

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

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

**Determination: Housing (Scotland) Act 2006: Sections 26 and 27**

**Chamber Ref: FTS/HPC/RP/25/4577**

**64 Morar Place, Irvine, being the subjects registered in the Land Register of Scotland under Title Number AYR34248 (“the Property”)**

**The Parties:-**

**Linda Thomson (“the Applicant” and “the Tenant”)**

**Alister Meek, CHAP, Michael Lynch Centre, 71 Princes Street, Ardrossan, North Ayrshire, KA22 8DG (“the Applicant’s Representative”)**

**Lindsey Taylor, c/o Lomond Property, 71 Main Street, Prestwick, KA9 1JN (“the Respondent” and “the Landlord”)**

**Lomond Property, 71 Main Street, Prestwick, KA9 1JN (“the Respondent’s Letting Agent”)**

**Tribunal Members:**

**Martin McAllister, Solicitor (Legal Member) and Nicholas Allan, Chartered Surveyor (Ordinary Member) (“the tribunal”)**

**Decision**

**The tribunal determined:**

**(One) that the Landord has failed to maintain the Property to the repairing standard as set out in Section 13 of the Housing (Scotland) Act 2006 and**

**(Two) that a repairing standard enforcement order (RSEO) be made in terms of Section 24 of the Housing (Scotland) Act 2006.**

## **Background**

1. By application dated 17 February 2025, the Applicant applied to the Housing and Property Chamber of the First-tier Tribunal for Scotland for a determination of whether the Landlord has failed to comply with the duties imposed by Section 14 (1) (b) of the Housing (Scotland) Act 2006 as amended (“the 2006 Act”). The application is in terms of Section 22 (1) of the 2006 Act.
2. The application states that the Property does not meet the repairing standard set out Section 13 of the 2006 Act: that the house is not wind and watertight and in all other respects reasonably fit for human habitation; that the structure and exterior of the Property are not in a reasonable state of repair and in proper working order and that fixtures and fittings and appliances provided by the Respondent under the tenancy are not in a reasonable state of repair and proper working order.
3. The application makes specific reference to the following matters:
  - 3.1 Holes in the roof causing water ingress and access to birds to nest in the loft.
  - 3.2 The window frame in the front bedroom is loose and is no longer windtight.
  - 3.3 Water ingress to box room, damage to ceiling and dampness.
  - 3.4 Old boiler which does not function properly.
  - 3.5 Water ingress in the bathroom.
  - 3.6 Loose grab rails in the bath.
  - 3.7 Incorrect sealing at bath causing water leaks to kitchen ceiling.
  - 3.8 Weak plaster in living room and throughout the Property, and a curtain rail in the living room unable to be supported because of this.
  - 3.9 The front external door is not wind and watertight.
  - 3.10 No electrical installation condition report (“EICR”) has been provided to the Applicant.
  - 3.11 No gas safety certificate has been provided to the Applicant
4. On 30 October 2025, a Notice of Acceptance was issued by a legal member of the Tribunal acting under delegated powers of the Chamber President.

## **Property Inspection**

5. The members of the tribunal inspected the Property on 3 March 2026. The Applicant was present. The Respondent was not present.
6. A schedule of photographs, prepared by the Ordinary Member is attached to this Decision.
7. The weather at the time of the inspection was sunny and dry.

## **Findings on Inspection**

8. The Property is an end terraced former Scottish Special Housing Association house. The outer walls are of solid construction under a pitched roof clad externally with concrete tiles. The accommodation comprises, living room, two bedrooms, box room, kitchen and bathroom.
9. In the application, there is reference to a “boiler room” and in this decision and in the schedule of photographs, this is referred to as the “box room.” It is where the gas boiler is situated. It has a window and, although small, could be used as a child’s bedroom. The tribunal concluded that this room is properly part of the living space of the Property.
10. The tribunal inspected the internal and external parts of the Property.
11. The external front door and its frame are constructed of UVPC. The floor at the threshold was found to be damp and there was staining which indicated that there had been water ingress. There was a failed rubber weather seal and a missing weather bar.
12. The plaster in the living room, and elsewhere in the Property, was found to be generally satisfactory. It was noted in the living room that attempts had been made to attach a curtain rail direct to the plasterwork.
13. The window and window frame in the front bedroom was found to be satisfactory but the window sill is unsecured.
14. The grab handle in the bath is loose and is unsafe.
15. The sealing around the bath is unsatisfactory.
16. There is an extractor fan in the bathroom which is not functioning and there is water staining in the bathroom ceiling but no evidence of dampness.
17. There is a window in the bathroom which opens to provide ventilation.
18. The bathroom light is not a sealed unit and is inappropriate for use in a bathroom.
19. A new boiler has been installed in the box room and the Applicant said that it was in satisfactory working order and that there is a portable thermostat control unit which is effective.
20. Pipes and wiring at the boiler are exposed.
21. A carbon monoxide sensor in the box room is functioning.
22. There was evidence of historic water ingress and damage on the box room ceiling. The Tribunal tested the ceiling for dampness but it was found to be dry.

23. When looking at the roof, two birds appeared which did not seem to have flown on to it. The members of the Tribunal determined that they had emerged from the roof space. The Tenant said that there are birds nesting in the loft of the Property and that she had to have someone remove goods which she had stored there.

24. There were smoke alarms in the living room, hall and upper landing, and a heat sensor in the kitchen. These were tested and not all were interconnected.

## Hearing

25. A Hearing was held by teleconference. Neither the Applicant or the Respondent were in attendance. It was noted that the Respondent's Letting Agents were not in attendance, despite notification on the Respondent being delivered to them. The Applicant was represented by Alister Meek of CHAP.

26. It was noted that no tenancy agreement was available to the tribunal.

27. The Ordinary Member set out the findings from the Inspection. He said:

27.1 The external front door has water ingress and that there was a failed rubber weather seal and a missing weather bar.

27.2 The plaster in the Property has not failed and that the issue with the curtain rail would not engage the repairing standard. He said that the matter could be resolved by use of a wooden batten.

27.3 The window and window frame in the front bedroom was found to be satisfactory but the window sill is unsecured.

27.4 The grab handle in the bath is loose and is unsafe.

27.5 The sealing around the bath is unsatisfactory.

27.6 There is an extractor fan in the bathroom which is not functioning and there is water staining in the bathroom ceiling but no evidence of dampness. He said that ventilation to the bathroom is provided by an opening window.

27.7 The bathroom light is not a sealed unit and is inappropriate for use in a bathroom.

27.8 A new boiler has been installed in the box room but pipes and wiring at the boiler are exposed. This has potential safety issues for persons using the room.

27.9 A carbon monoxide sensor in the box room is functioning.

- 27.10 There was no evidence of dampness in the box room ceiling but there was damage which was indicative of previous water ingress.
- 27.11 It appears that birds are accessing the roof space and nesting in the loft.
- 27.12 There were smoke alarms in the living room, hall and upper landing, and a heat sensor in the kitchen. These were tested and not all were interconnected.

## **28. Findings in Fact**

- 28.1 The Applicant and Respondent are parties to a private residential tenancy.
- 28.2 The Property does not meet the repairing standard as set out in the findings from the inspection.

## **Repairing Standard Enforcement Order**

29. The tribunal determined to make a RSEO in the following terms;

The Landlord is required to:

- 1. Produce to the Tribunal a current Gas Safety Certificate for the Property prepared by a suitably qualified gas engineer registered in the Gas Safe Register.**
- 2. Produce to the Tribunal a current Electrical Installation Condition Report for the Property. The Report requires to be prepared by an electrician registered with SELECT, NICEIC NAPIT or other accredited registered scheme who is either employed by a firm that is a member of such accredited scheme or is a self-employed member of such a scheme. The Report requires to confirm that the installation is "satisfactory," has appropriate RCD protection wholly compliant with the repairing standard and has no recommendations in the C1 or 2 category or F1 items for further investigation. It should also include PAT testing in respect of any electrical appliances supplied by the Respondent**
- 3. Replace the bathroom light with one compliant with relevant regulations.**
- 4. Repair or renew the bath to ensure that there is an effective and safe grab rail.**
- 5. Make good the defective sealant around the bath.**

6. **Repair or replace the external front door to ensure that it is wind and watertight.**
7. **Repair or renew the window sill in the front bedroom to ensure that it is secure.**
8. **Take appropriate action to enclose exposed pipes and wiring in the box room to ensure that it can be safely used.**
9. **Ensure that there is no ongoing water ingress to the ceiling in the box room and make good the décor.**
10. **Instruct a roofing contractor to inspect the roof to ensure that there are no access points for birds, take remedial action if there are, and ensure that the roof is sound and not allowing water ingress to the Property.**
11. **Instruct appropriately qualified contractors to safely and appropriately remove any nesting birds from the roof space.**

**The Landlord is required to carry out the work required by the RSEO before 30 April 2026.**

### **Reasons**

30. The tribunal had regard to what it had found at the inspection of the Property.
31. The tribunal had regard to the statutory obligations imposed upon a residential landlord to comply with Scottish Government guidelines with regard to gas safety inspection and certification.
32. The tribunal had concerns about safety aspects in relation to the installation of the boiler and its exposed cables and pipes, and also possible risk to health by the nesting birds in the roof space.

### **Note**

33. The tribunal noted that the Respondent had not engaged with the Tribunal process and had not made representations or attended the hearing. It determined that was appropriate to issue a Direction under Rules 16 and 21 of the First-tier Tribunal for Scotland Housing and Property Chamber (Procedure) Regulations 2017. This would require the Respondent's Letting Agents to provide the residential address of the Respondent and a copy of the tenancy agreement.

**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.

# M McAllister

Martin J. McAllister,  
Solicitor, legal member of  
Tribunal.  
12 March 2026