



Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

Case Reference Number: PRHP/RP/15/0314

Re: 30 Clifford Street, Glasgow G51 1PA (“the property”)

Land Register Title No: GLA40116

The Parties:-

Mr Sayed Gillani, residing at the property (“the tenant”)

Mr Wahsaka Singh Pall, c/o GPS Property World, 467 Victoria Road, Glasgow G42 RL (“the landlord”)

The committee: – Sarah O’Neill (Chairperson); Ian Mowatt (Surveyor Member)

NOTICE TO: Mr Wahsaka Singh Pall (the landlord)

Whereas in terms of its decision dated 19 April 2016, the Private Rented Housing Committee determined that the landlord had failed to comply with the duty imposed on him by Section 14 (1) (b) of the Act, and in particular that the landlord has failed to ensure that the house meets the repairing standard in that 1) the structure and exterior of the house (including drains, gutters and external pipes) are not in a reasonable state of repair and in proper working order; 2) the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are not in a reasonable state of repair and in proper working order; and 3) the fixtures, fittings and appliances provided by the landlord under the tenancy are not 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 purpose 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 before the date specified in this order.

In particular the Private Rented Housing Committee requires the landlord to:

1. Repair or replace the control valves on the radiators throughout the property to ensure that these are in a reasonable state of repair and in proper working order.
2. Provide an up to date gas safety certificate in respect of the property by a Gas Safe registered engineer, showing that all gas installations and appliances, including in particular the radiators, have been checked and are working safely.
3. Repair or replace the defective electrical sockets in bedroom 1, the kitchen and the living room as necessary in order to ensure that these are in a reasonable state of repair and in proper working order.
4. Provide an up to date Electrical Installation Condition Report (EICR) in respect of the property by a suitably qualified and registered SELECT or NICEIC electrical contractor, showing that all electrical installations, fixtures and fittings – including in particular the electrical sockets mentioned at 3 above and the fridge freezer - and all appliances have been checked and are working safely.
5. Should the above EICR show that the fridge freezer is not working safely, repair or replace the fridge freezer as necessary to ensure that it is in a reasonable state of repair and in proper working order.
6. Provide an appropriate key or keys which are capable of locking the windows throughout the property in order to ensure that they are in a reasonable state of repair and in proper working order.
7. Securely fix an appropriate cover to the front of the wall vent in bedroom 1 in order to ensure that the vent is in a reasonable state of repair and in proper working order
8. Repair or replace the bathroom door as necessary in order to ensure that it is in a reasonable state of repair and in proper working order.
9. Repair or replace the vinyl flooring in the kitchen as necessary in order to ensure that it is safe and secure, and is in a reasonable state of repair and in proper working order.
10. Repair or replace the kitchen drawer which is not functioning correctly in order to ensure that it is in a reasonable state of repair and in proper working order.
11. Remove the gas fire in the living room from the property and repair the wall behind it to ensure that this is safe.
12. Replace and fix securely to the living room wall above the bay window the curtain rail and curtain, ensuring that the rail is capable of holding the curtain securely and is in a reasonable state of repair and in proper working order.
13. On completion of all the above works, ensure that all affected finishes and decoration are restored to an acceptable standard.

The Private Rented Housing Committee orders that the works specified in this order must be carried out and completed within the period of **four weeks** from the date of service of this notice.

Rights of Appeal

A landlord or tenant aggrieved by the decision of the 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 any order made in consequence of it is suspended until the appeal is abandoned or finally determined. Where the appeal is abandoned or finally determined by confirming the decision, the decision and the order made in consequence of it are to 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 a 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 a RSEO has effect in relation to the house. This is in terms of Section 28(5) of the Act.

IN WITNESS WHEREOF these presents typewritten on this and the two preceding pages are signed by Sarah Frances O'Neill, solicitor, Chairperson of the Private Rented Housing Committee, at Glasgow on the nineteenth day of April, Two Thousand and Sixteen before this witness -

G Cusick _____ witness **S O'Neill** _____ chairperson

GARY CUSICK _____ name in full

450 ARYLE ST _____ Address

GLASGOW _____

CASEWORKER _____ Occupation



Determination by Private Rented Housing Committee

Statement of Decision of the Private Rented Housing Committee

(Hereinafter referred to as “the committee”)

Under Section 24(1) of the Housing (Scotland) Act 2006 (“the Act”)

Case Reference Number: PRHP/RP/15/0314

Re: 30 Clifford Street, Glasgow G51 1PA (“the property”)

Land Register Title No: GLA40116

The Parties:-

Mr Sayed Gillani, residing at the property (“the tenant”)

Mr Wahsaka Singh Pall, c/o GPS Property World, 467 Victoria Road, Glasgow G42 RL (“the landlord”)

The committee: – Sarah O’Neill (Chairperson); Ian Mowatt (Surveyor Member)

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) of the Housing (Scotland) Act 2006 (“the Act”) in relation to the property, and taking account of all the available evidence, determines that the landlord has failed to comply with the duty imposed on him by Section 14 (1) (b) of the Act. The committee therefore issues a Repairing Standard Enforcement Order. The committee’s decision is unanimous.

Background

1. By application received on 18 November 2015, the tenant applied to the Private Rented Housing Panel (“the panel”) for a determination that the landlord had failed to comply with his duties under Section 14(1) of the Act.
2. In his application, the tenant stated that he believed the landlord had failed to comply with his duty to ensure that the property met the repairing standard as set out in section 13(1) (d) of the Act. His application stated that the landlord had 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
 - any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order
3. The tenant made the following complaints in his application form and notification letters to the landlord:
 1. The radiators are not working.
 2. The house was not clean- it was dusty and smelly.
 3. There is no key for the windows.
 4. The landlord did not move the things that were in the property.
 5. The gas cooker burners are not working.
 6. There is a lot of dampness in the property.
 7. Bedroom 1- socket is broken and there is a big hole in the wall.
 8. Bedroom 2 – there are no curtains and the wallpaper is not fitted properly.
 9. Bathroom door is broken.
 10. Lobby carpet is dirty and needs replacing.
 11. Kitchen- floor is broken; drawers are not fitted properly; socket is broken.
 12. The fridge freezer is dirty and there is a fridge part missing- new fridge needed.
 13. Carpet in living room is dirty and needs replacing.
 14. Sockets in living room are broken.
 15. Gas fire is broken.
 16. Curtain wall is broken in living room
 17. There are holes in the living room wall.
4. On 11 January 2016, the President of the panel issued a minute of decision stating that she considered that in terms of section 23 (3) of the Act there was no longer a reasonable prospect of the dispute being resolved between the parties at a later date; that she had considered the application paperwork submitted by the tenant, comprising documents received between 18

November 2015 and 12 December 2015; and intimating her decision to refer the application to a panel committee for determination.

5. The President of the panel wrote to the parties on 19 January 2016, notifying them under and in terms of the Act of her decision to refer the application under Section 22(1) of the Act to a private rented housing committee and that an inspection and a hearing would take place on 3 March 2016. Written representations were requested by 9 February 2016. No written representations were received from either party.
6. The committee issued a direction to the landlord, requiring him to provide 1) an up to date Electrical Installation Condition Report (EICR) in respect of the property by a suitably qualified and registered SELECT or NICEIC contractor, showing that all electrical installations, fixtures and fittings and all appliances have been checked and are working safely and 2) an up to date gas safety certificate in respect of the property by a Gas Safe registered engineer, showing that all gas installations and appliances have been checked and are working safely, by 25 February 2016. No response to the direction was received by either by that date or before the eventual hearing date.
7. The committee notes that refusal or failure to provide the committee with any document or information required by the committee, without reasonable excuse, is an offence and liable on summary conviction to a fine not exceeding level 3 of the standard scale in terms of Schedule 2 Paragraph 3(3) (c) of the Act.
8. Due to unforeseen circumstances, the committee was unable to proceed with the inspection and hearing on 3 March 2016 as arranged. The inspection and hearing were therefore postponed until 7 April 2016, and both parties were notified accordingly in terms of the requirements of the Act.

The inspection

9. The committee inspected the property on the morning of 7 April 2016. The weather conditions at the time of the committee's inspection were dry and bright. The tenant was present at the property during the inspection. The landlord was not present or represented at the inspection. Photographs were taken during the inspection and are attached as a schedule to this decision.

The property

10. The property is a ground floor main door flat within a tenement estimated to be in the region of 115 years old. The property comprises: a hallway, living

room, two bedrooms, kitchen and bathroom. The tenant confirmed that the property was let on an unfurnished basis.

The hearing

11. Following the inspection, the committee held a hearing at Wellington House, 134-136 Wellington Street, Glasgow G2 2XL. The tenant was present and gave evidence on his own behalf at the hearing. The landlord was not present or represented at the hearing. The committee was satisfied that, in terms of regulation 15 of the Private Rented Housing Panel (Tenant and Third Party Applications) (Scotland) Regulations 2015, the requirements of regulation 15 regarding the giving of notice of a hearing had been complied with. The committee therefore decided to proceed to make a decision on the basis of the inspection, the oral representations made by the tenant at the hearing and the other evidence before the committee.

The evidence

12. The evidence before the committee consisted of:

- The application form completed by the tenant.
- Registers Direct copy of Land Register title GLA40116.
- Short assured tenancy agreement between the parties in respect of the property dated 14 August 2015.
- Letter to GPS Property World, the landlord's agent, from the tenant's social worker dated 7 September 2015.
- Notification letter dated 17 November 2015 from the tenant to the landlord's agent, setting out the repairs alleged to be required, together with signed note of receipt from the landlord's agent, stating that they received this on 18 November 2015.
- Second notification letter from the tenant to the landlord's agent, setting out setting out repairs alleged to be required, together with certificate of posting dated 10 December 2015 and proof of delivery notice dated 14 December 2015.
- The committee's inspection of the property.
- The oral representations of the tenant at the hearing.

Summary of the issues

13. The issue to be determined was whether the property meets the repairing standard as set out in Section 13 of the Act, and whether the landlord had complied with the duty imposed on him by section 14 (1) (b).

Findings of fact

14. The committee made the following findings in fact:

- The tenant entered into a short assured tenancy agreement with the landlord on 14 August 2015 to rent the property for six months from that date.
- The owner of the property is Mr Wahsaka Singh Pall, who is the registered landlord for the property.
- The property is managed on behalf of the landlord by GPS Property World, 467 Victoria Road, Glasgow G42 8RL.
- The committee in its inspection carefully checked the outstanding items which were the subject of the complaint. The committee observed the following:
 - i. There were stains on the walls in several rooms, which appeared to indicate past dampness.
 - ii. Damp meter readings were taken at various locations throughout the property, but no indications of dampness were found. Some of the stained areas were inaccessible due to their height, and readings could not therefore be taken in those areas.
 - iii. All of the windows in the property were unlocked, and when tested, could easily be opened from the inside. There appeared to be no keys for any of the windows.
 - iv. The control valves for the radiators were broken or missing in several rooms in the property.
 - v. In the right hand bedroom (bedroom 1), there was a double electrical socket which was clearly defective.
 - vi. In bedroom 1, there was a wall vent which had a missing cover.
 - vii. In the left hand bedroom (bedroom 2), there was only a thin curtain over the window. There was no curtain hanging from the curtain rail above the window.
 - viii. In bedroom 2, the wallpaper on one wall was cracked and coming away from the wall.
 - ix. The gas cooker in the kitchen had recently been replaced, and appeared to be functioning correctly.
 - x. The vinyl flooring in front of the washing machine in the kitchen was torn and coming away from the floor underneath.
 - xi. When tested by the committee, one of the drawers in the kitchen was not operating correctly.
 - xii. The fridge freezer in the kitchen was of some considerable age, and one of the interior compartments was missing.

- xiii. There was a double electrical socket in the kitchen which was loose and coming away from the wall.
- xiv. The carpet in the hall was dirty and had marks/ holes, and was worn/faded in places.
- xv. Both the top and bottom hinges on the bathroom door were defective, as a result of which the door was incapable of being closed properly.
- xvi. The carpet in the living room appeared to be quite dirty and faded/worn.
- xvii. There was a double electrical socket in the living room, to the left of the fireplace, which had missing screws, and was loose and coming away from the wall.
- xviii. The plaster was coming away above the bay window in the living room, and there were marks where the curtain rail appeared to have come away from the wall.
- xix. There was an old disconnected gas fire sitting on the hearth in the living room, which was not attached to the wall.
- xx. There were small holes in the wooden dado rail on the living room wall, which appeared to have been caused by the removal of an item which had been nailed / screwed onto it.

Reasons for decision

15. Following its inspection and the hearing, the committee determined that:

- the structure and exterior of the house (including drains, gutters and external pipes) are not in a reasonable state of repair and in proper working order
- the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are not in a reasonable state of repair and in proper working order
- the fixtures, fittings and appliances provided by the landlord under the tenancy are not in a reasonable state of repair and in proper working order

16. The complaints before the committee as set out in the tenant's application, and the committee's determinations in relation to each of these, are set out below.

1. The radiators are not working.

17. The committee observed at its inspection that a number of the radiators in the property had missing or broken control valves. The tenant told the committee that the radiators go on and off by themselves, even when the central heating is switched off at the boiler. The committee also observed at its inspection that the boiler was of some age, although the tenant had not specifically complained about the boiler.

18. The committee determines that the radiators, which form part of the installations for space heating in the property are not in a reasonable state of repair and in proper working order.

2. The house was not clean- it was dusty and smelly.

19. The committee was of the view that this was not a repairing standard issue. In any case, this matter seemed to have been resolved by the tenant.

3. There is no key for the windows.

20. The committee observed at its inspection that all of the windows in the property were unlocked, and could easily be opened from the inside. The tenant told the committee that there had been no keys for any of the windows in the property at the time he moved in. They were therefore incapable of being locked shut. The committee accepted the tenant's evidence on this point. The committee notes that the lack of any locks on the windows raises safety issues, as a child could fall or step out of them. It also raises security issues, particularly as the property is a ground floor flat.

21. The committee determines that the windows, which are part of the structure and exterior of the property, are not in a reasonable state of repair and in proper working order

4. The landlord did not move the things that were in the property.

22. The committee was of the view that this was not a repairing standard issue. There was, however, a relevant complaint here regarding the gas fire, which is addressed below.

5. The gas cooker burners are not working.

23. The tenant told the committee that a new gas cooker, which was observed by the committee, had been installed the previous week. He believed that it was functioning correctly. He said that the hob was working, and the committee observed the tenant's wife cooking on the hob during its inspection. He was unsure as to whether the oven was working, but said he thought this was the case.

24. On the basis of the evidence before it, the committee determines that the cooker, which is an appliance provided by the landlord under the tenancy, is in a reasonable state of repair and proper working order.

6. There is a lot of dampness in the property.

25. The tenant told the committee that the property had felt damp, and had smelled of damp, when he and his family had first moved into the property, and that his wife and children had become ill as a result. He said that there no longer appeared to be a damp problem. The property had been empty for some time before he moved in, and he believed the previous dampness had resulted from this.

26. At its inspection, the committee observed stains on the walls in several rooms, which appeared to indicate past dampness. Damp readings were taken at various locations throughout the property, but no indications of dampness were found. Some of the stained areas were inaccessible due to their height, and readings could not therefore be taken in those areas.

27. On the basis of the evidence before it, the committee determined that there was no dampness present within the property at the time of its inspection.

7. Bedroom 1- socket is broken and there is a big hole in the wall.

28. At its inspection, the committee observed that there was an electrical socket in bedroom 1 which was clearly defective. The tenant told the committee that he was unable to use this socket as a result.

29. The committee also observed that there was a wall vent in bedroom 1 which had a missing cover. The tenant told the committee that when he and his family had moved in, the cover was missing, and a temporary cover had been taped on. This had subsequently fallen off, and one of his children had been putting toys into the gap. He had therefore had to move furniture in front of it, in order to seal it off.

30. The committee determines that the electrical socket, which is part of the installations in the house for the supply of electricity, is not in a reasonable state of repair and in proper working order.

31. The committee also determines that the wall vent, which is a fixture provided by the landlord under the tenancy, is not in a reasonable state of repair and in proper working order.

8. Bedroom 2 – there are no curtains and the wallpaper is not fitted properly.

32. At its inspection, the committee observed that there was no curtain hanging from the curtain rail above the window in bedroom 2. The tenant told the committee that there was no curtain present when he moved in. He said that

he had expected there to be a curtain when he moved in. The committee asked whether he had been given an inventory, as referred to in the tenancy agreement, when he moved in. He said he had not. There was accordingly no evidence that any curtain was to be provided by the landlord under the tenancy. This was not therefore a repairing standard issue which the committee could make a decision on.

33. The committee observed that the wallpaper on one wall was cracked and coming away from the wall. The tenant told the committee that the wallpaper had been hanging off when he moved in, and he had had to fix some areas himself. While the committee observed that the wallpaper would benefit from being repaired, it was of the view that this was a cosmetic issue, and was not a repairing standard issue.

9. Bathroom door is broken.

34. The committee observed at its inspection that the bathroom door was coming away at the top hinge, and was incapable of being closed properly.

35. The committee determines that the bathroom door, which is a fixture provided by the landlord under the tenancy, is not in a reasonable state of repair and in proper working order.

10. Hall carpet is dirty and needs replacing.

36. The committee observed that the carpet in the hall was dirty and had marks, and was worn/faded in places. The committee determines that the carpet is a fixture or fitting provided by the landlord under the tenancy. The committee noted that, while the living environment within the property would be improved by the replacement of this carpet, the repairing standard (in terms of section 13 (1) (d) of the Act) requires only that any fixtures or fittings provided by the landlord under the tenancy are in a reasonable state of repair and proper working order. The carpet appeared to be covering the floor adequately and to be properly fitted and fixed to the floor. The committee therefore determines that the carpet is in a reasonable state of repair and in proper working order.

11. Kitchen- floor is broken; drawers are not fitted properly; socket is broken.

37. The committee observed that the vinyl flooring in front of the washing machine was torn and coming away from the floor underneath. This was dangerous, and presented a trip hazard.

38. When tested by the committee, one of the drawers in the kitchen was not operating correctly. The committee also observed that the kitchen cupboards were in a poor state of repair, but it could not include these in its decision, as there was no evidence before it that the tenant had notified the landlord about these.
39. The committee observed at its inspection that there was a double electrical socket in the kitchen which was loose and coming away from the wall.
40. The committee determines that the vinyl flooring, which is a fixture or fitting provided by the landlord under the tenancy, is not in a reasonable state of repair and in proper working order.
41. The committee determines that the kitchen drawer which is not operating correctly, which is a fixture or fitting provided by the landlord under the tenancy, is not in a reasonable state of repair and in proper working order.
42. The committee also determines that the electrical socket, which is part of the installations in the house for the supply of electricity, is not in a reasonable state of repair and in proper working order.
12. *The fridge freezer is dirty and there is a fridge part missing- need a new fridge freezer.*
43. The committee observed at its inspection that the fridge freezer in the kitchen was of some considerable age, and one of the interior compartments was missing. The tenant told the committee that the fridge compartment freezes food, and that water sometimes leaks out from underneath the fridge. The landlord's agent had sent someone round some time ago, who had advised him to turn the appliance off and remove the ice, and that this would resolve the problem. The tenant said that this had resolved the problem temporarily, but that he was still experiencing problems with the appliance.
44. The committee did not observe any signs of leakage or of food in the fridge being frozen. It did not consider that, of itself, the missing interior compartment meant that the fridge freezer was not in a reasonable state of repair and in proper working order. It considered that further investigation was needed, and that evidence was required to show that the appliance has been checked and is working safely. The committee had issued a direction to the landlord requiring the provision of an Electrical Installation Condition Report, which would have provided this information, prior to the inspection and hearing. This had not, however, been received from the landlord.

13. Carpet in the living room is dirty and needs replacing.

45. The committee observed that the carpet in the living room appeared to be quite dirty and faded/worn. The committee determines that the carpet is a fixture or fitting provided by the landlord under the tenancy. As with the hall carpet, the committee noted that, while the living environment within the property would be improved by the replacement of this carpet, the repairing standard (in terms of section 13 (1) (d) of the Act) requires only that any fixtures or fittings provided by the landlord under the tenancy are in a reasonable state of repair and proper working order. The carpet appeared to be covering the floor adequately and to be properly fitted and fixed to the floor. The committee therefore determines that the carpet is in a reasonable state of repair and in proper working order

14. Sockets in living room are broken.

46. The committee observed that there was a double electrical socket in the living room, to the left of the fireplace, which was loose and coming away from the wall. The committee determines that the electrical socket, which is part of the installations in the house for the supply of electricity, is not in a reasonable state of repair and in proper working order.

15. Gas fire is broken.

47. The tenant told the committee that the gas fire was disconnected when he moved into the property. He said that the landlord's agent had told him they would remove the fire and fill in the hole in the wall behind it, but no-one had ever come to take it away. He had thought it was fixed to the wall, but discovered it was just resting there when one of his children had pulled it over.
48. The tenant was not seeking the installation of a working gas fire. He told the committee that he just wanted the landlord to take it away, as it was dangerous.
49. The committee determines that the gas fire is an appliance provided by the landlord under the tenancy, as it was in the property at the time the tenant moved in. Although disconnected, the fire is a safety hazard, and is not in a reasonable state of repair and proper working order.

16. Curtain wall is broken in living room

50. The committee observed at its inspection that the plaster was coming away from the wall above the bay window in the living room, and there were

marks where the curtain rail appeared to have come away from the wall. The tenant told the committee that, when he had moved into the property, there was a curtain rail in place, with a curtain. A couple of months later, both the rail and the curtain fell off the wall. There was therefore no proper curtain (aside from a thin and flimsy white curtain) in the window, allowing passers –by to look into the property.

51. The committee determines that the curtain rail was a fixture or fitting provided by the landlord under the tenancy, which is not in a reasonable state of repair and in proper working order.

17. There are holes in the living room wall.

52. The committee was of the view that this was a cosmetic issue, and was not a repairing standard issue.

Observation by the committee

53. The committee wishes to make an observation on an additional matter, which was not included in the tenant's application. The committee notes that there was no carbon monoxide alarm within the property. At the time when the tenant's application was made, this was not a requirement under the repairing standard. The committee observes, however, that since 1 December 2015, the repairing standard includes a requirement under section 13 (1) (f) of the 2006 Act to ensure that there is satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health. Scottish Government guidance on the provision of carbon monoxide alarms in private rented housing is available at:

<https://www.scottishlandlords.com/LinkClick.aspx?fileticket=t4YWI-asYF0%3D&tabid=432>

54. This guidance states that private landlords must ensure that a detection system is installed in all dwellings they rent to tenants where there is:

- a fixed combustion appliance (excluding an appliance used solely for cooking) in the dwelling or
- a fixed combustion appliance in an inter-connected space, for example, an integral garage
- a combustion appliance necessarily located in a bathroom (advice would be to locate it elsewhere) - the CO detector should be sited outside the room as close to the appliance as possible but allowing for the effect humid air might have on the detector when the bathroom door is open.

55. The guidance also states that it is expected that landlords will have regard to it immediately and ensure CO detection is installed by 1 December 2015. However, if a landlord has a scheduled annual gas safety check it is reasonable to arrange work to install CO detectors at the same time. This will mean that no more than one year from the date of the guidance, all private rented properties should have adequate CO detectors installed.

Summary of decision

56. The committee determines that the landlord has failed to comply with the duty imposed by Section 14 (1) (b) of the Act, and in particular that the landlord has failed to ensure that the house meets the repairing standard in that 1) the structure and exterior of the house (including drains, gutters and external pipes) are not in a reasonable state of repair and in proper working order; 2) the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are not in a reasonable state of repair and in proper working order; and 3) the fixtures, fittings and appliances provided by the landlord under the tenancy are not in a reasonable state of repair and in proper working order.

57. The committee therefore makes a Repairing Standard Enforcement Order as required by section 24 (2) of the Act.

Rights of Appeal

58. A landlord or tenant aggrieved by the decision of the committee may appeal to the sheriff by summary application within 21 days of being notified of that decision.

59. The appropriate respondent in such appeal proceedings is the other party to the proceedings and not the panel or the committee which made the decision.

Effects of Section 63 of the 2006 Act

60. Where such an appeal is made, the effect of the decision and of any Order made in consequence of it is suspended until the appeal is abandoned or finally determined. Where the appeal is abandoned or finally determined by confirming the decision, the decision and the Order made in consequence of it are to be treated as having effect from the day on which the appeal is abandoned or so determined.

Signed..... **S O'Neill**
Sarah O'Neill, Chairperson

.....Date.....19/9/16.....

SCHEDULE OF PHOTOGRAPHS:



Front elevation



Defective electrical socket – one of several



Missing vent cover – Rear right bedroom



Rear left bedroom curtain



Wallpaper rear left bedroom



Kitchen wall unit door



Replacement gas cooker



Fridge/freezer



Kitchen vinyl floor covering



Disconnected gas fire – living room



Hall carpet



Defective radiator valve – one of several



Bathroom door hinge