

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



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

**Repairing Standard Enforcement Order
Housing (Scotland) Act 2006 : Section 24**

Chamber Ref: PRHP/RP/16/0346

Title Number: AYR34155

**1 Clarke Avenue, Ayr, KA7 2XE
("The House")**

The Parties:-

**Mrs Kristina Macaulay,
1 Clarke Avenue,
Ayr ,KA7 2XE
("the Tenant")**

**Mr Narinder Pal Singh Sangha and Mrs Balbir Kaur Sangha,
Seahaze,
Spring Gardens,
Dunure Road, Ayr
represented by their agent
Homesure Portfolio Management,
60 Kyle Street,
Ayr,
KA7 1RZ
("the Landlord")**

Tribunal Members: Martin J. McAllister, solicitor, legal member and Carol Jones, surveyor, ordinary member.

NOTICE TO

Mr Narinder Pal Singh Sangha and Mrs Balbir Kaur Sangha,

Whereas in terms of their decision dated 10th March 2017, the First-tier Tribunal for Scotland (Housing and Property Chamber) (the tribunal) determined that the Landlord has failed to comply with the duty imposed by Section 14 (1)(b) of the

Housing (Scotland) Act 2006 (the 2006 Act) and, in particular, that the Landlord has failed, in terms of Section 13 of the said Act to ensure that the house is wind and watertight and in all other respects reasonably fit for human habitation; that 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; that 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; that 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 that any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed, the tribunal now makes a repairing standard enforcement order (RSEO) and requires the Landlord to carry out such work as is necessary for the purposes of ensuring that the Property meets the repairing standard in terms of Section 13 of the said Act and that any damage caused by the carrying out of any work in terms of this Order is made good.

In particular the tribunal requires the following:

(One) The Landlord is to produce a current electrical installation condition report prepared by a suitably competent and registered electrician confirming that the electrical system within the Property is in a safe and efficient condition together with a portable appliance test report on any electrical appliances provided by the Landlord. These reports should be in conformity with Scottish Government Statutory Guidance.

(Section 13 (1) (c) of the 2006 Act)

(Two) The Landlord is to produce a current gas safety record prepared by a suitably qualified and registered gas safe engineer and also a report from a suitably qualified and registered plumbing and heating engineer confirming that the entire heating system works effectively and is fully operational.

(Section 13 (1) (c) of the 2006 Act)

(Three) The Landlord is required to make good the holes in the wall of the downstairs shower room, attic shower room and attic bedroom.

(Section 13 (1) (b) of the 2006 Act)

(Four) The Landlord is to repair or replace the ceiling mounted dining room light.

(Section 13 (1) (c) of the 2006 Act)

(Five) The Landlord is to renew the entire felt roof above the two storey rear extension and to take all necessary steps to eradicate dampness in the walls and ceilings of the bathroom and bedroom on the half landing and to make good any décor damage caused by any repair.

(Section 13 (1) (a) of the 2006 Act).

**(Six) The Landlord is to carry out such works as are required to ensure that the porch is wind and watertight.
(Section 13 (1) (a) of the 2006 Act).**

**(Seven) The Landlord is to carry out such works as are required to ensure that the drainage from the attic bathroom complies with current Building Standards and provide written evidence from a suitably qualified plumbing and drainage engineer confirming that all required works have been carried out to a satisfactory standard.
(Section 13 (1) (c) of the 2006 Act)**

**(Eight) The Landlord is to replace the carpeting on the staircase from the ground floor to the half landing, the half landing and the staircase from the half landing to the first floor and to provide evidence from a flooring contractor that the carpets have been replaced.
(Section 13 (1) (e) of the 2006 Act).**

**(Nine) The Landlord is to ensure that all gutters are cleared of vegetation.
(Section 13 (1) (b) of the 2006 Act).**

**(Ten) The Landlord is to repair or replace the dishwasher to ensure that it operates properly and if the existing appliance is repaired or replaced with a similar style integral dishwasher the landlord is to reinstate the missing door.
(Section 13(1) (d) of the 2006 Act).**

**(Eleven) The Landlord is to remove the redundant appliances and radiator from the garden/ yard area.
(Section 13 (1) (d) of the 2006 Act).**

**(Twelve) The defective fence at the rear of the House is to be repaired or replaced.
(Section 13 (1) (b) of the 2006 Act).**

In view of the nature of the failure to meet the Repairing Standard as defined in the 2006 Act, the tribunal determined that the repairing standard enforcement order requires to be completed within a period of five weeks from its service on the 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

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.

Please note that in terms of section 28(1) of the Act, a landlord who, without reasonable excuse, fails to comply with a RSEO commits an offence liable on summary conviction to a fine not exceeding level 3 on the standard scale. A landlord (and that includes any landlord's successor in title) also commits an offence if he or she enters into a tenancy or occupancy arrangement in relation to a house at any time during which a RSEO has effect in relation to the house. This is in terms of Section 28(5) of the Act.

In witness whereof these presents on this and the three preceding pages are signed at Kilwinning on 10th March 2017 by Martin Joseph McAllister, solicitor, legal member of the tribunal before Nicola Kelly, 83 Main Street, Kilwinning.

Martin McAllister

N Kelly

Housing and Property Chamber First-tier Tribunal for Scotland



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

Determination: Housing (Scotland) Act 2006: Section 24

Chamber Ref: PRHP/RP/16/0346

Title Number: AYR34155

**1 Clarke Avenue, Ayr, KA7 2XE
("The House")**

The Parties:-

**Mrs Kristina Macaulay,
1 Clarke Avenue,
Ayr ,KA7 2XE
("the Tenant")**

**Mr Narinder Pal Singh Sangha and Mrs Balbir Kaur Sangha,
Seahaze,
Spring Gardens,
Dunure Road, Ayr
represented by their agent
Homesure Portfolio Management,
60 Kyle Street,
Ayr,
KA7 1RZ
("the Landlord")**

Tribunal Members: Martin J. McAllister, solicitor, legal member and Carol Jones, surveyor, ordinary member.

Background

1. By application received on 10 November 2016 the Tenant applied to the Private Rented Housing Panel for a determination of whether the Landlord has failed to comply with the duties imposed by Section 14 (1) (b) of the Housing (Scotland) Act 2006 (the 2006 Act). The First-tier Tribunal for Scotland (Housing and Property Chamber (the tribunal) assumed responsibility for the application on 1st December 2016.

2. The application by the Tenant stated that she considered that the Landlord has failed to comply with his duty to ensure that the Property meets the repairing standard in terms of the 2006 Act. The application stated that repairs are needed to the plasterwork and decor in the bathroom due to water damage, one of the cooker knobs is not working, there is an issue with the dining room light, there is an issue with the dishwasher, there is a leak at the porch, the toilet requires to be repaired and the sewage from the toilet goes to the rainwater drain, repainting of a ceiling is required, the electrical system requires to be checked and resolution of the smell in the house following a sewage leak which may require carpet cleaning. Works to make good repairs to the attic bathroom remain outstanding and gutters to front and rear are full of vegetation. It states that appliances and a radiator (which was previously leaking) had been removed and had been left outside the House. There is reference to issues with a fence at the rear of the House. In relation to the foregoing matters the application referred to email exchanges between the applicant and Homesure Portfolio Management on 25th August 2017, 27th September 2017, 3rd October 2017, 24th October 2017 and 8th November 2017. Subsequent to submission of the application the applicant intimated that she wanted another matter to be considered along with the original application. She said that three radiators are not functioning properly.

3. On 11th November 2016 a legal member of the Private Rented Housing Panel, acting under delegated powers, having considered the application, referred the application under Section 23 (1) of the Act to members of the then Private Rented Housing Panel to determine the matter, those members being Martin McAllister, now legal member and Carol Jones, surveyor, now ordinary member of the tribunal.

4. The tribunal served a Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon both the Landlord and the Tenant on 20th January 2017.

5. The tribunal made a Direction under Schedule 2 Paragraphs 2(1) and 3(1) (b) of the 2006 Act requiring the Landlord to produce a current Electrical Condition Report for the House including PAT testing of any portable appliances provided by the Landlord and also a current Gas Safety Certificate for the House. The Direction stated that the documents had to be produced by 22nd February 2017.

6. The members of tribunal attended at the House on 24th February 2017 for an inspection. The Tenant was present. Neither the Landlord nor his representative was present. The House forms part of a large detached two storey plus attic villa with rear two storey extension. It is constructed of red sandstone with a pitched and hipped slated roof. The rear extension is constructed of brick with a painted roughcast exterior and it has a flat felt roof. This property was constructed in 1917 and is located in a good residential area around one mile south-west of Ayr town centre. Attached to the Determination is a schedule showing internal and external photographs. The tribunal found the following:-

7 Findings on Inspection

7.1 The walls of the bathroom on the half landing were tested with a damp meter and show high moisture readings and wallpaper is peeling off the walls. The Bathroom and the adjoining bedroom are in the rear two storey extension and are situated directly below the flat felt roof.

7.2 The walls and ceiling of the bedroom adjoining the bathroom on the half landing show evidence of leaks to the ceiling where high moisture readings were taken with a damp meter.

7.3 The en-suite shower room and bedroom in the attic have holes in the walls at the eaves.

7.4 The ceiling mounted fluorescent strip light fitting in the dining room shows discolouration and has no fluorescent tube fitted to it.

7.5 There are holes in the wall at the pipework of the radiator in the downstairs shower room.

7.6 There is evidence of vegetation in the gutters of the house.

7.7 The door covering the integral dishwasher is missing and there is a chair with a weight on it sitting in front of the exposed appliance.

7.8 There is evidence of staining to the ceiling of the landing.

7.9 There is a fridge/freezer, washing machine and radiator sitting in the driveway/yard of the House.

7.10 A fence at the rear of the House is leaning at an angle and some of the timber slats are broken.

7.11 There is a carbon monoxide detector.

7.12 The waste pipe from the attic shower room is connected to a rainwater down pipe.

7.13 There is evidence of water staining at the top of the interior of the front porch wall.

8. The Hearing

Following the Inspection, a Hearing took place at Russell House, Ayr. The Tenant was present and gave evidence. The Landlord was present and was accompanied by his son Mr Bhaven Preet Sangha. Both gave evidence. Mr Stephen Hill, Property Manager and Mr Alan Hall, Branch Manager, both of Homesure were present and Mr Hill gave evidence.

9. Preliminary Issue

Neither the Electrical Installation Condition Report (EICR) nor the Gas Safety Certificate had been produced. No explanation was provided as to why there was no Gas Safety Certificate but in relation to the EICR Mr Hill produced a letter from G. Johnston Electrical Services dated 18th February 2017 which stated inter alia “ *Attend site and carry out Electrical Installation Condition Report to confirm the required works needed within this property to enable it to pass as satisfactory for continued use.*” Mr Hill said that the House would need to be empty for work to be done. The Tenant said that the electrician had told her that the electrical system was not properly earthed.

10. The Issues

Sections 13(1) (a), (b), (c), (d), (e) and (g) of The 2006 Act (as amended) provide that the Property must be wind and watertight and in all 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, any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed and the Property has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health.

The specific issues which the tribunal required to address were those detailed in the application.

11. The Evidence.

The sewage leak:

Ms Macaulay said that there had been a fault with the macerator unit for the attic WC. This had caused a leak of sewage which had run through the ceiling above the staircase and the landing. It had caused staining to the ceiling and also damage to the carpets on the staircase from the ground floor to the half landing, from the half landing to the first floor and to the carpet on the half landing. She said that the smell had been terrible and that she and her family had suffered from gastro enteritis. She said that the matter had been reported to Homesure and that no action had been taken with regard to the carpet and that, although the ceiling had been painted, there is still staining. She said that the incident had happened on 17th August 2016. She said that the holes in the walls of the attic bedroom and the attic en-suite shower room had

been caused by the work done to replace the macerator unit. The Tenant said that the sewage had been coming through light fittings.

Mr Hill produced a letter from Regency Contract Cleaning dated 13th February 2017 which stated “ *On two separate occasions in early December we went to clean the Bathroom carpet at 1 Clarke Avenue Ayr, KA7 2XE. On both occasions, there was no answer although we are sure there was someone in the property, therefore we could not clean the carpet.*” The Landlord was asked if he considered it reasonable that a contractor did not make an appointment with the Tenant and if it was reasonable that it took three/four months for the carpet cleaning to be attended to. The Landlord chose not to respond.

The dampness in the bedroom and bathroom on the half landing, the leak to the porch and the vegetation in the gutters:

Ms Macaulay said that she had been told when the tenancy commenced that the issue with the walls in the bathroom of the half landing would be dealt with. She said that water drips into the adjoining bedroom. Mr Hill produced an invoice from Stormin Roofing Services which referred to work sealing round chimney and wall in mid December and sealing all mineral felt joints. Mr Hill said that he had been told that the issue with the dampness in the bathroom is caused by condensation caused by the Tenant. Neither he nor the Landlord could offer any explanation for the dampness in the bedroom.

The Landlord and his son said that the property had been owned by the Landlord and his wife since 2002 and that during the period of ownership the flat felt roof above the bathroom and bedroom had not been replaced. The Landlord's son said that a roofing contractor had told them that the roof will have to be replaced sometime in the future but that it is not needed now. The tribunal had before it an email to the Tenant from Mr Aird Hamilton of South Ayrshire Council which reported on discussions he had had with the Landlord where Mr Sangha had told him that the flat roof was to be renewed.

The Tenant said that the porch leaked and the gutters were choked with vegetation.

Issues with electrics and appliances:

Ms Macaulay said that the light fitting in the dining room is in the same state as when the tenancy commenced when she had been told that it would be attended to. Mr Hill said that he had told the electrician, who had been at the house to fit alarms, to do anything that was needed but the Tenant said that when she had asked the electrician to deal with it she had been told that he had no authority to do so. She said that she had been told by an electrician that the House is not earthed and that the light in the dining room could not be repaired and would need to be renewed. The Tenant said that the PAT testing of appliances had been carried out on 17th February 2017. The Tenant said that the door of the dishwasher could only remain closed by sitting a chair with a weight on it in front of it. She said that the facing of the door had come off because it could not close properly because of the adjoining doors of the units. The tenant said she had cleaned the hob and that the cooker knob was operational. Ms Macaulay said that the fridge freezer had been replaced by the Landlord but that the old one had been placed in the drive. She said that the washing machine supplied by

the Landlord had stopped working and that she had replaced it with her own. She said that the Landlord had failed to collect the old one and that it had been placed in the yard at the rear. Mr Hill said that the removal of the appliances had been authorised. The Landlord said that he had come on one occasion to remove them but that no one was in. The Landlord said that he had not arranged an appointment with the Tenant.

Heating system:

The tenant said that the radiators in the bathroom and bedroom on the half landing and the kitchen had never worked and that the issue had been reported to Homesure on many occasions. Mr Hill produced an invoice from Davidson Gas Services Ltd dated 31st August 2016 regarding a call out on 25th August 2016 regarding repair of kitchen and bathroom radiators.

Mr Hill conceded that he should have followed up the matter of the radiators. The Tenant said that Davidson Gas Services had been out on numerous occasions. She said that the engineer had told her that he would require to go under the floor to carry out repairs but that he had not been authorised to do so. The Tenant said that the downstairs bathroom radiator had been replaced but that it had been done in such a way as to leave holes in the wall where pipework had been replaced. She said that the old radiator had been placed in the driveway and had not been collected. The Landlord said that he would have expected the contractor to remove the radiator.

Drainage from attic bathroom:

The tenant said that she had been told that it was not appropriate for the sewage from the attic bathroom to go to the downpipe leading into the rainwater drain. At the inspection the Tenant had said that there is a smell of sewage in the yard area when the temperature is warm and that she covers the drains to stop her children touching them. The tribunal had before it an email from Mr David McLeman, a Building Standards Surveyor from South Ayrshire Council to the Tenant dated 25TH January 2017 which stated that he had examined the Building Warrant Approval for the attic conversion and that this showed that the waste pipe was to be connected to the existing soil pipe and that a waste pipe connected to a rainwater downpipe would not meet compliance with the Technical Standards. The email stated that the agent employed by the owner of the property submitted and signed the application for the Completion Certificate and that the application incorporates a declaration stating that the work had been carried out in accordance with the Building Warrant. The email stated that, since a completion certificate was issued on 7th January 2017, Mr McLeman is unable to pursue the matter. The Landlord said that the work on the attic conversion had been dealt with by Alan Law of Laurence MacPherson, Architects, Ayr and that he would have signed the application for the completion certificate.

The fence:

The Tenant said that the current condition of the fence is the same as it was when the tenancy commenced. The Landlord and his son said that they thought this would be a common repair with the neighbouring proprietor.

The local authority's position:

The tribunal had before it a copy of emails between the Tenant and Mr Aird Hamilton of South Ayrshire Council. On 18th January Mr Hamilton emailed the Tenant and indicated that, in his opinion, the House did not meet the tolerable standard in terms of the Housing (Scotland) Acts. On 17th January Mr Hamilton had stated that he had been told by the Landlord that the House would be empty for work to be carried out and that, in these circumstances, there was no point in him applying for a Closing Order.

The email also states that *"If you feel the Eviction Notice is unlawful then the best agency to advise you is the first Tier Tribunal for Scottish Housing who deal with tenants' rights."*

Mr Hill outlined that Homesure's way of dealing with complaints from the Tenant was to intimate them to the Landlord and that the Landlord would then instruct his own contractors for any work required. The tribunal noted the terms of an email from Mr Alan Hall to the Tenant dated 3rd October 2016 which stated *"The bottom line is that we have taken all the issues forward to the Landlord on your behalf without any delays from our end. We have been constantly phoning the Landlord for authorisation to move forward the outstanding issues. He has as yet not authorised us to do so."*

12. The Tribunal's Findings

The tribunal considered it extremely disappointing that the Landlord had not complied with the Direction. It did not consider that the letter from G. Johnston Electrical Services assisted the tribunal. The Landlord should have produced the certificates required by the Direction.

There is no EICR or Gas Safety Certificate

The dishwasher is faulty.

The dining room light does not work.

The tribunal considered the position on the sewage leak to be extremely concerning. The Landlord had awareness of this incident in August 2016 and had taken some steps to rectify matters but had not sought to deal with the serious issue of sewage contamination of the carpets until December 2016 and had then sought to do so by having a contractor call without an appointment. The position with the drainage from the attic bedroom requires to be regularised since the waste drainage connects to a rainwater downpipe.

The dampness issue in the bedroom and bathroom on the half landing was obvious and the tribunal did not consider that it is caused by condensation. There is vegetation in the gutters and the porch leaks.

Three radiators in the House are not functioning.

There are redundant appliances and a radiator in the yard/driveway.

A fence to the rear of the House is broken and lying at an angle.

There are holes in the walls of the attic bedroom and bathroom and in the area of the pipes at the radiator in the downstairs shower room.

13. Reasons

The tribunal made its findings on the basis of the documentary evidence before it, what it had found at the inspection and the evidence it had heard. The tribunal had no hesitation in accepting the evidence of the Tenant.

14. The tribunal considered whether or not any defects it found established brought the Property below the repairing standard in terms of the 2006 Act. In respect of the Findings it had made, the tribunal considered that a repairing standard enforcement order should be made because the Property fails to meet the repairing standard.

Determination

The tribunal determined that the Landlord has failed to comply with the duties imposed by Section 14(1)(b), of the 2006 Act, as stated.

15. The tribunal proceeded to make a Repairing Standard Enforcement Order as required by section 24(1) and 24(2) of the 2006 Act in the following terms:

(One) The Landlord is to produce a current electrical installation condition report prepared by a suitably competent and registered electrician confirming that the electrical system within the Property is in a safe and efficient condition together with a portable appliance test report on any electrical appliances provided by the Landlord. These reports should be in conformity with Scottish Government Statutory Guidance.

(Section 13 (1) (c) of the 2006 Act)

(Two) The Landlord is to produce a current gas safety record prepared by a suitably qualified and registered gas safe engineer and also a report from a suitably qualified and registered plumbing and heating engineer confirming that the entire heating system works effectively and is fully operational.

(Section 13 (1) (c) of the 2006 Act)

(Three) The Landlord is required to make good the holes in the wall of the downstairs shower room, attic shower room and attic bedroom.

(Section 13 (1) (b) of the 2006 Act)

(Four) The Landlord is to repair or replace the ceiling mounted dining room light.

(Section 13 (1) (c) of the 2006 Act)

(Five) The Landlord is to renew the entire felt roof above the two storey rear extension and to take all necessary steps to eradicate dampness in the walls and ceilings of the bathroom and bedroom on the half landing and to make good any décor damage caused by any repair.

(Section 13 (1) (a) of the 2006 Act).

(Six) The Landlord is to carry out such works as are required to ensure that the porch is wind and watertight.

(Section 13 (1) (a) of the 2006 Act).

(Seven) The Landlord is to carry out such works as are required to ensure that the drainage from the attic bathroom complies with current Building Standards and provide written evidence from a suitably qualified plumbing and drainage engineer confirming that all required works have been carried out to a satisfactory standard.

(Section 13 (1) (c) of the 2006 Act)

(Eight) The Landlord is to replace the carpeting on the staircase from the ground floor to the half landing, the half landing and the staircase from the half landing to the first floor and to provide evidence from a flooring contractor that the carpets have been replaced.

(Section 13 (1) (e) of the 2006 Act).

(Nine) The Landlord is to ensure that all gutters are cleared of vegetation.

(Section 13 (1) (b) of the 2006 Act).

(Ten) The Landlord is to repair or replace the dishwasher to ensure that it operates properly and if the existing appliance is repaired or replaced with a similar style integral dishwasher the landlord is to reinstate the missing door.

(Section 13(1) (d) of the 2006 Act).

(Eleven) The Landlord is to remove the redundant appliances and radiator from the garden/ yard area.

(Section 13 (1) (d) of the 2006 Act).

**(Twelve) The defective fence at the rear of the House is to be repaired or replaced.
(Section 13 (1) (b) of the 2006 Act).**

In view of the nature of the failure to meet the Repairing Standard as defined in the 2006 Act, the tribunal determined that the repairing standard enforcement order requires to be completed within a period of five weeks from its service on the Landlords.

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.

Note

The tribunal had concerns about two aspects of the application and considered it appropriate that a copy of its Determination be sent to South Ayrshire Council:

(a) It considered it unfortunate that Mr Hamilton Aird had provided incorrect information with regard to the Tenant's rights if she felt that the Eviction Notice was unlawful. He referred the Tenant to the tribunal which is incorrect. The tribunal has no powers to consider matters where a tenant considers that an Eviction Notice is unlawful.

(b) It appears that an agent acting for the Landlord certified that the works in the attic complied with the Building Warrant but Mr McLeman considers that there is nothing the Council can do on the matter. The members of the tribunal considered that it would be appropriate for the Council to carry out some investigations since, on the face of it, an incorrect declaration had been made by the agent employed by the Landlord. It seemed to the members of the tribunal that the integrity of the Building Standards system depends on such declarations being accurate.

Martin McAllister

Martin Joseph McAllister,
Solicitor, legal member of
Tribunal. 10th March 2017