



Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

Reference Number:- PRHP/RT/16/0184

Re: Property known as ALL and WHOLE the property known as and forming 192 Deanswood Park, Livingston, EH54 8QG, part of 7.146 hectares (part of farm and lands of WESTER DECHMONT) all as more particularly described in the Deed of Declaration of Conditions by Livingston Development Corporation recorded in the General Register of Sasines for the County of West Lothian on 29 December 1980 and more particularly described in the Feu Contract containing Feu Disposition by Livingston Development Corporation in favour of Christopher Brown and Janetta Anne Morris dated 29 June 1987 and 5 January 1988 (hereinafter referred to as “the property”)

The Parties:-

Miss Roseanne Docherty (“the Tenant”)

Ms. Tara McLaren, Homeless Prevention Team, West Lothian Council, Civic Centre, Howden Road South, Livingston, EH54 6FF (“the Third Party”)

Mr. Anwar Al-Huq, 7 Fulmar Brae, Livingston, West Lothian, EH54 6UY (“the Landlord”)

NOTICE TO

Anwar Al-Huq, 7 Fulmar Brae, Livingston, West Lothian, EH54 6UY (“the Landlord”)

Whereas in terms of their decision dated 16 July 2016, the Private Rented Housing 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 Landlord has failed to ensure that: 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 and the fixtures, fittings and appliances provided by the Landlord under the tenancy 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 purposes of ensuring that the house concerned meets the repairing standard and that any damage caused by the carrying out of any work in terms of this Order is made good.

In particular, the Private Rented Housing Committee requires the Landlord:-

- (a) To investigate and repair the leak of water from the bath and to make good the decoration of the ceiling in the living room thereafter.
- (b) To repair or replace all of the doors of the cupboards in the kitchen.
- (c) To redecorate the master bedroom.

The Private Rented Housing Committee order that the works specified in this Order must be carried out and completed within the period of 28 days from the date of service of this Notice.

A landlord or a tenant aggrieved by the decision of the Private Rented Housing Committee may appeal to the Sheriff by summary application within 21 days of being notified of that decision.

Where such an appeal is made, the effect of the decision and of the order is suspended until the appeal is abandoned or finally determined, and where the appeal is abandoned or finally determined by confirming the decision, the decision and the order 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 Act, a landlord who, without reasonable excuse, fails to comply with an 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 an RSEO has effect in relations to the house. This is in terms of Section 28(5) of the Act.

In witness whereof these presents type written on this page and the preceding page are executed by Patricia Anne Pryce, Chairperson of the Private Rented Housing Committee at Glasgow 16 July 2016 before this witness:-

Signed

Patricia Anne Pryce, Chairperson

Date 16 July 2016

WITNESS

NICHOLAS PRYCE

55 BLYTHWOOD ST, GLASGOW



**Statement of decision of the Private Rented Housing Committee under
Section 24 (1) of the Housing
(Scotland) Act 2006**

Reference Number: PRHP/RP/16/0184

Re: Property at 192 Deanswood Park, Livingston, EH54 8QG (“the Property ”)

The Parties:-

Miss Roseanne Docherty (“the Tenant”)

**Ms. Tara McLaren, Homeless Prevention Team, West Lothian Council, Civic
Centre, Howden Road South, Livingston, EH54 6FF (“the Third Party”)**

**Mr. Anwar Al-Huq, 7 Fulmar Brae, Livingston, West Lothian, EH54 6UY (“the
Landlord”)**

Decision

The Committee, having made such enquiries as it saw fit for the purpose of determining whether the Landlord has complied with the duty imposed by Section 14 (1) (b) of the Housing (Scotland) Act 2006 (“the Act”) in relation to the property concerned and, taking account of the evidence submitted by the Tenant, the Third Party and the application by the Third Party, determined that the Landlord has failed to comply with the duty imposed by Section 14 (1) (b) of the Act.

The Committee consisted of:-

Patricia Anne Pryce	-	Chairperson
Charles Reid Thomas	-	Surveyor Member

Background

1. By application comprising of all documents received between 9 and 24 May 2016, from the Third Party, the Third Party applied to the Private Rented Housing Panel for a determination as to whether the Landlord

had failed to comply with the duties imposed by Section 14 (1) (b) of the Act.

2. The application by the Third Party stated that the Third Party considered that the Landlord had failed to comply with his duty to ensure that the property meets the repairing standard and the Third Party brought forward the following breaches:
That there is dampness on the wall and the ceiling of the master bedroom.
That there is a leak from the bathroom which has caused dampness in the living room.
That there is dampness in the downstairs toilet.
That, although the front door locks, it is not secure.
That windows in bedrooms need replaced, as one does not close, none have safety locks, all are ill fitting and not water tight.
That the bedroom door is off its hinges as are several kitchen cupboards.

The Third Party and Tenant consider that the Landlord is in breach of his duties under the Housing (Scotland) Act 2006 in relation to the repairing standard and in particular the Landlord has failed to ensure:-

- (i) The house is wind and watertight and in all other respects reasonably fit for human habitation.
 - (ii) 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.
 - (iii) 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.
 - (iv) Any fixtures, fittings and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order.
 - (v) Any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed.
3. By Minute dated 27 May 2016 the President of the Private Rented Housing Panel intimated a decision to refer the application under Section 23(1) of the Act to a Private Rented Housing Committee.
 4. On 7 June 2016, the Private Rented Housing Committee ("the Committee") wrote to the Landlord, the Third Party and the Tenant to advise that the Committee intended to inspect the property on 15 July 2016 at 10.00 hours. The letter further confirmed that a Hearing had been arranged in relation to the application, which Hearing would be held in Howden Park Centre, Howden, Livingston, West Lothian, EH54 6AE commencing at 11.00 hours. Finally, the letter confirmed that any written submissions had to be received by the Committee by 28 June 2016.

The Inspection

5. On 15 July 2016, the Committee attended at the property for the purposes of inspection of the property. The Tenant and the Third Party were present at the inspection. The Landlord did not attend the inspection.

At the inspection on 15 July 2016, the Committee noted the following points:-

- (a) The property comprises a four apartment mid-terrace two storey house constructed of brick with rendered front and rear elevations. The property is estimated to be between 50 and 70 years old.
- (b) The accommodation comprises an entrance hallway leading to a toilet, dining kitchen and living room on the ground floor. On the first floor, there are three bedrooms and a bathroom.
- (c) The Tenant confirmed that dampness in the master bedroom was no longer a problem as the Landlord had replaced the windows in all the bedrooms. The Tenant confirmed that all of the bedroom windows were now secure and wind and watertight. The Committee noted that, although the Landlord had replaced the windows in the bedrooms, in the master bedroom the wall where the window was located and the ceiling had been left in a poor state of decoration and required to be redecorated. The damp meter reading indicated that the issue of dampness had been resolved in these areas.
- (d) The Tenant confirmed that the Landlord had replaced the front door and that the new front door locked properly and was secure.
- (e) The Tenant had filled with water the bath located in the bathroom to demonstrate the leak from under the bath down to the living room below. The Committee went downstairs to the living room and the Tenant removed the plug from the drain hole in the bath. The water from the bath ran freely down into the ceiling of the living room and poured onto the living room floor where the Tenant had placed a bucket and covering to attempt to protect the floor.
- (f) There was black spot mould located under the cistern in the toilet located on the ground floor. There was no evidence of dampness in this room.
- (g) There were several kitchen cupboard doors missing or simply leaning against units in the kitchen.
- (h) There was a battery operated carbon monoxide alarm located in the kitchen.
- (i) There were no smoke detection devices in the property and that there was no heat detection device located in the kitchen of the property.

The surveyor member of the Committee took several photographs which form the Schedule attached to this decision.

The Hearing

6. Both the Third Party and the Tenant attended at the hearing. The Landlord did not attend the hearing nor was he represented at the hearing.

The Third Party was represented by Ms. Tara McLaren who has been employed by the Third Party as a Homelessness Prevention Officer for around six years. Miss Nicola McPherson, Child and Family Social Worker employed by the Third Party, also attended the hearing. She confirmed that she was the allocated social worker for the Tenant's children. The Tenant confirmed that she was happy for Miss McPherson to attend.

The Tenant confirmed that she had lived in the property for around four years. In terms of the lease, she is due to pay £650 rent per calendar month for the property. She confirmed that she pays £575 rent per calendar month for the property as this is paid for by way of housing benefit and this is what the rent was assessed as being worth by the local authority. The Tenant confirmed that she has never paid the shortfall between the lease level of rent and the housing benefit level as the Landlord had advised her that he was happy to accept £575 in full payment.

The Tenant confirmed that she is single and that she lived at the property with her two daughters who are aged thirteen and nine years respectively.

The Tenant advised that she had complained to the Landlord about the various repairs issues with the property about one month after she had moved into the property about four years ago. The Tenant confirmed that the Landlord finally replaced the windows in the bedrooms and the front door about two or three weeks before the present hearing. As a result, the Tenant advised that dampness was no longer an issue in the master bedroom but the replacement of the window there had left the decoration in the room in a very poor state.

The Tenant confirmed that she had first complained to the Landlord about the leak emanating from the bath into the living room below about one month after she had moved into the property. She confirmed that the Landlord had done nothing to fix this and that he had never sent a plumber to the property to check the leak or to fix it.

The Tenant accepted that the black spot mould in the toilet downstairs was not due to dampness but was probably more due to condensation.

The Tenant confirmed that the bedroom door had been fixed by her daughter's boyfriend.

The Tenant confirmed that the doors of the units in the kitchen had fallen off the units some months before the hearing. She confirmed that she had complained to the Landlord about this and that the Landlord

had sent out his son and nephew to see the property. The Tenant advised that the Landlord's nephew had confirmed that the kitchen needed to be fixed and possibly replaced but that the Tenant had heard nothing more from the Landlord after this visit.

The Tenant advised that she could not remember the last time she spoke to the Landlord as he is very difficult to get a hold of.

Ms. McLaren confirmed that the Landlord is very difficult to get a hold of. She advised that she had not been able to speak to him since she submitted the present application. However, she confirmed that it was only after the present application that the Landlord replaced the bedroom windows and the front door.

Miss McPherson confirmed that she had also attempted to contact the Landlord and had left several voicemails for him but that he had never responded to these messages.

Ms. McLaren advised that she had spoken to the Landlord on a couple of occasions but that it had taken the submission of the present application to try and get him to carry out some repairs. She confirmed that the Landlord had now tried to serve a notice to quit of the Tenant as he claims that the only way the leak in the bathroom could be fixed would be to turn off the water and therefore the Tenant had to move out of the property.

Ms. McLaren advised that she genuinely believed that the Landlord would not have carried out any of the repairs if the present application had not been made.

Decision

7. The Committee accordingly determines that the Landlord has failed to comply with the duty imposed by Section 14 (1) (b) of the Act. The Committee proceeded to make a Repairing Standard Enforcement Order as required by Section 24 (1) of the Act.
8. The decision of the Committee was unanimous.
9. The Private Rented Housing Committee require the Landlord to carry out such works as are necessary to ensure that the property meets the Repairing Standard.
10. The Committee considered that it would be reasonable to allow a period of 28 days from the date of the RSEO to carry out these works.

Reasons for Decision

11. The Committee considers that the Landlord has had sufficient time to carry out the outstanding repairs.

The Committee considers that the Landlord has failed in his duty under Section 14(1)(b) of the Act and has not complied with the repairing standard in terms of Sections 13 (1) (a) of that Act.

Observations

The Committee was extremely concerned to note that there are no smoke or heat detection devices located anywhere within the property, thus placing any occupant of the property at potential risk. The Committee would strongly urge the Landlord to install the appropriate number of hard wired and interlinked smoke and heat detection devices conform to present regulations as a matter of extreme urgency.

Right of Appeal

12. A landlord or tenant aggrieved by the decision of the Private Rented Housing Committee may appeal to the Sheriff by summary application within 21 days of being notified of that decision.

Effect of Section 63

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


Signed

Patricia Anne Pryce

Date 16 July 2016