

Housing and Property Chamber

First-tier Tribunal for Scotland



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

STATEMENT OF DECISION: in terms of Section 24 (1) of the Housing (Scotland) Act 2006 (“the 2006 Act”) in respect of an application under Section 22 of the Act

Chamber Ref: FTS/HPC/RP/26/0743

Re: Property at 63, North Lodge Wynd, Glasgow, G33 4BG registered in the Registers of Scotland under Title Number GLA249463 (“the Property”)

The Parties:

Ms. Stacey Hunt residing at the Property (“the Tenant”)

and

SFH OPCO Limited c/o Alter Domus (UK) Limited 10th Floor, 30 St Mary Axe, London EC3A 8BF, (“the Landlord”)

Tribunal Members:

Karen Moore (Chairperson) and Andrew McFarlane (Ordinary and Surveyor Member)

Decision of the Tribunal

The Tribunal determined that the Landlord has failed to comply with the duty imposed on them by Section 14(1)(b) of the 2006 Act in that the Property does not meet the Repairing Standard in respect of Sections 13 (1) (a) and 13(1) (b) of the 2006 Act.

Background

1. By application received on 14 February 2026, ("the Application"), the Tenant of the Property applied to the First-tier Tribunal for Scotland (Housing & Property Chamber) for a determination that the Landlord had failed to comply with the duty imposed on them by Section 14(1)(b) of the Act in that the Property does not meet the Repairing Standard in respect of Sections 13(1)(a) and 13(1)(b) of the Act. The Application comprised a copy of the tenancy agreement between the Tenant and the Landlord, copy screen shots and email correspondence between the Tenant and the Landlord's Property Manager, Casa by Moda, regarding the condition of the rear garden at the Property and copy photographs which showed the rear garden to be in a poor condition and waterlogged.
2. The Application was referred to the Tribunal. An Inspection of the Property and a Hearing were fixed for 4 September 2026 and intimated to the Parties.

Inspection and Hearing

3. The Inspection of the matters complained of in the Application took place at the Property on 4 September 2026 at 10.00 am. The Tenant was present. The Landlord was not present and was not represented.
4. The Tribunal inspected the Property in respect of Sections 13(1)(a) and 13(1)(b) Section 13(1)(h) of the Act in respect of the rear garden. A Schedule of Photographs taken at the Inspection was prepared and is annexed hereto.

5. At the Inspection, the Tenant pointed out areas where she had reseed the grass in an attempt to have the garden area usable.
6. The Hearing took place on 4 September 2026 at 11.45 am at the Glasgow Tribunal Centre. The Tenant, Ms. Hunt, was present and accompanied by her aunt as a supporter. The Landlord was not present or represented.
7. Ms. Hunt explained to the Tribunal that her tenancy began on 18 September 2025 and that by mid-October 2025 she had noticed that the rear garden was not draining and water was pooling. She explained that her reason for taking the tenancy was that the garden was ideal for her son who has health issues. She explained that the rent for the Property is twice that of her previous tenancy and so she was extremely disappointed that the garden was in a poor condition.
8. Ms. Hunt explained that she contacted the Landlord's agents on numerous occasions to no avail and the garden has continued to deteriorate. Ms. Hunt stated that the Landlord's agents simply stated that the Landlord would not be doing any garden work. She explained further that she arranged for a gardener to dig out the edges of the lawn to try to drain the area and reseeded the lawn but neither has made a difference.
9. Ms. Hunt confirmed that there is no water ingress into the house.

Findings of Fact

10. The Tribunal's findings in fact were made from the Application, the Inspection and the Hearing:
 - i) The Property is an end terraced house within development of houses built around 2024 all of which appear to be owned by SFH PROPRCO 1 Limited and leased to the Landlord;
 - ii) The Property has a large garden to the rear enclosed with a wooden fence;

- iii) The rear garden is waterlogged and unusable.

Application of the Housing (Scotland) Act 2006 (“the 2006 Act”)

11. The Application complains that the Landlord has failed to ensure that the Property meets the Repairing Standard at Sections 13 (1) (a) and 13 (1) (b) of the 2006 Act and so has failed to comply with the duty placed on them by Section 14 of the 2006 Act.
12. Section 13 (1) of the 2006 Act provides *“A house meets the repairing standard if (a) the house is wind and water tight and in all other respects reasonably fit for human habitation (and) (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.”*
13. Section 194 of the 2006 Act defines a “house” as *“any living accommodation which is, or which is capable of being, occupied as a separate dwelling (other than a mobile home or any other living accommodation which is not a building), and includes (i) any part of the living accommodation (including its structure and exterior) which is, and any common facilities relating to it which are, owned in common with others, and (ii) any yard, garden, garage, out-house or other area or structure which is, or which is capable of being, occupied or enjoyed together with the living accommodation (solely or in common with others),”*
14. Section 14 of the 2006 Act provides that *“(1) 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. (2) The duty imposed by subsection (1) includes a duty to make good any damage caused by carrying out any work for the purposes of complying with the duty in that subsection. (3) 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. (4) The landlord complies with the duty imposed by subsection*

(1)(b) only if any work which requires to be carried out for the purposes of complying with that duty is completed within a reasonable time of the landlord being notified by the tenant, or otherwise becoming aware, that the work is required.”

15. The Tribunal is satisfied that the Property is a “house” as defined by the 2006 Act, that the rear garden is part of the house, that the Repairing Standard applies to the garden as part of the house, that the Tenant of the house notified the Landlord of work to be carried out to meet the Repairing Standard and that the Landlord did not carry out that the work and so failed to comply with their duty in terms of Section 14 of the 2006 Act.

Decision of the Tribunal and reasons for the decision.

16. The Tribunal’s decision is based on the Application with supporting documents, the Inspection, and the Hearing and with regard to the definition of the Tolerable Standard.
17. In respect of the complaint in terms of Section 13 (1) (a) of the 2006 Act, the Tribunal determined that, as the rear garden holds water and therefore is not capable of being used as might be reasonably expected it is not reasonably fit for human habitation, the Landlord has failed to comply with the duty imposed by Section 14 (1) (b) of the Act.
18. In respect of the complaint in terms of Section 13 (1) (b) of the 2006 Act the Tribunal determined that, as the rear garden is waterlogged and does not drain properly, the Landlord has failed to comply with the duty imposed by Section 14 (1) (b) of the Act.
19. The decision is unanimous.

Repairing Standard Enforcement Order (RSEO)

20. Having determined that the Landlords have failed to comply with the duty imposed by section 14(1) (b), the Tribunal proceeded to make an RSEO as required by Section 24 (1) of the Act.

Appeal

21. 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.

Signed

K KMoore

Karen Moore, Chairperson
2026

4 September