

**Housing and Property Chamber**  
**First-tier Tribunal for Scotland**

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**First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal")**

**STATEMENT OF DECISION OF THE TRIBUNAL  
UNDER SECTION 24(1)  
OF THE HOUSING (SCOTLAND) ACT 2006**

**In connection with**

**25 Belmont Street, Newtyle PH12 8UE ("the House")**

**The Parties:**

**Eve-Lynn Mitchell, 25 Belmont Street, Newtyle PH12 8UE ("the Tenant")**

**SGL Investment 2 Ltd (Company Number SC597184), Top Floor, India Buildings,  
86 Bell Street, Dundee DD1 1HN ("the Landlord")**

**Reference number: FTS/HPC/RP/23/4216**

**DECISION**

The Tribunal, 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 "the Act") in relation to the House, and taking account of the evidence led at the inspection and hearing and of the written documentation attached to the application, determined that the Landlord had failed to comply with the duty imposed by section 14(1)(b) of the Act.

## Background

By application dated 24 January 2024 (hereinafter referred to as "the Application"), the Tenant applied to the Tribunal 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 paragraphs of section 13(1) of the Act:

*"(a) the house is wind and water tight and in all other respects reasonably fit for human habitation*

*(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*

*(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...*

*...(h) the house does not meet the tolerable standard."*

The Tenant complained about the ingress of water from the roof.

By letter of 21 February 2024, the President of the Tribunal intimated a decision to refer the application under section 23(1) of the Act for determination.

The Tribunal comprised the following members:

John McHugh, Chairperson  
David Godfrey, Ordinary (Surveyor) Member.

The Tribunal served Notice of Referral in terms of Paragraph 1 of Schedule 2 to the Act upon the Landlord and the Third Party.

The Tribunal inspected the House on 12 April 2024. The Tenant was present. The Landlord was neither present nor represented.

Following the inspection, the Tribunal held a hearing on the same day at Endeavour House, Dundee. The Tenant was neither present nor represented having, after discussion with the Tribunal members, indicated at the inspection that she would likely not attend. The Landlord was represented by its letting agent, Aimi Lewis of Belvoir Lettings. The Tribunal considered the written evidence submitted by the Tenant and the parties' submissions.

## **Submissions at the Hearing**

The Tribunal advised the Landlord's representative that it appeared obvious from the inspection that the condition of the roof of the House was such as to breach the repairing standard. The Landlord's representative agreed. She explained that the Landlord had commissioned one roofer's report and had been trying to obtain a second. It had been difficult to find available roofers.

The Landlord appreciated the need for urgent action. The Landlord owns all the properties in the building having acquired it from the previous owner and original landlord in late 2022. The Landlord now intended to offer the Tenant a temporary or possibly permanent move into one of the others.

## **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 Tribunal confined its inspection to the items of complaint detailed within the Application.

The Tribunal made the following findings in fact:

- 1 The House is a top floor flat in a block of four.
- 2 The tenant occupies the House under a Private Residential Tenancy Agreement dated 21 June and 10 August 2022 with Appletree (Scotland) Ltd.
- 3 She had occupied the House for some years prior to that tenancy agreement.
- 4 The Landlord is the registered owner of the House having acquired it from Appletree (Scotland) Ltd on 12 August 2022.
- 5 The provisions of Chapter 4 of Part I of the Act apply to the tenancy.
- 6 The Tenant notified the Landlord's representative of the defects in the House which are now the subject of the Application by emails including one on 23 November 2023.
- 7 The inspection on 12 April 2024 revealed:
  - a. There is evidence of water ingress from the roof into the living room/bedroom and kitchen.

- b. There is evidence of historic and current water ingress. The kitchen and living room/bedroom require re-plastering and re-decoration.
- c. High damp readings were found in the living room. The walls are stained.
- d. The House is not able to be used as intended.
- e. The ridge of the roof has slipped. There is a noticeable sag in the slate roof above the House.
- f. Mould is present in the bathroom.
- g. The whole building is in a poor state of repair.

A schedule of photographs taken at the inspection has been provided to the parties.

## **Reasons for the Decision**

There is evidence of significant water ingress into the House, likely caused by the poor condition of the roof.

### The Repairing Standard

The Tribunal considers that the condition of the roof represents a breach of the repairing standard. Accordingly, a Repairing Standard Enforcement Order should be made. Having regard to the severe impact upon the Tenant and the fact that the defects have been the subject of reports to the Landlord for a considerable time, the Tribunal have allowed 31 days for the repairs to be carried out.

## **Observations**

The building in which the House is located is in poor repair. The condition of the roof has caused a very significant loss of enjoyment of the use of the House by the Tenant. It is to be hoped that the repairs will be completed quickly or that another solution will be identified without delay. If repairs are not found to have been completed on re-inspection, then the Tribunal is likely to impose a Rent Relief Order at a high level.

## **Decision**

The Tribunal, considering the terms of section 13(3) of the Act, determined that the Landlord had failed to comply with the duty imposed by section 14(1)(b) of the Act.

The decision of the Tribunal was unanimous.

## **Right of Appeal**

**A landlord, tenant or third party applicant aggrieved by the decision of the tribunal may seek permission to appeal from the First-tier Tribunal on a point of law only within 30 days of the date the decision was sent to them.**

## **Effect of Section 63 of the 2006 Act**

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.

J McHugh

John M McHugh  
Chairperson

Date: 15 April 2024

# Housing and Property Chamber

## First-tier Tribunal for Scotland



### Pre-hearing inspection summary and schedule of photographs



**Property:** 25 BELMONT STREET, NEWTYLE, PERTHSHIRE PH12 8UE

**Ref No:** FTS/HPC/RP/23/4216

**Tribunal members:** Mr J McHugh & Mr D Godfrey

#### **Purpose of inspection**

The purpose of the inspection is to prepare a photographic record of the condition of the property, specifically as it relates to the items raised in the application and subsequent correspondence and any issues arising there from.

#### **Access**

The above Tribunal Members attended the property at 10:00 on 12th April 2024.

Access to the property was provided by the Tenant, Miss Eve-Lynn Mitchell.

The Landlord, SGL Investment 2 Ltd was neither present nor represented.

David Godfrey MRICS  
Ordinary (Surveyor) Member  
First-tier Tribunal for Scotland  
12/04/2024

Appendix 1

Schedule of photographs taken during the inspection on 12/04/2024.



Front elevation of roof showing slipped/uneven slates



Rear elevation of roof showing slipped/uneven slates and damaged ridge flashing



Damp staining on Kitchen ceiling/upper wall (1)



Damp staining on Kitchen ceiling/upper wall (2)



Damp staining on Kitchen ceiling/upper wall (3)



Damp staining on Living/Bedroom ceiling/upper wall (1)



Damp staining on Living/Bedroom ceiling/upper wall (2)



Damp staining on Living/Bedroom ceiling/upper wall (3)