



Repairing Standard Enforcement Order
Ordered by the Private Rented Housing Committee

prhp Ref: PRHP/RP/15/0089

Re : Property at 2 Rennies Lane, Aberchirder AB54 7SG ("the Property")

Land Certificate No: BNF3482

The Parties:-

Mrs Amanda Ross, residing at 2 Rennies Lane, Aberchirder AB54 7SG ("the Tenant")

and

Co-operative Group (CWS) Limited, registered under the Industrial and Provident Societies Act 1965, having its registered office at New Century House, Manchester and having a place of business at 1 Angel Square, Manchester M60 0AG (represented by its agent, Touchstone Residential, 55 Triangle Building, Wolverton Park Road, Wolverton MK12 5FJ) ("the Landlord")

NOTICE TO CO-OPERATIVE GROUP (CWS) LIMITED
("the Landlord")

Whereas in terms of their decision dated 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 that the landlord has failed to ensure that the house is wind and water tight and in all other respects reasonably fit for human habitation.

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:-

- 1. to improve the ventilation, in order to avoid a build-up of condensation in the Property,**
- 2. to remove evidence of mould growth where present in the Property and**
- 3. to repair the cracked and flaking plaster in the upper floor landing of the Property and, in the affected areas, strip and replace the wallpaper and repaint.**

The Private Rented Housing Committee order that the works specified in this Order must be carried out and completed within the period of six weeks from the date of service of this Notice.

Right of Appeal

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 these presents typewritten on this and the preceding page are executed by George Barrie Clark, solicitor, Lasswade, chairperson of the Private Rented Housing Committee at Lasswade, on 5 June 2015, before this witness, Valerie Elizabeth Jane Clark, Droman House, Lasswade, Midlothian.

V. CLARK

G. CLARK

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witness

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_ chairman



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

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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 house concerned, and taking account of the evidence led by the Tenant at the hearing, determined that the Landlord had failed to comply with the duty imposed by Section 14 (1)(b) of the Act.

Background

1. By application dated 6 March 2015, received on 10 March 2015, the Tenant applied to the Private Rented Housing Panel for a determination of whether the Landlord had 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 the Tenant considered that the Landlord had failed to comply with his duty to ensure that the house meets the repairing standard and in particular that the Landlord had failed to ensure that:-
 - (a) the house is wind and water tight and in all other respects reasonably fit for human habitation,
 - (b) the structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order,
 - (c) the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are in a reasonable state of repair and in proper working order, and
 - (d) any fixtures, fittings and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order,

3. By letter dated 10 April 2015 the President of the Private Rented Housing Panel intimated a decision to refer the application under Section 22 (1) of the Act to a Private Rented Housing Committee.
4. The Private Rented Housing Committee served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon both the Landlord and the Tenant.
5. Following service of the Notice of Referral the Tenant made no further written representation to the Committee other than the original application dated 6 March 2015. The Landlord made no written representations to the Committee.
6. The Private Rented Housing Committee inspected the Property on the morning of 5 June 2015. The Tenant was present at the inspection. The Landlord was neither present nor represented during the inspection. The Committee comprised George Clark (Chair), David Godfrey (surveyor member) and Michael Scott (housing member).
7. Following the inspection of the Property the Private Rented Housing Committee held a hearing at Linden Community Centre, Castle Street, Huntly and heard from the Tenant. The Landlord was not present or represented at the hearing.
8. The Tenant, in her application, submitted as follows:- she had been asking the Landlord for over a year to deal with repairs and had been living in the Property with no central heating for more than a year. There was damp and mould everywhere, no matter how often she cleaned it, and it had affected the health of her daughter, who suffered from asthma. The Tenant's children had to keep their clothes in boxes because of the damp in cupboards. In November 2014, the Landlord had finally agreed to carry out some repairs. The Property had been inspected and a report had gone to the Landlord's agent, Touchstone Residential, who had put the matter back to the Landlord for the go-ahead to have the work done, but still nothing had happened. The boiler/heating needed to be fixed, the damp mould required to be treated, the toilet/shower, seals on the windows, a hole in the roof, cracks in the walls and the floorboards all required to be sorted and the living room door needed to be replaced.
9. At the hearing, the Tenant advised that some of the repair works set out in her application had been carried out since the date of her application. In particular, a new central heating boiler had been installed in May, the hole in the ceiling above the utility room window had been fixed, the toilet and shower unit in the downstairs shower room had been replaced and an extractor fan had been fitted, the living room door had been replaced and the floorboards had been sorted. An extractor fan had been fitted in the upstairs bathroom. The Landlord's agent had sent a painter to deal with the wallpaper that was peeling off the walls as a result of the dampness, but all he had done was to tear off the worst bits and then paint over them, even where the plaster underneath was flaking off. Whilst she still had concerns about the mould on the window frames and about dampness and condensation, the Tenant accepted that, now the heating had been restored, there was a reasonable prospect that things might improve, but it was hard to tell after less than a month, following on a year without heating. She advised the Committee that there were 8 people living in the Property. The majority of the work had been done, but there were still cracks in the plaster to be filled and the standard of the redecoration work was very poor.
10. The Landlord was not present or represented, so made no submissions to the Committee.

Summary of the issues

11. The issues to be determined were whether the Property met the repairing standard as laid down in Section 13 of the Act and whether the Landlord had complied with the duties imposed on landlords by Section 14(1)(b) of the Act.

Findings of fact

12. The Committee finds the following facts to be established:-

- The tenancy is an assured tenancy
- The Property is a two storey building attached to the rear of shop premises.
- The accommodation comprises, on the ground floor, a sitting room, bedroom, shower room, kitchen and utility room and, on the upper floor, four bedrooms and a bathroom.
- A new central heating boiler has recently been installed in the utility room of the Property.
- A new toilet and a new shower unit have recently been fitted in the extremely small downstairs shower room.
- There is extensive evidence of black mould on a number of the window sills and frames in the Property and of past water penetration adjacent to a light fitting in one of the bedrooms.
- There are a number of areas in the Property where the plaster shows signs of cracking or flaking. Some of those areas, on the staircase and upper landing have recently been repainted, but the wallpaper has not been replaced. The lining paper has been torn off in places and the affected areas painted over. Flaking plaster has also been painted over, without first having been repaired.
- A hole in the ceiling of the utility room, at the window recess has been covered with plasterboard.
- An extractor fan has recently been fitted in the upstairs bathroom of the Property. It is activated when the water is turned on, rather than when the light is switched on. It does, however, continue to run for a period after the water is turned off

Reasons for the decision

The Committee was of the view that the problems within the Property arise from a build-up of condensation as a result of a prolonged period without heating and a general lack of ventilation. The Committee accepted the statement by the Tenant that the situation had worsened considerably during the year between that Tenant reporting that the central heating boiler had broken down and the Landlord replacing the boiler and that, as the heating had only been restored very recently, it was still too early to tell whether the problem had been resolved.

The Committee was, however, concerned at the lack of ventilation in the Property, particularly in the utility room and kitchen and in the downstairs shower room, where the mechanical ventilator was not, in the Committee's view, adequate to deal with the condensation in such a small room. It was not for the Committee to tell the Landlord how the ventilation in the Property might be improved, but consideration might be given to installing vents in the windows, a mechanical vent in the utility room and kitchen and upgrading the mechanical vent in the downstairs shower room.

There was extensive evidence of mould in the Property, particularly around the windows. There was also evidence that there had been a condensation problem in the entrance vestibule, hall and upper landing, which had caused damage to the decoration. The work which had been carried out by the Landlord appeared to consist of tearing off the loosest of the lining paper and painting over the surfaces, rather than stripping the affected areas, repairing the cracked and loose plaster and fully redecorating.

The Committee did not have before it at the hearing, but received later the same day a copy of an e-mail from the Landlord's agents, Touchstone CPS Limited. They said that they were the managing agents for the Landlords of the Property and that, due to the short notice of the hearing date, they had been unable to arrange to attend. They listed the works which had been carried out. These works, insofar as they related to matters which were included in the application, were as stated by the Tenant. They further proposed repairing damage to the utility window area, redecorating the utility ceiling and top of stairs ceiling, resealing four windows and replacing the bedroom light. Their surveyor had advised that there was

condensation on the window sills and that the tenants would need to ensure they were regularly ventilating the Property to reduce this.

The Committee did not accept that the Landlord had only had short notice of the hearing date. The notice had been sent to both to the Landlord and the agents on 10 April 2015 and the address used for the intimation to the agents was the one which appeared at the bottom of their e-mail. The Tenant had not had notice of this e-mail and, therefore, had no opportunity at the hearing to respond to it, but the Committee's view was, in any event, that the proposed additional works would not be sufficient to solve the serious problems of condensation in the Property, as they did not include any improvements to the ventilation other than advising the Tenant to ensure the Property was regularly ventilated and did not include an acceptance that the redecoration work which had already been carried out was inadequate in that the cracked and damaged plaster had not been repaired.

Decision

13. The Committee accordingly determined that the Landlord had failed to comply with the duty imposed by Section 14 (1)(b) of the Act.
14. The Committee proceeded to make a Repairing Standard Enforcement Order as required by section 24(1).
15. The decision of the Committee was unanimous.

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.

G. CLARK

Signed

Chairperson

..... Date 5 June 2015