Housing and Property Chamber
First-tier Tribunal for Scotland

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

Decision and Statement of Reasons: Housing (Scotland) Act 2006 Section 24

Chamber Ref: FTS/HPC/RT/25/4563

Title no: ANG50243

Property at 15B City Road, Brechin, Angus DD9 6DN ("The Property")

The Parties:

Ms Amanda Lonie ("the Tenant")

Executors of the Estate of Mrs Joan Margaret Lyon, 89 Wheatfield Crescent, Shiregreen, Sheffield, South Yorkshire, S5 0JG ("the Landlord")

Angus Council, Angus House, Orchardbank Business Park, Forfar, DD8 1AN ("the Third Party Applicant")

The Tribunal comprised:-

Ms Gabrielle Miller	-	Legal Member
Mr David Godfrey	-	Ordinary Member

Decision

1. The First-tier Tribunal for Scotland (Housing and Property Chamber) ('the Tribunal'), having made such enquiries as it saw fit for the purposes of determining whether the Landlord has complied with the duty imposed by Section 14(1)(b) in relation to the Property and taking account of the evidence led by the Third Party Applicant at the hearing, determined that the Landlord had failed to comply with the duty imposed by Section 14(1)(b) of the Act.

Background

2. By application dated 21st October 2025, the Third Party Applicant applied to the Housing and Property Chamber for a determination as to whether the Landlord had failed to comply with the duties imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006.

3. The application by the Tenant stated that it was considered that the Landlord had failed to comply with his duty to ensure that the Property met the

Repairing Standard. The application stated that the Repairing Standard had not been met, namely that the Landlord had not ensured that:

a) The Property is wind and watertight and in all other respects reasonably fit for human habitation;

4. In particular, the complaints consisted of:-

a) Rainwater is coming in through the Living Room walls which are making them all damp and mouldy. The walls are crumbling due to this.

5. Within the papers there is a lengthy letter from the Landlord to Ms Gellatly. The Landlord does not state that he will be undertaking any or all of the issues raised.

The Inspection

6. The Tribunal attended the Property at 10am on 27th July 2026. Ms Yvonne Gellaty was present on behalf of the Third Party Applicant. The Tenant was present but took no part in the inspection. The Landlord was not present or represented. It was of mild temperature on a clear day on the day of the inspection.

7. The Property is a first floor flat of traditional stone and tile construction, thought to be over 135 years old. Access is around the rear of the block to an external stair serving the top two flats.

8. The Accommodation comprises a hall, lounge, kitchen, bathroom and two bedroom on the first floor.

9. Once in the Property the Tribunal inspected the items listed in the application. Parties agreed at the beginning of the inspection that all documentation had now been lodged.

10. The Tribunal took moisture readings. The moisture meter readings showed extensive and apparently longstanding dampness in the external wall in the Livingroom. There were no indications of significant dampness in the first bedroom.

11. On inspecting the Property from outside. The Tribunal found that externally, water staining could be seen on the front wall, co-inciding with the dampness within on the living room wall.

12. The Tenant told the Tribunal that there has been work undertaken to the roof. This may be the reason for the bedroom having satisfactory readings.

13. The Tenant indicated that she would not be attending the hearing.

14. During the inspection photographs were taken by the Tribunal and a schedule of photographs is attached to this decision.

15. The inspection was concluded and the Tribunal reconvened at 11.45am for the hearing by teleconferencing.

The Hearing

16. The hearing was held by teleconferencing on 27th July 2026 at 11.45am. Ms Gellatly appeared on behalf of the Third Party Applicant. The Landlord was not present and was not represented.

17. The Tenant advised the Tribunal that repairs had been carried out to the rear rhones adjacent to the Bedroom. The work is thought to have been carried out by the landlord of the flat above. The mould in the Living Room is getting worse and the plaster is flaking. The Tenant is unable to put up curtains because of the dampness. The problem has got worse since the Tenant first moved into the property. The Tenant tried to resolve the problem by using a dehumidifier and wiping with bleach. The Tenant doesn't remember any work being carried out to the roof covering and thinks that the only work carried out in the last year was to the rainwater fittings.

18. Ms Gellatly advised that the Landlord's Registration has expired and that the Tenant has not paid rent for 11-12 months. The money has however been deposited in a holding account pending completion of the repairs. The Letting Agent is understood to have withdrawn their services due to a lack of contact with the Landlord.

19. The Tribunal noted that the findings were that the damp meter showed significant levels of damp in the Livingroom but not in the first bedroom.

Findings of fact

20. Having considered all the evidence, the Tribunal found the following facts to be established: -

    a) The tenancy is a Private Residential Tenancy between the Landlord and the Tenant. The tenancy commenced on 20th August 2019;
    b) There is extensive and longstanding dampness in the exterior wall of the Livingroom.

    c) The Repairing Standard has not been met in that the House, clearly, is not wind and water-tight.

Reasons for the decision

21. The Tribunal determined the application, having regard to the terms of the application, the written representations received prior to the hearing and the findings of their inspection.

22. The Tribunal was satisfied having regard to all of the available evidence that there was sufficient information and material upon which to reach a fair determination of the application.

23. The Tribunal was in no doubt, from its inspection, that the Property did not meet the Repairing Standard.

24. There was clear evidence that there are substantial dampness issues which require to be addressed by the Landlord.

25. Accordingly, in view of its findings the Tribunal concluded that the Landlord was in breach of the duty to comply with the Repairing Standard.

26. The Act states that where a Tribunal decides that a landlord has failed to comply with their duty to ensure a property meets the Repairing Standard, the Tribunal "must by order require the landlord to carry out such work".

27. The Tribunal accordingly determined to make a Repairing Standard Enforcement Order as required in terms of section 24(2) of the Act.

Decision

(a) The Tribunal accordingly determined that the Landlord had failed to comply with the duty imposed by Section 14(1)(b) of the Act.
(b) The Tribunal proceeded to make a Repairing Standard Enforcement Order as required by section 24(1) which if the Landlord fails to comply with the RSEO the Landlord will have committed an offence liable on summary conviction to a fine not exceeding level 3 on the standard scale
(c) The decision of the Tribunal was unanimous.

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.

G Miller, Chair
20th October 2026