

# 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 60**

**Chamber Reference: PRHP/RP/16/0058**

**Title No: LAN 201276**

**44 Millhall Court, Plains, Airdrie ML6 7GE (“the Property”)**

**The Parties:-**

**Vicky Tulika, formerly residing at 44 Millhall Court, Plains, Airdrie, ML6 7GE (“the former Tenant”)**

**Brendan Kearns 55 Laurel Heights, Banbridge, County Down; Brendan Kearns c/o Joanna Daly Properties, 27 Stirling Street, Airdrie, ML6 0AH (“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 Repairing Standard Enforcement Order (“RSEO”) relative to the property dated 21 May 2016 determined that the Landlord has complied with the Order and that a Certificate of Completion to that effect should be issued.

**The Tribunal comprised: -**

**Mrs Josephine Bonnar, Legal Member**

**Mr Mike Links, Ordinary Member**

## Background

1. By application received on 12 February 2016 the former Tenant applied to the Private Rented Housing Panel ("PRHP") 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 Tenant stated that the Tenant considered that the Landlord had failed to comply with his duty to ensure that the house meets the repairing standard and in particular that the Landlord had failed to ensure that:- 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; any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order; and, 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 complained that she had not been provided with a current gas safety certificate, that there was no flooring in the kitchen, that the blind in the lounge was not hanging at the window, that there was no lighting in the common hallway and stairs, that the satellite dish at the property was not working and that there were cracks on the walls. She also stated that she had not been provided with an inventory of contents at the time she signed the lease, or subsequently.
3. The PRHP served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon both the Landlord and the Tenants on 22 March 2016.
4. Following service of the Notice of Referral neither the Landlord nor the Tenant made written representations. Both confirmed that they would attend the Hearing.
5. The Private Rented Housing Committee inspected the property on the morning of 5 May 2016. The Tenant and the Landlord's Agent Colvil Johnstone were present during the inspection.
6. Following the inspection of the property the Committee held a hearing at Airdrie Business Centre, Chapel Street, Airdrie. The

former Tenant and the Landlord's Agent were both present and gave evidence.

7. Following the inspection and hearing, the Committee made a RSEO in relation to the property. The Order required the Landlord i) To attach the living room blind to the living room window or arrange for a new blind to be installed; ii) To instruct a suitably qualified electrician to investigate the cause of the defective lighting in the communal hallway and stairs and to carry out such repairs as are required to rectify the defects and ensure that the lighting is in proper working order; iii) To investigate the cause of the defect in the communal satellite dish on the roof of the property and carry out such repairs as are required to rectify the defect. Alternatively, to provide the tenant with a replacement satellite dish or similar appliance which will enable the tenant to access satellite television, and iv) To provide the Tenant with a current gas safety certificate from a Gas Safe registered engineer. The Committee ordered that the works specified in the Order must be carried out and completed within the period of four weeks from the date of service on the Parties of the Order.
8. The Ordinary Member of the Committee re-inspected the property on 8 July 2016. The former Tenant was present. The Ordinary Member reported to the Committee that item 1 of the RSEO had been completed satisfactorily. The Tenant advised the Ordinary Member that she had now been provided with a current gas safety certificate which she would send to the PRHP for inspection by the Committee. This was provided on 9 July 2016 and found to be satisfactory. The Ordinary Member noted that the lighting in the communal hallway and stair was still defective and that the Tenant still had no access to satellite television.
9. A copy of the re-inspection report was issued to both parties. Following consideration of representations from both parties in relation to the re-inspection report, the Committee proceeded to issue a decision dated 14 August 2016 in terms of section 26 of the Act that the landlord had failed to comply with the RSEO and also issued a Rent Relief Order in terms of Section 27 of the Act reducing the rent payable by the former tenant to the Landlord by 25%.
10. The PRHP transferred to the First Tier Tribunal for Scotland (Housing and Property Chamber) on 1 December 2016.
11. By email dated the 5 January 2017 the former tenant notified the Tribunal that she had vacated the property on 4 January 2017.
12. On 7 February 2018 the Landlord's new letting agent notified the Tribunal that some of the work required in terms of the RSEO had now been completed and made specific reference to the defective

staircase lighting. On 21 March 2018 the letting agent sent a further email which stated that all work was now complete. Documents were attached to the email including a copy invoice dated 20 March 2017 from Fixt Rite Repair Services for repairs to communal intercom, replacement of communal bulbs, installation of communal satellite dish and new communal locks. A gas safety certificate dated 14 August 2017 was also attached.

13. On 9 May 2018 the Ordinary Member of the Tribunal re-inspected the property. He noted that the communal hallway and stair lighting is operating. He noted the presence of a satellite dish on the roof of the building and a satellite box within the property, although, as the television was not on during the inspection, it was not established that these are in working order. The re-inspection report was issued to the Landlord. By email dated 21 May 2018 the letting agent confirmed that they agreed with the terms of the re-inspection report and also advised that all work had been completed before the current tenant moved into the property on 15 November 2018. On 31 May 2018 the letting agent confirmed that the problem with the satellite dish has been rectified and that the sky television box is functioning. She further advised that the current tenant had confirmed this to be the case.

### **Reason for decision**

14. The Tribunal considered whether the work stipulated in the RSEO has been satisfactorily completed
15. The Tribunal noted that item 1 of the RSEO had been completed by the Landlord by the date of the first re-inspection on 18 July 2016 and a gas safety certificate, also required in terms of the RSEO, was exhibited at this time and found to be satisfactory. A further gas safety certificate has been produced by the Landlord dated 14 August 2017. The Tribunal considered the terms of same and found it to be satisfactory. The Tribunal also notes that the communal hallway and stair lighting has been repaired and was found to be in proper working order at the re-inspection on 9 May 2018. The Tribunal noted the presence of a satellite dish and satellite box at the property. The Landlord has produced invoices in relation to the installation of the dish and has confirmed that it is in working order. The Tribunal therefore concludes, from the condition of the property at re-inspection, and the representations and documents received from the Landlord, that the work required by the RSEO has been completed.
16. The Tribunal accordingly concludes that the work required in terms of the RSEO has been carried out and that a certificate of completion

to that effect should be issued.

### **Decision**

17. The Tribunal determined that the Landlord had complied with the RSEO and that a certificate of completion should be issued.

18. 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.

Josephine Bonnar

Signed. 

..... 5 June 2018

Josephine Bonnar, Legal Member