



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

Statement of Decision: Housing (Scotland) Act 2006 Section 26

Chamber Ref: FTS/HPC/RP/23/3535

95 Chapelhill Mount, Ardrossan, KA22 7LZ (“the Property”)

Parties:

Angus MacKenzie, formerly residing at 95 Chapelhill Mount, Ardrossan, KA22 7LZ (“the former Tenant”)

Its Property Limited, 64 High Street, Princes Risborough, HP27 0AX (“the Landlord”)

Tribunal Members:

Josephine Bonnar (Legal Member) and Donald Wooley (Ordinary Member)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) having made such enquiries as it saw fit for the purposes of determining whether the Landlord has complied with the Repairing Standard Enforcement order (“RSEO”) dated 21 July 2024, determined that the Landlord has failed to comply with the RSEO.

Background

1. The former Tenant applied to the Tribunal in terms of Section 22 of the Housing (Scotland) Act 2006. He stated that the Landlord has failed to meet the repairing standard in relation to the property. On 7 November 2023, the Tenant notified the Tribunal that the tenancy had ended. On 9 November 2023, a Legal Member of the Tribunal with delegated powers of the President determined that the application should proceed to a determination in terms of Schedule 2 Paragraph 7(2) of the 2006 Act and referred the application to a Tribunal.
2. On 19 December 2023, the Landlord was notified that the Tribunal would inspect the property on 12 February 2024 at 10am and that a hearing would take place at Ardeer Community Centre, Ardrossan at 11.45 am. The Tribunal attended at the property on 12 February 2024 at 10am. Access was not

provided, and the Landlord did not attend the hearing.

3. The Landlord was notified that the Tribunal had not been able to carry out the inspection. The Landlord responded, apologised for the failure to provide access and stated that he wished to provide information to the Tribunal. The Landlord was notified that an inspection would take place on 10 July 2024 at 10am and a hearing would take place at Ardeer Community Centre at 11.45am. The director of the Landlord notified the Tribunal that a contractor would provide access to the property but requested that he be allowed to participate in the hearing remotely as he lives in England and was unwell. The hearing was converted to a teleconference hearing.
4. The Tribunal attended the property on 10 July 2024 at 10am. Access was provided by a contractor, Larry Ward. The hearing took place at 11.45am. The Landlord's director, Mr Cox, participated.
5. Following the inspection and hearing the Tribunal determined that the property did not meet the repairing standard. A written decision and repairing standard enforcement order ("RSEO") were issued. In terms of the RSEO the Landlord is required:- (i) To carry out all necessary repairs to the porch flat roof, flashing and all rainwater goods at the property to ensure that they free from vegetation, in a reasonable state of repair and proper working order; (ii) To carry out all necessary repairs to ensure that the property is free from water ingress, damp and mould; (iii) To repair or replace the rotten roof timber and plasterboard ceiling in the porch and provide the Tribunal with evidence that this has been done, such as a report or receipted invoice from the contractor who carries out the work; and (iv) Remove the mould from the rear bedroom window and treat the window frame with a fungicidal solution, all within ten weeks of the RSEO being issued.
6. The Landlord was notified that the Tribunal would re-inspect the property on 27 January 2025 at 10.30 am and that a hearing by telephone conference call would take place on the same date at 2pm. The Tribunal attended at 10.30am. Access was again provided by Mr Ward. The hearing took place at 2pm and Mr Cox participated.
7. Following the hearing, the Tribunal determined that the RSEO should be varied by extending the time for completion of the work to 14 April 2025. A written decision with statement of reasons was issued to the Landlord.
8. A further re-inspection took place on 10 June 2025. Access was again provided by Mr Ward.

The Reinspection

9. The Tribunal noted the following: -
 - (a) The eaves gutter at the front porch is at the wrong angle and flashing above the porch is poorly dressed/secured.

- (b) The downpipe connected to the porch gutter continues to expel rainwater on to the ground and not into a storm drain or suitable soakaway. There is significant vegetation around the base of the downpipe.
 - (c) The porch ceiling below the flat roof projection has been renewed with a new pvc based/coated replacement. No evidence of water ingress was noted.
 - (d) Vegetation previously noted in the rear gutter has been removed.
 - (e) Dampness was evident at skirting level in the entrance porch and in the external wall of the entrance hall.
 - (f) Condensation and mould surrounding the rear bedroom window has been removed.
 - (g) Significant levels of damp were noted on the front bedroom wall. Areas of plaster are cracked, badly bossed and missing
10. A copy of the re-inspection report including comparative photographs taken on the 27 January and 10 June 2025 was issued to the Landlord, but no response or representations were received.

Findings in Fact

- 11. The entry porch, hall and front bedroom at the property are affected by water ingress and dampness.
- 12. The ceiling in the porch has been repaired.
- 13. The porch gutter is at the wrong angle.
- 14. The flashing above the porch roof is poorly dressed/secured.
- 15. The downpipe connected to the porch gutter expels rainwater onto the ground.
- 16. The gutter at the rear of the property is no longer choked with vegetation.
- 17. The rear bedroom window and surrounding wall are no longer affected by mould or condensation.

Reasons for Decision

- 18. The Landlord was provided with a copy of the re-inspection report and given the opportunity to provide comments or representations in relation to it. They did not respond

Part 1 of the RSEO - To carry out all necessary repairs to the porch flat roof, flashing and all rainwater goods at the property to ensure that they free from vegetation, in a reasonable state of repair and proper working order.

19. During both re-inspections, the Tribunal noted that the gutters at the rear of the property appeared to be free of vegetation. However, the eaves gutter at the front porch remains at the wrong angle and the flashing above the porch roof remains poorly dressed/secured. In addition, the downpipe connected to the porch gutter continues to expel rainwater on to the ground rather than any storm drain or suitable soakaway.

20. The Tribunal is therefore satisfied that the Landlord has failed to comply with Part 1 of the RSEO.

Part 2 of the RSEO - To carry out all necessary repairs to ensure that the property is free from water ingress, damp and mould.

21. The Tribunal noted during the second re-inspection that there is still evidence of dampness at the skirting level in the entry porch and the external wall of the entrance hall. There are also significant levels of damp on the front bedroom wall with areas of plaster which are cracked, badly bossed and missing in places.

22. The Tribunal is therefore satisfied that the Landlord has failed to comply with part 2 of the RSEO.

Part 3 of the RSEO – To repair or replace the rotten timber and plasterboard ceiling in the porch and provide the Tribunal with evidence that this has been done such as a report or receipted invoice from the contractor who carried out the work.

23. It was noted during the second re-inspection that the porch ceiling panel immediately below the flat roof projection has been renewed with a new pvc based/coated replacement. There is no evidence of water ingress at this area. Although the Landlord has not produced a report or receipted invoice, the Tribunal is satisfied that the required work has been carried out and that the Landlord has complied with Part 3 of the RSEO.

Part 4 of the RSEO – Remove the mould from the rear bedroom and treat the window frame with a fungicidal solution

24. During the second re-inspection, the Tribunal noted that the condensation and mould staining around the rear bedroom window, which were evident during

both the initial inspection and previous re-inspection, are no longer evident. Although it is not clear whether the area has been treated with a fungicidal solution, the Tribunal is satisfied that some remedial work has been carried out which appears to have addressed the issue. The Tribunal is satisfied that the Landlord has complied with Part 4 of the RSEO.

Decision

25. The Tribunal determined that the Landlord has failed to comply with the RSEO issued by the Tribunal.
26. As the tenant has vacated the property, the Tribunal did not make a Rent Relief Order in terms of Section 27 of the 2006 Act
27. The decision of the Tribunal is unanimous

Right of Appeal

A Landlord, Tenant or Third-party applicant 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.

In terms of Section 63 of the Act, 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.

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Josephine Bonnar

Josephine Bonnar, Legal Member:

14 July 2025