



## Repairing Standard Enforcement Order

### Ordered by the Private Rented Housing Committee

Ref: PRHP/RT/16/0167

Re: Property situated at and known as Flat 0/2, 299 Allison Street, Glasgow, G42 8HH, being the subjects registered in the Land Register of Scotland under Title Number GLA171863 ("the Property")

The Parties:-

Mr Ashwini Joshi, formerly residing at 2/1, 122 Berkeley Street, Glasgow, G3 7HU and now residing at 16/2 Hillside Crescent, Edinburgh, EH7 5EB ("the Landlord")

And

Glasgow City Council having a place of business at 79 Coplaw Street, Govanhill, Glasgow, G42 7JG (Third Party Applicant)

#### NOTICE TO

Mr Ashwini Joshi, residing at 16/2 Hillside Crescent, Edinburgh, EH7 5EB ("the Landlord")

Whereas in terms of their decision dated 6 July 2016, the Private Rented Housing Committee ("the 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 that the Landlord has failed to ensure that:-

- (a) 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 and in proper working order;
- (b) Any fixtures, fittings and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order;
- (c) The Property has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire; and
- (d) The Property has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health.

The Committee now requires the Landlords to carry out such work as is necessary for the purposes of ensuring that the Property 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 Committee requires the Landlord to:-

- (a) carry out such works as are necessary to repair or renew the cooker in the Property so that the cooker is in a reasonable state of repair and in proper working order;
- (b) commission a certified Electrical Installation Condition Report (EICR) and Portable Appliance Test (PAT) on the entire electrical installation of the property and all electrical appliances and equipment supplied by the landlord to be carried out by a suitably qualified and registered SELECT or NICEIC electrical contractor. Carry out works to rectify any identified issues in these reports and provide the PRHP with a report from a suitably qualified and registered SELECT or NICEIC electrical contractor confirming the works are completed;
- (c) carry out such works as are necessary to ensure that there is an acceptable provision for detecting fires and for giving warning in the event of fire or suspected fire, all as required in terms of the Scottish Government guidance for the satisfactory provision for the detection of and warning of fires and current building regulations;
- (d) carry out such works as are necessary to ensure that the Property has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health all as required in terms of the Scottish Government guidance for the provision of carbon monoxide detection in private rented housing; and
- (e) provide an up to date gas safety record in respect of the property by a Gas Safe registered plumbing and heating engineer, showing that the boiler, all associated pipework/radiators and any other gas appliances, have been checked, repaired as necessary and are in a safe and proper working order.

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

**A Landlord or a Tenant aggrieved by the decision of the 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 a 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 a RSEO has effect in relation to the house. This is in terms of Section 28(5) of the Act.**

In witness whereof these presents type written on this page only and the preceding two pages are executed by Andrew Cowan, chairperson of the Private Rented Housing Committee at Glasgow on 6 July 2016 before this witness:-

A Cowan

Signed .....  
Andrew Cowan, Chairperson

L McManus

..... Witness  
Laura McManus, Secretary, 7 West George Street, Glasgow, G2 1BA





## 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

Ref: PRHP/RT/16/0167

Re: Property situated at and known as Flat 0/2, 299 Allison Street, Glasgow, G42 8HH, being the subjects registered in the Land Register of Scotland under Title Number GLA171863 ("the Property")

The Parties:-

Mr Ashwini Joshi, formerly residing at 2/1, 122 Berkeley Street, Glasgow, G3 7HU and now residing at 16/2 Hillside Crescent, Edinburgh, EH7 5EB ("the Landlord")

and

Glasgow City Council having a place of business at 79 Coplaw Street, Govanhill, Glasgow, G42 7JG (Third Party Applicant")

#### Decision

The Private Rented Housing Committee ("the Committee"), having made such enquiries as it saw 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 account of the evidence led by the Third Party Applicant in writing and at the hearing, determined that the Landlord has failed to comply with the duty imposed by Section 14 (1)(b) of the Act.

The Committee consisted of:-

Mr Andrew Cowan – Chairperson  
Ms Carol Jones – Surveyor Member

#### Background

1. By an application received by the Private Rented Housing Panel ("the Panel") on 26 April 2016 the Third Party Applicant applied to the 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 Third Party Applicant are (in terms of Section 22(1)(b) of the Act) a party who may apply to the Panel for a determination as to whether the Landlord has failed to comply with the duty imposed by Section 14(1)(b) of the Act.
  
3. The Third Party Applicant has stated within their application details of why they consider the Landlord has failed to meet the repairing standard. They have provided details of the nature of the work which they consider requires to be completed by the Landlord to ensure that the Property meets the repairing standard. By email dated 5 February 2016, the Third Party Applicant had intimated to the Landlord a list of defects which they considered the Landlord required to repair in order to bring the Property up to the repairing standard. The Third Party Applicant had also written to the Landlord on 8 March 2016 enclosing a further list of issues which the Third Party Applicant considered the Landlord required to repair in order to bring the Property up to the repairing standard. A summary of the issues brought forward by the Third Party Applicant and, which have been intimated to the Landlord, either in terms of the email dated 5 February 2016 or, in terms of the letter dated 8 March 2016, are:-
  - (a) there was a broken window in the bedroom of the Property;
  
  - (b) certain electrical appliances which had been supplied by the Landlord were not in proper working order;
  
  - (c) the fire/smoke detector in the Property had been painted over;
  
  - (d) there was no provision within the property for the detection of carbon monoxide;
  
  - (e) there was a hole in the bathroom ceiling; and

- (f) there was no heating, hot water or cooking facilities within the properties.
4. Following receipt of the application, the Panel wrote to the current Tenant of the Property. The current Tenant of the Property is Ms Daniela-Sorina Muntean. The Tenant was advised of the application which had been raised by the Third Party Applicant. The Tenant was advised that she would be regarded as an interested party in the application and that she could be treated as a participating party, should she so wish. The Tenant did not respond to the letter of 26 April 2016 and continues to be regarded as an interested person in relation to the application.
  5. On 5 May 2016, the President of the Panel referred the application to the Committee for further consideration.
  6. On 11 May 2016, a Notice of Referral, Inspection and Hearing was served upon the Landlord, the Third Party Applicant and the Tenant (as an interested person). All parties were advised that the Committee intended to inspect the Property on 23 June 2016. The parties were further advised that a hearing would be held by the Committee in relation to the application on 23 June 2016, after the Committee had inspected the Property. In terms of the Notice of Referral issued to the parties, parties were required to make any written representations or a request to make oral representations to the office of the Panel by 1 June 2016.

#### **Identity of Landlord**

7. On 1 June 2016, the Panel received a handwritten note from Mr Ashwini Joshi, who the Third Party Applicant avers is the Landlord of the Property, stating that:-

"The flat was repossessed on September 15/2014, letters attached. The signatures on Lease are not mine and forged even both of them don't match to each other. My signatures on driving licence are attached. I have no knowledge of the flat being let out, if it is, it has been illegally let

out and someone has been collecting rent. Please check who is illegally renting it and collecting rent.”

Mr Joshi included with the handwritten note a copy of a form of notice dated 21 August 2014 showing a date of removal of 25 September 2014, and which was addressed to Mr Joshi and which had been issued by the Mortgage Business plc, Halifax. Mr Joshi also submitted a form of charge for removing issued by the Mortgage Business plc and addressed to the Landlord and dated 21 August 2014. Mr Joshi enclosed with his written note a copy of the Tenancy Agreement and a copy of his driving licence.

The Committee were accordingly required to consider whether Mr Joshi, upon whom the application had been intimated, was the Landlord in relation to the Property concerned. In considering this issue, the Committee had regard to the following available evidence:-

- (i) the handwritten note dated 1 June 2016 from Mr Joshi, together with the documents attached to that note.
- (ii) a copy of the title sheet from the Land Register of Scotland in relation to the Property. The title sheet is dated 3 May 2016 and in the proprietorship section identifies Mr Ashwini Joshi as the registered owner of the Property;
- (iii) the Tenancy Agreement which is currently in place in relation to the Property refers to Ashwini Joshi as the Landlord. The Tenancy Agreement is undated, but makes reference to a date of entry for the current Tenant of the Property as 1 March 2016.
- (iv) An email from Mr Joshi to the Third Party Applicant dated 5 February 2016 (in response to the Third Party’s intimation to Mr Joshi of a number of issues which required to be repaired at the Property), in which Mr Joshi states “I have given up that flat back to the bank as I could no longer afford to keep it long time ago”;



(v) an email dated 3 June 2016, from Glasgow City Council (Private Landlord Registration Unit), addressed to Glasgow City Council Housing Benefit team in which the Housing Benefit team were requested to confirm the name and address of the Landlord for the Property, and whether any Housing Benefit was in payment. An email dated 3 June 2016 in response from the Housing Benefit team who confirmed that "the owner/Landlord is Ashwini Joshi". At that time the Housing Benefit team indicated that they understood that the Property was untenanted and no Housing Benefit was in payment;

(vi) an email dated 3 June 2016 from Lynne Sweeting at the Private Landlord Registration Unit, Glasgow City Council to Mr Joshi to which the Landlord replied as follows:-

"I have not heard from the property since repossession date, I was under the impression it's been repossessed. I have not received any rent ever since obviously.

Received some letters and looks someone has forged my signatures on some lease and has let the property out".

Lynne Sweeting then emailed internally in Glasgow City Council confirming that the Landlord was advised to seek legal advice and to contact the Police.

(vii) extract from the Landlord Register dated 3 June 2016 confirming that Mr Joshi is currently the registered Landlord of the Property;

(viii) The evidence which was heard by the Committee at the hearing from Mr John Dundas, as a representative of the Third Party Applicant, that (following his email to the Landlord on 5 February 2016, that certain works were required to bring the Property up to the repairing standard), works had been carried out to repair certain of those items including

(i) a broken window at the Property, (ii) the boiler at the Property; and (iii) a hole in the ceiling in the bathroom of the Property. Mr Dundas confirmed to the Committee that this list of required repairs had not been sent to any other party other than the Landlord.

- (ix) email from Mr John Dundas, as a representative of the Third Party Applicant dated 31 May 2016 to the Panel in which Mr Dundas refers to the papers supplied by Mr Joshi with his handwritten note of 1 June 2016. In that email Mr Dundas advises that:-

"I have contacted Ascent Legal Scotland, 150 St Vincent Street – and spoke to the person dealing with ref; MORT03000223, namely Gary McAdam.

Confidentiality was quoted, but Mr McAdam stated that the property has not been repossessed and that Mr Joshi remains responsible for it."

The Committee fully considered all of the available evidence in relation to this issue and were satisfied, on a balance of probabilities that Mr Ashwini Joshi is both the registered owner of the Property and the Landlord of the Tenant who is currently in occupation of the Property. In reaching this decision, the Committee noted that Mr Joshi maintained that the Property had been repossessed and that the current tenancy had been entered into fraudulently. Mr Joshi had, however, not taken any action to bring any alleged criminal activity to the attention of the Police. Mr Joshi had not taken action to have himself removed as the registered Landlord of the Property and he was still registered owner of the Property in terms of the Land Register of Scotland. The Committee accepted the evidence of Mr Dundas that the heritable creditor of the Property had confirmed to him that the Property had not been taken into their possession.

The Committee accordingly determined, as a finding in fact, that Mr Joshi is the Landlord of the Property.

8. The Committee proceeded with the inspection and the hearing on 23 June 2016. The hearing and inspection were attended by Mr John Dundas, on behalf of the Third Party Applicant. The current Tenant of the Property, Ms Daniela-Sorina Muntean was also present during the inspection. The Committee had arranged for an interpreter to be present during the inspection. The interpreter was Ms Monica Petrusca from Global Language Services.

### **Description of Property**

The subject property comprises a ground floor flat situated in a 4 storey traditional blonde sandstone tenement and located in the Govanhill area of Glasgow. This location is south of the river Clyde and approximately 2.5 miles south of Glasgow city centre. This is a densely populated area with a diverse community and the surrounding properties are predominantly a mixture of similar flats and commercial premises. The accommodation comprises a hallway, 3 rooms used as living space and bedrooms, kitchen in a former recess and small internal bathroom. The flat has a gas central heating system and a mixture of timber single glazed sash and casement and replacement windows.

### **The Inspection**

9. Photographs were taken during the inspection by the Committee. Copies of the photographs taken by the Committee are attached as a schedule to this report.
10. At the inspection, the Committee noted the following points:-
  - (a) the window which had been broken in the back room of the Property had been repaired;
  - (b) the cooker was not in a reasonable state of repair. The oven door was not secured properly to the oven and the condition of the cooker in general was poor.

The Committee noted that there was exposed wiring leading from a socket in one of the rooms of the Property and from one of the light switches in the back room of the Property.

The Committee noted that the fuse box which was situated in the hall of the Property was aged. Certain sockets in the front living room and in the back room of the Property were in a poor condition or broken. There were gaps around certain switches within the kitchen of the Property. A multiple extension socket was being used in the front bedroom of the Property and a number of heaters and other electrical appliances were attached to that multiple extension socket.

- (c) there was one ceiling mounted, battery smoke detector in the hallway of the Property. That smoke detector did not appear to be functioning.
- (d) there was no carbon monoxide detector within the Property.
- (e) repairs had been carried out to the bathroom ceiling of the Property and there was no longer a hole in the bathroom ceiling; and
- (f) the Tenant advised that the boiler had been repaired and there was now hot water in the Property but that two of the radiators were not in working order.

There were a number of other repairing issues observed by the committee at the inspection some of which raise health and safety concerns for the tenant. These are shown in the attached photograph schedule but could not be considered under this application as they had not been properly notified to the landlord.

#### **The Hearing and Reasons for the Committee's decision**

11. The hearing was attended by Mr John Dundas, on behalf of the Third Party Applicant. The Tenant (being an interested person), did not attend the hearing. The Landlord did not attend the hearing.

12. At the hearing, the Committee took account of the evidence which was provided by the Third Party Applicant in writing and their own observation at the time of the inspection. Having regard to all available evidence:-

- (a) the Committee accepted that the broken window in the Property had been repaired and there was no continuing failure of the repairing standard in respect of this matter;
- (b) the Committee had observed from their own observations that the cooker within the Property was not in a reasonable state of repair or in proper working order. This was an appliance provided by the Landlord under the tenancy and the Committee determined that it was not in a reasonable state of repair or in proper working order all as required by Section 13(1)(d) of the Act;
- (c) The Committee were also concerned that the electrics within the Property did not appear to be safe. They had observed some broken and/or unsecured switches and sockets within the Property along with some exposed wiring. The Committee had noted the aged nature of the fuse box for the Property and, in the circumstances, were not satisfied that there was sufficiency of evidence to establish that the installations in the Property for the supply of electricity were in a reasonable state of repair and in proper working order. The Committee accordingly determined that the installations in the Property for the supply of electricity were not in a reasonable state of repair and in proper working order all as required by Section 13(1)(c) of the Act;
- (d) the Committee had noted that there was only one battery operated smoke detector in the Property which did not appear to the Committee to be operable at the time of their inspection. Having regard to current Scottish Government guidance, the Committee determined that the Property did not have satisfactory provision for detecting fires or for

giving warning in the event of fire or suspected fire as required by Section 13(1)(f) of the Act;

- (e) There is no carbon monoxide detector within the Property. Having regard to the current Scottish Government guidance, the Committee determined that the Property does not have satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health, all as required by Section 13(1)(g) of the Act;
- (f) the Committee noted that the hole in the bathroom ceiling had been repaired and there was no failure of the repairing standard in respect of that matter; and
- (g) the Committee had noted and both the tenant and the Third Party Applicant had agreed that a repair had been carried out to the boiler and the tenant could now obtain hot water however as advised by the tenant, two of the radiators are not in proper working order as required by Section 13(1)(c) of the Act.

#### **Decision**

- 13. The Committee accordingly determined that the Landlord had 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.
- 14. The decision of the Committee was unanimous.

#### **Right of Appeal**

- 15. A Landlord or Tenant aggrieved by the decision of the Committee may appeal to the Sheriff by summary application within 21 days of being notified of that decision.

**Effect of section 63**

16. 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.

A Cowan

Signed ...  
Andrew Cowan, Chairperson

Date 6 July 2016

L McManus

.....Witness

Laura McManus, Secretary, 7 West George Street, Glasgow, G2 1BA







Schedule of photographs taken during the inspection of Flat 0/2 299 Allison Street  
Glasgow G42 8HH  
by the Private Rented Housing Committee on the 23 June 2016.

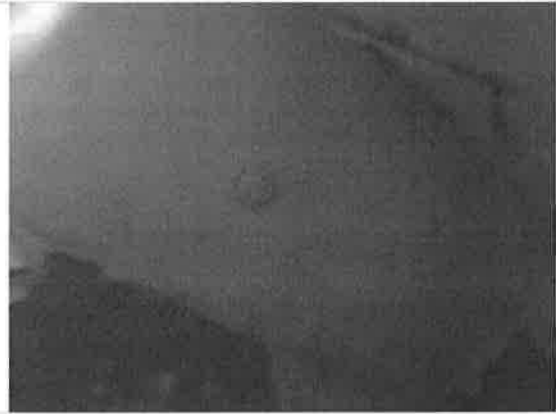
Reference Number : PRHP/RP/16/0167



External view - Front elevation of property



Rear window to back room



Ceiling mounted battery smoke alarm - Hall



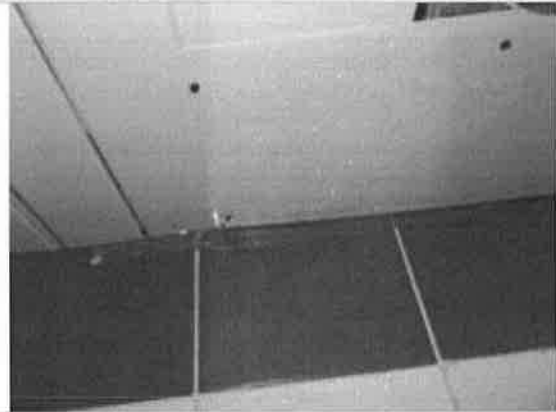
Back room - possible fitting for alarm



Bathroom Ceiling



Bathroom Ceiling and extractor fan



Bathroom Ceiling



Kitchen in recess - cooker/defective oven door



Boiler in back room



Socket in back room - exposed wiring



Light switch in back room - exposed wiring



Fuse box in Hall



Light fitting in front living room



Socket in front living room



Multiple extension socket in front bedroom



Switches in Kitchen



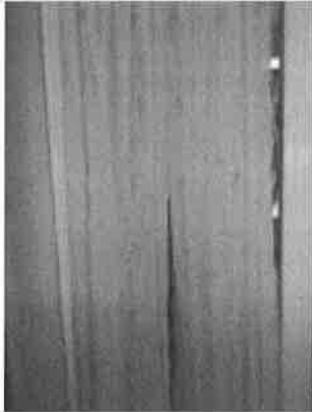
Extractor fan in Kitchen - missing cover



Exposed wiring in communal close



Exposed wiring in communal close



Hall - no door to back room



Living room



Hall - no door to living room



Bedroom



Hall - no door to kitchen



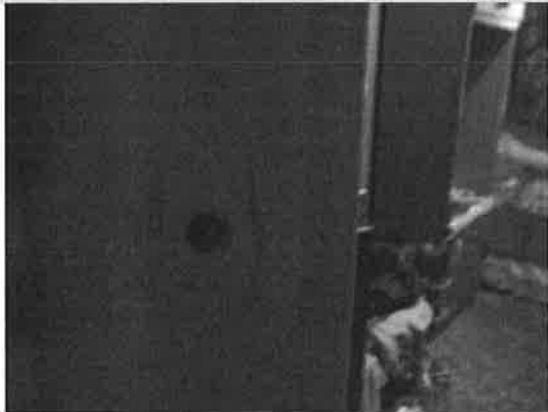
Hall floor



Hall/Bedroom floor



Living room floor



Door to bedroom - no handle



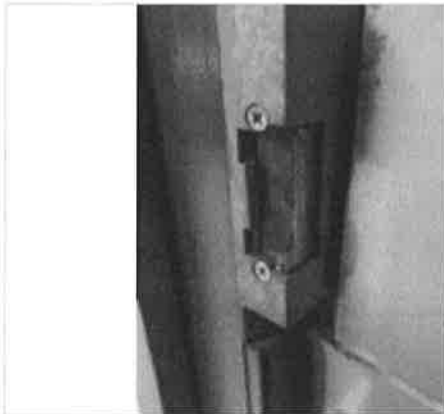
Door to bedroom - no handle



Kitchen floor



Door entry handset missing - Hall



Lock to close entrance door - damaged striking plate



Front entrance to close

