



Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

PRHP Ref: PRHP/RP/16/0253

Re: Property at Flat 3/2 81/6 Causeyside Street, Paisley, PA1 1YU ("the Property")

Title No: REN 35718

The Parties:-

**Chestnutt Skeoch Limited 30 East Main Street, Darvel, KA17 0HP
("the Landlord")**

Ms Toni Brown, Flat 3/2 81/6 Causeyside Street, Paisely. PA1 1YU ("the Tenant")

NOTICE TO Chestnutt Skeoch Limited ("the Landlord")

Whereas in terms of their decision dated 9 October 2016 the Private Rented Housing 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 that the Landlord has failed to ensure that:-

- (a) The house is wind and watertight 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, and
- (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.

The Private Rented Housing Committee now requires the landlord to carry out such work as is necessary for the purposes of ensuring that the property concerned 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 Landlord:-

1. To instruct a suitably qualified contractor to investigate the cause of water penetration at the property and to carry out such repairs as are necessary to ensure that the roof and gable are wind and watertight. Thereafter to provide the Committee with documentary evidence that these works have been carried out.
2. To repair water damage to all affected walls and ceilings in the living room, bathroom and back bedroom and thereafter re-decorate and make good.



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

PRHP Ref: RP/16/0253

Re: Property at Flat 3/2 81/6 Causeyside Street, Paisley PA1 1YU (“the Property”)

Title No: REN 35718

The Parties:-

Toni Brown, Flat 3/2 81/6 Causeyside Street, Paisley, PA1 1YU (“the Tenant”)

Chestnutt Skeoch Ltd, 30 East Main Street, Darvel, KA17 0HP (“the Landlord”)

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 the evidence led by the Tenant at the hearing determined that the Landlord had failed to comply with the duty imposed by Section 14 (1)(b) of the Act.

The Committee comprised:-

Mrs Josephine Bonnar, Chairperson

Mr Andrew Taylor, Surveyor Member

Background

- 1. By application received on 21 July 2016 the Tenant applied to the Private Rented Housing Panel for a determination of whether the Landlord had failed to comply with the duties imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 (“the Act”).**
- 2. The Application by the Tenant stated that the Tenant considered that the Landlord had failed to comply with his duty to ensure that the house meets the repairing standard. The tenant stated that the Landlord had failed to ensure that (i) The house is wind and watertight and in all other respects reasonably fit for human habitation; (ii) 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; (iii) 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, and (iv) Any fixtures fittings and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order. Specifically the tenant stated that the living room, bedroom and bathroom are affected by dampness and water ingress, a repair to a wall has not been finished leaving bare brickwork, there are leaks in the bathroom, a broken shower switch, a leak behind the washing machine, the windows are defective and the cooker controls are faulty.

3. The Private Rented Housing Committee served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon both the Landlord and the Tenant on 19 August 2016.
4. Following service of the Notice of Referral the Tenants representative, Ms Fiona Brown of Shelter Scotland confirmed that the Tenant would attend the hearing. Mr Kenneth Johnstone confirmed that he would attend the hearing on behalf of the Landlord which is a limited company. Neither party provided written representations in advance of the hearing. Thereafter on 21 and 22 September 2016 the Landlord made requests for the inspection and hearing to be postponed, The Committee considered the requests and refused same. The Landlord was advised that the inspection and hearing would proceed as scheduled.
5. The Private Rented Housing Committee inspected the property on the morning of 30 September 2016. The Tenant, her representative Ms Fiona Brown and her mother Ms Hazel Carr were present. The Landlord did not attend and was not represented.
6. Following the inspection of the property the Private Rented Housing Committee held a hearing at Wellington House, Wellington Street, Glasgow. The Tenant, her representative and her mother all attended and gave evidence. The Landlord did not attend and was not represented.

The Inspection

7. At the time of the inspection the weather was cloudy with showers. The Committee were able to inspect the whole property. The property is a third floor tenement flat in the centre of Paisley comprising hall, living room, kitchen, 2 bedrooms and bathroom. The property is generally in a poor state of repair. The Committee noted damp marks and peeling paint on the ceiling of the living room indicative of previous water ingress from the roof. No leak was evident at the time of inspection. Less prominent damp marks were also evident on the ceiling of the back bedroom and bathroom. Again

no leak was noted during the inspection. There was no bare brickwork in the back bedroom and the Committee were advised that the wall had recently been repaired and painted. The Committee noted that all the windows in the property are defective in that they do not open and close easily or properly. The Committee inspected the bathroom. The Tenant advised that new taps had recently been fitted to the bath and the leak repaired. The wash hand basin taps still leak. The shower switch has been repaired and now works satisfactorily. The Committee inspected the cupboard under the kitchen sink which is next to the washing machine. The Tenant advised that a repair has been carried out and the pipes now have a wooden shelf in front of them. The tenant has not observed any leak from the pipes since that date but often the clothes which have been washed smell of sewage. The Committee noted the cooker in the kitchen. The tenant advised that it works and can be used to cook but that the temperature markings on the side of the control knobs have all worn away and she cannot establish the temperature of the oven when in use.

The Hearing

8. The Landlord did not attend the hearing and was not represented at same. He had not provided written representations in advance of the hearing. The Committee had been provided with a letter from the Landlord dated 22 July and sent to the Shelter representative. In the letter the Landlord intimated that he intended to carry out certain repairs but that contact with the tenant had been difficult because she had changed phone number frequently and access was not always provided to contractors. No evidence was led regarding the application.
9. The Tenant, the Shelter representative and the tenants mother all gave evidence. The Tenant stated that the property was in reasonable condition when she became the tenant in July 2014. She resides at the property with her daughter. She was unable to stipulate when exactly the repairs issues developed but stated that she became aware of a leak from the bedroom ceiling sometime at the end of 2014 or early 2015. The leak from the living room ceiling and in the bathroom appeared around the same time. The Tenant confirmed that she had reported this issues immediately by phone to the Landlord. The water which was leaking through the ceiling was hot which she found alarming. She stated that the Landlord said he would get a roof contractor to look at the roof but did not do so. Subsequently a roof repair was carried out but she is not aware of the nature of same. It did not resolve the water ingress. Recently a contractor instructed by the factors Ross and Liddle have attended at the property to provide a quote for a roof repair. They have confirmed that there is water damage. The Shelter representative advised the Committee that she has received an email from Ross and Liddle confirming that a contractor has been instructed to repair

the roof. To date the repair has not been carried out. In the bedroom the water ingress was not only from the ceiling but water also ran down the gable wall. The tenant indicated that she had to move out of the room as it was not habitable. A repair was eventually carried out to the wall and the water ingress stopped. The brickwork was left exposed and the repair not properly finished but this has recently been attended to by the Landlord. New plaster board has been fitted over the brick and the wall plastered and painted. The water ingress has resolved and the Tenant has been able to use the room again. The tenant advised that she noted problems with the living room window shortly after moving in. She reported it to the landlord but it has not been repaired. Problems with the other windows also developed and were also reported. The last window to develop a defect was the back bedroom window in March 2016. The Tenant was unable to be specific as to when the complaints were made however was adamant that numerous telephone calls have been made. The letter from the Shelter representative was sent on 14 June 2016 fully detailed the repairing standard issues and a reply was received from the Landlord dated 22 July 2016.

10. In response to questions by the Committee the tenant confirmed that a new bath was fitted in the bathroom about a year and a half previously. It was after this that there were problems with water accumulating under the bath. Water also appeared to be running over the bath when the taps were on. The Landlord recently arranged for new taps to be fitted and the leak has been repaired. The wash hand basin taps still leak however and the Landlord is aware of the problem. The shower switch was faulty but has been repaired and is now working. Repairs in the kitchen under the sink have been carried out namely a new u-bend and a wooden shelf to box in the pipes has been fitted. The tenant does not know what else was done, if anything, but there is no current leak from the pipes. However, since the repair she has had problems with her washing machine. Sometimes clothes come out of the machine smelling of sewage as though dirty water is going back up into the machine. It does not happen all the time and she is unable to identify the frequency or pattern. The washing machine belongs to the Tenant and was new when she moved in. She does not believe there to be a problem with the machine and thinks that the plumbing under the sink is at fault. The cooker works and she is able to use it but the temperature indicators have worn away and she is not able to identify what temperature the oven is at any given time. The Landlord's contractor said he would correct this with a black marker pen which the tenant does not consider acceptable but has not, in any event, been done.
11. The Committee questioned the Tenant about the issues of contact and access which the Landlord raised in correspondence with the Shelter representative. The Tenant disputed that this is or ever has been an issue. She advised the Committee that the Landlord has a

set of keys and has used them to access the property, on occasion when she was within the property. He is able to provide any contractor with this set of keys in the event of access being required. The tenant was also able to confirm that a number of repairs have been carried out in recent months without difficulty. .

Findings in Fact

12. The property is a two bedroom third floor tenement flat in the centre of Paisley. The accommodation comprises a hallway, living room, kitchen, 2 bedrooms and bathroom.
13. The Tenant has resided at the property since July 2014 with her daughter.
14. The Tenant notified the Landlord of repair issues at the property on a number of occasions since December 2014. On 14 June 2016 the Tenants Shelter representative sent a letter to the Landlord detailing a number of repairing standard issues. A reply was received dated 22 July 2016. Certain repairs have been completed since that date, specifically the shower switch has been fixed, the wall in the bedroom has been repaired and painted, the bath taps have been replaced and the leaking pipes under the kitchen sink have been repaired.
15. The mechanisms for opening and closing the windows of the property are not in proper working order. There is evidence of water ingress in the ceiling and gable wall of the living room, bathroom and bedroom. The wash hand basin taps in the bathroom leak there are no markings on the cooker to identify the temperature of the cooker when it is in use.

Reason for decision

16. The Committee considered the issues of disrepair set out in the Application and noted at the inspection and hearing.
17. The Landlord failed to provide written representations and did not attend the hearing. The only information relating to the Landlords position was contained within a letter to the Tenants Shelter representative. The Committee noted from that letter that the Landlord based any failure to attend to repairs on an inability to contact the Tenant or get access to the property. The Committee had inspected the property and heard evidence from the Tenant, her mother and her Shelter representative. The Committee found all three witnesses to be credible in their account of events. The Committee noted that the Tenant and her mother were unable to give specific information as to timescales – when repair issues were

noted and first reported. However, both openly acknowledged that they could not provide dates and times. The Committee accepted the evidence of both that the repairs issues were reported by telephone when they arose. The fact that a number of repairs have recently been carried out also helped persuade the Committee that access to the property has not been a significant issue. The Committee noted that the Shelter representative had sent a detailed letter to the Landlord regarding the repairing standard issues which the Landlord had responded to. The Committee was left in no doubt that the Landlord was aware of the issues complained of and that in relation to the water ingress, the defective windows, the cooker and the bathroom taps no repairs have been carried out to rectify the defects. Other defects – the wall in the bedroom, the kitchen pipes, the shower switch and the leak under the bath have now all been resolved. The Committee noted the complaint about the smell from the laundered clothes by the Tenant but were unable to identify a connection with the plumbing which the tenant had confirmed no longer leaked.

18. The Committee accordingly took the view that the property fails to meet the repairing standard in relation to subsection 13(1)(c) and (d) and that it will require to make a Repairing Standard Enforcement Order in respect of the windows, the water ingress, the water damaged walls and ceilings, the wash hand basin taps and the cooker.

Decision

19. The Committee accordingly determined that the Landlord had failed to comply with the duty imposed by Section 14 (1)(b) of the Act.
20. The Committee proceeded to make a Repairing Standard Enforcement Order as required by section 24(1)
21. The decision of the Committee was unanimous

Right of Appeal

22. **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

23. 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..... **J Bonnar**Date 9 October 2016
Josephine Bonnar, Chairperson



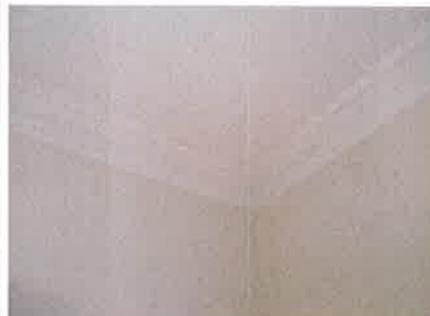
81 Causeyside St, Flat 3/2, Paisley, PA1 1YU
PRHP/RP/16/0253
Schedule of Photographs - Inspection Date 30/9/2016
Weather – Partial cloud, showers



1. The Property



2. Living room ceiling



3. Living room ceiling



4. Back bedroom ceiling



5. Bathroom ceiling



6. Living room window



7. Living room window



8. Kitchen window



9. Wall repair – back bedroom



10. Wash hand basin



11. Drainage under sink



12. Gas cooker