Housing and Property Chamber
First-tier Tribunal for Scotland

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

Tribunal reference: FTS/HPC/RP/26/3648

Property: Beach Bridge Cottage, Isle of Mull PA70 6HE ("the Property")

Parties:

Ms Tiarna Taylor and Mr Wayne Cooke, both of Beach Bridge Cottage, Isle of Mull PA70 6HE ("the Tenants")

Blackmead Nature Services Limited, incorporated under the Companies Acts (08791092) and having their registered office at c/o Foresight Group LLP, The Shard, 32 London Bridge Street, London SE1 9SG ("the Landlords")

Tribunal Members: George Clark (Legal Member/Chair) and Andrew McFarlane (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 not failed to comply with that duty.

Background

1. On 6 August 2026, the Tenants 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 Tenants complaint was that the Property suffers from severe damp issues and condensation. Issues are coming up from the floor, and the family are now all in the living room, The Property does not, therefore, meet the requirement of the repairing standard that it should be substantially free from rising or penetrating damp. They also contended that the Property does not meet the repairing standard requirement that 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. They stated that the Landlords have failed to fully carry out the recommendations of a survey report by West Highland Timber Preservation dated 31 July 2026 in that, whilst they are installing some fans and vents, they have omitted critical roof void and attic measures. Specifically, they have refused to fit tile vents in the roof, to draw air to the vented ridge, and to fit ducts connected to the fans or to lay proper attic insulation, there being unopened insulation material in the attic space. The Landlords have also failed to resolve the subfloor and damp issues properly. The surveyor highlighted that the solum does not come up high enough compared to the ground level, posing a severe penetrating damp risk in winter, when water can run into the solum. The Landlords are also refusing to replace carpets, even though mould is coming up through them from the floor beneath, and have blamed the Tenants for storage instead of addressing the structural subfloor movement and lack of floor insulation.

3. The Tenants stated that these issues were affecting their health and that of their son, who has health conditions that are severely exacerbated by the damp and mould.

4. The Tenants supplied a copy of a Private Residential Tenancy Agreement between the Parties commencing on 9 January 2026 at a rent of £800 per month, copies of a very large number of emails between them and the Landlords' letting agents, Bidwells, and photographs showing apparent mould at the lower bedframe area and the edge of a bed base, dark spotting beneath a carpet and on a mattress and on fabric items. They also provided photographs of a rainwater downpipe which terminates above the ground rather than being connected to the underground drain/gully and of standing water and waterlogged ground along the side of the Property and staining/biological growth along the lower external wall. They also later provided a copy of a message from the letting agents of 15 September 2026, which advised them that a contractor could attend the Property on 18/19 September 2026 to carry out the works proposed by the Landlords. As it was to be disruptive across several rooms, the letting agents said that they were able to offer alternative accommodation during the works period and were exploring options. The proposed works would be the installation of four Passyfier vents, one in the living room and one in each bedroom, the installation of humidity-tracking fans, and two roof vent tiles in the kitchen and bathroom, the installation of rolled insulation in the attic and reconnection of the kitchen downpipe to the drain. The Tenants' response was that, due to their son's health conditions, they were unable to accommodate last-minute upheaval and needed plenty of notice.

5. On 16 September 2026, the Tenants submitted a report from Pure Maintenance UK following an inspection on 7 September 2026, instructed by the Tenants. It did not identify significant damp or elevated moisture readings within the bedrooms, bathroom or kitchen, but did find elevated moisture readings within the chimney stack/chimney breast in the living room. There was also evidence of leakage or moisture ingress in the subfloor void around the soil pipe below the bathroom, Externally, the only noticeable defect was the lack of drainage for the downpipe, which might be a cause of water ingress. The report also noted that some areas of the loft would benefit from additional insulation and that

improved ventilation should help increase airflow through the loft space and reduce the potential for moisture accumulation and condensation. Elevated internal humidity levels should be monitored and managed, and items of furniture should be kept slightly away from external walls to allow air circulation. It also recommended mould remediation once the underlying moisture issues within the chimney breast and the soil pipe have been addressed.

6. On 24 September 2026, Turcan Connell, solicitors, Edinburgh, provided the Tribunal with written representations on behalf of the Landlords. The Landlords denied that the Property fails to meet the repairing standard. It is currently in good condition and was in such condition internally and externally at the outset of the tenancy. The Landlords were first notified of the matters complained of on 15 July 2026. It had not been straightforward for them to obtain an inspection and to secure tradespeople, given the remote island location. They had obtained a report from West Highland Timber Preservation dated 31 July 2026, a copy of which was provided. This was shared with the Tenants on the same day and the Landlords agreed to carry out the recommended work, but the Tenants applied to the Tribunal on 6 August 2026. The application was notified to the Landlords on 4 September 2026. Prior to that notification, the Landlords had sought to arrange a date for the works to be undertaken, but the Tenants had requested that this be done after 7 September 2026 as they were having their own inspection done. The report from West Highland Timber Preservation dated 31 July 2026 concluded that a lack of ventilation was a factor in the condensation issue, and the Landlords have proposed works to assist with the remediation of that issue. These are the works set out in Paragraph 4 of this Decision. On receipt of the report by Pure Maintenance UK instructed by the Tenants, the proposed works were adjusted to include investigation and repair of the leak in the soil vent pipe and an inspection of the chimney. The representations stated that the Landlords have not refused to undertake the works recommended by their contractor. They have agreed to carry out works and investigations and are presently liaising with the Tenants to agree a suitable date.

The Inspection

7. The Tribunal Members inspected the Property on the morning of 5 October 2026 and were admitted by the Tenants. The Landlords' representatives, Mr Kerr Lawton and Ms Una Sinclair of Bidwells, Fort William, also attended the Inspection.

8. A Property Inspection Summary and Schedule of Photographs, prepared by the Ordinary/surveyor Member of the Tribunal, is attached to and forms part of this Statement of Decision.

The Hearing

9. Following the Inspection, a Hearing was held by means of a telephone conference call on the afternoon of 6 October 2026, which was attended by the Tenants and by Mr Lawton on behalf of the Landlords, who were represented by Mr Paul Forrester-Smith of Turcan Connell, Solicitors, Edinburgh.

10. The Tribunal advised the Tenants that it was not able to consider issues regarding the provision of alternative accommodation and that its remit was to determine whether the Property fails to meet the repairing standard with regard to the issues included in the application.

11. The Ordinary/surveyor Member of the Tribunal summarised the findings of the Inspection. The Parties confirmed that they were content that the Inspection had been sufficiently comprehensive.

12. Mr Forrester-Smith told the Tribunal that the Landlords have taken a number of steps to address the Tenants' complaints. The Tenants had stated that they did not want any work to be done before they had their own report and the Landlords had respected that request. The Landlords are doing everything they can and the work is now scheduled, but they did not accept that the Property presently fails to meet the repairing standard.

13. The Tenants stated that they had a DNA test which proved the existence of a toxic hazard and contended that they are living in an F-rated, DNA-proved toxic property.

Reasons for Decision

14. The papers in this case run to more than 200 pages. Although it not practicable to set out details of every adminicle of evidence, the Tribunal, in arriving at its Decision, took into consideration all the evidence, written and oral, before it.

15. 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.

16. The function of the Tribunal is to determine whether, in respect of the complaints within the application, the Property failed to meet the repairing standard at the date of its Inspection. The findings of that Inspection were that no evidence of rising or penetrating damp was found in the occupiable areas of the Property and there were no signs of mould growth in the areas where this would be expected. There were no signs of condensation, and the only mould found was on a dismantled bed frame. There were no signs of dampness, condensation or mould growth in the roof void and, although the concrete to the solum beneath the front bedroom floor was observed to be damp, there was no standing water visible and there was no staining or other signs of dampness or condensation observed on the floor structure. Externally, no signs of potential sources of damp penetration were observed other than in connection with the rear downpipe serving the gutters on the rear roof slope. This was not connected to the underground drainage.

17. On the basis of its Inspection, the Tribunal was unable to conclude that the Property fails to meet the repairing standard. There is no evidence of penetrating or rising damp, condensation or mould in the fabric of the Property.

18. The Tribunal observed the absence of trickle vents in the windows but that all the windows have substantial sections which can be opened and closed for

ventilation. The Tribunal accepted that this might not be an ideal situation in bad weather but was satisfied that they meet the repairing standard. The Tribunal also included in the final paragraphs of the Inspection Summary and Schedule of Photographs a number of observations that it understands will be attended to as part of the proposed works.

19. The Tribunal's Decision was unanimous.

G Clark

_____ **Legal Member** **16 October 2026**