

Housing and Property Chamber
First-tier Tribunal for Scotland



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

**REPAIRING STANDARD ENFORCEMENT ORDER: Housing (Scotland) Act
2006, Section 24(2)**

Chamber Ref: FTS/HPC/RP/19/0571

**Flat 1/1, 30 Bargarron Drive, Paisley, PA3 4LH (Title number REN 53013)
("The House")**

The Parties:-

**Leanne McShane, 30 Bargarron Drive, Paisley, PA3 4LH
("the Tenant")**

**Miss Fiona Brown, Shelter Scotland, Foundations First, 10 Falcon Crescent,
Paisley, PA3 1NS
("the Tenant's Representative")**

**G7 RSK Limited, a Company incorporated in Scotland (Company number
SC525834) and having its registered office at 25 Dalziel Drive, Glasgow, G41 4JA
("the Landlord")**

**NOTICE TO G7 RSK Limited
(the LANDLORD)**

**WHEREAS in terms of its decision dated 14 May 2019 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 that the Landlord has failed
to ensure that the House meets the repairing standard in the following respects:**

*"(a) the house is wind and water tight and in all other respects reasonably fit for
human habitation,*

(b) 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,
(c) the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water and in a reasonable state of repair and in proper working order.

the tribunal now requires the Landlord to carry out such work as is necessary for the purposes 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.

In particular, the tribunal requires the Landlord:

1. To carry out roof and or other building works to ensure that there is no water ingress or dampness in the House; and to produce to the tribunal the details of the work carried out.
2. To make good the decoration in the lounge and rear bedroom.
3. To produce to the tribunal an up to date gas safety certificate from a contractor registered with GasSAFE.

The tribunal orders that the works specified in this Order must be carried out and completed within 56 days from the date of service of this Notice.

Right of Appeal

A landlord, tenant or third party applicant aggrieved by the decision of the tribunal may seek permission to appeal from the First-tier Tribunal on a point of law only 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 an 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 two preceding page(s) are executed by Susanne L M Tanner, Queen's Counsel, Legal Member and chair of the tribunal
S Tanner

_____ Legal Member / Chair

signed on 16 May 2019 (date) at Edinburgh

before this witness:-

A Moffat

Witness

A Moffat

name in full

ASSOCIATES' LIBRARY,

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PARLIAMENT HOUSE, EDINBURGH

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



First-tier Tribunal for Scotland (Housing and Property Chamber) (“the tribunal”)

STATEMENT OF DECISION: Housing (Scotland) Act 2006, Section 24(1)

Chamber Ref: FTS/HPC/RP/19/0571

**Flat 1/1, 30 Bargarron Drive, Paisley, PA3 4LH (Title number REN 53013)
 (“The House”)**

The Parties:-

**Leanne McShane, 30 Bargarron Drive, Paisley, PA3 4LH
 (“the Tenant”)**

**Miss Fiona Brown, Shelter Scotland, Foundations First, 10 Falcon Crescent,
 Paisley, PA3 1NS
 (“the Tenant’s Representative”)**

**G7 RSK Limited, a Company incorporated in Scotland (Company number
 SC525834) and having their registered office at 25 Dalziel Drive, Glasgow, G41
 4JA
 (“the Landlord”)**

Tribunal members

Susanne L. M. Tanner Q.C., Legal Member and Chair

Nick Allan, Ordinary Member

DECISION

1. The First-tier Tribunal for Scotland (Housing and Property Chamber) ('the tribunal'), having made such enquiries as are 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 (hereinafter "the 2006 Act") in relation to the House, and taking account of the written documentation included with the Application and the parties' written and oral representations, determined that the Landlord has failed to comply with the duty imposed by section 14(1)(b) of the 2006 Act.
2. The tribunal proceeded to make a Repairing Standard Enforcement Order as required by section 24(2) of the 2006 Act.
3. The decision of the tribunal was unanimous.

1. The House

1.1. The House is a first floor flat. (See external and internal views in attached **Schedule of Photographs taken on 30.4.19**) with rooms as follows:

1.1.1. Internal: hall, three bedrooms, kitchen, lounge and bathroom;

1.1.2. External: common entrance and stair and common garden ground at rear.

2. Parties and parties' representatives

2.1. The Tenant making the application is as designed above. She lives in the House with her partner, Mr Carter and their children.

2.2. The Tenant's Representative is an advice worker from Shelter Scotland.

2.3. The Landlord is a limited company, as designed above and is shown on the Title Sheet for the House as the registered proprietor of the House since 19 October 2017.

2.4. The Landlord's Representative named on the application form is no longer acting for the Landlord as previously advised to the tribunal.

3. Procedural Background

- 3.1. On 22 February 2019, the Tenant made an Application to the tribunal in terms of Section 22(1) of the 2006 Act for a determination of whether the Landlord had failed to comply with the duty imposed by section 14(1)(b) of the 2006 Act.
- 3.2. The Application stated that the Tenant considered that the Landlord had failed to comply with the duty to ensure that the House meets the repairing standard and indicated the elements of the Repairing Standard she thinks the Landlord has not complied with (paragraphs (a) to (c) of Section 13(1) of the Act):
- (a) the House is wind and watertight and in all other respects reasonably fit for human habitation
 - (b) 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.
 - (c) 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.
- 3.3. In Section 8, the Tenant listed details of how she considers the Landlord has failed to meet the repairing standard:
- “Water ingress in roof space which has caused dampness in property.*
 - Missing brick and plasterwork outside front door*
 - No gas safety certificate.*
 - No electrical installation report.”*
- 3.4. The tenant stated in Section 9 that the nature of the work which needs to be done is:
- “Repair leaking roof, treat dampness and redecorate.*
 - Repair brick and plasterwork at front door.*
 - Obtain gas safety certificate.*
 - Obtain electrical installation report.”*
- 3.5. The Tenant attached to the Application:
- 3.5.1. An image of one page of a tenancy agreement (illegible) with handwriting stating tenancy term 08/09/2017 to 07/03/2018, then on a month to month basis thereafter;
 - 3.5.2. A copy of a letter from the Tenant's Representative to the Landlord dated 6 February 2019, notifying the Landlord of the four repairs issues listed in the Application;
 - 3.5.3. Royal Mail proof of delivery of the above letter;
 - 3.5.4. Daily Record newspaper article dated 28 January 2019.

4. Referral of Application

- 4.1. On 28 February 2019 the Application was referred to the tribunal for determination.
- 4.2. An inspection of the House and a hearing were fixed for 30 April 2019.
- 4.3. On 18 March 2019 the parties were advised of the referral of the Application and the date time and place of the inspection and hearing. Parties were advised that any written representations or a request to make oral representations must be made and returned to the tribunal's offices by 8 April 2019.

5. Parties' wishes to attend Hearing; Written Representations and Documents

- 5.1. On 20 March 2019 the former Landlord's Representative wrote to the tribunal to confirm that they were no longer acting for the Landlord.
- 5.2. On 1 April 2019 the Tenant's Representative confirmed that she wished to attend the hearing and she submitted written representations in which it was stated that the Landlord had asked the Tenant to withdraw the Application on the basis that the Landlord acknowledged that roof repairs were required and was intending to liaise with the other owners in regard to the same. The Tenant's Representative stated that she had advised the Tenant not to withdraw the Application.
- 5.3. On 8 April 2019, the Landlord sent an email to the tribunal's administration attaching a sheet confirming that the Landlord wished to attend a hearing and attaching written representations; copies of invoices dated 21 and 30 September 2018 from SF Roofing and 12 December 2018 from H&C All trades; and copy correspondence with William Holmes at Environmental Health, Renfrewshire Council.
- 5.4. On 16 April 2019 the Landlord sent an email to the tribunal's administration regarding further contact with William Holmes at Environmental Health.
- 5.5. On 16 April the Tenant's Representative sent an email stating that she had contacted Mr Holmes following receipt of the Landlord's submissions and had been advised that there had been no change in the position since 27 March 2019, namely that Mr Holmes had advised that the Landlord that he would write to the other owners to state that a common repair to the roof was necessary but that no statutory notices would be served as the dampness in the House was not bad enough. The Tenant's Representative also stated that it was

acknowledged that the Landlord had carried out some roof repairs but that these had not resolved the problem.

5.6. On 30 April 2019 the tribunal wrote to the Tenant's Representative requesting a legible copy of the lease. No copy lease was provided prior to the inspection and hearing.

6. Summary of the Issue to be determined by the tribunal

6.1. The issue to be determined is whether the House meets the repairing standard as specified in section 13 of the 2006 Act and whether the Landlord has complied with the duty imposed by section 14(1)(b) of the 2006 Act.

6.2. All repairs listed in the Application form by the Tenant had been notified to the Landlord by the Tenant's representative.

7. Inspection of the House – 30 April 2019 at 10.00h

7.1. The tribunal members inspected the House on 30 April 2019.

7.2. The Tenant was not present at the inspection.

7.3. The Tenant's partner, Mr Carter, was present at the inspection.

7.4. Ms Fiona Watson, Shelter, the Tenant's Representative was present at the inspection.

7.5. The Landlord did not attend the inspection.

7.6. The tribunal confined its inspection on 30 April 2019 to the repairs issues detailed within the Application and made other observations as necessary.

7.7. Photographs were taken at the inspection, and a **Schedule of Photographs** is appended to and forms part of this Decision.

7.8. The weather at the time of the inspection was dry and overcast.

7.9. The inspection revealed the following with reference to each of the Tenant's complaints in the Application:

7.10. (1) Water ingress in roof space which has caused dampness in property.

7.11. The Tenant's Representative advised that a common repair was required to roof but no statutory notice had been placed on the House. She stated that somebody called Bobby Singh seems to be acting for the Landlord. She had not heard the name "Tanu" which was on correspondence submitted to the tribunal. The Tenant does not know who he is. At the start of the tenancy there was a lettings agency, R and J Letting.

7.12. Mr Carter stated that there had been water ingress in two rooms, the lounge and the rear bedroom and that there was still water ingress in the lounge. Mr Carter stated that before Christmas there had been water ingress affecting an area of wall section to the left of the lounge window, before the roof works were done. He stated that the last roof repairs were done before Christmas when Bobby from the Landlord had sent two contractors. He stated that there was still a problem. He advised that somebody instructed by the Landlord had attended two days ago and had washed and painted an area of the lounge wall and ceiling; and an area in the rear bedroom.

7.13. Mr Carter produced some photographs said to have been taken before the treatment had been carried out two days previously.

7.14. The tribunal inspected the lounge. On inspection with the use of a damp meter (radio wave meter), below-surface readings were obtained from an area of the wall to the left hand side of the window from the ceiling down to the socket with the meter producing damp readings of 20% moisture, which were beyond normal and would give cause for concern. There was evidence of plasterwork bubbling or flaking and some staining. It appeared that the area had been painted but there was evidence of dampness below the surface to produce the high damp reading. The reading suggested persistent dampness in the left hand corner of the lounge.

7.15. The tribunal also observed an area around the bay window which appeared to have been very recently decorated. There was evidence of staining from a water ingress problem. With the exception of the area of dampness described in 15.14 above, no further damp readings were obtained from around the bay window.

7.16. The tribunal inspected the rear bedroom. Mr Carter advised that it had also been washed and painted two days ago. As far as he was aware there had been no roof work done at the rear of the House.

7.17. The tribunal inspected the rear bedroom with the use of a digital damp meter. On inspection, there was historic evidence of dampness but nothing apparent was registering on the meter in so far as the tribunal could access and test the full area. There did not appear to be any damp issue as at the date of the inspection.

7.18. On external observation the condition of the chimney breast above the living room was noted to be poor. There is cracking to the roughcast. The chimney pots are not weatherproofed. It would suggest that the brickwork below the roughcast is saturated.

7.19. (2) "Missing brick and plasterwork outside front door"

7.20. On inspection in the common hallway at first floor level, the tribunal observed that there is cracking above the front door into the House, around the frame.

7.21. Mr Carter stated that repairs were carried out above the external door frame four weeks ago.

7.22. On inspection there was no dampness around the front door. It was clear that there had been a repair.

7.23. Inside in the hallway immediately inside the door the tribunal observed mould or historic mould above the door and on the ceiling. The wall was completely dry to touch. On testing with a digital damp meter the readings did not show any dampness at the time of the inspection. The tribunal observed that the mould on the internal wall might be the result of cold air and condensation in the corner and there was no obvious fault on the part of the Tenant.

7.24. (3) "No gas safety certificate"

7.25. The gas boiler is in a kitchen cupboard. Mr Carter stated that the Landlord had not provided a copy of a gas safety certificate.

7.26. No gas safety certificate was exhibited to the tribunal.

7.27. On inspection, the tribunal observed that there is an operational freestanding CO detector in kitchen.

7.28. (4) "No electrical installation report."

7.29. Mr Carter stated that the Landlord had not provided a copy of an EICR.

7.30. No EICR was exhibited to the tribunal.

7.31. On inspection, the tribunal located the fuse board in the hall and noted that the fuse board was last checked in 2018.

7.32. Observations

7.33. During the inspection, the tribunal observed that the smoke alarms in the lounge and kitchen are operational within the rooms in which they are situated but they are not interlinked and neither rings when the alarm in the hall is tested. The tribunal further observed that the kitchen detector appears to be in a location which may not be fully compatible with current Scottish Government guidance.

8. The Hearing – 30 April 2019 at 11.30h

8.1. The hearing took place at Glasgow Tribunals Centre, 20 York Street, Glasgow, on the same day as the inspection.

8.2. The Tenant and her partner Mr Carter were not present at the hearing.

8.3. Ms Fiona Watson, Shelter, the Tenant's Representative was present at the hearing.

8.4. Mr Singh from the Landlord company attended the hearing. He advised that the former Landlord's Representative, R&J Properties, was no longer acting for the Landlord.

8.5. Parties' oral submissions

8.6. The tribunal heard submissions from the parties present in relation to the four repairs issues complained about in the Application.

8.7. (1) Water ingress in roof space which has caused dampness in property.

8.8. Mr Singh stated that the Landlord company had previously instructed roofers to attend. The Landlord's understanding initially was that there was an issue with the lead works causing a leak at the chimney breasts. He stated that as far as the Landlord was concerned, it was repaired after the last roofer attend in December. He stated that the Landlord had no other information at that time to suggest that there was still an issue. He stated that the Landlord found out that there was still dampness in the House on 26 January 2019, as a result of either an email, phone call or a text from the tenant.

8.9. Mr Singh stated that he is the contact person at the Landlord. He stated that he had found the Tenant initially and had arranged for R&J Lettings to set up the tenancy agreement and manage the tenancy. Mr Singh stated that he thought that it was approximately September 2017. The tenancy was only in the name of Miss McShane as Mr Carter did not have identification. There was originally a Short Assured Tenancy ("SAT") between G7 RSK Limited and Ms McShane, prepared by R&J Properties. Mr Singh stated that, previously, the Tenant had wanted to move out of the House and that she had told the Landlord that she was looking for "notices to quit" to leave the House. Mr Singh stated that when he had spoken face to face with the Tenant she had been very frank and had stated that she wanted another place to stay as she was not happy with the neighbours. Mr Singh stated that the Tenant had appeared to be under the impression that that would be a way out of the tenancy for her to prove that she is living in substandard conditions. Mr Singh stated that the Landlord had served "notices to quit" but that the Tenant had continued to reside in the House. He stated that the repairs issue were first notified to the Landlord on 26 January 2019. Mr Singh stated that R&J Properties stopped acting for the Landlord. He further stated that because the Landlord could not obtain a copy of the SAT tenancy from R&J properties after they ceased acting for the Landlord, the Landlord entered into a new agreement with the Tenant from 1 March 2019. A copy of a tenancy agreement dated 1 March 2019 was produced to the tribunal. It is not a model Private Residential Tenancy ("PRT") but appears to be a PRT tenancy agreement with a start date of 1 March 2019.

8.10. In relation to the roof works, Mr Singh advised that the Landlord had instructed work to the roof in September and December 2018. R&J had told the Landlord that roof works were required. R&J stopped acting for the Landlord in January 2019 after the Tenant went to the Daily Record newspaper with a story about the leaks. R&J were apparently scared of being mentioned and gave notice to the Landlord that they did not want to represent the Landlord any more. Mr Singh stated that the roof works which have been carried out have been instructed by the Landlord. The other owners have been sent letters

by the company saying that roof works are proposed. William Holmes at Environmental Health is aware of the issues.

- 8.11. The tribunal asked Mr Singh whether any of the roofers have produced a report. Mr Singh stated that ADM have given the Landlord a letter which makes proposals for works which are recommended but not necessary. Mr Singh did not have a copy of the letter with him but said that he could produce it to the tribunal. Mr Singh described the works as improvements rather than maintenance. The recommendations include putting vents in the roof and windows and covering the flat roof area with lead in bay window area. There are no works proposed to chimney stack.
- 8.12. Mr Singh stated that he has not actually instructed the works. He stated that William Holmes had told the Landlord not to get any of the recommended works done because the Environmental Health cannot force the other owners to pay their share.
- 8.13. Ms Brown intervened at this point and stated that she has been advised that no notices are going to be served and that no enforcement action will be taken by the local authority. Mr Holmes had told her that Environmental Health did not feel that the building is in a bad enough condition to make any such orders.
- 8.14. The Tribunal chair advised Mr Singh and Ms Brown that the issue of whether or not the local authority decides to place notices on a property is a different issue the landlord's obligation to the tenant in terms of the repairing standard.
- 8.15. Ms Brown queried whether any of the roofers instructed by the Landlord had actually identified where the water was coming from.
- 8.16. Mr Singh stated that the first roofer said that the water was coming from the cracking in the lead on the chimney breast. The contractor repaired that in September. That is when the corner of the lounge (internally) was really badly affected, back in September 2018. As far as the Landlord was concerned the December repair was tiles, some missing and some out of place. Mr Singh repeated that the Landlord did not know until the end of January 2019 that there was a continuing problem internally. He stated that R&J should have been dealing with this. Mr Singh stated that if there is still an issue then the Landlord is not shy of spending money to get repairs done. He stated that repairs have always been done. The Landlord paid for a job and expected it to be done. It is not that the Landlord is avoiding doing repairs.

8.17. In relation to removal of the areas of staining and the décor in the lounge and rear bedroom, Mr Singh stated that the areas had been chemically cleaned and sealed with a solvent based cleaner two days ago. Mr Singh stated that he had offered to decorate the areas and the Tenant had asked for it to be left for her to decorate herself.

8.18. Ms Brown stated that she did not know if that was correct and would need to ask the Tenant for her view on redecoration.

8.19. Mr Singh stated that he was going to get another roofing company to inspect the roof and make recommendations. The ordinary member observed that the House would benefit greatly from getting the gutters cleaned out as they appear to be blocked at the front and possibly at the back and may backfill as a result. It does not appear that any of the roofing contractors have mentioned it although the tribunal has not seen the most recent recommendations.

8.20. (2) “Missing brick and plasterwork outside front door”

8.21. Mr Singh stated that that work was carried out the day after the new lease began on 1 March 2019 because the Tenant “did a U turn”, from saying that she did not want to stay in the House to saying that she really wanted to stay there. Mr Singh further stated that no rent has been paid by the Tenant since the middle of January 2019, since R&J stopped acting. Mr Singh stated that the Landlord got a letter from the council saying that the rent payments would be massively reduced.

8.22. Ms Brown stated that the Tenant’s Housing Benefit was suspended. The Tenant needs a landlord’s declaration to provide it to the Council. Ms Brown stated that the benefits claim is back up and running.

8.23. The tribunal Chair stated that the issues of non-payment of rent and benefits were separate from the question of the Landlord’s repairing standard obligations.

8.24. (3) “No Gas Safety Certificate”

8.25. Mr Singh stated that the Gas Safety Certificate had been carried out and given to the Tenant. He stated that this had been carried out in November 2018, on the instructions of R&J Letting.

8.26. A Gas Safety Record was produced dated 7 September 2017 from CLC Maintenance. However, the certificate had expired.

8.27. A PDF image of an email to G7 RSK dated 24 March with an image entitled Domestic/Landlord Gas Safety Record was produced. However, it was not a complete Gas Safety Certificate. The contract was A&W Plumbing and Heating Limited. The tribunal confirmed that the company is registered with Gas Safe. However, there is no date on the certificate nor is it complete.

8.28. Mr Singh stated that he could produce an up to date Gas Safety Certificate to the tribunal by email after the hearing.

8.29. (4) "No Electrical Installation Condition Report"

8.30. Mr Singh advised that the company which carried out the EICR was AA Electrical Services, 5 Calder Park Road, Glasgow, G71 7RG. The Contractor is Gary Caldwell. Registration number 191178.

8.31. Mr Singh stated that he could produce a copy of the EICR to the tribunal by email after the hearing.

8.32. Observations regarding smoke alarms

8.33. Mr Singh noted the tribunal's observations in relation to the fact that the alarms were not interlinked and the location of the kitchen alarm and stated that he would instruct the electrical company to attend and repair / replace the alarms as necessary.

9. Discussions at end of hearing

9.1. Mr Singh confirmed that he would email the tribunal's administration with copy gas and electrical certificates.

9.2. The tribunal Chair advised parties of the procedure following the hearing with regard to the issuing of a decision (and, if applicable, an RSEO).

9.3. Mr Singh enquired what should be done in the event that repair works are carried out before the decision is issued. The tribunal Chair stated that any updates could be submitted to the tribunal's administration.

9.4. Parties did not have any further submissions or questions. The hearing adjourned.

10. Documents submitted after the hearing

10.1. On 30 April 2019 the Landlord sent written representations requesting a further period of four week to instruct a contractor to apply sealant to the chimney breasts. The Landlord produced a copy of a report dated 4 April 2019 from ADM. The Landlord submitted photographs of the pages of an EICR by Gary O'Rourke, electrician at AA Electrical Services dated 9 October 2017 which showed that the installation was considered to be satisfactory.

10.2. The Landlord did not submit a full copy of the Gas Safety Certificate.

10.3. On 7 May 2019 the Tenant's Representative sent an email to the tribunal stating that having considered the Landlord's submissions at the hearing about redecoration, the Tenant would prefer the Landlord to redecorate the rooms affected my mould and damp growth than to decorate herself.

11. The tribunal made the following findings-in-fact:

- a. The Landlord is the owner of the House.
- b. A Short Assured Tenancy was previously entered into between the Landlord and the Tenant, with an initial tenancy term from 8 September 2017 to 7 March 2018 which continued on a monthly basis thereafter.
- c. The Tenant took possession of the House on or about 8 September 2017.
- d. R&J Lettings managed the tenancy on behalf of the Landlord until in or about January 2019.
- e. The Landlord has managed the tenancy since in or about January 2019.
- f. The Short Assured Tenancy between the parties came to an end by agreement when parties entered into a Private Residential Tenancy agreement dated 1 March 2019, with a date of entry of 1 March 2019.
- g. The Landlord has been notified on 6 February 2019 of all the repairs issues that are listed by the Tenant the Application.

- h. There is an area of dampness on the wall in the lounge in an area to the left hand side of the window.
- i. The internal décor in the lounge and rear bedroom have been damaged as a result of dampness the House.
- j. There is no missing brick and plasterwork outside the front door.
- k. No current gas safety certificate by a Gas Safe registered contractor has been exhibited to the tribunal.
- l. There is an electrical installation condition report from a competent electrician which confirms that the installations in the House for the supply of electricity are in a satisfactory state of repair and proper working order.

12. Discussion regarding the items in the Application and the repairing standard, paragraphs (1)(a) to (c)

12.1. (1) "Water ingress in roof space which has caused dampness in property."

- 12.1.1. The tribunal accepted the Tenant's partner's evidence that there is water ingress to the House which has caused damage internally in three areas, two in the lounge and one in the rear bedroom.
- 12.1.2. There is an area in the lounge to the left hand side of the window which is damp on inspection with a damp meter. The source of the water ingress has not been identified by the Landlord or any of the three contractors instructed by the Landlord.
- 12.1.3. The other two areas, above the window in the lounge and in the rear bedroom, show signs of treatment suggestive of a previous issue but neither issue was damp on inspection with a damp meter.
- 12.1.4. Although evidence was produced by the Landlord of some roof repairs being carried out in September and December 2018, these have not fully rectified the problem.
- 12.1.5. The Landlord's post-hearing correspondence suggested that some treatment of the chimney breasts was proposed but no report has been produced from a roofing contractor identifying this as the

source of the water ingress. The Report of ADM dated 4 April 2019 pre-dates the tribunal hearing.

12.1.6. The tribunal was satisfied on the balance of probabilities that the house is not wind and watertight and in all other respects reasonably fit for human habitation and does not meet the repairing standard, as required by section 13(1)(a); and that the structure and exterior of the House are not in a reasonable state of repair and in proper working order, and do not meet the repairing standard, as required by section 13(1)(b).

12.2. (2) "Missing brick and plasterwork outside front door"

12.2.1. The tribunal was satisfied that repair work was carried out to rectify the cracking in the weeks prior to the hearing. There is no evidence of dampness internally as a result of the previous area of missing brick and plasterwork.

12.2.2. The tribunal was satisfied on the balance of probabilities that in respect of this complaint, the structure and exterior of the House are in a reasonable state of repair and in proper working order and comply with the repairing standard, Section 13(1)(b). However, the tribunal decided as noted above that the house does not meet the repairing standard Section 13(1)(b) for a different reason.

12.3. (3) "No gas safety certificate."

12.3.1. The Landlord has not, to date, produced a full copy of an up to date gas safety certificate from a Gas Safe registered engineer.

12.3.2. The first certificate produced expired in November 2018. The email image produced was incomplete as it only shows some of the certificate and there is no date or details on the part of the image which can be seen.

12.3.3. Until an up to date certificate is exhibited and checked by the tribunal, there is no evidence that the installations in the House for the supply of gas are in a reasonable state of repair and proper working order.

12.3.4. The tribunal was satisfied on the balance of probabilities that the installations in the house for the supply of gas were not in

a reasonable state of repair and in proper working order and the House fails to meet the repairing standard paragraph 1(c).

12.4. (4) “No electrical installation report.”

12.4.1. The Landlord has produced an up to date report showing that the electrical installation in the House is satisfactory.

12.4.2. The tribunal was satisfied on the balance of probabilities that the installations in the House for the supply of electricity were in a reasonable state of repair and proper working order and there had not been a failure to comply with the repairing standard, paragraph (1)(c).

13. Repairing Standard Enforcement Order (RSEO)

13.1. Because the tribunal determined that the Landlord has failed to comply with the duty imposed by Section 14(1)(b) of the 2006 Act in respect of the items listed, it must require the Landlord to carry out the works necessary for meeting the repairing standard and has therefore made a Repairing Standard Enforcement Order (“RSEO”) in terms of Section 24(2) of the 2006 Act.

13.2. Having decided to make a RSEO, the tribunal considered the length of time which should be provided for compliance. The tribunal elected to impose a period of 56 days having regard to the likely length of time to instruct a contractor to inspect and carry out roof and/or building works and to exhibit or instruct a gas safety certificate.

14. Right of Appeal

14.1. A landlord, tenant or third party applicant aggrieved by the decision of the tribunal may seek permission to appeal from the First-tier Tribunal on a point of law only within 30 days of the date the decision was sent to them.

15. Effect of section 63

15.1. Where such an appeal is made, the effect of the decision and of the order is suspended until the appeal is abandoned or finally determined, and

where the appeal is abandoned or finally determined by confirming the decision, the decision and the order will be treated as having effect from the day on which the appeal is abandoned or so determined.

S Tanner

Signed Susanne L M Tanner, Queen's Counsel
Legal Member / Chair of the tribunal

Date 16 May 2019

Housing and Property Chamber
First-tier Tribunal for Scotland



This is the Schedule of Photographs
referred to in the foregoing Decision of
the tribunal FTS/HPC/RP/19/0571 dated 16 May 2019
S Tanner

..... Signed

SUSANNE L. M. TANNER J.C. Name

16 May 2019 Date

**Schedule of Photographs
30 Bargarron Drive, Paisley, PA3 4LH**

Case Reference:	FTS/HPC/RP/19/0571
Date of inspection:	30/04/2019
Time of inspection:	10.00 am
Weather conditions:	Dry and overcast
Present:	Susanne Tanner – Legal Member Nick Allan – Ordinary Member Mr Carter – Tenant’s Partner Fiona Brown – Tenant’s Representative



Photo 1 - Front elevation



Photo 2 - Dampness in Living Room



Photo 3 - Dampness in Living Room



Photo 4 - Evidence of former water ingress



Photo 5 - Partly redecorated finish



Photo 6 - Repair to flat entrance door



Photo 7 - Probable condensation mould



Photo 8 - Blocked gutters on rear elevation



Photo 9 - Chimney head in poor order



Photo 10 -Lead flashing detail on C/Head



Photo 11 - Missing glass on stairwell



Photo 12 - Living room smoke detector



Photo 13 - Hallway smoke detector



Photo 14 - Kitchen heat sensor



Photo 15 - Carbon monoxide detector

Nick Allan – Ordinary Member
First-tier Tribunal
Housing and Property Chamber – 30th April 2019