

Housing and Property Chamber First-tier Tribunal for Scotland



Rent Relief Order

by the **First-tier Tribunal for Scotland (Housing and Property Chamber)**
(Hereinafter referred to as "the tribunal")

Under Section 26(1) of the Housing (Scotland) Act 2006 ("the Act")

Case Reference Number: PRHP/RP/15/0339

Re: All and whole the flat 3/2, 108 Dundrennan Road, Glasgow, G42 9SH, being part and portion of the tenement of houses at the block known as 108 Dundrennan Road, aforesaid, all as more particularly described in the Disposition by the Trustees of John Thom with consent of Nevis Property Company Limited, to Abbey National Building Society, dated, 7, 10 and 12 March and recorded in the Division of the General Register of Sasines for the County of Glasgow on 27 March, all nineteen hundred and fifty two (4600/132) ("the house")

The Parties:-

Mr David Clelland, residing at the property ("the tenant")

York and District Investment Company Limited, having its registered office at 137 Scalby Road, Scarborough, North Yorkshire, YO12 6TB, a subsidiary company of Broadland Properties Limited which is related to Nevis Property Company Limited, having its registered office at 56 George Street, Edinburgh EH2 2LR, also a subsidiary company of Broadland Properties Limited, the title to the property remaining in the name of the said Nevis Property Company Limited ("the landlord")

The tribunal: – Sarah O'Neill (Chairperson); Carol Jones (Ordinary Member, Surveyor))

NOTICE TO York and District Investment Company Limited ("The Landlord")

Whereas in terms of its decision dated 13 May 2017, the tribunal determined in terms of section 26(1) of the Housing (Scotland) Act 2006 ('the Act') that the landlord has failed to comply with the Repairing Standard Enforcement Order dated 16 March 2016 in relation to the house.

The tribunal determined to make a Rent Relief Order in terms of section 27 of the Act, reducing the rent payable in respect of the property by **30%**. The rent reduction will take effect 28 days after the last date on which a request may be made for permission to appeal the decision to make the Rent Relief Order under section 64 of the Act.

Rights of Appeal

1. 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.
2. 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 Rent Relief Order will be effective 28 days from the date on which the appeal is abandoned or so determined.

IN WITNESS WHEREOF these presents typewritten on this and the preceding page are signed by Sarah Frances O'Neill, solicitor, Chairperson of the First-tier Tribunal for Scotland (Housing and Property Chamber), at Glasgow on the thirteenth day of May Two Thousand and Seventeen before this witness:

E Johnston _____ witness **S O'Neill** _____ chairperson

ERIC JOHNSTON name in full

50 CAWENDALE Address

GARDENS

GLASGOW AIRPORT

TRAVEL Occupation

Housing and Property Chamber

First-tier Tribunal for Scotland



Statement of Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber)

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The Parties:-

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York and District Investment Company Limited, having its registered office at 137 Scalby Road, Scarborough, North Yorkshire, YO12 6TB, a subsidiary company of Broadland Properties Limited which is related to Nevis Property Company Limited, having its registered office at 56 George Street, Edinburgh EH2 2LR, also a subsidiary company of Broadland Properties Limited, the title to the property remaining in the name of the said Nevis Property Company Limited ("the landlord")

The tribunal: – Sarah O'Neill (Chairperson); Carol Jones (Ordinary Member, Surveyor)

Decision

The tribunal determined that the landlord has failed to comply with the Repairing Standard Enforcement Order.

The tribunal's decision was unanimous.

Background

1. On 16 March 2016, the Private Rented Housing Committee ('the committee') issued a determination that the landlord had failed to comply with its duties under Section 14(1) (b) of the Act. On the same date, the committee issued a Repairing Standard Enforcement Order (RSEO) in respect of the house.
2. The RSEO required the landlord to:
 1. Replace all windows throughout the property, in order to ensure that the property is wind and watertight and in all other respects reasonably fit for human habitation.
 2. Engage a suitably qualified and registered electrical contractor to repair or replace as necessary the immersion heater within the property, in order to ensure that the installation for heating water is in a reasonable state of repair and in proper working order.
 3. Repair or replace the right-hand window on the landing between the second and third floors of the tenement as necessary to ensure that it is in a reasonable state of repair and proper working order, and in particular to stop any water ingress when it rains.
 4. Repair or replace the ceiling above the window on the landing between the first and second floors of the tenement as necessary to ensure that it is safe, and is in a reasonable state of repair and in proper working order.

The committee ordered that the works specified in the order must be carried out and completed within the period of four weeks from the date of service of the RSEO.

2. On 12 May 2016, the surveyor member of the committee re-inspected the property. A copy of her re-inspection report is attached to this decision for information. She found that the landlord had replaced all of the windows within the house (item 1 of the RSEO) and that the immersion heater had been replaced (item 2), but that items 3 and 4, which were communal repairs, remained outstanding.
3. On 26 July 2016, the committee issued a variation of the RSEO, extending the period for the completion of the works for three months until 26 October 2016.
4. On 15 November 2016, the surveyor member of the committee again re-inspected the property. A copy of her re-inspection report is attached to this decision for information. She found that items 3 and 4 remained outstanding.

5. On 16 November 2016, an email was received from Richard Taylor, solicitor with Edzell Property Management, the landlord's letting agent. This stated that he had been instructed to proceed with the outstanding works, should the landlord fail to obtain approval from the co-owners and the property factor to conduct the repairs, at the landlord's expense. He said that quotes had already been obtained, and that a date of 5 December 2016 had provisionally been fixed for commencement of the works. He requested that the RSEO be varied to allow a further four weeks for completion of the works.
6. Having considered the information received from Mr Taylor, the committee issued a further variation of the RSEO on 24 November 2016, extending the period for the completion of the works until 16 December 2016.
7. On 1 December 2016, the functions of the committee were transferred to the First-tier Tribunal for Scotland (Housing and Property Chamber).
8. On 1 December 2016, a response to the 15 November re-inspection report was received from the tenant. This stated that the works not been carried out, and requested that a Rent Relief Order be granted. The response, which was copied to the landlord's agent, stated that the new windows did not comply with building standards regulations.
9. Further to an email from the tribunal requesting clarification as to why the tenant believed the windows did not comply with building standards regulations, and noting that the tenant had not raised this concern before, an emailed response was received from the tenant on 18 December. He stated that none of the eight replacement windows at the property complied with building regulations, as they could not be opened to the inside to be cleaned or maintained safely. He said that the 'dead panels' were at the top of the windows, rather than at the bottom, which was not correct practice. He said that this meant that the occupants would need to breach safety regulations when attempting to clean the windows.
10. He went on to say that none of the four replacement windows at the back of the property could be opened at all and were therefore non-functional. He also stated that the external sills had been attached to the face of two of the windows in the house and the new windows in the close with silicone, rather than placing the sills under the windows. He said that this meant that the windows could never be watertight.
11. He stated that the reason why he had not previously raised this issue was that he thought it would be best to wait until the works were complete to give the committee a more accurate summary as to whether the works had been completed. He also stated that he was unsure as to whether this issue fell within the tribunal's jurisdiction, or was an issue for building control. Finally, he stated

that the new windows on the common landing continued to leak water into the landing of the close.

12. Following confirmation from Mr Taylor that the works had been completed, a response form was received from the tenant on 20 February 2017, again stating that the new windows were not fit for purpose, and did not comply with building regulations. He also stated that the windows in the close were still leaking.
13. A third re-inspection was carried out by the ordinary (surveyor) member of the tribunal on 6 March 2017. A copy of her re-inspection report is attached to this decision for information. Regarding item 1 of the RSEO, she found that both the kitchen and bathroom windows could be opened only slightly due to obstruction by pre-existing units. This meant that it was not possible to clean the exterior of either window from inside the flat. She noted that the design of all the windows made safe cleaning from inside the flat impossible because the fixed windows are all located above the tilt and turn units. It was also noted that water was gathering at the base of the interior of the bedroom window frame, and that overall there was a lack of works to completely make good internal damage caused by the window installation and properly seal the new windows.
14. Regarding item 3, the surveyor found that the quality of workmanship of the new windows on the landing between the second and third floors of the tenement was poor, and that the damage caused by the installation had not been made good.
15. Following the issue of the re-inspection report, a further inspection and hearing was arranged at the request of the parties, in order that the tribunal might make a determination as to whether the landlord had complied with the RSEO.

The inspection

16. The tribunal inspected the house on the morning of 4 May 2017. The weather conditions at the time of the tribunal's inspection were dry and sunny. The tenant and his wife, Mrs Pam Clelland, who lives with him at the house, were both present at the house during the inspection. Mr Taylor was also present at the inspection on behalf of the landlord. Photographs were taken during the inspection and are attached as a schedule to this decision.

The hearing

17. Following the inspection, the tribunal held a hearing at Wellington House, 134-136 Wellington Street, Glasgow G2 2XL. Both Mr and Mrs Clelland were present at the hearing. The landlord was represented by Mr Taylor.

Summary of the issues

18. The issues to be determined were: 1) whether the landlord had complied with the RSEO and 2) in the event that the landlord was found to have failed to comply with the RSEO, whether to make a Rent Relief Order in terms of section 27 of the Act.

Findings in fact

19. The tribunal observed the following at its inspection:

- 1) The fixed sections of all the new windows within the house were located at the top, above the tilt and turn units.
- 2) The bottom sections of the kitchen windows could be opened in tilt mode and turned to a small degree, but not enough to turn them fully inwards, due to the kitchen units below the windows.
- 3) The bottom section of the bathroom window could be opened in tilt mode and turned to a small degree, but not enough to turn it fully inwards, due to the boxed area below the window. The plaster and decor around the window had not been finished properly.
- 4) The bottom sections of the windows in the living room could be fully opened. There were gaps along the side of each of the windows, and draughts could be detected coming through these.
- 5) The bottom section of the window in the bedroom could be fully opened. The window had not been properly sealed, there were gaps at the side of the internal facings and the tenant stated that it leaked at the bottom when it rains.
- 6) Both windows on the landing between the second and third floors of the tenement had been replaced. The packing under one of the sills which had been observed at the 6 March re-inspection had been removed. The hole in the lathe and plaster of the ceiling above the window which had been observed at the 6 March re-inspection had been repaired although this patched area of new plaster still requires to be painted. New PVC facings had been installed, and the windows properly resealed.
- 7) Several tiles were missing under the windows on the second and third floors.
- 8) New windows had been installed on the landing between the first and second floors of the tenement. The ceiling above these had been repaired and re-plastered prior to the re-inspection on 6 March 2017. Cracks to the ceiling were noted at the re-inspection on 6 March but there was no obvious change to these cracks at this inspection and they are not in the area which required re-plastering.

Reasons for decision

20. The tribunal considered whether the landlord had complied with each of the four points of the RSEO in turn. The tribunal's determinations in relation to each of these are set out below

1. Replace all windows throughout the property, in order to ensure that the property is wind and watertight and in all other respects reasonably fit for human habitation.

21. The tribunal observed at its inspection that:

- 1) The fixed sections of all the new windows within the house were located at the top, above the tilt and turn units.
- 2) The bottom sections of the kitchen windows could be opened in tilt mode and turned to a small degree, but not enough to fully turn them inwards, due to the kitchen units below the windows.
- 3) The bottom section of the bathroom window could be opened in tilt mode and turned to a small degree, but not enough to turn it fully inwards, due to the boxed area below the window. The plaster around the window had not been finished.
- 4) The bottom section of the windows in the living room could be fully opened. There were gaps along the side of each of the windows, and draughts could be detected coming through these.
- 5) The bottom section of the window in the bedroom could be fully opened. The window had not been properly sealed there were gaps at the side of the internal facings and the tenant stated that it leaked at the bottom when it rains.

22. The tenant told the tribunal that the windows did not comply with building regulations in three respects:

- 1) They cannot be safely opened for cleaning.
- 2) The sills should be fixed underneath the windows.
- 3) The windows were not draught proofed.

23. When asked by the tribunal chairperson what specific building regulations he was referring to, the tenant produced a guidance note by the Scottish Building Standards Agency on replacement windows. This had not previously been submitted by the tenant, and Mr Taylor indicated that he had not had the opportunity to read this, and that he was unhappy that this new evidence was being introduced at this stage. The tribunal noted that the guidance clearly stated that it applied only to one and two storey houses, and specifically did not apply to flats. While the tribunal noted that the guidance was readily available

online, it was not therefore directly relevant to its consideration of the application.

24. The tribunal chairperson noted, however, that the tribunal had the power to carry out its own inquiries as it saw fit for the purposes of determining whether the landlord has complied with the repairing standard duty (in terms of Schedule 2 Paragraph 2(1) of the Act). She also noted that the tenant had first raised concerns that the windows did not comply with building regulations more than five months earlier.
25. The tenant told the tribunal that he was a joiner by trade, and was familiar with the way in which windows should be correctly installed. He said that he had not noticed the problems with the windows initially, as he had been so pleased with the new windows, which were a major improvement on the previous ones, and had been very busy with other things at the time. He said that, in his experience, settlement of the windows also takes time and they may require to be adjusted. He had also been unsure as to whether the tribunal was able to consider compliance with building regulations, or could only look at whether the windows were 'wind and watertight'. The tribunal found him to be a credible witness on these issues, and accepted his evidence.
26. The tenant also said that the windows in the bedroom and living room were not wind and watertight, due to the leaks from the former, and the draughts coming through the latter.
27. Mr Taylor told the tribunal that he recalled a conversation with the tenant some time previously regarding minor issues with the windows, but said that he thought points 1 and 2 of the RSEO had been resolved, and that the tribunal had decided that these had been carried out. He pointed out that the timescale for compliance with the RSEO had been extended at the landlord's instigation, specifically in relation to items 3 and 4. The tribunal chairperson advised him that the tribunal had not yet made a formal decision as to whether the works had been completed, and that this was the purpose of the present hearing.
28. Mr Taylor stated that the windows clearly did tilt and open, and suggested that part of the problem had been caused due to alterations made by the tenant in the kitchen and bathroom. The tribunal notes, however, that any such alterations had been made prior to the installation of the windows, and that the windows should therefore have been installed in a way that was suitable to the property as it was at the time of installation.
29. Mr Taylor said that if the windows were not suitable for the property, then they would be replaced. He said that the landlord's intention was to comply with the requirements of the RSEO. When asked by the tribunal whether he had gone

back to the contractor, after the tenant had raised concerns about the installation of the windows, he said that he had not, and had not raised issues relating to building standards regulations. He said that it would be 'ludicrous' if the contractor had not carried out the work in a way which complied with building standards regulations.

30. The tribunal considered whether the replacement windows comply with building standards regulations. In doing so, it carried out its own inquiries, and used its own special expertise effectively, in line with the tribunal's overriding objective. It noted that there appeared to be no clear guidance on building regulations with regard to windows in flats, but that Standard 4.8(c) of the Scottish Building Standards 2015 Technical Handbook- Domestic¹ states that every building must be designed and constructed in such a way that both faces of a window in a building are capable of being cleaned such that there will not be a threat to the cleaner from a fall resulting in severe injury.
31. It therefore appears to the tribunal that the windows do not comply with building standards regulations, as the way in which the windows have been installed does not allow for safe cleaning. The question before the tribunal, however, is not whether the windows comply with building standards regulations, but whether they are 'wind and watertight and otherwise reasonably fit for human habitation' as required by both the statutory repairing standard and the RSEO. It is clear from the evidence before the tribunal that the living room and bedroom windows are not currently wind and watertight.
32. There is also a question as to whether any of the windows are 'reasonably fit for human habitation', given that they cannot be opened in such a way that they are capable of being cleaned on both sides. The tribunal concludes that all of the windows as presently installed do not meet the standard of 'reasonably fit for human habitation'. Following the approach taken by the House of Lords in *Summers v Salford Corporation 1943 AC 283*, it is clear that a house being in all respects fit for human habitation involves the occupant being able to live in safety in the house in a normal manner for a house of the type in question.
33. In this case, Lord Wright states (at page 292) that the ability to clean windows without risk of injury to the occupant in 'a place like Salford' (i.e. an urban industrial area) is an elementary need which must be capable of being satisfied if a house is to be regarded as fit in every respect for human habitation. The tribunal considers that a similar standard should apply to a tenement flat in Glasgow.

¹ <http://www.gov.scot/Topics/Built-Environment/Building/Building-standards/publications/pubtech/th2015domcomp>

34. The tribunal also notes that the damage caused by the replacement of all the windows in the property has not been made good. The tribunal therefore concludes that the landlord has failed to comply with item 1 of the RSEO.
- 2. Engage a suitably qualified and registered electrical contractor to repair or replace as necessary the immersion heater within the property, in order to ensure that the installation for heating water is in a reasonable state of repair and in proper working order.**
35. The tenant confirmed at the hearing that the immersion heater had been replaced, and that the hot water was now working. The tribunal therefore determines that the installation for heating water is now in a reasonable state of repair and in proper working order.
- 3. Repair or replace the right-hand window on the landing between the second and third floors of the tenement as necessary to ensure that it is in a reasonable state of repair and proper working order, and in particular to stop any water ingress when it rains.**
36. The tribunal observed at its inspection that both windows on the landing between the second and third floors of the tenement had been replaced. The packing under one of the sills which was observed at the 6 March re-inspection had been removed. The hole in the ceiling lathe and plaster above the window which had been observed at the 6 March re-inspection had been repaired although this patched area of new plaster still requires to be painted. New PVC facings had been installed, and the windows properly resealed.
37. The tenant confirmed at the hearing that he was satisfied with the repairs which had now been done. He said that there had been no issues with water ingress through these windows since December 2016. Mr Taylor told the tribunal that further work had been carried out to the facings and window sills since the 6 March re-inspection, and that the windows had now been sealed. He also acknowledged that the area of new plaster requires to be painted and that this would be done.
38. The tribunal noted at its inspection that several tiles were missing under the window. On close inspection, it is evident from the photographs taken at the earlier inspections that these had been missing prior to the works being done. The tribunal was therefore satisfied that all damage arising from the replacement works had been rectified.
39. The tribunal therefore determined that the right-hand window on the landing between the second and third floors of the tenement was in a reasonable state of repair and proper working order.

4. Repair or replace the ceiling above the window on the landing between the first and second floors of the tenement as necessary to ensure that it is safe, and is in a reasonable state of repair and in proper working order.

40. The tribunal observed at its inspection that new windows had been installed on the landing between the first and second floors of the tenement. The ceiling above these had been repaired and re-plastered. The tenant confirmed at the hearing that he was happy that the works had been carried out.

41. The tribunal therefore determined that the ceiling above the window on the landing between the first and second floors of the tenement was in a reasonable state of repair and proper working order.

Decision

42. The tribunal, having made such enquiries as are fit for the purposes of determining whether the landlord has complied with the RSEO, therefore determines that the landlord has failed to comply with the RSEO in terms of section 26(1) of the Act, and that a notice of this failure should be served on the local authority in whose area the property is situated.

Rent relief order

43. The tribunal considered whether a Rent Relief Order should be made in terms of section 27 of the Act. The tenant requested a reduction of 30%. He said that, following many years of complaints by him, the works had only been done because the landlord had been forced to do them by the tribunal. He said that unless the landlord was forced to complete the works by reducing his rent, they would never be completed. Mr Taylor argued, however, that such a reduction would be excessive, given the minor nature of any works that remained outstanding. He said that the tenant had not raised any issues with the windows until some months after they had been installed. He said that the landlord had at no point been reluctant to carry out the works, and had co-operated fully with both the tenant and the tribunal, and would continue to do so.

44. Given the history of this matter, the tribunal agrees with the tenant that the landlord is unlikely to complete the work without external pressure. It does not agree with Mr Taylor that the outstanding works are minor in nature, as it is likely that new windows will require to be installed. The tenant first raised concerns about the windows in November 2016, and these were confirmed in the re-inspection report dated 6 March 2017, but the landlord had taken no action to address this. The tribunal therefore determined that such an order should be

made, given the landlord's failure to comply with the RSEO without reasonable excuse.

45. The tribunal then considered the amount by which the rent payable under the tenancy should be reduced. Given the circumstances and the adverse effects which the failure to carry out the repairs are having on the tenant, the tribunal determined that an appropriate reduction would be to reduce the rent payable under the tenancy by 30% until the repairs have been carried out. The Rent Relief Order will be effective from 28 days after the last date on which a request may be made for permission to appeal the decision to make the Rent Relief Order under section 64 of the Act.

Rights of Appeal

46. 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.

47. 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 will be treated as having effect from the day on which the appeal is abandoned or so determined. The Rent Relief Order will be effective 28 days from the date on which the appeal is abandoned or so determined.

Signed.... **S O'Neill**
Chairperson

Date..... 13/5/17.....



Re-inspection report



Date of inspection: Monday 6 March 2017.

Reference Number: PRHP/RP/15/0339

Property: 3/2, 108 Dundrennan Road, Battlefield, Glasgow G42 9SH

Surveyor: Carol L Jones MA MRICS

Previous Inspections: The subject property was inspected by a full committee of the Private Rented Housing Panel on 15 February 2016 and as a result a Repairing Standard Enforcement Order was served on 16 March 2016. A re-inspection was carried out on 12 May 2016 and a notice of a decision to vary allowing additional time to complete the outstanding works was issued. A further re-inspection was carried out on 15 November 2016 and a subsequent further notice of a decision to vary allowing until 16 December 2016 was issued.

Access: The tenant Mr David Clelland provided access.

Weather: Dry, cold and bright.

In attendance: The tenants Mr and Mrs Clelland attended the inspection. There was no representation from the landlord.

1 This is a copy of the re-inspection report dated 6 March 2017
referred to in the foregoing decision dated 13/5/17.

S O'Neill

Repairing Standard Enforcement Order (RSEO) served on 16 March 2016

Works required by the RSEO:

The Private Rented Housing Committee now requires the landlord to carry out such work as is necessary for the purpose 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 before the date specified in this order.

In particular the Private Rented Housing Committee requires the landlord to:

- 1) Replace all windows throughout the property, in order to ensure that the property is wind and watertight and in all other respects reasonably fit for human habitation.**
- 2) Engage a suitably qualified and registered electrical contractor to repair or replace as necessary the immersion heater within the property, in order to ensure that the installation for heating water is in a reasonable state of repair and in proper working order.**
- 3) Repair or replace the right hand window on the landing between the second and third floors of the tenement as necessary to ensure that it is in a reasonable state of repair and proper working order, and in particular to stop any water ingress when it rains.**
- 4) Repair or replace the ceiling above the window on the landing between the first and second floors of the tenement as necessary to ensure that it is safe, and is in a reasonable state of repair and in proper working order.**

The Private Rented Housing Committee orders that the works specified in this order must be carried out and completed within the period of four weeks from the date of service of this notice.

Works in the RSEO undertaken/outstanding - see attached photographs:

1) The landlord replaced all the windows in the property with brand new UPVC double glazed units prior to the first previous re-inspection on 12 May 2016 (see re-inspection report dated 12 May 2016). All the windows to the front of the property (Living Room and Bedroom) can be opened and closed properly. The kitchen window can only be opened slightly, it is prevented from opening fully because the existing kitchen base unit creates an obstruction. The bathroom window can only be opened slightly as the existing boxed area behind the toilet creates an obstruction. It is not possible to clean the exterior surface of either the kitchen or bathroom windows from inside this flat. The tenant pointed out that the design of all the windows makes safe cleaning from inside the flat impossible because the fixed windows are all located above the tilt and turn units. It was also noted that water is gathering to the base of the interior of the frame of the bedroom window and overall there is a lack of works to completely make good internal damage caused by the window installation and properly seal the new windows.

2) The landlord instructed an electrician to address the issue with the immersion heater prior to the first previous re-inspection on 12 May 2016 (see re-inspection report dated 12 May 2016). The tenants confirmed at this re-inspection that a new thermostat was installed at that time and the hot water system has been operating properly. While not forming part of the RSEO it was noted that smoke/heat and CO alarms have now been fitted and the tenant said an electrical inspection has been carried out but he has not had sight of any EICR which may have been prepared as a result and he continues to have concerns about the wiring in this property.

3) The top landing window situated between the second and third floors of the tenement has now been replaced with brand new UPVC double glazed units. The quality of workmanship is poor, the external sills are incomplete/a section of wooden packing under one of the sills was observed to be dislodged, there has been no external pointing or internal works to seal the new units or fully make good all the damage caused by the installation. There has also been damage to the ceiling above this window since my previous inspection in November last year. There is a hole in the lathe and plaster and the tenant said this occurred around two weeks after the window was installed and after a storm. He said there is still a leak at this new window and water continues to pool on the floor of the middle landing. I found no evidence of water on the floor of either landing but my inspection was on a dry day.

4) The section of ceiling directly above the window on the landing between the first and second floors has been re-plastered and painted. It was noted that there are still cracks to the main ceiling and some damage to the plaster at the top of the wall to the left side of the window but the main area where the lathe and plaster ceiling had previously collapsed has been repaired.

All photographs were taken at the re-inspection on 6 March 2017 (see schedule below).

Comments: This report will be submitted to a full committee of the First-tier Tribunal for Scotland (Housing and Property Chamber) for their decision.

**Carol L Jones MA MRICS
Ordinary Member (Surveyor)
First-tier Tribunal for Scotland (Housing and Property Chamber)**

7 March 2017

Schedule of photographs taken during the re- inspection of 3/2, 108 Dundrennan Road, Battlefield, Glasgow G42 9SH by the ordinary member (surveyor) of the First-tier Tribunal for Scotland (Housing and Property Chamber) on 6 March 2017.

Reference Number : PRHP/RP/15/0339



Kitchen windows



Kitchen windows- showing obstruction to opening



Kitchen windows - external sill



Bathroom Window



Bathroom window - showing obstruction to opening



Bathroom window



Bathroom window



Bathroom Window/Toilet and boxed area behind cistern



Bedroom window



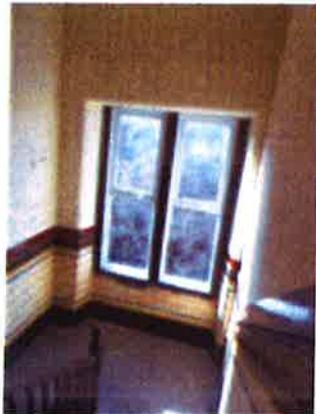
Bedroom window - water pooling to interior base of frame



Bedroom window



Living Room window



Communal close window to top landing



Communal close window to top landing/damage to plasterwork.



Communal close window to top landing showing external upvc sill and pointing



Communal close window to top landing showing external upvc sill and pointing



Communal close - top landing floor- plaster from ceiling dislodged.



Communal close window to top landing - gap at side of external sill



Communal close window to top landing - gap at side of external sill



Communal close window to middle landing - plaster repaired above window



Communal close window to middle landing - plaster repaired above window. Cracks to ceiling and wall.



Communal close - floor to middle landing



**Private Rented Housing Panel (prhp)
Re-inspection report**



Date of inspection: Tuesday 15 November 2016.

Reference Number: PRHP/RP/15/0339

Property: 3/2, 108 Dundrennan Road, Battlefield, Glasgow G42 9SH

Surveyor: Carol L Jones MA MRICS

Previous Inspections: The subject property was inspected by a full committee of the Private Rented Housing Panel on 15 February 2016 and as a result a Repairing Standard Enforcement Order was served on 16 March 2016. A re-inspection was carried out on 12 May 2016 and a notice of a decision to vary allowing additional time to complete the outstanding works was issued.

Access: The tenant Mr David Clelland provided access.

Weather: Cold with bright sunshine.

In attendance: Mr David Clelland and Mr Richard Taylor of Edzell Property Management, the landlord's agent attended the inspection.

This is a copy of the re-inspection report dated 17 November 2016 relevant to the Gregory decision dated 13/5/17

Repairing Standard Enforcement Order (RSEO) served on 16 March 2016

Works required by the RSEO:

The Private Rented Housing Committee now requires the landlord to carry out such work as is necessary for the purpose 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 before the date specified in this order.

In particular the Private Rented Housing Committee requires the landlord to:

- 1) Replace all windows throughout the property, in order to ensure that the property is wind and watertight and in all other respects reasonably fit for human habitation.**
- 2) Engage a suitably qualified and registered electrical contractor to repair or replace as necessary the immersion heater within the property, in order to ensure that the installation for heating water is in a reasonable state of repair and in proper working order.**
- 3) Repair or replace the right hand window on the landing between the second and third floors of the tenement as necessary to ensure that it is in a reasonable state of repair and proper working order, and in particular to stop any water ingress when it rains.**
- 4) Repair or replace the ceiling above the window on the landing between the first and second floors of the tenement as necessary to ensure that it is safe, and is in a reasonable state of repair and in proper working order.**

The Private Rented Housing Committee orders that the works specified in this order must be carried out and completed within the period of four weeks from the date of service of this notice.

Works in the RSEO undertaken:

- 1) The landlord replaced all the windows in the property with brand new UPVC double glazed units prior to the previous re-inspection on 12 May 2016 (see previous re-inspection report dated 12 May 2016).**
- 2) The landlord instructed an electrician to address the issue with the immersion heater and replaced it prior to the previous re-inspection on 12 May 2016 (see previous re-inspection report dated 12 May 2016). While not forming part of the RSEO it was noted that smoke/heat and CO alarms have still not been fitted and an electrical inspection has not been carried out or an EICR prepared.**

Works in the RSEO outstanding:

3) The right hand window on the landing between the second and third floors of the tenement has not been repaired or replaced and there are signs of further deterioration. The tenant continues to complain of pools of water forming on the landing floor following rainfall.



4) The ceiling above the window on the landing between the first and second floors of the tenement has not been repaired or replaced. The internal fabric of the close walls and ceiling are continuing to deteriorate.



Items 3 and 4 are both communal repairs. The landlord's agent said there is still no official position in relation to the Factor since the issues were reported. He said his company has obtained quotes and intends to proceed with the required work starting on 5 December 2016. The landlord's agent will attempt to recoup the remaining shares of the cost from all other owners.

All photographs were taken at the re-inspection on the 15 November 2016.

Comments: This report will be submitted to a full Committee of the Private Rented Housing Panel for their decision

**Carol L Jones MA MRICS
Surveyor Member PRHP**

17 November 2016



**Private Rented Housing Panel (prhp)
Re-inspection report**



Date of inspection: Thursday 12 May 2016.

Reference Number: PRHP/RP/15/0339

Property: 3/2, 108 Dundrennan Road, Battlefield, Glasgow G42 9SH

Surveyor: Carol L Jones MA MRICS

Previous Inspection: The subject property was inspected by a full committee of the Private Rented Housing Panel on 15 February 2016 and as a result a Repairing Standard Enforcement Order was served on 16 March 2016.

Access: The tenant's son Mr David Clelland provided access.

Weather: Bright sunshine and warm.

In attendance: Mr David Clelland, the tenant's son and Mr Richard Taylor of Edzell Property Management, the landlord's agent attended the inspection.

This is a copy of the reinspection report dated 12 May 2016 relevant to the coregency discussion dated 13/5/17

Repairing Standard Enforcement Order (RSEO) served on 16 March 2016

Works required by the RSEO:

The Private Rented Housing Committee now requires the landlord to carry out such work as is necessary for the purpose 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 before the date specified in this order.

In particular the Private Rented Housing Committee requires the landlord to:

- 1) Replace all windows throughout the property, in order to ensure that the property is wind and watertight and in all other respects reasonably fit for human habitation.**
- 2) Engage a suitably qualified and registered electrical contractor to repair or replace as necessary the immersion heater within the property, in order to ensure that the installation for heating water is in a reasonable state of repair and in proper working order.**
- 3) Repair or replace the right hand window on the landing between the second and third floors of the tenement as necessary to ensure that it is in a reasonable state of repair and proper working order, and in particular to stop any water ingress when it rains.**
- 4) Repair or replace the ceiling above the window on the landing between the first and second floors of the tenement as necessary to ensure that it is safe, and is in a reasonable state of repair and in proper working order.**

The Private Rented Housing Committee orders that the works specified in this order must be carried out and completed within the period of four weeks from the date of service of this notice.

Works in the RSEO undertaken:

1) The landlord has replaced all the windows in the property with brand new UPVC double glazed units.



Living Room Window



Kitchen Window



Bathroom Window



Bedroom Window

2) The landlord has instructed an electrician to address the issue with the immersion heater. This has been replaced and the tenant's son confirmed the family are now able to heat water. While not forming part of the RSEO Mr Taylor wanted the committee to know that the electrician is returning to the property today to carry out an EICR and install smoke/heat and CO alarms.

Works in the RSEO outstanding:

3) The right hand window on the landing between the second and third floors of the tenement has not been repaired or replaced and is in the same condition as when the committee inspected the property on 15 February 2016.



4) The ceiling above the window on the landing between the first and second floors of the tenement has not been repaired or replaced. It is in the same condition as when previously inspected by the committee on 15 February 2016.



Items 3 and 4 are both communal repairs. The landlord's agent has not heard from the Factor since the issues were reported. He said the landlord has recently had the work inspected by Edzell Property Management's own in house maintenance team who will carry out all necessary work and attempt to recoup the cost from all owners. He expects the work to be carried out within the next month.

All photographs were taken at the re-inspection on the 12 May 2016.

Comments: This report will be submitted to a full Committee of the Private Rented Housing Panel for their decision

**Carol L Jones MA MRICS
Surveyor Member PRHP**

12 May 2016

**Scottish Courts
and Tribunals Service**



Schedule of photographs taken during the inspection of Flat 3/2, 108 Dundrennan Road,
Glasgow G42 9SH by the First-tier Tribunal for Scotland (Housing and Property
Chamber) on 4 May 2017.

Reference Number : PRHP/RP/15/0339



External view - Front elevation of property

This is a copy of the schedule of photographs dated
4 May 2017 referred to in the foregoing decision
dated



Kitchen Window



Kitchen Window



Kitchen Window



Bathroom Window



Bathroom Window



Living Room Window



Living Room Window



Living Room Window



Bedroom Window



Bedroom Window



Bedroom Window



Top Landing Window



Top Landing Window



Top Landing Window



Top Landing Window



Top Landing Window



Ceiling above top landing window



Ceiling above top landing window



Middle Landing Window



Middle Landing Window



Middle Landing Window

