REGISTRATION OF PRIVATE LANDLORDS
CONSIDERATION OF A LANDLORD AS A FIT AND PROPER PERSON

1. Purpose of Report

1.1 This report relates to the current and future registration as a private landlord, in respect of Mr George Cameron under the terms of the Antisocial Behaviour etc. (Scotland) Act 2004.

1.2 Mr George Cameron, referred to as “the landlord” in this report, is the owner of three properties within Dumfries and Galloway that are privately rented.

1.3 The management and conditions within two of these let properties have given cause for concern as a result of complaints received and subsequent property visits by officers.

1.4 The actions of the tenants of one of these properties have been the subject of many complaints from neighbouring residents during the summer of 2014. The steps that the landlord took at that time were not sufficient to resolve the situation.

1.5 A property survey carried out by officers revealed poor quality accommodation at two of these properties, and a failure to meet the requirements of the Repairing Standard as defined within The Housing (Scotland) Act 2006.

1.6 Repairs have been carried out by the landlord following notification of the failings, but those are of such a poor quality, that the properties are currently not fit to be let.

1.7 The landlord has stated that he does not have the necessary funds to repair these properties and would rather sell them. He has served the tenants with a Notice to Quit rather than letting them stay and carry out a programme of repairs to the properties.

1.8 Consideration is required as to the landlord’s Fit and Proper Person status to be a registered landlord, taking into account all matters contained within this report.

2. Recommendations

Members are asked to:-

2.1 consider whether the landlord is a fit and proper person as per the considerations set out in Section 85 of the Antisocial Behaviour etc. (Scotland) Act 2004; and

2.2 dependent upon the decision at 2.1, make a determination on whether or not the landlord can continue to be a registered landlord, and if not, the person should be removed from the register, noting that Options 1, 2, & 3 for Members’ consideration are contained within paragraph 3.6.

3. Considerations

3.1 The legislative requirements for registration as a private landlord are set out in Appendix 1 to this report.

3.2 In respect of recommendation 2.2, the landlord has been on the register of landlords since June 2012 and has not yet reached the first renewal date of that registration. The registration states that the properties are not jointly owned and are not managed by an agent.

3.2.1 The landlord resides locally in Dumfries, and manages the properties himself.

3.3 A property inspection was carried out at one of the properties on 09/06/2014 following the involvement of an officer dealing with the regeneration of Queen Street and the surrounding area. From that inspection, a list of concerns were sent to the landlord with regard to the condition of the property and a failure to meet the Repairing Standard for let properties which requires the following:
• “the house must be wind and watertight and in all other respects, reasonably fit for human habitation”.
• “the structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order”.
• “the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are in a reasonable state of repair and in proper working order”.
• “all fixtures fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order”.
• “the house has a satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire”.
• “the landlord in a tenancy must ensure that the house meets the repairing standard at the start of the tenancy, and at all times during the tenancy”.

3.3.1 The tenants of that property had moved in less than three months prior to the inspection, on 28/03/2014. They were signed up to a tenancy agreement by Ms Lara Wells on behalf of the landlord. The agreement states that it
• “is drawn up in accordance with the Housing Act 1988 as amended by Part III of The Housing Act 1996”.

This agreement is based upon an English Legislation and not valid for Scottish Short Assured tenancies. The responsibility for the terms of the tenancy agreement rests with the landlord.

3.3.2 According to the tenancy agreement for Queen Street, a Reservation fee of £550 was required to be held as security by the landlord in respect of any breach of the tenancy agreement. Any fees other than a deposit for let properties are unlawful in Scotland. However, if this fee was to be treated as a deposit, it should have been lodged with either of the three tenancy deposit schemes. It is unlawful for a landlord to hold a tenancy deposit themselves. This is a requirement under the Tenancy Deposit Schemes (Scotland) Regulations 2011 which came into effect on 07/03/2011. Having checked with the three schemes, there is no record of a deposit having been lodged.

3.3.3 During the tenancy it transpired that there were many large dogs within the property that caused a constant nuisance to the surrounding neighbours. The dogs were allowed to foul in the back yard and it was never cleaned up, adding to the distress of the surrounding neighbours who could not stand to be in their back gardens during the summer months due to the noise and the smell of the dog fouling.

3.3.4 During a property visit by officers on 09/06/2014, a number of maintenance issues were discovered and reported to the landlord by letter Appendix 2. Mr Cameron served the tenants with a Notice to Quit on 23/09/2014.

3.3.5 There has been engagement between the landlord and officers over a prolonged period regarding tenant issues and the upgrade of properties. Whilst compliance is intended, the landlord’s knowledge of the legislative requirements of the private rented sector has proven to be very limited and appears to be completely reliant upon direction from officers.

3.3.6 A further property inspection was carried out to the Queen Street property on 12/01/2015 at the landlord’s request. Work has been ongoing since the tenants left, however the landlord’s lack of technical knowledge and skill to carry out basic repairs was evident during that visit. Comparison pictures of both visits are attached as Appendix 3.
3.4 On 07/11/2014 a complaint was received from the tenant of a let property in Munches Street. A property visit was arranged with the tenant and carried out on 10/11/2014. A letter was subsequently sent to the landlord detailing the condition of the property Appendix 4

3.4.1 The tenant of that property had been signed up to a tenancy agreement by Ms Lara Wells on behalf of the landlord on 23/08/2013. The agreement states that it

- “is drawn up in accordance with the Housing Act 1988 as amended by Part III of The Housing Act 1996”.

This agreement is based upon an English Legislation and not valid for Scottish Short Assured tenancies. The responsibility for the terms of the tenancy agreement rests with the landlord.

3.4.2 The landlord attempted some repairs to the property but gave the tenant a Notice to Quit, stating that he had no funds to carry out the work required to fix the roof.

3.4.3 A further property inspection was carried out on 08/01/2015 whilst the tenant was still in residence. Repairs had been carried out by the landlord, however the quality of the finished work is less than acceptable. Comparison pictures of both visits are attached as Appendix 5.

3.5 When considering George Cameron’s status as a Fit and Proper landlord, Members are requested to take the following into account:

3.5.1 The failure of landlord’s duty to ensure the let property meets the Repairing Standard at the start of the tenancy and at all times during the tenancy as required by Chapter 4 of the Housing (Scotland) Act 2006, paragraph 14(1).

3.5.2 The failure to adequately address complaints from neighbours of the Queen Street property by enacting the terms of the tenancy agreement where it states;

- “Not to cause a nuisance to neighbours or carry on any immoral or illegal practice from the property or allow any other person so to do”.
- “Not to keep any pets in the property without the Landlord’s written permission, such permission not to be unreasonably withheld and can be revoked at anytime on reasonable grounds by the landlord”.

3.5.3 Either the failure of the landlord to lodge a deposit taken for Queen Street, or for charging a reservation fee for the tenancy, is each of which are unlawful in Scotland.

3.5.4 The quality of work having been carried out on each of the two properties is of poor quality and has yet to resolve the initial concerns raised from property inspections as detailed within Appendices 2, 3, 4 & 5.

3.5.5 The landlord’s apparent lack of knowledge regarding the legislative requirements for letting property within the private rented sector.

Options Appraisal

3.6 Scottish Government guidance provides options on how to deal with an application for Landlord Registration as follows.

Option 1 – Remove the landlord from the register of landlords. The implications of this decision will be that the landlord cannot rent the property he owns and Rent Penalty Notices will be served under the Antisocial Behaviour etc. (Scotland) Act 2004. This will prevent a landlord from collecting rent and removes the obligation from a tenant to pay rent. If the landlord continues to let the property whilst unregistered, he would commit a criminal offence.
Option 2 – Agree to the continuation of registration. The current registration is due for renewal prior to 07/06/2015.

Option 3 – Consider any submission from the landlord as to proposals to manage the property through use of a solicitor, letting agent etc., and whether there is an acceptable agreement in place between the landlord and agent which may allow registration. Scottish Government Guidance on this matter states “If the authority believes the agreement to be satisfactory in terms of power it vests in the agent to have effective control and responsibility for letting and management activity, it might mean that the landlord who otherwise would have failed can be registered”.

4. Governance Assurance

Police Scotland and the Council’s Legal Services have been consulted during the preparation of this report and are in agreement with the contents.

5. Impact Assessment

As this report does not propose a change in policy, the formal adoption of a plan, policy or strategy it is not considered necessary to complete the impact assessment.

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<td>NAME</td>
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<td>Robert Rome</td>
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Appendices - 5

Appendix 1 – Legislative requirements for Landlord Registration

Appendix 2 – Letter to landlord for Queen Street property

Appendix 3 – Inspection pictures for Queen Street property

Appendix 4 - Letter to landlord for Munches Street property

Appendix 5 – Inspection pictures for Munches Street property
APPENDIX 1

REGISTRATION OF PRIVATE LANDLORDS
ANTISOCIAL BEHAVIOUR ETC. (SCOTLAND) ACT 2004 – PART 8

Part 8 of the above legislation deals with registration of certain landlords and was introduced in April 2006. Each local authority is required to maintain a register under this part of the Act and this is achieved through a national register provided by Scottish Government, which each local authority use.

DECISION MAKING

Guidance issued by the Scottish Government deals with defining the level of authority to approve and refuse application and states:

“Routine decisions should be delegated to officers. Scrutiny of applications may be reserved for officers, with the final decision being made within the department with the lead management responsibility.

Refusing an application or revoking a registration will have serious consequences for the owner or agent as well as for the tenant. Each Council should form an appropriate committee or sub-committee of elected members to constitute the forum in which to assess the recommendation and strength of the supporting evidence presented by officers and make a decision accordingly”.

The decision making process in this authority was recently reviewed. The Licensing Panel will be responsible for determining applications where supporting evidence indicates that refusal or revocation is an option.

REQUIREMENT TO REGISTER

Anyone who owns a house which is subject to a lease or occupancy arrangement (with certain exceptions) must be registered with the local authority. There is a fee which is applicable to an application for registration. The fees are currently £55 for a personal registration and £11 for each property that is registered. E.g. a landlord who applies for registration and has one property would pay a fee of £66. Where there are joint owners of a property, there is no fee payable by the joint owner.

Application for registration can be made online, when a 10% discount is applied to the fee, or alternatively by a paper application. In both cases the applicant is required by regulation to provide certain information. This includes:

- name and current address
- the address of each house the landlord owns
- details of any co-owners
- details of any agent who will manage lease or occupancy arrangements
- any other information required

A local authority must decide, whether an applicant for registration is a “fit and proper person” and in reaching this decision will take into account:
• convictions for fraud, firearms, sexual, violent or drug offences
• any anti-social behaviour orders against the landlord or any tenants
• any unlawful discrimination
• breaches of letting codes, housing law or landlord and tenant law
• any other material if it appears to the authority that the material is relevant to the question of whether the applicant is a “fit and proper person”.

The legislation creates a number of offences, which include:

• specifying information which is known to be false in a material particular or knowingly failing to specify information required in the application
• landlord of a house being subject to an occupancy arrangement or lease and not being registered with the local authority
• landlord communicating with another person with a view to entering a lease and not being registered with the local authority.

REVOCATION OF REGISTRATION

A local authority can reassess if a landlord or agent is fit and proper at any time. This will normally be in response to new information regarding the relevant person. The factors that an authority should take into account when assessing if a person is fit and proper to let residential properties, or to act as an agent for an owner, have been set out in section 3.4 of the Guidance for Local Authorities and summarised above. Where a registered person has been reassessed as no longer fit and proper, the outcome may be a clear-cut decision to revoke the registration, in which case, when a person is removed from the register, the local authority must send the person notice in writing of the fact and the date of removal.

ENFORCEMENT ACTION BY A LOCAL AUTHORITY

Where a landlord is identified as leasing a property without being registered, then guidance indicates that a local authority should write on two occasions to the landlord, advising them of the requirement to register. Where a landlord fails to register, then a local authority can issue a “rent penalty notice” which means that during the period of the notice, no rent or other consideration is payable under any lease or occupancy agreement in respect of the house to which the notice relates, i.e. the landlord is not legally entitled to collect rent and the tenant is under no obligation to pay rent.

In addition, where the landlord fails to register timeously a “late application fee” is applied, which requires the payment of £110 late fee, in addition to the normal registration fees.

Where a landlord still fails to register, prosecution must then be considered.

WHERE A LANDLORD FAILS A FIT AND PROPER PERSON ASSESSMENT

Both the applicant landlord and the agent must be classed as fit and proper in order for the landlord to be registered. The decision on whether someone is fit and proper is a judgment and is not necessarily a clear cut yes or no. An assessment should be made on the risk that the applicant may fail to act properly in relation to future letting activity and the local authority must judge to what extent problems from the past are to be taken into consideration.
There can be cases where the landlord as owner has failed a consideration but such is the nature of the failure (or of any mitigating circumstances presented) that the authority can give the landlord the opportunity to take steps to avoid the application being refused. The appointment of a suitable agent is one such way of avoiding non-registration but that does not make the landlord now automatically fit and proper and registerable. This is for each authority to decide locally but might involve considering whether the management of the property is satisfactory. Local authorities could consider whether procedures are in place for the following:

- Arranging or vetting potential tenants
- Preparing the lease, termination of other formal documents
- Collecting rent or holding deposits
- Dealing with any concerns the tenant raises
- Dealing with antisocial behaviour issues
- Instructing and organising repairs

Where the landlord agrees to appoint an agent, the reassessment by the authority will pivot on whether there is an acceptable agreement in place. The 2004 Act was amended by the Housing (Scotland) Act 2006 to require authorities to take account of any agreement between the landlord as owner and the agent, in assessing whether the landlord is a fit and proper person. If the authority believes the agreement to be satisfactory in terms of the power it vests in the agent to have effective control and responsibility for the letting and management activity, it might mean that the landlord who otherwise would have failed can be registered.

LANDLORD’S DUTY TO REPAIR AND MAINTAIN PROPERTY

Under the terms of the Housing (Scotland) Act 2006 there is a duty placed on landlords to repair and maintain a house to the “Repairing Standard” at the start of a tenancy and at all times during the tenancy where the tenant notifies the landlord or the landlord otherwise becomes aware that works are required to comply with the standard. This means the house must be reasonably fit for human habitation, properly maintained, that fixtures and fittings are in a reasonable state of repair and in proper working order, and the house has satisfactory provision for detecting or giving warning in the event of fire.

There are also various legislative requirements that landlords must adhere to and when making application for registration are required to confirm that they comply with all aspects of housing law. Examples of the requirements would include the provision of an Energy Performance Certificate for the property, a Gas Safety Certificate for all gas installations in a property, a copy of the Tenancy Agreement etc. With effect from 1st May 2013 landlords must provide new tenants with a Tenant Information Pack, which incorporates all the information landlords must provide to tenants.

APPEAL

Where a decision is made to refuse to register a landlord or remove a landlord from the register, the Sheriff, may on the application of the person, on a successful appeal, make an order - requiring the authority to enter the person in the register.
Dear Sir

LANDLORD REGISTRATION
MAINTENANCE OF QUEEN STREET, DUMFRIES

Following concerns raised about the conditions within the let property above, I visited the property on 9th June 2014 and found areas of concern that I have listed below. Some of these are particularly relevant as there are young children living in the property.

1. The shower mixer in the bathroom was not fixed to the wall and was moving loosely on plastic pipework. There were many gaps around the bath for water spray to seep through to the floor below, causing damage to the ceiling in the hallway.

2. The ceiling in the hall above the front door has been repaired at some time but now hangs below the line of the cornice making it appear unsafe.

3. The ceiling in the living room at the bay window has been partially repaired following a collapse but remains unfinished. The cornice has not been replaced where parts of it have broken away either side of the bay window.

4. There are missing spindles on the staircase, and the bottom iron newel post is snapped near the base. This has weakened and compromised the safety of the whole banister, and for child safety, the space between spindles should not be greater than four inches at any point.

5. The majority of the floors throughout the property were covered in laminate flooring. Much of this had loose joints and excessive flexing movement when walked upon. The movement of this covering is a hazard for small children who may be nipped in the joints. The amount of movement calls into question the solidity of the subfloor within each room and in the hallways.

6. There are only two battery smoke detectors within the property located on the first and second floor that have been installed by the Scottish Fire and Rescue Service at some time in the past. Those units are designed to give temporary protection for the tenants, and are not a substitute for the landlord’s requirement to install hard wired detectors within the let property. The requirement for rented accommodation is for at least one hard wired interlinked smoke detector installed on the ceiling on each level including the ground floor and the basement.
7. Many of the interior doors were poorly fitted to the frames with at least one having a hinge that had completely broken off.

8. The uPVC replacement casement windows have been poorly fitted throughout the property. The window in the attic bedroom will not close as the frame is out of line with the locking mechanism. The windows to the rear of the property have been poorly fitted to the inside line of the original wooden cases, leaving the remainder of the original window frame protruding and exposed to the outside elements. This will allow the ingress of rainwater into the fabric of the building and encourage dampness and rot.

9. The rear door does not fit the original opening and has been blocked out. This work is unfinished and will allow the ingress of rainwater into this area.

10. Much of the internal woodwork has been patched with plain timber where finished architrave should be. This patching has left many gaps in the skirting boards, some of which are loose from the wall.

11. Some of the wallpaper in the hallway was peeling off showing areas of black mould beneath.

Chapter 4 of the Housing (Scotland) Act 2006 refers to the Repairing Standard and states the following:

13.(1)(a) the house must be wind and watertight and in all other respects, reasonably fit for human habitation.

13.(1)(b) the structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order.

13.(1)(c) the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are in a reasonable state of repair and in proper working order.

13.(1)(d) all fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order.

13.(1)(e) the house has a satisfactory provision for detecting fire and for giving warning in the event of fire or suspected fire.

It is my consideration that the property has failed to meet the Repairing Standard of the Housing (Scotland) Act 2006. Section 14(1) of that Act states that the landlord in a tenancy must ensure that the house meets the Repairing Standard at the start of the tenancy and at all times during the tenancy.

Please be aware that a condition of Landlord Registration is that you comply with all legal requirements for the letting of property. If these issues remain unresolved and the property continues to be let in an unsatisfactory condition, your continuing status as a registered landlord will be reviewed, taking account of the above mentioned issues.

Yours sincerely

Robert Rome
HMO Licensing & Landlord Registration Officer
APPENDIX 3
Visit Dated 12-01-2015
Timber section filled with cement render. Timber beading still exposed to the elements.

View dated 09-06-2014
View of replacement window fitted to the interior edge of the existing timber casement.
Visit dated 09-06-2014

Repair to ceiling following a collapse due to a leaky flat roof. Still to be finished and cornice to be reinstated.

Visit Dated 12-01-2015

Cornice still not reinstated. Rainwater penetration evident, suggesting that roof leak has not been fixed.
Visit dated 09-06-2014

Poor historical repair to the ceiling has resulted in boarding becoming detached and hanging lower than cornice.

Visit Dated 12-01-2015

Part of the ceiling has been taken down and re-plastered. Remainder of the ceiling remains at a lower height resulting in a change in levels midway along the hallway.

Ceiling sag still evident below upstairs bathroom, which may indicate the cause of the original ceiling failure.
Visit dated 09-06-2014
Rear door to the property has been replaced with an aluminium coor that is short of the opening size both in height and width. Space packed with timber.

Visit Dated 12-01-2015
Door has been raised 2" to meet the top of the door frame. Step built up to take up the gap. Timber to the side remains but has been covered. Still to be finished to stonework.
3 March 2015

Licensing Panel

Report

Visted 02.11.2015, Landlord stated that this room had been re-plastered and flooring replaced since the previous visit on 09.06.2014. Poorly fitted window showing daylight through the frame.
Visited 12.01.2015

Broken spindles and banister rails were reported in a letter to the landlord dated 13/06/2014.

Landlord's solution is to replace broken spindles with square timber and continue replacing every second spindle, with square timber for the entire length of the staircase.
APPENDIX 4

Your Ref: Community and Customer Services
Our Ref: RR/LREG/305389/170/08021 Strategic Housing Services
10 November 2014 Municipal Chambers
Buccleuch Street, Dumfries DG1 2AD

Mr George Cameron Any enquiries please contact

Dear Sir

Robert Rome
Direct Dial 01387 273162
E-mail – robert.rome@dumgal.gov.uk

LANDLORD REGISTRATION MAINTENANCE OF MUNCHES STREET, DUMFRIES

Following concerns raised about the conditions within the let property above, I visited the property today and found areas of concern that I have listed below.

1. The bath seal is loose from the wall, allowing water ingress into the wall and floor from the shower. The tenant commented on the bath moving from the wall whenever somebody gets into it. This would suggest that the fixings had become loose and that subsequent water seepage is causing damage to the ceilings below.

2. The wash basin in the bathroom is loose from the wall with no visible fixings. This basin is totally reliant upon the pedestal as the only means of support and has a considerable range movement as a result of the use of flexible water supply pipes. Apart from the obvious risk of collapse, movement of this basin could lead to water seepage from the waste pipe as this is the only rigid fixing.

3. Apart from the smoke detectors in the communal stairway outside the flat, there are no other smoke detectors installed within the property. Current legislation for let property requires the installation of interlinked hard wired smoke detectors within the hallway at all levels. There is also a requirement for an interlinked detector in the common living room and for a heat detector in the kitchen area.

4. The quality of the repairs to the ceiling on both sides of the door to the flat, are not acceptable for a rental property. They have not been finished with a top coat of plaster that can be decorated. There are gaps around the boarding in the communal hallway that could allow the passage of smoke and hot gasses to the floor above in the event of a fire. The boarding in the communal hallway is sagging, suggesting that there is still water ingress from the roof above that has not yet been resolved.

5. The tenant complained that the only form of heating in the living room is a storage heater that does not work. As a landlord you have an obligation to ensure that all appliances are maintained in working order.
6. There was visible evidence of dampness on the walls throughout this property. The source of this dampness must be identified and remedied to ensure that the property is fit for human habitation.

7. There are a number of well-established shrubs growing out of the communal chimney stack above the roof line. This suggests a lack of property maintenance, and a risk that the growing root structure will lead to the masonry becoming unstable.

8. The tenant has not been given a copy of an Energy Performance Certificate (EPC) for the property. Legislation was introduced requiring that an EPC for let property must accompany all new tenancy agreements since January 2009.

Chapter 4 of the Housing (Scotland) Act 2006 refers to the Repairing Standard and states the following:

13.(1)(a) the house must be wind and watertight and in all other respects, reasonably fit for human habitation.

13.(1)(b) the structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order.

13.(1)(c) the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are in a reasonable state of repair and in proper working order.

13.(1)(d) all fixtures fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order.

13.(1)(e) any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed.

13.(1)(f) the house has a satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.

It is my consideration that the property has failed to meet the Repairing Standard of the Housing (Scotland) Act 2006. Section 14(1) of that Act states that the landlord in a tenancy must ensure that the house meets the Repairing Standard at the start of the tenancy and at all times during the tenancy.

Please be aware that a condition of Landlord Registration is that you comply with all legal requirements for the letting of property. If these issues remain unresolved and the property continues to be let in an unsatisfactory condition, your continuing status as a registered landlord will be reviewed, taking account of the above mentioned issues.

I require you to contact me within 7 days of this letter with proposals on how you intend to handle these issues.

Yours sincerely

Robert Rome
HMO Licensing & Landlord Registration Officer
Growth of plant material around communal chimney stack could be a source of rainwater penetration.

Missing and damaged chimney flashings could be a source for rainwater penetration.

Evidence of rainwater penetration within the let property.
Visit date 10/11/2014
Evidence of rainwater penetration on gable wall within the hallway

Visit date 08/01/2015
Evidence that rainwater penetration had got worse since last visit
Visit date 10/11/2014
Ceiling above staircase in the hallway had been re-boarded but had gaps around edges. Boarding was beginning to sag as it was affected by the dampness from the roof above.

Visit date 08/01/2015
Landlord had attempted to repair this area but left it unfinished.
Visit date 10/11/2014
Ceiling had been patched following a leak but still had to be finished off.

Visit Date 08/01/2015
Landlord had taken part of the ceiling down before Christmas to find the source of a leak, but had left a hole in the ceiling for weeks afterwards.
Visit date 10/11/2014
Wash basin had come away from the wall. There were no visible fixings underneath to secure it to the wall.

Visit date 08/01/2015
Landlord has stuck the washbasin to the wall with silicone sealer and the gap behind the basin filled in with more silicone sealer.
Visit date 10/11/2014

Tenant complaint that bath seal had come loose and shower water was getting under the seal.

Visit date 08/01/2015

Landlord has removed old seal and replaced with tiles. The grout finish to the joints and edges is very poor with gaps still between tiles.
Visit date 08/01/2015

A newly installed hard wired smoke detector

Wiring should be concealed
Detector head should be mounted at least 0.3m from any vertical surface.

Keys to two window handles have been lost.
Landlord has drilled the locking mechanism out rather than replace the handles.