



Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

prhp Ref: prhp/G5/31/13

Re : Property at Flat 3/1, 24 Eglinton Court, Glasgow G5 9NF ("the Property")

Title No: GLA94554

The Parties:-

Maqsood Pervez Shaffi, formerly 24 Eglinton Court, Glasgow G5 9NF and now 9 Broompark Drive, Glasgow G77 5 DX, (represented by his agents 1st Lets (UK) Limited, 704 Cathcart Road, Glasgow G42 8ES) ("the Landlord")

Alejandro Lopez, formerly residing at 24 Eglinton Court, Glasgow G5 9NF (represented by his agent, University of Strathclyde Law Clinic, Graham Hills Building, Room 581, level 5, 40 George Street, Glasgow G1 1BA) ("the Tenant")

NOTICE TO MAQSOOD PERVEZ SHAFFI ("the Landlord")

Whereas in terms of their decision dated 25 July 2013, 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 and in particular that the Landlord has failed to ensure that:-

- (a) the house is wind and water tight and in all other respects reasonably fit for human habitation;
- (b) 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;
- (c) any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order;
- (d) the house has satisfactory provision for detecting fires and giving warning in the event of fire or suspected fire; and
- (e) any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed.

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

- (a) to obtain a report from SCS Pest Control Limited confirming that the infestation of cockroaches in the Property has been eradicated, that all evidence of the presence of cockroaches has been removed and that all steps that they would recommend for the suitable cleaning of carpets and other floor coverings and fittings and furnishings within the Property following the completion of the specialist works have been taken;
- (b) to replace the vinyl flooring in the bathroom;
- (c) to carry out such works as are necessary to secure the toilet seat;
- (d) to carry out such works as are necessary to secure and reseal the wash hand basin in the bathroom;
- (e) to restore the fridge to full working order or to replace it;
- (f) to carry out such repairs as are necessary to make good the damage caused to the front door of the Property by the replacement of the lock;
- (g) to exhibit an up to date Periodic Inspection Report for the Property, which Report should specifically confirm that the shower has been properly installed and is in safe working order and that the smoke detector in the hallway of the Property is mains-wired and is in full working order..

The Private Rented Housing Committee order that the works specified in this Order must be carried out and completed within the period of 28 days 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.

In witness whereof these presents typewritten on this and the preceding page are executed by George Barrie Clark, solicitor, Edinburgh, chairperson of the Private Rented Housing Committee at Edinburgh on 25 July 2013 before this witness:-

V Clark

witness

G Clark

chairman

VALERIE ELIZABETH JANE CLARK name in full

7 NEWBATTLE TERRACE Address

EDINBURGH



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

prhp Ref: prhp/G5/31/13

Re : Property at Flat 3/1, 24 Eglinton Court, Glasgow G5 9NF ("the Property")

The Parties:-

Alejandro Lopez, residing formerly at 24 Eglinton Court, Glasgow, (represented by his agents, University of Strathclyde Law Clinic) ("the Tenant")

Maqsood Pervez Shaffi, 9 Broompark Drive, Glasgow G77 5DX, (represented by his agents, 1st lets UK Limited) ("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) in relation to the house concerned, determined that the Landlord had failed to comply with the duty imposed by Section 14 (1)(b) of the Act.

Background

1. By application dated 19 February 2013, 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 and in particular that the Landlord had failed to ensure that:-
 - (a) the house is wind and water tight and in all other respects reasonably fit for human habitation,
 - (b) 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,
 - (c) any fixtures, fittings and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order,
 - (d) the house has satisfactory provision for detecting fires and for giving warning in the event of a fire or suspected fire and
 - (e) any furnishings provided by the Landlord under the tenancy are capable of being used safely for the purpose for which they are designed.
3. By letter dated 17 April 2013 the President of the Private Rented Housing Panel intimated a decision to refer the application under Section 22 (1) of the Act to a Private Rented Housing Committee.

4. The Private Rented Housing Committee ("the Committee") served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon both the Landlord and the Tenant.
5. Following service of the Notice of Referral the Tenant (by letter from his agents dated 30 April 2013), made written representations to the Committee The Landlord (by e-mail from his agent dated 10 May 2013), made written representations to the Committee, in which the agents requested more time to consider the paperwork as they had only that day received the letter of 17 April, which had been sent to an address from which they had moved in January 2013. They stated that all of their clients had been informed of the change of address. The Private Rented Housing Committee accepted that the Landlord had not had sufficient time to make written representations or to request to make oral representations and accordingly issued a fresh Notice of Referral on 14 May 2013. Neither the Landlord nor his agents made any further representations to the Committee following upon the issue of the fresh Notice of Referral.
6. The Tenant's agents advised the Private Rented Housing Panel by letter dated 27 June 2013 that the Tenant would be vacating the Property on 17 July 2013. They requested, however, that the Panel continue to consider the case and make a Repairing Standard Enforcement Order if appropriate. The Committee decided to continue with the inspection and hearing, as, if established, some of the issues raised in the application, had health and safety implications for future tenants of the Property.
7. The Private Rented Housing Committee inspected the Property on the morning of 25 July 2013. Neither the Tenant nor the Landlord was present or represented during the inspection. The Committee was admitted to the Property by a lady who advised that she and her husband had moved in as tenants during the previous week. As English was not her first language, she telephoned her husband, who confirmed to the Clerk to the Committee that he was content that the inspection should go ahead. The Clerk telephoned the agents for the Landlord to advise them of the situation. The agents expressed the view that they thought the case would have been closed as the Tenant had vacated the Property and suggested that a postponement might be appropriate. The Committee considered the view they had expressed, but, having regard to the Regulation set out in the following paragraph, determined to proceed with the inspection and hearing and advised the landlord's agents accordingly. They confirmed that they would not be attending the inspection, but would hope to attend the hearing.
8. Regulation 21(2) of The Private Rented Housing Panel (Applications and Determinations) (Scotland) Regulations provides that the Committee must not adjourn a hearing of an application at the request of any party unless satisfied that the application cannot otherwise be justly determined. The Committee determined that the Landlord's agents should have been aware that the inspection and hearing would not have been cancelled without their being so advised and that the request for a postponement did not meet the test laid down in Regulation 21(2).
9. The Committee comprised George Clark (chair), Carol Jones (surveyor) and Elaine Munroe (housing member). The Clerk to the Committee was Ashley Ross.
10. Following the inspection of the Property the Private Rented Housing Committee held a hearing at Europa Building, Glasgow. Neither the Landlord nor the Tenant was present or represented at the hearing.
11. The Tenant, in his application submitted that when he had first entered the Property at the commencement of his tenancy on 17 January 2013, he had discovered that it was infested with cockroaches. They were on the bed and inside the fridge. He had immediately notified the Landlord's agents and they had sent someone from pest control, but the process of getting rid of the cockroaches was taking far too long. The bathroom floor and the toilet seat were both rotten, the carpet had both living and dead cockroaches beneath it and anything falling on the carpet could be in contact with cockroach excrement. He had arranged for the Landlord's agents to call at the Property on the

afternoon of Friday 8 February, an arrangement that they had confirmed by e-mail, but nobody had turned up. On making enquiries by telephone late that afternoon, he had been told that the agents would try and telephone the technicians and would call him back in five minutes. They had not called back as at the date of the application, some 11 days later. He also indicated that he was not sure whether the smoke detector in the Property was working as, on the morning before the date of his application, it had not gone off when smoke started to come out of the electric shower. An electrician had called out on 19 February to fix the shower and had told him the shower had been incorrectly installed.

12. In his application, the Tenant requested replacement of the bathroom floor and toilet seat, replacement of the carpet and elimination of the cockroaches and clean underneath it, replacement of the fridge, which was polluted with cockroach excrement, a check of the fire security in the Property, replacement of the main door with a normal one with a proper lock and re-fixing of the washbasin which was loose and a check of the furniture and installation by a professional (which, in the absence of any other specific information, the Committee took to be a reference to the bathroom fittings). The Tenant also provided the Committee with copies of e-mail correspondence between him and the Landlord's agents. This included a comment (in an e-mail of 6 March 2013) that the doorbell sounded nothing like a doorbell.
13. In the written representations attached to the letter sent to the Private Rented Housing Panel by the Tenant's agents on 30 April 2013, the Tenant advised that a pest control team had visited the Property on 23 January 2013 and had called out on a weekly basis for about 5 weeks after that. He was satisfied that the cockroach problem had been solved, but the fridge and floorboards were still littered with dead cockroaches, which continued to make the Property an unclean living environment. On 18 February 2013 he had e-mailed the Landlord's agents, stating that the main issue he wanted fixed were the toilet seat, bathroom floor and the lock on the external door. The toilet seat had been replaced and the lock in the door changed, but there was now a hole in the door where the original lock had been. This caused draughts and loss of privacy and the exterior of the Property was not wind and water tight, nor was it secure or private. The floor of the bathroom was not in a reasonable state of repair and the residue of cockroaches and the effects of their having been in the Property caused significant sanitary defects, in particular on the floor and in the fridge. He asked the Panel to order the Landlord to repair the door and the bathroom floor and to have the floors and the fridge properly cleaned.
14. The Landlord did not, directly or through his agents, make any submissions to the Committee on the issues raised in the application.

Summary of the issues

15. The issues to be determined were whether the Property met the repairing standard as laid down in Section 13 of the Act and whether the Landlord had complied with the duties imposed on landlords by Section 14(1)(b) of the Act.

Findings of fact

16. The Committee finds the following facts to be established:-
 - The tenancy is a Short Assured Tenancy
 - There is no visible evidence of infestation by cockroaches, but the Landlord's agents have not denied that there was such an infestation and, indeed, took steps to eradicate it. As there were new tenants in the Property at the time of the inspection, the Committee did not think it appropriate to lift carpets or to remove bedding to expose and inspect the bed
 - There is no visible evidence of cockroach infestation within the fridge, but the fridge was not working at the time of the inspection.
 - The vinyl on the bathroom floor is torn and disintegrating in places.
 - The toilet seat has been replaced, but has not been securely fixed.
 - The wash hand basin in the bathroom is loose.

- The smoke detector in the hall was not tested, but was flashing at the time of the inspection.
- The new tenant advised the Committee that the shower is working satisfactorily.
- There is evidence that a new lock has recently been put in the external door of the Property, but there is a hole on the outside of the door. The door bell, whilst quiet, is functioning.

Reasons for the decision

17. There is no dispute between the Landlord and the Tenant as to whether there has been an infestation of cockroaches in the Property, but the Tenant had vacated the Property prior to the inspection and hearing and the Landlord has not provided the Committee with any information on the extent of the treatment carried out. In addition, the Committee did not think it appropriate to, perhaps unnecessarily, alarm the new tenant, by lifting carpets and removing bedding to expose the bed, particularly as the new tenant had had no advance notice of the inspection. Accordingly, the view of the Committee is that it should see a report from the firm of specialists who treated the infestation, confirming that the infestation has been eradicated and that all work required in order to clear the Property of cockroaches and their excrement has been carried out, including such cleaning of carpets and furnishings as the specialists would recommend. The fridge is not working and the Committee is not able to determine whether that is the result of the cockroach infestation described by the Tenant. The vinyl flooring in the bathroom has disintegrated and requires replacement. The toilet seat and the wash hand basin in the bathroom require to be properly secured. The Tenant's submission to the Committee included a reference to the smoke detector not having gone off when there was smoke coming from the shower in the bathroom, only a few feet away and, whilst the smoke detector was flashing at the inspection, indicating that it was functional, it should be checked and tested by a suitably qualified contractor. As regards the shower itself, the new tenant said that it was working satisfactorily, but, as the Tenant had reported in his submission to the Committee that the person who repaired the shower had commented that it had not been properly installed, the Committee's view is that an up to date Periodic Inspection Report should be provided by the Landlord and that it should specifically refer to the shower installation. The external door of the Property has been damaged by the replacement of the lock and may be less secure as a result.

Decision

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

Right of Appeal

21. 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

22. 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.

G Clark

Signed(Chairperson) Date 25 July 2013..