

# Housing and Property Chamber

## First-tier Tribunal for Scotland

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

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

**Reference number: FTS/HPC/RT/18/2234**

**Title no/Sasines Description: DMF23699**

**Re: Mid Cottage, Warmanbie House (Warmanbie Cottage), Annan, DG12 5LL  
("the House")**

**The Parties:**

**Mr Robert Rome, Strategic Housing Services, Dumfries and Galloway Council,  
Municipal Chambers, Buccleuch Street, Dumfries, DG1 2AD  
(the "Third Party Applicant")**

**Mr John Lynch, Mid Cottage, Warmanbie House (Warmanbie Cottage), Annan,  
DG12 5LL  
("the Tenant")**

**Mr Steven Day (otherwise Stephen John Day), Quiech Mill, Alyth, Blairgowrie,  
Perth and Kinross, PH11 8HR ("the Landlord")**

Whereas in terms of their decision dated 18 December 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 the House is:-

- I. Wind and watertight and in all other respects reasonably fit for human habitation;
- II. The structure and exterior of the House (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order;
- III. 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;
- IV. The house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire;
- V. The House has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health;

under sections 13 (1) (a), (b), (c), (f) and (g) of the Act;

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 instruct a suitably qualified damp proof contractor to carry out a full inspection of the House to identify the source of the penetrating or rising dampness and thereafter to carry out such repairs as are necessary to eradicate the dampness evident in the kitchen, rear habitable room and bathroom;
- (b) To eradicate the dampness and black mould evident on the ceiling in the bathroom of the House, treat same with a fungicide and re-paint;
- (c) Install mechanical extractor fans in the kitchen and bathroom to ensure adequate ventilation;
- (d) To insulate the Southern area of the attic space;
- (e) To remove the defective mortar pointing on the rear wall head gable and renew it, to ensure the House is wind and watertight and in all other respects reasonably for human habitation;
- (f) To repair or renew all defective sections of guttering, joints and corner joints and to replace the missing downpipe on the West elevation;
- (g) To repair or replace all decayed sections of the timber fascia below the guttering and securely re-fix the gutter;
- (h) To repair and seal the holes in the stonework on the East elevation of the House at ground level and repair or replace the air vent cover there;
- (i) To repair the mortar bedding around the chimney haunch, pots and copes, to ensure the House is wind and watertight and in all other respects reasonably for human habitation;
- (j) To install sufficient smoke alarms and a heat detector that are mains wired and interlinked, all to comply with the relevant fire legislation;
- (k) To instruct a suitably competent qualified electrician (such as NICEIC, SELECT or NAPIT registered) to inspect, test and thereafter repair, renew or upgrade the electric appliances in the House to ensure that they are in a reasonable state of repair and in proper working order and produce to the Tribunal an unqualified electrical safety certificate (EICR).
- (l) To commission and produce to the Tribunal a Gas Safety Report for the House from a suitably qualified Gas Safe registered engineer in which the overall assessment of the gas installations in the House is safe in all respects;
- (m) To install a septic tank compliant with all current SEPA requirements;
- (n) On completion of all the above works, to restore all affected finishes and decoration.

**The Tribunal order that the works specified in this Order must be carried out and completed within the period of 16 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 preceding two pages are executed by Susan Christie, legal member of the Tribunal, at Glasgow on 18 December 2018 in the presence of the undernoted witness: -

G. H Christie

witness

S Christie

Legal Member

George Harvey Christie name in full

5 Albert Drive,

Glasgow G733RT Address

# **Housing and Property Chamber**

## **First-tier Tribunal for Scotland**

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

**STATEMENT OF DECISION: Housing (Scotland) Act 2006, section 22(1A)**

**Reference number: FTS/HPC/RT/18/2234**

**Title no/Sasines Description: DMF23699**

**Re: Mid Cottage, Warmanbie House (Warmanbie Cottage), Annan, DG12 5LL  
("the House")**

**The Parties:**

**Mr Robert Rome, Strategic Housing Services, Dumfries and Galloway Council,  
Municipal Chambers, Buccleuch Street, Dumfries, DG1 2AD  
(the "Third Party Applicant")**

**Mr John Lynch, Mid Cottage, Warmanbie House (Warmanbie Cottage), Annan,  
DG12 5LL  
("the Tenant")**

**Mr Steven Day (otherwise Stephen John Day), Quiech Mill, Alyth, Blairgowrie,  
Perth and Kinross, PH11 8HR ("the Landlord")**

**Tribunal Members:**

**Susan Christie (Chairing /Legal Member);**

**Andrew Murray (Ordinary Member)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal"), having made such enquiries as it saw fit for the purpose 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 House, and taking account of all of the available evidence, determined that the Landlord has failed to comply with the duty imposed by Section 14(1) (b) of the Act. The Tribunal's decision is unanimous.**

### **Background**

1. An Application was made under Section 22(1A) of the Housing (Scotland) Act 2006 ("the Act") on 31 August 2018 regarding the House.
2. The Third Party Applicant considered that the Landlord had failed to comply with the duty imposed by Section 14(1)(b) of the Act and that the House failed to meet the repairing standard as set out in Sections 13(1) (a)-(g) of the Act.

3. The detail of the complaints contained within the Application form being: penetrating damp within the kitchen Livingroom and bedroom; dampness on the ceiling of the bathroom; no mechanical extractors within the kitchen or bathroom; guttering has rotted away with broken joints allowing overflow; rotten timber fascia boards behind guttering; plug sockets in the rear bedroom keep blowing the main fuse box; no hard wired smoke or heat detectors present.
4. Additional paperwork attached to the Application stated that the detailed issues also included: only partial insulation of the roof space with areas that have no insulation; the slates on the wall head to the rear of the House are in poor repair and do not protrude beyond the stonework and may be a source of water ingress into the fabric of the building; areas of vegetation growth within the guttering; holes in the external walls, particularly around the vent covers, that may be allowing access for mice; evidence of cement patching to the haunching around the chimney pots that still leaks smoke when the solid fuel fire is on. The chimney pot is out of alignment indicating a deterioration of the sandstone cope at the chimney head which may be a structural issue; the traditional fuse box may not meet the current safety requirements and may need replaced with an RCD unit; there is only one functioning smoke alarm in a circulation space; there is no Carbon Monoxide detector in the vicinity of the gas boiler or in the vicinity of the open fireplace.
5. The Application stated the work needing to be done to rectify the alleged defects as: dampness to be identified and eradicated; CO detectors to fit; electrical points and circuits to be checked by an electrician; EICR to be completed by a qualified electrician; hardwired interlinked detectors to be installed; landlord gas safety certificate to be sought for gas appliances, in addition to the remedial works required for the full list of issues raised.
6. By Minute of Decision to Refer the Application to a Tribunal made under Section 23(1) of the Act, on 12 September 2018 a Convenor with delegated powers under Section 23A decided to refer the Application to a Tribunal.
7. An Inspection was assigned for 14 November 2018 at the House at 10am and a Hearing for 11.30 am in Lochvale House, Georgetown Road, Dumfries, DG1 4DF.
8. Written Representations were required by 30 October 2018.
9. Parties were advised of the date assigned in writing dated 5 October 2018.
10. A Request to attend the Hearing and Written Representations were submitted by the Landlord on 7 November 2018. The Landlord however considered the Written Representations contained personal information and did not wish those circulated to the other parties. They were accordingly treated as withdrawn by the Tribunal.
11. On 8 November the Landlord advise the Tribunal that he was unwell and produced a medical certificate. He sought a postponement of the Inspection and Hearing. The Third Party Applicant opposed this. Given the medical certificate had been produced and amended Written Representations were needed to allow the landlord to let his position be known, the postponement request was granted having regard to the overriding objective.

12. A Direction was issued dated 23 October 2018 requiring the Landlord to provide
  - 1) A full copy of the signed Lease between the Landlord and Tenant;
  - 2) The current Electrical Installation Condition Report and Certificate for the House;
  - 3) The current Gas Safety Certificate for the House prepared by a Gas Safe registered plumbing and heating engineer;
  - 4) Copies of any quotations, invoices or receipts for any work carried out on the House since 31 August 2018, which detail the works proposed or carried out on the House and that are relevant to the matters complained of in the Third Party Applicant Applicant's Application.
  - 5) All be lodged by 9 November 2018.
13. On 8 November 2018 the Landlord lodged the lease. He confirmed the House did not have an EICR. He stated the Gas Safety Certificate was held at the house. He provided one quotation for work excluding roof work and was awaiting another.
14. A Direction was issued dated 12 November 2018 requiring the Landlord to provide:
  - 1) Written Representations (or amended Representations) outlining the Landlord's formal response to the detail of the complaints made, so that these may be considered by the Tribunal at the Hearing and copied to the other Parties;
  - 2) Gas Safety Certificate and any associated paperwork relating to the new boiler installed or copies thereof
  - 3) Copies of any quotations, invoices or receipts for any work to be carried out on the roof of House dated from 8 November 2018, showing the current condition of the roof, the work needed to bring it up to a repairing standard & wind and watertight and which detail the works proposed or carried out on the House and that are relevant to the matters complained of in the Third Party Applicant Applicant's Application;
  - 4) All to be lodged by 30 November 2018.
15. Around 13 November 2018 the Tribunal was advised that the Tenant intended to leave the House. Clarification was thereafter sought, and it was confirmed that was his intention. Accordingly, as from 30 November 2018 the House is vacant albeit formal notice of termination had not been given.
16. The Landlord was asked to facilitate access for Inspection, which he confirmed.
17. An Inspection was assigned for 17 December 2018 at the House at 10am and a Hearing for 11.30 am in Lochvale House, Georgetown Road, Dumfries, DG1 4DF.
18. The Third Party Applicant asked for the Inspection and Hearing rescheduled to 13 December 2018 at Moffat. This request was refused as it could not be accommodated by Tribunal scheduling and providing enough notice.
19. The Third Party Applicant then sought to seek an earlier date as the Officer of the Third Party Applicant local authority was on annual leave. It was further stated that he did not work that day. The Tribunal was mindful of the serious nature of the matters complained of for any tenant and the

- need to progress the Application without further delay and refused the application for a postponement indicating that an alternative Officer could attend.
20. On 30 November 2018 the Third Party Applicant raised the issue of overflowing drains at the House with the Landlord by letter, copied to the Tribunal. Photographs were produced. The issue of there being a Cess Pit which fails the tolerable standard was introduced as an issue.
  21. The Landlord responded that the septic tank had been emptied upon him being advised of the issue. He stated the House would not be re-let until all works needed were carried out.
  22. Further letter exchanges with the Landlord and Third Party Applicant were produced dated 4 December 2018.
  23. On 13 December 2018 the Third Party Applicant confirmed the Landlord Registration for the House had been removed of consent pending remedial works being done.
  24. The Landlord stated that as at 12 December 2018 the Tenant had not given formal notice.
  25. The Third Party Applicant confirmed that Dumfries and Galloway Council would be represented by Mr Black.

### **The Inspection**

26. On the morning of 17 December 2018, the Tribunal attended at the House. The Tribunal inspected the House in the presence of the Third Party Applicant Representative Mr Black, the Tenant and the Landlord. The weather conditions at the time of the Inspection were clear and dry. Photographs were taken during the Inspection and these are attached as a Schedule to this Decision.
27. The House is a detached single storey cottage in a rural setting. It is traditionally constructed with masonry external walls and external rendering. It has a pitched timber roof with a slate finish. It has masonry chimneys with a rendered finish. There is a flat roof section to the rear over the kitchen.

### **The Hearing**

28. Following upon the Inspection of the House, the Tribunal held a Hearing at 11.30 am in Lochvale House, Georgetown Road, Dumfries, DG1 4DF.
29. The Third Party Applicant was represented by Mr Adam Black, HMO Licensing and Private landlord Registration Manager.
30. The Landlord was present.
31. The Tenant was not in attendance having earlier indicated he did not wish to attend.
32. The Tribunal's preliminary findings of the Inspection were relayed to the Third Party Applicant's Representative and the Landlord, as detailed below. In addition to those matters initially raised in the Application the Parties agreed that the Septic Tank/Cesspit issue also needed addressed in this Hearing and should be included in the determination.
33. The Third Party Applicant's Representative generally agreed with the preliminary findings of the Inspection. He provided background information

wishing to stress to the Tribunal that the matters complained of in the Application had been intimated to the Landlord in May 2018 when he was first written to and that it was now December and the repairs had still not been addressed. Photographs had been sent to him on 17 & 22 May 2018 along with the outline report of defects. His inaction had prompted the making of this Application as it was considered there was no other option. He continued explaining that there had been adverse implications as the Tenant had occupied the House during the period whilst the repairing standard had been failed. He stated that the House had now been removed from the Landlord Register at the request of the Respondent and that he would require to re-register in due course once the repairing standard had been met before letting the House out. It was an offence to let the House whilst an unregistered landlord. The tank in the garden was a Cesspit and as such had implications as the House therefore failed the tolerable standard in addition. He sought completion of the works required in any RSEO sooner rather than later given that none had been carried out to date.

34. Documents that had not been crossed over to the Third party Applicant were excluded from consideration, without any prejudice to the Landlord.
35. The Landlord accepted that he had been contacted by the Third party Applicant as stated in May 2018 and provided with the list of alleged defects and photographs. He accepted no works had been carried out to date. He stated that he had taken some steps to move forward with repairs. He had initially been unsuccessful on several occasions when trying to secure the services of local builders due to historical issues surrounding a period when he owned the larger Estate property. He obtained a quotation in October 2018 from a contractor in Edinburgh which covered part of the works required, but not the roof repairs. He had received a quotation for the roof repairs in early November 2018 but wished to obtain another one or two competitive quotations before instructing the works. His intentions were to have the roof repairs carried out first, then the interior works and finally secure an Electrical Installation Certificate. His intention currently was to carry out the repairs then sell the House. He sought time to obtain other quotations before proceeding. He stated that his understanding was that the House had a Septic Tank when he purchased it and might have SEPA paperwork to this effect. It was agreed that any subsequent communications in that regard could take place directly between the Parties with the Tribunal receiving a copy.

## **The Evidence**

36. The evidence before the Tribunal consisted of written evidence in the form of the Application form with the supporting documentation and all communication exchanges along with the oral evidence at the Hearing.
37. The findings of the Inspection of the House that informed the Tribunal are as follows.
  - 1) There was evidence of dampness on the interior wall between the kitchen and back habitable room and on the external wall of the back habitable room including visible black mould and near to the window



recess. The Damp Meter readings at those locations were showing red and at the higher end of the scale.

- 2) The Damp Meter readings within the Livingroom and main bedroom at the front of the House were satisfactory.
- 3) There was evidence of black mould on a section of the ceiling of the bathroom near to the window area.
- 4) There were no mechanical extractors in either the bathroom or the kitchen.
- 5) The attic space had been partially insulated with glass wool type insulation to the rear of the House. The front section above the Livingroom and main bedroom however was devoid of insulation.
- 6) The wall head gable to the rear of the House was consistent in design with the style of the build. However, the mortar appeared on visual inspection to have deteriorated and required to be removed and replaced
- 7) The guttering had a defective joint which had been temporarily repaired at the front elevation. There was evidence of corrosion and it was noted that the corner section had corroded at the front East elevation. A downpipe was missing at the West elevation.
- 8) The fascia boards behind the guttering were decayed at parts and needed repaired or replaced.
- 9) At the East elevation wall there were holes in the stonework at ground level and there was a broken air vent cover.
- 10) The plug socket in the rear habitable room could not be inspected as there was no power supply at the time of inspection. The wall however around it was damp.
- 11) There was no current EICR for the House. The traditional fuse box may not meet current safety requirements.
- 12) A Gas boiler had been installed in the House. The Gas Safety Certificate was not available for inspection.
- 13) There were functioning interlinked and hardwired smoke detectors within the entrance hall and kitchen. There was not one in the Livingroom.
- 14) There was one Carbon Monoxide detector at the open fire in the Livingroom.
- 15) There was no Carbon Monoxide detector in the kitchen.
- 16) The chimneys were inspected from ground level. It appeared that the front chimney was haunched and required general repairs to both the mortar bedding and cope. The rear chimney similarly required general repairs to the mortar which appeared to have cracks.
- 17) There was what appeared to be a Cesspit in the rear garden, as opposed to a septic tank. It was a brick built chamber and it was difficult to assess where it drained to.

### **Summary of the issues**

38. The issue to be determined was whether the House meets the repairing standard as set out in section 13 (1) (a-g) of the Act, and whether the Landlord had complied with the duty imposed on him by section 14(1) (b) of the Act.

## **Findings in fact**

The Tribunal finds the following facts to be established:

- I. The Landlord is the registered owner and registered Landlord of the House.
- II. The tenancy between the Landlord and the Tenant is a tenancy to which the repairing standard applies.
- III. The Tribunal carefully inspected the House on 17 December 2018 and found that the House does not meet the repairing standard required under section 13 (1) (a, b, c, f &g) of the Act in respect of the matters complained of in the Application as at the date of Inspection, namely: there was dampness evident in the kitchen and back habitable room; there was black mould on the ceiling of the bathroom; there were no mechanical extractors in the bathroom or kitchen; the attic space was devoid of insulation in the Southern end; the wall head gable mortar had deteriorated and needed replaced; the guttering had a defective joint, there was evidence of corrosion and a downpipe was missing at the West elevation; the fascia boards behind the guttering were decayed at parts; at the East elevation wall there were holes in the stonework and an air vent cover was broken; there was no current EICR for the House ; a Gas Safety Certificate was not available; there was no smoke detector in the Livingroom; there was no Carbon Monoxide Detector in the kitchen; the front chimney was haunched and required repairs to the mortar bedding and cope; the rear chimney required repairs to the cracked mortar; and the Cesspit in the rear garden was deficient for foul water drainage.

## **Reasons for Decision**

39. There was evidence of dampness on the interior wall between the kitchen and back habitable room and on the external wall of the back habitable room including visible black mould. The Damp Meter readings at those locations were showing red and at the higher end of the scale. Accordingly, the repairing standard has not been met (section 13 (1) (a) of the Act.)
40. There was evidence of black mould on a section of the ceiling of the bathroom near to the window area. Investigation and repair of the dampness issue is needed by the landlord to meet the repairing standard (section 13 (1) (a) of the Act).
41. There were no mechanical extractors in either the bathroom or the kitchen when there was evidence of damp in those rooms. Accordingly, the repairing standard has not been met (section 13 (1) (a) of the Act.)
42. The attic space had been partially insulated with glass wool type insulation to the rear of the House. The front section above the Livingroom and main bedroom however was devoid of insulation. Accordingly, the repairing standard has not been met (section 13 (1) (a) of the Act.)
43. The wall head gable to the rear of the House was consistent in design with the style of the build. However, the mortar appeared on visual inspection to have deteriorated and required to be removed and replaced. Accordingly,

- the repairing standard has not been met (section 13 (1) (a) and (b) of the Act.)
44. The guttering had a defective joint which had been temporarily repaired at the front elevation. There was evidence of corrosion and it was noted that the corner section had corroded at the front East elevation. A downpipe was missing. Accordingly, the repairing standard has not been met (section 13 (1) (b) of the Act.)
  45. The fascia boards behind the guttering were decayed at parts and needed repaired or replaced. Accordingly, the repairing standard has not been met (section 13 (1) (b) of the Act.)
  46. At the East elevation wall there were holes in the stonework at ground level and there was a broken air vent cover. Accordingly, the repairing standard has not been met (section 13 (1) (a) and (b) of the Act.)
  47. There was no current EICR for the House. The traditional fuse box may not meet current safety requirements. An electrical safety certificate (EICR) for the House is required. The Tribunal considered that this was an urgent ongoing safety issue relating to the health and safety of any potential occupants given that there were possible electrical issues as alluded to in the Application. In terms of section 19A of the Act the landlord must before the start of the tenancy provide the tenant with a copy of the record of the most recent electrical safety inspection carried out and to satisfy the repairing standard, section 13(1) (c) of the Act.
  48. A Gas boiler had been installed in the House. The Gas Safety Certificate was not available for inspection. A landlord must comply with the Gas Safety (Installation and Use) Regulations 1998 and a tenant must be given a copy of the annual gas safety certificate showing that all gas installations and appliances have been checked by a Gas Safe registered engineer, to show that it meets the repairing standard in section 13(1) (c) of the Act.
  49. There were functioning interlinked and hardwired smoke detectors within the entrance hall and kitchen. 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 main living area, the room which is frequently used by the Tenant for general daytime purposes. Accordingly, the repairing standard has not been met (section 13 (1) (f) of the Act.)
  50. There was one Carbon Monoxide detector at the open fire in the Livingroom. There was no Carbon Monoxide detector in the kitchen which is required to provide satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health. Accordingly, the repairing standard has not been met (section 13 (1) (g) of the Act.)
  51. The chimneys were inspected from ground level. It appeared that the front chimney was haunched and required general repairs to both the mortar bedding and cope. The rear chimney similarly required general repairs to the mortar which appeared to have cracks. Accordingly, the repairing standard has not been met (section 13 (1) (a) and (b) of the Act.)

52. There was what appeared to be a Cesspit in the rear garden, as opposed to a septic tank. It was a brick built chamber and it was difficult to assess where it drained to. Accordingly, the repairing standard has not been met (section 13 (1) (a) and (c) of the Act.)

### Summary of Decision

The Landlord has therefore failed to comply with the duty imposed by section 14 (1) (b) of the Act and has not ensured that the House meets the repairing standard under sections 13(1) (a, b, c, f &g) of the Act in respect of the matters complained of in the Application. The Tribunal accordingly proceeded to make a Repairing Standard Enforcement Order as required by section 24(2) of the Act. The decision of the Tribunal is unanimous.

### Observations

53. The Tribunal made the following additional observations during the Inspection of the House:

- Areas of the external masonry render had become worn and in places the brickwork was exposed. This could potentially contribute to any water ingress issues.
- The windows appeared in need of general ongoing maintenance and refinished with paint to ensure they were fully operative in a reasonable state of repair and in proper working order
- The Landlord may wish to consider these matters when acting in respect of the other issues.

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.

In witness whereof, these presents type written on this and the preceding eight pages are executed by Susan Christie, Legal Member and Chair of the Tribunal at Glasgow on 18 December 2018 before this witness: -  
R Forbes

S Christie

witness

Legal Member and Chair

R Forbes

Name in full

Glasgow Tribunals Centre, 20 York Street, Glasgow G2 8GT Address

Glasgow, 18 December 2018  
This is the Schedule of Photographs referred to in the Decree  
of even date hereof Reference: FTS/HPC/RT/18/2234.  
S Christie

Photographic Schedule – Mid Cottage Warmanbie Estate Annan DG12 5LL

To Accompany Case reference: FTS/HPC/RT/18/2234

Date of Inspection: 17 December 2018



1 View taken facing north east



2 The front chimney (stonework, pointing and pot haunching defective)

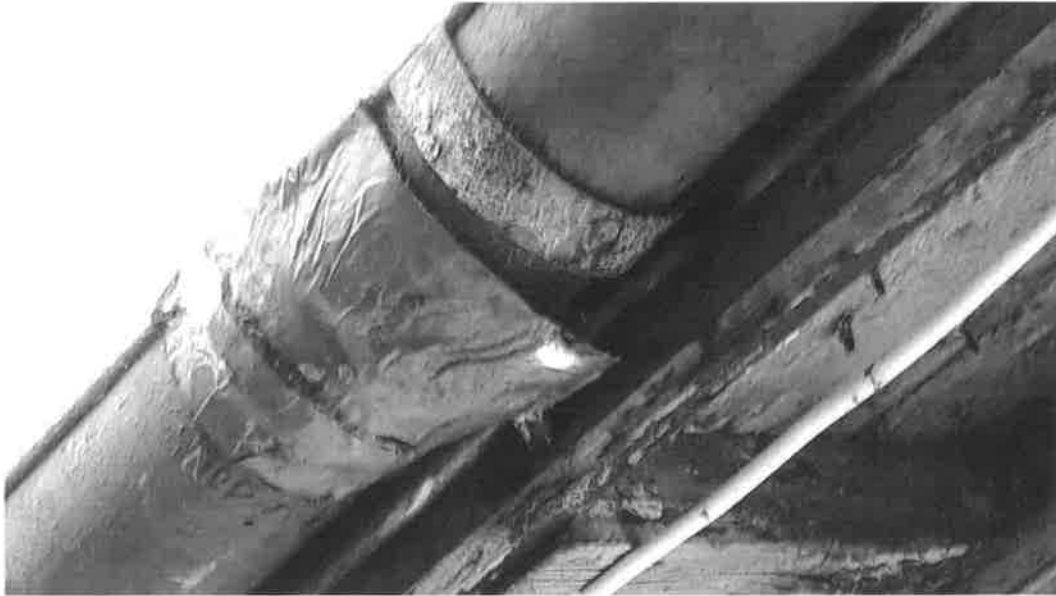


3 The rear chimney (stonework and pointing defective)

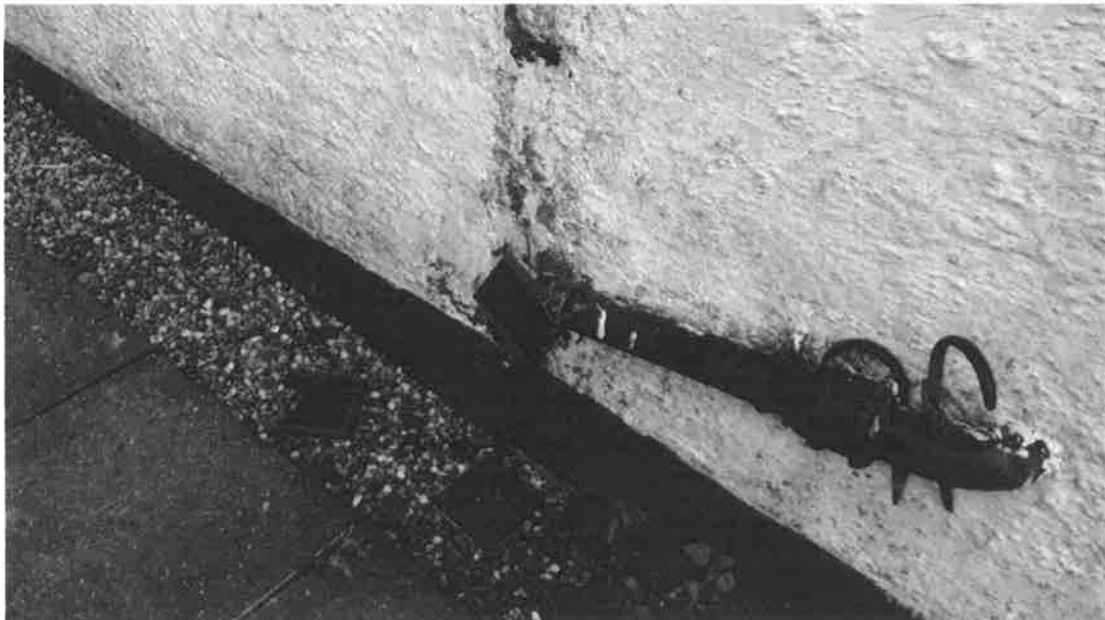


4 The rear roof gable end (defective cement mortar pointing)





5 The front elevation (patched cast iron gutter joint)



6 The side elevation west – missing downpipe)



7 An example of a defective section of the timber soffit at eaves



8 The side elevation east (hole in stonework and defective air vent)





9 Dampness in kitchen wall (separating wall from rear bedroom 2)



10 Dampness in kitchen wall (at entrance from front lounge)



11 Dampness at rear chimney breast in bedroom 2



12 Dampness at south east corner at base of wall in bedroom 2



13 Dampness at the window reveal in bedroom 2



14 Dampness on ceiling in bathroom



15 The kitchen boiler (no CO detector)



16 The lounge open fire (CO detector visible)



17 Smoke detector in entrance hallway



18 The electrical switchgear in the lounge high level cupboard





19 The cesspit in the rear garden