

Housing and Property Chamber

First-tier Tribunal for Scotland



Statement relative to Certificate of Completion of Work issued by the First-tier Tribunal for Scotland (Housing and Property Chamber) ('the tribunal')

Under section 60 of the Housing (Scotland) Act 2006

Case Reference Number: PRHP/RP/15/0339

Re: All and whole the flat 3/2, 108 Dundrennan Road, Glasgow, G42 9SH, being part and portion of the tenement of houses at the block known as 108 Dundrennan Road, aforesaid, all as more particularly described in the Disposition by the Trustees of John Thom with consent of Nevis Property Company Limited, to Abbey National Building Society, dated, 7, 10 and 12 March and recorded in the Division of the General Register of Sasines for the County of Glasgow on 27 March, all nineteen hundred and fifty two (4600/132) ("the house")

Land Register Title No: GLA203934

The Parties:-

Mr David Clelland, residing at the house ("the tenant")

York and District Investment Company Limited, having its registered office at 137 Scalby Road, Scarborough, North Yorkshire, YO12 6TB, a subsidiary company of Broadland Properties Limited which is related to Nevis Property Company Limited, having its registered office at 56 George Street, Edinburgh EH2 2LR, also a subsidiary company of Broadland Properties Limited, the title to the property remaining in the name of the said Nevis Property Company Limited ("the landlord")

Tribunal members: – Sarah O'Neill (Chairperson); Carol Jones (Ordinary Member, Surveyor))

Background

1. The Private Rented Housing Committee ('the committee') issued a Repairing Standard Enforcement Order (RSEO) in respect of the house on 16 March 2016.
2. The RSEO required the landlord to:

1. Replace all windows throughout the property, in order to ensure that the property is wind and watertight and in all other respects reasonably fit for human habitation.
2. Engage a suitably qualified and registered electrical contractor to repair or replace as necessary the immersion heater within the property, in order to ensure that the installation for heating water is in a reasonable state of repair and in proper working order.
3. Repair or replace the right-hand window on the landing between the second and third floors of the tenement as necessary to ensure that it is in a reasonable state of repair and proper working order, and in particular to stop any water ingress when it rains.
4. Repair or replace the ceiling above the window on the landing between the first and second floors of the tenement as necessary to ensure that it is safe, and is in a reasonable state of repair and in proper working order.

The committee ordered that the works specified in the order must be carried out and completed within the period of four weeks from the date of service of the RSEO.

3. Following a re-inspection of the house carried out by the ordinary (surveyor) member of the committee on 12 May 2016, the committee varied the RSEO on 26 July 2016, extending the period for the completion of the works for three months until 26 October 2016. A further re-inspection was carried out on 15 November 2016, following which the committee issued a further variation of the RSEO extending the period for the completion of the works until 16 December 2016.
4. On 1 December 2016, the functions of the committee were transferred to the First-tier Tribunal for Scotland (Housing and Property Chamber), consisting of the same two members.
5. A third re-inspection was carried out by the ordinary (surveyor) member of the tribunal on 6 March 2017. Following the issue of the re-inspection report, a further inspection and hearing was arranged at the request of the parties, in order that the tribunal might make a determination as to whether the landlord had complied with the RSEO.
6. Following the re-inspection and hearing on 4 May 2017, the tribunal determined that the works required in respect of items 2,3 and 4 of the RSEO had been completed. It determined, however, that the landlord had failed to comply with item 1 of the RSEO. While the landlord had replaced all of the windows in the

house with brand new UPVC double glazed units, these did not meet the repairing standard because the fixed windows were all located above the tilt and turn units, making safe cleaning from inside the flat impossible. The ordinary (surveyor) member had also observed at the re-inspection that there was still evidence of drafts and leaks as a result of the windows not being sealed properly.

7. The tribunal therefore issued a decision that the landlord had failed to comply with the RSEO in terms of section 26(1) of the Act on 13 May 2017. It made a Rent Relief Order (RRO) on the same date.
8. On 18 May 2023, an email was received from Redpath Bruce, the landlord's current letting agent, advising that the windows had now all been replaced and requesting that the RSEO be removed from the house.
9. The tribunal carried out a further re-inspection of the house on 19 June 2023. At its re-inspection, the tribunal noted that the landlord had replaced the windows again with new UPVC double glazed units. The design of the windows, with the fixed sections located below the tilt and turn units, now allowed for safe cleaning from within the flat. The tribunal noted, however, that the windows in the bedroom and bathroom had not been sealed adequately. There were gaps around the surrounding PVC trims, and the tenant continued to complain of water running down the internal surface of the bedroom window from above during spells of heavy rain. A copy of the re-inspection report dated 19 June 2023 is attached to this statement of reasons.
10. The re-inspection report was sent to the parties on 21 June 2023, asking them to send any response to the tribunal by 5 July 2023. No response was received from either party by that date. On 27 July 2023, the tribunal administration wrote to both parties on behalf of the tribunal, advising that following the re-inspection, it was not satisfied that the windows in the bedroom and the bathroom were wind and watertight and in all other respects reasonably fit for human habitation. The tribunal would not therefore issue a certificate of completion and discharge the RSEO and/or the RRO until it was satisfied that the works had been completed and that all of the windows are wind and watertight and otherwise meet the repairing standard.
11. On 20 September 2023, an email with photographs of the windows attached was received from Redpath Bruce on behalf of the landlord, stating that the bedroom and bathroom windows had now been sealed. The tribunal wrote to the tenant on 6 October and 1 November, asking him to confirm whether he was now satisfied that the bedroom and bathroom windows were now sealed and were wind and watertight. A response was received by email on 1 November. The tenant stated that the bedroom and bathroom windows had now been sealed as

instructed, but that water was now coming in at the top right hand side of the living room window. He said that Redpath Bruce had been informed, but had not taken any action to resolve this.

12. On 3 November 2023, an email was received from Redpath Bruce, stating that the water ingress was not due to any issues with windows themselves, but to an external factor with the fabric of the building, namely that the gutters required cleaning. They stated that they had discussed the matter with the property factor, Redpath Bruce Property Management, who had confirmed that gutter cleaning had been instructed.
13. On 28 November 2023, a further email, together with an invoice from Border Roofers Ltd dated 27 November 2023 was received from Redpath Bruce advising that the property factor had now confirmed that the gutter cleaning had been completed.
14. The tribunal wrote to the tenant on 7 and 22 December 2023, asking him to confirm whether he was satisfied that: 1) the water ingress through the living room window had now been addressed and 2) all of the repairs set out in the RSEO have now been completed.
15. A response was received from the tenant in an email of 30 December 2023, stating that the repair work has now been completed and that there had been no further water ingress through the windows,
16. Having taken into account the findings of the re-inspection report and the various pieces of correspondence received from the parties as outlined above, the tribunal is satisfied that the required works have been completed and that the landlord has now complied with item 1 of the RSEO . The tribunal therefore determines on the basis of all the evidence before it that the works required by the RSEO have been completed satisfactorily, and that the appropriate Certificate of Completion in terms of section 60 of the Act should be issued.

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.

Signed.....
Sarah O'Neill, Chairperson

Date: 12 January 2024