



REPAIRING STANDARD ENFORCEMENT ORDER

BY THE

PRIVATE RENTED HOUSING COMMITTEE

PRHP Ref: EH32/114/10

PROPERTY

All and whole Redhouse Farmhouse, Drem Road, by Longniddry, East Lothian, EH32 OPH, being situated within the Parishes of Aberlady and Gladsmuir, forming part and portion of the Wemyss and March Estate in the County of Haddington described in the Seventh Place in Search Sheet Number 112 (A683) from the first series 740 onwards recorded on Twenty Second day of May Eighteen Hundred and Nine, which subjects hereinbefore described are presently in the ownership of Michael James Wemyss and the Honourable Anthony Ramsay as trustees acting under Trust Deed of the Right Honourable Francis David Charteris, Twelfth Earl of Wemyss & March dated Twenty Ninth day of January and Registered in the Books of Council & Session on Fifth day of February, both Nineteen Hundred and Sixty Three with the variations thereto.

PARTIES

MR SCOTT & MRS CECILE MANNION, residing at the property known as and forming Redhouse Farmhouse, Drem Road, Longniddry, East Lothian.

Tenants

and

WEMYSS & MARCH ESTATE, who has a place of business at Estates Office, Longniddry, East Lothian.

Landlord

REPAIRING STANDARD ENFORCEMENT ORDER ('RSEO') AGAINST, WEMYSS & MARCH ESTATE, who has a place of business at Estates Office, Longniddry, East Lothian.

1. **WHEREAS** in terms of their decision dated 1st November, 2010 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 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 are also made good 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');-

3.1 On the exterior of the property, the chimney pot on the north-east end of the property is cracked and requires repair to ensure it is in a reasonable state of repair and in proper working order.

3.2 In the hall of the property, the smoke alarms need to be replaced to ensure that the property has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.

3.3 In the main bedroom, the wardrobe doors do not function properly and requires repair to ensure they are 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 **FOUR 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 & Barrister, Chairman

of the Private Rented Housing Committee, at London on the first day of November two thousand and ten before this witness, Hee Kiat Sii, solicitor, c/o 2-5 Warwick Court, London.

S Walker

Chairman

H K Sii

Witness



**PRIVATE RENTED HOUSING COMMITTEE
STATEMENT OF REASONS**

PROPERTY:

Redhouse Farmhouse, Drem Road, Longniddry, East Lothian

INSPECTION & HEARING

15th October, 2010

STATEMENT OF REASONS

INTRODUCTION

1. This is an application dated 23rd August, 2010 ('the application') made under section 22(1) of the Housing (Scotland) Act 2006 ('the Act') by Mr and Mrs Scott Mannion ('the tenants') regarding the property known as and forming Redhouse Farmhouse, Drem Road, Longniddry ('the property'). The landlord of the property is the Wemyss & March Estate ('the landlord') who has a place of business at the Estates Office, Longniddry, East Lothian, EH32 OPY. The landlord was represented at the inspection by his agent, Mr Lyle ('the agent').

2. In the application the tenants contend that the landlord has failed to comply with the duty imposed on them 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 Mr Donald Marshall
Housing Member Mr Tom Keenan

The Committee was assisted by the Clerk to Committee, Mr Robert Shea.

THE DOCUMENTATION

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

THE INSPECTION

5. The Committee inspected the property. The tenants and the landlord's agent were present at the inspection.

DESCRIPTION OF THE PROPERTY

6. The property is a two storey detached farmhouse, principally of stone construction beneath a pitched and slated roof, comprising 3 bedrooms, bathroom, kitchen, dining room, livingroom, toilet and garden to front and rear. The property is in the countryside a few miles from the village of Longniddry.

THE HEARING

7. The hearing took place at Cockenzie Library, Port Seton on 15th October, 2010. Only the tenant, Mr. Mannion, attended the hearing. The tenants' complaint is that the landlord had failed to meet the repairing standard as detailed in the application. The application incorporates by reference a number of additional pages which also forms part of the tenants' application. At the inspection it became clear that a number of repairs have already remedied by the landlord. Accordingly, Mr. Mannion confirmed to the Committee at the hearing that only certain complaints remain outstanding. Mr. Mannion considers there has been a failure by the landlord to meet the repairing standard on the following outstanding matters:-

- (a) On the exterior of the property, the chimney pot on the north-east end of the property is cracked and requires replacing**
- (b) On the exterior of the property, the pointing requires re-pointing**
- (c) On the exterior of the property, the access bridge requires re-pointing and missing stones replaced**

- (d) In the kitchen of the property, a broken cupboard drawer is stiff and requires repair
- (e) In the hall of the property, the ceiling on the first floor is cracked and requires repair
- (f) In the hall of the property, the smoke alarms need replaced
- (g) In the main bedroom, the wardrobe doors do not function properly and requires repair

8. The Chairman opened the hearing and advised the tenant that following the inspection it was clear that a variety of the complaints had been remedied and as far as the Committee was concerned this left complaints (a) to (g) above outstanding. The Chairman asked the tenant if this was correct and he confirmed that it was. The Chairman further asked the tenant, who had recently been served with a notice to quit, if he was still insisting on all of the remaining complaints. The tenant advised the Committee that he was. The Chairman then asked the tenant to address the Committee on each item ((a) to (g) above) of the complaint. In summary, at the hearing the tenant simply repeated the complaints (a) to (g) above.

THE ACT

9. 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.”

10. 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

11. The complaints before the Committee as per the tenants' application and our determinations in relation to this are as follows;-
- (a) On the exterior of the property, the chimney pot on the north-east end of the property is cracked and requires replacing**
12. The landlord's agent admitted at the inspection that this chimney pot was cracked and required replacing and that this was in the process of being attended to. Accordingly, the Committee determines that the chimney pot on the north-east end of the property is cracked and requires replacing and is not in a reasonable state of repair and in proper working order.

(b) On the exterior of the property, the pointing requires re-pointing

13. On inspection by the Committee, the pointing on the exterior of the property appeared to be in a reasonable condition. Accordingly, the Committee determines that the pointing is in a reasonable state of repair and in proper working order.

(c) On the exterior of the property, the access bridge requires re-pointing and missing stones replaced

14. On inspection by the Committee, the tenants advised that the missing stones had been replaced, however, the Committee was of the opinion that the bridge appeared to be in a reasonable condition. Accordingly, the Committee determines that the bridge is in a reasonable state of repair and in proper working order.

(d) In the kitchen of the property, a broken cupboard drawer is stiff and requires repair

15. On inspection by the Committee, a cupboard drawer in the kitchen was slightly stiff but was functional. The Committee was of the opinion that the drawer functioned satisfactorily and was in a reasonable condition. Accordingly, the Committee determines that the kitchen drawer is in a reasonable state of repair and in proper working order.

(e) In the hall of the property, the ceiling on the first floor is cracked and requires repair

16. On inspection by the Committee, the Committee observed a minor crack to the hall ceiling but was of the opinion that the ceiling was still in a reasonable condition. Accordingly, the Committee determines that the ceiling on the first floor is in a reasonable state of repair and in proper working order.

(f) In the hall of the property, the smoke alarms need replaced

17. On inspection by the Committee, it was observed that the smoke alarms on the ground and first floor hall ceilings were battery operated only. These smoke alarms should be mains wired and interlinked and there should be an alarm on each level. Accordingly, the Committee determines that the property does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.

(g) In the main bedroom, the wardrobe doors do not function properly and requires repair

18. On inspection by the Committee, the Committee observed that the wardrobe doors were extremely stiff and were not in a reasonable condition. Accordingly, the Committee determines that the wardrobe is not in a reasonable state of repair and in proper working order.

SUMMARY OF DECISION

19. 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.
20. The Committee accordingly makes a Repairing Standard Enforcement Order as required by section 24(1).

RIGHT OF APPEAL

21. 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

22. 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.

Signed **S Walker**

Steven P Walker
Advocate & Barrister

Chairman
Private Rented Housing Committee

1st November, 2010