

Housing and Property Chamber

First-tier Tribunal for Scotland



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

STATEMENT OF DECISION: Housing (Scotland) Act 2006 Section 24 (1)

Chamber Ref: FTS/HPC/RT/17/0170

**Flat 1/1, 5 Annette Street, Govanhill, Glasgow, G42 8YB
("the Property")**

The Parties:-

**Mr. John Dundas, Glasgow City Council, 3rd Floor Samaritan House, 79
Coplaw Street, Govanhill, Glasgow, G42 7JG
("the Third Party")**

**Mr. Florian Varga, residing at the property
("the Tenant")**

**Mr. Saghir Alam, 5 Clova Street, Thornliebank, Glasgow, G46 8NA
("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 duty imposed by Section 14 (1)(b) in relation to the house concerned, and taking account of the evidence led by the Landlord at the hearing, determined that the Landlord had complied with the duty imposed by Section 14 (1)(b) of the Act.

The tribunal consisted of:-

Patricia Anne Pryce	- Legal Chairing Member
Andrew Taylor	- Ordinary Member (Surveyor)

Background

1. By application comprising documents received on 26 April 2017, the Third Party applied to the First-tier Tribunal (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").

2. The application by the Third Party 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 and that the failure was established as follows: -

- (a) No EICR (Electrical Installation Condition Report) or written confirmation re installation of smoke/heat detectors.
- (b) No CO (Carbon Monoxide) monitor.
- (c) The door intercom does not work.

The Third Party considered that the Landlord is in breach of his duty under the Housing (Scotland) Act 2006 in relation to the repairing standard and in particular the Landlord has failed to ensure:-

- (i) The installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are in a reasonable state of repair and in proper working order.
- (ii) Any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order.
- (iii) Any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they were designed.
- (iv) The house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.
- (v) The house has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health.

3. By Minute dated 2 May 2017 the Convener of the tribunal, with delegated powers under Section 96 of the Housing (Scotland) Act 2014 and Section 21(8A) of the Act, intimated a decision to refer the application under Section 23(1) of the Act to a tribunal.

4. The tribunal served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon the Landlord and the Third Party.

The Inspection

5. An inspection and hearing were arranged for 16 June 2017 at 11 am and 2 pm respectively. The tribunal attended at the property. The Landlord provided access to the property. The Third Party did not attend the inspection. The tribunal noted the following at inspection:-

- The door entry system and intercom were functioning as this allowed the tribunal to gain access to the building.
- There was a hard-wired smoke alarm in the hallway.
- There was a hard-wired smoke alarm in the living room.
- There was a hard-wired heat detection device in the kitchen.
- There was carbon monoxide detector located in the kitchen.

- The Landlord handed to the tribunal the EICR dated 12 June 2017 and the Gas Safe Certificate dated 14 March 2017. Both documents revealed that the installations inspected by the respective electrician and gas engineer were satisfactory.
- There was a fridge freezer and washing machine in the kitchen which the Landlord confirmed that he had provided to the Tenant but which were not provided in terms of the lease.

The schedule of photographs prepared by the ordinary member is attached to this decision.

The Hearing

6. Mr. Alam appeared and submitted as follows: -

- The Third Party had advised him that works needed carried out.
- He works as a security guard and finds it difficult to arrange for workmen to attend at the Property when he can also attend.
- He has undertaken all of the works required by the Third Party.

Summary of the issues

7. The issue to be determined is whether the repairing standard has been met in light of the submissions made by the Landlord.

Findings of fact

8. The tribunal finds the following facts to be established: -
- The Landlord is the registered owner of the property.
 - The Landlord had, at the time of the hearing on 16 June 2017, completed all of the repairs highlighted in the application by the Third Party.

Reasons for the decision

9. At the hearing, the Landlord was clear that he now understood that he could not delay carrying out required works, even where his own working pattern made it difficult for him to attend at the property.

The tribunal raised with the Landlord the issue that he had provided the fridge freezer and washing machine to the Tenant, albeit he had not done so in terms of the lease he had entered with the Tenant. The tribunal noted that these items had not been subject to a Portable Appliance Test ("PAT") and that there was no PAT certificate in respect of these items. The Landlord had not understood that these items required to be the subject of the PAT certificate process but now did so and, although this was not a matter which had been properly raised within the present application, the Landlord undertook to have these items inspected by his electrician for the production of a PAT certificate.

Given all of the circumstances, the tribunal is satisfied that the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are in a reasonable state of repair and in proper working order, the house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire and the house has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health. In relation the following parts of the repairing standard, namely, "any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order and any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they were designed", the tribunal was not provided with any evidence, submissions or information by the Third Party in respect of these and therefore the tribunal did not require to make a decision regarding these.

Decision

10. The tribunal accordingly determined that the Landlord had complied with the duty imposed by Section 14 (1)(b) of the Act.
11. The decision of the tribunal was unanimous.

Right of Appeal

12. In terms of section 46 of the Tribunals (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.

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.

P Pryce

Signed

Date 17 June 2017

Chairing and Legal Member



Flat 1/1, 5 Annette St, Govanhill, Glasgow, G42 8YB
FTS/HPC/RT/17/0170
Schedule of Photographs - Inspection Date 16th June, 2017
Weather – Dry and overcast.



1. The property



2. Hard wired smoke detector - hall



3. Hard wired heat detector - kitchen



4. Hard wired smoke detector – living room



5. Carbon monoxide detector - kitchen

**ELECTRICAL INSTALLATION
CONDITION REPORT**

A. CLIENT'S DETAILS
 Name: Mr. Stephen Allen
 Address: 5 Clouet St, Glasgow G4 6BA
 Telephone: 0141 204 1234

B. PURPOSE OF THE VISIT
 Installation: Kitchen & Bathroom
 Date: 12/10/2017

C. DETAILS OF THE INSTALLATION
 Name: Varga Electric
 Address: 100 Clouet St, Glasgow G4 6BA
 Telephone: 0141 204 1234
 Type of Installation: Domestic
 Voltage: 230V
 Frequency: 50Hz
 Type of Protection: RCD
 Type of Protection: RCBO

D. EXTENT OF THE INSTALLATION AND LIMITATIONS ON THE WORK CARRIED OUT
 Full testing and inspection of all terminals and conductors and protective devices conducted
 no disturbance of building fabric
 none

E. SUMMARY OF THE CONDITION OF THE INSTALLATION
 The overall condition of installation with regard to its safety & power

F. SIGNATURES
 Signature of Installer: [Signature]
 Signature of Client: [Signature]

G. NOTES
 All work carried out in accordance with BS 7671:2017
 All work carried out in accordance with BS 5839:2002
 All work carried out in accordance with BS 5958:2002

6. Electrical Installation Condition Report

