



Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

Reference Number:- PRHP/RP/15/0026

Re: Property at 58 Main Street, Stoneyburn, Bathgate, EH47 8EL, all as more particularly described in and registered in Land Certificate WLN42648 (hereinafter referred to as "the property").

The Parties:-

Mr Stephen Rumens and Ms Sharon Graves ("the Tenants")

Ms Janette Alexandria Walker otherwise known as Alexandra Walker, 7 Gloag Place, West Calder, EH55 8DW ("the Landlord")

NOTICE TO

Ms Janette Alexandria Walker otherwise known as Alexandra Walker, 7 Gloag Place, West Calder, EH55 8DW ("the Landlord")

Whereas in terms of their decision dated 24 May 2015, the Private Rented Housing 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 Landlord has failed to ensure that: the house is wind and watertight and in all other aspects fit for human habitation.

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 work in terms of this Order is made good.

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

1. To repair or replace the skylight window located within the hall of the property to ensure that it does not leak, is wind and watertight and is in proper working order.

The Private Rented Housing Committee order that the works specified in this Order must be carried out and completed within the period of 6 weeks from the date of service of this Notice.

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, 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 an 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 an RSEO has effect in relations to the house. This is in terms of Section 28(5) of the Act.

In witness whereof these presents type written on this page and the preceding page are executed by Patricia Anne Pryce, Chairperson of the Private Rented Housing Committee at Glasgow 14 June 2015 before this witness:-

Signed

P Pryce

Patricia Anne Pryce, Chairperson

Date

14 June 2015

N Pryce

NICHOLAS PRYCE

WITNESS

ACCOUNTANT.



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

Reference Number: PRHP/RP/15/0026

Re: Property at 58 Main Street, Stoneyburn, Bathgate, EH47 8EL, all as more particularly described in and registered in Land Certificate WLN42648 (hereinafter referred to as "the property").

The Parties:-

Mr Stephen Rumens and Ms Sharon Graves ("the Tenants")

Ms Jannette Alexandria Walker otherwise known as Alexandra Walker, 7 Gloag Place, West Calder, EH55 8DW ("the Landlord")

Decision

The Committee, having made such enquiries as it saw fit for the purpose 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 property concerned determined that the Landlord has failed to comply with the duty imposed by Section 14 (1) (b) of the Act.

The Committee consisted of:-

Patricia Anne Pryce	-	Chairperson
Andrew Taylor	-	Surveyor Member
Elaine Munroe	-	Housing Member

Background

1. By application dated 22 January 2015, the Tenants applied to the Private Rented Housing Panel for a determination as to whether the Landlord had failed to comply with the duties imposed by Section 14 (1) (b) of the Act.
2. The application by the Tenants stated that the Tenants considered that the Landlord had failed to comply with his duty to ensure that the property meets the repairing standard and the Tenants brought forward the following breaches:-

That the doors do not lock properly.

That the fridge is damaged.

That the skylight is leaking.

That there is a smell of damp.

That there is damp in the bathroom, dining room and lounge.

The Tenants consider that the Landlord is in breach of her duties under the Housing (Scotland) Act 2006 in relation to the repairing standard and in particular the Landlord has failed to ensure:-

- (i) The house is wind and watertight and in all other respects reasonably fit for human habitation.**
- 3. By email dated 19 February 2015, the Tenants advised the PRHP that they had moved out of the property due to health issues. By letter dated 3 March 2015, the PRHP advised the Tenants that they were no longer parties to the proceedings as they had moved out of the property.**
- 4. By Minute dated 12 March 2015 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.**
- 5. On 12 March 2015, the President by Minute of Continuation under Schedule 2 Paragraph 7(2) of the Housing (Scotland) Act 2006, decided that the application should be determined on health and safety grounds due to the nature of the alleged repairs which raised concerns for any future tenants/occupants and issues as to whether the house is wind and watertight and fit for human habitation; and whether the structure and exterior of the house is in a reasonable state of repair.**
- 6. On 30 March 2015, the Landlord and her then letting agents, Mavor and Company, were advised by letter from the PRHP of the President's decision to continue with consideration of the application and were sent a copy of the President's Minute of Continuation of 12 March 2015. In the letter of 30 March 2015, the Landlord and Mavor and Company were advised that the inspection and hearing would take place on 22 May 2015 at 10 am and 11 am respectively.**
- 7. By letter dated 8 April 2015 and received by the PRHP on 10 April 2015, the Landlord's former letting agents, Mavor and Company, advised that they were no longer dealing with the property and that they would not be attending the hearing or the inspection. In this letter, Mavor and Company enclosed copies of invoices in relation to the various works which the Landlord had carried out in respect of the property. The letting agents confirmed that the Landlord had replaced the fridge and had repairs done to the external walls, roof and the chimney to try and alleviate the problems of dampness and condensation. The letting agents enclosed copy invoices which demonstrated that the Landlord had spent around £3765.94 in respect of the various works carried out within the property. The letting agents advised that the Tenants had left**

the property owing around £1209.56 in respect of rent arrears. The letting agents advised that the Tenants had refused to move their furniture away from the wall in an attempt to alleviate the problems encountered with condensation in the property.

The Inspection

8. On 22 May 2015, the Committee attended at the property for the purposes of inspection of the property. The Landlord was present at the inspection. The letting agents did not attend the inspection.

At the inspection on 22 May 2015, the Committee noted the following points:-

- (a) The subjects comprise a two storey cottage with an open plan living and dining room and kitchen on the ground floor. On the first floor, there were three bedrooms and a bathroom.
- (b) Repairs had been carried out to the external end gable wall of the living/dining room and the external wall had been re-rendered. The Landlord confirmed that the chimney flashing had been fixed in December 2014. The wallpaper in this room on the end gable wall had been removed. There was no significant dampness in this room.
- (c) In the bathroom, part of the wallpaper had been removed but there was no dampness. The Landlord confirmed that there had been an old chimney in the bathroom and that this had been removed in November 2014.
- (d) The skylight located in the roof of the hallway was in a poor state of repair and the Landlord confirmed that it probably leaked in torrential rain.
- (e) There was no significant dampness anywhere within the property.
- (f) The Landlord confirmed to the Committee that she would not be attending the hearing. She handed to the Committee two handwritten character references in respect of her character by Ms Dawn Campbell and Mr Colin Sutherland. The Landlord handed to the Committee a letter she had written dated 21 May 2015. The Landlord was advised by the Committee that the Committee would consider whether to accept these handwritten documents as part of the Committee's deliberations in this matter.

The Hearing

9. The Landlord did not attend the hearing. No one attended the hearing and the Committee then required to consider the application, the handwritten documents provided at the inspection by the Landlord and what it had seen at the inspection.

Discussion on Evidence

10. The Committee is satisfied that the Landlord has failed to meet the repairing standard in respect of the property. At the time of the inspection, the skylight in the roof of the hallway was obviously in need of repair or replacement, hence the property was not wind and watertight. The Landlord admitted that it was probable that the skylight would leak in heavy rain. The Committee discussed the handwritten documents received from the Landlord at the inspection. Although these were received very late in the day, the Committee decided to accept these letters. It should be noted, however, that these letters had no bearing on the decision reached by the Committee and contained no information which was relevant to the application before the Committee. The Committee noted that the Landlord had carried out a large number of repairs to the property and it was only in respect of the skylight that it failed to meet the repairing standard.

Given all of the circumstances, the Committee is satisfied that the property is not wind and watertight and in all other respects reasonably fit for human habitation.

Decision

1. The Committee accordingly determines that the Landlord has failed to comply with the duty imposed by Section 14 (1) (b) of the Act. The Committee proceeded to make a Repairing Standard Enforcement Order as required by Section 24 (1) of the Act.
2. The decision of the Committee was unanimous.
3. The Private Rented Housing Committee require the Landlord to carry out such works as are necessary to ensure that the property meets the Repairing Standard.
4. The Committee considered that it would be reasonable to allow a period of 6 weeks from the date of the RSEO to carry out these works.

Reasons for Decision

The Committee considers that the Landlord has had sufficient time to carry out all of the outstanding repairs. The Landlord has been aware of the problem with the skylight for many months and has failed to rectify this.

The Committee considers that the Landlord has failed in her duty under Section 14(1)(b) of the Act and has not complied with the repairing standard in terms of Sections 13 (1) (a).

Right of Appeal

11. 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

12. 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.

Signed

P Pryce

Patricia Anne Pryce

Date

14th June 2019