



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

prhp Ref: PRHP/RP/16/0274

Re: Property at 57 Beaulieu Avenue, Dundee, DD3 0EX ("the Property")

The Parties:-

MISS CHARLENE SIMPSON formerly residing at 57 Beaulieu Avenue, Dundee ("the Tenant")

IAN JAMES BLACK residing at 19 Inveraldie Crescent, Tealing, by Dundee, DD4 0QR ("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 house concerned, and taking account of the evidence led by both the Landlord and the Tenant at the hearing, determined that the Landlord had not failed to comply with the duty imposed by Section 14 (1)(b) of the Act.

Background

1. By application received 15 August 2016, 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 ("the Act").
2. The application by the Tenant stated that the Tenant considered that the Landlord had failed to comply with his duty to ensure that the house meets the repairing standard and in particular that the Landlord had failed to ensure that:-
 - (a) The Property is wind and watertight and in all other respects reasonably fit for human habitation;
 - (b) Any fixtures, fittings and appliances provided by the Landlords under the tenancy are in a reasonable state of repair and in proper working order;
 - (c) The Property has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.
3. By letter dated 5 September 2016, 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 Landlord and the Tenant.
5. Following service of the Notice of Referral neither party made any further material written representations.
6. The Private Rented Housing Committee (comprising Mr E K Miller, Chairman and Legal Member and Mrs G Wooley, Surveyor Member) inspected the Property on the morning of

7 October 2016. The Landlord was present. The Tenant was neither present nor represented, the tenancy having terminated prior to the inspection.

7. Following the inspection of the Property the Private Rented Housing Committee held a hearing at Caledonian House, Greenmarket, Dundee. The Tenant was neither present nor represented. The Landlord was present and represented himself.
8. There were no formal submissions from the Tenant however the Committee noted from the paperwork that the Tenant's principal complaints were the shower, which she alleged had lots of mould and the tray was not fitting to the wall properly. She also alleged that the shower itself leaked, rocked about and was rusty and that the water would not drain away.

She also alleged that the front bedroom and living room windows needed to be replaced and that the kitchen window looked like it was coming away from the surrounding brickwork. The roof above the kitchen window, she alleged, looked to be sagging. She also complained there were insufficient smoke and heat detectors. She alleged the front door was not properly wind and watertight.

9. The Landlord submitted that he was confident that he had kept the Property in good condition and repair. The Tenant had complained about some items in the past and he had carried out works by replacing various windows. He had carried out additional works such as putting up a new fence to make the back garden more secure for her child. It appeared that there had been a breakdown in the relation with the Tenant and the Landlord was of the view that she was complaining simply to cause difficulties for him and to try and get a Council house. The Landlord was keen to emphasise that he felt he was a responsible Landlord who maintained his properties to a good standard.

Summary of the issues

10. The issues to be determined were:-
 - (1) Whether the shower was in proper working order and generally met the repairing standard.
 - (2) Whether the windows in the Property were properly wind and watertight and met the repairing standard.
 - (3) Whether the roof of the Property was properly wind and watertight and met the repairing standard.
 - (4) Whether there were sufficient smoke alarms and heat detectors in the Property compliant with the relevant regulations.
 - (5) Whether the front door was properly wind and watertight.

Findings of fact

11. The Committee finds the following facts to be established:-
 - The shower was in proper working order and was compliant with the repairing standard. There was one small handle/control missing but nonetheless it still worked properly.
 - The windows throughout the Property were compliant with the repairing standard.
 - There was a sag in the roof above the kitchen window. Whilst the Landlord would be advised to attend to this, it did not appear to be causing any damage to the Property and therefore met the repairing standard.

- The appropriate smoke alarms and heat detectors were present in the Property.
- The front door, whilst a little dated, was properly wind and watertight.

Reasons for the decision

12. The Committee based its decision primarily on the evidence obtained during the course of the inspection. The Committee first inspected the shower at the Property. The shower tray appeared to be solid and there was no general movement within the shower. The grouting was adequate and the water appeared to be draining away. There was a small handle missing that controlled an additional showerhead. However the Committee was of the view that this was a minor matter and that the main shower worked perfectly adequately and met the repairing standard.

Most of the windows in the Property had been replaced with modern PVC units by the Landlord during the course of the tenancy. The front bedroom and living room window were an older fashioned style. Nonetheless these appeared to be in reasonable working order and were properly wind and watertight. The Committee was satisfied that there was no breach in this regard.

There was a noticeable sag above the kitchen window in the roofline. If left unattended this would doubtless begin to cause problems for the Property in due course. The Committee recommends that the Landlord attend to this. However there was no internal evidence of the sag causing any damage or allowing water to penetrate into the Property. Accordingly the Committee was satisfied that there was no breach of the repairing standard in this regard.

The Committee noted that the appropriate smoke and heat detection systems were in place within the Property and accordingly there was no breach in this regard.

The front door, whilst a little dated, was in a reasonable standard and appeared to be perfectly wind and watertight.

Overall the Property was in a good condition and state of repair and the Committee was satisfied that the Landlord was aware of his obligations and was prepared to meet them.

Overall the Committee determined there had been no breach of the repairing standard.

A schedule of photographs taken during the inspection are annexed for information.

Decision

13. The Committee accordingly determined that the Landlord 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 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

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 
Chairperson

Date

21/11/16



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Photo 1: Front elevation – note damage to roof to right of door – but no internal evidence of water penetration



Photos 2a & b: Windows are generally in a satisfactory condition

Photo 2c: bedroom window needs key



Photo 3: front door is wind and watertight with satisfactory seals



Photo 4: shower in need of minor repair but in working order