

Housing and Property Chamber First-tier Tribunal for Scotland



Statement of Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber)

(Hereinafter referred to as “the tribunal”)

Under Section 24(1) of the Housing (Scotland) Act 2006 (“the Act”)

Case Reference Number: FTS/HPC/RT/22/0450

Re: Eliock Grange, Mennock, Sanquhar DG4 6LD

The Parties:-

Dumfries and Galloway Council –HMO & Landlord Registration, Municipal Chambers, Buccleuch Street, Dumfries DG1 2AD (“the third-party applicant”)

Mr Kevin Greenwood-Jaine (“the tenant”)

Mr James Blackwood Greenshields, Goosehill, Sanquhar DG4 6LB (“the landlord”)

Tribunal Members:

Sarah O’Neill (Chairperson) and Donald Wooley (Ordinary (Surveyor) Member)

Decision

The tribunal, having made such enquiries as it saw fit for the purposes of determining whether the landlord has complied with the duty imposed on him by Section 14 (1) (b) of the Housing (Scotland) Act 2006 (“the Act”) in relation to the house, and taking account of all the available evidence, determines that the landlord has failed to comply with the said duty. The tribunal therefore issues a Repairing Standard Enforcement Order. The tribunal’s decision is unanimous.

Background

1. By application received on 15 February 2022, the third-party applicant applied to the tribunal for a determination that the landlord had failed to comply with his duties under Section 14(1) of the Act.
2. In its application, the third-party applicant stated that it believed the landlord had failed to comply with the duty to ensure that the house met the repairing standard as set out in section 13(1) (a) of the Act. The application stated 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
 - the house meets the tolerable standard.
3. The third-party applicant made the following complaints in its application form:
 - 1) Areas of penetrating dampness throughout.
 - 2) Incomplete repairs to external render.
 - 3) Replacement wood burner may be insufficient to meet the needs for the number of radiators.
4. The application form also stated that details of the work which needed to be done were detailed on the attached correspondence previously sent to the landlord. This consisted of two letters sent to the landlord by the third-party applicant dated 9 August 2019 and 8 February 2022, each of which set out a list of outstanding repairs issues. Most of these appeared to be more detailed issues which were related to the main dampness complaint, but the letters also referred to the following matters:
 - 4) The temporary battery smoke detector on the first-floor landing requires to be replaced with a smoke detector interlinked with the existing detectors located elsewhere in the property.

- 5) There are no suitably located carbon monoxide detectors within the vicinity of the Rayburn range in the kitchen nor the open fire in the living room.
 - 6) There is no evidence of a current Electrical Installation Condition Report (EICR) for the property.
5. With regard to the carbon monoxide detectors, the third-party applicant had noted in its notification letter of 8 February 2022 that the open fire in the living room had been boarded up and could no longer be used. There was accordingly no need for a carbon monoxide detector in relation to the fire.
 6. Regarding the EICR, the third-party applicant stated in the covering email sent with the application that a copy of the EICR for the house had been received by them from the tenant's support worker. A photograph of the EICR dated 5 Jun 2018, and showing the electrical installation to be satisfactory, was attached to the email. Mr Robert Rome, representing the third-party applicant, confirmed to the tribunal at the property inspection on 4 May 2022 that the applicant no longer wished to pursue this complaint.
 7. On 4 March 2022, a notice of acceptance of the application was issued by a Convener with delegated powers of the Chamber President. An inspection was arranged for 4 May 2022 and a hearing was arranged for 11 May 2022. The parties were invited to submit written representations by 19 April 2022. Written representations were received on behalf of the landlord's attorneys from Pollock and McLean solicitors on 19 April 2022.

The inspection

8. The tribunal inspected the house on the morning of 4 May 2022. The weather conditions at the time of the tribunal's inspection were dull and overcast. The tenant and his wife, Mrs Deborah Greenwood-Jaine, were present at the inspection. Mr Robert Rome and Mr Adam Black, representing the third-party applicant, were also present at the inspection. The landlord was not present or represented at the inspection.
9. Photographs were taken during the inspection. A pre-hearing inspection summary and schedule of photographs, a copy of which is attached to this decision, was sent to the parties prior to the hearing.

The house

10. The house, which is estimated to be considerably in excess of 120 years in age, comprises a two-storey estate cottage with ancillary single storey

projections. The accommodation, over 2 floors, comprises 5 main apartments, dining kitchen and bathroom. Hot water and space heating are provided by a multi-fuel (wood/coal fired) boiler in the kitchen, supplemented by an electric immersion heater.

The initial hearing

11. On 11 May 2022, the tribunal held a hearing by telephone conference call. Mr Robert Rome was present on behalf of the third-party applicant. The landlord was not present on the call at the start time of 10am. The tribunal noted that confirmation had been received from Pollock and McLean that the landlord wished to attend a hearing. The tribunal clerk called Pollock and McLean solicitors, who informed him that they had not been instructed to attend the hearing and that they expected "Mr Greenshields" to attend. The landlord did not appear on the call, and the tribunal proceeded with the hearing in his absence, as it was satisfied that he had been given adequate notice of the date and time of the hearing.
12. Approximately 30 minutes into the hearing, Mr Douglas Greenshields joined the call. He apologised for joining the call late, explaining that he had thought it was due to start at 11am. The tribunal noted that Pollock and McLean were the landlord's appointed representative, and that the tribunal had not been notified in advance that any other representative would attend the hearing, as required in terms of the tribunal's rules. Mr Greenshields confirmed that he was the landlord's son and said that he held a power of attorney for the landlord.
13. The tribunal observed that it was usually the case that a party would have only one nominated representative, and that currently Pollock and McLean were noted on the tribunal's case management system as the landlord's nominated representative. The tribunal would usually require written confirmation from a party regarding the appointment of a representative. When asked by the tribunal chairperson whether he had seen the case papers, Mr Greenshields said that he had not. He confirmed that he did not have easy access to email, should the tribunal wish to send him the papers during the hearing.
14. Having regard to the tribunal's overriding objective to deal with the proceedings justly, the tribunal decided to adjourn the hearing to a later date. There were two reasons for this: firstly, the tribunal wished to clarify the respective roles of Mr Greenshields and Pollock and McLean in the proceedings. The second reason was to give Mr Greenshields an opportunity to read the application papers, including the pre-hearing

summary and schedule of photographs, prior to participating in the hearing. The tribunal therefore adjourned the hearing until 8 June 2022. A note of the initial hearing was sent to the parties.

The adjourned hearing

15. On 8 June 2022, the tribunal held the adjourned hearing by telephone conference call. Mr Rome was present on behalf of the third-party applicant. Mr Kenneth McLean of Pollock and McLean represented the landlord and was accompanied by Mr Douglas Greenshields, attorney for the landlord.

The evidence

16. The evidence before the tribunal consisted of:

- The application submitted by the third-party applicant.
- A copy of the search sheet (Search Sheet 19439) from the Sasines Register relating to the house and the wider estate.
- Scottish Landlord Register registration details for the house.
- Private residential tenancy agreement between the landlord and the tenant in respect of the house which commenced on 1 November 2018.
- Copy letters dated 9 August 2019 and 8 February 2022 sent by Mr Rome to the landlord, notifying him of the third-party applicant's complaints.
- Written representations received on 19 April 2022 from Pollock & McLean Solicitors as instructed by the landlord's attorneys on behalf of the landlord.
- Email from the third-party applicant dated 12 May 2022, enclosing a copy of a letter from Pollock and McLean to the tenant.
- Email dated 19 May 2022 received from Pollock and McLean attaching a power of attorney granted by the landlord in favour of Douglas Greenshields and Judith Hutchison dated 26 July 2016 registered with the Office of the Public Guardian on 28 October 2016.
- The tribunal's inspection of the house.
- The oral representations of the parties at the hearing and the adjourned hearing.

Summary of the issues

17. The issue to be determined was whether the house meets the repairing standard as set out in Section 13 of the Act, and whether the landlord has complied with the duty imposed by section 14 (1) (b).

Findings in fact

18. The tribunal made the following findings in fact:

- The house is owned by the landlord.
- The landlord is the registered landlord for the house.
- The landlord entered into a private residential tenancy agreement with the tenant which commenced on 1 November 2018.
- The landlord has appointed Mr Douglas Greenshields as one of his two joint continuing and welfare attorneys.
- At its inspection, the tribunal carefully checked the items which were the subject of the complaint. The tribunal observed the following:
 - i. Significant levels of damp were identified. Dampness was confirmed in the living-room, adjoining “store”/bedroom and kitchen (photographs 1-8 of the photograph schedule) and in the under-stair cupboard and bathroom (photographs 14-16).
 - ii. Dampness was also evident in wall plaster, timber wall lining, exposed stonework and the enclosed chimney flue.
 - iii. “Brittle” timber panelling (photograph 17) was noted in the bathroom.
 - iv. The flooring in the hall was well supported and there was no evidence of damp.
 - v. There was no chimney cowl (photographs 12-13) and there is no visible or significant means of ventilation at the enclosed chimney flue
 - vi. The recently installed wood burning stove located within the kitchen dining area (photographs 10 and 11) was in operation during the inspection.
 - vii. Several of the radiators tested were only partially functional, radiating only a limited amount of heat from localised sections.
 - viii. The tenant confirmed that a supplementary source of hot water was available from an electrical immersion heater.
 - ix. The pointing at both the external brickwork and stonework had been the subject of recent repair and a degree of sandblasting (photographs 18-25).
 - x. There were smoke and heat detectors in the living-room, hall and kitchen (Photographs 26-28). The system was tested and all 3 alarms, which are powered by lithium batteries, were confirmed as being interconnected.

- xi. Located on the upper floor landing ceiling was a separately powered smoke detector, (photograph 29), which was not interconnected with the remaining smoke and heat detectors.
- xii. Situated approximately 1 metre above floor level and resting on the beading above timber dado panelling in the kitchen was a carbon monoxide (CO) detector (Photograph 30).

Reasons for decision

19. The ordinary (surveyor) member of the tribunal noted that a number of the complaints made in the application (including the notification letters from the third-party applicant to the landlord) were in fact matters viewed by the third-party applicant as potential causes of the dampness, rather than separate issues in their own right. These included:

- a) Incomplete repairs to external render.
- b) Protective cowl is missing from the chimney.
- c) Area of damp stonework on the south-west wall in the hallway has resulted in the deterioration of the timber supports under the wooden floor.
- d) Gravel drain has been removed and cemented over, creating a potential area where rainwater could penetrate the exposed brick wall above the finished floor level.
- e) Issues relating to underground drainage.
- f) Penetrating dampness leaking under the wood cladding in the bathroom.

20. The parties agreed, as suggested by the tribunal, that the dampness should be considered as one issue, and that the outstanding complaints raised in the application could be summarised under four main headings:

- 1. Dampness
- 2. Heating
- 3. Smoke alarm at the top of the stairs
- 4. Carbon Monoxide detector.

21. Mr Rome said that he broadly accepted the contents of the pre-hearing summary and schedule of photographs as accurate. He said that he considered that everything relating to the third-party applicant's complaints was covered in this document.

22. Mr McLean asked the tribunal to accept that the landlord had made a genuine attempt to address the issues raised and to carry out the repairs required. He had thought that the works carried out would address the issues. The background to the tenancy was that the landlord had never intended to let out the house given its state of repair. The tenant, who was employed as a gamekeeper on the estate, had begged the landlord to let the house to him. The landlord had reluctantly agreed to do so and had set the rent very low (at £200 per month) to reflect the condition of the property.
23. Mr Greenshields said that prior to the tenant moving in, the house had been empty and had not been let out because the landlord thought it was not a good house. This had been pointed out to the tenant, but he still insisted on moving in.
24. While the tribunal had some sympathy with the landlord regarding this situation, it observed that the landlord had let the property to the tenant under a private residential tenancy agreement. This meant that he was obliged to comply with all the legal responsibilities of a landlord, including ensuring that the house meets the repairing standard. Mr Greenshields said that he accepted this. He said that the tenant had not made him aware of some of the issues with the house, but the tribunal noted that the landlord had been notified by the third-party applicant on at least two occasions about repairs issues within the house. Mr Greenshields suggested that as the correspondence was addressed directly to his father, who is 93 years old, some of this may have gone astray.

1. Dampness

25. During its inspection, the tribunal had identified significant dampness in five areas of the house. These were the living room, the downstairs bedroom/storeroom, the chimney flue, the under stairs cupboard and the bathroom.
26. Specifically, the tribunal found that dampness was evident in wall plaster, timber wall lining, exposed stonework and the enclosed chimney flue. It noted "brittle" timber panelling in the bathroom. The flooring in the hall was well supported and there was no evidence of damp. There was no chimney cowl and there was no visible or significant means of ventilation at the enclosed chimney flue.

27. The ordinary (surveyor) member of the tribunal explained that, without the benefit of a more “disruptive” inspection, the tribunal was unable to determine the specific source of the dampness. He noted, however, that relative difference in floor and external ground levels, defective pointing, weathered stonework, defective drainage, rainwater goods or the lack of a permanent damp proof course could be contributory factors.
28. Mr McLean pointed out that the house was very old, having been built in around the 1850s. He said that few houses of that age did not suffer from dampness. He referred to the requirement in terms of section 13 (3) of the Act to have regard to the age, character and prospective life of the house, in determining whether it meets the repairing standard. He submitted that the house was still reasonably fit for human habitation, and that it also met the tolerable standard as it was substantially free from dampness. He said that the landlord had done his best to address the main dampness issues. He noted that when dampness gets into old plasterwork, staining remains, and submitted that this was a part of the dampness problem.
29. Mr Greenshields said that he had dug two drains outside the house around two years previously to take away the rainwater. The drain had been concreted over and he said that it was agreed with the tenant that if this didn’t work, the tenant would come back to him and let them know. The tenant had not done so. The house had also been re-rendered.
30. Mr McLean said that it was the tenant’s responsibility under the tenancy agreement to keep the property adequately “fired and aired”. Mr Greenshields said that if the tenant used the fire regularly, there would not be damp in the chimney breast. He said that he had only seen smoke coming out of the chimney on a handful of occasions since Christmas. He had grown up on the estate and that there had never been a chimney cowl. The chimney flue had been enclosed, but this had not been done by him.
31. The ordinary (surveyor) member pointed out that if the heating system was inefficient, as alleged in the application, it may be difficult to keep the house fired. He also noted that while it was true that damp staining could result in false dampness meter readings, the property was quite clearly damp in a number of areas (as shown in photographs 2 -9 of the photograph schedule).

32. The tribunal also noted that section 13(3) of the Act relates only to whether the structure and exterior of the house is in a reasonable state of repair and in proper working order, rather than whether it is wind and watertight and in all other respects reasonably fit for human habitation.
33. The tribunal accepts that the house is very old, and that the tenant has a responsibility to ventilate and heat the house. The tribunal considers, however, that there are significant dampness issues in the house and that it does not meet the repairing standard in this respect. The tribunal therefore determines on the basis of all the evidence before it that the house is not wind and watertight and in all other respects reasonably fit for human habitation.

2. Heating

34. The original complaint about the heating system from the third-party applicant (set out in its notification letter of 9 August 2019) was that the previous Rayburn solid fuel range did not effectively heat all of the radiators in the house. A new multi-fuel boiler had been installed by the landlord, but the third-party applicant notified the landlord in its letter of 8 February 2022 that this appliance (referred to in the application as a “replacement wood burning stove”) was too small and was still not capable of heating all of the central heating radiators in the house.
35. The recently installed multi-fuel (wood/coal fired) boiler within the kitchen dining area was in operation during the tribunal’s inspection. All of the radiators tested were functioning although these radiated only a limited amount of heat.
36. The ordinary (surveyor) member of the tribunal observed that the pipes had been warm at the time of the inspection, but many of the radiators were not very warm. It was difficult for the tribunal to determine what the cause of this might be. It could be a defective pump or inefficient boiler, for example. Alternatively, the radiators may require to be bled. Mr McLean said that it was the tenant’s responsibility to bleed radiators.
37. He pointed to clause 17 of the model private residential tenancy agreement, which states that “*the tenant agrees to take reasonable care of the Let Property...and in particular agrees to take all reasonable steps to: Keep the Let property adequately ventilated and heated....*” The tribunal chairperson suggested that the relevant

clause to which he was referring was actually clause 16 in the tenancy agreement between the parties. Clause 17 of that agreement specifically relates to "The Repairing Standard etc. And Other Information."

38. Mr Greenshields said that when a new boiler is installed, it can take months to get air out of the system. He said that when the new boiler was installed, the plumber had shown him how to 'balance' the radiators. When asked whether this had been explained to the tenant, Mr Greenshields said the tenant had never asked about it. He said that he would be happy to go and fix the heating, but no-one had informed that there was a problem.
39. The tribunal does not accept that it is the tenant's responsibility to bleed the radiators. It is the responsibility of the landlord to ensure that the heating installation is in a proper state of repair and in proper working order.
40. While the reasons for the issues identified by the tribunal are not clear, the tribunal determines that the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water were not at the time of its inspection in a reasonable state of repair and in proper working order.

3. No hard-wired interlined smoke detector on the first-floor landing

41. The tribunal tested the smoke and heat detectors in the living-room, hall and kitchen were tested during its inspection. It observed at the inspection that all 3 alarms, which are powered by lithium batteries, are interconnected. Located on the upper floor landing ceiling is a separately powered smoke detector, which is not interconnected with the remaining smoke and heat detectors.
42. The tribunal observed at the hearing that this does not comply with the current statutory guidance for private rented properties.
43. In determining whether a house meets the repairing standard regarding satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire, section 13 (5) of the Act states that regard is to be had to any building regulations and any guidance issued by the Scottish Ministers. The current Scottish Government statutory guidance¹ states that there should be at least:

¹ <https://www.gov.scot/publications/fire-safety-guidance-private-rented-properties/>

- one functioning smoke alarm in the room which is frequently used by the occupants for general daytime living purposes
- one functioning smoke alarm in every circulation space, such as hallways and landings.
- one heat alarm in every kitchen
- and all alarms should be interlinked.

44. The tribunal therefore determined that at the time of its inspection the house did not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.

4. Carbon Monoxide Detector

45. The tribunal observed during its inspection that there was a carbon monoxide (CO) detector situated approximately 1 metre above floor level and resting on the beading above timber dado panelling in the kitchen.

46. The current Scottish Government statutory guidance for the provision of CO detectors in private rented housing² states that unless otherwise indicated by the manufacturer CO detectors should be either:

- ceiling mounted and positioned at least 300mm from any wall or
- wall mounted and positioned at least 150mm below the ceiling and higher than any door or window in the room.

47. The current positioning of the CO detector does not comply with this guidance. Mr Greenshields said that the detector had been installed by an electrician, and he had therefore assumed that this had been done according to the guidance. He stated that he could arrange for it to be installed in compliance with the guidance.

48. The tribunal determined that at the time of its inspection the house did not have satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health, and that an appropriately located CO detector should be positioned in relation to the solid fuel boiler.

² Carbon monoxide alarms in private rented properties: guidance - gov.scot (www.gov.scot)

Summary of decision

49. On the basis of all the evidence before it, the tribunal determined that the landlord had failed to comply with the duty imposed by section 14(1) (b) of the Act, and in particular that the landlord has failed to ensure that the house meets the repairing standard in that:

- the house is not wind and watertight and in all other respects reasonably fit for human habitation
- the installations in the house for the supply of 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
- the house does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire
- the house does not have satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health

50. The tribunal therefore makes a Repairing Standard Enforcement Order (RSEO) as required by section 24 (2) of the Act.

Rights 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.

Signed... **S O'Neil**
Sarah O'Neill, Chairperson

Date... 22 June 2022

Housing and Property Chamber First-tier Tribunal for Scotland



Repairing Standard Enforcement Order

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

(Hereinafter referred to as “the tribunal”)

Case Reference Number: FTS/HPC/RT/22/0450

Re: Eliock Grange, Mennock, Sanquhar DG4 6LD being part of the subjects described in Disposition in favour of James Blackwood Greenshields recorded GRS (Dumfries) 20 May 1976 (Search Sheet 19439) (“the house”)

The Parties:-

Dumfries and Galloway Council –HMO & Landlord Registration, Municipal Chambers, Buccleuch Street, Dumfries DG1 2AD (“the third-party applicant”)

Mr Kevin Greenwood-Jaine (“the tenant”)

Mr James Blackwood Greenshields, Goosehill, Sanquhar DG4 6LB (“the landlord”)

Tribunal Members:

Sarah O’Neill (Chairperson) and Donald Wooley (Ordinary (Surveyor) Member)

NOTICE TO: Mr James Blackwood Greenshields (the landlord)

Whereas in terms of its decision dated 22 June 2022, the tribunal determined that the landlord had failed to comply with the duty imposed by Section 14 (1) (b) of the Act, and in particular that the landlord has failed to ensure that the house meets the repairing standard in that:

- the house is not wind and watertight and in all other respects reasonably fit for human habitation.
- the installations in the house for the supply of 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

- the house does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire
- the house does not have satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health.

The tribunal therefore makes a Repairing Standard Enforcement Order (RSEO) as required by section 24 (2) of the Act.

The tribunal now requires the landlord to carry out such work as is necessary for the purpose of ensuring that the house meets the repairing standard, and that any damage caused by the carrying out of any work in terms of this order is made good before the date specified in this order.

In particular, the tribunal requires the landlord to:

1. a) Obtain a detailed report from a timber and damp specialist surveyor which is registered with the Property Care Association, confirming the cause of the dampness within the property, specifically in the living room, bedroom/store, enclosed chimney flue, under stair cupboard and bathroom. The report should include details of the remedial action necessary to address the dampness and resultant deterioration to internal fabric.

b) Send a copy of the above report to the tribunal for its approval. Once the report has been approved, all of the recommended repairs should be completed in order to ensure that the property is wind and watertight and in all other respects reasonably fit for human habitation.
2. Install a smoke detector at the upper floor landing ensuring that it is interconnected with either the existing ground floor smoke and heat detectors or their replacements, ensuring that they are all fully functional and meet the requirements contained within the Housing (Scotland) Acts 1987 and 2006, as subsequently amended by the Modification of the Repairing Standard Regulations 2019.
3. Obtain a report from a suitably qualified heating engineer on the existing central heating system and forward a copy of the report to the tribunal for approval. Once approved, complete any necessary repairs contained therein to ensure that the system, including all radiators, is in a reasonable state of repair and in proper working order.
4. Relocate the Carbon Monoxide (CO) detector within the kitchen to a position which complies with current Scottish Government statutory guidance for the provision of CO detectors in private rented housing.

5. Redecorate as necessary following completion of all repairs required to comply with this order.

The tribunal orders that all of the works specified in this order must be carried out and completed within the period of three months from the date of service of this notice.

Rights 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.

Please note that in terms of section 28(1) of the Housing (Scotland) Act 2006, 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 typewritten on this and the two preceding pages are signed by Sarah Frances O'Neill, solicitor, Chairperson of the First-tier Tribunal (Housing and Property Chamber), at Glasgow on the twenty-second day of June, Two Thousand and Twenty-Two before this witness –

S O'Neil Chairperson