

# **Housing and Property Chamber**

## **First-tier Tribunal for Scotland**

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

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

**Chamber Ref: FTS/HPC/RP/18/0898**

**Flat 3/1, 337 Wellshot Road, Glasgow, G32 7QW  
TITLE number GLA15179  
("The House")**

### **The Parties:-**

**Mr David Wright, 14 Glebe Wynd, Bothwell c/o 24/7 Property Letting, 1257  
Shettleston Road, Glasgow, G32 7NG  
("the Landlord")**

**represented by**

**Mark Breen, 24/7 Property Letting, 1257 Shettleston Road, Glasgow, G32 7MG  
("the Landlord's Representative")**

### **Tribunal members**

**Susanne L M Tanner Q.C. (Legal Member)  
Andrew Taylor (Ordinary Member)**

### **NOTICE TO Mr David Wright (the LANDLORD)**

**WHEREAS in terms of its decision dated 4 August 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 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. ..”*

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 repair or replace the windows in the rear bedroom and bathroom so that they are capable of opening and closing and they are wind and watertight.
2. To repair or replace the broken double glazing unit to the right hand casement of the living room window.
3. To seal off the openings around the pipework in the ceilings in the hall cupboard and the front bedroom.

The tribunal orders that the works specified in this Order must be carried out and completed within 30 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 chairperson of the tribunal at Edinburgh  
S Tanner

\_\_\_\_\_  
Chairperson

signed on 4 August 2018 (date) at Edinburgh

before this witness:-

Y McDougall

\_\_\_\_\_  
Witness

YVONNE McDOUGALL name in full

6 RATTRAY WAY Address

EDINBURGH

EH10 5TU

# **Housing and Property Chamber**

## **First-tier Tribunal for Scotland**

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**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/18/0898**

**Flat 3/1, 337 Wellshot Road, Glasgow, G32 7QW  
TITLE number GLA15179  
 (“The House”)**

**The Parties:-**

**Mr David Wright, 14 Glebe Wynd, Bothwell c/o 24/7 Property Letting, 1257 Shettleston Road, Glasgow, G32 7NG  
 (“the Landlord”)**

**represented by**

**Mark Breen, 24/7 Property Letting, 1257 Shettleston Road, Glasgow, G32 7MG  
 (“the Landlord’s Representative”)**

**Tribunal members**

**Susanne L M Tanner Q.C. (Legal Member)  
Andrew Taylor (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.

### **The House**

4. The House is the subjects at Flat 3/1, 337 Wellshot Road, Glasgow, G32 7QW, as more particularly described in Land Register Title number GLA15179.
5. The House is a top (third) floor flat with a living room with kitchen off, a bedroom to the front, a rear bedroom, a bathroom, and a hall cupboard. (See external and internal views in attached **Schedule of photographs**).

### **Parties and parties' representatives**

6. The former tenant, Angela Paterson, is no longer a party to the Application. The tenancy of the House terminated on 25 May 2018. On 26 June 2018 the tribunal decided to continue its determination of the Application. Reference is made to the tribunal's decision of the same date which is referred to further, below.
7. The Landlord is as designed above. The Landlord has engaged the Landlord's Representative to manage the tenancy of the House.

### **The Tenancy**

8. The former tenant of the House had a tenancy from 24 November 2017 until its termination on 25 May 2018.

### **Procedural Background**

9. On 17 April 2018 the former tenant's representative made an Application on her behalf to the tribunal for a determination of whether the Landlord had failed to comply with the duty imposed by section 14(1)(b) of the 2006 Act.
10. The Application stated that the former tenant considered that the Landlord had failed to comply with the duty to ensure that the House meets the repairing standard, with reference to Section 13(1)(a) to (d) of the 2006 Act. In Section 8, she stated "*please see attached letter to landlord and paper apart*". In Section 9,

she listed the details of the work needed as *"Please see architect's report and paper apart"*.

11. The former tenant's representative attached to the Application:

- 11.1. A paper apart specifying the details of the complaints;
- 11.2. A letter dated 26 February 2018 notifying the Landlord c/o the Landlord's Representative of the alleged failures to meet the repairing standard;
- 11.3. An email response from the Landlord's Representative to the former tenant's representative, dated 5 March 2018;
- 11.4. A letter from the former tenant's representative to the Landlord's Representative dated 3 April 2018, enclosing an architect's report;
- 11.5. Report by Professor Tim Sharpe, Architect, dated 20 March 2018, with Schedule of photographs.

12. The repairs issues notified to the Landlord / Landlord's Representative and included in the Application (by reference to the paper apart and incorporation of the said notification letter) can be summarised as follows:

- 12.1. "Items left in the kitchen not removed
- 12.2. Window in bedroom is single glazing and also cracked, which has been held together with tape;
- 12.3. Windows in front room are double glazed but in extremely poor condition, letting water and wind into the House;
- 12.4. One of the front windows is screwed shut in contravention of fire and safety regulations;
- 12.5. The living room wall has been soaked with rain water from the window and is now damp.
- 12.6. The property is in general damp and hard to heat, with [the tenant] requiring to keep her heating on at all times;
- 12.7. Bathroom window has gaps round it and is extremely draughty;
- 12.8. The flue pipe from a previous boiler in the hall cupboard has been left open, and causes drafts and rainwater to enter the House;
- 12.9. The kitchen worktops slide right off in contravention of health and safety regulations;
- 12.10. There is a hole in the ceiling above the boiler in the bedroom;
- 12.11. The House was extremely dirty and in poor condition when [the tenant] entered and she found a needle in a cupboard (photograph provided)
- 12.12. There are severe cracks in the ceiling at the House and she is concerned that asbestos may be released into the House."

13. Within his report, Professor Sharpe suggested a number of measures which, in his opinion, could be undertaken at the House to bring the dwelling up to a

reasonable standard. Said suggested measures included improvements as well as repairs.

14. The tenancy agreement was not attached to the Application. On 19 April 2018 the tribunal's administration wrote to the former tenant's representative asking her to provide a copy of the same or to provide as much detail as possible about the history of the tenancy, by 3 May 2018. Nothing was provided by 3 May and a further request was sent on 4 May 2018 requesting provision of the agreement / information by 11 May. On 9 May the former tenant's representative replied to state that she did not hold a copy of the tenancy agreement. She advised that the Landlord's Representative should have a copy of the tenancy agreement. She advised that the former tenant moved in on 24 November 2017 for a period of 6 months and that rent was set at £450 per calendar month.
15. On 15 May 2018 the Application, comprising documents received between 19 April and 15 May 2018 was referred to the tribunal for determination. An inspection of the House and a hearing were fixed for 23 July 2018. 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 9 July 2018.

#### **Decision to continue determination of Application following termination of tenancy**

16. On 21 May 2018 the former tenant's representative advised the tribunal that the tenancy would terminate on 25 May 2018.
17. After 25 May 2018, the former tenant was treated as having withdrawn the Application, under Schedule 2, Paragraph 7(1) of the 2006 Act.
18. The tribunal then considered whether it should continue determination of the Application or whether it should abandon its consideration of the Application, in terms of Schedule 2, paragraph 7(3) of the 2006 Act.
19. On 26 June 2018 the tribunal issued its decision to continue determination of the Application in terms of Schedule 2, paragraph 7 of the 2006 Act, for the reasons stated therein.
20. The former tenant and former tenant's representative are no longer parties to proceedings.
21. The Landlord and Landlord's Representative were advised that the inspection and hearing fixed for 23 July 2018 at 10.00am and 11.30am, respectively, would proceed and that access would require to be given to the tribunal.

### **Parties' wishes to attend Hearing and Written Representations**

22. The Landlord and Landlord's Representative did not confirm whether they wished to attend the hearing or to submit written representations.
23. The tribunal's administration contacted the Landlord's Representative prior to the inspection date and he confirmed that he would attend to give access to the tribunal.

### **Summary of the Issue to be determined by the tribunal**

24. 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.

### **Inspection and Photographs - 23 July 2018 at 10.00am**

25. The tribunal inspected the House on 23 July 2018. The Landlord was not present. The Landlord's Representative was present and provided access. The tribunal proceeded with the inspection, in the presence of the Landlord's Representative.
26. The tribunal confined its inspection on 23 July 2018 to the repairs issues detailed within the notification to the Landlord's Representative, as incorporated by reference into the Application.
27. Photographs were taken at the inspection, and a **Schedule of Photographs** is appended to and forms part of this Decision.
28. The weather at the time of the inspection was dry, warm and overcast
29. **Schedule of Photographs, number 1** shows a view of the external front elevation of the building in which the House is situated. **Photograph number 2** shows the close entrance. **Photograph number 3** shows a view of the rear elevation. The House is a top (third) floor property.
30. The inspection revealed the following with reference to each of the Tenant's complaints:



**30.1. "Items left in the kitchen not removed"**

30.1.1. The House was empty, unfurnished and unoccupied at the time of the inspection. On inspection there were no items which had obviously been left in the kitchen. The Landlord's Representative advised the tribunal that this was a historical issue relating to an issue at the start of the tenancy.

**30.2. "Window in bedroom is single glazing and also cracked, which has been held together with tape"**

30.2.1. On inspection, the window in the rear bedroom was noted to have a timber frame with a single glazed pane. The glass pane was cracked and a sheet of clear taping had been affixed to hold it together. The window was difficult to open but it did open. The window itself was not a very good fit. There were gaps around it. Draught proofing strips had been affixed but were falling off and were ineffectual. It would be possible for water and wind to enter the House.

30.2.2. See **Schedule of Photographs, numbers 3 and 4** (external views), **5 and 6** (internal views).

**30.3. "Windows in front room are double glazed but in extremely poor condition, letting water and wind into the House"**

30.3.1. It was unclear whether this aspect of the Application related to the living room or the front bedroom. The tribunal inspected the windows in both front rooms.

30.3.2. On inspection of the front bedroom window, it was noted to be a uPVC frame. It opened and closed reasonably well and was a reasonable fit. There was no obvious water ingress or there were no obvious draughts.

30.3.3. On inspection of the living room window, it was noted to be a uPVC framed in three sections, each section comprising an opening casement and a deadlight. On the right hand section the casement double glazing unit external pane was missing. There was a screw hole at the foot of the middle section of the frame but there was no screw present. The handle in middle window did not go all the way down and could possibly be improved with adjustment but the window was secure. The left hand window casement was secure and fitted well. See **Schedule of Photographs, number 8** of the left hand window section.

**30.4. "One of the front windows is screwed shut in contravention of fire and safety regulations"**

30.4.1. As noted above, there was a screw hole at the foot of the middle section of the uPVC window frame but there was no screw in place on inspection.

30.4.2. The Landlord's Representative advised that his file recorded that the hinges had been repaired or replaced on that window and that the screw was probably removed at that time.

**30.5. "The living room wall has been soaked with rain water from the window and is now damp"**

30.5.1. There were no signs of dampness on inspection or testing with a damp meter.

30.5.2. The Landlord's Representative said that he did not know if and when the wall was soaked and there was no information on his file.

**30.6. "The property is in general damp and hard to heat, with the tenant requiring to keep her heating on at all times"**

30.6.1. The heating was not on at the time of the inspection and it was a warm day.

30.6.2. The Landlord's Representative advised that the heating has not been on since the tenant left on 25 May.

30.6.3. The tribunal did not see any signs of dampness in the House.

**30.7. "Bathroom window has gaps round it and is extremely draughty"**

30.7.1. On inspection of the bathroom window (rear elevation) it was noted to have a timber frame. In a similar way to the rear bedroom window, draught proof stripping had been applied but was falling off and was ineffectual. It would be possible for water and wind to penetrate the House. See **Schedule of Photographs, number 7.**

**30.8. "The flue pipe from a previous boiler in the hall cupboard has been left open, and causes draughts and rainwater to enter the House"**

30.8.1. On inspection the tribunal was able to see pipework extending through the ceiling in the hall cupboard through a hole that had not been filled around the pipework. Daylight could be seen through the hole.

30.8.2. See **Schedule of Photographs, number 11.**

**30.9. "The kitchen worktops slide right off in contravention of health and safety regulations"**

30.9.1. The Landlord's Representative advised that the kitchen worktops had been secured after the House was vacant.

30.9.2. On inspection all of the worktops were secure. See **Schedule of Photographs, numbers 12 and 13.**

**30.10. "There is a hole in the ceiling above the boiler in the bedroom"**

30.10.1. On inspection the boiler was seen to be affixed to the wall in the front bedroom, with pipe work extending through the ceiling. There was a hole in the ceiling to the roof void.

30.10.2. See **Schedule of Photographs, numbers 9 and 10.**

**30.11. "The House was extremely dirty and in poor condition when the tenant entered and she found a needle in a cupboard (photograph provided)"**

30.11.1. The first aspect of this complaint related to the condition that the House was in at the date of entry in November 2017. On inspection, the House was vacant and appeared to be in a satisfactory state of cleanliness.

30.11.2. In relation to the needle, the Landlord's Representative advised, with reference to his file, that they received a phone call from the former tenant in February 2018 to advise of the presence of a needle and to ask them to remove it. The Landlord's Representative attended and removed it at that time. The former tenant found another needle and again

telephoned the Landlord's Representative. When they attended to remove it, it had already been removed by the former tenant.

**30.12. "There are severe cracks in the ceiling at the House and the tenant is concerned that asbestos may be released into the House"**

30.12.1. On inspection it was noted that there were cosmetic cracks on the lounge ceiling. See **Schedule of Photographs, number 14.**

30.12.2. There were no other cracks seen throughout the House.

30.12.3. The Landlord's Representative advised that there was no information to suggest that there was asbestos in the House.

**30.13. Other observations on inspection**

30.13.1. Although it did not form part of the Application, the tribunal also observed during the inspection that there was no carbon monoxide detector affixed to the wall or ceiling in the bedroom in which the boiler was situated, or indeed anywhere in the House. A non-functioning carbon monoxide detector was found by the Landlord's Representative in a kitchen drawer. See **Schedule of Photographs, number 15.**

**The Hearing – 23 July 2018 at 11.30am**

**Attendance at hearing**

31. The hearing took place at Glasgow Tribunals Centre, Room 110, 20 York Street, Glasgow, G2 8GT at 11.30am on the same day as the inspection.

32. The Landlord's Representative attended the Hearing.

**Oral submissions by Landlord's Representative**

33. The tribunal invited the Landlord's Representative to make oral submissions in relation to each of the complaints in the Application.

34. By way of introduction the Landlord's Representative advised that he had spoken to the Landlord that morning, following the inspection. The Landlord's Representative confirmed that no-one had been living in the property since 25 May. It is not being marketed at present. In response to a question from the tribunal about the 'To Let' sign at the front close door, he advised that the

company also lets another property in the same tenement and the sign related to that property. He advised that the Landlord had originally wanted to hold off on instructing works until the tribunal issues its decision but that some instructions had been given that morning.

**34.1. "Items left in the kitchen not removed"**

34.1.1. The Landlord's Representative repeated the fact that this complaint was a historical issue relating to the start of the tenancy.

34.1.2. He stated that it had been sundry items such as knives and forks, which were then removed by the Landlord's Representative following the former tenant's complaint, and that there is nothing to be seen now.

**34.2. "Window in bedroom is single glazing and also cracked, which has been held together with tape"**

34.2.1. The Landlord's Representative advised that the Landlord had instructed a contractor to carry out a temporary repair by putting the film over the window. The draught excluders were also applied at that time. He accepted that at inspection they were seen to be falling off and were ineffectual.

34.2.2. The Landlord advised the Landlord's Representative in the phone call that morning that he intends to instruct replacement of the rear bedroom window and the window in the bathroom with uPVC units.

**34.3. "Windows in front room are double glazed but in extremely poor condition, letting water and wind into the House"**

34.4. In relation to the front bedroom window, the Landlord's Representative advised that some work had been done to the front bedroom window.

34.5. He accepted that the right hand external pane in the living room window is missing.

34.6. He said that, if he remembered correctly, the hinges at the side of the windows have been repaired since the House has been vacant. There is an invoice on his file.

**34.7. "One of the front windows is screwed shut in contravention of fire and safety regulations"**

34.7.1. The Landlord's Representative repeated the information given at inspection that his file recorded that the hinges had been repaired or replaced on that window and that the screw was probably removed at that time. The window is no longer screwed shut and it is operational.

**34.8. "The living room wall has been soaked with rain water from the window and is now damp"**

34.8.1. The Landlord's Representative said that he did not know where wall was soaked and there was no information on his file.

34.8.2. He advised that there is nothing on the file to suggest that the wall has been painted or decorated on their instructions.

**34.9. "The property is in general damp and hard to heat, with the tenant requiring to keep her heating on at all times"**

34.9.1. The Landlord's Representative repeated the fact that the heating has not been on since the tenant left in May. However, there is no record of any complaints about the heating or any boiler repairs. The gas complaint at the start of the tenancy which is mentioned in the notification letter and Application related to getting the account changed in to the former tenant's name.

34.9.2. The Landlord's Representative had no notes relating to any signs of dampness in the House during the tenancy.

**34.10. "Bathroom window has gaps round it and is extremely draughty"**

34.10.1. As already submitted, the Landlord has now stated that he intends to replace this window with a uPVC unit.

**34.11. "The flue pipe from a previous boiler in the hall cupboard has been left open, and causes draughts and rainwater to enter the House"**

34.11.1. The Landlord's Representative said that he believed that the boiler in the hall cupboard was the old boiler. Nothing has been done to remove it or its pipework or to seal the hole around the pipework. There is possibly a skylight above. The Landlord had said in their discussions that morning that he intended to instruct a contractor to potentially to bring ceiling down.

**34.12. "The kitchen worktops slide right off in contravention of health and safety regulations"**

34.12.1. The Landlord's Representative advised that the kitchen worktop on the far left had been loose. It was fixed after the House was vacant. He has an invoice for the repair on file.

**34.13. "There is a hole in the ceiling above the boiler in the bedroom"**

34.13.1. The Landlord has advised him to get the hole in the ceiling attended to.

**34.14. "The House was extremely dirty and in poor condition when the tenant entered and she found a needle in a cupboard (photograph provided)"**

34.14.1. The Landlord's Representative repeated what he had said at the inspection.

**34.15. "There are severe cracks in the ceiling at the House and the tenant is concerned that asbestos may be released into the House"**

34.15.1. The Landlord's Representative stated that he considered the cracks to be cosmetic.

**34.16. Other issues arising from inspection**

34.16.1. In relation to the lack of a carbon monoxide detector, the Landlord's Representative advised that the boiler was moved about one and a half years ago and sited in the bedroom. He does not know if the non-functioning carbon monoxide detector which was in the kitchen drawer at inspection had at one time been operational and affixed to the wall.

34.16.2. The tribunal made reference to the legal requirement to have satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health; and to Scottish Government guidance relative to the siting of carbon monoxide detectors.

**Reasons for the Decision**

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

- a. The Landlord is the registered owner of the House.

- b. The former tenant had a tenancy of the House from 24 November 2017 to 25 May 2018.
- c. The House has been vacant and unoccupied since 25 May 2018.
- d. On 26 February 2018 the former tenant's representative notified the Landlord's Representative about a list of repairs issues and alleged failures to meet the repairing standard, which included the issues which now form the basis of the Application to the tribunal.
- e. There are no items in the kitchen which require to be removed.
- f. The window in the rear bedroom is not wind and watertight. It is in poor condition and has deficient draughtproofing. It is difficult to open and close. The pane of glass is cracked and held together with taping.
- g. The window in the front bedroom is wind and watertight and opens and closes without difficulty.
- h. The living room window is wind and watertight. The living room window has three double glazed units. There is a missing pane of glass on the right hand deadlight double glazed unit. None of the windows are screwed shut. The handle on the middle window does not fully close. The hinges are operational.
- i. There are no signs of water damage or dampness on the living room wall.
- j. There are no signs of dampness in the House.
- k. There is a boiler in the front bedroom of the House. It was switched off at the time of inspection.
- l. The bathroom window is not wind and watertight. It is in poor condition and has deficient draughtproofing.
- m. The hall cupboard is not wind and watertight. There is a hole in the hall cupboard ceiling around pipework serving a redundant boiler and the sky can be seen through the hole.
- n. The kitchen worktops are securely affixed to the base units.
- o. There is a hole in the front bedroom ceiling leading to the roof void.



- p. The House is in a satisfactory standard of cleanliness.
- q. There were no needles evident at the time of the inspection.
- r. There are cosmetic cracks on the living room ceiling.
- s. There is no evidence to suggest a problem with asbestos.
- t. There is no operational carbon monoxide detector in the House.

36. The tribunal is satisfied that in respect of the following items in the Application, as notified to the Landlord's Representative, the House does not meet the repairing standard:

36.1. The House is not wind and watertight and in all other respects reasonably fit for human habitation (Section 13(1)(a) of the 2006 Act).

36.1.1. The windows in the rear bedroom and bathroom are not wind and watertight. The timber frames are in poor condition. Both have deficient draught proofing. The pane of glass in the rear bedroom is cracked and held together with taping.

36.1.2. There is a hole in the hall cupboard ceiling around the pipework through which daylight can be seen.

36.1.3. There is a hole in the front bedroom ceiling into the roof void.

36.2. 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.

36.2.1. The windows in the rear bedroom and bathroom are not wind and watertight. Both timber frames are in poor condition and have deficient draught proofing. The pane of glass in the rear bedroom is cracked and held together with tape.

36.2.2. There is a pane of double glazing missing from the right hand living room window double glazing unit.

36.2.3. There is a hole in the hall cupboard ceiling around which daylight can be seen.

36.2.4. There is a hole in the front bedroom ceiling into the roof void.

37. In respect of the remaining complaints in the Application, no order was made for the following reasons:

37.1.1. The items which had been left in the kitchen have been removed.

37.1.2. The living room window is no longer screwed shut and the hinges have been repaired.

37.1.3. There are no signs of water damage or dampness on the living room wall.

37.1.4. There are no signs of dampness in the House.

37.1.5. There is no evidence that the boiler and central heating is not operational (although the House was vacant and it was switched off at the time of the inspection).

37.1.6. The kitchen worktops have been securely affixed to the units.

37.1.7. The House was vacant and in a satisfactory state of cleanliness at the time of the inspection.

37.1.8. Two needles which had been found at the House had been removed following complaints by the former tenant (one by the Landlord's Representative and one by the former tenant).

37.1.9. The cracks in the living room ceiling are cosmetic and there is no evidence of asbestos in the House.

37.2. There is no failure to comply with Sections 13(1)(c) and (d) of the 2006 Act.

38. 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 have therefore issued a Repairing Standard Enforcement Order in terms of Section 24(2) of the 2006 Act.

### **Repairing Standard Enforcement Order (RSEO)**

39. The tribunal made a RSEO.

40. 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 30 days having regard to the fact that the House is vacant and that the works include replacement of windows.

### **Right of Appeal**

**41. 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.**

### **Effect of section 63**

42. 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  
Chairperson of the tribunal

Date 4 August 2018

# Housing and Property Chamber

## First-tier Tribunal for Scotland



This is the Schedule of Photographs  
referred to in the foregoing Decision of  
the tribunal dated 4 August 2018.

S Tanner

... Signed  
SUSANNE L M TANNER Name  
4 August 2018 Date

**SCHEDULE OF PHOTOGRAPHS**  
**Flat 3/1, 337 Wellshot Road, Glasgow, G32 7QW**  
**FTS/HPC/RP/18/0898**  
**Inspection Date – 23rd July 2018**  
**Weather – Dry, overcast**





1. The property



2. Close entrance



3. Rear elevation



4. Rear windows



5. Back bedroom timber window



6. Back bedroom window showing failed draught stripping



7. Bathroom window showing failed draught stripping



8. Living room window





9. Central heating boiler in front bedroom



10. Hole in ceiling above boiler



11. Hole in ceiling at heating pipes - hall cupboard



12. Kitchen worktops - now secured



13. Kitchen worktops now secured



14. Cosmetic cracking to living room ceiling



15. Carbon monoxide detector found  
in drawer