



Determination by Private Rented Housing Committee

Statement of Decision of the Private Rented Housing Committee issued under

Section 24(1) of the Housing (Scotland) Act 2006

Ref prhp/rp/14/0236

In respect of an application lodged in terms of Section 22(1) of the Housing (Scotland) Act 2006

by Miss Catriona McLeod residing at 439 Amulree Street, Glasgow, G32 7SS ("the Tenant") against

Mrs Moira Wilson, residing at 29 Kingsborough Gardens, Glasgow, G12 9NH ("the Landlord") per her Agents, Fineholm Letting Services, 114, Union Street, Glasgow G1 3QQ and Mr. Iain Wilson, residing at 29 Kingsborough Gardens, Glasgow, G12 9NH ("the Landlord's Agents")

Re: Property at 439 Amulree Street, Glasgow, G32 7SS ("the Property")

Committee Members

Karen Moore (Chairperson)

Andrew Taylor (Surveyor Member)

Elaine Munroe (Housing Member)

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) of the Housing (Scotland) Act 2006 ("the Act") in relation to the Property, determined that the Landlord has complied with the duty imposed by Section 14 (1) (b) of the Act in respect that the Property meets the Repairing Standard in respect of Sections 13 (1) (a), 13 (1) (b), 13 (1) (c), 13 (1) (d), 13 (1) (e) and 13 (1) (f) of the Act and that for the reasons set out below.

Background

1. By application dated 6 October 2014 and signed by the Tenant, ("the Application"), Lorna McMillan of Equal Say Advocacy, 11/13, Dowanhill Street, Glasgow, G11 5QS, on behalf of the Tenant applied to the Private Rented Housing Panel for a determination that the Landlord had failed to comply with the duty imposed on her by Section 14 (1) (b) of the Act in respect that the Property does not meet the Repairing Standard in respect of Sections 13 (1) (a), 13 (1) (b), 13 (1) (c), 13 (1) (d), 13 (1) (e) and 13 (1) (f) of the Act.

2. In the Application, it was stated that the Tenant considered that the Landlord had failed to ensure that the Property met the Repairing Standard as set out in Section 13(1) (a) of the Act by failing to ensure that the house is wind and watertight and in all other respects reasonably fit for human habitation. In particular, the Tenant stated that the windows in property were defective and required to be renewed as attempts at repair had not been successful. The Tenant stated that water was ingressing at the walls at the side of the windows, that the back door of the property was cracked and that the Property was draughty and cold. The Tenant did not make specific complaints in respect of Sections 13 (1) (b), 13 (1) (c), 13 (1) (d), 13 (1) (e) and 13 (1) (f) of the Act.

4. The president of the Private Rented Housing Panel, having considered the application, intimated to the parties by Notice of Referral dated 23 December 2014 a decision under Section 23 (1) of the Act to refer the Application to a Private Rented Housing Committee. The Committee by letter dated 30 January 2015 to the Landlords and the Tenant and fixed an Inspection and Hearing for 23 February 2015 at 10.00 a.m. and 11.30 a.m., respectively.

4. The Landlord's Agent, Mr. Wilson, made written representations to the Committee on 4 January 2015. Mr. Wilson stated that the windows in the Property are single glazed hardwood and were installed circa 2000. He stated that tradesmen employed by the Landlord to carry out maintenance and repairs to the Property reported that the trickle vents in the windows were closed causing condensation to build up. Mr. Wilson stated that recent

works were carried out to the windows to eliminate draughts, that a repair had been effected to the kitchen door and that weather seals had been fitted to that door.

Inspection and Hearing

5. An Inspection took place on 23 February 2015 at 10.00 a.m. at the Property. The Tenant was present along with a family friend, Mr. Colin Ingram. Other family members were also present. The Landlord did not attend. The Landlord's Agents, Miss Sally Beard, representing Fineholm Letting Services, and Mr. Wilson, attended.

6. The Committee inspected the items of which the Tenant complained specifically in the Application, namely, the windows throughout the Property and the back door, which is the kitchen door referred to by Mr. Wilson in his written representation of 4 January 2015.

7. At the Inspection, the Tenant advised the Committee that there were no specific issues in respect of her complaints regarding Sections 13 (1) (b), 13 (1) (c), 13 (1) (d), 13 (1) (e) and 13 (1) (f) of the Act and that she was satisfied with the condition of the Property in those respects. The Tenant stated that there was no carbon monoxide detector in the Property. The Tenant stated that no furnishings were provided by the Landlord.

8. Following the Inspection, a Hearing was held at the Private Rented Housing Panel offices at Europa Building, 450 Argyle Street, Glasgow on 23 February 2015 at 11.30 a.m. The Tenant was present along with Mr. Ingram. The Landlord did not attend. The Landlord's Agent, Miss Sally Beard of Fineholm Letting Services, was present.

9. At the Hearing, the Tenant confirmed that she was satisfied with the condition of the Property in respect of her complaints regarding Sections 13 (1) (b), 13 (1) (c), 13 (1) (d), 13 (1) (e) and 13 (1) (f) of the Act, but that there was no carbon monoxide detector in the Property. The Tenant and Mr. Ingram stated that the Property was cold and that water came into the Property at the windows. They both stated that there were gaps at the back door which caused draughts. The Tenant and Mr. Ingram stated that the Tenant had taped over the windows to seal them in order to retain heat in the Property. The Tenant stated that her son's bed was placed against a radiator. She explained that the bed was supplied for her son's medical needs and was of a size which could not be accommodated in any other part of the bedroom. The Tenant and Mr. Ingram stated that the Tenant and her family suffered chest infections as a result of the coldness in the Property. The Tenant confirmed that, when requested to do so, the Landlord effected repairs to the Property.

10. Miss Beard stated that, in her opinion, the water ingress referred to by the Tenant was condensation caused by the Tenant failing to vent and air the Property properly and that, by

sealing the vents in the windows, the Tenant added to this problem. Miss Beard noted from the inspection that the Tenant had placed furnishings against radiators, thus blocking heat, and against the external walls, thus preventing the circulation of air. Miss Beard acknowledged that there signs of dampness in the ground floor cupboard adjacent to the front door and suggested that this could be cured by a vent being inserted to allow airflow.

Summary of the Issues

11. The issues to be determined by the Committee are whether or not the Property meets the Repairing Standard in respect of Section 13 (1) (a), 13 (1) (b), 13 (1) (c), 13 (1) (d), 13 (1) (e) and 13 (1) (f) of the Act at the date of the Inspection and Hearing. In particular whether the Property is wind and watertight and in all other respects reasonably fit for human habitation; that 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; that 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; that the fixtures, fittings and appliances provided by the landlord are in a reasonable state of repair and in proper working order; that any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed and that the house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.

Findings of Fact

12. The Landlord is the owner of the Property and the Tenant is tenant of the Property in terms of a short assured tenancy agreement between the parties dated 1 February 2012.

13. The Property is a semi-detached two storey property comprising three bedrooms, two public rooms, kitchen and bathroom. The Property appears to be of traditional construction, estimated to be in the region of around 70/80 years old or thereby, with brick solid outer walling and outer roughcast finish. The roof is pitched and finished with slates.

14. From the Inspection, the Committee noted the following:-

- i. The outward facing internal walls of the Property showed no signs of penetrating or rising dampness or water ingress. Slight mould markings were observed in a small cupboard on the ground floor of the Property adjacent to the front door;
- ii. The windows in the Property are single glazed hardwood and were in good condition. There were no signs of penetrating dampness through the window frames. The vents in the

window frames had been blocked and there was residue on some of the window frames which appeared to be the result of sticky tape having been affixed;

iii. There were two smoke alarms in the hallways of the Property, both of which are mains connected;

iv. The back door in the kitchen fitted satisfactorily and had been repaired;

v. There were no carbon monoxide detectors in the Property;

vi. The external brickwork of the Property showed no signs of dampness or water ingress;

vii. Given the time of year and the cold weather outside, the Property was warm and draught free.

15. From the Hearing, the Committee noted that the Tenant had sealed the vents in the window frames. The Committee agreed with the Landlord's position as narrated by Mr. Wilson in his written representation of 4 January 2015 and by Miss Beard in her statement to the Committee at the Hearing that any water ingress to the Property was as a result of condensation caused by the Tenant failing to air the Property properly and exacerbated by the Tenant sealing the air vents.

16. With regard to the mould markings in a small cupboard on the ground floor of the Property, the Committee were of the view that this was minimal, caused by condensation, and did not affect the Property's fitness for human habitation.

17. With regard to the gaps at the back door, the Committee were of the view that these were minimal and did not affect the Property's fitness for human habitation.

18. With regard to the lack of carbon monoxide detectors in the Property, the Committee noted that this is not a current ground for complaint in terms of the Act.

Decision of the Committee

19. The Committee's decision was based on the Inspection, the written representations and on the statements made to the Committee at the Hearing. The Committee were satisfied that the Property met the Repairing Standard. Accordingly, the Committee determined that the Landlord had not failed to comply with the duties imposed by Section 14(1) (b) of the Act.

20. The decision is unanimous.

Reasons for the Decision of the Committee

21. In respect of Sections 13 (1) (a), 13 (1) (b), 13 (1) (c), 13 (1) (d), 13 (1) (e) and 13 (1) (f) of the Act, the Committee found that at the date of the Hearing there was no evidence that the Landlord has failed to comply with the duty imposed by Section 14 (1) (b) of the Act.

Right of Appeal

22. 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.
23. Where such an appeal is made, the effect of the decision and of any repairing standards enforcement 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 any repairing standards enforcement order will be treated as having effect from the day on which the appeal is abandoned or so determined.

Signed

Karen Moore, Chairperson

Date 03 March 2015.