



**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 60(5) of the  
Housing (Scotland) Act 2006**

**Chamber Ref: FTS/HPC/RP/22/4369**

**33 Bon Accord Crescent, Shotts, ML7 4EA being the subjects registered  
in the Land Register of Scotland under Title Number LAN140092 ("the  
Property")**

**The Parties:-**

**Mrs Mary Craig residing at 33 Bon Accord Crescent, Shotts, ML7 4EA  
("The Tenant")**

**Miss Lisa Craig residing at Flat 3/1, 15 Dixon Avenue, Glasgow, G42 8EB  
("The Tenant's Representative")**

**Andrew Sneddon residing at 9 Stanmore Gardens, Lanark, ML11 7RZ  
("The Landlord")**

**Tribunal Members:**

**Jacqui Taylor (Chairperson) and Mike Links (Ordinary Member)**

**1. Background**

1.1 The Tenant leases the Property from the Landlord in terms of the Minute of Agreement between the parties dated 6<sup>th</sup> and 11<sup>th</sup> February 2004.

1.2 The Tenant applied to the Tribunal for a determination of whether the Landlord has failed to comply with the duties imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 ('the Act').

**2. Application**

The application by the Tenant dated 9<sup>th</sup> January 2023 stated that she considered that the Landlord has failed to comply with her duty to ensure that the Property meets the repairing standard. She advised that the Property is not wind and watertight and in all other respects reasonably fit for habitation; the structure and exterior of the Property (including drains, gutters and external pipes) are not in a reasonable state of repair and proper working order; the installations in the Property for the supply of water, gas and electricity and for sanitation, space heating and heating water are not in a reasonable state of repair and proper working order and the Property does not meet the tolerable standard.

In particular the application stated that the work that needed to be carried out was as follows:

2.1 The slates on the side of the house have slipped.

2.2 The guttering that was recently fitted has twisted at the front.

2.3 The guttering at the back of the building is leaking heavily at the join for the down pipe.

2.4 The porch has a leak in the roof; water is dripping through the light fitting and causing damp in the porch ceiling and the porch floor gets wet. There is also damage to roof in porch.

2.5 The guttering round the porch blew off in the high winds last winter.

2.6 The cistern in the upstairs toilet has an issue with water filling continuously.

2.7 The front door has slipped on the hinge and there is a clearly visible gap in the front door which is no longer wind or water tight.

The Application was accompanied by photographs of the defects.

### **3. Notice of Acceptance**

On 23<sup>rd</sup> January 2023, Martin McAllister, as Convenor of the First- tier Tribunal (Housing and Property Chamber), signed the Notice of Acceptance which stated that he had considered the application, comprising documents received between 12<sup>th</sup> December 2022 and 12<sup>th</sup> January 2023, and he referred the application under Section 22 (1) of the Act to a Tribunal.

### **4. Inspection**

The Tribunal, attended at the Property at 10.00 am on 3<sup>rd</sup> April 2023.

The Tenant, Mary Craig and her daughter and representative Lisa Craig were present at the inspection. The Landlord did not attend and was not represented.

The Property is a two storey semi detached house comprising two public rooms. A bedroom and kitchen with porch on the ground floor and three bedrooms and bathroom on the upper floor. There is a detached wooden garage in the rear garden.

The Property appears to be of traditional construction with cavity walls finished in stone externally, estimated to be in the region of 85 years old or thereby. The roof is pitched and finished with slate.

The Tribunal inspected the repairs detailed in the application and found as follows:

4.1 The slates on the side of the house have slipped.

A number of slates on the side slope of the roof have slipped and one of the ridge tiles is missing. Mr Links carried out a head and shoulders inspection of the roof space and could see daylight through the roof in the area where the tiles have slipped.

4.2 The guttering that was recently fitted has twisted at the front.

The plastic guttering to the front of the Property is twisted and is incapable of allowing the discharge of rainwater to the downpipes.

4.3 The guttering at the back of the building is leaking heavily at the join for the down pipe causing damp in the bathroom.

The guttering at the rear of the Property does not connect to the downpipe. There is green mould on the rear wall of the Property. There is mould on the bathroom ceiling. The area where the mould is situated was tested with a damp meter and was found to be dry.

4.4 The porch has a leak in the roof; water dripping in through light fitting and causing damp in the porch ceiling and wet floor and damage to roof in porch.

The porch has a lean to roof with a felt covering. There is flashing between the porch roof surface and the rear wall of the Property. The flashing has a hole in it which is causing water to seep into the ceiling of the porch. On the internal surface of the porch ceiling there is black mould. The area where the mould is situated was tested with a damp meter and was found to be dry.

4.5 The guttering round the porch blew off in the high winds last winter.

The guttering to the rear porch is not complete. There are no corner junctions and the guttering is not connected to a downpipe.

4.6 Cistern in the upstairs toilet.

Lisa Craig advised that there had been a leak of sewerage from the upstairs toilet through the kitchen ceiling. She had notified the landlord of the leak but he had not arranged the repair. Due to the urgency of the situation she had arranged the repair herself.

4.7 The front door has slipped on the hinge and there is a clearly visible gap in the front door which is no longer wind or water tight.

The front door is ill fitting and catching on the door frame when it is operated. There is also a gap between the kick plate and the door frame.

The photographs taken at the inspection are attached as a Schedule to this Decision.

## **6. Hearing**

This case called for a conference call Hearing at 14.00 on 3<sup>rd</sup> April 2023.

Mrs Mary Craig and Miss Lisa Craig attended. The Landlord did not attend and was not represented.

The Landlord had been notified of the hearing by recorded delivery letter from the Tribunal Administration dated 9<sup>th</sup> February 2023. The Landlord had signed for the letter on 10<sup>th</sup> February 2023.

The Tribunal were satisfied that the requirements of Tribunal Rule 29 had been met and proceeded with the hearing.

Lisa Craig acknowledged that Andrew Sneddon is the owner of the Property and the Minute of Agreement between the parties dated 6<sup>th</sup> and 11<sup>th</sup> February 2004 obliges Andrew Sneddon to acknowledge the right of Mary Craig to occupy the Property. She agreed that the application should be amended such that Andrew Sneddon is the sole Landlord.

In connection with the matters detailed in the application Lisa Craig advised as follows:

6.1 The slates on the side of the house have slipped.

Lisa Craig referred the Tribunal to the photograph of the attic she had provided which showed there was daylight showing through the slates.

6.2 The guttering that was recently fitted has twisted at the front.

Lisa Craig explained that the water flows over the guttering at the front of the Property and down the front wall.

6.3 The guttering at the back of the building is leaking heavily at the join for the down pipe causing damp in the bathroom.

Lisa Craig explained that the water flows over the guttering at the rear of the Property and down the rear wall. She referred to the green mould that is on the rear of the Property. She suspects the leaking guttering is causing the mould to the bathroom ceiling.

6.4 The porch has a leak in the roof; Water dripping in through light fitting and causing damp in the porch ceiling and the floor to get wet. There is also damage to roof in porch.

Lisa Craig explained that when it is raining the water seeps through the ceiling of the porch down through the electric light fitting and her mother has to collect the water with a bucket.

6.5 The guttering round the porch blew off in the high winds last winter.

Lisa Craig explained that the guttering to the rear porch blew off over a year ago in the high winds and she had arranged for a temporary repair to be carried out. The guttering is not complete.

6.6 Cistern in the upstairs toilet.

Lisa Craig advised that she had arranged for the toilet cistern to be repaired as it was an emergency situation with sewerage seeping through the kitchen ceiling.

6.7 The front door has slipped on the hinge and there is a clearly visible gap in the front door which is no longer wind or water tight.

Lisa Craig confirmed that the front door does not fit on its hinges properly and there is a gap between the door and the door frame.

## 7. Decision

7.1 The Tribunal made the following findings in fact:

7.1.1 A number of the slates on the section of the roof at the side of the Property have slipped and daylight can be seen through the section of the roof where the slates are missing.

7.1.2 The guttering to the front of the Property is twisted.

7.1.3 The guttering at the back of the Property does not connect to the downpipe that is situated in the middle of the rear wall of the Property.

7.1.4 There is green mould on the rear wall of the Property.

7.1.5 There is black mould on the bathroom ceiling.

7.1.6 The bathroom ceiling is not damp.

7.1.7 The porch has a lean to roof with a felt covering and flashing between the roof surface of the porch and the rear wall of the Property. The flashing has a hole in it.

7.1.8 There is black mould on the porch ceiling.

7.1.9 The porch ceiling is not damp.

7.1.10 The guttering around the porch is not complete. There are no corner junctions and the guttering is not connected to a downpipe.

7.1.11 The front door has slipped on the hinge and there is also a gap between the kick plate and the door frame.

7.1.12 The toilet cistern has been repaired.

7.2 The Tribunal made the following determinations in relation to the following provisions of the Repairing Standard:-

Section 13(1)(a) of the Housing (Scotland) Act 2006: The Property is not wind and watertight and in all other respects reasonably fit for habitation.

The condition of:-

- (i) The slipped slates on the side section of the roof of the house;
  - (ii) The damaged flashing on the porch roof;
  - (iii) The front door which has slipped on the hinge and
  - (iv) The gap between the front door kick plate and the door frame
- result in these items not being wind and water tight.

Section 13(1)(b) of the Housing (Scotland) Act 2006: The structure and exterior of the Property (including drains, gutters and external pipes) are not in a reasonable state of repair and proper working order.

The condition of:-

- (i) The gutters to the front and rear of the Property and
  - (ii) The porch gutters
- result in these items not being in a reasonable state of repair and proper working order.

7.3 The Tribunal accordingly determine that the Landlord has failed to comply with the duties imposed by Sections 13 (1) (a), 13(1)(b) and 14(1)(b) of the Act, for the reasons stated.

8. The decision of the Tribunal was unanimous.

**9. 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.**

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 Taylor**

Signed

Chairperson

Date: 6th April 2023



# Housing and Property Chamber

## First-tier Tribunal for Scotland



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

### SCHEDULE OF PHOTOGRAPHS

**ADDRESS: 33 BON ACCORD CRESCENT, SHOTTS ML7 4EA**

**DATE: 3<sup>rd</sup> APRIL 2023**

**REFERENCE: FTS/HPC/RP/22/4369**



1.

FRONT ELEVATION



2.

REAR ELEVATION



3.

PORCH CEILING



4.

PORCH ROOF FLASHING/GUTTERS



5. PORCH GUTTER



6. PORCH GUTTER



7. FLASHING AT PORCH ROOF



8. HIP SLOPE ON ROOF



9. BROKEN/MISSING RIDGE TILE



10. GUTTER AT FRONT ELEVATION



11. REAR GUTTER AT REDUNDANT DOWNPIPE



12. ENTRANCE DOOR





13. BASE OF ENTRANCE DOOR



14. KITCHEN CEILING



15. DAMP METER READING – PORCH CEIL.



16. BATHROOM CEILING



17. ATTIC

**Mr M LINKS**

**ORDINARY MEMBER (SURVEYOR)**

**HOUSING AND PROPERTY CHAMBER**

**DATE**