

# Housing and Property Chamber

## First-tier Tribunal for Scotland

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

**Statement of Reasons: Housing (Scotland) Act 2006 Section 24**

**Chamber Ref: FTS/HPC/RT/23/3454**

**Property: 105 Mary Street, Laurieston, Falkirk FK2 9PR ('The House')**

**Title reference: STG5877**

**The Parties: -**

**Arfan Ahmed, L&T Dental Group, c/o Property 4 U, 434 Cathcart Road, Glasgow G42 7BZ ('the landlord')**

**Mutiu Abdussalam, formerly of 105 Mary Street, Laurieston, Falkirk FK2 9PR ("the tenant")**

**Falkirk Council, Private Sector Team, The Forum, Suite 2, Callendar Business Park, Falkirk FK1 1XR ("the third party")**

### **Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ('the tribunal') having made such enquiries as are fit for the purposes of determining whether the landlord has complied with the Repairing Standard Enforcement Order dated 30 January 2024 determined to extend the period for the landlord to comply with the RSEO until 26 November 2024.**

**The Tribunal consisted of: -**

**Mary-Claire Kelly, Chairing and Legal Member**

**Sara Hesp, Ordinary Member (surveyor)**

## **Background**

1. By application dated 29 August 2023, the third party applied to the First-tier Tribunal (Housing and Property Chamber) 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.
1. An inspection and hearing took place on 22 January 2024. The landlord's agent Zubair Inwar who was authorised to represent the landlord and Craig Beatt, private sector officer from the third party were in attendance at the inspection and hearing.
2. Following the hearing the Tribunal issued a Repairing Standard Enforcement Order (RSEO) in respect of the application. The RSEO required the landlord to carry out the following works within 3 months of the date of service of the RSEO:

*Carry out repairs as are necessary to the property to ensure that the front bedroom in the property is not affected by penetrating dampness and is watertight*

## **Re-inspection and hearing**

3. A re-inspection and hearing were scheduled for 26 August 2024. The reinspection took place at 10.30 am. The landlord's representative Mr. Inwar was in attendance. No other parties were present.
4. Prior to the inspection Mr. Inwar had contacted the Tribunal to advise that there had been a serious fire in the property adjacent to 105 Mary Street. He explained that there had been smoke damage and possible structural damage to the property as a result.
5. At the inspection the Tribunal observed that the property adjacent to 105 Mary Street had been seriously damaged. The entire roof had been destroyed as had the interior of the property. The stone build exterior walls appeared to be intact however the interior was entirely exposed to the elements.
6. The property which had been burnt shared a common wall with 105 Mary Street, Falkirk. There did not appear to be any visible damage to the exterior of the property at 105 Mary Street, however it was clear that there had been a significant fire event and that investigations would be required to confirm

whether there had been any structural damage prior to the property being re-let.

7. The property was unoccupied and had not been occupied since the previous inspection. There was evidence of smoke damage throughout. There was also evidence of water ingress into the property as a result of efforts by the fire service to deal with the blaze in the adjoining property.
8. Following the re-inspection a teleconference was held at 2pm. Mr. Inwar and Mr. Beatt were in attendance. Mr. Inwar advised that since the fire the gas and electricity had been switched off in the property. He advised that the landlord has submitted an insurance claim to cover the cost of damage arising from the fire next door. Mr. Inwar explained that a loss adjuster had been appointed. Mr. Inwar advised that the landlord was awaiting confirmation that a structural report would be prepared to assess whether the property was safe to occupy. In addition, the claim would cover the cost of repairing damage to the interior and redecorating. Mr. Inwar advised that it was the landlord's intention that the property should be fully repaired and redecorated. Mr. Inwar explained that it had not been possible to carry out the works due to the fire and investigation by the insurance company. Mr. Inwar sought more time to allow the insurance company to investigate the issue and for appropriate repairs to be carried out. Mr. Inwar advised that he had limited information on what would be happening to the neighbouring property where the fire had taken place, and he did not know if that property would be reinstated or demolished. He was also unsure how long it would take for the insurance company to progress matters.
9. Mr. Beatt stated that he had no objection to further time being allowed. He was aware of the fire that had taken place but did not have any information as to whether the neighbouring property would be demolished.

### **Reasons for decision**

10. Based on the written representations of the parties, the reinspection and the evidence at the hearing the Tribunal was satisfied that the RSEO had not been complied with. However, it was clear that there had been a major fire in the adjoining property which had caused a delay in the works being carried out.

11. The Tribunal accepted Mr. Inwar's evidence that the matter was in the hands of the insurance company and that a full structural assessment would be necessary to assess the level of remedial works required. The Tribunal accepted that the landlord's intention was that work to comply with the RSEO would be carried out as part of those repairs works.
12. The Tribunal noted that the third party had no objection to an extension to the period of time for the RSEO to be complied with.
13. The Tribunal considered 3 months a reasonable period for progress to be made in relation to the outstanding RSEO.

### **Decision**

The tribunal determined to extend the period for the landlord to comply with the RSEO to 26 November 2024.

MC Kelly

Chairperson:

Date: 26 August 2024