

## Repairing Standard Enforcement Order

### Ordered by the Private Rented Housing Committee

Re : Property at 13B Balfroon Road, Killearn, being the first floor southwest most flatted dwelling house forming part and portion of the subjects registered in the Land Register of Scotland under Title Number STG44608("the Property")

#### The Parties:-

Name and address of landlord Scotus Investments Limited, Mirren Court (One), 119, Renfrew Road, Paisley, PA3 4EA ("the Landlord")

Name and address of tenant) Miss Karen McAdam residing at 13B Balfroon Road, Killearn("the Tenant")

#### NOTICE TO Scotus Investments Limited ("the Landlord")

Whereas in terms of their decision dated 18<sup>th</sup> December 2007, 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 the property is:-

- (a) specify relevant aspect(s) of the repairing standard;

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:-

- (1) To repair the shower curtain rail in the bathroom such that it is properly and securely fixed and in proper working order.
- (2) To repair the kitchen windows and the windows in the master bedroom such that the opening, closing and locking mechanisms are in proper 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 6 weeks (delete as appropriate) from 18<sup>th</sup> December 2007, by 29<sup>th</sup> January 2008.

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.

Signed.....  
Chairperson

**J Taylor**

Date..... 18<sup>th</sup> December 2007

## **STATEMENT OF REASONS**

*in connection with*

### **INSPECTION AND HEARING HELD ON 11th DECEMBER 2007**

*In relation to the property*

*13B Balfon Road, Killearn, G63 9NN.*

#### **1. THE PARTIES**

The landlords are Scotus Investments Limited, Mirren Court (One), 119, Renfrew Road, Paisley, PA3 4EA. The tenant is Miss Karen McAdam, 13B Balfon Road, Killearn, G63 9NN.

#### **2. BACK GROUND**

The parties entered into a Short Assured Tenancy agreement in relation to the property 13B Balfon Road, Killearn, G63 9NN (hereinafter referred to as 'the property') for the period 18<sup>th</sup> June 2007 to 17<sup>th</sup> December 2007. The tenant made an application to the Private Rented Housing Panel (hereinafter referred to as 'PRHP') under section 22(1) of the Housing (Scotland) Act 2006 dated 19<sup>th</sup> October 2007. She advised that she considered that the following work required to be carried out to the property:-

- Dampness in Master Bedroom.
- Roof tiles loose
- Exposed external pipes
- Electricity continues to trip
- Fuse box inaccessible
- Washing Machine faulty
- Kitchen cupboards ill fitting
- Freezer faulty
- Heating system poor
- Windows leaking

- Guttering incomplete
- Shower rail badly fitted
- Curtains damaged
- Window fixings broken in several windows
- Obnoxious odour in master bedroom.

These works are hereinafter referred to as 'the tenants required works'.

She also indicated in her application that she considered that the landlords were in breach of paragraphs (a) to (f) inclusive of the repairing standard, defined in section 13 of the Housing (Scotland) Act 2006.

### 3. THE INSPECTION

The committee attended at the property with the tenant and two of the Directors of the landlord Company. The committee inspected each of the tenant's required works. The committee's observations and comments and the parties' comments, where applicable, are as follows:-

➤ Dampness in Master Bedroom.	The committee observed staining to the plasterwork on the ceiling area above the main window. The area appeared to be dry and the staining appeared to be historic. The landlords' representatives advised that the dislodged slate, which had caused the water ingress and the resulting dampness, had been repaired. The surveyor member of the committee endeavoured to test the area with her damp meter but was unable to safely reach the area in question.
➤ Roof tiles loose	The committee were unable to observe these as the relevant area of the roof was not visible from ground level.
➤ Exposed external pipes	The external drainpipes for a neighbouring property were highly visible from the main window of the master bedroom.
➤ Electricity continues to trip	The tenant advised the committee that one of her light bulbs goes out approximately once per week, which causes the fuse box to regularly trip.
➤ Fuse box inaccessible	The committee observed that the fuse box was located in a high position on the wall of the entrance hallway.
➤ Washing Machine faulty	The parties advised the committee that the machine had been replaced.
➤ Kitchen cupboards ill fitting	The tenant advised the committee that the door to the kitchen unit under the sink had been repaired by the landlords and since the date of the tenant's application a further door had fallen off one of the wall mounted kitchen units.
➤ Freezer faulty	The committee observed the freezer compartment and saw that it was frosted and that the fridge was on a low setting.

➤ Heating system poor	The tenant pointed out the exposed copper central heating pipes which ran down the full height of the wall in the living room. She advised the committee that the pipes are hot when the central heating is on.
➤ Windows leaking	The tenant advised the committee that the windows in the kitchen area of the living room and the master bedroom were not operating properly and they blew open when it was windy which resulted in the windows leaking.
➤ Guttering incomplete	The parties advised that the guttering had been repaired.
➤ Shower rail badly fitted	The committee observed the circular shaped shower rail which had been installed by attaching it to the walls at each end. One of the end fittings had pulled out of the wall. There was no mid point support.
➤ Curtains damaged	The tenant showed the committee the curtains in both the living room and the master bedroom. The lining and curtain hooks of one of the sets of curtains in the living room were damaged at the top section of the curtain. Also the curtain linings in the master bedroom were stained.
➤ Window fixings broken in several windows	The tenant showed the committee that the open, close and lock mechanisms of the windows in the kitchen did not work properly. Also the bottom hinge fixing of the main window in the master bedroom was broken.
➤ Obnoxious odour in master bedroom	The tenant confirmed that the odour had gone.

#### **4. THE HEARING**

The hearing was carried out at Milngavie Community Centre following the inspection. Miss McAdam (the tenant) and Mark Dinardo and Karen Dinardo (two directors of the landlord company) were present at the hearing.

After the introductions the tenant advised the committee that she was unable to remain for the rest of the hearing and left. As the tenant had not withdrawn her application the committee proceeded with the hearing.

The committee asked the landlords' representatives for their comments on each of the tenant's required works.

They advised as follows:-

➤ Dampness in Master Bedroom.	They advised that the slipped slates had been repaired approximately two months ago and the water ingress had ceased. They confirmed that the tenant had not asked for further repair works to be carried out in relation to this matter.
➤ Roof tiles loose	They advised that the slipped slates had been repaired.
➤ Exposed external pipes	They advised that in their view, these pipes have no impact on the tenant's

	enjoyment of the property.
➤ Electricity continues to trip	They advised that the refurbishment of the property had been completed approximately 12 months ago and to enable the Completion Certificate to be issued by the local authority their electrical contractor had issued an electrical compliance certificate. As far as they were concerned the electrical systems were still in good working order. They did advise the committee that two weeks after the tenant took entry to the property she had reported that a number of the light bulbs were tripping. At that time the landlords had arranged for their electrician to inspect the electrical systems and he had confirmed that they were in proper working order.
➤ Fuse box inaccessible	They advised that the fuse box had been installed by Scottish Hydro Electric and complied with building control standards.
➤ Washing Machine faulty	They advised that the washing machine had been replaced approximately three months ago under guarantee.
➤ Kitchen cupboards ill fitting	They advised that the fitted kitchen was installed approximately one year ago. A similar kitchen had been installed in the neighbouring property and the tenant of that property had not intimated any problems with the quality of the installation of the kitchen units. They showed the committee a photograph of the kitchen which was taken on 4 <sup>th</sup> November 2007. The doors of the kitchen units were in place at that time.
➤ Freezer faulty	They had no comments to make.
➤ Heating system poor	They advised that the heating system had been installed approximately one year ago and they were unaware of any problems with it. They explained that the heating was operational when they inspected the property in November 2007.
➤ Windows leaking	They advised that the windows were installed approximately one year ago. They suspected that the tenant was not using them properly.
➤ Guttering incomplete	They advised that the guttering had been repaired.
➤ Shower rail badly fitted	They suspected that the shower curtain rail had been damaged as a result of the way the tenant had used it.
➤ Curtains damaged	They advised that the staining to the curtains in the bedroom occurred before the slate repair had been carried out.
➤ Window fixings broken in several windows	They were unaware of this.
➤ Obnoxious odour in master bedroom	They confirmed that the odour had gone.

They separately advised that there was a hardwired smoke detector system in the property.

## **5. WRITTEN DOCUMENTS SUBMITTED BY THE PARTIES**

The committee had the following documents before them:-

- A copy of the application form completed by the tenant.
- A copy of the lease between the parties.
- Copy correspondence between the parties.

## **6. THE DECISION**

The committee considered the submissions of the parties, their observations at the inspection and the documents submitted. They were satisfied that the tenant had intimated the required works to the landlords, as required by section 22(3) of the Housing (Scotland) (Act) 2006.

They considered each of the tenant's required works and whether they breached the repairing standard specified in section 13 of the Housing (Scotland) Act 2006. They determined as follows:-

➤ Dampness in Master Bedroom.	The evidence of dampness visible was historic. There was no evidence of an ongoing problem. The property was wind and water tight (Section 13(1)(a)) and therefore there was no breach of the repairing standard.
➤ Roof tiles loose	The tiles had been replaced. The property was wind and water tight (Section 13(1)(a)) and therefore there was no breach of the repairing standard.
➤ Exposed external pipes	The committee accepted that the external pipes were unattractive, however they were not pipes pertaining to the property and therefore there was no breach of the repairing standard.
➤ Electricity continues to trip	There was no evidence that the electrical systems were not in a reasonable state of repair and in proper working order (section 13(1)(c)) and therefore there was no breach of the repairing standard.
➤ Fuse box inaccessible	The location of the fuse box did not breach the terms of section 13(1)(c) which requires the electrical systems to be in a reasonable state of repair and in proper working order and therefore there was no breach of the repairing standard.
➤ Washing Machine faulty	The machine had been replaced and was in proper working order (section 13(1)(d)) and therefore there was no breach of the repairing standard.
➤ Kitchen cupboards ill fitting	The kitchen units appeared to be in a reasonable state of repair and in proper working order (section 13(1)(d)) at the time of the landlord's

	inspection in November 2007. They acknowledged that the door of one of the wall units was not hinged in position and was lying against a base unit. However they were not satisfied that this was due to the units being in a poor state of repair. There was no breach of the repairing standard.
➤ Freezer faulty	The committee had observed frost in the freezer compartment of the fridge and concluded that the fridge freezer was in a reasonable state of repair and in proper working order (Section 13(1)(d)) and therefore there was no breach of the repairing standard.
➤ Heating system poor	The committee observed that the property was warm and the heating was in a reasonable state of repair and in proper working order (section 13(1)(c)) and therefore there was no breach of the repairing standard.
➤ Windows leaking	The committee determined that the windows in the kitchen and the master bedroom were not in proper working order as the open, closing and locking mechanisms were not working properly and therefore did not comply with the repairing standard.
➤ Guttering incomplete	The guttering had been repaired and was in proper working order (section 13(1)(b)) therefore there was no breach of the repairing standard.
➤ Shower rail badly fitted	The committee determined that the rail for the shower curtain was broken and not working properly and therefore was in breach of the repairing standard (section 13(1)(d)).
➤ Curtains damaged	The curtains were capable of being used safely for the purpose for which they were designed (Section 13(e)) therefore there was no breach of the repairing standard.
➤ Window fixings broken in several windows	The committee determined that the windows in the kitchen and the master bedroom were not in proper working order, for the reasons already stated, and therefore did not comply with the repairing standard.
➤ Obnoxious odour in master bedroom	The odour had gone. There was no breach of the repairing standard.

Accordingly the committee makes the following repairing standard enforcement order and requires the landlord to carry out the following works within the times stated:-

The landlords shall:-

- (1) Repair the shower curtain rail in the bathroom such that it is properly and securely fixed and in proper working order within six weeks of the date hereof.

(2) Repair the kitchen windows and the windows in the master bedroom such that the opening, closing and locking mechanisms are in proper working order within six weeks of the date hereof.

In reaching this decision the committee have had regard to all the considerations required to be taken into account in terms of the Housing (Scotland) Act 2006.

#### **7. 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 this decision.

#### **8. 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 .

..... **J Taylor** .....

Chairperson, 18<sup>th</sup> December 2007