



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

**PRHP/RP/16/0046**

**Title Number: WLN18739**

**Re: The residential dwellinghouse at**

**1/3 Kestrel Brae  
Ladywell  
Livingston  
EH54 6UZ**

**("the Property")**

**The Parties:-**

**Ms Emma Williamson**

**residing at the Property**

**("the Tenant")**

**Mr Ian Wilson  
Mrs Sharon Wilson  
Old Lyndhurst Road  
Southampton  
SO40 2NL**

**("the Landlords")**

**The Committee comprised:**

**Mr Ron Handley – Chairperson  
Mr Charles Reid Thomas - Surveyor Member**

**The Committee's 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) of the Housing (Scotland) Act 2006 ("the Act") in relation to the Property, and taking account of the evidence before it, unanimously determined that the Landlords had complied with the duty imposed by Section 14(1)(b).

## **Background**

1. The Tenant applied to the Private Rented Housing Panel ("the PRHP") for a determination as to whether or not the Landlords had complied with the duties imposed by Section 14(1)(b) of the Act.
2. On 8 April 2016 the President of the PRHP referred the application to the Committee.

## **The Application**

3. In her application the Tenant alleged that the Landlords had failed to comply with the duty to ensure that the Property met the Repairing Standard (as defined in the Act). It was submitted that:
  - the Landlords had failed to ensure that the Property was wind and water tight and in all other respects reasonably fit for human habitation;
  - the structure and exterior of the Property (including drains, gutters and external pipes) were not in a reasonable state of repair or in proper working order;
  - some fixtures, fittings and appliances provided by the Landlords under the Tenancy Agreement were not in a reasonable state of repair or in proper working order;
  - some of the furnishings provided by the Landlords under the Tenancy Agreement were not capable of being used safely for the purpose for which they were designed;
  - the Property did not have satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire;
  - the Property did not have satisfactory provision for giving warning if carbon monoxide was present in a concentration that was hazardous to health.
4. In particular it was submitted that the integrity of the roof was compromised, the cooker did not work, the kitchen units required to be repaired, the bathroom floor was sinking, the windows needed to be replaced, the beam in the living room needed to be replaced, there was dampness in the Property, the smoke detector needed to be replaced and there was no carbon monoxide detector.

## **The Evidence**

5. The Committee had before it a bundle of documents which included Land Register documents, a copy of the Tenancy Agreement between

the Tenant and the Landlords and a copy of the Application Form. The Committee took account of these documents.

### **The Inspection**

6. The Committee inspected the Property at 10.00 hrs on 18 May 2016. The Tenant was present throughout the inspection. The Landlords did not attend the inspection but were represented by Mr Montgomery.
7. At the conclusion of the Inspection the Tenant advised that she would not be attending the Hearing. Mr Montgomery advised that he would be attending the Hearing on behalf of the Landlords.

### **The Hearing**

8. A Hearing was arranged to take place after the inspection in Howden Park Centre, Howden, Livingston, EH54 6AE. As indicated Mr Montgomery attended the Hearing.

### **Summary of the issues**

9. The issue to be determined by the Committee was whether the Landlords had complied with the requirements of the Act to ensure that the Property met the Repairing Standard.

### **Findings**

10. The Committee found the following facts to be established.
  - The Property is a ground floor two bedroom flat located in a block of flats at Kestrel Brae, Ladywell, Livingston, EH54 6AE.
  - The Tenant and the Landlords entered into a Tenancy Agreement that related to the Property.
  - The Property is wind and water tight and there is no dampness in any of the ceilings within the Property.
  - The cooker is in a reasonable state of repair and in proper working order.
  - The kitchen units are in a reasonable state of repair and in proper working order.
  - The floors throughout the Property are in a reasonable state of repair.
  - The Property has double glazed timber frame windows throughout. The windows are in a reasonable state of repair and in proper working order.

- The smoke detector is in proper working order.
- The carbon monoxide detector is in proper working order.
- The Property is in reasonable decorative order.
- The Property meets the Repairing Standard.

### **Reasons for the Decision**

11. In the course of the inspection the Tenant advised the Committee that repairs had been carried out to the cooker which was now in proper working order. Moreover the kitchen units had been repaired and they too were in proper working order. On inspection it was clear to the Committee that these matters had been resolved.
12. In regard to the flooring, the Tenant advised that she had had to vacate the Property to allow appropriate remedial works to be carried out. She accepted that the repairs had been completed and that this issue was resolved. It was clear to the Committee at the inspection that works had been carried out to remedy this defect.
13. In the course of the inspection the Committee noted that a carbon monoxide detector had been installed as had a smoke detector. The Tenant accepted that they were both in proper working order and the Committee had no reason to doubt otherwise.
14. In regard to the issue of water ingress, at the Hearing Mr Montgomery advised the Committee that he was the landlord of the flat immediately above the Property and he explained that there had been a problem in that flat which had resulted in water penetrating the Property. However that issue had been remedied and the ceilings in the Property had been repaired and repainted. This was consistent with what the Tenant told the Committee in the course of the inspection and with the Committee's observations.
15. The Committee noted that all the windows opened properly and that since the date of the application the Landlords had fitted an extractor fan in the kitchen. The extractor fan was in proper working order. The Committee found no evidence of dampness within the Property. At the inspection the Tenant told the Committee that two adults, up to four children and two pet dogs lived in the Property. Given the size of the Property and the level of occupancy, the Committee was mindful that condensation could be a problem and to alleviate any such problem the Property would need to be properly ventilated (which might involve opening the windows and using the newly installed extractor fan).
16. In regard to the issue of the "beam" in the living room, Ms Williamson suggested that the problem related to a wall in the living room but she accepted that the matter was resolved. It appeared to the Committee that

this issue had involved an unsightly wall in the living room. In any event this matter had been remedied.

17. The windows were all double glazed and timber framed. There was no evidence that the window seals were defective and the Committee noted that the windows opened and closed. Although the windows would benefit from being varnished/painted, it was clear to the Committee that they were in a reasonable state of repair and in proper working order.
18. The Landlord provided a copy of a damp survey report carried out by Wise Property Care on 19 April 2016. This confirmed that there were no damp problems identified in the property other than condensation. There was a recommendation that alterations were made to the extractor fans and this work has been carried out.

### **Decision**

19. The Committee determined that the Landlords had complied with the duty imposed by section 14(1) (b) of the Act.
20. The decision of the Committee was unanimous.

### **Right of Appeal**

21. A Landlord(s) or Tenant(s) aggrieved by the decision of a PRHP Committee may appeal to the Sheriff by summary application within 21 days of being notified of that decision.

### **Effect of section 63 of the Act**

22. 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. 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.

R. HANDLEY

Signed .....  
Chairperson

..... Date 26 May 2016