



## Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

**Re: Subjects 38A, WOODSIDE ROAD, STIRLING FK8 1PS being that ground floor house of the Block 38A, 38B, 38C and 38D WOODSIDE ROAD with the garden ground tinted pink and blue on the said Plan, all as more particularly described in Land Certificate Title number STG 46189 (hereinafter referred to as “the house”)**

**PRHP Reference: PRHP/RP/16/0088**

### **The Parties:**

Ms Margaret Hutchison, 38A, Woodside Road, Raploch, Stirling, FK8 1PS (“the tenant”)

Mr Arthar Firdous, 32 Alpin Drive, Dunblane, Stirlingshire, FK15 0FQ (“the landlord”)

### **Notice to Arthar Firdous (“the landlord”)**

Whereas in terms of its decision of 8<sup>th</sup> June 2016, 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 and in particular that the landlord has failed to ensure that the house meets the repairing standard in that:

*the house is wind and water tight and in all other respects reasonably fit for human habitation;*

*the installations in the house for 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;*

*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 house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire;*

*the house has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health.*

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:

- (i) **to instruct a suitably qualified specialist to carry out an investigation of the entire property to establish the extent of the issue of condensation/damp conditions within the property; to identify the cause of the condensation/damp conditions; and to provide recommendations on which**

works are required to remedy the problem of condensation/damp conditions;

- (ii) to produce a report to the PRHP with the findings of these investigations within 28 days of the date of receipt of this order. Upon receipt of that report the committee will consider which further Order should be made;
- (iii) To repair or replace the front door and surrounding door frame to ensure that it is wind and water tight;
- (iv) To repair or replace the back door and surrounding door frame to ensure that it is wind and water tight;
- (v) To provide a carbon monoxide detector and to attach this to the wall of the kitchen and ensure that this is compliant with the statutory guidance of the Scottish Government which applies to the provision of carbon monoxide alarms in private rented properties.
- (vi) To install fire/smoke detection at the property which is compliant with the statutory guidance of the Scottish Government which applies to the provision of smoke and fire detection alarms in private rented properties and;
- (vii) To produce to the PRHP a Domestic Electrical Installation Certificate in respect of these smoke alarms, once installed;
- (viii) To repair or replace all gas appliances at the property to ensure that they are in full working order and in a reasonable state or repair;
- (ix) To produce to the PRHP, a Gas Safety certificate for the property;
- (x) To have the bathroom inspected by a suitably qualified plumber to establish whether the sanitary ware is fitted appropriately to prevent any escape of water, that it is in full working order and to identify the source of the dampness within the internal cupboard in the hallway and bathroom floor and; for the plumber to provide his findings, in writing.
- (xi) To produce to the PRHP a copy of the plumber's findings in a written report.
- (xii) To carry out all ancillary works necessitated by the above works to and make good all decoration.

The Private Rented Housing Committee order that the works specified in this Order must be carried out and completed within a period of 4 weeks from the date of service of this Notice.

### Right of Appeal

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.

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 determined.

IN WITNESS WHEREOF these presents typewritten on this are signed by Simone Sweeney, Chairperson of the Private Rented Housing Committee, at Glasgow, on 15th day of June, Two Thousand and Sixteen in the presence of the undernoted witness:

**Simone Sweeney**

..... Chairperson

**Barry Divers**

.....Witness

ADVOCATE, ADVOCATES LIBRARY PARLIAMENT HOUSE EDINBURGH  
EH1 1RF. WITNESS NAME: BARRY DIVERS



## **DETERMINATION BY PRIVATE RENTED HOUSING COMMITTEE**

### **STATEMENT OF DECISION OF THE PRIVATE RENTED HOUSING COMMITTEE UNDER SECTION 24(1) OF THE HOUSING (SCOTLAND) ACT 2006**

In connection with

Property at 38A, Woodside Road, Raploch, Stirling, FK8 1PS ("the property")

Ms Margaret Hutchison, 38A, Woodside Road, Raploch, Stirling, FK8 1PS ("the tenant")

Mr Arthar Firdous, 32 Alpin Drive, Dunblane, Stirlingshire, FK15 0FQ ("the landlord")

Reference number: PRHP/RP/16/0088

#### **Decision**

Having made such enquiries as is fit for the purposes 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 into account the evidence led from the tenant and the landlord at the hearing and the documentation submitted to the Private Rented Housing Panel ("PRHP") by the parties, the Private Rented Housing Committee ("the committee") determines that there has been a failure on the part of the landlord to comply with the duty imposed by Section 14 (1) (b) of the Act.

#### **Relevant Statutory Provisions**

Section 13: The repairing standard

(1) A house meets the repairing standard if—

- (a) the house is wind and water tight and in all other respects reasonably fit for human habitation,
- (b) 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) the installations in the house for 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,
- (d) any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order,
- (e) any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed, and

(f) the house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.

Section 14: Landlord's duty to repair and maintain

(1) The landlord in a tenancy must ensure that the house meets the repairing standard—

(a) at the start of the tenancy, and

(b) at all times during the tenancy.

### Background

1. By application dated 29<sup>th</sup> February 2016 ("the application") the tenant applied to PRHP seeking a determination of whether or not the landlord had failed to comply with the duties imposed by Section 14 (1) (b) of the Act.
2. In the application the tenant stated that the landlord had failed to comply with section 13 (1) (a) (c) (d) (f) and (g) of the Act ("the repairing standard").
3. In the application, at section 8, the tenant specified how she had communicated to the landlord her complaint that the landlord had failed to meet the repairing standard:

*"Despite being informed in the following way*

*Verbally facebook*

*In writing, sent recorded delivery and signed for*

*The landlord has failed to carry out repairs"*

4. At section 9 of the application, the tenant specified the areas of the property where she considered work to be done, as:

*"Damp in bedroom and at front door*

*Cooker broken No gas safety certificate*

*No carbon monoxide detector*

*Water ingress at windows*

*Front door does not close properly*

*Back door needs repaired or replaced*

*Bathroom tiles missing."*

5. In support of the application, the tenant submitted letters to the landlord dated, 1<sup>st</sup> and 22<sup>nd</sup> February 2016 sent on her behalf to the landlord by her legal advisor at Shelter. In addition a photocopy of a Royal Mail proof of delivery slip, dated, 3<sup>rd</sup> February 2016 was provided.

An email dated, 7<sup>h</sup> March 2016, sent on behalf of the landlord to the PRHP from Shelter was also submitted. The committee had before it a copy of the title from the Lands register.

6. The letter from Shelter to the landlord dated, 1<sup>st</sup> February 2016, provided a list of repairs required at the property. It was sent to the landlord by recorded delivery post and had been signed for. The list of repairs were specified to be:

*"Damp in bedroom and at front door.*

*Cooker is broken, which needs repaired or replaced.*

*No gas safety certificate.*

*No carbon monoxide detector.*

*House is not wind and water type. Water ingress at windows.*

*Back door needs fixed or replaced.*

*Front door does not close properly.*

*Bathroom tiles are missing."*

7. The letter to the landlord from Shelter dated, 22<sup>nd</sup> February 2016, intimated that the repairs remained outstanding and put the landlord on notice that the tenant would be withholding payment of rent in the circumstances and submitting an application to the PRHP.
8. The email dated 7<sup>th</sup> March 2016 confirmed to the PRHP that the tenant had taken up residence at the property in March 2011, had never signed a lease, had paid rent at the sum of £600 per month throughout the period of the tenancy and that in the absence of a lease agreement, the tenant had an assured tenancy in the opinion of her legal advisor.
9. By Notice of Referral, dated 1<sup>st</sup> April 2016, the President of the PRHP, with delegated power, referred the application to a Private Rented Housing Committee, in terms of Section 23 (1) of the Act.
10. An inspection of the property and a hearing before the committee were assigned for 13<sup>th</sup> May 2016. The committee comprised the following members:
  - (i) Miss Simone Sweeney, Legal member and;
  - (ii) Mr Kingsley Bruce, Surveyor member.

11. An inspection of the property took place at 11am on 13<sup>th</sup> May 2016. The landlord was absent. There was no representative from Shelter. In attendance were the tenant and her friend, Ms Jackie Docherty.
12. Following the inspection, a hearing of evidence took place at Wallace House, Maxwell Place, Stirling, FK8 1JU. The tenant was present with her friend, Jackie Docherty. The landlord was neither present nor represented. The committee considered all the evidence before it and reached its determination.

### **Submissions at the hearing**

#### **Submissions of the tenant**

13. In support of her application, the tenant submitted that there was a significant problem with dampness within the property, most notably within the larger bedroom at the far end of the property. The dampness had reached such a degree that the tenant was unable to use the bedroom and was forced to sleep within the living room. The tenant had been unable to sleep in the bedroom for 18 months. She claimed that the dampness was spreading from this room into the neighbouring room. The tenant had identified black mould around the window and on the walls. She submitted that the dampness had seeped into fitted wardrobes recently removed from the room. When these had been removed there had been evidence of the dampness on the walls behind. So bad was the problem that any clothing and personal belongings within the room had required to have been destroyed. The tenant advised that she understood that the previous tenants had left the property due to the problem of dampness as their children suffered from asthma. Since the wardrobes had been removed, the landlord had arranged for one of the walls to be painted with anti-fungal paint. The tenant also explained that the tradesman who had carried out the painting had lifted the floorboards of the bedroom and found the wall below the floorboards to be soaking wet. The tradesman had taken photographs, undertaken investigations through a general internet search and indicated that he had found a solution which may remedy the problem. It had been left that the tradesman would return at some point in the future and attempt to eradicate the dampness underneath the floorboards but the tenant had no details as to when this would be. In response to queries from the surveyor member, the tenant explained that the property sits on a road which runs alongside the banks of the River Forth. During the winter months, the river would frequently burst its banks, often causing the surrounding streets to flood. There is a low flood embankment between the house and the river and although the street on which the property is located has never flooded during the time in which she has lived there, the tenant believed that water may accumulate in the foundations of the property. The basis for her thinking was that this had occurred to the neighbouring property. That property is owned by the local authority and it was the tenant's understanding that extensive works

had been undertaken at the neighbouring property to avoid a build-up of water underneath the house.

14. With regards to the front door of the property, the tenant submitted that the door had never been replaced during the period she had resided at the property. It does not close properly and the wind forces the door open wide. The tenant required to keep the door locked to prevent it from opening. There are spaces around the door which exposes the property to rain and wind. The landlord had sent a tradesman out to the property earlier this week and a rubber seal had been applied at the bottom of the door but this had fallen off within a day or so. Despite having complained to the landlord, "*a number of times*" nothing had been done until this week.
15. Turning to the back door, positioned with the kitchen, the tenant submitted that the door was rotten on the exterior. It was old. There were spaces around the door which allowed the wind and rain to come into the property through the bottom of the property. The door did not fit into the doorframe.
16. With regards to the cooker in the kitchen, the tenant submitted that the landlord had arranged for a new cooker to be fitted the day before the hearing. The tenant was certain that the tradesman who had fitted the cooker was not Gas Safe Registered. As a result she was reluctant to use the cooker. In any event the tradesman had left the oven unsealed which meant that it would create a hazard when hot. Prior to the new cooker being fitted the tenant had used the old cooker rarely. The tenant has relied upon the use of a slow cooker or a George Foreman grill as cooking facilities.
17. It was the evidence of the committee that windows within the smaller front bedroom and within the kitchen were not wind and water tight. There were gaps at the bottom of these windows which allowed water to gather on the window sills whenever it rained. This bedroom was used by the tenant's daughter.
18. The tenant submitted that the floor tiles of the bathroom were uneven and not all of them were fixed in place. The tenant believed that the reason for the floor tiles being loose was due to the level of dampness in the walls and on the floor of the bathroom. The tenant explained that a new shower screen had been fitted to the side of the bath some time ago. The screen was not fixed to the wall. As a result there was always a gap which allowed water to escape whenever the shower was utilised. The tenant didn't believe that the bath was fitted correctly and had doubts about there being adequate sealant around the bath. Any water from the shower could be escaping underneath the bath, the tenant submitted. The side cover of the bath had been removed recently and the wooden beams underneath had been identified to be rotten. The tenant explained that the wall on which the shower was fixed was shared by an internal cupboard in the hallway of the property. The tenant

believed that the build-up of water ingress underneath the bath was causing dampness within the internal cupboard. When the door was opened a strong smell of dampness would emanate from within the cupboard. The landlord had arranged for a tradesman to attend the property prior to today's hearing. The tradesman had replaced the missing tiles but these were still loose and moved when you placed your feet on them.

19. The tenant advised the committee that during the period she had lived at this property no gas service has ever been undertaken. There is a gas fire within the living room but in the absence of a gas safety certificate which confirms that the fire is safe, she has never used it.
20. The tenant advised the committee that there was no carbon monoxide detector at the property despite having requested one from her earlier approximately 3 years earlier.
21. Although there was a battery operated smoke alarm attached to the ceiling of the hallway, it was the tenant's evidence that the smoke alarm was not in working order and that the battery required replacing. She advised that the battery had not been replaced since she had come to reside at the property in 2011.
22. Finally the tenant advised that she has always paid her landlord the sum of £600 per month for the property which she believes is too high for the standard of property which she is expected to live in with her family. The tenant had always paid the landlord cash in hand. On receipt of advice from Shelter, the tenant had withheld rent because the landlord had not acted upon her request for repairs to be undertaken.

### **Summary of the issues**

23. The issues to be determined are: whether the property meets the repairing standard set out at section 13 (1) (a) (c) (d) (f) and (g) of the Act in terms of,
  - (i) 13 (1) (a): the allegations of water ingress at the windows and dampness within the bedroom and at the front door of the property and; the allegations that the back door requires repair or replacement and that the front door of the property does not close properly.
  - (ii) 13 (1) (c): the allegation that no gas safety certificate is available for the property;
  - (iii) 13 (1) (d): the allegation that cooker requires repair or replacement and; that the bathroom tiles are missing;
  - (iv) 13 (1) (f): the allegation that the property does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.



- (v) 13 (1) (g) the allegation that the property was without a carbon monoxide detector.
- (vi) and whether the landlord has complied with the duty imposed by Section 14 (1) (b).

### **Findings in fact**

- 24. The committee make the following findings in fact:
- 25. That the property is under the ownership of Athar Almass Firdous, who is the landlord. The property has the title number STG46189, having been purchased by Athar Almass Firdous on 8<sup>th</sup> February 2008.
- 26. That there is no written tenancy agreement between the parties.
- 27. That the lease is a short assured tenancy in terms of the Housing (Scotland) Act 1988. The provisions of Chapter 4 of the Act apply.
- 28. That the rental charge is £600 per calendar month.
- 29. That the tenant resides at the property with her family.
- 30. That the tenant received legal advice from Shelter who issued letters to the landlord on 1<sup>st</sup> and 22<sup>nd</sup> February 2016, intimating the repairs required at the property and that these remained outstanding on 22<sup>nd</sup> February 2016.
- 31. That the letter of 1<sup>st</sup> February 2016 was sent to the landlord by recorded delivery post and a Royal Mail slip, showing proof of delivery, dated 3<sup>rd</sup> February 2016 was before the committee.
- 32. That the committee is satisfied that the landlord received intimation of the tenant's complaint prior to the tenant submitting an application to the PRHP.
- 33. That the letter from Shelter dated 1<sup>st</sup> February 2016 contained a list of repairs required at the property but this list made no reference to the property being without satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.
- 34. That the tenant submitted an application to the PRHP on 29<sup>th</sup> February 2016.

35. That this complaint was included within the tenant's application to the PRHP dated 29<sup>th</sup> February 2016 at section 8 of the application form.
36. That a copy of the tenant's application form was intimated to the landlord by the PRHP staff on 1<sup>st</sup> April 2016.
37. That the landlord received a copy of the application form.
38. That the landlord received notice that part of the applicant's complaint was an allegation that property does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.
39. That the committee will include this complaint as part of the tenant's application.
40. That an inspection and hearing were arranged to take place on Friday 13<sup>th</sup> May 2016 and this information was intimated to both parties by letter of 1<sup>st</sup> April 2016 from the PRHP.
41. That the tenant was present at the inspection of Friday 13<sup>th</sup> May 2016.
42. That on the date of the inspection, the weather was dry and overcast.
43. That, on inspection, the property is a 4 apartment, ground floor, 4 in a block type flat.
44. That, on inspection, the front door, was not fitting adequately within the door frame; that the seals were worn, compressed and broken down in various places; that there were obvious gaps at the foot of the door where water could potentially penetrate the property, with lack of adequate weather protection.
45. That the front door of the property is not wind and water tight.
46. That the committee finds a failure on the part of the landlord to meet the repairing standard of section 13 (1) (a) of the Act in respect of the front door.
47. That, on inspection, the larger bedroom at the far end of the property, was found to have blackspot mould around the window and other parts; that there was a strong smell of dampness; that the wall which ran along the front of the property had been recently painted and there were no wardrobes within the room.
48. That the committee accepts that the tenant does not sleep in this bedroom.

49. That the surveyor member of the committee took readings using an electronic moisture meter in the larger bedroom.
50. That the committee identified evidence of severe condensation within the larger bedroom but no immediate evidence of structural dampness.
51. That further investigation is required to be undertaken by an appropriate specialist to establish the extent of the problem of condensation within the bedroom and the property in general and the source and cause of the problem.
52. That the committee finds a failure on the part of the landlord to meet the repairing standard of section 13 (1) (a) of the Act in respect of the extent of the condensation within the bedroom.
53. That, on inspection, the windows of the bedrooms at the front of the property, the living room and the kitchen were found to be in full working order and there was no evidence of water ingress or any gaps around the windows which may allow water to penetrate into the property.
54. That the committee find no evidence of any failure to meet the repairing standard in terms of section 13 (1) (a) in respect of the windows within these rooms of the property.
55. That, on inspection of the back door to the property, the committee found it to have a painted metal faced exterior with a glass window positioned at the top of the door; that the metal exterior was rotting away at the bottom of the door and around the edges; that there was mould growth on the window of the door and around the door frame; that the door was not fitting properly with the door frame, creating gaps around the door which allowed wind and water to penetrate into the property, potentially.
56. That the committee finds a failure on the part of the landlord to meet the repairing standard of section 13 (1) (a) of the Act in respect of the back door.
57. That there was no gas safety certificate before the committee and in the absence of same, the committee finds a failure on the part of the landlord to meet the repairing standard of section 13 (1) (c) of the Act.
58. That, on inspection, a gas cooker was fitted in the kitchen; that no tests were undertaken to establish if this was in working order; that the oven was not sealed and created a potential hazard to the health and safety of those using it.
59. That, on inspection of the bathroom, the committee identified that there was a shower attached to a tiled wall, above the bath; that a shower screen was attached to the wall; that a gap of approximately 2 -3 centimetres was visible between the edge of the screen and the wall tiles; that the seal around the bath and the tiles had been removed; that the wall to which the

shower is attached is the dividing wall between the bathroom and an internal cupboard in the hallway.

60. That, on inspection of the internal cupboard in the hallway, there was evidence of black mould growth at the rear of the cupboard and indications of dampness within the cupboard
61. That the surveyor member of the committee took readings on a dampness monitor from within the internal cupboard in the hallway.
62. That the tests revealed evidence of dampness within the cupboard.
63. That, on inspection of the bathroom floor, the committee identified cream floor tiles; that 2 of these tiles were insecure and when weight was placed on them, they would rise up; that they were unstable.
64. That there are no missing tiles on the bathroom floor.
65. That the committee finds a failure on the part of the landlord to meet the repairing standard of section 13 (1) (d) of the Act in respect of the fact that, although replaced, the floor tiles in the bathroom are not in a reasonable state of repair.
66. That, in the absence of a valid gas safety certificate which confirmed that the cooker was safe and in full working order, there was no evidence that the landlord had met all that was required of him in terms of section 13 (1) (d) of the Act.
67. That the committee finds a failure on the part of the landlord to meet the repairing standard of section 13 (1) (d) of the Act in respect of the cooker.
68. That, on inspection, a battery operated smoke detector was fitted to the ceiling of the hallway of the property.
69. That the tenant submitted that the smoke detector was not in working order and required the battery to be replaced.
70. That the battery had not been replaced in 5 years, being the period during which the tenant had resided at the property.
71. That no tests were undertaken by the committee to identify if the smoke detector was in proper working order.
72. That, the committee accepts the evidence of the tenant and determines that the landlord has not met the repairing standard of section 13 (1) (f) of the Act.

73. That, on inspection of the property, the committee found no evidence of a carbon monoxide monitor.
74. That the committee accepts the evidence of the tenant that she had requested a carbon monoxide monitor from her landlord but this had never been forthcoming.
75. That the committee finds a failure on the part of the landlord to meet the repairing standard of section 13 (1) (g) of the Act.
76. That the committee finds that the landlord has failed to comply with the duty imposed by Section 14 (1) (b).

### **Reasons for decision**

77. Having inspected the property and undertaken tests for dampness, the committee found there to be evidence of severe condensation in the larger bedroom. The committee considered the evidence of the tenant; that the moisture which she believed to be dampness became so severe that she was unable to sleep in the bedroom and that she had been required to discard property and personal belongings. The committee took into account the findings of the tests which revealed no evidence of structural dampness present in the room but in light of the levels of moisture within the room and the smell of dampness evident, the committee consider further investigation necessary from a suitably qualified expert to establish the cause of the moisture and to identify what works are required to eradicate the problem and also taking account of the location of the property, perceived potential for flooding, and comments by the tenant in response to questions asked by the Committee. The committee has reached the view that the landlord has failed to meet the repairing standard of section 13 (1) (a) of the Act.
78. The findings of the inspection of the front door revealed that the door to the property was neither wind nor watertight and therefore the committee finds the landlord to have failed in his duties in respect of 13 (1) (a); Equally, the findings of the inspection of the back door revealed it to be neither wind nor watertight and therefore the committee finds the landlord to have failed in his duties in respect of 13 (1) (a).
79. There was no evidence of either a valid gas safety certificate or a carbon monoxide monitor before the committee. In addition, taking into account the evidence of the tenant that no gas safety inspection had been undertaken during the time she had lived at the property and that, despite requests to her landlord, no carbon monoxide monitor had been provided, the committee finds the landlord to have failed in his duties in respect of 13 (1) (c) and (g).

80. The committee accepted the evidence of the tenant that works had been undertaken at the property prior to the hearing to replace the cooker and the tiles on the bathroom floor. An area of the cooker had been left without a seal which created a potential risk during use. Although there were no tiles missing on the bathroom floor, two of the tiles were found to be loose underfoot. Accordingly, the committee finds the landlord to have failed in his duties in respect of 13 (1) (d).
81. The committee observed a battery operated smoke detector fitted to the ceiling of the hallway of the property. No tests were undertaken to identify if the smoke detector was in proper working order. However the committee accept that the landlord knew that this was part of the application before the committee and accept the evidence of the tenant that the smoke detector was not in working order and required a new battery. Therefore the committee finds the landlord to have failed in his duties in respect of 13 (1) (f).

### **Decision**

82. The committee determined that the landlord has failed to comply with the duties imposed by sections 13 (1) (a) (c) (d) (f) and (g) and section 14 (1) of the Act.
83. The committee proceeded to make a Repairing Standard Enforcement Order as required by Section 24 (1). The Repairing Standard Enforcement Order has a time limit of 4 weeks from the date of service of the Order for the landlord to carry out works necessary to ensure that the property meets the repairing standard.
84. The decision of the committee was unanimous.

### **Right of Appeal**

85. 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.
86. 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 determined.

**Simone Sweeney**

Chair

At Glasgow on 15<sup>th</sup> June 2016