

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/RT/18/1987

Title no/Sasines Description: The dwellinghouse at 3 Baffin Terrace , Dundee DD4 6JH with bin area, of 0.0066 hectare being part of (i) ground to East of South Baffin Street referred to in the Disposition in favour of TD Duncan Limited recorded on 4 March 1955 and (ii) 27.02 pole on the North side of Grove Street referred to in Feu Contract to which the said TD Duncan Limited was a Party, recorded 19 July 1956 which subjects form part of the subjects last vested in the Corporation of the City of Dundee from whom it acquired right by Act and Order (reserving minerals) dated 6 December 1994 and particularly described in Disposition by City of Dundee District Council in favour of Mohammed Afzal and Rashida Afzal, recorded in the Register of Sasines for the County of Angus on 21 December 1994 (Fi 1528.26)

**3 Baffin Terrace, Dundee DD4 6JH
("The House")**

The Parties: -

**Mr Stuart Cuthill, Dundee City Council, Private Sector Services, 3 City Square,
Dundee, DD1 3BA
("the Third Party Applicant")**

**Mr Ukil Shahid, 3 Baffin Terrace, Dundee DD4 6JH
("the Tenant")**

**Mr Mohammed Afzal, 84 Forfar Road, Dundee, DD4 7BB
("the Landlord")**

Whereas in terms of their Decision dated 8 October 2018, 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 House is wind and watertight 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, fittings and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order;
- (d) The House has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health

with reference to Section 13 (1) (a), (c), (d) and (g) of the 2006 Act as amended; the Tribunal 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 Tribunal requires the Landlord: -

- a) To carry out all necessary repair works in the hall cupboard on the ground floor, kitchen cupboard and second floor north bedroom ceiling so that they are free from damp, to ensure that the House is wind and watertight and in all other respects reasonably fit for human habitation; Section 13 (1) (a)
- b) To install in the kitchen cupboard a suitable light source, to ensure 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; Section 13 (1) (c),
- c) To replace the shelves in the kitchen cupboard and secure in place, to ensure any fixtures, fittings and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order; Section 13 (1) (d)
- d) To replace the rubber seal on the front door frame from the top right corner to the foot of the frame and replace the door threshold rubber seal to make it wind and watertight, to ensure that the house is wind and watertight and in all other respects reasonably fit for human habitation; Section 13 (1) (a)
- e) To secure in place the shower head guide rail, to ensure any fixtures, fittings and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order; Section 13 (1) (d)
- f) To replace the shower tray, to ensure any fixtures, fittings and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order; Section 13 (1) (d)
- g) To repair or replace the floorboards in front of the shower, to ensure that the House is wind and watertight and in all other respects reasonably fit for human habitation; Section 13 (1) (a)
- h) To fit and secure the toilet and cistern to the floor and wall, to ensure any fixtures, fittings and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order; Section 13 (1) (d)

- i) To re-site the Expel Air cut off switch outside the shower room and connect the Expel Air to operate in conjunction with the ceiling light or a humidistat to ensure 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; Section 13 (1) (c),
- j) To replace the East bedroom door with a suitable fire-resistant bedroom door, to ensure any fixtures, fittings and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order; Section 13 (1) (d)
- k) To repair or replace the radiator on the first-floor hallway, to ensure 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; Section 13 (1) (c),
- l) To instruct a Gas Safe registered plumbing and heating engineer to carry out a full inspection of the gas installations in the House, to carry out such works as are identified by him and thereafter, to produce an unqualified Gas Safety Certificate, to ensure 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; Section 13 (1) (c),
- m) To instruct a suitably qualified and registered SELECT or NICEIC electrical contractor to inspect the electrical installations in the House and thereafter to produce an unqualified Electrical Installation Condition Report and Certificate, to ensure 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; Section 13 (1) (c),
- n) To secure the Carbon Monoxide Detector to a wall in the kitchen, to ensure the House has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health; Section 13 (1) (d),
- o) To carry out all redecoration works to all damaged décor occasioned by the works carried out and complete the decoration on the ground floor of the House.

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

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.

In terms of Section 63 of the Act, 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 three preceding pages are executed by Susan Christie, Legal Member of the Tribunal, at Glasgow on 8 October 2018 in the presence of the undernoted witness: -

G Christie

witness

G Miller

Legal Member

George Harvey Christie name in full

5 Albert Drive, Glasgow G73 3RT Address

Housing and Property Chamber

First-tier Tribunal for Scotland



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

STATEMENT OF DECISION: in terms of Section 24(1) of the Housing (Scotland) Act 2006 in respect of an Application under section 22(1A)

Chamber Ref: FTS/HPC/RT/18/1987

Sasines Description: The dwellinghouse at 3 Baffin Terrace , Dundee DD4 6JH with bin area, of 0.0066 hectare being part of (i) ground to East of South Baffin Street referred to in the Disposition in favour of TD Duncan Limited recorded on 4 March 1955 and (ii) 27.02 pole on the North side of Grove Street referred to in Feu Contract to which the said TD Duncan Limited was a Party, recorded 19 July 1956 which subjects form part of the subjects last vested in the Corporation of the City of Dundee from whom it acquired right by Act and Order (reserving minerals) dated 6 December 1994 and particularly described in Disposition by City of Dundee District Council in favour of Mohammed Afzal and Rashida Afzal, recorded in the Register of Sasines for the County of Angus on 21 December 1994 (Fi 1528.26)

3 Baffin Terrace, Dundee DD4 6JH
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The Parties: -

Mr Stuart Cuthill, Dundee City Council, Private Sector Services, 3 City Square, Dundee, DD1 3BA
("the Third Party Applicant")

Mr Ukil Shahid, 3 Baffin Terrace, Dundee DD4 6JH
("the Tenant")

Mr Mohammed Afzal, 84 Forfar Road, Dundee, DD4 7BB
("the Landlord")

Tribunal Members: -

Susan Christie-Legal Member

Mark Andrew- Ordinary Member

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) of the Housing (Scotland) Act 2006 ("the Act") in relation to the Property and taking account of all of the available evidence, determines that the Landlord has failed to comply with the duty imposed on him by Section 14(1)(b) of the Act. The Tribunal therefore issues a Repairing Standard Enforcement Order. The Tribunal's decision is unanimous.

Background

1. By application received on 8 August 2018 the Third Party Applicant applied to the Housing and Property Chamber under section 22(1A) of the Housing (Scotland) Act 2006 for a determination of whether the Landlord had failed to comply with the duty imposed by section 14(1)(b) of the Act.
2. The application specifically stated that the Third Party Applicant considered that the Landlord had failed to comply with his duty to ensure that the House meets the repairing standard and that the Landlord had failed to ensure that: -
 - (a) The house is wind and watertight 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, fittings and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order;
 - (d) Any furnishings provided by the Landlord under the tenancy are capable of being used safely for the purpose for which they are designed;
 - (e) The House has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health
3. The detail of the complaint being:

Ground Floor

- a) Hall cupboard-Damp in ceiling and walls, water running down wall-leak to be located and repaired
- b) Toilet-wash hand basin loose-basin to be fixed to wall and sealed between basin and wall
- c) Kitchen cupboard-damp in ceiling and walls-damp requires to be treated and ceiling repaired
- d) Kitchen cupboard-ceiling lighting rose is showing bare wires-to be repaired and lighting restored
- e) Living room door-handle missing-handle to be replaced or new door installed
- f) Livingroom cupboard-handle of cupboard door missing-to be replaced

- g) Front door-gaps around the door-frame and door to be repaired so it is wind and watertight

Middle Floor

- h) Shower working intermittently-shower to be replaced so that it works continuously
- i) Shower tray-tray leaking-tray to be sealed between tray and tiles
- j) Toilet and cistern-toilet and cistern are sitting at an angle-toilet and cistern must be properly fitted to the wall and floor. If floor boards damaged, then they must be repaired or replaced
- k) Ceiling in bathroom-to be treated for damp and repaired
- l) Bathroom radiator-to be re-fixed to the supporting brackets. Radiator to be repainted or replaced
- m) Tiles in bathroom require to be re-grouted
- n) Floorboards beside the two bedrooms are damaged, these require to be repaired or replaced
- o) East bedroom door is missing part of the locking mechanism-this is to be replaced and keys provided
- p) South bedroom-window not closing properly-to be repaired so that it is wind and waterproof
- q) North bedroom-hole in ceiling and sagging due to water leak-ceiling to be repaired

General

- r) Lease is invalid as it is not a Private Residential Tenancy Agreement
- s) Heating system to be repaired so that it functions properly, delivering heat to all radiators throughout the property
- t) All the property required to be redecorated
- u) Gas Safety Certificate to be produced
- v) Electrical Installation Condition Report to be produced
- w) Carbon Monoxide Detector to be produced.

- 4. On 14 August 2018, a Convener of the Chamber with delegated powers under Section 23 A of the Housing (Scotland) Act 2006 having considered the application in terms of section 23 (3) of the Act and determined to continue the application to a Tribunal.
- 5. By Notice of Referral, Inspection and Hearing dated 29 August 2018, the Parties were advised of the decision under Section 23 (1) of the Act to refer the application to a Tribunal.
- 6. An Inspection and Hearing was assigned for 3 October 2018.
- 7. Following upon the Notice of Referral, Inspection and Hearing being intimated by the Tribunal on the Landlord, he responded indicated he intended to attend the Hearing and would be represented by his son Vackar Afzal. His written Representation stated that the House should meet the standard in the coming weeks and indicted that access had not been given as the tenant had gone on holiday.

The Inspection

- 8. On the morning of 3 October 2018, the Tribunal attended at the House at 11am. The Tribunal inspected the House in the presence of the Tenant's

spouse, the Third Party Applicant, the Landlord and Mr Newton, a tradesman. The weather conditions at the time of the Inspection were dry and overcast.

9. The House is a four/five bedroomed, terraced house. It has a kitchen, toilet and a habitable room on the ground floor which is currently being used as a dining/sitting area. On the first floor it has two rooms, one of which is being used as a bedroom, and a shower room/toilet. On the top floor it has three bedrooms.
10. The House was inspected from the Ground floor up, with reference and consideration being given to the detailed complaints above.
11. Photographs were taken at the Inspection which form the Schedule annexed to this Decision.

The Hearing

12. Following upon the Inspection of the House, the Tribunal held a Hearing at Dundee Carers Centre, Seagate House, 132-134 Seagate, Dundee DD1 2 HB at a slightly later start time of 12.50.
13. The Landlord was present and was represented by his son. The Third Party Applicant was present. The Tenant was absent. The Tribunal was satisfied that the requirements of Rule 24 of the First- tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 had been complied with and that the Tenant had received proper notice of the Hearing. The Tribunal proceeded to deal with the application in his absence using the information gathered at the Inspection and all the material before it.
14. The Third Party Applicant explained that he had lodged the application as there had been no dialogue after the repair's issue had been raised with him. He accepted that since then works had started and some of the faults had been attended to. He was willing to work with the Landlord to ensure the House met the repairing standard.
15. The Landlord generally accepted the findings of the Inspection as relayed to him verbally and accepted further work was needed and ongoing. A roof repair had been done. He had acted once the matters had been brought to his attention, albeit he had to wait to obtain access as the Tenant had been away on holiday. It was highlighted that the radiator in the hallway on the first floor may need a new valve, or otherwise repaired or replaced.

Summary of the issues

16. The issue to be determined by the Tribunal was whether, or not, the House meets the Repairing Standard in respect of Section 13 (1) (a), (c), (d), (e), and (g) of the Act as at the date of the Inspection and Hearing.

The evidence

The evidence before the Tribunal consisted of:

17. Written evidence in the form of the application form with the accompanying correspondence from the Third Party to the Landlord; a copy of the Sasine search for the House; a copy lease between the Landlord and Tenant dated 5 December 2017; and all communication exchanges with and by the Tribunal.
18. The findings of the Inspection of the House that informed the Tribunal which were:

Ground Floor

- Hall cupboard-it was clear that there had been water ingress which had been repaired prior to Inspection. The lower part of the back wall was still slightly damp and showing a red reading using the Damp Meter of 25. The ceiling had been re-plastered, and the right wall had replacement plasterboard.
- Toilet-wash hand basin -sealant had been applied to the top of the wash hand basin and it had been secured to the wall.
- Kitchen cupboard-it was clear there has been water ingress that had caused damage. The ceiling had new plasterboard fitted and strapping. The left side wall still showed a damp reading from the mid-section upwards. All the shelves in the cupboard were damaged and needed replaced.
- Kitchen cupboard ceiling lighting – the ceiling rose was no longer showing due to the new plasterboard. Any original wires could not be seen. A lighting source required to be restored.
- Living room door-handle. The handle had been replaced.
- Livingroom cupboard. The handle had been replaced.
- Front door. It was evident that daylight could be seen at the bottom right side and the rubber seal needed replaced from the top right corner to the foot of the frame and replace the door threshold rubber seal to make it wind and watertight.

Middle Floor

- Shower. The shower at inspection did work continuously and was temperature appropriate. The shower head guide rail however was insecure and could come away from the wall with little force being applied.
- Shower tray. Sealant had been applied between the tray and tiles. However, the tray itself showed evidence of disrepair/rust and needed replaced. The front plinth in addition was likely to cause a trip hazard to anyone using the shower.
- The floorboards in front of the shower tray are soft and need repaired or replaced.
- Toilet and cistern. Both need to be properly fitted to the floor and wall.
- Ceiling in bathroom. This appeared to have been treated for damp and painted. It was still damp on inspection but may be drying out.
- Bathroom radiator. This had been re-fixed to the supporting brackets and had been repainted.
- Tiles in bathroom. The grout was worn and in the foreseeable future would either need to be re-grouted or replaced.

- Window Expel Air. It was noted that whilst there is an Expel Air, it had been turned off and the safety switch is situated on the shower room ceiling. This needs to be re-sited outside the shower room and the Expel Air should be connected to operate with the light or a humidistat.
- The floorboards beside the two bedrooms had been repaired prior to inspection.
- East bedroom door. The door was the type ordinarily seen in a lounge. It had glass panels and one was broken. It had been covered in paper for modesty purposes. It needs replaced with a suitable fire-resistant bedroom door.
- South bedroom-window. This had been repaired prior to inspection and was fully operational and it is wind and waterproof
- North bedroom. There had been a hole in ceiling which had been filled with plaster which appeared to be still drying out.

General

- Heating system. The central heating boiler was operated at inspection by Mr Newton. Radiators were bled, and all appeared to be warm other than the radiator on the first-floor hallway. This requires to be repaired or replaced.
- The Ground floor areas of the house affected by the water ingress and repairs and absent of decoration all require to be redecorated.
- The Gas Safety Certificate was not available for inspection and requires to be produced.
- Electrical Installation Condition Report was not available for inspection and requires to be produced.
- The Carbon Monoxide Detector was sited on top of the Gas Boiler. It worked when operated. It is not fixed to a wall.
- The attic was inspected and there was evidence of a roof repair. Water pipes had also been cut and capped.
- Whilst there is a heat alarm in the kitchen there is no smoke alarm in the room being used as a dining/sitting room.

Findings in Fact

- I. The House is one to which the Repairing Standard applies.
- II. The Third Party raised the complaints referred to the application with the Landlord in writing on 20 July 2018, that is prior to the current application being made.
- III. The following matters require to be attended to, to satisfy the repairing standard. The hall cupboard on the ground floor, kitchen cupboard and second floor north bedroom all require to be free from damp and redecorated. The kitchen cupboard requires a replacement light source. The shelves in the kitchen cupboard are damaged and need replaced. The rubber seal on the front door frame needs replaced from the top right corner to the foot of the frame and replace the door threshold rubber seal to make it wind and watertight. The shower head guide rail is insecure and requires to be secured in place. The shower tray requires to be replaced. The floorboards in front of the shower tray are soft and need repaired or replaced. The toilet and cistern

require to be properly fitted to the wall and floor. The Expel Air switch requires to be re-sited outside the shower room and be connected to operate with the light or a humidistat. The East bedroom door requires to be replaced with a suitable fire-resistant bedroom door. The radiator on the first-floor hallway requires to be repaired or replaced. The Gas Safety Certificate and the Electrical Installation Condition Report for the House require to be produced. The Carbon Monoxide Detector requires to be securely fixed to a wall in the kitchen. The decoration of the ground floor requires to be completed.

- IV. Accordingly, the House does not meet the repairing standard required under section 13 (1) (a) (c) (d) and (g) of the Act.

Summary of Decision and Reasons

Whilst the Landlord had commenced work at the House, it was ongoing and further work was needed to allow it to meet the repairing standard.

The Landlord has therefore failed to comply with the duty imposed by section 14 (1) (b) of the Act and has failed to ensure that the House meets the repairing standard under sections 13(1) (a), (c) and (g) of the Act at the date of Inspection. The Tribunal accordingly proceeded to make a Repairing Standard Enforcement Order as required by section 24 (2) of the Act. The Tribunal's decision is unanimous.

Observations

Part of the Application raised the complaint that the Lease over the House is invalid as it is not a Private Residential Tenancy Agreement (PRTA). It is correct that the lease document is not in the correct format and this should be rectified by the Landlord providing the Tenant with a PRTA with accompanying Schedule, as required by the Private Housing (Tenancies)Scotland Act 2016.

Whilst there was a heat alarm in the kitchen there was no smoke alarm in the room being used as a dining/sitting room. The revised Domestic Technical Handbook guidance issued by Building Standards Division (Technical Handbooks 2013: – Domestic – Fire), states there should be at least one functioning smoke alarm in the room which is frequently used by the occupants for general daytime living purposes, one functioning smoke alarm in every circulation space, such as hallways and landings, one heat alarm in every kitchen, and all alarms should be interlinked. In this House, no smoke alarm had been fitted in the dining/sitting room, the room which is frequently used by the Tenant for general daytime purposes

These matters did not form part of the repairing standard test or it was not contained in the Application. Notwithstanding, the Landlord may wish to consider taking all appropriate remedial action.

Right of Appeal

In terms of section 46 of the Tribunals (Scotland) Act 2014 a party 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.

Effect of section 63

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.

G Miller

Legal Member & Chairperson

8 October 2018

✓ Schedule of photographs of 3 Baffin Terrace, Dundee, DD4 6JH taken on 3rd October 2018

Glasgow, 8 October 2018

This is the Schedule of Photographs referred to in the
Decision of even date hereof

FTS/HPC/RT/18/1987

G Miller

✓ legal member



Front elevation of 3 Baffin Terrace

All photographs taken by M H T Andrew FRICS FAAV FARLA on 3rd October 2018

Schedule of photographs of 3 Baffin Terrace, Dundee, DD4 6JH taken on 3rd October 2018



Ground floor cupboard; Ceiling repaired and plastered. End wall remains damp.

Schedule of photographs of 3 Baffin Terrace, Dundee, DD4 6JH taken on 3rd October 2018



Ground floor toilet; Wash hand basin fixed to wall; To finish



Ground floor kitchen cupboard; end wall remains damp in upper half. Shelving to replace.

All photographs taken by M H T Andrew FRICS FAAV FARLA on 3rd October 2018

Schedule of photographs of 3 Baffin Terrace, Dundee, DD4 6JH taken on 3rd October 2018



Ground floor Front door threshold rubber strip damaged – to be replaced.



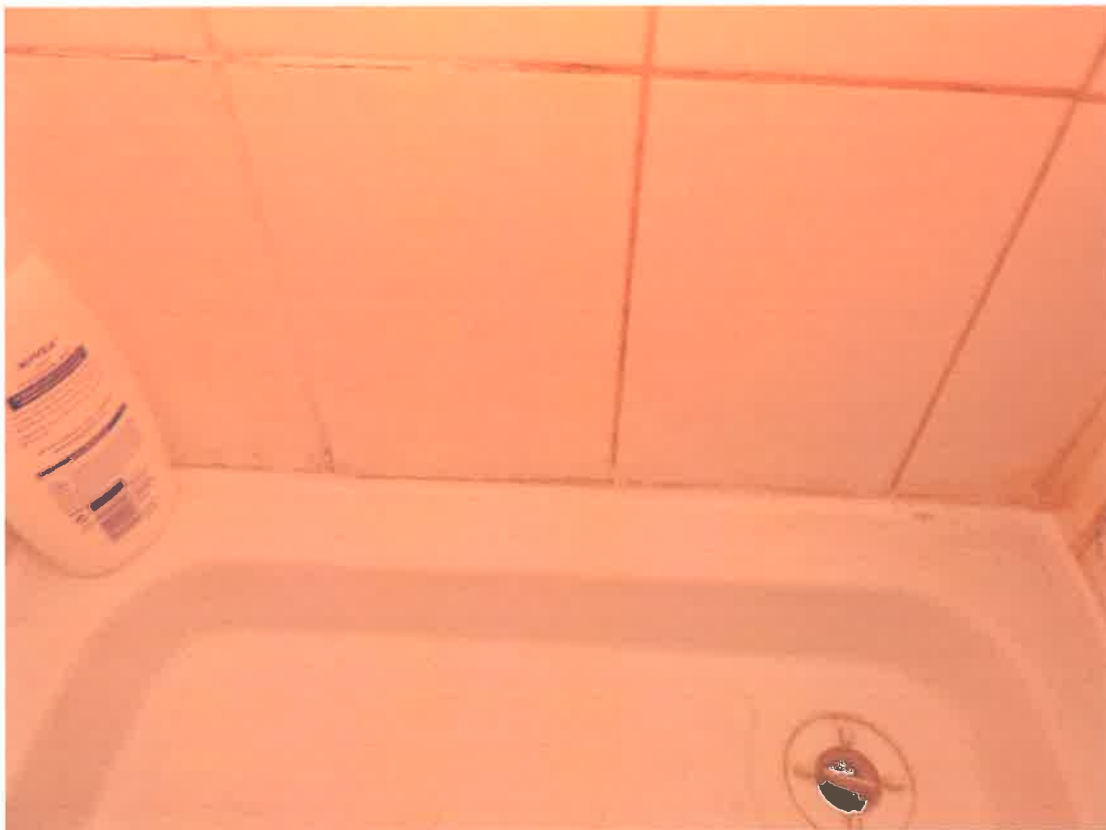
Ground floor Front door seal to door damaged at top section of open side – to be replaced.

All photographs taken by M H T Andrew FRICS FAAV FARLA on 3rd October 2018

Schedule of photographs of 3 Baffin Terrace, Dundee, DD4 6JH taken on 3rd October 2018



Middle Floor shower working properly but shower head guide rail loose at top (not properly fixed)



Shower tray seal re-done with silicone and grouting repaired

All photographs taken by M H T Andrew FRICS FAAV FARLA on 3rd October 2018

Schedule of photographs of 3 Baffin Terrace, Dundee, DD4 6JH taken on 3rd October 2018



Shower tray seal



Shower tray – external view. High step up into shower and damaged flooring (damp) in front of door

All photographs taken by M H T Andrew FRICS FAAV FARLA on 3rd October 2018

Schedule of photographs of 3 Baffin Terrace, Dundee, DD4 6JH taken on 3rd October 2018



Shower tray side. Resealed with silicone but showing signs of age (rusting frame)



Middle Floor Shower room WC – not screwed down. WC rocks and cistern not fixed to wall

All photographs taken by M H T Andrew FRICS FAAV FARLA on 3rd October 2018

Schedule of photographs of 3 Baffin Terrace, Dundee, DD4 6JH taken on 3rd October 2018



Middle floor shower room radiator properly fixed to wall.



Ceiling freshly painted. Expelair cut out switch should not be within bathroom

All photographs taken by M H T Andrew FRICS FAAV FARLA on 3rd October 2018



Exelair unit above window with pull switch. Should come on / off with light or humidistat



Shower grouting showing age and condition. Repairs carried out.

Schedule of photographs of 3 Baffin Terrace, Dundee, DD4 6JH taken on 3rd October 2018



Middle floor;- Flooring repair outside bedroom



Middle floor door yale lock with no keeper. Note door papered over by tenant

All photographs taken by M H T Andrew FRICS FAAV FARLA on 3rd October 2018

Schedule of photographs of 3 Baffin Terrace, Dundee, DD4 6JH taken on 3rd October 2018



Middle Floor bedroom door; Poor fitting former 15pane glazed door inappropriate for bedroom – to be replaced.



Top floor South bedroom window in proper working order.

All photographs taken by M H T Andrew FRICS FAAV FARLA on 3rd October 2018

Schedule of photographs of 3 Baffin Terrace, Dundee, DD4 6JH taken on 3rd October 2018



Top Floor – North bedroom ceiling repair following leak above repaired but not finished



Loft gable wall; Ceiling to North bedroom plasterboard repair patch. Evidence of damp from roof sarking but dry now

All photographs taken by M H T Andrew FRICS FAAV FARLA on 3rd October 2018

Schedule of photographs of 3 Baffin Terrace, Dundee, DD4 6JH taken on 3rd October 2018



Loft - Close up of roof sarking – discoloured area showing evidence of former leak.



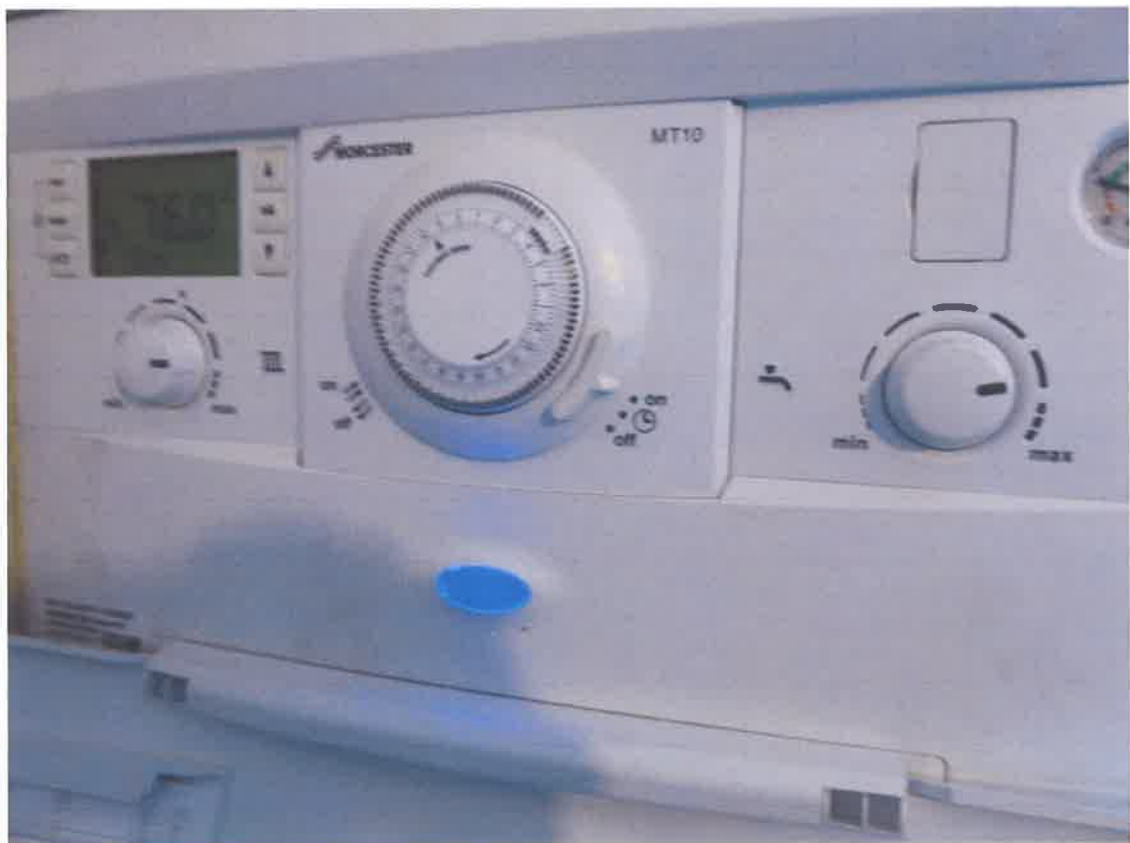
Loft – cut off cold water pipes also above area of damaged ceiling. No leaks evident.

All photographs taken by M H T Andrew FRICS FAAV FARLA on 3rd October 2018

Schedule of photographs of 3 Baffin Terrace, Dundee, DD4 6JH taken on 3rd October 2018



Boiler with carbon monoxide alarm (loose) above.



Boiler control panel. No sticker confirming date of last service / inspection.

All photographs taken by M H T Andrew FRICS FAAV FARLA on 3rd October 2018

Schedule of photographs of 3 Baffin Terrace, Dundee, DD4 6JH taken on 3rd October 2018

All photographs taken by M H T Andrew FRICS FAAV FARLA on 3rd October 2018