

Housing and Property Chamber

First-tier Tribunal for Scotland



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

Statement of Decision under Section 24(1) of the Housing (Scotland) Act 2006

Reference number: FTS/HPC/RP/19/3640

Re: Property at 210 Curtis Avenue, Glasgow, G44 4NR (“the Property”)

The Parties:

Mr Muhammad Baig, 33 Nethervale Avenue, Glasgow, G44 3XP (“the Landlord”)

Tribunal Members:

Graham Harding- Legal Member

Lori Charles- Ordinary Member

Decision

1. The First-tier Tribunal for Scotland (Housing and Property Chamber) (‘the Tribunal’) having made such enquiries as are fit for the purposes of determining whether the Respondent has complied with the duty imposed by section 24(1)(b) of the Housing Scotland Act 2006 (hereinafter “the 2006 Act”) in relation to the Property, and taking account of the written documentation included with the Application and the parties' written and oral representations, determined that the Respondent has failed to comply with the duty imposed by section 14(1)(b) of the 2006 Act
2. The Tribunal proceeded to make a Repairing Standard Enforcement Order as required by section 24(2) of the 2006 Act.
3. The decision of the Tribunal is unanimous.

Background

4. An application dated 12 November 2019 was made to the Tribunal by the former Tenant’s representatives, Torglen Law and Money Advice Centre, Glasgow. The former tenant Miss Ann Jeffrey complained that the property did not meet the repairing standard in that the property did not meet the

requirements set out in Section 13 (1) of the 2006 Act. Specifically, the Tenant complained that there was:

- No carbon monoxide detector;
 - No smoke alarm;
 - No air vents in the windows;
 - The gutters were leaking above the bedroom and living room window;
 - There were two missing slates on the roof;
 - There was water penetration in the back bedroom and hall;
 - The radiators did not work;
 - There was no hot water;
 - There was dampness throughout the property;
 - The Landlord had refused to replace a broken electric cooker and this had been replaced by the Tenant;
 - No electrical testing had been done.
5. By Minute of Acceptance dated 27 November 2019 a legal member of the Tribunal with delegated powers accepted the application and an inspection and hearing was arranged to take place on 16 January 2020.
 6. By letter dated 17 December 2019 the tenant's representatives advised the Tribunal that the tenant had moved out of the property. Given the nature of the complaints in the application the Tribunal issued a Minute of Continuation dated 7 January 20
 7. The Inspection and hearing arranged for 16 January did not take place as the Tribunal was not given access to the property and the Landlord did not attend the hearing. A further inspection and hearing was arranged to take place on 3 April 2020 but was cancelled due to the Covid-19 pandemic.
 8. A Case Management Discussion ("CMD") was held by teleconference on 22 January 2021. The Landlord did not attend nor was he represented. The CMD was continued.
 9. The Tribunal issued a Direction to the Landlord dated 22 January 2021 requiring him to provide information and documentation including an Electrical Installation Condition Report by not later than 22 February 2021. The Landlord provided his response by email dated 22 February 2021.
 10. An inspection of the property was postponed on a number of occasions due to Covid restrictions but finally took place on 4 October 2021. The Landlord was present at the inspection. The surveyor member of the Tribunal prepared a Pre-hearing Summary and Schedule of Photographs which was issued to the Landlord in advance of the hearing.

The Hearing

11. A hearing was held by teleconference on 11 October 2021. The Landlord attended in person.

12. The Tribunal referred the Landlord to the former tenants written complaint and the specific items that she had complained about. The Landlord confirmed that there was no gas supply at the property and no open fires and therefore no need for a carbon monoxide detector.
13. The Tribunal noted that during the inspection the hard-wired smoke and heat detectors had been tested and were in working order. It was also noted these had been replaced following the tenant's removal.
14. The Landlord confirmed that other than the kitchen and bathroom windows all the windows were fitted with trickle vents. He said it was his intention to replace the kitchen and bathroom windows when he completed their refurbishment in the near future. He explained he had only delayed completing the works as he had wanted to show the Tribunal the condition the tenant had left the property in. He confirmed it was his intention to retain the kitchen unit carcasses but provide new doors and splashbacks and new flooring. He also indicated it was his current intention to sell the property rather than to re-let it.
15. The Tribunal noted that the gutters at the property had been replaced. The Tribunal pointed out that there was a leak from the end cap at the front left of the property that required attention.
16. The Tribunal noted that the missing slates in the roof had been replaced.
17. The Tribunal confirmed with the Landlord that no high damp meter readings had been obtained anywhere in the property during the inspection and there was no indication of water penetration. The Landlord submitted that any issues with mould referred to by the former tenant had been caused through her lifestyle by lack of ventilation and not opening windows.
18. The Tribunal noted that at the inspection all the panel heaters at the property had been in working order and that there was also hot water. The Landlord said that this had always been the case and that nothing had been replaced.
19. The Tribunal confirmed that it had received the Electrical Installation Condition Report and that it was in order. The Landlord confirmed that there were no portable electric appliances in the property that would require to be tested.
20. The Landlord explained that his contractor employed to complete the refurbishment of the property was currently off work due to his wife being in hospital with Covid but he hoped he would be back in the next few weeks. If not, he intended to instruct another contractor to complete the works.

Findings in Fact

21. The Landlord and his wife Bushra Baig are the joint owners of the property.
22. Following the former tenant Ann Jeffrey removing from the property the Landlord has carried out substantial renovations at the property.

23. The Landlord intends to complete the refurbishment of the kitchen and bathroom at the property.
24. The property has functioning hard-wired smoke and heat detectors.
25. The guttering at the property has been replaced.
26. The missing slates at the property have been replaced.
27. The end cap at the front left of the property is leaking.
28. There are no signs of water ingress or damp at the property.
29. The panel heaters at the property are all in working order.
30. The hot water supply at the property is in working order.
31. There is no trickle vent in the kitchen window.
32. There is inadequate ventilation in the bathroom.
33. The electrical installations appear to be in good order.

Reasons for Decision

34. It was apparent to the Tribunal that the Landlord had carried out substantial refurbishment at the property. The Tribunal was unable to conclude whether or not the property had suffered from any water ingress or damp issues previously but it was satisfied that there was nothing to indicate that the property had any such issues currently.
35. The Tribunal was also satisfied that it was not necessary for the Landlord to provide a carbon monoxide detector as there was no gas supply at the property and no open fires. The Tribunal was also satisfied that the smoke and heat detectors at the property were in proper working order.
36. The Landlord had apparently delayed completion of the refurbishment of the property as he had wanted to show the Tribunal the condition the former tenant had left the property in as he had wondered if the Tribunal could award him compensation. The Tribunal had to explain that was not its purpose. It was perhaps unfortunate that the Landlord had not completed the refurbishment prior to the inspection and hearing as that could have avoided the need for imposing an RSEO.
37. The only issues that remained outstanding in terms of the application and that prevented the property from meeting the repairing standard were in respect of the ventilation in the kitchen and bathroom and the leaking end cap on the gutter at the front left of the property. Although it was apparent that the kitchen and bathroom were in need of refurbishment, other than with regards to

ventilation in these rooms other aspects did not form part of the application and are therefore outwith the Tribunal's jurisdiction on this occasion. However, the Tribunal was pleased to note that it was the Landlord's intention to complete the refurbishment of these rooms and it clearly makes sense to do so if it is his intention to sell the property.

38. The Tribunal did consider that the ventilation in the kitchen and bathroom was inadequate at present. The Tribunal noted that it was the Landlord's intention to replace the windows in both rooms with double glazed units fitted with trickle vents. The Tribunal considered it important that both windows be capable of opening to provide adequate air flow to prevent condensation. The Landlord could also give consideration to installing a mechanical means of ventilation if he wished.
39. Finally, the Tribunal noted that although the gutters had been replaced at the property there was a leak at the end cap at the front left of the property that required to be fixed.
40. Having taken everything into account the Tribunal was satisfied that the Landlord had failed to meet the requirements of Section 13 (1)(b) and (d) of the 2006 act and therefore the property does not meet the repairing standard.

Repairing Standard Enforcement Order (RSEO)

41. Because the Tribunal determined that the Landlord has failed to comply with the duty imposed by Section 14(1)(b) of the 2006 Act in respect of the items listed, it must require the Respondent to carry out the works necessary for meeting the repairing standard and has therefore made a Repairing Standard Enforcement Order ("RSEO") in terms of Section 24(2) of the 2006 Act.
42. Having decided to make a RSEO, the Tribunal considered the length of time which should be provided for compliance. The Tribunal elected to impose a period of twelve weeks having regard to the likely length of time to instruct and carry out the required works.

A landlord, tenant or third party applicant aggrieved by the decision of the tribunal may seek permission to appeal from the First-tier Tribunal on a point of law only 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.

G Harding

Graham Harding

Legal Member

12 November 2021 Date