



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

prhp Ref: PRHP/RP/14/0155

**Re : Property at 4 Anderson Street, Arbroath, DD11 1QS (Title number  
ANG43118) ("the Property")**

**The Parties:-**

Rebekah Gough, formerly residing at 4 Anderson Street, Arbroath, DD11 1QS and  
now living at 46 St Murdoch's Crescent, Arbroath  
**("the Tenant")**

James Francis John Wilson, residing at 20 Warslap Avenue, Arbroath, DD11 2DG  
**("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) in relation to the house concerned, and taking account of the  
evidence led by both the Landlord and the Tenants at the hearing, determined  
that the Landlord had not failed to comply with the duty imposed by Section 14  
(1)(b) of the Act.**

**Background**

1. By application dated 19 June 2014 the Tenant applied to the Private Rented  
Housing Panel for a determination of whether the Landlord had failed to comply with  
the duties imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 ("the  
Act").

2. The application by the Tenant stated that the Tenant considered that the Landlord  
had failed to comply with his duty to ensure that the house meets the repairing  
standard and in particular that the Landlord had failed to ensure that:-

- (a) The property is wind and water tight, and in all other respects,  
fit for human habitation, in terms of Section 13(1)(a) of the  
2006 Act,
- (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, in terms of Section 13(1)(b) of the  
2006 Act, and
- (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,  
in terms of Section 13(1)(c) of the 2006 Act.

3. By letter dated 9<sup>th</sup> July 2014 the President of the Private Rented Housing Panel intimated a decision to refer the application under Section 22 (1) of the Act to a Private Rented Housing Committee. The committee was made up of:

Paul Doyle (Chairperson)  
David Godfrey (Surveyor Member)

4. The Private Rented Housing Committee served Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon both the Landlord and the Tenant.

5. Following service of the Notice of Referral the Tenant made no further written representation to the Committee. By letter dated 7 August 2014 Angus Citizens Advice Bureau advised the Private Rented Housing Panel that the tenant vacated the property on 28 June 2014, and that no further representation would be made on behalf of the tenant. On 28 August 2014 the President of the Private Rented Housing Committee continued consideration of the application because of the nature of the complaint made by the tenant. The Landlord made written representations to the Committee by two emails, both dated 17 September 2014.

6. The Private Rented Housing Committee inspected the Property on the morning of 4 November 2014. Neither the Tenant nor the Landlord was present, nor were they represented, at the inspection.

7. A hearing was scheduled to take place within Arbroath Community Centre at 11am. Committee members went to the venue to find it locked and unoccupied. By 11.10am, neither the landlord nor the tenant had attended nor had they sent representatives. Committee members were satisfied that neither party intended to appear or be represented. No application was made for an adjournment. Committee members were satisfied that all parties had been given satisfactory notice of the time, date and place of the hearing and that the case could be justly determined in the absence of the parties.

8. The committee were mindful that the tenant's claim related to a leaking roof, mould on walls and windows, a complaint that the windows are neither wind nor water tight, a lack of ventilation in the house and complaints in relation to the electrical installation and the plumbing for the water supply to the property.

9. In his written representations, the landlord stated that any defects to the property were entirely the fault of the tenant, who had damaged the property throughout the tenancy and that, when the landlord regained access to the property at the termination of the tenancy, he carried out all necessary repairs.

### **Summary of the issues**

10. The issues to be determined are:

- (a) Is the property wind and water tight, and in all other respects, reasonably fit for human habitation?
- (b) Is the structure and exterior of the house (including drains, gutters and external pipes) in a reasonable state of repair and in proper working order, and
- (c) Are the installations in the house for the supply of water, gas and electricity, and for sanitation, space heating and heating

... water in a reasonable state of repair and in proper working order?

### **Findings of fact**

11 (a) On 27 August 2012, the landlord and tenant entered into a short assured tenancy agreement for the property at 4 Anderson Street, Arbroath, DD11 1QS. Both the landlord and the tenant signed a rental agreement. The landlord's obligations contained in that rental agreement are consistent with the landlord's duty to repair and maintain the property in terms with Sections 13 and 14 of the 2006 Act.

(b) The property forms a two storey maisonette on the first and second floors of a larger building of flatted dwelling-houses, entered by a common passage and stair. The front door from the common stair leads to a hallway providing access to the kitchen, living room and one bedroom. On the first floor of the property, stairs lead from the hallway to the second floor of the property and provide access to a landing, two further bedrooms and a bathroom.

(c) There is a flat roof section above the common stair. The ceiling and the upper walls of the common stair show clear signs that there has, in the past, been water ingress from the flat roof. In November 2013, the landlord instructed repairs to the flat roof. The walls and ceilings are now dry (and require redecoration). There is no sign of water ingress to the interior of the flatted dwelling-house.

(d) The property benefits from new double glazed windows throughout. All of the window units open and close properly. The double glazed seals on the window units are intact and have not been compromised. Each of the windows opens and provides ventilation. The windows throughout the property are all both wind and water tight.

(e) Around the window and on the ceiling in the kitchen of the property, there are signs of old mould staining. The mould has been removed. The entire interior of the property has been redecorated. Damp meter readings were taken. The damp meter readings indicate that the property is not affected by either rising or penetrating damp. The old mould staining seen in the kitchen of the property is most likely to have been caused by a lack of heating and poor ventilation, causing condensation.

(f) The bathroom in this property is situated immediately above the kitchen. It is possible that in the past, there has been water leakage from the bathroom which will have had an immediate impact on the ceiling of the kitchen. At the date of inspection, there was no evidence of current water leakage. The kitchen has a stainless steel sink with hot and cold water taps. Both taps work properly and water drains away properly.

(g) The bathroom has a three piece sanitary suite. There are hot and cold water taps serving the bath and the wash hand basin. All of the taps work properly and water drains away properly.

(h) After the tenant vacated the property, the landlord found that somebody had interfered with the electricity meter which is housed in a cupboard in the hall on the first floor of the property. On 4 July 2014, engineers from SSE (Scottish Hydro), on the instructions of the landlord replaced the electricity meter in the property.

(i) The property benefits from an electricity supply with a 13 amp circuit. There is a modern fuse board which benefits from circuit breakers.

- (j) There is no evidence of pest infestation in the property.

### **Reasons for the decision**

12 (a) Inspection of the property took place at 10am on 4 November 2014 on a clear, sunny, dry autumn morning. Neither the landlord nor the tenant was present. The landlord had left keys with a neighbouring business proprietor who provided committee members with access to the property. The property is empty and is not now tenanted. It is sparsely furnished. It was obvious to committee members that the property has been recently decorated. Committee members have sight of photographs (produced by the landlord) of the property after the termination of the tenancy. It is clear (from comparison of those photographs with the committee's observations of the interior of the property) that new double glazed window units have been installed throughout the property.

(b) Committee members were provided with a copy receipt for roofing works dated 8 and 9 November 2013, together with photographs of the flat roof area which covers the common passage and stair providing access to the property. The passage and common stair is dry. From the damage to decoration on the ceiling of the common stair, it is clear that there has been water ingress in the past. Committee members were able to look at the flat roof section from the top floor of the property and could see that felt has been replaced within the last 12 months and that the integrity of the flat roof is not compromised. There is now no leak into the common stair. Committee members could see that the walls and ceiling of the common stair are dry.

(c) The tenant complains that throughout the tenancy, the roof "...leaks into hallway and kitchen". There were no signs of water ingress anywhere in this property. The flat roof section does not cover the property itself; it only covers the common stair leading to the property. The kitchen is on the first floor of the property. On the second floor of the property and immediately above the kitchen, there is a bathroom. It is possible that water has, in the past, leaked from the bathroom into the kitchen. At the time of inspection, there was no leakage from the bathroom in to the kitchen.

(d) Committee members could see signs of historic mould close to the window in the kitchen. The surveyor member took damp meter readings. The damp meter readings were within the normal range. The walls and ceiling of the kitchen were found to be dry. The walls and ceiling of the hallway were also found to be dry. There was no evidence of water ingress to the hallway, nor were there signs of mould there.

(e) The tenant complains that there is mould around every window in the property and that the "*windows are not water tight. There is no ventilation in the house*". New double glazed units have been installed throughout the property. Each of the double glazed units is in perfect condition. The windows open and close. Opening the double glazed units provides ventilation to the property. The windows are wind and water tight.

(f) Committee members can see that the windows in the property at the time of inspection are not the windows portrayed in the photographs produced by the landlord on 17 September 2014. Given the age and pristine quality of the double glazed window units, the committee members come to the conclusion that entirely new double glazed units have been installed throughout the property. Committee members also come to the conclusion that the property is wind and water tight and that there is adequate ventilation throughout the house.

(g) The tenant complains about the electrical supply to the property. Committee members could see that the property is served by a 13 amp electrical system. Committee members have reliable evidence that the electricity meter has been replaced since the termination of tenancy in this case. Committee members examined the fuse board and could see no obvious fault in the fuse board.

(h) The tenant does not specify what defect there is in the electrical system, other than to say it is "...unstable". After inspection, committee members could not see that there was any fault within the electrical installation. Committee members can see that SSE were happy to install a new electricity meter in the property on 4 July 2014. Committee members are satisfied that there is no defect with the electrical installation.

(i) The tenant complains about the plumbing installation. Committee member turned taps on and off and found that there was a faultless supply of water with good flow; that the taps work and the water which flowed from the taps drained away without difficulty. There is no reliable evidence of a defect in the plumbing system.

(j) The tenant complains that slugs were present in the kitchen. Committee members looked at every part of the inside of this dwelling-house and inspected the outside, and could find no evidence of pest infestation.

(k) The tenant complains that the landlord refused to carry out repairs. The landlord complains that the tenant wilfully damaged the property. It is clear that works have recently been carried out to the property. It is, at least, implied that those works were carried out after the termination of the tenancy. The committee members consider matters at the date of inspection and on the date of inspection, the property is:

- (i) Wind and water tight and reasonably fit for human habitation;
- (ii) The structure and exterior of the house (including drains, gutters and external pipes) are in a good state of repair and in proper working order; and
- (iii) 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.

(l) The landlord has therefore complied with the repairing standards as set out in the 2006 Act. Committee members therefore draw the conclusion that there is no need for a Repairing Standard Enforcement Order in this case.

## **Decision**

13. The Committee accordingly determined that the Landlord has not failed to comply with the duty imposed by Section 14 (1)(b) of the Act.

## **Right of Appeal**

14. A landlord or tenant aggrieved by the decision of the Private Rented Housing 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, 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.

Signed  
Chairpe

**P Doyle**

Date 12 November 2014