

**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) under Section 24 (1) of the Housing (Scotland) Act 2006 ("The Act")**

**Chamber Ref: FTS/HPC/RP/24/5853**

**Re: Property at 2a Gracemount Drive, Edinburgh, "the Property" being the subjects registered in the Land Register of Scotland under Title Number GLA48458**

**Parties**

**Ms Judith Toth, and Michelle Cooper, residing at 2a Gracemount Drive, Edinburgh ("the Tenants")**

**Christopher Ryan Townsley, 24 Hawthorn Avenue, Erskine, United Kingdom, PA8 7BU ("the Landlord")**

**Tribunal Members:**

**Mr A. McLaughlin (Legal Member) and Mr A. Murray (Ordinary Member)**

**Decision**

**Background**

[1] By Application dated 23 December 2024, the Applicants sought a determination that the Landlord had failed to comply with their duty under Section 14 (1)(b) of the Act in that the Property does not meet the Repairing Standard in respect of the following paragraphs of Section 13 (1) of the Act:

*13 (1) (a) The house is wind and watertight and in all other respects reasonably fit for human habitation.*

*13 (1) (i) Any common parts pertaining to the house can be safely accessed and used*

*13 (1) (j) The house has satisfactory provision for and for and safe access to a food storage area and a food preparation space*

[2] In the Application, the tenants narrated the following 3 principal areas of concern:

*1. Repair of the subfloor throughout the flat and especially in the kitchen and bathroom, and installation of appropriate flooring (linoleum) for the type of floor*

2. *Replacement of front door which has fungal ingress and which is not well fitted and allows wind and pests access*
3. *Investigation and repair of the area behind the bathtub where wind has been able to come into the flat*

### **Outcome of Inspection and Hearing**

[3] After arranging an Inspection and a Hearing, The Tribunal made a Repairing Standard Enforcement Order ("RSEO").

The terms of the order were that the Landlord must:

1. *Take such steps as are necessary to stop the ingress of wind and water into the Property through the front door.*
2. *Make such repairs to the flooring as are necessary to bring it up to a standard that is fit for human habitation. This should include repairing all cracked and missing floor tiles and making such repairs to the floor as are necessary to stop the floor from sinking under weight.*

[4] The Landlord was allowed three months to carry out these works.

### **Re-inspection**

[5] The Tribunal then re-inspected the Property at 11am on 13 January 2026. The Tenants were present, the Landlord's letting agent, Ms Fitten, was again present on his behalf.

[6] The Tribunal observed that the front door had been replaced. The Tenants accepted that part 1 of the RSEO had therefore been complied with. The Tribunal also noted that the flooring in the kitchen had been replaced and there were no longer any cracked or missing tiles. The Tenants also accepted therefore that this aspect of part 2 of the order had been resolved.

[7] That left the issue of whether there were any parts of the floor which were still "sinking under weight".

[8] The Tribunal noted that the Tenants contended that there were still areas of the floor which were sinking under weight. The Tenants drew the Tribunal's attention to three areas of the flooring: in the hall way; in the living room/lounge and in the bedroom.

[9] The Tenants explained that they were currently not paying any rent as a result of these issues. They said that they were "withholding" rent and also made reference to wider issues between the parties which appeared beyond the scope of this Tribunal's remit.

[10] The Tribunal inspected the areas of the flooring closely. The Tenants described the areas as being a "*trip hazard*". The Tribunal could not agree with that. In respect of the points noted in para (8) above, there was no evidence of any obvious trip hazard in any of the three locations highlighted. There is some very minor compression flexure over the area highlighted in the bedroom, but the Tribunal does not consider this a breach of the Repairing Standard test of "*reasonable state of repair*".

[10] The Tribunal concluded that there were not any areas of the floor which were meaningfully "*sinking under weight*".

[11] The Tribunal therefore concluded that the Landlord had complied with the terms of the RSEO made.

#### **Right of Appeal**

**In terms of Section 46 of the Tribunal (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.**

A McLaughlin

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Legal Member/Chair

13 January 2026

Date