



Repairing Standard Enforcement Order

Ordered by the Private Rented Housing Committee

Re: 1D Bruce Avenue, Inverness, IV3 5HA being part of the subjects described in and disposed by Feu Disposition by Inverness District Council in favour of David Rollo recorded GRS (Inverness) 25th January 1995 (Search Sheet No 41802) ('the Property')

The Parties:-

Ms Teresa Kobyiska residing at 1D Bruce Avenue, Inverness, IV3 5HA ('The Tenant')

David Rollo c/o, Martin & Co, 59-61 Academy Street, Inverness, 1V1 1LU ('The Landlord')

Case Ref No: PRHP/RP/15/0096

NOTICE TO

David Rollo c/o, Martin & Co, 59-61 Academy Street, Inverness, 1V1 1LU

Whereas in terms of their decision dated 2nd June 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 and in particular the Landlord have failed to ensure that the fixtures, fittings and appliances provided by the Landlord under the tenancy were in a reasonable state of repair and in proper working order.

The Private Rented Housing Committee now requires the Landlord to carry out such work as is necessary for the purposes 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.

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

1. Repair the living room door by installing a latch to the door and strike plate to the frame to enable the door to close properly.
2. Repair or replace the telephone entry apparatus to render it in proper working order.

The Private Rented Housing Committee order that these works must be carried out and completed By 14th July 2015.

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.

J Taylor

Signed..... Date 2nd June 2015

JACQUELINE TAYLOR, Chairperson

← K Byrne

..... witness: KEIRSTEN BYRNE, 65, High Street, Irvine



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

Re: 1D Bruce Avenue, Inverness, IV3 5HA being part of the subjects described in and disposed by Feu Disposition by Inverness District Council in favour of David Rollo recorded GRS (Inverness) 25th January 1995 ('the Property')

The Parties:-

Ms Teresa Kobylska residing at 1D Bruce Avenue, Inverness, IV3 5HA ('The Tenant')

David Rollo c/o, Martin & Co, 59-61 Academy Street, Inverness, IV1 1LU ('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) in relation to the Property, 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 14th March 2015 the Tenant applied to the Private Rented Housing Panel for a determination of whether the Landlord has failed to comply with the duties imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 ('the Act').
2. The application by the Tenant stated that she considered that the Landlord has failed to comply with their duty to ensure that the Property meets the repairing standard. She advised that the Property was not wind and watertight and in all other respects reasonably fit for human habitation; that the installations in the Property for the supply of water, gas and electricity and for sanitation, space heating and heating water are not in a reasonable state of repair and proper working order and that the fixtures, fittings and appliances provided by the Landlords under the tenancy were not in a reasonable state of repair and in proper working order.

In particular the application stated that:-

1. There is a single glazed window in the lobby, which does not provide much insulation from the outside cold.
2. There is no door knob on the living room door and hasn't been since I have moved in- that prevents me from closing the door and, as I mentioned above, the lobby is cold due to the old lobby window. It costs me £40/ week to keep the place reasonably warm (that is £480 every quarter- I'm sure you'll agree this is a horrendous amount of money to pay for electricity).
3. The ceiling paint in the kitchen is flaking and chips of paint end up in my food.
4. The bathroom walls and ceiling are covered in damp- there's no heating in there and no proper ventilation.
5. The boiler is broken.
6. The ventilation in the bedroom is literally a hole through in the wall that I have to cover up in autumn and winter to be able to sleep in there as it gets really cold.

7. The insulation in the attic is only three inches thick, which according to the gentleman that fitted the windows in my living room and bedroom should be ten inches in order to be effective. The result is that I am paying the amount of money mentioned above.
8. The building buzzer has been broken since we moved in. Every time I get a visitor I have to walk down the stairs to let them in. I am 56 years old and I have problems with my hips, sometimes running up and down stairs is getting difficult.
3. The President of the Private Rented Housing Panel, having considered the application, referred the application under Section 22 (1) of the Act to a Private Rented Housing Committee.
4. The Committee members were Jacqui Taylor (Chairperson) and Sara Hesp (Surveyor Member).
5. The Private Rented Housing Committee served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon both the Landlord and the Tenant, dated 15th April 2015.
6. The Committee attended at the Property on 28th May 2015. The Tenant and the Tenant's daughter Ella Kobylskathe were present. The Landlord was not present and was not represented. The Committee inspected the alleged defects and found as follows:-

6.1. There is a single glazed window in the lobby, which does not provide much insulation from the outside cold.

The window in the lobby was a UPVC single glazed unit. The Tenant was concerned that there was a draught which caused the living room door to open. However at the inspection, even though it was reasonably windy outside, there was no draught experienced from the window in the lobby.

6.2. There is no door knob on the living room door and hasn't been since I have moved in- that prevents me from closing the door and, as I mentioned above, the lobby is cold due to the old lobby window. It costs me £40/ week to keep the place reasonably warm (that is £480 every quarter- I'm sure you'll agree this is a horrendous amount of money to pay for electricity).

The living room door had been fitted with door knobs on both sides of the door. However there was no closing mechanism or latch on the door to keep the door closed. The other doors in the property had latches fitted to them.

6.3. The ceiling paint in the kitchen is flaking and chips of paint end up in my food.

The paint to the kitchen ceiling was flaking in places. The surveyor member of the Committee tested the ceiling with a damp meter. The reading confirmed that there was no dampness present. The flaking of the paint was due to condensation. The Committee noted that the kitchen window was capable of being opened.

6.4. The bathroom walls and ceiling are covered in damp- there's no heating in there and no proper ventilation.

There was evidence of some mould to the bathroom ceiling. The surveyor member of the Committee tested the ceiling with a damp meter. The reading confirmed that there was no dampness present. The mould was due to condensation. The Committee noted that the heated towel rail in the bathroom did not work and were most concerned to note that there was an electrical socket in the bathroom.

6.5. The boiler is broken.

The Tenant confirmed that the hot water cylinder and immersion heater were working and this item should not have been included in the application.

There was no other boiler in the property providing heating or hot water to the property.

6.6. The ventilation in the bedroom is literally a hole through in the wall that I have to cover up in autumn and winter to be able to sleep in there as it gets really cold.

There was a ventilation grill high on the external bedroom wall. The Tenant explained that it was very draughty and consequently she had filled the gaps in the ventilation grill with tissue paper.

6.7. The insulation in the attic is only three inches thick, which according to the gentleman that fitted the windows in my living room and bedroom should be ten inches in order to be effective. The result is that I am paying the amount of money mentioned above.

The surveyor member of the Committee carried out a head and shoulders inspection of the attic and noted that it was fully insulated.

6.8. The building buzzer has been broken since we moved in. Every time I get a visitor I have to walk down the stairs to let them in. I am 56 years old and I have problems with my hips, sometimes running up and down stairs is getting difficult.

The Committee noted that the entry phone in the living room worked but the buzzer to open the main door of the building was missing and accordingly the door could not be remotely opened.

7. Following the inspection of the Property the Private Rented Housing Committee held a hearing at The Spectrum Centre, 1 Margaret Street, Inverness, IV1 1LS.

The Tenant and the Tenant's daughter Elia Kobyskathe attended the hearing. The Landlord did not attend and was not represented.

In relation to the matters detailed in the Tenant's application the Tenant and her daughter advised as follows:

7.1 There is a single glazed window in the lobby, which does not provide much insulation from the outside cold.

The Tenant accepted that there had been no draughts from the lobby window at the inspection. She explained that on reflection the draught may be due to the fact that the living room door cannot be pulled shut as the latch is missing.

7.2 There is no door knob on the living room door and hasn't been since I have moved in- that prevents me from closing the door and, as I mentioned above, the lobby is cold due to the old lobby window. It costs me £40/ week to keep the place reasonably warm (that is £480 every quarter- I'm sure you'll agree this is a horrendous amount of money to pay for electricity).

The Tenant explained that the living room door does not close properly as the latch is missing.

7.3 The ceiling paint in the kitchen is flaking and chips of paint end up in my food.

The Tenant accepted that the damp meter showed that the kitchen ceiling was dry.

7.4 The bathroom walls and ceiling are covered in damp- there's no heating in there and no proper ventilation.

The Tenant showed the Committee photographs of mould to the bathroom ceiling and shower that was present at the start of her tenancy in 2011. She accepted that the damp meter showed that the bathroom ceiling was dry.

7.5 The boiler is broken.

The tenant confirmed that the hot water tank and immersion heater were working properly.

7.6 The ventilation in the bedroom is literally a hole through in the wall that I have to cover up in autumn and winter to be able to sleep in there as it gets really cold.

The Tenant explained that the ventilator was very draughty which was why she had filled the gaps with tissue paper.

7.7 The insulation in the attic is only three inches thick, which according to the gentleman that fitted the windows in my living room and bedroom should be ten inches in order to be effective. The result is that I am paying the amount of money mentioned above.

The Tenant explained that the attic had been inspected by an insulation specialist who had advised that the insulation should be ten inches thick.

7.8 The building buzzer has been broken since we moved in. Every time I get a visitor I have to walk down the stairs to let them in. I am 56 years old and I have problems with my hips, sometimes running up and down stairs is getting difficult.

The Tenant explained that she was unable to open the main door of the building remotely using the handset as the buzzer was broken.

Summary of the issues

8. As stated above, the Tenant confirmed at the inspection and the hearing that the boiler had been satisfactorily repaired.

Therefore the issues to be determined are:-

8.1 The Property is not wind and watertight and in all other respects reasonably fit for human habitation (Section 13(1)(a) of The Housing (Scotland) Act 2006).

Whether the condition of the lobby window, the kitchen ceiling, the bathroom walls and ceiling and the insulation in the attic result in the Property not being wind and water tight and in all other respects reasonably fit for human habitation.

8.2 That the fixtures, fittings and appliances provided by the Landlords under the tenancy were not in a reasonable state of repair and in proper working order (Section 13(1)(d) of The Housing (Scotland) Act 2006).

Whether the living room door; the ventilator in the bedroom and the door entry apparatus are in a reasonable state of repair and in proper working order.

Findings of fact

9. The Committee found:-

9.1 The Property is not wind and watertight and in all other respects reasonably fit for human habitation (Section 13(1)(a) of The Housing (Scotland) Act 2006).

The lobby window was wind and watertight.

The kitchen ceiling and bathroom walls and ceiling were not damp.

As there was full insulation in the attic the property met the insulation requirements of the tolerable standard as defined in the Housing (Scotland) Act 2006. They reflected that it is not a requirement of the Repairing Standard for there to be additional insulation.

Therefore the Committee found that the Property IS wind and watertight and in all other respects reasonably fit for human habitation.

9.2 That the fixtures, fittings and appliances provided by the Landlords under the tenancy were not in a reasonable state of repair and in proper working order order (Section 13(1)(d) of The Housing (Scotland) Act 2006).

The living room door was not in proper working order as it does not stay shut on its own as the latch and strike plate were missing.

The ventilator in the bedroom was working correctly even although it was draughty.

The door entry system was not in proper working order as it was not possible to open the main door of the building using the apparatus in the property as the buzzer button was missing.

Therefore the Committee found that the living room door and the door entry system were defective and were not in a reasonable state of repair and in proper working order.

Decision

10. The Committee accordingly determined that the Landlord had failed to comply with the duties imposed by Sections 13 (1)(a) and 13(1)(d) of the Act, as stated.

11. The Committee proceeded to make a Repairing Standard Enforcement Order as required by section 24(1).

12. The decision of the Committee was unanimous.

Right of Appeal

13. 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

14. 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.

J Taylor

Signed
Chairperson

..... Date 2nd June 2015