

Housing and Property Chamber

First-tier Tribunal for Scotland



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

STATEMENT OF DECISION OF THE HOUSING AND PROPERTY CHAMBER OF THE FIRST-TIER TRIBUNAL FOR SCOTLAND UNDER SECTION 60(5) OF THE HOUSING (SCOTLAND) ACT 2006

Chamber Ref: FTS/HPC/RP/22/4179

Sasine Register: ANGUS 34755

**Flat 9, 67 Seagate, Dundee DD1 2EH
("the Property")**

The Parties:-

**Mr Gavin Ross and Mr Jussi Aalto-Gallacher, Flat 9, 67 Seagate, Dundee
DD1 2EH
("the former Tenants")**

**Sale Developments Limited, having its registered office at Westburn
House, near Dunning, Perth, Perthshire PH2 0QY c/o Rockford
Properties, 50 Castle Street, Dundee DD1 3AQ
("the Landlord")**

The Tribunal

**Richard Mill (Legal Member)
David Godfrey (Ordinary Member)**

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") unanimously determined that the Landlord has complied with the Repairing Standard Enforcement Order in respect of the Property made on 9 February 2022 and that a Certificate of Completion should be issued in terms of Section 60(5) of the Housing (Scotland) Act 2006.

Background

1. The Tribunal made a Repairing Standard Enforcement Order (RSEO) dated 12 April 2023 which required the Landlord:-
 1. To produce an Electrical Installation Condition Report (EICR), postdating the tribunal's inspection on 11 April 2023, from a SELECT, NICEIC or NAPIT accredited electrician in respect of the property, containing no Category C1 or C2 items of disrepair, which also refers to the provision for smoke and heat detection in accordance with Scottish Government guidance.
 2. To ensure that the property is wind and watertight and, in particular, to replace all roof materials, fixtures and fittings as necessary and to make the roof watertight and to ensure that there is no likelihood of water ingress to the property.
 3. To install a dehumidifier to reduce the levels of moisture in the property; the costs associated with powering the dehumidifier to be met at the landlord's expense.
 4. To make good the internal condition and decoration of the property damaged by water ingress, to include repairing or replacing all necessary plaster ceilings and walls cracked and damaged and to thereafter redecorate to ensure there is no water staining.
 5. To remove and treat all areas of mould on all surfaces and finishes, including all carpets and other furnishings.
2. The following documents have been produced by the landlord:-
 - a. An Electrical Installation Condition Report (EICR) prepared by CARE Electrical Contractors Ltd, NICEIC member dated 19/04/2022. The overall assessment of the installation is stated to be satisfactory with no category C1 or C2 items of disrepair. Three C3 category issues were noted.
 - b. Evidence of an email sent to the tenants in respect of the offer to reimburse them for the electrical costs of running the dehumidifier has been produced.
 - c. An invoice issued corresponding to the cleaning of the property including the removal of mould.
 - d. A selection of photographs of the internal condition of the property.

3. The Tribunal reinspected the property on 6 July 2023. Reference is made to the reinspection photo schedule which is attached to this decision which evidences:
 - a. The common roof works to the block were ongoing but all roof works above the property were complete and the property was wind and watertight.
 - b. Plastering and redecoration to make good the internal condition of the property after the damage caused the former water ingress was underway but not yet complete.
 - c. The furnishings had been cleaned and there was no evidence of mould.
4. The Tribunal received confirmation from the tenants by email on 18 April 2023 that they had left the property. They no longer have any active interest and are no longer formal parties to the application. The Tribunal continued consideration of the application to ensure that the RSEO was certified as complete as soon as reasonably practicable.
5. Works were not fully complete at the time of the Tribunal's inspection on 6 July 2023 but the Tribunal was importantly satisfied that the property was now wind and watertight and that the remainder of the required works had been commenced and were close to completion. It was agreed with the landlord's agent that subject to further documentary evidence including photographs being produced within 14 days evidencing completion that the RSEO would be discharged. The required documentation as aforementioned was thereafter produced timeously.
5. The Tribunal was satisfied on the basis of the evidence of the condition of the property at the time of the re-inspection on 6 July 2023 together with the subsequently produced documentary evidence that there were no outstanding issues arising from the RSEO. The property now meets the repairing standard. The Tribunal accordingly determined that the landlord has complied with the Repairing Standard Enforcement Order made on 12 April 2023 and that a Certificate of Completion should in these circumstances be issued.

Right of Appeal

6. In terms of Section 46 of the Tribunals (Scotland) Act 2014, a party 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.

7. 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.

In witness whereof these presents type written on this and the preceding page(s) are executed by Richard George Mill, solicitor,
legal member of the Tribunal at Edinburgh on 20 July
2023 before this witness:-
R Mill

_____ Legal Member
C McNaught

_____ Witness

CATHY MCNAUGHT Name