



**DETERMINATION BY PRIVATE RENTED HOUSING COMMITTEE**

**STATEMENT OF DECISION OF THE PRIVATE RENTED HOUSING COMMITTEE  
UNDER SECTION 24(1)  
OF THE HOUSING (SCOTLAND) ACT 2006**

In connection with

Property at 86 Gardyne Place, Dundee DD4 7PQ (hereinafter referred to as  
"the House")

Tanya Armstrong, formerly of 86 Gardyne Place, Dundee DD4 7PQ (hereinafter  
referred to as "the Tenant")

Craig Muir and Janet Isobel Muir, 52 Victoria Road, Broughty Ferry  
DD5 1BN (hereinafter referred to as "the Landlord")

**PRHP REFERENCE PRHP/RP/14/00008**

**DECISION**

The Committee, having made such enquiries as are 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 (hereinafter referred to as "the Act") in relation to the House, and taking account of the evidence led on behalf of the Landlord at the hearing and of the written documentation attached to the application and submitted by the parties, determined that the Landlord had not failed to comply with the duty imposed by section 14(1)(b) of the Act.

**Background**

By application dated 11 January 2014 (hereinafter referred to as the "Application") the Tenant applied to the Private Rented Housing Panel (hereinafter referred to as "the PRHP") for a determination of whether the Landlord had failed to comply with the duties imposed by section 14(1)(b) of the Act.

The Application stated that the Tenant considered that the Landlord had failed to comply with the duty to ensure that the House meets the repairing standard and in

particular that the Landlord had failed to ensure compliance with the following paragraph of section 13(1) of the Act:

*“(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...”*

The Tenant complained of the following matters:

- 1 The electric heating did not work properly;
- 2 Damp and mould in the bedrooms;
- 3 A bush blocking access to the rear door;
- 4 Rusty cooker rings; and
- 5 A problem with a bedroom blind.

On 3 March 2014, having been informed that the tenancy had been terminated, the President of the PRHP issued a Minute of Continuation under paragraph 7(2) of Schedule 2 to the Act.

By letter of 14 March 2014, the President of the PRHP intimated a decision under section 23(1) of the Act to refer the Application to a Private Rented Housing Committee (hereinafter referred to as “the Committee”).

The Committee comprised the following members:

John McHugh, Chairperson  
Elaine Munroe, Housing Member  
Robert Buchan, Surveyor Member.

The Committee served Notice of Referral in terms of Paragraph 1 of Schedule 2 to the Act upon the Landlord and the Tenant.

A hearing and inspection were fixed for 5 September 2014.

The Committee inspected the House on 5 September 2014. A new tenant was in occupation. Mr Muir was present on behalf of the Landlord and was accompanied by Deborah Lamb, his letting agent.

Following the inspection, the Committee held a hearing at The Kirkton Community Centre, Derwent Avenue, Dundee. The Committee considered the written evidence submitted by the parties and heard representations by Mr Muir on behalf of the Landlord.

### **Submissions at the Hearing**

The Committee was able to advise Mr Muir that, after careful consideration of what had been observed at the inspection, the Committee was not minded to make a Repairing Standard Enforcement Order. Mr Muir advised the Committee that he

was aware of the Landlord's legal responsibilities and was keen to ensure that these were met.

### **Summary of the Issues**

The issue to be determined is whether the House meets the repairing standard as laid down in section 13 of the Act and whether the Landlord has complied with the duty imposed by section 14(1)(b).

### **Findings in Fact**

The Committee confined their inspection to the items of complaint detailed within the Tenant's Application.

The Committee made the following findings in fact:

- 1 The Landlord and the Tenant entered into a Tenancy Agreement in respect of the House dated 30 July 2013.
- 2 The Landlord was recorded on the Lease as Mr Craig Muir.
- 3 Craig Muir and Janet Isobel Muir are the registered owners of the House.
- 4 The Tenant took possession of the House from 1 August 2013 and vacated it on 4 February 2014.
- 5 The provisions of Chapter 4 of Part I of the Act apply to the tenancy.
- 6 The Tenant notified the Landlord of the defects in the house which are now the subject of the Application by letter dated 11 January 2014.
- 7 The inspection on 5 September 2014 revealed:
  - a. The House was generally in a fair standard of repair.
  - b. A new gas central heating system had been fitted.
  - c. There was no bush blocking the rear door.
  - d. Curtains (and no blinds) were present in the bedrooms.
  - e. A new cooker had been installed. It was not rusty.
  - f. Mould growth was evident in the bathroom.
  - g. A very small damp area was observed in a rear bedroom wall in an area close to the ceiling.

## Reasons for the Decision

### Heating

A new gas central heating system has been fitted. There were no indications of any problems with its operation.

### Bush

The Landlord explained that there had been a bush outside the back door on land for which the local authority was responsible. It had been removed as part of the installation of a gas supply to the House.

### Hob

A new cooker had been installed.

### Bedroom Blind

The Landlord had no understanding of the Tenant's complaint in this regard. No blinds were present on inspection. Curtains were present.

### Mould and Dampness

High damp meter readings were observed in the rear bedroom in a very small area where one of the walls meets the ceiling. A non-invasive inspection of the loft area above revealed no leak from the roof nor an immediately obvious cause of the problem.

It seems likely that the problem arises from a build up in condensation in the loft area which the Landlord may consider addressing by the provision of an extractor fan in the bathroom (which showed signs of condensation and mould growth close to the shower) and/or by installing ventilation in the loft area.

There was no sign of any dampness in the front bedroom.

The damp area in the rear bedroom is barely noticeable to occupants and would present no danger to them. This minor issue cannot be said to constitute a breach of the repairing standard.

### The Repairing Standard

The Committee consider that there is no breach of the repairing standard. Accordingly, no Repairing Standard Enforcement Order should be made.

### Other Observations

The Committee observed that the property had been installed with hard wired smoke and other detectors but that the smoke detector in the lower hall had been covered up. The Landlord made immediate arrangements to remove the covering (apparently placed there by the current tenant) and to warn the members of the tenant's family present in the House of the need to keep the detector uncovered so that it would function as intended.

## **Decision**

The Committee, considering the terms of section 13(3) of the Act, determined that the Landlord had not failed to comply with the duty imposed by section 14(1)(b) of the Act.

The decision of the Committee was unanimous.

## **Right of Appeal**

**Section 64 of the Act provides a right of appeal to a landlord or tenant aggrieved by a decision of a private rented housing committee. An appeal may be made to the Sheriff within 21 days of the Landlord or Tenant being informed of the decision.**

Where such an appeal is made, the effect of the decision and 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.

## **J McHugh**

John M McHugh  
Chairperson

Date: 9 September 2014