



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

PRHP Ref: PRHP/RP/15/0194

Property at: 15 D Douglas Street, Stirling, FK8 1NT ("the property")

Title No: STG4708

The Parties

Jennifer Wells, formerly residing at 15 D Douglas Street, Stirling, FK8 1NT ("the tenant")

and

Scott Crawford, & Mhairi Isabel Crawford-McKee spouses, residing at 7 Claymore Drive, Stirling. ("the landlord")

Decision

The Committee, having made such enquiries as it sought 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 in relation to the property concerned and taking account of all of the evidence available to the Committee, determined that the landlord has complied with the duty imposed by Section 14(1)(b) of the 2006 Act.

Background

- 1 By application dated 28 June 2015, the tenant applied to the Private Rented Housing Panel to determine whether or not the landlord had failed to comply with the duties imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 ("the 2006 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 not wind and watertight and in all other respects reasonably fit for human habitation, in terms of Section 13(1)(a) of the 2006 Act;
 - (b) 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, in terms of Section 13(1)(b) of the 2006 Act;

- 3 By interlocutor dated 27 July 2015, the President of the Private Rented Housing Panel intimated a decision to refer the application under Section 23(1) of the 2006 Act to a Private Rented Housing Committee. The Committee was made up of:

Paul Doyle	Chairperson
Robert Buchan	Surveyor Member

- 4 The Private Rented Housing Panel served notice of referral under and in terms of Schedule 2 Paragraph 1 of the 2006 Act on the landlord and the tenant on 11 August 2015. Following service of referral, both the landlord and the tenant made further detailed written submissions.
- 5 The Committee inspected the property at 10am on 24 September 2015. The landlord was present. The tenant was neither present nor represented. The tenant had removed from the property at some time prior to the date of inspection. Her former flatmate still occupies the property.
- 6 Following inspection of the property, the Private Rented Housing Committee held a hearing at Stirling Enterprise Park. The hearing was brief and informal because only the landlord was present (the tenant was neither present nor represented) and the inspection at 10am that morning had resolved almost all of the issues.
- 7 The tenant's position is that there is a defect in the roof of the property, which allows water to pour into the living-room of the property. The tenant concedes that the landlord has contacted roofers, but is frustrated by the delay in initiating repairs, In the meantime, the living-room is wet and cannot be used.
- 8 The landlord's position is that the necessary repairs have been carried out, and the roof to the property has been repaired

Summary of Issues

- 9 The issues to be determined are whether or not the house complies with the repairing standard set out at Sections 13 and 14 of the 2006 Act.

Findings in Fact

10 (a) The landlord is the proprietor of the property at 15D Douglas Street, Stirling. The property forms a first floor flatted dwelling-house entering from a common passage and stair in a traditional stone built two storey building.

(b) On 15 September 2014, the landlord rented the property to the tenant and another person for six months to 31 March 2015. The lease was extended for a further six months to 30 September 2015. The terms of the lease entered into between the landlord and the tenant contains obligations consistent with the landlord's obligations under the Housing (Scotland) Act 2006.

(c) In or about April 2015, the tenant contacted the landlord to advise that water was seeping into the property from the top right hand corner of the double glazed window in the living room overlooking the street. It was, at first, thought that the water ingress was weather related. On 1 June 2015, the tenant informed the landlord that the leak had started again. It was then discovered that the skew flashing lying across the front aspect of the roof of the property had been compromised.

(d) There are four properties on the common stair which provides entrance to this property. Two of the other properties are in private ownership, the fourth property is owned by the local authority. On 15 May 2015, the landlord contacted the Private Rented Housing Enforcement Officer of the local authority to find the names and addresses of the private owners of the two properties on the stair. On 19 May 2015, the landlord contacted all of the owners to ask if they would pay a one-quarter share of the cost of the roof repair because it would be a communal repair.

(e) Between 21 May 2015 and August 2015, the landlord was in regular contact with the council, seeking the council's authority to commence repairs. The landlord's efforts to instruct repairs were frustrated by the local authority's bureaucracy. It was not until 29 July 2015 that the local authority obtained a permit for a scaffolder, so that work could be commenced. On 2 August 2015, the necessary roof repair was commenced and the cement skew flashing to the front of the roof (of the larger property of which this property forms part) was repaired. On 14 August 2015, the necessary roof works were completed.

(f) The tenant removed from the property prior to 20 September 2015.

(g) On the date of inspection, it was obvious that there was a new cement skew flashing serving the front elevation of the roof of the larger property. On the day of inspection, there was no water ingress to the living room, however, there were high damp meter readings on the wooden surround of the front window of the property. It was obvious that that area was drying out after a period of water ingress.

(h) On the date of inspection, the surveyor member of the committee took photographs of the property. Those photographs are now reproduced in the schedule annexed hereto.

Reasons for Decision

11 (a) The committee inspected this property at 10am on 24 September 2015. It was a clear, dry, late summer morning. From the street, committee members could see that the skew flashing across the roof of the property has recently been replaced. Committee members were greeted outside the property by Mhairi Crawford-McKee, one of the landlords, together with her friend, Pamela Nunn. The tenant had removed from the property, but her co-tenant (who is not a party to these proceedings) welcomed committee members into the property and invited committee members into the living room of the property.

(b) The existing tenant of the property identified the area where water had been leaking into the property. Committee members saw that that was a window which contained a double glazed window unit. Committee members could see that there

were signs of water ingress on the top right hand corner of the window frame. The surveyor member of the committee took damp meter readings from the interior wooden surround of the window, the adjacent walls and the carpet. Damp meter readings consistent with the area drying out were noted.

(c) Committee members could see that there has been some past water ingress, but that that water ingress has ceased. The documentary evidence produced by the landlord shows that the local authority carried out a repair to the roof of the property in August 2015. The current occupant of the property confirmed that roofing works had been carried out. Committee members' own observations indicate that the renewed cement skew flashing was almost immediately above the area where water was leaking into the property.

(d) Taking account of the documentary evidence, committee members' observations and what was said by the current tenant during the inspection, committee members come to the conclusion that there has been past water ingress, & that the source of the water ingress was a broken flashing on the skew immediately above the living room of this property. That skew flashing has been replaced, so that there is no longer water ingress. The damp meter readings are entirely consistent with previous water ingress which is now drying out.

(e) A hearing took place within Stirling Enterprise Park, John Player Building, Stirling, at 10.45am on 24 September 2015. Both Ms Crawford McKee and Ms Nunn were present. (Ms Nunn provided moral support for Ms Crawford McKee). Ms Crawford McKee answered questions from committee members and referred to the documentary evidence that the landlord has produced. Ms Crawford McKee explained that she had tried to act immediately once she learned that there was water ingress - but her efforts were delayed because the necessary repair was a common repair; that delay increased because of the requirements made by the local authority before common repair work could be instructed; as soon as it was possible, the roof repair was carried out and the source of the water ingress was identified, and the problem was remedied.

(f) The tenant's complaint is that the house is not wind and water tight, and that the structure and exterior of the house is not in a reasonable state of repair or in proper working order. At the date the tenant submitted her application (28 June 2015), that was the case, but the committee looks at this case at the date of inspection (24 September 2015).

(g) The clear evidence is that, by May 2015, the source of the leak to the living room of the property had been identified and, by 14 August 2015, the necessary roof repair to stop that leak had been carried out.

(h) At the date of inspection, the house was wind and water tight, and in all other respects, reasonably fit for human habitation.

(i) At the date of inspection, the structure and exterior of the house was in a reasonable state of repair and in proper working order.

(j) The committee therefore finds that in this case, there is no need for a repairing standard enforcement order.

Decision

12 The committee accordingly determined that the landlord has complied with the duty imposed by Section 14(1)(b) of the Act.

13. The decision of the Committee was unanimous.

Right of Appeal

14. 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

15. 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.

Sign: **P. Doyle**
Chairperson

... Date... 7/10/2015

Schedule of photographs taken during the inspection of
15D Douglas Street, Stirling, FK8 1NT
by Robert Buchan, FRICS, surveyor member of the
Private Rented Housing Committee on the 24th September 2015



Front of block. Flat is top left



Detail showing repair undertaken