



## Repairing Standard Enforcement Order

### Ordered by the Private Rented Housing Committee

Re Property at Stewards House, Ardeer Golf Club, Stevenston, Ayrshire, KA20 4LB being part of the subjects registered in the General Register of Sasines for the County of Ayr of ('the Property')

The Parties:-

Martin John Danahy, Stewards House, Ardeer Golf Club, Stevenston, KA20 4LB ('The Tenant')

The Trustees of Ardeer Golf Club, Stevenston, Ayrshire, KA20 4LB ('The Landlords')

#### NOTICE TO

The Landlords, the said The Trustees of Ardeer Golf Club, Stevenston, Ayrshire, KA20 4LB

Whereas in terms of their decision dated 10<sup>th</sup> December 2012, the Private Rented Housing Committee determined that the Landlords have failed to comply with the duty imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 and in particular the Landlords have failed to ensure that the Property was wind and water tight and in all other respects reasonably fit for human habitation.

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

- (1) Repair the faulty handle of the window in the living room.
- (2) Carry out the necessary repairs to ensure that the windows in the kitchen are capable of opening and closing freely.
- (3) Undertake the necessary repairs to eliminate the water ingress in the area around the skylight.

The Private Rented Housing Committee order that these works must be carried out and completed By 18<sup>th</sup> JANUARY 2013.

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.

Signed..... **J Taylor** ..... Date December 2012

Chairperson  
..... **K Byrne** ..... witness: KEIRSTEN BYRNE, 65, High Street, Irvine



## 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

Re Property at Stewards House, Ardeer Golf Club, Stevenston, Ayrshire, KA20 4LB ('the Property')

The Parties:-

Martin John Danahy, Stewards House, Ardeer Golf Club, Stevenston, KA20 4LB ('The Tenant')

The Trustees of Ardeer Golf Club, Stevenston, Ayrshire, KA20 4LB ('The Landlords')

#### Decision

The Committee, having made such enquiries as it saw fit for the purposes of determining whether the Landlords have complied with the duty imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 ("the Act") in relation to the Property, determined that the Landlords have failed to comply with the duty imposed by Section 14 (1)(b) of the Act.

#### Background

1. By application dated 13<sup>th</sup> September 2012 the Tenant applied to the Private Rented Housing Panel for a determination of whether the Landlords have failed to comply with the duties imposed by Section 14 (1)(b) of the Act.
2. The application by the Tenant stated that he considered that the Landlords have failed to comply with their duty to ensure that the Property meets the repairing standard. He advised that the Property was not wind and watertight and in all other respects reasonably fit for human habitation; that the structure and exterior of the Property was not in a reasonable state of repair and proper working order; that 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 and proper working order; that the fixtures, fittings and appliances provided by the Landlords under the tenancy were not in a reasonable state of repair and in proper working order and the Property does not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.

In particular the application gave further details of the work that the Tenant considered required to be done, namely:-

- 2.1 Leaking roof
- 2.2 Ceiling breaking up
- 2.3 Windows faulty down stairs
- 2.4 Leaking from sky light on the stairs
- 2.5 Water system running dry several times a year
- 2.6 Faulty shower
- 2.7 No current fire certificate on property
- 2.8 No service record on central heating boiler
- 2.9 Back door insecure

3. The President of the Private Rented Housing Panel, having considered the application, referred the application under Section 22 (1) of the Act to a Private Rented Housing Committee.
4. The Private Rented Housing Committee served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon both the Landlords and the Tenant, dated 5<sup>th</sup> October 2012.
5. Following service of the Notice of referral the Landlords sent the following written representations:
  - 5.1 Recently we have installed hardwired smoke alarms.
  - 5.2 The windows have been freed off and are due to be painted in the near future.
  - 5.3 One of the points was a certificate for a gas boiler. We do not have gas in these premises. The boiler has been inspected and we are awaiting parts to be fitted.
  - 5.4 The electrical side of the premises are being upgraded i.e. we are going to fit a new distribution board with RCB's and when this is done we will get up to date certificates.
  - 5.5 The other issues are being dealt with when available.
6. The Committee attended at the Property on 29<sup>th</sup> November 2012. The Tenant and the golf club's representatives Bill Smith and Margaret Robb were present. The Committee inspected the alleged defects and found as follows:-
  - 6.1 Leaking roof.

The parties explained that the defective roof tiles had been repaired. Before the repair had been carried out there had been some water ingress to the Property, which had resulted in an area of dampness to the living room ceiling. The surveyor member of the Committee tested with a damp meter the section of the living room ceiling that had been damp and confirmed that the area was dry. He also internally inspected the roof by gaining access from the cupboard off the bedroom and confirmed that there was no evidence of dampness.
  - 6.2 Ceiling breaking up.

The parties confirmed that the plaster of the living room ceiling had been repaired. The Committee saw that the repair had been completed albeit that the ceiling had still to be painted.
  - 6.3 Windows faulty down stairs.

The Tenant demonstrated to the committee how the windows in the living room and kitchen opened and closed. One of the windows could not be opened and closed correctly as it had a defective handle. Also one of the windows in the kitchen could not be opened and closed easily.
  - 6.4 Leaking from sky light on the stairs.

The surveyor member of the Committee took meter readings of the sloping ceiling to the right hand side of the sky light above the stairs and confirmed that there was evidence of dampness. The Committee went outside and looked at the skylight and saw that there were a number of slipped slates to the left of the sky light which had probably caused the water ingress.
  - 6.5 Water system running dry several times a year.

The Tenant explained that the water supply to the property fed off the water supply to the golf club. He advised that on a couple of occasions over the previous year the water supply in the Property had dropped such that he only had a supply of water at the kitchen sink.
  - 6.6 Faulty shower.

The Tenant explained that the shower in the Property is a power shower and its effectiveness depends on the water pressure at the time. If appliances are being used when the shower is running the water pressure in the shower is inadequate. However he turned on the shower at the inspection and the water pressure in the shower was reasonable.

6.7 No current fire certificate on property.

The parties advised the Committee that hardwired interlinked smoke alarms had been installed in the upper and lower landings and demonstrated to the Committee that they were working.

6.8 No service record on central heating boiler.

The parties confirmed that the oil fired boiler had been recently serviced.

6.9 Back door insecure.

The back door of the property is a wooden door with glass inset panel. The Tenant opened and closed the door and the Committee saw that it was locked satisfactorily but was sticking on the metal threshold.

7. Following the inspection of the Property the Private Rented Housing Committee held a hearing at Ardeer Youth and Community Centre, Shore Road, Stevenston, KA20 3LA. The Tenant and the golf club's representatives Bill Smith and Margaret Robb were also present at the hearing.

In relation to the matters detailed in the application the parties advised as follows:

7.1 Leaking roof.

The Tenant advised that the roof had been patch repaired approximately three years before he moved in to the Property. As far as he was aware the roof felt had not been replaced. Margaret Robb advised that further repairs to the roof had been carried out in June 2012 when the tiles had been more securely attached by being screwed into position.

7.2 Ceiling breaking up.

The parties confirmed that this matter had been attended to albeit that the redecoration had still to be completed.

7.3 Windows faulty down stairs.

The parties confirmed that handle of one of the windows in the living room was faulty and one of the windows in the kitchen was sticking.

7.4 Leaking from sky light on the stairs.

The Tenant explained that skylight had been leaking since he moved into the Property. He acknowledged that the area of dampness may have been caused by a slipped roof tile. Bill Smith agreed that a few of the roof tiles had slipped and there was an area of dampness to the ceiling to the right hand side of the skylight. He acknowledged that there was no evidence of dampness in the ceiling of the bedroom.

7.5 Water system running dry several times a year.

The Tenant explained that last Christmas the water pressure in the Property dropped significantly and for approximately three days the only water in the Property was at the kitchen sink. There had been an additional time last year when the water pressure dropped but he could not remember when it had occurred.

Margaret Robb explained that repairs were being carried out to the golf club and they had to drain the water tanks in the club. Unfortunately this meant that the water pressure had dropped in the Property. The water tanks in the golf club had to be filled before the water pressure in the Property was restored. As far as she was aware the drop in water pressure in the Property hadn't happened again. She also explained that she had consulted the water board to ascertain if the level of water pressure to the Property and the Club was acceptable and was advised by the water board that as the water pressure exceeded one bar it was acceptable. The pressure would have to be less than one bar before the water board would take steps to increase the level of the water pressure.

7.6 Faulty shower.

The Tenant acknowledged that the shower was working well at the time of the inspection. He explained that when other appliances are being used the water pressure drops and the water pressure in the shower is then too low.

Margaret Robb explained that the golf club had enquired if it would be possible for an electric shower to be installed but were advised that the water pressure was too low for an electric shower to work.

7.7 No current fire certificate on property.

The parties acknowledged that hardwired interlinked smoke alarms had been installed in the upper and lower landings of the Property.

7.8 No service record on central heating boiler.

Margaret Robb showed the Committee the service certificate from Gibson and Gould dated 19<sup>th</sup> October 2012.

7.9 Back door insecure.

Bill Smith explained that in damp conditions the back door will swell as it is a wooden door. He suspects that it is the swelling which causes it to stick and not open and close smoothly. He acknowledged that at the inspection the door was sticking on the metal threshold but it was secure and could be locked properly.

**Summary of the issues**

8. As stated above, the parties confirmed at the inspection and the hearing that the leaking roof, the breaking up ceiling, the lack of service record for the central heating boiler and the lack of hardwired smoke alarms had been satisfactorily attended to.

Therefore the issues to be determined are:-

8.1 The Property is not wind and watertight and in all other respects reasonably fit for human habitation (Section 13(1)(a) of The Housing (Scotland) Act 2006).

Whether the condition of the windows in the living room and kitchen and the leak from the sky light result in the Property not being wind and water tight and in all other respects reasonably fit for human habitation.

8.2 The structure and exterior of the Property was not in a reasonable state of repair and proper working order (Section 13(1)(b) of The Housing (Scotland) Act 2006).

Whether the condition of back door results in the Property not being in a reasonable state of repair and in proper working order.

8.3 That 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 and proper working order (Section 13(1)(c) of The Housing (Scotland) Act 2006).

Whether the water supply is in a reasonable state of repair and proper working order.

8.4 That the fixtures, fittings and appliances provided by the Landlords under the tenancy were not in a reasonable state of repair and in proper working order (Section 13(1)(d) of The Housing (Scotland) Act 2006).

Whether the shower is in a reasonable state of repair and in proper working

**Findings of fact**

- 9 As a preliminary matter the Committee found, as confirmed by the parties, that:-
- 9.1 The leaking roof had been satisfactorily repaired as there was no evidence of dampness.
  - 9.2 The ceiling of the living room had been satisfactorily repaired.
  - 9.3 The central heating boiler had been serviced.
  - 9.4 The property had a satisfactory provision for detecting fires and giving warning in the event of fire.

Thereafter the committee found:-

9.5 The Property is not wind and watertight and in all other respects reasonably fit for human habitation (Section 13(1)(a) of The Housing (Scotland) Act 2006).

- (1) The handle to the window in the lounge was defective and the inability of the kitchen window to open and close properly prevents these windows from being wind and water tight and
- (2) The presence dampness to the ceiling to the right of the skylight DOES result in the Property not being wind and watertight and in all other respects reasonably fit for human habitation.

9.6 The structure and exterior of the Property was not in a reasonable state of repair and proper working order (Section 13(1)(b) of The Housing (Scotland) Act 2006).

The back door was capable of being opened, closed and locked although they acknowledged that it was sticking a little. The Committee did not consider this to be a significant defect. Consequently the Committee considered that the back door was in a reasonable state of repair and proper working order, especially as they are required to give consideration to the age, character and prospective life of the Property (section 13(3)(a) of the Act).

9.7 That 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 and proper working order (Section 13(1)(c) of The Housing (Scotland) Act 2006).

The Committee acknowledged that the water supply to the Property is a public supply and they accepted Margaret Robb's evidence that the water board had advised her that the water pressure level, whilst being low was acceptable. They acknowledged that there had been a drop in the water pressure to the Property last Christmas but considered that this was a one off occurrence which was due to repair works being carried on at the golf club. Consequently the Committee considered that the water supply system to the Property was in a reasonable state of repair and proper working order, especially as they are required to give consideration to the age, character and prospective life of the Property (section 13(3)(a) of the Act).

9.8 That the fixtures, fittings and appliances provided by the Landlords under the tenancy were not in a reasonable state of repair and in proper working order (Section 13(1)(d) of The Housing (Scotland) Act 2006).

The shower was working satisfactorily at the time of the inspection and consequently was in a reasonable state of repair and in proper working order.

### Decision

10. The Committee accordingly determined that the Landlords had failed to comply with the duties imposed by Sections 13 (1)(a) and 14 of the Act, as stated.

11. 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 the 18<sup>th</sup> January 2013 for the Landlords to carry out works necessary to bring the Property up to the repairing standard.

12. The decision of the Committee was unanimous.

**Right of Appeal**

13. 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**

14. 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.

**J Taylor**

Signed ..... Date 10<sup>th</sup> December 2012  
Chairperson