



REPAIRING STANDARD ENFORCEMENT ORDER

PROPERTY:

**23 Baron Street, Renfrew, PA4 0JU, registered in the Land Register for Scotland,
Title number REN42642**

THE PARTIES:

**Miss Lorraine Heaney, residing at the property, per Ms Elaine Briggs, NHS Greater
Glasgow & Clyde, Suite 1001, Mile End Business Centre, 12 Seedhill Road, Paisley PA1
1JS (applicant and tenant)**

and

**1. EEH Property Services, 4 Mill Vennell, Renfrew PA4 0AE, per Future
Alliance Letting Management Ltd, 4 Carriagehill Drive, Paisley, PA2 6JG
(registered landlord)**

**2. Mr Jack Fulton, Future Alliance Letting Management Limited, aforesaid
(unregistered landlord)**

and

**John Horne and Anne Marie Horne both residing some time at the property and of
4 Mill Vennel, Renfrew PA4 0AE (registered proprietors)**

PRHP Ref: RP/16/0219

**Committee Members – David Preston (Chairperson); and Carol Jone (Surveyor
Member)**

- 1. WHEREAS** in terms of its decision dated 2 September 2016 the Private Rented Housing Committee ('the Committee') determined that the landlords had 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 failed to meet the repairing standard as set out in section 13(1) of the Act.

2. The Committee now requires the Landlords to 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 is 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 Landlords to carry out the following repairs ('the Works');-
 1. Instruct a suitably qualified electrician who is registered with NICEIC, SELECT or NAPIT to carry out all necessary work to the electrical installation throughout the property and thereafter to lodge an Electrical Installation Certificate in the offices of PRHP.
 2. Carry out all necessary work to ensure that the internal doors are fully operational and to repair and re-fit the bathroom door.
 3. Adjust the windows in the living room to ensure that they can be readily and smoothly opened and closed and to carry out such repairs as are necessary to properly seal the windows to make them fully wind and watertight.
 4. Instruct a suitably qualified builder to investigate the cause of water ingress in the vicinity of the back door and carry out all necessary work to eliminate the ingress.
 5. Repair or replace the fitted oven to ensure that adjacent kitchen units are not damaged by excessive heat and repair or replace the damaged kitchen unit doors.
4. The Committee **HEREBY FURTHER ORDERS** that the Works specified in this Order must be carried out within **six weeks** from the date of service of this Order.

RIGHT OF APPEAL

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

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 consisting of this and the two preceding pages are subscribed as follows:

D Preston.....Chairman

2 September 16.....Date of Signing

OBAN.....Place of Signing

W G Seaton.....Witness

WILLIAM GORDON SEATON.....Name

22 BRISTOL SQUARES.....Address

OBAN......

PA 34 4AT......

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**STATEMENT OF DECISION OF THE PRIVATE RENTED HOUSING COMMITTEE UNDER
SECTION 24 OF THE HOUSING (SCOTLAND ACT 2006 AND THE PRIVATE RENTED
HOUSING PANEL (TENANT AND THIRD PARTY APPLICATIONS)(SCOTLAND)
REGULATIONS 2015**

in connection with

**23 Baron Street, Renfrew, PA4 0JU, registered in the Land Register for Scotland, Title
number REN42642 (the property)**

THE PARTIES:

**Miss Lorraine Heaney, residing at the property, per Ms Elaine Briggs, NHS Greater Glasgow
& Clyde, Suite 1001, Mile End Business Centre, 12 Seedhill Road, Paisley PA1 1JS
(applicant and tenant)**

and

- 1. EEH Property Services, 4 Mill Vennell, Renfrew PA4 0AE, per Future Alliance Letting
Management Ltd, 4 Carriagehill Drive, Paisley PA2 6JG, (registered landlord)**
- 2. Mr Jack Fulton, Future Alliance Letting Management Limited, aforesaid
(unregistered landlord)**

and

**John Horne and Anne Marie Horne both residing some time at the property and of 4 Mill
Vennell, aforesaid (registered proprietors)**

PRHP Ref: RP/16/0219

Committee Members: David M Preston (convener) and Carol Jones (surveyor member)

2 September 2016

Decision:

The Committee, having made such enquiries as are fit for the purposes of determining whether the landlord had complied with the duty imposed by section 14(1)(b) of the Housing (Scotland) Act 2006 (hereinafter referred to as “the Act”) in relation to the property, and taking account of the representations by both the landlord and the tenant:

- 1. Determined that the landlord had failed to comply with the said duty; and**
- 2. Determined to issue a Repairing Standard Enforcement Order under section 24(2) of the Act.**

Background:

1. By application received 14 June 2016, the tenant sought a determination of whether the landlord had failed to comply with the duties imposed by section 14(1)(b) of the Act.
2. The tenant complained that the landlord had failed to ensure that the property met the Repairing Standard in respect that:
 - a) The property was not wind and watertight and in all other respects reasonably fit for human habitation;
 - b) The structure and exterior of the property (including drains, gutters and external pipes) were not in a reasonable state of repair and in proper working order;
 - c) The installations in the property for the supply of water, gas and electricity and for sanitation, space heating and heating water were not in a reasonable state of repair and proper working order;
 - d) Fixtures, fittings and appliances provided by the landlord under the tenancy were not in a reasonable state of repair and proper working order;
 - e) Furnishings provided by the landlord under the tenancy were not capable of being used safely for the purpose for which they were designed.
3. In particular the tenant complained as follows:
 - a) electrical sockets require repair as some produce smoke;
 - b) electrical wiring out of date;
 - c) internal doors do not close appropriately, which is against fire regulations;
 - d) windows do not open freely, contributing to dampness;

- e) external door area in kitchen not watertight, adding to dampness. All windows not watertight;
 - f) oven heat melting cupboard doors.
4. The tenant's complaints were intimated to the landlord by recorded delivery mail on 13 June 2016.
 5. By Minute of Decision dated 1 July 2016 the application was referred to the Committee. A Notice of Referral, Inspection and Hearing dated 14 July 2016 was sent to the parties and the Panel scheduled the inspection and hearing for 25 August 2016.
 6. Following service of the Notice of Referral, no further written representations were received from the tenant. The landlord response form dated 29 August 2016 indicated that he did not intend to attend the hearing and was happy for the Committee to make their decision without an oral hearing. The landlord submitted representations in terms of a letter dated 26 July 2016.
 7. The Committee noted that the landlord specified on the application form was Jack Fulton whose address was stated to be 4 Mill Vennel, Renfrew PA7 0AE. The landlord specified on the Short Assured Tenancy Agreement dated 10 December 2013 was also stated to be Jack Fulton whose agent was described as Penny Lane Holmes. The application was notified to the Register of Landlords on 4 July 2016 and the response to the notice dated 12 July 2016 disclosed that the registered landlord for the property was stated to be "EEH Property Services". That response said that Annmarie Horne of 4 Mill Vennel, Renfrew PA4 0AE was described as a "Director". There was no indication of what she was a director of. A search of Companies House disclosed no limited company in the name of "EEH Property Services". The landlord's agent was said to be Future Alliance Letting Management Ltd, designed above. An email response dated 1 September 2016 to a subsequent enquiry of landlord registration made no mention of Annemarie Horne as a director. Accordingly the Committee did not regard "EEH Property Services" as a valid identity for the landlord. The Land Certificate for title number REN42642 disclosed that the registered proprietors of the property were John Horne and Anne Marie Horne as designed above.
 8. Since the Committee requires to identify a landlord against whom any enforcement action can be taken, if necessary, the only possible identity of the landlord is as per the lease itself, namely Jack Fulton, designed above, who is an unregistered landlord of the property. If he was acting in the capacity of an agent for another party, the identity and designation of such other party is undisclosed and as such Mr Fulton assumes personal responsibility under the

lease as an agent acting for an undisclosed principal. John and Annemarie Horne are involved as registered proprietors of the property.

Inspection:

9. The Committee attended at the property on the morning of 25 August 2016 for the purpose of carrying out an inspection. The tenant was present at the property and there was no attendance by or on behalf of the landlord.
10. The property comprises the eastmost flat on the ground floor of a two storey block of eight red sandstone flats with a small garden area to the front and rear. It is situated in a predominantly residential area near Renfrew town centre and around 3 miles northwest of Paisley. Accommodation comprised: hall, large living room; two bedrooms; kitchen and bathroom. Access was by its own front door. A series of photographs of the property were taken with the tenant's consent which is attached to this determination as a schedule.
11. The tenant reported that Mr Fulton had attended the property some days before the scheduled inspection and had asked her to tell the Committee that it was intended that work would be carried out to address some of her concerns. The tenant also handed the Committee a letter dated 23 August 2016 from Mr Fulton. She also advised that an electrician had attended the property about a month previously and inspected the electrical installation. He had said that the property would require to be re-wired throughout. The tenant said that she had been asked by Mr Fulton to vacate the property to allow the works to proceed but she said that she had nowhere else to go.
12. The tenant indicated the points of concern which had been raised by her in the application but made no substantive representations beyond further explanations of the problems.
13. The inspection revealed:
 - a) In respect of items 3(a) and (b) above, the Committee visually inspected the electric sockets and lighting apparatus throughout. The Committee noted old-fashioned wiring on light fittings. The fuse box is very dated and there were surface cabling arrangements running between rooms.
 - b) In respect of item 3(c) above the Committee noted that the doors to one bedroom and the kitchen were not fitted with latch bolts or strike plates. The bathroom door was noted to be hanging free of its hinges. The tenant advised that the bathroom door had been replaced some time ago but the replacement door had been found not to fit. An

additional piece had been attached to the bottom of the door. Having been fitted, the door subsequently came off its hinges. She advised that Mr Fulton had indicated that it would be fixed.

- c) In respect of item 3(d) above, the Committee noted that the windows in the living room were difficult to open and close. The tenant reported that when it rained, water came in through the windows as the seals required to be replaced or repaired. The Committee noted that the external rubber seals were perished and were in need of repair or replacement - see photographs.
- d) In respect of item 3(e) above, the Committee noted an area of damp plaster to the left of the back (kitchen) door to the property. The tenant reported that Mr Fulton said the water had come from the flat above and that the source had been repaired. However the Committee noted excessively high damp readings – see photographs attached. The Committee examined the seal outside the back door and considered that it may have been faulty or inadequate.
- e) In respect of item 3(f) above, the Committee noted that the kitchen unit doors adjacent to and on either side of the fitted oven had been damaged. The damage was consistent with excessive heat having been applied as described by the tenant when the oven was in operation.

14. Although it did not form part of the application, the Committee noted that there was one wall mounted hardwired smoke detector situated in the hall and one intact ceiling mounted battery operated smoke detector and a heat detector was noted in the kitchen. These were not tested by the Committee but it would recommend that the landlord has regard to the current Scottish Government Statutory Guidance on Satisfactory Provision for Detecting and Warning of Fires, full details of which can be found on the PRHP website.

Hearing:

15. Following the inspection, the Committee attended at Wellington House, 134 – 136 Wellington Street Glasgow for the purpose of the hearing. There was no attendance by or on behalf of either the tenant or the landlord.

Summary of Issues:

16. The issue to be determined was whether the property met the repairing standard as laid down in section 13 of the Act and whether the landlord had complied with that duty imposed by section 14(1)(b).

Findings and Reasons:

17. In coming to its decision, the Committee had regard to: the representations of the parties; copy Short Assured Tenancy Agreement dated 10 December 2013 and accompanying papers; copy Land Certificate for the property, title number REN42642; letter from Mr Fulton dated 26 July 2016 addressed to PRHP; letter from Mr Fulton dated 23 August 2016 addressed to the tenant.

It also had regard to its own observations throughout the inspection.

18. In respect of items 3(a) and (b) above, the Committee was satisfied from the information provided by the tenant during the inspection and from the terms of the letter dated 23 August 2016 that the *property requires to be re-wired as a matter of urgency*. The Committee recognised that such work would cause disruption to the tenant while she was in occupation of the property during the re-wiring but was of the view that this was a matter with which she would have to contend in order that the electrical installation could be brought up to date.

19. In respect of item 3(c) above, the Committee noted the view of Mr Fulton as expressed in his letter dated 26 July 2016 that this was only a specific requirement in respect of HMO's. The Committee had no regard to the regulations governing HMO's, it was only concerned with the Repairing Standard as laid down in the Act which requires that all fittings within the property are in a reasonable state of repair and in proper working order. The internal doors fall within the category of "fittings and fixtures" and as such must be maintained to the required standard. An absence of latch bolts and strike plates meant that the internal doors could not be properly closed.

20. In respect of item 3(d) above, the Committee was satisfied that the windows in the living room were not in a reasonable condition and proper working order. From its observations, the windows were found to be extremely difficult to open and close and the external seals were seen to be perished and with holes and gaps – see photographs.

21. In respect of item 3(e) above, the Committee considered the view of Mr Fulton that the ingress of water from the flat above had been resolved. However while areas of the apparent damp patch appeared to have become drier, the protometer readings indicated high levels of damp readings as seen in the photographs attached. The inspection of the silicone seal around the door frame suggested that this may be a source of water ingress and further investigation would be required

22. In respect of item 3(f) above, the Committee had regard to Mr Fulton's representations contained in his letter dated 23 August 2016. However the Committee observed more than ".discolouration around the oven.." The doors on the kitchen units adjacent to and on either side of the oven were damaged and the melamine coating was split and blistered, consistent with excessive heat from the oven. The Committee was unable to agree with the conclusions of Mr Bill Stewart, whose qualifications were not disclosed, that this did not create any risk. Any damage caused by significant overheating would necessarily give rise to a risk of fire. The Committee was of the view that even if the problem were to "...occur with that type of oven...", then that type of oven was unsuitable for use in the situation of the oven in the property. The Committee further considered that the damage to the doors meant that they would require to be repaired or replaced.

Right of Appeal:

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:

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.

D Preston



Schedule of photographs taken during the inspection of 23 Baron Street, Renfrew PA4 0JU by the Private Rented Housing Committee on 25 August 2016.

Reference Number : PRHP/RP/15/0219



Front Elevation



Living Room - single socket



Living Room - single socket



Hall - fuse box



Hall - pendant light fitting



Kitchen - double socket and switch - exposed electrical cable and damaged plaster.



Kitchen - pendant light fitting



Kitchen - socket above kitchen units



Kitchen - light fitting



Kitchen Door - jammed/missing bolt



Bathroom Door- loose hinges



Front Bedroom Door - jammed/missing bolt



Living Room - bay window - Internal - right side



Living Room - bay window - internal - left side



Living Room - bay window - external perished seal



Living Room - bay window - external perished seal and gap



Living Room - bay window - external perished seal



Kitchen - wall to left hand side showing damp patch



External Kitchen door showing sealant



Kitchen - wall to left hand side of external door - high moisture reading at damp patch



Kitchen - wall to left hand side of external door - high moisture reading at base



Kitchen - base unit door to left side of oven - outer coating peeling



Kitchen - base unit door to right side of oven - outer coating peeling

D Preston