

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



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

**Repairing Standard Enforcement Order: Housing (Scotland) Act 2006 section 24(2)**

**Chamber Ref: FTS/HPC/RP/17/0369**

**Title number: Subjects registered in the Land Register of Scotland under title number INV2594**

**House address: 117 Laurel Avenue, Inverness, IV3 5RS ('the House')**

**The Parties:-**

**Mr Terry Hynes residing at 117 Laurel Avenue, Inverness, IV3 5RS ('the Tenant')**

**Ms Diana McChesney residing at 21 Main Street, Mullybritt, Lisbellaw, Enniskillen, BT94 5ER ('the Landlord')**

**NOTICE TO**

**Ms Diana McChesney residing at 21 Main Street, Mullybritt, Lisbellaw, Enniskillen, BT94 5ER**

Whereas in terms of their decision dated 20<sup>th</sup> December 2017, the First-tier Tribunal for Scotland (Housing and Property Chamber) has determined that the Landlord has failed to comply with the duty imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 and in particular the Landlord has failed to ensure that:

1. 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;
2. 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;
3. Any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order;
4. The house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.

The Tribunal now requires the Landlord to carry out such work as is necessary for the purposes of ensuring that the House 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 to:-

1. Re-bed the coping stones and concrete blocks at the front gate to ensure they are securely fixed;
2. Make satisfactory improvements to the area around the gas meter to ensure that the area is no longer susceptible to flooding;
3. Repair the central heating system to ensure that it is fully functional and that the heating and hot water systems operate independently of each other;
4. Repair the upstairs toilet cistern to ensure proper operation of the cistern;
5. Fit matching worktop edging to exposed worktops in the kitchen;
6. Fit skirting boards in the kitchen;
7. Provide a chain and plug for the kitchen sink;
8. Re-instate the alcove cupboard in the kitchen, fitting a door to the cupboard;
9. Fit quadrant beading to the hallway ceiling where it is missing;
10. Fit a proper-fitting door on the electric meter cupboard;
11. Install a suitable and operational gas fire in the sitting room;
12. Repair or replace internal upstairs doors to ensure all holes are filled and all doors have functional handles and latches;
13. Install a heat alarm in the kitchen to ensure that the house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.

The Tribunal order that the works specified in this Order must be carried out and completed within a period of 8 weeks from the date of service of this Notice.

**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.**

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 Helen Forbes, solicitor, chairperson of the Tribunal at Inverness on 26<sup>th</sup> January 2018 before this witness:-

**H Forbes**

\_\_\_\_\_ chairperson

**M Forbes** witness

Mrs M Forbes, 67B Glenurquhart Road, Inverness, IV3 5PB

# Housing and Property Chamber

## First-tier Tribunal for Scotland

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

**STATEMENT OF DECISION: Housing (Scotland) Act 2006 section 24(1)**

**Chamber Ref: FTS/HPC/RP/17/0369**

**Title number: Subjects registered in the Land Register of Scotland under title number INV2594**

**House address: 117 Laurel Avenue, Inverness, IV3 5RS ('the House')**

**The Parties:-**

**Mr Terry Hynes residing at 117 Laurel Avenue, Inverness, IV3 5RS ('the Tenant')**

**Ms Diana McChesney residing at 21 Main Street, Mullybritt, Lisbellaw, Enniskillen, BT94 5ER ('the Landlord')**

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) in relation to the House, determined that the Landlord has failed to comply with the duty imposed by Section 14(1)(b) of the Act.

### **Background**

1. By application received on 28<sup>th</sup> September 2017, the Applicant applied to the First Tier Tribunal for Scotland (Housing and Property Chamber) for a determination as to whether the Landlord has failed to comply with the duties imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 ('the Act').

The Applicant stated that he considered that the Landlord had failed to comply with her duty to ensure that the House meets the repairing standard, in that the House was not wind and watertight and in all other respects reasonably fit for human habitation; the structure and exterior of the House (including drains, gutters and external pipes) are not in a reasonable state of repair and in proper working order; the installations in the House for the supply of water, gas and electricity and for sanitation, space heating and heating water were not in a reasonable state of repair and in proper working order; any fixtures, fittings and appliances provided by the landlord under the tenancy were not in a reasonable state of repair and in proper working order;

and the House does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire. In particular, he stated:-

The back door is not windproof  
 No gas or electricity safety certificates  
 Internal doors below standard  
 Smoke alarm in kitchen not working

The Applicant stated that the work required to be done was:

Safety Certificates  
 Windproofing – Smoke Alarm – Plumbing  
 Internal Doors and Decoration

As part of the Application the Applicant also listed repairs that had been notified to the Landlord as follows:

Ash trees have not been removed from the building, these will cause structural damage  
 Concrete blocks at front gage have not been secured, these are dangerous  
 Flooding at gas meter has not been rectified  
 Bare wires still above front door  
 Beading has not been fixed on hallway ceiling  
 Electric meter door has not been fixed  
 Light switches still squint  
 Woodwork in spare room has not been decorated neither has the built-in cupboard  
 Downstairs toilet sink still not fixed to wall  
 Toilet seat on downstairs still has a tendency to move around  
 The gas fire downstairs has been removed but not replaced  
 Wallpaper still not fully completed in sitting room  
 Radiator not fixed to wall properly in sitting room  
 Smoke alarm in kitchen not working  
 Built in cupboard in kitchen has been boarded up, a botched job  
 Backdoor weatherproofing is inadequate  
 Skirting boards missing from kitchen  
 Worktops still unfinished  
 Ignition on gas hob not working  
 No isolation switch for electrical oven and washing machine  
 Extractor fan hood not fixed properly  
 Internal door handles do not work  
 We still have not been provided with a plug for the kitchen sink  
 Carpet on stairs in poor condition  
 Airing cupboard wire still loose  
 Shower temperature still very difficult to control  
 Ballcock in toilet too large  
 Sticky mixer valves in heating system causes radiators to switch on when hot water is switched on and vice versa

2. The Applicant had also notified the Landlord of the defects by email dated 27<sup>th</sup> April and letter dated 13<sup>th</sup> May 2016. As part of the Application, the Applicant enclosed a tenancy agreement, a bank statement, correspondence between the parties relating to the tenancy agreement, a letter from Shelter Scotland dated 9<sup>th</sup> May 2016, and various text messages between the parties relating to repairs.
3. On 10<sup>th</sup> October 2017, a Convener of the First-tier Tribunal for Scotland (Housing and Property Chamber), with delegated powers and having considered the application, referred the application under Section 23(1) of the Act to a Tribunal.
4. The Tribunal members were Ms Helen Forbes (Legal Member) and Mr Harry MacLean (Ordinary Member).
5. On 9<sup>th</sup> November 2017, the Landlord emailed the Tribunal stating *'I would be unable to make it over for a hearing on December 20<sup>th</sup> as it's so close to Christmas and the weather is usually bad, also I have a two year old daughter to care for. Could you suggest an alternative date later on?'* The Tribunal Members did not grant the request for a postponement as it was felt that sufficient notice had been given to the Landlord to prepare for the Hearing and to make appropriate travel and childcare plans, and it was impossible to predict adverse weather at that time.
6. On 23<sup>rd</sup> November 2017, the Tribunal issued a Notice of Direction to the Landlord in the following terms:

**'The Landlord is required to present a copy of the most recent Electrical Installation Condition Report (EICR) in respect of the Property with the First-tier Tribunal for Scotland (Housing and Property Chamber), 4<sup>th</sup> Floor, 1 Atlantic Quay, 45 Robertson Street, Glasgow, G2 8JB by 14<sup>th</sup> December 2017.**

In the event that there is no existing EICR, the Landlord is required to engage a suitably qualified and registered SELECT or NICEIC electrical contractor to carry out a certificated electrical condition check (EICR) on the entire electrical installation of the property, and lodge this report as described above.'
7. On 29<sup>th</sup> November 2017, the Landlord emailed the Tribunal with written representations.
8. On 7<sup>th</sup> December 2017, the Landlord provided an Electrical Installation Condition Report dated 5<sup>th</sup> December 2017 and a photograph of an existing Gas Certificate dated 30<sup>th</sup> August 2017. The contractor that completed the EICR was not SELECT or NICEIC registered, and the Landlord was informed accordingly.
9. On 12<sup>th</sup> December 2017, the Landlord emailed the Tribunal in regard to electrical works that had been carried out to the House, attaching a copy of an electrician's invoice dated 5<sup>th</sup> December 2017.

10. On 18<sup>th</sup> December 2017, the Landlord emailed the Tribunal stating: *'I would again request please that the tribunal is delayed as I have just paid £800 for electrical works along with other jobs done and now you are saying he isn't registered? the weather here is bad and my daughter has an ear infection. please can we postpone until new year?'* The Tribunal did not grant the request for a postponement as there seemed to be no relevant connection between the electrical works and the request for postponement. Further, the weather appeared to be clement, there was no evidence given of travel being affected by bad weather, and no evidence was given to the Tribunal in regard to the health of the Landlord's daughter and arrangements for her care. The Tribunal took into account the fact that matters had been ongoing for a significant length of time and the Tribunal considered that it would be unfair to the Tenant to delay matters at this stage.
11. On 19<sup>th</sup> December 2017, the Landlord emailed the Tribunal stating: *'the electrical forms required are being redone and will be through later today, everything on the "list" that they said wasn't right has been rectified. a battery has been replaced for the smoke alarm, the door is now windproof, I sent on copy of gas certificate and electrical and electrical forms will be through later today as soon as I get them. please can you update if tribunal are aware that all issues listed are reviewed and fixed where necessary, and that I am unable to make it tomorrow.'* A further email was received on the same date stating: *'I am awaiting electrical forms being redone by a select registered company today. aside to that the copy of gas certificate has been issued, the back door is windproof, the ash trees (which are actually just young saplings) have been removed, and a new battery has been put in smoke alarm which is all it needed. i am unable to make tomorrow and have no representation available.. please advise.'* On the same date, a further email was received attaching an EICR from a SELECT registered contractor dated 18<sup>th</sup> December 2017.

### **Inspection**

12. The Tribunal attended at the House on 20<sup>th</sup> December 2017. The weather was dull, calm and dry. The House is a four-bedroom semi-detached former council house, built around 1930, and situated within a council housing estate. There is gas central heating. The windows are double-glazed and timber-framed. The Tenant was present. Mr Desmond Baker, joint tenant, was also present. The Landlord was not present. The Tribunal inspected the alleged defects and found as follows:-

#### **12.1 Exterior**

The concrete blocks at the front gate were not secured on each side and could be easily displaced. Some young ash trees growing close to the gable wall had been removed but one tree remained. The area around the gas meter was dry but the outline of an area that was prone to flooding could clearly be seen.

## **12.2 Hallway**

Some ceiling beading was missing in the downstairs hallway. The door to the electric meter cupboard was ill-fitting and did not close. The bare wires above the front door had been capped off.

## **12.3 Sitting room**

There was a small strip of wallpaper missing from the fireplace wall in the sitting room. The gas fire had been condemned and removed. It had not been replaced. There was a board covering the fireplace. The bare wires on the sitting room wall had been capped off. The radiator had been fixed to the wall.

## **12.4 Kitchen**

An isolation switch had been fitted for the electric oven. There was no requirement for an isolation switch for the washing machine as the plug was accessible. A battery had been fitted in the smoke alarm and the alarm was now in working order. There was no heat alarm. The gas hob ignition had been fixed. The extractor fan hood had been fixed, although the cover was fixed in a permanently open position; it was in working order. There was no obvious sign of a leak from the kitchen sink or tap into the cupboard below. There was no plug or chain for the sink. There were no skirting boards within the kitchen. An alcove within the kitchen, which was previously used for storage, had been blocked off and was no longer accessible. There were no finishing trims on the ends of the worktop. The worktop above the washing machine was loose. The back door had been repaired, and a draught-proofing strip applied.

## **12.5 Downstairs toilet**

The sink had been fixed to the wall and was fully operational. There was slight movement of the toilet seat.

## **12.6 Spare bedroom**

The room had been papered but there were splashes of paint on the floor. The woodwork had not been painted recently. The décor in the interior of the cupboard appeared dated and scruffy.

## **12.7 Hallway and stair**

The carpet was stained and worn. The loose wires in the airing cupboard had been fixed.

## **12.8 Bedroom 1**

There was no latch on the door. There were holes in the door.



### **12.9 Bedroom 2**

There was a Yale lock fitted to the door to enable locking, but there was no latch, so the door could not be fully closed other than by using the lock.

### **12.10 Bedroom 3**

There was no handle on the door. A Yale lock had been fitted but there was no keep for the lock. The door could not be fully closed. There was a hole in the door.

### **12.11 Bathroom**

There was a small sliding lock on the door. There was a hole in the door. The shower appeared to be in working order. When the toilet was flushed, the cistern did not re-fill.

### **12.12 Heating**

The central heating system appeared to be faulty in that the water could not be heated without the radiators coming on and vice versa.

### **12.13 Light switches**

The squint light switches had been fixed.

Photographs were taken during the inspection and are attached as a schedule to this report.

## **Discussion on the application**

13. Following the inspection the Tribunal held a hearing at the Spectrum Centre, Margaret Street, Inverness. The Tenant was present, with Mr Desmond Baker as a supporter. Ms Andrea Morgan attended at the request of the Landlord. She had not been appointed as a representative on behalf of the Landlord, therefore, Ms Morgan was present as a member of the public, and did not take part in the hearing.

### **13.1 Exterior**

The Tenant said he had reported the loose concrete blocks at the front gate to the Landlord but no action had been taken. The blocks required to be re-mortared. One ash tree remained and the Tenant was concerned that dormant buds below the ground may start to grow and cause damage in the long term. The Tenant said that during heavy rain, the area around the gas meter became flooded. The ground below was compacted and had been covered with impermeable black plastic sheeting. Some of the sheeting had been removed as it was not secure and was flapping in the wind. In cold weather, the flooding can freeze

over and this is a hazard for the occupants of the House when topping up the pre-paid meter. There had been no remedial work carried out by the Landlord to this area.

### **13.2 Hallway**

The beading had been missing in the downstairs hallway since the start of the tenancy. The door to the electric meter cupboard had been scruffy, ill-fitting and impossible to close since the start of the tenancy.

### **13.3 Sitting room**

The missing strip of wallpaper had been brought to the attention of the Landlord before the tenants moved into the House. There had been some discussion about the tenants redecorating; however, no agreement had been reached on this. Some redecorating had been carried out by a third occupant of the House who was not present at the Hearing.

At the start of the tenancy, within 2 or 3 days of using the gas fire, the carbon monoxide monitor went off. The Landlord told the tenants not to use the fire. It was then inspected and condemned. A handyman took the fire away. The Tenant said that the room is very slow to heat up – it can take 2 or 3 hours to heat. The Tenant would like to have the gas fire replaced. The radiator is now securely fixed to the wall.

### **13.4 Kitchen**

The Tenant said there is sometimes water under the sink, which leads him to suspect a leak. There has never been a plug for the sink. There have never been skirting boards within the kitchen. The alcove had been in use for storage, but it was unsightly, with bare brickwork, so the Tenant had asked the Landlord to have a door fixed. It came as a surprise to the Tenant to find that the alcove had been boarded up, and the quality of the workmanship was poor. There had never been any finishing trims on the ends of the worktop. Although the worktop above the washing machine was loose, the Tenant did not consider this a problem and had not notified the Landlord of this.

### **13.5 Spare bedroom**

The Tenant said that the décor and cupboard were unsightly. There was no structural problem within the room

### **13.6 Hallway and stair**

The Tenant said the stair carpet was stained and worn at the start of the tenancy. The tenants have tried to clean it themselves but it has not helped and it would be expensive to hire a professional cleaner. It is a condition of the tenancy agreement that the tenants are responsible for cleaning the carpet, but the state of the carpet had been pointed out to

the Landlord at an early stage. The loose wires in the airing cupboard had been fixed.

### 13.7 Upstairs doors

The Tenant said the doors had been defective since the start of the tenancy.

### 13.8 Bathroom

The Tenant said it is difficult to regulate the heat of the water in the electric shower. It had been checked by an electrician as part of the EICR report. When the toilet is flushed, the cistern is very slow to re-fill. The Tenant thought the ballcock was too large. There had been a similar problem with the downstairs toilet but that has been fixed.

### 13.9 Heating

The Tenant said the central heating system is faulty as the water cannot be heated without the radiators coming on and vice versa. The system has been looked at by several contractors, and there has been mention of faulty valves; however, no work has been undertaken to fix the problem.

## Summary of the issues

14. The issues to be determined are:

14.1 The House is not wind and watertight and in all other respects reasonably fit for human habitation; (Section 13(1)(a) of the Housing (Scotland) Act 2006).

Whether the condition of the back door results in the House not being wind and watertight and in all other respects reasonably fit for human habitation. Whether the missing wallpaper in the sitting room and the décor in the spare bedroom mean that the House is not reasonably fit for human habitation. Whether the squint light switches mean that the House is not reasonably fit for human habitation.

14.2 The structure and exterior of the House (including drains, gutters and external pipes) is not in a reasonable state of repair and in proper working order; (Section 13(1)(b) of the Housing (Scotland) Act 2006)

Whether the defective gate posts, the ash trees and the flooding at the gas meter have led to the structure and exterior of the House not being in a reasonable state of repair and in proper working order. Whether the upstairs internal doors are in a reasonable state of repair and in proper working order.

14.3 The installations in the House for the supply of water, gas and electricity and for sanitation, space heating and heating water are not in a reasonable state of repair and in proper working order. (Section 13(1)(c) of the Housing (Scotland) Act 2006)

Whether the gas cooker, electric oven and extractor fan are in a reasonable state of repair and in proper working order. Whether the radiator in the sitting room and the heating system generally is in a reasonable state of repair and in proper working order. Whether the shower, and the cistern in the upstairs bathroom, are in a reasonable state of repair and in proper working order. Whether the gas fire in the sitting room requires to be replaced. Whether the system for providing electricity is in a reasonable state of repair and in proper working order. Whether the downstairs toilet sink and the toilet seat are in a reasonable state of repair and in proper working order.

14.4 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) of the Housing (Scotland) Act 2006)

Whether the kitchen worktops, kitchen sink, alcove cupboard and skirting boards are in a reasonable state of repair. Whether the beading in the hallway and the meter cupboard door are in a reasonable state of repair and in proper working order. Whether the stair carpet is in a reasonable state of repair.

14.5 The house does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire (Section 13(1)(e) of the Housing (Scotland) Act 2006)

Whether the smoke alarm in the kitchen satisfactorily provides for detecting fires and giving warning in the event of fire or suspected fire.

### **Findings of fact**

15. (i) The tenancy between the parties commenced on 1<sup>st</sup> March 2016. The Tenant and Mr Desmond Baker are named as tenants. There is a third occupant of the House and the Tenant's two children also live there.
- (ii) The written tenancy agreement purports to be an 'Assured Short hold Tenancy Agreement'. This type of tenancy agreement does not exist in Scotland. In terms of the Housing (Scotland) Act 1988, the tenancy is a Scottish Assured Tenancy.
- (iii) The House is a four bedroomed semi-detached ex-local authority house within a local authority housing scheme.
- (iv) The Landlord is the heritable proprietor of the House which is registered under title number INV2594. The House was registered in the Land Register on 10<sup>th</sup> January 2008.

- (v) On 27<sup>th</sup> April and 13<sup>th</sup> May 2016 the Tenant notified the Landlord of concerns in relation to the state of the House. Parties also entered into communication by text message and email regarding repairs to the House.
- (vi) The back door is wind and watertight.
- (vii) The missing wallpaper in the sitting room and the décor in the spare bedroom do not render the House unfit for human habitation.
- (viii) The light switches within the House have been straightened and exposed electric wires have been capped off.
- (ix) The defective gate posts and the flooding at the gas meter have led to the structure and exterior of the House not being in a reasonable state of repair and in proper working order.
- (x) The upstairs internal doors are not in a reasonable state of repair and in proper working order.
- (xi) The gas cooker, the electric oven and the extractor fan are in a reasonable state of repair and in proper working order.
- (xii) The radiator in the sitting room is in a reasonable state of repair and in proper working order.
- (xiii) The shower is in a reasonable state of repair and in proper working order.
- (xiv) The downstairs toilet sink and the toilet seat are in a reasonable state of repair and in proper working order.
- (xv) The system for heating the House is not in a reasonable state of repair and in proper working order. A gas fire requires to be fitted in the sitting room in order to properly heat the House.
- (xvi) The kitchen worktops, kitchen sink, alcove cupboard and kitchen skirting boards are not in a reasonable state of repair.
- (xvii) The beading in the hallway and the meter cupboard door are not in a reasonable state of repair and in proper working order.
- (xviii) The stair carpet is in a reasonable state of repair.
- (xix) The House does not have satisfactory provision for detecting fires and giving warning in the event of fire or suspected fire.

16. The Tribunal determined that:

16.1 The House is wind and watertight and in all other respects reasonably fit for human habitation (Section 13(1)(a) of the Housing (Scotland) Act 2006).

The back door had suitable draught-proofing and was now wind and watertight. The décor of the sitting room was satisfactory and, although a strip of wallpaper was missing, it had been painted over and was scarcely noticeable. The light switches were no longer squint. The Tribunal observed that the Landlord may be advised to have draught-proofing applied to the front door. This was not a matter that had been notified to the Landlord, and there was no evidence at the inspection of any draughts, therefore, no order could be made in this regard. The Tribunal also observed that the Landlord would be advised to have the downstairs spare bedroom and cupboard decorated to a professional standard.

16.2 The structure and exterior of the House (including drains, gutters and external pipes) is not in a reasonable state of repair and in proper working order; (Section 13(1)(b) of the Housing (Scotland) Act 2006)

The loose gate posts are not in a reasonable state of repair and in proper working order. They are in danger of toppling and could cause significant injury. The flooding at the gas meter has led to the structure and exterior of the House not being in a reasonable state of repair and in proper working order. This is a significant health hazard for the occupants when using the gas meter, during wet or freezing weather. The upstairs internal doors are not in a reasonable state of repair and in proper working order due to the lack of proper latches and keeps, and the holes in the doors.

All but one ash tree has been removed. The remaining ash tree may eventually cause damage to the House, but it does not currently affect the state of the House.

16.3 The installations in the House for the supply of water, gas and electricity and for sanitation, space heating and heating water are not in a reasonable state of repair and in proper working order. (Section 13(1)(c) of the Housing (Scotland) Act 2006)

The central heating system is faulty as the water cannot be heated without the heaters heating up, and vice versa. The sitting room requires a gas fire in order to provide sufficient heat within the room. There was a gas fire present when the tenancy commenced. The cistern in the upstairs toilet is not operating correctly.

The gas cooker, electric oven and extractor fan are in a reasonable state of repair and in proper working order. The radiator in the sitting room is in a reasonable state of repair and in proper working order. The shower is in a reasonable state of repair and in proper working order. The Tribunal accepted the evidence that the temperature of water in the shower was difficult to regulate but it was not considered unusual for a shower of that age. The Tribunal observed that the Landlord may be advised to install a new electric shower. The downstairs toilet sink and the toilet seat are in a reasonable state of repair and in proper working

order. The Tribunal considered that the movement evident in the toilet seat was minimal.

16.4 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 (Section 13(1)(d) of the Housing (Scotland) Act 2006)

The kitchen fittings are not in a reasonable state of repair or in proper working order. This is due to the missing trimmings on the kitchen worktops, the lack of skirting boards in the kitchen, the boarded-up cupboard, and the lack of kitchen sink chain and plug. The Tenant had the benefit of the alcove cupboard at the start of the tenancy and no longer has that benefit.

The beading in the hallway and the meter cupboard door are not in a reasonable state of repair and in proper working order.

The Tribunal observed that, although the stair carpet is stained and worn, it was in that condition at the start of the Tenancy. The Tribunal observed that the Landlord may be advised to have the stair carpet professionally cleaned or replaced. The Tribunal found no evidence of a leak at the kitchen sink.

16.5 The house does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire (Section 13(1)(e) of the Housing (Scotland) Act 2006)

The smoke alarm in the kitchen was in proper working order; however there was no heat alarm.

### **Decision**

17. The Tribunal accordingly determined that the Landlord has failed to comply with the duties imposed by Section 14(1)(b), of the Act, as stated. The Tribunal proceeded to make a Repairing Standard Enforcement Order as required by section 24(1).

18. The decision of the Tribunal was unanimous.

### **Right of Appeal**

19. 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.

Where such an appeal is made, the effect of the decision and the order is suspended until the appeal is abandoned or finally determined, and where the appeal is abandoned or finally determined by confirming the decision, the decisions and the order will be treated as having effect from the day on which the appeal is abandoned or so determined.

Signed **H Forbes**

Legal Member and Chairperson

Date: 20<sup>th</sup> December 2017



Inverness 26th January 2018



Front Elevation – 117 Laurel Avenue, Inverness



Loose concrete coping stones to front gates



Flooding area around gas meter

This is the  
schedule of  
photographs referred  
to in the foregoing  
Statement of  
Decision dated  
20th December

2017

**H Forbes**

Legal Member  
and  
Chairperson



**Ex-alcove cupboard to kitchen – reinstate**



**Ceiling – missing quadrant beading around perimeter**



**Electric meter cupboard – ill-fitting door**



Central heating radiator



First floor WC and Cistern



Kitchen worktops – exposed bare timber –  
missing iron-on edging strips



Kitchen – no skirtings in room



Kitchen sink – no plug and chain



**Position where gas fire has been removed**



**Holes where door latch should be**



**Missing keep – door insecure**