

BUILDING SURVEYING PRACTICE

EXAM PAPERS

**Two hour exam, three questions to be
answered from a choice of five**



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Executive Summary

The Building Surveying Modules divides into:

- Building Surveying/Pathology
- Dilapidations
- Disputes, including party wall disputes, boundary disputes and alternative dispute resolutions

Whilst each lecturer was building towards the final exams the students were also given specific questions at the start of each of the second semester lectures, which they worked on in groups and which they were then given feedback on individually towards the end of the semester. Examples of feedback/feedforward sheets are attached.

A selection of guest lecturers with CV is duly attached to help anchor the students' knowledge in various specialist areas; a selection of these is duly attached.

Exam Panel

The marking panel was:

Mark Hurst,
Anglia Ruskin University and Partner 1stAssociated.co.uk

Stephen Fenton,
Module Leader, Anglia Ruskin University

Marking Scheme

ANGLIA RUSKIN UNIVERSITY

FACULTY OF SCIENCE AND TECHNOLOGY

DEPARTMENT OF THE BUILT ENVIRONMENT

MARK SCHEME

EXAMINATION PAPER

MAY 2010

EB330002D

MODULE TITLE: BUILDING SURVEYING PRACTICE

TIME ALLOWED: TWO (2) HOURS

MARK SCHEME:

No.	Answers	Mark Total Marks
1	Dilapidations Question	
1	<p>a) With time remaining before the end of the FRI lease the tenant has the option of carrying out the works that they feel they need to, to meet the requirements within the lease. The tenant's surveyor will need to look at the:</p> <ul style="list-style-type: none">• repairing covenant,• reinstatement covenant,• redecoration covenant, and• statutory regulations covenant <p>to ascertain the work requirement, or agree a monetary solution.</p> <p>The students should clarify that it is unusual for an interim schedule of dilapidations to have costs. Notwithstanding that, they should explain that a Statement of Claim should include cost of works for such things as repairs, engineers fees, CDM Regulations, supervision, and additional losses, which will include things like rent, rates, insurance, cost of finance, plus usual preparation of the schedule of dilapidations, assuming the lease allows for this, surveyors fees for management of the work and solicitors fees, together with VAT, if applicable.</p> <p>Discussion should also be on ways of costing work, i.e. tendering, pricing books or similar experiences, adjusted for the current market.</p>	50 Marks
	<p>b) In the current poor market the tenant should be looking to have a schedule of condition appended to the new lease. Ideally they should have a lease with break clauses and, whether the business is expanding or contracting, they will have the ability to negotiate a break clause from the lease. The RICS Guidance Notes do not have any pre-set format for the Schedule of Condition. There will be benefits for the business staying in the current property, as they will not have the cost of moving and any dilapidations work. The landlord may not want to, or wish to, reduce the market rent as it affects the capital value.</p>	50 Marks
		Total 100 Marks

2.	Dilapidations Question	
	<p>a) Lim 1: A Section 18 valuation limits the claim. It is the difference between the value of the property as is stated within the lease and as it is given back.</p> <p>Lim 2: It also could be related to Lim 2., which is where development needs to take place, which will make any duplicated costs void.</p> <p>Additional comments about specialist valuers being the norm with a Section 18 Valuation, checking with the Local Authority to see if any Planning Permissions have been put in on the property or other deciding factors. Specific mention that Section 18 relates only to the repair element of the lease covenant and also at £1 million this is a large dilapidations claim for a typical high street retail unit.</p>	50 Marks
	<p>b) The RICS and the PLA offer guidance and time scales of 56 days to serve the schedule and the tenant's response should also be 56 days; in accordance with the RICS Guidance Notes. Define the role of the surveyor, how they take instruction, recommended enquiries, inspection, the dilapidations schedule layout, the claim at the end of the term. If it is during the term are there any break clauses, claims against landlords and alternative dispute resolutions.</p>	50 Marks
		Total 100 Marks
3.	Alternative Dispute Resolution Question	
	<p>Explain the differences between arbitration, mediation and independent expert's determination, emphasising the different information required for each and the speed and general confidentiality.</p> <p>Arbitration – based on evidence from both parties or by enquiry. Confidential and fast but may not lead to building a working relationship.</p> <p>Mediation – a mutually agreed way forward, fast and confidential and usually enables both parties to carry on working together.</p> <p>Independent expert's determination - way forward agreed by an expert with no rights of appeal. Fast but may not be satisfactory to both parties.</p>	100 Marks
		Total 100 Marks

4.	Party Wall Act Question	
	a) Local Authority approvals for Planning Building and Building Regulations. They will require two Party Wall Agreements; one for number 9 and one for number 11. They should explain the content of a Party Wall Agreement, the scope of work, time scale, working hours, suitable construction drawings, schedules of condition, if necessary. Appointment of a building owner party wall surveyor and appointment of an adjoining owner party wall surveyor and explain the important of the depth of the foundations.	50 Marks
	b) Explanations relating to the Three and Six Metre Notices and drawings, showing the distance from the structure and the 45 degree angle on the Six Meter Notice.	50 Marks
		Total 100 marks
5.	Party Wall Act Question	
	a) Explain to Mrs O'Neill that Mrs Hegarty has appointed a building owner party wall surveyor and that Mrs O'Neill can also appoint an adjoining owner party wall surveyor, in which case a third surveyor will need to be appointed, who has a quasi judge role if the two party wall surveyors do not agree. The third surveyor has to be appointed in a timely manner (not after a dispute) and the client can directly request the third surveyor to comment. This is usually the more costly option but Mrs O'Neill may feel it is the best way to represent her. An agreed surveyor should be one that both parties share who carries out the procedure of the party wall, however, Mrs O'Neill may feel as Mrs Hegarty originally appointed the surveyor that they will be biased, although this should not be the case.	50 Marks

	<p>b) Five different party walls:</p> <ul style="list-style-type: none"> ii. The rare party wall sitting on the line of junction not being used by the adjoining owner iii. The common party wall where the party wall sits on the line of junction and is being used by both the building owner and the adjoining owner iv. The party fence wall v. The partial party wall, an example of which would be a lean-to vi. The party structure, a floor dividing two separate apartments, for example flats 	
		<p>50 Marks Total 100 Marks</p>

Exam Paper

ANGLIA RUSKIN UNIVERSITY

FACULTY OF SCIENCE AND TECHNOLOGY

DEPARTMENT OF THE BUILT ENVIRONMENT

EXAMINATION PAPER

MAY 2010

EB330002D

MODULE TITLE: BUILDING SURVEYING PRACTICE

TIME ALLOWED: TWO (2) HOURS

INSTRUCTIONS TO CANDIDATES:

1. Candidates are required to answer three (3) of the five (5) questions.
2. All questions carry equal marks.
3. Electronic equipment displaying textual information, including mobile phones, must be left at the front of the examination room.
4. Assume you are a Chartered Surveyor. As such you should follow appropriate Practice Statements and Guidance Notes.

Materials Permitted in the Examination:

1. Candidates may make use of 300mm scale rule provided by candidate.

Mitigation – Academic regulations 6.81 - 6.94

6.87 Claims for mitigation must be submitted by the student or in exceptional circumstances (e.g. when a student has been hospitalised) by a Director of Studies, Programme Leader or Student Adviser on behalf of the student **no later than five working days** after the date on which an examination has been sat.

Number of questions set: Five (5)
Number of pages: Four (4) (including cover)
Name of examiner/tutor: Mark G. Hurst

QUESTIONS:

No. Text and Diagrams

**Mark
Total Marks**

1. Dilapidations

You have been instructed to advise a tenant, who has a full repairing and insuring lease, on a Schedule of Dilapidations claim by the landlord that has been served. The statement of claim is £250,000.

- a) The tenant has eight (8) weeks before the end of the lease and is still in occupation. Explain to the tenant the options they have with regard to the Schedule of Dilapidations that has been served, what the statement of claim in the dilapidations will include, and advise and explain what you consider to be the best course of action.
- b) The tenant is looking to take on a new lease and would like help and advice on the lease of the property. Advise the tenant.

50 Marks

50 Marks

**Total
100 Marks**

2. Dilapidations

A landlord has served a Dilapidations Notice on a tenant during the course of the lease for £1 million. The claim relates to a large retail premises in a busy high street location, built in the 1960's.

- a) Advise the landlord. As the tenant is claiming, there will be a Section 18 limitation on the claim.
- b) Advise the landlord. The lease is coming to an end and the landlord contacts you to serve a Schedule of Dilapidations. Explain the process, together with the time frame and how the RICS Guidance Notes affect the Schedule of Dilapidations.

50 Marks

50 Marks

**Total
100 Marks**

3. Alternative Dispute Resolution

A landlord has threatened a tenant with court action for a dilapidations claim where the work has not been carried out. The tenant is not in agreement with the work that the landlord's surveyor has specified within the Scott Schedule and, though there have been many meetings, no agreement has been made, or indeed seems imminent.

- a) What course of action would you recommend to the landlord prior to going to court, considering the RICS Guidance Notes, Civil Procedure Rules and any other appropriate guidance, law or best practice?

**Total
100 Marks**

4. Party Wall etc Act 1996

Mr Jones at number 10 High Street wishes to build a large single storey extension to the rear of his property. He intends to build on the line of junction of number 9 High Street, to the left hand side of him, and one metre away from number 11 High Street's boundary, on the right hand side of his property.

- a) Explain the process that Mr Jones will be required to go through before he can lawfully proceed with the extension, and advise Mr Jones on the party wall process. Advise of any special issues that may arise with regard to foundations; specifically with the above scenario and generally use sketches/diagrams to aid your answer.
- b) Advise of any issues that may arise with regard to the foundations.

50 Marks

50 Marks

**Total
100 Marks**

5. Party Wall etc Act 1996

Mrs O'Neill has had a Party Wall Notice served on her by her neighbour, Mrs Hegarty, in the form of a single sheet of A4, advising that works are to be carried out. Mrs O'Neill is very much against the works being carried out and has protested against both the Planning Permission and Building Regulation applications, but is aware that they have been approved by the Local Authority.

- a) Explain to Mrs O'Neill the course of action you would recommend and whether you would use an agreed surveyor, as recommended by Mrs Hegarty's surveyor.
- b) Explain and draw the different types of party walls.

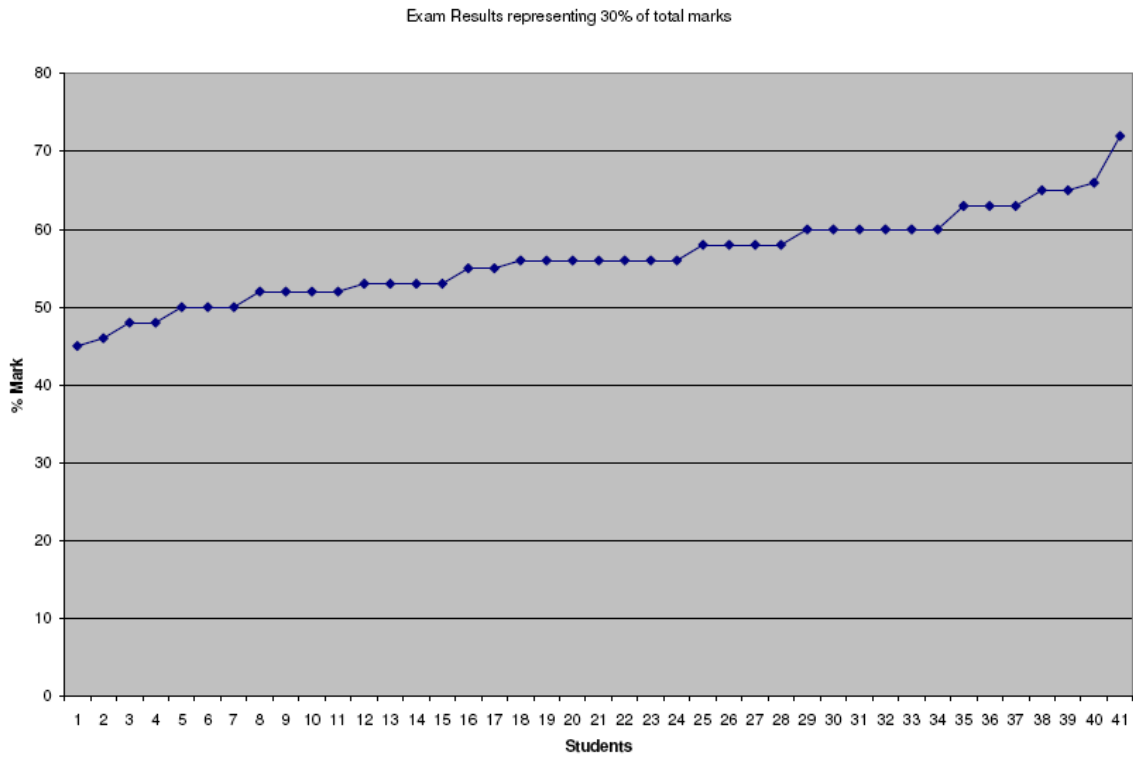
50 Marks

50 marks

**Total
100 Marks**

Building Surveying Exam Results

These represent 30% of the total mark



A series of feedback and feedforward question sheets were offered to the students over the second semester and an example is duly attached.

Dilapidations Feedback / **Feedforward Sheets**

Feedback / Feedforward Sheet Three

Scenario:

Your client has rented an industrial unit for ten years at a rent of £5,000 per year. The tenant has recently purchased a new property and wishes to leave. They give the landlord 6 months notice and leave.

The landlord serves a Schedule of Dilapidations (in paper format) on them the week after the company has left the premises, priced at £70,000. Your client, the original leaseholder/tenant is particularly annoyed as he had been promised the Schedule of Dilapidations many months prior to the lease coming to an end, but never received one.

You (the chartered surveyor) view the property with a builder and ask them to price the Schedule of Dilaps. The builder's quote is for £20,000.

The landlord wishes to have a monetary solution.

Question 1:

How would you advise your client, the ex-leaseholder/tenant with regard to the following matters:

Has the landlord's surveyor met the provisions of the RICS Guidance Notes?

Answer 1:

The Guidance Notes recommend that an electronic copy is served, which is not. There is no requirement for a Schedule of Dilaps to be served prior to leaving. In fact, some dilapidation surveying practices recommend serving at the end of a lease, thereby meaning a monetary settlement only is applicable.

Question 2:

Advise your client/the tenant how to proceed.

Answer 2:

He has an obligation under his lease covenants to repair the property as per the lease. He has now left the property. Assuming that six months notice is the correct time of liability for the lease covenant, using a Scott's Schedule to negotiate, identify there is a considerable difference between £70,000 from the Landlord and £20,000 from the builders quoted. Application needs to be sought on this, possibly in the form of tendering the work with jointly agreed builders, although usually negotiation will take place. With regard to price you will need to check that the builder has the price for all the items under the Schedule of Dilaps that you consider are breaches of the covenant.

Assuming they have them, with this sort of difference it would be worth taking this to ADR.

New Question 1:

Can a Schedule of Dilapidations be served by a Chartered Surveyor and do they normally get served by a Chartered Surveyor?

New Question 2:

Give some typical examples of repair clauses that you are likely to see in a modern lease.

Preparation for the Exam

As well as lectures and group work, a series of guest specialist lecturers were invited to present to the students.

Lecture There's no such thing as rising damp?

Expert Speaker Jeff Howell

Bricklayer, chartered builder and chartered building surveyor. Writes for the Sunday Telegraph, presents regularly on TV, including Channel 4 "Don't Blame The Builder" that he's the star of!

Books published include "DIY and Home Maintenance for Dummies"

"The Builder's White Boots and Other Stories"

"The Rising Damp Myth"

Extract from book review of "The Rising Damp Myth":

'The book is an indispensable read for house sellers, buyers, surveyors, property professionals, construction students. It describes how 'rising damp' has been promoted as a marketing device by the chemical damp proof industry and explains the simple steps that every home owner can take to make sure they are not bamboozled by surveyors or ripped off by damp proof companies.'

Book review of "Don't Blame the Builder", Channel 4 TV programme:

'As one sighed, the other yelped, and Jeff an assumingly nice bloke looked quite frequently like he wanted to slap the lot of them and get down the pub for a brown ale. Sadly you can't do that on TV any more!'

Jeff Howell's website is www.askjeff.co.uk

Lecture Property Problems

Speaker Malcolm Hollis, BSc(EstMan) FRICS MCI Arb FBEng MAE, Building Pathologist and Surveyor.

Specialises in defects in building construction, particularly the cause of cracks in buildings, tracing leaks and remedy, the risk of defects in new and existing buildings, diagnosis of cause of failure in existing buildings, the interpretation of liability of the responsibilities of the parties in a lease on the landlord and tenant, interpreting of the implication of the condition of existing buildings, building dispute resolution; through ADR or expert evidence (he has been giving evidence in court since 1971), litigation relating to responsibilities and duties of professional representatives in the building industry and advice to allied bodies.

He is Professor of Reading University and is still active in the property surveying world.

He has written many books, for example

“Surveying Buildings”

“Pocket Surveying Buildings”

“Limitation in use of Drain Dyes”

“Implication of Flooding for UK Property”

He is the managing editor of the ‘Journal of Building Appraisal’

Lecture Building Survey Assignment Review and Party Walls

Guest Speaker Beryl Menzies, President of The Building Association of Building Engineers Chartered Building Surveyor MBE, President of the Association of Building Engineers, Director of Menzies Partners Chartered Surveyors, practiced as a Fire Safety Consultant, specialises in matters of fire, life safety as an independent fire consultant and has been involved in many major projects. Was part of the working party which undertook the review of a Building Regulation approved document.
Website: www.abe.org.uk

Lecture Surveying Historic Buildings

Speaker Douglas Kent

Technical Secretary for the Society for Protection of Ancient Buildings (SPAB), adviser to National Trust and English Heritage and Local Authorities and helps run National Maintenance Week.

John Ruskin was said to be the intellectual inspiration for SPAB. SPAB is the Society for Protection of Ancient Buildings, founded by William Morris in 1877 to counteract the highly destructive “restoration” of medieval buildings being practiced by many Victorian architects. Today it is the largest, oldest and most technical expert national pressure group fighting to save old buildings from decay, demolition and damage. Their website is www.spab.org.uk

Lecture Party Walls

Guest Speaker Graham North, Chartered Building Surveyor,
Partner Anstey Horne & Co.

John Anstey was of course a key in the Party Wall Act legislation.

Writer of many books on party walls, for example “Anstey’s Party walls” Editor of “The Party Wall Surveyors’ Manual”, updated John Anstey’s “Party Walls and What to do with Them”. He has contributed to the latest RICS Guidance Notes and he is Treasurer to the Pyramus and Thisbe Club. He was recently awarded the Michael Barrett Memorial Award by the RICS for his work relating to party walls and boundary issues.