



**PRIVATE RENTED HOUSING PANEL  
REPAIRING STANDARD ENFORCEMENT ORDER**

**THE PROPERTY**

**Flat 1/1, 18 Huntly Gardens, Glasgow G12 9AT, registered in the Land Register for Scotland under title number GLA84972**

**THE PARTIES**

**Steven Young, residing at the Property (applicant and tenant)**

**and**

**Mr Duncan John McAdam, residing at 48 Fernlea, Bearsden G51 1NB (landlord)**

**PRHP Ref: RP/15/0166**

**Committee Members – David M Preston (Convener); George Campbell (Surveyor Member).**

**REPAIRING STANDARD ENFORCEMENT ORDER ('RSEO') AGAINST THE LANDLORD**

- WHEREAS** in terms of their decision dated 23 December 2015 the Private Rented Housing Committee ('the Committee') determined that the landlord had failed to comply with the duty imposed by section 14(1)(b) of the Housing (Scotland) Act 2006 ('the Act') and in particular the property failed to meet the repairing standard as set out in section 13(1) of the Act.

2. The Committee now requires the Landlord to carry out such work as is necessary to ensure that the property meets the Repairing Standard and that any damage caused as a consequence of carrying out of any works in terms of this Order is also made good before the expiry of the Completion Date.

**THE ORDER**

3. In particular, and without prejudice to the foregoing generality, the Committee **HEREBY ORDERS** the Landlord to carry out the following repairs ('the Works');-
  - 3.1 To instruct a suitably qualified tradesman to ascertain the cause of water ingress above the bay window area of the property and to carry out any work recommended by the tradesman so as to make the property wind and watertight.
  - 3.2 To instruct a suitably qualified tradesman to carry out repairs to the windows to render them wind and watertight and in a reasonable state of repair. In particular any gaps between the window frames and the glass should be attended to and the glass made safe and secure as well as wind and watertight.
  - 3.3 To obtain an energy efficiency report or energy performance certificate from a suitably qualified energy efficiency auditor in order to identify what steps could reasonably be taken to ensure that the property is reasonably habitable and can be heated at reasonable cost to the occupant.
  - 3.4 To lodge a copy of the energy efficiency report or energy performance certificate with the offices of PRHP by 5 PM on 1 March 2016.
4. The Committee **HEREBY FURTHER ORDERS** that the Works specified in this Order must be carried out by 1 March 2016.

**RIGHT OF APPEAL**

A landlord or tenant has the right to appeal this decision to the Sheriff by summary application within 21 days of being notified of that decision.

**EFFECT OF APPEAL**

In terms of section 63 of the Act, where such an appeal is made, the effect of the decision and of 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 day on which the appeal is abandoned or so determined: IN WITNESS WHEREOF these presents consisting of this and the two preceding pages are subscribed as follows:

David M Preston

Chairman

Witness

23-12-15.....Date of Signing

SARAH STEWARD.....Name

OBAN.....Place of Signing

22 ARGYLL SQ.....Address

OBAN.....

ARGYLL.....

PA34 4AT.....



**PRIVATE RENTED HOUSING COMMITTEE**

**DETERMINATION AND STATEMENT OF REASONS UNDER SECTION 24 AND  
PARAGRAPH 6(2)(B) OF SCHEDULE 2 OF THE HOUSING (SCOTLAND) ACT 2006**

**THE PROPERTY**

**Flat 1/1, 18 Huntly Gardens, Glasgow G12 9AT**

**THE PARTIES**

**Steven Young, residing at the Property (applicant and tenant)**

**and**

**Mr Duncan John McAdam, residing at 48 Fernlea, Bearsden G51 1NB (landlord)**

**PRHP Ref: RP/15/0166**

**1 October 2015**

**Committee Members – David M Preston (Convener); George Campbell (Surveyor Member).**

**Decision**

**The Committee, having made such enquiries as are fit for the purposes of determining whether the Landlord had complied with the duty imposed by section 14 (1) (b) of the Housing (Scotland) Act 2006 (hereinafter referred to as “the Act”) in relation to the property, and taking account of the representations by both the Landlord and the Tenant, determined that the application should be continued for a period of two weeks after service of this Determination on the parties to enable the landlord to:**

- 1. Make the windows in the property wind and watertight.**
- 2. Repair or replace the space heaters in the property as necessary.**
- 3. Fit a new lock to the mail box in the lobby and provide a key to the**

**tenant.**

**In the event that the work is not carried out within the two week period, the Committee will resume consideration of the application and, on hearing further representations from the parties, will make an appropriate determination in terms of the Act.**

### **Background**

1. By application dated 28 April 2015, the tenant sought a determination of whether the landlord had failed to comply with the duties imposed on him by section 14 (1) (b) of the Act.
2. The tenant complained that the landlord had failed to meet the Repairing Standard in respect that the property was
  - a) Not wind and watertight and in all other respects reasonably fit for human habitation.
  - b) The structure and exterior of the property (including drains, gutters and external pipes) were not in a reasonable state of repair and in proper working order.
  - c) The installations in the property for the supply of water, gas and electricity and for sanitation, space heating and heating water were not in a reasonable state of repair and in proper working order.
3. In particular the tenant complained: that there was a gap in the living room window, causing wind and rain to get in; wood on window frame rotting away; unable to open windows; no ventilation, contributing to dampness; dampness in living room; living room ceiling had fallen in due to blockage in gutter, also contributing to dampness; no central heating, TV aerial or phone line; communal mail box not locked allowing other tenants to access mail.
4. By Minute of Decision dated 27 July 2015 the President decided to refer the application to a Private Rented Housing Committee and Notice of Referral, Inspection and Hearing was sent to the parties on 10 August 2015 appointing an inspection on 23 September 2015 at 0930 with a hearing thereafter at 1100.
5. By his response form dated 18 August the tenant advised that he would be represented at the inspection and hearing by his support worker, Jennifer McNab, of SAMH. By response form dated 18 August 2015 the landlord advised that he intended to attend the hearing.

### **Inspection**

6. The Committee inspected the property on the morning of 23 September 2015

and thereafter held a hearing in Wellington House, Wellington Street, Glasgow. The tenant and Ms McNab were present throughout the inspection.

7. The inspection revealed that the property was first floor flat in a traditional sandstone converted townhouse in the west end district of Glasgow. Accommodation comprised: living room with scullery kitchen; bedroom and bathroom.
8. The Committee noted:
  - a) An area of ceiling in the bay window area had been recently repaired and plastered.
  - b) The lower central window pane was loose and moved within the sash (see photo number 1 & 2).
  - c) The bottom spar on the right hand sash window had been replaced (see attached photo number 3).
  - d) The letterboxes in the hallway appeared to be in need of attention (see photo number 4)

### Hearing

9. The landlord and tenant were both in attendance at the hearing. The tenant was accompanied by Ms McNab who spoke on his behalf.
10. In addition to the application form the Committee had before it:
  - a) Copy photographs submitted by the tenant.
  - b) Copy lease dated 23 June 2011.
  - c) Copy letter dated 6 November 2013 from Glasgow City Council, Social Work Department to Dr Louise Watson.
  - d) Copy letters dated 6 November 2013 from the tenant.
  - e) Letter from SAMH received by PRHP on 18 September 2015,
11. The landlord advised that he provided accommodation in the private rented sector to tenants with disabilities and operated through Independent Living Scotland. He explained that the tenant had lived at the property for about 12 years.
12. The landlord said that he was aware of issues which arose from the flat roof over the bay window in the flat and expected his tenants to alert him to problems which would arise periodically. He said that he had specifically asked the tenant to let him know of any problems. He denied having received the letters of 13 November 2013. He said that he had been told that the ceiling had fallen in and he had arranged for his builder (Property One) to attend and clear the damage. He pointed to the photograph produced by the tenant which showed that the plaster had been cleared. He said that the tenant had been told that the area would need to dry out before it was fixed which had happened in due course. He agreed that the area had to be painted.

13. The landlord said that both he and the builders had difficulty in contacting the tenant and the builder had been unable to get access to the property. He maintained that the tenant did not live in the flat and that this was the reason for the difficulty in contacting him and getting access to the flat.
14. The tenant accepted that the photograph, which had accompanied the application to PRHP in April did show that the plaster on the ceiling had been cleared. He accepted that the problem in the ceiling had been resolved subject to it being painted. The tenant denied that he had been difficult to contact and Ms McNab advised that she had seen the tenant attempt to contact the builder without success.
15. The landlord maintained that that he was under no obligation to install central heating, double glazing, a TV aerial or a phone line. He said that the flat had been provided with space heaters at the start of the lease some 12 years previously. He explained that the building was B listed and that he would require planning permission etc to change the windows.
16. Ms McNab advised that she had been supporting the tenant for about a year and she had felt that the condition of the flat was unacceptable in view of the vulnerability of the tenant. She said that the flat was extremely cold, particularly in the winter and that the heating was inadequate. As a consequence of the discomfort in the flat the tenant spent a fair amount of time at his brother's house. She maintained that to her knowledge the builder had contacted the tenant on one occasion when he had been in the area. However the tenant had been in the city centre and had been unable to get back to the flat in time to meet the builder.
17. The landlord said that he had made the letterbox arrangement in the hall and had provided the tenants in the building with keys. The tenant denied having received a key and explained that the mail was left lying in the hall and he had found his mail in the bin. There was a concern regarding the ability of others to access confidential mail.

### **Decision**

18. It was apparent to the Committee that the relationship between the landlord and tenant had broken down. It was considered to be significant that the tenant was now receiving support from SAMH. The Committee accepted that while the tenant may not have told the landlord about issues with the heating and other matters in the past, this was, on a balance of probabilities due to his health issues. In any event the matters of concern were all live issues as at the date of the inspection and hearing.
19. The Committee advised the parties that it was unable to make orders in respect

of matters which did not form part of the lease. The windows at the start of the lease had been single glazed and the Committee could not order double glazing to be fitted, particularly in view of the nature of the property and the listing which would require specific permission.

20. Similarly the Committee advised that it could not require the landlord to provide central heating, TV aerial or phone line where none had been in the property previously.
21. The Committee advised that it was concerned about the condition of the windows and indicated that it would be minded to make a Repairing Standard Enforcement Order in that regard. However the landlord agreed that he would attend to draught-proofing the windows and to attending to water ingress at the roof of the bay window, if necessary.
22. The landlord accepted that he would inspect the space heaters which were now about 12 years old and he would repair or replace them as necessary. The landlord also agreed to fit a new lock to the mail box and provide a key to the tenant.
23. The tenant was advised that any issues with the delivery of his mail and where it was left were between him and the postal service and were not the responsibility of the landlord.
24. The Committee considered that a period of two weeks for the landlord to attend to the issues as agreed would be a reasonable time and the landlord agreed to that. The tenant confirmed that he would cooperate with the landlord and his tradesmen to provide access to the property for the workmen to be carried out.

23-Dec-15

X David M Preston

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CHAIRMAN

Signed by: David M Preston



Photographs at inspection of 1/1 18 Huntly Gardens, Glasgow G12 9AT  
on 23 September 2015



01 – bay window – gap at glass & frame



02 – close-up of air gap (centre window)



03 – Bay window (R) – showing repair



04 – Post box at front entrance