

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/21/1632

20 Craigston Drive, Dunfermline, KY12 0XE registered in the Land Register of Scotland under Title Number FFE85372 (“the Property”)

The Parties:-

Miss Louise Broderick residing at 20 Craigston Drive, Dunfermline, KY12 0XE (“The Tenant”)

Mrs Usha Gronbach residing at 1 Eastfield Road, Fauldhouse, Bathgate, EH47 9LE (“The Landlord”)

Tribunal Members:

Jacqui Taylor (Chairman) and Andrew Murray (Ordinary Member)

1. Background

1.1 The Tenant leases the Property from the Landlord in terms of the Tenancy Agreement between the parties, which had been produced. 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 stated that she considered that the Landlord had failed to comply with her duty to ensure that the Property meets the repairing standard. She advised that the Property was not wind and watertight and in all other respects reasonably fit for human habitation; 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; any fixtures, fittings and appliances provided by the landlord under the tenancy are not capable of being used safely for the purpose for which they are designed and the Property does not meet the tolerable standard.

In particular the application stated :-

2.1 Doors (front and back are not safe, the front door is cracked, very drafty and loses heat in colder weather).

- 2.2 Windows in living room, all bedrooms (leaking when raining, black mould appears every few months) they are not airtight.
- 2.3 Leak in bathroom sink or bath causing mould on cupboard ceiling.
- 2.4 Boiler leaking causing mould in cupboard.
- 2.5 Living room floor, massive hole in living room. Glue was provided at first but does not hold.
- 2.6 Kitchen floor, holes all cracked due to wear and tear, very old tiles.
- 2.7 Toilets do not flush properly all of the time, they constantly block.
- 2.8 Plaster loose on corners of the walls.
- 2.9 Some doors are falling off their hinges.

3. Repairing Standard Enforcement Order dated 8th March 2022 ('RSEO')

Following the hearing on 7th March 2022 the Tribunal issued the RSEO in the following terms:

'The Tribunal requires the Landlord to:

- 1. Repair or replace the front door of the property to render it wind and water tight.*
- 2. Repair or replace the windows in the livingroom and all bedrooms of the property (including the sills and frames) to render them wind and water tight.'*

The Tribunal ordered that these works must be carried out and completed by **10th June 2022**.

4. Re Inspection

The Tribunal attended at the Property at 11.30 am on 31st August 2022. The parties were present at the reinspection.

The reinspection report is attached as a Schedule to this Decision.

5. Hearing

This case called for a conference call Hearing at 10.00 on 18th January 2023. The parties were present.

5.1 Representations

In connection with the requirements of the RSEO the parties advised as follows:

5.1.1 Repair or replace the front door of the property to render it wind and water tight.

The parties confirmed that the front door had been replaced in September/ October 2022 and it was now wind and water tight.

5.2 Repair or replace the windows in the livingroom and all bedrooms of the property (including the sills and frames) to render them wind and water tight.

The parties confirmed that the ground floor front lounge and first floor front bedroom windows had been replaced and they were wind and water tight.

The parties also confirmed that no works had been carried out to the ground floor and first floor rear windows. The Landlord explained that she had instructed her joiner to install vents in these windows but he has still to do this work. She agreed to chase him up.

6. The Tenant advised that she did not wish a Rent Relief Order to be made. She simply wished the repairs to be completed.

7. Decision

7.1 The Tribunal determined that the following items of the RSEO have been satisfactorily completed:

7.1.1 Repair or replace the front door of the property to render it wind and water tight.

7.1.2 Repair or replace the front windows in the livingroom and the front bedroom windows of the property (including the sills and frames) to render them wind and water tight.

7.2 In connection with the outstanding items the Tribunal agreed to extend the date for completion of these items to 30th April 2023. The outstanding items are:

7.2.1 Repair or replace the rear windows in the livingroom and the rear bedroom windows of the property (including the sills and frames) to render them wind and water tight.

8. The decision of the Tribunal was unanimous.

9. Appeals

A landlord or tenant 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

Chairperson

Date: 18th January 2023