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 25

Chamber Ref: FTS/HPC/RP/25/1336

Property: 65J Commercial Street, Dundee, DD1 2AA ('The House')

The Parties: -

A&M Letting Services Ltd, 19 Troon Avenue, Dundee, Scotland, DD2 3FP ("the landlord')

Debbie McKay, 65J Commercial Street, Dundee, DD1 2AA ("the tenant")

Decision

The First-tier Tribunal for Scotland (Housing and Property Chamber) ('the tribunal') having made such enquiries as are fit for the purposes of determining whether the Repairing Standard Enforcement Order ("RSEO") dated 22 January 2026 has been complied with determined that the Landlord has complied with items 1, 2, 3, 4 and 6 in the RSEO. The Tribunal determined to extend the period for the landlord to comply with item 5 in the RSEO until 30 November 2026.

The decision was unanimous.

The Tribunal consisted of: -
Mary-Claire Kelly, Chairing and Legal Member
Sara Hesp, Ordinary Member (Surveyor)

1. Reference is made to the decision of the Tribunal dated 22 January 2026 which determined that the landlord had failed to comply with the duty imposed by Section 14(1)(b) of the Housing (Scotland) Act 2006 ("the Act") as the property did not meet the Repairing Standard. The Tribunal therefore made a Repairing Standard Enforcement Order (RSEO). The works required by the RSEO were:-

    1) *Replace the light fitting in the bathroom to ensure the light fitting is in proper working order.*
    2) *Replace the dishwasher with a new integrated dishwasher in proper working order.*
    3) *Replace the washing machine with a new washing machine in proper working order.*
    4) *Provide evidence of testing and certification of any portable electrical appliances provided by the Landlord in the House.*
    5) *Carry out such repairs as are necessary to ensure the left window in the living room and the left window in the bedroom are fully functional, wind and watertight and in a reasonable state of repair.*
    6) *Carry out such repairs as are necessary to ensure that there is a satisfactory supply of hot water in the bathroom and kitchen. The tenant should have access to an adequate flow of hot water within a reasonable period of time.*

2. The Tribunal ordered that the works be carried out within the period of 2 calendar months from the date of service of the RSEO.
3. Following the expiry of the period for completion of the works, a re-inspection and hearing were scheduled for 14 August 2026.
4. On 15 June 2026 the tenant submitted a request to postpone the re-inspection. The tenant requested that the re-inspection take place during or after the winter months to allow an assessment of whether the windows are wind and watertight during winter conditions. She stated that previous repairs had appeared to remedy the issue with the windows only to be inadequate in winter conditions.
5. The landlord opposed a postponement of the re-inspection. The Tribunal refused the postponement request.
2. Prior to the re-inspection the landlord submitted written submissions stating that a new dishwasher and washing machine had been installed in the property. She also stated that a new light had been installed in the bathroom. The following documents were submitted:

- A PAT test report
- Receipt for purchase of dishwasher
- Receipt for purchase of washing machine
- Photograph of washing machine
- Home report

3. The tenant lodged written submissions in advance of the re-inspection.

Re-inspection – 14 August 2026

6. The Tribunal re-inspected the property on the morning of 14 August 2026. The tenant, Ms McKay was present during the re-inspection. The Tribunal was satisfied that the landlord had been properly notified of the re-inspection and continued in their absence.
7. Weather conditions at the time of the re-inspection were dry and warm. Reference is made to the re-inspection report prepared by the Tribunal setting out its findings at the re-inspection. The report is held to be incorporated into this decision.
8. The Tribunal's re-inspection report was provided to the parties on 20 August 2026. They were given an opportunity to submit written representations in response to the report and to request a hearing by 3 September 2026. The landlord submitted that item 6) of the RSEO had not been included in the report.

Post-inspection submissions

9. On 6 October 2026, the applicant lodged further written submissions and a request to submit video evidence relating to the condition of the living room window. The landlord lodged further written submissions on 7 and 14 October 2026.
10. The Tribunal permitted the video evidence to be lodged. The applicant stated that the video had been filmed on 2 October 2026, when rain was falling. The video submitted by the tenant appeared to show water ingress from the living room window. It was raining at the time the video was taken. Water could be seen dripping from the bottom of the window and collecting on the sill.
11. The landlord's submissions in response stated:

"*The video appears to show water dripping from the timber surround or internal structure adjacent to the glazing rather than through a defective or not properly operating open window. Whilst I am not in a position to determine the precise cause without inspection, it most likely requires renewal of sealant around the glazing.*

I would also respectfully highlight that the original issue raised by the tenant, and which formed part of these proceedings, was that the windows did not close properly. The surveyor confirmed that the windows open and close correctly, and the tenant herself states in the video that the window is "completely closed". The water ingress shown in the video therefore appears to be a different and separate matter from the original defect that was the subject of the repairs. In these circumstances, I believe that the video does not demonstrate a failure of the completed works. Rather, it highlights an issue that was never reported to me and which I have therefore not been given the opportunity to investigate or rectify."

Reasons for decision

12. The Tribunal considered each of the items in the RSEO. The Tribunal took into account its findings at the re-inspection, parties written submissions and the documentary evidence that had been submitted and the submissions and video evidence submitted after the re-inspection.
13. Light fitting in bathroom: it was observed during the re-inspection that the light fitting in the bathroom had been replaced with a fully functioning light fitting in proper working order. **The Tribunal was satisfied that the landlord had complied with item 1 in the RSEO**.
14. Dishwasher and washing machine: It was observed at the re-inspection that new integrated appliances had been installed and that these were in proper working order. Invoices showing purchase of the appliances had been provided. **The Tribunal was satisfied that the landlord had complied with items 2 and 3 in the RSEO**.
15. Portable appliance testing: The Tribunal observed that the portable items in the property had been properly tested. A certificate showing that the items had been tested on 21 April 2026 had been submitted. **The Tribunal was satisfied that the landlord had complied item 4 in the RSEO**.

16. Hot water supply in the bathroom and kitchen: It was observed at the re-inspection that there was a new installation in the property, including a new hot water cylinder tank and expansion vessel. The Tribunal tested the water supply in the bathroom and kitchen and found that it was adequate. The Tribunal had regard to correspondence from the tenant that had been submitted in which the tenant stated that since the boiler had been replaced the water pressure in the flat was excellent. **The Tribunal determined that the new installation had resolved this issue and that the landlord had complied with item 6 in the RSEO**.

4. Left Window in the living room and left window in the bedroom: At the initial inspection on 22 January 2026, the Tribunal had observed that the living room window was loose at the top. There was water marking to the windowsill at the bottom. The Tribunal had observed that the bedroom window closing mechanism appeared to be loose. Evidence of water ingress on the bedroom windowsill was also observed. The tilting mechanism on the windows were not functioning.

5. It was not disputed that repairs had been carried out to both windows since the RSEO had been issued.

17. At the re-inspection the Tribunal took time to carefully inspect and test the functionality of the windows. Both windows were found to open and close and appeared to be wind and watertight. There was no evidence of water ingress. The handle on the window in the bedroom was observed to be slightly loose however the window was functional.

18. The Tribunal noted that the windows were of considerable age and as was stated in the home owners report they are beginning to show age related deterioration. This was clearly a concern for the tenant however, the Tribunal did not consider that it was necessary or proportionate to require the landlord to replace the windows.

19. In light of the contents of the video evidence submitted after the re-inspection which showed that further water ingress had occurred during a period of rainfall, the Tribunal determined that the RSEO had not been complied with in relation to the left window in the living room. The Tribunal determined that the scope of the application covered the condition and functionality of the living room window. The Tribunal determined that issues relating to the window

sealant were within the scope of the present application as it was relevant to whether the windows were wind and water tight and in proper working order.

20. The Tribunal considered that it was reasonable to allow the landlord an opportunity to arrange for a further inspection of the window and for necessary repairs to be carried out to ensure compliance with the RSEO in relation to the living room window.

Decision

The Tribunal determined to extend the period for the landlord to comply with the RSEO to 30 November 2026.

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Right of Appeal

A landlord, tenant or third-party applicant 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.

M C Kelly

Legal Member

Chairperson: Date: 19 October 2026