



**Statement of decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 24(1) of the Housing (Scotland) Act 2006**

**Chamber Ref: FTS/HPC/RT/20/0719**

**Re: Property at 169 Montford Avenue, Glasgow G44 4NT (“the Property”)**

**Parties:**

**Stephanie Cox, formerly residing at 169 Montford Avenue, Glasgow G44 4NT (“the Tenant”)**

**Glasgow City Council, DRS Housing, Exchange House, 231 George Street, Glasgow G1 1RX (“Third Party Applicant”)**

**Elaine Hesketh, Director of Bing Properties Ltd, 6 Kenmure Road Glasgow G46 6TU (“the Landlord”)**

**Martin Hesketh, 6 Kenmure Road, Glasgow G46 6TU (“the Landlord’s representative”)**

**Tribunal Members:**

**Mary-Claire Kelly (Legal Member)**  
**Carol Jones (Ordinary Surveyor Member)**

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

## Background

1. By application dated 28<sup>th</sup> February 2020 the third-party applicant seeks 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, hereinafter referred to as “the Act”.
2. The application stated that the third-party applicant considered that the landlord had failed to comply with the duty to ensure the House meets the repairing standard. The third-party applicant detailed the following issues within the application:
3. *“Work required is:*
  - *Water ingress*
  - *Damp in bedroom and living room.*
  - *Once the issue of water ingress and dampness is addressed the affected rooms need decorated (ceiling repaired. Rooms painted.)*
  - *Gas and electricity certificates have been requested and not been supplied.”*
4. In a letter to the landlord from the third-party applicant dated 13<sup>th</sup> January 2020 they had further specified the following required works:
  - *There are signs of water ingress in the small back bedroom which needs to be addressed;*
  - *There is a hole in the ceiling in the small back bedroom which needs to be repaired;*
  - *There are signs of damp in the small back bedroom which need to be addressed;*
  - *There are signs of condensation and damp around the window in the bedroom and living room; and*
  - *The living room ceiling showed signs of previous water ingress and required to be repainted.*
5. A case management discussion (“cmd”) took place on 11<sup>th</sup> January 2021 by teleconference.
6. Prior to the cmd the landlord and their representative had lodged various emails, documents, and written representations.
7. The case management discussion took place in the absence of parties. A note was issued following the cmd together with a direction requiring the landlord to lodge a report from a suitably qualified professional detailing the reasons the house was affected by water ingress and remedial works required to address the problem. The Direction also required the landlord to lodge an electrical installation condition report and up to date gas safety report for the house.
8. Following the cmd the third party advised the Tribunal that it wished to withdraw the application. The Tribunal determined to continue to determine the application due to the nature of the repairs and issued a Minute of Continuation dated 22<sup>nd</sup> January 2021.
9. A second cmd took place by teleconference on 29<sup>th</sup> March 2021. The landlord attended the cmd and was represented by her husband, Martin Hesketh.
10. In relation to the issue of water ingress, Mr. Hesketh referred to an invoice from JL Roofing dated 2<sup>nd</sup> March 2021. Mr. Hesketh advised that the roof had been fully repaired. He explained that works had been carried out to the part of the

roof covering adjoining properties to resolve the issue. He explained that it had not been possible to agree with neighbouring properties that they would share the cost of the repairs and so the landlord had covered the cost of all repairs.

11. Mr. Hesketh advised that the landlord had instructed new letting agents, namely Eve Property to look after the property. The property had been refurbished internally including full re-decoration and the damaged ceiling replaced within. He confirmed that photographic evidence and confirmation of the internal upgrade could be provided to the Tribunal.
12. Mr. Hesketh advised that the new letting agents would be handling the management of gas safety certificates and would provide an updated gas safety record as the previous record was now out of date.
13. The Tribunal noted that the landlord had lodged an EICR which was satisfactory and a PAT showing that the portable appliances in the property at the date of testing had passed the relevant test. Mr. Hesketh confirmed that there are now no longer any portable appliances in the property.
14. The Tribunal was satisfied that the landlord had taken significant steps to address the outstanding repairs. The Tribunal noted that the landlord had been active in trying to resolve the issue of water ingress and had tried to resolve the concerns of the previous tenant.
15. The Tribunal determined to fix a further cmd and requested that the landlord lodge photographic evidence and any relevant invoices to demonstrate that the property had been redecorated and the affected ceiling repaired or replaced to make good any damage caused by water ingress and to lodge an up to date gas safety record.

#### **Case management discussion – 26<sup>th</sup> April 2021**

16. The landlord did not attend the cmd and was not represented. The Tribunal was satisfied that proper notice had been given and proceeded in their absence in terms of rule 29.
17. Prior to the cmd the landlord's representative had lodged an up to date gas safety record. He had also lodged a schedule of particulars which had been prepared by agents to advertise the house for re-letting. The schedule contained four photographs showing the interior of the house.
18. The Tribunal noted that the terms of the gas safety record were satisfactory and it had been completed by a gas safe registered engineer. The Tribunal also noted that the house had clearly been refurbished. A new bathroom and kitchen had been installed. It was evident that the property had been redecorated throughout with new carpets fitted. Whilst there were no photos of the small back bedroom the Tribunal was satisfied that the the landlord had replaced the ceiling in the back bedroom and the property had been fully redecorated to make good any damage caused by the water ingress.

#### **Reasons for Decision**

19. The Tribunal determined the application having regard to the terms of the application, the written representations and documents received and the evidence from the landlord's representative.

20. The Tribunal had particular regard to the invoice from JL roofing showing that significant works had been carried out to repair the roof, the gas safety certificate, EICR and the schedule of particulars containing recent photographs of the House. The Tribunal also accepted the evidence of the landlord and her representative at the cmd on 29<sup>th</sup> March 2021. The Tribunal accepted that the landlord had been actively trying to address the repairs issues within the tenancy.
21. The Tribunal was satisfied having regard to all the available evidence that there was sufficient information and material upon which to reach a fair determination of the application.
22. The Tribunal was satisfied, on the information provided, that all issues had been addressed and that the House now meets the Repairing Standard. The Tribunal requires no further action to be taken.

### **Decision**

23. The Tribunal was satisfied that the Repairing Standard was met and that no orders were necessary. The Tribunal accordingly determined that the Landlord has complied with the duty imposed by Section 14(1)(b) of the Act.

### **Right of Appeal**

24. 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.
25. 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.

**MC Kelly** \_\_\_\_\_  
**Member**

\_\_\_\_\_**26th April 2021**\_\_\_\_ **Legal**  
**Date**