

PRIVATE RENTED HOUSING PANEL

CASES DECIDED BY PRIVATE RENTED HOUSING COMMITTEE IN SCOTLAND January – March 2009

REFERENCE	ADDRESS	PREMISES	PREVIOUS RENT £	RO RENT Per annum £	RAC RENT per annum £	REMARKS	OBJECTOR
REGULATED TENANCIES							
Aberdeen							
RAC/AB12/665 11 February 2009	1 Auchlunies House, Auchlunies Estate, Blairs, Aberdeen	Living room, 3 bedrooms, kitchen, bathroom, study and store.	£4,400.00	£5,050.00	£4,920.00 (non-var services £720)	Semi-detached cottage with outbuilding in rural setting C.1900 with partial double glazing. Services: Garden and grounds maintenance and emptying the septic tank.	T
Blantyre							
RAC/G72/667 12 March 2009	1/1, 239 Glasgow Road, Blantyre, G72 0YS	2 double bedrooms, living room, kitchen and bathroom.	£2,850.00	£3,350.00	£3,900.00	Tenement flat C.1900 first floor with main door accessed from rear. With gas central heating.	L
Buckie							
RAC/AB56/670 12 February 2009	1 North Cottages, Braes of Enzie, Buckie, AB56 5ES	living room, 3 bedrooms, kitchen and bathroom.	£2,800.00	£3,240.00	£3,300.00	Semi-detached cottage in rural setting C.1900 with double glazing	T
Edinburgh							
RAC/EH11/657 9 December 2008	19/2, Downfield Place, Edinburgh, EH11 2EJ	4 rooms, kitchen, bathroom, and w.c	£3,780.13	£4,414.00	£4,414.00 (services less than 5%)	Modern tenement flat C. 1990 with gas central heating and double glazing. Services: communal electricity, stair cleaning, landscape maintenance and caretaking	T
RAC/EH7/656 21 January 2009	18 Hillside Street, Edinburgh, EH7 5HB	Entrance Hall, main hall, living room, dining kitchen, bathroom and separate w.c	£6,000.00	£6,720.00	£7,200.00	Main door tenement flat C.1900 with gas central heating.	L

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REGULATED TENANCIES							
Glasgow							
RAC/G12/662 29 January 2009	Basement, 168 Great George Street, Glasgow, G12 8AJ	3 rooms, kitchenette and bathroom.	£2,600.00	£3,300.00	£3,900.00	Traditional basement tenement flat C.1900 with gas central heating	L
RAC/G31/655	1/1, 114 Roslea Drive, Glasgow, G31 2RR	3 rooms, living kitchen and bathroom ventilated to common stair	£2,175.00	£2,575.00	£3,780.00	Traditional first floor tenement flat C.1900 with gas central heating.	L
RAC/G31/660 19 December 2008	1/1, 54 Scott Street, Glasgow, G3 6PR	2 rooms, living kitchen and bathroom	£2,330.00	£2,733.39	£3,780.00	Traditional first floor tenement flat C.1900	L
RAC/G11/668 12 March 2009	1/R, 12 Woodcroft Avenue, Glasgow, G11 7HX	1 double bedroom, living room, dining kitchen and very narrow bathroom	£3,100.00	£3,600.00	£4,800.00	1 st Floor tenement flat C1900. Flat is generally unimproved although rewired and new stainless steel sink (unfinished) in kitchen. No heating available other than the appliances provided by the tenant.	L
Paisley							
RAC/PA2/666	2/1, 122 Neilston Road, Paisley, PA2 6EW	Small single bedroom, living room with recessed kitchenette and bathroom.	£2,280.00	£2,644.00	£3,300.00	Tenement flat C.1900 on second floor. Partially double glazed to front only.	L

REFERENCE	ADDRESS	PREMISES	PRESENT RENT per annum £	PROPOSED NEW RENT per annum £	RAC RENT per annum £	REMARKS
STATUTORY ASSURED TENANCIES						
Fife						
RAC/KY12/A55 1 February 2009	Stables Cottage, Abbey House, Culross, Fife, KY12 8JB	Large dining kitchen, sitting room, double bedroom and bathroom with shower on the first floor, and downstairs a second bedroom with en suite w.c	£3,264.00	£4,800.00	£4,800.00	The cottage is a large detached dwelling set in substantial parkland and garden ground.

REFERENCE	ADDRESS	PREMISES	RENT £	RAC RENT £	REMARKS
SHORT ASSURED TENANCIES					
Edinburgh					
RAC/EH6/S44	89/3 Henderson Street, Edinburgh, EH6 6ED	Second floor tenement flat C.1900 with gas central heating comprising 3 rooms, kitchen and bathroom	£7,680.00	Non-determination	In this case the tenant could offer no evidence of comparable rents for similar properties, the landlord could give no basis for the Letting Agency advice and could not specify any properties with which comparisons could be made. Accordingly in the absence of any information about the quality of similar accommodation in the locality and in the absence of any evidence as to the level of rents that might be found in any such accommodation the Committee is unable to carry out the comparison exercise that the statute demands. Alternatively, using its own general knowledge of rental values within Edinburgh the rent charged by the landlord is within the accepted range and not significantly higher. Accordingly, on either analysis, the Committee is not permitted to make a determination under section 34(1) and does not do so. The Application is dismissed.

REFERENCE	ADDRESS	Repairing Standards applied under	Outcome	Details
REPAIRING STANDARD CASES				
prhp/KA5/56/08 16 February 2009	Boghead Bungalow, Catring, Mauchline. KA5 6NJ	13(1)(a-f)	Landlord Complied with duty	On the basis of the evidence available, the Committee was satisfied that the property now meets the requirements of section 13(1) of the Housing (Scotland) Act 2006. The Committee accordingly determined that the Landlords had complied with the duty imposed by Section 14(1)(b) of the 2006 Act and made no order.
prhp/FK9/61/08 12 December 2008	31 Chattan Avenue, Stirling, FK9 5RD	13(1)(b)	Landlord complied with duty	1. The Committee accordingly determined that the Landlords had complied with the duty imposed by Section 14(1)(b) of the said Act and resolved that it was unnecessary to make a Repairing Standard Enforcement Order. 2. The decision of the Committee is unanimous.
prhp/EH7/62/08 9 December 2008	6(1F2), Cadzow Place, Edinburgh, EH7 5SN	13(1)(a-c)	Landlord complied with duty	The issue to be determined is whether or not the landlord is in breach of his duty to repair and maintain the property in terms of S14 of the Housing (Scotland) Act 2006. The tenant considered the following work required to be carried out: the boiler flue needed to be sealed, an internal bedroom wall needed to be stripped dried and re-plastered, external pipework should be repaired to prevent further water ingress. The Committee inspected the property on the 9th December 2008. The committee surveyor confirmed from visual inspection that any work required had been carried out and accordingly the committee is satisfied there is no breach of the repairing standard.
prhp/AB16/77/08 10 February 2009	39 Cornhill Gardens, Sberdeen, AB16 5YH	13(1)(c&d)	Landlord complied with duty	Having considered all the evidence, the Committee found that the security intercom and the microwave were in working order by the day of the Committee's inspection. The boiler was functioning in that it was producing heat and hot water. These were the issues complained of by the tenant. Although the boiler had developed a leak, the Committee was satisfied that this was in consequence of the repairs that had been carried out and did not fall within the terms of this application. In any event, this was a minor problem which, the Committee accepted from Mr Fraser's evidence, was in the process of being rectified. The cooker hood/extractor fan was not in good working order at the time of the inspection but this problem has since been rectified. On the basis of the facts found and set out in paragraph 16 above the Committee was satisfied that the house under consideration does meet the repairing standard. The Committee therefore made no order.

REFERENCE	ADDRESS	Repairing Standards applied under	Outcome	Details
REPAIRING STANDARD CASES				
prhp/FK9/59/08	22 Ladysneuck Road, Stirling, FK9 5NF	13(1)(a-c,f)	Certificate of Completion	<p>[RSEO: In particular the Private Rented Housing Committee requires the landlord:-</p> <p>(1) To ensure the windows and backdoor are wind tight and without prejudice to the foregoing generality: - To replace broken panes in the front windows; to replace faulty cills at all windows; to renew faulty putty; to renew faulty mastic pointing at the windows and to renew the weather bar at the back door or to replace the back door to ensure that the door is wind tight. This work must be carried out within six weeks of the date hereof.</p> <p>(2) The Landlords shall install a hard-wired smoke alarm in the property. This will be installed within six weeks of the date hereof.]</p> <p>[RSEO variation: The steps which the Committee require the landlord to take in complying with the aforesaid Order are amended as follows :-</p> <p>Section (1) of the aforesaid Order is varied as follows:- The landlord is required to install double glazed window units in the property such units to be so installed by 23rd January 2009.]</p> <p>[Certificate of Completion: The Private Rented Housing Committee hereby certifies that the work required by the Repairing Standard Enforcement Order and the Variation Order relative to the Property (said Variation Order dated 19th December 2008) has been completed. Accordingly, the said Repairing Standard Enforcement Order and subsequent Variation Order relative to the property have been discharged.]</p>

REFERENCE	ADDRESS	Repairing Standards applied under	Outcome	Details
REPAIRING STANDARD CASES				
prhp/DD2/87/08 28 January 2009	18b Taylor's Lane, Dundee, DD2 1AQ	13(1)(d)	Landlord Complied with duty	The Committee determined (a) that notwithstanding the date stated on the Tenant's application form to the Panel, the actual submission of the application did not take place until a date after the Tenant had ceased to be a tenant of the Property. Accordingly, the Tenant lacked sufficient locus standi to submit and pursue the application before the Committee; (b) the Committee further determined that even had the Tenant had sufficient locus standi to pursue the application before the Committee, the Landlord had not failed to comply with the duty imposed by Section 14(1)(b) of the Act.
prhp/G3/104/08 9 March 2009	1/1, 50 Carfrae Street, Glasgow, G3 8SS	13(1)(b&c)	Landlord complied with duty	The Committee finds:- <ul style="list-style-type: none"> • The defects to the Boiler and the Dishwasher have been repaired. • There is flaking paintwork to an area of the bathroom wall above the bath. The flaking paintwork has not resulted in dampness to the structure of the wall. The defective paintwork is not a breach of the Repairing Standard as defined in Section 13(1) of the Housing (Scotland) Act 2006. The defective paintwork did not result in the Property being unfit for human habitation (Section 13(1)(a). Further the defective paintwork did not fall within the definition of 'Structure and Exterior' or 'fixtures', fittings and appliances' and therefore did not fall within the obligations contained within sections 13(1)(b) or (d). The Committee accordingly determined that the Landlord had not failed to comply with the duty imposed by Section 14 (1)(b) of the Act.