

# Housing and Property Chamber

## First-tier Tribunal for Scotland

---



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

**Statement of Decision under section 24(1) of the Housing (Scotland) Act 2006 (“the 2006 Act”)**

**Chamber Ref: FTS/HPC/RP/21/0441**

**Title no: GLA32436**

**1 Robson Grove, Flat 6, Glasgow G42 7PN (“The Property”)**

**The Parties:-**

- **Mr Mosleh Rahimnezhad, 1 Robson Grove, Flat 6, Glasgow G42 7PN (“the Tenant”)**
- **Mr Khurram Kamal, c/o Property 4U, 434 Cathcart Road, Glasgow G42 7BZ (“the Landlord”)**

**The Tribunal comprised:-**

Ms Gabrielle Miller - Legal Member  
Ms Lorraine Charles - Ordinary Member (Surveyor)

**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 duty imposed by Section 14(1)(b) in relation to the Property, determined that the Landlord had complied with the duty imposed by Section 14(1)(b) of the Act.**

**Background**

1. By application received 23<sup>rd</sup> February 2021, the Tenant applied to the Housing and Property Chamber for a determination as to whether the Landlord has failed to comply with the duties imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006.

2. The application by the Third Party Applicant stated that it was considered that the Landlord had failed to comply with the duty to ensure that the House met the repairing standard. Though not specified in the application the Tribunal took this to mean that:-
  - a) The installations in the Property for the supply of the water, gas and electricity and for sanitation, space heating and heating water are not in a reasonable state of repair and in proper working order.
3. In particular, the complaints consisted of the following issues:-
  - a) The electrical meter was faulty;
  - b) There is no hot water;
  - c) The water pressure is very low; and
  - d) There is no heating
4. On 24<sup>th</sup> April 2021, the Tenant had wrote to the Landlord with the list of the complaints. A copy of this letter has been provided to the Property and Housing Chamber. The correspondence related to the matters within the application. The Tenant has hand delivered this letter previously but it was undated and he did not have proof of sending it. This letter was re sent by recorded delivery.
5. On 5<sup>th</sup> July 2021, a Case Management Discussion (“CMD”) was held. As works were in process the CMD was continued to an inspection and hearing.

### **The Inspection**

6. The Tribunal attended the House on the morning of 19<sup>th</sup> November 2019. It was a clear day. The Landlord’s letting agent and the Tenant were present.
7. The inspection was undertaken by the Ordinary Member (Surveyor Member) and stand in Legal Member, Ms Joan Devine.
8. The Property comprises a two-storey purpose built block of flats constructed of brick. The Property has a pitched and tiled roof. The House was furnished and there were floor coverings in place.
9. Each point on the list submitted by the Tenant was inspected in turn.
10. The electricity was on during the inspection. The heaters were warm to the touch.
11. During the inspection photographs were taken by the Tribunal and a schedule of photographs is attached to this decision to be discussed at the hearing.

## The Hearing

12. The hearing took place on 28<sup>th</sup> September 2021 at 10am by teleconferencing. Mr Ken Caldwell, solicitor, Patten & Pretence LLP was present and represented the Landlord. The Landlord was not present. The Landlord's letting agent Mr Zubair Inwar was present. The Tenant was not present. The Tribunal allowed time before starting the hearing in case the Tenant was late or having technical difficulties.
13. The Ordinary Member discussed the points room by room.
14. The kitchen was discussed first. It was noted that a carbon monoxide alarm was fitted to the wall. It worked well. The heat detector base was in place but the cover which emits the noise was not in place.
15. In the main bedroom damp readings were taken but all the readings were within normal range.
16. In the hall the new consumer unit has been fitted. There was no evidence of exposed wires. Again there was a base unit for a smoke detector but no cover on it.
17. In the bathroom the water pressure was found to be at a normal appropriate level and flowed freely. It is understood that the water is now heated.
18. The other photos illustrated the newly installed central heating.
19. Mr Caldwell considered that all issues had now been addressed. He noted that the issues regarding dampness had been compounded due to the Property not being heated or properly ventilated. This has now been eliminated with the replacement heating system.
20. Mr Inwar advised that the heat and smoke units are due to be fixed by an electrician within the next week. He also has an EICR that includes the new electrical unit. He will lodge the paid invoice from the electrician for the replacement heat and smoke detectors and the EICR. The Tribunal suggested that if he had dated stamped photos this may be beneficial too. Mr Inwar noted that the covers of the units were removed by the Tenant against advice. The Tenant was advised that the battery needed to be replaced and this could be done by the Tenant.
21. Mr Caldwell asked if the Tribunal could ask for the Tenant to make a response regarding the heat and smoke units being repaired. The Tribunal would happily consider any representations made by the Tenant.
22. The Tribunal considered it appropriate to proceed to another CMD to allow for the Landlord to lodge an up to date EICR and to fix the smoke detector unit and heat detector unit then produce suitable evidence

23. The Tribunal was satisfied that all other issues had been completed but as this was a health and safety issue that the Tribunal had jurisdiction required proof of the repair to the heat and smoke detector units.

### **Case Management Discussion**

24. The CMD took place on 5<sup>th</sup> November 2021 at 10am by teleconferencing. Mr Ken Caldwell, solicitor, Patten & Pretence LLP was present and represented the Landlord. The Landlord was not present. The Landlord's letting agent Mr Zubair Inwar was present. Mr Motaleb Ahmadpouri was present as interpreter. The Tenant was not present. The Tribunal allowed time before starting the hearing in case the Tenant was late or having technical difficulties.
25. Mr Caldwell told the Tribunal that Mr Inwar had been at the Property in the last 30 minutes when the work was being carried out on the smoke detectors. Mr Caldwell had photos of the smoke detectors in situ which he offered to provide to the Tribunal. The Tribunal agreed that it would be beneficial to see the photos. The Tribunal was concerned that the EICR was dated 15<sup>th</sup> December 2020 while the application was dated 23<sup>rd</sup> February 2021. The issue being that the complete was that the consumer unit was not suitable after the EICR. Mr Inwar explained that the consumer unit was fitted on the date of the EICR. This Tribunal would consider this point while it adjourned for the photos.
26. After the allocated time for the adjournment Mr Caldwell informed the Tribunal that he now had in his possession a copy of the electrician's smoke alarm certificate. Mr Caldwell again emailed this to the Tribunal. The Tribunal adjourned again to see this and to discuss it. The interpreter was discharged.
27. After this further adjournment, the Tenant joined the call. As the interpreter had been discharged the Tenant was asked if he wished to continue without the interpreter or that the Tribunal arrange for the interpreter to return to the call. The Tenant confirmed that he would continue and alert the Tribunal if he required the interpreter to join the call. The Tribunal noted that it was satisfied now that all the work had been done. The EICR and the smoke alarm certificate confirmed the information on the points that the Tribunal had raised as concerns. The Tribunal was satisfied that these points were now resolved and that no further work was outstanding. The Tenant stated that he was happy that the work had been done after a while.

### **Reasons for the decision**

28. The Tribunal determined the application having regard to the terms of the application, the written representations received prior to the hearing and information received during the CMD on 5<sup>th</sup> November 2021.

29. The Tribunal was satisfied having regard to all of the available evidence that there was sufficient information and material upon which to reach a fair determination of the application.

### **Decision**

30. The Tribunal was satisfied that all the points raised in the application had been dealt with by the Landlord and that there were no outstanding issues. The Tribunal was satisfied that the Repairing Standard was met and that no further orders were necessary.

31.

- (a) The Tribunal accordingly determined that the Landlord had complied with the duty imposed by Section 14(1)(b) of the Act.
- (b) The Tribunal did not need to issue any further orders.
- (c) The Tribunal did not need to take any further action.
- (d) The decision of the Tribunal was unanimous.

**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.

# G Miller

Legal Member

5<sup>th</sup> November 2021

Date