



Notice of a decision to Vary
Repairing Standard Enforcement Order
Ordered by the Private Rented Housing Committee

Reference number:- PRHP/RP/16/0021

Re: Property at Flat 2, Burnside Place, Cairndow, Lochgilphead, PA24 8AQ, being part of the subjects registered in the Land Register of Scotland under Title Number: ARG20217 ("the Property")

The Parties:-

Mr James Madden, residing at Flat 2, Burnside Place, Cairndow, Lochgilphead, PA24 8AQ ("the Tenant")

Mr Harry Dalton, Carrgomm, having a place of business at 1A Brooklyn Place, George Street, Dunoon, Argyll, PA23 8DG ("the Tenant's Representative").

Mrs Christine MacLaren, residing at 8M Hazelden Park, Giffnock, Glasgow, G44 3HA ("the Landlord")

Messrs J B and G Forsyth, having a place of business at 79 West Regent Street, Glasgow, G2 2AS (the Landlord's agents")

NOTICE TO Mrs Christine MacLaren ("the Landlord")

The Private Rented Housing Committee ("the Committee") issued a Repairing Standard Enforcement Order ("RSEO") dated 3 May 2016 in respect of the Property.

The Committee, determined on 6 October 2016 that the **RSEO** relative to the Property dated 3 May 2016 should be varied.

The said **RSEO is hereby varied** with effect from the date of service of this Notice in the following respect:-

- (1) The period allowed for the completion of the work required by the order is extended for a further 4 weeks from the date of this notice.

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

A Landlord or a Tenant aggrieved by this 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 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 Andrew Stuart Cowan, Solicitor, 7 West George Street, Glasgow, G2 1BA, chairperson of the Private Rented Housing Committee at Glasgow on 11 October 2016 before this witness:-

Andrew Cowan

Signed
Andrew Cowan, Chairperson

.....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 25 of the Housing (Scotland) Act 2006

Reference number:- PRHP/RP/16/0021

Re: Property at Flat 2, Burnside Place, Cairndow, Lochgilphead, PA24 8AQ, being part of the subjects registered in the Land Register of Scotland under Title Number: ARG20217 ("the Property")

The Parties:-

Mr James Madden, residing at Flat 2, Burnside Place, Cairndow, Lochgilphead, PA24 8AQ ("the Tenant")

Mr Harry Dalton, Carrgomm, having a place of business at 1A Brooklyn Place, George Street, Dunnon, Argyll, PA23 8DG ("the Tenant's Representative").

Mrs Christine MacLaren, residing at 8M Hazelden Park, Giffnock, Glasgow, G44 3HA ("the Landlord")

Messrs J B and G Forsyth, having a place of business at 79 West Regent Street, Glasgow, G2 2AS (the Landlord's agents")

Decision

The Private Rented Housing Committee ("the Committee"), having made such enquiries as it saw fit for the purposes of determining whether the Repairing Standard Enforcement Order ("RSEO") relative to the Property should be varied in terms of Section 25(1)(a) of the Housing (Scotland) Act 2006 ("the Act") agreed that the RSEO should be varied.

The Committee consisted of:-

Andrew Cowan - Chairperson

Kingsley Bruce - Surveyor Member

Background

1. The Committee issued a RSEO in respect of the Property on 3 May 2016.

2. In terms of the RSEO granted by the Committee, the Landlord was required to:-

- (a) Carry out such works as are necessary to the front door of the property so that it is wind and watertight, in a reasonable state of repair and capable of being reasonably secured and locked;
- (b) Renew and/or repair the current cooker so that the appliance provided by the Landlord was in a reasonable state of repair and in proper working order;
- (c) Carry out such works as are necessary to repair the roof and ceiling at the bay window of the living room so that the property was wind and water tight;
- (d) Carry out such works as are necessary to repaint and/or re-plaster the walls of the shower room so that the shower room is reasonably fit for human habitation; and
- (e) Obtain an Electrical Installation Condition Report in respect of the property and to thereafter carry out such works as that report may recommend as necessary to ensure that the electrical supplies within the property meet current safety standards and recommendations and are in a reasonable state of repair and in proper working order.

3. The Surveyor Member of the Committee carried out a re-inspection of the Property on 27 June 2016. The Surveyor Member of the Committee completed a written report following his inspection at which time it was noted that the Landlord has carried out works to the Property, but that an Electrical Installation Condition Report has still to be exhibited in respect of the Property. A copy of the Surveyor Member's report was exhibited to both the Landlord and the Tenant.

4. Following intimation of the Surveyor Member's report to parties, the Landlord made available to the Committee a copy of a domestic Electrical Installation Certificate which found that the

electrical installations in the Property were in a satisfactory condition. The Electrical Installation Certificate was dated 24 June 2016.

5. By letter received by the Committee on 12 August 2016, the Tenant indicated that he did not accept the findings of the Surveyor Member's report. In particular, the Tenant complained that there was a two inch hole that ran along the bottom of the shower room wall and the shower room itself was damp with paint and plaster flaking and falling off the wall.

In addition, the Tenant complained that the carpet in his bedroom had been ruined during the works carried out by the Landlord and that the kitchen flooring had been ripped apart during the works carried out by the Landlord.

6. As the Tenant did not accept the terms of the Surveyor Member's report, the Committee intimated to parties their intention to carry out a further inspection of the Property and to thereafter hold a further hearing to determine whether the Landlord had fully complied with the terms of the RSEO.

Inspection

7. The Committee carried out a further inspection of the Property on 6 October 2016. The inspection of the Property was attended by the Tenant and the Landlord. The inspection was also attended by Mr William Hutchison and Mr Gordon Hutchison, representatives of the Landlord's agents. In addition, Mr John MacConnachie, Builder, also attended. Mr MacConnachie had been the representative of the contractor who had carried out recent works at the Property on the instructions of the Landlord.
8. At the start of the inspection, the Committee explained to parties that they had noted that the Landlord had carried out certain works to the Property. The Tenant's continuing complaints related to floor coverings and to the shower room within the Property. It was noted, and accepted

both parties, that all other items which had been referred to in the Committee's RSEO had been attended to.

9. In particular, the Committee were satisfied that the Landlord had complied with the RSEO in relation to paragraphs a, b, c, and e of the RSEO, dated 3 May 2016. The Committee were satisfied that the Property now met the repairing standard and that the works were complete in relation to these matters.
10. The Committee proceeded to inspect the shower room of the Property to determine whether or not the Landlord had complied with paragraph d of the RSEO. The Committee noted that the shower room now had a fan heater installed and an extractor fan had also been installed. Decoration had been carried out to the room. It was noted, however, that some of the plaster work around the window of the shower room was soft and broken in places and, in the same areas; there was evidence that the paint which had been applied to the walls is flaking. It was the Committee's observation that the works which had been carried out to the bathroom had not fully complied with the terms of the RSEO as the room was still not reasonably fit for human habitation.
11. At the inspection, the Landlord, on the advice of her Builder, offered to carry out further repairs to the rear wall of the bathroom. The Landlord indicated that they would now propose to install a vinyl type "wet wall" cladding to the external wall of the bathroom so that it was in a reasonable state of repair and so that the shower room was habitable.
12. The Tenant had complained that, following the work carried out by the Landlord, the kitchen flooring had been ripped. The Committee noted, and the Tenant accepted, that after the Tenant had made this further complaint, new flooring had been laid in the kitchen and there was no continuing failure in relation to the repairing standard relative to this matter.

13. The Committee noted that the Tenant had complained that, following the works carried out by the Landlord, the carpet in the bedroom had been ruined by the painter. The Committee noted, at the time of their inspection, that the Tenant had managed to clear up any stains made by the works carried out by the Landlord's workman and, accordingly, there was no continuing failure of the repairing standard in this respect.
14. Although the Committee had fixed a hearing to be held in an alternative location, parties were content to carry out a discussion as to further works to be carried out to the shower room whilst they were at the Property, and whilst they were able to discuss options in the actual locus of the required further repairs.
15. The Landlord has offered to carry out further work to the rear wall of the shower room to address the continuing issues of soft plaster work and flaking paint on the rear wall. In particular, the Landlord has offered to install a vinyl type "wet wall" cladding or wall covering and, if possible, to provide some form of fixing to allow the Tenant to hang a curtain or a blind at the bathroom window.
16. The Committee were satisfied that the Landlord continues to be committed to having all necessary works carried out to ensure that the Property meets the repairing standard. Recent works which the Landlord had completed in relation to the shower room of the Property have not been wholly successful as there continued to be areas of soft plaster work and flaking paint in the bathroom. The Committee concluded that it was reasonable in all the circumstances that the Landlord should be allowed a further period of time to carry out further remedial works in the shower room of the Property to ensure that it met the repairing standard. The Committee concluded that the original RSEO should therefore be varied so as to allow a further 4 weeks for the Landlord to complete the work. That period of 4 weeks would run from the date of notification of the Committee's decision to extend the RSEO.

17. The Committee further noted that all other aspects of the RSEO which they had previously issued were now completed and the Landlord was not required to carry out any further work in relation to these issues.

Decision

18. The Committee accordingly determined that the RSEO dated 3 May 2016 should be varied by extending the time for completion of the work by a further 4 weeks from the date of intimation of a Notice of Decision to Vary the RSEO.

19. The decision of the Committee was unanimous.

Right of Appeal

20. 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

21. 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.

Andrew Cowan

Signed ...
Andrew Cowan, Chairperson

Date 11/10/16

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