



## Repairing Standard Enforcement Order

### Ordered by the Private Rented Housing Committee

Ref: PRHP/RP/14/0207

Re property at: 2 Bogside Farm Cottages, Old Balmore Road, Balmore, Torrance, Glasgow G64 4AE, being the subjects registered in the Land Register of Scotland under Title Number STG57405 ("the Property")

The Parties:-

Mr Marc Jones and Mrs Kim Moran-Jones, residing at 2 Bogside Farm Cottages, Old Balmore Road, Balmore, Glasgow, Torrance, G64 4AE ("the Tenants")

And

Mrs Catherine Barrett, residing at Flat 4/3, 17 Hastie, Street, Glasgow, G3 8AE ("the Landlord")

#### NOTICE TO

Catherine Barrett, residing at Flat 4/3, 17 Hastie, Street, Glasgow, G3 8AE  
("the Landlord")

Whereas in terms of their decision dated 11 December 2014, 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 that the landlord has failed to ensure that any fixtures, fittings and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order, in accordance with Section 13(i)(d) of the Act.

The Private Rented Housing Committee requires the Landlord to either repair and/or replace the integrated fridge/freezer which is situated within the kitchen of the property so that it is in a reasonable state of repair and in proper working order. In the event that the appliance is not capable of being repaired, the Landlord shall provide an alternative and functioning integrated appliance which should replace the appliance provided by the Landlord at the start of the tenancy. Any alternative appliance should be of a similar size and capacity to the original fridge/freezer appliance supplied by the Landlord as at the start of the tenancy and should be in a reasonable state of repair and 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 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 a 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 a RSEO has effect in relation 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 Andrew Cowan, chairperson of the Private Rented Housing Committee at Glasgow on # before this witness:-

Signed ..✓..... Date 11/12/14  
Andrew Cowan, Chairperson

.....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

Ref: PRHP/RP/14/0207

Re property at: 2 Bogside Farm Cottages, Old Balmore Road, Balmore, Torrance, Glasgow G64 4AE, being the subjects registered in the Land Register of Scotland under Title Number STG57405 ("the Property")

The Parties:-

Mr Marc Jones and Mrs Kim Moran-Jones, residing at 2 Bogside Farm Cottages, Old Balmore Road, Balmore, Glasgow, Torrance, G64 4AE ("the Tenants")

And

Mrs Catherine Barrett, residing at Flat 4/3, 17 Hastie, Street, Glasgow, G3 8AE ("the Landlord")

#### 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 and, taking account of the evidence led by the Tenants at the hearing, 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 1 September 2014, the Tenants 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 Tenants states that the Tenants consider that the Landlord has failed to comply with her duty to ensure that the Property meets the repairing standard. In particular, it is alleged by the Tenants that a fixture (namely the integrated fridge freezer) which was provided by the Landlord under the tenancy is not in a reasonable state of repair and not in proper working order.
3. The President of the Private Rented Housing Panel decided to refer the application under Section 22(1) of the Act to a Private Rented Housing Committee ("the Committee").

4. The Committee comprising Andrew Cowan (Chairperson), Charles Reid Thomas (surveyor Member and Mary Lyden (Housing member) inspected the property on 2 December 2014. The Tenants were present at the time of the inspection. The Landlord was not present at the inspection.

### **The Inspection**

5. The Committee inspected the property on the morning of 2 December 2014. At that time the Committee noted the integrated fridge/freezer in the kitchen of the property. The Committee were not able to test the temperature of the fridge section of that appliance. The Committee further noted that there was a further free standing fridge which had been located in the annex to the kitchen.

### **Hearing & Consideration of evidence**

6. The Committee held a hearing in relation to the application at Europa House, 450 Argyle Street, Glasgow on 2 December 2014. The Tenants attended the hearing. The Landlord did not attend the hearing and did not send any representative on her behalf. The Landlord had not lodged any written submissions with the Committee.
7. The Tenants had lodged a written submission with the Committee. These written submissions form part of the Tenant's application. The Tenants submitted that the integrated fridge freezer which had been supplied by the Landlord at the commencement of the tenancy did not operate properly. The Tenants submitted the fridge section of this integrated appliance only achieved a minimum temperature of 12 degrees centigrade. The Tenants submitted in their evidence that as the fridge did not achieve an appropriate minimum temperature, it was insufficient to cool food stuffs and in particular fresh foods such as milk and meat etc. could not be chilled within the fridge section of the integrated appliance as it did not operate correctly.
8. The Committee accepted the evidence of the Tenants in this respect. In particular, the Committee accepted that the fridge section of the integrated fridge freezer appliance as supplied by the Landlord, was not operating correctly and accordingly was not in a reasonable state of repair or in proper working order.
9. At the hearing, the Tenants explained to the Committee that. Following their complaint, the Landlord had provided a further fridge, being the fridge which the Committee had noted in the annex to the kitchen at the time of their inspection. The Tenants highlighted that the alternate fridge which had been provided by the Landlord was approximately half of the volume of the fridge contained within the integrated appliance. The Tenants further highlighted that because the original appliance provided by the Landlord was an integrated appliance, the original fridge required to be kept running in order that the Tenants could continue to use the freezer section of that appliance. In the circumstances therefore, the Tenants submitted that the alternate fridge which had been supplied by the Landlord was not an appropriate substitute for the fridge section of the integrated appliance which had been supplied at the start of the tenancy.
10. The Committee accepted the evidence of the Tenants in this respect. The Committee accepted that the additional fridge which had been supplied by the Landlord was not a suitable substitute for the fridge which formed part of the integrated appliance located in the kitchen at the property.

### **Findings in Fact**

11. The Committee makes the following findings in fact:-

- (a) the Landlord supplied an integrated fridge/freezer at the start of the tenancy between the Landlord and the Tenants.
- (b) the fridge section of the integrated appliance is not functioning correctly and is not suitable for cooling foods. Accordingly the integrated appliance as supplied by the Landlord, is not in a reasonable state of repair and in proper working order.

**Decision**

- 12. The Committee accordingly determined that the Landlord has failed to meet the repairing standard and in particular has failed to ensure that a fitting as provided by the Landlord under the tenancy (namely the integrated fridge/freezer within the kitchen of the property), is in a reasonable state of repair and in proper working order.
- 13. The Committee accordingly proceeded to make a Repairing Standard Enforcement Order ("RSEO") in respect of the property.
- 14. The Committee require the Landlord to either repair and/or replace the integrated fridge/freezer which is situated within the kitchen of the property so that it is in a reasonable state of repair and in proper working order. In the event that the appliance is not capable of being repaired, the Landlord shall provide an alternative and functioning integrated appliance which should replace the appliance provided by the Landlord at the start of the tenancy. Any alternative appliance should be of a similar size and capacity to the original fridge/freezer appliance supplied by the Landlord as at the start of the tenancy and should be in a reasonable state of repair and in proper working order.
- 15. The Committee considered that it was reasonable to allow the Landlord a period of 28 days in which to carry out the terms of the RSEO.

**Right of Appeal**

- 16. 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**

- 17. 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 ..... Date 11/12/14  
Andrew Cowan, Chairperson

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

