



## Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

Reference Number:- PRHP/RP/16/0106

**Re: Property at Flat 2/1a, 1 Copland Place, Glasgow, G51 2RS, all as more particularly described in and registered in Land Certificate GLA148748 (hereinafter referred to as “the property”).**

### **The Parties:-**

**Mr. Jonathon Gillies (“the Tenant”)**

**Mr. Gordon Henry Alexander Cooley and Ms. Denise Elizabeth Cooley, 60 Parkmanor Avenue, Glasgow, G53 7ZD (“the Landlords”)**

### **NOTICE TO**

**Mr. Gordon Henry Alexander Cooley and Ms. Denise Elizabeth Cooley, 60 Parkmanor Avenue, Glasgow, G53 7ZD (“the Landlords”)**

Whereas in terms of their decision dated 13 June 2016, the Private Rented Housing Committee determined that the Landlords have failed to comply with the duty imposed by Section 14 (1) (b) of the Housing (Scotland) Act 2006 (“the Act”) and in particular the Landlords have failed to ensure that: the house is wind and watertight and in all other respects fit for human habitation, the structure and exterior of the house are in a reasonable state of repair and in proper working order, 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, that that the fixtures, fittings and appliances provided by the Landlords under the tenancy are in a reasonable state of repair and in proper working order and that the house does not have satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health.

The Private Rented Housing Committee now requires the Landlords 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 Landlords:-

- (a) To repair the roof and any structure located thereon to ensure that the property is wind and watertight and to provide proof to the Committee that these repairs having been carried out.
- (b) To redecorate and reinstate the ceiling of the living room.
- (c) To provide to the Committee a report from a competent window installer or specialist addressing whether or not all of the seals around all of the windows are adequate and perform satisfactorily ensuring that the property is wind and watertight and, if not, to undertake such repair or replacement as may be identified by such report and to provide proof of any works required to the Committee.
- (d) To provide to the Committee a report from a suitably qualified plumber addressing the lack of function of the shower, to provide an Electrical Installation Condition Report, in particular addressing the electrical supply and connection to the shower and to undertake such works to the shower, plumbing and electrics as necessary to ensure that the shower functions properly and safely.
- (e) To install a carbon monoxide detector in the kitchen area and to provide to the Committee proof that this has been so installed.

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.

**Please note that in terms of Section 28(1) of the Act, a landlord who, without reasonable excuse, fails to comply with an RSEO commits an offence liable on summary conviction to a fine not exceeding level 3 on the standard scale. A landlord (and that includes any landlord's successor in title) also commits an offence if he or she enters into a tenancy or occupancy arrangement in relation to a house at any time during which an RSEO has effect in relations to the house. This is in terms of Section 28(5) of the Act.**

In witness whereof these presents type written on this page and the preceding page are executed by Patricia Anne Pryce, Chairperson of the Private Rented Housing Committee at Glasgow 13 June 2016 before this witness:-

Signed **P Pryce**  
Patricia Anne Pryce, Chairperson

Date 13 June 2016

Witness **N Pryce**  
Name NICHOLAS PRYCE  
Address 55 BLYTHSWOOD ST, GLASGOW  
Occupation ACCOUNTANT



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

**Reference Number: PRHP/RP/16/0106**

**Re: Property at Flat 2/1a, 1 Copland Place, Glasgow, G51 2RS (“the Property”)**

**The Parties:-**

**Mr Jonathon Gillies (“the Tenant”)**

**Mr Gordon Henry Alexander Cooley and Ms Denise Elizabeth Cooley, 60  
Parkmanor Avenue, Glasgow, G53 7ZD (“the Landlords”)**

**Decision**

The Committee, having made such enquiries as it saw fit for the purpose of determining whether the Landlords have complied with the duty imposed by Section 14 (1) (b) of the Housing (Scotland) Act 2006 (“the Act”) in relation to the property concerned and, taking account of the evidence submitted by the Tenant and the application by the Tenant, determined that the Landlords have failed to comply with the duty imposed by Section 14 (1) (b) of the Act.

**The Committee consisted of:-**

<b>Patricia Anne Pryce</b>	<b>-</b>	<b>Chairperson</b>
<b>Kingsley Bruce</b>	<b>-</b>	<b>Surveyor Member</b>

**Background**

- 1. By application comprising of all documents received between 18 March 2016 and 7 April 2016, from the Tenant, the Tenant applied to the Private Rented Housing Panel for a determination as to whether the Landlords had failed to comply with the duties imposed by Section 14 (1) (b) of the Act.**

2. The application by the Tenant stated that the Tenant considered that the Landlords had failed to comply with their duty to ensure that the property meets the repairing standard and the Tenant brought forward the following breaches:-

That there was water leaking into the living room through the ceiling when raining.

That there was dampness in the living room due to water ingress.

That a common roof repair is required due to the water leaking.

That the shower is not working safely and that there are water pressure problems and plumbing problems causing the shower to go cold and not reheat.

That there is no carbon monoxide detection.

That the windows are not wind tight.

The Tenant considers that the Landlords are in breach of their duties under the Housing(Scotland) Act 2006 in relation to the repairing standard and in particular that the Landlords have failed to ensure:-

(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.

(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.

(v) The house has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health.

3. By Minute dated 8 April 2016 the President of the Private Rented Housing Panel intimated a decision to refer the application under Section 23(1) of the Act to a Private Rented Housing Committee.
4. On 22 April 2016, the Private Rented Housing Committee (“the Committee”) wrote to the Landlords to advise that the Committee intended to inspect the property on 1 June 2016 at 10.30 hours. The letter further confirmed that a Hearing had been arranged in relation to the application, which Hearing would be held in Wellington House, 134-136 Wellington Street, Glasgow, G2 2XL commencing at 15.00 hours. Finally, the letter confirmed that any written submissions had to be received by the Committee by 13 May 2016.

### **The Inspection**

5. On 1 June 2016, the Committee attended at the property for the purposes of inspection of the property. The Tenant was present along

with the Tenant's sister who also resides at the property. The Landlords did not attend the inspection.

At the inspection on 1 June 2016, the Committee noted the following points:-

- (a) The property comprises a three apartment second floor flat in a traditional blonde sandstone tenement. It is situated in the Ibrox area of Glasgow. The property is estimated to be in excess of 100 years old.
- (b) The accommodation comprises all on one level an entrance vestibule, a hallway, two bedrooms, an open plan living and kitchen area and an internal bathroom.
- (c) On entering the vestibule, there is a door to the left hand side which is the entrance door to another flatted dwelling house which is located above the property and which appears to have been built into the roof space of the tenement.
- (d) The ceiling in the living room is stained as a result of water ingress which appears to be locate directly beneath the dormer window which is located in the roof above the property.
- (e) There is no carbon monoxide detector located in the property.
- (f) The shower is an electric shower which is located over the bath. The Committee tested the shower and noted that it did not function properly. The shower overheated and ran water at a scalding temperature and then ran cold. The water pressure in the shower dropped when the tap in the basin of the bathroom was turned on. The electrics of the property were also apparently affected when the shower was turned on.
- (g) The windows in the property are estimated to be around six years old. The seal around the opening casements appeared to be compressed. The Tenant complained that if there was any wind at all the noise emanating from the windows was so bad that he could not sleep even with ear plugs in his ears. The Tenant's sister confirmed that there was an issue with noise emanating from all of the windows of the property if there was even the slightest breeze.

The surveyor member of the Committee took several photographs which form the Schedule attached to this decision.

### **The Hearing**

6. The Tenant attended the hearing. The Landlords did not attend the hearing nor were they represented at the hearing.

The Tenant confirmed that his full name was Roderick Jonathan Gillies but that he was known as Jonathan Gillies. He advised that he was employed as a community gardener.

The Tenant confirmed that he lived in the property with his girlfriend and his sister. He confirmed that the rent for the property was £495 per

calendar month. He confirmed that they had lived in the property since October 2015.

The Tenant advised that there is an issue with the adequacy of the water supply to the shower and that the shower does not function properly.

The Tenant advised that the roof leaks when there is heavy rain.

Despite the fact that the inspection took place during an unusually warm and dry day, the Committee noted that there was extensive staining on the ceiling of the living room due to water ingress.

The Tenant advised that he was concerned about the shower affecting the electrics in the property. As a result, the Tenant advised that he had asked the Landlords for a copy of the Electrical Certificate ("the Electrical Installation Condition Report"). The Tenant advised that the Landlords refused to provide him with this and told him that he had no right to see it.

The Tenant brought the Gas Safety Certificate ("GSC") dated 2 March 2016 to the hearing and provided this to the Committee.

The Committee was concerned to note that the engineer who had carried out the gas safety check and had signed the GSC had indicated that there was a carbon monoxide detector within the property, that the detector was in date and that he had tested the function of the detector. As noted above, there was no detector in the property.

The Committee took it upon itself to carry out further investigation and noted that, while the engineer's business was registered with Gas Safe, the engineer's own personal number was not recognised by Gas Safe.

The Tenant advised that he was provided with the GSC in March 2016.

The Tenant confirmed that they had suffered problems with the property since November 2015 and that he had advised the Landlords of these problems but that the Landlords denied that there were any issues with the property. The Tenant complained that the male Landlord had become very aggressive towards the Tenant when he complained.

The Committee found the Tenant to be credible, honest and straightforward when giving evidence. He made no attempt to embellish or exaggerate and was very matter of fact. The Committee had no hesitation in believing the Tenant.

Given all of the circumstances, the Committee is satisfied that the property is not wind and watertight and in all other aspects reasonably

fit for human habitation as a result of water ingress emanating from the roof into the ceiling of the living room together with excess noise emanating from the windows of the property in times of even the slightest breeze, which the Committee could not attribute to other structural elements. The Committee is satisfied that the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are not in a reasonable state of repair and in proper working order as a result of the lack of proper working order of the shower as a result of the problems with the lack of water pressure and faulty electrics. The Committee is satisfied that the fixtures, fittings and appliances provided by the Landlords under the tenancy are not in a reasonable state of repair and in proper working order as a result of the poor and unsafe function of the shower. The Committee is satisfied that the house does not have satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health.

### **Decision**

7. The Committee accordingly determines that the Landlords have failed to comply with the duty imposed by Section 14 (1) (b) of the Act. The Committee proceeded to make a Repairing Standard Enforcement Order as required by Section 24 (1) of the Act.
8. The decision of the Committee was unanimous.
9. The Private Rented Housing Committee require the Landlords to carry out such works as are necessary to ensure that the property meets the Repairing Standard.
10. The Committee considered that it would be reasonable to allow a period of 28 days from the date of the RSEO to carry out these works.

### **Reasons for Decision**

11. The Committee considers that the Landlords have had sufficient time to carry out the outstanding repairs.

The Committee considers that the Landlords have failed in their duty under Section 14(1)(b) of the Act and have not complied with the repairing standard in terms of Section 13 (1) (a) of that Act.



## **Observations**

The Committee notes that it was a dry, sunny and still day when the inspection took place. However, the Committee noted that both the Tenant and his sister were consistent in their complaints about the noise emanating from the windows when there was even the slightest breeze. This was not challenged by the Landlords and the seals around the windows are compressed which could cause high pitched noise during windy weather.

The Committee was concerned that the Gas Safety Certificate confirmed the existence and proper working of a carbon monoxide detector which did not exist. Furthermore, the Committee was concerned that the Gas Safe registration number did not appear to be recognised with Gas Safe. The Committee recommends that the Private Rented Housing Panel Administration report this matter for further investigation to Gas Safe.

## **Right of Appeal**

12. 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**

13. 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

Patricia Anne Pryce

  
**P Pryce**

Date 13 June 2016

**Schedule of Photographs**

**1 Copland Place, Glasgow, G51 2RS**

**Ref no.: PRHP/RP/16/0106**

**Inspection/Hearing: 1 June 2016**

**Content:**

1,2 Showing water damage to ceiling

3,4 Showing exterior of building

5,6 Showing detail of windows









