



REPAIRING STANDARD ENFORCEMENT ORDER

BY THE

PRIVATE RENTED HOUSING COMMITTEE

PRHP Ref: PRHP/ML11/26/11

PROPERTY

4 White Lees Road, Oakdene, Lanark, ML11 YLD Title Number LAN86916

PARTIES

MR ALAN MILTON HUTTON, residing at Oakdene, 4 White Lees Road, Lanark, ML11 YLD.

Tenant

and

CHRISTOPHER MAY, c/o Redpath Bruce Property Management, 103 West Regent Street, Glasgow, G2 2DQ.

Landlord

**REPAIRING STANDARD ENFORCEMENT ORDER ('RSEO') AGAINST,
CHRISTOPHER MAY**, c/o Redpath Bruce Property Management, 103 West Regent Street, Glasgow, G2 2DQ.

1. **WHEREAS** in terms of their decision dated 29th May, 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');-
 1. The external front door requires painting to ensure that is in a reasonable state of repair and in proper working order;
 2. The back door requires repair/replacement to ensure it is wind and water tight and in all other respects reasonably fit for human habitation;
 3. In the bathroom, the cistern and hot water bath tap require repair to ensure they are in a reasonable state of repair and in proper working order. Furthermore, the lead pipes in the bathroom require replacement to ensure the house is in all other respects reasonably fit for human habitation.
 4. The bathroom and kitchen cupboard windows require repair to ensure they are in a reasonable state of repair and in proper working order;

5. In the kitchen the water penetration requires to be prevented to ensure that the house is water tight and in all other respects reasonably fit for human habitation. Furthermore, in the kitchen the water damaged ceiling and wall require repair to ensure they are in a reasonable state of repair and in proper working order.
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 **SIX 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.

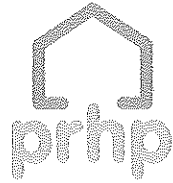
IN WITNESS WHEREOF these presents typewritten consisting of this and the preceding two pages are subscribed by me, Steven Peter Walker, Advocate & Barrister, Chairman of the Private Rented Housing Committee, at London on the twenty ninth day of May two thousand and eleven before this witness, Mr Hee Kiat Sii, solcitor, c/o 2-5 Warwick Court, London.

S Walker


Chairman

H K Sii


Witness



**PRIVATE RENTED HOUSING COMMITTEE
STATEMENT OF REASONS**

PROPERTY:

Oakdene, 4 White Lees Road, Lanark, ML11 YLD

INSPECTION & HEARING

26th May, 2011

STATEMENT OF REASONS

INTRODUCTION

1. This is an application dated 3rd February, 2011 ('the application') made under section 22(1) of the Housing (Scotland) Act 2006 ('the Act') by Mr Alan Hutton ('the tenant') regarding the property known as and forming Oakdene, 4 White Lees Road, Lanark ('the property'). His representative is his wife, Mrs Hutton ('Mrs Hutton'). The landlord of the property is Mr Christopher May ('the landlord') c/o Redpath Bruce Property Management, 103 West Regent Street, Glasgow, G2 2DQ. Mr R Campbell of Redpath Bruce Property Management appears as the landlord's agent ('the agent').
2. In the application the tenant contends that the landlord has failed to comply with the duty imposed on him 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 Mike Links
Housing Member	Mr Scott Campbell

The Committee was assisted by the Clerk to Committee, Mr Robert Shea. Also present was a new PRHP surveyor member who was observing.

THE DOCUMENTATION

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

THE INSPECTION

5. The Committee inspected the property on the morning of 26th May, 2011. Mrs Hutton was present at the inspection as was the agent. On inspection there were high damp meter readings on the kitchen wall above the fireplace and around the back door.

DESCRIPTION OF THE PROPERTY

6. The property is a semi-detached Victorian two storey house constructed c. 1840, principally of stone construction beneath a pitched and slated roof, comprising of an upper floor with 3 bedrooms and box room to rear, and the lower floor comprises of a bathroom, kitchen with two cupboards with windows, and 2 public rooms. The property is located in the centre of the town. The property is currently undergoing some refurbishment.

THE HEARING

7. The hearing took place at the Cartland Bridge Hotel, Lanark on 26th May, 2011. Both parties who attended the inspection attended the hearing. The tenant's complaint is that the landlord had failed to meet the repairing standard as detailed in the application. The tenant considers there has been a failure by the landlord to meet the repairing standard on the following matters;-

1. **Front door is not wind or waterproof and the door is not painted;**
2. **The back door is not wind or waterproof;**
3. **There are problems with the bathroom plumbing. The cistern is loose. The hot water bath tap is loose. There are lead pipes;**
4. **The windows in the kitchen and bathroom are unfinished;**

- 5. Water damage requires to be fixed in the kitchen wall and ceiling;**
- 6. There is a leak in the front bedroom;**
- 7. Electrical Issues.**

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. Before the Chairman invited the tenant's wife, Mrs Hutton, to address the Committee he advised the parties that the Committee only had jurisdiction to consider those matters which were referred to it in the tenant's original application. As Mrs Hutton showed the Committee some issues which were obviously not referred as part of the tenant's application the Chairman advised the parties that the Committee considered that it was only the above seven issues that were appropriately referred and could be considered by the Committee. Mrs Hutton agreed, as did the agent.
9. In summary, Mrs Hutton repeated her primary complaints contained within the application, but advised that given on the inspection the damp meter showed no presence of moisture in the front bedroom she wished to withdraw this complaint as well as the complaint concerning the electrical issues which had been resolved.
10. The Chairman then asked the landlord's agent to respond. In response, the agent advised that it was the landlord's intention to fit new draught excluders and threshold bars to the back and front doors by the end of June, 2011. He did not consider that the painting of the front door was the responsibility of the landlord. The agent agreed that the cistern and hot water bath tap were loose and that these would be fixed before the end of June, 2011. He advised that the entire house still contained lead pipework. It was the landlord's intention to replace the lead pipes into the kitchen cold water supply, but not the bathroom. The reason provided was that people do not normally drink water from the bath cold water tap. He advised that it was the landlord's intention to

connect a new alkathene supply pipe and to replace the lead pipes in the kitchen. No timeframe was given for these works to be completed. The agent also agreed that the two kitchen cupboard windows and the bathroom window had been poorly fitted and the external pointing was missing in places and that these would be fixed by the end of June, 2011. The agent advised that the water penetration of the kitchen ceiling and wall was remedied by remedial works carried out as recently as the end of April, 2011. As Mrs Hutton had withdrawn the complaints in relation to the leak in the front bedroom and the electrical issues, the agent did not address the Committee on these issues.

11. The Chairman then thanked the parties for their submissions and concluded the hearing.

THE ACT

12. 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.”

13. 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

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

1. Front door is not wind or waterproof and the door is not painted;

15. At the inspection the front door was observed to be wind and watertight. Accordingly, the Committee determines that the front door is in a reasonable state of repair and in proper working order insofar as this issue is concerned. However, at the inspection the external front door was unpainted and the Committee determines that in this respect the front door is not in a reasonable state of repair and in proper working order.

2. The back door is not wind or waterproof;

16. At the inspection the back door was observed to be not wind and watertight. The agent admitted at the hearing that the back door required a new threshold and draught proofing. Accordingly, the Committee determines that the back door is not wind and water tight and in all other respects reasonably fit for human habitation.

3. There are problems with the bathroom plumbing. The cistern is loose. The hot water bath tap is loose. There are lead pipes;

17. At the inspection the cistern and hot water bath tap were observed to be loose. This was admitted by the agent at the hearing. Accordingly, the Committee determines that the cistern and hot water bath tap are not in a reasonable state of repair and in proper working order. At the hearing the agent conceded that there were lead pipes in the property, including in the bathroom. This Committee is of the opinion that the presence of lead pipes in a property present an unacceptable hazard to health and should be removed as a matter of urgency and priority. As the tenant had only referred the lead pipes in the bathroom as part of the original application (and not the lead pipes in the rest of the property) we can only make a determination in relation to the lead pipes in the bathroom. We have no hesitation in doing so. Accordingly, the Committee determines that the house is not in all other respects reasonably fit for human habitation.

4. The windows in the kitchen and bathroom are unfinished;

18. At the inspection it was observed that the new double glazed windows in the two kitchen cupboards and bathroom were poorly installed. The agent conceded that the bathroom window and cupboard windows were poorly installed. Accordingly, the Committee determines that the bathroom and kitchen cupboard windows are not in a reasonable state of repair and in proper working order.

5. Water damage requires to be fixed in the kitchen wall and ceiling;

19. At the inspection it was observed that (1) the kitchen ceiling and wall were obviously water damaged above the fireplace and around the back door and (2) there were high moisture readings on testing with a damp meter. Accordingly, the Committee determines the house is not water tight and in all other respects reasonably fit for human habitation

and further determines that water damaged kitchen ceiling and wall are not in a reasonable state of repair and in proper working order.

6. There is a leak in the front box room;

20. At the inspection there was no evidence of water penetration in the front box room. The damp meter showed no moisture. Mrs Hutton withdrew this complaint at the hearing. Accordingly, the Committee makes no determination in relation to this issue.

7. Electrical Issues.

21. Mrs Hutton withdrew this complaint at the hearing. Accordingly, the Committee makes no determination in relation to this issue.

SUMMARY OF DECISION

22. 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.
23. The Committee accordingly makes a Repairing Standard Enforcement Order as required by section 24(1).

RIGHT OF APPEAL

24. 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

25. 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.

S Walker

Signed

Steven P Walker

Advocate & Barrister

Chairman

Private Rented Housing Committee

29th May, 2011