

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

---



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

**REPAIRING STANDARD ENFORCEMENT ORDER: Housing (Scotland) Act  
2006, Section 24(2)**

**Chamber Ref: FTS/HPC/RP/17/0043**

**Title no/Sasines Description: Land Register Title number MID131698**

**Flat 16, 18 Simpson Loan, Edinburgh, EH3 9GB  
("The House")**

**The Parties:-**

**Lucas Gregory, residing at Flat 16, 18 Simpson Loan, Edinburgh, EH3 9GB  
("the Tenant")**

**Graham Robert Henderson and June Mary Henderson, spouses, 24 Weir  
Avenue, Prestwick, KA9 2JY**

**("the Landlord")**

**NOTICE TO GRAHAM ROBERT HENDERSON AND JUNE MARY HENDERSON  
(the LANDLORD)**

**WHEREAS in terms of its decision dated 12 April 2017 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 and in particular that the  
Landlord has failed to ensure that the House meets the repairing standard in  
the following respects:**

- (a) the house is not wind and water tight and in all other respects reasonably fit  
for human habitation,*
- (b) the structure and exterior of the house (including drains, gutters and  
external pipes) are not 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 not in a reasonable state of repair and in proper working order,*
- (d) any fixtures, fittings and appliances provided by the landlord under the tenancy are not in a reasonable state of repair and in proper working order.*

the tribunal now requires the Landlord to carry out such work as is necessary for the purposes of ensuring that the House 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:

1. To repair or replace the sliding door/window and surrounding structures and mechanisms in the kitchen/dining/living area of the House to ensure that it is in proper working order and the house is reasonably fit for human habitation, in particular that the door/window can be safely and fully opened and closed.
2. To produce a report from a suitably qualified ventilation specialist to confirm that the installed ventilation system (including the boost function) in the House is in proper working order, has been maintained within the last six months in accordance with the manufacturer's guidelines and that the ducting is correctly and permanently connected to the fan unit in the ceiling area of the utility cupboard.

The tribunal orders that the works specified in this Order must be carried out and completed within 84 days from the date of service of this Notice.

## **Right of Appeal**

**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 an 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 Susanne L M Tanner, Queen's Counsel, legal member and chairperson of the tribunal at Edinburgh

S TANNER

chairperson

signed on 3 May 2017 (date) at Edinburgh

before this witness:-

witness

Aleksandra Mielakowska name in full

8/6 Elliot st. Address

E17 5LV Edinburgh



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

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

**Chamber Ref: FTS/HPC/RP/17/0043**

**Title no/Sasines Description: Land Register Title number MID131698**

**Flat 16, 18 Simpson Loan, Edinburgh, EH3 9GB**  
**("The House")**

**The Parties:-**

**Lucas Gregory, residing at Flat 16, 18 Simpson Loan, Edinburgh, EH3 9GB**  
**("the Tenant")**

**Graham Robert Henderson and June Mary Henderson, spouses, 24 Weir Avenue, Prestwick, KA9 2JY**  
**("the Landlord")**

**Tribunal members**

1. The First-tier Tribunal for Scotland (Housing and Property Chamber) ('the tribunal') members are Susanne Tanner, Q.C., legal member and chairperson; and Alex Hewton, ordinary member.

## **DECISION**

2. The tribunal, having made such enquiries as are 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 (hereinafter "the 2006 Act") in relation to the House, and taking account of the written documentation submitted by both parties and the parties' oral representations, determined that the Landlord has failed to comply with the duty imposed by section 14(1)(b) of the 2006 Act.
3. The tribunal proceeded to make a Repairing Standard Enforcement Order as required by section 24(2) of the 2006 Act.

4. The decision of the tribunal was unanimous.

### **The House**

5. The House is the subjects at Flat 16, 18 Simpson Loan, EH3 9GB, as more particularly described in Land Register Title number MID131698.
6. The House is a modern flatted property on the fourth floor of a purpose built residential block. (See external views in attached *Schedule of photographs, photographs 1 and 2*).
7. There is an internal hall with all rooms leading off it, including: an open plan kitchen/dining/ living area; one bedroom; a bathroom and a utility cupboard.
8. The block in which the House is situated is part of the Quatermile development in Edinburgh. There is a Deed of Conditions for the development. The factor is Quatermile Estates.

### **Parties**

9. The Tenant making the application is as designed above.
10. The Landlord is as designed above. The letting of the property is managed on the Landlord's behalf by letting agents, DJ Alexander, 24 Dundas Street, Edinburgh.

### **The Tenancy**

11. A copy of the short assured tenancy agreement for the House was lodged with the tribunal. The tenancy commenced on 11 July 2016 and the termination date is 10 July 2017. The tenancy agreement was signed on behalf of the Landlord by the Landlord's agents and the Tenant, on 5 July 2016.
12. The House appears to be let on a furnished or part-furnished basis.

### **Procedural Background**

13. By application received on 6 February 2017 (hereinafter referred to as "the Application"), the Tenant applied to the tribunal for a determination of whether the

Landlord had failed to comply with the duties imposed by section 14(1)(b) of the 2006 Act.

14. The Application stated that the Tenant considered that the Landlord had failed to comply with the duty to ensure that the House meets the repairing standard and, in particular, that the Landlord had failed to ensure compliance with the following paragraphs of section 13(1) of the 2006 Act:

*“(b) the structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and working order*

*\*\*\**

*“(d) any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and proper working order.”*

15. By reference to section 8 of the Application the Tenant complained that:

- a. “The extractor fan in the kitchen does not switch on, emit light or show any kind of indication that it functions. The landlord has indicated along with the instructed maintenance staff that it is a “silent extraction system” and there is nothing to be repaired. Despite this, there is no visible fan or vents in which to extract or ventilate, acting contrary to the landlord’s assertions. There is also a large amount of condensation within the kitchen/living area on the windows when cooking, or when the room is warm, and large puddles of water by the windows indicating a lack of adequate ventilation and extraction”.
- b. The window in the kitchen/living area is a large window that opens in the form of a large sliding door. The window cannot be opened due to issues with the rollers on the bottom of the window, which means that the window is detached from the guiding rail and, when opened, comes away from the structure and falls inwards. This has happened on one occasion and the safety barrier prevented it from falling on me and crushing me. This was reported to the landlord who instructed the window to be put back in place the next day and I was told not to open the window until the window is fully repaired. The issue occurred in early July and the issue remains unresolved. ...”

16. Correspondence was appended to the Application confirming that both issues were notified to the Landlord by the Tenant prior to entry and again to the Landlord’s Agents on 11 July 2016, the day that the lease began. Both issues have been re-reported by the Tenant to the Landlord and his agents on a number of occasions.

17. For the purposes of section 14(3) of the 2006 Act, and this decision, the two complaints have been notified by the Tenant to the Landlord and the Landlord's agents' prior to the application to the tribunal.
18. By letter of 21 February 2017, the President of the tribunal intimated a decision to refer the application under section 23(1) of the Act to the tribunal, for determination.
19. The tribunal served a Notice of Referral, Inspection and Hearing in terms of Paragraph 1 of Schedule 2 to the Act upon the Landlord and the Tenant.
20. On 6 March 2017 the Tenant submitted written representations.
21. On 13 March 2017 the Landlord submitted written representations with copies of email correspondence with various named parties.

#### **Summary of the Issue to be determined by the tribunal**

22. The issue to be determined is whether the House meets the repairing standard as laid down in section 13 of the 2006 Act and whether the Landlord has complied with the duty imposed by section 14(1)(b) of the 2006 Act.

#### **Inspection and Hearing – 4 April 2017**

23. The tribunal inspected the House on 4 April 2017. The Tenant and Landlord were both present during the inspection.
24. A hearing took place thereafter at Room D8, George House, 126 George Street, Edinburgh. The Tenant and the Landlord were both in attendance.

#### **Inspection and Schedule of photographs**

25. The weather at the time of the inspection was dry and bright.
26. Photographs were taken at the inspection, and a Schedule of said photographs is appended to and forms part of this decision.
27. The inspection revealed the following :
  - 27.1. The sliding door/window in the kitchen/dining/living area is the only window which could potentially be opened to allow fresh air into the room.

- 27.2. There are no other opening windows in the living area. (See *Schedule of photographs, no. 2 and 3*).
- 27.3. There is no means of allowing fresh air into the living area.
- 27.4. The only window in the property is a window in the bedroom (See *Schedule of photographs, no. 8*).
- 27.5. The sliding door/window is designed to run on a track. (See *Schedule of photographs, no. 4*).
- 27.6. There is a permanent internal safety metal and glass balustrade which is attached to the metal window frame and prevents easy internal access to the lower part of the sliding door / window (See *Schedule of photographs, no. 3*).
- 27.7. There is an installed ventilation /extraction system in the property.
- 27.8. The system appeared to be operational at the time of the inspection. The fan could be heard operating, particularly when standing in the hall/utility cupboard and bedroom area.
- 27.9. The fan unit is sited in the ceiling of a utility cupboard in the hall. The Tenant and Landlord did not have the tool to open this area at the inspection so the fan unit and piping leading to that unit was unable to be inspected by the tribunal.
- 27.10. There is access to piping through the bedroom. (See *Schedule of Photographs, no. 7*).
- 27.11. There is no standalone mechanical extractor fan in the kitchen area of the House. The unit above the hob appears to be part of the installed ventilation / extraction system in the property. (See *Schedule of photographs, no. 6*).
- 27.12. There is a booster switch (the left hand switch on a panel of four) next to the kitchen area of the room. Pressing this is intended to increase the flow of the ventilation system. (See *Schedule of Photographs, no. 5*).
- 27.13. The ventilation /extraction openings in the House appear to be: (i) the cavity in the unit above the hob (See *Schedule of Photographs, no 6*.) and (ii) above the mirrored cabinet in the bathroom (See *Schedule of Photographs, No 9*).



- 27.14. No condensation, pooling of water on sills, or mould spores on sills was seen on the windows in the kitchen/dining/living area at the time of the inspection or elsewhere in the House.

### **Submissions at the Hearing**

28. At the hearing the Tenant produced written submissions, together with four appendices containing photographs and a plan of the House. During the hearing the Tenant read out his written submissions and expanded on some points in his oral submissions.

29. The Landlord made oral submissions and also undertook to produce additional documentation to the tribunal by Friday 10 April, as further specified, below.

### **30. *Lack of an adequate ventilation/extraction system in the kitchen/living/dining – summary of parties' positions***

- 30.1. **The Tenant** complained that the extractor fan above the hob in the kitchen does not work. It has not been operational since the start of the tenancy in July 2016. The issue was brought to his attention by the previous tenant when the Tenant viewed the House in June 2016, prior to offering to let it. The Tenant was advised by the Landlord's Agents that the issue would be fixed. It was not repaired prior to the tenancy commencing. Various inspections and visits were arranged by the Landlord and his agents after the Tenancy commenced. The Tenant accepted that following said visits he has since been advised by the Landlord's agents and the Landlord that the appliance that looks like an extractor fan in the kitchen is not wired in or operational but that there is a "silent extraction system" installed in the House which is part of a central system in the block. The Tenant accepted that he can hear the system running continuously, particularly in the bedroom and the hall/utility cupboard areas. Despite the existence of the system, on certain dates there has been a lot of condensation on the windows when cooking and photographs were taken on 2 March 2017 (Appendix 1 of his written submissions). At other times pools of water have gathered on the lower sills and photographs were taken on 27 January 2017 (Appendix 2 of his written submissions). Mould spores have grown and photographs were taken on 15 March 2017 (Appendix 3 of his written submissions). The Tenant asked the Landlord to arrange for a cleaner to remove the mould spores from these areas and accepted that the Landlord had personally attended and cleaned off the mould. The Tenant accepted that on 21 March 2017, during a service visit by a ventilation specialist, he was shown the boost switch on the panel next to the kitchen area. He accepted that when the switch is pressed it

seems to increase the rate of extraction / ventilation in the House but he cannot comment about whether it actually results in a satisfactory level of extraction or ventilation in the House. He accepted that the Landlord had subsequently attended to fit a new filter in the fan unit. However, the Tenant pointed out that the pipe that connects the fan in the utility cupboard to the cavity in the extractor unit in the kitchen is connected by tape and the pipe is not properly sealed. The Landlord has advised him that this will be attended to at a later date but no date has yet been provided. The Tenant's ultimate submission was that he remains of the view that even after the service visit on 21 March 2017, subsequent maintenance by the Landlord and the use of the booster switch, the extraction / ventilation system in the House performs inadequately. He accepted that the proper and permanent connection of the pipe to the fan unit, which the Landlord has said will be done, may improve the performance. He stressed that the combination of the extraction/ventilation problem with the problem with the sliding door/window are all the more unacceptable as they have occurred together. No photographs were produced subsequent to the service visit on 21 March 2017 or following the filter being changed.

**30.2. The Landlord** stated that he now knows that the unit that appears to be an extractor fan above the hob in the kitchen was put in by the developers for aesthetic reasons only and does not contain a mechanical extraction unit. He did not know this until he made inquiries with the factor and the developer. He had, by that point, instructed an electrician to attend and connect what he thought was an extractor unit but there was nothing to connect other than a light. The Landlord was advised by the developer and factor that there is a "silent ventilation system" in the House which is part of a system in the block and there is no need for a separate extractor unit in the kitchen. The Landlord advised his agents and the Tenant about this. The Landlord was not told about the booster switch until March 2017 and after he was advised, he showed the Tenant how to use it. The Landlord advised that in early March 2017, he obtained details of a specialist contractor from the factor. He then instructed the company, Fisher Group, to attend and service the ventilation / extraction system in the House. He said that there was a report of the work carried out and an invoice. He did not have copies at the hearing but undertook to forward the same to the tribunal by Friday 7 April. He said that following the visit he had attended at the property and changed the filter. He said that the outlet pipe connected to the fan unit was connected with tape and still required a permanent repair. He said he was waiting for the Fisher Group's next visit to Edinburgh which he expected to be by 14 April 2017, and that they would be instructed to fix the pipe with permanent clips. In relation to the installed ventilation / extraction system, the Landlord submitted that the system was now in proper working order, subject to the pipe being permanently affixed, as described.

### **31. Sliding door/window in open plan kitchen/dining/living area – summary of parties' positions**

31.1. The **Tenant** stated that the sliding door/window has not been in proper working order since prior to the start of his Tenancy and this remains the position. As with the extractor fan issue, this was brought to his attention by the previous tenant in June 2016 and it was a condition of his offering to let the property that the repair be attended to by the Landlord. The Tenant offered the Landlord and his Agents access at the start of his tenancy to attend to the repair. There has been no attempt to repair it at any time. The Tenant attempted to open the sliding door/window on one occasion early in the tenancy and it came off its runners and would have fallen inwards onto him were it not for the permanent internal metal and glass balustrade which stopped it from falling any further. The Landlord attended and replaced it on its runners. The Tenant was then advised by the Landlord and the Landlord's agents not to attempt to open the door/window until it was repaired. There are no other opening windows in the room and there is no other way of getting fresh air into the open plan room, which also includes the kitchen. As noted above, this has led to problems with condensation, pooling of water on the sills and the growth of mould spores on the sills. The Tenant accepted that the Landlord had offered him compensation of £175 in total for the inconvenience of both repairs issues but the Tenant declined the offer on the basis that he deemed it to be insufficient given the amount of rent he paid and the length of time over which he has endured the problems. In December 2016 and January 2017, the Tenant withheld rent because of the issues but this has now been paid and he is no longer in arrears. The Tenant accepted that he had been made aware of a number of issues that the Landlord has experienced with effecting the repair including internal access, external access, prohibitive costs to the block and the delivery of parts, but his ultimate submission was that he has been without the use of the sliding door/window throughout his tenancy and the House is therefore in an unacceptable standard of repair.

31.2. The **Landlord** accepted that he has been aware since prior to the start of the tenancy that the sliding door/window has not been operational. The Landlord accepts that the sliding door/window requires to be repaired or replaced. While acknowledging that the Tenant complained about the issue prior to, and at the start of, the tenancy, and has repeated the complaints during the tenancy, the Landlord explained that there have been issues preventing or delaying a repair, which can be summarised as follows: (i) determining whether it is a common part and which party or parties has/have responsibility for repairs; (ii) obtaining parts; and (iii) access problems, in that

the internal metal and glass balustrade makes internal access for repair difficult.

31.3. In relation to (i) the factor has accepted that the sliding door/window structure is a common part. On that basis, the factor had previously advised the Landlord that the service charge for the block would meet the cost of the necessary repairs. The factor has recently advised the Landlord that he, as owner, will require to claim through the Zurich insurance policy applicable to the House and the service charge will meet any excess on the claim. The Landlord is awaiting the factor providing the necessary documentation to progress this. No such claim has yet been lodged and it unknown how long it will take to progress a claim should the insurer accept liability. In relation to (ii), it is the Landlord's current understanding that the factor is now holding the correct rollers for the repair to be effected. In relation to (iii) the most recent contractor to quote was Topek, who attended on 21<sup>st</sup> March 2017. The Landlord and Tenant were present. Topek have suggested two proposals and provided quotes. The Landlord had not seen the proposals as at the date of the hearing but understood that both proposals could be carried out with internal access through the House, thus a crane would not be required for external access, as previously thought. There appear to be two aspects to the repair: fitting new rollers on the bottom of the door and secondly repair of the track upon which the door/window runs, which would require a specialist contractor. The issue with the track was a matter that had not previously been raised with the Tenant or mentioned in written representations by the Landlord in connection with the Application. In addition to the Landlord's written representations and oral submissions, regard was had to the terms of the lodged correspondence between the Landlord and representatives of the developer, factor and various contractors.

#### **Undertakings and documentation provided after the hearing**

32. On 4 April 2017, shortly after the hearing, the Tenant submitted an email in relation to the said issue with the track which had been raised by the Landlord for the first time at the end of the hearing. A copy of the same was forwarded to the Landlord and the contents of the email were taken into account by the tribunal.

33. On 6 April 2017 the Landlord submitted an email attaching information in relation to the ventilation system and the sliding door/window. It was forwarded to the Tenant for information and taken into account by the tribunal.

34. On 6 April 2017, the Tenant submitted a further email confirming that the Landlord had attended at the House to fit connecting clips to the pipework attaching to the fan unit in the utility cupboard but that as the Tenant had no

access to the area he could not confirm if the work had been completed. He also intended to monitor performance of the system over the coming weeks.

35. During the hearing the Landlord had undertaken to produce a report and invoice in relation to the said service visit in March 2017 by Fisher Group. The Landlord submitted a further two emails on 7 April 2017 attaching (i) further submissions dated 4 April 2017 (ii) an invoice and service report from Fisher Group dated 30 and 21 March 2017 in relation to the ventilation system and (iii) photographs of aspects of the ventilation system and the track for the sliding door/window. Within the emails the Landlord advised that he attended at the House on 6 April and secured the ducting hose to the main vent and attached a photograph showing the same. It is noted by the tribunal that the document referred to as a "report" from Fisher Group does not provide details of any work carried out by the engineer during the said visit beyond inspecting the system and noting that the Landlord intended to fit a filter.

### **Reasons for the Decision**

36. The tribunal made the following findings-in-fact:

- a. The Landlord is the registered owner of the House.
- b. A tenancy exists between the Landlord and Tenant.
- c. The Tenant took possession of the House, on 11 July 2016.
- d. The provisions of Chapter 4 of Part I of the 2006 Act apply to the tenancy.
- e. The Tenant notified the Landlord and the Landlord's letting Agent about the defects in the House, which defects are now the subject of the Application by the Tenant.
- f. The sliding door / window in the kitchen/dining/living room is not operational and requires to be repaired / replaced.
- g. The installed ventilation / extraction system appears to be operational and features a boost function. However, the tribunal was unable to determine from inspection or from documents produced to it the extent of any recent repairs and service and whether it was operating correctly. The tribunal had also been advised that a pipe required to be permanently and securely connected to the fan unit in the utility cupboard.

37. The tribunal was satisfied that in respect of both items in the Application the property did not meet the repairing standard:

- a. The sliding door/window in the living area is not in proper working order in that it cannot be opened (Section 13(1)(a) and (b) of the 2006 Act).
- b. The ventilation / extraction system in the property is not in proper working order to the extent that (i) the ducting in the utility cupboard in the hall requires to be affixed to the fan unit by means of permanent clips and (ii) confirmation is required from a suitably qualified ventilation contractor that the ventilation system, including the boost function, had been serviced in accordance with the manufacturer's recommendations and is in proper working order, including the permanent affixing of the pipe to the fan unit in the utility cupboard (Sections 13(1)(a) and (d) of the 2006 Act).

38. Because the tribunal determined that the Landlord has failed to comply with the duty imposed by Section 14(1)(b) of the 2006 Act in respect of the items listed, it must require the Landlord to carry out the works necessary for meeting the repairing standard and have therefore issued a Repairing Standard Enforcement Order in terms of Section 24(2) of the 2006 Act.

### **Repairing Standard Enforcement Order (RSEO)**

39. The tribunal made an RSEO.

40. Having decided to make an RSEO, the tribunal considered the length of time which should be provided for compliance. The tribunal elected to impose a period of **84 days** having regard to the fact that an insurance claim requires to be lodged and progressed, as noted above, together with involvement of the factor and a contribution from the block service charge. The tribunal recognises that the date for effecting repairs will be close to the end of the tenancy but determined that a shorter period would not be adequate in the circumstances.

### **Right of Appeal**

41. 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**

42. 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.

S TANNER

Signed  
Legal Member and Chairperson of the tribunal

Susanne L M Tanner, Queen's Counsel,

Date 12 April 2017

## **SCHEDULE OF PHOTOGRAPHS**

**PROPERTY ; Flat 16, 18 Simpson Loan, Edinburgh, EH3 9GB**

**REF: FTS/HPC/RP/17/0043**

**DATE: 4<sup>th</sup> April 2017**

**Photo 1 – Exterior of property**

**Photo 2 – Exterior of flat ( with computer in window )**

**Photo 3 – Internal glass safety balustrade**

**Photo 4 – Bottom track for door to open**

**Photo 5 – Booster switch (left) for fan**

**Photo 6 – Kitchen extract**

**Photo 7 – Bedroom access to vent system**

**Photo 8 – Bedroom opening window**

**Photo 9 – Bathroom extract**



**Flat 16, 18 Simpson Loan, Edinburgh, EH3 9GB – Schedule of photographs taken at the inspection on 4<sup>th</sup> April 2017. REF : FTS/HPC/RP/17/0043**



**Photo 1 – Exterior of property**

**Photo 2 – Exterior of flat ( with computer in window )**



**Photo 3 – Internal glass safety balustrade**

**Photo 4 – Bottom track for door to open**

**Flat 16, 18 Simpson Loan, Edinburgh, EH3 9GB – Schedule of photographs taken at the inspection on 4<sup>th</sup> April 2017. REF : FTS/HPC/RP/17/0043**



**Photo 5 – Booster switch (left) for fan**



**Photo 6 – Kitchen extract**



**Photo 7 – Bedroom access to vent system**



**Photo 8 – Bedroom opening window**

**Flat 16, 18 Simpson Loan, Edinburgh, EH3 9GB – Schedule of photographs taken at the inspection on 4<sup>th</sup> April 2017. REF : FTS/HPC/RP/17/0043**



**Photo 9 – Bathroom extract**

**This is the Schedule of photographs referred to in the First-Tier Tribunal decision dated 12 April 2017**

**Susanne Tanner , Chairperson**