

# Housing and Property Chamber First-tier Tribunal for Scotland

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**Statement of Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) (hereinafter referred to as “the Tribunal”) under Section 26(1) of the Housing (Scotland) Act 2006 (“the Act”)**

**Chamber Ref:** FTS/HPC/RT/19/0942

**Title no/Sasines Description:** ANG49875

**Property Address:** 14 Dundonald Street, Dundee DD3 7PW (“the house”)

**The Parties**

Rhys Price, 52 Forres Crescent, Dundee DD3 0ER (“the landlord”)

Alistair Ramsay, 14 Dundonald Street, Dundee DD3 7BW (“the tenant”)

City of Dundee Council, Neighbourhood Services, 3 City Square, Dundee DD3 3BA (“the third party applicant”)

## **Tribunal Members:**

Mr Mark Thorley (Legal Member)  
Mr Angus Anderson (Ordinary Member)

## **Decision:**

1. The tribunal determined that the landlord has failed to comply with the Repairing Standard Enforcement Order.
2. The tribunal's decision was unanimous.

## **Background:**

1. On 4 June 2019 the tribunal issued a determination that the landlord had failed to comply with his duties under Section 14(1)(b) of the Act.

On the same date the tribunal issued a Repairing Standard Enforcement Order (RSEO) in respect of the house.

2. The RSEO required the landlord to:

- (1) To repair or replace the hob to ensure that it is working order and to ensure that there is an outer door on the build-under oven.
- (2) To ensure the provision of heat and smoke detection within the lounge/kitchen interlinked with the inner hall smoke alarm.
- (3) To replace the floor coverings throughout the property to render it reasonably fit for human habitation.
- (4) To ensure that the entry door to the property is secure and draught proof and fits into a doorframe and that the main deadlock can be secured from within the property.
- (5) To repair the hole in the ceiling which appears in the inner hallway and redecorate.
- (6) To replace and properly attach the smoke alarm within the hallway and to ensure that it is in working order.
- (7) To fit a hatch or cover the upper section of the airing cupboard.
- (8) To ensure that the hot water cylinder is in working order.
- (9) To repair or replace the bedroom window to ensure that it is capable of being open and closed properly and in all respects in proper working order. Further to ensure that the external security screen is capable of being opened from within the property to allow the window to be opened fully in the event of an emergency.
- (10) To re-attach the ceiling rose to the ceiling of the property.
- (11) To properly replace the sections of plasterboard affixed to the ceiling from being patch repairs.
- (12) To ensure that the extractor fan within the bathroom operates.
- (13) To point the stonework around the front elevation of the flat and to deal with the cracks close to the junction of the gable and front elevation.
- (14) To replace missing render with exposed brickwork and timber lintels visible to the east side of the building.
- (15) To remove vegetation growth to the masonry at the gable and front elevation.

- (16) To arrange for a check of the electrical apparatus within the property and to provide a copy of the Electrical Installation Condition Report confirming that the installation is "satisfactory" with no C1 or C2 defects.
3. On 6 December 2022 the Tribunal carried out a re-inspection of the property; a copy of the re-inspection report is attached to this decision.
  4. The re-inspection confirmed that a significant amount of works to the property had been undertaken:
    - (1) The hob and oven have been replaced with new item.
    - (2) A heat detector has been fitted to the ceiling in the lounge, kitchen and a heat detector has been fitted to the inner hall. The alarms sounded together when tested.
    - (3) Replacement floor coverings have been laid.
    - (4) Internally there was no daylight visible around the edges of the main door when held on the latch or lock. Externally a draught excluder has been fitted.
    - (5) The ceiling in the inner hallway has been repaired, with no visible defects and the decoration is satisfactory.
    - (6) Refer to item (2).
    - (7) A cover has been fixed to the upper section of the airing cupboard.
    - (8) The immersion heater element appears to have been replaced. The cover and flex are secure. The cylinder was warm to touch, indicating that the heater is working.
    - (9) The external screen on the bedroom window has been removed and the window can be fully opened. The missing block to the latch has been replaced. Externally there are gaps around the window frame between the frame and masonry and rodent holes to the lower plywood panel.
    - (10) The lighting to the bedroom has been changed to flush mounted downlighters which were found to be working with no visible defects.
    - (11) There was no visible defects to the ceilings where previous patch repairs had been carried out to a poor standard.
    - (12) The extractor fan within the bedroom was tested and found to be operational with a terminal fitted to the exterior.



- (13) The pointing to the stonework around the front elevation of the flat and the cracks close to the junction with the gable and front elevation remained as found previously, with no repairs apparent.
  - (14) There is a patch repair to the lowest area of missing render to the east elevation of the building. Other missing render remains with exposed brickwork and timber lintels visible to the higher areas to the east side of the building.
  - (15) Vegetation growth remains to the masonry at the gable and front elevation.
  - (16) An Electrical Condition Report (EICR) was exhibited at the re-inspection.
5. The re-inspection report was intimated to the parties.
  6. Thereafter a teleconference hearing was fixed for 3 February 2023.
  7. Prior to the hearing the landlord's representative provided certain further information which indicated repairs had been undertaken to the gaps and rodent holes around the rear window and included an EICR report.
  8. In addition the landlord's representative also provided certain further documentation which included an estimate for works to the roof of the block of flats in the sum of £2,480. There was further an invoice for an emergency repair to the property.

### **Teleconference Hearing**

At the teleconference hearing the landlord's representative indicated that the works remaining to be undertaken (to the exterior of the building) were "common repairs". The flat itself was not suffering from any form of damp or water penetration as a result of the exterior of the building. As such it was not possible for the works to be undertaken solely by the landlord.

### **Findings in Fact**

As a result of the re-inspection the tribunal made the following findings in fact:-

A significant amount of works had been undertaken to the property. Works remained to be undertaken in terms of the RSEO namely:

- (a) To point the stonework around the front elevation of the flat to deal with the cracks close to the junction with the gable and front elevation.
- (b) To replace missing render of the exposed brickwork and timber lintels visible to the east side of the building.

- (c) To remove vegetation growth to the masonry at the gable and front elevation.

### **Reasons for decision**

The tribunal acknowledged that a significant amount of work had been undertaken to the property. However the works required to the exterior of the building had not been undertaken. The tribunal did not accept that these were works that were unable to be undertaken by the landlord. The landlord had not shown any evidence of endeavour to have the repairs carried out, for example, copies of requests for repair quotes or request for funds from the individual owners of the block. There was no documentation showing that the owners of the other properties within the block had either failed to respond or to assist in the funding of the communal repairs. There was no survey report indicating that the issues identified were cosmetic of nature. The limited amount of communal external repairs that had been undertaken were done so at the instigation of another owner. Accordingly the landlord had failed to comply with the Order.

### **Right of appeal**

A landlord or tenant or third party applicant aggrieved by the decision of the tribunal may apply 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 in 30 days from the date the decision was sent to them. Where such an appeal is made, the effect of the decision will be treated as having effect from the date of which the appeal is abandoned or so determined.

M Thorley

**Signed:**

**Date:**

3rd March 2023

**Chairman:**

**M Thorley**