

# Housing and Property Chamber First-tier Tribunal for Scotland



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

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

**Chamber Ref: FTS/HPC/RT/17/0153**

**Flat 3/2, 221 Allison Street, Govanhill, Glasgow, G42 8RU  
("The Property")**

**The Parties:-**

**Mrs. Anne Moran, Glasgow City Council, Development and Regeneration Services, Exchange House, 231 George Street, Glasgow, G1 1RX  
("the Third Party")**

**Mr. Iazar Daniel and Mrs. Turtulea Nicoleta, formerly residing at the property  
("the Tenants")**

**Miss Naila Hanif, 340 Albert Drive, Glasgow, G41 5HH  
("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) in relation to the house concerned, and taking account of the representations submitted by the Landlord's brother at the inspection, determined that the Landlord had failed to comply with the duty imposed by Section 14 (1)(b) of the Act.**

**The tribunal consisted of:-**

<b>Patricia Anne Pryce</b>	<b>-</b>	<b>Legal Chairing Member</b>
<b>Andrew Taylor</b>	<b>-</b>	<b>Ordinary Member (Surveyor)</b>

**Background**

1. By application comprising documents received between 21 and 28 April 2017, the Third Party applied to the First-tier Tribunal (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 by the Third Party stated that the Third Party considered that the Landlord had failed to comply with her duty to ensure that the house meets the repairing standard and that the said failure was established as follows: -
  - (a) "An appropriate hard-wired fire/smoke detection system.
  - (b) Bedroom 1<sup>st</sup> left – replace damaged electrical socket and damage door.
  - (c) Lounge – replace damaged electrical socket, replace door, repair/replace floor covering.
  - (d) Bedroom 2<sup>nd</sup> left – repair/replace ripped floor covering, replace door.
  - (e) Bathroom – repair/replace mixer tap on wash hand basin, replace door handle, relocate heater to a suitable position and place cable in plastic conduit.
  - (f) Kitchen – repair/replace missing panels and replace door handles."

The Third Party considered that the Landlord is in breach of her duty under the Housing (Scotland) Act 2006 in relation to the repairing standard and in particular the Landlord has failed to ensure:-

- (i) 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.
  - (ii) Any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order.
  - (iii) Any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they were designed.
  - (iv) The house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.
3. By Minute dated 2 May 2017 the Convener of the tribunal, with delegated powers under Section 96 of the Housing (Scotland) Act 2014 and Section 21(8A) of the Act, intimated a decision to refer the application under Section 23(1) of the Act to a tribunal.
  4. The tribunal served a Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon the Landlord and the Third Party advising that the inspection and hearing would take place on 16 June 2017 and 10 am and 1 pm respectively. No submissions were received from the Landlord and the Third Party confirmed that she did not wish to attend the hearing.

## The Inspection

5. An inspection and hearing were arranged for 16 June 2017 at 10 am and 1 pm respectively. The tribunal attended at the property. The Landlord's brother, Mr. Shahid Hanif, provided access to the property. He advised that the Landlord could not attend the inspection or hearing as she was heavily pregnant and not feeling very well. Mr. Hanif confirmed that the Tenants had moved out of the property and that it was now vacant. Mr. Hanif confirmed that he would not be able to attend the hearing as he required to work. Mr. Hanif advised that he had instructed an electrician to install further smoke alarms and a heat detection device. He phoned the electrician during the inspection and he advised the tribunal that the electrician had apparently installed these alarms in the wrong property, namely, the property located on the same landing. The tribunal noted the following at inspection:-

- There was a single smoke alarm located in the hallway. There were no other smoke or heat detection devices located in the property.
- The door of bedroom one, which is located to the rear of the property, was damaged and covered in holes. There was no latch or catch on this door and the door could not be kept closed. There was an electrical socket in this room which felt loose when touched.
- The door of the living room operated normally and could open and close. The flooring in the living room was loose and dangerous constituting a trip hazard.
- The door of bedroom two to the front of the property operated normally and could open and close. The floor covering in this room was ripped, loose and dangerous and constituted a trip hazard.
- In the bathroom, the mixer tap in the wash hand basin operated normally. The heater had been removed along with the cable but the remaining electrical spur point had visible cut wires. The door handle functioned normally.
- There were no missing panels in the kitchen. There was no heat detection device in the kitchen. There was a loose electrical plug and cable located on the work surface. There was no latch or catch mechanism on the kitchen door and the kitchen door could not remain closed.
- Although not part of the present application, the work surface in the kitchen was cracked and in a poor state of repair.

The schedule of photographs taken by the ordinary member of the tribunal at the inspection is attached to this decision.

## **The Hearing**

6. No one attended at the hearing.

## **Summary of the issues**

7. The issue to be determined is whether the repairing standard has been met in light of what the tribunal viewed at the inspection.

## **Findings of fact**

8. The tribunal finds the following facts to be established: -
  - The Tenants entered into a tenancy with the Landlord which was a short-assured tenancy.
  - The Tenants had moved out of the property.
  - The property was vacant at the time of the inspection.
  - The property is a traditional tenement flat located on the third and top floor of a blond sand stone tenement comprising a lounge, kitchen, two bedrooms and a bathroom.
  - There is only one smoke detection device located within the property. It is not clear if this is battery operated or hard-wired.
  - The doors located in bedroom one and the kitchen do not function properly and cannot remain closed.
  - There is an electrical spur socket located in the bathroom which has visible cut wires.
  - The Landlord did not provide the tribunal with an Electrical Installation Condition Report ("EICR").
  - The floor coverings located bedroom two and the living room were unsecured, loose and constituted a trip hazard.

## **Reasons for the decision**

9. The tribunal noted that in terms of the present application the Third Party had first notified the Landlord of the outstanding repairs in November 2016, over seven months ago. Despite this, the property did not even have sufficient smoke and heat detection devices.

Given all of the circumstances, the tribunal is satisfied that: 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 as there is a potentially dangerous electrical spur socket in the bathroom, loose electrical cabling in the kitchen and a loose socket in bedroom one; 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 as the doors located in bedroom one and the kitchen cannot remain closed and have no closing mechanism; any furnishings provided by the landlord under the tenancy are not capable of being used safely for the purpose for which they are designed as there are loose floor coverings located in bedroom two and the living room; the house does not have satisfactory provision for detecting fires and for giving warning in the

event of fire or suspected fire as there is only one smoke detection device located in the hallway.

### **Decision**

10. The tribunal accordingly determined that the Landlord had not complied with the duty imposed by Section 14 (1)(b) of the Act.
11. The tribunal proceeded to make a Repairing Standard Enforcement Order as required by section 24(1).
12. The decision of the tribunal was unanimous.

### **Right of Appeal**

13. 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

Signed

**P Pryce**

Date 17 June 2017

Legal Charing Member

# 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/RT/17/0153**

**Title no: GLA25411**

**Flat 3/2, 221 Allison Street, Govanhill, Glasgow, G42 8RU  
("The Property")**

**The Parties:-**

**Mrs. Anne Moran, Glasgow City Council, Development and Regeneration  
Services, Exchange House, 231 George Street, Glasgow, G1 1RX  
("the Third Party")**

**Mr. Iazar Daniel and Mrs. Turtulea Nicoleta, formerly residing at the property  
("the Tenants")**

**Miss Naila Hanif, 340 Albert Drive, Glasgow, G41 5HH  
("the Landlord")**

Whereas in terms of their decision dated 17 June 2017, 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:-

- (i) 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.
- (ii) Any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order.
- (iii) Any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they were designed.
- (iv) 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 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:-

- (a) To replace the non-functioning and damaged door located in bedroom one to ensure that it is in a reasonable state of repair and in proper working order.
- (b) To repair or replace the non-functioning kitchen door to ensure that it is in a reasonable state of repair and in proper working order.
- (c) To produce a complete Electrical Installation Condition Report ("EICR") by a suitably qualified and SELECT or NICEIC registered electrician and to carry out all works which are identified by that report as being Category C1 and C2. Thereafter, to produce written confirmation from the said electrician confirming that all C1 and C2 works have been carried out.
- (d) To repair or replace the loose floor coverings located in the living room and in bedroom two.
- (e) To install fire detection and alarm equipment in accordance with the British Standard on the design of fire detection installations for dwellings (BS5389 Part 6) in conjunction with the Scottish Government's Technical Handbook 2013 Domestic under Section 2 – Fire, sub-section 2.11 Communication.

The tribunal orders that the works specified in this Order must be carried out and completed within the period of 21 days from the date of service of this Notice.

**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.

**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 type written on this and the preceding page are executed by Patricia Anne Pryce, solicitor, Atlantic Quay, Glasgow, chairing member of the tribunal at Glasgow on 17 June 2017 before this witness:-

**N Pryce** \_\_\_\_\_ witness  
NICHOLAS PRYCE \_\_\_\_\_ name in full  
55 BLYTHSWOOD ST \_\_\_\_\_ Address  
GLASGOW \_\_\_\_\_

**P Pryce**  
Chairing Member 