



Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

Reference Number:- PRHP/RP/16/0097

Re: Property at 42 Ravenscliffe Drive, Giffnock, G46 7QP, all as more particularly described in and registered in Land Certificate REN6165 (hereinafter referred to as “the property”)

The Parties:-

Miss Andrea Cambridge (“the Tenant”)

Rabbi Mordecai Bamberger, 38 Yisoh Brocho Street, Jerusalem,95341, Israel (“the Landlords”)

NOTICE TO

Rabbi Mordecai Bamberger, 38 Yisoh Brocho Street, Jerusalem,95341, Israel (“the Landlord”)

Whereas in terms of their decision dated 13 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 (“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 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. To instruct an appropriate and, if necessary invasive, investigation sufficient to allow the inspection of the supporting beam (“the bresummer”) across the top of the living room window to determine the extent of any rot which may be**

- present within the beam by a suitably qualified person and to complete any and all repairs identified and recommended by the said investigation.
2. To carry out all necessary repairs to ensure that the roof is wind and watertight and in reasonable condition including, but not limited to, all slipped, missing and damaged slates to be replaced and all roof details.
 3. To replace the fractured soil stack pipe located to the rear of the property.

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 on 13 June 2016 before this witness:-

P. PRYCE

Signed

Date 13 June 2016

Patricia Anne Pryce, Chairperson

N. PRYCE

Witne:

Name

NICHOLAS PRYCE

Address

55, BLYTHSWOOD ST, GLASGOW

Occupation

ACCOUNTANT



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

Reference Number: PRHP/RP/16/0097

Re: Property at 42 Ravenscliffe Drive, Giffnock, G46 7QP ("the Property ")

The Parties:-

Miss Andrea Cambridge ("the Tenant")

**Rabbi Mordecai Bamberger, 38 Yisoh Brocho Street, Jerusalem,95341, Israel
("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 by the Tenant and on behalf of the Landlord together with 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
Kingsley Bruce	-	Surveyor Member

Background

1. By application comprising of all documents received on 14 March 2016, 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 there is rain water penetration affecting two areas of the front living room.

That there is rain water penetration in the single bedroom.

That there is rain water penetration in the front double bedroom.

That the rear waste soil stack is fractured and foul water from the bathroom leaks over the back garden.

That builders said that there was rot affecting the supporting beam over the front window.

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.**

3. By Minute dated 8 April 2016 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 20 April 2016, the Private Rented Housing Committee ("the Committee") wrote to the Tenant, the Landlord and to the Landlord's letting agents, Edzell Property Management Limited, to advise that the Committee intended to inspect the property on 1 June 2016 at 9.30 hours. 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 13.30 hours. Finally, the letter confirmed that any written submissions had to be received by the Committee by 11 May 2016. No further written submissions were received from the Tenant and there was no response from the Landlord or his agents.

The Inspection

5. On 1 June 2016, the Committee attended at the property for the purposes of inspection of the property. The Tenant was present at the inspection and she provided access to the Committee. The Landlord's representative, Mr. Richard Taylor, employee of Edzell Property Management Limited, also attended the inspection on behalf of the Landlord.

At the inspection on 1 June 2016, the Committee noted the following points:-

- (a) The Property comprises a two bedroomed semi-detached villa constructed over two storeys which is estimated to be in the region of eighty years old or thereby.
- (b) The accommodation comprises an entrance hallway, lounge and kitchen with fitted units on the ground floor. On the first floor of the property there is located a bathroom to the rear of the property and there are two bedrooms located to the front of the property.
- (c) The property has garden ground to both the front and the rear of the property.
- (d) The roof of the property is of slate construction. The roof appeared uneven to the naked eye and slates were either missing or had slipped out of place. Of particular note was the chimney stack on the front elevation where the rendering had come away from the stack altogether.
- (e) A waste pipe to the rear of the house had an open split running vertically down the pipe and the remnants of foul water could be seen on the ground in the rear garden around the bottom of the pipe. It appeared that the foul water emanated from the shower, bath and basin in the bathroom.
- (f) In the living room, the wall where the front bay window was located had been re-plastered and redecorated at the Tenant's own expense around two months prior to the inspection. The Tenant and Mr. Taylor both confirmed that no substantive repairs had been carried out to this area of the property to prevent further ingress of water. Furthermore, both the Tenant and Mr. Taylor confirmed that no investigatory works had been carried out to the beam over the window, that is, the bresummer, to check for the existence of rot.
- (g) In the single bedroom where the Tenant's two children sleep, the Tenant advised that there was damp in the internal corner of the ceiling of the bedroom and that she had washed this down and cleaned it to remove the obvious dampness around two weeks before the inspection. Mr. Taylor confirmed that the Landlord was aware that there was a problem with the roof and that repairs required to be carried out.
- (h) In the double bedroom, there was clear evidence of dampness on the wall at the chimney breast. The Surveyor Member of the Committee used a damp meter which demonstrated an unacceptably high reading. Furthermore, there was staining on the ceiling of the bedroom where water had dripped through causing the Tenant to wake.

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

The Hearing

6. The Tenant attended the hearing. Mr. Taylor telephoned the offices of the PRHP to advise that he was running late and would be late for the hearing. Mr. Taylor arrived ten minutes after the hearing was due to begin. The Committee had agreed to delay the start of the

hearing by ten minutes to allow Mr. Taylor to arrive. The hearing commenced after Mr. Taylor's arrival. The Committee noted Mr. Taylor's apology for his late arrival and thanked him for this. Mr. Taylor advised that he was a solicitor employed by Edzell Property Management Limited. The Committee sought clarification from Mr. Taylor as to specific representation of the Landlord, that is, was he acting in his capacity as a solicitor or as the property agent for the Landlord. Mr. Taylor confirmed that he was employed as an in house solicitor for Edzell Property Management Limited and, as such, could only represent the Landlord in his capacity as property agent and not as his solicitor. He confirmed that he was representing the Landlord's interests today and that the Landlord would not be personally present at the hearing.

The Tenant was honest and straightforward when giving her evidence. She advised that she did not really want to be at the hearing but that her parents had insisted that the present application be made. The Tenant confirmed that she had lived in the property for six years. She lived there with her two sons aged fourteen and seven. She confirmed that she had always had a good relationship with the Landlord. She advised that she pays £570 per calendar month by way of rent for the property. The Tenant confirmed that she had never missed a rent payment and that the Landlord had never offered her a rebate of her rent to take account of the work she had instructed at the house. She advised that she had instructed builders to re-plaster the wall in the living and had paid for it to be redecorated. It had cost her around £800 and she was happy to pay this as she felt that as the property was old it was only to be expected that there could be problems with it from time to time. The Tenant advised that the Landlord had never offered to reimburse her for these works. When questioned by the Committee, the Tenant had not been aware that it was the Landlord's responsibility to carry out the necessary repairs and to pay for these.

The Tenant advised that she had lived happily at the property until July 2015 when she returned from holiday to discover that there was water running down the wall of the living room where the bay window was located and that the plaster had fallen off the wall as a result of the water ingress. The wall remained like that until December 2015 when a temporary repair was instructed by the Landlord which involved simply sheet board being placed over the exposed brick work. The Tenant confirmed that she had advised that Landlord and Edzell Property Management Limited immediately on her return from holiday about the water ingress. As at the date of the hearing, the Tenant confirmed that no actual repairs had been carried out by the Landlord to this wall.

The Tenant confirmed that she had instructed a builder to look at the wall and that the builder had shown her that the supporting beam was disintegrating in his hand. He advised that the beam had rot. The Tenant advised the Landlord of this. The Landlord did not carry out any investigation works in relation to this.

The Tenant confirmed that she had advised the Landlord of all of the existing works mentioned in her application but that they remained outstanding, with some of them being outstanding for nearly a year. She confirmed that the water ingress in her double bedroom had started around November 2015 and that she had advised the Landlord about this. The Tenant confirmed that the fracture soil stack pipe to the rear of the property had been leaking since the end of the summer of 2015. She advised the Landlord of this and no repair has been carried out to this.

Mr. Taylor then gave evidence. He advised that the role of Edzell Property Management Limited is to try and get everything fixed and up to the repairing standard. He confirmed that he agreed with everything that had been noted at the inspection that morning and that the Landlord was aware that the roof required to be repaired.

However, at the inspection which took place on an unusually dry, sunny and warm day after an even more unusual extended dry period of weather, the Tenant was clear that water ingress remained a problem in the property when it rained. The Landlord's representative could offer no contrary evidence on this point.

Mr. Taylor initially sought to question whether or not the Tenant had in fact advised the Landlord of all matters outstanding in advance of her present application. The Committee referred him to the application papers which he had before him and to the email correspondence between the Tenant and her parents to the Landlord together with the letter of intimation of the outstanding repairs which formed part of the Tenant's application. The Committee also pointed out to him that the Landlord had chosen not to make any written representation to the Committee.

Mr. Taylor confirmed that his company was instructed by the Landlord around three to four years ago. When questioned by the Committee, Mr. Taylor confirmed that the Landlord has a large portfolio of properties, owning about twenty properties, all of which the Landlord rents out. Mr. Taylor advised that his level of management over these properties varies from property to property as the Landlord likes to be "hands on".

Mr. Taylor confirmed that the Landlord is aware that there are roof repairs required to the property, in particular to the chimney area.

Mr. Taylor could offer no evidence contrary to that provided by the Tenant at the hearing. He confirmed that the Tenant's evidence was accurate and that no repairs, other than the temporary repair to the living room wall, had been carried out to the property in terms of the

Tenant's present application despite the Landlord being aware of these issues for nearly a year and despite the existence of these issues for nearly a year.

When questioned by the Committee as to why the Landlord had not carried out any of these repairs, Mr. Taylor could offer no explanation.

The Committee pointed out to Mr. Taylor that a number of the outstanding issues could potentially have serious health and safety concerns for the Tenant and her family, for example, the potential rot within the supporting beam of the window in the living room or the Tenant sleeping in a bedroom where serious dampness is a current issue. Mr. Taylor agreed but could offer no explanation as to why the Landlord had not provided his company with instructions to carry out the necessary repairs.

Mr. Taylor confirmed that the Landlord had moved house and he undertook to provide the Committee with the Landlord's new address.

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 water ingress emanating from the roof and that the structure and exterior of the house (including drains, gutters and external pipes) are not in a reasonable state of repair and in proper working order as a result of the potential rot within the supporting beam over the living room window and the fractured soil stack pipe located at the rear of the property.

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 Landlords 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 Section 13(1)(a) of that Act.

Observations

The Committee is concerned to note that the Landlord has been fully aware of a number of the outstanding repairs for almost a year and has chosen not to carry out these repairs, despite being a Landlord of a large number of properties and the Tenant being a longstanding tenant of the Landlord. Furthermore, at the inspection it was clear to the Committee that there are a number of other repairs which urgently require to be carried out to the property which, unfortunately, did not form part of the present application. The Committee would strongly urge the Landlord to carry out all of these other repairs to the property as a matter of urgency.

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

Signer
Patricia Anne Pryce

ate 13 June 2016













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