



Determination by Private Rented Housing Committee

Statement of Decision of the Private Rented Housing Committee

(Hereinafter referred to as "the committee")

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

Case Reference Number: PRHP/RP/15/0225

Re: 23 Maurice Avenue, Broomridge, Stirling FK7 7UB ("the property")

Land Register Title No: STG11750

The Parties:-

Miss Louise McLaughlin, residing at the property ("the tenant")

**Blossom Properties (Scotland) Limited, Unit 2, 11 Borrowmeadow Road,
Springkerse Industrial Estate, Stirling FK7 7UW ("the landlord")**

**The committee: – Sarah O'Neill (Chairperson); David Godfrey (Surveyor
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, and taking account of all the available evidence, determines that the landlord has complied with the duty imposed on it by Section 14 (1) (b) of the Act. The committee's decision is unanimous.

Background

1. By application dated 5 August 2015, the tenant applied to the Private Rented Housing Panel ("the panel") for a determination that the landlord had failed to comply with its duties under Section 14(1) of the Act.
2. In her application, the tenant stated that she believed the landlord had failed to comply with its duty to ensure that the property met the repairing standard as set out in sections 13(1) (c) (d) and (e) of the Act. Her application stated that the landlord had failed to ensure that:
 - the 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
 - any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order
 - any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed
3. The tenant made the following complaints in her application form and notification letter to the landlord:
 1. The cooker hob blows the electrics every time it is used.
 2. The carpet on the stairs is falling off.
 3. The oven door is falling off.
 4. The cupboard doors in the child's bedroom are not fitted correctly.
 5. The light in the main bedroom does not work.
 6. The plugs (sockets) outside the house have no covers.
 7. The hot water tap on the bathroom sink is loose.
 8. There is a crack in the bath panel.
 9. The toilet seat is loose.
4. The tenant stated in her application that the following work required to be carried out at the property:
 - Carpet on stairs
 - Light in main bedroom
 - Toilet seat
 - Plugs (sockets) outside house
 - Bath panel
 - Hot water tap (bathroom sink)

- Cupboard doors in kid's room
 - Blinds in kid's room
 - Cupboard door in kitchen
5. On 9 November 2015, the President of the panel issued a minute of decision stating that she considered that in terms of section 23 (3) of the Act there was no longer a reasonable prospect of the dispute being resolved between the parties at a later date; that she had considered the application paperwork submitted by the tenant, comprising documents received in the period of 12 August 2015 to 4 November 2015; and intimating her decision to refer the application to a panel committee for determination.
 6. The President of the panel wrote to the parties on 17 November 2015, notifying them under and in terms of the 2006 Act of her decision to refer the application under Section 22(1) of the Act to a private rented housing committee and that an inspection and a hearing would take place on 5 January 2016. Written representations were requested by 8 December 2015.
 7. Written representations were received from the landlord on 26 November. No written representations were received from the tenant by the 8 December deadline. The panel wrote to her at the property on 9 December, asking her to confirm whether she was still in the property and whether she wished the application to proceed. No response was received from the tenant, and the panel was unable to contact her by telephone. The landlord confirmed on 31 December that it had difficulty in contacting the tenant, and was unsure whether she was still living in the property.
 8. On 21 December, the committee issued a direction to the landlord, requiring it to provide an up to date Electrical Installation Condition Report (EICR) in respect of the property by a suitably qualified and registered SELECT or NICEIC contractor, showing that all electrical installations, fixtures and fittings and all appliances have been checked and are working safely, by 31 December 2015. No EICR in respect of the property was received by the committee by the deadline. An EICR dated 29 December 2015 by Central Electrical Services, a registered NICEIC contractor, was, however, received from the landlord following the hearing. This report assessed the overall condition of the installation as satisfactory.

The inspection

9. The committee inspected the property on the afternoon of 5 January 2016. The weather conditions at the time of the committee's inspection were dry and overcast. The tenant was present at the property during the inspection. Mr

Howard Savoury and Mrs Eve Savoury, Directors of Blossom Properties (Scotland) Limited, the landlord of the property, were also present at the inspection. Photographs were taken during the inspection and are attached as a schedule to this decision.

The property

10. The property is a semi-detached house within a housing development estimated to be in the region of 35 years old. The property comprises; living room and kitchen downstairs, and two bedrooms and a bathroom upstairs. Mr Savoury confirmed to the committee that it was let on a part furnished basis.

The hearing

11. Following the inspection, the committee held a hearing at Volunteer Scotland, Jubilee House, Forthside Way, Stirling FK8 1QZ. Both Mr and Mrs Savoury were present at the hearing, and gave evidence to the committee. The tenant was also present at the hearing, and gave evidence to the committee.
12. It was clear from the correspondence and the inspection that there were tensions between the parties as regards the alleged non-payment of rent by the tenant. Mr Savoury said that there was no money to carry out repairs as a result. The chairperson explained to the parties at the start of the hearing that the committee was unable to consider issues relating to non-payment of rent or the potential issue of a notice to quit, but could only make a decision on the repairing standard issues which arose from the tenant's application.

The evidence

13. The evidence before the committee consisted of:
 - The application form completed by the tenant.
 - Registers Direct copy of Land Register title STG11750
 - Tenancy agreement between the parties (undated) indicating that a tenancy had been agreed for 6 months from 28 April 2014, together with form AT5 dated 25 April 2014 and associated paperwork.
 - Two letters of notification dated 19 August 2015 and 18 September 2015 from the tenant to the landlord, setting out the repairs alleged to be required. There was no certificate of posting in relation to the first notification letter, but there was a certificate of posting dated 21 September 2015 in respect of the second letter, which included all of the same issues as the first letter, plus additional items.
 - Electrical Installation Condition Reports issued in respect of the property by Albion Alarm and Electrical Services dated 29 May 2013 and 28 April

2014, which the landlord submitted to the committee at the hearing. The first of these reports assessed the overall condition of the installation as satisfactory, and the second assessed this as good. Neither report made any observations or recommendations for improvement. A third EICR dated 29 December 2015 by Central Electrical Services, a registered NICEIC contractor, was received from the landlord following the hearing. This report assessed the overall condition of the installation as satisfactory.

- Email from Mr Savoury to Lynne Henry dated 19 August 2015 regarding the tenant
- Email from Mr Savoury to Lesley McGregor dated 28 September 2015, confirming that various repairs had been or would be carried out.
- Letter from Mr Savoury to Alpin McGregor dated 29 September 2015, instructing various repairs at the property.
- Email from the tenant to the panel dated 5 October 2015, confirming that some repairs had been done, but others were outstanding.
- Email from the tenant to the panel dated 26 October 2015 advising that the cooker and bedroom light had been fixed, but that none of the other repairs had been carried out.
- Written representations from the landlord received on 4 November
- Written representations from the landlord received on 26 November
- The committee's inspection of the property.
- The oral representations of the parties.

Summary of the issues

14. The issue to be determined was whether the property meets the repairing standard as set out in Section 13 of the Act, and whether the landlord had complied with the duty imposed on it by section 14 (1) (b).

Findings of fact

15. The committee made the following findings in fact:

- The tenant entered into a short assured tenancy agreement with the landlord to rent the property from 28 April 2014
- The property is owned by Blossom Properties (Scotland) Limited.
- The committee in its inspection carefully checked the items which were the subject of the complaint. The committee observed the following:

- i. The cooker had recently been replaced with a new cooker, which the tenant confirmed was working properly.
- ii. The carpet on the stairs had been nailed down and the rubber treads removed.
- iii. The doors on the fitted wardrobe in the child's bedroom had been fixed, and were operating correctly.
- iv. The ceiling light in the main bedroom had been repaired, and was operating correctly.
- v. The tap on the bathroom sink had been fixed, and was operating correctly.
- vi. There was a small area close to the top of the bath side panel which was broken.
- vii. The toilet seat was loose, but appeared to be functioning correctly.
- viii. The roller blind in the child's bedroom was not operating correctly.
- ix. There was no cover on the double electrical socket on the external back wall of the property underneath the kitchen window.

Reasons for decision

16. Firstly, the committee was only able to consider the complaints which the tenant had notified to the landlord, in terms of sections 14 (3) and 22 (3) of the Act. Two of the issues which she had included on her application form - the blinds in the child's room and the cupboard door in the kitchen- were not mentioned in either of her notification letters of 19 August 2015 and 18 September 2015. The tenant did not raise the matter of the cupboard door at the inspection or hearing, and it appeared from the correspondence that this had been fixed. As regards the blind, Mr Savoury expressed the view that it was not the landlord's responsibility to fix this, as this had not been provided by the landlord, but had been left in the property by the previous tenant.
17. While it cannot make a determination on this issue, given that it had not been adequately notified to the landlord, the committee observes that, regardless of whether the blind had been left by the previous tenant, it had remained in the property when the tenant moved in. At that point, the current tenant might be expected to make the assumption that the blind was a fitting provided by the landlord under the tenancy. It was therefore the landlord's responsibility to ensure that the blind was in a reasonable state of repair and in proper working order. The committee observes that the landlord will therefore be required in terms of the repairing standard to ensure that the blind has been repaired or replaced before re-letting the property at some future date.
18. The remaining complaints before the committee as set out in the tenant's application, and the committee's determination in relation to each of these, are set out below.

1. *The cooker hob blows the electrics every time it is used.*

19. The cooker had been replaced with a new one. The tenant confirmed that this was in proper working order. The committee determines that the cooker is an appliance provided by the landlord under the tenancy, which is in a reasonable state of repair and in proper working order.

2. *The carpet on the stairs is falling off.*

20. The committee noted at its inspection that the carpet on the stairs, while frayed at the edges in places, had been nailed down and the rubber treads removed. The tenant confirmed that she was now happy with the carpet. The committee determines that the carpet is a furnishing provided by the landlord under the tenancy which is capable of being used safely for the purpose for which it was designed.

3. *The oven door is falling off.*

21. As noted at paragraph 18 above, the cooker, including the oven, had been replaced to the tenant's satisfaction, and is in a reasonable state of repair and in proper working order.

4. *The cupboard doors in the child's bedroom are not fitted correctly.*

22. The tenant confirmed to the committee that the 'cupboard' referred to was the fitted wardrobe in her child's bedroom, which had been fixed. The committee tested the doors, and found these to be operating correctly. It therefore determines that these are fixtures or fittings provided by the landlord under the tenancy which are in a reasonable state of repair and in proper working order.

5. *The light in the main bedroom does not work.*

23. The ceiling light in the main bedroom had been repaired, and the committee found this to be operating correctly, which the tenant confirmed at the hearing. The committee therefore determines that the light was therefore in a reasonable state of repair and in proper working order.

6. *The plugs outside the house have no covers.*

24. The committee found that the double electrical socket on the external back wall of the property was without a cover. Mr and Mrs Savoury told the committee that the cover had been in place when the tenant moved into the property, and had later been broken as a result of the tenant's misuse. Mr Savoury said that following a site meeting involving the parties and Ms Lesley

McGregor, from Stirling Council's housing department, there had been a verbal agreement between the parties that this would be fixed and paid for by the tenant. The tenant denied this, and asked why she would take the cover off when she had a young child living with her.

25. The committee notes that the EICR dated 29 December 2015 states at paragraph 6.21 of the Inspection Schedule that all socket outlets 'pass' the inspection. The committee therefore determines that the external socket, which is an installation in the house for the supply of electricity, is in a reasonable state of repair and in proper working order.

7. The hot water tap on the bathroom sink is loose.

26. The committee noted at its inspection that the tap had been repaired or replaced, and now appeared to be operating correctly. The tenant confirmed this to be the case. The committee determines that the tap is a fixture or fitting provided by the landlord under the tenancy, which is in a reasonable state of repair and in proper working order.

8. There is a crack in the bath panel.

27. The committee observed that there was a small area close to the top of the bath side panel which was damaged, but that the damage was minor. The committee determines that the bath panel is a fixture or fitting provided by the landlord under the tenancy, which is in a reasonable state of repair and in proper working order.

9. The toilet seat is loose.

28. The committee noted that the toilet seat was slightly loose, but considered that it was essentially functioning correctly. The committee determines that the toilet seat is a fixture or fitting provided by the landlord under the tenancy, which is in a reasonable state of repair and in proper working order.

Summary of decision

29. On the basis of all the evidence before it, the committee found that at the time of its inspection the property was in a state of repair which met the repairing standard. The decision of the committee was therefore unanimous not to make an RSEO and to dismiss the tenant's application.

Rights of Appeal

30. A landlord or tenant aggrieved by the decision of the committee may appeal to the sheriff by summary application within 21 days of being notified of that decision.

31. The appropriate respondent in such appeal proceedings is the other party to the proceedings and not the panel or the committee which made the decision.

Effects of Section 63 of the 2006 Act

32. Where such an appeal is made, the effect of the decision and of any Order made in consequence of it is suspended until the appeal is abandoned or finally determined. Where the appeal is abandoned or finally determined by confirming the decision, the decision and the Order made in consequence of it are to be treated as having effect from the day on which the appeal is abandoned or so determined.

S O'Neill

Signed.....

.....Date..... 20/1/16

Sarah O'Neill, Chairperson



PRHP REF: PRHP/RP/15/0225

23 Maurice Avenue, Stirling, FK7 7UB

5th January 2016

Front elevation



Replacement cooker



Original cooker in garden



Staircase – typical stair treads



Back Bedroom wardrobe doors



Replacement light pendant in front Bedroom



External power socket



Replacement hot water tap adjacent to wash hand basin



Damage to side panel of bath and loose toilet seat



Back Bedroom window blind



David Godfrey MRICS

5th January 2016