



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

**Statement of Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 24 (1) of the Housing (Scotland) Act 2006.**

**Chamber Ref: FTS/HPC/RP/21/1632**

**20 Craigston Drive, Dunfermline, KY12 0XE registered in the Land Register of Scotland under Title Number FFE85372 ("the Property")**

**The Parties:-**

**Miss Louise Broderick residing at 20 Craigston Drive, Dunfermline, KY12 0XE ("The Tenant")**

**Mrs Usha Gronbach residing at 1 Eastfield Road, Fauldhouse, Bathgate, EH47 9LE ("The Landlord")**

**Tribunal Members:**

**Jacqui Taylor (Chairman) and Andrew Murray (Ordinary Member)**

**1. Background**

The Tenant leases the Property from the Landlord in terms of the Tenancy Agreement between the parties, which had been produced. The Tenant applied to the Tribunal for a determination of whether the Landlord has failed to comply with the duties imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 ('the Act').

**2. Application**

The application stated that she considered that the Landlord had failed to comply with her duty to ensure that the Property meets the repairing standard. She advised that the Property was not wind and watertight and in all other respects reasonably fit for human habitation; the installations in the property 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; any fixtures, fittings and appliances provided by the landlord under the tenancy are not capable of being used safely for the purpose for which they are designed and the Property does not meet the tolerable standard.

In particular the application stated :-

2.1 Doors (front and back are not safe, the front door is cracked, very drafty and loses heat in colder weather).

- 2.2 Windows in living room, all bedrooms (leaking when raining, black mould appears every few months) they are not airtight.
- 2.3 Leak in bathroom sink or bath causing mould on cupboard ceiling.
- 2.4 Boiler leaking causing mould in cupboard.
- 2.5 Living room floor, massive hole in living room. Glue was provided at first but does not hold.
- 2.6 Kitchen floor, holes all cracked due to wear and tear, very old tiles.
- 2.7 Toilets do not flush properly all of the time, they constantly block.
- 2.8 Plaster loose on corners of the walls.
- 2.9 Some doors are falling off their hinges.

### **3. Notice of Acceptance**

On 15<sup>th</sup> July 2021, Martin McAllister, as Convenor of the First- tier Tribunal (Housing and Property Chamber), signed the Notice of Acceptance which stated that she had considered the application, comprising documents received between 7 July 2021 and 11 July 2021 and he referred the application under Section 22 (1) of the Act to a Tribunal.

### **4. Case Management Discussion**

This case originally called for a conference call Case management Discussion (CMD) at 10am on 8<sup>th</sup> September 2021. The Case Management Discussion was adjourned for the purpose of allowing the Landlord to instruct and have works carried out and to address the issues in the application and to provide evidence of the same to the Tribunal.

### **5. Inspection**

The Tribunal attended at the Property at 11.30 am on 22<sup>nd</sup> February 2022. Both parties were present at the inspection.

The Property 20 Craigston Drive, Dunfermline, KY12 0XE is a traditionally constructed 1980s semi-detached 2 storey dwelling in an estate of similar properties. The Property has a pitched timber roof with concrete tiling; brick external walls; timber framed doors and windows and pvc rainwater goods. Internally the accommodation comprises lounge, kitchen, bedrooms, bathroom and stairwell/hallways.

The Tribunal inspected the alleged defects and found:-

**5.1** Doors (front and back are not safe, the front door is cracked, very drafty and loses heat in colder weather).

The front door was ill fitting and cracked. It had been patch repaired. There was a new door in the hall of the property waiting to be fitted. The rear door of the property was in a wind and water tight condition.

5.2 Windows in living room, all bedrooms (leaking when raining, black mould appears every few months) they are not airtight.

The windows in the ground floor living room and first floor bedrooms were inspected internally and externally. The weather proof seals between the fixed sills and casement windows were of a spongy composite draught proofing type material. There were also gaps between the brickwork and timber sills externally. The window sills were showing evidence of water penetration and some mould staining was evident on the sills. The windows were generally in a poor decorative condition.

5.3 Leak in bathroom sink or bath causing mould on cupboard ceiling.

There was no evidence of a leak to the bathroom sink or bath at the inspection. The tenant advised that she had removed the mould staining.

5.4 Boiler leaking causing mould in cupboard.

The boiler cupboard was inspected and no leaks from the boiler were noted.

5.5 Living room floor, massive hole in living room. Glue was provided at first but does not hold.

There was no evidence of holes in the living room floor at the inspection. The tenant confirmed that the holes had been repaired.

5.6 Kitchen floor, holes all cracked due to wear and tear, very old tiles.

The kitchen floor was inspected and it was apparent that new vinyl flooring had recently been laid. The tenant pointed out that a section of the floor was slightly uneven.

5.7 Toilets do not flush properly all of the time, they constantly block.

The toilet was inspected and flushed at the inspection. It was in working order. The tenant advised that there was an intermittent fault.

5.8 Plaster loose on corners of the walls.

The plaster on the walls near the kitchen had recently been repaired and there was no evidence of any loose plaster.

5.9 Some doors are falling off their hinges.

The doors were inspected and the hinges were in working order. The tenant advised that the hinges had recently been replaced.

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

## **6.Hearing**

This case called for a conference call Hearing at 10.00am on 7<sup>th</sup> March 2022. Both parties attended. In connection with the matters detailed in the application the parties advised as follows:

**6.1** Doors (front and back are not safe, the front door is cracked, very drafty and loses heat in colder weather).

The Landlord advised that she had been having difficulty arranging for her contractor to install the replacement door. However she was hopeful that it would be repaired shortly.

**6.2** Windows in living room, all bedrooms (leaking when raining, black mould appears every few months) they are not airtight.

The Landlord advised that she has instructed her contractor to carry out the necessary repairs.

Mr Murray asked if her contractor could carry out a water test once the repairs had been completed and Mrs Gronbach confirmed that this would be arranged.

**6.3** Leak in bathroom sink or bath causing mould on cupboard ceiling.

Both parties confirmed that the repair had been satisfactorily completed.

**6.4** Boiler leaking causing mould in cupboard.

Both parties confirmed that the repair had been satisfactorily completed. Miss Broderick advised that she sent the Landlord weekly reports on the pressure of the boiler.

**6.5** Living room floor, massive hole in living room. Glue was provided at first but does not hold.

Both parties confirmed that the repair had been satisfactorily completed.

**6.6** Kitchen floor, holes all cracked due to wear and tear, very old tiles.

Both parties confirmed that the kitchen flooring had been replaced. Miss Broderick advised that there was part of the flooring that was not level. Mrs Gronbach confirmed that this would be repaired by her joiner.

6.7 Toilets do not flush properly all of the time, they constantly block.

Mrs Gronbach confirmed that she had adjusted the flushing mechanism of the toilet following the inspection. Miss Broderick confirmed that the toilet now properly flushed.

6.8 Plaster loose on corners of the walls.

Both parties confirmed that the repair had been satisfactorily completed.

6.9 Some doors are falling off their hinges.

Both parties confirmed that the repair had been satisfactorily completed.

## **7. Decision**

7.1 The Tribunal were satisfied that the repairs to the leak in the bathroom sink or bath; the repairs to the boiler; the repairs to the living room flooring and the kitchen flooring; the repair to the toilet flushing mechanism; the repair to the loose plaster of the kitchen walls and the repair to the door hinges had been satisfactorily completed and these items complied with the repairing standard.

7.2 In respect of the remaining items:

7.2.1 Doors (front and back are not safe, the front door is cracked, very drafty and loses heat in colder weather) and

7.2.2 Windows in living room, all bedrooms (leaking when raining, black mould appears every few months) they are not airtight.

The Tribunal have to determine if these items are wind and watertight and in all other respects reasonably fit for human habitation (Section 13(1) (a) of The Housing (Scotland) Act 2006).

The Tribunal make the following findings in fact:

- (i) the front door is ill fitting and cracked and is not wind and watertight.
- (ii) the windows in the ground floor living room and first floor bedrooms have defective weatherproof seals and there are gaps between the brickwork and timber sills externally and they are not wind and water tight.

7.3. The Tribunal accordingly determined that the Landlord has failed to comply with the duties imposed by Sections 13 (1)(a) of the Act.

8. The decision of the Tribunal was unanimous.

## 9. Appeal

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.

signed 

Chairperson

Date: 8<sup>th</sup> March 2022