

Housing and Property Chamber

First-tier Tribunal for Scotland



First-tier Tribunal for Scotland (Housing and Property Chamber)

Repairing Standard Enforcement Order (RSEO): Housing (Scotland) Act 2006 Section 24

Chamber Ref: FTS/HPC/RP/17/0093

Sasine Description: ALL and WHOLE the northmost flatted dwellinghouse on the ground floor of the tenement forming Number Twenty Five Court Street North, Dundee described in Disposition by The City of Dundee District Council dated 29 December 1993 and recorded GRS (Angus) 21 January 1994.

**Property at 25A Court Street, Dundee, DD3 7NR
("The Property")**

The Parties:-

**MS RHONA MINTO, 25A Court Street, Dundee, DD3 7NR
(represented by Miss Trudy Gill, Dundee North Law Centre, 101 Whitfield Drive,
Dundee, DD4 0DX)
("the Tenant")**

**MRS RACASNA SARWAR OR RASHID, 15 Duff Street, Dundee, DD4 7AN
(represented by Muir Myles Laverty, Solicitors, Meadowplace Building, Bell
Street, Dundee, DD1 1EJ)
("the Landlord")**

Whereas in terms of their decision dated 29 June 2017, the First-tier Tribunal for Scotland (Housing and Property Chamber) ('the tribunal') determined that the Landlord has failed to comply with the duty imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 ("the Act") and in particular that the Landlord has failed to ensure that:-

- (a) The Property is wind and water tight and in all other respects reasonably fit for human habitation.
- (b) 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.
- (c) Any fixtures, fitting and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order; and
- (d) The Property has satisfactory provision for giving warning if Carbon Monoxide is present in a concentration that is hazardous to health.

the tribunal now requires the Landlord to carry out such work as is necessary for the purposes of ensuring that the Property 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 tribunal requires the Landlords to carry out the following works:-

- (i) To engage a reputable heating engineer to investigate whether the central heating and hot water systems in the Property, including the boiler and radiators, operate correctly and to carry out any works recommended by that heating engineer to ensure that the central heating and hot water systems, including the boiler and radiators, are in a reasonable state of repair and in proper working order and safe to use, and without prejudice to the foregoing generality, the tribunal requires the Landlord to have the heating engineer prepare a report on any faults found and to exhibit this report to the tribunal.
- (ii) To repair or replace the gas fire in the living room.
- (iii) To repair or replace the toilet in the bathroom to ensure that the base is secured properly to the floor and is otherwise in a reasonable state of repair and in proper working order.
- (iv) To repair or replace the dilapidated base cupboard units in the kitchen situated to the left of the sink and the base drawer unit to ensure that they are in a reasonable state of repair and in proper working order.
- (v) To repair or replace the cooker hood to ensure that it is in a reasonable state of repair and in proper working order.
- (vi) To box in the exposed pipes beneath the boiler in the kitchen.
- (vi) To repair or replace the exterior letter box plate and the internal handle plate of the front door to ensure that they are in a reasonable state of repair and in proper working order.
- (vii) To repair or replace the livingroom and rear bedroom doors to ensure that they open and close correctly and are in a reasonable state of repair and in proper working order.
- (viii) To install a carbon monoxide detector to comply with the requirements of the relevant legislation.
- (ix) To produce a new Gas Safety Certificate confirming that all relevant gas installations, including the living room fire, are in proper working order, safe to use and comply with the relevant regulations. The Landlord is to exhibit such Gas Safety Certificate to the tribunal.

The tribunal orders that the works specified in this Order must be carried out and completed within the period of 10 weeks from the date of service of this Notice, and that the Tenant gives reasonable access to the Landlord's contractors during regular working hours.

A landlord, tenant or third party applicant aggrieved by the decision of the tribunal may seek permission to appeal from the First-tier Tribunal on a point of law only 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.

Please note that in terms of section 28(1) of the Act, a landlord who, without reasonable excuse, fails to comply with a RSEO commits an offence liable on summary conviction to a fine not exceeding level 3 on the standard scale. A landlord (and that includes any landlord's successor in title) also commits an offence if he or she enters into a tenancy or occupancy arrangement in relation to a house at any time during which a RSEO has effect in relation to the house.

This is in terms of Section 28(5) of the Act.

In witness whereof these presents type written on this and the preceding page(s) are executed by Miss Gillian Buchanan, Solicitor, 1 Atlantic Quay, 45 Robertson Street, Glasgow, G2 8JB, Chairperson of the tribunal at Dundee on 29 June 2017 before this witness:-

G Buchanan

witness

chairperson

UJENNI LYNCH

name in full

% THORNTONS LAW LLP
WHITEHALL HOUSE

Address

33 VICTORIA STREET
DUNDEE
DD1 4BJ

Housing and Property Chamber

First-tier Tribunal for Scotland



First-tier Tribunal for Scotland (Housing and Property Chamber)

STATEMENT OF DECISION: Housing (Scotland) Act 2006 Section 24(1)

Chamber Ref: FTS/HPC/RP/17/0093

**Property at 25A Court Street, Dundee, DD3 7NR
("the Property")**

The Parties:-

**MS RHONA MINTO, 25A Court Street, Dundee, DD3 7NR
(represented by Miss Trudy Gill, Dundee North Law Centre, 101 Whitfield Drive,
Dundee, DD4 0DX)
("the Tenant")**

**MRS RACASNA SARWAR OR RASHID, 15 Duff Street, Dundee, DD4 7AN
(represented by Muir Myles Laverty, Solicitors, Meadowplace Building, Bell
Street, Dundee, DD1 1EJ)
("the Landlord")**

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ('the tribunal'), having made such enquiries as it saw fit for the purposes of determining whether the Landlord has complied with the duty imposed by Section 14(1)(b) in relation to the Property, and taking account of the evidence led by the Landlord at the hearing, determined that the Landlord had failed to comply with the duty imposed by Section 14(1)(b) of the Act.

Background

1. By application, which application comprises documents received between 10th March and 3rd May 2017 ("the Application"), the Tenant applied to the Housing and Property Chamber for a determination of whether the Landlord had failed to comply with the duties imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 ("the Act").
2. The application by the Tenant stated that the Tenant considered that the Landlord had failed to comply with her duty to ensure that the Property meets the repairing standard and in particular that the Landlord had failed to ensure that:-
 - (a) The Property is wind and water tight and in all other respects reasonably fit for human habitation.

- (b) The structure and exterior of the Property (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, fitting and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order; and
 - (e) Any furnishings provided by the Landlord under the tenancy are capable of being used safely for the purpose for which they are designed.
 - (f) The Property has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire; and
 - (g) The Property has satisfactory provision for giving warning if Carbon Monoxide is present in a concentration that is hazardous to health.
3. By letter dated 25th April 2017 the Convenor of the Housing and Property Chamber intimated a decision to refer the application under Section 22(1) of the Act to a tribunal.
 4. The tribunal served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon the Landlord and the Tenant.
 5. Prior to service of the Notice of Referral, the Landlord per her representatives Muir Myles Laverty, Solicitors, Meadowplace Building, Bell Street, Dundee, DD1 1EJ ("MML") made written representations to the tribunal by letter dated 2nd May 2017 Following service of the Notice of Referral the Landlord made no further written representations to the tribunal. Following service of the Notice of Referral the Tenant made written representations to the tribunal by undated letter received on 22nd May and by e-mails dated 19th, 26th and 28th May and 6th June 2017.
 6. On 7th June 2017 the tribunal issued a Notice of Direction to the Landlord to provide to the tribunal a copy of the Landlord's title to the property as held by the Registers of Scotland no later than 12 noon on Friday 9th June. By letter dated 9th June the Landlord's representative, MML, sought an extension of the period allowed for a response to the Notice of Direction. The tribunal granted an extension until 12 noon on 20th June 2017.
 7. The tribunal, comprising Miss Gillian Buchanan, Legal Member, and Mrs Geraldine Wooley, Ordinary Member, inspected the Property on the morning of 22nd May 2017. The Tenant was not present or represented at the inspection. The Landlord was represented by her father, Mr Mohammed Sarwar. Access to the Property was given by Mr Chris Boyle, a friend of the Tenant, who resides at 60 Court Street, Dundee, DD3 7NR. Photographs were taken and are attached.

8. At the time of the inspection it was fair and dry.
9. Following the inspection of the Property the tribunal held a hearing at Caledonian House, Greenmarket, Dundee, DD1 4QX and heard from the Landlord's representative, Mr John Muir of MML and the Landlord's father, Mr Mohammed Sarwar. The Tenant was neither present nor represented.

10. The Tenant submitted as follows:-

(a) That by correspondence dated 22nd June 2016, 2nd September 2016, 5th September 2016 and 30th January 2017 sent directly or on the Tenant's behalf by her representative, Miss Trudy Gill of Dundee North Law Centre, 101 Whitfield Drive, Whitfield, Dundee, DD4 0DX ("DNLC"), the Tenant had requested that the Landlord carry out repairs to the Property to bring it up to the repairing standard.

(b) That the Tenant had not obstructed the Landlord in carrying out repairs.

(c) That the repairs that the Tenant seeks to have rectified are caused by natural wear and tear over a period of time or are faults that require rectified.

(d) That on 18th May 2017 the following repairs were carried out:-

- i. A carbon monoxide detector was installed.
- ii. Hardwired smoke and heat detectors were installed.
- iii. Certain plug sockets were replaced with new sockets.
- iv. A bathroom ceiling light fitting was installed.
- v. The electric meter box was replaced.

(e) That an exposed outdoor pipe that needed to be adjusted had also now been adjusted.

(f) That the outstanding repairs still required by the Landlord are:-

- i. To eradicate damp in the Tenant's son's bedroom.
- ii. To eradicate damp in the bathroom.
- iii. To the radiators that do not bleed or heat correctly.
- iv. To all windows, except the window in the livingroom, which are not wind and watertight and the frames of which are not secure.
- v. To the broken cupboards and drawers in the kitchen.
- vi. To the worktop in the kitchen which is coming away from the wall.
- vii. To the cooker which is faulty.
- viii. To the livingroom and bedroom doors.
- ix. To the front door which is in poor condition, the letterbox of which is broken and the main handle lock of which is falling apart.
- x. To the toilet which is not fit for purpose as the base is very loose.
- xi. To the fireplace which has been disconnected and is unsafe.
- xii. To plug sockets which require replaced.

The Tenant also sought that the Landlord install a kitchen door.

11. The Landlord submitted as follows:-

- (a) That any Notices to Quit that have been served by the Landlord on the Tenant have been served at the request of the Tenant or her representative, Miss Trudy Gill of DNLC, and that the Landlord does not seek to remove the Tenant on account of her having complained about repairs.
- (b) That the Landlord will undertake any repairs required by the tribunal.
- (c) That the title to the Property is in the name of Racsana Sarwar who prior to her marriage resided at 33 Clepington Road, Dundee and who, since her marriage, is known as Racsana Rashid and who resides at 15 Duff Street, DD4 7AN.
- (d) That in order to allow the Landlord to carry out any repairs the Tenant must not obstruct access.

Summary of the issues

12. The issues to be determined are:-

- (a) Whether there is damp within the Property.
- (b) Whether the boiler and heating system are in a reasonable state of repair and in proper working order.
- (c) Whether the windows in the Property are wind and water tight and in a reasonable state of repair and in proper working order.
- (d) Whether the cupboards and drawers in the kitchen are in a reasonable state of repair and in proper working order.
- (e) Whether the worktops in the kitchen are in a reasonable state of repair and in proper working order.
- (f) Whether the cooker is in a reasonable state of repair and in proper working order.
- (g) Whether the doors to the livingroom and bedroom of the Tenant's son are in a reasonable state of repair and in proper working order.
- (h) Whether the front door to the Property and any ironmongery relative thereto is in a reasonable state of repair and in proper working order.
- (i) Whether the base of the toilet is in a reasonable state of repair and in proper working order.

- (j) Whether the fire in the livingroom is in a reasonable state of repair and in proper working order.
- (k) Whether the plug sockets are in a reasonable state of repair and in proper working order.
- (l) Whether a kitchen door requires to be installed.
- (m) Whether there exists within the Property satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.
- (n) Whether there exists within the Property satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health.

Findings of fact

13. The tribunal finds the following facts to be established:-

- (a) That the Landlord is the heritable proprietor of the Property.
- (b) That the Tenant is the tenant of the Property in terms of a Lease dated (sic 31st November 2008).
- (c) That with regard to the required repairs intimated by the Tenant:-

Damp

That with the exception of the front bedroom, no damp was found. Within the front bedroom beneath the window, a slightly elevated moisture reading was identified which is within acceptable tolerances.

Space Heating

- (i) That whilst the boiler in the kitchen appeared to start properly, the tribunal could not determine whether the central heating and hot water systems and the radiators operated correctly.
- (ii) That the gas fire in the livingroom had been disconnected and could therefore not be used.

Kitchen

- (i) That the cooker is in a reasonable state of repair and in proper working order.
- (ii) That the cooker hood does not operate and is in need of repair.

- (iii) That the kitchen window opens and closes correctly and is wind and water tight. Whilst, once opened, the window has slight movement, that movement is within acceptable tolerances.
- (iv) That the base unit cupboards situated to the left of the kitchen sink are dilapidated and in need of repair.
- (v) That the base unit drawers are dilapidated and in need of repair.
- (vi) That the pipework to the boiler is exposed, and in need of boxing-in to prevent a hazard to someone using the work surface.

Doors

- (i) That the front door to the Property is in a reasonable state of repair and in proper working order and is secure. However, the external plate of the letterbox is loose and the internal plate of the door handle is loose both of which require replacement or repair
- (ii) That the livingroom door requires re-hanging to correctly fit the doorframe.
- (iii) That the door into the Tenant's son's bedroom being the bedroom located at the far end of the internal corridor of the Property requires re-hanging.
- (iv) That given the configuration of the kitchen it would be impossible to install a door leading from the corridor to the kitchen.

Bathroom

- (i) That the base of the toilet is loose and requires secured.
- (ii) That the bathroom window opens and closes correctly and is wind and water tight. Whilst, once opened, the window has slight movement, that movement is within acceptable tolerances.

Other windows

That all other windows within the Property open and close correctly, are wind and water tight and are properly sealed.

Plug Sockets

- (i) That within the Property a number of plug sockets are of an older style with other plug sockets having had the front plates replaced.
- (ii) That there is in existence a valid EICR dated 1st July 2016 prepared by a competent contractor confirming the electrical installations as at that date to be satisfactory with no category C1 or C2 repairs required.

Detection Equipment

- (i) That mains wired and interlinked smoke and heat detectors have been installed in the Property.
- (ii) That whilst a carbon monoxide detector was present on top of the fridge in the kitchen, the detector had not been installed in a manner that complied with the appropriate regulations.

Reasons for the decision

14. The Property is on the ground floor of a block of flats, access to which is taken from a common close. The Property comprises a bedroom and livingroom to the front of the Property and a further bedroom along with the kitchen and bathroom being situated to the rear of the Property. All rooms are accessed from a single corridor leading from the front door.

The tribunal carefully inspected each room within the Property.

Within the bedroom situated to the rear of the Property the internal walls around the window appeared to have been clad and the tribunal found no visible evidence of damp with damp meter readings being within normal parameters. The tribunal found the bedroom window to open and close correctly and to seal properly on closure. The tribunal found the door leading into the bedroom from the corridor not to be properly hung and therefore not capable of being opened and closed correctly. The electrical sockets within the bedroom were found to be of an older style but unremarkable.

Within the kitchen the tribunal observed and tested the heat detector recently installed which operated correctly. The carbon monoxide detector was handed to the tribunal by Mr Boyle who lifted it from the top of the fridge freezer where it was lying. The tribunal found the kitchen window to open and close correctly and to seal properly on closure. Whilst, when open, the window was found to have some slight movement that movement was determined to be within acceptable tolerances. The tribunal found there to be no door leading from the hall into the kitchen. Mr Sarwar advised the tribunal that there had never been any door located there. Due to the configuration of the kitchen and the fridge freezer in particular, there would be no space to install a kitchen door that would open into the kitchen and installing a door that opened into the adjacent corridor would pose health and safety risks. The tribunal switched on the cooker which was found to operate correctly with the oven door opening and closing correctly. The cooker hood did not operate. The base unit cupboards located to the left of the kitchen sink were found to be in a dilapidated state and therefore not in a reasonable state of repair and in proper working order. Similarly, the base drawer unit within the kitchen was found to be dilapidated with the drawers not capable of being used or opened and closed correctly.

Within the livingroom the windows were found to be in a reasonable state of repair and in proper working order with them opening and closing correctly and being properly sealed. There was no evidence of damp within the livingroom and meter readings were normal. The gas fire in the livingroom would not operate and was determined to have been disconnected. The door leading from the livingroom into the adjacent corridor would not close correctly and requires to be re-hung. Whilst within the livingroom the electrical sockets were found to be of some age, they were unremarkable.

Within the front bedroom the door from the corridor was found to open and close correctly. The window was also found to open and close correctly and to be wind and water tight when closed. Beneath the window the damp meter gave a very marginally higher reading than elsewhere within the Property. The tribunal considered the reading to be within acceptable tolerances. The plug sockets within the bedroom were found to be of some age but were unremarkable.

Within the bathroom, the window was found to open and close correctly and to be wind and water tight. When opened, there was a small amount of movement in the window. However, this was considered to be within acceptable tolerances. The internal bathroom walls around the window were found to have been clad and damp meter readings were normal. The base of the toilet was found to be loose and unstable and in need of repair.

The front door was found to be in a reasonable state of repair and in proper working order. It opened and closed correctly and was properly sealed. Externally, the plate of the letterbox was found to be loose at one end. Internally, the plate of the door handle was found to be loose.

The boiler serving the central heating and hot water systems was located within the kitchen. The boiler was not in use at the time of the tribunal's inspection. The tribunal asked Mr Boyle to switch on the boiler which he did and it was seen to fire up correctly. However, the tribunal did not have an opportunity to test the hot water or the radiators within the Property.

Externally, the pipe work to the rear of the Property and serving the boiler appeared to be in order with no repairs required.

At the hearing Mr Muir of MML on behalf of the Landlord handed to the tribunal a copy of the Disposition by Isabella Park and Wendy Isabella Fraser in favour of Rucsana Sarwar dated 24 February and recorded in the General Register of Sasines for the County of Angus on 6 March 1997. He confirmed that the Landlord is the heritable proprietor of the Property. A copy of the Disposition is attached to this Decision.

Decision

15. The tribunal accordingly determined that the Landlord had failed to comply with the duty imposed by Section 14(1)(b) of the Act.

16. The tribunal proceeded to make a Repairing Standard Enforcement Order as required by section 24(1).
17. The decision of the tribunal was unanimous.

Observations

18. Whilst the tribunal determined the damp within the front bedroom to be within acceptable tolerances, it is suggested that the Landlord monitor the position on a regular basis to ensure the position does not worsen.
19. The tribunal observed that there was no visible earth bonding to the pipework below the boiler in the kitchen. The landlord is advised to seek the assurance of a qualified heating engineer or electrician that this meets current regulations.
20. The Tenant requires to give reasonable access to the Landlord's contractors during regular working hours.

Right of Appeal

21. **A landlord, tenant or third party applicant aggrieved by the decision of the tribunal may seek permission to appeal from the First-tier Tribunal on a point of law only within 30 days of the date the decision was sent to them.**

Effect of section 63

22. 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.

G Buchanan

Signed...

Date 29 June 2017

Chairperson & Legal Member



Housing and Property Chamber
First-tier Tribunal for Scotland



25a Court St DD3 7NR

Inspection and Hearing 22 June 2017

1) Kitchen



1a Drawers

1b Cupboard doors





1c)Kitchen cooker hood



1d)Kitchen: exposed pipes to boiler

2) Internal doors

2a Sitting room



2b Spare bedroom



3) Damp meter reading in bedroom under window



4) Windows: bathroom and kitchen



4a Bathroom



4b Kitchen

5) Fire detection system



5a Smoke detector hall



5b Heat detector kitchen



5c Smoke detector sitting room

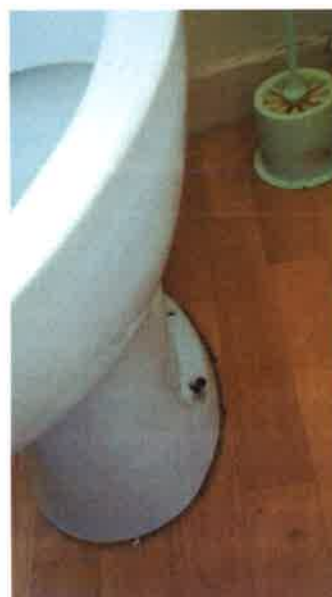
6) Gas fire (disconnected)



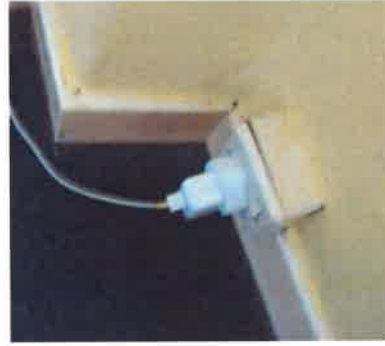
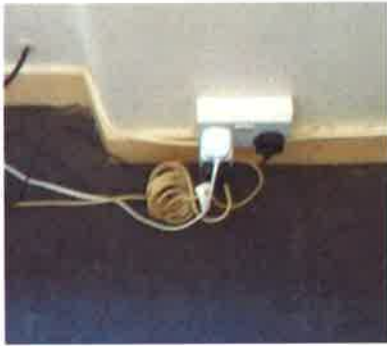
7) Carbon monoxide alarm standing on fridge – needs to be permanently fixed in accordance with regulations.



8) Toilet: not adequately fixed to floor.



9) Electric sockets – old design



13) Front door



13a Internal door handle



13b letter box

10) External rear



14a Rear elevation



14b Detail of pipe repair

WE, ISABELLA PARK and WENDY ISABELLA FRASER, both residing at Number Twenty Five Court Street North, Dundee (hereinafter referred to as "the disponers"), heritable proprietors of the subjects and others hereinafter disposed **IN CONSIDERATION** of the sum of **THIRTY THREE THOUSAND POUNDS (£33,000) STERLING** paid to the disponers by **RUCSANA SARWAR**, residing at Thirty Three Clepington Road, Dundee, (hereinafter referred to as "the disponee"), of which sum the disponers hereby acknowledge receipt and discharge the disponee **HAVE SOLD** and **HEREBY DISPONE** to and in favour of the disponee and to her executors and assignees whomsoever, heritably and irredeemably, **ALL** and **WHOLE** the flatted dwellinghouse entering by the common passage and stair Number Twenty Five Court Street North, in the City of Dundee and County of Angus, being the Northmost dwellinghouse on the ground floor of the tenement forming Number Twenty Five Court Street North, Dundee, erected on all and whole that plot or area of ground in the said City and County containing one hundred and thirty six decimal or ten-thousandth parts of a hectare or thereby Metric Measure and shown partly coloured red and partly coloured red and hatched black on the plan annexed and executed as relative to Disposition by The City of Dundee District Council in favour of the disponers, dated Twenty Ninth December Nineteen Hundred and Ninety Three and recorded in the Division of the General Register of Sasines applicable to the County of Angus (formerly Forfar) on Twenty First January Nineteen Hundred Ninety Four; **TOGETHER WITH** (One) the whole rights, joint, common, mutual, sole or otherwise pertaining to the subjects hereby disposed including without prejudice to the foregoing generally those specified and contained in said Disposition by The City of Dundee District Council in favour of the disponers, dated and recorded as aforesaid; (Two) free ish and entry to the said hereby disposed; Together also with the fittings and fixtures therein and thereon, the

AN 97 218

REGISTERS OF SCOTLAND
GENERAL REGISTER OF SASINES
COUNTY OF ANGUS
FICHE 218 FRAME 17
PRESENTED & RECORDED ON 6 MAR 1997

whole parts privileges and pertinents effeiring thereto and the whole right, title and interest, present and future of the disponers in the said subjects and others; **BUT ALWAYS WITH AND UNDER** in so far as still subsisting and applicable, the burdens, conditions and others specified or referred to in (First) Disposition by The Trustees of the late William Neish in favour of The Lord Provost, Magistrates and Councillors of The City and Royal Burgh of Dundee (Police Administration), dated Third, Sixth and Seventh and recorded in the said Division of the General Register of Sasines on Twenty Third all days of September Nineteen Hundred and Twenty Seven; and (Second) said Disposition by The City of Dundee District Council in favour of the disponers, dated and recorded as aforesaid; **WITH ENTRY** and actual occupation as at Twenty eighth February Nineteen Hundred and Ninety Seven notwithstanding the date or dates hereof; And the disponers grant warrandice; And the disponers certify that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Sixty thousand Pounds; The missives of sale which the disponers have concluded with the disponsee and which are constituted by letters dated Twenty First November Nineteen Hundred and Ninety Six and subsequent dates shall remain in full force and effect until implemented notwithstanding the delivery of these presents but that for a period of two years after settlement or such longer period as may be necessary, if founded upon in any court proceedings raised prior to the expiry of the said two year period; Every warranty in the missives shall, unless otherwise expressly provided be deemed to include a personal obligation on the disponers to ensure that the same is implemented at or before settlement; If any personal obligation in terms of the missives shall not have been implemented at settlement, the same shall continue to be enforceable and the disponsee shall be entitled to all or any of the remedies available for breach thereof but that only for the said period of two years

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or otherwise if founded upon in any court proceedings, as aforesaid; And the disponents confirm that until these presents have been recorded in the said Division of the General Register of Sasines the disponents hold the title to the said subjects hereinbefore disposed in trust only for

the disponent: IN WITNESS WHEREOF these presents consisting of this and the preceding page are signed by us the said Isabella Park and Wendy Isabella Fraser together at Dundee on the Twenty fourth day of February, Nineteen hundred and ninety seven in the presence of Alistair Morrice Grieve, Solicitor of Thirty and Thirty four Reform Street, Dundee.

Isabella Park
Wendy Fraser

Isabella Park

Wendy Fraser

REGISTER on behalf of the within named RUCSANA SARWAR in the REGISTER of the COUNTY of ANGUS.

Alistair Morrice Grieve
Solicitors, Dundee, Agents.

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