



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

Reference Number: PRHP/RP/16/0022

Re: Property at Flat 1/1, 327 Maryhill Road, Glasgow, G20 7XX (“the Property ”)

The Parties:-

Miss Larisa Hodea (“the Tenant”)

**Mrs. Roseann Clark, Mrs. Roseann Clark, c/oTay Letting Ltd, 8 Eagle Street,
Craighall Business Park, Glasgow, G4 9XA; 113 Ravelston Road, Bearsden,
Glasgow, G61 1AZ (“the Landlord”)**

Decision

The Committee, having made such enquiries as it saw fit for the purpose 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 concerned and, taking account of the evidence submitted by both the Landlord and the Tenant, determined that the Landlord has complied with the duty imposed by Section 14 (1) (b) of the Act.

The Committee consisted of:-

Patricia Anne Pryce	-	Chairperson
Andrew Taylor	-	Surveyor Member

Background

- 1. By application comprising of all documents received in the period on/between 21 and 25 January, both 2016, from the Tenant, the Tenant applied to the Private Rented Housing Panel (PRHP) for a determination as to whether the Landlord had failed to comply with the duties imposed by Section 14 (1) (b) of the Act.**
- 2. The application by the Tenant stated that the Tenant considered that the Landlord had failed to comply with her duty to ensure that the**

property meets the repairing standard and the Tenant brought forward the following breaches:-

That the double glazed windows are damaged.
That the electric heaters are not capable of warming the property, hence the house is very cold and damp.
That parts of the walls in three of the rooms are covered in mould.
That the heater in the bathroom is also broken.

The Tenant considers that the Landlord is in breach of her duties under the Housing (Scotland) Act 2006 in relation to the repairing standard and in particular the Landlord has failed to ensure:-

- (i) The house is wind and watertight and in all other respects reasonably fit for human habitation.
- (ii) 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.

3. By Minute dated 8 February 2016 the President of the Private Rented Housing Panel intimated a decision to refer the application under Section 23(1) of the Act to a Private Rented Housing Committee.

4. On 24 February 2016, the Private Rented Housing Committee ("the Committee") wrote to the Tenant, to the Landlord and to the Landlord's agents, Tay Letting Limited, 8 Eagle Street, Craighall Business Park, Glasgow to advise that the Committee intended to inspect the property on 6 April 2016 at 10.00 hours. The letter further confirmed that a Hearing had been arranged in relation to the application, which Hearing would be held in Wellington House, 134-136 Wellington Street, Glasgow, G2 2XL commencing at 11.30 hours. Finally, the letter confirmed that any written submissions had to be received by the Committee by 16 March 2016.

5. Having received from the Tenant by way of email dated 22 March 2016 an application to withdraw her application as the Landlord had completed the repairs, the Tenant therefore was to be treated as having withdrawn her application. By Minute of Continuation to a Determination dated 23 March 2016, being a decision under Schedule 2, Paragraph 7(3) of the Housing (Scotland) Act 2006, the Committee decided that the application should be determined on public interest grounds due to the nature of the complaints relating to the property not being wind and watertight as a result of the windows not functioning properly which could raise health and safety issues for the occupants of the property.

The Inspection

6. On 6 April 2016, the Committee attended at the property for the purposes of inspection of the property. The Tenant was present at the property and allowed the Committee access to the property. Mr. Graham Clark, husband of the Landlord, also attended at the property and confirmed that he was representing the interest of his wife, the Landlord, at the inspection.

At the inspection the Committee noted the following points:-

- (a) The property comprises a three apartment first floor flat located within a 3 storey 1970s traditionally built flatted development. It is located in a predominantly residential area in the Maryhill district of Glasgow around 3 miles north-west of the city centre.
- (b) The property comprises all on one level an entrance hallway, two bedrooms, a living room, a kitchen and a W.C/shower room.
- (c) There were three electric panel heaters in the property, one in the living room and one in each of the bedrooms. All of the heaters were functioning, although at the commencement of the inspection the heaters were turned off and the property felt cold. However, the heaters were switched on by the Committee during the inspection and all produced heat.
- (d) The heater in the shower room had been replaced in February 2016 with a new heater and this new heater was functioning.
- (e) An extractor fan had been fitted in the bathroom.
- (f) There was a small amount of mould located on the wall beside the window cill in the shower room but, when tested for dampness with a damp meter, this produced a negative result for dampness.
- (g) All of the windows in the property were functioning properly and sealed properly against the wind.

The surveyor member of the Committee took several photographs which form the Schedule attached to this decision.

The Hearing

7. Only Mr. Graham Clark attended the hearing. He confirmed that he was there to represent his wife, the Landlord. No one else attended the hearing.

Mr. Clark confirmed that he lived at the same address as his wife at 113 Ravelston Road, Bearsden, G61 1AZ. He advised that he was a Consulting Engineer and was employed as a Director in his company.

Mr. Clark confirmed that his wife, the Landlord, could not attend today's hearing and that he was attending in her place and representing her interests.

Mr. Clark confirmed that there had been a problem with the window in the bathroom as a previous tenant in the property had removed the wedges from the window causing the seal in the window to compress. Mr. Clark reinstated the seals in the bathroom window and it now functioned.

Mr. Clark confirmed that he and his wife were very happy that the present Tenant of the property was in the property as she was a lovely Tenant and looked after the property well. Mr. Clark confirmed that he felt that it was a misunderstanding which had led to the present application before the Committee. Mr. Clark would be happy if the present Tenant remained in the property.

Mr. Clark advised that Tay Letting Limited had inspected the property in November 2015, which inspection report he and his wife received in early December 2015. This report referred to the previous heater in the shower room as no longer complying with regulations. Mr. Clark confirmed that he simply thought that the heater was obsolete and that it could be replaced in due course. However, he confirmed that the Tenant appeared to take this to mean that the original heater could no longer be used and the Tenant stopped using the heater which led to a huge build up of condensation and mould within the shower room.

Mr. Clark confirmed that when he attended the property in January 2016 the property was smelling of dampness which he advised was as a result of the Tenant drying clothes within the property and not ventilating the property.

Following discussion with the Tenant at that point, Mr. Clark confirmed that he carried out repairs in the bathroom and that by replacing the wall heater and installing an extractor fan together with washing down this room with bleach and redecorating it.

Mr. Clark confirmed that he also provided the Tenant with a dehumidifier to assist when the Tenant was drying clothes in the property. Mr. Clark confirmed that this item was of a low wattage similar to the wattage of a fridge.

Mr. Clark also confirmed that the Tenant is now opening the windows more often and ventilating the property therefore preventing the build up on condensation and mould.

Mr. Clark advised that he had also offered the Tenant supplementary heaters but that the Tenant had refused this due to the cost of running these.

Mr. Clark confirmed that the three electric panel heaters in the property were original to the property which was built approximately thirty to forty years

ago. He confirmed that these heaters were thermostatically and timer controlled.

Mr. Clark was of the opinion that the heaters were sufficient for the property as they were deemed sufficient by the builders who constructed the property. He advised that the property was a mid-floor flat which benefitted from heat from below and that it had minimal external walls. However, he confirmed that the property was not overly insulated to the external walls. He advised that the owners had been offered by the property factor to install cavity wall insulation, the owners had voted against this. Mr. Clark confirmed that his wife had voted against this as, if something had gone wrong during the installation of the insulation, it cannot then be removed. In short, he viewed the risks as too great.

Mr. Clark confirmed that his wife had owned the property for around fifteen years and no previous occupant had ever complained about the level of heating in the property.

Mr. Clark was very open and conceded that the electricity supply within the property was very expensive as it was a pre-pay card operated meter which has a very expensive tariff and he understood that the Tenant was reluctant to use this too much due to the cost.

Mr. Clark confirmed that his wife did not have an Energy Performance Certificate for the property and he was unaware that she should have one but he would immediately raise this as an issue with the letting agent, Tay Letting Limited.

When questioned about the windows, Mr. Clark acknowledged that the seals in the windows had failed causing some of the windows to appear "steamed up". He conceded, however, that this does slightly diminish the performance of the windows but that the windows remained wind and watertight.

Given all of the circumstances, the Committee was of the opinion that the Landlord had complied with the repairing standard in that the property is wind and watertight and in all other aspects fit for human habitation as the windows function properly and 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 as the heaters all functioned and were in proper working order.

Decision

8. The Committee accordingly determines that the Landlord has complied with the duty imposed by Section 14 (1) (b) of the Act.
9. The decision of the Committee was unanimous.

Observations

The Committee notes that the electric panel heaters are functioning and in proper working order. However, the Committee would simply recommend to the Landlord that she considers the adequacy of these heaters for the property. It is expected that the required Energy Performance Certificate may well have suggestions as to how the energy efficiency and rating of the property might be improved. The Committee also notes that the windows are wind and watertight but also notes that the seals in some of the double glazing units have failed. The Committee considers that the Landlord may wish to consider replacing or repairing these window units in due course. The Committee would also recommend that the tenant explores the possibilities of alternative electricity tariffs.

Right of Appeal

10. 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

11. 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.

P Pryce

Signed 

Date 7 April 2016

Patricia Anne Pryce 



Flat 1/1, 327 Maryhill Rd, Glasgow G20 7XX
PRHP/RP/16/0022
Schedule of Photographs - Inspection Date 6/04/2016
Weather – Dry, overcast.



1. Living room windows



2. Kitchen window



3. Bathroom window



4. Front bedroom window



5. Back bedroom window



6. Bathroom heater



7. Bathroom extract fan



8. Hard wired smoke alarm



9. Hard wired heat detector