Local Government and Communities Committee

Building Regulations in Scotland

Submission from Elizabeth Gordon

*Should verification of building standards be extended to organisations other than the local authorities*

Up until recent years the local authorities, in my experience, did a very good job overseeing planning and checking work was carried out to plan and no corners were being taken.

In 1978 I had a family house built by a local builder and I was impressed by the number of visits the local planning department did checking up on each stage and how they would not give a habitation certificate until what I felt were minute details of finishes were completed.

Again in 1986 I was involved with modernising a shop build with sandstone and no damp proofing. Once again I was impressed by how planning checked that all the work was being carried out to plan.

It has been brought to my attention that over the past years the local authorities have cut back their staff and now they seem to be interested mainly in the aesthetics of a property rather than how substantial, wind, watertight and safe the structure of the building is going to be.

Taken from an email [redacted] 12th December 2012. “I also wish you to know the level of inspection carried out by the Building Standards is limited and the Scottish Building Standards Procedural Handbook published by the Scottish Government states ‘It must be stressed that the inspections are to protect the public interest in terms of compliance with building regulations, not to ensure that all the work is constructed as the person paying for the work would want it ’.”

If the local authorities cannot go back to their previous level of diligence and expertise it might be worth looking at other organizations although this would probably be more expensive.

*Should procedural regulations specify a minimum requirement for the inspection of ongoing building works, to ensure compliance with building standards?*

From our experience [redacted] a minimum requirement for the inspection of ongoing building works is essential and can I suggest that the minimum requirements are increased to ensure that every stage of the building works is checked and it is up to standard.
Should there be a statutory system to provide redress for new home buyers whose properties are subsequently found not to meet building standards requirements?

If Building regulations were more stringent and the level of inspection was increased before habitation certificates were issued there should be no need to provide redress. But as there will always be times when materials fail or mistakes are made a new statutory system should be looked at but it needs to have the power to look at the whole building and not a small isolated area. Can I suggest that if such a body is set up it is completely independent of our Building Companies.

Are the current building warrant and associated fees set at the correct level?

No comment.

Are there other issues relating to the regulations which you wish to bring to the attention of the Committee?

I would like to bring to your attention some of the experiences that the residents have experienced over the past thirteen years so that when the new regulations are being compiled, hopefully, those buying new property will not go through the experiences we have.

This property was built to the minimum specifications at the time. Using what is termed an “English Roof”, one with no sarking. The design of the roof does not appear to have taken into consideration the future maintenance and repair of the premises.

Within a few months of the first residents taking occupancy of their apartments, it was obvious that the guttering and downpipes were not adequate to take the runoff from the roof when there was heavy rain. There was also great concern at the noise caused by the wind moving and banging the roof-tiles, which is particularly alarming during the night hours. Although there were numerous complaints at the time and also over the years, failed to rectify the problems. (There have been reports of one previous resident moving into a local hotel whenever a storm was forecast as she was terrified the roof was going to crash in on her.)

Unfortunately before many years passed it was obvious that we had further problems with the roof. As far back as September 04 there was an information notice to all residents stating “Contractors attending to roof/gutters – Contractors had been noted visiting the development several times to attend to an area of roof/guttering. These are apparently the original contractors, employed by which were called back to the development by the Developers to attend to a problem. While this has still not been satisfactorily resolved and we are pressing on this matter, we can confirm that it is not a cost that will be borne by the residents.”

In January 2007 there was a letter from with an attached “unsafe roof report”.
Also in April, 2007 there was a letter from Circle Britannia Ltd stating that they could not uphold an insurance storm damage claim as the roof had been inspected using a cherry picker, as all damage was found to be long term and not resulting from a one-off insurable event, and at this time had been inhabited for just over three years.

It was at this stage that owners had to start paying for repairs to the roof out of our contingency fund as the insurance company would not accept that the roof was being kept up to the required standard. This being the fund that those selling their apartments pay into, so that our building will always be kept up to a high standard of maintenance and refurbishment both inside and out. Unfortunately the state of repair and refurbishment has declined considerably as all moneys have to be reserved to try and keep us wind and watertight.

Over the years there are records of letters going between and the NHBC. At times NHBC have ordered McCarthy and Stone to do remedial works, unfortunately the works done have not kept the building wind and water tight nor have they solved the noise problems of the roof tiles.

Every correspondence reports back to the roof being constructed to the building specifications at the time.

At the Budget Meeting in June 2015, the owners learned that the ongoing repairs to the roof were only to be classed as temporary and a meeting would be arranged for the roofing contractor to come and explain the problem to the residents. The majority of owners were completely unaware that there was a problem with the roof construction.

On the 9th September 2015 came and explained that the roof could no longer be repaired and that the guttering and downpipes were also not meeting the needs of the water runoff from the roof. A new roof was needed. By this time the residents had spent £71,154.12 since the beginning of 2004 and a further £744.00 on the redecoration of residents’ flats which had suffered water damage. This amount does not include repairs that McCarthy and Stone undertook, nor repairs claimed under the insurance.

No new building should need a roof replacement after just 12 years and especially as over £70,000 has been spent to try and keep it wind and watertight. In the event this has been money, quite literally, poured down the drain. The owners, at that time, voted to continue a maintenance programme as they found it difficult to accept that a building of this age actually required a new roof.

It was only when a few owners heard that a number of the loft spaces were equipped with tarpaulins, buckets, cat litter trays and newspapers in an attempt to prevent water ingress from entering the apartments, that they demanded they be allowed to have photographs taken with each owner’s permission. (Pictures are available either by email or hard copy)
They also managed to acquire a copy of the history of water ingress from 2002 to the present date and took it upon themselves to allow all residents, and/or their family members, to view the photographs and see for themselves the shocking state of the roof spaces and the amount of water ingress being suffered by the owners of the top floor. (This at the time the list ran to three pages we are now up to five pages) It was only from these viewings that the residents and their families realized the seriousness of the problem. (These viewings took place February 2016)

At the Accounts Meeting on 14.01.16 it was decided by the owners present they had no alternative but to demand that a proper complete survey of the roof be undertaken as soon as possible, and if necessary, they would foot the bill themselves for this survey. This survey was undertaken by [REDACTED]. The owners were astounded at the state of our roof, which is not what we expected from a company such as [REDACTED]. (Report is available in Word by email or hard copy)

[REDACTED] were given the go ahead to put the replacing of the roof out to tender and [REDACTED] were chosen by the owners. Their tender along with the other professional fees, VAT and Disbursements cost £372,324.35. When the owners were sent their account with their apportionment of the total cost they found that [REDACTED] had decided to contribute the sum of £6,912.47

Entire sections of the roof that were in the past replaced have, within a few years, suffered water ingress again. Therefore, as it had become apparent early in 2016 that repairing the roof is simply not sustainable, the decision was reached that, until the roof was replaced in full, it would be monitored by [REDACTED] who will regularly empty the buckets, cat litter trays and replace newspapers. As at 4th November 2016 the upkeep of the roof has cost the owners £73,633.16, with an additional amount of £1,545.00 being spent on redecoration of owners’ flats.

We are now at the stage that the vast proportion of Owners have paid but are having to undertake a ballot to ask that the monies not paid would be taken out of our contingency fund the closing date being 23rd February.

One bedroom apartments £4,608.31
Two bedroom apartments £6,912.47

(Some monies already having being paid out of our contingency fund to cover Professional Fees and Disbursements to date.)

Please find below some extracts from [REDACTED] report that you might find useful when formulating new planning regulations.

Extracts from [REDACTED] report February 2016

1.1 Basis of Instructions
1.1.1 [REDACTED] were instructed to undertake an independent inspection of the roof over the premises due to on-going dampness ingress and concerns as to the appropriateness of the construction.
3.0 CONDITIONS AND OBSERVATIONS

3.3 Historic Information and Compliance

3.1.1. The subject property was constructed circa 2002 and the roof would have been subject to the following Regulation/British Standards that were in force at the time:

- The 5th Amendment of the technical Standards, in force from 17th April 2000 and or the Building Standards (Scotland) Regulations 1990, as amended by the Building Standards (Scotland) Amendment Regulations 1993, the Building Standards (Scotland) amendment Regulations 1994, The Building Standards (Scotland) Amendment Regulations 1996, the Building (Scotland) Amendment Regulations 1997, and the Building Standards and Procedure Amendment (Scotland) regulations 1999
- BS5534: Part 1: 1997 Code of Practice for slating and tiling
- Construction (Design and Management) (Amendment) Regulations 2000

3.1.2 We understand that the premises were granted both Planning and Building Warrant by the Local Authority and as such are deemed to comply with the relevant statutory acts covering the building at the date of construction.

The Planning position is not relevant to the current situation as this deals with the aesthetics of the premises which are not part of the current issue. With regards the Building Regulations in force at the time, the nature of the construction as evidenced on site and from reference to design details provided by the first Port Development Manager, would have complied with the above legislation. In conjunction with this the Applicant/Agent submitting the Warrant would have certified elements of the position. Accordingly, we see no recourse to the Local Authority for the current predicament.

3.1.3 Having reviewed both the British Standards for slating-design and workmanship, the nature of the construction on site appears to have complied with the Standards at the time of the construction. We are not able to comment on the ‘finished article’ at the date of Practical Completion back in 2002, although, we have seen correspondence that the Developer/Contractor has returned on a few occasions to rectify issues with the roof. This suggests that there were workmanship issues at time of construction or subsequent defects occurred requiring action by the Developer.

3.1.4 In addition to the above, we understand that further repairs have been undertaken by other roofing contractors under instruction of the owners. We are lead to believe that costs of circa £71,400 have been incurred since 2004 in repairs effected to the roof. We are of the opinion that costs of this magnitude are unreasonable for repair of a roof to premises that are no more than 14 years old and reinforces the position relative to workmanship/defects of the original construction.
3.1.5 Notwithstanding the above, the fact that other Contractors have worked on the roof subsequent to the original Developer/Contractor shall afford them the ability to argue that damage has been occasioned by others and thus present a position where liability is difficult to prove. Especially as there are no records of the condition of the premises at date of Practical Completion. (Is this something that could become compulsory)

3.1.6 The Construction (Design and Management) Regulations 1994 as amended (known as the CDM Regs) were aimed at improving the overall management and coordination of health, safety and welfare throughout all stages of a construction project to reduce the large numbers of serious and fatal accidents and cases of ill health which occur every year in the construction industry.

3.1.7 As part of the above Regulations, the Designer plays a key role within the construction project in ensuring that the health and safety of those who are to construct, maintain or repair a structure are considered during the design process and also a significant contribution to avoidance and reduction of risks to health and safety, particularly in relation to the specification of materials and substances.

3.1.8 The design of the roof does not appear to have taken into consideration the future maintenance and repair of the premises, in that there is no fixed access provisions, the roof does not benefit from a deck/sarking substrate, the manufacturer’s literature and BS 8000:Pt 6 states the roof cannot be trafficked and the repair of more than one slate requires the slope to be entirely stripped to afford compliance with the manufacturer’s fixing requirements.

3.1.9 The fragile nature of the slates combined with the length of roof slopes therefore proves very difficult if not impossible to maintain safely and as has been experienced by the roofing contractor, further damaged slates from installation of roof access ladders or crawlboards placed on the roof occurs increasing the time and extent of work that the contractor has to undertake. To compound matters occupiers cannot be present below areas of repair in case any debris, tools or equipment or operators accidentally fall presenting a safety issue.

3.1.10 The result of the lack of consideration to the future maintenance/repair of the roof associated with the selection of the roofing material and design, now presents a position where costly and unnecessary repairs/wholesale replacement of slopes are required.

3.2.17 As highlighted the survey was undertaken during inclement weather. We have been advised that in general gutters accommodate most rainfall intensities and were coping adequately at time of survey. However, the gutters to the rear garden side main elevation of the development are served by a single downpipe and as a consequence in heavy down pours water surcharges the gutter due to the inability of the single down pipe to cope with the deluge.

6.0 SUMMARY AND RECOMMENDATIONS

6.1.1 To summarise, we are of the opinion that the roof as designed and constructed in 2002 complied with relevant legislation and Regulations that
existed at the time. The exception to this position relates to potential issues with workmanship and consideration of future maintenance/repair of the roof. (Should the consideration of future maintenance and repair be made statutory and be made a condition of planning permission?)