

**Housing and Property Chamber**  
**First-tier Tribunal for Scotland**

---



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

**Statement of Decision of the First-tier Tribunal for Scotland  
(Housing and Property Chamber) under Section 24(1) of the Housing  
(Scotland) Act 2006**

**Chamber Ref: FTS/HPC/RP/21/2610**

**Title no :REN15321**

**20f South Street, Greenock PA16 8UE  
("the House")**

**The Parties:-**

**Mr Kurt Cairns, Mr Jack Larsgaard-Cairns and Mr Erik  
Larsgaard-Cairn, 20F South Street, Greenock ("the Tenants")**

**Mr Martyn Smith-Stanger and Mrs Nina Smith  
Stanger, c/o Ayrshire Letting and Sales Ltd, 26  
Ritchie Street, West Kilbride KA23 9AL ("the  
Landlords")**

**The Tribunal:**

**Graham Harding (Legal Member)  
Mike Links (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 House, determined that the Landlord had not failed to comply with the duty imposed by Section 14 (1)(b) of the Act and therefore that no Repairing Standard Enforcement Order requires to be made.**

## **Background**

1. By Applications dated 20 October, 3 and 4 November 2021 the Tenants complained to the Tribunal that the Landlords had failed to comply with the repairing standard in that the property was not wind and watertight and that the structure and exterior of the property including drains and gutters were not in a reasonable state of repair or in proper working order. Specifically, the Tenants complained that when it rained there was water ingress in one corner of the living room via the roof and inside wall that created damp patches. The Tenants said that the problem had existed since moving into the property in October 2020. The Tenants provided photographs of the area in question together with a copy of the tenancy agreement and notification of the complaint to the landlords.
2. By Notice of Acceptance dated 2 December 2021 a legal member of the Tribunal with delegated powers accepted the application.
3. Following intimation of the case papers to the Tenants and the Landlord's representatives, Ayrshire Letting and Sales Ltd the Tenants submitted further written representations dated 20 and 31 January 2022 and the Landlords submitted written representations dated 17 and 21 March 2022. The Landlord's representatives submitted written representations dated 21, 22 and 28 March 2022

## **The Inspection**

4. An inspection was carried out by the Tribunal on 21 March 2022. It was attended by the Tenants. Neither the Landlords nor their representatives attended. A Pre-hearing Inspection Summary and Schedule of Photographs was prepared by the Ordinary Member of the Tribunal and copies sent to the parties in advance of the hearing.

## **The Hearing**

5. A hearing was held by teleconference on 28 March 2022. It was attended by Mr Kurt Cairns. There was no attendance by the Landlords or their representatives.
6. Mr Cairns confirmed that he was satisfied that the repairs to the property had been carried out and that there had been no recent water ingress at the property. He confirmed that although redecoration of the living room had not yet been carried out, he was aware that the Landlords were making arrangements for this work to be done.
7. The ordinary member of the Tribunal referred Mr Cairns to the Pre-hearing

Inspection Summary and explained that two of the damp meter readings taken had been perfectly acceptable and two others had shown slightly raised readings but still within an acceptable range and it appeared the wall was drying out.

8. The Tribunal noted from the documents provided by the Landlords that various slating repairs had been carried out to the property and it was apparent that vegetation had been removed from the gutter at the front of the property.
9. The Tribunal noted that at the inspection the smoke and heat alarms were not in working order and that the carbon monoxide alarm was wrongly positioned. The Tribunal queried if these issues had been brought to the attention of the Landlords and noted they had not.

### **Findings in Fact**

10. The Landlords have carried out repairs to the roof and gutters at the property.
11. There is no evidence of ongoing water ingress at the property.
12. The living room walls have staining from previous water ingress.
13. The smoke and heat detectors in the property are inoperative.
14. The carbon monoxide detector in the kitchen is wrongly positioned.

### **Reasons for Decision**

15. The Tribunal was satisfied that remedial works had been carried out to the roof and gutters at the property and that there were no longer signs of water ingress. The Tenants confirmed that there had been no recent issues with water ingress. The Tribunal was also satisfied that it was the Landlords' intention to carry out redecoration of the water-stained walls in the living room in the near future. The Tribunal was therefore satisfied that as far as the complaint before it was concerned the property met the repairing standard.
16. The Tribunal was however concerned to note that the smoke and heat detectors at the property were inoperative. Functioning interlinked smoke and heat detectors in the kitchen, hall and main living area are mandatory in rented properties. The Tribunal would therefore strongly recommend that the Landlords take steps to reinstate these alarms as soon as possible. The Tribunal also noted that the carbon monoxide detector was wrongly positioned and would again recommend that it is moved to comply with current regulations.

## **Decision**

The Tribunal having carefully considered the written representations and its own observations at the inspection and the oral submissions at the hearing determined that the Landlord had not failed to comply with the duty imposed by Section 14 (1)(b) of the Act and therefore that no Repairing Standard Enforcement Order requires to be made.

## **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.**

In terms of Section 63 of the Act, 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.

Signed: Graham Harding  
Legal Member of the Tribunal

Date: 29 March 2022