



REPAIRING STANDARD ENFORCEMENT ORDER

BY THE

PRIVATE RENTED HOUSING COMMITTEE

PRHP Ref RP/13/0103

PROPERTY

All and whole the subjects known as and forming 7 Hume Crescent, Bridge of Allan, Stirling, FK9 4SN, being the subjects more particularly described in the disposition by William George Elliot, 3 Caledonian Place, Dunblane to the Leeds Permanent Building Society dated 25 November 1963 and recorded in the General Register of Sasines for the County of Stirling on 10 January 1964.

PARTIES

Mr Anthony Turnbull regarding the property known as and forming 7 Hume Crescent, Bridge of Allan, Stirling, FK9 4SN

(‘the tenant’)

And

Mrs Lynda Ferguson who resides at 2 Mayne Avenue, Bridge of Allan, Stirling, FK9 4QU.

(‘the landlord’)

REPAIRING STANDARD ENFORCEMENT ORDER ('RSEO') AGAINST Mrs Lynda Ferguson
who resides at 2 Mayne Avenue, Bridge of Allan, Stirling, FK9 4QU.

1. **WHEREAS** in terms of their decision dated 3 February 2014 the Private Rented Housing Committee ('the Committee') determined that the landlord has failed to comply with the duty imposed by section 14(1)(b) of the Housing (Scotland) Act 2006 ('the Act') and in particular the property fails to meet the repairing standard as set out in section 13(1) of the Act.
2. The Committee now requires the landlord to carry out such work as is required to ensure the property meets the repairing standard and that any damage caused as a consequence of carrying out of any works in terms of this Order is also made good (ie; redecoration) before the expiry of the Completion Date.

THE ORDER

3. In particular, and without prejudice to the foregoing generality, the Committee **HEREBY ORDERS** the landlord to carry out the following repairs ('the Works');-
 - (1) The carpet in living room has (a) a trip hazard where join has opened up due to wear and tear and (b) water damage from bathroom and requires repair/replacement to ensure that the carpet is in a reasonable state of repair and in proper working order.
 - (2) The lead flashing on the rear roof under the bathroom window requires repair to ensure that the property is wind and water tight and in all other respects reasonably fit for human habitation and also in a reasonable state of repair and in proper working order.
 - (3) The several loose tiles in the bathroom require repair/replacement to ensure they are in a reasonable state of repair and in proper working order.
 - (4) The rear and front garden fence requires repair/replacement to ensure it is in a reasonable state of repair and in proper working order.

- (5) The rear roof, left edge at verge with the tiles which were dislodged from the roof requires repair to ensure that the rear roof is in a reasonable state of repair and in proper working order.
4. The Committee **HEREBY FURTHER ORDERS** that the Works specified in this Order must be carried out and completed before the expiry of the Completion Date of **EIGHT WEEKS** from the date of service of this Order.

RIGHT OF APPEAL

5. A landlord or tenant has the right to appeal this decision to the Sheriff by summary application within 21 days of being notified of that decision.

EFFECT OF APPEAL

6. In terms of section 63 of the Act, 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 confirming 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.

IN WITNESS WHEREOF these presents typewritten consisting of this and the preceding two pages are subscribed by me, Steven Peter Walker, Advocate, Chairman of the Private Rented Housing Committee, at London on the third day of February two thousand and fourteen before this witness, Hee Kiat Sii, solicitor, c/o 10 Essex Street, London.

H K Sii

Chairman

S Walker

Witness



**PRIVATE RENTED HOUSING COMMITTEE
STATEMENT OF REASONS**

PROPERTY:

7 Hume Crescent, Bridge of Allan, Stirling, FK9 4SN

INSPECTION & HEARING

20 January 2014

STATEMENT OF REASONS

INTRODUCTION

1. This is an application ('the application') dated 24 September 2013 made under section 22(1) of the Housing (Scotland) Act 2006 ('the Act') by Mr Anthony Turnbull ('the tenant') regarding the property known as and forming 7 Hume Crescent, Bridge of Allan, Stirling, FK9 4SN ('the property'). The landlord of the property Mrs Lynda Ferguson ('the landlord') who resides at 2 Mayne Avenue, Bridge of Allan, Stirling, FK9 4QU.
2. In the application the tenant contends that the landlord has failed to comply with the duty imposed on her by section 14(1)(b) of the Act as the property fails to meet the repairing standard as set out in section 13(1) of the Act.
3. The Committee comprised

Chairman	Mr Steven Walker
Surveyor	Mrs Sara Hesp
Housing Member	Mr Scott Campbell

THE DOCUMENTATION

4. The Committee considered all the documents referred to it by the parties.

THE INSPECTION

5. The Committee inspected the property. The tenant and the landlord together with the landlord's legal representative were present at the inspection.

DESCRIPTION OF THE PROPERTY

6. The property is a two storey semi-detached dwellinghouse, principally of cavity brick/block construction beneath a pitched and tiled roof, comprising 2 bedrooms, bathroom, kitchen, livingroom, garage and garden to front and rear. The property is in the town of Bridge of Allan and close to local amenities.

THE HEARING

7. The hearing took place at the Stirling Enterprise Park on 20 January 2014. The tenant, the landlord and the landlord's legal representative attended the hearing. The tenant's complaint is that the landlord had failed to meet the repairing standard as detailed in the application. In summary, the tenant considers there has been a failure by the landlord to meet the repairing standard on the following outstanding matters;-

- (a) Only ever provided with one set of keys;
- (b) Mould in the front porch;
- (c) Garage contains items belonging to the Landlord;
- (d) Draught from chimney;
- (e) Carpet in living room (1) a trip hazard where join has opened up due to wear and tear and (2) water damage from bathroom;
- (f) Mould/damp in loft spaces of both bedrooms;
- (g) Lead flashing on the roof appears to have cracks;
- (h) Several loose tiles in the bathroom;
- (i) Holes in the wall under the stair cupboard which appear to lead to the chimney;
- (j) Sporadic drip inside living room window directly under the bathroom;
- (k) Garden fence needs attention;
- (l) Tiles missing/dislodged from the roof;
- (m) The boiler has never been serviced since the tenancy;
- (n) No notification of deposit scheme.

8. The Chairman opened the hearing and advised the parties that they would be able to address the Committee.
9. In summary, at the hearing the parties largely repeated their positions as already provided to the Committee in writing. However, the tenant advised the Committee that complaints (a) and (i) had been resolved and were no longer an issue. The Chairman then concluded the hearing.

THE ACT

10. Section 14(1)(b) of the Act provides;-

“14 Landlord's duty to repair and maintain

(1) The landlord in a tenancy must ensure that the house meets the repairing standard—

(a) at the start of the tenancy, and

(b) at all times during the tenancy.”

11. Section 13 of the Act provides;

“13 The repairing standard

(1) A house meets the repairing standard if—

(a) the house is wind and water tight and in all other respects reasonably fit for human habitation,

(b) 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,

(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 under the tenancy are in a reasonable state of repair and in proper working order,

(e) any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed, and

(f) the house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire."

FINDINGS OF FACT & REASONS

12. The complaints before the Committee as per the tenant's application and our determinations in relation to this are as follows;-

(a) Only ever provided with one set of keys;

The tenant advised the Committee that this complaint had been resolved. Accordingly, the Committee dismisses this complaint.

(b) Mould in the front porch;

At the inspection the Committee observed that there was mould in the front porch. The exterior of the porch appeared to be in a wind and watertight condition and the Committee noted there was a heater in the porch which the tenant advised he did not use. On the basis of the inspection and the tenant's confirmation that he did not heat the porch, the Committee is of the opinion that the cause of the mould was due to condensation and how the tenant was living in the property and his failure to heat and ventilate the porch. Accordingly, the Committee dismisses this complaint.

(c) Garage contains items belonging to the Landlord;

The landlord's legal representative gave an oral legal undertaking to the tenant that the landlord would remove her belongings from the garage as soon as a mutually agreeable time could be arranged. Accordingly, the Committee dismisses this complaint.

- (d) Draught from chimney;

A chimney by design will be subject to draughts. Accordingly, the Committee determines that the chimney is in a reasonable state of repair and in proper working order.

- (e) Carpet in living room (1) a trip hazard where join has opened up due to wear and tear and (2) water damage from bathroom;

At the inspection, the Committee observed that there was a trip hazard where the join had opened up due to wear and tear and water damage. Accordingly, the Committee determines that the carpet is not in a reasonable state of repair and in proper working order.

- (f) Mould/damp in loft spaces of both bedrooms;

At the inspection, the Committee observed damp staining in the loft of both bedrooms but also observed that there was no evidence of current water penetration. Accordingly, the Committee determines that the loft spaces of both bedrooms are wind and water tight and in all other respects reasonably fit for human habitation.

- (g) Lead flashing on the roof appears to have cracks;

At the inspection, the Committee observed cracks in the lead flashing on the rear roof under the bathroom window. Accordingly, the Committee determines that the cracks in the lead flashing on the rear roof under the bathroom window are not wind and water tight and in all other respects reasonably fit for human habitation and also not in a reasonable state of repair and in proper working order.

- (h) Several loose tiles in the bathroom;

At the inspection, the Committee observed several loose tiles in the bathroom near the taps. Accordingly, the Committee determines that several loose tiles in the bathroom are not in a reasonable state of repair and in proper working order.

- (i) Holes in the wall under the stair cupboard which appear to lead to the chimney;

The tenant advised the Committee that this complaint had been resolved. Accordingly, the Committee dismisses this complaint.

- (j) Sporadic drip inside living room window directly under the bathroom;

At the inspection, the Committee observed that there was some historic water staining around the living room window directly under the bathroom although the area appeared to be dry on inspection. Accordingly, the Committee determines that the living room window directly under the bathroom is in a reasonable state of repair and in proper working order.

- (k) Garden fence needs attention;

At the inspection, the Committee observed that the rear and front garden fence was in a poor state of repair comprising of rotten wood and in partial collapse. Accordingly, the Committee determines that the rear and front garden fence is not in a reasonable state of repair and in proper working order.

- (l) Tiles missing/dislodged from the roof;

At the inspection, the Committee observed that the rear roof, left edge at verge had tiles which were dislodged from the roof. Accordingly, the Committee determines that the rear roof is not in a reasonable state of repair and in proper working order.

- (m) The boiler has never been serviced since the tenancy;

The tenant advised the Committee that this complaint had been resolved. Accordingly, the Committee dismisses this complaint.

- (n) No notification of deposit scheme.

The Chairman advised the parties at the hearing that the Committee did not have jurisdiction to hear this complaint. Accordingly, the Committee dismisses this complaint.

SUMMARY OF DECISION

13. The Committee accordingly determines that the landlord has failed to comply with the duty imposed by section 14(1)(b) of the Act in respect of certain complaints.
14. The Committee accordingly makes a Repairing Standard Enforcement Order as required by section 24(1).

RIGHT OF APPEAL

15. A landlord or tenant has the right to appeal this decision to the Sheriff by summary application within 21 days of being notified of that decision.

EFFECT OF APPEAL

16. In terms of section 63 of the Act, 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 confirming 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.

S Walker

Signed

Steven Walker

Advocate

Chairman

Private Rented Housing Committee

3 February 2014