



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

**Statement of Decision of the First-tier Tribunal for Scotland
(Housing and Property Chamber) under section 60(5) of the
Housing (Scotland) Act 2006**

Chamber Ref: FTS/HPC/RP/22/1503

**1, The Old Waterhouse, Old Largs Road, Greenock, PA16 9AR being the
subjects registered in the Land Register of Scotland under Title number
REN121846 (“the Property”)**

The Parties:-

**Michelle Brandt residing at 1, The Old Waterhouse, Old Largs Road,
Greenock, PA16 (“The Tenant”)**

**Alexander Ewing and Mrs Maura Ewing residing at 12 Caddlehill Street,
Greenock, PA16 8TU (“The Respondents”)**

Tribunal Members:

Jacqui Taylor (Chairman) and Donald Wooley (Ordinary Member)

1. Background

1.1 The Tenant moved into the Property on 3rd January 2022 and commenced a private residential tenancy on that date. Alexander Ewing is heritable proprietor of the Property. The Applicant pays rent of £850 per month. The Applicant was not provided with a tenancy agreement.

1.2 The Tenant applied to the Tribunal for a determination of whether the Respondents have failed to comply with the duties imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 (‘the Act’).

2. Application

The application by the Tenant dated 20th May 2022 stated that she considered that the Respondents have failed to comply with their duty to ensure that the Property meets the repairing standard. She advised that the property is not wind and watertight and in all respects reasonably fit for human habitation; the structure and exterior of the Property (including drains, gutters and external pipes) are not in a reasonable state of repair and proper working order; the installations in the Property 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 proper working order; the fixtures, fittings and appliances provided by the Landlords under the tenancy are not in a reasonable state of repair and proper working order; that the Property does not have satisfactory provision for detecting fires and for giving warning in the

event of fire or suspected fire; the Property does not have satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous for health and the Property does not meet the tolerable standard.

In particular the application stated that the work that needed to be carried out was as follows:

- 2.1 There is a leak in the conservatory.
- 2.2 There is water ingress through the bedroom window.
- 2.3 There is water ingress from the window in the atrium on the top level of the property.
- 2.4 There are draughts under the doors and windows of the property.
- 2.5 The guttering around the front entrance/hallway of the Property is rotten and does not work effectively. A section of guttering is not attached.
- 2.6 The roofing and external wooden panels in the Property have not been fitted correctly or are broken.
- 2.7 The water pressure in the showers is very low.
- 2.8 In the bathroom on the top floor of the Property the cistern on the toilet takes around one hour to fill up after flushing and the water runs continuously whilst it is doing so.
- 2.9 The electrical sockets in the Property are not fitted correctly and the applicant believes that they are dangerous.
- 2.10 The applicant has not provided the certificates for the gas and electrical supplies.
- 2.11 The heating system is faulty and is not effective in heating the Property. Some radiators do not heat at all and some only release a low heat when turned up to the highest setting. The radiators have not been drained and cleaned.
- 2.12 There is a light socket and switch hanging out of a hole in the wall.
- 2.13 There are approximately ten recessed light fittings which require the light bulbs to be fixed and fitted as they are hanging out.
- 2.14 There is some laminate flooring missing in the hallway.
- 2.15 The carpets are a trip hazard as they are not fitted correctly. They are frayed in several areas and they are also stained.
- 2.16 The en suite bathroom next to the master bedroom has no lock on the door. It is a jack and jill bathroom as two other bathrooms can access it.
- 2.17 There are no towel rails in the bathroom.
- 2.18 The shower doors on both showers appear to have been incorrectly fitted or are the wrong size. Even when the doors are shut water escapes from the doors.
- 2.19 The skirting boards in the kitchen and living room are not fitted properly and are coming away from the walls, leaving gaps.
- 2.20 The piping behind the kitchen sink and living room are not fitted properly and are coming away from the walls, leaving gaps.
- 2.21 The applicant stored some plastic containers in this area and they filled with water which makes the applicant believe that there is excessive moisture coming from the area.
- 2.22 The fire alarm system in the Property is not working correctly.
- 2.23 The Respondent has not provided the Applicant with certificates for the carbon monoxide system.

- 2.24 The Property does not have a satisfactory provision for heating.
- 2.25 The electrical installation in the property does not comply with relevant requirements.
- 2.26 The water supply should be inspected and any remedial works carried out.
- 2.27 The Gas Safety Certificate has not been provided.

3. In support of the application the Applicant provided a copy of an undated letter from Inverclyde Council. The items in the letter are summarised below:

- 3.1 Fire Detection within property not interlinked.
- 3.2 Broken pane of glass in main bedroom to rear of property
- 3.3 Moisture between panes & window not wind tight in main bedroom.
- 3.4 Counter top round sink is loose.
- 3.5 Hole in cupboard under sink unit.
- 3.6 Two switches in the kitchen one near the hobs & one by the shelf to the LHS of the extractor are loose & hanging.
- 3.7 French doors in the kitchen and the front door are not wind tight. Tenant also advised French doors in kitchen are difficult to open.
- 3.8 Extractor in utility area is not working.
- 3.9 Holes in the unit under the wash hand basin in the ground floor WC.
- 3.10 Carpet is loose on the stairs.
- 3.11 Carpet is loose between bedrooms and upstairs landing, potential for trip hazard at top of stairs.
- 3.12 Front bedroom/study a number of down lights have not been connected.
- 3.13 Shower in bathroom on top landing leaks.
- 3.14 Ball cock is defective in top bathroom toilet, once flushed cistern keeps flowing.
- 3.15 Garden wall tiles are loose.

4 Notice of Acceptance

On 6th June 2022, Martin McAllister, as Convenor of the First-tier Tribunal (Housing and Property Chamber), signed the Notice of Acceptance which stated that he had considered the application, comprising documents received between 20th May 2022 and 24th May 2022, and he referred the application under Section 22 (1) of the Act to a Tribunal.

5 Inspection

The Tribunal attended at the Property at 10.00 am on 5th August 2022. The Applicant was present at the inspection. The Respondents were not present at the inspection and they were not represented.

The property, comprises a 2 storey and attic, 5/6 apartment end terraced house with “conservatory” extension. It is part of a former “industrial building” which has undergone conversion and renovation as part of a residential development. Located at a height of approximately 150 metres above sea level, occupies an elevated and exposed position with an open north facing aspect. Access to the property is taken from the public road via a driveway shared with other co-proprietors.

The outer walls are of brick construction and the roof is pitched clad externally with slates, incorporating front and rear facing “velux” windows at attic level. The extension, referred to within the application as a “conservatory” is of predominantly brick construction under a pitched slate roof

Photographs were taken during the inspection and are attached as a Schedule to this Decision.

6. First Hearing on 5th August 2022

This case called for a teleconference Hearing at 14.00 on 5th August 2022. The Applicant and the Respondents attended the Hearing.

6.1 The Tribunal determined that items 2.16 and 2.17 of the application do not form part of the Repairing Standard.

6.2 As the Respondents did not attend the inspection the hearing was continued to ensure that parties had a copy of the inspection report before them at the hearing.

The hearing was adjourned to 10am on 22nd September 2022 by teleconference.

7. Continued Hearing on 22nd September 2022

This case called for a teleconference Hearing at 10.00 on 22nd September 2022. The Applicant and the Respondents attended the Hearing.

Throughout the hearing it was apparent to the Tribunal that the relationship between the parties was particularly tense. The Tribunal clarified that the parties should only give the Tribunal representations in relation to the matters contained within the Repairing Standard application. The parties tended to comment on other matters and had to be reminded by the Tribunal that their representations should not include matters outwith the Repairing Standard application. Both parties were given an opportunity to make representations in relation to the detail of the application. The hearing lasted for two hours and twenty minutes.

7.1 Notification

Section 22(3) of the Housing (Scotland) Act 2006 provides that no application may be made to the Tribunal unless the tenant has notified the landlord that work requires to be carried out for the purpose of complying with the repairing standard. The Tribunal determined that the following items had not been notified to the Landlords and could not be considered by the Tribunal:

2.3 There is water ingress from the window in the atrium on the top level of the property.

2.6 The roofing and external wooden panels in the Property have not been fitted correctly or are broken.

2.11 The heating system is faulty and is not effective in heating the Property. Some radiators do not heat at all and some only release a low heat when turned up to the highest setting. The radiators have not been drained and cleaned.

2.19 The skirting boards in the kitchen and living room are not fitted properly and are coming away from the walls, leaving gaps.

2.20 The piping behind the kitchen sink and living room are not fitted properly and are coming away from the walls, leaving gaps.

2.21 The applicant stored some plastic containers in this area and they filled with water which makes the applicant believe that there is excessive moisture coming from the area.

2.24 The Property does not have a satisfactory provision for heating.

7.2 Clarification of who the landlords are.

The Tribunal invited both parties to advise the Tribunal if they consider both the Respondents to be landlords of the Property:

7.2.1 Mrs Brandt advised as follows:

She was advised by Mr Ewing that Mrs Ewing had nothing to do with the Property and he was the sole Landlord. However early dealings had been with Mrs Ewing. She doesn't know whether or not Mr and Mrs Ewing are joint landlords.

7.2.2 Mr and Mrs Ewing advised as follows:

They had been preparing the Property for sale. Mrs Brandt had been sleeping on a neighbour's couch when their neighbour suggested that Mr and Mrs Ewing could lease the Property to Mrs Brandt. Mrs Ewing had asked Mrs Brandt to pay a sum of money in return for which they would hold the Property for her. The Property is owned solely by Mr Ewing. Mr Ewing is the registered landlord. The rent is paid into Mr and Mrs Ewing's joint account. Mr Ewing is the sole Landlord.

The Tribunal considered the parties' representations. They considered the deposit receipt, which was in the following terms:

'Landlord
Maura Ewing
12 Caddlehill street
Greenock
PA168TU

Deposit for holding:

Accommodation: 1, The Water House, Old Largs Road, Greenock, PA15 9GR
Tenant: Miss Michelle Tanjia, 10/12 The Harbourside, Inverkip

Received from Michelle Tanjia the sum of £800 in respect of a deposit to reserve the property at 1 The Waterhouse, Old Largs Road, Greenock on today 10th November 2021 and until 3rd January 2022. If within this time period either party retracts from the contract set the other party will hold the £800. Having reviewed on January 3rd 2022 rent will be set at £850 per month and council tax will start commencing on this date or whenever the tenant receives the keys and takes residence if this being earlier than 3rd January 2022. When tenant takes residence a further contract will be set between landlord and tenant.

Regards
Maura Ewing'

It was agreed that Michelle Tanja and Michelle Brandt were the same person.

Considering that (i) Mr Ewing was the heritable proprietor on the Property in terms of Land Certificate REN121846 (ii) Mr Ewing is the registered landlord and (iii) the rent is paid into an account in the joint names of Mr and Mrs Ewing, Mr Ewing is a landlord of the Property.

Considering that (i) the holding deposit refers to Mrs Ewing as being landlord and (ii) the rent is paid into an account in the joint names of Mr and Mrs Ewing, Mrs Ewing is also a landlord of the Property.

Therefore, the Tribunal determined that both Mr and Mrs Ewing are joint landlords of the Property.

7.3 Representations

In connection with the notified repairs detailed in the application the parties advised as follows:

2.1 There is a leak in the conservatory.

Mrs Brandt acknowledged that the conservatory was dry at the inspection. She explained that the leak is evident during periods of heavy rain in January to April.

Mr Ewing advised that he has plans to replace the wooden sections of the conservatory with UPVC. The work has not been carried out already as he was unable to obtain access to the Property.

2.2 There is water ingress through the bedroom window.

Mrs Brandt acknowledged that the bedroom window was dry at the inspection. She explained that the leak is evident during periods of heavy rain in January to April and she has video evidence which shows the water ingress.

Mr Ewing advised that the Property is a substantial investment and he wishes to repair any defects but has had difficulty obtaining access.

2.4 There are draughts under the doors and windows of the property.

Mrs Brandt acknowledged that there were no draughts apparent at the inspection. She explained that the draughts are particularly bad during periods of windy weather during January to March.

Mr Ewing explained that if access is granted the draughts will be fixed.

2.5 The guttering around the front entrance/hallway of the Property is rotten and does not work effectively. A section of guttering is not attached.

Mr Ewing explained that if access is granted the guttering will be fixed.

2.7 The water pressure in the showers is very low.

Mrs Brandt explained that when the outside temperature is cold the water pressure within the Property is adversely affected.

Mr Ewing explained that the water pressure could be adjusted by altering the stop cock.

2.8 In the bathroom on the top floor of the Property the cistern on the toilet takes around one hour to fill up after flushing and the water runs continuously whilst it is doing so.

Mrs Brandt explained that the cistern of the toilet can continue to run for two hours after the toilet has been flushed.

Mr Ewing advised that the problem can be fixed in two minutes.

2.9 The electrical sockets in the Property are not fitted correctly and the applicant believes that they are dangerous and 3.6 Two switches in the kitchen one near the hobs& one by the shelf to the LHS of the extractor are loose & hanging.

Mr Ewing advised that his electrician had been unable to gain access to carry out the repairs.

2.10 The applicant has not provided the certificates for the gas and electrical supplies.

Mrs Brandt was very concerned that the certificates had not been provided at the start of the tenancy.

Mr Ewing advised that as Mrs Brandt required entry to the Property early in January he had agreed that the certificates would be obtained during January but this did not happen due to difficulties obtaining access.

2.12 There is a light socket and switch hanging out of a hole in the wall.

Mr Ewing advised that his electrician had been unable to gain access to carry out the repairs.

2.13 There are approximately ten recessed light fittings which require the light bulbs to be fixed and fitted as they are hanging out.

Mr Ewing advised that his electrician had been unable to gain access to carry out the repairs.

2.14 There is some laminate flooring missing in the hallway.

Mr Ewing advised that he had not had time to carry out this small repair before Mrs Brandt moved into the Property.

2.15 The carpets are a trip hazard as they are not fitted correctly. They are frayed in several areas and they are also stained.

Mr Ewing advised that there was no trip hazard evident when he was in the Property.

2.18 The shower doors on both showers appear to have been incorrectly fitted or are the wrong size. Even when the doors are shut water escapes from the doors.

Mr Ewing advised that he had spent money on having the showers installed. The snagging could have been repaired by his contractor if access had been provided.

2.22 The fire alarm system in the Property is not working correctly and 3.1 Fire Detection within property not interlinked.

Mrs Brandt explained that there as there were no fire alarms when she took entry to the Property she arranged for the fire brigade to inspect the Property and they fitted a number of battery operated smoke alarms.

As far as he could recall there were hardwired smoke alarms in the halls. If access were to be provided his electrician could carry out the necessary repairs.

2.23 The Respondent has not provided the Applicant with certificates for the carbon monoxide system.

Mr Wooley clarified that there is no requirement within the Repairing Standard for certificates to be provided for the installation of carbon monoxide alarms.

2.25 The electrical installation in the property does not comply with relevant requirements.

Mr Ewing advised again that he requires access to the Property to carry out the necessary repairs.

2.26 The water supply should be inspected and any remedial works carried out.

Mr Ewing advised that there are mixer valves at the two toilets upstairs they need to be increased in the winter and decreased in the summer.

2.27 The Gas Safety Certificate has not been provided.

Mr Ewing advised that access was not provided to enable the gas safety engineer to carry out the inspection and issue the gas safety certificate.

3.2 Broken pane of glass in main bedroom to rear of property.

Mrs Brandt confirmed that the broken pane of glass had been repaired.

3.3 Moisture between panes & window not wind tight in main bedroom.

Mrs Brandt explained that in cold weather and rain there was condensation between the window panes.

Mr Ewing explained that if the windows have failed they need to be replaced.

3.4 Counter top round sink is loose.

Mrs Brandt advised that the counter top around the sink is held in place by its own weight.

Mr Ewing explained that the kitchen had been fitted by a joiner and this would be a snagging matter that the joiner should fix.

3.5 Hole in cupboard under sink unit.

Mrs Brandt explained that there is a draught from under the kitchen sink as the back panel is missing.

Mr Ewing acknowledged that the missing back plate would be fitted.

3.7 French doors in the kitchen and the front door are not wind tight. Tenant also advised French doors in kitchen are difficult to open.

Mr Ewing explained that the Property is 17 years old and if the doors do not operate properly they need to be repaired.

3.8 Extractor in utility area is not working.

Mrs Brandt explained that the extractor fan in the utility room does not work.

3.9 Holes in the unit under the wash hand basin in the ground floor WC.

Mr Ewing suggested that the wash hand basin unit may not have included a back plate.

3.10 Carpet is loose on the stairs.

The parties made no additional comments.

3.11 Carpet is loose between bedrooms and upstairs landing, potential for trip hazard at top of stairs.

The parties made no additional comments.

3.12 Front bedroom/study a number of down lights have not been connected.

The parties made no additional comments.

3.13 Shower in bathroom on top landing leaks.

The parties made no additional comments.

3.14 Ball cock is defective in top bathroom toilet, once flushed cistern keeps flowing.

The parties made no additional comments.

3.15 Garden wall tiles are loose.

Mr Ewing acknowledged that the wall tiles need to be repaired but explained that they had not been repaired already due to difficulties in obtaining access.

8. The issues to be determined are:-

8.1 The Property 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 leak in the conservatory; the water ingress through the bedroom window; the draughts under the doors and windows of the Property and the moisture between the window panes in the main bedroom results in them not being wind and water tight and in all other respects reasonably fit for human habitation.

8.2 The structure and exterior of the Property (including drains, gutters and external pipes) are not in a reasonable state of repair and proper working order (Section 13(1) (b) of The Housing (Scotland) Act 2006).

Whether the condition of the guttering around the front entrance/hallway of the Property; the French doors in the kitchen and the front door and the garden wall tiles results in them not being in a reasonable state of repair and proper working order.

8.3 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 proper working order (Section 13(1) (c) of The Housing (Scotland) Act 2006).

Regulation 36 of the Gas Safety (Installation and Use) Regulations 1988 requires landlords to have a Gas Safety Certificate carried out for all gas installations within their rental properties annually.

The Housing (Scotland) Act 2014 introduced the requirement for landlords to have an Electrical Installation Condition Report (EICR) carried out on all electrical installations, fixtures and fittings within their rental properties. All tenancies must have a valid EICR, a copy of which must be provided to the tenant. The EICR lasts for 5 years and must include Portable Appliance Tests (PAT) for all electrical appliances within the tenancy supplied by the landlords.

Therefore the Tribunal have to consider if valid Gas Safety Certificates and EICR certificates been provided and furthermore, notwithstanding the presence of the required certification, to consider if the apparent condition of the installations including the electrical sockets in the Property; the light socket and switch which are hanging out of a hole in the wall; the recessed light fittings and the downlights in the front bedroom/ study and the loose kitchen switches give cause for concern sufficient to render them not in a reasonable state of repair and in proper working order.

The Tribunal have also to consider if the water pressure in the showers; the condition of the cistern of the toilet in the top floor bathroom and the condition of the water supply render them not in a reasonable state of repair and in proper working order.

8.4 The fixtures, fittings and appliances provided by the Landlords under the tenancy are not in a reasonable state of repair and proper working order (Section 13(1) (d) of The Housing (Scotland) Act 2006).

Whether the condition of the missing laminate flooring in the hall; the ill-fitting and stained carpets; the ill-fitting shower doors; the loose counter top in the kitchen the hole in the cupboard under the sink unit; the extractor fan in the utility area; the holes in the unit underneath the wash hand basin in the ground floor wc result in them not being in a reasonable state of repair and proper working order.

8.5 The house does not comply with the Tolerable Standard as (i) it does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire and (ii) it does not have satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health (Section 13(1) (h) of The Housing (Scotland) Act 2006).

The Tribunal must determine if the carbon monoxide detectors in the Property comply with the statutory requirements.

The Tribunal must also determine if the Property has the required heat and smoke detectors as specified in the Scottish Ministers' guidance 'Fire detection in private rented properties'.

The guidance requires:

- (i) One functioning smoke alarm in the room which is frequently used by the occupants for general daytime living purposes.
- (ii) One functioning smoke alarm in every circulation space, such as hallways and landings.
- (iii) One heat alarm in every kitchen and
- (iv) The alarms should be ceiling mounted and
- (v) The alarms should be interlinked.

8.2 Determinations:

8.2.1 The Property 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).

The Tribunal determine that:

- (i) There was no ongoing evidence of water penetration to the conservatory and bedroom window at the inspection. They acknowledge that there were isolated areas of flaking and stained paintwork which may be indicative of historic water penetration but the conservatory and bedroom window were dry at the inspection.

- (ii) There was no significant evidence of draughts under the doors and windows of the Property at the inspection.
- (iii) There was some evidence of moisture within the double-glazed unit in the main bedroom. However, the moisture present did not obscure the visibility through the window and did not affect the functioning of the window.
- (iv) The condition of the conservatory, bedroom window, the doors and windows of the Property and the main bedroom window does NOT result in these items not being wind and water tight and in all other respects reasonably fit for human habitation.

The Tribunal acknowledge that the Property occupies an exposed north facing site with open aspects across the Firth of Clyde. Although they found no evidence of penetrating damp or draughts at the inspection the Tribunal accepted that they may occur on occasions of bad weather due to the open aspect enjoyed by the Property. However, this does not prevent the Property from being wind and water tight and reasonably fit for human habitation.

8.2.2 The structure and exterior of the Property (including drains, gutters and external pipes) are not in a reasonable state of repair and proper working order (Section 13(1) (b) of The Housing (Scotland) Act 2006).

The Tribunal determine that:

- (i) In the area of the front, single storey entrance projection the guttering was defective, eave boards were rotten and a section of the down pipes was missing.
- (ii) The French doors in the kitchen do not open fully and do not operate correctly.
- (iii) A number of the garden wall tiles were loose and some were missing. Consequently, these items NOT in a reasonable state of repair and proper working order.

The Tribunal also determine that the front door operated properly at the inspection and was consequently in a reasonable state of repair and proper working order.

8.2.3 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 proper working order (Section 13(1) (c) of The Housing (Scotland) Act 2006).

The Tribunal determine that no Gas Safety Certificate has been provided by the Landlords as required.

The Tribunal determine that no EICR certificate has been provided by the Landlords as required.

The Tribunal determine that the visible defects to the electrical installation (the fused electrical sockets in the kitchen cupboards; the light switch at the utility cupboard and the recessed light fittings and the downlights in the front

bedroom/ study) and the absence of a valid EICR results in the electrical installation NOT being in a reasonable state of repair.

The Tribunal determined that as the cistern of the toilet took over forty minutes to reset after flushing it was NOT in a reasonable state of repair and proper working order.

The Tribunal determined that the water pressure in the showers and the general water supply was acceptable at the inspection. There was hot water supply to the kitchen and both bathrooms. The temperature of the hot water is adequate throughout the Property and although noticeably hotter at ground floor level than on the second floor the water supply was in a reasonable state of repair and proper working order.

8.2.4 The fixtures, fittings and appliances provided by the Landlords under the tenancy are not in a reasonable state of repair and proper working order (Section 13(1) (d) of The Housing (Scotland) Act 2006).

The Tribunal determined that the missing section of laminate flooring in the hall; the staining to the carpets; the counter top in the kitchen being held in place by its own weight; the hole in the cupboard under the sink unit and the holes in the unit underneath the wash hand basin in the ground floor wc were de minimis matters and therefore they were not breaches of the Repairing Standard.

The Tribunal determined that the fact that the shower doors did not fit correctly and had gaps between the door and the shower frame resulted in them NOT being in a reasonable state of repair and proper working order.

The Tribunal determined that the extractor fan in the utility area is not functioning and therefore it is NOT being in a reasonable state of repair and proper working order.

The Tribunal also determined that the ill-fitting carpets were a trip hazard and consequently they were NOT in a reasonable state of repair and proper working order.

8.2.5 The house does not comply with the Tolerable Standard as it 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 (Section 13(1) (g) of The Housing (Scotland) Act 2006). (Section 13(1)(h) Housing (Scotland) Act 2006).

The Tribunal determined that the Property does not have the required heat and smoke detectors as specified in the Scottish Ministers' guidance 'Fire detection in private rented properties'.

The guidance requires:

- (ii) One functioning smoke alarm in the room which is frequently used by the occupants for general daytime living purposes.
- (ii) One functioning smoke alarm in every circulation space, such as hallways and landings.
- (iii) One heat alarm in every kitchen and
- (vi) The alarms should be ceiling mounted and
- (vii) The alarms should be interlinked.

The Tribunal also determined that the carbon monoxide alarm in the Property has not been fixed in position and consequently it does not comply with the statutory requirements.

8.3. The Tribunal accordingly determined that the Landlords have failed to comply with the duties imposed by Sections 13 (1)(b)(c)(d) and (h) of the Act, as stated.

9. The decision of the Tribunal was unanimous.

10. Appeals

A landlord or tenant 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.

J.Taylor- Legal Member/Chairperson.