



## Repairing Standard Enforcement Order

### Ordered by the Private Rented Housing Committee

**Re: East Lodge, Corriebeg, Culbo, Culbokie, IV7 8JX being part of the subjects described in Notice of Title by Andrew Iain Johnston and Lyndsey Anne Johnston recorded GRS (Ross and Cromarty) 29<sup>th</sup> June 2006 ('The Property')**

**The Parties:**

**Miss Neveille-Suzanette MacDonald- Rolfe residing at East Lodge, Corriebeg, Culbo, Culbokie, IV7 8JX ('The Tenant')**

**Andrew Johnston residing at 21, Upper Kessock Street, Inverness, IV3 8HF and Lyndsey Johnston residing at Corriebeg, Culbo, Culbokie, IV7 8JX ('The Landlord')**

**REF:PRHP/RP/15/0336**

**The Committee members were Jacqui Taylor (Chairperson) and Angus Anderson (Surveyor Member).**

#### **NOTICE TO The said Andrew Johnston and Lyndsey Johnston**

Whereas in terms of their decision dated 11th February 2016, the Private Rented Housing Committee determined that the Landlords have failed to comply with the duty imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 and in particular the Landlords have failed to ensure that: the Property was wind and water tight and in all other respects reasonably fit for 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 proper working order and that the fixtures and fittings and appliances provided by the Landlords under the Tenancy are in a reasonable state of repair and proper working order.

The Private Rented Housing Committee now requires the Landlords 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 Landlords to:-

1. Repair or replace the patio door.
2. Repair or replace the kitchen back door.
3. Carryout such repairs and/ or upgrading to ensure that the water supply to the Property is wholesome and meets the requirements of the Housing (Scotland) Act 2006 and the Private Water Supplies (Scotland) Regulations 2006.
4. Repair or replace the cooker door.
5. Repair or replace the external light.
6. Repair or replace the defective kitchen unit drawers.
7. Remove the weeds from the gutters to render them in proper working order.
8. Fill in the pot holes in the driveway and lower the high points of the driveway to enable an ordinary motor vehicle to use the driveway without risk of damage.

The Private Rented Housing Committee order that these works must be carried out and completed By 30<sup>th</sup> April 2016.

**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 11<sup>th</sup> February 2016  
Chairperson

✓ **K Byrne**

..... witness: KEIRSTEN BYRNE, 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: East Lodge, Corriebeg, Culbo, Culbokie, IV7 8JX being part of the subjects described in Notice of Title by Andrew Iain Johnston and Lyndsey Anne Johnston recorded GRS (Ross and Cromarty) 29<sup>th</sup> June 2006 ('The Property')**

#### **The Parties:**

**Miss Neveille-Suzanette MacDonald- Rolfe residing at East Lodge, Corriebeg, Culbo, Culbokie, IV7 8JX ('The Tenant')**

**Andrew Johnston residing at 21, Upper Kessock Street, Inverness, IV3 8HF and Lyndsey Johnston residing at Corriebeg, Culbo, Culbokie, IV7 8JX ('The Landlord')**

**REF:PRHP/RP/15/0336**

#### **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) in relation to the Property, determined that the Landlords have failed to comply with the duty imposed by Section 14 (1)(b) of the Act.**

#### **Background**

1. By application dated 1<sup>st</sup> December 2015 the Tenant applied to the Private Rented Housing Panel for a determination of whether the Landlords have failed to comply with the duties imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 ("the Act").
2. The application by the Tenant stated that she considered that the Landlords have failed to comply with their duty to ensure that the Property meets the repairing standard. She advised that the Property is not wind and watertight and in all other respects reasonably fit for human habitation; the structure and exterior of the Property (including drains, gutters and external pipes) are not 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 not in a reasonable state of repair and proper working order; any fixtures, fittings and appliances provided by the Landlords under the tenancy are not in a reasonable state of repair and proper working order and The Property does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.

In particular the application stated:-

- 2.1 East Lodge is not wind and water tight. The patio door does not lock and I do not have a key.
- 2.2 The back door seals have gone and it lets in water also the window is loose.
- 2.3 The guttering has never been cleaned out by the Landlords and are overgrown with weeds.
- 2.4 The water supply is contaminated and I have never been given fresh clean drinking or cooking water. The water supply such as it is, is switched on and off manually by Ms Johnston at her will.
- 2.5 The cooker door is broken.

- 2.6 The external light was damaged in the storms of January 2015.
  - 2.7 The kitchen has drawers that were damaged from before I moved in.
  - 2.8 The boiler has never been serviced.
  - 2.9 The oil tank is cracked, is not banded and is within 2 meters of the Property.
  - 2.10 The drive way up to the properties is pot holes and in winter becomes impassable.
  - 2.11 There is a fire alarm but only one.
  - 2.12 The floor in the kitchen is warped due to water coming in.
3. The Tenant's representative Bruce Smith of Ross and Cromarty Citizens Advice Bureau had notified the Landlords of the alleged defects by letter of notification dated 11<sup>th</sup> November 2015. That letter of notification did not include the alleged defect that there was only one fire alarm in the Property or refer to water ponding at the kitchen door steps.
  4. 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.
  5. The Committee members were Jacqui Taylor (Chairperson) and Angus Anderson (Surveyor Member).
  6. The Private Rented Housing Committee served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon the parties dated 8<sup>th</sup> January 2016.
  7. The Committee issued a Direction to the Landlords dated 11<sup>th</sup> January 2016 which required the Landlords to provide by 31<sup>st</sup> January 2016:

*'The most recent local authority risk assessment on the quality of the water supply to the property under The Private Water Supplies (Scotland) Regulations 2006 and An up to date Certificate from a Registered Engineer addressing the working order, condition and safety of the boiler.'*

8. Lyndsey Johnston, one of the Landlords sent written representations, received by the PRHP offices on 25<sup>th</sup> January 2016, in the following terms:

*'1. I would like to make it clear that I have not been involved with rented properties for some time and these are now looked after by my brother.*

*2. We currently own the property however we have taken legal steps to split our inherited property up- I will only own the house I live in and my brother Andrew Johnston will own East Lodge and West Lodge in their entirety. The following picture outlines the new property boundaries.*

*3. We have taken many steps to try and rectify the problem with the water. The water supply is contaminated with bacteria, aluminium, Magnesium and Iron. We tried to get a Scottish Water connection and were refused on the basis we are too high up to get pressure. We have been told that current technologies could not clean the water to a satisfactory standard. Highland council has suggested trying a new borehole to see if this eliminates the mineral problem- the cost of this experiment would be in the region of £7000 and if successful the total cost would be in the region of £25,000.*

*4. Myself and my brother have attempted to get finance to remedy the problem. We have both been unsuccessful- I have now tried 5 separate lenders.*

*5. The Tenant wrote to my brother on 28<sup>th</sup> August 2014 stating that she intended to pay less rent until the water issue was resolved. She provided details of the rent payment that had been made.*

*6. The Tenant has only on one instance notified that she had no water supply to the house. That was by text message on 20<sup>th</sup> January 2015- on that instance the pipes inside East Lodge were frozen and my brother organised a plumber.*

*7. The pump in the borehole is broken in that the non-return valve which would shut off the pump is not working. I am currently manually putting the pump on and off 3 times a day. If we are away from home the pump can be manually put on and off inside the shed. If I had forgotten to do this and it is still being operated from my fusebox, The Tenant has a key to*

my house and is welcome to use it to access the fusebox-she has also been shown how to operate the pump inside the shed and from my fusebox.

8. In February 2015 my brother arranged for a reverse osmosis water filtration system to be fitted to East Lodge, The Tenant was notified of the work being carried out and I let the tradesmen in to carry the work out while she was at work. The Tenant then phoned the police to report that I had illegally entered the Property. This demonstrates how difficult The Tenant can be-especially in respect of repairs to the Property.

9. The Tenant was given two full sets of keys when she initially moved in to the property, including keys to the patio door- she has not notified my brother that she lost any keys.

10. Any time The Tenant required repairs these were carried out, however, the long list of required repairs, excluding the water issue have never been communicated to my brother.

11. The oil tank was installed in 1998 by which point all newly installed oil tanks were required to be double skinned. Under regulations there is no requirement to move or alter an existing installation if the installation is sound. The tank simply cannot be single skinned and cracked or there would be an oil spill.

I believe this to be in response to The Tenant being able to see the recent re-siting of my oil tank next door. This was because I was without any central heating for a period of 6 months as I could not afford new heating, I was granted a new boiler as part of a Scottish Government Scheme and under that scheme my tank was moved to meet new distance regulations. My oil tank installed in 1996 (two years earlier than the one at East lodge) was found to be double skinned and in good order to be re-sited.

12. My brother's health has been severely affected by all the trouble with the water, he suffers from epilepsy and has had a serious increase in his seizures from the stress. He is having seizures on an almost weekly basis and he is missing a lot of time from his paid employment.

13. I am a single parent who works part time to support my two children. I also want to see the water issue resolved as I do not want my children or me to become unwell.

14. We are aware of The Tenant's recent and unfortunate health diagnosis and feel it is important to say that we hope her treatment is successful in this formal setting given she will not communicate with me as her neighbour or my brother as her landlord.'

9. Andrew Johnston, one of the Landlords, also sent written representations, received by the PRHP offices on 28<sup>th</sup> January 2016, in the following terms:

' 1. We have taken many steps to try and rectify the problem with the water. The water supply is contaminated with Bacteria, Aluminium, Magnesium and Iron. We tried to get a Scottish Water connection and were refused on the basis we are too high up to get water pressure. We have been told that current technologies could not clean the water to a satisfactory standard. Highland Council has suggested trying a new borehole to see if this eliminates the mineral problem- the cost of this experiment would be in the region of £7000 and if successful the total cost would be in the region of £25,000. We have attempted to get finance to remedy the problem. We have both been unsuccessful.

2. The Tenant wrote on 28<sup>th</sup> August stating she intended to pay less rent until the water issue was resolved.

The last full payment of rent of £400 was August 2014.

Between September and November 2014 she paid £100 PCM.

Between December 2014 and July 2015 she paid £1 PCM.

There has been no payment of ANY rent since August 2015.

3. The Tenant has only on one instance notified that she had no water supply to her house. That was by text message on 20<sup>th</sup> January 2015- on that instance the pipes inside East Lodge were frozen and I organised a plumber.

4. In February 2015 I arranged for a reverse osmosis water filtration system to be fitted to East Lodge, The Tenant was notified via text message of the work being carried out and asked to clear everything from under the kitchen sink and the surrounding area to let the tradesmen in to carry the work out. I was advised that the Tenant had done this, which to

me shows she received my text and has my contact number, which has not changed in 15 years.

5. The Tenant was given two full sets of keys when she initially moved in to the Property, including keys to the patio door- I have not been notified of any lost keys.

6. Any time the Tenant required repairs these were carried out, however, the long list of required repairs, excluding the water issue have never been communicated to me. As per the text message sent to her in February 2015 and receiving your letters addressed to my home address, she not only has my contact number, but my home address.

7. I have enclosed bank statements that show rent decrease from £400 pcm to £100 then finally £1 pcm, I have also enclosed letter of rejection for obtaining a loan to have the work carried out. And also the proposed work charge by High- water to carry out the work.'

10. The Committee attended at the Property on 1<sup>st</sup> February 2016. It was very windy and it was also raining during the inspection.

The Property is a rural detached bungalow, approximately twenty years old. The accommodation comprises living room, three bedrooms, kitchen and bathroom. The Property is double glazed and has an oil central heating system.

The Tenant's representative Veronica Batchellor was present at the inspection. The Tenant was not present. The Landlords were not present and they were not represented.

The Committee inspected the alleged defects and found as follows:-

**11.1 East Lodge is not wind and water tight. The patio door does not lock and I do not have a key.**

The patio door is located in the living room of the Property. It is a double glazed unit with a wooden frame. The surveyor member of the Committee tested the door. The locking lever of the door did not move up and down fully and there was no key for the lock. He was unable to open the door.

As mentioned, it was a windy day and the light net curtains in front of the patio door were not moving during the inspection. The Committee also inspected the door externally and confirmed that the seal was intact and the patio door unit was close fitting. There was no evidence at the inspection that the patio door was not wind and water tight.

**11.2 The back door seals have gone and it lets in water also the window is loose.**

The back (kitchen) door is a wooden Scandinavian style door with a double glazed central window. Externally there was a gap between the beading and the face of the door, which could result in wind and rain entering the Property. Also the drain holes in the threshold below the door had been filled in with mastic with the result that water that had entered the threshold underneath the door was unable to drain away.

**11.3 The guttering has never been cleaned out by the Landlords and are overgrown with weeds.**

There were weeds in the front and rear gutters.

**11.4 The water supply is contaminated and I have never been given fresh clean drinking or cooking water. The water supply as such it is, is switched on and off manually by Ms Johnston at her will.**

Veronica Batchellor advised the Committee that the Tenant has been having problems with the water supply for the last four years or so. As far as she was aware the environmental health

department had served an enforcement notice in connection with the water supply but she had no written evidence of this. She showed the Committee the reverse osmosis system and various filters in the cupboard beneath the kitchen sink and also the separate drinking water tap at the kitchen sink, which the Landlords had installed approximately one and a half years ago.

**11.5 The cooker door is broken.**

The oven is an integral appliance. The pull down oven door is a double skin glass unit. The inside panel was loose and had fallen down within the door. It was unclear as to whether the slipped glass panel had been retained with clips or had been bonded in place.

**11.6 The external light is damaged in the storms of January 2015.**

The defuser of the plastic external light to the left of the kitchen external door was cracked.

**11.7 The kitchen has draws damaged from before I moved in.**

The drawer front of the lower drawer of the four drawer kitchen unit next to the cooker was detached and broken.

**11.8 The boiler has never been serviced.**

Veronica Batchellor explained that the boiler was working and heating the radiators and the water. However it had not been serviced. The Committee saw that the boiler was a Bowter Camray compact boiler and it was wall mounted. There was no evidence of fluids dripping from the boiler, no evidence of water leaks and no smells of kerosene or combustion products.

**11.9 The oil tank is cracked, is not banded and is within 2 meters of the Property.**

The oil storage tank was a Balmoral plastic oil storage tank located in the rear garden approximately 2.2 m from the Property. There was evidence of surface crazing and some cracking on the outside of the tank, at a high level. There was no evidence that the tank leaked. There was no smell of oil from outside the tank and no evidence that vegetation beneath the tank had died off.

**11.10 The drive way up to the properties is pot holes and in winter becomes impassable.**

The private access road leading to the Property was pitted with potholes and had a high level raised section in the middle. There was a lot of water running down the road and many deep puddles in the surface of the driveway.

**11.11 There is a fire alarm but only one.**

There was a fire alarm located in the hall that was connected to the mains electrical supply in the Property. The Committee tested the alarm and confirmed that it worked properly.

**11.12 The floor in the kitchen is warped due to water coming in.**

There was a vinyl floor covering on the kitchen floor. There was a 'springy' area of the kitchen floor in front of the sink which was approximately 50cm square. This section of the floor was slightly bowed.

Photographs were taken during the inspection and are attached as a Schedule to this report.

12. Following the inspection of the Property the Private Rented Housing Committee held a hearing in the Spectrum Centre, 1, Margaret Street, Inverness, IV1 1LS.

Veronica Batchellor, the Tenant's representative, attended. The Tenant did not attend. The Landlords did not attend and were not represented.

The Committee explained that they could not consider further the alleged defects that there was only one fire alarm in the Property and water ponding at kitchen steps as these had not been intimated to the Landlords.

In respect of the other matters in the application Veronica Batchellor, the Tenant's representative, advised as follows:

**12.1 East Lodge is not wind and water tight. The patio door does not lock and I do not have a key.**

The patio door is not locked and there is no key. Before the recent wet weather the door did open easily. She suspects that the door would not open at the inspection as it was swollen due to the recent rain.

**12.2 The back door seals have gone and it lets in water also the window is loose.**

She explained that The Tenant had previously arranged for a surveyor look at the Property for her. He had advised her that due to a defective field drain water was puddling at the back door and running under the Property.

**12.3 The guttering has never been cleaned out by the Landlords and are overgrown with weeds.**

She acknowledged that the gutters at both the front and back of the Property have weeds growing in them.

**12.4 The water supply is contaminated and I have never been given fresh clean drinking or cooking water. The water supply as such it is, is switched on and off manually by Ms Johnston at her will.**

She explained that the water supply had been tested by the environmental health department approximately four years ago. The Tenant had been verbally advised by the environmental health officers that enforcement notices had been served in relation to the water supply but as far as she was aware the notices had been ignored. The environmental health department also told the Tenant not to use the water.

Veronica Batchellor explained that for the last two years the Tenant has been buying bottled water for cooking and drinking. However she uses the water supply in the Property for showering.

She also explained that there is a pump house half way down the drive. The pump does not work properly and has to be operated manually. This means that sometimes there is not enough water in the tank to complete her washing etc. Ms Johnston switches the pump on and off manually as the control switch is located in her house.

There has been an attempt to have the Property connected to the mains water supply but as the cost was over £10,000 it did not go ahead.

She provided the Committee with copies of the two Scottish Water test reports dated 5<sup>th</sup> February 2014 and 2<sup>nd</sup> December 2015.

The Committee were mindful of the terms of section 15(1) of The Private Rented Housing Panel (Applications and Determinations) (Scotland) Regulations 2007 which provides that where the Committee set time limits for lodging evidence it must not consider any written evidence which



is not lodged in accordance with those time limits unless they are satisfied that there are good reasons to do so.

As stated, the Committee had issued a Direction to the Landlords dated 11<sup>th</sup> January 2016 which required them to provide by 31<sup>st</sup> January 2016 '*The most recent local authority risk assessment on the quality of the water supply to the property under The Private Water Supplies (Scotland) Regulations 2006*'. The Landlords did not comply with this Direction. Their written representations referred to the problems of the water supply but they did not provide any report on the analysis of the water supply to the Property. The Tenant had obtained a copy of the most recent test reports. The reports confirmed the details provided in the Landlords written representations and therefore the Committee determined that the Landlords would not be prejudiced by the Committee accepting the two Scottish Water test reports at the hearing and therefore there were sufficient good reasons to accept the reports.

#### **12.5 The cooker door is broken.**

She confirmed that one of the glass panels was loose and reflected that there was no obvious way to repair it.

#### **12.6 The external light is damaged in the storms of January 2015.**

She confirmed that the plastic cover of the external light was cracked but the light did work.

#### **12.7 The kitchen has draws damaged from before I moved in.**

The kitchen drawer front had been broken from the time the Tenant had moved into the Property.

#### **12.8 The boiler has never been serviced.**

The boiler was working satisfactorily but had not been serviced. She had no way of knowing if it would have work more efficiently over the years if the boiler had been serviced regularly.

#### **12.9 The oil tank is cracked, is not banded and is within 2 meters of the Property.**

She confirmed that there was no evidence of the tank leaking and the Tenant made a point of not over filling the tank.

#### **12.10 The drive way up to the properties is pot holes and in winter becomes impassable.**

She explained that the main problem with the driveway is that due to the volume of water that runs down the road when the temperature drops the road freezes over and it becomes sheet ice.

#### **12.12 The floor in the kitchen is warped due to water coming in.**

She made no comment about the kitchen floor.

### **13. Summary of the issues**

The issues to be determined are:

#### **13.1 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).**

Whether the condition of the patio door, the back door and the water supply results in the Property not being wind and water tight and in all other respects reasonably fit for human habitation.

13.2 The structure and exterior of the Property (including 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).

Whether the patio door, the back door, the 'springy' section of the kitchen floor, the driveway and the guttering are in a reasonable state of repair and proper working order.

13.3 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 in proper working order (Section 13(1)(c) of The Housing (Scotland) Act 2006).

Whether the boiler and the oil tank are in a reasonable state of repair and proper working order.

13.4 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 (Section 13(1)(d) of The Housing (Scotland) Act 2006).

Whether the cooker door, the external light and the kitchen drawer unit are in a reasonable state of repair and in proper working order.

#### **14. Findings of fact**

The Committee determined that:

14.1 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).

That the patio door was wind and water tight. However the the back door was not wind and watertight due to the gap between the beading and the face of the door.

The Landlords written representations and the test reports from Scottish Water confirmed that the water supply has levels of Coliform bacteria; Presumptive Enterococci, Enterococci; Turbidity; Iron and Manganese that are above the Prescribed Concentration Value resulting in the water supply to the Property not being wholesome and this renders the property NOT reasonably fit for human habitation.

14.2 The structure and exterior of the Property (including 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).

The patio door could not be opened, closed or the lock operated and this results in it NOT being in a reasonable state of repair and proper working order.

The filled in drainholes in the threshold below the back door results in it NOT being in a reasonable state of repair and proper working order.

The presence of weeds in the gutter means that rain water cannot properly discharge into the downpipes and results in them NOT being in a reasonable state of repair and proper working order.

In connection with the state of repair of the driveway the Committee were mindful of the terms of section 13(3) of the Housing (Scotland) Act 2006 which provides that regard has to be had to the age, character and prospective life of the Property and the locality in which the Property is situated when determining whether a Property meets the Repairing Standard. Consequently they acknowledged that the acceptable standard of repair of a driveway of a rural property would be of a less than that of a driveway to a urban property.

However, the fact that the driveway of this Property was particularly worn (as was evidenced by the high level of the middle section, the large amount of water that ran down the driveway and the large number of deep pot holes) results in the driveway NOT being in a reasonable state of repair.

The slightly bowed and 'springy' section of the kitchen floor does not prevent the kitchen floor from performing as it should and therefore it is in a reasonable state of repair and proper working order.

14.3 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 in proper working order (Section 13(1)(c) of The Housing (Scotland) Act 2006).

Even although the boiler had not been serviced regularly it was in a reasonable state of repair and proper working order.

There was no evidence of any leaks from the oil tank and therefore it was in a reasonable state of repair and proper working order.

14.4 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 (Section 13(1)(d) of The Housing (Scotland) Act 2006).

The broken glass panel cooker door, the broken external light and the broken kitchen drawer unit results in these items NOT being in a reasonable state of repair and in proper working order.

## **15. Decision**

The Committee accordingly determined that the Landlords have failed to comply with the duties imposed by Section 14(1)(b), of the Act, as stated.

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

16. The decision of the Committee was unanimous.

17. Whilst the Committee were unable to make an order with respect to the smoke alarm, as the condition of the smoke alarm had not been notified to the Landlords, they would recommend that a hardwired interlinked smoke alarm system and heat sensors should be installed to comply with the regulations.

## **Right of Appeal**

**18. 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**

19. 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 11<sup>th</sup> February 2016  
Chairperson

11/2/16

J Taylor



**Schedule of Photographs**  
**East Lodge, Corriebeg, Culbo, Culbokie IV7**  
**8JX**  
**Case Reference Number PRHP/RP/15/0336**  
**Date: 01/02/2016**



Figure 1 Front Elevation



Figure 2 Rear Extension



Figure 3 Patio Door Internal



Figure 4 Kitchen Door internal



Figure 5 Kitchen door beading.



Figure 6 Kitchen oven and fitted cabinets



Figure 7 Oven door glass





Figure 8 Exterior light



Figure 9 Oil tank



Figure 8 Oil tank



Figure 9 Driveway