

# Housing and Property Chamber

## First-tier Tribunal for Scotland

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

**Statement of Decision: Housing (Scotland) Act 2006 Section 25(1)**

**Chamber Reference: FTS/HPC/RT/19/2579**

**345 Glasgow Road, Longcroft, FK4 1QR (“the property”)**

**The Parties:**

**Falkirk Council, Suite 1, The Forum, Callendar Business Park, Falkirk, FK1 1XR (“the Third Party”)**

**Stuart Buchanan, 8 Hillhead Avenue, Banknock, Falkirk, FK4 1JN (“the Landlord”)**

**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 14 November 2019, determined that the Landlord has complied with the order and that a certificate of completion to that effect should be issued.**

**The Tribunal comprised: -**

**Mrs Josephine Bonnar, Legal Member**

**Ms Carol Jones, Ordinary Member**

**Background**

1. The Third Party applied to the First-tier Tribunal for Scotland (Housing and Property Chamber) for a determination of whether the Landlord had failed to comply with the duties imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 (“the Act”). The Application stated that the Third Party considered that the Landlord had failed to comply with his duty to ensure that the house meets the

repairing standard. Specifically, the Third Party stated that the Landlord had failed to ensure that (i) The house is wind and watertight and in all other respects reasonably fit for human habitation, (ii) The structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order, (iii) Any fixtures, fittings and appliances supplied by the Landlord under the tenancy are in a reasonable state of repair and in proper working order, (iv) The house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire, and also states that (v) The house does not meet the tolerable standard. The Third Party complained of;- (1) Living room – no smoke detector, front door not watertight and lock broken, (2) Kitchen – no heat detector, pilot light on gas cooker faulty, (3) Hall –door is ill fitting and not watertight and the internal frame is loose, (4) Bathroom – leak at shower fittings causing water damage to wall in hall, flooring under bathroom tiles and under hall carpet (5) Downstairs bedroom – broken wall light fitting, patio door cannot lock and no key provided, (6) Upstairs bedroom – leak from roof allowing water ingress (7) Exterior rear – loose and missing slates at chimney, rendering on chimney damaged, leaking guttering, (8) Exterior front – gate missing, missing/loose roof tiles, gap in window sill, foliage in gutter. The application also stated that no EICR had been provided. The application further stated that the Tenant wished to be treated as a party to the application.

2. The First-tier Tribunal for Scotland served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act on 12 September 2019. The parties were notified that an inspection would take place on 1 November 2019 at 11.30am and that a hearing would take place on 1 November 2019 at 2pm at STEP Stirling, Stirling Enterprise Park, John Player Building, Stirling. On 20 September 2019 the Third Party notified the Tribunal that the former tenant had vacated the property and confirmed that they wished to continue with the application.
3. The Tribunal inspected the property on 1 November 2019 at 11.30am. The Landlord was present together with his partner, Amanda Newton. Mr Craig Beatt attended on behalf of the Third Party. Thereafter the Tribunal held a hearing at STEP Stirling, Enterprise Park, Stirling. Mr Buchanan, Ms Newton and Mr Beatt attended. Following the inspection and hearing the Tribunal proceeded to issue the RSEO. This required the Landlord to carry out certain specified work to the property within 8 months of the order being issued to the parties.
4. On 2 July 2020, the Landlord notified the Tribunal that he had been unable to complete the work due to the impact of COVID 19 and his own health issues. He requested additional time. The Tribunal

requested further information from him to consider the request, but no response was received.

5. Under normal circumstances, the Tribunal would have arranged for the Ordinary Member to carry out a re-inspection of the property to assist in the decision by the Tribunal on compliance by the Landlord with the RSEO. Unfortunately, this was delayed due to the COVID 19 pandemic. A case management discussion (“CMD”) was arranged to discuss further procedure in the case. Prior to the CMD the Landlord lodged written submissions which stated that the work had not been carried out for several reasons.
6. The CMD took place on 21 January 2021. The Landlord participated. The Third Party was represented by Mr Beatt. Mr Buchanan told the Tribunal that the only work carried out so far at the property had been the stripping out of the bathroom and the fitted wardrobes on the adjoining hall. He had been unable to do anything else for the reasons stated in the written submission. Mr Buchanan advised the Tribunal that he was self-employed but was due to become an employee of the company he was working for. Once this happened, he would be able to apply for a mortgage or loan to do the work. He intended to do most of it himself but would instruct a contractor for the roof and chimney. He advised that he needed at least a further 6 months to do the work and confirmed that 9 months would be better. He also confirmed that it is his intention to move into the property when the work is completed, rather than letting it out. He stated that the property is currently unoccupied. Mr Beatt advised the Tribunal that he had no objection to a variation of the RSEO to allow a further 9 months for completion of the work.
7. Following the CMD the Tribunal granted a variation of the RSEO and extended the time for completion of the work until 21 October 2021.
8. The Tribunal re-inspected the property on 3 December 2021. Access was provided by Mr Buchanan. The Third Party did not attend. The Tribunal noted that the property was in the process of being refurbished. Materials for a new kitchen were being stored there. The property was largely unfurnished and Mr Buchanan stated that he only stayed there from time to time. The Tribunal noted that parts 1 to 4, 6 to 9 and 12 of the RSEO appeared to have been completed. A new door had not been installed, although a new pvc panel had been fitted into the existing door with a new letterbox. The door could be opened but significant force was required to close and lock it. The Tribunal noted that battery operated smoke and heat detectors had been installed. These were not hard wired or interlinked. No minor works certificate or up to date EICR had been provided. A re-inspection report was issued to the parties.

9. On 24 December 2021, Mr Buchanan sent an email to the Tribunal saying that interlinked smoke and heat detectors had now been installed. A door contractor had been arranged for mid-January 2022 and a new EICR would be obtained in the New Year. On 19 January 2022, Mr Buchanan advised that the front door had been adjusted but that he had been unable to arrange for an electrician to attend due to COVID 19 and the fact that he has been working away from home. He requested a further extension of time. No representations were received from the Third Party. The Tribunal granted a variation of the RSEO, extending the time for completion of the work until 30 March 2022.
10. A re-inspection of the property was arranged for 25 May 2022. Prior to the re-inspection, the Landlord submitted an EICR dated 28 March 2022. This indicates that the electrical installation is satisfactory but a C2 (potentially dangerous) observation was made in the report, namely “bonding required to gas main”. During the re-inspection, the Landlord advised that he had arranged for this issue to be repaired after the EICR had been issued and could provide a minor works certificate to confirm the position. The Tribunal noted that an adjustment had been made to the front door which now opens, closes, and locks properly. The Tribunal also noted that wireless interlinked smoke and heat detectors had been installed in the living room, ground floor hall, upper landing, and kitchen. These were tested and found to be in working order.
11. Following the re-inspection, a re-inspection report was issued to the parties. On 13 June the Landlord submitted a minor works certificate dated 2 April 2022 in relation to “Earth bond to central heating”. A copy of this was also sent to the Third Party. No further representations were received from either party.

## **Reasons for decision**

11. The Tribunal considered the condition of the property at the re-inspections and the further information and documents provided by the Landlord.
12. The Tribunal noted that most of the work specified in the RSEO had been completed before the re-inspection which took place on 3 December 2021. The Landlord had replaced the locking mechanism on the patio doors and the seal on the base of the side door. This is now wind and watertight. The ignition pilot light on the cooker hob had been repaired. Various roof repairs had been carried out – missing slates replaced; new roughcast to chimney; repairs to lead water gate above dormer window and gutters and rainwater goods

replaced. Internal damage to the upper bedroom had been made good and there was no evidence of dampness or water ingress around the dormer window. A new light fitting had been installed in the ground floor bedroom and the window re-sealed. New bathroom fittings and vinyl flooring had been installed in the bathroom, which had addressed the leak. The damaged plasterboard had been removed along with the fitted wardrobes

13. Since the re-inspection on 3 December 2021, the Landlord has arranged for the outstanding work to be completed including an adjustment to the front door, so that it operates properly and the installation of regulation compliant smoke and heat detectors. The Landlord has also provided the Tribunal with a satisfactory EICR and minor works certificate for the one item of concern noted on the EICR.

14. In the circumstances, the Tribunal determines that the Landlord has complied with the RSEO and that a certificate of completion should be issued.

### **Decision**

15. The Tribunal determined that the Landlord has complied with the RSEO and that a certificate of completion should be issued.

16. 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.