



**PRIVATE RENTED HOUSING COMMITTEE
STATEMENT OF REASONS**

PROPERTY:

3 Morshead Place, Leslie, Glenrothes, KY6 3AH

INSPECTION & HEARING

27th November, 2009

STATEMENT OF DECISION

INTRODUCTION

1. This is an application dated 18th June, 2009 ('the application') made under section 22(1) of the Housing (Scotland) Act 2006 ('the Act') by Mr. Alan Hamilton ('the tenant') regarding the property known as and forming 3 Morshead Place, Leslie, Glenrothes, Fife, KY6 3AH. The landlord of the property is St. Andrew's Property Holdings Ltd ('the landlord') who is represented by his agent, J & E Shepherd, Chartered Surveyors, 13 Albert Square, Dundee ('the agent').
2. In the application the tenant contends that the landlord has failed to comply with the duty imposed on him by section 14(1)(b) of the Act as the property fails to meet the repairing standard as set out in section 13(1) of the Act.
3. The Committee comprised

Chairman	Mr. Steven Walker
Surveyor	Mr Robert Buchan
Housing Member	Mr Andrew McKay

The Committee was assisted by the Clerk to Committee, Mr. Robert Shea.

THE DOCUMENTATION

4. The Committee considered all the documents referred to it by the parties. In particular, the application and the written representations from both the tenant and landlord.

THE INSPECTION

5. The inspection took place on 27th November, 2009. The tenant's neighbour allowed access to the Committee and to the landlord's agent who also attended the inspection.
6. Mr Robert Shea, Clerk to Committee, introduced the Committee to the tenant's neighbour and landlord's agent. The Committee proceeded to inspect the property.

DESCRIPTION OF THE PROPERTY

7. The property is a ground floor flat in a 2 storey block of 4 flats. The building appears to have been constructed during the 19th century and comprises of a hall, living room, two bedrooms, kitchen and bathroom. No smoke alarm was observed. A new power breaker was installed to the fuse box in the hall. Internally the property is in good decorative order. There is no central heating and only an electric fire in the living room. The property was cold with some condensation, but no damp was noted by Committee. The windows in each room are in a poor state of repair with missing paint, missing or cracked putty and missing or broken cords and are not functioning properly. On the outside of the property, the Committee noticed the poor external state of the windows which were missing paint and putty and the rhones of the property which appeared to be leaking and corroded.

THE HEARING

8. The hearing took place at Rothes Halls, Rothes Square, Glenrothes, KY7 5NX on 27th November, 2009. Only the landlord's agent attended the hearing. The tenant's complaint that the landlord had failed to meet the repairing standard is detailed in section 4 of the application where he states;-

"I contacted my landlord on the 17/9/07 regarding the installation of gas central heating and problems of dampness which results to mould and severe draughts throughout the house. The window frames are in decay...."

9. Further in section 5 of the application, the tenant gives details of what he considers requires to be done to the property;-

"Double glazing, installation of gas central heating, a fitted kitchen with cooking facilities, fitting of power breakers as the current fuse box is very old"

10. The tenant also stated in his notification letter to the landlord dated 30th July, 2009 (which was incorporated by reference into application) that;-

"Guttering in need of repair water running down wall, window frames rotten and causing draughts, inside bedroom wall wardrobe side is damp and causing clothes to be mouldy, kitchen wall electrical socket for cooker melted together, electrical fuse box too old and needs replacement."

11. The landlord's agent addressed the Committee and advised that it was the landlord's intention to install a mains smoke alarm but they had difficulty in obtaining access. The Committee were advised that a upvc front door would be installed to the property in early December. The agent also advised that it was the landlord's intention to install a new central heating system, repair/upgrade the windows and repair/upgrade the rhone pipe when economic conditions permitted. The Committee asked for a time frame for these works to be completed, however the agent was unable to commit to any timetable.

THE ACT

12. Section 14(1)(b) of the Act provides;-

"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."

13. Section 13 of the Act provides;

"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."

FINDINGS OF FACT & REASONS

14. The complaint before the Committee as per the tenant's application and our determinations in relation to this are as follows;-

(a) The Windows

The windows of the property are in a poor state of repair inside and out. The Committee noticed paint falling off the windows, missing putty, broken cords and windows which would not open or function properly. All of the sash and case windows do not work satisfactorily. Therefore, the Committee determines that the windows are not in a reasonable state of repair and in proper working order.

(b) Mould & Draughts

The Committee did not observe any mould, any damp or draughts. The Committee did observe that the property was cold and there was condensation in the property. Accordingly, the Committee makes no determination in this regard.

(c) Installation of Gas Central Heating

The tenant rented the property without central heating, which was his choice. The Committee has no power in terms of the legislation to order the landlord to install central heating. Accordingly, the Committee makes no determination in this regard.

(d) Fitted Kitchen with Cooking Facilities

The tenant rented the property with the kitchen and cooking facilities as provided, which was his choice. The Committee has no power in terms of the legislation to order the landlord to install a new fitted kitchen with cooking facilities. The tenant had complained of a defective electrical cooker switch in the kitchen but this has been replaced by the Landlords before the inspection. Accordingly, the Committee makes no determination in this regard.

(e) Power Breakers

The Committee noted that a new power breaker was recently installed to the fuse box in the hall. Accordingly, the Committee makes no determination in this regard.

SUMMARY OF DECISION

15. The Committee accordingly determines that the landlord has failed to comply with the duty imposed by section 14(1)(b) of the Act.
16. The Committee accordingly makes a Repairing Standard Enforcement Order as required by section 24(1).


RIGHT OF APPEAL

17. A landlord or tenant has the right to appeal this decision to the Sheriff by summary application within 21 days of being notified of that decision.

EFFECT OF APPEAL

18. In terms of section 63 of the Act, where such an appeal is made, the effect of the decision and of any order is suspended until the appeal is abandoned or finally determined by confirming the decision, the decision and any order will be treated as having effect from the day on which the appeal is abandoned or so determined.

S Walker

Signed 

Steven P Walker
Advocate & Barrister

Chairman
Private Rented Housing Committee

14th December, 2009



REPAIRING STANDARD ENFORCEMENT ORDER

BY THE

PRIVATE RENTED HOUSING COMMITTEE

PRHP Ref: PRHP/KY6/54/09

PROPERTY

3 Morshead Place, Leslie, Glenrothes, KY6 3AH

PARTIES

MR. ALAN HAMILTON, residing at 3 Morshead Place, Leslie, Glenrothes, KY6 3AH

Tenant

and

ST ANDREW'S PROPERTY HOLDINGS LTD, c/o J & E Shepherd, Chartered Surveyors, 13 Albert Square, Dundee, DD1 1 XA.

Landlord

REPAIRING STANDARD ENFORCEMENT ORDER ('RSEO') AGAINST ST ANDREW'S PROPERTY HOLDINGS LTD, c/o J & E Shepherd, Chartered Surveyors, 13 Albert Square, Dundee, DD1 1 XA landlord of the subjects known as and forming 3 Morshead Place, Leslie, Glenrothes, KY6 3AH TITLE NUMBER: FFE78254.

1. **WHEREAS** in terms of their decision dated 14th December, 2009, 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 the property fails to meet the repairing standard as set out in section 13(1) of the Act.
2. The Committee now requires the landlord to carry out such work as is required to ensure the property meets the repairing standard and that any damage caused as a consequence of carrying out of any works in terms of this Order are also made good before the expiry of the Completion Date.

THE ORDER

3. In particular, and without prejudice to the foregoing generality, the Committee **HEREBY ORDERS** the landlord to carry out the following repairs ('the Works');-
 - (a) The windows in the property in the livingroom, bedroom 1, bedroom 2, bathroom and kitchen which are in a poor state of repair and do not function properly require repair to ensure that the windows are in a reasonable state of repair and in proper working order.
 - (b) The Rhone pipes to the exterior of the property are leaking and corroded and require repair to ensure that the rhone pipes are in a reasonable state of repair and in proper working order.
4. The Committee **HEREBY FURTHER ORDERS** that the Works specified in this Order must be carried out and completed before the expiry of the Completion Date of **TWELVE WEEKS** from the date of service of this Order.

RIGHT OF APPEAL

5. A landlord or tenant has the right to appeal this decision to the Sheriff by summary application within 21 days of being notified of that decision.

EFFECT OF APPEAL

6. In terms of section 63 of the Act, where such an appeal is made, the effect of the decision and of any order is suspended until the appeal is abandoned or finally determined by confirming the decision, the decision and any order will be treated as having effect from the day on which the appeal is abandoned or so determined.

IN WITNESS WHEREOF these presents typewritten consisting of this and the preceding two pages are executed by me, Steven Peter Walker, Advocate and Barrister, Chairman of the Private Rented Housing Panel at London on the Fourteenth day of December Two Thousand and Nine in the presence of Hee Kiat Sii, Solicitor, c/o 2-5 Warwick Court, London, WC1R 5DJ.

S Walker

Chairman

H K Sii

Witness