



Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

Reference Number:- PRHP/RP/16/0264

Re: Property at 114a Terregles Avenue, Pollokshields, Glasgow, G41 4LJ, all as more particularly described in and registered in Land Certificate GLA159323 (hereinafter referred to as “the property”)

The Parties:-

Mr. Martyn Clark and Mrs. Mary McDonough-Clark (“the Tenants”)

Mr. Alexander Greaves and Mrs. Anne Leslie, care of Greaves Sports Limited, 23 Gordon Street, Glasgow, G1 3PW (“the Landlords”)

NOTICE TO

Mr. Sandy Greaves and Mrs. Anne Leslie, care of Greaves Sports Limited, 23 Gordon Street, Glasgow, G1 3PW

(“the Landlords”)

Whereas in terms of their decision dated 16 October 2016, the Private Rented Housing 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 Landlord has failed to ensure that: the house is wind and watertight and in all other respects fit for human habitation.

The Private Rented Housing Committee now requires the Landlord to carry out such work as is necessary for the purposes of ensuring that the house concerned 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 Landlords:-

1. 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.
2. To make good any decoration in all rooms affected by water ingress, whether current or historical water ingress.
3. To repair the large crack at the top of the external stairs of the property to ensure that the structure and exterior of the house are in a reasonable state of repair and in proper working order.
4. To repair or replace the light fittings located under the cupboards in the kitchen so that they are in a reasonable state of repair and in proper working order.
5. To produce a Portable Appliance Test (PAT) on all portable electrical appliances and equipment supplied by the Landlord and located within the property.
6. To replace the carpet in the dining room (presently used by the Tenants as their bedroom) of the property.
7. To repair or replace the linoleum in the kitchen so that it is capable of being used safely for the purpose for which it was designed.
8. To replace the carpet located within the entrance vestibule the front door of the property.

The Private Rented Housing Committee order that the works specified in this Order must be carried out and completed within the period of 28 days from the date of service of this Notice.

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.

Please note that in terms of Section 28(1) of the Act, a landlord who, without reasonable excuse, fails to comply with an 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 an RSEO has effect in relations to the house. This is in terms of Section 28(5) of the Act.

In witness whereof these presents type written on this page and the preceding page are executed by Patricia Anne Pryce, Chairperson of the Private Rented Housing Committee at Glasgow on 16 October 2016 before this witness:-

Signed

P Pryce

Date 16 October 2016

Patricia Anne Pryce, Chairperson

Witness

N Pryce

Name

NICHOLAS PRYCE

Address

55 BLYTHSWOOD ST, GLASGOW

Occupation

ACCOUNTANT



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

Reference Number: PRHP/RP/16/0264

**Re: Property at 114a Terregles Avenue, Pollokshields, Glasgow, G41 4LJ
("the Property ")**

The Parties:-

Mr. Martyn Clark and Mrs. Mary McDonough-Clark ("the Tenants")

**Mr. Alexander Greaves and Mrs. Anne Leslie, care of Greaves Sports Limited,
23 Gordon Street, Glasgow, G1 3PW ("the Landlords")**

Decision

The Committee, having made such enquiries as it saw fit for the purpose of determining whether the Landlords have complied with the duty imposed by Section 14 (1) (b) of the Housing (Scotland) Act 2006 ("the Act") in relation to the property concerned and, taking account of the evidence submitted by the Tenants and on behalf of the Landlords together with the application by Tenants, determined that the Landlords have failed to comply with the duty imposed by Section 14 (1) (b) of the Act.

The Committee consisted of:-

Patricia Anne Pryce	-	Chairperson
Lori Charles	-	Surveyor Member

Background

- 1. By application comprising of all documents received between 8 August and 29 August 2016, from the Tenants, the Tenants applied to the Private Rented Housing Panel for a determination as to whether the Landlords had failed to comply with the duties imposed by Section 14 (1) (b) of the Act.**
- 2. The application by the Tenants stated that the Tenants considered that the Landlords had failed to comply with their duty to ensure that the property**

meets the repairing standard and the Tenants brought forward the following breaches:-

That the carbon monoxide detectors were only supplied in April 2016 and questioned the adequacy of these.

That the gas safety checks were routinely carried out late and adequate notice for these was not given.

That the gas cooker has two burners that are not reliable.

That the gas fire in the lounge is very difficult to turn on.

That the lighting fixtures under the kitchen cabinets are loose and need to be repaired regularly.

That the blinds supplied with the flat cannot be cleaned due to smoke residue from the previous tenant.

That the wall to wall carpets were stained with pet residue from the previous tenant and cannot be cleaned.

That the carpet on the stairs leading to the attic are dangerously worn.

That the carpet in the entryway is threadbare and growing algae/mildew and that water leaks under the front door there as there is no door seal/weather-strip.

That the occasional rugs supplied with the property are unusable.

That the tumble dryer supplied with the property does not work.

That the electricity supply has been of grave concern since 2013 as water drips into the supply where it enters the property.

That the external stairs leading to the front door are in a poor state of repair.

That the garage was unusable for the first two and half years of the tenancy due to a leaking roof.

That there are significant leaks in four rooms within the property due to water ingress which leads to mould and mildew.

That the property is not wind and watertight as when it rains water enters the property through the cupola located in the attic.

That the linoleum floor covering in the kitchen was damaged due to a leaking boiler in 2013 and remains in that state.

That there is mould on the bathroom ceiling, walls and cornice.

That the door leading to the stairs to the attic was broken.

The Tenants consider that the Landlords are in breach of their duties under the Housing (Scotland) Act 2006 in relation to the repairing standard and in particular the Landlords have failed to ensure:-

(i) The house is wind and watertight and in all other respects reasonably fit for human habitation.

(ii) 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.

(iii) 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.

(iv) Any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order.

(v) Any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed.

(vi) The house has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health.

3. By Minute dated 30 August 2016 the Convener of the Private Rented Housing Panel, with delegated powers under Section 96 of the Housing (Scotland) Act 2014 and Section 21(8A) of the Act, intimated a decision to refer the application under Section 23(1) of the Act to a Private Rented Housing Committee.

4. On 2 September 2016, the Private Rented Housing Committee (“the Committee”) wrote to the parties to advise that the Committee intended to inspect the property on 13 October 2016 at 10.00 hours. The letter further confirmed that a Hearing had been arranged in relation to the application, which Hearing would be held in Wellington House, 134-136 Wellington Street, Glasgow, G2 2XL commencing at 11.30 hours. Finally, the letter confirmed that any written submissions had to be received by the Committee by 23 September 2016.

5. On 7 September 2016, the Committee issued a Notice of Direction in terms of Schedule 2 Paragraphs 2(1) and 3(1)(b) of the Housing (Scotland) Act 2006 and Regulation 14 of the Private rented Housing Panel (Applications and Determinations)(Scotland) Regulations 2007, which Notice required the Landlord to provide to the Committee an Electrical Installation Condition Report (EICR) by a suitably qualified and registered electrician and a Portable Appliance Test on all portable electrical appliances and equipment supplied by the Landlord and located within the property, a report by a suitably qualified Gas Safe registered engineer to address the state of repair and working order of all gas appliances in the property and an Energy Performance Certificate in respect of the property. The said documents were to be lodged with PRHP no later than midday on 22 September 2016.

The Inspection

6. On 13 October 2016, the Committee attended at the property for the purposes of inspection of the property. The Tenants and the Landlords letting agents, Lindsey Raybould and Elisabeth Margaret Parker, of Parker Property, all attended at the inspection. The Landlords did not attend but Parker Property confirmed that they were representing the Landlords.

At the inspection, the Committee noted the following points:-

- (a) The property comprised a five apartment upper villa situated in the residential area of Pollokshields in Glasgow. It is constructed of red sandstone and a traditional slate roof. The property is estimated to be around one hundred years or thereby. Access to the property is afforded by a staircase to the side elevation of the property.
- (b) The accommodation comprises on two levels. On the first floor, there is located two rooms presently used as bedrooms, a dining room, a

living room, a bathroom and a kitchen. There is a flight of stairs which leads to an attic room with a cupola.

- (c) The kitchen had lights fitted under the cupboards but only three of those light units functioned. The remaining five units were loose and had become detached from under the cupboards where they had been located.
- (d) The Tenants indicated that the tumble dryer in the kitchen belonged to them as the tumble dryer supplied with the property by the Landlords had stopped working. However, the Tenants accepted that the tumble dryer provided by the Landlords which was now located in the external garage had now been tested by an electrician and was functioning.
- (e) There was clear staining to the ceiling in the kitchen. Damp meter readings taken by the Surveyor Member of the Committee were very high, indicating recent water ingress.
- (f) The linoleum floor covering in the kitchen was obviously warped and presented a trip hazard to occupants of the property.
- (g) In bedroom one (which is presently used by the Tenants as a dining room) there was staining on the ceiling. The Tenants advised that this had appeared in November 2015. Damp meter readings taken by the Surveyor Member of the Committee were low, indicating that this staining was due to historic water ingress.
- (h) In bedroom one, there were stains on the carpet. The Tenants complained that these smelled of animal urine and had been there since the Tenants had moved into the property five years previously. The Landlords' agents did not dispute that these stains had been there for that length of time. At inspection, the Committee could not smell animal urine from these stains. Damp meter readings of these stains were low and the carpet felt dry to the touch.
- (i) The Committee inspected the bathroom. There was no mould or mildew evident in the bathroom. The Committee noted that an extractor fan had been installed in the ceiling of the bathroom and that this appeared to function well. The Tenants confirmed that they had washed down the ceiling and walls of the bathroom, thus removing any mould or mildew and that they do this on a monthly basis.
- (j) There was clear staining on the ceiling and wall of the living room. Damp meter readings taken by the Surveyor Member of the Committee were very high, indicating recent water ingress. The plaster of the wall was so wet that it gave way when to the top right hand corner of the Surveyor Member's ladder.
- (k) The gas fire located in the living room was the subject of the Gas Safe registered engineer's report produced by the Landlord, confirming that it was in proper working order.
- (l) The carbon monoxide alarm located in the living room had not been affixed to the wall and sat above the fire place.
- (m) In bedroom two to the rear of the property where the children of the Tenants sleep, there was clear staining in the ceiling and wall located above the children's' beds. The damp meter readings taken by the Surveyor Member of the Committee were so high that they were off the scale.

- (n) In bedroom two, there was staining on the carpet in this room but the Committee could detect no smell of animal urine from this.
- (o) The dining room located to the rear of the property (which is presently used by the Tenants as their bedroom) had clear staining on the carpets which did smell strongly of urine and damp meter readings taken by the Surveyor Member of the Committee were high. This had clearly marked the mattress belonging to the Tenants as they preferred to sleep with their mattress directly on the floor. The Tenants confirmed that these carpet stains had been in the property from the beginning of their tenancy. The Agents offered no contrary information in relation to this.
- (p) The dining room (presently the Tenants' bedroom) had staining on the wall above the window. Damp meter readings taken by the Surveyor Member of the Committee were high.
- (q) The door to stairs to the attic was cracked and broken.
- (r) The carpet on the stairs leading to the attic was not in a dangerous condition. The Committee noted that the stairs were very steep and narrow but that the carpet was in a reasonable condition.
- (s) The cupola in the roof of the attic room was dry. There was no evidence of water ingress, although on the day of inspection it was dry. There were vents around the bottom of the cupola which are in keeping with the design of such a cupola.
- (t) The carpet located in the entrance vestibule at the front door of the property was threadbare but there was no sign of mildew or algae. A weather proof strip had been installed at the bottom of the front door.
- (u) There was a large crack located along the top of the external stairs to the property where the stairs joined the wall of the property.
- (v) The garage had been repaired and there was no water ingress at the time of inspection.
- (w) There were missing, broken and slipped slates on the roof of the property. The roof appeared to be the original roof to the property and was uneven in appearance.

The surveyor member of the Committee took several photographs which form the Schedule attached to this decision.

As the inspection had taken an hour and a half to complete, the Committee agreed with parties that the hearing would commence at 12.30, rather than 11.30.

The Hearing

7. The Tenants attended at the hearing. The Landlords agents, Mrs. Raybould and Mrs. Parker from Parker Property, attended at the hearing on behalf of the Landlords. The Landlords did not attend the hearing.

Preliminary Issues

1. The Tenants accepted that they had not properly notified the Landlords of the following parts of their complaints within the application,
“That the carbon monoxide detectors were only supplied in April 2016 and questioned the adequacy of these.
That the gas safety checks were routinely carried out late and adequate notice for these was not given.
That the gas cooker has two burners that are not reliable.”
The Tenants helpfully conceded that these could not be properly considered by the Committee.

2. The Committee noted that the Landlords had complied with the Notice of Direction issued by the Committee insofar as the Landlords had produced all of the documentation ordered to be produced apart from a Portable Appliance Test (PAT) Certificate on all electrical appliances and equipment supplied by the Landlords and located within the property. When questioned by the Committee, the agents for the Landlords could not provide a clear explanation as to why the PAT Certificate had not been provided to the Committee. They advised that it was a colleague who had handled the compliance with the Notice of Direction but that she was presently away on honeymoon. The Committee noted that the Notice of Direction has not been fully complied with and that the lack of explanation provided by the agents was unsatisfactory.

Mrs. Parker confirmed that she was the Managing Director of Parker Property and had been part of this business for around twenty years. Mrs. Raybould confirmed that she was a Director and the Head of Accounts of Parker Property and had worked there for around nine years.

The Tenants complained that the carpets had been stained since before they had moved into the property five years previously. They explained that it was a condition of their taking the property that the carpets were to be professionally cleaned. They complained that the property had been badly stained due to the former tenant being a smoker.

The agents denied this allegation.

The Committee reminded parties that it was the repairing standard of the property as at the date of inspection which the Committee required to consider.

When questioned by the Committee, the agents for the Landlords accepted that the property was suffering from water ingress in four of the rooms. The agents accepted that the property was not wind and watertight and that it was clear that remedial works required to be carried out to the roof. The agents confirmed that works had been carried out to the roof previously but the maintenance of a roof was an ongoing issue.

The Tenants confirmed that they paid £1,100 per calendar month in respect of rent for the property.

The Tenants confirmed that they accepted that the tumble dryer supplied by the Landlords was now functioning. They helpfully accepted that the Gas Safety Record produced by the Landlords showed that the gas fire in the living room was in proper working order.

The Tenants confirmed that there had been no water ingress at the front door of the property since the weather strip had been installed at the bottom of the front door.

The Landlords agents helpfully confirmed that the blinds and the rugs which the Tenants had complained about did not form part of the tenancy agreement and that the Tenants would not be held responsible for the cleaning of the blinds or the replacement of the rugs, which the Tenants had confirmed had been removed by the Landlords at the start of their tenancy.

The agents advised that the lights in the kitchen had not been fixed as the electrician was trying to source new fittings which were not readily available given the age of the lights.

The agents stated that the Landlords maintained the property and would carry out repairs as and when required and, that if it were the decision of the Committee, would carry out any repairs required. However, the agents advised that sometimes access to the property could be difficult and that some of their workmen did not want to go to the property as they found Mr. Clark, the Tenant, difficult to deal with.

However, the agents also confirmed that the Tenants had looked after the property well.

The Tenants confirmed that they felt obliged in terms of their tenancy agreement to report repairs issues as and when these arose.

The Committee noted that it was unfortunate that relations between the Tenants and the agents had broken down to a certain extent.

Given all of the circumstances, the Committee is satisfied that the property is not wind and watertight and in all other aspects reasonably fit for human habitation as a result of water ingress emanating from the roof and water leaking into four rooms in the property. The Committee is satisfied that the structure and exterior of the house are not in a reasonable state of repair and in proper working order as a result of the large crack in the masonry at the top of the external stairs to the property. The Committee is satisfied 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. The Committee is satisfied that the fixtures, fittings and appliances provided by the Landlords under the tenancy

are not in a reasonable state of repair and in proper working order as a result of five of the light fittings in the kitchen not working together with the cracked door leading to the attic stairs. The Committee is satisfied that any furnishings provided by the landlord under the tenancy are not capable of being used safely for the purpose for which they are designed as a result of the damp staining on the carpet in the bedroom of the Tenants, the threadbare carpet at the front door and the warped linoleum in the kitchen.

As narrated above, the Committee has decided that it cannot properly consider the issue of whether or not the house has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health as the Landlords were not properly notified of this issue in advance of the present application.

Decision

8. The Committee accordingly determines that the Landlord has failed to comply with the duty imposed by Section 14 (1) (b) of the Act. The Committee proceeded to make a Repairing Standard Enforcement Order as required by Section 24 (1) of the Act.

9. The decision of the Committee was unanimous.

10. The Private Rented Housing Committee require the Landlord to carry out such works as are necessary to ensure that the property meets the Repairing Standard.

11. The Committee considered that it would be reasonable to allow a period of 28 days from the date of the RSEO to carry out these works.

Reasons for Decision

12. The Committee considers that the Landlord has had sufficient time to carry out the outstanding repairs.

The Committee considers that the Landlord has failed in his duty under Section 14(1)(b) of the Act and has not complied with the repairing standard in terms of Sections 13 (1) (a) of that Act.

Right of Appeal

13. 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

14. 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 **P Pryce**
Patricia Anne Pryce

Date 16 October 2016

Schedule of Photographs

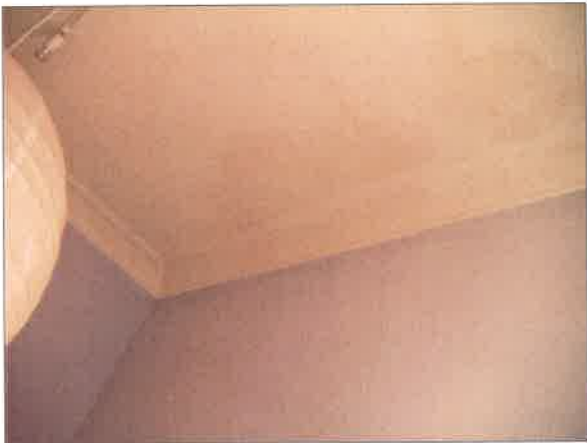
114a Terregles Avenue Glasgow

RPHP/RP/16/0264

Inspection 13th October 2016 – 10:00am



Kitchen



Water ingress high meter reading recorded

Uneven linoleum floor covering – Kitchen



Dining room - Historic water ingress

Lounge – water ingress and carpet staining



Carpet Stain – Cat Urine no smell

Hole made by ladder at inspection



Bedroom 2 (former dining room)



Bedroom 2 – Carpet Stain Cat urine Strong odour and high moisture reading

Bedroom 1 had high moisture readings above bunk bed (picture blurred) carpet staining just visible unable to photograph

Bathroom



Extract fan

Attic room accessed via steep staircase from hall.



Cupalo no evidence of water ingress – Opening in glazing is for ventilation



Entrance vestibule carpet threadbare – no evidence of mould or algae



Cracking at front door – requires to be repaired to prevent water ingress to cellar bellow



New Upvc Electrical box fitted



Coal Cellar under external stair



Garage Dry no evidence of water ingress



Gable - Chimney crown weathered



Rear elevation - Roof condition poor



Front elevation - visible from ground level roof undulation/sag, missing, slipped and broken slates.