



## **Statement of decision of the Private Rented Housing Committee under 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 (represented by her agent Mr Arun Sood, 43 Ledgers Road, Slough, SL1 2RQ ("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 still failing to comply with the duty imposed by Section 14(1)(b) of the Act.**

### **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. The Landlord acquired the Property on 24 April 2015. A reinspection was carried out on 5 February 2016. As set out in the Committee's decision of 1 April 2016 the Landlord had failed to comply with the terms of the RSEO. The Committee had highlighted to the Landlord that it was an offence to re-let the Property and it was also an offence to continue to fail to carry out the works to the Property.
4. A further inspection was carried out on 14 July 2016. The Property still appeared to be let and access was provided to the Property by a Barry Lamont, a neighbour who resides at 75 Cullen Court. Neither the Landlord nor her representative were present.

Mr Lamont stated that repairs had recently been carried out to the roof covering however, during the course of the inspection, water was noted to be leaking through the roof, dripping from the ceiling and collecting on the floor of the southeast bedroom.

Although an electrical installation condition report had been prepared dated 31 March 2016, it was not in satisfactory terms in that the report stated that there were potentially dangerous items. The Committee noted one particular socket in the southwest bedroom which had been partially taped together and was clearly defective.

Hardwired, interlinked smoke alarms to the appropriate standard had yet to be installed properly. The alarms that were present were tested and found to be defective. There was no heat detector in the kitchen.

The doors and windows remained in poor condition.

A copy of the reinspection report was circulated to the Landlord and her agent.

The Landlord's agent replied to advise that he was of the view that only two items required to be dealt with, being the socket in the bedroom and also the heat detector in the kitchen. The Landlord's agent blamed the remainder of the issues on the current occupants and their manner of living and also stated that he had insufficient funds to replace the windows and could only repair them.

Again, as with previous correspondence from the Landlord's agent, he appeared to completely fail to understand the obligations incumbent upon him. The terms of the RSEO were set out by the Committee and were non-negotiable. It was for the Landlord and her agent to carry out the works as set out by the Committee. The Landlord and her agent appeared to have little or no knowledge of the relevant regulations regarding letting as the Property was still clearly non-compliant and in poor condition. The Property had been let in breach of an RSEO, which was in itself a criminal offence.

The Landlord's agent advised that he felt he was being harassed by the Committee and intended to sell the Property.

The Committee had little sympathy with the Landlord and her agent. The Committee had made its position clear on previous occasions and that remained the case. Compliance with the original RSEO required to be achieved. The continuing issues did not appear to be the fault of the current occupants and they were entitled to live in a safe and compliant property.

As was noted in the last decision 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 might well be an unlicensed HMO or in breach of the relevant overcrowding legislation.

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 the obligation remains upon the Landlord and her agent to carry out the works as set out in the original RSEO, by return.

### **Decision**

5. The Committee accordingly determined that the Landlord and her agent were continuing to fail to comply with the duty imposed by Section 14(1)(b) of the Act.
6. The decision of the Committee was unanimous.

### **Right of Appeal**

7. **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**

8. 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..... 7/10/16 .....