Housing and Property Chamber
First-tier Tribunal for Scotland

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

STATEMENT OF DECISION: Housing (Scotland) Act 2006 Section 24(1)

Chamber Ref: FTS/HPC/RT/25/3975

Land Register Title Number: ANG15591

Property at 100 Spey Drive, Dundee, DD2 4AR
("the Property")

The Parties:-

Dundee City Council, 5 City Square, Dundee, DD1 3BA
("the Third Party")

Mr Zeeshan Sohail and Mrs Afshan Anayat, 100 Spey Drive, Dundee, DD2 4AR ("the Tenants")

Mr Romeo Rajput, 263 Wilfred Avenue, Leeds, West Yorkshire, LS8 3PX ("the Landlord")

Tribunal Members:
Gillian Buchanan (Legal Member) and Kingsley Bruce (Ordinary Member)

Decision

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) of the Housing (Scotland) Act 2006 ("the Act") in relation to the Property determined that the Landlord has failed to comply with the duty imposed by Section 14(1)(b) of the Act.

Background

1. By application comprising various documents received 15 September 2025 and 21 February 2026 the Third Party applied to the tribunal for a determination of whether the Landlord had failed to comply with the duties imposed by Section 14(1)(b) of the Act.

2. The application stated that the Third Party considered that the Landlord had failed to comply with his duty to ensure that the Property meets the repairing standard and in particular that the Landlord had failed to ensure that:-

(a) Any fixtures, fittings and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order.

(b) The house meets the tolerable standard, in particular –

In the case of a house having a supply of electricity, it complies with the relevant requirements in relation to the electrical installations for the purposes of the supply.

3. By letter dated 9 April 2026 a Legal Member of the tribunal with delegated powers of the Chamber President intimated a decision to refer the application under Section 22(1) of the Act to a tribunal.

4. On 14 August 2026 the tribunal served a Notice of Referral under and in terms of Schedule 2, Paragraph 1 of the Act upon the Third Party, the Tenants and the Landlord. In that service of the Notice of Referral upon the Landlord was unsuccessful due to an error in the Landlord's address, the Notice of Referral was re-served on the Landlord on 31 August 2026.

5. In this application the Tenants are not participating parties.

Inspection

6. The tribunal, comprising Miss Gillian Buchanan, Chairperson and Legal Member and Mr Kingsley Bruce, Ordinary Member, attended at the Property to carry out an inspection on the morning of 23 September 2026. Mr Stuart Cuthill of the Third Party attended the Property. The Landlord was not in attendance.

7. The Tenants appeared not to be in attendance and did not answer the tribunal's numerous knocks on the entrance door. The tribunal was therefore unable to gain access to the Property.

Hearing

8. At the Hearing, which took place by telephone conference also on 23 September 2026 following the attempted inspection, the Third Party was represented Mr Cuthill and the Tenants were not present. The Landlord was not present but was represented by his brother-in-law, Mr Irsalan Kureshi.

9. In response to questions from the tribunal Mr Kureshi made the following oral representations:-

i. The Landlord is living abroad.
ii. Mr Kureshi has asked the Landlord to email the tribunal authorising Mr Kureshi to represent his interests in these proceedings.
iii. The Tenants have been advised that they can leave the Property if they find somewhere else to go.
iv. The Landlord does not have the money to undertake the repairs required and the Tenants have been advised to change the batteries in the smoke alarms. (The tribunal advised Mr Kureshi that the smoke alarms could be heard beeping as they waited outside the entrance door to inspect the Property that morning and that repairs are the Landlord's responsibility not those of the Tenants.)
v. Mr Kureshi can provide a copy of the Tenancy Agreement between the Landlord and the Tenants.

vi. Mr Kureshi would need to check what appliances were provided by the Landlord in the Property at the outset of the tenancy to determine what Portable Applicance Testing is required.
vii. There is no gas in the building of which the Property forms part.
viii. The cooker and heating are electric.
ix. Asked by the tribunal about the existence of a current Electrical Installation Condition Report ("EICR") Mr Kureshi stated that he had obtained a price quotation from a contractor which he had sent on to the Landlord for approval. The contractor has the Tenants' details and can make arrangements to access the Property directly with the Tenants if the quote is acceptable.
x. The contractor will also deal with certifying whether the smoke and heat alarms are compliant.
xi. Asked by the tribunal about the existence of a Legionella Risk Assessment Mr Kureshi stated that he had obtained a price quotation from a suitable contractor which he had sent on to the Landlord for approval.
xii. The Property has an Energy Performance Certificate which is valid.
xiii. The rent paid by the Tenants if £450 per month.
xiv. They have been in occupation of the Property for more than 2 years.
xv. There is a mortgage over the Property.

10. Mr Cuthill for the Third Party stated:-

i. The Landlord's registration has expired and needs renewed as soon as possible.
ii. Renewal can be done easily online.

Summary of Issues to be Determined

11. Having regard to the oral submissions on behalf of the Third Party and the Landlord, and considering the scope of the application as submitted to the Tribunal as to whether the Landlord had failed to comply with the duties imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 ("the Act") the issues for determination are:-

(a) Whether any fixtures, fittings and appliances provided by the Landlord under the tenancy are in a reasonable state of repair and in proper working order.

(b) Whether the house meets the tolerable standard and in particular, whether the Property complies with the relevant requirements in relation to the electrical installations.

12. In determining whether a house meets the standards of repair mentioned above regard is to be had to any guidance issued by the Scottish Ministers in relation to—
- electrical safety standards in relation to—
  - (i) installations for the supply of electricity, and
  - (ii) electrical fixtures, fittings and appliances,
- equipment for detecting fire and for giving warning of fire or suspected fire,
- equipment for detecting, and for giving warning of, carbon monoxide in a concentration that is hazardous to health.

Findings of Fact

13. The tribunal finds the following facts to be established:-

(a) The Landlord is the heritable proprietor of the Property.

(b) The Property is leased by the Landlord to the Tenants.

(c) It is the Landlord's responsibility to ensure that the Property meets the Repairing Standard under the Housing (Scotland) Act 2006.

(d) No EICR has been provided by the Landlord to the Third Party.

(e) There are heat and smoke detectors within the Property. These are not operating correctly.

(f) In the absence of an EICR prepared by a suitably qualified contractor or skilled electrician, the Tribunal does not have evidence that the Property meets the Repairing Standard or the tolerable standard.

(g) In the absence of appropriate certification the Tribunal cannot be satisfied that the equipment installed within the Property for detecting fires and for giving warning in the event of fire or suspected fire is satisfactory.

Reasons for the decision

14. The Property forms part of a block of flats and is situated at first floor level. The Property is accessed by a door from a common close with secure entry system.

15. The tribunal was unable to inspect the Property due to access not being provided by the Tenants. However, whilst waiting on the landing of the common close outside the entrance to the Property the smoke alarms could be heard to be beeping.

16. No current EICR has been provided by the Landlord to the Third Party relative to the Landlord's registration. Mr Kureshi for the Landlord effectively admitted no such EICR to exist and discussed instead the arrangements made to have a contractor attend to prepare an EICR which simply required the Landlord's approval.

17. In addition in light of the fact that the tribunal heard the smoke alarms beeping whilst waiting outside the Property for access the tribunal is not satisfied that equipment for detecting fire and for giving warning of fire or suspected fire is satisfactory and conforms to guidance issued by the Scottish Ministers. Mr Kureshi stated that the Tenants had been advised to change the alarm batteries. That is not their responsibility but that of the Landlord.

18. With regard to the Legionella Risk Assessment, again, no current Legionella Risk Assessment has been provided by the Landlord to the Third Party relative to the Landlord's registration. Mr Kureshi for the Landlord effectively admitted no such Assessment to exist and discussed instead the arrangements made to have a contractor attend which simply required the Landlord's approval.

19. The tribunal's own enquiries revealed that an Energy Performance Certificate for the Property does exist from 2020 which is valid for 10 years. That Certificate discloses there to be no gas supply to the Property.

20. In that the Third Party has asked for and not been provided with any Portable Applicance Test certificate, Mr Kureshi could not state what, if any, appliances had been provided to the Tenants as part of the tenancy agreement. Enquiries are required.

21. In the application the Third Party raises issues relative to Landlord's insurance. These do not form part of the Repairing Standard and are outwith the tribunal's remit.

Decision

22. The tribunal has no evidence that the Property complies with the Repairing Standard relative to the electrical installations, the equipment for detecting fire and for giving warning of fire or suspected fire, portable appliances supplied by the Landlord to the Tenants and legionella risk.

23. The tribunal accordingly determined that the Landlord has failed to comply with the duty imposed by Section 14(1)(b) of the 2006 Act.

24. The tribunal proceeded to make a Repairing Standard Enforcement Order (RSEO) as required by section 24(1).

25. The decision of the tribunal was unanimous.

Right of Appeal

26. 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 tribunal. That party must seek permission to appeal within 30 days of the date the decision was sent to them.

Effect of section 63

27. 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 Buchanan

Signed

Date : 23 September 2026

Legal Member and Chairperson