

Housing and Property Chamber

First-tier Tribunal for Scotland



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

Statement of Decision: Housing (Scotland) Act 2006 Section 24(1)

Chamber Reference: FTS/HPC/RP/24/4305

Title Number: GLA90726

**Re: 1/1, 24 Kirkintilloch Road, Bishopbriggs G64 2AL
("the House")**

The Parties:

**George Stevenson, 1/1, 24 Kirkintilloch Road, Bishopbriggs G64 2AL
("the tenant")**

**Stephen Anderson, 32 Moncrieff Avenue, Kirkintilloch, G66 4NJ
("the landlord")**

Tribunal Members:

**Susan Christie (Legal Member)
Carol Jones (Ordinary/Surveyor 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 duty imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 ("the Act") in relation to the House, determined that the Landlord has not complied with the duty imposed by Section 14(1)(b) of the Act. The tribunal accordingly made a Repairing Standard Enforcement Order ("RSEO") as required by Section 24(2) of the Act.

Background

1. The Tenant applied to the Tribunal in terms of Section 22(1) of the Housing (Scotland) Act 2006, seeking an Order against the landlord on the basis that he had failed to comply with the duties imposed by Section 14(1)(b) of the Act.

2. The application stated that the tenant considered that the landlord had failed to meet the repairing standard in relation to the House. In particular, the Landlord has failed to ensure that:
- (1) The house is wind and watertight and in all other respects reasonably fit for human habitation, in terms of Section 13(1) (a) of the 2006 Act.
 - (2) The installations in the house for the supply of water, gas, electricity (including residual current devices) and any other type of fuel and for sanitation, space heating by a fixed heating system and heating water are in a reasonable state of repair and in proper working order, in terms of Section 13(1) (c) of the 2006 Act
 - (3) Any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order.
 - (4) The house meets the tolerable standard. This includes the following:
 - I. It has an interlinked system of fire and smoke alarms and adequate carbon monoxide alarms.
 - II. In the case of a house having a supply of electricity, it complies with the relevant requirements in relation to the electrical installations for the purposes of that supply.
 - III. It has a sink provided with a satisfactory supply of both hot and cold water within the house.
 - IV. It has a fixed bath or shower and a wash hand basin, each provided with a satisfactory supply of both hot and cold water and suitably located within the house.
 - V. It has satisfactory access to all external doors and outbuildings.In terms of Section 13(1) (h) of the 2006 Act.
 - (5) Any common parts pertaining to the house can be safely accessed and used, in terms of Section 13(1)(i) of the 2006 Act.
3. The application specified the following issues: front door insecure - storm doors insecure, shower and toilet blocks with faeces, no smoke alarms, no gas safety check, no electricity check, washing machine not working door fell off, boiler lower door not working, bathroom sink - lower drawers off.
4. By Notice of Acceptance of Application, dated 11 October 2024, the Legal Member with delegated powers of the Chamber President intimated that

there were no grounds upon which to reject the application and the application was referred to the tribunal for a determination.

5. On 22 February 2025, the Parties were notified in writing that the Tribunal would inspect the House on 14 May 2025 at 10am; and that an in-person Hearing would take place at 12.15 pm at Glasgow Tribunals Centre, room G01, 20 York Street, Glasgow G2 8GT.

6. On 3 April 2025 a Direction was issued to the Parties as follows:

The Landlord was required to provide:

- (1) A copy of the signed tenancy agreement between the Tenant and the Landlord over the House, together with a copy of the Schedule of Contents provided.
- (2) A copy of a current Landlord's annual Gas Safety Record for the House.
- (3) A copy of the current Electrical Installation Condition Report for the House, including the record of testing of any electrical appliances and equipment (PAT testing) supplied by the landlord.
- (4) Any documents showing or tending to show that the House has fire and carbon monoxide detection installed.

The Tenant was required to provide:

- (1) A copy of the signed tenancy agreement between the Tenant and the Landlord over the House, together with a copy of the Schedule of Contents provided to him.
- (2) Copies of any Gas Safety Records, Electrical Installation Condition Reports and PAT certificates for the House, provided to him by the Landlord.

The tribunal required the Parties to respond to the Direction by 1 May 2025.

7. The tribunal was thereafter advised that the Direction sent to the tenant could not be delivered by Royal Mail.

8. On 11 April 2025 the landlord contacted the tribunal by email and advised that the tenant was no longer at the address due to the house being subject to a fire on 26 January 2025 and is uninhabitable; that the tenant was no longer residing at the address and that the matter was being dealt with by Police Scotland. The house was in the hands of the insurer regarding the repairs. The landlord also stated that "the tenant will not return post completion of works (the intention is the property is to be sold after completion of the full reinstatement works)." In addition, two sets of photographs were provided on 8 May 2025, one set of before the fire undated and another set of after the fire, undated. This submission by the landlord was crossed over to the tenant.

9. On 28 April 2025, an email copy of the Direction was issued to the tenant, and the tribunal asked him to clarify as to whether he was still residing in the house and if he intended to return to it; and if he intended to proceed with the application. No response was received from the tenant, either in response to the Direction or to the tribunal enquiry as to his position.

10. The landlord did not provide the documents required in response to the Direction.
11. On 2 May 2025 the landlord provided further information. This related to a schedule of works from the insurer and an email from a police officer. It appeared to the tribunal that the insurance work proposed did not correlate with the matters complained of in the application by the tenant, and the alleged criminality referred to is *sub-judice*. The complaint of a lack of smoke alarms referred to in the application by the tenant did however impact on the detection of fire in the house.
12. The tribunal considered the correspondence provided. It was noted that the intimation letters to the Parties dated 22 February 2025 referred to earlier, were sent signed for post and each were signed for. The tenant's copy being identified as being signed for by 'Stevenson' at 11.40 on 26 February 2025.
13. The tribunal then considered paragraph 7 of Schedule 2 to the Act. It states that a tenant may withdraw an application at any time, and the tenant is to be treated as having withdrawn the application if the tenancy concerned is lawfully terminated (Paragraph 7(1)). This application had not been withdrawn by the tenant and the tenancy had not been lawfully terminated. The tribunal therefore continued to consider the application, and the Parties were advised that the Inspection and Hearing would proceed.

The Inspection

14. The Tribunal inspected the House on 14 May 2025 at 10am. Access was provided by a tradesman who was working within the house. Neither the landlord nor the tenant was present.
15. At the time of the Inspection the weather was dry and overcast.
16. The House is a first floor two-bedroomed corner flat in a traditional three-storey sandstone tenement building with access from a communal close. It is located on a busy main road approximately 0.5 miles southwest of Bishopbriggs town centre in East Dunbartonshire.
17. Accessing the flat is gained through a two-part storm door and through the front door. There is an entrance hall, from which access is gained to all rooms.
18. The tradesman was in the process of installing a new bathroom or shower room and the fittings had been completely stripped out. The flat was in the process of re-decoration throughout.
19. The house was inspected around the complaints referred to in the application.

The storm doors

It was noted that a strip of timber beading was missing from the left-hand storm door down the vertical adjacent to the lock and there was a significant gap exposing the lock mechanism.

The front door

It was noted that the door did not easily fit into the frame and had to be pushed with force into place to allow it to be locked.

The shower and toilet

The bathroom/shower room of the house had been completely stripped out and was being re-fitted. This meant that there was no wash hand basin to inspect. The complaint of a blocked drain could be inspected as the foul waste pipe was exposed. Silt like debris was noted within and the tradesman indicated the pipe was blocked and a second effort was to be made to clear it.

Smoke alarms and CO monitor

All rooms were checked. There were no smoke alarms in the house nor was there a heat detector in the kitchen. There was a gas boiler in the kitchen but there was no CO monitor found.

Gas appliances

The house was fitted with gas central heating and a boiler. A gas meter was within the hall cupboard. No Gas safety Record had been made available to the tribunal.

Electricity

The house has an electrical consumer unit in the hall cupboard, and the lights were on at inspection. Power tools were being used. No EICR had been made available to the tribunal.

Washing Machine

Whilst there were plumbing fittings for a washing machine in the kitchen of the house there was no washing machine present at the time of inspection.

Boiler

The lower door on the boiler casing that provided access to the controls was working adequately at the inspection.

20. A Schedule of Photographs taken during the inspection is attached to this decision.

The Hearing- 14 May 2025 at 12.15 pm.

21. Neither Party attended the hearing. The tribunal was satisfied that both Parties had received notice of the inspection and hearing as intimation letters to the Parties dated 22 February 2025 referred to earlier, which were

sent signed for post, and each were signed for. The tenant's copy being identified as being signed for by 'Stevenson' at 11.40 on 26 February 2025. In addition, the landlord had responded to the tribunal with further submissions. The Direction also referred to the date assigned. The tradesman at the house made mention of the landlord being due to return from holiday that same day. The tribunal therefore proceeded in the Parties absence and discussed the application, the ancillary paperwork, landlord responses and the findings of the inspection.

22. The tribunal thereafter deliberated and proceeded to a determination.

Findings in Fact

- 23. The House is one to which the repairing standard applies.
- 24. The Parties have entered into a tenancy agreement over the house.
- 25. The tenancy has not lawfully ended.
- 26. The storm door is not wind and watertight or in a reasonable state of repair and in proper working order and it is not secure as a strip of timber is missing.
- 27. The front door of the house is not in a reasonable state of repair and in proper working order as it is sticking and cannot be easily closed.
- 28. The foul waste pipe in the bathroom/shower room of the house is blocked and silt like debris was noted within it.
- 29. There were no smoke alarms in the house nor was there a heat detector in the kitchen of the house.
- 30. There was no CO detector in the house.
- 31. There was no washing machine present in the house.
- 32. There was no wash hand basin in the house as the bathroom/shower room was being refitted and the old appliances had been stripped out.
- 33. The lower boiler door that provided access to the control panel of the boiler in the house is working sufficiently.
- 34. No current satisfactory Electrical Installation Condition Report (EICR), including Portable Appliance Testing (PAT), prepared by a suitably qualified and registered electrician had been provided to the tribunal for inspection.
- 35. No current Gas Safety Record showing all gas appliances, fittings, chimneys and flues in the House are safe and working efficiently had been provided to the tribunal for inspection.

Reasons for decision

- 36. Neither Party attended the hearing. The tribunal was satisfied that both Parties had received notice of the inspection and hearing as intimation letters to the Parties dated 22 February 2025 referred to earlier, which were sent signed for post, and each were signed for. The tenant's copy being identified as being signed for by 'Stevenson' at 11.40 on 26 February 2025. In addition the landlord had responded to the tribunal with further submissions. The Direction also referred to the date assigned. The

tradesman at the house made mention of the landlord being due to return from holiday that same day. The tribunal therefore proceeded in the Parties absence and discussed the application, the ancillary paperwork and landlord responses, and the findings of the inspection.

37. The Tribunal determined that there was sufficient information available by the application terms of reference, the written information given and the findings of the inspection for it to make a fair determination of the application.
38. The tribunal were not afforded the benefit of the presence of either Party at the Hearing to volunteer any further information they wished the tribunal to consider.
39. Section 14(1) of the 2006 Act states “The landlord in a tenancy must ensure that the house meets the repairing standard – (a) at the start of the tenancy, and (b) at all times during the tenancy.” In terms of Section 14(3) of the 2006 Act, “The duty imposed by subsection (1)(b) applies only where – (a) the tenant notifies the landlord, or (b) the landlord otherwise becomes aware, that work requires to be carried out for the purposes of complying with it”. Section 22(3) of the 2006 Act states that an application can only be made if the person making the application has notified the landlord that work requires to be carried out for the purpose of complying with the repairing standard. The Tribunal is satisfied that the Tenant’s then Representative East Dunbartonshire Citizens Advice Bureau notified the landlord of the repairs issues at the House prior to lodging the application by way of the letter sent by him on 4 July 2024.
40. The Tribunal’s decision was primarily informed by the findings of the Inspection. Those findings are referred to above under the heading ‘Inspection’.
41. The Parties did not provide the tribunal with the information and evidence required in the Direction despite being asked more than once to do so. In so far as the tenancy agreement is concerned, a partial copy had been provided along with the application to satisfy the tribunal that the Parties had contracted for the house to be let by the landlord to the tenant. The document is headed up “Contract Agreement Rental Lease” and identifies the landlord and a rent. In subsequent submissions the landlord refers to the tenant as the tenant.
42. The tribunal considered the correspondence provided. It was noted that the intimation letters sent to the Parties dated 22 February 2025, intimating the day and time of the inspection and hearing referred to earlier, were properly served as they were sent ‘signed for’ post and each were signed for. The tenant’s copy being identified as being signed for by ‘Stevenson’ at 11.40 on 26 February 2025.
43. From the information provided by the landlord there appeared to have been a fire in the house and this was now the subject of a police investigation and

possible prosecution. There was a suggestion that the tenant was not returning to the house and that it was to be sold after the refurbishment. The tribunal was given no information from the tenant as to what he was saying to this. The tribunal has not been given any paperwork to show the tenancy had been terminated lawfully.

44. The tribunal then considered paragraph 7 of Schedule 2 to the Act. It states that a tenant may withdraw an application at any time, and the tenant is to be treated as having withdrawn the application if the tenancy concerned is lawfully terminated (Paragraph 7(1)). This application had not been withdrawn by the tenant and the tenancy had not been lawfully terminated. The tribunal observes that even if it had received evidence that the tenancy had been lawfully terminated it would have likely continued to determine the application as there were a number of significant health and safety issues raised by the tenant. There had also been a fire in the house and one of the matters complained about in the application was the lack of smoke alarms to detect fire. This is a significant factor that affects any tenant living in this house and impacts on their safety in the event of fire.
45. The tribunal made no determination regarding the washing machine and the wash hand basin in the bathroom/shower room as they had been removed and were not available to inspect.
46. From inspection the tribunal determined:
- 1) The storm door is not wind and watertight or secure as a strip of timber is missing and the gap exposes the lock mechanism when the door is closed.
 - 2) The front door of the house is not in a reasonable state of repair and in proper working order as it is sticking and cannot be easily closed.
 - 3) The foul waste pipe in the bathroom/shower room of the house is blocked and silt like debris was noted within it.
 - 4) There were no smoke detectors in the house nor was there a heat detector in the kitchen of the house.
 - 5) There was no CO detector in the house.
 - 6) No current satisfactory Electrical Installation Condition Report (EICR), including Portable Appliance Testing (PAT), prepared by a suitably qualified and registered electrician over the house had been provided to the tribunal for inspection.
 - 7) No current Gas Safety Record showing all gas appliances, fittings, chimneys and flues in the house are safe and working efficiently had been provided to the tribunal for inspection.
47. The tribunal is satisfied that the landlord has failed to comply with the repairing standard in relation to the landlord having failed to ensure that: -

- a) The house is wind and watertight and in all other respects reasonably fit for human habitation, in terms of Section 13(1) (a) of the 2006 Act.
- b) The installations in the house for the supply of water, gas, electricity (including residual current devices) and any other type of fuel and for sanitation, space heating by a fixed heating system heating water are in a reasonable state of repair and in proper working order, in terms of Section 13(1) (c) of the 2006 Act
- c) Any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order
- d) The house meets the tolerable standard. This includes the following:
 - 1) It has an interlinked system of fire and smoke alarms and adequate carbon monoxide alarms.
 - 2) In the case of a house having a supply of electricity, it complies with the relevant requirements in relation to the electrical installations for the purposes of that supply.

In terms of Section 13(1) (h) of the 2006 Act.

- 48. The Tribunal concludes that the landlord has failed to comply with the repairing standard as set out in the Act. The Act states that where a tribunal decides that a landlord has failed to comply with their duty in that respect, the tribunal “must by order require the landlord to carry out such work as is necessary for the purpose of ensuring that the house concerned meets the repairing standard.”
- 49. The Tribunal determined that the landlord has failed to comply with the duty imposed by Section 14(1)(b) of the Act and proceeded to make a repairing standard enforcement order (RESO) to require the landlord to rectify the identified defects as follows:
 - 1) Repair the missing timber section of the left external storm door to the House, to fill in the vertical gap that runs alongside the lock mechanism to ensure the storm doors are secure and open and close properly.
 - 2) Adjust or trim the internal front door to the House to ensure that the door can easily be closed into the door frame and locked.
 - 3) Clear and unblock the bathroom foul waste pipe of debris (including silt or stones) to allow free water egress.
 - 4) Install in the House satisfactory equipment for detecting fire and giving warning in the event of fire or suspected fire by installing one smoke detector in the room most frequently used for general daytime living purposes, one smoke detector in every circulation space, one heat

detector in the kitchen of the House; all smoke and heat detectors to be ceiling mounted and interlinked. All in line with the Scottish Government Guidance on the tolerable standard Chapter 16: Satisfactory Fire Detection.

- 5) Instruct a suitably qualified SELECT, NICEIC or NAPIT registered electrician to carry out a certified electrical inspection of the entire electrical installation of the House and all electrical appliances and equipment supplied by the landlord and carry out all necessary works to rectify any identified C1 and C2 categorised areas. Thereafter to provide the First-tier Tribunal for Scotland (Housing and Property Chamber) with a current satisfactory Electrical Installation Condition Report (EICR), including Portable Appliance Testing (PAT), prepared by a suitably qualified SELECT, NICEIC or NAPIT registered electrician.
- 6) Instruct a suitably qualified Gas Safe registered engineer to carry out a gas safety inspection of the House. Thereafter to provide the First-tier Tribunal for Scotland (Housing and Property Chamber) with a current Gas Safety Record showing all gas appliances, fittings, chimneys and flues in the House are safe and working efficiently.
- 7) Install an adequate carbon monoxide detector in the House to comply with current Scottish Government Guidance.

50. 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, Legal Member

14 May 2025