

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/HPG/RT/18/1107

**118B Corsewall Street, Coatbridge, ML5 1QX
Title Number: LAN62967
("the House")**

The Parties:

**Mrs Jane McGahan, North Lanarkshire Council, Environmental Health,
Regulatory Services and Waste Solutions, Municipal Buildings, Kildonan Street,
Coatbridge, ML5 3LF
("the Third Party Applicant")**

**Mr Finlay Johnstone, 118B Corsewall Street, Coatbridge, ML5 1QX
("the Tenant")**

**Mr Denis McNaughton, 62 Dundrennan Drive, Chapelhall, Airdrie, ML6 8GT,
formerly residing at 2127 Wallace Street, Glasgow
("the Landlord")**

**Ms Amanda Rossiter, Housespotters, Cumbernauld Business Centre, Lennox
House, Lennox Road, Cumbernauld, G67 1LL
("the Landlord's Representative")**

Tribunal members

**Susanne L M Tanner Q.C. (Legal Member)
Carol Jones (Ordinary Member)**

**NOTICE TO Mr Denis McNaughton
(the LANDLORD)**

WHEREAS in terms of its decision dated 23 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:

"...(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 proper working order.

(d) Any fixtures and fittings and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order.

...

(f) The House has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.

(g) The House has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health."

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 kitchen heat detector and ensure that it is operational and interlinked to the existing smoke alarm system so that there is a satisfactory system for detecting fires and giving warning in the event of fire.
2. To repair or replace the loose double socket in the kitchen.
3. To reinstate a mains powered ceiling or wall light in the rear twin bedroom so that the light switch and light are in a reasonable state of repair and proper working order.
4. To produce to the tribunal a fresh EICR by competent electrician registered with SELECT or NICEIC or NAPIT after orders 1, 2 and 3 have been carried out, which includes testing of the smoke alarm system and the circuits which contain the hall light switch, the electrical socket which has been repaired or replaced in terms of order 2, the electrical sockets providing power to the microwave in the kitchen and the television in the living room and the mains light switch and new light fitting in the rear twin bedroom.

5. To replace the bathroom door with a new door which includes a door handle, closing mechanism and replacement hinges, to ensure that the door is in reasonable state of repair and proper working order.
6. To repair or replace the handle and/or closing mechanism on the right hand window casement in the rear twin bedroom window to ensure that the handle and window can be securely closed and the window is in a reasonable state of repair and proper working order.
7. To fit a Carbon Monoxide (CO) detector in the kitchen in accordance with statutory regulations and guidance.
8. To provide to the tribunal a fresh Gas Safety Certificate from a Gas Safe registered engineer after the carbon monoxide detector has been fitted as ordered in number 7.

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 three 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

Susanne L M Tanner Q.C.

signed on 23 August 2018 (date) at Edinburgh

before this witness:-

L Smith

Witness

MRS. LOUISE SMITH

Name in full

1, RATRAY WAY,

Address

GREENBANK VILLAGE
EH10 5TU

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/RT/18/1107

118B Corsewall Street, Coatbridge, ML5 1QX

Title Number: LAN62967

("the House")

The Parties:

**Mrs Jane McGahan, North Lanarkshire Council, Environmental Health, Regulatory Services and Waste Solutions, Municipal Buildings, Kildonan Street, Coatbridge, ML5 3LF
("the Third Party Applicant")**

**Mr Finlay Johnstone, 118B Corsewall Street, Coatbridge, ML5 1QX
("the Tenant")**

**Mr Denis McNaughton, 62 Dundrennan Drive, Chapelhall, Airdrie, ML6 8GT, formerly residing at 2127 Wallace Street, Glasgow
("the Landlord")**

**Ms Amanda Rossiter, Housespotters, Cumbernauld Business Centre, Lennox House, Lennox Road, Cumbernauld, G67 1LL
("the Landlord's Representative")**

Tribunal members

Susanne L M Tanner Q.C. (Legal Member)

Carol Jones (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 registered in the Land Register under title number LAN62967. It is a first and second floor maisonette property which is accessed by a common external stair at the rear of the building in which the House is situated. The building contains properties 116, 118A, 118B and 120 Corsewall Street. The House contains a living/dining room with separate kitchen off and a bathroom on the first floor; and three bedrooms on the second floor. (See external and internal views in attached **Schedule of photographs**).

Parties and parties' supporters / representatives

5. The Application was made by the Third Party Applicant.
6. The Tenant is a party to the Application. The Third Party Applicant stated on the Application that the Tenant wished to be treated as a participating party. The tribunal's administration wrote to the Tenant on 16 May 2018 to ask for confirmation from him that he wished to be treated as a participating party rather than an interested person.
7. The Landlord is shown as the registered proprietor of the House on the title sheet. The date of registration was 22 January 2007.
8. The Landlord has been represented by his letting agent, the Landlord's Representative.

Procedural Background

9. On 15 May 2018, the Third Party Applicant made an Application to the tribunal for a determination of whether the Landlord has failed to comply with the duty imposed by section 14(1)(b) of the 2006 Act.
10. In Section 8 of the Application, the Third Party Applicant stated that it considered that the Landlord had failed to comply with the duty to ensure that the House meets the repairing standard, with reference to paragraphs (c) to (g) of Section 13(1) of the 2006 Act, in that
- 10.1. (c) the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are not in a reasonable state of repair and proper working order;
 - 10.2. (d) the fixtures, fittings and appliances provided by the Landlord under the tenancy are not in a reasonable state of repair and proper working order;
 - 10.3. (e) the furnishings provided by the Landlord under the tenancy are not capable of being used safely for the purpose for which they are designed;
 - 10.4. (f) the House does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire; and
 - 10.5. (g) the House does not have satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health.
11. In the text box on Section 8 of the Application Form, the Third Party Applicant listed the details of the alleged failures as being:
- 11.1. "no smoke / heat detectors for warning of fire are provided;
 - 11.2. Electrical Installation Condition Report (EICR) not provided;
 - 11.3. A copy of a current Gas Safety Certificate was not available;
 - 11.4. no carbon monoxide detector installed within property;
 - 11.5. The toilet door does not open and close satisfactorily;
 - 11.6. The upstairs bedroom window does not open and close properly;
 - 11.7. No ceiling light fitting in upstairs bedroom".
12. In Section 9 of the Application, the Third Party Applicant listed the following work as being required:

- 12.1. "A satisfactory smoke alarm system requires to be installed;
 - 12.2. A copy of a current Gas Safety Certificate provided;
 - 12.3. An Electrical Installation Condition Report (EICR) provided
 - 12.4. A carbon monoxide alarm requires to be installed;
 - 12.5. Door of toilet requires repair"; and
 - 12.6. on a paper apart, "The upstairs bedroom window does not open and close properly. The necessary repairs require to be carried out to ensure the window opens and closes satisfactorily.
 - 12.7. A ceiling light fitting requires to be provided in the upstairs bedroom".
13. The Third Party Applicant attached to the Application:
- 13.1. A cover email from Jane McGahan, Environmental Health Officer from the Third Party Applicant, dated 15 May 2018;
 - 13.2. Copy letter of notification dated 24 April 2018 from the Third Party Applicant to the Landlord regarding the work which the Third Party Applicant stated required to be carried out for the House to meet the repairing standard, namely:
 - 13.2.1. "There is not satisfactory provision for detecting and warning of fires within the property. A satisfactory smoke alarm system requires to be installed within the property which is mains powered and interlinked...";
 - 13.2.2. "... a copy of a satisfactory gas safety certificate for this property... issued by a qualified engineer who is on the Gas Safe Register";
 - 13.2.3. "An ... EICR ... supplied by a competent person who is a member of NICEIC or SELECT";
 - 13.2.4. A carbon monoxide alarm requires to be installed in the vicinity of the gas boiler ... either ceiling mounted and positioned at least 300mm from any wall, or wall mounted and positioned at least 150mm below the ceiling and higher than any door or window";

- 13.2.5. "The toilet door does not open and close satisfactorily. The door requires to be repaired or replaced";
- 13.2.6. "The upstairs bedroom window does not open and close properly. The necessary repairs require to be carried out to ensure the window opens and closes satisfactorily";
- 13.2.7. "A ceiling light fitting requires to be provided in the upstairs bedroom".
- 13.3. On 22 May 2018, the Third Party Applicant advised, in response to an enquiry from the tribunal about service of the letter of notification, that the letter was hand delivered to the Landlord at his home address on 21 May 2018 by Jane McGahan and witnessed by Fiona Gillon, Environmental Health Officers from the Third Party Applicant.
- 13.4. No tenancy agreement was attached to the Application. On 16 May 2018 the tribunal's administration wrote to the Third Party Applicant to request a copy of the tenancy agreement, which failing, as much detail of the history of the tenancy as possible. On 4 June 2018 the tribunal's administration wrote to the Third Party Applicant to request that the Tenant contact the letting agent to obtain a copy of the lease. On 4 June the Third Party Applicant confirmed that the request had been made to the Tenant. On 21 May 2018 the Third Party Applicant advised that the Tenant had indicated that he had been provided with a tenancy agreement from 'Let Ur Way' and that he had let the property for about two years and dealt with Amanda. The Third Party Applicant provided a copy of a written statement signed by the Tenant dated 21 May 2018 stating that the Tenant did not know where his tenancy agreement was and that he had gone to the letting agents' office to find that the office was no longer there.
14. On 31 May 2018, the Application, comprising documents received between 15 and 22 May 2018 was referred to the tribunal for determination.
15. On 2 July 2018, parties were advised the Application had been so referred and that an inspection of the House and a hearing at the Glasgow Tribunals Centre, Room 109, 20 York Street, Glasgow, had been fixed for 16 August 2018 at 10.00h and 11.30h, respectively. 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 23 July 2018.

Pre-inspection and hearing procedure and correspondence

16. On 12 July 2018, Jane McGahan of the Third Party Applicant confirmed that she would not attend the hearing and had no written statement.
17. No written representations were received by 24 July 2018 from the Tenant, the Landlord or the Landlord's Representative.
18. On 29 July 2018 the tribunal issued a Direction to the Landlord and Landlord's Representative requiring them to produce to the tribunal's administration and to the other parties no later than 9 August 2018:
 - 18.1. A copy of the current signed tenancy agreement for the Property and any previous tenancy agreement with the Tenant.
 - 18.2. A copy of an up to date Gas Safety Certificate issued by a Gas Safe Registered engineer.
 - 18.3. A copy of an Electrical Installation Condition Report (EICR) including Portable Appliance Test Report (PAT) carried out within the last five years by a competent person (as defined in the Housing (Scotland) Act 2014).
19. On 1 August 2018, the Landlord provided part of a short assured tenancy agreement. The tribunal's administration requested that the full tenancy agreement was provided. On 7 August, following a request from the tribunal's administration, the full tenancy agreement was provided by the Landlord.
20. On 1 August 2018, the Landlord provided an Electrical Installation Condition Report (EICR) dated 19 July 2018 from Mark Le Blond, Qualified Supervisor, at Wire In Electrical Services Limited. The tribunal's administration could not find any record of the contractor on NICEIC, SELECT or NAPIT.
21. On 1 August 2018, the Landlord provided a Gas Safety Certificate dated 27 July 2018 from Crawford & Sons Gas Services Limited, Gas Safe Reg No. 551590. The tribunal's administration confirmed that the contractor is registered with Gas Safe. The certificate states that the boiler and gas cooker were both tested and that an approved CO alarm is fitted and that the CO alarm works. No defects are identified, no warning advice is issued and no remedial work was noted as having been undertaken.
22. On 6 August 2018 the tribunal's administration wrote to the Tenant to request confirmation that he would provide access to the tribunal for the inspection at

10.00 on 16 August 2018. The Tenant confirmed by telephone that he would provide access.

Summary of the Issue to be determined by the tribunal

23. 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 – 16 August 2018

24. The tribunal inspected the House on 16 August 2018 at about 10.30. The Tenant was not in the House at 10.00 but the tribunal's administration made contact with him by telephone and he arranged to travel back to the House to provide access. After returning and providing access he was present during the inspection together with his partner.
25. The Landlord and Landlord's Representative were not present.

Inspection and Schedule of photographs

26. The tribunal confined its inspection on 16 August 2018 to the repairs issues detailed within the Third Party Applicant's notification to the Landlord and included in 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 damp.
29. **Schedule of Photographs, page 1** shows external views of the front elevation and rear elevation of the House which is located on the first and second floors of the building.
30. The tribunal proceeded with the inspection, in the presence of the Tenant and his partner.
31. The Tenant advised that he had moved into the House with his family in December 2016. He deals with Amanda at the Landlord's Representative. He met the Landlord for the first time last week when he came to the House to take pictures and to see what needs to be done. The rent is up to date. Some contractors have recently been sent to the House and other appointments are scheduled in. A glazier attended in relation to the bedroom window which is

mentioned in the Application and is coming back to look at other issues (which do not form part of the Application). A joiner is due to come on the day of the inspection or the day following, in relation to the bathroom door. An electrician came around two weeks ago to install the smoke alarms and is due to return on the day of the inspection.

32. During the inspection the Tenant mentioned and/or pointed out to the tribunal a number of repairs issues which did not form part of the Application. The tribunal advised the Tenant that it could not deal with them as part of the determination of this Application but that if he wished to do so he or the Third Party Applicant could notify the Landlord about the issues and make another Application to the tribunal.

33. The inspection revealed the following with reference to each of the complaints in the Application / original notification, with reference to the **Schedule of Photographs** where applicable:

33.1. "No smoke / heat detectors for warning of fire are provided"

33.1.1. On inspection the tribunal observed that there was a kitchen ceiling mounted heat alarm; and ceiling mounted smoke alarms in the living room, lower hall and upper landing.

33.1.2. **Schedule of Photographs, page 2**, shows views of the kitchen ceiling mounted heat alarm and the ceiling mounted smoke alarms in the living room, lower hall and upper landing.

33.1.3. The tribunal tested each of the alarms. The smoke alarms were operational on testing and interlinked with the other smoke alarms. However, the heat alarm in the kitchen did not emit a sound when the test button was pressed or emit a sound when the smoke alarms were tested.

33.1.4. The tribunal noted from the EICR dated 19 July 2018 that the smoke alarms were not included in the Schedules of Inspection or Test Results.

33.2. "Electrical Installation Condition Report (EICR) not provided"

33.2.1. As noted above, an EICR issued by Mark Le Blond, Wire In Electrical Services Limited, dated 19 July 2018, was provided by the Landlord to the tribunal's administration in response to the tribunal's Direction. The tribunal's administration could not find a record of Mark Le Blond, Wire In Electrical Services Limited on NICEIC, SELECT or NAPIT.

33.2.2. The Tenant advised that he and his family had received electric shocks from the light switch in the hall on a number of occasions with the last shock being a month or two ago. The Tenant advised that the microwave had blown a fuse around two months ago when plugged into a socket in the kitchen and the previous microwave had also blown a fuse when plugged into the same socket. The television also blew a fuse. The Tenant advised that although there was a light switch in the upstairs back children's bedroom, the light fitting was missing so the switch did not operate any wired light. The circuit board is in the hall. The Tenant further advised that the electrician was due to come back on the day of the inspection.

33.2.3. On inspection, the tribunal observed the light switch in the hall; the microwave and socket; that one of the wall mounted double sockets in the kitchen was not securely fixed to the wall (view shown in **Schedule of photographs, page 6**); and that there was a light switch in the children's bedroom but no ceiling light fitting (views shown in **Schedule of Photographs, page 5**). No electrical testing was carried out by the tribunal.

33.3. "A copy of a current Gas Safety Certificate was not available"

33.3.1. As noted above, the Landlord had provided a Gas Safety Certificate from Crawford & Sons, Gas Services Limited dated 27 July 2018, in response to the tribunal's Direction. The tribunal's administration confirmed that the engineer is registered on the Gas Safe Register.

33.3.2. However, the certify Gas Safety Certificate states that an approved CO alarm was fitted as at 27 July 2018, no defects were identified and no warning advice was issued.

33.3.3. On inspection, the tribunal observed that the boiler is situated in a cupboard in the kitchen.

33.3.4. There is no carbon monoxide detector fitted in the kitchen in accordance with current statutory regulation and guidance, that is to say ceiling mounted 300mm from wall or wall mounted 150mm below ceiling, higher than any door/window.

33.3.5. The carbon monoxide detector is sitting loose on the boiler. The date of installation is shown as 27.7.18, which is the same day as the Gas Safety Record is dated.

- 33.3.6. The Tenant did not know if the contractor who carried out the gas safety inspection was the same person who placed the freestanding carbon monoxide detector on the boiler.

33.4. "No carbon monoxide detector installed within property"

- 33.4.1. As noted above, on inspection there was no carbon monoxide detector fitted in the kitchen in accordance with current statutory regulation and guidance.
- 33.4.2. The tribunal observed a free standing carbon monoxide alarm sitting on the boiler inside the cupboard. The date of manufacture was 15 November 2017. The date of installation was written in pencil and was illegible. See **Schedule of Photographs, page 3**.
- 33.4.3. The alarm was tested by the tribunal and was operational.

33.5. "The toilet door does not open and close satisfactorily"

- 33.5.1. The Tenant advised that the door was hanging off the hinges when he moved into the House in December 2016. He had notified the Landlord's Representative about the problem at that time. The hinges are broken and the door has holes in it. It is the only bathroom in the House and there is no privacy for him and his family (his partner and three daughters). He said that he had removed the handle after the door had been taken off the hinges and placed against the wall. The Tenant further advised that he had been told by the Landlord's Representative that a joiner would be attending the day after the inspection to fix the bathroom door.
- 33.5.2. On inspection, the tribunal observed that there is one bathroom in the House, on the first floor level. The door had been removed from its hinges and was sitting against the wall. The hinges of the door were damaged. There were holes in the door. The handle had been removed from the door. See views in **Schedule of Photographs, page 4**.

33.6. "The upstairs bedroom window does not open and close properly"

- 33.6.1. The Tenant advised that the defective window was the one in the rear children's bedroom. It is a tilt and turn window. He said that he had complained to the Landlord's Representative that the tilt and turn

function had not been operational and that only way to open the window was to open it fully which he thought was a safety risk for his young children. A glazier came out around two to three weeks ago and said it would need a bit of work. The window now opens properly but does not close properly. The handle on the right hand side window does not fully engage in the closed position. The Landlord's Representative arranged for window locks to be fitted. The Tenant said that he keeps the windows locked.

33.6.2. On inspection, the tribunal observed that the windows were locked. The Tenant provided the key from another room and opened the locks for the purposes of inspection. The tribunal observed that the handle and/or the closing mechanism on the right hand casement of the window is defective. The handle does not fully close when the window is shut. The window can be partially opened beyond which it is restricted by the locks. The tilt and turn function is operational. See **Schedule of Photographs page 4.**

33.7. "No ceiling light fitting in upstairs bedroom"

33.7.1. The Tenant advised that the light switch in the rear children's bedroom does not operate any light as there is no wired light fitting in the bedroom. There was no ceiling light when he moved into the House in December 2016. The problem was notified to the Landlord's Representative by the Third Party Applicant on 24 April 2018 and Amanda from the Landlord's Representative said that she would get an electrician to fit a light fitting.

33.7.2. The Tenant further advised, when asked whether there is provision for a lamp in the room, that there are only two electrical sockets in the room, a single socket on the wall next to one of the twin beds and a single socket behind the desk upon which there is a television.

33.7.3. The Tenant said that an electrician had recently attended on the instructions of the Landlord's Representative to carry out other works and had advised the Tenant that it was a big job to reinstate the ceiling light fitting and he had not had the go ahead from the Landlord / Landlord's Representative.

33.7.4. On inspection, the tribunal observed that there was a light switch in the room. There is no wired ceiling light fitting (nor are there any wired wall lights). The light switch, therefore, does not operate any light. There is poor provision of electrical sockets in the room. There are only two single sockets in the room, one of which could be used for a freestanding

lamp. There was no lamp in the room at the time of the inspection. See **Schedule of photographs, page 5**, for views of the light switch, the ceiling and the single sockets.

The Hearing – 16 August 2018 at 11.30am

Attendance at hearing

34. The hearing took place at Glasgow Tribunals Centre, Room 109, 20 York Street, Glasgow, G2 8GT. The hearing was due to commence at 11.30h on the same day as the inspection. However, the inspection had started late and finished only shortly before the scheduled hearing time. The Tenant had indicated that he would like to attend the hearing but that the Landlord's Representative had arranged for contractors to attend at the House that day to carry out remedial works. He said that he would contact the Landlord's Representative and see if he had to wait in the House. Sufficient travel time was required by the tribunal members and the Tenant to get from the House to the hearing venue. The tribunal waited until 12.15 to see if any party attended. The tribunal's administration contacted the Tenant by telephone to see if he was intending to attend. He advised that he had been told that he had to wait in for the contractors.

35. None of the parties attended the hearing and the tribunal proceeded to its deliberations on the basis of the written representations of parties, documents already lodged and the findings on inspection.

Reasons for the Decision

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

- a. There is a short assured tenancy for the House dated 1 December 2016 in the names of the Landlord and Tenant. The initial tenancy period was for a period of 6 months from 1 December 2016 to 1 June 2017. Thereafter the tenancy has continued on a monthly basis and can be terminated by either party on two months' written notice.
- b. The Landlord has been notified by the Third Party Applicant of all the issues that form the basis of the Application.
- c. There are operational and interlinked smoke detectors for warning of fire in the living room, lower hall and upper landing.

- d. The heat detector in the kitchen is not operational on testing or interlinked with the smoke detectors on testing.
- e. The Electrical Installation Condition Report (EICR) dated 19 July 2018 was not produced by a contractor who is registered with NICEIC, SELECT or NAPIT and no evidence has been produced by the Landlord that he is a competent person to produce such a Report.
- f. There is a loose double wall mounted socket in the kitchen.
- g. There is no wall or ceiling mounted carbon monoxide detector installed within the room in which the boiler is situated in accordance with statutory regulations or guidance.
- h. A freestanding CO detector with a handwritten installation date of 27 July 2018 is sitting on top of the boiler in the cupboard in the kitchen.
- i. The Gas Safety Certificate dated 27 July 2018 was carried out by a contractor who is registered with Gas Safe.
- j. The Gas Safety Certificate incorrectly stated that an approved CO alarm is fitted.
- k. The toilet door has been removed from its hinges and is sitting against the wall. The hinges are broken. There is no door handle or closing mechanism.
- l. The handle and/or locking mechanism on the right casement of the window in the upstairs children's twin bedroom window does not operate properly.
- m. The tilt and turn function on the window is operational. The window could also be opened outwards, but the opening distance is restricted because of locks which have been affixed to the windows and frame.
- n. The light switch in the upstairs children's bedroom does not operate any wired ceiling or wall mounted light(s). There are no ceiling or wall mounted lights in the room.

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

- 37.1. The installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are not in a reasonable state of repair and in proper working order (Section 13(1)(c)).**
- 37.1.1. There is no evidence to satisfy the tribunal that the installations for the supply of electricity are in a reasonable state of repair and proper working order.
- 37.1.2. There is no evidence to satisfy the tribunal that the EICR was carried out by a competent person. The contractor is not registered with NICEIC, SELECT or NAPIT.
- 37.1.3. There is a loose double electrical socket in the kitchen which is not mentioned in the EICR. The tribunal is unaware if the socket formed part of the electrical inspection but one would have expected that to have been identified by the contractor.
- 37.1.4. The tribunal accepted the Tenant's report of receiving electrical shocks from a light switch in the lower hall (the last one being around two months ago) and the fact that in the last two months two consecutive microwave ovens have blown fuses when plugged into a socket in the kitchen as well as a television fusing. There is no issue identified in the EICR.
- 37.1.5. The tribunal is unaware if smoke and heat alarms were tested by the contractor because neither the Landlord nor the Landlord's Representative were present at hearing and the alarms are not mentioned as having been tested in the EICR. As noted above the heat alarm was not operational at the inspection so one would expect that to be identified on inspection if the heat alarm was not operational on 27 July 2018.
- 37.1.6. A Gas Safety Certificate dated 27 July 2018 was provided by the Landlord before the hearing but as noted above it states that an approved CO alarm is fitted and works. Because the CO alarm was not fitted in accordance with statutory regulations or guidance, the tribunal questions the validity of the gas safety certificate.
- 37.2. The fixtures, fittings and appliances provided by the Landlord under the tenancy are not in a reasonable state of repair and proper working order (Section 13(1)(d)).**

37.2.1. The door to the bathroom has been removed and is sitting against the wall. It has holes in it. The hinges are broken. There is no door handle. It is not in a reasonable state of repair or proper working order.

37.2.2. The handle/locking mechanism in the right hand casement in the upstairs bedroom window is defective. It is not in a reasonable state of repair or proper working order. The tribunal observed that the provision of locks to fully or partially restrict the opening of the window is not a suitable alternative to having a fully functioning opening and closing window.

37.2.3. The light switch in the upstairs rear children's bedroom is not operational as there is no wired ceiling or wall light in the room. It is not in a reasonable state of repair or proper working order.

37.3. 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)).

37.3.1. The kitchen heat detector is not operational on testing. There was a small green light shining but it did not emit any sound when the test button was pressed. It is not clear whether the heat alarm is interlinked with the three hard wired smoke alarms as it did not emit any sound when the other alarms were activated.

37.4. The House does not have satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health (Section 13(1)(g)).

37.4.1. There is no carbon monoxide alarm affixed to a wall or the ceiling in accordance with statutory regulations or guidance. On inspection by the tribunal on 16 August a freestanding alarm was found inside a cupboard sitting on the boiler with an installation date of 17 July 2018.

37.4.2. As noted above, the Gas Safety Certificate dated 17 July 2018, which has been provided by the Landlord incorrectly states that there is an approved CO alarm fitted in the House.

38. In respect of the remaining complaints in the Application, no order was made.

38.1. Although the Third Party Applicant has ticked the box on the Application complaining about furnishings not being capable of being used

safely for the purpose for which they are designed, no part of the complaint relates to the furnishings provided by the Landlord (Section 13(1)(e)).

39. The tribunal observed that although not included as a complaint on the Application, the provision of only two single sockets in the children's rear bedroom is a poor provision of electrical sockets for a bedroom.

Repairing Standard Enforcement Order ("RSEO")

40. 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 ("RSEO") in terms of Section 24(2) of the 2006 Act.
41. 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 works required.

Right of Appeal

42. **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

43. 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 23 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
23 August 2018.

S Tanner

SUSANNE L M TANNER Q.C.
23 AUGUST 2018

Schedule of photographs taken during the inspection of 118B, Corsewall Street,
Coatbridge ML5 1QX by the First-tier Tribunal for Scotland
(Housing and Property Chamber)
16 August 2018

Reference Number : FTS/HPG/RT/18/1107



Front External Elevation



Rear External Elevation



Kitchen - Ceiling mounted heat alarm



Living Room - Ceiling mounted smoke alarm



Lower Hall - Ceiling mounted smoke alarm



Upper landing - Ceiling mounted smoke alarm



Kitchen - CO alarm free standing on gas boiler in cupboard



CO Alarm showing "Manufactured Date"



Bathroom door - damaged/exposed core and detached from hinges



Bathroom door - damaged lower hinge



Bathroom door - damaged upper hinge



Bathroom door - handle removed by tenant



Rear Bedroom - defective handle/closing mechanism



Rear Bedroom - window locks



Rear Bedroom - no ceiling or wall mounted mains light fitting



Rear Bedroom - Light switch



Rear Bedroom - single socket (1)



Rear Bedroom - single socket (2)



Kitchen - loose double socket