

# 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 under sections 60 of the Housing (Scotland) Act 2006**

**Chamber Ref: PRHP/RP/16/0040**

**Subjects at 96 Ashgrove Road West, Aberdeen, AB16 5BD**

### **The Parties:-**

Hassan Ghanduri, formerly residing at 96 Ashgrove Road West, Aberdeen, AB16 5BD ("the former Tenant")

and

Mr Samuel Ahamfule, Staff House, Woodend Hospital, Eday Road, Aberdeen ("the Landlord")

The Tribunal:-

Mrs Ruth O'Hare (Legal Member)

Mr Colin Hepburn (Ordinary Member)

### **Decision**

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") unanimously determined that the works required by the Repairing Standard Enforcement Order ("RSEO") had not been completed and refused to issue a Certificate of Completion of Work at this time.

### **Background**

1. Reference is made to the decision of the Private Rented Housing Committee ("the Committee") dated 20 June 2016 which determined that the Landlord had failed to comply with the duty imposed by section 14(1)(b) of the Act in that he had failed to ensure that the Property met the Repairing Standard. On the same date the Committee issued an RSEO in respect of the property. The works required by the RSEO were:-
  - a. Instruct a professional window installer to carry out a full inspection of all windows in the property and carry out any works identified to ensure the property is wind, watertight and in a reasonable state of repair;
  - b. Repair or replace the toilet seats in both the downstairs washroom and the upstairs bathroom;

- c. Repair or replace the shower screen in the upstairs bathroom to prevent water spillage and carry out works to reinstate the bathroom flooring and kitchen ceiling as required;
- d. Replace the surround for the sink in the upstairs bathroom so that it is secure and fit for purpose;
- e. Instruct a gas safety certificate from a GasSafe registered contractor and carry out any works identified to ensure the installations within the property for the supply of gas are in a reasonable state of repair and in proper working order;
- f. Instruct an inspection report from a qualified electrician and carry out such works identified in the report to ensure the installations within the property for the supply of electricity are in a reasonable state of repair and in proper working order;
- g. Carry out repair to the oven and cooker hob to ensure both are in proper working order;
- h. Carry out works to the summerhouse to repair the roof;
- i. Repair the gate in the front garden to ensure it closes properly;
- j. Carry out the necessary works to resecure the loose and damaged section of the concrete copings pertaining to the walls in the back and front garden;
- k. Repair the door bell;
- l. Repair or replace the side door to the garage to ensure it is fully functional;
- m. Repair the corroded hand rails in the front garden; and
- n. Carry out all works required to make good decoration in the property following the above works.

The RSEO gave the Landlord three months to carry out the works.

- 2. Following its decision of 20<sup>th</sup> June 2016 the Tribunal was made aware that the Tenant had vacated the property.
- 3. On 1<sup>st</sup> December 2016, jurisdiction in respect of the application passed to the Tribunal.
- 4. Reference is made to the decision of the Committee dated 18 January 2017 which determined that the Landlord had failed to comply with the RSEO.
- 5. On 7 April 2018 the Landlord wrote to the Tribunal intimating that all works under the RSEO had been completed and requesting a further re-inspection. The

Ordinary Member carried out an inspection of the property on 9<sup>th</sup> May 2018 and noted that the following works remained outstanding:-

- a. The windows had not been inspected or repaired. In particular some of the bedroom windows had missing handles;
- b. The front garden gate had not been repaired
- c. The loose and damaged sections of concrete copings in front and back gardens had not been repaired.
- d. The doorbell did not work.
- e. The corroded handrails to the front garden had not been repaired.
- f. Redecoration of the property had not been completed with holes to some plasterboard walls remaining.

Photographs were taken at the re-inspection and a copy of the re-inspection report is produced herewith and referred to for its terms.

6. The Landlord received a copy of re-inspection for comment. In response, he conceded that works were outstanding and advised that he had been let down by one of his contractors. Reference is made to the decision of the Tribunal dated 26<sup>th</sup> June 2018 which determined that the Landlord had failed to comply with the terms of the RSEO.
7. On 20 August 2018 the Landlord contacted the Tribunal by email to advise again that the works had been completed. On 10 October 2018 the Ordinary Member carried out a re-inspection of the property. The Landlord was not present but was represented by Mr Mike Spence. The Ordinary Member noted that the following items remained outstanding:-

- a. The windows did not appear to have been inspected or repaired.
- b. The windows in the bedroom still had missing handles in part.
- c. The front garden gate had not been repaired.
- d. The loose and damaged sections of concrete copings in the front gardens had not been repaired.
- e. The doorbell was not functioning.
- f. The corroded handrails to the front garden had not been repaired.
- g. Redecoration of the property had not been completed with holes to some plasterboard walls remaining.

Photographs were taken at the re-inspection and a copy of the re-inspection report is attached herewith. The Landlord was provided with a copy of the re-inspection report for comment.

8. On 27 October 2018 the Landlord submitted a response to the re-inspection report. He stated that his contractor Mr Spence had been present at the re-inspection and disputed the terms of the re-inspection report. It was his view that all of the works required by the RSEO had been undertaken. The Landlord further indicated that he did not wish to attend a hearing and submitted photographs of the works that purported to evidence compliance with the RSEO. The photographs appeared to show that the garden gate and the concrete copings in

the front garden had been repaired and some redecoration had been carried out to the property. The Landlord also produced a photo of a window frame fitting.

### **Reasons for the decision**

9. The Tribunal was satisfied having regard to the findings of the re-inspection and the representations from the Landlord that works required by the RSEO remain outstanding. The Tribunal noted the Landlord's submission that the works had been completed and the Tribunal was satisfied that reasonable efforts had been made by the Landlord in that regard. However the Tribunal would refer the Landlord to the terms of the original RSEO which are set out in paragraph 1 of this decision. In particular the Tribunal would refer to paragraph (a) of the RSEO which requires the landlord to "instruct a professional window installer to carry out a full inspection of all windows in the property and carry out any works identified to ensure the property is wind, watertight and in a reasonable state of repair". The Tribunal has seen no evidence of any inspection by a qualified installer and cannot therefore be satisfied at this stage that the defects apparent in the windows have been properly rectified.
10. The Tribunal therefore concluded that the inspection of the windows remains outstanding and the Landlord would require to address this before it would consider issuing a certificate of completion. Once the inspection and any subsequent repairs have been carried out, the Tribunal can carry out a further re-inspection to assess whether the entirety of the works required by the RSEO have been completed.
11. The Tribunal would therefore recommend the Landlord provide a further update once the inspection of the windows and any subsequent works been completed at which point a further re-inspection can be arranged and the matter considered again by the Tribunal. This would also give the Tribunal the opportunity to assess the remainder of the works which the Landlord states have been completed since the re-inspection on 10<sup>th</sup> October 2018 as evidenced by the photographs produced.
12. Finally the Tribunal would point out that comments made by Mr Pence regarding the identity of the surveyor having changed throughout the application process were incorrect and the Tribunal would wish to clarify that Mr Hepburn has been the Ordinary Member in respect of this application since the commencement of the process. He is therefore fully acquainted with the background to the case.
13. The decision of the Tribunal was unanimous.

**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.**

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.

R O'hare

Signed

Ruth O'Hare  
Chairperson

22 November 2018

# **Housing and Property Chamber**

## **First-tier Tribunal for Scotland**

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### **Re-inspection report**

**Date of inspection: 10<sup>th</sup> October 2018**

**Reference Number: PRHP/RP/16/0040**

**Property: 96 Ashgrove Road West, Aberdeen AB16 5BD**

**Surveyor: Colin F Hepburn**

**Access: Provided by Mr Mike Spence, Landlord's contractor.**

**In attendance: Mr Mike Spence and Miss Joanna Harrold, Committee Clerk**

#### **Repairing Standard Enforcement Order (RSEO)**

**Whereas in terms of its decision dated 20<sup>th</sup> June 2016, the Private Rented Housing Committee determined that the landlord had failed to comply with the duty imposed on it by Section 14(1)(b) of the Act, and in particular the landlord has failed to ensure that the house meets the repairing standard in that:**

- **The property is not wind and watertight and in all other respects fit for human habitation**
- **The installations in the house for the supply of gas and electricity are not in a reasonable state of repair nor in proper working order.**

**The Private Rented Housing Committee now requires the landlords to carry out such work as is necessary for the purpose of ensuring that the house concerned meets the repairing standard and that any damage caused by carrying out of the works in terms of the order is made good.**

#### **Works required by the RSEO:**

**In particular the Private Rented Housing Committee requires the landlords to carry out the following work:**

- **Instruct a professional window installer to carry out a full inspection of all windows in the property and carry out any works identified to ensure the property is wind, watertight and in a reasonable state of repair.**

- Repair or replace the toilet seats in both the downstairs washroom and the upstairs bathroom
- Repair or replace the shower screen in the upstairs bathroom to prevent water spillage and carry out works to reinstate the bathroom flooring and kitchen ceiling as required
- Replace the surround for the sink in the upstairs bathroom so that it is secure and fit for purpose
- Instruct a gas safety certificate from a Gas Safe registered contractor and carry out any works identified to ensure the installations within the property for the supply of gas are in a reasonable state of repair and in proper working order
- Instruct an inspection report by a qualified electrician and carry out such works identified in the report to ensure the installations within the property for the supply of electricity are in a reasonable state of repair and in proper working order
- Carry out repairs to the oven and cooker hob to ensure both are in proper working order
- Carry out works to the summerhouse to repair the roof
- Repair the gate in the front garden and ensure it closes properly
- Carry out the necessary works to re-secure the loose and damaged sections of the concrete copings pertaining to the walls in the back and front garden
- Repair the door bell
- Repair or replace the side door to the garage to ensure it is fully functional
- Repair the corroded hand rails in the front garden
- Carry out all works required to make good decoration in the property following the above works.

**Works in the RSEO undertaken as per the previous re-inspection of 9<sup>th</sup> May 2018:**

- Toilet seats have been replaced in both downstairs and upstairs bathroom
- The shower screen in the upstairs bathroom has been replaced with repairs to flooring and kitchen ceiling having been completed
- The surround for the sink in the upstairs bathroom has been replaced

- The landlord has provided a gas safety record covering the new central heating boiler and hob
- The landlord has supplied an EICR report in respect of the electrical installation
- The oven and cooker hob have been replaced
- The summerhouse has been removed
- The side door to the garage has been replaced

**Further works in the RSEO undertaken as at the re-inspection of 10<sup>th</sup> October 2018:**

- The loose and damaged sections of concrete coping to the rear garden have been repaired.
- Re-decoration was in progress but had not been completed.

The landlord's contractor was carrying out additional works which included further repairs to the central heating boiler flue configuration. The contractor is also instructed to replace and renew internal joinery and doors. There was no power supply to the house at the time of the re-inspection so the operation of the doorbell could not be checked. The contractor advised that a new front gate had been obtained but had not yet been fitted.

**Outstanding works:**

The windows do not appear to have been inspected or repaired.  
 The windows in the bedroom still have missing handles in part.  
 The front garden gate has not been repaired.  
 The loose and damaged sections of concrete copings in the front gardens have not been repaired.  
 The doorbell is not functioning.  
 The corroded handrails to the front garden have not been repaired.  
 Redecoration of the property has not been completed with holes to some plasterboard walls remaining.

**Photographs were taken on the day of inspection and are attached.**

**Colin F Hepburn MRICS**

**Date of report: 14<sup>th</sup> October 2018**



















