

Housing and Property Chamber First-tier Tribunal for Scotland



STATEMENT OF DECISION: First-tier Tribunal for Scotland (Housing and Property Chamber) in terms of Section 24 (1) of the Housing (Scotland) Act 2006 (“the Act”) in respect of an application under Section 22(1) of the Act

Chamber reference: FTS/HPC/RP/21/0451

Re: Property at Flat 3/2, 89, Armadale Street, Glasgow, G31 2PS registered in the Land Register for Scotland under title number GLA174761 (“the Property”)

The Parties:

Mrs. Surinder Kaur, care of 1-2 Let (Lettings & Sales) LTD., 104, Bellgrove Street, Glasgow, G31 1AA (“the Landlord”) per her agents the said 1-2 Let (Lettings & Sales) LTD. (“the Landlord’s Agent”)

Tribunal Members:

Karen Moore (Chairman) and Carol Jones (Ordinary Member)

Decision

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 Property, determined that the Landlord has not complied with the duty imposed by Section 14 (1) (b) of the Act in respect that the Property does not meet the Repairing Standard in respect of Section 13(1) (d) of the Act and that for the reasons set out below.

Background

1. By application received on 25 February 2021 (“the Application”), the tenants of the Property applied to the First-tier Tribunal for Scotland (Housing & Property Chamber) for a determination that the Landlord has failed to comply with the duty imposed on it by Section 14(1)(b) of the Act in respect that the Property does not meet the Repairing Standard in respect of Sections 13(1) (c) and 13(1) (d) of the Act. The Application was referred to the Tribunal and a Case Management Discussion (“CMD”) was arranged for 22 April 2021 at 10.00 by telephone conference call.

2. Prior to that CMD, the Tribunal issued the following Direction: - *“The Landlord is Directed to submit to the Tribunal and the Tenant :1. The current Gas Safety Record for the Property; 2. The current Electrical Installation Condition Report (EICR) for the Property and 3. The current Portable Appliance Test (PAT) on appliances, if any, provided by the Landlord. “*, which was complied with.
3. By email dated 8 April 2021, the tenants withdrew the Application. However, the Tribunal, having regard to the nature of the matters complained of in the Application, continued the Application of its own accord and the CMD took place on 22 April 2021 at 10.00 by telephone conference call. Mr. Pantony of the Landlord’s Agent took part. The Landlord did not take part. Mr. Pantony advised the Tribunal that the Landlord had carried out all of the works requested by the tenants which included replacing the boiler, repairing the damage to the bathroom by mending the bath and sink, resealing around the bath, replacing the plugs and replacing a faulty light fitting, removing the rubbish which had been left by previous tenants and replacing light bulbs throughout. Mr. Pantony advised the Tribunal that the tenants had declined to have the carpets cleaned or replaced and the that the Landlord had reduced the rent. The outcome of the CMD was that the Tribunal adjourned the CMD to a later date for an Inspection and Hearing.
4. The Tribunal issued the following further Direction: *“The Landlord is Directed to submit to the Tribunal: The commissioning documents for the new boiler which was installed at the Property on 8 December 2020; Photographic evidence of the repairs to the bathroom showing the repair to the seals around the bath, the repair to the bath, the repair to the wash hand basin, the new light fitting and the replacement of the plugs; A copy of the receipted invoice for the replacement bathroom light fitting and A copy of the Inventory, if any, of the furnishings provided by the Landlord.”*, which was complied with.
5. An Inspection of the Property was then arranged for 26 July 2021 and a Hearing for 2 August 2021.

Inspection

6. The Inspection took place on 26 July at 11.30 a.m. at the Property. Mr. Pantony, the Landlord’s Agent was present. The Landlord was not present.
7. The Tribunal inspected the parts of the Property referred to in the Application namely:-
 - i) The carpets throughout the Property;
 - ii) The boiler;
 - iii) The bathroom in respect of the condition of the bath, the seal around the bath, the tiles and grouting, the wood surround at the bath, the wash hand basin, the ceiling mounted light fitting and
 - iv) The blinds in the bedrooms.
8. At the Inspection, the Tribunal took digital photographs which photographs form the Schedule annexed to this decision and which had been issued to the Landlord before the Hearing.

Hearing

9. A Hearing was held on 2 August 2021 at 10.00 by telephone conference call. Mr. Pantony, the Landlord's Agent took part. The Landlord did not take part. The Tribunal advised Mr. Pantony that it noted that, although there were still some minor chips to the bath and there was some slight mould at the tiles adjacent to the taps, the bath had been repaired and resealed satisfactorily, there was no evidence of rot at the bath panel and the wash hand basin and light fitting had been replaced. The Tribunal advised Mr. Pantony that it noted that the boiler had been replaced and that it was satisfied with the certificates lodged, including that for the boiler. The Tribunal accepted that although blinds for both bedrooms were listed on the Inventory, there was only one in the Property and that the tenants were satisfied with that.
10. Therefore, the only matter which remained outstanding was the carpeting which, at the Inspection, the Tribunal had noted is badly marked, burnt in places and ingrained with dirt. Mr. Pantony stated that the Landlord had offered to either deep clean or replace the carpets but the tenants had refused or been reluctant to allow this to happen. The Tribunal noted that the monthly rent of £800.00 had been reduced to £650.00 but advised Mr Pantony that this was not relevant to the Application.

Summary of the Issues

11. The issues to be determined by the Tribunal are whether or not the Property meets the Repairing Standard in respect of Sections 13(1) (c) and 13(1) (d) of the Act at the date of the Inspection and Hearing.

Findings of Fact

12. Mrs. Surinder Kaur is the owner of the Property in terms of Land Certificate GLA174761 which is subject to a private residential tenancy.
13. From the Inspection, the Tribunal found the following in respect of matters specifically complained of in the Application and matters observed only:
- i) The boiler has been replaced;
 - ii) The bath has been repaired and has been resealed;
 - iii) The tiling and grouting at the bath has been cleaned;
 - iv) There is no evidence of rot at the bath paneling;
 - v) The wash hand basin has been replaced;
 - vi) The light fitting in the bathroom has been replaced;
 - vii) Bedroom 2 has a window blind which appears to fit the window but bedroom 1 has no blind and
 - viii) The carpets in the living room and both bedrooms are in a poor condition with ingrained dirt, burns marks and surface tears;
 - ix) The smoke detector in the hallway is affixed to the wall above the cupboard door, current guidance states that all smoke detectors should be ceiling mounted (observation) and

- x) The carbon monoxide detector in the Property does not comply with the current regulations as it is not affixed at a height above the top of the door and windows in the kitchen (observation)

Decision of the Tribunal and reasons for the decision.

- 14. The Tribunal's decision is based on the Application with supporting documents, the Landlord's responses to and compliance with the Directions, the Inspection and the Hearing.
- 15. In respect of the complaint in terms of Section 13 (1) (c) of the Act that the Landlord has failed to ensure that the installations in the Property for the supply of water, gas and electricity and for sanitation, space heating and heating water are in a reasonable state of repair and in proper working order, the Tribunal found that at the date of the Inspection and Hearing the Landlord had not failed to comply with the duty imposed by Section 14 (1) (b) of the Act.
- 16. In respect of the complaint in terms of Section 13 (1) (d) of the Act that any fittings, fixtures and appliances provided under the tenancy are in a reasonable state of repair and in proper working order, the carpets in the living room and both bedrooms are in a poor condition with ingrained dirt, burns marks and surface tears and so the Tribunal found that at the date of the Inspection and Hearing the Landlord had failed to comply with the duty imposed by Section 14 (1) (b) of the Act.
- 17. The decision is unanimous.

Repairing Standard Enforcement Order

- 18. Having determined that the Landlords have failed to comply with the duty imposed by section 14(1)(b), the tribunal proceeded to make an RSEO as required by Section 24 (1) of the Act.
- 19. The Landlord's attention is drawn to the Tribunal's observations in respect of the placement of the carbon monoxide and smoke detector in the hallway.

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.

K Moore

Signed

Karen Moore, Chairperson

2 August 2021

Housing and Property Chamber First-tier Tribunal for Scotland



REPAIRING STANDARD ENFORCEMENT ORDER

Chamber Ref: FTS/HPC/RP/21/0451

Property at Flat 3/2, 89, Armadale Street, Glasgow, G31 2PS registered in the Land Register for Scotland under title number GLA174761 (“the Property”)

The Parties:

Mrs. Surinder Kaur, care of 1-2 Let (Lettings & Sales) LTD., 104, Bellgrove Street, Glasgow, G31 1AA (“the Landlord”) per her agents the said 1-2 Let (Lettings & Sales) LTD. (“the Landlord’s Agent”)

Tribunal Members:

Karen Moore (Chairman) and Carol Jones (Ordinary Member)

Notice to Landlord

**Mrs. Surinder Kaur, care of 1-2 Let (Lettings & Sales) LTD., 104, Bellgrove Street,
Glasgow, G31 1AA**

Whereas in terms of its decision dated 2 August 2021, the First-tier Tribunal for Scotland determined that the Landlord had failed to comply with the duty imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 and, in particular, that the Landlord has failed to comply in respect of Section 13(1) (d) of the Act the First-tier Tribunal now requires the Landlords to carry out the following works or other such works as are necessary for the purposes of ensuring that the Property meets the Repairing Standard and that any damage caused by carrying out of the works in terms of the Order is made good.

The Landlord must on or before 20 September 2021:-

1. Replace the carpets in the living room and in both bedrooms of the Property;

Note to Landlord:-

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.

Further, in terms of Section 28(1) of the Housing (Scotland) Act 2006, a landlord who, without reasonable excuse, fails to comply with a Repairing Standard Enforcement Order commits an offence liable on summary conviction to a fine not exceeding Level 3 of the standard scale, and in terms of Section 28(5) of that Act, also commits an offence if he or she enters into a tenancy or occupancy agreement in relation to a house at any time during which a Repairing Standard Enforcement Order has effect in relation to the house.

In Witness Whereof these presents printed on this and the two preceding pages are subscribed by Karen Moore, Chairperson of the tribunal, at Glasgow on 2 August 2021 before this witness Norman William Moore, solicitor of 1A, South Muirhead Road, Cumbernauld G67 1AX

W Moore *Witness*

K Moore