

Housing and Property Chamber

First-tier Tribunal for Scotland



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

**DECISION OF THE TRIBUNAL
UNDER SECTION 60
OF THE HOUSING (SCOTLAND) ACT 2006**

**RE: All and Whole the dwelling house known as 46a North Street, Bo'ness EH51
0AG registered in the Land Register under Title no WLN2418 ("the House")**

The Parties:

**Falkirk Council, Suite 2, Callendar Business Park, Falkirk FK1 1 XR ("the Third
Party")**

**Klean Properties Ltd, with registered office at Mckellar Accountancy, Unit
Studio 2001 Mile End Mill, Abbey Mill Business Centre Ltd, 12 Seedhill Road,
Paisley, Renfrewshire, Scotland, PA1 1JS ("the Landlord")**

Reference number: FTS/HPC/RT/22/4292

Tribunal Members:

John McHugh, Chairperson
Greig Adams, Ordinary (Surveyor) Member

DECISION

The Tribunal having carried out a further inspection of the House determined that the work required by the Repairing Standard Enforcement Order dated 24 March 2023 ("the RSEO") had been completed.

The decision of the Tribunal was unanimous.

Background

The RSEO required the Landlord to complete the following work within 42 days of service of the RSEO:

- 1 To repair or replace the windows such that all windows in the property are capable of being opened and closed as designed; have no broken panes and are reasonably draughtproof.
- 2 To render the front door reasonably draughtproof.
- 3 To carry out decorative repairs to the water damaged areas of the hall cupboard and bedroom and to remove the mould present.
- 4 To repair or replace the handle on the door between the livingroom/kitchen and the hall with a functioning handle.
- 5 To repair the door between the livingroom/kitchen and the utility room such that it can be opened and closed with ease.
- 6 To replace the seal on the bath.
- 7 To carry out decorative remedial works after completing any repairs.

Reasons for the Decision

On 8 June 2023, the Tribunal carried out a re-inspection of the House.

At the re-inspection the following was noted:

1 a) Additional screw fixings were evident within the window frame acting as an informal sash stop preventing operation of the upper sashes. The upper sashes therefore do not operate as intended nor are they capable of being opened and closed. There was ad hoc evidence of localised compressible foam sealant strips evident. b) At the middle window of the bay window, the Landlord has provided a single pull handle fitted centrally to the lower part of the sash whilst 2 No. cable window restrictors have been fitted to either side of the window frame. c) The lower sashes are noted to still slam shut under self-weight and present a safety hazard. d) The provision of window restrictors is not a satisfactory solution and requires an individual on their own to lift the heavy and large sashes (taking into account that the weighting mechanism has failed providing no counterweight) whilst holding the sash in one hand then somehow attempting to clip the window restraints into position with the other hand. The windows remain incapable of being opened and closed as designed whilst the solution attempted remains unsatisfactory with safety concerns remaining. e) There remains a broken pane of glass to the bay window, whether there is safety film and/or safety tape is not a relevant consideration against the RSEO which outlives that there should be no broken panes. f) The windows despite any remedial works undertaken remain below requisite standards.

2. An unknown material has been fitted around the doorstep of the main entrance door except around the lock area. The material was loose and not adequately fitted.

The thin material is not being placed under suitable compression whilst the strip is not fitted fully to the perimeter of the opening. Due to i) the strip material not being placed under adequate compression due to thickness and type utilised and ii) the strip material not fully encompassing the perimeter of the door; draught entry will be reasonably anticipated. Further draught proofing measures are required to meet requisite standards.

3. Decoration works within the Hall and Bedroom were adequately completed. There remains an area of staining within the Hall Store however, it appears that the Landlord was unable to access these parts to carry out any further decoration works due to tenant storage of items.

4. The pedestrian pass door incorporated lever handles to both sides of the door however, it appears that the internal handle from the hall store has been utilised, leaving the hall store without an internal handle. During operation of the lever handle, the latch was noted to stick behind the latch plate with the lever handle not returning to a horizontal position. The operation of the door remains impaired and requires further repair to meet requisite standards whilst a lever handle should also be provided to the internal face of the hall store.

5. The Landlord has added a small magnetic door catch adjacent to the keeper cut-out position (in the absence of full doorstops that would normally be provided whilst there are gaps between the top doorstop and the top edge of the door). In addition, the Landlord has submitted a statement stating that the door has been planed and fits the frame. The door latch is not able to engage to secure the door in its closed position given that the striker plate has been removed. The door is therefore able to be pushed open without operation of the lever handle given the absence of the striker plate and consequently failure of the latch to be restrained. The works progressed to date fail to adequately attend to this item.

6. Sealant works have been completed satisfactorily.

7. Given that all RSEO items have not been fully attended to, was not not able to confirm compliance at that stage.

There is now a new owner of the House who we refer to as "the Landlord" in this Decision.

On 12 March 2026 the Tribunal carried out a further re-inspection. The Tribunal noted that all of the requirements of the RSEO had been complied with except for part 1 (windows). The original windows remained in place. The Landlord indicated a willingness to replace the windows. The Tribunal requested that the Landlord provide evidence of the window replacement once complete. The Landlord has now provided photographic evidence of the installation of replacement windows. The Tribunal is accordingly satisfied that the RSEO has been complied with and that a section 60 Certificate will be issued.

The Rent Relief Order applied only to the tenancy between the Landlord and Tenant which has now ended and so the Tribunal does not require to make an order revoking it.

Right of Appeal

In terms of section 46 of the Tribunals (Scotland) Act 2014, a party 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.

J McHugh

John McHugh
Chairperson

Date: 14 July 2026