



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

prhp Ref: PRHP/RP/15/0021

Re : Property at 51E Sunnybank Road, Aberdeen, AB24 3NJ ("the Property")

The Parties:-

Mr Terence Allen Evans and Mrs Pamela Ruth Evans residing at The Briars, Ramsay Road, Banchory, AB31 5TT ("the Landlords")

Ms Lindsey McFarlane formerly residing at 51E Sunnybank Road, Aberdeen, AB24 3NJ ("the Tenant")

Decision

The Committee, having made such enquiries as it saw fit for the purposes of determining whether the Landlords had complied with the duty imposed by Section 14 (1)(b) in relation to the house concerned, 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 January 2015, 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 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;
 - (b) 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 08 May 2015 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 the Tenant made no further materials representations to the Committee other than her original application. The Landlord made written representations denying that the property failed to meet the repairing standard and stating that they responded promptly and diligently to all complaints raised by the tenant.
6. The Private Rented Housing Committee inspected the Property on the morning of 03 July 2015. The Committee comprised Mr E K Miller (Chairman and Legal) Member, Mr J Wolstencroft (Housing Member) and Mr A Anderson (Surveyor Member). The Tenant was not present having vacated the property already. The new Tenant, Mr Colin Hetherington was present. The Landlords and their letting agent were present during the inspection.
7. Following the inspection of the Property the Private Rented Housing Committee held a hearing at the Credo Centre, John Street, Aberdeen. Neither party was present or represented.
8. The Tenant had submitted that, there were various issues in the Property, primarily relating to the kitchen and bathroom. The Tenant complained the sink leaked, that the floor of the kitchen in front of the washing machine was soft and that the fridge needed repaired. In relation to the bathroom she complained that there was crumbling pipework under the sink, that there was mildew and rotten woodwork and that the bath needed fresh caulking. There was also a complaint regarding the mattress.
9. The Landlords submitted during the course of the inspection that they were happy to comply with the repairing standard and that as far as they were concerned they had done everything that was required. They viewed the compliant by the Tenant as unjustified.

Summary of the issues

10. The issues to be determined were:-
 - (a) Whether the caulking around the drain in the kitchen sink requires attention and whether the sink was leaking.
 - (b) Whether the floor in the kitchen in front of the washing machine was soft and needed to be repaired or replaced.
 - (c) Whether the fridge needed to be repaired or replaced to meet the repairing standard.
 - (d) Whether there was crumbling pipework under the bathroom sink.
 - (e) Whether there was mildew in the bathroom along with rotten/damaged woodwork on the door and trim.
 - (f) Whether the bathroom extract fan was working.
 - (g) Whether the bath needed to be re-caulked.
 - (h) Whether the master double bedroom mattress needs to be replaced.

Findings of fact

11. The Committee found the following facts to be established:-
 - (a) The drain and the sink generally were in proper working order, with no evidence of current or historic leaks and it met the repairing standard.
 - (b) The kitchen floor in front of the washing machine had a degree of flex this was very minor and was not a breach of the repairing standard.

- (c) A new fridge had been installed and accordingly there was no breach in the repairing standard in this regard.
- (d) The pipework under the sink showed no evidence of current or historic leaks and it met the repairing standard.
- (e) There is no evidence of mildew or rot in the bathroom. There was some very minor damage to the bottom of the bathroom door and trim but this was so minor that it could not possibly be said to be a breach of the repairing standard.
- (f) There was a working fan in the bathroom compliant with the repairing standard.
- (g) The caulking around the bath was in good standard of repair and there was no breach.
- (i) The mattress in the double bedroom met the repairing standard.

Reasons for the decision

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

The Committee first inspected the kitchen at the Property. The sink appeared to be working properly. When the taps were run there was no leakage under the sink. In any event, the agent advised it was to be replaced shortly.

The floor in the front of the washing machine was flexing very slightly. There was no evidence of water leakage from the washing machine. Other areas of the kitchen floor showed similar levels of flex. This was a trivial issue that had no impact on a tenant whatsoever. It was so minor it was not a breach of the repairing standard. A new fridge had been installed at the Property so there was no breach in this regard either.

The Committee then inspected the bathroom. The pipework under the sink met the repairing standard. Whilst there was some verdigris on the copper pipes this was entirely normal and was not a breach of the repairing standard.

There was a working fan in the bathroom compliant with the repairing standard. There was no evidence of mildew or rot in the bathroom. There was some very minor damage of a cosmetic nature to the bottom of the bathroom door and trim but this was so minor that it could not possibly be said to be a breach of the repairing standard. The caulking around the bath was in good standard of repair and there was no breach.

The mattress had been replaced in the double bedroom in advance of the new tenancy. The new tenant confirmed that the mattress was fine and that there were no problems at within the Property.

The committee was readily satisfied that the Property met the repairing standard. The issues complained of by the Tenant were very minor and her application appeared to bordering on the vexatious. The Committee found the Landlords to have met their responsibilities in terms of the Act

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.

17. Effect of section 63

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.

Signed **E. Miller**
Chairperson

..... Date..... 8/7/10