



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

Reference Number: PRHP/RP/16/0047

Re: Property at 21 Crossdykes, Kirkintilloch, G66 3EU (“the Property ”)

The Parties:-

Mr Stephen Young (“the Tenant”)

**Mr. James Stirling, formerly of 33 Briar Road, Kirkintilloch, G66 3SA and now
residing at 21 Crossdykes, Kirkintilloch, G66 3EU (“the Landlord”)**

Decision

The Committee, having made such enquiries as it saw fit for the purpose of determining whether the Landlords have 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 Landlords and the Tenant, determined that the Landlords have complied with the duty imposed by Section 14 (1) (b) of the Act.

The Committee consisted of:-

Patricia Anne Pryce	-	Chairperson
Kingsley Bruce	-	Surveyor Member

Background

- 1. By application comprising of all documents received between 5 February and 10 March, 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 his duty to ensure that the property**

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

That the heating has not worked for two months.

That the showers are fed by the boiler (not electric) and hence not working.

That there is no hot water.

That the hob gives electric shocks from the ignition button.

That the house is damp as there is a gap in the fascia which allows water ingress.

That the level of draughts from the windows and external doors is substantial.

The Tenant considers that the Landlord is in breach of his 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.
- (iii) Any fixtures, fittings and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order.
- (iv) Any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed.

3. Having received confirmation from the Tenant that the tenancy had been terminated and rent paid until 22 February 2016 and therefore the Tenant was to be treated as having withdrawn the application under Section 22(1) of the Act, the President then considered the application and whether said application should be determined or abandoned. By Minute dated 16 March 2016 the President decided to refer the case to a Private Rented Housing Committee on the grounds of health and safety due to the nature of the alleged repairs which raised health and safety concerns for any future tenants or occupants.

4. By Minute dated 16 March 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.

5. On 7 April 2016, the Private Rented Housing Committee (“the Committee”) wrote to the Landlord to advise that the Committee intended to inspect the property on 19 May 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 28 April 2016.

6. On 14 April 2016, the Committee issued a Notice of Direction in terms of Schedule 2 Paragraphs 2(1) and 3(1)(b) of the Housing (Scotland) Act 2006 and Regulation 14 of the Private rented Housing Panel (Applications and Determinations)(Scotland) Regulations 2007, which Notice required the Landlord to provide to the Committee an Electrical Installation Condition Report (EICR) by a suitably qualified and registered electrician and a Portable Appliance Test on all portable electrical appliances and equipment supplied by the Landlord and located within the property together with a report by a suitably qualified Gas Safe registered engineer to address the state of repair and working order of all the gas appliances in the property. The said documents were to be lodged with PRHP no later than midday on 3 May 2016. The Committee received email copies of these documents from the Landlord by email on 17 May 2016.

7. On 19 May 2016, the Committee attended at the property for the purposes of inspection of the property. The Landlord was present at the inspection.

At the inspection on 19 May 2016, the Committee noted the following points: -

- (a) The property comprises a seven apartment detached bungalow situated in a quiet residential cul de sac in Kirkintilloch, East Dunbartonshire. The property is assumed to be of conventional construction. This property is estimated to be around thirty years old or thereby.
- (b) The accommodation comprises all on one level four bedrooms, a large living room, a smaller living room, a dining room, a large bathroom, one en-suite shower room, a kitchen and a utility room, with an integral garage.
- (c) The master bedroom has an en suite shower room and W.C. The shower worked in this en suite.
- (d) All of the radiators in the property were switched on and the property felt warm.
- (e) There was hot water in the main bathroom where there was also a large sunken bath. The shower attachment in the main bathroom was broken but the Landlord showed the Committee that there was a replacement unit for this shower which simply required to be replaced and stated that this fitting had broken since he had taken occupation of the house.

- (f) The windows in the property had originally been single glazed but the windows had mainly been retro fitted with double glazed sealed units, of varying age.
- (g) The Landlord demonstrated that the hob in the kitchen functioned and demonstrated that the ignition on the hob worked without giving an electrical shock. The Landlord explained that the Tenant had flooded the ignition switch causing it to malfunction. The Landlord advised that he attended at the property when the Tenant complained about the ignition. The Landlord advised that he simply dried off the switch which allowed it to function again. The Landlord also advised that the ignition switch could not have caused an electrical shock as it was fitted with PISO unit which would have prevented this from happening.
- (h) The Landlord demonstrated to the Committee that both the main oven and the salamander grill were in proper working order.
- (i) The Committee noted that there was a hole in the fascia located above the front door of the property but that there was no water ingress. The Landlord advised that he was due to have this fixed as his intention was to sell the property but that it did not cause any water ingress in the property.
- (j) The Committee noted that there were hardwired and interlinked smoke alarms located in the kitchen, hallway and large living room of the property.
- (k) The Committee noted that there was a carbon monoxide detector located in the utility room beside the boiler.

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

The Hearing

8. The Landlord attended the hearing along with his friend, Mr Norman Home. Mr Stirling explained that Mr Home was a witness to a visit he had made to the property when the Tenant still resided there.

The Landlord advised that he was residing in the property having moved back in on 1 April 2016. He confirmed that he was both employed and self-employed and that he runs his own water cooler company and a plumbing and heating company.

Mr Home confirmed that he resided at 19 Craigflower Road, Glasgow and that he was a Company Director of a home improvements company.

The Landlord confirmed that he wished to rely on all of the written submissions he had provided to the Committee. He confirmed that he felt very aggrieved by this process as he had spent around £28,000 on the property in the last few years. He explained that the property was his former matrimonial home and that he, himself, had been living in rented accommodation over the last few years since the breakdown of his marriage. He advised that he had a previous tenant, prior to Mr Young, and had experienced no difficulty with his previous tenant. However, he advised that Mr Young had been difficult and aggressive from that start of the tenancy and had left owing rent arrears. He believes that Mr Young and his partner had taken on the lease of the property which they could not afford while their own property was being repaired due to fire damage.

The Landlord confirmed that as soon as he received a complaint about the property from Mr Young he would attend to resolve any problems or his brother, who lives close to the property, would attend to fix any problems.

Mr Home confirmed that he had attended on one such occasion with the Landlord and that there were around four rooms in the property, including bedrooms, which had damp clothing hanging in them. He also advised that the Tenant was not using the heating. Mr Home advised that he could feel dampness when he entered the property.

The Landlord advised that the rent for the property had previously been £1,200 per month but that he reduced the rent to £1,000 per month which Mr Young had agreed to as the Landlord wished the property to be rented over the winter months.

The Landlord confirmed that the boiler was around eight to ten years old. He confirmed that Strathclyde Heating, instructed by the tenant, had replaced a motorised valve in the boiler around Christmas 2015 when the Tenant was still in the property.

The Committee confirmed that the heating and hot water were functioning during their inspection that morning and the Landlord confirmed that both had always been functioning.

The Committee further confirmed that it could find no evidence of draughts in the property during its inspection.

Given all of the circumstances, the Committee was satisfied that the house is wind and watertight and in all other respects reasonably fit for human habitation, 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 and any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed.

Decision

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

Observations

The Committee notes that there is a hole in the fascia of the property located above the front door. The Committee would urge the Landlord to have this fixed before it affects the wind and watertight ability of the property.

Furthermore, the Committee notes that the Landlord has installed hardwired and interlinked smoke and heat detection devices within the property. However, given the large size of the property the Committee would strongly urge the Landlord to install further such devices in order to comply with current regulatory standards.

Right of Appeal

11. 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

12. 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

Patricia Anne Pryce

Date 22 May 2016



IMPORTANT
THIS INSTALLATION, OR PART OF IT, IS PROTECTED BY A DEVICE WHICH AUTOMATICALLY SWITCHES OFF THE SUPPLY IF AN EARTH FAULT DEVELOPS. TEST QUARTERLY BY PRESSING THE BUTTON MARKED "T" OR "TEST". THE DEVICE SHOULD SWITCH OFF THE SUPPLY AND SHOULD THEN BE SWITCHED ON TO RESTORE THE SUPPLY. IF THE DEVICE DOES NOT SWITCH OFF THE SUPPLY WHEN THE BUTTON IS PRESSED, SEEK EXPERT ADVICE.

DANGER
230 VOLTS

MAIN SWITCH





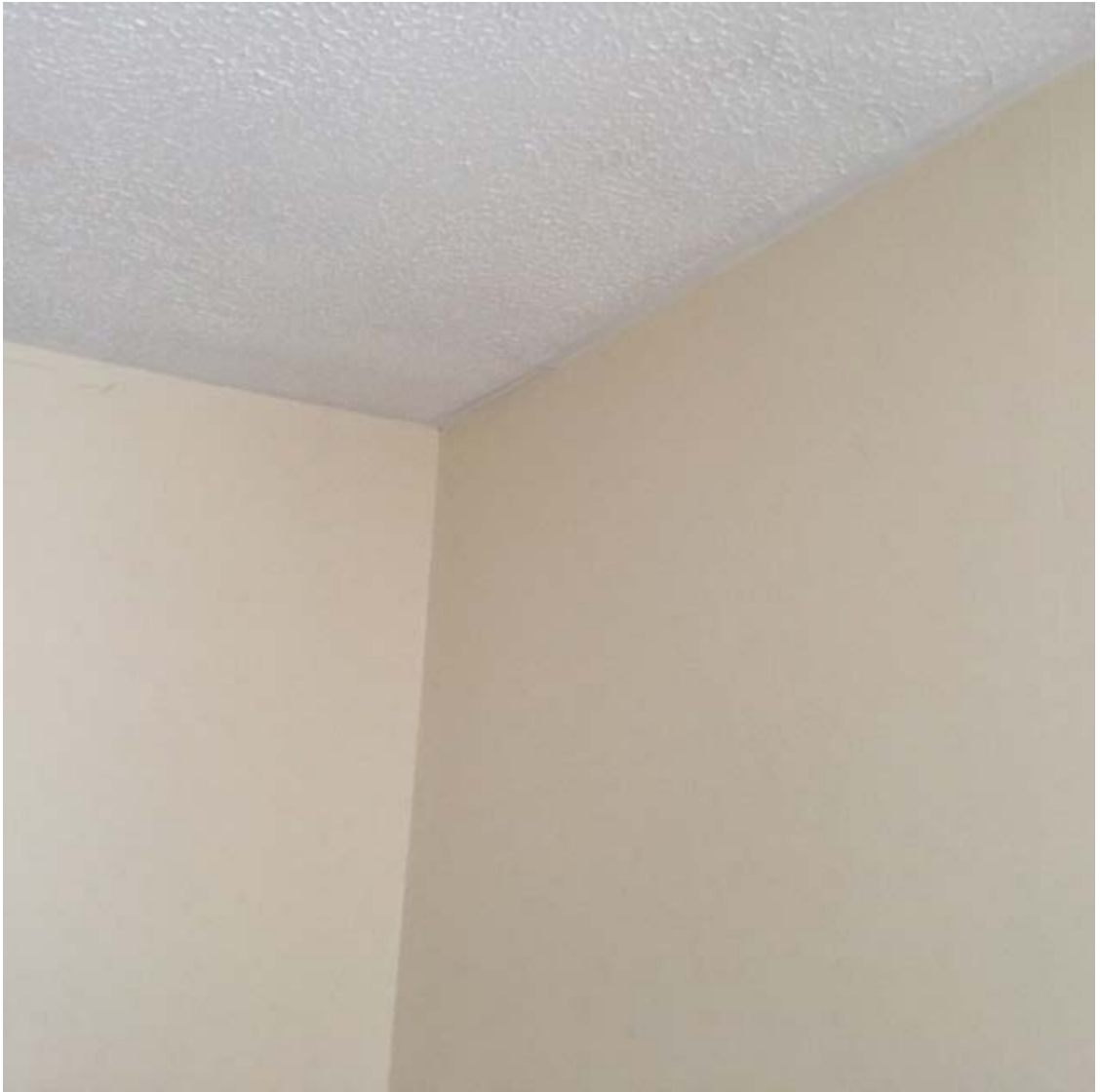












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