

Briefing from Estates Surveyor, previously circulated by email, following Selkirk Common Good Sub Committee meeting of 29 October 2014

Further to the meeting of 29 October and discussion with the Property Manager, the immediate requirements on the farms are:-

Smedheugh

Bathroom renewal

Fireplace/mantle renewal and check chimney lining to ensure safety

Electrical testing to farm buildings

Linglie

Test electric supply to farmhouse and steading

Upgrade sockets to RCD to steading

South Common

Farmhouse window renewal (both existing double glazing and old single glazing)

Field drainage renewal (Tenant's contractor but LL responsibility)

If the above list is acceptable, quotes will be obtained in time for the meeting on 2 December.

For the next financial year i.e. work from April 2015:

Smedheugh

Renew/make secure the gable end in storage shed

Make other sheds wind and watertight including renewal of rainwater goods

Linglie

Potential refurbishment of cottages but to be discussed further next year.

South Common

Rewire farmhouse

With regard to the landlord's legal responsibilities, I have discussed this with legal services and advise as follows:-

Smedheugh

The Landlord is responsible for providing such buildings and other fixed equipment as will enable the tenant to maintain efficient production and replacing all fixed equipment (buildings, fences, drains etc) when it is at the end of its life.

Linglie

Under Section 5 of the Agricultural Holdings (Scotland) Act 1991, the landlord will during the tenancy effect such replacement or renewal of the buildings or other fixed equipment as may be rendered necessary by natural decay or by fair wear and tear. This advice was given by our specialist legal advisers, Gillespie MacAndrew, in July 2009 following our query regarding roof works at Linglie.

South Common

In November 2009 we took further advice from Gillespie MacAndrew regarding the responsibilities at South Common. This came about following the tenant's request to replace the old steading buildings with a new shed. The advice was the same as that at Linglie i.e. under Section 5 of the AHSA 1991 the landlord will during the tenancy effect such replacement or renewal of the buildings or other fixed equipment as may be rendered necessary by natural decay or by fair wear and tear.