



## Statement of decision of the Private Rented Housing Committee under Section 25 of the Housing (Scotland) Act 2006

prhp Ref: prhp/rp14/0054

**Re : Property at 16A Shaftesbury Place, Dundee Angus DD2 1JX being All and Whole the westmost house on the first floor at 16A Shaftesbury Place, Dundee, referred to in the Feu Disposition to Judith Alison Wallace recorded in the General Register of Sasines for the county of Angus on 21 July 1993 (“the Property”)**

### **The Parties:-**

**Miss Dawn Fieldsend, 16A Shaftesbury Place, Dundee, Angus DD2 1JX (“the former Tenant”)**

**Mr John Downes c/o Struan Baptie Property Management Ltd., 1A Victoria Road, Dundee DD1 1EL (“the Landlord”)**

### **Background**

1. On 4 July 2014, the Private Rented Housing Committee comprising of Judith Lea, Chairman and Legal Member; Geraldine Wooley, Surveyor Member; and David Hughes Hallett, Housing Member issued a decision requiring the Landlord to comply with the Repairing Standard Enforcement Order made by the Committee on 1 July 2014.
2. On 21 November 2014, the surveyor member of the Committee re-inspected the property. Struan Baptie, property manager and Landlord’s agent, was present.
3. The surveyor member noted that an inspection of the roof had been carried out and the cause of the water ingress had been identified. No works had yet been undertaken. The surveyor member was told that the top floor owner now acknowledges that the disrepair to their windows is the prime cause of water ingress to the property. The Landlord’s agent also informed the surveyor member that all the owners in the block were now prepared to agree to and pay for the works required and that the following works have been identified:-
  - Scaffolding to be erected to both elevations of the building and across the roof
  - Roof and gutters to be repaired or replaced where required (estimated cost £30000 +)
  - Repair/replacement of windows to top floor flat
  - The owner of 16A will at the same time ensure that the windows of the property are repaired or replaced to meet the requirements of the RSEO.
4. In the circumstances, given the extent and cost of the work required and the Landlord’s agent’s estimate that the work could not be completed until late February/March 2015, the Committee considered it reasonable to allow the Landlord until 31 March 2015 to comply with the terms of the Repairing Standard Enforcement Order and Varied the Order accordingly.

5. The Landlord sent an email on 11 May 2015 to advise that the problem with the water leakages into the property had been partially caused by the installation of PVC windows in the neighbour's property above. As a result the property had flooded twice. His insurers have confirmed that the windows were the cause of the damage. His agent's surveyor also confirmed this.
6. In relation to the roof repairs, the Landlord confirmed that all the other owners (apart from the upstairs neighbour) had agreed to pay for the roof repairs. Quotations had been obtained and the Council had agreed to mediate.
7. The Landlord confirmed the property had not been re-let and that due to the non-cooperation of the upstairs neighbour, no work had been done.
8. The Committee accordingly allowed a further three months for the work to be done.
9. On 27 August 2015 the Landlord sent in a letter advising that it had taken some time to get all the neighbours to cooperate but the roofer had now been appointed to carry out the repairs and deal with a number of problems caused by loose pipes and guttering. The Landlord advised that he was also to arrange to have the windows sealed and painted and that the work was due to start in the first week of September. The Landlord also confirmed in the letter that he did not intend to re-let the property and was going to put it up for sale.
10. In the circumstances on 1 September 2015 the Committee considered it reasonable to allow a variation to give the Landlord a further three months for the work to be completed provided that the Landlord provided a copy of the specification for the works and a receipted invoice prior to the next inspection.
11. In February 2016, the Private Rented Housing Committee enquired of the Landlord as to what progress had been made in respect of the matter. The Landlord replied on 10 February 2016 advising that there continued to be a small inundation caused by the rotting windows of the upstairs neighbours. The Landlord advised that the upstairs neighbour was the subject to litigation by the roofer that repaired the roof for the co-owners. The Landlord advised that he is required to await that outcome. The Landlord also advised that he is seeking the Council's help in enforcing the neighbour to mend the rotting windows. The Landlord was accordingly unable to give a final date for completion for the repair. The Landlord confirmed that there had not been a Tenant in the property since September 2014 and that he had no intention of leasing out the flat. He indicated that once the repairs were completed it was his intention to sell the property.
12. In the circumstances, the Committee considered that it was reasonable to further vary the Repairing Standard Enforcement Order to allow the Landlord a period of a further six months in order to have the repair completed. The Committee considered that in the circumstances the Landlord was doing his best and noted that he had no intention of re-letting the property. The Committee accordingly varied the Repairing Standard Enforcement Order to allow the Landlord until 15 August 2016 to undertake the outstanding repairs.

### **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 Lea**

Signed ..... Date 16 February 2016.  
Chairperson



## Notice of a decision to Vary

### A Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

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**NOTICE TO Mr John Downes c/o Struan Baptie Property Management Ltd., 1A Victoria Road, Dundee DD1 1EL (“the Landlord”)**

The Private Rented Housing Committee having determined on 15 February 2016 that the Repairing Standard Enforcement Order relative to the Property served on 4 July 2014 should be further varied, the said Repairing Standard Enforcement Order is hereby further varied with effect from the date of service of this Notice in the following respects:-

1. The period allowed for the completion of the work required by the order is extended until 15 August 2016. The Landlord must provide a copy of the specification for the works and a receipted invoice prior to the next inspection.

Subsection 25(3) of the Housing (Scotland) Act 2006 does apply in this case.

**A landlord or a tenant aggrieved by this 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 variation is suspended until the appeal is abandoned or finally determined, and where the appeal is abandoned or

finally determined by confirming the decision, the variation 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 23 February 2016 before this witness:-

**Rachel Graham**

..... Witness

**J Lea**

..... Chairman

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