

Housing and Property Chamber First-tier Tribunal for Scotland



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

**Variation of Repairing Standard Enforcement Order
Housing (Scotland) Act 2006 Section 25**

Chamber Ref: FTS/HPC/RP/17/0540

Title no: GLA 15170

3/3 60 Kent Road, Glasgow, G3 7EF (“The Property”)

The Parties: -

Zhengdao Wellington Lee, formerly residing at 3/3 60 Kent Road, Glasgow, G3 7EF (“the former Tenant”)

Razia Rashid, 10 Chelmsford Drive, Glasgow, G12 0NA; Razia Rashid, Countrywide lettings, 2nd Floor, 26 Springfield Court, Glasgow, G1 3DQ (“the Landlord”)

The First-tier Tribunal for Scotland (Housing and Property Chamber) (‘the Tribunal’) having determined on 18 June 2018 that the **Repairing Standard Enforcement Order (RSEO)** relative to the property dated 27 March 2018 should be varied, the said **RSEO is hereby varied** with effect from the date of service of this Notice in the following respects: -

1. The period allowed for the completion of the work required by the Order is extended until 30 July 2018

Subsection 25(3) of the Housing (Scotland) Act 2006 does not apply in this case.

A landlord, tenant or third party applicant aggrieved by the decision of the tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.

In terms of Section 63 of the Act, where such an appeal is made, the effect of the decision and of any order is suspended until the appeal is abandoned or finally determined by the Upper Tribunal, and where the appeal is abandoned or finally

determined by upholding the decision, the decision and any order will be treated as having effect from the day on which the appeal is abandoned or so determined.

In witness whereof these presents typewritten on this and the preceding page are executed by Josephine Bonnar, Solicitor, Legal Member of the Tribunal at Motherwell on 18 June 2018 before this witness:-

G Bonnar

Witness

J Bonnar

Legal Member

Gerard Bonnar

Name in full

1 Carlton Place
Glasgow

Address

Housing and Property Chamber First-tier Tribunal for Scotland



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

Statement of Decision: Section 25(1) Housing (Scotland) Act 2006 (“the Act”)

Chamber Ref: FTS/HPC/RP/17/0540

Title no: GLA 15170

3/3 60 Kent Road, Glasgow, G3 7EF (“The Property”)

The Parties: -

Dr Zhengdao Wellington Lee, formerly residing at 3/3 60 Kent Road, Glasgow, G3 7EF (“the former Tenant”)

Razia Rashid, 10 Chelmsford Drive, Glasgow, G12 0NA; Razia Rashid, Countrywide Lettings, 2nd Floor, 26 Springfield Court, Glasgow, G1 3DQ (“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 Repairing Standard Enforcement Order (RSEO) relative to the property dated 27 March 2018 should be varied in terms of Section 25(1) of the Act, determined that the RSEO should be varied.

The Tribunal comprised: -

Mrs Josephine Bonnar, Legal Member

Mr Nick Allan, Ordinary Member

Background

1. By application received on 27 December 2017 the Tenant applied to the First-tier Tribunal for Scotland (Housing and Property Chamber) for a determination of whether the Landlord had failed to comply with the duties imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 (“the Act”).
2. The Application stated that the Tenant considered that the Landlord had failed to comply with his duty to ensure that the house meets the repairing standard. The Tenant stated that the Landlord had failed to ensure that (i) The house is wind and watertight and in all other respects reasonably fit for human habitation, (ii) Any fixtures, fittings and appliances supplied by the Landlord under the tenancy are in a reasonable state of repair and in proper working order, and (iii) Any furnishings provided by the Landlord under the tenancy are capable of being used safely for the purpose for which they are designed. Specifically, the Tenant stated that when he moved into the property the bedroom was bare, smelly and dirty, that he had no useable bed or mattress, that the table, wardrobe and curtains in the bedroom require to be replaced, that there is a cracked window pane in the kitchen, that the microwave needed to be replaced, that there is an exposed nail in the wardrobe in the second bedroom, a broken window blind in the bathroom, damaged hallway carpet and chairs, damaged dining room table and chairs, that the windows in the property required to be serviced and that the bedroom window in particular is defective and that he has not been provided with an electrical safety certificate.
3. The First-tier Tribunal for Scotland served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon both the Landlord and the Tenant on 16 February 2017. The parties were notified that an inspection and hearing would take place on 13 March 2018.
4. The Tribunal inspected the property on the morning of 13 March 2018. The Tenant was present. The letting agent, Paula Neeson of Countrywide Lettings attended on behalf of the Landlord. Following the inspection of the property the Tribunal held a hearing at Teacher’s Building, 14 St Enoch Square, Glasgow. The Tenant and the letting agent, Paula Neeson attended and gave evidence. Ms Neeson advised that the Landlord was unable to attend.

5. Following the inspection and hearing the tribunal proceeded to issue a decision and a RSEO. In terms of the RSEO the Landlord is required: - (i) To instruct a suitably qualified window contractor to repair the windows throughout the property to ensure that they exclude draughts, are in a reasonable state of repair and proper working order, or to replace the windows, (ii) To repair and re-instate the study table and set of drawers in the main bedroom or replace them with a new study table and set of drawers, (iii) To replace the microwave in the kitchen with a new microwave. (iv) To repair the blind in the bathroom so that it is in full working order, or replace it with a new blind, and (v) To repair the dining table and chairs in the living room or replace them with a new dining table and chairs. The RSEO stipulated that the work was to be completed within six weeks of service of the RSEO on the Landlord.
6. On the 2 May 2018 the Landlord submitted a request for an extension of time to complete the work. She advised that she was arranging for the work to be carried out but that complications had arisen. She had established that the windows would probably have to be replaced but, as the building is listed, the replacement windows would have to comply with restrictions imposed by the local authority and might require planning consent. She further advised that the replacement windows would not be completed by the deadline stipulated in the RSEO. On 8 May 2018 the Landlord confirmed that the property is currently unoccupied, the tenant having vacated on 1 April 2018. On 30 May 2018 the Landlord asked for the re-inspection of the property arranged for 5 June 2018 to be postponed and asked for the RSEO be varied to allow a further 8 weeks for completion of the work.

Reason for decision

7. The Tribunal considered the Landlord's request for further time to carry out the work required in terms of the RSEO.
8. The Tribunal noted that the property is currently unoccupied. The Tribunal also noted that the repair to, or replacement of, the windows is a major repair and appears to be complicated by the type of property involved and possible planning restrictions. In the circumstances the Tribunal concluded that a variation of the RSEO should be granted and that further time should be allowed for completion of the work.

Decision

9. The Tribunal determined that further time should be allowed for the work to be carried out and that the RSEO should be varied by extending the time for completion of the work until 30 July 2018
10. The decision of the Tribunal is unanimous

Right of Appeal.

A Landlord, Tenant or Third-party applicant aggrieved by the decision of the Tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.

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.

J Bonnar

Signed.  18 June 2018

Josephine Bonnar, Legal Member