



**Statement of decision of the Private Rented Housing  
Committee under Section 60  
of the Housing (Scotland) Act 2006**

**prhp Ref:** PRHP/KY6/146/10

**Re:** Property at 73 Cullen Court, Cullen Drive, Glenrothes, Fife, KY6 2JJ  
("the Property")

---

**The Parties:-**

**ROBERT JACKSON** formerly residing at 73 Cullen Court, Cullen Drive, Glenrothes, Fife ("the Tenant")

**SHALIN SOOD**, 222 Whitton Dene, Islesworth ("the Landlord")

**Decision**

The Committee, having made such enquiries as it saw fit for the purposes of determining whether the Landlord had complied with the duty imposed by Section 14(1)(b) in relation to the Property concerned and taking account of the reinspection of the Property, determined that the Landlord was currently failing to comply with the duty imposed by Section 14(1)(b) of the Act. Accordingly the Committee refused to grant a Certificate of Completion under Section 60 of the Housing (Scotland) Act 2006.

**Background**

1. Reference was made to the determination of the Committee dated 7 March 2011. This had required the previous Landlord Mr Morenike Yomi Ogunkoya to carry out the following works:-
  - (a) to carry out such repairs as are necessary to the mutual roof of the larger block of which the Property forms part to ensure there is no further water ingress into the Property and to repair any damage caused by previous water ingress to the Property, with particular reference to the dividing wall between the main bedroom and the bedroom currently used as a storeroom.
  - (b) to carry out such works to the electrical system within the Property sufficient to allow the issue of a clear periodic inspection report by a qualified electrician over the Property and to exhibit the said report to the Committee.
  - (c) to install hardwired interlinked smoke alarms to the Property to the appropriate standard.
  - (d) to carry out such repairs that are required to the central heating system within the Property and to obtain a clear and current gas safety certificate over the Property and to exhibit this to the Committee.

- (e) to carry out such works as are necessary to the doors of the Property (both internal and external) to ensure that they are all capable of opening and closing properly and staying shut.
- (f) to repair or replace the missing/cracked floorboards in the upper hallway of the Property sufficient to remove the trip hazard.
- (g) to repair or replace the window frame within the main bedroom sufficient to ensure that all areas of wood damaged by rot are removed.

The RSEO required the works to be carried out within 42 days of the date of service.

2. ~~The previous Landlord, Mr Ogunkoya, had failed to carry out the works and on 8 June 2011 a Rent Relief Order at 90% was imposed on the Property.~~
3. Mr Ogunkoya sold the property to the current Landlord Shalin Sood on 24 April 2015. The change of ownership came to the attention of the Committee and as a result a reinspection of the Property was carried out. Mr David Godfrey the original Surveyor Member of the Committee reinspected the Property on Friday 5 February 2016. Neither the Landlord nor the former Tenant was present at the time of the reinspection. The Property had been re-let in the interim and access to the Property was provided by one of the new tenants, a Mr Robert High.
4. The Surveyor Member reported that laminate flooring had now been laid in the upper floor landing and the floor was now level. There was no evidence of repairs having been carried out to the roof covering and damp staining/mould was still apparent throughout the Property. The electrical wiring system was still showing signs of age and no electrical installation condition report had been provided as required. A compliant hardwired interlinked smoke alarm system to the appropriate standard had not been installed. The central heating system did not appear to be functional and no landlord's gas safety certificate had been provided. The doors at the Property remained in poor condition. The windows in the Property remained in poor condition and were badly affected by condensation.
5. The Surveyor's reinspection report was provided to the Landlord and the Landlord's agent Mr Arun Sood responded on 14 February 2016. The Landlord's agent indicated that he would attend to the safety certificate, the smoke alarms and the electrical wiring but would need 6-8 weeks to do this. The Landlord's agent took the view that once the heating was working this would deal with the condensation and mould and blamed the Tenant for failing to sufficiently ventilate the flat. The Landlord's agent was of the view that the doors were not in poor condition and was not a point of concern. He indicated that he was "not in any rush to fix the condition of the door". In relation to the windows the Landlord's agent again stated that it was up to the Tenant to ventilate the Property on a regular basis. Lastly the Landlord's agent indicated that the condition of other flats within the building was poor and he was of the view that his property was of a much higher standard than others.

The Committee noted the remarks of the Landlord's agent with interest.

The Landlord's agent appeared to be under some misapprehension as to the impact of an RSEO. The RSEO remained in force and compliance with its terms was not optional. The Committee had set out in the RSEO the works that were required and expected the Landlord to carry these out. It was not for the Landlord or his agent to decide what they were going to do or not do. The requirement was to carry out all works. The Committee

had a number of other concerns. The Committee would highlight to the Landlord that the Property had become vacant and it is a criminal offence in terms of the Act to re-let a Property whilst an RSEO was in place. It was readily apparent that the Property had been re-let and it appeared that the Landlord had committed a criminal offence.

It appeared to the Surveyor Member during the course of the reinspection that there were a significant number of people living in the Property and there was a concern that the Property may well be an unlicensed HMO. Again, if proved true, this would be a criminal offence.

In the circumstances the Committee did not consider it appropriate to remove the RSEO and requires the Landlord and his agent to carry out the works as set out in the original RSEO by return. The condition of other properties within the block was of no relevance to the obligation upon the Landlord and his agent to comply with the terms of the RSEO

### Decision

The Committee accordingly determined that the new Landlord was continuing to fail to comply with the duty imposed by Section 14(1)(b) of the Act. Accordingly the Committee refused to grant a Certificate of Completion under Section 60 of the Housing (Scotland) Act 2006.

6.

7. The decision of the Committee was unanimous.

### Right of Appeal

8. **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

9. 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.

E Miller

Signed.....  
Chairperson

Date.....

31 / 3 / 16