

Housing and Property Chamber
First-tier Tribunal for Scotland



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

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

Chamber Ref: FTS/HPC/RP/24/2686

Property: 11 PF Cathcart Place (GF), Edinburgh EH11 2HD (‘The House’)

Title reference: MID242984

The Parties: -

Mamataz Begum Rashid, 5/11 Westfield Court, Edinburgh EH11 2RL (‘the landlord’)

Habibul Alam Kazi and Shafreen Akhtar 11 PF Cathcart place (GF), Edinburgh EH11 2HD (“the tenants”)

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 28 January 2025, determined that the Landlord has failed to comply.

The property has been re-let by the Landlord since the RSEO was issued. A Landlord commits an offence if the Landlord enters into a tenancy or occupancy arrangement in relation to a house at any time during which a RSEO has effect in relation to the house in terms of Section 28(5) of the Act.

The Tribunal further determine that notice of the above failures to comply be served on the local authority and Police Scotland.

The decision was unanimous.

The Tribunal consisted of: -

Mary-Claire Kelly, Chairing and Legal Member

Robert Buchan, Ordinary Member (surveyor)

Background

1. By application accepted on 13 August 2024, the tenants applied to 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.
2. The application stated the landlord had failed to comply with the duty to ensure that the house meets the repairing standard and that the landlord had failed to ensure compliance with the following paragraphs of section 13(1) of the Act:
 - *the house is wind and watertight and in all other respects reasonably fit for human habitation*
 - *the installations in the house for the supply of water, gas, electricity and any other type of fuel and for sanitation, space heating by a fixed heating system and heating water are in a reasonable state of repair and in proper working order.*
 - *any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order.*
3. The application contained correspondence between the tenant and the landlord's letting agents sent on 4 July 2024 which specified that the said failure was established as the following work needed to be carried out:
 - *The kitchen counter around the sink is sinking and the cupboards are deteriorating, Additionally, the interior of the cupboards beneath the sink is severely water-damaged and rotten.*
 - *The flooring under the cupboard sink is very broken you can see rats and mice running.*

- *Heating system not working properly: pressure consistently drops and Scottish gas has recommended replacing it due to its age.*
 - *Some of the heaters are too small to properly warm the home.*
4. A hearing and inspection took place on 28 January 2025. The Tribunal issued a decision in terms of which it was determined that the landlord had failed to comply with the duty imposed by Section 14(1)(b) of the Act. A Repairing Standard Enforcement Order (“RSEO”) dated 28 January 2025 required the Landlord to:
1. *Remove the base kitchen storage units, sink and worktops in order to repair or replace the rotten floor and missing or defective wall linings, to render them wind and watertight. The repairs should use materials suitable to prevent vermin from entering the interior of the property and to prevent the outbreak of fire behind the gas hob.*
 2. *Provide to the Tribunal for their approval, vouching photographs and detailed invoices and receipts of the work carried out.*
 3. *Thereafter to renew the base kitchen storage units, sink and worktop so that they are in a reasonable state of repair and in proper working order.*
 4. *Exhibit to the Tribunal a new satisfactory Gas Safety Certificate from a suitably qualified Gas Safe engineer in respect of the gas installation, the central heating boiler and the gas hob.*

The Tribunal ordered that the works be completed within a period of three calendar months from intimation of the RSEO on the parties.

5. Following the expiry of the period for completion of the works a re-inspection was scheduled for 25 June 2025. A hearing was scheduled for 18 August 2025.
6. On 22 July 2025, Mr Kazi, one of the joint tenants who had submitted the application emailed the Tribunal stating that he had left the property on 28 February 2025 and requesting that the application be withdrawn. The Tribunal considered whether the application should be determined or whether it should

be abandoned, in terms of Schedule 2 Paragraph 7(3) of the Act. In light of the fact that the property had been re-let to new tenants since the previous tenants moved out and the fact that the application covers repairs which may pose health and safety issues for the current and future tenants the Tribunal determined to continue the application. A minute of continuation was issued to parties on 25 July 2025.

Reinspection – 25 June 2025

7. The Tribunal re-inspected the property on 25 June 2025. The landlord was present with her new letting agent, Mr Mohammed of UB Homes. The original tenants had moved out of the property. New tenants occupied the property and were present at the re-inspection.
8. A re-inspection report was issued to the landlord after the re-inspection which contains a description of the Tribunal's findings and photographs taken during the re-inspection. It is attached as a schedule to this decision.
9. The re-inspection commenced in the kitchen. A number of new base units had been installed in the kitchen. Various holes in the kitchen units were noted such that the interior was not sealed which meant that vermin would not be prevented from entering the kitchen. The cupboards were not wind and watertight. A new work top had been fitted. A reflective metal backing had been installed behind the hob. The landlords letting agent exhibited a gas safety certificate during the re-inspection. The certificate had been issued on 19 March 2025 and stated that carbon monoxide monitors were required in the living room and kitchen.

Hearing – 18 August 2025

10. A hearing took place at George House, Edinburgh. The landlord was not present or represented.
11. On 22 July 2025 the landlord had emailed the Tribunal with a number of photographs showing further works carried out to the base cupboards in the kitchen. The works appeared to show that the gaps within the cupboards had been patched and sealant applied to areas of skirting board and within the cupboards.
12. An invoice had been submitted from a company called Pro Patcher. The invoice was dated 7 May 2025 and covered the following works: *Kitchen Partial*

Refurbishment- Kitchen Floor, cabinet, cabinet door, wall cabinet, wall cabinet door, cabinet back panel. The works charged amounted to £2050.

Reasons for the decision

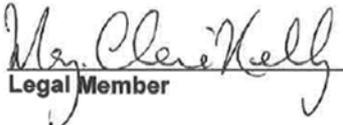
5. The Tribunal determined the application having regard to the terms of the application, the findings of the Tribunal at the inspection and re-inspections, oral submissions at the hearing on 29 May 2025 and the documents submitted by the landlord between the re-inspection and the hearing. The Tribunal was satisfied having regard to all of the available evidence that there was sufficient information upon which to reach a fair determination of the application.
6. Based on their findings at the re-inspection the Tribunal was satisfied that that landlord had failed to carry out the works set out in paragraphs 1 and 4 of the RSEO. The Tribunal was satisfied that the work had not been carried out within the required period.
7. In relation to paragraph 1 – the RSEO was clear in its terms that the landlord required to demonstrate that the rotten floorboards under the kitchen had been repaired or replaced and missing or defective wall linings replaced. The landlord has submitted an invoice which refers to works to the kitchen floor however the Tribunal does not consider this satisfies the requirements set out in the RSEO at paragraph 3 to provide photographs and detailed vouching of the work carried out. The Tribunal notes that the invoice supplied relates to works carried out prior to the re-inspection. The work carried out prior to the re-inspection had left visible holes in the kitchen cabinets which raised concerns around the quality of any work carried out to the kitchen floor such that the Tribunal could not be satisfied on the basis of the invoice submitted that the work required in paragraph 1 of the RSEO had been completed. No photographs had been submitted to confirm that repairs had been carried out to the rotten kitchen floor before repairs had been carried out to the cupboards. The Tribunal further noted that while a new material had been fixed to the wall behind the gas hob no vouching been submitted to show that the material was suitable and flame retardant.
8. The Tribunal accepted that based on the photographs provided the holes within the kitchen cabinets appeared to have been patched and repaired.

9. A Gas Safety Certificate was exhibited at the re-inspection however a copy of the document has not been lodged with the Tribunal. Examination of the copy exhibited showed that carbon monoxide detectors are required in the living room and kitchen. Accordingly the Tribunal determined that the landlord has not complied with paragraph 4 of the RSEO.
10. In terms of section 26(2) of the 2006 Act the Tribunal determines that in light of the landlord's failure to comply with the RSEO it is appropriate to notify the local authority that the landlord has failed to comply with the RSEO. The police will also be notified that the landlord has not complied with the RSEO. As the tenant who submitted the application no longer resides in the property a Rent Relief Order has not been made.
11. During the re-inspection the landlord, letting agent and sitting tenants confirmed that the property had been re-let since the RSEO was issued. In terms of section 28(5) of the Act it is an offence for a landlord to enter into a tenancy agreement at any time during which a RSEO has effect in relation to the house. The landlord is in breach of this section. In light of the landlord's conduct the Tribunal determines that it is appropriate to notify the local authority and Police Scotland regarding the breach of section 28(5).

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.

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.

Chairperson: 
Legal Member

Date: 28 August 2025