



Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

Reference Number:- PRHP/RP/15/0248

Re: Property at Flat 1/1, 1 Clutha Street, Glasgow, G51 1BL all as more particularly described in and registered in Land Certificate GLA83306 (hereinafter referred to as “the property”).

The Parties:-

Mrs Samira Mohammed (“the Tenant”)

Shawlands Limited, 1353 Pollokshaws Road, Glasgow, G41 3RG (“the Landlord”)

NOTICE TO

Shawlands Limited, 1353 Pollokshaws Road, Glasgow, G41 3RG (“the Landlord”)

Whereas in terms of their decision dated 11 November 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 the Landlord has failed to ensure that: the house is wind and watertight and in all other respects fit for human habitation, the structure and exterior of the house are in a reasonable state of repair and in proper working order and that that the fixtures, fittings and appliances provided by the Landlord under the tenancy are not 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:-

- (a) To repair all of the windows in the property by ensuring that there is adequate pointing around all of the windows, to ensure that it is wind and watertight and in proper working order.
- (b) To repair the electrical sockets located in the living room of the property.
- (c) To produce an up to date electrical installation condition report that the said installation meets BS 7671 and an in service inspection and test report on all electrical appliances and equipment from a competent suitably qualified and registered electrician and to complete any repairs identified within said report.

The Private Rented Housing Committee order that the works specified in this Order must be carried out and completed within the period of 28 days 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 an 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 an RSEO has effect in relations to the house. This is in terms of Section 28(5) of the Act.

In witness whereof these presents type written on this page and the preceding page are executed by Patricia Anne Pryce, Chairperson of the Private Rented Housing Committee at Glasgow 11 November 2015 before this witness:-

P PRYCE

Signed

Patricia Anne Pryce, Chairperson

N PRYCE

Date

11 November 2015

WITNESS

NICHOLAS PRYCE

ACCOUNTANT

55 BLYTHWOOD ST

GLASGOW



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

Reference Number: PRHP/RP/15/0248

Re: Property at Flat 1/1, 1 Clutha Street, Glasgow, G51 1BL all as more particularly described in and registered in Land Certificate GLA83306 (hereinafter referred to as “the property”).

The Parties:-

Mrs Samira Mohammed (“the Tenant”)

Shawlands Limited, 1353 Pollokshaws Road, Glasgow, G41 3RG (“the Landlord”)

Decision

The Committee, having made such enquiries as it saw fit for the purpose 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 concerned and, taking account of the evidence submitted on behalf of the Landlord and the application by Tenant, determined that the Landlord has failed to comply with the duty imposed by Section 14 (1) (b) of the Act.

The Committee consisted of:-

Patricia Anne Pryce	-	Chairperson
Alex Carmichael	-	Surveyor Member
Tom Keenan	-	Housing Member

Background

1. By application comprising of all documents received on/between 7 September 2015 and 10 September 2015, from the Tenant, the Tenant applied to the Private Rented Housing Panel for a determination as to whether the Landlord had failed to comply with the duties imposed by Section 14 (1) (b) of 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 property

meets the repairing standard and the Tenant brought forward the following breaches:-

That the bath cannot be used as there is a crack and damaged seal, causing a leak of water to a neighbouring property.

That the kitchen extraction is not operational.

That the electric fire sparks and there is a blue light when it is operational.

That the room flooring is raised and damaged.

That the bathroom floor is collapsing.

That there is water coming in the kitchen window when the sink is used.

That there is evidence of flea bites on the children.

That the room windows do not open or close.

That the doors do not open or close and have to be lifted.

That there are draughts through the living room windows.

The Tenant considers that the Landlord is in breach of his duties under the Housing (Scotland) Act 2006 in relation to the repairing standard and in particular the Landlord has failed to ensure:-

(i) The house is wind and watertight and in all other respects reasonably fit for human habitation.

(ii) 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.

(iii) 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 Minute dated 10 September 2015 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. On 15 September 2015, the Private Rented Housing Committee (PRHC) wrote to the Landlord, to the Tenant, to the Tenant's representatives, Govan Law Centre, and to the Landlord's letting agents and representatives, AQA Limited, to advise that the Private Rented Housing Committee intended to inspect the property on 2 November 2015 at 9.30 am. The letter further confirmed that a Hearing had been arranged in relation to the application, which Hearing would be held in Wellington House, 134-136 Wellington Street, Glasgow, G2 2XL commencing at 11:00.

The Inspection

5. On 2 November 2015, the Committee attended at the property for the purposes of inspection of the property. The Tenant was present at the inspection along with her representative, Ms Lorna Walker of Govan Law Centre. The Landlord did not attend the inspection, however, the Landlord's

representatives, Mr Mozaam Bahkari and Mr Umar Hayjat who stated that they were both Aaron Property Limited, were present at the inspection. It should be noted that various members of the Tenant's family were also in attendance at the property but took no active part in the inspection.

At the inspection on 2 November 2015, the Committee noted the following points:-

- (a) The property comprises a four apartment flat situated on the first floor of a three storey corner sited tenement building which is estimated to be in the region of around 110 years old or thereby.
- (b) The accommodation comprises an entrance hallway, lounge, three bedrooms, kitchen with fitted units and bathroom with three piece suite, all on one level.
- (c) The bath had been fixed with a new bath having been installed and it was newly sealed and no longer leaked into the property below.
- (d) The extractor fan in the kitchen had been fixed.
- (e) One of the electrical sockets in the living room had been fixed but the remaining two had not been fixed. The unfixed sockets could not be used by the Tenant as these sockets sparked when in use.
- (f) The electric fire in the living room had been removed by the Landlord.
- (g) The floor in the living room had been fixed.
- (h) The floor in the bathroom had been fixed.
- (i) The water which comes in from the kitchen window does not emanate from the kitchen sink but appears to come from above the property.
- (j) There was no evidence of flea bites.
- (k) The living room window situated on the left as it is looked at from within the property does not open.
- (l) All of the windows in the property are draughty due to a lack of surrounding insulation and appropriate pointing.
- (m) The access to the bathroom window was dangerous. It could not be accessed without standing on the edge of the bath.

The surveyor member of the Committee took several photographs which form the Schedule which is attached to this decision.

Preliminary Issues

1. The Committee decided to continue with the hearing in the absence of the representatives of the Landlord as the Committee was satisfied that both the Landlord and the representatives of the Landlord were aware of the time and location of the hearing, with the representatives of the Landlord confirming to the Committee that they

knew the time and place of the hearing when they attended the inspection.

2. During the course of the hearing, the Tenant advised that she wished to produce her receipts for the cost of gas for heating the property to demonstrate to the Committee that she had to spend a lot of money on heating the property due to the draughty windows in the property. The Committee considered the request by the Tenant. The Committee decided that this was not prejudicial to the Landlord as the draughty windows formed part of the Tenant's application and the Landlord had received fair notice of this ground of the application. Given this and in all the circumstances of the case, the Committee took the view that this would not be prejudicial to the Landlord and allowed the Tenant to lodge these receipts at the hearing.

The Hearing

6. The Tenant and her representative attended the hearing. The Tenant's son also attended the hearing but did not give any direct evidence to the Committee. The Landlord did not attend the meeting. At the inspection, the Landlord's representative, Mr Bakhari, had advised that he would not be attending the hearing but that someone else from his office would attend the hearing. No one attend from the Landlord's representative's company. The Committee delayed the commencement of the hearing for some fifteen minutes to allow the Landlord's representatives to attend but no one attended. The Committee took the decision to proceed with the hearing as the Landlord's representatives were aware of the time and locus of the hearing, having confirmed this to the Committee at the inspection. For the avoidance of doubt, no one arrived late after the hearing had commenced.

The Tenant then gave evidence directly to the Committee. She advised that she is a fulltime housewife and that she lives in the property with her husband and seven children who are aged 20, 19, 18, 16, 12, 8 and 5 years of age and that they have lived in the property for around five months.

The Tenant stated that she had never dealt with the Landlord directly but only with the Landlord's agents, namely, Aaron Property Limited.

The Tenant helpfully confirmed to the Committee that a number of the repairs contained within her application had been fixed by the Landlord in advance of the inspection and hearing. She confirmed that a new bath had been installed in September 2015. She confirmed that the extractor fan in the kitchen had been fixed in October 2015. Furthermore, she advised that the Landlord had removed the electric fire from the property but that, apart from the fixed

electrical socket in the living room, the remaining electrical sockets still sparked when used. She and her family simply do not use these sockets any more.

The Tenant also helpfully confirmed that the bathroom floor had been fixed at the end of September 2015.

The Tenant advised that the living room floor had also been fixed, although she complained that there was still an unevenness located in where the living room floor met the hallway floor. The Committee advised that while there was a slight depression in the floor at this point, it was not so uneven as to be dangerous. The Tenant accepted that works had been carried out on the floor.

The Tenant complained that water was still coming in from the kitchen window. She thought that this might be coming from the property above. The Tenant accepted that at the time of inspection there was no water coming in from this window. She also accepted that the ingress of water had nothing to do with the kitchen sink.

The Tenant accepted that there was no evidence of flea bites before the Committee but she explained that this is because she had treated these bites. However, there were no bites in existence at the time of inspection.

The Tenant complained that the windows in the property do not open and close and are draughty. She advised that she had complained to Aaron Property Limited about this and had been promised that the windows would be fixed but that nothing had been done about this. The Tenant complained that the whole house was draughty due to the condition of the windows.

The Tenant confirmed that there is gas central heating in the property which had previously been broken but now worked. However, she complained about the cost of heating the property and wished to produce receipts for her gas payments in respect of heating the property. She had lodged these before the hearing. At this point, the Committee took a recess and made a decision as noted under "Preliminary Issues" above.

The Tenant advised that all of the doors had been fixed at the end of September 2015 but that there will still problems with the door of the bedroom located opposite the bathroom. The Tenant complained that it would not remain closed. The Committee advised that the door had been functioning at the time of inspection and remained closed when the Surveyor member of the Committee tested it.

Ms Lorna Walker, Solicitor from Govan Law Centre, then gave evidence to the Committee. She confirmed that she was the representative for the Tenant. Ms Walker advised that she had been employed as a senior solicitor in Govan Law Centre for two years.

Ms Walker advised that the Landlord's contractor had broken the gas main for the property and that the Tenant was left without gas for two or three days. She accepted that this did not form part of the Tenant's application to the PRHP.

Ms Walker confirmed that the Landlord had started fixing the bathroom on 24 September 2015 and completed this on 30 September 2015. During this period, only the toilet was usable in the bathroom and the family had to wash using the kitchen sink.

Ms Walker stated that the Landlord was using cheap labour which caused everything to take longer and resulted in the problem with the gas.

Ms Walker advised that the Tenant was having to spend about £20 every two days on gas in order to heat the property. The property was always cold as the Tenant had to open the bathroom window to get rid of the smell of dampness and that in order to open this window, the Tenant had to stand up on the bath. Ms Walker advised that the Tenant had slipped attempting to do this.

Ms Walker advised that the Tenant's husband was disabled and that he had fallen due to the uneven floor in the property.

Finally, the Tenant advised that there was a smoke alarm in the bedroom next to the kitchen and in the living room but there was no such device located in the kitchen. She also confirmed that she had not seen a gas safety certificate for the property.

Both the Tenant and her representative were very honest and straightforward when giving their evidence to the Committee. They did not attempt to exaggerate their evidence and gave it in an honest manner, helpfully accepting that most of the repairs had been carried out by the Landlord after the application had been received by the PRHP. As there was no contrary evidence provided by the Landlord or the Landlord's representatives, the Committee had no difficulty in accepting the evidence of the Tenant and her representative.

Given all of the circumstances, the Committee is satisfied that the property is not wind and watertight and in all other respects reasonably fit for human habitation as a result of the draughty windows located throughout the property which have not been properly pointed or sealed. The Committee is satisfied that the structure and exterior of the house are not in a reasonable state of repair and in proper working order given the lack of appropriate pointing around the windows. The Committee is also satisfied that the fixtures, fittings and appliances provided by the Landlord under the tenancy are not in a reasonable state of repair and in proper working order insofar as

the electrical sockets in the living room cannot be safely used by the Tenant as they spark when in use.

Decision

7. The Committee accordingly determines that the Landlord has failed to comply with the duty imposed by Section 14 (1) (b) of the Act. The Committee proceeded to make a Repairing Standard Enforcement Order as required by Section 24 (1) of the Act.
8. The decision of the Committee was unanimous.
9. The Private Rented Housing Committee require the Landlord to carry out such works as are necessary to ensure that the property meets the Repairing Standard.
10. The Committee considered that it would be reasonable to allow a period of 28 days from the date of the RSEO to carry out these works.

Reasons for Decision

11. The Committee considers that the Landlord has had sufficient time to carry out the outstanding repairs.

The Committee considers that the Landlord has failed in his duty under Section 14(1)(b) of the Act and has not complied with the repairing standard in terms of Sections 13 (1) (a), 13(1)(b) and 13(1)(c) of that Act.

Observations

The Committee is extremely concerned that there is insufficient fire and heat detection within the property at the present time. It is unfortunate that this did not form part of the present application. The Committee would strongly urge to Landlord to rectify this matter as soon as possible.

Furthermore, the Committee is equally concerned that the Tenant is not in possession of a gas safety certificate in respect of the property and, once again, would urge the Landlord to rectify this lack as soon as possible given the history of the gas supply to the property. Once again, the Committee is of

the view that it was very unfortunate that this did not form part of the present application.

In addition, the access to the bathroom window is inadequate and, frankly dangerous, at the present time with the Tenant requiring to stand on the bath to open and close this window. In the Committee's view, this is an accident waiting to happen. The Committee would strongly recommend that the Landlord provide a safer means of opening and closing this window. Again, it is frustrating to the Committee that this access did not form part of the present application.

Right of Appeal

12. 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

13. 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.

P PRYCE

Signed

Date 11 November 2015

Patricia Anne Pryce

