



Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

Ref: PRHP/RP/14/0297

Re: Property at Flatted Property at 1 West Brae Paisley, PA1 2EB, being the subjects registered in the Land Register of Scotland under Title Number REN95480 ("the property").

The Parties:-

Ms Tracey Patrick, who resided latterly at 1 West Brae Paisley, PA1 2EB ("the Tenant")

BTL Solutions Limited, a Company Incorporated under the Companies Acts (Company Number SC292359), and having its Registered Office at 123 Stockwell Street, Glasgow ("the Landlord")

NOTICE TO

BTL Solutions Limited, a Company Incorporated under the Companies Acts (Company Number SC292359), and having its Registered Office at 123 Stockwell Street, Glasgow

Whereas in terms of their decision dated 20 August 2015, 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:-

- (a) The property is wind and water tight and in all other respects reasonably fit for human habitation;
- (b) 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 work as is necessary for the purposes of ensuring that the property 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 Landlord to:-

- (a) Repair the missing smoke detector in the hallway of the property; and
- (b) Instruct an electrical condition check on the property which specifically comments upon the light fitting nearest the doorway within the hall of the property, the smoke detector and the bathroom extractor fan. The report should be undertaken by a suitably qualified and registered SELECT or NICEICE electrical contractor and a copy of the report from the contractor on completion of the works should be exhibited to the Committee;
- (c) The Landlord should instruct a suitable pest control company to advise on the slugs which are entering the property at the front door. The Landlord should thereafter take such steps as the pest control company reasonably recommend to eradicate the slugs from the property and to restrict their access through 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 4 weeks 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 and the preceding page are executed by Andrew Cowan chairperson of the Private Rented Housing Committee at Glasgow on 20 August 2015 before this witness:-


A COWAN

Signed .
Andrew Cowan, Chairperson

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

Ref: PRHP/RP/14/0297

Re: Flatted Property at 1 West Brae Paisley, PA1 2EB, being the subjects registered in the Land Register of Scotland under Title Number REN95480 ("the property").

The Parties:-

Ms Tracey Patrick, who resided latterly at 1 West Brae Paisley, PA1 2EB, and whose present whereabouts are unknown ("the Tenant")

BTL Solutions Limited, a Company Incorporated under the Companies Acts (Company Number SC292359), and having its Registered Office at 123 Stockwell Street, Glasgow ("the Landlord")

Decision

The Private Rented Housing Committee ("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 concerned and, taking account of the evidence led by both the Landlords and the Tenant in writing, determined that the Landlord has failed to comply with the duty imposed by Section 14 (1)(b) of the Act.

The Committee consisted of

Mr Andrew Cowan – Chairperson

Mr Mike Links – Surveyor Member

Mr Christopher Harvey – Housing Member

Background

1. By application dated 17 December 2014, the Tenant 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 the Tenant considered that the Landlord had failed to comply with their duty to ensure that the property meets the repairing standard.

3. The Tenant detailed in her application a summary of the issues which she believed the Landlord required to repair in order to bring the property up to the repairing standard. A summary of the alleged breaches of the repairing standard are:-
 - (a) the Tenant complained that the windows were not double-glazed and allowed leaks and draughts into the property;
 - (b) the Tenant complained that there were gaps in the exterior walls and roof of the property which caused dampness and water penetration within the property; the Tenant makes specific reference to the effects of water penetration/dampness including peeling wallpaper in the hallway and water entering through the extractor fan in the bathroom;
 - (c) the Tenant complained that the gas boiler within the property was old, noisy and did not meet minimum standards. The Tenant further complained that the bottom of the kitchen cupboard required to be dismantled in order to open the boiler. The Tenant accepted that the boiler was working;
 - (d) the Tenant complained that there was no rubber seal on the oven door;
 - (e) the Tenant complained that the fixtures on the bathroom wall (towel rails/toilet roll holders etc.) did not hold, as the walls were only plasterboard;
 - (f) the Tenant complained there was a gap between the wall and the bath;
 - (g) the Tenant complained that a smoke alarm within the hallway of the property was not working as it had been affected by a recent water leak into the property;
 - (h) the tenant complained that a light fitting in the hall did not operate as it had been affected by a recent water leak into the property;
 - (i) the Tenant complained that there was a gap at the front door which allowed slugs to gain access to the property; and

(j) the Tenant complained that there was no exterior light in the common close which led to the property or on the external stairway which led to the front door of the property.

4. On 27 May 2015, the Tenant intimated a further complaint to the offices of the Private Rented Housing Panel. The Tenant complained that the property had been infested by beetles which were now crawling across the floor of the property.
5. The Tenant exhibited evidence that all of her complaints had been intimated to the Landlord. The Tenant alleged that the Landlord had failed to take appropriate and necessary action to address the issues of complaint and to ensure that the property met the repairing standard.
6. By email of 10 June 2015, the Tenant advised the Private Rented Housing Panel that she had left the property on 4 June 2015. The Tenant has not provided a forwarding address.
7. In terms of a Minute of Continuation granted by the President of the Private Rented Housing Panel on 16 June 2015, it was determined that the Tenant was to be treated as having withdrawn the application under Section 22(1) of the Act. The President further determined that the Application should continue to be determined on health and safety grounds due to the nature of the alleged repairs which raised health and safety concerns for any future tenants and occupants, and issues as to whether the property is wind and water tight and fit for human habitation. The President of the Private Rented Housing Panel accordingly referred the case to a Private Rented Housing Committee for determination.
8. The Private Rented Housing Committee ("the Committee") served notice of referral, inspection and hearing upon the Landlord by letter dated 19 June 2015. A copy of that notice was also served upon the Landlord's agents, Messrs Let-It, 51 Moss Street, Paisley, PA1 1DR.
9. By correspondence dated 8 July 2015, the Landlord lodged a written response to the claim as made by the Tenant. The Landlord lodged with their written response various copy worksheets indicating certain works which they had instructed to be carried out to the property over a period of months, dating from both before and after the date of the Tenant's application.

10. The Landlord and their agent were advised that the Committee intended to inspect the property on 14 August 2015.
11. The Committee proceeded with the inspection on 14 August 2015. The inspection was attended by all members of the Committee. The Landlord was represented by an employee of his Letting Agents, Messrs Let-It who provided access to the property.
12. On the date of the hearing, and at the request of the Committee, the Landlord's agents made further information available to the Committee by email which included detail of work which they had instructed in relation to the eradication of beetle infestation within the property.

The Inspection

Photographs were taken during the inspection by the Committee. Copies of the photographs taken by the Committee are attached as a schedule to this report.

The property is an upper floor flat in an intermediate tenement building which is accessed through the adjoining building at Number 3 West Brae, with external stairway leading to the first floor main door of the property. The property consists of a hallway, living room and bedroom, together with a dark bathroom and dark kitchen.

13. At the inspection, the Committee noted the following points:-
 - (a) That all windows within the property were of a timber, sash and glazed design with double-glazed units in each window. The Committee noted that there were no obvious signs of poor maintenance or distress to any of the windows. The Committee noted that some of the windows were slightly loose within their frames;
 - (b) Recent maintenance work had been carried out to the external wall of the property immediately above the front door. There was evidence of recent cement repairs to stonework. There was evidence of some historic damp or water staining in both the hallway and the living room of the property. Using a damp meter the Committee were satisfied there was no current detectable dampness within the property;

- (c) The Committee were not able to test the gas boiler. The Committee could not see any particular difficulty with accessing the boiler although it was possible that the top-up valves were located behind a board within the kitchen area;
- (d) A new rubber seal had been fitted to the oven door;
- (e) All the fixtures in the bathroom were appropriately fixed to the wall;
- (f) A new sealant had been applied between the bathroom wall and the bath;
- (g) There was one hardwired operational smoke detector in the hallway of the property. There was also a second fitting for a smoke detector closer to the main front door of the property. The second smoke alarm was missing from the fitting at this point;
- (h) There were two light fittings in the property. The light fitting which is located closest to the front door (and closest to the missing smoke alarm) was not operating. The Committee were not able to determine whether the bulb was faulty or whether the fitting was faulty.
- (i) The Committee noted that there was evidence of recent slug trails leading from the bottom of the front door along the hallway within the property;
- (j) The Committee noted that there were external lights at the top of the external stairway leading to the property and the bin store area at the bottom of stairway leading to the property. The Committee were not able to test these lights.

Consideration of evidence

14. The Landlord had been invited to attend a hearing to consider the application. The Landlord indicated that they did not wish to attend that hearing and instead relied upon the written representations which had been submitted on 8th July 2015.

Decision

15. Having viewed the property and having considered the written representations made by both the Landlord and the Tenant, the Committee determined as follows:-
- (a) Whilst some of the windows were slightly loose in their frames, the Committee considered that this was reasonable given the type and age of the windows. The windows had double-

glazed units. The Committee did not consider there was a failure of the repairing standard in relation to this matter;

- (b) The Committee had noted that there was historic damp or water staining in the hallway and the bathroom of the property. In their written representations to the Committee, the Landlord had explained that, over recent years, the Landlord had carried out extensive repairs in replacing missing and broken slates and replacing large sections of feltwork to maintain the property as wind and watertight. The Landlord exhibited a copy worksheet in relation to work which had been instructed in February 2014. At that time works had been instructed to the roof and rear common close wall of the property. The Committee were satisfied from the evidence available that it was likely that the property had in the past suffered from dampness and/or water ingress as a result of structural issues in relation to the roof and walls of the property. The Committee were further satisfied, however, that the Landlord had carried out recent work to address these issues. The Committee could find no evidence of any continuing failure by the Landlord in this respect and the Committee were satisfied that the roof and walls of the property met the repairing standard. The Committee accordingly determined that there was no failure by the Landlord to maintain the structure and exterior of the house in a reasonable state of repair and in proper working order;
- (c) The Committee noted that the Tenant had already accepted that the boiler of the property was working. The Tenant had complained of the fact that the boiler appeared to be noisy, old and of minimum standard. The Committee were not able to test the boiler, but had no evidence before it which allowed the Committee to consider that the boiler was not in a reasonable state of repair or in proper working order. The Committee accordingly determined that there was no failure by the Landlord to meet the repairing standard in relation to this matter;
- (d) The Committee noted that a new oven seal had been fitted by the Landlord and accordingly determined that there was no failure of the repairing standard by the Landlord in relation to this matter;

- (e) The Committee noted that the fixtures in the bathroom had now been appropriately fixed to the wall and that there was accordingly no failure by the Landlord to meet the repairing standard in relation to this matter;
- (f) The Committee noted that the sealant around the bath had recently been renewed and that there was an appropriate seal between the bath and the bathroom wall. The Committee accordingly determined that there was no failure by the Landlord to meet the repairing standard in relation to this matter;
- (g) The Committee were concerned that the Tenant had complained that there had been previous water leaks into the hall. The Tenant had been concerned that this water leak had materially affected the operation of one of the smoke detectors and one of the light fittings in the hallway. The Tenant further suggested that water had been running in through the extractor fan of the bathroom. It did not appear to the Committee that the extractor fan in the bathroom was operational;
- The smoke detector and the light fitting located (nearest the front door) together with the bathroom extractor fan are all fixtures which are provided by the Landlord under the tenancy. They were not operational at the time of the Committee's inspection. The Committee did not find these to be in a reasonable state of repair or in proper working order and accordingly did not meet the repairing standard.
- (h) The Committee noted that the Landlord had exhibited a worksheet which they had issued in February 2015 at which time they instructed a contractor to confirm that the lighting in the common back court area was operational. The contractor had reported that they had investigated the fault with the stair lighting and that they had stripped and refitted the photocell within the lighting and cleaned the light itself. The contractor further reported that they had tested the lighting on completion. On the basis of the evidence submitted the Committee were therefore satisfied that there was no failure by the Landlord to meet the repairing standard in relation to the external lighting;
- (i) The Tenant had complained that there was gap in the front door and slugs got into the property. The Committee could see from their own observations that there was clear

evidence of recent slug trails leading from the front doorway of the property into the hallway. The Committee considered that the property could not be considered to be reasonably fit for human habitation given the existence of the slugs within the property and accordingly that there was a breach of the repairing standard in this regard;

- (j) The Tenant had complained that the property was infested by beetles. The Landlord made available to the Committee evidence that they had instructed a pest control company to inspect the property on the day after the Tenant first reported this issue. The Landlord confirmed in writing to the Committee that the pest control company had treated the property for domestic beetles. They exhibited evidence that they left a message to explain the position to the Tenant. It was further explained that the pest control company had advised that it would be normal to expect to see some dead beetles for a few days after the treatment and that these could simply be swept up. The Committee had noted evidence of some dead beetles in the property. There was, however, no evidence of any on-going infestation and the Committee accepted the explanation of the Landlord in this respect. The Committee accordingly determined that there was no failure by the Landlord to meet the repairing standard in relation to this issue.

16. In relation to the findings outlined at Para 15(g) and 15(i), above, the Committee therefore determined that the Landlord has failed to comply with the duty imposed by Section 14(1)(b) of the Act. The Committee therefore proceeded to make a Repairing Standard Enforcement Order as require by Section 24(1) of the Act.

17. The decision of the Committee was unanimous.

Right of Appeal

18. 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

19. 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.. 20/8/15

L MCMANUS

.....Witness

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

Schedule

1 West Brae, Paisley PA1 2EB

Schedule of photographs taken on 14th August 2015



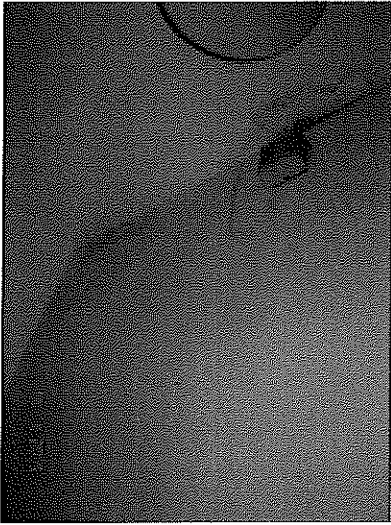
Front elevation



Living Rm—stain on ceiling



Kitchen—CH boiler



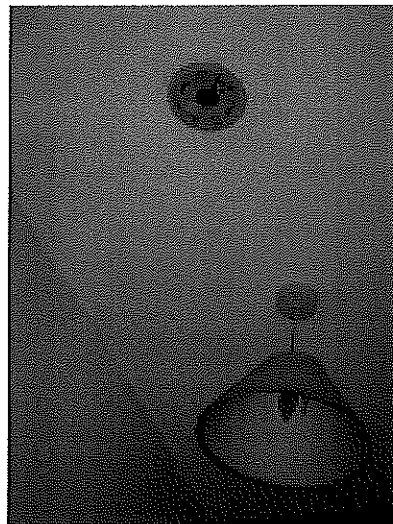
Hall—staining



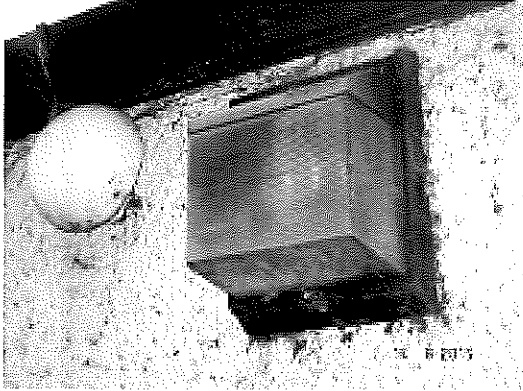
Hall –meter reading ok



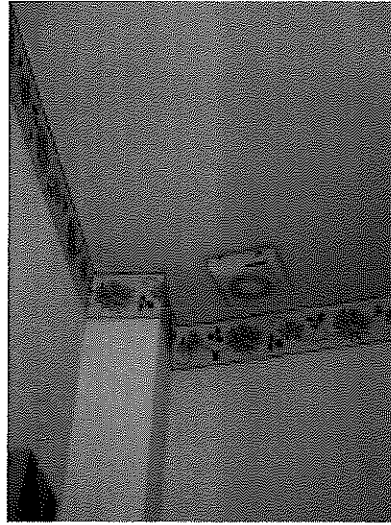
Hall-meter reading ok



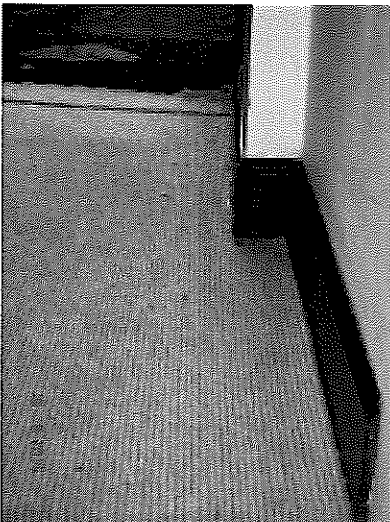
Hall-smoke detector, light



Outside light



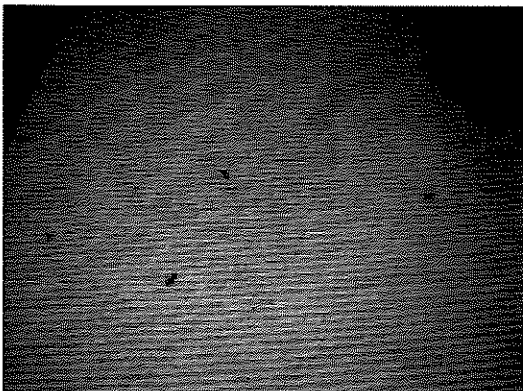
Bathroom extactor fan



Hall—snail trails



Rear roof skew



Hall floor---beetles