

Housing and Property Chamber

First-tier Tribunal for Scotland



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

Statement of Decision: Housing (Scotland) Act 2006 Section 24(1)

Chamber Ref: FTS/HPC/RP/22/2289

Flat 7, 171 Bank Street, Coatbridge, ML5 1HA (“the Property”)

Parties:

Jennifer Lee, Flat 7, 171 Bank Street, Coatbridge, ML5 1HA (“the Tenant”)

McNinch Property Holdings Limited, The Albany, South Esplanade, St Peter Port, Guernsey (“the Landlord”)

Tribunal Members:

Josephine Bonnar (Legal Member)

Lori Charles (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) having made such enquiries as it saw fit for the purposes of determining whether the Landlord has complied with the Repairing Standard Enforcement Order (“RSEO”) relative to the property dated 17 November 2023, determined that the Landlord has complied with the order and that a certificate of completion to that effect should be issued.

Background

1. The Tenant lodged an application in terms of Section 22 of the 2006 Act stating that the Landlord has failed to meet the repairing standard in relation to the property. In particular, the application stated that there had been a leak from the roof leading to water ingress into the second bedroom. This had resulted in a large hole in the ceiling, through to the rafters. In addition, there was water ingress in the bathroom, due to a defective window, and loose tiles.

2. The parties were notified that an inspection and hearing would take place on 5 October 2022. Due to problems with service of the application on the Landlord, the inspection and hearing were re-scheduled for 9 November 2022 at 10am and 2pm, the latter by telephone conference call.
3. The Tribunal inspected the property on 9 November 2022 at 10am. Thereafter a hearing took place by telephone conference call at 2pm.
4. Following the inspection and hearing, the Tribunal determined that the Landlord had failed to ensure that the property complied with the repairing standard. A decision with statement of reasons was issued to the parties together with a Repairing Standard Enforcement Order ("RSEO"). The RSEO required the Landlord to do the following within 10 weeks of the Order being issued: -
 - (a) Instruct a suitably qualified window specialist to repair or replace the bathroom window, ensuring that it is wind and watertight, that the ironmongery is in proper working order and the window is capable of opening and closing securely.
 - (b) Instruct a suitably qualified roof and cladding contractor to undertake all required work to address water ingress at property, make good all damage to the ceilings within the property and carry out any redecoration required because of the water ingress or the work which is carried out.
 - (c) Fix the loose tiles in the bathroom.
5. The parties were notified that the Tribunal would re-inspect the property on 4 April 2023. The Tribunal attended on that date. Access was provided by the Tenant. The Landlord's representative, Emma Park, was also present. The Tribunal noted that the water ingress in the second bedroom had been addressed and the ceiling had been repaired but not painted. Water marks on the ceiling of the first bedroom had been covered with stain block paint but it had not been re-decorated. High moisture readings were noted in the bottom right-hand corner of the bathroom window. Normal readings were noted around the rest of the window. A new handle and lock had been fitted to the bathroom window and this now opened and closed properly. The tiles around the bath had been fixed. A re-inspection report with photographs was issued to the parties.
6. In response to the re-inspection report, the parties lodged written representations. The Landlord's representative provided a copy of an invoice in relation to roof repairs carried out to address water ingress. On 21 April she submitted photographs of the property and stated that the wall in the bathroom had been opened and found to be dry. She said

that it would be re-instated and painted and that the bedroom ceiling repairs were now complete. On 9 May 2023, the Tenant notified the Tribunal that the bulk of the work was now complete and that only some cosmetic issues were outstanding, namely a crack in a bathroom tile and the cut away at the bathroom window where investigations had been carried out. On 11 May 2023 the Landlord's representative said that all work, including the cosmetic finishes, had been completed. This was confirmed by the Tenant also on 11 May 2023. She stated that the work had all been carried out that day.

Findings in Fact

7. The bathroom window has been repaired and is in proper working order.
8. The bathroom is no longer affected by water ingress or dampness.
9. Loose tiles in the bathroom have been fixed.
10. The roof at the property has been repaired.
11. The property is no longer affected by water ingress.
12. The ceiling in both bedrooms has been repaired and re-instated.

Reason for decision

13. The Tribunal considered the condition of the property at the re-inspection and the submissions lodged by both parties.
14. The Landlord provided a statement/invoice from a roofing contractor regarding extensive repairs carried out at the property. Although no details of the work were provided, the water ingress has resolved since the work was completed. This was confirmed by the Tenant. At the re-inspection, the Tribunal noted that both bedrooms appeared to be free of water ingress and the ceilings have been repaired. Since the re-inspection, both parties have also confirmed that the re-decoration of the ceilings has also been completed.
15. During the re-inspection of the property, the Tribunal noted that loose tiles in the bathroom have been repaired. A new lock and handle had also been fitted to the window, and this is now in proper working order. Apart from the bottom right-hand corner, moisture readings round the

window were within normal levels. Since the re-inspection, the Landlord has investigated the higher reading in the corner of the window frame and established that it is now dry. The Tenant has informed the Tribunal that all work, including redecoration and cosmetic finishes, have now been completed.

16. The Tribunal is therefore satisfied that, although the work was not completed within the time specified in the RSEO, the Landlord has now complied with the RSEO and that a certificate of completion should be issued.

Decision

17. The Tribunal determined that the Landlord has complied with the RSEO.

18. The decision of the Tribunal is unanimous.

Right of 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.

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.

J Bonnar

Josephine Bonnar, Legal Member:

23 May 2023