



## Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

prhp Ref: prhp/rp/15/0136

Re : Property at 9 Lothian Court, Glenrothes, Fife KY6 1LZ ("the Property")

Land Register No: FFE57171

### The Parties:-

Ms Donna Robb, 9 Lothian Court, Glenrothes, Fife KY6 1LZ ("the Tenant")

Mr Stanley Craig, care of Messrs Innes Johnston & Co, 32 North Street, Glenrothes, Fife KY7 5NA ("the Landlord")

**NOTICE TO:- Mr Stanley Craig, care of Messrs Innes Johnston & Co, 32 North Street, Glenrothes, Fife, KY7 5NA ("the Landlord")**

Whereas in terms of their decision dated 12 August 2015, The Private Rented Housing Committee having 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 the property is:-

- (a) wind and water tight and in all other respects reasonably fit for human habitation;
- (b) 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;
- (c) that the installations in the house, 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) 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:-

- (1) Close off or create a safety barrier between the end of the decking and the boundary fence to ensure it is safe;
- (2) Investigate and resolve the structural problems in the living room in order to ensure that the floor and the external walls are in a reasonable state of repair;
- (3) Repair/replace the bath and make good the seals to ensure they are in a reasonable state of repair;
- (4) Repair the door on the bathroom sink cupboard to ensure it is in a reasonable state of repair;
- (5) Install a threshold plate in the kitchen doorway; and
- (6) Repair the seals at the kitchen sink.

The Private Rented Housing Committee order that the works specified in this Order must be carried out and completed within a 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 type written on this and the preceding page are executed by Judith Lea, solicitor, chairperson of the Private Rented Housing Committee at Cupar on 12 August 2015 before this witness:-

**R Graham** \_\_\_\_\_ witness

**J Lea** \_\_\_\_\_ chairman

Rachel Graham  
Unit 3.5 The Granary Business Centre  
Coal Road  
Cupar, Fife  
KY15 5YQ



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

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Re : Property at 9 Lothian Court, Glenrothes, Fife KY6 1LZ ("the Property")

Land Register No: FFE57171

**The Parties:-**

Ms Donna Robb, 9 Lothian Court, Glenrothes, Fife KY6 1LZ ("the Tenant")

Mr Stanley Craig, care of Messrs Innes Johnston & Co, 32 North Street, Glenrothes, Fife KY7 5NA ("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 provided by the Landlord and the written and oral evidence provided by the Tenant, 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 15 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 considered that the Landlord had failed to comply with the duty to ensure that the house meets the Repairing Standard and in particular that the Landlord had failed to ensure that:- the house was wind and water tight and in all other respects reasonably fit for human habitation, 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 the installations in the house, 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, fittings and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order.
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 the inspection and hearing on both the Landlord and the Tenant.
5. The Private Rented Housing Committee, comprising Judith Lea, Chairman and Legal Member and Geraldine Wooley, Surveyor Member inspected the property on 5 August 2015. The Tenant was present but the Landlord was not present or represented.
6. Following the inspection of the property, the Private Rented Housing Committee held a hearing at Cadham Community Centre, Cadham Terrace, Glenrothes, KY7 6RU. The Tenant was present and accompanied by her mother Linda Clements. The Landlord was not present or represented. An email had been sent by the Landlord's

agent indicating that they were unable to attend the hearing but providing written representations. The Committee advised the Tenant of the content of the Landlord's written representations. The Committee then proceeded to consider each of the matters included in the Tenant's application.

#### **Water Penetration and Dampness in Front Porch**

7. The Tenant advised that there has been a problem with damp in the front porch since she moved in in April 2013. It was worse in the winter and when it was raining. The surveyor member of the Committee advised that the damp meter readings were within an acceptable range. On inspection there were no obviously visible signs of water penetration or dampness. The Committee considered that the state of the front porch was not inconsistent with a building of this type and date. The Committee accordingly did not find any breach of the Repairing Standard.

#### **Decking Area**

8. The Tenant had complained about the decking area being a fall hazard and the steps to the decking area requiring a hand rail. The Tenant advised that the decking was slippery when wet and she had concerns about her young child falling on it. She indicated that she did mop the decking. She advised that she had concerns about her child falling through the gap between the end of the decking and the fence. From inspection it did not appear to the Committee that the decking was rotten or had any significant growth on it. The Committee also noted that there was a wall next to the steps leading up to the decking and that there were only 3 steps between the decking and the garden. The Committee considered that the gap between the end of the decking and the fence was more of a health and safety issue. The Committee accordingly found a breach of the repairing Standard in terms of Section 13(1)(a) and (d) of the Act in respect of the gap between the end of the decking and the fence and made an order in respect of this.

#### **Gaps in the Living Room Floor**

9. The Tenant advised that there were gaps in the floor on three walls of the living room. She had discovered this because she was getting slugs and woodlice (slaters) coming into her living room and it was worse in the winter. There were also draughts in the winter. It was clear from inspection that there had been structural movement between the floor slabs and the external and party walls in the living room. The external inspection revealed horizontal cracking to the harling which may indicate structural movement between the foundations and external wall. The external cladding below the living room window was also damaged. The Tenant removed the masking tape which she had been using to prevent insects coming into the room and there was evidence of a number of dead woodlice (slaters) on this masking tape. The Committee considered that the gaps in the living room floor were a breach of Section 13(1)(b) of the Repairing Standard and made an order with regard to this. The state of the living room floor is allowing draughts, insects and slugs to enter the house.

#### **Void in the Living Room Ceiling**

10. The Tenant confirmed that the Landlord had plastered over this void and there was not an ongoing problem. It was clear from inspection that the void had been plastered and the Committee accordingly did not find a breach of the Repairing Standard.

#### **Bath**

11. The Tenant advised that the bath had been unusable since she moved in and she could also not use the shower which was over the bath. She advised that she had to go to her mother's to have a bath or shower. It was clear from inspection that the enamel in the bath was badly corroded and the seal around the top of the bath is rotting and has a large amount of black mould on it. The Committee considered that this is a breach of Section 13(1)(c) of the Repairing Standard and made an order in respect of this.

#### **Bathroom Sink Cupboard Door and Boiler Door**

12. The Tenant complained that there was not a catch on the doors of the cupboard which contained the boiler. The Tenant advised that this is a problem because the doors did not stay shut properly. The Tenant said she did not use the bathroom cupboard because it had no hinge. It was clear from inspection that the doors on the boiler cupboard were in good condition and were capable of being open and shut. Although there was no catch holding them in place when shut, the Committee did not consider that this was a serious enough issue to be a

breach of the Repairing Standard. The door on the cupboard under the bathroom sink however does not have any hinges on it and it is not capable of being used. The Committee accordingly considered this a breach of Section 13(1)(d) of the Repairing Standard and made an order in respect of this.

#### **Threshold Plate at Kitchen Door**

13. The Tenant advised that there was a trip hazard coming in and out of the kitchen because there was no threshold plate. It was clear from inspection that this was indeed the case and the Committee consider it to be a breach of Section 13(1)(d) of the Repairing Standard and made an order requiring the Landlord to install a threshold plate.

#### **Seal at Kitchen Sink**

14. The Tenant advised that there were slaters coming in at the kitchen sink and that the seal was damaged, dirty and smelly. It was clear from inspection that there were gaps along the back of the kitchen sink and the sealing requires to be renewed. The Committee considered that this was a breach of Section 13(1)(c) of the Repairing Standard and made an order in respect of this.
15. The Tenant pointed out to the Committee that the kitchen floor was damp and the linoleum was loose and was a trip hazard. The Committee observed this at inspection and would suggest that the Landlord deal with this issue as a matter of urgency. The Committee however could not make an order in respect of this matter as it had not been included in the application made by the Tenant to the Private Rented Housing Panel.
16. The Tenant confirmed that there were smoke alarms in the property which were in working order.
17. The Tenant advised that the Landlord had been aware of these issues since April 2013 and nothing had been done. In these circumstances the Committee considered that the Landlord should only be given a period of 6 weeks to comply with the Repairing Standard Enforcement Order.

#### **Decision**

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

#### **Right of Appeal**

20. **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**

21. 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**

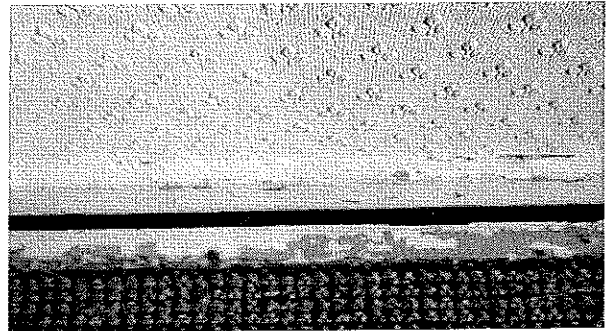
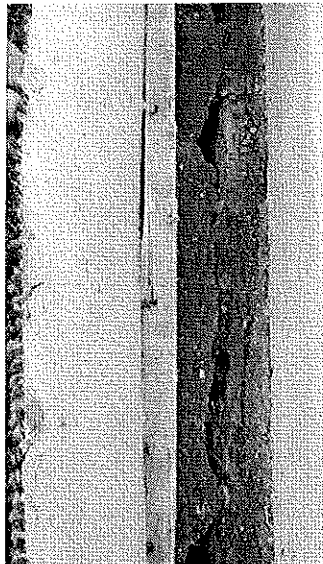
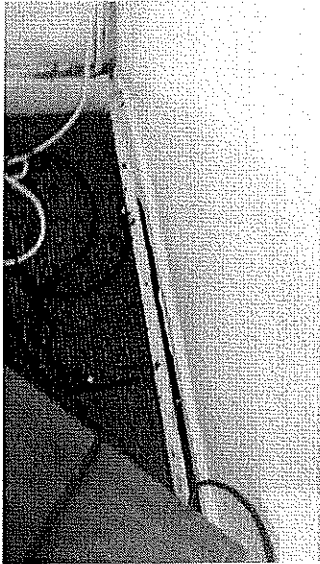
Signed ..... Date 12 August 2015  
Chairperson

**9 Lothian Court  
Inspection 5 August 2015  
Weather conditions: overcast**

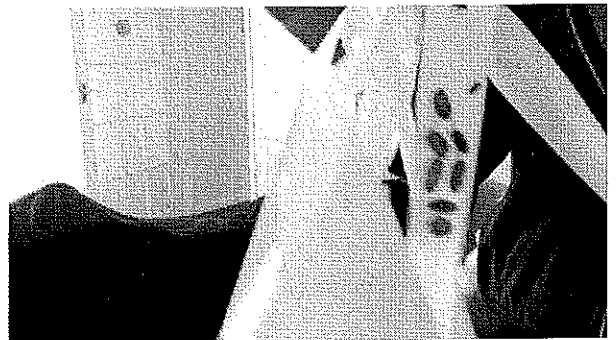
**Appendix 1  
Items subject to RSEO**

Living room:

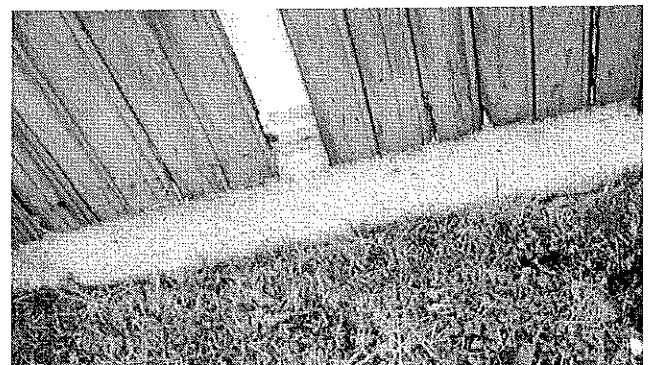
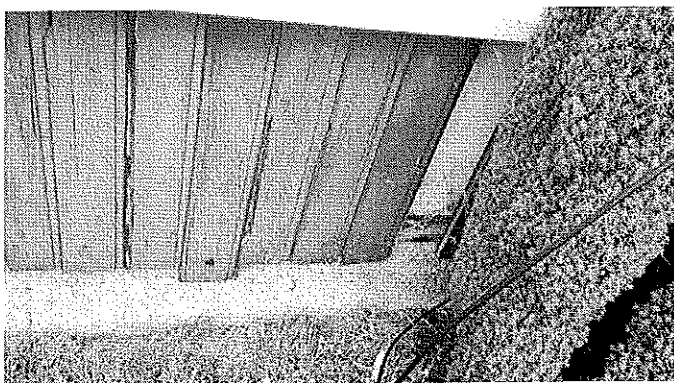
Floor slab cracked away from walls:



Infestation of woodlice (slaters)

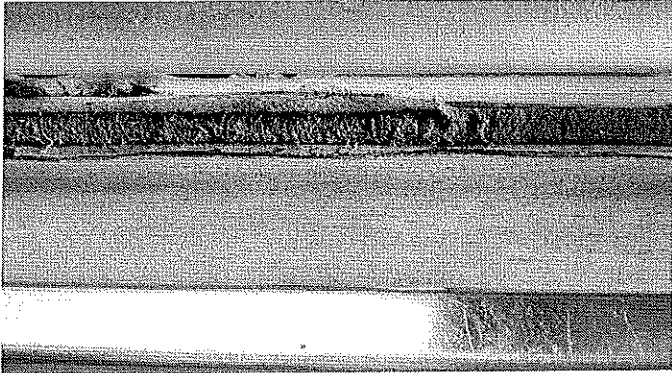


External – structural crack and damaged cladding

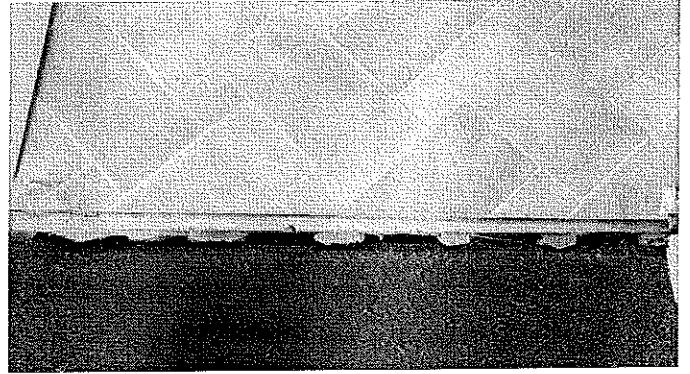


Kitchen

Splashback - needs sealant

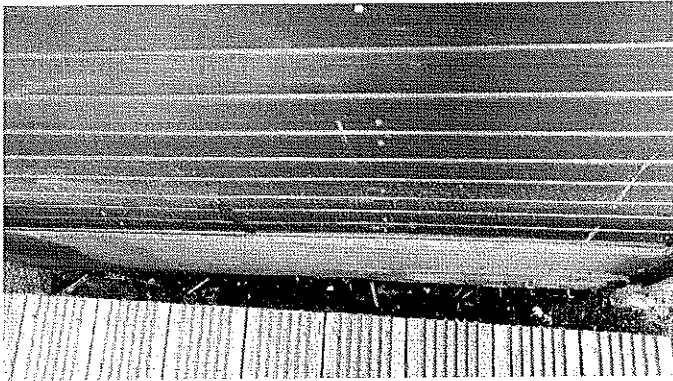


Threshold – trip hazard



External decking

Gap between decking and party wall

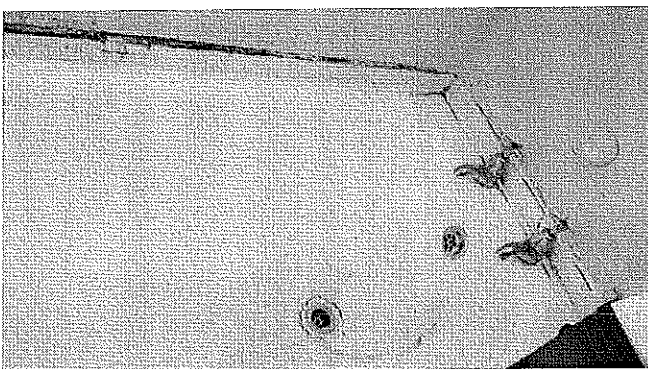


Steps

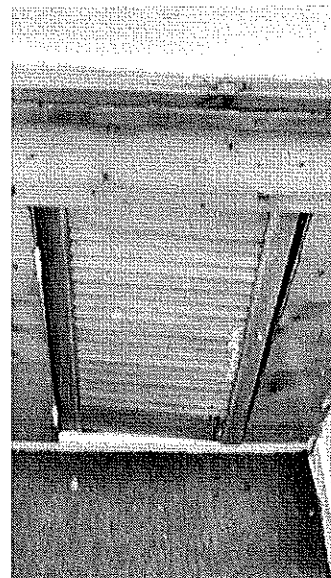


Bathroom

Mould and corroded enamel



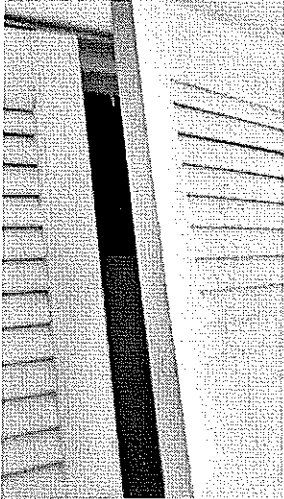
Hinges on cupboard door broken



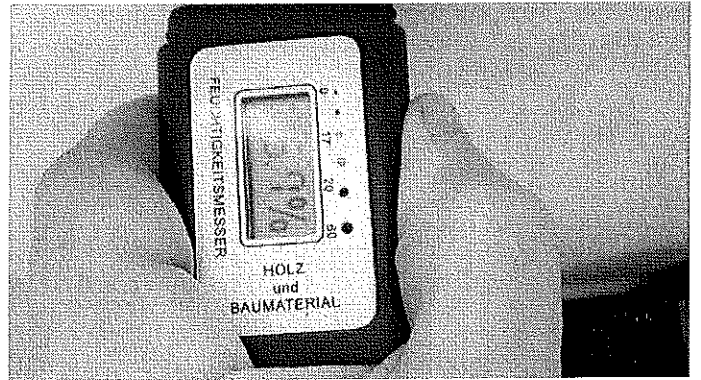
9 Lothian Court

Appendix 2  
Items not included in RSEO

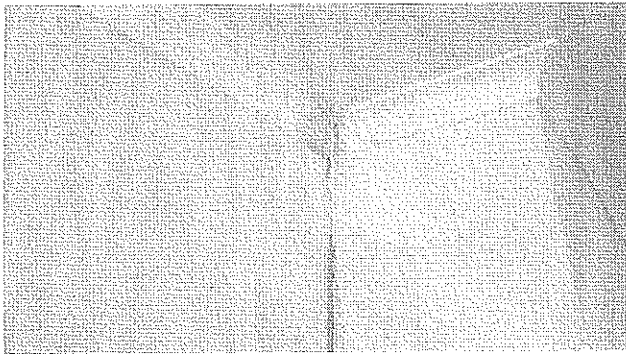
Boiler cupboard door



Damp in entrance lobby – readings within normal range (highest at 15.7%)



Repaired cornice in sitting room



Signed ..... Date 12 August 2015  
Chairperson

J Lea