

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

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**Confirmation of refusal/ lack of access following a Decision to Assist the Landlord under Section 28A(3) of the Housing (Scotland) Act 2006 ("The Act")**

**Ref FTS/HPC/RE/24/1077**

**HOUSE AT 14 Courthill Street, Dalry, KA24 5AP**

**TENANT Miss Fatou Ndiaye**

**LANDLORD Axelrod Capital Ltd, 63 Haslucks Green Road, Solihull, B90 2ED**

**LANDLORD REPRESENTATIVE Hovepark Lettings Ltd, 56 Hamilton Street, Saltcoats, KA21 5DS**

**NAME OF AUTHORISED PERSON Mrs Meaghan McDiarmid**

As the Member deciding on the above application for entry by the landlord, I confirm that attempts have been made to assist the landlord in exercising their right of entry to the house under section 181(4) of the Act.

The attempts involved the following:

notification of the application made under section 28 A(1) on the tenant dated 5/3/2024

intimation on tenant and landlord of decision to assist the landlord dated 4/4/2024;

consideration of representations from tenant on the application received on 18/4/2024

The tenant attached a current EICR which she had commissioned. The tenant was of the view that periodic inspection was not part of her Tenancy Agreement and reiterated that she would not provide access.

consideration of further information in the form of a response from the landlord agent dated 26/4/2024, advising that they had not been provided with a copy of the EICR, and were not aware that it had been commissioned. The property had not been inspected since 2021 and at that time was showing signs of neglect and decline. The landlord's insurance was conditional on regular inspection.

setting of a date and time by the panel member for the landlord to exercise the said right, that date and time being 6/6/2024 at 10.00 am;

notification by the Chamber of that date and time to the tenant and landlord on 14/5/2024 by Recorded Delivery.

I confirm that I observed the refusal/lack of access on 6/6/2024

Contrary to the tenant's view that landlord access to the property is not part of the Tenancy Agreement, it is specified at clause 1.49.

From outside, the property would appear to be suffering from neglect and possible disrepair. The landlord agent advised of a water leak affecting a neighbouring property which implied a likely similar problem at this property. No repairs have been reported in the three years since the last inspection.

Gerard Darroch

# G Darroch

Member

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