



Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

Ref: PRHP/RP/13/0028

Re property at: Flat 1/1, 46 Linnhead Drive, Priesthill, Glasgow, G53 6LS, being the subjects registered in the Land Register of Scotland under Title Number GLA3090 ("the Property")

The Parties:-

Miss Jakki Hodge, residing at Flat 1/1, 46 Linnhead Drive, Priesthill, Glasgow, G53 6LS ("the Tenant")

And

Robert Cevan, Messrs Grant Thornton & Company, 95 Bothwell Street, Glasgow, G1 7JZ, as Trustee in Bankruptcy of Mr David Wright, residing at 10 Thistledown Grove, Coatbridge, ML5 3PR, per his Managing Agents, 24.7 Property Letting (Glasgow) Limited having their place of business at 1A Broomlands Street, Paisley, PA1 2LS who have been appointed Agents to act on behalf of the Trustee ("the Landlord")

NOTICE TO Robert Cevan, Messrs Grant Thornton & Company, 95 Bothwell Street, Glasgow, G1 7JZ, as Trustee in Bankruptcy of Mr David Wright, residing at 10 Thistledown Grove, Coatbridge, ML5 3PR, per his Managing Agents, 24.7 Property Letting (Glasgow) Limited having their place of business at 1A Broomlands Street, Paisley, PA1 2LS who have been appointed Agents to act on behalf of the Trustee

Whereas in terms of their decision dated 18 October 2013, the Private Rented Housing Committee determined that the Landlord had failed to comply with the duty imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 and in particular that the Landlord had failed to ensure that:-

- (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 the drains, gutters and external pipes) are in a reasonable state of repair and in proper working order (Section 13 (1) (b)); and
- (c) Any fixtures, fittings and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order.

The Private Rented Housing Committee now requires the Landlord to carry out such works as are 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 to carry out such works as are necessary to:

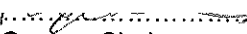
- (a) overhaul/maintain and/or replace all the windows within the property so that they are fully functional, wind and watertight;
- (b) (within the bathroom of the property) ensure the property is not affected by water leaking from the flat above and to carry out such repairs to the ceiling and wall adjacent to the bath so that they are in a reasonable state of repair;
- (c) ensure that the seal around the bath of the property is in a reasonable state of repair and in proper working order;
- (d) replace the missing wardrobe sliding door in the bedroom and to ensure that all sliding doors in that wardrobe are in a reasonable state of repair and in proper working order;
- (e) provide the Tenant with a washer drier being a fitting which was supplied by the Landlord at the start of the tenancy.

The Private Rented Housing Committee order that the works specified in this Order must be carried out and completed within a period of 6 weeks from the date of this order.

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.

A Cowan

Signed 
Andrew Cowan, Chairperson

Date

18/1/13

L McManus

.....Witness

Laura McManus, Secretary, 7 West George Street, Glasgow, G2 1BA



Determination by Private Rented Housing Committee

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

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Re property at: Flat 1/1, 46 Linnhead Drive, Priesthill, Glasgow, G53 6LS, being the subjects registered in the Land Register of Scotland under Title Number GLA3090 ("the Property")

The Parties:-

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And

Robert Cevan, Messrs Grant Thornton & Company, 95 Bothwell Street, Glasgow, G1 7JZ, as Trustee in Bankruptcy of Mr David Wright, residing at 10 Thistledown Grove, Coatbridge, ML5 3PR, per his Managing Agents, 24.7 Property Letting (Glasgow) Limited having their place of business at 1A Broomlands Street, Paisley, PA1 2LS who have been appointed Agents to act on behalf of the Trustee ("the Landlord")

Decision

The Committee, having made such enquiries as it saw fit for the purpose 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 the written evidence lodged by the Tenant, determined that the Landlord has failed to comply with the duty imposed by Section 14 (1)(b) of the Act.

Background

1. By application dated 20 May 2013, Miss Jakki Hodge applied to the Private Rented Housing Panel for a determination as to whether the Landlord had failed to comply with the duties imposed by Section 14 (1)(b) of the Act.
2. The application by the Tenant stated that she considered that the Landlord had failed to comply with his duty to ensure that the house meets the repairing standard and the Tenant brought forward the following alleged breaches of the repairing standard:-

- (a) the windows throughout the property are in poor state of repair and are not wind and watertight;
 - (b) there is a leak into the bathroom of the property from the flat above. The leak is constant and has caused damage to the ceiling of the bathroom together with the walls of the bathroom. In addition, the Tenant is concerned that the ceiling was now unsafe;
 - (c) the seal around the bath is inadequate and allows water to leak below the bath when the shower is in use;
 - (d) one of the wardrobe sliding doors in one of the bedrooms of the property has been removed by the Landlord for repair and has not been repaired and/or replaced;
 - (e) the Landlord had supplied a washer/drier for the Tenant when she moved into the property. That machine had been replaced by the Landlord with a washing machine. The Landlord failed to provide a drier as a replacement for the machine which was originally in the property and as supplied by the Landlord at the time the Tenant took entry to the property;
 - (f) there are cracked tiles on the kitchen flooring of the property;
3. In light of these complaints, the Tenant considered that the Landlord had failed to meet the repairing standard and, in particular the Landlord had failed to ensure that:-
- (a) the house is wind and water tight and 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; and
 - (c) any fixtures, fittings and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order.
4. By letter dated 17 July 2013, the President of the Private Rented Housing panel intimated a decision to refer the application under Section 22(1) of the Act to a Private Rented Housing Committee.
5. By letter dated 29 August 2013, the Private Rented Housing Committee advised both the Landlord and the Tenant that the Private Rented Housing Committee intended to inspect the property on 26 September 2013 at 10am. That letter further confirmed that a Hearing had been arranged in relation to the application, which hearing would be held in the Offices of the Private Rented Housing panel at Europa Building, 450 Argyle Street, Glasgow, G2 8LH.
6. On 26 September 2013, the Private Rented Housing Committee attended at the property for the purposes of the inspection of the property.
7. In addition to the members of the Committee, the inspection was attended by the following parties:-
- (a) Miss Jakki Hodge (the Tenant); and
 - (b) Mr Alan Bate, 24.7 Property Letting Limited, (The Landlord's agent).

On convening at the property the Committee were advised by the Landlord's agent that the owner of the property had recently been declared bankrupt and that a Trustee in Bankruptcy had now been appointed. Mr Bate confirmed that 24/7 Property Letting Limited continued to be instructed

by the Landlord's Trustee in relation to the management of the property. Mr Bate further confirmed that he had instructions from the Trustee in Bankruptcy to carry out such works as the Committee considered necessary to bring the property to the repairing standard. In particular, Mr Bate confirmed that he did not wish to attend a hearing, as the Trustee in Bankruptcy was willing to accept the findings of the Committee.

The inspection

8. The Committee thereafter proceeded to inspect the property. At the inspection on 26 September 2013, The Committee noted the following points:-
 - (a) all the windows throughout the property were in need of maintenance/repair and/or replacement. None of the windows were wind and watertight. A number of the windows were rotten in places and allowed draughts to enter the property;
 - (b) within the bathroom of the property it was apparent there had been recent water ingress from the flat above. The ceiling in the bathroom was bulged as a result of this water ingress and the wall adjacent to the bath was also bulging where the plaster work had been damaged by the water ingress;
 - (c) the Committee observed that the seal around the bath was not sufficient to ensure that, when the shower above the bath was used, water did not seep below the bath;
 - (d) the Committee noted that the tiles in the kitchen had some minor cracking;
 - (e) the Committee noted that in one of the bedrooms one of the sliding wardrobe doors was missing whilst another was hanging off its hinges; and
 - (f) the Committee noted that the property had a washing machine but no drier;

9. Having inspected the property, the Committee discussed their observations with the parties present:-
 - (a) the Committee had noted that the windows throughout the property were in a state of disrepair and were not wind and watertight. The Landlord's agent accepted that this was the position;
 - (b) the Committee noted that the bathroom within the property suffered from water ingress from the flat above and this had caused damage to the ceiling and wall adjacent to the bath. The Landlord's Agent was not able to confirm that any steps had been taken by the Landlord or his agent to contact;
 - (c) the property above and to discuss steps to stop water leaking to into the property. In the circumstances, the Committee were satisfied that the structure of the interior of the house in this respect was not in a reasonable state of repair or in proper working order;
 - (d) The Committee noted that the seal around the bath was not sufficient to stop water seeping below the bath and was not accordingly not in a reasonable state of repair or proper working order. The Committee had observed cracking to the tiles on the kitchen floor. The Committee were of the view, however, that this was in line with nature and there was no failure of the repairing standard in this respect;

- (e) The Committee noted that there was a missing sliding wardrobe door in one of the bedrooms whilst another of the doors was hanging off its hinges. The Committee were satisfied that there was a failure of the repairing standard in this respect as a fitting provided by the Landlord under the tenancy was not in a reasonable state of repair or in proper working order;
- (f) The Committee noted that the Tenant had originally been supplied with a washer drier by the Landlord when she entered the property. This was accepted by the Landlord's agent. The Tenant had now only been given a washing machine by the Landlord and did not have a drying facility. The Committee formed the view that as a washer drier was originally supplied to the Tenant she was entitled to have such a washer drier within the property throughout the period of her tenancy. The fact there was no drier was a breach of the repairing standard as the Landlord has effectively removed this function from the Tenant during the period of the tenancy. The Landlord has a duty to continue to supply appliances in a reasonable state of repair and in proper working order throughout the period of the tenancy.

Decision

- 10. The Committee accordingly determined that the Landlord had 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.
- 11. The decision of the Committee was unanimous.

Right of Appeal

- 12. **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

- 13. 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.

A Cowan
 Signed Date 18/1/13
 Andrew Cowan, Chairperson

L McManus
 Witness

Laura McManus, Secretary, 7 West George Street, Glasgow, G2 1BA