

[REDACTED]  
[REDACTED]  
[REDACTED]

***INSPECTION REPORT***

REPORT COMPRISING OBSERVATIONS AND FINDINGS IN RELATION TO EXTERNAL ASPECTS OF:

**PLOT 25 – [REDACTED]**

FOR

HOMEOWNERS:

[REDACTED]  
[REDACTED]

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Date: 04/01/2023

**Introduction:**

Following completion of sale on Plot 25 (house type – [REDACTED]) – [REDACTED] (referred to as 'Plot 25' henceforth), and the initiation of the stipulated 28-day period for reporting snags, thorough internal and external inspection of the property was undertaken. During the home demo appointment, arranged by [REDACTED], which took place on the 19<sup>th</sup> of December 2022 at 9.30am, some of the issues discussed in this report were already discussed. For completeness, this report will cover the majority of the external aspects. Advice on the use of the homebuilder pro system has been advised, and in some cases been used, but due to the extent of the external issues, it was decided that it would be inefficient, and the production of this report would be the most concise method of capturing most issues in an accurate and understandable manner, minimising risk of misunderstanding from any party. This report is not exhaustive and does not represent the entirety of issues on Plot 25, rather the issues deemed major by [REDACTED].

The report will discuss issues in relation to:

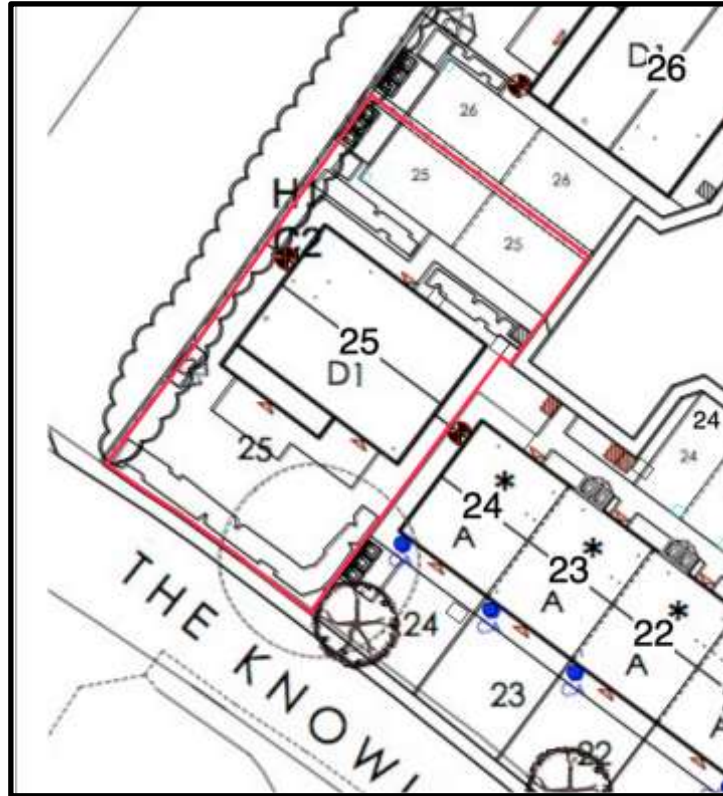
1. The difference in the information provided during reservation and sale [REDACTED] (referred to as 'homeowners' henceforth) to the produced build for Plot 25.
2. The non-conformity of the access route for Plot 25 to Building Regulations – *Access to and use of Buildings: Approved Document M & Premier Guarantee – Technical Manual v14*.
3. The non-conformity of the access route for Plot 25 to Building Regulations – *Protection of falling, collision and impact: Approved Document K*.
4. The non-conformance of the construction of the fair-faced masonry present on Plot 25 to *BS EN 1996-1-1:2005 & Premier Guarantee – Technical Manual v14*.
5. Other quality issues
6. Comments

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## 1. The difference in the information provided during reservation and sale to produced build

As part of the information and enquires pack the homeowners received prior to exchange of contracts, a drawing showing the Plot layout was provided by the developer, **Figure 1.1**. This is the drawing that the homeowners signed and agreed to buy.

**Figure 1.1 – Supplied drawing showing Plot 25**



When comparison between the drawing provided and what the developer has produced is made, many significant differences can be seen. These are notably:

- The presence of a 'bin store' at the end of the driveway in the drawing - ***this has not been provided to Plot 25***
- The access to Plot 25 coming from the road – ***access to Plot 25 has not been constructed in this way***
- The absence of a retaining wall in the rear garden – ***Plot 25 has a retaining wall in the rear garden returning down the side of the house***
- The absence of a retaining wall at the end of the driveway – ***Plot 25 has a retaining wall at the end of the driveway***
- The presence of a garden at the rear separate to the patio area – ***this has not been provided to Plot 25***

The contract of sale signed by both the developer and the homeowner's states in clause 5.5 and 5.6.

6.5 Subject to clause 5.6, the Seller may make variations to the Property Specification, design, manner of construction and materials used for the Dwelling without the Buyer's consent but shall notify the buyer in respect of the same.

6.6 The seller may not make variations that will substantially alter the size, quality, appearance or value of the Dwelling to the Buyer's prejudice without obtaining the Buyer's prior consent such consent not to be unreasonably withheld or delayed.

The consumer code for builders also states that when selling a property off-plan a developer must provide the buyer with:

- a brochure or plan illustrating the general layout, appearance and plot position of the home;
- a list of the home's contents;

- the standards to which the home is being built.

As part of the sales brochure, a specification was provided, **Figure 1.2**, which states that as part of the specification a rear turfed garden would be provided. Plot 25 has not been provided with a turfed area to the rear, **Figure 1.3**.

Notification of these changes to plan or specification **were not** communicated to the homebuyers, and in their prejudice these changes have altered the quality and value of the property.

**Figure 1.2 Excerpt from provided sales brochure showing specification**



**Figure 1.3 As-constructed rear garden**

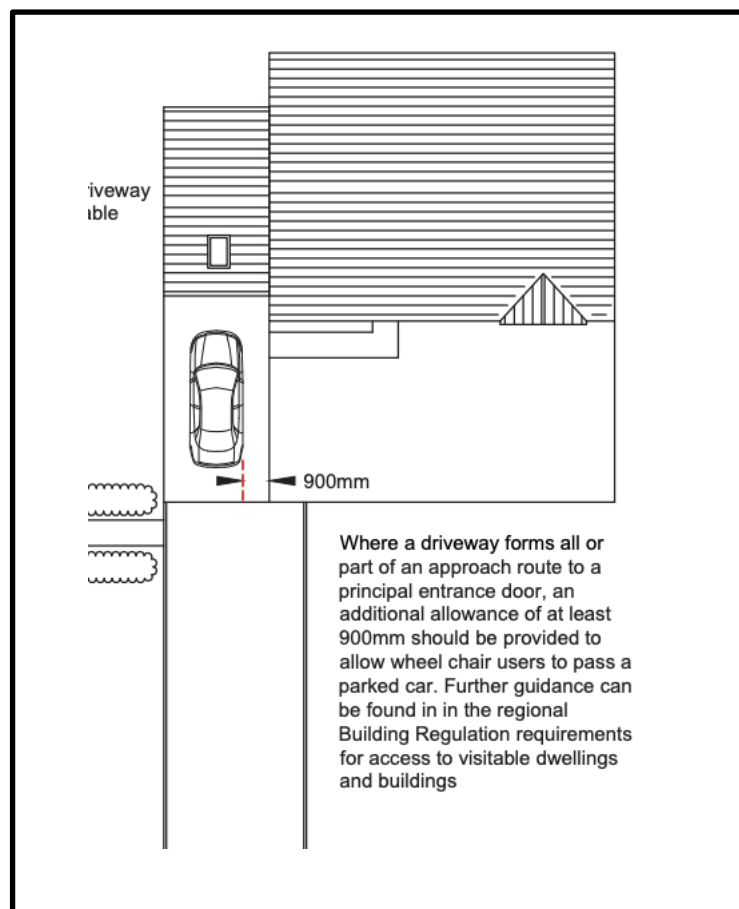


## 2. Non-Conforming Access Route – Driveway

The building regulation document, *Access to and use of buildings – Approved Document M*, states that if a driveway forms part of the access route into the dwelling, an additional provision of a 900mm walkway, alongside the standard parking space, must be made. *Approved Document M* defines a standard parking space to be 2.4m wide by 4.8m long. This would mean that a total **minimum** width of 3.3m is required – if the driveway forms part of the access route. Excerpts from *Approved Document M & Premier Guarantee – Technical Manual v14* showing this information are shown in **Figure 2.1**.

**Figure 2.1: Excerpts from *Approved Document M* (Top) and *Premier Guarantee – Technical Manual v14* (Bottom)**

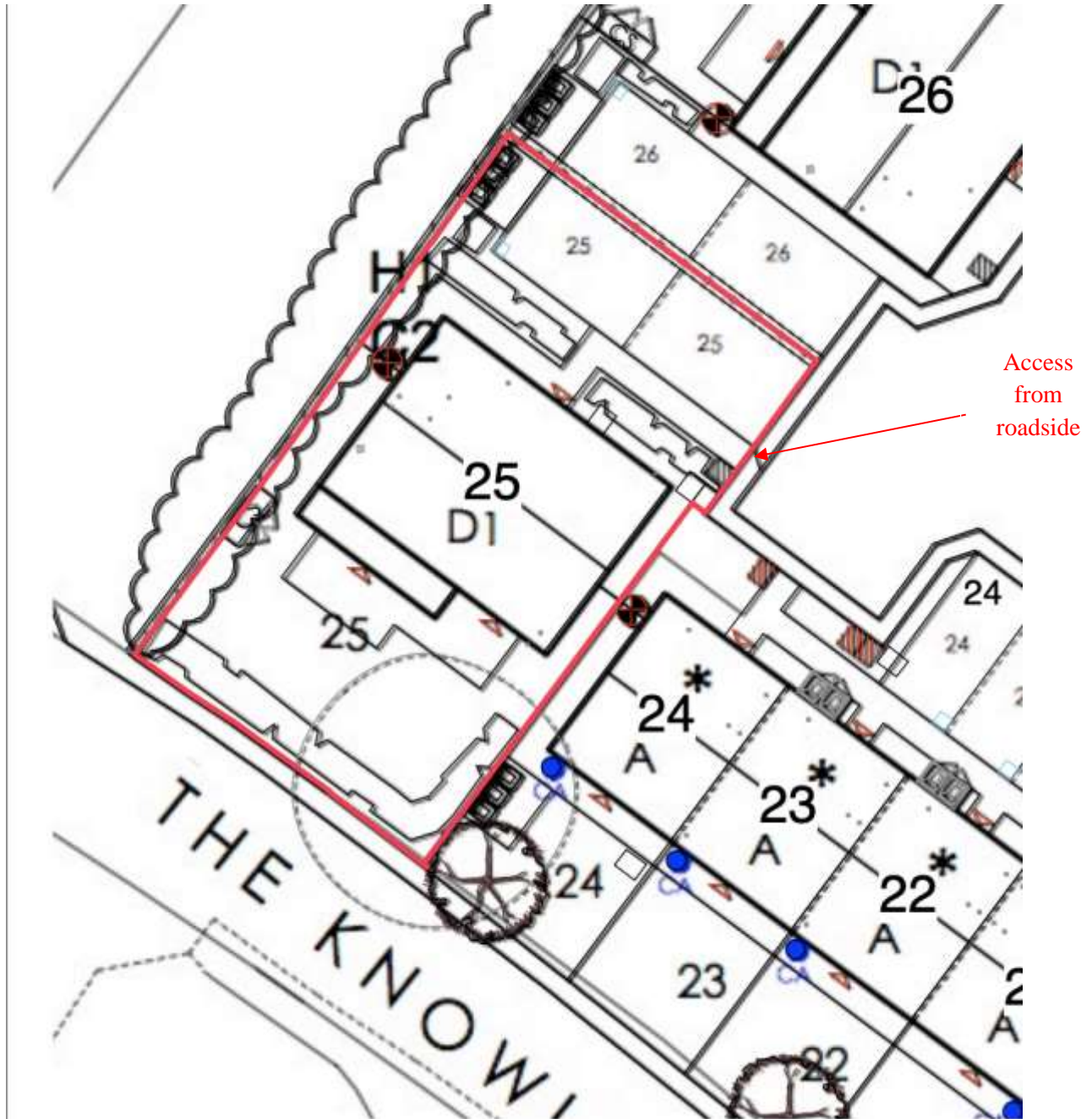
- 1.6** To enable most people to approach the dwelling, approach routes should comply with all of the following.
- The approach route is level, gently sloping, ramped or, where unavoidable, stepped.
  - All external parts of the approach route have a suitable ground surface.
  - The approach route is a minimum of 900mm wide with a maximum cross fall of 1 in 40.
  - Where a driveway forms all, or part of, the approach route, an additional allowance of at least 900mm wide should be provided so that a wheelchair user can pass a parked car.





The drawing provided to the homeowners during the purchase of the property, **Figure 2.2**, depicts the access route coming from the road, mitigating the need for the additional 900mm walkway. In reality, the access has been constructed from the far side of the driveway, **Figure 2.3**, therefore the driveway forms part of the access route. Had the access been constructed as shown in drawing provided to the homeowners, this issue would not have arisen. It is not clear why the deviation from the drawing provided to the homeowners has occurred.

**Figure 2.2: Drawing provided to homeowner - Annotated**



**Figure 2.3: As-constructed access to property**





Inspection of the driveway revealed the width to be ranging between 3.0m and 3.1m, **Figure 2.4**, and as such it does not conform to building regulations. Considering the adjacent plot (Plot 26/No.6) has a driveway of the same dimensions as Plot 25, for consistency, it would not be unreasonable to expect an additional 900mm walkway incorporated onto the current width of the driveway, bringing the total width to approximately 4m.

**Figure 2.4: Driveway width – metal studs indicate end of Plot 25 driveway.**





### 3. Non-Conforming Access Route – ‘Sloped’ Landing

The building regulation document, *Protection of falling, collision and impact: Approved Document K*, states that all stairs or steps, both internally and externally, must provide landings that are level, or, at a maximum gradient of 1:60, **Figure 3.1**.

**Figure 3.1: Excerpt from *Approved Document K***

**1.22** Landings should be level, with the following exception.

A landing at the top or bottom of a flight that is formed by the ground may have a gradient, provided that:

- the maximum gradient along the direction of travel is 1:60
- the surface is paved ground or otherwise made permanently firm.

On the access route to Plot 25, a flight of two steps have been constructed. The lower landing is not level and is ‘sloped’. Measurements of the rise revealed it to be approximately 71mm and the going to be approximately 2207mm, resulting in a gradient of approximately 1:31, **Figure 3.2**. This does not conform with building regulations.

**Figure 3.2: As-constructed access to Plot 25 – with measurements**



#### 4. The non-conformance of the construction of the fair-faced masonry present on Plot 25 to *BS EN 1996-1-1:2005 & Premier Guarantee – Technical Manual v14*.

The British standard, *BS EN 1996-1-1:2005*, relates to the design of masonry structures. Within the standard, bonding for dimensioned natural stone, as used for plot 25' is described using a criterion of minimum overlap of 40mm, or,  $0.25 \times L$ , where L is the length of the smallest unit of adjacent units, **Figure 4.1**. The greater number should be used.

**Figure 4.1 Excerpt from *BS EN 1996-1-1:2005***

##### **8.1.4.2 Dimensioned natural stone units**

(1) Sedimentary and metamorphosed sedimentary natural stone should normally be specified to be laid with its bedding planes horizontal or near horizontal.

(2) Adjacent natural stone masonry facing units should overlap by a distance equal to at least 0,25 times the dimension of the smaller unit, with a minimum of 40 mm, unless other measures are taken to ensure adequate strength.

(3) In walls where the masonry units do not extend through the thickness of the wall, bonding units with a length equal to between 0,6 and 0,7 times the thickness of the wall, should be built at a spacing not exceeding 1 m, both vertically and horizontally. Such masonry units should have a height not less than 0,3 times their length.

Inspection of Plot 25 revealed numerous areas on the stonework where the bond did not comply with *BS EN 1996-1-1:2005*, to the extent that it is not possible for succinct recording and reporting of the areas within this report. Instead, a representative image is shown in **Figure 4.2**.

**Figure 4.2 Plot 25 rear elevation – right corner when viewed from front of house – representative image**





*BS EN 1996-1-1:2005* also describes the requirements for mortar joints, with a minimum 5mm and a maximum of 15mm, **Figure 4.3**.

**Figure 4.3 Excerpt from *BS EN 1996-1-1:2005***

#### 8.1.5 Mortar joints

(1) Bed joints and perpend joints made with general purpose and lightweight mortars should have  $\overline{AC_1}$  an actual thickness  $\overline{AC_1}$  not less than 6 mm nor more than 15 mm, and bed and perpend joints made with thin layer mortars should have  $\overline{AC_1}$  an actual thickness  $\overline{AC_1}$  not less than 0,5 mm nor more than 3 mm

Inspection of the perpend joints on the stonework on Plot 25 revealed an extensive number perpend joints greater than 15mm. Again, such a large volume of out of tolerance perpend joints made it very difficult to succinctly record them within this report. Some representative images are shown in **Figure 4.4**. Using one of the smaller perpend joints as reference (shown below) it is evident that the majority of perpend joints on the photographed pillar are out of tolerance. This is representative of the stonework on the entirety of Plot 25.

**Figure 4.4 Out of tolerance perpend joints – with measurements**





The *Premier Guarantee – Technical Manual v14* describes a requirement for weep-holes to be placed at a maximum of 900mm centres, **Figure 4.5**.

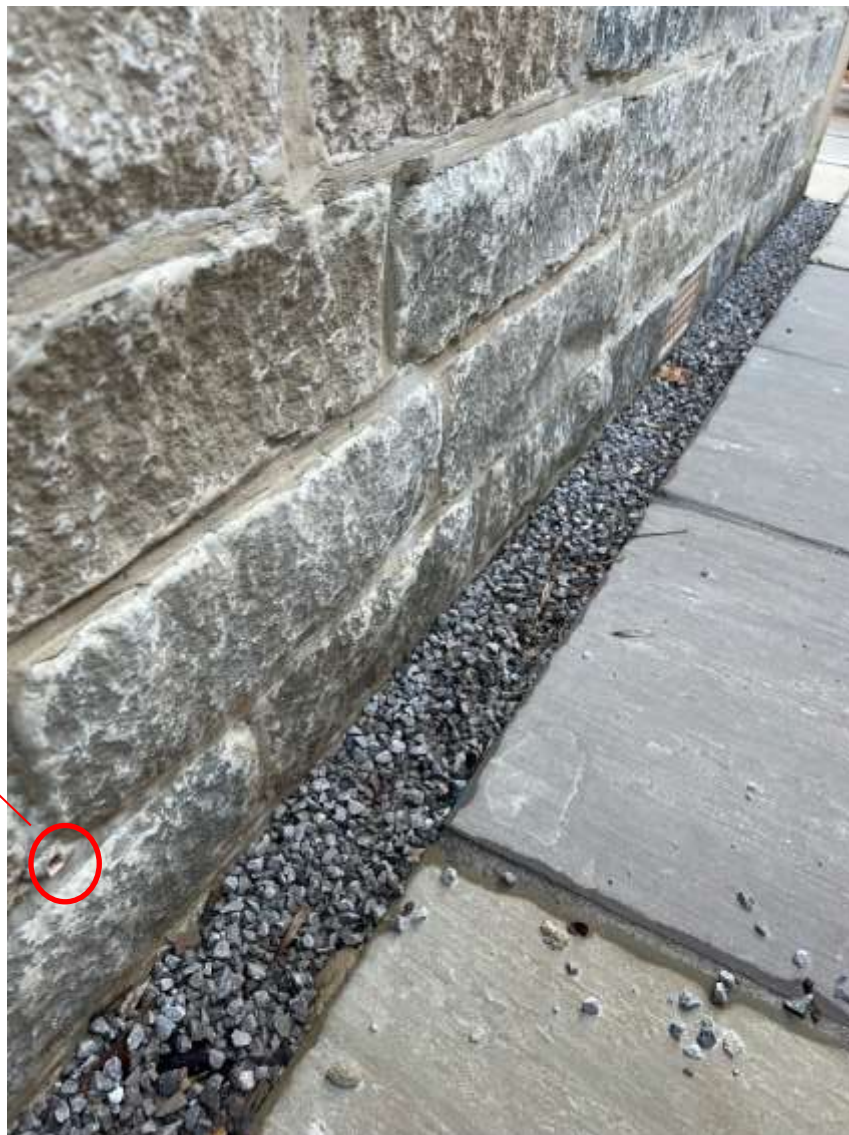
**Figure 4.5** Excerpt from *Premier Guarantee – Technical Manual v14*

#### Weep-holes

- Weep-holes must be installed at no more than 900mm centres to drain water from cavity trays and from the concrete cavity infill at ground level. When the wall is to be cavity filled, it is advisable to reduce this spacing.
- At least two weep-holes must be provided to drain cavity trays above openings.
- Weepholes will be required in rendered masonry cavity walls for Warranty purposes.
- Weep-holes in exposure zones 3 and 4 should be designed to prevent ingress of wind-driven rain (including ground level).

At several locations on plot 25 inadequate weep-holes have been used in construction, particularly at the DPC course close to ground level, where they have been missed or placed further apart than the 900mm limit. Representative image, **Figure 4.6**.

**Figure 4.6** Representative image showing insufficient weep-holes



Last weep-vent on  
that stretch of  
stonework

## 5. Other Quality Issues

Various other quality issues were noted during inspection.

The *Premier Guarantee – Technical Manual v14* describes a requirement for all paths and driveways to be constructed with the use of edgings, **Figure 5.1**.

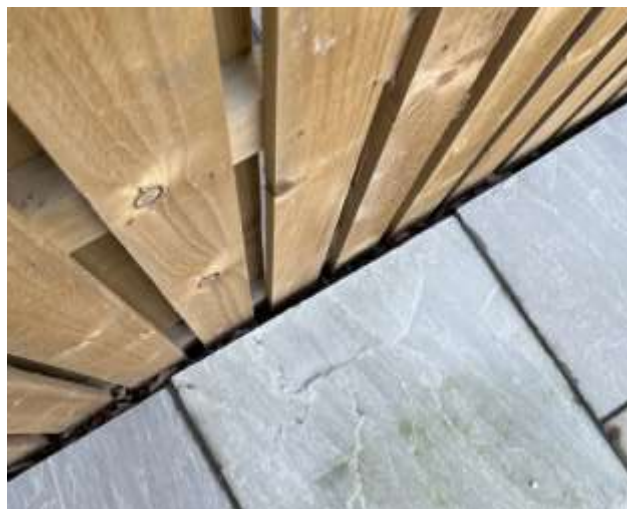
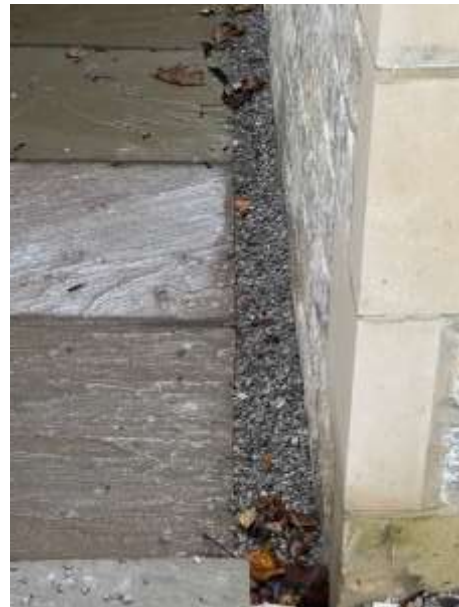
**Figure 5.1** Excerpt from *Premier Guarantee – Technical Manual v14*

### Edgings

Edgings are to be provided to paths and driveways to prevent movement or displacement. Edgings should be laid to ensure that there are no excessive gaps and laid with smooth alignment along the top of the edging.

No edgings have been used on the entirety of the paths on Plot 25, representative images, **Figure 5.2**.

**Figure 5.2** Representative images showing lack of Edgings used





Examination of the construction of the lean-to at the rear of the property revealed it to be built approximately 20mm out of level, **Figure 5.3**. This also presents an issue as the corbel stones used to support the gutter are climbing towards the fall pipe.

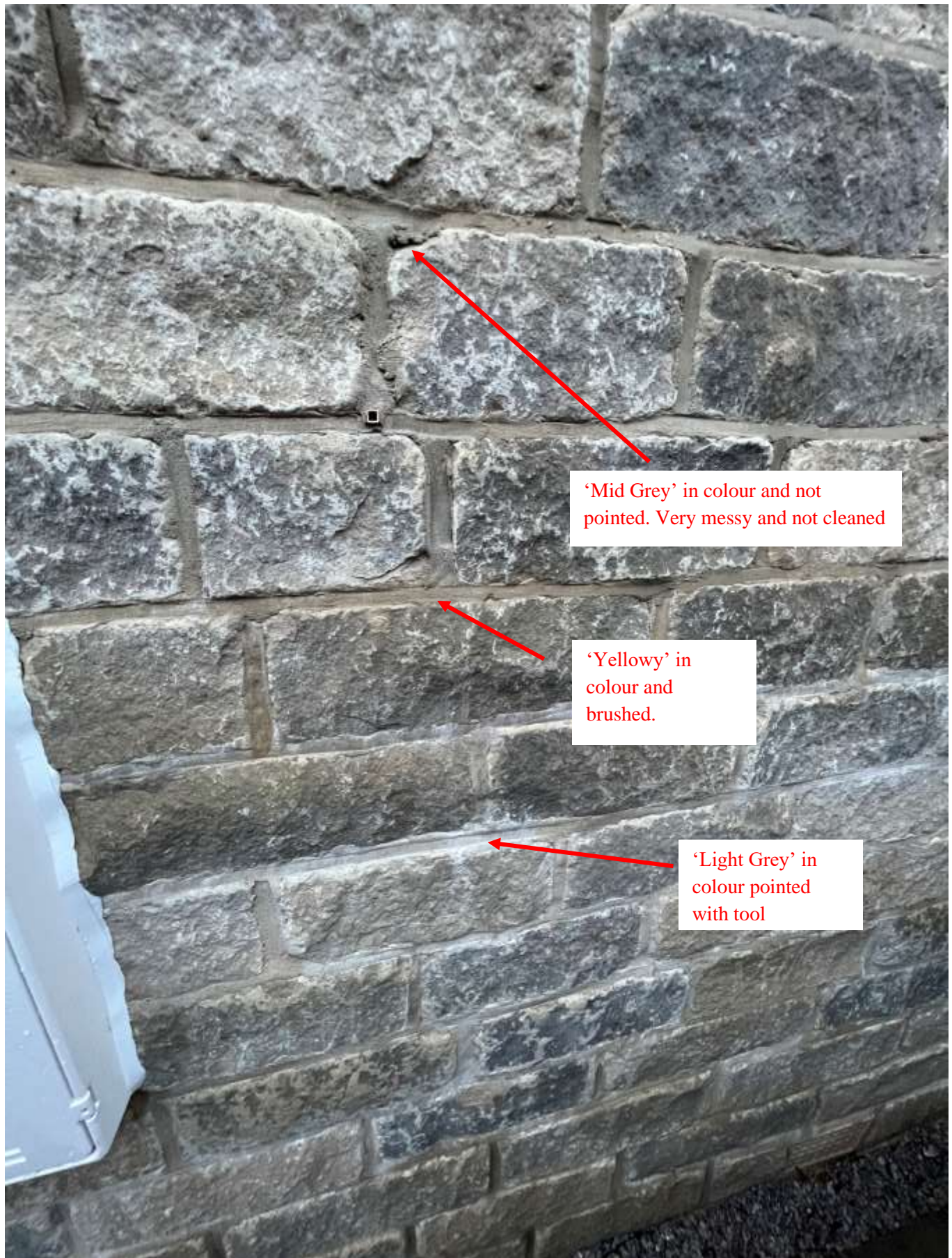
**Figure 5.3 Lean-to at the rear of the property**





The quality of the mortar and pointing is extremely inconsistent across the entirety of Plot 25. Differences in mortar colour and pointing quality are shown in a representative image, **Figure 5.4**.

**Figure 5.4** Representative images showing differences in mortar colour and poor pointing



Many of the quoin stones used on the construction of Plot are chipped and or scratched. Representative images, **Figure 5.5.**

**Figure 5.5 Representative images showing damage to quoins**

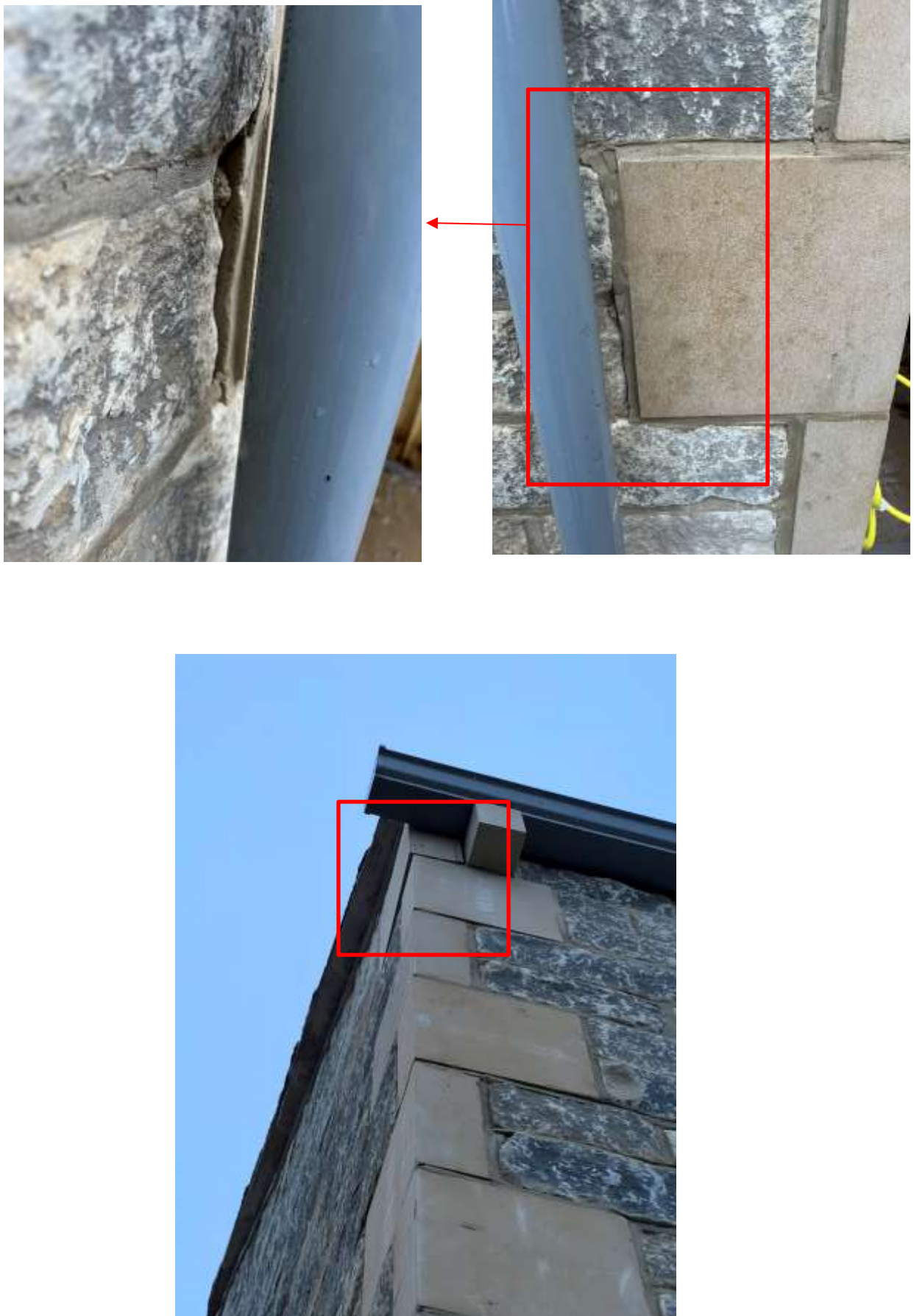


Further example of poor and inconsistent pointing



The alignment of the quoin stones in relation to the adjacent stonework is also poor in some locations, with some quoin's mis-aligned or coming away from the stonework. Representative images, **Figure 5.6**.

**Figure 5.6 Representative images showing mis-aligned quoins**





The finish on the steel beam spanning the door opening in the lean-to at the rear of Plot 25 has been left un-painted and as primed with red oxide primer. The steel is also not inset back onto the stone/block work to allow for proper pointing, **Figure 5.7**

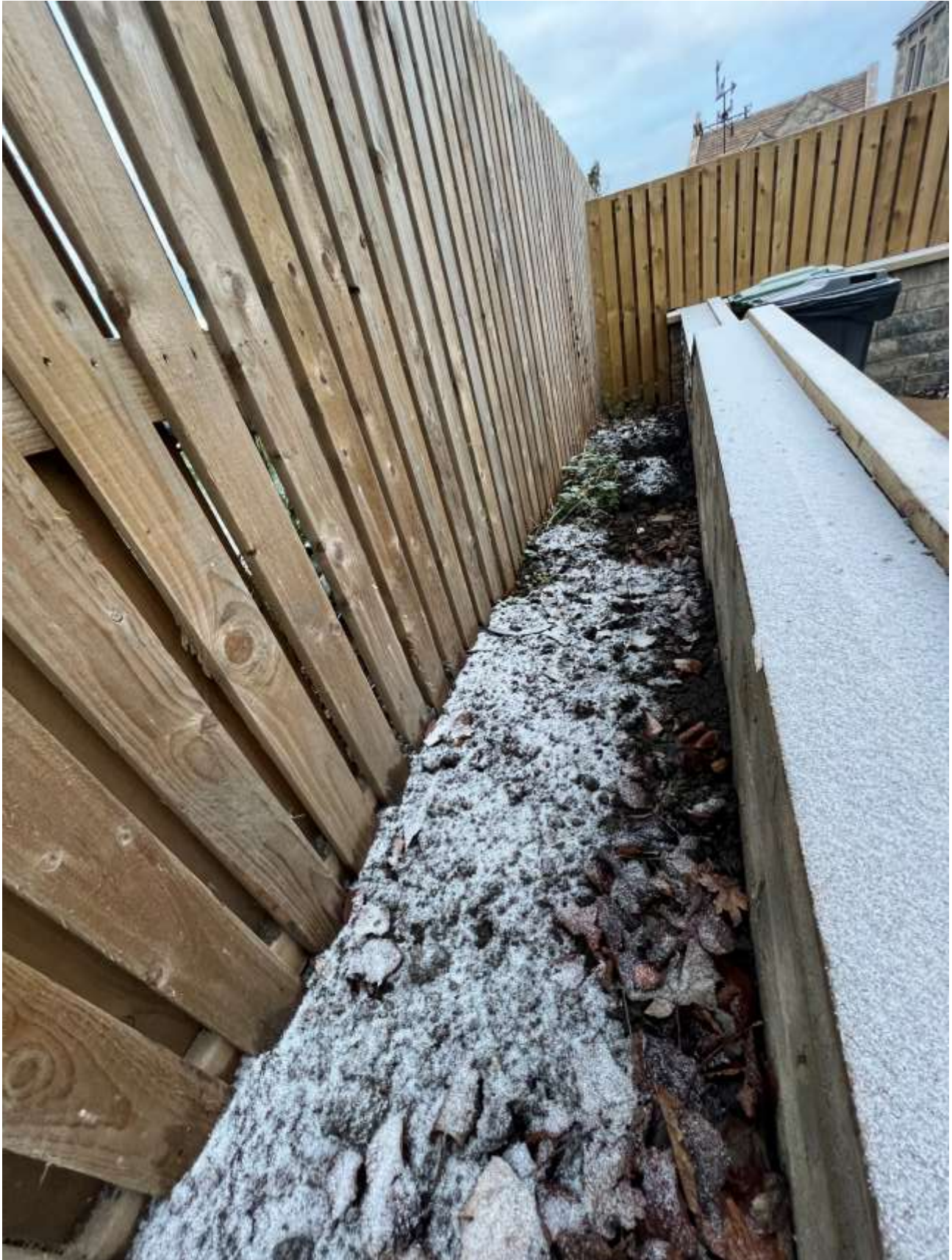
**Figure 5.7 As primed steel, holes in mortar and poorly pointed. Steel left protruding preventing sufficient pointing.**





The retaining wall built at the end of the driveway appears to be unnecessary, as it is not retaining any earth and in the opinion of the homeowners, will act as a 'rubbish trap'. There is no provided access to maintain this area safely. The retaining wall was not detailed in any plan provided and has actually impeded the space that was designated for bin stores, **Figure 5.8**.

**Figure 5.8 Unnecessary retaining wall wasting space**





Poor materials choice and poor workmanship in the approach to the dwelling detracts from the quality of the external aesthetic appearance of the dwelling, **Figure 5.9**.

**Figure 5.9 Incorrect material selection and poor workmanship**





## 6. Comments

As the homeowners of Plot 25 it is extremely disappointing to be met with such abhorrent and unsatisfactory workmanship on the external aspect of the property. The ground works do not comply with building regulations when the permission to build this house is granted on the basis that the construction will be carried out in accordance with these regulations. As for any wheelchair bound guests the homeowners wish to invite, they will be unable to do so as the wheelchair user will not be able to access the property. It is unclear why a decision to alter the access from the road to the far side of the driveway was made. During the home demo the homeowners were told that the drawing had been changed, although sight of this has not been had, which was a requirement of the contract of sale.

Disregard for many of the requirements listed within the Premier guarantee is shocking, and it is a wonder how the building inspector acting on behalf of Premier Guarantee has not noticed many of the non-conformances. It would be hard to claim that the issues highlighted in this report are 'minor' or 'unnoticeable'. As far as the homeowners are concerned, the technical guidance from Premier Guarantee and the Building Regulations 'approved documents' are written to be followed, not to be disregarded, otherwise, what would be the point of them.

The quality of the stone masonry is extremely questionable. It is imperative to highlight that the images depicted in this report are representative. Had a photograph been taken of each oversized perpendicular joint, lack of bond, damaged quoin, missing weep vent, used rejected stone and pieces of poor pointing, this document would be enormous. It would be fair to say that it is harder to find a section of stonework that is both satisfactory aesthetically and to the required standard than it is not to. The stonework would be something expected of an apprentice or someone purely unqualified in the construction of masonry structures in stone, as it appears completely amateurish. Not only is the lack of bond and oversized joints unsightly, but they are also detrimental to the structural aspect of the structure which is a concern for the homeowners.

The lack of edgings on the pathways around Plot 25 has resulted in none of the paths being square or true to the dwelling structure, almost as though those doing the work did not possess a string line, pins, square and tape measure, hardly good workmanlike conduct.

Incorrect materials been used on the approach to the dwelling has massively impacted the aesthetic quality of the build. Cut down paving slabs acting as coping stones, that aren't cut straight and left with jagged edges on them, laid onto a wall out of line with each other, not level with each other and with no allowance for a drip is another nod to the amateur attempt at finishing a £364,950 property.

Variation in the materials used for the external walls is inconsistent with the other 'The Moor' properties and there appears to be no justification, for example, external walls built on Plot 26 are constructed using stone matching the facing stone of the dwelling and finished using an ashlar stone toppler. Plot 25 has been provided with a concrete block wall with timber fencing fixed to it, which vastly detracts from the value and quality and longevity of the construction. The homeowners will not agree that the construction of the wall had to be this way due to its retaining aspect. The gap between the wall and the site boundary fence is approximately 800mm. There is enough room to have constructed the wall as a double skin construction, faced with natural stone matching the dwelling and topped with ashlar stone appropriately.

The inclusion of a turfed area was specifically asked about at reservation, and the homeowners were told it was in the specification and will be included. At this point it seems the most sensible approach would be to make the area above the retaining wall at the rear into a garden, with appropriate guarding onto the wall.

Overall, satisfaction with the external aspect of the property is very low for the homebuyers. Extreme disappointment matched with frustration and anxiety about remedial works affecting peace within the property while living there is marring the early experience of owning Plot 25 [REDACTED].