

**Housing and Property Chamber**  
First-tier Tribunal for Scotland



**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**

**Reference number: FTS/HPC/RT/25/1988**

**Re: Property at Foxhole, The Square, Mintlaw, Aberdeenshire, AB42 5EH ("the Property")**

**The Parties:**

**Ms Bhamini Morgan ("the Tenant")**

**Mr Shahid Ali, 8 Woodside Crescent, Mintlaw, Peterhead, Aberdeenshire, AB42 5TE ("the Landlord")**

**Aberdeenshire Council - Private Sector housing Team, Gordon House, Blackhall Road, Inverurie, Aberdeenshire, AB51 3WT ("the Third Party Applicant")**

**Decision**

The First-tier Tribunal for Scotland (Housing and Property Chamber) ("the Tribunal") unanimously determined that the Landlord had failed to comply with the duties imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 ("the Act"). The Tribunal accordingly made a Repairing Standard Enforcement Order ("RSEO") as required by Section 24(2) of the Act.

**Background**

- 1 This is an application under section 22(1A) of the Housing (Scotland) Act 2006 ("the Act") by the Third Party Applicant for a determination that the Landlord has failed to comply with the duties imposed by Section 14(1)(b) of the Act.
- 2 The application stated that the Landlord had failed to comply with the repairing standard for the following reasons:-
  - (i) The external doors were not wind and watertight.
  - (ii) The roof was missing tiles and there was evidence of water ingress in the loft and upstairs hallway.

- (iii) There were plants and vegetation growing in the gutter.
  - (iv) The roof fascia and soffit boards were in poor condition.
  - (v) The external windowsill to the front of the property was in poor condition and crumbling apart.
  - (vi) In the back garden, the wall had a large crack, the paving slabs were uneven and the cement slab covering a utility access point was broken with a temporary wooden cover.
  - (vii) The extension to the rear of the property had condensation in all rooms and black mould. The wooden frame around the window was rotten.
  - (viii) No electrical installation condition report (EICR) or gas safety certificate (GSC) had been produced. The gas meter box door required to be replaced. The central heating controller was not working properly.
  - (ix) In the kitchen, plasterboard had not been replaced in one of the cupboards following a leak and there was evidence of condensation and mould. There was a damp patch on the kitchen ceiling.
  - (x) A bedroom window pane was cracked.
  - (xi) The upstairs banister was loose and insecure.
  - (xii) It could not be confirmed that the smoke detection and carbon monoxide detection in the house had been installed in accordance with current standards.
- 3 The application was therefore referred to the Tribunal for a determination and Notice of Referral was served on the Landlord under Schedule 2, Paragraph 1 of the Act. An inspection was scheduled for 19 December 2025 with a hearing set for later that day. Parties were invited to make written representations in advance of the hearing.
- 4 On 4 December 2025 the Tribunal received written representations from the Landlord which included an EICR. On 10 December 2025 the Landlord submitted a GSC to the Tribunal.

### **The inspection**

- 5 The Tribunal inspected the property at 10.00am on 19<sup>th</sup> December 2025. The Tenant was in attendance and permitted access. Mrs Emma Bain represented the Third Party Applicant. The Landlord did not attend.
- 6 The property is a two storey, semi-detached house built on behalf of the public sector around 60 years ago. There is a single storey rear projection. The

property is in a mainly residential area within the town of Mintlaw, around 28 miles north of Aberdeen City centre.

- 7 The outer walls are of cavity masonry construction, harled externally. The main roof is pitched and slated with a felt covered flat roof over the rear projection. Space heating is provided by a gas fired central heating system with water filled radiators in most areas. The majority of the windows are PVC framed and are double glazed.
- 8 The accommodation comprises on the ground floor: vestibule, hallway, lounge, kitchen within the main building and rear hall, shower apartment with WC and boiler/store room, accessed via separate outside door. On the first floor there is a bathroom and three bedrooms.
- 9 The inspection was restricted to those items within the application paperwork. The inspection commenced in the kitchen. Staining and small areas of peeling paint were observed to the kitchen ceiling. The areas were tested with a Protimeter Surveymaster moisture meter. Reading were found to be normal/green or below 20%. There are two built in cupboards within the kitchen. The corner cupboard was full of stored items and the inspection was restricted to the upper areas. It could be seen that the ceiling had been replaced recently. There were marks to the upper portion of the walls from previous water leakage. These areas were found to have normal moisture content where tested. Below the top fitted shelf, there was moderate mould growth to the plaster surfaces. The walls are "plastered on the hard" i.e. directly on to the masonry and are a relatively cold surface. Moisture meter readings were normal to these areas. The cupboard next to the hall was inspected. There are vents at the lower and upper sections of this cupboard, the lower of which had been sealed over. There was slight mould spotting around the lower vent. Wall surfaces showed normal moisture content where tested.
- 10 The Tenant advised that the central heating control had been replaced and it was working properly.
- 11 Within the rear hall and shower room, there was moderate to heavy mould growth to the walls and ceiling. High moisture reading were observed with the upper areas of the shower room. The shower room had neither mechanical ventilation nor a window. The hall had no ventilation. There was no fixed heating in either area.
- 12 The boiler/store room was inspected. The timber window frame has significant decay. The render to the outer walls was damaged/chipped off around the door opening. It appeared that PVC plates were missing from the edges of the door frame. Internally, high moisture meter readings were observed to the upper areas of the walls.
- 13 The paved area adjacent to the rear door was quite uneven with broken slabs observed. The door to the gas meter box was missing. Within the rear garden,

a piece of MDF was covering a broken concrete inspection chamber cover. The rear boundary wall had a significant crack at the corner near the garages and the short section of wall moved easily when pushed.

- 14 The front and rear roof slopes were viewed from ground level with the aid of binoculars. It appeared that several slates had been replaced recently and that the ridge tiles had been re-pointed. It could be seen that the fascias, soffits and gutters had been replaced recently.
- 15 At the front of the building, it could be seen that the PVC panel adjacent to the front door had been replaced. The concrete sill below the front window had spalled due to corrosion and expansion of the reinforcement and some of the masonry was loose and easily dislodged.
- 16 The flat roof over the rear projection was inspected from the rear bedroom window. The surface appeared intact with no water ponding.
- 17 The first floor landing was inspected. There is a half height partition between the landing area and the staircase. This partition flexed slightly, perhaps by 2 or 3mm at the extreme corner, when moderate pressure was applied. There were faint stains around the loft hatch.
- 18 Smoke alarms were present in the hallway and landing. There was a heat detector in the kitchen and a CO alarm in the boiler/store room. Expiry dates that were visible showed 2030; the alarms all appeared to be the same age.
- 19 Photographs were taken during the inspection and are included in the attached schedule.

### **The hearing**

- 20 The Tribunal held a hearing on 19 December 2025 at 2pm by teleconference. Both Mrs Bain and the Landlord were in attendance.
- 21 The Tribunal took the parties through each section of the application and summarised the findings from the inspection before hearing evidence from the parties. The following is a summary of the key elements of the evidence and is not a verbatim account.

### The external doors

- 22 Mrs Bain acknowledged that the lower right hand panel of the front door had been replaced but the Tenant still felt it was not wind and watertight. The Landlord explained that the panel had been kicked in by a child of the Tenant. It had been repaired and the joiner had confirmed it was wind and watertight. The Landlord would ask the joiner to look at the door to the rear extension. He advised that the rear extension was not designed for habitation and should be used as a shed.

### The roof

- 23 Mrs Bain was aware from discussions with the Tenant that some work had been done to the ridge tiles. The Tenant could not yet confirm that the work had been successful and the property was wind and watertight. There had been previous water ingress through the loft into the upstairs hallway.
- 24 The Landlord confirmed that repairs had been carried out to the roof with tiles replaced. He advised that there was a particular issue with the property in that if the wind blew in a certain direction there could be moisture coming down the chimney. He was happy that the roof was now repaired.

### Plants and vegetation growing in the gutter.

- 25 Mrs Bain confirmed that she was content the gutters have been cleared. The Landlord confirmed this.

### Roof fascia and soffit boards were in poor condition.

- 26 Mrs Bain confirmed that the roof fascia and soffit boards have now been replaced. The Landlord agreed.

### External windowsill to the front of the property

- 27 Mrs Bain noted the windowsill is crumbling which she believes could lead to water ingress if not repaired or replaced. The Landlord advised that his contractor had been out to look at the windowsill and had suggested attempting a repair first before considering replacement. The work had to wait until the weather improves.

### Back garden

- 28 With regard to the wall in the back garden, the Landlord confirmed that this would be repaired once the weather improved. The same applied to the paving slabs and the cement slab covering the utilities access.

### Condensation and mould in rear extension

- 29 Mrs Bain pointed out the condensation and mould in the rear extension which could be due to the lack of heating and lack of extractor fan in the shower room. The Landlord stated that he had provided the Tenant with a dehumidifier but she had refused to use it. He was happy to supply the Tenant with a heater but he could not force her to use it. He would look at installing a radiator and an extractor fan.

### EICR and GSC

- 30 Mrs Bain acknowledged that the Landlord has now provided an EICR and GSC. The Tribunal queried the presence of a C2 observation in the report. The Landlord understood that the work required to remedy the C2 observation

had been completed by the electrician when he carried out the report. The Landlord advised he would check this with the electrician. With regard to the gas meter box, the Landlord advised that he believes this needs to be replaced by the gas supplier. He has asked the Tenant to request this from the gas supplier. The Landlord cannot do so as he is not the bill payer.

#### The kitchen

- 31 Mrs Bain confirmed that the condensation in the cupboard may be due to lack of vents. The Landlord confirmed he could arrange for a joiner to have a look at the issue. Regarding the damp patch on the ceiling, Mrs Bain acknowledged that it appeared from the inspection that this was due to a historic leak from the bathroom.

#### Bedroom window pane

- 32 Mrs Bain confirmed that the window has been fixed. The Landlord agreed.

#### Upstairs banister

- 33 Mrs Bain advised that when she examined the banister during the inspection she felt it wasn't as loose as it had been previously. There was a bit of movement. The Landlord advised that a joiner had looked at the banister and had not found anything wrong with it. There would always be a little bit of movement. The joiner could always look at it again.

#### Smoke and heat detectors

- 34 Mrs Bain confirmed that she had seen alarms in the property during the inspection. The Landlord explained that all of the smoke and heat detectors were installed in 2020 as part of a full electrical rewire. The carbon monoxide detector was also installed at that time. The electrician had confirmed they were functioning correctly in the EICR.
- 35 Both parties were given the opportunity to make closing submissions. Mrs Bain asked if the Landlord could possibly check that the ridge tile repair had been successful. The Landlord pointed out that a lot of the issues had been raised via the local authority and not by the Tenant directly. He was awaiting dry weather before completing the remaining works. He felt the Tenant had to take some responsibility as some of the damage had been caused by her family.

#### **Findings in fact**

- 36 The Landlord and the Tenant entered into a private residential tenancy agreement in respect of the property, which commenced on 19 April 2021.
- 37 The tenancy between the parties is a private residential tenancy as defined by section 1 of the Private Housing (Tenancies) (Scotland) Act 2016.

- 38 The external front door is in a reasonable state of repair so far as can be ascertained from the Tribunal's inspection.
- 39 The external door to the furthest room of the rear extension is not in a reasonable state of repair, nor is the window.
- 40 The Landlord has carried out repairs to the roof. The roof is in a reasonable state of repair so far as can be ascertained from the Tribunal's inspection.
- 41 The gutters have been cleared and are in proper working order. The roof fascia and soffit boards have been replaced and are in a reasonable state of repair.
- 42 The external windowsill to the front of the property is not in a reasonable state of repair.
- 43 The back garden wall has a large crack, is unstable and is not in a reasonable state of repair.
- 44 The paving slabs in the back garden are broken and uneven and not in a reasonable state of repair.
- 45 The cement slab covering the utility access point is broken and is not in a reasonable state of repair.
- 46 The rear extension shower room and adjoining room have condensation and mould.
- 47 There is a current EICR and GSC for the property.
- 48 The central heating controls are in proper working order.
- 49 The gas meter box door is missing and requires to be replaced.
- 50 There is mould and condensation in the corner kitchen cupboard.
- 51 There is no evidence of ongoing water ingress to the kitchen ceiling.
- 52 The upstairs banister/partition is in a reasonable state of repair.
- 53 The property has an interlinked system of fire and smoke alarms and adequate carbon monoxide alarms so far as can be ascertained from the Tribunal's inspection.

#### **Reasons for Decision**

- 54 The Tribunal determined the application having regard to the terms of the application, the written representations from the parties, and the oral evidence and submissions at the hearing. The Tribunal was satisfied having regard to all

of the available evidence that there was sufficient information upon which to reach a fair determination of the application.

- 55 Section 14(1) of the 2006 Act states "*The landlord in a tenancy must ensure that the house meets the repairing standard – (a) at the start of the tenancy, and (b) at all times during the tenancy.*" In terms of Section 3 of the 2006 Act "*The duty imposed by subsection (1)(b) applies only where – (a) the tenant notifies the landlord, or (b) the landlord otherwise becomes aware, that work requires to be carried out for the purposes of complying with it*". The Tribunal is satisfied, having had sight of the Third Party Applicant's letter to the Landlord dated 7 March 2025, that the Third Party Applicant notified the Landlord of the work required prior to making this application to the Tribunal.
- 56 The Tribunal therefore considered whether the Landlord had complied with the duties under section 14(1)(b) of the Act. Based on its findings in fact the Tribunal concluded that he had not.
- 57 The Landlord had conceded during the hearing that many of the works outlined in the application were required and indeed would be underway once the weather improved, particularly the works required in the back garden and to the windowsill at the front of the house. With regard to the rear extension, it was clear from the Tribunal's inspection the extent of the condensation and mould. The Tribunal therefore concluded that further investigation will be required to identify the cause of the moisture and appropriate remedial action, as was also the case with the kitchen cupboard.
- 58 Regarding the gas meter box, the Tribunal was not persuaded that the Landlord is prevented from taking action to repair the exterior box as the external meter box would generally be owned and maintained by the owner. The Tribunal would therefore expect the Landlord to submit evidence in support of his position or alternatively carry out repairs to the box. The Tribunal would also expect the Landlord to submit confirmation from the electrician who completed the EICR that the C2 observation has been addressed.
- 59 The Tribunal therefore concluded that the Landlord had failed to comply with the duties under section 14(1)(b) for the above reasons and in terms of the following provisions of the Act:
- (i) In respect of 13(1)(a), the house is not wind and watertight and in all other respects reasonably fit for human habitation in that the cause of the condensation and mould in the rear extension and kitchen cupboard cannot currently be identified; and
  - (ii) In respect of 13(1)(b), the structure and exterior of the house (including drains, gutters and external pipes) are not in a reasonable state of repair.
- 60 The Act states that where a Tribunal decide that a landlord has failed to comply with their duty in that respect, the Tribunal "*must by order require the landlord*



*to carry out such work as is necessary for the purpose of ensuring that the house concerned meets the repairing standard". The Tribunal accordingly determined to make a Repairing Standard Enforcement Order as required in terms of Section 24(2) of the Act. The Tribunal further determined that an appropriate timescale for the works to be carried out is one month.*

61 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.**

Where such an appeal is made, the effect of the decision and of any order is suspended until the appeal is abandoned or 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 determined.

**R O'Hare**

 **Legal Member/Chair** E Williams

16 January 2026

**Date**