

A Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

prhp Ref: KY6/140/10

Re : Property at 14 Dunbar Court, Macedonia, Glenrothes ("the Property")

Land Register Title No: FFE35394

The Parties:-

Mr Scott Bissett, c/o Century 21 Glenrothes, 22 North Street, Glenrothes ("the Landlord")

Miss Lois Smith, 14 Dunbar Court, Macedonia, Glenrothes ("the Tenant")

Whereas in terms of their decision dated 17 March 2011, The Private Rented Housing Committee having 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 comply with the duty to ensure that:- the house is wind and water tight and in all other respects reasonably fit for human habitation and that 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. The Private Rented Housing Committee now requires the Landlord to carry out such work as is necessary for the purposes of ensuring that the house concerned meets the Repairing Standard and that any damage caused by the carrying out of any of the work in terms of this Order is made good.

In particular, the Private Rented Housing Committee requires the Landlord to:-

1. Investigate and rectify the dampness in the hallway.
2. Investigate and rectify the dampness in the bathroom.

The Private Rented Housing Committee orders that the work should be carried out within a period of two months from the date of service of this notice.

A landlord or a tenant aggrieved by this 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 variation is suspended until the appeal is abandoned or finally determined, and where the appeal is abandoned or finally determined by confirming the decision, the variation will be treated as having effect from the day on which the appeal is abandoned or so determined.

In witness whereof these presents type written on this page are executed by Judith V Lea, solicitor, Unit 3.5 The Granary Business Centre, Coal Road, Cupar, Fife, KY15 5YQ, chairperson of the Private Rented Housing Committee at Cupar on 17 March 2011 before this witness:-

R Graham Witness

J Lea Chairman

Rachel Graham
Unit 3.5, The Granary Business Centre
Coal Road
Cupar, Fife



**Statement of decision of the Private Rented Housing
Committee under Section 24 (1) of the Housing
(Scotland) Act 2006**

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The Parties:-

Mr Scott Bissett, c/o Century 21 Glenrothes, 22 North Street, Glenrothes ("the Landlord")

Miss Lois Smith, 14 Dunbar Court, Macedonia, Glenrothes ("the Tenant")

Decision

The Committee, having made such enquiries as it saw fit for the purposes of determining whether the Landlord has failed to comply with the duty imposed by Section 14 (1)(b) in relation to the house concerned, and taking account of the evidence led by both the Landlord and the Tenant at the hearing, determined that the Landlord had failed to comply with the duty imposed by Section 14 (1)(b) of the Act.

Background

1. By application dated 11 October 2010, the 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 Housing (Scotland) Act 2006 ("the Act").
2. The application by the Tenant stated that the Tenant considered that the Landlord had failed to comply with his duty to ensure that:- the house was wind and water tight and in all other respects reasonably fit for human habitation and that the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water were in a reasonable state of repair and in proper working order.
3. The President of the Private Rented Housing Panel intimated a decision to refer the application under Section 22 (1) of the Act to a Private Rented Housing Committee.
4. The Private Rented Housing Committee served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon both the Landlord and the Tenant.
5. Following service of the Notice of Referral both the Landlord and the Tenant made written representations to the Committee.
6. The Private Rented Housing Committee (comprising Mrs Judith Lea, Chairman and Legal Member, John Wolstencroft, Housing Member and Mr R Buchan, Surveyor Member) inspected the Property on 3 March 2011. Both the Tenant and the Landlord were present during the inspection.
7. Following the inspection of the Property, the Private Rented Housing Committee held a hearing at Rothies Halls, Glenrothes. The Tenant was present at the hearing and was accompanied by her partner, Rob Connelly. The Landlord was also present and accompanied by Carol Findlay from the letting agents.

8. The Tenant explained that she had moved into the property in July 2010 and at the end of July 2010, builders arrived to replace the roof and one of the builders put his foot through the ceiling. The Tenant stated that 45 minutes later they notified the letting agent that this had happened. Nothing however was done. The Tenant also notified the letting agent that the night storage heater in the living room and also the hall had ceased to work. Despite regular contact and letters sent, nothing was done. The Tenant stated that there was also a serious damp issue in the hall which got worse from November 2010 when the weather became bad. There was mould in the hall which made her asthma worse and her child had a persistent cough. She explained that she had to keep wiping the mould off the wall and it looked horrid and had damaged her possessions. She advised that the Landlord had had a couple of people out to look at the problem of the damp in the hall and after that vents were put in but they did not resolve the problem.
9. The Tenant advised that the windows in the hall had been replaced but this had not been done properly. The Tenant also stated that she had given up with regard to the bathroom as it was so damp and it did not get any better after an extractor fan was fitted. She explained that the hole in the ceiling in the bathroom and the night storage heaters had been fixed by her with the agreement of the Landlord.
10. The Landlord advised that he did care about the state of the property and explained that prior to letting the property out, he had installed a new kitchen, double glazed windows throughout the property apart from the porch area and had the property painted. He explained that when he bought the property, he was advised that the flat roof would soon require to be replaced and accordingly he arranged for this to be done. The Landlord explained that he was not immediately made aware with regard to the issue of the hole in the roof as the roofer did not advise him. Once he became aware of it he did go round to the property himself to look at the problem. The Landlord further explained that he organised to have new windows put in the porch area but that he was presently in dispute with the glazier because he had thought that he was getting a whole new pvc unit whereas the glazier had only put in smaller timber framed units and did not renew the frames or cladding. The job had been poorly finished. The Landlord further advised that he had two builders round to advise with regard to the damp problem in the hall. One builder advised that nothing was wrong and the other suggested that the installation of vents would solve the problem. This had been done. In connection with the bathroom, the Landlord indicated that he did not realise that there was still a problem since the installation of the extractor fan.
11. Both the Landlord and Tenant advised that there appeared to have been a communication problem between them caused by the letting agents. The Tenant expressed concern with regard to the eviction notice she had received.

Decision

12. The Committee took account of the written and oral submissions made by the Landlord and the Tenant.
 - a) Back door
The Tenant advised that she had put sealant on this which seemed to have solved the draught problem. However, the committee noted high instrumental moisture meter readings on an area inside the back door.
 - b) Windows in the property
It was clear from the inspection that new double glazed windows had been installed throughout the property but the windows in the porch area had been replaced with smaller timber framed units which had been poorly finished and it was apparent that the windows and / or the frames and claddings are not wind and water tight.

c) Dampness in the hall

It was clear from the inspection that there was a severe problem with damp in the hall. High instrumental moisture meter readings were noted on the lower areas of the walls and on the whole of the floor area in the porch area of the hall. It was not clear to the Committee whether the dampness in the walls and in the floor were related to each other. The remainder of the hall appeared damp free apart from the localised area just inside the back door. The Committee considered that this was a clear breach of Section 13(1)(a) and (b) of the Act. Accordingly, an Order was made.

d) Dampness in the bathroom

It was clear from the inspection that the hole in the bathroom ceiling has now been repaired by the Tenant. However, high instrumental moisture meter readings were noted on the ceiling in the bathroom. There is also a serious condensation issue in the bathroom as evidenced by clear dampness on the walls around the window and mould on the ceiling. This is despite the fact that there is now an extractor fan in the bathroom and the fact that the Tenant is clearly ventilating the bathroom by regularly opening the window. The exact cause of the problem was not evident from the inspection but it is clear to the Committee that a more comprehensive solution to the damp problem in the bathroom requires to be found. The Committee also noted that there was a musty atmosphere in the back bedroom which could be linked to this. The Committee considered that the dampness in the bathroom is a clear breach of Section 13(1)(a) and (b) of the Repairing Standard and accordingly resolved to make an Order.

e) Storage Heaters

It was clear from the inspection and from the submissions made that the storage heaters had now been repaired.

13. The decision of the Committee was unanimous.

14. As the Landlord will require to carry out investigations to find the source of the problem in relation to the dampness in the hall and the bathroom, the Committee considered that it was reasonable to allow a period of two months for the work to be completed.

Right of Appeal

15. 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

16. 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.

J Lea

Signed
Chairperson

..... Date 17 March 2011