



Determination by Private Rented Housing Committee

Statement of decision of the Private Rented Housing Committee under Section 26 (1) of the Housing (Scotland) Act 2006

Reference Number: PRHP/RP/16/0097

Re: Property at 42 Ravenscliffe Drive, Giffnock, G46 7QP, all as more particularly described in and registered in Land Certificate REN6165 (hereinafter referred to as "the property").

The Parties:-

Miss Andrea Cambridge ("the Tenant")

Rabbi Mordecai Bamberger, 38 Yisoh Brocho Street, Jerusalem, 95341, Israel ("the Landlord")

The Committee comprised:-

Patricia Anne Pryce	-	Chairperson
Kingsley Bruce	-	Surveyor Member

Background

1. On 22nd June 2016, the Private Rented Housing Committee ("the Committee") issued a determination which stated that the Landlord had failed to comply with the duties imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 ("the Act"). On the same date, the Committee issued a Repairing Standard Enforcement Order ("RSEO") in respect of the property.
2. The RSEO made by the Committee required the Landlord to:-
 1. To instruct an appropriate and, if necessary invasive, investigation sufficient to allow the inspection of the supporting beam ("the bresummer") across the top of the living room window to determine the extent of any rot which may be present within the beam by a suitably qualified person and to complete any and all repairs identified and recommended by the said investigation.
 2. To carry out all necessary repairs to ensure that the roof is wind and watertight and in reasonable condition including, but not limited to, all slipped, missing and damaged slates to be replaced and all roof details.
 3. To replace the fractured soil stack pipe located to the rear of the property."
3. The Committee ordered that the works specified in the RSEO were to be carried out and completed within 28 days of the date of service of the Notice, that is, by 25th July 2016.

4. The Landlord responded which was sent to the Committee on 12 August 2016 advising that all of the works in terms of the RSEO would be completed by the date of re-inspection and that the RSEO should be revoked.
5. On 26 August 2016, the surveyor member of the Committee which issued the RSEO attended at the property for the purpose of ascertaining whether the said repairs required by the RSEO had been completed. He found that not all of the works specified in the RSEO had been carried out and that the said specified works had not been completed in that: the bresummer beam over the window had not been exposed, however, the Tenant advised that she had declined to allow the Landlord's contractor to undertake this work; the chimney stack had been re-rendered and some slates had been replaced but numerous damaged and missing slates were visible, requiring attention; the downpipe at the rear of the property had not been repaired.
6. A copy of the re-inspection report of the surveyor member was sent to the Landlord. The Landlord emailed on 21 September 2016 in response to this report advising that he had instructed for the works to be carried out and enclosed invoices from the contractors he had used in relation to this advising that he had complied with the RSEO.
7. The Committee attended for a further inspection of the property at 10 am on 10 October 2016 and a further hearing was arranged for the same date at 11 am within Wellington House, 134-136 Wellington Street, Glasgow. The Tenant's parents, Patricia and David Cambridge provided the Committee access to the property. The Landlord was not present nor represented at the inspection. The Committee found that the roof of the property still contained numerous slipped, missing and damaged slates despite some works having been carried out to it. The Committee also found that an attempt had been made to repair the downpipe to the rear of the property by using a mastic type sealant as a filler in the crack but that there was an indication of seepage and corrosion on the cast iron of the pipe and the integrity of the pipe was compromised. The Committee noted that no exploratory works had been carried out to the bresummer beam. The RSEO stated that replacement of the fractured pipe was required.
8. The Tenant was not initially present at the property for the inspection but arrived at the property about 15 minutes after the Committee began its inspection. The Tenant explained that she could not get time off work to attend the hearing and her parents confirmed that they could not attend the hearing on her behalf. The Tenant admitted to the Committee that she would not allow the Landlord's contractor to make a hole in the wall above the living room window where the bresummer beam was located as she expressed concern about the standard of workmanship in terms of the attempted repairs to the roof and she was concerned that he would simply make matters worse if she allowed him to have access to the beam.
9. Neither party attended at the hearing on 10 October 2016.

Decision

10. The Committee notes that attempts have been made to carry out some of the works in terms of the RSEO. However, the Committee notes that these issues remain outstanding in terms of the RSEO.
11. The Committee takes the view that the Landlord has had ample time to carry out the remaining works and that the Landlord believes that the RSEO has been satisfied.

12. Accordingly, the Committee takes the view that the Landlord's failure to implement all of the works amounted to a breach of the RSEO. In accordance with the relevant provisions of Section 26 of the 2006 Act, the Committee required to determine whether an RRO should be made.
13. The Committee took the view that the works required by the RSEO had been outstanding for well over three months. The Committee took the view that these works could have easily been completed in that period of time. The Committee noted that the Tenant had refused to allow the Landlord's roofing contractor to carry out the exploratory work to the bresummer beam, however, she had done so as she had genuinely held concerns about the contractor's competency. Given the state of the roof of the property, the Committee had some sympathy with the Tenant's view. Furthermore, the Committee noted that the Landlord had done nothing further to gain access to the property in order to have this work carried out. The Committee took the view that the failure to carry out the works was having an impact on the Tenant's ability to fully enjoy the property. The Committee took the view that the state of repair of the beam presented a potential danger to the Tenant and her young family, although the Committee noted that the Tenant had refused to allow access and that the rear downpipe was a potential health and safety concern.
14. In all the circumstances, the Committee determined that they would make a Rent Relief Order. The Committee took the view that the appropriate proportion of rent which should be subject to the RRO was 25% of the monthly rent of £570, namely, £142.50 per month. The Committee accordingly determined to make an RRO in those terms.
15. The decision of the Committee is unanimous.

Rights of Appeal

16. 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.
17. The appropriate respondent in such appeal proceedings is the other Party to the proceedings and not the PRHP of the Committee which made the decision.

Effects of Section 63

18. 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.

19. 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.

P. PRYCE

Signed

Date 10th October 2016

Patricia Anne Pryce, Chairperson



Rent Relief Order

Ordered by the Private Rented Housing Committee

Reference Number: PRHP/RP/16/0097

Re: Property at 42 Ravenscliffe Drive, Giffnock, G46 7QP, all as more particularly described in and registered in Land Certificate REN6165 (hereinafter referred to as "the property").

The Parties:-

Miss Andrea Cambridge ("the Tenant")

Rabbi Mordecai Bamberger, 38 Yisoh Brocho Street, Jerusalem, 95341, Israel ("the Landlord")

NOTICE TO: Rabbi Mordecai Bamberger, 38 Yisoh Brocho Street, Jerusalem, 95341, Israel ("the Landlord")

In terms of their decision dated 10 October 2016, the Private Rented Housing Committee ("the Committee") determined in terms of Section 26(1) of the Housing (Scotland) Act 2006 ("the Act") that the Landlord has failed to comply with the Repairing Standard Enforcement Order in relation to the property made by the Committee.

The Committee determined to make a Rent Relief Order in terms of Section 27 of the said Act reducing the rent payable under the tenancy for the property by an amount of 25% of the monthly rent (being £142.50 per calendar month of the current monthly rent of £570) which would, but for the order, be payable. The rent reduction will take effect 28 days after the last date on which the decision to make the Rent Relief Order may be appealed under Section 64 of the said Act.

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. Where the appeal is abandoned or finally determined by confirming the decision, the Rent Relief Order will take effect 28 days after the date on which the appeal is abandoned or the decision is confirmed.

P. PRYCE

Signed

Date 10 October 2016

Patricia Anne Pryce, Chairperson

Private Rented Housing Committee

SCHEDULE OF PHOTOGRAPHS:

42 Ravenscliffe Drive, Giffnock, GLASGOW





DATE: 10 October 2016