



Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

Ref prhp/rp/15/0114

In respect of an application lodged in terms of Section 22(1) of the Housing (Scotland) Act 2006 by Allison McGill residing at 215 Glencoats Drive, Paisley PA3 1RR ("the Tenant") against Victoria Carol Ronaldson or McEnroe or Taft ("the Landlord") per her Glasgow Property Lettings, 17 Elmbank Street, Glasgow, G2 4PB ("the Landlords' Agents")

Re: Property at 215 Glencoats Drive, Paisley PA3 1RR ("the Property") registered in the Land Register for Scotland under title number REN77970

Committee Members

Karen Moore (Chairperson)

Kingsley Bruce (Surveyor Member)

Elizabeth Dickson (Housing Member)

NOTICE TO THE LANDLORD

Victoria Carol Ronaldson or McEnroe or Taft ("the Landlord")

residing at 19 Boydstone Place, Thornliebank, Glasgow, G46 8LB per her Glasgow Property Lettings, 17 Elmbank Street, Glasgow, G2 4PB ("the Landlords' Agents")

Whereas in terms of their decision dated 16 June 2015, the Private Rented Housing Committee determined that the Landlords had failed to comply with the duty imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 and in particular that the Landlord had failed to ensure that the Property is wind and watertight and in all other respects reasonably fit for human habitation, that 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 that the house has satisfactory provision for detecting

fires and for giving warning in the event of fire or suspected fire, the Private Rented Housing Committee now requires the Landlord to carry out the following works (or other such works as are necessary for the purposes of ensuring that the Property meets the Repairing Standard and that any damage caused by carrying out of the works in terms of the Order is made good.

The Landlord must on or before 24 July 2015:-

1. (a) Instruct a full inspection of the boiler and hot water installation by a suitably qualified gas engineer and (b) complete the resultant repairs or replacement, if necessary, to ensure that there is domestic hot water throughout the Property and ensuring that there is an even, effective flow of water through heating radiators;
2. (a) Instruct an inspection by a suitably qualified electrician of both (i) the electrical installation in the Property and (ii) the adequacy of provision of fire and smoke detection in the Property and (b) carry out such works as are found necessary as a result of the inspection and
3. (a) Instruct an inspection by a suitably qualified roofing contractor of the lead cover flashing at the front porch of the Property and (b) carry out such works as are found necessary as a result of the inspection.

A Landlord or a Tenant aggrieved by the decision of the Private Rented Housing Committee may appeal to the Sheriff by summary application within twenty one 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 printed on this and the preceding page are subscribed by Karen Moore, Chairperson, at Glasgow on 16 June 2015 before Norman William Moore, solicitor, Cumbernauld.

N Moore *Witness*

K Moore



Determination by Private Rented Housing Committee

Statement of Decision of the Private Rented Housing Committee issued under

Section 24(1) of the Housing (Scotland) Act 2006

Ref prhp/rp/15/0114

In respect of an application lodged in terms of Section 22(1) of the Housing (Scotland) Act 2006 by Allison McGill residing at 215 Glencoats Drive, Paisley PA3 1RR ("the Tenant") against Victoria Carol Ronaldson or McEnroe or Taff ("the Landlord") per her Glasgow Property Lettings, 17 Elmabnk Street, Glasgow, G2 4PB ("the Landlords' Agents")

Re: Property: 215 Glencoats Drive, Paisley PA3 1RR ("the Property")

Committee Members

Karen Moore (Chairperson)

Kingsley Bruce (Surveyor Member)

Elizabeth Dickson (Housing Member)

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) of the Housing (Scotland) Act 2006 ("the Act") in relation to the Property, determined that the Landlord has not complied with the duty imposed by Section 14 (1) (b) of the Act in respect that the Property meets the Repairing Standard in respect of Sections 13 (1) (a), 13 (1) (c) and 13 (1) (f) of the Act and that for the reasons set out below.

Background

1. By application received by the Private Rented Housing Panel on 25 March 2015 and ("the Application"), the Tenant applied to the Private Rented Housing Panel for a determination that the Landlord had failed to comply with the duty imposed on her by Section 14 (1) (b) of the housing (Scotland) Act 2006 in respect that the Property does not meet the Repairing Standard in respect of Sections 13 (1) (c) and 13 (1) (d) of the Act.
2. The president of the Private Rented Housing Panel, having considered the application, intimated to the parties by Notice of Referral dated 13 April 2015 a decision under Section 23 (1) of the Act to refer the Application to a Private Rented Housing Committee and in terms of Schedule 2, Paragraph 1 of the Act fixed an Inspection and Hearing for 8 June 2015 at 10.00 a.m. and 11.30 a.m., respectively.
3. In the Application, it was stated that the Tenant considered that the Landlords had failed to ensure that the Property met the Repairing Standard as set out in Section 13(1) (c) and 13 (1) (d) of the Act by failing to ensure that 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 that any fixtures and fittings provided by the Landlord under the tenancy are in a reasonable state of repair and working order.
4. In particular, the Tenant, in the Application, stated that:-
 - i) there is no hot water in the Property;
 - ii) the boiler needs to be replaced;
 - iii) a plug is stuck and melted into a socket;
 - iv) there are no smoke alarms in the Property;
 - v) there are no carbon monoxide alarms in the Property and

vi) the guttering is broken.

5. In addition, on 1 April 2015, the Tenant submitted documents to the Committee being:-

- i) Photographs of the plug and socket mentioned at 4 ii) above;
- ii) Homecare checklist report dated 23 February 2015 issued by Scottish Gas indicating that the domestic hot water switch is stuck on and is obsolete;
- iii) Safety Warning Advice Note issued by Scottish Gas and dated 23 February 2015 indicating that the Lynx boiler in the Property is not to current standards and is "at risk";
- iv) Homecare checklist report dated 25 March 2015 issued by Scottish Gas indicating that the a part required to repair the Lynx 2 boiler in the Property is obsolete;
- v) Safety Warning Advice Note dated 25 March 2015 issued by Scottish Gas indicating that the Lynx 2 boiler in the Property is not to current standards and is "at risk";
- vi) Copy email dated 23 March 2015 from the Landlord's Agents to the Tenant stating that the Landlord had authorised a boiler upgrade and her reply dated 26 March 2015 to the Landlord's Agents stating that the Tenant was withholding rent due to outstanding repairs and alleging that persons who attended the Property on behalf of the Landlord had been abusive;
- vii) Copy email dated 27 March 2015 from the Landlord's Agents to the Tenant stating that:-

The boiler had been passed as safe by Scottish Gas and that Scottish Gas had been asked to contact the Tenant in respect of an affordable warmth scheme;

the electrics would be checked;

the fence would be inspected;

the guttering and walls would be looked at and

issues with the Landlord would be logged,

and the Tenant's reply dated 27 March 2015 stating that she would allow access for repairs.

6. The Application and all of the documentation was copied to the Landlord and the Landlord's Agents.

Inspection and Hearing

7. An Inspection took place on 8 June 2015 at 10.00 a.m. at the Property. The Tenant was present along with Ms, Elizabeth Gribben. Ms Michelle O'Donnell and Mr Colin McMillan of the Landlord's Agents were present. The Landlord and her husband, Mr. David Taff were present.
8. The Committee inspected the items of which the Tenants complained specifically in the Application, namely, the boiler, the domestic hot water system, the electrical socket, the smoke alarms and the guttering.
9. Following the Inspection, a Hearing was held at the Europa Building, 450 Argyle Street, Glasgow G2 8LH on 8 June 2015 at 11.30 a.m. The Tenant was present along with Ms, Elizabeth Gribben. Ms Michelle O'Donnell and Mr Colin McMillan of the Landlord's Agents were present. The Landlord and her husband, Mr. David Taff were present.
10. At the Hearing and with regard to the boiler and lack of hot water, the Tenant advised the Committee that, following a notification by her that the boiler had broken down, the Landlord's Agents instructed Scottish Gas to attend at the Property. A Scottish Gas engineer attended on 18 February 2015, cleaned the carbon monoxide filters and shut down the boiler. The Scottish Gas engineer returned to the Property on 19 February 2015 and carried out some repairs. However, on 23 February 2015, the boiler broke down again and the Landlord's Agents arranged a further visit by Scottish Gas to attend at the Property on that day. At that visit, the engineer was unable to carry out a repair and issued the Homecare checklist report and Safety Warning Advice Note dated 23 February 2015. The Tenant further advised the Committee that a Scottish Gas

engineer attended again on 25 March 2015, was unable to carry out a repair and issued the Homecare checklist report and Safety Warning Advice Note dated 25 March 2015.

11. The Tenant referred the Committee to those parts of both Scottish Gas Reports which stated that the part required to repair the boiler is obsolete and so repair is not possible. The Tenant advised that she has not had hot water since 23 February 2015 and that the heating system has not been working properly since that date. The Tenant confirmed to the Committee that the boiler is a combi boiler and that there is no separate immersion water heater in the Property.
12. The Tenant confirmed to the Committee that she was prepared to apply for the boiler to be upgraded under the Scottish Governments' Affordable Warmth Scheme but that, the Landlord having served a Notice to Quit, the application had been withdrawn as the Tenant is no longer eligible. The Landlord's Agents also confirmed this to the Committee.
13. At the Hearing and with regard to the boiler, the Landlord and her husband advised the Committee that they had not personally received a copy of the Scottish Gas Reports. The Landlord's Agents advised the Committee that they had received a copy with the Application. The Committee were satisfied that the Landlord had been aware of the Reports.
14. The Landlord, her husband and the Landlord's Agents advised the Committee that the boiler in the Property is covered by a Scottish Gas servicing contract and that repairs and works should be carried out by Scottish Gas under that contract. The Landlord and her husband advised the Committee that, on being told that parts for the boiler were obsolete, they had sourced these from the boiler's manufacturer and that Scottish Gas agreed to fit the replacement parts. However, the Landlord and her husband advised the Committee that they had not yet purchased these parts and so the boiler had not been repaired. The Landlord explained to the Committee that she and her husband had attended at the Property on 25 March 2015 along with a Scottish Gas engineer with a view to ascertaining the boiler repairs required, but, as matters between

the Tenant and the Landlord and her husband became heated, the Scottish Gas engineer declined to enter the Property. The Tenant agreed that this incident had occurred.

15. The parties agreed that no repair had been effected to the boiler since 23 February 2015.
16. At the Hearing and with regard to the electrical socket, the Tenant advised the Committee that, 3 or 4 months ago, a booster plug, which the Tenant produced at the Hearing, had become damaged within the socket in the lower hall and that there had been no attempt by the Landlord or Landlord's Agents to instruct an inspection or a repair.
17. At the Hearing and with regard to the electrical socket, the Landlord advised the Committee that she had been unaware of this until her visit to the Property on 25 March and referred to in paragraph 14 above and that she would have instructed her brother-in-law who is an electrician to attend to this, but, given the acrimonious nature of the events on 25 March, she was unable to enter the Property to assess the nature of the Tenants' complaint.
18. The parties agreed that no electrical inspection or repair had been carried out following the Tenant's notification.
19. The Landlord's Agents, having recently taken over management of the Property, were unaware of the date of the most recent electrical inspection. However, the Landlord's Agents advised that electrical repairs to the shower in the Property had been carried out on 17 November 2014. The Tenant agreed that the shower had been repaired in November 2014.
20. The Landlord's Agent suggested that the cause of the damage to the booster plug might be the plug itself and not the socket, but, the Tenant stated that she had enquired

with the suppliers of the booster plug who advised her that there had been no reports of similar incidents.

21. At the Hearing and with regard to the smoke alarms, the Tenant advised the Committee that there had been battery operated smoke alarms in the Property but that these did not work and so she had contacted the Fire Service who provided her with new battery operated alarms. At the Hearing and with regard to the smoke alarms, the Tenant advised the Committee that there is no heat detector in the kitchen and no carbon monoxide detectors.

22. At the Hearing and with regard to the smoke alarms, the Landlord and the Landlord's Agent agreed that there were no hard wired smoke alarms in the Property. The Landlord's Agent suggested that installation of these might have been instructed.

23. At the Hearing and with regard to the guttering, the Tenant advised the Committee that this had occurred before Christmas 2014 and had been storm damage and had been reported to the Landlord's Agent but no repair had been carried out. The Tenant advised that she thought the type of damage was to guttering but accepted that it was, in fact, to the flashing. The Landlord advised the Committee that she was unaware of this repair being required until the Inspection on 8 th June 2015 and so had not instructed any works to be carried out.

24. At the Hearing, the Landlord and the Landlord's Agent stated that the Tenant had stopped paying rent and that this affected the Landlord's ability to instruct and meet the cost of repairs. The Landlord also stated that she had been paying a gas service contract which should have covered the cost of the boiler repairs and call-outs and that she was in contact with Scottish Gas, the contract provider, in this respect. The Tenant agreed that she is withholding rent.

Summary of the Issues

25. The issues to be determined by the Committee are whether or not the Property meets the Repairing Standard in respect of Section 13 (1) (c) and 13 (1) (d) of the Act at the date of the Inspection and Hearing. In particular whether 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 in proper working order and that any fixtures and fittings provided by the Landlord under the tenancy are in a reasonable state of repair and working order. Although not specifically referred to in the Application, from the content of the application form and the supporting documents, all of which had been notified to the Landlord per the Landlord's Agents, the Committee were of the view that the Tenant also complained of failures by the Landlord in terms of Section 13 (1) (a) and 13 (1) (f) of the Act and so the Committee should determine also whether the Property is wind and water tight and in all other respect reasonably fit for human habitation, and, if the Property has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.

Findings of Fact

26. The Landlord, Victoria Carol Ronaldson or McEnroe now Taff is the owner of the Property under title number REN77970 and the Tenant was the tenant of the Property in terms of a short assured tenancy agreement between the parties dated 11 June 2103.

27. The Property is a semi - detached two storey property comprising two bedrooms, one public room, kitchen and bathroom. The Property appears to be of traditional construction, estimated to be in the region of around 25/30 years old or thereby, with external walls assumed to be of cavity construction, with facing brick finish externally, or similar. The roof is pitched and clad in concrete tiles.

28. KM

29. From the Inspection, the Committee found that :-

- i) The boiler does not work properly and there is no hot water in the Property. Scottish Gas have affixed a warning sign to the boiler.
- ii) There are no hard wired smoke alarms in the Property and no heat detector in the kitchen, all as required by current regulations;
- iii) There are no carbon monoxide detectors in the Property, but this are not yet required by regulation.

- iv) The lead cover flashing at the front porch is missing and may allow rainwater to penetrate into the Property.

30. From the Inspection, the Committee were unable to conclude that electrical socket in the lower hall is defective.

31. From the Hearing, the Committee found that no works had been instructed or carried out to remedy the defects narrated in paragraph 28 above.

32. The Committee were of the view that relations between the Tenant and the Landlord have deteriorated and that the Landlord might perceive that access to carry out repairs could be difficult. However, the Committee considered that, as the Landlord employs professional letting agents and as the Tenant is willing to allow access, it should be possible for the Landlord's Agents to negotiate access for works to be carried out. The Committee were of the view also that, although the Tenant might have stopped paying rent thus impacting on the Landlord's financial position, the Landlord's statutory obligation in respect of the Repairing Standard remains, nonetheless.

Decision of the Committee

32. The Committee's decision was based on the Application with supporting documents, the Inspection and on the statements made to the Committee at the Hearing. In respect of Sections 13 (1) (a) and 13 (1) (c) and 13 (1) (f), of the Act, the Committee found that at the date of the Hearing the Landlord has failed to comply with the duty imposed by Section 14 (1) (b) of the Act.

33. The Committee were satisfied that, as outlined in the Findings in Fact, the boiler is not in a reasonable state of repair and is not in working order, there are no hard wired smoke alarms and the lead cover flashing is defective to the extent that the Property is not wind and watertight, the Property did not meet the Repairing Standard.

34. With regard to the electric socket, although the Committee were unable to conclude that the electrical socket in the lower hall is defective, the Committee being mindful of the safety risk of electrical faults,

34. The decision is unanimous.

35. The Committee, having determined that the Landlord had failed to comply with the duties imposed by Section 14(1) (b) of the Act proceeded to make a Repairing Standard Enforcement Order as required by Section 24(2) of The Act.

36. The Landlord is reminded that it is a criminal offence to re-let a Property to which a Repairing Standard Enforcement Order applies.

Right of Appeal

37. 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.

38. Where such an appeal is made, the effect of the decision and of any repairing standards enforcement 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 any repairing standards enforcement order will be treated as having effect from the day on which the appeal is abandoned or so determined.

Signed

K Moore

Karen Moore, Chairperson

Date 16 June 2015