



## Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

prhp Ref: PRHP?RP?15/0075

Re : Property at 24/8 East Parkside Edinburgh EH16 5XN ("the Property")

Title No: MID64024

The Parties:-

Robert Stuart Mullen, 53 Dundas Street, Edinburgh, per his agents Braemore Letting, 123 Liberton Brae, Edinburgh (landlord)

Stefano Bonino, 24/8 East Parkside, Edinburgh (tenant)

### NOTICE TO Robert Stuart Mullen ("the Landlord")

Whereas in terms of their decision dated 25<sup>th</sup> June 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 has failed to ensure that:

- (a) The structure and exterior of the house 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 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 landlord:-

- (a) to repair the right hand window in the livingroom and to repair the window in the bedroom, to ensure the opening and closing mechanism is properly aligned and the windows properly fit their frames.

The Private Rented Housing Committee order that the works specified in this Order must be carried out and completed within the period of 6 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 are subscribed by Anne McCamley, Chairman of the Private Rented Housing Committee at Edinburgh on the Twenty-eighth day of June Two Thousand and Fifteen in the presence of Murdoch Mccamley retired Chartered Accountant , of 5b Wester Coates terrace Edinburgh

A. MCCAMLEY

M. MCCAMLEY

(Witness)

*Chairman P.R.H.P*



**Determination by  
The Private Rented Housing Committee**

**Statement of Reasons  
Under and in terms of  
Section 24(1) of the Housing (Scotland) Act  
2006**

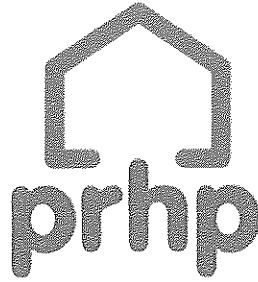
**Property: 24/8 East Parkside, Edinburgh, EH16  
5XN**

**Tenant: Dr Stefano Bonino, 24/8 East Parkside  
Edinburgh.**

**Landlord: Robert Mullen, 53 Dundas Street  
Edinburgh.**

**Reference number: PRHP/RP/15/0075**

**Title Number: MID64024**



#### DECISION:

1.The committee, having made such enquiry as it sees fit for the purpose of determining whether the landlord has complied with the duty imposed by section 14(1)(b) of the Act in relation to the property and taking account of the whole written and oral evidence and applying the balance of probabilities and its own expertise determines that the landlord has failed to comply with the duty imposed by section 14(1)(b) of the Act aforesaid.

#### BACKGROUND:

2.By application dated 25/2/15 the tenant applied to the Private Rented Housing Panel (PRHP) for as determination as to whether the landlord had complied with the duties imposed by section of 14(1)(b) of the Act (which section defines the landlord's duty to meet what is commonly known as 'the repairing standard' as defined in section 13 of the Act).

3.The application by the tenant stated he believed the landlord had failed to comply with his duty to ensure the house met the repairing standard and brought forward the following alleged breaches:-

Central heating boiler to be replaced,

Glass doors on bedroom wardrobe should be fixed,

Windows are not draught-proof or easy to open/close.



4. During the course of sundry administrative procedures, other repairs issues were raised by the tenant. As at today, it is a matter of agreement between the parties that those 'extra' matters have been addressed by the landlord. It appears, today, the 'live' issues which this committee is required to address relate to the windows.

The landlord has replaced the boiler, and the wardrobe doors were replaced on the 24<sup>th</sup> of June. The tenant advised some redecoration work is required in the hall cupboard (which houses the main pipe work) as a result of the replacement of the boiler.

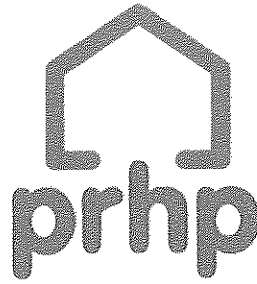
5. The Private Rented Housing Committee comprising Mrs A McCamley (Chairman) and Mr. I Murning (Surveyor) inspected the property on the morning of 25<sup>th</sup> June 2015. Both the landlord and tenant had been invited to attend. The tenant was in attendance and the landlord was represented by Mr Lawson and Ms Barnes from Braemore Letting Agency.

6. Following the inspection of the property the committee held a Hearing in George House, George Street Edinburgh at which Ms Barnes, for the landlord, and the tenant both made submissions.

#### THE INSPECTION:

7. The committee's surveyor member examined the windows in the sitting room, kitchen and bedroom and found facts as follows:-

a. The living-room windows: there are 2 windows in the living-room. The opening and closing mechanism of the window on the right was found



to be warped. As a result the opening glazed section of the timber window did not fit snugly into the frame. This is more likely than not to result in draughts. The left hand window was in a reasonable state of repair and in proper working order.

b.The kitchen window: on examination this window was noted to be stiff to open and to have a loose handle.

c.The bedroom window: this window is made up of two separate opening elements and on examination the committee found the smaller opening glazed sub frame to be misaligned with the larger frame within which it is seated, the result of which is that it is almost impossible to close and lock with the two catches/handles.. As a consequence thereof the window does not close properly.

8.The committee also inspected the cupboard housing the pipework. The committee noted that a patch of flooring had not been reinstated during the boiler replacement work. This is an area of approximately a 4 square foot. Carpeting has been laid over the original flooring and the area complained of is not visible unless the carpet is lifted. This complaint did not form part of the original application and has arisen as a direct result of the boiler replacement work.

#### THE HEARING:

9.The tenant submitted that a considerable number of repairs issues had arisen over the course of the tenancy. He had been obliged to raise an action in the Sheriff Court to obtain financial recompense in respect



of some issues. He believed there had been significant delays in addressing the issues.

10. The landlord's agent stated the landlord had obtained quotes for replacement windows, however this work would be very expensive. The landlord has tried to put things right but he has financial constraints. Ms Barnes confirmed she had noted the superficial damage in the hall cupboard caused by the boiler work and undertook to advise the landlord of this. Ms Barnes acknowledged reinstatement work should be carried out.

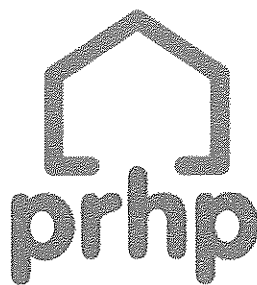
#### FINDINGS OF FACT:

11. Having inspected the property and taken account of the oral and written evidence and thereafter being guided by our surveyor member the Committee finds the following facts to be established:

- a) The opening/closing catches of right hand window in the living-room are out of alignment and because of this window does not sit properly into the frame. This is likely to cause draughts.

The glazed sub-frame of the window in the bedroom is misaligned with the larger frame within which it sits making it almost impossible to close and lock the two catches/handles.

Although the committee did not note any deterioration in the wood around these frames we are satisfied neither window is in a reasonable state of repair or proper working order. As regards these windows we find there is a failure to meet the standard as set out in section 13(1)(b) of the Act.



The kitchen window is stiff but is in a reasonable state of repair and proper working order. It is operational but one handle is loose.

**DECISION:**

12. The committee accordingly determines that the landlord has failed to comply with the duty imposed by section 14(1) of the Act and makes a Repairing Standard Enforcement Order as required by section 24 of the Act. The decision of the committee is unanimous.

**RIGHTS OF APPEAL:**

13. A landlord or tenant aggrieved by the decision of the Private Rented Housing Committee may appeal to the Sheriff by way of summary application within 21 days of being notified of the decision.

Where such an appeal is made, the effect of the decision and any order is suspended until the appeal is abandoned or finally determined by confirming the decision, the decision and any order will be treated as having effect from the date on which the appeal is abandoned or so determined.

A. MCCAMLEY

Chairman  
Private Rented Housing Committee  
25<sup>th</sup> June 2015