



Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

Reference PRHP/RP/14/0168

RE: Property at 39 Wallbrae Road, South Carbrain, Cumbernauld G67 2PD being the subjects more particularly described in Land Certificate Title Number DMB51813 (hereinafter referred to as "the house")

Mr. Ajay Ahuja, at one time residing at 99 Moreton Road, Ongar, Essex, sole owner of the house and Co-Director with Mrs. Hana Mayerova of Ahuja Holdings being a trading name for AMPG Limited, which company manages the tenancy for the owner and has a registered office at Unit 1, South Fens Business Centre, Fenton Way, Chatteris, Cambridgeshire PE16 6TT ("the Landlord")

NOTICE TO Mr. AJAY AHUJA ("the Landlord")

Whereas in terms of their decision dated 24 November 2014, the Private Rented Housing Committee determined that the Landlord has failed to comply with the duty imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 and in particular that the Landlord has failed to ensure that the house meets the repairing standard in that:-

- (a) the house is wind and watertight and in all other respects reasonably fit for human habitation;
- (b) the structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order;
- (c) the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are in a reasonable state of repair and in proper working order;
- (d) any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order.

The Private Rented Housing Committee now requires the Landlord to carry out such work as is necessary for the purposes of ensuring that the house concerned meets the repairing standard and that any damage caused by the carrying out of any work in terms of this Order is made good.

In particular the Private Rented Housing Committee requires the Landlord:-

- (a) *To allow a report on the gas installation, boiler, pipe work and radiators to be completed by an inspector from the Gas Safe Register and thereafter to complete the installation of the gas central heating system and to ensure that the system meets the repairing standard and to provide certification to confirm this from a Gas Safe Registered Engineer acceptable to the Committee.*
- (b) *To repair the source of water leak in the bathroom; to repair the damage to the flooring under the bath, and the adjoining skirting and to replace the ceiling and make good the plasterwork in the first floor room left; to ensure that the bath is securely fixed to the floor; and all existing sealant at the bath removed and replaced, all the foregoing to a reasonable state of repair.*
- (c) *To secure the bathroom wash hand basin and the taps and to ensure that the splash back area is water resistant to a reasonable state of repair.*
- (d) *To secure the upstairs toilet so that it does not move, repair the laminate in the bathroom to ensure no gaps and it is readily able to be cleaned and to box in the exposed pipes to a reasonable state of repair.*
- (e) *To remove the asbestos water tank using the services of a competent contractor who is licensed under the Waste Management Regulations and who will dispose of the tank. Thereafter to remedy the damage caused by water leaking from the tank and this includes the damage to all affected ceilings and walls in the first floor bedroom left, the first floor landing and adjoining cupboards and any associated damage to the ground floor walls and ceilings, all to a reasonable state of repair.*
- (f) *To replace or repair the broken window in the second floor bedroom right to ensure a reasonable state of repair; and to replace all damaged and missing window handles to ensure all windows are capable of closing properly and are in a reasonable state of repair.*
- (g) *To repair the window in the first floor bedroom left to ensure that the window is secure and can be opened and closed properly and is in a reasonable state of repair and in proper working order.*
- (h) *To instruct a periodic electrical inspection report from a qualified electrician nominated by Select or NICEIC and acceptable to the Committee and to carry out any works identified as necessary in that report to a satisfactory standard.*
- (i) *To replace the cloakroom toilet, fit a new toilet seat and box in all exposed pipes after remedying any leak, all to a reasonable standard of repair.*
- (j) *To repair or replace the lock in the back door to ensure that it is in a reasonable state of repair and in proper working order and to remove the redundant mortice lock and make good any damage caused.*
- (k) *To install internal doors throughout the house which are to a reasonable standard of repair.*

- (l) To re-attach the missing kitchen cupboard door to ensure that it is in proper working order and meets a reasonable state of repair
- (m) To repair the bath panel to ensure that it is in a reasonable state of repair.
- (n) To remove the old toilet from the house and make arrangements for its appropriate disposal.

The Private Rented Housing Committee order that the works specified in this Order must be carried out and completed within the period of 8 weeks from the date of service of this Notice.

A landlord or a tenant aggrieved by the decision of the Private Rented Housing Committee may appeal to the Sheriff by summary application within 21 days of being notified of that decision. Where such an appeal is made, the effect of the decision and of the order is suspended until the appeal is abandoned or finally determined, and where the appeal is abandoned or finally determined by confirming the decision, the decision and the order will be treated as having effect from the day on which the appeal is abandoned or so determined.

IN WITNESS WHEREOF these presents typewritten on this and the preceding page are signed by Aileen Margaret Devanny, Chairperson of the Private Rented Housing Committee, at Glasgow on Twenty eighth day of November, Two Thousand and fourteen in the presence of the undernoted witness:-

R Forbes

WITNESS.

A Devanny

.....
REBECCA FORBES

.....
EUROPA BUILDING
450 ARGYLE ST
GLASGOW

.....
PANEL CLERK





DETERMINATION BY PRIVATE RENTED HOUSING COMMITTEE

**STATEMENT OF DECISION OF THE PRIVATE RENTED HOUSING COMMITTEE
UNDER SECTION
24(1) OF THE HOUSING (SCOTLAND) ACT 2006**

In connection with

**Property at 39 Wallbrae Road, South Carbrain, Cumbernauld G67 2PD
(hereinafter referred to as "the house")**

Miss. Tracey McGillivray, residing at the house ("the Tenant")

Mr. Ajay Ahuja, at one time residing at 99 Moreton Road, Ongar, Essex, sole owner of the house and Co-Director with Mrs. Hana Mayerova of Ahuja Holdings being a trading name for AMPG Limited which company manage the tenancy for the owner and whose registered office is Unit 1, South Fens Business Centre, Fenton Way, Chatteris, Cambridgeshire PE16 6TT ("the Landlord")

Reference PRHP/RP/14/0168

DECISION

The Committee, having made such enquiries as is fit for the purposes of determining whether the Landlord has complied with the duty imposed by Section 14 (1) (b) in relation to the house concerned, and taking account of the evidence presented and the written representations, determined that the Landlord had failed to comply with the duty imposed by Section 14(1) (b) of the Housing (Scotland) Act 2006 (hereinafter referred to as "the Act")

Background

1. By application dated 12 June 2014 and received on 3 July 2014 the Tenant applied to the Private Rented Housing Panel (hereinafter referred to as "PRHP") for a determination of whether the Landlord had failed to comply with the duties imposed by Section 14(1) (b) of the Act.
2. The application by the Tenant stated that the Tenant considered that the Landlord had failed to comply with the duty to ensure that the house meets the repairing standard and in particular that the Landlord had failed to ensure compliance with Section 13(1)

(a), (b), (c) and (d) of the Act which states that "the house is wind and watertight and in all other respects reasonably fit for human habitation; the structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order; the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are in a reasonable state of repair and in proper working order; and any fixtures, fittings and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order." The Tenant's complaints are that (a) the house has no central heating at all; (b) there were no refuse bins provided; (c) belongings of the previous tenant were left in the house and the Tenant had to remove them; (d) the bath leaks and new sealant is needed round the bath; (e) the sink is not secure; (f) the toilet upstairs needs a new ballcock as the water keeps dripping; (g) the water tank needs replaced; (h) there is a broken window and some window handles are defective; (i) one bedroom needs plastered and a new ceiling is needed in one of the bedrooms; (j) one window is not secure and easy to open from the outside; (k) there are faults to the electrical sockets (no cover or socket cover); (l) the bathroom downstairs requires a new toilet pan as it is cracked and not secured to the wall; (m) there is a fault to the back door; (n) there are no doors in the house; (o) in the kitchen there is no hot water; (p) one of the kitchen cupboard doors has fallen off; (q) there is no bath panel; (r) the shower does not work and is unsafe to use; and (s) there is a leak which has caused damage to a ceiling which may collapse. The Tenant's application submitted to PRHP included an e-mail dated 30 May 2014 at 8.11am notifying repairs. This e-mail was sent 4 days after the Tenant's date of entry to the house in terms of the tenancy agreement. The Tenant further clarified the works required to the windows on 23 July 2014 and stated that the water tank was leaking badly. Following this notification, the President made a decision to refer the application to a Private Rented Housing Committee for a determination and notice confirming this was sent to the parties on 4 August 2014.

Before the President made a decision to refer the application to a Committee an e-mail was received on 23 July 2014 by the Panel from Mr. Strang, an Environmental Health Officer at North Lanarkshire Council indicating that following a request received on 8 July 2014 there had been an investigation and he considered there to be serious disrepair issues at the house, the condition of the electrics being of particular concern. The email also indicated that the Scottish Fire and Rescue Service had attended and advised the Tenant of precautionary measures she should take. By letter dated 4 August 2014, PRHP gave intimation that the President of the PRHP had made a decision to refer the application under Section 23(1) of the Act to a Private Rented Housing Committee.

3. The Committee comprised the following members:

Mrs. Aileen Devanny, Chairperson
Ms Carol Jones, Surveyor Member

4. The Private Rented Housing Committee served Notice of Referral under and in terms of Schedule 2 Paragraph 1 of the Act upon the Landlord and the Tenant. Following

service of the Notice of Referral, the Tenant wrote on 13 August 2014 to withdraw her application as she indicated that she was happy with the repairs. The Landlord submitted a response confirming that the tenancy commenced on 26 May 2014. He submitted an e-mail sent to him from the Tenant dated 7 August 2014 on the following terms "Hi I have no funds to put new windows in and for a new kitchen and I know I said I would but I have no job I only have benefit money". In explanation he indicated that in consideration of charging her rent of £299 per month instead of open market rent of £525 per month, the Tenant had agreed that she would not look to the Landlord to fit a new kitchen and new windows for the house and would have the work done herself. He submitted that in the circumstances the Tenant is estopped (personally barred) from pursuing the application so far as it relates to windows.

The Landlord stated that he was lodging true copies of a schedule of repairs and the e-mail from the tenant dated 13 August 2014 to the Panel stating she was happy with the repairs and wishing to stop the application. He stated "all the works of which the Complainant complains in Section 5 of her application have been remedied to her satisfaction thanks to the works of repair which I have had carried out".

The Landlord produced a true copy of an electrical safety certificate dated 21 August 2014 and stated "from which it appears that the concerns raised by the Environmental Health Officer at North Lanarkshire Council in his e-mail of 23 July 2014 have also been remedied in accordance with the IEE Wiring Regulations". He indicated that he had also addressed the matters raised by the Scottish Fire and Rescue Service and mentioned in the e-mail of 23 July by Mr. Strang by having three mains wired interlinked smoke alarms fitted.

For the reasons given the Landlord submitted that the Panel could safely accede to the Tenant's request that her application be withdrawn.

5. The Private Rented Housing Committee considered the application and whether said application should be determined or whether it should be abandoned, all in terms of Schedule 2 Paragraph 7(3) of the Act. Given the nature of the allegations which raise potential health and safety issues for occupants of the house and issues to whether the house is fit for human habitation, the Committee considered that the application should be determined on public interest grounds to ensure that the repairs have been carried out and completed to a satisfactory standard.

6. The Committee noted that the electrical safety certificate dated 21 August 2014 which was submitted as a production was incomplete and sought the missing page of the report from the Landlord. Furthermore, the Committee noted in correspondence to the Landlord that this report appeared to have been completed by an unregistered contractor and in the body of the certificate recommended the interval for re-inspection of the electrics as 10 years when the Committee are aware that the Electrical Safety Council recommends the intervals for inspection as 5 years for privately rented properties. The Landlord was asked to provide details of the qualifications of the electrician who carried out the inspection. The Landlord responded by submitting a

Select Form of Electrical Installation Certificate Small Installations Compliant with BS 7671 IET Wiring Regulations dated 21 August 2014. No mention was made in this certification of defects within the electrical installation, wiring or fittings. A copy of the reports and documentation submitted as productions are attached.

In addition, following a request by the PRHP to Select regarding the registration of the electrician William Wilson Electrical, Select confirmed in an email sent on 22 October that "there is nothing on our database for William Wilson Electrical with SELECT Number 102916". The landlord responded to this email by sending a copy of Mr. Wilson's ECS card and saying he was qualified to 17th Edition Inspecting and Testing but added that the certificate he provided had been done under a different company's Select number as a subcontractor. Select confirmed that William Wilson is employed by a firm who hold Select membership.

7. The Private Rented Housing Committee inspected the house on the morning of 23 October 2014. The Tenant provided access and was present throughout the inspection. The Landlord did not attend the inspection. He had indicated by e-mail in advance that he would prefer to participate in the hearing by telephone and the Committee agreed to his request.

Following the said inspection the Private Rented Housing Committee held a hearing at Europa Building, 450 Argyle Street, Glasgow. The Tenant attended and Landlord participated by conference call.

Having withdrawn the application the Tenant is no longer treated as a party to the proceedings but the Committee asked her to speak at the hearing to outline the points she had stated at the inspection so that the Landlord was aware of the information she provided to the Committee and could question and challenge her evidence or raise other issues in response. The Committee has powers in terms of Schedule 2 Paragraphs 2 and 3 of the Act to make such inquiries as they think fit for the purposes of determining whether the Landlord has complied with the repairing standard duties; and further the Committee may for the purposes of making inquiries require the attendance of any person at a hearing of the Committee for the purpose of giving evidence. The Committee considered the written evidence submitted and oral evidence of the Tenant and Landlord, and the Landlord's representations and closing submissions.

After the hearing, the Committee adjourned to consider all the evidence and the representations, and to make their determination. Before the determination was made, the Committee mindful of the requirement for fairness asked that a copy of the photographs taken by the Committee at the inspection be sent to the Landlord to allow him to submit any further evidence or submissions thereon within a period of 7 days. The Landlord took the opportunity to submit a written statement dated 19 November 2014 for the Committee to consider in light of the photographs sent to him and the oral evidence presented at the hearing. The summary of the Landlord's statement dated 19 November 2014 is detailed below .

Observations, Evidence and Submissions made at the Hearing

It was pointed out by the Committee Chairperson at the start of the hearing on 23 October 2014 that the Committee was there to determine whether the house met the repairing standard in terms of the Act as at the date of the inspection and hearing.

The Tenant indicated that she had been aware when she inspected the house before the let commenced that works were required but she had been assured by a member of staff of the Landlord that the required works would be completed before entry. By the time of the entry date she had given up her other tenancy and so had little choice but to take entry to the house and to pursue the Landlord to complete the works required. She indicated that she had made application to the Panel but had withdrawn the application saying in correspondence to the Panel that the works had been completed when in fact the position was not correct and the reason for the withdrawal was that she feared that she would be evicted if she continued with the application.

The Landlord accepted that he could not contract out of the repairing standard and had taken no steps to obtain the sheriff's consent to entitle him to do so in terms of Section 18 of the Act. Nonetheless he considered that the Tenant had been provided with a house at a reduced rental because there had been an undertaking by the Tenant to complete improvements as suggested in his written representation. His concern was that the Committee may order works to the kitchen and windows which went beyond repairs and involved a new kitchen or new windows. He did not challenge the Committee's authority to deal with the application. The Landlord indicated that he was a professional landlord and a member of the ombudsman service and he was interested in long term tenants. He indicated that he would carry out works required by the Committee.

The Committee dealt with each of the alleged repairs in turn. The Committee had taken photographs at the inspection and started by describing their visual observations at the inspection with regard to each of the issues of complaint before taking evidence from the Tenant and then asking the Landlord to comment.

(a) Complaint that the house has no central heating

It was observed by the Committee that there was an electrical heater on ground floor room right. It was also observed that there were radiators throughout the house and a gas boiler had been installed in the first floor bedroom left. The system was incomplete with exposed copper and plastic pipe work running along the skirting and plastic pipe work running up the walls between floors. Whilst it is acknowledged that the system is incomplete, nevertheless both Committee members, one being a member of the Royal Institute of Chartered Surveyors, had concerns regarding the installation viewed given the extent of the exposed pipe work, its configuration and location of the boiler and pipe work. The Committee would have expected that the pipe work would have been run under the suspended timber floors on the first and second floors rather than at skirting

and lower floor level height and up walls between floors (PHOTOGRAPHS 16;20;23;30;32;33;34;36;37;38;39;58;59;60;61;).

The Tenant and Landlord confirmed that the heating system was not in operation. The reason for this was that the Tenant had raised concerns about the safety of the system being installed and had approached the Gas Safe Register authority to check that the Landlord's workman was registered. The Tenant confirmed as soon as she questioned the contractor he stopped work immediately and has not returned. The Landlord could confirm at the hearing that his workman, Mr. Mark Perryman, who carried out the work, was a registered Gas Safe engineer and he indicated that he was at the mercy of his contractor. Subsequent paperwork received from the Landlord after the hearing confirmed that the Field Services Administrator of the Gas Safe Register had cancelled the inspection visit to the house which had been scheduled for 30 October 2014 as a result of information provided by the Landlord.

(b) There were no refuse bins provided

The Tenant explained that when she took entry there was no local authority refuse bins provided as she would have expected. She had been provided with replacement black and blue bins and that whilst the replacement blue bin had been provided free, she had been charged for the black bin. The Landlord agreed to provide a credit of £60 against her account for the cost of the bin and the Tenant confirmed that this would resolve the issue. Accordingly, the Committee did not make further enquiry.

(c) Belongings of the previous tenant were left in the house and the Tenant had to remove them

The Tenant alleged that after entry she had contacted the Landlord's office and was given to understand that arrangements would be made to remove the items but this had not occurred and the local authority had arranged removal but it had taken weeks for this to occur. The Tenant indicated that it had not cost her for the items to be removed but it had involved her in making arrangements and she no longer would get free uplifts from the local authority as she had used up her free quotas.

The Landlord indicated that it was part of the agreement for a reduced rental that she would dispose of these items.

(d) The bath leaks and new sealant is needed round the bath

It was observed by the Committee that fresh sealant had been affixed around the bath to seal the gap between the bath and the tiled walls. The bathroom is on the second floor room left. The Committee mentioned that the sealant works in their view was of a poor standard and it had been applied over the original defective sealant. (PHOTOGRAPHS 71; 72; 76).

The Committee observed that there was water dripping down from the bath area into the room below to the extent that the ceiling below the bath in the first floor room left (room housing the boiler) had collapsed and there was a large hole in the ceiling which allowed anyone standing below the hole to see the floor boards below the bath. Some of the floorboards appear to have been replaced with laminate panels and some were showing signs of rot. Electrical wires were also exposed below the exposed floor to the bathroom. A bucket was placed in this room below the bath and at the time of the Committee's inspection they observed about an inch of water in the bucket. As well as a hole in the ceiling, there was water staining and a bulge in the ceiling and water staining at the top of the walls in this first floor room left (PHOTOGRAPHS 27;28;29;31;32;33;35;41).

The Tenant indicated that the bucket was emptied regularly with the last time being the day before the inspection. She indicated that the ceiling had collapsed before she viewed the house but was assured that this would be an item of repair attended to before her entry. She stated that the water leak had got no better since the sealant was renewed. She stated that a family friend was a plumber and he had taken a look at the bathroom and indicated that he considered there to be major safety issues with live electrics in the vicinity of the bath. The Tenant stated that she had considered removing the bath and replacing it with a walk in shower as she did not feel safe. She had mentioned this to the Landlord as a possibility but then reconsidered as she could have incurred expenditure only afterwards to find that she was required to remove from the property. The Tenant considered that the problem lay with the shower rather than the bath. She stated that when the shower was on but no one in the bath the problem was not evident.

The Landlord disputed that the bath leaked or had ever done so. He indicated that the cause of water leaking into the room below was due to the spray from the shower when the Tenant took a shower. He read from notes made by his workman Mark Perryman and stated that Mr. Perryman had reached this conclusion after Mr. Perryman made the Tenant have a shower while he watched. He said that his workman was 100% certain that there was no leak. The problem was because of the Tenant's size. He had given permission for her to replace the bath with a shower. The bath was functional and the problem was because of the way the Tenant operated the shower. There was no point replacing the plasterwork when the cause of the water penetration was still present.

The Committee commented that the damage observed appeared to be of long standing from the evidence of the inspection given the condition of the floorboards below the bath. The bath panel enclosed the bath with laminate sheeting of the same type as the bathroom floor except for a small section at the part the bath where the glass/ perspex shower screen was present (PHOTOGRAPHS 63; 74; 75; 77). The Landlord was asked to explain how he envisaged spray from a shower would cause that extent of damage within a short period as the Tenant e-mailed a note of complaint about the ceiling to him on 30 May at 8.11am, some 4 days after her entry. The Landlord's position was that water can be very destructive. It was possible that a ceiling may come

down over a short period of a leak and difficult for him to speculate. He was relying on his contractors.

(e) The sink is not secure

The Committee stated that they had observed movement in the wash hand basin and wash hand basin taps in the bathroom on second floor room left. Two pieces of floorboard had been placed behind the wash hand basin and the lower of the two floorboards secured to the wall. There was movement in the wash hand basin. The workmanship was poor with the floorboards merely providing a wedge in an attempt to support the unsecured wash hand basin. The taps moved and one could be partially rotated. There was a gap between the chrome tap and the circle in the porcelain wash hand basin through which the taps were fitted (PHOTOGRAPHS 67; 68; 69;).

The Tenant indicated that Mr. Perryman had carried out the work a few days before the inspection. Previously the wash hand basin had leaned against the wall. The Landlord made no specific comment.

(f) The toilet upstairs needs a new ball cock as the water keeps dripping

The Tenant indicated that this was a repair carried out by Mr. Perryman in the upstairs bathroom. Instead of replacing the ball cock as the Tenant expected, he had installed a new toilet and left the old toilet in the next door bedroom. The Tenant indicated that the new toilet functioned alright but it was not secured to the floor and moves when pressure is applied. The laminate flooring around the toilet has parts missing which makes cleaning difficult and the pipes around the toilet are not boxed in.

The Committee confirmed to the Landlord that they observed the toilet in the adjoining bedroom ((PHOTOGRAPH 56; 57), and the movement in the toilet and gaps in the laminate flooring (PHOTOGRAPH 65), and the pipes not boxed in (PHOTOGRAPH 64).

The Landlord did not comment.

(g) The water tank needs replaced

The Committee outlined to the Landlord that they had observed at the inspection that there were two landing cupboards on the second floor, one housing a new hot water tank (PHOTOGRAPH 44). Leading across the floor to this new water tank were exposed electrical wires which may be unsafe (PHOTOGRAPH 44). The electricians at this location were not mentioned in the application but the Committee considered that on safety grounds this should be brought to the attention of the Landlord and Tenant, although the Committee cannot require

repair as they have not been notified in advance.

In the second cupboard is an asbestos cold water tank (PHOTOGRAPH 47; 48) and below the water tank a tray which is collecting water coming from the tank (PHOTOGRAPH 42). As the tray overflows, water drips down into the rooms below and the ceiling below on the first floor landing was bulging and holes had been pierced in the landing ceiling (PHOTOGRAPHS 21;22). Dark marks on the wall in the cupboard below correspond with the colour of the tray (PHOTOGRAPH 19). The ceiling of the cupboard below the asbestos tank has collapsed (PHOTOGRAPHS 17; 18) and it appears that water is also dripping down from first floor level to the ground floor area. There is also staining to the top of the wall and ceiling in the first floor bedroom adjoining the landing cupboard below the tank. The tank looked as if it was disintegrating at the section where there was a leak and there was a smell from the tank. The asbestos tank is now redundant.

The Tenant indicated that the new tank was installed before her entry to the house.

The Landlord's view was that there was no need to remove the asbestos tank as over time the leak would cease. He did not think there to be a safety issue unless the tank was disturbed.

(h) There is a broken window and some window handles are defective

The Committee stated that at the inspection they observed that a double glazed window in the second floor bedroom right was broken. The inner glass pane was cracked in two places being on the bottom corners and the external glass pane had sheered with jagged parts. This is unsafe as the exterior parts may fall out on persons below. It is impossible to clean the exterior window safely (PHOTOGRAPHS 49; 50; 51; 52; 54; 1; 2).

Although not part of the application the Committee observed that the lower part of the timber frame of the adjoining window was split from the main window frame (PHOTOGRAPH 53; 55). This will not form part of any Committee order as it has not been pre-notified to the Landlord.

The committee also noted that several bedroom window handles were damaged or missing completely

The Landlord indicated that he would carry out these repairs. The Tenant indicated that the window was in that condition at entry.

(i) one bedroom needs plastered and a new ceiling is needed in one of the bedrooms.

The Committee observed that the first floor bedroom left (where there was evidence of the bath leak and the collapsed ceiling) required repair and replastering to both the ceiling and walls due to the leak from the bathroom and leak from the asbestos tank. This extends into the cupboards and landing ceiling below the asbestos tank (PHOTOGRAPHS 17;18;19;20;21;22;27;28;31;35;41).

(j) One window is not secure and easy to open from the outside

The Committee observed that in the bedroom first floor left, a brass barrel bolt had been fixed to secure one side of the window and allow the window to close properly. Without it the window freely opened. The workmanship in securing this bolt was poor and there were holes in the timber frame where the original handle would have engaged. The tenant said this window was in this condition when she moved in and alleged the cause of the damage was from local youths accessing the house while it was vacant (PHOTOGRAPHS 25; 26: 40).

The Landlord made no comment.

(k) There are faults to the electrical sockets (no cover or socket cover)

The Committee expressed surprise that an electrical inspection certificate had been issued for the house given the state of the electrics which they observed. The kitchen immersion heater switch was loose and had gaps around the switch (PHOTOGRAPH 14; 15); there were bare wires exposed in a socket set in to the tiling in the kitchen which had no cover (PHOTOGRAPH 10). In the ground floor hall at skirting height was a switch hanging off the wall which was cracked and split open. It is unclear if this is connected to the telephone line (PHOTOGRAPHS 8; 9). There is a socket high up on the wall in the bathroom on the second floor (PHOTOGRAPH 73) and in the bathroom there are also exposed wires seen through a hole in the tiling in close proximity to the shower head (PHOTOGRAPH 70). These wires are connected to the operational electrical shower pull cord switch which is located directly above the shower unit. There are also exposed wires under the bathroom floor, seen from the bedroom below through the collapsed ceiling and in close proximity to the leak. The Committee has already commented on the electrical wiring to the new water tank on the third floor (PHOTOGRAPH 44). A Select electrical inspection report from an electrician associated with a Select registered company was produced and the Committee was surprised that no comment was made within the inspection report of these items. There also appears to be the possibility of water dripping from the redundant asbestos tank into the electric cupboard on the ground floor.

The Landlord indicated that the RCD in place meant that it was impossible to get a shock.

(l) The cloakroom downstairs requires a new toilet pan as it is cracked and not secured to the wall;

The Committee stated that they observed a toilet in the ground floor cloakroom where the rim of the toilet was cracked and there was no toilet seat. There was also a leak from pipes next to the toilet and damage caused by the leak to the floor area (PHOTOGRAPHS 5; 6; 7).

The Tenant indicated that she had been told that it was her responsibility to box in the pipes.

The Landlord indicated that he would attend to the toilet.

(m) There is a fault to the back door

The Committee observed that there was a faulty internal lock on the exterior door. The locking mechanism seemed faulty with the key being stuck in the lock. The Committee observed that the mortice lock was redundant as it had been partly removed (PHOTOGRAPH 11).

The Landlord made no comment.

(n) There are no internal doors in the house

The Committee observed that there were no internal doors on rooms in the first and second levels, this included the bedrooms and bathroom (PHOTOGRAPHS 63; 56; 52; 33; 24).

The Tenant indicated that the Scottish Fire and Rescue Service had inspected the house and made comment on this as a safety issue. The Fire Service had also commented on the electrics and had installed fire angels (PHOTOGRAPH 46) to provide protection for the house as no fire detection devices were present at the time of their visit. She indicated that since the involvement of the Fire Service, the Landlord had installed 3 hard wired and interlinked smoke detection devices, one on each level (PHOTOGRAPH 45), and the electrics had been improved. She indicated that the Committee had seen the improved electrics. She considered that the house should have a fire blanket.

The Committee pointed out to the Landlord that, although not part of the application and it would not form part of any order, they considered it was appropriate to highlight that the Statutory Guidance on fire detection devices had changed and the house would now not meet all the current requirements. The Committee indicated that they would arrange to forward a copy of the new Guidance to the Landlord for information. The Committee indicated that the issue of a fire blanket was not part of the repairing standard.

The Landlord indicated that he would put in new doors.

(o) In the kitchen there is no hot water

The Tenant confirmed that she now had hot water and this issue had been resolved.

(p) One of the kitchen cupboard doors has fallen off

The Committee stated that they had observed this issue at the inspection (PHOTOGRAPH 12).

The landlord confirmed that he would attend to this. The Tenant indicated that the cupboard door was in the house.

(q) There is no bath panel;

The Committee observed that the bath panel was made of laminate and matched the bathroom floor. There was a gap in the bath panel (PHOTOGRAPHS 63; 74; 75; 77). It was inaccurate to say that there was no panel as the laminate acted as such.

The landlord undertook to complete the bath panel.

(r) The shower does not work and is unsafe to use

The Tenant indicated that she replaced the shower at her own expense 2/3 weeks after notifying the Landlord of the repair and no action was being taken. Electrical safety issues in relation to the electric shower pull cord switch have been mentioned above and the tenant confirmed at the inspection that this switch was in the property when she moved in.

(s) There is a leak which has caused damage to a ceiling which may collapse.

The foregoing has already made mention of in relation to the leaking water tank.

Additional Representations in the Written Statement of the Landlord dated 19 November 2014

The Landlord indicated that he last viewed the property about a year ago. From perusal of the photographs he accepted that the condition of the property had deteriorated. He submitted that the state of the premises could not be explained by reason of fair wear and tear and suggested that it was something more "sinister". He submitted that the Tenant was not a credible witness and indicated that there were ongoing investigations

about her housing benefit claim and produced a letter to confirm that he had been told the benefit had been suspended. He raised questions about her entitlement to benefit and her character. He believed her to be guilty of benefit fraud. This together with her claims against the Gas Safe Engineer, which he stated had been proved to have no foundation, he submitted to be evidence that the Tenant was not a credible witness. He considered her to be dishonest about her undertaking to install new windows and a new kitchen in exchange for a reduced rent. He stated that he was endeavoring to execute repairs but the Gas Safe Engineer considers her to be sabotaging such repairs which he accounted for the present state of the property.

The Landlord stated that he would carry out the works required and asked for a period of around 90 days for this.

He attached (1) a photograph of the nameplate of the house to evidence that the Tenant was not the sole occupant of the house to support his claim of benefit fraud; (2) copy letter from North Lanarkshire Council confirming that there was suspension of housing benefit paid direct to the landlord. No reason for the suspension is given in the letter; and (3) copy communication undated from Neil Mundy Field Services Administrator, Gas Safe Register, indicating that they had cancelled their visit to an unspecified property as a result of information provided by the Landlord.

Summary of the issues

8. The issue to be determined is whether the house meets the repairing standard as laid down in Section 13 of the Act and whether the Landlord had complied with the duty imposed by Section 14(1) (b).

Findings in Fact

9. The Committee made the following findings in fact:-

9.1. The Tenant occupies the house under a short assured tenancy.

9.2. The Tenant notified the Landlord of the complaints in the application and the Landlord is aware of the alleged repairs.

9.3 The Tenant withdrew her application and the Committee decided to continue with it in terms of Schedule 2 part 7(3) of the Act. A Minute of Continuation was issued on 2 September 2014 with reasons for the Committee's decision.

9.4 The house is a three storey mid terrace house comprising on the ground floor a small hallway, one small bedroom, cloakroom, cupboard, and kitchen; on the first floor a living room, bedroom and two landing cupboards and on the second floor, bathroom, one small bedroom, one larger bedroom and two landing cupboards.

The weather at the time of inspection on 23 October 2014 was raining.

9.5 In summary, the inspection findings revealed:-

- (a) The house has no central heating. The gas central heating system is incomplete.
- (b) There is a leak at the bath site and new sealant has been affixed round the bath.
- (c) Water is dripping down from the bath area into the room below to the extent that the ceiling below the bath in the first floor room left has collapsed and there was a large hole in the ceiling which allows observation of the floor boards below the bath. Some of these floorboards appeared to have been replaced with laminate panels. Others and the timber skirting appeared to have been subject to water damage/rot. In the ceiling, there was also significant water staining and a bulge and water staining at the top of one party wall in this first floor room left.
- (d) The bathroom wash hand basin and taps are not secure
- (e) The toilet in the bathroom has been replaced but is not secured to the floor. The laminate flooring around the toilet has parts missing and the pipes around the toilet are not boxed in.
The asbestos water tank leaks and has caused damage to the ceilings and walls below in the first floor bedroom left, the landing and the landing cupboard. The tank is no longer in use.
- (f) There is a broken window in the second floor bedroom on the right and damage to the frame of the other window. Some window handles are defective or missing completely.
- (g) A new ceiling is needed in the first floor bedroom left and damaged plaster in that room requires repair once the leaks are stopped and dampness caused by water damage is rectified.
- (h) A brass bolt had been installed to secure one side of the window in bedroom first floor left. Without it, the window freely opens. The workmanship in securing this bolt is poor and there are holes in the timber frame.
- (i) There are faults in the electrical fittings and possibly the wiring.
- (j) The cloakroom on the ground floor requires a new toilet pan as the existing pan is cracked and not secured to the wall. The toilet seat is absent. The leak from exposed pipes next to the toilet is damaging the floor.

- (k) There is a fault to the lock mechanism to the back door and the mortice lock is broken and has partly been removed.
- (l) The house lacks internal doors on the first and second floors.
- (m) One of the kitchen cupboard doors has fallen off.
- (n) The bath panel is partly missing.
- (o) The exposed electrics next to the shower may be unsafe.
- (p) An old toilet requires removal from the house.

Reasons for the Decision

10. In considering the repairing standard issue the Committee carried out an internal and external inspection of the house and in particular closely examined the specific defects highlighted by the Tenant in the application. Visual inspection of the house informed the Committee's findings in fact. In addition the Committee carefully considered the written documentation submitted before and after the hearing as specified earlier in this decision and the oral evidence and representations at the hearing.

- (a) The Committee did consider whether the issue of the central heating system was a repairing standard issue. However, the Landlord has commenced works and installed radiators, a boiler and pipe-work. The installation for the central heating system cannot be said to be in a reasonable state of repair and proper working order at the date of the inspection and hearing and therefore there is a failure to meet the requirements of Section 13 (1) (c) and (d) of the Act which states that "the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are in a reasonable state of repair and in proper working order; and any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order." This item requires to be rectified by the Landlord. Furthermore the Committee has concerns that the work on the central heating system carried out by Mr. Perryman to date may not meet Gas Safe requirements and wish it inspected by a designated person from the Gas Safe Register before any further works are carried out to check that the installation meets current standards. After such inspection, the system should be installed to a standard which meets the gas regulations and to ensure that it is in a reasonable state of repair and in proper working order.

- (b) The issue of the refuge bins has been resolved by the parties and the Committee makes no finding in relation to this issue.
- (c) The items left by a previous tenant were removed before the inspection and the Committee makes no finding in relation to this complaint.
- (d) The Committee considers that there is a leak in the vicinity of the bath and this is on the balance of probabilities due to a leak of water from the pipes to the shower or in the vicinity of the bath. The Committee did not consider that this was caused by the showering habits of the Tenant. The laminate floor of the bathroom was dry and showed no signs of water seepage over the front of the bath and onto the floor below. Continual spray from a shower to the extent that a ceiling collapsed as a consequence would have caused obvious damage to the laminate flooring which was not present. Damaged floorboards below a bath which is predominantly enclosed by a laminate bath panel and has a shower screen is not suggestive of being caused by the spray from someone showering. The Committee considers that further investigation from a qualified plumber is required. The repair to the sealant is of a poor standard and the Committee requires that it be re-done to a reasonable standard after the bath is secured properly to the floor. The leak and consequential damage to the ceiling and plasterwork below show a failure to comply with the repairing standard in Section 13(1) (a), (b) and (c) that "the house is wind and watertight and in all other respects reasonably fit for human habitation; the structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order; the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are in a reasonable state of repair and in proper working order;" The Committee were not persuaded that an exception under Section 16(1) (b) of the Act applies and the damage is due to the improper use of the shower by the Tenant. These items require to be rectified by the Landlord to ensure that the house meets the repairing standard.
- (e) The bathroom wash hand basin and the tap fittings are not secure. The workmanship is extremely poor and the floorboard fittings which attempt to attach the wash hand basin to the wall have not been treated to be water resistant. Ideally there should be a tiled splash back. The Committee considers the wash hand basin and taps as presently fitted are not in a reasonable state of repair and this is contrary to Section 13(1) (d) of the Act that "any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order." These items require to be rectified by the Landlord to ensure that the house meets the repairing standard.
- (f) Whilst the toilet upstairs has been replaced since the application the replacement does not meet the repairing standard in Section 13(1)(d) of the Act as the toilet moves and the laminate has gaps and the pipes are not boxed in. These items

require to be rectified by the Landlord to ensure that the house meets the repairing standard.

- (g) The asbestos water tank requires to be removed by a specialist waste contractor and works carried out to remedy the damage caused by water from the leak in the tank. This includes the damage caused to all the ceilings and plasterwork affected. The presence of the tank is a failure to comply with Section 13(1) (a), (c) and (d) of the Act. The damage to ceilings and plasterwork is a failure to comply with Section 13 (1) (b) of the Act. These items require to be rectified by the Landlord to ensure that the house meets the repairing standard.
- (h) The broken window and defects in the window fixtures is a failure to comply with Sections 13(1) (a), (b) and (d) of the Act. This item requires to be rectified by the Landlord to ensure that the house meets the repairing standard.
- (i) The ceiling in the bedroom on the first floor left needs replaced and plastered. The ceiling and plasterwork presently does not meet the repairing standard in Sections 13(1) (a) and (b) of the Act. This item requires to be rectified by the Landlord to ensure that the house meets the repairing standard.
- (j) The window in the first floor bedroom left requires repairs to rectify the poor workmanship of installing the bolt which could not be said to be sufficient to secure the window. Furthermore the timber frame is damaged and the window in its present state of repair could not be said to meet the requirement in Sections 13(1) (b) and (d) of the Act. These items require to be rectified by the Landlord to ensure that the house meets the repairing standard.
- (k) The electrical wiring and sockets do not meet the repairing standard in Section 13(1) (c) and (d) of the Act. This item requires to be rectified by the Landlord to ensure that the house meets the repairing standard.
- (l) The cloakroom downstairs requires a new toilet pan, new toilet seat and the exposed pipes require to be boxed in and also any leak from the pipes needs to be repaired. The toilet is cracked and not secured to the wall. At present the toilet and fittings do not comply with Section 13(1) (d) of the Act. This item requires to be rectified by the Landlord to ensure that the house meets the repairing standard.
- (m) The locking mechanism on the back door is faulty and the mortice lock is redundant and missing part of the lock which results in the door failing to meet the repairing standard in Section 13(1) (b) and (d) of the Act. This item requires to be rectified by the Landlord to ensure that the house meets the repairing standard.
- (n) There are no internal doors in the first and second floors of the house and the

house does not meet the repairing standard in Section 13(1) (a) and (d) of the Act. This item requires to be rectified by the Landlord to ensure that the house meets the repairing standard.

- (o) The complaint of no hot water has been resolved and the Committee makes no finding in relation to this complaint.
- (p) One of the kitchen cupboard doors has fallen off and there is a failure to comply with Section 13(1) (d) of the Act in relation to this issue as the cupboard is not in reasonable repair. This item requires to be rectified by the Landlord to ensure that the house meets the repairing standard.
- (q) The bath panel is incomplete and this is a failure of Section 13(1) (d) of the Act and it is not in a reasonable state of repair. This item requires to be rectified by the Landlord to ensure that the house meets the repairing standard.
- (r) The shower has been replaced by the Tenant and is no longer an issue for determination although the safety of the electric pull cord switch will require to be attended to by the Landlord under (k) above.
- (s) The toilet left within the bedroom requires to be removed as it is an issue which is part of the repair to the upstairs toilet and as such Section 14(1) and (2) of the Act are relevant. Section 14 states

(1) The landlord in a tenancy must ensure that the house meets the repairing standard—
at the start of the tenancy, and
at all times during the tenancy.

(2) The duty imposed by subsection (1) includes a duty to make good any damage caused by carrying out any work for the purposes of complying with the duty in that subsection.”

Therefore the Landlord requires to make good damage and that would include the removal of the old toilet from the house to ensure compliance with the repairing standard duty.

The Committee was not persuaded by the representations of the Landlord in his written statement dated 19 November 2014 that the repairs were the result of sabotage by the Tenant or that the Tenant was a witness lacking credibility. The Committee considered the Tenant to be a witness trying to answer questions truthfully and she made concessions such as in relation to the smoke alarms she confirmed that the Landlord's

workmen had installed 3 hard wired interlinked smoke detectors one on each floor, and she accepted that the hot water problem was resolved. She was not suggesting to the Committee that the Committee should order improvements such as new windows or new kitchen units but confined her requests to repairs and in one instance suggested that the Landlord's workman had installed a new toilet unnecessarily when a cheaper ball-cock repair would have sufficed. Her application could not be said to have exaggerated the defects which the Committee saw. The Committee observed from their inspection that she could have added additional items of complaint but did not and the Committee commented on some of these in this decision concluding that that they cannot make an order as there is a lack of prior notification on the Landlord. It was observed by the Committee that within 4 days of her occupation of the house the Tenant was e-mailing the Landlord about a list of required repairs which included items in the application.

The environmental health department and fire service inspected the house and made comment about safety issues such as the lack of fire detection devices, absence of internal doors and the electrics. In contrast the Landlord in an effort to persuade the Committee to abandon the application submitted a written statement on 25 August 2014 that the repairs (and these were specified in a separate list) had been completed when they clearly had not. The Committee is of the view that the paperwork submitted on behalf of the Landlord on 25 August 2014 was an attempt to mislead the Committee into believing that the works detailed in the application had been satisfactorily completed and as a consequence it was in order to abandon the application. Furthermore, the Committee was not impressed by the Landlord's acceptance of his contractor's conduct in relation to making and observing his tenant take a shower to try to establish the reason for the bath leak and damaged ceiling. The Landlord in his most recent written statement has continued to blame the Tenant for repairs and defects suggesting sabotage which is highly unlikely given the nature of the repairs. It is difficult to reconcile his argument of fault by the Tenant with evidence such as poor workmanship, a leaking asbestos tank which appeared to be a long standing issue from the extent of the damage caused, ceiling repairs, rotten timber floorboards which appeared to be a long standing complaint, gas pipe work which appears unsafe, and corroded pipes; Furthermore, the Landlord seemed comfortable to excuse the poor workmanship and inappropriate actions of his workmen and contractors and minimise the lack of repair. Despite having seen photographs of the defects, some of which in the Committee's opinion raise serious safety issues, he has failed to accept responsibility or show concern for the occupants and has tried to deflect criticism from himself and his workmen. The Committee has no hesitation in concluding that the house does not meet the repairing standard in Section 13 of the Housing (Scotland) Act 2006. The Committee direct that a copy of this decision and the repairing standard enforcement order with photographs and productions considered be sent at the same time as its issue to the Landlord to Gas Safe Register, Select, the Tenant and Landlord Registration of North Lanarkshire Council and the Environmental Health Department of that Council to allow them to carry out their own enquiries given the safety concerns identified.

The Committee considered that a period of 8 weeks from the date of issue of this decision would be a reasonable period of time for these repairs to be carried out.

Decision

11. The Committee, considering the terms of Section 13(3) of the Act, determined that the Landlord had failed to comply with the duty imposed by Section 14(1) (b) of the Act. The decision of the Committee was unanimous.

12. The Committee proceeded to make a Repairing Standard Enforcement Order ("RSEO") as required by Section 24(2), which Order is referred to for its terms. The Landlord is reminded that it is an offence to re-let the house whilst a RSEO applies to the house.

Right of Appeal

13. A Landlord or Tenant aggrieved by the decision of the Private Rented Housing Committee may appeal to the Sheriff by Summary Application within 21 days of being notified of that decision.

Effect of Section 63

14. Where such an appeal is made, the effect of the decision and of the order is suspended until the appeal is abandoned or finally determined, and where the appeal is abandoned or finally determined by confirming the decision, the decision and the order will be treated as having effect from the day on which the appeal is abandoned or so determined.

A Devanny

Chairperson
24 November 2014

EXTERNAL

This is a copy of the photographs referred to in the Phip determination of 24 November 2014 relating to the noise from A Devanny



1



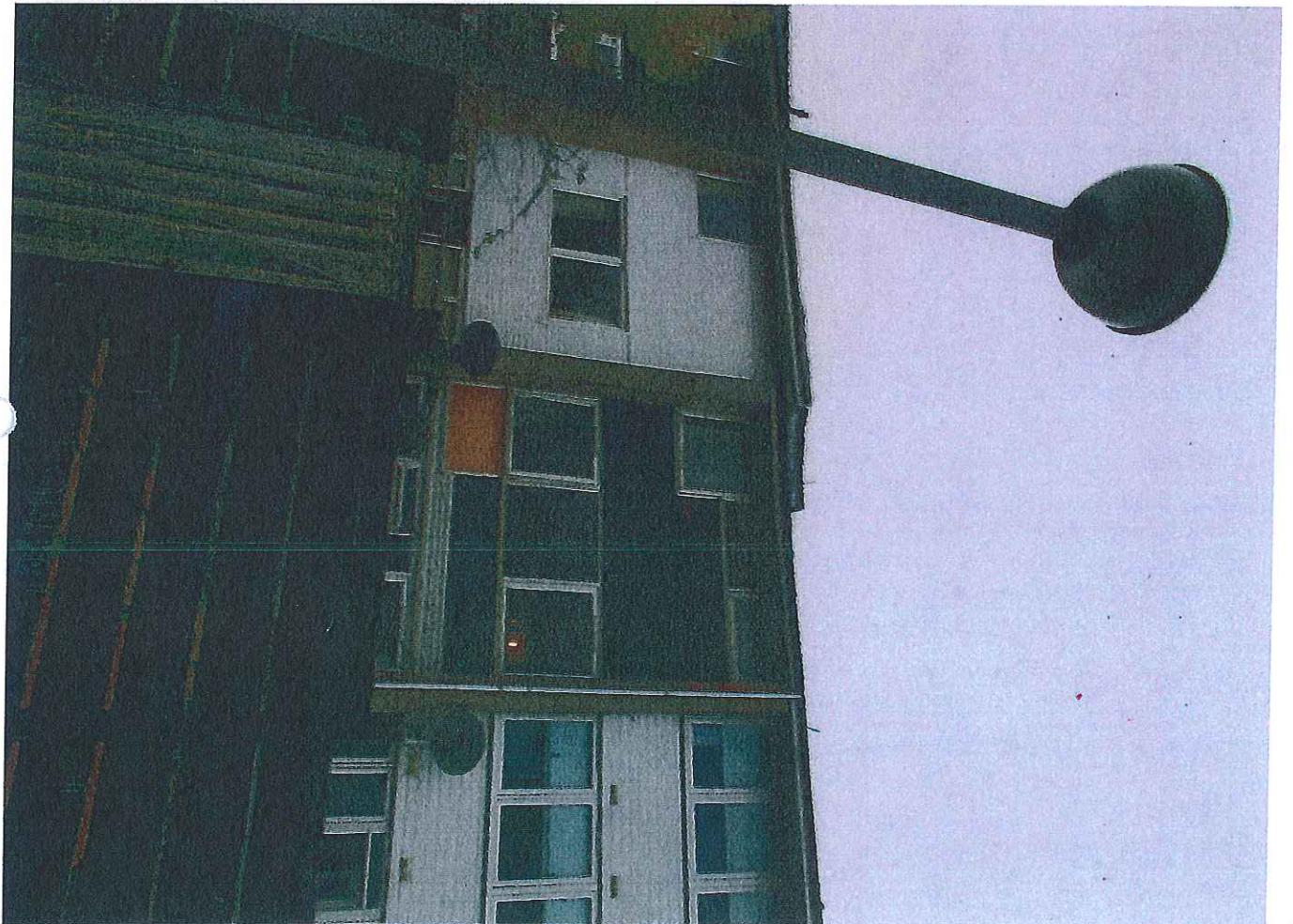
2

PHOTOGRAPHS - 39 Wallbrae Road, South Carbrain, Gumbernauled

EXTERNAL



(3)



(4)

CLOAKROOM

GROUND FLOOR

⑤



⑥

CLOAKROOM GROUND FLOOR

7



WALL

GROUND FLOOR

8



9



KITCHEN GROUND FLOOR

10



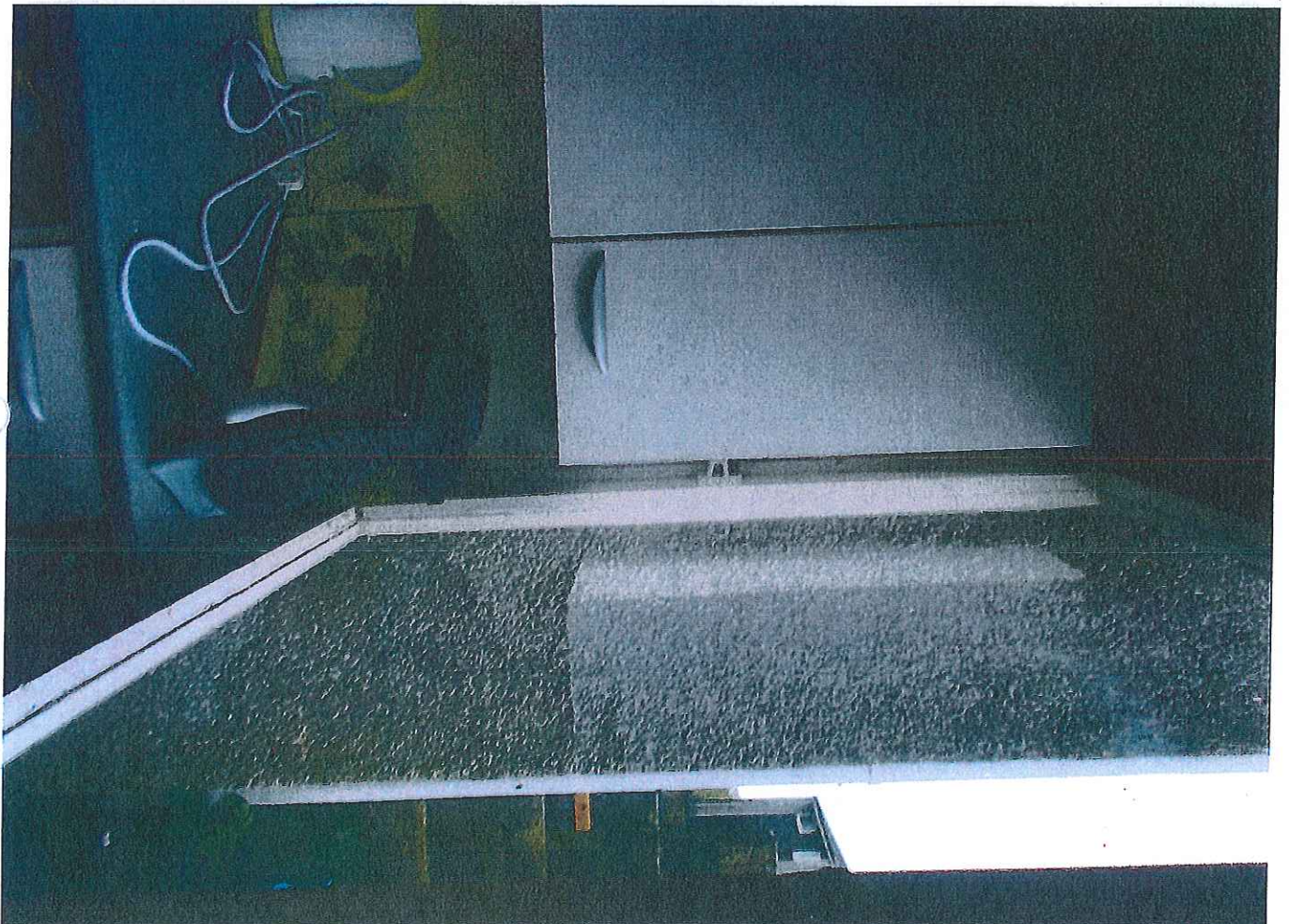
11

KITCHEN GROUND FLOOR

12



13



KITCHEN GROUND FLOOR

14



15



WALL + CUPBOARDS FIRST FLOOR

16



17

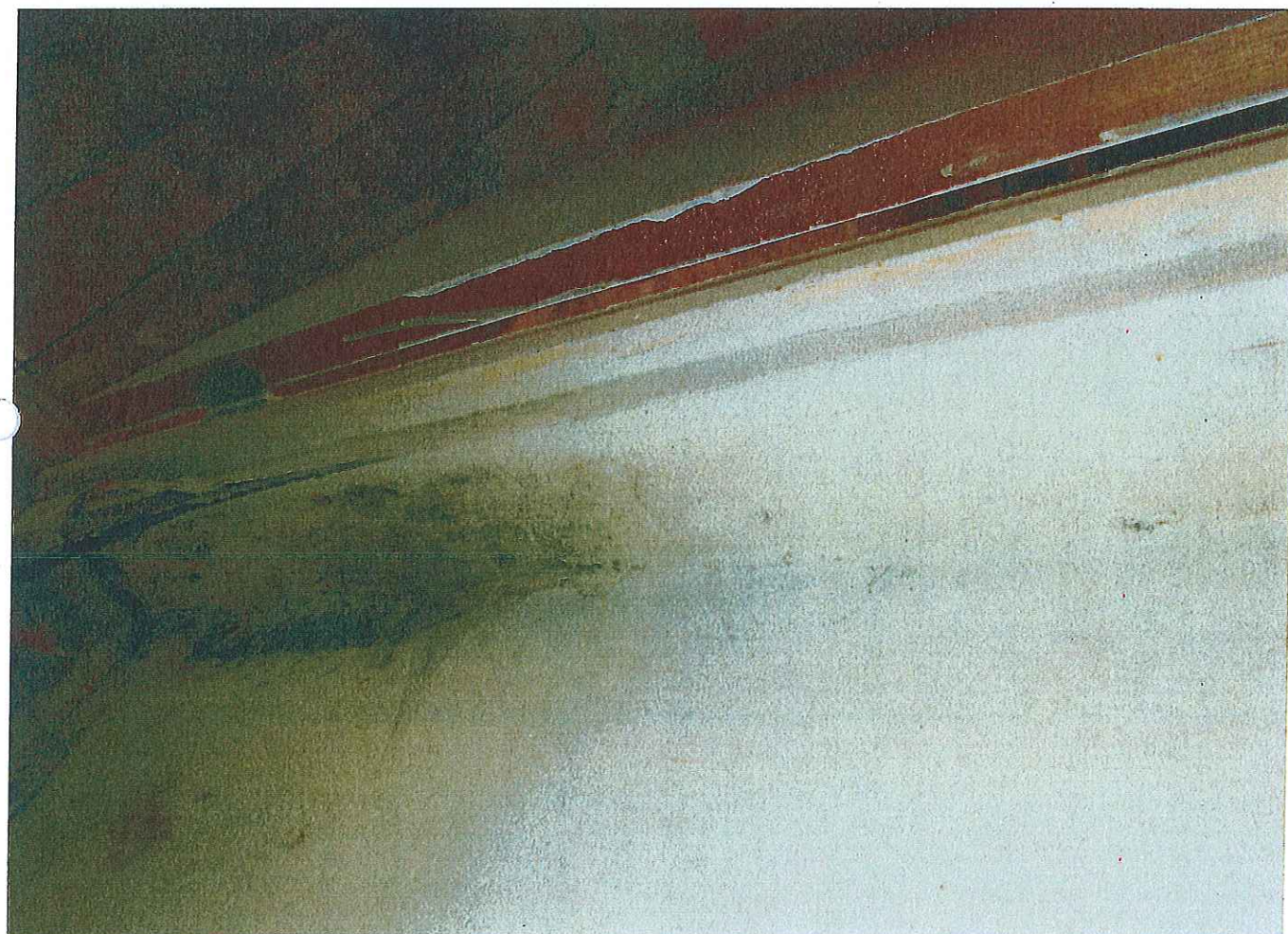


WALL + CUPBOARDS FIRST FLOOR

18



19



WALL + CUPBOARDS FIRST FLOOR

20



21



HALL + CUPBOARDS FIRST FLOOR

22



BEDROOM FIRST FLOOR RIGHT

23



24



BEDROOM FIRST FLOOR LEFT

25



26



BEDROOM FIRST FLOOR LEFT

27



28



BEDROOM FIRST FLOOR LEFT

29



30



BEDROOM FIRST FLOOR LEFT

31

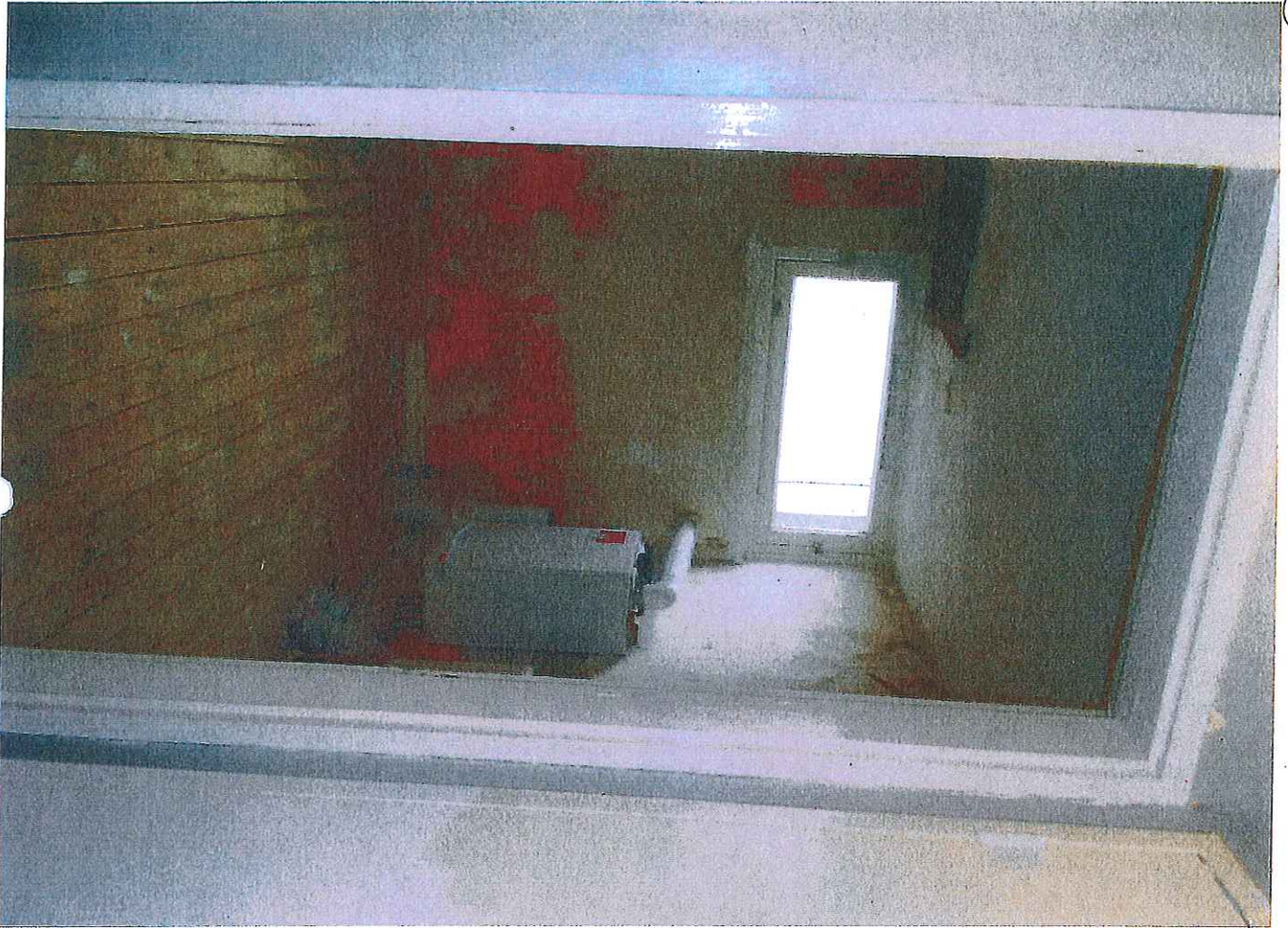


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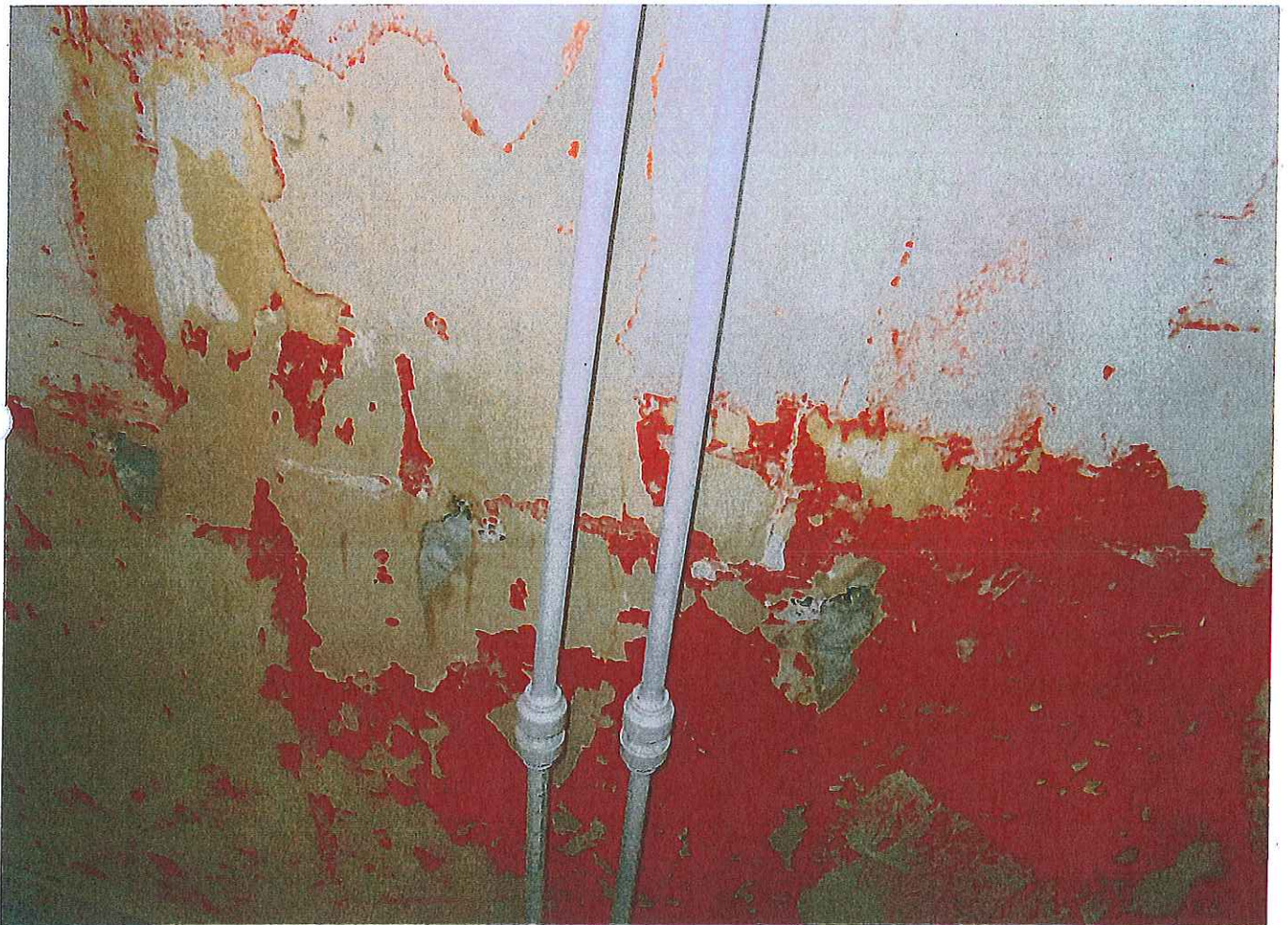


BEDROOM FIRST FLOOR LEFT

33



34

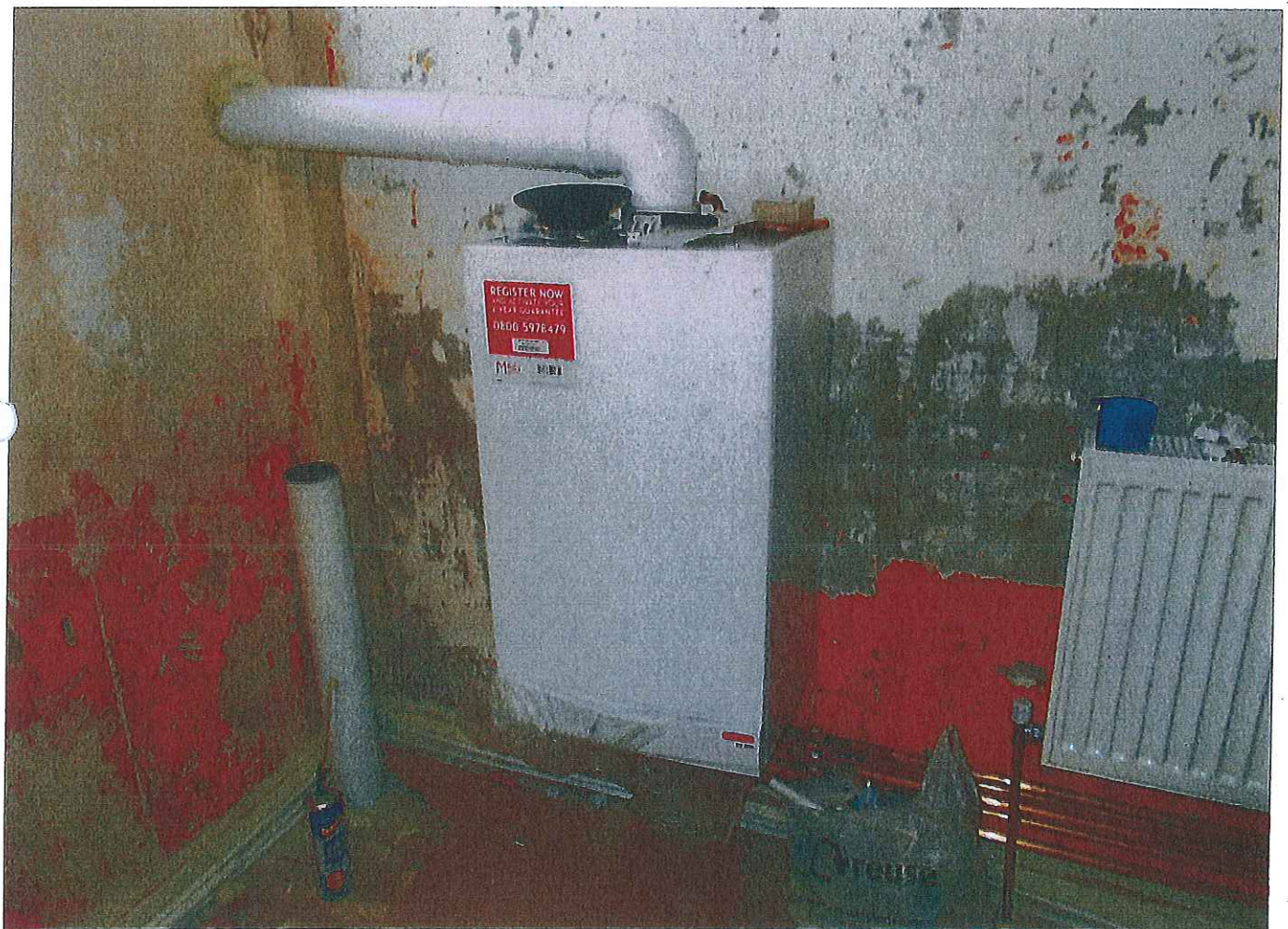


BEDROOM FIRST FLOOR LEFT

35



36

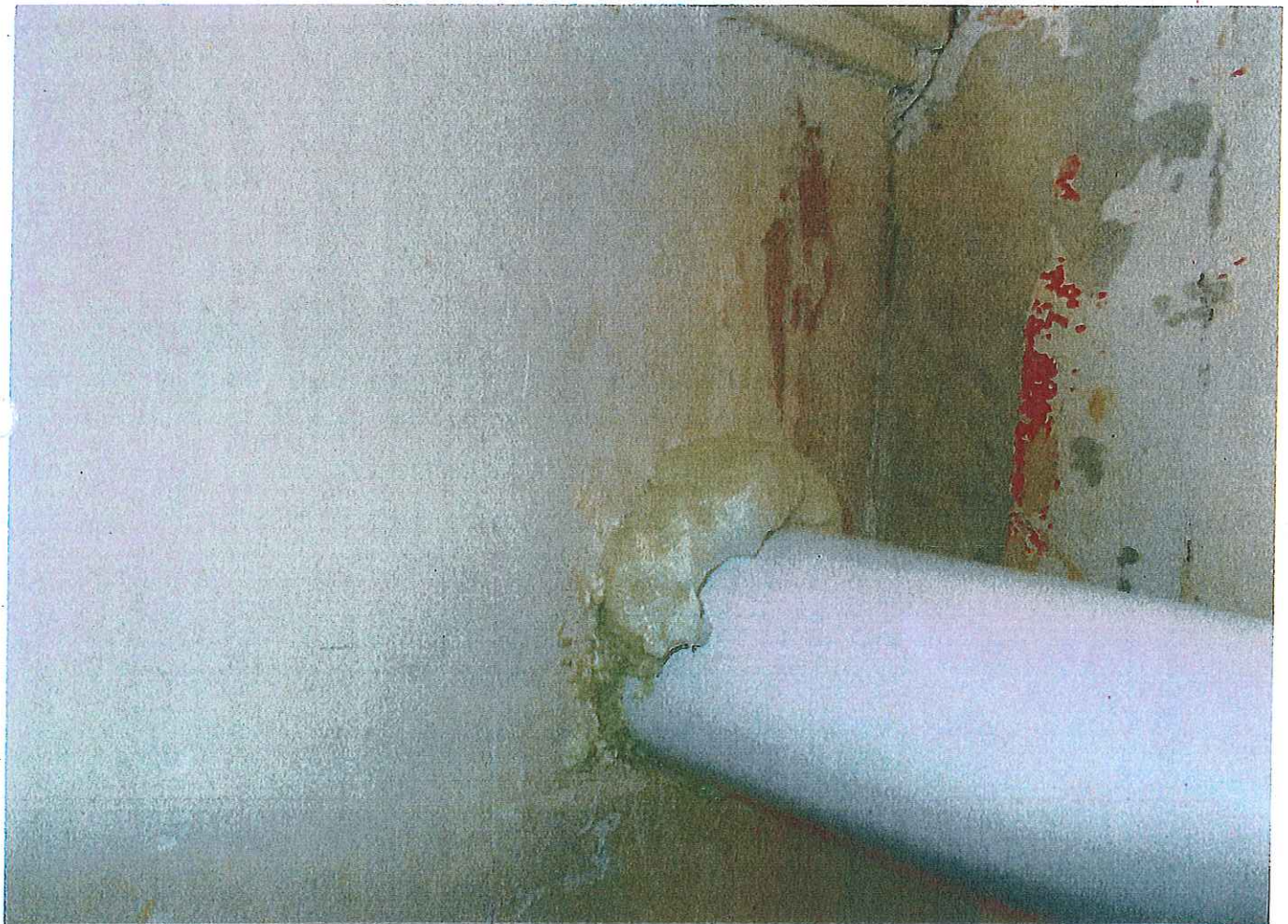


Bedroom First Floor LEFT

37



38



BEDROOM FIRST FLOOR LEFT

39

0800 597847

Lines open 365 days a year. Calls are free from landlines. Charges from mobiles may vary.

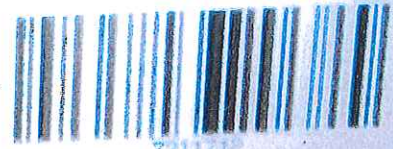
REGISTER THIS SERIAL NUMBER

MMK143840234AC



MAIN Combi 30 Eco Elite

MAIN
HEATING



7211718

part of **BAXI**

7 year guarantee must be registered within 30 days of purchase
subject to an annual service and a completed Benchmark check

BEOROOM FIRST FLOOR LEFT

40



41



WALL + CURBOARDS SECOND FLOOR

42



43

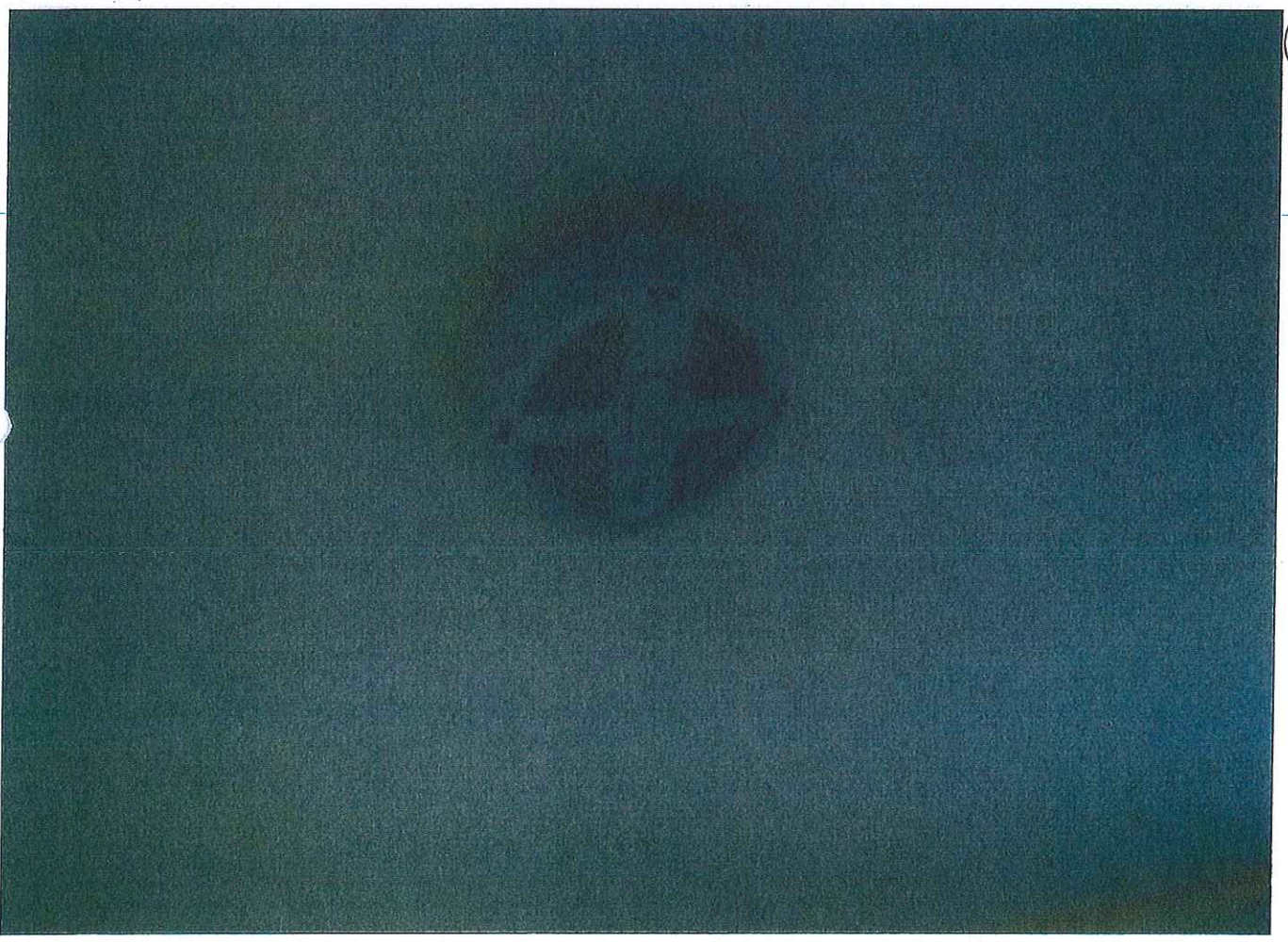


WALL + CUPBOARDS SECOND FLOOR

44



45



WALL + CUPBOARDS

SECOND FLOOR

46



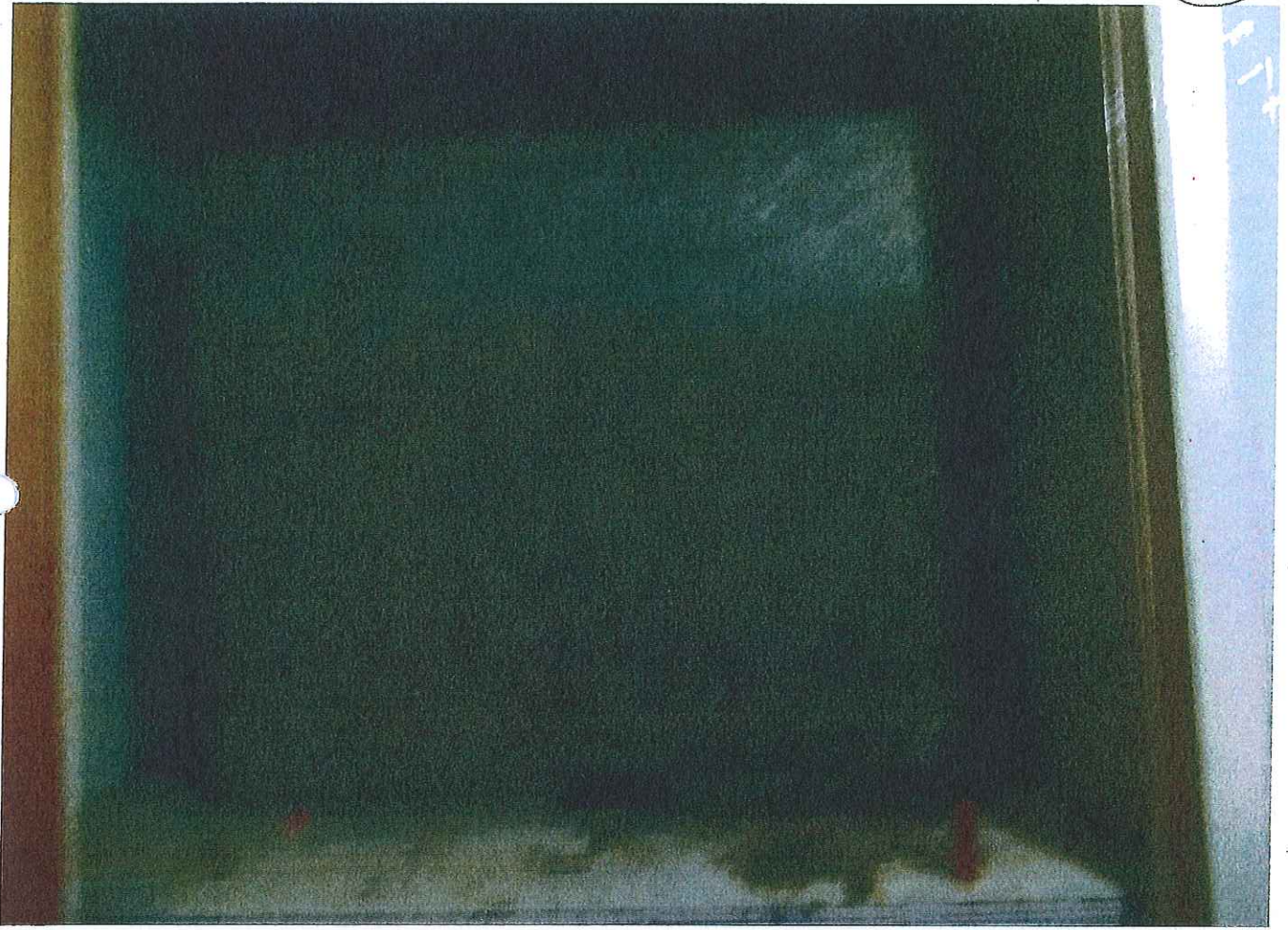
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C

WALL + CUPBOARDS

SECOND FLOOR

47



48



BEDROOM SECOND FLOOR RIGHT

49



50



BEDROOM SECOND FLOOR RIGHT

51



52



Bedroom Second Floor Right

53



54



BEDROOM SECOND FLOOR LEFT

55



56



BEDROOM SECOND FLOOR LEFT

57



58



BEDROOM SECOND FLOOR LEFT

59

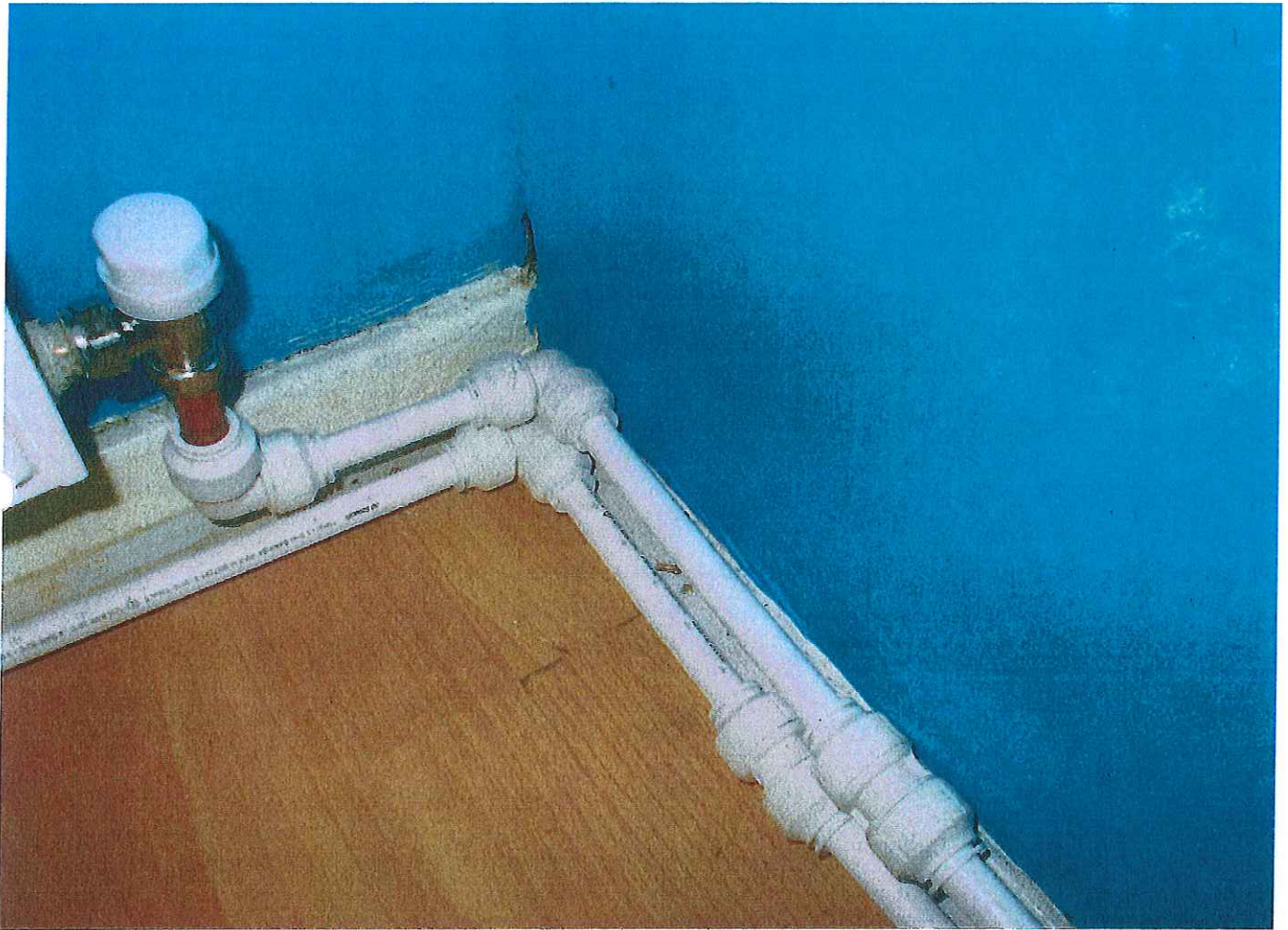


60



BEDROOM SECOND FLOOR LEFT

(61)



(62)



BATHROOM SEZONO FLOOR

(63)



BATHROOM SECOND FLOOR

64

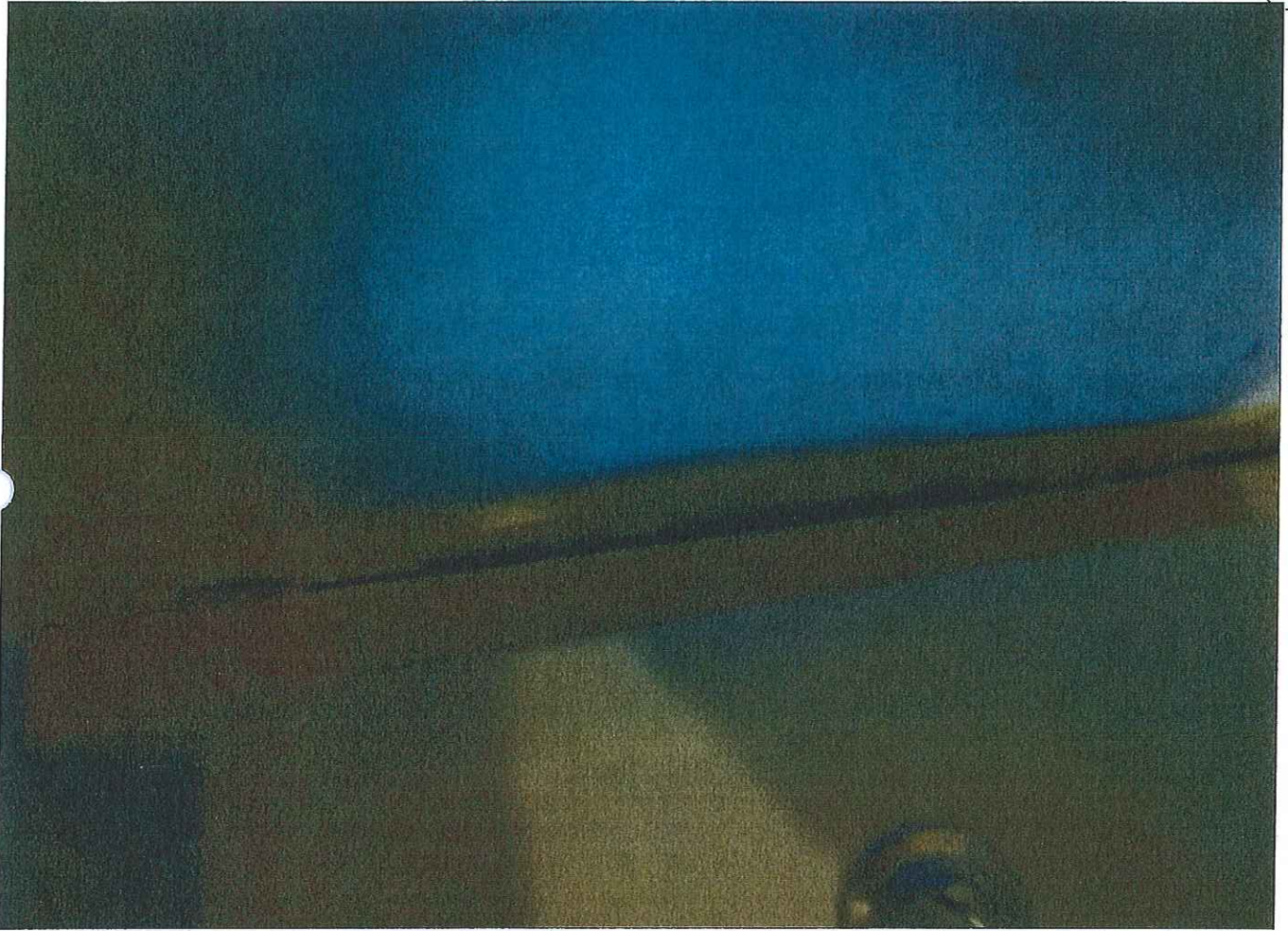


65



BATHROOM SECOND FLOOR

66



67

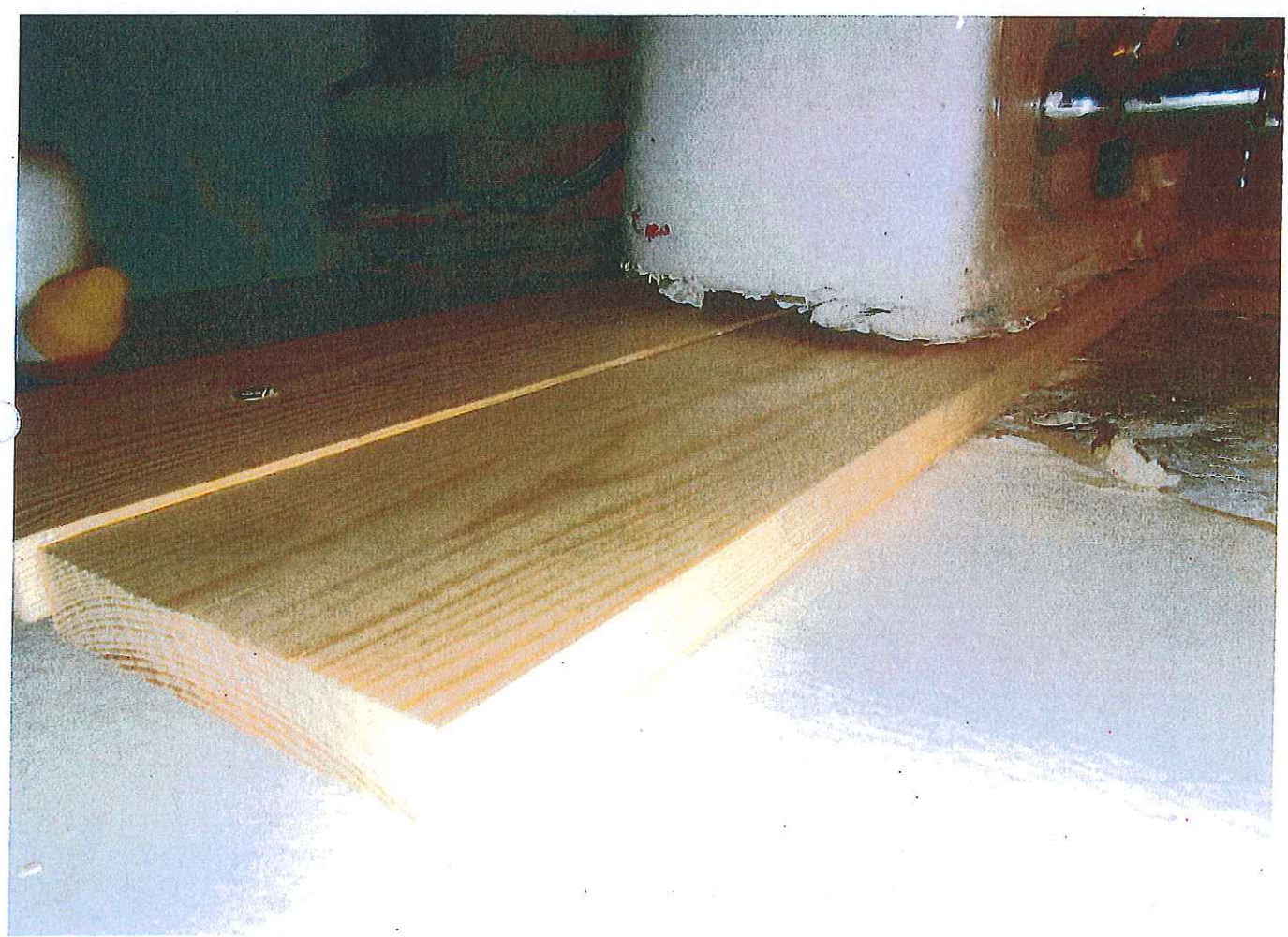


BATHROOM SECOND FLOOR

68



69



BATHROOM SECOND FLOOR



70



71

BATHROOM SECOND FLOOR

72



73



BATHROOM SECOND FLOOR

74



75


BATHROOM SECOND FLOOR

76



77



	<h2>Form of Electrical Installation Certificate</h2> <h3>Small Installations</h3> <p>(For use where design, construction, inspection and testing are the responsibility of one person)</p>	Requirements for Electrical Installations — BS 7671 (IET Wiring Regulations) Copyright © The Electrical Contractors' Association of Scotland. This certificate is not valid if the number is defaced or altered	SI 362374
DETAILS OF THE CLIENT AJWA HOLDINGS		INSTALLATION ADDRESS 39 WALBRAE ROAD	
DESCRIPTION AND EXTENT OF THE INSTALLATION COVERED BY THIS CERTIFICATE		Tick boxes as appropriate New installation <input type="checkbox"/> Addition <input type="checkbox"/> Alteration <input checked="" type="checkbox"/>	
FOR DESIGN, CONSTRUCTION, INSPECTION AND TESTING I, being the person responsible for the Design, Construction, Inspection and Testing of the electrical installation (as indicated by my signature below), particulars of which are described above, having exercised reasonable skill and care when carrying out the Design, Construction, Inspection and Testing, hereby CERTIFY that the said work for which I have been responsible is, to the best of my knowledge and belief, in accordance with BS 7671:2008 amended to (date) except for the departures, if any, detailed as follows. Details of departures from BS 7671 (Regulations 120.3 and 133.5) and comments on existing installation:—			
Name (Block Letters) <u>WILLIAM WILSON</u> For and on behalf of <u>WILLIAM WILSON</u> SELECT NUMBER — <u>APL-102916</u> Position <u>ELECTRICIAN</u> Signature <u>W. W.</u> Date <u>21/8/14</u> I recommend that this installation is further inspected and tested after an interval of not more than <u>3</u> years/months.			
SUPPLY CHARACTERISTICS AND EARTHING ARRANGEMENTS		Earthing arrangements	
Nominal Voltage <u>240</u> V Prospective fault current I_f <u>1.89</u> kA Nominal Frequency <u>50</u> Hz External loop impedance Z_e <u>0.17</u> Ω	Number and Type of Live Conductors 1-Phase, 2-wire <input checked="" type="checkbox"/> 2-Phase, 3-wire <input type="checkbox"/> 3-Phase, 3-wire <input type="checkbox"/> 3-Phase, 4-wire <input type="checkbox"/>	Distributor's facility TN-S <input checked="" type="checkbox"/> TN-C-S <input type="checkbox"/> TT <input type="checkbox"/> Other sources of supply <input type="checkbox"/>	Installation earth electrode Type <input type="checkbox"/> Location Electrode Resistance to earth Ω
PARTICULARS OF INSTALLATION REFERRED TO IN THE CERTIFICATE			
Maximum Demand Load <u>100</u> kVA/Amps* <small>*Delete as appropriate</small>	Main Switch / Switch-Fuse / Circuit-Breaker / RCD BS (EN) <u>60947-3</u> No. of poles <u>2</u>	Main Protective Conductors Earthing Conductor Copper <input checked="" type="checkbox"/> csa <u>16</u> mm ² Continuity and connection verified <input checked="" type="checkbox"/> Main Protective Bonding Conductors Steel <input type="checkbox"/> Copper <input checked="" type="checkbox"/> csa <u>10</u> mm ² Continuity and connection verified <input checked="" type="checkbox"/> Steel <input type="checkbox"/> To incoming water and/or gas service <input checked="" type="checkbox"/> To other elements <input type="checkbox"/>	
Polarity and Phase Sequence Supply polarity confirmed <input checked="" type="checkbox"/> Phase sequence confirmed (Where appropriate) <input checked="" type="checkbox"/>	Location <u>HALL cupboard</u> Voltage rating <u>240</u> V Current rating <u>100</u> A RCD $I_{\Delta n}$ <u>30</u> mA Operating time <u>30</u> ms (at $I_{\Delta n}$) <small>(applicable only where an RCD is suitable and is used as a main circuit-breaker)</small>		

SCHEDULE OF INSPECTIONS

DB Ref. No. **B/S** DB **1-39** ohms
 at DB **SMOKE ALARM** kA
 S I 362374

Details of circuits / equipment vulnerable to damage when testing **SMOKE ALARM**

Methods of protection against electric shock <input checked="" type="checkbox"/> SELV or PELV <input checked="" type="checkbox"/> Double or reinforced insulation <input checked="" type="checkbox"/> Insulation of live parts and barriers or enclosures <input checked="" type="checkbox"/> Presence of earthing conductor and circuit protective conductors <input checked="" type="checkbox"/> Presence of protective bonding conductors <input checked="" type="checkbox"/> Choice and setting of protective and monitoring devices (for fault and/or overcurrent protection) <input checked="" type="checkbox"/> Electrical separation for one item of equipment Additional protection: <input checked="" type="checkbox"/> Presence of residual current device(s) <input checked="" type="checkbox"/> Presence of supplementary bonding conductors	Prevention of mutual detrimental influence <input checked="" type="checkbox"/> Proximity to non-electrical services and other influences <input checked="" type="checkbox"/> Segregation of Band I and Band II circuits or use of Band II insulation Identification <input checked="" type="checkbox"/> Presence of diagrams, instructions, circuits charts and similar information <input checked="" type="checkbox"/> Presence of danger notices and other warning notices <input checked="" type="checkbox"/> Labelling of protective devices, switches and terminals <input checked="" type="checkbox"/> Identification of conductors	Cables and conductors <input checked="" type="checkbox"/> Selection of conductors for current-carrying capacity and voltage drop <input checked="" type="checkbox"/> Erection methods <input checked="" type="checkbox"/> Routing of cables in prescribed zones <input checked="" type="checkbox"/> Cables incorporating earthed armour or sheath, or run within an earthed wiring system, or otherwise adequately protected against nails, screws and the like <input checked="" type="checkbox"/> Additional protection provided by 30mA RCD for cables concealed in walls (where required in premises not under the supervision of a skilled or instructed person) <input checked="" type="checkbox"/> Connection of conductors <input checked="" type="checkbox"/> Presence of fire barriers, suitable seals and protection against thermal effects	General <input checked="" type="checkbox"/> Presence and correct location of appropriate devices for isolation and switching <input checked="" type="checkbox"/> Adequacy of access to switchgear and other equipment <input checked="" type="checkbox"/> Particular protective measures for special installations and locations <input checked="" type="checkbox"/> Connection of single-pole devices for protection or switching in line conductors only <input checked="" type="checkbox"/> Correct connection of accessories and equipment <input checked="" type="checkbox"/> Selection of equipment and protective measures appropriate to external influences <input checked="" type="checkbox"/> Selection of appropriate functional switching devices
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CIRCUIT DETAILS

No.	Circuit Description	No. of Points	Wiring Details		Overcurrent Device Breaking Capacity	Continuity		Insulation Resistance (Lowest values measured)		Polarity	Earth fault impedance		RCD/RCBO Protection	Functional Testing	Remarks
			Type (see code below)	Ref. Method †		Live	CPC	R ₁ +R ₂ or R ₂	Ω		L-L	L-E			
1	LIGHTS/SMOKES	9	A		B	6	0.87	200	200	✓	0.53	30	259	135	✓
2	SOCKET LOW	7	A		B	32	0.170	0.17	0.25	✓	0.32	30	~	~	✓
3	SOCKETS MID	9	A		B	32	0.130	0.14	0.19	✓	0.3	30	~	~	✓
4	COOKER	1	A		B	40	0.19	~	~	✓	0.37	30	~	~	✓
5	SHOWER	1	A		B	32	0.3	7200	7200	✓	0.48	30	296	125	✓
6	SOCKETS KT	4	A		B	32	0.19	0.20	0.3	✓	0.35	30	~	~	✓
7	SOCKETS TOP	5	A		B	32	0.25	0.26	0.35	✓	0.42	30	~	~	✓
8	LIGHTS	14	A		B	6	0.85	~	~	✓	1.16	30	~	~	✓

† Insert Reference Method (see Table 4A2 from BS 7671 Appendix 4)

*30mA RCDs only

Code for Wiring Type	A	B	C	D	E	F	G	H	O (Other - please specify)
PVC/PVC	PVC in Metal Conduit	PVC in Plastic Conduit	PVC in Metal Trunking	PVC in Plastic Trunking	PVC/SWA	XLPE/SWA	Mineral Insulated		

TEST INSTRUMENTS USED

Manufacturer	Type	Date Accuracy Verified	Serial No.	Manufacturer	Type	Date Accuracy Verified	Serial No.
Megger	MEGGER MULTI function		10013781				

B E T W E E N:

Miss Tracey McGillvray	Complainant
and	
AMPG Ltd t/a Ahuja Holdings	Respondent

WRITTEN REPRESENTATIONS OF AJAY AHUJA

I, Ajay Ahuja, of Unit 1, South Fens Business Centre, Fenton Way, Chatteris, Cambridgeshire PE16 6TT STATE as follows:

1. I am a director of AMPG Ltd and make this statement in response to the application made by Miss Tracey McGillvray on 03 July 2014 under The Housing Scotland Act 2008, Section 22(1).
2. The Complainant entered into a tenancy agreement with my company on 26 May 2014 in respect of the premises known as 39 Wallbrae Road, South Carbrain, Cumberland G67 2PD for a term of six months at a rent of £299 per calendar month payable in advance on the 26th day of each month.
3. There is now produced and shown to me marked "AA1" a true copy of an email sent to me by the Complainant on 07 August 2014 in which she acknowledges that prior to entering into the tenancy agreement with me she assured me that in consideration of my charging her a rent of £299 per month instead of an open market rent of £525 per month, she would not look to me to fit a new kitchen and new windows for the property but have the work done herself. In reliance on the Complainant's representations I duly let the property to her at the

lower rent of £299 per month. I respectfully submit that in the circumstances the Complainant is estopped from pursuing her application so far as it relates to windows.

4. There is now produced to me bundled together and marked "AA2" true copies of a schedule of repairs and of an email from the Complainant to the Panel dated 13 August 2014 from which it appears that notwithstanding the estoppel referred to in paragraph 3 above, all the works of which the Complainant complains in Section 5 of her application have been remedied to her satisfaction thanks to the works of repair which I have had had carried out.

5. There is now produced to me marked "AA3" a true copy of an electrical safety certificate dated 21 August 2014 from which it appears that the concerns raised by the Environmental Health Officer at North Lanarkshire Council in his email of 23 July 2014 have also been remedied in accordance with the IEE Wiring Regulations. I have also addressed the matters raised by the Scottish Fire and Rescue Service and mentioned by the Environmental Health Officer in his email by having three mains wired interlinked smoke alarms fitted.

6. For all the above reasons I respectfully submit that this is a case in which the Panel can safely accede to the tenant's request that her application be withdrawn.

Signed.....



Dated.....

25/8/14

AA1

----- Forwarded message -----

From: **traceymcgillivray30** <traceymcgillivray30@gmail.com>

Date: 7 August 2014 17:30

Subject: Re: Repair works

To: **lettingsahuja** <lettingsahuja@gmail.com>

Hi I have no funds to put new windows in and for a new kitchen and I know I said I would but I have no job I only have benefit money

Sent from Samsung Mobile

AA2



Ahuja Holdings

U1, South Fens Business Centre, Fenton Way, Chatteris, Cambs, PE16 6TT

Tel: 01354 648211 Fax: 0870 990 3197 Email: lettings@ahuja.co.uk

PROPERTY: 39 WALLBRAE ROAD, CUMBERNAULD, G67 2PD

	ISSUE	TENANT TO SIGN THAT WORKS COMPLETED
1	Leak in bath Signature
2	Sink not secure Signature
3	Upstairs toilet new ballcock Signature
4	Water tank replacement to be removed once boiler goes in to property. Temporary repair satisfactory. Signature
5	Windows wind and water tight and openable. Signature
6	Bedroom ceiling plastering Signature
7	New toilet pan downstairs Signature
8	Fix back door Signature

I can confirm that I have completed the works above.

.....
Signature

.....
Date

.....
PRINT NAME

*Ahuja Holdings is the trading name of AMPG Ltd.
AMPG Ltd is a company registered in England & Wales whose registered office is at
U9, South Fens Business Centre, Fenton Way, Chatteris, Cambridgeshire, United Kingdom PE16 6TT.
Company Registration No. 07135556 VAT No. 814928414
Directors: Ajay Ahuja, Hana Mayerova*

AA3

**ELECTRICAL INSTALLATION
CERTIFICATE**
(Requirements for Electrical Installations – BS 7671
IEE Wiring Regulations)

DETAILS OF THE CLIENT

Client/
Address: **39 WALBRAE ROAD.**

DETAILS OF THE INSTALLATION

Address: **39 WALBRAE ROAD** New
 Extent of the installation covered by this Certificate: **TEST CERTIFICATE REQUIRED.** An Addition
An Alteration

DESIGN

I/We, being the person(s) responsible for the design of the electrical installation (as indicated by my/our signature(s) below, particulars of which are described above, having exercised reasonable skill and care when carrying out the design, hereby Certify that the design work for which I/We have been responsible is, to the best of my/our knowledge and belief, in accordance with BS 7671:2008 amended to N/A except for the departures, if any, detailed as follows:

Details of departures from BS 7671, as amended (Regulations 120.3.120.4) *W. Wilson*

The extent of liability of the signatory/signatories is limited to the work described above as the subject of this certificate. For the DESIGN of the installation:

** (Where there is divided responsibility for the design)

Signature	Date	Name (CAPITALS)	Designer 1
Signature	Date	Name (CAPITALS)	Designer 2 **

CONSTRUCTION

I/We, being the person(s) responsible for the construction of the electrical installation (as indicated by my/our signature(s) below, particulars of which are described above, having exercised reasonable skill and care when carrying out the construction, hereby Certify that the construction work for which I/We have been responsible is, to the best of my/our knowledge and belief, in accordance with BS 7671:2008 amended to N/A except for the departures, if any, detailed as follows:

Details of departures from BS 7671, as amended (Regulations 120.3.120.4)

The extent of liability of the signatory is limited to the work described above as the subject of this certificate. For the CONSTRUCTION of the installation:

Signature	Date	Name (CAPITALS)	Constructor
<i>W. Wilson</i>	21/8/14	W. WILSON	

INSPECTION AND TESTING

I/We, being the person(s) responsible for the inspection and testing of the electrical installation (as indicated by my/our signature(s) below, particulars of which are described above, having exercised reasonable skill and care when carrying out the inspection and testing, hereby Certify that the inspection and testing work for which I/We have been responsible is, to the best of my/our knowledge and belief, in accordance with BS 7671:2008 amended to N/A except for the departures, if any, detailed as follows:

Details of departures from BS 7671, as amended (Regulations 120.3.120.4)

The extent of liability of the signatory is limited to the work described above as the subject of this certificate. For the INSPECTION AND TESTING of the installation:

Signature	Date	Name (CAPITALS)	INSPECTOR
<i>W. Wilson</i>	21/8/14	W. WILSON	
Reviewed by			
Signature	Date	Name (CAPITALS)	Qualified Supervisor

DISTRIBUTION BOARD DETAILS							
DB ref: BS	Z _s at this board (Ω): 0.17	V _s at this board (kA): 139	Main switch type BSEN reference: 14P411	Rating: 100amps	Supply conductors: 2.5 mm ²	Earth: 16 mm ²	
Distribution board location: HALL CupBOARD	Supplied from: 100A Main FUSE	No. Of phases: 2	Supply protective device type: BSEN reference: 60947-3	Rating: 100amps			

CIRCUIT DETAILS **TEST RESULTS**

Circuit Reference	Circuit designation	Type of wiring	Reference method	Circuit conductors		Max. Disconnection time permitted (s)	Overcurrent devices		RCD	Circuit impedance Ω			Insulation resistance				RCD				
				Live (mm ²)	cpc (mm ²)		Type BS EN	Rating (A)		Short circuit capacity (kA)	IΔn mA	Ring final circuits only (Measured end to end)			Phase/Phase M Ω	Phase/Neutral M Ω	Phase/Earth M Ω	Neutral/Earth M Ω	Polarity	Maximum Measured Z _s Ω	At 5 x IΔn ms
												r ₁	r ₂	r ₃							
1	LIGHTS / SWITCH	AB	9	1.5	1.0	B	6	✓	0.37												
2	SOCKETS LOW	AB	7	2.5	1.5	B	32	✓	0.17	0.17	0.25	0.17	∞	∞	∞	∞	∞	∞	∞		
3	SOCKETS MID	AB	6	2.5	1.5	B	32	✓	0.13	0.15	0.19	0.13	∞	∞	∞	∞	∞	∞	∞		
4	COOKER	AB	1	6	2.5	B	40	✓	0.19			0.19	∞	∞	∞	∞	∞	∞	∞		
5	RCD																				
6	SHOWER	AB	1	6	2.5	B	32	✓	0.3			0.3	∞	∞	∞	∞	∞	∞	∞		
7	SOCKETS KIT	AB	4	2.5	1.5	B	32	✓	0.19	0.20	0.30	0.19	∞	∞	∞	∞	∞	∞	∞		
8	SOCKETS TOP	AB	5	2.5	1.5	B	32	✓	0.26	0.26	0.35	0.25	∞	∞	∞	∞	∞	∞	∞		
9	LIGHTS	AB	14	1.5	1.0	B	6	✓	0.95			0.95	∞	∞	∞	∞	∞	∞	∞		

SCHEDULE OF ITEMS INSPECTED

PROTECTIVE MEASURES AGAINST ELECTRIC SHOCK

Basic and fault protection

AAA SELV
N/A PELV

Basic protection

- Insulation of live parts
- Barriers and enclosures
- Obstacles
- Placing out of reach
- Double or Reinforced insulation

Fault Protection (Automatic disconnection of supply)

- Presence of earthing conductors
- Presence of circuit protection conductors
- Presence of main equipotential conductors
- Presence of earthing arrangements for combined protective and functional purposes
- Presence of adequate arrangements for alternative sources(s), where applicable
- N/A* PELV
- Choice and setting of protective and monitoring devices

Non-conducting location:

Absence of protective conductors

Earth free equipotential bonding:

Presence of earth free equipotential bonding conductors

Electrical separation

for one item of current using equipment

Electrical separation

for more than one item of current using equipment

Additional protection

(For use in controlled supervised conditions only)

- Presence of residual current device(s)
- Presence of supplementary bonding conductors

Prevention of mutual detrimental influences

- Proximity of non-electrical services and other influences
- N/A* Segregation of band I and band II circuits or band II insulation used
- N/A* Segregation of safety circuits

Identification

- Presence of diagrams, instructions, circuit charts and similar information
- Presence of danger notices and other warning signs
- Labelling of protective devices, switches and terminals
- Identification of conductors

Cables and conductors

- Selection of conductors for current-carrying capacity and volt drop
- Erection methods
- Routing of cables in prescribed zones
- Cables incorporating earthed armour or sheath or run in an earthed wiring system or protected against nails, screws and the like
- Additional protection by a 30mA for cables concealed in walls (where required in premises not under the supervision of skilled or instructed persons)
- Connection of conductors
- Presence of fire barriers, suitable seals and protection against thermal effects

General

- Adequacy of access to switchgear and other equipment
- Presence and correct location of appropriate devices for isolation and switching
- Particular protective measures for special installations and locations
- Connection of single pole devices for protection or switching in phase conductors only
- Correct connection of accessories and equipment
- Presence of under voltage protective devices
- Selection of equipment and protective measures appropriate to external influences
- Selection of appropriate functional switching devices

- √* To indicate that an inspection or test has been carried out and the result is satisfactory
- X* To indicate that an inspection or test has been carried out and the result was unsatisfactory
- LIM* To indicate that an inspection or test has not been carried out following agreed limitations of inspection or testing
- N/A* To indicate the inspection or test is not applicable
- N/V* To indicate that details could not be verified

SCHEDULE OF ITEMS TESTED	
<input checked="" type="checkbox"/> External earth loop impedance, Z_e	<input checked="" type="checkbox"/> Basic protection against direct contact by barrier or enclosure provided during erection
<input type="checkbox"/> Installation earth electrode resistance, R_a	<input checked="" type="checkbox"/> Insulation of non-conducting floors or walls
<input checked="" type="checkbox"/> Continuity of protective conductors	<input checked="" type="checkbox"/> Polarity
<input checked="" type="checkbox"/> Continuity of ring circuit conductors	<input checked="" type="checkbox"/> Earth fault loop impedance Z_s
<input checked="" type="checkbox"/> Insulation resistance between live conductors	<input checked="" type="checkbox"/> Verification of phase sequence
<input checked="" type="checkbox"/> Insulation resistance between live conductors and earth	<input checked="" type="checkbox"/> Operation of residual current devices
<input checked="" type="checkbox"/> Protection by separation of circuits	<input checked="" type="checkbox"/> Functional testing of assemblies
	<input checked="" type="checkbox"/> Verification of voltage drop

SCHEDULE OF ADDITIONAL RECORDS (See attached schedule)
Note: Additional page(s) must be identified by the Electrical Installation Certificate serial number and page number(s).
Page No(s) :

TEST INSTRUMENTS USED	
Instrument Serial No(s)	10018781
Earth fault loop impedance	11
Insulation resistance	11
Continuity	11
RCD	11
Other	N/A

NOTES FOR RECIPIENT

THIS CERTIFICATE IS A VALUABLE DOCUMENT AND SHOULD BE RETAINED FOR FUTURE REFERENCE

This safety certificate has been issued to confirm that the electrical installation work to which it relates has been designed, constructed and inspected and tested in accordance with British Standard 7671 (The IEE Wiring regulations).

You should have received an original Certificate and the contractor should have retained a duplicate Certificate. If you were the person ordering the work, but not the owner of the installation, you should pass this Certificate, or a full copy of it including the schedules immediately to the user.

The original certificate should be retained in a safe place and be shown to any person inspecting or undertaking further work on the electrical installation in the future. If you later vacate the property, this Certificate will demonstrate to the new owner that the electrical installation complied with the requirements of British Standard 7671 at the time the Certificate was issued. The Construction (Design and Management) Regulations require that for a project covered by those Regulations, a copy of this Certificate, together with schedules is included in the health and safety documentations.

For safety reasons, the electrical installation will need to be inspected at appropriate intervals by a competent person. The maximum time interval recommended before the next inspection is stated in the Certificate under "Next Inspection."

This Certificate is intended to be issued only for a new electrical installation or for new work associated with an alteration or addition to a existing installation. It should not have been issued for the inspection of an existing electrical installation. A "Periodic Inspection Report" should be issued for such a periodic inspection.

The Certificate is only valid if a Schedule of Inspection of Test Results is appended.

PARTICULARS OF INSTALLATION AT THE ORIGIN

Means of earthing		Details of Installation Earth Electrode (where applicable)									
Supplier's facility	<input checked="" type="checkbox"/>	Type: (e.g. rods, tape ect)	Location								
Installation earth electrode		Electrode resistance, RA	Ohms	Method of measurement							
Maximum Demand (Load) Per phase	100	Amps	Method of protection against indirect contact		EEBADS						
Main Switch or circuit-Breaker											
Type BSEN	60947-3	No. Of poles	2	Voltage rating	240 V	Current rating	100 A	RCD I _{Δn}	30 mA	RCD at I _{Δn}	30 ms
Supply conductors											
Conductor material		Copper		Conductor csa		25		mm ²			
Earthing conductors											
Conductor material		Copper		Conductor csa		16		mm ²		Continuity check <input checked="" type="checkbox"/> (✓) OK	
Main equipotential bonding conductors											
Conductor material		Copper		Conductor csa		10		mm ²		Continuity check <input checked="" type="checkbox"/> (✓) OK	
Bonding of extraneous conductive parts (✓)											
Water service	<input checked="" type="checkbox"/>	Gas service	<input type="checkbox"/>	Oil service	<input type="checkbox"/>	Structural steel	<input type="checkbox"/>	Lightning protection	<input type="checkbox"/>	Other services	<input type="checkbox"/>
List in report notes											

COMMENTS ON THE EXISTING INSTALLATION

Additional information and report notes

NEXT INSPECTION

With the designer(s), recommend that this installation is further inspected and tested after an interval of not more than 10

DESIGN, CONSTRUCTION, INSPECTION AND TESTING

* This box is to be completed only where the design, construction, inspection and testing have been the responsibility of one person.

I, being the person responsible for the design, construction, inspection and testing of the electrical installation (as indicated by my signature below), particulars of which are described above, having exercised reasonable skill and care when carrying out the design, construction, inspection and testing, hereby CERTIFY that the inspection and testing work for which I have been responsible is, to the best of my knowledge and belief, in accordance with BS 7671:2008 amended to N/A except for the departures, if any, detailed as follows:

Details of departures from BS 7671, as amended (Regulations 120.3.120.4)

The extent of liability of the signatory is limited to the work described above as the subject of this certificate. For the DESIGN, CONSTRUCTION, and the INSPECTION AND TESTING of the installation.

Signature	Date	Name (CAPITALS)	INSPECTOR
Reviewed by			
Signature	Date	Name (CAPITALS)	Qualified Supervisor

PATICULARS OF THE ORGANISATION(S) RESPONSIBLE FOR THE ELECTRICAL INSTALLATION

DESIGN (1)
Organisation

Address:

Registration No.
(Where appropriate)

Branch number
(If applicable)

DESIGN (2)
Organisation

Address:

Registration No.
(Where appropriate)

Branch number
(If applicable)

CONSTRUCTION
Organisation

Address:

Registration No.
(Where appropriate)

Branch number
(If applicable)

INSPECTION & TESTING
Organisation

Address:

*WILL WILSON ELECTRICAL
CRAG AVE, DERRY*

Registration No.
(Where appropriate)

Branch number
(If applicable)

SUPPLY CHARACTERISTICS AND EARTHING ARRANGEMENTS

System Types	Number and types of live conductors			Nature of supply Parameters	
TN-S <input checked="" type="checkbox"/>	A.C. <i>2</i>	D.C.		Nominal Voltage U ₀ /U _n	<i>240V</i> Volts
TN-C-S	1-Phase 2 wire <input checked="" type="checkbox"/>	1-Phase 3 wire	2 pole	Nominal Frequency	<i>50</i> Hz
TN-C	2-Phase 3 wire		3 pole	Prospective fault current	<i>1.89</i> kA
TT	3-Phase 3 wire	3-Phase 4 wire	Other	External Z _e	<i>0.17</i> Ohms
IT	Other			Number of supplies	<i>1</i>

CHARACTERISTICS OF THE SUPPLY OVERCURRENT PROTECTIVE DEVICE

Type BS/EN	<i>TYPE II</i>	Nominal current rating	<i>100</i> Amps	Short circuit capacity	<i>—</i> KA
------------	----------------	------------------------	-----------------	------------------------	-------------