

Housing and Property Chamber

First-tier Tribunal for Scotland



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

**STATEMENT OF DECISION OF THE TRIBUNAL
UNDER SECTION 24(1)
OF THE HOUSING (SCOTLAND) ACT 2006**

In connection with

4 David Crescent, Dunfermline, Fife KY11 8HZ ("the House")

The Parties:

Emma Williamson and Christopher Williamson, 4 David Crescent, Dunfermline, Fife KY11 8HZ ("the Tenant")

Claire McDonald and Colin McDonald 6 Telowie Avenue, Burns Beach, Perth, WA 6028, Australia ("the Landlord")

Tribunal Reference number: FTS/HPC/RP/25/1758

DECISION

The Tribunal, having made such enquiries as are fit for the purposes of determining whether the Landlord has complied with the duty imposed by section 14(1)(b) of the Housing (Scotland) Act 2006 (hereinafter "the Act") in relation to the House, and taking account of the evidence led at the inspection and hearing and of the written documentation provided, determined that the Landlord had failed to comply with the duty imposed by section 14(1)(b) of the Act.

Background

By application dated 22 April 2025 (hereinafter referred to as "the Application"), the Tenant 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 Act.

The Application stated that the Tenant considered that the Landlord had failed to comply with the duty to ensure that the House meets the repairing standard and, in particular, that the Landlord had failed to ensure compliance with the following paragraphs of section 13(1) of the Act:

“(a) the house is wind and water tight and in all other respects reasonably fit for human habitation,

(b) the structure and exterior of the house (including drains, gutters and external pipes) are in a reasonable state of repair and in proper working order,

(c) the installations in the house for the supply of water, gas, electricity (including residual current devices) 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...

(d) any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order,

(h) the house meets the tolerable standard.”

The Tenant complained about the shower not working; the garage door not closing properly; an air lock in the boiler; missing roof tiles; water damage to the ceiling; the presence of moss on the roof; a delaminating internal door and the absence of window coverings.

By letter of 18 June 2025, the President of the Tribunal intimated a decision to refer the application under section 23(1) of the Act for determination.

The Tribunal comprised the following members:

John McHugh, Chairperson

Greig Adams, Ordinary (Surveyor) Member.

The Tribunal served Notice of Referral in terms of Paragraph 1 of Schedule 2 to the Act upon the Landlord.

A hearing and inspection were fixed for 28 November 2025.

The Tribunal inspected the House on 28 November 2025. The property was occupied by the Tenant. The Landlord was represented by their letting agent, Martin Urquhart of DJ Alexander.

Following the inspection, the Tribunal held a hearing on the same day at the Vine Centre, Dunfermline. The same persons attended as were at the inspection.

The Tribunal considered the written evidence submitted by the parties.

Submissions at the Hearing

The Tenant's position was that there had been a long history of reporting repairs issues with the Landlord having failed to address the issues within a reasonable time or by using competent tradespeople.

The Tenant accepts that the boiler has been replaced and the airlock issue resolved. There remains a live electrical wire behind the boiler. The Tenant confirmed that the missing roof tile had been replaced and there are no current issues with the roof. The Tenant also confirmed that the garage door had been repaired satisfactorily. The Tenant confirmed that the shower has been replaced and functions appropriately.

The Landlord's position was that it was accepted that the live wire; the delaminating door; the decoration of water stained ceilings; and the missing window coverings required to be addressed.

Summary of the Issues

The issue to be determined is whether the House meets the repairing standard as laid down in section 13 of the Act and whether the Landlord has complied with the duty imposed by section 14(1)(b).

Findings in Fact

The Tribunal confined its inspection to the items of complaint detailed within the Application.

The Tribunal made the following findings in fact:

- 1 The House is a purpose built modern detached house.
- 2 The Tenant has occupied the House since 2021.
- 3 Claire McDonald and the Tenant are the parties to a Private Residential Tenancy Agreement dated 3 and 4 August 2021.
- 4 Claire and Colin McDonald are the registered owners of the House.

- 5 The provisions of Chapter 4 of Part I of the Act apply to the tenancy.
- 6 The Tenant notified the Landlord's representative of the defects in the House which are now the subject of the Application by email dated 24 September 2021.
- 7 The inspection on 28 November 2025 revealed:
 - a. A new boiler has been installed but a loose wire behind it was reported as being live.
 - b. Window blinds are absent in the living room, kitchen and front bedroom.
 - c. There is a water stain on the ceiling of one of the rear bedrooms.
 - d. Some moss has fallen from the roof and was observed in the rear garden and at the side of the house.
 - e. The living room internal door has partly delaminated.
 - f. The bath seal in the main bathroom is split and needs replaced.
 - g. Two of the four main bathroom spotlights are not working.
 - h. In the en suite bathroom, there is extensive mould in the shower area. The floor tiles have missing grout and some are cracked.
 - i. The main bedroom wardrobe has a gap in its floor where it meets the front of the wardrobe.

A schedule of photographs taken at the inspection has been provided to the parties.

Reasons for the Decision

The Tenant complains that when the boiler was replaced, a live electrical wire has been left loose. The Landlord's agent produced an invoice for dealing with the wire in question but, after discussion, it seemed likely that there may be some confusion and that the invoice was for unrelated works. The presence of a live wire is a potential health and safety hazard.

The living room door showed signs of delamination. The Tenant complains that the door jams in warm conditions. This could not be observed at the House's temperature during the inspection. However, there are signs that the door has degraded and is in need of attention.

The Tenant complains that when new windows were installed, the blinds in the kitchen, living room and the front bedroom were not replaced.

The ceilings in the two rear bedrooms are stained from historic water damage. We were only able to inspect one of the rooms but accept the Tenant's evidence that the other is similar.

We consider that all of the above items constitute breaches of the repairing standard and that a Repairing Standard Enforcement Order should be made.

As regards the moss on the roof, we observed moss which had apparently fallen to the ground both at the rear and side of the House. The roof did not appear to be particularly affected by moss and its condition was similar to that of neighbouring properties of the same construction and age. We do not consider the moss issue to be sufficiently serious to constitute a breach of the repairing standard.

As noted above, the remaining issues featuring in the Application had been addressed prior to the inspection.

The Repairing Standard

The Tribunal considers that the House does not meet the repairing standard.

Observations

The Tenant raised various other repairing issues. As these were not included in the Application, we make no formal finding in respect of them. These were:

Exterior decorative lights behind the rear garden wall not working (where the concern is not the functioning of the lights themselves but the general electrical safety concern); that using the cooker causes the ground floor electrics to cut out; that two of the four main bathroom ceiling spotlights are not functioning; the main bathroom bath seal needs replaced; the en suite bathroom floor tiles are missing grouting and cracked after a flood; the en suite bathroom is badly affected by mould and the bedroom wardrobes have a gap in the floor.

The Tribunal noticed an area of the bathroom ceiling showed a thermal anomaly which may suggest that the insulation in the loft above is missing.

The Landlord would be well advised to consider addressing these matters as, otherwise, a further application to the Tribunal might result.

Decision

The Tribunal, considering the terms of section 13(3) of the Act, determined that the Landlord had not failed to comply with the duty imposed by section 14(1)(b) of the Act.

The decision of the Tribunal was unanimous.

Right of Appeal

A landlord, tenant or third party applicant 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 of the 2006 Act

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 day on which the appeal is abandoned or so determined.

J McHugh

John M McHugh
Chairperson

Date: 5 December 2025