



## Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

**Re: 1, Highfield Avenue, Inverness, IV3 8RW being the subjects registered in the Land Register of Scotland under title number INV24830 ('The Property')**

**The Parties:**

**Mrs Margaret Andrew residing at 1 Highfield Avenue, Inverness, IV3 8RW ('The Tenant')**

**Mr Norman Andrew residing at 3 Waterloo Cottages, Nairn, IV12 SJU ('The Landlord')**

REF:PRHP/RP/15/0293

The Committee members were Jacqui Taylor (Chairperson) and Angus Anderson (Surveyor Member).

**NOTICE TO  
The said Norman Andrew**

Whereas in terms of their decision dated 17th February 2016, the Private Rented Housing Committee determined that the Landlords have failed to comply with the duty imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 and in particular the Landlords have failed to ensure that: the structure and exterior of the Property (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order and that the fixtures and fittings and appliances provided by the Landlords under the Tenancy are in a reasonable state of repair and 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 Property 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 to:-

1. Repair or replace the patio door.
2. Repair or replace the defective areas of fencing and the gate to render them in a reasonable state of repair and proper working order.
3. Repair or replace the dishwasher.

The Private Rented Housing Committee order that these works must be carried out and completed By 30<sup>th</sup> April 2016.

**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: IN WITNESS WHEREOF these presents are subscribed at Irvine on 17<sup>th</sup> February 2016 by Jacqueline Carol Taylor, chairperson of PRHP, 65, High Street, Irvine in the presence of the witness KEIRSTEN BYRNE, 65, High Street, Irvine.

Signed..... **J Taylor** ..... Date 17<sup>th</sup> February 2016

Chairperson  
**K Byrne**

.....witness



## Determination by Private Rented Housing Committee

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

**Re: 1, Highfield Avenue, Inverness, IV3 8RW being the subjects registered in the Land Register of Scotland under title number INV24830 ('The Property')**

**The Parties:**

**Mrs Margaret Andrew residing at 1 Highfield Avenue, Inverness, IV3 8RW ('The Tenant')**

**Mr Norman Andrew residing at 3 Waterloo Cottages, Nairn, IV12 SJU ('The Landlord')**

REF:PRHP/RP/15/0293

#### Decision

The Committee, having made such enquiries as it saw fit for the purposes of determining whether the Landlord has complied with the duty imposed by Section 14 (1)(b) in relation to the Property, determined that the Landlord has failed to comply with the duty imposed by Section 14 (1)(b) of the Act.

#### Background

1. By application dated 22<sup>ND</sup> October 2015 the Tenant applied to the Private Rented Housing Panel for a determination of whether the Landlord has failed to comply with the duties imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 ("the Act").
2. The application by the Tenant stated that she considered that the Landlord has failed to comply with her duty to ensure that the Property meets the repairing standard. She advised that the Property is not wind and watertight and in all other respects reasonably fit for human habitation; the structure and exterior of the Property (including drains, gutters and external pipes) are not in a reasonable state of repair and in proper working order and the Property does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.

In particular the application stated:-

1. Patio door is neither wind or watertight and cannot be opened it is unfit for purpose.
2. Some electrical sockets at the Property do not work.
3. Loose ridging tiles on roof. The Landlord visited in January 2015 and saw the storm damage.
4. Gas safety checks require to be carried out.
5. No wired devices to detect fire at the property.
6. Rhones at the Property require to be cleaned.
7. Windows at the front of the Property require painting.
8. Lots of exterior fencing is in an unsafe state. I have already replaced at my own expense some of the fencing but I am not in a position to incur the cost of such repairs.
9. There is a strong smell of damp in the bathroom.
10. Appliance in the kitchen (dishwasher) has not worked for sometime.

3. The Tenant had notified the Landlord of the alleged defects by letter of notification dated 7<sup>th</sup> October 2015
4. The President of the Private Rented Housing Panel, having considered the application, referred the application under Section 22 (1) of the Act to a Private Rented Housing Committee.
5. The Committee members were Jacqui Taylor (Chairperson) and Angus Anderson (Surveyor Member).
6. The Private Rented Housing Committee served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon the parties dated 20<sup>th</sup> November 2015.
7. The Landlord's solicitors, The Mackenzie Law Practice, sent written representations dated 25<sup>th</sup> November 2015 which explained that remedial works had been instructed to be carried out to the Property and were scheduled to take place during the weekend of 28<sup>th</sup>/29<sup>th</sup> November 2015.
8. The Committee attended at the Property on 1<sup>st</sup> February 2016. It was very windy and it was also raining during the inspection.

The Property is an extended semi-detached bungalow with concrete tiled roof. The property is approximately thirty five years old. The accommodation comprises living room, three bedrooms, kitchen/ dining room and bathroom.

The Tenant was present at the inspection. The Landlord was not present and was not represented. The Committee inspected the alleged defects and found as follows:-

**1. Patio door is neither wind or watertight and cannot be opened it is unfit for purpose.**

The patio doors are timber framed double glazed doors. Both doors were partly misted. There was decay to the timber sill and some of the joints of the doors had opened up. The doors could not be opened as they had been sealed with mastic. However the doors were wind and water tight.

**2. Some electrical sockets at the Property do not work.**

The Tenant confirmed that the defective electrical sockets in the kitchen and living room had been repaired.

**3. Loose ridging tiles on roof. The Landlord visited in January 2015 and saw the storm damage.**

The Tenant explained that four ridge tiles had been replaced recently.

**4. Gas safety checks require to be carried out.**

The Tenant explained that she has never been provided with a gas safety certificate.

**5. No wired devices to detect fire at the property.**

There was a carbon monoxide detector near the boiler, a mains connected optical smoke alarm in the hall and living room and a heat detector in the kitchen.

**6. Rhones at the Property require to be cleaned.**

There was no evidence of vegetation in the rhones at the inspection.

**7. Windows at the front of the Property require painting.**

The windows are timber framed double glazed windows that are wind and water tight. Externally the décor to the front windows is weathered.

**8. Lots of exterior fencing is in an unsafe state. I have already replaced at my own expense some of the fencing but I am not in a position to incur the cost of such repairs.**

There is a timber fence around the side and rear gardens and parking area. Sections of the wooden panels were loose or broken and a number of the fence posts are not vertical. The garden side gate does not close properly as the handle and locking mechanism are loose and there is no keep on the post. It is secured with a piece of washing line.

**9. There is a strong smell of damp in the bathroom.**

The bathroom is a fully tiled, internal bathroom. There was no evidence of dampness at the inspection and no damp smells.

**10. Appliance in the kitchen (dishwasher) has not worked for sometime.**

The Tenant explained that the integral dishwasher does not work properly. It fills with water but it does not heat.

Photographs were taken during the inspection and are attached as a Schedule to this report.

9. Following the inspection of the Property the Private Rented Housing Committee held a hearing in the Spectrum Centre, 1, Margaret Street, Inverness, IV1 1LS.

The Tenant and the Landlord attended. They advised as follows:

**9.1. Patio door is neither wind or watertight and cannot be opened it is unfit for purpose.**

The Landlord acknowledged the patio doors are defective and explained that when the weather improves he will install new patio doors. The Tenant expressed dissatisfaction with the delay in having the defects remedied.

**9.2. Some electrical sockets at the Property do not work.**

The parties confirmed that the electrical sockets had been repaired.

**9.3. Loose ridging tiles on roof. The Landlord visited in January 2015 and saw the storm damage.**

The Tenant confirmed that she had arranged the repair to the ridge tiles. The Landlord explained that his son had gone onto the roof and checked that the ridge tiles were secure.

**9.4. Gas safety checks require to be carried out.**

The Landlord provided the Committee with a copy of the Gas safety Certificate dated 27<sup>th</sup> February 2015. The Certificate confirmed that the boiler was safe to use.

**9.5. No wired devices to detect fire at the Property.**

The parties confirmed that the alarms in the Property worked correctly.

**9.6. Rhones at the Property require to be cleaned.**

The parties confirmed that the rhones had been cleaned.

**9.7. Windows at the front of the Property require painting.**

The Landlord explained that he considered the windows to be in a reasonable state of repair and it was an easy job to give them a coat of paint.

**9.8. Lots of exterior fencing is in an unsafe state. I have already replaced at my own expense some of the fencing but I am not in a position to incur the cost of such repairs.**

The Landlord explained that the fence had been erected approximately 12 years ago. He confirmed that he would have a look at the fence and have it repaired.

**9.9. There is a strong smell of damp in the bathroom.**

The Tenant explained that the damp smell in the bathroom is not there all of the time. If the bathroom door is closed all night the smell will be there in the morning. The Landlord stated that the bath panel had been taken off to check for leaks and the area was found to be dry. The Landlord advised that the jets of the Jacuzzi bath need to be cleaned properly with the correct cleaning fluid as he suspects that this may be the cause of the smells.

**9.10. Appliance in the kitchen (dishwasher) has not worked for sometime.**

The Tenant explained that the dishwasher stopped working properly in September 2015.

**10. Summary of the issues**

The Tenant had accepted that the defective electrical sockets, the roof tiles and the smoke alarms had been repaired satisfactorily. She also accepted that the rhones had been cleaned and a valid gas safety certificate had been provided at the hearing.

Thereafter the issues to be determined are:

10.1 The Property is not wind and watertight and in all other respects reasonably fit for human habitation (Section 13(1)(a) of The Housing (Scotland) Act 2006).

Whether the patio door is not wind and water tight and whether there is dampness in the bathroom resulting in the Property not being wind and water tight and in all other respects reasonably fit for human habitation.

10.2 The structure and exterior of the Property (including drains, gutters and external pipes) are not in a reasonable state of repair and proper working order (Section 13(1)(b) of The Housing (Scotland) Act 2006).

Whether the patio door, the windows and the fencing are a reasonable state of repair and proper working order.

10.3 That the fixtures, fittings and appliances provided by the Landlord under the tenancy were not in a reasonable state of repair and in proper working order (Section 13(1)(d) of The Housing (Scotland) Act 2006).

Whether the dishwasher is in a reasonable state of repair and in proper working order.

## **11. Findings of fact**

The Committee determined that:

11.1 The Property is not wind and watertight and in all other respects reasonably fit for human habitation (Section 13(1)(a) of The Housing (Scotland) Act 2006).

That the patio door was wind and water tight and there was no evidence of dampness in the bathroom at the inspection. Accordingly the Property is wind and water tight and in all other respects reasonably fit for human habitation.

11.2 The structure and exterior of the Property (including drains, gutters and external pipes) are not in a reasonable state of repair and proper working order (Section 13(1)(b) of The Housing (Scotland) Act 2006).

The patio door did not lock or open and close properly and the stated defects in the fences result in these items not being in a reasonable state of repair and proper working order.

The windows were wind and water tight and operated properly. The window frames needed to be painted but this was a cosmetic issue and did not prevent them from being in a reasonable state of repair and proper working order.

11.3 That the fixtures, fittings and appliances provided by the Landlord under the tenancy were not in a reasonable state of repair and in proper working order (Section 13(1)(d) of The Housing (Scotland) Act 2006).

That the dishwasher did not work properly, as explained, and accordingly it is not in a reasonable state of repair and in proper working order.

## **12. Decision**

The Committee accordingly determined that the Landlord has failed to comply with the duties imposed by Section 14(1)(b), of the Act, as stated.

The Committee proceeded to make a Repairing Standard Enforcement Order as required by section 24(1).

13. The decision of the Committee was unanimous.

**Right of Appeal**

**14. 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**

15. 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 ..... **J Taylor** ..... Date 17<sup>th</sup> February 2016  
Chairperson



Schedule of Photographs  
1 Highfield Avenue, Inverness IV3 8RW  
Case Reference Number PRHP/RP/15/0293  
Date: 01/02/2016



Figure 1 Front Elevation





Figure 8 Example of damaged fencing



Figure 9 Damaged gate



Figure 2 Side elevation and patio doors



Figure 3 Decay to patio door



Figure 4 Patio door open joint

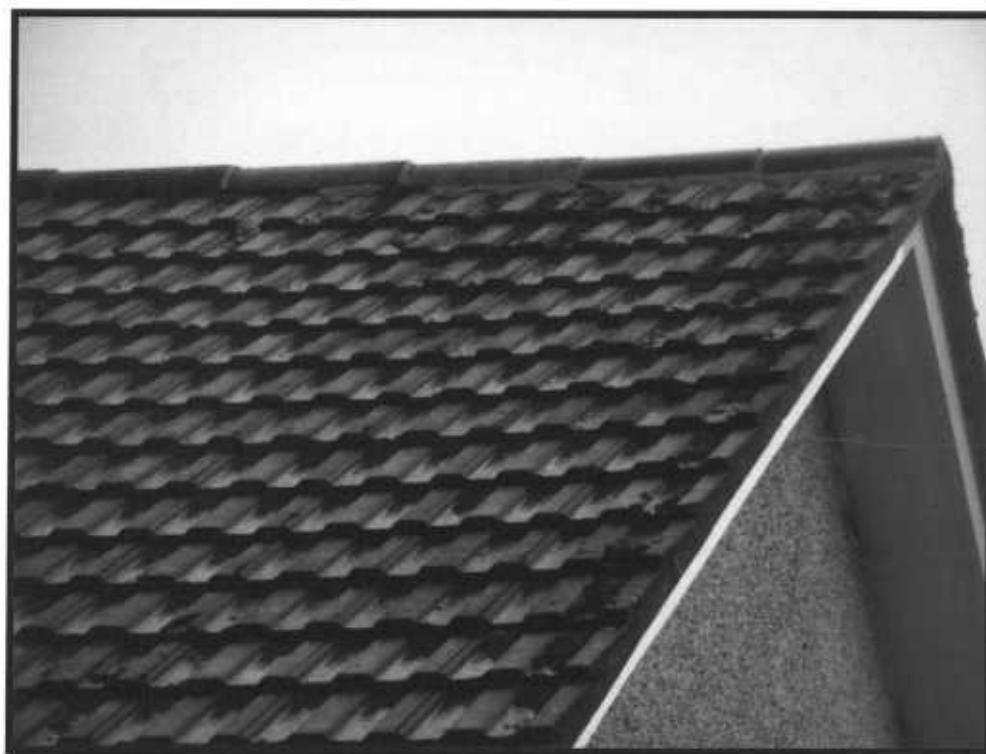


Figure 5 Ridge tiles.



Figure 6 One of the hard wired smoke alarm

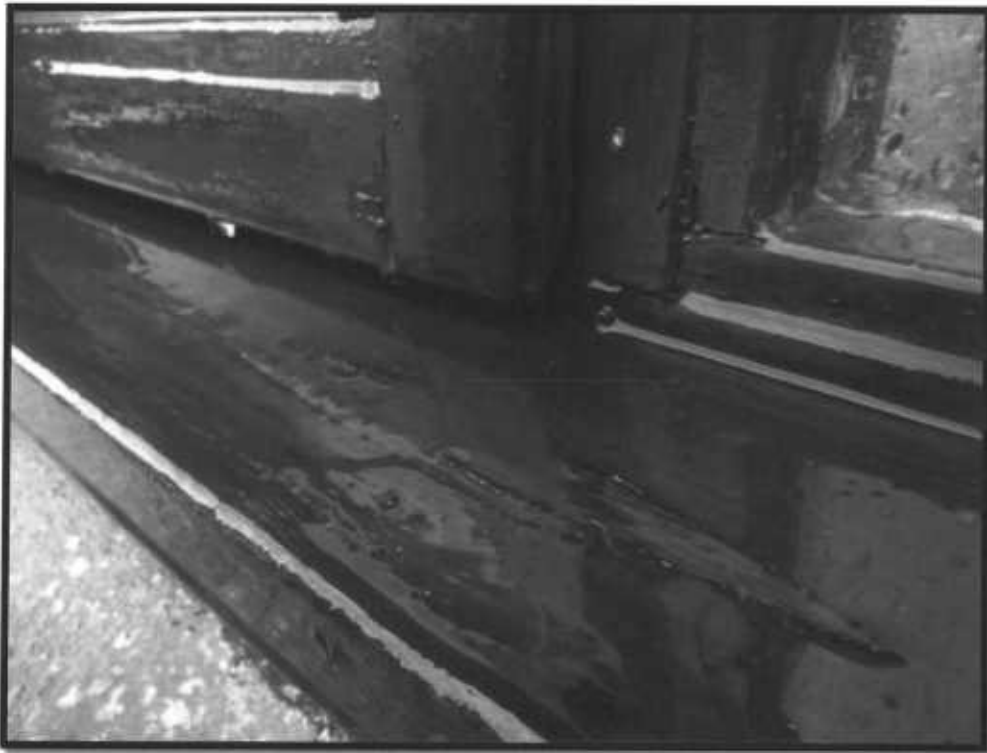


Figure 7 Typical paintwork to front windows