



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/25/3368

Re: Property at 82 Fairview Crescent, Aberdeen, AB22 8TL (“the Property”)

The Parties:

Ms Marion Rennie, 17 Roslin Terrace, Aberdeen, AB24 5LJ (“the Landlord”)

Aberdeen City Council, Marischal College, Business Hub 11, Second Floor West, Broad Street, Aberdeen, AB10 1AB (“the Third Party Applicant”)

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) (“the Tribunal”) unanimously determined that the Landlord has complied with the duties imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 (“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) Despite repeated requests from the Third Party Applicant the Landlord had failed to evidence that the oven, microwave, toaster and bedroom heater were in proper working order, the items having failed portable appliance testing.
- 3 The application was referred to a tribunal for a determination and Notice of Referral was served on the Landlord under Schedule 2, Paragraph 1 of the Act. An inspection and hearing was scheduled to take place on 30 March 2026. The Tribunal gave notice of the inspection and hearing to the parties.
- 4 On 3 March 2026 the Tribunal received an email from the Landlord advising that the microwave and toaster had been removed from the property and the

tenant had provided their own. The Landlord advised that the other outstanding repairs were being carried out.

- 5 On 12 March 2026 the Landlord emailed the Tribunal with a copy email from the tenant confirming they had provided their own microwave. The Landlord also provided a copy invoice from K.F. Watson Electrical confirming that a new heater had been supplied and a new cooker switch had been installed.

The inspection

- 6 The inspection took place on 30 March 2026. The tenant of the property was present and allowed access to the tribunal. Neither the Landlord nor the Third Party Applicant were in attendance.
- 7 The tribunal inspected the items listed in the application. The tenant confirmed that she had provided her own microwave and the toaster had been removed from the property. She did not require a toaster. The tribunal inspected the oven and bedroom heater. The heater in the bedroom had been recently replaced and new switch had been fitted in the kitchen to control the oven and hob. Both were now in proper working order as confirmed by the tenant.
- 8 Photographs were taken during the inspection and a schedule is appended to this decision.

The hearing

- 9 The tribunal held a hearing on 30 March 2026 at 11.45am by teleconference.
- 10 The Third Party Applicant was represented by Mrs Reith and Mrs Janssen. The Landlord did not join the call. The tribunal noted that she had been given notice of the hearing, and had been in touch with the tribunal. The tribunal therefore delayed the start time of the hearing for a short period before determining to proceed in the Landlord's absence.
- 11 The tribunal explained what it had viewed during the inspection and ask parties for their comments. Ms Reith confirmed that she was satisfied the items listed in the application had now been addressed by the Landlord based on the documents produced and the findings from the tribunal's inspection, albeit she noted that the Landlord had not provided the documents to the Third Party Applicant directly.

Findings in fact

- 12 The Landlord and the current occupant of the property entered into a private residential tenancy agreement, which commenced on or around 25 April 2023.
- 13 The tenancy between the parties is a private residential tenancy as defined by section 1 of the Private Housing (Tenancies) (Scotland) Act 2016.

- 14 The property was let with a microwave and toaster. Both failed portable appliance testing and have been removed from the property. The tenant now uses her own microwave. The tenant does not require a toaster.
- 15 The bedroom heater has been replaced and is in proper working order.
- 16 The oven has been repaired and is in proper working order.

Reasons for Decision

- 17 The tribunal determined the application having regard to the terms of the application, the written representations from the parties, and the oral evidence 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.
- 18 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.*" Whilst the third party applicant was unable to provide a copy of the tenancy agreement, the tribunal was satisfied based on the tenant's comments at the inspection and the council tax information from the Third Party Applicant that the Landlord let the property to the current occupant and the tenancy between parties is a private residential tenancy. There is therefore a relevant tenancy in place for the purpose of section 14(1) of the 2006 Act.
- 19 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 determined, having had sight of the Third Party Applicant's letter to the Landlord dated 29 May 2025, that the Third Party Applicant notified the Landlord of the work required prior to making this application to the Tribunal.
- 20 The tribunal therefore considered whether the Landlord has complied with the duties under section 14(1)(b) of the Act. Based on its findings in fact the tribunal concluded that the items listed in the application have now been addressed by the Landlord. Whilst the property was let with a microwave and toaster, agreement has been reached between the parties in terms of which the tenant is content to use her own microwave and does not require a toaster. The tribunal determined that the oven and bedroom heater are now in proper working order based on the findings from the inspection and the tenant's comments.
- 21 The tribunal therefore concluded that the Landlord has complied 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)(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; and
- (ii) In terms of section 13(1)(h) the property meets the tolerable standard in that it has satisfactory facilities for the cooking of food within the house.

22 The decision of the tribunal was unanimous.

23 As an observation, the tribunal noted during the inspection that the smoke detector in the hall of the property has become detached from the mounting plate. The tenant stated that this has been reported to the Landlord's letting agent. Whilst this does not form part of the items listed in the application, the tribunal would expect the Landlord to take steps to address this as soon as possible.

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

30 March 2026

Legal Member/Chair

Date