



Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

Ref prhp/rp/15/0262

In respect of an application dated 25 September 2015 and lodged in terms of Section 22(1) of the Housing (Scotland) Act 2006 ("the Act") by Miss Lisa Craig ("the Tenant's Representative"), on behalf of her mother Mrs. Mary Craig ("the Tenant"), residing at 33 Bon Accord Street, Shotts, ML7 4EA the Tenant of the Property aftermentioned, against the owner of the Property, Mr. Andrew Alexander Sneddon, ("the Landlord")

Re: 33 Bon Accord Street, Shotts, ML7 4EA ("the Property") registered in the Land Register of Scotland under title number LAN140092

Committee Members

Karen Moore (Chairperson)

Andrew Taylor (Surveyor Member)

NOTICE TO THE LANDLORD

Mr. Andrew Alexander Sneddon, residing at 9, Stanmore Gardens, Lanark.

Whereas in terms of their decision dated 28 January 2016, the Private Rented Housing Committee determined that the Landlord had failed to comply with the duty imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 and in particular that the Landlord had failed to ensure that the Property is wind and watertight and otherwise reasonably fit human habitation, that the structure and exterior of the Property (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order, that the installations in the Property 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, that any fixtures and fittings provided by the Landlord under the tenancy are in a reasonable state of repair and working order and that the Property has satisfactory provision

for detecting fires and for giving warning in the event of fire or suspected fire. The Private Rented Housing Committee now requires the Landlord to carry out the following works or other such works as are necessary for the purposes of ensuring that the Property meets the Repairing Standard and that any damage caused by carrying out of the works in terms of the Order is made good.

The Landlord must on or before 31 March 2016:-

1. Refurbish or replace all windows in the property (including rear porch) to ensure that they are wind and watertight, capable of opening, secure and in proper working order. Include all ancillary works, pointing, making good and decoration.
2. Carry out such works as are necessary to ensure that the rear kitchen porch is wind and watertight; include refurbishing or renewing external door and all making good and decoration.
3. Service and adjust internal pass doors and cupboard doors throughout, replace damaged or missing doors, providing new ironmongery as required, to ensure that they are in proper working order and capable of latching shut. Include all making good and decoration.
4. Provide new external door between kitchen and porch including all ironmongery and making good and decoration.
5. Refurbish or renew all kitchen units and worktops to ensure that they are in proper working order and fit for purpose; include all making good.
6. Repair or replace kitchen sink waste pipe internally and externally and properly connect to external drainage; include all necessary making good.
7. Repair or replace existing WC cistern and leave in proper working order.

8. Make good water damaged ceilings in dining room and kitchen including all making good and decoration.

9. Replace missing ceramic tiles around bath/shower and form effective seal at bath.

10. Carry out a certificated electrical condition check (EICR) on the entire electrical installation of the property, internally and externally (including garage), by a suitably qualified and registered SELECT or NICEIC electrical contractor.

11. Carry out works as recommended by that check to ensure that the electrical installation is safe, functional and in proper working order. These works should include the repairing or replacing the kitchen hob and bathroom instantaneous shower.

12. Provide a Domestic Electrical Installation Certificate for the works carried out.

Include all ancillary works, making good and decoration.

Note: -The Scottish Government has a searchable database containing details for all registered electricians in Scotland.

13. Provide and install heat, carbon monoxide and smoke detection and alarm equipment in accordance with the British Standard on the design of fire detection installations for dwellings (BS5839 Part 6) in conjunction with the Scottish Government's Technical Handbook 2013 Domestic under Section 2 -Fire, Sub-section 2.11 Communication and the 2015 Scottish Government Statutory Guidance for the Provision of Carbon Monoxide Alarms in Private Rented Housing.

14. Engage a suitably qualified, and Gas Safe registered, heating engineer to repair or replace the gas fire and back boiler installation; repair and/or replacing radiators as

necessary to ensure that the fire/back boiler and remainder of the heating installation is safe, functional and in proper working order.

15. Carry out a gas safety check and provide a gas safety certificate.

Note: - The Tenant indicates that she may have access to grant funding to replace the current heating system including the provision of a new combination boiler. The Landlord may wish to take advantage of this in addressing the above requirement.

16. Refurbish or replace existing cast iron gutters to the property and leave in proper working order.

17. Carry out such works as are necessary to ensure that the external timber garage is wind watertight and fit for use, including replacing roof covering and timbers as necessary and refurbishing access doors.

A Landlord or a Tenant aggrieved by the decision of the Private Rented Housing Committee may appeal to the Sheriff by summary application within twenty one days of being notified of that decision.

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.

In Witness Whereof these presents printed on this and the preceding pages^{Ka} are subscribed by Karen Moore, Chairperson, at Glasgow on 28 January 2016 before this witness, Norman William Moore, solicitor, Cumbernauld.

William Moore Karen Moore



Determination by Private Rented Housing Committee
Statement of Decision of the Private Rented Housing Committee issued under
Section 24(1) of the Housing (Scotland) Act 2006

Ref prhp/rp/15/0262

In respect of an application dated 25 September 2015 and lodged in terms of Section 22(1) of the Housing (Scotland) Act 2006 ("the Act") by Miss Lisa Craig ("the Tenant's Representative"), on behalf of her mother Mrs. Mary Craig ("the Tenant"), residing at 33 Bon Accord Street, Shotts, ML7 4EA the Tenant of the Property aftermentioned, against the owner of the Property, Mr. Andrew Alexander Sneddon, residing at 9, Stanmore Gardens, Lanark ("the Landlord")

Re: 33 Bon Accord Street, Shotts, ML7 4EA ("the Property")

Committee Members

Karen Moore (Chairperson)

Andrew Taylor (Surveyor Member)

Background

1. By application dated 25 September 2015, ("the Application"), the Tenant's Representative on behalf of the Tenant applied to the Private Rented Housing Panel for a determination that the Landlord had failed to comply with the duty imposed on him by Section 14 (1) (b) of the Housing (Scotland) Act 2006 in respect that the Property does not meet the Repairing Standard in respect of Sections 13 (1) (a), (b), (c), (d) and (f) of the Act.
2. The President of the Private Rented Housing Panel, having considered the Application and having determined to continue the Application in terms of Schedule 2, Paragraph 7 (2) of the Act , intimated to the Landlord by Notice of Referral dated 19 November 2015, a decision under Section 23 (1) of the Act to refer the Application to a Private Rented Housing Committee, and, in terms of Schedule 2, Paragraph 1 of

the Act fixed an Inspection and Hearing for 13 January 2016 at 10.00 a.m. and 11.00 a.m., respectively.

Written Representations

3. By letter dated 18 December 2015, the Tenant submitted written representations to the Committee comprising a statement alleging harassment by the Landlord and enclosing:-

- i) Letter dated 16 December 2015 from Mrs. Rose McNally stating that Mrs. McNally had witnessed an incident when damage was caused to the Property and the police were present;
- ii) Copy letter dated 11 November 2008 from Laverty & Co., solicitors, Wishaw, to the Tenant advising the Tenant of her rights in respect of her tenancy and her dealings with the Landlord;
- iii) Copy letter dated 11 November 2008 from Laverty & Co., solicitors, Wishaw, to Sneddon Morrison, solicitors, Shotts as agents for the Landlord's wife alleging harassment by the Landlord's wife;
- iv) Copy letter dated 9 August 2010 from Livingstone Brown, solicitors, Glasgow, to the Tenant advising her of the outcome of a repossession action raised by the Landlord's heritable creditor against the Landlord.

4. By email dated 10 January 2016, Mrs. Margaret Sneddon on behalf of her husband, the Landlord, submitted the following written representation to the Committee:-

"Mary Craig has sent you a copy of what was recorded in the books of council. Signed by herself her husband and both my husband and I. That sale fell through and a new offer went in just in my husband's name. There was no agreement. Mary Craig is under the impression that we both purchased the property but it was just my husband. She is squatting and also has her niece living with her whom she has custody. She states that she is withholding the rent (in excess of 8 thousand pounds) because under the agreement which doesn't exist no essential repairs have been carried out. I also see that she states a letter was sent recorded delivery regarding repairs. There was a blank card in the envelope. This is a civil matter and we have an appointment next Wednesday with our solicitor to instruct him to commence proceedings. Furthermore I have been accused of all sorts. You may want to check

with the police. I have never been taken to court as there is no evidence. She makes it all up."

5. By letter dated 10 January 2016, the Landlord, submitted written representations to the Committee disputing that there is a tenancy agreement with the Tenant and lodging copy pages from Land Certificate LAN 140092 with the Committee.

Preliminary Matters

6. Taking into account the Landlord's and the Landlord's wife's representations, the Committee gave consideration to the status of the tenancy and statutory to notification to the Landlord as preliminary matters.

Status of the Tenancy.

7. The Committee noted that the Tenant, as part of the Application, had lodged:-

- i) Copy letter dated 20 October 2003 being a formal Offer by lawyers acting for the Landlord's wife to lawyers acting for the Tenant and her late husband offering to purchase the Property from the Tenant her and her late husband for the price of £59, 995.00 and with an entry date on 28 November 2003 ("Missive Letter 1");
- ii) Copy letter dated 11 November 2003 being a formal response to Missive Letter 1 by lawyers acting for the Tenant and her late husband adjusting the conveyancing contract with lawyers acting for the Landlord and the Landlord's wife ("Missive Letter 2");
- iii) Copy Extract Minute of Agreement between the Tenant and her late husband and the Landlord and the Landlord's wife dated 6 and 11 February 2004 and registered in the Books of Council and Session on 18 February 2004 ("the Minute of Agreement").

8. Missive Letter 2 at paragraph 5 states:-

"It is understood that immediately after settlement taking place our clients will rent the said property from your client at the rental of £100.per calendar month on the understanding that our clients shall be entitled to live for the rest of their natural lives in the property at the said agreed rent."

9. The Minute of Agreement at paragraphs 1 and 2 assigns the Landlord's wife's interest in missives of sale and purchase dated 20 October and 11 and 28 November 2003 ("the Missives") to the Landlord.

10. The Minute of Agreement at paragraph 3 states inter alia that the Landlord acknowledges the right of the Tenant and her late husband to continue to occupy the property in terms of the Missives.

11. The Tenant, as part of the Application, also lodged copy letters dated 11, 12 and 13 February 2004 between lawyers acting for her and her late husband and lawyers acting for the Landlord and the Landlord's wife ("the Lawyers' Letters"). The Lawyers' Letters demonstrate that a conveyance of the Property from the Tenant and her late husband to the Landlord and the Landlord's wife completed in 2004.

12. The Landlord's written representations raised the point that there is no tenancy by referring to the Tenant as a "squatter" and disputing that the conveyance referred to in the Missive Letter 1 took place. The Committee noted that Land Certificate, LAN140092, showing that the Landlord became the registered proprietor of the Property on 28 November 2003 having paid a consideration of £59,995.00, accords with the terms of Missive Letter 1. Further, the Lawyers' Letters demonstrate that a conveyance of the Property from the Tenant and her late husband to the Landlord and the Landlord's wife completed. The Committee took the view that the Land Certificate and the content of the Lawyers' Letters evidenced that the conveyance of the Property comprising a tenancy agreement had been implemented.

13. The Landlord also stated that the Minute of Agreement is not valid. However, the Landlord has not shown a registered deed varying or discharging the Minute of Agreement and so there is no evidence that the Minute of Agreement is not valid.

14. The Committee, having taken account of the matters outlined in paragraphs 4- 12 above, find that there is an assured tenancy between the Landlord and the Tenant.

Compliance with the Act in respect of prior notice to the Landlord.

15. The Committee noted that, although the owner of the property is Andrew Alexander Sneddon, the Application named Mrs. Margaret Sneddon as Landlord. As the Act requires that the Landlord be notified of repairs before an application is made to the Private Rented Housing Panel, the Committee considered if this statutory requirement had been fulfilled. The Committee noted that by letter dated 13 July

2015 and addressed to the Landlord, a copy of which letter with proof of posting was lodged as part of the Application, the Tenant's Representative wrote to the Landlord with a detailed list of the matters complained about by the Tenant, being:-

Living Room – windows do not open/close properly and are not wind tight; gas fire is unsafe; radiator removed; no smoke alarm fitted; door fitted but has no furniture and does not close properly.

Dining Room - windows do not open/close properly and are not wind tight; ceiling requires repair; door does not close properly; radiator does not work.

Kitchen – No external door; porch has broken glass door; porch ceiling has collapsed and electrical wires are exposed to water; electric cooker is unsafe and cannot be switched off; sink leak at waste pipe; part of worktop is missing or not fitted properly; unit drawers do not open or are broken; no heat detector or smoke alarm. Radiator fitted but does not work.

Bottom hall - no smoke alarm fitted; door not hinged or fitted; radiator does not work; window is not wind tight.

Top Hall - window is not wind tight and no smoke alarm fitted.

Bathroom – wall exposed where tiles had been; shower does not work; WC does not flush; hot water supplied by old emersion heater; radiator does not work; window is not wind tight.

Master bedroom- no door fitted; radiator does not work; window is not wind tight.

Second bedroom - radiator does not work; window is not wind tight.

Guest bedroom – door in severe disrepair; radiator does not work; window is not wind tight.

External issues- waste pipe from kitchen is exposed; drain needs cover; gutters are rotting at corners; garage is not roofed properly and requires to be re-feltd; garage sockets exposed to water.

The Committee also noted that the President's Notice of Referral dated 19 November 2015 was intimated to both the Landlord and his wife and subsequent correspondence from the Private Rented Housing Panel was sent to both the Landlord and his wife, all at their home address of 9 Stanmore Gardens, Lanark.

Further, the Landlord signed a letter dated 10 January 2016 referring to the Application.

The Committee were therefore satisfied that Landlord had been given notice of the matters complained of by the Tenant prior to the Application being lodged and that Landlord had been given notice of the Application.

Inspection and Hearing.

16. The Inspection took place on 13 January 2016 at 10.00 a.m. at the Property. The Tenant, the Tenant's Representative and Ms Marion McNamara of North Lanarkshire Council Social Work Services were all present at the Inspection. The Landlord was not present or represented at the Inspection.

17. The Committee inspected all of the matters complained of by the Tenant in the application namely:-

the living room windows, gas fire, radiator and door;

the dining room windows, ceiling, door and radiator;

the kitchen cooker, sink, worktop kitchen units drawers and radiator;

the porch door; ceiling has collapsed and electrical wiring;

the bottom hall door, radiator and window;

the top hall window;

the bathroom wall, shower, WC, hot water supply, radiator and window;

the master bedroom door, radiator and window;

the second bedroom radiator and window;

the third bedroom door, radiator and window;

the external waste pipe, drain and gutters and

the garage roof and electrical sockets.

18. The Committee took digital photographs at the Inspection which photographs form the Schedule annexed and executed as relative hereto.

19. Following the Inspection, a Hearing was held at the Airdrie Business Centre, Chapel Street, Airdrie on 6 January 2016 at 11.00 a.m. The Tenant, the Tenant's Representative, Ms Marion McNamara of North Lanarkshire Council Social Work Services and the Tenant's friend, Mrs. Christine Murphy, were all present at the Hearing. The Landlord was not present or represented at the Hearing.

20. At the Hearing, all of the parties present made statements to the Committee.

21. With reference to the heating, the Tenant and the Tenant's Representative advised the Committee that the back boiler and gas fire in the living room had been disconnected at least three years ago by a gas engineer who had condemned the fire and had told the Tenant not to use it. However, the Tenant continues to use the fire as there is no other source of heating. All of the radiators in the Property are connected to this disconnected back boiler and so none has worked properly for at least three years. The Tenant, the Tenant's Representative and Ms. McNamara confirmed to the Committee that the Tenant had applied to renew the heating system with the assistance of the UK Government's Green Deal fund, but the Landlord had refused to consent to this application even though the Tenant was prepared to meet any costs herself.

22. With reference to the electrical system in the Property, the Tenant advised the Committee that her solicitors had had property survey carried out two to two and half years' ago which reported various issues with the Property and that no surveys or inspections had been carried out at any time by the Landlord.

23. With reference to the doors in the Property, the Tenant advised the Committee that she had self funded repairs to various doors in order to preserve warmth.

24. With reference to the WC in the Property, the Tenant advised the Committee that she required to use a bucket of water to flush waste.

25. With reference to the broken porch door, the porch ceiling and the dining room ceiling, the Tenant advised the Committee that she had self funded temporary repairs to make these parts of the Property usable.

26. With regard to the smoke alarms, the Tenant advised the Committee that the two battery operated alarms in the Property had been installed by the Fire Service in the summer of 2015.

27. With reference to the tenancy arrangement, the Tenant and the Tenants' Representative explained to the Committee that the Tenant and her late husband had owned the property and had sold it to the Landlord in 2003. A condition of the transaction was that the Landlord retained £18,121.83 from the price paid to the Tenant to carry out improvement works at the Property, however, no improvement works had been carried out.

28. The Tenant and Mrs. Murphy advised that Committee that there had been incidents at the Property involving the Landlord and his agents which resulted in the police being called. Mrs. Murphy explained to the Committee that she had been a tenant of the Landlord in another property. Both the Tenant and Mrs. Murphy advised the Committee that they had not been given receipts by the Landlord for rent payments. Both the Tenant and Mrs. Murphy expressed an element of fear of the Landlord. The Tenant and the Tenants' Representative explained to the Committee that the Tenant had successfully raised debt recovery and interdict court actions against the Landlord and his wife arising from the conduct of the Landlord and his wife in respect of the Property.

29. The Tenant confirmed to the Committee that the Landlord had not at any time carried out any repair or improvement works to the Property during her tenancy and had not had the Property inspected by any person during that time.

30. Ms. McNamara advised the Committee that she had made enquiries with North Lanarkshire Council's Landlord registration office and that it appeared that the Landlord may not be properly registered as required by Part 8 of the Antisocial Behaviour etc. (Scotland) Act 2004.

Summary of the Issues

31. The issues to be determined by the Committee are whether or not the Property meets the Repairing Standard in respect of Sections 13 (1) (a), (b), (c), (e) and (f) of the Act at the date of the Inspection and Hearing. In particular, whether Property is wind and watertight and otherwise reasonably fit human habitation, the structure and exterior of the Property (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order, the installations in the Property 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, any fixtures and fittings provided by the Landlord under the tenancy are in a reasonable state of repair and working order and the Property has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.

Findings of Fact

32. Andrew Alexander Sneddon is the owner of the Property and Mrs. Mary Craig is the Tenant by virtue of the Missives and the Minute of Agreement.

33. The Property is a two storey semi-detached house comprising two public rooms, a bedroom and kitchen with porch on the ground floor and three bedrooms and bathroom on the upper floor. There is a detached wooden garage in the rear garden. The Property appears to be of traditional construction with cavity walls finished in stone externally, estimated to be in the region of around 80 years old or thereby. The roof is pitched and finished with slate. A photograph of the Property is numbered 1 on Schedule.

34. From the Inspection, the Committee found the following:

- i) The double glazed UPVC windows throughout the Property do not fit or close properly and there are signs of condensation on the glass (photographs numbered 2, 4, 11, 12 13 and 14 on Schedule) ;
- ii) The back boiler appears not to be connected and none of the radiators in the Property work properly;
- iii) The living room gas fire appears to be unsafe;
- iv) The living room door has no ironmongery and does not close properly;
- v) The dining room ceiling is damaged and requires repair(photograph numbered 5 on Schedule);
- vi) There is no door between the kitchen and the porch;
- vii) The electric cooker cannot be switched off except at the cooker control unit;
- viii) The kitchen units and work surfaces are damaged (photograph numbered 6 on Schedule);
- ix) The glass in the porch door is broken and has been boarded up(photograph numbered 7 on Schedule);
- x) The porch ceiling appears to have collapsed and electrical wires are exposed(photograph numbered 6 on Schedule);
- xi) The door of the cupboard in the downstairs hall is not secured;
- xii) The plaster on the bathroom wall is exposed;
- xiii) The shower does not work (photograph numbered 15 on Schedule);
- xiv) The WC does not flush(photograph numbered 16 on Schedule);
- xv) There is no door to the master bedroom (photograph numbered x on Schedule);
- xvi) The internal sink waste pipe is leaking and the external waste pipe from the kitchen is broken and leaking(photograph numbered 17 on Schedule);
- xvii) An there is an open connection at the sink waste and external drain i (photograph numbered 17 on Schedule);
- xviii) There are two battery operated smoke alarms;

- xix) The gutters are broken at the front elevation(photograph numbered 19 on Schedule);
- xx) The garage roof is defective and leaks(photograph numbered 20 on Schedule);
- xxi) The garage door is broken and
- xxii) The garage electrics appear to be unsafe due to water ingress(photograph numbered 18 on Schedule).

35. From the written representations, the Committee found that there was a dispute between the Tenant and the Landlord which was outwith the jurisdiction of the Committee. The Committee, however, did not doubt the veracity of the Tenant, the Tenant's Representative and Mrs. Murphy in their statements to the Committee. The Committee, having regard to the content of the various letters from reputable firms of solicitors all of which support the Tenant's position, took the view that the written representations submitted by the Landlord and his wife could not be relied on as true.

36. From statements made to them the Hearing, the Committee accepted that the no repairs to or inspections of the Property had been carried out by the Landlord. The Committee accepted that the temporary repairs to the doors, the dining room ceiling and the porch had been carried out by the Tenant at her own expense.

Decision of the Committee

- 37. The Committee's decision was based on the Application with supporting documents, the written representations of both parties, the Inspection and on the statements made to the Committee at the Hearing.
- 38. In respect of Section 13 (1) (a), of the Act, the Committee found that at the date of the Hearing the Landlord has failed to comply with the duty imposed by Section 14 (1) (b) of the Act, the reason being that the windows throughout Property do not close properly and so the Property is not wind and watertight and otherwise reasonably fit human habitation.

39. In respect of Section 13 (1) (b), of the Act, the Committee found that at the date of the Hearing the Landlord has failed to comply with the duty imposed by Section 14 (1) (b) of the Act, the reason being that gutters and drainage are defective and so the structure and exterior of the Property are not in a reasonable state of repair and in proper working order.
40. In respect of Section 13 (1) (c), of the Act, the Committee found that at the date of the Hearing the Landlord has failed to comply with the duty imposed by Section 14 (1) (b) of the Act, the reasons being that back boiler, gas fire and radiators in the Property are defective or inoperable, the WC cistern does not flush, the electrical installation is faulty and unsafe and so the installations in the Property 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.
41. In respect of Section 13 (1) (d), of the Act, the Committee found that at the date of the Hearing the Landlord has failed to comply with the duty imposed by Section 14 (1) (b) of the Act, the reason being that kitchen units and cooker in the Property are not in a reasonable state of repair and working order.
42. In respect of Section 13 (1) (f), of the Act, the Committee found that at the date of the Hearing the Landlord has failed to comply with the duty imposed by Section 14 (1) (b) of the Act, the reason being that there are no hard wired smoke alarms, heat detectors or carbon monoxide alarms in the Property and so the Property does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire as specified in the revised Domestic Technical Handbook guidance on the requirements for smoke alarms and the Property does not comply with Scottish Government Statutory Guidance for the Provision of Carbon Monoxide Alarms in Private Rented Housing.
43. The decision is unanimous.

44. The Committee, having determined that the Landlords had failed to comply with the duties imposed by Section 14(1) (b) of the Act proceeded to make a Repairing Standard Enforcement Order as required by Section 24(2) of The Act.

45. Whilst mindful the Landlord was not present or represented at the Hearing, the Committee were nonetheless concerned at the statements made to them by the parties present at the Hearing. Therefore, the Committee direct the Private Rented Housing Panel to intimate this Decision and the Repairing Standard Enforcement Order on North Lanarkshire Council's Landlord Registration Service, Housing Service and Environmental Health Service.

Right of Appeal

46. A landlord or tenant aggrieved by the decision of the Private Rented Housing Committee may appeal to the Sheriff by summary application within 21 days of being notified of that decision.

47. Where such an appeal is made, the effect of the decision and of any repairing standards enforcement 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 any repairing standards enforcement order will be treated as having effect from the day on which the appeal is abandoned or so determined.

Signed

Karen Moore

Karen Moore, Chairperson

Date

28 January 2016



33 Bon Accord Crescent, Shotts, ML7 4EA
PRHP/RP/15/0262
Schedule of Photographs - Inspection Date 13/01/2016
Weather - Overcast, frosty

*This is the schedule referred to in
the foregoing decision in respect of
prhp/rp/0262*

Karen Moore

28 Jan 2016



1. The property



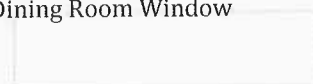
2. Living Room Window



3. Missing Radiator Living Room



4. Dining Room Window





5. Dining Room Ceiling



6. Kitchen Porch Ceiling



7. Kitchen Porch Back Door



8. Kitchen Units



9. Water Damage Kitchen Ceiling



10. Battery Smoke Alarm GF Hall



11. Bedroom Window



12. Back Bedroom Window



13. Upper Hall Window



14. Bathroom Window



15. Instantaneous Shower Unit



16. Bathroom WC Unit



17. Kitchen Sink Waste Externally



18. Garage Interior



19. Cast Iron Gutters



20. Garage Roof