



**REPAIRING STANDARD ENFORCEMENT ORDER**  
by the  
**PRIVATE RENTED HOUSING COMMITTEE**

PRHP Ref: prhp/RP/14/0030

**PROPERTY:**

Flat 3/3, 405, Sauchiehall Street, Glasgow G2 3LG being All and WHOLE the right hand or eastmost house on the third floor above ground floor, 405 Sauchiehall Street, part of tenement 401 to 419 Sauchiehall Street and 67 to 75 Elmbank Street on 3 plots, viz 735 28/36 square yards, 896 27/26 square yards and 614 square yards, all in the Parish of Glasgow, described in the Disposition in favour of the Woolwich Equitable Building Society, recorded in the Division of the General Register of Sasines applicable to the Barony and Regality of Glasgow on 2 July 1945.

**PARTIES:**

Miss Charis McGowan and Miss Becky Stoakes, residing at the property  
("the Tenant")

Shahid Latif, per Happy Lets, 1287 Argyle Street, Glasgow G3 8TL  
("the Landlord")

**REPAIRING STANDARD ENFORCEMENT ORDER ('RSEO')**

1. **WHEREAS** in terms of their decision dated 24 April 2014 the Private Rented Housing Committee ('the Committee') determined that the Landlord had failed to comply with the duty imposed by section 14(1)(b) of the Housing (Scotland) Act 2006 ('the Act') and in particular the property failed to meet the repairing standard as set out in section 13(1) of the Act.
2. The Committee now requires the Landlord carry out such work as is required to ensure the property meets the repairing standard and that any damage caused as a consequence of carrying out of any works in terms of this Order are also made good before the expiry of the Completion Date.

3. In particular, and without prejudice to the foregoing generality, the Committee **HEREBY ORDERS** the landlord to carry out the following repairs ('the Works');-

3.1. To carry out such repairs as are necessary to the roof of the property so as to prevent the ingress of water to the property and to make good any damage caused both by the ingress of water and by the repairs.

4. The Committee **HEREBY FURTHER ORDERS** that the Works specified in this Order must be carried out and completed before the expiry of the Completion Date of two months from the date of service of this Order.

**RIGHT OF APPEAL**

5. A Landlord or Tenant has the right to appeal this decision to the Sheriff by summary application within 21 days of being notified of that decision.

**EFFECT OF APPEAL**

6. In terms of section 63 of the Act, where such an appeal is made, the effect of the decision and of any order is suspended until the appeal is abandoned or finally determined by confirming the decision, the decision and any order will be treated as having effect from the day on which the appeal is abandoned or so determined.

**IN WITNESS WHEREOF** these presents typewritten consisting of this and the preceding two pages are subscribed as follows:-

**D Preston**

.....Chairman

28 April 2014.....Date of Signing

OBAN.....Place of Signing

Oban, 28 April 2014

Certified a true copy



David M Preston, Solicitor, Oban

**A C Henry**

.....Witness

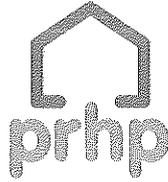
Alexander Cameron Henry Name

Queen Building.....Address

George Street.....

OBAN.....

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**STATEMENT OF DECISION OF THE PRIVATE RENTED HOUSING  
COMMITTEE UNDER SECTION 24 OF THE HOUSING (SCOTLAND) ACT 2006  
AND REGULATION 26(1) OF THE PRIVATE RENTED HOUSING  
(APPLICATIONS AND DETERMINATIONS) (SCOTLAND) REGULATIONS 2007**

**PRHP Ref: prhp/RP/14/0030**

**PROPERTY:**

**Flat 3/3, 405, Sauchiehall Street, Glasgow G2 3LG being All and WHOLE the right hand or eastmost house on the third floor above ground floor, 405 Sauchiehall Street, part of tenement 401 to 419 Sauchiehall Street and 67 to 75 Elmbank Street on 3 plots, viz 735 28/36 square yards, 896 27/26 square yards and 614 square yards, all in the Parish of Glasgow, described in the Disposition in favour of the Woolwich Equitable Building Society, recorded in the Division of the General Register of Sasines applicable to the Barony and Regality of Glasgow on 2 July 1945.**

**PARTIES:**

**Miss Charis McGowan and Miss Becky Stoakes, residing at the property**

**("the Tenants")**

**Shahid Latif, per Happy Lets, 1287 Argyle Street, Glasgow G3 8TL**

**("the Landlord")**

**DECISION**

**The Committee, having made such enquiries as are fit for the purpose of determining whether the Landlord has complied with the duty imposed by Section 14 (1)(b) in relation to the house concerned, and taking account of the evidence led by the Tenant at the hearing as well as her written representations, determined that the Landlord had failed to comply with the duty imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 (hereinafter referred to as "the Act").**

**Background**

- 1. By application dated 29 January 2014 the Tenants 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 stated that the Tenant considered that the Landlord had failed to comply with his duty to ensure that the house met the repairing standard and in particular that the Landlord had failed to ensure that:-

(a) the house was wind and watertight and in all other respects reasonably fit for human habitation.

All in terms of section 13(1)(a) of the Act.

3. The President of the Private Rented Housing Panel, by Notice of Referral dated 7 February 2014 intimated a decision to refer the application under Section 22 (1) of the Act to a Private Rented Housing Committee ("the Committee").

The Committee comprised the following members:

Mr. David M Preston, Legal Member  
Mr Andrew Taylor, Surveyor Member  
Ms Elaine Munroe, Housing Member

4. The Private Rented Housing Committee served Notification of Inspection/Hearing under and in terms of Schedule 2, Paragraph 1 of the Act upon both the Landlord and the Tenant on 2 April 2014.
5. Following service of the Notice of Referral, the Tenants made written representations on 17 February 2014. The Landlord, in an email dated 10 February 2014 made representations to the Committee.
6. The Committee inspected the Property on the morning of 24 April 2014. The Tenants were present and Mr Bobby Sandhu and Ms Lorna Fleming, both of Happy Lets, were present to represent the Landlord.
7. Following the inspection of the Property the Committee held a hearing at Europa Building, 450 Argyle Street, Glasgow. Mr Sandhu and Ms Fleming attended on behalf of the Landlord and the Tenants were also in attendance.
8. The Committee considered the written and documentary evidence submitted by both parties, comprising
  - the application dated 29 January 2014 with photographs attached,
  - copy emails from the Tenants to Happy Lets between 17 September 2013 and 22 January 2014.
  - written representations from the Tenants dated 13 February 2014-04-24
  - written representations from Happy Lets dated 10 February 2014and heard evidence from Mr Sandhu and the Tenants.
9. At the outset of the hearing the Chairman referred to the complaint in the application form relating to the lack of hot water for a period of 8 weeks. He indicated that as this issue had been resolved, the Committee was not in a position to consider that complaint. He explained that the Committee can only deal with the situation if persisted as at the date of inspection and hearing.

### **Summary of issues**

10. The issue to be determined was whether the property met the repairing standard as laid down in Section 13 of the Act and whether the Landlord had complied with the duty imposed by Section 14(1)(b).
11. The Tenant complained of: Extensive damp in the kitchen and bedrooms, with water leaking through when it rained. Ceiling turning black and buckling in. Growing damp patches in both bedrooms.

### **Findings in Fact**

The Committee finds the following facts to be established:-

12. The Tenants entered into a lease with the Landlord for the rent of the property between 6 September 2013 and 7 August 2014. This is a short assured lease under the Housing (Scotland) Act 1988. The provisions in Chapter 4 of the Act apply.
13. The Tenants duly notified the Landlord through his agents Happy Lets of the required works by the exchange of emails between 17 September 2013 and 22 January 2014.
14. The property is on the third floor of the tenement at 405 Sauchiehall Street. Accommodation comprises kitchen, 2 bedrooms and bathroom.
15. The Landlord is the proprietor of six of the nine flats in the tenement at 405 Sauchiehall Street, all managed by Happy Lets on his behalf.
16. There are signs of water ingress in the kitchen and both bedrooms. In the kitchen there is an area of black mould in the ceiling. In the bedrooms there are signs of water staining on the walls and ceiling.
17. Happy Lets have been in correspondence with the property factors, Apex Factor Ltd in relation to the issues and certain works had been carried out, including clearing of downpipes and gutters.
18. The factors were in possession of quotations which had been obtained for repairs to the roof and for full roof replacement.
19. The inspection revealed:-
  - 19.1. An area of black mould in the ceiling in the centre of the kitchen ceiling.
  - 19.2. Areas of water staining or dampness in the ceilings and in the corners of both bedrooms.

All in accordance with the terms of the application.

### **Hearing**

20. At the outset the chairman outlined the options open to the Committee and explained the effect of a Repairing Standards Enforcement Order. He explained that the Committees responsibility was in relation to the Repairing Standard and

to ensure that the Landlord was fulfilling its obligations to maintain that standard throughout the duration of the lease.

21. The Committee was satisfied on the basis of the inspection and the written and oral evidence that the property was suffering from water ingress issues which had resulted in mould and staining of walls and ceilings.
22. Mr Sandhu made representations on behalf of the landlord to the effect that because the problem involved common repair it had been passed to the property factors who had been aware of it since it had first been reported by the Tenants to them. He advised that various repairs had been carried out in the attic flat above the property and in particular the Velux windows had been replaced which it was understood had alleviated the problem. Gutters and downpipes had also been repaired and unblocked. Mr Sandhu provided the Committee with an email dated 23 April 2014 in which the property factor advised that the rear gutter had been cleared and the downpipes unblocked at the property. It also advised that the factor had received quotations for reparations to the roof and for a full roof replacement, which were being evaluated and which would be submitted to the owners in due course for them to make a decision on the scope of the works. Mr Sandhu sympathised with the Tenants and indicated that they attempted to give update to the Tenants on a weekly basis but often this consisted of nothing to report. He stated that he had an extensive exchange of emails with the property factor in regard to the issues. He also advised that although the tenancy was due to end in August, in view of the problems the Landlord had agreed that the Tenants could terminate the lease early without penalty and it was understood that they were intending to leave the property in July. On behalf of the landlord he offered to allow the Tenants to terminate the lease earlier if they wished. Mr Sandhu was not aware of the full extent of the tenement of which property formed part and therefore could not say how many properties were involved in the common repairs in addition to the nine flats at 405 Sauchiehall Street and the commercial properties on the ground floor. He did not know if it offended to other tenements in Sauchiehall Street or whether it was connected to the buildings in Elmbank Street. Mr Sandhu also offered to negotiate a rent restriction with the Tenants to reflect the Tenants discomfort.
23. Ms McGowan made representations and noted that the Tenants appreciated that the roof was shared and that the issue had taken up a lot of time on the part of Happy Lets. However that did not alter the fact that they as Tenants had been subject to a great deal of uncertainty about the safety of the property and any risk to their health through the damp and mould. She explained that they had been particularly worried after returning to the property in January following the Christmas break and finding the kitchen flooded. She noted that there had been no offer of rent reduction or other compensation at that time apart from the suggestion that the lease could be terminated earlier than its due date. However any offer to find alternative accommodation was not suitable as they had no option but to remain in the property until after the end of the academic year.

#### **Decision**

24. The Committee accordingly determined that the Landlord had failed to comply with the duty imposed by Section 14 (1)(b) of the Act. It is considered that the period of two months would be appropriate to require the works to be completed.
25. In coming to that decision the Committee was mindful of the fact that the Landlord was the proprietor of a majority of the flats in the tenement ie 6 out of 9

properties which put him in a strong position with regards to ensuring that essential repairs were carried out. Although Happy Let's had carried out a lot of work in corresponding with the property factors, the Committee felt that as the problems had been intimated in October 2013, insufficient progress had been made towards ensuring that the property was maintained to the Repairing Standard. The Committee was also mindful that the period between me and July would be ideal for carrying out such roof repairs as were necessary. If more extensive work was required to re-roof the tenant, that could be pursued in due course.

26. The Committee proceeded to make a Repairing Standard Enforcement Order as required by section 24(1).
27. The decision of the Committee was unanimous.

### **Right of Appeal**

**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**

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.....**D Preston**  
Chairperson 

Date...**28-4-14**