



Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

Re 5 Auchans Drive, Dundonald, being the subjects registered in the Land Register of Scotland under Title Number AYR66646 ('the Property')

The Parties:-

Ian Russell residing at 5 Auchans Drive, Dundonald ('The Tenant')

Ivan Russell residing at 165 Palmerston Road, Grays, Essex, RM20 4YL ('The Landlord')

NOTICE TO

Ivan Russell residing at 165 Palmerston Road, Grays, Essex, RM20 4YL

Whereas in terms of their decision dated 30th August 2012, the Private Rented Housing Committee 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 the Landlord has failed to ensure that the Property was wind and water tight and in all other respects reasonably fit for human habitation; that the structure and exterior of the property are in a reasonable state of repair and 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 proper working order; that the fixtures and fittings and appliances provided by the Landlord under the Tenancy are in a reasonable state of repair and proper working order and the Property has a 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 such work as is necessary for the purposes of ensuring that the Property 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 Private Rented Housing Committee requires the Landlord to:-

- (1) Eradicate the dampness in the wall below the window of the front porch and carry out the necessary re-decoration.
- (2) Exhibit an Electrical PIR certificate in respect of the wiring of the cooker switch and in the event of the PIR certificate stating that the wiring and/or the cooker switch is defective carry out the necessary repairs to render them safe and in proper working order.
- (3) Repair and make good the loose door of the kitchen unit below the cooker and reinstate the false drawer front of the sink unit.
- (4) Make secure the wash hand basin in the bathroom.
- (5) Repair or replace the cracked double glazed window unit in Bedroom 1.
- (6) Install an inter-linked hard wired smoke alarm in the lower hall.
- (7) Exhibit a current valid Gas Safety Certificate and evidence from a certified contractor that the boiler and central heating system are in proper working order.
- (8) Repair or replace the weather seals and rain water deflectors at the front and back doors to render them wind and water tight.
- (9) Make secure the wooden boundary fences.
- (10) Clean and clear the gutters to ensure that they are in proper working order.
- (11) Re-bed or otherwise make secure and level the external back door steps.

The Private Rented Housing Committee order that these works must be carried out and completed
By 31st OCTOBER 2012.

A landlord or a 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.

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.

Signed..... J Taylor Date 30th August 2012

Chairperson
M Currie

..... Witness: MICHELLE CURRIE, 65, High Street, Irvine



Determination by Private Rented Housing Committee

Statement of decision of the Private Rented Housing Committee under Section 24 (1) of the Housing (Scotland) Act 2006

Re 5 Auchans Drive, Dundonald, KA2 9EF being the subjects registered in the Land Register of Scotland under Title Number AYR66646 ('the Property')

The Parties:-

Ian Russell residing at 5 Auchans Drive, Dundonald, KA2 9EF ('The Tenant')

Ivan Russell residing at 165 Palmerston Road, Grays, Essex, RM20 4YL ('The Landlord')

Decision

The Committee, having made such enquiries as it saw fit for the purposes of determining whether the Landlord has complied with the duty imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 ("the Act") in relation to the Property, determined that the Landlord has failed to comply with the duty imposed by Section 14 (1)(b) of the Act.

Background

1. By application dated 23rd May 2012 the Tenant applied to the Private Rented Housing Panel for a determination of whether the Landlord has failed to comply with the duties imposed by Section 14 (1)(b) of the Act.
2. The application stated that he considered that the Landlord has failed to comply with his duty to ensure that the Property meets the repairing standard. He advised that the Property was not wind and watertight and in all other respects reasonably fit for human habitation; that the structure and exterior of the Property (including the drains, gutters and external pipes) are not in a reasonable state of repair and 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 not in a reasonable state of repair and proper working order and that the fixtures, fittings and appliances provided by the Landlord under the tenancy were not in a reasonable state of repair and in proper working order and the property does not have a satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.

In particular the application stated:-

2.1 Front Room

- 2.1.1 The stripped wall paper has not been replaced.
- 2.1.2 The light fitting is cracked.
- 2.1.3 The room is not decorated and there are no floor coverings.

2.2 Hall and Landing

- 2.2.1 The roof in the hall leaks and floods.
- 2.2.2 The stripped wall paper has not been replaced.
- 2.2.3 The staircase and wall is damaged and the walls and door frames have moved.

- 2.2.4 The hall and landing have not been decorated and there are no floor coverings.

2.3 Kitchen

- 2.3.1 The electric wiring is dangerous.
- 2.3.2 There is mould on the kitchen ceiling.
- 2.3.3 There is a hole in the kitchen floor.
- 2.3.4 The walls have cracked and the door frames have moved.
- 2.3.5 There was a leak from a pipe.
- 2.3.6 The kitchen units are in a poor state of repair and the drawer front of one of the kitchen units has fallen off.
- 2.3.7 The stripped wall paper has not been replaced and there are no floor coverings.

2.4 Bathroom

- 2.4.1 The light switch has broken.
- 2.4.2 The bathroom wash hand basin is loose.
- 2.4.3 The toilet is marked.
- 2.4.4 The fan vent does not have a cover.
- 2.4.5 The bathroom is not decorated and there are no floor coverings.

2.5 Bedroom 1

- 2.5.1 The window is broken.
- 2.5.2 The floorboards are defective.
- 2.5.3 The bedroom is not decorated and there are no floor coverings.

2.6 Bedroom 2

- 2.6.1 Two doors need to be fitted to the built in wardrobes.
- 2.6.2 The bedroom is not decorated and there are no floor coverings.

2.7 Bedroom 3

- 2.7.1 The bedroom is not decorated and there are no floor coverings

2.8 Other Items

- 2.8.1 The battery operated fire alarm in the hall needs to be replaced with an electric one.
- 2.8.2 The heating does not work correctly.
- 2.8.3 The tap washers are defective.
- 2.8.4 There is a bad draught from the front door and there is a weather strip missing from the front and back door.

2.9 Garden

- 2.9.1 The grass needs to be cut and some of the tree branches need to be cut down.
- 2.9.2 Items belonging to the Landlord are blocking the side of the Property.
- 2.9.3 The fencing requires attention.
- 2.9.4 The sheds need to be taken away.
- 2.9.5 The guttering has only been cleaned once since he moved in.
- 2.9.6 The back step needs to be repaired as it moves and could be dangerous.
- 2.9.7 The loft needs to be checked to see if there is loft insulation.

- 3. The President of the Private Rented Housing Panel, having considered the application, referred the application under Section 22 (1) of the Act to a Private Rented Housing Committee.
- 4. The Private Rented Housing Committee served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon both the Landlord and the Tenant, dated 10th July 2012.

5. Following service of the Notice of referral the Landlord sent the PRHP offices an email, advising *inter alia* that the Tenant was his father and his father keeps 7 large adult dogs in the Property and they are not house trained and are allowed to mess on the lounge floor and are fed by the food just being thrown on the floor. He has decided to sell the property and has given his father notice to quit which requires his father to vacate the property on 12th September 2012. He also made comments on the various items detailed in the Tenant's application.

6. The Committee attended at the Property on 24th August 2012. The Tenant was present. The Committee inspected the alleged defects and found as follows:-
 - 6.1 **Front Room**
 - 6.1.1 The stripped wall paper has not been replaced.
The walls had been stripped of wall paper and had not been re decorated.
 - 6.1.2 The light fitting is cracked.
There was a hairline crack in the ceiling light fitting.
 - 6.1.3 The room is not decorated and there are no floor coverings.
As stated above, there was no decoration to the walls. There were no floor coverings on the floorboards of the room.
 - 6.2 **Hall and Landing**
 - 6.2.1 The roof in the hall leaks and floods.
There was a flat roof to the porch above the hallway. The Tenant explained that water leaks down the front wall below the flat roof. The surveyor member of the Committee tested the wall with a damp meter. The readings from the upper sections of the wall did not show the presence of damp however the readings from the lower sections of the wall, near to the skirting board, had readings into the red which indicated the presence of damp.
 - 6.2.2 The stripped wall paper has not been replaced.
The walls had been stripped of wall paper and had not been re decorated.
 - 6.2.3 The staircase and wall is damaged and the walls and door frames have moved.
The Tenant advised that the staircase was damaged. However at the inspection the stair case was in a reasonable condition. There were some hair line cracks to plaster of the walls. The doorframes had moved a little but the Committee considered the movement to be typical for a property of this kind.
 - 6.2.4 The hall and landing have not been decorated and there are no floor coverings.
There was no decoration to the walls and there were no floor coverings on the floorboards of the room.
 - 6.3 **Kitchen**
 - 6.3.1 The electric wiring is dangerous.
The Tenant explained that the cooker switch had been repaired by an electrician last year. The electrician advised him that the wire between the switch and the board was too short and needed to be replaced.
 - 6.3.2 There is mould on the kitchen ceiling.
There were some small spots of mould on the kitchen ceiling near to the internal door frame.
 - 6.3.3 There is a hole in the kitchen floor.
There was a small hole in the floorboards close to the cooker.
 - 6.3.4 The walls have cracked and the door frames have moved.
There were some hair line cracks to plaster of the walls. The doorframes had moved a little, the Committee considered the movement to be typical for a property of this kind.
 - 6.3.5 There was a leak from a pipe.
The Tenant advised that the leak had been repaired.
 - 6.3.6 The kitchen units are in a poor state of repair and the drawer front of one of the kitchen units has fallen off.

The hinges of the door of the kitchen unit below the hob were loose and the false drawer front of the unit below the sink had come off and was lying below the unit.

- 6.3.7 The stripped wall paper has not been replaced and there are no floor coverings.

The walls had been stripped of wall paper and had not been re decorated and there were no floor coverings on the floor boards of the room.

6.4 **Bathroom**

- 6.4.1 The light switch has broken.

The Tenant confirmed that the light switch had been repaired.

- 6.4.2 The bathroom wash hand basin is loose.

The wash hand basin was loose and came away from the wall.

- 6.4.3. The toilet is marked.

There were some scratch marks at the bottom of the toilet pan.

- 6.4.4 The fan vent does not have a cover.

The plastic fan vent in the bathroom did not have a cover but was not designed for a cover to be installed.

- 6.4.5 The bathroom is not decorated and there are no floor coverings.

There was no decoration to the walls and there were no floor coverings on the floorboards of the room.

6.5 **Bedroom1**

- 6.5.1 The window is broken.

One of the window panes of the double glazed window unit had been damaged, it appeared to the Committee that perhaps a stone had been thrown at it.

- 6.5.2 The floor boards are defective.

The floor boards were slightly uneven.

- 6.5.3 The bedroom is not decorated and there are no floor coverings.

There was no decoration to the walls and there were no floor coverings on the floorboards of the room.

6.6 **Bedroom 2**

- 6.6.1 Two doors need to be fitted to the built in wardrobes.

The doors of two of the built in wardrobes had not been fitted.

- 6.6.2 The bedroom is not decorated and there are no floor coverings.

There was no decoration to the walls and there were no floor coverings on the floorboards of the room.

6.7 **Bedroom 3**

- 6.7.1 The bedroom is not decorated and there are no floor coverings

There was no decoration to the walls. There were no floor coverings on the floorboards of the room.

6.8 **Other Items**

- 6.8.1 The battery operated fire alarm in the hall needs to be replaced with an electric one.

A hardwired smoke alarm had been installed in the upper hall. In the lower hall there was a battery operated alarm, which was not working.

- 6.8.2 The heating does not work correctly.

The Tenant advised that the heating did not work properly as it regularly loses pressure from the system. The Committee did not test the system.

- 6.8.3 The tap washers are defective.

The Committee turned on and off the taps to the sink in the bathroom and the kitchen. They found that the taps worked properly.

- 6.8.4 There is a bad draught from the front door and there is a weather strip missing from the front and back door.

The rainwater deflectors from the front and back doors were missing and there was a gap at the base of the front door and the seal to the back door was damaged.

6.9 **Garden**

- 6.9.1 The grass needs to be cut and some of the tree branches need to be cut down.

The grass to the front of the property was over grown. There were a number of over hanging branches from a neighbouring tree. The Committee noted that the over hanging branches do not appear to adversely affect the amenity of the garden or the telephone line.

- 6.9.2 Items belonging to the Landlord are blocking the side of the Property.
There were a number of items lying to the side of the property but the access was not blocked.
- 6.9.3 The fencing requires attention.
The wooden boundary fencing to the front and back of the property was not secure.
- 6.9.4 The sheds need to be taken away.
A number of garden sheds had been dismantled and were lying in the back garden.
- 6.9.5 The guttering has only been cleaned once since he moved in.
There was evidence of debris in the gutters at the rear of the Property. It was not possible for the Committee to determine if the gutters to the front of the property were clear.
- 6.9.6 The back step needs to be repaired as it moves and could be dangerous.
The back lower step was uneven and loose.
- 6.9.7 The loft needs to be checked to see if there is loft insulation.
Access to the loft was not available.

7. Following the inspection of the Property the Private Rented Housing Committee held a hearing at The Lochgreen Hotel, Troon.

In relation to the matters detailed in the Tenant's application the Landlord and the Tenant advised as follows:

7.1 Front Room

- 7.1.1 The stripped wall paper has not been replaced.
The Tenant advised that the wallpaper had been stripped by the Landlord after the commencement of the Tenancy and the walls had not been redecorated. There was an agreement between the parties regarding this that had not been implemented.
- 7.1.2 The light fitting is cracked.
The Tenant advised that there was a small crack in the light fitting.
- 7.1.3 The room is not decorated and there are no floor coverings.
The Parties advised that there were no floor coverings at the commencement of the Tenancy.

7.2 Hall and Landing

- 7.2.1 The roof in the hall leaks and floods.
The Tenant advised that the water gathers on the flat roof above the porch and runs down the wall. He suspects that this is the cause of the dampness to the wall.
- 7.2.2 The stripped wall paper has not been replaced.
The Tenant advised that the wallpaper had been stripped by the Landlord after the commencement of the Tenancy and the walls had not been redecorated.
- 7.2.3 The staircase and wall is damaged and the walls and door frames have moved.
The Tenant explained that during the winter the Property creaks and he suspects that there may be structural problems.
The Landlord advised that he purchased the property seven or eight years ago and there were no indications of any structural problems in the survey that he had obtained at the time.
- 7.2.4 The hall and landing have not been decorated and there are no floor coverings.

The Tenant advised that the wallpaper had been stripped by the Landlord after the commencement of the Tenancy and the walls had not been redecorated. The Parties advised that there were no floor coverings to the hall and landing at the commencement of the Tenancy.

7.3 Kitchen

7.3.1 The electric wiring is dangerous.

The Tenant advised that approximately eighteen months or a year ago he had employed an electrician to repair the cooker switch. The electrician advised him that the wire from the switch to the board was too short and needed to be replaced.

The Landlord advised that he was not aware of there having been any problems after the switch had been repaired.

7.3.2 There is mould on the kitchen ceiling.

The Tenant advised that there was evidence of mould on the kitchen ceiling.

7.3.3 There is a hole in the kitchen floor.

The Tenant advised that the area around the hole is damp.

7.3.4 The walls have cracked and the door frames have moved.

The Tenant advised that there are cracks to the kitchen walls and the door frames are out of shape.

7.3.5 There was a leak from a pipe.

The Tenant confirmed that the leak had been repaired.

7.3.6 The kitchen units are in a poor state of repair and the drawer front of one of the kitchen units has fallen off.

The Tenant explained that the false drawer front of the unit under the sink fell off and the hinge of the door to the unit under the cooker is loose.

7.3.7 The stripped wall paper has not been replaced and there are no floor coverings.

The parties made no further comments on this point.

7.4 Bathroom

7.4.1 The light switch has broken.

The Tenant confirmed that the light switch has been repaired.

7.4.2 The bathroom wash hand basin is loose.

The Tenant advised that the wash hand basin is loose. The Landlord advised that he has had the wash hand basin repaired on a couple of occasions in the past.

7.4.3. The toilet is marked.

The Tenant advised that there are deep scratches to the bottom of the pan.

7.4.4 The fan vent does not have a cover.

The Tenant advised that the grill vent in the bathroom does not close in the winter which means that the bathroom gets very cold. He suggested that the vent should have a cover over it so that it closes when it is not in use.

7.4.5 The bathroom is not decorated and there are no floor coverings.

The parties made no further comment on this point.

7.5 Bedroom 1

7.5.1 The window is broken.

The Tenant explained that there is a cold spot on the window as a result of the chipped pane. He also advised that there is a small hole in the glass.

The Landlord commented that the chip has not gone all of the way through the glass and the window is wind proof.

7.5.2 The floorboards are defective.

The Tenant explained that the floorboards are uneven.

7.5.3 The bedroom is not decorated and there are no floor coverings.

The parties made no further comments on this point.

7.6 Bedroom 2

7.6.1 Two doors need to be fitted to the built in wardrobes.

The Tenant advised that the doors were missing at the beginning of the lease.

The Landlord confirmed that the built in cupboards have never had doors fitted to them.

7.6.2 The bedroom is not decorated and there are no floor coverings.

The parties made no further comments on this point.

7.7 Bedroom 3

7.7.1 The bedroom is not decorated and there are no floor coverings.

The parties made no further comments on this point.

7.8 Other Items

7.8.1 The battery operated fire alarm in the hall needs to be replaced with an electric one.

The Tenant advised that a hardwired smoke alarm had been installed upstairs in the upper landing of the Property. He explained that the alarm on the ground floor is battery operated and it does not work also he has been advised that the alarms need to be interlinked

7.8.2 The heating does not work correctly.

The Tenant explained that the pressure drops when the heating is turned on and the system does not work correctly.

The Landlord advised that the Gas Safety certificate will be updated when his contractor calls at the Property on Monday.

7.8.3 The tap washers are defective.

The Tenant explained that he has weak wrists and cannot operate the taps easily.

7.8.4 There is a bad draught from the front door and there is a weather strip missing from the front and back door.

The Tenant advised that the weather seals on the front and back door are missing.

7.9 Garden

7.9.1 The grass needs to be cut and some of the tree branches need to be cut down.

The Tenant advised that the Landlord had been attending to the grass cutting, but the grass had not been cut recently. There were a number of over hanging branches from a tree situated in the garden of the neighbouring property that needed to be cut back.

7.9.2 Items belonging to the Landlord are blocking the side of the Property.

The Tenant advised that the side of the Property is blocked with stones, rubbish and weeds which prevents access being obtained to the side of the Property.

7.9.3 The fencing requires attention.

The Tenant explained that he has temporarily repaired the fences at the rear of the Property, but they are not secure. The fence at the front is falling over and is not secure.

The Landlord explained that he would speak to the neighbour and arrange for the fences to be repaired.

7.9.4 The sheds need to be taken away.

The Tenant advised that he dismantled the sheds to enable them to be removed. They agreed to split the cost but they have still to be removed.

7.9.5 The guttering has only been cleaned once since he moved in.

The Tenant explained that the guttering has only been cleaned once in seven years.

The Landlord agreed that the gutters have not been cleared for sometime.

7.9.6 The back step needs to be repaired as it moves and could be dangerous.

The Tenant explained that the back step has dropped down and is uneven.

7.9.7 The loft needs to be checked to see if there is loft insulation.

The Tenant explained that the loft is partially insulated.

The Committee advised the parties that as there were no floor coverings in the Property at the commencement of the lease this matter is out with the remit of the Repairing Standard. They also explained that the agreement or otherwise between the Parties to redecorate the Property and cut the grass was also out with the Repairing Standard.

8. Findings of the Committee

8.1 The Committee found that the Light fitting in the bathroom and the leak in the kitchen have been satisfactorily repaired, as confirmed by the Tenant.

8.2 The Committee also found that as there is partial insulation in the Property the determination as to whether the insulation is sufficient is a matter out with the Repairing Standard.

8.3 The Property is not wind and watertight and in all other respects reasonably fit for human habitation (Section 13(1)(a) of The Housing (Scotland) Act 2006).

The Committee determined that:

8.3.1 There was only slight evidence of mould on the kitchen ceiling and no evidence of dampness therefore the mould did NOT result in the kitchen ceiling not being wind and water tight.

8.3.2 The presence of items in the garden to the side of the Property does not prevent access and therefore does NOT result in the Property not being reasonably fit for human habitation.

8.3.3 The presence of the shed components in the back garden of the Property does NOT result in the Property not being reasonably fit for human habitation.

8.3.4 The overhanging branches did not interfere with the telephone lines or affect the amenity of the garden and does NOT result in the Property not being reasonably fit for human habitation.

8.3.5 The leak in the flat roof above the porch and the absence of the weather strips to the front and back doors of the Property DOES result in the Property not being wind and water tight.

8.4 That the structure and exterior of the Property (including the drains, gutters and external pipes) are not in a reasonable state of repair and proper working order (Section 13(1)(b) of The Housing (Scotland) Act 2006).

8.4.1 The Committee did not find any material defect in the condition of the staircase, the floor boards throughout the Property, the door frames or the walls detailed in the application. Also they did not consider the hole in the floorboard in the Kitchen to be significant.

Therefore they determined that the condition of the staircase, walls and door frames of the hall, landing and kitchen and the hole in the kitchen floor and also the condition of the floorboards throughout the Property does NOT result in them not being in a reasonable state of repair and proper working order.

8.4.2 The Committee determined that the broken window in the bedroom, the condition of the fencing, the guttering and the back step DOES result in these items not being in a reasonable state of repair and proper working order.

8.5 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. (Section 13(1)(c) of The Housing (Scotland) Act 2006).

8.5.1 The Committee considered the crack to the light fitting in the front room to be a minor defect which does NOT result in it not being in a reasonable state of repair and in proper working order.

8.5.2 The Committee were unable to determine if the condition of the electric wiring in the kitchen and the central heating was in a reasonable state of repair and in proper working order and therefore require the Gas Safety Certificate and Electrical PIR certificates to be exhibited and determined that if they disclose that the items are not in proper working order the necessary repairs should be carried out to render them in proper working order.

8.6 That the fixtures, fittings and appliances provided by the Landlords under the tenancy were not in a reasonable state of repair and in proper working order (Section 13(1)(d) of The Housing (Scotland) Act 2006).

8.6.1 The Committee determined that the scratch to the WC pan did not prevent the WC from being in proper working order. Also they considered that the fan vent was worked properly and the absence of a cover does not result in it being defective. Further, as the wardrobe doors had not been fitted at the commencement of the tenancy and had been accepted by the Tenant there was no obligation on the Landlord to fit them. Therefore the Committee determined that the condition of the toilet, the fan vent, the unfitted doors to the built in wardrobes does NOT result in them not in a reasonable state of repair and in proper working order.

8.6.2 The Committee also determined that the defective kitchen units and the loose wash hand basin in the bathroom DOES result in these items not being in a reasonable state of repair and in proper working order

8.7 The property has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire. (Section 13(1)(f) of The Housing (Scotland) Act 2006).

8.7.1 The Committee acknowledged that the absence of an interlinked hard wired smoke alarm system is a breach of the regulations as the Property is a two storey property. Consequently the Committee determined that property does NOT have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.

Decision

9. The Committee accordingly determined that the Landlord had failed to comply with the duties imposed by Sections 13 (1)(a), 13(1)(b), 13(1)(c), 13(1)(d), 13(1)(f) and 14 of the Act, as stated.

10. The Committee proceeded to make a Repairing Standard Enforcement Order as required by section 24(1).

11. The decision of the Committee was unanimous.

Right of Appeal

- 12. 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.**

Effect of section 63

- 13. 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.**

J Taylor

Signed Date 30th August 2012
Chairperson