

Housing and Property Chamber
First-tier Tribunal for Scotland



Notice of a Decision to Vary

A Repairing Standard Enforcement Order

Housing (Scotland) Act 2006 Section 25

Chamber Ref: FTS/HPC/RP/17/0095

**Re: Property at Keeper's Cottage, Borthwickbrae. Hawick, Scottish Borders
TD9 7NA ("the Property")**

Title No: ROX12810 (part)

The Parties:-

**Mr Max Arthur and Mrs Debi Arthur, both residing at Keeper's Cottage,
Borthwickbrae, Hawick, Scottish Borders TD9 7NA ("the Tenant")**

**Mr Richard White and Ms Katherine Clark, both residing at Borthwickbrae
House, Borthwickbrae, Hawick, Scottish Borders TD9 7NA (represented by Mr
Guy Sampson of Savills, 18-20 Glendale Road, Wooler, Northumberland NE71
6DW) ("the Landlord")**

**Tribunal Members: George Clark (Legal Member/Chairman) and Andrew Taylor
(Ordinary/surveyor Member)**

**NOTICE TO MR RICHARD WHITE AND M/s KATHERINE CLARK
("the Landlord")**

The First-Tier Tribunal for Scotland (Housing and Property Chamber) having determined on 17 July 2018 that the Repairing Standard Enforcement Order relative to the Property made on 9 May 2017 should be varied, the said Repairing Standard Enforcement Order is hereby varied with effect from the date of service of this Notice in the following respect:-

1. The period allowed for the completion of the work required by the Order is extended to a date falling 6 weeks after the date on which the Tribunal's Decision is intimated to the Parties.

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 variation is suspended until the appeal is abandoned or finally determined, and where the appeal is abandoned or finally determined by confirming the decision, the variation will be treated as having effect from the day on which the appeal is abandoned or so determined.

In witness whereof these presents typewritten on this and the preceding page are executed by George Barrie Clark, solicitor, Lasswade, Legal Member/Chairperson, at Lasswade on 17 July 2018 before this witness Valerie Elizabeth Jane Clark, 5 School Brae, Lasswade. Midlothian.
G Clark

V Clark

 Legal Member/Chairperson _____ Witness

Housing and Property Chamber

First-tier Tribunal for Scotland



Statement of Decision of the Housing and Property Chamber of the First-tier tribunal for Scotland under Section 25 (1) of the Housing (Scotland) Act 2006

Chamber Ref: FTS/HPC/RP/17/0095

**Re: Property at Keeper's Cottage, Borthwickbrae, Hawick, Scottish
Borders TD9 7NA ("the Property")**

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The Parties:-

**Mr Max Arthur and Mrs Debi Arthur, both residing at Keeper's Cottage,
Borthwickbrae, Hawick, Scottish Borders TD9 7NA ("the Tenant")**

**Mr Richard White and Ms Katherine Clark, both residing at
Borthwickbrae House, Borthwickbrae, Hawick, Scottish Borders TD9
7NA (represented by Mr Guy Sampson of Savills, 18-20 Glendale Road,
Wooler, Northumberland NE71 6DW) ("the Landlord")**

**Tribunal Members: George Clark (Legal Member/Chairman) and Andrew
Taylor (Ordinary/Surveyor Member)**

Decision

**The First-tier Tribunal for Scotland (Housing and Property Chamber)
("the Tribunal"), having made such enquiries as it saw fit for the
purposes of determining whether the Landlord had carried out the work
required by the Repairing Standard Enforcement Order in respect of the
Property, made on 9 May 2017, and having heard from both the Tenant
and the Landlord at a hearing on 17 July 2018, determined to Vary the
Order, so as to extend the period within which the work required by the
Order must be completed, all in terms of Sections 25(1) and 25(2) of the
Housing (Scotland) Act 2006 .**

Background

- 1. On 9 May 2017, the Tribunal made a Repairing Standard Enforcement
Order in respect of the Property, having determined that the Landlord had**

failed to comply with the duty imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 ("the Act").

2. The Order requires the Landlord to:

(1) Instruct an RICS registered and qualified building surveyor to carry out a survey and report on the condition of the following: -

- Slate roof covering, chimneys, associated flashings, eaves, soffits, sarking, roof timbers, rainwater goods including downpipes and connections to underground drainage.
- External walls and render.
- Penetrating damp to external walls throughout the property with particular reference to the living room, dining room and kitchen.
- Rising damp throughout the property with particular reference to the living room timber floor and associated joists

The Landlord must then carry out and complete any and all repairs to the property identified and recommended by the said report and provide a copy of the said report to the Tribunal.

(2) Engage a suitably qualified drainage professional to examine, test and report on the condition and operation of the external drainage installation and septic tank, to provide a copy of the said report to the Tribunal, and to carry out any recommendations highlighted in that report and leave the complete soil and rainwater system in proper working order.

(3) Provide a supply of water to the property which is of sufficient quality and quantity for domestic use and compliant with the Private Water Supplies (Scotland) Regulations 2006, to include connections to the tenant's existing filtration system: on completion of the works obtain a report by a suitably qualified, independent person as to the sufficiency of the quality and quantity of the water supply for domestic use to the property; and provide a copy of the said report to the Tribunal.

(4) Repair or replace all sash and case and casement windows to the property to render them wind and watertight, secure, in proper working order and capable of opening for proper ventilation.

(5) Carry out such works as are required to make safe the dangerous masonry boundary walls adjacent to the byre and

(6) Carry out all making good and decoration associated with the completion of the foregoing works.

The Tribunal ordered that the reports specified in the Order must be obtained within the period of 2 months from the date of service of the Order and all remedial works carried out and completed within the period of six months thereafter

3. The Ordinary/surveyor Member of the Tribunal reinspected the Property on 9 March 2018. The Tenant and the Landlord's agent were both present at the reinspection.
4. A copy of the reinspection report is attached to and forms part of this Statement of Decision.
5. The Ordinary/Surveyor Member of the Tribunal reported that a Specific Detail Report by Jonathan Watson of Savills, dated 31 July 2017 had contained recommendations to address the defects in the Property. These had been largely addressed, including re-covering of major sections of the roof including associated flashings and partial roof repairs elsewhere; repairs to chimney stacks, including the repositioning of the incoming electricity supply; renewal of rainwater goods, repairs at eaves' soffit boards; improved drainage to the perimeter of the Property, with an additional downpipe; removal of rendering to the northeast elevation; partial dry lining of the northeast wall internally; a new concrete floor to the living room, the solid fuel heater having been removed to accommodate this work; and mechanical ventilation to the kitchen area.
6. A report on the drainage system had been provided and recommendations within that report had been addressed, including the realignment of drain legs, rodding pipework and extending the outfall from the septic tank.
7. Extensive work had been carried out on the water supply installation, including work at the remote cistern and replacement of pipes. A satisfactory water quality test had been provided.
8. With the exception of the larder, all the windows had been satisfactorily replaced.
9. The unsafe masonry walls at the byre area had been demolished.

10. A certain amount of making good work and decoration had been undertaken.
11. The Ordinary/Surveyor Member of the Tribunal then noted the works required by the Order which remained outstanding.
12. In the Specific Defect Report, woodworm had been identified within the roofspace timbers, but the recommended spray treatment had not been carried out.
13. The Landlord would have to provide a source of heating within the living room area. If it was proposed to use an open fire, the Tribunal would require a report by a competent tradesman detailing the effectiveness and safety of the flue system and provide suitable carbon monoxide detection.
14. In the course of the rewiring works, damage had been caused to the Tenant's Rangemaster cooker, including a control knob and a chrome handle. These would have to be repaired.
15. Some making good works had been carried out, but several areas were still affected by previous water damage or the consequences of the remedial works and making good with associated decoration was required in the following areas:
 - The ceiling of the corridor to the bedroom/bathroom was extensively damaged and there was boss plaster to the walls.
 - In the living room there was damage to skirting and facings and redundant sockets and trunking had to be removed.
 - Reinstatement of the timber dado lining on the northeast wall of the dining room.
 - There was water and mould damaged plaster to the walls and ceiling of the kitchen/pantry and making good decoration and tiling was required.
 - The walls and ceiling of the porch at the front door required to be plastered.
 - There were gaps/holes in the stonework and pointing where render had been removed on the northeast elevation.
 - There were gaps/holes in the soffit boarding adjacent to the areas of repair.
 - It was not possible to inspect any making good requirements resulting from the drainage and demolition works, as the ground was covered in snow at the date of the reinspection, but there might be requirements in that area.

16. The Tribunal inspected the Property on the morning of 17 July 2018. The Tenant and the Landlord's agent were present during the inspection and both were present at the hearing. The weather at the time of the inspection was warm and sunny, after a prolonged dry spell.
17. A file of photographs, taken at the inspection, is attached to and forms part of this Statement of Decision.
18. Following the inspection of the Property the Tribunal held a hearing at Heart of Hawick Tower Mill, Kirkstyle, Hawick, Scottish Borders TD9 0AE and heard from both the Tenant and the Landlord's agent.

The Hearing

19. The Tenant accepted that the work required by Items 1, 2, 3, 4 and 5 of the Order had been carried out, but pointed out that slates were slipping on the southwest elevation, there were still holes in the soffits, some stonework had fallen out where the rendering had been removed and there was a gap in the stonework at the wallhead. The necessary replastering of the kitchen/pantry area had not been done. The outlet to the septic tank was not satisfactory, as it utilised a plastic plant pot which belonged to the Tenant. The skirting at the entrance to the living room was detached and the wood panelling and dado railing in the dining room should be replaced. Plastering of the gaps left when sockets were removed was not satisfactory and water ingress had damaged the plaster in the back corridor and the necessary replastering and decoration had not been carried out.
20. The Landlord's agent stated that the slipped slates were a matter of ongoing maintenance and the Landlord would expect to refit them and also to carry out repairs to gutter brackets, which might have become damaged by the heavy snow which had fallen in the winter and spring. He contended that the thickness of the wall at the location of the soffits was such that no further work was required to meet the Order. The Landlord had suggested, when commenting on the reinspection report in April 2018, that the walls should be allowed to dry out. They were now dry to the touch and the suggestion was to cut an air gap, take off the loose and deteriorated plaster and carry out a patch repair and then redecorate. The Tenant disagreed with this approach, pointing out that there had been an enormously long period of exceptionally dry weather and what was required was replastering and redecoration.
21. The Landlord's agent told the Tribunal that he had been unaware that one of the Tenant's plant pots had been used by the contractors. He stated that the drains were in perfectly good condition, but had been blocked by

domestic fat. The Tenant responded that this had been because the Landlord had not cleared the drains.

22. The Landlord's agent accepted that some making good works were still to be carried out, including re-attaching the skirting board in the living room, but he contended that the wood panelling and dado rail in the dining room had become part of the Property under the law relating to accession. It had been so badly damaged by dampness that it had been removed and the Landlord did not propose replacing it.
23. The discussion then turned to the question of space heating in the living room. A wood-burning stove had been installed by the Tenant, but it had been removed when the concrete floor was laid, as it had been standing on the previous wooden flooring. The complaint of the Tenant was that there had been no consultation about this. It had simply been removed by the Landlord's contractors, along with the tiled hearth. The Tenant had never agreed to an open fire. The Tenant's stove was now lying outside, wrapped in polythene sheeting, and the hearth and tiles had simply been dumped with the spoil from the demolition of the wall of the byre.
24. The Landlord's agent told the Tribunal that the stove could not be reinstated as it had previously existed. Modifications to the flue costing in the region of £3,500 would be required, as the Landlord had been advised that there was a fire risk, the chimney was not lined and the closure plate was not properly sealed. The Tenant contested that figure and said that the Council had advised that the stove could be replaced on a like-for-like basis. The Landlord's agent also raised the possibility that the stove, by accession, had become the property of the Landlord.
25. The Landlord's agent provided the Tribunal and the Tenant with a report from Mr Paul Brownlie of A W Chimneys of Kelso, following upon an inspection carried out on 12 July 2018. The Tenant had informed him that there were smoking issues with the open fire, but only on windy days. Mr Brownlie recommended fitting a FlueCube cowl to tackle the problem, which he had identified as down draught caused by the Property being overlooked on one side by trees that were considerably taller than the house.
26. The Landlord's agent added that the other options would be to close off the fireplace and put in a radiator fed by the existing central heating system, or to put in an electric radiator. Reinstatement was impossible as the stove did not meet current regulatory standards.

27. The Tenant's position was that there had been an installation which met the Tenant's requirements and it had been removed without the Tenant's consent, so should be reinstated, with making good the tiles and hearth.

28. The Tenant raised the issue of the way in which the ground had been left after the drainage works. The Landlord's agent said that this was a brick path ending with a hardcore path leading to the bottom of the garden. The way it had been left was consistent with the ground to either side of the path. The Tenant disagreed, saying that the ground beyond the brick path had been lawn before the works were carried out.

29. In relation to the recommended woodworm treatment, the Landlord's agent told the Tribunal that the Landlord would like to carry out the treatment, but this might require emptying the attic. The Tenant suggested that proper sequencing of work would get round this problem, with the contents of the attic being moved around to accommodate the work.

30. Closing Comments

31. The Tenant told the Tribunal that the issue regarding the woodworm treatment typified the poor project management that had been evident for many months. The woodworm treatment could have been scheduled whilst other work in the roof area was going on, thus minimising disruption. The contractors had, without asking, used the Tenant's ladders and a plastic plant pot. For a year, the Tenant had had to use bottled drinking water and, until a piece of redundant wiring was removed on the previous Friday, no work whatever had been done for 5 months.

32. The Landlord's agent felt that the Landlord had done really well on timing, particularly as there had been a very severe winter and the Property was in a remote location. A large amount of work had been carried out within the timescale set out in the Order. The Landlord had expected the Tribunal to issue Directions or a further Order following the inspection in March 2018 and the Landlord's comments, made in April, on that report. When the Landlord realised that the Tribunal was not going to make a further Order or issue Directions, the builder had visited the Property in June 2018 to prepare a specification and costing for the work that the Landlord's agent had suggested in an email of 6 April. The Landlord's agent was not able to suggest a realistic time frame for completing the work, as it depended on the availability of contractors.

33. The Tenant asked the Tribunal to consider a 20% reduction in the rent as a motivator to the Landlord, but the Landlord's agent was of the view that

his client did not need any such motivation. The Landlord had a genuine desire to get the work done.

34. The Parties then left the hearing and the Tribunal members considered all the written representations and documentation before them, together with the evidence led at the Hearing.

Summary of the issues

35. The issues to be determined were whether the Landlord had carried out the work required by the Order and, if not, whether to extend the period within which the work must be completed or whether the Tribunal should issue a Notice of Failure to Comply with the Order and consider making a Rent Relief Order.

Findings of fact

36. The Tribunal finds the following facts to be established:-

- The survey and report required by the Order have been provided and cover the various matters set out in Item 1 of the Order, but some of the repairs identified and recommended in the report have not yet been carried out. No work has been carried out in the rear corridor, making good work has still to be completed in the living room, the wood panelling and dado rail in the dining room have not been replaced. No work has been done in the pantry area, the porch has not been replastered, there are gaps/holes in the stonework and pointing on the northeast elevation and there are gaps/holes in the soffit boards. The treatment of woodworm in the attic had not been carried out.
- There is evidence of significant moisture content in the gable wall of the pantry off the kitchen, with a moisture meter reading of 30% on the back wall and 18% on the internal side wall. There is also evidence of mould towards floor level on the internal gable wall.
- The skirting in the living room, adjacent to the door leading from the dining room has become partially detached and is poorly finished.
- There are some slipped slates and deviation in guttering. These are ongoing maintenance items, as they have occurred since the work done under the Order in those areas was completed.
- The Tribunal has seen evidence of the recommendations of a drainage professional having been carried out and the soil and rainwater systems appear to be in proper working order.
- The Tribunal has seen evidence that the supply of water to the Property is of sufficient quality and quantity for domestic use and compliant with the Private Water Supplies (Scotland) Regulations 2006.

- The windows in the Property have been replaced by the Landlord.
- The masonry boundary walls adjacent to the byre have been taken down.
- The damage to the Tenant's Rangemaster cooker, identified at the reinspection on 9 March 2018 had been repaired.

Reasons for the decision

37. The Tribunal noted the Tenant's comments about the outfall to the septic tank and the use of a plant holder. It was regrettable that the contractors used something which belonged to the Tenant without seeking prior permission, but in terms of the finished detail and the location of the outfall, the Tribunal did not regard it as an issue of concern.
38. The Tribunal noted that the dining room walls have been replastered and redecorated. There is timber lining on 3 walls, but it has been removed from the treated wall. The Landlord's agent suggested that, even though the timber lining had been fitted by the Tenant, it had become the Landlord's property by operation of the legal doctrine of accession, as it was a permanent fixture. It was not part of the Tribunal's function to determine ownership, but the Tribunal held that in terms of the Order, it required the Landlord to reinstate the timber panelling and dado rail as part of the process of making good.
39. The Tribunal did not consider the question of ownership of the wood-burning stove or the hearth and tiling. The tile pattern has been discontinued, but the replacement tiles on the fire surround are a reasonable colour match. Reinstatement is, in any event, impracticable and may be impossible. The Tribunal determined that the suggested solution of fitting a FlueCube cowl would make the Property comply with the repairing standard, albeit this was not the outcome that the Tenant wished. The Landlord was unwilling to reinstate the stove without carrying out what the Landlord saw as extensive remedial works to the chimney and flue, in order to meet current safety standards.
40. The Tribunal determined that, whilst the external work to the kitchen/pantry gable wall has been carried out and the problem of water ingress should be resolved, the internal kitchen and pantry walls have not been attended to. There is evidence of mould and there are indications that there is still a dampness problem in this area, with high residual moisture content in the plasterwork. The view of the Tribunal is that this area will have to be replastered prior to redecoration.
41. The porch still has to be replastered and redecorated.

42. The Tribunal does not expect the Landlord to repoint the entire northeast elevation, but the obvious areas where there are gaps between the stones and some missing sections of stone will have to be addressed.
43. There are obvious holes and gaps in the soffit boards. The Tribunal noted the Landlord's argument that there is no evidence that they are admitting rainwater, but is of the view that the Landlord should carry out such repairs as are necessary to ensure there are no such holes or gaps, as, otherwise, there is the potential that water will in due course enter the fabric of the Property.
44. The Tribunal noted that the continuation of the brick path from the rear of the house had been left as rubble. This should be cleared of builders' rubbish so that the path is clearly delineated.
45. The Tribunal had considerable sympathy for the Tenant, who had waited a very long time to see the repairs required by the Order carried out. The Tribunal considered, therefore, whether to issue a Notice of Failure to Comply and, consequently the making of a Rent Relief Order. The view of the Tribunal was, however, that most of the work required by the Order had been carried out and that the most practicable solution was to agree to extend by a short period the time limit within which the work required by the Order had to be carried out. The Tribunal felt that a 6-week period was sufficient to complete the outstanding work and that the imposition of such a relatively short time limit would encourage the Landlord to ensure sufficient resources were applied to bring this long-running matter to an end. The Tribunal was, however, clear that a failure by the Landlord to complete the work within this new timescale would be regarded as a failure to comply with the Order. It would be completely unacceptable to expect the Tenant to go through a second winter with the work still outstanding.

Decision

46. The Tribunal determined to extend, to a date falling 6 weeks after the date of notification to the Parties of its Decision, the period within which the Landlord must carry out the work required by the Repairing Standard Enforcement Order in respect of the Property, made on 9 May 2017.
47. The decision of the Tribunal was unanimous.

Right of Appeal

48. In terms of section 46 of the Tribunals (Scotland) Act 2014, a party

aggrieved by the decision of the Tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.

- 49. 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.**

G Clark

Signed Date: 17 July 2018
Legal Member/Chairperson



This is the Reinspection Report
of 9 March 2018 referred
to in the original Statement
of Decision

G Clark

(Signed) David James Clark
17 July 2018

Re-Inspection Report



Property – Keeper's Cottage, Borthwickbrae, Hawick. TD9 7NA

Reference- FTS/HPC/RP/17/0095

Surveyor – Andrew Taylor, MRICS

Previous Inspections – Full Tribunal – 9th May 2017 & 6th November 2017

Re-inspection – 9.00am, 9th March 2018

Weather – Cold, dry and sunny. Snow lying on ground and roofs.

In Attendance – Mr Max Arthur, Mrs Debi Arthur, Tenants, Mr Guy Sampson, Savills, Landlord's representative.

Purpose of Re-inspection - To establish if the work required under the Repairs Standard Enforcement Order had been completed.

RSEO – In terms of the RSEO issued on 9th May 2017 the Landlord was required to carry out such work as was necessary to ensure that the house meets the repairing standard and in particular the following specific areas: -

1) Instruct an RICS registered and qualified building surveyor to carry out a survey and report on the condition of the following: -

- Slate roof covering, chimneys, associated flashings, eaves, soffits, sarking, roof timbers, rainwater goods including downpipes and connections to underground drainage.

- External walls and render.
- Penetrating damp to external walls throughout the property with particular reference to the living room, dining room and kitchen.
- Rising damp throughout the property with particular reference to the living room timber floor and associated joists

The Landlord must then carry out and complete any and all repairs to the property identified and recommended by the said report. Provide a copy of the said report to the Tribunal.

2) Engage a suitably qualified drainage professional to examine, test and report on the condition and operation of the external drainage installation and septic tank. Carry out any recommendations highlighted in that report and leave the complete soil and rainwater system in proper working order. Provide a copy of the said report to the Tribunal.

3) Provide a supply of water to the property which is of sufficient quality and quantity for domestic use and compliant with the Private Water Supplies (Scotland) Regulations 2006. Include connections to the tenant's existing filtration system. On completion of the works obtain a report by a suitably qualified, independent person as to the sufficiency of the quality and quantity of the water supply for domestic use to the property. Provide a copy of the said report to the Tribunal.

4) Repair or replace all sash and case and casement windows to the property to render them wind and watertight, secure, in proper working order and capable of opening for proper ventilation.

5) Carry out such works as are required to make safe the dangerous masonry boundary walls adjacent to the byre and

6) Carry out all making good and decoration associated with the completion of the foregoing works.

Works In RSEO Carried Out

- 1) A Specific Detail Report Dated 31st July 2017 was carried out by Jonathan Watson of Savills, which carried recommendations to address the cottage defects. These have largely been addressed including:- Recovering of major sections of the roof including associated flashings and partial repairs elsewhere; repairs to chimney stacks including the repositioning of the incoming electricity supply; renewal of rainwater goods; repairs at eaves soffit boards; improved drainage to the perimeter of the building an additional downpipe; removal of rendering to northeast elevation; partial dry lining of north east wall internally; new concrete floor to living room (Note solid fuel heater removed to accommodate this); mechanical ventilation to kitchen area.
- 2) A Report on the drainage system has been provided and recommendations within that report have been addressed including the realigning of drain legs, rodding pipework and extending the outfall.
- 3) Extensive work has been carried out on the water supply installation including work at remote cistern and replacement of pipes. A satisfactory water quality report has been provided.
- 4) With the exception of the larder, all windows have been satisfactorily replaced.
- 5) The unsafe masonry walls at the byre area have been demolished.
- 6) A certain amount of making good work and decoration has been undertaken

Works in the RSEO Outstanding

- 1) Within the Specific Defect Report carried out by Savills woodworm has been identified within the roofspace timbers, however, the recommended spray treatment has not been carried out.
- 2) Provide a source of heating within the living room area. If it is proposed to use an open fire, provide a report by a competent person detailing the effectiveness and safety of the flue system and provide suitable CO detection.
- 3) In the course of the rewiring works damage has been caused to the tenant's Rangemaster cooker including a control knob and front chrome handle. These should be repaired. ✓
- 4) Some making good works have been carried out but several areas are still affected by previous water damage or the consequences of the remedial works and making good with associated decoration is required:-
 - Corridor to bedroom/bathroom ceiling extensively damaged and boss plaster to walls.
 - Living room damage to skirting and facings and removal of redundant sockets/trunking. ✓ but not made good
 - Dining room re-instatement of timber dado lining on northeast wall.
 - Kitchen/pantry - water and mould damaged plaster to walls and ceiling include making good decoration and tiles
 - Porch at front door plaster walls and ceilings
 - Gaps/holes in stonework and pointing where render removed on northeast elevation
 - Gaps/holes in soffit boarding adjacent to repairs
- 5) It was not possible to inspect any making good requirements required due to drainage and demolition works due to lying snow, however, it may be that there are requirements in this area.

Photographs

(All March 2018)



Roof, chimneys, rainwater goods and windows.



Roof, chimneys, rainwater goods and windows.



Chimney repair where electricity supply removed



Render removed north-east elevation



Pointing issues north-east elevation



Soffit board issues



Roof timbers



Pointing to chimney in roof space



Dry lining and new window living room



Skirting finish living room



Hearth and surround living room



Ceiling in corridor area



Walls at pantry area



Walls at porch area



Cooker control knob



Rangemaster cooker

Comments

This Report will be distributed to the Tenant and Landlord for comments and will be referred to the Tribunal of the Housing and Property Chamber, First-tier Tribunal For Scotland for their consideration and further action.

Andrew Taylor MRICS

Surveyor Member, Housing and Property Chamber, First-tier Tribunal For Scotland

14th March 2018



This is the Remspeak Schedule
of Photographs referred to
in the Judge's Statement
of Decision, relating to
the remspeak of 17
July 2018

G Clark

Lois - Mrs/Chair
17 July 2018

Keepers Cottage, Borthwickbrae, Hawick TD9 7NA
FTS/HPC/RP/17/0095
Schedule of Photographs - Inspection Date – 17th July 2018
Weather – Dry, slightly overcast



1. The property



2. Side of house - making good at
water main and drain



3. Making good at downpipe



4. End of path where drainage altered



5. Septic tank outfall showing use of tenant's plant holder as termination



6. Area where masonry wall removed



7. Spoil heap from demolition showing hearth and tiles removed from living room.



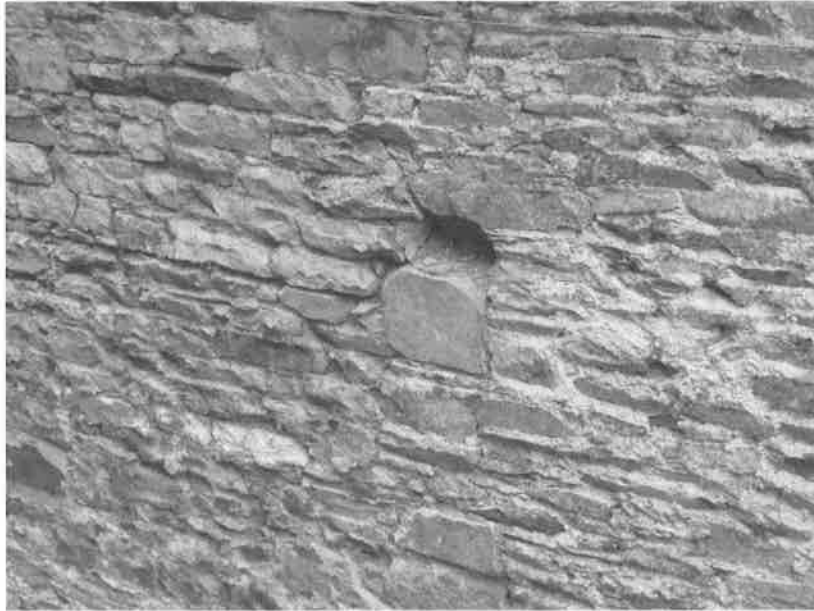
8. Wood burning stove – removed from living room.



9. Gaps at eaves soffit



10. Holes at wallhead/ eaves soffit



11. Hole/gap at wall where render removed



12. Sagging gutters



13. Damaged plaster at porch



14. Pantry - plaster



15. Moisture reading at pantry



16. Broken rainwater downpipe



17. Dining room repairs. Panelling removed.



18. Loose and repaired skirting at living room



19. Living room wall where trunking removed



20. Back corridor plasterwork



21, Back corridor plasterwork



22. Back corridor plasterwork



23. Tile repairs at living room fireplace