

Determination by The Private Rented Housing Committee

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

**Property at 22 Carnegie Place, Glenrothes KY6 2AX
Land Register Title Number: FFE49667 ("the Property")**

The Parties:-

Ms Sharon Coleman, formerly of 22 Carnegie Place, Glenrothes ("the Tenant")

Miss E Campbell, Westgates Farm Cottage, Westgates, Coaltown of Balgonie, Glenrothes ("the Landlord")

Background

1. By application dated 10 January 2010, 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 Housing (Scotland) Act 2006 ("the Act").
2. The application by the Tenant stated that she considered that the Landlord had failed to comply with the duty to ensure that the house was wind and water tight and in all other respects reasonably fit for human habitation, that 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, that 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 and any fixtures, fittings and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order.
3. The President of the Private Rented Housing Panel intimated a decision to refer 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 in terms of Schedule 2 paragraph 1 of the Act upon both the Landlord and the Tenant. Following service of the notice of referral, the Landlord and the Tenant made written representations and representations were made on behalf of the Tenant by Environmental Health.
5. The Tenant then vacated the property and moved to England. Given the number of issues raised by the Tenant and also the fact that Environmental Health had concerns about the property, the Committee proceeded to deal with the application.
6. The Private Rented Housing Committee inspected the property on 2 July 2010. The Landlord was not present. There were new Tenants in the property who gave the Committee access to the property.
7. The Committee noted from the inspection that the rear left hand facing hopper window handle was broken but was locked shut and the right hand hopper window had a handle and was working properly to allow ventilation. The Committee also noted that there was no sign of any floorboards missing in the lounge. There was no internal door between the porch and vestibule area of the property. The front door has been replaced with another door but this door is ill-fitting and there are gaps at the side and bottom of the door. The damaged facings to the bottom left hand side of the front door have been repaired. There was no sign of any exposed wire protruding from the harled front wall. In the hallway the fixed ceiling light still has exposed wires. In the kitchen area it was clear that there were units which were broken. The rear door has been replaced with an untreated door but it does not fit well and there is a

gap at the bottom. The door locks satisfactorily. A handrail has been fitted to the stairwell. In the bathroom the bath panel was broken with cracks in a number of places. There was one broken tile above the wash hand basin sink. The wash hand basin sink appeared to be attached to the wall but the waterproof seal was not fully intact. In the rear double bedroom there were signs of past damp problems and a stain on the ceiling but there was no sign of any ongoing damp in the room. It was clear from the outside inspection that vents had now been installed in the roof. The new Tenants stated that they had not seen a gas safety certificate.

8. Following the inspection, the Committee held a hearing at Rothes Hall, Glenrothes. Neither the Landlord or the Tenant were present. Mr Elliot, the technical officer with the Department of Environmental Services of Fife Council attended the hearing. He advised that the previous Tenant had contacted them last year and they had tried to assist in resolving problems with the Landlord. Mr Elliot stated that there had been a big issue in December with regard to damp in the back bedroom which was unusable at the time. He confirmed that there had been no vents in the roof in December. Mr Elliot went through the list of problems raised by the Tenant. He however advised that a gas certificate had been supplied by the Landlord which was valid until February 2010 and that on 10 February 2010 the previous Tenant had confirmed that a gas safety check had been completed.

Decision

9. It was clear from the inspection that a number of the issues raised by the previous Tenant have now been resolved by the Landlord. The damaged facings to the bottom left hand side of the front door have been repaired. The exposed wire protruding from the harled front wall has also been repaired. A handrail has been fitted to the stairwell. A gas safety certificate was provided to the previous Tenant. The wash hand basin appears now to be secured to the wall and any damp problems in the rear double bedroom now appear to have been resolved. The Committee noted that there had been a particularly dry spell recently but there was nothing on inspection to suggest that the damp problem was continuing. The Committee did not consider the lack of a door between the porch and the hall to be a repairing standard issue in this case, as the front door for the porch should provide weatherproofing.
10. The Committee also noted that the Landlord had replaced the front and rear doors. However, the front door it was ill-fitting and there was a large gap to the side and bottom of the door and the Committee accordingly did not consider that the front door was wind and water tight. The rear door was of inferior quality and did not fit well, with a gap at the bottom, and had no weather seal. The Committee did not consider that this was wind and water tight and accordingly considered that the front and back doors did not meet the requirements of paragraph 13.1(a) of the Repairing Standard. The Committee accordingly made an order requiring the Landlord to make the front and rear doors and frames wind and water tight. The doors will require to fit better with the frames and be draught proofed and weather sealed.
11. The Committee also considered that the ceiling light in the hallway was at present unsafe with exposed wires and that this was a breach of paragraph 13.1(d) of the Repairing Standard and the Committee accordingly made an order requiring the Landlord to make the light safe and put it into proper working order.
12. The Committee also noted that the units in the kitchen had not been repaired and considered that this was a breach of Section 13.1(d) of the Repairing Standard and accordingly made an order requiring the Landlord to repair/replace the defective doors/drawers in respect of the units in the kitchen. Some of the units in the kitchen at present are clearly not in a reasonable state of repair or in proper working order.
13. The Committee also considered that the bath panel required to be replaced to ensure that it was safe. The panel presently in situ has a number of cracks in it and is

incorrectly fitted. The Committee considered that this was a breach of Section 13.1(d) of the Repairing Standard.

14. The Committee noted that there was still a broken tile in the bathroom and that the waterproof seal between the wash hand basin and the wall was not fully intact and also that the rear left facing hopper window in the lounge has a broken handle. The Committee consider that these are matters that the Landlord should rectify but do not consider them to be serious enough in themselves to justify the making of a Repairing Standard Enforcement Order.
15. The Committee also noted that the carpet in the bathroom was ill-fitting, which could pose a danger, that the front gate was in a serious state of disrepair which could also be unsafe and that the down pipe at the front of the property was hanging loose. The Committee did not make an order in respect of any of these matters as they were not matters raised by the previous Tenant. The Committee would however suggest that these matters be rectified.
16. The Committee accordingly determined that the Landlord has failed to comply with the duty imposed by Section 14(1)(b) of the said Act and proceeded to make a Repairing Standard Enforcement Order in relation to a number of matters as required by Section 24(2).
17. The decision of the Committee is unanimous.
18. The Committee consider that it is reasonable that the work be carried out within a period of 6 weeks.

Right of Appeal

19. **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

20. 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 Lea

Signed: Date: 20 July 2010

A Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

Re : Property at 22 Carnegie Place, Glenrothes KY6 2AX, Land Register Title Number: FFE49667 ("the Property")

Parties: Ms Sharon Coleman formerly of 22 Carnegie Place, Glenrothes ("the Tenant")

Miss E Campbell, Westgates Farm Cottage, Westgates, Coaltown of Balgonie, Glenrothes ("the Landlord")

NOTICE TO: Miss E Campbell, Westgates Farm Cottage, Westgates, Coaltown of Balgonie, Glenrothes ("the Landlord")

Whereas in terms of their decision dated 20 July 2010, The Private Rented Housing Committee having 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 comply with a duty to ensure that the house is wind and water tight and in all other respects reasonably fit for human habitation, that any fixtures, fittings and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order and that 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.

The Private Rented Housing Committee now require 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 to:

- a. Make the front and rear doors and frames of the property wind and water tight.
- b. Make the fixed ceiling light in the hallway safe and put it into proper working order.
- c. Repair/replace the defective doors and/or drawers of the units in the kitchen.
- d. Replace the bath panel to ensure that it is safe and in a reasonable state of repair.

The Private Rented Housing Committee orders that the work be done within 6 weeks of the date of service of this notice.

If the Landlord or the Tenant is aggrieved by this decision of the Private Rented Housing Committee they may appeal to the Sheriff by summary application within 21 days of being notified of this decision.

Where such an appeal is made, the effect of the revocation is suspended until the appeal is abandoned or finally determined, and where the appeal is abandoned or finally determined by confirming the decision, the revocation will be treated as having effect from the day on which the appeal is abandoned or so determined.

In witness whereof these presents type written on this and the preceding page are executed by Judith V Lea, solicitor, Unit 3.5 The Granary Business Centre, Coal Road, Cupar, Fife, KY15 5YQ, chairperson of the Private Rented Housing Committee at Cupar on 20 July 2010 before this witness:-

R Graham

.... Witness

J Lea

... Chairman

Rachel Graham
Unit 3.5, Granary Business Centre
Coal Road
Cupar
Fife

Certified a true copy
J Lea