

Housing and Property Chamber First-tier Tribunal for Scotland



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

Repairing Standard Enforcement Order: Housing (Scotland) Act 2006 section 24(2)

Chamber Reference FTS/HPC/RP/18/0382

Title number: Subjects registered in the Land Register of Scotland under title number LAN139572

House address: 44 Bartonhall Road, Waterloo, Wishaw, ML2 8EP ('the House')

The Parties

North Lanarkshire Council, Regulatory Services & Waste Solutions, Municipal Buildings, Kildonan Street, Coatbridge, ML5 3LF ('the Third Party Applicant')

Ms Christine James, 8 Rosshall Place, Renfrew, PA4 0BA, represented by Mr John Sparks ('the Landlord')

Ms Amanda Forrest residing at 44 Bartonhall Road, Waterloo, Wishaw, ML2 8EP ('the Tenant')

NOTICE TO

Ms Christine James, 8 Rosshall Place, Renfrew, PA4 0BA

Whereas in terms of their decision dated 24th April 2018, the First-tier Tribunal for Scotland (Housing and Property Chamber) has determined that the Landlord has failed to comply with the duty imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 ("the Act") and in particular the Landlord has failed to ensure that:

The house is wind and water tight and in all other respects reasonably fit for human habitation

The house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire

The house has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health.

The Tribunal now requires the Landlord to carry out such work as is necessary for the purposes 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.

In particular the Tribunal requires the Landlord to:-

1. Repair or replace the roof to ensure that it is wind and watertight, thus rendering the interior of the House reasonably fit for human habitation;
2. Replace any affected insulation, and any defective plasterboard in the ceilings and any other area affected by mould or dampness, to alleviate condensation and dampness affecting the interior of the House, thus rendering the House reasonably fit for human habitation;
3. Reposition the carbon monoxide detector so that it meets the requirements of the Act;
4. Attend to the electrical item highlighted as "C3" in the EICR and to provide a satisfactory electrical certificate confirming that the smoke and heat detectors are correctly installed to meet the requirements of the Act;
5. Make good any damage caused by carrying out any work for the purposes of complying with the duty imposed by Section 14(1)(b) of the Act, in particular any re-plastering and redecoration of affected areas.

The Tribunal order that the works specified in this Order must be carried out and completed within a period of 12 weeks from the date of service of this Notice.

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 Act, 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 executed by Helen Forbes, solicitor, chairperson of the Tribunal at Inverness on 13th May, Two Thousand and Eighteen before this witness:-

H Forbes

M Forbes

_____ chairperson

_____ witness

Margaret Forbes, 67B Glenurquhart Road, Inverness, IV3 5PB

Housing and Property Chamber First-tier Tribunal for Scotland



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

STATEMENT OF DECISION: Housing (Scotland) Act 2006 section 24(1)

Chamber Reference FTS/HPC/RP/18/0382

Title number: Subjects registered in the Land Register of Scotland under title number LAN139572

House address: 44 Bartonhall Road, Waterloo, Wishaw, ML2 8EP ('the House')

The Parties

North Lanarkshire Council, Regulatory Services & Waste Solutions, Municipal Buildings, Kildonan Street, Coatbridge, ML5 3LF ('the Third Party Applicant')

Ms Christine James, 8 Rosshall Place, Renfrew, PA4 0BA, represented by Mr John Sparks ('the Landlord')

Ms Amanda Forrest residing at 44 Bartonhall Road, Waterloo, Wishaw, ML2 8EP ('the Tenant')

Tribunal Members

Ms Helen Forbes (Legal Member)

Mr Robert Buchan (Ordinary Member)

The First-tier Tribunal for Scotland (Housing and Property Chamber) ('the Tribunal') having made such enquiries as it saw fit for the purposes of determining whether the Landlord has complied with the duty imposed by Section 14(1)(b) in relation to the House, determined that the Landlord has failed to comply with the duty imposed by Section 14(1)(b) of the Act.

Background

1. By application received on 22nd February 2018, the Third Party Applicant applied to the First Tier Tribunal for Scotland (Housing and Property Chamber) for a determination as to whether the Landlord has failed to comply with the duties imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 ('the Act').

The Third Party Applicant stated that he considered that the Landlord had failed to comply with her duty to ensure that the House meets the repairing standard, in that the House was not wind and watertight and in all other respects reasonably fit for human habitation; the installations in the house for

the supply of water, gas and electricity and for sanitation, space heating and heating water are in a reasonable state of repair and in proper working order; any fixtures, fittings and appliances provided by the Landlords under the tenancy are not in a reasonable state of repair and in proper working order; any furnishings provided by the landlord under the tenancy are not capable of being used safely for the purpose for which they are designed; the House does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire; and the House does not have satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health. In particular, it was stated:-

*There was no EICR or Gas Safe record at the property
The radiator in the living room and in main bedroom are damaged
The smoke and heat alarms do not meet current standard
There is a hole in the kitchen ceiling with water dripping
Front door is jammed shut
There is a hole in the living room wall (next to window)
No carbon monoxide detector
Inside of the roof is damp and source unknown*

The Third Party Applicant stated that the work required to be done was:

All remedial work required to resolve the repairs listed above.

2. The Third Party Applicant notified the Landlord of the defects on 12th February 2018.
3. As part of the Application to the Tribunal, the Third Party Applicant enclosed the tenancy agreement and a Housing Benefit decision.
4. On 26th February 2018, a Convener of the First-tier Tribunal for Scotland (Housing and Property Chamber), with delegated powers and having considered the application, referred the application under Section 23(1) of the Act to a Tribunal.
5. The Tribunal members were Ms Helen Forbes (Legal Member) and Mr Robert Buchan (Ordinary Member).
6. Notice of Referral to a Tribunal under section 23(1) of the Act was sent to parties on 19th March 2018.
7. On 10th April 2018 the Tribunal issued a Notice of Direction to the Landlord in the following terms:
 1. The Landlord is required to present a copy of the current Electrical Installation Condition Report (EICR) in respect of the Property with the First-tier Tribunal for Scotland (Housing and Property Chamber), 3rd Floor, Glasgow Tribunals Centre, 20 York Street, Glasgow, G2 8GT by 19th April 2018.

In the event that there is no current EICR, the Landlord is required to:

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, and lodge this report as described above.

2. The Landlord is required to present a copy of a current Gas Safety Certificate in respect of the Property with the First-tier Tribunal for Scotland (Housing and Property Chamber), 3rd Floor, Glasgow Tribunals Centre, 20 York Street, Glasgow, G2 8GT by 19th April 2018.

In the event that there is no current Gas Safety Certificate, the Landlord is required to:

Engage a Gas Safe Registered Engineer to carry out an inspection of the gas systems in the property and complete a Gas Safety Certificate and lodge this certificate as described above.

8. On 20th April 2018 the Landlord's representative, Mr John Sparks, emailed the Tribunal in the following terms:

'I include information below regarding all the repairs in 44 Bartonhall Road:

- 1. EICR completed and passed by MES Contracts– awaiting certificate – expected this evening. Will scan and send copy.*
- 2. Gas safety record – copy enclosed.*
- 3. Hole and water in kitchen – heating pipe had pinhole. Repaired and ceiling made good*
- 4. Heat and smoke alarms – replaced and renewed*
- 5. Front door jam – mechanism repaired*
- 6. Holes in walls – all holes have been repaired*
- 7. Radiator in main bedroom and living room – all loose radiators have been refixed*
- 8. New CO alarms have been fitted*
- 9. Investigate source of damp from roof – We are replacing the roof as we have been advised the tiles are now porous and no longer fully waterproof. We have had two quotations and expect to start the work in May 2018.*

Can you advise me whether the hearing will proceed, as we have carried out the works and investigations required.

The Landlord's representative also provided a Gas Safe Certificate to the Tribunal.

Inspection

9. The Tribunal attended at the House on 24th April 2018. The weather was dull, calm and dry. The House is a semi-detached three-bedroomed timber clad ex-local authority property built around 1950. There is gas central heating. The windows are single-glazed. The Tenant was present. The Landlord was not present. The Landlord's representative, Mr John Sparks, was present. Mr Ewan Miller, a Legal Member of the First-tier Tribunal for Scotland (Housing and Property Chamber) was also present at the inspection for the purposes of observation. The Tribunal inspected the alleged defects and found as follows:-

9.1 *There was no EICR or Gas Safe record at the property*

The Landlord had lodged a Gas Safe Certificate with the Tribunal on 20th April 2018. Although the gas safe checks had been passed, the contractor had recorded 'ignition faulty'.

The Landlord's representative said that he had tried to lodge the EICR with the Tribunal case worker the previous day in PDF format but it had not been possible to access the PDF.

9.2 *The radiator in the living room and in main bedroom are damaged*

Both radiators had been fixed to the wall with plywood. The repair was effective, but unsightly, with rough edges to the plywood.

9.3 *The smoke and heat alarms do not meet current standard*

There was a heat alarm in the kitchen, and interlinked hard-wired smoke detectors in the living room and lower and upper hallways. They appeared to meet current requirements.

9.4 *There is a hole in the kitchen ceiling with water dripping*

The hole in the kitchen ceiling had been repaired. A further coat of plaster was still to be applied.

9.5 *Front door is jammed shut*

The front door had been repaired and was in proper working order.

9.6 *There is a hole in the living room wall (next to window)*

The hole in the living room wall had been repaired. A final coat of plaster had been applied on the day of the hearing. There was another area on the wall that looked to be in the early stages of deterioration.

9.7 *No carbon monoxide detector*

A carbon monoxide detector had been fitted in the cupboard under the stairs where the gas boiler is situated. The detector was fitted close to the boiler at a low level.

9.8 *Inside of the roof is damp and source unknown*

The Ordinary Member accessed the roof space using a ladder. The entirety of the roof timbers and the internal plasterboard was black with mould.

There was black mould on the ceiling in the bedroom to the rear. There was black mould in the fitted wardrobe in the bedroom to the front.

Photographs were taken during the inspection and are attached as a schedule to this report.

Discussion on the application

10. Following the inspection the Tribunal held a hearing at the Jim Foley Community Centre, John Street, Craigneuk, Wishaw. The Tenant and the Landlord's representative were in attendance. Mr Ewan Miller was also in attendance for the purposes of observation. He did not take part in the hearing.

Preliminary issues

11.

11.1 The Legal Member asked the Landlord's representative why the Direction had not been complied with timeously. The Landlord's representative said he had tried to lodge the EICR the previous day, as mentioned previously. He had problems with his printer and could not print the certificate out to bring to the hearing. The Legal Member reminded the Landlord's representative that the Direction had required that both the EICR and the Gas Safe Certificate be lodged by 19th April 2018, and that it was an offence not to comply with a Direction from the Tribunal.

The Tenant said that there was an EICR there when she moved into the House, six years ago, but there had not been one since then.

In response to questions from the Ordinary Member as to why there was no existing EICR, the Landlord's representative said that there had been

a question over whether they could continue to let the House, given the problems with the roof. The costs were high, and he and the Landlord were concentrating on that matter.

11.2 The Legal Member pointed out that the Third Party Applicant had ticked the box on the application form indicating that furnishings provided under the tenancy were not capable of being used safely for the purpose for which they were intended. The Tenant confirmed that there were no furnishings provided under the tenancy, therefore, this matter did not have to be considered by the Tribunal.

12. The Tribunal discussed the matters raised by the Tenant.

12.1 *There was no EICR or Gas Safe record at the property*

The Tenant said there had never been a Gas Safe Certificate for the House. The Ordinary Member pointed out that the Gas Safe Certificate that had been lodged on 20th April 2018 showed there was a faulty ignition on the gas boiler. The Landlord's representative said he had not noticed that and would have it looked into.

The Landlord's representative said that he would provide the EICR to the Tribunal without any further delay. The EICR was subsequently submitted to the Tribunal office and is commented on below.

12.2 *The radiator in the living room and in main bedroom are damaged*

The Tenant said that the radiator in the living room and in the main bedroom were falling off the wall, and the problem had started about two years ago, gradually getting worse. She reported this to the Landlord last April, when the fence was being repaired. She said she was satisfied that the problem had now been addressed.

The Landlord's representative said that he had no recollection of the problem being mentioned two years ago. He accepted that it had been notified and said that he had his head in the sand because of the roof situation.

The Ordinary Member said that the repair to the radiators, namely using plywood to fix the radiators to the wall, was haphazard, and the plywood had rough edges that could cause injury.

The Landlord's representative said that he too was unhappy with the repair, and would ask the contractor to alter it. He undertook to look into the matter this week.

12.3 *The smoke and heat alarms do not meet current standard*

The Tenant confirmed that new smoke detectors and a heat detector had been installed last week.

The Landlord's representative said that there had previously been linked smoke detectors in place, but the contractor that carried out the EICR inspection said that they were not up to current standards.

12.4 There is a hole in the kitchen ceiling with water dripping

The Tenant said that the repair to the ceiling was fixed on the Friday before the hearing. The problem had started last year, and there had been a slight drip through the kitchen ceiling, then it became heavier, before stopping. When the heating was turned on, the drip started again. The Tenant said she was satisfied with the repair, although a further coat of plaster was still to be applied.

The Landlord's representative said that the kitchen ceiling had previously been replaced. He was initially unsure whether this leak was coming from the bath. When the ceiling was opened up further, he could see a drip on a heating pipe under the bathroom floor. The first heating engineer did not turn up. The second heating engineer discovered a pinhole leak in the pipe. The contractor was due to come back and finish the plastering the following day.

12.5 Front door is jammed shut

The Tenant said that the front door had been jammed closed for over a year, after the handle broke. She had notified this to the Landlord. A new mechanism had now been fitted and she was satisfied that the door was in good working order.

The Landlord's representative said there was no excuse for not dealing with the door when the problem was notified. He said he was shocked to hear that it had been faulty for such a long period. He had asked the roofer to deal with it and had thought a replacement door would have to be fitted. However, a contractor had been able to fit a new mechanism.

12.6 There is a hole in the living room wall (next to window)

The Tenant said the hole had appeared gradually, about a year ago. It had been fixed last week, and a further layer of plaster had been applied that morning. She was unsure whether it had been repaired satisfactorily. The condensation in the House is continuous and another area on the other side of the window now looked to be going the same way.

The Landlord acknowledged there was a problem with condensation; however, he said, it was difficult to be specific as to the cause. He had no way of knowing if the windows were opened regularly or if washing was dried in the house. The windows are single-glazed and this does not help.

Responding to questions from the Ordinary Member, the Landlord's representative agreed that the problem with damp in the living room may well be coming from the issue with the roof. He said that the original single-glazed windows had never been replaced.

The Tenant said that the windows are open every day. The problem with condensation has been the same throughout the duration of the tenancy.

12.7 No carbon monoxide detector

The Tenant said the detector was fitted by the Landlord's representative the previous evening. There had not been a detector in the House prior to that.

The Landlord's representative said that the contractor that carried out the Gas Safe check was supposed to fit the detector, but had failed to do this. In response to questions from the Ordinary Member as to why it had taken so long to attend to this matter, the Landlord's representative said he could not give a reason.

There was some discussion about the positioning of the detector, as it was thought it may be too low and too close to the boiler. The Landlord's representative undertook to look into this matter promptly.

The Tenant confirmed that she was satisfied with the situation.

12.8 Inside of the roof is damp and source unknown

The Tenant said this had been an ongoing issue for some years. Tiles had previously been replaced, as had some ridge tiles and gutters. Last year, the gutters began to overflow again, and the Tenant noticed damp coming through the ceilings upstairs. She took her Christmas decorations down from the loft and they were mouldy and ruined. There was also mould under the sofa in the living room.

The Landlord's representative said he was unaware of the mould underneath the sofa. He had asked a roofer to look at the problem with the roof in October 2017. The advice given was that the roof would have to be replaced and the cost quoted was £12,000 to £15,000. He had recently had a quote that was less than half of the previous quotes, and he was awaiting a further quote. The next stage would be to replace the roof, and he hoped the work would be carried out in June.

Responding to questions from the Tribunal Members as to what arrangements would be made for accommodating the Tenant and her family while the work was being carried out, the Landlord's representative said that the family would not have to leave the property as the roof would be waterproof throughout the repair. The Ordinary Member said it was complacent of the Landlord to think the family could

stay in the property while the work was carried out. The Tenant had been extremely patient and the Landlord had continued to receive rent throughout the duration of the let. The Ordinary Member said he had never seen a roof in such poor condition and the Landlord ought to be aware of her obligations in terms of legislation. It may be the case that the Tenant was entitled to compensation for the inconvenience that would be caused by the roof repair, and for the impact of the considerable neglect they have suffered over the past few years. The condition of the roof, and the ensuing dampness, was likely to cause health problems for the family.

The Tenant said that her son has asthma, which is worsened by dampness.

The Landlord's representative acknowledged the seriousness of the issue and apologised to the Tenant. He undertook to try and bring forward the repair and to consider the question of whether the family would have to be rehoused during the roof repair. The roof would be replaced along with the guttering, soffits and timbers. He said he had not realised that moss on the roof would be exacerbating the situation. Responding to the Ordinary Member's comment that the Tenant would have to be fully involved in discussions about the roof repair, the Tenant acknowledged that the Landlord's representative was good at keeping her informed. The Landlord's representative reiterated his apology to the Tenant.

Summary of the issues

13. The issues to be determined are:

13.1 The House is not wind and watertight and in all other respects reasonably fit for human habitation (Section 13(1)(a) of the Housing (Scotland) Act 2006).

Whether the state of the roof means that the House is not wind and watertight or reasonably fit for human habitation. Whether the damp within the property, and the holes in the kitchen ceiling and living room wall, render the House reasonably unfit for human habitation.

13.2 The structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order (Section 13(1)(b) of the Housing (Scotland) Act 2006).

Whether the front door is in a reasonable state of repair and in proper working order.

13.3 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 (Section 13(1)(c) of the Housing (Scotland) Act 2006).

Whether the radiators are in a reasonable state of repair and in proper working order.

13.4 The House does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire (Section 13(1)(f) of the Housing (Scotland) Act 2006).

Whether the House has satisfactory provision for detecting fires and giving warning in the event of fire or suspected fire.

13.5 The house does not have satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health (Section 13(1)(g) of the Housing (Scotland) Act 2006).

Whether there is a suitably fitted carbon monoxide detector.

Findings of fact

14. (i) The tenancy between the parties commenced on 7th May 2013.
- (ii) The written tenancy agreement describes the tenancy as a Short Assured Tenancy.
- (iii) The House was let unfurnished.
- (iv) The House is a semi-detached single-glazed timber clad three bedroomed former local authority property.
- (v) The Landlord is the heritable proprietor of the House which is registered under title number LAN139572. The House was registered in the Land Register on 5th March 2008.
- (vi) The Tenant has notified the Landlord and her representative of concerns in relation to the state of the House over recent years. The repairs were not attended to timeously.
- (vii) Recent repairs had been carried out to the holes in the living room wall and the kitchen ceiling.
- (viii) The radiators had been secured to the wall in the living room and main bedroom using plywood.
- (ix) The roof is in poor repair, and is allowing ingress of water. The House is not wind and watertight.

- (x) The condition of the roof is causing dampness and condensation within the House.

15. The Tribunal determined that:

- 15.1 The House is not wind and watertight and in all other respects reasonably fit for human habitation (Section 13(1)(a) of the Housing (Scotland) Act 2006).**

There is water ingress to the House through the roof. The condition of the roof and the ensuing dampness and condensation renders the House unfit for human habitation.

The holes in the living room wall and the kitchen ceiling have now been repaired, but not redecorated.

- 15.2 The structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order (Section 13(1)(b) of the Housing (Scotland) Act 2006).**

The front door is now in a reasonable state of repair and in proper working order.

- 15.3 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 (Section 13(1)(c) of the Housing (Scotland) Act 2006).**

The radiators have now been fixed to the wall, therefore the Tribunal did not find a failure of this section. The Tribunal noted that the Landlord's representative gave an undertaking to have the repair reviewed to see whether a more suitable method of fixing the radiators to the wall could be found.

The Gas Safe certificate indicated that the system had passed the relevant checks. The Landlord's representative undertook to have the faulty ignition on the gas boiler investigated.

- 15.4 The House does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire (Section 13(1)(f) of the Housing (Scotland) Act 2006).**

Although new heat and smoke detectors have been fitted, the electrical report subsequently provided by the Landlord does not cover them. The Scottish Government Statutory Guidance on electrical installations in private rented property states that "A smoke alarm installed from 3

September 2007 onwards should be wired from the consumer unit, so should be included in a check of electrical safety."

15.5 The house does not have satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health (Section 13(1)(g) of the Housing (Scotland) Act 2006).

There is a carbon monoxide detector fitted in the cupboard that houses the boiler, which is the only room with a combustion appliance. The Landlord has not positioned the detector in accordance with clear guidance and so is in breach of this section

Observations

16. The Tribunal Members were extremely concerned at the delays on the part of the Landlord and her representative in dealing with repairs following early notification from the Tenant. Relatively simple repairs such as the radiators and the front door were ignored for an unacceptable period of time, as were the repairs to the ceiling and the wall. The Landlord ignored her legal responsibilities to carry out periodical gas and electrical checks. The repairs and checks were eventually undertaken at a very late stage, just before the inspection and hearing, suggesting that, were it not for the application to the Tribunal, the repairs and checks would not have been carried out. Both the electrical and gas reports highlight other matters but it was apparent that the reports had not been read suggesting that these further matters might not be attended to. The roof has been allowed to deteriorate to a standard of significant disrepair, causing considerable distress and discomfort to the Tenant and her family. It is obvious that there has been an appalling disregard for the health and wellbeing of the tenant and her young children

The Tribunal does not have power to compel the Landlord to re-house the Tenant and her family while repairs to the roof are carried out, or to order compensation in respect of past inconvenience and costs that will be incurred in heating and de-humidifying the House after the roof repair has been carried out. However, the Tribunal hopes that the Landlord will ensure that, if necessary, suitable arrangements are made to re-house the Tenant and her family, and to compensate her for any extra costs involved in drying out the House.

The Tribunal observed that the Landlord should investigate whether or not a Building Warrant is required for the works to the roof.

Decision

17. The Tribunal accordingly determined that the Landlord has failed to comply with the duties imposed by Section 14(1)(b), of the Act, as stated. The Tribunal proceeded to make a Repairing Standard Enforcement Order as required by section 24(1).

18. The decision of the Tribunal was unanimous.

Right of Appeal

19. 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 the order is suspended until the appeal is abandoned or finally determined, and where the appeal is abandoned or finally determined by confirming the decision, the decisions and the order will be treated as having effect from the day on which the appeal is abandoned or so determined.

H Forbes

Signed

Legal Member and Chairperson

Date: 24th April 2018

This is the schedule of photographs referred to in
the foregoing Statement of Decision dated 24th
April 2018

H Forbes

Photographs taken during the inspection of
44 Bartonhall Road, Waterloo, Wishaw, ML2 8EP

Legal Member
Cubness
13th May
2018



Front



Street

Photographs taken during the inspection of
44 Bartonhall Road, Waterloo, Wishaw, ML2 8EP



Rear



Rear roof detail

Photographs taken during the inspection of
44 Bartonhall Road, Waterloo, Wishaw, ML2 8EP



Radiator in the living-room



Bedroom radiator

Photographs taken during the inspection of
44 Bartonhall Road, Waterloo, Wishaw, ML2 8EP

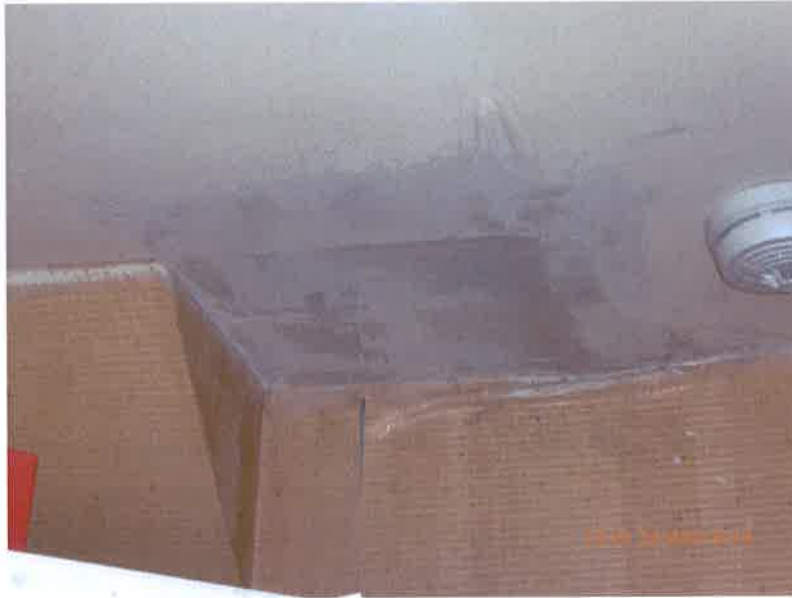


Smoke detector



Heat detector

Photographs taken during the inspection of
44 Bartonhall Road, Waterloo, Wishaw, ML2 8EP



Repaired ceiling in the kitchen



Front door

Photographs taken during the inspection of
44 Bartonhall Road, Waterloo, Wishaw, ML2 8EP



Repaired wall in the living-room



Boiler and carbon monoxide detector

Photographs taken during the inspection of
44 Bartonhall Road, Waterloo, Wishaw, ML2 8EP



Mould on ceiling of the first floor



Dampness in the roof space

Photographs taken during the inspection of
44 Bartonhall Road, Waterloo, Wishaw, ML2 8EP



Roof space