

Case Study

Leaking Roof



Key Topics

Leasehold, Property Management, Delay in effecting repairs

Award

£1300 refunded to the complainant

Case Details

- The complainant said there was an ongoing leak coming through the ceiling from the roof which the managing agent had been aware of for some time.
- The complainant also stated the managing agent refused to act, did not respond to emails or voicemails and insisted the complainant pay for investigative work.
- The Agent accepted there had been leaks in the past but in this instance every attempt to repair the leak was unsuccessful.
- The Agent admitted failing to respond to the complainant's communications in a timely manner.
- The Agent made a concerted effort to chase contractors to assess the situation and write reports.
- The Agent's contractor was adamant that the balcony had to be investigated first, which is the complainant's responsibility, to rule it out as the cause of the leak.

Evidence

Email correspondence, invoices and photographs

Decision

The Case Assessor was satisfied by the evidence that:

- The leak was first reported in November 2015 and at the time of this case (June 17) had still not been resolved.
- The Agent was aware of previous leaks in the property coming from the roof and should have considered this as a potential cause
- The complainant had no option but to agree to the cost of investigating the balcony in order to get the leak issue resolved
- It was unreasonable of the Managing Agent to pass the full cost of investigation to the complainant without fully investigating the root cause of the leak to mitigate any loss to the complainant
- There was no evidence by way of a contractors report confirming any water ingress from the balcony and the subsequent delay was unacceptable
- The Managing Agent was responsible, in part, for the cost of making good the décor
- The Managing Agent failed in his duty of care to the Complainant

The Case Assessor decided the complainant was entitled to:

- A partial refund of the money spent on investigating the root cause of the leak
- A proportion of the redecoration costs to the areas damaged by the leak only and not for the rest of the work carried out
- A compensatory sum for the delay, stress and inconvenience suffered

Key Points from the Case

- As the issue was due to the way the Managing Agent dealt with the repairs, the redress scheme was able to assist in the resolution.
- The Agent, as the professional, has a duty of care to the leaseholder
- Under the RICS Service Charge Residential Management Code of Practice, Managing Agents should:
 - Deal promptly with any reports of disrepair which are the landlord's responsibility
 - Keep the leaseholders informed of the proposed actions to remedy the defect and the target timescales for works
 - Where necessary make appointments for contractors to attend and put controls in place to ensure any works have been completed to an acceptable standard before authorising payment of the invoice

For more information please refer to:

The RICS Service Charge Residential Management Code of Practice can be found here

<http://www.rics.org/uk/knowledge/professional-guidance/codes-of-practice/service-charge-residential-management-code-3rd-edition/>



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