



STATEMENT OF DECISION of the First-Tier Tribunal for Scotland (Housing and Property Chamber) under Section 24(1) of the Housing (Scotland) Act 2006

Chamber Ref: FTS/HPC/RP/25/1420

Parties:

Miss Romina McNeil (“the Applicant”)

Mr John Brooke (“the Respondent”)

Easter Farm Cottage, Ardgay, Ross-shire, IV24 3DL (“the Property”)

Title registered in the County of Ross and Cromarty 1317

Tribunal Members:

Mark Thorley (Legal Member) and Sara Hesp (Ordinary Member)

- **Background**

1. By application dated 28 March 2025, the Applicant applied to the First-Tier Tribunal (Housing and Property Chamber) (“the Tribunal”) setting out that the landlord had failed to comply with the duty imposed on him by Section 14(1)(b) of the Housing (Scotland) Act 2006 (hereinafter referred to as “the 2006 Act”). She complained that the Property did not meet the repairing standards set out in the 2006 Act.
2. In the application, the Applicant set out the following issues:
 - a. The electricity supply did not comply with relevant requirements and there required to be appropriate safety certificates.
 - b. The mains water supply within the house had been cut and most of the internal supply pipes and fittings had been removed.
 - c. The internal pipes for the water supply and heating systems had been removed.
 - d. The multi-fuel hot water and heating system was not working.

- e. The bathroom pipework, wetroom, shower, toilet and all fittings had been entirely removed.
 - f. The wall between the bathroom and living room had been removed.
 - g. The wall coverings in the utility room, living room and bathroom had been stripped back to bare stone.
 - h. The living room floor stone slabs had been lifted and removed, together with the full floor coverings.
 - i. The utility room had been stripped bare of all fittings, furnishings and pipework.
 - j. There was no insulation in floors, walls and roofs.
 - k. The smoke alarms and heat monitors and detectors needed to be installed.
 - l. The chimney for the multi-fuel stove in the kitchen was not attached to the flue.
 - m. The external chimney for the kitchen was structurally unsound.
 - n. The roofing ridge was in need of repair and had lost its sealant mortar.
 - o. A number of roof slates had slipped, reducing the watertightness of the Property.
 - p. There were issues surrounding drainage to the external part of the Property.
 - q. The down drains from the roof gutters were not clear and rainwater would not flow away.
 - r. Flood waters had entered the porch and utility room, affecting the floors and doors.
 - s. The stair banister was unsafe.
 - t. The upstairs windows had no latching mechanism.
3. The application was received by the Tribunal on 4 April 2025. Certain further information was sought.

4. On 24 April 2025, the Tribunal confirmed that the application was to be considered. Further information was sought by the Tribunal on 7 May 2025.
5. On 9 July 2025, the Tribunal accepted for determination the application.
6. The application was intimated on the Respondent and the Respondent provided detailed written submissions, together with the lodging of various associated documentation.
7. The hearing was conducted on 16 December 2025 at 10am.

- **The Inspection**

1. The members of the Tribunal inspected at 10am on 16 December 2025. The Property is a cottage adjacent to a road close to the Kyle of Sutherland. It has two floors.
2. The Applicant was present, along with her representative, Mr Rattray, from the CAB. The Respondent was also present.
3. A schedule of photographs and site observations, prepared by the Ordinary Member, is attached to this Decision and referred to for its terms.

- **Findings on Inspection**

1. The Property is a two storey cottage. The accommodation comprises of a living room, utility room, bathroom, kitchen, on the ground floor and on the upper floor, two bedrooms.
2. The living room on the ground floor has its walls stripped back to the bare bones. There is a stove with back boiler. The floor coverings have been entirely removed and there is a hole situated in the corner of the living room.
3. The utility room, which is adjacent to the living room, is empty, stripped of pipework and fittings and missing thermal insulation and has no flooring.
4. The bathroom on the ground floor has an electric shower and toilet fittings and there is a partition between it and the living room. It is a wetroom. There is a wash hand basin and radiator. It appears as a functioning bathroom.
5. The kitchen has been renovated. The chimney within the kitchen is attached to the stove. There are new units contained within the kitchen. There is both hot and cold water in the kitchen. The kitchen windows are new.
6. There is a smoke detector on the landing in the upstairs hall but none other in the property
7. The stair banister is secured.

8. The upstairs windows do have a latching mechanism, but in the bedroom used by the Applicant, one latch is missing.
9. Externally, there is a downpipe missing from the front elevation.
10. To the front elevation, there are also water goods blocked with vegetation.
11. To the rear elevation externally, there are water goods blocked with vegetation.
12. There are some slates missing to the roof.
13. The chimneys are in an acceptable condition.
14. There are no current obvious signs of flooding to any part externally of the building.

- **Hearing**

1. At the hearing, the Applicant attended, together with Ms MacRury and Mr Rattray from CAB. The Respondent was present, together with his solicitor, Mr Ford.
2. The Legal Member set out the purposes of the hearing. There was an initial discussion regarding the history of the Applicant decanting from the Property for the purposes of works to be undertaken to the property.
3. There was some disparity of facts between the parties in terms of that history.
4. On 13 January 2025, a pipe burst in the Property, causing a flood.
5. The insurance company were involved for the Respondent with dealing with some of the damage to the Property.
6. The Applicant removed from the property on or about 30 January 2025. Although she may have stopped paying rent at that point in time, rental payments were commenced again and the Respondent has been fully paid in terms of rent.
7. Works are undertaken to the Property, in particular the stripping-out of floors and walls, in particular to the living room and to the utility room.
8. The anticipated period of time for the works to be completed is unclear. The Applicant was of the view that the works would take between 6-8 weeks. The Respondent 6 months.

9. The Applicant made her application in terms of the repairing standard by application dated 28 March 2025.
10. On 31 March 2025, a Notice to Quit is served on the Applicant.
11. On 30 April 2025, the Applicant returned to live in the Property. No works instructed by the Respondent have taken place since that time.
12. The Respondent has received quotes to complete the work on the Property of between £66,000-70,000 plus VAT. The Respondent cannot fund that at present.
13. The Respondent is considering whether (in the event that possession of the property is obtained by the Respondent) to demolish the building.
14. The Applicant continues to live in the Property, but is unable to utilise the living room or utility room at all. There is heating via a stove in the kitchen. To heat a bedroom, she requires to use a portable heater.

- **Findings in Fact**

1. Having considered all the evidence, the Tribunal found the following facts to be established.
2. The Applicant moved into the Property in 1987. The Property consists of two storeys, with living room, utility room, bathroom, kitchen on the ground floor and two bedrooms on the upper floor.
3. Drinking water is available in the property.
4. The bathroom on the downstairs is functioning. It has a shower, toilet and hand basin.
5. There is a stud partition between the bathroom and the living room.
6. The living room has been completely stripped back. There is no flooring. There is a hole in one corner of the living room floor. There are no wall coverings.
7. The utility room has been completely stripped back of all fittings, furnishings and pipework. There is no thermal insulation.
8. The smoke detector on the landing is working, but there are no other smoke or heat detectors within the property.
9. The stove in the kitchen is functioning and the chimney is attached to the flue.

10. The stair banister is secure.
11. The upstairs windows do have a latching mechanism, but in the bedroom used by the Applicant, one latch is missing.
12. There is a downpipe missing from the front elevation.
13. To the front elevation, there are water goods blocked with vegetation.
14. To the rear elevation, there are water goods blocked with vegetation.
15. There are roof slates missing.
16. The boiler in the living room by the stove is not working.
17. There is no electrical installation condition report.
18. The repairing standard has not been met in the property.

- **Reasons for Decision**

1. The Tribunal determined the application having return to the terms of the application, the written representations received prior to the hearing and the findings of the inspection.
2. The Tribunal is satisfied, having regard to all the available evidence, that there was sufficient information and material upon which to reach a fair determination of the application.
3. The Tribunal was in no doubt, from its inspection, that the Property did not meet the repairing standards.
4. The Respondent had indicated a position that the cause behind the initial pipe leak was that of the Applicant. The Tribunal did not accept that and, in any event, even if that had been established, the Property still did not meet the repairing standard.
5. In addition to that, the Respondent set out that he had no access to the Property to undertake work, but at the same time indicated that he was financially not in a position to afford the work. There is clearly work that could be undertaken to the Property whilst the Applicant lived within the Property.
6. The Respondent indicated that, in the event that the Tribunal made a finding, he wished a period of nine months to conclude the work. There is a significant amount of work here to be done.

7. Accordingly, in view of the findings, the Tribunal concluded that the Respondent was in breach of the duty to comply with the repairing standard.
8. The Act states that where a Tribunal decides that a landlord has failed to comply with a duty to ensure a property meets a repairing standard, the Tribunal “must by order require the landlord to carry out such work”.
9. The Tribunal accordingly determined to make Repairing Standard Enforcement Order as required in terms of Section 24(2) of the Act.

- **Decision**

- A. The Tribunal accordingly determined that the landlord had failed to comply with the duty imposed by Section 14(1)(b) of the Act.
- B. The Tribunal proceeded to make a Repairing Standard Enforcement Order as required by Section 24(1) of the Act which, if the landlord fails to comply with this RSEO, the landlord will have committed an offence liable on a summary conviction to a fine not exceeding Level 3 on the Standard Scale.
- C. The Decision of the Tribunal was unanimous.

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.