



Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

Case Reference Number: PRHP/RP/15/0250

Re: 2 Ardnahoe Place, Toryglen, Glasgow G42 0DQ ("the property")

Land Register Title No: GLA199825

The Parties:-

Mrs Shafqat Gafoor, residing at the property ("the tenant")

Mr Shakeel Haider Shahid, Flat 0/2, 61 Westmoreland Street, Glasgow G42 8LJ ("the landlord")

The committee: – Sarah O'Neill (Chairperson); George Campbell (Surveyor Member)

NOTICE TO: Mr Shakeel Haider Shahid (the landlord)

Whereas in terms of its decision dated 20 January 2016, the Private Rented Housing Committee determined that the landlord had failed to comply with the duty imposed on him by Section 14 (1) (b) of the Act, and in particular that the landlord have failed to ensure that the house meets the repairing standard in that:

- the property is not wind and watertight and in all other respects reasonably fit for human habitation.
- the installations in the property for the supply of water, gas and electricity and for sanitation, space heating and heating water are not in a reasonable state of repair and in proper working order
- some of the fixtures, fittings and appliances provided by the landlord under the tenancy are not in a reasonable state of repair and in proper working order.

Certified a true copy	
S O'Neill	Legal Member
Private Rented Housing Panel	
Date:	20/1/16

The Private Rented Housing Committee now requires the landlord to carry out such work as is necessary for the purpose 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 before the date specified in this order.

In particular the Private Rented Housing Committee requires the landlord to:

1. Repair or replace the roof, walls and windows of the property as necessary to ensure that they are wind and watertight and in all other respects reasonably fit for human habitation.
2. Repair or replace the plumbing in the bathroom as necessary to ensure that no further leakages occur into the kitchen below.
3. Engage a suitably qualified and registered SELECT or NICEIC electrical contractor to carry out an Electrical Installation Condition Report (EICR) on the entire electrical installation of the property.
4. Carry out works as recommended by that EICR to ensure that the electrical installation is safe, functional and in proper working order, and provide a Domestic Electrical Installation Certificate for any works carried out.
5. On completion of all the above works, ensure that all affected finishes and decoration are restored to an acceptable standard, particularly including the ceiling and flooring in the kitchen.

The Private Rented Housing Committee orders that the works specified in this order must be carried out and completed within the period of **twelve weeks** from the date of service of this notice.

Rights of Appeal

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.

Where such an appeal is made, the effect of the decision and of any order made in consequence of it is suspended until the appeal is abandoned or finally determined. Where the appeal is abandoned or finally determined by confirming the decision, the decision and the order made in consequence of it are to be treated as having effect from the day on which the appeal is abandoned or so determined.

Please note that in terms of section 28(1) of the Act, a landlord who, without reasonable excuse, fails to comply with a RSEO commits an offence liable on

summary conviction to a fine not exceeding level 3 on the standard scale. A landlord (and that includes any landlord's successor in title) also commits an offence if he or she enters into a tenancy or occupancy arrangement in relation to a house at any time during which a RSEO has effect in relation to the house. This is in terms of Section 28(5) of the Act.

IN WITNESS WHEREOF these presents typewritten on this and the preceding page are signed by Sarah Frances O'Neill, solicitor, Chairperson of the Private Rented Housing Committee, at Glasgow on the twentieth day of January, Two Thousand and Sixteen before this witness -

G Cusick witness **S O'Neill** chairperson

GARY CUSICK name in full

PRHP Address

450 ARGYLL STREET

GLASGOW.

CASEWORKER. Occupation



Determination by Private Rented Housing Committee

Statement of Decision of the Private Rented Housing Committee

(Hereinafter referred to as “the committee”)

Under Section 24(1) of the Housing (Scotland) Act 2006 (“the Act”)

Case Reference Number: PRHP/RP/15/0250

Re: 2 Ardnahoe Place, Toryglen, Glasgow G42 0DQ (“the property”)

Land Register Title No: GLA199825

The Parties:-

Mrs Shafqat Gafoor, residing at the property (“the tenant”)

**Mr Shakeel Haider Shahid, Flat 0/2, 61 Westmoreland Street, Glasgow G42 8LJ
 (“the landlord”)**

**The committee: – Sarah O’Neill (Chairperson); George Campbell (Surveyor
 Member)**

Decision

The committee, having made such enquiries as it saw fit for the purposes of determining whether the landlord has complied with the duty imposed by Section 14 (1) (b) of the Housing (Scotland) Act 2006 (“the Act”) in relation to the property, and taking account of all the available evidence, determines that the landlord has failed to comply with the duty imposed on him by Section 14 (1) (b) of the Act. The committee therefore issues a Repairing Standard Enforcement Order. The committee’s decision is unanimous.

Background

1. By application dated 7 September 2015, the tenant applied to the Private Rented Housing Panel ("the panel") for a determination that the landlord had failed to comply with his duties under Section 14(1) of the Act.
2. In her application, the tenant stated that she believed the landlord had failed to comply with his duty to ensure that the property met the repairing standard as set out in sections 13(1) (a) (c) and (d) of the Act. Her application stated that the landlord had failed to ensure that:
 - the house is wind and watertight and in all other respects reasonably fit for human habitation
 - 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
 - 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 tenant made the following complaints in her application form and notification letter to the landlord:
 1. Water comes into the roof of the house causing dampness in all of the upstairs rooms.
 2. Water also seeps into all the windows causing condensation.
 3. Windows are always letting the wind in even when closed.
 4. The upstairs bathroom is always leaking water into the kitchen.
 5. The electrical system in the house is short circuiting and has caused £200 of damage.
4. The tenant stated in her application that the following work required to be carried out at the property:
 - Something needs to be done about the dampness and the water coming in the windows
 - Bathroom piping needs to be checked and replaced.
 - Electrical wiring throughout the house needs to be checked and replaced.
5. On 9 November 2015, the President of the panel issued a minute of decision stating that she considered that in terms of section 23 (3) of the Act there was no longer a reasonable prospect of the dispute being resolved between the

parties at a later date; that she had considered the application paperwork submitted by the tenant, comprising documents received in the period of 8 September 2015 to 7 October 2015; and intimating her decision to refer the application to a panel committee for determination.

6. The President of the panel wrote to the parties on 13 November 2015, notifying them under and in terms of the 2006 Act of her decision to refer the application under Section 22(1) of the Act to a private rented housing committee and that an inspection and a hearing would take place on 11 January 2016. Written representations were requested by 4 December 2015. No written representations were received from either party by the deadline.
7. On 10 December, the committee issued a direction to the landlord, requiring him to provide an up to date Electrical Installation Condition Report (EICR) in respect of the property by a suitably qualified and registered SELECT or NICEIC contractor, showing that all electrical installations, fixtures and fittings and all appliances have been checked and are working safely, by 31 December 2015.
8. A response was received from the landlord by fax on 21 December. In this letter, he stated that the tenant had stopped paying the rent, and that the property could be repossessed by the bank, as he was therefore unable to pay the mortgage. The panel administration replied to the landlord on 23 December, advising that the committee could only consider whether the landlord had complied with his repairing standard obligations, and that it could not deal with the non-payment of rent, and reminding him of his obligation to comply with the direction.
10. No further response to the direction was received from the landlord prior to the date of the inspection and hearing. He did not produce an up to date EICR as required by the direction. As stated in the direction, refusal or failure to provide the committee with any document or information required by the committee, without reasonable excuse, is an offence and liable on summary conviction to a fine not exceeding level 3 of the standard scale in terms of Schedule 2 Paragraph 3(3) (c) of the Housing (Scotland) Act 2006.

The inspection

11. The committee inspected the property on the morning of 11 January 2016. The weather conditions at the time of the committee's inspection were dry and overcast. The tenant was present at the property during the inspection. Also present were Mr Abdul Razzaq and Mr Mohammed Razzaq, who also appeared to be resident at the property. The landlord was not present at the

inspection. Photographs were taken during the inspection and are attached as a schedule to this decision.

The property

12. The property is a two-storey semi-detached house, estimated to be in the region of 60-70 years old. The property comprises: hallway, living room, kitchen, utility room, dining room/bedroom and toilet downstairs; and three bedrooms and a bathroom upstairs.

The hearing

13. Following the inspection, the committee held a hearing at Wellington House, 134-136 Wellington Street, Glasgow G2 2XL. Neither the tenant nor the landlord were present or represented at the hearing. It was clear from the case file that both parties had been given adequate and timeous notification of the time, date and place of the hearing. The chairperson reminded the tenant of these details during the inspection. The committee therefore made its decision on the basis of its inspection and all the written evidence before it.

The evidence

14. The evidence before the committee consisted of:
 - The application form completed by the tenant.
 - Registers Direct copy of Land Register title GLA199825
 - Tenancy agreement between the parties in respect of the property dated 27 October 2014.
 - Letter of notification dated 30 September 2015 from the tenant to the landlord, notifying him of the condensation on the windows, and the draughts coming through the windows, together with certificate of posting dated 15 September 2015
 - Letter of notification dated 13 October 2015 from the tenant to the landlord, notifying him of the damp on the walls of the upstairs rooms; the leaks from the upstairs bathroom into the kitchen; and the need for the wiring throughout the house to be redone, together with certificate of posting, dated 5 October 2015. The committee notes that the dates on the certificates of posting in respect of both this letter and the letter of notification dated 13 October pre-date the date of the respective letters. The committee has made the assumption that the letters were post-dated, whether deliberately or not.
 - Letter to the panel from the landlord sent by fax on 21 December 2015.
 - The committee's inspection of the property.

Summary of the issues

15. The issue to be determined was whether the property meets the repairing standard as set out in Section 13 of the Act, and whether the landlord had complied with the duty imposed on him by section 14 (1) (b).

Findings of fact

16. The committee made the following findings in fact:

- The tenant entered into a tenancy agreement with the landlord on 27 October 2014 to rent the property for one year from 1 November 2014.
- The committee in its inspection carefully checked the items which were the subject of the complaint. The committee observed the following:
 - i. There was evidence of excessive condensation throughout the house, with condensation on all windows, and puddles on many of the window sills.
 - ii. There was no clear evidence of draughts coming in the windows, although there was no wind at the time of the inspection.
 - iii. The windows were double glazed, but were of some age with a 12mm air gap and no trickle vents.
 - iv. There was mould and evidence of dampness on the ceilings and walls throughout the upper floor of the property. Dampness readings taken by the committee showed that there were very high levels of damp, particularly in the rear upstairs bedroom.
 - v. The ceiling and laminate floor in the kitchen showed signs of extensive damage, indicating water damage from the bathroom above. There was also a pool of water on the kitchen floor at the time of the inspection.

Reasons for decision

17. Following its inspection and the hearing, the committee determined that:

- the property is not wind and watertight and in all other respects reasonably fit for human habitation.
- the installations in the property for the supply of water, gas and electricity and for sanitation, space heating and heating water are not in a reasonable state of repair and in proper working order
- some of the fixtures, fittings and appliances provided by the landlord under the tenancy are not in a reasonable state of repair and in proper working order.

18. The complaints before the committee as set out in the tenant's application and the committee's determinations in relation to each of these are set out below.
1. *Water comes into the roof of the house causing dampness in all of the upstairs rooms.*
19. While the committee observed high condensation levels throughout the house, it was apparent that there was also an unacceptably high level of dampness on the ceilings and walls throughout the upper floor of the property.
2. *Water seeps into all the windows causing condensation.*
20. The condensation observed by the committee throughout the house was excessive, forming puddles on many of the windowsills. The committee also noted that the windows were not fitted with trickle vents.
3. *Windows are always letting the wind in even when closed.*
21. The committee did not observe evidence of draughts coming in the windows, although there was no wind at the time of the inspection. While the windows were double glazed, they were of some age.
22. With regard to complaints 1, 2 and 3 above, the committee determines that the house is not wind and watertight and in all other respects reasonably fit for human habitation.
4. *The upstairs bathroom is always leaking water into the kitchen.*
23. The ceiling and laminate flooring in the kitchen showed signs of extensive damage, indicating water damage from the bathroom above. There was also a pool of water on the kitchen floor at the time of the inspection. Mr Razzaq told the committee at the inspection that attempts had been made to fix the leak without success, and that he believed the leak was coming from the sink or from under the toilet.
24. The committee determines that the bathroom fittings provided by the landlord under the tenancy are not in a reasonable state of repair and in proper working order.
5. *The electrical system in the house is short circuiting and has caused £200 of damage.*
25. Without sight of the Electrical Installation Condition Report which it had directed the landlord to provide, the committee was unable to determine whether the

electrical installation in the property was functioning correctly. Mr Razzaq told the committee at the inspection that the lights upstairs sometimes switched themselves off, and that a computer power supply being used in the property had been blown up by the faulty electrical system on several occasions. On the basis of the evidence before it, and in the absence of any evidence from the landlord to the contrary, the committee concludes that on the balance of probabilities the electrical installation is not in a reasonable state of repair and in proper working order.

Observations by the committee

26. The committee wishes to make observations on three additional matters, which were not included in the tenant's application.
27. Firstly, the committee observed that there was only one battery operated smoke alarm within the property, in the downstairs hallway. This does not comply with the current statutory requirements for rented properties. The repairing standard includes a requirement under section 13 (1) (e) of the 2006 Act that the house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire. In determining whether a property has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire, section 13 (5) of the Act states that regard is to be had to any building regulations and any guidance issued by the Scottish Ministers on these matters.
28. The current Scottish Government statutory guidance states that there should be at least:
 - one functioning smoke alarm in the room which is frequently used by the occupants for general daytime living purposes
 - one functioning smoke alarm in every circulation space, such as hallways and landings.
 - one heat alarm in every kitchen
 - and all alarms should be interlinked
29. Secondly, the committee notes that there was no carbon monoxide alarm within the property. At the time when the tenant's application was made, this was not a requirement under the repairing standard. The committee observes, however, that since 1 December 2015, the repairing standard includes a requirement under section 13 (1) (f) of the 2006 Act to ensure that there is satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health. The landlord has therefore had a duty to ensure that such provision was in place from that date. Scottish Government guidance

on the provision of carbon monoxide alarms in private rented housing is available at:

<https://www.scottishlandlords.com/LinkClick.aspx?fileticket=t4YWI-asYF0%3D&tabid=432>

30. Thirdly, the committee notes that the internal light switch in the under stairs toilet may not comply with current building regulations.

Summary of decision

31. The committee determines that the landlord has failed to comply with the duty imposed by Section 14 (1) (b) of the Act, and in particular that the landlord has failed to ensure that the house meets the repairing standard in that the fixtures, fittings and appliances provided by the landlord under the tenancy are not in a reasonable state of repair and in proper working order
32. The committee therefore makes a Repairing Standard Enforcement Order as required by section 24 (2) of the Act.

Rights of Appeal

33. 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.
34. The appropriate respondent in such appeal proceedings is the other party to the proceedings and not the panel or the committee which made the decision.

Effects of Section 63 of the 2006 Act

35. Where such an appeal is made, the effect of the decision and of any Order made in consequence of it is suspended until the appeal is abandoned or finally determined. Where the appeal is abandoned or finally determined by confirming the decision, the decision and the Order made in consequence of it are to be treated as having effect from the day on which the appeal is abandoned or so determined.

Signed..... **S O'Neill** Date 20/1/16.....

Sarah O'Neill, Chairperson