



Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

prhp Ref:PRHP/RP/15/0134

Re : Property at 36 Glentye Drive, Tullibody, Clackmannanshire, FK10 2UR ("the Property")

Land Register Title Number: CLK13029

The Parties:-

Mrs Shelly-Anne Aitken and Mr Les Aitken, 36 Glentye Drive, Tullibody, Clackmannanshire, FK10 2UR ("the Tenant")

Mr Mark Richard Jackson, care of Martin & Co. 14 King Street, Stirling, FK8 1AY ("the Landlord")

NOTICE TO Mr Mark Richard Jackson, care of Martin & Co. 14 King Street, Stirling, FK8 1AY ("the Landlord")

Whereas in terms of their decision dated 10 September 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 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 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 to:-

1. Repair/replace the handle mechanism of the study door to ensure that the door is capable of being securely closed.
2. Repair/replace the security alarm to ensure that it is in proper working order.

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.

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 page are executed by Judith Verna Lea, solicitor, chairperson of the Private Rented Housing Committee at Cupar on 10 September 2015 before this witness:-

R Graham _____ witness

J Lea _____ chairman

Rachel Graham
Unit 3.5 The Granary Business Centre,
Coal Road, Cupar



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

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The Parties:-

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Mr Mark Richard Jackson, care of Martin & Co. 14 King Street, Stirling, FK8 1AY ("the Landlord")

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 written evidence lodged by both the Landlord and the Tenant and the oral submissions made 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 7 April 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:- the house is wind and water tight and in all other respects reasonably fit for human habitation, that 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, that any fixtures and fittings and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order and that any furnishings provided by the Landlord under the tenancy are capable of being used safely for the purpose for which they are designed.
3. The President of the Private Rented Housing Panel intimated a decision to refer the application under Section 23 (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. The Private Rented Housing Committee (comprising Mrs Judith Lea, Chairman and Legal Member and Sara Hesp, Surveyor Member) inspected the Property on 1 September 2015. The Tenant Mrs Shelly Anne Aitken was present. The Landlord was not present or represented.

6. Following the inspection of the Property the Private Rented Housing Committee held a hearing at Tullibody Civic Centre. The Tenant, Mrs Shelly-Anne Aitken was present. The Landlord was not present or represented.
7. The Tenant advised that the security alarm on the property had not been working when she moved in and despite her having advised the Landlord that it was not working it had still not been repaired. The Tenant also advised that the bathroom light above the shower had fallen out and had hit her daughter on the head. Eventually the Landlord got someone to come and put the light fitting back up in March 2015. She confirmed that there had not been any further problem with it since. In connection with the bath panel the Tenant advised that this was fixed by her father in law. The shower head had been cleaned by her and knobbly bits on it had come off. Although the shower was working the different settings on the shower did not fully work and there was a leak coming out of the side of the shower head.
8. The Tenant confirmed that her daughter's bedroom door previously did not shut but now was able to be closed but the latch did not catch properly. It was the same position with the master bedroom door and the playroom. The Tenant advised that the office door had become jammed and they had to force the door to get it open. The door handle and the catch were now broken and the door would not shut properly.
9. In connection with the garage, the Tenant advised that there was a hole in the wall when she moved in and there was no tumble dryer in the garage at this time. There was a washing machine in the garage but it was not connected up to the hole in the wall. The Tenant indicated that she was not aware that there was a vent on the outside of the garage because she had not been round there.
10. In connection with the curtains and poles, the Tenant advised that when she had moved in the curtains in the kitchen were made of voile and had tears in them and she showed the Committee photographs of this. The Tenant advised that she took them down and replaced them. In connection with the living room curtains, these had bad nicotine stains on them and she replaced these too. The Tenant advised that she also replaced the upstairs curtains and she replaced the curtain poles in a lot of the rooms in the house. She advised that the curtain poles had been broken.
11. The Tenant confirmed that the gutters and downpipes had been fixed by the Landlord. In connection with the outside, the Tenant advised that she was still picking up cigarette stubs and that one suggestion had been made that more chips be put down but the Landlord was not willing to do this.
12. In connection with the utility room, the Tenant advised that the tumble dryer and the washing machine were in the wrong places and had been switched over. She advised that when she moved in there was only a washing machine in the utility room and that she had now replaced this washing machine with her own washing machine. She indicated that the tumble dryer was hers but she could not push it all the way back due to the wall not being flat. She stated that she had concerns with regard to the washing machine being where it was because this had caused a crack to appear in the living room wall. The Tenant indicated that she had also had an issue with the cooker which she had sorted out but accepted that this was not part of the application.
13. The Committee considered each of the Tenant's complaints in turn:-

14. Security Alarm

It was clear from inspection and from the evidence of the Tenant that this alarm was not working. There did not appear to be any power in the alarm. The Committee noted that in terms of the Inventory and Check-In Report for the property the security alarm was said to be untested but there was nothing to suggest that it was not working. The Tenant's evidence was to the effect that the Landlord had been told about this on a number of occasions and nothing had been done. The Landlord provided no evidence to contradict this. The security alarm is a fitting or fixture provided by the Landlord and is clearly not

currently in working order. The Committee accordingly considered this a breach of Section 13(1)(d) of the Repairing Standard and proceeded to make an Order.

15. Doors in the Property

The Tenant advised that the door to the dining room was stiff and difficult to close. The Committee, from inspection, noted that it was slightly stiff but considered that it was possible to open and close the door and did not consider this a serious enough matter to amount to a breach of the Repairing Standard. In connection with the master bedroom door, the Tenant's daughter's bedroom door and the playroom door, from inspection the Committee was satisfied that these doors were capable of being opened and closed. The door to the study however has a handle that is not working properly and the door does not close satisfactorily. The Tenant's evidence was to the effect that there had previously been a problem with this door jamming and with the door being unable to be opened. The Landlord did not provide any evidence or attend the hearing to contradict this. The Committee considered that the fact that the study door snib does not fit into the door plate properly and that the door was not capable of being securely closed means that it is a breach of Section 13(1)(d) and made an Order in respect of this study door.

16. Garage

It was clear from inspection that there was a hole in the garage wall which it appears was previously used as a vent for a tumble dryer. There is no longer a tumble dryer in the garage. The Committee however noted that there is a vent cover on the outside wall of the garage and the Committee do not consider that the hole in the garage wall is in any way affecting the Tenant's use of the garage. The Committee accordingly did not find any breach of the Repairing Standard.

17. Bathroom

Although the Committee can understand the Tenant's concerns, it was clear from inspection that although there may have been problems with the bathroom light above the shower in the past, there had not been any problems since March when the light fitting had been refitted. The Committee accordingly did not find any breach of the Repairing Standard. In connection with the bath panel, the Tenant advised that this had been fixed by her father in law. At inspection there was no ongoing issue with the bath panel and accordingly there is no breach of the Repairing Standard. In connection with the shower head, the shower clearly works and despite the bobbles having come off when the Tenant was cleaning it, the Committee did not consider that there was any defect with the shower which was sufficiently serious so as to amount to a breach of the Repairing Standard. In connection with the shower panel, the Committee could not see any defect with this. The Committee however did note that there was some cracking in the plaster around the edge of the shower tray. Although this was not part of the Tenant's application, the Landlord may wish to investigate this further.

18. Curtains and Curtain Poles

Although the Tenant advised that she had replaced the curtain poles and the curtains the curtain poles and curtains presently in the property at the time of inspection are not a breach of the Repairing Standard. The Committee noted from the photographs and evidence provided by the Tenant that the curtains that were in the property when she moved in were torn and nicotine stained. This however is not mentioned in the Inventory and Check-In Report. The Committee had some sympathy for the Tenant in connection with this issue but given that the curtains and curtain poles which are in situ at the property at present do not breach the Repairing Standard the Committee was not able to make any Order.

19. Utility Room

The Tenant advised that the tumble dryer and washing machine in the utility room were in the wrong spaces and should be the other way round. She indicated that both the washing machine and the tumble dryer belong to her but the tumble dryer could not properly fit into the space and was sticking out slightly. She also indicated that the washing machine being next to the living room wall was now causing a crack to appear in

the living room wall. As these two items belong to the Tenant the Committee could not see how the Landlord was committing any breach of the Repairing Standard.

20. Gutters and Downpipes

The Tenant confirmed that these had all been fixed by the Landlord and there was no ongoing issue.

21. Outside

The Tenant advised that there was an ongoing problem with her still finding cigarette stubs in the area of the stone chips around the house. From inspection it appeared to the Committee that there were sufficient stone chips at the property and the Committee could not see how there was any breach of the Repairing Standard. The Committee did not see any evidence of cigarette stubs but this may well be because the Tenant has picked most of these up.

22. Photographs taken during the inspection are in the attached Schedule.

Decision

23. The Committee accordingly determined that the Landlord had failed to comply with the duty imposed by Section 14 (1)(b) of the Act.

24. The Committee proceeded to make a Repairing Standard Enforcement Order as required by section 24(1). Given the minor nature of the repairs required the Committee considered 6 weeks sufficient time for the work to be done.

25. The decision of the Committee was unanimous.

Right of Appeal

26. **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

27. 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.

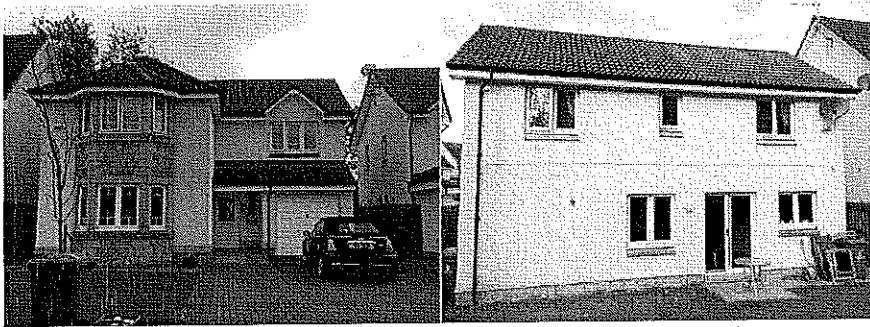
J Lea

Signed Date..... 10/9/15
Chairperson



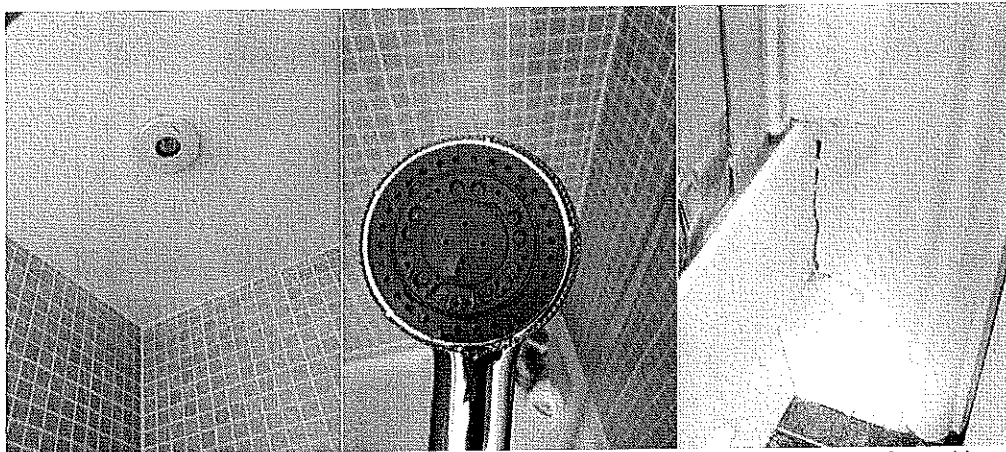
Schedule of photographs taken during the inspection of 36 Glentye Drive, Tullibody, Clackmannanshire FK10 2UR by the Private Rented Housing Committee on 1 September 2015

The weather was dry and cool



Front elevation

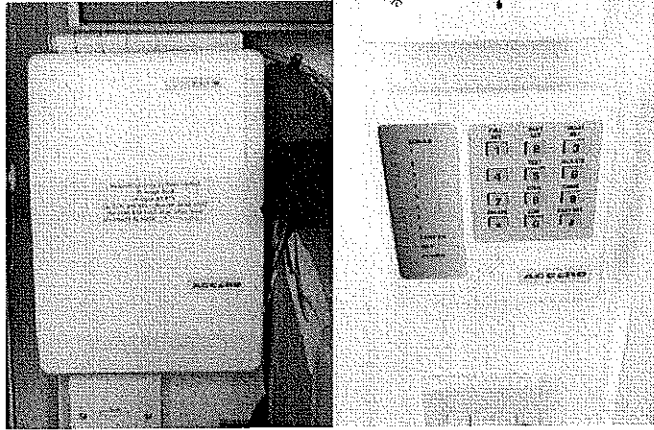
Rear elevation



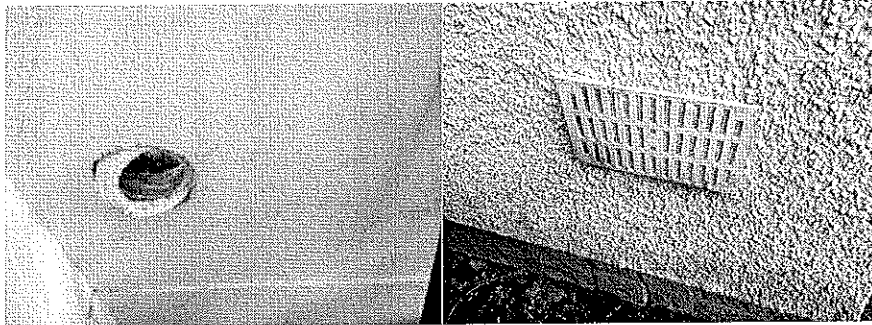
Upstairs shower room: left to right: light over shower; shower head; cracking at edge of panel beneath shower



Study door



Security alarm unit and panel



Garage: hole in wall - former vent (internal)

Cover over former vent (external)



Washing machine – utility room

J Lea

Signed:.....
Judith Lea