

Housing and Property Chamber

First-tier Tribunal for Scotland



Decision: Section 43(2)(b) of the Tribunals (Scotland) Act 2014.

Chamber Ref: RP/16/0351

The Property:

ALL and WHOLE that area of ground upon which the cottage known as Barr Bheag, Taynuilt, Argyll PA35 1HY is erected; which area of ground forms part and portion of ALL and WHOLE that plot or area of ground at Am Barr, Barguilean, by Taynuilt, Argyll extending to one hectare and seven hundredth parts of a hectare or thereby (2.65 acres) and being the area of ground outlined in red on the plan annexed and signed as relative to Disposition by Anthony Robin Marshall in favour of David Arthur Marshall, Mrs Anne Taylor and Kilbride Trustees Limited as Trustees therein mentioned dated Third December Two Thousand and Two and recorded in the division of the General Register of Sasines applicable to the County of Argyll on 10 January Two Thousand and Three

The Parties:-

**Mr Nicholas Charlton, residing at Barr Bheag, by Taynuilt, Argyll PA35 1HY
("the tenant")
and**

**The Josephine Marshall Trust, Barguilean, Taynuilt, Argyll PA35 1HY
("the landlords")**

The First-tier Tribunal for Scotland (Housing and Property Chamber) (formerly the Private Rented Housing Committee (PRHC) (the tribunal):

David M Preston (Legal Member) and Alex Hewton, Surveyor (Ordinary Member)

Decision:

The tribunal, having reviewed its Decision dated 29 November 2017 to refuse to Vary further the Repairing Standard Enforcement Order dated 8 March 2017 has determined after very careful deliberation of all representations, to vary the RSEO further by extending the time limit within which the work is to be carried out to a date 4 weeks after the date of service of this Decision on the parties.

Reasons:

1. Following the issue of the Decision by the tribunal dated 29 November 2017 the landlords, by letter dated 19 December 2017 requested that the tribunal review its Decision.
2. By Decision dated 3 January 2018 the tribunal agreed to consider such a review. A copy of that Decision was circulated to the parties on 12 January 2018 with a determination that the parties provide written representations within 7 days for the date of service on the parties. By letter dated 19 January 2018 the tenant submitted representations and by letter dated 23 January 2018 the landlord submitted representations after a discussion with the tribunal office in respect of the late submission. The tribunal accepted the landlords' late submissions. These respective submissions were copied to the parties by email on 26 January 2018 to which they respectively responded on 29 January 2018 (tenant) and on 30 January 2018 (landlords).
3. The tribunal has therefore resumed consideration of its Decision dated 29 November 2017.
4. In view of the complexity of the proceedings to date, we consider it helpful to set out the sequence of events:
 - a. The RSEO issued on 14 March 2017 required the landlords to carry out the works specified therein within 3 months of its issue.
 - b. The time limit was extended by the Minute of Variation dated 12 June 2017 by a period of a further six months, namely by 23 December 2017.
 - c. That decision to extend the time limit was reviewed by the tribunal at the request of the tenant but the decision was not varied.
 - d. By letter dated 20 October 2017 the landlords applied for a further variation of the RSEO to the effect of extending the time limit further until 23 December 2018 or such other date as determined by the tribunal to be reasonable.
 - e. On 10 November 2017 the tenant submitted representations in respect of the landlords' application which were copied to the landlords. The representations were accompanied by:
 - i. A Notice to Quit dated 18 October received by the tenant; and
 - ii. A copy of the Architect's Report dated 15 August 2017.

It was intended that the landlords should have been asked to respond to the tenant representations by 23 November 2017 although due to administrative oversight that request was not made.

- f. In the absence of such a response from the landlords by Decision dated 29 November 2017 which was issued to the parties on 5 December 2017, the tribunal refused that application. The letter accompanying the Decision advised that the case would proceed to the re-inspection stage of the

process which would be arranged for a date after 21 December 2017 to be advised.

- g. By letter dated 8 December 2017 the date for a re-inspection to take place on 4 January 2018 was advised to the parties. The letter was sent in a standard form and invited the parties to make representations by 15 December 2017 on whether a variation or revocation was appropriate, notwithstanding that the landlord's application for a variation had just been refused.
- h. On 14 December 2017 the tenant responded that a variation or revocation was not appropriate.
- i. On 15 December 2017 the landlords submitted representations in relation to the tribunal's Decision dated 29 November 2017 to refuse the variation. These representations did not address the tenant's representations dated 10 November 2017.
- j. On 19 December 2017 the landlords submitted a request that the tribunal review its Decision of 29 November 2017. The basis of the request for review was that, contrary to paragraph 4 of the Decision the landlords had not been advised to make representations before 5.00pm on 23 November 2017. The request did not address the tenant's representations of 10 November 2017.
- k. On 3 January 2018 the tribunal agreed that a review would be carried out on the basis that the intended request for the landlord to respond to the tenant's representations of 10 November had not been made and called for the parties to make written representations with regard to the review. In addition the tribunal cancelled the scheduled re-inspection to be re-scheduled if appropriate.
- l. On 19 January 2018 the tenant submitted further written representations accompanied by a number of documents, namely:
 - i. Report from Morham & Brochie dated 19 December 2017 which is attached hereto as Appendix 1;
 - ii. Architect's Report dated 15 August 2017;
 - iii. Application to HPC for recovery of possession dated 3 January 2018;
 - iv. Notice to Quit dated 18 October 2017;
 - v. Further copy of Architect's Report dated 15 August 2017;
 - vi. Minutes of meeting of landlord trustees dated 20 September 2017;
 - vii. Estimate from DMD Joinery dated 8 October 2017;

- viii. Estimate from John Underwood dated 8 October 2017;
 - ix. Planning application for demolition dated 24 November 2017;
 - x. Letter from Planning Department, Argyll & Bute Council dated 7 December 2017;
 - xi. Building Warrant dated 27 November 2017;
 - xii. Statement from Hoare & Co dated 29 December 2017
- m. On 23 January 2018 the landlords submitted further representations by way of what they referred to as its “consolidated response”, together with a number of documents, namely:
- i. Undated Oban Times article which is attached hereto as Appendix 2;
 - ii. Letter from landlords to Planning Officer, Argyll & Bute Council dated 12 January 2018;

In addition, by letter of that date, the landlords’ agents summarised the Trust’s submissions.

- n. On 29 January 2018 the tenant submitted further representations in response to the landlords’ representations of 23 January 2018.
 - o. On 30 January 2018 the landlords submitted further “supplementary” submissions.
 - p. As at the date of this Decision no further representations have been received and accordingly the tribunal considers that it can now proceed to consideration of the review of its decision dated 29 November 2017.
5. By way of observation the tribunal notes that the documents submitted by the parties have either not been listed or enumerated. Where there are numbers on documents the numbers relate to nothing. This does not assist the tribunal to identify or refer to such documents. It is also noted that duplicate copies of some documents have been lodged which does not assist the tribunal.
6. In coming to its decision in respect of this review, the tribunal had regard to the representations from the parties specified above insofar as they related to the point at issue, namely the review of the tribunal’s Decision to refuse to vary the time limit within the RSEO to 23 December 2018 or such other date as determined by the tribunal to be reasonable.
7. Matters relating to: the recovery of possession procedure; what the landlords refer to as the context in which these matters fall to be decided including historical issues surrounding the tenancy and the relationship between the

parties; the historical efforts by the landlords to carry out works; the application for planning permission and building warrant for the demolition of the property do not fall to be considered by this tribunal and do not relate directly to the issue of the variation of the RSEO sought by the landlords.

8. Having said that, the tribunal recognises that matters have moved on since its Decision dated 29 November 2017. The fact that an application has been made for recovery of possession clearly has a bearing on the ultimate implementation of the RSEO.
9. Lindsays' letter of 23 January 2018 sets out a summary of the landlords' submissions that: the terms of the architect's report and the trustees' decision are very clear and invites the tribunal to use as a starting point that the building shall be demolished; it would be absurd to require any repairs to be done given that the building's non-compliance with the repairing standard and the tenant's removal (whether sooner or later) are inevitable; the best course would be to delay a decision on enforcement until the eviction proceedings are concluded; and if the tribunal does not accept this then at the very least the landlords ought to be allowed time for additional information on the architects demolition point to be obtained before any final decision on enforcement is made.
10. Since the Decision of 29 November 2017, the tenant has obtained a report from Morham & Brotchie dated 19 December 2017 which was following a more detailed inspection of the property than that carried out by Frank Beaton in August 2017. This report was prepared following what appears to have been a detailed inspection of the property with particular attention having been paid to the condition of the metal cladding and timber frame of the original cottage. A number of panels of cladding were removed to enable inspection of the timber frame behind. The report notes that the floor area of the original galvanised corrugated metal clad timber frame structure represents 40% of the floor area of the property with the rendered blockwork extension comprising the remaining 60%.
11. The landlords' only reference to the Morham & Brotchie report in their submissions comes in the landlords representations of 23 January 2018 which invite the tribunal to prefer the architect's report over the Morham & Brotchie report on the basis that the latter is a marketing valuation report and was produced for marketing purposes and in their submission is therefore of limited, if any, use. The tribunal rejects this submission for the reasons outlined below.
12. The tribunal cannot ignore the detail into which the Morham & Brotchie goes and in inspecting the property and preparing the report when compared to the architect's report, regardless of the circumstances surrounding the actual preparation of the respective reports. This is in no way intended as a criticism of the Architect's Report. There is no evidence before the tribunal to suggest that the author of the Morham & Brotchie is any less experienced in dealing with properties of this type than the Architect. The Morham & Brotchie report goes to the extent of providing a budget cost for what it regards as the necessary repairs.

13. In carrying out the review of its Decision the tribunal maintains its position as stated in its reasons for the Decision of 29 November 2017 and, in particular, paragraph 10 thereof. The tenant has now produced documentary evidence which contradicts the landlords' position and, as currently advised, the tribunal prefers the evidence of the Morham & Brotchie report despite the landlords' criticism of qualifications or the purpose of the report. Although it is referred to as a "Market Valuation Report" it is as independent as that of the Architect and has been prepared following a more detailed inspection by a qualified and experienced surveyor. That has to be compared with the Architect's Report which has been prepared following what it describes as a 'limited inspection' and its conclusion is based of necessity on 'assumptions' and the author's experience with other properties in the area. The function of the tribunal is to determine whether the property meets the repairing standard and, where appropriate, to require such works as it considers necessary to be carried out to enable the property to do so. Having issued the RSEO the tribunal is only concerned ultimately that the RSEO is implemented and not with the means of doing so.
14. The tribunal does not accept the landlords' assertions as to inevitability of the tenant's removal, particularly in light of the contradictory reports. The recovery of possession application will require to be determined before the outcome is inevitable. Similarly, in the light of the apparent objections to the planning application lodged by the landlords, as detailed in the undated Oban Times article, the planning application for demolition will require to be determined before the outcome is inevitable. The tribunal therefore rejects the suggestion that the starting point should be that the building shall be demolished.
15. The tenant has suggested in his representation of 19 January 2000 meeting that the RSEO requires that the work recommended by the architect is carried out and that the new dwelling house must therefore be constructed in line with the architect's suggestion. In the view of the tribunal that could create considerable difficulties for the tenant on the basis that in order for the demolition to take place the landlord would require to recover possession of the property at which point neither the property nor the tenancy would exist and the provisions of the Act would instantly fly off when neither the tenancy nor the property existed and would no longer apply.
16. The landlords submitted that it would be absurd to require any repairs to be done in the circumstances. The Tribunal rejects this submission on the basis that it has determined that the landlords have failed in their duty under section 14 of the Act to ensure that the property meets the repairing standard at all times during the tenancy. The obligation to ensure that the property is "wind and watertight and in all other respects reasonably fit for human habitation" is only one aspect of the repairing standard and the landlords' failures in respect of items 3 to 10 of the RSEO remain. As stated in paragraph 11 of the Decision of 29 November 2017 the tenant is entitled to expect that efforts would have been made by the landlords to at least carry out the remaining works specified in the RSEO, notwithstanding any possible demolition of the property. In particular the failure by the landlords to attend to compliance with guidance on

Provision for Detecting and Warning of Fires continues to be a significant concern which could have serious consequences. In any event the landlords' duty exists throughout the period of the tenancy, regardless of the length of time tenancy for which the tenancy may subsist. Indeed even on termination of the tenancy the RSEO will remain to be implemented in terms of paragraph 7(3) of Schedule 2 to the Act.

17. The tribunal therefore continues to consider that satisfactory progress has not been made in carrying out the work required. It has received no written undertaking from the landlord as required by section 25(3)(b)(ii). The tribunal is under no obligation to vary the RSEO as requested.
18. Notwithstanding that position, as stated above, circumstances have moved on since the decision of 29 November 2017 and the time limit for the works to have been carried out has now expired. It would be open to the tribunal to now consider granting a Notice of Failure with the consequences of that procedure. However having regard to the overriding objective of dealing with the proceedings justly it considers that a further short period should be given to the landlords to implement the RSEO so far as is practicable. In the event that the tribunal then considers that reasonable progress has been made it would be open to the landlords to make a further application to vary the time for compliance again.
19. The tribunal recognises that as things stand the landlords' intention is to seek to recover possession and to demolish the property. This tribunal cannot prevent the landlords from doing so or seeking to do so. As this can only be achieved through recovery of possession, it will be for another tribunal to determine whether such an application can succeed. The tribunal therefore acknowledges that the situation may change depending upon the outcome of the application for recovery of possession but until such time as that outcome is known, and for so long as both the property and the tenancy subsist the landlords' duty to ensure that the property meets the repairing standard ~~will~~ continues to apply.
20. The tribunal considers that a period of four weeks is a reasonable period within which the work specified in the RSEO under paragraphs 3 to 10 of the RSEO can be completed. The tribunal had regard to the fact that the RSEO was issued almost 12 months ago and the landlords have made no attempt to carry out the works specified in items 3–10 within that time. There was no specification of any priority for the works to be carried out. Items 3–10 did not depend on the conclusions of the report to be obtained in terms of items 1 and 2. As previously stated the landlords' obligation was to carry out the works, which they have failed to do and the tenants have been denied the benefit of such work for that time.
21. The tribunal does not have statutory power to make orders against the tenant; however it would observe that to enable the landlords to carry out the work within the time specified, it will be necessary for the tenant to cooperate by permitting reasonable access to contractors or others selected and appointed by the landlords to carry out the work.

A landlord, tenant or third party applicant aggrieved by the decision of the tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.

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

D Preston

..... Chairman

26 February 2018

Glasgow, 26 February 2018

This is Appendix 1 referred to in the foregoing Decision

D Preston

..... Chairman

Market Valuation Report

**Barr Bheag
Glen Lonan
Taynuilt
Argyll
PA35 1HY**



MORHAM & BROTHIE

Chartered Quantity Surveyors



MORHAM & BROTCHE

MORTGAGE VALUATION REPORT

SURVEY REPORT ON :	Barr Bheag Glen Lonan Taynuilt Argyll PA35 1HY
Purpose of Survey:	Provide opinion on Market Value.
Client / Applicant :	Mr Nicholas Charlton
Date of Inspection :	15 th December 2017.
1. Description	Detached single storey house set in its own grounds.
2. Construction	
a) Main External Walls :	The original house is timber frame clad externally in corrugated galvanised metal and felt and lined internally with T&G panelling overlaid with plasterboard. The extension forming the kitchen, bathroom and second bedroom is formed in rendered blockwork. There is no visible evidence of structural movement or failure in the property.
b) Main Roof :	The main roof is metal profile sheeting on timber rafters on timber ceiling joists.
c) Floor :	Floors are timber floors on timber floor joists with no obvious deformation or distress noted in the floor joists other than at the back door. The floor at this point requires some isolated repair due to the poor condition of the door and threshold.
3. Accommodation	
Floor	<u>Ground Floor</u> Hall Kitchen Living Room Bathroom 2 No Bedrooms
4. Outbuildings (construction)	
a) Garage :	No

b) Space for garage :	Yes
c) Outbuildings:	Outbuildings are excluded from this Report.
5. Services	
a) System of drainage:	The property is connected to a Septic Tank.
b) Services Installed:	There is a private water supply.
6. Amenities	
a) Nature of locality:	The property is located in a rural area.
b) Suitability of property to District:	The property is in keeping with the surrounding area.
c) Shopping facilities:	Local shops are available in the Village of Taynult, and the main shopping centre of Oban is 15 minutes journey by car.
7. Roads	
a) Condition of road:	Roads are adopted by the Local Authority. The property is accessed by a short private access road.
8. Condition of Repair:	
a) Main Structure:	The main structure is in poor condition for type and age and would benefit from essential repair. The extensions are in reasonable order. There is no visible evidence of structural movement or failure.
b) Exterior decoration:	Exterior decoration is in poor condition.
c) Interior decoration	Interior decoration requires attention.
d) Essential repairs:	See Appendix A
e) Estimated costs of essential repairs:	See Appendix A

We have not inspected woodwork or other parts of the property which are covered, unexposed or inaccessible, and we are therefore unable to report that such parts of the property are free from defects. The services have only been inspected visually where they were accessible, and tests have not been applied. Standards and adequacy of installation can only be ascertained as a result of a test by an appropriate specialist.

9. General	
a) Estimated age of building:	The original house was constructed in the 1930's and has been extended in the 1990's
b) Is the property fit for occupation:	Yes.
c) Is a further inspection necessary:	No.
10. Suitability as Security:	
a) Is there likely to be a demand for this type of property.	Yes.
b) Is the property recommended as suitable security.	Yes.
11. Valuation	Our mortgage valuation has been prepared in accordance with the RICS Valuation Standards 6 th March 2009 Edition.
a) Basis of Valuation:	Vacant Possession.
b) We consider the current market value of the property in its present condition to be	£100,000 (One Hundred Thousand Pounds)
Retention	
Estimated Cost of Essential Repairs	£25,000 (Twenty-Five Thousand Pounds) See Appendix A
Gross Valuation (After Essential Repairs carried out)	£125,000 (One Hundred and Twenty-Five Thousand Pounds).
12. Excluded from Valuation	
Any contents (Furniture, floor coverings, light fittings, electric or gas appliances, curtains and blinds etc.)	Furniture, floor coverings, curtains and blinds.
13. Fire Insurance	
Opinion of present day reinstatement cost:	
a) Main Building	£134,000 (One Hundred and Thirty-Four Thousand Pounds).
b) Garage	Excluded from Report.
c) Outhouses	Excluded from Report.

--	--

14. General Observations

The original Cottage is a galvanised corrugated metal clad timber frame structure popular in Argyll in the 1930's and 1940's.

There are not many of these properties left in North Lorne but domestic house examples can still be found in Taynuilt and Loch Awe as well as the Village Hall in Dalmally which is constructed in a very similar style.

The original Cottage has been extended in the 1990's with a rendered blockwork extension providing a modern kitchen, bathroom and second good sized bedroom. In terms of floor area the ratio of original building to 1990's extension is 40% to 60% on thereby. It is noted therefore that the 1990's build extension is significantly larger than the original Cottage.

During our inspection particular attention was given to the condition of the metal cladding and timber frame of the original Cottage. 4 No panels of corrugated cladding were removed to allow inspection of the timber frame behind. The external wall comprised metal cladding, felt layer, timber frame, tongue and grooved internal lining further lined with plasterboard taped filled and decorated. There was no insulation present in the external wall construction.

Moisture readings were taken on the timber frame members and were found to be generally 10% to 15% with only isolated pockets of wet rot showing particularly where poor detailing occurred at the living room window next to the kitchen.

High moisture readings were noted on the internal face of plasterboard throughout the property, but this is thought to be caused by condensation and poor ventilation as a result of the lack of insulation in the wall construction.

The metal wall cladding could be easily replaced while dealing with isolated pockets of timber rot and adding insulation and a vapour barrier. All work could be carried out from the outside. We would note the budget cost for these works in Appendix A.

The difficulties in the property market in Argyll since the financial crash of 2008 are well documented and market conditions remain challenging.

If placed on the open market however this property would attract a good level of interest given its private location in Glen Lonan and its proximity to Taynuilt Village with Hotel, School, Shops and Golf Course. The property would also provide good size family accommodation if the issue of insulation and condensation in the original building were addressed.

If essential repairs to the metal cladding and lack of insulation were addressed the property would continue to provide family accommodation in a desirable location.

Finally it should be noted that Argyll and Bute Council administer a Grant Scheme for upgrading of private dwellings specifically in relation to items such as external wall insulation.

This Scheme could be investigated further by contacting Housing Services (Mr Bill Halliday) Argyll and Bute Council:
Tel: 01546 60 2127

APPENDIX A

1. Replace metal cladding, add insulation and vapour barrier and adjust eaves as necessary	£11,200.00
2. Allow for timber frame rot repairs in isolated areas	£2,000.00
3. Renew gutters and downpipes	£ 705.00
4. Renew roughcast to chimney	£ 400.00
5. Plasterboard repairs to external walls internally	£ 500.00
6. Replace living room window on west gable including new flashings	£ 750.00
7. Renew front porch and replace front door	£2,000.00
8. Repair to rear external door including renewing doorstep and carrying out rot repairs to floor joists and timber flooring	£1,500.00
9. Renew the kitchen roof trim	£1,000.00
10. Fit heat detection in the kitchen	£ 150.00

Preliminaries at 10%	£20,205.00
	£2,020.50

	£22,225.50
Contingencies at 10%	£2,222.55

TOTAL FOR ESSENTAIL REPAIRS	£24,448.05
	=====
SAY	£25,000

APPENDIX B

PHOTOGRAPHS



IMPORTANT NOTICE TO CLIENT / APPLICANT

1. The mortgage valuation report has been prepared solely to determine that there is adequate security for mortgage purposes.
2. The report is not a structural survey and is based on a limited inspection. It is possible that the valuer will not have been able to inspect parts of the property which were covered unexposed or inaccessible. Minor defects, which are not considered materially to affect the value of the property, or other matters which would be attended to during normal maintenance, may not have been mentioned. Such defects if present, may affect your decision to purchase the property and therefore you are strongly advised to obtain a further report on the property, eg RICS House Buyer's Report and Valuation.
3. The mortgage valuation figure is the Valuers opinion of the value of the property for mortgage purposes only. No warranty is given, or may be implied, that the purchase price is reasonable

Valuers Signature:



Valuers Name: T McQuade BSc(Hons) MRICS RICS Registered Valuer

Date: 19th December 2017

Prepared By : Morham & Brochie
Chartered Quantity Surveyors
5 Stafford Street
OBAN
Argyll PA34 5NJ

Tel: 01631 563721

Fax: 01631 566566

email: admin@morhambro.co.uk

MORTGAGE VALUATION

CONDITIONS OF ENGAGEMENT

A valuation for mortgage purposes is a limited inspection and report produced for Building Societies, Banks and other Lenders to enable them to make a lending decision. The Firm reserves the right to make the mortgage information available to other parties, lenders, or prospective borrowers. **IT IS NOT A SURVEY.** Unless otherwise stated the date of valuation will be the date of inspection.

The report is used to guide the lender on the market value of the property for mortgage purposes, and is carried out for this purpose alone. Although the inspection will be carried out by a valuer who will usually be a qualified surveyor it is not a detailed inspection of the property and only major visible defects will be noted. Subject to reasonable accessibility, the roof space is inspected only to the extent visible from the access hatch without entering it. The surveyor will not inspect under floor areas, communal roof spaces or other parts not readily accessible. The exterior and roof of the property will be inspected from ground level only from within the boundaries of the site and adjacent/communal public areas. The area of the property will be taken into account, and the rooms individually inspected but floor covering, and furniture will not be moved. Services (such as water, gas, electricity and drainage) will not be tested and we will not advise as to whether these comply with regulations in respect of these services.

The surveyor may recommend that a part of the mortgage be retained by the lenders until such time as particular repair works are carried out. Similarly, the report may suggest that the borrower should undertake to carry out certain repairs or commission more extensive investigation where hidden defects are suspected since these may have a material effect on the value of the property. If a retention is recommended, then the figure should not be regarded as an estimate of repair costs. Its purpose is to protect the interests of the lending institution. It is recommended that detailed estimates be obtained before proceeding with the purchase. Attention is drawn to the fact that if a subsequent transcription of this report is prepared on a lender's form, then in order to comply with the lender's specific requirements, the wording or phraseology may differ.

Many people rely on the Mortgage Valuation Certificate in the mistaken belief that it is a detailed survey. The report is often made available to house buyers by lenders, but this does not mean that it should be relied upon as a report of the condition of the building.

The definition of "market value" is the estimated amount for which a property should exchange on the date of valuation, between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion. For the purpose of this market value we have assumed that vacant possession will be provided.

The inspection that has been undertaken should not be regarded as a survey. We did not inspect parts of the property which were covered, unexposed or inaccessible and are therefore unable to report that any such part of the property is free from defect. Defects which are not considered materially to affect the value of the property or other matters which would be attended to during maintenance, may not have been mentioned. If defects have been mentioned in this report, they should be regarded as indicative and not exhaustive. Notwithstanding the above comment we would also recommend a more detailed inspection and report. For the purposes of this valuation we have assumed that all uninspected areas are free from defect which would have a material effect on value.

In accordance with our normal practice, we must state that this report is for the use only of the party to whom it is addressed or their named client, and no responsibility is accepted to any third part for the whole or any part of its content. In addition, we would bring to your attention that neither the whole nor any part of this report, nor any reference thereto, may be included in any document, circular or statement without prior written approval of the form and context in which it will appear.

The Valuer shall, unless otherwise expressly agreed, rely upon information provided by the Client and/or the Client's legal or other professional advisers relating to tenure, leases and all other relevant matters.

For the purpose of this valuation we have assumed that all ground burdens are nominal or have been redeemed and that there are no unusual outgoing or onerous restrictions contained within the Titles of which we have no knowledge. We have further assumed that the subjects are unaffected by any adverse planning proposals.

Unless otherwise stated, it is assumed that all the required valid planning permissions and statutory approvals for the buildings and for their use, including any recent or significant extension or alterations, have been obtained and complied with. It has been further assumed that no deleterious or hazardous materials or techniques have been used in the construction of the subjects and that there is no contamination in or from the ground or from the immediate surrounds.

The valuer will not carry out an asbestos inspection and will not be acting as an asbestos inspector in completing a valuation inspection of properties that may fall within the Control of Asbestos at Work Regulations 2002. No enquiry of the duty holder, as defined in the Control of Asbestos in the Workplace Regulations 2002, of the existence of an asbestos register, or of any plan for the management of asbestos will be made. Your legal adviser/conveyancer should confirm the duty holder under these regulations the availability of an Asbestos Register and the existence and management of any asbestos containing materials. For the purpose of this valuation, we have assumed that there is a duty holder, as defined in the Control of Asbestos in the Workplace Regulations 2002 and that a Register of Asbestos and effective Management Plan is in place which does not require any immediate expenditure or pose a significant risk to health or breach the HSE Regulations.

We confirm that our mortgage valuation is prepared in accordance with the R.I.C.S. Appraisal and Valuation Standards Manual, 5th Edition, effective from 1st May 2003 and, unless otherwise stated, we are External Valuers as defined therein. Further information may also be obtained from the Royal Institution of Chartered Surveyors in Scotland, 9 Manor Place, Edinburgh EH3 7DN, Tel No 0131 225 7078.

The firm has a complaints procedure in accordance with By-Law 19, Regulation 2.7 of the Royal Institution of Chartered Surveyors Rules of Conduct and Disciplinary Procedures. A copy of this procedure is available on request.

In the event that this report is received before or at the same time as receipt of our Confirmation of Instructions, we have departed from the requirements of the RICS Appraisal & Valuation Manual to have previously confirmed in writing to you certain information and our Conditions of Engagement. This results directly from the time constraints created by the traditional Scottish property purchasing procedures.

Fiona and Tam married in Hope Kitchen. Photograph by Kevin McElvinn.

S SERVICES

ROADS LEAD TO S&S

YOURSELF A JANUARY
EAL AT **SUBARU**EX-DEMO MODELS
LIMITED STOCK AVAILABLE
PRICES LOW MILEAGE

Esco Roadshow

13TH & 14TH JANUARY
SET UP AN APPOINTMENT
JOHN SPICER ON 07831 808702

Tel: 07831 808702

01292 880080

Excellent finance packages available.
www.sandservices.co.ukis on
ok

237 people oppose home demolition

A PLANNING application to demolish a house in Taynall has received more than 235 public objections.

The Josephine Marshall Trust submitted an application to knock down Barr Bheag in Glen Lonan, near Taynall, in November of last year.

However, in the past week Nick Charlton, who has been a Barr Bheag tenant for 13 years, and his partner Claire De Mortimer, have created a website asking for support. They say that if this action goes ahead, they will lose their home and business premises, as Nick runs The Rusty Cycle Shed – a bike hire and repair shop – from an

adjacent hut. So far 237 people have publicly backed the pair and objected to the demolition.

If the house is demolished, we will lose the business as well, Nick and Claire said. We will have to move out and start from scratch.

It's a business lease that's dependent on the tenancy of the house.

What we are trying to do is get objections to the demolition because the ease for refusing is not particularly strong.

But the support has been great. People have been really supportive on a one-to-one level.

Claire is also concerned about losing her vegetable garden. You

have to put work in – it's not easy. I have spent a lot of time doing this, [the landlord] is not getting my soil.

Speaking about the impact this has had on their lives, the couple said: It warps everything. It's extremely stressful. It's like a full-time job. We have to generate our own work, so it comes out of time we would spend working.

They added: The support has been great and Argyll and Bute's planning department has been really helpful and supportive.

People have said: I object to the application on the following grounds. Barr Bheag does not need to be demolished. The demolition has been proposed

by the applicant to avoid compliance with the Court Reparing Order and to evict tenants from their home and business. The council should not give sanction to a demolition which flouts the court order. Any decision must protect the tenant's human right to his home.

A spokesperson for the Josephine Marshall Trust said: The situation is a very unhappy and unfortunate family one. We can't comment at the moment as everything is so sensitive.

Claire and Nick said the planning department has extended the application's expiry date due to the complexity, high volume of complaints and the holidays.

Atlantis

COMMUNITY LEISURE

GYM UNLIMITED

£25

per month

- 5 Free Motivator Sessions
- No Contract
- No Joining Fee
- Fully Air-conditioned
- No Admin Fee
- Fully Qualified Staff

Tweedmill, Soroba Road
Tel: 01631 565195

all the latest news video and photos log on to www.obantimes.co.uk



Find us on Facebook



Follow us on