



**Repairing Standard Enforcement Order**

**Ordered by the Private Rented Housing Committee**

**Case Reference Number: PRHP/RP/16/0152**

**Re: 43 Reston Drive, Glasgow G52 2LP ("the property")**

**Land Register Title No: GLA66372**

**The Parties:-**

**Mrs Clare Hart-McCullagh, formerly residing at the property ("the tenant")**

**Miss Lindsay Wilson and Mr Alan Young, c/o Castle Residential, 63 Causeyside Street, Paisley, PA1 1YT ("the landlords")**

**Committee Members – Sarah O'Neill (Chairperson); Mike Links (Surveyor Member)**

**NOTICE TO: Miss Lindsay Wilson and Mr Alan Young (the landlords)**

Whereas in terms of its decision dated 7 September 2016, the Private Rented Housing Committee determined that the landlords had failed to comply with the duty imposed on them by Section 14 (1) (b) of the Act, and in particular that the landlords has failed to ensure that the house meets the repairing standard in that: ) some of the fixtures, fittings and appliances provided by the landlord under the tenancy are not in a reasonable state of repair and in proper working order and 2) some of the furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed

The Private Rented Housing Committee now requires the landlords to carry out such work as is necessary for the purpose of ensuring that the property meets the repairing standard and that any damage caused by the carrying out of any work in terms of this order is made good before the date specified in this order.

In particular, the Private Rented Housing Committee requires the landlords to:

1. Repair or replace the letter box on the front door in order to ensure that it is in a reasonable state of repair and in proper working order.
2. Repair or replace the toilet flush mechanism as necessary in order to ensure that it is in a reasonable state of repair and in proper working order.
3. Arrange for the ceiling light fitting in the bathroom to be checked by a suitably qualified electrical contractor, and repair or replace the fitting and/or light bulbs as necessary in order to ensure that it is in a reasonable state of repair and in proper working order.
4. Arrange for the wall lights in the lounge to be checked by a suitably qualified electrical contractor, and repair or replace the lights and/or light bulbs as necessary in order to ensure that it is in a reasonable state of repair and in proper working order.
5. Repair or replace the blind fitting in the lounge window as necessary in order to ensure that it is in a reasonable state of repair and in proper working order.
6. Repair or replace the dishwasher /door in order to ensure that it is safe and in a reasonable state of repair and in proper working order.
7. Repair or replace the light on the cooker hood in order in order to ensure that it is in a reasonable state of repair and in proper working order.
8. Arrange for the cooker to be fixed securely to the wall, so that it does not move when the oven door is opened, in order to ensure that it is safe and in a reasonable state of repair and in proper working order.
9. Repair the wall cupboard above the cooker, to ensure that it opens and closes properly, and is in a reasonable state of repair and in proper working order.
10. Have all of the dining room chairs checked and repaired as necessary to ensure that they are safe and secure.

The Private Rented Housing Committee orders that the works specified in this order must be carried out and completed within the period of 4 weeks from the date of service of this notice.

### **Rights of Appeal**

**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.**

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. 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.

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 two preceding pages are signed by Sarah Frances O'Neill, solicitor, Chairperson of the Private Rented Housing Committee, at Glasgow on the 7<sup>th</sup> day of September, Two Thousand and Sixteen before this witness -

Janet Kane                      witness      Sarah O'Neill chairperson

JANET KANE name in full

EUROPA BUILDING Address

450 ARGYLE STREET

GLASGOW

G 2 944 Panel Clerk Occupation



## **Determination by Private Rented Housing Committee**

Statement of Decision of the Private Rented Housing Committee

(Hereinafter referred to as “the committee”)

Under Section 24(1) of the Housing (Scotland) Act 2006 (“the Act”)

**Case Reference Number: PRHP/RP/16/0152**

**Re: 43 Reston Drive, Glasgow G52 2LP (“the property”)**

**Land Register Title No: GLA66372**

**The Parties:-**

**Mrs Clare Hart-McCullagh, formerly residing at the property (“the tenant”)**

**Miss Lindsay Wilson and Mr Alan Young, c/o Castle Residential, 63 Causeyside Street, Paisley, PA1 1YT (“the landlords”)**

**Committee Members – Sarah O’Neill (Chairperson); Mike Links (Surveyor Member)**

### **Decision**

The committee, having made such enquiries as it saw fit for the purposes of determining whether the landlords have complied with the duty imposed by Section 14 (1) (b) of the Housing (Scotland) Act 2006 (“the Act”) in relation to the property, and taking account of all the available evidence, determines that the landlords have failed to comply with the duty imposed on them by Section 14 (1) (b) of the Act. The committee therefore issues a Repairing Standard Enforcement Order. The committee’s decision is unanimous.

## Background

1. By application received on 14 April 2016, the tenant applied to the Private Rented Housing Panel ("the panel") for a determination that the landlords had failed to comply with their duties under Section 14(1) of the Act.
2. In her application, the tenant stated that she believed the landlords had failed to comply with their duty to ensure that the property met the repairing standard as set out in section 13(1) (d) of the Act. Her application stated that the landlords had failed to ensure 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
  - any fixtures, fittings and appliances provided by the landlords under the tenancy are in a reasonable state of repair and in proper working order
  - any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed.
  - the house has satisfactory provision for giving warning if carbon monoxide is present in a concentration that is hazardous to health.
3. The tenant made a considerable number of complaints in her application form and her notification email of 7 April to the landlord's agent, which was attached to the application form. These complaints were as follows:

### *General*

1. Carpets are stained throughout the house
2. The house has mould everywhere (walls, blinds, curtains, roof, carpets, cupboards).
3. Wallpaper is lifting due to mould and damp
4. The heating is not working and there is no hot water.
5. The house is damp.
6. There is no carbon monoxide detector in the house.

### *Front entrance*

7. The letterbox slot is broken.
8. The doorbell does not work.
9. The cupboard is full of mould.
10. There is no handrail.
11. The roof has damage/water marks.

### *Bathroom*

12. The toilet roll holder is broken (off).

13. The vanity mirror is broken (handle).
14. The shower curtain handle is broken (off the wall).
15. The shower curtains are full of mould.
16. There is a light bulb missing (only two).
17. The toilet does not flush properly.
18. The toilet seat is broken.
19. The roof is full of mould.
20. The bath has scratches/dents.

#### *First bedroom*

21. Left mirror is hanging off the floor.
22. There is no light fitting (live wire hanging from roof).
23. The door latch is broken and the door and door frame are badly damaged.
24. There are big holes in the cupboard walls.

#### *Main bedroom*

25. The queen bed bases are dirty.
26. The TV stand is broken.
27. There is bad mould and damp in the cupboard.
28. The curtains are mouldy.

#### *Lounge*

29. There are no light bulbs in the light fittings.
30. The light fitting is damaged- bulbs cannot be put in.
31. A fridge leg is missing – it is completely lopsided.
32. There are no blinds attached to the blind mounting.
33. The curtain is mouldy.
34. Not sure that the wiring is up to code.
35. A cable guard is separated from the wall.
36. There is a crack in the roof.
37. The gas fire does not work and we were told not to touch it by the gas man.

#### *Kitchen*

38. The stove/oven is rusted.
39. The blind is mouldy.
40. The kitchen counter is damaged and is separating from the wall.
41. The dishwasher handle is broken.
42. Light on the extractor fan.
43. Stove pulls away from the wall when the oven is opened.
44. Cupboard above the stove is loose/broken.
45. There is mould on top of the cupboards.
46. The main oven switch does not switch off.

47. The kettle is filthy.
48. Pots and pans-handles are broken and rusted; not in good condition.
49. Glasses, mugs, plates, utensils will not be used by myself.

*Dining room*

50. The mould is especially bad on the wooden panels.
51. The chairs are filthy, not in good condition, screws are loose.
52. The dining table is scratched and damaged.
53. There are holes in the wall.
54. The door is damaged and the door handle is missing.
55. The window sill is damaged (sizeable hole with mould growing in it).
56. There is a crack in the roof.

*Outside/garden*

57. There is rubbish all over the garden.
58. All bins are full.
59. The garden shed is full of rubbish.
60. The fences have fallen down outside.
61. The garden has not been maintained - the grass is long, trees are overgrown and leaves have turned into mulch.

4. On 18 May 2016, a Convener of the panel, with delegated powers under Section 96 of the Housing (Scotland) Act 2014, issued a minute of decision stating that she considered that in terms of section 23 (3) of the Act there was no longer a reasonable prospect of the dispute being resolved between the parties at a later date; that she had considered the application paperwork submitted by the tenant, comprising documents received between 15 April 2016 and 6 May 2016; and intimating her decision to refer the application to a panel committee for determination.
5. The President of the panel wrote to the parties on 2 June 2016, notifying them under and in terms of the Act of her decision to refer the application under Section 22(1) of the Act to a private rented housing committee and that an inspection and a hearing would take place on 13 July 2016. Written representations were requested by 23 June 2016.
6. On 6 June 2016, the tenant confirmed by email to the panel that she had left the property on 31 May 2016. This was confirmed by the landlord's agent by email on 9 June 2016.
7. On 10 June, an email was received from Miss Lindsay Wilson, one of the landlords, setting out her written representations regarding the tenant's complaints.

8. On 15 June 2016, the committee issued a minute of continuation to a determination under Schedule 2 Paragraph 7(3) of the Act. This stated that, having received confirmation from both the tenant and the landlord's agent that the tenancy had been lawfully terminated, the tenant was to be treated as having withdrawn her application in terms of Schedule 2 paragraph 7 (1) of the Act. It then stated that the committee considered that the application should be determined on public interest grounds, due to the nature of the alleged repairs and the potential effects on any future tenants/occupiers if those allegations were substantiated.
9. The committee also issued a direction to the landlords on 15 June, requiring them to provide to the committee by 6 July 2016 an up to date Electrical Installation Condition Report (EICR) in respect of the property by a suitably qualified and registered SELECT or NICEIC contractor, showing that all electrical installations, fixtures and fittings and all appliances have been checked and are working safely. On 20 June, an email was received from Ms Wilson, attaching an EICR and Portable Appliance Testing (PAT) certificate in respect of the property by a qualified and registered SELECT contractor, showing the electrical installation and various appliances to be satisfactory, both dated 7 April 2016.
10. On 4 July, an email was received from Ms Jacqueline Mc Lelland, Branch Manager of Castle Residential, the landlords' agent, advising that she was unable to attend the inspection and hearing on 13 July. She requested a postponement as she wished to be present, given her knowledge of the property. An email from Ms Wilson was received the same day requesting a postponement, advising that she was unable to attend for health reasons. The committee agreed to postpone the inspection and hearing in the circumstances, and a new date of 23 August was fixed.

### **The inspection**

11. The committee inspected the property on the morning of 23 August 2016. The weather conditions at the time of the committee's inspection were dry and overcast. Ms Jacqueline McLelland, Branch Manager of Castle Residential, was present at the property during the inspection. The current tenant was also present during the inspection. Photographs were taken during the inspection and are attached as a schedule to this decision.

### **The property**

12. The property is a Western Heritable upper cottage flat contained within a two storey block comprising four flats in total. It is in the region of 80 years old. The property comprises: a hallway, living room, dining room, two bedrooms,



kitchen and bathroom. Ms McLelland confirmed that the property was let on a partly furnished basis.

### **The hearing**

13. Following the inspection, the committee held a hearing at Wellington House, 134-136 Wellington Street, Glasgow G2 2XL. Ms McLelland was present and gave evidence on behalf of the landlord. The tenant, who was no longer a party to the application, was not present.

### **The evidence**

14. The evidence before the committee consisted of:

- The application form completed by the tenant.
- Registers Direct copy of Land Register title GLA66372, which confirmed that the property is owned jointly by Miss Lindsay Mary Catherine Wilson and Mr Alan David Young.
- Short assured tenancy agreement between the parties in respect of the property dated 1 April 2016, together with form AT5 and other associated paperwork.
- Notification email dated 7 April 2016 from the tenant to the landlord's agent, setting out the repairs alleged to be required.
- Email correspondence between the tenant and the landlord's agent dated 12 and 13 April 2016.
- Email correspondence between the tenant and the panel dated 18, 19 and 21 April; and 3 and 6 May; and 6 June, all 2016.
- Email correspondence between the landlord's agent and the panel dated 9 and 10 June 2016
- Written representations from Miss Wilson sent by email on 10 June 2016, together with various invoices for work done at the property, including supply and fitting of a new bedroom light fitting; roof repairs; fitting of new carpets; and installation of a new boiler.
- Email dated 13 June 2016 to the panel from Miss Wilson, attaching photographs of the property.
- Email dated 20 June to the panel from Miss Wilson, attaching an EICR and Portable Appliance Testing (PAT) certificate in respect of the property, both dated 7 April 2016.
- Gas safety certificate in respect of the property dated 5 February 2016, provided to the committee by Ms McLelland at the hearing.
- Inventory report dated 1 April 2016 relating to the tenant's tenancy, provided by the landlord's agent on 30 August 2016, as requested by the committee at the hearing.

- The committee's inspection of the property.
- The oral representations of the landlord's agent at the hearing.

### **Summary of the issues**

15. The issue to be determined was whether the property meets the repairing standard as set out in Section 13 of the Act, and whether the landlords had complied with the duty imposed on them by section 14 (1) (b).

### **Findings of fact**

16. The committee made the following findings in fact:

- The tenant entered into a short assured tenancy agreement with Miss Wilson on 1 April 2016 to rent the property for six months from that date.
- The property is owned jointly by Miss Lindsay Mary Catherine Wilson and Mr Alan David Young.
- Miss Lindsay Wilson is the registered landlord for the property.
- The property is managed on behalf of Miss Wilson by Castle Residential Scotland, 63 Causeyside Street, Paisley PA1 1YT.
- The committee in its inspection carefully checked the outstanding items which were the subject of the complaint. The committee observed the following:

#### *General issues*

- 1) The carpets had recently been replaced throughout the house.
- 2) No evidence of significant mould or dampness was found anywhere in the house.
- 3) There was one wall next to the hall cupboard where the wallpaper was coming away slightly. Damp meter readings were taken here, but no evidence of dampness was found.
- 4) The boiler had recently been replaced, and appeared to be functioning correctly. When tested by the committee, there was hot water, and the heating was operational.
- 5) There were two carbon monoxide detectors present in the house- one in the first bedroom, where the boiler is situated, and the second in the living room.

#### *Front entrance*

- 1) The letterbox was loose and coming away from the door and its inner flap was missing.

- 2) There was no doorbell outside the front door, and no signs that there had been a doorbell in place.
- 3) There was some evidence of slight mould staining at the bottom of the hall cupboard, but this was not significant. Damp meter readings were taken, but no evidence of dampness was found.
- 4) There was no handrail next to the steep stairs leading from the front entrance up to the hallway, but there were no signs that there had ever been such a handrail in place.
- 5) There was evidence of past water staining and a recent roof repair on the front entrance ceiling close to the door. Damp meter readings were taken, but no evidence of dampness was found.

#### *Bathroom*

- 1) The toilet roll holder was slightly loose, but had been fixed to the wall.
- 2) No vanity mirror was evident. There was a mirrored bathroom cabinet, which appeared to be in a reasonable state of repair.
- 3) The shower curtain rail had been fixed to the wall, and a new shower curtain was in place.
- 4) One light bulb was missing from the bathroom ceiling light fitting, which had three bulb holders.
- 5) When tested by the committee, the toilet was found not to flush properly.
- 6) The toilet seat had been replaced.
- 7) There were no signs of significant mould on the bathroom ceiling, although some mild staining was observed around the edges.
- 8) There were one or two minor dents in the bath.

#### *First bedroom*

- 1) There was no mirror present in the bedroom.
- 2) The ceiling light fitting had been replaced, and when tested by the committee was found to be operational.
- 3) A new door lock and handle had been fitted. There were some signs of damage to the wood on the door, but when tested by the committee, the door was found to open and close properly.
- 4) There were some holes in the walls of the cupboard where rawl plugs appeared to have been removed. There were also some holes in the polystyrene ceiling.

#### *Main bedroom*

- 1) There was a bed base in the bedroom, the surface of which appeared to be slightly soiled. The current tenant appeared to have placed his own mattress on top of this.
- 2) The TV stand had been removed.
- 3) No signs of major mould growth were observed in the cupboard. Damp meter readings were taken, but no indications of dampness were found.

- 4) The curtains had been replaced.

#### *Lounge*

- 1) The wall lights were found not to have bulbs in them, so the committee was unable to test whether they were working properly.
- 2) The ceiling fan/light appeared to be working properly.
- 3) The front right leg was missing from the fridge, which had been replaced with a support. The fridge wobbled slightly when pressure was put on it, but appeared to be relatively stable.
- 4) The top bar of a vertical blind fitting was in place in the window, but the slats were missing.
- 5) The curtains had been replaced.
- 6) There was a loose cable tidy coming away from the wall, which did not appear to have any wires or cables inside it, or to be serving any appliance.
- 7) There was a slight crack in the surface of the ceiling, which appeared to be cosmetic.
- 8) The committee did not test the gas fire, but noted that the gas safety certificate dated 5 February 2016 showed that it had been disconnected and was not in use.

#### *Kitchen*

- 1) The electric cooker showed some signs of rust on the front and the top, but when tested by the committee, it appeared to be operating properly.
- 2) There was some slight staining on the window blind.
- 3) There was evidence of past damage to the worktop around the sink, which had recently been repaired/resealed.
- 4) There was a jagged crack on the dishwasher handle.
- 5) The light on the cooker hood was found not to be working.
- 6) The cooker moved out some distance from the wall when the oven was opened.
- 7) The hinge on the wall cupboard above the cooker was broken.
- 8) There was some residual historic mould staining on the bottom shelf of one of the wall cupboards, but no evidence of any recent mould.
- 9) The cooker switch on the wall did not switch the cooker off, but it appeared that this switch had been disconnected. While it was not possible to see this clearly, it appeared that the cooker cable had been wired in via a spur behind the kitchen units
- 10) The kettle had been replaced with a new one.
- 11) The pots and pans, glasses, mugs, plates and utensils had either been replaced by the landlord or belonged to the current tenant.

### *Dining room*

- 1) There was no evidence of mould on the wooden panels underneath the window. Damp meter readings were taken, and no evidence of dampness was found.
- 2) One of the dining chairs was found to have loose screws, making it unstable.
- 3) The dining table had been removed.
- 4) There was no evidence of holes in the wall, aside from 2-3 small holes where it appeared that a picture or other item had previously been attached.
- 5) A new door lock and handle had been fitted. There were some signs of damage to the wood on the door, but when tested by the committee, the door was found to open and close properly.
- 6) Neither a sizeable hole nor mould were evident on the window sill.
- 7) There was a slight crack in the surface of the ceiling, which appeared to be cosmetic.

### *Outside/garden*

- 1) The rubbish in the garden had been cleared.
- 2) The bins had all been emptied.
- 3) The garden shed was full of various items, and the roof had a sizeable hole in it.
- 4) The fences had been repaired.
- 5) The garden was slightly overgrown.

## **Reasons for decision**

17. Following its inspection and the hearing, the committee determined that:

- some of the fixtures, fittings and appliances provided by the landlord under the tenancy are not in a reasonable state of repair and in proper working order
- some of the furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed.

18. The complaints before the committee as set out in the tenant's application, and the committee's determinations in relation to each of these, are set out below.

### *1. General issues*

19. Further to the observations of the committee at its inspection, as set out above at paragraph 16, the committee found no repairing standard

issues in relation to any of the complaints under this heading, as itemised at paragraph 3 of this decision. All carpets had been replaced, as had the boiler, which appeared to be operating normally. Carbon monoxide detectors had been fitted. No evidence of dampness was found anywhere in the property and no mould was observed, aside from the minor historic mould noted in various specific locations as described at paragraph 16 of this decision.

## *2. Front entrance*

20. Further to the observations of the committee at its inspection, as set out above at paragraph 16, the committee comments as follows on the complaints under this heading, as itemised at paragraph 3 of this decision. Firstly, there was no evidence that there had ever been a doorbell outside the front door. Ms McLelland told the committee that she believed that the tenant's complaint may have been that there was no doorbell. She also said she believed that the tenant's complaint about the handrail was that there was not one in place, rather than that there had been a handrail which was now missing. The committee found no evidence of damp or significant mould in either the front entrance ceiling or the hall cupboard. The committee therefore found no breach of the repairing standard in relation to any of these issues.
21. The committee did find, however, that the letterbox was loose and coming away from the door, and that its inner flap was missing. It was not therefore in a reasonable state of repair and in proper working order.

## *3. Bathroom*

22. Further to the observations of the committee at its inspection, as set out above at paragraph 16, the committee comments as follows on the complaints under this heading, as itemised at paragraph 3 of this decision. The toilet roll holder, while slightly loose, had been fixed to the wall. No vanity mirror was evident. There was a mirrored bathroom cabinet, which appeared to be in a reasonable state of repair. The shower curtain rail had been fixed to the wall, and a new shower curtain was in place. There were no signs of significant mould on the bathroom ceiling, although some mild staining was observed around the edges. The toilet seat had been replaced. There were some minor dents in the bath. The committee found that all of these items were in a reasonable state of repair and in proper working order.
23. The committee did find, however, that the toilet did not flush properly. The committee therefore determined that it was not in a reasonable state of repair and in proper working order. The committee also found that one light bulb

was missing from the bathroom ceiling light fitting, which had three bulb holders. It was not possible to establish whether the light fitting was functioning, but simply missing a bulb, or whether the empty bulb holder was broken. The committee therefore determined that, on the balance of probabilities, the light fitting was not in a reasonable state of repair and in proper working order.

#### 4. *First bedroom*

24. Further to the observations of the committee at its inspection, as set out above at paragraph 16, the committee found no repairing standard issues in relation to any of the complaints under this heading, as itemised at paragraph 3 of this decision. The ceiling light fitting had been replaced and was found to be operational, as were the refitted door lock and handle. While there was some minor cosmetic damage to the door, the committee determined that it was in a reasonable state of repair and in proper working order. There was no mirror present in the bedroom, and the committee determined that there was no repairing standard issue arising from this. The holes in the cupboard walls and ceiling appeared to be cosmetic, and the committee determined that the cupboard was in a reasonable state of repair and in proper working order.

#### 5. *Main bedroom*

25. Further to the observations of the committee at its inspection, as set out above at paragraph 16, the committee found no repairing standard issues in relation to any of the complaints under this heading, as itemised at paragraph 3 of this decision. The committee determined, on the basis of the inventory provided to the tenant at the start of the tenancy and the oral evidence of Ms McLelland, that the queen sized bed base was a furnishing provided by the landlord under the tenancy. While the committee observed that the surface of the bed base was slightly soiled, it determined that this was capable of being used safely for the purpose for which it was designed.
26. Ms McLellan told the committee that the TV stand had been removed prior to the current tenant moving in. The committee therefore determined that there was no repairing standard issue arising from this. The curtains had been replaced, and there were no signs of major mould growth or damp in the cupboard. The committee determined that these items were in a reasonable state of repair and in proper working order.
27. The tenant complained under this heading that she was *'not sure that wiring is up to code'*. An Electrical Installation Condition Report dated 7 April 2016 was provided to the committee by Miss Wilson, as required by its direction.

While this report recommended that the consumer unit should be upgraded, it found the overall installation to be satisfactory. The committee therefore determined on the basis of this that the electrical installation was in a reasonable state of repair and in proper working order.

## 6. Lounge

28. Further to the observations of the committee at its inspection, as set out above at paragraph 16, the committee comments as follows on the complaints under this heading. The ceiling fan/light appeared to be working properly. The curtains had been replaced. There was a loose cable tidy coming away from the wall, which did not appear to have any wires or cables inside it, or to be serving any appliance. The committee therefore considered this to be a cosmetic issue, rather than a repairing standard issue, although the committee observes that the landlords may wish to consider removing this altogether. There was a slight crack in the surface of the ceiling, which appeared to be cosmetic. The committee found all of the foregoing items to be in a reasonable state of repair and in proper working order.
29. The committee observed at its inspection that the front right leg was missing from the fridge, and that this had been replaced with a support. The fridge wobbled slightly when pressure was put on it, but appeared to be relatively stable. The committee therefore determined that the fridge was in a reasonable state of repair and in proper working order.
30. The committee observed at its inspection that the wall lights did not have bulbs in them. It was therefore unable to test whether the lights were working properly. The committee notes that the bulbs were noted as missing in the inventory provided to the tenant at the start of the tenancy. In the absence of light bulbs, the committee determines that, on the balance of probabilities, the wall lights were not in a reasonable state of repair and in proper working order.
31. The committee observed at its inspection that the top bar of a vertical blind fitting was in place in the window, but the slates were missing. The committee notes that this item was listed in the inventory provided to the tenant at the start of the tenancy, and it was noted on this that the blind required to be replaced. The committee determines that the blind was not in a reasonable state of repair and in proper working order.
32. The committee did not test the gas fire, but noted that the gas safety certificate dated 5 February 2016 showed that it had been disconnected and was not in use. The committee determines that the gas fire is an appliance provided by the landlord under the tenancy, as it was in the property at the



time the tenant moved in. The committee notes that while the fire was included in the inventory provided to the tenant, the inventory did not state that this had been disconnected. This is, however, noted in the gas safety certificate, which the committee assumes was provided to the tenant as required at the start of the tenancy.

33. The fire was not therefore in a reasonable state of repair and in proper working order, but in the circumstances, the committee did not consider it reasonable to require the landlords to repair or replace this. The committee observes, however, that the landlords should in future consider making it clear to any future tenants, in any inventory given to them, that the fire has been disconnected.

#### 7. *Kitchen*

34. Further to the observations of the committee at its inspection, as set out above at paragraph 16, the committee comments as follows on the complaints under this heading. The electric cooker showed some signs of rust on the front and the top, but when tested by the committee, it appeared to be operating properly. There was some slight staining on the window blind, which appeared to be cosmetic in nature. While there was evidence of past damage to the worktop around the sink, this had recently been repaired/resealed. There was some residual historic mould staining on the bottom shelf of one of the wall cupboards, but no evidence of any recent mould. The committee therefore determined that all of these items were in a reasonable state of repair and in proper working order.
35. The cooker switch on the wall did not switch the cooker off, but it appeared that this switch had been disconnected. While it was not possible to see this clearly, it appeared that the cooker cable had been wired in via a spur behind the kitchen units. The committee noted that the Electrical Installation Condition Report dated 7 April 2016 which had been provided to the committee did not indicate that there were any problems with the wiring in the kitchen. The committee therefore determined on the basis of this that the wiring arrangements for the cooker were in a reasonable state of repair and in proper working order.
36. The committee noted that the kettle complained about, which Ms McLelland confirmed was an appliance which had been provided by the landlords, had been replaced with a new one by the landlords. This appeared to be in a reasonable state of repair and in proper working order. The pots and pans, glasses, mugs, plates and utensils had either been replaced by the landlord or belonged to the current tenant. The committee determined that such items did not fall within the repairing standard, as they are not fixtures, fittings or

furnishings. There was accordingly no repairing standard issue to be addressed in respect of these complaints.

37. The committee determined, however, that a number of items under this heading did not meet the repairing standard. Firstly, there was a jagged crack on the dishwasher handle. The committee considered that this raised health and safety concerns, and that while there was no suggestion that the dishwasher was not otherwise operating correctly, the dishwasher handle/door was not in a reasonable state of repair and in proper working order.
38. Secondly, the light on the cooker hood (referred to by the tenant and in the inventory as the extractor fan) was found not to be working. It was not therefore in a reasonable state of repair and in proper working order. Thirdly, the cooker moved out some distance from the wall when the oven was opened. The committee considered that it might be expected that the cooker would be fixed in place, and that this movement of the cooker could present a health and safety issue. It therefore determined that the cooker was not in a reasonable state of repair and in proper working order. Finally, the hinge on the wall cupboard above the cooker was broken. The committee therefore determined that the cupboard door was not in a reasonable state of repair and in proper working order.

#### *8. Dining room*

39. Further to the observations of the committee at its inspection, as set out above at paragraph 16, the committee found that in relation to all but one of the complaints under this heading, there was no breach of the repairing standard obligation. There was no evidence of mould or dampness on or around the wooden panels underneath the window. There was no evidence of holes in the wall, aside from 2-3 small holes, which was a cosmetic issue, rather than a repairing standard issue. The refitted door lock and handle were found to be operating correctly. While there was some minor cosmetic damage to the door, the committee determined that it was in a reasonable state of repair and in proper working order.
40. There was no sizeable hole or mould were evident on the window sill. There was a slight crack in the surface of the ceiling, which appeared to be cosmetic. The committee therefore determined that both the window sill and the ceiling were in a reasonable state of repair and in proper working order. The dining table had been removed. Ms McLelland told the committee that this had been at the request of the current tenant. The committee was therefore unable to make a determination on this issue.

41. The committee determined that the dining chairs, which were included in the inventory provide to the tenant at the start of her tenancy, were furnishings provided by the landlords under the tenancy. The committee found at its inspection that one of the dining chairs was found to have loose screws, making it unstable. It therefore determined that at least one of the dining chairs was not capable of being used safely for the purpose for which it was designed.

#### 9. *Outside/garden*

42. The committee determined that the garden, fences and garden shed all form part of the house, in terms of section 194 of the Housing (Scotland) Act 2006. Further to the observations of the committee at its inspection, as set out above at paragraph 16, the committee found that in relation to all but one of the complaints under this heading, there was no breach of the repairing standard obligation. It found at its inspection that the rubbish in the garden had been cleared, the bins had all been emptied and the fences had been repaired. While the garden was slightly overgrown, the committee found that it was in a reasonable state of repair and in proper working order.
43. Finally, with regard to the garden shed, the roof had a sizeable hole in it, but the tenant had not made a complaint about this, so the committee was unable to make a formal finding in this regard. The tenant's complaint with regard to the shed was that it was full of rubbish. While the garden shed was indeed full of various items, the committee determined that this was not a repairing standard issue. The committee observed that the shed was in any event rendered unusable as a result of the hole in the roof, and that the landlords may wish to consider repairing or demolishing the shed.

#### **Summary of decision**

44. The committee determines that the landlords have failed to comply with the duty imposed by Section 14 (1) (b) of the Act, and in particular that the landlords have failed to ensure that the house meets the repairing standard in that 1) some of the fixtures, fittings and appliances provided by the landlord under the tenancy are not in a reasonable state of repair and in proper working order and 2) some of the furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed.
45. The committee therefore makes a Repairing Standard Enforcement Order (RSEO) as required by section 24 (2) of the Act. While Miss Lindsay Wilson is the registered landlord for the property, and is the landlord identified in the tenancy agreement, Miss Wilson and Mr Robert Young are the joint owners

of the property. The RSEO is therefore issued in the names of both Miss Wilson and Mr Young.

**Rights of Appeal**

46. 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.

47. The appropriate respondent in such appeal proceedings is the other party to the proceedings and not the panel or the committee which made the decision.

**Effects of Section 63 of the 2006 Act**

48. 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. 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... **Sarah O'Neill** ..... Date 7/9/16  
Sarah O'Neill, Chairperson

# Photograph Schedule

43 Reston Drive, Glasgow G52 2LP

Case Ref: PRHP/RP/16/0152 23<sup>rd</sup> August 2016



Front elevation



New carpets



New central heating boiler



Badly fitting letter box



Missing inner flap at letter box



Stair to upper floor



Stain at entrance stair ceiling



Old staining at Hall cupboard



Loose wallpaper in Hall.



Loose fitting toilet roll holder



Bathroom cabinet



New shower rail and curtain





Bathroom ceiling light



New toilet seat



Bathroom ceiling



Indentation in bath



New light fitting in bedroom 1



New door handle/lock in bedroom 1



Holes in Bedroom 1 cupboard



Staining in base of bed in Bedroom 2



New curtains in Bedroom 2



Wall lights in Living Room



Ceiling fan/light in Living Room



Fridge front right support





Living Room curtains



Redundant cable "tidy" in Living Room



Kitchen cupboard-old staining



Cooker -rusty section. Proud of wall



Kitchen blind-some staining



Repair at worktop



Cracked dishwasher handle



Cooker hood-no light



Broken hinge-cupboard above cooker hood.Timber panel beneath DR window



Dining Room chairs.



Small holes in DR wall.



New door handle in Dining Room



Dining Room window sill



Cracking in Dining Room ceiling



Decking in part of rear garden



New fence in rear garden



Clutter in garden shed





Roof of garden shed.