

Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

Case reference number : PRHP/RP/14/0223

Re:- Property at 6 Jessiman Square, Renfrew, PA4 8EB ("**the property**")

LAND REGISTER TITLE NUMBER: **REN108783**

The Parties:-

Ms Skye Gibson, formerly residing at 6 Jessiman Square, Renfrew, PA4 8EB ("**the former tenant**")

And

Mr Mohammed Imram Shafi, residing at 2 Fleurs Avenue, Glasgow, G41 5BE ("**the landlord**")

Notice to Mr Mohammed Imram Shafi

Whereas in terms of the decision dated 10 February 215 the Private Rented Housing Committee determined that the landlord had failed to comply with the duty imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 and in particular the landlords had failed to ensure that:-

- (a) the house is wind and watertight and in all respects reasonably fit for human habitation
- (b) that 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

The Private Rented Housing Committee now requires the landlords to carry out such work as is necessary for the purpose of ensuring that the house concerned meets the repairing standard and that any damage caused by the carrying out of the works in terms of the order is made good.

In particular the Private Rented Housing Committee requires the landlords to carry out the following work

- To carry out all necessary works to ensure that the property is rendered wind and water tight and to carry out all necessary works to repair the roof, gutters and downpipes at the property to include repairing the defective flashing at the chimney head and associated tiling work, to replace and renew any missing, cracked, broken or loose tiles in the roof and to replace or

renew any broken, missing, rusted or leaking guttering and downpipes at the rear of the building.

The Private Rented Housing Committee orders that the works specified in this order must be carried out within six weeks of the date of this Order.

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. The appropriate respondent in such appeal proceedings is the other party to the proceedings and not the PRHP or the Committee which made the decision.

Where such an appeal is made the effect of the decision or of the order 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 are to be treated as having effect from the day on which the appeal is abandoned or so determined.

Signature **J Bauld**

James Bauld, Chairperson

Date... 10 February 2015

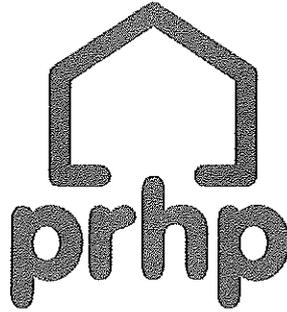
Signature of Witness **N Walker** ..

Name: **NATALIE WALKER**

Date... 10 February 2015

Address: 7 West George Street, Glasgow, G2 1BA

Designation: Senior Court Administrator



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

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Re:- Property at 6 Jessiman Square, Renfrew, PA4 8EB ("**the property**")

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The Parties:-

Ms Skye Gibson, formerly residing at 6 Jessiman Square, Renfrew, PA4 8EB ("**the former tenant**")

And

Mr Mohammed Imram Shafi, residing at 2 Fleurs Avenue, Glasgow, G41 5BE ("**the landlord**")

The Committee comprised:-

Mr James Bauld	- Chairperson
Mr Alex Carmichael	- Surveyor member
Mr Christopher Harvey	- Housing member

Decision:-

The Committee unanimously decided that the landlord had failed to comply with the duties imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 ("the 2006 Act"). The Committee accordingly proceeded to make a Repairing Standard Enforcement Order (RSEO) as required by Section 24(2) of the 2006 Act.

Background:-

1. By application dated 21st September 2014, the former tenant Skye Gibson applied to the Private Rented Housing Panel (PRHP) for a determination that the landlord had failed to comply with the duties imposed by Section 14(1)(b) of the 2006 Act.

2. In the application made by the former tenant, she complained that the landlord had failed to comply with the duty to ensure that the house met the repairing standard and in particular that the house was not wind and water tight and in all respects reasonably fit for human habitation. She complained that the roof was leaking and that there was dampness within the property and that the external pipes were not in a reasonable state of repair. She also complained that the gas safety check had not been carried out since April 2014.
3. By letter dated 3rd November 2014, the president of the PRHP intimated a decision to refer the application under Section 22(1) of the 2006 Act to a Private Rented Housing Committee. Intimation of said referral was also made to the landlord both at his home address and via his agents, Castle Residential at 63 Causeyside Street, Paisley, PA1 1YT. The notice of referral intimated that a hearing and inspection would take place on 17th December 2014 at 10 am.
4. On 15th December 2014, the clerk to the Committee received an email from the landlord indicating that the tenant had left the property on 12th December 2014 and indicating that he may not be able to provide access for the inspection and hearing which had been set for 17th December. It was agreed that the hearing scheduled for 17th December should be postponed and rescheduled.
5. By letter dated 31st December 2014, the landlord was advised that the inspection and hearing would be rescheduled for 23rd January 2015 at 10 am.
6. The Committee inspected the property on 23rd January 2015. The landlord was present during the inspection and access to the property was gained.
7. Following the inspection of the property the Committee held a hearing within the offices of the PRHP at Europa House, Argyle Street, Glasgow. The landlord was personally present during the hearing.

Summary of Issues

5. At the hearing the landlord produced to the Committee a copy of a Gas Safety Certificate which was dated 21st January 2015. Said certificate confirmed the property complied with the requirements of the Gas Safety (Installation and Use) Regulations 1998. Accordingly the only issues which remained to be determined by the Committee were the issues relating to the leaking roof, dampness and external pipes.

Findings of Fact

6. Having inspected the property and considered the evidence, the Committee found the following facts to be true.
7. The property and its condition are fully described in a report dated 23rd January 2015 prepared by the surveyor member of the Committee. A copy of that report is appended to this decision and consists of four pages including four photographs. Said report concludes that the property is not wind and water tight and is suffering from penetrating dampness through the roof of the property and requires external repairs to the roof, gutters and downpipes.

The Hearing

8. At the hearing, the landlord was in attendance. The landlord explained that he had not been able to obtain access to the property during the currency of the tenancy and had only had keys returned to him on 16th December. He explained that because of the Christmas and New Year period he had been unable to arrange for any significant works to be carried out. It had been noted during the inspection that there were several

workmen within the property carrying out internal repairs to the property including decorative repairs and flooring repairs.

9. During the inspection, the surveyor member of the Committee had gained access to the attic space and had invited the landlord to view the state of repair of the roof. The surveyor member demonstrated to the landlord the area of the roof which required repair.
10. During the hearing, the landlord explained to the Committee that he was trying to upgrade the property and that he had spent significant amounts of money on prior repairs. The landlord accepted that it was clear that the roof still required repair as shown to him by the surveyor member of the Committee. He understood that the repairs to the roof required to be completed as soon as possible and he indicated that he would instruct such repairs.
11. The Committee took the view that the landlord was a credible witness. They accepted his position that he wished to carry out repairs and to render the property into a condition where it was wind and water tight and would be fit for human habitation. The Committee explained to the landlord the duties which existed in terms of the 2006 Act and the powers which the Committee had. The Committee members questioned the landlord during the hearing regarding the various issues of repair and noted that he answered questions openly and honestly. At the conclusion of the hearing the Committee members thanked the landlord for his attendance and for the assistance he had provided to the Committee.

Decision and Reasons for Decision

12. The Committee considered the various issues which had been raised in the application and the matters which had been discussed at the hearing. The Committee took the view that the property did not meet the required standard in terms of the 2006 Act.
13. The Committee took the view that the property was not wind and water tight. The apron flashing to the north most chimney was defective and was not in a wind and water tight condition. The Committee noted that previous unsuccessful attempts had been made to remedy the attendant water ingress associated with this defect but the attempted repairs had been completely ineffectual and untradesmanlike. The Committee also noted there were numerous loose, cracked, broken, leaking and missing gutters and downpipes on the rear elevation to the property. The Committee took the view that the ongoing internal repairs being carried out by the landlord would be simply cosmetic and would do nothing to address the causes of the leaking roof and the associated water ingress within the subjects.
14. The Committee accordingly determined to make an RSEO as required in terms of Section 24(2) of the Act.
15. The Decision of the Committee was unanimous.

Rights of Appeal

16. 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.
17. The appropriate respondent in such appeal proceedings is the other Party to the proceedings and not the PRHP of the Committee which made the decision.

Effects of Section 63

18. 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.
19. 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..... **J Bauld**

James Bauld, Chairperson

Date... *10 February 2015*

Signature of Witness **N Walker**

Date... *10 February 2015*

Name: *NATALIE WALKER.*

Address: 7 West George Street, Glasgow, G2 1BA

Designation: *SENIOR COURT ADMINISTRATOR*

Our Ref: CCS 0204
Your ref: PRHP/RP/14/0223

23rd January 2015

Private Renting Housing Panel
Europa Building
450 Argyll Street
Glasgow
G2 8LH
Att: Jim Bauld – Chairperson

Dear Sir

HOUSING SCOTLAND ACT (2006)
Private Renting Housing Committee
Re: 6 Jessiman Square, Renfrew PA4 8EB

Further to representations made to the Private Renting Panel by the tenant Ms Skye Gibson to the landlord, Mr Imran Shafi, on 21st September 2014 indicating that the above property did not conform to the tolerable/repairing standard as set out in the Housing Scotland Act (2006), we inspected the subjects on Friday 23rd January 2015 and have to report as follows:

Situation & General Description –

The subjects comprise a four apartment flat situated on the first floor of a two storey end terrace flatted block which we estimate to be in the region of around 55/60 years old or thereby.

The subjects are located within a Local Authority residential area comprising of similar properties with local amenities close at hand.

Construction –

The property appears to be of traditional construction with brick solid outer walling with inner lathe lining and outer roughcast finish. The floors throughout appear to be timber boarded on suspended joists and solid. The roof is pitched and finished with tiles.

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Accommodation –

The subjects comprise all on one level: Entrance Hallway, Lounge, three Bedrooms, Kitchen with fitted units and Bathroom with three piece suite.

Services –

Mains supplies of gas, water and electricity are supplied to the subjects and drainage is assumed to be to the public sewer. The property has a gas fired central heating system and PVC sealed double glazed replacement windows.

Tenant's Submission –

In the Tenant Application of 21st September 2014 the Tenant highlighted the house does not meet the tolerable/repairing standard in that:

1. Gas safety check overdue since April 2014;
2. Leaking roof;
3. Dampness;
4. External pipes.

Conditions Encountered on Inspection Day –

As previously stated we inspected the subjects on Friday 23rd January 2015 and encountered the following:

1. The apron flashing to the northmost chimney is defective and not in a wind and watertight condition – *see photograph 4*.
Previous unsuccessful attempts have been made to remedy the attendant water ingress associated with this defect with the use of expanding foam noted. Completely ineffectual and untradesmanlike – *see photograph 3*;
2. Numerous loose, cracked, broken, leaking and missing gutters and downpipes were noted particularly to the rear elevation – *see photographs 2, 3 & 4*.
3. Gas safety check has now been carried out and certificate exhibited at the hearing.

Conclusion –

At the time of our inspection the subjects did not meet the tolerable/repairing standard due to the incidence of penetrating dampness through the roof element of the property and outstanding external repairs to both the roof, gutters and downpipes, etc and as such, an RSEO should be issued to the Landlord to address the repairs as noted above to return the subjects to a sound wind and watertight condition to meet the tolerable/repairing standard.

Report prepared by

A Carmichael FRICS

Enc: Photo Schedule

PHOTO SCHEDULE - 1



Photo 1 - Front Elevation



Photo 2 - Rear Elevation

PHOTO SCHEDULE - 2



Photo 3

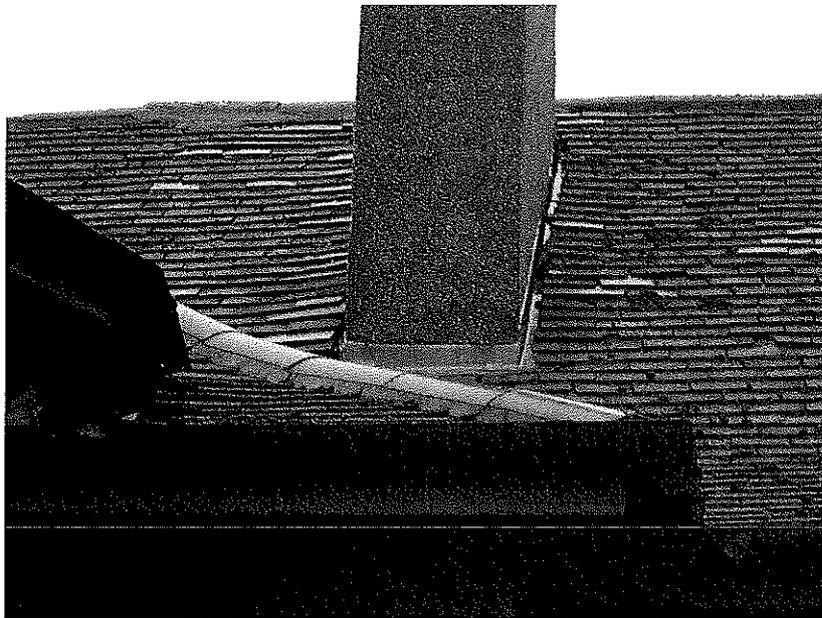


Photo 4