

# Housing and Property Chamber

## First-tier Tribunal for Scotland



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

**Certificate of Completion of Work: Section 60 Housing (Scotland) Act 2006 as amended ("the Act")**

**Chamber Ref: PRHP/RP/16/0243**

**Re: Property at 11 Torburn Avenue, Giffnock, G46 7QZ ("the Property")**

**Title No: REN 11002**

**The Parties: -**

**Kelly Anne Murray c/o 9 Windhall Place, Newlands, Glasgow ("the former Tenant")**

**Rabbi Mordecai Bamberger 15 Belmont Drive, Giffnock; Rabbi Mordecai Bamberger 38 Yisoh Bronco, Jerusalem, 95341, Israel; Rabbi Mordecai Bamberger, Glasgow Kollel, 86 Hillside Road, London ("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 ("RSEO")** relative to the Property dated 30 September 2016 has been completed. Accordingly, the said RSEO relative to the property has been discharged.

**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.**

In terms of Section 63 of the Act, 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 type written are executed by Josephine Bonnar, Solicitor, Legal Member of the Tribunal at Motherwell on 25 May 2018 before this witness:-

G Bonnar

J Bonnar

Gerard Bonnar\_\_\_\_\_  
1 Carlton Place, Glasgow\_

Witness  
Name in full  
Address

Legal Member

# **Housing and Property Chamber**

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**Statement of Decision: Housing (Scotland) Act 2006 Section 60**

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**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 property dated 30 September 2016 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 Josephine Bonnar, Legal Member**

**Mr Kingsley Bruce, Ordinary Member**

## Background

1. By application received on 11 July 2016 the former Tenant applied to the Private Rented Housing Panel 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 their 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; the house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire, and the house has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health. Specifically the Tenant complained of the following:- (i) No smoke detector, (ii) No carbon monoxide detector, (iii) Damaged roof (house and rear extension), (iv) Defective and damaged external doors (front and back), (v) Holes in internal walls (porch, kitchen, downstairs toilet, wardrobe in bedroom), (vi) Damaged guttering, missing downpipe and damaged porch trim, (vii) Missing internal doors (porch, living room, kitchen, fitted wardrobe in bedroom, (viii) Broken light fittings (porch, kitchen, downstairs toilet, small bedroom, bathroom), (ix) Broken windows (porch, living room, downstairs bedroom, top of stairs, large bedroom), (x) Loose wires and loose/damaged sockets (porch, living room, kitchen, downstairs toilet, stairs, small bedroom), (xi) Dampness/water damage to walls and ceilings (living room, kitchen, dining room, toilet, downstairs bedroom, large bedroom), (xii) Damaged/defective kitchen units, (xiii) Insecure shelf in living room, (xiv) Damaged/defective radiators (kitchen, dining room, downstairs bedroom, bedrooms and bathroom), (xv) Cracked floor tiles (kitchen, downstairs bedroom), (xvi) Damaged skirting boards, (xvii) Loose/ damaged plaster (downstairs toilet, stairs, large bedroom), (xviii) Defective boiler, (xix) Damaged bannister, (xx) Damaged window sills (stairs, large bedroom), (xxi) Missing floor boards (upstairs bedrooms), (xxii) Defective shower, (xxiii) Blocked and defective toilet (bathroom), (xxiv) Leak from bathroom, (xxv) Defective loft hatch, (xxvi) Silicon in windows in living room and upstairs bedrooms requiring to be replaced, (xxvii) Plug socket above sink in kitchen in unsuitable location and wall above kitchen units in kitchen appears insecure. Crack in the wall between kitchen and dining room, (xxviii) Corroded

pipe in downstairs toilet, (xxix) Bathroom floor damaged and wash hand basin insecure.

2. The Private Rented Housing Panel served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon both the Landlord and the Tenant on 8 August 2016.
3. The Private Rented Housing Committee inspected the Property on the morning of 14 September 2016. Thereafter a hearing took place at Wellington House, 134-136 Wellington Street, Glasgow. Following the hearing the Committee proceeded to make a RSEO in relation to the property. In terms of the RSEO the Landlord is required to: - (1) To install interlinked hard wired smoke and heat detectors in the property, (2) To install an appropriately positioned carbon monoxide detector at the property, (3) To instruct a suitably qualified Roof Contractor to replace the damaged, slipped and missing tiles from the roof and repair or replace the roof of the rear extension, (4) To investigate the cause of water ingress in the porch and carry out such repairs as are necessary to rectify same. Thereafter to repair the damaged wall in the porch, (5) To repair or replace the guttering and timber fascia on the porch roof and install a downpipe on the exterior wall of the porch, (6) To repair or replace the damaged front door to ensure that it is wind and watertight and in proper working order, (7) To repair or replace the light fittings in the porch, kitchen, downstairs toilet, small bedroom and bathroom, (8) To instruct a suitably qualified contractor to investigate the cause of dampness and water damage to walls and ceilings in the porch, living room, kitchen, dining room, downstairs toilet and bathrooms and carry out such repairs as are required to rectify same. Thereafter to re-plaster and decorate the affected walls and ceilings, (9) To repair or replace all damaged or missing kitchen units and worktops, the flap over the gas meter and the pipebox cover in the cupboard in the kitchen where the pipes are located, (10) To replace the damaged floor tiles in the kitchen and downstairs bedroom and the damaged skirting in the dining room and small bedroom, (11) To repair damaged plaster on the walls in the downstairs toilet, large bedroom and on the stairs and thereafter re-decorate the affected walls, (12) To repair the bannister and ensure that it is securely fixed to the wall, (13) To replace the damaged window sills at the top of the stairs and in the large bedroom, (14) To replace missing/damaged skirtings and floor boards in the upstairs bedrooms, (15) To repair the damaged and blocked toilet in the bathroom and ensure that it is in proper working order, (16) To investigate the cause of the leak from the bathroom and carry out such repairs as are necessary to stop any water ingress to other rooms in the property, (17) To repair or replace the damaged loft hatch door, (18) To instruct a Gas Safe registered engineer to carry out an inspection of the entire gas installation and appliances at the property and to carry out all works recommended by said engineer to ensure that the installation and appliances are safe, functional and

in proper working order. Thereafter to obtain and exhibit to the Committee a gas safety certificate from said engineer, (19) To instruct a suitably qualified and SELECT or NICEIC registered electrician to carry out a certified electrical condition check on the entire electrical installation of the property. Thereafter to carry out any works recommended by said an electrician and obtain and exhibit a copy of the Electrical Installation Condition Report (EICR) to the Committee. The works were to be completed within 8 weeks of the RSEO being issued.

4. On 20 October 2016 the Landlord emailed the Tribunal to advise that the property, which had been unoccupied since the first inspection by the Tribunal, was to undergo major refurbishment and would not be re-let until this had been carried out. He confirmed that the former tenant had vacated the property.
5. On 1 December 2016, the Private Rented Housing Panel transferred to the First-tier tribunal for Scotland.
6. On 7 December 2016 and 16 February 2017, the Ordinary Member of the Tribunal attended at the property to carry out a re-inspection. He was unable to access the property as no one was present to allow access. He was able to inspect the exterior of the property and to view part of the interior of the property through a window. On both occasions he noted that the work required in terms of parts 1,3,4,5,6,9,18 and 19 of the Order had not been carried out. He was unable to establish if the remainder of the works had been completed. Re-inspection reports to this effect were prepared and issued to the Landlord. On 2 March 2017 the Landlord emailed the Tribunal in response to the second re-inspection report. He advised that refurbishment work was now underway at the property and that it should be completed by May or June 2017. An extension of time to comply with the RSEO was sought. The Tribunal granted a variation of the RSEO extending the time for completion of the work to 31 May 2017.
7. A further re-inspection of the property was arranged for 19 June 2017. On 13 June 2017 the Landlord notified the Tribunal that some, but not all, of the work required in terms of the RSEO had been completed. A further extension of time was sought. The Tribunal advised the Landlord that the request would be considered once the re-inspection had taken place. The Ordinary member attended at the property on 19 June 2017 but access to the property was not provided. A further date for re-inspection was arranged for 15 August 2017. Access was provided on that date and the Ordinary Member was able to inspect the property. The Ordinary Member noted that some of the works required in terms of the RSEO had been carried out. In particular, hard wired smoke and heat detectors and a carbon monoxide detector have been installed, a flashing has been formed between the flat roof of the porch and the wall of the house, the roof

covering of the rear extension has been replaced, replacement guttering and downpipe have been fitted to the front porch, some light fittings have been replaced, materials blocking the toilet have been removed, the gas boiler and radiators have been replaced and electrical works, including replacement of the consumer unit have been carried out. A re-inspection report was issued to the landlord.

8. On the 2 October 2017 the Tribunal granted a further variation of the RSEO extending the time for completion of the work to 21 December 2017. On 9 February 2018 the ordinary member re-inspected the property. He noted that further work had been carried out to the property. In particular, the letterbox has been re-fitted to the entrance door, the door itself is in working order although a screw nail is projecting through the frame, kitchen fittings have been replaced, plaster repairs have been undertaken and surfaces decorated, the banister, window cills and skirtings have been re-instated, the damaged WC replaced, sealant has been applied around the bath, tiles painted and the roof hatch has been replaced. The Ordinary Member also noted that there was no evidence of recent water penetration to areas previously identified including porch, living room, kitchen, dining room and downstairs toilet. The ordinary member noted that the roof of the property shows signs of wear and tear and disruption of tiles was visible, meters in the kitchen have not been boxed in, damaged floor tiles in the kitchen have not been replaced although some repairs have been effected. Also noted was that no gas safety certificate or EICR have been exhibited, although required by the RSEO.
9. Following the issue of the re-inspection report the Landlord submitted a Gas Safety Certificate dated 5 February 2018 and an EICR dated 20 March 2017. Also submitted was an invoice from S.F Home Improvements dated 22 March 2018 for works to the property, namely – box in services and create bespoke seating area, decorate seating area, fill screw holes on external doors, silicone seal tiles/worktop, ply floor untiled areas, fit fire extinguisher, supply and fit mixer/shower taps, supply and fit wet wall in bathroom, supply and fit new pipe work under bath, supply and fit shower rail. A photograph of the boxed in meters was also provided. Lastly, on 14 May 2018, the Landlord sent an email to the Tribunal stating that roof repairs have been carried out and that the front and rear elevations of the property were due to be painted on 18 May 2018. An invoice from Glendinning Builders dated 10 May 2018 was attached. The invoice relates to the following work – stripping out and replacement of 3 defective segmental ridge tiles and replacement of 35 damaged and missing roof tiles, stripping out defective guttering and fitting UPVC deepflow connected to existing rainwater downpipe, fitting additional fascia brackets to gutter at

extension roof, cleaning and repairs to guttering to front elevation, removal of an obsolete satellite dish, some repairs to dividing garden wall and repairs to the porch including the forming of flashings to the main building.

### **Reason for decision**

10. The Tribunal considered whether the work stipulated in the RSEO has been satisfactorily completed
11. The Tribunal considered the condition of the property as noted during the re-inspections of same and concluded that the majority of the works had been completed by the date of the final inspection on 9 February 2018. Some matters remained outstanding as at that date, although the time allowed for completion of the work had been extended on two occasions and had elapsed on 21 December 2017. The Tribunal however considered the various documents lodged by the Landlord since the last inspection. The Gas Safety certificate and EICR appear to be in order. The invoices produced also appear to establish that outstanding repair work to the roof and kitchen have now been completed.
12. The Tribunal accordingly concludes that the work required in terms of the RSEO has been carried out and that a certificate of completion to that effect should be issued.

### **Decision**

13. The Tribunal determined that the Landlord had complied with the RSEO and that a certificate of completion should be issued.
14. The decision of the Tribunal is unanimous

### **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.**

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J Bonnar

Signed..

..... 25 May 2018

Josephine Bonnar, Legal Member