



REPAIRING STANDARD ENFORCEMENT ORDER

BY THE

PRIVATE RENTED HOUSING COMMITTEE

PRHP Ref: prhp/EH41/192/10

PROPERTY

All and whole the subjects know as and forming Dovecot Cottage, Colstoun Estate, near Haddington, East Lothian, being part of the Lands and Estate of Colstoun, in the Parish of Haddington, and being part of the subjects more particularly described in the disposition to Colin George Broun Lindsay recorded in the General Register of Sasines for the County of Haddington on the twenty third day of August nineteen hundred and fifty six.

PARTIES

MR ALISTAIR SKILLEN AND MRS LORNA SKILLEN, residing at Dovecot Cottage, Colstoun Estate, near Haddington, East Lothian, EH41 4PA.

Tenant

and

THE COLSTOUN TRUST, c/o Chalmers & Co., 48 High Street, Haddington, East Lothian, EH41 4PA.

Landlord

REPAIRING STANDARD ENFORCEMENT ORDER ('RSEO') AGAINST, THE COLSTOUN TRUST, c/o Chalmers & Co., 48 High Street, Haddington, East Lothian, EH41 4PA heritable proprietor of all and whole the subjects know as and forming Dovecot Cottage, Colstoun Estate, near Haddington, East Lothian, being part of the Lands and Estate of Colstoun, in the Parish of Haddington, and being part of the subjects more particularly described in the disposition to Colin George Broun Lindsay recorded in the General Register of Sasines for the County of Haddington on the twenty third day of August nineteen hundred and fifty six.

1. **WHEREAS** in terms of their decision dated 26th April, 2011 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 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 are 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');-
 - 3.1 The rear guttering of the property requires repair to ensure the gutters are in a reasonable state of repair and in proper working order.
 - 3.2 The external wall and roof of the spare bedroom require repair to ensure that the house is wind and water tight and in all other respects reasonably fit for human habitation

4. The Committee **HEREBY FURTHER ORDERS** that the Works specified in this Order must be carried out and completed before the expiry of the Completion Date of **TWELVE 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 by me, Steven Peter Walker, Advocate & Barrister, Chairman of the Private Rented Housing Committee, at London on the twenty sixth day of April two thousand and eleven before this witness, Hee Kiat Sii, solicitor, c/o 2-5 Warwick Court, London.

S Walker

Chairman

H K Sii

Witness



**PRIVATE RENTED HOUSING COMMITTEE
STATEMENT OF REASONS**

PROPERTY:

**Dovecot Cottage, Colstoun Estate, near Haddington, East Lothian, EH41
4PA**

INSPECTION & HEARING

14th April, 2011

STATEMENT OF REASONS

INTRODUCTION

1. This is an application dated 21st December, 2011 ('the application') made under section 22(1) of the Housing (Scotland) Act 2006 ('the Act') by Mr Alistair Skillen and Mrs Lorna Skillen ('the tenants') regarding the property known as and forming Dovecot Cottage, Colstoun Estate, near Haddington, East Lothian, EH41 4PA ('the property'). The landlord of the property is The Colstoun Trust ('the landlord'), c/o Chalmers & Co., 48 High Street, Haddington, East Lothian, EH41 4PA. The landlord is represented by Ms Sarah Fuller of Chalmers & Co. ('the agent').
2. In the application the tenants contend that the landlord has failed to comply with the duty imposed on them by section 14(1)(b) of the Act as the property fails to meet the repairing standard as set out in section 13(1) of the Act.
3. The Committee comprised

Chairman	Mr Steven Walker
Surveyor	Mr Donald Marshall
Housing Member	Mr John Blackwood

The Committee was assisted by the Clerk to Committee, Mr Robert Shea. Also present, was a new PRHP Chairman observer.

THE DOCUMENTATION

4. The Committee considered all the documents referred to it by the parties.

THE INSPECTION

5. The Clerk introduced the Committee to the parties. The Committee inspected the property. The tenants were present along with the agent. The rear guttering looked in a poor state of repair and there was evidence of significant water penetration in the spare bedroom.

DESCRIPTION OF THE PROPERTY

6. The property is an end terraced Victorian estate house which adjoins a dovecot constructed c. 1870 principally of stone construction beneath a pitched and slated roof, comprising of bedrooms, bathroom, kitchen and living room. The property is on the estate but is relatively close to Haddington and to local amenities.

THE HEARING

7. The hearing took place at the Bridge Community Education Centre, Poldrate, Haddington on 14th April, 2011. Both parties attended the hearing. The tenants' complaint is that the landlord had failed to meet the repairing standard as detailed in the application. The tenants consider there has been a failure by the landlord to meet the repairing standard. The tenants summarised the current issues at the inspection as follows;-

- (a) **The weathervane is in disrepair;**
- (b) **The dovecot door was opened and this contained pigeon excrement;**
- (c) **The rear guttering is leaking;**
- (d) **There is water leaking into the spare bedroom.**

8. The Chairman opened the hearing and advised both parties that they would each have an opportunity to address the Committee in relation to

the complaints. The Chairman then invited the tenants to address the Committee.

9. In summary, the tenants repeated their primary complaints contained within their application as summarised and augmented at the inspection in relation to the disrepair of the weathervane, the dovecot, the leaking rear guttering and the water leaking into the spare bedroom.
10. The tenants advised the Committee that the weathervane, although not part of their application, was dangerous. They said that the dovecot issue had been resolved prior to the inspection by the Committee. They advised that the rear guttering leaked and that there was significant water leaking into the spare bedroom from the roof/external wall area.
11. The Chairman then asked the agent to respond. In response, the agent said that the weathervane was not part of the tenants' application and that the dovecot issue had been resolved. The agent advised that the guttering had been repaired and was no longer in disrepair. She produced an invoice dated 25th February, 2011 from East Links Roofing and Building which confirmed that certain works had been carried out to the roof and a new stop end fitted to the gutter. The agent admitted that there was still a problem with water penetrating the spare bedroom and they were unable to identify the exact cause of this.
12. In reply the tenants said that the guttering was still leaking and that there was still water penetrating the spare bedroom. In further response the agent repeated her position in relation to both of these issues.
13. The Chairman then concluded the hearing.

THE ACT

14. Section 14(1)(b) of the Act provides;-

"14 Landlord's duty to repair and maintain

(1) The landlord in a tenancy must ensure that the house meets the repairing standard—

(a) at the start of the tenancy, and

(b) at all times during the tenancy."

15. Section 13 of the Act provides;

"13 The repairing standard

(1) A house meets the repairing standard if—

(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 (including drains, gutters and external pipes) 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,

(d) any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order,

(e) any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed, and

(f) the house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire."

FINDINGS OF FACT & REASONS

16. The complaints before the Committee as per the tenants' application and our determinations in relation to this are as follows;-

(a) The weathervane is in disrepair;

17. This issue was not part of the tenants' original application and so this Committee does not have jurisdiction to consider this issue. Accordingly, the Committee makes no determination in relation to this.

(b) The dovecot door was opened and this contained pigeon excrement;

18. The tenants advised the Committee that this issue was resolved prior to the inspection by the Committee. Accordingly, the Committee makes no determination in relation to this.

(c) The rear guttering is leaking;

19. At the inspection the Committee observed that the rear guttering was in a poor state of repair. Accordingly, the Committee determines that the rear guttering of the property is not in a reasonable state of repair and in proper working order.

(d) There is water leaking into the spare bedroom.

20. At the inspection the Committee observed that there was significant water penetration from the external wall and roof of the spare bedroom. Accordingly, the Committee determines that the house is not wind and water tight and in all other respects reasonably fit for human habitation

SUMMARY OF DECISION

21. The Committee accordingly determines that the landlord has failed to comply with the duty imposed by section 14(1)(b) of the Act in respect of certain complaints.
22. The Committee accordingly makes a Repairing Standard Enforcement Order as required by section 24(1).

RIGHT OF APPEAL

23. 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

24. 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.

Signed  S Walker

Steven P Walker
Advocate & Barrister

Chairman
Private Rented Housing Committee

26th April, 2011