

Housing and Property Chamber First-tier Tribunal for Scotland



First-tier Tribunal for Scotland (Housing and Property Chamber)

Certificate of Completion of Work under Section 60 of the Housing (Scotland) Act 2006 as amended (“the Act”)

Chamber Ref: FTS/HPC/RP/18/1716

Title no: LAN 181264

60 Northcrofts Road, Biggar ML12 6EL (“The Property”)

The Parties: -

Dean Gallacher, 60 Northcrofts Road, Biggar, ML12 6EL (“the former Tenant”)

Ms Mary McNee c/o Mrs Mary Calveley 4 Sillerknowe Court, Biggar, ML12 6AR (“the Landlord”)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (‘the Tribunal’) hereby certifies that the work required by the **Repairing Standard Enforcement Order (“RSEO”)** relative to the Property dated 12 October 2018 has been completed. Accordingly, the said RSEO relative to the property has been discharged.

A landlord, tenant or third party applicant 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.

In terms of Section 63 of the Act, 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.

In Witness Whereof these presents type written on this page are executed by Josephine Bonnar, legal member of the Tribunal, at Motherwell on 17 November 2019 in the presence of the undernoted witness: -

J Bonnar

G Bonnar

witness

Gerard Bonnar
1 Carlton Place, Glasgow

Housing and Property Chamber First-tier Tribunal for Scotland



First-tier Tribunal for Scotland (Housing and Property Chamber)

Statement of Decision: Section 60 Housing (Scotland) Act 2006 (“the Act”)

Chamber Ref: FTS/HPC/RP/18/1716

Title no: LAN 181264

60 Northcrofts Road, Biggar ML12 6EL (“The Property”)

The Parties: -

Dean Gallacher, 60 Northcrofts Road, Biggar, ML12 6EL (“the former Tenant”)

Ms Mary McNee c/o Mrs Mary Calvey 4 Sillerknowe Court, Biggar, ML12 6AR (“the Landlord”)

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 has complied with the Repairing Standard Enforcement Order (“RSEO”) relative to the property dated 12 October 2018 determined that the Landlord has complied with the RSEO and that a Certificate of Completion to that effect should be issued.

The Tribunal comprised: -

Mrs Josephine Bonnar, Legal Member

Mr Mike Links, Ordinary Member

Background

1. By application received on 12 July 2018 the Tenant applied to the First-tier Tribunal for Scotland (Housing and Property Chamber) for a determination of whether the Landlord had failed to comply with the duties imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 ("the Act").
2. The Application stated that the Tenant considered that the Landlord has failed to comply with his duty to ensure that the house meets the repairing standard. The Tenant stated that the Landlord has failed to ensure that (i) The house is wind and watertight and in all other respects reasonably fit for human habitation, (ii) 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, (iii) 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, (iv) Any fixtures, fittings and appliances supplied by the Landlord under the tenancy are in a reasonable state of repair and in proper working order, (v) Any furnishings provided by the Landlord under the tenancy are capable of being used safely for the purpose for which they are designed, (vi) The house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire, and (vii) The house has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health. Specifically, the Tenant complains of;- (1) loose waste pipes with gaps surrounding that have led to rodent infestation, no mesh over air vents, exposed bore hole to external wall and wasps nest outside rear window, (2) Leaking pipework under the kitchen sink, (3) damaged radiator in hall which flooded house and resulted in no heating or hot water in the property for 6 months, (4) ridge on hall floor because of flood and foul odour from carpet and underlay, (5) no carbon monoxide detector, (6) drainage system in shower defective, (7) draughts at front and back doors and kitchen and living room windows, windows not watertight in kitchen and living room and damaged glazing seal at kitchen and living room windows, (8) damaged glazing seal at bathroom window, (9) cracked external window ledge at shower room and extractor fan not working, (10) dampness and mould at bedroom and shower room windows, (11) defective living room window frame, (12) defective electric fire in living room, (13) paving defects in garden, (14) dripping tap in kitchen, (15) defective electrical sockets in kitchen and bedroom, (16) unsecure fence post, (17) decking requires painting, (18) main

shed has no window and has electrical appliances inside, (19) sheds in poor condition, (20) no gas safety certificate, (21) no energy performance certificate in place, (22) electrical appliance safety testing is required, (23) EICR is required, (24) damaged leather chair which does not comply with Fire Regulations, (25) breach of contract as one of the sheds included in the tenancy cannot be accessed.

3. The First-tier Tribunal for Scotland served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon both the Landlord and the Tenant on 14 August 2018. The parties were notified that an inspection and hearing would take place on 28 September 2018. Both parties lodged documents and written representations in advance of the inspection and hearing.
4. The Tribunal inspected the property on the morning of 28 September 2018. The Tenant was present accompanied by a friend, Mr Andrew Carnan. Mrs Mary Calvely attended on behalf of the Landlord, for whom she holds power of attorney. She was accompanied by her husband, Stephen Calveley, and her solicitor, Jane Robison. Following the inspection of the property the Tribunal held a hearing at Fountain Hall, Abbeygreen, Lesmahagow. The Tenant attended with Mr Carnan, as witness. Mr and Mrs Calveley also attended, represented by Ms Robison.
5. Following the hearing the Tribunal proceeded to issue a RSEO in relation to the property. In terms of the RSEO the Landlord is required, (1) To instruct a suitably qualified pest control specialist to investigate whether there is a rodent infestation and consider the likely points of entry to the property by rodents. Thereafter, to carry out such repairs and treatments as are recommended to eradicate the infestation and prevent further infestation. (2) To repair or replace the defective radiator in the hall. (3) To instruct a suitably qualified SELECT, NAPIT or NICEIC registered electrician to (a) check the effectiveness of the extractor fan in the bathroom, and repair or replace the extractor fan if recommended, (b) check the electric fire in the living room and repair or replace the fire if recommended, (c) reinstate the damaged electrical sockets in the kitchen and bedroom, and (d) carry out a certified electrical condition check on the entire electrical installation of the property, and exhibit a copy of the EICR to the Tribunal, (4) To instruct a suitably qualified plumber to investigate the slow drainage in the shower cubicle and carry out such remedial work as is recommended to ensure that water drains properly from the shower, and to fix the defective tap in the kitchen. (5) To install a CO detector in the kitchen of the property, (6) To instruct a suitably qualified window and door contractor to repair all defects in windows and doors at the property, including the shed windows, and ensure that

the property is wind and watertight, (7) To repair the damaged external window sill, (8) To clean the mould from the bedroom and shower room blinds or replace the blinds, (9) To replace the damaged chair in the living room. The work was to be completed within 8 weeks of the RSEO being served on the Landlord.

6. The Ordinary Member of the Tribunal re-inspected the property on 4 January 2019. It was noted that part 4 of the RSEO – to repair the shower – had been carried out. The remainder of the work required in terms of the RSEO had not been completed. A report on the reinspection was issued to parties.
7. The case called before the Tribunal for a hearing on 22 March 2019. Mrs Mary Calveley attended on behalf of the Landlord, for whom she holds power of attorney. She was accompanied by her husband Stephen Calveley. The Tenant was also present. Prior to the reinspection of the property on 4 January 2019 and following the issue of the re-inspection report both parties had lodged written representations with the Tribunal.
8. Following the hearing the Tribunal issued a variation of the RSEO extending the time for completion of the work by a further 4 weeks.
9. On 31 May 2019 the Ordinary Member of the Tribunal re-inspected the property. The former tenant was present as was Mr Calveley on behalf of the Landlord. It was noted that parts 1, 2 and 9 of the RSEO had now been carried out. With regards part 5 a new CO monitor had been delivered to the property but not yet installed. With regards part 8 both parties advised the Ordinary Member that the former tenant was going to replace the blinds but had not yet done so. Part 6 of the RSEO was partly complete. Parts 3 and 7 of the RSEO had not been carried out.
10. The re-inspection report was issued to parties and following receipt of written representations a hearing was arranged for 19 August 2019. On 27 July 2019 the Landlord requested that the hearing be cancelled as the tenant was due to vacate the property prior to the date of the hearing. On 3 August 2019 the former tenant notified the Tribunal that he had now vacated the property and that the tenancy was at an end. The Tribunal agreed to the Landlord's request and the hearing was cancelled and a further re-inspection of the property arranged for 7 October 2019.
11. The Ordinary Member re-inspected the property on 7 October 2019. Mr Calveley was present on behalf of the Landlord. The Ordinary member noted that the CO monitor (part 5 of the RSEO) has now

been installed. It was also noted that the shower room window has been renewed and the defective window in the shed replaced with timber boarding (part 6 of the RSEO). The external windowsill has been repaired (part 7 of the RSEO). The bedroom window blind has been cleaned and the shower room blind removed (part 8 of the RSEO). Mr Calveley provided the Ordinary Member with a copy EICR dated 4 October 2019, although this did not appear to have been carried out by an electrician registered with one of the bodies stipulated in the RSEO. A report on the reinspection was issued to the Landlord.

12. On 29 October 2019 the Landlord lodged written representations together with a new EICR carried out by an SELECT registered electrician.

Reason for decision

13. The Tribunal considered the condition of the property at reinspection and the Landlord's written representations. The Tribunal is satisfied that all the work required in terms of the RSEO has now been completed. The Tribunal therefore determined that a certificate of completion should be issued.

Decision

14. The Tribunal determined that the Landlord has complied with the RSEO and that a certificate of completion should be issued.
15. The decision of the Tribunal is unanimous

Right of Appeal.

A Landlord, Tenant or Third-party applicant 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.

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J Bonnar

Signed..

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17 November 2019

Josephine Bonnar, Legal Member