



Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

Re 17 Kintyre Avenue, Linwood, PA3 3JA being the subjects registered in the Land Register of Scotland under title number REN73145 ('the Property')

The Parties:-

Miss Lynn Barbour residing formerly at 17 Kintyre Avenue, Linwood, PA3 3JA ('The Tenant')

Stuart Brownhill residing formerly at 88 Walnut Gate, Cambuslang, G72 7GH and now at 12 Bay Willow Court, Cambuslang, G72 7AD ('The Landlord')

NOTICE TO The said Stuart Brownhill

Whereas in terms of their decision dated 13th July 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 and in particular the Landlord has failed to ensure that the Property was wind and water tight and in all other respects reasonably fit for human habitation; that the installations in the Property for the supply of water, gas and electricity and for sanitation, space heating and heating water are in a reasonable state of repair and proper working order and that the fixtures and fittings and appliances provided by the Landlord under the Tenancy are in a reasonable state of repair and 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 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:-

- (1) Install a shower screen or shower curtain in the bathroom.
- (2) Repair the broken fence panels.
- (3) Repair or replace the cooker.
- (4) If the Landlord does not replace the kitchen units:
 - 4.1 The loose kitchen unit door has to be reinstated.
 - 4.2 The broken interior of the kitchen unit where the stopcock is located has to be repaired or replaced and
 - 4.3 The kickboards below the kitchen units have to be reinstated.
- (5) Dry out or replace the damp hardboard flooring in the bathroom.
- (6) Provide a valid electrical PIR certificate confirming that the electrical installations in the Property and the shower are in proper working order.
- (7) Rehang the detached front bedroom door.

The Private Rented Housing Committee order that these works must be carried out and completed By 30th August 2015.

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.

Signed..... J. TAYLOR Date 13th July 2015
Chairperson
K. BYRNEwitness: KEIRSTEN BYRNE, 65, High Street, Irvine



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

Re 17 Kintyre Avenue, Linwood, PA3 3JA being the subjects registered in the Land Register of Scotland under title number REN73145 ('the Property')

The Parties:-

Miss Lynn Barbour residing formerly at 17 Kintyre Avenue, Linwood, PA3 3JA ('The Tenant')

Stuart Brownhill residing formerly at 88 Walnut Gate, Cambuslang, G72 7GH and now at 12 Bay Willow Court, Cambuslang, G72 7AD ('The Landlord')

REF:PRHP/RP/15/0063

Decision

The Committee, having made such enquiries as it saw fit for the purposes of determining whether the Landlord has complied with the duty imposed by Section 14 (1)(b) in relation to the Property, 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 6th February 2015 the Tenant applied to the Private Rented Housing Panel for a determination of whether the Landlord has failed to comply with the duties imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 ("the Act").
2. The application by the Tenant stated that she considered that the Landlord has failed to comply with his duty to ensure that the Property meets the repairing standard. She advised that the installations in the Property for the supply of water, gas and electricity and for sanitation, space heating and heating water are not in a reasonable state of repair and in proper working order; Any fixtures, fittings and appliances provided by the Landlord under the tenancy are not in a reasonable state of repair and proper working order and the Property does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.

In particular the application stated:-

- 2.1 Damage was not made good after extensive flood damage.
- 2.2 Shower/ shower rail.
- 2.3 Cooker door hanging off.
- 2.4 Kitchen units broken.
- 2.5 Back door.
- 2.6 Fencing.
- 2.7 Hut door.
- 2.8 Hut Roof.
- 2.9 Bathroom walls and floor.
- 2.10 Electrics trip a lot.
- 2.11 Sockets.
- 2.12 Lights.
- 2.13 Cooker needs to be repaired/ renewed.
- 2.14 Bathroom floor needs to be renewed.

2.15 Lino needs to be renewed.

2.16 Redecoration required in the hall, kitchen, bathroom and shower.

2.17 Front bedroom door.

3. The Tenant had notified the Landlord of the alleged defects by letter of notification dated 3rd December 2014.
4. The President of the Private Rented Housing Panel, having considered the application, referred the application under Section 22 (1) of the Act to a Private Rented Housing Committee.
5. The Committee members were Jacqui Taylor (Chairperson), Mike Links (Surveyor Member).
6. The Private Rented Housing Committee served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon the parties dated 10th April 2015.

7. The Committee attended at the Property on 10th July 2015. The Property is a two storey end terraced house. A former Scottish Special Housing Association property which was built circa 1965. The construction is assumed to be 300 mm cavity block rendered externally with pitched timber framed and tiled roof. The windows are timber swivel double glazed windows. The Tenant had vacated the Property the previous day. The Landlord was present at the inspection. The Committee inspected the alleged defects and found as follows:-

7.1 Damage was not made good after extensive flood damage.

The property had been damaged after a leak from the sink in the bathroom on the upper floor. Water had damaged the bathroom floor, kitchen ceiling and kitchen units. The Landlord explained that he had since resealed and repainted the kitchen ceiling.

7.2 Shower/ shower rail.

The Committee were unable to test the shower as the electrics were not working at the inspection as the power card had not been topped up. There was no shower rail or screen present.

7.3 Cooker door hanging off.

One of the hinges of the cooker door was broken.

7.4 Kitchen units broken.

The door of one of the kitchen units was not fitted and the kickboards below the kitchen units were missing. Also the interior of the kitchen cupboard where the stop cock is located was broken.

7.5 Back door.

The back door, whilst a little stiff, was in proper working order.

7.6 Fencing.

Several panels of the fence in the rear garden were loose.

7.7 Hut door.

The Landlord advised that the Tenant had supplied the garden hut and it was not part of the leased Property. The hut door was broken.

7.8 Hut Roof.

The hut door was in need of repair.

7.9 Bathroom walls and floor.

The bathroom walls were dry when tested with the damp meter. However the hardboard floor registered damp when tested with the damp meter.

7.10 Electrics trip a lot.

The Landlord advised that his electrician had inspected the electrics in the Property and had replaced the shower pull cord unit. As far as he was aware the electrics had worked properly after that unit had been replaced. As previously stated the Committee were not able to test the electrics at the inspection.

7.11 Sockets & 7.12 Lights.

As the electrics were not operational it was not possible to test these items.

7.13 Cooker needs to be repaired/ renewed.

As previously stated the cooker door was broken.

7.14 Bathroom floor needs to be renewed.

As previously stated the bathroom floor was damp.

7.15 Lino needs to be renewed.

The lino had been replaced and was in an acceptable condition.

7.16 Redecoration required in the hall, kitchen, bathroom and shower.

The wall paper in the hall, kitchen and bathroom/shower room were in an acceptable condition. The Committee noted that a small section of the wall paper in the bathroom was loose.

7.17 Front bedroom door.

The door of the front bedroom was detached and off its hinges.

7.18 Smoke Alarms.

The Committee a noted that there are two hardwired smoke alarms in the Property which they tested and confirmed that they are in proper working order.

Photographs were taken during the inspection and are attached as a Schedule to this report.

8. Following the inspection of the Property the Private Rented Housing Committee held a hearing in the PRHP offices at Europa Building, 450, Argyle Street, Glasgow, G2 8LH. The Tenant did not attend. The Landlord attended the hearing and advised as follows:

8.1 Damage was not made good after extensive flood damage.

The flood damage had been caused by a pipe under the sink in the bathroom snapping. The water came through the bathroom floor and the kitchen light fitting into the kitchen. Since the flood damage the kitchen ceiling had been damp proofed and repainted. Also the property had been re-carpeted throughout.

8.2 Shower/ shower rail.

He seemed to recall that the Property had a shower screen at the commencement of the tenancy. He intends to install a shower screen or curtain.

8.3 Cooker door hanging off.

He explained that he intends to replace the cooker.

8.4 Kitchen units broken.

He intends to refurbish the kitchen.

8.5 Back door.

He agreed that there were no issues with the back door.

8.6 Fencing.

He intends to repair the loose panels.

8.7 Hut door & 7.8 Hut Roof.

He intends to remove the hut as it was not provided as part of the tenancy.

8.9 Bathroom walls and floor.

He intends to replace the damp hardboard flooring in the bathroom.

8.10 Electrics trip a lot, 8.11 Sockets & 8.12 Lights.

He confirmed that he would arrange to obtain an updated electrical PIR certificate.

8.13 Cooker needs to be repaired/ renewed.

As mentioned he explained that he intends to replace the cooker.

8.14 Bathroom floor needs to be renewed.

As mentioned he intends to replace the damp hardboard flooring.

8.15 Lino needs to be renewed.

He explained that the lino in the bathroom had been replaced and was lifted back to enable the flooring below to dry.

8.16 Redecoration required in the hall, kitchen, bathroom and shower

He explained that the wallpaper may not have been to the Tenant's taste but in his view it was in a reasonable condition.

8.17 Front bedroom door.

He intends to refit the bedroom door.

8.18 Smoke Alarms.

He confirmed, as demonstrated at the inspection, that the smoke alarms were interlinked and fully operational.

9. Summary of the issues

As a preliminary matter the Committee are required to determine if the garden hut falls within the remit of the Repairing Standard.

Thereafter the issues to be determined are:

- 9.1 The Property is not wind and watertight and in all other respects reasonably fit for human habitation (Section 13(1)(a) of The Housing (Scotland) Act 2006).

Whether the condition of the bathroom floor results in the Property not being wind and water tight and in all other respects reasonably fit for human habitation.

- 9.2 The structure and exterior of the Property was not in a reasonable state of repair and proper working order (Section 13(1)(b) of The Housing (Scotland) Act 2006).

Whether the condition of the fence results in the Property not being in a reasonable state of repair and in proper working order.

- 9.3 That the installations in the Property for the supply of water, gas and electricity and for sanitation, space heating and heating water are not in a reasonable state of repair and proper working order (Section 13(1)(c) of The Housing (Scotland) Act 2006).

Whether the shower, electrics (including the sockets and lights) and the cooker are in a reasonable state of repair and proper working order

- 9.4 That the fixtures, fittings and appliances provided by the Landlord under the tenancy were not in a reasonable state of repair and in proper working order (Section 13(1)(d) of The Housing (Scotland) Act 2006).

Whether the kitchen units, the back door, the lino in the bathroom and the wall paper throughout the property are in a reasonable state of repair and in proper working order.

- 9.5 The Property does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire (section 13(1)(f) of The Housing (Scotland) Act 2006).

Whether there is satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.

10. Findings of fact

The Committee determined that as the garden hut had been provided by the Tenant there was no obligation on the Landlord to repair it. However they acknowledged that if the Landlord included the garden hut in a future tenancy it would then fall within the remit of the Repairing Standard.

The Committee further determined:

10.1 The Property is not wind and watertight and in all other respects reasonably fit for human habitation (Section 13(1)(a) of The Housing (Scotland) Act 2006).

That the bathroom floor was damp, as demonstrated by the readings taken with the damp meter, and this results in the bathroom floor not being water tight and in all other respects reasonably fit for human habitation.

10.2 The structure and exterior of the Property was not in a reasonable state of repair and proper working order (Section 13(1)(b) of The Housing (Scotland) Act 2006).

That the slipped fence panels result in the fence not being in a reasonable state of repair and in proper working order.

10.3 That the installations in the Property for the supply of water, gas and electricity and for sanitation, space heating and heating water are not in a reasonable state of repair and proper working order (Section 13(1)(c) of The Housing (Scotland) Act 2006).

The Committee were unable to determine if the shower, electrics (including the sockets and lights) and the cooker are in a reasonable state of repair and proper working order as the electrics were not operating at the inspection.

10.4 That the fixtures, fittings and appliances provided by the Landlords under the tenancy were not in a reasonable state of repair and in proper working order (Section 13(1)(d) of The Housing (Scotland) Act 2006).

That the detached kitchen unit door, broken interior of the kitchen cupboard where the stop cock is located and the missing kick plates below the kitchen units results in the kitchen units not being in a reasonable state of repair and in proper working order.

They also determined that as the back door was fully operational, the lino in the bathroom was in a reasonable state of repair and as the wall paper throughout the property was in a satisfactory condition these items comply with the repairing standard as they are in a reasonable state of repair and in proper working order.

10.5 The Property does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire (section 13(1)(f) of The Housing (Scotland) Act 2006).

That the hardwired and interlinked smoke alarms in the Property are satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.

11. Decision

The Committee accordingly determined that the Landlords have failed to comply with the duties imposed by Section 14(1)(b), of the Act, as stated.

The Committee proceeded to make a Repairing Standard Enforcement Order as required by section 24(1).

12. The decision of the Committee was unanimous.

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.

J. TAYLOR

Signed
Chairperson

..... Date 13th July 2015



V. Taylor 13/7/15

17 Kintyre Avenue, Linwood PA3 3JA

Date of Inspection: 10th July 2015



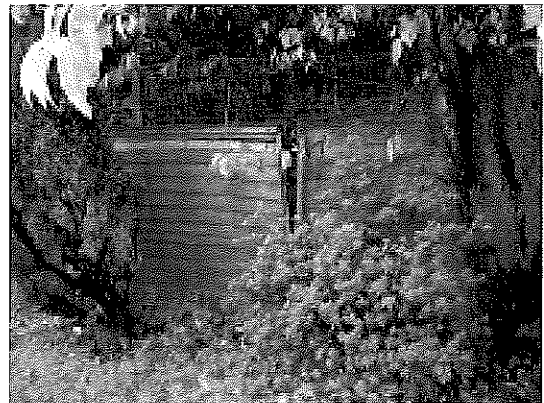
Front elevation



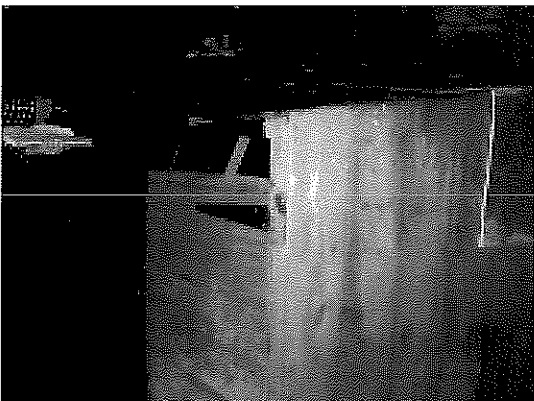
Rear elevation



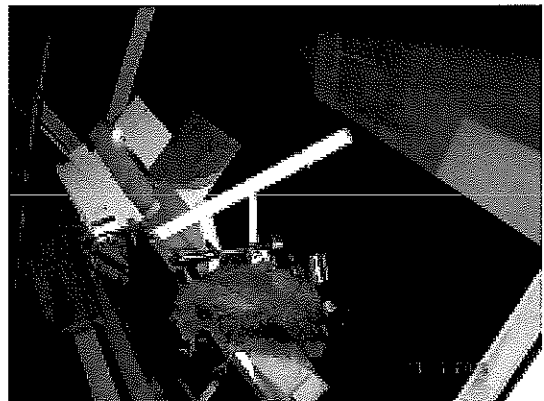
Rear garden fence



Rear garden fence



Garden hut



Contents of hut



Kitchen cupboards



Kitchen cupboard



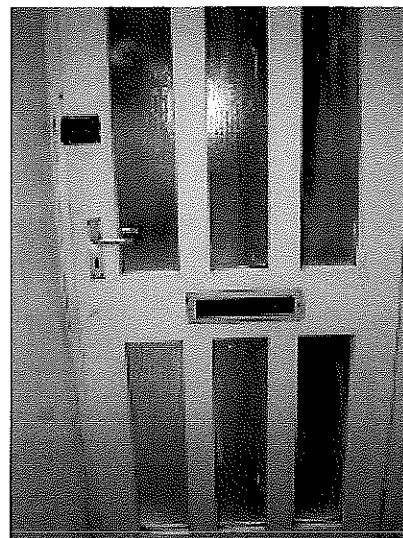
Kitchen cupboard



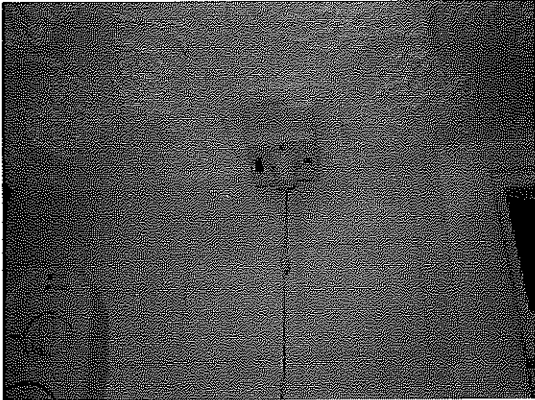
kitchen wall cupboard



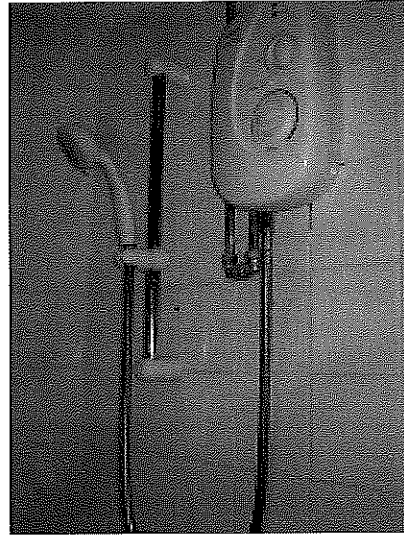
Oven door



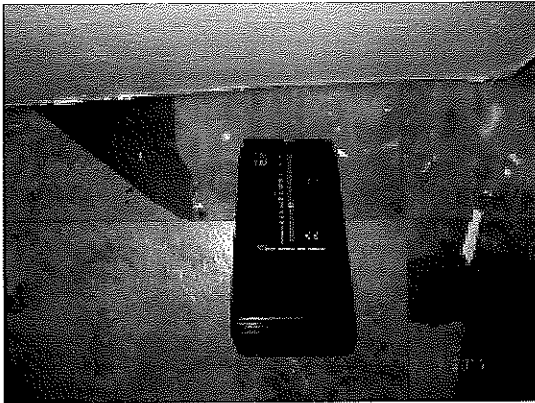
Kitchen rear door



Shower on/off switch



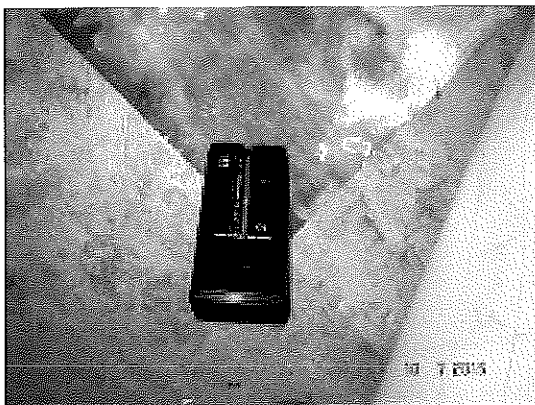
Shower



Damp reading-bathroom floor



Damp reading-bath floor



Damp reading-bath floor



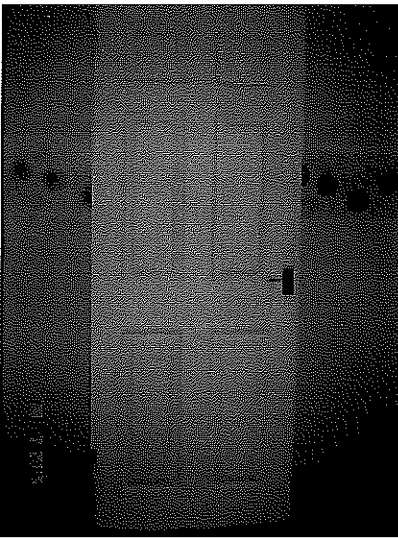
Damp reading- bath wall



Smoke detector



Hall décor



Front bed door