



# Party Wall etc. Act 1996

## 1996 CHAPTER 40

### *Expenses*

#### **11 Expenses.**

- (1) Except as provided under this section expenses of work under this Act shall be defrayed by the building owner.
- (2) Any dispute as to responsibility for expenses shall be settled as provided in section 10.
- (3) An expense mentioned in section 1(3)(b) shall be defrayed as there mentioned.
- (4) Where work is carried out in exercise of the right mentioned in section 2(2)(a), and the work is necessary on account of defect or want of repair of the structure or wall concerned, the expenses shall be defrayed by the building owner and the adjoining owner in such proportion as has regard to—
  - (a) the use which the owners respectively make or may make of the structure or wall concerned; and
  - (b) responsibility for the defect or want of repair concerned, if more than one owner makes use of the structure or wall concerned.
- (5) Where work is carried out in exercise of the right mentioned in section 2(2)(b) the expenses shall be defrayed by the building owner and the adjoining owner in such proportion as has regard to—
  - (a) the use which the owners respectively make or may make of the structure or wall concerned; and
  - (b) responsibility for the defect or want of repair concerned, if more than one owner makes use of the structure or wall concerned.
- (6) Where the adjoining premises are laid open in exercise of the right mentioned in section 2(2)(e) a fair allowance in respect of disturbance and inconvenience shall be paid by the building owner to the adjoining owner or occupier.
- (7) Where a building owner proposes to reduce the height of a party wall or party fence wall under section 2(2)(m) the adjoining owner may serve a counter notice under section 4 requiring the building owner to maintain the existing height of the wall, and

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in such case the adjoining owner shall pay to the building owner a due proportion of the cost of the wall so far as it exceeds—

- (a) two metres in height; or
- (b) the height currently enclosed upon by the building of the adjoining owner.

(8) Where the building owner is required to make good damage under this Act the adjoining owner has a right to require that the expenses of such making good be determined in accordance with section 10 and paid to him in lieu of the carrying out of work to make the damage good.

(9) Where—

- (a) works are carried out, and
- (b) some of the works are carried out at the request of the adjoining owner or in pursuance of a requirement made by him,

he shall defray the expenses of carrying out the works requested or required by him.

(10) Where—

- (a) consent in writing has been given to the construction of special foundations on land of an adjoining owner; and
- (b) the adjoining owner erects any building or structure and its cost is found to be increased by reason of the existence of the said foundations,

the owner of the building to which the said foundations belong shall, on receiving an account with any necessary invoices and other supporting documents within the period of two months beginning with the day of the completion of the work by the adjoining owner, repay to the adjoining owner so much of the cost as is due to the existence of the said foundations.

(11) Where use is subsequently made by the adjoining owner of work carried out solely at the expense of the building owner the adjoining owner shall pay a due proportion of the expenses incurred by the building owner in carrying out that work; and for this purpose he shall be taken to have incurred expenses calculated by reference to what the cost of the work would be if it were carried out at the time when that subsequent use is made.

## **12 Security for expenses.**

(1) An adjoining owner may serve a notice requiring the building owner before he begins any work in the exercise of the rights conferred by this Act to give such security as may be agreed between the owners or in the event of dispute determined in accordance with section 10.

(2) Where—

- (a) in the exercise of the rights conferred by this Act an adjoining owner requires the building owner to carry out any work the expenses of which are to be defrayed in whole or in part by the adjoining owner; or
- (b) an adjoining owner serves a notice on the building owner under subsection (1),

the building owner may before beginning the work to which the requirement or notice relates serve a notice on the adjoining owner requiring him to give such security as may be agreed between the owners or in the event of dispute determined in accordance with section 10.

(3) If within the period of one month beginning with—

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- (a) the day on which a notice is served under subsection (2); or
- (b) in the event of dispute, the date of the determination by the surveyor or surveyors,

the adjoining owner does not comply with the notice or the determination, the requirement or notice by him to which the building owner's notice under that subsection relates shall cease to have effect.

### 13 Account for work carried out.

- (1) Within the period of two months beginning with the day of the completion of any work executed by a building owner of which the expenses are to be wholly or partially defrayed by an adjoining owner in accordance with section 11 the building owner shall serve on the adjoining owner an account in writing showing—

- (a) particulars and expenses of the work; and
- (b) any deductions to which the adjoining owner or any other person is entitled in respect of old materials or otherwise;

and in preparing the account the work shall be estimated and valued at fair average rates and prices according to the nature of the work, the locality and the cost of labour and materials prevailing at the time when the work is executed.

- (2) Within the period of one month beginning with the day of service of the said account the adjoining owner may serve on the building owner a notice stating any objection he may have thereto and thereupon a dispute shall be deemed to have arisen between the parties.

- (3) If within that period of one month the adjoining owner does not serve notice under subsection (2) he shall be deemed to have no objection to the account.

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**Modifications etc. (not altering text)**

- C1 S. 13 modified (23.2.2017) by [High Speed Rail \(London - West Midlands\) Act 2017 \(c. 7\), s. 70\(1\), Sch. 23 para. 8](#)
- C2 S. 13 modified (11.2.2021) by [High Speed Rail \(West Midlands - Crewe\) Act 2021 \(c. 2\), s. 64\(1\), Sch. 23 para. 8](#)

### 14 Settlement of account.

- (1) All expenses to be defrayed by an adjoining owner in accordance with an account served under section 13 shall be paid by the adjoining owner.

- (2) Until an adjoining owner pays to the building owner such expenses as aforesaid the property in any works executed under this Act to which the expenses relate shall be vested solely in the building owner.

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**Modifications etc. (not altering text)**

- C3 S. 14 modified (23.2.2017) by [High Speed Rail \(London - West Midlands\) Act 2017 \(c. 7\), s. 70\(1\), Sch. 23 para. 8](#)
- C4 S. 14 modified (11.2.2021) by [High Speed Rail \(West Midlands - Crewe\) Act 2021 \(c. 2\), s. 64\(1\), Sch. 23 para. 8](#)

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