

Housing and Property Chamber

First-tier Tribunal for Scotland



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

Determination: Housing (Scotland) Act 2006: Sections 26 and 27

17C Mearns Street, Greenock PA15 4PX, registered in the Land Register of Scotland under title number REN70713 (“the Property”)

Case Reference FTS/HPC/RP/25/0509

Miss Baiba Laura Reinkopfa, 17C Mearns Street, Greenock PA15 4PX (“The Applicant” and “The Tenant”)

Mr Barry Miller, residing at 9 Rosemount Place, Gourrock, PA19 1HQ (“The Respondent” and “The Landlord”)

Tribunal Members – Martin McAllister, solicitor (Legal Member) and Andrew McFarlane, chartered surveyor (Ordinary Member) (“the tribunal”)

Decision

The tribunal determined:

(One) that the Landord has failed to maintain the Property to the repairing standard as set out in Section 13 of the Housing (Scotland) Act 2006 and

(Two) that a repairing standard enforcement order (RSE) be made in terms of Section 24 of the Housing (Scotland) Act 2006.

Background

1. By application dated 2 February 2025, the Applicant applied to the Housing and Property Chamber of the First-tier Tribunal for Scotland for a determination of whether the Landlord has failed to comply with the duties imposed by Section 14 (1) (b) of the Housing (Scotland) Act 2006 as amended (“the 2006 Act”). The application is in terms of Section 22 (1A) of the 2006 Act.
2. The application was accepted for determination on 8 May 2025.

3. The Applicant and the Respondent are parties to a private tenancy agreement dated 22 August 2022.

The Application

4. The application states that the Property does not meet the repairing standard set out Section 13 of the 2006 Act: it states that the House is not wind and watertight and in all other respects reasonably fit for human habitation, that the structure and exterior of the house (including drains, gutters and external pipes) are not in a reasonable state of repair and in proper working order, that it does not have satisfactory provision for natural and artificial lighting, for ventilation and for heating, that it is not substantially free from rising or penetrating damp, that it does not have satisfactory thermal insulation and that it does not have satisfactory access to all external doors and outbuildings.
5. The application makes specific reference to the following matters:
 - 5.1 Severe damp and mould growth, water ingress from window structures, failed window seals and accumulation of mould.
 - 5.2 Failure of the Respondent to provide a key to the door at the rear of the tenement close which would allow the Applicant to access waste disposal bins at the rear of the tenement.

Property Inspection

6. The members of the tribunal inspected the Property at 10 am on 31 October 2025. The Landlord had intimated that he would be unable to be present. Access was granted by the Applicant.
7. A pre-hearing inspection summary and schedule of photographs, prepared by the Ordinary Member, is attached to this Decision and is referred to for its terms.

Findings on Inspection

8. The Property is a first floor flat in a tenement of eight properties. The accommodation comprises of a living room, two bedrooms, a bathroom and a kitchen.
9. Observations on the inspection are contained within the said pre-hearing inspection summary and schedule of photographs.

Hearing

10. A hearing was conducted by teleconference on 24 November 2025 at 10am.

Preliminary Issues

11. It was noted that the Applicant considered that the correct address of the Property was 17D Mearns Street, rather than 17C. The tribunal advised the Applicant that, notwithstanding how the property address was treated by the Post Office, the correct address in terms of the registered title was 17C Mearns Street. It was noted that the address in the private residential tenancy agreement was 17C Mearns Street.
12. In submissions made by the Applicant, she had indicated that she had complaints about the conduct of the letting agent. She was advised that the tribunal's consideration of the application would be restricted to whether the property met the repairing standard as set out in the Housing (Scotland) Act 2006. She was referred to the Tribunal's website where there was information on enforcement of the Letting Agent Code.

Matters dealt with at the Hearing

13. The Legal Member set out the purpose of the hearing.
14. Both parties confirmed that they had received the pre-hearing summary and schedule of photographs. The Ordinary Member summarised the findings from the Inspection.
15. The Respondent said that he had been a landlord for many years and had never before had an issue with repairs such as those raised in the application. He said that he worked abroad and therefore relied on letting agents to ensure that properties which he had on the rental market were maintained to the appropriate standard. He said that, whenever advised of the need for repairs, he always ensured that they were carried out. He said that, in relation to the Property, he had been disappointed by the failure of his letting agent.
16. The Respondent said that he had been unaware of the extent of the difficulties which the tenant was experiencing.
17. The Applicant had submitted documentary evidence which supported her position that, within a short time of the tenancy commencing, she had complained about dampness in the Property.
18. The Respondent said that the Property is in a tenement which is factored and he had submitted documentary evidence which supported his position that efforts had been made by the property factor to get agreement from proprietors to have common repairs carried out. The proposed repairs are to the front elevation and gutter of the tenement. The Respondent said that the property factor had experienced difficulties in getting the necessary

agreement from the proprietors in the tenement. He said that matters had been further complicated because of a change of property factor.

19. The Respondent said that he had paid his share of the common repairs to the property factor and he had recently been advised that it only required one more payment from an owner of a property in the tenement before it instructed the work.
20. The Respondent said that he had proposed temporary measures until the external and internal works were carried out to the Property. He said that he had offered alternative accommodation to the Respondent and he indicated that he would compensate her for removal costs and any additional travelling costs which she would incur. He said that he had a rental property in Gourrock which could be made available. The Respondent said that she could not move at present because of the pressures on her time and the amount of her belongings which would have to be relocated.
21. The Applicant said that she has never had a key for the door at the rear of the close of the tenement. She said that this meant that she could not access the bins to dispose of household waste. She said that she has persistently asked the letting agent about this.
22. The Respondent said that he could understand the Applicant's frustration in not being able to access the back court and he said that he was annoyed that the letting agent had not dealt with this. He said that he had been unaware of the position. The Respondent said that it was something which he would deal with.
23. The applicant, during the inspection, indicated to the tribunal that there was an issue with mould growth on a wall above the bath in the bathroom. The tribunal inspected and then considered whether this had formed part of the application as intimated to the Respondent via his agents. It does not appear to be specifically mentioned. The tribunal therefore only makes an observation that this issue is now something which the Respondent should be aware of, and consider if action on his part is required.

Discussion and Determination

24. The tribunal determined that the Property did not meet the repairing standard when the Property was inspected on 31 October 2025.
25. The tribunal determined to make a RSEO in the following terms:

25.1 Carry out a scheme of works to prevent or restrict the ingress of water or accumulation of dampness from the exterior of the front elevation of the Property manifesting itself internally in the following areas:

- (i) in the front bedroom (front left room when viewed from inside looking out to street),**
- (ii) on the angled section of the external wall,**
- (iii) on the external wall between the angled section and the window,**
- (iv) at the intersection of the angled section of the external wall extending down from the cornice,**
- (v) on the cornice and ceiling adjacent,**
- (vi) on the soffit lining to the window,**
- (vii) on the external wall between the window and the right-hand wall on the right-hand wall (to living room),**
- (viii) in the living room (front right room when viewed from inside looking out to street),**
- (ix) on the left-hand wall (to bedroom),**
- (x) on the external wall between intersection with the left-hand wall at the left-hand side of the left-hand window,**
- (xi) above the left-hand window continuing from the left-hand side,**
- (xii) below the left-hand window continuing from the left-hand side**
- (xiii) remove damaged plaster and decorative finishes generally in the areas listed above to the extent necessary to allow drying out of the underlying exposed structure and thereafter reinstate plaster finishes previously damaged or removed and leave ready for redecoration,**
- (xiv) redecorate disrupted areas generally to match existing and**
- (xv) clean off mould growth on silicone sealants between uPVC window frames and uPVC linings and on uPVC window frames and linings as necessary.**

25.2 Supply to the tenant a key for the lock on the door leading from the common close to the rear garden ground.

The Landlord requires to comply with the RSEO by 31 March 2026.

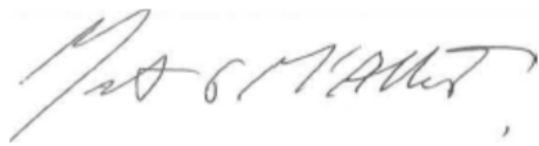
Reasons

26. The tribunal had regard to what it had found at the inspection of the Property and the documentation submitted by both parties.

27. The tribunal had regard to the statutory obligation imposed upon a residential landlord to ensure that properties meet the repairing standard throughout tenancies.

In terms of section 46 of the Tribunals (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.

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.

A handwritten signature in black ink, appearing to read 'Martin J. McAllister', written over a light blue horizontal line.

Martin J. McAllister,
Solicitor, legal member of the
Tribunal.
9 December 2025.