



PRIVATE RENTED HOUSING COMMITTEE

STATEMENT OF DECISION OF THE PRIVATE RENTED HOUSING COMMITTEE UNDER SECTION 26(1)) OF THE PRIVATE RENTED HOUSING PANEL (APPLICATIONS AND DETERMINATIONS)(SCOTLAND) REGULATIONS 2007

In connection with

THE PROPERTY

Flat 2/2, 132 Hickman Street Glasgow G42 8SY

The Parties

The Tenancy under which the application was made, having been lawfully terminated, there was no Tenant

and

1st Lets UK Ltd, registered under the Companies Acts (Company No. SC259449) and having its registered office at 704 Cathcart Road, Queens Park, Glasgow G42 8ES ("The Landlords")

Declan Francis Brady sometime residing at flat 2/2, 132 Hickman Street, Glasgow G42 8SY ("Registered Proprietor")

PRHP Reference Number: RP/14/0191

Decision

18 December 2014

The Committee, having made such enquiries as are fit for the purposes of determining whether the Landlord had complied with the duty imposed by Section 14 (1)(b) in relation to the Property concerned, determined that the Landlord had failed to comply with the duty imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 (hereinafter referred to as "the Act").

Decision

- 1. The Committee determined that the Landlord had failed to comply with the duty imposed by Section 14 (1)(b) of the Act.**

2. The Committee proceeded to make a Repairing Standard Enforcement Order as required by section 24(1).

Background

1. By application dated 8 August 2014 Miss Tracy Neeson, the former Tenant applied to the Private Rented Housing Panel for a determination of whether the Landlord had failed to comply with the duties imposed by Section 14 (1) (b) of the Act.
2. The former Tenant complained that the Landlord had failed to ensure that:
 - a. The Property was wind and watertight and in all other respects reasonably fit for human habitation.
 - b. 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.
 - c. Any fixtures, fittings and appliances provided by the Landlord under the Tenancy are in a reasonable state of repair and in proper working order.
 - d. Any furnishings provided by the Landlord under the tenancy are capable of being used safely for the purpose for which they are designed.
3. In particular in her letter dated 22 July 2013 she complained:
 - a. Bathroom walls required re-plastering and holes filled.
 - b. Sink not attached to wall needed to be secured.
 - c. Dining room table – unstable and cannot be used safely – legs are not attached to table top.
 - d. Living room window cannot be used safely, cannot open and stay closed – therefore is not wind and watertight.
 - e. Dining room chair – leg is damaged, cannot sit on it and be safe.
 - f. Beds in property are unsafe to use. The wooden bed is missing a bolt therefore bed is not stable.
 - g. The divan bed is missing hooks to keep base together.
 - h. Blue wardrobe is unsafe – wrong screw used to keep it together, could fall apart and cause an accident. Also drawers at base do not have runners.
 - i. Set of drawers has hole in it and could cause a cut on hand when using it.
 - j. Side table damaged – missing pieces to hold it together, again could fall apart and hurt someone.
 - k. All blinds provided in the flat have not been fitted properly to allow the windows to be opened fully and cleaned. Blinds are so cheap they break when pulling cords to open and close.
 - l. Front door has a Yale lock and chain, no mortice lock. The door could easily be kicked in, we live in a high crime area where break-ins are frequent.
 - m. Most plug sockets do not have switches and they are sparking electricity when plugs are inserted.
 - n. All windows in house are stiff due to external re-cladding which caused materials to become lodged in mechanisms.
 - o. Cupboard where boiler is placed has wall exposed and materials are flaking off as well as poor insulation. It looks very unsafe, a piece of wood is exposed as well as pipes.
 - p. Oven door has no handle on inside door (glass) therefore very unsafe.
 - q. Fridge keeps having build-up of water despite being checked and cleared of blockages and temperatures set correctly.
 - r. Kitchen linoleum is ripped and causing a hazard.

- s. No appropriate plug for washing machine – need to use an extension which could cause an electrical surge, washing machine close to sink.
 - t. Both sofas and mattresses provided do not meet the fire safety regulations.
 - u. Only one fire alarm in hall.
 - v. Cooker is so old that it causes smoke when being used that it causes fire alarm to go off every time.
4. By Notice of Referral dated 29 August 2014, the President of the Private Rented Housing Panel referred the application to the Committee which comprised: David Preston (Chairperson); Mike Links (Surveyor Member); and Susan Brown (Housing Member).
 5. Following the issue of the Notice of Referral, no representations were received from the either Landlord or the former Tenant.
 6. On 24 November a Notification of Inspection/Hearing was issued advising of an Inspection to take place on 18 December 2014 at 13:00 with a hearing thereafter at the offices of PRHP, Europa Building, Argyle Street, Glasgow G2 8LH.
 7. On 3 December 2104, following intimation that the tenancy had been lawfully terminated, the Committee issued a Minute of Continuation, advising the Landlord that the Committee intended to proceed with the Inspection and Hearing as scheduled.

Findings and Reasons

8. The Committee carried out an inspection of the Property on 18 December 2014. Mr Sohail Iqbal of 1st Lets UK Ltd was present throughout the inspection. Thereafter a Hearing took place at the offices of PRHP. There was no attendance by or on behalf of the Landlord at the Hearing.
9. The Property was a top floor flat in a three storey block of six originally built by the Local Authority flats. The exterior of the building had been re-clad, the tiled roof had been renewed as had gutters and downpipes. Accommodation comprised: Living Room; Kitchen; Bathroom; two bedrooms.
10. In relation to the matters complained of in the application, the inspection revealed:
 - a. The bathroom walls appeared to have been re-plastered. In any event the Committee saw no holes in the walls as complained of.

The Committee accordingly made no order in relation to this complaint.
 - b. The sink was securely attached to the wall.

The Committee accordingly made no order in relation to this complaint.
 - c. The Committee noted that the legs on the dining table were loose rendering the table unusable,

The Committee accordingly made an order for the Landlord to ensure that the dining room table was capable of being used safely for the purpose for which it is intended, or that it be removed from the property.

- d. The Committee did not find that the former Tenant's complaint about the living room window was justified. The windows could be opened and closed. The former Tenant referred to a missing part. The Committee noted that there appeared to be a part missing from the locking mechanism on the left hand window, but that the side handles operated satisfactorily to open and close the window.

The Committee accordingly made no order in relation to this complaint.

- e. The Committee noted that the joints on one of the dining chairs were faulty making the chair unusable safely.

The Committee accordingly made an order for the Landlord to ensure that the dining chairs were capable of being used safely for the purpose for which they are intended, or that they be removed from the property.

- f. The Committee noted that the wooden frame of the bed in the bedroom to the front of the property was loose and unstable. There appeared to be a missing bolt or bolts in the joints.
- g. The Committee noted that hooks to keep the base of the divan bed in the rear bedroom were missing.

The Committee accordingly made an order for the Landlord to ensure that the beds in the Property were capable of being used safely for the purpose for which they are intended.

- h. The Committee noted that the blue wardrobe in the rear bedroom was damaged and unserviceable.

The Committee accordingly made an order for the Landlord to ensure that the blue wardrobe in the rear bedroom was capable of being used safely for the purpose for which it is intended, or that it be removed from the Property.

- i. The Committee noted that the plastic front on the top drawer of the chest of drawers in the rear bedroom was damaged. The Committee did not consider that the damage was such as to make the drawers unusable. It also considered that the plastic was not such as it would likely cause injury.

The Committee accordingly made no order in relation to this complaint.

- j. The Committee noted that the side table situated in the front bedroom was faulty and had a screw locking part missing rendering it unstable and unsafe to use.

The Committee accordingly made an order for the Landlord to ensure that the side table in the front bedroom was capable of being used safely for the purpose for which it is intended, or that it be removed from the Property.

- k. The Committee noted that there were two sets of venetian blinds in the living room lying on the floor or the window sill. The Committee further noted that the blinds throughout the Property had been fitted in such a way as to prevent the proper operation of the windows.

The Committee accordingly made an order for the Landlord to ensure that the blinds situated in the Property be re-fitted or removed from the Property. In addition the Landlord will re-fit the blinds throughout the Property in such a way as they will not impede the proper operation of the windows, or to remove them from the Property.

- l. The Committee was satisfied that the front door was capable of being locked by means of the Yale lock and the chain.

The Committee accordingly made no order in relation to this complaint.

- m. The Committee was not qualified to carry out a test on the electrical systems in the Property.

The Committee accordingly made an order for the Landlord to obtain an Electrical Inspection Certificate to include tests on all electrical appliances in the Property including the white goods. In addition the report will cover the arrangements for the electricity supply to the washing machine.

- n. The Committee did not find a difficulty in operating the windows in the Property.

The Committee accordingly made no order in relation to this complaint.

- o. The Committee noted that the cupboard containing the boiler, which is situated in the rear bedroom, does have exposed brickwork and looks unsightly but it did not consider that it was unsafe.

The Committee accordingly made no order in relation to this complaint.

- p. The Committee noted that the glass inner door has no handle which is a hazard whilst the oven is in use.

The Committee accordingly made an order for the Landlord to replace the door handle on the inner glass door.

- q. The Committee was unable to carry out a check of the fridge as the Property was vacant and the fridge was switched off.

The Committee accordingly made an order for the Landlord to ensure that the fridge was in a reasonable state of repair and in proper working order, or that it be removed from the Property.

- r. The Committee noted that linoleum in the kitchen is ripped and found that it caused a hazard.

The Committee accordingly made an order for the Landlord to replace the damaged linoleum in the kitchen, or remove it from Property.

- s. The Committee noted that there does not appear to be an electric socket in the vicinity of the washing machine. The electric plug was lying on top of the machine and it appeared that an extension cable would be necessary, which would have to cross the kitchen floor to a wall socket, causing a hazard, apart from any consideration of the electrical connections.

The Committee accordingly made an order for the Landlord to ensure that adequate safe arrangements are in place for the electricity supply to washing machine and to ensure that electric cables do not require to cross the kitchen floor to be attached to a socket.

- t. The Committee noted that there were no fire safety labels on either of the sofas in the living room. The mattresses in both bedrooms were unable to be checked as they had mattress covers in place. The Committee was not satisfied that the sofas or mattresses complied with relevant fire safety regulations.

The Committee accordingly made an order for the Landlord to provide satisfactory evidence that the sofas in the living room and the mattresses in the Property comply with fire safety regulations.

- u. The Committee was not satisfied that fire extinguisher or blankets required to be provided by the Landlord.

The Committee accordingly made no order in relation to this complaint.

- v. The Committee noted that there was no smoke detector in place in the hall. It appeared to have been removed from its fitting.

The Committee accordingly made an order for the Landlord to install a hardwired smoke detector.

- w. The Committee was unable to carry out a check of the cooker as the Property was vacant and the cooker was switched off.

The Committee accordingly made an order for the Landlord to ensure that the cooker was in a reasonable state of repair and in proper working order, or that it be removed from the Property.

11. No representations were made by Mr Iqbal during the inspection. The Committee pointed out to him that the Landlord was not identifiable from the terms of Lease and accordingly 1st Lets UK Ltd would be responsible as Landlord on the basis that they purported to act as agent for an undisclosed principal.

12. The Committee considered that a reasonable time for the Landlord to carry out the works specified in the Repairing Standard Enforcement Order, in view of the impending holiday period, would be 28 days. Whilst there were a large number of complaints which the Committee upheld, the nature of the work required would not require a longer period.

13. The Committee took account of the fact that the Property was vacant and that it was currently on the market to be re-let. The Committee was concerned that the works should be completed before a new Tenant took occupation of the property.

14. The Committee was mindful of the fact that the property was unoccupied at the time of the inspection. However there was a "To Let" sign in the window and the property was clearly being marketed for re-let. As a consequence the furnishings complained of do not form part of the current tenancy but if they were to remain in the Property once re-let, they would fall below the Repairing Standard.

Right of Appeal

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

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.

David Preston

Signed..
Chairperson

Date.. 20-12-14..



REPAIRING STANDARD ENFORCEMENT ORDER

BY THE

PRIVATE RENTED HOUSING COMMITTEE

THE PROPERTY

Flat 2/2, 132 Hickman Street Glasgow G42 8SY - registered Title Number GLA170295

The Parties

The Tenancy under which the application was made, having been lawfully terminated, there was no Tenant

and

1st Lets UK Ltd, registered under the Companies Acts (Company No. SC259449) and having its registered office at 704 Cathcart Road, Queens Park, Glasgow G42 8ES ("The Landlords")

Declan Francis Brady sometime residing at flat 2/2, 132 Hickman Street, Glasgow G42 8SY ("Registered Proprietor")

PRHP Reference: RP/14/0191

REPAIRING STANDARD ENFORCEMENT ORDER ('RSEO') AGAINST THE LANDLORD

- 1. WHEREAS in terms of their decision dated 18 December 2014 the Private Rented Housing Committee ('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 ('the Act') and in particular the property fails to meet the repairing standard as set out in section 13(1) of the Act.

2. The Committee now requires the landlord to carry out such work as is required to ensure the property meets the repairing standard and that any damage caused as a consequence of carrying out of any works in terms of this Order is also made good before the expiry of the Completion Date.

THE ORDER

3. In particular, and without prejudice to the foregoing generality, the Committee **HEREBY ORDERS** the landlord to carry out the following repairs ('the Works');-
 - i. To make such repairs as are necessary to ensure that the legs on the dining table are secured and that it is capable of being used for the purpose for which it is designed, or to remove the table from the Property.
 - ii. To make such repairs as are necessary to the dining chairs to ensure that they are secure and are capable of being used for the purpose for which they are designed, or to remove them from the Property.
 - iii. To make such repairs as are necessary to the wooden framed bed in the front bedroom to ensure that it is secure and capable of being used for the purpose for which it is designed, or to remove it from the property.
 - iv. To obtain and fit suitable hooks to the base of the divan bed in the rear bedroom to ensure that it is secure and capable of being used for the purpose for which it is designed, or to remove it from the property.
 - v. To make such repairs as are necessary to ensure that the blue wardrobe in the rear bedroom is capable of being used safely for the purpose for which it is intended, or remove it from Property.
 - vi. To make such repairs as are necessary to the side table situated in the front bedroom to ensure that it is stable and capable of being used for the purpose for which it is designed, or remove it from the property.

- vii. To ensure that all blinds situated in the Property are properly fitted in such a way as to ensure that the fittings do not impede the opening of the windows, or to remove them from the Property.
 - viii. To obtain from a suitably qualified electrician an Electrical Inspection Report and Certificate to cover the electrical system within the Property as well as all electrical goods and white goods in the Property. The report will be lodged with PRHP administration.
 - ix. To replace the door handle on the inner glass door of the cooker.
 - x. To carry out such repairs as may be necessary to the fridge to ensure that it is in a reasonable state of repair and in proper working order, or that it be removed from the Property.
 - xi. To replace the damaged linoleum in the kitchen, or to remove it from Property.
 - xii. To provide an electric socket in the vicinity of the washing machine to ensure that it can be safely used without extension cables being required to run across the kitchen.
 - xiii. To obtain and lodge with PRHP administration satisfactory evidence that these sofas in the living room and the mattresses in the Property comply with fire safety regulations.
 - xiv. To install a hardwired smoke detector to comply with fire prevention regulations.
 - xv. To carry out such repairs as are necessary to ensure that the cooker is in a reasonable state of repair and in proper working order, or that it be removed from the Property.
4. The Committee **HEREBY FURTHER ORDERS** that the Works specified in this Order must be carried out within 28 days weeks from the date of service of this Order.

RIGHT OF APPEAL

- 5. A landlord or tenant has the right to appeal this decision to the Sheriff by summary application within 21 days of being notified of that decision.

EFFECT OF APPEAL

- 6. In terms of section 63 of the Act, where such an appeal is made, the effect of the decision and of any order is suspended until the appeal is abandoned or finally determined by confirming the decision, the decision and any order will be treated as having effect from the day on which the appeal is abandoned or so determined.

IN WITNESS WHEREOF these presents typewritten consisting of this and the preceding two pages are subscribed as follows:

David Preston

Shiela Preston

Chairman

Witness

.....20-12-14.....

Date of Signing

.....SHIELA PRESTON.....

Name

.....WESTON.....

Address

.....DUNCAN ROAD.....

.....OBAN.....

Place of Signing

.....OBAN.....

.....PA36 5RZ.....