



PRIVATE RENTED HOUSING PANEL

Housing (Scotland) Act 1988

Determination for Short Assured Tenancy

REFERENCE NO.

PRHP/RS/15/0348

APPLICATION RECEIVED

21 December 2015

ADDRESS OF PREMISES

5 Mayfield Road, Inverness, IV2 4AE

TENANT

Mr Christian Fransson, Ms Barbara Pfeifer

NAME AND ADDRESS OF LANDLORD

Ms Shona Pringle
c/o Simply Let, Alton House, 4 Ballifeary
Road, Inverness, IV3 5PJ

AGENT

Simply Let
Alton House, 4 Ballifeary Road, Inverness, IV3
5PJ

RENTAL PERIOD

12 months

DATE TENANCY COMMENCED

1 June 2015

DESCRIPTION OF PREMISES:

Three bedroomed detached bungalow built post war of traditional construction with rendered walls and a concrete tiled roof, located in its own grounds and situated in a mainly residential area close to the centre of Inverness

SERVICES PROVIDED

Garden maintenance

COMMITTEE MEMBERS

CHAIRPERSON
SURVEYOR MEMBER
HOUSING MEMBER

David Preston
Sara Hesp

PRESENT RENT

£900.00 pcm

DETERMINED RENT

£900.00 pcm

Remarks

15-Mar-16

D. PRESTON

X

Chairman of Private Rented Housing Committee

Signed by: DAVID MICHAEL PRESTON

Determination and Reasons

PRIVATE RENTED HOUSING PANEL HELD ON: 8 March 2016

PROPERTY: 5 Mayfield Road,, IV2 4AE

Background:

1. This was an application by the tenants to the Private Rented Housing Panel ("PRHP") under section 34 (1) of the Housing (Scotland) Act 1988 ("the Act") in respect of the property. The tenancy was a short assured tenancy for a period of 12 months which commenced on 1 June 2015. The Committee was advised that the parties had agreed on an early termination of the tenancy on 1 April 2016.
2. In the application dated 17 December 2015 the tenants complained that:
 - a. The landlord was failing to provide the garden maintenance service which they maintained was included in the rent.
 - b. They had been required to extensively clean the interior of the property.
 - c. There was no light or electricity supply to the garage.
 - d. There had been a leaking conservatory which was unusable until October 2015.
 - e. The windows were in very bad condition.
 - f. Trash had been left in the garden after numerous requests for its removal.
 - g. The driveway was very messy and had not been cleaned.
 - h. The garden had been very messy and had not been taintied up before the start tenancy.
3. The matter was referred to Private Rented Housing Committee ("the Committee") and both parties were invited to make written representations and were notified that an inspection and hearing would take place on 8 March 2016.
4. By email dated 6 January 2016 the landlord's agents submitted representations on her behalf together with a schedule of comparable properties and a number of attachments. By email dated 6 January 2016 the tenants submitted for the representations and photographs.
5. The tenants maintained that due to the considerable difficulties which they had encountered that the rent being paid was excessive.

The Inspection and Hearing:

6. The tenants were present throughout the inspection and the landlord was represented by her husband, Malcolm Pringle, who was also present throughout.
7. The property is a detached bungalow comprising hallway, living area, kitchen, utility room, bathroom and three bedrooms, one of which has an en-suite shower room. The property has been extended and has the benefit of a conservatory to the side and a separate timber outbuilding in the garden. There is adequate car parking within the garden ground. The property has an internal area of 143.1 square metres or thereabouts.
8. The location of the property is in a quiet residential area with secluded properties and easy access to: local amenities; city centre; shops; supermarkets; transport links and schools.

The Hearing:

9. The hearing took place within the Spectrum Centre, 1 Margaret Street, Inverness IV1 1LS. The tenants and Mr Pringle attended the hearing and provided oral evidence.

10. The Committee had the following documentation before it:
 - a. copy form AT4 17 December 2015;
 - b. copy lease dated 8 May 2015;
 - c. copy representations on behalf of the landlord dated 16 January 2016 together with attachments;
 - d. copy representations and photographs submitted by the tenants along with the application and email of 16 January 2016.

11. The tenants outlined three areas of concern in respect of which they considered that the rent was excessive:
 - a. they had been unable to make use of the conservatory between the start of the lease and October 2015 as there had been problems with water ingress but these had been fixed by the silicon being renewed. They had been unable to furnish the conservatory as anything which they had put in would have been damaged by the water ingress. As the conservatory had formed part of the property for which they were paying rent they complained that the inability to use it entitled them to a reduction;
 - b. when they had viewed the property in April 2015 they had been told that the garden would be maintained by the landlord. When they moved in it was apparent that the garden had not been maintained and they complained to the agents. Garden maintenance was eventually carried out by Mr Pringle. They had understood that the garden maintenance would be carried out fortnightly but at the time of the application there had only been 7 visits over a period of 28 weeks;
 - c. when they had viewed the property in April 2015 and when they had moved in there had been electricity and lighting in the garage but on 2 June 2015 the electricity supply was disconnected. After the application had been submitted to PRHP, battery powered emergency lighting had been installed in December 2015. The tenants complained that the lack of lighting in the garage meant that they were not able to use it because it was so dark and the floor was uneven.

12. In response, Mr Pringle advised the Committee:
 - a. he acknowledged that there had been a delay in having the problems with the conservatory resolved. He had instructed his agents to organise the repairs and he understood that they had spent some considerable time in identifying the source of the water ingress which had been fixed when it had been identified. He had not been advised of the extent of the problem and had understood that by passing the responsibility for rectifying it to his agents it would have been dealt with. He apologised to the tenants for the inconvenience they suffered as a result;
 - b. it had not been the landlord's intention to carry out garden maintenance. He had been told by his agents that the tenancy agreement was described by them as in a standard form under which garden maintenance would be the responsibility of the tenants. He had been advised in July 2015 that the agents had actually agreed with the tenants that maintenance would be carried out by the landlord and he had therefore attended to that and had carried out routine maintenance since then;
 - c. he did not regard what had been described as a garage as such. He regarded it as a storage shed. He explained that when he and his wife had purchased the property there had been an electricity supply to the garage/shed and he acknowledged that a supply had been connected in April 2015. However his agents had advised that when their electrician had been preparing an Electrical Installation Condition Report in preparation for letting the property, they had found that the supply was unsafe and as a consequence it was disconnected by them. When he found that he was responsible for maintaining the garden he had sought to re-connect the supply for that purpose but had been advised not to do so. He had agreed to supply battery-powered emergency lighting which had been installed.

13. In response to questions from the Committee the tenants advised that they had raised the possibility of a rent reduction with the landlord's agents in an email of 8 July 2015, although they had not made any suggestion as to an acceptable reduction. Mr Pringle advised that he had no idea of such a suggestion and that his agents had not passed this information on to him. As far as he was concerned no rent reduction had been discussed.
14. Mr Pringle advised that he and his wife had bought the house for their retirement and were only letting it in the meantime. They had appointed the agents to look after their interests as landlords as they lived 30 miles outside Inverness and had expected that the agents would have dealt with matters and kept them advised. The Committee noted that the tenants had a considerable bundle of copy correspondence that they had exchanged with the landlord's agents. Mr Pringle advised that his bundle of correspondence from the agents was much smaller than that of the tenants.
15. The parties advised that the tenants had submitted an application to PRHP in respect of the repairing standard, particularly in relation to the garage lighting and electricity but as this had been resolved, the application had been withdrawn. The parties advised that as a result of the difficulties which the tenants had faced, it had been agreed that the tenancy would be brought to an end early without any penalty for its early termination on 1 April 2016.

Decision and Reasons:

16. The Committee considered all the documents presented to it as well as the representations from the parties and had regard to the rental information submitted on behalf of the landlords and obtained by it and used its own knowledge and experience in determining a market rent.
17. In terms of section 34 (3) of the Act the Committee is required to be satisfied: (a) that there is a sufficient number of similar houses in the locality let on assured tenancies (whether short tenancies or not); and (b) that the rent payable under the tenancy in question is significantly higher than the rent which the landlord might reasonably be expected to be able to obtain under the tenancy, having regard to the level of rents payable under (a) above.
18. The Committee was satisfied that within the locality of Inverness there was a substantial number of similar properties, being detached three bedroom bungalows with garden ground and garage.
19. The Committee had regard to the list of comparable properties submitted on behalf of the landlord. The Committee noted that regrettably the agents had failed to include on the list details of the type of property but, through the use of Google Street View the Committee determined that all the properties apart from: the subject property; 92 Laggan Road; and Lochardil Farmhouse were villa type houses and were not comparable to the subject property. The two comparable properties on the list were noted to have four bedrooms with rents of £1100 and £1400 pcm respectively.
20. From its own research, the Committee identified comparable properties: at North Kessock with a rental asking price of £875 pcm; and at Moray Park Terrace with a rental asking price of £795 pcm.
21. In view of the information provided to it and obtained by it, the Committee found that the rent in respect of the property was at an acceptable level. The Committee did not consider that the complaints by the tenants in respect of the matters raised in their application and representations would justify any alteration in the level of rent. The Committee was of the view that the complaints by the tenants arose largely as a result of poor communication between the landlord's agents and the landlord, with which the Committee had some sympathy but in respect of which it was unable, in terms of the Act by which it was bound, to provide a remedy which might be open to both parties in another forum.

Appeal

There is no appeal on the facts decided by the Committee. However the determination may be challenged in the Court of Session on a point of law on application being made for a judicial review of the proceedings.