



**PRIVATE RENTED HOUSING COMMITTEE  
STATEMENT OF REASONS**

**PROPERTY:**

**75A Main Street, Avonbridge, Falkirk, FK1 2NG**

**INSPECTION & HEARING**

**9<sup>th</sup> June, 2010**

## **STATEMENT OF REASONS**

### **INTRODUCTION**

1. This is an application dated 17<sup>th</sup> February, 2010 ('the application') made under section 22(1) of the Housing (Scotland) Act 2006 ('the Act') by Ms. Una Blackwood ('the tenant') regarding the property known as and forming 75A Main Street, Avonbridge, Falkirk, FK1 2NG ('the property'). The landlord of the property is Ms. Vesna Horsburgh ('the landlord') who resides at 27 Irene Terrace, Standburn, Falkirk.
2. In the application the tenant contends that the landlord has failed to comply with the duty imposed on her 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	Mrs Sara Hesp
Housing Member	Mrs Christine Anderson

The Committee was assisted by the Clerk to Committee, Mrs. Ann Allison.

### **THE DOCUMENTATION**

4. The Committee considered all the documents referred to it by the parties including the application and the written representations from the tenant. There were no written representations from the landlord.

### **THE INSPECTION**

5. The inspection took place on 9<sup>th</sup> June, 2010. Only the tenant (together with some of the tenant's friends and family) were present. The landlord did not attend the inspection.
6. The Committee proceeded to inspect the property.

### **DESCRIPTION OF THE PROPERTY**

7. The property is a semi-detached three bedroom house comprising of ground and first floor. The house comprises of a hall, living room, three bedrooms, kitchen, bathroom and conservatory. On the ground floor, none of the electrical light switches were working and the shower switch in the bathroom was hanging off the ceiling in the on position. On the first floor, none of the sockets were working. On inspection, the fuse box had two tripped switches which would not reengage. There appeared to be damp patches in the living room although these patches were dry on testing with a damp meter. There were multiple damp patches on the external wall of the rear bedroom which were damp on testing with a damp meter. There was only one battery operated smoke alarm in the property in the ground floor hall. The property is in the middle of a small village and close to local amenities.

### **THE HEARING**

8. The hearing took place at Avonbridge Community Hall on 9<sup>th</sup> June, 2010. The tenant (together with two friends) and the landlord attended the hearing. The tenant's complaint that the landlord had failed to meet the repairing standard is detailed in section 4 of the application and in her written representations. In summary, and as detailed in submission, the tenant considers there has been a failure by the landlord to meet the repairing standard on the following matters;-

- (a) Chimney. The Chimney in the living room cannot be used as it requires sweeping;
- (b) Gas Tank. The Gas Tank cannot be filled with gas as there is no emergency shut off accessible.
- (c) Hot Water. As there is no gas, there is no hot water. An emersion heater needs to be installed.
- (d) Cooking Hob. As there is no gas, the gas hob does not work.
- (e) Oven. There are two missing food wire trays.
- (f) Damp. There is damp/water penetration in the living room and in the back bedroom to the rear.
- (g) External rhones are broken.
- (h) The wardrobes supplied are broken.
- (i) No fire alarm in the upstairs of the property.
- (j) Electricity Problems. There a problem with the light switches, sockets and shower switch in the property.

9. The Chairman of Committee advised the parties that each complaint would be discussed in turn. The tenant repeated her complaints at the hearing and the landlord responded in turn. In summary, the evidence/submissions of the parties were as follows;-

**(a) Chimney. The Chimney in the living room cannot be used as it requires sweeping;**

The tenant repeated her complaint and said that the landlord told her to have a chimney swept and then ask her to reimburse the cost. The landlord initially responded that the chimney was in working order and that she had seen the tenant using the fire on multiple occasions. The Chairman asked the landlord if she had agreed to have the chimney swept and then reimburse the tenant for the cost of this. The landlord agreed this was the position. The landlord said she was happy to pay for the chimney to be swept, but anxious of paying the tenant the money and the chimney not being swept. The Chairman asked the

landlord why she could not simply instruct a chimney sweep and pay them directly. The landlord agreed that she could do this.

**(b) Gas Tank. The Gas Tank cannot be filled with gas as there is no emergency shut off accessible.**

The tenant repeated her complaint. The landlord said there was only one emergency switch off which was located at the gas tank.

**(c) Hot Water. As there is no gas, there is no hot water. An emersion heater needs to be installed.**

The Chairman said to the parties that the answer to this question depended on the Committee's determination in relation to the gas tank at paragraph (b) above. Both parties agreed.

**(d) Cooking Hob. As there is no gas, the gas hob does not work.**

The Chairman said to the parties that the answer to this question depended on the Committee's determination in relation to the gas tank at paragraph (b) above. Both parties agreed.

**(e) Oven. There are two missing food wire trays.**

The tenant repeated her complaint. The landlord said these trays were present at the commencement of the lease.

**(f) Damp. There is damp/water penetration in the living room and in the back bedroom to the rear.**

The tenant repeated her complaint. The landlord said she had instructed a tradesman to look at this problem in the rear bedroom although she had not instructed any works in relation to this problem.

**(g) External phones are broken.**

The tenant repeated her complaint. The landlord said she was aware of this problem although she had not instructed any works in relation to this problem.

**(h) The wardrobes supplied are broken.**

The tenant repeated her complaint. The landlord said these wardrobes were in proper working order at the commencement of the lease.

**(i) No fire alarm in the upstairs of the property.**

The tenant repeated her complaint. The landlord agreed this was so.

**(j) Electricity Problems. There a problem with the light switches, sockets and shower switch in the property.**

The tenant repeated her complaint. The landlord said that an electrician had been into the property and fixed all of the electrical issues. The Chairman of Committee advised the landlord that on inspection the switches (including the shower switch) and sockets did not work and that two trip switches had tripped in the fuse box. The landlord advised the Committee that she would instruct an electrician in relation to these problems.

The Chairman then thanked the parties for their submissions and advised the parties that the Committee would now consider its decision.

**THE ACT**

10. 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.”*

11. 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**

12. The complaint before the Committee as per the tenant's application and our determinations in relation to this are as follows:-

- (a) Chimney. The Chimney in the living room cannot be used as it requires sweeping.**

As the landlord had agreed that the chimney required sweeping, the Committee determines that the chimney is not in a reasonable state of repair and in proper working order.

**(b) Gas Tank. The Gas Tank cannot be filled with gas as there is no emergency shut off accessible.**

The Committee observed on inspection that there was an emergency switch off located on the gas tank. There was no evidence (other than hearsay evidence) placed before the Committee to suggest that there was a requirement for an additional emergency switch. Accordingly, given that it is the tenant's burden to prove their complaint on the balance of probabilities, the Committee is of the view that the tenant has failed to discharge this burden and so we dismiss this complaint.

**(c) Hot Water. As there is no gas, there is no hot water. An emersion heater needs to be installed.**

As a consequence of the Committee's decision in relation to paragraph 12 (b) above the lack of hot water is a consequence of the tenant's failure to fill the gas tank. Accordingly, we dismiss this complaint. In addition, the repairing standard does not impose a duty on the landlord to install a new appliance, such as an emersion heater, rather it imposes standards of repair in relation to existing appliances. Accordingly, we also dismiss this complaint.

**(d) Cooking Hob. As there is no gas, the gas hob does not work.**

As a consequence of the Committee's decision in relation to paragraph 12 (b) above the lack of a cooking hob is a consequence of the tenant's failure to fill the gas tank. Accordingly, we dismiss this complaint.

**(e) Oven. There are two missing food wire trays.**



There was no evidence placed before the Committee to suggest that these food wire trays were missing at the commencement of the lease. Accordingly, given that it is the tenant's burden to prove their complaint on the balance of probabilities, the Committee is of the view that the tenant has failed to discharge this burden and so we dismiss this complaint.

**(f) Damp. There is damp/water penetration in the living room and in the back bedroom to the rear.**

On inspection, there was no evidence of damp in the living room. Accordingly, we dismiss this complaint. In relation to the rear bedroom, the Committee determines that there is damp on the external wall of the rear bedroom and that the house is not wind and water tight and in all other respects reasonably fit for human habitation.

**(g) External rhones are broken.**

On inspection, the Committee observed that the external rhones were broken and so determines that the external rhones are not in a reasonable state of repair and in proper working order.

**(h) The wardrobes supplied are broken.**

There was no evidence placed before the Committee to suggest that the wardrobes were broken at the commencement of the lease. Accordingly, given that it is the tenant's burden to prove their complaint on the balance of probabilities, the Committee is of the view that the tenant has failed to discharge this burden and so we dismiss this complaint.

**(i) No fire alarm in the upstairs of the property.**

On inspection, it was observed that there was no smoke alarm in the upstairs of the property. Accordingly, the Committee determines that the house has no satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.

**(j) Electricity Problems. There a problem with the light switches, sockets and shower switch in the property.**

On inspection, it was observed that the light switches downstairs, sockets upstairs and shower switch were not in working order. Accordingly, the Committee determines that the installations in the house for the supply of electricity are not in a reasonable state of repair and in proper working order.

**SUMMARY OF DECISION**

13. 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.
14. The Committee accordingly makes a Repairing Standard Enforcement Order as required by section 24(1).

**RIGHT OF APPEAL**

15. 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**

16. 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.

**S Walker**

Signed .....

**Steven P Walker**  
**Advocate & Barrister**

**Chairman**  
**Private Rented Housing Committee**

**29<sup>th</sup> June, 2010**



**REPAIRING STANDARD ENFORCEMENT ORDER**

**BY THE**

**PRIVATE RENTED HOUSING COMMITTEE**

PRHP Ref: FK1/41/10

**PROPERTY**

**75A Main Street, Avonbridge, Falkirk, FK1 2NG TITLE NUMBER STG16817**

**PARTIES**

**MS. UNA BLACKWOOD, residing at 75A Main Street, Avonbridge, Falkirk, FK1 2NG**

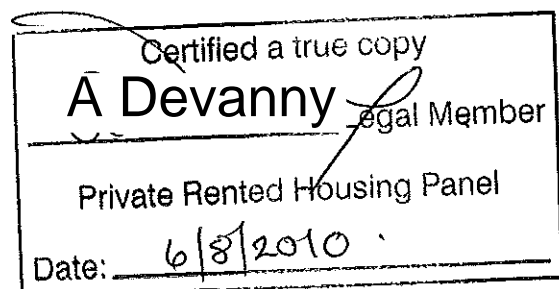
**Tenant**

and

**MOHAMMED SAFDAR AND TASLIM SAFDAR, residing 4 Anne Drive, Stenhousemuir as Trustees for the Firm of AN BROTHERS 18/20 Main Street Cowie.**

**Landlord**

**REPAIRING STANDARD ENFORCEMENT ORDER ('RSEO') AGAINST MOHAMMED SAFDAR AND TASLIM SAFDAR, residing 4 Anne Drive, Stenhousemuir as Trustees for the Firm of AN BROTHERS 18/20 Main Street Cowie, landlord of the subjects known as and forming 75A Main Street, Avonbridge, Falkirk, FK1 2NG TITLE NUMBER STG16817**



1. **WHEREAS** in terms of their decision dated 29<sup>th</sup> June, 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');-
  - (a) The chimney in the living room requires sweeping and repair as appropriate to ensure it is in a reasonable state of repair and in proper working order.
  - (b) In relation to the rear bedroom, the damp on the external wall of the rear bedroom requires repair to ensure that the house is wind and water tight and in all other respects reasonably fit for human habitation.
  - (c) The external rhones require repair to ensure that they are in a reasonable state of repair and in proper working order.
  - (d) Two mains wired and interlinked smoke alarms require to be installed in the ground and first floor halls in order that the house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.
  - (e) The installations in the house for the supply of electricity, in particular the light switches, shower switch, sockets and fuse box, require repair to ensure they are in a reasonable state of repair and in proper working order.

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**

4. 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**

5. 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 Edinburgh on the twenty ninth day of July two thousand and ten before this witness, Emma Potter, Clerk, Advocates Library, Parliament House, Edinburgh, EH1 1RF.

**S Walker**

Chairman

**E Potter**

Witness