

Housing and Property Chamber First-tier Tribunal for Scotland



Repairing Standard Enforcement Order

Ordered by the First-tier Tribunal for Scotland (Housing and Property Chamber)

(Hereinafter referred to as "the tribunal")

Case Reference Number: FTS/HPC/RT/19/0765

Re: 32 Burnside Place, Carron, Falkirk FK2 8ER ("the house")

Land Register Title No: STG33168

The Parties:-

Falkirk Council, Private Sector Team, Suite 1, The Forum, Callendar Business Park, Falkirk FK1 1XR ("the third-party applicant")

Miss Kira Kerr, residing at the house ("the tenant")

Mrs Mary Wilson, residing at 3 Kersie Terrace, South Alloa FK7 7NJ and Mr Alan Wilson, 9 Johnstone Avenue, Stenhousemuir FK5 4JZ ("the landlords")

Tribunal Members – Sarah O'Neill (Legal Member) and Andrew Taylor (Ordinary Member, Surveyor)

NOTICE TO: Mrs Mary Wilson and Mr Alan Wilson (the landlords)

Whereas in terms of its decision dated 29 May 2019, the tribunal determined that the landlords had failed to comply with the duty imposed on them by Section 14 (1) (b) of the Act, and in particular that the landlords have failed to ensure that the house meets the repairing standard in that:

- the windows in the house and the bedroom cupboard are not wind and watertight and in all other respects reasonably fit for human habitation
- the installations in the house for the supply of, gas and electricity and for space heating and heating water are not in a reasonable state of repair and in proper working order

- some fixtures, fittings and appliances provided by the landlords under the tenancy are not in a reasonable state of repair and in proper working order
- the house does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire

The tribunal therefore makes a Repairing Standard Enforcement Order (RSEO) as required by section 24 (2) of the Act.

The tribunal now requires the landlords to carry out such work as is necessary for the purpose of ensuring that the house meets the repairing standard, and that any damage caused by the carrying out of any work in terms of this order is made good before the date specified in this order.

In particular, the tribunal requires the landlords to:

1. Engage a suitably qualified and Gas Safe registered heating engineer to carry out an inspection and report on the operation and effectiveness of the gas fired heating and hot water supply installation including boiler, all radiators, valves (including front bedroom radiator), programmers and thermostats and, additionally, on the living room gas fire.
2. Follow the recommendations of that report to ensure that the entire system is fully functioning, safe and in proper working order. On completion of the works provide a copy of the said report, any invoices for work carried out and a valid CP12 Gas Safety Certificate to the Tribunal, Third Party and Tenant.
3. Engage a suitably qualified and registered SELECT or NICEIC electrical contractor to carry out a certificated electrical condition check (EICR) on the entire electrical installation of the property. Follow the recommendations of that report to ensure that the entire system is safe and in proper working order. Provide a copy of the EICR and any invoices for work to the Tribunal, Third Party and Tenant.
4. Repair or replace the Living Room and Kitchen UPVC windows so that they are capable of being properly opened and closed, have intact seals and are wind and watertight.
5. Replace the handle to the Front Bedroom door and ensure that it is fully functioning.
6. Remove mould from the walls and ceiling in the Front Bedroom cupboard, apply a mould inhibitor and redecorate the interior of the cupboard.

7. Provide interlinked fire detection apparatus in accordance with the Housing (Scotland) Act 2006, (Modification of the Repairing Standard) Regulations 2019 and the Housing (Scotland) Act 1987 (Tolerable Standard) (Extension of Criteria) Order 2019.

The tribunal orders that the works specified in this order must be carried out and completed within the period of **eight weeks** from the date of service of this notice.

Rights of Appeal

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.

Please note that in terms of section 28(1) of the Housing (Scotland) Act 2006, 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 typewritten on this and the preceding page are signed by Sarah Frances O'Neill, solicitor, Chairperson of the First-tier Tribunal (Housing and Property Chamber), at Glasgow on the twenty-ninth day of May, Two Thousand and Nineteen before this witness –

S Dunn

S O'Neil

Chairperson

_____ witness _____

Shannon Dunn name in full

20 York Street address

Glasgow, G2 8AT

Housing and Property Chamber First-tier Tribunal for Scotland



Statement of Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber)

(Hereinafter referred to as “the tribunal”)

Under Section 24(1) of the Housing (Scotland) Act 2006 (“the Act”)

Case Reference Number: FTS/HPC/RT/19/0765

Re: 32 Burnside Place, Carron, Falkirk FK2 8ER (“the house”)

Land Register Title No: STG33168

The Parties:-

Falkirk Council, Private Sector Team, Suite 1, The Forum, Callendar Business Park, Falkirk FK1 1XR (“the third-party applicant”)

Miss Kira Kerr, residing at the house (“the tenant”)

Mrs Mary Wilson, residing at 3 Kersie Terrace, South Alloa FK7 7NJ and Mr Alan Wilson, 9 Johnstone Avenue, Stenhousemuir FK5 4JZ (“the landlords”)

Tribunal Members – Sarah O'Neill (Legal Member) and Andrew Taylor (Ordinary Member, Surveyor)

Decision

The tribunal, having made such enquiries as it saw fit for the purposes of determining whether the landlords have complied with the duty imposed by Section 14 (1) (b) of the Housing (Scotland) Act 2006 (“the Act”) in relation to the house, and taking account of all the available evidence, determines that the landlords have failed to comply with the duty imposed by Section 14 (1) (b) of the Act. The tribunal’s decision is unanimous.

Background

1. By application received on 11 March 2019, the third-party applicant applied to the tribunal for a determination that the landlords had failed to comply with their duties under Section 14(1) of the Act. The application stated that the tenant wished to be treated as a party to the application
2. In its application, the third-party applicant stated that it believed the landlords had failed to comply with the duty to ensure that the house met the repairing standard as set out in section 13 (1) (a) and (d) of the Act. Its application stated that the landlords had failed to ensure that:
 - i. the house is wind and watertight and in all other respects reasonably fit for human habitation
 - ii. 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
 - iii. any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order
 - iv. the house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire
 - v. the house has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health
 - vi. the house does not meet the tolerable standard.
3. The third-party applicant included the following complaints in its application form:
 1. Windows throughout need repaired, do not close properly and seals need repaired to prevent water penetration
 2. Possible mould in front bedroom cupboard to be investigated and treated
 3. Investigate the water stains in the vestibule by the kitchen
 4. Check all the electrics- they trip and some of the sockets are hanging off the walls
 5. Handle to be replaced on main bedroom door
 6. Bath to be resealed
 7. Radiator in main bedroom to be repaired
 8. Washing machine to be repaired
 9. Smoke detectors to be placed in the living room
 10. Smoke detectors in the hall to be repaired
 11. All smoke and heat detectors to be interlinked
 12. CO detector to be installed
 13. EICR to be provided

14. Gas safety certificate to be provided
15. Remove items from shed, including gas canisters.

4. On 25 March 2019, a Convener of the tribunal, with delegated powers of the Chamber President, issued a notice of acceptance of the application under rule 9 of the First-Tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 as amended ('the rules').
5. The tribunal office wrote to the parties on 4 April 2019, notifying them under and in terms of the Act of the decision to refer the application under Section 22(1A) of the Act to a tribunal, and that an inspection and a hearing would take place on 21 May 2019. Written representations were requested by 25 April 2019.
6. Written representations were received from the third-party applicant on 11 April 2019. On 23 April 2019, a letter was received from Mrs Mary Wilson, one of the landlords, signed also as being on behalf of the other landlord, Mr Alan Wilson. In this letter, she stated that the date fixed for the hearing was not suitable, and that the landlords could not attend, but gave no further details. She stated that the landlords could not afford the repairs, as the tenant had been withholding rent, and that as a result, they intended to put the house on the market.
7. On 25 April 2019, the tribunal issued a direction to the landlords. In the direction, the tribunal confirmed that it intended to proceed with the inspection and hearing as planned on 21 May 2019, as the landlords had not provided adequate reasons as to why the tribunal should postpone the inspection and hearing, other than that the date is not suitable and that they are putting the house on the market. The direction stated that, if they were unable to attend the inspection and hearing, it was open to the landlords to send a representative along to either or both of these. It said that should they wish to do so, they must inform the tribunal of the name of any such representative.
8. The direction also required the landlords to provide confirmation from Mr Wilson himself that 1) he was aware of and consented to the tenancy between Mrs Wilson and the tenant, and 2) he was aware of the tenant's application.
9. Finally, the direction required the landlords to provide to the tribunal:
 - 1) an up to date Electrical Installation Condition Report (EICR) in respect of the house, showing that all electrical installations and fixtures and fittings have been checked and are working safely, to be produced by either:
 - a suitably qualified and registered SELECT or NICEIC contractor
 - a member of NAPIT, or

- a contractor who is able to provide evidence that they are a 'competent person' i.e. a completed and signed checklist, as set out at Annex A on page 13 of the guidance by Scottish Ministers on Electrical Installations and Appliances in Private Rented Property
- 2) an up to date gas safety certificate in respect of the house by a Gas Safe registered engineer, showing that all gas installations and appliances have been checked and are working safely.
10. The direction required the landlords to provide the requested information by 17 May 2019. No response was received by that date. The only correspondence received from the landlords was an email from Mrs Wilson on 15 May 2019, stating that she had arranged for a gas engineer to come out the following week for a gas inspection and safety certificate. The tribunal notes that, as stated in the direction, failure to produce to the tribunal information that is required to be produced to the tribunal without reasonable excuse is a criminal offence.

The inspection

11. The tribunal inspected the house on the morning of 21 May 2019. The weather conditions at the time of the tribunal's inspection were dry and overcast. Ms Kate Smith and Ms Mhairi Ferry, both Private Sector Officers with the third-party applicant were present at the inspection. The tenant and her partner were also present at the inspection. The landlords were neither present nor represented at the inspection. Photographs were taken during the inspection, and these are attached as a schedule to this decision.

The house

12. The house is a former local authority semi-detached house in the region of 60-70 years old. The accommodation comprises an entrance hallway, living room, two bedrooms, kitchen and bathroom.

The hearing

13. Following the inspection, the tribunal held a hearing at Wallace House, Maxwell Place, Stirling FK8 1JU. A telephone call was received by the tribunal office after the inspection, about half an hour before the hearing was due to commence, from Mr Andrew Reid, solicitor. He called to say that he had been asked to represent Mrs Wilson at the hearing, but that he would be unable to attend as he had become unwell on his way to the hearing. He did not ask for the hearing to be postponed.

14. The tribunal considered whether to proceed with the hearing, in light of this telephone call. It noted that the landlords were clearly aware of the hearing, and that rule 10 (1) of the rules provided that details of a party's representative must be notified to the tribunal prior to the hearing. The tribunal's direction of 25 April had also required the landlords to inform the tribunal of the name of any representative. The tribunal had not been notified that the landlords had instructed a representative until around 15 minutes before the hearing time. The tribunal's inspection had already been carried out by then.
15. The tribunal was satisfied that the requirements of rule 24 (1) of the rules regarding the giving of reasonable notice of the date, time and place of a hearing had been duly complied with. In the interests of fairness to the third-party applicant and the tenant, the tribunal therefore decided to proceed with the hearing in the absence of the landlords, in terms of rule 29 of the rules. That decision was relayed by the tribunal clerk to Mr Reid by telephone prior to the hearing.
16. Ms Smith and Ms Ferry represented the third-party applicant at the hearing. The tenant was also present and gave evidence to the tribunal. She was accompanied by her friend and supporter, Ms Rachel Fisher.

The evidence

17. The evidence before the tribunal consisted of:
 - The application form completed by the third-party applicant.
 - Registers Direct copy of Land Register title STG33168, which confirmed that the house is owned jointly by Mary Wilson and Alan Wilson.
 - Short assured tenancy agreement between the landlords and the tenant in respect of the house dated 15 September 2015.
 - The notification letter sent to the landlords by the third-party applicant on 21 February 2019, and Mrs Wilson's response to this dated 25 February 2019.
 - The response sent by the third-party applicant to Mrs Wilson on 28 February 2019.
 - The written representations received from the third-party applicant on 11 April 2019.
 - The written representations received from the landlords on 23 April and 15 May 2019.
 - The written representations, including copies of text messages between the parties, received from the tenant on 6 and 17 May 2019.
 - Copies of various paperwork in respect of the house completed by a Scottish Gas engineer on 24 April and 2 May 2019, provided by the tenant to the tribunal at the hearing.

- The tribunal's inspection of the house.
- The oral representations of the third party applicant and the tenant and his representative at the hearing.

Summary of the issues

18. The issue to be determined was whether the house meets the repairing standard as set out in Section 13 of the Act, and whether the landlords had complied with the duty imposed on them by section 14 (1) (b).

Findings of fact

19. The tribunal made the following findings in fact:

- The house is jointly owned by Mary Wilson and Alan Wilson.
- Mary Wilson is the landlord named in the tenancy agreement.
- Mary and Alan Wilson are the registered landlords for the house.
- The tenant and Mrs Wilson entered into a short-assured tenancy to rent the house from 6 September 2015. The tenant was still resident in the house at the time of the tribunal's inspection and hearing.
- The tribunal at its inspection carefully checked the items which were the subject of the complaint. The tribunal observed the following:
 - i. The windows in the living room and the kitchen did not close properly. When the bottom part of the window in the kitchen was closed, the top part opened up, creating a gap.
 - ii. There was extensive mould visible on the wall and ceiling of the cupboard within the front bedroom. Dampness readings were taken, and these indicated low moisture levels.
 - iii. Extensive water staining was visible on the walls of the vestibule next to the kitchen. This appeared to be historic, and the walls were now dry.
 - iv. There were loose double sockets in the vestibule and in the living room.
 - v. The tenant told the tribunal that a further double socket in the kitchen often tripped the electric circuits in the house when switched on.
 - vi. There was no handle on the door of the main bedroom, and it could not therefore be closed.
 - vii. The handle was also missing from the cupboard housing the boiler.
 - viii. The bath had recently been resealed.
 - ix. The control valve was missing from the radiator in the main bedroom, and the temperature of the radiator could not therefore be controlled.
 - x. The washing machine had been replaced by the tenant.

- xi. There was no smoke detector in the living room nor was there a heat detector in the kitchen.
- xii. When tested, the smoke detectors in the lower and upper hallways were found not to be operational. They did not appear to be interlinked.
- xiii. A carbon monoxide detector had recently been installed above the boiler cupboard in the vestibule.
- xiv. There were two sheds in the garden. The tribunal was unable to access the larger shed which the tenant indicated was the source of her concerns. The shed was padlocked, and the padlock was rusted. The tenant was unable to open it with the key which had been provided.

Reasons for decision

20. The tribunal's determinations in relation to each of the former tenant's complaints are set out below.

1. Windows throughout need repaired

- 21. The tenant told the tribunal at the inspection that the windows which were causing difficulties were those in the living room and the kitchen; the other windows were functioning correctly. At the hearing, she told the tribunal that because they did not close properly, both windows let in rain and snow. She was also concerned that they were not secure.
- 22. The tribunal observed at its inspection that the windows in the living room and the kitchen did not close properly. When the bottom part of the window in the kitchen was closed, the top part opened up, creating a gap. The tribunal determined that the windows in the living room and the kitchen were not wind and watertight and in all other respects reasonably fit for human habitation.

2. Mould in front bedroom cupboard

- 23. The tribunal observed at its inspection that there was extensive mould visible on the wall and ceiling of the cupboard within the front bedroom. Dampness readings were taken, and these indicated low moisture levels. The ordinary (surveyor) member of the tribunal was of the opinion that the mould was caused by condensation, rather than dampness. This was likely to be due to the fact that the room was cold and not adequately heated. The tenant told the tribunal that she was not currently sleeping in the bedroom as the mould spores were aggravating her asthma. The room was therefore currently being used for storage purposes.
- 24. The tribunal considered that the faulty radiator in the bedroom, which could not be adjusted, was likely to be a contributory factor to the mould problem.

The bedroom door could not be closed as the handle was missing, and this may also be a cause of the mould. The tribunal determined that the bedroom cupboard was not wind and watertight and in all other respects reasonably fit for human habitation.

3. Water stains in the vestibule by the kitchen

25. The tribunal observed extensive water staining on the walls in the vestibule next to the kitchen. This appeared to be historic, and the walls were now dry. The tenant told the tribunal at the hearing that shortly after she moved in, the bath had been replaced and tiles removed, but the tradesman had not sealed the bath, fitted a bath panel or replaced the tiles. This had resulted in water running from the bathroom into the vestibule below until the work in the bathroom was later completed. The tribunal noted that this was consistent with the staining observed at its inspection. While the staining was unsightly and the vestibule walls would benefit from redecoration, this was a cosmetic issue, and was not a breach of the repairing standard duty.

4. Electric sockets and the electrical installation

26. The tribunal observed at its inspection that there were loose double sockets in the vestibule and in the living room. The tenant told the tribunal that a further double socket in the kitchen often tripped the electric circuits in the house when switched on, and all the lights would go out. The tenant told the tribunal at the hearing that an electrician had been to the house to prepare a quote for the work, and that she had been told he would contact her about the work, but he had not yet called her. No Electrical Installation Condition Report (EICR) had been produced by the landlord, as required by the tribunal in its direction. Given its observations and the tenant's evidence, the tribunal determines in the absence of an EICR that on the balance of probabilities, the electrical installation was not in a reasonable state of repair and in proper working order.

5. Bedroom door handle

27. The tribunal observed at its inspection that there was no handle on the door of the main bedroom, and it could not therefore be closed. The tribunal therefore determines that the door was not in a reasonable state of repair and in proper working order.

6. Bath seal

28. The tribunal observed at its inspection that the bath had been resealed. The tenant advised that this had been done recently, and she had indicated at the inspection that she was satisfied with this. At the hearing, however, she mentioned that there remained an issue with the seal, as it separates from the bath when someone is in the bath, and the bath drops down from the wall. The tribunal noted that this was not the original complaint, and that it had not been notified to the landlords. It has also been unable to observe this issue, as it

was not mentioned at the inspection. The tribunal was therefore unable to consider that complaint. The tribunal therefore determines that as the bath has been resealed, the seal appeared to it to be in a reasonable state of repair and in proper working order.

7. Radiator in main bedroom

29. The tribunal observed at its inspection that the control valve was missing from the radiator in the main bedroom, and the temperature of the radiator could not therefore be controlled. It therefore determined that the radiator was not in a reasonable state of repair and in proper working order.

8. Washing machine

30. The tenant had replaced the defective washing machine with a new one at her own expense. She told the tribunal she had been without a washing machine for 7 weeks, and the landlord had failed to provide a replacement. There was therefore no repairing standard issue to be determined. The tribunal notes, however, that it is the landlords' responsibility under the repairing standard to ensure that any appliances provided by them under the tenancy are in a reasonable state of repair and in proper working order.

9. Smoke detectors

31. The tribunal observed at its inspection that there was no smoke detector in the living room and no heat detector in the kitchen. When tested, the smoke detectors in the lower and upper hallways were found not to be operational. They did not appear to be interlinked. This does not comply with the current statutory guidance for private rented properties.
32. In determining whether a house meets the repairing standard regarding satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire, section 13 (5) of the Act states that regard is to be had to any building regulations and any guidance issued by the Scottish Ministers. The current Scottish Government statutory guidance, which states that there should be at least:
- one functioning smoke alarm in the room which is frequently used by the occupants for general daytime living purposes (normally the living room/lounge),
 - one functioning smoke alarm in every circulation space on each storey, such as hallways and landings, or in main room if no landing in upper storey
 - one heat alarm in every kitchen,
 - all alarms should be ceiling mounted, and
 - all alarms should be interlinked.

33. The tribunal therefore determines that the house does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.

10. CO monitor

34. A carbon monoxide detector had recently been installed above the boiler cupboard in the vestibule. The tribunal notes that this complies with the statutory guidance, and it was therefore satisfied that the house has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health

11. EICR

35. As noted in relation to item 4 above, no Electrical Installation Condition Report (EICR) had been produced by the landlord, as required by the tribunal in its direction. Given its observations and the tenant's evidence, the tribunal determines in the absence of an EICR that on the balance of probabilities, the electrical installation was not in a reasonable state of repair and in proper working order.

12. Gas safety certificate

36. No gas safety certificate had been produced by the landlords, as required by the tribunal in its direction of 25 April. The tenant told the tribunal that a gas engineer had been to the house, but he had not provided a gas safety certificate. She said that the boiler had been serviced recently and produced a 'customer checklist' from the British Gas engineer dated 24 April 2019 confirming this. She also produced a safety warning notice provided by the same gas engineer on the same date, which stated that the gas cooker was immediately dangerous, and that he had disconnected this. She had then bought a new cooker herself, which had been installed on 2 May 2019. The tribunal again notes that it is the landlords' responsibility under the repairing standard to ensure that any appliances provided by them under the tenancy are in a reasonable state of repair and in proper working order.
37. During the same visit on 2 May, the gas engineer had turned off the supply to the gas fire because it was a risk, and the tenant produced a further safety warning notice dated 2 May 2019 confirming this. The tenant said that the gas fire had been working when she moved in to the house in 2016. She told the tribunal that the gas engineer was due to come out in the afternoon following the hearing regarding a gas safety inspection. The third-party applicant's representatives said that they had raised the matter with Mrs Wilson several times, but had difficulty in contacting her. In the absence of a gas safety certificate, and given the issues with the cooker and the gas fire, the tribunal

determines that, on the balance of probabilities, the gas installation in the house is not in a reasonable state of repair and in proper working order.

13. Items in garden shed

38. There were two sheds in the garden. The tenant explained that the landlord had said that she could have access to one of the sheds. The other, larger, shed was locked and contained items belonging to the landlords. The tenant said that Mrs Wilson had told her at the start of the tenancy that she would have the items in the larger shed removed. The tenant believed that these included gas canisters, and she was concerned these may pose a health and safety risk. She said that the landlords had sent men round recently to clear the shed, and they had told her there were no gas canisters inside.
39. The tribunal was unable to access the larger shed at the inspection. The shed was padlocked, and the padlock was rusted. The tenant was unable to open it with the key which had been provided. As the tribunal was unable to observe the contents of the shed, it is unable to make a finding about this. The tribunal however recommends to the landlords that they ensure that any gas canisters belonging to them which are within either shed should be removed as soon as possible.

Observations by the tribunal

40. The tribunal observed a number of other potential repairing standard issues at its inspection, and several issues were mentioned by the third-party applicant and the tenant at the hearing. These included the gas fire, the missing handle on the boiler cupboard door, the separation of the bath seal; and the shower not operating correctly. As none of these issues were included in the application, and there was no evidence before the tribunal that they had been notified in writing to the landlord, the tribunal was unable to consider these. It would, however, be open to the third-party applicant or the tenant to make a further application regarding any other repair issues. The landlords may therefore wish to consider addressing any further issues.

Summary of decision

41. On the basis of all the evidence before it, the tribunal determines that the landlords have failed to comply with the duty imposed by Section 14 (1) (b) of the Act, and in particular that the landlords have failed to ensure that the house meets the repairing standard in that:
- the windows in the house and the bedroom cupboard are not wind and watertight and in all other respects reasonably fit for human habitation

- the installations in the house for the supply of, gas and electricity and for space heating and heating water are not in a reasonable state of repair and in proper working order
- some fixtures, fittings and appliances provided by the landlords under the tenancy are not in a reasonable state of repair and in proper working order
- the house does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire

42. The tribunal therefore makes a Repairing Standard Enforcement Order (RSEO) as required by section 24 (2) of the Act. The order is made against both Mary and Alan Wilson, as joint owners of the house. The landlords did not respond to the tribunal's direction requiring confirmation from Mr Wilson that he was aware of both the tenant's tenancy and the third-party application. However, Ms Smith and Ms Ferry confirmed at the hearing that they had spoken to him, and that he was aware of the application.

Rights of Appeal

43. 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.

44. 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.

S O'Neil

Signed...

Sarah O'Neill, Chairperson

.....Date..... 29/5/19.....



32 Burnside Place, Carron, Falkirk, FK2 8ER
FTS/HPC/RT/19/0765
Schedule of Photographs - Inspection Date – 21st May 2019
Weather – Dry, partially cloudy



1. The property



2. Living Room window

This is the schedule of photographs referred
to in the Gregory decision dated 29 May
2019 S O'Neil



3. Kitchen window



4. Water staining in Vestibule



5. Water staining and carbon monoxide detector in Vestibule



6. Loose double socket in vestibule



7. Defective double socket in Kitchen



8. Handle missing from Boiler Cupboard door



9. Gas central heating boiler



10. Mould in Front Bedroom cupboard



11. Mould in Front Bedroom cupboard



12. Missing radiator valve in Front Bedroom



13. New seal at bath



14. Missing handle at front bedroom door



15. Defective smoke alarm in top Hall



16. Defective smoke alarm in lower Hall



17. Electrical distribution board and meter



18. Defective socket in Living Room



19. New washing machine



20. Landlord's shed in Garden