

Housing and Property Chamber

First-tier Tribunal for Scotland



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

Statement of Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Sections 26 and 27 of the Housing (Scotland) Act 2006

Re: 43 Buchan Road, Troon, KA10 7BT (“the House”)

Title number: AYR 15272

Chamber Ref: FTS/HPC/RP/23/4027

Miss Vikki Malcolm and Mr Robert Ward, residing at the House (“the Tenant”)

Ms Kathryn Lydon, 18 Benton Street, Hadleigh, IP7 5AT (“the Landlord”)

Tribunal Members:

Nicola Weir (Legal Member) and Donald Wooley (Ordinary Member)

DECISION

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) determined that the Landlord has failed to comply with the Repairing Standard Enforcement Order (“RSEO”) dated 2 April 2024 in respect of the House and that a Rent Relief Order under Section 27 of the Housing (Scotland) Act 2006 should be made.

Background

1. By application received on 14 November 2023, the Tenant applied to the Tribunal in terms of Section 22 of the 2006 Act claiming breach of the Repairing Standard by the Landlord in respect of various repair issues affecting the House. The repairs issues identified in the application and

which had been notified by the Tenant to the Landlord by email in advance of submitting the application to the Tribunal, were as follows:-

- The flat is not wind and watertight due to the front door seal being broken so it does not fully close which creates a whistling noise and a draft
- All of the windows with the exception of the living room have broken catches (one window is completely broken) so if opened they will not close properly again which mean the wind and rain get in
- A hole in the roof at the back bedroom/bathroom which is creating black mould on the ceiling and throughout the bathroom
- There is inadequate ventilation in the property as the extractor fan is clogged so is ineffective and also because the windows cannot be opened
- The guttering at the front of the property is also broken
- The shower is leaking
- Gas Safety Check will need done after 14 November 2023.

The application paperwork advised that these repairs were outstanding, despite having been notified to the Landlord's letting agent and, following their withdrawal from acting for the Landlord, to the Landlord herself. Supporting documentation was submitted with the application, including a copy of the tenancy agreement (Private Residential Tenancy commencing 29 July 2022), some photographs of the property and some copy email correspondence with the Landlord's former letting agent, The Property Box, and with the Landlord herself.

The Tribunal obtained a copy of the title deed and Landlord Registration details in respect of the House and it was noted that both are in the name of the Landlord and appeared to be in order.

2. On 14 December 2023, a Legal Member of the Tribunal, acting under delegated powers in terms of Rule 9 of The First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017 ("the Rules") issued a Notice of Acceptance of the Application. Notice of Referral to the Tribunal, Inspection and Hearing was issued to the parties on 29 January 2024, requesting that any written representations should be lodged with the Tribunal by 19 February 2024. Notification to the Landlord was by the Royal Mail Recorded Delivery/'signed for' service. A 'track and trace' delivery receipt (reference KD130567910GB) was obtained by the Tribunal Administration from Royal Mail indicating that delivery was made on 1 February 2024 and signed for.
3. No written representations were lodged by or on behalf of the Landlord. On 6 February 2024, the Tenant lodged some further documentation, being copy email correspondence between herself and the Landlord's former letting agent November 2023, spanning the period 26 September 2022 to 28 June 2023. Some of the later emails had also been copied to

the Landlord direct and to the local authority, South Ayrshire Council (Environmental Health and Landlord Registration).

Inspection and Hearing

4. The Tribunal Members inspected the House on 15 March 2024 at 10am. The Tenant, Miss Vikki Malcolm, was in attendance. Following the Inspection of the House, the Tribunal held an in-person Hearing at 12.15pm at Russell House, King Street, Ayr, KA8 0BQ. The Tenant, Miss Vikki Malcolm, was in attendance. The commencement of the Hearing was delayed by 5 minutes to give the Landlord an opportunity to attend late but she did not do so.
5. Following the Inspection and Hearing, the Tribunal determined that the Landlord had failed to comply with duties imposed by Section 14(1)(a)(c) and (d) of the 2006 Act to ensure that the House meets the Repairing Standard. The Tribunal thereafter proceeded to make a Repairing Standard Enforcement Order (“RSEO”) as required by Section 24(1) of the 2006 Act. A detailed Statement of Reasons Decision dated 26 March 2024, together with the Schedule of Photographs taken during the Inspection by the Ordinary (Surveyor) Member and the RSEO dated 2 April 2024 were issued to parties.
6. The RSEO required the Landlord, within a period of 12 weeks, to:-

“1) Repair or as necessary replace all the single glazed windows within the House to ensure that they provide adequate ventilation, can be opened and closed properly, are in a reasonable state of repair, in proper working order and that the House is wind and watertight and in all other respects reasonably fit for human habitation; and to make good the surrounding decoration.

2) Instruct a suitably qualified specialist to undertake a detailed survey of the House to identify the cause(s) and full extent of the condensation, damp, damp staining and mould throughout and any necessary remedial action. Any reports, quotations or receipts in respect of the repairs should, when available, be submitted to the Tribunal for consideration. Thereafter all necessary repairs to remedy these defects should be completed, and any resultant decoration made good to ensure that the House is in a reasonable state of repair, wind and watertight and in all other respects reasonably fit for human habitation.

3) Repair or as necessary replace the extractor fan in the bathroom to clear the debris gathered with the fan and to ensure that it is fully functional, in a reasonable state of repair and in proper working order.

4) Instruct a suitably qualified contractor to renew or replace the defective or missing roof tiles and the broken and missing sections of fascia and soffit boards above the House to ensure that the roof is in

a reasonable state of repair, fully wind and watertight, free of nesting birds and that the House is reasonably fit for human habitation.

- 5) *Repair or as necessary renew the defective eaves guttering above the living room window to ensure that it is in a reasonable state of repair and in proper working order.*
- 6) *Repair or as necessary renew the leaking electric shower fitting in the bathroom to ensure that it is in a reasonable state of repair and in proper working order.*
- 7) *To submit to the Tribunal an up to date and satisfactory Gas Safety Record from a Gas Safe registered engineer in relation to the House.*
- 8) *To submit to the Tribunal an up to date, satisfactory and complete Electrical Installation Condition Report (EICR) in respect of the installations in the House for the supply of electricity and the electrical fixtures and fittings, including the smoke and heat detectors, and a Portable Appliance Test (PAT) in respect of any portable electrical appliances supplied by the Landlord from a suitably qualified and registered SELECT, NICEIC or NAPIT contractor to ensure that the installations in the house for the supply of electricity are in a reasonable state of repair and in proper working order.”*

Further procedure

7. Following the issuing of the RSEO and related documentation referred to above, there was a considerable volume of correspondence between the parties and the Tribunal and also between the parties and the local authority, South Ayrshire Council, which was copied to the Tribunal. The Landlord initially sought advice from the Tribunal which she was advised could not be given and was advised to seek her own advice. The Landlord advised of difficulties and delays with the local authority concerning the common repairs to the roof. She indicated that she could not afford to replace the windows and was having difficulty finding a contractor who would just repair the window latches but was making further enquiries in this regard. The Landlord asked the Tenant to send her some photographs of the interior and indicated that she was considering instructing a cleaning company to attend to the cleaning of the mould. She requested that the Tenant send her dimensions of the extractor fan so that this could be replaced and asked the Tenant for confirmation that the shower had now been fixed. The Tenant provided the dimensions and photographs requested and confirmed that the shower was replaced, although there was still a slight issue with the height of the showerhead. The Tenant advised the Landlord of the difficulties for herself and her family living in the property in its present condition. The Landlord responded to the Tenant, advising that she was doing her best to sort things out but did not have unlimited funds. She also blamed the property management company that she had previously employed for not attending to things properly on her behalf.

8. Following the expiry of the 12 weeks' compliance period specified in the RSEO, the parties were asked by the Tribunal if they considered the RSEO had been complied with and also if it should be varied or revoked.
9. The Tenant responded on 13 August 2024 stating that the works had not been completed, other than the roof and guttering, which the local authority had attended to, due to a leak in one of the bedrooms and the penetrating dampness. She attached a copy of a report dated 9 April 2024 from the Environmental Health department confirming that the house did not meet the tolerable standard and stated that this led to the local authority then repairing the roof as soon as possible thereafter. The Tenant stated that the Landlord was not aware these works had been completed until the Tenant informed her. The Tenant also confirmed that the shower had been replaced on 7 June 2024 and was now in working order with no leaks. She did not wish to RSEO varied or revoked.
10. On 9 September 2024, the Landlord responded. She confirmed that she agreed that the works specified in the RSEO had not been completed. She explained that she was in the process of replacing the extractor fan and reiterated that she was having difficulty finding a contractor to repair the window catches. She stated that the contractor wished to replace the windows but that she cannot afford to do this so was still considering her options. The Landlord indicated that she would like the Tribunal to consider a variation or revocation of the RSEO but did not specify further, other than stating that if she cannot get the window catches repaired, she will consider replacing the windows if possible. The Landlord stated that the roof works had been completed at considerable cost to her and that she expected this would allow the property to dry out and solve the mould problem. She had asked the Tenant for further updates and awaited her response.
11. In view of these responses, the Tribunal decided to proceed with the Re-inspection of the property which had been scheduled to take place on 1 October 2024.

Re-inspection

12. The Re-inspection took place on 1 October 2024 at 10am. The Tenant was in attendance. Reference is made to the attached Re-inspection Report prepared by the Ordinary Member of the Tribunal dated 1 October 2024 which details the Tribunal's findings on Re-inspection and incorporates photographs showing the position as at the date of the original Inspection on 15 March 2024 and the position as at 1 October 2024. The Tribunal found that some of the works required by the RSEO had been completed, but others remained outstanding, namely items numbered 1,2,3,7 and 8 detailed in paragraph 6 above. These related to the windows; specialist damp survey report re condensation and mould; bathroom extractor fan; Gas Safety Certificate; and EICR (Electrical Installation Condition Report).

13. The re-inspection Report was issued to parties on 3 October 2024, requesting any comments within 14 days. Nothing further was received from the Tenant and neither party requested a further Hearing.
14. On 28 October 2024, the Landlord emailed the Tribunal, explaining that she was a self-employed sole trader who has been experiencing financial issues with increasing mortgage rates, insurance costs, etc; that she has been trying to resolve the issues with the property; that the roof repairs were carried out by the local authority at considerable cost to the Landlord; that she had experienced difficulties with the local authority with delays and communication issues; that she cannot get the windows replaced as she does not have funds to do so, although she could replace one window to assist the Tenant; that the window vents can be opened to alleviate the condensation issues; that she considers that it was the roof issues that were the main cause of the damp and mould and that the brickwork may not have fully dried out following the roof repairs six months ago and that the windows may not have been manufactured properly to cope with the inclement Scottish weather; that she had tried to get the contractor who fitted the shower to re-attend to fix the issue with the height of the showerhead, but without success; that the leak in the bedroom ceiling had been repaired; and that the initial Tribunal reports were not detailed enough to identify what the specific defects were, nor suggest solutions, such that she had had to revert to the Tenant for additional information. The Landlord requested that a Rent Relief Order (“RRO”) should not be imposed as she was trying to resolve outstanding issues, the current rent only just covers her mortgage payments and an RRO would have further consequences for her financial position and could lead to the property being re-possessed.
15. On 6 November 2024, the Tribunal responded to the Landlord in the following terms:-

"The Tribunal has noted the terms of your email dated 28 October 2024. Please note that the Tribunal cannot take into account the financial circumstances of a particular party to the application nor offer specific technical advice and would draw your attention to the content of the Repairing Standard Enforcement Order on your property, together with the detailed Decision document, Inspection Report and Re-inspection Report. The Tribunal's role is to identify breaches of the Repairing Standard and to require action to be taken by the Landlord to rectify same. It is for the Landlord to take their own advice and have investigations undertaken where necessary, and at their own expense, as to the appropriate remedy or remedies in respect of each issue. For practical reasons, often Landlords who reside a distance away employ local letting agents to manage properties on their behalf but this is a matter for yourself.

Item 2 of the RSEO states specifically :-

"Instruct a suitably qualified specialist to undertake a detailed survey of the House to identify the cause(s) and full extent of the condensation, damp, damp staining and mould throughout and any necessary remedial action. Any reports, quotations or receipts in respect of the repairs should, when available, be submitted to the Tribunal for consideration. Thereafter all necessary repairs to remedy these defects should be completed, and any resultant decoration

made good to ensure that the House is in a reasonable state of repair, wind and watertight and in all other respects reasonably fit for human habitation."

No report has been received by the Tribunal and while the penetrating damp issues may have been addressed, significant condensation remains throughout much of the property. Such a report should address items one and three of the RSEO and provide you with the answer to many of the issues raised in your email.

Additionally the Tribunal is concerned by the lack of a satisfactory Gas Safety certificate (Item 7 RSEO) and Electrical Installation Condition Report (Item 8 RSEO) being forthcoming. The lack of such documentation raises significant health and safety concerns.

As it is now over seven months since the date of the RSEO, the Tribunal is now considering appropriate further steps, given that the RSEO has not been fully complied with. You will be advised of the Tribunal's further Decision shortly. As these matters can have legal implications, you may wish to seek your own independent legal advice."

16. On 6 November 2024, the Landlord responded by email and attached a copy of a Gas Safety Certificate relating to the property dated 22 February 2024. She stated that she appeared to have mis-interpreted the Tribunal's initial correspondence and had that day contacted a timber and damp company to carry out an inspection and hoped to be given further time to get the results of that report. No further detail was given as to the company instructed, the timescale for them undertaking this work, nor the further period the Landlord was seeking.

Reasons for decision

1. Over seven months have passed since the RSEO was served on the Landlord. In the Tribunal's view, a period of 12 weeks was a reasonable period within which to complete the required works. In addition to this, the Tribunal noted that the Tenant had been complaining to the landlord concerning issues with the property since September 2022, just a few months into the tenancy. The Tenant had sought assistance from the local authority who were subsequently in direct communication with the Landlord since around summer 2023. Issues were not resolved, eventually leading to the Tenant submitting an application to the Tribunal in November 2023.
2. The Landlord did not particularly engage with the Tribunal process until after the RSEO was issued in April 2024. She has not attended the Inspection, Hearing or Re-inspection, nor arranged for an agent or representative to attend on her behalf. On the issuing of the Re-inspection Report to the Landlord, she was informed that if she wished to request a further Hearing, this could be accommodated by telephone conference call, given that she is resident in England. She did not request a Hearing. However, the Tribunal noted that, since around July 2024, the Landlord had been corresponding fairly regularly with the Tribunal and has submitted detailed written representations. The Tribunal has carefully considered these representations and those submitted by the Tenant in their determination of this matter.

3. Although the Landlord has arranged the repair of the shower and has been in contact with the local authority and paid for repairs to the roof/exterior of the property, most requirements of the RSEO remain outstanding and, in the Tribunal's view, the Tenant and her family have seen little improvement in their living conditions.
4. The Gas Safety Certificate dated 22 February 2024 was only produced by the Landlord on 6 November 2024, despite having been required in terms of the RSEO. Moreover, the Gas Safety Certificate is not in satisfactory terms, given that under the "Inspection Details" heading on the certificate, it is noted that the combi-boiler is stated as not safe to use. The Tribunal noted that this may simply be an error in the certificate but, without confirmation of this from the gas engineer concerned, the Tribunal cannot accept this Gas Safety Certificate as satisfactory.
5. No EICR has been produced and no explanation offered by the Landlord for this. The Landlord has explained her delays in attending to the other matters but the Tribunal does not consider these explanations to be satisfactory. It seems apparent to the Tribunal that the Landlord has simply not wanted to spend money on bringing the property up to standard, despite the Tenant having complained about the condition of the property for over two years. The Landlord has sought to put some of the blame on the agents who previously managed the property for her but the Tribunal noted that they had ceased acting for her around summer 2023 and since then, both the Tenant and local authority have been dealing directly with the Landlord. The Landlord has also blamed the local authority for delays and other issues in connection with the roof repairs but the Tribunal does not consider this to have any bearing on the remainder of the outstanding issues in terms of the RSEO which are the Landlord's sole responsibility. The Tribunal has noted the concerns of the Landlord regarding the costs of complying with the RSEO, for example if the windows cannot be repaired and require to be replaced. However, the Tribunal does not consider this to have any bearing on the Landlord's duties to let out and maintain their rental properties to the Repairing Standard, all as set out in the 2006 Act.
6. The Landlord has sought advice from the Tribunal and criticised the Tribunal's paperwork for lack of detail as to the cause of defects and how the Landlord can resolve them. The Landlord was urged on several occasions to seek her own advice on these matters, as the Tribunal cannot provide advice to parties on such matters, as it is an impartial body. Having recently been referred again to the specific terms of the RSEO, the original detailed Decision and the Inspection/Re-inspection Reports, on 6 November 2024, the Landlord conceded that she appeared to have misinterpreted the Tribunal's original documentation and had now instructed the specialist report required in terms of the RSEO. No copy of any subsequent "timber/damp" report has been received by the Tribunal to date. On 6 November 2024, the Landlord also stated that she hoped to be given further time to comply but offered no

details as to the likely timescale required. In all of the above circumstances, the Tribunal did not consider it appropriate to vary the RSEO to extend the timescale for compliance. In this regard, the Tribunal also noted that the original 12 week period for compliance had expired in early July 2024. The Landlord had accordingly already had a further period of over 4 months to comply.

7. The Tribunal thereafter determined that the Landlord has failed to comply with the RSEO. Where the Tribunal decides that the Landlord has failed to comply with the RSEO, under Section 26(2) of the Act, the Tribunal must (a) serve notice of the failure on the local authority, and (b) decide whether to make a Rent Relief Order (“RRO”). The Tribunal considers that it is appropriate, in the circumstances, to make an RRO. In the Tribunal’s view, given the delays and failures of the Landlord to date in addressing the repairs issues raised by the Tenant, it is unlikely that the house will be brought up to the Repairing Standard without such action being taken.
8. In terms of an RRO, the Tenant had not specifically requested a reduction in rent. The Landlord had requested that there be no reduction in rent, given that the monthly rent only just covers her monthly mortgage payments and would also put further strain on the Landlord’s finances generally and could ultimately lead to the property being re-possessed. The Landlord also referred to the costs she had already incurred in respect of repairs to the property. The Tribunal, however, considered that the Landlord’s representations in this regard were outweighed by the fact that some of the outstanding issues may have a bearing on the health and safety of the Tenant and her family, such as the lack of a satisfactory Gas Safety Certificate, EICR and the extensive black mould affecting areas of the property. In addition, it is the Tribunal’s view that the outstanding issues have a detrimental effect on the living conditions within the property and the Tenant and her family’s enjoyment of the amenity of the property, due primarily to the cold, levels of condensation, damp and mould. The Tenant has been complaining to the Landlord about some of these issues for over two years. She has been inconvenienced over a long period of time as a result, both in terms of making the complaints and in terms of the practical steps she has to take to try and deal with the condensation and damp, such as repeated cleaning of affected areas. Taking all of these circumstances into account, the Tribunal determined that the appropriate reduction in terms of a Rent Relief Order is to reduce the rent payable under the tenancy by 30% until the outstanding repairs have been carried out.

Decision

9. The Tribunal, having made such enquiries as it saw fit for the purposes of determining whether the Landlord has complied with the RSEO, determined that the Landlord has failed to comply with the RSEO in terms of Section 26(1) of the Act and that a notice of this failure should be served on the local authority in whose area the house is situated. The

Tribunal also determined that a Rent Relief Order under Section 27 of the Act should be made.

10. The decision of the Tribunal was unanimous

Right of Appeal

A landlord, tenant or third party applicant 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.

In terms of Section 63 of the Act, 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.

N Weir

Signed

Date: 22 November 2024

Nicola Weir, Legal Member of the Tribunal

Housing and Property Chamber First-tier Tribunal for Scotland



First-Tier Tribunal for Scotland (Housing and Property Chamber) Re-inspection report



Property 43 Buchan Road, Troon

Ref No: FTS/HPC/RP/23/4027

Surveyor: Donald Wooley MRICS

Previous inspection

The subject property was previously inspected on 15 March 2024 by the First-tier Tribunal for Scotland (Housing Property Chamber). Following the inspection, and subsequent hearing a Repairing Standard Enforcement Order (RSEO) was issued by both email and by post.

Access:

A re-inspection of the subject property was arranged for Tuesday 1st October 2024 at 10.00 am. I arrived at the property at 09.45 am, met Ms Nicola Weir the legal member of the Tribunal.

Access to the property was provided by the tenant, Ms Vikki Malcolm. The landlord was neither present nor represented throughout the re-inspection.

Weather conditions at the time of the inspection were dry, cool and sunny. Both Tribunal members left the property at 10.30 am

Purpose of re-inspection

The purpose of this re-inspection was to determine if the required works as detailed under the Repairing Standard Enforcement Order had been completed.

Work required under the Repairing Standard Enforcement Order (RSEO):

1. Repair or as necessary replace all the single glazed windows within the House to ensure that they provide adequate ventilation, can be opened and closed properly, are in a reasonable state of repair, in proper working order and that the House is wind and watertight and in all other respects reasonably fit for human habitation; and to make good the surrounding decoration.
2. Instruct a suitably qualified specialist to undertake a detailed survey of the House to identify the cause(s) and full extent of the condensation, damp, damp staining and mould throughout and any necessary remedial action. Any reports, quotations or receipts in respect of the repairs should, when available, be submitted to the Tribunal for consideration. Thereafter all necessary repairs to remedy these defects should be completed, and any resultant decoration made good to ensure that the House is in a reasonable state of repair, wind and watertight and in all other respects reasonably fit for human habitation.
3. Repair or as necessary replace the extractor fan in the bathroom to clear the debris gathered with the fan and to ensure that it is fully functional, in a reasonable state of repair and in proper working order.
4. Instruct a suitably qualified contractor to renew or replace the defective or missing roof tiles and the broken and missing sections of fascia and soffit boards above the House to ensure that the roof is in a reasonable state of repair, fully wind and watertight, free of nesting birds and that the House is reasonably fit for human habitation.
5. Repair or as necessary renew the defective eaves guttering above the living room window to ensure that it is in a reasonable state of repair and in proper working order.
6. Repair or as necessary renew the leaking electric shower fitting in the bathroom to ensure that it is in a reasonable state of repair and in proper working order.
7. To submit to the Tribunal an up to date and satisfactory Gas Safety Record from a Gas Safe registered engineer in relation to the House.
8. To submit to the Tribunal an up to date, satisfactory and complete Electrical Installation Condition Report (EICR) in respect of the installations in the House

for the supply of electricity and the electrical fixtures and fittings, including the smoke and heat detectors, and a Portable Appliance Test (PAT) in respect of any portable electrical appliances supplied by the landlord from a suitably qualified and registered SELECT, NICEIC or NAPIT contractor to ensure that the installations in the house for the supply of electricity are in a reasonable state of repair and in proper working order.

Site Observations



1. 15 March 2024



1A. 1 October 2024



2. 15 March 2024



2A. 1 October 2024

Photographs 1/1A & 2/2A:- High levels of condensation remain at the kitchen and front bedroom windows. The bedroom window also remains screwed shut



3. 15 March 2024



3A. 1 October 2024

Photographs 3/3A:- Confirm continued high levels of condensation in the second front bedroom.



4. 15 March 2024



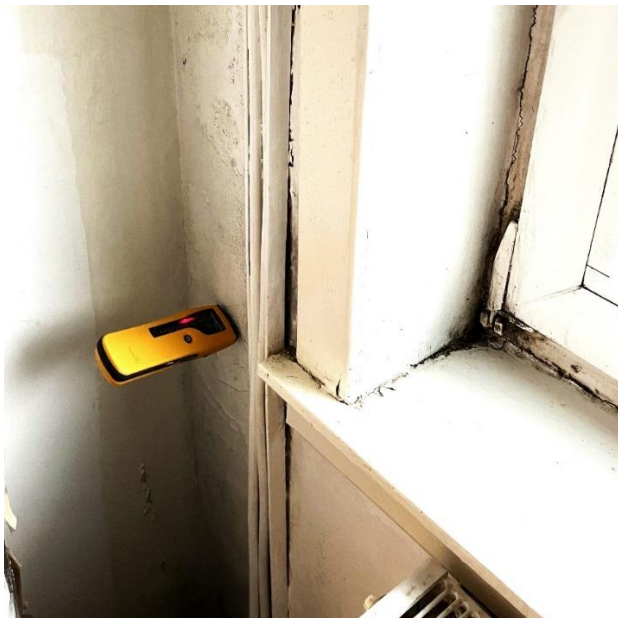
4A. 1 October 2024



5. 15 March 2024



5A. 1 October 2024



6. 15 March 2024



6A. 1 October 2024

Photographs 4/4A, 5/5A & 6/6A:- High levels of damp and mould have reduced at the rear bedroom following completion of the external roof and fascia repair see photographs 8/8A.



7. 15 March 2024



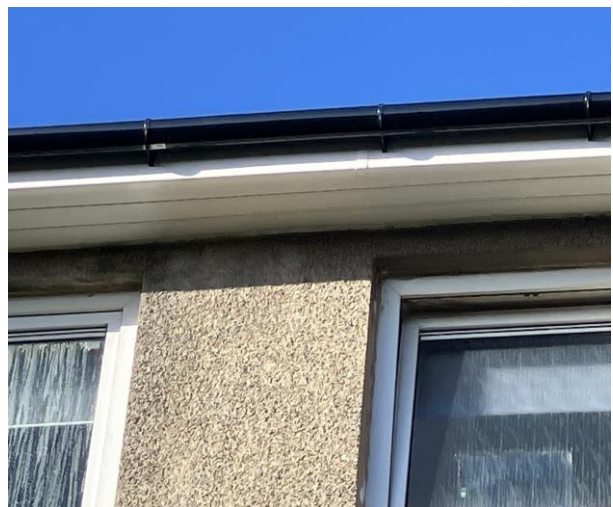
7A. 1 October 2024



7B. 1 October 2024



8. 15 March 2024



8A. 1 October 2024

Photographs 7, 7A/7B:- Despite the reduction in damp/mould after completion of the external roof and fascia repair (see photographs 8/8A), high levels of condensation remain at the rear bedroom

Photographs 8/8A:- The rear metal gutters have been replaced, the fascia & soffit boards renewed and there is no evidence of any hole in the eaves.



9. 15 March 2024



9A. 1 October 2024



10. 15 March 2024



10A 1 October 2024

Photographs 9/9A and 10/10A:- High levels of condensation and significant mould growth remain in the bathroom. The ventilator in the bathroom ceiling is functioning although not fully satisfactorily as it remains partially choked. (See Photographs 11/11A).



11. 15 March 2024



11A 1October 2024

Photographs 11/11A:- Bathroom ventilator remains partially choked



12. 15 March 2024



12A. 1 October 2024

Photographs 12/12A:- The mould on front living room wall has been removed



13. 15 March 2024



13A 1 October 2024

Photographs 13/13A:- The front, previously broken metal gutter, has been replaced, and the fascia & soffit boards have been renewed.



14. 15 March 2024



14A. 1 October 2024

Photographs 14/14A:- The previously defective and leaking bathroom shower has now been renewed



15. 15 March 2024



15A. 1 October 2024

Photographs 15/15A:- The missing ridge tile has been replaced.

Outstanding Repairs and items in RSEO:

1. The single glazed poorly ventilated windows remain, several with defective operating mechanisms. No repairs have been completed.
2. No specialist damp survey report has been provided to the Tribunal and very high levels of condensation and mould remain throughout much of the property. Recent repairs to roof, eaves gutters, fascia and soffit boards have addressed the penetrating dampness although relatively low residual damp readings remain as plaster dries out.
3. The bathroom extractor fan remains partially choked
4. The roof tiles, rear eaves gutters, fascia and soffit boards have been renewed or replaced and are fully functional
5. The eaves gutters at the front elevation have been renewed.
6. The electric bathroom shower has been renewed
7. No satisfactory gas safety certificate has been exhibited to the Tribunal.
8. No satisfactory Electrical Installation Condition Report (EICR) or PAT testing certificates have been exhibited to the Tribunal.

Items 1, 2, 3, 7 and 8 as described in the RSEO remain outstanding.

Comments:

This report will be passed to the parties for comment before being submitted to the First-tier Tribunal for Scotland (Housing Property Chamber) for their decision.

Donald Wooley MRICS
Ordinary Member
First-Tier Tribunal for Scotland
1 October 2024