

# Housing and Property Chamber First-tier Tribunal for Scotland

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

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

**Reference number: FTS/HPC/RP/19/3323**

**Title no/Sasines Description: REN18616**

**Re: 78 Dougliehill Terrace, Port Glasgow, PA14 5DP  
("the House")**

**The Parties:**

**Miss Katarzyna Taczowska, 78 Dougliehill Terrace, Port Glasgow, PA14 5DP  
("the Tenant")**

**Mr John Mulholland, c/o Fairlet Property Management, 6 Brougham Street,  
Greenock, PA16 8AA  
("the Landlord")**

**Mr Tariq Ahmed, Fairlet Property Management, 6 Brougham Street, Greenock,  
PA16 8AA  
("the Landlord's Representative")**

Whereas in terms of their decision dated 12 January 2020, The First-tier Tribunal for Scotland (Housing and Property Chamber) ('the Tribunal') determined that the Landlord has failed to comply with the duty imposed by Section 14 (1) (b) of the Housing (Scotland) Act 2006 ("the Act") and in particular that the Landlord has failed to ensure that the House is:-

- I. The House is wind and watertight and in all other respects reasonably fit for human habitation;
- II. 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;
- III. The House has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire

under Sections 13 (1) (a), (c), and (f) of the Act;

The Tribunal now requires the Landlord to carry out such work as is necessary for the purposes of ensuring that the House concerned 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: -

- a) Repair or replace the bedroom window in the House so as to ensure it is wind and watertight and in all other respects reasonably fit for human habitation; such work to be carried out by a competent tradesperson,
- b) Secure the left-hand tap in the bathroom of the House to ensure it is in a reasonable state of repair and in proper working order and does not swivel out of position when being operated,
- a) Engage a NICEIC or SELECT approved and qualified electrician to link the smoke alarms and heat detector within the House so that they are interlinked and fully comply with the Scottish Government's Guidance on Satisfactory Fire Detection,
- b) On completion of all the above works, to restore all affected finishes and decoration.

**The Tribunal order that the works specified in this Order must be carried out and completed within the period of 8 weeks from the date of service of this Notice.**

**A landlord, tenant or third party applicant aggrieved by the decision of the Tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.**

In terms of Section 63 of the Act, where such an appeal is made, the effect of the decision and of any order is suspended until the appeal is abandoned or finally determined by the Upper Tribunal, and where the appeal is abandoned or finally determined by upholding the decision, the decision and any order will be treated as having effect from the day on which the appeal is abandoned or so determined.

**Please note that in terms of section 28(1) of the Act, a landlord who, without reasonable excuse, fails to comply with a RSEO commits an offence liable on summary conviction to a fine not exceeding level 3 on the standard scale. A landlord (and that includes any landlord's successor in title) also commits an offence if he or she enters into a tenancy or occupancy arrangement in relation to a house at any time during which a RSEO has effect in relation to**

**the house. This is in terms of Section 28(5) of the Act.**

In witness whereof, these presents type written on this and the preceding two pages are executed by Susan Christie, legal member of the Tribunal, at Glasgow on 12 January 2020 in the presence of the undernoted witness: -

G Harvey Christie

S Christie

witness

\_ Legal Member

George Harvey Christie name in full

Address

# Housing and Property Chamber First-tier Tribunal for Scotland

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

**STATEMENT OF DECISION: Housing (Scotland) Act 2006, section 22(1)**

**Reference number: FTS/HPC/RP/19/3323**

**Title no/Sasines Description: REN18616**

**Re: 78 Dougliehill Terrace, Port Glasgow, PA14 5DP  
("the House")**

**The Parties:**

**Miss Katarzyna Taczowska, 78 Dougliehill Terrace, Port Glasgow, PA14 5DP  
("the Tenant")**

**Mr John Mulholland, c/o Fairlet Property Management, 6 Brougham Street,  
Greenock, PA16 8AA  
("the Landlord")**

**Mr Tariq Ahmed, Fairlet Property Management, 6 Brougham Street, Greenock,  
PA16 8AA  
("the Landlord's Representative")**

**The Tribunal:**

**Susan Christie (Chairing /Legal Member);**

**Nick Allan (Ordinary Member)**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) ('the Tribunal'), having made such enquiries as it saw fit for the purpose of determining whether the Landlord has complied with the duty imposed by Section 14 (1) (b) of the Housing (Scotland) Act 2006 ("the Act") in relation to the House, and taking account of all of the available evidence, determined that the Landlord has failed to comply with the duty imposed by Section 14 (1) (b) of the Act. The Tribunal's decision is unanimous.**

## **Background**

1. An Application was made to the Tribunal under Section 22(1) of the Housing (Scotland) Act 2006 ("the Act") on 17 October 2019 regarding the House.

2. The Applicant considered that the Landlord had failed to comply with the duty imposed by Section 14(1)(b) of the Act and that the House failed to meet the repairing standard as set out in Sections 13(1) (a), (c) and (f) of the Act.
3. The detail of the complaints contained within the Application form being:(a) the bedroom window is not wind tight and draughty, (b) The radiator in the hallway leaks, (c) the left side tap in the bathroom sink is loose, and (d) there are insufficient fire alarms in the House.
4. Additional paperwork produced with the Application evidenced that there had been written intimation of the repairs by the then legal representative of the Tenant on 6 September 2019 by Recorded Delivery post which correspondence also referred to the repairing standard in the Act.
5. The Tenant complained that whilst some repairs had been carried out on behalf of the Landlord at the House following previous correspondence, the matters complained of in this Application remained to be attended to.
6. By Notice of Acceptance of Application to a Tribunal made under Rule 9 of the First-tier Tribunal for Scotland Housing and Property Chamber Rules of Procedure 2017 as amended ('the Rules'), dated 4 November 2019 a Legal Member with delegated powers decided to refer the Application to the Tribunal.
7. An Inspection was assigned for 6 December 2020 at the House at 10am and a Hearing for 12 noon in Glasgow Tribunal Centre, Room 112, 20 York Street, Glasgow G2 8GT.
8. Written Representations were required by 6 December 2019.
9. Parties were advised of the date assigned in writing by letters dated 15 November 2019.
10. A response was received from the Tenant who wished to attend the Hearing.
11. The Landlord/Landlord's Representative did not respond. It transpired that the Landlord's Representative had not uplifted the Recorded Delivery letter that had been issued. He was given an e-mail copy on request and was content when asked to confirm the Inspection and Hearing could proceed as scheduled, notwithstanding that. Accordingly, the Tribunal considered the matter could proceed with the scheduled date by agreement and any procedural matters arising could be dealt with if needed at the Hearing.

## **The Inspection**

12. On the morning of 8 January 2020, the Tribunal attended at the House. The Tribunal inspected the House in the presence of the Clerk, the Tenant, the Landlord's Representative and a handyman of the Landlord-Mr Shamback (with the permission of the Tenant). The weather conditions at the time of the Inspection were overcast and dry. Photographs were taken during the Inspection and these are attached as a Schedule to this Decision.
13. The House is a flatted dwelling house on the ground floor (on the front elevation) within a three-storey split level brick built building.
14. The layout of the House comprises a living room, small hallway, kitchen, bathroom and one bedroom.
15. The Tribunal carefully inspected the House in the presence of those in attendance and considered the issues raised. Preliminary observations were noted for the purposes of the Hearing.

## **The Hearing**

16. Following upon the Inspection of the House, the Hearing took place at a slightly later start time to allow both Parties to be in attendance as they had indicated at the Inspection that they wished to participate in the Hearing. The Tenant was in attendance as was the Landlord's Representative.
17. The Tribunal's preliminary findings of the Inspection as detailed below were relayed to those present.
18. The Tribunal sought clarification from each of the Parties as to their position and it became clear that there was agreement that following on from the Inspection that the bedroom window required repairs, the tap in the bathroom needed to be secured in place and the fire alarms within the House, whilst sufficient in number needed to be interlinked. The Landlord's Representative stated that the tap had been tightened at the Inspection by the handyman, but the Tenant had not noticed this and was therefore unable to confirm that the tap was now securely in place.
19. It was noted that the radiator in the hallway has been repaired prior to the Inspection and there was no evidence of dampness.
20. It was noted that efforts had been made to repair the window in the bedroom but had not fully resolved the matters complained of.
21. It was noted that the Landlord's Representative had believed the fire alarms had been interlinked on installation, so he needed to revert back to the electrician who installed them to have that matter resolved.
22. It was noted that the Parties were both prepared to improve communication routes and that action would be taken in early course to attend to all repairs needed.

## **The findings of the Inspection**

23. The bedroom window did not close effectively and the presence of draughts was noted. The lower hinge appeared to be twisted and damaged. The internal draft proofing seal appeared ineffective. It was not raining at the time of Inspection, but the Tenant had spoken of past water ingress.
24. The radiator in the hallway was in operation and the tenant indicated that the valve had since been replaced and there was no longer a leak. The adjacent surfaces were checked with a Damp Meter and were found today to be dry.
25. The tap in the bathroom operated effectively. It did however swivel in the mounting when the water flow was being turned off and therefore was insecure.
26. There were fire alarms fixed in the living room and hallway of the House which could have given satisfactory provision for giving warning in the event of fire or suspected fire. They were not however interlinked and therefore failed the repairing standard for that reason. Reference is made to the Scottish Government's Guidance on Satisfactory Fire Detection.

## **Observations**

27. The Heat Detector in the kitchen was not operating at the Inspection. This item requires to be attended to and repaired without delay.

28. The Tenant was unsure whether she had been given a copy of the EICR for the House. The Landlord should ensure that the Tenant is given further copies of all current safety certificates for the gas and electricity installations in the House forthwith.
29. The ceiling light fitting in the bathroom is inappropriate for such an environment.
30. These matters do not form part of the current Application, but it would be sensible if they were addressed.

### **The Evidence**

31. The evidence before the Tribunal consisted of written evidence in the form of the Application form with the supporting documentation and all communication exchanges along with the oral evidence at the Hearing.
32. The findings of the Inspection of the House that informed the Tribunal. The findings were generally accepted by the Parties present.

### **Summary of the issues**

33. The issue to be determined was whether the House meets the repairing standard at the date of the Inspection as set out in Sections 13 (1) (a), (c) and (f) of the Act, and whether the Landlord had complied with the duty imposed on him by section 14(1) (b) of the Act.

### **Findings in fact**

The Tribunal finds the following facts to be established:

- I. The Landlord is one of the registered owners of the House and is stated in the Short Assured Tenancy Agreement between the Parties as Landlord of the House.
- II. The said tenancy between the Landlord and the Tenant is a tenancy to which the repairing standard applies.
- III. The bedroom window in the House is not wind and watertight currently. Accordingly, the repairing standard has not been met (section 13 (1) (a) of the Act.)
- IV. The left hand tap in the bathroom of the House swivels in its mounting when being turned off and is therefore insecure. It is not in a reasonable state of repair and in proper working order. Accordingly, the repairing standard has not been met (section 13 (1) (c) of the Act).
- V. The fire alarms in the House, whilst sufficient in number, are not interlinked to each other, and potentially not linked to the Heat detector in the kitchen and therefore the House does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire (section 13 (1) (f) of the Act.)

- VI. The Tribunal carefully inspected the House on 8 January 2020 and found that the House does not meet the repairing standard required under section 13 (1) (a), (c) and (f) of the Act.

### **Reasons for Decision**

34. The bedroom window in the House is not wind and watertight currently. Accordingly, the repairing standard has not been met (section 13 (1) (a) of the Act.)
35. The left hand tap in the bathroom of the House swivels in its mounting when being turned off and is therefore insecure. It is not in a reasonable state of repair and in proper working order. Accordingly, the repairing standard has not been met (section 13 (1) (c) of the Act.)
36. The fire alarms in the House, whilst sufficient in number, are not interlinked and therefore the House does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire (section 13 (1) (f) of the Act.)
37. It is recognised that the remaining issue raised in the Application had been resolved by the work carried out by the Landlord prior to the Inspection.

### **Summary of Decision**

38. The Landlord has therefore failed to comply with the duty imposed by section 14 (1) (b) of the Act and has not ensured that the House meets the repairing standard under sections 13(1) (a) (c) and (f) of the Act. The Tribunal accordingly proceeded to make a Repairing Standard Enforcement Order as required by section 24(2) of the Act. The decision of the Tribunal is unanimous.

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.

Executed by Susan Christie, Legal Member and Chair of the Tribunal at Glasgow on 12 January 2020: -

S Christie

\_\_\_\_\_ Legal Member and Chair



Glasgow 12 January 2020

This is the Schedule of Photographs referred to in the  
Decision of even date herewith Ref FTS/HPC/RP/19/3323

S Christie

Legal Member.

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



### Photograph Schedule

78 Douglihill Terrace, Port Glasgow, PA14 5DP

**Case Reference:** FTS/HPC/RP/19/3323

**Date of inspection:** 08/01/2020

**Time of inspection:** 10.00 am

**Weather conditions:** Overcast and dry

**Present:** Mrs Susan Christie – Legal Member  
Mr Nick Allan – Ordinary Member  
Miss Katarzyna Taczowska – Tenant  
Mr Tariq Ahmed – Managing Agent  
Mr Shamback – Agent's contractor



Photo 1 – Front elevation



Photo 2 – Damaged window hinge in Bedroom



Photo 3 – Defective draught seals



Photo 4 – Pedestal wash hand basin



Photo 5 – Defective tap on basin



Photo 6 – Smoke alarm in Hallway



Photo 7 – Smoke alarm in Living Room



Photo 8 – Heat + Carbon Monoxide alarms



Photo 9 – Bathroom light fitting

Nick Allan FRICS  
Surveyor – Ordinary Member  
First-tier Tribunal  
Housing and Property Chamber – 8<sup>th</sup> January 2020