



Repairing Standard Enforcement Order
Ordered by the Private Rented Housing Committee

Ref: PRHP/G44/35/11

Re: Property at 24 Norfield Drive, Glasgow G44 4UD ("the Property")

Title Number: GLA117478

The Parties:-

MR STUART GLEN, residing at 24 Norfield Drive, Glasgow G44 4UD ("the Tenant")

MR LIAQUAT ALI, residing at 63 Kings Park Avenue, Glasgow G44 4UP ("the Landlord")

NOTICE TO MR LIAQUAT ALI, residing at 63 Kings Park Avenue, Glasgow G44 4UP

Whereas in terms of their decision dated 20th April 2012, the Private Rented Housing Committee determined that the Landlord had failed to comply with the duty imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 and in particular that the Landlord had failed to ensure that:-

- (a) The house is wind and watertight and in all other respects fit for human habitation (Section 13(1)(a).
- (b) 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 (Section 13(1)(c).
- (c) The fittings, fixtures and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order (Section 13(1) (d).

The Private Rented Housing Committee now requires the Landlord to carry out such works as are 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 landlords to carry out such works as are necessary to:

- (a) repair the roof of the property so that it is wind and watertight
- (b) repair the chrome overflow cap attached to the bath waste/overflow pipe in the bath of the property, so that the installations for sanitation within the property are in a reasonable state of repair and in proper working order

- (c) repair the radiator within the rear upper bedroom of the property to ensure it is connected to the central heating system and is adequately fixed to the wall, so that the installations required for space heating within the property are in a proper state of repair and in proper working order
- (d) repair the washing machine in the property, so that it is in a reasonable state of repair and in proper working order.

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

Signed **A Cowan** Date 3/5/12
Chairperson

C Millar

..... Witness
Carol Anne Millar Full Name
7 West George Street Address
Glasgow G2 1BA



Determination by Private Rented Housing Committee

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

Ref: PRHP/G44/35/11

Re: Property at 24 Norfield Drive, Glasgow G44 4UD ("the Property")

Title Number: GLA117478

The Parties:-

MR STUART GLEN, residing at 24 Norfield Drive, Glasgow G44 4UD ("the Tenant")

MR LIAQUAT ALI, residing at 63 Kings Park Avenue, Glasgow G44 4UP ("the Landlord")

Decision

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

Background

- 1 By application dated 13th February 2012 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.
- 2 The application by the Tenant stated the Tenant considered that the Landlord had failed to comply with their duty to ensure that the house meets the Repairing Standard and the Tenant brought forward the following alleged breaches:-
 - (a) There is dampness throughout the property.
 - (b) There is a water leak in the bathroom of the property.
 - (c) There are electrical problems throughout the property.
 - (d) The property has blocked guttering.
 - (e) There are two radiators within the property which are unattached.
 - (f) The bathroom door within the property is broken due to rot.

- (g) The kitchen door within the property has a broken panel.
- (h) The washing machine within the property is not in working order.

- 3 The Private Rented Housing Committee served Notice of Referral dated 16th February 2012 under Section 22(1) of the Housing Scotland Act 2006 on both the Landlord and the Tenant.
- 4 Both the Landlord and the Tenant were advised that the Committee intended to inspect the property on the morning of 20th April 2012 and to thereafter hold a hearing, as to the merits of the application, on the same date.
- 5 The Committee proceeded with the inspection and the hearing on 20th April 2012. The hearing and inspection were both attended by:-
 - (a) The Tenant, Mr Stuart Glen.
 - (b) The Tenant's representative – Fiona Brown, Senior Housing Advisor, Shelter.
 - (c) The Landlord, Mr Liaquat Ali.
 - (d) Ms Theresa Henderson, the Landlord's partner.

The hearing was held at the office of the Private Rented Housing Panel, Europa Building, 450 Argyle Street, Glasgow G2 8LH.

Description of Property

The property comprises a two storey end terrace red sandstone house located in a terrace of similar properties. The accommodation comprises a hall, living room, dining room, kitchen and large storage room on the ground floor and two double bedrooms, one single bedroom and bathroom on the upper floor. It is located on the southern outskirts of Hampden Park in Mount Florida and is accessed from within the grounds of the football stadium. This is a generally residential area around 3 miles south of Glasgow City centre.

The Inspection

- 6 At the inspection the Committee noted the following points:-
 - (a) The Committee noted that extensive works had been carried out by the Landlord in the rooms on both floors at the rear of the property. The Committee noted that the completion of these works included substantial re-plastering of parts of the walls of some of the rooms. The Committee noted that a damp meter recorded that there were some high levels of damp in certain limited areas where this work had been completed. In particular, there were high readings in the plasterwork around the back door of the property in the kitchen and in lower walls of the rear storage room of the property, (adjacent to the kitchen). No significant dampness or moisture readings were recorded elsewhere in the kitchen or the dining room of the property (currently used by the Tenant as a music room/work area). No other significant damp readings were noted in the upper floor rooms of the rear of the property.
 - (b) The Committee noted that the chrome overflow cap attached to the bath waste/overflow pipe was loose and could allow water to flow from the bath into the room below.
 - (c) The Committee noted at the start of the inspection that the Tenant accepted that the Landlord had carried out recent repairs to the property and had addressed any electrical problems which had existed.
 - (d) The Committee did not note any significant issues with the guttering and did not note that there were any particular blockages in the gutters.
 - (e) The Committee noted that at the start of the inspection the Tenant confirmed the Landlord had carried out some work to the radiators in the property but that one radiator continued to

remain unattached. The Committee noted that the radiator in the upper floor rear bedroom was not attached to the wall and was not plumbed into the central heating system.

- (f) The Committee noted at the start of the inspection that the Tenant accepted that the Landlord had repaired the bathroom door.
- (g) The Committee noted at the start of the inspection that the Tenant accepted that the Landlord had repaired the kitchen door.
- (h) The Committee did not operate the washing machine within the property.

The Hearing

- 7 At the hearing the Committee heard evidence from the Tenant, together with the Landlord, and the Landlord's partner. In addition the Landlord brought Mr R King, the owner of NIC Ltd to give evidence to the Committee. NIC Ltd had recently carried out extensive works to address issues of dry rot and dampness within the property.

With regard to each of the tenant's complaints the Committee noted that:-

- (a) NIC Ltd had been instructed in the summer of 2011 to carry out extensive works to the property. The works required at the property included works necessary to address damp and dry rot within the property. Within the property it was confirmed that the contractors had removed the affected timbers and damaged or damp plasterwork in the rear rooms on both floors of the property. They had re-plastered the walls in the rear storage room of the property of the ground floor adjacent to the kitchen. The bathroom floor had been completely removed and renewed. The entrance door to the bathroom had been reformed and walls re-plastered. The upper floor rear bedroom ceiling had been re-plastered and necessary works carried out in the landing area and upper hall, the back bedroom and loft to eradicate dry rot including replacement/treatment of all affected joist ends and rafters.

Externally the gutters had been cleared, roughcasting patch repaired to the upper rear elevation and the main roof of the property had been stripped and part re-tiled. The rear dormer window had been re-felted.

In his evidence the tenant suggested that notwithstanding these works the property continued to suffer from dampness.

Mr King on behalf of the contractors in his evidence stated that the property required an opportunity to fully dry out following extensive works which had been carried out to address the issues of damp and rot within the property. In particular it would be important to ensure that the property was adequately aired and heated to allow the property to dry out. The works which had been carried out by Mr King at the property were guaranteed by Mr King's company NIC Ltd.

The Tenant explained that he had been unable to live in the property during the period while the rot works were carried out over the last six months of 2011. During that period of time he had not been able to air or heat the property as he had not been able to live in the property.

The Tenant explained that at the start of January 2012 during a period of particularly heavy rain he had returned to the property to find that substantial water had collected on the floor of the room at the rear of the property which he used as his music room/study. This incident occurred after all the recent building works had been completed at the property. It was the Tenant's view that this collection of water had been due to an ingress into the property through the joint between the flat roof of the kitchen of the property and the adjacent abutting wall. The Landlord accepted that there had been water ingress into the property at this time. The Landlord further confirmed that the source of this water ingress had been further investigated, but that the contractor had been unable to establish the source of the water ingress which had caused that particular incident.

- (b) The Landlord accepted that the chrome overflow cap attached to the waste/overflow pipe in the bath was loose and was not fitted correctly and that it could allow water to escape from the bath into the room below.
- (c) The Committee noted that the electrical problems throughout the property had been addressed.
- (d) The Committee noted there was no evidence regarding blocked guttering.
- (e) The Committee noted that the Landlord accepted that one radiator in the upper rear bedroom required to be attached to the wall and plumbed into the central heating system.
- (f) The Tenant explained that the washing machine within the property did not operate and the Landlord did not appear to dispute that the washing machine was provided under the tenancy; nor was he in a position to dispute that the washing machine was not working properly.

Decision

8 Having inspected the property and having considered the evidence heard at the hearing:-

- (a) The Committee were not satisfied that there is evidence of an on-going issue in relation to material dampness/rot within the property. The Committee noted the extent of the works which had recently been completed at the property and which were designed to eradicate all dampness and rot within the property. The Committee accepted the evidence led on behalf of the Landlord that there will continue to be evidence of some dampness in the property until such times as the recent works have had an opportunity to "dry out". The property needs to be properly aired and heated, to allow this process to be completed.

The Committee were satisfied that there is evidence that there is an on-going source of a water leak, from the roof, into the property, at the large room at the rear of the property, which the Tenant uses as a work room/music room. The Committee were satisfied that this leak had continued to affect the property after the date of the completion of the major works at the property. The Committee accepted that the property does not meet the Repairing Standard in this respect, as the property is not wind and watertight.

- (b) The Committee accepted the Tenant's complaint that the chrome overflow cap attached to the waste/overflow pipe in the bath was loose, not fitted correctly, and liable to allow water to escape into the floor below. The Committee accepted that the property does not meet the Repairing Standard in this respect, as the installations for sanitation within the property were not in a reasonable state of repair or in proper working order.
- (c) The Committee noted that the Tenant had accepted that there were no on-going issues with electrical problems within the property. The Committee determined there was no failure in respect of the Repairing Standard in respect of this matter as at the date of the inspection and the hearing.
- (d) The Committee noted that there were no significant issues with the guttering at the property and that accordingly there was no failure in respect of the Repairing Standard in respect of this matter, as at the date of the inspection and the hearing.
- (e) The Committee noted that one radiator within the upper bedroom of the property was not plumbed in to the central heating system and was not fixed to the wall. The Committee accepted that the property does not meet the Repairing Standard in this respect, as an installation required for space heating within the property was not in a proper state of repair or in proper working order.
- (f) The Committee noted that the bathroom door was in a reasonable state of repair. The Committee determined there was no failure in respect of the Repairing Standard in respect of this matter, as at the date of the inspection and the hearing.

- (g) The Committee noted that the kitchen door was in a reasonable state of repair. The Committee determined there was no failure in respect of the Repairing Standard in respect of this matter, as at the date of the inspection and the hearing.
- (h) The Committee accepted the evidence of the Tenant that the washing machine in the property was not operating properly. The Committee accepted that the property does not meet the Repairing Standard in this respect, as an appliance provided by the Landlord under the tenancy and was not in a reasonable state of repair or in proper working order.

- 9 The Committee accordingly determined the Landlords had failed to comply with the duty imposed by Section 14 (1) (b) of the Act.
- 10 The Committee proceeded to make a Repairing Standard Enforcement Order as required by Section 24(1)(2) of the Act.
- 11 The decision of the Committee was unanimous.

Right of Appeal

- 12 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

- 13 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 A Cowan Date 3/5/02
Chairperson

C Millar Witness
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