

Housing and Property Chamber
First-tier Tribunal for Scotland



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

Statement of Decision: Housing (Scotland) Act 2006 Section 24

Chamber Ref: FTS/HPC/RP/25/1336

Property: 65J Commercial Street, Dundee, DD1 2AA ('The House')

The Parties: -

A&M Letting Services Ltd, 19 Troon Avenue, Dundee, Scotland, DD2 3FP ('the landlord')

Debbie McKay, 65J Commercial Street, Dundee, DD1 2AA ('the tenant')

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ('the tribunal') having made such enquiries as are fit for the purpose of determining whether the landlord has complied with the duty imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 (the "Act") in relation to the house concerned determined that the landlord has failed to comply with the duty imposed by Section 14(1)(b) of the Act.

The decision was unanimous.

The Tribunal consisted of: -

Mary-Claire Kelly, Chairing and Legal Member

Sara Hesp, Ordinary Member (surveyor)

Background

1. By application dated 30 March 2025, the tenant applied to the First-tier Tribunal (Housing and Property Chamber) for a determination of whether the landlord had 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 duty to ensure that the house meets the repairing standard and that the landlord had failed to ensure compliance with section 13(1) of the Act.
3. The application contained copy email correspondence between parties including text and email correspondence.
4. The application and accompanying correspondence specified that the said failure was established as the following work needed to be carried out:
 - *Washing machine needs replaced*
 - *Bathroom ceiling light needs replaced*
 - *2 windows need repaired or replaced – one in living room (left-side) and one in bedroom (left side)*
 - *Hot water boiler needs replaced to increase flow rate of hot water to the kitchen sink, wash-hand basin and bath taps*
 - *Dishwasher need repaired or replaced*
5. Notices of Referral to a Tribunal under section 23(1) of the Act were sent to parties on 12 August 2025.

Hearing and Inspection

6. The Tribunal inspected the house on the morning of 22 January 2026. The tenant who is currently residing in the property was present.
7. Photographs were taken by the Tribunal during the inspection. Copies of the photographs are attached as a schedule to this statement of decision.
8. A hearing took place at Dundee Carers Centre at 11.45 am. The tenant attended in person. Ambra Doldo, Director of A&M Letting Services Ltd attended for the landlord.
9. Ms McKay had submitted a tenancy agreement which commenced on 17 May 2018. The landlord named in the tenancy agreement is Finlayson Gore Ltd. The property was purchased by A&M Letting Services in January 2025. Ms

McKay referred to a rent increase notice dated 11 April 2025 that had been submitted which showed that A&M Letting Services Ltd had sought to increase the rent from £554.40 to £895 with the notice taking effect 5 July 2025. Ms McKay stated that the notice had been referred to the Rent Officer as she disputed that the level of increase was competent. The Rent Officer set the rent at the existing level of £554.40 in accordance with section 26 of the Private Housing (Tenancies)(Scotland) Act 2016. Parties confirmed that since the present application was submitted a notice to leave had been served on the tenant specifying ground 3 (Landlord intends to refurbish) in schedule 3 of the 2016 Act. Ms McKay stated that many of the repairs issues pre-dated the change of ownership however, she had been motivated to raise the issues with the new landlord after it was clear that they intended to increase the rent.

10. The house is a top floor flat within a substantial stone Victorian tenement. The house is within a listed building. A number of other flats within the building are owned by a housing association.
11. At the inspection and hearing the Tribunal considered each of the issues specified in the application.
12. Washing Machine – the Tribunal observed that the washing machine was of considerable age with water pooled in the drum. Ms McKay stated that the washing machine had been there when she moved in in 2018, She stated that as far as she was aware the appliance had last been tested in 2018. She stated that she had not used the washing machine for a considerable time as it did not properly clean clothes. She confirmed that there was a laundry room within the building that was provided by the housing association which she had access to. Ms Doldo stated that the condition of the washing machine was not a concern in the inventory. She stated that the impact of the issue was lessened by the fact that the tenant had use of a laundry room.
13. Bathroom ceiling lights: It was observed that the lights were not working and were of considerable age. Ms McKay stated that she had attempted to replace the broken bulbs in the light fitting but it had not been possible. Ms Doldo accepted that the light fitting required to be repaired or replaced.
14. Living room and bedroom windows: The Tribunal observed that the living room window was loose at the top. There was water marking to the windowsill at the bottom. The Tribunal observed that the bedroom window closing mech-

anism appeared to be loose. Evidence of water ingress on the windowsill was observed. Ms McKay explained that she kept both windows wedged shut. She stated that the windows have been an issue for some time. The tilting mechanisms were not functioning and both windows were loose and prone to allow water ingress in inclement weather.

15. Ms Doldo referred to the home report which she stated rated the windows 3 out of 5 stars which showed that there was not a significant issue with the windows that she was made aware of when the property was purchased.
16. Hot water boiler: The Tribunal observed that the flow of water from the hot water taps in the kitchen and bathroom was much weaker than the cold water flow. Ms McKay explained that she did not switch the hot water immersion heater on as there was no point due to the length of time it took to warm up and the weak flow. She stated that there was an electric shower in the bathroom which she used to wash her hands. She stated that as the dishwasher was not working she relied on boiling the kettle to wash dishes. She stated that water pressure had always been an issue in the flat but she had not previously raised it as she had felt she was getting a good deal in terms of the level of rent.
17. Dishwasher: The Tribunal observed at the inspection that there was a defect in the seal of the dishwasher. There was evidence of previous leakage from the dishwasher onto the adjacent flooring. Ms McKay stated that it was a very old dishwasher. She stated that it had been in the property since 2010 when she previously rented out the property.
18. Ms Doldo stated that the landlord had served a notice to leave as it was their intention to strip out the kitchen and replace it with a new kitchen and appliances. She stated that the landlord also intended to remodel the flat to make a second bedroom. She stated that as it was the landlord's intention to evict the tenant they were reluctant to carry out significant works as those were planned once vacant possession was obtained.

Summary of the issues

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

Findings in fact: -

20. The tribunal find the following facts to be established: -

- a. The tenant occupies the property in terms of a private residential tenancy agreement with a commencement date of 17 May 2018.
- b. The landlord purchased the property with a sitting tenant in January 2025.
- c. Rent payable in terms of the tenancy agreement is £554.40.
- d. The landlord served a rent increase notice on 15 April 2025 seeking to increase the rent charge to £895.
- e. The rent officer refused the increase and fixed the rent at £554.40.
- f. The property is a 1 bedroom top floor flat entered via a communal stair.
- g. The water flow to the hot tap in the kitchen and bathroom does not have adequate water pressure with the result that the tap does not provide hot water within a reasonable period of time.
- h. The tenant uses the electric shower for handwashing in the bathroom.
- i. The tenant boils a kettle for washing dishes in the kitchen.
- j. The ceiling light in the bathroom is not functioning.
- a. The left window in the living room is not in proper working order and is not wind and watertight.
- k. The left window in the bedroom is not in proper working order and is not wind and watertight.
- l. The dishwasher and washing machine are of significant age and not in proper working order.
- m. No current portable appliance testing has been carried out on the dishwasher and washing machine.

Reasons for the Decision

21. Section 13 of the Housing (Scotland) Act 2006 states:

The repairing standard

(1) A house meets the repairing standard if—

(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,

(e) any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they are designed,

(h) the house meets the tolerable standard.

(i) any common parts pertaining to the house can be safely accessed and used,

(j) the house has satisfactory provision for, and safe access to, a food storage area and a food preparation space, and

(k) where the house is in a tenement, common doors are secure and fitted with satisfactory emergency exit locks.

22. The Tribunal determined the application having regard to the bundle of papers which had been available prior to the hearing, the inspection and the oral representations at the hearing.

23. The Tribunal was only able to consider those items which formed part of the intimated application.

24. The Tribunal found Debbie McKay to be credible and accepted her evidence in relation to the impact of the repairs issues on her enjoyment of the property.

25. The Tribunal noted that the landlord accepted that repairs works were required to the kitchen however they sought vacant possession before carrying out works. The Tribunal did not consider that the landlord's intention

- to pursue an order for eviction, which was not a guaranteed outcome, constituted an exemption to their repairing standard duty.
26. The Tribunal observed at the inspection that a repair is required to place the bathroom light in proper working order. That was not disputed by the landlord. The Tribunal determined that section 13(1)(d) of the repairing standard had been breached.
 27. The Tribunal observed that the dishwasher and washing machine were both of significant age. The Tribunal determined that both appliances were not in proper working order. Due to age of the appliances the Tribunal determined that they should be replaced as it was unlikely that a repair would resolve the issues. The Tribunal took into account that no portable appliance testing appeared to have been carried out since the commencement of the tenancy in 2018. The Tribunal did not consider that access to a laundry room in the building provided an exemption to this aspect of the repairing standard. The property had been rented on the basis that there was a washing machine in the property that was fully functioning rather than access to an external laundry within the building. The Tribunal determined that the absence of a functioning washing machine and dishwasher was a breach of section 13(1)(d).
 28. The Tribunal determined that the windows in the living room and bedroom were not in proper working order. The tilting mechanism was not working properly and the handles appeared loose and not fixed in their closed position. There was also evidence of water staining to the windowsills. The Tribunal determined that the condition of the windows was a breach of section 13(1)(a).
 29. The Tribunal observed at the inspection that the flow of water from the taps was weak and did not provide a satisfactory supply of hot water. The Tribunal accepted the tenant's evidence that she relied on the shower and kettle for hot water due to the lack of a satisfactory supply of hot water. The Tribunal determined that the unsatisfactory hot water supply was a breach of section 13(1)(c).
 30. The Tribunal considered that 2 months was a reasonable period for the repairs to be completed and the appropriate documentation submitted.

Observation

31. It was observed at the inspection that the smoke and heat detector in the living room was affixed to the wall which did not appear to be in compliance with Scottish Government regulations on smoke and heat detectors.

32. It was observed that the kitchen flooring near the dishwasher appeared to have been affected by water ingress from the dishwasher.

Decision

The tribunal determined that the Landlord has failed to comply with the duty imposed by section 14(1)(b) of the Act. The tribunal proceeded to make a Repairing Standard Enforcement Order as required by section 24(1).

Right of Appeal

A landlord, tenant or third-party applicant 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.

M C Kelly

Legal Member

Chairperson:

Date: 22 January 2026