

QUEST

PROPERTY CONSULTANTS



69A AND 69B
REGENTS PARK ROAD
LONDON NW1 8UY

25TH MARCH 2022

SCHEDULE OF CONDITION
AND DILAPIDATIONS REPORT FOR
JON CHRISTOPHER LTD

REF: 20598

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- 1. PHOTOGRAPHIC EVIDENCE**

1.0 PREFACE

We have been instructed by Jon Christopher Ltd to prepare a Schedule of Condition and Dilapidations report in respect of the subject property.

- 1.1. This Schedule of Dilapidations has been prepared following an inspection of the property on 25th March 2022 and is compiled with reference to the following documentation:
 - Lease dated 14th April 1992 between Max Thomas Family Holdings Limited and Yozo Hirayama relating to 69A Regents Park Road, London NW1.
 - Lease dated 14th April 1992 between Max Thomas Family Holdings Limited and Yozo Hirayama relating to 69B Regents Park Road, London NW1
- 1.2. In accordance with Clause 12 of the Fifth Schedule of the Leases, the Tenant is required to yield up the premises at the end of the term with, inter alia, all of the covenants complied with.
- 1.3. The Landlord reserves the right to alter and amend the Schedule at any time up to full and final settlement of the claim.
- 1.4. Reference to specific orientation and location of items is based on facing the demise standing in the main entrance doorway.
- 1.5. Where this Schedule predates the expiry of the Lease, breaches identified in connection with reinstatement of alterations and yielding up are those which are anticipated to arise at that date, should the Tenant not elect to undertake the relevant works prior to the expiry date.
- 1.6. This Schedule is sub-divided in order to clearly identify breaches deemed to have arisen in relation to the Tenant's obligations to reinstate, redecorate, repair and comply with other obligations and is formatted in accordance with the recommendations set out in the current RICS Dilapidations Guidance Note.
- 1.7. All specifications and working practices adopted in the implementation of any works should be in line with good building practice, the covenants and prevailing statutory regulations where applicable. If the Tenant is considering implementing the works it is essential that the Schedule is not taken as the basis of the specification. The Tenant should seek its own advice as to the scope of works necessary to leave the premises in the state and condition required by the lease.
- 1.8. Where the remedy identified is to replace components as a consequence of a breach, this is taken as to match existing (or a modern equivalent if appropriate). All necessary making good is deemed to be included when this arises from component replacement or removal. Where the remedy identified is to strip out any engineering services, this is taken to include all associated tenant supplies including all conduits, trays, trunking, controls etc as appropriate.
- 1.9. To facilitate a response, an electronic copy (Microsoft Excel) of the Schedule of breaches and remedies is available on request.

2.0 Property

This report is for the property known as:

69A and 69B

Regents Park Road

London NW1 8UY

3.0 INSPECTION

An inspection of the property was undertaken on 25th March 2022 by Panicos Loizides MRICS; weather conditions were clear.

3.1 Restrictions to Inspection

We have inspected the building externally from ground level and have not been able to obtain clear views of the roof. Our inspection has been limited to the visible internal and external parts. Our inspection was also limited by the presence of furniture, fixtures and floor coverings.

4.0 DESCRIPTION

4.1 Property Description

The subject property is a one bedroom flat situated on the first and second floors of a three-storey mixed use end of terrace period building, arranged as a ground floor retail unit and residential to the upper parts.

Access to the subject property is via its own entrance at ground floor level on the side elevation.

Upon entry, an entrance lobby is formed. A staircase leads to the first floor. At first floor half landing a further lobby is formed. To the left is WC followed by a rear room. To the right a further set of stairs lead to the first floor. Which is arranged to provide a reception to the front and a kitchen to the rear. A set of French windows lead to the front balcony area.

The staircase area provides access to the second floor where a second floor landing is formed. To the right is a WC and ahead a bedroom. To the left is a bathroom.

4.2 Condition

The property is presented in dilapidated condition and in need of a complete refurbishment/overhaul throughout.

The kitchen is fitted with a range of freestanding base with ply worktops, Belfast sink and a line of backsplash tiles. The bathroom includes a bathtub and a pedestal hand wash basin. The two WC's include low flush WC's and hand wash basins.

Walls to the flat are mainly plastered and decorated or papered and decorated over. Ceilings are similarly plastered and decorated. Floors are laid with exposed timber floorboards or chipboards decorated over, save the bathroom and WC's which are tiled.

Fenestration to the property is of a mixture of sash and timber casements windows with single glazed panes.

A detailed condition and defects require immediate attention are listed in the Schedule of Dilapidations in paragraph 6 below.

4.3 Services

We have assumed that mains services are connected to the subject property and that all services are adequate and fully operational.

5.0 COVENANTS

Below is a summary of covenants which are considered to be relevant in identifying the dilapidations claim. It is not to be read as a statement of all obligations imposed by the Lease or any other relevant documents.

Lease of 69A Regents Park Road

Lease terms		
Dated:		14 th April 1992
Original Lessor:		Max Thomas Family Holdings Limited
Current Lessor:		Max Thomas Family Holdings Limited
Original Lessee:		Yozo Hirayama
Current Lessee:		Yozo Hirayama
Demise:	The First Schedule	<p>All that flat and its appurtenances numbered and situated as referred to in Paragraph 5 of the particulars hereto (Flat Number 69A being on the first floor of the Building) as the same is more particularly delineated but by way of identification only on the plan annexed hereto and thereon showed edged red and comprising (without prejudice to the generality of the foregoing):</p> <ol style="list-style-type: none"> i. All parts of the Building internally and externally up from and including the surface of the floor of the first floor level of the Building to and including the lower half of the joists of the floor of the second floor level and all gutters and downpipes affixed thereto ii. The entrance hall and staircase including the external walls thereof shown coloured blue on the Plan annexed leading to the second floor of the Building iii. The surface of the balcony at the front of the Building iv. All sewers drains and water courses pipes cables wires ducts conduits cisterns tanks radiators sanitary ware and all other fixtures and fittings incorporated within the Flat which serve the flat exclusively
Term:	Clause 1	99 years from 25 th Day of December 1991
To repair and decorate:	The Fifth Schedule Clause 5	To keep the demised premises and all additions thereto and the Lessors fixtures and fittings sanitary apparatus and appurtenances installed therein or affixed thereto well and substantially repaired cleansed maintained and renewed and to replace from time to time all Lessors fixtures fittings any appurtenances in the Demised Premises which may be or become beyond repair at any time during or at the expiration or sooner determination of the said term

	The Fifth Schedule Clause 6	In every seventh year of the said term and in the last year of the aid term howsoever the same is determined to paint with two coats of good quality paint and redecorate in a good and workmanlike manner all internal parts of the Demised Premises heretofore or usually painted or decorated
	The Fifth Schedule Clause 7	In every fifth year of the said term and in the last year of the aid term howsoever the same is determined to paint with two coats of good quality paint and redecorate in a good and workmanlike manner and to a colour previously approved in writing by the Lessor all the external parts of the Demised Premises heretofore or usually painted or decorated
	The Fifth Schedule Clause 10	To keep all baths lavatories cisterns waste soil and other pipes and media connected to the Demised Premises clean and open and not to suffer dirt rubbish rags or other refuse to be thrown or dropped therein and to keep all exposed water pipes connected to the Demised Premises reasonably protected from frost and also to clean the inside and outside of all windows of the Demised Premises as may be necessary
To yield up:	The Fifth Schedule Clause 12	At the expiration or sooner determination of the said term to peacefully surrender and yield up to the Lessor all and in singular the Demised Premises together with all additions thereto and all Lessors fixtures and fittings therein in good and substantial repair and condition.
Alterations:	The Fifth Schedule Clause 8	Not to make or permit or suffer to be made any addition or alteration of a structural nature to or in the Demised Premises or any part thereof nor to make any waste nor cut maim injure or remove any of the party or other walls or structures or the principal or bearing timbers or iron steel or other supports thereof without first obtaining the written permission of the Lessor such consent not to be unreasonably withheld
	The Fifth Schedule Clause 9	Not to make any alteration or addition to or remove or replace the whole or any part of the plumbing drainage electrical systems serving or running in or under or through the Demised Premises without first obtaining the previous consent in writing of the Lessor which shall not be unreasonably withheld
To inspect:	The Fifth Schedule Clause 11	To permit the Lessor and his servants and others with his authority at all reasonable times by appointment (except in an emergency when such appointment shall not be necessary) to enter the Demised Premises and examine the state of repair condition and decoration thereof and to take an inventory of the Lessor's fixtures and fittings then in and about the same and to repair and make good all defects or wants of repair and decoration of which notice in writing shall be given by the Lessor to the Lessee within one calendar month after the giving of notice and if the Lessee shall at any time make default in the performance of any of the covenants herein contained for or relating to the repair or decoration of the Demised Premises it shall be lawful for the Lessor to enter upon the

		Demised Premises and repair or decorate the same at the expense of the Lessee in accordance with the covenants and provisions of this Lease and the expenses of such repairs or decorations shall be a debt due from the Lessee to the Lessor and shall be repaid on demand.
To pay costs:	The Fifth Schedule Clause 16	To pay to the Lessor all expenses (including solicitors costs and surveyors fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the court or in connection with the preparation and service of a Schedule of Dilapidations (whether during the term or at the end or sooner determination of the term) and the supervision of the works scheduled thereon.

Lease of 69B Regents Park Road

Lease terms		
Dated:		14 th April 1992
Original Lessor:		Max Thomas Family Holdings Limited
Current Lessor:		Max Thomas Family Holdings Limited
Original Lessee:		Yozo Hirayama
Current Lessee:		Yozo Hirayama
Demise:	The First Schedule	<p>All that flat and its appurtenances numbered and situated as referred to in Paragraph 5 of the particulars hereto (Flat Number 69B being on the second floor of the Building) as the same is more particularly delineated but by way of identification only on the plan annexed hereto and thereon showed edged red and comprising (without prejudice to the generality of the foregoing):</p> <ol style="list-style-type: none"> i. All parts of the Building internally and externally up from and including the surface of the floor of the second floor level of the Building including the roof and chimney stack thereof and all gutters and downpipes affixed thereto ii. All sewers drains and water courses pipes cables wires ducts conduits cisterns tanks radiators sanitary ware and all other fixtures and fittings incorporated within the Flat which serve the flat exclusively iii. All the parts of the roof and chimney stack above the landing (shown coloured blue on the plan annexed) but not the said landing or the structural walls thereof iv.

Term:	Clause 1	99 years from 25 th Day of December 1991
To repair and decorate:	The Fifth Schedule Clause 5	To keep the demised premises and all additions thereto and the Lessors fixtures and fittings sanitary apparatus and appurtenances installed therein or affixed thereto well and substantially repaired cleansed maintained and renewed and to replace from time to time all Lessors fixtures fittings any appurtenances in the Demised Premises which may be or become beyond repair at any time during or at the expiration or sooner determination of the said term
	The Fifth Schedule Clause 6	In every seventh year of the said term and in the last year of the aid term howsoever the same is determined to paint with two coats of good quality paint and redecorate in a good and workmanlike manner all internal parts of the Demised Premises heretofore or usually painted or decorated
	The Fifth Schedule Clause 7	In every fifth year of the said term and in the last year of the aid term howsoever the same is determined to paint with two coats of good quality paint and redecorate in a good and workmanlike manner and to a colour previously approved in writing by the Lessor all the external parts of the Demised Premises heretofore or usually painted or decorated
	The Fifth Schedule Clause 10	To keep all baths lavatories cisterns waste soil and other pipes and media connected to the Demised Premises clean and open and not to suffer dirt rubbish rags or other refuse to be thrown or dropped therein and to keep all exposed water pipes connected to the Demised Premises reasonably protected from frost and also to clean the inside and outside of all windows of the Demised Premises as may be necessary
To yield up:	The Fifth Schedule Clause 12	At the expiration or sooner determination of the said term to peacefully surrender and yield up to the Lessor all and in singular the Demised Premises together with all additions thereto and all Lessors fixtures and fittings therein in good and substantial repair and condition.
Alterations:	The Fifth Schedule Clause 8	Not to make or permit or suffer to be made any addition or alteration of a structural nature to or in the Demised Premises or any part thereof nor to make any waste nor cut maim injure or remove any of the party or other walls or structures or the principal or bearing timbers or iron steel or other supports thereof without first obtaining the written permission of the Lessor such consent not to be unreasonably withheld
	The Fifth Schedule Clause 9	Not to make any alteration or addition to or remove or replace the whole or any part of the plumbing drainage electrical systems serving or running in or under or through the Demised Premises without first obtaining the previous consent in writing of the Lessor which shall not be unreasonably withheld

To inspect:	The Fifth Schedule Clause 11	To permit the Lessor and his servants and others with his authority at all reasonable times by appointment (except in an emergency when such appointment shall not be necessary) to enter the Demised Premises and examine the state of repair condition and decoration thereof and to take an inventory of the Lessor's fixtures and fittings then in and about the same and to repair and make good all defects or wants of repair and decoration of which notice in writing shall be given by the Lessor to the Lessee within one calendar month after the giving of notice and if the Lessee shall at any time make default in the performance of any of the covenants herein contained for or relating to the repair or decoration of the Demised Premises it shall be lawful for the Lessor to enter upon the Demised Premises and repair or decorate the same at the expense of the Lessee in accordance with the covenants and provisions of this Lease and the expenses of such repairs or decorations shall be a debt due from the Lessee to the Lessor and shall be repaid on demand.
To pay costs:	The Fifth Schedule Clause 16	To pay to the Lessor all expenses (including solicitors costs and surveyors fees) incurred by the Lessor for the purpose of or incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 notwithstanding that forfeiture is avoided otherwise than by relief granted by the court or in connection with the preparation and service of a Schedule of Dilapidations (whether during the term or at the end or sooner determination of the term) and the supervision of the works scheduled thereon.

6.0 SCHEDULE OF DILAPIDATIONS

ITEM	CLAUSE	BREACH COMPLAINED OF	REMEDIAL WORK REQUIRED	QTY	UNIT	RATE	COST
1.0		<u>Redecoration - External</u>					
1.1	7	Stucco rendering to the front, side and rear elevation is damaged	Repair and make good all damaged parts of the rendering	1	Item	£3,200.00	£ 3,200.00
1.2	7	The external elevation walls require repointing	Re-point area with mortar	1	Item	£2,400.00	£ 2,400.00
1.3	7	The stucco render at front rear and side elevations require redecoration	Re-decorate with good masonry paint	1	Item	£2,500.00	£ 2,500.00
1.4	7	The main door requires redecoration	Prepare and redecorate front door with two coats of undercoat and 1 no top coat of gloss paint	1	Item	£ 450.00	£ 450.00
1.5	5	2 no. windows in deteriorated state and require repairs and reconstruction	Repair windows where necessary and prepare for redecorations	2	Item	£ 450.00	£ 900.00
1.6	7	The external face of all windows and frames require redecoration	Prepare and redecorate all with two coats of undercoat and 1 no top coat of gloss paint	7	Item	£ 175.00	£ 1,225.00
1.7	5	All external window glazing requires cleaning	Thoroughly clean and treat all elements of window glazing	7	Item	£ 9.00	£ 63.00
2.0		<u>Redecoration - Internal</u>					
2.1	5	The wall to the front elevation is damp and cracked	Wall to be treated for dampness and prepare for plastering	4	sq. m	£ 150.00	£ 600.00
2.2	5	Walls and ceiling have severe cracks and in need of hacking and replastering	Hack down defective plastering, make repairs, replaster and prepare for decorations	136	sq. m	£ 15.00	£ 2,040.00
2.3	6	Walls and ceilings are in need of re-decoration	Prepare all wall and ceiling surfaces for decoration with 1 no. undercoat and 2 no. coats emulsion paint.	241	sq. m	£ 12.00	£ 2,892.00
2.4	6	All joinery is in need of re-decoration	Re-decorate with 2 no coats of undercoat and one coat of gloss emulsion paint	1	item	£1,200.00	£ 1,200.00
2.5	6	All hardwood architraves, frames etc to be decorated with 2 no. coats of undercoat and one coat of gloss emulsion paint	As above	1	item	£ 575.00	£ 575.00

3.0 Internal - Kitchen

3.1	5	The kitchen units and worktops are beyond economic repair and obsolete	Renew entire kitchen with a range of base and wall units complete with woodchip laminated worktops and stainless steel sink	1 item	£2,600.00	£ 2,600.00
4.0		<u>Flooring</u>				
4.1	5	The floorboards and chipboard are soiled, worn and damaged	Replace where necessary all damaged floors, sand down and prepare all wooden floors and varnish with 2 no. coats of good quality varnish or floor paint	73 sq. m	£ 40.00	£ 2,920.00
4.2	10	The bathroom and kitchen tiles are soiled	Disinfect and clean all areas	1 item	£ 75.00	£ 75.00
5.0		<u>Windows</u>				
5.1	5	Check all windows are operational and do not allow water ingress. Ensure all window furniture and locks are fully functional and operate effectively.	Check all sash windows are operational and do not allow water ingress. Ensure all window furniture and locks are fully functional and operate effectively.	7 item	£ 75.00	£ 525.00
5.2	5	Prepare and use proprietary cleaning solution to clean all window panes	Prepare and use proprietary cleaning solution to clean all window panes	7 item	£ 9.00	£ 63.00
6.0		<u>Electrical</u>				
6.1	5	The electrical installation within the property is obsolete and unsafe	Allow for re-wiring of the entire property, provide cabling and new power sockets in the various rooms and new cabling, switches and lighting outlets throughout.	1 item	£6,000.00	£ 6,000.00
7.0		<u>Statute</u>				
7.1		Provide asbestos survey report		1 item	£ 750.00	£ 750.00
7.2		Provide electrical certification Report as recommended in BS 7671:2008 (IEE Wiring Regulations, 18th Edition as amended)		1 item	£ 900.00	£ 900.00
TOTAL COST						£31,878.00

SUMMARY OF DILAPIDATIONS
69A and 69B Regents Park Road
London NW1 8UY

Cost of works		£	31,878.00
Contractor's preliminaries, overheads and profit	@ 20.00%	£	6,375.60
Temporary Access (Scaffolding on three elevations)		£	5,500.00
TOTAL COST OF BUILDING WORKS		£	43,753.60
Professional fees for contract Administrator	@ 13.00%	£	5,687.97
Professional fees for planning supervisor	@ 0.00%	£	-
TOTAL CONSTRUCTION COST		£	49,441.57
Administration charge for preparation of schedule		£	2,000.00
Administration charge for service of schedule		£	600.00
SUB-TOTAL		£	52,041.57
Value Added Tax	@ 20.00%	£	10,408.31
Loss of rent, service charge and insurance (Assume 6 week contract period)			
Loss of rent	£ -	per annum	£ -
Loss of service charge	£ -	per annum	£ -
Loss of insurance premium	£ -	per annum	£ -
Total loss of rent etc		£	-
TOTAL AMOUNT OF FINANCIAL CLAIM		£	62,449.88

7.0 GENERALLY

All the works set out in this Schedule are reasonably required in order to put the premises into the physical state required by the terms of the leases (and any licences or other relevant documents). Where quoted, the costs identified for such works are reasonable. Full account has also been taken of the Landlord's declared intentions for the property as understood at the date of the Schedule.

Our Valuations and Reports are confidential to the party to whom they are addressed and for the specific purpose to which they refer, and no responsibility whatsoever is accepted to any third parties.

Neither the whole, nor any part, nor reference thereto, may be published in any document, statement or circular, nor in any communication with third parties, without our prior written approval of the form and context in which it will appear.



Panicós Loizides MRICS
For and on behalf of
Quest Property Consultants Ltd

15th June 2022

Ref: 20598

APPENDICES

1. PHOTOGRAPHIC EVIDENCE