

# Housing and Property Chamber First-tier Tribunal for Scotland



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

**STATEMENT OF DECISION: Housing (Scotland) Act 2006 Section 24 (1)**

**Chamber Ref: FTS/HPC/RP/24/5812**

**Title No: ANG79497**

**21 Rossie Woods, Montrose DD10 9TS ("The Property")**

## **The Parties:-**

**Miss Laura Rankin, 21 Rossie Woods, Montrose DD10 9TS ("the tenant")**

**Rossie Young People's Trust (company registered number SC157602),  
Rossie School, Montrose DD10 9TW, as Trustee for Rossie Secure  
Accommodation Services, Charity number SC019969 ("the landlord")**

**Tribunal Members: Richard Mill (Legal Member) and David Godfrey  
(Ordinary Member)**

## **Decision**

The property does not meet the repairing standard. The landlord has not complied with the duty imposed by section 14(1) of the Housing (Scotland) Act 2006. A Repairing Standard Enforcement Order is necessary.

## **Background**

1. The tenant applied to the tribunal for a determination of whether the landlord has failed to comply with the duties imposed by section 14(1) of the Act in respect of the property.
2. In the written application the tenant stated that the landlord has failed to comply with their duty to ensure that the property meets the repairing standard according to section 13(1)(b), (c) and (d), which set out the following obligations:-

- whether 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.
- whether the installations in the house for the supply of water, gas and electricity and for sanitation, space heating or heating water are in a reasonable state of repair and in proper working order.
- whether any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order.

### **Inspection**

3. The tribunal inspected the property on 6 February 2025 at 10.00 am. The tenant permitted entry to the tribunal members. Mr Martin Brown of Rossie Young People's Trust attended at the property but chose not to enter the property or participate in the inspection process.

### **Hearing**

4. Following the inspection of the property, the tribunal convened a hearing at 11.45 am on 6 February 2025 at Endeavour House, 1 Greenmarket, Dundee DD1 4QB. The tenant and Mr Brown of Rossie Young People's Trust both attended the hearing.

### **Summary of Issues**

5. The issues to be determined by the tribunal are whether or not the property meets the repairing standard to the extent put at issue within the application, as at the date of the hearing. Several repair issues were referenced within the paperwork lodged by the tenant. However, she confirmed, both at the inspection and the hearing, that the only formal matter which formed the substance of the intimated repair complaints to the landlord were those which relate to the condition of the bathroom and her complaint about the leaks therein.

### **Findings in Fact**

6. The tribunal makes the following findings in fact (as at 6 February 2025):
  - a. The title to the subjects known as 21 Rossie Woods, Montrose DD10 9TS is held by the landlord in the Land Register for Angus with reference ANG79497.
  - b. The property is a detached rural bungalow which was built in the 1930s. The property is comprised of a hallway, living room, kitchen, three bedrooms and bathroom.

- c. The bathroom has a bath with an electric shower above. The seal around the bath is perished, loose and mouldy. It is not watertight. There is evidence of an ongoing leak from the bath waste drain/pipe. Flooring around the bath area has become compromised and hardboard sheeting has been placed over the original floorboards.
  - d. The pullcord to operate the light in the bathroom is defective.
  - e. There is provision for the detection of smoke and heat in the property. At the time of the tribunal's inspection the tenant had removed the heat detector unit in the kitchen and the carbon monoxide detector unit in the kitchen.
7. Reference is made to the schedule of photographs taken at the time of the tribunal's inspection which are attached to this decision.

### **Reasons for Decision**

8. The tribunal determined the application having regard to the bundle of papers which were made available, together with their observations at the inspection and submissions noted at the hearing. The documents comprised the original application together with the lengthy written submissions lodged by the landlord under cover of email dated 30 January 2025. Reference is made to the tribunal's findings in fact and the corresponding schedule of photographs.
9. The tribunal is only able to consider the complaints which formed part of the intimated application and had an obligation to consider the complaints as at the date of the inspection and hearing on 6 February 2025. As earlier referenced, the tenant confirmed that the only repair issue raised in the application relates to the condition of the bathroom.
10. The tribunal was satisfied having regard to all of the available evidence that there was sufficient information and material with which to reach a fair determination of the reference.
11. Both parties accepted at the hearing the findings of the tribunal relative to their inspection. Mr Brown accepted on behalf of the landlord that the condition of the bathroom was substandard and, further, that there were active leaks.
12. It is evidenced in terms of email communications between the parties that from at least September 2020 the active leaks in the bathroom have been known to the landlord. No reasonable or adequate explanation has been given by the landlord for failure to remedy the source of leaks in the bathroom since then. 4½ years have past.

13. It is recognised that there have been other repair issues identified at the property. Mr Brown explained that it is the wish of the landlord to carry out more extensive works. This includes the investigation of possible damp affecting the kitchen in the property, as well as replacement of the external drainage system. It was his position, on behalf of the landlord, that no work should be carried out until such time as all of this work can be undertaken together and that this can only be done once the property is vacant. A Notice to Leave has been served on the tenant.
14. The tribunal did not identify that obvious repair issues were required to the kitchen in the property at the time of their inspection. Any external drainage work required due to frequent blockages can be undertaken without interference of the tenant's enjoyment of the property. The tribunal found that there is no justification for delay to the obvious repair works required in the bathroom to prevent ongoing leaks. No reasonable landlord or other property owner would delay the works required in the bathroom to prevent further potential damage. The ongoing leaks and current condition of the property means that it does not meet the repairing standard. It was not argued on behalf of the landlord that it does. The tenant confirmed that she would accommodate the necessary urgent works to the bathroom to prevent further leaks and to ensure the property meets the repairing standard. She should immediately replace the heat alarm and carbon monoxide alarm in the kitchen.
15. The tribunal determined to make a Repairing Standard Enforcement Order (RSEO). This is necessary due to the previous delay on the part of the landlord. The tribunal determined that the landlord be provided with a period of 4 weeks to carry out these works which is reasonable given the nature and extent of the works. There will now be serious legal consequences if the landlord fails to comply with the tribunal.

### **Decision**

16. The tribunal, having made enquiries for the purposes of determining whether the landlord has complied with the duty imposed by Section 14(1) of the Housing (Scotland) Act 2006 ("the Act") in relation to the property, determined that the landlord has failed to comply with their duty imposed by Section 14(1)(b) of the Act in respect that the property does not meet the repairing standard.

### **Right of Appeal**

17. In terms of section 46 of the Tribunals (Scotland) Act 2014, a party aggrieved by the decision of the tribunal may appeal to the Upper Tribunal for Scotland on a point of law only. Before an appeal can be made to the Upper Tribunal, the party must first seek permission to

appeal from the First-tier Tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.

18. Where such an appeal is made, the effect of the decision and of any order is suspended until the appeal is abandoned or finally determined by the Upper Tribunal, and where the appeal is abandoned or finally determined by upholding the decision, the decision and any order will be treated as having effect from the day on which the appeal is abandoned or so determined.

In witness whereof these presents type written on this and the preceding pages are executed by Richard George Mill, solicitor, 69-71 Dalry Road, Edinburgh EH11 2AA, legal member of the tribunal at Edinburgh on 13 February 2025 before this witness:-

**R Mill**

Legal Member

**C McNaught**

Witness

Cathy McNaught Name

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