

# Housing and Property Chamber First-tier Tribunal for Scotland

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## **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/RP/18/3097**

**Re: 33B Glenacre Drive, Glasgow G45 9DT (“the house”)**

**Land Register Title No: GLA136346**

**The Parties:-**

**Ms Michelle Fenton, residing at the house (“the tenant”)**

**Mr Michael Duffy, 66 Firpark Road, Bishopbriggs, Glasgow G64 1SU (“the landlord”)**

**Tribunal Members – Sarah O’Neill (Legal Member) and Mike Links (Ordinary Member, Surveyor)**

## **NOTICE TO: Mr Michael Duffy (the landlord)**

Whereas in terms of its decision dated 4 February 2019, the tribunal determined that the landlord had failed to comply with the duty imposed on him by Section 14 (1) (b) of the Act, and in particular that the landlord has failed to ensure that the house meets the repairing standard in that 1) the house is not wind and watertight and in all other respects reasonable fit for human habitation; 2) the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are not in a reasonable state of repair and in proper working order and 3) the fixtures, fittings and appliances provided by the landlord under the tenancy are not in a reasonable state of repair and in proper working order.

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

The tribunal now requires the landlord 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 landlord to:

1. Instruct a suitably qualified contractor to repair or replace: 1) all of the windows in the house, including the vents and 2) the rear kitchen door, to ensure that all windows and the rear kitchen door are wind and watertight and in proper working order.
2. Instruct a suitably qualified specialist surveyor to produce a dampness report in respect of the house, and to carry out any remedial works recommended in that report, in order to ensure that the house is wind and watertight and in all other respects reasonably fit for human habitation. A copy of the specialist surveyor's report should also be copied to the tribunal within the timescale set out below.
3. Instruct a suitably qualified plumbing contractor to carry out an examination of the entire plumbing installation at the house, including the boiler/cylinder, to check the water purity within the house, and investigate the cause of the plumbing issues within the house, including a) the discoloured water in the bathroom and 2) the leak under the kitchen sink and c) any issues with the water going into the washing machine. A copy of the plumbing contractor's report should also be copied to the tribunal within the timescale set out below.
4. Carry out any works recommended by that contractor, in order to ensure that the water within the house is safe to use; and that the plumbing installation is in a reasonable state of repair and in proper working order.
5. Instruct a suitably qualified electrical contractor to repair or replace the lights under the kitchen cupboard, to ensure that they are in a reasonable state of repair and in proper working order.
6. Replace the dishwasher with a new dishwasher which is in a reasonable state of repair and in proper working order.
7. Replace the electric oven with a new oven which is in a reasonable state of repair and in proper working order.
8. On completion of all the above works, ensure that all affected finishes and decoration are restored to an acceptable standard.

The tribunal orders that the works specified in this order must be carried out and completed within the period of **8 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 Fourth day of February, Two Thousand and Nineteen before this witness –

Jordan Devlin witness S O'neil Chairperson  
Jordan Devlin name in full  
20 York Street address  
Glasgow

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

**Case Reference Number: FTS/HPC/RP/18/3097**

**Re: 33B Glenacre Drive, Glasgow G45 9DT (“the house”)**

**Land Register Title No: GLA136346**

**The Parties:-**

**Ms Michelle Fenton, residing at the house (“the tenant”)**

**Mr Michael Duffy, 66 Firpark Road, Bishopbriggs, Glasgow G64 1SU (“the landlord”)**

**Tribunal Members – Sarah O'Neill (Legal Member) and Mike Links (Ordinary Member, Surveyor)**

### **Decision**

The tribunal, having made such enquiries as it saw fit for the purposes of determining whether the landlord has 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 landlord has failed to comply with the duty imposed on him by Section 14 (1) (b) of the Act. The tribunal’s decision is unanimous.

### **Background**

1. By application received on 15 November 2018 from her solicitor, Mr Angus McIntosh of Castlemilk Law and Money Advice Centre, the tenant applied to the tribunal for a determination that her landlord had failed to comply with his duties under Section 14(1) of the Act.

2. In her application, the tenant stated that she believed the landlord had failed to comply with the duty to ensure that the house met the repairing standard as set out in section 13(1) (a), (c), and (d) of the Act. Her application stated that the landlord 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

3. The tenant included the following complaints in her application form:

1. The vents are broken on all the windows and there are holes that let in draughts.
2. There are signs of dampness and mould growth throughout the property.
3. The electric socket in the large bedroom is hanging off the wall.
4. The lights under the kitchen cupboard are not working.
5. The shower is not attached to the wall securely.
6. The water coming from the shower is discoloured and rusty.
7. Water leaks under the kitchen sink.
8. Clothes smell unpleasant after they have been washed in the washing machine.
9. The plumbing throughout the property is problematic.
10. The radiator heating system does not work properly.
11. The electric oven does not work.
12. The dishwasher does not work, as it does not have a flow of water.
13. Both bedrooms need carpets fitted to cover the bare floorboards

4. On 27 November 2018, a Convener of the tribunal, with delegated powers under Section 23A of the Housing (Scotland) Act 2014, issued a minute of decision stating that she considered that in terms of section 23 (3) of the Act there was no longer a reasonable prospect of the dispute being resolved between the parties at a later date; that she had considered the application paperwork submitted by the tenant, comprising documents received between 15 November 2018 and 26 November 2018; and intimating her decision to refer the application to a tribunal for determination.

5. The tribunal office wrote to the parties on 13 December 2018, notifying them under and in terms of the Act of the decision to refer the application under Section 22(1) of the Act to a tribunal, and that an inspection and a hearing

would take place on 22 January 2019. Written representations were requested by 3 January 2019.

6. On 19 December 2018, a letter was received from the landlord, requesting an extension to the deadline for submission of written representations, due to the timing over the holiday period. On the same date, the tribunal issued a direction to the parties, extending the deadline for both parties to submit written representations until 14 January 2019. The direction also required the landlord to provide the following to the tribunal by 14 January 2019:
  - 1) an up to date Electrical Installation Condition Report (EICR) by a suitably qualified contractor in respect of the house, showing that all electrical installations and fixtures and fittings, including the electrical socket in the large bedroom; the lights under the kitchen cupboard; the electric oven and the dishwasher, had been checked and were working safely.
  - 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, including the radiators and central heating system, have been checked and are working safely.
  - 3) An up to date address and contact details for the landlord's co-owner, Gerard McNellis, who was shown on the land certificate for the house as the owner of a 50% pro-indiviso share of the house.
7. On 11 January 2019, written representations were received from the landlord, enclosing various documents including an EICR in respect of the house by a SELECT registered electrical contractor dated 8 January 2019 and a gas safety certificate relating to the house from a Gas Safe registered engineer dated 7 January 2019. Written representations were received from the tenant's representative on 14 January 2019. Further written representations were received from the landlord on 21 January 2019.

### **The inspection**

8. The tribunal inspected the house on the morning of 22 January 2019. The weather conditions at the time of the tribunal's inspection were cold and it was snowing. The tenant and her representative, Ms Judith Stevenson, solicitor/adviser of Castlemilk Law and Money Advice Centre, were present at the inspection. The landlord was also present at the inspection. Mr Andrew Taylor, an ordinary member of the tribunal was also present, as an observer. Photographs were taken during the inspection, and these are attached as a schedule to this decision.

### **The house**

9. The house comprises a main door flat situated within a four- storey building originally built by the local authority about 65 years ago. The accommodation comprises an entrance hallway, living room, two bedrooms, kitchen and bathroom.

### **The hearing**

10. Following the inspection, the tribunal held a hearing at Glasgow Tribunals Centre, 20 York Street, Glasgow G2 8GT. The landlord was present at the hearing and gave evidence on his own behalf. His co-owner Mr McNellis was also present at the hearing. The tenant was present and was represented by Ms Stevenson.

### **The evidence**

11. The evidence before the tribunal consisted of:

- The application form completed by the tenant's solicitor.
- Registers Direct copy of Land Register title GLA136346, which confirmed that the house is owned jointly by Michael Duffy and Gerald McNellis.
- Short assured tenancy agreement between the landlord and the tenant in respect of the house dated 30 March 2014.
- Notification letters dated 6 December 2017 and 12 July 2018 sent by the tenant's representative to the landlord setting out the repairs alleged to be required.
- Responses from the landlord dated 20 December 2017 and 16 August 2018 responding to the above notification letters.
- The written representations received from the landlord on 11 and 21 January 2019.
- The written representations received from the tenant's solicitor on 14 January 2019.
- The EICR in respect of the property dated 8 January 2019.
- The gas safety certificate relating to the house dated 7 January 2019.
- The tribunal's inspection of the house.
- The oral representations of the parties at the hearing.

### **Preliminary issue**

12. The tribunal chairperson noted that the landlord and Mr McNellis were joint owners of the house, with each owning a 50% pro indiviso share. She explained to the landlord and Mr McNellis that any order which might potentially be issued by the tribunal following the hearing would be registered against the title to the house. Mr McNellis confirmed to the tribunal that he was 'the

sleeping partner', and that Mr Duffy had taken on the role of landlord, and he was therefore responsible for all aspects of letting out the house. The tribunal was therefore satisfied that Mr McNellis had agreed to Mr Duffy acting as landlord of the house, and that he was aware that a tenancy was in place between the parties.

### **Summary of the issues**

13. 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 landlord had complied with the duty imposed on him by section 14 (1) (b).

### **Findings of fact**

14. The tribunal made the following findings in fact:

- The house is jointly owned by Michael Duffy and Gerald McNellis.
- Mr Duffy is the registered landlord for the house.
- The tenant and the landlord entered into a short-assured tenancy to rent the house from 30 March 2014. The tenant had been living in the house for some time prior to the landlord's purchase of the house. She was still resident in the house at the time of the tribunal's inspection.
- The tribunal at its inspection carefully checked the items which were the subject of the complaint. The tribunal observed the following:
  - i. The vents on the wooden tilt and turn windows throughout the house were broken and/or in poor condition, and did not appear to be functioning correctly. The tenant had covered them in tape, and when the tape was removed, it was observed that the mesh over the vents was missing on some windows and faulty on others. Some vents were not capable of being opened or closed. Although it was not a windy day, there was evidence of draughts around some of the window frames.
  - ii. High damp readings were taken around the front entrance door.
  - iii. There was mould around the rear door in the kitchen. Damp readings were taken around the door, but no signs of damp were observed.
  - iv. There was a noticeable draught coming from the bottom right hand side of the rear kitchen door.
  - v. Damp readings were taken in the smaller (front) bedroom in the areas indicated by the tenant. No signs of dampness were found, but the tribunal observed mould on gym equipment and other items located in that bedroom. The mesh on the window vents in that bedroom were broken, and draughts were noted around the window frame.



- vi. Damp readings were taken on the rear bathroom wall, but there were no signs of dampness.
- vii. High damp readings were taken around the bathroom window.
- viii. Mould was observed around the WC in the bathroom.
- ix. The electric socket in the rear (larger) bedroom had been fixed back onto the wall.
- x. The lights under the kitchen cupboard were not functioning.
- xi. The oven was not functioning.
- xii. The dishwasher was not functioning.
- xiii. The shower fitting had been re-attached to the bathroom wall, but the shower head bracket was broken.
- xiv. When the bathroom sink tap and the shower were turned on, brown water was observed to be running from both.
- xv. There was evidence of water having gathered in a pail under the kitchen sink, but there was no sign of an active leak at the time of the inspection.
- xvi. The radiators in the kitchen and the hall had been repaired.
- xvii. There were no carpets in either bedroom; the floorboards were bare.
- xviii. Interlinked smoke alarms had been installed in the living room and the hallway. A carbon monoxide monitor had been installed adjacent to the boiler in the living room. There was a heat monitor installed in the kitchen.

### **Reasons for decision**

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

**1. The vents are broken on all the windows and there are holes that let in draughts**

16. The tribunal observed at its inspection that the vents on the wooden tilt and turn windows throughout the house were broken and/ or in poor condition, and did not appear to be functioning correctly. The tenant had covered them in tape, and when the tape was removed, it was observed that the mesh over the vents was missing on some windows and faulty on others. Some vents were not capable of being opened or closed. Although it was not a windy day, there was evidence of draughts around some of the window frames.

17. The tenant told the tribunal that she taped up the window vents in winter, to help keep the house warm, but took the tape off in the summer. She said that the windows in other flats within the building and the wider local area, which she believed were owned by Glasgow Housing Association, had been replaced.

18. The tribunal also observed at its inspection that there was a noticeable draught coming from the bottom right hand side of the rear kitchen door. The tribunal considered that this issue was within the scope of the tenant's application, as both her application and the notification letter sent to the landlord by her solicitor on 12 July 2018 stated: 'the landlord needs to repair all holes in the window *and elsewhere* which are letting in drafts.'

19. The landlord did not dispute that the window vents were not functioning correctly, or that there was a draught coming from the kitchen door. The tribunal determines that neither the windows throughout the house nor the rear kitchen door are wind and watertight.

**2. There are signs of dampness and mould growth throughout the property**

20. At its inspection, the tribunal focused its attention on the areas which had been specifically mentioned in the tenant's notification to the landlord. The tenant confirmed that these were the areas which she wished to complain about. These complaints were: mould growth around the kitchen door; mould growth around the bathroom window and behind the WC; mould growth in the smaller (front) bedroom to the left hand side of the window towards the door, and along the skirting board; and mould growth around the front entrance door.

21. The tribunal observed the following during its inspection:

- High damp readings were taken around the front entrance door.
- There was mould around the rear door in the kitchen. Damp readings were taken around the door, but no signs of damp were observed.
- Damp readings were taken in the smaller (front) bedroom in the areas indicated by the tenant. No signs of dampness were found, but the tribunal observed mould on gym equipment and other items located in that bedroom.
- Damp readings were taken on the rear bathroom wall, but there were no signs of dampness.
- High damp readings were taken around the bathroom window.
- Mould was observed around the WC in the bathroom.

22. It was not possible for the tribunal to ascertain the cause of the dampness and mould which was found at its inspection. It is however the professional opinion of the ordinary member of the tribunal, who is a qualified and experienced surveyor, that the dampness is likely to be the result of

condensation caused by poor ventilation and heating, together with lifestyle issues. These in turn may be related to the issues with the windows and the draught around the kitchen door. Whatever the cause might be, the tribunal considered that there was a need for further investigation. It determined that the house was not wind and watertight at the time of its inspection.

**3. The electric socket in the large bedroom is hanging off the wall**

23. The tribunal observed at its inspection that the electric socket in the rear (larger) bedroom had been fixed back onto the wall. The tenant confirmed at the hearing that she was satisfied that the socket was now working. The tribunal noted that the EICR dated 8 January 2019 showed that the sockets within the house were in full working order. It therefore determined that the socket was in a reasonable state of repair and in proper working order.

**4. The lights under the kitchen cupboard are not working**

24. The tribunal observed at its inspection that the lights under the kitchen cupboard were not functioning. The landlord had submitted to the tribunal a letter from the SELECT registered electrical contractor dated 12 January 2019 confirming that the lights were not operational, due to faulty lamps and a missing fitting. In a further letter of 20 January 2019, the contractor confirmed that he had obtained new under-lights, among other things, which were awaiting installation within the house. The letter stated that he had originally arranged for these to be installed on 17 January, but the tenant had cancelled this as she had received a letter and wished to speak to her lawyer first. He confirmed that the tenant had now said he could have access to the house on 24th January.
25. The landlord said that the lights would have been replaced before the inspection, had the tenant allowed access. The tenant's representative said that, having discussed the matter with her, the tenant was happy to allow access for the work to be done on 24<sup>th</sup> January, and that she was aware that she had a responsibility to allow access to contractors so that the necessary work could be done.
26. The tribunal determined that at the time of its inspection, the lights under the kitchen cupboard were not in a reasonable state of repair and in proper working order. It noted, however, that these were expected to be repaired or replaced on 24 January.

**5. The shower is not attached to the wall securely**

27. The tribunal observed at its inspection that the shower fitting had been re-attached to the bathroom wall, but the shower head bracket was broken. While the tenant had complained about the shower not being securely attached, she had not included in her application a complaint about the shower head bracket. The tribunal determined that the shower was in a reasonable state of repair insofar as it had been re-attached to the wall.
28. While it was unable to make any finding about the shower head bracket because this was not included in the tenant's application, the tribunal observes that replacing this would not be a difficult or expensive repair. It would be open to the tenant if necessary to make a separate application to the tribunal about this issue.

#### **6. The water coming from the shower is discoloured and rusty**

29. When the bathroom sink tap and the shower were turned on by the tribunal at its inspection, brown water was observed to be running from both. The tenant told the tribunal that while there was some variation in the colour of the water, it had been brown fairly constantly for over a year.
30. The landlord told the tribunal that he had contacted Scottish Water, who had advised that there had been no reports of problems with discoloured water in the area. They had also advised him that they were not responsible for the internal water supply within a house. He had also been in touch with the factor for the block about the issue, who had called the tenant to arrange for a plumber to attend. There had been no answer, and the tenant had not called them back. He did not dispute, however, that there appeared to be a problem with the water supply.
31. The tribunal determined that the installations in the house for the supply of water were not in a reasonable state of repair and in proper working order.

#### **7. Water leaks under the kitchen sink**

32. The tribunal observed at its inspection that there was evidence of water having gathered in a pail under the kitchen sink, but there was no sign of an active leak at the time of the inspection. Ms Stevenson told the tribunal that she had recently visited the tenant and had observed the pail to be filled with water to a higher level than that seen at the inspection. The ordinary member of the tribunal asked the tenant whether the leak appeared shortly after using the washing machine, which was connected under the sink. The tenant confirmed that on the occasion referred to by Ms Stevenson, she had recently used the washing machine.

33. It appeared to the tribunal that the water leak may therefore be connected to the tenant's complaint about the washing machine, as discussed below. In any case, the tribunal determined on the basis of the evidence before it that the plumbing underneath the sink was not in a reasonable state of repair and in proper working order, and that it required further investigation.

**8. Clothes smell unpleasant after they have been washed in the washing machine**

34. The tribunal was unable to make any specific finding about this issue, about this issue as, at the inspection, the tenant was unable to provide it with any clothing which had recently been washed. The tribunal considered, however, that this issue may be connected to the other issues which the tenant had complained about in relation to the plumbing and water supply within the house. The tenant confirmed that the washing machine was otherwise functioning properly.

**9. The plumbing throughout the property is problematic**

35. As noted above, the tribunal determines that the installations for the supply of water, and the plumbing under the kitchen sink, are not in a reasonable state of repair or in proper working order. The tribunal therefore considers that a thorough inspection of the plumbing throughout the house is necessary, to ascertain the nature of the issues which exist, and consider how these might be addressed.

**10. The radiator heating system does not work properly**

36. The specific complaints set out in the tenant's application were that: 1) the kitchen radiator cannot be used as water leaks from it when turned on and 2) the hall radiator is not working efficiently and is not properly attached to the wall, and is at an angle meaning heat does not radiate evenly.

37. The tribunal observed at its inspection that the radiators in the kitchen and the hall had been repaired. The tenant confirmed to the tribunal that she was satisfied that they were now operating correctly. The tribunal therefore determined that the radiators were in a reasonable state of repair and in proper working order.

**11. The electric oven does not work**

38. The tribunal observed at its inspection that the electric oven was not functioning. The tribunal noted that the letters from the SELECT registered

electrical contractor dated 12 and 20 January 2019 respectively confirmed that the oven was beyond repair and required replacement, and that he had obtained a new oven unit which was awaiting installation. Again, this was due to be installed on 24th January.

39. The tribunal determined that at the time of its inspection, the oven was not in a reasonable state of repair and in proper working order. It noted, however, that this was expected to be replaced on 24 January.

**12. The dishwasher does not work, as it does not have a flow of water**

40. The tribunal observed at its inspection that the dishwasher was not functioning. The tribunal noted that the letters from the SELECT registered electrical contractor dated 12 and 20 January 2019 respectively confirmed that the dishwasher was beyond repair and required replacement, and that he had obtained a new dishwasher, which was awaiting installation. Again, this was due to be installed on 24th January.

41. The tribunal determined that at the time of its inspection, the dishwasher was not in a reasonable state of repair and in proper working order. It noted, however, that this was expected to be replaced on 24 January.

**13. Both bedrooms need carpets fitted to cover the bare floorboards**

42. The tribunal observed at its inspection that there were no carpets in either bedroom; the floorboards were bare. The tenant told the tribunal that there had been carpets in the bedrooms when she had moved into the house. She had, however, taken these up due to the poor state that they were in as a result of dampness. She had been living in the house for some years before the landlord bought the house, with her living in it as a sitting tenant. The landlord told the tribunal that he did not know whether there were carpets at the time her took over her tenancy.

43. The tribunal notes that the landlord has a responsibility under section 14 (1) of the Act to ensure that the house meets the repairing standard both) at the start of the tenancy, and (b) at all times during the tenancy. Any fixtures, fittings and appliances provided by the landlord under the tenancy were therefore required to be in a reasonable state of repair and in proper working order at the start of the tenancy and during the tenancy.

44. It was not clear from the evidence before the tribunal whether the previous carpets were still in the house when the landlord took over the tenancy, although the tenant's evidence suggested that, if they were still there on or after that date, they were not in a reasonable state of repair or in proper

working order. While it might be expected that the bedrooms would have carpets in them, it was difficult for the tribunal to make a clear finding on this issue. Both parties confirmed, however, that a carpet was due to be fitted in the smaller bedroom on the day following the hearing, and that a carpet would be fitted in the larger bedroom at a later date. The issue therefore appeared to have been resolved.

### Summary of decision

45. On the basis of all the evidence before it, the tribunal determines 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 house meets the repairing standard in that 1) the house is not wind and watertight and in all other respects reasonable fit for human habitation; 2) the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are not in a reasonable state of repair and in proper working order and 3) the fixtures, fittings and appliances provided by the landlord under the tenancy are not in a reasonable state of repair and in proper working order.
46. The tribunal therefore makes a Repairing Standard Enforcement Order (RSEO) as required by section 24 (2) of the Act.

### Rights of Appeal

47. 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.
48. 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..... Date 4/2/19  
Sarah O'Neill, Chairperson

**Housing and Property Chamber  
First-tier Tribunal for Scotland**



**First-tier Tribunal for Scotland (Housing and Property Chamber)**

**SCHEDULE OF PHOTOGRAPHS**

**ADDRESS: 33B GLENACRE DRIVE, GLASGOW G45 9DT**

**DATE: 22<sup>ND</sup> JANUARY 2019**

**REFERENCE: FTS/HPC/RP/18/3097**

**PHOTOGRAPHS: ALL PHOTOGRAPHS TAKEN ON DAY OF INSPECTION**



**FRONT ELEVATION**



**LIVING ROOM WINDOW – VENTS**

*This is the schedule of photographs referred  
to in the foregoing decision dated 9 February 2019  
S O'neil*

*4/2/19*





**DAMP READINGS AT FRONT ENTRANCE DOOR**



**KITCHEN REAR DOOR –“DRY”**



**MOULD ON TRAINING EQUIPMENT**



**SMALL BEDROOM TO FRONT – WINDOW VENTS**



**REAR WALL OF BATHRM – “DRY”**



**BATHROOM WINDOW – “DAMP”**



**MOULD AT REAR OF WC**



**BATHROOM WINDOW**



**REAR BEDROOM - ELEC SOCKET**



**REAR BEDROOM- DRAUGHT AT VENT**



**OVEN**



**DISHWASHER**



**DOWNLIGHTS AT KITCHEN CPDS**



**PLUMBING BENEATH KITCHEN SINK**



**DISCOLOURED WATER AT SINK AND IN BATH**



**BROKEN SHOWERHEAD BRACKET WASHING MACHINE**



**BARE FLOORS IN BEDROOMS**



**HALL RADIATOR**



**KITCHEN RADIATOR**



**GAS FIRE WITH BACK BOILER**

**MIKE LINKS**

**ORDINARY MEMBER (SURVEYOR)**

**HOUSING AND PROPERTY CHAMBER**

**DATE**