



Tribunal for Scotland Housing and Property Chamber) (“the Tribunal”)

**STATEMENT OF DECISION OF THE TRIBUNAL UNDER SECTION 25 (1) OF THE
HOUSING (SCOTLAND) ACT 2006**

Chamber Ref: FTS/HPC/RP/24/2549

Sasines Description: Wee Glen, Skyreburn, Gatehouse of Fleet, DG7 2HG being part of the subjects recorded in the General Register of Sasines for the County of Kirkcudbright in the Disposition by Trustees under the Deed of Trust by Claude Langrish Faber proprietor of the lands and farm of Glen extending to 1727 acres in the Parishes of Kirkmabreck and Anwoth referred to in the Disposition to James Robertson Robertson and another recorded 15 August 1960 (under exception of subjects in Disposition to Audrey Mildred Falkner or Surtees recorded 16 September 1965) (“the Property”)

Wee Glen, Skyreburn, Gatehouse of Fleet, DG7 2HG (“the House”)

The Parties:-

Dumfries and Galloway Council, Housing and Licensing Standard, Militia House, English Street, Dumfries, DG1 2HR (“Third Party and Applicant”)

Doreen Parkin sometime residing at Wee Glen, Skyreburn, Gatehouse of Fleet, DG7 2HG and Sarah Wilson, residing at 5 Frensham Drive, Castleford, West Yorkshire, WF10 3RQ Attorney for Doreen Parkin (“The former Tenant”)

C L Faber Trust, Upton Wold Farm, Moreton-in-Marsh, Gloucestershire, GL56 9TR (“The Landlord and Respondent”)

Tribunal Members:

Melanie Barbour (Legal Member) and Donald Wooley (Ordinary Member - Surveyor)

DECISION

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

Tribunal”) having made such further enquiries as it saw fit for the purposes of determining whether the Repairing Standard Enforcement Order dated 16 October 2024 has been complied with determined that the Repairing Standard Enforcement Order has been complied with and that a Certificate of Completion should be issued in accordance with Section 60(5) of the Housing (Scotland) Act 2006

BACKGROUND

1. The Tribunal issued a Repairing Standard Enforcement Order dated 16 October 2024 in respect of the Property, which required the Landlord to:-

*The Landlord must within **12 weeks** of the date of this order carry out all of the following:-*

- 1. Produce a current Electrical Installation Condition Report for the Property. The Report requires to be prepared by an electrician registered with SELECT, NICEIC NAPIT or other accredited registered scheme who is either employed by a firm that is a member of such accredited scheme or is a self-employed member of such a scheme. The Report requires to have no recommendations in the C1 or C2 category.*
- 2. Provide the Tribunal with independent report from a suitably qualified professional organisation certifying that the private water supply serving the property is an adequate piped supply of wholesome water and complies with current statutory regulations relating to the supply of private water to domestic property as contained in the Private Water Supplies (Scotland) Regulations 2006 (as amended).*
- 3. Employ a suitably qualified building contractor to investigate the source of the water ingress at the utility room ceiling and to prepare a report confirming the outcome of that investigation; submit that report to the Tribunal for consideration and approval; and thereafter*

complete all repairs and redecoration, all as determined by the Tribunal to be necessary.

- 4. Renew, replace or repair all loose slipped and missing roof slates and clear the roof valley gutters of all moss vegetation and other debris ensuring that the property is wind and watertight and in all other respects reasonably fit for human habitation*
 - 5. Repair or renew all areas of rotted or defective timber at the utility room, bathroom, living room and kitchen windows ensuring that they are all in a reasonable state of repair and in proper working order.*
 - 6. Clear all moss vegetation and other debris from the utility room window at the rear of the property.*
2. A reinspection was carried out by the Tribunal Members on 31 July 2025, with a hearing taking place thereafter. The outcome of the reinspection and hearing was that conditions 1 and 4 were found to have been complied with. The other conditions, namely 2, 3, 5 and 6, remained outstanding. However, the Landlord indicated that he was progressing with the works required to comply with these conditions, and the Tribunal therefore extended the period for compliance.
3. On 16 September 2025, the landlord's agent emailed the first tier Tribunal, submitting the following documents:-
- a. Forth Scientific Certificate of Analysis, for water testing at the Property, dated 6 and 13 August 2025; and
 - b. Report from GS Construction dated 26 August 2025 regarding building works and repairs recommended for the Property.
4. On 30 September 2025, the Third Party emailed the Tribunal with their comments on the landlord's submitted documentation; their email focused on the private water supply certificate of analysis.

RE-INSPECTION

5. The Tribunal Members attended the Property on 13 November 2025 at 10.00 am and carried out a further inspection to determine if the required works had been completed. In attendance were Christopher Ian Claude Bond, for the Landlord, and Adam Black from Dumfries and Galloway Council, Third Party representative. The weather conditions were wet and rainy when the inspection was carried out.
6. The inspection report is annexed and executed as relative hereto.

HEARING

7. The case called for a hearing on 13 November 2025 at 2.00 pm. In attendance at the Hearing were Christopher Ian Claude Bond, for the Landlord; Sarah Powell, solicitor for the Landlord; and Adam Black, from Dumfries and Galloway Council, Third Party representative.
8. Mr Wooley, the Surveyor Member, provided his assessment as to whether the works required to purify each condition had been carried out.
9. Mr Wooley read out the terms of condition 3. He noted that the gutter had been replaced, there had been repairs to the downpipe, and there was no water spilling out. Internally, the ceiling plaster in the utility room has been redecorated. He had taken readings in the ceiling in the utility area. Moisture readings some distance from the area identified with dampness were normal; towards the damp area, some moisture was noted; he considered that it can take time for moisture to dry out. He believed that these readings were likely residual dampness. He considered that all works which had been identified in the GS Construction report had been completed. He also noted that there had been work to the chimney and suggested that these works may also assist in addressing the dampness previously noted in the utility area. Neither the

Landlord nor the Third Party had any comment on Mr Wooley's report about condition 3.

10. Mr Wooley read out the terms of condition 5. He advised that the inspection showed that there had been repair and replacement works carried out to the windows as required by condition 5. All the windows now appear to be in good working order. He had noted that there were some snagging items to finish at the utility window. However, the Landlord had advised that the builder was coming out on 13 November to complete works. The Landlord advised that it had taken some time to get the new utility window. There was also noted to be a new front door, which the Landlord advised that they had ordered and were also replacing, which was in addition to the matters set out in the RSEO. Mr Wooley considered that the matters in condition 5 had been addressed by the landlord. Neither the Landlord nor the Third Party had any comment on Mr Wooley's report on condition 5.

11. Mr Wooley read out the terms of condition 6. He advised that the moss had been cleared in compliance with this condition. He considered that this condition had been complied with. Neither the Landlord nor the Third Party had any comment on Mr Wooley's report on condition 6.

12. Mr Wooley confirmed that he was satisfied that conditions 3, 5 and 6 had been satisfactorily addressed.

13. Mr Wooley read out the terms of condition 2. He noted the condition required the Landlord to provide a private water supply that met the definition in the tolerable standard.

14. Mr Black advised that the Third Party sought to rely on the requirements contained in the Water Intended for Human Consumption (Private Supplies) (Scotland) Regulations 2017. These dictate the requirements that commercial properties have to meet. Short-term lets are included in commercial properties. He submitted that the regulations provide that private water testing needs to be carried out by the Local Authority. He acknowledged that the Landlord had

spent a considerable amount of money securing an independent test report; however, Mr Black submitted that this did not meet the requirements of the 2017 regulations; the regulations still required that testing was carried out by the Local Authority to confirm that the private water supply met the wholesome water standard. He advised that the Local Authority was prepared to waive the private water testing fee on this occasion, given the financial outlay the Landlord had already incurred. Mr Black would be prepared to work with the Landlord to arrange a suitable time to do the assessment.

15. Mr Black was asked if the Local Authority's Environmental Health department had considered the private water supply certificate of analysis, which had been provided by the landlord. He confirmed that they had. He was asked if they had any concerns with the findings set out in the certificate of analysis. He advised that if the test results in the certificate of analysis were accurate, then the Environmental Health department considered that they showed that the private water supply tested was wholesome.

16. The Landlord submitted that he had complied with the requirements of condition 2. They were asked to provide an independent report that the water was in compliance with the water regulations. Mr Black, for the Third Party, had confirmed that on looking at the test results, Environmental Health did not have any concerns with the terms of the private water supply certificate of analysis. He considered, therefore, that condition 2 had been fulfilled.

17. The agent for the Landlord submitted that there were two separate matters being considered: the Local Authority had its own statutory obligations to discharge in terms of testing the private water supply; however, this is distinct from the conditions set out in the Repairing Standard Enforcement Order. The Local Authority's ability to discharge their duties under the 2017 regulations was not dependent on these repairing standard proceedings. She submitted that the Tribunal had to consider if it had sufficient information before it to determine if the Landlord had complied with the terms of condition 2. She submitted that the Third Party were seeking to vary the terms of the condition and add further requirements to it.

18. The Third Party advised that there was only compliance with condition 2 if the Local Authority carried out the private water testing and the results showed that the water was wholesome. He said that the Local Authority would not rely on the report that the Landlord had had carried out. Mr Black went on to point out that Forth Scientific only test the samples sent to them. He noted that the sample had been received on 29 July 2025 but not tested until 2 August 2025. He said that the Local Authority in the past had received advice that the water quality was wholesome, only to carry out subsequent testing and discover that it was not. Mr Black accepted that there was a complication in what was required to be done in condition 2. He asked the Tribunal to consider varying it to the effect that the Local Authority has to test the water supply. He reiterated that it is only the Local Authority who are entitled to say that a private water supply is a wholesome supply.
19. The Landlord responded that they complied with the terms of condition 2. His agent thought that changing the wording of this condition was *changing the goal posts*.

DECISION AND REASONS

20. The Tribunal determined that the following outstanding items of the RSEO have been satisfactorily completed, namely 2, 3, 5 and 6.
21. There was no disagreement between the parties in respect of the findings for conditions 3,5, and 6. Condition 2, dealing with the private water supply, was more contentious.
22. The terms of condition 2 are as follows:-

Provide the Tribunal with an independent report from a suitably qualified professional organisation certifying that the private water supply serving the property is an adequate piped supply of wholesome water and complies with current statutory regulations relating to the supply of private water to domestic

property as contained in the Private Water Supplies (Scotland) Regulations 2006 (as amended).

23. Relevant extracts of Section 13 of the Housing (Scotland) Act 2006 provide

13 The repairing standard

(1) A house meets the repairing standard if— ... (h) the house meets the tolerable standard ... (7) In determining whether a house meets the standards of repair mentioned in subsection (1)(c) to (k) regard is to be had to any guidance issued by the Scottish Ministers in relation to— (a) the condition of pipes supplying water for human consumption, ...

24. The Scottish Government's guidance *The Repairing Standard Statutory Guidance* at Annex A provides advice on Meeting the Tolerable Standard. It provides that a house meets the tolerable standard if it has an adequate piped supply of wholesome water available in the house. Annex D1 provides guidance on installations for the supply of water. The guidance confirms that the assessment that water complies with the tolerable standard must be carried out on an annual basis and before a tenancy commences. It also provides that a Local Authority is responsible for this annual testing, although they can pass the cost on to the landlord.

25. The guidance goes on to provide advice at D12 about unwholesome water. It provides that water supplied for domestic purposes must not contain any microorganism or any substance at a concentration or value which would constitute a potential danger to human health. It refers to the minimum levels which are specified in Schedule 1 of the Water Supply (Water Quality) (Scotland) Regulations 2001. (These regulations are noted to have been superseded by either the 2006 or the 2017 regulations.) Those regulations set out the minimum levels of water quality in their schedule.

26. The 2017 regulations make provision for the enforcing authority (Local Authority) to carry out risk assessment and monitoring of the private water

supply in accordance with the regulations. It sets out duties on persons to comply with those regulations. It also provides the enforcing authority with powers of entry and inspection. It is clear, therefore, that the Local Authority has distinct powers under these regulations, which place a duty on it to test and inspect private water supplies; it also contains rights to enter properties to inspect those supplies; and the right to take action if the water supply does not meet the standards set out in the regulations.

27. This application was made in 2024 by the Third Party. A RSEO was decided to be necessary in the decision of 16 October 2024. The RSEO conditions were issued at that time. The RSEO was varied on 4 August 2025 but only extending the time period for compliance. The Third Party took part in each hearing and was also sent the decision and the RSEO. The Third Party did not question or seek to vary the terms of Condition 2 until 13 November 2025.

28. The Tribunal considers the Landlord had complied with the terms of Condition 2. That condition does not require the Landlord to obtain a report from the Local Authority confirming that the water quality meets the tolerable standard. It required the Landlord to provide an independent report certifying that the water quality was wholesome and complied with the current water supply regulations. The Landlord had provided a certificate of analysis. It referred to the client being Solway Water Management. We understand they are a professional body instructed by the Landlord to take the water sample. The Report was prepared on 6 and 13 August 2025. It referred to the property, the Wee Glen. It referred to the 2017 Private Supply regulations. It showed that the water tested did not breach the minimum standard levels as required by the 2017 regulations. The Third Party confirmed that the Environmental Health department had considered the Certificate of Analysis, and subject to the samples being accurate, then Environmental Health considered that the Certificate showed that the water sampled was of wholesome quality.

29. Given the certificate of analysis, the advice of Environmental Health's assessment of the certificate, and the position of the Landlord that he had instructed professional agencies to take the water sample and then test it, then

the Tribunal is prepared to find that the report provided shows that the private water supply serving the property is an adequate piped supply of wholesome water and complies with current private water regulations in so far as the certificate of analysis shows that the water tested does not exceed the minimum levels set out in those regulations.

30. The Tribunal does note that the Local Authority is required to carry out private water supply testing at the property in terms of their statutory duties under the 2017 regulations. There is also a reference to this fact in the Repairing Standard Guidance, and so there is some force in the argument being made by Mr Black. We consider that it would have been competent to impose a condition which had obliged the Landlord to obtain a report from the Local Authority, however, this is not what was required in Condition 2. Condition 2 does however require that the water quality is wholesome and meets the tolerable standard. In stipulating this, we consider that we had regard to the relevant Guidance. The Landlord's Certificate of Analysis shows that the water tested was wholesome.

31. Further, as pointed out by the landlord's agent, there are two separate legal regimes at play in relation to the question of the wholesomeness of the private water supply. As was made clear by Mr Black, the certificate of analysis which had been provided by the Landlord is not sufficient for the Local Authority to be satisfied of the water quality at the subjects in terms of the 2017 Regulations. We would therefore assume that the Local Authority will now proceed to discharge their statutory duties and carry out an inspection of the private water supply in accordance with the 2017 Regulations. We would assume that the Landlord will engage with the Local Authority on the discharge of these duties. We would suggest that he seek clarification from his lawyer if he is unclear of the Local Authority's duties to test the private water supply in terms of the 2017 Regulations.

32. Finally, in the event that the private water supply was found to be unwholesome at that time, if the property were tenanted, then the tenant or Third Party would be entitled to make a new application to this Tribunal under the repairing standard legislation. Alternatively, the Local Authority, as the "enforcing

authority”, may elect to take direct action in its own right if the water supply does not meet the standards set out in the regulations.

33. Accordingly, the Tribunal is prepared to find that condition 2 has been complied with. The decision of the Tribunal was unanimous.

DECISION

34. The tribunal determined that the RSEO has been complied with and proceeded to issue a certificate of completion.

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

Date 21 November 2025

Housing and Property Chamber

First-tier Tribunal for Scotland



First-Tier Tribunal for Scotland (Housing and Property Chamber) Re-inspection report



Property Wee Glen, Skyreburn

Ref No: FTS/HPC/RT/24/2549

Surveyor: Donald Wooley MRICS

Previous inspection

The subject property was originally inspected on 14 October 2024 by the First-tier Tribunal for Scotland (Housing Property Chamber). Following a subsequent hearing a Repairing Standard Enforcement Order (RSEO) was issued.

A re-inspection of the subject property and subsequent hearing was arranged for Thursday 31 July 2025 during which it was established that, although a number of the items listed in the RSEO had been addressed, several remained outstanding.

A second re-inspection was arranged for 13 November 2025.

Access:

The Tribunal members arrived at the property at 10.00am on Thursday 13 November. The property is no longer occupied by the original tenant and access was provided by Mr Christopher Bond, representing the landlord. Also in attendance was Mr Adam Black of Dumfries and Galloway council, representing the third-party applicant.

The weather at the time of the inspection was dull with heavy rain. Both Tribunal members left the property at around 10.45 am.

Purpose of re-inspection

The purpose of this re-inspection was to determine if the outstanding works as detailed under the Repairing Standard Enforcement Order, as subsequently varied, had been completed.

Outstanding repairs under the Repairing Standard Enforcement Order (RSEO):

The landlord was required to:

1. Provide the Tribunal with independent report from a suitably qualified professional organisation certifying that the private water supply serving the property is an adequate piped supply of wholesome water and complies with current statutory regulations relating to the supply of private water to domestic property as contained in the Private Water Supplies (Scotland) Regulations 2006 (as amended).
2. Employ a suitably qualified building contractor to investigate the source of the water ingress at the utility room ceiling and to prepare a report confirming the outcome of that investigation; submit that report to the Tribunal for consideration and approval; and thereafter complete all repairs and redecoration, all as determined by the tribunal to be necessary.
3. Repair or renew all areas of rotted or defective timber at the utility room, bathroom, living room and kitchen windows ensuring that they are all in a reasonable state of repair and in proper working order.
4. Clear all moss vegetation and other debris from the utility room window at the rear of the property.

Site Observations:



Utility room damp readings 31-07-25



Utility room damp readings 13-11-25

Since the original inspection the property, including the utility room has undergone a scheme of internal redecoration and the previously flaking paintwork on the utility ceiling, repaired. Moisture readings taken at the ceiling adjacent to the rear wall have reduced considerably. Significant external remedial action has recently been completed to address the water ingress at this area. On the basis that the damp readings are considerably lower, despite several days of significant rainfall immediately preceding the inspection, it is very likely that the readings obtained are the direct result of residual damp as the plasterboard continues to dry out



31-07-25



13-11-25



31-07-25



13-11-25

The previously defective eaves gutter on the rear wall of the single storey projection in which the utility room is located, has been replaced.

The previously defective joint between the downpipe and eaves gutter, which was subject to a temporary repair, has now been renewed.

Additional repairs have also been completed at the adjoining chimney as it may have been a contributory source of water ingress at the utility room.



Utility room window 31-07-25

Rot and vegetation growth affecting rear window and sill of utility room.



Utility room widow 13-11-25

The vegetation surrounding the utility room window has been removed and the previously badly rotten window renewed with a modern PVC replacement.

Internally minor redecoration and snagging items remain outstanding around the new window although there is no evidence of water ingress.



Bathroom window 31-07 25



Bathroom window 13-11-25



Living room window 31-01-25



Living room window 13-11-25



Kitchen window 31-07-25



Kitchen window 13-11-25

The previously defective and/or rotten windows have now been repaired or renewed as necessary.

Private Water Supply

Prior to the inspection the respondent forwarded to the Tribunal copies of test results, completed by "Forth Scientific" based on samples of the private water supply at the subject property received by them on 29 July 2025. These were passed to the third party applicant from whom a response was received a copy of which was passed to the respondent

Outstanding Repairs and items in RSEO:

Following the inspection, I can confirm that items 2, 3, and 4 of the revised RSEO outlined earlier in this report have been satisfactorily completed.

Item 1, relating to the private water supply, was discussed at length during the subsequent hearing as described in the accompanying Decision.

Comments:

Following the hearing which took place on Thursday 13 November 2025 at 02.00 pm, this report should be considered as an appendix to the Decision of the First-tier Tribunal for Scotland (Housing Property Chamber) arising therefrom.

Donald Wooley MRICS
Ordinary Member
First-Tier Tribunal for Scotland
14 November 2025

