

Housing and Property Chamber
First-tier Tribunal for Scotland



Statement of Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 24 (1) of the Housing (Scotland) Act 2006.

CHAMBER REF: HPC/RT/24/3240

PROPERTY: - 148 Mount Annan, Drive Glasgow, G44 4SA registered in the Land Register of Scotland under title number GLA34361 ('The Property')

THE PARTIES:-

Glasgow City Council, 231 George Street, Glasgow, G1 1RX ('the Applicant').

Mr Sheik Mohammed Toufique, residing at Flat 1/1, 395 Paisley Road West, Glasgow, G51 1LR ("the Landlord")

Mr Syed Azad, 148 Mount Annan, Drive Glasgow, G44 4SA ("the Tenant")

The First-tier Tribunal for Scotland (Housing and Property Chamber) ('the Tribunal') comprising: Virgil Crawford (Legal Member) and Greig Adams (Ordinary / Surveyor Member).

The Tribunal determined as follows:-

BACKGROUND

1. The Property at 148 Mount Annan Drive, Glasgow, G44 2SA is owned by Sheikh Mohammed Toufique and Heidi Kathleen Toufique and has been since 20th March 1988.
2. The Property is let to Mr Syed Azad. No lease is available but the information provided to the Tribunal is that the Property has been leased to Mr Syed for approximately 20 years.
3. The rent currently being paid is £800.00 per calendar month.
4. The Property has fallen into disrepair. Concerns were raised by Glasgow City Council. It seems these concerns arose as Mr Azad was now 87 years old,

is considered vulnerable by the local authority and was being supported by its community care team.

5. Glasgow City Council wrote to Sheikh Mohammed Toufique, the landlord, on 26 January 2024 advising that the landlord's duty in relation to repairing standards – in terms of s14 of the Housing (Scotland) Act 2006 – had not been complied with. The letter went on to state the following action as being required:-
- Roof , windows and back / front doors need replaced as they are not fit for purpose / fail tolerable standards.
 - Front door does not open and is a fire safety issue
 - Ceilings in kitchen, bathroom and bedroom have collapsed due to water penetration from the roof.
 - Kitchen appliances provided are not fit for purpose and need replaced.
 - Bathroom taps do not work, toilet does not flush and bath has hole in it and needs replaced.
 - Tiles in bathroom missing / loose and need repaired / replaced.
 - Crack in wall at top of stairs needs looked at / repaired.
 - Rear bedroom light has no fitment / bare wires and needs repaired.
 - Fence in back has collapsed and needs repaired / replaced due to security issues.
 - Handrail needs installed on stairway for safety.
 - Environmental health will also be involved due to damp, mould and water penetration.

The letter stated that all needs to be completed to ensure the Property meets the tolerable standard.

6. On 4th April 2024 the Respondent e mailed the local authority advising "Roof has been fixed bathroom flush working very wel (sic) main door fixed already."
7. Following a failure to complete any further works, the local authority presented an application to the Tribunal seeking a repairing standards enforcement order be made.

FIRST INSPECTION ON 20th DECEMBER 2024

8. An inspection of the Property was arranged for Friday 20th December 2024 at 10am. The Legal Member and the Ordinary (Surveyor) Member of the Tribunal met at the Property at 9.45am. Neither the landlord nor any representative from the Applicant local authority attended.
9. The exterior of the Property was in a poor state of repair. External paintwork was flaking in parts and absent in large parts. Some external plaster was flaking. The gutters were in need of cleaning and had water overflowing as a

result. The window frames looked to be in a poor state of repair and appeared to be in need of replacement.

10. At 10am the legal member knocked on the door of the Property. There was no response. Bearing in mind the Tribunal had information suggesting Mr Azad was elderly and vulnerable the Tribunal Members persisted in attempts to obtain a response. Eventually, after the 4th time of knocking, Mr Azad answered the door.
11. Mr Azad was dressed in a housecoat and slippers and seemed surprised when the Tribunal Members introduced themselves. He advised he had cancelled the Tribunal, saying he was wanting to give the Landlord a chance to carry out the repairs. He wanted the case continued into the new year to give him a chance to do so.
12. The Tribunal Members explained that it was not Mr Azad's decision as to whether the Tribunal proceeded with the case. It was explained that the Tribunal had received an application and, given the concerns raised in relation to the condition of the Property, the Tribunal would be proceeding with the application.
13. Mr Azad again stated he wished the case to be postponed. He advised he was worried that, if the case continued, he might be "thrown out" and he did not want that, he has been living there for 20 years. The Tribunal Members again advised that it was the Tribunal's decision to proceed and it intended to do so.
14. Mr Azad was asked if he was willing to allow the Tribunal Members access to the Property. He politely declined. He was advised that the Tribunal would continue in any event.
15. Mr Azad confirmed he is paying rent of £800.00 per month. He does not have a copy of his lease.
16. The Tribunal members thereafter inspected the Property externally before attending at the Glasgow Tribunal Centre to conduct the hearing assigned in the case.

THE HEARING

17. No party attended the hearing. In the circumstances the Tribunal, having inspected the Property externally and having considered the documentation, including photographs, which had been submitted in support of the application determined the following repairs and investigations are required by the Landlord: -

- a) Instruct a competent roofer to review the roofing elements including the chimneystack, ridge and hip tiles, roof tiles, flashings (including raggle detail, fascias and soffits and rainwater goods) and obtain either a report or quotation detailing all works necessary to prevent any active or ongoing moisture pathways into the Property and attend to any visual timber decay evident. A copy of the report/quotation is to be provided to the First-tier Tribunal for Scotland (HPC) for further consideration.
- b) Re-align gutters to the Property to prevent notable dips and overflowing whilst ensuring that rainwater discharge is to the downpipes, both to the main roof and front canopy projection. Include for re-forming and re-sealing all leaking joints, including at the junction with the neighbouring gutters to ensure that the rainwater goods are free from any leaks. Include for cleaning out and removing of all vegetation growth and debris accumulation to leave clean and free from impairment.
- c) Instruct a Chartered Building Surveyor, Architect or Property Care Association accredited Consultant or Contractor to review the extent of water ingress, water damage and dampness within the Property and produce a report on findings detailing the extent of water damage and dampness evident and suggested remedial works; a copy of the report is to be provided to the First-tier Tribunal for Scotland (HPC) for further consideration.
- d) Instruct a suitably qualified SELECT, NICEIC or NAPIT registered electrician to carry out a certified electrical inspection of the entire electrical installation in the property and all electrical appliances and equipment supplied by the landlord and carry out all necessary remedial works to rectify any identified C1 and C2 categorised areas. Thereafter to provide the First-tier Tribunal for Scotland (HPC) with satisfactory EICR and PAT test certificates prepared by a suitably qualified SELECT, NICEIC or NAPIT registered contractor.
- e) Overhaul, repair and replace as necessary all windows and doors to ensure that all opening parts are capable of being operated without impairment, prevent draughts and water ingress, including replacing all cracked and defective perimeter sealants.
- f) All collapsed, failed and/or water damaged ceilings within the Property (including specifically those to the Kitchen, Bathroom and Bedroom) require to be replaced along with all necessary plastering and decoration works to complete.
- g) All loose, missing and damaged wall tiles within the bathroom require to be replaced with re-grouting carried out to all areas of re-tiling and to any existing cracked and defective grout. Include for replacement silicon sealant provided where required.
- h) Remove all loose sections of boundary fencing to the rear of the Property, repair or replace as necessary to ensure that there is a continuous, safe and secure boundary enclosure provided.

- i) Carry out all works necessary to ensure that there is a satisfactory supply of both hot and cold water to the wash basin and bath within the bathroom and that the taps are fully operational without impairment, replace the damaged/holed bath including replacement of all silicon sealant at bath junctions.
- j) Carry out all repairs, overhaul or replacement as necessary to kitchen appliances to ensure that these are in a reasonable state of repair and in working order.

DECISION

The Tribunal determined that the Landlord has failed to comply with duties imposed by s13 of the Housing (Scotland) Act 2006.

A Repairing Standards Enforcement Order will be issued.

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.

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.

V Crawford

23th May 2025
