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 2006 Act")

Reference number: FTS/HPC/RP/26/0647

Land Register Title No: DMB2125

Re: Property at 12G Glenacre Road, Carbrain, Cumbernauld, G67 2NY ("the Property")

The Parties:

Mr King Wa Yeung ("the Tenant")

Mr Raymond Caldwell, c/o Property Angels, 14 Main Street, Bothwell G71 8DS ("the Landlord")

Tribunal Members:

Sarah O'Neill (Legal Member) 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 it by Section 14 (1) (b) of the Housing (Scotland) Act 2006 ("the 2006 Act") in relation to the house, and taking account of all the available evidence, determines that the landlord has failed to comply with the said duty. The tribunal therefore issues a Repairing Standard Enforcement Order. The tribunal's decision is unanimous.

Background

1. By application received on 10 February 2026, the tenant applied to the tribunal for a determination that the landlord had failed to comply with his duty under Section 14(1) of the Act.

2. In his application, the tenant stated that he believed the landlord had failed to comply with his duty to ensure that the house met the repairing standard as set out in section 13(1) (a), (b), (c), (d) (h) and (j) of the 2006 Act. His application stated that the landlord had failed to ensure that:

   (a) the house is wind and watertight 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 and electricity (including residual current devices) 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
   (h) the house meets the tolerable standard in the following respects:
      - it has an interlinked system of fire and smoke alarms and adequate carbon monoxide alarms
      - in the case of a house having a supply of electricity, complies with the relevant requirements in relation to the electrical installation for the purposes of that supply
      - it has satisfactory facilities for the cooking of food within the house
      - it is substantially free from rising or penetrating damp;
      - it has satisfactory thermal insulation;
      - it has 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
   (j) the house has satisfactory provision for, and safe access to, a food storage area and a food preparation space

3. The tenant made the following complaints in his application form:

   1) the kitchen stove panel is broken and collapsing
   2) defective ceiling lights
   3) non-compliant fitting (electrical)
   4) dilapidated, insecure, broken kitchen units
   5) defective, broken and disjointed floor coverings and tiles
   6) inadequate and defective space heating
   7) defective and draughty windows
   8) mould in all rooms, and on the bathroom floor and ceiling
   9) decayed and rotten timber bath surrounds
   10) cracked bathtub
   11) defective components to cooker with missing control switch

12) electricity supply trips when oven switched on

4. Further information was received from the tenant on 12 and 26 February 2026.

5. On 20 April 2026, 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 23 September 2026.

6. The parties were invited to submit written representations no later than 1 September 2026.

7. The application papers and notification of the inspection and hearing were sent to the landlord by recorded delivery, but were returned by Royal Mail. The papers were then sent to the landlord's letting agent, Property Angels.

8. Written representations were received from the tenant's representative on 27 August 2026.

9. The tribunal issued a direction to the landlord on 8 September 2026. This required the landlord to provide the following, by 18 September 2026:

    1) an up to date Electrical Installation Condition Report (EICR) for the house produced by a suitably qualified and registered contractor, together with a Portable Appliance Test (PAT) certificate, showing that all electrical installations, appliances and fixtures and fittings, supplied by the landlord within the house, including all lighting, electrical fittings and sockets, the electric cooker and any electrical heating appliances within the property, have been checked and are in satisfactory condition.

    2) an up to date gas safety certificate in respect of the house by a Gas Safe registered engineer, showing that all gas installations and appliances within the house, including the boiler, hot water and any gas heating system, had been checked and are working safely.

    3) Details of any remedial works which have been carried out at the property since the tenant's application was made, together with supporting evidence.

10. A response to the direction was received from Property Angels on behalf of the landlord on 17 September 2026.

The inspection

11. The tribunal inspected the house on the morning of 22 September 2026. The weather conditions at the time of the tribunal's inspection were dry and bright. The tenant was present and allowed the tribunal access for the inspection. His representative, Ms Anne McStravick of Coatbridge Citizens Advice Bureau and Ms Siu Ying Tervit, Cantonese interpreter for the tenant, were also present. The landlord was not present or represented at the inspection.

12. Photographs were taken during the inspection. These are attached as a schedule to this decision.

The house

13. The house comprises a 3-bedroom residential flat located on the top floor of a 4-storey purpose built block of flats assumed to be constructed sometime between 1965-1975. There is a flat roof surmounting the building.

The hearing

14. Following the inspection, the tribunal held a hearing at Glasgow Tribunals Centre, York Street, Glasgow.

15. The tenant was present at the hearing and was represented by Ms McStravick. Ms Tervit was also present and interpreted for the tenant. The landlord was not present or represented. The tribunal was satisfied that the requirements of rule 24 (1) of Schedule 1 to the First Tier Tribunal for Scotland (Housing and Property Chamber) (Procedure) Regulations 2017 regarding the giving of reasonable notice of the date and time of a hearing had been duly complied with. The tribunal therefore proceeded with the hearing in the absence of the landlord.

The evidence

16. The evidence before the tribunal consisted of:

- The application form submitted by the tenant.
- Notification email from Douglas McCulloch, Environmental Health Officer, North Lanarkshire Council to the landlord regarding the outstanding repairs issues, dated 13 November 2025.
- Email correspondence between the tenant and Mr McCulloch including photographs of the house dated between 20 August and 17 November 2025.

- Various email and text message correspondence between the tenant and Property Angels dated between 22 September 2023 and 26 November 2025.
- Copy private residential tenancy agreement between the parties which commenced on 18 January 2022.
- Registers Direct copy of Land Register title DMB2125 relating to the house.
- Landlord registration details relating to the house.
- Electrical Installation Condition Report (EICR) in respect of the house produced by TL Electrical Service dated 27 September 2022.
- PAT test certificate by Gas Assured Scotland in respect of the fridge freezer at the house only dated 16 September 2026.
- Energy Performance Certificate (EPC) for the house dated 12 January 2023.
- Written representations received from the tenant's representative on 27 August 2026.
- Written representations received from the landlord's representative on 17 September 2026.
- The tribunal's inspection of the house.
- The tenant's oral representations at the hearing.

Summary of the issues

17. The issue to be determined was whether the house meets the repairing standard as set out in Section 13 of the Act, and whether the landlord has complied with the duty imposed by section 14 (1) (b).

Findings in fact

18. The landlord is the owner and registered landlord of the house.

19. The parties entered into a private residential tenancy relating to the house, which commenced on 18 January 2022.

20. The tenant and Mr McCulloch notified the landlord of the required repairs on various occasions between 22 September 2023 and 11 November 2025.

21. At its inspection, the tribunal carefully checked the items which were the subject of the complaint. The tribunal observed the following:

    a) The worktop was sagging and unsupported with water damage evident around the kitchen sink (see photographs 7-9 of the attached photograph schedule).

b) The kitchen units were dilapidated and in poor condition. Some components were broken and collapsing (see photographs 10-11).
c) The kitchen ceiling lights had been repaired and were operational, as confirmed by the tenant (see photograph 34).
d) The “non-compliant fittings”, including loose electrical face plates, had been repaired.
e) The floor tiles in the kitchen were in poor condition. Numerous cracked and damaged floor tiles were noted, including isolated parts where tripping hazards were evident coinciding with areas of missing parts of tiles (see photograph 12).
f) In the bathroom, there were missing areas of laminate floor covering, a collapsed section abutting the WC and the floor covering was patently defective (photograph 14).
g) The laminate floor covering within the rear bedroom was negatively affected by the original poor installation (lack of effective staggering of joints), open header joints were noted and the veneer at the perimeter of numerous planks had worn through (photographs 19 and 20).
h) Laminate floor coverings in the remaining areas were also noted to be impacted by the decorative top wear layer (veneer) being worn through, peeling back and damaged as a result of thermal movement, physical friction and moisture exposure.
i) There are electric fixed heaters provided within the house, which the tenant confirmed were operational. A number of heaters were noted to be impaired by the close proximity of furniture (photographs 36 and 37).
j) The left-hand kitchen window was noted to be impaired with the “tilt” and “turn” mechanisms operated at the same time resulting in only one hinge holding the window when attempting to open and creating a safety risk (photograph 26).
k) Whilst it appeared that re-sealing of the internal sill at the base of the rear bedroom window had taken place, externally there was noted to be timber panelling below the window which is defective and timber decayed with noticeable voids evident and defective sealant, allowing moisture pathways and potentially affecting wind and watertightness (photographs 5,6 and 24).
l) Several of the double glazed window units were misted between the panes, including those in the living room and rear bedroom (photographs 23 and 25).
m) Heavy mould contamination was evident within the house. This was most prominent on the bathroom and rear bedroom ceilings. Various measurements were recorded regarding the environmental conditions prevalent within the house in order to assess any “active” condensation. Extensive mould contamination was observed within the bathroom and rear bedroom (photographs 27and 29).

n) The surface temperature of both the rear bedroom and bathroom ceilings was below dewpoint by 1.7^{0}C, i.e. active condensation was occurring at the time of the inspection with condensate forming (photographs 28 and 30).
o) Within the rear bedroom ceiling, there was an improved thermal resistance at underlying timber joists with a corresponding direct correlation to the lack of mould directly below each joist. The surface temperatures recorded was considered to be relatively low to the mould contaminated areas (photograph 30).
p) There is no mechanical extract system serving the bathroom.
q) Within the kitchen, it appeared that there was a reliance on a recirculating cooker hood with carbon fibre filter (photograph 32).
r) There was a lack of apparent trickle ventilation to the windows throughout the property.
s) The bath had notably dropped by approximately an inch with silicon sealants at the bath to wall junction completely open and defective (photograph 15).
t) The bath panel was damaged and cracked (photograph 17).
u) On moving the damaged/split bath panel, there was evidence of water escape affecting the timber flooring. Quantitative moisture meter readings were obtained which evidenced that the timbers were beyond fibre saturation point and had been compromised from the onset of timber decay (photographs,16 and 18).
v) An interlinked smoke and heat detection system had recently been installed within the house (photograph 33).
w) There was a missing control knob to the bottom left of the kitchen hob (photograph 35).

Reasons for decision

22. 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 tenant's complaints in turn, as set out below.

1. Kitchen stove panel

4. Dilapidated, insecure, broken kitchen units

23. The tribunal considered these two complaints together. The tribunal observed during its inspection that the worktop was sagging and unsupported with water damage evident around the kitchen sink. The kitchen units were dilapidated and in poor condition. Some components were broken and collapsing.

24. The landlord is clearly aware of these issues: a quote dated 9 January 2026 for among other things, removal of the kitchen units and replacement with a new kitchen had been submitted by Property Angels on behalf of the landlord. The tribunal determines that the kitchen units as a whole, including the worktop around the sink, were not in a reasonable state of repair and in proper working order at the time of its inspection.

2. Defective ceiling lights

3. Non-compliant fitting (electrical)

25. During the tribunal's inspection, the tenant confirmed that the ceiling lights referred to, which were located in the kitchen, had been repaired and were operational. The tenant also confirmed that the 'non-compliant fittings", which included loose electrical face plates, had been repaired.

26. The tribunal therefore determined that the ceiling lights and fittings complained about were in a reasonable state of repair and in proper working order at the time of its inspection.

5. Defective, broken and disjointed floor coverings and tiles

27. During its inspection, the tribunal observed that the floor tiles in the kitchen were in poor condition. Numerous cracked and damaged floor tiles were noted, including isolated parts where tripping hazards were evident coinciding with areas of missing parts of tiles.

28. The tribunal also observed that the laminate floor covering within the rear bedroom was negatively affected by the original poor installation (lack of effective staggering of joints), open header joints were noted and the veneer at the perimeter of numerous planks had worn through.

29. The tribunal also observed that the bathroom floor was in an extremely poor state of repair. There were missing areas of laminate floor covering, a collapsed section abutting the WC and the floor covering was patently defective. On moving the damaged/split bath panel, there was evidence of water escape affecting the timber flooring. Quantitative moisture meter readings were obtained which evidenced that the timbers were beyond fibre saturation point and had been compromised from the onset of timber decay.

30. The extent of timber decay affecting the joists or floating floor framework was unable to be ascertained without further disruptive inspection.

31. The bathroom flooring is not fit for purpose and there is an immediate concern relating to the safety of the floor. The tribunal emphasised to the tenant at the hearing that the flooring in the bathroom is currently unsafe, especially around the WC. Until this is repaired, the occupants of the house should be very careful to minimise usage of the bathroom.

32. Laminate floor coverings in the remaining rooms were also observed to be impacted by the decorative top wear layer (veneer) being worn through, peeling back and damaged as a result of thermal movement, physical friction and moisture exposure.

33. Again, the quote dated 9 January 2026 which was submitted on behalf of the landlord included the replacement of all floor coverings, as well as stripping out an replacing the bathroom floor and sub floor.

34. The tribunal determines that the flooring throughout the house is not in a reasonable state of repair and in proper working order, and is unsafe in places.

6. Inadequate and defective space heating

35. The tribunal observed during its inspection that there are electric fixed heaters provided within the house, which the tenant confirmed were operational. The tenant said that this complaint had not been made by him, but had been identified as an issue by Mr McCulloch of North Lanarkshire Council.

36. The tribunal notes that the electric heaters are individually and manually controlled. The existing provision is expected to be capable of maintaining a temperature of 21ºC in at least one room and 18ºC elsewhere, when the outside temperature is minus 1ºC. A number of heaters were noted to be impaired by the close proximity of furniture. This may be the reason why the heating might not be felt to be warming the house adequately. It is suggested that the tenant may wish to consider moving the furniture concerned to an alternative location.

37. The tribunal determines that the installations for space heating by a fixed heating system and heating water are in a reasonable state of repair and in proper working order.

7. Defective and draughty windows

38. The tribunal was aware that various repairs had previously been completed by the landlord to the windows, including replacement of handles and window gasket to the living room, re-sealing and repairs to the timber lintel of the central bedroom, re-sealing of the internal sill to the rear bedroom and replacement of a double-glazed unit to the front bedroom. An invoice was submitted to the tribunal by Property Angels evidencing these works prior to the inspection.

39. During its inspection, the tribunal observed that the left-hand kitchen window was impaired with the “tilt” and “turn” mechanisms operated at the same time resulting in only one hinge holding the window when attempting to open and creating a safety risk.

40. The tenant had also complained of water ingress at the base of the rear bedroom window. Whilst it appeared that re-sealing of the internal sill has taken place, externally there was noted to be timber panelling below the window which is defective and timber decayed with noticeable voids evident and defective sealant, allowing moisture pathways and potentially affecting wind and watertightness.

41. In their written representations of 17 September 2026 on behalf of the landlord, Property Angels noted that the external cladding is causing damp and mould within the property. They stated that the property factor is responsible for instructing repairs and had instructed a surveyor to attend the property and inspect the external cladding. The surveyor will assess the issue and provide a report outlining any works that may be required. The tribunal notes that a quote for replacement of the cladding was included in the quote dated 9 January 2026 submitted on behalf of the landlord. However, this issue appears only to have been reported to the property factor as recently as 3 September 2026.

42. The tribunal notes that in terms of section 15(1) of the 2006 Act, where a house forms part only of any premises, the reference in section 13(1) (b) to the house includes reference to any part of the premises which the owner of the house is responsible for maintaining (solely or in common with others) by virtue of ownership, any real burden or otherwise. The landlord is responsible for ensuring that the external cladding, being part of the structure and exterior, is in a reasonable state of repair and in proper working order.

43. The tribunal also observed at its inspection that several of the double glazed window units were misted between the panes, including those in the living room and rear bedroom.

44. The tribunal therefore determined that the left-hand kitchen window was not in a reasonable state of repair and in proper working order. The rear bedroom window and a number of the other double glazed units within the house were not wind and watertight. The external cladding is not in a reasonable state of repair and in proper working order, and requires to be replaced.

8. Mould in all rooms, and on the bathroom floor and ceiling

45. The tribunal observed heavy mould contamination within the house at its inspection. This was most prominent on the bathroom and rear bedroom ceilings. Various measurements were recorded regarding the environmental conditions prevalent at the house in order to assess any "active" condensation.

46. The surface temperature of both the rear bedroom and bathroom ceilings was below dewpoint by 1.7^0C, i.e. active condensation was occurring at the time of the inspection with condensate forming.

47. The tribunal also observed during its inspection that there is no mechanical extract system serving the bathroom. Within the kitchen, it appeared that there was a reliance on a recirculating cooker hood with carbon fibre filter. There was also a lack of apparent trickle ventilation to the windows throughout the property.

48. Within the bedroom ceiling, there was an improved thermal resistance at underlying timber joists with a corresponding direct correlation to the lack of mould directly below each joist. The surface temperatures recorded was considered to be relatively low to the mould contaminated areas. The EPC for the house dated 12 January 2023 details the "poor" energy efficiency of the flat roof and the recommended measure to provide further insulation to these parts.

49. A further issue causing an increased moisture load within the house is the ongoing water escape within the bathroom with various elements retaining unacceptable levels of moisture such as within the bathroom floor. The increased moisture load increases the risk of mould contamination.

50. In the expert opinion of the ordinary (surveyor) member of the tribunal, the cause of mould contamination is resultant from primarily i) insufficient insulation within the ceiling, ii) inadequate trickle ventilation and mechanical extract ventilation within the house and iii) the increased moisture load arising from the ongoing water escape within the bathroom.

51. The tribunal determined that the house, particularly the bathroom and the rear bedroom, was not wind and watertight at the time of the its inspection.

9. Decayed and rotten timber bath surrounds
10. Cracked bathtub

52. During its inspection, the tribunal observed that the bath had notably dropped by approximately an inch, with silicon sealants at the bath to wall junction completely open and defective. The bath panel was damaged and cracked. Both of these issues had resulted from the extensive water damage to the floor, as described above.

53. The tribunal determined that neither the bath surrounds nor the bathtub were in a reasonable state of repair and in proper working order at the time of its inspection.

11. defective components to cooker with missing control switch
12. electricity supply trips when oven switched on

54. The tribunal observed during its inspection that there was a missing control knob to the bottom left of the kitchen hob. The tenant told the tribunal that he had removed this himself. When that ring was turned on, the electricity supply tripped. He had therefore removed the knob to ensure that no-one in the house forgot and turned this ring on.

55. The Electrical Installation Condition Report (EICR) in respect of the house dated 27 September 2022 stated that the electrical installation was in a safe and satisfactory condition at that time. The EICR stated that the contractor who produced it was registered with the NICEIC. On enquiring with the NICEIC, however, the tribunal has received confirmation that the contractor was not in fact registered with them at the time when the EICR was produced. The landlord has produced no other evidence to demonstrate that the EICR was produced by a skilled person suitably competent in such work, as required in terms of the Scottish Government Statutory Guidance On Electrical Installations And Appliances In Private Rented Property.

56. The landlord's agent had submitted an electrician's invoice dated 27 February 2026, which stated that "electrics tripping" had been checked. It appears, however, that the tenant is still experiencing this issue.

57. The tribunal determined that on the balance of probabilities the electrical installation and the kitchen hob were not in a reasonable state of repair and in proper working order at the time of its inspection.

Other issues raised in the application

58. In his application, the tenant raised several aspects of the repairing standard which did not directly relate to any of the specific complaints set out above. These are discussed in turn below.

1. Smoke and heat detectors

59. The tenant had ticked the box on the application form for this issue, which had been notified by Mr McCulloch to the landlord. The tribunal observed during its inspection that an interlinked smoke and heat detection system had been installed within the house, The tenant confirmed at the hearing that this had been installed a few months ago. An electrician's invoice dated 27 February 2026 which had been submitted by the landlord confirmed that an Aico LD2 heat and smoke detection system had been installed in the house.

60. The tribunal determined that the smoke and heat detection system within the house had been installed in accordance with the current Scottish Government guidance and therefore met the repairing standard.

2.Lack of satisfactory thermal insulation

61. The tenant had ticked the box on the application form for this issue. The EPC dated 12 January 2023 notes that the walls within the property are reasonably well insulated. The EPC also notes the "poor" energy efficiency of the flat roof and recommends measures to provide further insulation to these parts. As noted above, the tribunal therefore considers that there is insufficient insulation within the ceiling. The tribunal therefore determines that the house does not meet the tolerable standard in this respect.

3. Lack of satisfactory provision for, and safe access to, a food storage area and a food preparation space

62. The tenant had ticked the box on the application form for this issue. It is assumed that this relates to the poor condition of the kitchen units and worktop. This is dealt with elsewhere in this decision.

63. As regards this specific complaint, there was at least a cubic metre of storage space available suitable for keeping food products at room

temperature, in or adjacent to the food preparation area, and separate from storage for cleaning products or close to drainage (therefore excluding the space under the kitchen sink). As such the requirements relating to food storage were met.

64. There were worktops or tables available for the preparation of food, a conveniently located sink with an adequate supply of hot and cold water and convenient access to a fridge, cooker and food storage spaces. The requirements for the appropriate space for the preparation of food were therefore met.

65. The food preparation space was set out to allow it to be used safely with regards food preparation areas being separated from sanitary facilities, there being at least 300mm of worktop space between the cooker and sink wet areas, it being possible to move between the cooker and sink adequately, the cooker being located so that it can be used without being knocked or jostled by people coming into or leaving the food preparation area and there was access to an electrical supply for appliances etc. The setting out of the food preparation space allowed the area to be used safely.

Observation by the tribunal

66. At the hearing, the tenant mentioned that there was a broken washing machine which had been provided by the landlord, which had not been removed from the house. The tenant had bought a new washing machine himself. He had asked the landlord to remove the old machine, but it was still in the property.

67. The tribunal was unable to make a decision on this complaint, as it did not form part of the tenant's application. The tribunal observes, however, that as the washing machine was provided by the landlord, it might be expected that he would remove it from the house.

Issues raised by the landlord

68. The tribunal notes that in its written representations on behalf of the landlord, Property Angels states that both it and the landlord "fully acknowledge the concerns raised regarding the condition of the property and are actively working to identify a practical and sustainable solution". It is also stated that contractors have attended the property to assess the required works and have provided quotations for these.

69. The submission goes on to state that the landlord is not currently in a financial position to undertake all of the works simultaneously. It states that this should not be interpreted as a refusal to address the issues, and

that “We are actively exploring all available options, including prioritising urgent works, considering whether works can be completed on a phased basis, obtaining alternative quotations and assessing other practical and financially achievable solutions.”

70. The tribunal notes that the landlord has been aware of the issues complained about for some time and that quotes for works were obtained more than 8 months prior to the inspection and hearing. It is the landlord’s responsibility to ensure that the house meets the repairing standard at all times throughout the tenancy, regardless of his financial position. The property is in a very poor condition in some respects, as detailed in this decision, and a number of health and safety issues are apparent. The bathroom in particular is currently in a dangerous state, and remedial works are urgently required.

71. Property Angels also note that the rent payable by the tenant is comparatively low for a property in the area. This is however irrelevant to the landlord’s duty to ensure that the house meets the repairing standard.

72. There are also references in the submission to issues with obtaining access to the house to carry out repairs. While the tribunal would expect the tenant to provide access for any works to be carried out, little specific detail is provided about the access issues referred to. There is also no indication that the landlord has made an application to the tribunal for assistance in exercising his right of entry to carry out repairs. There is accordingly no substantive evidence before the tribunal to suggest that the landlord’s failure to comply with the repairing standard duty occurred only because the landlord lacked necessary rights (of access or otherwise) despite having taken reasonable steps for the purposes of acquiring those rights, in terms of section 16(4) of the 2006 Act.

Summary of decision

73. On the basis of all the evidence before it, the tribunal determined that the landlord had failed to comply with the duty imposed by section 14(1) (b) of the Act. In particular, the landlord has failed to ensure that the house meets the repairing standard in that: 1) the house is not wind and watertight and otherwise reasonable fit for human habitation, 2) the structure and exterior of the house is not in a reasonable state of repair and in proper working order, 3) the installations in the house for the supply of electricity are not in a reasonable state of repair and in proper working order, 4) some fixtures, fittings and appliances provided by the landlord under the tenancy are not in a reasonable state of repair and in proper working order, and 5) the house does not meet the tolerable standard in some respects.

74. The tribunal therefore makes a Repairing Standard Enforcement Order (RSEO) as required by section 24 (2) of the Act.

75. 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.

76. 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.

S O'Neill

Signed……Date 8 October 2026
Sarah O'Neill, Chairperson