

**Determination by the Private Rented Housing Committee**

**Statement of Decision of the Private Rented Housing Committee  
Section 24(1) of the Housing (Scotland) Act 2006**

**PRHP Ref: prhp/EH15/54/10**

**Re:  
35 Southfield Farm Grove,  
Duddingston,  
Edinburgh  
EH15 1SR**

**("the Property")**

**The Parties:**

**Kathryn Mitchell and Annie Ferguson  
35 Southfield Farm Grove  
Duddingston  
Edinburgh  
EH15 1SR**

**("the Tenants")**

**and**

**Elizabeth Raymonde Manshoury and Mehdi Manshoury  
9 Duddingston Crescent  
Edinburgh  
EH15 3AS**

**("the Landlords")**

**Decision**

**The Committee, having made such enquiry as it saw fit for the purposes of determining whether the Landlords had complied with the duty imposed by Section 14(1)(b) in relation to the Property, and taking account of the evidence led by both the Landlords and the Tenants determined that the Landlords have failed to comply with the duty imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 ("the Act").**

## **Background**

1. On 10 March 2010 the Tenants applied to the Private Rented Housing Panel ("the PRHP") for a determination as to whether the Landlords had failed to comply with the duties imposed by Section 14(1)(b) of the Act.
2. In their application the Tenants stated that the Landlords had failed to comply with the duty to ensure that the house met the repairing standard (as defined in the Act). The Tenants submitted that:
  - (a) the shower in the bathroom had not been fitted to the wall and was not in proper working order;
  - (b) the bath taps were loose and not in proper working order;
  - (c) the wash hand basin in the bathroom blocked continuously and was not in proper working order;
  - (d) the steps at the rear of the Property were crumbled and broken;
  - (e) the kitchen sink sealant was not in a reasonable state of repair and required replacement;
  - (f) the ceiling lights in the upper hallway "flickered" and were not in proper working order and the light switch required to be replaced;
  - (g) the ignition switch on the hob was faulty;
  - (h) the front and back gutters were broken and not in a reasonable state of repair;
  - (i) the wooden boarding at the front of the Property was crumbling;
  - (j) the front door leaked.
3. On 13 April 2010 the PRHP served a Notice of Referral on the Landlords and the Tenants. Following the service of the Notice of Referral the Tenants submitted further representations.

## **The Inspection and the Hearing**

4. The Committee inspected the Property on the morning of 4 August 2010. Miss Mitchell and Mr Manshoury were present during the inspection. Following the inspection, a Hearing was held in Leith Community Education Centre. Miss Mitchell and both Landlords attended the Hearing. Neither party was represented. Whilst Miss Ferguson did not attend the Hearing, she listened to the proceedings by phone and addressed the Committee on a number of matters. The Committee took full account of the evidence at the Hearing.

5. At the Hearing the Committee drew the attention of the parties to the issues which had been raised by the Tenants in their application.

**Bath tap**

Mr Manshouri told the Committee that he had previously made efforts to remedy this problem but accepted that in spite of his efforts, the hot water bath tap was still loose.

**Blockage (bathroom sink)**

Mr Manshouri advised that he had unblocked the sink on a previous occasion and suggested that the blockage appeared to be caused by human hair. Miss Mitchell advised the Committee that the blockages had occurred on two or three occasions each year throughout the duration of the tenancy.

**Shower in bathroom**

Mr Manshouri advised the Committee that some 6 or 7 months ago he had removed the shower from the bathroom to repair it. He had then refitted the shower but, on his last visit to the Property, had noticed that electrical insulation tape had been affixed to the shower casing. He accepted that the shower would have to be repaired. Miss Mitchell accepted that Mr Manshouri had removed and refitted the shower but suggested that it had not been refitted properly. She considered that it had been necessary to apply the insulation tape to the shower casing. She reminded the Committee that the shower had not been working during the inspection.

**Steps at back door**

Mr Manshouri advised the Committee that he was not sure as to what had caused the damage. Miss Mitchell suggested that the adverse weather may have contributed to the problem.

**Lights/switch in upper hall**

Mr Manshouri told the Committee that he had replaced the switch but when doing so, had not realised that it was a "two way" switch. He accepted that the switch was not working and undertook to fix it. In regard to the lights flickering, he suggested that this could be as a consequence of faulty bulbs. Miss Mitchell told the Committee that she had attempted to use different light bulbs but the lights were still not working properly.

**Kitchen sink sealant**

Miss Mitchell advised the Committee that she had made efforts to replace the sealant around the kitchen sink and this appeared to have been successful.

**Cracks in the ceiling (upstairs)**

Mr Manshouri suggested that the cracks may have been caused because heavy items were being stored in the loft area. Miss Mitchell accepted that this was not an issue which had any significant adverse affect on her.

**Ignition switch (cooker)**

Mr Manshouri advised that the matter was not a safety issue – he had a contract with Scottish Gas who conducted annual inspections of the Property. He suggested that the problem may have been caused by pots on the hob overflowing. Miss Mitchell produced a document entitled "Landlord's Gas Safety Record".

**External Gutters**

Mr Manshouri submitted that the problems may have been caused by moss growing in the gutters. Miss Mitchell accepted that the main difficulty was that the overflowing water splashed on the areas outside the dining area and lounge area (but not over the backdoor, front door or patio doors).

**Wooden boarding**

Mr Manshouri submitted to the Committee that the wooden boarding (at the front of the house) did not cause the Tenants any particular problems.

**Patio door**

Mr Manshouri suggested to the Committee that the water may have been caused by the patio door being left open. Miss Mitchell denied that this was so and stressed to the Committee that water was leaking in the patio doors.

**Front door**

Miss Mitchell reminded the Committee that there was evidence of water ingress in the area around the letter box (to the side of the front door) but she was unable to say where the water was coming from. Mr Manshouri suggested that the "seals" were intact and he too was unable to offer any other explanation.

**6. Findings of Fact**

Having inspected the Property and taken full account of the documentary and oral evidence, the Committee found the following facts were established:

- (a) The hot tap in the bath is loose, is not in a reasonable state of repair and not in proper working order.
- (b) The blockages in the wash hand basin in the bathroom occur infrequently and are not as a result of any defects in the water outlet.

- (c) The shower in the bathroom can only be operated when the "on" switch is held in continuously. The plastic covering is damaged. The shower is not in a reasonable state of repair or in proper working order.
- (d) Two steps of the steps leading from the kitchen door to the garden area (at the rear of the property) are missing and require to be replaced.
- (e) The light switch in the upper hall is not working properly and requires to be repaired/replaced.
- (f) The ceiling lights in the upper hall are flickering and are not in proper working order.
- (g) The Tenants have partially replaced the kitchen sink sealant but the sealant is incomplete.
- (h) There are cracks in the ceiling of the upper hall and a bedroom. However these cracks are of a minor nature and likely to have been caused by settlement.
- (i) The ignition switch in the cooker functions on occasions but on other occasions appears not to. This could be caused by a variety of factors including the spillage of liquids onto the hob. The Committee had no evidence to show that the kitchen hob had been inspected annually by a suitably qualified engineer.
- (j) Vegetation is growing in the gutters which on occasions overflow.
- (k) Although the wooden boarding to the front of the Property will, in the near future, require to be repaired or replaced, their condition is not such that they result in any water/wind ingress to the Property.
- (l) In spite of the Landlords having made some efforts to prevent water ingress around the patio door area, rain water is still penetrating the Property.
- (m) Rainwater is penetrating the area around the letterbox at the side of the front door.

#### **Right of appeal**

- 7. A Landlord or Tenant aggrieved by the decision of the Private Rented Housing Committee may apply to the Sheriff by summary application within 21 days of being notified of that decision.**

**Effect of Section 63**

8. 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 ..... **R Handley** ..... Date ..... 27 AUGUST 2010 .....  
Chairperson

## **Repairing Standard Enforcement Order**

**Ordered by the Private Rented Housing Committee**

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**The Parties:**

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**Elizabeth Raymonde Manshouri and Mehdi Manshouri  
9 Duddingston Crescent  
Edinburgh  
EH15 3AS**

**("the Landlords")**

### **NOTICE TO THE LANDLORDS**

Whereas in terms of their decision dated 27 August 2010, the Private Rented Housing Committee determined that the Landlords had failed to comply with the duty imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 and that the Landlords had failed to ensure that:-

- (a) The Property is wind and water tight and in all other respects reasonably fit for human habitation.

- (b) The structure and exterior of the Property (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order.
- (c) Any fixtures, fittings and appliances provided by the Landlords under the tenancy are in a reasonable state of repair and in proper working order.

The Private Rented Housing Committee now requires the Landlords to carry out such works as are 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:-

- (a) carry out such works as are necessary to ensure that the hot tap in the bath is in proper working order;
- (b) repair or replace the shower and the shower casing to ensure that the shower is in proper working order;
- (d) replace and affix the two missing steps leading from the kitchen door to the garden area (at the rear of the property);
- (e) carry out such works as are necessary to ensure that the light switch in the upper hall is in proper working order;
- (f) carry out such works as are necessary to ensure that the ceiling lights in the upper hall are in a reasonable state of repair and working properly;
- (g) carry out such works as are necessary to ensure that the kitchen sink sealant is complete and in proper working order;
- (h) provide the Committee with a Landlord's Gas Safety Record from a suitable qualified engineer to confirm that the hob (including the ignition switch) has been inspected and is in a reasonable state of repair and in proper working order;
- (j) clear and, if necessary, repair the gutters to the rear and front of the Property to ensure that they are in proper working order;
- (l) carry out such works as are necessary to prevent water ingress around the patio door area and the area around the letterbox at the side of the front door.

The Private Rented Housing Committee order that the works specified in this Order must be carried out and completed within the period of two months from the date of service of this Notice.

**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.

This and the preceding pages subscribed by me Ron Handley, Solicitor, Chairperson of the Private Rented Housing Committee at Dunbar on the twenty seventh day of August 2010 before this witness:-

**J Handley**

Witness

**R Handley**

Chairperson

JANE HANDLEY

Name in full

23 LESLIE WAY

Address of witness

DUNBAR

COLLEGE MANAGER

Occupation