



**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**

**Reference number: FTS/HPC/RP/23/1055**

**Land Register Title number LAN52429**

**Re: Property at 58 Park Lane, Blantyre, G72 9AS (“the Property”)**

**The Parties:**

**Mr Robert Watt and Mrs Elizabeth Watt (“the Applicants/Tenants”)**

**Mrs Nicola Muirhead (“the Respondent/Landlord”)**

**James Bauld (Chairman) and Nick Allan (Ordinary Member)**

**Background**

1. By application initially lodged on 2 April 2023 the applicants as tenants of the property made an application to the First Tier Tribunal (Housing and Property Chamber) indicating that they believed that the respondent who is the landlord was failing to comply with the duty imposed on her by section 14 (1) (b) of the Housing Scotland Act 2006 (hereinafter referred to as “the 2006 Act”). They complained that the property did not meet the repairing standard set out in the 2006 Act.
2. On 2 May 2023 the tribunal determined that the application could be referred to the tribunal for determination.

3. An inspection and hearing were subsequently arranged to take place on 14 July 2023 and appropriate intimation of the time and date was sent to all parties.

### **The inspection**

4. The tribunal members attended at the property on 14 July 2023 at 10.00 a.m. to carry out an inspection. Mr Robert Watt, one of the tenants was present. The landlord was also present.
5. The tribunal carried out an inspection of the property. A schedule of photographs prepared by the ordinary member of the tribunal is attached to this decision.
6. During the inspection the tribunal members observed the condition of the property with particular reference to the issues of disrepair alleged by the tenants
7. The outstanding issues at the date of the inspection related to defective gutters, the shed in the garden, rear step at the patio door, a leak from the upstairs bathroom into the kitchen and the lack of safety catches on bedroom windows

### **The hearing**

8. The hearing took place on 14 July 2023 at 2.00 p.m. by telephone case conference.
9. The tenants both joined the telephone case conference as did the landlord
10. At the hearing the parties were questioned by the tribunal with regard to the observations which had been made at the inspection. It was noted that parties were generally in agreement that certain repairs were required and the landlord was willing to arrange these works.

### **Observations and findings in fact**

11. The property is two storey mid terraced dwelling. It is approximately 60 years old. It is of brick construction, rendered externally with a pitched and tiled roof.
12. Internally the property comprises of a living room and kitchen on the ground floor with two bedrooms and a bathroom on the first floor.

13. There was a gas fired central heating system.
14. The gutters at both front and rear are defective. Evidence of water staining to the rendering of the front elevation and the access steps leading to the front door could be seen.
15. The timber roof of the shed was rotten. The door to the shed was rotten and crudely patched. The shed was not wind and watertight.
16. There was significant area of water damage on the kitchen ceiling consistent with a previous leak from the bathroom which was directly above the kitchen. The sealant around the bath was of poor quality.
17. There were no safety catches on any of the windows in the two bedrooms or bathroom upstairs.
18. The rear patio doors had steps only on one side (see photo 11 of attached schedule). The frame of the door was damaged. There was no safety handrail on the steps.

### **Discussion at the hearing**

19. At the hearing, the tribunal sought the views of the parties in respect of each of the items of alleged disrepair. The tribunal members had noted that during the inspection that parties seemed to be discussing matters in a reasonable and amicable manner and that the landlord seemed to accept that works needed to be carried out.
20. With regard to the gutters it was accepted by the landlord that they were defective and she intended to replace and renew them. The tenants indicated they would be content with that being done.
21. The landlord accepted that the roof and door of the shed were rotted and that the shed did not meet the requirements of the repairing standard. It was suggested by the chairing member that an identical replacement shed would be nigh impossible to obtain today and that it may need to be replaced by a more modern shed of approximately the same proportions. The landlord indicated she would be willing to do that and again the tenants indicated their approval of such action. It was pointed out by the Ordinary member that the roof and the door of the shed could be repaired with new timbers, leaving the existing concrete paneled structure in place.
22. The landlord indicated that the patio doors had been installed in 2019 and that the works had never been fully completed. She was unhappy with the

29. The tribunal thanks all parties for their assistance at the inspection and at the hearing which were both conducted in an amicable and positive manner.
30. The tribunal has no hesitation in deciding that this property does not presently meet the repairing standard set out in the legislation. It requires a number of works to bring it up to standard. The Landlord has failed to comply with the duty imposed by Section 14 (1) (b) of the Housing (Scotland) Act 2006 ("the 2006 Act").
31. In terms of section 24(2) of the 2006 Act, where a tribunal determines that a landlord has failed to comply with the relevant duty, the tribunal must issue a repairing standard enforcement order requiring the landlord to carry out such works as are necessary to ensure the house meets the repairing standard.
32. The tribunal accordingly proposes to make a repairing standard enforcement order requiring the landlord to undertake a number of works.
33. These works will include the requirement to instruct an appropriately qualified electrician to carry out a full inspection of the electrical installations and apparatus throughout the property and to produce an appropriate electrical installation condition report to the tribunal.
34. The order will also require that the landlord instructs a Gas Safe registered engineer to undertake a full inspection of all gas fittings and appliances and to repair and renew any parts which are identified within that report as requiring repair or replacement. The landlord will require to provide a gas safety certificate to the tribunal which meets the current standards.
35. To replace the guttering to the front and rear elevations to the house.
36. To effect repairs to the shed to render it wind and watertight or to remove the shed and replace it with a shed of similar external and internal proportions, said shed to be wind and watertight.
37. To effect repairs to the frame of the patio doors and carry out additional works to install stairs or decking to ensure that egress from the patio doors to the garden can be taken safely.
38. Instruct an inspection of the bathroom pipework and sealants around the bath by an appropriately qualified person to ascertain whether any works are required to prevent future water egress from the bathroom to the kitchen below, to note the terms of any report of such inspection and to carry out any works thereby recommended and thereafter to repair the kitchen ceiling including internal redecoration.
39. The appropriate repairing standard enforcement order is attached to this decision.
40. The tribunal notes that the tenants require a modest period of notice of three

days in respect of any planned works and encourages parties to continue to cooperate to ensure that access for works is granted and that the works can proceed.

41. The decision of the tribunal is unanimous.

J Bauld

Signed

Date *26 July 2023*