

# Housing and Property Chamber First-tier Tribunal for Scotland



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

**Repairing Standard Enforcement Order (RSEO): Housing (Scotland) Act 2006  
Section 24**

**Chamber Ref: FTS/HPC/RP/17/0420**

**Title no/Sasines Description: GLA23599**

**Flat 2/1, 524 Paisley Road West, Glasgow, G51 1RN ("the house")**

**The Parties:-**

**Mrs Gullalai Miankhail, residing at the House ("the Tenant")**

**Ms Shabana Bakhsh, care of Etimon, Trident House, 175 Renfrew Road,  
Paisley, PA3 4EF ("the Landlord")**

Whereas in terms of their decision dated 14 March 2018, The First-tier Tribunal for Scotland (Housing and Property Chamber) ('the Tribunal') determined that the Landlord has failed to comply with the duty imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 ("the Act") and in particular that the Landlord has failed to ensure that the House meets the repairing standard with reference to the following provisions of Section 13 of the Act, as amended:-

(a) the house is wind and watertight and in all other respects reasonably fit for human habitation;

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

(g) the house has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health.

the Tribunal now requires the Landlord to carry out such work as is necessary for the purposes of ensuring that the House concerned meets the repairing standard and that any damage caused by the carrying out of any work in terms of this Order is made good.

In particular, the Tribunal requires the Landlord:-

- (1) To produce a report from a suitably qualified window installation company confirming that the living room and bedroom windows of the House are wind and watertight; and thereafter, if said report states that any of said windows are not wind and watertight, to repair or, as necessary, replace same to ensure that those windows are wind and watertight.

- (2) To repair or, as necessary, replace the three kitchen drawers, the wooden housing around the central heating boiler in the kitchen, the kitchen cupboard door handle and the kick plate under said kitchen cupboard to ensure that same are in a reasonable state of repair and in proper working order.
- (3) To make good the areas of the master bedroom ceiling, walls and cornice and the second bedroom ceiling which have been damaged and stained as a result of water penetration from roof defects by re-decoration or, as necessary, repair to give a satisfactory finish to ensure that the House is reasonably fit for human habitation.
- (4) To install a carbon monoxide (CO) detection system, positioned in accordance with manufacturers' instructions and current Scottish government guidance, to ensure that the House has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health.

The Tribunal order that the works specified in this Order must be carried out and completed within the period of 6 weeks from the date of service of this Notice.

**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.

**Please note that in terms of section 28(1) of the Act, a landlord who, without reasonable excuse, fails to comply with a RSEO commits an offence liable on summary conviction to a fine not exceeding level 3 on the standard scale. A landlord (and that includes any landlord's successor in title) also commits an offence if he or she enters into a tenancy or occupancy arrangement in relation to a house at any time during which a RSEO has effect in relation to the house. This is in terms of Section 28(5) of the Act.**

In witness whereof these presents typewritten on this and the preceding page are executed by Nicola Weir, Legal Member of the Tribunal, at Glasgow on 14 March 2018 in the presence of the undernoted witness:-

F T Weir

N weir

\_\_\_\_\_ witness

\_\_\_\_\_ Legal Member

NICOLA WEIR name in full

102 FIFE ROAD Address

MARSWORTH, HP23 4UN

# Housing and Property Chamber First-tier Tribunal for Scotland



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

**Statement of Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 24(1) of the Housing (Scotland) Act 2006**

**Chamber Ref: FTS/HPC/RP/17/0420**

**Title no/Sasines Description: GLA23599**

**Flat 2/1, 524 Paisley Road West, Glasgow, G51 1RN ("the house")**

**The Parties:-**

**Mrs Gullalai Miankhail, residing at the house ("the Tenant")**

**Ms Shabana Bakhsh, care of Etimon, Trident House, 175 Renfrew Road, Paisley, PA3 4EF ("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 duty imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 ("the Act") in relation to the house, and taking account of the evidence presented and the written and oral representations, determined that the Landlord had failed to comply with the duty imposed by Section 14 (1)(b) of the Act.**

**The Tribunal comprised:-**

**Nicola Weir, Legal Member**

**Mike Links, Ordinary Member**

**Background**

1. By Application received on 9 November 2017, the Tenant applied to the Tribunal 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"). The Application by the Tenant stated that the Tenant considered that the Landlord had failed to comply with his duty to ensure that the house meets the following parts of the repairing standard in terms of Section 13 of the Act, namely that the house is wind and watertight and in all other respects reasonably fit for human habitation (Section 13(1)(a); that any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working

order (section 13(1)(d); and that the house has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health (Section 13(1)(g) .

In particular, the Tenant stated "They have not fixed the dishwasher since we moved in, 2013 August. The kitchen door is broken and they are yet to fix it. There is water dripping from the ceiling in the bedroom. There is also water coming from the ceiling in Bedroom 2 and water is coming from the window in bedroom 2 and the living room. 3 kitchen drawers are broken. There are cracks in the ceiling and walls throughout the house. Also the paint." As regards the work which needs to be done, the Tenant also stated "They need to fix the dishwasher, the paintwork of the house, the carpets. The kitchen door. The water that is coming in the master bedroom, bedroom 2 and the living room. The cracks in the walls and ceilings. Under the kitchen drawers."

Apart from the application form, the Tenant also submitted as part of her Application copy Landlord notification of repair letter and certificate of posting of same dated 7 November 2017; copy letters from Govan Law Centre to Etimon Ltd ("the Landlord's agent") on her behalf regarding repairs issues dated 3 and 11 October 2017 and copy handwritten note dated 17 October 2017 regarding kitchen door repairs which appears to have been signed on behalf of the Landlord's agent. The Tenant's Application was unsigned and no tenancy agreement was included. She was written to regarding these matters and subsequently submitted a signed form, tenancy agreement and AT5.

2. On 10 January 2018, a Convener of the Tribunal, acting under delegated powers in terms of 23A of the Act made a decision to refer the Application, under section 23(1) of the Act, to a Tribunal. Notice of Referral in terms of Schedule 2, Paragraph 1 of the Act was served upon both the Landlord and the Tenant by letters dated 18 January 2018, stipulating that any written representations should be lodged with the Tribunal by 8 February 2018.
3. Following service of the Notice of Referral, written representations were submitted on behalf of the Landlord by the Landlord's agent, namely email dated 5 February 2018, to which was attached an earlier email dated 2 February 2018 to the Tenant from the Landlord's agent concerning the condition of the walls and the carpets and to which was attached an extract from an inventory inspection dated 26 July 2013, photographs showing some of the rooms in the House (undated) and a copy quotation from a contractor dated 1 February 2018 for plastering and painting works to the walls and ceilings. No written representations were submitted by the Tenant.
4. The Tribunal inspected the house on the morning of 26 February 2018. In addition to the Members of the Tribunal, Ms Molly Bell, Tribunal Clerk was present. The Tenant provided access to the house and was present throughout. She was joined by a female friend who arrived during the

inspection but took no part in the proceedings other than as a supporter. Mr Chris Thomas, Lettings Manager for the Landlord's agent was also in attendance.

5. Following the inspection of the house, the Tribunal held a Hearing at Wellington House, 134-136 Wellington Street, Glasgow, G2 2XL. The same persons who had attended at the Inspection attended the Hearing.

### The Inspection

6. At the time of the inspection, the weather was cold, dry and bright. The Tribunal noted that the house is a top floor flat in a three-storey sandstone tenement comprising six flats with a pitched, tiled roof situated on Paisley Road West in the Ibrox area of Glasgow. The accommodation comprised a living room, kitchen, bedrooms, bathroom and hallway. The Tribunal noted the following on inspection:-

- (a) A new dishwasher was installed in the kitchen which the Tenant stated was working.
- (b) In the kitchen, the three kitchen drawers were badly fitting, had dropped and could not be opened and closed properly, the wooden housing around the central heating boiler was insecure and moved around when the door on same was opened or closed, a cupboard door handle was broken and the kick plate underneath that cupboard was broken, leaving a gap in same. The Tenant stated that the door into the kitchen from the hall had also been broken but was now fixed.
- (c) The carbon monoxide detector situated in the kitchen beside the boiler was not working. A second carbon monoxide detector which appeared to be operational was however incorrectly positioned in the hall, above the kitchen doorway.
- (d) There was no heat alarm in the kitchen. There were two smoke alarms affixed to the hall ceiling which were not operational and a further smoke alarm affixed to the living room ceiling which was operational. The smoke alarms were of the battery operated type.
- (e) There were three areas in the hall walls, each situated between doorways, where the paint and top layer of plaster had come off, exposing the bare plaster/wall underneath. In addition, there were several small indents or areas of defective plaster on the walls throughout the house, other marks on the walls and some cracks in the plaster on the walls and ceilings.
- (f) The carpets in some rooms of the house were stained and marked.
- (g) There was damage and staining to the ceiling, walls and cornice in the master bedroom and staining to the second bedroom ceiling in locations where the Tenant indicated water had been coming in.

were tested with a damp meter and each had negative readings for damp. There was no visible evidence of an ongoing leak.

- (h) There was evidence of an old repair having been carried out with a putty-type material to the exterior seal of the master bedroom window.
- (i) The bathroom door lock was working.

A Schedule of Photographs taken during the inspection by the Ordinary Member is attached to this Statement of Decision and executed as relative hereto.

### The Hearing

7. At the Hearing, the Tribunal had before it the Application and other documentation referred to above. The Tribunal also had before it a copy of Land Certificate GLA 23599 relative to the house which is registered in the name of the Landlord and confirmation that the house is included in the Landlord's Landlord Registration with Glasgow City Council.
8. The Tenant and Landlord's agent both gave evidence and answered questions from the Tribunal Members.
9. As regards the issues with the kitchen drawers, cupboards and doors, the Tenant advised that she had been complaining about these since the tenancy commenced in 2013 but that no works had been done, although it was confirmed that the dishwasher had been replaced and the kitchen door fixed after she had submitted her Application to the Tribunal. The Landlord's agent explained that Mr John Teevan, Maintenance and Repair Manager, the person who had dealt with these matters at Etimon (the Landlord's agents) was on annual leave today so had been unable to attend the Inspection and Hearing. However, the Landlord's agent referred to some Invoices that he had with the papers which confirm that the kitchen door was fixed and hinges on kitchen cupboards in October 2017. However, he stated that there was no debate concerning the drawers and that the kitchen needs work which has not been done.
10. The Tenant stated that there had been repairs to the roof, at the chimney, several times since she has been living there. The Landlord's agent referred to discussions Mr Teevan had had with the property factor who had assured him that the roof was now watertight following repair works in October 2017. The Tenant maintained that she is still getting water in and that the last time was a few days ago, when it last rained. The Ordinary Member referred to the damp meter readings that he had taken at the Inspection, which he had shown to and explained to the parties at the time, and that these had been negative. He explained that the results would not have been negative if further water had been coming in as recently as the Tenant was stating. The Tenant had no explanation for this. It was agreed by the Landlord's agent that décor was now the issue in these rooms but that re-decoration would not have been undertaken

until the Landlord was certain that the water ingress had been fixed. The Tenant advised that there was some staining on these ceilings when she moved in but that it had been smaller than it is now.

11. The Tenant advised that there had been cracks in the plaster since the beginning of the tenancy. The Landlord's agent said he had no comment on this as he was not part of Etimon then but that it is an old building and that he has seen this type of cracking on walls and ceilings before. He said, however, that the areas between the doors in the hall where the paint and some of the plaster had chipped off were unusual and did not know what had caused that. However, he drew attention to the fact that these areas only went up to child height and mentioned that it had been noticed when the Landlord and Mr Teevan had visited the house in June 2017 that some of the walls had been written on by felt tip and crayon by the Tenant's children. The Tenant admitted that her children had written on their bedroom walls. She denied that they had kept bikes in the house which had damaged the walls as had been previously alleged by the Landlord's agent or that they had otherwise damaged or deliberately removed paintwork or plaster from the areas in the hall. When asked what had happened to the paint/plaster in these areas, the Tenant said that these areas had been cracked and that paint/plaster had just fallen off and come off as a result of cleaning. The Landlord's agent responded that he did not think this likely and referred to the fact that, at the Inspection today, he had noticed that a lot of the paintwork on the doors and walls is marked and dirty with fingerprints, etc.
12. The Landlord's agent referred to the recent quote from the contractor which had been lodged as part of their written representations on behalf of the Landlord for plaster and painting works required in the house. The Tribunal noted that this included the costs of hiring tower scaffolding and that the quote was in the sum of £3650 plus VAT. It was clear from the written representations and from what the Landlord's agent and Tenant stated at the Hearing that the Landlord was seeking to have the Tenant pay some or all of these costs for bringing the house up to standard at the termination of the tenancy. The Tenant's position on this was that, apart from her admission that her children had written on some of the walls, the plaster and paintwork in the house had not been in good condition when the tenancy commenced and that the Tenant had been asking for these matters to be rectified since the commencement of the tenancy. The Landlord's agent referred to the extract from the inventory inspection sheet dated 26 July 2013 and the attached photographs which he understands showed the condition of some of the rooms in the house as at that date, which was just before the tenancy commenced. The Tenant denied that the photographs showed the condition of the house at that time. She explained that they sourced the house from the Landlord on Gumtree and were already in the house when Etimon, the Landlord's agent, became involved. When they first met with the Landlord, the Tenant alleges that they raised some issues concerning the condition of the house and were told by the Landlord that these things would be put right over a period of time. When asked by the Tribunal why the Tenant

had agreed to sign the lease stating that the house was in good order and repair if it was not, the Tenant stated that it was her husband who had signed the lease. She maintained that they had taken the Landlord at her word that matters, including the plaster and paintwork, would be put right over time.

13. Similar arguments were put forward by the parties concerning the carpets. The Tenant said that the carpets had been dirty and stained at the commencement of the tenancy and again denied that the photographs produced by the Landlord showed the condition of the carpets at that time. She maintained that they had been asking for the carpets to be cleaned since the commencement of the tenancy, that they had been told by the Landlord at the outset that this would be attended to but that it never was and that they eventually bought several rugs and put them down to hide the carpets. The position of the Landlord's agent was that it is his understanding that the photographs do show the condition of the carpets at the commencement of the tenancy, that the carpets might have been a couple of years old then but that the condition of the carpets has got much worse during the tenancy such that they are now heavily stained. He suggested that this has been caused by the Tenant and her family perhaps spilling drinks, etc and not cleaning spillages up. He confirmed that the Landlord is also seeking to have the Tenant pay for replacing or cleaning the carpets at the end of the tenancy to bring the house back to the standard in which it was let to the Tenant.
14. As regards the windows, the Tenant advised that she had complained to the Landlord about water coming in in June 2017, that they had come out and taken photographs but that no repairs had been carried out. She stated that she had last had water coming in a few days ago, around mid-February 2018. The Landlord's agent stated that he did not know anything about the windows and does not have any invoices or documents about window repairs. He said that he had seen the old repair that had been noted on the exterior of one of the windows on inspection today but that he has no knowledge of it.
15. The Landlord's agent accepted that the carbon monoxide detector and smoke alarms need to be upgraded and does not know why this has not been done. The Tenant advised that Mr Thomas personally had visited the house when he joined the Landlord's agents, Etimon and had noted the position regarding the carbon monoxide detectors and smoke alarms but that nothing was done. She explained that she had been sent information by the Tribunal when she submitted her Application, including a leaflet about smoke alarms, which led to her arranging for a visit from the fire brigade who put up the smoke alarms in the hall and living room. The Landlord's agent advised that he did visit all Etimon properties when he joined them, that he recalls being at the house before but that he is not the maintenance and repair person. He reiterated that he does not know why these matters were not attended to and accepts that they require to be rectified.

16. In summing up, the Tenant said that she does not know the law and has just been trying to sort things out properly. She is upset that a Notice to Quit has been served, requiring them to leave the property at 1 April 2018 and that they are being asked by the Landlord to pay for re-painting and carpets. The Landlord's agent said that he does not know anything about the circumstances of the Notice to Quit as he does not deal with the leases. As regards the repairs issues, he stated that some had been dealt with, that there had been a meeting between the parties in June 2017 that both the Landlord and Landlord's agent had attended and that it appeared that some of the damage had been done by the Tenant.
17. In concluding the Hearing, the Tribunal explained to the parties that it will make a decision on this Application as to whether or not the repairing standard has been breached but that issues concerning the termination of the tenancy and, in particular, the dispute about liability for the costs of bringing the house back up to tenantable condition at the end of the tenancy are outwith the remit of this type of Application.

#### Findings in Fact

18. Reference is made to the Tribunal's findings on Inspection detailed above.
19. The Tenant occupies the house under a Short Assured Tenancy which commenced on 1 August 2013. She is a joint tenant with her husband, Mr Taroon Miankhail. The Tenant has been served with a Notice to Quit which the Tenant states requires her family to remove from the house around 1 April 2018.
20. The Tenant had complained to the Landlord about repairs issues, some of which date back to the commencement of the tenancy and others to around June 2017.
21. A meeting took place at the house around June 2017 between the Landlord, Landlord's agent (Mr Teeven) and the Tenant when repairs and maintenance issues were discussed. Matters were not resolved following that meeting. The Govan Law Centre subsequently wrote to the Landlord's agent in October 2017 on behalf of the Tenant complaining about repairs issues. The Tenant then made her Application to the Tribunal.
22. Some of the repair issues raised by the Tenant in her Application and which had been notified to the Landlord have now been rectified, namely the dishwasher not working, the kitchen door into the hall and the water ingress at the master bedroom and second bedroom ceilings, the latter by virtue of a roof repair organised by the property factor for the building. However, some of the repair issues remain outstanding.

## Reason for decision

23. The Tribunal considered the issues of disrepair set out in the Application and noted at the Inspection.
24. The Tribunal was not satisfied that the house is wind and watertight and in all other respects reasonably fit for human habitation in terms of Section 13(1)(a) of the Act. The Tribunal was not satisfied from visual examination of the living room and bedroom windows and having heard the Tenant's evidence about water ingress at the windows that the windows are watertight. Roof repairs have been carried out to the building recently which appear to have addressed the issue of water ingress at the master bedroom and second bedroom ceilings, given that damp readings taken at both locations were negative. However, in order to comply with the repairing standard, the Landlord also requires to make good the damage and staining to the ceiling, walls and cornice of the master bedroom and the second bedroom ceiling caused by the previous water penetration.
25. The three kitchen drawers, the wooden housing around the central heating boiler in the kitchen, a kitchen cupboard door handle and the kick plate under said kitchen cupboard were all found to be defective on inspection. Accordingly, the repairing standard is not met in that any fixtures, fittings and appliances provided by the Landlord under the tenancy are not in a reasonable state of repair and in proper working order in terms of Section 13(1)(d) of the Act.
26. In the Tribunal's view, the house does not have satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health in terms of Section 13(1)(g) of the Act and does not therefore meet the repairing standard. Although there is a carbon monoxide detector situated near the gas boiler in the kitchen, it was not operational. A second carbon monoxide detector situated above the kitchen doorway in the hall, although appearing to be operational, does not, in the Tribunal's view, appear to be correctly located.
27. The Landlord's agent confirmed that a recent roof repair to the building had been necessary to make the roof watertight; that there were defects apparent at inspection regarding the kitchen drawers, cupboard, kick plate and boiler housing; and conceded the position regarding the carbon monoxide detectors. The Landlord's agent was not able to provide any information as to whether any inspection of, or repairs to the windows had been undertaken either in response to the Tenant's complaints or previously.
28. The Tribunal is of the view that it requires to make a Repairing Standard Enforcement Order ("RSEO") in respect of the outstanding matters specified above. Given the nature of the required repairs, the Tribunal was of the view that a period of 6 weeks from service of the RSEO was an

adequate and reasonable timescale for the investigations and repairs to be completed.

29. As regards other matters raised by the Tenant in her Application or noted at the Inspection and Hearing:- the bathroom door lock does not form part of this Application and, in any event, was noted at the Inspection to be working; several hairline cracks on the walls and ceilings throughout the house are, in the Tribunal's view, due to settlement and do not constitute a breach of the repairing standard; several small regular indents in the plaster on the walls appeared to the Tribunal to be due to plaster having been applied on top of some type of wall fittings and did not, in any event, constitute a breach of the repairing standard; the larger areas of defective plaster and paint between the doorways in the hall whilst significant enough to constitute a breach of the repairing standard in terms of Section 13(1)(a) of the Act (not reasonably fit for human habitation), having examined these areas at inspection and having considered the oral evidence given by both parties on this issue at the Hearing, the Tribunal's finding is that this particular damage was likely caused by the Tenant or her family and therefore constitutes an exception to the landlord's repairing duty in terms of Section 16(1)(b)(i) of the Act (any work to be carried out for which the tenant is liable by virtue of the tenant's duty to use the house in a proper manner); some of the carpets were stained and marked but, in the Tribunal's view, this did not breach the repairing standard; and, although the smoke alarms did not form part of this Application, given the findings on inspection, the concessions made by the Landlord's agent in this regard and the potential health and safety risks arising, the Tribunal would expect the Landlord to address this issue without delay and install hard-wired and interlinking smoke alarms and a heat alarm in the kitchen in accordance with current building regulations and Scottish Government Guidance to ensure compliance with the repairing standard.

#### Decision

30. The Tribunal accordingly determined that the Landlord had failed to comply with the duty imposed by Section 14(1)(b) of the Act.

31. The Tribunal proceeded to make a Repairing Standard Enforcement Order as required by Section 24(1) of the Act.

32. The decision of the Tribunal was 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.**

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.

N Weir

Signed..... Date: 14 March 2018  
Nicola Weir, Legal Member of the Tribunal

**Housing and Property Chamber  
First-tier Tribunal for Scotland**



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

**PHOTOGRAPH SCHEDULE**

**PROPERTY: FLAT 2/1, 524 PAISLEY ROAD WEST, GLASGOW G51 1RN**

**REFERENCE: FTS/HPC/RP/17/0420**

**INSPECTION DATE: 26<sup>TH</sup> JANUARY 2018**

**PHOTOGRAPHS TAKEN ON DAY OF INSPECTION**



**FRONT ELEVATION**



**NEW DISHWASHER IN KITCHEN**



**DRAWERS IN KITCHEN**



**DEFECTIVE KICK PLATE/HANDLE**

*Glasgow, 14th March 2018*

*This is the Schedule of Photographs referred to in the attached  
Statement of Decision of even date herewith.*

*N Weir*

*Legal Member of the Tribunal*



**DEFECTIVE CH BOILER HOUSING**



**CO MONITOR ON CH HOUSING**



**SMOKE DETECTORS IN HALL**



**SMOKE DETECTOR IN LIVING RM**



**SMOKE DETECTOR IN KITCHEN**



**DEFECTIVE PLASTER/PAINT IN HALL**



**DEFECTIVE AREAS OF PLASTER/PAINT IN HALL**





**DEFECTIVE PLASTER WALL -REAR BED CARPET-REAR BEDROOM**



**HALL CARPET**



**STAIN IN MASTER BED CEILING**



**STAIN IN MASTER BED WALL**



**MASTER BED WINDOW**



**OLD REPAIR AT SEAL**



**STAIN IN REAR BED CEILING**



**REAR BED WINDOW**



**PLASTER CEILING CRACK-LR**



**PLASTER CRACKS-MASTER BED**



**MASTER BED -DEFECTIVE PLASTER**



**BATHROOM DOOR LOCK**



**CO MONITOR-HALL-KIT DOOR**



**"GREEN" READING AT STAIN**



**"GREEN" READINGS ON STAINS**



**"GREEN" LOW READINGS ON STAINS**