



REPAIRING STANDARD ENFORCEMENT ORDER
Ordered by the Private Rented Housing Committee

RE: Property at 106 Stenhouse Street, Cowdenbeath, Fife, KY4 9DH, as more particularly described in the Disposition in favour of the Landlord recorded 22 June 2007 in the Land Register under Title Number FFE64473 ("the House")

The Parties:

Steven John Penny ("the Tenant")

Mr Chatterpal Singh, 65 Peasehill Gait, Rosyth, Fife, KY11 2BD ("the Landlord")

PRHP REFERENCE PRHP/RP/14/0129

NOTICE TO

Mr Chatterpal Singh, the Landlord

WHEREAS in terms of their decision dated 5 June 2015 the 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 House meets the repairing standard in that:

"(a) the house is wind and water tight and in all other respects reasonably fit for human habitation;
(b) the structure and exterior of the house...are in a reasonable state of repair and in proper working order;
(c) 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; and
(d) any fixtures, fittings and appliances provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed... ""

The Committee now requires the landlord to carry out such work as is necessary for the purposes of ensuring that the House 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 Committee requires the Landlord to:

1. Obtain an expert report from a suitably qualified and certified firm or individual specialising in building works aimed at eliminating damp within residential properties. Said report to detail such works as are necessary to ensure that the House is watertight and in all other respects reasonably fit for human habitation and to follow the recommendations of such a report in full within the time period permitted for compliance with this Order as stated below;
2. Install a dehumidifier and at his own expense to ensure heating and ventilation as are necessary to eliminate all dampness within the House;
3. Replace the weather strips and seals at the threshold of the front door as appropriate to ensure that it is draught proof;
4. Repair the vent on the outside wall at the location of the bathroom and replace the two cracked window panes on that wall;
5. Obtain a Periodic Inspection Report by a "Select" registered electrician covering all installations and appliances within the House and to carry out such works as are necessary to ensure that all such appliances and installations are safe, in accordance with current safety requirements and in proper working order;
6. Install adequate fixed permanent heating in the House to ensure that the kitchen and living area may be adequately heated at a reasonable cost to the tenants there;
7. Repair the insulating jacket on the hot water storage cylinder so that the door to the cylinder housing may be closed properly;
8. Replace the door to the WC and shower area with one that fits the door frame correctly and ensure that the door may close properly;
9. Repair the handle to the living room door so that it may be closed properly;
10. Replace the back-up battery in the mains smoke alarm in the living area and ensure that it functions correctly;
11. On completion of the works, obtain an up to date Energy Performance Certificate and to exhibit both the existing and the new certificates to demonstrate the improvement in the energy performance of the house as a result of the works undertaken.

The Committee orders that the works specified in this Order must be carried out and completed within two calendar months from the date of service of this Notice and for written proof of having done so to be supplied to the Private Rented Housing Panel.

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 the decision.

Where such an appeal is made, the effect of the decision and 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 a 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 a RSEO has effect in relation to the house. This is in terms of Section 28(5) of the Act.

IN WITNESS WHEREOF these presents typewritten on this and the preceding page are signed by Maurice O'Carroll, Chairperson of the Private Rented Housing Committee at Edinburgh on the fifth day of June, Two Thousand and Fifteen in the presence of the undernoted witness:

Chairperson M O'Carroll 

Witness: A Veitch 

Name in full: Andrew Veitch

Occupation: Advocates' Clerk

Witness Address: Advocates' Library, Parliament House, Edinburgh, EH1 1RF



DETERMINATION BY PRIVATE RENTED HOUSING COMMITTEE

**STATEMENT OF DECISION OF THE PRIVATE RENTED HOUSING COMMITTEE
UNDER SECTION 24(1) OF THE HOUSING (SCOTLAND) ACT 2006**

In connection with

Property at 106 Stenhouse Street, Cowdenbeath, Fife, KY4 9DH ("the House")

Steven John Penny ("the Tenant")

Mr Chatterpal Singh, 65 Peasehill Gait, Rosyth, Fife, KY11 2BD ("the Landlord")

PRHP REFERENCE PRHP/RP/14/0129

DECISION

The Committee having made such enquiries as are fit for the purposes of determining whether the Landlord has complied with the duty imposed by section 14(1)(b) of the Housing Scotland Act 2006 ("the Act") in relation to the House, and having taken account of the evidence led at the hearing and of the written documentation attached to the application and submitted by the parties, has made the following decision:

It has determined that the Landlord has failed to comply with the duty imposed by section 14(1)(b) of the Act in terms of section 13(1)(a),(b),(c) and (d) of the Act.

The decision was unanimous.

Background

By application dated 15 May 2014 ("the Application") 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 Act.

By letter dated 20 June 2014, the President of the PRHP intimated a decision to refer the Application under section 23(1) of the Act to a Private Rented Housing Committee ("the Committee").

The Application stated that the Tenant considered that the Landlord had failed to comply with the duty to ensure that the House meets the repairing standard and in particular that the Landlord had failed to ensure compliance with the following paragraphs of section 13(1) of the Act:

- “(a) the house is wind and water tight and in all other respects reasonably fit for human habitation;*
- (b) the structure and exterior of the house...are in a reasonable state of repair and in proper working order;*
- (c) 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; and*
- (d) any fixtures, fittings and appliances provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed... ”*

The Tenant obtained assistance from Frontline Fife Homelessness Services. Having inspected the property, they had sent a letter to the Landlord intimating the defects which required to be rectified on 7 April 2014.

The Tenant vacated the House sometime in November 2014. The Committee decided to continue to determine the application notwithstanding the Tenant's departure in terms of paragraph 7(3) of the Schedule 2 to the Act.

The Committee comprised the following members:

Maurice O'Carroll, Chairperson
David Hughes Hallett, Housing Member
Robert Buchan, Surveyor Member

The Committee first attempted an inspection at 10.30am on 23 January 2015. Despite notice of the inspection having been given, it was unable to gain entry as the Landlord was not present and the House was unoccupied.

The Committee again attempted an inspection at 10.30am on 10 March 2015 where again it was unable to gain entry. A warrant for entry was accordingly then obtained from Dunfermline Sheriff Court on 31 March 2015.

A third inspection was arranged for 27 May 2015 where the Committee was accompanied by Sheriff's officers and a locksmith. The Committee was on that occasion able to gain entry. The Landlord's son, Gurminder Singh attended. In addition, new tenants had taken up occupation and they permitted entry to the Committee. It was therefore unnecessary for entry to be forced to the House.

Following the inspection, the Committee held a hearing at Crossgates, Community Centre at 12.00pm. The Tenant was not present at the hearing. Mr Gurminder Singh attended the hearing unaccompanied. The Committee considered the written evidence submitted by the parties and heard representations from Mr Singh, junior.

Evidence at the Hearing

At the outset of the hearing, the Committee obtained confirmation that Mr Gurminder Singh had authority to represent the interests of the Landlord at the hearing and in relation to the Application. The Committee then discussed the background to the Application.

Following the letter of complaint from Frontline Fife, Mr Singh junior had attempted certain repairs to the House. In particular, he had carried out the following repairs:

- (i) cement had been applied to the front of the house near the front door and below the external staircase in an attempt to prevent water ingress;
- (ii) the leaking tap in the kitchen had been repaired;
- (iii) the immersion heater in the kitchen had been fixed;
- (iv) the heater and wall socket in the kitchen had been secured;
- (v) damp beneath the kitchen sink had been eliminated; and
- (vi) the threshold at the kitchen door had been replaced.

The Committee noted these submissions and discussed the findings of their inspection which are set out below.

Summary of the Issues

The issues to be determined are: whether (1) the House meets the repairing standard as laid down in section 13(1)(a)(b)(c) and (d) of the Act; and therefore (2) whether the Landlord has complied with the duty imposed by section 14 (1)(b).

Findings in Fact

The Committee made the following findings in fact:

The Landlord and the Tenant entered into a Tenancy agreement in respect of the House on 5 September 2013. The lease was initially for six months, but was rolled over until about November 2014 as stated above. The initial rent payable was £300 per calendar month.

The registered owner of the House is Mr Chatterpal Singh by virtue of a disposition in his favour dated 22 June 2007 and his title is recorded in the Land Register under Title Number FFE64473.

The provisions of Chapter 4 of Part I of the Act apply to the tenancy.

The inspection on 29 May 2015 revealed:

- (i) The property is a lower flat forming part of a block of 8 separate properties in total. It is a main door entry at the rear of the property at the foot of a steeply sloping driveway.

- (ii) Immediately above the House are two other flats, one directly above and one to the left which are accessed by means of an external concrete staircase.
- (iii) Given its lower location at the rear of the building block, the House does not benefit from any direct sunlight which has implications in terms of heating and dampness.
- (iv) The House is an L-shaped configuration consisting of two main rooms. Entry through the front door gives directly onto the kitchen area with a WC and shower room off that to the right on entry. To the left is the living room/bedroom area with a small cupboard in the corner housing the electrical consumer units and the electricity meter.
- (v) The internal state of decoration and general order of the House can only be described as squalid and indicative of chronic neglect over a lengthy period of time.
- (vi) Apart from the specific items requiring to be rectified listed below, the floor coverings in the kitchen and WC and the carpet in the living area are filthy and unserviceable. Two disused mattresses were piled against the wall of the living area next to the electrical cupboard at the time of the inspection.
- (vii) The House has significant areas of penetrating damp. As noted above, some work has been done to the exterior of the House but it is inadequate to prevent water ingress. The Landlord has attended to the underside of the external staircase by applying a cement coat. However, rainwater is penetrating from above the external staircase as evidenced by dark patches seen where it adjoined the wall to the upstairs property and the damp meter readings in the interior. The Landlord is required to take additional steps to achieve a permanent solution to the problem. This may involve liaising with the owners or tenants of the upstairs properties or else seeking assistance from the local authority as appropriate.
- (viii) Inside the House, high damp meter readings were recorded at the following locations: inside the front door, threatening the safety of the main light switch to the right of the front door; underneath the kitchen sink, contrary to what was stated at the hearing; to the left hand side of the living room window, on the other side of the kitchen wall and to the right hand side of the living room window, all of which were indicative of continued rain penetration into the House from outside.
- (ix) In addition to dampness caused by rainwater penetration, high damp meter readings were recorded on either side of the fireplace in the living area, particularly near the floor. On the fireplace wall, the wallpaper showed significant bubbling, indicative of damp penetration.
- (x) There are two draught-proofing strips in place at the threshold of the front door. However they are loose and require to be secured or replaced to make the door draught proof.
- (xi) There is a broken vent on the outside wall to the bathroom which could potentially allow vermin to enter and two window panes were observed to be cracked.
- (xii) The electrical installation in the House displays many faults: It is extremely dated and its safety may be in question; In particular, a power point is located very close to the kitchen sink; the problem of damp

occurring next to the light switch in the kitchen has been referred to above. A Periodic Inspection Report covering the whole House is required.

- (xiii) There is no fixed permanent heating in the House except for one storage heater in the kitchen. The living room is heated solely by means of a portable fan heater which is inadequate to provide heating and to dry out the property, once the damp problem has been addressed. It is also an uneconomical means of providing heating. Tenants should be able to heat the property fully and at a reasonable cost.
- (xiv) The hot water storage cylinder located to the corner of the kitchen next to the WC area could not be inspected due to a large plastic insulation jacket which covered it. The jacket was so bulky so as to prevent the door to the cylinder housing from being closed. The open door to the hot water cylinder was at head height presenting a danger of injury and, moreover, conflicted with the door to the WC/shower area off the kitchen.
- (xv) The separate door to the WC/shower area in addition does not fit properly within the door frame and does not close properly.
- (xvi) The handle to the living room door is broken and the door does not close fully.
- (xvii) The House has a mains smoke alarm in the corner of the living area which the Committee confirmed was functional, although the back-up battery housing was protruding from it and empty.

Decision of the Committee and reasons

The Committee was of the view that all of the complaints in relation to paragraphs (a), (b), (c) and (d) of section 13(1) of the Housing (Scotland) Act 2006 should be upheld, given the findings made on inspection and the submissions made at the hearing.

Accordingly, the Committee, considering the terms of section 13(3) of the Act, determined that the Landlord had failed to comply with the duty imposed by section 14(1)(b) of the Act.

The Committee was therefore of the view that it was necessary for it to make a Repairing Standard Enforcement Order in terms of section 24(2) of the Act in relation to those defects.

The decision of the Committee was unanimous.

Although it will not form part of the Repairing Standard Enforcement Order to follow hereon, it is recommended that the floor coverings in the kitchen and WC area and the carpet in the living area are replaced with suitable alternative coverings.

It is also recommended that the disused mattresses within the living area are removed from the House.

Right of Appeal

Section 64 of the Act provides a right of appeal to a landlord or tenant aggrieved by a decision of a private rented housing committee. An appeal may be made to the Sheriff within 21 days of the Landlord or Tenant being informed of the decision.

Where such an appeal is made, the effect of the decision and 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.

M O'Carroll

Maurice O'Carroll
Chairperson

Date: 5 June 2015