



## **Repairing Standard Enforcement Order**

### **Ordered by the Private Rented Housing Committee**

**Title Number GLA30130**

**prhp/g42/139/11**

**Re: The residential dwellinghouse at**

**G/01  
13 Allison Street  
Glasgow  
G42 8NP**

**("the Property")**

**The Parties:-**

**Mr Robert Eadie formerly resident at the Property**

**("the Tenant")**

**and**

**Miss N Kaur  
18 Vennard Gardens  
Glasgow  
G41 2DA**

**("the Landlord")**

### **NOTICE TO THE LANDLORD**

Whereas in terms of their decision dated seventh December 2011, the Private Rented Housing Committee ("the 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 Property was wind and water tight and in all respects reasonably fit for human habitation;
- (b) the installations in the Property for the supply of electricity were not in a reasonable state of repair and not in proper working order;
- (c) the fixtures, fittings and appliances provided by the Landlord under the Tenancy Agreement were not in a reasonable state of repair and in proper working order.

The Committee now requires the Landlord to carry out such works as are necessary for the purposes of ensuring that the Property 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 Committee requires the Landlord to:

- (a) ensure that the residual dampness in the bedroom and hall is dried out;
- (b) repair or replace the WC and repair the holes in the floor and the ceiling to ensure that it is reasonably fit for human habitation;
- (c) carry out such works as are necessary to ensure that the electrical system is in proper working order and thereafter provide the Committee with a Periodic Inspection Report;
- (d) ensure that the appliances in the kitchen (excluding the cooker/oven but including the washing machine and fridge) are all in proper working order.

The Private Rented Housing Committee order that the works specified in this Order must be carried out and completed within the period of four months 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.

In witness whereof this and the preceding page is subscribed by Ronald G Handley, solicitor, chairperson of the Private Rented Housing Committee at Dunbar on the seventh day of December 2011 before this witness:

Jane Handley  
witness

R G Handley  
chairperson

JANE HANDLEY name in full

23 LESLIE WAY address of witness

DUNBAR

EH42 1GP

COLLEGE MANAGER occupation



**Decision by the Private Rented Housing Committee**

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

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**The Committee's Decision**

**The Committee, having made such enquiries as it saw 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 ("the Act") in relation to the Property, and taking account of the written evidence before it, unanimously determined that the Landlord had failed to comply with the duty imposed by Section 14(1)(b). The Committee therefore requires that the Landlord carries out such works as are necessary for ensuring that the Property meets the Repairing Standard and that any damage caused by the carrying out of any work in pursuance of this Order is made good. The Committee issued a Repairing Standard Enforcement Order ("the RSEO") as annexed to this Statement of Reasons.**

## **The Background**

1. On 21 July 2011 the Tenant applied to the Private Rented Housing Panel ("the PRHP") for a determination as to whether or not the Landlord had failed to comply with the duties imposed by Section 14(1)(b) of the Act.
2. Following receipt of the Tenant's application, the President of the PRHP intimated that the application should be referred to a Private Rented Housing Committee ("the Committee") in accordance with Section 22(1) of the Act.
3. Following lawful termination of the Tenancy Agreement the Tenant vacated the Property and is deemed to have withdrawn his application to the PRHP. However, having fully considered all relevant matters the Committee considered that in accordance with paragraph 7(3) of Schedule 2 of the Act, it was appropriate to determine the application despite the withdrawal.

## **The Application**

4. In his application the Tenant alleged that the Landlord had failed to comply with her duty to ensure that the Property met the Repairing Standard (as defined in the Act). It was submitted that the Landlord had failed to ensure that the Property was wind and water tight and in all respects reasonably fit for human habitation and that 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 not in proper working order.
5. In particular the Tenant submitted in his Application Form that the WC did not work properly, the WC room had a hole in the floor and in the ceiling, the kitchen was unusable, there was dampness in the bedroom (and the Landlord used it for storage) and there was no storage space in the Property.

## **The Evidence**

6. The Committee had before it documents which included Land Register documents, a copy of the Application Form, a copy of the Tenancy Agreement, copy photographs, a letter of 30 August 2011 from Brian Miller, a letter of 19 September 2011 (with attachments) from Clarity Law, documentation from Strathclyde Fire & Rescue and various letters from the City of Glasgow Council. We also had before us written representation from the Landlord.

## **The Inspection**

7. The Committee inspected the Property on 8 November 2011 at 10.00am. The Tenant was not present at the inspection and neither was the

Landlord. However the Landlord's mother (Mrs Kaur) allowed the Committee access to the Property and accompanied the Committee throughout the inspection. She advised the Committee that the Landlord was unable to attend the inspection due to her ill health.

### **The Hearing**

8. The Tenant had requested a Hearing which had been arranged for 11.00am on 8 November 2011. The Landlord had not requested a Hearing. The Tenant did not attend the Hearing and consequently no Hearing was held.

### **Summary of the issues**

9. The issue to be determined by the Committee was whether the Landlord had complied with the requirements of the Act in ensuring that the Property met the Repairing Standard.

### **Findings**

10. The Committee found the following facts to be established:
  - On 2 August 2010 the Tenant and the Landlord entered into a Tenancy Agreement that related to the Property. The Tenancy Agreement has since been lawfully terminated and the Tenant has vacated the Property.
  - The Property is a two room ground floor flat in a tenement block of flats. The Property comprises a WC, kitchen, living room and bedroom. A small room off the kitchen contains a bath.
  - On 22 November 2010 a fire occurred in the Property. The fire caused damage to the cooker/oven and smoke damage throughout the Property. The IRS Incident Report indicates that the fire was the result of an accident and caused by "cooking".
  - The kitchen is not in a reasonable state of repair and there are exposed electrical wires. Many of the appliances including the cooker, oven, washing machine and fridge are not in a reasonable state of repair and not in proper working order.
  - There is a hole in the floor and in the ceiling of the WC room and the WC does not flush.
  - Around 10 months prior to the inspection, water from an upper flat in the tenement block penetrated the stairway wall which forms one of the walls in the hallway and the bedroom of the Property. There is residual dampness in that bedroom wall and in that wall in the hallway of the Property.

## Reasons for the Decision

11. As indicated, Mrs Kaur was in attendance throughout the inspection. Although her English language was somewhat limited, she assisted the Committee by drawing our attention to dampness in the stair way/bedroom wall explaining that the dampness was caused by water penetration which had originated from an upper flat. It was clear to the Committee that there was dampness in this wall and we accepted that it had been caused in the manner claimed. The Committee found no evidence to suggest that the water ingress was continuing but recognised that it would take some time for the walls to dry.
12. The Committee noted that bare electrical wires were protruding from the kitchen wall and it appeared that the electrical system was not in proper working order.
13. As indicated, the Committee had before it various documents from Strathclyde Fire & Rescue. Included was an "IRS Incident Report" which confirmed that a fire had occurred in the Property on 22 November 2010 and that the most likely cause of the fire was from "cooking". It appeared likely that the cooker/oven had been damaged by the fire and consequently, in accordance with section 16(1)(c) of the Act, the damaged cooker/oven was an exception to the landlord's repairing duty. The Committee agreed that no reference should be made to the damaged cooker/oven in the RSEO.
14. The Committee also noted that the WC did not function properly and there were holes in the floor and in the ceiling of the WC room. The WC is not in proper working order and the WC room is not in a reasonable state of repair.
15. From the inspection it seemed likely that the kitchen appliances were not in proper working order. However in the absence of any further information or evidence the Committee were unable to determine if the electrical appliances had been damaged by the fire.
16. As indicated, the fire has caused smoke damage throughout the Property and redecoration is required. In accordance with section 16(1)(c) of the Act, the smoke damage caused by the fire is an exception to the landlord's repairing duty. The Committee agreed that no reference should be made to the smoke damage in the RSEO.
17. Reference was made in the application form to there being inadequate storage facilities in the Property. However it appeared to the Committee that when entering the Tenancy Agreement the Tenant had accepted that there was limited storage available within the Property. The Committee did not accept that any such lack of storage facilities resulted in a failure to comply with the Repairing Standard.

18. The Committee noted from the evidence before us that the Landlord appears to have had a dispute with her insurers and we accept that this may have contributed to a delay in carrying out remedial works. Mrs Kaur told us that the Landlord was attempting to sell the Property. Although no documentary evidence was produced to support this suggestion, we had little reason to doubt this claim. Nonetheless the Property does not meet the Repairing Standard and consequently the Committee considered that it was appropriate to make an RSEO. The Committee reminds the Landlord that although the Property cannot be re-let whilst an RSEO is in force, the RSEO does not prevent her from selling the Property.

### **Decision**

19. The Committee determined that the Landlord had failed to comply with the duty imposed by section 14(1) (b) of the Act.
20. The Committee proceeded to make an RSEO as required by section 24(1) of the Act.
21. The decision of the Committee was unanimous.

### **Right of Appeal**

22. A Landlord(s) or Tenant aggrieved by the decision of a PRHP Committee may appeal to the Sheriff by summary application within 21 days of being notified of that decision.

### **Effect of section 63**

23. 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 decision and the Order will be treated as having effect from the day on which the appeal is abandoned or so determined.

Signed... .. R G Handley ..... Date: 7 December 2011  
Chairperson