around 2021, most recently in or around 2025."

Findings on inspection

This item concerns the second hallway at ground floor level. For the avoidance of doubt, the damp patch described at item 5 above is to the right-hand side of the bathroom entrance door at basement level; the damp described in this item is a separate area.

I identified dampness to the right-hand side of the entrance to the kitchen, extending to approximately one metre up the wall. Moisture meter readings in that area were in excess of 20% WME.

The tenant reported a previous leak from above. The plaster in the affected area appears to be contaminated. Salt contamination of plaster following a historic leak is hygroscopic: it will continue to attract moisture from the air and will continue to register elevated readings and to disrupt decorations even after the original source of water has been stopped. That mechanism accounts for the condition I observed.

There is, in my opinion, dampness present in this area. The appropriate remedy is directed at the contaminated plaster rather than at any continuing water source, no continuing source having been identified by me at the time of inspection.

Expert conclusion

Defect accepted?	Accepted
Structural?	No.
Remedial works	Hack off and remove the contaminated plaster to the affected area and render the wall; make good and redecorate as making good following the landlord's works.
Photographic reference	Appendix B — Second Hallway

8.10 Item 7 — Cellar (basement store)

As pleaded

"In our client's cellar, there are water stains from the leak on the ground floor. First reported in or around 2021, most recently in or around 2025. Indeed, the Defendant has sent out contractors in the past, who were unable to resolve the issue."

Findings on inspection

I should first record that the space referred to in the Letter of Claim as the cellar is not, strictly speaking, a cellar. It is a store situated within the basement, the basement itself forming part of the living accommodation of the property.

As set out at Section 5 above, I was unable to enter this space. The door would open only a short distance because the tenant's household items were stacked immediately behind it, and the gap between the door opening and the balustrade to the basement stairs was too narrow for me to pass through. I could not take any moisture meter readings in this space.

From the doorway I could detect a smell of mould and I could see some mould growth. I did not see any obvious signs of damp, in the sense of water staining, tide marks or active water penetration.

The store has no ventilation apart from a vent in the door. That provision is, in my opinion, inadequate for a below-ground storage space of this kind. The space is filled with the tenant's possessions, which are placed hard against the wall surfaces and which prevent air movement across those surfaces.

In my opinion, on the evidence available to me, the mould growth in this space is a condensation issue arising from inadequate ventilation combined with the volume of stored goods obstructing air movement, rather than the consequence of a leak from the ground floor as pleaded. I emphasise that this opinion is reached without the benefit of entry, of moisture readings, or of sight of the wall surfaces concealed behind the stored goods, and I reserve the right to review it following a re-inspection with the space cleared.

Expert conclusion

Defect accepted?	Accepted in part — mould growth is present, but not for the pleaded cause
Structural?	No.
Remedial works	Improve the ventilation to the store. The tenant should clear the stored contents to permit air movement across the wall surfaces and to permit inspection. Re-inspection is recommended before any further works are specified.
Photographic reference	Appendix B — Cellar

8.11 Item 8 — Bathroom

As pleaded

"In the bathroom, there is a leak under the bath and toilet which is causing damp and mould. Our client advises this is an active leak. First reported in or around 2025, most recently in or around June 2026."

Findings on inspection

I identified a leak behind the toilet pan. It is possible that the leak originates beneath the bath and is running behind the toilet pan. Very high, saturated moisture meter readings were recorded in this area. In my opinion the cause, on the balance of probabilities, is a leaking or dripping pipe.

This is an installation for sanitation within the meaning of section 11(1)(b) of the Landlord and Tenant Act 1985 and the landlord is under a duty to keep it in repair and proper working order.

Opening up and investigation works are required in order to locate and cure the leak. That will involve removing tiles, opening part of the stud partitioning behind the toilet pan, and removing the bath panel. The bath panel will require replacement. Following the repair, the plasterboard and the tiling will require reinstatement.

I regard this item as requiring attention on a priority basis. Although the leak is small, water escaping continuously within a partition is detrimental to the fabric of the property and will cause progressive damage to the plasterboard, the partition framing and the adjoining finishes if it is left unattended.

Expert conclusion

Defect accepted?	Accepted
Structural?	No. The defect is to an installation for sanitation, not to the structure.
Remedial works	Carry out opening up and investigation works: remove tiling and part of the stud partitioning behind the toilet pan, and remove the bath panel. Locate and repair the leaking pipework. Reinstall plasterboard and tiling, renew the bath panel, and make good and redecorate as making good following the landlord's works.
Photographic reference	Appendix B — Bathroom

8.12 Item 9 — Client's bedroom

As pleaded

"In our client's bedroom, the patio door hinges are broken on one of the doors and thus the door cannot be used. Additionally, the window frame is broken. This has led to damp and mould developing on the inside of the window frame, cracks along the surrounding area and walls, as well as draughts to enter the property. First reported in or around December 2025, most recently in or around May 2026."

Findings on inspection

I examined the French doors to this room. A new hinge is required to the right-hand side of the French door leaf when viewed from outside. One hinge only is required. The doors otherwise operate satisfactorily; it is not correct that the door cannot be used. Nonetheless the hinge is required and I accept that item.

The window frame to this room is not broken. Its condition is as described at item 2 above, namely that the external putty has failed and that external redecoration is required.

Moisture readings taken to this room were within dry parameters. I identified no damp and no mould growth to the inside of the window frame or to the surrounding walls. Such cracking as is present is consistent with normal thermal and moisture movement and is not structural.

Expert conclusion

Defect accepted?	Accepted in part — the hinge is accepted. The broken window frame, damp, mould and cracking are not accepted.
Structural?	No.
Remedial works	Renew one hinge to the right-hand side of the French door leaf. Renew defective external putty and redecorate externally as item 2.
Photographic reference	Appendix B — Master Bedroom

8.13 Item 10 — Daughter's bedroom

As pleaded

"In our client's daughter's bedroom, the wooden window frames are broken. This has led to cracks developing around the window frame and along the wall, and to the window frame allowing draughts into the room. First reported in or around 2016, most recently in or around May 2026."

Findings on inspection

The window to this room is the single side-hung timber casement referred to at Section 7 above. It is situated in the side elevation, that being the elevation in which the entrance door is located.

The window frame is not broken. The putty to the side elevation requires renewal, and the window requires easing and adjusting where necessary and redecoration.

Moisture readings to this room were within dry parameters. The cracking around the window frame and along the wall is consistent with normal thermal and moisture movement in a solid-walled building of this age and is not evidence of structural movement.

Expert conclusion

Defect accepted?	Accepted in part — renewal of putty, easing and adjustment and redecoration are accepted. The broken window frame and structural cracking are not accepted.
Structural?	No.
Remedial works	Renew putty to the side elevation windows; ease and adjust the casement where necessary; prepare and redecorate externally.
Photographic reference	Appendix B — Daughters Bedroom

8.14 Item 11 — Son's bedroom

As pleaded

"In our client's son's bedroom, the wooden window frames are broken. This has led to cracks developing around the window frame and along the wall. Additionally, the window cannot shut properly, leading to draughts. First reported in or around 2016, most recently in or around May 2026."

Findings on inspection

This is the front bedroom, situated to the right of the entrance door when viewed from inside the property and to the left when viewed from outside. The condition of this window is that described at item 2 above: the sash weights are too heavy for the sash, with the result that the sash is lifted slightly away from its seal. The window can be pushed down and locked in position and it remains functional.

The window frame is not broken. The window is capable of being shut and secured. The remedy is adjustment of the sash weights, not renewal of the window.

Moisture readings to this room were within dry parameters. Such cracking as is present around the window frame and along the wall is consistent with normal thermal and moisture movement and is not structural.

The external putty and external decoration to this window require renewal in common with the remainder of the property.

Expert conclusion

Defect accepted?	Accepted in part — renewal of external putty and external redecoration, and adjustment of the sash, are accepted. The broken window frame and the allegation that the window cannot be shut are not accepted.
Structural?	No.
Remedial works	Adjust the sash weights and ease and adjust the sash so that it closes onto its seal. Renew defective external putty and redecorate externally.
Photographic reference	Appendix B — Sons Bedroom



9. Defect Analysis and Causation

I set out below my analysis of causation in respect of each mechanism identified, having considered and where appropriate excluded the alternative explanations available on the evidence.

9.1 Rising dampness to the basement hallway — item 5

The dampness to the base of the masonry wall in the basement hallway is confined to the lowest approximately one metre of the wall, extends to a broadly consistent height, and is accompanied by disruption of the decorative finish. I considered the following alternative causes.

- A plumbing leak. The affected zone is at the base of the wall and rises from it; a leak within or above the wall would produce a descending pattern with staining above the affected area. No pipework runs were identified in the affected zone. I exclude this cause.
- Penetrating damp through the wall from outside. The wall in question is a basement wall in contact with the ground for part of its height. Penetrating damp cannot be wholly excluded, but the horizontal upper limit of the affected zone at approximately one metre is characteristic of capillary rise terminating where the rate of evaporation matches the rate of rise, rather than of penetration, which follows the geometry of the external defect.
- Condensation. Condensation produces surface mould and surface deterioration, typically at cold bridges, in corners and behind furniture, and does not produce a defined horizontal upper limit to the affected zone at low level. I exclude condensation as the principal mechanism here.

In my opinion, on the balance of probabilities, the cause is a defective or absent damp proof course to the basement wall. That is a defect to the structure of the dwelling within section 11(1)(a) of the Landlord and Tenant Act 1985. I recommend that the specialist damp survey I have proposed confirms the mechanism before the remedial specification is finalised.

9.2 Salt-contaminated plaster to the second hallway — item 6

The dampness to the ground floor second hallway is associated with a previous leak from above, reported by the tenant, and with plaster which appears to be contaminated. Where plaster has been wetted by a leak containing dissolved salts, those salts remain in the plaster after the leak has been stopped. They are hygroscopic: they draw moisture from the air, keep the plaster damp, register elevated readings on a conductance meter and continue to disrupt decorations. Redecoration over such plaster fails repeatedly, which is consistent with the history described to me.

I identified no continuing source of water in this area at the time of my inspection. In my opinion, on the balance of probabilities, the condition is the residual consequence of the historic leak and the appropriate remedy is directed at the contaminated plaster rather than at any continuing source. Removal and renewal of the affected plaster is a repair to the structure of the dwelling and falls within section 11(1)(a).

9.3 Escape of water in the bathroom — item 8

The very high, saturated readings recorded in the area of the bath and WC pan, together with the visible leak behind the toilet pan, indicate an active escape of water from pipework serving the sanitary fittings. I considered whether the condition could be attributable to condensation, to splashing in use, or to failed sealant. The magnitude of the readings and their concentration at the base of the partition are not consistent with condensation or with surface water from use, both of which produce lower and more diffuse readings and affect exposed surfaces rather than the interior of a partition.

In my opinion, on the balance of probabilities, the cause is a leaking or dripping pipe serving the bath or the WC. This falls squarely within the landlord's obligation under section 11(1)(b) to keep in repair and proper working order the installations in the dwelling for sanitation, including basins, sinks, baths and sanitary conveniences. The leak cannot be precisely located without opening up, and I have specified investigation works accordingly.

9.4 Mould growth in the basement store — item 7

I detected a smell of mould and observed mould growth in the basement store, but no obvious signs of damp in the sense of water staining or active penetration. The store has no ventilation other than a vent in the door, which is inadequate for a below-ground storage space. The space is filled with the tenant's stored possessions placed hard against the wall surfaces, which prevents air movement across those surfaces and creates the still, cool conditions in which surface condensation and mould develop.

The Letter of Claim attributes the condition of this space to a leak from the ground floor. I found no evidence of such a leak from the position available to me. In my opinion, on the evidence available, the mould growth is attributable to condensation arising from inadequate ventilation and obstructed air movement. Both the ventilation provision and the clearance of the tenant's own belongings are relevant, and they engage different responsibilities: the adequacy of ventilation to the space is a matter for the landlord to address, whereas the clearance of the tenant's own stored possessions is a matter for the tenant in the exercise of his duty to use the premises in a tenant-like manner.

I repeat that this opinion is reached without entry to the space, without moisture readings and without sight of the concealed wall surfaces, and that I reserve the right to review it on re-inspection.

9.5 Failed external putty and external decoration — items 2, 3, 4, 9, 10 and 11

The failure of the external glazing putty is common to the box-frame windows throughout the property. Linseed oil putty has a finite life; it hardens, shrinks and loses adhesion over a period of years and requires periodic renewal as part of the cyclical external maintenance of a building of this construction. Where the putty has failed, water reaches the glazing rebate and then the timber, and decay of the sashes and frames follows.

This is not a defect that has arisen from any act of the tenant. It is the consequence of the passage of time and of a want of cyclical maintenance to the exterior. The remedy is renewal of the putty and redecoration of the external joinery. Carried out now, this is a modest maintenance operation; deferred further, it will lead to timber decay and to the very much greater expense of splicing or renewing sashes and frames.

9.6 Cracking and draughts — items 2, 3, 9, 10 and 11

Cracking is pleaded in relation to the window frames, sills and surrounding walls in a number of rooms. The cracking I observed is fine, is located at junctions between differing materials and at the perimeters of openings, and shows no displacement, no progressive pattern and no distortion of openings. Cracking of this character is the normal consequence of thermal and moisture movement in a solid-walled Victorian building with plaster finishes applied directly to the masonry. It is not structural disrepair and it does not require structural remedy.

Draughts through single-glazed timber sash windows are a characteristic of that form of construction. The property is not, and is not required to be, constructed to modern standards of air tightness or thermal performance. The standard of repair to be expected is that appropriate to the age, character and locality of the property, in accordance with section 11(3) of the 1985 Act. Easing and adjustment of the sashes, and renewal of defective putty, will materially reduce air infiltration; renewal of the windows is neither required nor proportionate.

9.7 Tenant conduct and occupancy contribution

I am required to consider whether the conduct or use of the property by the occupants has contributed to the conditions found. In my opinion the following matters are relevant and I record them neutrally for the assistance of the Court:

- The property is occupied by five persons and was very heavily furnished and stored at the time of my inspection. Occupancy loading of that order generates a substantial moisture vapour burden within a solid-walled, uninsulated and single-glazed building.
- There was some evidence of cooking being carried out without the kitchen extract fan in use, notwithstanding that the fan was present and working.
- Some condensation to the glazing was observed.
- The basement store is filled with the tenant's own possessions, placed hard against the wall surfaces, obstructing both access and air movement. That obstruction prevented my inspection of the space and is, in my opinion, a material contributor to the mould growth found there.
- The net curtains fitted by the tenant to the kitchen window prevent that window from closing fully.
- The property was very dirty throughout at the time of my inspection.

None of these matters displaces the landlord's liability for the items I have accepted at Section 8 above. They are, however, directly relevant to the causation of surface mould in the basement store and to the general humidity conditions within the property, and to the tenant's own duty to use the premises in a tenant-like manner.

10. Liability and Repairing Obligations

10.1 The statutory framework

Section 11(1) of the Landlord and Tenant Act 1985 implies into the tenancy a covenant by the landlord to keep in repair the structure and exterior of the dwelling-house, including drains, gutters and external pipes; to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation, including basins, sinks, baths and sanitary conveniences; and to keep in repair and proper working order the installations for space heating and heating water.

Section 11(3) provides that in determining the standard of repair required, regard is to be had to the age, character and prospective life of the dwelling-house and to the locality in which it is situated. That provision is of direct relevance to a Victorian solid-walled property of this kind.

Section 11(2)(a) provides that the covenant does not impose on the landlord any obligation to carry out works or repairs for which the tenant is liable by virtue of his duty to use the premises in a tenant-like manner. That duty, as explained in *Warren v Keen* [1954] 1 QB 15, requires the tenant to do the little jobs about the place which a reasonable tenant would do, and includes keeping the property reasonably clean, ventilating it, and not damaging it wilfully or negligently.

Section 9A of the 1985 Act, inserted by the Homes (Fitness for Human Habitation) Act 2018, implies a covenant that the dwelling is fit for human habitation at the commencement of the tenancy and will remain so throughout. Section 10 sets out the matters to which regard is to be had in determining fitness, and includes freedom from damp, ventilation, and any prescribed hazard under the Housing Health and Safety Rating System.

The section 11 obligation to repair arises upon notice, actual or constructive. In the absence of the landlord's repair records I am unable to determine when notice was given in respect of any item, and my conclusions on liability are expressed as at the date of my inspection.

10.2 Decoration — the position on the evidence

I was asked to address whether the landlord or the tenant is responsible for decoration, external and internal. The position is as follows.

External decoration falls within the landlord's obligation under section 11(1)(a). Painting of external joinery is not, on these facts, a cosmetic operation: it is the protective coating which, together with sound glazing putty, keeps water out of the timber and prevents decay of the sashes and frames. Where external decoration and putty have failed to the point that the structure and exterior are exposed to deterioration, their renewal is a repair to the exterior and is the landlord's responsibility. I accordingly attribute the renewal of external putty and the redecoration of external joinery throughout the property to the landlord.

Internal decoration is not a landlord obligation under section 11. It falls to the tenant under the tenant-like manner duty preserved by section 11(2)(a). Accordingly, the internal redecoration of the windows and rooms which I have identified as requiring redecoration is, as a standalone item, the tenant's responsibility and I have costed it at nil against the landlord in the Scott Schedule.

There is one qualification, and it is important. Where internal plaster or decoration has to be disturbed in order to carry out a repair for which the landlord is liable, the making good and redecoration of the disturbed area is part of the cost of that repair and is the landlord's responsibility. That qualification applies here to three items only: the damp proof course works to the basement hallway at item 5; the removal and renewal of contaminated plaster to the second hallway at item 6; and the opening up, repair and reinstatement works to the bathroom at item 8. In each of those cases the redecoration I have allowed is conditional upon, and consequential to, the landlord's own confirmed works. It is not an allowance for standalone redecoration.

10.3 Summary of liability — pleaded items

Item	Location	Expert conclusion	s.11 breach	Responsibility
1	Front door	Not accepted	No	None — no works required
2	Windows throughout	Accepted in part	Yes — external only	Landlord: external putty and decoration. Tenant: internal decoration
3	Living room	Accepted in part	Yes — external only	Landlord: external putty and decoration. Damp and mould not found
4	Kitchen	Accepted in part	Yes — external only	Landlord: external putty and decoration. Nets are a tenant matter
5	Hallway (basement)	Accepted	Yes	Landlord — defective damp proof course
6	Second hallway	Accepted	Yes	Landlord — contaminated plaster following historic leak
7	Cellar (basement store)	Accepted in part	Ventilation only	Landlord: ventilation. Tenant: clearance of own belongings
8	Bathroom	Accepted	Yes — s.11(1) (b)	Landlord — active leak to sanitary installation. URGENT
9	Client's bedroom	Accepted in part	Yes — hinge and external only	Landlord: one hinge, external putty and decoration
10	Daughter's bedroom	Accepted in part	Yes — external only	Landlord: putty, easing and adjustment, external decoration
11	Son's bedroom	Accepted in part	Yes — external only	Landlord: sash adjustment, external putty and decoration

Costs for each accepted item are set out in the Scott Schedule prepared alongside this report and are not repeated here.

10.4 Additional matters observed — CPR 35.3

The following matters were observed by me during my inspection. They do not form part of the pleaded claim and are reported solely in fulfilment of my overriding duty to the Court under CPR 35.3, for the information of the Court and the parties. I express no view as to whether they form part of this claim and I make no assessment of liability in respect of them.

- Localised loss of pointing to the external brickwork. Not extensive, but appropriate for attention as a cyclical maintenance item.
- Cracking to the brickwork at the corner return, at the junction of Barbers Square and Example Road. Not structurally significant in my opinion, but capable of repair by cutting out and repointing.
- The general cleanliness of the property was poor throughout at the time of my inspection. This is a matter of personal hygiene and housekeeping rather than of disrepair, and is relevant to the humidity conditions within the property.
- The property was heavily crowded with stored household items throughout, which restricts air movement and access.

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11. Fitness for Human Habitation

I have considered whether the property is fit for human habitation within the meaning of section 9A and section 10 of the Landlord and Tenant Act 1985, having regard to the hazards prescribed under the Housing Health and Safety Rating System.

Hazard considered	Observed	Comment
Damp and mould growth	Yes	Dampness present in the basement hallway and the second hallway; mould growth present in the basement store. Category 2 in my opinion.
Excess cold	No	A radiator is provided in each room and the heating installation is functional. No excess cold hazard identified.
Entry by intruders	No	The entrance door secures and all locks engage. No hazard identified.
Personal hygiene, sanitation and drainage	Yes	The property was very dirty throughout. This is a housekeeping matter rather than a defect in the sanitary installations, save for the leak at item 8.
Crowding and space	Yes	Five occupants, with a large volume of stored household goods throughout. Relevant to humidity and to air movement.
Falls, structural collapse, fire, electrical hazards, food safety, lighting, noise	No	No hazards identified under these headings.

Opinion on fitness

In my opinion the property is fit for human habitation. There is dampness in the basement, there are damp patches at the two locations I have identified, and there is mould growth in the basement store. Those matters require the remedial works I have specified, and until they are carried out the property falls short of the standard the landlord is obliged to maintain under section 11. They do not, however, in my opinion render the dwelling unfit for human habitation within the meaning of section 9A and section 10 of the 1985 Act. The property is structurally sound, is provided with a functioning heating installation, has working mechanical extract ventilation to the kitchen and both bathrooms, secures against intruders, and is capable of being occupied safely while the works I recommend are carried out.

12. Schedule of Works

The works set out below are those which, in my opinion, the landlord is required to carry out in order to remedy the defects I have accepted. Indicative costs are set out in the Scott Schedule prepared alongside this report, by reference to the National Housing Federation Schedule of Rates as instructed. No costs are stated in this report.

12.1 Works requiring priority attention

Item 8 — Bathroom. Open up and investigate the leak behind the toilet pan: remove tiling and part of the stud partitioning behind the pan and remove the bath panel. Locate and repair the leaking pipework. Reinstall plasterboard and tiling, renew the bath panel, make good and redecorate the disturbed area. Although the leak is small, it is an active escape of water within a partition and is detrimental to the fabric of the property. In my opinion this item should be attended to on a priority basis and I have notified the instructing party accordingly.

12.2 Remaining works

- Item 5 — Basement hallway. Obtain a specialist damp survey. Install a chemical injection damp proof course to the affected wall; hack off the affected plaster and re-render to approximately 1.00m above floor level in waterproof render; make good and redecorate the disturbed area. The works should be carried out by a contractor able to provide an insurance-backed guarantee.
- Item 6 — Second hallway, ground floor. Hack off and remove the contaminated plaster to the affected area to the right-hand side of the kitchen entrance; re-render; make good and redecorate the disturbed area.
- Item 7 — Basement store. Improve the ventilation provision to the store. The tenant is to clear the stored contents so that air can circulate across the wall surfaces and so that the space can be inspected. Re-inspection is recommended before any further works are specified.
- Items 2, 3, 4, 9, 10 and 11 — Windows throughout. Rake out and renew all defective external glazing putty to the box-frame windows and to the casement window to the daughter's bedroom; reglaze where necessary; prepare and redecorate all external joinery. Ease and adjust sashes where necessary, including adjustment of the sash weights to the front bedroom window so that the sash closes onto its seal.
- Item 9 — Client's bedroom. Renew one hinge to the right-hand side of the French door leaf.
- External fabric — repoint the isolated areas of missing pointing, and cut out and repoint the cracking to the corner return at the junction of Barbers Square and Example Road. Reported under CPR 35.3 rather than as a pleaded item.

12.3 Programme, decant and duration

Reasonable period for completion	28 days from the date of this report, or from the date the landlord is held to have had notice, whichever is the later.
Works with tenant in occupation	Yes. The works can be carried out with the tenant and his family in occupation. No decant is required.
Estimated duration	Three to four days on site for the works other than the damp proofing, which will be governed by the specialist contractor's programme and by drying times before replastering and redecoration.



Urgent works	Item 8, the bathroom leak, requires priority attention.
Tenant's co-operation	The tenant is required to clear the basement store to permit the ventilation works, any further investigation and re-inspection.

12.4 Duration of the disrepair

I have been asked how long the disrepair is likely to have subsisted and whether it would have been present at the commencement of the tenancy. I am unable to answer that question on the material available to me. No repair history records have been disclosed, and the Letter of Claim relies upon reports said to have been made by telephone extending back to 2016 without any corresponding documentary record. The tenant states that he has occupied the property since 1990. Absent the landlord's repair records I express no view as to the date of notice or the duration of any breach, and I reserve the right to address the point if those records are disclosed.

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13. Conclusion

The property is a Victorian end-of-terrace house of solid brick construction, converted into flats, arranged over a ground floor and basement, and occupied by five persons. It is structurally sound, its general standard of repair is adequate, and in my opinion it has a prospective life well in excess of a further one hundred years if a programme of cyclical external maintenance is implemented and maintained.

Of the eleven items pleaded in the Letter of Claim, I accept three in full — items 5, 6 and 8 — I accept seven in part — items 2, 3, 4, 7, 9, 10 and 11 — and I do not accept item 1.

The substantive disrepair for which the landlord is liable comprises three matters. First, an active leak to the pipework serving the bath or WC in the bathroom, which requires opening up, repair and reinstatement, and which requires priority attention. Second, rising dampness to the basement hallway arising from a defective or absent damp proof course, requiring specialist damp proofing works. Third, salt-contaminated plaster to the second hallway at ground floor level following a historic leak, requiring removal and renewal of the plaster. To those must be added the renewal of failed external glazing putty and the redecoration of the external joinery throughout, which is a repair to the exterior and which, if deferred, will lead to decay of the sashes and frames.

A number of the pleaded allegations are not supported by the physical evidence. The entrance door operates, locks and secures, and the pleaded security risk is not made out. The window frames are not broken; they require putty, adjustment and decoration. The damp and mould pleaded in the living room and in the bedrooms was not present: all moisture readings in those rooms were within dry parameters and no mould growth was found there. The cracking pleaded in several rooms is normal thermal and moisture movement and is not structural disrepair.

The mould growth in the basement store is, on the evidence available to me, a condensation problem arising from inadequate ventilation to that space combined with the tenant's own stored possessions obstructing air movement across the wall surfaces, rather than the consequence of a leak from the ground floor as pleaded. I could not enter that space and my opinion on that item is expressly qualified accordingly.

The property is, in my opinion, fit for human habitation within the meaning of section 9A of the Landlord and Tenant Act 1985, notwithstanding the dampness and mould I have identified and the works I have specified.

No repair history records have been disclosed to me. I am accordingly unable to express any view upon the alleged notice dates or upon the duration of any breach. Should those records be disclosed I reserve the right to review and, if necessary, to amend the opinions expressed in this report.

14. Statement of Truth

I 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 understand that proceedings for contempt of court may be brought against anyone who makes, or causes to be made, a false statement in a document verified by a statement of truth without an honest belief in its truth.

I confirm that I understand my duty to the Court and have complied with, and will continue to comply with, that duty.

I confirm that I am aware of the requirements of Part 35, Practice Direction 35, the Pre-Action Protocol for Housing Condition Claims (England) and the Practice Direction on Pre-Action Conduct.

15. Signature



Dennis Brett MCIQB, FFPWS, LCGI, MPTS

Registered Chartered Building Consultant

Site Sage Chartered Building Consultancy

Date of report	24 August 2026
Report reference	SS/EW/EXAMPLE/2026
CIOB Member No.	1224220
Company CIOB No.	1470587
Professional Indemnity Insurance	£1,000,000



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16. Scott Schedule

The Scott Schedule for this property is reproduced below so that this report stands as a complete document if produced in evidence. It is also provided as a separate document for the convenience of the parties and the Court. Costs are indicative estimates only, prepared by reference to the National Housing Federation Schedule of Rates as instructed, and are to be competitively priced by a suitably qualified contractor. All figures are exclusive of VAT, which is subject to the prevailing rate.

16.1 Pleaded defects — summary of expert conclusions

Item	Location	Accepted	Remedial works — landlord liability only	Est. cost
1	Front door	No	No works required. Filling of panel shrinkage splits when next redecorated is a cyclical maintenance item. Internal decoration is tenant responsibility under s.11(2)(a) LTA 1985.	£0.00
2	Windows throughout	Part	Rake out and renew defective external glazing putty to all box-frame windows and the casement; reglaze where necessary; prepare and redecorate all external joinery. Internal redecoration is tenant responsibility.	£666.00
3	Living room	Part	No works required for damp or mould, none being found. External putty and decoration included within item 2.	£0.00
4	Kitchen	Part	External redecoration of the patio/French door set only. No renewal of window frames, patio lock or flooring required.	£81.35
5	Hallway (basement)	Yes	Specialist damp survey; chemical injection damp proof course; hack off and re-render to 1.00m in waterproof render; remove and refix skirting and radiator; making good and redecoration following the landlord's own works.	£1,306.60
6	Second hallway	Yes	Hack off and remove contaminated plaster; re-render; making good and redecoration following the landlord's own works.	£152.10
7	Cellar (basement store)	Part	Improve ventilation to the store; fungicidal wash to affected visible surfaces. Clearance of the tenant's own stored contents is tenant responsibility. Re-inspection recommended.	£159.00
8	Bathroom	Yes	URGENT. Open up and investigate; repair leaking pipework; reinstate plasterboard and tiling; renew bath panel; remove and refit WC pan; making good following the landlord's own works.	£623.70
9	Client's bedroom	Part	Renew one hinge to the right-hand side of the French door leaf. External putty and decoration included within item 2.	£47.50



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Item	Location	Accepted	Remedial works — landlord liability only	Est. cost
10	Daughter's bedroom	Part	Ease and adjust the casement. External putty and decoration included within item 2.	£23.14
11	Son's bedroom	Part	Adjust the sash weights and ease and adjust the sash. External putty and decoration included within item 2.	£50.64

16.2 Cost summary

Element	Basis	Est. total (excl. VAT)
Item 2 — external putty renewal and external redecoration to all windows	NHF SOR KEY567, KEY278, KEY116, KEY197 ×6, KEY218, KEY569	£666.00
Item 4 — external redecoration, patio/French door set	NHF SOR KEY198	£81.35
Item 5 — basement hallway damp proof course and associated works	Provisional sum £950.00 plus NHF SOR KEY533, KEY322, KEY442, KEY183, KEY186, KEY111, KEY107	£1,306.60
Item 6 — second hallway, contaminated plaster	NHF SOR KEY533, KEY183, KEY186, KEY107	£152.10
Item 7 — basement store ventilation and fungicidal wash	NHF SOR HDR402, KEY211	£159.00
Item 8 — bathroom leak, investigation, repair and reinstatement	Provisional sum £200.00 plus NHF SOR KEY403, KEY132, KEY328, HDR402, KEY107	£623.70
Item 9 — one hinge to French door leaf	NHF SOR KEY550 plus materials	£47.50
Item 10 — ease and adjust casement	NHF SOR KEY355	£23.14
Item 11 — adjust sash weights; ease and adjust sash	NHF SOR KEY355, KEY550	£50.64
Items 1 and 3, kitchen flooring, and internal decoration throughout	Excluded — no landlord liability established	£0.00
TOTAL — estimated confirmed works (excl. VAT)		£3,110.03

No allowance has been made for contractor overhead and profit. The National Housing Federation Schedule of Rates figures used above are inclusive of contractor overheads and profit, and to add a further percentage would be to charge for the same element twice.



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Fellow FPWS · Member, Pyramus & Thisbe Society
Licentiate of the City & Guilds Institute (LCGI)

All figures are subject to VAT at the prevailing rate, which is not included above.

16.3 Comparison with the claimant's expert

For the assistance of the Court I set out below a comparison between my assessment and that of Mr Robert Jones MRICS, whose Scott Schedule of Proposed Reinstatement Works assesses the same eleven items at £5,556.88 excluding VAT.

Item	Claimant's expert	This expert	Difference	Principal reason for the difference
1	£438.46	£0.00	−£438.46	Door operates, locks and secures on test. £187.32 of the claimant's figure is internal decoration, which is tenant responsibility under s.11(2)(a) LTA 1985.
2	£666.00	£666.00	—	Agreed in full. Both experts identify degraded external glazing putty and failed external protective coating.
3	£146.65	£0.00	−£146.65	Both experts record dry moisture readings in this room. The claimant's expert nevertheless allows a fungicidal wash and redecoration.
4	£440.56	£81.35	−£359.21	£175.42 is allowed for flooring works which the claimant's expert accepts are residual deterioration from a leak he agrees has been resolved. Internal decoration excluded.
5	£2,268.44	£1,306.60	−£961.84	Mechanism differs. The claimant's expert alleges lateral penetration and failed tanking and allows a £1,200 provisional sum plus a £450 daywork item. An injected damp proof course with waterproof render is the proportionate remedy for rising damp.
6	£385.70	£152.10	−£233.60	The claimant's expert allows a £300 provisional sum to investigate and repair a leak. No continuing source was identified by either expert.
7	£101.35	£159.00	+£57.65	I allow for ventilation improvement, which the claimant's expert does not. He attributes the condition to penetrating damp from the neighbouring property, which he concedes he could not confirm as he had no access next door.
8	£533.70	£623.70	+£90.00	Substantially agreed. I allow additionally for reinstatement of the stud partitioning opened up to reach the leak.

Item	Claimant's expert	This expert	Difference	Principal reason for the difference
9	£132.88	£47.50	−£85.38	One hinge is required. The claimant's expert records no elevated readings, no cracking and no draught ingress in this room, yet allows fungicidal wash and window decoration already allowed at item 2.
10	£204.75	£23.14	−£181.61	The claimant's expert states that external window repair is allowed under item 2 and then prices external preparation and glossing again at this item.
11	£238.39	£50.64	−£187.75	As item 10. External repairs are stated to be allowed under item 2 and are then priced again here.
Totals (excl. VAT)		£3,110.03	−£2,446.85	Claimant's expert: £5,556.88

16.4 Observations on the claimant's costings

Two features of the claimant's schedule call for comment, neither of which turns on a difference of professional opinion as to the condition of the property.

- External window works appear to be priced more than once. At items 9, 10 and 11 the schedule states in terms that external window repair is "allowed under item 2", and then prices external preparation and glossing again at each of those items. The same work cannot properly be recovered four times.
- Preliminaries are charged as though each item were a separate visit. "Preparation and protection (per room)" at £52.50 appears nine times, and "Decorator: minimum 4 hours charge" at £98.00 appears four times. On a single contract carried out in one programme, those minimum charges and protections would not each be incurred.

I express no view as to how those matters arose. I identify them because, taken together, they account for a material part of the difference between the two schedules and the Court will wish to have them in mind.

17. Photographic Appendices

The photographs referred to in this report were taken by me at the time of my inspection on 19 August 2026. They are reproduced in the appendices which follow, arranged by area of inspection. Each photograph carries a reference number prefixed by the area code so that it can be identified against the findings in Section 8 and against the Scott Schedule at Section 16. The appendices are as follows:

- Appendix A — External elevations
- Appendix B — Front door
- Appendix C — Living room
- Appendix D — Kitchen
- Appendix E — Hallway (basement)
- Appendix F — Second hallway (ground floor)
- Appendix G — Cellar (basement store)
- Appendix H — Bathroom
- Appendix I — Client's bedroom
- Appendix J — Son's bedroom
- Appendix K — Daughter's bedroom

The Scott Schedule for this property is reproduced in full at Section 16 above and is also provided as a separate document.

Appendix A — External Elevations

External elevation and surroundings. Photographs taken by the expert at inspection on 19 August 2026.

Ex (1)



External Elevations — photograph 1

Ex (2)



External Elevations — photograph 2

Ex (3)



External Elevations — photograph 3

Ex (4)



External Elevations — photograph 4

Ex (5)



External Elevations — photograph 5

Ex (6)



External Elevations — photograph 6

Ex (7)



External Elevations — photograph 7

Ex (8)



External Elevations — photograph 8

Ex (9)



External Elevations — photograph 9

Ex (10)



External Elevations — photograph 10

Ex (11)



External Elevations — photograph 11

Ex (12)



External Elevations — photograph 12

Ex (13)



External Elevations — photograph 13

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Appendix B — Front Door

Entrance door, ironmongery and panels. Photographs taken by the expert at inspection on 19 August 2026.

FD (1)



Front Door — photograph 1

FD (2)



Front Door — photograph 2

FD (3)



Front Door — photograph 3

FD (4)



Front Door — photograph 4

FD (5)



FD (6)

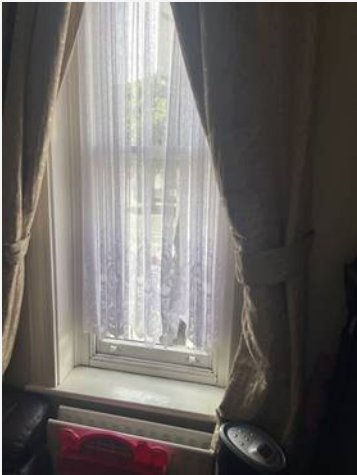


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Appendix C — Living Room

Living room and windows. Photographs taken by the expert at inspection on 19 August 2026.

LR (1) 	LR (2) 
Living Room — photograph 1	Living Room — photograph 2
LR (3) 	LR (4) 
Living Room — photograph 3	Living Room — photograph 4
LR (5) 	

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Appendix D — Kitchen

Kitchen, windows and patio door set. Photographs taken by the expert at inspection on 19 August 2026.

K (1)



Kitchen — photograph 1

K (2)



Kitchen — photograph 2

K (3)



Kitchen — photograph 3

K (4)



Kitchen — photograph 4

K (5)



K (6)



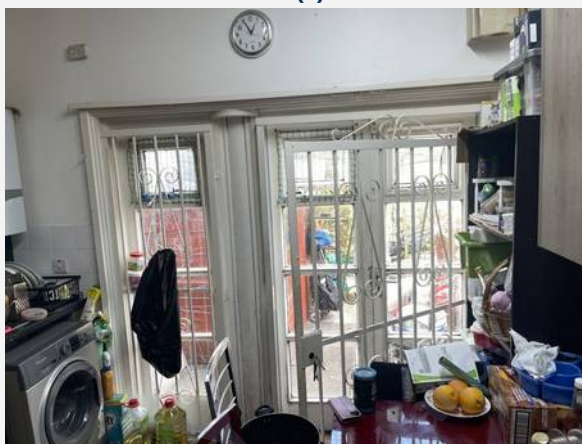
Kitchen — photograph 5

K (7)



Kitchen — photograph 6

K (8)



Kitchen — photograph 7

K (9)



Kitchen — photograph 8

K (10)



Kitchen — photograph 9

Kitchen — photograph 10

K (11)



Kitchen — photograph 11

Appendix E — Hallway (Basement)

Basement hallway — dampness to base of masonry wall. Photographs taken by the expert at inspection on 19 August 2026.

H (1)



Hallway (Basement) — photograph 1

H (2)



Hallway (Basement) — photograph 2

H (3)



Hallway (Basement) — photograph 3

H (4)



Hallway (Basement) — photograph 4

H (5)



Hallway (Basement) — photograph 5

H (6)



Hallway (Basement) — photograph 6

H (7)



Hallway (Basement) — photograph 7

H (8)



Hallway (Basement) — photograph 8

H (9)



Hallway (Basement) — photograph 9

H (10)



Hallway (Basement) — photograph 10

H (11)



Hallway (Basement) — photograph 11

H (12)



Hallway (Basement) — photograph 12

H (13)



Hallway (Basement) — photograph 13

H (14)



Hallway (Basement) — photograph 14

H (15)



Hallway (Basement) — photograph 15

H (16)

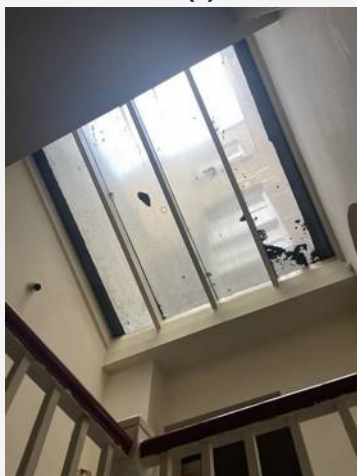


Hallway (Basement) — photograph 16

Appendix F — Second Hallway (Ground Floor)

Second hallway — dampness adjacent to kitchen entrance. Photographs taken by the expert at inspection on 19 August 2026.

H2 (1)



Second Hallway (Ground Floor) — photograph 1

H2 (2)



Second Hallway (Ground Floor) — photograph 2

H2 (3)



Second Hallway (Ground Floor) — photograph 3

H2 (4)



Second Hallway (Ground Floor) — photograph 4

H2 (5)



H2 (6)



Second Hallway (Ground Floor) — photograph 5	Second Hallway (Ground Floor) — photograph 6
H2 (7) 	
Second Hallway (Ground Floor) — photograph 7	

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Appendix G — Cellar (Basement Store)

Basement store — access restricted by stored contents. Photographs taken by the expert at inspection on 19 August 2026.

C (1)



Cellar (Basement Store) — photograph 1

C (2)



Cellar (Basement Store) — photograph 2

C (3)



Cellar (Basement Store) — photograph 3

C (4)



Cellar (Basement Store) — photograph 4

C (5)



Cellar (Basement Store) — photograph 5

C (6)



Cellar (Basement Store) — photograph 6

C (7)



Cellar (Basement Store) — photograph 7

Appendix H — Bathroom

Bathroom — leak behind WC pan and bath. Photographs taken by the expert at inspection on 19 August 2026.

B (1)



Bathroom — photograph 1

B (2)



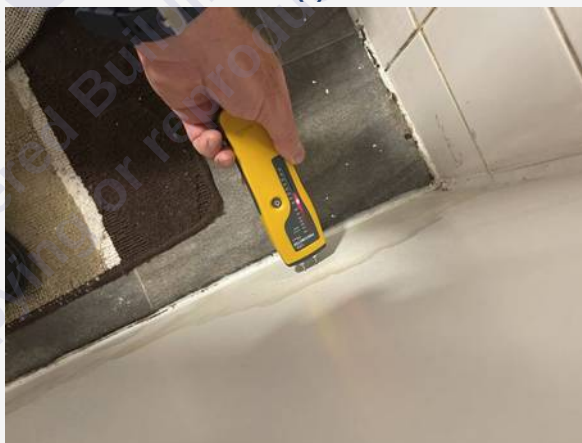
Bathroom — photograph 2

B (3)



Bathroom — photograph 3

B (4)



Bathroom — photograph 4

B (5)



Bathroom — photograph 5

B (6)



Bathroom — photograph 6

B (7)



Bathroom — photograph 7

B (8)



Bathroom — photograph 8

B (9)



Bathroom — photograph 9

B (10)



Bathroom — photograph 10

Appendix I — Client's Bedroom

Client's bedroom and French doors. Photographs taken by the expert at inspection on 19 August 2026.

MB (1)



Client's Bedroom — photograph 1

MB (2)



Client's Bedroom — photograph 2

MB (3)



Client's Bedroom — photograph 3

MB (4)



Client's Bedroom — photograph 4

MB (5)



MB (6)



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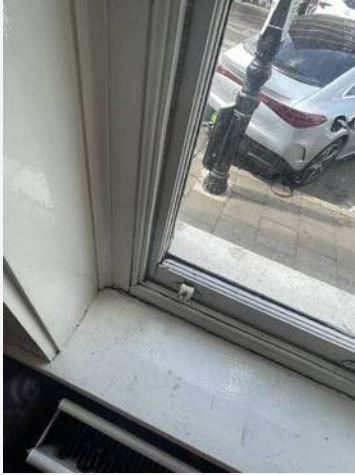


Appendix J — Son’s Bedroom

Son’s bedroom — front bedroom sash window. Photographs taken by the expert at inspection on 19 August 2026.

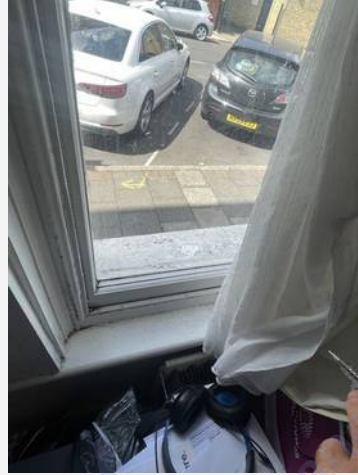
SB (1) 	SB (2) 
Son's Bedroom — photograph 1	Son's Bedroom — photograph 2
SB (3) 	SB (4) 
Son's Bedroom — photograph 3	Son's Bedroom — photograph 4

SB (5)



Son's Bedroom — photograph 5

SB (6)



Son's Bedroom — photograph 6

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Appendix K — Daughter's Bedroom

Daughter's bedroom — side elevation casement. Photographs taken by the expert at inspection on 19 August 2026.

DB (1)



Daughter's Bedroom — photograph 1

DB (2)



Daughter's Bedroom — photograph 2

DB (3)



Daughter's Bedroom — photograph 3

DB (4)



Daughter's Bedroom — photograph 4

DB (5)



DB (6)



<i>Daughter's Bedroom — photograph 5</i> DB (7) 	<i>Daughter's Bedroom — photograph 6</i> DB (8) 
<i>Daughter's Bedroom — photograph 7</i> DB (9) 	<i>Daughter's Bedroom — photograph 8</i> DB (10) 
<i>Daughter's Bedroom — photograph 9</i> DB (11) 	<i>Daughter's Bedroom — photograph 10</i> DB (12) 
<i>Daughter's Bedroom — photograph 11</i>	<i>Daughter's Bedroom — photograph 12</i>