



**Decision with statement of reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 24 (1) of the Housing (Scotland) Act 2006**

**Chamber Ref: FTS/HPC/RP/25/1954**

**Re: Property at Craigview, Over Abington, South Lanarkshire, ML12 6SF (“the Property”)**

**Parties:**

**Mr Peter McLemon & Mrs Pauline McLemon, Craigview, Over Abington, South Lanarkshire, ML12 6DF (“the Tenants”)**

**Mr Craig Jenkins, 2-4 Bowling Green, Biggar, ML12 6ES (“the Landlord”)**

**Tribunal Members:**

**Nicola Irvine (Legal Member) and Andrew McFarlane (Ordinary (Surveyor) Member)**

**Decision**

**The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) unanimously determined that the Landlord had failed to comply with the duties imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 (“the Act”). The Tribunal accordingly made a Repairing Standard Enforcement Order (“RSEO”) as required by Section 24 (2) of the Act.**

**Background**

1. By application dated 28 April 2025 the Tenants applied to the Tribunal for a determination that the Landlord had failed to comply with the duties imposed by Section 14(1)(b) of the Act.
2. The application stated that Tenants considered the Landlord had failed to comply with his duty to ensure that the Property meets that Repairing Standard. The Tenants listed a number of issues, including electrical hazards, problems with heating and hot water, mould on walls, kitchen ceiling and walls leaking

water, cold air from windows and doors, holes in wall, broken radiators, motor roller to cesspit not working.

3. By Notice of Acceptance of application dated 13 May 2025, a Legal Member with delegated powers from the Chamber President intimated that there were no grounds upon which to reject the application. The application was therefore referred to the Tribunal for determination and Notice of Referral was served on the Landlord under Schedule 2, Paragraph 1 of the Act. An inspection was scheduled for 23 June 2025 with an in person hearing set for later that day. Parties were invited to make written representations in advance of the hearing.
4. On 16 June 2025 the Tribunal received written representations from the Landlord. In summary the Landlord advised that during the winter of 2022/23 he had surveys carried out to upgrade insulation and install a heat pump. The work was not carried out because the Tenants did not agree to it. The Tenants told him that they could not afford to buy heating oil.
5. On 16 June 2025 the Tribunal received written representation from the Tenants advising that they disputed the veracity of the Landlord's written representations.

## **The Inspection**

6. The Tribunal inspected the Property at 10am on 23 June 2025. The Tenants were present and allowed access to the Property. The Landlord was not in attendance and the inspection proceeded in his absence. Photographs were taken during the inspection by the Tribunal, a copy of which are attached as a schedule to this decision.

## **The Hearing**

7. Following the inspection, the hearing took place at the Tribunal Centre, Brandon Gate, Hamilton. Mrs McLemon attended the hearing, representing both Tenants. The Landlord did not attend, and the hearing proceeded in his absence.
8. At the start of the hearing the Tribunal outlined its observations from the inspection of the Property. By reference to the list of complaints raised by the Tenants, Mrs McLemon advised the Tribunal of the following:

- During inclement weather, rain and cold air leak through the gaps in the windows.
- The radiators are rusted and do not emit any heat.
- Several electrical sockets are damaged and several are not attached to the walls.
- The cooker cannot be used because there is no electrical socket fitted to the wall and the electrical wires are exposed.
- There are damp patches on several walls and ceilings.
- A new boiler was installed in January 2017.
- Water pipes burst in 2023 and have not been repaired.
- The neighbouring farmer advised the Tenants in 2023 that there was oil leaking from the oil tank. The oil tank therefore cannot retain oil.
- As a result of the damage to the water pipes and the oil tank, the central heating system cannot work and therefore there is no hot water supply.
- The element of the shower has burnt out and the shower does not work.
- The Tenants asked the Landlord for a copy of the EICR certificate in December 2023 but the Tenants have not been provided with this.
- The Tenants notified the Landlord by email of repairs required. The Tenants had produced copies of emails from October to December 2023. The Landlord has not effected necessary repairs.
- The Tenants do not accept that the Respondent made contact to have repairs carried out.

9. The hearing concluded and the Tribunal determined to issue its decision in writing.

### **Findings in Fact**

10. The Landlord and Tenants are parties to a tenancy agreement which commenced 11 November 2009.
11. One of the kitchen ceiling light fittings was loose with exposed electrical wiring.
12. The cooker connection point had no electrical socket and had exposed electrical wiring.
13. A number of electrical socket outlets were not attached to the walls.
14. The electrical socket outlets in the upper hallway and in an upstairs bedroom were damaged.
15. The shower power switch in the bathroom was hanging loose from the ceiling

with exposed wiring.

16. The external oil storage tank has a hole in it which causes oil to leak.
17. The radiators in the kitchen and hall vestibule are rusted.
18. There is mould and evidence of water damage to the kitchen ceiling, which has caused a hole to form in the plasterboard of the ceiling.
19. There is mould on the bathroom walls and on the wall of the first floor bedroom at the right of the stairs.
20. There are gaps around the windows and doorframes.
21. There is a hole in the kitchen wall at the gable end of the Property.
22. There are holes in the wall in the downstairs WC.
23. The pipes in the downstairs WC are leaking.
24. The pipes in the bathroom are leaking.
25. There are leaking pipes externally to the left of the oil tank.
26. The mechanism of the sewage treatment plant is not operational.
27. The Property does not meet the Repairing Standard and in particular the Landlord has failed to comply with subsections (a) (c) (d) and (h) of Section 13 of the Act.

## **Reasons for Decision**

28. Having inspected the Property, the Tribunal saw evidence of the following:-

- Gaps in the windows and door frames, resulting in draughts
- One of the kitchen ceiling lights was hanging loose and had exposed wiring
- The cooker connection point had no socket and had exposed wiring
- Several electrical sockets were not attached to the wall and several were damaged
- The shower power switch was hanging loose from the ceiling with exposed wiring
- The external oil storage tank had a hole in it

- Radiators were rusted
- Mould was observed in several areas including the kitchen ceiling, bathroom and bedrooms
- Holes in the kitchen wall and ceiling and the wall in the downstairs WC
- There was water leaking from the pipes in the bathroom and downstairs WC

29. The Tribunal concluded that the Property does not meet the Repairing Standard in terms of the following provisions of the Act:-

- (i) In respect of section 13(1)(a), the Property is not wind and watertight and in all other respects fit for human habitation;
- (ii) In respect of section 13(1)(c) the installations in the house for the supply of water, gas electricity and heating water are not in a reasonable state of repair and not in proper working order;
- (iii) In respect of section 13(1)(d) the fixtures, fittings and appliances provided by the Landlord under the tenancy are not in a reasonable state of repair and in proper working order;
- (iv) In respect of section 13(1)(h), the Property does not have a sink provided with a satisfactory supply of both hot and cold water; does not have a fixed bath or shower and wash-hand basin with a satisfactory supply of hot and cold water; does not have a supply of electricity that complies with the requirements in relation to electrical installation for that supply which is adequate and safe to use; does not have satisfactory equipment installed for detecting fire and for giving warning of fire; does not have satisfactory equipment installed for detecting and for giving warning of carbon monoxide that is hazardous to health.

30. The Act states that where a Tribunal decides that a Landlord has failed to comply with their duty in that respect, the Tribunal “must by order require the Landlord to carry out such work as is necessary for the purpose of ensuring that the house concerned meets the repairing standard”. The Tribunal accordingly determined to make a Repairing Standard Enforcement Order as required in terms of Section 24(2) of the Act. The Tribunal further determined that an appropriate timescale for the works to be carried out is 3 months for the date of intimation of this decision.

31. The decision of the Tribunal was unanimous.

32. Observation – in item 29 sub section (iv) above details of failures in respect of fire and carbon monoxide detection and warning are recorded. These have not been intimated to the Landlord in advance of the application as recorded in item 8 above. They therefore do not feature in the Repairing Standard Enforcement Order but are noted in this decision in light of the danger posed to any occupants of the property.

## **Right of Appeal**

**In terms of Section 46 of the Tribunal (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.**

**In terms of section 63 of the Tribunal (Scotland) Act 2014, Where such an appeal is made, the effect of the decision and of any order is suspended until the appeal is abandoned or 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 determined.**

# N Irvine

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Legal Member/Chair

24 June 2025  
Date



Property Address

Craigview  
Over Abington  
Abington  
Biggar  
ML12 6SF

Case Reference

FTS HPC RP 25 1954



Schedule of Photographs taken during the  
inspection by tribunal members on 23 June  
2025





1. Kitchen ceiling light fitting also holes and mould growth



2. Kitchen ceiling light fitting also holes and mould growth



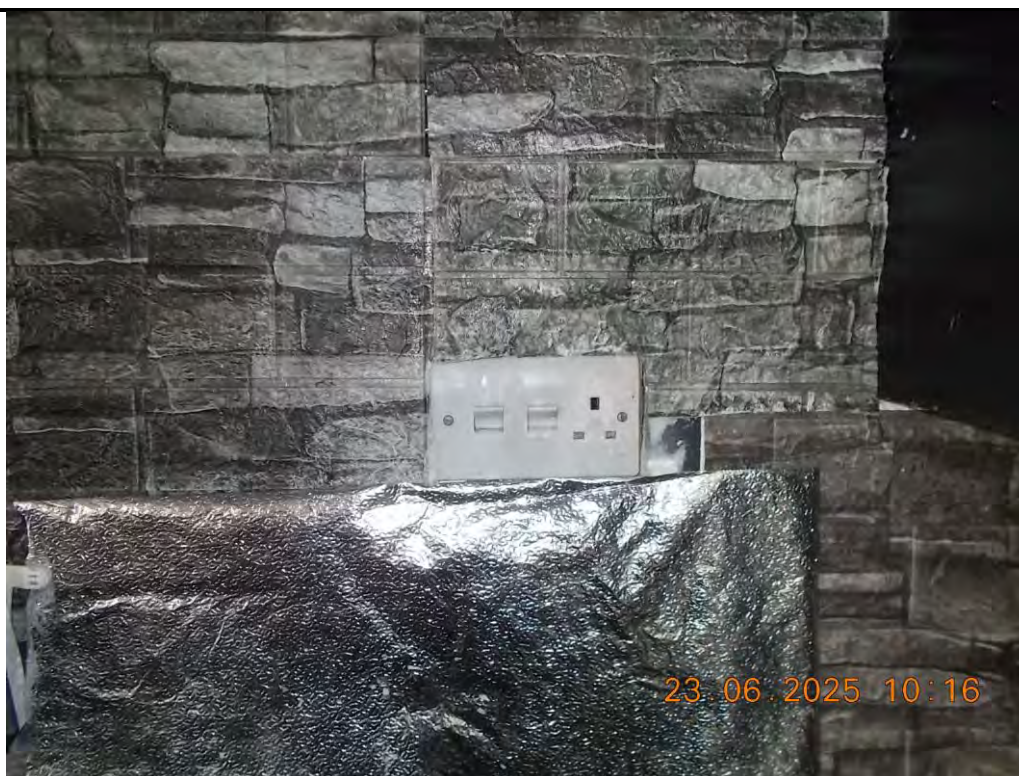


3. Cooker connection point



4. Socket outlet on wall behind cooker





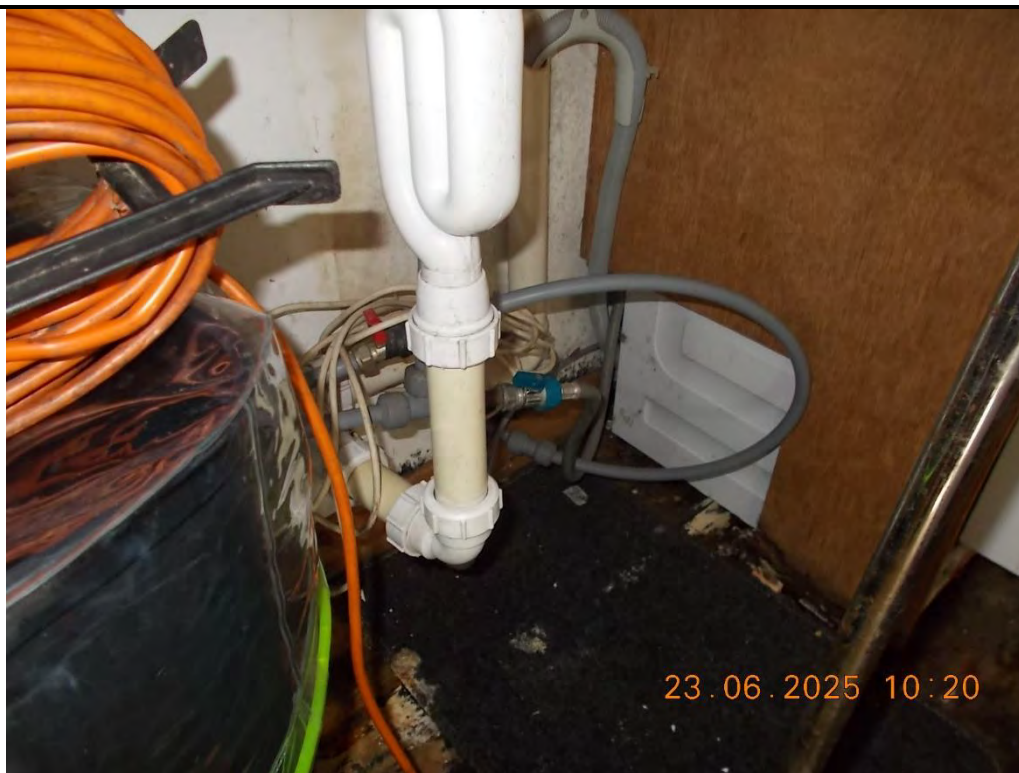
5. Cooker control unit



6. Blanked socket in Kitchen



7. Socket outlet in downstairs WC



8. Cables in downstairs WC





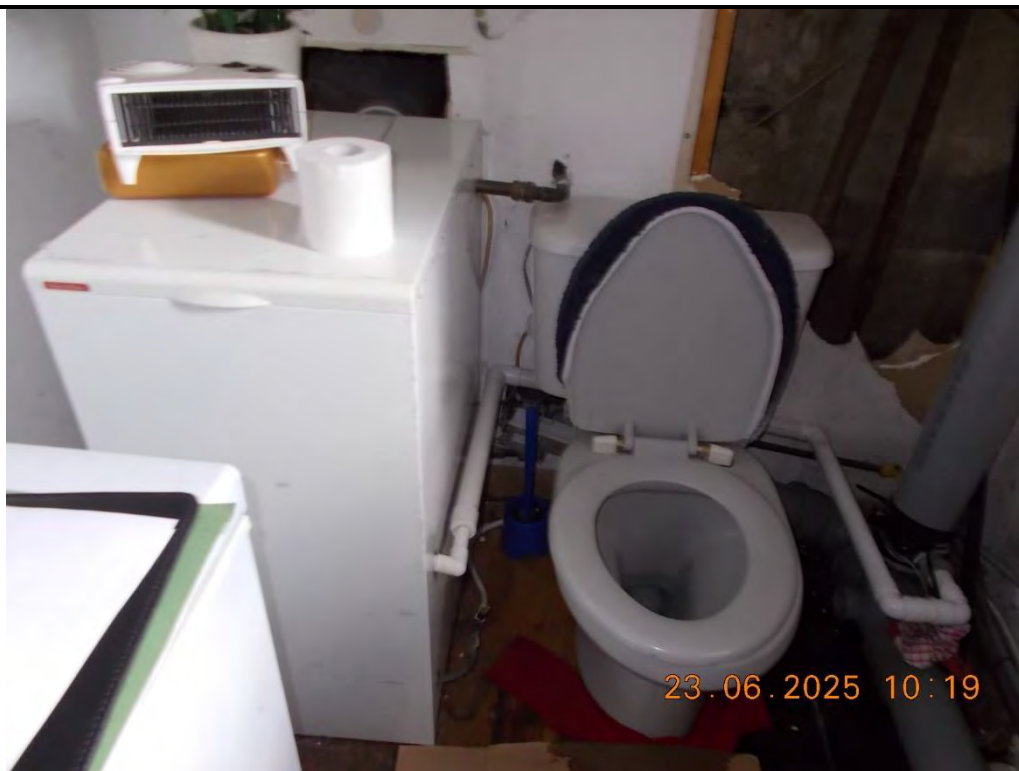
9. Damaged socket outlet in upper hallway



10. Socket outlet in upstairs bedroom (left at top of stairs)



11. Shower power switch in bathroom



12. Central Heating Boiler also provides hot water





13. External oil storage tank



14. Oil leak from tank (arrow added)





15. Radiator in Kitchen



16. Radiator in Vestibule

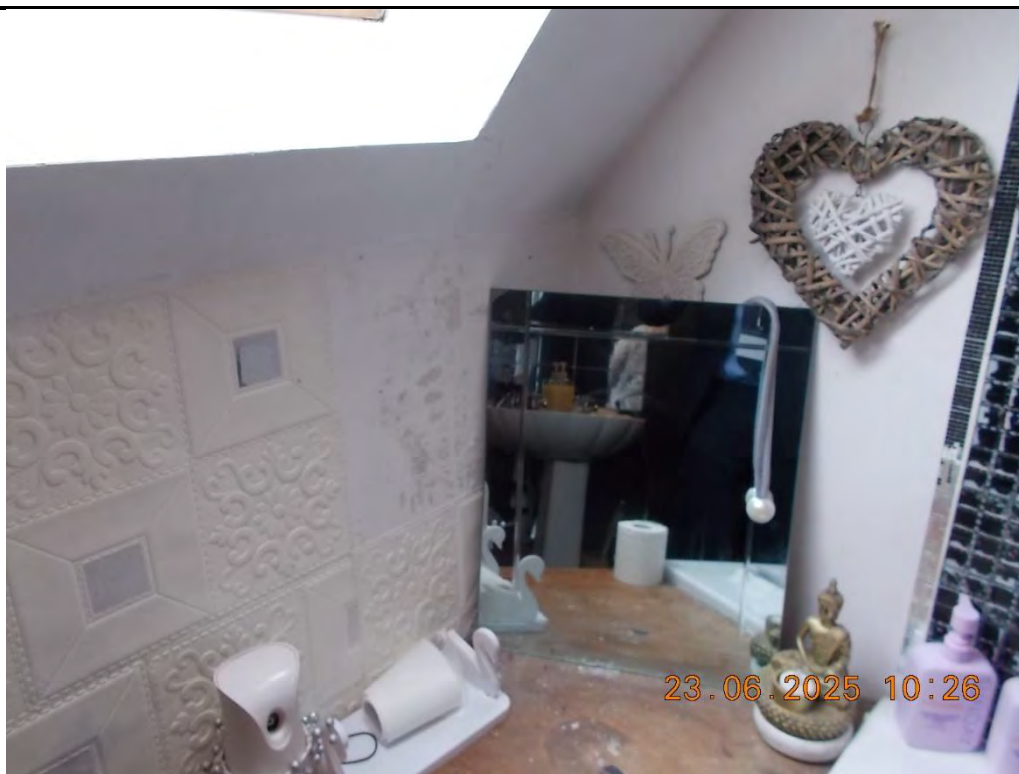


17. Mould on ceiling in Kitchen



18. Mould on ceiling in Kitchen





19. Mark on wall in Bathroom



20. Mark on wall in First Floor Bedroom (right at top of stair)

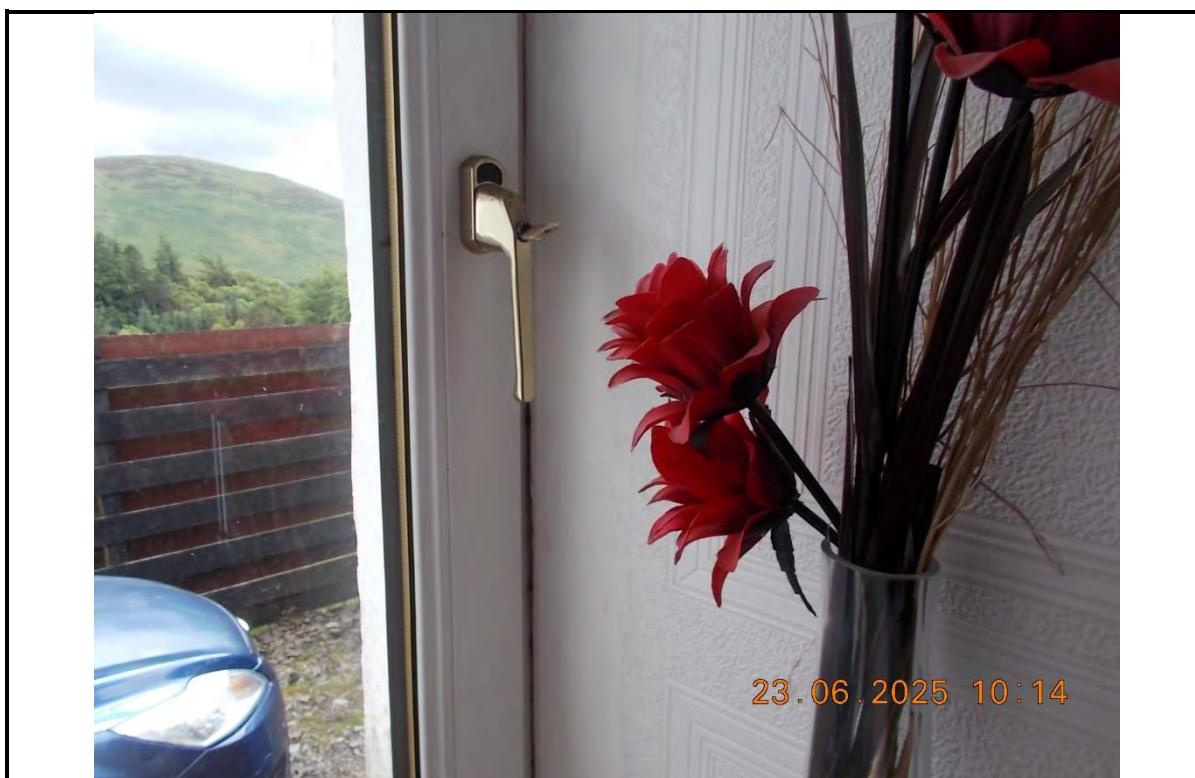


21. Gaps around kitchen window



22. Gaps around kitchen window





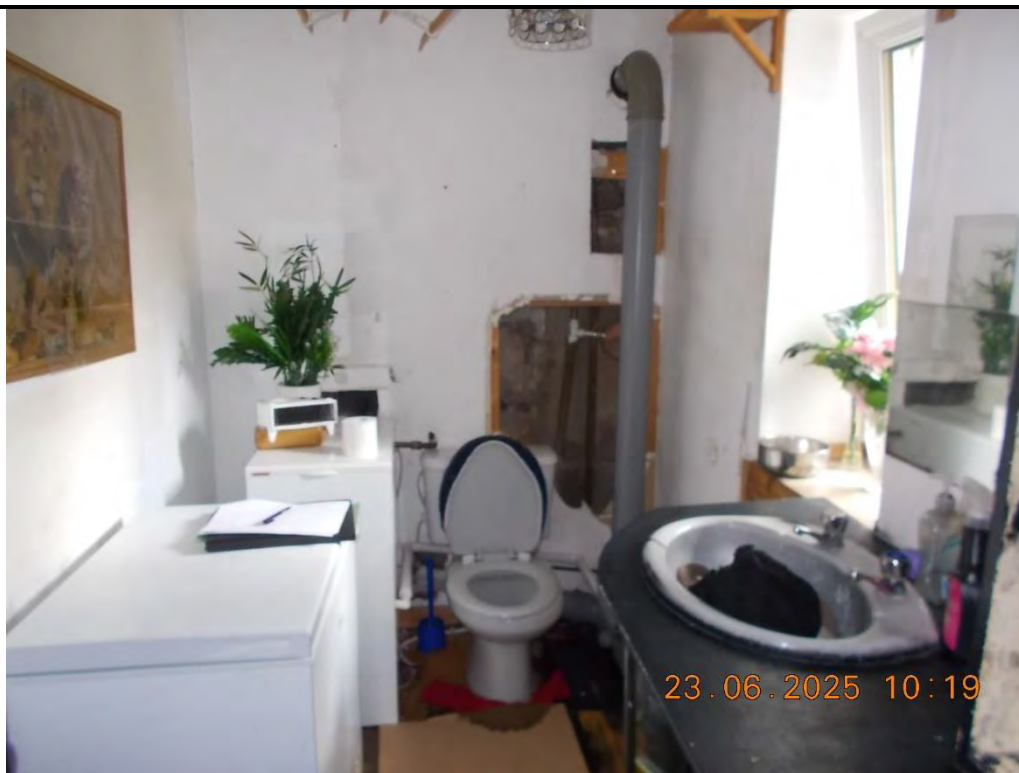
23. Gaps around kitchen window



24. Gaps around window in upper floor bedroom (left at top of stair)



25. Hole in wall Kitchen gable



26. Holes in wall Downstairs WC





27. Hole in wall Downstairs WC



28. Leaking pipes in Downstairs WC



29. Leaking pipes in Bathroom



30. Leaking pipes in Bathroom





31. Leaking pipes externally



32. Location of sewage treatment plant