

Subject: Re: 11 brooks court

Date: Sunday, 22 April 2018 at 7:29:45 PM Singapore Standard Time

From: Matthias Hillner

To: Sophie Healey

Dear Sophie

A short summary of my point of view regarding the DPS verdict: Of course, I respect the outcome. However, I have asked you to receive a copy of the correspondence you had with the tenants and DPS, which you did not provide. The claims for damages to the block paving and to the hob were rejected based on the description in the checkout report. The latter was also referred to with respect to the flooring in the lounge. During our visit, you stated that the damage is located beneath the furniture. Well, I cannot judge this at this point in time. What I am trying to say is that the wording in the check-out report is very mild, despite the fact that certain damages could easily have been avoided.

I do not insist on a copy of the correspondences mentioned above, since I do not seek to dispute this case. However, I do want to comment on the statements you have made in your email sent at 4.56pm:

In regards to the repairs that need rectifying, as previously explained to you, I have been trying to gain access since our visit. There has been round 5 appointments made and each time, the tenant has failed to be home when she advised she would be. We are not authorised to gain access with keys if the tenant refuses us access.

I would like you to re-read the contract clause 5.4.1. The tenant must grant access provided that you give at least 24 hour notice. There is no mentioning of the need for the tenant to be present. The behavior which you describe just shows the tenants poor attitude, which I do not like. In February, you and I accessed the property in the tenant's absence. So why is this so difficult now? If five appointments, have been arranged so far, then you should have copied me into the message. Not having heard from you in weeks, I can only assume that you are making this up, I am afraid. Currently the tenant is in breach of contract with respect to clause 5.2.1.

With regards to the fence, this was reported to us and as getting a quote for this can be done without stepping inside the property we were able to obtain one which I sent over to you. - if you could let me know how to proceed on this in due course.

I have not received any quote with respect to the fence, I am afraid. I also need to emphasise that I need to see photographic evidence of the damage, before I can make any decision with regards to the fence. I need to be able to assess the degree of damage, and establish which part of the fence is affected here.

I have gathered photographic evidence with respect to the damage done to the wall and to the railings. So here the description of actions and costing may suffice to take a decision on the repair works, provided that these are fully covered by the tenant, respectively her insurance. But I would like to receive a clear description of the work, before this is undertaken.

With regards to an inspection, I met you at the property and we carried one out earlier on this year. Our inspection are usually around 5-6 months apart. Once the work has been completed, I will straight round there to take photos of the repairs and carry out another full inspection.

I appreciate this. The reason why I would suggest that more frequent inspections are on order, is because of the state in which we found the property. You will remember that the bathroom (taps, wastes, shower screen etc.) was so full of lime scale that the tap did not even work anymore. Persistent negligence may lead to the need of replacing parts, which I will not cover if they are treated with negligence. The tenant's behavior also suggests that she tries to cover up damage. The damage on the wall was not reported until it was clear to her that I would visit the property.

I really like for my tenants to live happily and in peace. However, I do not wish for them to do so at my

expense, and at the moment, they clearly are. They have a duty of care, and, as you surely know, so do you.

I would like to receive a copy of the invoice related to the bathroom repairs made in January. As per your email sent January 4th, the costs involved should not exceed £220. I require the invoice for tax purposes.

I would like to assure you that we are doing our utmost to get these issues sorted for you and will continue to do so.

I appreciate that, really, but at times it feels as if nothing happens until I press for action. Preferably this would not be necessary.

When I first engaged Steven Oates, I was asked what I thought of your contract — I thought great, still do. The way you are enforcing my rights as stipulated in the contract could be a lot better, I am afraid.

I look forward to hear from you.

Kind regards
Matthias

From: Sophie Healey <sh@stevenoates.com>
Date: Saturday, 21 April 2018 at 5:52 PM
To: Matthias Hillner <hillner@virtualtypography.com>
Subject: 11 brooks court

Hi Matthias,

Just to confirm, the contractor did attend this week so will be sending over the quote to me/the tenant soon.

Kind Regards,

Sophie Healey, Property Manager | Steven Oates

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