



Statement of Decision of the Housing and Property Chamber of the First-tier Tribunal for Scotland under Section 26 (1) of the Housing (Scotland) Act 2006

Chamber Reference number: FTS/HPC/RP/25/0469

Re: Property at 38 Hillwood Terrace, Ratho Station, Newbridge EH28 8QA (“the Property”)

Title No: MID63267

The Parties:

Miss Cassie Allan, 38 Hillwood Terrace, Ratho Station, Newbridge EH28 8QA (“the Tenant”)

Mr Miraz Alam, 21 Delaporte Close. Epsom, Surrey KT17 4AF (“the Landlord”)

**Tribunal Members: George Clark, Legal Member
Robert Buchan, Ordinary (Surveyor) Member**

Decision

The First-tier Tribunal for Scotland Housing and Property Chamber, having made such enquiries as it saw fit for the purposes of determining whether the Landlords have complied with the duty imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 determined that the Landlord has failed to comply with that duty. The Tribunal made a Repairing Standard Enforcement Order in respect of the Property.

Background

1. By application, dated 3 February 2025, the Tenant applied to the Housing and Property Chamber of the First-tier Tribunal for Scotland (“the Tribunal”) for a determination of whether the Landlord had failed to comply with the duties imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 (“the Act”).
2. The application, submitted by Community Help and Advice Initiative, Edinburgh (“CHAI”) on behalf of the Applicant, stated that the windows are not wind and water tight, the electrics have failed their testing, there is white mould on the beams, there are ongoing drainage issues in the Property, the upstairs bathroom sink and shower cannot be used as they cause leaks into the kitchen below, the downstairs toilet is coming away from the wall and the front door is brittle and crumbling.

3. On 24 June 2025, the Tribunal advised the Landlord of the application and of the date and time of an Inspection and Hearing. He was invited to make written representations by 15 July 2025.
4. On 15 July 2025, the Landlord made written representations to the Tribunal. He stated that he had owned the Property since May 2022. Since June 2023, he had been experiencing significant financial distress following a remortgage, as his monthly payments increased from £651 to £837, at a time that he was unable to increase the rent due to the Scottish Government's rent cap. As a result, he had had to borrow money from a relative to take advantage of an early redemption option in order to reduce his monthly costs. Under the agreement with the relative, he is required to pay £1,500 per month and at this moment he was not generating enough income from the Property to sustain these payments. He had not received any rent since January 2025. He owned another rental property which he was in the process of selling as he could no longer continue the repayments due to the lack of income from both properties. He had attempted to sell the present Property with the Tenant in place, but the price offered was £30,000 less than he had paid for it in 2022. The Tenant was in receipt of benefits but is withholding the rent due to alleged disrepair. This had placed him under severe financial strain, significantly affecting his ability to carry out essential maintenance. The issues with the electrical system were resolved over the last few months and the Property now has a satisfactory Electrical Installation Condition report ("EICR") along with valid Gas Safety and Legionella Risk Assessment ("LRA") reports. He attached an EICR dated 30 April 2025 which rated the installations as Satisfactory and did not contain any items of disrepair. A Gas Safety Certificate dated 4 December 2024 and a LRA dated 5 May 2025, contained no recommendations or advisory matters.

The Inspection

5. The Tribunal Members inspected the Property on the morning of 7 August 2025 and were admitted by the Tenant's mother, Mrs Catherine Bussey. The Tenant's representative, Mr Sam Donegan of CHAI was also present. The Landlord was not present or represented. A Schedule of Photographs, taken at the Inspection, is attached to and forms part of this Statement of Decision. Another Tribunal Member, Mrs Sara Hesp, was an observer at both the Inspection and the Hearing but took no part in the Tribunal's deliberations.

The Hearing

6. Following the Inspection, a Hearing was held at George House, 126 George Street, Edinburgh. The Tenant was represented by Mr Donegan of CHAI and her mother was also present. The Landlord participated by a telephone conference line.
7. The Ordinary Member of the Tribunal explained to the Landlord the findings of the Inspection. These are summarised below:

- (i) The property is a 3-bedroom mid-terraced house thought to be about 60 years old and of non-traditional construction.
- (ii) The front door threshold is broken and the associated weatherstrip along the outside of the door is missing.
- (iii) Inspection of the living-room showed that a section of the ceiling has been replaced but not redecorated. There is an old damp stain, currently dry, but part of the ceiling is bowed and in need of replacement.
- (iv) The window handle is broken.
- (v) Inspection of the ground floor WC showed that the toilet cistern is barely secured to the wall having only a single flimsy looking and obviously inadequate attachment. The connection between the toilet pan and the waste pipe below is not sealed.
- (vi) It was not part of the complaint, but it was noted was that there is no cold water coming to the tap in the wash-hand basin.
- (vii) The kitchen ceiling has 5 old stains and water punctures. These were dry on inspection, but the plasterwork is brittle and the ceiling paper is loose.
- (viii) There were no handles on the kitchen windows.
- (ix) It was not part of the complaint, but it was noted was that the kitchen tap was constantly dripping and could not be turned off.
- (x) On the first floor, the bathroom has a loose bath panel and there was no handle on the window.
- (xi) It was not part of the complaint, but it was noted was that the wash-hand basin is cracked and there is no cover on the light fitting.
- (xii) The tilt and turn window in the smaller bedroom could tilt but could not turn.
- (xiii) It was not part of the complaint, but it was noted that the bedroom door panel is coming away from its frame.
- (xiv) In the main bedroom, the tilt and turn window mechanism is faulty in that the window fell out of its hinge when opened and could not be fully closed.

8. The Parties were advised that the Tribunal was satisfied with the EICR. Mrs Bussey said that the only matter she wanted to add was that, when the back bedroom ceiling came down in a previous incident, there was white mould on the beams and they had to be replaced, and her view was that it was likely that similar mould would be found when the living room and kitchen ceilings are taken down. The Tribunal advised that it could not see or comment on any white mould on beams, the Inspection being non-disruptive. Mrs Bussey told the Tribunal that the Tenant and her family cannot use the bath or shower and have to come to her house for showers. The Tribunal advised that it could not determine whether there were still issues with leaks from the bathroom.

9. The Landlord stated that for his part he needs to sell the Property as he is unable to continue to meet the cost of repairs, and that he has begun eviction proceedings.

Reasons for Decision

10. A landlord has a duty under Section 14(1)(b) of the Act, to ensure that the Property meets the Repairing Standard at all times during the tenancy. The fact that a landlord cannot afford to carry out repairs is not material in determining whether he has complied with that duty, nor is the fact that the Tenant has been withholding rent. The Repairing Standard requires that a property is wind and water tight and in all other respects reasonably fit for human habitation. It was clear to the Tribunal that the Property is not wind and water tight, given the condition of the windows and the front entrance door, and it is arguable that it is not fit for human habitation as the Tenant is unwilling to use the bath and shower because of the risk of further leaks into the rooms below and the possibility of ceiling collapses in these rooms. The Tribunal was satisfied that the Landlord has failed to comply with the duty incumbent on him under Section 14(1)(b) of the Act. Section 24(2) of the Act provides that, where the Tribunal decides that a landlord has failed to comply with that duty, it must by Repairing Standard Enforcement Order, require the landlord to carry out such work as is necessary for ensuring the Property meets the Repairing Standard and must specify the period within which the work required by the Order must be completed.

Decision

- (i) Having considered carefully all the evidence before it, the Tribunal made a finding that the Landlord had failed to comply with the duties imposed by Section 14(1)(b) of the 2006 Act and decided to make a Repairing Standard Enforcement Order.
- (ii) The Tribunal's Decision was unanimous.

G Clark

Legal Member 15 August 2025

Photographs taken during the inspection of 38 Hillwood Terrace, Ratho Station, EH28 8QA
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Front



Front door

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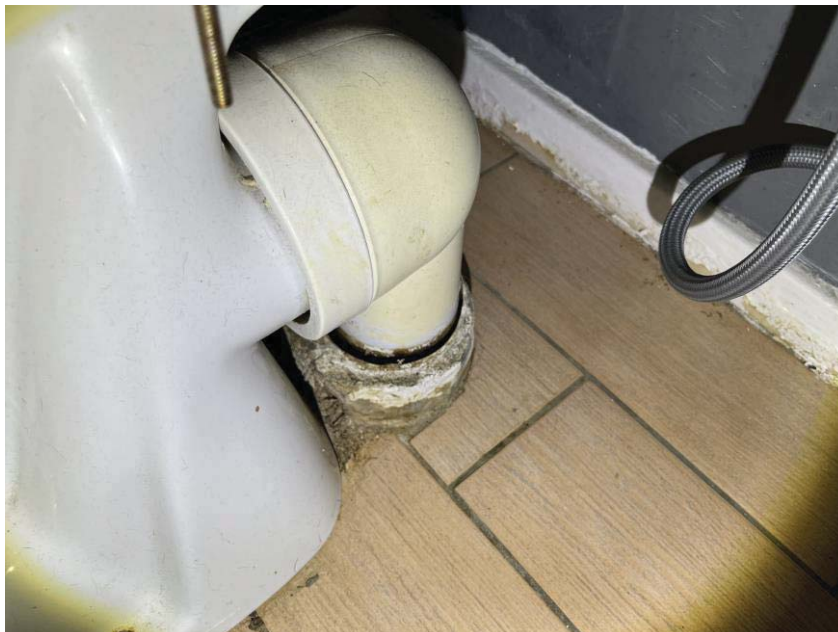
Broken window handle in the living-room



Damaged and bowed ceiling in the living-room



Gap between the toilet cistern and the wall in the ground floor toilet



No seal on the connection between the pan and the waste pipe

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Multiple stains and signs of water damage on the kitchen ceiling



Missing/broken handles on the kitchen windows

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Damaged and loose bath panel and defective surrounds to the bath



Missing/broken handle on the bathroom window