



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

PRHP/RP/14/0127

Re: The residential dwellinghouse at

**65 Panmure Street
Broughty Ferry
Dundee
DD5 2LG**

("the Property")

The Parties:-

**Miss Carolann Curran
Formerly resident at the Property**

("the Tenant")

and

**Mrs Denise Findlay
Now resident at the Property - formerly
resident at**

**9 Seabourne Gardens
Broughty Ferry
Dundee
DD5 2RT**

("the Landlord")

The Committee comprised:

**Mr Ron Handley – Chairperson
Mr Robert Buchan – Surveyor
Ms Sally Wainwright – Housing Member**

The Committee's Decision

The Committee, having made such enquiries as it saw fit for the purposes of determining whether the Landlord had complied with the duty imposed by Section 14(1) (b) of the Housing (Scotland) Act 2006 ("the Act") in relation to

the Property, and taking account of the evidence before it, unanimously determined that the Landlord had complied with the duty imposed by Section 14(1) (b).

Background

1. On 12 May 2014 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.
2. On 31 July 2014 the Tenant sent an e-mail to the PRHP advising that she no longer lived at the Property and she no longer wished the PRHP to consider her application.
3. On 22 August 2014 the President of the PRHP acknowledged that the tenancy of the Property had been terminated and consequently, in accordance with Schedule 2, Paragraph 7(1) of the Act, the application was to be treated as withdrawn. The President then considered whether the application should be determined or abandoned in terms of Schedule 2, Paragraph 7(2) of the Act.
4. As a consequence of the nature of the complaints within the application, the President considered that the application should be determined on public interest grounds. The alleged repairs raised health/safety concerns for any future tenants/occupants and concerns about whether the Property was fit for human habitation.
5. The Presidents' decision was intimated to the Landlord.

The Application

6. In her application the Tenant alleged that the Landlord had failed to comply with the duty to ensure that the Property met the Repairing Standard (as defined in the Act). It was submitted that the Landlord had failed to ensure that the Property was wind and water tight. It was submitted that the window frames in the living room were "rotten through" and this allowed water, wind and wasps to enter the Property. The kitchen walls were not wind and watertight and mice had been found in the kitchen. It was also suggested that the hall skylight was not watertight and consequently there was water ingress causing extensive damage to the carpet, bathroom and the utility room. It was also submitted that the washing machine and the tumble drier had not been working since January 2014. Moreover loose and broken roof tiles allowed rain water to penetrate the Property causing extensive damage. It was submitted that the living room window ran with water when it rained.

The Evidence

7. The Committee had before it a bundle of documents which included Land Register documents, a copy of the Tenancy Agreement, a copy of the Application Form and copies of various e-mails and letters.

The Inspection

8. The Committee inspected the Property at 10.00hrs on 16 December 2014. The Landlord was present at the inspection and not represented.

The Hearing

9. A Hearing was arranged to take place after the inspection at 11.00hrs in Kirkton Community Centre, Derwent Avenue, Dundee, DD3 0AX. The Landlord attended the Hearing and was not represented.

Summary of the issue

10. The issue to be determined by the Committee was whether the Landlord had complied with the requirements of the Act to ensure that the Property met the Repairing Standard.

Findings

11. The Committee found the following facts to be established:
 - On 31 October 2013 the Tenant and the Landlord entered into a Tenancy Agreement that related to the Property.
 - The Property is a detached house built 40 years ago.
 - The windows in the living room of the Property are UP framed and double glazed. These windows are modern and are wind and water tight. They are in a reasonable state of repair and in proper working order.
 - The internal and external kitchen walls are wind and water tight.
 - The skylight in the hallway of the Property is wind and water tight. It is in a reasonable state of repair and in proper working order.
 - The washing machine and the tumble drier are in proper working order.
 - The roof is in a reasonable state of repair and is wind and water tight.
 - There is no dampness in the living room walls.

Reasons for the Decision

12. As indicated, the windows in the living room of the Property are modern UP framed and double glazed. The Committee found no evidence of dampness/condensation within the double glazing panes. Although at the time of the inspection the weather was dry and there was no wind, it was clear to the Committee that the windows were well fitting and that the external rubber seals of the windows were in a reasonable state of repair. None were perished or damaged.
13. The Committee found no evidence of dampness or water penetration in the internal and external kitchen walls.
14. It was clear from inspection that the skylight in the hallway of the Property was wind and water tight. There was no evidence of dampness or water ingress in either the utility room or in the lower bathroom.
15. The Committee noted that the washing machine and the tumble drier were modern. The Landlord told the Committee that both appliances were in working order and the Committee had no reason to doubt otherwise.
16. The Committee was unable to fully inspect the roof. However from an inspection at ground level, the Committee found no evidence of missing or damaged roof tiles. Significantly there was no evidence of dampness or water ingress in any of the ceilings within the Property.
17. In the course of the inspection, the Committee found no dampness/water ingress in the living room walls (or anywhere within the Property). A protimeter was used to check for levels of dampness.
18. On the day of the inspection the Committee found the Property to be a well maintained house in a good state of repair and in good decorative order. The Landlord advised the Committee that she did not intend to enter into another tenancy agreement. Nonetheless the Committee had no hesitation in finding that the Repairing Standard was met.

Decision

19. The Committee determined that the Landlord had complied with the duty imposed by section 14(1) (b) of the Act.
20. The decision of the Committee was unanimous.

Right of Appeal

21. A Landlord(s) or Tenant(s) 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 of the Act

22. 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.

Ron Handley

Signed ..
Chairperson

..... Date 30 December 2014