

Repairing Standard Enforcement Order
Ordered by the Private Rented Housing Committee
Case reference number : PRHP/G41/105/12

Re:- Property at Flat 0/2, 56 Glenapp Street, Glasgow, G41 2LG ("the property")

The Parties:-

Ms Olga Kravcuka, residing at Flat 0/2, 56 Glenapp Street, Glasgow, G41 2LG
("the tenant")

and

Mrs Sheila Razzaq, residing at 235 Tantallon Road, Glasgow, G41 CJW
("the landlords")

Notice to Mrs Sheila Razzaq

Whereas in terms of the decision dated 14 January 2013 the Private Rented Housing Committee determined that the landlord had failed to comply with the duty imposed by Section 14(1)(a), (14 (1) (b), 14 (1) (c) and 14 (1) (d) of the Housing (Scotland) Act 2006 and in particular the landlords had failed to ensure that:-

- (a) the house is wind and watertight and in all respects reasonably fit for human habitation.
- (b) the structure and exterior of the house is in a reasonable state of repair and in proper working order.
- (c) 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.
- (d) Any fixtures, fittings and appliances provided by the landlord are in a reasonable state of repair and in proper working order.

The Private Rented Housing Committee now requires the landlord to carry out such work as is necessary for the purpose of ensuring that the house concerned meets the repairing standard and that any damage caused by the carrying out of the works in terms of the order is made good.

In particular the Private Rented Housing Committee requires the landlord to carry out the following works:-

- (a) Provide an up to date report from a qualified central heating engineer on the state of repair and working order of the central heating boiler and to carry out any repairs identified in that report to ensure that the boiler is in a safe condition and in proper working order and in a reasonable state of repair.
- (b) To carry out such works as are necessary to repair the washing machine in the kitchen of the property so that it is in a reasonable state of repair and in proper working order or to provide a report from a qualified engineer certifying that the said washing machine is in proper working order and is in a reasonable state of repair.
- (c) To repair the external outlet pipe and associated drainage pipe from the kitchen sink to include carrying out all necessary checks to ascertain whether said pipe is blocked at any point.
- (d) To repair or replace the kitchen units and to provide kick plates and to secure the base unit to the right of the cooker to the wall and to replace the floor boards which are missing underneath the sink so as to prevent draughts and to make the property wind tight.
- (e) To repair or replace the window to the room occupied by the tenant to include removing the broken pane of glass and replacing same and to repairing the external frame.
- (f) To repair or to remove and replace the bathtub within the bathroom.
- (g) To obtain an up to date report from a qualified plumber on the state of repair of the toilet bowl within the property to include checking same for blockages and to carry out any appropriate repairs as identified in that report to ensure that the toilet bowl is in a safe condition and in proper working order and in a reasonable state of repair.
- (h) To carry out all necessary repairs to the cracked and stained bathroom ceiling to include making good the damaged décor within on the ceiling.
- (i) To replace all missing floor boards throughout the property.

The Private Rented Housing Committee orders that the works specified in this order must be carried out within 8 weeks of the date of this Order.

A landlord or tenant aggrieved by the decision of the Committee may appeal to the Sheriff by summary application within 21 days of being notified of that decision. The appropriate respondent in such appeal proceedings is the other party to the proceedings and not the PRHP or the Committee which made the decision.

Where such an appeal is made the effect of the decision or of the order is suspended until the appeal is abandoned or finally determined. Where the appeal is abandoned or finally determined by confirming the decision, the decision and the order are to be treated as having effect from the day on which the appeal is abandoned or so determined.

J Bauld

Signed/.....

Date 14 January 2013

James Bauld, Chairperson

N Walker

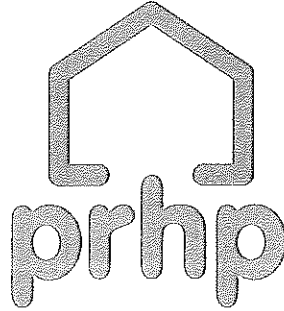
Signature of Witness.....

Date 14 January 2013

Name: NATALIE WALKER

Address: 7 West George Street, Glasgow, G2 1BA

Designation: SENIOR COURT ADMINISTRATOR



Determination by Private Rented Housing Committee

Statement of Decision of the Private Rented Housing Committee

(Hereinafter referred to as "the Committee")

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

Case Reference Number: PRHP/G41/105/12

Re:- Property at Flat 0/2, 56 Glenapp Street, Glasgow, G41 2LG ("**the property**")

Land Register Title No: GLA146258

The Parties:-

Ms Olga Kravcuka, residing at Flat 0/2, 56 Glenapp Street, Glasgow, G41 2LG ("**the tenant**")

and

Mrs Sheila Razzaq, residing at 235 Tantallon Road, Glasgow, G41 CJW ("**the landlords**")

The Committee comprised:-

- | | |
|-----------------------|-------------------|
| Mr James Bauld | - Chairperson |
| Ms Carol Jones | - Surveyor member |
| Mr Christopher Harvey | - Housing member |

Decision:-

1. The Committee unanimously decided that the landlord had failed to comply with the duties imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 ("the 2006 Act"). The Committee accordingly proceeded to make a Repairing Standard Enforcement Order ("RSEO") as required by Section 24(2) of the 2006 Act.

Background:-

2. By application dated 31st May 2012, the tenant applied to the Private Rented Housing Panel ("PRHP") for a determination that the landlord had failed to comply with the duties imposed by Section 14 (1) (b) of the 2006 Act.

3. By letter dated 9th October 2012, the president of the PRHP intimated a decision to refer the application under Section 22 (1) of the 2006 Act to a Private Rented Housing Committee.
4. By letter dated 23rd November 2012, the Committee served notice of referral under and in terms of the 2006 Act upon both the landlord, the landlord's former agent, and the tenant indicating that an inspection and hearing would take place on 14th December 2012.
5. The committee inspected the property on the afternoon of 14th December 2012. The tenant was present during the inspection. The landlord was neither present nor represented.
6. Following the inspection of the property, the Committee held a hearing at the offices of the PRHP in Glasgow. At that hearing the tenant was in attendance. The landlord was neither present nor represented at the hearing.

Summary of Issues

7. The issues complained of by the tenant in her application before the Committee can be summarised as follows:-
 - defective external outlet pipe from the kitchen sink
 - defective washing machine
 - defective units in the kitchen
 - broken windows
 - defective bath tub
 - defective gas central heating boiler
 - defective toilet
 - staining and cracking to the ceiling in the bathroom
 - missing and damaged floor boards throughout the property
8. During the inspection and at the hearing the tenant indicated that she no longer wished to insist upon the elements of her application which related to repairs required to the fridge and to the electricity meter within the property. She indicated that these matters had been resolved to her satisfaction.

The Hearing

9. At the hearing, the Committee members asked the tenant questions regarding the various matters which had been considered during the property inspection.
10. The tenant indicated that the external outlet pipe from the kitchen sink had been broken since she moved in. Every time she used her washing machine or her sink water spilled out into the back court. Water was now gathering there and there was significant ponding. She also indicated that the water also spills out of that pipe when the upstairs neighbours use their washing machine.
11. The tenant was asked questions about the washing machine. She indicated that the washing machine was very old and simply does not work properly. It does not rinse properly. It does not properly wash her clothes. She indicated the machine either needed repaired or replaced.
12. The tenant was then asked questions with regard to the condition of the kitchen in the property. Her position was that no repairs were ever done by her landlord. The kitchen units were in a poor state of repair. One of the base units to the right of the cooker was not even secured to the wall and was loose and there were no kick plates at the base of any of the units. Various doors to the kitchen units were incapable of opening properly and were stiff.

13. The tenant was asked questions with regard to the damage to the window within the front room of the property. She indicated that she had arrived home at one point in November 2011. She had been at work in the morning. She had noticed that the window pane was cracked. On investigating it the next day she noticed that the tree outside the window had been set on fire and that the window frame had cracked and showed evidence of having been burned. The external pane of the double glazing was cracked.
14. The tenant was asked questions with regard to the bathtub. During the inspection, the Committee noted that the bath tub was substantially stained and appeared to be corroded. There were substantial disfiguring stains on the surface of the bathtub. The tenant indicated she did not know how that had occurred. She indicated it had simply appeared and had got worse over time. She indicated that she had previously shared this flat with two other tenants but could give no explanation with regard to how this staining commenced.
15. The tenant was then questioned with regard to the gas central heating boiler. She indicated that an engineer had come out in April. She indicated that she regularly has to turn the dial to top up the water within the boiler. The boiler continually loses pressure. The tenant indicates that she had to top up the boiler almost on an hourly basis during the day.
16. The tenant was asked questions with regard to the toilet bowl which she claims would block. She says that this happened every three to four months. She said that it resolves itself in that the water would come up to the level of the toilet pan but would eventually disperse. She was worried that it may happen at any time and was worried that there may be a possible blockage within the system.
17. The tenant was also asked questions with regard to the cracks and staining on the bathroom ceiling. It was noted at the inspection that there was cracking and discolouration on the bathroom ceiling. The tenant indicated that there had been water penetration at one point from the flat above but that this had not occurred recently.
18. Finally the tenant was asked questions with regard to the floor boards within the property. It was noted during the inspection that it was apparent there were floor boards missing at certain parts in the property, in particular at the door between the rear bedroom and the hall and under the sink unit in the kitchen. The tenant indicated no attempt had ever been made to make these repairs.

Findings of fact

19. Having considered all the evidence the Committee found the following facts to be established:-
 - (a) The subjects of let comprised a ground floor flat in a three storey tenement building. The building is of sandstone construction and has a tiled roof. The individual flat consists of a hall, living room, two bedrooms, kitchen and bathroom. The windows are UPVC double glazed units. The property has a gas central heating system. The property has exclusive access to a small front garden area and shared access to garden and back court areas to the rear of the property.
 - (b) The tenant is presently occupying as a bedroom what would normally be the living room of the property. The other two bedrooms are empty. The tenant indicated they were previously occupied by the other tenants with whom she shared the property. These tenants have now left the property.
 - (c) Overall the property is in a poor state of general maintenance
 - (d) Within the kitchen of the property, the kitchen units were old. The base unit to the right of the cooker was not secured to the wall. Several of the doors to the units were

defective. Underneath the sink unit, floor boards were missing. The washing machine within the kitchen was estimated to be at least fifteen years old.

- (e) During the course of the inspection, the Committee were satisfied that the gas central heating system was working in the respect that all radiators throughout the property were warm to the touch. However, the tenant demonstrated that the boiler was losing pressure and indicated the manner in which she required to top up the pressure on a regular basis.
- (f) Within the bathroom, the bathtub was substantially stained. The Committee were unable to conclude the cause of the staining but believe that it had been caused by some corrosive or semi-corrosive substance which had permeated the protective covering of the bath surface.
- (g) The window to the room occupied by the tenant showed clear signs of damage by fire. A UPVC frame externally was marked. The window panes were cracked and broken.
- (h) There was substantial discolouration and cracking to the bathroom ceiling. However this appeared to be historic and there appeared to be no structural difficulties with same.
- (i) Throughout the property it was clear that there were floor boards missing. There were floor boards missing under the sink in the kitchen. There were gaps in the floor boards at the door between the hall and the second bedroom.

Reasons for Decision

- 20. The Committee considered the issues of disrepair set out above and reached the following conclusions.
- 21. With regard to the external outlet pipe leading from the kitchen to the external down pipe, the Committee noted that there was a break in the external pipe and water was escaping from it. The water which was escaping was then ponding to the rear of the building. The Committee took the view that the break in this pipe was a clear breach of the repairing standard in terms of Section 13 (1) (b).
- 22. With regard to the washing machine, the Committee accepted the view expressed by the tenant that the washing machine was not working properly. The Committee were not able to see a demonstration of the washing machine. In the absence of any challenge from the landlord or the landlord's representative the Committee were happy to accept the evidence of the tenant as credible and reliable. Accordingly the Committee found that the washing machine was not in a reasonable state of repair and this was a breach of Section 13 (1) (d).
- 23. With regard to the kitchen units, the Committee took the view that the kitchen units were not in a reasonable state of repair and this was also a breach of Section 13 (1) (d).
- 24. With regard to the external window within the room occupied by the tenant, the Committee took the view that the window was part of the structure and exterior of the house and that it was not in a reasonable state of repair. The window pane was cracked and broken and the frame had been clearly affected by fire. The Committee took the view that this breached Section 13(1)(b) of the Act.
- 25. With regard to the bathtub, the Committee took the view that the bathtub in its present condition was not useable for the purpose for which it was designed. The Committee took the view that a bathtub is a fitting and that it was not presently in a reasonable state of repair nor could it be properly used. Accordingly the Committee took the view that there was a breach of Section 13 (1) (d).

26. The Committee were of the view that the boiler was not in a proper state of repair. It was clearly losing pressure. It clearly required investigation by a competent person to establish the cause of that fault and for necessary works to be done to bring it up to a proper state of repair. The boiler is an installation in the house for the supply of space heating and heating water. The Committee took the view that they could not conclude that it was in a reasonable state of repair and accordingly found that this breached Section 13 (1) (c).
27. With regard to the complaint regarding to the toilet bowl, the Committee took the view that this required to be investigated by a properly qualified plumber to investigate whether there is a blockage which causes the intermittent problem reported by the tenant. The Committee accepted the tenant's view that this problem occurs intermittently. They accepted her evidence on this matter is credible and reliable. The Committee accordingly formed the view that the toilet bowl was not in a reasonable state of repair nor in proper working order and this breached Section 13 (1) (c) of the Act.
28. The Committee noted that several floor boards within the property were missing and broken. In particular there were missing floor boards under the sink in the kitchen and at the door between the hall and the second bedroom. The Committee took the view that missing floor boards meant that a house was not reasonably fit for human habitation and accordingly this breached Section 13 (1) (a) of the Act.
29. The Committee accordingly determined to make an RSEO in respect to all of the matters set out above.
30. The Decision of the Committee in this regard was unanimous.

Rights of Appeal

31. A landlord or tenant aggrieved by the decision of the Committee may appeal to the Sheriff by summary application within 21 days of being notified of that decision.
32. The appropriate respondent in such appeal proceedings is the other Party to the proceedings and not the PRHP of the Committee which made the decision.

Effects of Section 63

33. Where such an appeal is made, the effect of the decision and of any Order made in consequence of it is suspended until the appeal is abandoned or finally determined.

34. Where the appeal is abandoned or finally determined by confirming the decision, the decision and the Order made in consequence of it are to be treated as having effect from the day on which the appeal is abandoned or so determined.

J Bauld

Signed.....

James Bauld, Chairperson

Date *14 January 2013*

N Walker

Signature of Witness.....

Date *14 January 2013*

Name: *NATALIE WALKER*

Address: *7 West George Street, Glasgow, G2 1BA*

Designation: *SENIOR COURT ADMINISTRATOR*