



**Decision by the Private Rented Housing Committee**

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

**PRHP ref: prhp/G75/96/10**

**Title no: LAN160424**

**Re: The residential dwellinghouse at**

**55 Riccarton  
East Kilbride  
G75 9BX  
("the property")**

**The Parties:-**

**Ms Nicola Fletcher resident at the property  
("the tenant")**

**and**

**Mrs Lee Turner  
c/o The Property Store  
31 Dovecastle Drive  
Strathaven  
ML10 6BH  
("the landlord")**

**Decision**

**The Committee, having made such enquiries as it saw fit for the purposes 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, and having taken account of the evidence before it, unanimously determined that the landlord had complied with the duty imposed by Section 14 (1)(b) of the Act.**

**The Background**

- 1. The tenant applied to the Private Rented Housing Panel ("the PRHP") for a determination as to whether or not the landlord had failed to comply with the duties imposed by Section 14(1)(b) of the Act. On 23 July 2010, the PRHP office wrote to the tenant and the landlord confirming that the President of the PRHP had referred the application to a Committee. Both parties were asked if they wished to make written representation (or**

if they wished the opportunity of making oral representation). Written submissions were subsequently received on behalf of the landlord.

2. On 27 August 2010, the PRHP office wrote to both parties intimating that an inspection of the property would take place on 28 September 2010 at 9.45am. The parties were also advised that a Hearing had been arranged to take place on the same day at 10.45am in the Murray Owen Centre, East Kilbride.

### **The Application**

3. The tenant submitted that the landlord had failed to comply with his duty to ensure that the property met the Repairing Standard (as defined in the Act) in that the property was not wind and water tight and in all respects reasonably fit for human habitation. It was also submitted that the fixtures, fittings and appliances provided by the landlord under the Tenancy Agreement were not in a reasonable state of repair and not in proper working order.
4. In particular it was submitted that:
  - the front door was not draught proof
  - the bathroom was damp
  - plaster was falling off the wall in the kitchen and paint was flaking from the ceiling
  - the kitchen window could not be fully opened
  - living room – the windows were not draught proof and the wooden floor was bevelled and splintering
  - the wood on the railing at the balcony was rotten and rusty nails were exposed
  - the window in the bedroom was “blown”
  - there were only three radiators to heat the property, two of which were within the living room
  - the tumble dryer was broken.

### **The Evidence**

5. The Committee had before it various documents which included a copy of the Lease Agreement, a copy of the Application Form, a letter of 11 July 2010 from the tenant, a letter of 9 July 2010 from the Property Store, a letter of 15 July 2010 from the Property Store, a letter of 9 July from the Property Store, written submissions on behalf of the landlord and Land Registry documents.

### **The Inspection**

6. The Committee inspected the Property on 28 September 2010 at 9.45am. The tenant and her partner were present during the inspection and the landlord was represented by Morag Allan and Lorraine Robb (from the Property Store).

## **The Hearing**

7. The Hearing took place in the Murray Owen Centre, 1 Liddell Grove, Murray, East Kilbride at 10.45am. The tenant attended the Hearing as did Ms Allan and Ms Robb from the Property Store. Prior to commencing the Hearing, the Chairman reminded the parties that the application had been considered by the President of the PRHP who had referred it to the Committee. The Chairman also reminded the parties that the issue before the Committee was whether the Repairing Standard (as defined in the Act) had been met. The evidence heard by the Committee at the Hearing can be briefly summarised as follows.
8. Ms Fletcher advised the Committee that there were three external doors to the common hallway. The front door of the property did not properly fit the frame and consequently it was not wind tight. Ms Allan told the Committee that remedial works had been carried out in April 2009.

### Kitchen

Ms Fletcher reminded the Committee that there was paint/plasterboard peeling from the ceiling and the walls in the kitchen. Ms Allan submitted that this was a "lifestyle" issue. Ms Fletcher had no comment in regard to the window in the kitchen. In regard to the tumble dryer, Ms Fletcher accepted that the dryer had been repaired but told the Committee that it could only be switched off by using the mains switch.

### Living Room

Ms Fletcher told us that the windows in the living room "rattled" and that the frames moved. Ms Robb advised that some remedial works had been carried out in April 2009. In regard to the uneven floor, Ms Fletcher suggested that it was bevelled at the area near the balcony door.

### Balcony

Ms Fletcher accepted that the wooden railing in the balcony had been repaired.

### Bedroom

Ms Fletcher accepted that repairs had been carried out to the window in the bedroom.

### Heating

Ms Fletcher reminded us that two of the three radiators were in the living room. She accepted that they were functioning properly.

## **Summary of the Issues**

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

## Findings of Fact

10. The Committee found the following facts to be established:

- The tenant and the landlord entered into a Lease Agreement in March 2008. Ms Fletcher is the tenant of the property which is owned by Mr Turner who is the landlord.
- The tenant made an application to the PRHP and the President of the PRHP subsequently referred the application to the Committee for a determination.
- The property is a flat in a block of similar flats and was built circa 1965. The front door of the property has been draught proofed. Having regard to the age, character and location of the property, the front door is in a reasonable state of repair and in proper working order.
- There is no significant evidence of dampness within the bathroom.
- Some of the plaster and paint is peeling from the walls and ceiling of the kitchen. However this is not as a result of significant dampness and is likely to be the result of a lack of ventilation.
- The window in the kitchen can be opened (although not fully). The window is in a reasonable state of repair and proper working order.
- The windows in the living room have been draught proofed and, having regard to the character and location of the property, are in a reasonable state of repair and in proper working order.
- Although there is a small gap in the floorboards in the living room (at the area around the balcony door), the floor is in a reasonable state of repair.
- The wooden top of the railing in the balcony has been replaced and is in a reasonable state of repair.
- The window in the bedroom is in a reasonable state of repair.
- The property has three radiators, one of which is in the hall and two in the living room. All radiators are in proper working order.
- The tumble dryer in the kitchen could only be switched on/off from the mains switch and was not in a reasonable state of repair or in proper working order.

## The Decision

11. The Committee determined that on the date of the inspection, the landlord had failed to comply with the duty imposed by Section 14 (1) (b) of the Act in that the tumble dryer was not in a reasonable state of repair or in proper working order. However the Committee was satisfied that all the other issues raised by the tenant in her application had been remedied and that the Repairing Standard had been met.
12. The Committee noted that the defect in the tumble dryer was of a relatively minor nature. Moreover the landlord's representatives accepted at the Hearing that the tumble dryer was not in proper working order and advised that appropriate action would be taken to remedy this defect. On 6 October 2010 the PRHP office received a copy of a

document which confirmed that new bearings and a door lock had been supplied and fitted to the tumble dryer.

13. In all these circumstances the Committee was satisfied that the Repairing Standard was met as of 6 October 2010.

#### **Right of Appeal**

14. A landlord or tenant 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**

15. 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.

Signed..... **R Handley** ..... Date...18/October/2010  
Chairperson