



**PRIVATE RENTED HOUSING COMMITTEE  
STATEMENT OF REASONS**

**PROPERTY:**

**11 Torwood Avenue, Larbert, FK5 4NG**

**INSPECTION & HEARING**

**9<sup>th</sup> May, 2011**

## **STATEMENT OF REASONS**

### **INTRODUCTION**

1. This is an application dated 9<sup>th</sup> February, 2011 ('the application') made under section 22(1) of the Housing (Scotland) Act 2006 ('the Act') by Mr Ian Stevenson ('the tenant') regarding the property known as and forming 11 Torwood Avenue, Larbert, FK5 4NG ('the property'). The landlord of the property is Mr & Mrs Roderick MacGregor ('the landlord'), c/o Belvoir Lettings, 5 Princes Street, Falkirk, FK1 1LS. The landlord is represented by Mr Mike Campbell of Belvoir Lettings. ('the agent').
2. In the application the tenant contends that the landlord has failed to comply with the duty imposed on them by section 14(1)(b) of the Act as the property fails to meet the repairing standard as set out in section 13(1) of the Act.
3. The Committee comprised

Chairman	Mr Steven Walker
Surveyor	Mr Mike Links
Housing Member	Mr Chris Harvey

The Committee was assisted by the Clerk to Committee, Mr Robert Shea.

### **THE DOCUMENTATION**

4. The Committee considered all the documents referred to it by the parties.

### **THE INSPECTION**

5. The Clerk introduced the Committee. The Committee inspected the property. The tenant was not present. The landlord (Mrs MacGregor) was present and also the agent. There was a high damp meter reading on the rear bedroom wall near to the window. The damp meter readings around the front door were normal.

### **DESCRIPTION OF THE PROPERTY**

6. The property is a detached bungalow built c. 1950 of non-standard construction beneath a pitched and slated roof, comprising of two bedrooms, bathroom, kitchen and living room. The property is on the edge of Larbert and is relatively close to local amenities.

### **THE HEARING**

7. The hearing took place at the Park Hotel, Falkirk on 9<sup>th</sup> May, 2011. Only the landlord (Mrs MacGregor) and her agent attended. The tenant's complaint is that the landlord had failed to meet the repairing standard as detailed in the application. The tenant considers there has been a failure by the landlord to meet the repairing standard as follows;-

- (a) The rotting windows require replacement;**
- (b) Repair water damaged wall in rear bedroom as result of the rotten window letting in water;**
- (c) Central Heating system requires replacement;**
- (d) The hob requires a gas safety certificate;**
- (e) Driveway fence requires replacement;**
- (f) Lock on side door does not fit;**
- (g) Front door is leaking and letting in water.**

8. The Chairman opened the hearing and advised the landlord and her agent that they would have an opportunity to address the Committee in relation to the complaints.
9. In summary, the landlord and her agent advised that the rotten windows would be replaced by CR Smith on 13<sup>th</sup> May, 2011. They advised that the water damaged wall in the rear bedroom would be cured once the window was replaced. They advised that the central heating boiler had been replaced with a new combi boiler and that all the radiators had been bled and fitted with individual thermostats. They advised and produced a gas safety certificate dated 23<sup>rd</sup> March, 2011 confirming that the boiler, hob and fire were safe for use. They advised that the fence had been repaired with new stakes fitted. They advised that the side door mortice lock worked from the inside and that the yale lock worked from inside and out. They advised that the front door was not leaking.
10. The Chairman then adjourned the hearing for five minutes. On reconvening the hearing the Chairman advised the landlord that it was clear from the inspection that almost all of the tenant's complaints had been remedied by her. The Chairman advised that the only outstanding and valid complaint apparently related to the replacement of the rotten windows and as a consequence the water damaged wall in the rear bedroom which was apparently a result of the rotten windows. The Chairman requested the landlord provide confirmation from CR Smith that these window works were completed on 13<sup>th</sup> May, 2011. The landlord confirmed she would.
11. The Chairman then concluded the hearing.
12. On 23<sup>rd</sup> May, 2011 the agent lodged photographs and confirmation with the Committee that CR Smith had completed the window installation. The Committee is satisfied from this documentary evidence that these works have now been completed.

## THE ACT

13. Section 14(1)(b) of the Act provides;-

***“14 Landlord's duty to repair and maintain***

*(1) The landlord in a tenancy must ensure that the house meets the repairing standard—*

*(a) at the start of the tenancy, and*

*(b) at all times during the tenancy.”*

14. Section 13 of the Act provides;

***“13 The repairing standard***

*(1) A house meets the repairing standard if—*

*(a) the house is wind and water tight and in all other respects reasonably fit for human habitation,*

*(b) the structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order,*

*(c) 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,*

*(d) any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order,*

*(e) any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed, and*

*(f) the house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.”*

## FINDINGS OF FACT & REASONS

15. The complaints before the Committee as per the tenant's application and our determinations in relation to this are as follows;-

**(a) The rotting windows require replacement;**

16. On 23<sup>rd</sup> May, 2011 the agent lodged photographs and confirmation with the Committee that CR Smith had completed the new window installation. Accordingly, the Committee makes no determination in relation to this.

**(b) Repair water damaged wall in rear bedroom a result of the rotten window letting in water;**

17. On 23<sup>rd</sup> May, 2011 the agent lodged photographs and confirmation with the Committee that CR Smith had completed the new window installation. The Committee was of the opinion that the replacement of the rotten window would remedy this problem. Accordingly, the Committee makes no determination in relation to this.

**(c) Central Heating system requires replacement;**

18. This issue was resolved prior to the inspection by the Committee. This was confirmed by the inspection. Accordingly, the Committee makes no determination in relation to this.

**(d) The hob requires a gas safety certificate;**

19. The landlord produced a gas safety certificate dated 23<sup>rd</sup> March, 2011 which confirmed the hob was safe for use. Accordingly, the Committee makes no determination in relation to this.

**(e) Driveway fence requires replacement;**

20. This issue was resolved prior to the inspection by the Committee. This was confirmed by the inspection. Accordingly, the Committee makes no determination in relation to this.

**(f) Lock on side door does not fit;**

21. The side door has two locks. A fully functional yale lock and a mortice lock which fully functions internally. The door adequately locks. This was confirmed by the inspection. Accordingly, the Committee makes no determination in relation to this.

**(g) Front door is leaking and letting in water.**

22. At the inspection, the front door area was checked with a damp meter. The readings were normal and no moisture was present. Accordingly, the Committee makes no determination in relation to this.

**SUMMARY OF DECISION**

23. The Committee accordingly determines that the landlord has not failed to comply with the duty imposed by section 14(1)(b) of the Act in respect of all the complaints.
24. The Committee accordingly dismisses the application.

**RIGHT OF APPEAL**

25. A landlord or tenant has the right to appeal this decision to the Sheriff by summary application within 21 days of being notified of that decision.

**EFFECT OF APPEAL**

26. In terms of section 63 of the Act, where such an appeal is made, the effect of the decision and of any order is suspended until the appeal is abandoned or finally determined by confirming the decision, the decision and any order will be treated as having effect from the day on which the appeal is abandoned or so determined.

Signed  **S Walker**

**Steven P Walker**  
**Advocate & Barrister**  
**Chairman**  
**Private Rented Housing Committee**  
**23<sup>rd</sup> May, 2011**