



## **Notice of a Decision to Vary a Repairing Standard Enforcement Order**

**Ordered by the Private Rented Housing Committee**

**Case Reference Number: PRHP/RP/15/0339**

**Re: All and whole the flat 3/2, 108 Dundrennan Road, Glasgow, G42 9SH, being part and portion of the tenement of houses at the block known as 108 Dundrennan Road, aforesaid, all as more particularly described in the Disposition by the Trustees of John Thom with consent of Nevis Property Company Limited, to Abbey National Building Society, dated, 7, 10 and 12 March and recorded in the Division of the General Register of Sasines for the County of Glasgow on 27 March, all nineteen hundred and fifty two (4600/132) ("the property")**

### **The Parties:-**

**Mr David Clelland, residing at the property ("the tenant")**

**York and District Investment Company Limited, having its registered office at 137 Scalby Road, Scarborough, North Yorkshire, YO12 6TB, a subsidiary company of Broadland Properties Limited which is related to Nevis Property Company Limited, having its registered office at 56 George Street, Edinburgh EH2 2LR, also a subsidiary company of Broadland Properties Limited, the title to the property remaining in the name of the said Nevis Property Company Limited ("the landlord")**

### **Repairing Standard Enforcement Order Against:**

**York and District Investment Company Limited (the landlord)**

The Private Rented Housing Committee, having determined on 26 July 2016 that the Repairing Standard Enforcement Order relative to the property issued on 16 March 2016 should be varied, the committee hereby varies the Repairing Standard Enforcement Order to the effect that the period allowed for the completion of the

works required by the Repairing Standard Enforcement Order is extended until 26 October 2016.

### Rights of Appeal

1. 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.
2. The appropriate respondent in such appeal proceedings is the other party to the proceedings and not the panel or the committee which made the decision.

### Effects of Section 63

3. 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. 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.

IN WITNESS WHEREOF these presents typewritten on this and the preceding page are signed by Sarah Frances O'Neill, Chairperson of the Private Rented Housing Committee, at Glasgow on the 26<sup>th</sup> day of July Two Thousand and Sixteen before this witness: -

**S O'Neill**

Chairperson

**G Cusick**

Witness

GARY CUSICK name in full

PRHP SCOTLAND Address

GLASGOW

CASEWORKER Occupation



## **Determination of the Private Rented Housing Committee**

**Statement of decision of the Private Rented Housing Committee under Section 25 of the Housing (Scotland) Act 2006**

**Case Reference Number: PRHP/RP/15/0339**

**Re: All and whole the flat 3/2, 108 Dundrennan Road, Glasgow, G42 9SH, being part and portion of the tenement of houses at the block known as 108 Dundrennan Road, aforesaid, all as more particularly described in the Disposition by the Trustees of John Thom with consent of Nevis Property Company Limited, to Abbey National Building Society, dated, 7, 10 and 12 March and recorded in the Division of the General Register of Sasines for the County of Glasgow on 27 March, all nineteen hundred and fifty two (4600/132) ("the property")**

**The Parties:-**

**Mr David Clelland, residing at the property ("the tenant")**

**York and District Investment Company Limited, having its registered office at 137 Scalby Road, Scarborough, North Yorkshire, YO12 6TB, a subsidiary company of Broadland Properties Limited which is related to Nevis Property Company Limited, having its registered office at 56 George Street, Edinburgh EH2 2LR, also a subsidiary company of Broadland Properties Limited, the title to the property remaining in the name of the said Nevis Property Company Limited ("the landlord")**

**The committee: – Sarah O'Neill (Chairperson); Carol Jones (Surveyor Member)**

### **Background**

1. The Private Rented Housing Committee ('the committee') issued a decision on 16 March 2016 requiring the landlord to comply with the Repairing Standard Enforcement Order (RSEO) relative to the property issued by the committee on the same date. The RSEO required the landlord to:

1. Replace all windows throughout the property, in order to ensure that the property is wind and watertight and in all other respects reasonably fit for human habitation.
2. Engage a suitably qualified and registered electrical contractor to repair or replace as necessary the immersion heater within the property, in order to ensure that the installation for heating water is in a reasonable state of repair and in proper working order.
3. Repair or replace the right hand window on the landing between the second and third floors of the tenement as necessary to ensure that it is in a reasonable state of repair and proper working order, and in particular to stop any water ingress when it rains.
4. Repair or replace the ceiling above the window on the landing between the first and second floors of the tenement as necessary to ensure that it is safe, and is in a reasonable state of repair and in proper working order.

The committee ordered that the works specified in the order must be carried out and completed within the period of four weeks from the date of service of the RSEO.

2. On 25 April, an email was received from the tenant and Mrs Clelland, confirming that items 1 and 2 set out in the RSEO had been completed, but that items 3 and 4 had not yet been completed. On 12 May 2016, the surveyor member of the committee re-inspected the property. Her re-inspection report is attached to this decision for information. She found that items 1 and 2 in the RSEO had been completed, but that items 3 and 4, which are communal repairs, remained outstanding.
3. On 9 June, a response to the re-inspection report was received from the tenant and his wife, stating that they agreed with the report, and confirming that items 3 and 4 remained outstanding. No response was received from the landlord or its agent until 13 July, when an email was received from Mr Richard Taylor, solicitor with the Edzell Property Management, the landlord's agent. He confirmed that the common repairs remained outstanding. He stated that he had been in contact with the property factor, and it had been agreed that they would assist Edzell with progressing matters. He stated that the property factor had instructed joiners to establish whether the common window could be economically repaired. He also noted that the property factor would require to contact other homeowners within the tenement regarding the repairs, and obtain their consent.

4. While the committee appreciates that the outstanding matters are common repairs issues, it notes that some months have passed since the RSEO was issued, and that it would have expected matters with the property factor to have progressed further by this stage. The committee also notes that the surveyor's re-inspection report of 12 May 2016, which has not been contested by Edzell, notes that Mr Taylor told her that Edzell's own in house maintenance team would carry out the necessary work and attempt to recoup the cost from all owners, and that he expected the work to be carried out in the next month.
5. It also notes that, as stated in its original decision, the landlord has a duty to comply with the repairing standard in relation to these matters, regardless of the fact that others share the responsibility to carry out and pay for common repairs. While the landlord is entitled to pursue the other owners in the tenement to pay for their share of the repairs, this is a matter for the landlord and does not affect its legal responsibility to ensure that the property meets the repairing standard.
6. Having considered the information received from the landlord's agent, the committee considers that in all the circumstances, it would be reasonable to vary the RSEO to allow a further period for the completion of the works required. The committee takes the view that it is important that the works are completed before the winter. It accordingly varies the RSEO to extend the period for the completion of the works for a further three months from the date of this decision, that date being **26 October 2016**.

### **Rights of Appeal**

1. 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.
2. The appropriate respondent in such appeal proceedings is the other party to the proceedings and not the panel or the committee which made the decision.

### **Effects of Section 63**

3. 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. 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... **S O'Neill** .....

Date... 26/7/16 .....

Chairperson