



Statement of Decision of the Housing and Property Chamber of the First-tier Tribunal for Scotland under Section 26 (1) of the Housing (Scotland) Act 2006

Chamber Reference number: FTS/HPC/RP/26/0888

Re: Property at 2 Glen Row, Glen Estate, Innerleithen, Borders EH44 6PX (“the Property”)

Sasine Description: ALL and WHOLE the terraced dwellinghouse 2 Glen Row, Glen Estate, Innerleithen, in the Parish of Traquair and County of Peebles, being part of the subjects disposed by Disposition by Colin Christopher Paget Tennant, Baron Glenconner, in favour of The Trustees under a Settlement by himself and others, recorded in the Division of the General Register of Sasines applicable to the County of Peebles 14 January 1993

The Parties:

Mr Jules Bradbury, sometime 2 Glen Row, Glen Estate, Innerleithen EH44 6PX (“the Tenant”)

The Trustees of Glen Settlement, Glen House, Glen Estate, Innerleithen EH44 6PX (“the Landlords”)

**Tribunal Members: George Clark, Legal Member
Greig Adams, Ordinary (Surveyor) Member**

Decision

The First-tier Tribunal for Scotland Housing and Property Chamber, having made such enquiries as it saw fit for the purposes of determining whether the Landlords have complied with the duty imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 determined that the Landlords have failed to comply with that duty and that it would make a Repairing Standard Enforcement Order.

Background

1. On 27 January 2026, the Tenant applied to the Housing and Property Chamber of the First-tier Tribunal for Scotland (“the Tribunal”) for a determination of whether the Landlords had failed to comply with the duties imposed by Section 14 (1)(b) of the Housing (Scotland) Act 2006 (“the Act”).

2. The Tenant contended that remedial work (external and internal) was required to address penetrating damp and its cause along the south wall of the Property, that a proper drain should be installed at the foot of the external downpipe adjacent to the garden door, that clearance was required to the linear surface channel along the length of the access path serving the south side of the Property, that insulation and other improvements to thermal efficiency, notably doors, floors and windows, should be undertaken, that a fixed heating system should be installed, that repair and maintenance were required to all exterior woodwork and windows, that the plaster on the north kitchen wall was degraded and contaminated and that a standard-sized domestic electric oven should be supplied to replace the one that was there at the start of the tenancy.
3. On 7 July 2026, the Tenant advised the Tribunal that he had vacated the Property. The Landlords then advised the Tribunal that an offer to buy had been received from someone whose intention was to reside in the Property. The Landlords' view was that the application should be abandoned by the Tribunal. The Tribunal noted, however, that missives for the sale of the Property had not yet been concluded and that the offer was entirely conditional on the purchaser obtaining a suitable mortgage offer. There was, therefore, no certainty that the sale would proceed and, in any event, no certainty that the proposed purchaser or, if that transaction did not proceed, the ultimate purchaser would not decide to make the Property available for rent. The Tribunal decided, therefore, that it would continue to determine the application, as the items of disrepair referred to in the application, and in particular, the presence of damp, could, if established, constitute a health and safety risk to any future tenant.

The Inspection

4. The Tribunal Members inspected the Property on the morning of 10 September 2026 and were admitted by Mr Bill Staempfli, for Glen Settlement, who was accompanied by Mr Calum Chrystal of Rettie & Co, letting agents, Edinburgh.
5. An Inspection Summary and Schedule of Photographs, taken at the Inspection, is attached to and forms part of this Statement of Decision.
6. The findings of the Inspection are summarised below:

(i) Dampness

As part of a review of the dampness complaint, a "qualitative assessment" utilising a Moisture Profiling technique providing a sub-surface/at depth moisture reading to the individual areas of concern raised within the Property was carried out. The use of qualitative assessment is a non-disruptive technique and does not provide the true moisture content, rather the relative measurement compared to the other readings. Typically, a known dry area of wall is utilised to provide a reference reading which then allows a direct comparison to be drawn with readings obtained from other areas. The moisture profiling technique obtains moisture readings at regular intervals.

The internal moisture sensor detects moisture to a depth of approximately 19mm (0.75"). The actual depth will vary depending

upon the amount of moisture, the material under test, surface roughness, and other factors. Pinless measurement readings are 'relative' scaled (0~1000) whilst the LED display provides a traffic light colour dependent on the reading obtained, with readings of most concern provided with a red coloured backscreen colour.

A "quantitative assessment" was also undertaken utilising the pin-mode of the moisture meter. Such meters are calibrated to timber and provide the true moisture content of any timbers tested. This method of moisture assessment is to be preferred over "qualitative" assessment given that it provides the true moisture content.

Elevated moisture readings were evident within the Ground Floor to the following areas:

- Living Room – rear wall at low levels (visible staining also evident) and at the rear left corner at low level.
- Front Room (Bedroom/Dining Room) – at rear right corner at low level.
- Kitchen – front wall at low levels.

(ii) Rainwater Collection System

The rear downpipe adjacent to the external door does not appear to have been fitted to any soakaway or underground drainage system, however, this is a longstanding matter since the original construction of the Property. Over the rear elevation, there were also noticeable defective areas of mortar pointing adjacent to the rear downpipe.

(iii) External Joinery

External decoration to joinery elements was noted to be deteriorated generally, with isolated areas of flaking and defective paint noted. Small areas of minor and isolated timber decay were evident such as to the external face of the rear external door at low level, at the base of external door doorstops and at the rear dormer such as to the sill. Glazing putties were in areas cracked whilst at the Living Room window there was an area of missing glazing putty evident to the upper sash which is likely to impact on weathertightness.

(iv) Heating Provision

There is a wood-burning stove present within the Living Room which is the sole heating provision within the Property. The absence of a fixed central heating system combined with problems associated with distributing the heat generated from a single wood burning stove to other parts of the property is problematic given the cellular layout which extends over two floors.

The Hearing

7. Following the Inspection, a Hearing was held by means of a telephone conference call, which was attended by Mr Staempfli and Mr Chrystal.

8. The surveyor Member of the Tribunal summarised the findings of the Inspection.
9. The Landlords told the Tribunal that they were not disputing the findings of the Inspection but the Property is no longer on the Landlord Register and they were confident that the new purchaser will provide confirmation that she will be occupying the Property herself. The Landlords had proposed upgrading the heating and carrying out works on the south wall.

Reasons for Decision

10. A landlord has a duty under Section 14(1)(b) of the Act, to ensure that the Property meets the Repairing Standard at all times during the tenancy. Section 24(2) of the Act provides that, where the Tribunal decides that a landlord has failed to comply with that duty, it must, by Repairing Standard Enforcement Order, require the landlord to carry out such work as is necessary for ensuring the Property meets the Repairing Standard and must specify the period within which the work required by the Order must be completed.
11. The Tribunal noted that missives for the sale of the Property had not yet been concluded and that the offer was entirely conditional on the purchaser obtaining a suitable mortgage offer.
12. The Tribunal did not consider that the issues regarding the downpipe or the external joinery merited a Repairing Standard Enforcement Order, although the Tribunal would expect the Landlords to attend to the missing glazing putty at the living room window. The dampness problems highlighted in the Inspection Summary and the absence of adequate space heating provision do, however, constitute failures to comply with the Repairing Standard. Accordingly, the Tribunal decided to make a Repairing Standard Enforcement Order in respect of the Property.
13. The Tribunal accepted that the intention is to sell the Property and that an offer has been received, and also noted the statement by Mr Staempfli that the new purchaser intends to live in the Property herself. As, however, that transaction has not as yet gone through, the Tribunal's view was that it must make a Repairing Standard Enforcement Order to protect against the possibility that the next owner would ultimately decide to put the Property on the rental market. The Tribunal recognised, however, the more likely prospect was that the Property would become owner-occupied and also the potential difficulty in obtaining the services of local tradesmen towards the end of the year, so the Tribunal decided that it would allow an extended period for the works in the RSEO to be carried out. If a new purchaser provides the Tribunal with evidence that they are living in the Property as their principal residence, they can ask the Tribunal to revoke the Order as being no longer necessary.
14. The Tribunal's Decision was unanimous.

GEORGE CLARK