

Housing and Property Chamber

First-tier Tribunal for Scotland



Statement of Decision of the Housing and Property Chamber of the First-tier Tribunal for Scotland under Section 24 of the Housing (Scotland) Act 2006

Chamber Reference: FTS/HPC/RT/19/3674

**Property: 1/1, 744 Pollockshaws Road, Glasgow G41 2AE (“the
Property/house”)**

Parties:

**Glasgow City Council, Development Regeneration Services – Private
Housing, 231 George Street, Glasgow G1 1RX (“Third Party Applicant”)**

**Mr Golzar Mohammed, 7 Corrour Road, Glasgow G43 2DT (“the
Landlord”)**

**Mr Radu Rostas, 1/1, 744 Pollockshaws Road, Glasgow G41 2AE
 (“Interested Person”)**

**Tribunal Members: George Clark (Legal Member) and Geraldine Wooley
(Ordinary/surveyor Member)**

Decision

**The First-tier Tribunal for Scotland Housing and Property Chamber,
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 determined that the Landlord
had not failed to comply with that duty.**

Background

1. By application, received by the Tribunal on 15 November 2020, the Third Party Applicant applied to the Housing and Property Chamber of the First-tier Tribunal for Scotland 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”) to ensure the house meets the repairing standard set out in Section 13 of the Act, as amended.

2. The Third Party Applicant stated that the Landlord had failed to action numerous repairs and had failed to renew his landlord registration with the local authority. In particular, he had failed to (i) install smoke detectors and carbon monoxide monitors, (ii) make safe or remove the ceiling light in the hallway, (iii) replace the cracked kitchen window, (iv) replace the toilet cistern in the small bathroom, (v) fix the hot water tap in the larger bathroom, (vi) fit the door in the room 1st right, (vii) provide an Electrical Installation Condition Report and (viii) provide a tenancy agreement in the name of the owner of the Property.
3. On 13 January 2021, the Landlord provided the Tribunal with a copy Invoice from Perfect Glazing, Glasgow, dated 6 July 2020, in respect of a replacement kitchen window and front door at the Property.
4. Under normal circumstances, the Tribunal would have arranged to carry out an inspection, followed by a Hearing, to determine whether the Landlord has failed to comply with the Section 14(1)(b) duty. Unfortunately, this had not been possible, due to the continuing effects of the COVID-19 pandemic. In the circumstances, a Case Management Discussion was arranged, in order to discuss further procedure in the case and to ascertain if an inspection was required or if other evidence was available or could be agreed.

First Case Management Discussion

5. The First Case Management Discussion was held by means of a telephone conference call on the afternoon of 15 January 2021. The Third Party Applicant was not present or represented. The Landlord participated in the conference call.
6. The Landlord told the Tribunal that he had installed interlinked smoke detectors and carbon monoxide monitors. He had replaced the kitchen window, the pendant ceiling light in the hallway and the toilet cistern in the smaller bathroom. He had also fixed the hot water tap in the larger bathroom. He had located the tenancy agreement and would email it to the Tribunal. The tenants of the Property had told him that they do not want the sitting room door to be re-hung. He had not yet been able to find an electrical contractor to provide the Electrical Installation Condition Report ("EICR").
7. The Tribunal considered the representations made by the Landlord. It was satisfied that the kitchen window had been replaced. As regards the pendant ceiling light in the hallway and the toilet cistern in the smaller bathroom, the Tribunal would be satisfied with dated photographs showing

the present situation and, whilst not ideal, would also be content with a photograph of the wash hand basin in the larger bathroom showing water flowing from the hot tap.

8. The Tribunal was of the view that it was essential to re-hang the living room door, irrespective of the wishes of the tenants, as it was necessary in order to prevent or delay the spread of fire in the Property.
9. The Tribunal noted that the EICR had not yet been obtained. It was essential that the Tribunal should see that document and the Tribunal issued a Direction that it be provided and that it must cover the whole installation, including the smoke detectors, heat detector and carbon monoxide monitors as required by Scottish Government Guidance.
10. As things stood, the Tribunal would require to inspect the Property but it would assess the situation again when it had all the documentation required by the Direction that it proposed to make, in the hope that inspection would be unnecessary.

Second Case Management Discussion

11. On 6 April and 2 May 2021, the Landlord provided the Tribunal with photographs showing a new front door, a new pendant light fitting in the hallway, a new single socket and new windows in the kitchen and bedroom, together with a photograph showing the toilet in the smaller bathroom in flushing mode. On 10 May 2021, he provided the Tribunal with a copy of an EICR dated 10 May 2021 issued by I. Brown, of Glasgow Electrical, registered with SELECT. The EICR stated that the Overall Assessment of the installation was "Satisfactory" and it did not contain any C1 or C2 items of disrepair.
12. A Second Case Management Discussion was held by means of a telephone conference call on the morning of 1 June 2021. The Third Party Applicant was not present or represented. The Landlord participated in the conference call.
13. The Landlord stated that the Interested Party was no longer a tenant of the Property.
14. The Tribunal told the Landlord that it had considered the photographic and documentary evidence that he had provided and that some matters remained outstanding. The EICR did not include the smoke and heat detection and carbon monoxide monitoring system, and the photographs did not include the replacement cistern in the smaller bathroom, the hot

water tap (running) in the larger bathroom or the re-hung door in the living-room.

15. The Landlord advised the Tribunal that the smoke and heat detectors and carbon monoxide monitor had been installed by the electrician who had issued the EICR and that he had not yet re-hung the living room door.
16. The Tribunal decided that it would be satisfied with photographs of the replacement cistern in the smaller bathroom, the hot water tap (in running mode) in the larger bathroom and the re-hung door in the living-room. It would also be satisfied with the installation of smoke and heat detectors and carbon monoxide monitor(s) if the Landlord provided a copy of the contractors' Invoice for supplying and installing them. The Landlord had indicated that he was prepared to provide the additional evidence that the Tribunal required.
17. The Tribunal adjourned the case to a Case Management Discussion on 7 July 2021.
18. On 15 June 2021, the Landlord provided the Tribunal with photographs showing the hot water tap in the larger bathroom in working mode. On 21 June 2021, he provided a copy of a lease, commencing on 23 April 2021 and photographs of the business card of Mr Ian Brown, Director, Glasgow Electrical Services Ltd (SELECT approved) and of smoke alarms and a heat detector, some in their packaging and some unwrapped.

Third Case Management Discussion

19. The Third Case Management Discussion was held by means of a telephone conference call on the morning of 7 July 2021. The Third Party Applicant was not present or represented. The Landlord participated in the conference call.
20. The Landlord told the Tribunal that he had not yet managed to re-hang the living-room door and confirmed that Glasgow Electrical Services had installed the alarms and detectors, but that he had not received an Invoice for this work. He advised that he would as a matter of urgency instruct a joiner to re-hang the door and would contact the electrical contractors for the evidence that the Tribunal required.
21. The Tribunal was satisfied with the photographic evidence regarding the hot water tap in the larger bathroom but was concerned that the Landlord had not carried out work that had first been intimated to him as necessary as far back as September 2019. The health and safety of tenants is of paramount concern to the Tribunal. The Tribunal had not seen evidence

that the smoke alarms, heat detectors and, if required in order to comply with current legislation and regulation, carbon monoxide monitors had actually been installed. In addition, the living-room door had still not been re-hung.

22. The Tribunal decided that it was not appropriate to continue the case to yet another Case Management Discussion and issued a Direction to the Landlord to provide photographic evidence that the door had been re-hung and evidence by way of an Invoice or a letter from Glasgow Electrical Services that they have installed smoke alarms, heat detectors and, if required, carbon monoxide monitors and that the system as installed complies with current legislation, current regulations and Scottish Government guidance. Given the potential health and safety implications for any tenant of the Property, the Tribunal decided that the time limit for producing the evidence it required should be four weeks and that, in the event of the Landlord not providing the evidence within that timescale or of the evidence not being satisfactory, the Tribunal would arrange for an inspection of the Property and a subsequent Hearing.
23. The Tribunal decided that the former tenant should be removed as an Interested Party in the application.
24. On 9 July 2021, the Landlord provided the Tribunal with a copy Invoice from Glasgow Electrical Services Ltd dated 8 July 2021 for supply and installation of 10-year fixed battery interlinked smoke alarms in the hall and living room and a smoke detector in the kitchen. On 17 July 2021, the Landlord provided the Tribunal with photographs showing the smoke detectors and the heat detector as installed. There was also a photograph of the re-hung living room door.
25. The Tribunal re-examined the EICR dated 10 May 2021 and noted that it covered the cooker and the water heater. The Tribunal was satisfied that this indicated that there was no gas central heating in the Property and that a carbon monoxide monitor would not, therefore, be required.

Reasons for Decision

26. The Tribunal's is satisfied that the Landlord has now provided all the information and documentation it requires to enable it to determine that the Landlord has complied with the duty imposed by Section 14(1)(b) of the 2006 Act and that it is not necessary for the Tribunal to inspect the Property or to hold a Hearing.
27. The Tribunal's Decision is 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.

Clark

Signed

Date: 13 August 2021

George Clark (Legal Member)