Repairing Standard Enforcement Order

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

(Hereinafter referred to as "the Tribunal")

Case Reference number: FTS/HPC/RP/26/0647

Land Register Title No: DMB2125

Re: Property at 12G Glenacre Road, Carbrain, Cumbernauld, G67 2NY ("the Property")

The Parties:

Mr King Wa Yeung ("the Tenant")

Mr Raymond Caldwell, c/o Property Angels, 14 Main Street, Bothwell G71 8DS ("the Landlord")

Tribunal Members:

Sarah O'Neill (Legal Member) and Greig Adams (Ordinary (Surveyor) Member)

NOTICE TO: Mr Raymond Caldwell (the Landlord)

Whereas in terms of its decision dated 8 October 2026, the tribunal determined that the landlord had failed to comply with the duty imposed by Section 14 (1) (b) of the Housing (Scotland) Act 2006 ("the 2006 Act"), and in particular that the landlord has failed to ensure that: 1) the house is wind and watertight and otherwise reasonably fit for human habitation, 2) the structure and exterior of the house is in a reasonable state of repair and in proper working order, 3) the installations in the house for the supply of electricity are in a reasonable state of repair and in proper working order, 4) some fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order, and 5) the house meets the tolerable standard in some respects.

The tribunal therefore makes a Repairing Standard Enforcement Order (RSEO) as required by section 24 (2) of the 2006 Act.

The tribunal now requires the landlord to carry out such work as is necessary for the purpose of ensuring that the house meets the repairing standard, and that any damage caused by the carrying out of any work in terms of this order is made good before the date specified in this order.

In particular, the tribunal requires the landlord to:

1. Remove sanitaryware, bath panels and associated parts as required to facilitate removal of all defective, water damaged and timber decayed areas of laminate and chipboard flooring serving the bathroom and to expose the underlying timber joists or timber floating floor framework to allow detailed inspection. Install drying equipment to ensure that floor areas are brought to a suitable dry equilibrium.

2. Repair/replace all timber decayed sections of timber joists/framework exposed. Replace any water damaged or saturated insulation materials present before installing new moisture resistant chipboard. Reinstate previously set-aside sanitaryware, install new suitable floor covering, install new bath panels and re-seal all sanitaryware. Include for making good all further damage arising from these works.

3. Uplift all damaged laminate floor coverings throughout the house, replacing with new suitable floor coverings suitable for use in designated areas; all to ensure that all installed floor coverings on completion are in a reasonable state of repair and in proper working order.

4. Uplift all cracked/damaged floor tiles throughout the kitchen and either replace individual damaged tiles or alternatively replace floor tiling in its entirety; all to ensure that all floor coverings on completion are in a reasonable state of repair and in proper working order.

5. Remove and replace all damaged/defective kitchen components including water damaged worktop serving sink wall, water damaged sink base unit, any damaged infill or decorative panels and damaged door fronts affected by defective veneer including repair/replacement of all other kitchen components to ensure that such fixtures and fittings are in a reasonable state of repair and in proper working order.

6. Replace all breached/misted double glazed units to external windows tp ensure that they are wind and watertight.

7. Repair/replace gearing to the kitchen left-hand window as required to reinstate this to a reasonable state of repair and proper working order, including

specifically any necessary repairs to ensure that "tilt" and "turn" operations are capable of being performed safely and without impairment.

8. Carry out mould eradication works within the rear bedroom and bathroom. This should include stripping and removal of mould contaminated plasterboard ceilings, provision of additional insulation to improve thermal resistance of ceilings/ceiling void. Install replacement plasterboard to ceilings and carry out any required cleaning and mould decontamination works prior to redecoration; ensuring that all mould within the rear bedroom and bathroom is removed and treated; all to leave such areas wind and watertight and otherwise reasonably fit for human habitation.

9. Install a fully operational humidistat controlled mechanical extract ventilation system serving the bathroom capable of extracting a minimum of 15 litres/second.

10. Ensure that mechanical extract ventilation is provided directly to external air within the kitchen (capable of 30/litres/second extract if located over the hob, alternatively 60 litres/second if positioned elsewhere).

11. Install retrospective controllable trickle vents to the kitchen, bathroom and rear bedroom windows as a minimum, to provide continuous background ventilation without the need to open windows.

12. Repair/replace all timber decayed sections of the external timber panelling below the rear bedroom window to the gable elevation, rake out and replace all perimeter sealants to leave in a wind and watertight condition.

13. Provide to the tribunal an up to date Electrical Installation Condition Report (EICR) for the house, showing that all electrical installations, appliances and fixtures and fittings supplied by the landlord within the house have been checked and are in satisfactory condition.

    The EICR must be produced by either:

    - a suitably qualified and registered SELECT or NICEIC contractor
    - a member of NAPIT, or
    - a contractor who is able to provide evidence that they are a 'competent person' i.e. a completed and signed checklist, as set out at Annex A on page 13 of the guidance by Scottish Ministers on Electrical Installations and Appliances in Private Rented Property, which can be found on the Chamber's website.

14. Appoint a suitably qualified and registered SELECT or NICEIC electrical contractor or a suitably skilled electrician to specifically review, investigate and appraise "tripping" of electrics from use of the electric hob. Provide a letter or report with the contractor's findings for further consideration by the tribunal. In conjunction with the investigation works, repair or replace the hob and/or control knob as necessary to leave such parts in a reasonable state of repair, safe and proper working order.

The tribunal orders that the works specified in this order must be carried out and completed within the period of **five months** from the date of service of this notice.

Rights 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.

Please note that in terms of section 28(1) of the Housing (Scotland) Act 2006, a landlord who, without reasonable excuse, fails to comply with a RSEO commits an offence liable on summary conviction to a fine not exceeding level 3 on the standard scale. A landlord (and that includes any landlord's successor in title) also commits an offence if he or she enters into a tenancy or occupancy arrangement in relation to a house at any time during which a RSEO has effect in relation to the house. This is in terms of Section 28(5) of the Act.

IN WITNESS WHEREOF these presents typewritten on this and the preceding page are signed by Sarah Frances O'Neill, solicitor, Chairperson of the First-tier Tribunal (Housing and Property Chamber), at Glasgow on the eighth day of October, Two Thousand and Twenty-Six before this witness –

J Devlin witness S O'Neill Chairperson

name in full

20 York Street, Glasgow address
G2 8GT