

Housing and Property Chamber

First-tier Tribunal for Scotland



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

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

Chamber Ref: FTS/HPC/RP/25/2782

1B Aitken Street, Largs, North Ayrshire, KA30 8AT registered in the Land Register of Scotland under title number AYR27078 (“the Property”)

The Parties:-

Ms Carly Dawson, 1B Aitken Street, Largs, North Ayrshire, KA30 8AT (“the Applicant” and “the Tenant.”)

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

Ms June Friel, 3 Anderson Street, Port Glasgow, Inverlyde, PA14 5EP (“the Respondent” and “the Landlord”)

Tribunal Members:

Mr Martin McAllister, Solicitor (Legal Member) and Mr Donald Wooley, 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 26 August 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 (1A) of the 2006 Act.

2. The Applicant and the Respondent are parties to a private residential tenancy agreement.
3. The tenancy commenced on 18 August 2022.
4. The application states that the Property does not meet the repairing standard set out Section 13 of the 2006 Act: that it is not wind and watertight and in all other respects reasonably fit for human habitation, that its structure and exterior are not in a reasonable state of repair and in proper working order, that 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 not in a reasonable state of repair and in proper working order, any fixtures, fittings and appliances provided by the landlord under the tenancy are not in a reasonable state of repair and in proper working order, that any furnishings provided by the Landlord under the tenancy are not capable of being used safely for the purpose for which they are designed and that the Property does not meet the tolerable standard.
5. The application makes specific reference to the following matters:
 - 5.1 An upstairs window has suffered water damage and the hinge is rusted.
 - 5.2 A window sill is water damaged.
 - 5.3 The windows in the upstairs hall are leaking.
 - 5.4 Curtain poles and rods removed during previous repairs require to be replaced.
 - 5.5 The cupboard where the boiler is installed has poorly installed insulation.
 - 5.6 The boiler is unreliable, hot water pressure is low and sometimes hot water is not available.
 - 5.7 There is water ingress at the kitchen ceiling
 - 5.8 There is dampness and a possible leak under the sink.
 - 5.9 Sealant around kitchen furnishings appear to be poorly applied, and is deteriorating and mouldy.
 - 5.10 There is water ingress at the living room windows.
 - 5.11 There are cracks on the exterior of the window.
 - 5.12 The radiator in the living room is not securely attached to the wall.
 - 5.13 The toilet does not flush properly.
 - 5.14 The shower is not securely attached to the wall.
 - 5.15 Tiles in the shower area are broken and falling from the wall.
 - 5.16 The shower curtain rail is in poor condition.
 - 5.17 There is damp and suspected water ingress at the bathroom window.
 - 5.18 There is no source of heating in the bathroom.
 - 5.19 An outside drain often blocks and overflows with human waste.
 - 5.20 The front door fits poorly in its frame, its safety chain has fallen off, there is a dent in the door and a lock is missing.
 - 5.21 The concrete wall in the close is cracked.

- 5.22 There are multiple areas throughout the Property which are poorly plastered and remain undecorated after previous repair work.
 - 5.23 No Electrical Installation Condition Report (“EICR”) is available for the Tenant.
 - 5.24 There is exposed electrical wiring at the top of the stairs.
 - 5.25 The cooker is in poor condition and has rusty hobs.
 - 5.26 The extractor fan does not work and there is no cooker hood.
 - 5.27 There is no upstairs fire alarm.
 - 5.28 A roofing tarp has fallen off the roof.
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- 6. On 8 August 2025, a Notice of Acceptance was issued by a legal member of the Tribunal acting under delegated powers of the Chamber President.

 - 7. On 20 January 2026, the Applicant’s Representative submitted an email to the Tribunal and intimated that some work had been done to the Property. It stated that the kitchen ceiling had been painted with damp proof paint, the toilet and shower had been repaired and were no longer issues, the outside drain had been attended to by Scottish Water, the electrical wire had been fixed at the stairs and fire alarms had been fitted upstairs.

Property Inspection

- 8. The members of the tribunal inspected the Property on 6 February 2026. The Applicant was present.

- 9. A schedule of photographs, prepared by the Ordinary Member, is attached to this Decision and is referred to for its terms.

Findings on Inspection

- 10. The Property is a first and second floor maisonette with shared common stair access located above commercial premises in Largs town centre. The Property was erected more than 100 years ago and the outer walls are of traditional stone and brick construction under a slate mansard style roof. The accommodation comprises of a combined living room/kitchen, two bedrooms and a bathroom.

- 11. The tilt and turn mechanism at the upper landing window was fully operational in both settings when tested. There is evidence of staining on the timber window sill with no evidence of water ingress when inspected.

- 12. There were no curtain poles/rails at the upper floor windows. The Tenant said that they had been removed by the contractor who carried out an insulation improvement scheme and had not been replaced.

- 13. New plasterboard lining has been installed throughout the Property to improve energy efficiency and remains undecorated.

14. There is a water storage/heater in a cupboard situated at the staircase leading to the upper floor. There is insulation below with further insulation on the reverse of the door giving access to the water storage/heater.
15. There is limited flow at the hot water tap in the kitchen which would indicate low water pressure.
16. There are no signs of leakage or defects at the waste disposal pipe below the kitchen sink and the surrounding area was dry.
17. There is a gap between the top of the free standing cooker and the wall.
18. The cooker is old, has some rust around the hobs, but is functional.
19. Immediately above the cooker is a cover concealing a vent.
20. There is no extractor fan in the kitchen.
21. No PAT testing certificate was available in respect of the cooker.
22. No significant areas of defective or missing sealant were noted around kitchen furnishings.
23. There were significant moisture readings at the part of the kitchen ceiling which had recently been painted with damp proof paint.
24. There is evidence of damp staining around the kitchen window but no significant moisture readings when tested.
25. The living room radiator is securely fixed to the wall.
26. Ceramic wall tiles at the shower are loose and poorly secured. The Tenant indicated that the thin vinyl covering over the defective tiles had been installed by her.
27. The bracket securing that shower rail attachment is broken, the rail is poorly secured and there is no fitted shower screen or curtain.
28. Moisture readings taken around the bathroom window proved positive, although there was no evidence of water ingress. The Tenant indicated that the window is often open for ventilation and it is possible that the surrounding damp may be a combination of wind -blown rain when open and/or condensation when closed. There is no permanent heater in the bathroom which may be a contributory factor.
29. The entry door fits the surrounding frame and on the face of the external door panel there is a small dent which is not considered to be structurally significant.

30. The entry door has a functioning mortice lock and an original Yale type lock had been removed. There is no security chain fitted to the door.
31. At the common stairwell, immediately outside the entry door there is a vertical hairline crack affecting the wall plaster which is not considered to be structurally significant.
32. The Tenant was not in possession of a current EICR.
33. There are suitably positioned functional interlinked smoke and heat detectors within the Property which appear to be installed in accordance with current regulations.

Hearing

34. A Hearing was held at Ardeer Community Centre on 6 February 2026. The Respondent was present. The Applicant was not present and was represented by Mr Meek of CHAP.
35. The Ordinary Member set out the findings from the Inspection.
36. The Respondent said that she has instructed certain works to be carried out to the Property. She said that two window sills were to be replaced and a new cooker installed. The Respondent said that she has also instructed a new Yale type lock to be fitted.
37. The Respondent said that some two or three years previously, she had participated in a grant assisted scheme whereby a contractor upgraded the insulation in the Property and also installed heaters. The Respondent said that she instructed the contractor and was responsible for payment. She said that some of the cost was met from a grant and that she paid the shortfall.
38. It was pointed out to the Respondent that the new plasterwork installed as part of the insulation upgrading remains undecorated. The Respondent said that she had not been in the property for many years.
39. The Respondent said that she had a current EICR and produced it for examination. Subsequent to the hearing, the Respondent submitted a copy of it to the Tribunal. It was pointed out to the Respondent that the EICR disclosed that there were insufficient residual current devices (RCDs) in the Property and she said that she would speak to her electrician about the matter.

Discussion and Determination

40. In terms of Section 14 of the 2006 Act, a landlord is required to maintain a tenanted property to the repairing standard at all times during the tenancy.

41. The tribunal determined that there were certain matters contained in the application which were not borne out by the findings on inspection and there were other matters which did not engage the Landlord's obligations under the repairing standard.
42. The dent in the front door, a missing door chain, a hairline crack in the close wall, the lack of an extractor fan in the kitchen and a gap between the cooker and the wall do not engage the obligation to maintain the Property to the repairing standard.
43. It was accepted by the Respondent that she had instructed a contractor to carry out works to improve the energy efficiency of the Property. As a consequence of those works, there had been considerable replastering and curtain rails/rods had been removed. No decoration had been carried out after these works.
44. Whilst an EICR had been produced, it stated that "Some circuits aren't RCD protected" and "No RCD protection on this consumer unit."
45. The tribunal determined that, in a number of issues, the Respondent has failed to maintain the Property to the repairing standard and that it is appropriate to make a RSEO.
46. The Respondent is required to do the following:
- 46.1 Reinstate curtain rails and rods which were removed to facilitate the energy efficiency works.**
 - 46.2 Redecorate those areas of the Property which had been plastered during the energy efficiency works.**
 - 46.3 Investigate the water ingress to the kitchen ceiling and undertake works necessary to eradicate it, and thereafter reinstate the décor.**
 - 46.4 Ensure that there is a reliable supply of hot water and that there is sufficient pressure to the kitchen tap.**
 - 46.5 Repair or renew the tiling at the shower.**
 - 46.6 Repair or renew the shower curtain rail and supply a shower curtain or install a shower screen.**
 - 46.7 Renew the Yale type lock at the entry door of the Property.**
 - 46.8 Produce 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 the Cooker.**

47. The Landlord is required to carry out the work required by the RSEO before 15 April 2026.

Reasons

48. The tribunal had regard to what it had found at the inspection of the Property and the evidence at the Hearing.

49. The tribunal had regard to the statutory obligations imposed upon a residential landlord to ensure that properties meet the repairing standard throughout tenancies.

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.

Martin J. McAllister,
Solicitor, legal member of the First-tier
Tribunal for Scotland.
16 February 2026