

Housing and Property Chamber

First-tier Tribunal for Scotland



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

Statement of Decision: Sections 26(1) & 27 of the Housing (Scotland) Act 2006 (“the Act”)

Chamber Ref: FTS/HPC/RP/24/1856

Title Number: DMB48838

**Re: 32 Westermains Avenue, Kirkintilloch, Glasgow G66 1EH
 (“the House”)**

The Parties:

**Julie Murray, 32 Westermains Avenue, Kirkintilloch, Glasgow G66 1EH
 (“the Tenant”)**

**Raymond Heath, East Dunbarton CAB, 11 Alexandra Street, Kirkintilloch,
 G66 1HB
 (“the Tenant’s Representative”)**

Brian McGeady, 59 Victoria Road, Kirkintilloch, G66 5AP (“the Landlord”)

Tribunal Members:

**Susan Christie (Legal Member)
 Nick Allan (Ordinary Member)**

Decision

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 (‘RSEO’) dated 4 September 2024, determined that the Landlord has failed to comply with the RSEO. The tribunal determined that a Notice of that failure should be served on the local authority in whose area the House is situated in terms of Section 26(2)(a) of the Act. The tribunal also determined that a Rent Relief Order under Section 27 should be made.

Background

1. On 26 September 2024 the First-tier Tribunal for Scotland (Housing and Property Chamber) ("the tribunal") issued a Decision requiring the Landlord to comply with the Repairing Standard Enforcement Order('RSEO') made by the tribunal dated 4 September 2024.
2. The RSEO required the Landlord to: -
 - (1) Carry out such repairs and any alterations to the roof of the House to remove the source of water ingress at the gable wall.
 - (2) Carry out such repairs to the rear gutter to align the run and pitch on it.
 - (3) To clean out the front guttering and remove any obstructions and repair it as necessary.
 - (4) To reinstate the boundary by replacing the two wooden panels at the rear boundary fence and remove any surrounding debris.
 - (5) Remove any loose roughcast to the exterior of the House and carry out such repairs as necessary to reinstate same.
 - (6) Repair the covering to the pipe chase in the utility room of the House.
 - (7) Clean the surface of the decking area outside the House to remove any potential source of slipping hazards. This work should be done once the gutter above same has been repaired.
 - (8) Carry out finishing works to dry out, repair and restore the interior walls and ceiling of the downstairs toilet and utility room; to include restoring any finishes.
3. The Tribunal ordered that the works specified in the RSEO be carried out and completed within a period of twelve weeks of the date of service of the RSEO Notice.
4. The RSEO was served on the Parties on 26 September 2024.

The Re-inspection

5. On 15 January 2025 at 10 a.m., the tribunal re-inspected the House.
6. At the time of the Inspection the weather was dry and bright.
7. The tribunal found that the works required in the RSEO to only have been partially addressed.
8. A Schedule of Photographs taken during the inspection is attached to this Decision.

Responses

9. On 27 January 2025, the Parties were provided with a response form to complete by 10 February 2025
10. Neither the Tenant nor the Tenant's Representative responded.
11. The Landlord responded by e mail on 5 February 2025. In summary, it is stated that the dry verge on the roof has been replaced as per the quotation; the water ingress has stopped at the left-hand side of the apex as you face it but not the right and this is hitting the downstairs WC. Quotations have been obtained to replace the garage roof, and he has appointed a contractor with no date set as yet to commence the work; the downstairs WC toilet remains wet; the

collapsed wall debris in the garden is still to be attended to, and the fence installation is still to take place.

Reasons for the Decision

12. It was noted by the tribunal at re-inspection that: -
- (1) Five new roof tiles had been fitted on the right-front elevation next to the Ridge, and a further five tiles have been fitted to the left-rear elevation, also at the Ridge. The Ridge itself has had mortar repairs carried out on both elevations at the corresponding location. The tribunal noted that a new dry verge system had been fitted to the gable end.
 - (2) The downstairs toilet and utility room showed ongoing evidence of persistent water damage in those areas. Surface and below surface readings were taken in the utility room and WC using a damp meter. The readings recorded were the highest possible and indicated that several sections of wall and ceiling below the gable wall remained saturated. This embedded dampness has persisted since the original inspection. The door frame to the WC had rotted. The paint surfaces had blown and bubbled, and paint was flaking off, with surface damage indicative of sustained water penetration. Accordingly, it did not appear that the source of water ingress at the gable wall had been removed or resolved.
 - (3) No visible repairs have been carried out to the rear gutter to align the run and pitch on it.
 - (4) The front guttering appeared to have been cleared of debris. There was no evidence of any other repairs having been carried out to it.
 - (5) The rear boundary fence to the right of the stone steps leading from the utility room had not been re-instated, nor were the two wooden panels replaced at the rear boundary fence. The surrounding debris, including fallen bricks, had not been removed and remained *in situ*.
 - (6) Small patch repairs had been carried out at various sections of the external roughcast to the exterior of the House and the gable end above the garage. Those appeared to be very basic and below standard, given the final finish as shown in the photographs taken, referred to above. The inspection holes on the gable end showed exposed brickwork.
 - (7) The covering to the pipe-chase in the utility room of the House had not been repaired.
 - (8) The surface of the decking area outside the House remained slippery, and caution was required when stepping on it. The tribunal is of the view that it requires cleaned and made safe to use.
 - (9) The gutter on the rear elevation had not yet been repaired to align its run and pitch.
13. No finishing works to dry out, repair and restore the interior walls and ceiling of the downstairs toilet and utility room; to include restoring any finishes, had yet been carried out. An older style de-humidifier had been provided by the Landlord. This was plugged in and running, but there was no evidence of it being effective as the surface damage

to paintwork and to wood finishes appeared to have deteriorated further since the initial inspection of the House.

14. All works specified in the RSEO have not been completed. The Landlord accepts that this is the position by his response.
15. No application has been made to vary or extend the time for compliance.
16. The tribunal was satisfied that a decision could be made on the question of compliance, based on the findings of the re-inspection and the response made, and that the landlord had been made aware of the requirements of the RSEO, the timescales imposed for works to be completed, and the potential consequences of non-compliance.
17. The full terms of the RSEO has not been complied with, namely parts 1,2,4,5,6,7, and 8.

Rent Relief Order

18. The works that have not been completed are significant and the persistent water damage that has saturated the walls in the WC and utility with associated surface damage and surface deterioration continues. This materially affects the Tenant's use and comfort of the downstairs WC and utility area daily. By the Landlord's own admission, the water is still coming in at the right-hand side of the roof apex and hitting the WC area. No finishing works to dry out, repair and restore the interior walls and ceiling of the downstairs toilet and utility room; to include restoring any finishes, had yet been carried out. The surface damage to paintwork and to wood finishes appeared to have deteriorated further since the initial inspection of the House.
19. The rear boundary fence to the right of the stone steps leading from the utility room had not been re-instated, nor were the two wooden panels replaced at the rear boundary fence. The surrounding debris, including fallen bricks, had not been removed and remained *in situ*. This remains a hazard in the garden.
20. The surface of the decking area outside the House remains a potential source of slipping hazards. It appeared to be slippery, and caution was required when stepping on it. This could have been done before or after the gutter above the same had been repaired, but the gutter had not yet been repaired to align the run and pitch.
21. In the circumstances, the tribunal determined that a Rent Relief Order imposing a restriction of rent of 20% be appropriate.
22. The decision of the tribunal is 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.

S Christie

Susan Christie, Chairperson

5 March 2025