

# **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/17/0430**

**Title no: GLA191352**

**56 Whitacres Road, Glasgow, G53 7LJ ('The House')**

**The Parties:-**

**Gaurav Mishra ('the Landlord').**

**Central Letting Services, 737 Pollokshaws Road, Glasgow, G41 2AA ('The Landlords' representatives')**

**Shahzad Rana, 56 Whitacres Road, Glasgow, G53 7LJ ('the Tenant').**

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

#### **NOTICE TO** **Gaurav Mishra** **and**

**Central Letting Services, 737 Pollokshaws Road, Glasgow, G41 2AA**

Whereas in terms of their decision dated 28<sup>th</sup> April 2018, 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 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 and that the 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 to:-

1. Repair or replace the cracked floor tiles in the bathroom to render them in proper working order.

2. Repair the ensuite sink to ensure that it is securely attached to the wall.
3. Repair or replace the ensuite shower to improve the water pressure and to render it in proper working order.
4. Clean the stair, landing and bedroom carpets to remove the iron marks and stains and if cleaning is not successful to remove the said iron marks and stains the Landlord is required to replace the said carpets.
5. Repair or treat the dampness to the ceiling of the front double bedroom to remove the dampness and mould and render it watertight.
6. Repair or replace the dishwasher to render it in proper working order.
7. Repair or replace the rotten kitchen worktop to render it in proper working order.

The Tribunal order that these works must be carried out and completed by 31<sup>st</sup> July 2018.

**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.

Jacqueline Taylor

Signed.....

Chairperson

K Byrne

..... Date 28<sup>th</sup> April 2018

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Irvine

..witness: KEIRSTEN BYRNE, 65, High Street,

# **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/17/0430**

**Title no: GLA191352**

**56 Whitacres Road, Glasgow, G53 7LJ ('The House')**

**The Parties:-**

**Gaurav Mishra ('the Landlord').**

**Central Letting Services, 737 Pollokshaws Road, Glasgow, G41 2AA ('The Landlords' representatives')**

**Shahzad Rana, 56 Whitacres Road, Glasgow, G53 7LJ ('the Tenant').**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ('the Tribunal') comprising: Jacqui Taylor (Legal Member) and Mike Links (Ordinary 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 by Section 14 (1)(b) in relation to the House, determined that the Landlord has failed to comply with the duty imposed by Section 14 (1)(b) of the Act.**

### **Background**

- 1. The Tenant applied to the Tribunal 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 Act").**
- 2. The application stated that he considered that the Landlord has failed to comply with the duty to ensure that the House meets the repairing standard.**

**In particular the application stated:-**

- 1. Complete replacement of the floor tiles in the family bathroom was required.**
- 2. The bath taps need to be replaced as they are not working all of the time.**
- 3. The ensuite sink has come away from the wall.**
- 4. The ensuite shower pressure is slow.**

5. The carpets in the bedrooms, landings and stair are in a very bad condition and need to be replaced.
6. There is black mould on the ceiling of the master bedroom.
7. The dishwasher does not work.
8. The kitchen top has been affected by water damage.
9. The kitchen floor is not level.

3. The Tenant had notified the Landlord's agent of the works that he believed required to be carried out to ensure that the Property complies with the repairing standard by letter sent recorded delivery mail on 2<sup>nd</sup> February 2018.

4. The Convenor of the Tribunal, having considered the application, comprising documents received between 17<sup>th</sup> November 2017 and 6<sup>th</sup> February 2018, referred the application under Section 22 (1) of the Act to a Tribunal, in terms of Minute dated 13<sup>th</sup> February 2018.

5. On 19<sup>th</sup> March 2018 the President of The Tribunal served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon both the Tenant and the Landlord's agents.

6. The Tribunal attended at the Property on 26<sup>th</sup> April 2018. The Tenant was present at the inspection. The Landlord was not present at the inspection and was not represented.

The Property is a 2 storey detached villa which is approximately 13 years old.

The Tribunal inspected the alleged defects and found:-

6.1. Complete replacement of the floor tiles in the family bathroom was required.

A number of the ceramic floor tiles were cracked with the result that there were gaps between some of the tiles.

6.2. The bath taps need to be replaced as they are not working all of the time.

The Ordinary member of the Tribunal tested the bath taps at the inspection and found that they operated properly.

6.3. The ensuite sink has come away from the wall.

The ensuite sink had come away from the wall. It appeared that the raw plug fittings had come loose.

6.4. Ensuite shower pressure is slow.

The Ordinary member of the Tribunal turned on the shower in the ensuite and found that the water pressure was so low it would not have been possible to have a decent shower.

6.5. The carpets in the bedrooms, landings and stair are in a very bad condition and need to be replaced.

The carpets are generally worn and dirty. There were stains and burns to the stair carpet and bedroom carpet.

6.6. There is black mould on the ceiling of the master bedroom.

There was a strip of black mould approximately one meter long by 40 cm wide at ceiling level of the front double bedroom. It was noted that the trickle vents in the windows were open.

6.7. The dishwasher does not work.

The Tribunal members tried to turn on the dishwasher but when the start button was pressed the appliance did not operate. Also the integrated unit door that would front the dishwasher was missing.

6.8. The kitchen top has been affected by water damage.

The section of the kitchen worktop behind the sink was rotten. A section of plastic moulding had been fitted on top of the rotten section of the worktop.

6.9. The kitchen floor is not level.

A row of kitchen floor tiles had been removed and placed underneath the kitchen unit. The missing section of tiles had been replaced with hardboard but the hardboard was at a lower level than the surrounding floor tiles. Lino had been laid on the kitchen floor, on top of the floor tiles but there was a ridge where the hardboard sat next to the floor tiles resulting in the lino flooring being uneven.

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

8. Following the inspection of the Property the Tribunal held a hearing at The Glasgow Tribunals Centre, Room 1, 20 York Street, Glasgow, G2 8GT.

The Tenant and the Landlord's agent Akmal Yamin of Central Letting Services attended the hearing.

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

8.1. Complete replacement of the floor tiles in the family bathroom was required.

The Landlord's agent accepted that it was necessary for the tiles to be repaired.

8.2. The bath taps need to be replaced as they are not working all of the time.

The parties accepted that the taps were working at the inspection.

8.3. The ensuite sink has come away from the wall.

The Tenant explained that the ensuite sink had been replaced at the end of July 2017 and within 10 days it had come away from the wall.

The Landlord's agent explained that his contractor had reported that the sink had come away from the wall as a result of force being applied.

The Tenant explained that this was incorrect.

8.4. Ensuite shower pressure is slow.

The Landlord's agent explained that his engineer had inspected the Property on 19<sup>th</sup> March 2018 and had tested the shower. He had reported that the flow was low and the Landlord had been advised.

8.5. Carpets in the bedrooms, landings and stair are in a very bad condition and need to be replaced.

The Landlord's agent explained that the carpets are ten years old and they have a lifespan of twenty five years. They have been professionally cleaned twice. Before the Tenant moved in he was advised that the carpets would not be replaced.

8.6. There is black mould on the ceiling of the master bedroom.

The Landlord's agent explained that it is the Landlord's intention to investigate this further.

8.7. The dishwasher does not work.

The Landlord's agent explained that the Landlord has domestic appliance insurance. The repair has not been carried out as the Tenant missed the scheduled appointment for the repair. He confirmed that the job is open and the appointment for the repair to be carried out just needs to be rebooked.

8.8. The kitchen top has been affected by water damage.

The Landlord's agent confirmed that he was aware of the water damage that had been caused to the kitchen work top.

8.9. The kitchen floor is not level.

The Landlord's agent explained that the lino had been laid on top of the tiled kitchen floor before the tenancy commenced. As the Tenant wanted to take prompt entry to the Property there had not been time to properly repair the floor tiles and consequently the lino had been laid instead.

## **9. Summary of the issues**

The issues to be determined are:-

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).

Whether the mould at ceiling level in the front double bedroom results in the Property not being wind and water tight and in all other respects reasonably fit for human habitation.

9.2 Any 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 floor tiles in the family bathroom; the bath tap; the ensuite sink; the shower in the ensuite; the carpets; the dishwasher; the kitchen top affected by water damage and the kitchen floor are in a reasonable state of repair and proper working order.

## **10. Findings of fact and Decision**

10.1 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 determined that the presence of the black mould at ceiling level in the front double bedroom indicates that there is dampness in the Property and consequently the Property is NOT watertight and in all other respects is not reasonably fit for human habitation.

10.2 Any 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 determined that:

10.2.1 As the floor tiles in the family bathroom were broken they are NOT in a reasonable state of repair and proper working order.

10.2.2 As the bath tap was working properly at the inspection it IS in a reasonable state of repair and proper working order.

10.2.3 As the ensuite sink is not properly fitted and it is coming away from the wall and also as no definitive evidence was provided by the Landlord's agent that the defect had been caused by force the ensuite sink is NOT in a reasonable state of repair and proper working order.

10.2.4 As the shower in the ensuite does not have sufficient water pressure for a decent shower it is NOT in a reasonable state of repair and proper working order.

10.2.5 As the carpets in the bedrooms, landing and stairs are stained and burnt in places they are NOT in a reasonable state of repair and proper working order.

10.2.6 As the dishwasher does not work it is NOT in a reasonable state of repair and proper working order.

10.2.7 As the kitchen top affected by water damage is rotten and it is NOT in a reasonable state of repair and proper working order.

10.2.8 As the kitchen floor is slightly uneven, by a few millimetres this is not sufficient to be a tripping hazard and consequently it IS in a reasonable state of repair and proper working order.

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

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

13. The decision of the Tribunal was unanimous.

#### **Appeal**

**14. 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.

Jacqueline Taylor

..Chairperson

28<sup>th</sup> April 2018



# Housing and Property Chamber

## First-tier Tribunal for Scotland



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

### **PHOTOGRAPH SCHEDULE**

Jacqueline Taylor

**PROPERTY: 56 WHITACRES ROAD, GLASGOW G53 7LJ**

**REFERENCE: FTS/HPC/RP/17/0430**

**INSPECTION DATE: 26<sup>TH</sup> APRIL 2018**

**PHOTOGRAPHS: ALL PHOTOGRAPHS TAKEN ON DAY OF INSPECTION**



**FRONT ELEVATION**



**PLASTIC STRIP AT KITCHEN SINK**



**DECAY IN FRAME/WORKTOP  
AT KITCHEN SINK**



**UNEVEN FLOOR IN KITCHEN**



**DISHWASHER**



**CARPET ON STAIRWAY**



**CARPET ON LANDING**



**CARPET IN MASTER BEDROOM**



**CARPET IN MASTER BEDROOM**



**BATHROOM FLOOR TILES**



**BATHROOM TAPS**



**MOULD IN BATHROOM**



**WASH HAND BASIN IN EN-SUITE**



**WATER PRESSURE AT SHOWER**