

# Housing and Property Chamber

## First-tier Tribunal for Scotland

---



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

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

**Chamber Ref: FTS/HPC/RT/21/3053**

**House, first door left, on third floor above ground floor of tenement 346  
Langside Road, Glasgow, referred to in the disposition to Robert Kirkwood  
McKellar, recorded GRS (Renfrew) 23 November 1950**

**Flat 3/1 346 Langside Road, Govanhill, Glasgow, G42 8XR (“the Property”)**

**Parties:**

**Glasgow City Council, 3<sup>rd</sup> Floor Samaritan House, 79 Coplaw Street, Glasgow,  
G42 7JG (“the Third Party”)**

**Parveen Shakoor, 20 Brewery Street, Dumfries, DG1 2RP (“the Landlord”)**

**Tribunal Members:**

**Josephine Bonnar (Legal Member)**

**Mike Links (Ordinary Member)**

Whereas in terms of their decision dated 30 March 2022, 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 Act”) and, in particular, that the Landlord has failed to ensure that: -

- (d) Any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and proper working order,

the Tribunal now requires the Landlord to carry out such work as is necessary for the purposes of ensuring that the property meets the repairing standard 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 Landlord: -

1. To install a working extractor fan in the kitchen.

The Tribunal order that the work specified in this Order must be carried out and completed within the period of 30 days from the date of service of this Notice.

**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.

**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 type written on this and the preceding pages are executed by Josephine Bonnar, Legal Member of the Tribunal, at Motherwell on 30 March 2022 in the presence of the undernoted witness:-

**G Bonnar**  
- witness

**J bonnar**  
Legal Member

# Housing and Property Chamber

## First-tier Tribunal for Scotland

---



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

**Statement of Decision: Housing (Scotland) Act 2006 Section 24(1)**

**Chamber Ref: FTS/HPC/RT/21/3053**

**Flat 3/1 346 Langside Road, Govanhill, Glasgow, G42 8XR (“the Property”)**

**Parties:**

**Glasgow City Council, 3<sup>rd</sup> Floor Samaritan House, 79 Coplaw Street, Glasgow, G42 7JG (“the Third Party”)**

**Parveen Shakoor, 20 Brewery Street, Dumfries, DG1 2RP (“the Landlord”)**

**Tribunal Members:**

**Josephine Bonnar (Legal Member)**

**Mike Links (Ordinary Member)**

**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) of the Housing (Scotland) Act 2006 (“the Act”) in relation to the property, determined that the Landlord has not complied with the duty imposed by Section 14(1)(b) of the Act.**

**Background**

1. On 8 December 2021, the Third Party applied to the Tribunal in terms of Section 22 of the Housing (Scotland) Act 2006. The Third Party stated that the Landlord has failed to meet the repairing standard in relation to the property. The application lists the following complaints;- hallway light switch is broken, wires are exposed and light does not work; hole in plaster next to the entry phone handset; loose connection in light switch in the 1<sup>st</sup> bedroom; hole in wall of the second bedroom; smoke alarm which may not comply with statutory guidance; no extractor fan or window in the kitchen; defective power sockets in the kitchen and a “daisy chain” of extension cables leading to the microwave; washing

machine does not work; no smoke or heat detectors in kitchen or lounge; no CO monitor; and lounge window hinges are defective. . The Third Party also stated that the Landlord had not provided an EICR, PAT test certificate or Gas Safety certificate. The Third Party advised that the tenant did not wish to be a party to the application.

2. On 27 January 2022 the parties were advised that the Tribunal would inspect the property on 2 March 2022 at 10.30am and that a hearing would take place by telephone conference call on the 9 March 2022 at 10am. Prior to the inspection Mr Dundas from the Third Party notified the Tribunal that he had re-inspected the property and could confirm that new smoke and heat detectors had been installed. He said that several other issues had now been resolved namely the light switches in the hall and bedroom, the power sockets in the kitchen, the washing machine, and the lounge window. He also submitted a domestic electrical installation certificate dated 15 January 2022 and a fire detection installation certificate which had been sent to him by the Landlord.
3. The Tribunal inspected the property on 2 March 2022. The Tenant, who is Romanian, provided access. An interpreter was also present. Neither the Third Party nor the Landlord attended. The hearing took place by telephone conference call on 9 March 2022 at 10am. The Landlord participated. The Third Party did not participate.

### **The Inspection**

4. The Tribunal noted the following during the inspection;- light and light switches in the hall and 1<sup>st</sup> bedroom appeared to be in working order; a hole in the plaster next to the door entry handset: a hole in the 2<sup>nd</sup> bedroom wall caused by the door handle; obsolete vents in the kitchen ceiling but no working extractor fan or window: a heat detector hanging from the kitchen ceiling, in working order: washing machine in the kitchen with clothes inside, Tenant said that it is working ; lounge window, no defects noted; smoke alarms in the hall and lounge, interlinked and in working order; boiler is located in bedroom cupboard, no CO detector. A report, including photographs taken during the inspection, was issued to the parties.

### **The Hearing**

5. The hearing took place by telephone conference call on 9 March 2022 at 10am. Shortly before the hearing the Landlord submitted the following documents:- A receipt from Home Rewire Scotland Ltd dated 19 January 2022; a copy of the Domestic Electrical Installation Certificate and fire detection installation certificate previously submitted by the Third Party; a portable appliance testing certificate dated 22 February 2022 for the washing machine and fridge freezer and photographs of a CO detector in its packaging, the door entry handset with the hole filled in, the wall in

the bedroom with the hole filled in, a door stop and a fan or vent on a ceiling.

6. Ms Shakoor referred to the documents lodged and advised that the property has been re-wired. She stated that the holes in the walls have been filled and a doorstop fitted in the bedroom to prevent the door handle from causing further damage. She also advised that the CO detector has been installed in the property and that the PAT test certificate was obtained after the re-wiring was completed. A new extractor fan has been fitted in the kitchen. In response to questions from the Tribunal Ms Shakoor said that she could submit evidence that the CO detector and extractor fan have been installed at the property and that both are in working order. She said that the extractor fan is activated by the light switch. She also confirmed that she could provide evidence that the heat detector in the kitchen has been re-attached to the ceiling and that a gas safety certificate would be obtained and submitted.
7. Following the hearing, the Landlord submitted a gas safety certificate for the property. This confirms that a CO detector has been installed and is working. The certificate indicates that ventilation for the gas cooker in the kitchen is unsatisfactory. However, no remedial action is recommended as the gas supply has been capped. The Landlord also submitted photographs which show the CO detector in the bedroom above the boiler cupboard, the heat detector attached to the kitchen ceiling and a vent or extractor on a ceiling. The Landlord advised that she had tried to submit video evidence of the extractor fan in use, but she had not been successful.
8. The Third Party was asked to comment on the documents lodged by the Landlord prior to and following the hearing. In their response the Third Party stated that the Landlord has not complied with the repairing standard as the gas safety certificate indicates that there is inadequate ventilation in the kitchen for the cooker and that there appears to be no heating or hot water in the property as the gas supply has been capped.

### **Findings in Fact**

9. There is no working extractor fan or window in the kitchen of the property.
10. The Landlord provided a gas safety certificate for the property which states that there is inadequate ventilation in the kitchen and that the gas supply to the property has been capped.

### **Reasons for decision**

11. The Tribunal considered the issues of disrepair set out in the application and the information and evidence provided by the parties.

12. Section 14(1) of the 2006 Act states “The landlord in a tenancy must ensure that the house meets the repairing standard – (a) at the start of the tenancy, and (b) at all times during the tenancy.” In terms of Section 14(3) of the 2006 Act “The duty imposed by subsection (1)(b) applies only where – (a) the tenant notifies the landlord, or (b) the landlord otherwise becomes aware, that work requires to be carried out for the purposes of complying with it”. Section 22(3) of the 2006 Act states that an application can only be made if the person making the application has notified the landlord that work requires to be carried out for the purpose of complying with the repairing standard. The Tribunal is satisfied that the Third Party notified the Landlord of the repairs issues at the property prior to lodging the application.
13. The Tribunal is satisfied that the Landlord has provided a satisfactory EICR for the property and that the lights and light switches are in working order. The Tribunal is also satisfied that no breach of the repairing standard has been established in relation to the washing machine or living room window and that holes in the walls of the hall and bedroom have been filled in, following the Tribunal inspection.
14. The Tribunal is satisfied that wireless smoke and heat detectors have been installed at the property. When tested these were found to be interlinked and in working order. The heat detector was hanging from the ceiling at the time of the inspection. The Landlord subsequently provided evidence that this has been properly secured. The Tribunal is therefore satisfied that the Landlord has not failed to comply with the repairing standard in relation to smoke and heat detectors at the property.
15. When the Tribunal inspected the property, it noted that there is a gas boiler in the bedroom, but no CO detector had been installed. Prior to the hearing the Landlord lodged a photograph of a CO detector, still in its packaging. No evidence was provided that this had been installed in a suitable location. Following the hearing, the Landlord submitted a gas safety certificate for the property. This confirms that a CO detector has now been installed and is in working order. The Tribunal is therefore satisfied that the Landlord has not failed to comply with the repairing standard in relation to the CO detector and the provision of a gas safety certificate.
16. At the inspection the Tribunal noted that there were two obsolete vents on the kitchen ceiling. Neither operated as an extractor fan and there is no window in the kitchen to provide ventilation. Although a photograph was submitted prior to the hearing, this was of poor quality and does not establish that a new extractor fan, in full working order, has been installed. The Gas Safety certificate submitted indicates that there is inadequate ventilation in the kitchen for the gas cooker, although this is not currently being used as the gas supply has been capped. The Tribunal is therefore satisfied that the absence of a working extractor fan

which provides adequate ventilation in the kitchen is a breach of the repairing standard.

17. The Tribunal noted the comments on the gas safety certificate regarding the gas cooker and the gas supply. These issues are not part of the application, and the Tribunal cannot consider them. However, as the gas supply has been capped, it appears that there are no proper cooking facilities, heating, or hot water at the property. The Landlord should take immediate action to remedy this situation.
18. The Tribunal is therefore satisfied that the Landlord has failed to comply with the repairing standard as set out in Sections 13(d) of the Act, but not as set out in Sections 13(a), (c), (e), (f) and (g) of the Act.

### **Decision**

19. The Tribunal determined that the Landlord has failed to comply with the duty imposed by Section 14(1)(b) of the Act.
20. 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.**

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.

# J Bonnar

Josephine Bonnar, Legal Member: