

76 Landmark Place
Churchill Way
Cardiff
CF10 2HS

Mr Allez
Regional Chief Engineer
Sir Robert McAlpine Ltd.
100 Park Avenue
Aztec West
Bristol
BS32 4TT

24th February 2007

Dear Mr Allez

Re: Landmark Place, Cardiff – Soil & Vent Pipes

Further to your letter of the 20th December 2006, I have now received a pro-forma letter in your name proposing an appointment date to carry out the remedial works, but having inspected the sample access panel that you left at the Concierge desk, I have to say that I am not particularly keen to have such panels fitted within my apartment.

I do not profess to be expert on such matters, but I can only surmise that the need to carry out remedial work on this scale must be due to either component failure, poor building design or faulty installation. (I have heard rumours that these fittings were originally “cemented” in position, thereby causing them to crack as the building “moved”.(?)) I appreciate that this may not be the case, but your original letter is somewhat vague as to the precise reasons for the work, save to say that “there have been a number of failures on these pipes”. It would be useful if you could clarify, in layman's terms, precisely how many, why the failures have occurred and who bears overall responsibility.

I must clearly state, at this point, that I am more than happy to grant access for essential remedial works to be carried out, particularly if it is to ensure the greater good of the building and eliminate risk of any future damage or inconvenience to my own or any neighbouring apartments. But it does seem to me that leaseholders are the victims of someone else's “errors” here and as such I fail to see why I, for one, should have “access panels” foisted upon me instead of the existing finish that I prefer.

I have read through my lease and I note that it clearly states (in the Second Schedule) that I, as the lessee, am responsible for:-

4. The interior plaster face of all external and structural walls

5. Internal walls which are not structural and

6. The inner half of the structural wall(s) (severed medially) which divide the Demised Premises from the adjoining Properties or from the Communal Areas

The Schedule ends with (sic): *“TOGETHER WITH Service Installations used solely for the purpose of the Demised Premises”*

In light of the above, to effect the repair will involve you in compromising “property” that is demised to me and in the circumstances I think it reasonable to expect your company - or whoever else is responsible for necessitating this work - to afterwards fully re-instate “my” walls to their exact and present condition.

I note that in your letter you initially state that the repair will “..resolve the issue..”, but then go on to state that “..The access hatch is being used so that the installation can be monitored in the future should the need arise..” Please forgive my cynicism here, but that does strike me as a rather convenient way to justify the easier and likely cheaper option of installing access hatches, as opposed to the alternative of fully making good the wall. (Doubtless you would say that the former would mean a lot less inconvenience for tenants or leaseholders, but I note that it is not proffered as an option for those prepared to be inconvenienced...)

I will await your comments.

Yours sincerely

Graham Winter