

# Housing and Property Chamber

## First-tier Tribunal for Scotland



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

**Certificate of Completion of Work: Housing (Scotland) Act 2006 Section 60**

**Chamber Ref: FTS/HPC/RP/16/1032**

**Title no: GLA196485**

**Flat 6/3, 1071 Argyle Street, Glasgow, G3 8LZ ("the house")**

**The Parties:-**

**Mr Iain Strachan and Mrs Stephanie Strachan, formerly residing at the house, now care of Messrs Anderson Strathern LLP, George House, 50 George Square, Glasgow, G2 1EH ("the Tenant")**

**Mr Owen Ryan, care of Countrywide Lettings, 71 Candleriggs, Glasgow, G1 1NP, represented by his agents, Countrywide Lettings ("the Landlord")**

The First-tier Tribunal for Scotland (Housing and Property Chamber) ('the Tribunal') hereby certifies that the work required by the **Repairing Standard Enforcement Order** relative to the house dated 10 April 2017 has been completed. Accordingly, the said Repairing Standard Enforcement Order relative to the house has been discharged.

**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.

IN WITNESS WHEREOF these presents typewritten on this page are executed by Nicola Weir, Legal Member of the Tribunal at Glasgow on the Twenty-second day of May, Two thousand and seventeen in the presence of this witness:-

N Weir

Witness

Legal Member

FINLAY WEIR  
2 FIELD END  
LOWER ICKNIELD WAY  
MARSWORTH, HP23 4LN

# **Housing and Property Chamber**

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

---



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

**Statement of Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 60 of the Housing (Scotland) Act 2006**

**Chamber Ref: FTS/HPC/RP/16/1032**

**Title no: GLA196485**

**Flat 6/3, 1071 Argyle Street, Glasgow, G3 8LZ ("the house")**

**The Parties:-**

**Mr Iain Strachan and Mrs Stephanie Strachan, formerly residing at the house, now care of Messrs Anderson Strathern LLP, George House, 50 George Square, Glasgow, G2 1EH ("the Tenant")**

**Mr Owen Ryan, care of Countrywide Lettings, 71 Candleriggs, Glasgow, G1 1NP, represented by his agents, Countrywide Lettings ("the Landlord")**

### **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 Repairing Standard Enforcement Order (RSEO) relative to the house dated 10 April 2017 determined that the Landlord has complied with the Order and that a Certificate of Completion to that effect should be issued.**

**The Tribunal comprised:-**

**Mrs Nicola Weir, Legal Member**

**Ms Lorraine Charles, Ordinary Member**

### **Background**

- 1. By application received on 23 December 2016, the Tenant applied to the Tribunal for a determination of whether the Landlord had failed to comply with the duties imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 ("the Act"). The Application by the Tenant stated that the Tenant considered that the Landlord had failed to comply with his duty to ensure that the house meets the repairing standard and in particular that the Landlord had failed to ensure that:- the house is wind and watertight and**

in all other respects reasonably fit for human habitation; the structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order; the installations in the house 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; any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order; and any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed. Specifically, the Tenant complained that the en suite shower is leaking to such an extent that the floor is unsound; there is a strong odour of dampness in the property; both toilet seats were loose; the property was extremely unsanitary; the crockery was chipped and dirty; the seal on the patio door was compromised, causing a draught and noise pollution; the bed was ill fitting; the handle was loose on the bedroom door; the blinds were broken; the sofa and chair were worn, dirty, littered with debris and there is an odour from the cushions; the service buzzer was malfunctioning; the property was decorated to a poor standard; the ignition on the gas cooker was inoperative. The Tenant further stated that despite repeated calls, the letting agents have failed to provide a copy of the report on the repairs necessary; it is believed that the bathroom/shower-room requires to be ripped out and replaced and new flooring laid; a new hob is required; new sofa; new bed; new blinds; new seal installed (*sic*). Papers submitted with the Application included a copy of the Tenancy Agreement and proof that the Tenant had notified the Landlord of the required repairs prior to submitting the Application.

2. On 10 February 2017, a Convener of the Tribunal, acting under delegated powers in terms of 23A of the Act made a decision to refer the Application, under section 23(1)(a) of the Act, to a Tribunal. Notice of Referral in terms of Schedule 2, Paragraph 1 of the Act was served upon both the Landlord and the Tenant.
3. Following service of the Notice of Referral, written representations were submitted on behalf of both the Landlord and the Tenant. Both confirmed that they would attend the Hearing.
4. The Tribunal inspected the house on the morning of 27 March 2017. Ms Fiona Scott, Senior Branch Manager and Mr Scott Singh, Property Management Team Manager from Countrywide Lettings ("the Landlord's Agent"), were present during the inspection.
5. Following the inspection of the house, the Tribunal held a hearing at Wellington House, 134-136 Wellington Street, Glasgow, G2 2XL. Mr Iain Strachan, Tenant and Ms Fiona Scott and Mr Scott Singh for the Landlord's Agent were all present and gave evidence.
6. Following the hearing, the Tribunal proceeded to make a Repairing Standard Enforcement Order (RSEO) in relation to the house dated 10 April 2017. In terms of the RSEO, the Landlord was required to (i) repair,

or, as necessary replace, the seal around the patio door in the master bedroom to ensure that it is wind and watertight, and (ii) repair the gas ignition switch on the gas hob by replacing the missing safety cap to ensure that the switch is in a reasonable state of repair and proper working order and poses no safety risk to those using it. The Landlord was required to complete the work within a period of 21 days from the date of service of the RSEO.

7. On 9 May 2017, Mr Scott Singh of the Landlord's Agent emailed the Tribunal, referring to the RSEO and stated that the required works had now been completed. Mr Singh attached to his email a Report from Rapid Response Property Maintenance Ltd dated 5 May 2017 stating that the seal on the patio door at the house had been replaced, together with an Invoice dated 8 May 2017 in respect of same. Mr Singh also attached a Report from Rapid Response Plumbing & Heating Ltd dated 9 May 2017 confirming that an engineer had now attended at the house and replaced the missing ignition cap on the hob, together with an Invoice dated 9 May 2017 in respect of supplying and fitting same.
8. The Tribunal examined this documentation and were of the view that a Re-inspection of the house was not required, given the nature of the repairs required in terms of the RSEO and the detail contained in the documentation of the works carried out. The Tenant was no longer in occupation of the house, nor party to the proceedings, so no representations required to be sought from the Tenant in respect of the documentation received on behalf of the Landlord. The Tribunal was satisfied that the work required in terms of the RSEO had been completed and the RSEO accordingly complied with by the Landlord.

### **Reason for decision**

9. The Tribunal considered whether the work stipulated in the RSEO has been completed.
10. The Tribunal being satisfied from the documentation submitted on behalf of the Landlord that the work stipulated in the RSEO has been carried out and accordingly took the view that a Certificate of Completion to that effect should be issued.

### **Decision**

11. The Tribunal determined that the Landlord had complied with the RSEO and that a Certificate of Completion to that effect should be issued.
12. The decision of the Tribunal was unanimous.

## **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.

N Weir

Signed.  
Nicola Weir, Legal Member of the Tribunal

Date: 22 May 2017