

Housing and Property Chamber
First-tier Tribunal for Scotland



Statement of Decision of the First-tier Tribunal for Scotland (Housing and Property Chamber) (Hereinafter referred to as “the tribunal”) Under Section 24(1) of the Housing (Scotland) Act 2006 (“the Act”)

Case Reference Number: FTS/HPC/RP/25/3312

Re: Flat 1F2, 9 Oxford Street, Edinburgh, EH8 9PH (“the Property”)

The Parties:-

Ms Sanskriti Tripathi, formerly residing at the Property (“the Applicant)

Ms Julie Williams c/o DJ Alexander, 10 Sunnyside, Edinburgh, EH7 5RA (“the landlord”)

Tribunal Members:

Fiona Watson (Chairperson) and Greig Adams (Ordinary (Surveyor) Member)

Decision

The tribunal, having made such enquiries as it saw fit for the purposes of determining whether the landlord has complied with the duty imposed on them by Section 14 (1) (b) of the Housing (Scotland) Act 2006 (“the Act”) in relation to the Property, and taking account of all the available evidence, determines that the landlord has not failed to comply with the said duty. The tribunal’s decision is unanimous.

Background

1. By application dated 2 August 2025, the Applicant applied to the tribunal for a determination that the landlord had failed to comply with their duty under Section 14(1) of the Act.
2. In their application, the Applicant stated that they believed the landlord had failed to comply with their duty to ensure that the house met the repairing standard as set out in sections 13(1) (b), (c) and (h) of the Act.
3. On this basis, the tribunal considered that their complaint was that the landlord had failed to ensure that:
 - (i) 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;
 - (ii) 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;
 - (iii) the house meets the tolerable standard (with specific reference to the requirements for satisfactory provision for natural and artificial lighting, for ventilation and for heating; there being a fixed bath or shower and a wash-hand basin, each provided with a satisfactory supply of both hot and cold water and suitably located within the house; and that it has an effective system for the drainage and disposal of foul and surface water.
4. The Applicant included the following complaints in their application form:
 - (i) The shower did not have adequate water pressure;
 - (ii) Ongoing drainage issues rendering the showering facilities unusable due to the bath backfilling;
 - (iii) Sewage and debris flooding the bath after use of sink and washing machine;
 - (iv) Water leaking into the neighboring property below due from

pipework.

5. On 28 August 2025, a notice of acceptance of the application was issued by a Convener with delegated powers of the Chamber President. An inspection and hearing were arranged for 13 February 2026.
6. Written representations were received from the landlord's agent by email on 17 December 2025. They advised that:
 - (i) The applicant no longer resides at the address and the tenancy ended on 4 September 2025;
 - (ii) The repairs have been completed and there is no outstanding work;
 - (iii) The applicant raised a formal complaint and accepted compensation from the respondent to resolve any inconvenience.
7. By email of 25 December 2026, the Applicant sought to withdraw the application, stating that they had vacated the property and their tenancy ended on 4 September 2025.
8. On 19 January 2026, the tribunal issued a minute of continuation confirming the tribunal's intention to continue with the application. This was on the basis that the application should be determined on public interest grounds due to the nature of the alleged repairs issues and the potential effects for any future tenants/occupiers if the allegations were substantiated.

The inspection

9. The tribunal inspected the house on the morning of 13 February 2026. An employee of the landlord's agent, Martin Urquhart, was present at the inspection. The new tenant was also present and gave access. There was no appearance by or on behalf of the applicant.
10. The Property is a first floor flat in a tenement block. It comprises one bedroom, living room, kitchen, bathroom and hallway.

11. The surveyor member carried out an examination of the water flow through the pipework pertaining to the bath using a thermal camera. No issues were identified. No evidence of water leaks was found. The current tenant confirmed that he had not experienced any issues relating to drainage issues or water leaks since he commenced occupation of the Property.

The Hearing

12. Following the inspection, the tribunal held a hearing at George House, 126 George Street, Edinburgh. Martin Urquhart, employee of the landlord's agent, was present at the hearing.

13. The landlord's agent submitted that following complaints from the applicant in July 2025 regarding issues relating to the drainage, the bath backfilling with what appeared to be sewage, and water leaking into the downstairs property, they had instructed ScotDrain to resolve the drainage issues. ScotDrain attended the property on two occasions in July 2025. The bathroom floor was lifted and tiles had been removed from the bath to enable this work to take place, and these had subsequently been replaced. This had been a communal issue affecting other properties in the block. The Applicant had been offered alternative accommodation by the landlord during this period, but this had been refused by them. All issues complained of were resolved and the Applicant had confirmed that they were happy with the work carried out. Compensation had been agreed between the Applicant and the landlord to reflect the inconvenience caused.

14. The tribunal chairperson explained to the landlord's agent that, while they had provided copies of the contractors reports and email exchanges with the tenant which appeared to show that the issues had been resolved, the tribunal wished to inspect the Property to satisfy itself that there were no outstanding health and safety issues. The tribunal's role was to decide whether the landlord had met the repairing standard at the time of the inspection and hearing.

15. Due to there being emails lodged which suggested that works may have been carried out subsequent to the report lodged and dated 10 July 2025, the landlord's agent was asked to check with ScotDrain as to whether they may have attended at the Property again thereafter, perhaps at the instruction of the homeowners committee. Following the hearing, the landlord's agent produced an email from ScotDrain confirming that that no further works have been carried out at the property by ScotDrain since 10 July 2025. Also produced was an email from the applicant to the agent dated 18 August 2025 which confirmed that there had been "no new backfill issues" since 14 August.

Findings in fact

16. The tribunal made the following findings in fact:

- (i) The Property is owned by the landlord.
- (ii) The landlord is the registered landlord for the Property.
- (iii) The parties entered into a tenancy agreement for the Property which commenced on 22 April 2025 and which ended 4 September 2025.
- (iv) During the Applicant's period of occupation of the Property, there had been issues with drainage and which had caused the bath to backfill with what appeared to be sewage, and water had leaked into the property directly below;
- (v) The landlord's agent had arranged for ScotDrain to attend at the property on two occasions in July 2025 and the drainage issues were identified and resolved.
- (vi) The Applicant confirmed to the agent on 18 August 2025 that she had not experienced any further issues since 14 August 2025;
- (vii) The current occupier of the property has not experienced any issues regarding the Property's drainage;
- (viii) There were no issues pertaining to the drainage identified at the inspection.

Reasons for decision

17. In making its decision, the tribunal carefully considered all of the evidence before it. In doing so, it applied the civil burden of proof, which is the balance of probabilities. The tribunal considered each of the Applicant's complaints as set out in paragraph 4 above. The tribunal took note of the following:

- (i) That the Applicant had confirmed to the agent on 18 August 2025 that she had not experienced any further issues since 14 August 2025;
- (ii) That the homeowners committee had not required to instruct ScotDrain to attend again since they last attended on 10 July 2025;
- (iii) That the Applicant had sought to withdraw the application;
- (iv) That the tribunal found no evidence of any ongoing issues with drainage during the property inspection;
- (v) That the current tenant confirmed that he had not experienced any issues in the Property related to drainage since he took occupation.

18. The tribunal therefore determined that the Property met the repairing standard.

Summary of decision

19. On the basis of all the evidence before it, the tribunal determines that the landlord has not failed to comply with the duty imposed by section 14(1) (b) of the Act.

Rights of Appeal

In terms of section 46 of the Tribunals (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 finally 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 so determined.

F Cook

Legal Member/Chairperson

9 March 2026