



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/25/1191

Re: Property at 42 Scaraben Crescent, Glenrothes KY6 3HL (“the Property”)

Title No: FFE4953

The Parties:

Miss Stephanie Jones, Mr James Wardlaw and Mrs Agnes Wardlaw, all 42 Scaraben Crescent, Glenrothes KY6 3HL (“the Tenants”)

Mr Nick Claydon and Mrs Caroline Claydon, both 22 Norton Street, Glenrothes KY7 5NA (“the Landlord”)

**Tribunal Members: George Clark, Legal Member
David Godfrey, 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 not failed to comply with that duty.

Background

1. The Tenant applied to the Housing and Property Chamber of the First-tier Tribunal for Scotland (“the Tribunal”) for a determination of whether the Landlords had failed to comply with the duties imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 (“the Act”).
2. The application stated that there is damp and mould upstairs, the upstairs windows and fascias are not sealed, there is black mould in the wood in the airing cupboard, there is insufficient insulation in the loft and under the floors downstairs, the radiators are too small for the sizes of rooms, the thermostats on the radiators are either broken or missing and the hob has to be lit with a lighter as there is no electricity supply to it. In an email of 14 August 2025, the Tenants also referred to a stench of sewage and a foul smell in the kitchen,, possibly attributable to an open waste pipe.

3. On 15 August 2025, the Landlords' letting agents made written representations to the Tribunal. They advised that a condensation issue and mould in the bathroom had been treated before the Tenants moved in. During the tenancy, a specialist report had disclosed that the insulation in the attic had been disturbed over the upper landing and bathroom, and the insulation appeared to stop short to the front and rear elevations. All the windows had been sealed. No evidence of dampness had been found. In accordance with the specialists' recommendations, the loft insulation had been improved, and insulation had been laid in areas where it was lacking in the attic. A new central heating boiler had been installed and all the radiators replaced with bigger radiators. The thermostatic valves were all replaced at the same time. It would not be economically viable to lead a supply of electricity to the worktop island, as it would involve completely uplifting the flooring and enlarging a channel in the concrete beneath. They were awaiting a report from a drainage company who had inspected the drainage pipes on the previous day.

The Inspection

4. The Tribunal Members inspected the Property on the morning of 21 August 2025 and were admitted by Mr Wardlaw. The Landlords were represented by Mr Ashley Puren of Pure Property Management, Edinburgh. A Pre-Hearing Inspection Summary and Schedule of Photographs, taken at the Inspection, is attached to and forms part of this Statement of Decision.

The Hearing

5. Following the Inspection, a Hearing was held at George House, 126 George Street, Edinburgh. The Tenants were not present or represented. The Landlords were represented by Mr Puren.
6. The Ordinary Member of the Tribunal explained to the Landlord the findings of the Inspection. These are summarised below:
 - (i) There is evidence of condensation mould on the upper wall of the bathroom.
 - (ii) The trickle vent in the window in the bathroom is sealed, as are the trickle vents in several other windows on the Property.
 - (iii) There is condensation mould at the window of the first-floor back bedroom.
 - (iv) There is an old damp stain on the chipboard support for the hot water tank in the airing cupboard.
 - (v) There is an uncapped pipe at floor level in the kitchen.
 - (vi) The kitchen units are in need of cosmetic repairs to doors, handles and kickplates.
 - (vii) The gas hob in the kitchen is set into an island unit. It has an ignition switch but it cannot be operated as there is no supply of electricity. It has to be lit by a lighter.
 - (viii) There is an unfenced area in the garden where a shed has been removed.

(ix) Insulating material has been installed in the attic.

7. The Landlords' representative told the Tribunal that the garden shed had been removed as it was unsafe. They have instructed the builder to erect a fence to make the area safe and to remove the debris which was underneath the shed. They would report back to the Landlords the issues that the Tribunal had found at the Inspection.

Reasons for Decision

8. 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. 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.
9. The Tribunal was unable at the Inspection to detect any sewage smell in or around the exterior of the Property, so could not determine whether it was an issue.
10. The Tribunal did not regard the fact that the hob has to be lit with a lighter as a failure to comply with the Repairing Standard.
11. Neither the Repairing Standard nor the Tolerable Standard includes a requirement for sub-floor insulation in a house built, as the present Property was, in 1995.
12. The Tenant advised at the Inspection that the central heating has not been turned on since the new boiler was installed and the radiators replaced, so the new heated towel rail in the bathroom has not been on. The view of the Tribunal was that this, together with the fact that the trickle vent had been sealed shut might contribute to a build-up of condensation mould in the bathroom, as it is not being properly heated and ventilated.
13. The Tribunal was concerned that the "pit" left by the removal of the shed was a serious potential hazard.
14. The Tribunal did not regard the existence of an uncapped soil pipe in the kitchen as acceptable.
15. The Tribunal decided to make a Repairing Standard Enforcement Order in respect of the matters described in Paragraphs 12-14 of this Decision, but before the Decision was finalised and issued to the Parties, the Tribunal received emails of 2 and 3 September 2025 from the Landlords' agents, with accompanying photographs, confirming that the trickle vents in the upstairs rooms, including the bathroom, have been freed and are working, mould has

been removed in the bathroom and airing cupboard housing the hot water tank, insulation has been installed in the extension attic, cosmetic repairs to the kitchen units have been carried out, the open pipe in the kitchen has been capped, and fencing has been erected across the gap created when the shed was removed. They also advised that the air admittance valve (AAV) in the bathroom has been replaced to alleviate smells, and they provided a report of 14 August 2025 from Penman Plumbing and Drainage confirming that they had inspected the drains and found no blockages or breaks in the pipes and that water was running freely into the mainline drain.

16. Having received this additional information, the Tribunal decided that it would not make a Repairing Standard Enforcement Order as the items which it would have contained have been dealt with.

Decision

17. Having considered carefully all the evidence before it, the Tribunal made a finding that the Landlord has not failed to comply with the duties imposed by Section 14(1)(b) of the 2006 Act.

18. The Tribunal's Decision was unanimous.

G Clark

Legal Member 11 September 2025