



PRIVATE RENTED HOUSING PANEL

RENT (SCOTLAND) ACT 1984

Notification Of Decision By The Private Rented Housing Committee

REFERENCE NO:	OBJECTION RECEIVED	OBJECTION
RAC/G13/756	28 June 2010	Tenant

ADDRESS OF PREMISES

Flat E 1/5, 1618 Great Western Road, Glasgow, G13 1HQ

TENANT

Mr J Wallace

NAME AND ADDRESS OF LANDLORD AGENT

Gauld Properties Ltd
22 Milnpark Street
Glasgow
G41 1BB

DESCRIPTION OF PREMISES

First and second floor maisonette in non-traditional 5 storey building C.1960 with commercial property on ground floor and 2 rows of 9 maisonettes on upper four floors, with rear walkway access, comprising 3 rooms, kitchen and bathroom. Gross internal floor area is approximately 63 sq. m. With partial double glazing.

SERVICES PROVIDED

None

COMMITTEE MEMBERS

CHAIRMAN	J Taylor LLB Dip LP NP
SURVEYOR	M Links FRICS
HOUSING PANEL MEMBER	S Campbell

FAIR RENT	DATE OF DECISION	EFFECTIVE DATE
£ 3,975.00 p.a.	8 September 2010	8 September 2010

J Taylor

Chairman of Private Rented Housing Committee

14th September 2010

Date



STATEMENT OF REASONS

in connection with

INSPECTION HELD ON 8th September 2010

In relation to the property

Flat E 1/5, 1618, Great Western Road, Glasgow, G13 1HQ.

1. THE PARTIES

The Landlords are Gauld Properties Limited. The tenant is Mr J Wallace. He has been a tenant of the property since 1969.

The tenancy is a registered tenancy in terms of the Rent (Scotland) Act 1984.

2. BACKGROUND

The current rent is £3350 per annum. The landlords applied for the rent to be increased to £4560. The Rent Officer registered a rent of £4000 per annum with effect from 1st June 2010. The Tenant referred the determination to the Private Rented Housing Panel ('PRHP').

3. THE INSPECTION

The committee inspected the property, which is a maisonette first and second floor flat in a five storey non traditional building, which dates from circa 1960. On the ground floor of the building there are shops and offices and maisonette flats are on the upper four floors. The maisonette flats are accessed from the front via a communal door and the rear via a communal stair and access walkway. The communal door entry control panel had been vandalised and was not working.

The accommodation comprises 3 rooms, kitchen and bathroom. There is a small balcony to the rear, accessed from a connecting door in the rear bedroom.

The Tenant had replaced the kitchen and bathroom fittings. The Landlords had replaced the windows to the front of the property with UPVC double glazed units. The Tenant had replaced the rear bedroom windows with UPVC double glazed units. The Tenant had also replaced the door leading to the balcony. The windows in the kitchen and bathroom were the original single glazed windows in metal and wood casings.

The floor area of the property is approximately 63 square metres.

There is no central heating in the property. The water is heated by an immersion heater provided by the Landlords.

There is a communal parking area at the rear of the tenement. The surface of the communal area is in a poor state of repair as there are many potholes. The bin storage area is located at the rear.

The property is conveniently situated for public transport and local services.

The rent includes the cleaning of the communal stair on a weekly basis. No receipts were provided by the Landlords for the cost of this service, which is believed to amount to less than 5% of the rent.

4. THE HEARING

No hearing was requested.

5. THE DECISION

The committee had the following documents before them:-

- A copy of form RR1, the Landlords' application for registration of the rent.
- Written Representations from the Tenant, and also the neighbouring tenants Mr M Taylor (Flat J), C Smith (Flat H) and C Rankin (Flat G), which stated:

'In this current economic climate, we feel that an increase of 20% is extremely excessive and unfair.

Furthermore, this increase took effect within 3 days of receipt of notification.

We have many ongoing issues with the landlord regarding repairs and maintenance of this property.

This includes ingress of water, severe dampness, mould and mildew spores which are known to cause ill health problems. Many window frames are rotting and doors are ill fitting.

Due to a lack of response from the landlord, many repairs and improvements are reluctantly carried out at the tenants' expense, although tenants are only liable for internal decoration and maintenance of glass.

Lack of general maintenance of the fabric of the building resulting in slum like external appearance; the last maintenance programme having been carried out more than 25 years ago.'

- Written representations from the Tenant, which stated *inter alia*:

'The Landlord has allowed the property to fall into a state of disrepair. There is peeling paintwork, broken, cracked and dangerously uneven walkways and stairs. Rusted through and broken safety railings. The communal doors are falling apart and have long since ceased their proper function. On windy nights, one of these doors is constantly slamming shut outside my bedroom window, making sleep virtually impossible. The car park is a disgrace. The surface is uneven, covered in potholes, has blocked drains and a large crater covers most of this area. This is a main access and egress to the property and also where the refuse disposal area is sited along with the re-cycling bin. In wet weather the whole area is flooded. In winter it is virtually impassable. It has been in this condition for at least fifteen years.

The anti social behaviour of some of the short term tenants has greatly increased in the past decade... the whole property is absolutely filthy. I have been informed that no proper cleaning schedule will be put in place, once more due to a refusal to pay, by the landlords for such a service.

In over forty years of residency my landlord has never made a single improvement to my property. Any and all improvements have been made at my own expense.

For many years I have had to cope with water ingress through my bedroom ceiling. In late summer of 2008 part of this ceiling collapsed. The ceiling was not repaired, simply plastered over. By winter 2008 water seepage through the ceiling was clearly visible. In March 2009 a small repair was carried out on the walkway. In November 2008 water was dripping from the ceiling and also running down one wall. I informed my landlord of the recurring problem. Since that time I have had visits on six separate occasions from five different building contractors and a chartered surveyor. All have agreed that the walkway needs immediate attention and repair. No repair work has been carried out.'

- List of comparable rents, provided by the clerk:-

Address	Accommodation	Description	Effective date	Registered Rent
3/1, 40 Apsley Street, Glasgow, G11 7SW	1 room, kitchen and bathroom. 52 sq.m	Third Floor tenement flat	31 st August 2009	£3150
2/R, 2 Kennoway Drive, Glasgow, G11 7UB	1 room, living kitchen and bathroom.	Second Floor tenement flat	29 th October 2009	£3200
Main Door, 93 Turnberry Road, Glasgow, G11 5AS	5 apartments, internal kitchen and bathroom. Approximate floor	Basement flat in 3 storey and basement grey sandstone	5 th March 2010	£6800

	area 120 sq m	tenement built circa 1880		
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The committee considered the documents provided. Separately the committee had obtained details of a number of other similar sized properties available to lease in the area, from newspaper advertisements and the internet. The rents of these properties ranged from £ 450 to £ 625 per month.

These properties were two bedroom properties and were flats in traditional tenements. They were improved properties with double glazing and central heating. They had modern bathrooms and kitchens and were provided with carpets, curtains and appliances. Also the properties at the higher end of the range were furnished.

The committee considered this evidence and reflected that the property Flat E 1/5, 1618 Great Western Road, Glasgow was a non traditional maisonette flat with a significantly smaller floor area than two bedroom flats in traditional tenements. Also the property was only partially double glazed and had no central heating. The kitchen and bathroom fittings were original.

Therefore they decided that the market rent of an improved property comparable to Flat E 1/5, 1618 Great Western Road, Glasgow was £ 450 per month (£ 5400 per annum). The committee acknowledged that an adjustment was required to reflect the fact that the property (Flat E 1/5, 1618 Great Western Road, Glasgow) was unfurnished, the Tenant had updated kitchen and bathroom fittings, it was only partially double glazed and had no central heating. Also no decoration, floor coverings or appliances were supplied by the Landlords. They considered that a deduction of £118.75 per month (£1425) was reasonable to reflect these differences.

The committee were mindful of the terms of section 48(1) of The Rent (Scotland) Act 1984, which requires the committee 'to have regard to all of the circumstances (other than personal circumstances) and in particular to apply their knowledge and experience of current rents of comparable property in the area, as well as having regard to the age, character and locality of the dwelling house in question and to its state of repair and, if any furniture is provided for use under the tenancy, and to the quantity, quality and condition of the furniture'. Also section 48(2) which requires them to 'assume that the number of persons seeking to become tenants of similar dwelling- houses in the locality on the terms (other than those relating to rent) of the regulated tenancy is not substantially greater than the number of such dwelling- houses which are available to let on such terms.'

The committee acknowledged that there is a plentiful supply of similar properties to rent in the area and therefore there is no scarcity of supply of such properties at this time.

After consideration of all these factors the committee decided that the fair rent for the property was £3975 per annum.

In reaching this decision the committee have had regard to all the considerations required to be taken into account in terms of Section 48 of the Rent (Scotland) Act 1984.

This decision takes effect from the 8th day of September Two thousand and ten.

..... **J Taylor**

Chairperson, 14th ~~September~~ 2010