



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

**Reference number: FTS/HPC/RP/25/2748**

**Re: 1/L 3 Manor Place, Broughty Ferry, Dundee DD5 2BZ (registered under title number ANG6171) ("Property")**

**The Parties:**

**Laura MacCormick, 1/L 3 Manor Place, Broughty Ferry, Dundee DD5 2BZ ("Tenant")**

**Alan Ewen, 29 Strathyre Avenue, Broughty Ferry, Dundee DD5 3WG ("Landlord")**

**Kirsty Ewen ("Landlord's Representative")**

**Tribunal Members :**

**Joan Devine (Legal Member); David Godfrey (Ordinary Surveyor Member)**

**DECISION**

The Tribunal determined that the Landlord has not failed to comply with the duty imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 ("the Act") in relation to the Property. The Tribunal therefore will not issue a repairing standard enforcement order. The Tribunal's decision is unanimous.

**Background**

1. By application dated 23 June 2025, the Tenant applied to the Tribunal for a determination that the Landlord had failed to comply with their duties under Section 14(1) of the Act.
2. In the application, the Tenant stated that she believed that the Landlord had failed to comply with their duty to ensure that the property met the repairing standard as set out in Sections 13(1) (d) and (h) of the Act. The Application stated that the Landlord had failed to ensure that:
  - Any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order.
  - The house meets the tolerable standard.

3. The Tenant made the following complaints in the application and in the notification communications to the Landlord :
  - The sink kitchen worktop collapsed and the under sink cupboard separated from the worktop, both are rotten.
  - Bath has dropped and the seal splitting resulting in water dripping into the flat below.
  - Floor boards where bath sits are rotten and have disintegrated.
4. The Application was referred to the Tribunal and an inspection and Hearing were fixed for 28 January 2026. The Tenant vacated the Property on 4 August 2025. The Tribunal determined to continue the application under Schedule 2 Paragraph 7(1) of the Act.
5. On 19 January 2026 the Landlord's Representative lodged a written representation in which the Landlord stated that the necessary repairs had been carried out within a reasonable period of the need for repairs being notified.

#### The Inspection

6. The Tribunal inspected the Property on the morning of 28 January 2026. The weather conditions at the time of the inspection were dry and bright. Kirsty Ewen was present at the Property during the inspection. The Property is a first floor flat with 3 bedrooms, living room, bathroom and kitchen. A schedule of photographs taken at the inspection is provided with this Decision.

#### The Hearing

7. The Hearing took place on 28 January 2026 at Endeavour House, Dundee. Neither of the Parties were in attendance. The Tribunal considered the issues raised in the Application. The sink in the kitchen was in place and intact as was the worktop and cupboard below. There was no evidence of rot. The bath was in place as was the surrounding seal. There was no evidence in the bathroom of the floorboards being rotten. There was no evidence of a leak in either the bathroom or the kitchen.

#### The Evidence

8. The evidence before the Tribunal consisted of:
  - 8.1 The Application completed by the Tenant
  - 8.2 The tenancy agreement between the Tenant and the Landlord
  - 8.3 Land Register report relating to the Property
  - 8.4 Notification to the Landlord dated 15 February 2024.
  - 8.5 The written representations lodged on behalf of the Landlord on 19 January 2026
  - 8.6 The Tribunal's inspection of the Property

## Summary of the Issues

9. The issue to be determined was whether the Property meets the repairing standard as set out in Section 13 of the Act and whether the Landlord had complied with the duty imposed on him by Section 14(1)(b).

## Findings in Fact

10. Tribunal made the following findings in fact:
  - 10.1 The tenancy agreement indicates that the Tenant commenced occupation of the Property on 1 April 2023.
  - 10.2 The Tenant vacated the Property on 4 August 2025.
  - 10.3 The tenancy is a tenancy of a house let for human habitation, which does not fall within the exceptions set out in Section 12(1) of the Act. The provisions set out in Chapter 4 of the Act therefore apply.
  - 10.4 The Tribunal in its inspection carefully checked the items which were the subject of the application. Inside the Property the Tribunal observed the following:
    - 10.4.1 The sink in the kitchen, the surrounding worktop and the cupboard below were in place and intact. There was no evidence of rot.
    - 10.4.2 The bath in the bathroom was in place and intact as was the surrounding seal.
    - 10.4.3 There was no evidence of rotten floorboards in the bathroom.
    - 10.4.4 There was no evidence of a leak in the kitchen or bathroom.

## Reasons for Decision

11. Following its inspection and the hearing, the Tribunal determined that the Property does meet the repairing standard as required by Section 13(1) (d) and (h) of the Act.

## Decision

12. The Tribunal determined that the Landlord has not failed to comply with the duty imposed by Section 14(1)(b) of the Act. The Tribunal will not make a repairing standard enforcement order.

## **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.**

**J Devine  
Legal Member  
28 January 2026**