

Housing and Property Chamber
First-tier Tribunal for Scotland



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**

Case Reference FTS/HPC/RP/24/2003

**10 Thornyflat Place, Ayr, KA8 0NE being the subjects registered in the Land
Register of Scotland under Title Number AYR8419 ("the Property")**

Parties:

**Miss Lauren Howarth, formerly residing at 10 Thornyflat Place, Ayr, KA8 0NE
("The Tenant and Applicant")**

**Mr Paul Chable residing at 56 Mill Lane, High Ongar, Essex ("The Landlord and
Respondent")**

Tribunal Members:

**Melanie Barbour (Legal Member) and Lorraine Charles (Ordinary Member -
Surveyor)**

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 had complied with the duty imposed by
Section 14 (1) (b) of the Housing (Scotland) Act 2006 ("the Act") in relation to
the Property determined that the Landlord has failed to comply with the duty
imposed by Section 14 (1) (b) of the Act and has determined to make a Repairing
Standard Enforcement Order ("RSEO"). The decision is unanimous.**

BACKGROUND

1. By application received on 30 April 2024 (hereinafter referred to as "the
Application") the Tenant applied to the Tribunal for determination as to whether

the landlord had failed to comply with the duties imposed by section 14 (1) of the Housing (Scotland) Act 2006.

2. The application stated that the Tenant considered that the landlord had failed to comply with the duty to ensure that the property meets the repairing standard, and that the landlord had failed to ensure compliance with Section 13 (1) (a) and (c) of the 2006 Act.
3. The tenant attached various documents in their application:-
 - a. Timeline of communication with landlord's agent
 - b. Covering letter
 - c. Copy emails to environmental health
 - d. Copy emails to the landlord's letting agent
 - e. Copy photographs of the property
4. The tenant moved out of the property on 28 July 2024 a legal member of the tribunal noted that the tenant is to be treated as having withdrawn the application under section 22 (1) of the Act. The legal member then considered the application and whether the application should be determined or, whether it should be abandoned in terms of schedule 2 paragraph 7 (2) of the Act. On 27 August 2024 the legal member determined that as the application discloses matters which could involve health and safety issues for future tenants then, accordingly, the legal member decided to continue to determine the application.
5. The tenant believed that the landlord had not complied with the following matters namely,
 - a. That the house is not wind and watertight and in all other respects reasonably fit for human habitation; and
 - b. That 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 good working order.

More particularly, that the landlord had failed to attempt repairs to the draughty and rusty front door; and failed to repair the leaks in the bathroom; and failed to repair damage caused by leaks.

6. The tenant considered that the nature of the works which needed to be done were: replacement bathroom flooring due to ongoing water leak under flooring; floorboards are damaged and mouldy; mushrooms appearing regularly; skirting boards warped from water damage; there is a water leak under the toilet with damp patches showing on the kitchen ceiling and on the wall there is paint cracking and peeling; bathroom smells bad due to old dirty water absorbed into floors and mould growing underneath; front door is extremely draughty and weathered, there are currently large rusted patches on the door exterior which are now starting to crumble.
7. The application was accepted by the Chamber President and was referred to this Tribunal for consideration on 27 August 2024.
8. The tribunal intimated to all parties that they would inspect the property on 19 February 2025 at 10:00 AM. Parties were advised that an in-person hearing would take place on the same date.
9. On 19 February 2025, no party was in attendance at the property inspection. No party attended the hearing.
10. The application was referred to a further inspection and hearing on 30 July 2025, taking place at 11.00 am and then 11.45 am. The landlord was not in attendance but had arranged for a neighbour to provide the tribunal members with entry to the property. The neighbour accompanied the tribunal members during the inspection. No other party was in attendance.

PROPERTY INSPECTION

11. The tribunal inspected the property on 30 July 2025. The tribunal took photographs during the inspection, and reference is made to the Photograph Schedule attached.
12. The property comprises a two-storey semi-detached property, around 20 years of age. The property is mainly of traditional brick construction under a pitched tiled roof. The accommodation comprises a living/dining room, kitchen and cloakroom; and on the upper floor, three bedrooms and a bathroom.
13. The tribunal considered the following matters during the inspection:-
 - a. The bathroom flooring being damaged and mouldy: it appeared that a new bathroom suite and new flooring had been fitted, and the damaged flooring had been replaced. There was new vinyl flooring evident.
 - b. Fungal contamination (mushrooms): There was no evidence of any fungal contamination. It appeared that the bathroom suite had been replaced and was in good condition.
 - c. Skirting boards being warped from water damage: There was no evidence of skirting boards being warped. It appeared that the bathroom suite had been replaced and was in good condition.
 - d. A water leak under the toilet: High moisture readings were noted at either side of the base of the toilet.
 - e. The tribunal were advised that there had been repairs carried out to the shower area around 2 months ago.
 - f. Damp patches showing on the kitchen ceiling and on the wall paint cracking and peeling: There was a section of the ceiling in the kitchen which indicated historical water ingress. The moisture readings taken were within normal range.
 - g. The bathroom was smelling badly due to old dirty water absorbed into the floors and mould growing underneath: It was not possible to inspect covered areas in the bathroom, as there was a fitted bath panel which could not be removed; however, there was no evidence of any odour in the bathroom. It appeared that

there had been a new bathroom suite installed, and we were advised that works had been undertaken to the timber flooring to eliminate wood rot and mould.

- h. The front door being extremely draughty and weathered, there are currently large rusted patches on the door exterior starting to crumble: The front door was showing evidence of weathering. It appeared to be the original door which had been painted over numerous times. Some paint flaking was noted in areas on the door. It did appear that the door would allow some draughts in, namely at the locking mechanism and at the bottom left-hand corner. There was evidence that the door seal had been painted over, and it appeared dry and ill-fitting.

HEARING

- 14. After the inspection, a hearing was held at Ayr Town Hall, Ayr. There was no appearance by any party at the hearing.

FINDINGS IN FACT

- 15. Having viewed the property and having considered the available evidence which had been made available, the tribunal makes the following findings in fact: -
- 16. The Landlord is the owner of the property, and the title is recorded in their name.
- 17. The landlord is the registered landlord for the property.
- 18. The tenant vacated the property on 28 July 2024.
- 19. The property is rented out for short-term lets.

20. Prior to making the application the tenant had notified the landlord's agents about the leaks in the bathroom, the damage to the kitchen ceiling and the poor condition of the front door.
21. There appeared to have been a new bathroom suite fitted in the property's bathroom. There was new bathroom flooring which had been fitted, and damaged flooring had been replaced. There was new vinyl flooring in the bathroom.
22. There was no evidence of the bathroom flooring being damaged and mouldy.
23. There was no evidence of any fungal contamination in the bathroom.
24. There was no evidence of the skirting boards in the bathroom being warped.
25. There were high moisture readings on both sides of the upstairs toilet.
26. There was a section of the ceiling in the kitchen which indicated historical water ingress. Historic staining was apparent on that section of the ceiling. The moisture readings taken at the kitchen ceiling were within normal range.
27. There were no odorous smells in the bathroom.
28. The front door showed evidence of weathering. The original door had been painted over numerous times. Some paint flaking was noted in areas on the door. The door would allow some draughts in, at the locking mechanism and at the bottom left-hand corner. The door seal had been painted over, was dry and ill-fitting.

REASONS FOR DECISION

29. The Tribunal had regard to what it found at the property inspection and considered the evidence before it. The tribunal had regard to statutory obligations imposed upon a residential landlord to comply with Scottish

Government guidelines. We also considered the terms of sections 13 and 14 of the 2004 Act in relation to the repairing standard.

30. We find that the property is let as a residential tenancy.

31. We did not find that there was any current evidence of the bathroom flooring being damaged and mouldy. We found that a new bathroom suite and flooring had been fitted, and damaged flooring had been replaced. There was no evidence of any fungal contamination in the bathroom or of the skirting boards in the bathroom being warped. There were no odorous smells in the bathroom. It appeared that repair and redecoration work relating to the complaints by the former tenant in the bathroom had in general been undertaken by the landlord.

32. There was however evidence of high moisture readings at either side of the base of the upstairs toilet. The tribunal was advised that there had been repairs carried out to the shower area around 2 months ago. It may be that the high moisture readings were related to the repair works; the tribunal were not, however, able to determine the reason for the high moisture readings. The reasons for the high moisture readings need to be investigated to determine that the installations in the house are in a reasonable state of repair and in proper working order, and any associated repairs carried out.

33. There was a section of the ceiling in the kitchen which indicated historical water ingress. This section should be repainted to remove the staining on the ceiling. The moisture readings taken at the kitchen ceiling were, however, within normal range.

34. The front door showed evidence of weathering. The original door had been painted over numerous times. Some paint flaking was noted in areas on the door. The door would appear to allow some draughts in, at the locking mechanism and at the bottom left-hand corner. We considered that the condition of the door was such that the property was not wind and watertight.

35. The tribunal concluded that the property does not meet the repairing standard. In terms of section 13 of the 2006 Act we find that the house is not wind and

watertight and in all other respects reasonably fit for human habitation; and the installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are not in a reasonable state of repair and in good working order.

36. The tribunal determined that the landlord had failed to comply with the duty imposed by section 14 (1)(b) of the 2006 Act in respect of the matters set out above.

RIGHT OF APPEAL

Landlords, tenants or third-party applicants 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

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 date in which the appeal is abandoned or, so determined.

M Barbour

Legal Member

7 August 2025

Date

Photograph Schedule Attached