

# Housing and Property Chamber First-tier Tribunal for Scotland

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## Repairing Standard Enforcement Order Ordered by the First-tier Tribunal for Scotland (Housing and Property Chamber)

Chamber Ref: FTS/HPC/RP/18/3495

Title no: DMB74837

28 Craighton Avenue, Milngavie, Glasgow, G62 7SX being the subjects registered in the Land Register of Scotland under Title Number DMB74837 ('The Property')

The Parties:-

Alistair Goold and Liza Goold residing together at British International School of Jeddah, Teacher Compound, Al Muhammiditah District, Jeddah, 21442, Saudi Arabia and sometime residing at 62 Causeyside Street, Paisley, PA1 1YW ('the Landlord').

Jordan Kirkwood of Clyde Property, 8 Busby Road, Clarkston, G76 7XL ('The Landlords' Representative')

Caitlin Munro residing at 28 Craighton Avenue, Milngavie, Glasgow, G62 7SX ('the Tenant').

Raymond Heath, East Dunbartonshire CAB, 11 Alexandra Street, Kirkintilloch, G66 1HB ('the Tenant's Representative').

The First-tier Tribunal for Scotland (Housing and Property Chamber) ('the Tribunal') comprising: Jacqui Taylor (Legal Member) and Andrew McFarlane (Ordinary Member).

### NOTICE TO The said Alistair Goold and Liza Goold

Whereas in terms of their decision dated 13<sup>TH</sup> March 2019 the Tribunal determined that the Landlords have failed to comply with the duty imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 and in particular the Landlord has failed to ensure that the Property is wind and water tight 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 in a reasonable state of repair and proper working order and the fixtures, fittings and appliances

provided by the Landlords 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 to:

1. Repair the dampness in the Property to render the Property water tight and in particular carryout repairs necessary to supply and install the following (where not already undertaken) and provide confirmation from a specialist that work has been completed:-

1.1 To Kitchen and Bathroom; in external wall SA25 SELV Data 4" fan, trickle and boost 25l, pull cord boost, humidity boost and 5 week data logging facility or equal. Locate intelligent remote sensor between moisture source and door leading out of room.

1.2 To Main Bedroom; in external wall 100mm wall mounted passive ventilator PV100 or equal.

1.3 To areas affected by mould growth; apply 2 coats of sterilising solution and finish with 2 coats of anti-mould paint extending 500mm beyond affected area.

1.4 Strip and replace window surrounds affected by mould growth.

1.5 Strip and replace sealants around windows with mould resistant sealant to areas affected by mould growth.

1.6 Strip and replace bath sealant with mould resistant sealant to areas affected by mould growth.

2. Overhaul all opening sashes to windows to ensure neoprene sealing gaskets between sash and frame are intact and secured in place sufficient to ensure they seal properly without either requiring to be held in place or adjusted following closure.

3. Overhaul latch locks of the internal doors to ensure when door is closed the door leaf is secured against the facings. (If latch locks cannot be overhauled fit another form of restraint such as a ball catch.)

4. Repair or replace kitchen sink base unit to ensure there is an intact, properly supported base, intermediate shelf and back panel. Properly form holes for the passage of water supply and drainage pipes and seal around as required. Repair or replace the kitchen drawer unit and kitchen wall unit to render it in proper working order.

5. Exhibit a compliant Electrical Installation Condition Report (EICR) by a suitably qualified and registered electrician to cover modifications to electrical system carried out since EICR issued. (New Consumer Control Unit and new extract fans).

6. Exhibit a valid current and compliant Gas Safety Certificate for the Property by a suitably qualified Gas Safe registered engineer to address the state of repair and working order of all gas appliances and installations in the Property.
7. Fill holes around socket outlet on Kitchen wall to secure compliance with regulations relating to electrical installations.
8. Fill the hole in the external wall of the bathroom below the window sill.
9. Fill the hole in the plaster in the smaller front bedroom.
10. Repair or replace the missing section of skirting between the doors to the Kitchen and third Bedroom.
11. Secure or replace light switch for Bathroom light located in Hall.
12. Secure or replace ceiling mounted light fitting in Kitchen.

The Tribunal orders that these works must be carried out and completed by 30<sup>th</sup> April 2019.

**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.**

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 and landlord's successor in title) also commits an offence if he or she enters into a tenancy or occupancy agreement 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 preceding page are subscribed at Glasgow on 13<sup>th</sup> March 2019 by Jacqui Taylor, chairperson of the Tribunal, in the presence of the witness Julie McNulty, 20 York Street, Glasgow.

J Taylor

Signed.....

Chairperson J McNulty

.....

.....witness

# Housing and Property Chamber

## First-tier Tribunal for Scotland

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Statement of decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 24 (1) of the Housing (Scotland) Act 2006.

Chamber Ref: FTS/HPC/RP/18/3495

Title no: DMB74837

28 Craigton Avenue, Milngavie, Glasgow, G62 7SX being the subjects registered in the Land Register of Scotland under Title Number DMB74837 ('The Property')

The Parties:-

Alistair Goold and Liza Goold residing together at British International School of Jeddah, Teacher Compound, Al Muhammiditah District, Jeddah, 21442, Saudi Arabia and sometime residing at 62 Causeyside Street, Paisley, PA1 1YW ('the Landlords').

Jordan Kirkwood of Clyde Property, 8 Busby Road, Clarkston, G76 7XL ('The Landlords' Representative')

Caitlin Munro residing at 28 Craigton Avenue, Milngavie, Glasgow, G62 7SX ('the Tenant').

Raymond Heath, East Dunbartonshire CAB, 11 Alexandra Street, Kirkintilloch, G66 1HB ('the Tenant's Representative').

The First-tier Tribunal for Scotland (Housing and Property Chamber) ('the Tribunal') comprising: Jacqui Taylor (Legal Member) and Andrew McFarlane (Ordinary Member).

**Decision**

The Tribunal, having made such enquiries as it saw fit for the purposes of determining whether the Landlords have complied with the duty imposed by Section 14 (1)(b) in relation to the Property, determined that the Landlords have failed to comply with the duty imposed by Section 14 (1)(b) of the Act.

**Background**

1. The Tenant leases the Property from the Landlords in terms of the Short Assured Tenancy between the parties dated 28<sup>th</sup> October 2016. The Tenant applied

to the Tribunal for a determination of whether the Landlords have failed to comply with the duties imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 ('the Act').

2. The application by the Tenant stated that she considered that the Landlords have failed to comply with their duty to ensure that the Property meets the repairing standard. She advised that the Property was 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 proper working order; the fixtures, fittings and appliances provided by the Landlords under the tenancy are not in a reasonable state of repair and proper working order and any furnishings provide by the Landlords under the tenancy are not capable of being used safely for the purpose for which they are designed.

In particular the application stated:-

- 2.1 Decoration throughout Property.
- 2.2 Possible dampness throughout the Property, dampness and mould in the kitchen.
- 2.3 Windows throughout the Property have holes in them, they do not close properly and seals are missing and handles are insecure.
- 2.4 There are holes in walls.
- 2.5 Doors are in poor condition and do not close properly. Front and Back door locks are insecure. Doors throughout the property do not close and shut properly. The doors are rough and unfinished.
- 2.6 Cupboards and drawers in the kitchen are in disrepair and are not working.
- 2.7 The lawnmower is not working.
- 2.8 Extra heating costs when doors removed.
- 2.9 The washing machine is leaking.
- 2.10 No gas safety certificate.
- 2.11 No electrical safety certificate.
- 2.12 Smoke alarms have not been hardwired.
- 2.13 Possible boiler repair, over heating and leaks. No thermostat to control heating.
- 2.14 Thermostats on radiators are missing.
- 2.15 Electric sockets are unsafe and electric shocks from them. Wiring is unsafe.
- 2.16 Fireplace/ flue in living room is open and possible problems with carbon monoxide.
- 2.17 Light fittings are loose.
- 2.18 Gas pipe on living room floor.
- 2.19 No Carbon monoxide monitors.

3. On 27<sup>th</sup> December 2018 Mrs J Taylor, a Convenor of the First- tier Tribunal for Scotland, having considered the application, comprising documents received on 24<sup>th</sup> December 2018, referred the application under Section 22 (1) of the Act to a Tribunal.

4. On 8<sup>th</sup> January 2019 the President of The Housing and Property Chamber served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon both the Landlords and the Tenant.

5. The Landlords provided written representations. In particular he sent the Tribunal two reports which had been prepared by damp specialists:-

5.1 The report by James Brown Property Services dated 18<sup>th</sup> November 2015. The report concluded that the property is not experiencing rising dampness or penetrating dampness but condensation was present.

5.2 The report by Airtech Environmental Systems dated 25<sup>th</sup> October 2018, which stated:

*'The tenant is concerned because of mould growth throughout the property. They discovered approx 8 sq metres of mould growth throughout the property mainly located to external walls and window frames, however it has also formed on some furniture. This property has no mechanical ventilation in place and this is resulting in the large amounts of moisture created by the 3 tenants + 2 cats and 1 dog during everyday lifestyle activities such as breathing bathing and cooking migrating throughout the property and settling onto the coldest external surfaces and mould is then forming on these surfaces. They witnessed that some windows were open at time of the survey however they believed this is unlikely to be the case for a long period of time for both comfort and security reasons (ground floor flat). In order to solve the mould and condensation issues in this property they recommend the following:-*

- *Installation of intelligent humidistat fans to the kitchen and the bathroom with automatic humidity controls, these will have un-switched spurs fitted to prevent isolation by the tenant. They also come with a 5-week data logging facility as standard so we are able to monitor not just the environment in the property but also the operation of the fans so we can be sure they are not being isolated and are controlling the moisture produced. The trickle mode means there is a constant amount of air being pulled from the room which will help pull the air away from the colder rooms in the property and keep the base level of relative humidity lower.*
- *Installation of a passive vent to the main bedroom in order to allow regular air changes to the property.  
The passive vent will work in conjunction with the new extractor fans to improve the air quality in the property, while the extractor fans remove the moisture created at source from the kitchen and bathroom.*
- *The current mould spores will need full eradication to avoid future regrowth, which will happen even though the humidity may be under control without the necessary treatment.'*

### **The Inspection**

6. The Tribunal attended at the Property on 28<sup>th</sup> February 2019. The Tenant was present at the inspection. The Landlords were not present at the inspection and were not represented.

The Property is a lower cottage flat which dates from circa 1930. The accommodation comprises three bedrooms, livingroom, kitchen and bathroom.

There is garden ground to the front and rear of the Property.

The Tribunal inspected the alleged defects and found:-

#### 6.1 Decoration throughout Property.

The decoration throughout the Property comprises painted ceilings and painted wall paper. The windows throughout the Property are UPVC double glazed windows and the finishes around the windows are veneered wood with a varnish finish. The skirtings and finishings are timber some of which have been painted. The majority of the doors in the Property have been dipped and stripped, apart from the bathroom door which has a painted finish. The standard of finish is varied. Some rooms have been recently decorated. Some decoration is incomplete. There is chipped paint around the door frames. The bathroom tiles had been stripped of paint.

#### 6.2 Possible dampness throughout the Property, dampness and mould in the kitchen.

The main bedroom to the front of the Property: The window surrounds and sill was made of veneered wood which was discoloured in place and had been affected by moisture/ dampness and in consequence was stained.

The smaller bedroom to the front of the Property: There was some dampness to the left of the window (when looking out of the window from inside the bedroom).

Kitchen: There was an area of dampness on the gable wall of the kitchen to a height of approximately one metre. The damp meter readings were very high.

Bathroom: There was evidence of mould to the bath seal.

#### 6.3 Windows throughout the Property have holes in them, they do not close properly and seals are missing and handles are insecure.

The windows throughout the Property are UPVC framed with sealed double glazed units. There were no holes in the window at the inspection. The handles had been replaced and were secure at the inspection. The condition of the window seals vary throughout the Property. When the sash of the windows are closed shut they close against neoprene seals. On a number of occasions the seals have become loose with the result that when the sash is closed the seal is not compressed.

#### 6.4 There are holes in the walls.

There were a number of holes observed at the inspection:

- A hole in the plaster to the left (viewed from inside) of the window in the smaller front bedroom.
- A hole in the plaster around the electric socket in the kitchen.
- A hole in the bathroom below the window sill.
- Missing section of skirting between the doors to the Kitchen and third Bedroom

#### 6.5 The doors are in poor condition and do not close properly. The front and back door locks are insecure. The doors throughout the property do not close and shut properly. The doors are rough and unfinished.

The front and back doors operated correctly at the inspection.

The internal doors (apart from the bathroom door) had been dipped and stripped. They were no longer rough.

The internal doors were the original doors of the Property. The lock mechanism had two parts. One part is the locking mechanism. The other part is the mechanism to ensure that the doors remain closed. The catches are missing from the closing mechanisms of the smaller front bedroom, the living room and the kitchen.

6.6 Cupboards and drawers in the kitchen are in disrepair and are not working.

The kitchen cupboards and drawers had been partly upgraded. However the drawer unit to the left of the cooker did not operate properly as the top drawer does not run well on the runners and the bottom of the drawer has parted from the front. . The back plate is missing from the kitchen wall unit. The base section of the sink unit is also partly missing. The mid shelf in the unit below the kitchen sink is poorly supported.

6.7 The lawnmower is not working.

The Tenant advised that a new lawnmower had recently been supplied by the Landlord.

6.8 Extra heating costs when doors removed.

The Tenant advised that the doors had been reinstalled.

6.9 The washing machine is leaking.

The Tenant advised that a new washing machine had been provided by the Landlord.

6.10 No gas safety certificate.

The Tenant advised that she has not been provided with a gas safety certificate.

6.11 No electrical safety certificate.

The Tenant advised that she has not been provided with an electrical safety certificate.

6.12 Smoke alarms have not been hardwired.

Hardwired and inter connected smoke alarms had been installed in the hall and the living room. Also a hardwired and interconnected heat detector had been installed in the kitchen.

6.13 Possible boiler repair, over heating and leaks. No thermostat to control heating.

The Tenant advised that the boiler had been repaired.

6.14 Thermostats on radiators are missing.

The Tenant confirmed that the missing thermostats had been replaced.

6.15 Electric sockets are unsafe and electric shocks from them. Wiring is unsafe.

A new electrical consumer unit had recently been installed.

6.16 Fireplace/ flue in living room is open and possible problems with carbon monoxide.

The fireplace in the living room is a surround for the original coal fireplace in the Property. The fireplace is not in use and the aperture has been covered over with cardboard which has been taped to the fireplace surround.

6.17 Light fittings are loose.

The kitchen light fitting and the bathroom light switch are both loose.

6.18 Gas pipe on living room floor.

The gas pipe on the living room floor has now been capped and made safe.

6.19 No Carbon monoxide monitors.

A carbon monoxide monitor had been installed on the kitchen wall.

Photographs were taken during the inspection and are attached as a Schedule to this report.

### **The Hearing**

7. Following the inspection of the Property the Tribunal held a hearing at the Glasgow Tribunals Centre, 20 York Street, Glasgow, G2 8GT.

The Tenant attended the hearing. She was accompanied by her representative Raymond Heath of East Dunbartonshire CAB. The Landlord did not attend but was represented by Grace Campbell, his mother. She was supported by her friend Margaret Thomson.

As a preliminary matter the Tenant confirmed that the following items had been satisfactorily repaired by the Landlord and accordingly she wished to remove them from the application:

- The handles of the windows are insecure.
- The doors are rough and unfinished.
- The lawnmower is not working.
- Extra heating costs when doors removed.
- The washing machine is leaking.
- Smoke alarms have not been hardwired.
- Possible boiler repair, over heating and leaks. No thermostat to control heating.
- Thermostats on radiators are missing.
- Light fittings are loose.
- Gas pipe on living room floor.
- No Carbon monoxide monitors.

In respect of the remaining matters in the application the parties advised as follows:

7.1 Decoration throughout Property.

Mrs Campbell explained that the whole property had been decorated in September 2015 but she did not have any photographs. Her son has arranged for work to be carried out to the property, including redecoration, next week.

7.2 Possible dampness throughout the Property, dampness and mould in the kitchen.

Mrs Campbell advised that her son had obtained damp specialist reports which have been exhibited to the Tribunal. Both reports state that the dampness in the Property is due to condensation.

7.3 Windows throughout the Property have holes in them, they do not close properly and seals are missing.

Mrs Campbell explained that approximately a year ago the handles of the windows were replaced by Clyde Windows. The seals have been loose for a number of years and simply need to be pushed into place.

7.4 There are holes in walls.

Ms Munro explained that there are four holes in the property:

- There is a hole in the plaster to the left hand side (looking out of the window) of the smaller front bedroom
- There is a hole in the kitchen wall around the electrical socket.
- There is a hole in the external wall of the bathroom below the window sill.
- Missing section of skirting between the doors to the Kitchen and third Bedroom

7.5 Doors are in poor condition and do not close properly. The front and back door locks are insecure. The doors throughout the property do not close and shut properly.

Mrs Campbell explained that when she lived in the property she never had a problem with the doors and she considers them to be in a reasonable state of repair and proper working order.

7.6 Cupboards and drawers in the kitchen are in disrepair and are not working.

Mrs Campbell explained that the kitchen units were overhauled in March 2018. She believes that the loose kitchen drawer was overloaded by the Tenant. She accepted that the sink unit had not been repaired.

7.7 No gas safety certificate.

Mrs Campbell explained that the gas safety check had been carried out last year and the gas safety certificate would be produced.

7.8 No electrical safety certificate and the electric sockets are unsafe and the tenant has received electric shocks from them. The wiring is unsafe.

Ms Munro advised that the electrical consumer unit had been replaced last year.

7.9 Fireplace/ flue in living room is open and there are possible problems with carbon monoxide.

Ms Munro explained that as the gas pipe had been capped the potential carbon monoxide problem has been resolved.

7.10 The Light fittings are loose.

The parties made no further comments in relation to this item.

### **Issues to be determined**

8. The Tribunal considered the parties written and oral representations and condition of the Property viewed at the inspection and acknowledged that the issues to be determined by the Tribunal are:-

8.1 The Property is not wind and watertight and in all other respects reasonably fit for human habitation (Section 13(1)(a) of The Housing (Scotland) Act 2006).

Whether the dampness and condensation in the Property and the holes found in the Property results in the Property not being wind and watertight and in all other respects reasonably fit for human habitation.

8.2 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 proper working order (Section 13(1) (c) of The Housing (Scotland) Act 2006).

Regulation 36 of the Gas Safety (Installation and Use) Regulations 1988 requires landlords to have a Gas Safety Certificate carried out for all gas installations within their rental properties annually.

The Housing (Scotland) Act 2014 introduced the requirement for landlords to have an Electrical Installation Condition Report (EICR) carried out on all electrical installations, fixtures and fittings within their rental properties. All tenancies must have a valid EICR, a copy of which must be provided to the tenant. The EICR lasts for 5 years and must include Portable Appliance Tests (PAT) for all electrical appliances within the tenancy supplied by the landlords.

Therefore the Tribunal have to consider if valid Gas Safety Certificates, EICR and PAT certificates been provided. They must also consider if the fireplace is in a reasonable state of repair and proper working order.

8.3 The fixtures, fittings and appliances provided by the Landlord under the tenancy are not in a reasonable state of repair and proper working order (Section 13(1) (d) of The Housing (Scotland) Act 2006).

Whether the condition of the decoration of the Property and the condition of the windows, doors, kitchen cupboards, kitchen drawers and light fittings result in them not being in a reasonable state of repair and proper working order.

## **Decision**

9.1 The Property is not wind and watertight and in all other respects reasonably fit for human habitation (Section 13(1) (a) of The Housing (Scotland) Act 2006).

The Tribunal determine that:

- The hole in the plaster to the left (viewed from inside) of the window in the smaller front bedroom.
- The hole in the plaster around the electric socket in the kitchen.
- The hole in the bathroom below the window sill.
- The missing section of skirting between the doors to the Kitchen and third Bedroom.
- The windows throughout the Property which have loose neoprene seals

results in these items not being wind and water tight or reasonably fit for human habitation.

The Tribunal also determine that the condensation, dampness and mould found at the inspection results in the property not being wind and watertight. They do not consider the condensation present to be wholly due to the lifestyle of the Tenant but also to be due to other factors related to the Property condition and configuration along with previous works undertaken.

The property has been adjusted and adapted during its life. This has involved the blocking off of the former fireplace to allow the installation of a gas fire and its subsequent removal; and, the removal of the original external doors and windows and their replacement with modern UPVC framed items incorporating sealed double glazed units. The effect of this has been to make the property more air tight by the removal of fortuitous ventilation routes which previously existed. As part of the works to replace the windows veneered plywood linings have been provided internally. These tend to be cooler than the original plaster finishes and as a result more susceptible to water from the internal atmosphere condensing.

More recently the internal doors were dipped and stripped. The removal of paint increased the gaps between door and frame. This will allow warm moist air to migrate more easily throughout the property as described in the specialists report.

None of these were factors which the tenants could influence. The specialist report identified the need for additional ventilation and explained why a combination of mechanical and fixed ventilation was a better option. The specialists did not put forward any simple actions which the tenant could take which on their own would eliminate the condensation.

9.2 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 proper working order (Section 13(1) (c) of The Housing (Scotland) Act 2006).

The Tribunal determine that the Landlord had not provided the Tenant with a valid Gas Safety Certificate, EICR Report or a PAT test.

9.3 The fixtures, fittings and appliances provided by the Landlord under the tenancy are not in a reasonable state of repair and proper working order (Section 13(1) (d) of The Housing (Scotland) Act 2006).

The Tribunal determine that:

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- The internal doors which have catches missing resulting in them being unable to be closed properly are not in a reasonable state of repair and proper working order.
- The defective kitchen drawer unit, kitchen wall unit and kitchen sink unit are not in a reasonable state of repair and proper working order.
- The loose light fitting in the kitchen and the loose light switch in the bathroom are not in a reasonable state of repair and proper working order.

- The decoration throughout the property, whilst not being perfect, was in a reasonable state of repair.
- The front and back doors in the Property open and close properly and accordingly they are in a reasonable state of repair and proper working order.
- As the gas pipe to the fireplace in the living room had been capped there was no longer a carbon monoxide risk and it was in a reasonable state of repair.

10. The Tribunal accordingly determined that the Landlord had failed to comply with the duties imposed by Sections 13 (1)(a), 13(1)(c) and 13(1)(d) of the Act, as stated.

11. The Tribunal proceeded to make a Repairing Standard Enforcement Order as required by section 24(1).

12. The decision of the Tribunal was unanimous.

### **Appeal**

**13. 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.**

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 Taylor

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...Chairperson

13<sup>th</sup> March 2019

Housing and Property Chamber  
First-tier Tribunal for Scotland

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Property Address

28 Craigton Avenue  
Milgavie  
G62 7SX

Case Reference

FTS HPC 18 3495

Schedule of Photographs taken during the  
inspection by tribunal members on 28  
February 2019

13/3/19

J Taylor



1. General view of Front Elevation



2. Decor damage to door surround in Hall (Typical)



Property Address

28 Craighton Avenue  
Milgavie  
G62 7SX

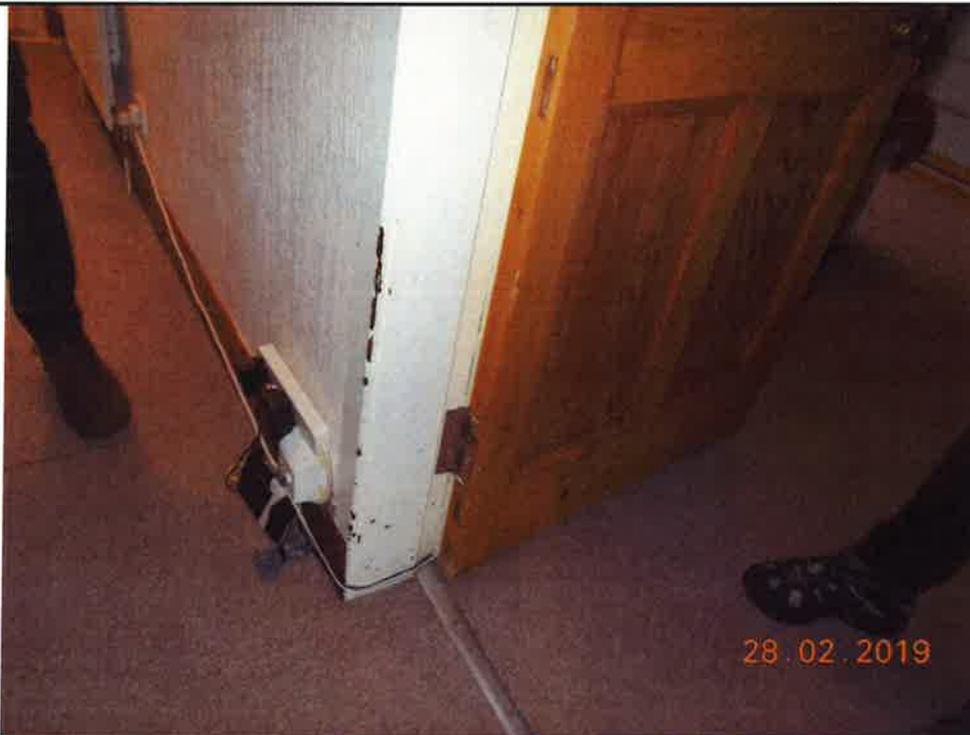
Case Reference

FTS HPC 18 3495

Schedule of Photographs taken during the  
inspection by tribunal members on 28  
February 2019



1. General view of Front Elevation



2. Decor damage to door surround in Hall (Typical)



3. Decor damage to door surround in Hall (Typical)



4. Decor damage to door surround in second Front Bedroom (right on entering)



5. Decor damage to door surround in second Front Bedroom (right on entering)



6. Patched decor in Kitchen



7. Decor to Kitchen ceiling



8. Stripped decor from tiles in Bathroom



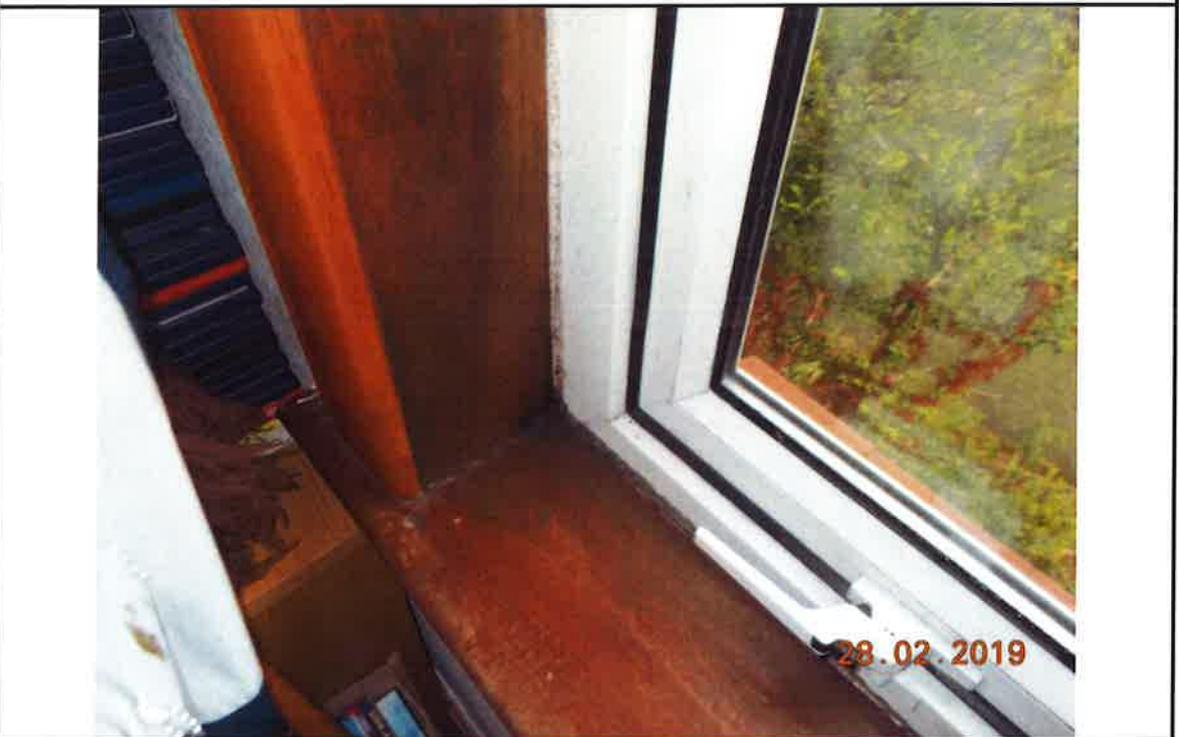
9. Patched plaster/decor at shower fixing in Bathroom



10. Damp/mould at window in main Front Bedroom (left on entering)



11. Damp/mould at window in main Front Bedroom (left on entering)



12. Damp/mould at window in other Front Bedroom (right on entering)



13. Damp/mould at window in Living Room



14. Damp/mould at window in Living Room



15. New extract fan fitted in Bathroom



16. Seal to opening section of window in main Front Bedroom (left on entering)



17. Seal to opening section of window in other Front Bedroom (right on entering)



18. Seal to opening section of window in Kitchen



19. Seal to opening section of window in Kitchen



20. Seal to opening section of window in Bathroom



21. Seal to opening section of window in Bathroom



22. Missing section of skirting board in Hall (hole in wall)



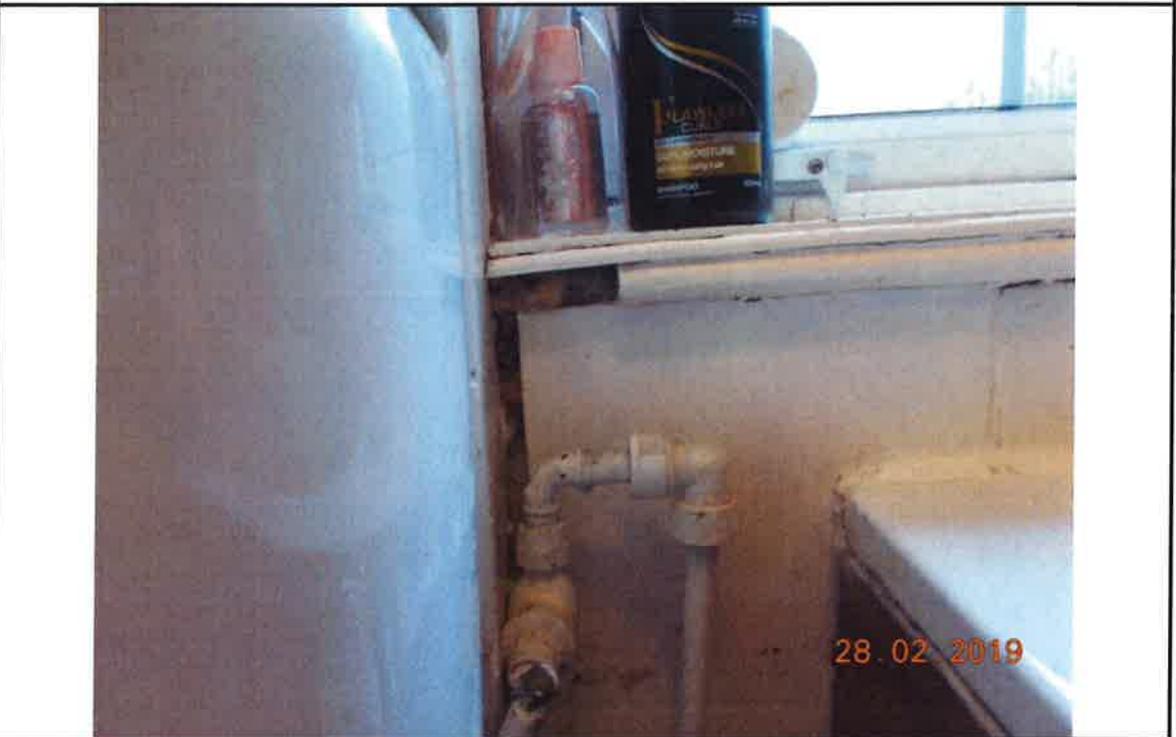
23. Hole in plaster work on inner surface of front wall in other Front Bedroom (right on entering)



24. Hole in plasterwork around electrical socket outlet in Kitchen



25. Hole in plaster work on inner surface of gable wall in Kitchen



26. Hole in wall below window in Bathroom



27. Door lock with missing catch in other Front Bedroom (typical)



28. Door lock with missing catch in Living Room (typical)



29. Door lock with missing catch in other Kitchen (typical)



30. Damaged timber surround to door to Bathroom



31. Damaged timber surround to door to Bathroom



32. Interior of kitchen wall units



33. Interior of kitchen drawer unit



34. Interior of kitchen sink base unit



35. Interior of kitchen sink base unit



36. Interior of kitchen sink base unit



37. Gap at side of electrical socket outlet in Kitchen



38. Loose light switch in Hall serving Bathroom light



39. Consumer Control Unit for electrics in cupboard off Hall



40. Blocked off fireplace



41. Loose light fitting in Kitchen



42. Carbon Monoxide detector and alarm