

# **Housing and Property Chamber**

## **First-tier Tribunal for Scotland**

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

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

**Chamber Ref: FTS/HPC/RP/25/0421**

**Property: 69 Mahon Court, Moodiesburn, G69 0QF ('The House')**

**The Parties: -**

**Rebecca Chester, 16 Askew Drive, Spencers Wood, Reading, Berkshire, RG7 1HG ("the landlord")**

**Brian Nugent, 69 Mahon Court, Moodiesburn, G69 OHF ("the tenant")**

### **Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ('the tribunal') having made such enquiries as are fit for the purpose 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 concerned determined that the landlord has failed to comply with the duty imposed by Section 14(1)(b) of the Act.**

**The decision was unanimous.**

**The Tribunal consisted of: -**

**Mary-Claire Kelly, Chairing and Legal Member**

**Kingsley Bruce , Ordinary Member (surveyor)**

## Background

1. By application accepted on 15 April 2025, the tenant applied to the First-tier Tribunal (Housing and Property Chamber) for a determination of whether the landlord had failed to comply with the duties imposed by section 14(1)(b) of the Act.
2. The application stated the landlord had failed to comply with the duty to ensure that the house meets the repairing standard and that the landlord had failed to ensure compliance with the section 13(1) of the Act.
3. The application contained copy correspondence between parties including text and email correspondence.
4. The application and accompanying correspondence specified that the said failure was established as the following work needed to be carried out:
  - Storage Heaters in living room, hall and bedroom not working
  - Hot water – takes 2 minutes to heat up in the kitchen
  - Hot water – is scalding in the bathroom
  - Back door unlocked
  - Internal doors don't stay closed
  - Repair required to front door
  - Intercom is faulty
  - Bath socket is faulty
5. Notices of Referral to a Tribunal under section 23(1) of the Act were sent to parties on 7 May 2025.
6. Prior to the hearing the landlord submitted written submissions and documents by email dated 28 May 2025. The documents submitted included *inter alia*:
  - Copy Electrical Installation Condition Report
  - Photographs of the property
  - Email and text correspondence
  - Correspondence with Nicola Barclay support worker.
  - Letter from North Lanarkshire Council Private Sector Housing Team dated 6 February 2025
  - Home Report

- Invoice from First Plumbing and Heating dated 4 February 2025
- Legal correspondence
- Energy Performance Certificate
- Correspondence from the applicant's advocate

### **Hearing and Inspection**

7. The Tribunal inspected the house on the morning of 24 July 2025. The tenant who is currently residing in the property was present. Nicola Barclay, Manager of Disability Support Service, North Lanarkshire Council was also in attendance to provide support to the tenant.
8. Photographs were taken by the Tribunal during the inspection. Copies of the photographs are attached as a schedule to this statement of decision.
9. A hybrid hearing took place at Glasgow Tribunals Centre at 11.45 am. The tenant attended in person with Ms Barclay. The landlord attended via teleconference.
10. Extensive written submissions were received from parties in advance of the hearing. It was clear from written representations and further information submitted that the relationship between the tenant and the landlord had deteriorated. The Tribunal set out ground rules regarding behaviour prior to hearing. It was also explained that, whilst there appeared to be wider disputes between the parties, the issue for the Tribunal at the hearing was whether or not the property met the required standards of repair as at the date of the inspection and hearing. The Tribunal allowed breaks during the hearing to ensure the tenant was able to participate fully.
11. At the inspection and hearing the Tribunal considered each of the issues specified in the application in turn.
12. Storage heaters in living room, hall and bedroom : During the inspection the heaters were not switched on. The Tribunal observed that the heaters were of considerable age. The landlord stated that she had purchased 2 new storage heaters after receiving information from an electrician instructed by the tenant that the existing heaters were not working properly. The landlord accepted that there were issues with the functioning of the heaters. She stated that

there had been issues with the tenant allowing access for repairs to be carried out to the heaters which had meant that the new heaters had not been installed. The tenant stated that there had been ongoing issues with the functioning of the heaters for some time.

13. Hot water in kitchen: The Tribunal observed that the flow of water from the tap in the kitchen was low. It was observed that the tap took a considerable period of time to provide hot water. The tenant stated that he frequently boiled a kettle for hot water rather than use the tap due to the length of time the tap took to provide hot water. The landlord stated that there was a gravity operated water cylinder within the property. She stated that a plumber had carried out work to the tap earlier in the year and as far as she was aware that water pressure was adequate. An invoice submitted by the landlord dated 4 February 2024 confirmed that 1<sup>st</sup> Choice Plumbing and Heating had fitted a new kitchen mixer tap.
14. Hot water – is scalding in the bathroom: The tenant confirmed that this issue had been resolved prior to the inspection and hearing.
15. Back door unlocked: It was observed that the back door to the communal stair was unlocked and open during the inspection. The tenant stated that the door was never locked. The landlord stated that she did not hold a key for the back door. She stated that when the tenant moved in she had raised the issue of the lack of a key to the back door with one of the other residents who had confirmed that she also did not have a key. The landlord stated that there was no property factor and that obtaining a key would require consultation with the other property owners within the building.
16. Internal doors don't stay closed – It was observed during the inspection that the closing mechanism on the internal doors did not catch properly with the result that they did not firmly close and remain closed.
17. Repair required to front door - It was observed during the inspection that a repair had been carried out to fix a draught excluder to the front door. The door had 2 locks , a yale lock and mortice lock. The mortice lock was not working at the time of the inspection.
18. Intercom is faulty- The tenant confirmed that this repair had been addressed prior to the inspection, The intercom was observed to be in proper working order..

19. Bath socket is faulty- It was observed that there was a bath plug which appeared to perform its function, The tenant stated that the plug was slightly large but did fit in the plug hole. Other issues observed within the bathroom are noted at paragraph 31 below.

20. **Access for repairs:** Both parties had submitted a large volume of correspondence regarding arrangements for access for repairs. Ms Barclay stated that she may be able to assist the tenant with arrangements for access for repairs. The Tribunal reminded parties that they required to work with each other to allow reasonable access to have any repairs carried out. The Tribunal reminded parties that reasonable notice should be given of repairs and that the tenant was required to allow access after reasonable notice had been provided. The Tribunal set out that reasonable access would be expected within normal working hours and that any tradespeople attending the property should be allowed to carry out their work without interference.

### **Summary of the issues**

21. The issue to be determined is whether the house meets the repairing standard as laid down in section 14 of the Act and whether the landlord has complied with the duty imposed by sections 13(1) of the Act.

### **Findings in fact: -**

22. The tribunal finds the following facts to be established: -

- a. The landlord and tenant entered into a tenancy agreement with a commencement date of 18 August 2024.
- b. The property is a 2 bedroom second floor flat entered via a communal stair.
- c. The tenant has experienced issues with the functioning of the storage heaters in the hall and bedroom.
- d. The water flow to the hot tap in the kitchen does not have adequate water pressure with the result that the tap does not provide hot water within a reasonable period of time.

- e. The back door to the common stair is not secured and fitted with a lock for which the tenant has access to a key.
- f. The internal doors do not remain closed and are not in proper working order.
- g. The mortice lock on the front door is not functioning. The front door is not in a reasonable condition as a result.
- h. The bath plug within the property functions adequately and is in proper working order..
- i. The Electrical Installation Condition Report dated 14 August 2024 submitted by the landlord has not been prepared by an electrician registered with a recognised trade body such as SELECT, NAPIT or NICIEC.

### **Reasons for the Decision**

- 23. The Tribunal determined the application having regard to the bundle of papers which had been available prior to the hearing, the inspection and the oral representations at the hearing.
- 24. The Tribunal was only able to consider those items which formed part of the intimated application.
- 25. The tenant confirmed that the issues stated in the application relating to the intercom and the water temperature in the bathroom had been resolved since the application had been submitted. During the inspection the tenant demonstrated the use of the bath plug which was observed to be functioning adequately.
- 26. The Tribunal determined that the installations in the house for the supply of water required a repair to ensure that the hot water tap in the kitchen was in a reasonable state of repair and proper working order. The Tribunal took into account observations at the inspection in particular in assessing that the tap was not in proper working order. The Tribunal noted that the landlord had instructed a plumber to install a new mixer tap as evidenced by the invoice dated 4 February 2024 from 1<sup>st</sup> Choice Plumbing and Heating however the issue had not been resolved by that repair.

27. The Tribunal determined that the heating system in the property was not in proper working order and that repairs may be required to the storage heaters in the living room, hall and bedroom. Whilst the heaters were not switched on during the inspection the Tribunal took into account the documentary and oral evidence of the parties in relation to this item. The Tribunal noted that the landlord had purchased 2 replacement heaters and accepted that there was an issue with the heaters.
28. The Tribunal determined that the front door to the property was not in proper working order as the mortice lock was not functioning. The Tribunal considered that a repair required to be carried out to the lock. The Tribunal noted that a previous repair had been carried out to the front door to reduce draughts. The Tribunal determined that the front door was in proper working order to the extent that there was no observable issue with draughts however a repair was required to the lock.
29. The Tribunal observed that the back door to the communal stair was open during the inspection. Both parties gave evidence that the door was always open as no key was held by the landlord or tenant to open it. The Tribunal accepted the landlord's evidence that the door was communal and she had spoken to other residents to check if a key was available. The Tribunal also noted that the landlord would have to cooperate with the other owners of the properties to resolve this issue. However, the Tribunal determined that there is a breach of the repairing standard as the common door is not fitted with a secure lock to which the tenant has a key.
30. The Tribunal considered that 8 weeks was a reasonable period for the repairs to be completed and the appropriate documentation submitted.
31. Whilst the Repairing Standard Enforcement Order sets out what the Tribunal considers is a reasonable time frame for the required works to be completed, both parties are reminded that they should work with each other to allow reasonable access to have any repairs effect.

### **Observation**

32. It was observed at the inspection that the light switch in the bathroom was not working with the effect that the light was constantly on. This item should be

checked for safety by a suitably qualified electrician and repaired as necessary.

33. The Tribunal noted that whilst an EICR had been produced by the landlord dated 14 August 2024 the inspection had not been carried out by an electrician currently registered with an accredited registration scheme operated by a recognised body such as SELECT, NAPIT or NICIEC and accordingly does not comply with statutory guidance. The landlord requires to produce a valid EICR to ensure the installations for the supply of electricity are in a reasonable condition and proper working order and to comply with statutory obligations.

### **Decision**

The tribunal determined that the Landlord has failed to comply with the duty imposed by section 14(1)(b) of the Act. The tribunal proceeded to make a Repairing Standard Enforcement Order as required by section 24(1).

### **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.

# M-C Kelly

Chairperson:

Date: 24 July 2025



Schedule of photographs

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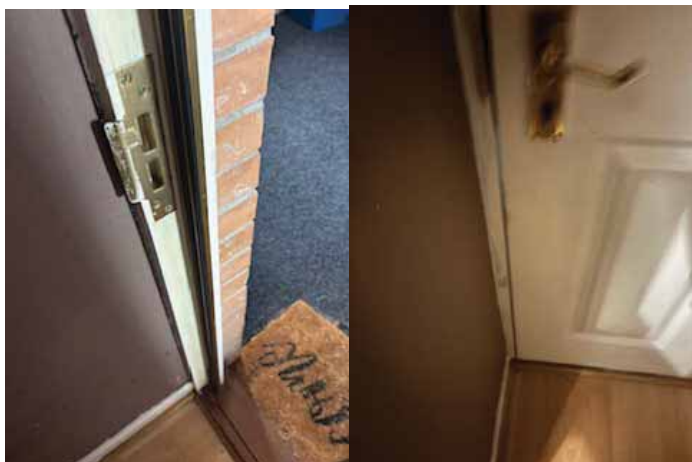
69 Mahon Court, Moodiesburn, G69 0QF.

24 July 2025

Street Elevation



Flat Entrance door



Rear Door



Bathroom light switch



Kitchen sink- showing flow rate



## Internal doors



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## Livingroom and bedroom heaters



Prepared by Kingsley K Bruce

Ordinary (Surveyor) Member

24 July 2025