



Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) in terms of Section 24(1) of the Housing (Scotland) Act 2006

Reference number: FTS/HPC/RP/23/3455

Re: Property at 26 Rosewood Avenue, Bellshill ML4 1NR (registered under title number LAN11008) (“Property”)

The Parties:

Kirsteen Maitland, 26 Rosewood Avenue, Bellshill ML4 1NR (“Tenant”)

Coatbridge CAB, Unit 10 Fountain business Centre, Ellis Street, Coatbridge ML5 3AA (“Tenant’s Representative”)

Mohsin Haq, 1 Marquis Gate, Glasgow G71 7HY (“Landlord”)

Tribunal Members :

Joan Devine (Legal Member); Nick Allan (Ordinary Member)

DECISION

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") in relation to the Property in respect that the Property does not meet the Repairing Standard in respect of Section 13(1)(a), (b), (c), (d) and (h) of the Act. The Tribunal therefore issues a repairing standard enforcement order. The Tribunal's decision is unanimous.

Background

1. By application dated 26 September 2023, the Tenant applied to the Tribunal for a determination that the Landlord had failed to comply with their duties under Section 14(1) of the Act.
2. In the application, the Tenant stated that she believed that the Landlord had failed to comply with their duty to ensure that the property met the repairing standard as set out in Sections 13(1) (a), (b), (d), (e) and (h) of the Act. The Application stated that the Landlord had failed to ensure that:
 - The Property is wind and watertight and in all other respects reasonably fit for human habitation.

- The structure and exterior of the Property (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order.
 - Any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order.
 - Any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed.
 - The Property met the tolerable standard.
3. The Tenant made the following complaints in the application and in the notification communications to the Landlord :
- House not fully watertight
 - Huge crack on bathroom skylight window which allows water ingress when it rains
 - Mould in bathroom as no ventilation
 - Leak in back bedroom from window. When it rains water pours from the PVC above the window
 - Exposed wires on double socket in kitchen
 - 4 holes in kitchen ceiling with visible wires
 - Dangerous socket under sink
 - Front door will not stay closed
 - No brushes in letterbox
 - No fire door in kitchen
 - Flat roof on garage has pools of water which enters the garage when it rains
 - Roof seal on garage is coming away
 - Garage roof is sinking due to weight of water
4. The Application was referred to the Tribunal and an inspection and Hearing were fixed for 6 February 2024.

The Inspection

5. The Tribunal inspected the Property on the morning of 6 February 2024. The weather conditions at the time of the inspection were clear and dry. The Tenant was present at the Property during the inspection. The Property is a terraced 2 storey house with 3 bedrooms, bathroom, kitchen and living room. A schedule of photographs taken at the inspection is provided with this Decision.

The Hearing

6. The Hearing took place on 6 February 2024 at Glasgow Tribunals Centre. The Tenant was in attendance along with Jim Melvin from the Tenant's Representative. The Tenant told the Tribunal that she had lived in the Property since August 2000. She said the house, but not the garage, was re-rendered in August 2019.

7. The Tribunal considered the issues raised in the Application on a room by room basis. As regards the bathroom, the Tenant said that the skylight had been cracked and leaking for about 10 years. She said she reported the issue to the Landlord before 2018. She said that around 3 years ago a glazier attended the Property, removed the skylight, taped the crack and refitted the glass. She said she had never had a pole that would allow her to open the skylight for ventilation. She said the mould had been present for many years. The Tribunal noted that the readings taken in the bathroom indicated very poor air quality. The Tribunal also noted that the flooring had been damaged by water ingress.
8. As regards the back bedrooms the Tribunal noted that the damp meter readings did not indicate damp being present. The sealant around the windows looked secure and externally there was no staining on the render.
9. As regards the ground floor hall the Tribunal had noted an old socket beside the front door which appeared to be a switch with the front plate detached. The Tribunal had also noted a redundant and broken light fitting under the stairs. The Tenant told the Tribunal that a new consumer unit had been fitted when the new smoke alarms were installed, perhaps in 2021. The Tribunal noted that the door was not properly fitted to the cupboard housing the consumer unit. In response to a question from the Tribunal the Tenant said she had never been given an EICR or gas safety certificate. She said that the electrical installations in the Property had not been inspected. She said the wiring in the Property had not been touched since she had occupied the Property. The Tribunal opened and closed the front door and noted that the deadlock closing mechanism did not work. The Tenant said that had been the case for many years. The Tribunal noted that there were no draught-proofing measures in the letter box and that a significant draft came into the Property because of that.
10. As regards the kitchen the Tribunal noted 4 large round holes in the ceiling with exposed wiring and 6 smaller holes. The Tenant said that the spotlights in the kitchen had stopped working. She said the electrical problem was confined to the spotlights and the other electrics in the kitchen continued to work. She said this happened before the consumer unit was replaced. She said that the Landlord had a handyman attend who removed the spotlights and put up a strip light. She said he made the smaller holes in the ceiling to install the strip light. The Tribunal noted the exposed wiring & missing tile behind the microwave. The Tenant said it had been like that since she moved into the Property. The Tribunal noted the socket on the opposite side of the kitchen which had a rogue wire protruding. The Tenant said it had been like that since she moved into the Property. The Tribunal noted that the socket under the sink was inappropriately attached to a piece of thin plywood. The Tenant said it had been like that since she moved into the Property. The Tenant told the Tribunal that representatives from the Fire Brigade attended the Property to fit smoke alarms some time ago. She said they had been concerned about the 3 sockets in the kitchen and the 1 in the hall beside the door. She said they also advised her that the clear plastic-panelled door between the hall and the kitchen was an inappropriate alternative to one with suitable glazing as it would not provide any protection against fire. The

Tenant said that the door did not close properly. The Tribunal noted that it had not been possible to open the back door. The lock did not appear to function.

11. As regards the garage the Tribunal had observed significant pools of water on the roof of the garage and noted that the roof structure had collapsed. The rough cast had failed/was failing in places and brick work was exposed. The garage door was rusted. The Tenant said she had not been able to use the garage for about 15 years.

The Evidence

12. The evidence before the Tribunal consisted of:
 - 12.1 The Application completed by the Tenant
 - 12.2 Land Register report relating to the Property
 - 12.3 Screenshots of messages between the Tenant and the Landlord notifying them of the issues complained about in the Application
 - 12.4 Photographs of the interior of the Property

 - 12.5 The Tribunal's inspection of the Property
 - 12.6 The oral representations of the Tenant and the Tenant's Representative.

Summary of the Issues

13. The issue to be determined was whether the Property meets the repairing standard as set out in Section 13 of the Act and whether the Landlord had complied with the duty imposed on him by Section 14(1)(b).

Findings in Fact

14. Tribunal made the following findings in fact:
 - 14.1 The Tenant has lived in the Property since August 2000.
 - 14.2 The tenancy is a tenancy of a house let for human habitation, which does not fall within the exceptions set out in Section 12(1) of the Act. The provisions set out in Chapter 4 of the Act therefore apply.
 - 14.3 The Tribunal in its inspection carefully checked the items which were the subject of the application. Inside the Property the Tribunal observed the following:
 - 14.3.1 Mould in the bathroom
 - 14.3.2 Cracked skylight in the bathroom

- 14.3.3 Lack of ventilation in the bathroom
- 14.3.4 Broken switch in the ground floor hall beside front door
- 14.3.5 Redundant light fitting on wall under stairs in ground floor hall
- 14.3.6 Inoperative 4 prong closing mechanism in front door
- 14.3.7 Inoperative lock on back door. Door could not be opened
- 14.3.8 A number of holes in kitchen ceiling with exposed wiring
- 14.3.9 Exposed socket in kitchen behind microwave
- 14.3.10 Socket under the sink in the kitchen attached to chipboard
- 14.3.11 Socket on left hand wall in kitchen with spare wire protruding
- 14.3.12 Plastic panel in door from kitchen to hall
- 14.3.13 Pools of water on garage roof
- 14.3.14 Collapsed roof structure in garage

Reasons for Decision

15. Following its inspection and the hearing, the Tribunal determined that the Property does not meet the repairing standard as required by Section 13(1) (a), (b), (c) and (d) of the Act nor does it meet the tolerable standard as required by Section 13(1)(h) of the Act.
16. The Property is not wind and watertight. There is mould in the bathroom and evidence of water ingress from the cracked skylight. There is a significant draft through the letterbox. The roof structure of the garage has collapsed.
17. The structure of the Property is not in a reasonable state of repair as the garage roof structure has collapsed.
18. The installations in the house for the supply of electricity are not in a reasonable state of repair as there is a broken light switch and a redundant light fitting in the hall; there is exposed wiring in the kitchen ceiling; there is an exposed socket in the kitchen; there is a socket under the sink in the kitchen attached to chipboard and there is a socket in the kitchen with a spare wire protruding.
19. The fixtures and fittings in the Property are not in a reasonable state of repair as the deadlock locking mechanism in the front door is inoperative and the back door cannot be opened.

20. The Property does not meet the tolerable standard in that the Tenant does not have satisfactory access to all external doors and outbuildings; the supply of electricity does not comply with the relevant requirements in relation to the electrical installations for the purposes of that supply and the bathroom does not have provision for ventilation.

Observations by the Tribunal

21. The Tribunal observed that the wall in the front garden was partially collapsed and should be made safe. The Tribunal also observed that the door of the cupboard housing the consumer unit was not properly attached and should be secured.

Decision

14. The Tribunal determined that the Landlord has failed to comply with the duty imposed by Section 14(1)(b) of the Act, and in particular that the Landlord has failed to ensure that the Property meets the repairing standard in respect of Section 13(1)(a), (b), (c), (d) and (h) of the Act.
15. The Tribunal therefore makes a repairing standard enforcement order as required by Section 24(2) of the Act.

Right of Appeal

In terms of Section 46 of the Tribunal (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.

**J Devine
Legal Member
12 February 2024**