



**Decision with Statement of Reasons for Certificate of Completion of Work :  
Housing (Scotland) Act 2006 Section 60**

**Reference number: FTS/HPC/RP/22/0914**

**Re: Property at 16c Elizabeth Crescent, Glasgow G46 7HN (registered under title number REN91980) (“Property”)**

**The Parties:**

**Konstantin Karnejenko, 16c Elizabeth Crescent, Glasgow G46 7HN (“Tenant”)**

**Annette Munro, 15 Paidmyre Crescent, Newton Mearns, Glasgow G77 5AG (“Landlord”)**

**Tribunal Members :**

**Joan Devine (Legal Member); Nick Allan (Ordinary Member)**

**DECISION**

The First-tier Tribunal for Scotland (Housing and Property Chamber) (‘Tribunal’), having made such enquiries as are fit for the purposes of determining whether the Landlord has complied with the Repairing Standard Enforcement Order dated 11 July 2022 (“RSEO”) in terms of Section 26(1) of the Housing (Scotland) Act 2006 (“the Act”), decided that the works specified in the RSEO have been completed to the satisfaction of the Tribunal, and grants a Certificate of Completion to the effect of discharging the RSEO.

**Background**

1. On 11 July 2022 the Tribunal issued a determination that the Landlord had failed to comply with her duties under section 14(1)(b) of the Act. On the same date the Tribunal issued the RSEO. Reference is made to the terms of the RSEO which required the Landlord to carry out the works specified therein within 6 weeks of the date of service of the RSEO.
2. Following the expiry of the time limit, the Tribunal carried out a re-inspection of the Property on 19 October 2022 and prepared a re-inspection report dated 31 October 2022.

3. A copy of the report was sent to the Landlord and the Tenant. The Tenant responded to the reinspection report by submitting a written representation form dated 16 November 2022 ("Response"). In the Response the Tenant requested a Hearing and said that he agreed with the reinspection report but thought the repair was not fully completed. In the Response the Tenant stated :
- *The bathroom light installation does not comply with the for electrical installations in high humidity areas*
  - *In the kitchen, the silicone sealing that covers the seams is black from mould caused by flood in and it falls off. There are holes in the ceiling from which water was dripping during the floods.*
  - *In the hall there are clearly visible on the paint water traces from the floods.*
4. In the Response the Tenant made reference to the repairs reporting system operated by the Landlord's letting agent and suggested that dates in the system were changed. In the Response the Tenant said that a rent relief order should be made and provided details of the impact on him of the requirement for repairs in the Property. He said that an appropriate percentage was 90%.

### **Hearing**

5. A Hearing took place on 8 March 2023. The Tenant was present along with Marina Belokurov who said that she would speak on behalf of the Tenant. The Landlord was present along with Jane Robertson of Thomson Residential. The Tribunal explained the purpose of the Hearing and the provisions of section 26 (1) and (2) of the Act. The Tribunal referred to Parties to the works required by the RSEO which were :
- 1. Appoint a suitably qualified specialist to undertake all works necessary to remove the mould in the hall ceiling, make good the ceiling and any woodwork affected by mould including all necessary redecoration.**
  - 2. Appoint a suitably qualified specialist to undertake all works necessary to make good the staining caused by mould in the bathroom ceiling including all necessary redecoration.**
  - 3. Appoint a suitably qualified specialist to undertake all works necessary to make good the staining caused by water ingress in the kitchen ceiling including all necessary redecoration.**

6. The Tribunal asked Ms Belokurov to explain why the Tenant was of the view that the works in item 1 of the RSEO had not been completed. She said that the contractor did not treat the mould underneath the ceiling. The Tribunal noted that there was no mould visible at the reinspection on 19 October 2022 and none visible in the photographs in the reinspection report. Ms Belokurov said that the mould had returned. The Landlord said that she had not been told that the mould had returned. She said that the invoice from her contractor, Key Care, said that they had cut out the area of the damaged hall ceiling, repaired it with plaster board, painted the ceiling white and repapered to match existing.
7. The Tribunal asked Ms Belokurov to explain why the Tenant was of the view that the works in item 2 of the RSEO had not been completed. She said that the boards on the bathroom ceiling had not been removed. She said that the ceiling was damp and the boards were bent. She said the bathroom was not safe to enter. The Tribunal noted that there was no staining visible at the reinspection on 19 October 2022 and none visible in the photographs in the reinspection report. Ms Belokurov said that there was no staining but the boards were bent. The Landlord said that her contractor had carried out the necessary works. She said that the invoice from Key Care said that they had cleaned the mould on the bathroom ceiling, repaired the area of missing timber beading on the ceiling, filled the gaps at the ceiling junction, painted with mould proof paint, regrouted tiles as required and re-siliconed around the bath. She said the sum charged was £996.50 plus vat.
8. The Tribunal asked Ms Belokurov to explain why the Tenant was of the view that the works in item 3 of the RSEO had not been completed. She said that the Tenant would explain. He said that after the flood the silicon was black above the cooker where the ceiling connects to the wall. The Tribunal noted that there was no black stained silicon visible at the reinspection on 19 October 2022 and none visible in the photographs in the reinspection report. The Landlord said that the ceiling in the kitchen had been painted white, the missing wall tile had been replaced and the silicon had been removed and replaced where the coving meets the wall.
9. As regards a rent relief order Ms Belokurov said that a rent relief order should be made as it took 3 years for the repairs to be carried out. She said that requests for the work to be done had been ignored. She said there was evidence that data on the letting agent's repair system had been changed. She said that the Tenant had been caused stress. She said that the lack of smoke alarms was a fire hazard. The Tenant said that there had been no smoke alarms in the Property for 3 years. The Tribunal noted that in their Decision dated 11 July 2022 it was recorded that the provision of smoke and heat detectors in the Property was satisfactory and that the Tenant told the Tribunal that the Landlord had carried

out the necessary works regarding smoke detectors. The Landlord said that the first flood was in 2021. In those circumstances she could not accept that it took 3 years for repairs to be carried out. She said that she took her responsibilities as a landlord very seriously and ensured that appropriate inspections were carried out annually. She said she had been caused stress by the situation and had not been paid rent for the Property for some time. She noted that the Tenant had fitted electrical sockets himself without authorisation.

### **Findings in Fact**

The Tribunal made the following finding in fact:

1. The works listed in the RSEO had been carried out in full.

### **Reasons for the Decision**

10. The Tribunal determined to issue a Certificate of Completion to the effect of discharging the RSEO. The Tribunal declined to make a rent relief order. It was apparent from the Tribunal's reinspection of the Property on 19 October 2022 that the mould had been removed from the hall ceiling and the ceiling had been made good, the staining on the bathroom and kitchen ceilings had been removed and appropriate redecoration had been carried out. The works set out in the RSEO had been completed.

### **Right of Appeal**

**In terms of Section 46 of the Tribunal (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.**

**9 March 2023**