

# **Housing and Property Chamber**

## **First-tier Tribunal for Scotland**

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### **Statement of Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber)**

(Hereinafter referred to as “the tribunal”)

Under Section 24(1) of the Housing (Scotland) Act 2006 (“the Act”)

**Case Reference Number: FTS/HPC/RP/24/5360**

**Re: 13/2 Constitution Place, Edinburgh, EH6 7DJ (“the house”)**

**Miss Casey Simpson and Miss Aneta Kaczor, 13/2 Constitution Place, Edinburgh, EH6 7DJ (“The Tenants”)**

**Mr Julian Skinner, 13b Grange Road, Edinburgh, EH9 1UQ (“The Landlord”)**

**Tribunal Members – Sarah O'Neill (Legal Member) and Greig Adams (Ordinary (Surveyor) Member)**

**Land Register Title No: MID126595**

### **Decision**

The tribunal, having made such enquiries as it saw fit for the purposes of determining whether the landlord has complied with the duty imposed on him by Section 14 (1) (b) of the Housing (Scotland) Act 2006 (“the Act”) in relation to the house, and taking account of all the available evidence, determines that the landlord has not failed to comply with the said duty. The tribunal’s decision is unanimous.

### **Background**

1. By application received on 19 November 2024, the tenants applied to the tribunal for a determination that the landlord had failed to comply with his duty under Section 14(1) of the Act.
2. In their application, the tenants stated that they believed the landlord had failed to comply with his duty to ensure that the house met the repairing

standard as set out in section 13(1) (c) and (h) of the Act. Their application stated that the landlord had failed to ensure that:

1. 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.
2. the property meets the tolerable standard in the following respects:
  - 3) it has satisfactory provision for natural and artificial lighting, for ventilation and for heating
  - 8) it has a sink provided with a satisfactory supply of both hot and cold water within the house
  - 10) it has a fixed bath or shower and a wash-hand basin, each provided with a satisfactory supply of both hot and cold water and suitably located within the house
3. The tenants complained in their application form that there had been no heating and hot water in the property since 5 November 2024. They stated that a gas engineer had attended on 6 November 2024 and had advised that a replacement boiler was needed.
4. Following a request from the tribunal administration, the tenants submitted an amended application which included the landlord's address on 22 December 2024.
5. On 30 January 2025, a notice of acceptance of the application was issued by a Convener with delegated powers of the Chamber President. An inspection and hearing were arranged for 12 June 2025.
6. The parties were invited to submit written representations no later than 3 May 2025. No written representations were received from either party before that date.
7. On 12 May 2025, the tribunal issued a direction to the landlord, requiring him to provide by 5 June 2025 an up to date gas safety certificate in respect of the house by a Gas Safe registered engineer, showing that all gas installations and appliances, including the boiler and water heating system, within the house, had been checked and were working safely.
8. A response to the direction was received from Southside Property Management on 15 May 2025. An email was received from the landlord on 4 June 2025 confirming that he wished to appoint Southside Property Management as his representative in relation to the application.

## **The inspection**

9. The tribunal inspected the house on the morning of 12 June 2025. The weather conditions at the time of the tribunal's inspection were cold and dry. One of the tenants, Miss Kaczor, provided access to the tribunal for the inspection. She informed the tribunal that the other tenant, Miss Simpson, had moved out of the house several months ago. Another tenant had now taken her place.
10. Photographs were taken during the inspection. These are attached as a schedule to this decision.

## **The house**

11. The house is a ground floor flat in a four-storey modern block of flats which is around 20 years old.

## **The hearing**

12. Following the inspection, the tribunal held a hearing at George House, 126 George Street, Edinburgh EH2 4HH. The landlord was present at the hearing and represented himself. The remaining tenant, Miss Kaczor, was not present at the hearing. She had told the tribunal at the inspection that she did not intend to attend the hearing. The landlord confirmed that Miss Simpson was no longer a tenant of the house. She was therefore no longer to be treated as a party to the application.
13. The tribunal was satisfied that the requirements of rule 24 (1) of Schedule 1 to the First-tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 ('the 2017 rules') regarding the giving of reasonable notice of the date, time and place of a hearing had been duly complied with. The tribunal therefore proceeded with the hearing in the absence of Miss Kaczor, in terms of rule 29 of the 2017 rules.
14. The landlord told the tribunal that a new boiler had been installed in the house on 26 November 2025. During the hearing, he emailed to the tribunal an invoice from Smart Gas Solutions addressed to Southside Property Management dated 27 November 2024 for supplying and installing the boiler.
15. With regard to the kitchen tap issue raised by Miss Kaczor at the inspection, he said that he did not know whether this was related to the original complaint in the tenants' application. He had not expected this issue to be considered at the hearing, as it was not raised in the tenants' application.
16. He said that he first been made aware of the issue in around April 2025. The matter was being attended to, but it was unclear what the cause of it was. Southside Property Management had sent a plumber to the house. They had

suggested that replacing the kitchen tap may resolve the issue, but that this was not certain. The landlord had then spoken to his own plumber, whose opinion was that an airlock in the system was the more likely cause. His plumber was not available to attend to the matter, however, and the current situation is that he has asked Southside Property Management to find another plumber to resolve the matter.

### **The evidence**

17. The evidence before the tribunal consisted of:

- The application form submitted by the tenants.
- Copy tenancy agreement between the parties in respect of the house which commenced on 1 March 2024.
- Copy email correspondence between Miss Kaczor and Southside Property Management dated between 4 and 18 November 2024 regarding the required repairs.
- Registers Direct copy of Land Register title MID126595.
- Scottish Landlord Register registration details for the house.
- The tribunal's inspection of the house.
- The landlord's oral evidence at the hearing.
- Gas safety certificate in respect of the house produced by Coolflame Heating (SCOT) Ltd dated 4 February 2025.
- Invoice from Smart Gas Solutions addressed to Southside Property Management dated 27 November 2024 for supplying and installing a new boiler in the house.

### **Summary of the issues**

18. The issue to be determined was whether the house meets the repairing standard as set out in Section 13 of the Act, and whether the landlord has complied with the duty imposed by section 14 (1) (b).

### **Findings in fact**

19. The house is owned by the landlord.

20. The landlord is the registered landlord for the house.

21. The parties entered into a tenancy agreement for the house which commenced on 1 March 2024.

22. Southside Property Management manages the letting of the house on behalf of the landlord.

23. The tenants notified Southside Property Management that the boiler and hot water were not operational on 4 November 2024.
24. At its inspection, the tribunal carefully checked the items which were the subject of the complaint. The tribunal observed that a new boiler had recently been installed within the house. Ms Kazcor confirmed that the hot water and central heating were now operational. She told the tribunal that there had been a problem in more recent months which she thought may be related to the boiler. When the bathroom sink taps were turned on, this caused the kitchen tap to make noises and start running. When the bathroom sink taps were turned on, the tribunal observed that the kitchen tap started running and made a spluttering noise.
25. The new boiler was installed on 26 November 2024.
26. The boiler was found to be satisfactory and safe to use by a Gas Safe registered engineer on 4 February 2025.

### **Reasons for decision**

27. In making its decision, the tribunal carefully considered all of the evidence before it. In doing so, it applied the civil burden of proof, which is the balance of probabilities.
28. At its inspection the tribunal observed that a new boiler had recently been installed within the house. Ms Kaczor confirmed that the central heating was now working.
29. The tribunal therefore determines that at the time of its inspection, the boiler, heating and hot water systems were in a reasonable state of repair and in proper working order.
30. With regard to the issue with the kitchen tap, the tribunal noted that this had not been raised by the tenants until some months after the boiler was replaced. It therefore determined that this issue was not directly related to the complaint in the tenants' application regarding the lack of heating and hot water. It did not therefore consider the matter further, as it was not part of the tenants' application.

### **Observation by the tribunal**

31. The tribunal does note, however, that based on its observations at the inspection, there does currently appear to be an issue with the bathroom and kitchen taps which may give rise to a potential breach of the repairing

standard duty. It would therefore be in the interest of both the landlord and the current tenants to ensure that this is addressed as soon as possible.

### **Summary of decision**

32. On the basis of all the evidence before it, the tribunal determines that the landlord has not failed to comply with the duty imposed by section 14(1) (b) of the Act.

### **Rights of Appeal**

33. 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.
34. 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.

Date: 16 June 2025

Sarah O'Neill, Chairperson