Housing and Property Chamber
First-tier Tribunal for Scotland

**Decision with Statement of Reasons of the First-tier Tribunal for Scotland (Housing and Property Chamber) in terms of Section 24(1) of the Housing (Scotland) Act 2006 ("the 2006 Act")**

**Reference number: FTS/HPC/RP/25/5554**

**Re: 5 Balgersho Farm Cottages, Coupar Angus, PH13 9JE ("the Property")**

**Title Number: PTH55325**

**The Parties:**
**Miss Donna McCash ("the Tenant")**
**Balgersho Farms Limited ("the Landlords")**

**Tribunal Members :**

**Alastair Houston (Legal Member); Robert Buchan (Ordinary Surveyor Member)**

**Decision**

The Tribunal determined that 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 Property in that the Property meets the Repairing Standard in respect of Section 13(1)(b) and (h) of the 2006 Act and that a repairing standard enforcement order should not be made. The decision is unanimous.

## 1. Background

1.1 This is an application dated 22 December 2025 whereby the Tenant sought a determination that the Landlords had failed to comply with their duties under section 14 of the 2006 Act. In particular, the Tenant alleged that the Property did not meet the following requirements under the 2006 Act:-

- *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; and*
- *the house meets the tolerable standard.*

1.2 The Tenant complained that the kitchen of the Property was subject to penetrating dampness and mould growth and that the Landlord had failed to take adequate steps to remedy this. Copies of emails between the parties concerning these

issues accompanied the application along with a copy of the written tenancy agreement.

1.3 The application was accepted by the Tribunal and a notice of acceptance dated 20 April 2026 issued. An inspection and hearing was fixed for 11 September 2026 which was intimated to the parties by post.

**2. The Inspection**

2.1 The inspection of the Property was to take place on 3 September 2026. Mr Morris of the Landlord attended as did his representative, Ms Fenton, letting agent. The Tenant was not home at the time the inspection was due to take place.

2.2 The Tribunal were able to contact the Tenant by telephone. She advised that she was en route to Perth for the hearing. She had been unaware that an inspection would take place in advance of the hearing. She suffered from mental ill health and did not feel able to cope with returning home to facilitate access for an inspection she had not prepared for.

2.3 As access could not be gained, the Tribunal was limited to inspecting the exterior of the Property. Given that the Landlord's representative had attended, the Tribunal requested that she bring a copy of the report by Richardson & Starling, referred to in the Landlord's representations, to the Hearing later that morning.

**3. The Hearing**

3.1 The hearing took place at Inveralmond Business Centre on 11 September 2026. The Tenant attended with an advocacy worker, Miss Robertson of Independent Advocacy. Mr Morris, director of the Landlord, attended together with the Landlord's representative, Ms Fenton.

3.2 The Tribunal first raised the issue of the failure to provide access for an inspection with the Tenant. She advised that she had not received written notice of the inspection and hearing. She had been told of the hearing over the telephone having contacted the Tribunal to obtain an update of the application. Due to her mental health issues, she was unable to provide access for an inspection she was not expecting. She had no issue with the Tribunal accepting a copy of the Richardson & Starling report provided by the Landlord.

3.3 The Tenant's advocacy worker then read out a statement from the Tenant. A copy of the statement was also lodged for the Tribunal's reference. Largely, the Tenant's issues were the length of time it was taking for repairs to be carried out. The Landlord had previously made a right of entry application and the Tenant had understood that the Tribunal had required repairs be carried out within 14 days of their reporting. There were outstanding repairs required to the shower and toilet bowl in the bathroom. The Tenant was also aggrieved by the attendance of Ms Fenton at the Property as, due to a deterioration in their relationship, she had requested that any inspections needed be carried out by another member of staff. Most importantly, the Tenant confirmed that the repairs to the kitchen had been completed around two months ago and there were no longer any observable issues

with dampness or mould growth. She advised that she believed an area of the wall had been removed during repairs but the splashback at the sink she was expecting was not installed.

3.4 The Landlord's representative confirmed that two inspections took place by Richardson & Starling, timber and damp specialists, in October 2025 and February 2026. A reinspection was necessary as the appliances in the kitchen were running and the area behind them could not be inspected. There was a delay in arranging a reinspection due to coordinating all parties' availability. The reinspection took place on 5 February 2025 and certain work recommendations were made by Richardson & Starling for which a quote was then provided, which is attached to the report. The scope of the works did slightly change however, the Landlord acted on the recommendations of Richardson & Starling. To Ms Fenton's knowledge, the entire length of the exterior wall within the kitchen had been stripped back although she had not inspected the work since its completion due to the breakdown of the relationship with the Tenant.

## 4. Findings In Fact

4.1 The tenancy between the landlords and the tenant was ongoing at the time of the application being made and the inspection and hearing.

4.2 The Tenant reported issues with dampness and mould growth within the kitchen of the Property on 22 August 2025.

4.3 Richardson & Starling were instructed by the Landlord to inspect the Property. Inspections were carried out on 20 October 2025 and 5 February 2026.

4.4 The mould growth within the kitchen was reported by Richardson and Starling to be a result of condensation forming, in part, due to an uninsulated exterior wall.

4.5 Richardson & Starling provided a quotation for the required works on 23 March 2026. These works included the stripping of wall linings, cleaning of wall surfaces with mould wash, installation of insulation and replastering. This work was instructed by the Landlord by way of acceptance of the quotation dated 6 April 2026.

4.6 The instructed works were completed by July 2026. As at 11 September 2026, the kitchen within the Property was not subject to any form of dampness and mould growth.

## 5. Reasons For Decision

5.1 The Tenant had raised a number of issues at the Hearing around delays in having other repairs completed as well as perceived difficulties in her relationship with the Landlord's representative, Ms Fenton. The Tribunal is restricted in considering the matters raised within the application form, being dampness within the kitchen, and considering those matters as at 11 September 2026.

5.2 The Tribunal was unable to inspect the Property for the reasons discussed above. It therefore required to determine the matter based on what was said at the Hearing. The Landlord's representative provided a copy of an expert report and invoice which set out the works which had been instructed. The Tenant confirmed there were no longer issues with dampness and mould growth within the kitchen.

5.2 As the Tribunal has not found there to be a breach on the part of the Landlord in terms of sections 13 and 14 of the 2006 Act, there is no basis to make an RSEO. The Tribunal makes no comment as to whether there was any breach of repairing duties in the past, nor whether there are outstanding repairs required to the Property relating to matters not raised in this application.

**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.**

A Houston

**Legal Member**
**22 September 2026**