



**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**

**In connection with**

**Property at 9 Echline Farm Cottages, 16 Echline, South Queensferry EH30 9SW  
(hereinafter referred to as "the House")**

**Rosemary Williamson, formerly of 9 Echline Farm Cottages, 16 Echline, South  
Queensferry EH30 9SW (hereinafter referred to as "the Tenant")**

**Alan Charles Gemmill, 85 Glasgow Road, Perth PH2 0PQ (hereinafter referred  
to as "the Landlord")**

**PRHP REFERENCE PRHP/RP/13/0022**

**DECISION**

The Committee having made such enquiries as are 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 (hereinafter "the Act") in relation to the House, and taking account of the evidence led on behalf of the Landlord at the hearing and of the written documentation attached to the application and submitted by the parties, determined that the Landlord had not failed to comply with the duty imposed by section 14(1)(b) of the Act.

**Background**

By application dated 20 May 2013 (hereinafter referred to as the "Application") the Tenant applied to the Private Rented Housing Panel (hereinafter "the PRHP") for a determination of whether the Landlord had failed to comply with the duties imposed by section 14(1)(b) of the Act.

The Application stated that the Tenant considered that the Landlord had failed to comply with the duty to ensure that the House meets the repairing standard and in particular that the Landlord had failed to ensure compliance with the following paragraphs of section 13(1) of the Act:

*“(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...”*

The Tenant complained of the following matters:

- 1 an infestation of woodlice;
- 2 gaps under the exterior doors;
- 3 vegetation growing on the flat roof; and
- 4 a gas safety certificate had not been made available to her.

By letter of 4 July 2013, the President of the PRHP intimated a decision to refer the application under section 23(1) of the Act to a Private Rented Housing Committee (hereinafter referred to as “the Committee”).

The Committee comprised the following members:

John McHugh, Chairperson  
John Blackwood, Housing Member  
Ian Mowatt, Surveyor Member.

The Committee served Notice of Referral in terms of Paragraph 1 of Schedule 2 to the Act upon the Landlord and the Tenant.

A hearing and inspection were fixed for 9 September 2013.

The Committee inspected the House on 9 September 2013. The Tenant was neither present nor represented. She is no longer the tenant of the House and had advised in her written submission of 16 July 2013 that she did not intend to be present. The Landlord and his wife were present as was his letting agent, Kim McIntosh of Alba Residential Ltd.

Following the inspection, the Committee held a hearing at Roseberry Hall, High Street, South Queensferry. The Committee considered the written evidence submitted by the parties and heard representations on behalf of the Landlord. Again, the Tenant was neither present nor represented at the hearing. The Landlord, his wife and Ms McIntosh of Alba Residential were present.

### **Submissions at the Hearing**

The Landlord advised that he did not consider that there were sufficient woodlice to constitute an infestation. It was possible that there were from time to time a small quantity of woodlice but that was normal in any house.

The Landlord advised that the House was currently being let to new tenants, there was a history of letting prior to the Tenant's occupation and the Landlord had himself lived in the House before that. During these periods, the Landlord had neither himself observed, nor received complaints of, high levels of woodlice.

The Landlord's agent advised that a pest controller had been sent to the House but had not identified a treatable problem.

The Landlord's agent acknowledged that there had been some delay in dealing with the Tenant's complaints which she said related principally to issues within her organisation as opposed to on the part of the Landlord. The Landlord was keen to point out that he had been for a long time unaware of the Tenant's complaints. If he had been aware, then he would have ensured that the matters received more prompt attention than they did in this case.

The Landlord advised that professional roof works had been completed the previous week. The flat roof had been cleared of dry moss which had been present. It was described as a patch approximately 4 feet by 4 feet of dry moss. The valley gutter had been cleared of vegetation. There had been no problems with the flat roof.

The Landlord's agent advised that when it had been requested by the Tenant, a Gas Safety Certificate had been provided. It had always been in existence and a copy should have been provided by Alba at the time that the Tenant moved in. If that had not been included by Alba in the document package provided, then that had been an oversight which had since been remedied. The Landlord's Agent had produced to the Committee a copy of a Gas Safety Certificate dated 19 February 2013 along with its written representations dated 15 July 2013.

The Landlord advised he had never before or since the Tenant's period of occupation, had complaints about, nor himself experienced, water ingress or draughts from the exterior doors. Although the front door was old and potentially capable of being more prone to allowing in draughts than a newer door, there was a vestibule area with a more modern internal door separating the living space from the front door.

### **Summary of the Issues**

The issue to be determined is whether the House meets the repairing standard as laid down in section 13 of the Act and whether the Landlord has complied with the duty imposed by section 14(1)(b).

## Findings in Fact

The Committee confined their inspection to the items of complaint detailed within the Tenant's Application.

The Committee made the following findings in fact:

- 1 The House is one of a row of terraced cottages of considerable age but which has been modernised.
- 2 The Landlord and the Tenant entered into a Tenancy Agreement in respect of the House on 22 February 2013.
- 3 The Landlord was recorded on the Lease as Alan Charles Gemmill.
- 4 Alan Charles Gemmill is the registered owner of the House.
- 5 The Landlord employed Alba Residential Ltd as his agent.
- 6 The Tenant took possession of the House from 22 February 2013.
- 7 The Tenant ceased to occupy the House from on or around the date of termination of the Lease (23 August 2013).
- 8 The provisions of Chapter 4 of Part I of the Act apply to the tenancy.
- 9 The Tenant notified the Landlord of the defects in the house which are now the subject of the Application by letter addressed to the Landlord's agent on 24 April and 1 May 2013.
- 10 The inspection on 9 September 2013 revealed:
  - a. The House was generally in a high standard of repair.
  - b. There was no evidence of the presence of wood lice other than a single wood louse observed at the back door.
  - c. There was no evidence of the growth of vegetation on the flat roof or in the gutters. It was difficult to inspect fully the flat roof from the ground but, if vegetation had been present, it would have been capable of being observed from ground level at the side or rear of the House.
  - d. Although gaps were evident at the bottom of the front and rear doors, there was no evidence that these had allowed significant water or cold air ingress.

## **Reasons for the Decision**

### Woodlice

We found no evidence of the presence of significant levels of woodlice. If there had ever been a greater level of woodlice, then that was not evident.

### Roof

The roof had been cleaned very recently. There was no evidence of the presence of vegetation on the roof or gutters.

### Gas Safety Certificate

A Gas Safety Certificate has been in existence throughout the tenancy and was made available by the Landlord's agent to the Tenant in July 2013.

### Bath seal

Although mentioned in the Tenant's correspondence, this issue was neither intimated to the Landlord nor included in the Application and, accordingly, we have determined that we may make no finding in respect of this matter. It was in any event evident that the bath had been resealed.

We found the evidence given on behalf of the Landlord on all relevant matters to be credible and reliable.

### The Repairing Standard

The Committee consider that there is no breach of the repairing standard. Accordingly, no Repairing Standard Enforcement Order should be made.

## **Decision**

The Committee, considering the terms of section 13(3) of the Act, determined that the Landlord had not failed to comply with the duty imposed by section 14(1)(b) of the Act.

The decision of the Committee was unanimous.

## **Right of Appeal**

Section 64 of the Act provides a right of appeal to a landlord or tenant aggrieved by a decision of a private rented housing committee. An appeal may be made to the Sheriff within 21 days of the Landlord or Tenant being informed of the decision.

Where such an appeal is made, the effect of the decision and 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 McHugh

John M McHugh  
Chairperson

Date: 24 September 2013