



## **Rent Relief Order**

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

Property at 275 Southbrae Drive, Jordanhill, Glasgow, G13 1TR ("**the property**")

LAND REGISTER NO: GLA185045

The Parties:-

Mr Iqbal Sheikh, residing at 275 Southbrae Drive, Jordanhill, Glasgow, G13 1TR ("**the tenant**")

And

Mr Vikas Sud and Mrs Shamly Sud, residing at Belmont House, 198 Nithsdale Road, Pollokshields, Glasgow, G41 5EU ("**the landlords**")

**NOTICE TO MR VIKAS SUD AND MRS SHAMLY SUD**, Belmont House, 198 Nithsdale Road, Pollokshields, Glasgow, G41 5EU

In terms of their decision dated 17 October 2014, the Private Rented Housing Committee ("the Committee") determined in terms of Section 26(1) of the Housing (Scotland) Act 2006 ("the Act") that the Landlord has failed to comply with the Repairing Standard Enforcement Order in relation to the house made by the Committee.

The Committee determined to make a Rent Relief Order in terms of Section 27 of the said Act reducing the rent payable under the tenancy for the house by an amount of 20% of the monthly rent (being £160.00 per calendar month of the current monthly rent of £800) which would, but for the order, be payable. The rent reduction will take effect 28 days after the last date on which the decision to make the Rent Relief Order may be appealed under Section 64 of the said Act.

**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. Where the appeal is abandoned or finally determined by confirming the decision, the Rent Relief Order will take effect 28 days after the date on which the appeal is abandoned or the decision is confirmed.

.....  
James Bauld, Chairperson  
Private Rented Housing Committee

Date ..17 October 2014

Signature of Witness....

Date..17 October 2014

Name: NATALIE WALKER

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 25(1) of the Housing (Scotland) Act 2006**

**Case Reference Number: PRHP/RP/13/0021**

Re:- Property at 275 Southbrae Drive, Jordanhill, Glasgow, G13 1TR (“**the property**”)

LAND REGISTER NO: GLA185045

The Parties:-

Mr Iqbal Sheikh, residing at 275 Southbrae Drive, Jordanhill, Glasgow, G13 1TR (“**the tenant**”)

And

Mr Vikas Sud and Mrs Shamly Sud, residing at Belmont House, 198 Nithsdale Road, Pollokshields, Glasgow, G41 5EU (“**the landlords**”)

**The Committee comprised:-**

Mr James Bauld	- Chairperson
Mr Michael Links	- Surveyor member
Mr Chris Harvey	- Housing member

**Background:-**

1. On 4<sup>th</sup> September 2013 the Committee issued a determination which decided that the landlord had failed to comply with the duties imposed by Section 14(1) of the Housing (Scotland) Act 2006 (“the 2006 Act”). On the same date the Committee issued a Repairing Standard Enforcement Order (RSEO) in respect of the property.
2. Subsequent to that decision and the issuing of the RSEO, the committee issued a further determination on 3 February 2014 varying the RSEO to remove certain elements of the works required in terms of the RSEO. The committee reiterated that certain works in the

RSEO were still outstanding and required the landlord to carry them out within a further period of time.

3. Pursuant to the issue of the decision to vary the RSEO a further re-inspection of the property was carried out by the surveyor member of the committee. The surveyor member re-inspected the property on 10<sup>th</sup> April 2014. He prepared a re-inspection report which was then sent to both the landlord and the tenant.
4. Each of the parties replied to this report. The tenant in his response indicated that the landlord had still failed to carry out the works and he wished the committee to make a Rent Relief Order. The landlord in their response indicated that the tenant had refused access to allow works to be carried out and that attempts by their contractor to attend at the property had been prevented by the tenant. The committee accordingly decided that they would require to carry out a further re-inspection and hearing in respect of this matter. Notification was sent to all parties that a further inspection and hearing would take place on 10<sup>th</sup> September 2014 at 2 pm. The committee members attended at the property on that date at that time.
5. The tenant was present during the re-inspection. Mrs Shamly Sud, one of the landlords was also present and was accompanied by two persons who she indicated were her contractors. The committee inspected the works which were still outstanding, namely the works required to rectify the causes of mould and condensation within the living room and front bedroom and the removal of the fallen tree in the back garden. During the course of the inspection the committee noted various comments made by both the landlord and tenant regarding the works. It was apparent, and seemed to be agreed between the parties, that certain works had been carried out very recently in the property which included the installation of insulation within the loft area. The landlord claimed that there had been some difficulty with obtaining access to the property to effect the outstanding repairs. Some works had also been undertaken to remove part of the fallen tree within the back garden.
6. Having concluded their inspection the committee convened at the hearing which had been set for 3 pm on the date. The tenant attended the hearing. The landlords neither attended nor were represented.
7. At the hearing the committee heard further representations from the tenant. The tenant was asked questions by the surveyor member of the committee with regard to the works which had been carried out within the loft space of the property. He was questioned with regard to the insulation which had been installed. The tenant confirmed that contractors had attended over the course of the last week and had carried out works in the loft space. He was questioned with regard to the lack of signs of dampness which remained within the property and the fact that the damp meter readings had shown that the property appeared to be dry. The tenant accepted that he could not contradict the findings which the committee members had taken at the inspection. He confirmed that he saw the reading on the damp meter.
8. With regard to the fallen tree, the tenant indicated that the tree remained within the garden. He accepted that certain contractors attended in the last week and had removed part of the tree. However significant parts of the fallen tree were still within the back garden.
9. The tenant indicated that the presence of the fallen tree prevented him from the full use of his rear garden. He had regular visitors who included his grandchildren and he was scared to allow them to play in the back garden.
10. The tenant confirmed the current rent was still £800 per month. The tenant also confirmed that a dehumidifier within the property had been removed. He confirmed that it was removed by the contractors with his consent on the basis that it was no longer collecting any moisture. The tenant took the view that he only managed to get works done to this property when he invoked the jurisdiction of the committee.

## Decision

11. The committee carried out a thorough inspection of the property. During their inspection the committee noted that certain insulation works had been carried out within the loft space of the property. The committee also noted that the mould patches which had previously been seen in the living room and bedroom appeared to have been rectified. The surveyor member of the committee carried out damp meter readings which showed that the ceilings were dry. The evidence from the tenant that the dehumidifier had been removed because it was no longer collecting moisture seemed to support the evidence which the committee had found that the property was now generally dry and no longer subject to condensation and mould. Accordingly the committee took the view that the works required in respect of the RSEO in respect of condensation and mould had generally been completed.
12. With regard to the aspect of the RSEO which required the landlord to remove the fallen tree from the garden, it was abundantly clear that this work had not been undertaken. The landlord, during the inspection, had indicated that her contractors had attended at the property in the previous week and had "filled a van" with parts of the fallen tree. However there were still significant parts of the fallen tree remaining within the garden. The committee noted that the original order to remove the fallen tree had been granted in September 2013. The landlord had had more than a year to comply with this aspect of the RSEO and had failed to do so. The committee were surprised to note that the landlord had instructed contractors to attend to carry out these works but that they had only carried out part of the works. There were no problems with obtaining access to the rear garden of the property. The committee took the view that if the contractors had been there with a van and had been able to fill the van they could have carried out further work and further journeys to complete this removal. The committee took the view that the landlord had ample time to carry out this work and that the landlords were simply deliberately ignoring this part of the RSEO which had been made.
13. Accordingly the committee took the view that the landlords' failure to implement all of the works in the RSEO was a breach of the RSEO. In accordance with the relevant provisions of Section 25 of the 2006 Act, the committee required to determine whether a Rent Relief Order should be made.
14. The committee took the view that the works required in the RSEO had been outstanding for over a year. The committee took the view that these works could easily have been completed in that period of time. The committee took the view that the failure to carry out these works was having some impact on the tenant's ability to fully enjoy the property and in particular to fully enjoy the garden. The committee took on board the landlords' view that generally the back garden was not well kept by the tenant but the committee's view was that the landlords' failure to implement the RSEO was significant and had persisted for an unacceptable length of time.
15. In all the circumstances the committee determined that they would make a Rent Relief Order. The committee took the view that the appropriate proportion of rent which should be subject to the Rent Relief Order was 20% of the monthly rent of £800, namely £160 per month. The committee accordingly determined to make a Rent Relief order in those terms.
16. The decision of the Committee was unanimous.

## Rights of Appeal

17. 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.
18. 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**

19. 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.
20. 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.....

James Bauld, Chairperson

Date...17 October 2014

Signature of Witness

Name: NATALIE WALKER

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

Designation: SENIOR COURT ADMINISTRATOR.

Date...17 October 2014