



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

Statement of Decision under section 24(1) of the Housing (Scotland) Act 2006 (“the 2006 Act”)

Chamber Ref: FTS/HPC/RP/20/2235

27 Ravelston Heights, Ravelston House Park, Edinburgh, EH4 3LX (“the property”)

The Parties:-

Gina Lourens & Greg Lourens, 27 Ravelston Heights, Ravelston House Park, Edinburgh, EH4 3LX (“the third party applicant”)

Alison Girdwood, 9 Ravelston Heights, Ravelston House Park, Edinburgh, EH4 3LX (“the respondent”)

Trinity Factors, 209 Bruntsfield Place, Edinburgh, EH10 4DH (“the respondent’s agents”)

Tribunal Members:

Gabrielle Miller (Chairman) and Donald Wooley (Ordinary Member and surveyor)

Decision

1. 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 Property, determined that the Landlord had complied with the duty imposed by Section 14(1)(b) of the Act.

Background

2. An application was made to the First-tier Tribunal for Scotland under section 22 of the Housing Scotland Act 2006 to determine if the Respondent had failed in their duty under section 14(1) of the Act to meet the Repairing Standard. The Application was dated 23rd October 2020.

3. The application by the Tenant stated that it was considered that the Landlord had failed to comply with her duty to ensure that the Property met the Repairing Standard. The application stated that the Property was not wind and watertight and in all other respects reasonably fit for human habitation and that the installations in the Property for the supply of water, gas, electricity and for sanitation, space heating and water were not in a reasonable state of repair and in proper working order. In particular, the complaints consisted of:-
 - a) Two leaking kitchen windows; and
 - b) Two broken storage heaters.
4. Under normal circumstances, the Tribunal would carry out an inspection of the Property. The purpose of the inspection is to ascertain the position as it relates to the application. The inspection is undertaken prior to a hearing to determine if the Property has breached the Repairing Standard.
5. Unfortunately, this has not been possible, due to the continuing effects of the COVID-19 pandemic. In the circumstances, a Case Management Discussion ("CMD") was arranged, in order to discuss further procedure in the case.
6. A Case Management Discussion was held on 18th January 2021 at 2 pm by teleconferencing. The First Named Applicant and Tenant, Mrs Gina Lourens, was present and represented herself. The Respondent and Landlord was represented by Dr Alison Girdwood.
7. At this CMD the Applicant told the Tribunal that the storage heater in the bedroom had been replaced but still omitted a smell and made a noise when in use for 20-30 minutes. She still considered the issues regarding the windows to be outstanding. The window in the kitchen had water ingress. The repair had been carried out by a resident of the building. It had not been successful and water was still coming in. The windows on the south facing wall were draughty and the catch did not work on the living room window.
8. The Respondent told the Tribunal that she had not been made aware of the ongoing issue with the storage heater. It had been replaced and she presumed that the matter had been resolved. She accepted that there may be further repairs that need to be carried out to the windows but that a company called Vertigo had been instructed to complete works for the whole building. This may resolve the matter. However the work will take some time until it is completed.
9. The CMD was continued to another date to consider the new evidence arising from the direction.

10. The direction stated that the following information was to be provided no later than 16th February 2021:-

- a) An independent chartered surveyor's report requiring the surveyor to inspect the property in order to identify the source of penetrating damp around the kitchen window and detail any necessary remedial action;
- b) An Electrical Installation Condition Report (EICR) showing the electrical installation reaches a satisfactory standard with no C1 or C2 items reported and dated within the last 12 months, which report should be carried out by a suitably qualified and registered SELECT or NICEIC electrical contractor.
- c) A copy of the report by Vertigo who conducted a survey upon the outside of the block of flats in which the Property is contained.
- d) A report from AEF Electrical who replaced and installed the storage heaters. It is to include their views regarding the ongoing smell and noise emitting from the heater in bedroom.

11. A CMD was held on 11th March 2021 at 2 pm by teleconferencing. The Tenant, Mrs Gina Lourens, was present and represented herself. The Landlord was represented by Dr Alison Girdwood. Miss Rachel MacDonnell from Trinity Factors was present.

12. The Respondent provided an EICR. It was dated 23rd September 2020. It showed no C1 or C2 faults only a C3 fault for the heater in the bedroom. This has been replaced. It was agreed that there were no further electrical issues.

13. The Respondent provided a report from AEF Electrical regarding the heaters. It was dated 9th February 2021. It confirmed that the heaters in bedroom 1 and the bathroom had been replaced. The Applicant confirmed that although there was still a little banging it was not as bad as before. She no longer considered the heaters to be an issue. She was content for this to be removed from the complaints.

14. The Respondent provided a report from F3 Building Surveyors dated 12th February 21. The Respondent noted that while work was due to begin on 12th March 2021 it has now been put back to 17th March 2021 due to restraints from the weather. She confirmed that the work being undertaken is solely for her property. She anticipated it taking a few days to complete. It was focused on the kitchen window.

15. The Applicant noted that she still had concerns regarding the large living room window and the two bedroom windows. The latch on the living room window does not fully shut causing it to click continuously. The two bedroom windows were draughty when the wind blows on that side of the building. She noted that City Glazing had attended the previous day. It was relatively calm weather and they did not identify draughts at the bedroom window. This may have been the result of the

prevailing weather conditions. They noted the position regarding the living room window catch although as yet they have not detailed any specific remedial action. Ms MacDonnell told the Tribunal that City Glazing had inspected the windows the day before and gave her an oral report that the windows are fine. She would be able to provide the Tribunal a copy of the written report. The Respondent had explained that the living room window had been replaced in July 2018 but the contractor had gone out of business. The window had a 1 year warranty and the fault was reported after that time period.

16. The Tribunal considered that another CMD would allow time for the work due to start on 17th March to be completed. It would also allow for a copy of the report detailing the condition and extent of any necessary remedial action regarding the living room and bedroom windows to be received. The Tribunal would issue a direction to this effect.
17. A further CMD was set for 29th April 2021 at 10am. This was postponed as the work was not able to be undertaken due to weather constraints. A new date was fixed for 30th August 2021 at 10am.

Case Management Discussion

18. A CMD was held on 30th August 2021 at 10 am by teleconferencing. The Applicant, Mrs Gina Lourens, was present and represented herself. The Respondent was represented by Dr Alison Girdwood. Miss Rachel MacDonnell from Trinity Factors was present.
19. The Respondent explained that Vertigo Access Solutions had been out to the Property to address the water ingress. Vertigo carried out an inspection by abseiling down the building. They found a crack on the outer wall. This was repaired. The Applicant confirmed that there have been no further problems since then though she noted that there has not been severe rain from the north either. She is satisfied that there is nothing further that needs done on this point.
20. The Windows have now been inspected and attended to by Alba Glass & Glazing. The latch on the window in the living room has been repaired. The seal on the living room window was also repaired. The bedroom windows have also been repaired. The Applicant was satisfied that the windows had been repaired and that there was now nothing outstanding.
21. The Tribunal was satisfied that the report from the evidence of those present at the CMD, invoices lodged and photos lodged that all the issues raised and that the Property met the repairing standard. The Tribunal required no further action to be taken.

Reasons for the decision

22. The Tribunal determined the application having regard to the terms of the application, the written representations received prior to the hearing, the photographs submitted, invoices submitted and the evidence of those involved at the CMD.
23. The Tribunal was satisfied having regard to all of the available evidence that there was sufficient information and material upon which to reach a fair determination of the application.

Decision

24. The Tribunal was satisfied that all the points raised in the application had been dealt with by the Respondent and that there were no outstanding issues. The Tribunal was satisfied that the Repairing Standard was met and that no further orders were necessary.
- 25.
- (a) The Tribunal accordingly determined that the Landlord had complied with the duty imposed by Section 14(1)(b) of the Act.
 - (b) The Tribunal did not need to issue any further orders.
 - (c) The Tribunal did not need to take any further action.
 - (d) The decision of the Tribunal was unanimous.

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.

G Miller

Legal Member:

Date 6th September 2021