

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: PRHP/RP/16/0186

Title no/Sasines Description: Land Register Title number MID28174

**4 Edmonstone Drive, Danderhall, Dalkeith, EH22 1QQ
("The House")**

The Parties:-

**Miss Lynn Dewar, residing at 4 Edmonstone Drive, Danderhall, Dalkeith, EH22
1QQ
("the Tenant")**

**Mr William Williamson, previously residing at 1 Kintail Court, Balgeddie,
Glenrothes, Fife, KY6 3PU and now residing at 15 Craighill Gardens,
Edinburgh, EH6 4RJ and Mr Finlay Williamson residing at 15 Craighill Gardens,
Edinburgh, EH6 4RJ**

("the Landlord")

**represented by his agent, Forth Property Management, 40 Liberton Place,
Edinburgh, EH16 6NA**

**NOTICE TO WILLIAM WILLIAMSON AND FINLAY WILLIAMSON
(the LANDLORD)**

**WHEREAS in terms of its decision dated 13 December 2016 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 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 in a reasonable state of repair and in proper working order,
(c) the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are in a reasonable state of repair and in proper working order,
(d) any fixtures, fittings and appliances provided by the landlord under the tenancy are 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 all windows with defective frames so that the house is wind and watertight and otherwise reasonably fit for human habitation.
2. To repair or replace the front and rear doors so that they are draught-proofed, made to fit the door frames and to ensure that the front door Yale lock is capable of operating properly and securing the door.
3. To repair or replace the front door mortice lock with an operational lock.
4. To replace the bathroom light fitting with a fitting that complies with current standards.
5. To repair or replace the uneven and loose area of flooring in the upstairs front bedroom so that it is level and secure.
6. To produce to the tribunal office a valid and up to date Gas Safety Certificate for the House issued by a Gas Safe registered engineer which confirms that the central heating system is in safe, working order.

The tribunal orders that the works specified in this Order must be carried out and completed within 56 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, chairperson of the tribunal at

signed on 14 December 2016 (date) at Edinburgh
before this witness:-

L A Millar _____ witness Susane LM Tanner _____ chairperson

Louise Millar _____ name in full

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EDINBURGH, EH1 1RF.

Housing and Property Chamber

First-tier Tribunal for Scotland



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

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

Chamber Ref: PRHP/RP/16/0186

Title no/Sasines Description: Land Register Title number MID28174

**4 Edmonstone Drive, Danderhall, Dalkeith, EH22 1QQ
("The House")**

The Parties:-

**Miss Lynn Dewar, residing at 4 Edmonstone Drive, Danderhall, Dalkeith, EH22 1QQ
("the Tenant")**

Mr William Williamson, previously residing at 1 Kintail Court, Balgeddie, Glenrothes, Fife, KY6 3PU and now residing at 15 Craighill Gardens, Edinburgh, EH6 4RJ and Mr Finlay Williamson residing at 15 Craighill Gardens, Edinburgh, EH6 4RJ

("the Landlord")

represented by his agent, Forth Property Management, 40 Liberton Place, Edinburgh, EH16 6NA

DECISION

1. The First-tier Tribunal for Scotland (Housing and Property Chamber) ('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 attached to the application 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.

2. The tribunal proceeded to make a Repairing Standard Enforcement Order as required by section 24(2) of the 2006 Act.
3. The decision of the tribunal was unanimous.

The House

4. The House is the subjects at 4 Edmonstone Drive, Danderhall, Dalkeith, EH22 1QQ as more particularly described in Land Register Title number MID28174.
5. The House is a two storey semi-detached property (right hand side) situated in a cul-de-sac of similar properties. (See external front and rear views in attached Schedule of photographs, nos. 1 and 2).

Parties and parties' representatives

6. The Tenant making the application is as designed above. As at the date of the inspection and hearing on 29 November 2016 a copy of the tenancy agreement for the House had not been produced but the Landlord's Agent undertook to produce the same to the tribunal following the hearing. Later on 29 November the Landlord's Agent sent an email attaching a copy of an AT5 form (in terms of Section 32 of the Housing (Scotland Act 1988)) in respect of the House dated 19 June 2013 and signed by the Tenant and Daniel McLeod on 20 June 2013. There was no tenancy agreement attached to the Agents' said email. It is understood that the Tenant has a joint and several short assured tenancy of the House with Daniel McLeod. Daniel McLeod attended the inspection and hearing with the Tenant on 29 November 2016.
7. The Landlord is as designed above. The Landlord has appointed an agent, Forth Property Management, 40 Liberton Place, Edinburgh, EH16 6NA. The tenancy of the House is managed by Paul Fraser. The Landlord's agent made written and oral representations on the Landlord's behalf in connection with the application and attended the inspection and hearing on 29 November 2016.

The Tenancy

8. As noted above, the Tenant did not provide a copy of the tenancy agreement for the property at the time of making the application and the tribunal has not seen a copy of the tenancy agreement. It is understood that the Tenant and Daniel McLeod are named jointly and severally on a short assured tenancy

agreement which began around three years ago (apparently on or after 20 June 2013), initially as a six month short assured tenancy, which has been extended on a number of occasions.

9. The House appears to be let unfurnished or part-furnished.
10. The Tenant produced a letter from Midlothian Council dated 21 September 2016 confirming that she and Daniel McLeod receive Housing Benefit in respect of the rent for the House, which benefit is paid directly to the Landlord's agent.
11. Notice to quit was served by Sheriff Officers on the Tenant on 15 July 2016.
12. The Tenant did not move out of the House on or before 15 September 2016.
13. The Tenant intends to move out of the House on 30 November 2016.

Procedural Background

14. By application received on 9 May 2016 (hereinafter referred to as "the Application"), the Tenant applied to the former Private Rented Housing Panel ("the PRHP"), now the tribunal (from 1 December 2016) for a determination of whether the Landlord had failed to comply with the duties imposed by section 14(1)(b) of the 2006 Act.
15. 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:

"(a) the house is wind and water tight and in all other respects reasonably fit for human habitation".
16. The Application made reference to and incorporated a list of complaints notified by telephone to the Landlord by Douglas Brown, Environmental Health, Midlothian Council, Dalkeith, following an inspection of the House on 18 February 2016. After Mr Brown made the Landlord's representative aware of the repairs issues at the House, the Landlord's representative agreed to inspect the House and effect any necessary repairs within a reasonable time. Following the Tenant's said application to the PRHP (now the tribunal), said list of complaints was re-notified in writing to the Landlords' representative by letter dated 23 June 2016 ("the complaint letter") and receipt was acknowledged by the Landlord's representative. For the purposes of section

14(3) of the 2006 Act and this decision the complaint letter is taken to form the list of complaints notified by the Tenant to the Landlords' representative prior to the application to the PRHP (now the tribunal).

17. By reference to the complaint letter, the Tenant complained that:

- a. The windows (single glazed units) were in very poor condition and the frames were rotting to the point that the glass was at risk of falling out. The condensation was running down the inside of the windows and pooling on the internal sills.
- b. The front and back doors are poorly fitting and daylight is visible around the perimeter of both doors.
- c. The lock on the front door was not holding securely because of the gap, making locking and unlocking very difficult.
- d. Smoke and heat detection were insufficient.
- e. No extraction in the bathroom or kitchen is contributing to high levels of moisture in the property.
- f. There was an open light fitting in the bathroom that [Mr Brown] requested be changed to a sealed unit.
- g. The flush handle on the toilet is broken.
- h. The floorboards in the front room were insecure and very uneven and [there was] no threshold at the door.
- i. Wall and floor tiling in the bathroom [is] in poor condition with broken tiles and missing grout.
- j. The property is fitted with a very old heating system that is expensive to run and very inefficient.
- k. The property condition is poor and in need of redecoration and basic repairs.

18. By letter of 13 October 2016, the President of the PRHP (now the tribunal) intimated a decision of 30 September 2016 to refer the application under section 23(1) of the Act to a Private Rented Housing Committee (hereinafter referred to as "the Committee"), now the tribunal, for determination.

The tribunal (formerly the Committee of the PRHP)

19. The tribunal (formerly the Committee of the PRHP) comprised the following members: Susanne Tanner, Chairperson; Mike Links, Surveyor Member.
20. The Committee of the PRHP (now the tribunal) served Notice of Referral in terms of Paragraph 1 of Schedule 2 to the Act upon the Landlord and the Tenant.

Summary of the Issue to be determined by the tribunal

21. 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 – 29 November 2016

22. The Committee of the PRHP (now the tribunal) inspected the House on 29 November 2016. The Landlord was not present but was represented by Mr Fraser and Mr Fraser Jnr from the Landlord's agent. The Tenant was present, together with Daniel McLeod (named on the AT5 form and apparently named on the tenancy agreement, as noted above).
23. A hearing took place thereafter at Room D8, George House, 126 George Street, Edinburgh. Mr Fraser and Mr Fraser Jnr were present on behalf of the Landlord. The Tenant and Daniel McLeod were in attendance.

Inspection and Schedule of photographs

24. The Committee of the PRHP (now the tribunal) confined its inspection on 29 November 2016 to the items of complaint detailed within the complaint letter and incorporated into the Tenant's application.
25. Twenty-two photographs were taken at the inspection, and a schedule of said photographs is appended to and forms part of this decision.
26. At the time of the inspection the Tenant was in the process of removal from the House.
27. The weather at the time of the inspection was dry.

28. The inspection revealed:

- a. The windows are partly single glazed units. No obvious issues were noted externally. Internally the front upstairs bedroom window was noted to be in very poor condition with a rotting frame. No evidence of condensation was observed during the inspection. The Tenant performed a demonstration of water ingress at the left hand side of the kitchen window. When water was directed at the kitchen window by the Tenant with the use of a garden hose there was water ingress and pooling on the window sill. See Schedule of Photographs, nos 3, 13, 15 and 22.
- b. The front door was poorly fitting and daylight was visible around the perimeter of the door. The back door was poorly fitting and daylight was visible around the perimeter of the door. Neither door had adequate draught exclusion. See Schedule of Photographs nos. 6 and 8.
- c. There are two locks on the front door – a mortice lock and a yale lock. The mortice lock appeared to be broken. There was no key to test the mortice lock. The yale lock was not holding securely because of the gap around the perimeter of the door making locking and unlocking very difficult and the House potentially insecure. There was no issue with the back door lock. See Schedule of Photographs nos. 4, 5 and 7.
- d. Hard-wired interlinked smoke and heat detectors are installed in the kitchen, the lower hall, the upper landing and the lounge. When tested the alarms were operational. There is a carbon monoxide detector in the lounge (in which the boiler is situated). See Schedule of Photographs nos. 9, 10, 11 and 12.
- e. There is no mechanical extraction in the bathroom or kitchen. However, both rooms have an opening window and moisture levels were not noted to be high at the time of the inspection. See Schedule of Photographs nos. 19 and 22.
- f. There was an open light fitting in the bathroom which does not comply with current IP standards for a fitting in such a position. See Schedule of photographs no. 20.
- g. The flush handle on the toilet was operational. See Schedule of Photographs no. 16.

- h. In the upstairs front bedroom there was an area of uneven and loose flooring to the right hand side of the window. The floorcovering (carpet) was not lifted during the inspection. Nothing of note was observed in relation to the threshold at the door. See Schedule of photographs no. 14.
- i. The wall and floor tiling in the bathroom is in poor condition. Some remedial repairs appear to have been carried out on a tile next to the bath and shower screen. Moisture levels were tested in that area and the reading was normal. Nothing of note was observed in relation to the floor tiling. See Schedule of photographs no. 17 and 18.
- j. The heating system in the property is run using a back boiler situated behind the fitted gas fire in the lounge. The boiler could not be inspected. The heating was unable to be tested as the Tenant had not paid for a gas card. The Tenant confirmed during the inspection that up until 28 November 2016 the boiler and heating system had been operational although some radiators took longer to heat than others. The Landlord advised that there was a valid gas safety certificate but this was not available at the time of the inspection. See Schedule of photograph no 21.
- k. No inspection was carried out in respect of the decoration or “basic repairs” in the complaint letter that were not further specified or notified by the Tenant to the Landlord.

Submissions at the Hearing

General

- 29. The Landlord's Agent undertook to provide a copy of the tenancy agreement to the Committee (now the tribunal) by email, together with a copy of the Gas Safety Certificate. (As noted above, following the inspection and hearing on 29 November 2016, the Agent emailed a copy of an AT5 form served on the Tenant in respect of the House on 19 June 2013. No tenancy agreement was produced. A valid Gas Safety Certificate issued by a Gas Safe Engineer dated 7 March 2016 was also produced by the Landlord's Agent by email on 29 November 2016.)
- 30. The Landlord's Agent accepted on behalf of the Landlord that various repairs were required at the House. Some remedial works have been carried out since the said verbal notification of the complaints list. There have been attempts by the Landlord's Agent to effect further repairs since that time but

there have been access issues at the House and communication issues between the Tenant and Landlord's Agent, as well as the Tenant and contractors instructed to attend at the House, and as a result some repairs identified by the Agents as necessary remain outstanding.

31. The Landlord's Agent accepted that the recent focus has been to obtain vacant possession of the House following service of the notice to quit on 15 July 2016. There have been no discussions between the owner and his Agent as to his intentions for repairs at the House once vacant possession is obtained.
32. The Tenant has intimated written intention to move out of the House on 30 November 2016 and at the hearing, the Tenant confirmed that she and Mr McLeod intended to vacate the property on 30 November 2016.
33. The Tenant provided a forwarding address to the tribunal for future correspondence.
34. Submissions were made by both parties in respect of the specific items on the complaints list lettered a to k, as above:

- **Windows.** The Tenant stated that there is condensation on the windows when the heating is on. The window frame in the front bedroom is the one that is of particular concern. In the living room the Tenant can hear the wind coming through the window. The kitchen window leaks in heavy rain, in a similar way to what was seen at the inspection. The Tenant advised that had the windows been replaced they were going to make an application in respect of a grant for installation of a new boiler. The first time that someone was due to attend in respect of measuring for new windows, the company cancelled due to traffic problems. Fiona Fraser at the Landlord's Agent had asked the Tenant for pictures of the windows and doors. The Tenant was unable to keep the appointment due to personal health reasons. Other appointments were made that the Tenant was unable to keep. The Tenant accepted that there had been access issues which had resulted in the company which had been instructed being unable to measure for (or fit) replacement windows. The **Landlord's Agent** stated that not all of the windows are as bad suggested in the complaint and that two bedroom windows appear to need immediate attention, the upstairs front bedroom and one of bedrooms at the back. There is no appointment for the double glazing company to re-attend and the intention was to await vacant possession before taking further instructions from the Landlord.

- **Front and back doors.** The Tenant submitted that there have been issues with the front door since the start of the tenancy and although there have been some attempts fix it, it has actually made the problem worse. The front door rattles in the wind and the lower hall is very cold. There was nothing submitted in relation to the back door. The Landlord's Agent accepted that the front door is not well insulated and the lower hall is draughty. The Landlord had a quotation for replacement windows which included replacement of the door, but this was not progressed due to the access problems referred to.
- **Front door lock.** The Tenant submitted that no key was ever provided for the mortice lock and in any event it is broken. The yale lock does not properly secure the door because the door is ill fitting. The Landlord's Agent accepted that the front door is not secure. He believed the Tenant would have been provided with a mortice key but accepted that the mortice lock was defective in any event.
- **Smoke and heat detection.** The Landlord's Agent advised that after the issue had been brought to their attention by Douglas Brown, arrangements had been made to fit new alarms which were seen at the inspection. The carbon monoxide detector was replaced in February at the time of the most recent gas safety check. The Tenant confirmed that this was the position.
- **Mechanical extraction in the bathroom and kitchen.** The Landlord's Agent advised that the electrician who fitted the smoke alarms was also authorised to fit new mechanical ventilation units in the kitchen and bathroom. The electrician arranged for another contractor to cut the core holes prior to the electrical work being carried out. The Agent's understanding was that the whole job would be done within a day and if not, that the holes could be plugged overnight. The Tenant confirmed that the work had been instructed, and that the electrician had attended, but that the electrician advised the Tenant that holes required to be drilled in both rooms by another contractor and that the electrician would return the following day to do the electrical work. As a result, the Tenant refused to allow the work to be carried out at that time but made an arrangement with the electrician to telephone if they could arrange for the whole job to be done in one day. The Tenant had heard nothing further. The Landlord's Agent accepted that no further arrangements had been made after the refusal to allow the work to be carried out.

- ***Open light fitting in the bathroom.*** The Tenant had nothing to say in relation to the light fitting other than it was in place when they moved in. The Landlord's Agent advised that the electrician was asked to replace light fitting but due to the same access problems referred to above he did not go back. **The Landlord's Agent** accepts that light fitting needs replaced with one that meets current standards.
- ***The flush handle on the toilet.*** The Landlord's Agent advised that this had been repaired following the initial notification and the Tenant confirmed that is the case and that it is operational.
- ***Floorboards in the front bedroom.*** The Tenant advised that the area of flooring in question is uneven and loose. **The Landlord's Agent** accepted that a repair or replacement of the affected board(s) is required and that without lifting the carpet it is hard to know exactly what the issue is.
- ***Wall and floor tiling in the bathroom.*** The Tenant advised that the tiles had been pushed out from the wall at one stage. Contractors attended and took some tiles off the wall. Further up the wall the grout has cracked again. They have not seen any evidence of leakage. **The Landlord's Agent** advised that over the years there have been some tile repairs, mostly of a "make-do" nature, but he does not think that any of these repairs post-date the inspection and notification by Douglas Brown. On behalf of the Landlord he obtained a quotation for replacing tiles with laminate wall board but repairs never took place because by this stage various arrangements for access had fallen down and the owner was considering his options in respect of continued letting of the property.
- ***The heating system.*** The Tenant said that when there is gas the heating system is operational and although it takes some time all of the radiators eventually heat up, even up to the top. The Tenant asked the gas engineer to look at radiators at the last service in February 2016 and he said they were fine. The Tenant accepted that the heating could not be tested at the inspection on 29 November 2016 because there was no gas. When there is gas, the Tenant also has the use of a gas fire in the living room. **The Landlord's Agent** has a gas safety certificate and advised that they would forward a copy of the same to the tribunal. (As noted above, it was produced by email later on 29 November 2016.) The Landlord's Agent accepted that the heating system is old and, in modern standards, inefficient but there is a gas safety certificate and it is serviced annually. Their hope had been to

come to an agreement with tenants that if the Landlord paid for double glazing that they could get a grant for the heating system.

- ***Property condition and general repairs.*** Due to the fact that there has been no notification of any other specific repairing standard issues no submissions were requested from the parties.

Reasons for the Decision

35. 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 in terms of which the Tenant's housing benefit is paid directly to the Landlord's Agent.
- c. It is unknown when the Tenant took possession of the House, although it appears to have been on or after the date of service of the AT5 Form on 19 June 2013. The Tenant has indicated an intention to remain in occupation until 30 November 2016 on which date they shall remove from the House.
- d. The provisions of Chapter 4 of Part I of the 2006 Act apply to the tenancy.
- e. Douglas Brown from Environmental Health at Midlothian Council notified the Landlord's Agent about the defects in the House which he had identified during an inspection, which defects are now the subject of the Application by the Tenant.

36. The tribunal determined that it was the Tenant's intention to vacate the House on 30 November 2016.

37. The tribunal was satisfied that in respect of the following items on the complaint letter the property did not meet the repairing standard:

- (a) Some windows had defective frames, in particular the upstairs front bedroom as noted during the inspection and one of the rear bedrooms as identified by the Landlord's Agent. (Section 13(1)(a) and (b) of the 2006 Act).
- (b) The front and rear doors require to be draught-proofed and made to fit the frames. (Section 13(1)(a) and (b) of the 2006 Act).

- (c) The front door mortice lock is defective and requires to be replaced with an operational lock. (Section 13(1)(a), (b) and (d) of the 2006 Act).
- (f) The bathroom light fitting requires to be replaced to comply with current standards. (Section 13(1)(a) and (d) of the 2006 Act).
- (h) The uneven and loose area of flooring in the upstairs front bedroom requires to be repaired or replaced so it is level and secure. (Section 13(1)(a) and (b) of the 2006 Act).
- (j) The heating system could not be tested during the inspection due to there being no gas and the tribunal wishes to have sight of a valid and up to date Gas Safety Certificate for the House. (Section 13(1)(a) and (c) of the 2006 Act).

38. In respect of the remaining items in the complaint letter, no order was made for the following reasons:

- (d) Provision for smoke and heat detection is satisfactory and meets the term of the repairing standard.
- (e) There is no evidence of condensation in the bathroom or kitchen or elsewhere in the property and both of the said rooms have opening windows. No order is being made in respect of the installation of mechanical ventilation in either room.
- (g) The flush handle on the toilet had been repaired and was operational.
- (i) The wall and floor tiling in the bathroom, although aesthetically poor, did comply with the repairing standard as there was no evidence of dampness on testing the surrounding area.
- (j) The heating system, although old and possibly inefficient is said to have been operational until the day before the inspection (although there was no way of testing or verifying this at the inspection due to there being no gas.) The order in respect of this item is limited to the production of a valid and up to date gas safety certificate for the House.

39. 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)

40. The tribunal made an RSEO.

41. 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 56 days having regard to the fact that the festive holidays may impact upon the ability of the Landlord to complete the work which has been ordered.

Observations

42. The Landlords' representative has indicated the Landlord's intention to carry out works in addition to those required to meet the repairing standard but these form no part of the Repairing Standard Enforcement Order.


Right of Appeal

43. 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

44. 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.

Susanne Tanner

Signed ...  Susanne L M Tanner, Queen's Counsel
Chairperson of the tribunal

Date : 13 December 2016

SCHEDULE OF PHOTOGRAPHS

PROPERTY: 4 EDMONSTONE DR, DALKEITH EH22 1QQ

REF: PRHP/RP/16/0186 DATE: 29TH NOV 2016



1. FRONT ELEVATION



2. REAR ELEVATION



3. LIVING ROOM WINDOW---EXTERIOR



4. FRONT DOOR---DEADLOCK.



5. FRONT DOOR – MORTICE LOCK



6. FRONT DOOR -- GAP AT FRAME.



7. REAR DOOR – LOCK



8. REAR DOOR – GAP AT FRAME



9. KITCHEN – HEAT DETECTOR



10. LOWER HALL – SMOKE DETECTOR



11. LIVING ROOM – SMOKE DETECTOR



12. UPPER LANDING – SMOKE DETECTOR



13. KITCHEN WINDOW – WATER INGRESS



14. FRONT BEDROOM – AREA OF UNEVEN FLOOR



15. FRONT BEDROOM –WINDOW FRAME



16. BATHROOM-WC HANDLE



17. BATHROOM – TILING AT BATH



18. METER READING AT WALL ADJACENT TO SHOWER SCREEN



19. BATHROOM WINDOW



20. BATHROOM –LIGHT FITTING ON CEILING



21. GAS FIRE AND CENTRAL HEATING BACK BOILER



22. KITCHEN WINDOW