

Housing and Property Chamber

First-tier Tribunal for Scotland



Repairing Standard Enforcement Order

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

(Hereinafter referred to as "the tribunal")

Case Reference Number: PRHP/RP/16/0320

Re: 43 Houston Road, Crosslee, Johnstone PA6 7AW ("the house")

Land Register Title No: REN18030

The Parties:-

Ms Alison Ward, residing at the house ("the tenant")

**Mr Terence Feeney and Mrs Gillian Feeney, 9 Napier Street, Linwood PA3 3AJ
("the landlords")**

Committee Members – Sarah O'Neill (Chairperson); Nick Allan (Surveyor Member)

NOTICE TO: Mr Terence Feeney and Mrs Gillian Feeney (the landlords)

Whereas in terms of its decision dated 9 January 2017, the tribunal (formerly the Private Rented Housing Committee) determined that the landlords had failed to comply with the duty imposed on them by Section 14 (1) (b) of the Act, and in particular that the landlords has failed to ensure that the house meets the repairing standard in that: 1) the house is not wind and watertight and in all other respects reasonably fit for human habitation and 2) the structure and exterior of the house (including drains, gutters and external pipes) are not in a reasonable state of repair and in proper working order

The Tribunal now requires the landlords to carry out such work as is necessary for the purpose of ensuring that the property meets the repairing standard and that any damage caused by the carrying out of any work in terms of this order is made good before the date specified in this order.

In particular, the Tribunal requires the landlords to:

1. Obtain an updated dampness survey report by Richardson and Starling, or another suitably qualified specialist surveyor, in respect of the house, given that the existing report obtained by the landlords and dated 5 November 2015 is now more than a year old.
2. Carry out any remedial works recommended in that report, in order to ensure that the house is wind and watertight and in all other respects reasonably fit for human habitation.
3. Commission a suitably qualified building contractor to identify any external defects, including in particular any issues with the roughcast, downpipes and mastic around the windows, which may be contributing to the dampness within the house.
4. Carry out any remedial works recommended by that contractor, in order to ensure that the structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order.
5. On completion of all the above works, ensure that all affected finishes and decoration are restored to an acceptable standard.

The Tribunal orders that the works specified in this order must be carried out and completed within the period of **two months** from the date of service of this notice.

Rights of Appeal

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 a party seeks permission to appeal and this permission is refused, the decision will be treated as having effect from the day on which the refusal is made (unless the party then seeks permission from the Upper Tribunal to appeal the decision. In that event, if permission is refused, the decision is treated as having effect from the day on which the Upper Tribunal refuses permission).

If permission for an appeal against the decision of the tribunal is granted, the effect of the decision and of any order made in consequence of it is suspended until the appeal is abandoned or finally determined by the Upper Tribunal. In the event that the decision

is upheld, then the decision will be treated as having effect from the day on which the appeal is abandoned or so determined.

Please note that in terms of section 28(1) of the Housing (Scotland) Act 2006, a landlord who, without reasonable excuse, fails to comply with a RSEO commits an offence liable on summary conviction to a fine not exceeding level 3 on the standard scale. A landlord (and that includes any landlord's successor in title) also commits an offence if he or she enters into a tenancy or occupancy arrangement in relation to a house at any time during which a RSEO has effect in relation to the house. This is in terms of Section 28(5) of the Act.

IN WITNESS WHEREOF these presents typewritten on this and the two preceding pages are signed by Sarah Frances O'Neill, solicitor, Chairperson of the Private Rented Housing Committee, at Glasgow on the 9th day of January, Two Thousand and Seventeen before this witness -

P Champion

S O'Neill

witness

chairperson

name in full

address

Housing and Property Chamber

First-tier Tribunal for Scotland



Statement of Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber)

(Hereinafter referred to as “the tribunal”)

Under Section 24(1) of the Housing (Scotland) Act 2006 (“the Act”)

Case Reference Number: PRHP/RP/16/0320

Re: 43 Houston Road, Crosslee, Johnstone PA6 7AW (“the house”)

Land Register Title No: REN18030

The Parties:-

Ms Alison Ward, residing at the house (“the tenant”)

Mr Terence Feeney and Mrs Gillian Feeney, 9 Napier Street, Linwood PA3 3AJ (“the landlords”)

Committee Members – Sarah O’Neill (Chairperson); Nick Allan (Surveyor Member)

Decision

The tribunal (formerly the private rented housing committee), having made such enquiries as it saw fit for the purposes of determining whether the landlords have complied with the duty imposed by Section 14 (1) (b) of the Housing (Scotland) Act 2006 (“the Act”) in relation to the property, and taking account of all the available evidence, determines that the landlords have failed to comply with the duty imposed on them by Section 14 (1) (b) of the Act. The tribunal therefore issues a Repairing Standard Enforcement Order. The tribunal's decision is unanimous.

Background

1. By application received on 6 October 2016, the tenant applied to the Private Rented Housing Panel (‘the panel’, now the tribunal) for a determination that the landlords had failed to comply with their duties under Section 14(1) of the Act.

2. In her application, the tenant stated that she believed the landlords had failed to comply with their duty to ensure that the property met the repairing standard as set out in section 13(1) (d) of the Act. Her application stated that the landlords had failed to ensure that:

- the house is wind and watertight and in all other respects reasonable fit for human habitation
- the structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order
- any fixtures, fittings and appliances provided by the landlords under the tenancy are in a reasonable state of repair and in proper working order

3. The tenant included the following complaints in her application form:

1. There is dampness in all three bedrooms- both the downpipe and roughcast are in poor condition.
2. There are issues with the electrical system which require investigation - the system trips.
3. There are three sockets that need to be renewed.
4. There is water damage in the back bedroom.

4. The tenant stated in her application that the following work required to be carried out at the house:

1. Rectify all electrical issues.
2. Ventilation for windows and bathroom.
3. Source of dampness rectified.
4. Water damage rectified.

5. On 24 October 2016, a Convener of the panel, with delegated powers under Section 96 of the Housing (Scotland) Act 2014, issued a minute of decision stating that she considered that in terms of section 23 (3) of the Act there was no longer a reasonable prospect of the dispute being resolved between the parties at a later date; that she had considered the application paperwork submitted by the tenant, comprising documents received between 6 October 2016 and 7 October 2016; and intimating her decision to refer the application to a panel committee (now the tribunal) for determination.

6. The President of the panel wrote to the parties on 2 November 2016, notifying them under and in terms of the Act of her decision to refer the application under Section 22(1) of the Act to a private rented housing committee (now the tribunal) and that an inspection and a hearing would take place on 12

December 2016. Written representations were requested by 23 November 2016.

7. On 22 November 2016, written representations were received from the tenant's representative, Kevin Montgomery, Independent Housing Adviser, Renfrewshire Citizens' Advice Bureau. On the same date, written confirmation was received from Mr Terence Feeney, one of the landlords, confirming that he wished to attend a hearing and did not wish to send written representations.
8. On 10 November 2016, the committee (now the tribunal) issued a direction to the landlords, requiring them to provide to the committee by 2 December 2016: 1) an up to date Electrical Installation Condition Report (EICR) in respect of the property by a suitably qualified and registered SELECT or NICEIC contractor, showing that all electrical installations and fixtures and fittings had been checked and were working safely and 2) if there were electrical appliances within the house which were provided by the landlord under the tenancy, an up to date Portable Appliance Testing (PAT) certificate by a suitably qualified and registered SELECT or NICEIC contractor, showing that all appliances had been checked and were working safely.
9. On 30 November, an email was received from the landlords, attaching an EICR and Portable Appliance Testing (PAT) certificate in respect of the property by T. O'Neil Electrical Services, both dated 22 November 2016. These showed the electrical installation to be in good condition and the cooker/oven to be in satisfactory condition.

The inspection

10. The tribunal inspected the house on the morning of 12 December 2016. The weather conditions at the time of the committee's inspection were dull and overcast. The tenant and Shirley Smith, Support Worker with Shelter Scotland's Glasgow Advice Service, were present at the property during the inspection. The landlords were not present or represented at the inspection. Photographs were taken during the inspection, and these are attached as a schedule to this decision.

The house

11. The house is a ground floor flat within a two storey block comprising four flats in total. It is in the region of 80 years old, and comprises: a hallway, lounge, three bedrooms, kitchen and bathroom. The tenant confirmed that, as stated in the tenancy agreement, the house was let on an unfurnished basis. She also confirmed that the cooker was the only appliance provided by the landlord under the tenancy.

The hearing

12. Following the inspection, the tribunal held a hearing at Wellington House, 134-136 Wellington Street, Glasgow G2 2XL. Mr Terence Feeney, one of the joint landlords, was present and gave evidence on his own behalf. He was accompanied by Mr Remo Diciacca, whom Mr Feeney referred to as a witness, but who did not give evidence to the tribunal. The tribunal therefore concluded that Mr Diciacca was attending as a supporter/friend of Mr Feeney. The tenant was not present and was not represented.

Preliminary issues

13. Mr Feeney produced a three-page undated typewritten document at the hearing, setting out a 'timeline' of events relating to the repairs issues at the house from October 2015 until November 2016. This document had not previously been seen by the tribunal. Mr Feeney said that the document, which formed his written representations, had been sent to the tribunal by recorded delivery post before the deadline for submission of written representations. The tribunal clerk confirmed that there was no record of this document having been received. It had not therefore been seen by the tenant or her representative, who were not present at the hearing.
14. The tribunal then considered whether to consider this evidence from the landlord. It noted that regulation 39 (2) of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2016 states that the tribunal must not consider written evidence which is lodged or served outwith a time limit it has set unless satisfied that there is good reason to do so. The tribunal noted that the evidence appeared not to have been lodged by the deadline fixed for submitting written representations, but that Mr Feeney was saying that it had indeed been submitted before that date.
15. The tribunal noted that the tenant had not had prior notice of the contents of the document prior to the hearing, and had therefore been unable to respond to it. However, the document appeared to essentially set down in writing the oral evidence that the landlord proceeded to give to the tribunal. The tribunal therefore took the view that there was no significant prejudice to the tenant, as the landlord would have led the same evidence orally in any case. It was also helpful to the tribunal to have this set out in writing before it. The tribunal therefore considered that there was good reason to accept the evidence, and decided to do so.
16. The tribunal then considered whether there was a tenancy in place between the parties. Mr Feeney told the tribunal that he had sent the tenant a notice to quit in September 2016 due to rent arrears, but she had not moved out. He

had now raised a court action for eviction, but had not obtained a court decree as yet. He confirmed that, although the tenant had been in arrears, she was currently paying rent for the house. The tribunal therefore determined that there was a tenancy in place between the parties.

The evidence

17. The evidence before the tribunal consisted of:

- The application form completed by the tenant.
- Registers Direct copy of Land Register title REN18030, which confirmed that the house is owned jointly by Mr Terence Feeney and Mrs Gillian Roberta Feeney.
- Tenancy agreement between the parties in respect of the house dated 6 April 2013.
- Copy letter from Marion Maxwell, Environmental Health Officer at Renfrewshire Council to the tenant with regard to an inspection of the house by the Council, dated 20 November 2015.
- Copy letter from Shirley Smith, Support Worker, Shelter Scotland, to Mr Feeney, on behalf of the tenant, setting out various issues of disrepair within the house, dated 23 February 2016.
- Notification letter dated 3 October 2016 from Kevin Montgomery, the tenant's representative, to Mr Feeney, setting out the repairs alleged to be required, together with certificate of posting and proof of delivery.
- The written representations submitted by the tenant's representative on 22 November 2016.
- The written representations submitted by the landlord at the hearing.
- EICR and Portable Appliance Testing (PAT) certificate by T O'Neil Electrical Services, Crosslee, Johnstone, in respect of the house, both dated 22 November 2016 and submitted by Mr Feeney on the same date.
- The tribunal's inspection of the property.
- The oral representations of the landlord at the hearing.
- Email to Mr Feeney from Wise Property Care dated 28 October 2015 regarding its damp survey of the house, received from Mr Feeney by email on 17 December 2016.
- Damp survey report in respect of the property from Richardson and Starling addressed to Mr Feeney, dated 5 November 2015, received from Mr Feeney by email on 17 December 2016.

Summary of the issues

18. The issue to be determined was whether the house meets the repairing standard as set out in Section 13 of the Act, and whether the landlords had complied with the duty imposed on them by section 14 (1) (b).

Findings of fact

19. The tribunal made the following findings in fact:

- The tenant entered into a tenancy agreement with Mr Feeney on 6 April 2013 to rent the house for six months from that date. The tenant was still resident at the house as at the date of the tribunal's inspection.
- The house is owned jointly by Mr Terence Feeney and Mrs Gillian Roberta Feeney.
- Mr Terence Feeney is the registered landlord for the property.
- The tribunal in its inspection carefully checked the items which were the subject of the complaint. The tribunal observed the following:
 - i. There was evidence of roughcast failure at ground level on the front elevation below the windows of bedrooms 1 and 2 and the lounge.
 - ii. There were a number of cracks in the roughcast finish on the rear elevation.
 - iii. Internally, significant damp meter readings were obtained in both bedroom 2 and the lounge above the level of the skirting boards that correspond with the areas of roughcast failure on the external elevation.
 - iv. It was not possible to obtain readings within bedroom 1 due to restricted access.
 - v. High dampness readings were obtained within the fitted wardrobe in bedroom 3. There was also evidence of water ingress damage to the fitted wardrobe side panel and floor.
 - vi. Condensation was evident on the internal windowsills and window panes in both bedrooms 2 and 3.
 - vii. There was evidence of condensation damage on the bathroom ceiling.
 - viii. The rainwater downpipe on the rear elevation was rusted and in poor condition. There was a hole in the roughcast finish at its point of fixing to the rear elevation. The point of water ingress occurring at the junction of the downpipe joint and the hole in the roughcast corresponds with the point of water ingress damage identified in bedroom 3.
 - ix. The rainwater downpipe on the side elevation was also in poor condition.
 - x. Three electrical sockets (one in the lounge, one in bedroom 1 and one in bedroom 2) had recently been replaced. These sockets are all located on the internal face of the external front elevation. The tenant confirmed that these were the sockets which she had complained about in her application.
 - xi. The readings taken from the area immediately around the wall socket in the lounge were particularly high and consistent with the existence of prolonged rising damp issues. This particular socket had recently had its metal back-plate box replaced with a plastic one and was partly recessed

into the internal wall face in an unusual manner. There was also staining above the socket in bedroom 2 consistent with excessive condensation run-off from the window sill directly above it.

- xii. It was not possible to closely examine the socket located in bedroom 1 due to restricted access.
- xiii. The ceiling light in the kitchen had recently been replaced.
- xiv. The electrical switch for the shower, located in a kitchen cupboard, had recently been fixed to the wall.

Reasons for decision

20. Following its inspection and the hearing, the tribunal determined that:

- the house is not wind and watertight and in all other respects reasonably fit for human habitation
- the structure and exterior of the house (including drains, gutters and external pipes) are not in a reasonable state of repair and in proper working order

21. The complaints before the tribunal as set out in the tenant's application, and the tribunal's determinations in relation to each of these, are set out below.

1. *There is dampness in all three bedrooms*

22. The tribunal found significant damp meter readings in both bedroom 2 and the lounge above the level of the skirting boards that correspond with the areas of roughcast failure on the external elevation. This supports a conclusion that there are rising damp issues with the front elevation. High dampness readings were also obtained within the fitted wardrobe in bedroom 3, corresponding with the point of water ingress occurring at the junction of the rear elevation downpipe joint and the hole in the roughcast.

23. Mr Feeney accepted that there were dampness issues in the house. He said that there had been no dampness prior to the current tenant's tenancy, and that he was not aware of other dampness in the block. He stated that he had tried to address the dampness, but the tenant had not allowed his contractors access to the property in order to do so. He said that the work had not been done because he had expected the tenant to have moved out some time ago, but she had not done so.

24. He had instructed two specialist dampness surveyors, Richardson and Starling and Wise Property, to survey the property in October 2015. He had received a dampness survey from them in November 2015, which stated that there were problems with condensation, rising damp and penetrating damp.

25. He told the tribunal that both surveyors had said that the dampness was primarily caused by internal condensation arising from the tenant's living conditions. He said that the windows and curtains were not opened, that washing was being dried on radiators, and that the heating was on. The tribunal asked Mr Feeney to provide copies of the reports from both specialist surveyors. Copies of these were received from him by email on 17 December 2016.
26. The tribunal notes that the report from Wise Property stated that no evidence of rising and penetrating damp was observed, and concluded that the problem was due to a combination of inadequate ventilation and heating, and condensation arising from the tenant's lifestyle. In contrast, the report from Richardson and Starling concluded that there was both rising and penetrating damp within the property. It recommended repairs to the roughcast, the mastic around the windows and the downpipes, and the insertion of a damp proof course. That report did also observe, however, that there was evidence of condensation, and stated that proper heating and ventilation were necessary to address this.
27. The tribunal also notes that the letter of 20 November 2015 to the tenant from Marion Maxwell, Environmental Health Officer at Renfrewshire Council states that during the Council's inspection of the house, evidence of condensation was found in all three bedrooms, the bathroom and living room. The letter also states, however, that the lower areas of roughcast were in a poor condition, that the downpipes to the side and rear of the house were leaking and rainwater was cascading over the gutters, and that these defects may be causing penetrating dampness in the house.
28. The tribunal concludes on the basis of its own inspection and the other evidence before it that the dampness within the house is primarily due to a combination of penetrating and rising dampness, and that condensation is also likely to be a contributory factor. While it observed notable condensation issues within the house, the tribunal does not accept Mr Feeney's implication that the dampness in the house has resulted solely or primarily from the tenant's use of the property. The tribunal considers that, while to some extent the condensation problems can be addressed by natural ventilation, opening windows etc, the levels of moisture within the house occurring as a consequence of rising and penetrating dampness are a major contributing factor to the problem of condensation. It therefore takes the view that in all likelihood, the condensation problem pre-dates the current tenant's tenancy.
29. In the opinion of the tribunal's surveyor member, the roughcast failure is most likely a symptom, as opposed to the cause, of damp penetration on the front elevation. Rising dampness from ground level will be retained as moisture in

the lower course brickwork behind the roughcast finish and will freeze and expand during periods of hard frost causing the rendering to loosen and detach. The cracks in the roughcast on the rear elevation are fairly minor in nature, but they would allow a degree of moisture and rain water to penetrate to the inner fabric of the wall. Of more serious concern was the condition of the rainwater downpipe and the evidence of a hole in the roughcast finish at its point of fixing to the rear elevation, which corresponds with the point of water ingress in bedroom 3. It was noted that the rainwater downpipe on the side elevation had a similar problem.

30. Mr Feeney told the tribunal that the tenant had prevented contractors from obtaining access to the house to carry out repairs on several occasions. He accepted that the tenant had let the electrician in to carry out works, but said that for some reason, she refused to let contractors into the house in connection with dampness issues.
31. The tribunal chairperson asked Mr Feeney what steps he had taken to obtain access to the property. He confirmed that he had not written to the tenant requesting access. He also said that he had not been aware of the possibility of applying to the private rented housing panel (now the tribunal) to seek a right of entry to the house.
32. The tribunal considered whether, in terms of section 16 (4) of the Act, any failure by the landlords to comply with the repairing standard duty occurred only because they lacked the necessary rights of access, despite having taken reasonable steps for the purposes of acquiring those rights. The tribunal notes that the landlords had not written to the tenant to request access. It also observes that, if they were having difficulty in exercising their right of entry to the property to carry out works, it had since 1 December 2015 been open to them to apply to the private rented housing panel (now the tribunal) for assistance in gaining access to the property, which they had not done. The tribunal was not satisfied that the landlords had demonstrated that they had taken reasonable steps to obtain access to the property.
33. The tribunal notes that some of the repairs required (such as repairs to the roughcast and the downpipes) will be common repairs. It is clear from the land certificate for the property that the common internal and external walls, roof, gables, gutters, pipes etc. are owned in common, and that each owner is liable to pay towards repairs of such common areas. Section 15 of the Act states:

'(1) Where a house forms part only of any premises, the reference in section 13(1) (b) [i.e. the requirement to ensure that the structure and exterior of a house is in a reasonable state of repair and in proper working order] includes reference to any part of those premises which the owner of the house is responsible for

maintaining (solely or in common with others) by virtue of ownership, any real burdens or otherwise'.

(2) Nothing in subsection (1) requires the landlord to carry out any work unless any part of the premises, or anything in the premises, which the tenant is entitled to use is adversely affected by the disrepair or failure to keep in proper working order.'

34. The effect of this is that a landlord is required to ensure that the structure and exterior of premises which include a flat which s/he owns is in a reasonable state of repair and in proper working order, where s/he has a responsibility to maintain the common parts of those premises. This applies where any part of those premises which the tenant is entitled to use is adversely affected by the disrepair or failure to keep in proper working order.
35. The landlords therefore have a duty to comply with the repairing obligation here, regardless of the fact that others share the responsibility to carry out and pay for common repairs. While the landlords are entitled to pursue the other owners in the tenement to pay for their share of the repairs, this is a matter for the landlords and does not affect their legal responsibility to ensure that the property meets the repairing standard.
36. When asked by the tribunal, Mr Feeney said he was aware that he had a responsibility to ensure that the house met the repairing standard even where the repairs required were common repairs. He told the tribunal that he had been liaising for some time with the owners of the other three properties within the block to try to reach agreement on the common repairs.
37. On the basis of all the evidence before it, the tribunal determines that 1) the house is not wind and watertight and in all other respects reasonably fit for human habitation and 2) the structure and exterior of the house (including drains, gutters and external pipes) are not in a reasonable state of repair and in proper working order.
2. *There are issues with the electrical system which require investigation*
38. The tribunal observed at its inspection that various electrical repairs had been recently carried out. The tenant told the tribunal at the inspection that, while some of the electrical issues had been addressed, some of the lights were still not operating correctly.
39. The tribunal noted that the letter to Mr Feeney from Ms Smith dated 23 February 2016 stated that the lights in the kitchen did not work properly. It observed at its inspection, however, that the ceiling light in the kitchen had

recently been replaced and appeared to be operating correctly. The tenant had not, however, included a complaint about the lights in her application. The tribunal was therefore unable to consider this complaint further.

40. The tribunal was satisfied in any case that the EICR provided by the landlord had been produced by a registered SELECT contractor. The EICR stated that the electrical installation was satisfactory, and contained no category C1 or C2 observations. The tribunal was therefore satisfied that the electrical installation was in a reasonable state of repair and in proper working order.

3. There are three sockets that need to be renewed

41. The tribunal observed at its inspection that three electrical sockets, in the lounge, bedroom 1 and bedroom 2 respectively, had recently been replaced. The tenant confirmed at the inspection that these were the sockets which she had complained about in her application. The tribunal had some concerns about the recently replaced socket in the lounge, given the dampness of the surrounding area recently been replaced, and the unusual manner in which it was partly recessed into the internal wall face.
42. The tribunal noted, however, that the EICR stated that the electrical installation was in a satisfactory condition, and did not indicate any problems with any of the sockets. The tribunal therefore determined that the sockets were in a reasonable state of repair and in proper working order.

4. There is water damage in the back bedroom

43. The exact nature of the tenant's complaint about water damage was unclear from her application. When asked about this by the tribunal at the inspection, she appeared to indicate that her concern related to the water ingress in the fitted wardrobe in bedroom 3. She said that she had moved out of this bedroom because of this, and that the wardrobe was unusable in its current condition. The tribunal concluded that this complaint essentially formed part of her complaint about the dampness in the property, which is dealt with earlier in this decision.

Observation by the tribunal

44. At the inspection, the tenant informed the tribunal that the boiler, which had been fairly recently installed, had been leaking. The tribunal was unable to consider this complaint, as it was not included in the tenant's application, but observes that the landlords may wish to look into this matter.

Summary of decision

45. The tribunal determines that the landlords have failed to comply with the duty imposed by Section 14 (1) (b) of the Act, and in particular that the landlords have failed to ensure that the house meets the repairing standard in that 1) the house is not wind and watertight and in all other respects reasonably fit for human habitation and 2) the structure and exterior of the house (including drains, gutters and external pipes) are not in a reasonable state of repair and in proper working order.
46. The tribunal therefore makes a Repairing Standard Enforcement Order (RSEO) as required by section 24 (2) of the Act. While Mr Terence Feeney is the registered landlord for the property, and is the landlord identified in the tenancy agreement, Mr Feeney and Mrs Gillian Feeney are the joint owners of the property. The RSEO is therefore issued in the names of both Mr and Mrs Feeney.

Rights of Appeal

47. 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.
48. Where a party seeks permission to appeal and this permission is refused, the decision will be treated as having effect from the day on which the refusal is made (unless the party then seeks permission from the Upper Tribunal to appeal the decision. In that event, if permission is refused, the decision is treated as having effect from the day on which the Upper Tribunal refuses permission).
49. If permission for an appeal against the decision of the tribunal is granted, the effect of the decision and of any order made in consequence of it is suspended until the appeal is abandoned or finally determined by the Upper Tribunal. In the event that the decision is upheld, then the decision will be treated as having effect from the day on which the appeal is abandoned or so determined.

Signed.....
Sarah O'Neill, Chairperson

Date.....9/11/17.....