

## **Repairing Standard Enforcement Order**

### **Ordered by the Private Rented Housing Committee**

**Case reference number : PRHP/G41/89/10**

Re:- Property at Flat 2/2, 253 Albert Drive, Glasgow, G41 2RN ("**the property**")

#### **The Parties:-**

Mr Idris Asanai Mekal, residing at Flat 2/2, 253 Albert Drive, Glasgow, G41 2RN represented by his agent Mr Sunny Kang of Positive Action in Housing, 98 West George Street, Glasgow, G2 1PJ ("**the tenant**")

**and**

Mr Bobby Singh, residing at 1 Alder Road, Mansewood, Glasgow, G43 2UY ("**the landlord**")

#### **Notice to Bobby Singh**

Whereas in terms of the decision dated 6 September 2010 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 landlord had failed to ensure that:-

- (a) the house is wind and watertight and in all respects reasonably fit for human habitation
- (b) 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
- (c) the fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order

The Private Rented Housing Committee now requires the landlord 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 landlord to carry out the following works:-

- to carry out appropriate repairs to the roof of the property to make the property wind and water tight;
- to repair the ceilings within bedroom numbers 2, 3 and 4 to restore them to proper condition; and
- to repair the broken floor boards within bedroom 3 of the property

The Private Rented Housing Committee orders that the works specified in this order must be carried out within two months 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.

**J Bauld**  
Signed ..  
James Bauld, Chairperson

Date .. 6 September 2010

**G Williams**  
Signature of Witness ..

Date .. 6/9/10

Name: Gillian Williams

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

Case Reference Number: PRHP/G41/89/10

Re:- Property at Flat 2/2, 253 Albert Drive, Glasgow, G41 2RN ("**the property**")

Land Register Title Number:- **GLA43995**

The Parties:-

Mr Idris Asanai Mekal, residing at Flat 2/2, 253 Albert Drive, Glasgow, G41 2RN represented by his agent Mr Sunny Kang of Positive Action in Housing, 98 West George Street, Glasgow, G2 1PJ ("**the tenant**")

And

Mr Bobby Singh, residing at 1 Alder Road, Mansewood, Glasgow, G43 2UY ("**the landlord**")

#### **The Committee comprised:-**

Mr James Bauld	- Chairperson
Mr Alan English	- Surveyor member
Mr Tom Keenan	- Housing member

#### **Decision**

The Committee having made such enquiries as it saw fit for the purposes of determining whether the landlord had complied with the duty imposed by Section 14(1) (b) of the Housing (Scotland) Act 2006 ("the 2006 Act") in relation to the property and taking account of the evidence led at the hearing unanimously determined that the landlord had failed to comply with the duty imposed by Section 14(1) (b) of the said 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 1 June 2010, the tenant applied to the Private Rented Housing Panel ("PRHP") for a determination of whether the landlord had failed to comply with the duties imposed by Section 14 (1) (b) of the 2006 Act.
2. The application made by the tenant 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 water tight and in all respects reasonably fit for human habitation;

- (b) the structure and exterior of the house (including drains, gutters and external pipes) were in a reasonable state of repair and in proper working order; and
  - (c) the fixtures, fittings and appliances provided by the landlord under the tenancy were in a reasonable state of repair and in proper working order.
3. By letter dated 28<sup>th</sup> June 2010 the President of the Private Rented Housing Panel intimated the decision to refer the application under Section 22 (1) of the 2006 Act to a Private Rented Housing Committee ("the Committee").
  4. The Private Rented Housing Committee served notice of referral under and in terms of Schedule 2, Paragraph 1 of the 2006 Act upon both the landlord and the tenant.
  5. Following service of the notice of referral the tenant's representative wrote to the Private Rented Housing Panel on 26<sup>th</sup> July 2010 enclosing copy of a Strathclyde Fire & Rescue incident report. The landlord made no written representation to the Committee.
  6. The Private Rented Housing Committee inspected the property on the morning of 27<sup>th</sup> August 2010. The tenant and his representative were present during the inspection. The landlord was neither present nor represented during the inspection.
  7. Following the inspection of the property, the Private Rented Housing Committee held a hearing at the offices of the PRHP in West George Street in Glasgow. At that hearing the tenant was in attendance together with his representative. The landlord was neither present nor represented at the hearing.

#### **Summary of Issues**

8. The issues complained of by the tenant in the application before the Committee consisted of complaints that the roof of the building was leaking and that this had caused internal damage to several rooms within the property. The tenant complained that several ceilings within the property required repair. The tenant also indicated that further damage had been caused to the property by a fire in the flat below which had led to damage to floor boards in one of the rooms of the property. In the application to the Committee the tenant also complained that there were problems with the wiring and the central heating within the property.
9. During the course of the inspection and the hearing, the tenant and his representative accepted that the wiring and central heating had been repaired. The only matters which remained outstanding were the issues of disrepair to the roof of the property which was allowing water ingress and internal damage to the ceilings within the property and to the floor of one of the bedrooms caused by the fire in the flat below and the actions taken to deal with that fire by the Strathclyde Fire Service.

#### **The Hearing**

10. At the hearing the Committee questioned the tenant's representative and the tenant on the matters which remained outstanding. The tenant indicated that he had consistently reported the problem with the roof to his landlord and that no repairs had been done. The tenant complained that within three of the bedrooms in the property there had been damage caused to the internal ceilings which had either caused wallpaper to peel away from the ceiling for the ceiling itself to completely collapse exposing the support structures. The tenant indicated that his landlord had made various promises to fix the property but had never carried any repairs out. The tenant indicated that he was withholding rent pending repairs being carried out by his landlord.

#### **Findings of Fact**

11. Having considered all the evidence the Committee found the following facts to be established:-

- (a) The property consists of a second floor flat in a three storey tenement building. The tenement building is approximately 130 years old. The tenement is of sandstone construction with a slate roof. The flat consists of a hall, 5 bedrooms, living room, kitchen, bathroom and separate wet shower room. On entering the flat through the main front door, the entrance to the first bedroom is on the left. That bedroom has a window which overlooks Albert Drive. Proceeding in a clockwise direction from that bedroom there is then a second bedroom which has windows overlooking both Albert Drive and Herriot Street, a third bedroom with a window overlooking Herriot Street, the bathroom, the fourth bedroom with a window overlooking Herriot Street and the sitting room, again with a window overlooking Herriot Street. Proceeding clockwise from the sitting room is the entrance to the wet shower room which has no external window and then the fifth bedroom and the kitchen which both have windows overlooking the back lane. For the purposes of this decision, the bedrooms will be numbered consecutively from 1 to 5 starting with the first bedroom on the left as you enter the flat and proceeding in a clockwise direction to the fifth bedroom which overlooks the rear of the property.
- (b) Within bedroom number 2 the ceiling showed substantial signs of disrepair with wallpaper missing and plaster missing.
- (c) Within bedroom 3 there was further evidence of the ceiling having collapsed, again with wallpaper and plasterwork missing from the ceiling and the ceiling being completely exposed in one area. Additionally in this bedroom the floor boards near the radiator were broken and in one part missing.
- (d) In bedroom number 4 wallpaper was hanging from the ceiling.
- (e) Each of these bedrooms was in a state of disrepair and in the view of the Committee were not fit for human habitation. The damage to the floor boards in bedroom 3 presented a tripping hazard to anyone entering the room and also rendered that room unfit for human habitation.

### **Reasons for Decision**

12. The Committee considered the issues set out above and reached the following conclusions:-
- The evidence of the ceiling collapses in bedrooms 2, 3 and 4 indicated that the property was not water tight and the Committee were satisfied this area constituted a clear breach of Section 13 (1) (a) of the 2006 Act.
  - The evidence of the damage to the floor boards within bedroom 3 indicated that the property was not in all respects reasonably fit for human habitation and further indicated that the property was not in a reasonable state of repair. This was also a clear breach of Section 13 (1) (a) of the 2006 Act.

The Committee determined that all of the above matters required to be attended to before the house could be said to meet the repairing standard. The Committee did not consider that there was any active damp within bedroom number 5 of the property. They did not consider there was any evidence within this room that this particular bedroom failed to meet the repairing standard.

13. The decision of the Committee was unanimous.

### **Rights of Appeal**

14. 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.

15. 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**

16. 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.
17. 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 6 September 2010

Signature of Witness ... **G Williams**

Date 6/9/10

Name: Gillian Williams

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

Designation: Senior Court Administrator