



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

**prhp Ref: PRHP/RP/14/0124**

**Re: 8F Hepburn Street, Dundee, DD3 8BN ("the Property")**

**The Parties:-**

**MS LAURA PRESTON residing at 8F Hepburn Street, Dundee, DD3 8BN ("the Tenant")**

**MR and MRS WILLIAM NORRIE residing at 5 Albany Road, Dundee (represented by their agent Mr Jack Ramsay of Westburn Services, 124 King Street, Broughty Ferry, Dundee) ("the Landlords")**

**Decision**

The Committee, having made such enquiries as it saw fit for the purposes of determining whether the Landlords has complied with the duty imposed by Section 14 (1)(b) in relation to the house concerned, and taking account of the evidence led by both the Landlords representative and the Tenant at the hearing, determined that the Landlords had not failed to comply with the duty imposed by Section 14 (1)(b) of the Act.

**Background**

1. By application dated 12 May 2014 the Tenant applied to the Private Rented Housing Panel for a determination of whether the Landlords had 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 the Tenant considered that the Landlords had failed to comply with his duty to ensure that the house meets the repairing standard and in particular that the Landlords had failed to ensure that:-
  - (a) The structure of and exterior of the Property (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order;
  - (b) The installations in the Property 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;
  - (c) Any fixtures, fittings and appliances provided by the Landlords under the tenancy are in a reasonable state of repair and in proper working order;
  - (d) Any furnishings provided by the Landlords under the tenancy are capable of being used safely for the purpose for which they are designed;
3. By letter dated 9 June 2014 the President of the Private Rented Housing Panel intimated a decision to refer the application under Section 22 (1) of the Act to a Private Rented Housing Committee.
4. The Private Rented Housing Committee served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon both the Landlords and the Tenant.

5. Following service of the Notice of Referral neither party made any material written representations to the Committee.
6. The Private Rented Housing Committee (comprising Mr E K Miller, Chairman and Legal Member; Mrs G Wooley, Surveyor Member; and Mr Michael Scott, Housing Member) inspected the Property on the morning of 7 August 2014. The Tenant and the Landlords' representative were present during the inspection.
7. Following the inspection of the Property the Private Rented Housing Committee held a hearing at Douglas Community Centre, Balmoral Avenue, Dundee. The Landlords were not present but were represented by their agent Mr Ramsay of Westburn Services. The Tenant was present and was also represented by Ms Vicky McLanders of Dundee North Law Centre.
8. The Tenant submitted that the Property was in breach of the repairing standard. The Tenant highlighted that she was of the view that the electrical system within the Property needed further work. Whilst the Landlord had carried out some works she submitted that these had not been done correctly and there was insufficient electricity supply to the Property. She highlighted the cost that was being incurred in heating the Property and in utilising the cooker. The Tenant also highlighted issues arising from a leak to the Property. The Tenant was concerned about the plumbing supply to both the bathroom and the kitchen as well. Lastly the Tenant highlighted various issues regarding the windows which she submitted required to be overhauled.
9. The Landlords submitted that whilst there had been a historic problem with water ingress, this had now been dealt with. The Landlords' agents had gas safety certificates and an electrical installation condition report. The Landlords had had some works carried out as a result of the original electrical installation condition report and was satisfied that everything in the Property was in working order. The Landlords' agents submitted that there were no issues with the central heating system and it was simply that the Tenant was not working the system properly. The Landlords' agent accepted that some of the windows could do with easing but overall felt they were in generally good condition and met the repairing standard.

#### **Summary of the issues**

10. The issues to be determined are:-
  - (a) Whether any further electrical works are required to the Property to allow it to meet the repairing standard.
  - (b) Whether there are any damp issues affecting the Property and, in particular, the living room and the bedroom.
  - (c) Whether there is mould affecting the bathroom and bathroom fittings and whether the toilet needs to be repaired/replaced.
  - (d) Whether there were any plumbing issues in both the kitchen and bathroom that require to be attended to.
  - (e) Whether the central heating was working properly and otherwise met the repairing standard.
  - (f) Whether the cooker was working properly and met the repairing standard.
  - (g) Whether the windows met the repairing standard.

#### **Findings of fact**

11. The Committee finds the following facts to be established:-

- The electrical system within the Property met the repairing standard and no further works were required.
- The Property was not affected from dampness and met the repairing standard.
- Any mould in the bathroom was very minor and was caused by condensation arising from normal use. No bathroom fittings required to be replaced.
- The plumbing in the bathroom and kitchen was in proper working order and met the repairing standard.
- The central heating appeared to be in proper working order and met the repairing standard.
- The cooker in the Property was in proper working order and met the repairing standard.
- The windows, whilst some would benefit from being eased, were in generally good condition and met the repairing standard.

### **Reasons for the decision**

12. The Committee based its decision primarily on the evidence obtained during the course of the inspection.

The Tenant had complained that there were various electrical issues within the Property. These caused her television and radio to cease working, there were problems with her internet and she was concerned regarding some of the light fittings. The Tenant acknowledged that the Landlords had had some works carried out and had replaced facing plates on plugs and sockets. The Landlords produced an electrical installation condition report from a suitably qualified electrician. The report was detailed and was of good quality. The report highlighted a few minor issues and two more serious issues (categorised as C2). The Landlords produced invoices from the electrician confirming that the C2 works (and indeed most of the other minor works) had been completed. There did not appear to be any electrical items that were not working at the point of the inspection and accordingly the Committee was satisfied that there was no breach of the repairing standard in this regard.

The Tenant complained of damp issues within the Property caused by leaks from the roof. The Tenant accepted that repair works had been carried out and that as at the date of the inspection these appeared to have been effective. The Landlords confirmed that there had been two leaks to the Property from the roof above (one above the living room and one above the rear bedroom). The Landlords had tried to get the Council to deal with both. Whilst the Council had eventually dealt with the leak at the rear of the Property the Landlords had simply carried out the repair required to address the leak to the living room themselves. The Surveyor Member took damp meter readings at both locations. The leak in the living room appeared to have completely dried out. There was a small patch of damp in the rear bedroom but the Committee were satisfied that this was just simply an area that was still drying out. Accordingly the Committee was satisfied that there was no breach of the repairing standard.

The Committee inspected the bathroom. The Tenant alleged that there was excessive mould. The Committee noted that there was some minor mould patches. These were consistent with normal use of the bathroom and could be cleaned off if required. The Committee was satisfied that there was no breach of the repairing standard in this regard.

The Tenant also complained regarding the toilet at the Property. She highlighted that it did not flush properly and the hook within the cistern often disconnected. The Committee inspected the toilet. On the day in question it appeared to be in working order. The cistern was fixed securely to the wall. The Committee accepted that the toilet unit was an old and

inexpensive unit and would not be particularly efficient. Nonetheless on the day it appeared to be in proper working order. The Landlords' agent accepted at the Hearing that the toilet unit was old and worked poorly and undertook to replace it. Accordingly the Committee was satisfied that there was no breach of the repairing standard.

The Committee considered whether there were any further plumbing issues in the bathroom and kitchen. The Tenant had complained that the water in the kitchen sink often did not drain away correctly. She required to unblock it every 6 weeks or so. She also complained that water from the toilet and bathroom sink would rise up and come out of the bath plughole. The Committee did not consider that there were any issues in relation to the kitchen sink. It was not uncommon to have to periodically ensure that kitchen sinks drained freely. This was a normal result arising from minor food particles being washed down the sink. On the day in question the sink was draining freely. In relation to the plumbing issues in the bathroom the Committee noted that the toilet drained to a separate stack from the bath/sink. Accordingly, it was virtually impossible for any water from the toilet to rise up through the bath. It was possible that some minor issues may arise in relation to water draining from the sink. The Tenant, when highlighting the issue to the Committee, demonstrated that the water only rose to around the level of the plughole in the bath. This seemed to be to the Committee to be a very minor issue and they were satisfied there was no breach of the repairing standard.

The Tenant had complained that the central heating was not in proper working order. The Tenant complained that the radiators would often not come on and heat the Property. The Committee noted that the Tenant had the heating set at 15 degrees as her normal setting. The Committee was of the view that in a tenement building, thermostatically regulated heaters would not come on at this setting. If the Tenant wished the heat to come through more regularly then she would require to raise the general thermostat setting to ensure the heaters came on more regularly. The Tenant was complaining about the cost of using the heating and electrics at £30 per week. The Committee was of the view that was a fairly standard amount. The fundamental issue seemed to be a combination of the Tenant failing to work the system properly and having issues in relation to affordability. However, it seemed to the Committee that the system did appear to be in proper working order and that there were no issues. The Landlords' agent had produced a clear gas safety certificate confirming that the system was in order.

The Committee inspected the cooker at the Property. The Tenant confirmed that it did work but took a very long time to heat up and to heat food. The Committee noted that the cooker was a cheaper unit and was not fan assisted. Accordingly it did not appear to the Committee that it would be particularly efficient. Nonetheless it did appear to be in proper working order and accordingly the Committee was satisfied there was no breach of the repairing standard.

The Committee inspected the windows at the Property. The windows did appear to open and close properly and generally appeared to be in proper working order. There was one missing window catch, which the Landlords' agent confirmed he was waiting for a replacement for (there was another operative window catch on that window in any event). The windows were a little stiff and would benefit from easing (which the Landlords' agent undertook to do). Generally the Committee was satisfied that the windows were in good condition and met the repairing standard.

The Tenant was firmly of the view that the Property had numerous defects and was causing issues with her health. She was of the view that the Property was not fit for human habitation. The Committee, whilst accepting that there had been some historical issues with the Property in relation to water ingress, was firmly of the view that the Property was in adequate condition and met the repairing standard. The Property was above the average condition of private rented property and was perfectly suitable for human habitation. Accordingly the Committee was satisfied that the Landlords had complied with the duties incumbent upon them.

**Decision**

- 13. The Committee accordingly determined that the Landlords had not failed to comply with the duty imposed by Section 14 (1)(b) of the Act.
- 14. The decision of the Committee was unanimous.

**Right of Appeal**

- 15. **A Landlords 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**

- 16. 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.

**E Miller**

Signed ..... Date *12/9/19* .....  
Chairperson