

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 60

Chamber Ref: PRHP Ref: RP/16/0154

Title No: LAN 17171

Property at 16 Clyde House, The Furlongs, Hamilton, ML3 0BA (“the Property”)

The Parties:-

Iftikhar Ahmed, 37 Royal Gardens, Bothwell; Iftikhar Ahmed, c/o Igloo Estate Agents, 2 Gateside Street, Hamilton, ML3 7JG (“the Landlord”)

Christopher Travers, 16 Clyde House, The Furlongs, Hamilton. ML3 0BA

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 Repairing Standard Enforcement Order made on 16 July 2016 determined that the Landlord has complied with the Order and that a Certificate of Completion to that effect should be issued

The Tribunal comprised:-

Mrs Josephine Bonnar, Chairperson

Mr Mike Links, Surveyor Member

Background

1. By application received on 19 April 2016 the Tenant applied to the Private Rented Housing Panel for a determination of whether the Landlord had failed to comply with the duties imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 (“the Act”).
2. The Application by the Tenant stated that the Tenant considered that the Landlord had failed to comply with his duty to ensure that the house meets the repairing standard and in particular that the Landlord had failed to ensure that:- 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; any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in

proper working order; and the house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire. Specifically the Tenant complained of dampness and mould in the property, defective windows, rotting frames and a broken pane of glass in the living room, a broken door entry handset, damaged front door frame, broken lights and a lack of smoke detectors in the property.

3. The Private Rented Housing Panel served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon both the Landlord and the Tenant on 19 May 2016.
4. Following service of the Notice of Referral the Letting Agent made written representations to the Committee on behalf of the Landlord. These indicated that most of the works had been completed and that the windows should be repaired by 27 June 2016. No response nor written representations were received from the Tenant.
5. The Committee inspected the Property on the morning of 30 June 2016. The Tenant and the letting agent, Suzanne Mitchell were present during the inspection.
6. Following the inspection of the property the Committee held a hearing at Brandon Gate, Leechlee Road, Hamilton. The Tenant and the Letting Agent, Suzanne Mitchell Letting were both present and gave evidence.
7. Following the hearing the Committee proceeded to make a Repairing Standard Enforcement Order in relation to the property. In terms of the RSEO the Landlord was required (1) To instruct a suitably qualified window contractor to repair the windows in the living room, kitchen and bedroom so that they are in a reasonable state of repair and proper working order, or to replace the windows, (2) To clean the walls in the kitchen and bedroom with fungicidal cleaner and repaint the walls, (3) To replace the handset for the door entry system and carry out such repairs as are necessary to ensure the system is in proper working order, and (4) to install mains wired interlinked smoke detectors in the living room and hall and a heat detector in the kitchen. The Landlord was required to complete the works within a period of 4 weeks.
8. The Surveyor Member of the Committee re-inspected the property on 31 August 2016. Only the letting agent was present. A re-inspection report was issued. In terms of the re-inspection report the Surveyor member confirmed that the living room, kitchen and bedroom windows had been renewed. The mould on the kitchen and bedroom had been removed and the walls re-decorated. The door entry handset had been replaced and is in working order. Hard wired interconnecting smoke detectors had been installed in the hall and living room. The Surveyor Member noted however that an alarm has been installed in the kitchen but it was not clear if it was a heat detector as required by the RSEO. In addition the kitchen window was still defective.

9. The re-inspection report was issued to the parties for their comments. The Tenant submitted written representations. He indicated that the mould had not been cleaned, only painted over. He also complained of a number of other issues namely the front door and the pipe behind the toilet. These were not issues which the Landlord required to address in terms of the RSEO. The Landlord made written representations. He confirmed that the walls were washed with sugar soap and then fungicidal product. Thereafter they were painted 3 days later. He also indicated that another window contractor had been instructed in relation to the outstanding window repair. The letting agent also made representations stating that the smoke detector in the kitchen had been replaced by a heat detector and that a new kitchen window was still needed but that access had been difficult as a result of the tenant being absent from the property for a number of weeks
10. The Surveyor Member carried out a further re-inspection on 31 October 2016. The letting agent, Suzanne Mitchell and the Tenant were both present. The Surveyor Member noted that the defective kitchen window has now been replaced and there is now a heat detector in the kitchen. The Re-inspection report was issued to the parties for their comments.
11. Prior to the second re-inspection the Tenant had confirmed to the PRHP that he did not wish to attend a further hearing and that a decision could be taken without a further hearing. Following receipt of the second re-inspection report the Landlord also confirmed that a further hearing was not required. The Landlord also stated that all outstanding works had been carried out.

Reason for decision

- 12 The Tribunal considered the re-inspection reports dated 31 August 2016 and 31 October 2016 and the representations from the parties. At the first re-inspection it was noted that most of the works stipulated in the RSEO had been completed. The Tenant disputed this complaining that the mould had not been cleaned but only painted over. He also complained about a problem with the door, which was not covered by the RSEO and a leak from the toilet which was not part of the application. There was also reference to other unspecified repairs issues. The Landlord disputed the complaint about the mould and provided the Tribunal with details of how it had been cleaned. The Tribunal is satisfied from the visual re-inspection and the additional information provided that the mould has been dealt with appropriately in terms of the RSEO. The Tribunal did not require to consider the Tenants other complaints as there were not matters covered by the RSEO. All other work in terms of the RSEO has been carried out although the defective kitchen window and the heat detector were only attended to after the first re-inspection and therefore not within the time stipulated within the RSEO.

13 The Tribunal therefore concluded that the RSEO has been complied with and that it would be appropriate to issue a certificate of completion.

Decision

14 The Tribunal accordingly determined that the Landlord had complied with the Repairing Standard Enforcement Order and that a certificate of completion to that effect should be issued

15 The decision of the Tribunal was unanimous

Right of Appeal

A Landlord, Tenant or Third party aggrieved by the decision of the Tribunal may seek permission to appeal from the First-Tier Tribunal on a point of law only within 30 days of the date the decision was sent to them.

Effect of section 63

Where such an appeal is made, the effect of the decision and of 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 decision and the order will be treated as having effect from the day on which the appeal is abandoned or so determined.

J Bonnar

Signed.

.....Date 7 December 2016

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



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

**Certificate of Completion of work: Housing (Scotland) Act 2006
Section 60**

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Title Number LAN 17171

Property at 16 Clyde House, The Furlongs, Hamilton, ML3 0BA (“the Property”)

The Parties:-

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Christopher Travers, 16 Clyde House, The Furlongs, Hamilton ML3 0BA (“the Tenant”)

CERTIFICATE OF COMPLETION

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) hereby certifies that the work required by the **Repairing Standard Enforcement Order** relative to the Property dated 16 July 2016 has been completed. Accordingly, the said Repairing Standard Enforcement Order relative to the property has been discharged.

A landlord, tenant or third party applicant aggrieved by the decision of the tribunal may seek permission to appeal from the First-tier Tribunal on a point of law only within 30 days of the date the decision was sent to them.

In witness whereof these presents typewritten are executed by Josephine Bonnar, Solicitor, Chairperson of the Tribunal at Motherwell on 7 December 2016 before this witness:-

J Bonnar

____ Witness

Chairperson

____ G Bonnar ____ Name in full

____ 58 PORT DUNDAS ROAD Address

____ GLASGOW
