



## **PRIVATE RENTED HOUSING COMMITTEE**

### **CERTIFICATE OF COMPLIANCE AND REASONS OF THE PRIVATE RENTED HOUSING COMMITTEE UNDER RULE 26 OF THE PRIVATE RENTED HOUSING PANEL (APPLICATIONS AND DETERMINATIONS) (SCOTLAND) REGULATIONS 2007**

**In connection with**

#### **PROPERTY:**

**Reference number: – RP/15/0208**

**Property: Flat 1, 1 Oakshaw Street East, Paisley, PA1 2DD**

**The Parties: –**

**Thierry Besnier, residing at the property** (“the Tenant”)

**Ms Elaine Wilson, per Slater, Hogg & Howison, 3<sup>rd</sup> Floor, 26 Springfield Court, Glasgow  
G1 3DQ** (“the Landlord”)

#### **DETERMINATION**

**The Committee, having made such enquiries as are necessary to enable it to determine whether the Landlord has complied with the duty imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 (hereinafter referred to as “the Act”) in relation to the Property determined that the Landlord has complied with that duty.**

#### **BACKGROUND AND REASONS**

1. An application dated 17 July 2015 was made to the Private Rented Housing Panel (“PRHP”) by the tenant for a determination of whether the Landlord had failed to comply with the duties imposed by section 14 (1) (b) of the Act.
2. The application alleged that the landlord had failed to ensure that the property met the repairing standard as defined in section 13 Act in respect that:
  - a. any fittings, fixtures and appliances provided by the landlord under the tenancy were in a reasonable state of repair and in proper working order.
  - b. Any furnishings provided by the landlord under the tenancy were capable of being used safely for the purpose for which they were designed.

3. In particular the tenant complained that:
  - a. The built-in fridge was not working;
  - b. The shaver point in the bathroom emitted a buzzing sound;
  - c. The intercom was not working properly.
4. An inspection and hearing was scheduled for 12 November 2015.
5. By email of 18 September 2015 the tenant advised that all of the issues raised by him had been attended to by the landlord apart from a problem with the handset for the door entry system.
6. By email dated 3 November a Mr Thom Alexander, on behalf of the landlord advised that two firms of electrical engineers had examined the apparatus and found it to be in working order. As Mr Alexander's representations were confirmed by Slater, Hogg & Howison, the landlord's appointed agents, the Committee was minded to accept them. The reports did advise that the only fault which could be identified was that the LED light which indicated whether the privacy function was engaged was defective. The privacy function itself was found to be working correctly. The LED light was for display purposes only.
7. A copy of the reports from Choice Fire Ltd dated 29 October 2015 and from GM Electrical dated 30 October 2015 were sent to the tenant on 6 November 2015. On that date the tenant responded and indicated that he regarded the LED light as important and said that a replacement light would cost about £2.00. The Committee was provided with no information which would suggest that such an estimate was inaccurate.
8. On 11 November 2015 the tenant contacted the office of PRHP and advised that he was ill and would be unable to accept the Committee for the scheduled inspection which was accordingly cancelled. The Committee then resumed consideration of the emails and reports and concluded that no worthwhile outcome would result from an inspection of the property or a hearing. The Committee was of the view that there was sufficient information before it to make a determination.
9. In the event that an inspection and hearing was to take place and the handset found to be in the reported condition, the Committee would require the landlord to obtain a report from a suitable electrician to confirm whether the system was in working order. If such a report indicated that the system was in working order, the Committee would accept its terms.
10. As such a report was produced in advance of any inspection the Committee was content to accept that the door entry system was in working order.
11. The Committee considered that the nature of the outstanding issue is raised by the tenant did not raise any questions of health and safety to the tenant or to any occupant of the property.
12. In view of the minimal cost of the replacement of the LED light as advised by the tenant, the Committee was mindful of the fact that the cost of carrying out an inspection for no other purpose would be disproportionate.

13. In any event The Committee had to consider Section 13(3) of the Act which states 'In determining whether a house meets the standard of repair mentioned in subsection (1) (b), regard is to be had to- (a) the age, character and prospective life of the house'. The Committee was of the opinion that a minor repair such as this was not unusual for a property of this age and character.
14. The Committee was therefore satisfied that the property met the repairing standard in respect of the matters complained of by the tenant.

The decision of the Committee was unanimous.

### **Right of Appeal**

**A landlord or tenant has the right to appeal this decision to the Sheriff by summary application within 21 days of being notified of that decision.**

### **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.

02-Dec-15	
D. PRESTON	
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David M Preston CHAIRMAN Signed by: David M Preston	