



Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

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/16/0073

In respect of an application lodged in terms of Section 22(1) of the Housing (Scotland) Act 2006 ("the Act") by Elizabeth Murray residing at 337, Fulton Street, Glasgow, G13 2TA on behalf of herself and Hugh Conway ("the Tenants") per her agent Kim Anderson, Maryhill Citizens Advice Bureau, 25 Avenuepark Street, Maryhill, Glasgow G20 8TS ("the Tenants' Agent") against John Nash residing sometime at 26, Victoria Road, Paisley PA2 9PT and now at Flat 1/1, No 3 Orchard Street, Paisley, PA1 1UY ("the Landlord")

Re: Property at 337, Fulton Street, Glasgow, G13 2TA ("the Property") registered in the Land Register for Scotland under Title Number GLA67558

Committee Members

Karen Moore (Chairperson)

Mike Links (Surveyor Member)

NOTICE TO THE LANDLORD

John Nash residing at 26, Victoria Road, Paisley PA2 9PT and now at Flat 1/1, No 3 Orchard Street, Paisley, PA1 1UY ("the Landlord")

Whereas in terms of their decision dated 27 May 2016, the Private Rented Housing Committee determined that the Landlord 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 has failed to comply in respect of Sections 13 (1) (a), 13 (1) (b), 13 (1) (c), 13 (1) (d), 13 (1) (f) and 13 (1) (g) of the Act and failed to ensure that the Property is wind and water tight and in all other respects reasonably fit for human

habitation, the structure and exterior of the Property (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order, 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, whether any fixtures and fittings provided by the Landlord under the tenancy are in a reasonable state of repair and working order, whether the Property has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire and whether the Property has satisfactory provision for giving warning that carbon monoxide is present in a concentration that is hazardous to health. 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 Landlords must on or before 30 July 2016:-

1. Instruct a Gas Safe engineer to repair or renew the gas central heating boiler so that the system provides heating to all radiators in the property and domestic hot water and provide a gas safety certificate;
2. Instruct a SELECT or NICEIC electrician to carry out a full inspection of the electrical sockets and switches throughout the Property and to repair or renew the light fitting in the kitchen to ensure that all sockets and switches throughout the Property and the light fitting in the kitchen are fully functioning and to provide an EICR;
3. Repair or replace the shower in the bathroom;
4. Instruct a Corgi registered plumber (i) to inspect the hot and cold water supply in the bathroom and (ii) to carry out such works as are necessary to ensure all taps are fully functioning with water pressure suitable for a domestic supply;
5. Repair the plasterwork in the bathroom at the wash hand basin and the WC;
6. Reinststate the floor in the hall cupboard;
7. Install smoke, heat and carbon monoxide detectors to comply with the current standards being the building regulations and current Statutory Guidance issued by the Scottish Ministers both of which standards are available on the Scottish Government's website ;
8. Instruct a suitably qualified builder (i) to inspect the Property and the common parts of block of which it forms part to establish the cause of the water ingress at the kitchen ceiling and (ii) thereafter to carry out such repairs as are necessary to ensure that the water ingress is remedied and

9. Make good any décor damaged as a result of these works.

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 27 May 2016 before this witness, Norman William Moore, solicitor, Cumbernauld.

W Moore

Witness

K Moore



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Re: Property at 337, Fulton Street, Glasgow, G13 2TA ("the Property")

Committee Members

Karen Moore (Chairperson)

Mike Links (Surveyor Member)

Background

1. By application received 22 February 2016, ("the Application"), the Tenants' Agent on behalf of the Tenants 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 Act in respect that the Property does not meet the Repairing Standard in respect of Sections 13 (1)(c), 13 (1) (d), 13 (1) (f) and 13 (1) (g) of the Act. The Application did not specifically mention that the Property does not meet the Repairing Standard in respect of Sections 13 (1)(a) and Sections 13 (1)(b), of the Act but as the narrative details complaints of a hole in the floor of a cupboard, two holes in the bathroom floor and water ingress at the kitchen ceiling, the Committee is of the view that the Landlord has been given fair notice of a complaint in terms of these grounds.

2. A Notice of Referral, Inspection and Hearing, dated 4 April 2016, was sent to the Landlord, the Tenants' Agent and the Tenants and in terms of Schedule 2, Paragraph 1 of the Act, an Inspection and Hearing were fixed for 11 May 2016 at 10.00 and 14.00 respectively.

3. No written representations were submitted to the Committee.

The Inspection and Hearing.

4. Inspection took place on 11 May 2016 at 10.00 a.m. at the Property. Ms. Murray was present. The Landlord was not present.

5. The Committee inspected the Property and the items of which had been complained of specifically in the Application, namely:-

- a) The faulty electrical wiring, sockets, switches and light fitting in the kitchen ;
- b) The gas boiler;
- c) The defective plasterwork in the walls of bathroom ;
- d) The lack of hot water and low water pressure in the bathroom;
- e) The defective shower;
- f) The hole in the cupboard floor;
- g) Water ingress at kitchen ceiling and
- h) The lack of provision for detecting fires or carbon monoxide.

6. The Committee took digital photos of the Property which form the Schedule annexed..

7. Following the Inspection, a Hearing was held at Wellington House, Wellington Street, Glasgow, G2 2XL at 2.00 p.m. Ms. Murray was present. The Landlord was not present.

8. Ms. Murray gave evidence in a straightforward and measured manner and did not attempt to exaggerate any of her complaints. She advised the Committee that the issues with the condition of the Property had persisted from the beginning of the tenancy in December 2011.

9. In respect of the light fitting in the kitchen, Ms. Murray stated that this had never worked and that although the Landlord purchased a new fluorescent tube on the day on which she moved in, it did not work. In addition, the light switch for this fitting gave off electric shocks. In respect of the sockets in the kitchen, Ms. Murray stated that one of these in particular was jammed on and gave off electric shocks. The Landlord had been advised but did not instruct an electrician.

10. In respect of the gas boiler, Ms. Murray stated that, following the carbon monoxide detector alarm sounding, she had called out Scottish Gas who had disconnected the boiler. This had occurred shortly after the start of her tenancy. The Landlord had been advised but did not instruct a repair or replacement nor did he provide any free standing heaters. Ms. Murray advised the Committee that she has purchased several heaters throughout her tenancy at her own cost and that she relies on the electric immersion heater for hot water, both of which cost her more in energy costs than if she

could rely on a functioning boiler for warmth and hot water. Ms. Murray advised the Committee that she is in receipt of state benefits.

11. In respect of the hole in the floor in the cupboard housing the gas boiler, Ms. Murray stated that the floor had been in that condition from the beginning of the tenancy in December 2011.

12. In respect of the lack of hot water and low water pressure in the bathroom, Ms. Murray stated that both water temperature and pressure from both bath and wash hand basin taps were poor from the beginning of the tenancy in December 2011.

13. In respect of the shower, Ms. Murray stated that this had never worked from the beginning of the tenancy in December 2011. The Landlord, on the day on which she moved in, attempted a repair by hitting the control with a hammer resulting in the control becoming jammed and inoperable.

14. In respect of the holes in the walls the bathroom, Ms. Murray stated that the walls had been in that condition from the beginning of the tenancy in December 2011 and that she overcame the problem of draughts by blocking the holes with plastic bags and cardboard.

15. In respect of the water ingress at kitchen ceiling, Ms. Murray stated that this occurred during heavy rain and mostly in the winter months.

16. In respect of smoke and heat detectors, Ms. Murray stated that none had been installed since the beginning of the tenancy in December 2011

17. In respect of the carbon monoxide detector, Ms. Murray stated that this had not functioned properly for some time.

Summary of the Issues

18. The issues to be determined by the Committee are whether or not the Property meets the Repairing Standard in respect of Sections 13 (1) (a), 13 (1) (b), 13 (1) (c), 13 (1) (d), 13 (1) (f) and 13 (1) (g) of the Act at the date of the Inspection and Hearing. In particular, whether the Property is wind and water tight and in all other respects reasonably fit for human habitation, whether the structure and exterior of the Property (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order, 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, whether any fixtures and fittings provided by the Landlord under the tenancy are in a reasonable state of repair and working order, whether the Property has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire and whether the Property has satisfactory provision for giving warning that carbon monoxide is present in a concentration that is hazardous to health.

Findings of Fact

19. John Nash is the owner of the Property under title number GLA67558. The Tenants are the tenants of the Property in terms of a tenancy agreement dated 3 July 2012 between the parties.

Accordingly, John Nash is the Landlord. The Tenants may have taken entry to the Property prior to signing the tenancy agreement.

20. The Property is a ground floor flat forming part of a block of four flats and comprises two bedrooms, living room, kitchen and bathroom. The Property is an ex-local authority property, is around 80 years old and appears to be of traditional brick and cavity construction, with slated roof and UPV double glazed windows throughout.

21. From the Inspection, the Committee found the following:-

- a) The electrical sockets, switches and light fitting in the kitchen appear to be faulty. In particular, one socket in a double gang is jammed in the "on" position;
- b) The gas boiler has been disconnected and is not operable;
- c) There is a large hole in the floor of the cupboard housing the gas boiler;
- d) The bath hot water tap flows at a trickle and the wash hand basin cold water tap does not work;
- e) The shower appears not to be an electrical shower. In any event, it does not work;
- f) There are two large holes in the walls in the bathroom, one at the wash hand basin and one at the toilet;
- g) There is evidence of water ingress in the ceiling at the external corner. An inspection of the outside wall shows that the roughcast render at the kitchen window lintel is defective and that the common down pipe is badly decayed and
- h) There are no smoke or heat detectors in the Property and the carbon monoxide detector in the Property appears not be working.

22. From the Hearing, the Committee accepted without hesitation the statements made by Ms. Murray.

Decision of the Committee

23. The Committee's decision was based on its findings from the Application, the Inspection and the Hearing.

24. In respect of Section 13 (1) (a) 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 as the Property is wind and water tight and in all other respects reasonably fit for human habitation as there is evidence of water ingress in the kitchen, a possible cause of which is the defective roughcast render at the kitchen window lintel and the common cast iron downpipe which is badly corroded and cracked.

25. In respect of Section 13 (1) (b) 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 as the structure and exterior of the Property (including drains, gutters and external pipes) are not in a

reasonable state of repair and in proper working order as there is large hole in the floor of the cupboard which houses the gas boiler and two holes in the walls of the bathroom.

26. In respect of Section 13 (1) (c) 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 as the installations in the Property for the supply of water, gas and electricity and for sanitation, space heating and heating water are not in a reasonable state of repair as the gas boiler is not operable, the bathroom water supply is defective and the electrical system in the kitchen appears to be faulty.

27. In respect of Section 13 (1) (d) 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 as the electric shower fitting provided by the Landlord is not operable.

28. In respect of Section 13 (1) (f) of the Act, the Committee found that at the date of the Hearing the Landlords have failed to comply with the duty imposed by Section 14 (1) (b) of the Act as there are no heat or smoke detectors in the Property.

29. In respect of Section 13 (1) (g) of the Act, the Committee found that at the date of the Hearing the Landlords have failed to comply with the duty imposed by Section 14 (1) (b) of the Act as the carbon monoxide detector in the Property appears not be working.

30. The decision is unanimous.

31. The Committee, having determined that the Landlords 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.

Right of Appeal

32. 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.

33. 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 27 May 2016

27 May 2016 - this is the schedule referred to in the foregoing decision.
K Moore

SCHEDULE OF PHOTOGRAPHS

*solitor and
notary public
Glasgow.*

377 LINCOLN AVENUE GLASGOW G13 3LY

REF: PRHP/RP/16/0095 11 MAY 2016



Front elevation



Tester in kit socket



Tester in Kit socket



Consumer unit



Living rm ceiling rose



Hall smoke detector



Smoke detector



Smoke detector

CO detector